



Sherry Garrison, Council Position 1
TJ Haight, Council Position 2
Tommy Ginn, Council Position 3

Bill Patterson, Council Position 4
Ron Martin, Council Position 5
Rae A. Sinor, Council Position 6

James Stokes, City Manager
Gary Jackson, Assistant City Manager

Jerry Mouton Jr., Mayor

Shannon Bennett, City Secretary
Jim Fox, City Attorney

In order to help prevent the spread of the virus that causes COVID-19, the City of Deer Park is asking members of the public attending the meeting to:

- 1. Maintain at least 6 feet separation from other individuals.*
- 2. Self-screen before going into the meeting for any of the following new or worsening signs or symptoms of possible COVID-19: (Cough, Shortness of breath or difficulty breathing, Chills, Repeated shaking with chills, Muscle pain, Headache, Sore throat, Loss of taste or smell, Diarrhea, Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit, Known close contact with a person who is lab confirmed to have COVID-19, Wash or disinfect hands upon entering the building and after any interaction with others in the building.*
- 3. Consider wearing cloth face coverings (over the nose and mouth) when entering the building, or when within 6 feet of another person who is not a member of the individual's household.*

The City of Deer Park will be limiting attendance in the Council Chambers to seventy five percent (75%) of the total listed occupancy of room capacity during this meeting.

Ordinance #4239

Resolution #2021-02

CALL TO ORDER

The 1779th meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

COMMENTS FROM AUDIENCE

The Mayor shall call upon those who have registered to address Council in the order registered. There is a five minute time limit . A registration form is available in the Council Chambers and citizens must register by 7:25 p.m.

PRESENTATIONS

1. Proclamation recognizing San Jacinto Day.

[PRO 21-001](#)

Attachments: [San Jacinto Day 2021](#)

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.

2. Proclamation for National Public Safety Telecommunicator Week 2021. [PRO 21-005](#)

Attachments: [Telecommunicator Week Resolution - GHC Board of Managers](#)
[Telecommunicator Week - Governor's Proclamation](#)
[TC Week Memo 2021](#)

3. Presentation of the Public Works Department Annual Report. [RPT 21-004](#)

Recommended Action: Presentation only
Department: Public Works
Attachments: [2020 Annual Report - FINAL](#)

4. Presentation to Bill Philibert, Director of Human Resources, for his service as Chairman of the Texas Municipal Retirement System (TMRS) Board of Directors for 2019-2020. [PRE 21-017](#)

Recommended Action: Recognize Bill Philibert's accomplishments as Chairman of the Texas Municipal Retirement System (TMRS) for 2019-2020.
Attachments: [Philibert Presentation Justified](#)

5. Recognition of employees of the First Quarter for Field and Support. [PRE 21-016](#)

Recommended Action: Applause
Department: Human Resources
Attachments: [Jose Cossio](#)
[Hannah Edwards](#)

PUBLIC HEARINGS

6. Joint Public Hearing on the request of FGI Investments No. 5 LLC and Representative Les Bird to rezone Lot 10 Block 8 Spencer View Terrace (7438 Evie Lane) from Single Family 1 (SF1) to Community Service (CS). [JPH 21-002](#)

Recommended Action: Hear comments for or against the request
Department: City Secretary's Office
Attachments: [FGI Investment](#)
[PZ_JPH_042021_FGI Investments](#)

AWARDING/REJECTING BIDS

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.

7. Awarding bid to General Petro Chem Industrial for construction of the Hike and Bike Trail from X Street to P Street. [BID 21-003](#)

Recommended Action: Recommendation is to award bid, including alternate, to General Petro Chem Industrial for construction of the Hike and Bike trail from X Street to P street in the amount of \$328,122.41.

Attachments: [Bids Received Hike & Bike Trail](#)
[Bid Tab - Deer Park Hike and Bike Trail Project](#)
[Hike and Bike - General Petro Chem Bid](#)
[Recommendation of Award letter](#)

8. Awarding bid to Mar-Con Services for the Delo Elaine and Deer Park Manor Subdivisions for drainage improvements. [BID 21-007](#)

Department: Public Works

Attachments: [Bid Recommendation](#)
[Delo Elaine council exhibit](#)

CONSENT CALENDAR

9. Approval of minutes of workshop meeting on April 06, 2021. [MIN 21-040](#)

Recommended Action: Approval

Attachments: [CC_MW_040621](#)

10. Approval of minutes of regular meeting on April 06, 2021. [MIN 21-041](#)

Recommended Action: Approval

Attachments: [CC_MR_040621](#)

11. Approval of minutes of joint meeting on April 12, 2021. [MIN 21-042](#)

Recommended Action: Approval

Attachments: [CC_Joint_041221\(DPISD\)](#)

12. Approval of tax refund to Glenwood Trails LP in the amount of \$3,528.00 due to a value decrease granted by Harris County Appraisal District. [TAXR 21-042](#)

Recommended Action: Approve the tax refund to Glenwood Trails LP.

Department: Finance

13. Approval of tax refund to Glenwood Trails LP in the amount of \$3,634.54 due to a value decrease granted by Harris County Appraisal District. [TAXR 21-043](#)

Recommended Action: Approve the tax refund to Glenwood Trails LP.

Department: Finance

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.

14. Approval of tax refund to W. D. Lawther in the amount of \$5,320.64 due to a value decrease granted by Harris County Appraisal District.

[TAXR
21-044](#)

Recommended Action: Approve the tax refund to W. D. Lawther.

Department: Finance

15. Approval of tax refund to Pop Hutcheson PLLC in the amount of \$8,381.15 due to a value decrease granted by Harris County Appraisal District.

[TAXR
21-045](#)

Recommended Action: Approve the tax refund to Popp Hutcheson PLLC.

Department: Finance

16. Approval of tax refund to Patricia Boone in the amount of \$651.18 due to a value decrease granted by Harris County Appraisal District.

[TAXR
21-046](#)

Recommended Action: Approve the tax refund to Patricia Boone.

Department: Finance

17. Approval of tax refund to Patricia Boone in the amount of \$1,422.00 due to a value decrease granted by Harris County Appraisal District.

[TAXR
21-047](#)

Recommended Action: Approve the tax refund to Patricia Boone.

Department: Finance

18. Acceptance of the Quarterly Financial Report for the Fiscal Year 2020-2021 first quarter ended December 31, 2020.

[ACT 21-007](#)

Recommended Action: Accept the quarterly financial report for the Fiscal Year 2020-2021 first quarter ended December 31, 2020.

Department: Finance

Attachments: [2021 1Q Financial Report](#)

19. Acceptance of completion of the 2020 Sidewalk Improvement Project.

[ACT 21-009](#)

Recommended Action: Staff recommends acceptance of this project.

Department: Public Works

Attachments: [Balancing change order- 2020 sidewalk project](#)
[Pay Estimate No. 6 & Final](#)

20. Acceptance of completion of the construction of a concession stand facility at Dow Park and release of final payment and retainage to W & R Construction Co.,LLC.

[ACT 21-008](#)

Recommended Action: Recommendation is to accept of completion the construction of a concession stand facility at Dow Park and release of final payment and retainage to W & R Construction Co.,LLC.

Attachments: [Pay Request #5 FINAL](#)
[Affidavit of Payment](#)

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21. Acceptance of completion of the Park Meadows Sanitary Sewer Rehabilitation Project. [ACT 21-010](#)

Recommended Action: Staff is recommending that council accept completion of the project.

Department: Public Works

22. Authorization to advertise and accept bids for a one-year supply of garbage bags. [AUT 21-017](#)

Recommended Action: Authorization to advertise and accept bids for a one-year supply of garbage bags.

Department: Finance

23. Authorization to seek bids for a one (1) year supply of gasoline and diesel fuel to be used for all City of Deer Park vehicles and equipment. [AUT 21-018](#)

Recommended Action: Authorization to advertise for bids for a one (1) year supply of gasoline and diesel fuel.

Department: Finance

NEW BUSINESS

24. Consideration of and action on the purchase and installation of gas and diesel fuel pumps at the City Maintenance Facility. [PUR 21-008](#)

Recommended Action: Staff recommends council approve purchase and installation of the gas and diesel fuel pumps and replacement of the braided fuel lines.

Department: Public Works

Attachments: [Signed Contingency Form](#)
[JF Petro - Buy Board Quote](#)

25. Consideration of and action on an agreement with Houston Community Newspapers. [AGR 21-021](#)

Recommended Action: Approval of agreement.

Attachments: [HCN](#)

26. Consideration of and action on a resolution opposing S.B. 1661 requiring City elections to be held in November of even numbered years. [RES 21-106](#)

Recommended Action: Approve Resolution opposing S.B. 1661

Attachments: [S.B. 1661](#)
[Oppose S.B. 1661-Res-04-2021](#)

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.

27. Consideration of and action on the results of the joint public hearing and a proposed ordinance from the request of the FGI Investments No. 5 LLC and Representative Les Bird to rezone Lot 10 Block 8 Spencer View Terrace (7438 Evie Lane) from Single Family 1 (SF1) to Community Service (CS).

[ORD 21-038](#)

Recommended Action: Approve the ordinance.

Attachments: [Rezone 7438 Evie Lane-04-2021](#)

28. Consideration of and action on an ordinance amending the 2020-2021 Budget for costs associated with the College Park Subdivision and Deer Park Gardens Subdivision for Phase I Drainage Improvements.

[BUD 21-001](#)

Recommended Action: Approve the ordinance.

Attachments: [Ord - Amend Budget FY21 - College Park and Deer Park Gardens Phase I Drainage Improvements](#)

29. Consideration of and action on an agreement with Cobb Fendley for Professional Engineering Services for drainage improvements in College Park.

[AGR 21-023](#)

Recommended Action: Staff recommends entering into an agreement with Cobb Fendley

Department: Public Works

Attachments: [College Park - CobbFendley Proposal - Council 04-20-2021](#)

ADJOURN

Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board
April 16, 2021

City Hall is wheelchair accessible and accessible parking spaces are available. Hearing assistance devices are available. Requests for accommodation 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 #: PRO 21-001 **Version:** 1 **Name:**
Type: Proclamation **Status:** Agenda Ready
File created: 2/10/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Proclamation recognizing San Jacinto Day.
Sponsors:
Indexes:
Code sections:
Attachments: [San Jacinto Day 2021](#)

Date	Ver.	Action By	Action	Result
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Proclamation recognizing San Jacinto Day.

Summary: Robyn Davis with the Sons of the Republic of Texas will be present to accept the San Jacinto Day Proclamation.

Fiscal/Budgetary Impact: N/A



Office of the Mayor

P r o c l a m a t i o n

WHEREAS, the Battle of San Jacinto commenced at 4:30 p.m. on the afternoon of April 21st, 1836 in what is presently Harris County Texas and was the decisive battle of the Texas War of Independence. Led by General Sam Houston, marching into battle to the tune of “Will You Come To The Bower With Me” and shouts of “Remember the Alamo” and “Remember Goliad”, the Texians engaged and defeated General Antonio Lopez de Santa Anna’s Mexican forces in a battle that lasted only eighteen minutes. This victory assured and resulted in an independent Republic which 9 years later became the 28th State in the United States of America, our beloved State, Texas; and

WHEREAS, remembering April 21st, 1836 every year is necessary and proper to remind the citizens of Deer Park, Texas of the sacrifices made by our ancestors, the valiant men and women who risked their lives and fortunes in the quest for independence and to especially remember those who made the ultimate sacrifice in this quest; and

WHEREAS, the citizens of Deer Park, Texas along with the Erastus “Deaf” Smith Chapter of The Sons of the Republic of Texas commemorate the 185th anniversary of this important event in Texas history; and

NOW, THEREFORE, I, JERRY L. MOUTON, Mayor of the City of Deer Park, by virtue of the authority vested in me, do hereby proclaim the 21st day of April, 2021 as:

“SAN JACINTO DAY”

In Deer Park, Texas and urge all citizens of Deer Park, Texas to recognize and participate in the celebration of this historical date in Texas history, celebrating the attainment of Independence from Mexico.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Official Seal of the City of Deer Park to be affixed hereto this Twentieth day of April, Two Thousand and Twenty One, A.D.

Jerry L. Mouton Jr., Mayor
City of Deer Park, Texas



Legislation Details (With Text)

File #: PRO 21-005 **Version:** 1 **Name:**
Type: Proclamation **Status:** Agenda Ready
File created: 4/1/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Proclamation for National Public Safety Telecommunicator Week 2021.
Sponsors:
Indexes:
Code sections:
Attachments: [Telecommunicator Week Resolution - GHC Board of Managers](#)
[Telecommunicator Week - Governor's Proclamation](#)
[TC Week Memo 2021](#)

Date	Ver.	Action By	Action	Result
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Proclamation for National Public Safety Telecommunicator Week 2021.

Summary:

The second full week in April is designated National Public Safety Telecommunicator Week by Congress to recognize the behind the scenes telecommunicators, otherwise known as dispatchers. Congressional representatives continue to honor the profession today with bipartisan support for grassroots initiative 911 SAVES (Supporting Accurate Views of Emergency Services). This initiative aims to recognize 9-1-1 professionals for the lifesaving work they perform by reclassifying them from administrative personnel to protective services at the federal level.

Telecommunicators are recognized as the, "first, first responders," by industry professionals. Telecommunicators may positively affect the outcome of an emergency by being the first emergency service provider to manage the incident remotely, if not in person.

Eleven Telecommunicators and 1 Communications Supervisor staff the Deer Park Police Department's Communications Unit. Training requires each candidate to demonstrate superior multi-tasking abilities, quickly acquire dispatch specific skill sets, problem solve during potential life and death situations and learn enough about law enforcement, firefighting and medical services to efficiently and accurately dispatch each discipline.

Telecommunicators are responsible for many duties including, but not limited to:

- High level, public safety specific, processing of non-emergency and 9-1-1 phone calls
- Using next generation 9-1-1 technology to determine emergency locations when the caller is uncertain of, or unable to, communicate their whereabouts
- Radio dispatching of police, fire, EMS and after hour city services

- Launching emergency alerts via the siren system, school alert system and CodeRED phone calls for tornados and chemical releases
- Delivering pre-arrival medical and safety instructions to callers
- Providing for the safety of police officers, firefighters and paramedics by assessing scene conditions and providing hazard information in advance of arrival
- Providing alerts, monitoring unit status, checking on welfare, sending back up
- Assisting fire command with recognizing mayday calls and personnel accountability reports, staging units, obtaining and reviewing hazardous material information
- Supporting emergency operation center functions during critical incidents
- Simultaneously performing all above duties as needed for the successful resolution of life threatening emergencies and/or high call volume periods.

Studies have shown that telecommunicators are exposed to the same stressors as other public safety disciplines and experience disorders and ailments at similar rates. Feeling helpless, afraid, fatigued or traumatized by calls involving responder or child injury or suicidal callers is common. Work schedules require a long time assignment to night and evening shifts, overtime, working almost all weekends and most holidays. The position is inherently complex and overtly technical. Communications centers contend with staffing shortages nationwide due to a lack of qualified applicants, intense training programs and challenging workloads. This is compounded in smaller centers who must use less personnel to accomplish more tasks, rather than focusing on being “just” a call taker or “just” a radio dispatcher. Hazards unique to each jurisdiction such as the petrochemical refining district or hurricane threats are also added complications for each center.

When almost every call stems from a negative experience, each telecommunicator has the opportunity to make a difference and improve the quality of life of our citizens every time they answer the phone by being professionals. They take great pride in being the one who watches over the responders and dedicate themselves selflessly during significant incidents. They are able to make a significant impact or save a life by being critical personnel involved in the resolution of an emergency. These actions occur largely, and often literally, in the dark and behind the scenes because they turn the lights down in the center to compensate for the computer monitors and never set foot on scene.

We respectfully request that the Council Members of the City of Deer Park accept this resolution recognizing April 11-17, 2021, as National Public Safety Telecommunicators week, in honor of the services performed by the men and women the Deer Park Police Department’s Communication Unit.

Fiscal/Budgetary Impact:



RESOLUTION

Public Safety Telecommunicator Week

WHEREAS, over 1,200 telecommunicators and dispatchers daily serve the residents of Harris and Fort Bend Counties by answering their calls for police, fire or emergency medical services, and by dispatching the appropriate assistance as quickly as possible; and

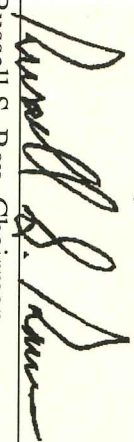
WHEREAS, public safety telecommunicators are the vital link between citizens and the emergency service they are in need of, whether it be police, fire, or emergency medical assistance; and

WHEREAS, telecommunicators are professionals whose multi-tasking, behind-the-scenes and often unrecognized actions are responsible for helping protect people and property; and

WHEREAS, professional telecommunicators work to improve the technology and operational capabilities through their leadership and participation in training programs to improve their skills and prepare for 9-1-1 calls from different devices; and

WHEREAS, the Greater Harris County 9-1-1 Emergency Network wishes to join with the State of Texas, and the Senate and the House of Representatives of the United States of America and other 9-1-1 Entities across the Country in setting aside the second week in April to recognize Telecommunicators for their crucial role they play in protection of life and property.

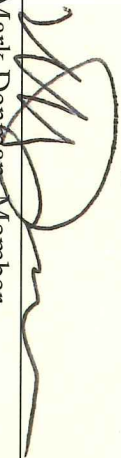
NOW, THEREFORE, BE IT RESOLVED, by The Greater Harris County 9-1-1 Emergency Network, this 24th day of February, 2021 that **NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK** be designated the week of April 11 - 17, 2021 in honor and recognition of our community's 9-1-1 professional telecommunicators for the vital contribution that they make to the safety and well-being of those in need of emergency services.



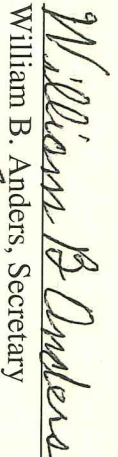
Russell S. Rau, Chairman



Dennis Storenski, Member



Mark Dentman, Member



William B. Anders, Secretary



Vergil Ratliff, Member



Shawn Thompson, Member





STATE OF TEXAS
OFFICE OF THE GOVERNOR

Across the state, public safety telecommunicators act as our “unseen first responders,” but these men and women continually serve our communities and help save lives every day. These professionals, which include 9-1-1 operators, dispatchers, and other communications specialists, answer calls for help and use their high-quality communication and decision-making skills to address the needs of the caller according to the specific challenges raised by their emergency. Not only do they maintain the calm, professional, and disciplined demeanor that handling a 9-1-1 call requires, but these first responders also think and respond rapidly to crisis situations, and often lend a supporting voice to reassure frightened, upset, and confused callers.

As we have faced the unprecedented challenges of the novel coronavirus (COVID-19) pandemic, public safety telecommunicators have remained unwavering in their dedication to providing essential services to Texans in need during these difficult and distressing times. To address these needs, Texas has almost 600 public safety answering points where over 4,000 telecommunicators answer 9-1-1 calls, with a large percentage of those calls coming from wireless phones. The Commission on State Emergency Communications works with telecommunicators and local and state governments to ensure Texans have reliable access to emergency telecommunications services. Every year, the commission designates a week in April for an awareness campaign to highlight the many contributions and achievements of public safety telecommunicators and their importance in the public safety framework of the Lone Star State.

At this time, I encourage all Texans to learn more about the vital role these professionals play in our everyday lives, and to extend their appreciation to public safety telecommunicators. Their strength and expertise in times of crisis ensures Texans receive the help they need when they need it most.

Therefore, I, Greg Abbott, Governor of Texas, do hereby proclaim April 11-17, 2021, to be

Public Safety Telecommunicators Week



in Texas, and urge the appropriate recognition whereof.

In official recognition whereof,
I hereby affix my signature this the
5th day of March, 2021.

A handwritten signature of Greg Abbott in black ink.
Governor of Texas



Greater Harris County 9-1-1 Emergency Network

March 25, 2021

Dear 9-1-1 Coordinators,

This past year we have all experienced (and continue to) unprecedented challenges with the Coronavirus and Winterstorm Uri. During it all, telecommunicators throughout our service area have remained dedicated to helping residents by sending them emergency responders quickly and efficiently. They continue to be the **VITAL link** between citizens needing emergency assistance and the emergency service providers: fire, police/sheriff, and medical assistance.

Each year a special week is designated to recognize 9-1-1 telecommunicators/dispatchers for the contributions they make to emergency services. The week of **April 11-17, 2021** is known as **9-1-1 TELECOMMUNICATOR WEEK** in all of Harris and Fort Bend Counties. A Resolution signed by the Greater Harris County 9-1-1 Emergency Network is presented to each responding agency to be posted in the communication department in recognition of this special week.

The resolution will also be shared with all city and county officials, and they are encouraged to present this resolution at City Council meeting/commissioners' Court. Please be sure to make an effort in your agency to recognize your calltakers for the valuable effort that they make daily to public safety. Inform your department personnel about this week of recognition. Many agencies have taken it upon themselves to recognize the telecommunicators locally in various ways. We are always looking for pictures and examples of what each agency does to recognize TC Week.

**PLEASE POST IN YOUR DEPARTMENT
DURING THE WEEK OF APRIL 11 - 17, 2021**

Sincerely,

Sonya Lopez Clauson
Public Information Officer



Legislation Details (With Text)

File #: RPT 21-004 **Version:** 1 **Name:**
Type: Report **Status:** Agenda Ready
File created: 4/9/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Presentation of the Public Works Department Annual Report.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [2020 Annual Report - FINAL](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Presentation of the Public Works Department Annual Report.

Staff is pleased to submit The 2020 Public Works Annual Report. The report details the work of each division and highlights the recognition of Public Works as a First Responder.

N/A

Presentation only

2020

Public Works Annual Report



CITY OF DEER PARK

Public Works Department
710 E San Augustine
Deer Park, TX 77536

www.deerparktx.gov/publicworks

publicworks@deerparktx.org



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Letter from the Director

**Message from the
Director of Public Works
W.R. (Bill) Pedersen, P.E.**

I am pleased to submit the Public Works Department's second annual report and excited to remind our community that, per President George W. Bush Homeland Security Presidential Directive (HSPD-5), Management of Domestic Incidents, Public Works professionals are recognized as First Responders by federal mandate. A well-deserved recognition for the American Public Works Association (APWA) and all public works employees from President Bush!

The department has had another busy year handling over 31,000 in-bound calls to our front desk clerks, working on engineering projects, assisting other departments, and providing building inspections and enforcing code regulations. No matter how busy each division gets, we are always striving to maintain courteous customer service while delivering exemplary municipal services.

The department worked on over forty engineering projects this year, expending a little over \$11 million, inclusive of the last year of our ten year Water & Sewer Capital Improvement Plan (CIP). Staff continues to use new innovative technologies allowing the engineering staff to replace water, sewer and storm lines by using cured-in-place pipe (CIPP) trenchless processes, significantly reducing excavation cost and minimizing impact to citizen's property. Our building and engineering inspection personnel has been vital to the success of every project.

The field service divisions continue to work day and night behind the scene to keep our city infrastructure running properly to provide the high quality of life our citizens have come to expect. Success of our department would not have been possible without the support of City Council, Mayor Jerry Mouton, City Manager Jay Stokes and Assistant City Manager Gary Jackson.



What is Public Works?

The basic definition for Public Works is the combination of physical assets, management practices, policies, and personnel necessary for government to provide and sustain structures and services essential to the welfare and acceptable quality of life for its citizens.



Simply put, Public Works is the heartbeat of any city, maintaining water, sewer and storm pipe networks, drinking water production, sanitary sewage treatment, solid waste handling, roadway and sidewalk repair/replacement, traffic signals, facility equipment maintenance and much more. The people working in Public Works are solving some of the toughest problems that occur in our communities, country and world. Most Public Works employees

are on call and must be ready to respond to a water main break, repair a sewer line, clear debris from streets after a storm, respond to flooding issues with barricades, etc.

Those who are involved in public works perform work behind the scenes to make sure that residents are able to enjoy the basic necessities and the quality of life that is expected within a municipality. Without public works, potholes would incapacitate vehicles. Without public works, garbage would not be collected but would be, instead, allowed to pile up, leading to a rampant increase in rodent and wild animal population in residential areas, ultimately leading to a rise in illness and disease.

There would be no community without the quality of life Public Works provides. There would be no community to police or protect, no public to lead or represent. In addition, Public Works performs residential trash collection, building inspections, permitting, code enforcement, storm water and floodplain management as well as engineering services for the City.



Public works employees may not always enjoy the limelight, but their jobs are of the utmost importance. As you enjoy your running water, paved roads, flushing toilets, etc., take a moment to appreciate the people who work behind the scenes, sometimes tirelessly, to provide us with these necessities.

COVID-19 Response



The Public Works Department is closely following the spread of the coronavirus and its effects on our community. The Public Works Department is designated as a “first-responder” and therefore, it is important for us to have the proper resources and information to respond.

We are committed to the safety of our citizens, contractors and employees. This requires a delicate balance between maintaining staffing requirements while simultaneously protecting those who are required to continue working. With that in mind, we have taken a variety of steps to combat the spread of COVID-19, while continuing to provide essential operations. Whether the job can be performed alone, or requires close quarters contact with others, we make sure to follow all the suggested CDC guidelines.

1st Responder Designation



FOR IMMEDIATE RELEASE

Media Contact: Jared Shilhanek
Sr. Marketing & Communications Manager
(816) 595-5257
jshilhanek@apwa.net



American Public Works Association Announces Rollout of National Public Works First Responder Symbol

INDIANAPOLIS, In. – May 7, 2018 – This morning, at the North American Snow Conference general opening session, American Public Works Association (APWA) President William “Bo” Mills announced the Association’s adoption of a national Public Works First Responder symbol. The symbol is to be used throughout North America to recognize public works professionals’ federally mandated role as first responders.

President George W. Bush issued Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, in 2003, in which a public works response to emergencies and disasters is recognized as an absolute necessity, and the federal government is directed to include public works in all planning and response efforts. The Public Works First Responder symbol is expected to increase recognition of public works as first responders throughout North America.

The Public Works First Responder symbol uses familiar colors—orange, black and white—and a design reminiscent of road construction, signs, safety cones and orange construction barrels.

By displaying the symbol wherever appropriate, public works agencies can raise awareness among all citizens, government officials, and other first responders about the critical role public works plays in emergency management efforts. To ensure the symbol has maximum exposure in as many settings as possible—such as on fleet vehicles, license plates, letterhead, hard hats, uniforms, public buildings, and offices—APWA is making the symbol available in multiple formats at no cost to all public works agencies.

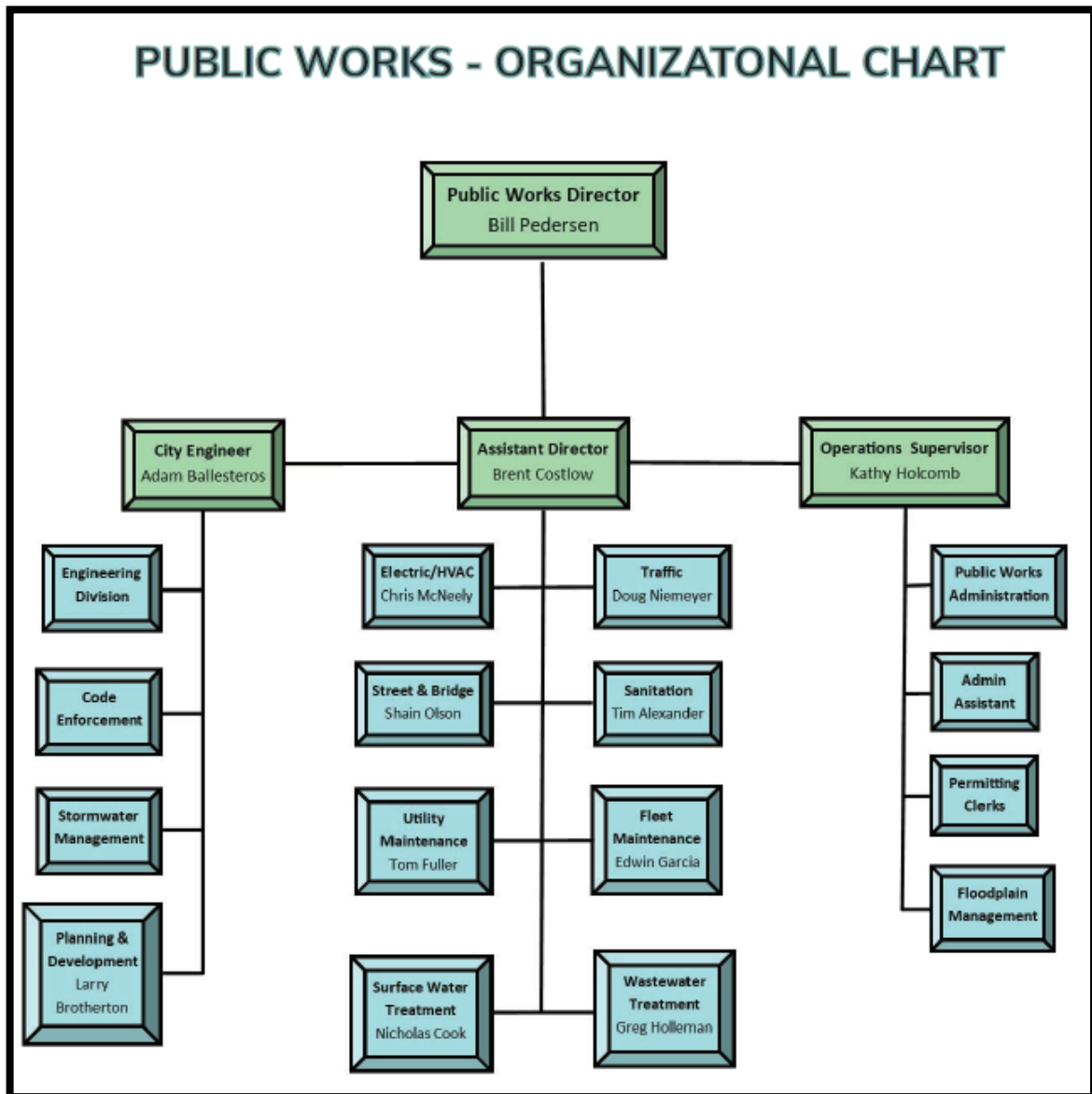
Public works agencies can obtain free access to the symbol’s artwork, as well as APWA’s simple guidelines for use of the symbol on the web or in all print formats, at www.apwa.net/firstresponder. Items displaying the symbol also may be purchased in the APWA Store at www.apwa.net/store.

For more information about the Public Works First Responder symbol, or about APWA, please contact Jared Shilhanek, Sr. Marketing & Communications Manager, at 816-595-5257 or jshilhanek@apwa.net.

About APWA

The American Public Works Association (www.apwa.net) is a not-for-profit, international organization of more than 30,000 members involved in the field of public works. APWA serves its members by promoting professional excellence and public awareness through education, advocacy and the exchange of knowledge. APWA is headquartered in Kansas City, Missouri, has an office in Washington, D.C., and 63 chapters in North America.

Organizational Chart



Departments



Public Works Administration

The Public Works Administration Division has the massive responsibility of maintaining the City's physical assets: streets, sidewalks, water system, sewer system, drainage facilities, traffic signals, fleet vehicles, and municipally owned buildings.

The Public Works Director, along with administration staff, oversees the daily operations of the 10 divisions of the Public Works Department:

1. Planning & Development / Engineering
2. Sanitation
3. Street & Bridge Maintenance
4. Fleet Maintenance
5. Traffic / Electrical / HVAC Maintenance
6. Water & Wastewater Maintenance
7. Wastewater Treatment Plant
8. Surface Water Treatment Plant
9. Floodplain Management
10. Stormwater Management

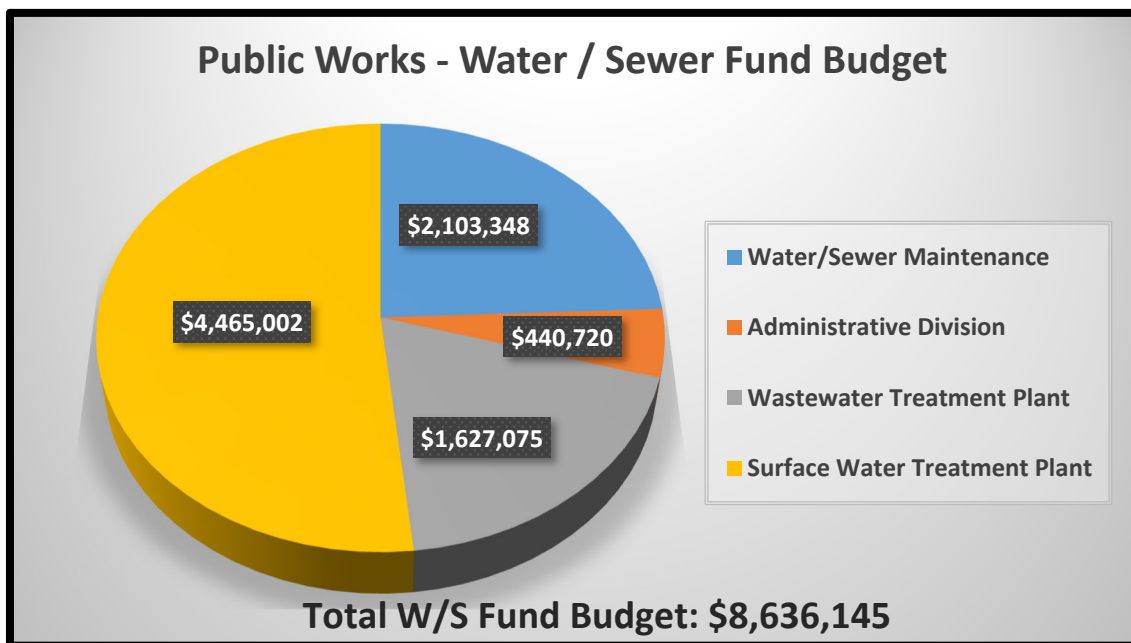
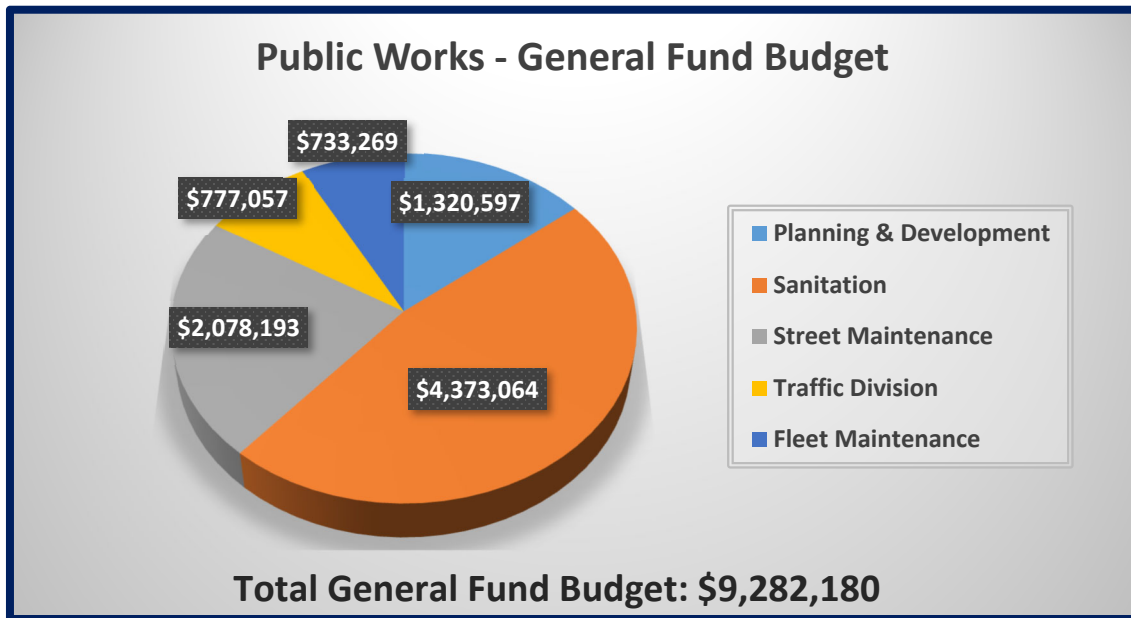


In total, we employ 92 full-time employees, and two engineering interns. The administration division consists of:

- Public Works Director: Bill Pedersen, P.E.
- Assistant Public Works Director: Brent Costlow
- City Engineer: Adam Ballesteros, P.E.
- Operations Supervisor: Kathy Holcomb
- Administrative Assistant: Tiffany Stasney

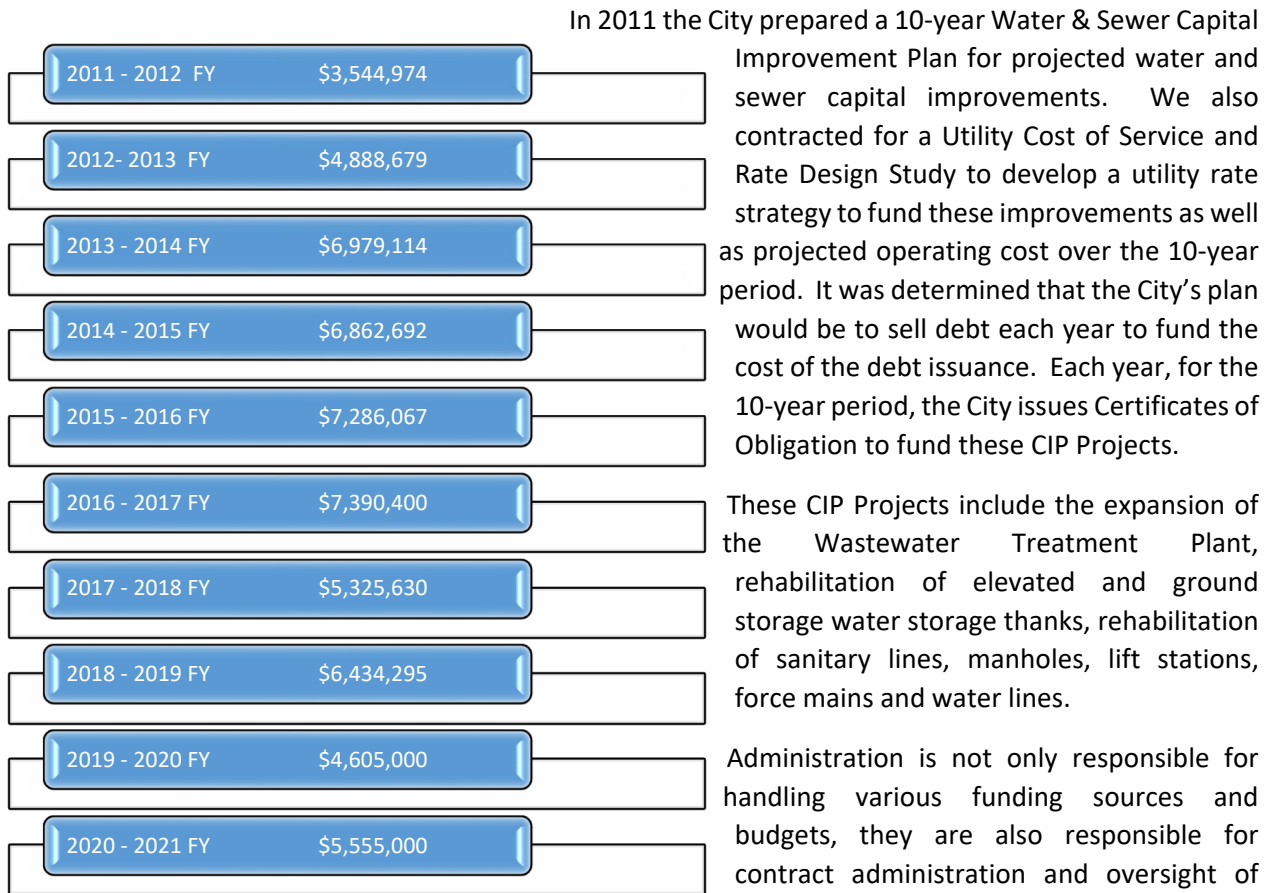
Administration is responsible for the management of the all Public Works related funding sources, which includes Bond, Water & Sewer, Stormwater, Capital Improvement and General Funds. Our operating

budget for the 2019/2020 fiscal year includes: \$9,282,180 in General Funds, \$8,636,145 in Water & Sewer Funds and \$594,299 in Stormwater Funds for a total operating budget of \$18,512,624.



In addition to our General Fund, Water/Sewer Fund and Stormwater Fund budgets, we also oversee numerous bond fund projects. The bond funds consist of both General Obligation Bonds and Certificates

of Obligation Bonds. These bonds have funded street improvement projects, drainage improvement projects and water/sewer improvements.



Administration is not only responsible for handling various funding sources and budgets, they are also responsible for contract administration and oversight of Public Works projects, preparation of a variety of studies, reports, and related information for decision-making purposes; assist with newsletters, brochures, social media; maintains performance evaluation and personnel records, creates City Council agenda items; Planning & Zoning agenda items; and serves on the EOC during emergency events and acts as a first responder during such events.

Planning & Development



The Planning & Development Department is overseen by the City Engineer, Adam Ballesteros; Building Official, Larry Brotherton; and the Deputy Building Official, Greg Melching.

This department is divided into three divisions: Engineering, Code Enforcement and the Building Department. The total operating 2019/2020 fiscal year operating budget for this department was \$1,320,597.

Emergency Response

The department carries a first responder classification. Although they do not respond during an emergency event, they are expected to be on standby for immediate response after a natural disaster for damage assessment. They are called on to inspect and ensure the safety of buildings and structures, for occupancy, within the City.



Building Department

The Building Division is a very important division for a city. Building permits help ensure code compliance, public safety, maintain uniformity and protect property values. A home or business is an investment. If construction does not comply with the building codes, the value of the investment could be reduced. Insurers may not cover work or damages caused by work performed without proper permits or inspections.

Permitting allows the building official and inspectors to reduce the potential for hazards of unsafe construction and provide for public safety, health and welfare.

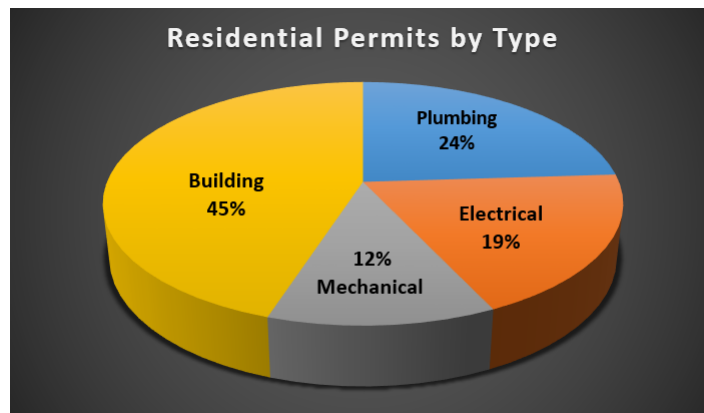
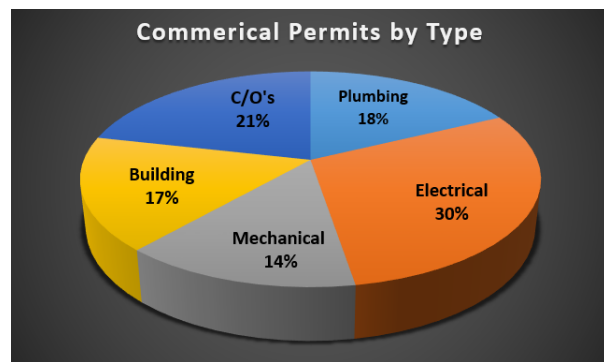
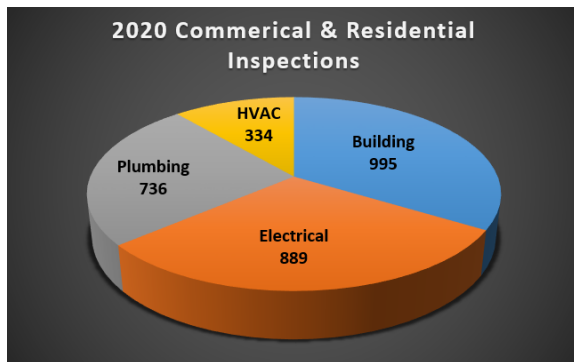
Whether it is a simple fence replacement inspection or a multi-million dollar project that involves numerous inspections, our department handles them with the same professionalism and expertise. Our inspectors are all certified in their field of work and several have multiple certifications as well. These include: plumbing, mechanical, electrical, residential building and commercial building, medical gas, code enforcement, backflow prevention, and plans examiner certifications.

Our permitting clerks are well trained and knowledgeable, in not only the permitting process, but also in the various Public Works related issues that arise. So not only are they scheduling inspections, entering permits and registering contractors, they also act as the go-between for citizens and the Public Works field crews. They handle calls concerning trash collection, broken water mains, clogged sewers, broken sidewalk, pot holes, etc. They keep the department running seamlessly.

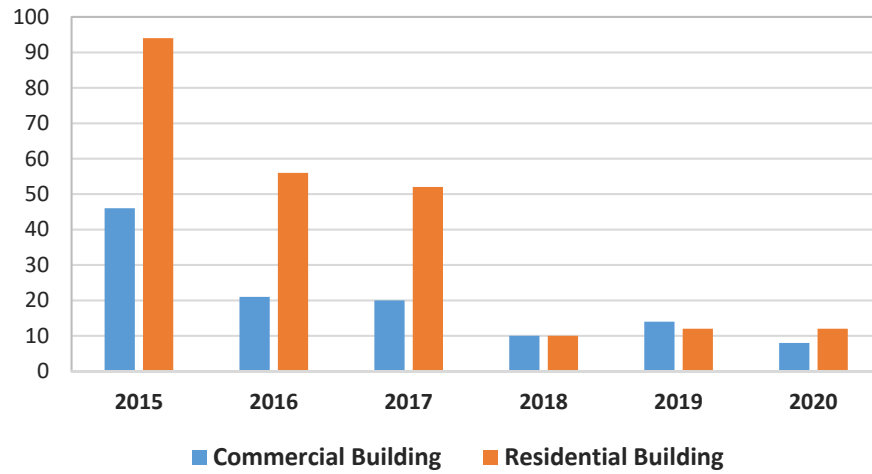


This past year over 2,000 permits were issued with close to 3,000 inspections being performed as well. The Building Division also handles all zoning, rezoning, variances and specific use permits.

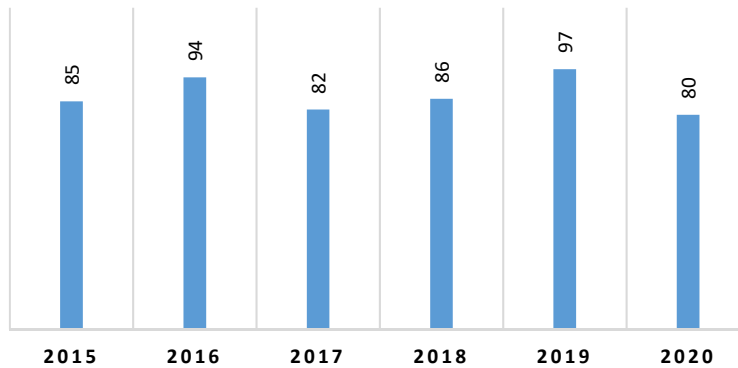
A few statistics from the Building Division:



New Construction - 5 Year Comparison



CERTIFICATE OF OCCUPANY - 5 YEAR COMPARISON



Other Building Division Data:

- 36 New Swimming Pools
- 70 New Sign Permits
- 3 Re-zonings
- 4 Specific Use Permits
- 6 Variances

Code Enforcement



The City's Codes and Ordinances have been created to protect the safety, health, and quality of life for the citizens of Deer Park. The Code Enforcement Division is responsible for providing a safe and healthy environment for citizens, business owners and visitors by ensuring that all properties are maintained in a manner that encourages community pride, neighborhood integrity, public health and maintains property values.

Code Enforcement Officers proactively enforce areas concerning dangerous buildings, substandard structures, excessively high grass and weeds, accumulation of trash and debris, illegal dumping, junked items, and other general nuisance related violations.



Imagine a city in which anyone could post signs about businesses, garage sales, or any other type of advertisement they wanted along roadways and in your neighborhood. Our community would look like a mess! These type of signs are a code violation. They create a traffic hazard, damage mowing equipment and become litter that blight our neighborhoods. Our Code Division picks up illegal signs and ensures that those wanting to place signs, obtain the proper permits.

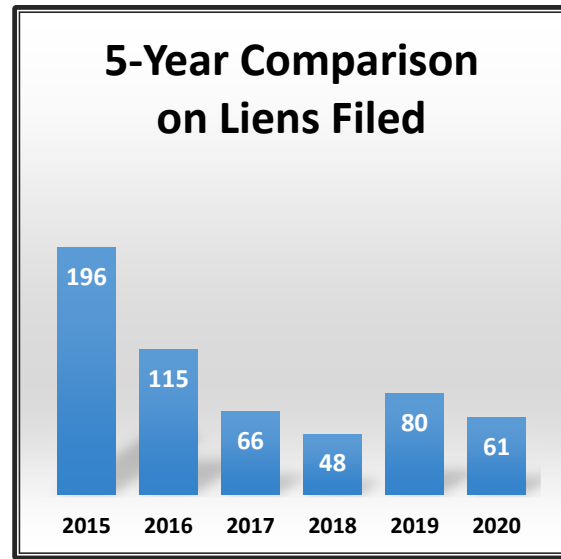
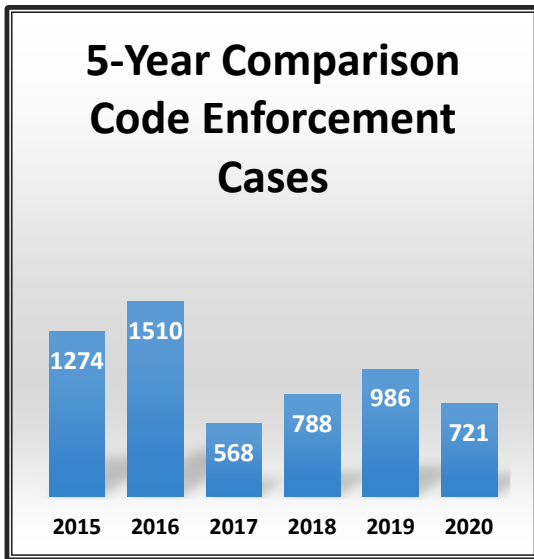
Safety is a big concern for everyone. Low hanging limbs and overgrown vegetation not only cause a traffic hazard, they also put pedestrians, including school children, at risk. Each property owner is responsible for ensuring there are not low hanging branches over roadways and sidewalks and that bushes are trimmed so there is a clear walking path on sidewalks.



It's important to maintain pools, spas, and hot tubs in a clean and sanitary condition. The entire bottom of the pool must be clearly visible. It is also very important to not have anything on your property that would hold water and become stagnant, such as old pots, tires, buckets, etc. Doing so creates a breeding ground for mosquitoes.

Piles of trash, debris and rubbish in yards, is a violation. They pose a fire hazard, retain stagnant water and become a nest for rodents and snakes. They also blight neighborhoods. Our Code Enforcement Officers work with property owners to have the issues remedied in a timely manner. Other Code issues that arise on a normal basis is overgrown weeds and grass, illegally parked vehicles and people building without permits.





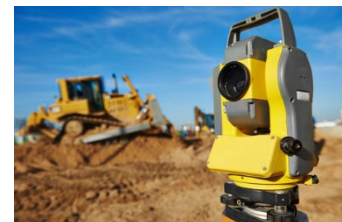
Engineering Department



The Engineering Division is responsible for the management of a variety of programs and projects. The division provides the planning, design, financial, contractual, and construction management services necessary for development of the city's major Capital Improvement Projects as well as projects funded by the city's general budget and bond funds.

This division also meets with developers interested in investing in the city, drafts ordinance changes pertaining to

development issues, reviews infrastructure improvement designs submitted by private developers, and reviews new subdivision plats. The Engineering Division is also responsible for making recommendations to the City Council and the Planning and Zoning Commission as well as to other city officials and departments. Some examples include stormwater management, stormwater runoff, floodplain management, and subdivision development.



Projects Completed in 2020



Street Replacement Project: Started in May 2018, completed in the spring of 2020. The project consisted of reconstructing Amherst, Baron, Brown, Cork, Dahlia, Ember, Fleet, Glacier, Hastings, Iris, Justin and Kelvin Lanes as well as portions of 9th and 12th Street. Binkley and Barfield were hired to provide the design and professional engineering services on the project, for a cost of \$616,061. D&W Contractors were awarded the project with the final contract price being \$5,472,089.50.

Sanitary Sewer Rehabilitation Project – Park Meadows Subdivision Sections 1 – 4: Started in March 2019 and completed in the summer of 2020. The project involved pipe-bursting 23,680 linear feet of sanitary sewer pipe and manhole rehabilitation. The project was performed by Vaught Services at a cost of \$1,968,096.26 which was funded out of Series 2018 Water/Sewer Certificates of Obligation Bond Funds.



Manhole Rehabilitation – Phase 4: Started in June 2019 and completed in the spring of 2020. Phase 4 consisted of rehabilitating 56 manholes throughout the City. The project was performed by Fuquay, Inc. at a cost of \$249,979.48 and funded out of Series 2018 Water/Sewer Certificates of Obligation Bond Funds.

Surface Water Treatment Plant Sludge Removal: Started in November 2019, completed in late spring 2020. The project was awarded to Persons Services with a final cost of \$564,253. The project involved removal and disposal of sludge, a byproduct of the water treatment process. The project was funded out of the Water/Sewer Fund.

Corrugated Metal Pipe Rehabilitation on Jefferson Avenue: Started in winter 2019 and completed in spring 2020. The project consisted of UV lining 2,050 linear feet of large diameter storm drainage pipe on Jefferson Avenue. The work was performed by Fuquay, Inc. in the amount of \$656,721.88 which was funded out of the Capital Improvement Program (CIP) Drainage Funds.



Police Firearms Training Facility: Started in the fall of 2019 and completed in the summer of 2020. The project was necessary to restore the firing range after damage received during Hurricane Harvey which caused significant damage to the berms. The project was awarded to Jerdon Services and the final cost was \$742,746.78 with FEMA grant funds covering 90% of the cost.

New Orleans Outfall Rehabilitation Drainage Project: Started in early spring 2020 and completed in late summer 2020. The project consisted of lining the 30-inch outfall pipe and constructing new extended inlets that will allow for faster drainage to minimize flooding in the area. The project was performed by Vaught Services in the amount of \$269,662 and funded out of the Capital Improvement Program (CIP) Drainage Funds.

18-inch Force Main Rehabilitation Project – Phase I: Started in spring 2020 and completed in late summer 2020. The project consisted of the rehabilitation of the 18-inch sanitary sewer force main that runs from the south plant, on Luella Avenue, to the Wastewater Treatment Plant on the north end of town. This project was performed by Vaught Services with a final construction cost of \$1,396,750 which was funded out of Water/Sewer Contingency Funds.

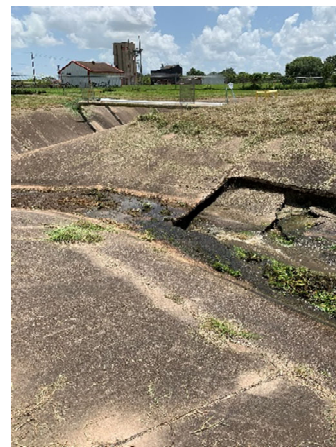


Rehabilitation of the Pasadena Blvd. 1-Million Gallon Water Ground Storage Tank: Started in spring 2020 and completed in the fall of 2020. Dunham Engineering was hired to perform the professional engineering services and onsite inspection. The project was awarded to Nova Painting with a final cost of \$339,000. The project was funded out of the 2017-A Water/Sewer Certificates of Obligation Bond Funds.



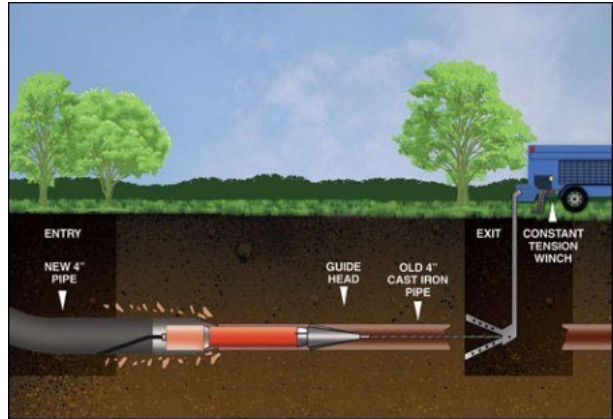
2020 Waterline Improvement Project: Started in May 2020 and completed in winter 2020. The project consisted of pipe-bursting 5,600 linear feet of various waterlines across town. The total cost was \$672,884 and funded out of the 2018 Water/Sewer Certificates of Obligation Bond Funds.

Slope Paving Repairs at the Harris County Drainage Ditch G104-00-00: In August, the City Council declared an emergency and authorized City staff to negotiate with Harris County Flood Control District (HCFCD) to authorize HCFCD's construction contractor to conduct an emergency repair of a drainage ditch collapse north of the City's Wastewater Treatment Plant and to authorize City staff to negotiate with the contractor to perform bypass pumping. The concrete lined drainage ditch that had a critical collapse that was causing the water to wash out under the concrete slope paving, which was undermining the bank and surrounding structures. The City's portion of this repair was \$439,550.69 which was paid out of our Capital Improvement Drainage Funds.



Sanitary Sewer Rehabilitation in Erin Glen Subdivision and Repair at Pasadena Blvd. @ Downing Circle:

In October 2020, the City Council approved the purchase of services, through the Buy Board, of Vaught Services, LLC to perform this work. The project consisted of pipe bursting approximately 6,000 linear feet of sanitary pipe in the Erin Glen Subdivision. The project also consisted of an emergency repair of a 24-inch sanitary line and 36-inch stormwater line that was found to be failing at the intersection of Pasadena Blvd. @ Downing Circle. The total cost for this work was \$1,124,887.46, a portion of which was paid out of the CIP Water/Sewer Funds and a portion out of existing Drainage Bond Funds.



2020 Concrete Maintenance Contract: After receiving ten bids, the City entered into its first annual Concrete Maintenance Contract, with Brooks Concrete in the amount of \$312,553.65. Although the City has its own Street Maintenance crew which performs pavement and sidewalk repairs, this contract was designed to cover larger concrete repairs that our crew simply doesn't have the manpower to cover.

PAX System at Avon Elevated Storage Tank and the P Street Ground Storage Tank: PSI Water Technologies was hired to perform a water quality improvement project at the Avon and P Street water storage tanks. This system provides a mixer and a chlorine residual control system in each of the tanks. It provides a more efficient and uniform method to boost the chlorine residual and will have a direct impact on the water quality on the neighborhoods served by these tanks. The total cost was \$212,100 which included two water quality stations, two PAX Smart Controllers, two chemical feed systems for ammonia, a mixer for the ground storage tank, a mixer for each tank, SCADA control, feedback, training and installation.

Current / Ongoing Projects

2020 Sidewalk Improvement Project: \$300,000 in Capital Improvement Funds were budgeted for this project. The project involves installing new sidewalk, around the city, that currently have no sidewalk and replacing a few in poor condition. It also includes installing wheelchair ramps in various areas. The project was awarded to Teamwork Construction for \$245,588. The project is currently under construction.



Rehabilitation of the Coy Street 500,000 Gallon Elevated Water Storage Tank: In May 2020, the City entered into an agreement with Dunham Engineering for the design and construction oversight of this project. The agreement with Dunham was \$85,000. In August, the project was awarded to DSP Industrial, Inc. in the amount of \$419,000. The project involves the painting and rehabilitation of both the interior and exterior of the elevated tank.

Manhole Rehabilitation – Phase 5: In October 2020, City Council approved the purchase of services from Fuquay, Inc. to perform the rehabilitation of 53 manholes throughout the City. The project involves repairing and rehabilitating the manholes using an epoxy liner system to prevent further damage by sewer gases, preventing manhole failure and prolonging the life of the system. The contract price is \$249,866 which is being funded out of Water/Sewer Certificates of Obligation Bond Funds.



Clearwell and Disinfection Improvements at the Surface Water Treatment Plant: In June 2020, the City entered an agreement with Ardurra Group for the engineering design services at a cost of \$677,810. Ardurra is looking into changing the type of chemical used as the primary disinfection at the water treatment plant and the process used. The agreement, along with the future work involved, are funded out of Series 2019 and 2020 Water/Sewer Certificates of Obligation Bond Funds.

Surface Water Treatment Plant Solids Handling Project: In December of 2018, the Ardurra Group was hired to perform engineering services, related to the solids handling at the plant. The agreement with Ardurra was \$495,000. The project was awarded to CSA Construction in June 2020, based on their low bid of \$4,453,685. The project will allow the sludge (which is a byproduct of the water treatment process) to be thickened, filtered through rolloff containers and hauled to a certified landfill for disposal. Water captured in the process is returned to the head of the plant and is recycled. The project is funded out of various Water/Sewer Certificates of Obligation Bond Funds. *(For more details, see the Surface Water Treatment Plant, under Departments)*



Sanitary Sewer Rehabilitation of the Erin Glen Subdivision and the Emergency Repair of Sanitary Sewer and Storm Pipe on Pasadena Blvd. @ Downing Circle: Started in October 2020, the project consists of pipe bursting 6,000 linear feet of sanitary sewer pipe and rehabilitating manholes in the Erin Glen Subdivision. In addition to this work, we are pipe bursting a 24-inch sanitary line and a 36-inch storm sewer line that was found to be failing during emergency repairs at the Pasadena Blvd. and Downing Circle intersection. The total cost of the project is \$1,124,887 which is funded out of Series 2019 Water/Sewer Certificates of Obligation Funds as well as Series 2005 General Obligation Bond Funds for Streets and Related Drainage.

Wastewater Treatment Plant Expansion – Phase II: This project was split into two phases. Phase 1 of the project was awarded to CSA Construction and completed in February 2017 at cost \$4,998,654. In June 2017, Phase II of the project was award to LEM Construction in the amount of \$13,636,685. Major construction has been completed and Substantial Completion was accepted in early December 2020. (See more information under the Wastewater Treatment Plant Division).

Storm Drainage Projects: These projects are the culmination of repetitive loss structures inundated with flood waters throughout parts of the city. Cobb Fendley was hired to perform engineering services to develop ways to alleviate flooding associated with the 2017 Hurricane Harvey event. In June 2018, the initial agreement focused engineering design services on Heritage Addition and Deer Meadows Subdivisions. Deer Park Manor and Delo-Elaine Subdivisions were added in February 2019. In June 2019, the agreement was amended to also include an analysis of historical repetitive loss areas around the City. In November 2019, Cobb Fendley reported their findings to the City Council. The total cost for the drainage study was \$201,850.



Heritage Addition Drainage Improvements: Cobb Fendley was hired to perform the engineering design services of this project at a cost of \$297,260. This project is part of a series of Hurricane Harvey – Storm Drainage Improvements. The project was awarded to Mar-Con Services in July 2020 at a cost of \$1,989,739. The project includes improvements to the portions of the storm sewer system, replacement of Lincoln Street and construction of a detention pond on property purchased from DPI SD. The City has partnered with Harris County Precinct 2 for a 50% cost share on the project. The City's portion will be funded out of the Capital Improvement Program (CIP) Drainage Funds.

Deer Park Manor & Delo-Elaine Subdivision – Drainage Improvements: This project is part of a series of Hurricane Harvey –Storm Drainage Improvements. Cobb Fendley was hired at a cost of \$207,030 for engineering and design services for this project. The project includes new storm sewer outfall on Kitty Street, new storm sewer, channel and outfall on Luella Avenue, and a new detention pond on Pasadena Blvd. The construction plans have been completed and the project will go out for bids in January 2021. The estimated cost is \$1.3 million. The City has partnered with Harris County Precinct 2 for a 50% cost share on the project. The City's portion will be funded out of the Capital Improvement Program (CIP) Drainage Funds.

Future Projects

Proposed Fire Station #1

Proposed Fire Station #2

2021 Waterline Improvement Project

Street Replacement Project

Drainage Projects:

- College Park – Study Phase
- Intersection of P Street and Center Street Drainage Improvements – Study Phase
- Deer Park Gardens Drainage Improvements – Design Phase
- Boggy Bayou Watershed Improvements – Study & Design Phase

- Parkview West Drainage Improvements – Design Phase.

Assisting with the following Projects

Dow Park Concession Stand: Parks & Recreation Project – the engineering department performed site visits to collect data, assisted with contract documents, project advertising, assisted Carnes Engineering in the planning and design of the project. The project was awarded on 12/01/20.

Spencerview Park Pedestrian Bridge: Parks & Recreation Project – the engineering department performed site visits and performed field surveying and other field work. Worked with Cobb-Fendley in submittals of hydraulic analysis to Harris County Flood Control District (HCFCD). Attended several meetings with Parks & Recreation, Cobb Fendley and HCFCD. The project is still in process and has not gone out for bids at this time. In the future we will be assisting with contract documents, project advertising and inspections.

Theater & Courts Building – East Arch: The engineering department held on-site meetings with Carnes Engineering and the contractor. Put together contract documents, proposal and specifications for the project. Project is nearing completion.



Proposed New EOC: Office of Emergency Management Project – The engineering department was part of the review process for the RFQ's on this project. We are also working with the architect, PGAL, assisting in the review of conceptual drawings. The conceptual design has been completed along with the estimated cost.



Sanitation Division



The Sanitation Division is responsible for the collection and disposal of all residential garbage and heavy trash collection throughout the city. This division maintains the city's transfer station and recycling center. The division is under the supervisor of Tim Alexander and Assistant Supervisor, Paul Pena.

Residential curbside collections takes place on a bi-weekly basis with heavy trash collection happening weekly. The crew also maintains the city depository, which allows for residents of Deer Park to bring their own household trash and heavy trash on Saturdays to dump themselves. This is a very popular amenity available to citizens.



- Over 84 tons of refuse is picked up daily
- Over 4 tons of recyclables is collected daily
- Over 11,000 homes are served twice weekly
- 6 collections trucks serve the City
- 11 laborers, 4 operators and 5 crew leaders
- Total operating budget of \$ 4,373,064.00
- Largest expenses are: \$1.2 million in commercial garbage collection and \$600,000 in landfill cost.

It may surprise you to find out, the Sanitation Division is considered to be a first responder. The division assists in numerous ways during, or immediately after, most emergency events. A first responder is a person with specialized training who is among the first to arrive and provide assistance at the scene of an emergency, such as an accident, natural disaster, or terrorist attack. First responders typically include sanitation workers, paramedics, emergency medical technicians, police officers, firefighters, rescuers, and other trained members of organizations connected with this type of work.

Why, you may ask, are sanitation workers considered first responders? During natural disasters, such as a hurricane, the crew is housed and on standby to assist in clearing debris blocking roadways. Most of the cleanup takes place as the storm is winding down, but occasionally they may have to go out during the height of a storm to keep roads cleared for emergency responders. For natural disasters that come without warning, such as tornadoes and floods, the crew would be expected to report to work immediately to assist with clearing streets and right-of-ways for easy access of emergency workers. It is also important to note that clearing of storm debris is a health and safety necessity.



When you think of “essential workers” you may think of doctors, nurses, and other healthcare workers, but there’s an invisible worker protecting the city during the pandemic. The crew is in constant contact with trash bags and debris, many of which could be contaminated with COVID-19. Think about it, when a



household member or co-worker has COVID, everyone does major deep cleaning by wiping down surfaces with disinfectant wipes, paper towels, etc.; the tissues used to wipe runny noses, block coughs and sneezes; the dirty, contaminated mask and gloves; all of which are disposed of and our sanitation crew has to handle. The

crew is also required to ride with several crew members in the trucks while on trash collection routes, which increases their risk of COVID as well as bringing those risk home with them.

We are proud of the entire crew for taking the COVID risk seriously and taking the proper precautions to ensure their safety as well as their fellow co-workers.



The Centers for Disease Control and Prevention has issued new guidelines to help slow the spread of COVID-19 and keep sanitation workers safe.

If someone in your household is sick, the CDC recommends double bagging your trash before setting it on the curb for collection.

When handling potentially contaminated items such as gloves and facemasks, remember to wear disposable gloves and wash your hands with soap and water for at least 20 seconds after handling trash bags.

Street & Bridge Maintenance



Composed of professional and technically skilled staff, the Public Works Street and Bridge Division manages and maintains public right-of-way infrastructure including streets, bridges, sidewalks, guardrails, trees and vegetation. Our crew works hard every day to respond to customer requests, deliver proactive cost-effective services, plan for future street infrastructure needs and perform preventative maintenance. Routine services such as street sweeping and mowing, pot hole repairs, debris removal, and weed control within the City's street and ditch right-of-ways takes place on a daily basis.

Street & Sidewalk Maintenance

The City has over 110 miles of paved streets. We use various strategies to improve the roadway surface and lifespan of these streets. This scheduled preventative maintenance helps prolong its life by protecting the surface from the effects of aging, cracking, deterioration, and water infiltration. Additionally, prolonging the life of our city streets saves time and taxpayer money by intervening before full reconstruction is needed.



Part of our roadway preventative maintenance includes our annual crack and seal program. Street replacement is a very expensive endeavor, prolonging the life of the street is the best alternative. Though it isn't the most aesthetically pleasing look, the seal marks on pavement and joints are preventing weather and normal wear and tear, from undermining the integrity of the road.

With hundreds of miles of sidewalks within the City, a great deal of time is spent keeping the sidewalks in good, safe conditions. Sidewalk repair and replacement is probably our most requested work order from citizens. When a request for sidewalk work is submitted, the Supervisor or Assistant Supervisor will analyze the area and determine if the sidewalk qualifies for repair or replacement; if so, it is put on a prioritized list.



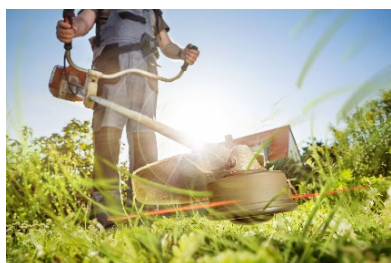
Drainage Maintenance



The division also maintains the city drainage system which consists of city owned ditches over a hundred of miles of drainage pipe and inlets as well as the bridges over the outfall ditches.

No one wants to have flood waters enter their home or business, that is why we take our drainage maintenance very seriously. We routinely clear drainage inlets and ditches of debris to help the flow of rainwater. Drainage ditches are also on a mowing schedule in order to keep vegetation growth under control which often can impeded stormwater.

Mowing



Mowing is the dreaded side effect of summer time and the City is not any different. The Street crew is responsible for mowing and weed eating miles of street & ditch right-of-ways. The City employs summer laborers to assist with mowing in order for our full-time crew members to continue focusing on concrete repairs and drainage maintenance. Mowing and mosquito spraying makes summer a busy time of year for the crew.

Mosquito Control

Another important responsibility of the division is mosquito control. Not only are they a nuisance, they also pose a health risk to the community. Due to mosquito borne illnesses, such as the West Nile Virus and Zika Virus, the City takes mosquito control very seriously. We have four employees that are certified in vector control. The City is divided into four sections and each section gets sprayed weekly during the mosquito season.

Emergency Response

The Street crew is considered to be one of the City's first responders. Before, during and after emergency events, they are responsible for placing barricades to assist, or block traffic during flood events, shelter-in-place, and other emergency situations. They play an important role in keeping the City's infrastructure operational before, during and after emergency events. They are also expected to shelter-in-place at a City facility during hurricanes in order for them to be available immediately following the storm to clear debris from streets.



Fleet Maintenance



It's the things we take for granted that can immobilize a city: Water, sewer, electricity, and sanitation are a few of the things we tend to take for granted. Actually, municipal fleet maintenance is a very necessary and important division that has an overall effect on our City. Consider not only our emergency response vehicles but also all the other fleet vehicles out there. Whether the vehicles are used to repair water lines, sewer lines, lift stations, mow parks, perform drainage maintenance etc., without our fleet being well maintained it would be impossible for the various City departments to perform their duties.

The mission of the Fleet Maintenance Division is to provide high quality, cost effective and sustainable fleet management and maintenance services to our customer departments. The division is responsible for maintaining all city vehicles and large equipment, which includes: garbage trucks, 18-wheel tractor trailers, dump trucks, backhoes, large mowers, police vehicles, city trucks, etc. Keeping our fleet in good operational condition means they will have a longer life span.



This division is considered one of the City's first responders. Though the division is not what you would typically think of as a 1st responder, the crew helps by making sure the 1st responder vehicles & equipment are operational at all times, even during an emergency event.

Facts about the Division:

Fleet's operational budget for the 2019-2020 fiscal year was \$733,269. The division consists of the fleet supervisor, Edwin Garcia, and 5 mechanics, 1 laborer and 1 welder.

- They maintain: 175+ Equipment, both large & small
- 75 City vehicles
- 35+ Heavy equipment
- Over 1,000 work orders completed in 2020



Traffic/Electrical/HVAC Division



This division consists of a five man crew with an operating budget of \$777,057. Their duties include maintaining the 45 traffic signals, numerous traffic and street signs, electrical and HVAC maintenance for all City facilities, including maintenance of generators, electrical pumps and other equipment. This past year they performed over 450 work orders.

The division is overseen by Chris McNeely and Doug Niemeyer. The crew is highly trained and certified with master electrical license, journeyman license, residential and commercial electrical inspector certifications, and International Municipal Signal Association certification.

Facts about the Division:

The responsibilities of this division include:

- Services Electrical and HVAC on 27 City Buildings
- Services lighting at all ballparks & concessions
- Assist with electrical inspections, as needed
- Maintains 45 traffic signals
- Maintains traffic signal timing
- Banner placement over Center Street
- Generator Maintenance
- Repairs & Replacement of numerous traffic signs
- Electrical repairs to pumps & equipment at the Surface Water Treatment Plant, Wastewater Treatment Plant, Lift Stations, Golf Course, light decorating connections and all electrical facilities



Emergency Response



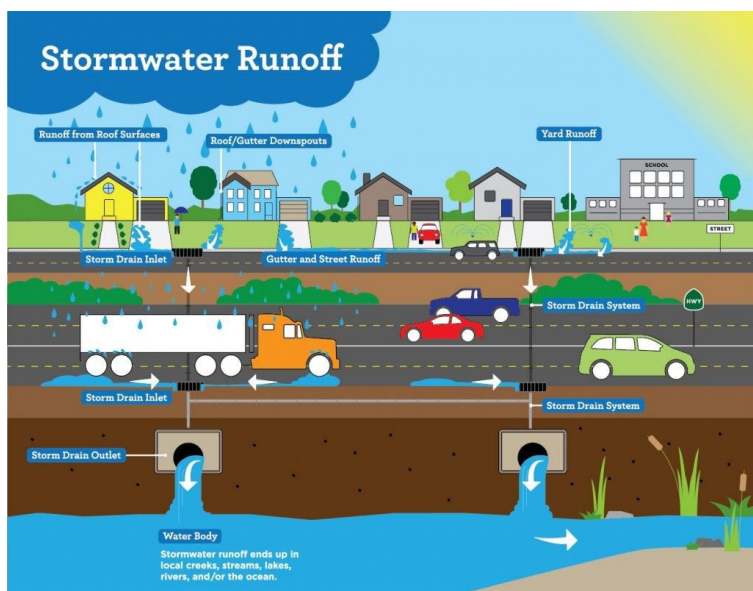
This division carries first responder classification because of the important role they have in keeping the city's infrastructure operating during emergency events. Not only do they assist in clearing roadways of debris, and repairing traffic signals after natural disasters they, more importantly, are on hand to make emergency repairs to generators that operate the water treatment plant, wastewater plant, lift stations and other city facilities which helps keep the city functioning during events or more quickly recover after an event in order to maintain city services to our citizens.

Stormwater Management

Stormwater management is the effort to reduce runoff of rainwater or melted snow into streets, lawns and other sites and the improvement of water quality, according to the United States Environmental Protection Agency (EPA).

When stormwater is absorbed into the soil, it is filtered and ultimately replenishes aquifers or flows into streams and rivers. However, when heavy rainwater hits, ground saturated by water creates excess moisture that runs across the surface and into the storm sewers and road ditches. This water often carries debris, chemicals, bacteria, eroded soil, and other pollutants, and carries them into streams, rivers, lakes or wetlands.

In urban and developed areas, impervious surfaces such as pavement and roofs prevent precipitation from naturally soaking into the ground. Instead, water runs rapidly into storm drains, sewer systems and drainage ditches and can cause flooding, erosion, turbidity (or muddiness), storm and sanitary sewer system overflow, and infrastructure damage. However, stormwater design and “green infrastructure” capture and reuse stormwater to maintain or restore natural hydrology’s.



Detaining stormwater and removing pollutants is the primary purpose of stormwater management. Pervious Surfaces that are porous and allow rainfall and snowmelt to soak into the soil, Gray infrastructure, such as culverts, gutters, storm sewers, conventional piped drainage, and Blue/Green infrastructure that protect, restore, or mimic the natural water cycle, all play a part in stormwater management.

Deer Park’s Stormwater Division is responsible for administering the City’s Stormwater Management Program

(SWMP). The goal of the program is to implement city-wide practices that improve the quality of stormwater runoff before it enters the drainage system and other downstream waterways. The SWMP is State and Federally mandated under the Clean Water Act, which requires municipalities to obtain a permit through the Texas Commission on Environmental Quality.

The operating budget for the Stormwater Division was \$594,299 during the 2019 / 2020 fiscal year. The Stormwater Fund is a considered an Enterprise Fund which means it funds itself through the collection of commercial and stormwater fees.

Water & Wastewater Maintenance

This division's responsibility is to maintain the numerous miles of water and sewer lines throughout the city as well as all sanitary sewer manholes and lift stations. The crew is on call 24/7 to assist citizens and businesses with any issues that may arise. The total operating budget during the 2019 / 2020 fiscal year was \$2,103,348.

The crew is overseen by Supervisor Tom Fuller, Assistant Supervisor Armando Diaz and Crew Leader Polo Guizar, and employs three maintenance technicians, six equipment operators and three laborers.

Underground utility work can be very dangerous. There is the constant danger of hitting gas and other utility lines when performing underground work, as well as the risk of cave-ins when working in deep holes to make repairs. However, there is an added danger for the crew when working around human waste and biological hazards, especially this past year with COVID-19. When sewer lines bust, manholes overflow, or lift stations need repairs, the crew is exposed to sewer waste. Although every precaution is made, they still run the risk of exposure to harmful gases, infections and other health-related issues, with the greatest risk being Hepatitis. The crew prides themselves in performing their work as safely and efficiently as possible.

Emergency Response

The Water/Wastewater crew is considered to be one of the City's first responders. Before, during and after emergency events, they are responsible for keeping our lift stations operational and assisting the Surface Water Treatment Plant and Wastewater Treatment Plant when necessary. The crew is also used to clear debris from roadways immediately after any storm event. They are to shelter-in-place at a City facility during hurricanes in order for them to be available immediately following the storm to repair lift stations, busted water mains, sewer lines and clear debris from streets.



Water Maintenance



Once the treated water leaves the Surface Water Treatment Plant, this department is responsible for the daily maintenance of the entire water distribution system, which consists of approximately 150 miles of water line. Other responsibilities include replacement and repairs to water meters, repair of water main breaks and leaks, flushing of fire hydrants for water quality purposes, exercising numerous water valves to keep them in good operational order and response to citizen and business owner service calls. During summer months we employ part-time laborers to assist with our ongoing fire hydrant painting program.

This past year we had close to 500, water related, work orders processed, which includes meter leaks, water leaks, water main breaks, curb stop replacements, meter installations, etc.

Close to \$6 million dollars of the City's Water & Sewer Capital Improvement Plan has gone toward water line improvements without the City.

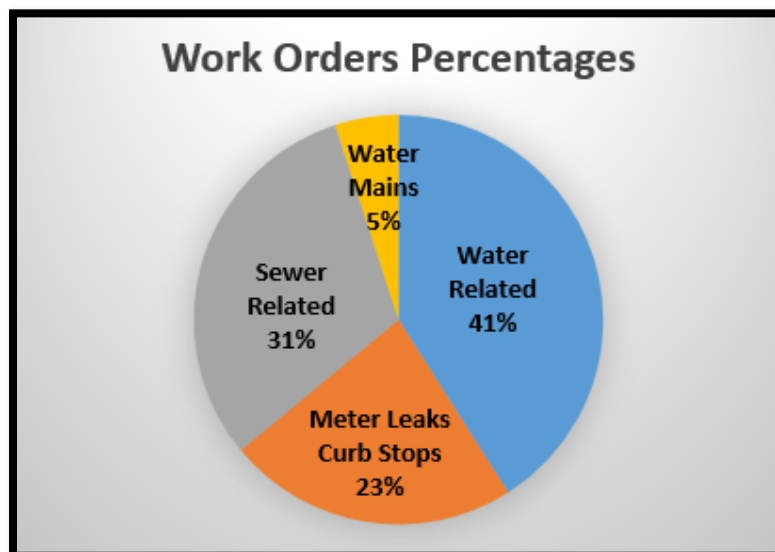
Wastewater Maintenance



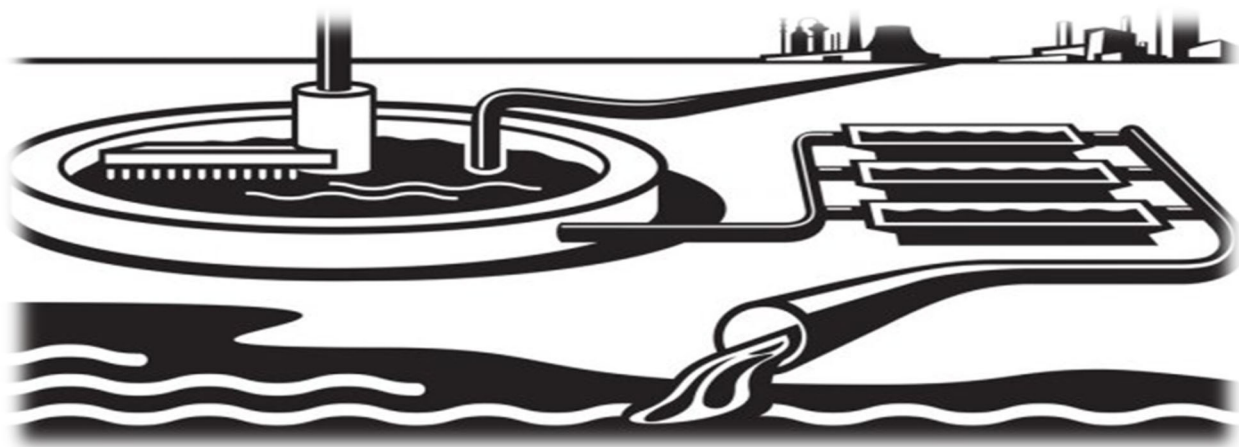
Keeping our sanitary sewer systems flowing and functioning correctly is a full time job. Sanitary sewer collection and conveyance systems are a valuable and complex part of the City's infrastructure as well as a huge investment for the City. The City invested close to \$15.5-million of the 10-Year Water & Wastewater Capital Improvement Plan for sanitary sewer and manhole rehab projects.

Wastewater (sewer) maintenance involves maintaining over 150 miles of sanitary sewer lines throughout the city, numerous sanitary manholes and lift stations. The whole goal, is to get the city's wastewater to the treatment plant for processing.

Grease from households and businesses are the largest culprit to backup and/or overflowing sewers. We routinely get the word out to fight F.O.G. which stands for Fats, Oils, and Greases.



Wastewater Treatment Plant



On the previous page, we discussed the sanitary sewer conveyance system which is a network of over 150 miles of sanitary sewer lines, manholes and lift stations that carry the City's wastewater to the Wastewater Treatment Plant (WWTP) for processing. Homes, schools, and businesses generate domestic wastewater which includes, waste from toilets, baths, showers, and sinks that drain into sewers. The wastewater treatment plant cleans this water before releasing it back to the environment. The treatment process is regulated by the Texas Commission on Environmental Quality (TCEQ).

Our Wastewater Treatment Plant is overseen by Supervisor Greg Holleman, who has worked at the plant for 35 years. His staff consists of a crew leader/"B" Operator, "C" Operator, Lab Technician and Maintenance Technician. Together they keep the plant operating smoothly to keep our environment safe and healthy and to maintain compliance with the TCEQ. Our facility, on average, treats 3.2 million gallons daily.



\$20-million of the 10-Year Water & Sewer Capital Improvement Plan was allocated to the expansion of the Wastewater Treatment Plant. The expansion took place in two phases, the design of which, began in 2013. CDM Smith, Inc. was hired to perform the design of both phases of the expansion. The total engineering/design fees, for both phases, was \$4,065,244. Phase 1 of construction started in 2015 and was performed by CSA Construction at a cost of \$4,998,654. Phase 2 started in 2017 and was awarded LEM Construction in the amount of \$13,449,953.

Emergency Response



When President Bush recognized Public Works as a first responder, he understood the importance of keeping the infrastructure operational during and after emergency events. The WWTP is in this category because of the importance of keeping the city's sanitary sewer conveyance and treatment system operational at all times. Loss of our sanitary systems could mean sewer backups and overflows into homes, businesses, streets, etc., which is a major health and safety concern. During emergency events, the WWTP is manned 24/7 to monitor and manage the system.

Aerial view from 2015 before the expansion project



Aerial view from 2020 towards the end of the expansion project



Surface Water Treatment Plant

We all take for granted that each time we turn on a faucet we will receive crystal clean water used to drink, cook and bathe, and lot of work goes into achieving that crystal clean water. The City of Deer Park owns and operates a surface water treatment plant with an in-house laboratory. The City purchases raw, untreated water from the City of Houston. We receive our water from the Trinity River, via the Coastal Water Authority. The “raw” or river water is delivered to the City of Deer Park via large pipelines to the treatment plant. This Department operates the treatment plant, 3 elevated water storage tanks, ground storage tanks, and 3 ground water well sites and pumping stations. The plant treats 1.5 billion gallons of water a year.



The water plant uses a multiple barrier approach to drinking water treatment. This means that the treatment system has been designed to reduce and eliminate contaminants to levels that have been established by the state and federal government. Regular water samples are pulled city-wide and tested in our lab to ensure compliance with TCEQ.



One of the unique features of Deer Park's Water Treatment Plant is the state-certified laboratory operated by the Public Works Department staff. Deer Park is one of the few small cities in Texas to operate such a facility.

The water plant operation is overseen by Supervisor Nicholas Cook, and Assistant Supervisor Matt Noland. The staff includes a lab technician, maintenance tech, and 6 operators. The 2019 / 2020 fiscal year operating budget for the water plant \$4,465,002.

\$8.7-million of the 10-Year Water & Sewer Capital Improvement Plan was allocated for projects related to the water treatment plant, remote well sites, and water storage tanks. These projects included:

- Avon Street, Elevated Water Storage Tank Rehab
- Coy Street, Elevated Water Storage Tank Rehab
- Coy Street Water Storage Tank Rehab (Ground)
- Pasadena Blvd., Elevated Water Storage Tank Rehab
- Pasadena Blvd., Water Storage Tank Rehab (Ground)
- P Street Water Storage Tank Rehab
- Surface Water Treatment Plant Transfer Switch
- New Water Treatment Plant Maintenance Facility
- Surface Water Treatment Plant SCADA Software Upgrade
- PAX & Nitrification Project
- Surface Water Treatment Plant Solids Handling Improvements
- Clearwell Transfer Pump and Disinfection Improvements



Emergency Response



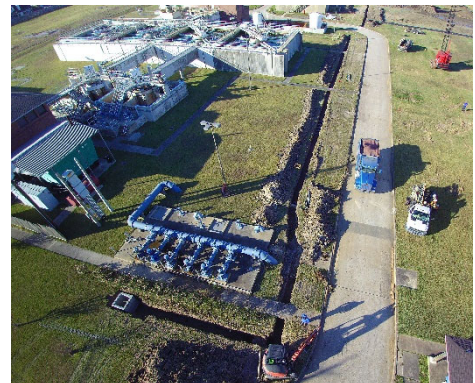
After our recent winter storm and boil water notice, it is no surprise that the treatment of potable water is an extremely important service the City supplies to the Citizens of Deer Park. The water plant is in operation 24/7, including during emergency events, to ensure the water system doesn't fail. Keeping water services available is a vital health requirement for our residents which we take very seriously.

Solids Handling Improvement Project



Our largest project that started in 2020, was the Solids Handling Improvement Project. The Ardurra Group was hired to prepare the design, engineering plans and specifications for this project that would allow the sludge to be thickened and caught prior to going to the lagoons. The cost for these services is \$495,390. The project was awarded to CSA Construction at a cost of \$4,453,685 and is funded out of Water & Sewer Certificate of Obligation Bonds and is part of the 10-Year Capital Improvement Plan.

The improvements will allow the plant to reuse some of the water it loses through backwash water and desludging the clarifiers and entails the construction of several new facilities at the Surface Water Treatment Plant. Behind the existing holding basin, a sludge thickener will be constructed. The sludge produced by the clarifiers is too thin for any of the sludge removal processes without first being thickened. This basin will be like a clarifier where the sludge will be routed there and excess water allowed to decant off the top of the structure and collected for return water. A polymer addition system will also be built. When the sludge gets high enough in the thickener, the operator will turn on the pumps to remove the sludge. It will be injected in the line with a polymer and



be discharged into a series of dewatering boxes. This will allow the sludge to be caught. Water removed from the sludge in this gravity fed dewatering plan will be captured in a lift station where it can be returned to the head of plant either by way of a lagoon or through the holding basin directly. This project also makes changes to the holding basin, opening the five chambers to each other, controlled by a valve. This project will allow the sludge to be captured prior to going to the lagoons. It will then be removed from the site by being hauled to the landfill.



Surface Water Treatment Plant Data:

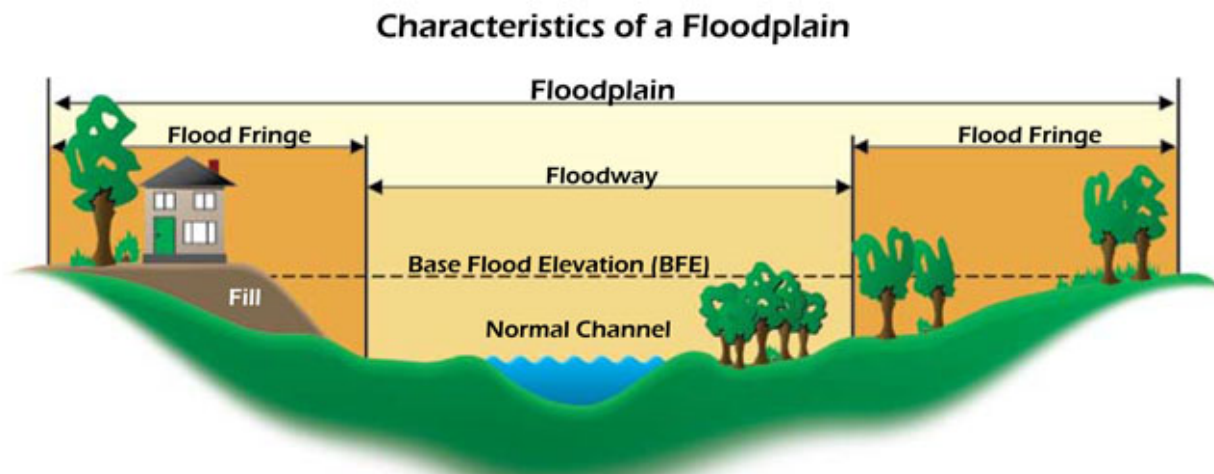
- 1,489,354,000 gallons of raw water was treated.
- 1,422,176,000 gallons of water were distributed throughout our water distribution system.
- 95.5% of raw water was produced into drinkable water.
- Other uses of the water include loss in backwashing, evaporation, and sludge removal from the clarifiers.
- The average water sent out every day is 3,885,234 gallons.
- Our highest production month in 2020 was July at 136,806,000 gallons.
- Our lowest production month in 2020 was in February at 104,895,000 gallons.
- Staff collected over 360 routine bacteriological samples. We had ZERO samples found to have total coliform or E. coli. Additional samples were collected for special circumstances or for construction samples for new waterline pipe installation.
- Staff collected, with the help of the Water & Wastewater Maintenance crew, 770 chlorine residuals in the distribution system (people's homes) where we had a range of 0.5 mg/L to 3.86 mg/L.

Floodplain Management

Floodplain Management is a community-based effort to prevent or reduce the risk of flooding, resulting in a more resilient community. The floodplain management program was created to manage Deer Park's flood hazards. This division manages all development in the floodplain by reviewing plans, issuing permits, monitoring, and inspecting construction activities required by the City of Deer Park.

Part of the floodplain management program includes participation in the National Flood Insurance Program (NFIP) Community Rating System (CRS). The CRS is a voluntary incentive program that recognizes and encourages floodplain practices that exceed the minimum requirements of the NFIP. In CRS communities, like Deer Park, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community's efforts that address the three goals of the program, which are:

1. Reduce and avoid flood damage to insurable property
2. Strengthen and support the insurance aspects of the NFIP
3. Foster comprehensive floodplain management



Leadership



Mayor: Jerry Mouton, Jr.



Council Position 1
Sherry Garrison



Council Position 4
Bill Patterson



Council Position 2
T.J. Haight



Council Position 5
Ron Martin



Council Position 3
Tommy Ginn



Council Position 6
Rae A. Sinor



City Manager
Jay Stokes



Assistant City Manager
Gary Jackson



Legislation Details (With Text)

File #: PRE 21-017 **Version:** 1 **Name:**
Type: Presentation **Status:** Agenda Ready
File created: 4/16/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Presentation to Bill Philibert, Director of Human Resources, for his service as Chairman of the Texas Municipal Retirement System (TMRS) Board of Directors for 2019-2020.
Sponsors:
Indexes:
Code sections:
Attachments: [Philibert Presentation Justified](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Presentation to Bill Philibert, Director of Human Resources, for his service as Chairman of the Texas Municipal Retirement System (TMRS) Board of Directors for 2019-2020.

Summary:

Mr. Bill Philibert, the City of Deer Park's Director of Human Resources, has served on the Board of Directors of the Texas Municipal Retirement System (TMRS) since 2013. He served as Board Vice-Chair (2016-2018) and was elected Board Chair unanimously in 2019 and 2020.

At its March 25, 2021, meeting the TMRS Board of Directors passed a resolution recognizing Mr. Philibert's accomplishments as TMRS' Board Chair. The resolution is attached.

It was noted by the Board that Mr. Philibert's Chair tenure was one of the most successful in TMRS history. During his two years as Board Chair, Mr. Philibert led the Board in accomplishing:

- The successful search for a new Executive Director, only the fifth such search in TMRS's 73-year history and ensured a smooth and seamless leadership transition;
- The initiation of the process to relocate TMRS' headquarter building;
- The approval of the Pension Administration System Modernization Program;
- The introduction of important legislative initiatives, including the passage of Senate Bill 1337 and the legislation to update TMRS' Return-to-Work policy;
- The adoption of updated TMRS Investment Beliefs and improvements to the Investment Policy Statement;
- The creation of a City Services Department to improve TMRS' support of and service to its participating cities;

- The effort to rebrand TMRS, creating a new logo and updating the look and feel of the organization's communications and website;
- The creation of an information dashboard to make key organization metrics readily accessible to Trustees; and
- The updating of TMRS' Board rules and policies.

The Board further resolved that:

- Mr. Philibert faithfully fulfilled his fiduciary obligations to TMRS in support of its Members, retirees, beneficiaries, participating cities, and employees; and
- Mr. Philibert represented TMRS with dignity, distinction, and humor.

Fiscal/Budgetary Impact: N/A

Recognize Bill Philibert's accomplishments as Chairman of the Texas Municipal Retirement System (TMRS) for 2019-2020.

Resolution

Whereas, Bill Philibert served as TMRS Board Chair in 2019 and 2020; and

Whereas, Mr. Philibert’s Chair tenure was one of the most successful in TMRS history; and

Whereas, during his two years as Board Chair, Mr. Philibert led the Board in accomplishing:

- The successful search for a new Executive Director, only the fifth such search in TMRS’s 73-year history and ensured a smooth and seamless leadership transition;
- The initiation of the process to relocate TMRS’ headquarter building;
- The approval of the Pension Administration System Modernization Program;
- The introduction of important legislative initiatives, including the passage of Senate Bill 1337 and the legislation to update TMRS’ Return-to-Work policy;
- The adoption of updated TMRS Investment Beliefs and improvements to the Investment Policy Statement;
- The creation of a City Services Department to improve TMRS’ support of and service to its participating cities;
- The effort to rebrand TMRS, creating a new logo and updating the look and feel of the organization’s communications and website;
- The creation of an information dashboard to make key organization metrics readily accessible to Trustees; and
- The updating of TMRS’ Board rules and policies; and

Whereas, Mr. Philibert faithfully fulfilled his fiduciary obligations to TMRS in support of its Members, retirees, beneficiaries, participating cities, and employees; and

Whereas, Mr. Philibert represented TMRS with dignity, distinction, and humor;

Now, Therefore, Be It Resolved by the Board of Trustees of the Texas Municipal Retirement System that we express our thanks and gratitude to our colleague Bill Philibert for his exemplary service as our Board Chair.

David Landis
Chair

Anali Alanis
Trustee

Juan Diego Huizar
Trustee

Jesús A. Garza
Trustee

Bob Scott
Trustee

David Wescoe
Executive Director



Legislation Details (With Text)

File #: PRE 21-016 **Version:** 1 **Name:**
Type: Presentation **Status:** Agenda Ready
File created: 4/14/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Recognition of employees of the First Quarter for Field and Support.
Sponsors: Human Resources
Indexes:
Code sections:
Attachments: [Jose Cossio](#)
[Hannah Edwards](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Recognition of employees of the First Quarter for Field and Support.

Summary:

The committee met for the first quarter of 2021 and chose 2 employees for the field and support award.

Field Award- Jose Cossio

Support Award- Hannah Edwards

Fiscal/Budgetary Impact:

Service Awards were budget in the FY 2020-2021 Budget.

Applause

EMPLOYEE OF THE QUARTER

NOMINATION FORM

Instructions: Please complete each of the below fields to explain how the employee demonstrates the exemplary performance of both an Employee of the Quarter nominee and an Employee of the Year candidate. Additional information regarding the nomination may be attached to a *completed* nomination form, as needed.

Employee Name	Department	Field Service or Support Staff?

1. **Customer Service** - Please explain how the nominee provides a high level of service to internal customers (employees) and/or citizens.
2. **Responsibility** - Please explain how the nominee takes responsibility for attitude, actions, resources, duties, communications and results.
3. **Innovation** - Please explain how the nominee looks for opportunities to do the job better, learns from setbacks, thinks outside of the box, demonstrates willingness to try a new approach and shows openness to ideas from others.
4. **Teamwork** - Please explain how the nominee cooperates with others, focuses on common goals, understands his or her role and responsibilities, achieves end results over personal agendas and participates as part of a team.
5. **Initiative** - Please explain how the nominee takes the lead, goes above and beyond what is expected, takes calculated risks, pro-actively improves skills, and is a self-starter.
6. **Excellence / Quality** - Please explain how the nominee strives to get duties right the first time, how pride is demonstrated in work product and service, gives citizens the impression their tax dollars are well spent, is not satisfied by being average, and evaluates the quality of their work product and the satisfaction of their customers.

Submitted By	Date	Supervisor/Director Signature

Human Resources Use Only			
Received "meets expectations" or higher for each category on last performance review?	YES	NO	
Received written discipline in the past 12 months?	YES	NO	
Years of Service:	Won employee of the year last year?	YES	NO

EMPLOYEE OF THE QUARTER

NOMINATION FORM

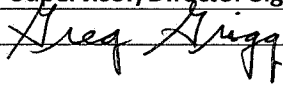
Instructions: Please complete each of the below fields to explain how the employee demonstrates the exemplary performance of both an Employee of the Quarter nominee and an Employee of the Year candidate. Additional information regarding the nomination may be attached to a *completed* nomination form, as needed.

Employee Name	Department	Field Service or Support Staff?
Hannah Edwards	Police Dispatch	Support Staff

1. **Customer Service** - Please explain how the nominee provides a high level of service to internal customers (employees) and/or citizens.

Please see attached.

2. **Responsibility** - Please explain how the nominee takes responsibility for attitude, actions, resources, duties, communications and results.
3. **Innovation** - Please explain how the nominee looks for opportunities to do the job better, learns from setbacks, thinks outside of the box, demonstrates willingness to try a new approach and shows openness to ideas from others.
4. **Teamwork** - Please explain how the nominee cooperates with others, focuses on common goals, understands his or her role and responsibilities, achieves end results over personal agendas and participates as part of a team.
5. **Initiative** - Please explain how the nominee takes the lead, goes above and beyond what is expected, takes calculated risks, pro-actively improves skills, and is a self-starter.
6. **Excellence / Quality** - Please explain how the nominee strives to get duties right the first time, how pride is demonstrated in work product and service, gives citizens the impression their tax dollars are well spent, is not satisfied by being average, and evaluates the quality of their work product and the satisfaction of their customers.

Submitted By	Date	Supervisor/Director Signature
Kellie Bass	02/23/21	

Human Resources Use Only	
Received "meets expectations" or higher for each category on last performance review?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Received written discipline in the past 12 months?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Years of Service:	Won employee of the year last year? <input type="checkbox"/> YES <input type="checkbox"/> NO

Hannah is a 7-year employee with the Police Department's Communications Unit. She has worked on the busiest shift with the most officers and often with the most rookie employees for the duration of her tenure. She is consistently one of the most punctual members of the unit, often arriving 30 minutes or more early, assisting with exceptional call volume as needed and without being asked to do so. She budgets vacation, comp and sick leave carefully, rarely asks for last minute time off accommodations and is flexible when working out time off with shift partners. She often tells the supervisor she can be called in if needed, even when she has time off scheduled, to assist with overtime, schedule shortfalls and exigent circumstances.

Hannah accepts added assignments with little complaint. She has maintained pipeline materials and emergency response plans at the direction of the supervisor and voluntarily asks to pull CALEA proofs each year, which assists with the amount of work the supervisor can delegate to others. Hannah is willing to be delegated acting supervisor tasks and train, despite not actively seeking to mentor for supervision.

Hannah remains calm during emergencies and exigent circumstances. She does not act out loudly when angered or stressed. She sees herself as a mentor to new employees and generally maintains a laid-back attitude despite the stressful nature of her job. Hannah was commended on three separate occasions in January and February:

- A citizen called to speak to the Communications Supervisor about Hannah's handling of an EMS call. Hannah was commended remaining calm when the caller was upset by a family member's sudden onset medical issue, for sending an officer to check welfare when the caller cancelled EMS at the patient's request, and for ultimately reassuring the caller that EMS may be needed when the caller was uncertain about re-sending EMS to evaluate the patient's condition. Hannah's following of procedure by sending an officer, re-assuring an uncertain caller, and sending resources when the caller and patient were uncertain, helped to successfully resolve a citizen's medical issue.
- Hannah's shift received a teletype from a local law enforcement agency requesting assistance with locating suspect information and a missing or abducted female. The teletype had limited information available including the age of the victim, a suspect's first name and limited vehicle information. Hannah and her peers determined the circumstances in the teletype vaguely resembled a missing juvenile case occurring recently in Deer Park. The teletype was forwarded to detectives who determined that the suspect from the teletype was the same suspect involved in the Deer Park case. The neighboring agency was able to compile missing suspect information from our case files. While the female from their case had already been recovered, the suspect information was valuable to the other agency's investigation and to Deer Park's case. Had the female still been missing, the information linked to our case from the teletype could have played a critical part in locating a victim. Hannah's diligence in checking local records against the information in the teletype proved helpful to both agencies and could have proved critical to locating the victim.
- Hannah and her peers were commended by a citizen on social media for assisting with locating a missing person. Citizens who received frantic calls from a friend who was in trouble responded to the police department to pick up the friend, only to discover the friend was not at the police department. Hannah assisted with determining the actual location of the friend who continued to call and insist that she was at the police department. Hannah and her peers were able to assist the citizen with locating her friend with altered mental status and determining that she was safe.

*Approved for consideration, Greg King 2-24-21
Police Chief*



Legislation Details (With Text)

File #: JPH 21-002 **Version:** 1 **Name:**
Type: Joint Public Hearing **Status:** Agenda Ready
File created: 4/13/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Joint Public Hearing on the request of FGI Investments No. 5 LLC and Representative Les Bird to rezone Lot 10 Block 8 Spencer View Terrace (7438 Evie Lane) from Single Family 1 (SF1) to Community Service (CS).
Sponsors: City Secretary's Office
Indexes:
Code sections:
Attachments: [FGI Investment](#)
[PZ JPH 042021 FGI Invetments](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Joint Public Hearing on the request of FGI Investments No. 5 LLC and Representative Les Bird to rezone Lot 10 Block 8 Spencer View Terrace (7438 Evie Lane) from Single Family 1 (SF1) to Community Service (CS).

Summary:

The Planning and Zoning Commission conducted a public hearing on March 1, 2021 to hear testimony for and against the FGI Investments No. 5 LLC rezone request. Based upon testimony, the recommendation of the Planning and Zoning Commission is the request be approved.

Fiscal/Budgetary Impact:

None

Hear comments for or against the request

January 26, 2021

City of Deer Park
Planning and Zoning Commission
610 E San Augustine Street
Deer Park, TX 77536

re: Letter of Intent requesting to rezone the property at 7438 Evie Lane, Deer Park, TX.

Dear Commission Members,

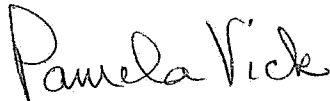
We purchased the property at 7438 Evie Lane on October 24, 2016 from Scot and Rhonda Lowe as an investment property. Scot Lowe's business has occupied the building since he purchased it in December 1999, first as Land Surveying and now as LJA Surveying.

Harris County Appraisal District has the property listed as commercial property, however it is my understanding that it is actually zoned (RS1) residential. We would like to request that it be rezoned to Community Service.

By rezoning to Community Service the property would be brought into conformity with the City blocks on Center Street that extend from Aljean Ln. to Stephanie Dr. (see GIS printout) and would accurately reflect the actual use of the property.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in black ink that reads "Pamela Vick". The signature is written in a cursive, flowing style.

Pamela Vick , Manager

FGI Investments No. 5, LLC

CITY OF DEER PARK

ReZoning



LN- 000170 -2021

PERMIT #: LN- 000170 -2021

PROJECT:

ISSUED DATE: January 27, 2021

EXPIRATION DATE: January 27, 2022

PROJECT ADDRESS: 7438 EVIE LN

OWNER NAME: Fgi Investments No 5 Llc

CONTRACTOR:

ADDRESS: 1911 Pepper Hill Way

ADDRESS:

CITY: Houston

CITY:

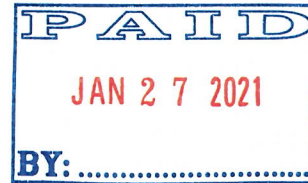
STATE: TX

STATE:

ZIP: 77058

ZIP:

PHONE:



PROJECT DETAILS

PROPOSED USE: *SP1*
DESCRIPTION: Rezoning From *SP1* To Community Service

SQ FT: 0
VALUATION: \$ 0.00

PERMIT FEES

TOTAL FEES: \$ 1,000.00 PAID: \$ 1,000.00 BALANCE: \$ 0.00

ALL PERMITS MUST BE POSTED ON THE JOBSITE AND VISIBLE FROM THE STREET

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 1 YEAR AT ANY TIME AFTER WORK IS STARTED. ALL PERMITS ARE SUBJECT TO THE FOLLOWING:

- ALL WORK MUST COMPLY WITH THE BUILDING, ELECTRICAL, PLUMBING, AND MECHANICAL CODES ADOPTED BY THE CITY OF DEER PARK AT THE TIME THE PERMIT IS ISSUED.
- IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO COMPLY WITH ALL STATE & FEDERAL DISABILITY REQUIREMENTS
- ENCROACHMENTS OF EASEMENTS AND RIGHT-OF-WAYS ARE NOT ALLOWED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS, LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.


SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT


DATE


APPROVED BY


DATE

TO SCHEDULE NEXT DAY INSPECTIONS CALL BY 4PM 281-478-7270
ALL REINSPECTIONS ARE SUBJECT TO A \$45.00 REINSPECTION FEE

You can request a morning or afternoon inspection and we will do our best to accommodate you but there are no guarantees, it will depend on the volume of inspections scheduled that day.

710 E San Augustine Deer Park, TX 77536 Fax 281-478-0394
www.deerparktx.gov/publicworks



Douglas Cox, Chairman
Stan Garrett, Vice Chairman
Danielle Wendeburg, Commissioner
Ray Balusek, Commissioner
Don Tippit, Commissioner

710 E. San Augustine • P. O. Box 700 • Deer Park, Texas 77536 • (281) 479-2394 • Fax: (281) 478-7217

PLANNING & ZONING COMMISSION

March 2, 2021

Honorable Mayor and City Council
City of Deer Park
P. O. Box 700
Deer Park, Texas 77536

Honorable Mayor and Council:

On March 1, 2021 the Planning and Zoning Commission met for a public hearing to consider the request of FGI Investments No. 5 LLC and Representative Les Bird for the proposed rezone of Lot 10 Block 8 Spencer View Terrace (7438 Evie Lane) from Single Family 1 (SF1) to Community Service (CS).

As a result of the hearing, the Planning and Zoning Commission would like to recommend the request be granted.

Respectfully submitted,

/s/ Douglas Cox
Chairman
Planning and Zoning Commission



7438 Evie Ln.
Rezone Request

Zoning: Community Service

Code CS

Zoom to

**Application for Amendment
to the
City of Deer Park, Texas Zoning Ordinance**

To: City of Deer Park
Planning & Zoning Commission

Date Submitted: _____

(I and/or We) FGI INVESTMENTS No 5, LLC hereby make application for an amendment to the City of Deer Park Zoning Ordinance on the following described property (legal description):

LOT 10, BLOCK 8

SPENCER VIEW TERRACE

ADDRESS: 1438 EYIE LN

DEER PARK, TX 77536

Currently zoned as RS1 Request to be zoned to COMMUNITY SERVICE

Deed Restrictions on the above described property are as follows:

NONE NOTED ON DEED.

(I and/or We) FGI INVESTMENTS No 5, LLC have paid the application fee of \$1,000.00 to the City of Deer Park City Secretary and a copy of the receipt is attached.

1/26/20

Date

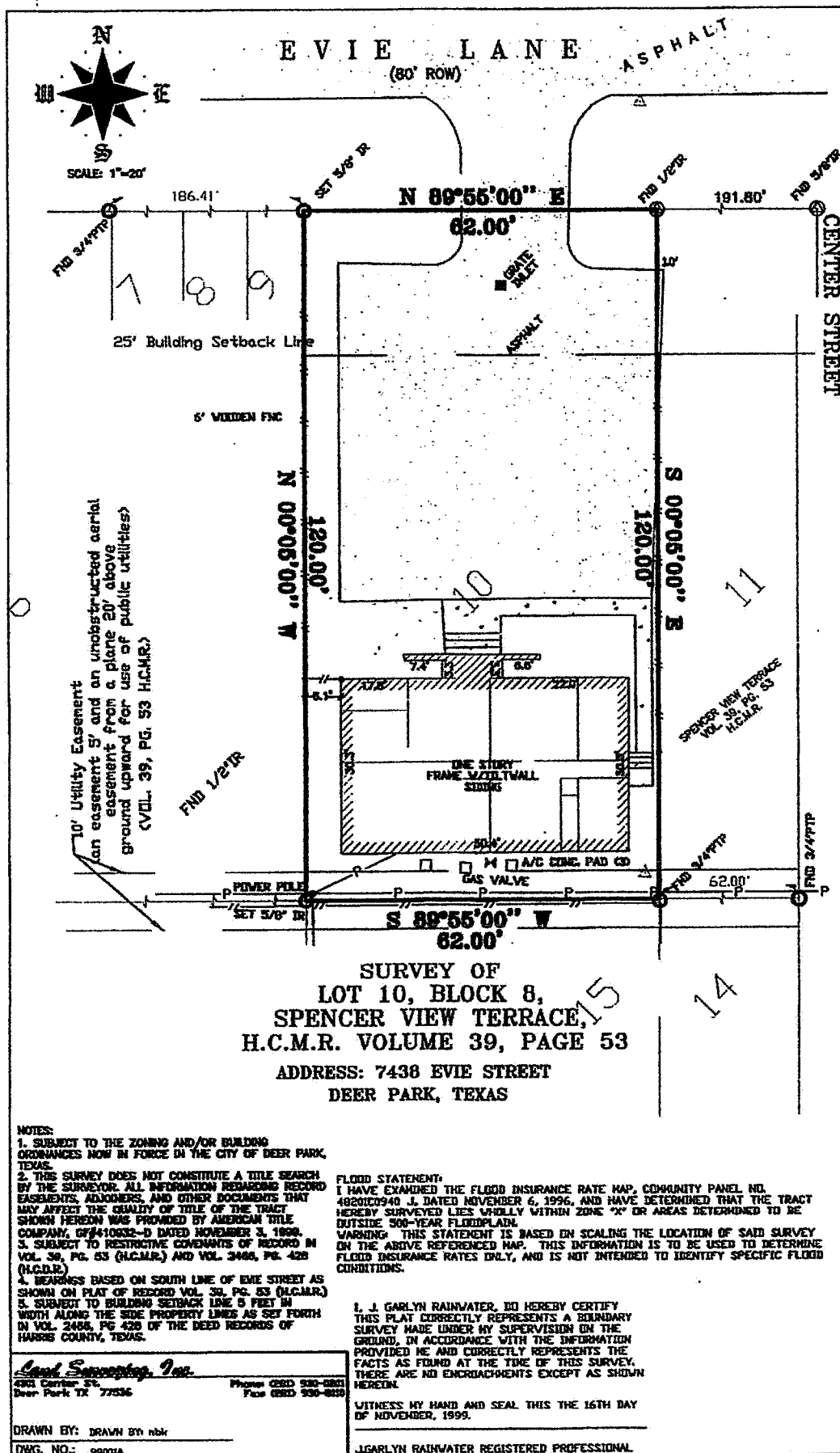
Les Bird

Owner's Designated Representative (if any)

Pamela Vick

Property Owner's Signature

Other Representative (if any)



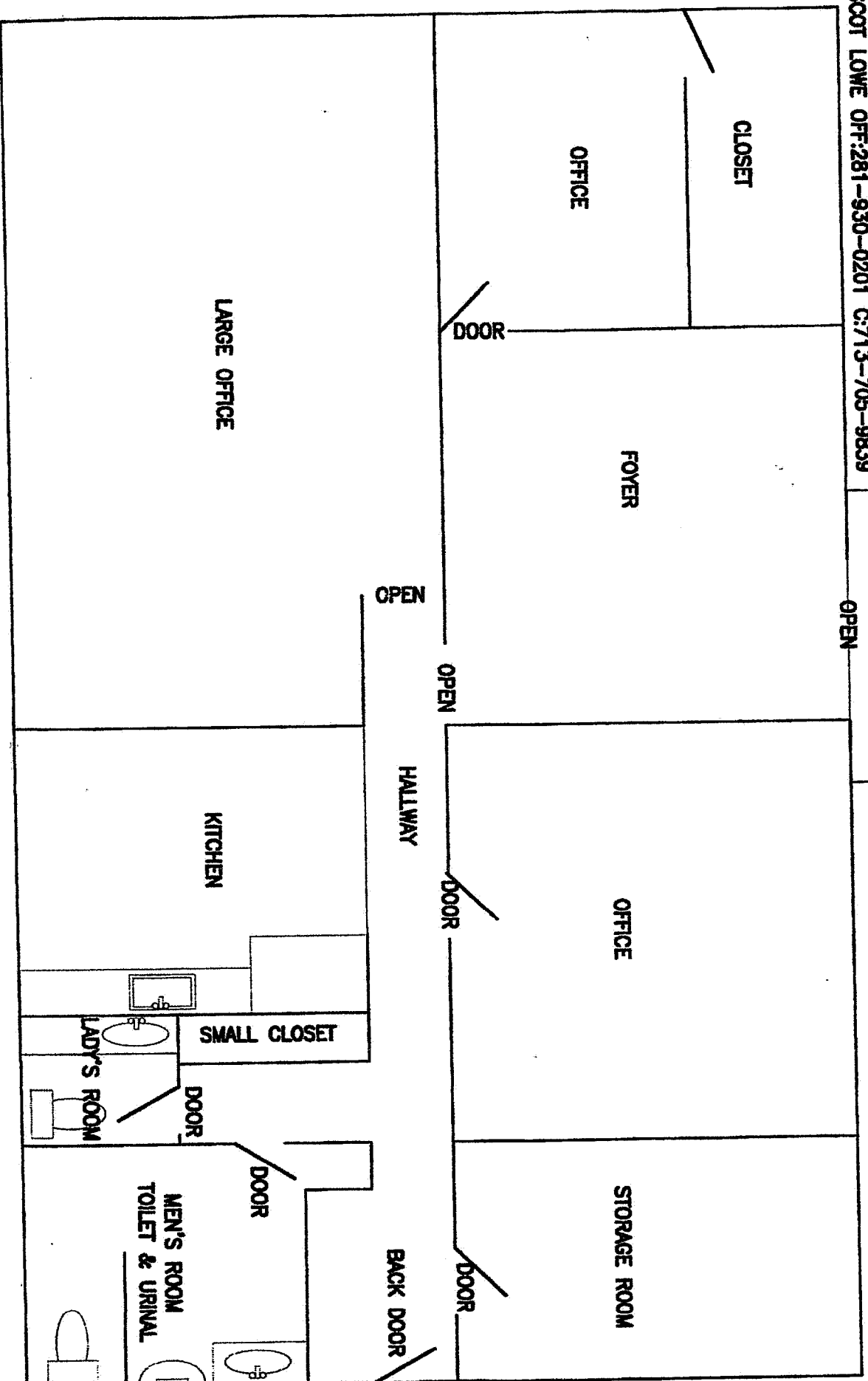
LJA ENGINEERING, INC.
7438 EME LANE
DEER PARK, TX 77538
SCOT LOWE OFF:281-930-0201 C:713-705-9839

ENTRY DOOR

ENTRY

1,540 SQ. FT TOTAL

SCALE: 1"=5'



American Title Company of Houston
2000 Bering Dr, Suite 1000
Houston, TX 77057
Phone: 713-965-9777

November 28, 2016

FGI Investments No. 5, LLC
7438 Evie Lane
Deer Park, TX 77536

Re: GF Number: 1229-16-1884
Closer: Leslie Hairston

Dear Policyholder:

Enclosed is your Owner's Title Policy in connection with your recent property transaction. Please place this policy together with the original recorded Deed in a safe place with your other important papers.

A permanent file has been established on your property, and we will continue to provide future service with commitment and excellence. If you decide to sell or refinance your property, please contact us for prompt service of your title needs.

If taxes for the current year were not paid at closing, it is your responsibility to pay them in full at the end of the year. You should render the taxes in your name and send the change request form to the appropriate County Appraisal District as soon as possible. Please contact the Central Appraisal District immediately and request the necessary documentation needed for filing any exemption(s) on your property, i.e., over 65-years-of-age, homestead, etc...

Thank you for your business. We hope that we may be of further service in the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'JP Farmer', is written above the printed name.

Jerri P Farmer
Policy Department Manager



FORM T-1 OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
 - (d) Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or materials having its inception on or before Date of Policy.
3. Lack of good and indefeasible Title.
4. No right of access to and from the Land.

Covered Risks continued on next page.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Countersigned by:

Authorized Countersignature

American Title Company of Houston
Company Name

2000 Bering Drive
Suite 1000
Houston, TX 77057
City, State



Matt Morris
President and CEO

Denise Carraux
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

COVERED RISKS (continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions or location of any improvement erected on the Land;
 - (c) subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
 9. Title being vested other than as stated in Schedule A or being defective:
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.
 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
6. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.

CONDITIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": the amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company or other similar legal entity.
- (d) "Insured": the Insured named in Schedule A.
 - (i) The term "Insured" also includes:
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;
 - (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) If the grantee wholly owns the named Insured,
 - (3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) If the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C) and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": an Insured claiming loss or damage.

(f) "Knowledge" or "Known": actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": the land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": the estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

When, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured; (ii) indemnify the Insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefore, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a loan policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS.

(a) Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured

Claimant to submit for examination under oath, produce any reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 3 or 5 and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, all as insured, or takes action in accordance with Section 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE.

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation right.

14. ARBITRATION.

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim, shall be restricted to this policy.

- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in Section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy.

16. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid and all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM.

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured, and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company P.O. Box 2029, Houston, Texas 77252-2029.

File No.: 1229-16-1884	Policy No.: O-0000162579642	County: 201	Policy Amount: \$100,000.00
Policy Premium: \$875.00	Endorsement Premium: \$0.00	Rate Rules: R-3	Statistical Codes: 1000

Stewart Title Guaranty Company
OWNER'S POLICY OF TITLE INSURANCE T-1
SCHEDULE A

Name and Address of Title Insurance Company:
Stewart Title Guaranty Company
1980 Post Oak Boulevard, Suite 1150
Houston, TX 77056

File No. **1229-16-1884**

Policy No. **O-0000162579642**

Address for Reference only: 7438 Evie Lane, Deer Park, TX 77536

Amount of Insurance \$100,000.00

Premium \$875.00

Date of Policy 10/25/2016

1. Name of Insured:

FGI Investments No. 5, LLC

2. The estate or interest in the Land that is insured by this policy is

Fee Simple

3. Title is insured as vested in:

FGI Investments No. 5, LLC

4. The Land referred to in this policy is described as follows:

Lot Ten (10), in Block Eight (8), of SPENCER VIEW TERRACE, a subdivision in Harris County, Texas according to the map or plat thereof, recorded in Volume 39, Page 53 of the Map Records of Harris County, Texas.

SCHEDULE B**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A, and the following matters:

1. The following restrictive covenants of record itemized below (the Company must either insert specific recording data or delete this exception):

Volume 39, Page 59 of the Map Records of Harris County, Texas, and in Volume 2466, Page 428 of the Deed Records of Harris County, Texas.

But deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3607 of the United States code or (b) Relates to handicap but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities.
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2016 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception):
 - A. Rights of Parties in possession.
 - B. Subject to any and all visible and or apparent easements over, under or across subject property, which a survey or physical inspection may disclose.
 - C. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
 - D. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - E. Drainage easement 15 feet in width on each side of the center lines of all natural drainage courses as shown by the recorded plat of said subdivision.

- F. Utility easement 5 feet in width along the rear property line(s), together with an unobstructed aerial easement adjoining thereto, 5 feet wide from a plane 20 feet above the ground upward, as shown by the recorded plat of said subdivision.
- G. Building set-back line 25 feet in width along the front and rear property line(s), as shown by the recorded plat of said subdivision.
- H. Building set-back line 5 feet in width along the side property line(s), as set forth by instrument(s) recorded in Volume 2466, Page 428 of the Deed Records of Harris County, Texas.
- I. Building set-back line 70 feet in width along the front property line(s), as set forth by instrument(s) recorded in Volume 2466, Page 428 of the Deed Records of Harris County, Texas.
- J. A 1/32nd non-participating royalty interest in all oil, gas and other minerals, as set forth by instrument(s) recorded in Volume 1919, Page 432 of the Deed Records of Harris County, Texas. (Title to said interest not checked subsequent to its date of reservation.)
- K. Any and all unrecorded leases and/or rental agreements, with rights of tenants in possession.
- L. Subject property is located within the City of Houston or within its extra territorial jurisdiction (within 5 miles of the city limits but outside another municipality) it is subject to the terms, conditions, and provisions of City of Houston Ordinance No. 85-1878, pertaining to, among other things, the platting and re-platting of real property and to the establishment of building lines. A certified copy of said ordinance was filed of record on August 1, 1991, under Harris County Clerk's File No(s). N253886.
- M. Subject to the terms, conditions and stipulations of that certain City of Deer Park Ordinance No. 2244, recorded under HARRIS County Clerk's File No(s). P297274.
- N. Subject to the zoning ordinances now in force in the City of Deer Park, Texas.

American Title Company of Houston



Authorized Officer or Agent

STEWART TITLE GUARANTY COMPANY

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your title insurance agent at

(281) 479-1913

3. You may call Stewart Title Guaranty Company's toll-free telephone number for information or to make a complaint at:

(800) 729-1902

4. You may also write to Stewart Title Guaranty Company at P.O. Box 2029, Houston, TX 77252-2029

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(800) 252-3439

6. You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

1. AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

2. Usted puede comunicarse con su agente al

(281) 479-1913

3. Usted puede llamar al numero de telefono gratuito de Stewart Title Guaranty Company's para obtener informacion o para presentar una queja al:

(800) 729-1902

4. Usted tambien puede escribir a Stewart Title Guaranty Company, P.O. Box 2029, Houston, TX 77252-2029

5. Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos, o quejas al:

(800) 252-3439

6. Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

7. DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamacion usted debe comunicarse con (el agente) (la compania) (el agente o la compania) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

8. ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para proposito informativos y no se convierte en parte o en condicion del documento adjunto.

GENERAL WARRANTY DEED

American Title Co.-DP
GF#1229-16-1884

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF HARRIS

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

That **SCOTT A. LOWE and wife, RHONDA L. LOWE**, (hereinafter referred to as "Grantors" whether one or more), for and in consideration of the sum of **TEN AND NO/100 (\$10.00) DOLLARS** and other good and valuable consideration to them in hand paid and caused to be paid in the manner hereinafter stated by **FGI INVESTMENTS NO. 5, LLC**, (hereinafter referred to as "Grantees" whether one or more), the receipt of which is hereby acknowledged and confessed, have **GRANTED, BARGAINED, SOLD and CONVEYED**, and by these presents do **GRANT, BARGAIN, SELL and CONVEY** unto the said Grantees, all of the following described real property, together with all improvements thereon situated (collectively, the "Property"), said property being described as follows, to-wit:

LOT TEN (10), IN BLOCK EIGHT (8), OF SPENCER VIEW TERRACE, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 39, PAGE 53 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantees, their heirs, legal representatives, successors and assigns forever, and Grantors do hereby bind themselves, their heirs, legal representatives, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantees, their heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to the matters herein excepted.

This conveyance is made and accepted subject to all exceptions, covenants, conditions, reservations, easements, mineral conveyances and leases affecting the Property, and to all other matters shown of record in the County Clerk's office where the Property, or any part thereof, is located, and to rights of parties in possession, if any.

THE PROPERTY IS HEREBY CONVEYED "AS IS", "WHERE IS" AND WITH ALL FAULTS, AND GRANTORS MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER WHETHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO THE PROPERTY, EXCEPT FOR THE WARRANTY OF TITLE DESCRIBED HEREIN.

Ad valorem taxes and maintenance fees, if any, have been prorated between Grantors and Grantees as

of the date hereof, and Grantees assume the obligations to pay same as they become due and payable subsequent to the date hereof.

Words of any gender used in this document shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa unless to context requires otherwise.

DULY executed the 24 day of October, 2016.

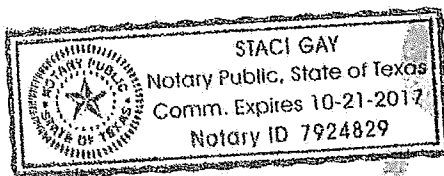

SCOTT A. LOWE


RHONDA L. LOWE

THE STATE OF TEXAS

COUNTY OF HARRIS

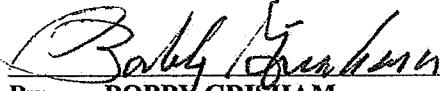
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§
§
This instrument was acknowledged before me on this the 24 day of October, 2016 by SCOTT A. LOWE and wife, RHONDA L. LOWE.



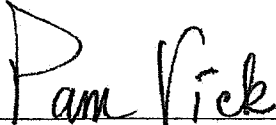

Notary Public in and for the
State of TEXAS

AGREED TO AND ACCEPTED BY:

FGI INVESTMENTS NO. 5, LLC



By: BOBBY GRISHAM
Title: MANAGER



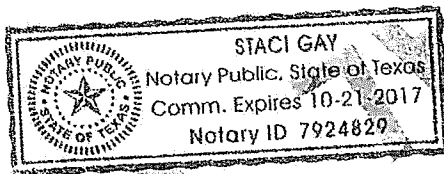
By: PAM VICK
Title: MANAGER

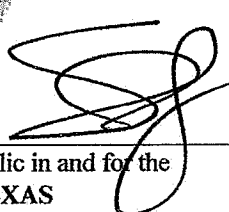
THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on this the 24 day of October, 2016 by **BOBBY GRISHAM and PAM VICK, MANAGERS of FGI INVESTMENTS NO. 5, LLC** on behalf of **SAME**.




Notary Public in and for the
State of TEXAS

Address of Grantees:

4660 Coker St.
Deer Park, TX. 77536

RP-2016-480195

Pages 4

10/25/2016 09:32 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

STAN STANART

COUNTY CLERK

Fees \$24.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS

COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

NOTICE OF JOINT PUBLIC HEARING

Notice is hereby given that the City Council and the Planning and Zoning Commission of the City of Deer Park, Texas, will hold a joint public hearing at City Hall, 710 East San Augustine Street, at 7:30 p.m. on April 20, 2021, at which time and place they will hear all persons desiring to be heard on or in connection with any matter or question involving

A proposed amendment to Ordinance No. 3886, the Zoning Ordinance, placing in the Community Service (CS) Zoning District, Lot 10 Block 8 Spencer View Terrace (7438 Evie Lane) and taking the same out of the Single Family 1 (SF1) Zoning District.

It having been recommended by the Planning and Zoning Commission in a preliminary report filed with the City Council, which is available for inspection by all interested persons, that such amendment be granted.

All persons are warned that the City Council has the power to change any and all features of the proposed Amendment, as recommended by said Planning and Zoning Commission in its preliminary report, and may or may not change such property to the above described zoning district.

Shannon Bennett, TRMC
City Secretary

Dated this 17th day of March 2021



Legislation Details (With Text)

File #: BID 21-003 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 1/22/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Awarding bid to General Petro Chem Industrial for construction of the Hike and Bike Trail from X Street to P Street.

Sponsors:

Indexes:

Code sections:

Attachments: [Bids Received Hike & Bike Trail](#)
[Bid Tab - Deer Park Hike and Bike Trail Project](#)
[Hike and Bike - General Petro Chem Bid](#)
[Recommendation of Award letter](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Awarding bid to General Petro Chem Industrial for construction of the Hike and Bike Trail from X Street to P Street.

Summary:

On March 18, 2021 we received nine (9) bids for construction of the Hike and Bike trail from X street to P street. The City of Deer Park in partnership with Burditt and Associates to develop specifications and construction documents for work in this section of the comprehensive Hike and Bike Trail project.

Funds were approved for this project by the voters at the 2015 Type B election as more specially described in the proposition ballot language and in the amount of \$500,000.

After review of the bids by Burditt and Associates and City staff, it has been determined that General Petro Chem Industrial is the apparent lowest responsible bid. The recommendation is to award the base bid of \$283,962.41 and add alternate of \$44,160.00 for a total of \$328,122.41 to General Petro Chem Industrial for this project.

Attached to you will find a copy of the bid tab, a copy of the bid proposal provided by General Petro Chem Industrial and a copy of a recommendation letter from Burditt and Associates.

Fiscal/Budgetary Impact:

\$500,000.00 307-432-49420 Project #92 Type B - Hike and Bike Trail project

\$328,122.41
Industrial

307-432-49420

Project #92 Bid Proposal - General Petro Chem

\$171,877.59
included)

Estimated amount remaining in account (other professional services not

Recommendation is to award bid, including alternate, to General Petro Chem Industrial for construction of the Hike and Bike trail from X Street to P street in the amount of \$328,122.41.

BID: Hike and Bike Trail Construction Phase 1

Bid Date: March 18, 2021

Name & Address of Bidder	Date and Time Received
KKS Environmental 2400 Augusta Dr, STE 407 Houston, Tx 77057	03/17/2021 @ 9:52AM
S & C Construction P.O. Box 447, Navasota, Tx 77868	03/17/2021 @ 11:40AM
Er-Con 7201 Fairbanks North Houston Rd, Houston, Tx 77040-3601	03/18/2021 @ 9:31AM
Thakkar Development Company, LLC 550 Westcott St, STE 449, Houston, Tx 77007	03/18/2021 @ 11:00AM
Johnson Fence and Masonry, LLC 22425 Huffsmith-Kohrville Rd, Tomball, Tx 77375	03/18/2021 @ 12:10 PM
General Petro Chem Industrial, Inc 1903 CR 129 Pearland, Tx 77581	03/18/2021 @ 1:23PM
Gulfcoast Limestone DBA Excel Paving Company, LLC P.O. Box 66, Seabrook, Tx 77586	03/18/2021 @ 1:25PM
Jerdon Enterprise, L.P 13403 Redfish Lane, Stafford, Tx 77477	03/18/2021 @ 1:42 PM
D.L. Meacham LP P.O Box 431789 Houston, Tx 77243	03/18/2021 @ 1:50PM

BID – DEER PARK HIKE AND BIKE TRAIL PROJECT
Bid Date March 18, 2021

Name Contractor/Bidder	Bid Bonds	Addendum Yes/No	Total Bid
KKS Environmental 2400 Augusta Dr. STE 407 Houston, TX 77057	BB__ Ck__		\$424,000.00
S & C Construction P.O. Box 447, Navasota, TX 77868	BB__ Ck__		\$449,000.00
Er-Con 7201 Fairbanks North Houston Rd, Houston, TX 77040-3601	BB__ Ck__		\$811,705.30
Thakkar Development Company, LLC 550 Westcott St, STE 449, Houston, TX 77007	BB__ Ck__		\$510,000.00
Johnson Fence and Masonry, LLC 22425 Huffsmith-Kohrville Rd, Tomball, TX 77375	BB__ Ck__		\$633,613.90
General Petro Chem Industrial, Inc 1903 CR 129 Pearland, TX 77581	BB__ Ck__		\$311,929.61 (Base \$283,962.41)
Gulfcoast Limestone DBA Excel Paving Company, LLC P.O. Box 66, Seabrook, TX 77586	BB__ Ck__		\$307,300.05
Jerdon Enterprise, L.P 13403 Redfish Lane, Stafford, TX 77477	BB__ Ck__		\$515,515.51
D.L. Meacham LP P.O Box 431789 Houston, TX 77243	BB__ Ck__		\$531,558.52

CITY OF DEER PARK, TEXAS
DEER PARK HIKE & BIKE TRAIL - PHASE 1

CITY OF DEER PARK ITEMS						
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	
1.00	Mobilization	T.S	allow 1	\$ 26,275.00	\$	26,275.00
1.10	Payment & Performance Bonds	T.S	allow 1	\$ 12,360.96	\$	12,360.96
1.20	Rough/ Fine Grading	T.S	allow 1	\$ 5,000.00	\$	5,000.00
1.30	SWPPP Implementation & Preservation	T.S	allow 1	\$ 10,400.00	\$	10,400.00
1.40	Demolition & Haul Away	T.S	allow 1	\$ 7,400.00	\$	7,400.00
1.50	Decomposed Granite Trails 6" (Complete)	SF	44,980	\$ 1.81	\$	81,413.80
1.60	Steel Edging	LF	10125	\$ 4.21	\$	42,626.25
1.70	Concrete Walks & Ramps 4" (Complete)	SF	930	\$ 14.48	\$	13,466.40
1.80	Concrete Flumes	EA	3	\$ 5,090.00	\$	15,270.00
1.90	Retaining Block Wall 6"-3" (Complete)	LF	1,080	\$ 52.00	\$	56,160.00
1.10	Site Furnishings - Installed	LG	1	\$ 2,650.00	\$	2,650.00
	Bollards	EA	3	\$ 1,360.00	\$	4,080.00
	Dog Waste Station	EA	2	\$ 430.00	\$	860.00
1.11	Bermuda Hydroseed - Repairs	SF	allow 1	\$ 3,800.00	\$	3,800.00
1.12	Texas Native Bermuda (Seed)	SF	allow 1	\$ 2,200.00	\$	2,200.00
PROJECT TOTAL					\$	283,962.41
DEDUCT ALTERNATE ITEMS						
2.1	Decomposed Granite Trail to 6' width	SF	33,735	\$ - .48	\$	-16,192.80
ADD-ALTERNATE ITEMS						
3.1	Solar Light Poles (Complete)	EA	8	\$ 5,520.00	\$	44,160.00

Project 180 CALENDAR Days To Complete

PROJECT MANAGER

Marshall Davis
Marshall DAVIS

City of Deer Park Hike & Bike Trails Phase 1



General Petro Chem Industrial Inc

1903 CR 129

Pearland, Tx. 77581

Contact: Marshall Davis

Phone: 281-482-4694

Email: mdavis@generalpetrochem.com

Quote To: City of Deer Park
710 E San Augustine
Deer Park Tx. 77536

Job Name: 3790-19
Bid Date: 3-18-2021
2PM

Phone:

Fax:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Mobilization	1.00	LS	26,275.00	26,275.00
2.	Payment and Performance Bonds	1.00	LS	12,360.96	12,360.96
3.	Rough/ Fine Grading	1.00	LS	5,000.00	5,000.00
4.	SWPPP Implementation and Preservation	1.00	LS	10,400.00	10,400.00
5.	Demolition and Haul Away	1.00	LS	7,400.00	7,400.00
6.	8' Decomposed Granite Trails (Complete)	44,980.00	SF	1.81	81,413.80
7.	Steel Edging	10,125.00	LF	4.21	42,626.25
8.	Concrete Walks & Ramps 4" (Complete)	930.00	SF	14.48	13,466.40
9.	Concrete Flumes	3.00	EA	5,090.00	15,270.00
10.	Retaining Block Wall (Complete)	1,080.00	LF	52.00	56,160.00
11.	Site Furnishings - Installed	1.00	LS	2,650.00	2,650.00
12.	Bollards	3.00	EA	1,360.00	4,080.00
13.	Dog Waste Station	2.00	EA	430.00	860.00
14.	Bermuda Hydroseed Repairs	1.00	LS	3,800.00	3,800.00
15.	Texas Native Bermuda (Sod)	1.00	LS	2,200.00	2,200.00
	Project Total				283,962.41
	Deduct-Alternate Items				
16.	Decomposed Granite Trail width to 6'	33,735.00	SF	-0.48	-16,192.80
	Add- Alternate Items				
17.	Solar Light Poles (Complete)	8.00	EA	5,520.00	44,160.00
GRAND TOTAL					311,929.61

NOTES:

Inclusions

This scope is based on working 10 hours per day, Monday through Thursday

Price is based on a (1) time move-in and continuous work until project is complete.

BID BOND

KNOW ALL BY THESE PRESENTS, That we, General Petro Chem Industrial, Inc.
_____ of 1903 County Road 129 Pearland TX 77581
(hereinafter called the Principal), as Principal, and
The Ohio Casualty Insurance Company (hereinafter called the Surety),
as Surety, are held and firmly bound unto City of Deer Park

(hereinafter called the Obligor) in the penal sum of Ten Percent of the Greatest Amount Bid
_____ Dollars (\$ 10% G.A.B.)
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a
proposal to the Obligor on a contract for
Hike and Bike Trail Construction Phase I

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may
be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligor for the
faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 18th day of March, 2021.

Michelle Ortiz

Witness

General Petro Chem Industrial, Inc.

By: Lupe Harnes

The Ohio Casualty Insurance Company 1919
By: Cheryl R. Colson
Cheryl R. Colson Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204193 - 974122

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David M. Carey

all of the city of The Woodlands state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of September, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 1st day of September, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of March, 2021.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

of this Power of Attorney call

BID BOND

KNOW ALL BY THESE PRESENTS, That we, General Petro Chem Industrial, Inc.

(hereinafter called the Principal), as Principal, and _____ of 1903 County Road 129 Pearland TX 77581

The Ohio Casualty Insurance Company (hereinafter called the Surety)

as Surety, are held and firmly bound unto City of Deer Park

(hereinafter called the Obligee) in the penal sum of Ten Percent of the Greatest Amount Bid

_____ Dollars (\$ 10% G.A.B.)
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for
Hike and Bike Trail Construction Phase I

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 18th day of March, 2021

General Petro Chem Industrial, Inc.

Michelle Katz Witness

By: Genoa A. Parnell

The Ohio Casualty Insurance Company 1919

By: Cheryl R. Colson
Cheryl R. Colson Attorney-in-Fact



CERTIFICATE OF INSURANCE

TO: CITY OF DEER PARK
P.O. BOX 700
DEER PARK, TEXAS 77536

DATE: 03/17/2021

PROJECT: HIKE & BIKE TRAILS – PHASE 1

This is to certify that General Petro Chem Industrial, Inc.
(Name of Insured)

1903 County Rd 129, Pearland, TX 77581
(Address of Insured)

is, at the date of this certificate, insured by this Company with respect to the business operating hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

WORKMEN'S COMPENSATION:

Policy No. : 0001147756

Effective: 07/25/2020 Expires: 07/25/2021

Limit of Liability: \$1,000,000.00

PUBLIC LIABILITY:

Policy No.:

Effective: Expires:

Limit of Liability:
1 Person:\$ 1 Accident:\$

CONTINGENT LIABILITY:

Policy No.: US00085696LI20A

Effective: 07/25/2020 Expires: 07/25/2021

Limit of Liability:
1 Person: \$ 2,000,000.00 1 Accident: \$ 1,000,000.00

PROPERTY DAMAGE:

Policy No.: US00085696LI20A

Effective: 07/25/2020 Expires: 07/25/2021

Limit of Liability: \$2,000,000.00

AUTOMOBILE:

Policy No.: BAPD3028864406

Effective: 07/25/2020 Expires: 07/25/2021

Limit of Liability: \$1,000,000.00

The foregoing policies (do) (do not) cover all sub-contractors.

Locations covered: SEE ATTACHED COI

Description of operations covered: SEE ATTACHED COI

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or cancelled by the insurer in less than fifteen (15) days after the insured has written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

Name of Insurance Company: Texas Mutual, Indian Harbor, Nationwide Insurance

Name of Agency Company: USI Southwest

Address of Agency: 9811 Katy Freeway, Suite 500, Houston, TX 77024

Phone Number: (713) 490-4600

Signature of Authorized Representative: 

Client#: 17608

GENERPET

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS:														
INSURED General Petro Chem Industrial, Inc. 1903 County Road 129 Pearland, TX 77581	<table border="1"> <thead> <tr> <th data-bbox="812 446 1412 478">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1412 446 1542 478">NAIC#</th> </tr> </thead> <tbody> <tr> <td data-bbox="812 478 1412 510">INSURER A: Indian Harbor Insurance Company</td> <td data-bbox="1412 478 1542 510">36940</td> </tr> <tr> <td data-bbox="812 510 1412 542">INSURER B: Scottsdale Indemnity Company</td> <td data-bbox="1412 510 1542 542">15580</td> </tr> <tr> <td data-bbox="812 542 1412 574">INSURER C: Texas Mutual Insurance Company</td> <td data-bbox="1412 542 1542 574">22945</td> </tr> <tr> <td data-bbox="812 574 1412 606">INSURER D: Travelers Lloyds Insurance Co</td> <td data-bbox="1412 574 1542 606">41262</td> </tr> <tr> <td data-bbox="812 606 1412 638">INSURER E: Nationwide Insurance Company of America</td> <td data-bbox="1412 606 1542 638">25453</td> </tr> <tr> <td data-bbox="812 638 1412 666">INSURER F:</td> <td data-bbox="1412 638 1542 666"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Indian Harbor Insurance Company	36940	INSURER B: Scottsdale Indemnity Company	15580	INSURER C: Texas Mutual Insurance Company	22945	INSURER D: Travelers Lloyds Insurance Co	41262	INSURER E: Nationwide Insurance Company of America	25453	INSURER F:	
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INSURER E: Nationwide Insurance Company of America	25453														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:5,000 <input checked="" type="checkbox"/> Prof Lim: \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		US00085696LI20A	07/25/2020	07/25/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAPD3028864406	07/25/2020	07/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		US00085697LI20A	07/25/2020	07/25/2021	EACH OCCURRENCE \$5,000,000
B	<input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$		XNS0006164	07/25/2020	07/25/2021	AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0001291204	07/26/2020	07/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Equipment FI		QT6608J92556ATLC20	02/10/2020	07/25/2021	\$125,000 Leased/Rented

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an Additional Insured under the Blanket Additional Insured endorsement on the General Liability and Auto policies on a primary and non-contributory basis, when required by written contract. The General Liability Blanket Additional Insured endorsement includes completed operations, as defined by the policy. A Waiver of Subrogation in favor of the Certificate Holder is provided by the Blanket Waiver endorsement on the General Liability, Auto and Workers Compensation (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Deer Park
 710 San Augustine St
 Deer Park, TX 77536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

policies, when required by written contract. Workers Compensation includes USL&H, Outer Continental Shelf Act Coverage and a \$25,000 limit for Maritime. The Umbrella policy is follow form over the General Liability, Auto Liability and Employers Liability coverages.

The Named Insured includes:

General Fire Protection, Inc.

ADDENDUM NO. I

TO

THE PROPOSAL/TECHNICAL SPECIFICATIONS

FOR

CITY OF DEER PARK HIKE & BIKE TRAILS – PHASE 1

CITY OF DEER PARK

710 E. SAN AUGUSTINE

DEER PARK, TX 77536

Monday, February 8, 2021

Job No. 3790-19

NOTICE TO BIDDERS:

The following changes in the contract/specification manual shall be made, and insofar as the proposal or technical specifications are inconsistent with the following, this addendum shall govern.

Project Manual:

Add the following specifications to the project manual, along with the Certificate of Insurance.

- Page CI-1 to CI-3 Certificate of Insurance
- 01 60 00 Product Requirements
- 01 71 23 Field Engineering
- 03 10 00 Concrete Forming and Accessories
- 03 20 00 Concrete Reinforcing
- 31 23 16 Excavation

Acknowledgement:

Receipt of this Addendum must be acknowledged on your proposal

CERTIFICATE OF INSURANCE

TO: CITY OF DEER PARK
P.O. BOX 700
DEER PARK, TEXAS 77536

DATE:

PROJECT: HIKE & BIKE TRAILS – PHASE 1

This is to certify that _____
(Name of Insured)

(Address of Insured)

is, at the date of this certificate, insured by this Company with respect to the business operating hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

WORKMEN'S COMPENSATION:

Policy No. : _____

Effective: _____ Expires: _____

Limit of Liability: _____

PUBLIC LIABILITY:

Policy No.: _____

Effective: _____ Expires: _____

Limit of Liability:
1 Person:\$ _____ 1 Accident:\$ _____

ADDENDUM NO. 2
TO
THE PROPOSAL/TECHNICAL SPECIFICATIONS
FOR
CITY OF DEER PARK HIKE & BIKE TRAILS – PHASE 1
CITY OF DEER PARK
710 E. SAN AUGUSTINE
DEER PARK, TX 77536

Wednesday, February 10, 2021

Job No. 3790-19

NOTICE TO BIDDERS:

The following changes in the Proposal / Contract Manual shall be made, and insofar as the proposal or Contract Manual are inconsistent with the following, this addendum shall govern.

Remove:

Remove the existing proposal from the contract manual

Replace:

Replace existing proposal with the revised proposal, dated 02/10/2021

Acknowledgement:

Receipt of this Addendum must be acknowledged on your proposal

Deer Park Hike & Bike Trail - Phase 1

UNIT PRICE BID FORM

CONTRACTOR:

Work includes but is not limited to the following. Quantities shown here are a guide and for courtesy only, the Contractor shall verify the quantities required to complete the design intent. If work detailed in plans and specifications are not itemized on this bid schedule, they are still required (mandatory) and are incidental to the bid item(s). Additionally, these unit numbers will be used as adds or deducts from the contract if required.

Base Bid Items	Size	Unit	Qty	Unit Cost	Total Cost (Unit Cost X Quantity)
Mobilization		LS	1		
Payment & Performance Bonds		LS	1		
Rough/ Fine Grading		LS	1		
SWPPP Implementation and preservation		LS	1		
Demolition and Haul Away		LS	1		
8' Decomposed Granite Trails (Complete)		LF			
Concrete Walks and Ramps (Complete)		LS	1		
Concrete Flumes		EA	3		
Retaining Block Wall (Complete)		LS	1		
Site Furnishings - installed		LS	1		
Bermuda Hydroseed - repairs		ALLOW	1		
Texas Native Bermuda (SOD)		ALLOW	1		
Project Total					

(Total Base Bid Price in words)

Deduct-Alternate Items	Size	Unit	Qty	Unit Cost	Total Deduct Cost
Decomposed Granite Trail width to 6'		LS			
Add-Alternate Items	Size	Unit	Qty	Unit Cost	Total Add Cost
Solar Light Poles (Complete)		EA	8		

I, Marshall Davis, certify this bid. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

2-22-21

Date

Marshall Davis

Signature

MARSHALL DAVIS

Name (please print)

General Petro Chem Industrial Inc.

Company

mdavis@generalpetrochem.com

Email

281-482-4694

Phone Number

Addendum Acknowledgement.

Please indicate that you received the addenda by signing your name along with the date received.

Addendum #	Date	Signature
#1	2-22-21	<u>Marshall Davis</u>
#2	2-22-21	<u>Marshall Davis</u>
#3	2-24-21	<u>Marshall Davis</u>
#4	3-3-21	<u>Marshall Davis</u>
#4R	3-3-21	<u>Marshall Davis</u>

ADDENDUM NO. 2
TO
THE PROPOSAL/TECHNICAL SPECIFICATIONS
FOR
CITY OF DEER PARK HIKE & BIKE TRAILS – PHASE 1
CITY OF DEER PARK
710 E. SAN AUGUSTINE
DEER PARK, TX 77536

Wednesday, February 10, 2021

Job No. 3790-19

NOTICE TO BIDDERS:

The following changes in the Proposal / Contract Manual shall be made, and insofar as the proposal or Contract Manual are inconsistent with the following, this addendum shall govern.

Remove:

Remove the existing proposal from the contract manual

Replace:

Replace existing proposal with the revised proposal, dated 02/10/2021

Acknowledgement:

Receipt of this Addendum must be acknowledged on your proposal

ADDENDUM NO. 3
TO
THE PROPOSAL/TECHNICAL SPECIFICATIONS
FOR
CITY OF DEER PARK HIKE & BIKE TRAILS – PHASE 1

CITY OF DEER PARK
710 E. SAN AUGUSTINE
DEER PARK, TX 77536

Tuesday, February 24, 2021

Job No. 3790-19

NOTICE TO BIDDERS:

The following changes in the Proposal / Contract Manual shall be made, and insofar as the proposal or Contract Manual are inconsistent with the following, this addendum shall govern.

Response to Question #6: Please provide a specification for the alternate Solar Light Poles
The Technical Specifications for the Alternate solar light is to be found in the plans on sheet LS1.04/A1,A2

Response to Question #7: Is 87,000 LF of edging correct?

Remove:

Remove the 87,000 linear feet of steel edging.

Replace:

Replace with 10,125 linear feet of steel edging. It will be on both sides of the path everywhere except the 145' that is in the Centerpoint Easement, and anywhere there is retaining wall.

Response to Question #8: Please provide transition details for section C4 on drawing LS1.05. This detail refers to Detail A3 of the same drawing.

Detail C4 is the transition detail from the new Decomposed granite trail to the existing concrete walks. Referenced detail LS1.04/A1,A3 refers to the light pole alternate on sheet LS1.04.

Clarification: Reference LS1.04/A1,A3 should read LS1.04/A1,A2

Acknowledgement:

Receipt of this Addendum must be acknowledged on your proposal

ADDENDUM NO. 4
TO
THE PROPOSAL/TECHNICAL SPECIFICATIONS
FOR
CITY OF DEER PARK HIKE & BIKE TRAILS – PHASE 1

CITY OF DEER PARK
710 E. SAN AUGUSTINE
DEER PARK, TX 77536

Wednesday, March 3, 2021

Job No. 3790-19

NOTICE TO BIDDERS:

The following changes in the Proposal / Contract Manual shall be made, and insofar as the proposal or Contract Manual are inconsistent with the following, this addendum shall govern.

Clarification:

The blocks for the retaining wall are to be Keystone Verrazo with cap, or approved equal.

Keystone



Verrazo Stone

Clarification:

The steel landscape edging shall be 3/6" thick.

Acknowledgement:

Receipt of this Addendum must be acknowledged on your proposal

ADDENDUM NO. 4
TO
THE PROPOSAL/TECHNICAL SPECIFICATIONS
FOR
CITY OF DEER PARK HIKE & BIKE TRAILS – PHASE 1
CITY OF DEER PARK
710 E. SAN AUGUSTINE
DEER PARK, TX 77536

Wednesday, March 3, 2021

Job No. 3790-19

NOTICE TO BIDDERS:

The following changes in the Proposal / Contract Manual shall be made, and insofar as the proposal or Contract Manual are inconsistent with the following, this addendum shall govern.

Clarification:

The blocks for the retaining wall are to be Keystone Verrazo with cap, or approved equal.

Keystone



Verrazo Stone

Clarification:

The steel landscape edging shall be 3/16" thick.

Acknowledgement:

Receipt of this Addendum must be acknowledged on your proposal

CONFLICT OF INTEREST QUESTIONNAIRE

In accordance with H.B. 914 the City of Deer Park is required to file the enclosed form (CIQ), Conflict of Interest Questionnaire with the City Secretary's office with any vendor that the City will contract with for purchases and services of any kind.

In order to comply with this State Requirement the City is requesting that your company as a potential contracted vendor with the City of Deer Park complete this form and submit it with your bid documents. This form will be considered part of the bid package. Failure to complete and submit this form with your bid could delay the award of your bid should you meet all other requirements.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☒

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

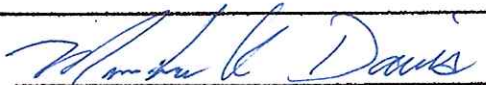
☒

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

03/17/2021
Date

H.B. 1295

Certificate of Interested Parties

Procedure

The Texas Ethics Commission states:

"In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016."

The key issue is that the disclosure form must be submitted by the business entity before the signed contract is

submitted in order for the contract to be valid. The Texas Ethics Commission requires each contract covered by law to have an ID # generated by the City in order to track the contract. Once the City generates an ID # this will be given to the business entity to file with the Ethics Commission.

WHO IS REQUIRED TO FILE FORM 1295?

Any vendor or business entity that falls into one of these categories must file FORM 1295 with the Texas Ethics Commission.

- A) On projects over \$50,000: Once the lowest bidder has been determined the City will provide them with a project identification number to be submitted on Form 1295. The procedure, listed below, must be completed before Council approves the contract/agreement.
- B) All purchases requiring Council approval: Vendor will be required to submit Form 1295 following the procedure below.

FORM 1295 PROCEDURE

1. Business entities must log on to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us> on the left hand side of the screen choose "File Reports Electronically", then choose "Form 1295 Certificates of Interested Parties Filing".
2. Once the business entity generates the Disclosure Form on the Texas Ethics Commission website, the business entity will print the Form and Certification of Filing. The authorized agent of the vendor must sign the printed copy of the form and have the signature notarized.
3. The signed and notarized Form 1295 must be submitted to the City prior to the City Council meeting, at which time the contract or agreement will be considered for approval. The City must acknowledge the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission website within 7 days.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

General Petro Chem Industrial, Inc. Pearland, TX, USA

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

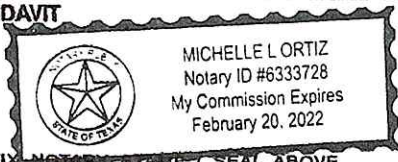
City of Deer Park

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

3790-19, City of Deer Park Hike & Bike Trails Phase 1

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party.

**6 AFFIDAVIT**

AFFIX NOTARY STAMP / SEAL ABOVE

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Marshall Davis

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Marshall Davis, this the 17 day of March, 2021, to certify which, witness my hand and seal of office.

Michelle L. Ortiz
Signature of officer administering oath

Michelle L. Ortiz
Printed name of officer administering oath

Notary Public
Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

STATEMENT OF BIDDERS QUALIFICATIONS

Submitted to City of Deer Park

By General Petro Chem Industrial, Inc. (Contractor)

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? 5/26/1996

2. How many years experience in this type of construction work has your organization had:

(a) as a general contractor? Over 40

(b) as a sub-contractor? Over 40

3. What are some of the similar projects your firm has completed? (list: a) contract amount b) class of work c) date completed d) name, address and phone number of Owner)

See attached

4. Have you ever failed to complete any work awarded to you?

No

If so, where and why? N/A

SIMILAR PROJECTS 2021

CLIENT NAME	LOCATION	CONTRACT AMT	TYPE OF WORK	Client Contact
Burrow Global	2410 E. Pasadena Fwy., Pasadena, TX 77506	\$ 255,956.00	Install Foundations and Structural Steel	Michael Wilkerson
Texas Molecular	2525 Indp. Pkwy S., Deer Park, TX 77536	\$ 22,338.00	Install New ADA Ramp, Walkway, & Steps	Brett Moreau
Texas Molecular	2525 Indp. Pkwy S., Deer Park, TX 77536	\$ 102,258.00	Concrete Foundations	Brett Moreau

5. In what manner have you inspected this proposed work? Explain in detail.

Google Earth - Review plans and pictures. Have bid on this type of work for the City of Pearland as well.

6. Explain your plan or layout for performing the proposed work, by separate sketches if necessary.

Mobilization, survey, clear and grub, inspect ground - proff roll.

Installation of edging - granite trail complete - SWPP with signs,

concrete form / pour - install all fixtures and hydro mulch -

sop - clean areas - inspections.

7. The work, if awarded to you, will have the personal supervision of whom?

(a) For administrative management? Marshall Davis / Michelle Ortiz

(b) For resident construction superintendence? Ricardo Ramos and Jose Rodriguez

(c) What experience has your superintendent had in the type work proposed?

35 plus years with company in construction

8. What portions of the work do you intend to sublet and to whom?

SWPP Hydroselding & paint - Storm H2O Solutions

Hauling - T.B.D.

9. What equipment do you own that is available for the proposed work?
(list: a) quantity b) items c) description, size, capacity, etc. d) condition e) years of service
f) present location)

Skid Steer, Pickup Trucks, Trailers, Survey Equipment, Small Tools,
Mixers, all in good condition.

10. Have you received firm offers for all major items of equipment within prices used in
preparing your proposal?

Yes

11. List the construction projects your organization has under way on this date: [indicate a)
contract amount b) class of work c) percent completed d) name and address of owner or
contracting officer]

T&M - Odfjell Terminals Houston, Maintenance, Civil, Mechanical,
and Commercial.

T&M The Lubrizol Corporation, Maintenance, Civil, Mechanical, and
Commercial.

Novvi, Storm Water Pipe Repairs including excavation.

Please see attached for details

Date: 3/17/2021

By:


Officer

CLIENT NAME	ADDRESS	CONTACT NAME	SERVICES PROVIDED
The Lubrizol Corporation	41 Tidal Rd, Deer Park, TX 77536	John Harris, john.harris@lubrizol.com	Civil, Mechanical, Commercial
Odfjell Terminals (Houston)	12211 Port Rd, Seabrook, TX 77586	Mindy Martinez, Mindy.Martinez@odfjell.com	Civil, Mechanical, Maintenance
Nustar Logistics	7220 JW Peavy Dr, Houston, TX 77011	Rene Correa, rene.correa@nustarenergy.com	Civil, Commerical, Mechanical
Haldor Topsoe	10010 Bayport Blvd., Pasadena, TX 77507	Klaus Larsen, ms_kl@topsoe.com	Civil, Commercial
Texas Molecular	2525 Indep. Pkwy S., Deer Park, TX 77536	Brett Moreau, bmoreau@texasmolecular.com	Civil, Mechanical, Commercial
Novvi	2525 Indep. Pkwy S., Deer Park, TX 77536	Shane Reilly, reilly@novvi.com	Fire Water Repairs

MAJOR PROJECTS AS OF MARCH 17, 2021

CLIENT NAME	LOCATION	CONTRACT AMOUNT	TYPE OF WORK	% COMPLETE
The Lubrizol Corporation	41 Tidal Rd, Deer Park, TX 77536	\$ 600,000.00	T&M	
Odfjell Terminals (Houston)	12211 Port Rd, Seabrook, TX 77586	\$ 650,000.00	T&M	
Texas Molecular	2525 Independence Pkwy S., Deer Park, TX 77536	\$ 367,912.00	Lump Sum	4.23%

April 13, 2021

Charlie Sandberg
Parks and Recreation Director
City of Deer Park
610 East San Augustine
Deer Park, Texas 77536

Re: Recommendation of Award for Deer Park Hike and Bike Trail Phase 1**Dear Mr. Sandberg,**

After review of the two lowest bidders, General Petro Chem Industrial (GPC), and Gulf Coast Limestone, we are recommending that General Petro Chem Industrial is awarded the project for construction.

GPC has demonstrated that they are capable and competent in the installation of a decomposed granite trail, low retaining wall and concrete ramps as required for this project. Burditt checked their provided references and received positive reviews regarding their experience with the company. The contractors were responsive and provided additional project information for further review.

*The second lowest bidder Gulf Coast Limestone, was slow to respond. Their bid document had several discrepancies, including missing line items and inconsistent numbers in both their base bid and their alternate bids. Their bid documents were also missing the City required references.

Below are the Base Bid and Alternate Bid line items for the above-mentioned Lowest bidders:

General Petro Chem Industrial **TOTAL: \$328,122.41**

Base Bid: \$283,962.41

Alt. Bid: \$44,160.00

***Gulf Coast Limestone** **TOTAL: \$311,300.05**

Base Bid: \$307,300.05

Alt. Bid: \$4,000

After a review of the bids submitted, we determined that the bid submitted by Gulf Coast Limestone, did not include documents required under the Invitation to Bid and contained numerical discrepancies and, therefore, must be rejected as nonresponsive. The bid submitted by General Petro Chem Industrial was accompanied by all documents required under the Invitation to Bid and represents the lowest responsive bid for the referenced project.

Burditt Consultants LLC recommends that the contract be awarded to General Petro Chem, for the combined Base Bid and Alternate Bid amount of \$328,122.41.

Sincerely,



Claudia T. Walker
Burditt Consultants LLC



Legislation Details (With Text)

File #:	BID 21-007	Version:	1	Name:	
Type:	Bids	Status:		Agenda Ready	
File created:	4/9/2021	In control:		City Council	
On agenda:	4/20/2021	Final action:			
Title:	Awarding bid to Mar-Con Services for the Delo Elaine and Deer Park Manor Subdivisions for drainage improvements.				
Sponsors:	Public Works				
Indexes:					
Code sections:					
Attachments:	Bid Recommendation Delo Elaine council exhibit				

Date	Ver.	Action By	Action	Result
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Awarding bid to Mar-Con Services for the Delo Elaine and Deer Park Manor Subdivisions for drainage improvements.

Summary:

As you recall, CobbFendley was hired to perform the engineering services to develop alternatives to alleviate flooding associated with the 2017 Hurricane Harvey rain event. The Deer Park Drainage Analysis initially identified one of the areas for improvement to be Delo-Elaine / Deer Park Manor. This area has had significant historical repetitive losses.

On March 25th bids were received for this project. The City received 7 bids with the lowest, most responsible bidder, being Mar-Con Services with a bid of \$1,618,446.73. Both Cobb Fendley and city staff recommend awarding the project to Mar-Con Services. Mar-Con was also awarded the Heritage Drainage Improvement Project, which is currently under construction, and we have been very satisfied with the work performed.

Bids received:

Mar-Con Services	\$1,618,446.73
Millis Equipment	\$1,823,987.07
RAC Industries	\$2,003,995.00
Tandem Services	\$2,050,065.00
Fused Industries	\$2,170,462.95
J. Rivas Construction	\$2,199,703.10

Conrad Construction

\$2,212,954.50

Fiscal/Budgetary Impact:

This project will be constructed with joint funds from the City of Deer Park drainage bond funds and funding associated with the HCFCD ILA.

Recommended action

Staff recommends awarding the project to Mar-Con Services

March 30, 2021

Mr. Adam Ballesteros, P.E.
City of Deer Park, City Engineer
710 E. San Augustine Street
Deer Park, Texas 77536

Re: **Contract Award Recommendation**
DeLo Elaine and Deer Park Manor Drainage Improvements
ID # 3724-18b

Dear Mr. Ballesteros:

We have received seven (7) bids for the above reference project on March 25, 2021. We have reviewed the bids and compiled them in the attached bid tabulation. The apparent low bidder for the base bid was Mar-Con Services, LLC with a base bid amount of \$1,618,446.73. The total bid amount including alternates is \$1,653,314.03. Based on the submitted documents and reference checks, this bidder is qualified to perform the work. Mar-Con Services, LLC is currently working on Heritage Addition Drainage Improvements for Deer Park and has performed the work satisfactorily.

We recommend that the Contract be awarded to **Mar-Con Services, LLC** for the total bid amount of **\$1,653,314.03**. If you have any questions or require additional information, I can be contacted at 713-462-3212.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Jason Eldridge, P.E.

CC: Bill Pedersen, P.E., Director of Public Works

Attachment: Bid tabulation

DeLo Elaine and Deer Park Manor Subdivision Drainage Improvements Bid Tabulation

Project ID: 1912-033-02
Bid Date: March 25, 2021
Owner: City of Deer Park

				LOW BIDDER		2ND LOW BIDDER		3RD LOW BIDDER		4TH LOW BIDDER	
General Bid Items				Mar-Con Services		Millis Equipment		RAC Industries		Tandem Services	
Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
1 Mobilization (3% Max)	LS	1	\$42,120.80	\$42,120.80	\$53,420.00	\$53,420.00	\$60,750.00	\$60,750.00	\$52,000.00	\$52,000.00	
2 Traffic Control and Flagmen	LS	1	\$151,000.00	\$151,000.00	\$26,820.00	\$26,820.00	\$43,137.00	\$43,137.00	\$25,000.00	\$25,000.00	
3 Clearing and Grubbing	AC	5.0	\$4,994.60	\$24,973.00	\$3,792.00	\$18,960.00	\$3,500.00	\$17,500.00	\$8,000.00	\$40,000.00	
4 Tree Protection and Trimming, Including Root Pruning	LS	1	\$2,327.80	\$2,327.80	\$4,317.00	\$4,317.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	
5 SWPPP Inspection and Maintenance, in Accordance to EPA and TCEQ Regulations and as Defined by the TPDES General Permit	Month	8	\$476.70	\$3,813.60	\$354.50	\$2,836.00	\$500.00	\$4,000.00	\$1,000.00	\$8,000.00	
6 Reinforced Filter Fabric Fence	LF	320	\$2.20	\$704.00	\$1.50	\$480.00	\$2.00	\$640.00	\$2.00	\$640.00	
7 Inlet Protection Barriers (Gravel Bag or Filter Fabric)	EA	12	\$71.80	\$861.60	\$61.75	\$741.00	\$45.00	\$540.00	\$75.00	\$900.00	
8 Stabilized Construction Exit	SY	100	\$20.30	\$2,030.00	\$18.50	\$1,850.00	\$24.00	\$2,400.00	\$30.00	\$3,000.00	
9 Rock Filter Dam - Type 2 or 4	LF	8	\$253.70	\$2,029.60	\$67.75	\$542.00	\$160.00	\$1,280.00	\$500.00	\$4,000.00	
10 Block Sodding	SY	5,025	\$5.00	\$25,125.00	\$5.20	\$26,130.00	\$5.00	\$25,125.00	\$6.00	\$30,150.00	
11 Hydromulch Seeding	AC	5	\$1,638.50	\$8,192.50	\$1,604.00	\$8,020.00	\$1,800.00	\$9,000.00	\$1,850.00	\$9,250.00	
12 Remove and Dispose of Fence and Gates (All Types)	LF	693	\$3.80	\$2,633.40	\$2.30	\$1,593.90	\$4.00	\$2,772.00	\$2.00	\$1,386.00	
13 Temporarily Remove and Reinstall Chain Link Fence (Luella Ditch Outfall)	LS	1	\$12,053.70	\$12,053.70	\$3,536.00	\$3,536.00	\$1,700.00	\$1,700.00	\$9,500.00	\$9,500.00	
14 Temporarily Remove and Replace 6-foot Wood Fence (Kitty Outfall)	LS	1	\$14,690.00	\$14,690.00	\$3,237.00	\$3,237.00	\$1,400.00	\$1,400.00	\$15,000.00	\$15,000.00	
15 Thermoplastic Pavement Markings, 24-inch Solid White Stop Bar (Luella Ave. and Regency St.)	LF	14	\$12.40	\$173.60	\$4.90	\$68.60	\$20.00	\$280.00	\$8.00	\$112.00	
16 Thermoplastic Pavement Markings, 4-inch Broken White (10' Stripe w/30' Spacing) (Luella Lane Striping Sta. 0+70 to 3+00)	LF	115	\$2.30	\$264.50	\$4.90	\$563.50	\$1.00	\$115.00	\$1.00	\$115.00	
17 Thermoplastic Pavement Markings, 4-inch Solid Yellow, (Luella CL Sta. 0+70 to 1+55 and Sta. 2+20 to 3+00)	LF	330	\$1.80	\$594.00	\$3.70	\$1,221.00	\$5.00	\$1,650.00	\$1.00	\$330.00	
18 Reflective Marker, Type II-A-A, (Luella Center Line @ 40' Spacing)	EA	10	\$11.30	\$113.00	\$4.90	\$49.00	\$7.00	\$70.00	\$7.00	\$70.00	
19 Blue Reflective Marker, Type II, Kitty St. Sta. 1+20	EA	1	\$13.60	\$13.60	\$4.90	\$4.90	\$10.00	\$10.00	\$20.00	\$20.00	
20 Steel Handrail, Complete In Place	LF	30	\$125.40	\$3,762.00	\$123.00	\$3,690.00	\$190.00	\$5,700.00	\$100.00	\$3,000.00	
21 18-foot Swing Gate, Painted Black	EA	1	\$2,239.70	\$2,239.70	\$3,487.00	\$3,487.00	\$1,700.00	\$1,700.00	\$3,500.00	\$3,500.00	
22 6' Chain Link Fence w/ 3 Strand Barbed Wire	LF	61	\$51.40	\$3,135.40	\$56.00	\$3,416.00	\$56.00	\$3,416.00	\$45.00	\$2,745.00	
23 Four Strand Barbed Wire Fence	LF	74	\$41.10	\$3,041.40	\$45.00	\$3,330.00	\$29.00	\$2,146.00	\$15.00	\$1,110.00	
24 22-Foot Sliding Gate, 6' Chain Link w/ 3 Strand Barbed Wire, Complete	LS	1	\$4,601.40	\$4,601.40	\$5,551.00	\$5,551.00	\$5,300.00	\$5,300.00	\$3,000.00	\$3,000.00	
25 Install Gate Motor, Control Box, and Gate Sensors; Furnish and install Pull Boxes, Loop Detector and all associated Electric Wire and Conduit	LS	1	\$15,390.60	\$15,390.60	\$9,251.00	\$9,251.00	\$11,100.00	\$11,100.00	\$7,000.00	\$7,000.00	
26 Roadway Excavation with Subgrade	CY	667	\$15.00	\$10,005.00	\$25.25	\$16,841.75	\$27.00	\$18,009.00	\$15.00	\$10,005.00	
27 Excavation, Compaction and Grading for Backslope Swales	CY	187	\$70.70	\$13,220.90	\$27.00	\$5,049.00	\$40.00	\$7,480.00	\$18.00	\$3,366.00	
28 Excavation, Compaction and Grading for Luella Ditch	CY	4,404	\$10.90	\$48,003.60	\$15.50	\$68,262.00	\$32.00	\$140,928.00	\$18.00	\$79,272.00	
29 Excavation, Compaction and Grading for Detention Pond	CY	27,672	\$10.10	\$279,487.20	\$15.50	\$428,916.00	\$21.00	\$581,112.00	\$18.00	\$498,096.00	
30 Embankment Fill	CY	173	\$3.90	\$674.70	\$6.50	\$1,124.50	\$22.00	\$3,806.00	\$20.00	\$3,460.00	
31 Furnishing and Placing Topsoil	CY	1,856	\$19.20	\$35,635.20	\$10.75	\$19,952.00	\$13.00	\$24,128.00	\$36.00	\$66,816.00	
32 1-Inch Diameter Water Tap and Service Line with Meter Box, 200 PSI Polyethylene, Short Side	EA	1	\$777.30	\$777.30	\$1,528.00	\$1,528.00	\$1,400.00	\$1,400.00	\$700.00	\$700.00	
33 1-Inch Diameter Water Tap and Service Line with Meter Box, 200 PSI Polyethylene, Long Side	EA	8	\$855.90	\$6,847.20	\$2,256.00	\$18,048.00	\$2,400.00	\$19,200.00	\$1,250.00	\$10,000.00	
Sub Totals				\$720,535.30		\$742,836.15		\$1,022,794.00		\$901,543.00	

SANITARY BID ITEMS

34 Adjust Sanitary Manhole to Grade	EA	7	389.90	\$2,729.30	\$495.50	\$3,468.50	\$660.00	\$4,620.00	\$375.00	\$2,625.00
35 Abandon and Fill Existing Sanitary Manhole	EA	1	\$679.30	\$679.30	\$834.50	\$834.50	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00
36 Remove and Dispose of 4-inch Sanitary Sewer	LF	25	\$13.20	\$330.00	\$18.25	\$456.25	\$11.00	\$275.00	\$30.00	\$750.00
37 Remove and Dispose of 6-inch Sanitary Sewer	LF	20	\$13.20	\$264.00	\$20.50	\$410.00	\$15.00	\$300.00	\$30.00	\$600.00
38 Remove and Dispose of 8-inch Sanitary Sewer	LF	22	\$13.20	\$290.40	\$19.50	\$429.00	\$18.00	\$396.00	\$30.00	\$660.00
39 Remove and Dispose of 24-inch Sanitary Sewer	LF	648	\$13.20	\$8,553.60	\$13.25	\$8,586.00	\$22.00	\$14,256.00	\$35.00	\$22,680.00
40 4-inch PVC Sanitary Sewer Line by Open Cut	LF	25	\$53.00	\$1,325.00	\$34.75	\$868.75	\$32.00	\$800.00	\$23.00	\$575.00
41 6-inch PVC Sanitary Sewer Line by Open Cut	LF	20	\$56.80	\$1,136.00	\$50.00	\$1,000.00	\$51.00	\$1,020.00	\$28.00	\$560.00
42 8-inch PVC Sanitary Sewer Line by Open Cut	LF	22	\$64.00	\$1,408.00	\$51.25	\$1,127.50	\$160.00	\$3,520.00	\$40.00	\$880.00
43 24-inch PVC Sanitary Sewer Line by Open Cut	LF	31	\$174.90	\$5,421.90	\$286.00	\$8,866.00	\$78.00	\$2,418.00	\$115.00	\$3,565.00
Sub Totals				\$22,137.50		\$26,046.50		\$28,905.00		\$34,395.00

PAVING BID ITEMS

44 Remove and Dispose of Concrete Pavement, All Thicknesses (including Base and Subgrade, w/ or w/o Curb, All Depths)	SY	2,675	\$7.90	\$21,132.50	\$6.90	\$18,457.50	\$4.00	\$10,700.00	\$10.00	\$26,750.00
45 Remove and Dispose of Concrete Driveways & Slope Paving, All Thicknesses	SY	1,593	\$8.80	\$14,018.40	\$9.10	\$14,496.30	\$4.00	\$6,372.00	\$10.00	\$15,930.00
46 Remove and Dispose of Concrete Sidewalk, All Thicknesses	SY	473	\$8.50	\$4,020.50	\$5.30	\$2,506.90	\$12.00	\$5,676.00	\$10.00	\$4,730.00
47 Concrete Driveways, 6-inch Thick and Including Excavation	SY	1,541	\$56.20	\$86,604.20	\$77.00	\$118,657.00	\$62.00	\$95,542.00	\$65.00	\$100,165.00
48 4-inch Thick Concrete Sidewalk	SY	474	\$48.10	\$22,799.40	\$61.75	\$29,269.50	\$56.00	\$26,544.00	\$52.00	\$24,648.00
49 6-inch Concrete Curb	LF	1,022	\$5.50	\$5,621.00	\$4.90	\$5,007.80	\$5.00	\$5,110.00	\$6.00	\$6,132.00
50 ADA Pedestrian Curb Ramps with Detectable Warning Surface	SF	280	\$17.30	\$4,844.00	\$12.75	\$3,570.00	\$69.00	\$19,320.00	\$30.00	\$8,400.00
51 7-inch Thick Reinforced Concrete Pavement High Early Strength	SY	1,222	\$49.70	\$60,733.40	\$84.50	\$103,259.00	\$63.00	\$76,986.00	\$75.00	\$91,650.00
52 6-inch Thick Reinforced Concrete Pavement	SY	1,453	\$44.40	\$64,513.20	\$66.50	\$96,624.50	\$51.00	\$74,103.00	\$55.00	\$79,915.00
53 6-inch Cement Stabilized Sand	SY	2,833	\$8.90	\$25,213.70	\$10.25	\$29,038.25	\$19.00	\$53,827.00	\$15.00	\$42,495.00
54 Temporary Asphalt Roadway including 6-inch Flexible Base, Tack Coat, 1-1/2-inch Type D HMAC surface and associated grading , maintenance	SY	167	\$64.40	\$10,754.80	\$47.25	\$7,890.75	\$40.00	\$6,680.00	\$81.00	\$13,527.00
55 Remove and Dispose of Temporary Asphalt Roadway	SY	167	\$3.40	\$567.80	\$5.50	\$918.50	\$5.00	\$835.00	\$10.00	\$1,670.00
56 9-inch Thick Concrete Headwall Structure, 31-Foot Width, Luella Ditch Sta 0+39	LS	1	\$8,239.90	\$8,239.90	\$9,251.00	\$9,251.00	\$7,500.00	\$7,500.00	\$18,000.00	\$18,000.00
57 Concrete Headwall/Wingwall Structure for 48-inch RCP, Luella Ditch Sta 11+05	LS	1	\$8,821.90	\$8,821.90	\$14,800.00	\$14,800.00	\$8,000.00	\$8,000.00	\$18,000.00	\$18,000.00
58 Concrete Headwall/Wingwall Outfall Strucure for 48-inch RCP, 30 Degree Skew, Luella Ditch Sta 11+52	LS	1	\$8,821.90	\$8,821.90	\$22,200.00	\$22,200.00	\$8,000.00	\$8,000.00	\$18,000.00	\$18,000.00
59 Concrete Headwall/Wingwall for 24-inch RCP, 30 Degree Skew, Kitty Street Outfall and Detention Pond Outfall	EA	2	\$7,525.80	\$15,051.60	\$8,635.00	\$17,270.00	\$3,000.00	\$6,000.00	\$8,000.00	\$16,000.00
60 Reinforced Concrete Slope Paving, 6-inch Thick, including 4" Weepholes	SY	1,644	\$70.90	\$116,559.60	\$79.00	\$129,876.00	\$75.00	\$123,300.00	\$110.00	\$180,840.00
61 Reinforced Concrete Slope Paving for 8-inch HDPE Outfalls	EA	4	\$488.20	\$1,952.80	\$1,234.00	\$4,936.00	\$1,500.00	\$6,000.00	\$3,500.00	\$14,000.00
62 Concrete Pilot Channel, 8-foot Width, 6-inch Thick	SY	1,584	\$71.40	\$113,097.60	\$84.00	\$133,056.00	\$65.00	\$102,960.00	\$80.00	\$126,720.00
Sub Totals				\$593,368.20		\$761,085.00		\$643,455.00		\$807,572.00

STORM SEWER BID ITEMS

63 Remove and Dispose of Storm Sewer Manholes, All Sizes and Depths	EA	1	\$550.90	\$550.90	\$526.50	\$526.50	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
64 Remove and Dispose of Storm Sewer Inlets, All Sizes and Depths	EA	2	\$498.00	\$996.00	\$526.51	\$1,053.02	\$2,000.00	\$4,000.00	\$1,250.00	\$2,500.00
65 Remove and Dispose of Existing 12-inch Pipe (All Materials)	LF	125	\$13.20	\$1,650.00	\$9.90	\$1,237.50	\$20.00	\$2,500.00	\$15.00	\$1,875.00
66 Remove and Dispose of Existing 15-inch Pipe (All Materials)	LF	34	\$13.20	\$448.80	\$10.25	\$348.50	\$22.00	\$748.00	\$15.00	\$510.00
67 Remove and Dispose of Existing 18-inch Pipe (All Materials)	LF	28	\$13.20	\$369.60	\$11.25	\$315.00	\$25.00	\$700.00	\$20.00	\$560.00
68 Remove and Dispose of Existing 24-inch Pipe (All Materials)	LF	34	\$13.20	\$448.80	\$11.25	\$382.50	\$28.00	\$952.00	\$25.00	\$850.00
69 Remove and Dispose of Existing 36-inch Pipe (All Materials)	LF	6	\$22.00	\$132.00	\$12.50	\$75.00	\$40.00	\$240.00	\$30.00	\$180.00
70 Type C Manhole, 5-Foot Diameter, All Depths	EA	3	\$3,462.80	\$10,388.40	\$3,736.00	\$11,208.00	\$4,200.00	\$12,600.00	\$3,705.00	\$11,115.00
71 Type C Manhole, 6-Foot Diameter, All Depths	EA	1	\$9,333.10	\$9,333.10	\$5,888.00	\$5,888.00	\$9,300.00	\$9,300.00	\$4,250.00	\$4,250.00

72	Type C-1 Inlet	EA	2	\$3,684.60	\$7,369.20	\$3,603.00	\$7,206.00	\$4,300.00	\$8,600.00	\$4,750.00	\$9,500.00
73	Type BB Inlet	EA	2	\$3,198.70	\$6,397.40	\$2,813.00	\$5,626.00	\$3,600.00	\$7,200.00	\$3,000.00	\$6,000.00
74	27"x27" Catch Basin	EA	4	\$1,497.70	\$5,990.80	\$1,816.00	\$7,264.00	\$3,000.00	\$12,000.00	\$2,625.00	\$10,500.00
75	8-inch HDPE Pipe	LF	180	\$29.10	\$5,238.00	\$26.75	\$4,815.00	\$76.00	\$13,680.00	\$33.00	\$5,940.00
76	12-inch HDPE Pipe	LF	36	\$52.90	\$1,904.40	\$49.00	\$1,764.00	\$130.00	\$4,680.00	\$35.00	\$1,260.00
77	24-inch Reinforced Concrete Pipe	LF	855	\$100.40	\$85,842.00	\$89.00	\$76,095.00	\$78.00	\$66,690.00	\$78.00	\$66,690.00
78	48-inch Reinforced Concrete Pipe	LF	49	\$243.70	\$11,941.30	\$261.50	\$12,813.50	\$220.00	\$10,780.00	\$185.00	\$9,065.00
79	Plug, All Sizes	EA	4	\$438.60	\$1,754.40	\$425.00	\$1,700.00	\$990.00	\$3,960.00	\$1,000.00	\$4,000.00
80	Trench Safety System (5 to 10 foot Depths)	LF	891	\$0.30	\$267.30	\$6.20	\$5,524.20	\$4.00	\$3,564.00	\$3.00	\$2,673.00
81	Steel Plate Restrictor	EA	1	\$630.70	\$630.70	\$1,677.00	\$1,677.00	\$3,300.00	\$3,300.00	\$610.00	\$610.00
82	Rip Rap, 18-inch Thick	SY	70	\$90.30	\$6,321.00	\$71.00	\$4,970.00	\$76.00	\$5,320.00	\$80.00	\$5,600.00
Sub Totals					\$157,974.10		\$150,488.72		\$172,814.00		\$145,178.00

EXTRA BID ITEMS

83	Owner Held Contingency (3% of Total Base Unit Price)	LS	1	\$44,672.03	\$44,672.03	\$50,413.70	\$50,413.70	\$56,039.04	\$56,039.04	\$56,000.00	\$56,000.00
84	Replacement Tree: Oak Tree (4-inch)	EA	2	\$847.50	\$1,695.00	\$1,119.00	\$2,238.00	\$750.00	\$1,500.00	\$1,250.00	\$2,500.00
85	Replacement Tree: Crepe Myrtle (15 Gal)	EA	2	\$847.50	\$1,695.00	\$182.50	\$365.00	\$400.00	\$800.00	\$950.00	\$1,900.00
86	Spade and Relocate 10-Inch Oak Tree, Luella Ave Sta. 1+14	EA	1	\$1,356.00	\$1,356.00	\$1,178.00	\$1,178.00	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00
87	Spade and Relocate 10-Inch Oak Tree, Luella Ditch Sta. 1+06	EA	1	\$1,356.00	\$1,356.00	\$1,178.00	\$1,178.00	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00
88	Install Chain Link Gate for Outfall Access, Luella Ditch	EA	1	\$500.00	\$500.00	\$1,001.00	\$1,001.00	\$2,300.00	\$2,300.00	\$1,200.00	\$1,200.00
89	Install Utility Pole and Transfer Services, Including Removal and Disposal of Existing Utility Pole, Rerouting and Reconnecting Underground Electric, and Relocating Overhead Electric Lines, Complete in Place	LS	1	\$14,780.40	\$14,780.40	\$9,956.00	\$9,956.00	\$13,100.00	\$13,100.00	\$12,000.00	\$12,000.00
90	Remove and Salvage Electrical Equipment, including Motor, Control Box(s), Gate Sensors, and Buried Cable and Conduit)	LS	1	\$3,746.00	\$3,746.00	\$2,945.00	\$2,945.00	\$3,300.00	\$3,300.00	\$6,000.00	\$6,000.00
91	Hazardous Waste Handling - Removal, Transportation, and Disposal of PPCA Soil, All Types	CY	300	\$41.50	\$12,450.00	\$131.50	\$39,450.00	\$20.00	\$6,000.00	\$90.00	\$27,000.00
92	Preparatory Work for Sampling and Analysis of PPCA Soil, All Types	LS	1	\$7,189.20	\$7,189.20	\$3,535.00	\$3,535.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00
93	Trash Floatables	LS	1	\$6,961.00	\$6,961.00	\$3,027.00	\$3,027.00	\$7,710.96	\$7,710.96	\$3,500.00	\$3,500.00
94	Project Sign - 4'x 8' Post-mounted	EA	2	\$777.00	\$1,554.00	\$883.50	\$1,767.00	\$900.00	\$1,800.00	\$900.00	\$1,800.00
Sub Totals					\$97,954.63		\$117,053.70		\$109,550.00		\$134,900.00

CASH ALLOWANCE PRICE TABLE

95	Gate Motor, Control Box Equipment, and Gate Sensors (Materials Only)	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
96	CenterPoint Electric Reimbursement	LS	1	\$6,477.00	\$6,477.00	\$6,477.00	\$6,477.00	\$6,477.00	\$6,477.00	\$6,477.00	\$6,477.00
97	Fence for Kitty Easement	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Sub Totals					\$26,477.00		\$26,477.00		\$26,477.00		\$26,477.00

TOTAL BASE BID ITEMS					\$1,618,446.73		\$1,823,987.07		\$2,003,995.00		\$2,050,065.00
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ALTERNATE BID ITEMS

98	6-Inch Lime Stabilized Subgrade	SY	2,833	\$9.70	\$27,480.10	\$8.20	\$23,230.60	\$5.00	\$14,165.00	\$5.50	\$15,581.50
99	Hydrated Lime (6%)	TON	38	\$194.40	\$7,387.20	\$180.00	\$6,840.00	\$180.00	\$6,840.00	\$210.00	\$7,980.00
Sub Totals					\$34,867.30		\$30,070.60		\$21,005.00		\$23,561.50

TOTAL BASE + EXTRA BID ITEMS					\$1,653,314.03		\$1,854,057.67		\$2,025,000.00		\$2,073,626.50
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DeLo Elaine and Deer Park Manor Subdivision Drainage Improvements Bid Tabulation

Project ID: 1912-033-02
Bid Date: March 25, 2021
Owner: City of Deer Park

				5TH LOW BIDDER		6TH LOW BIDDER		7TH LOW BIDDER			
General Bid Items				Fused Industries		J Rivas Construction		Conrad Construction		ENGINEER'S ESTIMATE	
Item Description	Unit	Quantity		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1 Mobilization (3% Max)	LS	1		\$66,038.90	\$66,038.90	\$60,500.00	\$60,500.00	\$60,000.00	\$60,000.00	\$45,000.00	\$45,000.00
2 Traffic Control and Flagmen	LS	1		\$26,350.00	\$26,350.00	\$20,000.00	\$20,000.00	\$100,000.00	\$100,000.00	\$30,000.00	\$30,000.00
3 Clearing and Grubbing	AC	5.0		\$36,641.91	\$183,209.55	\$6,500.00	\$32,500.00	\$8,500.00	\$42,500.00	\$4,000.00	\$20,000.00
4 Tree Protection and Trimming, Including Root Pruning	LS	1		\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00	\$3,000.00	\$3,000.00
5 SWPPP Inspection and Maintenance, in Accordance to EPA and TCEQ Regulations and as Defined by the TPDES General Permit	Month	8		\$3,400.00	\$27,200.00	\$1,200.00	\$9,600.00	\$250.00	\$2,000.00	\$1,000.00	\$8,000.00
6 Reinforced Filter Fabric Fence	LF	320		\$1.50	\$480.00	\$3.25	\$1,040.00	\$5.00	\$1,600.00	\$2.00	\$640.00
7 Inlet Protection Barriers (Gravel Bag or Filter Fabric)	EA	12		\$100.00	\$1,200.00	\$55.00	\$660.00	\$150.00	\$1,800.00	\$100.00	\$1,200.00
8 Stabilized Construction Exit	SY	100		\$55.00	\$5,500.00	\$25.00	\$2,500.00	\$30.00	\$3,000.00	\$50.00	\$5,000.00
9 Rock Filter Dam - Type 2 or 4	LF	8		\$156.00	\$1,248.00	\$135.00	\$1,080.00	\$100.00	\$800.00	\$100.00	\$800.00
10 Block Sodding	SY	5,025		\$6.00	\$30,150.00	\$5.50	\$27,637.50	\$4.50	\$22,612.50	\$5.00	\$25,125.00
11 Hydromulch Seeding	AC	5		\$2,000.00	\$10,000.00	\$1,550.00	\$7,750.00	\$1,750.00	\$8,750.00	\$2,000.00	\$10,000.00
12 Remove and Dispose of Fence and Gates (All Types)	LF	693		\$9.00	\$6,237.00	\$8.00	\$5,544.00	\$10.00	\$6,930.00	\$10.00	\$6,930.00
13 Temporarily Remove and Reinstall Chain Link Fence (Luella Ditch Outfall)	LS	1		\$9,900.00	\$9,900.00	\$9,050.00	\$9,050.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
14 Temporarily Remove and Replace 6-foot Wood Fence (Kitty Outfall)	LS	1		\$17,000.00	\$17,000.00	\$15,500.00	\$15,500.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
15 Thermoplastic Pavement Markings, 24-inch Solid White Stop Bar (Luella Ave. and Regency St.)	LF	14		\$14.00	\$196.00	\$11.75	\$164.50	\$50.00	\$700.00	\$15.00	\$210.00
16 Thermoplastic Pavement Markings, 4-inch Broken White (10' Stripe w/30' Spacing) (Luella Lane Striping Sta. 0+70 to 3+00)	LF	115		\$2.50	\$287.50	\$4.50	\$517.50	\$5.00	\$575.00	\$5.00	\$575.00
17 Thermoplastic Pavement Markings, 4-inch Solid Yellow, (Luella CL Sta. 0+70 to 1+55 and Sta. 2+20 to 3+00)	LF	330		\$2.00	\$660.00	\$4.50	\$1,485.00	\$5.00	\$1,650.00	\$5.00	\$1,650.00
18 Reflective Marker, Type II-A-A, (Luella Center Line @ 40' Spacing)	EA	10		\$12.00	\$120.00	\$16.00	\$160.00	\$20.00	\$200.00	\$15.00	\$150.00
19 Blue Reflective Marker, Type II, Kitty St. Sta. 1+20	EA	1		\$15.00	\$15.00	\$18.00	\$18.00	\$20.00	\$20.00	\$40.00	\$40.00
20 Steel Handrail, Complete In Place	LF	30		\$248.00	\$7,440.00	\$100.00	\$3,000.00	\$165.00	\$4,950.00	\$120.00	\$3,600.00
21 18-foot Swing Gate, Painted Black	EA	1		\$2,490.00	\$2,490.00	\$3,850.00	\$3,850.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
22 6' Chain Link Fence w/ 3 Strand Barbed Wire	LF	61		\$57.00	\$3,477.00	\$55.00	\$3,355.00	\$100.00	\$6,100.00	\$70.00	\$4,270.00
23 Four Strand Barbed Wire Fence	LF	74		\$45.00	\$3,330.00	\$42.00	\$3,108.00	\$45.00	\$3,330.00	\$10.00	\$740.00
24 22-Foot Sliding Gate, 6' Chain Link w/ 3 Strand Barbed Wire, Complete	LS	1		\$5,100.00	\$5,100.00	\$5,800.00	\$5,800.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00
25 Install Gate Motor, Control Box, and Gate Sensors; Furnish and install Pull Boxes, Loop Detector and all associated Electric Wire and Conduit	LS	1		\$10,000.00	\$10,000.00	\$9,850.00	\$9,850.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
26 Roadway Excavation with Subgrade	CY	667		\$39.00	\$26,013.00	\$20.00	\$13,340.00	\$15.00	\$10,005.00	\$20.00	\$13,340.00
27 Excavation, Compaction and Grading for Backslope Swales	CY	187		\$24.00	\$4,488.00	\$25.00	\$4,675.00	\$15.00	\$2,805.00	\$35.00	\$6,545.00
28 Excavation, Compaction and Grading for Luella Ditch	CY	4,404		\$18.00	\$79,272.00	\$24.50	\$107,898.00	\$15.00	\$66,060.00	\$17.00	\$74,868.00
29 Excavation, Compaction and Grading for Detention Pond	CY	27,672		\$18.00	\$498,096.00	\$24.50	\$677,964.00	\$15.00	\$415,080.00	\$12.00	\$332,064.00
30 Embankment Fill	CY	173		\$8.00	\$1,384.00	\$20.00	\$3,460.00	\$10.00	\$1,730.00	\$10.00	\$1,730.00
31 Furnishing and Placing Topsoil	CY	1,856		\$27.00	\$50,112.00	\$38.00	\$70,528.00	\$15.00	\$27,840.00	\$15.00	\$27,840.00
32 1-inch Diameter Water Tap and Service Line with Meter Box, 200 PSI Polyethylene, Short Side	EA	1		\$1,600.00	\$1,600.00	\$850.00	\$850.00	\$1,500.00	\$1,500.00	\$600.00	\$600.00
33 1-inch Diameter Water Tap and Service Line with Meter Box, 200 PSI Polyethylene, Long Side	EA	8		\$600.00	\$4,800.00	\$9.75	\$78.00	\$2,250.00	\$18,000.00	\$1,000.00	\$8,000.00
Sub Totals					\$1,087,893.95		\$1,107,462.50		\$844,537.50		\$646,417.00

SANITARY BID ITEMS

34 Adjust Sanitary Manhole to Grade	EA	7		\$650.00	\$4,550.00	\$550.00	\$3,850.00	\$1,000.00	\$7,000.00	\$500.00	\$3,500.00
35 Abandon and Fill Existing Sanitary Manhole	EA	1		\$500.00	\$500.00	\$2,200.00	\$2,200.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
36 Remove and Dispose of 4-inch Sanitary Sewer	LF	25		\$67.00	\$1,675.00	\$8.00	\$200.00	\$50.00	\$1,250.00	\$10.00	\$250.00
37 Remove and Dispose of 6-inch Sanitary Sewer	LF	20		\$70.00	\$1,400.00	\$8.00	\$160.00	\$50.00	\$1,000.00	\$12.00	\$240.00
38 Remove and Dispose of 8-inch Sanitary Sewer	LF	22		\$66.00	\$1,452.00	\$10.00	\$220.00	\$50.00	\$1,100.00	\$15.00	\$330.00
39 Remove and Dispose of 24-inch Sanitary Sewer	LF	648		\$56.00	\$36,288.00	\$10.00	\$6,480.00	\$20.00	\$12,960.00	\$25.00	\$16,200.00
40 4-inch PVC Sanitary Sewer Line by Open Cut	LF	25		\$33.00	\$825.00	\$60.00	\$1,500.00	\$125.00	\$3,125.00	\$60.00	\$1,500.00
41 6-inch PVC Sanitary Sewer Line by Open Cut	LF	20		\$45.00	\$900.00	\$60.00	\$1,200.00	\$150.00	\$3,000.00	\$65.00	\$1,300.00
42 8-inch PVC Sanitary Sewer Line by Open Cut	LF	22		\$45.00	\$990.00	\$75.00	\$1,650.00	\$225.00	\$4,950.00	\$100.00	\$2,200.00
43 24-inch PVC Sanitary Sewer Line by Open Cut	LF	31		\$91.00	\$2,821.00	\$130.00	\$4,030.00	\$300.00	\$9,300.00	\$200.00	\$6,200.00
Sub Totals					\$51,401.00		\$21,490.00		\$45,185.00		\$32,220.00

PAVING BID ITEMS

44 Remove and Dispose of Concrete Pavement, All Thicknesses (including Base and Subgrade, w/ or w/o Curb, All Depths)	SY	2,675		\$6.00	\$16,050.00	\$9.00	\$24,075.00	\$7.50	\$20,062.50	\$8.00	\$21,400.00
45 Remove and Dispose of Concrete Driveways & Slope Paving, All Thicknesses	SY	1,593		\$6.00	\$9,558.00	\$9.00	\$14,337.00	\$11.00	\$17,523.00	\$8.00	\$12,744.00
46 Remove and Dispose of Concrete Sidewalk, All Thicknesses	SY	473		\$5.00	\$2,365.00	\$9.00	\$4,257.00	\$7.50	\$3,547.50	\$7.00	\$3,311.00
47 Concrete Driveways, 6-inch Thick and Including Excavation	SY	1,541		\$73.00	\$112,493.00	\$69.75	\$107,484.75	\$75.00	\$115,575.00	\$70.00	\$107,870.00
48 4-inch Thick Concrete Sidewalk	SY	474		\$60.00	\$28,440.00	\$63.00	\$29,862.00	\$65.00	\$30,810.00	\$55.00	\$26,070.00
49 6-inch Concrete Curb	LF	1,022		\$3.00	\$3,066.00	\$6.00	\$6,132.00	\$4.00	\$4,088.00	\$5.00	\$5,110.00
50 ADA Pedestrian Curb Ramps with Detectable Warning Surface	SF	280		\$15.00	\$4,200.00	\$16.75	\$4,690.00	\$20.00	\$5,600.00	\$15.00	\$4,200.00
51 7-inch Thick Reinforced Concrete Pavement High Early Strength	SY	1,222		\$43.00	\$52,546.00	\$76.50	\$93,483.00	\$80.00	\$97,760.00	\$65.00	\$79,430.00
52 6-inch Thick Reinforced Concrete Pavement	SY	1,453		\$39.00	\$56,667.00	\$67.50	\$98,077.50	\$72.00	\$104,616.00	\$55.00	\$79,915.00
53 6-inch Cement Stabilized Sand	SY	2,833		\$27.00	\$76,491.00	\$28.50	\$80,740.50	\$14.00	\$39,662.00	\$10.00	\$28,330.00
54 Temporary Asphalt Roadway including 6-inch Flexible Base, Tack Coat, 1-1/2-inch Type D HMAC surface and associated grading , maintenance	SY	167		\$70.00	\$11,690.00	\$110.00	\$18,370.00	\$75.00	\$12,525.00	\$50.00	\$8,350.00
55 Remove and Dispose of Temporary Asphalt Roadway	SY	167		\$8.00	\$1,336.00	\$10.00	\$1,670.00	\$15.00	\$2,505.00	\$8.00	\$1,336.00
56 9-inch Thick Concrete Headwall Structure, 31-Foot Width, Luella Ditch Sta 0+39	LS	1		\$8,800.00	\$8,800.00	\$18,000.00	\$18,000.00	\$33,000.00	\$33,000.00	\$7,000.00	\$7,000.00
57 Concrete Headwall/Wingwall Structure for 48-inch RCP, Luella Ditch Sta 11+05	LS	1		\$14,600.00	\$14,600.00	\$15,250.00	\$15,250.00	\$42,000.00	\$42,000.00	\$5,000.00	\$5,000.00
58 Concrete Headwall/Wingwall Outfall Strucure for 48-inch RCP, 30 Degree Skew, Luella Ditch Sta 11+52	LS	1		\$25,300.00	\$25,300.00	\$15,250.00	\$15,250.00	\$50,000.00	\$50,000.00	\$7,000.00	\$7,000.00
59 Concrete Headwall/Wingwall for 24-inch RCP, 30 Degree Skew, Kitty Street Outfall and Detention Pond Outfall	EA	2		\$8,500.00	\$17,000.00	\$8,200.00	\$16,400.00	\$33,500.00	\$67,000.00	\$4,000.00	\$8,000.00
60 Reinforced Concrete Slope Paving, 6-inch Thick, including 4" Weepholes	SY	1,644		\$90.00	\$147,960.00	\$69.75	\$114,669.00	\$73.00	\$120,012.00	\$70.00	\$115,080.00
61 Reinforced Concrete Slope Paving for 8-inch HDPE Outfalls	EA	4		\$720.00	\$2,880.00	\$1,450.00	\$5,800.00	\$1,500.00	\$6,000.00	\$400.00	\$1,600.00
62 Concrete Pilot Channel, 8-foot Width, 6-inch Thick	SY	1,584		\$60.00	\$95,040.00	\$70.65	\$111,909.60	\$78.50	\$124,344.00	\$70.00	\$110,880.00
Sub Totals					\$686,482.00		\$780,457.35		\$896,630.00		\$632,626.00

STORM SEWER BID ITEMS

63 Remove and Dispose of Storm Sewer Manholes, All Sizes and Depths	EA	1		\$500.00	\$500.00	\$550.00	\$550.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
64 Remove and Dispose of Storm Sewer Inlets, All Sizes and Depths	EA	2		\$500.00	\$1,000.00	\$550.00	\$1,100.00	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00
65 Remove and Dispose of Existing 12-inch Pipe (All Materials)	LF	125		\$20.00	\$2,500.00	\$25.00	\$3,125.00	\$25.00	\$3,125.00	\$10.00	\$1,250.00
66 Remove and Dispose of Existing 15-inch Pipe (All Materials)	LF	34		\$25.00	\$850.00	\$25.00	\$850.00	\$30.00	\$1,020.00	\$15.00	\$510.00
67 Remove and Dispose of Existing 18-inch Pipe (All Materials)	LF	28		\$26.00	\$728.00	\$25.00	\$700.00	\$35.00	\$980.00	\$20.00	\$560.00
68 Remove and Dispose of Existing 24-inch Pipe (All Materials)	LF	34		\$26.00	\$884.00	\$30.00	\$1,020.00	\$40.00	\$1,360.00	\$25.00	\$850.00
69 Remove and Dispose of Existing 36-inch Pipe (All Materials)	LF	6		\$43.00	\$258.00	\$30.00	\$180.00	\$100.00	\$600.00	\$40.00	\$240.00
70 Type C Manhole, 5-Foot Diameter, All Depths	EA	3		\$2,960.00	\$8,880.00	\$5,450.00	\$16,350.00	\$4,150.00	\$12,450.00	\$3,500.00	\$10,500.00
71 Type C Manhole, 6-Foot Diameter, All Depths	EA	1		\$5,400.00	\$5,400.00	\$5,850.00	\$5,850.00	\$6,500.00	\$6,500.00	\$4,600.00	\$4,600.00

72	Type C-1 Inlet	EA	2	\$3,800.00	\$7,600.00	\$3,200.00	\$6,400.00	\$3,700.00	\$7,400.00	\$4,200.00	\$8,400.00
73	Type BB Inlet	EA	2	\$3,200.00	\$6,400.00	\$3,200.00	\$6,400.00	\$3,900.00	\$7,800.00	\$4,000.00	\$8,000.00
74	27"x27" Catch Basin	EA	4	\$1,400.00	\$5,600.00	\$2,200.00	\$8,800.00	\$2,250.00	\$9,000.00	\$2,400.00	\$9,600.00
75	8-inch HDPE Pipe	LF	180	\$33.00	\$5,940.00	\$38.00	\$6,840.00	\$75.00	\$13,500.00	\$45.00	\$8,100.00
76	12-inch HDPE Pipe	LF	36	\$39.00	\$1,404.00	\$45.00	\$1,620.00	\$100.00	\$3,600.00	\$65.00	\$2,340.00
77	24-inch Reinforced Concrete Pipe	LF	855	\$91.00	\$77,805.00	\$75.00	\$64,125.00	\$185.00	\$158,175.00	\$120.00	\$102,600.00
78	48-inch Reinforced Concrete Pipe	LF	49	\$230.00	\$11,270.00	\$210.00	\$10,290.00	\$450.00	\$22,050.00	\$300.00	\$14,700.00
79	Plug, All Sizes	EA	4	\$1,100.00	\$4,400.00	\$250.00	\$1,000.00	\$1,200.00	\$4,800.00	\$500.00	\$2,000.00
80	Trench Safety System (5 to 10 foot Depths)	LF	891	\$3.00	\$2,673.00	\$2.00	\$1,782.00	\$5.00	\$4,455.00	\$4.00	\$3,564.00
81	Steel Plate Restrictor	EA	1	\$1,850.00	\$1,850.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
82	Rip Rap, 18-inch Thick	SY	70	\$150.00	\$10,500.00	\$55.00	\$3,850.00	\$95.00	\$6,650.00	\$110.00	\$7,700.00
Sub Totals					\$156,442.00		\$142,632.00		\$268,965.00		\$189,514.00

EXTRA BID ITEMS

83	Owner Held Contingency (3% of Total Base Unit Price)	LS	1	\$64,115.00	\$64,115.00	\$55,184.25	\$55,184.25	\$61,660.00	\$61,660.00	\$45,000.00	\$45,000.00
84	Replacement Tree: Oak Tree (4-inch)	EA	2	\$1,800.00	\$3,600.00	\$1,250.00	\$2,500.00	\$2,000.00	\$4,000.00	\$500.00	\$1,000.00
85	Replacement Tree: Crepe Myrtle (15 Gal)	EA	2	\$626.00	\$1,252.00	\$1,800.00	\$3,600.00	\$750.00	\$1,500.00	\$350.00	\$700.00
86	Spade and Relocate 10-Inch Oak Tree, Luella Ave Sta. 1+14	EA	1	\$8,700.00	\$8,700.00	\$2,800.00	\$2,800.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
87	Spade and Relocate 10-Inch Oak Tree, Luella Ditch Sta. 1+06	EA	1	\$8,700.00	\$8,700.00	\$2,800.00	\$2,800.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
88	Install Chain Link Gate for Outfall Access, Luella Ditch	EA	1	\$3,100.00	\$3,100.00	\$3,800.00	\$3,800.00	\$2,500.00	\$2,500.00	\$750.00	\$750.00
89	Install Utility Pole and Transfer Services, Including Removal and Disposal of Existing Utility Pole, Rerouting and Reconnecting Underground Electric, and Relocating Overhead Electric Lines, Complete in Place	LS	1	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$15,000.00	\$15,000.00	\$53,000.00	\$53,000.00
90	Remove and Salvage Electrical Equipment, including Motor, Control Box(s), Gate Sensors, and Buried Cable and Conduit)	LS	1	\$5,400.00	\$5,400.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
91	Hazardous Waste Handling - Removal, Transportation, and Disposal of PPCA Soil, All Types	CY	300	\$117.00	\$35,100.00	\$36.00	\$10,800.00	\$75.00	\$22,500.00	\$50.00	\$15,000.00
92	Preparatory Work for Sampling and Analysis of PPCA Soil, All Types	LS	1	\$3,100.00	\$3,100.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
93	Trash Floatables	LS	1	\$8,500.00	\$8,500.00	\$6,200.00	\$6,200.00	\$6,000.00	\$6,000.00		
94	Project Sign - 4'x 8' Post-mounted	EA	2	\$1,100.00	\$2,200.00	\$1,250.00	\$2,500.00	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00
Sub Totals					\$161,767.00		\$121,184.25		\$131,160.00		\$125,450.00

CASH ALLOWANCE PRICE TABLE

95	Gate Motor, Control Box Equipment, and Gate Sensors (Materials Only)	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
96	CenterPoint Electric Reimbursement	LS	1	\$6,477.00	\$6,477.00	\$6,477.00	\$6,477.00	\$6,477.00	\$6,477.00	\$6,477.00	\$6,477.00
97	Fence for Kitty Easement	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Sub Totals					\$26,477.00		\$26,477.00		\$26,477.00		\$26,477.00

TOTAL BASE BID ITEMS					\$2,170,462.95		\$2,199,703.10		\$2,212,954.50		\$1,652,704.00
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ALTERNATE BID ITEMS

98	6-inch Lime Stabilized Subgrade	SY	2,833	\$8.00	\$22,664.00	\$12.50	\$35,412.50	\$8.00	\$22,664.00	\$8.00	\$22,664.00
99	Hydrated Lime (6%)	TON	38	\$215.00	\$8,170.00	\$195.00	\$7,410.00	\$225.00	\$8,550.00	\$225.00	\$8,550.00
Sub Totals					\$30,834.00		\$42,822.50		\$31,214.00		\$31,214.00

TOTAL BASE + EXTRA BID ITEMS					\$2,201,296.95		\$2,242,525.60		\$2,244,168.50		\$1,683,918.00
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Legislation Details (With Text)

File #: MIN 21-040 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 4/13/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Approval of minutes of workshop meeting on April 06, 2021.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_040621](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Approval of minutes of workshop meeting on April 06, 2021.

Summary:

Fiscal/Budgetary Impact:

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS
HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON
APRIL 06, 2021 BEGINNING AT 7:00 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.
SHERRY GARRISON
TJ HAIGHT
TOMMY GINN
RON MARTIN
RAE SINOR

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the workshop to order at 7:00 p.m.
2. COMMENTS FROM AUDIENCE – No comments received.
3. ANNUAL UPDATE ON ACTIVITIES OF THE SOUTH EAST TEXAS HOUSING FINANCE CORPORATION AND THE DEER PARK HOUSING MARKET FROM TROY COTHRAN – Troy Cothran, President of SETH, gave an overview of the annual SETH activities report which included details of the 5 Star and SethGoldStar Programs which assisted 128 homebuyers with down payment and closing cost assistance totaling \$927,867. The City of Deer Park helped 18 families with their home purchase. Mr. Cothran spoke of the Mortgage Credit Certificate Program (MCC) grant that allows the homeowner a direct tax credit up to \$2000 per year for the amount mortgage interest that is paid. There is also a four hour long SETH Homebuyer Education Course that is required for potential buyers to participate in. Mr. Cothran advised Council of the active listings currently on the market, pending home sales in Deer Park and the sale price trends from 2011-2021. (Exhibit A1-A6)
4. DISCUSSION OF ISSUES RELATING TO ENTERING INTO AN AGREEMENT FOR ARCHITECTURAL SERVICES WITH THE ARCHITECTURAL FIRM PGAL FOR DESIGN OF THE DEER PARK EMERGENCY OPERATION CENTER ADDITION,

RECONFIGURATION OF THE EXISTING EOC AND DISPATCH CENTER AS WELL AS THE EXPANSION OF THE RECORDS UNIT AT THE DEER PARK POLICE DEPARTMENT – City Engineer Adam Ballesteros advised Council of the agreement with PGAL for architectural services that has been negotiated for the new EOC building.

Assistant City Manager Gary Jackson highlighted the history of the project and advised Council of some negotiation details.

Mr. Jackson commented, “Originally, even though it is not part of the project, but it has to be done at the same time, there were some jail software, security software, a number of different things that were old and outdated and had to be changed anyway. The Information Technology Department (I.T.) was heading up that process of looking at all those items. I think that was in the neighborhood of about \$370,000 worth of equipment that has to be upgraded from the original facility. We determined from looking at the project that if we had the Architect and their Technology Sub-Consultant doing parts of the project, our Information Technology Department (I.T.) doing parts of the project and the General Contract working trying to remodel and adding on to the building, that is a lot of different moving parts. Collectively, the decision was to have all the items that were to be done and overseen by Staff, would all be pulled in underneath the Architect’s contract with one responsible party. PGAL and their subcontractor Ferguson Consulting Engineering, will be handling the technology component of the project. The cost of that did increase from the December amount presented before you and the Crime Control and Prevention District because some of those items that were being handled by Staff will now be handled by the umbrella of the contract.”

Councilwoman Sinor asked, “Does this amount cover to the end of the project?”

Paul Bonnette with PGAL responded, “Yes, it does from this point in the design all the way through the end of construction. Ferguson Consulting Engineering will work on the security and the Information Technology (I.T.) specifications and design, audio/visual system along with some of the jail control systems as well back in the existing building. We will be getting input from the Police Department and the Information Technology Department (I.T.) to make sure that what we are drawing and specifying, meets the City’s requirements.”

5. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:22 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: MIN 21-041 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 4/13/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Approval of minutes of regular meeting on April 06, 2021.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_040621](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Approval of minutes of regular meeting on April 06, 2021.

Summary:

Fiscal/Budgetary Impact:

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1778TH REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON APRIL 06, 2021 AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.
SHERRY GARRISON
TJ HAIGHT
TOMMY GINN
RON MARTIN
RAE SINOR

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.
2. INVOCATION – The invocation was given by Councilwoman Sinor.
3. PLEDGE OF ALLEGIANCE – Councilman Haight led the Pledge of Allegiance to the United States Flag and led the Texas Flag Pledge.
4. COMMENTS FROM THE AUDIENCE – No comments received.
5. RECOGNITION OF DEER PARK HIGH SCHOOL CHEER SQUAD – Deer Park High School Head Coach Courtney McGlenn along with Assistant Coach Stephanie Harrison introduced the cheerleading competition team and recognized them for having the highest score in the 2021 NCA National Cheerleaders Association Championship. Mayor Mouton proclaimed March 06, 2021 as Deer Park High School Cheer Day.
6. PRESENTATION OF THE 2020 ACHIEVEMENT OF LIBRARY EXCELLENCE AWARD – Director of Library Services Rebecca Pool gave an overview of the 2020 Achievement in Library Excellence Award the Deer Park Public Library received for demonstrating excellence in areas required to qualify that includes Summer Reading Programs, enhancements to service, marketing materials and literacy support. This is the seventh year that the Deer Park Library has received the award.

7. PROCLAMATION FOR NATIONAL LIBRARY WEEK 2021 – Mayor Mouton presented a proclamation to Library Director Rebecca Pool in recognition of National Library Week 2021 and proclaimed April 4–10, 2021 as National Library Week.
8. CONSENT CALENDAR – Motion was made by Councilman Ginn and seconded by Councilwoman Sinor to approve the consent calendar as follows:
 - a. Approval of minutes of workshop meeting on March 16, 2021.
 - b. Approval of minutes of regular meeting on March 16, 2021.
 - c. Approval of minutes of special meeting on March 29, 2021.
 - d. Approval of the revised policies and procedures for Boards and Commissions.
 - e. Acceptance of completion for the purchase and installation two (2) walking bridges in Dow Park and release of final payment and retainage to T.F. Harper, LLC.
 - f. Acceptance and release of retainage for the Emergency Sewer Failure on Downing Circle/Pasadena Blvd. Intersection project.

Motion carried 6 to 0.

9. CONSIDERATION OF AND ACTION ON AUTHORIZATION FOR THE PURCHASE AND INSTALLATION OF TWO (2) PEDESTRIAN BRIDGES IN DOW PARK FROM T.F. HARPER AND ASSOCIATES VIA THE BUYBOARD CONTRACT #592-19 – Motion was made by Councilwoman Garrison and seconded by Councilman Haight on authorization to for the purchase and installation of two (2) pedestrian bridges in Dow Park from T.F. Harper and Associates via the Buy Board contract #592-19. Motion carried 6 to 0.
10. CONSIDERATION OF AND ACTION ON APPROVAL TO PAY SUPERION-CENTRALSQUARE AGENCY LICENSING FEES FOR RMS/CAD SOFTWARE MAINTENANCE – Motion was made by Councilman Ginn and seconded by Councilman Haight on approval to pay Superion-Centralsquare Agency Licensing fees for RMS/CAD software maintenance. Motion carried 6 to 0.
11. CONSIDERATION OF AND ACTION ON RENEWING THE CONTRACT WITH RICHMOND PRINTING FOR THE PRINTING OF THE CITY MESSENGER – Motion was made by Councilwoman Sinor and seconded by Councilman Martin to renew the contract with Richmond Printing for the printing of the City Messenger. Motion carried 6 to 0.
12. CONSIDERATION OF AND ACTION ON ENTERING INTO AN AGREEMENT FOR ARCHITECTURAL SERVICES WITH THE ARCHITECTURAL FIRM PGAL FOR DESIGN OF THE DEER PARK EMERGENCY OPERATION CENTER ADDITION, RECONFIGURATION OF THE EXISTING EOC AND DISPATCH

CENTER AS WELL AS THE EXPANSION OF THE RECORDS UNIT AT THE DEER PARK POLICE DEPARTMENT – Motion was made by Councilwoman Sinor and seconded by Councilwoman Garrison to approve entering into an agreement for architectural services with the Architectural Firm PGAL for design of the Deer Park Emergency Operation Center addition, reconfiguration of the existing EOC and Dispatch Center as well as the expansion of the Records unit at the Deer Park Police Department. Motion carried 6 to 0.

13. CONSIDERATION OF AND ACTION ON A RESOLUTION FOR SUPPORT OF LEGISLATION FOR THE ENHANCED STRUCTURE OF THE GREATER HARRIS COUNTY 9-1-1 SYSTEM – After a proposed resolution was read by caption, motion was made by Councilman Ginn and seconded by Councilwoman Sinor to adopt Resolution No. 2021-01, captioned as follows:

A RESOLUTION TO BE ADOPTED IN SUPPORT OF THE GREATER HARRIS COUNTY 9-1-1 EMERGENCY NETWORK'S LEGISLATIVE EFFORT TO CONTINUE THE TECHNOLOGICAL ENHANCEMENTS AND OPERATIONAL ADVANCEMENTS OF THE 9-1-1 SYSTEM TO BETTER SERVE THE 9-1-1 EMERGENCY NEEDS IN HARRIS AND FORT BEND COUNTIES.

Motion carried 6 to 0.

14. ADJOURN – Mayor Mouton adjourned the meeting at 7:53 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: MIN 21-042 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 4/13/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Approval of minutes of joint meeting on April 12, 2021.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_Joint_041221\(DPISD\)](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Approval of minutes of joint meeting on April 12, 2021.

Summary:

Fiscal/Budgetary Impact:

Approval

CITY OF DEER PARK

CC 82-138

EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

A JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK AND THE BOARD OF TRUSTEES OF THE DEER PARK INDEPENDENT SCHOOL DISTRICT TO BE HELD AT THE DEER PARK ISD EDUCATION SUPPORT CENTER, LONESTAR ROOM A, B, & C 2800 TEXAS AVENUE, DEER PARK, TEXAS ON APRIL 12, 2021, AT 6:15 P.M. WITH THE FOLLOWING MEMBERS PRESENT:

CITY OFFICIALS PRESENT:

JERRY MOUTON, JR	MAYOR
SHERRY GARRISON	COUNCILWOMAN
TJ HAIGHT	COUNCILMAN
TOMMY GINN	COUNCILMAN
BILL PATTERSON	COUNCILMAN
RON MARTIN	COUNCILMAN
RAE A. SINOR	COUNCILWOMAN
JAY STOKES	CITY MANAGER
GARY JACKSON	ASSISTANT CITY MANAGER
SHANNON BENNETT	CITY SECRETARY
CHARLIE SANDBERG	DIRECTOR OF PARKS AND RECREATION
JAMIE COX	PARKS AND RECREATION COMMISSIONER
KRISTIN EDWARDS	PUBLIC RELATIONS/MARKETING ADMINISTRATOR

SCHOOL OFFICIALS PRESENT:

LYNN KIRKPATRICK	PRESIDENT
JASON CABLE	DPISD BOARD MEMBER
BRENDA COTHRAN	DPISD BOARD MEMBER
KEN DONNELL	DPISD BOARD MEMBER
LEE GIDDENS	DPISD BOARD MEMBER
RHONDA LOWE	DPISD BOARD MEMBER
JASON MORRIS	DPISD BOARD MEMBER
STEPHEN HARRELL	SUPERINTENDENT
PEACHES MCCROSKEY	DEPUTY SUPERINTENDENT
RONDA KOUBA	ASSISTANT SUPERINTENDENT
STEVE CORRY	ASSISTANT SUPERINTENDENT

DAVID EDGAR
MATT LUCAS
TIFFANY REGAN
JANET BYERS

ASSISTANT SUPERINTENDENT
DIRECTOR OF COMMUNICATIONS
INCOMING ASSISTANT SUPERINTENDENT
COORDINATOR FOR SUPERINTENDENT
BOARD OF TRUSTEES

1. CALL TO ORDER – School Board President Lynn Kirkpatrick called the Joint Workshop to order on behalf of the Deer Park Independent School District and Mayor Jerry Mouton called the Joint Workshop to order on behalf of the City of Deer Park.

Stephen Harrell thanked City Council for their participation in Student Government Day.

2. ISSUES AFFECTING DEER PARK INDEPENDENT SCHOOL DISTRICT -

CTE Presentation - Whitney Weaver and Kayla Yates gave an overview of the CTE Program and highlighted the CTE numbers 9th-12th grade, CTE social media, new electives canvas course, CTE Student Spotlight, CTE Alumni interviews, Spotlight on CTE Programs, CTE monthly guest speakers, Industry-based certifications and Co-Op/Practicum. The discussion ended with a presentation of students throughout all of the CTE classes and programs.

Overview and Purpose of AVID – District Director for AVID Lisa Myer gave an overview of the AVID Program to include the timeline of AVID in the Deer Park Independent School District, number of students impacted, AVID secondary data and DPISD gaining the AVID National Demonstration School status in 2020. Ms. Myers introduced a current AVID student Fabian Gonzalez who shared his experience with AVID and how it shaped him as a better student, especially in areas of “time management” and “planning ahead”. Mr. Gonzalez has been accepted to Texas A&M. AVID has allowed him the time to apply for scholarships that will be supplying scholarship funds for half of his tuition.

Early College Academy – South Campus Counselor Angela Butler-Carter highlighted traditional Dual Credit, Early College and discussed current students that included their profiles of success, majors and career paths.

COVID-19 Update – Assistant Superintendent Steve Corry gave a summary of an update for COVID-19 that included face to face attendance numbers, COVID-19 restrictions/protocols, COVID-19 recovery strategies using best practices and resources and the indirect successes of the District.

3. ISSUES AFFECTING THE CITY OF DEER PARK -

City Manager James Stokes thanked the Deer Park School District Board Members and Administrators for their service on behalf of the City.

Type B Sales Tax Election on May 1, 2021 – City Manager Jay Stokes gave an overview of the five propositions that addresses the wants and needs of the City to include drainage improvements, new fire stations, street equipment and sidewalks and a new Jimmy Burke Center with a visitor center and museum. Mr. Stokes emphasized that the debt required to complete these projects will not increase the ad valorem tax rates.

Mr. Stokes commented, “We have accumulated a pretty big amount of extra funds that, quite frankly, our hands are tied and we are not able to spend because of how it is set up. If this passes and we have those new uses and the available funds, we can go into the existing facilities like the soccer complex, baseball complex and the softball complex to do improvements that we are currently not authorized to do that would include new parking.”

General Obligation Bond Propositions Election on May 1, 2021 – A video featuring the General Obligation Bond Election propositions was presented and included detailed information of:

- a. Drainage Projects
- b. Fire Stations
- c. Street Improvements
- d. Jimmy Burke Activity Center

Mayor Mouton gave an overview of the ideas and concepts behind the proposed propositions and the collective participation from City Staff to come up with the ballot language that will be utilized to conduct the General Obligation Bond Election and details of funding.

Mayor Mouton commented, “It is to the testament to our City Staff and the commitment of Council that makes sure the needed resources are allocated to have the best that we can afford and to manage our budget just as well as the school district. The combination of all that is what makes our Community unique. I have tried to find in some comparison, but I just can’t find another Community that has the same semblance of the school district, the City and all the influential leaders easily accessible and working together for an end result that produces a very high quality of life.”

Public Relations/Marketing Administrator Kristin Edwards gave an overview of the digital resources for voters for the upcoming election and highlighted the multi-platform approach including the City Website with informational links to view an

- explanatory brochure, informational posters and voter information documents on the City Secretary's Elections page, Facebook webpage and Instagram webpage.
4. DISCUSSION OF ISSUES JOINTLY AFFECTING DEER PARK INDEPENDENT SCHOOL DISTRICT AND THE CITY OF DEER PARK – No issues were discussed.
 5. DISCUSSION OF FUTURE MEETINGS – The consensus of the Board of Trustees and City Council was to continue meeting, but no determination as to when the meetings should occur.
 6. ADJOURNMENT – School Board President Lynn Kirkpatrick adjourned the workshop meeting on behalf of the Deer Park Independent School District and Mayor Mouton adjourned the workshop meeting on behalf of the City of Deer Park at 8:08 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton
Mayor



Legislation Details (With Text)

File #: TAXR 21-042 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 3/30/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Approval of tax refund to Glenwood Trails LP in the amount of \$3,528.00 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Approval of tax refund to Glenwood Trails LP in the amount of \$3,528.00 due to a value decrease granted by Harris County Appraisal District.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Glenwood Trails LP in the total amount of \$3,528.00 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #30 (Acct. #132-458-000-0001).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Glenwood Trails LP.



Legislation Details (With Text)

File #: TAXR 21-043 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 3/30/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Approval of tax refund to Glenwood Trails LP in the amount of \$3,634.54 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Approval of tax refund to Glenwood Trails LP in the amount of \$3,634.54 due to a value decrease granted by Harris County Appraisal District.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Glenwood Trails LP in the total amount of \$3,634.54 due to a value decrease granted by Harris County Appraisal District on the 2019 Correction Roll #19 (Acct. #132-458-000-0001).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Glenwood Trails LP.



Legislation Details (With Text)

File #: TAXR 21-044 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 3/30/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Approval of tax refund to W. D. Lawther in the amount of \$5,320.64 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Approval of tax refund to W. D. Lawther in the amount of \$5,320.64 due to a value decrease granted by Harris County Appraisal District.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

W. D. Lawther in the total amount of \$5,320.64 due to a value decrease granted by Harris County Appraisal District on the 2020 Correction Roll #07 (Acct. #011-319-000-0145).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to W. D. Lawther.



Legislation Details (With Text)

File #: TAXR 21-045 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 3/30/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Approval of tax refund to Pop Hutcheson PLLC in the amount of \$8,381.15 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Approval of tax refund to Pop Hutcheson PLLC in the amount of \$8,381.15 due to a value decrease granted by Harris County Appraisal District.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Popp Hutcheson PLLC in the total amount of \$8,381.15 due to a value decrease granted by Harris County Appraisal District on the 2020 Correction Roll #07 (Acct. #124-798-002-0001).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Popp Hutcheson PLLC.



Legislation Details (With Text)

File #: TAXR 21-046 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 3/30/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Approval of tax refund to Patricia Boone in the amount of \$651.18 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Approval of tax refund to Patricia Boone in the amount of \$651.18 due to a value decrease granted by Harris County Appraisal District.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Patricia Boone in the total amount of \$651.18 due to a value decrease granted by Harris County Appraisal District on the 2017 Correction Roll #41 (Acct. #119-248-001-0017).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Patricia Boone.



Legislation Details (With Text)

File #: TAXR 21-047 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 3/30/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Approval of tax refund to Patricia Boone in the amount of \$1,422.00 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Approval of tax refund to Patricia Boone in the amount of \$1,422.00 due to a value decrease granted by Harris County Appraisal District.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Patricia Boone in the total amount of \$1,422.00 due to a value decrease_ granted by Harris County Appraisal District on the 2017 Correction Roll #41 (Acct. #119-248-001-0025).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Patricia Boone.



Legislation Details (With Text)

File #: ACT 21-007 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 4/6/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Acceptance of the Quarterly Financial Report for the Fiscal Year 2020-2021 first quarter ended December 31, 2020.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [2021 1Q Financial Report](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Acceptance of the Quarterly Financial Report for the Fiscal Year 2020-2021 first quarter ended December 31, 2020.

Summary:

The City's quarterly financial report for the Fiscal Year 2020-2021 first quarter ended December 31, 2020 reports the preliminary and unaudited results for the first three months of the fiscal year (October 2020 - December 2020). In summary, the fiscal year-to-date revenues of the Governmental Funds - the General, Debt Service, Golf Course Lease, Special Revenue, and Capital Improvement Bond Funds - are approximately \$21.8 million. The annual budget for these revenues, as amended, is \$44.9 million. Revenues primarily represent ad valorem (property) taxes. These tax collections for residential and commercial properties, including delinquent taxes and associated penalties and interest, are \$10.2 million through December 2020. The industrial in-lieu of taxes revenues of \$11.6 million through December 2020 represent 93.8 percent of the amount budgeted for these revenues. The City's first quarter sales tax revenues of \$546,400 represent 9.2 percent of the annual budget but are 16.9 percent lower than the prior year's first quarter. While the unfavorable comparison to the prior year reflects the ongoing impact of Covid-19, these revenues are also being impacted by changes resulting from federal legislation effective in July 2020 prohibiting state and local sales tax on internet service. Total expenditures of the Governmental Funds are approximately \$8.4 million for the first quarter.

Utility Fund revenues, including the Water/Sewer Fund and the Storm Water Fund, total approximately \$2.1 million through December 2020, which is 10.2 percent above the prior year's first quarter results. This difference reflects the 5 percent rate increase in the new fiscal year and increased water usage for the first quarter. Total expenses of these enterprise funds are \$1.6 million for the first quarter, which is 6.2 percent higher than the prior year's quarterly results.

The \$492,100 of expenditures in the Capital Improvements Fund for the first quarter primarily

represent drainage projects but also include sidewalk projects and the new sign at the Jimmy Burke Activity Center.

Revenues for the special revenue districts (the Crime Control and Prevention District and the Fire Control Prevention and EMS District), primarily represent sales tax collections. For the first three months of the fiscal year, combined revenues for both districts total \$272,000, which is 16.8 percent lower than the prior year's first quarter. Combined expenditures total \$574,900, which is 10.4 percent lower than the prior year's first quarter.

First quarter revenues of \$274,000 for the City's Type B Corporation, the Deer Park Community Development Corporation ("Corporation"), primarily represent sales tax collections and are 16.7 percent lower than the prior year's first quarter. There have been no expenditures recorded for the Corporation for the first quarter of this fiscal year.

Fiscal/Budgetary Impact:

N/A.

Accept the quarterly financial report for the Fiscal Year 2020-2021 first quarter ended December 31, 2020.



**FISCAL YEAR 2021
QUARTERLY FINANCIAL REPORT
FOR THE FIRST QUARTER ENDED
December 31, 2020
(Preliminary & Unaudited)**

**CITY OF DEER PARK
FISCAL YEAR 2021
QUARTERLY FINANCIAL REPORT
FIRST QUARTER ENDED DECEMBER 31, 2020
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CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
THREE MONTHS ENDED DECEMBER 31, 2020 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 01/31/2021	Qtr 3 03/31/2021	Qtr 4 06/30/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
GOVERNMENTAL FUNDS								
REVENUE SUMMARY:								
General Fund	\$ 21,796,399	\$ -	\$ -	\$ -	\$ 21,796,399	\$ 44,930,444	\$ 23,134,045	51.49%
Debt Service Fund	2,147,831	-	-	-	2,147,831	6,197,672	4,049,841	65.34%
Golf Course Lease Fund	-	-	-	-	-	507,820	507,820	100.00%
Special Revenue Funds	39,589	-	-	-	39,589	4,227,464	4,187,875	99.06%
Capital Improvement Bond Funds	1,438	-	-	-	1,438	-	(1,438)	*
Total Governmental Funds Revenue	23,985,257	-	-	-	23,985,257	55,863,400	31,878,143	57.06%
EXPENDITURE SUMMARY:								
General Fund								
General & Administrative	1,810,334	-	-	-	1,810,334	9,087,385	7,277,051	80.08%
Police Department & Humane Services	2,467,934	-	-	-	2,467,934	11,155,127	8,687,193	77.88%
Fire Department & Emergency Services	603,708	-	-	-	603,708	4,312,035	3,708,327	86.00%
Planning & Development	305,331	-	-	-	305,331	1,304,331	999,000	76.59%
Sanitation	1,016,188	-	-	-	1,016,188	4,630,145	3,613,957	78.05%
Street Maintenance	262,955	-	-	-	262,955	2,084,303	1,821,348	87.38%
Parks & Recreation	1,417,365	-	-	-	1,417,365	5,576,259	4,158,894	74.58%
Library	238,608	-	-	-	238,608	1,176,773	938,165	79.72%
Other	299,342	-	-	-	299,342	838,494	539,152	64.30%
Employee Benefits	-	-	-	-	-	-	-	*
Operating Transfers	-	-	-	-	-	1,988,276	1,988,276	100.00%
Total General Fund	8,421,765	-	-	-	8,421,765	42,153,128	33,731,363	80.02%
Debt Service Fund	450	-	-	-	450	6,197,672	6,197,222	99.99%
Golf Course Lease Fund	31,465	-	-	-	31,465	507,820	476,355	93.80%
Special Revenue Funds	105,074	-	-	-	105,074	4,221,211	4,116,137	97.51%
Capital Improvement Bond Funds	822,098	-	-	-	822,098	-	(822,098)	*
Total Governmental Funds Expenditures	9,380,852	-	-	-	9,380,852	53,079,831	43,698,979	82.33%
Governmental Funds Revenues O/(U) Expenditures	\$ 14,604,405	\$ -	\$ -	\$ -	\$ 14,604,405	\$ 2,783,569		
UTILITY FUNDS								
REVENUE SUMMARY:								
Water/Sewer Fund	\$ 2,044,315	\$ -	\$ -	\$ -	\$ 2,044,315	\$ 12,353,227	\$ 10,308,912	83.45%
Storm Water Fund	60,748	-	-	-	60,748	404,028	343,280	84.96%
Other	4	-	-	-	4	-	(4)	*
Total Utility Fund Revenue	2,105,067	-	-	-	2,105,067	12,757,255	10,652,188	83.50%
EXPENSES SUMMARY:								
General & Administrative	297,422	-	-	-	297,422	1,190,039	892,617	75.01%
Water Expenses	897,016	-	-	-	897,016	5,534,110	4,637,094	83.79%
Sewer Expenses	260,105	-	-	-	260,105	1,510,651	1,250,546	82.78%
Storm Water Expenses	-	-	-	-	-	-	-	*
Debt Service & Related Fees	1,550	-	-	-	1,550	2,797,979	2,796,429	99.94%
Operating Transfers	-	-	-	-	-	159,993	159,993	100.00%
Other	142,056	-	-	-	142,056	659,689	517,633	78.47%
Employee Benefits	18,607	-	-	-	18,607	67,150	48,543	72.29%
Total Utility Fund Expenses	1,616,756	-	-	-	1,616,756	11,919,611	10,302,855	86.44%
Utility Fund Revenues O/(U) Expenses	\$ 488,311	\$ -	\$ -	\$ -	\$ 488,311	\$ 837,644		
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Capital Improvements Fund Revenue	\$ 1,006,001	\$ -	\$ -	\$ -	\$ 1,006,001	\$ 4,046,060	\$ 3,040,059	75.14%
Total Capital Improvements Fund Revenue	1,006,001	-	-	-	1,006,001	4,046,060	3,040,059	75.14%
EXPENDITURE SUMMARY:								
General Government	-	-	-	-	-	250,000	250,000	100.00%
IT Services	-	-	-	-	-	-	-	*
Emergency Management	-	-	-	-	-	-	-	*
Emergency Medical Services	-	-	-	-	-	-	-	*
Planning & Development	389,660	-	-	-	389,660	1,600,000	1,210,340	75.65%
Street Maintenance	42,069	-	-	-	42,069	300,000	257,931	85.98%
Parks & Rec Administration	59,449	-	-	-	59,449	95,000	35,551	37.42%
Park Maintenance	950	-	-	-	950	197,000	196,050	99.52%
Recreation	-	-	-	-	-	-	-	*
Athletics & Aquatics	-	-	-	-	-	-	-	*
Building Maintenance	-	-	-	-	-	145,500	145,500	100.00%
Drama	-	-	-	-	-	-	-	*
Drainage Improvements	-	-	-	-	-	-	-	*
Contingency	-	-	-	-	-	750,000	750,000	100.00%
Total Capital Improvements Fund Expenditures	492,128	-	-	-	492,128	3,337,500	2,845,372	85.25%
Capital Improvements Fund Revenues O/(U) Expenditures	\$ 513,873	\$ -	\$ -	\$ -	\$ 513,873	\$ 708,560		

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
THREE MONTHS ENDED DECEMBER 31, 2020 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 01/31/2021	Qtr 3 02/28/2021	Qtr 4 03/31/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>FIDUCIARY FUNDS</u>								
REVENUE SUMMARY:								
Senior Citizens Fund	\$ 13	\$ -	\$ -	\$ -	\$ 13	\$ -	\$ (13)	*
Total Fiduciary Funds Revenue	13	-	-	-	13	-	(13)	*
EXPENDITURE SUMMARY:								
Senior Citizens Fund	-	-	-	-	-	-	-	*
Total Fiduciary Funds Expenditures	-	-	-	-	-	-	-	*
Fiduciary Funds Revenues O/(U) Expenditures	\$ 13	\$ -	\$ -	\$ -	\$ 13	\$ -		
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 136,678	\$ -	\$ -	\$ -	\$ 136,678	\$ 5,601,509	\$ 5,464,831	97.56%
Fire Control Prevention and EMS District	135,312	-	-	-	135,312	1,568,172	1,432,860	91.37%
Total Special Revenue Districts Revenue	271,990	-	-	-	271,990	7,169,681	6,897,691	96.21%
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	247,551	-	-	-	247,551	5,601,509	5,353,958	95.58%
Fire Control Prevention and EMS District	327,324	-	-	-	327,324	1,568,172	1,240,848	79.13%
Total Special Revenue Districts Expenditures	574,875	-	-	-	574,875	7,169,681	6,594,806	91.98%
Special Revenue Districts Revenues O/(U) Expenditures	\$ (302,885)	\$ -	\$ -	\$ -	\$ (302,885)	\$ -		
<u>TYPE B CORPORATION</u>								
REVENUE SUMMARY:								
Deer Park Community Development Corporation	\$ 273,997	\$ -	\$ -	\$ -	\$ 273,997	\$ 2,702,500	\$ 2,428,503	89.86%
Total DPCDC Fund Revenue	273,997	-	-	-	273,997	2,702,500	2,428,503	89.86%
EXPENDITURE SUMMARY:								
Deer Park Community Development Corporation	-	-	-	-	-	1,909,430	1,909,430	100.00%
Total DPCDC Fund Expenditures	-	-	-	-	-	1,909,430	1,909,430	100.00%
DPCDC Revenues O/(U) Expenditures	\$ 273,997	\$ -	\$ -	\$ -	\$ 273,997	\$ 793,070		
<u>FUND BALANCE</u>								
Beginning Fund Balance - General Fund	\$ 46,710,934	\$ -	\$ -	\$ -	\$ 46,710,934			
Revenues Over/(Under) Expenditures	13,374,634	-	-	-	13,374,634			
Ending Fund Balance - General Fund	\$ 60,085,568	\$ -	\$ -	\$ -	\$ 60,085,568			
Beginning Fund Balance - Water Sewer Fund	\$ 18,638,408	\$ -	\$ -	\$ -	\$ 18,638,408			
Revenues Over/(Under) Expenditures	491,514	-	-	-	491,514			
Ending Fund Balance - Water Sewer Fund	\$ 19,129,922	\$ -	\$ -	\$ -	\$ 19,129,922			

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
THREE MONTHS ENDED DECEMBER 31, 2020 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Prior Fiscal Year			
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	FY21	FY20	Difference	FY20
	12/31/2020	09/30/2020	10/31/2020	11/30/2020	YTD Actual	YTD Actual	O/(U) Prior YTD	FYE Total
GOVERNMENTAL FUNDS								
REVENUE SUMMARY:								
General Fund	\$ 21,796,399	\$ -	\$ -	\$ -	\$ 21,796,399	\$ 20,979,675	\$ 816,724	\$ 48,066,781
Debt Service Fund	2,147,831	-	-	-	2,147,831	7,407,048	(5,259,217)	10,712,775
Golf Course Lease Fund	-	-	-	-	-	-	-	533,438
Special Revenue Funds	39,589	-	-	-	39,589	42,674	(3,085)	1,757,264
Capital Improvement Bond Funds	1,438	-	-	-	1,438	78,100	(76,662)	3,350,836
Total Governmental Funds Revenue	23,985,257	-	-	-	23,985,257	28,507,497	(4,522,240)	64,421,094
EXPENDITURE SUMMARY:								
General Fund								
General & Administrative	1,810,334	-	-	-	1,810,334	1,895,302	(84,968)	11,564,138
Police Department & Humane Services	2,467,934	-	-	-	2,467,934	2,282,826	185,108	10,896,816
Fire Department & Emergency Services	603,708	-	-	-	603,708	522,956	80,752	4,383,801
Planning & Development	305,331	-	-	-	305,331	277,317	28,014	1,297,866
Sanitation	1,016,188	-	-	-	1,016,188	945,831	70,357	4,553,478
Street Maintenance	262,955	-	-	-	262,955	326,080	(63,125)	1,375,207
Parks & Recreation	1,417,365	-	-	-	1,417,365	1,334,878	82,487	6,484,041
Library	238,608	-	-	-	238,608	208,311	30,297	1,115,192
Other	299,342	-	-	-	299,342	249,542	49,800	1,355,407
Operating Transfers	-	-	-	-	-	-	-	-
Total General Fund	8,421,765	-	-	-	8,421,765	8,043,043	378,722	43,025,946
Debt Service Fund	450	-	-	-	450	5,026,539	(5,026,089)	10,321,108
Golf Course Lease Fund	31,465	-	-	-	31,465	24,609	6,856	533,438
Special Revenue Funds	105,074	-	-	-	105,074	167,519	(62,445)	1,757,382
Capital Improvement Bond Funds	822,098	-	-	-	822,098	2,644,589	(1,822,491)	3,247,483
Total Governmental Funds Expenditures	9,380,852	-	-	-	9,380,852	15,906,299	(6,525,447)	58,885,357
Governmental Funds Revenues O/(U) Expenditures	\$ 14,604,405	\$ -	\$ -	\$ -	\$ 14,604,405	\$ 12,601,198	\$ 2,003,207	\$ 5,535,737
UTILITY FUNDS								
REVENUE SUMMARY:								
Water/Sewer Fund	\$ 2,044,315	\$ -	\$ -	\$ -	\$ 2,044,315	\$ 1,848,458	\$ 195,857	\$ 11,785,042
Storm Water Fund	60,748	-	-	-	60,748	60,863	(115)	571,302
Other	4	-	-	-	4	169	(165)	752,825
Total Utility Funds Revenue	2,105,067	-	-	-	2,105,067	1,909,490	195,577	13,109,169
EXPENSES SUMMARY:								
General & Administrative	297,422	-	-	-	297,422	249,913	47,509	1,091,625
Water Expenses	897,016	-	-	-	897,016	667,711	229,305	5,303,322
Sewer Expenses	260,105	-	-	-	260,105	247,313	12,792	1,162,355
Storm Water Expenses	-	-	-	-	-	-	-	454,198
Debt Service & Related Fees	1,550	-	-	-	1,550	1,565	(15)	3,141,130
Operating Transfers	-	-	-	-	-	-	-	143,680
Other	142,056	-	-	-	142,056	136,302	5,754	664,079
Employee Benefits	18,607	-	-	-	18,607	19,546	(939)	50,352
Total Utility Funds Expenses	1,616,756	-	-	-	1,616,756	1,522,350	94,406	12,010,741
Utility Funds Revenues O/(U) Expenses	\$ 488,311	\$ -	\$ -	\$ -	\$ 488,311	\$ 387,140	\$ 101,171	\$ 1,098,428
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Capital Improvements Fund Revenue	\$ 1,006,001	\$ -	\$ -	\$ -	\$ 1,006,001	\$ 629	\$ (1,005,372)	\$ 3,027,754
Total Capital Improvements Fund Revenue	1,006,001	-	-	-	1,006,001	629	(1,005,372)	3,027,754
EXPENDITURE SUMMARY:								
General Government	-	-	-	-	-	-	-	6,793
IT Services	-	-	-	-	-	-	-	1,731
Emergency Management	-	-	-	-	-	-	-	178,313
Emergency Medical Services	-	-	-	-	-	306,904	(306,904)	314,755
Planning & Development	389,660	-	-	-	389,660	-	389,660	563,996
Street Maintenance	42,069	-	-	-	42,069	-	42,069	656,922
Parks & Rec Administration	59,449	-	-	-	59,449	-	59,449	-
Park Maintenance	950	-	-	-	950	57	893	73,256
Recreation	-	-	-	-	-	-	-	26,826
Building Maintenance	-	-	-	-	-	-	-	63,616
Drama	-	-	-	-	-	-	-	2,174
Operating Transfers	-	-	-	-	-	-	-	5,608
Total Capital Improvements Fund Expenditures	492,128	-	-	-	492,128	306,961	185,167	1,893,990
Capital Improvements Fund Revenues O/(U) Expenditures	\$ 513,873	\$ -	\$ -	\$ -	\$ 513,873	\$ (306,332)	\$ (1,190,539)	\$ 1,133,764

**CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
THREE MONTHS ENDED DECEMBER 31, 2020 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Prior Fiscal Year			
	Qtr 1 12/31/2020	Qtr 2 01/31/2021	Qtr 3 02/28/21	Qtr 4 03/31/21	FY21 YTD Actual	FY20 YTD Actual	Difference O/(U) Prior YTD	FY20 FYE Total
<u>FIDUCIARY FUNDS</u>								
REVENUE SUMMARY:								
Senior Citizens Fund	\$ 13	\$ -	\$ -	\$ -	\$ 13	\$ 512	\$ (499)	\$ 1,064
Total Fiduciary Funds Revenue	13	-	-	-	13	512	(499)	1,064
EXPENDITURE SUMMARY:								
Senior Citizens Fund	-	-	-	-	-	-	-	-
Total Fiduciary Funds Expenditures	-	-	-	-	-	-	-	-
Fiduciary Funds Revenues O/(U) Expenditures	\$ 13	\$ -	\$ -	\$ -	\$ 13	\$ 512	\$ (499)	\$ 1,064
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 136,678	\$ -	\$ -	\$ -	\$ 136,678	\$ 164,045	\$ (27,367)	\$ 1,845,134
Fire Control Prevention and EMS District	135,312	-	-	-	135,312	162,523	(27,211)	1,812,664
Total Special Revenue Districts Revenue	271,990	-	-	-	271,990	326,568	(54,578)	3,657,798
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	247,551	-	-	-	247,551	353,821	(106,270)	1,609,780
Fire Control Prevention and EMS District	327,324	-	-	-	327,324	287,890	39,434	1,584,166
Total Special Revenue Districts Expenditures	574,875	-	-	-	574,875	641,711	(66,836)	3,193,946
Special Revenue Districts Revenues O/(U) Expenditures	\$ (302,885)	\$ -	\$ -	\$ -	\$ (302,885)	\$ (315,143)	\$ 12,258	\$ 463,852
<u>TYPE B CORPORATION</u>								
REVENUE SUMMARY:								
Deer Park Community Development Corporation	\$ 273,997	\$ -	\$ -	\$ -	\$ 273,997	\$ 328,941	\$ (54,944)	\$ 3,542,371
Total DPCCDC Fund Revenue	273,997	-	-	-	273,997	328,941	(54,944)	3,542,371
EXPENDITURE SUMMARY:								
Deer Park Community Development Corporation	-	-	-	-	-	-	-	1,218,797
Total DPCCDC Fund Expenditures	-	-	-	-	-	-	-	1,218,797
DPCCDC Revenues O/(U) Expenditures	\$ 273,997	\$ -	\$ -	\$ -	\$ 273,997	\$ 328,941	\$ (54,944)	\$ 2,323,574

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
THREE MONTHS ENDED DECEMBER 31, 2020 (UNAUDITED)

	Quarter Results			Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 01/31/2021	Qtr 3 03/31/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
GENERAL FUND							
REVENUE SUMMARY:							
Taxes	\$ 20,593,889			\$ 20,593,889	\$ 36,812,200	\$ 16,218,311	44.06%
Service Fees	264,227			264,227	1,608,080	1,343,853	83.57%
Fines	229,257			229,257	1,212,500	983,243	81.09%
Permits & Licenses	79,424			79,424	559,700	480,276	85.81%
User Fees	371,626			371,626	2,005,900	1,634,274	81.47%
Other	257,976			257,976	2,717,064	2,459,088	90.51%
Special Revenue	-			-	15,000	15,000	100.00%
Total Revenue	21,796,399			21,796,399	44,930,444	23,134,045	51.49%
EXPENDITURE SUMMARY:							
Mayor & Council	5,199			5,199	58,450	53,251	91.11%
City Manager	231,705			231,705	1,048,332	816,627	77.90%
Boards & Commissions	3,436			3,436	15,408	11,972	77.70%
Municipal Court	106,265			106,265	496,163	389,898	78.58%
General Government	633,489			633,489	3,912,104	3,278,615	83.81%
Legal Services	14,861			14,861	165,100	150,239	91.00%
Personnel	85,977			85,977	428,764	342,787	79.95%
IT Services	479,860			479,860	1,780,777	1,300,917	73.05%
Finance	146,459			146,459	728,629	582,170	79.90%
City Secretary	103,083			103,083	453,658	350,575	77.28%
Police	2,395,598			2,395,598	10,729,130	8,333,532	77.67%
Humane Services	72,336			72,336	425,997	353,661	83.02%
Emergency Management	94,050			94,050	446,294	352,244	78.93%
Fire Department	132,779			132,779	2,102,508	1,969,829	93.69%
Emergency Medical Services	341,056			341,056	1,582,782	1,241,726	78.45%
Fire Marshal	35,823			35,823	180,351	144,528	80.14%
Central Warehouse	19,738			19,738	86,195	66,457	77.10%
Planning & Development	305,331			305,331	1,304,331	999,000	76.59%
Sanitation	1,016,188			1,016,188	4,630,145	3,613,957	78.05%
Street Maintenance	262,955			262,955	2,084,303	1,821,348	87.38%
Fleet Maintenance	145,554			145,554	752,299	606,745	80.65%
Traffic	134,050			134,050	646,745	512,695	79.27%
Library	238,608			238,608	1,176,773	938,165	79.72%
Parks & Rec Administration	166,179			166,179	823,798	657,619	79.83%
Beautification	-			-	30,000	30,000	100.00%
Park Maintenance	495,947			495,947	2,542,918	2,046,971	80.50%
Recreation	119,722			119,722	779,133	659,411	84.63%
Athletics & Aquatics	139,773			139,773	957,788	818,015	85.41%
Building Maintenance	245,480			245,480	999,224	753,744	75.43%
Senior Services	95,038			95,038	588,924	493,886	83.86%
After School Program	71,649			71,649	387,788	316,139	81.52%
Drama	83,577			83,577	467,257	383,680	82.11%
Employee Benefits	-			-	-	-	-
Operating Transfer to Golf Course Lease Fund	-			-	507,820	507,820	100.00%
Operating Transfer to Chapter 380 Fund	-			-	130,000	130,000	100.00%
Operating Transfer to Capital Improvements Fund	-			-	1,480,456	1,480,456	100.00%
Total Expenditures	8,421,765			8,421,765	44,930,444	36,508,679	81.26%
General Fund Revenues O/(U) Expenditures	\$ 13,374,634			\$ 13,374,634	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 46,710,934	\$ 46,710,934
Revenues Over/(Under) Expenditures	13,374,634	13,374,634
Ending Fund Balance	\$ 60,085,568	\$ 60,085,568

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
THREE MONTHS ENDED DECEMBER 31, 2020 (UNAUDITED)**

	Quarter Results			Year-to-Date vs. Annual Budget			
	Qtr. 1 12/31/2020	Qtr. 2 01/31/2021	Qtr. 3 03/31/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
DEBT SERVICE FUND							
REVENUE SUMMARY:							
Taxes	\$ 2,147,522	-	-	\$ 2,147,522	\$ 4,559,803	\$ 2,412,281	52.90%
Proceeds from Refunding Bonds	-	-	-	-	-	-	*
Other	309	-	-	309	1,637,869	1,637,560	99.98%
Total Revenue	2,147,831	-	-	2,147,831	6,197,672	4,049,841	65.34%
EXPENDITURE SUMMARY:							
Paying Agent Fees/Escrow Payment/Issuance Costs	450	-	-	450	100,000	99,550	99.55%
Principal Payments	-	-	-	-	4,778,255	4,778,255	100.00%
Interest Payments	-	-	-	-	1,319,417	1,319,417	100.00%
Total Expenditures	450	-	-	450	6,197,672	6,197,222	99.99%
Debt Service Fund Revenues O/(U) Expenditures	\$ 2,147,381	-	-	\$ 2,147,381	\$ -	-	
<hr/>							
FUND BALANCE							
Beginning Fund Balance	\$ 6,158,253	-	-	\$ 6,158,253	-	-	
Revenues Over/(Under) Expenditures	2,147,381	-	-	2,147,381	-	-	
Ending Fund Balance	\$ 8,305,634	-	-	\$ 8,305,634	-	-	

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
THREE MONTHS ENDED DECEMBER 31, 2020 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 09/30/20	Qtr 3 06/30/20	Qtr 4 03/31/20	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>GOLF COURSE LEASE FUND</u>								
REVENUE SUMMARY:								
User Fees	\$ -	-	-	-	\$ -	\$ -	\$ -	*
Other Revenue	-	-	-	-	-	507,820	507,820	100.00%
Restricted Revenue	-	-	-	-	-	-	-	*
Total Revenue	-	-	-	-	-	507,820	507,820	100.00%
EXPENDITURE SUMMARY:								
Operating Expenditures	31,365	-	-	-	31,365	210,265	178,900	85.08%
Capital Expenditures	100	-	-	-	100	297,555	297,455	99.97%
Total Expenditures	31,465	-	-	-	31,465	507,820	476,355	93.80%
Golf Course Lease Fund Revenues O/(U) Expenditures	\$ (31,465)	-	-	-	\$ (31,465)	\$ -	-	-
<hr/>								
<u>FUND BALANCE</u>								
Beginning Fund Balance	\$ 141,289	-	-	-	\$ 141,289	-	-	-
Revenues Over/(Under) Expenditures	(31,465)	-	-	-	(31,465)	-	-	-
Ending Fund Balance	\$ 109,824	-	-	-	\$ 109,824	-	-	-

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
THREE MONTHS ENDED DECEMBER 31, 2020 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 3/31/2021	Qtr 3 6/30/2021	Qtr 4 9/30/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>SPECIAL REVENUE FUNDS</u>								
REVENUE SUMMARY:								
Hotel Occupancy Tax Fund	\$ -				\$ -	\$ 595,580	\$ 595,580	100.00%
Police Forfeiture Fund	4				4	21,734	21,730	99.98%
Other	95				95	-	(95)	*
Municipal Court Fund	39,481				39,481	271,650	232,169	85.47%
Disaster Declarations	-				-	-	-	*
Grant Fund	-				-	3,208,500	3,208,500	100.00%
East Blvd Fund	-				-	-	-	*
Street Assessment Fund	9				9	-	(9)	*
Chapter 380	-				-	130,000	130,000	100.00%
Total Revenue	39,589				39,589	4,227,464	4,187,875	99.06%
EXPENDITURE SUMMARY:								
Hotel Occupancy Tax Fund	65,768				65,768	595,580	529,812	88.96%
Police Forfeiture Fund	-				-	21,734	21,734	100.00%
Other	750				750	-	(750)	*
Municipal Court Fund	38,556				38,556	265,397	226,841	85.47%
Disaster Declarations	-				-	-	-	*
Grant Fund	-				-	3,208,500	3,208,500	100.00%
East Blvd Fund	-				-	-	-	*
Street Assessment Fund	-				-	-	-	*
Chapter 380	-				-	-	-	*
Total Expenditures	105,074				105,074	4,221,211	4,116,137	97.51%
Special Revenue Funds Revenues O/(U) Expenditures	\$ (65,485)				\$ (65,485)	\$ 6,253		

FUND BALANCE

Beginning Fund Balance	\$ 1,202,225	\$ 1,202,225
Revenues Over/(Under) Expenditures	(65,485)	(65,485)
Ending Fund Balance	\$ 1,136,740	\$ 1,136,740

Ending Fund Balance by Fund:

022 - Disaster Declarations	\$ 122,609	\$ 122,609
086 - Chapter 380	-	-
101 - Hotel Occupancy Tax Fund	514,750	514,750
102 - Police Forfeiture Fund	71,593	71,593
103 - Other	495,288	495,288
104 - Municipal Court Fund	91,076	91,076
105 - Grant Fund	(257,519)	(257,519)
301 - East Blvd Fund	60	60
302 - Street Assessment Fund	98,883	98,883
Total Special Revenue Funds	\$ 1,136,740	\$ 1,136,740

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
THREE MONTHS ENDED DECEMBER 31, 2020 (UNAUDITED)

	Quarter Results			Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 01/31/2021	Qtr 3 03/31/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
CAPITAL IMPROVEMENT BOND FUNDS							
REVENUE SUMMARY:							
CIBF 2005	\$ 31			\$ 31	\$ -	\$ (31)	*
CIBF 2007	31			31	-	(31)	*
CIBF 2011	13			13	-	(13)	*
CIBF 2012	28			28	-	(28)	*
CIBF 2013	5			5	-	(5)	*
CIBF 2014 (CO)	-			-	-	-	*
CIBF 2015	19			19	-	(19)	*
CIBF 2015-A	54			54	-	(54)	*
CIBF 2016 & 2017 (DPCDC)	31			31	-	(31)	*
CIBF 2016-A	185			185	-	(185)	*
CIBF 2017-A	199			199	-	(199)	*
CIBF 2018	342			342	-	(342)	*
CIBF 2019	500			500	-	(500)	*
CIBF 2020	-			-	-	-	*
Total Revenue	1,438			1,438	-	(1,438)	*
EXPENDITURE SUMMARY:							
CIBF 2005	31			31	-	(31)	*
CIBF 2007	15,574			15,574	-	(15,574)	*
CIBF 2011	-			-	-	-	*
CIBF 2012	-			-	-	-	*
CIBF 2013	-			-	-	-	*
CIBF 2014 (CO)	-			-	-	-	*
CIBF 2015	19			19	-	(19)	*
CIBF 2015-A	-			-	-	-	*
CIBF 2016 & 2017 (DPCDC)	6,131			6,131	-	(6,131)	*
CIBF 2016-A	65,379			65,379	-	(65,379)	*
CIBF 2017-A	412,580			412,580	-	(412,580)	*
CIBF 2018	16,660			16,660	-	(16,660)	*
CIBF 2019	305,724			305,724	-	(305,724)	*
CIBF 2020	-			-	-	-	*
Total Expenditures	822,098			822,098	-	(822,098)	*
CIBF Revenues O/(U) Expenditures	\$ (820,660)			\$ (820,660)	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 5,811,821	\$ 5,811,821
Revenues Over/(Under) Expenditures	(820,660)	(820,660)
Ending Fund Balance	\$ 4,991,161	\$ 4,991,161

Ending Fund Balance by Fund:

303 - Series 2005	\$ 269,867	\$ 269,867
304 - Series 2007	205,533	205,533
306 - Series 2015	289,134	289,134
307 - Series 2016 & 2017 (DPCDC)	455,853	455,853
504 - Series 2011	658,172	658,172
505 - Series 2012	587,960	587,960
506 - Series 2013	(38,301)	(38,301)
507 - Series 2014 CO	730,142	730,142
508 - Series 2015-A	862,810	862,810
509 - Series 2016-A	803,017	803,017
510 - Series 2017-A	37,191	37,191
511 - Series 2018	360,495	360,495
512 - Series 2019	(230,712)	(230,712)
513 - Series 2020	-	-
Total CIBF	\$ 4,991,161	\$ 4,991,161

* Line item not budgeted.
** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
THREE MONTHS ENDED DECEMBER 31, 2020 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 01/31/2021	Qtr 3 03/31/2021	Qtr 4 06/30/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>WATER/SEWER FUND</u>								
REVENUE SUMMARY:								
Service Fees	\$ 2,035,936				\$ 2,035,936	\$ 12,297,727	\$ 10,261,791	83.44%
Permits & Licenses	7,183				7,183	38,000	30,817	81.10%
Other	1,196				1,196	17,500	16,304	93.17%
Total Revenue	2,044,315				2,044,315	12,353,227	10,308,912	83.45%
EXPENDITURE SUMMARY:								
Public Works Administration	166,086				166,086	473,334	307,248	64.91%
Water & Sewer Maintenance	281,393				281,393	2,070,686	1,789,293	86.41%
Wastewater Treatment	260,105				260,105	1,510,651	1,250,546	82.78%
Water Treatment Plant	615,623				615,623	3,463,424	2,847,801	82.23%
Central Collections	131,336				131,336	718,705	585,369	81.68%
Meter Readers	78,101				78,101	429,207	351,106	81.80%
Employee Benefits	18,607				18,607	67,150	48,543	72.29%
Paying Agent Fees	1,550				1,550	7,500	5,950	79.33%
Principal Payments	-				-	1,701,745	1,701,745	100.00%
Interest Expense	-				-	1,088,734	1,088,734	100.00%
Transfer to Storm Water	-				-	21,164	21,164	100.00%
Transfer to General Fund	-				-	138,829	138,829	100.00%
Total Expenditures	1,552,801				1,552,801	11,689,129	10,136,328	86.72%
Water/Sewer Fund Revenues O/(U) Expenditures	\$ 491,514				\$ 491,514	\$ 664,098		

FUND BALANCE

Beginning Fund Balance	\$ 18,638,408	\$ 18,638,408
Revenues Over/(Under) Expenditures	491,514	491,514
Ending Fund Balance	\$ 19,129,922	\$ 19,129,922

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
THREE MONTHS ENDED DECEMBER 31, 2020 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 1/31/2021	Qtr 3 3/31/2021	Qtr 4 6/30/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
OTHER UTILITY FUNDS								
REVENUE SUMMARY:								
Storm Water Utility Fund	\$ 60,748				\$ 60,748	\$ 404,028	\$ 343,280	84.96%
TWDB Series 2002	-				-	-	-	*
Wastewater/Sanitary Sewer - Series 2002	4				4	-	(4)	*
Total Revenue	<u>60,752</u>				<u>60,752</u>	<u>404,028</u>	<u>343,276</u>	84.96%
EXPENDITURE SUMMARY:								
Storm Water Utility Fund	63,955				63,955	230,482	166,527	72.25%
TWDB Series 2002	-				-	-	-	*
Wastewater/Sanitary Sewer - Series 2002	-				-	-	-	*
Total Expenditures	<u>63,955</u>				<u>63,955</u>	<u>230,482</u>	<u>166,527</u>	72.25%
Other Utility Funds Revenues O/(U) Expenditures	<u>\$ (3,203)</u>				<u>\$ (3,203)</u>	<u>\$ 173,546</u>		
<hr/>								
FUND BALANCE								
Beginning Fund Balance	\$ 5,572,702				\$ 5,572,702			
Revenues Over/(Under) Expenditures	<u>(3,203)</u>				<u>(3,203)</u>			
Ending Fund Balance	<u>\$ 5,569,499</u>				<u>\$ 5,569,499</u>			
<hr/>								
Ending Fund Balance by Fund:								
425 - Storm Water Utility Fund	\$ 595,540				\$ 595,540			
501 - 2000 Sewer Rehab	443,769				443,769			
502 - 2002 TWDB	2,214,685				2,214,685			
503 - 2002 WW SS	<u>2,315,505</u>				<u>2,315,505</u>			
	<u>\$ 5,569,499</u>				<u>\$ 5,569,499</u>			

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
THREE MONTHS ENDED DECEMBER 31, 2020 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 03/31/2021	Qtr 3 06/30/2021	Qtr 4 09/30/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>CAPITAL IMPROVEMENTS FUND</u>								
REVENUE SUMMARY:								
Other	\$ 1,006,001	-	-	-	\$ 1,006,001	\$ 4,046,060	\$ 3,040,059	75.14%
Total Revenue	1,006,001	-	-	-	1,006,001	4,046,060	3,040,059	75.14%
EXPENDITURE SUMMARY:								
General Government	-	-	-	-	-	250,000	250,000	100.00%
Planning & Development	389,660	-	-	-	389,660	1,600,000	1,210,340	75.65%
Sanitation	-	-	-	-	-	175,000	175,000	100.00%
Street Maintenance	42,069	-	-	-	42,069	300,000	257,931	85.98%
Traffic	-	-	-	-	-	533,560	533,560	100.00%
Parks & Rec Administration	59,449	-	-	-	59,449	95,000	35,551	37.42%
Park Maintenance	950	-	-	-	950	197,000	196,050	98.52%
Recreation	-	-	-	-	-	-	-	*
Athletics & Aquatics	-	-	-	-	-	-	-	*
Building Maintenance	-	-	-	-	-	145,500	145,500	100.00%
Contingency (emergency repairs)	-	-	-	-	-	750,000	750,000	100.00%
Total Expenditures	492,128	-	-	-	492,128	4,046,060	3,553,932	87.84%
Capital Improvements Fund Revenues O/(U) Expenditures	\$ 513,873	-	-	-	\$ 513,873	\$ -	-	-

FUND BALANCE

Beginning Fund Balance	\$ 7,887,982	\$ 7,887,982
Revenues Over/(Under) Expenditures	513,873	513,873
Ending Fund Balance	\$ 8,401,855	\$ 8,401,855

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
DETAIL OF CAPITAL IMPROVEMENTS FUND EXPENDITURES
THREE MONTHS ENDED DECEMBER 31, 2020 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2020</u>	<u>Qtr 2</u> <u>3/31/2021</u>	<u>Qtr 3</u> <u>6/30/2021</u>	<u>Qtr 4</u> <u>9/30/2021</u>	<u>YTD</u> <u>Actual</u>	<u>Amended</u> <u>Budget</u>	<u>Remaining</u> <u>Budget</u>	<u>Remaining</u> <u>Budget %</u>
<u>General Government</u>								
Hurricane Window Protection	\$ -				\$ -	\$ 250,000	\$ 250,000	100.00%
<u>Planning & Development</u>								
Drainage Projects	389,660				389,660	1,500,000	1,110,340	74.02%
Grant Management - Bayou Bend	-				-	100,000	100,000	100.00%
<u>Sanitation</u>								
Generator - 200kwh	-				-	175,000	175,000	100.00%
<u>Street Maintenance</u>								
Sidewalks	42,069				42,069	300,000	257,931	85.98%
<u>Traffic</u>								
Traffic Signal Preemption Equipment	-				-	291,060	291,060	100.00%
Flashing Yellow Turn Signals	-				-	242,500	242,500	100.00%
<u>Parks & Rec Administration</u>								
Add Marquee Sign to new Soccer Complex	4,411				4,411	40,000	35,589	88.97%
Replace Existing Marquee - JBAC	55,038				55,038	55,000	(38)	-0.07%
<u>Park Maintenance</u>								
Dow Park Concession Stand	950				950	197,000	196,050	99.52%
<u>Building Maintenance</u>								
Entry Way at Theatre Courts Bldg	-				-	125,500	125,500	100.00%
Drainage at Theatre Courts Bldg.	-				-	20,000	20,000	100.00%
<u>Drama</u>								
Repair arch at Court/Theatre Building	-				-	-	-	*
<u>Contingency</u>								
Emergency Repairs - Storm Pipe Crossing	-				-	750,000	750,000	100.00%
Total Expenditures	\$ 492,128				\$ 492,128	\$ 4,046,060	\$ 3,553,932	87.84%

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
THREE MONTHS ENDED DECEMBER 31, 2020 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2020</u>	<u>Qtr 2</u> <u>01/31/2021</u>	<u>Qtr 3</u> <u>03/31/2021</u>	<u>Qtr 4</u> <u>04/30/2021</u>	<u>YTD</u> <u>Actual</u>	<u>Amended</u> <u>Budget</u>	<u>Remaining</u> <u>Budget</u>	<u>Remaining</u> <u>Budget %</u>
<u>FIDUCIARY FUND</u>								
REVENUE SUMMARY:								
Senior Citizens Fund	\$ 13				\$ 13	\$ -	\$ (13)	*
Total Revenue	<u>13</u>				<u>13</u>	<u>-</u>	<u>(13)</u>	*
EXPENDITURE SUMMARY:								
Senior Citizens Fund	-				-	-	-	*
Total Expenditures	<u>-</u>				<u>-</u>	<u>-</u>	<u>-</u>	*
Fiduciary Funds Revenues O/(U) Expenditures	\$ <u>13</u>				\$ <u>13</u>	\$ <u>-</u>		

FUND BALANCE

Beginning Fund Balance	\$ 118,574	\$ 118,574
Revenues Over/(Under) Expenditures	<u>13</u>	<u>13</u>
Ending Fund Balance	\$ <u>118,587</u>	\$ <u>118,587</u>

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
THREE MONTHS ENDED DECEMBER 31, 2020 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 03/31/2021	Qtr 3 06/30/2021	Qtr 4 09/30/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 136,678				\$ 136,678	\$ 5,601,509	\$ 5,464,831	97.56%
Fire Control Prevention and EMS District	135,312				135,312	1,568,172	1,432,860	91.37%
Total Revenue	271,990				271,990	7,169,681	6,897,691	96.21%
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	247,551				247,551	5,601,509	5,353,958	95.58%
Fire Control Prevention and EMS District	327,324				327,324	1,568,172	1,240,848	79.13%
Total Expenditures	574,875				574,875	7,169,681	6,594,806	91.98%
Special Revenue Districts Revenues O(U) Expenditures	\$ (302,885)				\$ (302,885)	\$ -		
<hr/>								
<u>FUND BALANCE</u>								
Beginning Fund Balance - CCPD	\$ 5,777,498				\$ 5,777,498			
Revenues Over/(Under) Expenditures	(110,873)				(110,873)			
Ending Fund Balance - CCPD	\$ 5,666,625				\$ 5,666,625			
Beginning Fund Balance - FCPMSD	\$ 993,477				\$ 993,477			
Revenues Over/(Under) Expenditures	(192,012)				(192,012)			
Ending Fund Balance - FCPMSD	\$ 801,465				\$ 801,465			

* Line item not budgeted.
** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
THREE MONTHS ENDED DECEMBER 31, 2020 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2020</u>	<u>Qtr 2</u> <u>9/30/2021</u>	<u>Qtr 3</u> <u>6/30/2021</u>	<u>Qtr 4</u> <u>3/31/2021</u>	<u>YTD</u> <u>Actual</u>	<u>Amended</u> <u>Budget</u>	<u>Remaining</u> <u>Budget</u>	<u>Remaining</u> <u>Budget %</u>
DEER PARK COMMUNITY DEVELOPMENT CORPORATION								
REVENUE SUMMARY:								
Taxes	\$ 273,180				\$ 273,180	\$ 2,700,000	\$ 2,426,820	89.88%
Other	817				817	2,500	1,683	67.32%
Total Revenue	273,997				273,997	2,702,500	2,428,503	89.86%
EXPENDITURE SUMMARY:								
Operating Expenditures	-				-	125,000	125,000	100.00%
Transfer for Pay-As-You-Go Expenditures	-				-	475,000	475,000	100.00%
Transfer to Debt Service Fund	-				-	1,309,430	1,309,430	100.00%
Total Expenditures	-				-	1,909,430	1,909,430	100.00%
Deer Park Community Development Corporation								
Fund Revenues O/(U) Expenditures	\$ 273,997				\$ 273,997	\$ 793,070		
<hr/>								
FUND BALANCE								
Beginning Fund Balance	\$ 8,507,341				\$ 8,507,341			
Revenues Over/(Under) Expenditures	273,997				273,997			
Ending Fund Balance	\$ 8,781,338				\$ 8,781,338			

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY OF AD VALOREM (PROPERTY) TAX
FISCAL YEAR 2019 - FISCAL YEAR 2021**

Fiscal Month	FY 2019		FY 2020		FY 2021	
	<u>Ad Valorem *</u>	<u>Industrial</u>	<u>Ad Valorem *</u>	<u>Industrial</u>	<u>Ad Valorem *</u>	<u>Industrial</u>
Oct	\$ 776,805	\$ -	\$ 782,705	\$ -	\$ 761,916	\$ -
Nov	1,246,036	794,360	1,182,095	909,166	1,141,116	2,633,997
Dec	9,031,855	10,706,189	8,541,176	10,662,344	8,331,182	8,931,475
Jan	7,849,748	406,679	1,745,044	1,078,983		
Feb	1,393,806	46,786	333,619	4,854		
Mar	187,973	-	33,612	5,035		
Apr	114,527	-	28,837	-		
May	246,336	-	65,537	-		
Jun	139,653	-	45,522	-		
Jul	37,417	-	13,709	-		
Aug	51,740	-	10,321	-		
Sep	34,281	-	17,008	-		
Total	<u>\$ 21,110,177</u>	<u>\$ 11,954,014</u>	<u>\$ 12,799,185</u>	<u>\$ 12,660,382</u>	<u>\$ 10,234,214</u>	<u>\$ 11,565,472</u>
YTD	<u>\$ 11,054,696</u>	<u>\$ 11,500,549</u>	<u>\$ 10,505,976</u>	<u>\$ 11,571,510</u>	<u>\$ 10,234,214</u>	<u>\$ 11,565,472</u>
% of Budget	57.46%	96.56%	50.65%	95.59%	47.30%	93.76%
Budget	\$ 19,240,128	\$ 11,910,000	\$ 20,744,001	\$ 12,105,000	\$ 21,636,803	\$ 12,335,000
% of Budget	109.72%	100.37%	61.70%	104.59%	47.30%	93.76%
<u>Tax Rate:</u>	<u>\$ 0.720000</u>	/ \$100 valuation	<u>\$ 0.720000</u>	/ \$100 valuation	<u>\$ 0.720000</u>	/ \$100 valuation
General	\$ 0.549389	/ \$100 valuation	\$ 0.561659	/ \$100 valuation	\$ 0.568794	/ \$100 valuation
Debt Service	\$ 0.170611	/ \$100 valuation	\$ 0.158341	/ \$100 valuation	\$ 0.151206	/ \$100 valuation

* Includes delinquent taxes and penalties and interest for the General and Debt Service Funds.

**CITY OF DEER PARK
SUMMARY OF SALES & MIXED BEVERAGE TAX
FISCAL YEAR 2019 - FISCAL YEAR 2021**

Payment		City of Deer Park			CCPD			FCPEMSD		
Received	Collected	FY 2019	FY 2020	FY 2021	FY 2019	FY 2020	FY 2021	FY 2019	FY 2020	FY 2021
Oct	Aug	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov	Sep	775	896	-	-	-	-	-	-	-
Dec	Oct	519,061	656,198	546,359	129,314	163,019	135,643	137,879	162,425	135,192
Jan	Nov	517,068	587,743	-	127,484	144,631	-	135,481	144,147	-
Feb	Dec	610,264	681,881	-	151,307	163,512	-	164,853	162,431	-
Mar	Jan	519,639	520,657	-	128,544	120,672	-	144,803	119,971	-
Apr	Feb	550,468	700,365	-	135,404	175,831	-	143,461	175,187	-
May	Mar	729,462	630,602	-	180,387	154,444	-	205,507	152,842	-
Jun	Apr	690,363	549,998	-	175,976	134,712	-	186,480	133,764	-
Jul	May	611,244	510,825	-	154,921	133,401	-	154,626	136,235	-
Aug	Jun	630,438	611,540	-	155,831	153,295	-	153,731	152,797	-
Sep	Jul	1,864,265	1,634,695	-	470,780	409,418	-	467,240	407,442	-
Total		<u>\$ 7,243,047</u>	<u>\$ 7,085,400</u>	<u>\$ 546,359</u>	<u>\$ 1,809,948</u>	<u>\$ 1,752,935</u>	<u>\$ 135,643</u>	<u>\$ 1,894,061</u>	<u>\$ 1,747,241</u>	<u>\$ 135,192</u>
YTD		<u>\$ 519,836</u>	<u>\$ 657,094</u>	<u>\$ 546,359</u>	<u>\$ 129,314</u>	<u>\$ 163,019</u>	<u>\$ 135,643</u>	<u>\$ 137,879</u>	<u>\$ 162,425</u>	<u>\$ 135,192</u>
% of Budget		8.00%	10.11%	9.42%	9.01%	10.87%	10.05%	9.61%	10.83%	10.01%
Budget		\$ 6,500,000	\$ 6,500,000	\$ 5,800,000	\$ 1,435,200	\$ 1,500,000	\$ 1,350,000	\$ 1,435,200	\$ 1,500,000	\$ 1,350,000
% of Budget		111.43%	109.01%	9.42%	126.11%	116.86%	10.05%	131.97%	116.48%	10.01%

Payment		DPCDC		
Received	Collected	FY 2019	FY 2020	FY 2021
Oct	Aug	\$ -	\$ -	\$ -
Nov	Sep	375	433	-
Dec	Oct	259,518	328,084	273,180
Jan	Nov	257,598	293,082	-
Feb	Dec	305,118	340,925	-
Mar	Jan	259,805	260,313	-
Apr	Feb	273,805	349,282	-
May	Mar	364,717	315,286	-
Jun	Apr	345,166	274,984	-
Jul	May	303,702	254,346	-
Aug	Jun	315,204	305,755	-
Sep	Jul	931,240	816,540	-
Total		<u>\$ 3,616,248</u>	<u>\$ 3,539,030</u>	<u>\$ 273,180</u>
YTD		<u>\$ 259,893</u>	<u>\$ 328,517</u>	<u>\$ 273,180</u>
% of Budget		9.28%	10.95%	10.12%
Budget		\$ 2,800,000	\$ 3,000,000	\$ 2,700,000
% of Budget		129.15%	117.97%	10.12%

The following is an approximation of sales tax revenue by category based on a 17-year average from 2002-2018. This represents the most recent data available for the City and provides a relative scale for the source of the City's sales tax revenue.

Retail	33.66%
Wholesale	18.30%
Manufacturing	13.24%
Accommodation/Food Service	11.12%
Construction	8.28%
Real Estate/Rental/Leasing	6.69%
All Other	8.71%

**CITY OF DEER PARK
SUMMARY OF FRANCHISE TAXES
FISCAL YEAR 2019 - FISCAL YEAR 2021**

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>
Oct	\$ 99,590	\$ 99,711	\$ 190,127
Nov	197,171	103,385	5,719
Dec	103,810	198,233	199,500
Jan	42,616	138,482	
Feb	277,180	271,755	
Mar	99,685	3,827	
Apr	141,042	101,377	
May	407,207	280,386	
Jun	19,124	115,088	
Jul	138,940	189,462	
Aug	357,460	147,238	
Sep	<u>53,731</u>	<u>208,837</u>	
Total	<u>\$ 1,937,556</u>	<u>\$ 1,857,781</u>	<u>\$ 395,346</u>
YTD	<u>\$ 400,571</u>	<u>\$ 401,329</u>	<u>\$ 395,346</u>
% of Budget	21.08%	22.30%	24.71%
Budget	<u>\$ 1,900,000</u>	<u>\$ 1,800,000</u>	<u>\$ 1,600,000</u>
% of Budget	101.98%	103.21%	24.71%

Franchise taxes represent fees to use the public right-of-way for a private purpose.

**CITY OF DEER PARK
SUMMARY OF DEBT SERVICE PAYMENTS
FISCAL YEAR 2021**

<u>Series</u>	<u>Original</u>	<u>Debt</u>	<u>Fiscal Year Debt Service Payments</u>			
	<u>Issuance</u>	<u>Outstanding</u>	<u>Principal</u>	<u>Interest 3/15</u>	<u>Interest 9/15</u>	<u>Total</u>
2010 GO Refunding Bonds	\$ 6,295,000	\$ 390,000	\$ 390,000.00	\$ 7,800.00	\$ -	\$ 397,800.00
2011 Certificates of Obligation	3,390,000	2,430,000	170,000.00	2,550.00	-	172,550.00
2011 GO Refunding Bonds	3,490,000	850,000	290,000.00	12,750.00	8,400.00	311,150.00
2012 Certificates of Obligation	4,725,000	3,935,000	280,000.00	4,200.00	-	284,200.00
2012 GO Refunding Bonds	4,510,000	2,015,000	650,000.00	6,500.00	-	656,500.00
2013 Certificates of Obligation	6,925,000	6,315,000	245,000.00	104,000.00	100,325.00	449,325.00
2014 Certificates of Obligation	6,275,000	5,300,000	260,000.00	97,237.50	93,337.50	450,575.00
2014 GO & Refunding Bonds	2,920,000	2,210,000	280,000.00	35,687.50	31,487.50	347,175.00
2015 Certificates of Obligation	7,310,000	3,915,000	735,000.00	58,725.00	47,700.00	841,425.00
2015-A Certificates of Obligation	7,110,000	6,095,000	260,000.00	94,012.50	90,112.50	444,125.00
2016 Certificates of Obligation	9,450,000	4,305,000	690,000.00	34,224.75	28,739.25	752,964.00
2016 Ltd Tax Refunding Bonds	6,260,000	5,335,000	520,000.00	85,262.50	74,862.50	680,125.00
2016-A Certificates of Obligation	6,885,000	6,175,000	190,000.00	101,262.50	99,362.50	390,625.00
2017 Certificates of Obligation	2,700,000	1,795,000	435,000.00	16,962.75	12,852.00	464,814.75
2017-A Certificates of Obligation	5,150,000	4,690,000	190,000.00	67,475.00	65,575.00	323,050.00
2018 Certificates of Obligation	6,300,000	5,955,000	180,000.00	107,677.50	104,077.50	391,755.00
2019 Certificates of Obligation	4,185,000	4,055,000	140,000.00	81,850.00	78,350.00	300,200.00
2019 Ltd Tax Refunding Bonds	4,240,000	4,240,000	385,000.00	103,600.00	93,975.00	582,575.00
2020 Certificates of Obligation	5,000,000	5,000,000	160,000.00	41,714.45	82,125.00	283,839.45
2020 Ltd Tax Refunding Bonds	6,570,000	6,570,000	-	56,246.67	115,050.00	171,296.67
Total General Obligation Debt		<u>\$ 81,575,000</u>	<u>\$ 6,450,000.00</u>	<u>\$ 1,119,738.62</u>	<u>\$ 1,126,331.25</u>	<u>\$ 8,696,069.87</u>

**CITY OF DEER PARK
ALLOCATION OF DEBT SERVICE PAYMENTS BY FUND
FISCAL YEAR 2021**

<u>Series</u>	<u>Original</u>	<u>Debt</u>	<u>Fiscal Year Debt Service Payments</u>			
	<u>Issuance</u>	<u>Outstanding</u>	<u>Principal</u>	<u>Interest - Mar</u>	<u>Interest - Sep</u>	<u>Total</u>
<u>General Fund</u>						
2010 GO & GO Refunding Bonds	\$ 6,295,000	\$ 390,000	\$ 390,000.00	\$ 7,800.00	\$ -	\$ 397,800.00
2011 Certificates of Obligation	1,186,500	850,500 #	59,500.00	892.50	-	60,392.50
2011 GO Refunding Bonds	872,500	297,500 #	101,500.00	4,462.50	2,940.00	108,902.50
2012 Certificates of Obligation	1,181,250	1,377,250 #	98,000.00	1,470.00	-	99,470.00
2012 GO Refunding Bonds	4,510,000	2,015,000	650,000.00	6,500.00	-	656,500.00
2013 Certificates of Obligation	2,423,750	2,210,250 #	85,750.00	36,400.00	35,113.75	157,263.75
2014 Certificates of Obligation	1,568,750	1,855,000 #	91,000.00	34,033.12	32,668.12	157,701.24
2014 GO & GO Refunding Bonds	1,483,750	1,318,435 #	135,005.00	22,314.02	20,288.95	177,607.97
2015 Certificates of Obligation	7,310,000	3,915,000	735,000.00	58,725.00	47,700.00	841,425.00
2015-A Certificates of Obligation	1,777,500	2,133,250 #	91,000.00	32,904.37	31,539.37	155,443.74
2016 Certificates of Obligation	9,450,000	4,305,000	690,000.00	34,224.75	28,739.25	752,964.00
2016 Limited Tax Refunding	6,260,000	5,335,000	520,000.00	85,262.50	74,862.50	680,125.00
2016-A Certificates of Obligation	1,721,250	2,161,250 #	66,500.00	35,441.87	34,776.87	136,718.74
2017 Certificates of Obligation	2,700,000	1,795,000	435,000.00	16,962.75	12,852.00	464,814.75
2017-A Certificates of Obligation	1,287,500	1,641,500 #	66,500.00	23,616.25	22,951.25	113,067.50
2018 Certificates of Obligation	1,575,000	2,084,250 #	63,000.00	37,687.12	36,427.12	137,114.24
2019 Certificates of Obligation	920,700	1,419,250 #	49,000.00	28,647.50	27,422.50	105,070.00
2019 Limited Tax Refunding	4,240,000	4,240,000	385,000.00	103,600.00	93,975.00	582,575.00
2020 Certificates of Obligation	1,750,000	1,750,000 #	56,000.00	14,600.05	28,743.75	99,343.80
2020 Limited Tax Refunding	6,570,000	6,570,000	-	56,246.67	115,050.00	171,296.67
		<u>47,663,435</u>	<u>4,767,755.00</u>	<u>641,790.97</u>	<u>646,050.43</u>	<u>6,055,596.40</u>
<u>Water/Sewer Fund</u>						
2011 Certificates of Obligation	2,203,500	1,579,500 #	110,500.00	1,657.50	-	112,157.50
2011 GO Refunding Bonds	2,617,500	552,500 #	188,500.00	8,287.50	5,460.00	202,247.50
2012 Certificates of Obligation	3,543,750	2,557,750 #	182,000.00	2,730.00	-	184,730.00
2013 Certificates of Obligation	4,501,250	4,104,750 #	159,250.00	67,600.00	65,211.25	292,061.25
2014 Certificates of Obligation	4,706,250	3,445,000 #	169,000.00	63,204.38	60,669.38	292,873.76
2014 GO & GO Refunding Bonds	1,436,250	891,565 #	144,995.00	13,373.48	11,198.55	169,567.03
2015-A Certificates of Obligation	5,332,500	3,961,750 #	169,000.00	61,108.13	58,573.13	288,681.26
2016-A Certificates of Obligation	5,163,750	4,013,750 #	123,500.00	65,820.63	64,585.63	253,906.26
2017-A Certificates of Obligation	3,862,500	3,046,500 #	123,500.00	43,858.75	42,623.75	209,982.50
2018 Certificates of Obligation	4,725,000	3,870,750 #	117,000.00	69,990.38	67,650.38	254,640.76
2019 Certificates of Obligation	3,264,300	2,635,750 #	91,000.00	53,202.50	50,927.50	195,130.00
2020 Certificates of Obligation	3,250,000	3,250,000 #	104,000.00	27,114.40	53,381.25	184,495.65
		<u>33,911,565</u>	<u>1,682,245.00</u>	<u>477,947.65</u>	<u>480,280.82</u>	<u>2,640,473.47</u>
		<u>\$ 81,575,000</u>	<u>\$ 6,450,000.00</u>	<u>\$ 1,119,738.62</u>	<u>\$ 1,126,331.25</u>	<u>\$ 8,696,069.87</u>

Allocation to General and Water/Sewer Fund

**CITY OF DEER PARK
SUMMARY OF WATER & SEWER CONSUMPTION BILLED
FISCAL YEAR 2019 - FISCAL YEAR 2021**

Fiscal Month	FY 2019		FY 2020		FY 2021	
	<u>Consumption (1,000 gallons)</u>		<u>Consumption (1,000 gallons)</u>		<u>Consumption (1,000 gallons)</u>	
	<u>Water *</u>	<u>Sewer</u>	<u>Water *</u>	<u>Sewer</u>	<u>Water *</u>	<u>Sewer</u>
Oct	106,100	90,830	100,595	86,785	97,482	81,657
Nov	80,133	71,332	84,500	73,086	89,675	76,830
Dec	82,029	74,997	82,815	74,050	83,008	71,862
Jan	76,544	71,918	78,426	72,623		
Feb	78,649	74,414	72,871	67,271		
Mar	72,329	68,967	75,551	71,060		
Apr	71,112	67,810	69,074	64,413		
May	81,055	73,146	82,254	73,850		
Jun	85,979	72,928	95,638	82,718		
Jul	100,310	86,811	89,416	78,084		
Aug	88,994	76,343	91,784	78,176		
Sep	97,288	81,129	92,819	79,457		
Total	<u>1,020,522</u>	<u>910,625</u>	<u>1,015,743</u>	<u>901,573</u>	<u>270,165</u>	<u>230,349</u>
YTD	<u>268,262</u>	<u>237,159</u>	<u>267,910</u>	<u>233,921</u>	<u>270,165</u>	<u>230,349</u>

* Includes water and irrigation meters



Legislation Details (With Text)

File #: ACT 21-009 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 4/9/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Acceptance of completion of the 2020 Sidewalk Improvement Project.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [Balancing change order- 2020 sidewalk project](#)
[Pay Estimate No. 6 & Final](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Acceptance of completion of the 2020 Sidewalk Improvement Project.

Summary:

The 2020 Sidewalk Improvement Project was awarded to Teamwork Construction on 7/21/2020 at a cost of \$245,588.00.

The total construction cost was \$294,638.49, which includes a change order for \$49,050.49.

The project has been completed and is ready for Council acceptance.

Fiscal/Budgetary Impact: The project was funded out of the \$300k budgeted in the Capital Improvement Fund (Fund 90)

Staff recommends acceptance of this project.

CITY OF DEER PARK

Balancing Change Order

Sidewalk Improvements Project - 2020

PROJECT NO.: 3886-20

4/20/2021

Brief Description of Changes:

This balancing change order is to add the additional work line items associated with the items listed in RED. This quantity overrun was acceptable because the overall project cost was under the budget amount and additional change orders were not over 120% of the original contract bid

Add or Delete Items:

Item	Description	Unit	Quantity	Final Quantity	Unit Price	Original Total	Final Total	Over/(Under)
1	Mobilization	LS	1	1	\$ 21,950.00	21,950.00	\$ 21,950.00	\$ -
2	Concrete sidewalk - 4-inch	SY	3692	3982.6	\$ 46.00	169,832.00	\$ 183,199.60	\$ 13,367.60
3	Handicap ramp	SY	228	220	\$ 60.00	13,680.00	\$ 13,200.00	\$ (480.00)
4	Landing for handicap ramps	SY	120	216	\$ 76.00	9,120.00	\$ 16,416.00	\$ 7,296.00
5	Concrete - removal	SY	1090	1691	\$ 15.50	16,895.00	\$ 26,210.50	\$ 9,315.50
6	Traffic control	LS	1	1	\$ 3,950.00	3,950.00	\$ 3,950.00	\$ -
7	CONCRETE TRUCK WASHOUT	LS	1	1	\$ 1,500.00	1,500.00	\$ 1,500.00	\$ -
8	FILTER FABRIC FENCE	LF	250	0	\$ 0.50	125.00	\$ -	\$ (125.00)
9	INLET PROTECTION BARRIERS	EA	10	0	\$ 25.00	250.00	\$ -	\$ (250.00)
10	4-INCH PVC UNDER SIDEWALK	LF	60	74	\$ 2.00	120.00	\$ 148.00	\$ 28.00
11	6-INCH PVC UNDER SIDEWALK	LF	24	37.89	\$ 2.25	54.00	\$ 85.25	\$ 31.25
12	ADJUST TO GRADE - WATER VALVE BOX	EA	10	0	\$ 95.00	950.00	\$ -	\$ (950.00)
13	ADJUST TO GRADE - WATER METER BOX	EA	10	6	\$ 95.00	950.00	\$ 570.00	\$ (380.00)
14	ADJUST TO GRADE - MANHOLE RING	EA	5	6	\$ 195.00	975.00	\$ 1,170.00	\$ 195.00
15	CURB - 6-INCH	LF	40	197	\$ 12.00	480.00	\$ 2,364.00	\$ 1,884.00
16	CONCRETE - DRIVEWAY	SY	50	331.6	\$ 72.00	3,600.00	\$ 23,875.20	\$ 20,275.20
17	Concrete sidewalk - 4-inch	SY	13	0	\$ 89.00	1,157.00	\$ -	\$ (1,157.00)
Total						245,588.00	\$ 294,638.55	\$ 49,050.55

Contract Summary:

Original Contract Price			\$ 245,588.00
Previous Change Orders			\$ -
This Change Order			\$ 49,050.55
Revised Contract Price			\$ 294,638.55

Original Contract Duration - Calendar Days			120
Previous Time Extensions			0
This Change Order			0
Revised Contract Duration - Calendar Days			120

Ramiro Adam Ballesteros 04-15-2020

Contractor _____ Date _____

City Engineer R. Adam Ballesteros Date _____

City of Deer Park Mayor _____ Date _____



Pay Estimate No. 6 & Final

CONTRACTOR: Teamwork Construction Services, Inc.
16111 Hollister Street
Houston, TX 77066

Start Date (NTP): 11/16/2020

From: 3/4/2021 To: 3/22/2021

CONTRACT TIME: _____ CALENDER DAYS
EXTENSIONS: _____ DAYS
ADJUSTED CONTRACT TIME: _____
TIME USED: _____ DAYS

PERCENT WORK COMPLETED: _____

PERCENT TIME USED: _____

ANALYSIS OF CONTRACT AMOUNT

Contract Amount	\$	245,588.00
Plus Additions: Change Order	\$	49,050.49
Deducts: Change Order No.	\$	-
Adjusted Contract Amount:	\$	294,638.49
Work Performed to Date:	\$	294,638.49
Less 10% Retainage:	\$	-
Net Amount Earned to Date:	\$	294,638.49
Add materials Stored Close of Period:	\$	-
Less 10% Retained on Material:	\$	-
Sub-Total:	\$	294,638.49
Less Previous Payments:	\$	265,174.64
****AMOUNT DUE THIS ESTIMATE****	\$	29,463.85

APPROVED:

AGREED:

By: _____

By: 
Teamwork Construction Services, Inc.

Date: _____

Date: 3/29/2021

DEER PARK SIDEWALK IMPROVEMENT PROJECT										
Schedule of Values										
Item No.	Description	Unit	QTY	Unit Price	Total Cost	Previous Bill Quantity To Date	Previous Billed Amount To Date	Bill Quantity This Period	Billed Amount This Period	Amount Left to Bill
1	Mobilization, Bonds and Permitting	LS	1.00	\$ 21,950.00	\$ 21,950.00	1	\$ 21,950.00	0	\$ -	\$ -
2	Furnish Materials and Labor to Construct 4-inch Thick Concrete Sidewalk, as shown on plans and according to specifications, complete and in place.	SY	3,692.00	\$ 46.00	\$ 169,832.00	3982.6	\$ 183,199.60	0	\$ -	\$ (13,367.60)
3	Furnish Materials and Labor to Construct Handicap Ramps, as shown on plans and according to specifications, complete and in place	SY	228.00	\$ 60.00	\$ 13,680.00	220	\$ 13,200.00	0	\$ -	\$ 480.00
4	Furnish Materials and Labor to Construct Landing for Handicap Ramps, including Tactile Warning Surface Tile as shown on plans and according to specifications, complete and in place	SY	120.00	\$ 76.00	\$ 9,120.00	216	\$ 16,416.00	0	\$ -	\$ (7,296.00)
5	Furnish Materials and Labor to Remove Concrete Sidewalk, Pavement and Curb, Including Saw Cutting and Disposal, as shown on plans and according to specifications, complete and in place	SY	1,090.00	\$ 15.50	\$ 16,895.00	1691	\$ 26,210.50	0	\$ -	\$ (9,315.50)
6	Furnish Materials and Labor for Construction Traffic Control, as shown on plans and according to specifications, complete and in place	LS	1.00	\$ 3,950.00	\$ 3,950.00	1	\$ 3,950.00	0	\$ -	\$ -
7	Furnish Materials and Labor to Install and Maintain Concrete Truck Washout as shown on plans and according to specifications. Includes removal and disposal, complete and in place	LS	1.00	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	0	\$ -	\$ -
8	Furnish Materials and Labor to Install and Maintain Filter Fabric Fence as shown on plans and according to specifications, includes removal and disposal, complete and in place	LF	250.00	\$ 0.50	\$ 125.00	0	\$ -	0	\$ -	\$ 125.00
9	Furnish Materials and Labor to Install and Maintain Inlet Protection Barriers, as shown on plans and according to specifications. Includes removal and disposal, complete and in place	EA	10.00	\$ 25.00	\$ 250.00	0	\$ -	0	\$ -	\$ 250.00
10	Furnish Materials and Labor to Install 4-inch Schedule 4 PVC Pipe Under Sidewalk, as shown on plans and according to specifications, complete and in place	LF	60.00	\$ 2.00	\$ 120.00	74	\$ 148.00	0	\$ -	\$ (28.00)
11	Furnish Materials and Labor to Install 6-inch Schedule 40 PVC Pipe Under Sidewalk, as shown on plans and according to specifications, complete and in place	LF	24.00	\$ 2.25	\$ 54.00	37.86	\$ 85.19	0	\$ -	\$ (31.19)
12	Furnish Materials and Labor to Adjust Water Valve Box to Grade, as shown on plans and according to specifications, complete and in place	EA	10.00	\$ 95.00	\$ 950.00	0	\$ -	0	\$ -	\$ 950.00
13	Furnish Materials and Labor to Adjust Water Meter Box to Grade, as shown on plans and according to specifications, complete and in place	EA	10.00	\$ 95.00	\$ 950.00	6	\$ 570.00	0	\$ -	\$ 380.00
14	Furnish Materials and Labor to Adjust Manhole Ring and Cover to Grade, as shown on plans and according to specifications, complete and in place	EA	5.00	\$ 195.00	\$ 975.00	6	\$ 1,170.00	0	\$ -	\$ (195.00)
15	Furnish Materials and Labor to Replace 6-inch Curb (excludes curb included with ramp), as shown on plans and according to specifications, complete and in place	LF	40.00	\$ 12.00	\$ 480.00	197	\$ 2,364.00	0	\$ -	\$ (1,884.00)
16	Furnish Materials and Labor to Construct Concrete Driveways, All Thicknesses, Including 6-inch Curbs, as shown on plans and according to specifications, complete and in place	SY	50.00	\$ 72.00	\$ 3,600.00	331.6	\$ 23,875.20	0	\$ -	\$ (20,275.20)
17	Furnish Materials and Labor to Construct 10-inch Thick Concrete Sidewalk, as shown on plans and according to specifications, complete and in place	SY	13.00	\$ 89.00	\$ 1,157.00	0	\$ -	0	\$ -	\$ 1,157.00
	Contract Total				\$ 245,588.00		\$ 294,638.49		\$ -	\$ (49,050.49)
							Total Amount Billed:		\$ 294,638.49	
	Project Start Date: 11/16/2020						Amount Retained (0%):		\$ -	
	Billing: 2/6/2021 - 3/3/2021						Previous Payments:		\$ 265,174.64	
							Total Deductions:		\$ 265,174.64	
							Amount Due for Payment:		\$ 29,463.85	



Legislation Details (With Text)

File #: ACT 21-008 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 4/7/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Acceptance of completion of the construction of a concession stand facility at Dow Park and release of final payment and retainage to W & R Construction Co.,LLC.

Sponsors:

Indexes:

Code sections:

Attachments: [Pay Request #5 FINAL](#)
[Affidavit of Payment](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Acceptance of completion of the construction of a concession stand facility at Dow Park and release of final payment and retainage to W & R Construction Co.,LLC.

Summary:

W & R Construction Co.,LLC. has completed the construction of a concession stand facility at Dow Park and is now ready for Council acceptance and release of final payment. The project was completed in the amount of \$199,200 including original contracted amount and change orders.

The final payment for this project is \$22,714.50 which will complete the \$199,200 project total.

The project is completed and the contract is ready to be closed out and final payment issued.

Attached is a copy for the final payment application and conditional waiver and release of final payment.

Fiscal/Budgetary Impact:

\$ 197,000	090-432-49030	FY 20-21 Capital Outlay
\$ 181,500	090-432-49030	Original Contract Sum
\$ 17,700	090-432-49030	<u>Change order total</u>
\$ 199,200		Final project cost including change orders

Recommendation is to accept of completion the construction of a concession stand facility at Dow Park and release of final payment and retainage to W & R Construction Co.,LLC.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side)

PAGE ONE OF 2 PAGES

TO (OWNER): City of Deer Park, Texas
c/o Accounts Payable

PROJECT:
Concession Building

710 E. San Augustine
Deer Park, Texas 77536

adit Dow Park

FROM (CONTRACTOR):
W & R CONSTRUCTION CO., LLC
4410 Osby Dr.
HOUSTON, TEXAS 77096

INVOICE NO. 5 FINAL
PURCHASE ORDER NO.

Distribution to:
☒ OWNER

CONTRACT NO. 0000001

☐ CONTRACTOR
☐ ARCHITECT

PERIOD: FROM 3/09/2021 TO: 4/12/2021
CONTRACT DATE: 12/14/2020

CONTRACT FOR: Dow Park Concession Building

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$181,500.00
2. Net change by Change Orders \$17,700.00
3. CONTRACT SUM TO DATE (line 1 ± 2) \$199,200.00
4. TOTAL COMPLETED & STORED TO DATE \$199,200.00

(Column G on G703)

5. RETAINAGE:

0% of Completed &
Stored Work

Less Retainage

6. TOTAL EARNED LESS RETAINAGE \$199,200.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$176,485.50
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$22,714.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$0.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS
Total changes approved in previous months by Owner	
Total approved this Month	
TOTALS	
NET CHANGES by Change Order	

The undersigned Contractor certifies that the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: W & R Construction Co. LLC

By: Marcus W. R. Construction Co. LLC Date: 4-12-2021
State of: TEXAS
County: HARRIS

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 2 of 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

APPLICATION NO.: 5 (FINAL)

containing Contractor's signed Certification, is attached.

APPLICATION DATE: 4/6/2021

In tabulations below, amounts are stated to the nearest dollar.

PERIOD: FROM 3/09/2021 TO 4/12/2021

PURCHASE ORDER -

CONTRACT NO. 0000001

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)
1	Bonds & Insurance	\$11,500.00	\$11,500.00	\$0.00	\$0.00	\$11,500.00	100%	\$0.00
2	Mobilization	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00
3	Grading & Foundation Install	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$24,000.00	100%	\$0.00
4	CMU Block, Materials & Labor	\$16,500.00	\$16,500.00	\$0.00	\$0.00	\$16,500.00	100%	\$0.00
5	2nd Story Framing & Siding	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00
6	Metal Roof Installation	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	100%	\$0.00
7	Electrical	\$18,000.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00	100%	\$0.00
8	HVAC	\$18,500.00	\$18,500.00	\$0.00	\$0.00	\$18,500.00	100%	\$0.00
9	Plumbing	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	100%	\$0.00
10	Electrical Shutters	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00
11	Doors	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	100%	\$0.00
12	Windows	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	100%	\$0.00
13	Prefabricated Stairs	\$16,500.00	\$16,500.00	\$0.00	\$0.00	\$16,500.00	100%	\$0.00
14	Sidewalks	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00
15	Change Order #1	\$11,420.00	\$11,420.00	\$0.00	\$0.00	\$11,420.00	100%	\$0.00
16	Change Order #2	\$3,175.00	\$3,175.00	\$0.00	\$0.00	\$3,175.00	100%	
17	Change Order #3	\$3,105.00	\$0.00	\$3,105.00	\$0.00	\$3,105.00	100%	
		\$199,200.00	\$196,095.00	\$3,105.00		\$199,200.00		\$0.00

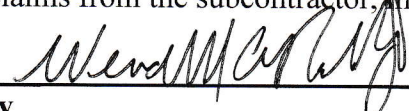
AFFIDAVIT OF BILLS PAID

**THE STATE OF TEXAS
COUNTY OF HARRIS**

Wendell Robbins Jr. Being first duly sworn, states that ^{he} ~~she~~ is President of W+R Construction Co. LLC
Of Harris County of Texas, hereinafter called "Company", and the said Company has
performed work and/or furnished materials and labor to
City Of Deer Park hereinafter called "Owner" pursuant to a contract, dated
with Owner (hereinafter called "Contract") for the construction of:
PROJECT: Dow Concession Stand

PROJECT NO: _____

That all just and lawful invoices against the Company for labor, materials and expendable equipment employed in the performance of the Contract and have been paid in full (with the exception of the attached invoice) prior to acceptance of payments from the Owner, and that the company agrees to indemnify and hold the owner and engineers harmless from all liability arising from claims by subcontractors, material men and suppliers under contract, and that no claims have been made or filed upon the payment bond, that the company has not received any claims or notice of claims from the subcontractor, material men and suppliers.


By
President
Title

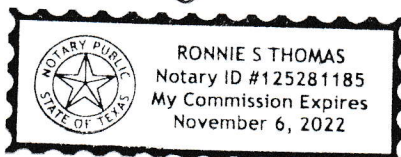
**THE STATE OF TEXAS
COUNTY OF HARRIS**

BEFORE ME, The undersigned authority, on this day personally appeared
WENDELL ROBBINS of W+R CONSTRUCTION CO. LLC, and known to me to be the person and officer
whose name is subscribed to the foregoing instrument and acknowledged to me that the
executed the same as the act and deed of such limited partnership for the purpose of
consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 13th **DAY OF**
APRIL, 2021 ~~2020~~

My commission expires: Nov. 6th 2022


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS





Legislation Details (With Text)

File #: ACT 21-010 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 4/12/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Acceptance of completion of the Park Meadows Sanitary Sewer Rehabilitation Project.
Sponsors: Public Works
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Acceptance of completion of the Park Meadows Sanitary Sewer Rehabilitation Project.

Summary:

The project consisted of pipe bursting 25,316 Linear Feet of sanitary sewer ranging from 6" to 12" in diameter in the Park Meadows Subdivision. These sanitary lines were in a degraded condition and needed to be rehabilitated due to severe line breaks and collapses. This project was part of our ongoing mission to rehabilitate the City's sewer system to reduce water infiltration that can cause severe strain on the City's Wastewater Treatment Plant.

The services purchased of Vaught Services through the Buy Board totaling \$1,957,242.05. Due to unforeseen construction issues with several lines in close proximity to pools and storage buildings, there were overages on the project for UV lining of the pipe. The total for the overages is shown in a balancing change order in the amount of \$10,854.20. The project's total cost is \$1,968,096.25. The project has been completed and is ready for Council acceptance.

Fiscal/Budgetary Impact:

This project was funded out of Bond Fund 511 Water/Sewer
Staff is recommending that council accept completion of the project.



Legislation Details (With Text)

File #: AUT 21-017 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 4/1/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Authorization to advertise and accept bids for a one-year supply of garbage bags.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Authorization to advertise and accept bids for a one-year supply of garbage bags.

Summary:

The City of Deer Park ordered and distributed or sold 40-gallon garbage bags with 2-mil thickness last year. The City purchased 20,000 rolls from Houston Poly Bag at a cost of \$7.91 per roll for a total of \$158,200. Approximately, 7,000 garbage bags are currently in stock. There are 10,017 active residential water accounts currently, and each account is eligible to receive two (2) rolls of garbage bags for a total of 20,034 rolls. In the one-year period from January 2020 through December 2020, the City sold 903 rolls of garbage bags. Additionally, the City processed 1,100 new service applications last year (existing addresses) and each new account holder receives two rolls of garbage bags (or one roll if the application is processed after April 1).

In late November 2020 City Council approved the City to purchase an additional amount for a 20% discount. Houston Poly Bag miscalculated the quantity to manufacture for delivery and offered to sell the additional quantity to the City at the reduced rate. The City purchased an additional 3,360 rolls at a discounted price of \$6.35 per roll for a total of \$21,336.00.

The City proposes purchasing the same/size weight of garbage bags (40-gallon garbage bags with 2-mil thickness) for fiscal year 2021-2022 (October 1, 2021 through September 30, 2022), with bids to be requested for the following quantities.

18,000 rolls

20,000 rolls

Fiscal/Budgetary Impact:

Garbage bags are budgeted in the Sanitation Department (Account No. 010-402-43090, Garbage Bags).

Authorization to advertise and accept bids for a one-year supply of garbage bags.



Legislation Details (With Text)

File #: AUT 21-018 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 4/1/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Authorization to seek bids for a one (1) year supply of gasoline and diesel fuel to be used for all City of Deer Park vehicles and equipment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Authorization to seek bids for a one (1) year supply of gasoline and diesel fuel to be used for all City of Deer Park vehicles and equipment.

Summary:

The current vendor is Sun Coast Resources. The current contract expires on June 30, 2021.

Fuel bids are based on plus or minus the oil price index sheets (OPIS) as supplies to fuel distributors. The fuel price is not constant and will change depending on the price of fuel on the particular day the order is placed. Fuel is purchased for the Luella Complex and X-Street locations.

Fiscal/Budgetary Impact:

Fuel is budgeted in various departmental budgets, as necessary, with gasoline and diesel fuel budgeted as separate line items (expenditure accounts 43280 and 43290, respectively).

Authorization to advertise for bids for a one (1) year supply of gasoline and diesel fuel.



Legislation Details (With Text)

File #: PUR 21-008 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 4/7/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Consideration of and action on the purchase and installation of gas and diesel fuel pumps at the City Maintenance Facility.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [Signed Contingency Form](#)
[JF Petro - Buy Board Quote](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Consideration of and action on the purchase and installation of gas and diesel fuel pumps at the City Maintenance Facility.

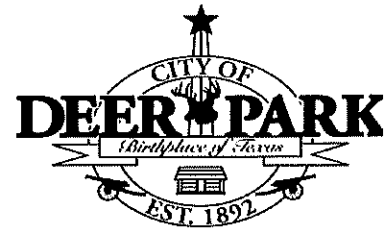
Summary: The Fleet Maintenance Division was budgeted \$65,000, this current fiscal year, to replace the diesel and gas suction pumps and install a new automatic tank monitoring system. We had several vendors perform a site visit to look over the existing equipment. During the site visit they found the fuel lines running beneath the concrete had collapsed under the suction of the existing pumps and need to be replaced as well. The current pumps were installed in the 1980's and are old, outdated, often shut down for repairs, and are no longer reliable.

We are requesting authorization to purchase the pump replacements from JF Petro Group, which is a member of the Buy Board, for a total cost of \$109,499.73. The budget overage amount of \$44,500 is being funded out of the Capital Improvement Fund contingency.

Fiscal/Budgetary Impact: \$65,000 in Fleet Maintenance budgeted funds and \$44,500 out of Capital Improvement contingency funds for a total of \$109,500.

Staff recommends council approve purchase and installation of the gas and diesel fuel pumps and replacement of the braided fuel lines.

CITY MANAGER
CONTINGENCY APPROVAL



Department: Public Works Division: Fleet Maintenance

Line Item Description: Machinery & Equipment G/L Code: 010-404-49040

Contingency Budgeted: \$750,000 G/L Code: 010-105-
090-900-45100 *JP*

Has this year's contingency been used on a previous request? NO
Yes or No

If yes, how much of the contingency has been used previously? _____

Contingency Amount Needed (include reason below): \$44,500.00

Reason for use of contingency amount (attach support documentation, e.g., quote):

\$65k was budgeted in 010-404-4904 to cover the cost of replacing the diesel and gas pumps at the
city maintenance facility. During the vendors site visit they found the fuel lines running beneath the
concrete, had collapsed under the suction of the existing pumps and need to be replaced as well.
The total quote is \$109,499.73 we are requesting \$44,500 in contingency funds to cover the extra
expense.

Requested By: *Kathy Halcomb* 4-8-21
Signature Date

Approved By
Department Director: *[Signature]* 4-7-21
Signature Date

Approved By
City Manager: *[Signature]* 4-8-21
Signature Date

Forward a Completed Copy to the Finance Director

JP 4-7-21
Initial & Date Received

2700 Aldine Bender
Houston, Texas 77032
(832) 418 - 8407

Date: 3/2/2021

Attn: Edwin Garcia

Proposal #2

Purchaser: The City of Deer Park
4100 Luella Ave
Deer Park, TX 77536

Sales Rep: Zac Conaway (HOU07)
Quote:

Work to be performed at: The City of Deer Park
4100 Luella Ave
Deer Park, TX 77536

JF Petro Group (hereinafter "JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

Texas Buy Board Pricing
590-19 | Fueling Systems and Equipment

Equipment:

2 x Gasboy 9153 Mechanical, Dual Hose, Single Product Dispenser, Standard flow 22 GPM, Black Sides and Top, White Doors External Filter, Totalizers, Pulsars
1 x Veeder-Root TLS4i ATG Console with two level probes & four STP liquid sump sensors

Scope of Work:

To notify the TCEQ of underground work being performed
To perform lock out tag out on all fueling systems electrical circuits
To barricade construction area
To remove two existing Gasboy pumps
To saw cut section on fuel island for dispenser sump installation
To excavate fuel island section for install of dispenser sumps
To install two dispenser sumps on fuel island
To saw cut section around ball float & suction line risers on both UST's
To excavate down to the tank top
To install containment sumps, STP's and riser for ATG probe
To provide and install one 3/4 HP STP assembly and one 1.5 HP STP assembly with mechanical leak detectors
To pipe new STP's to existing fuel lines at each UST with new flex hoses
To provide and install one over fill prevention drop tube in each UST
To saw cut two trenches one from the unleaded tank to the fuel island and one from the diesel tank back to the fuel island
To saw cut one trench from fuel island to the existing electrical panel at the shops exterior wall
To install new electrical potted conduit, wiring and explosion proof junctions from the existing electrical panel to dispenser and STP containment sumps using new trenches providing power to STP's and communication wiring to the ATG probes and sensors
To install new double wall fiberglass product piping from both the unleaded tank and the diesel tank using the new trenches to the fuel island
To install product piping and electrical conduit into new and through new dispenser sumps
To provide and install two new Gasboy single product dual hose dispensers
To provide and install new flex hoses where new fuel lines meet the dispenser sump
To provide and install new shear valves with stabilizer bars for each dispenser fuel line
To provide and install two new liquid sensor in new dispenser sumps

To anchor and pipe two new dispensers
 To provide and install new hanging hardware sets for each fueling position (nozzle, swivel, hose breakaway & whip)
 To provide and install one high hose retractor for one diesel fueling position
 To provide and pull two additional wires from the each dispenser to the existing electrical panel using existing conduit
 To install isolation relays in-line with dispenser wiring at the existing electrical panel for STP hook signal control
 To wire Fuel Master FMU system to the new dispenser using existing wiring and conduit
 To provide and install new ATG on the interior wall of the shop
 To provide and install new electrical potted conduit, wiring and explosion proof junctions from the existing electrical panel to new ATG supplying power
 To provide and install two new ATG probes and sensor at each UST
 To backfill excavation with existing spoil pile to 8" below grade
 To provide and install two 38" manways for STP access
 To pour concrete and finish over excavated areas with concrete to be 3,500 PSI with #3 rebar install 12" on center each way dowelled into existing concrete
 To connect electrical for STP's and dispensers to existing emergency stop button
 To purge product lines and perform line tests, tank tests, and leak detector testing
 To calibrate new dispensers
 To train site personnel on use of new equipment
 Commission all equipment with manufacture for warranties
 To clean construction area before completing job and leaving the site

Pricing:

Equipment:	\$26,074.12
Materials:	\$25,056.14
Labor:	\$58,369.47
Sub Total	<u>\$109,499.73</u>
Tax (Exempt)	<u>\$0.00</u>
Total	<u>\$109,499.73</u>

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF One Hundred Nine Thousand Four Hundred Ninety Nine and 73/100 Dollars (\$109,499.73) (the "Agreement Price") which does not include applicable sales tax.

This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.

Payment Schedule:

Payment due upon signing	\$30,000.00
Payment due upon shipping of equipment	\$30,000.00
Payment due upon electrical rough	\$30,000.00
Payment due upon completion	\$19,499.73

Exclusions:

- This proposal does not include file permits with The City of Deer Park
- This proposal does not include haul off of backfill material from the customers property
- This proposal assumes the soil will test negative for contamination and all soil will be left on site
- This proposal does not include dewatering



Legislation Details (With Text)

File #: AGR 21-021 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 4/9/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Consideration of and action on an agreement with Houston Community Newspapers.
Sponsors:
Indexes:
Code sections:
Attachments: [HCN](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Consideration of and action on an agreement with Houston Community Newspapers.

Summary:

During the period of this agreement, the fee rate for advertisements will be \$19.00 per column inch for any of the 24 Houston Community Newspapers (HCN). HCN also agrees to mail affidavits and tear sheets within one week of newspaper publication. HCN agrees to provide the City with a 15% discount off the open rate for employment advertisements to be published in any of our 24 newspapers that the City chooses.

Fiscal/Budgetary Impact:

Budgeted item.

Approval of agreement.



A Division of the Houston Chronicle

CONTRACT

This agreement entered on February 1, 2021 between City of Deer Park and Houston Community Newspapers, is for 52 weeks with a rate totaling \$19.00 per column inch for any of the 24 HCN newspapers. This agreement begins February 1, 2021 and ends on February 1, 2022.

HCN agrees to mail affidavits and tear sheets within one week of newspaper publication.

HCN also agrees to provide the City of Deer Park a 15% discount off the open rate for employment advertisements to be published in any of our 24 newspapers that the city chooses

Statements will be rendered at the beginning of each month, and the advertiser agrees to pay HCN in full. Failure to pay the bill within thirty (30) days of the statement date may result in cancellation of the contract at the discretion of HCN.

The advertiser agrees to adhere to the requirements as outlined in this agreement.

HOUSTON COMMUNITY NEWSPAPERS CITY OF DEER PARK

HCN Authorized Representative

Judith Vega Account Executive Classified

Approved by (Signature and Title)

Approved by (Signature and Title)

Judith Vega

Printed Name

Printed Name

4747 SW Frwy

Mailing Address

Mailing Address

Houston, Texas 77027

City, State, Zip

City, State, Zip

Phone Number



Legislation Details (With Text)

File #: RES 21-106 **Version:** 1 **Name:**
Type: Resolution **Status:** Agenda Ready
File created: 4/12/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Consideration of and action on a resolution opposing S.B. 1661 requiring City elections to be held in November of even numbered years.
Sponsors:
Indexes:
Code sections:
Attachments: [S.B. 1661](#)
[Oppose S.B. 1661-Res-04-2021](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Consideration of and action on a resolution opposing S.B. 1661 requiring City elections to be held in November of even numbered years.

Summary:

Senate Bill 1661, proposed by Paul Bettencourt is relating to the date on which cities may hold a general election. The proposed bill is asking to hold general elections of cities on the November uniform election date in an even- number year. Deer Park prefers to conduct all elections on the May uniform election date.

S.B. 1661 is attached.

Fiscal/Budgetary Impact:

Approve Resolution opposing S.B. 1661

87R849 TSS-D

By: Bettencourt

S.B. No. 1661

A BILL TO BE ENTITLED
AN ACT

relating to the date on which a city may hold a general election.

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

SECTION 1. Subchapter A, Chapter 41, Election Code, is amended by adding Section 41.0025 to read as follows:

Sec. 41.0025. GENERAL ELECTION FOR CITY. Notwithstanding any other law, the governing body of a city shall hold a general election of the city on the November uniform election date in an even-numbered year.

SECTION 2. Section 41.005(a), Election Code, is amended to read as follows:

(a) This section does not apply to a general election of a city or for county officers.

SECTION 3. Section 41.0052, Election Code, is amended by adding Subsection (a-1) and amending Subsections (c) and (d) to read as follows:

(a-1) The governing body of a city that holds a general election on a date other than the date of the general election for state and county officers shall, not later than November 1, 2022, hold its general election in conjunction with the general election for state and county officers.

(c) A home-rule city may implement the change required ~~[authorized]~~ by Subsection (a-1) ~~(a)~~ or provide for the election of all members of the governing body at the same election through the adoption of a resolution. The change contained in the resolution supersedes a city charter provision that requires a different general election date or that requires the terms of members of the governing body to be staggered.

(d) The holdover of a member of a governing body of a city in accordance with Section 17, Article XVI, Texas Constitution, so that a term of office conforms ~~[may be conformed]~~ to a new election date ~~[chosen]~~ under this section does not constitute a vacancy for purposes of Section 11(b), Article XI, Texas Constitution.

SECTION 4. Section 21.005, Local Government Code, is amended to read as follows:

Sec. 21.005. ~~[CHOICE OF]~~ UNIFORM ELECTION DATE FOR NEWLY INCORPORATED MUNICIPALITY. Not later than the first anniversary of the date of its incorporation, a newly incorporated municipality shall set its ~~[select a]~~ uniform election date in accordance with ~~[under]~~ Section 41.0025 ~~[41.001]~~, Election Code, to use for the general election of the members of the municipality's governing body.

SECTION 5. Section 22.003, Local Government Code, is amended to read as follows:

Sec. 22.003. DATE OF MUNICIPAL ELECTION. An election for officers of the municipality shall be held biennially ~~[annually, except as otherwise provided by law]~~ in each ward of the municipality in accordance with Section 41.0025 ~~[on an authorized uniform election date as provided by Chapter 41]~~, Election Code.

SECTION 6. Section 23.023(a), Local Government Code, is amended to read as follows:

(a) After the initial election, the election for the mayor, aldermen, and marshal shall be held biennially, in accordance with Section 41.0025 ~~[annually, except as otherwise provided by law, on an authorized uniform election date as provided by Chapter 41]~~,

Election Code.

SECTION 7. Section 23.025, Local Government Code, is amended to read as follows:

Sec. 23.025. INITIAL TERM OF OFFICE. The mayor, aldermen, and marshal elected at the initial election under Section 23.021 hold office until their successors have been duly elected at the following ~~[annual]~~ municipal election and have qualified.

SECTION 8. Section 23.026, Local Government Code, is amended to read as follows:

Sec. 23.026. REGULAR TERM OF OFFICE. ~~[(a)]~~ The mayor, aldermen, and marshal of the municipality are elected for a term of two years ~~[one year]~~ unless a longer term is established under ~~[Subsection (b) or under Article XI,]~~ Section 11, Article XI, ~~[of the]~~ Texas Constitution.

~~[(b) In lieu of one year terms of office, the governing body may provide by ordinance for two year staggered terms of office for the mayor and aldermen. If the governing body adopts the ordinance, the mayor and two aldermen serve for a term of two years. The two aldermen who serve two year terms are determined by drawing lots at the first meeting of the governing body following the annual municipal election held after the ordinance is adopted. The remaining aldermen hold office for an initial term of one year. Thereafter, all members of the governing body serve for a term of two years.]~~

SECTION 9. Section 24.023(c), Local Government Code, is amended to read as follows:

(c) The first regular election must be on an authorized uniform election date occurring:

(1) in the case of a community incorporating as a Type C general-law municipality, within two years ~~[one year]~~ after the expiration of the month in which the incorporation election is held; or

(2) in the case of a municipality changing to a Type C general-law municipality, within two years ~~[one year]~~ after the month in which the election on the change is held.

SECTION 10. Sections 22.034(b) and (c), Local Government Code, are repealed.

SECTION 11. The changes in law made by this Act apply only to an election ordered on or after the effective date of this Act. An election ordered before the effective date of this Act is governed by the law as it existed immediately before the effective date of this Act, and that law is continued in effect for that purpose.

SECTION 12. This Act takes effect September 1, 2021.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK TEXAS
OPPOSING SB 1661: REQUIRING CITY ELECTIONS TO BE HELD IN NOVEMBER OF
EVEN NUMBERED YEARS.**

WHEREAS, city elections have been held in May so they are not on the bottom of what is traditionally a very long November ballot; and

WHEREAS, SB 1661 seeks to require cities to change their May elections to coincide with November elections held in even-numbered years; and

WHEREAS, changing the election date from May to November in even years will further crowd the ballot and make city elections compete with county, state and federal elections; and

WHEREAS, currently city elections that are held annually to elect half of the city council will be held every two years and all members of city council will be elected at the same time.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
DEER PARK, TEXAS:**

That the City Council of the City of Deer Park, Texas opposes SB 1661 because holding local elections in November of even numbered years will position local initiatives in the down ballot and cause local elections to be held at the same time.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2021 **by a vote of** _____ **“Ayes” and** _____ **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 21-038 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 4/13/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Consideration of and action on the results of the joint public hearing and a proposed ordinance from the request of the FGI Investments No. 5 LLC and Representative Les Bird to rezone Lot 10 Block 8 Spencer View Terrace (7438 Evie Lane) from Single Family 1 (SF1) to Community Service (CS).

Sponsors:

Indexes:

Code sections:

Attachments: [Rezoning 7438 Evie Lane-04-2021](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Consideration of and action on the results of the joint public hearing and a proposed ordinance from the request of the FGI Investments No. 5 LLC and Representative Les Bird to rezone Lot 10 Block 8 Spencer View Terrace (7438 Evie Lane) from Single Family 1 (SF1) to Community Service (CS).

Summary:

The Planning and Zoning Commission conducted a public hearing on March 1, 2021 to hear testimony for and against FGI Investments No. 5 LLC and Representative Les Bird on the rezoning request. Based upon testimony, the recommendation of the Planning and Zoning Commission is the request be approved.

Fiscal/Budgetary Impact:

Approve the ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3886 OF THE CITY OF DEER PARK, TEXAS, ADOPTED MARCH 21, 2017, AS AMENDED BY TAKING LOT 10, BLOCK 8, SPENCER VIEW TERRACE SUBDIVISION ALSO KNOWN AS 7438 EVIE LANE, DEER PARK, HARRIS COUNTY, TEXAS OUT OF THE SINGLE-FAMILY ONE (SF-1) ZONING DISTRICT AND PLACING IT IN THE COMMUNITY SERVICE (CS) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING PENALTIES BY A FINE UP TO \$2,000.00 FOR EACH DAYS VIOLATION OF THE PROVISIONS OF SUCH ORDINANCE, AS AMENDED.

WHEREAS, a proposal has been made to amend Ordinance 3886 of the City of Deer Park, Texas, adopted March 21, 2017, as amended, by taking Lot 10, Block 8, Spencer View Terrace, also known as 7438 Evie Lane, Deer Park, Texas, out of the Single-Family One (SF-1) Zoning District and placing the same in the Community Service (CS) Zoning District under said Zoning Ordinance, and making the same subject to the rules and regulations now imposed by law in said District; and

WHEREAS, the City Council of the City of Deer Park, Texas, has received recommendations from the Planning and Zoning Commission of said City, recommending that such change **BE** made; and

WHEREAS, notice was duly and regularly given of the time and place of a Joint Public Hearing on said proposal as required by said Zoning Ordinance of the City of Deer Park, Texas and by the Statutes of the State of Texas; and, therefore, at the time and place set out in said Notice, all evidence for and against said proposal, and all persons desiring to be heard on said proposal were heard; and

WHEREAS, the City Council of the City of Deer Park, Texas finds that the general comprehensive zoning plan of the City of Deer Park, Texas, as a whole, and the health, safety, morals, convenience, comfort and general welfare of said City, taking into consideration, among other things, the character of the districts affected and their peculiar suitability for the particular purposes permitted therein, would be best subserved for said city, as a whole, under said Ordinance, as herein amended.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

1. That Ordinance 3886 of the City of Deer Park, Texas, adopted March 21, 2017, **BE** amended by taking out of the Single-Family One (SF-1) Zoning District and placing in the Community

Service (CS) Zoning District Lot 10, Block 8, Spencer View Terrace, also known as 7438 Evie Lane, Deer Park, Texas, more particularly described by metes and bounds legal description attached hereto.

2. In the event any part of this Ordinance or the application of the same to any person or circumstances shall, for any reason, be adjudged invalid or held unconstitutional by any court of competent jurisdiction, the same shall not affect, impair or invalidate the remaining portions of this Ordinance, or said Ordinance No. 3886, as amended, as a whole, or any part or provision thereof.

3. Any person or corporation who shall violate any of the provisions of this Ordinance or of said Ordinance No. 3886, as amended, and as amended hereby, or fails to comply therewith, or with any of the requirements thereof, or who shall build or alter any building in violation of any detailed statement or plan submitted and approved hereunder, or who shall occupy or use any land authorized by the certificate of occupancy applicable to such land or building, shall be guilty of a misdemeanor and shall be liable to a fine not more than \$2,000.00, and each day such violation shall be permitted to exist shall constitute a separate offense.

4. The owner or owners of any building or premises, or part hereof, where anything in violation of this Ordinance shall be placed, or shall exist, and any architect, builder, contractor, agent, person, or corporation employed in connection therewith and who may have assisted in the commission of any such violation shall be guilty of a separate offense, and upon conviction thereof shall be fined as herein provided.

5. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Government Code of the State of Texas.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2021 **by a vote of** _____ **“Ayes” and** _____ **“Noes”.**

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: BUD 21-001 **Version:** 1 **Name:**
Type: Budget **Status:** Agenda Ready
File created: 4/15/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Consideration of and action on an ordinance amending the 2020-2021 Budget for costs associated with the College Park Subdivision and Deer Park Gardens Subdivision for Phase I Drainage Improvements.

Sponsors:

Indexes:

Code sections:

Attachments: [Ord - Amend Budget FY21 - College Park and Deer Park Gardens Phase I Drainage Improvements](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Consideration of and action on an ordinance amending the 2020-2021 Budget for costs associated with the College Park Subdivision and Deer Park Gardens Subdivision for Phase I Drainage Improvements.

Summary:

Subsequent to Hurricane Harvey, the City contracted with the engineering firm of CobbFendley to perform engineering studies to develop alternatives to alleviate flooding associated in several areas of the City, including, but not limited to, the College Park and Deer Park Gardens subdivisions.

Harris County Commissioner Adrian Garcia initiated the Precinct 2 Partnership Projects in an effort to work collaboratively with municipalities, management districts, school districts, and area agencies to identify potential capital improvement projects and maintenance projects that will benefit the constituents of Precinct 2. The City submitted applications for partnership projects for the College Park Drainage Improvements and Deer Park Gardens - Phase I Drainage Improvements prior to the February 1, 2021 deadline. The City Council ratified the submittal of these applications on February 2, 2021.

That the City estimates the total cost of these projects and the City's 50% share as follows:

College Park Drainage = \$6,068,262 total. City's 50%/50% share = \$3,034,131.

Deer Park Gardens - Phase 1 Drainage = \$436,857 total. City's 50%/50% share = \$218,429.

Both projects combined = \$6,505,119 total. City's 50%/50% share = \$3,252,560.

It is necessary to amend the budget for the fiscal year ending September 30, 2021 to appropriate an additional \$3,252,560 for the City's share of the College Park Drainage Improvements and the Deer Park Gardens - Phase I Drainage Improvements as part of the Harris County Precinct 2 Partnership

Projects program.

Fiscal/Budgetary Impact:

Funding for the amendment to the expenditures of the adopted budget for the fiscal year ending September 30, 2021 will include the amount of \$3,252,560 from the unassigned fund balance of the General Fund, which is available for this purpose. The account # is: 090-410-49140.

Approve the ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2020-2021 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

I.

That the City of Deer Park's budget for the fiscal year ending September 30, 2021 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

II.

That the Deer Park City Council has identified storm water drainage improvements as a critical infrastructure need in the City's Strategic Plan.

III.

That subsequent to Hurricane Harvey, the City contracted with the engineering firm of CobbFendley to perform engineering studies to develop alternatives to alleviate flooding associated in several areas of the City, including, but not limited to, the College Park and Deer Park Gardens subdivisions.

IV.

That Harris County Commissioner Adrian Garcia initiated the Precinct 2 Partnership Projects in an effort to work collaboratively with municipalities, management districts, school districts, and area agencies to identify potential capital improvement projects and maintenance projects that will benefit the constituents of Precinct 2. The City submitted applications for partnership projects for the College Park Drainage Improvements and Deer Park Gardens – Phase I Drainage Improvements prior to the February 1, 2021 deadline. The City Council ratified the submittal of these applications on February 2, 2021.

V.

That the City estimates the total cost of these projects and the City's 50% share as follows:

College Park Drainage = \$6,068,262 total. City's 50%/50% share = \$3,034,131.

Deer Park Gardens – Phase 1 Drainage = \$436,857 total. City's 50%/50% share = \$218,429.

VI.

That it is necessary to amend the budget for the fiscal year ending September 30, 2021 to appropriate an additional \$3,252,560 for the City's share of the College Park Drainage Improvements and the Deer Park Gardens – Phase I Drainage Improvements as part of the Harris County Precinct 2 Partnership Projects program.

VII.

That funding for the amendment to the expenditures of the adopted budget for the fiscal year ending September 30, 2021 will include the amount of \$3,252,560 from the unassigned fund balance of the General Fund, which is available for this purpose.

VIII.

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2021, be, and the same is hereby, in all respects finally approved and amended as so described and shall be, and is hereby, filed with the City Secretary of said City.

IX.

That the amounts specified are for the purposes named in said budget, and they are hereby appropriated to and for such purposes.

X.

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

XI.

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2021 **by a vote of** _____ **“Ayes” and** _____ **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: AGR 21-023 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 4/14/2021 **In control:** City Council
On agenda: 4/20/2021 **Final action:**
Title: Consideration of and action on an agreement with Cobb Fendley for Professional Engineering Services for drainage improvements in College Park.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [College Park - CobbFendley Proposal - Council 04-20-2021](#)

Date	Ver.	Action By	Action	Result
4/20/2021	1	City Council		

Consideration of and action on an agreement with Cobb Fendley for Professional Engineering Services for drainage improvements in College Park.

Summary:

As you may recall, Cobb Fendley was hired to perform the engineering services to develop alternatives to alleviate flooding associated with the 2017 Hurricane Harvey rain event.

We have worked with CobbFendley to perform studies and professional engineering services for several other drainage improvement projects including, Heritage Addition, Delo-Elaine/Deer Park Manor and most recently for Deer Park Gardens - Norwood Street. We have been pleased with their work to this point and would appreciate being able to continue utilizing their professional services.

The project will consist of:

The design for this project includes the construction of new storm sewer on Luella Ave and along 5 side streets east of Luella Ave, including E. Lambuth Ln, E. Rutgers Ln, E. Columbia Ln, E. Dartmouth Ln and E. Princeton Ln. The project also includes a new detention pond and a new outfall into Willowspring Creek B112-00-00. The PER includes two preliminary routes for the outfall and detention pond location. The outfall route and detention pond location will be selected following the City's determination of the feasibility in obtaining land/easements.

Preliminary estimates for project schedule are based on of the feasibility in obtaining land/easements and funding partnership with Harris County Precinct 2.

Fiscal/Budgetary Impact:

The funding for the agreement in the amount of: \$513,256 will come out of Fund 90.

If the Harris County Pct. 2 Partnership agreement is approved this cost would be part of the project with a 50%/50% share between the City and County

Staff recommends entering into an agreement with Cobb Fendley



February 12, 2021

Mr. Bill Pedersen, P.E.
Public Works Director
City of Deer Park
710 E San Augustine
Deer Park, Texas 77536

Re: Proposal for Professional Engineering Services for
Drainage Improvements for College Park Drainage Improvements

Dear Mr. Pedersen:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to submit this proposal to provide Professional Engineering Services for the above-mentioned drainage improvement projects in Deer Park, Texas. CobbFendley proposes to provide the Scope of Services and Compensation as outlined in the attached Exhibit A and B.

The opportunity to propose professional survey and engineering service to the City of Deer Park is appreciated and we look forward to serving you on this project. Please advise if you have any questions or require additional information.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "CM Eastland", written over a faint circular line.

Charles M. Eastland, P.E.
Executive Vice President -
Regional Manager

Attachments

EXHIBIT A
SCOPE OF SERVICES & COMPENSATION

Cobb, Fendley & Associates, Inc.
Proposal for Professional Engineering Services for
Drainage Improvements for College Park Subdivision

Project/Limits

College Park Subdivision

The College Park Drainage Improvements Project provides for the construction of drainage improvements identified in the Preliminary Engineering Report (PER) for College Park Drainage Improvements – dated January 2021, prepared by CobbFendley. The project includes the construction of new storm sewer on Luella Ave and along 5 side streets east of Luella Ave, including E. Lambuth Ln, E. Rutgers Ln, E. Columbia Ln, E. Dartmouth Ln and E. Princeton Ln. The project also includes a new detention pond and a new outfall into Willowspring Creek B112-00-00. The PER includes two preliminary routes for the outfall and detention pond location. The outfall route and detention pond location will be selected following the City's determination of the feasibility in obtaining land/easements.

See *Exhibit C – Alternate 1 & Alternate 2*

General

Cobb, Fendley & Associates, Inc. (CobbFendley) will perform professional engineering services as follows: topographic survey, design phase services, bid phase services, and construction phase services.

Sub Consultants

CobbFendley shall subcontract the geotechnical investigation and any other services not specifically offered by CobbFendley to perform the tasks described in this scope of service. Below is a list of the consultants that we anticipate using for this project:

- Geotechnical Investigation – Terracon
- Environmental - Terracon

Construction Estimate

The preliminary construction cost estimate for this project is attached as Exhibit E.

BASIC SERVICES

CobbFendley will provide the following engineering services as part of its basic service. The specific items of service include:

Design Phase Services:

1. Data collection, including “as-built plans”, existing schematics, right-of-way maps, floodplain information, existing channel and drainage easement data, special specifications, and standard drawings.

2. Conduct field reconnaissance and collect data including a photographic record of notable existing features.
3. Prepare topographic drawings from survey data of the proposed alignment.
4. Perform utility investigation work involving the research and identification of all private and public utilities within the projects limits.
 - a. Research the existence of public utilities such as sanitary, storm sewer and waterlines.
 - b. Request any additional information from private utilities (CenterPoint Gas, CenterPoint Electric, AT&T and Others) and pipeline.
 - c. Identify potential conflicts between the existing utilities and the proposed project improvements.
 - d. Coordinate with utility companies on plans for relocations and provide updated project design information.
5. Provide construction plan drawings. The plans will include, at a minimum, the following.

<ul style="list-style-type: none">• Cover Sheet• Overall Project Layout• Typical Cross Sections• SWPP Plan• Demolition Plan• General Notes and Details	<ul style="list-style-type: none">• Drainage Area Map• Storm Sewer Layout• Survey Control Map• Plan and Profiles Sheets• Traffic Control Plan• Harris County ERS
---	---
6. CobbFendley will provide typical sections sheets prepared for the existing and proposed roadway. Typical section information will include:
 - a. Station Limits
 - b. Profile Grade Line Location
 - c. Centerline and Baseline Locations
 - d. Pavement Section
 - e. Pavement Cross Slopes
 - f. Curbs
 - g. Sidewalks
 - h. Green Space (Mow Strips)
7. CobbFendley will provide roadway plan and profile drawings using CADD standards as required by the City. The drawings will consist of a plan and profile view of existing features and proposed improvements.

Plan view will include:

- a. Roadway centerlines and baselines
- b. Pavement edges for all improvements
- c. Lane and pavement width dimensions

- d. Sidewalks
- e. Proposed structure locations
- f. Direction of traffic flow on all roadway, and arrows indicating the number of lanes
- g. Existing utilities and structures
- h. Benchmark information
- i. Proposed radius callouts
- j. Proposed curb locations
- k. Pavement Details

Profile view will include:

- a. Existing and proposed profiles along the proposed centerline
- b. Existing and Proposed Grade Lines for pavement and natural ground along the project centerline.

Notes: Storm Sewer Plan and Profiles and Roadway Plan and Profiles will be included on the same Sheet. Plan and Profile sheets will be prepared on 22"x34" format sheets.

- 8. Develop an earthwork analysis to determine earthwork quantities for the detention ponds.
- 9. Prepare Survey Control Sheets based on information provided by Project Surveyor.
- 10. Review Geotechnical Report and incorporate into the pavement design, storm sewer trench design, channel design and detention pond design as recommended.
- 11. Update the drainage model to utilize Atlas 14 rainfall data.
- 12. Update drainage area boundaries, hydrologic runoff rates and resultant flows for the systems included in the project area as necessary based on survey data.
- 13. Size proposed storm sewer to meet City's 2-year rainfall event.
- 14. Coordinate with Harris County Flood Control (HCFCD) for work performed within HCFCD facilities and obtain approvals. Prepare letter report including maps, model output and exhibits for HCFCD submittal.
- 15. CobbFendley will prepare Storm Water Pollution Prevention Plan (SW3P) sheets and details based on the latest NPDES, Harris County Stormwater Quality Standards and City standards to minimize the potential impact to receiving waterways. The SW3P sheets will include:
 - a. Erosion control measures to be used
 - b. Locations of erosion control devices
 - c. Permanent erosion control measures
 - d. Erosion control measure detail sheet(s)

16. CobbFendley will prepare Traffic Control Plan (TCP) sheets in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for Streets and Highways (latest edition). Plans sheets will include the following:
 - a. Written narrative of the construction sequencing and work activities per phase.
 - b. Existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence.
 - c. Typical sections for each phase
 - d. Proposed traffic control devices at grade intersections during each construction phase (stop signs, flag person, signals, etc.).
 - e. Temporary structures and detours required to maintain lane continuity throughout the construction phasing.
 - f. Continuous, safe access to each adjacent property during all phases of construction and to preserve existing access.
 - g. Interim signing for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs.
 - h. Maintain continuous access to abutting properties during all phases of the TCP.
17. Coordinate and submit plans to Harris County Flood Control District for Approval. (Express Review Sheet)
18. Prepare contract bidding documents consisting of technical specifications and contract documents outlining the construction contract requirements.
19. CobbFendley will provide construction documents based on the milestone submittals below:
 - a. 60% Milestone Submittal:
 - i. 1 set of 22"x34" plan sheets for City review.
 - ii. Opinion of Probable Construction Cost
 - iii. Digital Copy of the previous items in .pdf format
 - b. 90% Milestone Submittal:
 - i. 2 sets of 22"x34 plan sheets for City review.
 - ii. 1 project manual with specifications for City Review.
 - iii. Opinion of Probable Construction Cost
 - iv. Digital Copy of the previous items in .pdf format

c. Final Milestone Submittal:

- i. 2 sets of 22"x34" plan sheets for City review.
- ii. 1 project manual with specifications for City Review.
- iii. Opinion of Probable Construction Cost
- iv. Construction schedule.
- v. Digital Copy of the previous items in .pdf format

20. Once all comments are received by all entities involved, CobbFendley will finalize the construction documents for bidding.

Bid Phase Services:

1. Distribute digital plans and specifications to City for placement in PublicPurchase.com.
2. Respond in writing to questions from Bidders and prepare Addenda as necessary.
3. Conduct Pre-Bid and attend the Bid Opening.
4. Prepare Engineer's Recommendation of Award Letter that includes the following required content:
 - a. Check for math errors and reconcile any mathematical discrepancies
 - b. Review for unbalance bid items and determine responsiveness and responsibility of low bidders.
 - c. Certify Bid Tabulation including Engineer's estimate
 - d. Review of Bidder's financial standing and references provided
 - e. Explanation of discrepancies between the Engineer's estimate and bids
 - f. Recommendation to award
5. Prepare and provide the City with three (3) sets of hard copy award documents and plans.

Construction Administration Services:

1. Attend and conduct preconstruction conference.
2. Calculate quantities and assist in preparing change orders as necessary.
3. Review and approval of submittals and shop drawings.
4. Respond to request for information (RFI's) regarding the project improvements.
5. Attend construction meetings and make visits to the site. Site visits will be various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the contract documents. Estimated based on the information provided below:
 - a. Construction Contract Estimate – 12 Months

- b. Project Manager – 1 Visit every other Month, 4 Hours per Visit
 - c. Project Engineer – 1 Visit per Month, 4 Hours per Visit
 - d. Project Manager – Bi-Monthly Construction Meetings – 1 Hour per Meeting
- 6. Prepare Pay Applications for Approval.
 - 7. Attend a Substantial Completion Inspection and prepare one Punch List.
 - 8. Attend and conduct Final Acceptance Inspection of the project and prepare punch list as necessary.
 - 9. Prepare Record Drawings based on Contractor Mark-up.
 - 10. Provide City with necessary close out documents, including certificate of completion, record drawings, and contractor warranty documents on the project.

ADDITIONAL SERVICES

Surveying

CobbFendley, as the project surveyor shall:

- 1. Establish horizontal and vertical project control throughout the site. Vertical control will be tied to current TSARP datum.
- 2. Perform a Category 6, Condition II topographical survey of the project area in accordance with the requirements of the Texas Society of Professional Surveyors to locate existing utilities, appurtenances and pavement providing cross sections of the following existing features: natural ground, concrete curbs and pavement. Elevations will be obtained at a maximum of 50-ft intervals, right-of-way to right-of-way.
- 3. Prepare a survey drawing on a plan style sheet at a scale of 1"=20' horizontally or at the direction of the engineer. The drawing will depict the obtained field information and any record information provided by outside sources.

Geotechnical Investigation

- 1. The geotechnical investigation will be performed by Terracon in accordance with the attached proposal. A geotechnical report will include geotechnical engineering recommendations on subgrade preparation, pavement design for concrete streets, storm sewer construction considerations, and detention pond recommendations.

Environmental Review

- 1. Waters of the U.S. Delineation – Provide recommendation for compliance with Section 404 of the Clean Water Act for determining appropriate level of USACE permitting.
- 2. Threatened & Endangered Species Habitat Assessment – Determine if a potentially suitable habitat for listed threatened and endangered species exists within the project site, and if so, what further action may be necessary.

3. Desktop Cultural Resources Assessment – Conduct a limited historic properties and archaeological resources review to determine whether the proposed project may have an adverse impact on important cultural resources.

TDLR Accessibility Review and Inspection

1. Perform design and post-construction review of sidewalk in accordance with TAS requirements. Notify the contractor of any ADA compliancy deficiencies.

Exclusions for the Scope of Services:

The services described above are the identified **BASIC AND ADDITIONAL SERVICES** for this assignment. Other items that may arise during the course of the project that the City may wish to add to the scope of services shall be deemed as **SUPPLEMENTAL ADDITIONAL SERVICES**. CobbFendley shall undertake such supplemental additional services as assigned by the City upon written direction from the City. Examples of such items are as follows:

1. Quality Control (QC) inspections, full or part time, during the construction phase of the project.
2. Materials Testing Services
3. Public Meetings
4. Obtaining Construction Permits
5. Platting
6. Preparation of Easements
7. Right-of-way Acquisition
8. Bidding project more than once
9. Urban Forestry Services – Tree Preservation Plan
10. Any other services not specifically included within the description of the Basic Services and Additional Services as described above.

If supplemental services are requested by the City, CobbFendley will provide the City with a separate proposal for the supplemental work.

EXHIBIT B

BASIS OF COMPENSATION

COLLEGE PARK DRAINAGE IMPROVEMENTS

BASIC SERVICES

The Compensation to be paid to CobbFendley for providing the BASIC SERVICES rendered under this agreement shall be based on Lump sum fees for overall phases of the work as shown below. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge.

1. Design Phase Services (Lump Sum) \$339,801
2. Bid Phase Services (Lump Sum) \$11,554
3. Construction Administration Services (Lump Sum)..... \$64,708

ADDITIONAL SERVICES

4. Surveying (Lump Sum)..... \$57,688
5. Geotechnical Investigation (including 10% markup) \$28,930
6. Environmental Services (including 10% markup)..... \$7,975
7. TDLR Accessibility Review and Inspection (including 10% markup) \$1,100

Reimbursable Expenses

1. Reproduction, mileage, delivery charges, etc. \$1,500

TOTAL, Basic & Additional Services incl. Reimbursables..... \$513,256

ADDITIONAL SERVICES

The Compensation to be paid to CobbFendley for providing any ADDITIONAL SERVICES under this agreement shall be based on the rate schedule included in the Agreement. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge. Services will be charged according to those personnel directly involved in providing the service, and will be rounded to the nearest half hour.

Lump sum fees will be negotiated for particular, defined assignments at the request of the City. When an occasion arises which the City desires to be covered by a lump sum fee, CobbFendley will negotiate an acceptable fee with the City and prepare an addendum to this Agreement which describes the scope of services to be provided and the fee. The addendum will be effective only after its signature by both parties.

Direct Personnel Expense means salaries and wages paid to CobbFendley's employees plus payroll related costs and benefits such as payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable hereto. Reimbursable Direct Expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges.

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SR HYDROLOGIST	PROJECT ENGINEER II	PROJECT ENGINEER I	SR TECH I	ADMIN	TOTAL LABOR HRS. & COSTS	TOTAL COST PER TASK
CONTRACT LABOR RATE PER HOUR	\$299.00	\$242.00	\$220.00	\$175.00	\$129.00	\$129.00	\$108.00		
A. BASIC SERVICES									
1. DESIGN PHASE SERVICES:									
I. DATA COLLECTION AND FIELD RECONNAISSANCE									
a. Obtain and Request Existing As-builts, schematics, ROW Maps, Drainage Data, Etc.		2		4		6		12	\$1,958.00
b. Conduct Field Reconnaissance and Collect Data, Take Pictures		4		8	8	12		32	\$4,948.00
II. UTILITY COORDINATION									
a. Request Info from Public & Private Utilities and Pipelines		1		2	6			9	\$1,366.00
b. Prepare and Update Utility Sheet(s)		2		8	16			26	\$3,948.00
c. Identify Potential Conflicts		1		4	6			11	\$1,716.00
d. Coordinate with Utilities (Public and Private) on Relocations		16		60				76	\$14,372.00
III. DRAINAGE									
a. Update Drainage Area Boundaries, Hydraulic Runoff Rates and Resultant Flows		2	2	4	6			14	\$2,398.00
b. Verify Sizing Proposed Storm Sewer Based on Survey		1	4	6	12			23	\$3,720.00
c. Prepare Updated Drainage Report		4	80					84	\$18,568.00
d. Prepare Storm Sewer Plan and Profile Sheets and Details		8	8	24	60	80		180	\$25,956.00
e. Prepare Detention Pond Plans, Sections, and Details		8	8	16	32	60		124	\$18,364.00
f. Prepare Drainage Area Map		8		40		24		72	\$12,032.00
IV. ROADWAY DESIGN									
a. Create Title Sheet		1		2	2	4		9	\$1,366.00
b. Create Index Sheet		1		2	4	4		11	\$1,624.00
c. Prepare General Notes Sheet		2		4	8	8		22	\$3,248.00
d. Prepare Typical Sections Sheet(s)		2		6	16	24		48	\$6,694.00
e. Prepare Horizontal and Vertical Alignment Data Sheet(s)		4		4	12	16		36	\$5,280.00
f. Prepare Removal (Demo) Sheets				8	16	40		64	\$8,624.00
g. Prepare Roadway Plan and Profiles Sheets (Approx. 21 Sheets)		20		40	80	120		260	\$37,640.00
h. Calculate Cut and Fill Quantities		2		8	16			26	\$3,948.00
i. Pavement Design		32		40	80			152	\$25,064.00
j. Driveway and Sidewalk Design		8		40	60			108	\$16,676.00
k. Prepare Pavement Detail Sheet(s)		1		2	4	8		15	\$2,140.00
V. STORMWATER POLLUTION PREVENTION PLAN (SW3P)									
a. Prepare SW3P Sheet(s)		1		8	8	12		29	\$4,222.00
b. Prepare SW3P Detail Sheet(s)		1		4		2		7	\$1,200.00
VI. TRAFFIC CONTROL PLAN (TCP)									
a. Written Sequence of Work		2		10			2	14	\$2,450.00
b. Prepare Traffic Control Plan Phase Sheet(s) with Typical Sections		6		16	40	40		102	\$14,572.00
c. Prepare Detour Plan Sheet(s)		2		4	32	16		54	\$7,376.00
VII. HARRIS COUNTY COORDINATION									
a. Coordinate with and obtain approval from HCFCD		4		32				36	\$6,568.00
VIII. MISCELLANEOUS									
a. Prepare 60% Milestone Submittal		8		20	20	12		60	\$9,564.00
b. Prepare 90% Milestone Submittal		4		16	16	12		48	\$7,380.00
c. Prepare Final Milestone Submittal		4		12	12	12		40	\$6,164.00
d. QA / QC Reviews	4	20	20	24				68	\$14,636.00
IX. PROJECT MANUAL, SPECIFICATIONS AND GENERAL NOTES									
a. Standard Front End Document Preparation	2	4		16			8	30	\$5,230.00
b. Prepare Specifications, Special Specifications and Special Provisions		16		24	40		16	96	\$14,960.00
X. PROJECT MANAGEMENT									
a. Project Scheduling		12					4	16	\$3,336.00
b. Project Invoicing		12					12	24	\$4,200.00
c. Monthly Progress Reports		12					12	24	\$4,200.00
d. Attend Coordination Meetings		12		12				24	\$5,004.00
e. Progress Review Meetings		9		9				18	\$3,753.00
f. Coordination with Subconsultants		8		8				16	\$3,336.00
HOURS SUB-TOTALS	6	267	122	547	612	512	54	2120	
TOTAL LABOR COSTS	\$1,794.00	\$64,614.00	\$26,840.00	\$95,725.00	\$78,948.00	\$66,048.00	\$5,832.00	\$339,801.00	
% DISTRIBUTION OF STAFFING	0.3%	12.6%	5.8%	25.8%	28.9%	24.2%	2.5%		

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SR HYDROLOGIST	PROJECT ENGINEER II	PROJECT ENGINEER I	SR TECH I	ADMIN	TOTAL LABOR HRS. & COSTS	TOTAL COST PER TASK
CONTRACT LABOR RATE PER HOUR	\$299.00	\$242.00	\$220.00	\$175.00	\$129.00	\$129.00	\$108.00		
2. BID PHASE									
a. Bid Advertisement		2		4			2	8	\$1,400.00
b. Conduct Pre-Bid and Bid Opening		4		4			2	10	\$1,884.00
c. Respond to Bidder Questions and Prepare Addenda(s)		2		6	6		2	16	\$2,524.00
d. Review Bids		4		6				10	\$2,018.00
e. Prepare Recommendation of Award Letter		2		4			1	7	\$1,292.00
f. Attend Council Award Meeting		3	3					6	\$1,386.00
g. Coordinate Contract Execution		2		2			2	6	\$1,050.00
HOURS SUB-TOTALS	0	19	3	26	6	0	9	63	
TOTAL LABOR COSTS	\$0.00	\$4,598.00	\$660.00	\$4,550.00	\$774.00	\$0.00	\$972.00	\$11,554.00	
% DISTRIBUTION OF STAFFING	0.0%	30.2%	4.8%	41.3%	9.5%	0.0%	14.3%		
3. CONSTRUCTION ADMINISTRATION									
a. Attend Preconstruction Meeting		4		6				10	\$2,018.00
b. Attend Construction Meetings and Periodic Site Visits		48		48				96	\$20,016.00
c. Calculate Quantities and Assist in Preparing Change Orders		8		32	24			64	\$10,632.00
d. Review and Approve Submittals and Shop Drawings		4		12	16			32	\$5,132.00
e. Respond to Request for Information (RFI's)		4		14	24			42	\$6,514.00
f. Attend Substantial Completion Inspection and prepare Punchlist		8		8			4	20	\$3,768.00
g. Attend Final Completion Inspection		8		8			2	18	\$3,552.00
h. Coordinate with Construction Inspector regarding Pay Estimates				12				12	\$2,100.00
i. Prepare Pay Applications for Approval		4		12			12	28	\$4,364.00
j. Prepare Record Drawings		6				40		46	\$6,612.00
HOURS SUB-TOTALS	0	94	0	152	64	40	18	368	
TOTAL LABOR COSTS	\$0.00	\$22,748.00	\$0.00	\$26,600.00	\$8,256.00	\$5,160.00	\$1,944.00	\$64,708.00	
% DISTRIBUTION OF STAFFING	0.0%	25.5%	0.0%	41.3%	17.4%	10.9%	4.9%		

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SR HYDROLOGIST	PROJECT ENGINEER II	PROJECT ENGINEER I	SR TECH I	ADMIN	TOTAL LABOR HRS. & COSTS	TOTAL COST PER TASK
CONTRACT LABOR RATE PER HOUR	\$299.00	\$242.00	\$220.00	\$175.00	\$129.00	\$129.00	\$108.00		
B. ADDITIONAL SERVICES									
4. SURVEY (COBBFENDLEY)									
TASK DESCRIPTION	RPLS	TECHNICIAN II	TECHNICIAN I	2-MAN FIELD CREW				TOTAL LABOR HRS. & COSTS	TOTAL COST PER TASK
CONTRACT LABOR RATE PER HOUR	\$175.00	\$149.00	\$129.00	\$149.00					
a. Right-of-way & Research to establish limits	16	40	12	20				88	\$13,288.00
b. Topographic Survey (6,500 LF Roadway Alignment, Pond Site, 1,750 LF to Outfall) incl. Survey Control Sheets	12	40	120	140				312	\$44,400.00
HOURS SUB-TOTALS	28	80	132	160				400	
TOTAL LABOR COSTS	\$4,900.00	\$11,920.00	\$17,028.00	\$23,840.00				\$57,688.00	
% DISTRIBUTION OF STAFFING	7.0%	20.0%	33.0%	40.0%					

5. GEOTECHNICAL SERVICES	SEE ATTACHED PROPOSAL								\$28,930.00
6. ENVIRONMENTAL SERVICES	SEE ATTACHED PROPOSAL								\$7,975.00
7. TDLR SIDEWALK REVIEW SERVICES									\$1,100.00

SUMMARY	
A. BASIC SERVICES	
1. DESIGN PHASE SERVICES	\$339,801.00
2. BID PHASE	\$11,554.00
3. CONSTRUCTION ADMINISTRATION	\$64,708.00
B. ADDITIONAL SERVICES	
4. SURVEY SERVICES	\$57,688.00
5. GEOTECHNICAL SERVICES (incl. 10% markup)	\$28,930.00
6. ENVIRONMENTAL SERVICES (incl. 10% markup)	\$7,975.00
7. TDLR REVIEW SERVICES (incl. 10% markup)	\$1,100.00
REIMBURSABLE EXPENSE	\$1,500.00
GRAND TOTAL	\$513,256.00

**EXHIBIT E - PRELIMINARY COST ESTIMATE
COLLEGE PARK DRAINAGE IMPROVMENTS**

Item No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total
BASE PROJECT: STORM REPLACEMENT AND PAVEMENT REPLACEMENT					
GENERAL BID ITEMS					
1	Mobilization	LS	1	\$150,000.00	\$150,000.00
2	Traffic Control and Regulation	LS	1	\$80,000.00	\$80,000.00
3	Salvage Existing Signs and Reinstall Permanent Traffic Signs	LS	1	\$1,500.00	\$1,500.00
4	Tree and Plant Protection	LS	1	\$2,500.00	\$2,500.00
5	SWPPP	LS	1	\$5,000.00	\$5,000.00
6	Block Sodding	SY	7,000	\$5.00	\$35,000.00
GENERAL BID ITEMS SUBTOTAL					\$274,000.00
DETENTION POND & CHANNEL BID ITEMS					
7	Detention Pond Excavation	AC-FT	18	\$26,000.00	\$468,000.00
8	Pilot Channel	LS	1	\$20,000.00	\$20,000.00
9	Hydromulch	AC	2.80	\$1,500.00	\$4,200.00
DETENTION POND SUBTOTAL					\$492,200.00
PAVING BID ITEMS					
10	Roadway Excavation	CY	3,600	\$15.00	\$54,000.00
11	Remove and Dispose of Pavement, All Thicknesses including Base and Subgrade, w/ or w/o Curb, All Depths)	SY	21,619	\$5.00	\$108,094.44
12	Remove and Dispose of Driveways, All Materials and Thicknesses	SY	3,680	\$4.00	\$14,720.00
13	Remove and Dispose of Concrete Sidewalk, All Thicknesses	SY	36,640	\$5.00	\$183,200.00
14	Concrete Driveways, 6-inch Thick and Including Excavation	SF	33,120	\$8.00	\$264,960.00
15	4-Foot Concrete Sidewalks	SF	36,640	\$6.00	\$219,840.00
16	Curb Ramps	EA	24	\$2,000.00	\$48,000.00
17	6-inch Thick Reinforced Concrete Pavement	SY	21,619	\$50.00	\$1,080,944.44
18	6-inch Cement Stabilized Sand	SY	22,957	\$6.50	\$149,218.33
19	6-inch Concrete Curb	LF	9,160	\$5.00	\$45,800.00
PAVING BID ITEMS SUBTOTAL					\$2,168,777.22
STORM SEWER BID ITEMS					
20	Remove and Dispose of Storm Sewer Inlets and Manholes, All Sizes and Depths	EA	33	\$500.00	\$16,500.00
21	Remove and Dispose Storm Sewer	LF	2,811	\$15.00	\$42,165.00
22	Tie-in Existing Storm Sewer to Junction boxes	LS	1	\$20,000.00	\$20,000.00
21	Type C Manhole	EA	10	\$3,500.00	\$35,000.00
22	Junction Box (Small)	EA	7	\$5,000.00	\$35,000.00
23	Curb Inlet	EA	18	\$3,500.00	\$63,000.00
22	24-inch Reinforced Concrete Pipe by Open Cut	LF	203	\$120.00	\$24,360.00
23	30-inch Reinforced Concrete Pipe by Open Cut	LF	202	\$140.00	\$28,280.00
24	36-inch Reinforced Concrete Pipe by Open Cut	LF	1,161	\$180.00	\$208,980.00
23	42-inch Reinforced Concrete Pipe by Open Cut	LF	294	\$240.00	\$70,560.00
24	48-inch Reinforced Concrete Pipe by Open Cut	LF	294	\$280.00	\$82,320.00
25	60-inch Reinforced Concrete Pipe by Open Cut	LF	317	\$350.00	\$110,950.00
24	72-inch Reinforced Concrete Pipe by Open Cut	LF	272	\$500.00	\$136,000.00
25	78-inch Reinforced Concrete Pipe by Open Cut	LF	262	\$620.00	\$162,440.00
26	84-inch Reinforced Concrete Pipe by Open Cut	LF	759	\$750.00	\$569,250.00
25	Trench Safety System for Trench Excavations	LF	3,764	\$2.00	\$7,528.00
STORM SEWER BID ITEMS SUBTOTAL					\$1,612,333.00
TOTAL					\$4,547,310
15% CONTINGENCY					\$682,097
GRAND TOTAL					\$5,229,407

February 5, 2021



CobbFendley & Associates
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

Attn: Mr. Jason Eldridge, P.E.
Project Manager
P: (713) 485-8213
E: JEldridge@cobb fendley.com

Re: Cost Estimate for Geotechnical Engineering Services
City of Deer Park – College Park
Paving and Drainage
Deer Park, Texas
Terracon Document No. P91215007

Dear Mr. Eldridge:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this cost estimate to CobbFendley & Associates (CobbFendley) to provide Geotechnical Engineering services for the above referenced project. Thank you for choosing our firm based upon our professional qualifications to perform this service. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is \$26,300. See Exhibit C for more details of our fees and consideration of additional services.

The geotechnical services for this project will be performed under the client's "Subcontract for Professional Services" between Cobb Fendley and Terracon which will be signed once the budget estimate is accepted. If you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No. F-3272)

A handwritten signature in blue ink, appearing to read "Josh Miles".

Joshua C. Miles, P.E.
Senior Project Manager (League City)

A handwritten signature in blue ink, appearing to read "Bobbie Sue Hood".

for: Bobbie Sue Hood, P.E.
Geotechnical Services Manager (Conroe)

Terracon Consultants, Inc. 551 League City Parkway, Suite F League City, Texas 77573 Registration No. F-3273
P [281] 557 2900 F [281] 557 2990 terracon.com

Environmental

Facilities

Geotechnical

Materials

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by CobbFendley and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are **highlighted as shown below**. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is within the College Park subdivision located within the northeast quadrant of the intersection of Spencer Highway and Luella Avenue in Deer Park, Texas. (See Exhibit D)
Existing Improvements	Residential subdivision with rigid concrete paving with concrete curb and gutter.
Current Ground Cover	Concrete roadways with grass and trees in road ROWs and areas planned for detention.
Existing Topography (from Google Earth)	Relatively level.
Site Access	We expect the site, and all exploration locations, are accessible with our truck- or track-mounted drilling equipment.

Planned Construction

Item	Description
Information Provided	Site layouts for two separate alternatives and Google Earth files were provided by CobbFendley via email on February 2, 2021.

Cost Estimate for Geotechnical Engineering Services

City of Deer Park – College Park ■ Deer Park, Texas

February 5, 2021 ■ Terracon Document No. P91215007



Item	Description
Project Description	<p>The project includes reconstruction of pavement and storm sewer lines along with construction of a detention pond and outfall. The location of the improvements is shown on the Exhibit E.</p> <p>The streets planned to be reconstructed area as follows:</p> <ul style="list-style-type: none">■ Luella Lane from 100 feet north of East Lambuth Lane to 450 feet south of E Princeton Lane■ East Lambuth Lane east of Luella Avenue■ E Rutgers Lane east of Luella Avenue■ E Columbia Lane east of Luella Avenue■ E Dartmouth Lane east of Luella Avenue■ E Princeton Lane east of Luella Avenue <p>The storm sewer lines will range from 36 to 72 inches in diameter and will be a maximum of 10 feet deep. The utility line will extend along Luella Avenue and east of Luella along the streets identified above.</p> <p>A new detention pond will be constructed either east (Alternative 1) or south (Alternative 2) of the College Park subdivision and will outfall to Willowspring Creek to the east. The pond will be a maximum of 15 feet deep with sideslopes of 4-horizontal:1-vertical or flatter.</p> <p>New pavements are understood to be Portland cement concrete.</p>

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program is planned to consist of one of the following alternatives:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
Alternative 1		
10	15	Utility and paving alignments
2	30	Detention pond
Alternative 2		
12	15	Utility and paving alignments
3	30	Detention pond

1. Below ground surface.

2. Total drilling footage is planned to be 240 feet for Alternative 1 and 245 feet for Alternative 2.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a truck- or track-mounted drill rig using continuous solid stem flight augers. Soil sampling is typically performed using open tubes and/or Standard Penetration Tests. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole.

Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Traffic Control

Since the borings will be located on existing pavements, we anticipate that traffic control will be needed during our field activities. We plan to arrange for traffic control, which will consist of cones, signs, and flaggers provided by a sub-contractor familiar with local traffic safety ordinances.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service Texas 811. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services but can be forwarded upon request. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this cost estimate, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Moisture content
- Unit dry weight
- Atterberg limits
- Unconfined compressive strength
- Percent finer than No. 200 sieve
- Unconsolidated-undrained triaxial compression
- Consolidated-undrained triaxial compression
- Specific gravity
- Crumb test
- Hydrometer testing
- Double hydrometer testing

Based on information provided by HCFCD, we understand that engineering judgement may be used to evaluate the quality of samples, and that a multi-stage consolidated-undrained (CU) test may be performed in lieu of a multi-specimen CU test.

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

Cost Estimate for Geotechnical Engineering Services

City of Deer Park – College Park ■ Deer Park, Texas

February 5, 2021 ■ Terracon Document No. P91215007



- Project Planning – Project information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Slope stability analyses of the detention basin side slopes
- Detention basin construction considerations, including temporary groundwater control
- Evaluation of erosion potential for on-site soils and general discussion of possible protection measures, if necessary. (No erosion analysis will be performed.)
- Subgrade preparation/earthwork recommendations
- Recommended pavement options and design parameters

Slope stability analysis for up to two cross sections will be performed under short-term, long term and rapid drawdown conditions for the alternative selected. We request that the client provide all applicable cross sections and any other data relevant to the slope stability analysis.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Alternative 1 or 2 (240 feet)	
Traffic Control, \$2,500 per day	\$5,000
Concrete Coring, \$500 per day	\$1,000
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$20,300
Total	\$26,300

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$165 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical study and will not be incurred without prior approval of the client.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this document. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental cost estimate stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Cost Estimate for Geotechnical Engineering Services

City of Deer Park – College Park ■ Deer Park, Texas

February 5, 2021 ■ Terracon Document No. P91215007



GeoReport® Delivery	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	5 working days
Site Characterization	20 working days
Geotechnical Engineering	30 working days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D – SITE LOCATION

City of Deer Park – College Park ■ Deer Park, Texas
February 5, 2021 ■ Terracon Document No. P91215007

Terracon

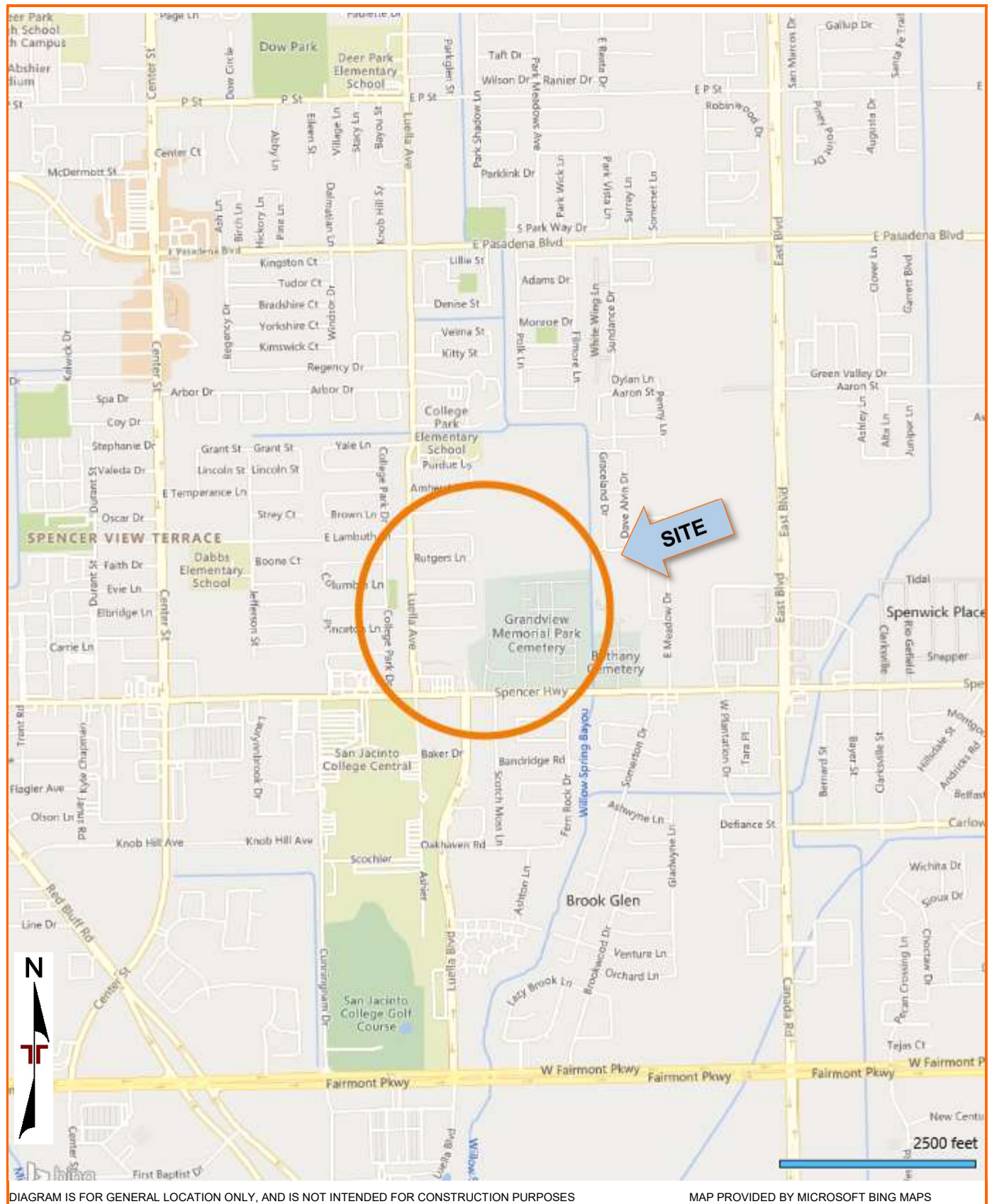


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

February 4, 2021

Cobb Fendley & Associates Inc.
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

Attn: Jason Eldridge
713-485-8213
JEldridge@cobbfendley.com

RE: **Proposal for Environmental Services**
Deer Park Drainage Improvement Project
La Porte, Harris County, Texas
Terracon Proposal No. P92217086

Dear Mr. Eldridge:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Cobb Fendley & Associates Inc. (client) to perform environmental services for the above referenced project sites. The requested scope of service includes:

- Waters of the United States Delineation

Additional scopes of service that Terracon recommends include:

- Threatened & Endangered Species Habitat Assessment
- Desktop Cultural Resources Assessment

1.0 PROJECT INFORMATION

Terracon understands the project site consists of partially developed sub-urban land in La Porte, Texas. The total area is approximately 29 acres. The City of Deer Park plans to improve drainage within the sub-division at the intersection of Spencer Highway and Luelle Avenue. These drainage improvements call for the construction of a detention pond and outfall in one of two locations. Terracon will provide the above requested scope of service for both locations. Considering there will be ground disturbances (including excavation) of relatively historic undeveloped land in at least one location, Terracon is recommending the above additional scopes of services.

The Waters of the United States (WOTUS) Delineation scope of work will be limited to the boundaries outlined in Exhibit 1.0. The Threatened and Endangered (T&E) Species Habitat Assessment and Desktop Cultural Resources Assessment (if authorized) will also be limited to

the boundaries outlined in Exhibit 1.0. If these boundaries are not correct, or if you have additional useful information please contact the undersigned immediately.

2.0 SCOPE OF SERVICES

2.1 Waters of the U.S. (WOTUS) Delineation

This scope item is presented to assist the client in remaining in compliance with Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. The results of this scope may dictate the appropriate level of U.S. Army Corps of Engineers (USACE) permitting and/or coordination, if any. To accomplish this task, Terracon will perform subtasks which include a desktop review, a site visit, and report preparation as described below.

Desktop Review

Prior to visiting the site, background research will be conducted and will consist of locating and reviewing pertinent maps, aerial photographs, historic topographic maps, soil surveys, plant species data, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, soil data from the Natural Resources Conservation Service (NRCS), Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), and other related data necessary for a thorough desktop review of site conditions. This desktop review will assist Terracon in preliminarily identifying suspect aquatic resources on the site. Typically, for larger sites, areas of interest are identified through the desktop review to identify areas to target in the field to avoid unnecessary time, effort, and costs associated with transecting the entire site.

Site Visit

A site visit will be performed by a qualified environmental professional to determine the existence and locations of aquatic features, including wetlands. The delineation methodology will follow the 1987 Corps of Engineers Wetland Delineation Manual and applicable regional supplements. Aquatic features will be mapped using a Global Positioning System (GPS) device capable of sub-meter accuracy and according to the procedures required by the USACE. Field personnel will photographically document on-site conditions as well as aquatic features.

Report Preparation

Terracon's comprehensive reports typically address the applicable framework, describe the assessment methodology, limitations, and findings, and provide site-specific conclusions and recommendations as appropriate. The Preliminary WOTUS Delineation report will include a brief description of the project, methods/sampling procedures, and results as required by the USACE. A preliminary determination and description of potentially jurisdictional WOTUS and potentially non-jurisdictional aquatic resources

identified on the project site will be described in detail. Wetland determination data forms completed in accordance with USACE guidelines for each observation point will be included. Several maps showing the project site against relevant geospatial data will also be included. Finally, professional opinions regarding the potential jurisdictional status of the identified aquatic resources with supporting documentation and rationale will be offered.

Task Specific Limitations and Considerations

Wetlands are naturally evolved and evolving systems. Effects of man-made disturbances, temporal variations (e.g. rainfall, season, drought), and subjective interpretation of data may preclude assessment in conformance with USACE requirements and significantly affect findings, conclusions and recommendations.

This scope of work does not include an effort to inform, confirm, coordinate, or otherwise communicate Terracon's findings with the United States Army Corps of Engineers, Environmental Protection Agency, or any other regulatory agency.

2.2 Threatened and Endangered (T&E) Species Habitat Assessment

The Endangered Species Act (ESA) serves to protect plant and animal species listed by the USFWS as threatened or endangered of extinction. Texas laws and regulations also prohibit the harm or commerce of plant and animal species listed by the Texas Parks and Wildlife Department (TPWD) as threatened or endangered of extinction. This scope of services is intended to inform the client if potentially suitable habitat for any state or federally listed threatened and endangered species exists within the project site, and if so what further action may be necessary.

Desktop Review

Publicly available resources will be reviewed to identify potentially suitable habitat for listed species. Such resources typically include aerial photographs, topographic maps, applicable federal and state species lists, designated critical habitats, other current species information, soil survey maps, the National Wetlands Inventory, and others. Published resources currently available to Terracon through performance of earlier work may also be used.

Report Preparation

An assessment of the potential effect on listed species will be made in consideration of the presence of potentially suitable habitat, the likelihood for listed species to make use of said habitat, the likelihood for listed species to be present on the site as evidenced by desktop indicators, and/or the likelihood for potential project effects on listed species. Suitable avoidance and minimization measures to minimize adverse effects may be taken

into account, as appropriate and in coordination with the client, but only on a preliminary, conceptual basis.

Based upon resource document data and known regulatory requirements, recommendations will be offered as appropriate, and the findings, along with a discussion of the regulatory framework, assessment methodology and applicable limitations, are documented in the report.

Task Specific Limitations and Considerations

Readily available resources do not typically include comprehensive records of documented sightings as such information is generally not made available to the public. No determination can wholly eliminate uncertainty regarding project effects on listed species. The determinations, findings and conclusions provided in this scope of services should not be considered authoritative. The limited scope of services described herein may not allow a conclusive determination to be made. In such cases, additional assessment may be recommended.

USFWS does not offer concurrence or correspondence with no effect determinations. However, the report and Terracon's findings will need to be submitted to USFWS if protected species are found within the project site. Coordination with USFWS beyond what is provided in the IpAC is not included in this scope of service.

TPWD does not require coordination for no effect determinations. However, coordination may be required if listed species are positively identified during a biological survey (not included in this scope of services). Coordination with TPWD beyond the initial database inquiry and/or a concurrence letter is not included in this scope of services.

2.3 Desktop Cultural Resource Desktop Assessment

Sponsors of projects that trigger certain federal or State of Texas cultural resource statutes are required to coordinate their projects with the State Historic Preservation Officer (SHPO) and applicable representative(s) of the federal permitting or funding agency. The purpose of the coordination is to allow regulatory reviewers the opportunity to determine whether the proposed undertaking may result in an adverse or negative effect or impact on important cultural resources. On lands owned or controlled by the State of Texas and its political subdivisions, including public school districts, these resources are called State Antiquities Landmarks, or SALs, and the applicable statute is called the Antiquities Code of Texas. For federally funded, authorized, or permitted undertakings, properties are evaluated for their eligibility to be listed to the National Register of Historic Places (NRHP).

Desktop Assessment

Terracon will conduct a limited historic properties and archaeological resources review by consulting the restricted access version of the Texas Archeological Sites Atlas (Atlas), the interactive GIS of known sites as well as prior surveys; the National Park Service (NPS) website listing the presence of recorded properties that have been listed to the NRHP; and the Potential Archeological Liability Model (PALM), a GIS tool developed by TxDOT for determining the likelihood for buried prehistoric sites according to soil types present in Harris and surrounding counties. Terracon will review additional sources such as USGS topographic maps, historical aerial imagery maps, and other historic resources. These sources will be consulted to identify previous recorded cultural resources projects, known prehistoric or historical-period sites, and historic properties listed in, or eligible for listing in the NRHP within or overlapping the project boundary.

Report Preparation

Terracon's comprehensive reports typically address the applicable framework, describe the assessment methodology, limitations, and findings, and provide project-specific conclusions and recommendations as appropriate. The cultural resources desktop assessment will include a brief description of the project, a review of known archeological properties, and recommendations. A description of known archeological sites in the project area will be described in detail. Several maps showing the project area against relevant geospatial data will also be included. Finally, professional opinions regarding the potential need for further archeological investigations will be included.

Project Coordination

Upon receipt of approval from the client, Terracon will coordinate this assessment with the SHPO/Texas Historical Commission (THC) and other regulatory agencies as directed by the client. This assessment will include our professional opinion about the need for additional work, if warranted. It is our standing recommendation that Terracon cultural resources staff either consult directly with regulating agencies at the point of initial project coordination or advise clients who wish to coordinate their projects themselves. If additional investigations are required by the THC, this work will be conducted under a new Scope of Services that will be negotiated at that time.

3.0 SCHEDULE AND ASSUMPTIONS

The above outlined services and project fees (below) are based on the following assumptions and key understandings.

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access

Proposal for Environmental Services

Deer Park Drainage Improvement Project ■ La Porte, Harris County, Texas

February 4, 2021 ■ Terracon Proposal No. P92217086



agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Services will be initiated within ten business days upon receipt of authorization, per below, with written notice to proceed. The initial draft submittals will be emailed to the client for review and/or approval within 30 calendar days of initiation.

4.0 RELIANCE

The reports will be prepared for the exclusive use and reliance of the client. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

Reliance on reports by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the mutually executed agreement, sections of this proposal incorporated therein, and report documents.

5.0 SCOPE AND REPORT LIMITATIONS

The findings and conclusions presented in the final reports will be based on the site's current utilization and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

The environmental services described above will be performed in accordance with that level and care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. Except for the standard of care previously stated, consultant makes no warranties or guarantees, express or implied, relating to consultant's services and consultant disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose.

Proposal for Environmental Services

Deer Park Drainage Improvement Project ■ La Porte, Harris County, Texas

February 4, 2021 ■ Terracon Proposal No. P92217086



The stated and inherent limitations of the Scope of Services proposed herein must be considered when the user formulates opinions as to potential regulatory requirements associated with development of the site.

6.0 COMPENSATION

Compensation for the proposed Scope of Services shall be completed on a lump sum basis. A summary of proposed fees is provided below.

Requested Scope of Service	Fee
Waters of the U.S. Delineation	\$4,000
Additional Recommended Scopes of Service	Fee
Threatened & Endangered Species Habitat Assessment	\$1,500
Desktop Cultural Resource Assessment	\$1,750

The stated fees are valid only for ninety (90) days after the date of this proposal. Once initiated, should completion of the proposed Scope of Services be delayed by the client for a period exceeding 4 months, additional charges may apply. Additional services requested or approved by the client, such as consultation or other work that is not specifically included in the Scope of Services described in this proposal, will be performed on a lump sum basis for an additional fee based on a not-to-exceed budget.

Proposal for Environmental Services

Deer Park Drainage Improvement Project ■ La Porte, Harris County, Texas

February 4, 2021 ■ Terracon Proposal No. P92217086



7.0 AUTHORIZATION

This proposal may be authorized by completing and returning the attached Agreement for Services.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,

Terracon Consultants, Inc.

Chris Garza
Staff Scientist

Jon C. Lohse, Ph.D.
Authorized Project Reviewer

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Cobb Fendley & Associates Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Deer Park Drainage Improvement Project project ("Project"), as described in Consultant's Proposal dated 02/02/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**
 By: _____ Date: **2/4/2021**
 Name/Title: **Jonathan C Lohse / Cultural Resources Group Manager**
 Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Jon.Lohse@terracon.com**

Client: **Cobb Fendley & Associates Inc**
 By: _____ Date: _____
 Name/Title: **Jason Eldridge /**
 Address: **13430 Northwest Freeway, Suite 1100**
Houston, TX 77040-6153
 Phone: _____ Fax: _____
 Email: **JEldridge@cobb fendley.com**