

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, February 12, 2015

TIME: 4:00 p.m.

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

PURPOSE: Regular Rosenberg Development Corporation Meeting

Call to order.

Statement of rules pertaining to audience comments.

Comments from the audience.

CONSENT AGENDA

- A. Consideration of and action on the Regular Rosenberg Development Corporation Meeting Minutes for January 08, 2015. (Cynthia Sullivan, Secretary II)
- B. Consideration of and action on the monthly Rosenberg Development Corporation Financial Report for the period ending January 31, 2015 and the quarterly Investment Report for the period ending December 31, 2014. (Joyce Vasut, Executive Director of Administrative Services)

AGENDA

- 1. Review and discuss City Sidewalk Plan, and take action as necessary. (Travis Tanner, Executive Director of Community Services)
- 2. Consideration of and action on installing tree grates in downtown Rosenberg. (Darren McCarthy, Parks and Recreation Director)
- 3. Consideration of and action on Resolution No. RDC-91, a Resolution of Board of Directors of the Rosenberg Development Corporation amending the Fiscal Year 2014-15 Annual Budget in the amount of \$260,000 for improvements to the Rosenberg Business Park. (Joyce Vasut, Executive Director of Administrative Services)
- 4. Consideration of and action on appointing members to serve on Rosenberg Development Corporation Incentive Committee. (Randall Malik, Rosenberg Development Corporation Executive Director)
- 5. Hold Executive Session pursuant to Texas Government Code Section 551.072 to deliberate the potential purchase, exchange, lease, or value of real property; and, pursuant to Section 551.087 of the Texas Government Code regarding economic development negotiations.

6. Adjourn Executive Session, reconvene Regular Session, and take action as necessary as a result of Executive Session.
7. Review and discuss requests for future agenda items, and take action as necessary.
8. Announcements.
9. 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 – January 08, 2015**

ROSENBERG DEVELOPMENT CORPORATION MEETING MINUTES

On this the 8th day of January 2015, 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
Ted Garcia	Treasurer, Rosenberg Development Corporation
Cynthia McConathy	Director, Rosenberg Development Corporation
Jimmie J. Peña	Director, Rosenberg Development Corporation
Allen Scopel	Vice President, Rosenberg Development Corporation

ABSENT

Amanda J. Barta	Director, Rosenberg Development Corporation
Bill Knesek	President, Rosenberg Development Corporation

STAFF PRESENT

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

GUESTS

Jeanne H. McDonald	Jeanne H. McDonald, P.C. Attorneys at Law
Karl Baumgartner	President, Texas Master Naturalists, Coastal Prairie Chapter
Regina Morales	President/CEO, Central Fort Bend Chamber
Jeff Wiley	President/CEO, Greater Fort Bend Economic Development Council
Paulette Shelton	Director, Fort Bend County Transportation Department

CALL TO ORDER.

Vice President Scopel called the meeting to order at 4:00 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 NOVEMBER 13, 2014.**
- B. **CONSIDERATION OF AND ACTION ON THE MONTHLY ROSENBERG DEVELOPMENT CORPORATION FINANCIAL REPORTS FOR THE PERIOD ENDING DECEMBER 31, 2014.**
Executive Summary: The December 2014 RDC Financial Reports are attached for your review and consideration. Staff recommends approval.

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

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.

Vice President Scopel adjourned the Regular Session and declared an Executive Session at 4:05 p.m.

An Executive Session was held for deliberations pursuant to 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 INTO REGULAR SESSION, AND TAKE ACTION AS NECESSARY AS A RESULT OF EXECUTIVE SESSION.

Vice President Scopel adjourned the Executive Session and reconvened into Regular Session at 4:35 p.m. Vice President Scopel asked for the Board's desire to take action on the Superior Tanks Agreement.

Action: Director McConathy moved and Director Bailey seconded a motion to approve the Agreement and authorize President Bill Knesek to execute the Superior Tanks Agreement. The motion carried by a unanimous vote of those present.

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.

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.

Key discussion points:

- Mr. Malik explained the engagement letter for creation of incentive agreements from time to time.

Questions/Answers:

- Director McConathy asked how long Ms. McDonald's firm has been in service to RDC.
- Ms. McDonald explained that she had been working with the City on Economic Development agreements for about 1.5 years, in business for 30 years, and her experience with other Governmental entities in this type of work for the past 8-10 years.
- Director McConathy asked if the staff recommends approval of this agreement.
- Mr. Malik explained that staff had been very comfortable with Ms. McDonald's firm as Ms. McDonald has been working on MUD documentation.
- Director Peña explained it is important that we continue with this flow of expertise as Ms. McDonald's firm has been handling these documents through the City.
- Vice President Scopel asked about the definition of "entities" on page one (1) regarding any related person or entities.
- Ms. McDonald explained that if RDC had a subsidiary, she would not be representing the subsidiary, but just the RDC. She has a separate engagement letter with the City. If the City and the RDC ever became adversarial, she would be conflicted out of representing either the City or the RDC.

Action: Director Garcia moved and Director McConathy seconded a motion to accept the engagement letter between Rosenberg Development Corporation and Jeanne H. McDonald, P.C., Attorneys at Law. The motion carried by a unanimous vote of those present.

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.

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.

Key discussion points:

- Mr. Malik introduced Karl Baumgartner, Texas Master Naturalists, Coastal Prairie Chapter President to present past activities and improvements they are looking at this year.
- Mr. Baumgartner presented a history of the past year through a slide presentation shared with the Board of Directors.

Questions/Answers:

- Director Peña asked about fishing in the pond.
- Mr. Baumgartner reported there had been a three pound bass caught this year in the pond. He also stated that currently the pond has vegetation around it and the fishing has improved.

Action: Director McConathy moved and Director Garcia seconded a motion to authorize the expenditure of \$50,000 and the execution of the Funding Agreement by and between the RDC and the Texas Master Naturalists. The motion carried by a unanimous vote of those present.

RECESS SESSION, RECONVENE SESSION.

Vice President Scopel recessed the Session at 5:00 p.m., and reconvened the Session at 5:12 p.m.

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.

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 Rosenberg Development Corporation and Central Fort Bend Chamber.

Key discussion points:

- Mr. Malik explained that historically RDC has allocated \$10,000 annually for promotional services with the Central Fort Bend Chamber (CFBC) and an additional \$2,500 to cover the use of the Rosenberg Civic Center.
- Mr. Malik introduced Regina Morales, President / CEO of the CFBC.
- Ms. Morales explained the contract between CFBC and RDC has more details than previous contracts. Some of these include an explanation of promotional opportunities in the Membership Directories distributed to all area Chamber members and mailed in relocation and visitor packages. RDC will receive 12 placements in the CFBC's weekly electronic newsletter. RDC will have a reserved table for three monthly membership luncheons/breakfasts which includes the Mayor's State of the City event. The RDC logo will be displayed on the homepage of the CFBC's website as a member and will include a link to the RDC website. CFBC will provide 12 email blasts for the purpose of advertisement and promotion to greater than 4,300 regional recipients in the CFBC database. CFBC will be refocusing this year in setting up programs through SCORE and SBA for small businesses.

Questions/Answers:

- Director McConathy asked if the CFBC is providing 300 maps of the Rosenberg area. Ms. Morales explained the maps will be of the Rosenberg-Richmond area. CFBC will be adding a tourism proponent also.
- Director Peña asked if the CFBC could assist the City and the RDC by providing lists of people that are chamber members as we have need for volunteer committee members. Ms. Morales agreed it would be a great idea and said that when the City or RDC has appointments coming up, the CFBC could ask the membership through their communication mechanisms to help garner volunteers to serve as committee members.

Action: Director Bailey moved and Director McConathy seconded a motion to authorize the expenditure of \$10,000 for promotional services and an additional \$2,500 to cover the use of the Rosenberg Civic Center with the Central Fort Bend Chamber. The motion carried by a unanimous vote of those present.

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.

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 Rosenberg Development Corporation and the Greater Fort Bend Economic Development Council.

Key discussion points:

- Mr. Malik explained the RDC has historically allocated \$20,000 annually for the GFBEDC and Jeff Wiley is here to answer any questions the Board might have for this organization.
- Mr. Wiley mentioned GFBEDC is very interested in the legislative session coming up.

Questions/Answers:

- Vice President Scopel mentioned a Rosenberg business having difficulty with lab results.
- Mr. Wiley said some of their staff is very familiar with the limitations on air quality in Fort Bend County versus other counties. He further stated GFBEDC is available to help.

Action: Director Garcia moved and Director McConathy seconded a motion to authorize the expenditure of \$20,000 for services provided by the Greater Fort Bend Economic Development Council. The motion carried by a unanimous vote of those present.

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

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

Key discussion points:

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

Questions/Answers:

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

No action was taken.

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

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

Key discussion points:

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

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

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

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

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

Key discussion points:

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

No action was taken.

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

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

Key discussion points:

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

to \$200,000 wiggle room in the budget to avoid additional debt.

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

No action was taken.

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

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

Key discussion points:

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

No action was taken.

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

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

Key discussion points:

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

No action was taken.

13. ANNOUNCEMENTS.

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

14. ADJOURNMENT.

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

Cynthia Sullivan
Secretary II

RDC Minute Attachment:

1. Fort Bend Transportation Bus Route



COMMUNICATION FORM

February 12, 2015

ITEM #	ITEM TITLE
B	Rosenberg Development Corporation Financial Reports
ITEM/MOTION	
Consideration of and action on the monthly Rosenberg Development Corporation Financial Report for the period ending January 31, 2015 and the quarterly Investment Report for the period ending December 31, 2014.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

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

Joyce Vasut
Executive Director of Administrative
Services

- 1) RDC Financial Report – January 2015
- 2) RDC Investment Report – QE 12-31-14

EXECUTIVE SUMMARY

The January 2015 RDC Financial Reports and the December 31, 2014 Investment Report are attached for your review and consideration. Staff recommends approval.

CITY OF ROSENBERG, TEXAS
ROSENBERG DEVELOPMENT CORPORATION
AS OF JANUARY 31, 2015

Classification	2014-15 Adopted Budget	2014-15 Act. Rev/Exp YTD	2014-15 Encumbered	2014-15 YTD Budget Remaining	% of Budget Target
REVENUES:					33%
<i>Sales Taxes</i>	\$ 2,840,000	\$ 1,010,296	\$ -	\$ 1,829,704	35.57%
<i>Sales Taxes BTC I</i>	575,000	196,220	-	378,780	34.13%
<i>Sales Taxes BTC II</i>	425,000	147,418	-	277,582	34.69%
<i>Downtown Sales Taxes</i>	-	11,754	-	(11,754)	
<i>Sales Tax Total</i>	3,840,000	1,365,687	-	2,474,313	
<i>Interest Earnings</i>	5,000	620	-	4,380	12.40%
TOTAL REVENUES	3,845,000	1,366,307	-	2,478,693	35.53%
EXPENDITURES:					
Administration (max 10%):					
<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	466	-	1,234	27.40%
<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	69,040	-	175,334	28.25%
Subtotal for Administration Expenses	257,724	72,491	-	185,233	28%
Marketing:					
<i>Outside Professional Services</i>	12,500	-	-	12,500	0.00%
<i>Postage</i>	200	0.48	-	200	0.24%
<i>Freight and Express</i>	100	13	-	87	12.75%
<i>Advertising</i>	30,500	12,071	-	18,429	39.58%
<i>Printing and Binding</i>	4,500	256	-	4,244	5.69%
Subtotal for Marketing Accounts	47,800	12,340	-	35,460	25.82%
Memberships & Services:					
<i>Business Recruitment</i>	9,000	-	-	9,000	0.00%
<i>Dues, Subscriptions & Contracts</i>	17,627	13,700	-	3,927	77.72%
<i>RDC Memberships</i>	83,000	22,639	-	60,361	27.28%
<i>Printing and Binding</i>	10,000	-	-	10,000	0.00%
Subtotal for Memberships & Services Accounts	119,627	36,339	-	83,288	30%
Professional Services:					
<i>Professional Services - Legal</i>	40,000	11,854	-	28,146	29.64%
Subtotal for Professional Services	40,000	11,854	-	28,146	30%
Infrastructure:					
<i>Business Incentive Projects</i>	500,000	-	-	500,000	0.00%
<i>Debt Service - Principal</i>	767,235	255,745	-	511,490	33.33%
<i>Debt Service - Interest</i>	197,708	65,903	-	131,805	33.33%
<i>Other Funds</i>	1,355,375	-	-	1,355,375	0.00%
Subtotal for Infrastructure Accounts	2,820,318	321,648	-	2,498,670	11%
TOTAL EXPENDITURES	\$ 3,285,469	\$ 454,672	\$ -	\$ 2,830,797	14%

ROSENBERG DEVELOPMENT CORPORATION
2014-15 ACTUAL
PERIOD ENDED JANUARY 31, 2015

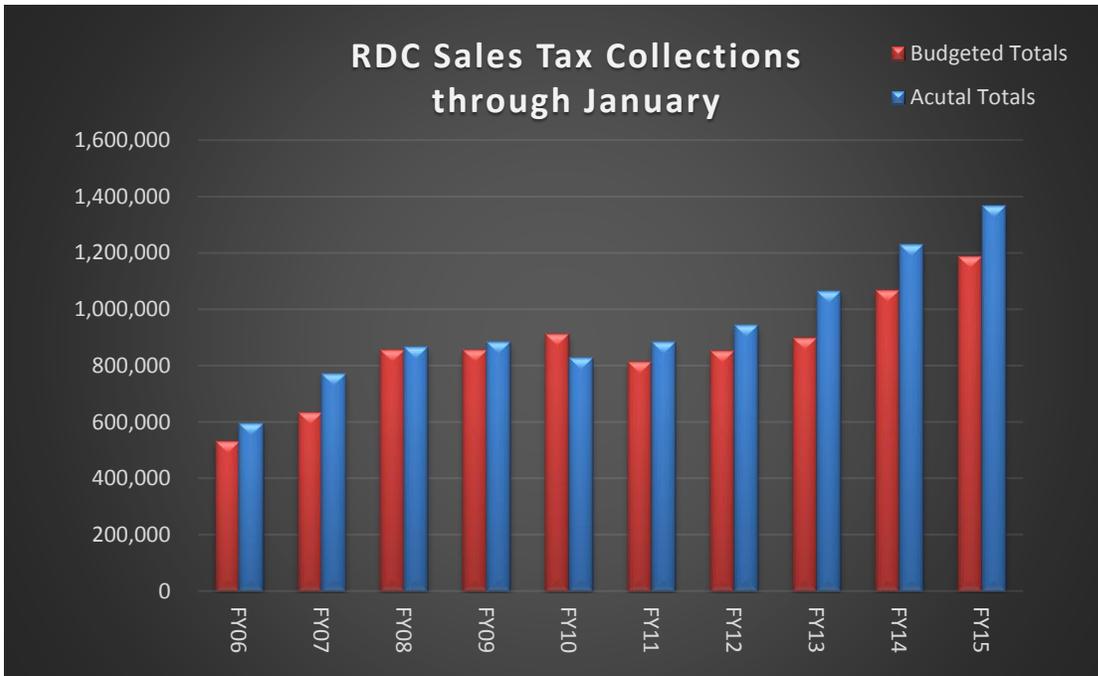
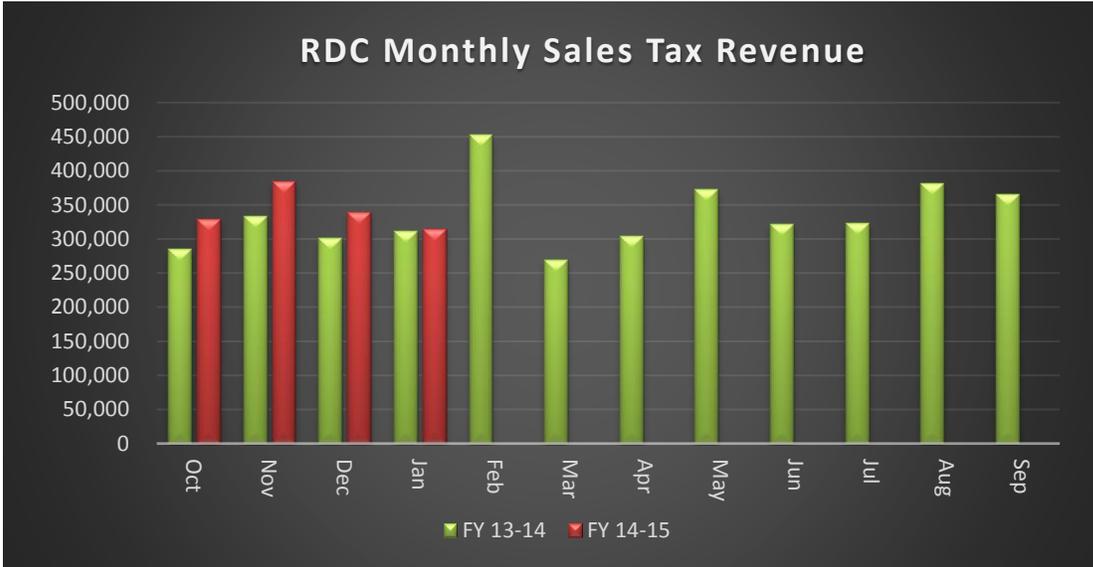
Classification	RDC Actual	RDC Projects	Total
Resources:			
Total Beginning Fund Balance @ 10/01/14 (unaudited)	\$ 3,709,909	\$ 4,886,871	\$ 8,596,780
Revenues and Transfers In	1,366,307	269	1,366,576
Total Funds Available	<u>\$ 5,076,216</u>	<u>\$ 4,887,140</u>	<u>\$ 9,963,356</u>
Uses/Deductions:			
Expenditures and Transfers Out	454,672	120,388	575,060
Ending Fund Balance:			
Total Ending Fund Balance	\$ 4,621,544	\$ 4,766,752	\$ 9,388,296
Reserved for Debt Service	964,943	\$ -	964,943
Reserved for RDC Projects	-	\$ 4,766,752	4,766,752
Unreserved Fund Balance Total	<u>\$ 3,656,601</u>	<u>\$ -</u>	<u>\$ 3,656,601</u>

**Synopsis of Current Revenues and Expenditures
Rosenberg Development Corporation
For the Month Ended January 31, 2015**

Account Number	Description	Amount
Revenues		
219-0000-402-0000	Sales Taxes	\$ 314,787.14
Total Current Period Revenues		<u>\$ 314,787.14</u>
Expenditures		
219-1000-540-3110	Office Supplies (Administration)	-
219-1000-540-3135	Business Expenses (Administration)	131.88
219-1000-540-5120	Insurance/General Insurance (Administration)	-
219-1000-540-5510	Travel (Education and Training)	-
219-1000-540-5710	Other Contractual Services (Administration)	63,376.78
Total Administration		<u>\$ 63,508.66</u>
219-2000-540-3135	Business Expenses (Marketing)	-
219-2000-540-4235	Dues/Subscriptions/Memberships (Marketing)	-
219-2000-540-5230	Freight and Express (Marketing)	12.75
219-2000-540-5310	Advertising (Marketing)	2,762.31
219-2000-540-5410	Printing and Binding (Marketing)	256.00
219-2000-540-5730	Other Contractual Svcs (Marketing)	-
Total Marketing		<u>\$ 3,031.06</u>
219-3000-540-3135	Business Expenses (Business Recruitment)	-
219-3000-540-4235	Dues/Subscriptions/Memberships (Business Recruitment)	10,000.00
219-3000-540-4390	RDC Memberships (Business Recruitment)	20,000.00
219-3000-540-5410	Printing and Binding (Business Recruitment)	-
219-3000-540-5730	Other Contractual Svcs (Business Recruitment)	-
Total Business Recruitement		<u>\$ 30,000.00</u>
219-6000-540-4390	Other Professional Services - Legal Fees (Professional Services)	6,923.75
Total Professional Services		<u>\$ 6,923.75</u>
219-7000-540-8110	Other Professional Services (Infrastructure) - Debt Service - Principal for January 2015	63,936.00
219-7000-540-8120	Other Professional Services (Infrastructure) - Debt Service - Interest for January 2015	16,476.00
219-7000-540-9225	Transfers/Other Fund (Infrastructure) - Transfer to RDC Projects Fund	-
Total Infrastructure		<u>\$ 80,412.00</u>
Total Current Period Expenditures		<u>\$ 183,875.47</u>
Net Excess (Deficit)		<u>\$ 130,911.67</u>

**ROSENBERG DEVELOPMENT CORPORATION
SALES TAX REVENUES**

GRAPHS



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

Fiscal Year	Principal Due	Total Interest	Total Principal & Interest	Adjustment for Business Park	Adjusted Principal & Interest
2014-15	802,235	197,708	999,943	(35,000)	964,943
2015-16	652,770	177,221	829,991	(35,000)	794,991
2016-17	657,305	160,476	817,781	(113,000)	704,781
2017-18	672,840	147,957	820,797	(113,000)	707,797
2018-19	687,875	126,890	814,765	(113,000)	701,765
2019-20	703,410	104,444	807,854	(113,000)	694,854
2020-21	382,980	85,627	468,607	(191,000)	277,607
2021-22	387,515	71,341	458,856	(191,000)	267,856
2022-23	284,800	59,162	343,962	(270,000)	73,962
2023-24	297,835	48,994	346,829	(270,000)	76,829
2024-25	228,190	39,216	267,406	(256,000)	11,406
2025-26	236,225	29,874	266,099		266,099
2026-27	247,295	19,974	267,269		267,269
2027-28	255,330	9,557	264,887		264,887
2028-29	71,400	2,621	74,021		74,021
2029-30	23,005	489	23,494		23,494
Total	\$6,591,010	\$1,281,551	\$7,872,561	(1,700,000)	\$6,172,561

**Rosenberg Development Corporation
RDC Projects Fund
For the Period Ended January 31, 2015**

CP0705		Total	Amount Paid	Encumbrance	Remaining
Project Description	G/L Account	Project Cost	Project To Date	Amount	Funds
Transportation Gateway Improvements	225-7000-540-7030	\$ 676,392	\$ 642,964	\$ 33,428	\$ -
FY15 Transportation Gateway Improvements	225-7000-540-7038	80,000	1,250	11,801	66,949
Project Management Fee		4,016	4,016	-	-
Totals		<u>\$ 760,408</u>	<u>\$ 648,230</u>	<u>\$ 45,229</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	\$ 347,873	\$ -	\$ 3,241,910
Project Management Fee	225-7000-540-4395	85,000	2,600	-	82,400
Totals		<u>\$ 3,674,783</u>	<u>\$ 350,474</u>	<u>\$ -</u>	<u>\$ 3,324,309</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>

Total		\$ 6,612,727	\$ 1,322,013	\$ 795,229	\$ 4,495,485
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Total Project Management Fees		\$ 101,516	\$ 6,616	\$ -	\$ 94,900
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**ROSENBERG DEVELOPMENT CORPORATION
QUARTERLY INVESTMENT REPORT
FOR THE QUARTER ENDED DECEMBER 31, 2014**

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



Investment Officer: _____

Joyce Vasut, Executive Director of Administrative Services

Date: _____

2/5/2015

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

Balance Comparison by Quarter

<u>INVESTMENT BALANCES BY TYPE</u>	<u>Book Value 3/31/2014</u>	<u>Book Value 6/30/2014</u>	<u>Book Value 9/30/2014</u>	<u>Book Value 12/31/2014</u>
TEXPOOL	\$ 2,795,006	\$ 3,161,512	\$ 2,541,922	\$ 3,518,063
BRAZOS VALLEY SCHOOLS CREDIT UNION	245,016	245,380	245,748	246,117
AMEGY BANK - OPERATING ACCOUNT	32,961	32,828	3,745	42,898
TOTAL CASH AND INVESTMENTS	<u><u>\$ 3,072,983</u></u>	<u><u>\$ 3,439,720</u></u>	<u><u>\$ 2,791,415</u></u>	<u><u>\$ 3,807,077</u></u>

ROSENBERG DEVELOPMENT CORPORATION
INVESTMENTS OUTSTANDING AS OF DECEMBER 31, 2014

Purchase Date	Description	Maturity Date	# Days to Maturity	Cost	Par Value	Coupon Yield	9/30/2014		Quarterly Activity			12/31/2014		Unrealized Gain/Loss
							Book Value	Market Value	Purchases	Maturities	Interest	Book Value	Market Value	
TEXPOOL														
N/A	Texpool - General Fund	N/A	N/A		3,518,063	0.03%	2,541,922	2,541,922	1,050,900	(75,000)	240	3,518,063	3,518,063	-
													92%	OF TOTAL
BRAZOS VALLEY SCHOOLS CREDIT UNION														
3/28/2014	Certificate of Deposit	3/28/2015	365	245,000	245,000	0.60%	245,748	245,748			369	246,117	246,117	-
													7%	OF TOTAL
DEPOSITORY - AMEGY BANK														
N/A	Operating Account	N/A	N/A		42,898	0.00%	3,745	3,745	75,977	(36,825)		42,898	42,898	-
													1%	OF TOTAL
TOTAL PORTFOLIO				\$ 245,000	\$ 3,805,960	0.07%	2,791,415	2,791,415	1,126,878	(111,825)	609	3,807,077	3,807,077	-



COMMUNICATION FORM

February 12, 2015

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

SUBMITTED BY :

A handwritten signature in black ink that reads 'Travis Tanner'.

Travis Tanner
Executive Director of Community
Development

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

EXECUTIVE SUMMARY

This agenda item was requested by the RDC Board at the January RDC Meeting. The board requested that staff update the map to provide anticipated cost figures of each proposed sidewalk segment. On the next page is the sidewalk map with cost figures.

The RDC does not have funds budgeted for the sidewalk project in the Fiscal Year 15 Budget.

Sidewalk Proposal for Community Connectivity City of Rosenberg, Texas

Sidewalks

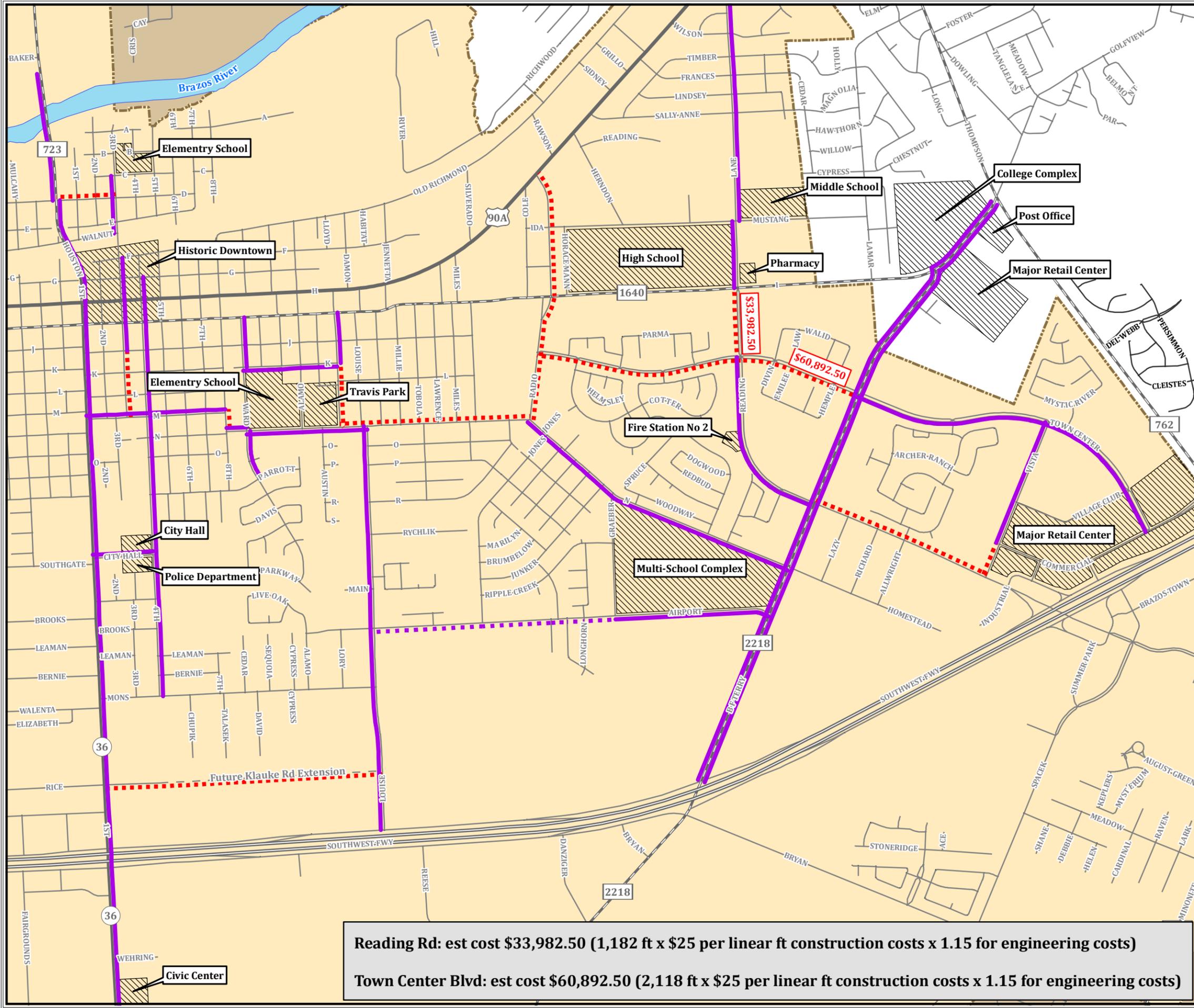
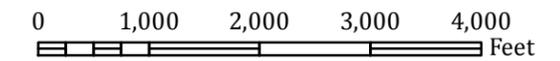
- Proposed Sidewalk
- Existing Sidewalk
- Sidewalk 2015

Basemap Features

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



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



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

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

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



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

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

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

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.⁴³ 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.⁴⁴

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.⁴⁵

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,

⁴² *Id.* § 501.162. *See id.* § 501.102.

⁴³ *Id.* § 501.103.

⁴⁴ *Id.* § 501.105.

⁴⁵ *Id.* § 502.052

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

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

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

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

Key discussion points:

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

No action was taken.

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

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

Key discussion points:

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



COMMUNICATION FORM

February 12, 2015

ITEM #	ITEM TITLE
2	Downtown Rosenberg Tree Grates

ITEM/MOTION

Consideration of and action on installing tree grates in downtown Rosenberg.

APPROVAL	SUPPORTING DOCUMENTS
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SUBMITTED BY :

Darren McCarthy
Parks and Recreation Director

- 1) Tree Grate Photo and Quote
- 2) RDC Meeting Minute Excerpt – 10-09-14

EXECUTIVE SUMMARY

This item has been requested by Darren McCarthy, Rosenberg Parks and Recreation Director, as an opportunity for the Rosenberg Development Corporation to partner with the City of Rosenberg in installing tree grates in Downtown Rosenberg and to take action as necessary. A local company, Kelly's Welding, could construct the grates at a cost of \$270.00 each. Installation is approximately \$300.00 each for a total cost to complete the project at \$8,000.00. The RDC Projects Fund currently has \$15,888 remaining dollars in the FY 2013 Park Improvements Line Item.

Tree Grate Cost: \$270.00 each
Installation Cost: \$300.00 each



- 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

February 12, 2015

ITEM #	ITEM TITLE
3	Resolution No. RDC-91 Budget Adjustment for Rosenberg Business Park Project
ITEM/MOTION	
Consideration of and action on Resolution No. RDC-91, a Resolution of the Board of Directors of the Rosenberg Development Corporation amending the Fiscal Year 2014-15 Annual Budget in the amount of \$260,000 for improvements to the Rosenberg Business Park.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

Joyce Vasut
Executive Director of Administrative
Services

- 1) Resolution No. RDC-91
- 2) RDC 02-14-13 Meeting Minute Excerpt
- 3) Rosenberg Business Park Development Agreement

EXECUTIVE SUMMARY

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

This budget amendment would provide the additional funds to move forward and obtain Council approval for the infrastructure improvements.

RESOLUTION NO. RDC-91

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSENBERG DEVELOPMENT CORPORATION AMENDING THE FISCAL YEAR 2014-15 ANNUAL BUDGET IN THE AMOUNT OF \$260,000 FOR IMPROVEMENTS TO THE ROSENBERG BUSINESS PARK.

* * * * *

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ROSENBERG DEVELOPMENT CORPORATION:

Section 1. The Rosenberg Development Corporation (RDC) does hereby approve the amendment of its Fiscal Year 2014-15 Annual Budget by allocating \$260,000.00 from Unrestricted Fund Balance to the RDC Projects Fund for the Rosenberg Business Park, and further authorizing the expenditure of said funds for the aforementioned project.

PASSED, APPROVED, AND RESOLVED on this _____ day of _____ 2015.

ATTEST:

Rosenberg Development Corporation

Linda Cernosek, **City Secretary**

Bill Knesek, **President**

Action: Director Grigar made a motion, seconded by Director Suter to approve Items A and C on the Consent Agenda. The motion carried by a unanimous vote of those present.

AGENDA

- 1A. **This item was previously Item B on the Consent Agenda.**
CONSIDERATION OF AND ACTION ON THE MONTHLY ROSENBERG DEVELOPMENT CORPORATION FINANCIAL REPORTS FOR THE PERIOD ENDING JANUARY 31, 2013 AND QUARTERLY INVESTMENT REPORTS FOR THE QUARTER ENDING DECEMBER 31, 2012.
Executive Summary: A copy of the January 2013 RDC Financial Reports and December 2012 Quarterly Investment Reports were included in the agenda packet for review and consideration. Staff recommends approval.

Key discussion points:

- President Knesek referenced Page 11 – almost \$5 million dollars is earning .19%. Is that the best we can do?
- Matt Fielder, Economic Development Director stated we are getting a little better on our Certificate of Deposit. He will discuss with the Finance Director. We carry about \$30,000 in the checking account. We have been notified that we will no longer be getting interest on that. It is a policy Amegy Bank instituted.
- President Knesek asked if the RDC put the money in a FDIC backed Certificates of Deposit, are we still required collateral. Matt Fielder stated he does not know.
- President Knesek stated New First National Bank has a program called CEDARS where you can place all your money with the institution and they place it out under one umbrella. He asked Matt Fielder to check with Brazos Valley Credit Union to see if they have the program.

Action: Director Grigar made a motion, seconded by Director Warstler to accept the monthly Rosenberg Development Corporation Financial Reports for the period ending January 31, 2013 and Quarterly Investment Reports for the quarter ending December 31, 2012. The motion carried by a unanimous vote of those present.

1. **CONSIDERATION OF AND ACTION ON AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CORPORATION, A DEVELOPMENT AGREEMENT, BY AND BETWEEN THE ROSENBERG DEVELOPMENT CORPORATION, THE CITY OF ROSENBERG, AND ROSENBERG BUSINESS PARK, LTD., FOR THE DEVELOPMENT OF THE ROSENBERG BUSINESS PARK.**

Executive Summary: The Rosenberg Development Corporation (RDC) Strategic Plan, adopted in 2008, established as a priority the development of a deed-restricted business park to the City of Rosenberg. Staff has been working with a Houston-area developer, Fuller Realty Partners, with experience developing business parks. They have secured a partnership with the owner of the 184-acre tract previously known as the Wind Meadows Subdivision, which was to include six hundred and ninety-three (693) residential lots that are forty-five feet (45') wide. The Agreement to construct a deed-restricted business park will supersede the Development Agreement for Wind Meadows Subdivision.

The concept for the proposed Rosenberg Business Park was presented to City Council at the October 23, 2012 Workshop, and to the Planning Commission at the December 19, 2012 meeting. The proposed Agreement was approved by the City Council at their February 05, 2013 meeting. Approval by the RDC Board will finalize the Agreement.

Staff recommends approval authorizing the Executive Director to negotiate and execute a Development Agreement by and among the City, Rosenberg Development Corporation, and Rosenberg Business Park, Ltd., for the development of the Rosenberg Business Park.

Key discussion points:

- Matt Fielder gave an overview of the item and explained the Development Agreement. There have been no significant changes. City Council approved it at the Regular meeting.

We resolved the issue with the limitation of sovereign immunity. They wanted a requirement that we would appropriate funds in the future. That was resolved and no change was made.

- Director Grigar referenced the land title survey Exhibit D. On the other side of the creek on the far right side the entire corner is suppose to be detention for the subdivision. It looks like only one-half of it is there and is that enough going from a subdivision to a business park or does that need to be completed.
- Matt Fielder stated he has not been told it needs to be completed. The business park will probably require less detention because there is less development than in a subdivision. Their thought was that someday as Spacek develops that property would feed off Spacek Road. At this time, Spacek dead ends into Bryan Road and is on the City's Thoroughfare Plan to continue south.
- President Knesek referenced Page 3. This whole deal is contingent on RDC approving the deed restrictions. Will RDC be a party to the approval process? Matt Fielder stated that was not a vision, it was going to be City Council. President Knesek asked if there is any reason RDC can't be. Matt Fielder stated no. President Knesek stated he would like to be.
- President Knesek stated there will be a City administrative fee on our part of this. Matt Fielder stated it will be done like any other City construction project. If there is a fee it will be split between the City and RDC. That pays for inspection and a project manager.
- President Knesek stated the RDC agreed upon approximately \$347,300 and was concerned about the agreement not having a cap or "not to exceed" amount. Matt Fielder stated there is not a "not to exceed". We have had two different engineers review the numbers. It is hard to put a "not to exceed" on a project that might not happen for another five years. We agreed that this is the cost today if we did this.
- President Knesek stated are we in essence writing a blank check on this project. Matt Fielder stated he does not think so. The numbers are the best guess at this time. It is not a blank check because you can always control what you do. Our intention is to put in nice concrete paving with curb and gutter streets. If we need to value the engineering that can be done. It is unforeseen liability on them as well.
- President Knesek stated he has concern about there being no cap or "not to exceed" on the amount we say we will be spending in the Business Park agreement.
- Director Cook stated this is similar to what we did with the bonds. The engineers have been doing it a long time and they are familiar with the numbers.
- Matt Fielder stated we typically do not put a number on our development agreements. The development agreement that was on that property committed us to funding one-half the cost of Bryan Road.
- President Knesek asked what the developer's investment will be. Matt Fielder stated the developer has invested over \$2 million in the ditch, deleting the MUD and it will total about \$6 million.
- Director Suter asked to go back to the question of being involved in deed restrictions. He stated he does not want to delay the program in the sense that RDC meets once a month and Council meets several times during the month. He thinks that if there are specific deed restrictions the RDC Board would like to see, we need to present that up front and not be going back between Council and RDC. A corner of it will be touched by West Fort Bend Management District. He does not want it to become a barrier of getting this project in by discussing the different deed restriction ideas. If there are specific deed restrictions then the Board may need to discuss and then present the Board's ideas to Council.
- President Knesek stated he would like RDC to have some input and he envisions that the deed restrictions would be submitted in such a timeframe that RDC could get a copy and review it and then give our comments to Council. Approval would still be with Council. He wants RDC to have the ability to offer some input.
- Director Morales stated he thinks we need to let them submit and then it can be marked up and then given to Council.

Action: Director Morales made a motion, seconded by Director Suter to authorize the Executive Director to negotiate and execute, for and on behalf of the Corporation, a Development Agreement, by and between the Rosenberg Development Corporation, the City of Rosenberg, and Rosenberg Business Park, Ltd., for the development of the Rosenberg Business Park. The motion

carried by a unanimous vote.

Further discussion:

- Matt Fielder stated the first step is for the developer to deal with the MUD. Until that is done, deed restrictions are done and it is platted we do not have a responsibility to do anything.
- We need to declare the project and that will be put on the next meeting agenda and we will go through the process. He thinks we should do Phase 1 and Phase 2 because in five to six years down the road and other people are working on it he does not want any errors made.
- President Knesek asked at what point will discussion be held on how the RDC portion will be funded. Matt Fielder stated that will have to be in an upcoming meeting.
- No action is to be taken.

2. CONSIDERATION OF AND ACTION ON REIMBURSING THE CITY OF ROSENBERG FOR GATEWAY TRANSPORTATION MAINTENANCE FROM STATE HIGHWAY 36 TO SPUR 10 IN THE AMOUNT OF \$17,998.75.

Executive Summary: At the December 2012 Regular meeting of the Rosenberg Development Corporation, the Board reviewed proposed bid specifications for the mowing of the U.S. Highway 59 right-of-way from State Highway 36 to Spur 10. The Board directed staff to coordinate with TxDOT to include their current mowing schedule into the program. The contract, attached in the agenda packet, will accomplish monthly mowing through September, when the existing maintenance contracts end. At that point, the contract can be consolidated into the rough cut mowing contract for the full length of U.S. Highway 59.

Key discussion points:

- Matt Fielder gave an overview of the item. Bid specifications were taken and we bid it through September because that is when the other two contracts end and it can be rolled into one contract for the rough cut on US 59. We received three bids and Fort Bend Commercial Cutters was the low bidder. They have done mowing for us previously and are in our ETJ.
- Director Grigar referenced the technical specifications on the first page under - 3 "Execution of Work", third paragraph - "Mowing shall be performed Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding City-observed holidays." Does that include the TxDOT mowing? Matt Fielder stated they have their own contract with TxDOT. TxDOT does three mowings a year. Instead of us taking over what they were doing we talked to TxDOT and they agreed to continue doing those three mowings in addition to what we are doing.
- Director Grigar referenced Item 10. - Inspections and Acceptance of Work - who is going to do the inspections? Matt Fielder stated he and Jeff Trinker, Assistant Economic Development Director will do the inspections.
- Director Suter asked what happens if we have a contract and TxDOT starts their project that will come into the areas we are mowing. Do we need to build that into next year's contract or maybe in this contract where we have terms to extend the contract for an additional year. Matt Fielder referenced "General Services Contract" bottom of page 1. This can be added to the contract.
- Director Morales asked if this is consistent with what West Fort Bend Management District is doing? Matt Fielder stated yes.

Action: Director Morales made a motion, seconded by Director Grigar to approve reimbursing the City of Rosenberg for Gateway Transportation Maintenance from State Highway 36 to Spur 10 in the amount of \$17,998.75. The motion carried by a unanimous vote.

3. REVIEW AND DISCUSS PROPOSED NEIGHBORHOOD PARK PROJECTS, AND TAKE ACTION AS NECESSARY.

Executive Summary: At the January 2013 Regular meeting of the Rosenberg Development Corporation, the Board requested that the Parks and Recreation Director provide a list of needed projects at the City's neighborhood parks. That list is included for the Board's consideration.

**ROSENBERG BUSINESS PARK
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT by and among THE CITY OF ROSENBERG, TEXAS, a Texas home-rule municipal corporation ("City"), the ROSENBERG DEVELOPMENT CORPORATION, a Type B economic development corporation (the "RDC"); and ROSENBERG BUSINESS PARK, LTD., a Texas limited partnership (referred to as the "Developer"), entered into on this 1 day of March, 2013 for the purpose of developing the Rosenberg Business Park, an industrial and distribution business park.

WHEREAS, Developer is the owner of approximately 184 acres of land in the corporate limits of the City of Rosenberg, Texas, more fully described by legal instrument marked as Exhibit "A," attached hereto and incorporated herein for all purposes ("Property");

WHEREAS, in accordance with Article III, Section 52-a, Texas Constitution, and Chapter 380, Texas Local Gov't Code, the City may establish and provide for the administration of a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the municipality;

WHEREAS, the City has agreed to construct certain drainage, utilities, and roads and cause the installation of natural gas and electrical service for the Property to encourage and promote the development of an industrial and distribution business park on the Property, thereby enhancing and stimulating business and commercial activity in the City;

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

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

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

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

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City, the RDC, and Developer hereby agree as follows:

1. **Dissolution of District.** The Property is currently located wholly within the boundaries of Fort Bend County Municipal Utility District No. 150 (the "District"). The parties agree that the District is no longer beneficial to the Property or necessary in order to provide utilities to the Property. The Developer will submit to the City for approval by July 1, 2013, a plan to settle all reimbursements and other financial obligations owed by the District so that the District will no longer have outstanding debts or liabilities at the time of dissolution of the District by the City. The dissolution plan may include exclusion of land from the District, annexation of land into another district, and/or releases of claims for payment from the District. As part of the dissolution plan, the Developer will (i) pay any administrative costs associated with such dissolution, including the District's outstanding legal fees, (ii) convey to the City for its ownership, operation and maintenance a drainage ditch on the northern boundary of the District as shown on the survey attached as **Exhibit "D"** (the "Ditch") free and clear of all liens and encumbrances. The dissolution plan shall not require the City to incur any costs. The City agrees to assist and cooperate with the Developer in the dissolution of the District upon approval of the dissolution plan, including all actions necessary to annex any District land, not including the Property, into another special district in the City. However, the City will not dissolve the District if dissolution would result in the assumption of any outstanding debts or liabilities of the District by the City. If the Developer and City are unable to agree upon a dissolution plan of the District, the Developer may terminate this Development Agreement without penalty and with no further obligations hereunder.
2. **The Project; Deed Restrictions.** The Developer intends to construct (or cause to be constructed) an industrial and distribution business park to be known as the Rosenberg Business Park (the "Project"). Developer will submit to the City for approval draft deed restrictions for the Property. Among other issues, the deed restrictions will restrict the 184 acres to an industrial and distribution business park, along with retail sales associated with industrial and distribution uses and will provide

other standards that address the quality of development in the business park. No residential or other retail uses will be allowed in the business park. The McCombs property (approximately 15.07 acres located on FM 2218) will not be included in the Project. The Developer agrees to create a mandatory property owners association ("POA") to maintain the common areas and enforce the restrictions. The City's approval and the subsequent recordation of the deed restrictions is a condition precedent to the City's construction of any Public Improvements, as described herein. The City must approve in writing any changes to the deed restrictions that affect the land uses allowed on the Property prior to recordation for such changes to be effective. The Developer is not liable to the City for any subsequent changes in deed restrictions that are made after the Developer no longer owns a majority interest in the Property.

3. **Public Improvements.** The City agrees to fund, design and construct the Public Improvements in accordance with this Agreement, which include the water distribution, sanitary sewer, storm water drainage, and paving improvements set forth in **Exhibit "A"** attached hereto as well as the installation natural gas lines and electrical service in the sizes and volts as set out on **Exhibit "E"** attached hereto. The Public Improvements do not include any private internal facilities to serve specific tracts within the Property. Costs of the Public Improvements to be funded by the City include the costs of design and construction of the Public Improvements as well as all costs incurred in connection with obtaining governmental approvals, certificates, and permits required in connection with the construction of the Public Improvements. The installation of natural gas and electrical service to the end users will occur contemporaneously with the construction of each phase of the Public Improvements as described herein. The Public Improvements depicted in purple on **Exhibit "B"** estimated in the amount of approximately \$3,478,300 are referred to herein as the "Phase I Improvements." The Public Improvements depicted in blue estimated in the approximate amount of \$1.7 million are referred to herein as the "Future Improvements."
 - a. **Phase I Improvements.** The City will commence design of the Phase I Improvements when all the following have been accomplished:
 - i. The Developer has recorded approved deed restrictions (described in Section 2 above) as a covenant running with the land that binds all future owners of the Property;
 - ii. The Developer provides the City with a recorded plat for the portion of the Property to be served by the Phase I Improvements that includes all right-of-way needed for the Phase I Improvements;
 - iii. The Ditch has been conveyed to the City; and

- iv. The District has been dissolved.

The City agrees use its best efforts to complete the construction of the Phase I Improvements within eighteen (18) months of commencement of the design of the Phase I Improvements. The parties acknowledge that completion may be affected by construction delays beyond the control of the City or by events of force majeure.

- b. City Construction of Future Improvements. The City will be obligated to design and construct the Future Improvements in accordance with this Section. The City will be obligated to begin design of the Future Improvements when either (i) the Developer has sold or entered into a long-term lease with an end user or builder/developer (not investor) of at least fifty percent (50%) of the Property served by the Phase I Improvements or (ii) the Developer has sold or entered into a long-term lease with an end user or builder/developer (not investor) for at least fifty percent (50%) of the Property which requires the Future Improvements ("Property Sale Threshold"). The purpose of the Property Sale Threshold is to assure that the City is not obligated to undertake Future Improvements until they are needed to serve an end user or builder/developer so that they will not be constructed but then remain unused for a significant period of time. Future Improvements will be constructed as needed and may be constructed in phases. The Developer must notify the City in writing of the Property Sale Threshold to trigger the City's obligation to construct any Future Improvements. If the Developer does not meet the Property Sale Threshold and the City is not required to construct the Future Improvements pursuant to this Section within ten years of the completion of the construction of the Phase I Improvements, the City will have the right to terminate this Development Agreement and have no further obligation to construct the Future Improvements.
- c. Funding of Public Improvements. The City will construct the Public Improvements in accordance with all regulatory requirements. The City and the RDC will each fund fifty percent (50%) of the design, testing, and construction of the Project Improvements (the "Project Costs") from legally available funds. The RDC agrees to advance its share of the costs of the Public Improvements as the phases are designed and constructed. The City may make one or more requests for funds per phase, and the RDC agrees to advance such funds to the City within sixty (60) days of receipt of request.
- d. Developer Construction of Future Phases. Prior to meeting the Property Sale Threshold described in subsection (b)(i) and (ii) above, the Developer has the right to fund and construct the Future

Improvements as more particularly described in Exhibit "B". Once the Developer meets the Property Sale Threshold and provides the City with an accounting of the actual costs of the Future Improvements, the City and the RDC will reimburse the Developer the Project Costs for the Future Improvements within 60 days of submittal from the Developer. The RDC agrees to pay its share of such costs to the City within sixty (60) days of request by the City to allow the City to reimburse the Developer.

4. Water, Wastewater and Drainage Service for the Project.

- a. General. Upon completion of the infrastructure for water and wastewater service to the Project by the City, the City shall provide water and wastewater service to the Project and major outfall drainage service for the Project. Equivalent single family connection or ESFC means the daily measure of water and wastewater that is attributed to one single-family home as determined by the City. The City will provide up to 693 ESFC of water and wastewater service to the Property. Such water, wastewater and drainage service shall be provided by the City in accordance with the same policies and ordinances for similarly classified City water and wastewater customers, as may be amended from time to time.
- b. Impact Fees. The City will charge impact fees to the new development for the Project pursuant to its impact fee ordinances as amended from time to time, provided that no impact fees will be charged to the Property for the costs of the Public Improvements.

5. Conveyance of Easements for Utilities and Public Roads. The Developer shall timely convey and donate to the City all easements for the construction of the Public Improvements. Such easements shall be in form and content reasonably acceptable to the City and shall either (i) be reflected on a plat filed with the City, or (ii) evidenced by separate instrument from the Developer to the City. Additionally, the Developer agrees to convey and donate to the City the land described on the attached Exhibit "C" for the realignment of Bryan Road and the widening of FM 2218 within 180 days of receipt of written notice from the City.

6. Additional Developer Obligations.

- a. Promotion of Business Park. In order to promote the Project, the Developer agrees to erect a sign promoting the business park on FM 2218. In order to maintain an attractive appearance to the Project, the Developer agrees to landscape the entrance to the Project and cause

the POA to maintain the entrance to the Project, the highway right of way on FM 2218 adjacent to the Project, and common areas in the Project.

- b. Performance Requirements. The parties agree that this Section 6(b) constitutes the requirements of a performance agreement under Section 501.158, Texas Local Government Code. In consideration of an expenditure made on behalf of the RDC, the Developer will:
- i. commence construction of a building of a minimum of 25,000 square feet in the Project within twenty-four (24) months of completion of the Phase I Improvements;
 - ii. Assure the creation of at least five (5) new jobs in the Project and provide to the City access to any documentation to allow the City to determine compliance with this Section 6.B.;
 - iii. convey the Ditch to the City and forego any rights to reimbursement; and
 - iv. convey right of way necessary for emergency access to the Property as described in Section 6 (c) below; and

If performance requirements of this Development Agreement are not met in accordance with Section 501.158(b)(2), Texas Local Government Code, the Developer shall reimburse all amounts advanced by the City and the RDC for the Public Improvements (the "Reimbursement Amount"). The City agrees to credit against the Reimbursement Amount the costs of the Ditch and the value of the right of way donated to the City; and the City agrees that the value of the Ditch and right of way is greater than or equal to the City's portion of the Reimbursement Amount and no further funds shall be due the City. Payment of the RDC's portion of the Reimbursement Amount shall be effected as follows. The Developer shall immediately remove any special appraisals of the Property applied for under Chapter 23 of the Texas Tax Code and going forward make payments of taxes on the land at market value. The City shall pay to the RDC all tax revenues attributable to the removal of the special appraisal until the full amount of the RDC's participation is repaid. The City and the RDC shall also have the right to terminate the Development Agreement and shall have no obligation to build the Future Improvements.

- c. Alternate Emergency Access. The Developer agrees to donate and convey to the City its Property for right-of-way for alternate emergency access to the Property. Once the City has determined a

viable route for such alternate emergency access into the Project, the Developer agrees to dedicate necessary right of way on Property owned by the Developer within sixty days of written notification from the City. The Developer shall have no obligation to provide right-of-way on land outside the Property for such access. If the Developer fails to provide the right of way for the alternate emergency access from Property owned by the Developer within one hundred eighty (180) days of receipt of written request by the City, the City's sole remedy is to not construct the Public Improvements and to terminate the Agreement.

d. Removal of Special Appraisal. The Developer agrees to remove from the Property all special appraisals for agricultural use, open space, or any other special appraisals applied for under Chapter 23 the Texas Tax Code within five years of the completion of the construction of the Phase I Improvements. If after such time, the Developer is still claiming any agricultural, open space, or other special appraisal under Chapter 23 of the Texas Tax Code on any of the 184 acres of the Property, the Developer agrees to pay the City annually a payment in lieu of taxes in the amount of taxes that would have been paid to the City as if the land subject to the special appraisal had been taxed at market value. Such payment shall be due and payable to the City at the same time as City property taxes are due, and delinquencies shall accrue penalty and interest at the same rate and in the same manner as delinquent City property taxes. Payment shall be made by the Developer without the need for an invoice from the City and shall provide appropriate verifiable documentation from the Fort Bend Appraisal District as to the market value.

7. Default of this Agreement. An "Event of Default" under this Agreement shall occur upon the failure of either party hereto to timely and fully perform or comply with any of the terms and conditions of this Agreement. However, with respect to any breach of this Agreement, which may be cured by the payment of money, an Event of Default shall not occur (a) until the defaulting party has received written notice of such default and has not completely and fully cured such default within ten (10) working days after receipt of such written notice from any source, and (b) with respect to any other breach of this Agreement, an Event of Default shall not occur until the defaulting party has received written notice of such default and has not cured such default within thirty (30) calendar days (or, if such default is not susceptible of being cured within such thirty (30) day period, such additional period of time as may be reasonable to cure such default, provided that the defaulting party initiates the cure of such default in such thirty (30) calendar day

period and thereafter continuously and diligently, by using its commercially reasonable efforts, prosecutes the cure of such default to completion). If an Event of Default occurs, the non-defaulting party shall be entitled to pursue any and all remedies available at law or in equity, which remedies shall be cumulative and not exclusive. Failure to meet Property Thresholds under Section 3(b) or the failure to meet additional Developer obligations under Sections 6(b) (c) and (d) do not constitute an Event of Default, and the City's sole remedies under Section 3(b), and Sections 6(b), (c) and (d) being the remedies specified in each respective section.

8. **Separate Status.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise.
9. **Construction and Interpretation.**
 - a. Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.
 - b. The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.
 - c. This Agreement may be executed in several counterparts; each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.
10. **INDEMNIFICATION AND HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF**

TO THE CITY AND THE RDC TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY OF ROSENBERG AND THE ROSENBERG DEVELOPMENT CORPORATION, THEIR OFFICERS, AGENTS AND EMPLOYEES, AND HOLD THEM HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPER'S EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF THE CITY, THE RDC OR THEIR OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.

11. **Insurance.** The City agrees to require any contractor who constructs any phase of the Project Improvements to maintain insurance policies, with the minimum limits of insurance coverage, consistent with the City's general requirements for construction activities of comparable value to the particular phase of the Project Improvements that may be under construction. All insurance policies carried by such contractors shall name the Developer as additional insured (with respect to liability arising out of work performed by the contractors or subcontractors, as applicable) and shall contain a waiver of subrogation in favor of the Developer.

12. **Miscellaneous Provisions.**

a. **Actions Performable.** The City, the RDC, and the Developer agree that all actions to be performed under this Agreement are performable solely in Fort Bend County, Texas.

b. **Assignability.** Performance by Developer under the terms and conditions of this agreement are deemed personal and, as such, any attempt to convey, assign or transfer those duties and obligations without the prior written approval and consent by City are void; provided, however, Developer shall be authorized to assign or transfer its rights, duties and obligations under this Agreement to an affiliate of Developer under common ownership and control. Developer may assign its right to receive any payments under this Agreement, but not its duties or obligations, to Developer's financial

lenders of this Project without the consent of the City and the City agrees to execute estoppel certificates (in a form reasonably acceptable to the City) reasonably required by such financial lenders regarding the status of this Agreement.

- c. Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- d. Complete Agreement. This Agreement represents the complete agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties hereto or permitted or approved assignees.
- e. Exhibits. All exhibits attached to this Agreement are incorporated herein reference and expressly made part of this Agreement as if copied verbatim.
- f. Notice. Any notice or demand which either the City, the RDC, or the Developer is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by facsimile, (iii) sent by registered or certified mail, postage prepaid, or (iv) sent by commercial overnight carrier, and addressed to:

If to the City:

City of Rosenberg, Texas
P.O. Box 32
2110 Fourth Street
Rosenberg, Texas 77471
Attention: City Manager
Telephone: (832) 595-3400
Fax: (832) 595-3333

or any other address or addresses which the Developer may be notified of in writing by the City;

If to the RDC:

Rosenberg Development Corporation
2110 Fourth Street

Rosenberg, Texas 77471
Attention: Matt Fielder
Telephone: (832) 595-3400
Fax: (832) 595-3333

or any other address or addresses which the City or the Developer may be notified of in writing by the RDC;

If to the Developer:

Rosenberg Business Park, Ltd.
1800 Augusta, 4th Floor
Houston, Texas 77056
Telephone: (713) 850-8400
Fax: (713) 850-8405

Attn: William G. Smith, Jr.

or such other address or addresses which the City or RDC may be notified in writing by the Developer.

Such notice shall be deemed to have been served (a) four (4) business days after the date such notice is deposited and stamped by the U. S. Postal Service, except when lost, destroyed, improperly addressed or delayed by the U.S. Postal Service, or (b) upon receipt in the event of personal service or (c) the first business day after the date of deposit with an overnight courier, except when lost, destroyed, improperly addressed or delayed by the courier, or (d) the date of receipt by facsimile (as reflected by electronic confirmation); provided, however, that should such notice pertain to the change of address to either of the parties hereto, such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.

- g. Force Majeure. Any delay or failure in the performance by a party under this Agreement shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure means acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction,

blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity. Any party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other parties were timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

- h. Forum Selection. This Agreement and the relationship between the City, the RDC, and Developer shall be governed and interpreted under the laws of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between the City, the RDC, and Developer shall exclusively be the appropriate court in Fort Bend County, Texas. Developer specifically consents to and waives any objections to, in personam jurisdiction in Fort Bend County, Texas.
 - i. Appointment of Representatives. To further the commitment of the parties to cooperate in the implementation of this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City (the "City Representative") shall be Matt Fielder or his designee; the initial representative for the RDC shall be Matt Fielder; and the initial representative for Developer shall be William G. Smith, Jr. (the "Developer Representative"). The representatives shall be available at **all** reasonable times and places to discuss and review the performance of the parties to this Agreement and the development of the Property.
13. Preamble. The findings of fact, recitations and provisions set forth in the preamble to this Development Agreement are true and are adopted and made a part of the body of this agreement, binding the parties hereto, as if the same were fully set forth herein.
14. Representation of Authority. The City represents and warrants to the Developer that the City is duly authorized and empowered to enter into this Agreement and has the legal authority to reimburse the Developer as provided in this Agreement. The RDC represents and warrants to the Developer and the City that the RDC is duly authorized and empowered to enter into this Agreement and has the legal authority to reimburse the Developer as provided in this Agreement. The Developer represents and warrants to the City and the RDC that it has the requisite authority to enter into this Agreement and is a proper party to this Agreement.

15. **Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City, the RDC and Developer, respectively.
16. **Performance Agreement.** This Agreement constitutes a performance agreement under Section 501.158, Texas Local Gov't Code. The RDC finds that the creation and/or retainage of jobs and the capital investment made by the Developer, the conveyance of the drainage ditch and right of way for access to the Project are sufficient consideration for the expenditures made by the Corporation under this Agreement.
17. **Economic Incentives Constitute a Program.** This Agreement constitutes an economic development program to promote state or local economic development and to stimulate business and commercial activity in the City pursuant to Article III, Sec. 52-a, Texas Constitution, and Chapter 380, Texas Local Gov't Code.
18. **Employment of Undocumented Workers.** During the term of this Agreement the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a(1), the Developer shall repay any other funds received by the Developer from the City or the RDC under this Agreement, plus interest at the annual interest rate of 6% from the date of violation until paid. The Developer shall have the right to appeal any such violation through all available legal recourses and will repay any funds only when all appeals have been exhausted. The Developer is not liable for a violation of this section by a subsidiary, affiliate, or franchise of the Developer or by a person with whom the Developer contracts.
19. **Good Faith Representations.** The parties agree that they have entered into this Agreement in good faith, intend to deal with each other in good faith, and intend for this Development Agreement to be enforceable as to its terms under Texas law.
20. **Term.** This Agreement will remain in force and effect for a term of twenty-five (25) years or until earlier terminated by the City pursuant to Sections 3(b), 6(b) and/or 6(c) of this Agreement, or terminated by the Developer pursuant to Section 1 of this Agreement.

List of Exhibits

Exhibit "A": Description of Property

Exhibit "B": Description of the Public Improvements

Exhibit "C": Description of Land Dedication for Widening of Bryan Rd. and FM 2218

Exhibit "D": Survey of Property depicting Drainage Ditch

Exhibit "E": Natural Gas and Electric Service

CITY:

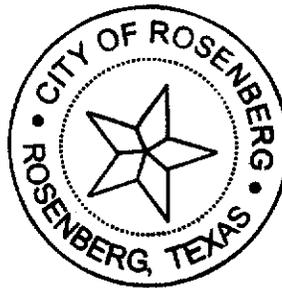
**CITY OF ROSENBERG, a Texas
home-rule municipal corporation**

By: Jack S. Hamlett
Name: JACK S. HAMLETT
Title: CITY MANAGER

Attested:

Linda Lemrosek
City Secretary

Date: February 5, 2013



DEVELOPER:

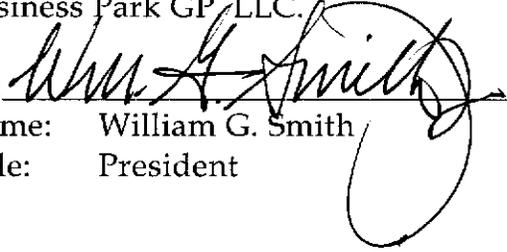
ROSENBERG BUSINESS PARK, LTD.

By its general partner, Rosenberg
Business Park GP, LLC.

By:

Name: William G. Smith

Title: President

A handwritten signature in cursive script, appearing to read "Wm G. Smith", is written over a horizontal line. The signature is fluid and extends slightly above and below the line.

ROSENBERG DEVELOPMENT
CORPORATION

By: Jack S. Hamlett
Name: JACK S. HAMLETT
Title: EXECUTIVE DIRECTOR

Exhibit "A"

**METES AND BOUNDS DESCRIPTION
OF 183.7 ACRES OF LAND
IN THE S.B. PENTECOST SURVEY, A-378
AND THE S.B. PENTECOST SURVEY, A-362
FORT BEND COUNTY, TEXAS**

All that certain 184.4 acres of land, being a portion of the 158.5 acre tract described in the deed from 2218 Rosenberg, L.P. to Windmeadows Investors, Ltd., recorded under File No. 2005-095386, in the Official Public Records of Fort Bend County, Texas, the 7.2649 acre tract and the 7.2717 acre tract described as Tract II, the 28.06 acre tract described as Tract III, and 35.95 acre tract described as Tract I, in the deed from Rio Mortgage Company to Windmeadows Investors, Ltd., recorded under File No. 2009-00812, in the Official Public Records of Real Property of Fort Bend County, Texas, and the 11.37 acre tract described in the deed from WM Commercial, L.P. to Windmeadows Investors, Ltd., recorded under File No. 2008-108814, in the Official Public Records of Real Property of Fort Bend County, Texas, in the S.B. Pentecost Survey, A-378 and the S.B. Pentecost Survey, A-362, Fort Bend County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the record bearings of the east line of said 158.5 acre tract, as monumented.)

BEGINNING at a 5/8 inch iron rod found for the east corner of said 158.5 acre tract, common to the south corner of the 17.0 acre tract described in the deed from William Arnold Bryan to Betty Bryan Cruikchank, recorded under File No. 2000-079844, in the Official Public Records of Fort Bend County, Texas, common to the most southerly east corner of the herein described tract, in the northwest line of the 335.34 acre tract described in the deed from Amtex Properties to Amtex Properties, Ltd., recorded under File No. 2002-100334, in the Official Public Records of Real Property of Fort Bend County, Texas;

THENCE South 45° 00' 00" West - 1533.19 feet, along the southeast line of said 158.5 acre tract, common to the northwest line of said 335.34 acre tract, to a 1/2 inch iron rod found for the east corner of the 7.802 acre tract described in the deed from Colletta Ray McMillian, et al. to Lane Aviation, Inc., recorded under File No. 97-09631, in the Official Public Records of Real Property of Fort Bend County, Texas, common to the south corner of said 158.5 acre tract;

THENCE North 45° 03' 23" West - 4823.44 feet, along the northeast line of said 7.802 acre tract, common to the southwest line of said 158.5 acre tract, the southwest line of aforesaid 35.95 acre tract, the southwest line of aforesaid 28.06 acre tract, and the southwest line of aforesaid 11.37 acre tract, to a 5/8 inch iron rod found for the west corner of said 11.37 acre tract, common to the north corner of said 7.802 acre tract, and the west corner of the herein described tract, in the southeast right-of-way line of F.M. 2218 (100' R.O.W.);

THENCE North 44° 43' 46" East - 1532.10 feet, along the northwest line of said 11.37 acre tract, common to said southeast right-of-way line, to a 5/8 inch iron rod found for the north corner of

PAGE 2 – 183.7 ACRES

said 11.37 acre tract, common to an angle corner of the herein described tract;

THENCE South 45° 04' 10" East – 339.74 feet, along the northeast line of said 11.37 acre tract, to an angle corner of the herein described tract, in the northeast line of aforesaid 28.06 acre tract, common to the west corner of aforesaid 7.2649 acre tract, from which a found 1 inch Iron pipe, bears North 38° 47' 40" East – 0.40 feet;

THENCE North 44° 33' 55" East - 1083.82 feet, along the southeast line of the 3.879 acre tract described in the deed from Peggy Geiselman Rice, et al. to PEGMO, L.L.C., recorded under File No. 2003-107704, in the Official Public Records of Real Property of Fort Bend County, Texas, the southeast line of RSC SUBDIVISION, according to the plat thereof recorded under Film Code No. 2007-0058, in the Plat Records of Fort Bend County, Texas, and the southeast line of the 1.9442 acre tract described in the deed from Elnora Barcak to SAAF Real Estate, LLC., recorded under File No. 2006-081965, in the Official Public Records of Real Property of Fort Bend County, Texas (at 1053.82 feet passing a 1 inch iron rod found for the east corner of said 1.9442 acre tract, in the southwest right-of-way line of Bryan Road (60' R.O.W.)) to the north corner of the herein described tract;

THENCE South 65° 26' 05" East - 357.20 feet, with said Bryan Road, to the east corner of aforesaid 7.2717 acre tract, common to the most northerly east corner of the herein described tract;

THENCE South 25° 47' 19" West - 1278.81 feet, along the southeast line of said 7.2717 acre tract, (at 28.20' passing a found 5/8 inch iron rod in the southwest right-of-way line of said Bryan Road) to the south corner of aforesaid 7.2717 acre tract, common to an angle corner of the herein described tract, in the northeast line of aforesaid 28.06 acre tract, from which a found 1 inch iron pipe, bears North 33° 04' 20" East – 0.30 feet;

THENCE South 45° 04' 10" East - 3743.63 feet along the northeast line of said 28.06 acre tract, the northeast line of aforesaid 35.95 acre tract, and the northeast line of aforesaid 158.5 acre tract, to the **POINT OF BEGINNING** of the herein described tract and containing 184.4 acres of land.

SAVE AND EXCEPT - "DIRECTOR'S LOTS 1-5" - 0.7310 ACRE

All that certain 0.7310 acre of land, known as Fort Bend County Municipal Utility District No. 150 Director's Lots, 1 thru 5, recorded respectively under File Nos. 2006-124336, 2009-110293, 2009-110294, 2010-055401, and 2010-055402, in the Official Public Records of Fort Bend County, Texas, the S.B. Pentecost Survey, A-378, Fort Bend County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the record bearings of the east line of said 158.5 acre tract, as monumented.)

PAGE 3 – 183.7 ACRES

COMMENCING at a 1/2 inch iron rod found for the south corner of said 158.5 acre tract, common to the east corner of said 7.802 acre tract;

THENCE North 45° 03' 23" West – 215.17 feet, along the northeast line of said 7.802 acre tract, common to the southwest line of said 158.5 acre tract, to the south corner of said Director's Lot 5, common to the **POINT OF BEGINNING** of the herein described tract;

THENCE North 45° 03' 23" West – 265.35 feet, to the west corner of said Director's Lot 1;

THENCE North 44° 56' 37" East – 120.00 feet, along the northwest line of said Director's Lot 1, to the north corner of aforesaid Director's Lot 1;

THENCE South 45° 03' 23" East – 265.35 feet, to the east corner of said Director's Lot 5;

THENCE South 44° 56' 37" West – 120.00 feet, along the southeast line of said Director's Lot 5, to the **POINT OF BEGINNING** of the herein described tract and containing 0.7310 acre of land.

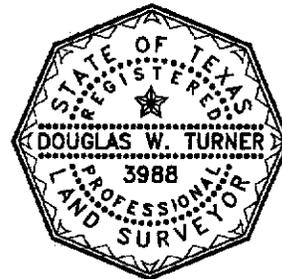
**184.4 Acres (GROSS), SAVE AND EXCEPT 0.7310 ACRE
FOR A NET AREA OF 183.7 ACRES**

Prepared by:
IDS Engineering Group
Job No. 1880-001-00-530

Certified: August 22, 2012
Issued: October 16, 2012

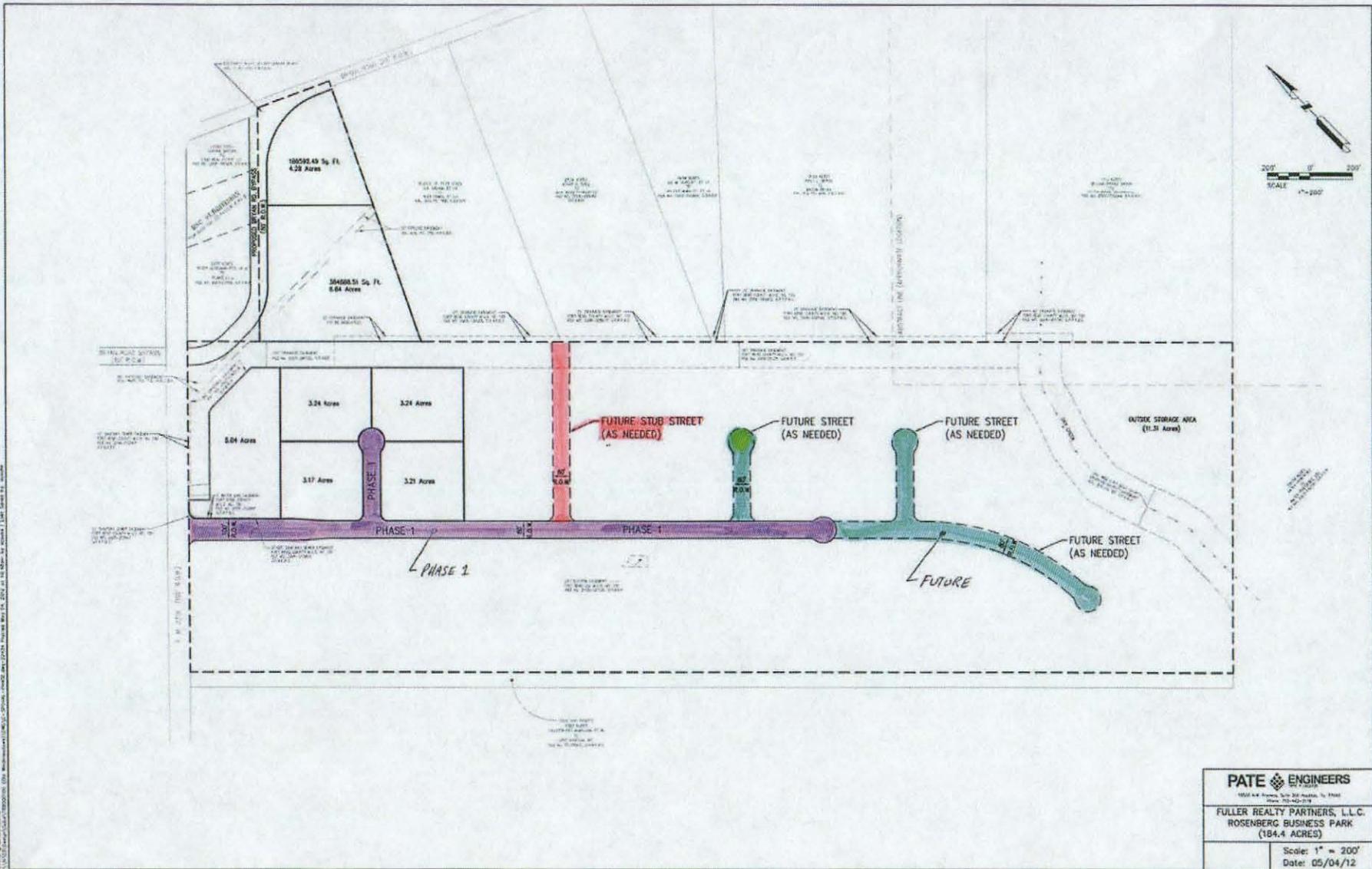


Douglas W. Turner
Registered Professional Land Surveyor
Texas Registration Number 3988



THIS LEGAL DESCRIPTION IS ISSUED AS "PART TWO", IN CONJUNCTION WITH THE LAND TITLE SURVEY BY IDS ENGINEERING GROUP LAST CERTIFIED AUGUST 22, 2012. REFERENCE IS HEREBY MADE TO THE SURVEY AS "PART ONE".

Exhibit "B"



PATE & ENGINEERS
 15001 W. Highway 190, Suite 100, Houston, Texas 77058
 Tel: 281-465-1100
 Fax: 281-465-1101
 www.pateandengineers.com

PATE & ENGINEERS <small>15001 W. Highway 190, Suite 100, Houston, Texas 77058 Tel: 281-465-1100 Fax: 281-465-1101 www.pateandengineers.com</small>	
FULLER REALTY PARTNERS, L.L.C. ROSENBERG BUSINESS PARK (184.4 ACRES)	
Scale: 1" = 200'	Date: 05/04/12

PATE ENGINEERS

TBPE F-002726

ROSENBERG BUSINESS PARK (184.4 ACRES) PHASE 1 INFRASTRUCTURE

SUMMARY OF CONCEPTUAL CONSTRUCTION COST ESTIMATE FOR WATER DISTRIBUTION, SANITARY SEWER, DRAINAGE AND PAVING FACILITIES

April 23, 2012

	Phase 1 Total Cost	
Water Distribution System	\$181,400	
Sanitary Sewer Collection System	\$170,700	
Sanitary Sewer Lift Station & Force Main	\$550,900	
Storm Sewer System	\$1,036,100	
Stormwater Drainage & Detention (See Note 5)	\$0	
Paving	\$775,500	
SWPPP, Erosion Control, and Pollution Prevention	\$35,000	
SUBTOTAL CONSTRUCTION ITEMS	\$2,749,600	
CONTINGENCIES	10%	\$275,000
ENGINEERING, SURVEYING, TESTING, ETC.	15%	\$453,700
TOTAL ESTIMATED CONSTRUCTION COSTS	\$3,478,300	

Notes:

- (1) Cost estimates were prepared on the basis of experience and judgment, utilizing historical bid costs for similar work if available. Actual bids and ultimate construction costs may vary based on market conditions, inflation, and unforeseen field conditions. The final determination of construction cost is made through the bidding process with contractor(s).
- (2) This estimate is based on conceptual land plan dated April 11, 2012, prepared by Pate Engineers, Inc.
- (3) This estimate assumes all excess dirt will be placed onsite with no hauling of excess dirt to offsite location.
- (4) This estimate includes only site grading costs associated with grading of the Right-of-Way
- (5) This estimate does not include any costs for stormwater detention facilities. Detention capacity is assumed to be provided in the existing basin at the site or in a regional detention basin located offsite.
- (6) This estimate assumes a single drainage outfall for the site, based on the current land plan and phasing.
- (7) This estimate does not include any costs related to the Bryan Road Bypass project

PATE ENGINEERS

TBPE F-002726

ROSENBERG BUSINESS PARK (184.4 ACRES) PHASE 1 INFRASTRUCTURE

CONCEPTUAL CONSTRUCTION COST ESTIMATE FOR WATER DISTRIBUTION, SANITARY SEWER, DRAINAGE AND PAVING FACILITIES

April 23, 2012

Item:	Quantity	Unit	Unit Cost	Total
<u>Water Distribution System</u>				
12-inch PVC Water Line	3,000	LF	\$32	\$96,000
12-inch PVC Water Line, Steel Cased under FM 2218	100	LF	\$125	\$12,500
Fire Hydrant	13	EA	\$3,000	\$39,000
8-inch Gate Valve	1	EA	\$1,100	\$1,100
12-inch Gate Valve	3	EA	\$1,900	\$5,700
12-inch x 12-inch Tapping Sleeve and Valve	1	EA	\$5,000	\$5,000
Appurtenances, Staking, Bonds, etc.	15%			\$22,125
<i>Water Distribution Total</i>				<i>\$181,400</i>
<u>Sanitary Sewer Collection System</u>				
8-Inch PVC Sanitary Sewer, All Depths	1,400	LF	\$27	\$37,800
10-Inch PVC Sanitary Sewer, All Depths	2,100	LF	\$33	\$69,300
Sanitary Sewer Manholes	8	EA	\$2,600	\$20,800
Service Leads	300	LF	\$35	\$10,500
Allowance for Wet Sand	1	LS	\$10,000	\$10,000
Appurtenances, Staking, Bonds, etc.	15%			\$22,260
<i>Sanitary Sewer Collection System Total</i>				<i>\$170,700</i>
<u>Sanitary Sewer Lift Station & Force Main</u>				
Lift Station	1	LS	\$375,000	\$375,000
8-Inch PVC Force Main	2,800	LF	\$30	\$84,000
8-Inch PVC Force Main, Steel Cased under FM 2218	100	LF	\$100	\$10,000
Air Release Manhole	2	EA	\$5,000	\$10,000
Appurtenances, Staking, Bonds, etc.	15%			\$71,850
<i>Sanitary Sewer Lift Station & Force Main Total</i>				<i>\$550,900</i>

PATE ENGINEERS

TBPE F-002726

ROSENBERG BUSINESS PARK (184.4 ACRES) PHASE 1 INFRASTRUCTURE

CONCEPTUAL CONSTRUCTION COST ESTIMATE FOR WATER DISTRIBUTION, SANITARY SEWER, DRAINAGE AND PAVING FACILITIES

April 23, 2012

Item:	Quantity	Unit	Unit Cost	Total
<u>Storm Sewer System</u>				
24-Inch RCP Leads	400	LF	\$50	\$20,000
36-Inch RCP Storm Sewer	600	LF	\$85	\$51,000
60-inch RCP Storm Sewer	400	LF	\$205	\$82,000
66-inch RCP Storm Sewer	400	LF	\$235	\$94,000
72-inch RCP Storm Sewer	400	LF	\$250	\$100,000
6-foot x 6-foot RCB Storm Sewer	400	LF	\$260	\$104,000
7-foot x 7-foot RCB Storm Sewer	400	LF	\$270	\$108,000
8-foot x 8-foot RCB Storm Sewer	800	LF	\$280	\$224,000
120-inch Polymer-Coated CMP Storm Sewer	100	LF	\$350	\$35,000
Inlets	18	EA	\$1,500	\$27,000
Storm Sewer Manholes, 24"-42"	2	EA	\$1,500	\$3,000
Storm Sewer Manholes, 48"-72"	3	EA	\$2,100	\$6,300
Storm Sewer Manholes, on RCB	5	EA	\$1,800	\$9,000
Storm Sewer Junction Box	1	EA	\$6,000	\$6,000
Sheet Flow Swale Paving	500	SY	\$45	\$22,500
Slope Paving	140	SY	\$65	\$9,100
Appurtenances, Staking, Bonds, etc.	15%			\$135,135
<i>Storm Sewer System Total</i>				<i>\$1,036,100</i>
<u>Paving</u>				
7-Inch Conc. Pavement, Subgrade, Curbs, etc. (40' B-B)	16,300	SY	\$45	\$733,500
Site Grading	1	LS	\$5,000	\$5,000
Appurtenances, Staking, Bonds, etc.	5%			\$36,925
<i>Paving Total</i>				<i>\$775,500</i>
<u>SWPPP, Erosion Control, and Pollution Prevention</u>				
SWPPP, Erosion Control, and Pollution Prevention	1	LS	\$35,000	\$35,000
<i>SWPPP, Erosion Control, and Pollution Prevention Total</i>				<i>\$35,000</i>

PATE ENGINEERS

TBPE F-002726

ROSENBERG BUSINESS PARK (184.4 ACRES) FUTURE INFRASTRUCTURE (AS NEEDED)

SUMMARY OF CONCEPTUAL CONSTRUCTION COST ESTIMATE FOR WATER DISTRIBUTION, SANITARY SEWER, DRAINAGE AND PAVING FACILITIES

April 23, 2012

	Future Total Cost	
Water Distribution System	\$144,000	
Sanitary Sewer Collection System	\$140,300	
Storm Sewer System	\$371,100	
Stormwater Drainage & Detention (See Note 5)	\$0	
Paving	\$657,300	
SWPPP, Erosion Control, and Pollution Prevention	\$35,000	
SUBTOTAL CONSTRUCTION ITEMS	\$1,347,700	
CONTINGENCIES	10%	\$134,800
ENGINEERING, SURVEYING, TESTING, ETC.	15%	\$222,400
TOTAL ESTIMATED CONSTRUCTION COSTS	\$1,704,900	

Notes:

- (1) Cost estimates were prepared on the basis of experience and judgment, utilizing historical bid costs for similar work if available. Actual bids and ultimate construction costs may vary based on market conditions, inflation, and unforeseen field conditions. The final determination of construction cost is made through the bidding process with contractor(s).
- (2) This estimate is based on conceptual land plan dated April 11, 2012, prepared by Pate Engineers, Inc.
- (3) This estimate assumes all excess dirt will be placed onsite with no hauling of excess dirt to offsite location.
- (4) This estimate includes only site grading costs associated with grading of the Right-of-Way
- (5) This estimate does not include any costs for stormwater detention facilities. Detention capacity is assumed to be provided in the existing basin at the site or in a regional detention basin located offsite.
- (6) This estimate assumes a single drainage outfall for the site, based on the current land plan and phasing.
- (7) This estimate does not include any costs related to the Bryan Road Bypass project

PATE ENGINEERS

TBPE F-002726

ROSENBERG BUSINESS PARK (184.4 ACRES) FUTURE INFRASTRUCTURE (AS NEEDED)

CONCEPTUAL CONSTRUCTION COST ESTIMATE FOR WATER DISTRIBUTION, SANITARY SEWER, DRAINAGE AND PAVING FACILITIES

April 23, 2012

Item:	Quantity	Unit	Unit Cost	Total
<u>Water Distribution System</u>				
8-inch PVC Water Line	2,800	LF	\$22	\$61,600
12-inch PVC Water Line	500	LF	\$32	\$16,000
Fire Hydrant	10	EA	\$3,000	\$30,000
8-inch Gate Valve	3	EA	\$1,100	\$3,300
12-inch Gate Valve	2	EA	\$1,900	\$3,800
12-inch x 8-inch Tapping Sleeve and Valve	3	EA	\$3,500	\$10,500
Appurtenances, Staking, Bonds, etc.	15%			\$18,780
<i>Water Distribution Total</i>				<i>\$144,000</i>
<u>Sanitary Sewer Collection System</u>				
8-inch PVC Sanitary Sewer, All Depths	2,500	LF	\$27	\$67,500
10-inch PVC Sanitary Sewer, All Depths	400	LF	\$33	\$13,200
Sanitary Sewer Manholes	8	EA	\$2,600	\$20,800
Service Leads	300	LF	\$35	\$10,500
Allowance for Wet Sand	1	LS	\$10,000	\$10,000
Appurtenances, Staking, Bonds, etc.	15%			\$18,300
<i>Sanitary Sewer Collection System Total</i>				<i>\$140,300</i>
<u>Storm Sewer System</u>				
24-Inch RCP Leads	500	LF	\$50	\$25,000
30-Inch RCP Storm Sewer	1,300	LF	\$60	\$78,000
36-Inch RCP Storm Sewer	400	LF	\$85	\$34,000
42-inch RCP Storm Sewer	500	LF	\$105	\$52,500
54-inch RCP Storm Sewer	500	LF	\$180	\$90,000
Inlets	12	EA	\$1,500	\$18,000
Storm Sewer Manholes, 24"-42"	5	EA	\$1,500	\$7,500
Storm Sewer Manholes, 48"-72"	2	EA	\$2,100	\$4,200
Appurtenances, Staking, Bonds, etc.	20%			\$61,840
<i>Storm Sewer System Total</i>				<i>\$371,100</i>
<u>Paving</u>				
7-Inch Conc. Pavement, Subgrade, Curbs, etc. (40' B-B)	13,800	SY	\$45	\$621,000
Site Grading	1	LS	\$5,000	\$5,000
Appurtenances, Staking, Bonds, etc.	5%			\$31,300
<i>Paving Total</i>				<i>\$657,300</i>
<u>SWPPP, Erosion Control, and Pollution Prevention</u>				
SWPPP, Erosion Control, and Pollution Prevention	1	LS	\$35,000	\$35,000
<i>SWPPP, Erosion Control, and Pollution Prevention Total</i>				<i>\$35,000</i>

Exhibit "C"

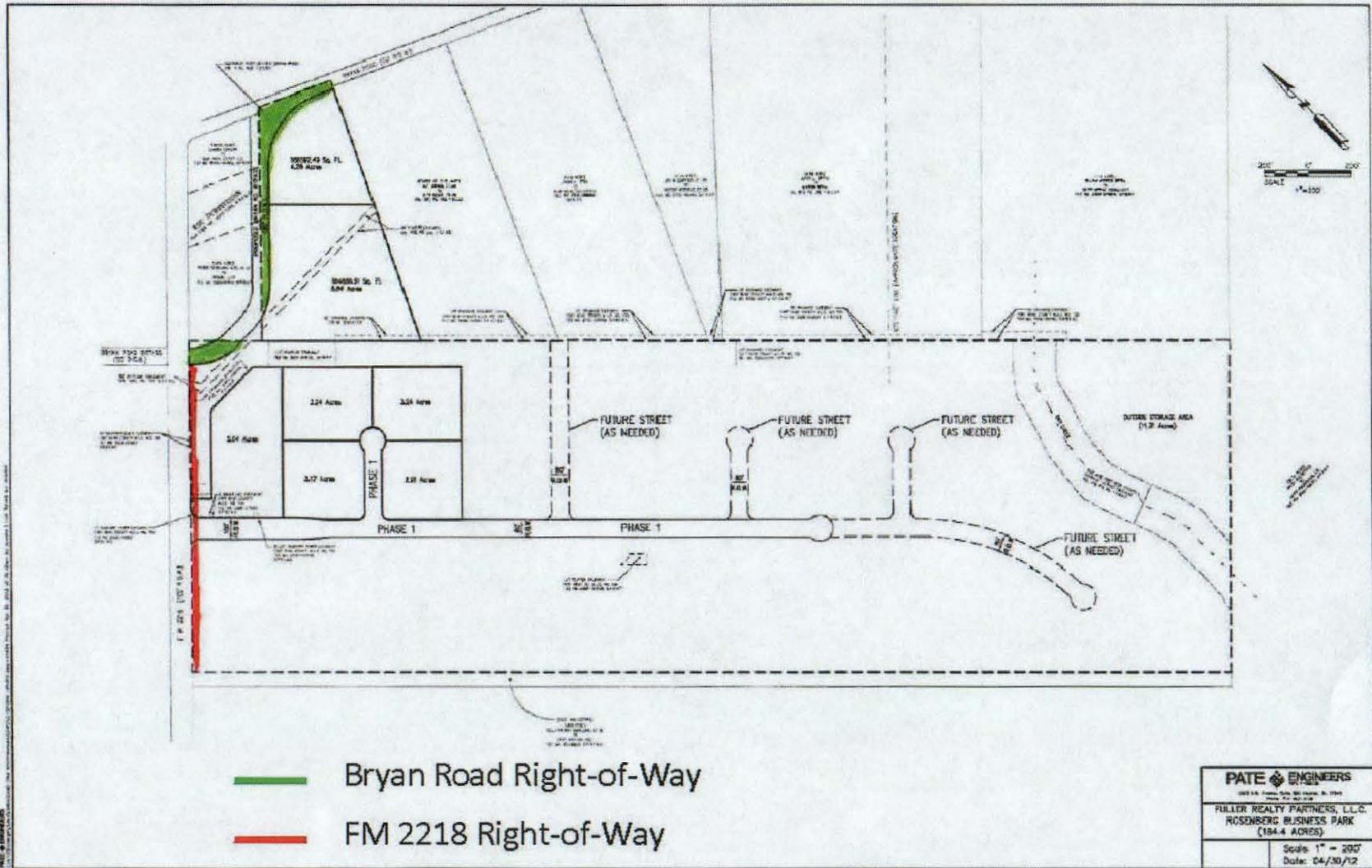
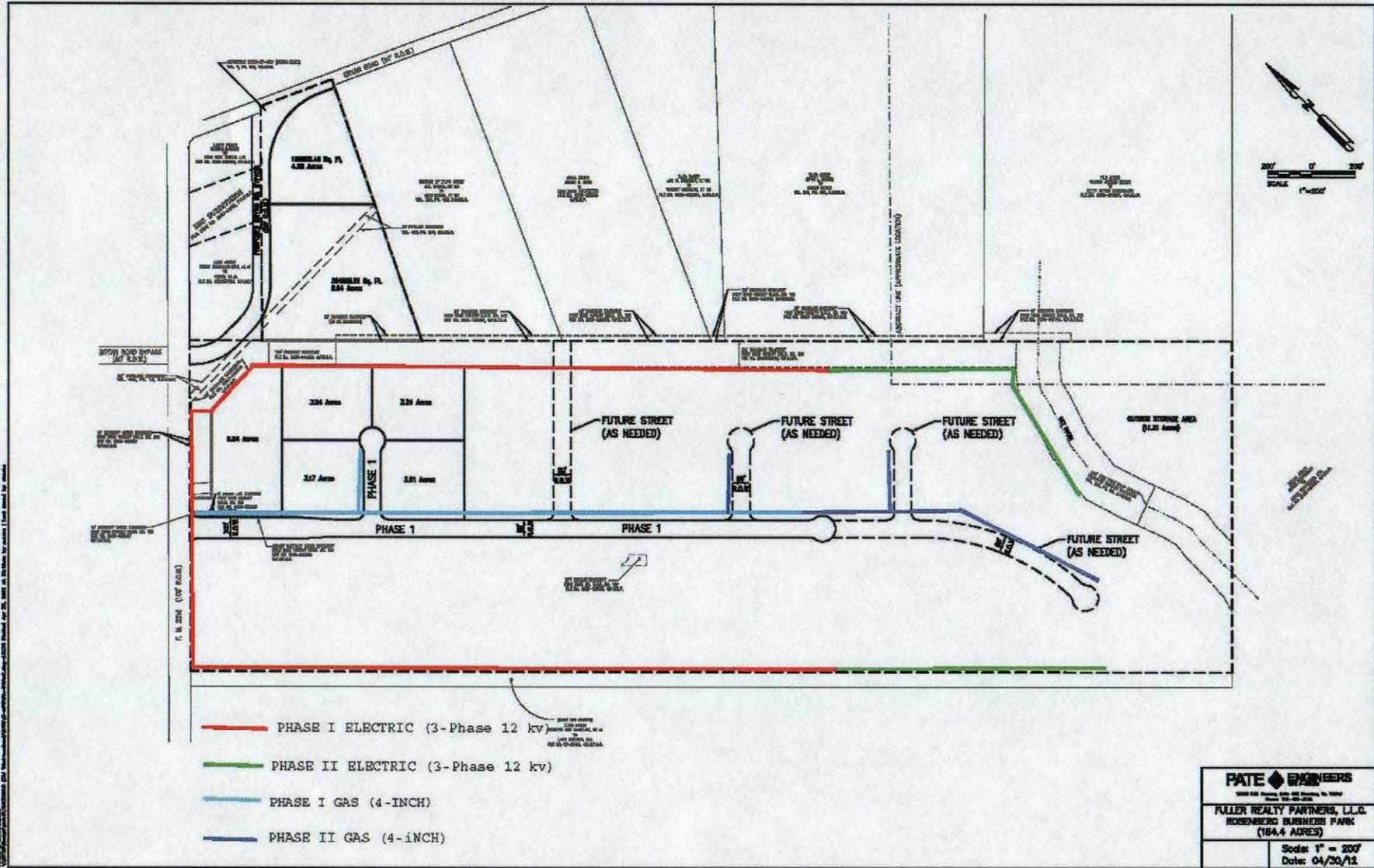


Exhibit "E"





COMMUNICATION FORM

February 12, 2015

ITEM #	ITEM TITLE
4	Rosenberg Development Corporation Incentive Committee
ITEM/MOTION	
Consideration of and action on appointing members to serve on Rosenberg Development Corporation Incentive Committee.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

Randall Malik
Economic Development Director

1) Sample Prospect Lead from Governor's
Office of Economic Development

EXECUTIVE SUMMARY

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

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

Sample Prospect Lead from Governor's Office of Economic Development

FW: Project Diego - Message (HTML)

Message Laserfiche

Reply Reply Forward Delete Move to Create Other Block Safe Lists Categorize Follow Mark Find
to All to All Folder Rule Actions Sender Not Junk Up Unread Select
Respond Actions Junk E-mail Options Find

From: Randall Malik
To: Cynthia Sullivan
Cc:
Subject: FW: Project Diego

Sent: Tue 2/3/2015 3:04 PM

From: Elizabeth Huff
Sent: Wednesday, January 21, 2015 10:30 AM
To: Elizabeth Huff
Subject: Project Diego

Good morning!

The Partnership has been contacted by Project Diego, a California headquarter and medical device manufacturing company. They are considering relocating their operations to Houston, other TX cities, CT, TN or FL . The company anticipates creating **12-15 jobs initially with an ultimate goal of 75+**, and an average salary of \$50,000/year. The capital investment is estimated at **\$575k for FF&E**.

They have the following **real estate** needs:

- Existing 8,000 SF facility is preferred
 - 5,000sf open space for manufacturing expandable to 20,000
 - 3,000sf for office expandable to 10,000

At this point they are focusing on real estate and potential incentives, therefore only a flyer or information packet on the site/building with a cover letter is needed. Please submit your sites by **Tuesday January 27th** at 5:00pm. Let me know if you have any questions and I appreciate your support!

Sincerely,


GREATER HOUSTON PARTNERSHIP
Making Houston Greater.

Elizabeth Huff
Manager, Regional Economic Development
1200 Smith Suite 700, Houston, TX 77002
713-844-3610 | ehuff@houston.org

"Be advised that emails are subject to the Texas Public Information Act. City emails should not be considered confidential."

ELECTED OFFICIALS, BOARD AND COMMITTEE MEMBERS:

ITEM 5

Hold Executive Session pursuant to Texas Government Code Section 551.072 to deliberate the potential purchase, exchange, lease, or value of real property; and, pursuant to Section 551.087 of the Texas Government Code regarding economic development negotiations.

ITEM 6

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



COMMUNICATION FORM

February 12, 2015

ITEM #	ITEM TITLE
7	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 8

Announcements.

ITEM 9

Adjournment.