

**CITY OF DEER PARK
OCTOBER 28, 2019 - 5:30 PM
DEER PARK COMMUNITY
DEVELOPMENT CORPORATION
MEETING - FINAL**

Georgette Ford, President, Position 7
Laura Hicks, Position 6
Faylene DeFrancis, Position 1
Eric Ripley, Position 2



**COUNCIL CHAMBERS
710 E. SAN AUGUSTINE
DEER PARK, TEXAS 77536**

Les Ellard, Position 3
Jeff Lawther, Position 4
Doug Burgess, Position 5

CALL TO ORDER

COMMENTS FROM AUDIENCE

NEW BUSINESS

1. Approval of minutes of regular meeting on July 22, 2019.

[MIN 19-155](#)

Recommended Action: Approval

Attachments: [CDC_MR_72219](#)

2. Approval of minutes of joint meeting on September 23, 2019.

[MIN 19-154](#)

Recommended Action: Approval

Attachments: [CDC_MW_092319.JOINT_CC_PARC_9.23.19](#)

3. Election of Officers.

[OFC 19-007](#)

Recommended Action: Elect officers for a one year term.

Department: City Manager's Office

4. Consideration of and possible action on the quarterly report for the period of July 2019 - September 2019.

[RPT 19-051](#)

Recommended Action: Approve the quarterly report for the period of July 1, 2019 - September 30, 2019 and authorize submission to the City Council.

Department: City Manager's Office, Finance and Parks & Recreation

Attachments: [DPCDC 4th Q Report Cumulative_102819](#)

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

5. Discussion of issues relating to the status of DPCDC projects for the period of July - September 2019. [RPT 19-050](#)

Recommended Action: Receive and discuss the report.

Attachments: [Deer Park CDC Project Update 101519](#)

6. Discussion and possible recommendation to City Council on entering into an agreement with Burditt Consultants, LLC for professional services for the development of the Type B Hike and Bike Trails. [AGR 19-038](#)

Recommended Action: Recommend to City Council to enter into an agreement with Burditt Consultants, LLC for professional services for the development of the Type B Hike and Bike Trails

Department: Public Works

Attachments: [Phase 1 Hike and Bike-Trail AGREEMENT FOR ARCHITECTURAL SERVICE](#)

7. Announcement of dates and times of upcoming DPCDC board meetings. [DIS 19-115](#)

Recommended Action: Acknowledge the dates and times of the upcoming DPCDC board meetings.

ADJOURN

Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board
October 25, 2019

City Hall is wheelchair accessible and accessible parking spaces are available. Hearing assistance devices are available. Requests for accommodations services must be made 72 hours prior to any meeting. Please contact the City Secretary's office at 281-478-7248 for further information.

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.



Legislation Details (With Text)

File #: MIN 19-155 **Version:** 1 **Name:**

Type: Minutes **Status:** Agenda Ready

File created: 10/18/2019 **In control:** Deer Park Community Development Corporation

On agenda: 10/28/2019 **Final action:**

Title: Approval of minutes of regular meeting on July 22, 2019.

Sponsors:

Indexes:

Code sections:

Attachments: [CDC_MR_72219](#)

Date	Ver.	Action By	Action	Result
10/28/2019	1	Deer Park Community Development Corporation		

Approval of minutes of regular meeting on July 22, 2019.

Summary:

Fiscal/Budgetary Impact:

Approval

CITY OF DEER PARK

CDC 1-210

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

THE REGULAR MEETING OF THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION BOARD OF DIRECTORS HELD AT THE DEER PARK COUNCIL CHAMBERS, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS, JULY 22, 2019 AT 5:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

GEORGETTE FORD	VICE PRESIDENT
ERIC RIPLEY	MEMBER
FAYLENE DEFRANCIS	MEMBER
LES ELLARD	MEMBER
JEFF LAWOTHER	MEMBER
DOUG BURGESS	MEMBER
LAURA HICKS	MEMBER

OTHER OFFICIALS PRESENT:

JAY STOKES	CITY MANAGER
GARY JACKSON	ASSISTANT CITY MANAGER
SHANNON BENNETT	BOARD SECRETARY
DONNA TODD	TREASURER

1. MEETING CALLED TO ORDER – Vice President Georgette Ford called the meeting to order at 5:30 p.m.
2. APPROVAL OF MINUTES OF REGULAR MEETING ON APRIL 22, 2019 – Motion was made by Jeff Lawther and seconded by Eric Ripley to approve the minutes of the regular meeting held on April 22, 2019. Motion carried unanimously.
3. APPROVAL OF MINUTES OF JOINT MEETING ON APRIL 22, 2019 – Motion was made by Laura Hicks and seconded by Jeff Lawther to approve the minutes of joint meeting held on January 28, 2019. Motion carried unanimously.
4. ANNOUNCEMENT OF APPOINTMENT TO THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION BOARD OF DIRECTORS – Vice President Ford welcomed the new members Eric Ripley and Faylene DeFrancis and gave them an opportunity to introduce themselves.

5. ELECTION OF OFFICERS FOR THE UNEXPIRED PORTION OF THE TERMS OF VACANT OFFICES – Vice President Georgette Ford called for nominations for the election of officers for President, Vice President, and Secretary for the Deer Park Community Development Corporation Board of Directors. as follows:

Motion was made by Doug Burgess and seconded by Jeff Lawther to elect Georgette Ford as President. Motion carried unanimously.

Motion was made by Georgette Ford and seconded by Les Ellard to elect Laura Hicks as Vice President. Motion carried unanimously.

Motion was made by Doug Burgess and seconded by Laura Hicks to elect Eric Ripley as Secretary. Motion carried unanimously.

6. CONSIDERATION OF AND POSSIBLE ACTION ON THE QUARTERLY REPORT FOR THE PERIOD OF APRIL 1, 2019 - JUNE 30, 2019 – Assistant City Manager Gary Jackson gave a brief overview of the combined report that includes the number of meetings and activities for the period of April - June 2019. The report also includes the financial bond related information, and the information from the previous quarter. (Exhibit A1-A7)

Motion was made by Les Ellard and seconded by Doug Burgess to approve the quarterly report for the period of April 1, 2019 - June 30, 2019 and authorize submission to City Council.

7. DISCUSSION OF ISSUES RELATING TO THE STATUS OF DEER PARK COMMUNITY DEVELOPMENT CORPORATION PROJECTS FOR THE PERIOD OF APRIL – JUNE 2019 – Parks and Recreation Director Charlie Sandberg gave an overview on the project updates that includes Dow Park Pavilion, Maxwell Adult Center, Softball Complex, Soccer Complex, Community Center, Hike and Bike Trails and the Spencerview Athletic Complex. (Exhibit B1-B3)

8. CONSIDERATION OF AND ACTION ON APPROVING THE FISCAL YEAR 2019-2020 DEER PARK COMMUNITY DEVELOPMENT CORPORATION BUDGET AND SUBMISSION TO CITY COUNCIL – Finance Director Donna Todd gave an overview of the final proposed budget which includes total revenues of \$3,004,000 and total expenditures of \$1,959,349. The final proposed budget did not change from the preliminary budget presented at the April 22, 2019 Board meeting. (Exhibit C1-C5)

Motion was made by Laura Hicks and seconded by Jeff Lawther to approve the FY 2019-2020 Deer Park Community Development Corporation Budget and submit to City Council.

9. ADJOURN – Vice President Georgette Ford adjourned the meeting at 5:58 p.m.

ATTEST:

APPROVED:

Shannon Bennett
Board Secretary

Georgette Ford, Vice President
Deer Park Community Development Corporation



Legislation Details (With Text)

File #: MIN 19-154 **Version:** 1 **Name:**

Type: Minutes **Status:** Agenda Ready

File created: 10/18/2019 **In control:** Deer Park Community Development Corporation

On agenda: 10/28/2019 **Final action:**

Title: Approval of minutes of joint meeting on September 23, 2019.

Sponsors:

Indexes:

Code sections:

Attachments: [CDC_MW_092319.JOINT CC PARC 9.23.pdf](#)

Date	Ver.	Action By	Action	Result
10/28/2019	1	Deer Park Community Development Corporation		

Approval of minutes of joint meeting on September 23, 2019.

Summary:

Fiscal/Budgetary Impact:

Approval

CITY OF DEER PARK
710 EAST SAN AUGUSTINE STREET
DEER PARK, TEXAS 77536

CC 79-78
CDC 1-210

Minutes

of

A JOINT WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS, THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION AND PARKS AND RECREATION COMMISSION HELD AT CITY HALL 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON SEPTEMBER 23, 2019 BEGINNING AT 5:45 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON	MAYOR
SHERRY GARRISON	COUNCILWOMAN
TJ HAIGHT	COUNCILMAN
TOMMY GINN	COUNCILMAN
BILL PATTERSON	COUNCILMAN
RON MARTIN	COUNCILMAN
RAE A. SINOR	COUNCILWOMAN

MEMBERS OF DEER PARK COMMUNITY DEVELOPMENT CORPORATION PRESENT:

GEORGETTE FORD	PRESIDENT
LAURA HICKS	VICE PRESIDENT
ERIC RIPLEY	SECRETARY
JEFF LAWTHOR	MEMBER
DOUG BURGESS	MEMBER

MEMBERS OF THE PARKS AND RECREATION COMMISSION PRESENT:

GEORGETTE FORD	CHAIRMAN
JO KIEFER	VICE CHAIRMAN
SHERRY REDWINE	MEMBER
ERIC RIPLEY	MEMBER

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES	CITY MANAGER
GARY JACKSON	ASSISTANT CITY MANAGER
SHANNON BENNETT	CITY SECRETARY
CHARLIE SANDBERG	PARKS & RECREATION DIRECTOR

1. MEETING CALLED TO ORDER – Mayor Mouton opened the meeting on behalf of the City Council, Vice President Georgette Ford opened on behalf of the Deer Park Community Development Corporation and Vice Chairman Jo Kiefer opened on behalf of the Parks and Recreation Commission at 5:45 p.m.
2. THE DEER PARK CITY COUNCIL, THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION AND THE DEER PARK PARKS AND RECREATION COMMISSION WILL DISCUSS POTENTIAL OPTIONS FOR A POSSIBLE NEW COMMUNITY CENTER AND GYMNASIUM, INCLUDING POSSIBLE CONSTRUCTION AND OPERATING COSTS, COST RECOVERY OPTIONS, AND TYPE B FUNDING CAPACITY – Stephen Springs of Brinkley, Sargent, Wiginton Architects, gave a brief history recap of the discussions at the previous meetings pertaining to the Community Center that included the existing conditions of the current facility and the initial development for test fitting under Scenario 1 which would be replacing the building with the same footprint in the same area with an option to add parking and Scenario 2, which was to move the facility to another park. Also discussed was the evaluation of the pool, aquatic options of functions and programs, the lessons learned and best practices from the tours of other municipalities. The options and scenarios that were contemplated and chosen included a therapy pool, indoor track with a second gym and keeping the Earl Dunn Gym. The two options presented were the South Option and the North Option. The South Option's breakdown for a new building site plan is based on feedback that entailed program spaces, administrative spaces, athletic spaces and an indoor pool. The total square footage for a two story building is being proposed at 47,789. The North Option considers building a new smaller community center proposed at 12,000 square feet as the first phase and the second phase would be a new building that would absorb Earl Dunn within the new construction of the building with a total of 46,000 square feet. The estimated construction schedule for the North Option will run approximately 29 months to complete and the South Option will run approximately 24 months to complete. The gymnasium and indoor pool assumptions consists of utilization for both programming and open use. (Exhibit A1-A6)

City Manager James Stokes requested Mr. Springs to advise Council on the difference in cost of tearing down the Earl Dunn to rebuild it versus just renovating the gym, which Mr. Spring explained, would be about the same amount.

Mayor Mouton commented, "Tonight, we really need to come up with a definitive answer of choosing the North Option or the South Option. We have projected numbers, but in all reality, we will have to tweak that as we go along the way with any of these concepts in regards to how we are going to move forward and what we are going to get as an end result. We haven't even started a design so it will be much easier to look at in that perspective at a future date. The optimum objective, in which we only have a window of 4 to 5 months, is to prepare to put this on the ballot for next May to ask the voters to extend the Type B."

Assistant City Manager Gary Jackson gave an overview of the Bond Issuance and several different scenarios on the length on the debt that would be sold. The key elements focused on was the principal of the amount, the years of the debt and the annual operating cost. (Exhibit B1-B6)

Mr. Stokes advised Council, subject to the voters electing for any one of these scenarios to happen, that the Type B Funding does currently have money in the bank that could be used to fund parking for the baseball, soccer and softball fields.

After a lengthy discussion held on the different options, different phases that included pros and cons of the comparisons and the potential ballot language to inform the citizens of the option chosen, it was the consensus of the Council to move forward with the North Option.

Mr. Jackson gave a brief presentation on the cost recovery included in the previous Exhibit A1-A6. Mr. Springs added to the discussion the projected operational expenditures and cost recovery contemplating a new facility or major expansion.

Mayor Mouton commented, "State record shows, that roughly 70% of sales tax is generated outside the City of Deer Park. When asking the voters to approve this, we need to inform them that \$.70 out of every dollar is not coming from inside the incorporated city limits, which makes this option even more viable, in my opinion. We need to make sure we carry that fact in regards to when we're selling it to the community that is it advantageous to look at this as a viable option."

3. THE DEER PARK CITY COUNCIL, THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION AND THE DEER PARK PARKS AND RECREATION COMMISSION WILL DISCUSS THE NEXT STEPS FOR THE COMMUNITY CENTER PROJECT— City Manager James Stokes commented, "I think the next steps should be done before the holidays. We can meet with Mr. Springs and have him come back to show more details about a North Option."

Mr. Springs commented, "Yes, we need to develop a North Option. I would like to be able to do that with a budget target."

After a lengthy discussion, it was the consensus of the Council to have two projected budgetary number options of 31 million and 34 million for the North Option and to invite Mr. Springs to the next meeting for more information on the progression of the proposed north side on Monday, November 11, 2019.

4. ADJOURN – Mayor Mouton adjourned the workshop meeting on behalf of City Council, President Georgette Ford adjourned on behalf of the Deer Park Community Development Corporation and Vice Chairman Jo Kiefer adjourned on behalf of the Parks and Recreation Commission at 6:59 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Mayor
City of Deer Park

Georgette Ford, Vice President
Deer Park Community Development
Corporation

Jo Kiefer, Vice Chairman
Parks and Recreation Commission



Legislation Details (With Text)

File #: OFC 19-007 **Version:** 1 **Name:**
Type: Election of Officers **Status:** Agenda Ready
File created: 10/24/2019 **In control:** Deer Park Community Development Corporation
On agenda: 10/28/2019 **Final action:**
Title: Election of Officers.
Sponsors: City Manager's Office
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
10/28/2019	1	Deer Park Community Development Corporation		

Election of Officers.

Summary:

The Corporation bylaws provide that the officers of the Corporation shall be a president, vice-president, secretary, treasurer, and the Board may appoint an assistant secretary and assistant treasurer. The Board, at each annual meeting in October, shall elect these officers. One person may hold more than one office, except that the president shall not hold the office of secretary. Terms of office shall be one year with the right of an officer to be re-elected. All officers shall be subject to removal from office at any time by a vote of the majority of the entire Board. A vacancy in the office of any officer shall be filled by a vote of a majority of the Board.

The current officers are as follows:

President - Georgette Ford

Vice-President - Laura Hicks

Secretary - Eric Ripley

Treasurer - Jeff Lawther

Assistant Secretary - Shannon Bennett

Assistant Treasurer - Donna Todd

Fiscal/Budgetary Impact:

N/A

Elect officers for a one year term.



Legislation Details (With Text)

File #: RPT 19-051 **Version:** 1 **Name:**

Type: Report **Status:** Agenda Ready

File created: 10/15/2019 **In control:** Deer Park Community Development Corporation

On agenda: 10/28/2019 **Final action:**

Title: Consideration of and possible action on the quarterly report for the period of July 2019 - September 2019.

Sponsors: City Manager's Office, Finance, Parks & Recreation

Indexes:

Code sections:

Attachments: [DPCDC 4th Q Report Cumulative 102819](#)

Date	Ver.	Action By	Action	Result
10/28/2019	1	Deer Park Community Development Corporation		

Consideration of and possible action on the quarterly report for the period of July 2019 - September 2019.

Summary:

Section 6.1 of the Corporation's bylaws states that the Board shall prepare a quarterly activity report, detailing the projects and work accomplished during the previous quarter. This report shall be reviewed by the Board by the end of the month following the end of each quarter and then submitted to City Council immediately thereafter.

The attached report for the period of July 1, 2019 - September 30, 2019 has been prepared for the Board's consideration and possible action. The report is cumulative for the fiscal year with the most recent quarter shown first.

Fiscal/Budgetary Impact:

N/A

Approve the quarterly report for the period of July 1, 2019 - September 30, 2019 and authorize submission to the City Council.

Deer Park Community Development Corporation
Quarterly Report: July 1, 2019 – September 30, 2019

Meetings Conducted and Activities

July 2 – Conference Call to discuss Hike and Bike trail with Harris County Flood Control district – City Staff, Burditt

July 9 – Girls Softball Complex Final Walk through – City Staff/ Tandam/Halff

July 9 – Meeting to discuss items related to the Community Center Project - City staff

July 10 – Meeting to discuss items related to the Community Center renovations – City Staff, BSW

July 10 – Hike and Bike trail Committee meeting – City Staff/Hike and Bike Trail Committee/Burditt

July 22 – Quarterly meeting of the DPCDC – City Staff/CDC

July 26 – Conference call to discuss items related to the Community Center Project – City staff/BSW

July 30 – Meeting to discuss items related to the Deer Park Soccer Complex – City staff/DPSFC

July 31 – Meeting to discuss items related to Deer Park Soccer Complex and Girls Softball Complex – City Staff/Tandam

August 7 – Conference call related to the Maxwell Adult Center Awning extension – City staff/Frost

August 13– Walk through to discuss playing surface at Soccer Complex – City Staff/Tandem Services

August 13 – Conference call to discuss items related to the Community Center Project – City Staff/BSW

August 22 – Internal meeting to discuss items related to the Community Center Project – City staff

August 27 – Meeting to discuss ADA items at Soccer and Girls– Frost/BSW/ City Staff

August 28 – Walked through meeting to discuss the soccer playing surface – City Staff/Tandam services/Halff

September 10 – Conference call to discuss items related to the Community Center Project – City Staff/BSW

September 11 – Hike and Bike trail Committee meeting – City Staff/Hike and Bike Trail Committee/Burditt

September 16– Meeting to discuss items related to Hike and Bike Trails – City Staff

September 20 – Meeting to discuss items related to the Community Center Presentation – City Staff/BSW

September 23 – Dow Park Pavilions final walk through – City staff/Millis/Halff

September 13 – Conference Call to discuss items related to the Community Center – City Staff/BSW

September 18 – Dow Park Pavilions ribbon cutting (POSTPONED) – City staff

September 20 – Conference call to discuss items related to the Community Center – City Staff/BSW

September 23 – Meeting to discuss items related to the Community Center Presentation – City staff/BSW

September 23 – Joint workshop for the City Council, Deer Park Community Development Corp., Parks and Recreation Commission to discuss items related to Community Center project. – CC/DPCDC/PARC/City Staff/BSW

Financial

Debt Issued To-Date

- \$9,450,000 Certificates of Obligation, Series 2016 issued February 16, 2016 through a private placement to Wells Fargo Bank via a competitive bidding process
- \$2,700,000 Certificates of Obligation, Series 2017 issued February 14, 2017 through a private placement to First National Bank Texas via a competitive bidding process
- Note: the \$5,850,000 authorized for the Community Center Expansion/Renovation has not yet been issued pending a decision on how to proceed with the project
- In an agreement between the City of Deer Park and the DPCDC, the City agreed to issue and sell certificates and the DPCDC agreed to make payments to the City in amounts sufficient to pay the principal of and interest on the certificates

Deer Park Community Development Corporation (Fund 850)

This fund records the sales tax revenues, operating expenditures, including bond issuance costs, and debt service payments.

Revenues:

- Sales & Use Tax Revenues:
1Q (12/31/18) = \$259,892.45
2Q (03/31/19) = \$822,520.92
3Q (06/30/19) = \$983,688.11
4Q (09/30/19) = \$1,227,940.98 (through August 2019)
Total Fiscal YTD = \$3,294,042.46
- Investment Revenue:
1Q (12/31/18) = \$1,629.43
2Q (03/31/19) = \$1,540.34
3Q (06/30/19) = \$1,229.96

4Q (09/30/19) = \$1,023.41

Total Fiscal YTD = \$5,423.14

- ***Total Fiscal YTD Revenues as of 09/30/19: \$3,299,465.60 (preliminary and unaudited)***

Expenditures:

- Audit Fee:

2Q (03/31/19) = \$2,000.00

Total Fiscal YTD = \$2,000.00

- Operating Transfer – Debt Service:

3Q (06/30/19) = \$1,154,865.50

Total Fiscal YTD = \$1,154,865.50

- ***Total Fiscal YTD Expenditures as of 09/30/19: \$1,156,865.50 (preliminary and unaudited)***

Bond Fund – Certificates of Obligation (Fund 307)

This fund records the bond proceeds of the \$9,450,000 Certificates of Obligation, Series 2016 and the \$2,700,000 Certificates of Obligation, Series 2017 and all related capital project expenditures, including pay-as-you-go funding.

Revenues:

- Investment Revenue:

1Q (12/31/18) = \$11,816.75

2Q (03/31/19) = \$12,622.45

3Q (06/30/19) = \$12,861.63

4Q (09/30/19) = \$12,078.96

Total Fiscal YTD = \$49,379.79

- ***Total Fiscal YTD Revenues as of 09/30/19: \$49,379.79 (preliminary and unaudited)***

Expenditures:

- Buildings:

1Q (12/31/18) = \$843,770.15

○ Maxwell Center = \$150,894.95

○ Girls Softball = \$276,936.46

○ Soccer Fields = \$415,938.74

2Q (03/31/19) = \$121,172.16

- Maxwell Center = \$87,658.06
- Girls Softball = \$33,514.10

Total Fiscal YTD = \$964,942.31

- Improvements Other Than Buildings:

1Q (12/31/18) = \$316.47

- Dow Park = \$316.47 *

2Q (03/31/19) = \$209,746.68

- Maxwell Center = \$4,802.50
- Girls Softball = \$25,396.52
- Soccer Fields = \$179,547.66

3Q (06/30/19) = \$287,371.40

- Maxwell Center = \$4,802.50
- Girls Softball = \$3,650.00
- Soccer Fields = \$278,918.90

Total Fiscal YTD = \$497,434.55

- Machinery & Equipment:

1Q (12/31/18) = \$6,665.79

- Maxwell Center = \$6,665.79

2Q (03/31/19) = \$6,665.79

- Maxwell Center = \$6,665.79

Total Fiscal YTD = \$13,331.58

- Consulting Architect Fee

1Q (12/31/18) = \$20,760.01

- Maxwell Center = \$15,736.35
- Girls Softball = \$597.75
- Soccer Fields = \$2,528.39
- Community Center = \$1,897.52

2Q (03/31/19) = \$27,236.19

- Hike & Bike = \$2,350.00 *
- Girls Softball = \$2,594.83
- Soccer Fields = \$658.52
- Community Center = \$21,632.84

3Q (06/30/19) = \$28,116.46

- Hike & Bike = \$7,050.00 *
- Girls Softball = \$392.43
- Community Center = \$20,674.03

4Q (09/30/19) = \$22,338.49

- Hike & Bike = \$14,100.00 *
- Girls Softball = \$738.49
- Community Center = \$7,500.00

Total Fiscal YTD = \$98,451.15

- ***Total Fiscal YTD Expenditures as of 09/30/19: \$1,574,159.59 (preliminary and unaudited)***

* Pay-As-You Go Funded Projects; funding will be transferred from the DPCDC (Fund 850)

Additional Funding

Certain project costs have or are expected to exceed the total amount appropriated by the authorized Type B funding. In response, the City Council has approved several budget amendments to provide the additional resources to fund these projects. The following reports the total amounts approved for the respective projects:

- Dow Park = \$231,119.00
- Maxwell Center = \$33,800.00
- Girls Softball = \$538,319.00
- Soccer Fields = \$396,247.00

Total Budget Amendments = \$1,199,485.00

Deer Park Community Development Corporation

Quarterly Report: April 1, 2019 – June 30, 2019

Meetings Conducted and Activities

April 1 – Walk through of the Deer Park Girls Softball project – City Staff

April 3 – Kick-off meeting to discuss the Hike and Bike project – City Staff/Burditt/Hike and Bike trails committee members

April 4 – Meeting with Halff to discuss project items – City Staff/Halff

April 9 – Meeting to discuss Hike and Bike trails project – City Staff

April 15 – DPCDC quarterly report budget meeting – City Staff

April 15 – Conference call with Brinkley Sargent Wigington to discuss Community Center project – City Staff/BSW

April 16 – Meeting to discuss items related to minutes from meeting with Halff – City Staff

April 22 - Punch list walk through of the Deer Park Girls Softball Complex – City Staff/Tandem Services/Halff

April 22 – Meeting to discuss Community Center presentation – City Staff/BSW

April 22 – Regular meeting of the Deer Park Community Development Cooperation – City Staff/DPCDC

April 22 - Joint meeting of City Council, DPCDC, PARC to discuss items related to the Community Center project – City Staff/BSW/City Council/DPCDC/PARC

April 25 – Meeting to discussion items related to the Community Center project – City staff/BSW

May 1 – Walk through of the Deer Park Girls Softball project – City Staff

May 7 – Conference call to discuss items related to Community Center project – City staff/BSW

May 7 – Acceptance and release of retainage for the Maxwell Adult Center Expansion DPCDC project – City Staff/City Council

May 14 – Meeting to discuss items related to the Deer Park Girls Softball project – City Staff

May 16 – Meeting with Harris County Flood Control District to discuss potential Hike and Bike trail access – City Staff/HCFCD

May 21 – Walk through of the Deer Park Girls Softball project – City Staff

May 21 – Consideration of and action on an ordinance appointing a member of the Deer Park Community Development Corporation – City staff/City Council

May 23 – Walk through of the Deer Park Girls Softball project and Soccer Complex – City Staff/Tandem Services/Halff

May 25 – Conference call with Brinkley Sargent Wigington to discuss updates on Community Center project – City Staff/BSW

May 28 – Meeting to discuss items related to the Deer Park Girls Softball Complex – City staff

May 30 – Meeting to discuss items related to the Community Center project – City staff

June 17 – Conference call to discuss Community Center project design – City staff/BSW

June 18 – Ribbon cutting ceremony for the Deer Park Girls Softball Complex – City Staff/Halff/Tandem Services/City Council/Elected officials/Citizens from the community

June 24 – Meeting to discuss RAS inspection of the Deer Park Soccer Complex and Girls Softball Complex – City staff/Tandem Services/Halff

Financial

Debt Issued To-Date

- \$9,450,000 Certificates of Obligation, Series 2016 issued February 16, 2016 through a private placement to Wells Fargo Bank via a competitive bidding process
- \$2,700,000 Certificates of Obligation, Series 2017 issued February 14, 2017 through a private placement to First National Bank Texas via a competitive bidding process
- Note: the \$5,850,000 authorized for the Community Center Expansion/Renovation has not yet been issued pending a decision on how to proceed with the project
- In an agreement between the City of Deer Park and the DPCDC, the City agreed to issue and sell certificates and the DPCDC agreed to make payments to the City in amounts sufficient to pay the principal of and interest on the certificates

Deer Park Community Development Corporation (Fund 850)

This fund records the sales tax revenues, operating expenditures, including bond issuance costs, and debt service payments.

Revenues:

- Sales & Use Tax Revenues:

1Q (12/31/18) = \$259,892.45

2Q (03/31/19) = \$822,520.92

3Q (06/30/19) = \$983,688.11

Total Fiscal YTD = \$2,066,101.48

- Investment Revenue:

1Q (12/31/18) = \$1,629.43

2Q (03/31/19) = \$1,540.34

3Q (06/30/19) = \$1,229.96

Total Fiscal YTD = \$4,399.73

- ***Total Fiscal YTD Revenues as of 06/30/19: \$2,070,501.21 (preliminary and unaudited)***

Expenditures:

- Audit Fee:

2Q (03/31/19) = \$2,000.00

Total Fiscal YTD = \$2,000.00

- Operating Transfer – Debt Service:

3Q (06/30/19) = \$1,154,865.50

Total Fiscal YTD = \$1,154,865.50

- ***Total Fiscal YTD Expenditures as of 06/30/19: \$1,156,865.50 (preliminary and unaudited)***

Bond Fund – Certificates of Obligation (Fund 307)

This fund records the bond proceeds of the \$9,450,000 Certificates of Obligation, Series 2016 and the \$2,700,000 Certificates of Obligation, Series 2017 and all related capital project expenditures, including pay-as-you-go funding.

Revenues:

- Investment Revenue:

1Q (12/31/18) = \$11,816.75

2Q (03/31/19) = \$12,622.45

3Q (06/30/19) = \$12,861.63

Total Fiscal YTD = \$37,300.83

- ***Total Fiscal YTD Revenues as of 06/30/19: \$37,300.83 (preliminary and unaudited)***

Expenditures:

- Buildings:

1Q (12/31/18) = \$843,770.15

- Maxwell Center = \$150,894.95
- Girls Softball = \$276,936.46
- Soccer Fields = \$415,938.74

2Q (03/31/19) = \$121,172.16

- Maxwell Center = \$87,658.06
- Girls Softball = \$33,514.10

Total Fiscal YTD = \$964,942.31

- Improvements Other Than Buildings:

1Q (12/31/18) = \$316.47

- Dow Park = \$316.47 *

2Q (03/31/19) = \$209,746.68

- Maxwell Center = \$4,802.50
- Girls Softball = \$25,396.52
- Soccer Fields = \$179,547.66

3Q (06/30/19) = \$287,371.40

- Maxwell Center = \$4,802.50
- Girls Softball = \$3,650.00
- Soccer Fields = \$278,918.90

Total Fiscal YTD = \$497,434.55

- Machinery & Equipment:

1Q (12/31/18) = \$6,665.79

- Maxwell Center = \$6,665.79

2Q (03/31/19) = \$6,665.79

- Maxwell Center = \$6,665.79

Total Fiscal YTD = \$13,331.58

- Consulting Architect Fee

1Q (12/31/18) = \$20,760.01

- Maxwell Center = \$15,736.35
- Girls Softball = \$597.75
- Soccer Fields = \$2,528.39

- Community Center = \$1,897.52

2Q (03/31/19) = \$27,236.19

- Hike & Bike = \$2,350.00 *
- Girls Softball = \$2,594.83
- Soccer Fields = \$658.52
- Community Center = \$21,632.84

3Q (06/30/19) = \$28,116.46

- Hike & Bike = \$7,050.00 *
- Girls Softball = \$392.43
- Community Center = \$20,674.03

Total Fiscal YTD = \$76,112.66

- **Total Fiscal YTD Expenditures as of 06/30/19: \$1,551,821.10 (preliminary and unaudited)**

* Pay-As-You Go Funded Projects; funding will be transferred from the DPCDC (Fund 850)

Additional Funding

Certain project costs have or are expected to exceed the total amount appropriated by the authorized Type B funding. In response, the City Council has approved several budget amendments to provide the additional resources to fund these projects. The following reports the total amounts approved for the respective projects:

- Dow Park = \$231,119.00
- Maxwell Center = \$33,800.00
- Girls Softball = \$538,319.00
- Soccer Fields = \$396,247.00

Total Budget Amendments = \$1,199,485.00

Quarterly Report: January 1, 2019 – March 31, 2019

Meetings Conducted and Activities

January 3 – Meeting to discuss litigation related to the Dow Park Pavilion project – City Staff

January 7 – PARC meeting update on DPCDC projects – City Staff/PARC

January 7 – Special DPCDC meeting to discuss Maxwell items – City Staff/DPCDC

January 8 - Review of proposal for architectural services – Hike and Bike trails – City Staff

January 9– Deer Park Soccer Complex construction meeting – City Staff/Tandem Services/Halff

January 9 – Deer Park Girls Softball construction meeting – City Staff/Tandem Services/Halff

January 14 – Recreation Center site visits in the DFW area – City Staff/BSW

January 15 – Maxwell Center ribbon cutting – City Council/CDC/PARC/BSW/Halff/Frost/City Staff

January 16 – Meeting to discuss Halff payment item – City Staff

January 17 – Community Center presentation discussion for January 25 joint meeting – City staff

January 21 – Conference Call related to the Community Center project – City Staff/BSW

January 21 – Discussion on retainage reduction for Girls Softball and Soccer Complex projects – City staff

January 23– Deer Park Soccer Complex construction meeting – City Staff/Tandem Services/Halff

January 23 – Deer Park Girls Softball construction meeting – City Staff/Tandem Services/Halff

January 23 – Meeting to discuss Community Center project – City staff

January 28 – Regular DPCDC meeting – DPCDC/City Staff

January 28 – Joint meeting of the City Council/Deer Park Community Development Corp. Parks and Recreation Commission to discuss items related to the Community Center Renovations – City Staff/BSW/CC/DPCDC/PARC

January 29 – Meeting to discuss Halff expenses related to the Maxwell Center project – City Staff

February 5 – Meeting to discuss requested items related to Community Center project – City Staff

February 5 – Acceptance of DPCDC quarterly report – October –December 2018 – City Staff/City Council

February 5 – Enter into agreement with Burditt Consultants, LLC. for professional services for the development of the Type B Hike and Bike trails – City Staff/City Council

February 5 – Action on purchasing a monument sign for the Maxwell Adult Center – City Staff/City Council

February 5 – Ordinance to amend FY18-19 Capital Improvement fund budget for Girls Softball Complex – City Staff/ City Council

February 6 – Deer Park Soccer Complex construction meeting – City Staff/Tandem Services/Halff

February 6 – Deer Park Girls Softball construction meeting – City Staff/Tandem Services/Halff

February 13 – Meeting to discuss Community Center presentation for February 25th – City Staff

February 14 – Meeting to discuss Community Center project presentation– City Staff

February 18 – Conference call to discuss Community Center project presentation – City Staff/BSW

February 19 – Ordinance to amend FY18-19 Capital Improvement fund budget for Dee Park Soccer Complex project – City Staff/ City Council

February 20 – Deer Park Soccer Complex construction meeting – City Staff/Tandem Services/Halff

February 20– Deer Park Girls Softball construction meeting – City Staff/Tandem Services/Halff

February 20 – Meeting to discuss Community Center project presentation – City Staff

February 25 – Site visit to the La Porte Recreation Center – City Staff

February 25 - Meeting to discuss Community Center project presentation – City Staff/BSW

February 25 – Joint meeting of the City Council/Deer Park Community Development Corp. Parks and Recreation Commission to discuss items related to the Community Center Renovations – City Staff/BSW/CC/DPCDC/PARC

March 5 – Discussion about litigation concerning the Dow Park Pavilion project – City staff/Jeff Chapman

March 5 – Consideration of and action on a Soccer Complex change order – City Staff/City Council

March 6 – Girls Softball project site meeting – City staff/Tandem

March 8 – Meeting to discuss requested items related to Community Center project – City Staff

March 13 – Meeting to discuss progress on the Spencerview bridge – City Staff

March 18– Deer Park Soccer Complex construction meeting – City Staff/Tandem Services/Halff

March 18– Deer Park Girls Softball construction meeting – City Staff/Tandem Services/Halff

March 19 – On site meeting at Deer Park Girls Softball – City Staff/ Tandem Services

March 20 – Conference call with Brinkley Sargent Wigington – City Staff/BSW

March 25 – Site meeting to discuss turf items at Deer Park Soccer Complex – City Staff/ Tandem Services

Financial

Debt Issued To-Date

- \$9,450,000 Certificates of Obligation, Series 2016 issued February 16, 2016 through a private placement to Wells Fargo Bank via a competitive bidding process

- \$2,700,000 Certificates of Obligation, Series 2017 issued February 14, 2017 through a private placement to First National Bank Texas via a competitive bidding process
- Note: the \$5,850,000 authorized for the Community Center Expansion/Renovation has not yet been issued pending a decision on how to proceed with the project
- In an agreement between the City of Deer Park and the DPCDC, the City agreed to issue and sell certificates and the DPCDC agreed to make payments to the City in amounts sufficient to pay the principal of and interest on the certificates

Deer Park Community Development Corporation (Fund 850)

This fund records the sales tax revenues, operating expenditures, including bond issuance costs, and debt service payments.

Revenues:

- Sales & Use Tax Revenues:
1Q (12/31/18) = \$259,892.45
2Q (03/31/19) = \$822,520.92
Total Fiscal YTD = \$1,082,413.37
- Investment Revenue:
1Q (12/31/18) = \$1,629.43
2Q (03/31/19) = \$1,540.34
Total Fiscal YTD = \$3,169.77
- ***Total Fiscal YTD Revenues as of 03/31/19: \$1,085,583.14 (preliminary and unaudited)***

Expenditures:

- Audit Fee:
2Q (03/31/19) = \$2,000.00
Total Fiscal YTD = \$2,000.00
- ***Total Fiscal YTD Expenditures as of 03/31/19: \$2,000.00 (preliminary and unaudited)***

Bond Fund – Certificates of Obligation (Fund 307)

This fund records the bond proceeds of the \$9,450,000 Certificates of Obligation, Series 2016 and the \$2,700,000 Certificates of Obligation, Series 2017 and all related capital project expenditures, including pay-as-you-go funding.

Revenues:

- Investment Revenue:

1Q (12/31/18) = \$11,816.75

2Q (03/31/19) = \$12,252.67

Total Fiscal YTD = \$24,069.42

- ***Total Fiscal YTD Revenues as of 03/31/19: \$24,069.42 (preliminary and unaudited)***

Expenditures:

- Buildings:

1Q (12/31/18) = \$843,770.15

- Maxwell Center = \$150,894.95
- Girls Softball = \$276,936.46
- Soccer Fields = \$415,938.74

2Q (03/31/19) = \$121,172.16

- Maxwell Center = \$87,658.06
- Girls Softball = \$33,514.10
- Soccer Fields = \$0.00

Total Fiscal YTD = \$964,942.31

- Improvements Other Than Buildings:

1Q (12/31/18) = \$316.47

- Dow Park = \$316.47 *

2Q (03/31/19) = \$209,746.68

- Maxwell Center = \$4,802.50
- Girls Softball = \$25,396.52
- Soccer Fields = \$179,547.66

Total Fiscal YTD = \$210,063.15

- Machinery & Equipment:

1Q (12/31/18) = \$6,665.79

- Maxwell Center = \$6,665.79

2Q (03/31/19) = \$6,665.79

- Maxwell Center = \$6,665.79

Total Fiscal YTD = \$13,331.58

- Consulting Architect Fee

1Q (12/31/18) = \$20,760.01

- Maxwell Center = \$15,736.35
- Girls Softball = \$597.75
- Soccer Fields = \$2,528.39
- Community Center = \$1,897.52

2Q (03/31/19) = \$27,236.19

- Maxwell Center = \$0.00
- Hike & Bike = \$2,350.00 *
- Girls Softball = \$3,183.48
- Soccer Fields = \$69.87
- Community Center = \$21,632.84

Total Fiscal YTD = \$47,996.20

- **Total Fiscal YTD Expenditures as of 03/31/18: \$1,236,333.24 (preliminary and unaudited)**

* Pay-As-You Go Funded Projects; funding will be transferred from the DPCDC (Fund 850)

Additional Funding

Certain project costs have or are expected to exceed the total amount appropriated by the authorized Type B funding. In response, the City Council has approved several budget amendments to provide the additional resources to fund these projects. The following reports the total amounts approved for the respective projects:

- Dow Park = \$231,119.00
- Maxwell Center = \$33,800.00
- Girls Softball = \$538,319.00
- Soccer Fields = \$396,247.00

Total Budget Amendments = \$1,199,485.00

Quarterly Report: October 1, 2018 – December 31, 2018

Meetings Conducted and Activities

October 2 - Maxwell Construction meeting – Frost/BSW/ City Staff

October 11 – Irrigation inspection at Maxwell Center – Frost/City Staff/Halff

October 11 – Irrigation inspection at Girls Softball – Frost/City Staff/Halff

October 16 -Approval of purchase for furniture for the Maxwell Adult Center - CC/City Staff

October 16 – City Council appoints three (3) CDC members – CC/City Staff

October 22 – Meeting to discuss Maxwell Center opening – City Staff

October 22 – Deer Park Community Development Corporation regular board meeting – DPCDC/City Staff

October 23 – Maxwell Center Walk through and punch list – Frost/BSW/Halff/City Staff

November 6 – Maxwell Center walk through and punch list – Frost/BSW/Halff/City Staff

November 6 – Acceptance of DPCDC quarterly reports for April – June and July – September – CC/City Staff

November 6 – Authorization for the utilization of unencumbered project funds for security camera equipment at the Maxwell Center – CC/ City Staff

November 6 - Authorization for the utilization of unencumbered project funds to amend Halff architectural services contract for extended days at the Maxwell Center – CC/ City Staff

November 6 – Authorization to negotiate professional services agreement with Burditt Consultants for the comprehensive Hike and Bike Trail plan– CC/ City Staff

November 6 – Removal of member from the DPCDC and appointment of replacement member – CC/ City Staff

November 8 – Conference call to discuss potential litigation – City attorney/City Staff

November 12 – Meeting to discuss items related to Deer Park Girls Softball Project – City Staff

November 14 – Maxwell walk through tour – City Staff/City Council members

November 19 – Meeting to discuss items related to Maxwell Center – City Staff

November 19 – Maxwell walk through tour – City Staff/City Council members

November 20 – General public Maxwell walk through tour – City Staff/ Deer Park citizens

November 21 – General public Maxwell walk through tour – City Staff/Deer Park citizens

November 26 – Maxwell punch list discussion – City Staff/Frost

November 27 – Maxwell tour items meeting – City Staff

November 28– Deer Park Soccer Complex construction meeting – City Staff/Tandem Services/Halff

November 28 – Deer Park Girls Softball construction meeting – City Staff/Tandem Services/Halff

December 5 – Maxwell Center move in meeting – City Staff

December 10 – Deer Park Soccer Complex project discussion meeting – City Staff

December 12– Deer Park Soccer Complex construction meeting – City Staff/Tandem Services/Halff

December 12 – Deer Park Girls Softball construction meeting – City Staff/Tandem Services/Halff

December 13 – Houston area recreational facility tours – City Staff

December 18 – Authorization to reduce retainage from 5% - 2% on the Deer Park Soccer project for Tandem Services – CC/City Staff

December 19 – Maxwell Operations opening day – City Staff

December 19 – Pool assessment of the Dow Park Pool – City Staff/ XXX

December 20 – Houston area recreational facility tours – City Staff

Financial

Debt Issuance

- \$9,450,000 Certificates of Obligation, Series 2016 issued February 16, 2016 through a private placement to Wells Fargo Bank via a competitive bidding process
- \$2,700,000 Certificates of Obligation, Series 2017 issued February 14, 2017 through a private placement to First National Bank Texas via a competitive bidding process
- Note: the \$5,850,000 authorized for the Community Center Expansion/Renovation has not yet been issued pending a decision on how to proceed with the project
- In an agreement between the City of Deer Park and the DPCDC, the City agreed to issue and sell certificates and the DPCDC agreed to make payments to the City in amounts sufficient to pay the principal of and interest on the certificates

Deer Park Community Development Corporation (Fund 85)

This fund records the sales tax revenues, operating expenditures, including bond issuance costs, and debt service payments.

Revenues:

- Sales & Use Tax Revenues:

1Q (12/31/18) = \$259,892.45

Total Fiscal YTD = \$259,892.45

- Investment Revenue:

1Q (12/31/18) = \$1,630.03

Total Fiscal YTD = \$1,630.03

- ***Total Fiscal YTD Revenues as of 12/31/18: \$261,522.48 (preliminary and unaudited)***

Expenditures:

- Pay-As-You-Go – Dow Park:

1Q (12/31/18) = \$0.00

Total Fiscal YTD = \$0.00

- ***Total Fiscal YTD Expenditures as of 12/31/18: \$0.00 (preliminary and unaudited)***

Bond Fund – Certificates of Obligation (Fund 23)

This fund records the bond proceeds of the \$9,450,000 Certificates of Obligation, Series 2016 and the \$2,700,000 Certificates of Obligation, Series 2017 and all related capital project expenditures, including pay-as-you-go funding.

Revenues:

- Intergovernmental Revenue (*Pay-As-You-Go Funding*):

1Q (12/31/18) = \$0.00

Total Fiscal YTD = \$0.00

- Investment Revenue:

1Q (12/31/18) = \$11,816.75

Total Fiscal YTD = \$11,816.75

- ***Total Fiscal YTD Revenues as of 12/31/18: \$11,816.75 (preliminary and unaudited)***

Expenditures:

- Buildings:

1Q (12/31/18) = \$843,770.15

- Maxwell Center = \$150,894.95
- Girls Softball = \$276,936.46
- Soccer Fields = \$415,938.74

Total Fiscal YTD = \$843,770.15

- Improvements Other Than Buildings:

1Q (12/31/18) = \$316.47

- Dow Park = \$316.47

Total Fiscal YTD = \$316.47

- Machinery & Equipment:

1Q (12/31/18) = \$6,665.79

- Maxwell Center = \$6,665.79

Total Fiscal YTD = \$6,665.79

- Consulting Architect Fee

1Q (12/31/18) = \$20,760.01

- Maxwell Center = \$15,736.35
- Girls Softball = \$597.75
- Soccer Fields = \$2,528.39
- Community Center = \$1,897.52

Total Fiscal YTD = \$20,760.01

- ***Total Fiscal YTD Expenditures as of 12/30/18: \$871,512.42 (preliminary and unaudited)***

Additional Funding

Certain project costs have or are expected to exceed the total amount appropriated by the authorized Type B funding. In response, the City Council has approved several budget amendments to provide the additional resources to fund these projects. The following reports the total amounts approved for the respective projects:

- Dow Park = \$231,119.00
- Girls Softball = \$449,631.00
- Soccer Fields = \$107,197.00

Total Budget Amendments = \$787,947.00



Legislation Details (With Text)

File #: RPT 19-050 **Version:** 1 **Name:**

Type: Report **Status:** Agenda Ready

File created: 10/15/2019 **In control:** Deer Park Community Development Corporation

On agenda: 10/28/2019 **Final action:**

Title: Discussion of issues relating to the status of DPCDC projects for the period of July - September 2019.

Sponsors:

Indexes:

Code sections:

Attachments: [Deer Park CDC Project Update 101519](#)

Date	Ver.	Action By	Action	Result
10/28/2019	1	Deer Park Community Development Corporation		

Discussion of issues relating to the status of DPCDC projects for the period of July - September 2019.

Summary:

A brief report will be given at the meeting summarizing the status of the DPCDC projects.

Fiscal/Budgetary Impact:

Receive and discuss the report.

Deer Park CDC Project Update

July 2019 – September 2019

Dow Park Pavilion Project - This project was identified as one of seven approved projects in the 2015 Type B dedicated sales tax election that was voted for by Deer Park residents. The City entered into a contract with Halff Associates as the architect and South Pool and Spa as the general contractor. The project is funded with \$1.5 million from Type B sales tax. The new restroom buildings were installed and progress continues on the pavilion structures. The City terminated the contract with the previous general contractor and awarded a contract for the completion of the project to Mills Construction. The project was completed in September of 2018.

- Acceptance of completion of and retainage release for DPCDC Dow Park Pavilion project.
- Ribbon cutting and dedication for the Dow Park Pavilion held on September 27th.
- Ongoing discussions related to litigation with former project contractor.
- [Brief discussions related to ongoing litigation with City attorney.](#)
- [Pending court date for April 6, 2020](#)

Maxwell Adult Center - This project was one of seven approved projects in the 2015 Type B dedicated sales tax election that was voted for by Deer Park residents. The project is funded with \$2 million from Type B sales tax. The City of Deer Park selected Halff Associates as the architect and Frost Construction as the general contractor for the project. Construction began in November of 2017. Demo of the interior and site preparation for the new addition has been completed. The project is complete and building is currently in use with minimal punch list items remaining.

- Project is complete with only minor punch list items.
- Parks and Recreation Department hosted pre-opening tours on November 20th and 21st.
- December 19, 2018 marked the first day of Maxwell regular operations post renovations.
- January 15, 2019 ribbon cutting
- Ongoing work to complete Maxwell close out documents.
- Discussions with Frost Construction concerning canopy extension.
- [Project dedication plaque installed and in the building.](#)
- [Maxwell Adult Center canopy expansion in progress and waiting on completion.](#)

Girls Softball Complex - This project was identified as one of seven approved projects in the 2015 Type B dedicated sales tax election that was voted for by Deer Park residents. This project is funded by \$3 million from Type B sales tax. The City selected Tandem Services as the general contractor and Halff Associates as the architect for this project. Construction began in January 2018. The project is on schedule to be completed by the end of 2018.

- Project is roughly 98% complete.
- Meeting on Bi-weekly basis with Tandem Services, City staff, and Halff.
- Several contingency modifications have been executed for the project.
- Concession and restroom building is completed.

- Turf has been installed and is being cared for.
 - Several areas were removed and replaced due to the wrong type of turf being installed.
- Batting cages have been installed and completed.
- Hydramulching around complex has been completed.
- Work completed to fine grade the skinned areas of the fields.
- Irrigation has been installed and inspected.
- Field lights, parking lot lights, and security lights have been commissioned.
- Scheduling of walk through for substantial completion.
- Scheduled completion of the facility is May 2019 with usage to begin once grass playing surfaced is determined to be safe for play.
- Conducted initial and final walkthroughs of the project.
- Completed punch listed items.
- Received substantial completion letters with restrictions on fields.
- Conducted a ribbon cutting of the facility on June 18, 2019.
- Outstanding ADA issues concerning bleachers and parking lot stripping have been resolved.
- Addressing minor warranty items.
- Currently evaluating options for the addition of future parking at the complex and lighting.

Deer Park Soccer Complex - This project is another one of the seven approved projects in the 2015 Type B dedicated sales tax election. The project is being funded with \$4 million from Type B sales tax. The City of Deer Park selected Halff Associates as the architect and Tandem Services as the general contractor. Construction began in January 2018. The project is on schedule and is expected to be completed in early 2019.

- Project is roughly 95% complete.
- Meeting on Bi-weekly basis with Tandem Services, City staff, and Halff.
- Concession and restroom building is completed.
- Center Point has installed the electrical meter for the facility.
- Irrigation has been installed and is approved.
- Parking lot and driveway for facility has been completed.
- City Council approved change order for additional dirt and sod for 2 playing fields.
- Field sprigging will begin once weather allows for sprigging.
- Fields are expected to take several months for turf to establish.
- Sod expected to be established and ready for fall play.
- Flatwork has been completed around the site.
- Conducted substantial completion and punch list item walkthroughs of the project.
- Completed punch listed items.
- Received substantial completion letter with restrictions on fields.
- Contractor was required to reapply hydromulch on practice field areas.
- Conducted a Ribbon cutting of the facility on August 20th, 2019.
- Purchased additional tables, trash cans, and 2 sets of goals for the complex.
- Addressing several warranty items.
- Hyrdomulch fields and sprigged fields still have not been released to the City.
- Currently evaluating options for the addition of future parking at the complex and lighting.

Community Center – This project is another one of the seven approved projects in the 2015 Type B dedicated sales tax election. The project is being funded with \$6 million from Type B sales tax. This project is currently under staff review and discussion.

- City of Deer Park has hired Brinkley, Sargent, Wington has architectural firm for consulting and design of the potential renovations and expansion of the Deer Park Community Center.
- City staff visited 5 Houston area recreation centers to begin researching facility design and trends.
 - December 13 – Eagle Pointe, Imperial Recreation Center, Pearland Recreation Center
 - December 20 – C.K. Ray Recreation Center and West University Place Recreation Center
- January 14 - City staff visited 4 DFW area recreation centers to continue researching facility design and trends.
 - Richardson Heights Center, Farmers Branch Aquatics and Recreation Centers, Keller Pointe Recreation Center, The Link (Richland Hills) Recreation Center
- January 28 – Joint meeting of the City Council/Deer Park Community Development Corp. Parks and Recreation Commission to discuss items related to the Community Center Renovations.
- February 25 – Joint meeting of the City Council/Deer Park Community Development Corp. Parks and Recreation Commission to discuss items related to the Community Center Renovations
- March 25 – Joint meeting postponed due to incident related to International Terminals Company Incident.
- April 22 – Joint meeting of the City Council/Deer Park Community Development Corp. Parks and Recreation Commission to discuss items related to the Community Center Renovations
- [September 23 - Joint meeting of the City Council/Deer Park Community Development Corp. Parks and Recreation Commission to discuss items related to the Community Center Renovations.](#)
 - [Architect \(BSW\) was directed during the joint meeting to begin designing based on the “campus” option located where the Community Center currently sits.](#)

Hike and Bike Trails - This project is another one of the seven approved projects in the 2015 Type B dedicated sales tax election. The project is being funded with \$500,000 from Type B sales tax.

- Limited discussions with staff have taken place.
- City staff met with Bruditt Consultants for potential design of the Hike and Bike Trails comprehensive plan.
- Enter into agreement with Burditt Consultants, LLC. for professional services for the development of the Type B Hike and Bike trails.
- April 3 – Kick off committee meeting to discuss the Hike and Bike trails project design.
- May 16 - Meeting with Harris County Flood Control District to discuss potential Hike and Bike trail access.
- [July 10 – Committee meeting to discuss the Hike and Bike trails project and several phase options during the design.](#)
- [September 11 – Committee meeting to discuss the finalization of the final design for the conceptual Hike and Bike Trail plan.](#)

- City and architect are currently in discussions on an agreement to design Phase 1 construction documents.

Spencerview Athletic Complex - This project is another one of the seven approved projects in the 2015 Type B dedicated sales tax election. The project is being funded with \$3 million from Type B sales tax.

- This project was completed in August of 2017 and is currently in use.
- Ongoing discussions with Harris County Flood Control on Spencerview Bridge project
- City staff currently working with HCFCD on the Spencerview Bridge access and design.



Legislation Details (With Text)

File #: AGR 19-038 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 10/15/2019 **In control:** Deer Park Community Development Corporation
On agenda: 10/28/2019 **Final action:**
Title: Discussion and possible recommendation to City Council on entering into an agreement with Burditt Consultants, LLC for professional services for the development of the Type B Hike and Bike Trails.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [Phase 1 Hike and Bike-Trail AGREEMENT FOR ARCHITECTURAL SERVICES](#)

Date	Ver.	Action By	Action	Result
10/28/2019	1	Deer Park Community Development Corporation		

Discussion and possible recommendation to City Council on entering into an agreement with Burditt Consultants, LLC for professional services for the development of the Type B Hike and Bike Trails.

Architect is being hired for professional services for the development of the Hike & Bike Trails that will include design, construction documents, consultation, project management and other services as required to perform and complete the scope of work and services specifically identified in Attachment of this agreement.

Fiscal/Budgetary Impact:

Type B Funds-

\$500,000 Hike & Bike Project - Pay As You Go
\$23,500 Professional Services Expenses: Burditt Consultants, LLC
\$81,055 Professional Services Expenses - Construction Documents: Burditt Consultants, LLC
\$395,445 Remaining in Hike & Bike Project - Pay As You Go

Recommend to City Council to enter into an agreement with Burditt Consultants, LLC for professional services for the development of the Type B Hike and Bike Trails

AGREEMENT FOR ARCHITECTURAL SERVICES

Phase 1 Hike and Bike Trail

This Agreement is made and entered into in Deer Park, Harris County, Texas on the ____ day of _____, [year]; by and between

The City of Deer Park, a Municipal Corporation in the State of Texas

And

Burditt Consultants, LLC, ARCHITECT(s) duly licensed, and practicing under the laws of the State of Texas.

Said Agreement being executed by the City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by the ARCHITECT for ARCHITECTURAL services hereinafter set forth in connection with the above-designated Project for the City of Deer Park.

DEER PARK retains Burditt Consultants, LLC to perform ARCHITECTURAL services related to the design and construction of the Phase 1 Hike and Bike Trail in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

ARTICLE 1. SCOPE OF WORK

- 1.1 ARCHITECT will provide ARCHITECTURAL, design, consultation, project management, and other services as required to perform and complete the Scope of Work & Services specifically identified in Attachment A of this Agreement. The Services Scope of Work (the "Work") and the time schedules set forth in Attachment A are based on information provided by DEER PARK and ARCHITECT. The schedule of milestones and deliverables are essential terms of this Agreement.
- 1.2 If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by DEER PARK, or if DEER PARK directs ARCHITECT to change the original Scope of Work shown in Attachment A, a written amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be executed by DEER PARK and ARCHITECT.

ARTICLE 2. COMPENSATION

- 2.1 ARCHITECT bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort (“Schedule of Rates”) attached as Attachment B of this Agreement. As requested, ARCHITECT has provided an estimate of the fees for the Work amounting to \$81,055.00 (Eighty One Thousand and Fifty-Five Dollars). ARCHITECT will not exceed that estimate without prior approval from DEER PARK. ARCHITECT will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.
- 2.2 ARCHITECT will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ARCHITECT’S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ARCHITECT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK’S RESPONSIBILITIES

- 3.1 DEER PARK will designate in writing the person or persons with authority to act on DEER PARK’s behalf on all matters concerning the work to be performed.
- 3.2 DEER PARK will furnish to ARCHITECT all existing studies, reports, data and other information available to DEER PARK necessary for performance of the Work, authorize ARCHITECT to obtain additional data as required, and furnish the services of others where necessary for the performance of the Work. ARCHITECT will be entitled to use and rely upon all such information and services.
- 3.3 Where necessary to performance of the Work, DEER PARK shall arrange for ARCHITECT to have access to any site or property.

ARTICLE 4. PERFORMANCE OF SERVICE

- 4.1 ARCHITECT’s services will be performed within the schedule and time period set forth in Attachment A.
- 4.2 ARCHITECT shall perform the Work, and any additional services as may be required, for the development of the Project to completion.
- 4.3 If required, additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.

- 4.4 If any time period within or date by which any of ARCHITECT's services are to be performed is exceeded for reasons outside of ARCHITECT's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5. CONFIDENTIALITY

- 5.1 ARCHITECT will hold confidential all information obtained from DEER PARK, not previously known by ARCHITECT or in the public domain.

ARTICLE 6. STANDARD OF CARE & WARRANTY

- 6.1 Standard of Care. In performing services, ARCHITECT agrees to exercise professional judgment, made on the basis of the information available to ARCHITECT, and to perform its ARCHITECTURAL services with the professional skill and care of competent design professionals practicing in the same or similar locale and under the same or similar circumstances and professional license. ARCHITECT also agrees to perform its ARCHITECTURAL services as expeditiously as is prudent considering this standard of care. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.
- 6.2 Warranty. If any failure to meet the foregoing standard of care Warranty appears during one year from the date of completion of the service and ARCHITECT is promptly notified thereof in writing, ARCHITECT will at its expense re-perform the nonconforming work.
- 6.3 The foregoing Warranty is the sole and express warranty obligation of ARCHITECT and is provided in lieu of all other warranties, whether written, oral, implied or statutory, including any warranty of merchantability. ARCHITECT does not warrant any products or services of others. ARCHITECT, however, expressly acknowledges that these warranty obligations do not eliminate the applicability of the standard of care to all of its work and that the OWNER may still retain remedies against ARCHITECT following the expiration of the warranty period in contract, tort, or otherwise as the law allows.

ARTICLE 7. INSURANCE

- 7.1 ARCHITECT will procure and maintain insurance as required by law. At a minimum, ARCHITECT will have the following coverage:
- (1) Workers compensation and occupational disease insurance in statutory amounts.
 - (2) Employer's liability insurance in the amount of \$1,000,000.
 - (3) Automobile liability in the amount of \$1,000,000.

- (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (5) Professional errors and omissions insurance in the amount of \$1,000,000.

7.2 ARCHITECT has provided a Statement of Insurance to DEER PARK demonstrating and reflecting that ARCHITECT has procured and maintains insurance coverage in accordance with the requirements stated above. That Statement of Insurance is Attachment C of this Agreement.

ARTICLE 8. INDEMNITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, ARCHITECT SHALL INDEMNIFY, AND HOLD HARMLESS THE CITY OF DEER PARK, ITS OFFICERS, OFFICIALS, AGENTS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LAWSUITS, JUDGEMENTS, FINES, PENALTIES, OR LIABILITY INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, OR OTHER HARM IS CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE INDEMNITOR EXERCISES CONTROL.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDENMIFIED CLAIM AS STATED ABOVE, ARCHITECT AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ARCHITECTS LAIBILITY.

8.2 ARCHITECT agrees to and shall contractually require its consultants and subcontractors of any tier to assume the same indemnification obligations to Indemnities as stated herein.

ARTICLE 9. OWNERSHIP OF DOCUMENTS

9.1 As long as DEER PARK is current in the payment of all undisputed invoices, all work product prepared by the ARCHITECT pursuant to this Agreement, including, but not limited to, all Contract Documents, Plans and Specifications and any computer aided design, shall be the sole and exclusive property of DEER PARK, subject to the ARCHITECT's reserved rights.

- 9.2 ARCHITECT's technology, including without limitation customary techniques and details, skill, processes, knowledge, and computer software developed or acquired by ARCHITECT or its Consultants to prepare and manipulate the data which comprises the instruments of services shall all be and remain the property of the ARCHITECT.

ARTICLE 10. INDEPENDENT CONTRACTOR

- 10.1 The ARCHITECT is an independent contractor and shall not be regarded as an employee or agent of the DEER PARK.

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 11.1 The ARCHITECT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

ARTICLE 12. SAFETY

- 12.1 DEER PARK shall inform the ARCHITECT and its employees of any applicable site safety procedures and regulations known to DEER PARK as well as any special safety concerns or dangerous conditions at the site. The ARCHITECT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.
- 12.2 ARCHITECT shall not have any responsibility for overall job safety at the site. If in ARCHITECT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ARCHITECT may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, ARCHITECT may in its discretion terminate its performance, in which event, DEER PARK shall pay for services and termination expenses as provided in Article 18.

ARTICLE 13. LITIGATION

- 13.1 At the request of DEER PARK, ARCHITECT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which DEER PARK is or becomes a party in connection with the work performed under this Agreement, unless DEER PARK and the ARCHITECT are adverse to one-another in any such litigation.
- 13.2 Any litigation arising out of this Agreement between DEER PARK and ARCHITECT shall be heard by the state district courts of Harris County.

ARTICLE 14. NOTICE

- 14.1 All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by electronic mail, facsimile, certified mail or courier to the address of the respective party or to such other address as such party may designate.

ARTICLE 15. TERMINATION

- 15.1 The performance of work may be terminated or suspended by DEER PARK, for any reason. Such suspension or termination shall be subject to notice of DEER PARK's election to either suspend or terminate the Agreement fifteen (15) days' prior to the effective suspension or termination date. The Notice shall specify the extent to which performance of work is suspended or terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by DEER PARK prior to the completion of services contemplated hereunder, ARCHITECT shall be paid for (i) the services rendered to the date of termination or suspension and reasonable services provided to effectuate a professional and timely project termination or suspension.

ARTICLE 16. SEVERABILITY

- 16.1 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 17. WAIVER

- 17.1 Any waiver by either party or any provision or condition of this Agreement shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

ARTICLE 18. GOVERNING LAW

- 18.1 This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas.

ARTICLE 19. CAPTIONS

- 19.1 The captions contained herein are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

ARTICLE 20. ENTIRE AGREEMENT

- 20.1 This Agreement, its articles, provision, terms, and attached Schedules represent the entire understanding and agreement between DEER PARK and ARCHITECT and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.

This Agreement is effective on the last day signed.

Burditt Consultants, LLC

By



Name

Charles Burditt

—

Title

President

—

Date

10-9-19

—

The City of Deer Park

By

Name

Title

Date

ATTACHEMENT A SCOPE OF WORK

Exhibit "A" Scope of Services

UNDERSTANDING OF WORK

The City of Deer Park has completed along with Consultant, an initial Hike and Bike Trail Feasibility Study along with confirmation or revisions to alignments previously identified within the *2013 Parks, Recreation, and Open Space Master Plan*. A Study and Plan was conducted to both review the proposed trail alignments and to determine Opinions of Probable Cost (OPC) estimates and refine them with consideration of current site conditions such as engineering requirements for drainage, obstructions, available right-of-way, and other issues. An initial segment and connection for the first alignment was determined and it is now the intention of the City to move into design and construction.

The City has reviewed and approved a first phase of alignments for construction to be accomplished within a \$350,000 budget. Final Design Services shall result in a complete set of construction drawings, specifications, and details to solicit bids for construction. Services will continue with assistance in review and selection of bids and construction observation through closeout.

Task I – CONCEPTUAL RENDERING OF PHASE 1 ALIGNMENT

1. Develop a digitally rendered illustration of the proposed Phase 1 Hike and Bike Trail alignment. The illustration will be a full-color rendering, suitable for web or print distribution formatted at 24" x 36". The rendering will be in plan view (overhead) with a scale appropriate to cover the entire Phase 1 alignment. The deliverable will be digital .pdf format.

Task II - FINAL DESIGN TASKS:

2. Revise and update CADD base drawings from Landscape Architect as required to prepare final Construction Documents.
3. Review bidding requirements (front end documents) with Staff and team.
4. Prepare Final Construction Document Design at specific percentages as approved by Staff; i.e., 30%, 60%, 90% & 100% completion (or other advised by Staff) Construction Documents.
5. Update Final Opinion of Probable Costs and review with Staff and team.
6. Produce Final Sealed Landscape Architecture Plans, Details and Specifications.
7. Prepare Project Manual and assist Owner with Bidding, RFI, and Addendums as needed.
8. Assist the CITY in filing the appropriate plans and documents with Texas Department of Licensing and Regulation (TDLR) for accessibility compliance with the current Texas Accessibility Standards (with review by independent Texas Registered Accessibility Specialist RAS). Consultant shall be reimbursed for TDLR Fees as a reimbursable expense.

Task III - BID/AWARD TASKS:

9. Attend meeting with Staff (Procurement Representatives) to review bidding dates, and probable construction timelines/deadlines.
10. Provide AutoCAD drawings as instructed by Staff.
11. Prepare electronic copies of bid package and forward to Staff, Procurement and to outside contract printing providers.

12. Arrange and Conduct the Pre-bid meeting at Burditt Offices or City of Deer Park facilities.
13. Respond to requests for information (RFI) and questions from bidding contractors.
14. Issue Addenda as required.
15. Tabulate Bids and Make Recommendation on Contract Award.

Task IV - CONSTRUCTION OBSERVATION TASKS:

16. Arrange and Attend the Project Pre-Construction Conference.
17. Perform Construction Observation site visits at intervals appropriate to the stage of construction as related to all project elements.
18. Issue Observation Reports following site visits.
19. Provide recommendations to address changed or unforeseeable conditions that may manifest during construction.
20. Review and make recommendations to City on shop drawings, product submittals, test results and other submittals from vendors and contractors.
21. Prepare change orders for contractor and make recommendations for their handling.
22. Attend construction progress meetings as determined necessary between Staff and Consultant.
23. Perform Substantial Completion Site Visit to prepare punch list items for completion.
24. Submit Substantial Completion Observation Report to Staff.
25. Review Pay Applications and Submittals as required.
26. Communicate and direct contractor of required preparation and delivery of "As-Built" plans and specifications.
27. Conduct Final Completion Observation and Closeout; develop and deliver final report to Owner.

BASIC SERVICES – LANDSCAPE ARCHITECTURE PROFESSIONAL FEES – TASKS I through IV:

Tasks I: Conceptual Rendering

Fee for Conceptual Rendering of Phase 1 alignment as described in Task I is:

EIGHT HUNDRED DOLLARS (\$800)

Tasks II through III: Final Design, Bid/Award Tasks, Construction Observation

Fees for the Final Design phases shall total 9.00% of the most recently City-approved Opinion of Probable Cost at the end of Preliminary Design. The OPC for this first phase of the Hike and Bike Trail is agreed to be \$350,000. Basic Services Fees are:

THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$31,500)

Increases to the project budget beyond the original OPC shall and directed or approved by the City shall incur additional fees commensurate to the increase in construction cost beyond the original OPC. Invoicing will be billed in the following increments:

I. Final Design Phase- 75% of Final Design Fee

Includes full set of construction drawings, specifications, and project manual for the selected design and preparation of all necessary documents for bid and construction.

II. Bidding and Negotiation Phase –5% of Final Design Fee

Includes issuance of Notice to Bidders, facilitation of Pre-Bid Meeting, responses to questions from bidders, addenda issuance as needed, and scoring of received bids with recommendation.

IV. Construction Phase - 20% of Final Design Fee

Regular site visits throughout entire construction phase, responses to information requests (RFI's), drawing reviews, change order requests, issuance of inspection reports, review/processing of contractor pay applications, final punch list, final walkthrough, and project closeout.

SUBCONSULTANT SERVICES – CIVIL ENGINEERING, SURVEYING, AND GEOTECHNICAL STUDIES

Subconsultants will be engaged to provide professional services for Civil Engineering, Structural Engineering, Topographical Surveying, and Geotechnical Studies. The following subconsultant services and fees will be provided at cost plus ten percent:

- 1. CIVIL ENGINEERING – THIRTY-SIX THOUSAND THREE HUNDRED DOLLARS (\$36,300)**
- 2. LAND SURVEYING – NINE THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS (\$9,625)**
- 3. GEOTECHNICAL STUDY (INCLUDING 4 TEST BORINGS) – THREE THOUSAND SIX HUNDRED THIRTY DOLLARS (\$3,630)**

ADDITIONAL SERVICES

Additional assignments outside the scope of work will be invoiced at an approved lump sum fee or at the Burditt established hourly rates in the attached "Burditt 2019 Hourly Rates" document. Additional assignments include, but are not limited to, any changes due to revisions in the original scope of work, base data relating to this matter, any additional meetings or services and any such services requiring sub-consultants as requested by and approved in writing by Client. Additional services will not be engaged without prior authorization from Client.

SERVICES TO BE PERFORMED BY CITY

1. Miscellaneous
 - a. Provide copies of all licensing agreements, utility agreements and other legal instruments related to the project.
 - b. Prepare and coordinate any required Licensing and/or Utility Agreements.
 - c. Pay all filing; permit review, application and inspection fees.
 - d. Acquire right-of-entry on any property not owned by the CITY should it be determined necessary to complete the scope of work identified within this agreement.
 - e. It is the CITY's responsibility to facilitate and coordinate with private property owners, if deemed necessary.
 - f. Coordination with Harris County Flood Control District (HCFCD) regarding improvements within HCFCD easements.

EXHIBIT "B"
TERMS AND CONDITIONS

ADDITIONAL SERVICES

Additional assignments outside the scope of work will be invoiced at a mutually agreed upon lump sum amount or at Burditt Consultants established 2019 hourly rates. Additional assignments include, but are not limited to, any changes due to revisions in the original scope of work or services requested by Client. Additional services will be provided with prior authorization from Client.

PAYMENT OF FEES

For the scope of services stated herein, Client agrees to pay Consultant the compensation stated in this Agreement. Consultant agrees to submit invoices monthly for services rendered. Invoices shall be forwarded upon completion or monthly, based upon the percentage of completion. Invoices are due and payable within 30 days of receipt. Any invoice payment due past 30 days will be subject to interest at the rate of the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the maximum rate allowed by law.

STANDARD OF CARE

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

RISK ALLOCATION

Burditt Consultants, LLC agrees to carry out and perform the services herein agreed to in a professional and competent manner. In recognition of the relative risks, rewards, and benefits of the project both to the Client and Burditt, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Burditt's total liability to the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of Burditt's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, Burditt's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

FORCE MAJEUR

Circumstances or events may occur that are outside the control of either party. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

INDEMNIFICATION

To the fullest extent permitted by law, Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

HAZARDOUS ENVIRONMENTAL CONDITIONS

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consulting is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

GOVERNMENTAL REGULATORY PERMITTING

United States Corps of Engineers (USACE) 404 Permitting or other Wetland and Rare and Endangered Species Mitigation, Report of Letter of Map Application to FEMA/TCEQ, Texas Commission on Environmental Quality (TCEQ) Permits including but not limited to Permit 401, Water Rights Permit, and SWPPP (to be provided by Contractor awarded the project), and Environmental Protection Agency of the United States (EPA) Construction Storm Water Permits are hereby excluded from any services related to the PROJECT. If requested, these services can be provided as Additional Services.

STATEMENT OF PROBABLE COSTS

When included in Consultant's scope of service, statements, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional general familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

TERMINATION OF CONTRACT

Client may terminate this Agreement with seven (7) days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven (7) days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due.

TDLR DOCUMENTATION:

Pursuant to Texas Accessibility Standards (TAS) and ADA Requirements, Client is responsible for any fees associated with the review, filing and recording of the Landscape Construction Documents. If an Elimination of Architectural Barriers (EAB) project number is available, Client shall provide Burditt with the number prior to finalization of the Construction Documents. Pursuant to the requirements of the law, Burditt will file the plans for review.

CONSTRUCTION PHASE SERVICES

It is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

EXHIBIT "C"
EXCLUSIONS TO BASIC SERVICES – DESIGN ASSIGNMENTS

EXCLUSIONS TO BASIC SERVICES:

CLIENT requests for any of the following shall be considered Additional Services and compensation to CONSULTANT shall be made according to CONSULTANT's published 2019 hourly rates (attached) or fixed fees with prior approval by the CLIENT, or as an Additional Sub-Consultant service:

- a. Archaeological Studies or Services.
- b. Ecological/Environmental or Hazardous Assessment (see Additional Special Services).
- c. Hazard remediation for Asbestos, Brownfield Sites, site contamination, and other hazardous elements.
- d. Re-design of key elements of project after Owner Approval has been given.
- e. Off-site utility infrastructure Engineering/Design.
- f. Material Testing.
- g. Design of off-site utility infrastructure improvements.
- h. Drainage mitigation.
- i. Preparation of easements by separate instrument.
- j. Construction staking.
- k. Record Drawings and Specifications
- l. Contractor As-Built Plans.
- m. Traffic impact analysis.
- n. USACE 404 Permitting or other Wetland and Endangered Species Mitigation.
- o. All permits and/or fees as required by local authorities having jurisdiction.
- p. Resident inspection of Construction Operations by Third Party.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

**ATTACHMENT B
SCOPE OF WORK**

**Exhibit "D"
BURDITT CONSULTANTS, LLC
2019 HOURLY RATES**

HOURLY RATES APPLY ONLY TO REQUESTS MADE OUTSIDE OF BASIC SERVICES OR COVERED BY ADDITIONAL SERVICES OR FIXED FEE CHANGE ORDERS.

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170
Project Manager	\$150
Project Architect	\$135
Project Landscape Architect	\$135
Sr. Planner	\$135
Sr. Urban Forester	\$135
Wetland Scientist	\$135
Natural Resource Planner	\$135
Licensed Irrigator	\$110
Geographic Information Systems (GIS) Planner	\$110
Landscape Architecture Associate	\$110
Architecture Associate	\$110
CAD Designer II	\$ 90
CAD Designer I	\$ 70
Administrative Assistant II	\$ 70
Administrative Assistant I	\$ 55

Invoices are prepared monthly with payments due upon receipt. Interest at the rate of 1 ½ % per month will be charged on all accounts not paid by the 30th day following the billing date. Reimbursable expenses and necessary sub-consultants for Boundary or Topographic Surveying, Civil, Structural or MEP Engineering and approved by Client shall be invoiced at cost plus ten percent (10%).

ARCHITECTURAL Services:

Burditt Consultants, LLC presents this proposal to complete design ARCHITECTURAL and construction services. Burditt Consultants, LLC will complete the following tasks:

1. Attend one site visit with City representatives for programming/preliminary design purposes.
2. Acquire and review any existing site topographical data to determine if additional data is needed.
3. Prepare construction plans and specifications for the proposed project, including all details, ready for construction. The construction plans and specifications will include civil, structural, mechanical and electrical components. ARCHITECT will utilize and make ready any existing City standard details as relative to the project.
4. Submit to the City for review and comment 30%, 60% and 90% complete submittals of the construction documents, followed by a 100% complete submittal, which addresses all comments.
5. Attend one site meeting with City representatives to review each submittal phase (30, 60, 90, and 100%).
6. Submit to the City three (3) sets of final, sealed construction documents and pdf copies of the sealed construction documents on digital removable media. ARCHITECT has not included post construction surveying, field as-built data collection, or other means to acquire information.
7. ARCHITECT will provide design and technical support. The scope of this task includes coordination with the City on design and construction issues as requested. In addition, ARCHITECT will make visits to the site a minimum number of five (5) times throughout the construction, including a final inspection with City Staff.
8. ARCHITECT will formally communicate with the City via e-mail on a weekly and monthly basis on the progress of the project and convey issues with their resolution.
9. In addition to the electronically transmitted weekly and monthly progress reports, ARCHITECT will be responsible for preparing as-built drawings based on comments received by contractor and owner.
10. ARCHITECT will review and advise on any design modification or changes suggested by the City.

Design Completion:

Based on requirements provided by the City, ARCHITECT will complete necessary ARCHITECTURAL analyses and calculations to design the [Project name] facility. ARCHITECT will hold a design review meeting with the City to refine all associated documents (i.e., drawings, specifications and all other necessary documents) to ensure that construction is completed in a proper and efficient manner after each submittal.

For the 30% design deliverable, the specification and plan sheets will include:
Adobe .PDF Drawings, 24" x 36" Format

For the 60% design deliverable, the specification and plan sheets will include:
Adobe .PDF Drawings, 24" x 36" Format

For the 90% design deliverable, the specification and plan sheets will include:
Adobe .PDF Drawings, 24" x 36" Format

ARCHITECT does not intend to develop detailed specifications for all materials and equipment. For standard materials and equipment (such as valves, fittings, tubing, connectors, etc.) a recognized industry standard part number will be provided. The specification of that material by part number will be the manufacturer's specification.

The 100% Design will include pertinent specifications and complete design plan sheets. All maps and drawings will be completed using AutoCAD.

Formatting Services:

ARCHITECT will work with the City to obtain the proper permits as required by TCEQ, Railroad Commission, and local entities. ARCHITECT will facilitate face-to-face meetings with regulators to fast track permit approvals. ARCHITECT will provide updates of SPCC and SWPPP plans for the City for the improvements of this project only.

SCHEDULE B
COMPENSATION AND RATES

See ATTACHMENT A, Exhibit "B"



Legislation Details (With Text)

File #: DIS 19-115 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 10/24/2019 **In control:** Deer Park Community Development Corporation
On agenda: 10/28/2019 **Final action:**
Title: Announcement of dates and times of upcoming DPCDC board meetings.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
10/28/2019	1	Deer Park Community Development Corporation		

Announcement of dates and times of upcoming DPCDC board meetings.

Summary:

As discussed at the September 23, 2019 joint meeting of the City Council, Community Development Corporation and the Parks and Recreation Commission, the next joint meeting to discuss the options for a possible new community center will be on: **November 11, 2019 at 6:00 pm**

Also, pursuant to the Community Development Corporation bylaws, the regular meetings of the Board of Directors of the Deer Park Community Development Corporation shall be held on the 4th Monday of each quarter (October, January, April, July), beginning at 5:30 pm and such meetings shall be held at the Deer Park City Hall, 710 E. San Augustine, Deer Park, TX, unless otherwise determined by resolution of the Board. Therefore, the next DPCDC regular meeting will be held on: **January 27, 2020 at 5:30 pm.**

Fiscal/Budgetary Impact:

n/a

Acknowledge the dates and times of the upcoming DPCDC board meetings.