



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

On Tuesday, May 18, 2021 Governor Greg Abbott issued Executive Order GA-36 prohibiting government entities from mandating masks or face coverings. Please be advised that effective immediately, the use of masks or face coverings within City of Deer Park facilities is no longer required on the part of visitors.

In order to help prevent the spread of the virus that causes COVID-19, the City of Deer Park continues to encourage 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.*

This Executive Order does not prevent visitors from voluntarily continuing to wear face coverings/masks.

Ordinance #4288

Resolution #2022-01

CALL TO ORDER

The 1795th 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.

CONSENT CALENDAR

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.

1. Authorization to seek bids for clearing and grubbing services for Glenwood Park. [AUT 22-001](#)

Recommended Action: Recommendation is to authorize the seeking of bids for clearing and grubbing services for Glenwood Park.

2. Authorization to advertise and receive bids on the Fire Station #1 Clearing & Grubbing Project. [AUT 21-077](#)

Recommended Action: Staff recommends council authorization to advertise for bids

Department: Public Works

Attachments: [Fire Station #1](#)

3. Authorization to issue a Request for Proposals (RFP) for grant administration services associated with the Hurricane Harvey (DR-4332) CDBG-DR funded Bayou Bend Regional Stormwater detention improvements construction. [RFP 22-001](#)

Recommended Action: Authorize issuance of a Request for Proposals (RFP) for grant administration services associated with the Hurricane Harvey (DR-4332) CDBG-DR funded Bayou Bend Regional Stormwater detention improvements construction.

4. Acceptance of the Quarterly Financial Report for the Fiscal Year 2020-2021 fourth quarter ended September 30, 2021. [ACT 22-001](#)

Recommended Action: Accept the quarterly financial report for the Fiscal Year 2020-2021 fourth quarter ended September 30, 2021.

Department: Finance

Attachments: [2021 4Q Financial Report](#)

NEW BUSINESS

5. Consideration of and action to approve a pricing surcharge for trucks purchased in the FY21-22 Budget for the Sanitation Division. [AUT 21-079](#)

Recommended Action: Approve the pricing surcharge for trucks purchased in the FY21-22 Budget for the Sanitation Division.

Department: Finance

Attachments: [Houston Freightliner Surcharge](#)

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.

6. Consideration of and action on purchasing the services of Generocity Services, Inc. for the renovations to the Crew Building at the City Maintenance Facility. [PUR 21-045](#)

Recommended Action: Staff recommends moving forward with this purchase.

Department: Public Works

Attachments: [Interior quote](#)
[Exterior Quote](#)

7. Consideration of and action on a professional service agreement with Martinez Architects for architectural services in connection with the design of the Drill Field Training Room. [AGR 22-002](#)

Recommended Action: City Staff recommends City Council approving the proposed professional services agreement with Martinez Associates for the architectural services in connection with the design of the Drill Field Training Room

Attachments: [Architectural Design Services Agreement - Training Center](#)
[Martinez Architects COI - City of Deer Park Dec 2021 PDF](#)

8. Consideration of and action on a professional service agreement with Martinez Architects for architectural services in connection with the design of a new Fire Station #2. [AGR 22-003](#)

Recommended Action: City Staff recommends City Council approving the proposed professional services agreement with Martinez Associates for the architectural services in connection with the design of a new Fire Station #2

Attachments: [Architectural Design Services Agreement - Fire Station 2](#)
[Martinez Architects COI - City of Deer Park Dec 2021 PDF](#)

ADJOURN

Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board
December 30, 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 #: AUT 22-001 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 12/17/2021 **In control:** City Council
On agenda: 1/4/2022 **Final action:**
Title: Authorization to seek bids for clearing and grubbing services for Glenwood Park.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
1/4/2022	1	City Council		

Authorization to seek bids for clearing and grubbing services for Glenwood Park.

Summary:

Staff is requesting authorization to advertise and receive bids to clean, rough grade, and remove vegetation at Glendale Park. The City is ready to begin developing the parkland and this will be an important step to developing the future park. The cost estimate for this project is estimated to be \$70,000.

Fiscal/Budgetary Impact:

Funds for this project will be provided by a fund balance in the Type B bond account that has been previously authorized by the Deer Park City Council and Community Development Corporation for the parking and lighting project.

Recommendation is to authorize the seeking of bids for clearing and grubbing services for Glenwood Park.



Legislation Details (With Text)

File #: AUT 21-077 **Version:** 1 **Name:**

Type: Authorization **Status:** Agenda Ready

File created: 12/13/2021 **In control:** City Council

On agenda: 1/4/2022 **Final action:**

Title: Authorization to advertise and receive bids on the Fire Station #1 Clearing & Grubbing Project.

Sponsors: Public Works

Indexes:

Code sections:

Attachments: [Fire Station #1](#)

Date	Ver.	Action By	Action	Result
1/4/2022	1	City Council		

Authorization to advertise and receive bids on the Fire Station #1 Clearing & Grubbing Project.

Summary:

Staff is requesting authorization to advertise and receive bids to clear and remove vegetation on the site of the future Fire Station #1. The site needs to be cleared in order for a topographic survey to be done. The cost estimate for this project is \$120,000.00.

Fiscal/Budgetary Impact:

This project will be funded from Bonds.

Staff recommends council authorization to advertise for bids





Legislation Details (With Text)

File #:	RFP 22-001	Version:	1	Name:	
Type:	Request for Proposal	Status:		Agenda Ready	
File created:	12/28/2021	In control:		City Council	
On agenda:	1/4/2022	Final action:			
Title:	Authorization to issue a Request for Proposals (RFP) for grant administration services associated with the Hurricane Harvey (DR-4332) CDBG-DR funded Bayou Bend Regional Stormwater detention improvements construction.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
1/4/2022	1	City Council		

Authorization to issue a Request for Proposals (RFP) for grant administration services associated with the Hurricane Harvey (DR-4332) CDBG-DR funded Bayou Bend Regional Stormwater detention improvements construction.

Summary:

On October 16, 2018, the City Council authorized submission of a grant application to Harris County under the Community Development Block Grant - Disaster Recovery (CDBG-DR) Round 1 funds for Hurricane Harvey. On February 4, 2020, the City Council authorized execution of an agreement with Harris County in the amount of \$2,920,500 for the City of Deer Park Bayou Bend Regional Detention Facility and Drainage Improvements project.

This \$2,920,500 is the allocation the City was designated to receive in Community Development Block Grant - Disaster Recovery (CDBG-DR) funds for infrastructure damaged or failed to function by Hurricane Harvey through the Harris County Method of Distribution (MOD). This funding is from the U.S. Department of Housing and Urban Development (HUD) and administered through the Texas General Land Office (GLO) and the Harris County Community Services Department.

As Hurricane Harvey produced a high flood event, HUD and the GLO sees drainage improvements and flood control efforts to reduce flood risk, particularly in low-income areas, as a priority type project. Under HUD rules, 70% of CDBG-DR funding must benefit low-to moderate income (LMI) persons/communities. The Bayou Bend Regional Detention Facility and Drainage Improvements Project, is in a qualifying LMI area in Deer Park.

Harris County is a grantee under the State's CDBG-DR Hurricane Harvey Action Plan - Round One. The cities in Harris County are sub-recipients of Harris County. The seventy-one (71) page between Harris County and the City of Deer Park incorporates a multitude of federal grant requirements mandated by HUD and administered through the State GLO and the Harris County Community

Services Department.

Harris County handled the procurement of engineering services for this project and selected the engineering consultant (Costello, Inc.). The City is responsible for bidding, awarding and administering the contract with the successful company awarded the construction contract (budget estimate of \$2,572,500). In order to ensure that all federal, state, and Harris County requirements related to this grant are met, the City intends to seek proposals for grant administration services related to the procurement and expenditures related to the grant funded construction of the improvements. The grant will reimburse the cost of construction of the drainage improvements but the grant administration services expenses will not be reimbursable expenses under the grant. Funds for the administrative services are budgeted in the Capital Improvements Fund.

Fiscal/Budgetary Impact:

The grant administration services expenses will not be reimbursable expenses under the grant. \$150,000 is budgeted in the Capital Improvements Fund for this purpose.

Authorize issuance of a Request for Proposals (RFP) for grant administration services associated with the Hurricane Harvey (DR-4332) CDBG-DR funded Bayou Bend Regional Stormwater detention improvements construction.



Legislation Details (With Text)

File #: ACT 22-001 **Version:** 1 **Name:**

Type: Acceptance **Status:** Agenda Ready

File created: 12/22/2021 **In control:** City Council

On agenda: 1/4/2022 **Final action:**

Title: Acceptance of the Quarterly Financial Report for the Fiscal Year 2020-2021 fourth quarter ended September 30, 2021.

Sponsors: Finance

Indexes:

Code sections:

Attachments: [2021 4Q Financial Report](#)

Date	Ver.	Action By	Action	Result
1/4/2022	1	City Council		

Acceptance of the Quarterly Financial Report for the Fiscal Year 2020-2021 fourth quarter ended September 30, 2021.

Summary:

The City's quarterly financial report for the Fiscal Year 2020-2021 fourth quarter ended September 30, 2021 reports the preliminary and unaudited results for the fiscal year (October 2020 - September 2021). Note: The revenue and expenditure accounts for all funds do not yet include final entries for year-end accruals, interfund transfers, or audit adjustments, but do include some estimates.

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 \$108.1 million, which includes almost \$50.4 million from the recent Series 2021 Certificates of Obligation and Series 2021 General Obligation Bonds and \$1.4 million from the Series 2020 Limited Tax Refunding Bonds (note: bond fund revenues are not budgeted). Net of these bond proceeds, these revenues total approximately \$56.3 million. The annual budget for these revenues, as amended, is \$56.5 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 \$22.2 million for the fiscal year and exceed the annual budget by 2.7 percent. The industrial in-lieu of taxes revenues of approximately \$12.7 million represent 102.6 percent of the amount budgeted for these revenues for the fiscal year. The City's sales tax revenues of \$7.0 million for the fiscal year are 21.5 percent higher than budgeted, the budget projections being particularly conservative given the unknowns related to the impact of Covid-19. As compared to the prior year, these results are a slight 0.6 percent lower. Total fiscal year expenditures of approximately \$58.3 million for the Governmental Funds include approximately \$9.7 million of bond fund expenditures, which are not budgeted. Net of the bond fund expenditures, total expenditures total approximately \$48.5 million and are less than budgeted for the fiscal year. Similar to the revenue side, these expenditures do not include all reclassifications/adjustments and include estimates for

some of the fiscal year operating transfers.

Utility Fund revenues, including the Water/Sewer Fund and the Storm Water Fund, total approximately \$12.1 million for the fiscal year, however, these revenues do not include operating transfers and reclassifications/adjustments. These preliminary revenues are 4.9 percent less than budgeted but 4.2 percent higher than the prior year results. While the current fiscal year includes a 5 percent increase in water and sewer rates, water and sewer consumption is slightly lower in the current fiscal year as compared to the prior year. Total expenses of these enterprise funds are \$10.8 million for the fiscal year. Similar to the revenue side, these expenses do not yet include operating transfers and reclassifications/adjustments.

The new Capital Equipment Replacement Fund includes revenue of \$1.5 million representing the initial transfer from the unassigned fund balance of the General Fund.

Revenues of \$4.1 million in the Capital Improvements Fund include a \$1,005,985 reimbursement from HCFCD related to Delo-Elaine drainage, a \$2,047,466 reimbursement from HCFCD related to Heritage drainage, and a \$1.0 million transfer from the General Fund. The \$3.3 million of expenditures for the fiscal year include approximately \$2.5 million on drainage projects, \$448,700 for sidewalks, \$87,200 for traffic signal preemption equipment, and \$326,800 for parks projects and City facilities.

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 fiscal year, combined revenues for both districts total approximately \$3.4 million and combined expenditures total approximately \$2.8 million, primarily operating expenditures.

The City's Type B Corporation, the Deer Park Community Development Corporation ("Corporation"), fiscal year revenues of approximately \$3.5 million are primarily sales tax collections of the dedicated 0.50% Type B sales tax that became effective on October 1, 2015. Expenditures of the Corporation total approximately \$1.2 million and primarily represent funding for debt service payments.

As noted previously, the revenue and expenditure accounts for all funds do not yet include the final entries for year-end accruals, interfund transfers, or audit adjustments. The auditors plan to begin the final audit work in early February 2022. The final results of the Fiscal Year 2020-2021 audit will be presented to City Council no later than March 31, 2022.

Fiscal/Budgetary Impact:

N/A.

Accept the quarterly financial report for the Fiscal Year 2020-2021 fourth quarter ended September 30, 2021.



FISCAL YEAR 2021
QUARTERLY FINANCIAL REPORT
FOR THE FOURTH QUARTER ENDED
September 30, 2021
(Preliminary & Unaudited)

**CITY OF DEER PARK
FISCAL YEAR 2021
QUARTERLY FINANCIAL REPORT
FOURTH QUARTER ENDED SEPTEMBER 30, 2021
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CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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 %
GOVERNMENTAL FUNDS								
REVENUE SUMMARY:								
General Fund	\$ 21,796,399	\$ 13,722,733	\$ 4,346,135	\$ 5,525,359	\$ 45,390,626	\$ 45,552,644	\$ 162,018	0.36%
Debt Service Fund	2,147,831	11,016,707	(5,980,864)	75,069	7,258,743	6,197,672	(1,061,071)	**
Golf Course Lease Fund	-	-	-	394,371	394,371	507,820	113,449	22.34%
Special Revenue Funds	39,589	163,636	218,883	484,295	906,403	4,227,464	3,321,061	78.56%
Capital Improvement Bond Funds	1,438	4,487	2,958,946	51,162,904	54,127,775	-	(54,127,775)	-
Total Governmental Funds Revenue	23,985,257	24,907,563	1,543,100	57,641,998	108,077,918	56,485,600	(51,592,318)	**
EXPENDITURE SUMMARY:								
General Fund								
General & Administrative	1,810,334	1,869,247	1,519,758	2,027,449	7,226,788	9,137,385	1,910,597	20.91%
Police Department & Humane Services	2,467,934	2,535,191	2,303,429	3,263,620	10,570,174	11,200,127	629,953	5.62%
Fire Department & Emergency Services	603,708	770,373	589,878	1,040,903	3,004,862	4,399,235	1,394,373	31.70%
Planning & Development	305,331	308,123	301,800	339,456	1,254,710	1,304,331	49,621	3.80%
Sanitation	1,016,188	1,318,689	1,025,280	1,470,751	4,830,908	4,630,145	(200,763)	**
Street Maintenance	262,955	302,344	293,264	553,898	1,412,461	2,084,303	671,842	32.23%
Parks & Recreation	1,417,365	1,396,723	1,596,796	2,185,100	6,595,984	5,576,259	(1,019,725)	**
Library	238,608	277,383	233,435	327,405	1,076,831	1,176,773	99,942	8.49%
Other	299,342	329,687	284,213	494,646	1,407,888	838,494	(569,394)	**
Employee Benefits	-	-	-	-	-	-	-	-
Operating Transfers	-	-	-	2,997,371	2,997,371	2,428,276	(569,095)	**
Total General Fund	8,421,765	9,107,760	8,147,853	14,700,599	40,377,977	42,775,328	2,397,351	5.60%
Debt Service Fund	450	12,933,481	(6,319,521)	554,208	7,168,598	6,197,672	(970,926)	**
Golf Course Lease Fund	31,465	87,149	330,137	66,909	535,660	507,820	(27,840)	**
Special Revenue Funds	105,074	70,620	103,246	186,992	465,932	4,221,211	3,755,279	88.96%
Capital Improvement Bond Funds	822,098	2,123,386	3,347,266	3,436,173	9,728,923	-	(9,728,923)	*
Total Governmental Funds Expenditures	9,380,852	24,322,376	5,608,981	18,964,881	58,277,090	53,702,031	(4,575,059)	**
Governmental Funds Revenues O/(U) Expenditures	\$ 14,604,405	\$ 585,187	\$ (4,065,881)	\$ 38,677,117	\$ 49,800,828	\$ 2,783,569		
UTILITY FUNDS								
REVENUE SUMMARY:								
Water/Sewer Fund	\$ 2,044,315	\$ 2,956,311	\$ 3,048,090	\$ 3,114,479	\$ 11,163,195	\$ 12,387,227	\$ 1,204,032	9.74%
Storm Water Fund	60,748	92,096	92,085	92,682	337,611	404,028	66,417	16.44%
Other	4	12	619,568	19,605	639,189	-	(639,189)	*
Total Utility Fund Revenue	2,105,067	3,048,419	3,759,743	3,226,766	12,139,995	12,771,255	631,260	4.94%
EXPENSES SUMMARY:								
General & Administrative	297,422	270,472	233,235	326,624	1,127,753	1,190,039	62,286	5.23%
Water Expenses	897,016	1,343,297	1,036,162	1,615,145	4,891,620	5,534,110	642,490	11.61%
Sewer Expenses	260,105	316,128	277,150	355,729	1,209,112	1,510,651	301,539	19.96%
Storm Water Expenses	-	-	15,855	8,400	24,255	-	(24,255)	*
Debt Service & Related Fees	1,550	2,160,193	204,149	579,623	2,945,515	2,797,979	(147,536)	**
Operating Transfers	-	-	-	-	-	159,993	159,993	100.00%
Other	142,056	121,311	200,597	141,846	605,810	673,689	67,879	10.08%
Employee Benefits	18,607	16,349	6,078	9,399	50,433	67,150	16,717	24.90%
Total Utility Fund Expenses	1,616,766	4,227,750	1,973,226	3,036,766	10,854,498	11,933,611	1,079,113	9.04%
Utility Fund Revenues O/(U) Expenses	\$ 488,311	\$ (1,179,331)	\$ 1,786,517	\$ 190,000	\$ 1,285,497	\$ 837,644		
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Capital Improvements Fund Revenue	\$ 1,006,001	\$ 43	\$ 2,047,466	\$ 1,042,285	\$ 4,095,795	\$ 7,738,620	\$ 3,642,825	47.07%
Total Capital Improvements Fund Revenue	1,006,001	43	2,047,466	1,042,285	4,095,795	7,738,620	3,642,825	47.07%
EXPENDITURE SUMMARY:								
General Government	-	-	-	-	-	250,000	250,000	100.00%
Planning & Development	389,660	831,558	768,454	465,877	2,455,549	5,292,560	2,837,011	53.60%
Street Maintenance	42,069	352,498	54,157	-	448,724	300,000	(148,724)	**
Traffic	-	35,631	3,959	47,691	87,281	533,560	446,279	83.64%
Parks & Rec Administration	59,449	25,008	-	-	84,457	95,000	10,543	11.10%
Park Maintenance	950	196,095	3,105	-	200,150	197,000	(3,150)	**
Building Maintenance	-	10,186	6,791	25,255	42,232	145,500	103,268	70.97%
Contingency	-	-	-	-	-	750,000	750,000	100.00%
Total Capital Improvements Fund Expenditures	492,128	1,450,976	836,466	538,823	3,318,393	7,563,620	4,245,227	56.13%
Capital Improvements Fund Revenues O/(U) Expenditures	\$ 513,873	\$ (1,450,933)	\$ 1,211,000	\$ 503,462	\$ 777,402	\$ 175,000		

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

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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>CAPITAL EQUIP. REPLACEMENT FUND</u>								
Capital Equipment Replacement Fund Revenue	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ -	--
Total Capital Equip. Replacement Fund Revenue	-	-	-	1,500,000	1,500,000	1,500,000	-	--
EXPENDITURE SUMMARY:								
IT Services	-	-	-	-	-	-	-	*
Humane	-	-	-	-	-	-	-	*
Emergency Management	-	-	-	-	-	-	-	*
Fire Department	-	-	-	-	-	-	-	*
Planning & Development	-	-	-	-	-	-	-	*
Sanitation	-	-	-	-	-	-	-	*
Street Maintenance	-	-	-	-	-	-	-	*
Fleet Maintenance	-	-	-	-	-	-	-	*
Traffic	-	-	-	-	-	-	-	*
Park Maintenance	-	-	-	-	-	-	-	*
Recreation	-	-	-	-	-	-	-	*
Athletics & Aquatics	-	-	-	-	-	-	-	*
Building Maintenance	-	-	-	-	-	-	-	*
Senior Services	-	-	-	-	-	-	-	*
After School Activity Program	-	-	-	-	-	-	-	*
Contingency	-	-	-	-	-	-	-	*
Total Capital Equip. Replacement Fund Expenditures	-	-	-	-	-	-	-	
Capital Equip. Replacement Fund Revenues O/(U) Expenditures	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000		
<u>FIDUCIARY FUNDS</u>								
REVENUE SUMMARY:								
Senior Citizens Fund	\$ 13	\$ 35	\$ 3	\$ 4	\$ 55	\$ -	\$ (55)	*
Total Fiduciary Funds Revenue	13	35	3	4	55	-	(55)	*
EXPENDITURE SUMMARY:								
Senior Citizens Fund	-	-	120	-	120	-	(120)	*
Total Fiduciary Funds Expenditures	-	-	120	-	120	-	(120)	*
Fiduciary Funds Revenues O/(U) Expenditures	\$ 13	\$ 35	\$ (117)	\$ 4	\$ (65)	\$ -		
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 136,678	\$ 391,022	\$ 465,946	\$ 736,605	\$ 1,730,251	\$ 5,601,509	\$ 3,871,258	69.11%
Fire Control Prevention and EMS District	135,312	390,657	462,845	725,897	1,714,711	1,568,172	(146,539)	--
Total Special Revenue Districts Revenue	271,990	781,679	928,791	1,462,502	3,444,962	7,169,681	3,724,719	51.95%
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	247,551	233,917	583,842	332,607	1,397,917	5,601,509	4,203,592	75.04%
Fire Control Prevention and EMS District	327,324	341,060	409,322	329,350	1,407,056	1,568,172	161,116	10.27%
Total Special Revenue Districts Expenditures	574,875	574,977	993,164	661,957	2,804,973	7,169,681	4,364,708	60.88%
Special Revenue Districts Revenues O/(U) Expenditures	\$ (302,885)	\$ 206,702	\$ (64,373)	\$ 800,545	\$ 639,989	\$ -		
<u>TYPE B CORPORATION</u>								
REVENUE SUMMARY:								
Deer Park Community Development Corporation	\$ 273,997	\$ 805,440	\$ 952,249	\$ 1,485,567	\$ 3,517,253	\$ 2,722,500	\$ (794,753)	--
Total DPCDC Fund Revenue	273,997	805,440	952,249	1,485,567	3,517,253	2,722,500	(794,753)	--
EXPENDITURE SUMMARY:								
Deer Park Community Development Corporation	-	1,178,188	-	41,591	1,219,779	1,929,430	709,651	36.78%
Total DPCDC Fund Expenditures	-	1,178,188	-	41,591	1,219,779	1,929,430	709,651	36.78%
DPCDC Revenues O/(U) Expenditures	\$ 273,997	\$ (372,748)	\$ 952,249	\$ 1,443,976	\$ 2,297,474	\$ 793,070		
<u>FUND BALANCE</u>								
Beginning Fund Balance - General Fund	\$ 46,711,249	\$ 60,085,883	\$ 64,700,856	\$ 60,899,138	\$ 46,711,249			
Revenues Over/(Under) Expenditures	13,374,634	4,614,973	(3,801,718)	(9,175,240)	5,012,649			
Ending Fund Balance - General Fund	\$ 60,085,883	\$ 64,700,856	\$ 60,899,138	\$ 51,723,898	\$ 51,723,898			
Beginning Fund Balance - Water Sewer Fund	\$ 18,638,408	\$ 19,129,922	\$ 17,902,061	\$ 19,054,449	\$ 18,638,408			
Revenues Over/(Under) Expenditures	491,514	(1,227,861)	1,152,388	133,812	549,853			
Ending Fund Balance - Water Sewer Fund	\$ 19,129,922	\$ 17,902,061	\$ 19,054,449	\$ 19,188,261	\$ 19,188,261			

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

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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	3/31/2021	6/30/2021	9/30/2021	YTD Actual	YTD Actual	O/(U) Prior YTD	FYE Total
<u>GOVERNMENTAL FUNDS</u>								
REVENUE SUMMARY:								
General Fund	\$ 21,796,399	\$ 13,722,733	\$ 4,346,135	\$ 5,525,359	\$ 45,390,626	\$ 48,066,781	\$ (2,676,155)	\$ 48,066,781
Debt Service Fund	2,147,831	11,016,707	(5,980,864)	75,069	7,258,743	10,712,775	(3,454,032)	10,712,775
Golf Course Lease Fund	-	-	-	394,371	394,371	533,438	(139,067)	533,438
Special Revenue Funds	39,589	163,636	218,883	484,295	906,403	1,757,264	(850,861)	1,757,264
Capital Improvement Bond Funds	1,438	4,487	2,958,946	51,162,904	54,127,775	3,350,836	50,776,939	3,350,836
Total Governmental Funds Revenue	23,985,257	24,907,563	1,543,100	57,641,998	108,077,918	64,421,094	43,656,824	64,421,094
EXPENDITURE SUMMARY:								
<u>General Fund</u>								
General & Administrative	1,810,334	1,869,247	1,519,758	2,027,449	7,226,788	11,564,138	(4,337,350)	11,564,138
Police Department & Humane Services	2,467,934	2,535,191	2,303,429	3,263,620	10,570,174	10,898,816	(326,642)	10,898,816
Fire Department & Emergency Services	603,708	770,373	589,878	1,040,903	3,004,862	4,383,801	(1,378,939)	4,383,801
Planning & Development	305,331	308,123	301,800	339,456	1,254,710	1,297,866	(43,156)	1,297,866
Sanitation	1,016,188	1,318,689	1,025,280	1,470,751	4,830,908	4,553,478	277,430	4,553,478
Street Maintenance	262,955	302,344	293,264	553,898	1,412,461	1,375,207	37,254	1,375,207
Parks & Recreation	1,417,365	1,396,723	1,596,796	2,185,100	6,595,984	6,484,041	111,943	6,484,041
Library	238,608	277,383	233,435	327,405	1,076,831	1,115,192	(38,361)	1,115,192
Other	299,342	329,687	284,213	494,646	1,407,888	1,355,407	52,481	1,355,407
Operating Transfers	-	-	-	2,997,371	2,997,371	-	2,997,371	-
Total General Fund	8,421,765	9,107,760	8,147,853	14,700,599	40,377,977	43,025,946	(2,647,969)	43,025,946
<u>Debt Service Fund</u>	450	12,933,461	(6,319,521)	554,208	7,168,598	10,321,108	(3,152,510)	10,321,108
<u>Golf Course Lease Fund</u>	31,466	87,149	330,137	86,909	535,660	533,438	2,222	533,438
<u>Special Revenue Funds</u>	105,074	70,520	103,246	186,992	465,932	1,757,382	(1,291,450)	1,757,382
<u>Capital Improvement Bond Funds</u>	822,098	2,123,386	3,347,266	3,436,173	9,728,823	3,247,483	6,481,440	3,247,483
Total Governmental Funds Expenditures	9,380,852	24,322,376	5,608,981	18,964,881	58,277,090	58,885,357	(608,267)	58,885,357
Governmental Funds Revenues O/(U) Expenditures	\$ 14,604,405	\$ 585,187	\$ (4,065,881)	\$ 38,677,117	\$ 49,800,828	\$ 5,535,737	\$ 44,265,091	\$ 5,535,737
<u>UTILITY FUNDS</u>								
REVENUE SUMMARY:								
Water/Sewer Fund	\$ 2,044,315	\$ 2,956,311	\$ 3,048,090	\$ 3,114,479	\$ 11,163,195	\$ 11,785,042	\$ (621,847)	\$ 11,785,042
Storm Water Fund	60,748	92,096	92,085	92,682	337,611	571,302	(233,691)	571,302
Other	4	12	619,568	19,605	639,189	752,825	(113,636)	752,825
Total Utility Funds Revenue	2,105,067	3,048,419	3,759,743	3,226,766	12,139,995	13,109,169	(969,174)	13,109,169
EXPENSES SUMMARY:								
General & Administrative	297,422	270,472	233,235	326,624	1,127,753	1,091,625	36,128	1,091,625
Water Expenses	897,016	1,343,297	1,036,162	1,615,145	4,891,620	5,303,322	(411,702)	5,303,322
Sewer Expenses	260,105	316,128	277,150	355,729	1,209,112	1,162,355	46,757	1,162,355
Storm Water Expenses	-	-	15,855	8,400	24,255	454,198	(429,943)	454,198
Debt Service & Related Fees	1,550	2,160,193	204,149	579,623	2,945,515	3,141,130	(195,615)	3,141,130
Operating Transfers	-	-	-	-	-	143,680	(143,680)	143,680
Other	142,056	121,311	200,597	141,846	605,810	664,079	(58,269)	664,079
Employee Benefits	18,607	16,349	6,078	9,399	50,433	50,352	81	50,352
Total Utility Funds Expenses	1,616,756	4,227,750	1,973,226	3,036,766	10,854,498	12,010,741	(1,156,243)	12,010,741
Utility Funds Revenues O/(U) Expenses	\$ 488,311	\$ (1,179,331)	\$ 1,786,517	\$ 190,000	\$ 1,285,497	\$ 1,098,428	\$ 187,069	\$ 1,098,428
<u>CAPITAL IMPROVEMENTS FUND</u>								
REVENUE SUMMARY:								
Capital Improvements Fund Revenue	\$ 1,006,001	\$ 43	\$ 2,047,486	\$ 1,042,285	\$ 4,095,795	\$ 3,027,754	\$ (1,068,041)	\$ 3,027,754
Total Capital Improvements Fund Revenue	1,006,001	43	2,047,486	1,042,285	4,095,795	3,027,754	(1,068,041)	3,027,754
EXPENDITURE SUMMARY:								
General Government	-	-	-	-	-	6,793	(6,793)	6,793
IT Services	-	-	-	-	-	1,731	(1,731)	1,731
Emergency Management	-	-	-	-	-	178,313	(178,313)	178,313
Emergency Medical Services	-	-	-	-	-	314,755	(314,755)	314,755
Planning & Development	389,660	831,558	768,454	465,877	2,455,549	563,996	1,891,553	563,996
Street Maintenance	42,069	352,498	54,157	-	448,724	656,922	(208,198)	656,922
Traffic	-	35,631	3,959	47,691	87,281	-	87,281	-
Parks & Rec Administration	59,449	25,008	-	-	84,457	-	84,457	-
Park Maintenance	950	196,095	3,105	-	200,150	73,256	126,894	73,256
Recreation	-	-	-	-	-	-	-	-
Building Maintenance	-	10,186	6,791	25,255	42,232	63,616	(21,384)	63,616
Drama	-	-	-	-	-	2,174	(2,174)	2,174
Operating Transfers	-	-	-	-	-	5,608	(5,608)	5,608
Total Capital Improvements Fund Expenditures	492,128	1,450,976	838,466	538,823	3,318,393	1,867,164	1,451,229	1,867,164
Capital Improvements Fund Revenues O/(U) Expenditures	\$ 513,873	\$ (1,450,933)	\$ 1,211,000	\$ 503,462	\$ 777,402	\$ 1,160,590	\$ (2,519,270)	\$ 1,160,590

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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	3/31/2021	6/30/2021	9/30/2021	YTD Actual	YTD Actual	O/(U) Prior YTD	FYE Total
<u>CAPITAL EQUIP. REPLACEMENT FUND</u>								
Capital Equipment Replacement Fund Revenue	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000	\$ -	\$ (1,500,000)	\$ -
Total Capital Equip. Replacement Fund Revenue	-	-	-	1,500,000	1,500,000	-	(1,500,000)	-
EXPENDITURE SUMMARY:								
IT Services	-	-	-	-	-	-	-	-
Humane	-	-	-	-	-	-	-	-
Emergency Management	-	-	-	-	-	-	-	-
Fire Department	-	-	-	-	-	-	-	-
Planning & Development	-	-	-	-	-	-	-	-
Sanitation	-	-	-	-	-	-	-	-
Street Maintenance	-	-	-	-	-	-	-	-
Fleet Maintenance	-	-	-	-	-	-	-	-
Traffic	-	-	-	-	-	-	-	-
Park Maintenance	-	-	-	-	-	-	-	-
Recreation	-	-	-	-	-	-	-	-
Athletics & Aquatics	-	-	-	-	-	-	-	-
Building Maintenance	-	-	-	-	-	-	-	-
Senior Services	-	-	-	-	-	-	-	-
After School Activity Program	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Total Capital Equip. Replacement Fund Expenditures	-	-	-	-	-	-	-	-
Capital Equip. Replacement Fund Revenues O/(U) Expenditures	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000	\$ -	\$ (1,500,000)	\$ -
<u>FIDUCIARY FUNDS</u>								
REVENUE SUMMARY:								
Senior Citizens Fund	\$ 13	\$ 35	\$ 3	\$ 4	\$ 55	\$ 1,064	\$ (1,009)	\$ 1,064
Total Fiduciary Funds Revenue	13	35	3	4	55	1,064	(1,009)	1,064
EXPENDITURE SUMMARY:								
Senior Citizens Fund	-	-	120	-	120	-	120	-
Total Fiduciary Funds Expenditures	-	-	120	-	120	-	120	-
Fiduciary Funds Revenues O/(U) Expenditures	\$ 13	\$ 35	\$ (117)	\$ 4	\$ (65)	\$ 1,064	\$ (1,129)	\$ 1,064
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 136,678	\$ 391,022	\$ 465,946	\$ 736,605	\$ 1,730,251	\$ 1,845,134	\$ (114,883)	\$ 1,845,134
Fire Control Prevention and EMS District	135,312	390,657	462,845	725,897	1,714,711	1,812,664	(97,953)	1,812,664
Total Special Revenue Districts Revenue	271,990	781,679	928,791	1,462,502	3,444,962	3,657,798	(212,836)	3,657,798
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	247,551	233,917	583,842	332,607	1,397,917	1,609,780	(211,863)	1,609,780
Fire Control Prevention and EMS District	327,324	341,060	409,322	329,350	1,407,056	1,584,166	(177,110)	1,584,166
Total Special Revenue Districts Expenditures	574,875	574,977	993,164	661,957	2,804,973	3,193,946	(388,973)	3,193,946
Special Revenue Districts Revenues O/(U) Expenditures	\$ (302,885)	\$ 206,702	\$ (64,373)	\$ 800,545	\$ 639,989	\$ 463,852	\$ 176,137	\$ 463,852
<u>TYPE B CORPORATION</u>								
REVENUE SUMMARY:								
Deer Park Community Development Corporation	\$ 273,997	\$ 805,440	\$ 952,249	\$ 1,485,567	\$ 3,517,253	\$ 3,542,371	\$ (25,118)	\$ 3,542,371
Total DPCDC Fund Revenue	273,997	805,440	952,249	1,485,567	3,517,253	3,542,371	(25,118)	3,542,371
EXPENDITURE SUMMARY:								
Deer Park Community Development Corporation	-	1,178,188	-	41,591	1,219,779	1,218,797	982	1,218,797
Total DPCDC Fund Expenditures	-	1,178,188	-	41,591	1,219,779	1,218,797	982	1,218,797
DPCDC Revenues O/(U) Expenditures	\$ 273,997	\$ (372,748)	\$ 952,249	\$ 1,443,976	\$ 2,297,474	\$ 2,323,574	\$ (26,100)	\$ 2,323,574

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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 %
GENERAL FUND								
REVENUE SUMMARY:								
Taxes	\$ 20,593,889	\$ 11,995,000	\$ 2,819,106	\$ 3,675,673	\$ 39,083,668	\$ 36,812,200	\$ (2,271,468)	**
Service Fees	264,227	437,783	397,230	466,581	1,565,821	1,608,080	42,259	2.63%
Fines	229,257	223,266	291,263	286,759	1,030,545	1,212,500	181,955	15.01%
Permits & Licenses	79,424	220,791	65,427	158,487	524,129	559,700	35,571	6.36%
User Fees	371,626	529,324	504,175	766,585	2,171,710	2,005,900	(165,810)	**
Other	257,976	316,569	268,934	171,274	1,014,753	3,339,264	2,324,511	69.61%
Special Revenue	-	-	-	-	-	15,000	15,000	100.00%
Total Revenue	21,796,399	13,722,733	4,346,135	5,525,359	45,390,626	45,552,644	162,018	0.36%
EXPENDITURE SUMMARY:								
Mayor & Council	5,199	5,835	5,550	8,428	25,012	58,450	33,438	57.21%
City Manager	231,705	252,391	229,345	294,301	1,007,742	1,048,332	40,590	3.87%
Boards & Commissions	3,436	3,026	1,952	2,005	10,419	15,408	4,989	32.38%
Municipal Court	106,265	115,910	102,666	141,296	466,137	496,163	30,026	6.05%
General Government	633,489	697,003	388,265	682,300	2,401,057	3,912,104	1,511,047	38.62%
Legal Services	14,861	16,074	11,456	46,617	89,008	165,100	76,092	46.09%
Personnel	85,977	94,490	114,138	125,345	419,950	428,764	8,814	2.06%
IT Services	479,860	379,306	394,668	395,358	1,649,192	1,780,777	131,585	7.39%
Finance	146,459	173,618	163,651	210,681	694,409	728,629	34,220	4.70%
City Secretary	103,083	131,594	108,067	121,118	463,862	503,658	39,796	7.90%
Police	2,395,598	2,464,568	2,231,076	3,159,258	10,250,500	10,774,130	523,630	4.86%
Humane Services	72,336	70,623	72,353	104,362	319,674	425,997	106,323	24.96%
Emergency Management	94,050	112,727	90,434	151,059	448,270	446,294	(1,976)	**
Fire Department	132,779	253,996	154,617	228,730	770,122	2,157,708	1,387,586	64.31%
Emergency Medical Services	341,056	361,452	308,250	638,461	1,649,219	1,610,282	(38,937)	**
Fire Marshal	35,823	42,198	36,577	22,653	137,251	184,951	47,700	25.79%
Central Warehouse	19,738	20,532	18,505	25,649	84,424	86,195	1,771	2.05%
Planning & Development	305,331	308,123	301,800	339,456	1,254,710	1,304,331	49,621	3.80%
Sanitation	1,016,188	1,318,689	1,025,280	1,470,751	4,830,908	4,630,145	(200,763)	**
Street Maintenance	262,955	302,344	293,264	553,898	1,412,461	2,084,303	671,842	32.23%
Fleet Maintenance	145,554	142,151	127,673	302,302	717,680	752,299	34,619	4.60%
Traffic	134,050	167,004	138,035	166,695	605,784	646,745	40,961	6.33%
Library	238,608	277,383	233,435	327,405	1,076,831	1,176,773	99,942	8.49%
Parks & Rec Administration	166,179	179,054	163,577	232,053	740,863	823,798	82,935	10.07%
Beautification	-	-	-	-	-	30,000	30,000	100.00%
Park Maintenance	495,947	469,595	586,982	722,428	2,274,952	2,542,918	267,966	10.54%
Recreation	119,722	139,445	136,589	180,560	576,316	779,133	202,817	26.03%
Athletics & Aquatics	139,773	143,041	203,426	398,412	884,652	957,788	73,136	7.64%
Building Maintenance	245,480	205,821	218,955	274,860	945,116	999,224	54,108	5.42%
Senior Services	95,038	99,590	92,609	117,099	404,336	588,924	184,588	31.34%
After School Program	71,649	59,236	91,461	115,204	337,550	387,788	50,238	12.96%
Drama	83,577	100,941	103,197	144,484	432,199	467,257	35,058	7.50%
Employee Benefits	-	-	-	-	-	-	-	-
Operating Transfer to Golf Course Lease Fund	-	-	-	394,371	394,371	507,820	113,449	22.34%
Operating Transfer to Chapter 380 Fund	-	-	-	103,000	103,000	130,000	27,000	20.77%
Operating Transfer to Capital Eq. Replacement Fund	-	-	-	1,500,000	1,500,000	1,500,000	-	**
Operating Transfer to Capital Improvements Fund	-	-	-	1,000,000	1,000,000	1,920,456	920,456	47.93%
Total Expenditures	8,421,765	9,107,760	8,147,853	14,700,599	40,377,977	47,052,644	6,674,667	14.19%
General Fund Revenues O/(U) Expenditures	\$ 13,374,634	\$ 4,614,973	\$ (3,801,718)	\$ (9,175,240)	\$ 5,012,649	\$ (1,500,000)		

FUND BALANCE

Beginning Fund Balance	\$ 46,711,249	\$ 60,085,883	\$ 64,700,856	\$ 60,899,138	\$ 46,711,249
Revenues Over/(Under) Expenditures	13,374,634	4,614,973	(3,801,718)	(9,175,240)	5,012,649
Ending Fund Balance	\$ 60,085,883	\$ 64,700,856	\$ 60,899,138	\$ 51,723,898	\$ 51,723,898

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

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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>DEBT SERVICE FUND</u>								
REVENUE SUMMARY:								
Taxes	\$ 2,147,522	\$ 2,363,455	\$ 93,574	\$ 33,394	\$ 4,637,945	\$ 4,559,803	\$ (78,142)	**
Proceeds from Premium on Bonds	-	-	169,936	-	169,936	-	(169,936)	*
Proceeds from Refunding Bonds	-	6,570,000	(5,338,125)	-	1,231,875	-	(1,231,875)	*
Other	309	2,083,252	(906,249)	41,675	1,218,987	1,637,869	418,882	25.57%
Total Revenue	2,147,831	11,016,707	(5,980,864)	75,069	7,258,743	6,197,672	(1,061,071)	**
EXPENDITURE SUMMARY:								
Paying Agent Fees/Escrow Payment/Issuance Costs	450	7,523,915	(6,115,372)	1,641	1,410,634	100,000	(1,310,634)	**
Principal Payments	-	4,767,755	(155,337)	-	4,612,418	4,778,255	165,837	3.47%
Interest Payments	-	641,791	(48,812)	552,567	1,145,546	1,319,417	173,871	13.18%
Total Expenditures	450	12,933,461	(6,319,521)	554,208	7,168,598	6,197,672	(970,926)	**
Debt Service Fund Revenues O/(U) Expenditures	\$ 2,147,381	\$ (1,916,754)	\$ 338,657	\$ (479,139)	\$ 90,145	\$ -		
<hr/>								
<u>FUND BALANCE</u>								
Beginning Fund Balance	\$ 6,158,253	\$ 8,305,634	\$ 6,388,880	\$ 6,727,537	\$ 6,158,253			
Revenues Over/(Under) Expenditures	2,147,381	(1,916,754)	338,657	(479,139)	90,145			
Ending Fund Balance	\$ 8,305,634	\$ 6,388,880	\$ 6,727,537	\$ 6,248,398	\$ 6,248,398			

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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 %
GOLF COURSE LEASE FUND								
REVENUE SUMMARY:								
User Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	394,371	394,371	507,820	113,449	22.34%
Restricted Revenue	-	-	-	-	-	-	-	-
Total Revenue	-	-	-	394,371	394,371	507,820	113,449	22.34%
EXPENDITURE SUMMARY:								
Operating Expenditures	31,365	32,192	28,333	72,961	164,851	210,265	45,414	21.60%
Capital Expenditures	100	54,957	301,804	13,948	370,809	297,555	(73,254)	**
Total Expenditures	31,465	87,149	330,137	86,909	535,660	507,820	(27,840)	**
Golf Course Lease Fund Revenues O/(U) Expenditures	\$ (31,465)	\$ (87,149)	\$ (330,137)	\$ 307,462	\$ (141,289)	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 141,289	\$ 109,824	\$ 22,675	\$ (307,462)	\$ 141,289
Revenues Over/(Under) Expenditures	(31,465)	(87,149)	(330,137)	307,462	(141,289)
Ending Fund Balance	\$ 109,824	\$ 22,675	\$ (307,462)	\$ -	\$ -

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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	\$ -	\$ 86,145	\$ 128,736	\$ 268,547	\$ 483,428	\$ 595,580	\$ 112,152	18.83%
Police Forfeiture Fund	4	24,167	9,893	16,674	50,738	21,734	(29,004)	**
Other	95	26,644	20,080	45,175	91,994	-	(91,994)	-
Municipal Court Fund	39,481	26,657	60,171	50,897	177,206	271,650	94,444	34.77%
Disaster Declarations	-	-	-	-	-	-	-	-
Grant Fund	-	-	-	-	-	3,208,500	3,208,500	100.00%
East Blvd Fund	-	-	-	-	-	-	-	-
Street Assessment Fund	9	23	3	2	37	-	(37)	-
Chapter 380	-	-	-	103,000	103,000	130,000	27,000	20.77%
Total Revenue	39,589	163,636	218,883	484,295	906,403	4,227,464	3,321,061	78.56%
EXPENDITURE SUMMARY:								
Hotel Occupancy Tax Fund	65,768	15,414	47,028	28,807	157,017	595,580	438,563	73.64%
Police Forfeiture Fund	-	-	975	2,001	2,976	21,734	18,758	86.31%
Other	750	5,394	4,686	15,872	26,702	-	(26,702)	-
Municipal Court Fund	38,556	49,408	49,577	24,988	162,529	265,397	102,868	38.76%
Disaster Declarations	-	-	-	-	-	-	-	-
Grant Fund	-	404	980	12,324	13,708	3,208,500	3,194,792	99.57%
East Blvd Fund	-	-	-	-	-	-	-	-
Street Assessment Fund	-	-	-	-	-	-	-	-
Chapter 380	-	-	-	103,000	103,000	130,000	27,000	20.77%
Total Expenditures	105,074	70,620	103,246	186,992	465,932	4,221,211	3,755,279	88.96%
Special Revenue Funds Revenues O/(U) Expenditures	\$ (65,485)	\$ 93,016	\$ 115,637	\$ 297,303	\$ 440,471	\$ 6,253		

FUND BALANCE

Beginning Fund Balance	\$ 1,202,165	\$ 1,136,680	\$ 1,229,696	\$ 1,345,333	\$ 1,202,165
Revenues Over/(Under) Expenditures	(65,485)	93,016	115,637	297,303	440,471
Ending Fund Balance	\$ 1,136,680	\$ 1,229,696	\$ 1,345,333	\$ 1,642,636	\$ 1,642,636

Ending Fund Balance by Fund:

022 - Disaster Declarations	\$ 122,609	\$ 122,609	\$ 122,609	\$ 122,609	\$ 122,609
086 - Chapter 380	-	-	-	-	-
101 - Hotel Occupancy Tax Fund	514,750	585,481	667,188	906,929	906,929
102 - Police Forfeiture Fund	71,593	95,760	104,677	119,350	119,350
103 - Other	495,288	516,538	531,932	561,235	561,235
104 - Municipal Court Fund	91,076	68,325	78,920	104,828	104,828
105 - Grant Fund	(257,519)	(257,923)	(258,902)	(271,227)	(271,227)
301 - East Blvd Fund	-	-	-	-	-
302 - Street Assessment Fund	98,883	98,906	98,909	98,912	98,912
Total Special Revenue Funds	\$ 1,136,680	\$ 1,229,696	\$ 1,345,333	\$ 1,642,636	\$ 1,642,636

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

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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 %
CAPITAL IMPROVEMENT BOND FUNDS								
REVENUE SUMMARY:								
CIBF 2005	\$ 31	\$ 11	\$ -	\$ -	\$ 42	\$ -	\$ (42)	*
CIBF 2007	31	79	8	10	128	-	(128)	*
CIBF 2011	13	5	267,740	35,716	303,474	-	(303,474)	*
CIBF 2012	28	10	369,805	57,762	427,605	-	(427,605)	*
CIBF 2013	5	12	349,001	100,326	449,344	-	(449,344)	*
CIBF 2014 (CO)	-	-	357,238	93,337	450,575	-	(450,575)	*
CIBF 2015	19	45	5	3	72	-	(72)	*
CIBF 2015-A	54	126	354,027	90,122	444,329	-	(444,329)	*
CIBF 2016 & 2017 (DPCDC)	31	81	9	10	131	-	(131)	*
CIBF 2016-A	185	432	291,312	99,395	391,324	-	(391,324)	*
CIBF 2017-A	199	465	257,529	65,609	323,802	-	(323,802)	*
CIBF 2018	342	965	288,027	104,172	393,506	-	(393,506)	*
CIBF 2019	500	1,413	222,361	78,488	302,762	-	(302,762)	*
CIBF 2020	-	843	201,884	82,319	285,046	-	(285,046)	*
CIBF 2021 (CO)	-	-	-	25,495,028	25,495,028	-	(25,495,028)	*
CIBF 2021 (GO)	-	-	-	24,860,607	24,860,607	-	(24,860,607)	*
Total Revenue	1,438	4,487	2,958,946	51,162,904	54,127,775	-	(54,127,775)	*
EXPENDITURE SUMMARY:								
CIBF 2005	31	11	5,755	54,575	60,372	-	(60,372)	*
CIBF 2007	15,574	7,178	69,808	35,841	128,401	-	(128,401)	*
CIBF 2011	-	-	65,056	35,716	100,772	-	(100,772)	*
CIBF 2012	-	-	106,183	57,762	163,945	-	(163,945)	*
CIBF 2013	-	-	104,000	137,283	241,283	-	(241,283)	*
CIBF 2014 (CO)	-	-	97,238	93,337	190,575	-	(190,575)	*
CIBF 2015	19	172,540	5	3	172,567	-	(172,567)	*
CIBF 2015-A	-	2,650	94,013	90,112	186,775	-	(186,775)	*
CIBF 2016 & 2017 (DPCDC)	6,131	11,484	8,080	109,419	135,114	-	(135,114)	*
CIBF 2016-A	65,379	7,923	263,609	157,142	494,053	-	(494,053)	*
CIBF 2017-A	412,580	787,564	795,651	98,830	2,094,625	-	(2,094,625)	*
CIBF 2018	16,660	95,312	946,350	1,203,920	2,262,242	-	(2,262,242)	*
CIBF 2019	305,724	1,038,724	531,772	713,042	2,589,262	-	(2,589,262)	*
CIBF 2020	-	-	259,746	123,924	383,670	-	(383,670)	*
CIBF 2021 (CO)	-	-	-	268,429	268,429	-	(268,429)	*
CIBF 2021 (GO)	-	-	-	256,838	256,838	-	(256,838)	*
Total Expenditures	822,098	2,123,386	3,347,266	3,436,173	9,728,923	-	(9,728,923)	*
CIBF Revenues O/(U) Expenditures	\$ (820,660)	\$ (2,118,899)	\$ (388,320)	\$ 47,726,731	\$ 44,398,852	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 5,811,821	\$ 4,991,161	\$ 2,872,262	\$ 2,483,942	\$ 5,811,821
Revenues Over/(Under) Expenditures	(820,660)	(2,118,899)	(388,320)	47,726,731	44,398,852
Ending Fund Balance	\$ 4,991,161	\$ 2,872,262	\$ 2,483,942	\$ 50,210,673	\$ 50,210,673

Ending Fund Balance by Fund:

303 - Series 2005	\$ 269,867	\$ 269,867	\$ 264,112	\$ 209,537	\$ 209,537
304 - Series 2007	205,533	198,434	128,634	92,802	92,802
306 - Series 2015	289,134	116,639	116,639	116,639	116,639
307 - Series 2016 & 2017 (DPCDC)	455,853	444,450	436,379	326,970	326,970
308 - Series 2021 CO	-	-	-	25,226,599	25,226,599
309 - Series 2021 GO	-	-	-	24,603,769	24,603,769
504 - Series 2011	658,172	658,177	860,861	860,861	860,861
505 - Series 2012	587,960	587,970	851,592	851,592	851,592
506 - Series 2013	(38,301)	(38,289)	206,712	169,755	169,755
507 - Series 2014 CO	730,142	730,142	990,142	990,142	990,142
508 - Series 2015-A	862,810	860,286	1,120,300	1,120,310	1,120,310
509 - Series 2016-A	803,017	795,526	823,229	765,482	765,482
510 - Series 2017-A	37,191	(749,908)	(1,288,030)	(1,321,250)	(1,321,250)
511 - Series 2018	360,495	266,148	(392,175)	(1,491,923)	(1,491,923)
512 - Series 2019	(230,712)	(1,268,023)	(1,577,434)	(2,211,988)	(2,211,988)
513 - Series 2020	-	843	(57,019)	(98,624)	(98,624)
Total CIBF	\$ 4,991,161	\$ 2,872,262	\$ 2,483,942	\$ 50,210,673	\$ 50,210,673

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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>WATER/SEWER FUND</u>								
REVENUE SUMMARY:								
Service Fees	\$ 2,035,936	\$ 2,944,586	\$ 3,035,863	\$ 3,102,641	\$ 11,119,026	\$ 12,297,727	\$ 1,178,701	9.58%
Permits & Licenses	7,183	10,940	11,746	10,736	40,605	38,000	(2,605)	**
Other	1,196	785	481	1,102	3,564	31,500	27,936	88.69%
Total Revenue	2,044,315	2,956,311	3,048,090	3,114,479	11,163,195	12,367,227	1,204,032	9.74%
EXPENDITURE SUMMARY:								
Public Works Administration	166,086	83,117	75,529	102,406	427,138	473,334	46,196	9.76%
Water & Sewer Maintenance	281,393	486,921	294,784	608,843	1,671,941	2,070,686	398,745	19.26%
Wastewater Treatment	260,105	316,128	277,150	355,729	1,209,112	1,510,651	301,539	19.96%
Water Treatment Plant	615,623	856,376	741,378	1,006,302	3,219,679	3,463,424	243,745	7.04%
Central Collections	131,336	187,355	157,706	224,218	700,615	716,705	16,090	2.24%
Meter Readers	78,101	77,733	138,928	94,147	388,909	443,207	54,298	12.25%
Employee Benefits	18,607	16,349	6,078	9,399	50,433	67,150	16,717	24.90%
Paying Agent Fees	1,550	-	-	5,859	7,409	7,500	91	1.21%
Principal Payments	-	1,682,245	155,337	-	1,837,582	1,701,745	(135,837)	**
Interest Expense	-	477,948	48,812	573,764	1,100,524	1,088,734	(11,790)	**
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	4,184,172	1,895,702	2,980,667	10,613,342	11,703,129	1,089,787	9.31%
Water/Sewer Fund Revenues O/(U) Expenditures	\$ 491,514	\$ (1,227,861)	\$ 1,152,388	\$ 133,812	\$ 549,853	\$ 664,098		

FUND BALANCE

Beginning Fund Balance	\$ 18,638,408	\$ 19,129,922	\$ 17,902,061	\$ 19,054,449	\$ 18,638,408
Revenues Over/(Under) Expenditures	491,514	(1,227,861)	1,152,388	133,812	549,853
Ending Fund Balance	\$ 19,129,922	\$ 17,902,061	\$ 19,054,449	\$ 19,188,261	\$ 19,188,261

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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 %
OTHER UTILITY FUNDS								
REVENUE SUMMARY:								
Storm Water Utility Fund	\$ 60,748	\$ 92,096	\$ 92,085	\$ 92,682	\$ 337,611	\$ 404,028	\$ 66,417	16.44%
TWDB Series 2002	-	-	158,445	11,204	169,649	-	(169,649)	*
Wastewater/Sanitary Sewer - Series 2002	4	12	461,123	8,401	469,540	-	(469,540)	-
Total Revenue	60,752	92,108	711,653	112,287	976,800	404,028	(572,772)	**
EXPENDITURE SUMMARY:								
Storm Water Utility Fund	63,955	43,578	48,289	36,495	192,317	230,482	38,165	16.56%
TWDB Series 2002	-	-	13,380	11,204	24,584	-	(24,584)	*
Wastewater/Sanitary Sewer - Series 2002	-	-	15,855	8,400	24,255	-	(24,255)	*
Total Expenditures	63,955	43,578	77,524	56,099	241,156	230,482	(10,674)	**
Other Utility Funds Revenues O/(U) Expenditures	\$ (3,203)	\$ 48,530	\$ 634,129	\$ 56,188	\$ 735,644	\$ 173,546		

FUND BALANCE

Beginning Fund Balance	\$ 5,572,702	\$ 5,569,499	\$ 5,618,029	\$ 6,252,158	\$ 5,572,702
Revenues Over/(Under) Expenditures	(3,203)	48,530	634,129	56,188	735,644
Ending Fund Balance	\$ 5,569,499	\$ 5,618,029	\$ 6,252,158	\$ 6,308,346	\$ 6,308,346

Ending Fund Balance by Fund:

425 - Storm Water Utility Fund	\$ 595,540	\$ 644,058	\$ 687,854	\$ 744,041	\$ 744,041
501 - 2000 Sewer Rehab	443,769	443,769	443,769	443,769	443,769
502 - 2002 TWDB	2,214,685	2,214,685	2,359,751	2,359,751	2,359,751
503 - 2002 WW SS	2,315,505	2,315,517	2,760,784	2,760,785	2,760,785
	\$ 5,569,499	\$ 5,618,029	\$ 6,252,158	\$ 6,308,346	\$ 6,308,346

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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 %
CAPITAL EQUIP. REPLACEMENT FUND								
REVENUE SUMMARY:								
Other	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ -	**
Total Revenue	-	-	-	1,500,000	1,500,000	1,500,000	-	**
EXPENDITURE SUMMARY:								
IT Services	-	-	-	-	-	-	-	*
Humane	-	-	-	-	-	-	-	*
Emergency Management	-	-	-	-	-	-	-	*
Fire Department	-	-	-	-	-	-	-	*
Planning & Development	-	-	-	-	-	-	-	*
Sanitation	-	-	-	-	-	-	-	*
Street Maintenance	-	-	-	-	-	-	-	*
Fleet Maintenance	-	-	-	-	-	-	-	*
Traffic	-	-	-	-	-	-	-	*
Park Maintenance	-	-	-	-	-	-	-	*
Recreation	-	-	-	-	-	-	-	*
Athletics & Aquatics	-	-	-	-	-	-	-	*
Building Maintenance	-	-	-	-	-	-	-	*
Senior Services	-	-	-	-	-	-	-	*
After School Activity Program	-	-	-	-	-	-	-	*
Contingency	-	-	-	-	-	-	-	*
Total Expenditures	-	-	-	-	-	-	-	*
Capital Improvements Fund Revenues O/(U)								
Expenditures	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000		

FUND BALANCE

Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues Over/(Under) Expenditures	-	-	-	1,500,000	1,500,000
Ending Fund Balance	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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 %
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Other	\$ 1,006,001	\$ 43	\$ 2,047,466	\$ 1,042,285	\$ 4,095,795	\$ 7,738,620	\$ 3,642,825	47.07%
Total Revenue	1,006,001	43	2,047,466	1,042,285	4,095,795	7,738,620	3,642,825	47.07%
EXPENDITURE SUMMARY:								
General Government	-	-	-	-	-	250,000	250,000	100.00%
Planning & Development	389,660	831,558	768,454	465,877	2,455,549	5,292,560	2,837,011	53.60%
Sanitation	-	-	-	-	-	175,000	175,000	100.00%
Street Maintenance	42,069	352,498	54,157	-	448,724	300,000	(148,724)	**
Traffic	-	35,631	3,959	47,691	87,281	533,560	446,279	83.64%
Parks & Rec Administration	59,449	25,008	-	-	84,457	95,000	10,543	11.10%
Park Maintenance	950	196,095	3,105	-	200,150	197,000	(3,150)	**
Recreation	-	-	-	-	-	-	-	*
Athletics & Aquatics	-	-	-	-	-	-	-	*
Building Maintenance	-	10,186	6,791	25,255	42,232	145,500	103,268	70.97%
Contingency (emergency repairs)	-	-	-	-	-	750,000	750,000	100.00%
Total Expenditures	492,128	1,450,976	836,466	538,823	3,318,393	7,738,620	4,420,227	57.12%
Capital Improvements Fund Revenues O/(U)								
Expenditures	\$ 513,873	\$ (1,450,933)	\$ 1,211,000	\$ 503,462	\$ 777,402	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 7,887,982	\$ 8,401,855	\$ 6,950,922	\$ 8,161,922	\$ 7,887,982
Revenues Over/(Under) Expenditures	513,873	(1,450,933)	1,211,000	503,462	777,402
Ending Fund Balance	\$ 8,401,855	\$ 6,950,922	\$ 8,161,922	\$ 8,665,384	\$ 8,665,384

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
 DETAIL OF CAPITAL IMPROVEMENTS FUND EXPENDITURES
 TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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>General Government</u>								
Hurricane Window Protection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000	100.00%
<u>Planning & Development</u>								
Drainage Projects	389,660	831,558	768,454	465,877	2,455,549	5,192,560	2,737,011	52.71%
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	352,498	54,157	-	448,724	300,000	(148,724)	-49.57%
<u>Traffic</u>								
Traffic Signal Preemption Equipment	-	35,631	3,959	47,691	87,281	291,060	203,779	70.01%
Flashing Yellow Turn Signals	-	-	-	-	-	242,500	242,500	100.00%
<u>Parks & Rec Administration</u>								
Add Marquee Sign to new Soccer Complex	4,411	25,008	-	-	29,419	40,000	10,581	26.45%
Replace Existing Marquee - JBAC	55,038	-	-	-	55,038	55,000	(38)	-0.07%
<u>Park Maintenance</u>								
Dow Park Concession Stand	950	196,095	3,105	-	200,150	197,000	(3,150)	-1.60%
<u>Building Maintenance</u>								
Entry Way at Theatre Courts Bldg	-	10,186	6,791	25,255	42,232	125,500	83,268	66.35%
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	\$ 1,450,976	\$ 836,466	\$ 538,823	\$ 3,318,393	\$ 7,738,620	\$ 4,420,227	57.12%

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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>FIDUCIARY FUND</u>								
REVENUE SUMMARY:								
Senior Citizens Fund	\$ 13	\$ 35	\$ 3	\$ 4	\$ 55	\$ -	\$ (55)	*
Total Revenue	13	35	3	4	55	-	(55)	*
EXPENDITURE SUMMARY:								
Senior Citizens Fund	-	-	120	-	120	-	(120)	*
Total Expenditures	-	-	120	-	120	-	(120)	*
Fiduciary Funds Revenues O/(U) Expenditures	\$ 13	\$ 35	\$ (117)	\$ 4	\$ (65)	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 118,574	\$ 118,587	\$ 118,622	\$ 118,505	\$ 118,574
Revenues Over/(Under) Expenditures	13	35	(117)	4	(65)
Ending Fund Balance	\$ 118,587	\$ 118,622	\$ 118,505	\$ 118,509	\$ 118,509

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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 %
SPECIAL REVENUE DISTRICTS								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 136,678	\$ 391,022	\$ 465,946	\$ 736,605	\$ 1,730,251	\$ 5,601,509	\$ 3,871,258	69.11%
Fire Control Prevention and EMS District	135,312	390,657	462,845	725,897	1,714,711	1,568,172	(146,539)	**
Total Revenue	271,990	781,679	928,791	1,462,502	3,444,962	7,169,681	3,724,719	51.95%
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	247,551	233,917	583,842	332,607	1,397,917	5,601,509	4,203,592	75.04%
Fire Control Prevention and EMS District	327,324	341,060	409,322	329,350	1,407,056	1,568,172	161,116	10.27%
Total Expenditures	574,875	574,977	993,164	661,957	2,804,973	7,169,681	4,364,708	60.88%
Special Revenue Districts Revenues O/(U) Expenditures	\$ (302,885)	\$ 206,702	\$ (64,373)	\$ 800,545	\$ 639,989	\$ -		

FUND BALANCE

Beginning Fund Balance - CCPD	\$ 5,777,498	\$ 5,666,625	\$ 5,823,730	\$ 5,705,834	\$ 5,777,498
Revenues Over/(Under) Expenditures	(110,873)	157,105	(117,896)	403,998	332,334
Ending Fund Balance - CCPD	\$ 5,666,625	\$ 5,823,730	\$ 5,705,834	\$ 6,109,832	\$ 6,109,832
Beginning Fund Balance - FCPMSD	\$ 993,501	\$ 801,489	\$ 851,086	\$ 904,609	\$ 993,501
Revenues Over/(Under) Expenditures	(192,012)	49,597	53,523	396,547	307,655
Ending Fund Balance - FCPMSD	\$ 801,489	\$ 851,086	\$ 904,609	\$ 1,301,156	\$ 1,301,156

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2021 (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 %
DEER PARK COMMUNITY DEVELOPMENT CORPORATION								
REVENUE SUMMARY:								
Taxes	\$ 273,180	\$ 804,641	\$ 951,440	\$ 1,484,750	\$ 3,514,011	\$ 2,700,000	\$ (814,011)	**
Other	817	799	809	817	3,242	22,500	19,258	85.59%
Total Revenue	273,997	805,440	952,249	1,485,567	3,517,253	2,722,500	(794,753)	**
EXPENDITURE SUMMARY:								
Operating Expenditures	-	2,000	-	-	2,000	125,000	123,000	98.40%
Capital Expenditures	-	-	-	-	-	20,000	20,000	100.00%
Transfer for Pay-As-You-Go Expenditures	-	-	-	-	-	475,000	475,000	100.00%
Transfer to Debt Service Fund	-	1,176,188	-	41,591	1,217,779	1,309,430	91,651	7.00%
Total Expenditures	-	1,178,188	-	41,591	1,219,779	1,929,430	709,651	36.78%
Deer Park Community Development Corporation Fund Revenues O/(U) Expenditures	\$ 273,997	\$ (372,748)	\$ 952,249	\$ 1,443,976	\$ 2,297,474	\$ 793,070		

FUND BALANCE

Beginning Fund Balance	\$ 8,507,341	\$ 8,781,338	\$ 8,408,590	\$ 9,360,839	\$ 8,507,341
Revenues Over/(Under) Expenditures	273,997	(372,748)	952,249	1,443,976	2,297,474
Ending Fund Balance	\$ 8,781,338	\$ 8,408,590	\$ 9,360,839	\$ 10,804,815	\$ 10,804,815

* 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	
	Ad Valorem *	Industrial	Ad Valorem *	Industrial	Ad Valorem *	Industrial
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	8,975,486	1,078,983	9,158,845	1,077,457
Feb	1,393,806	46,786	1,755,551	4,854	1,824,406	2,896
Mar	187,973	-	263,619	5,035	313,126	3,190
Apr	114,527	-	160,976	-	187,204	2,705
May	246,336	-	199,085	-	191,728	-
Jun	139,653	-	129,381	-	125,081	-
Jul	37,417	-	61,771	-	74,579	-
Aug	51,740	-	60,752	-	79,295	-
Sep	34,281	-	39,851	-	34,851	18
Total	<u>\$ 21,110,177</u>	<u>\$ 11,954,014</u>	<u>\$ 22,152,448</u>	<u>\$ 12,660,382</u>	<u>\$ 22,223,329</u>	<u>\$ 12,651,738</u>
YTD	<u>\$ 21,110,177</u>	<u>\$ 11,954,014</u>	<u>\$ 22,152,448</u>	<u>\$ 12,660,382</u>	<u>\$ 22,223,329</u>	<u>\$ 12,651,738</u>
% of Budget	109.72%	100.37%	106.79%	104.59%	102.71%	102.57%
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%	106.79%	104.59%	102.71%	102.57%
Tax Rate:	<u>\$ 0.720000 / \$100 valuation</u>		<u>\$ 0.720000 / \$100 valuation</u>		<u>\$ 0.720000 / \$100 valuation</u>	
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	504,668	127,484	144,631	122,715	135,481	144,147	122,323
Feb	Dec	610,264	681,881	620,962	151,307	163,512	155,004	164,853	162,431	153,677
Mar	Jan	519,639	520,657	488,977	128,544	120,672	115,004	144,803	119,971	114,523
Apr	Feb	550,468	700,365	567,743	135,404	175,831	135,725	143,461	175,187	134,827
May	Mar	729,462	630,602	748,009	180,387	154,444	183,972	205,507	152,842	183,375
Jun	Apr	690,363	549,998	594,281	175,976	134,712	145,133	186,480	133,764	144,482
Jul	May	611,244	510,825	578,228	154,921	133,401	142,168	154,626	136,235	141,054
Aug	Jun	630,438	611,540	668,040	155,831	153,295	164,099	153,731	152,797	163,007
Sep	Jul	1,864,265	1,635,613	1,729,785	470,780	409,418	429,219	467,240	407,442	421,289
Total		\$ 7,243,047	\$ 7,086,318	\$ 7,047,052	\$ 1,809,948	\$ 1,752,935	\$ 1,728,682	\$ 1,894,061	\$ 1,747,241	\$ 1,713,749
YTD		\$ 7,243,047	\$ 7,086,318	\$ 7,047,052	\$ 1,809,948	\$ 1,752,935	\$ 1,728,682	\$ 1,894,061	\$ 1,747,241	\$ 1,713,749
% of Budget		111.43%	109.02%	121.50%	126.11%	116.86%	128.05%	131.97%	116.48%	126.94%
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%	109.02%	121.50%	126.11%	116.86%	128.05%	131.97%	116.48%	126.94%

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	250,949
Feb	Dec	305,118	340,925	310,157
Mar	Jan	259,805	260,313	243,535
Apr	Feb	273,805	349,282	282,565
May	Mar	364,717	315,286	372,751
Jun	Apr	345,166	274,984	296,124
Jul	May	303,702	254,346	288,148
Aug	Jun	315,204	305,755	333,349
Sep	Jul	931,240	816,540	863,253
Total		\$ 3,616,248	\$ 3,539,030	\$ 3,514,011
YTD		\$ 3,616,248	\$ 3,539,030	\$ 3,514,011
% of Budget		129.15%	117.97%	130.15%
Budget		\$ 2,800,000	\$ 3,000,000	\$ 2,700,000
% of Budget		129.15%	117.97%	130.15%

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	5,145
Feb	277,180	271,755	252,596
Mar	99,685	3,827	101,154
Apr	141,042	101,377	188,207
May	407,207	280,386	197,617
Jun	19,124	115,088	113,449
Jul	138,940	189,462	182,405
Aug	357,460	147,238	149,628
Sep	<u>53,731</u>	<u>208,837</u>	<u>213,797</u>
Total	<u>\$ 1,937,556</u>	<u>\$ 1,857,781</u>	<u>\$ 1,799,344</u>
YTD	<u>\$ 1,937,556</u>	<u>\$ 1,857,781</u>	<u>\$ 1,799,344</u>
% of Budget	101.98%	103.21%	112.46%
Budget	<u>\$ 1,900,000</u>	<u>\$ 1,800,000</u>	<u>\$ 1,600,000</u>
% of Budget	101.98%	103.21%	112.46%

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**

Series	Original	Debt	Fiscal Year Debt Service Payments			
	Issuance	Outstanding	Principal	Interest - Mar	Interest - Sep	Total
General Fund		-				
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
		47,663,435	4,767,755.00	641,790.97	646,050.43	6,055,596.40
Water/Sewer Fund						
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	3,048,500 #	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
		33,911,565	1,682,245.00	477,947.65	480,280.82	2,640,473.47
		\$ 81,575,000	\$ 6,450,000.00	\$ 1,119,738.62	\$ 1,126,331.25	\$ 8,696,069.87

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	86,319	76,286
Feb	78,649	74,414	72,871	67,271	75,266	69,737
Mar	72,329	68,967	75,551	71,060	74,067	68,530
Apr	71,112	67,810	69,074	64,413	81,143	76,330
May	81,055	73,146	82,254	73,850	80,872	74,319
Jun	85,979	72,928	95,638	82,718	78,275	70,762
Jul	100,310	86,811	89,416	78,084	82,096	74,764
Aug	88,994	76,343	91,784	78,176	88,394	76,375
Sep	97,288	81,129	92,819	79,457	82,602	72,960
Total	<u>1,020,522</u>	<u>910,625</u>	<u>1,015,743</u>	<u>901,573</u>	<u>999,199</u>	<u>892,412</u>
YTD	<u>1,020,522</u>	<u>910,625</u>	<u>1,015,743</u>	<u>901,573</u>	<u>999,199</u>	<u>892,412</u>

* Includes water and irrigation meters



Legislation Details (With Text)

File #: AUT 21-079 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 12/17/2021 **In control:** City Council
On agenda: 1/4/2022 **Final action:**
Title: Consideration of and action to approve a pricing surcharge for trucks purchased in the FY21-22 Budget for the Sanitation Division.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [Houston Freightliner Surcharge](#)

Date	Ver.	Action By	Action	Result
1/4/2022	1	City Council		

Consideration of and action to approve a pricing surcharge for trucks purchased in the FY21-22 Budget for the Sanitation Division.

Summary:

At the December 7, 2021 City Council meeting, City Council authorized the purchase of three (3) trucks for the Sanitation Division through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program.

- 2023 108SD, Conventional Cab, SFFA, TRA (Flat Bed Truck)
- 2023 M-2 106, Conventional Cab, SBGA, SRA (Flat Bed Truck)
- 2023 114SD, Conventional Cab, SFFA, TRA (Tractor Truck)

Due to the ongoing economic challenges, these trucks are not expected to arrive until December 2022 or January 2023. With this delay in delivery, Houston Freightliner has implemented a pricing surcharge in the amount of \$2,900 per truck (see attached). These trucks are currently budgeted in the Capital Equipment Replacement Fund and will need to be re-budgeted in FY22-23 since the trucks will not arrive during the current fiscal year.

Fiscal/Budgetary Impact:

A budgeted amount of \$546,468 is included in the FY21-22 Capital Equipment Replacement Fund, Account No. 091-402-49060, Automobiles & Light Trucks. Even with the additional surcharge of \$2,900 per truck (total \$8,700), the amount budgeted is sufficient to cover the additional cost.

Approve the pricing surcharge for trucks purchased in the FY21-22 Budget for the Sanitation Division.

Houston Freightliner - Sterling - Western Star

A SelecTransportation Resources, LLC Company
9550 North Loop East, Houston, Texas 77029
P.O. Box 21255, Houston, Texas 77226
Phone: 713-672-4115 Fax: 713-672-9449



SelecTransportation
Resources, LLC
Corporate Headquarters
9550 North Loop East
Houston, TX 77029
Phone: 713-672-4115
Fax: 713-580-8158

Beaumont Freightliner -
Sterling - Western Star
7390 IH 10 South
Beaumont, TX 77705
Phone: 409-951-8300
Fax: 409-951-8399

Corpus Christi Freightliner -
Western Star
8001 IH 37
Corpus Christi, TX 78409
Phone: 361-694-8400
Fax: 361-694-8499

Thomas Bus Gulf Coast
8806 Mississippi
Houston, TX 77029
Phone: 713-580-8600
Fax: 713-580-8699

SelecTrucks of Houston
10011 North Loop East
Houston, TX 77029
Phone: 713-674-0000
Fax: 713-674-7888

December 17, 2021

Dear City of Deer Park,

As you know, the entire world has been subject to an unprecedented global public health crisis over the past 20+ months. While our industry has shown incredible resilience and we've been instrumental in keeping the world moving, unrelenting and prolonged turbulent economic conditions have resulted. The challenges faced include skyrocketing material and component costs, increased labor wages, rising fuel prices, higher logistics rates and the highest rate of inflation in over three decades.

We at Houston Freightliner Western Star and Daimler Truck North America (DTNA) have worked tirelessly to mitigate the effect of those increased commodity and supply chain costs to you, our valued customer and business partner, to date. However, these continued challenging economic conditions have made it necessary to implement a pricing surcharge on all MY23 Freightliner & Western Star trucks. A surcharge of \$2,900 will be added to each of the MY23 M2-106, 108SD, and 114SD you have on order. Increases are in addition to the MY23 Product Cost Surcharge announced earlier this year. We'll be contacting you soon to discuss the specific adjustments for your trucks order(s) in more detail, but wanted to share this update with you as soon as we were made aware.

In closing, we want to convey our appreciation for your business. We value deep-seated partnerships that extend past recessionary cycles, and which are built on the desire to see our mutual businesses succeed. To that end, we look forward to continuing to be your dealer partner of choice, and to helping your company flourish now and well into the future.

Best regards,

Adam Neuse - Account Manager



Legislation Details (With Text)

File #: PUR 21-045 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 12/16/2021 **In control:** City Council
On agenda: 1/4/2022 **Final action:**
Title: Consideration of and action on purchasing the services of Generocity Services, Inc. for the renovations to the Crew Building at the City Maintenance Facility.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [Interior quote](#)
[Exterior Quote](#)

Date	Ver.	Action By	Action	Result
1/4/2022	1	City Council		

Consideration of and action on purchasing the services of Generocity Services, Inc. for the renovations to the Crew Building at the City Maintenance Facility.

Summary: During the 2019-2020 fiscal year, funds were budgeted to renovate both the interior and exterior of the Crew Building, located at the City Maintenance Facility. The building is used by our Street Maintenance Division. We had been in the process of receiving quotes last spring, then COVID hit and the project was tabled. These funds, a total of \$73,000, were rebudgeted for this current fiscal year.

Generosity Services, Inc., a contractor with Choice Partners Cooperative Purchasing Program, is currently completing the renovations at the Transfer Station. We are pleased with their performance and would like to move forward with purchasing their services to renovate the crew building.

The work will include painting the exterior of the building, replacing existing fascia and soffits where necessary and replacement of some doors and windows. The cost for the exterior work is \$44,810.56. The interior work includes painting 2,600 s.f. as well as removing and replacing baseboards. Replacement of cabinets and countertops in the breakroom. The quoted price for the interior work is \$29,211.28. The total renovation cost would be \$74,021.84, which is just a little over budget but there are funds available in the Street Maintenance account to cover the additional cost.

Fiscal/Budgetary Impact: \$73,000 was budgeted in the Street's building maintenance account 010-403-4404.

Staff recommends moving forward with this purchase.



1212 Winding Way Drive • Friendswood, TX 77546 • Phone: (281) 482-8881

Deer Park - Shain Olson
Building H Interior Paint

Job Address:
4221 Luella Rd.
Deer Park, TX 4221

Print-date:

12-16-2021

Dear Mr. Olson,
Generocity Services Inc. is pleased to present our preliminary proposal for the above referenced project. This project is priced in accordance with our CHOICE PARTNERS Contract #16/054JN-05 and excludes proprietary vender and Owner's separate contractor pricing.

PRELIMINARY DESIGN SPECIFICATION WAIVER

All designs and specifications presented herewith are preliminary and are subject to change after review of changes due to customer requests. Any costs associated with preliminary design and scope changes will be added to the final cost of the project.

SCOPE OF WORK

Provide materials, labor, equipment, and supervision to complete the following:

1. Locker room/Bathroom
 - Paint 846 sqft CMU
2. Janitor room:
 - Paint 288 sqft CMU
3. Break room:
 - Prep & paint 1,116 sqft CMU
 - Remove & replace 7.5 feet of base cabinets with sink
 - Remove & replace 13 feet of upper cabinets 36 inches high
 - Remove & replace 7.5 feet of solid surface countertops
4. Ice room:
 - Paint 360 sqft CMU walls
 - Remove & replace 3 feet of base cabinets with sink
 - Remove & replace 6 feet of upper cabinets, 36 inches high

Attached Files:

Price Breakdown

Title	Description	Price
RS Means		\$40,017.64
Houston CCI .904		\$-5,242.31
Choice Partners .84		\$-5,564.05

Total Price: \$29,211.28

PRECEDENCE

We have established a project-specific order of precedence for the inquiry documents -- not only to help establish a baseline for our pricing, but also to maintain technical continuity, to confirm the intent and priorities for the project, and to provide the basis for solving discrepancies within the inquiry and construction documents. Our order of precedence is as follows:

- a. Generocity Services Proposal.
- b. Addenda issued by Client.
- c. Scope of Work issued by Client within the Invitation to Bid.
- d. Directives and work scope specifically and graphically issued within the Construction Drawings prepared by Client.
- e. Manufacturer's recommendations and installation instructions.
- f. Directives, regarding project work scope, specifically within the Project Specifications prepared by the Client.
- g. All Project Specifications prepared by Client that are specifically applicable to the project scope of work and project drawings.
- h. Owner's Engineering Facility Standards that are specifically referred to within this inquiry, and that have been issued as part of the inquiry.
- i. Balance of applicable project bid documents.

SERVICES & MATERIALS PROVIDED BY CLIENT/OWNER

1. Testing and abatement of asbestos and other potentially hazardous materials.
2. Pre-design testing, investigation of soils and other existing structures for engineering purposes.
3. Probing of existing grade in effort to detect subsurface obstructions, obstacles, or hazardous material.
4. Material strength and performance testing and other quality control testing.
5. Document preparation for permit; coordinating or making application for permit; procuring any building permits or any other permits or fees that may be applicable to this project unless otherwise noted.
6. Provisions of temporary toilet facilities for construction work force.
7. Provisions of temporary electrical power supply for construction purposes.
8. Provisions of temporary water supply for construction purposes.
9. Move, relocate, modify, repair, demolish, or otherwise alter existing facilities, material equipment, appliances, furnishings, installations, utilities, and/or structures that are not specifically noted within this scope of work. This includes hidden or latent conditions, undocumented structures, inconsistent soil condition, asbestos, and other hazardous materials in order for Generocity Services to perform the required scope of work.

TECHNICAL CLARIFICATIONS

1. Components and activities specifically exclude from this proposal:
 - a. Design and/or constructions of permanent site storm water detention or drainage structures.
 - b. Testing of existing concrete slabs for moisture, alkali, and other contamination. Generocity Services will not be responsible for poor performance of adhered floor coverings on moisture-laden or contaminated floor slabs.
 - c. Subsurface de-watering, or the pumping of facility leaks and spills.
2. Our proposal includes the cost of providing materials and equipment called out by model numbers within the inquiry documents. When final engineering, calculation, shop drawings, or other documentation do not support the item physical characteristics, size, shape, operational requirements, etc. required by the Client, then changes may require additional costs.
3. If any code interpretation, that may be issued by the Client, his agents, the Municipals Plan Checking Department, Code Enforcement, or Inspections Department, or Inspection Department results in additional more stringent project requirements than those shown graphically on the inquiry drawings, or that is specifically named or directed within the inquiry specifications (as they relate to the drawings), the additional cost shall be assessed and passed on to the Client.

EXCLUSIONS

1. Plans, architectural, engineering, geotechnical reports, materials testing laboratories.
2. On/off-site detention are not included.
3. SWPPP of containment of storm water, storm water pollution prevention planning, permitting, installations or observation.
4. Generocity Services, Inc. has not included cost for landscaping, traffic control, traffic barricades or signage, overtime or holiday work, trench drains, containments, equipment/foundations, house-keeping pads/foundations, vibrating equipment, unforeseen underground obstructions, sumps or pits.

COMMERCIAL TERMS & CONDITIONS

1. Validation Period: This proposal is valid for a period of 30 calendar days after the "DATE" indicated above.
2. Material Cost Escalation: Due to the volatile and unpredictable global material marketing pricing, Generocity Services, Inc. can not guarantee project-specific pricing for the validation period stated above. If material orders and require

shipments are made at current pricing, we will honor the material cost. If the cost of the materials increases before shipment, then the change in price will be passed on to the Client/Owner.

3. Generocity Services, Inc. will not perform work changes unless authorized in writing by the Client before the work begins. All cost assessments will include the cost of tangible items and the additional cost associated with schedule delays and extensions.

4. When materials and permanent equipment that are purchased for this project are stored either on or off site as a result of delays by Client (or Owner), or the contractors, or agents of the same, progress pay requests will include these materials and equipment items for Client approval and payment within the contract pay period.

5. Generocity Services, Inc. will not be held responsible for damages to any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cable, grounding, underground utilities and other obstacles.

6. Generocity Services, Inc. will not be held responsible for personal injury from accidents resulting from encounters with any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cables, grounding, and other obstacles.

7. Downtime or delays caused by Owner and/or Client during the field construction operations shall be assessed by Generocity Services, Inc. and reimbursements by Owner and/or Client.

8. Repair cost and touch-up costs made necessary by damage caused by Owner's and /or Client's personnel will be assessed by Generocity Services, Inc. and passed on to the Client.

9. Our pricing is based on a 40-hour workweek. We have not included the cost of holiday or overtime work hours.

We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,

Dan Worthington

Dan Worthington

(714)-709-3666

Project Manager

Generocity Services, Inc.

Signature: _____

Print Name: _____

Date: _____

TEXAS

Data Release : Year 2021 Quarter 1

Unit Cost Estimate

Quantity	LineNumber	Description	Unit	O&P	Ext. Mat.	Ext. Labor O&P	O&P	Ext. Total	Notes
0.4	013113200200	Field personnel, project manager, average	Week	\$	-	\$ 1,600.00	\$	1,600.00	
0.6	013113200260	Field personnel, superintendent, average	Week	\$	-	\$ 2,235.00	\$	2,235.00	
1	024119190725	Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	\$	625.00	\$ -	\$	625.00	
20	024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	C.Y.	\$	-	\$ 910.00	\$	910.00	
20	024119192085	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition cost	C.Y.	\$	-	\$ 420.00	\$	420.00	
10.5	120505101100	Selective demolition, casework, wood base cabinets	L.F.	\$	-	\$ 493.50	\$	493.50	
10.5	120505101200	Selective demolition, countertop	L.F.	\$	-	\$ 123.90	\$	123.90	
19	120505103130	Selective demolition, wall cabinets, wood, to 84" high	L.F.	\$	-	\$ 712.50	\$	712.50	
11	123550135450	Casework, school cabinets, wood, custom fabricated, 24" deep, 32" high	L.F.	\$	3,179.00	\$ 764.50	\$	3,943.50	
23	123550135800	Casework, school cabinets, wall units, 24" deep, 84" high	L.F.	\$	16,445.00	\$ 2,139.00	\$	18,584.00	
800	090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	\$	168.00	\$ 592.00	\$	760.00	
3132	099123721670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	S.F.	\$	814.32	\$ 5,668.92	\$	6,483.24	
10.5	123661162900	Solid surface countertop, acrylic polymer, premium patterned colors, with hard seam attached 4" backsplash, pricing for orders of 1-50 LF, 25" wide	L.F.	\$	1,606.50	\$ 976.50	\$	2,583.00	
2	123661164100	Solid surface countertop, acrylic polymer, sinks, for cutouts, pricing for orders of 1-50 units	Ea.	\$	-	\$ 266.00	\$	266.00	
2	220505106000	Fixture, plumbing, remove and reset fixtures, easy access	Ea.	\$	-	\$ 278.00	\$	278.00	

R S Means Estimate	\$ 40,017.64
Houston CCI .869	\$ (5,242.31)
Choice Partners .84	\$ (5,564.05)
Sub Total	\$ 29,211.28
Bond	
Grand Total	\$ 29,211.28



1212 Winding Way Drive • Friendswood, TX 77546 • Phone: (281) 482-8881

Deer Park - Shain Olson
Building H Exterior Paint

Job Address:
4221 Luella Rd.
Deer Park, TX 4221

Print-date: 12-16-2021

Dear Mr. Olson,
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PRELIMINARY DESIGN SPECIFICATION WAIVER

All designs and specifications presented herewith are preliminary and are subject to change after review of changes due to customer requests. Any costs associated with preliminary design and scope changes will be added to the final cost of the project.

SCOPE OF WORK

Provide materials, labor, equipment, and supervision to complete the following:

1. Exterior paint:
 - Pressure wash, prep, prime and two coats of paint, 3,688 sqft CMU block
2. Fascia:
 - Replace where necessary, caulk, prime and paint 77 ft of 1x 12
 - Replace where necessary, caulk, prime and paint 266 ft of 1x6
3. Soffits:
 - R&R sheetrock where necessary, paint (12) soffits, 18 sqft each
4. Mechanical Yard:
 - Power wash, prep and Paint 480 sqft of CMU block
5. Window:
 - (1) 4x4 Hollow metal frame
 - Infill 3'x4' CMU block above window
 - Infill 3'x4' CMU block below window
6. Door:
 - (1) R&R 3070 Hollow metal door
 - Infill 3'x 3' CMU block above door
 - Install electrified strike, card reader and power supply
7. Lights:
 - R&R (5) LED can lights
8. Roll Up Doors:
 - Pressure wash, prep, prime and paint (4) 9'x10' doors including 12" metal jams

9. Bollards:

- Prep and paint (8) bollards

Attached Files:

Price Breakdown

Title	Description	Price
RS Means		\$61,387.69
Houston CCI .904		\$-8,041.79
Choice Partners .84		\$-8,535.34

Total Price: \$44,810.56

PRECEDENCE

We have established a project-specific order of precedence for the inquiry documents -- not only to help establish a baseline for our pricing, but also to maintain technical continuity, to confirm the intent and priorities for the project, and to provide the basis for solving discrepancies within the inquiry and construction documents. Our order of precedence is as follows:

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- h. Owner's Engineering Facility Standards that are specifically referred to within this inquiry, and that have been issued as part of the inquiry.
- i. Balance of applicable project bid documents.

SERVICES & MATERIALS PROVIDED BY CLIENT/OWNER

1. Testing and abatement of asbestos and other potentially hazardous materials.
2. Pre-design testing, investigation of soils and other existing structures for engineering purposes.
3. Probing of existing grade in effort to detect subsurface obstructions, obstacles, or hazardous material.
4. Material strength and performance testing and other quality control testing.
5. Document preparation for permit; coordinating or making application for permit; procuring any building permits or any other permits or fees that may be applicable to this project unless otherwise noted.
6. Provisions of temporary toilet facilities for construction work force.
7. Provisions of temporary electrical power supply for construction purposes.
8. Provisions of temporary water supply for construction purposes.
9. Move, relocate, modify, repair, demolish, or otherwise alter existing facilities, material equipment, appliances, furnishings, installations, utilities, and/or structures that are not specifically noted within this scope of work. This includes hidden or latent conditions, undocumented structures, inconsistent soil condition, asbestos, and other hazardous materials in order for Generocity Services to perform the required scope of work.

TECHNICAL CLARIFICATIONS

1. Components and activities specifically exclude from this proposal:
 - a. Design and/or constructions of permanent site storm water detention or drainage structures.
 - b. Testing of existing concrete slabs for moisture, alkali, and other contamination. Generocity Services will not be responsible for poor performance of adhered floor coverings on moisture-laden or contaminated floor slabs.
 - c. Subsurface de-watering, of the pumping of facility leaks and spills.
2. Our proposal includes the cost of providing materials and equipment called out by model numbers within the inquiry documents. When final engineering, calculation, shop drawings, or other documentation do not support the item physical characteristics, size, shape, operational requirements, etc. required by the Client, then changes may require additional costs.
3. If any code interpretation, that may be issued by the Client, his agents, the Municipals Plan Checking Department, Code Enforcement, or Inspections Department, or Inspection Department results in additional more stringent project

requirements than those shown graphically on the inquiry drawings, or that is specifically named or directed within the inquiry specifications (as they relate to the drawings), the additional cost shall be assessed and passed on to the Client.

EXCLUSIONS

1. Plans, architectural, engineering, geotechnical reports, materials testing laboratories.
2. On/off-site detention are not included.
3. SWPPP of containment of storm water, storm water pollution prevention planning, permitting, installations or observation.
4. Generocity Services, Inc. has not included cost for landscaping, traffic control, traffic barricades or signage, overtime or holiday work, trench drains, containments, equipment/foundations, house-keeping pads/foundations, vibrating equipment, unforeseen underground obstructions, sumps or pits.

COMMERCIAL TERMS & CONDITIONS

1. Validation Period: This proposal is valid for a period of 30 calendar days after the "DATE" indicated above.
2. Material Cost Escalation: Due to the volatile and unpredictable global material marketing pricing, Generocity Services, Inc. can not guarantee project-specific pricing for the validation period stated above. If material orders and require shipments are made at current pricing, we will honor the material cost. If the cost of the materials increases before shipment, then the change in price will be passed on to the Client/Owner.
3. Generocity Services, Inc. will not perform work changes unless authorized in writing by the Client before the work begins. All cost assessments will include the cost of tangible items and the additional cost associated with schedule delays and extensions.
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5. Generocity Services, Inc. will not be held responsible for damages to any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cable, grounding, underground utilities and other obstacles.
6. Generocity Services, Inc. will not be held responsible for personal injury from accidents resulting from encounters with any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cables, grounding, and other obstacles.
7. Downtime or delays caused by Owner and/or Client during the field construction operations shall be assessed by Generocity Services, Inc. and reimbursements by Owner and/or Client.
8. Repair cost and touch-up costs made necessary by damage caused by Owner's and/or Client's personnel will be assessed by Generocity Services, Inc. and passed on to the Client.
9. Our pricing is based on a 40-hour workweek. We have not included the cost of holiday or overtime work hours.

We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,

Dan Worthington

Dan Worthington
(714)-709-3666
Project Manager
Generocity Services, Inc.

Signature:

Print Name:

Date:

TEXAS

Data Release : Year 2021 Quarter 1

Unit Cost Estimate

Quantity	LineNumber	Description	Unit	O&P	Ext. Mat.	Ext. Labor O&P	O&P	Ext. Total	Notes
1	013113200200	Field personnel, project manager, average	Week	\$ -	\$ 4,000.00	\$ 4,000.00			
2	013113200260	Field personnel, superintendent, average	Week	\$ -	\$ 7,450.00	\$ 7,450.00			
1	024119190725	Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	\$ 625.00	\$ -	\$ 625.00			
10	024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	C.Y.	\$ -	\$ 455.00	\$ 455.00			
10	024119192085	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition cost	C.Y.	\$ -	\$ 210.00	\$ 210.00			
5568	040120520310	Cleaning masonry, heavy restoration, average soil, biological staining, by chemical, high pressure wash, brush and rinse, excludes scaffolding	S.F.	\$ 835.20	\$ 17,427.84	\$ 18,263.04			
36	042210240250	Concrete block, exterior, tooled joints both sides, normal weight, 2000 psi, 10" x 8" x 16", includes mortar and horizontal joint reinforcing every other course, excludes scaffolding, grout and vertical reinforcing	S.F.	\$ 181.80	\$ 396.00	\$ 577.80			
266	060505103400	Selective demolition, wood framing, fascia boards, 1" x 6"	L.F.	\$ -	\$ 300.58	\$ 300.58			
77	060505103480	Selective demolition, wood framing, fascia boards, 1" x 10"	L.F.	\$ -	\$ 108.57	\$ 108.57			
216	060505108030	Selective demolition, wood framing, soffit, plywood, 3/8"	S.F.	\$ -	\$ 954.72	\$ 954.72			
266	062213407870	Exterior trim and moldings, soffit, pine, D & better, 1" x 6"	L.F.	\$ 462.84	\$ 883.12	\$ 1,345.96			
77	062213407900	Exterior trim and moldings, soffit, pine, D & better, 1" x 12"	L.F.	\$ 290.29	\$ 267.96	\$ 558.25			
216	062213601050	Soffits, exterior AC plywood, 3/8" thick	S.F.	\$ 352.08	\$ 751.68	\$ 1,103.76			
1	080505100200	Door demolition, exterior door, single, 3' x 7' high, 1-3/4" thick, remove	Ea.	\$ -	\$ 35.50	\$ 35.50			
40	080505200620	Window demolition, glass, over 10 S.F. per window	S.F.	\$ -	\$ 150.80	\$ 150.80			
1	081213131200	Frames, steel, knock down, hollow metal, single, 16 ga., up to 8-3/4" deep, 3'-0" x 7'-0"	Ea.	\$ 254.00	\$ 87.00	\$ 341.00			
32	081213150390	Borrowed lite, hollow metal section, 18 gauge, 7'-1/4"	L.F.	\$ 481.60	\$ 556.80	\$ 1,038.40			
1	081313131570	Doors, hollow metal, commercial, steel, flush, full panel, hollow core, 1-3/4" thick, 16 ga., 3'-0" x 7'-0"	Ea.	\$ 745.00	\$ 77.50	\$ 822.50			
1	087120152600	Door hardware, school, single, classroom, ANSI F88, complete set incl. lever	Door	\$ 1,050.00	\$ 232.00	\$ 1,282.00			
1	087120300500	Door hardware, door closer, rack and pinion, adjustable backcheck, 3 way mount, regular, interior doors to 4' wide or exterior doors to 3'-4' wide	Ea.	\$ 170.00	\$ 107.00	\$ 277.00			
1200	090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	\$ 252.00	\$ 888.00	\$ 1,140.00			

472	090190930760	Surface preparation, exterior, siding, wire brush, aluminum, medium	S.F.	\$ -	\$ 533.36	\$ 533.36	
216	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	S.F.	\$ 32.40	\$ 196.56	\$ 228.96	Used to paint 12 soffits @ 18sf ea
216	099113602100	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, paint 1 coat, brushwork	S.F.	\$ 34.56	\$ 196.56	\$ 231.12	Used to paint 12 soffits @ 18sf ea
216	099113602400	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, paint 2 coats, brushwork	S.F.	\$ 71.28	\$ 313.20	\$ 384.48	Used to paint 12 soffits @ 18sf ea
266	099113800150	Paints & coatings, trim, exterior, fascia, latex paint, 1 coat coverage, brushwork, 1" x 6" to 1" x 10"	L.F.	\$ 21.28	\$ 244.72	\$ 266.00	
77	099113800180	Paints & coatings, trim, exterior, fascia, latex paint, 1 coat coverage, brushwork, 1" x 12"	L.F.	\$ 6.16	\$ 70.84	\$ 77.00	
4672	099123721670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	S.F.	\$ 1,214.72	\$ 8,456.32	\$ 9,671.04	Used to sand roll up doors and frames
5	260505102140	Fluorescent fixtures, interior, 4 lamp, 2' x 4', electrical demolition, remove, recessed drop-in, to 10' high, including supports & whips	Ea.	\$ -	\$ 260.00	\$ 260.00	
30	260519350045	Wire connector, screw type, insulated, #12 to #6	Ea.	\$ 15.60	\$ 130.50	\$ 146.10	
5	265113556000	Interior LED fixtures, garage, surface mounted, 103 watts	Ea.	\$ 5,375.00	\$ 1,205.00	\$ 6,580.00	
5	266113300360	Fixture whips, 3/8" greenfield, 2 connectors, THHN wire, three #12, 6' long	Ea.	\$ 51.25	\$ 122.50	\$ 173.75	
1	281511110700	Access control equipment, entrance card reader, barium ferrite	Ea.	\$ 292.00	\$ 490.00	\$ 782.00	
1	281511111120	Access control equipment, accessories, electromagnetic lock	Ea.	\$ 180.00	\$ 390.00	\$ 570.00	
1	281511190360	Scanner/reader access control, power supply/transfer, 110V to 12/24V	Ea.	\$ 248.00	\$ 196.00	\$ 444.00	

R S Means Estimate	\$ 61,387.69
Houston CCI .869	\$ (8,041.79)
Choice Partners .84	\$ (8,535.34)
Sub Total	\$ 44,810.56
Bond	
Grand Total	\$ 44,810.56



Legislation Details (With Text)

File #: AGR 22-002 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 12/20/2021 **In control:** City Council
On agenda: 1/4/2022 **Final action:**

Title: Consideration of and action on a professional service agreement with Martinez Architects for architectural services in connection with the design of the Drill Field Training Room.

Sponsors:

Indexes:

Code sections:

Attachments: [Architectural Design Services Agreement - Training Center](#)
[Martinez Architects COI - City of Deer Park Dec 2021 PDF](#)

Date	Ver.	Action By	Action	Result
1/4/2022	1	City Council		

Consideration of and action on a professional service agreement with Martinez Architects for architectural services in connection with the design of the Drill Field Training Room.

Summary:

On November 16, 2021, City Council approved staff to begin negotiation with Martinez Architects for the design of Fire Station #2 and the Drill Field Training Room.

Martinez Architects has experience in Fire Department design. Their knowledge, expertise and experience were contracted by:

- Missouri City Fire Department Headquarters and Fire Station- Cost Planning & Feasibility
- City of Odessa Fire Department Headquarters and Fire Station
- Hays County ESD 6 - Fire Department Headquarters, Fire Station and Training
- The Woodlands Township - Fire Stations #3, #4, #5 and Training Center
- Reeves County ESD - Fire Department Headquarters, Fire Station, Training and Logistics
- Montgomery County ESD 4 - Needham Fire Department Headquarters and Fire Station
- City of Midland - Fire Station #5 and #11
- Cy-Fair Fire Department Headquarters and Special Operations Station

City staff has negotiated the proposed professional services agreement with Martinez Architects.

Fiscal/Budgetary Impact: \$170,000.00

Funding will come from GO Bonds 2021

City Staff recommends City Council approving the proposed professional services agreement with Martinez Associates for the architectural services in connection with the design of the Drill Field Training Room

AGREEMENT FOR ARCHITECTURAL & DESIGN SERVICES

For

Deer Park Training Center

This Agreement is made and entered into in Deer Park, Harris County, Texas on the ____ day of _____2022; by and between

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

And

Martinez Architects_____, **LLP** ARCHITECT(s) duly licensed, and practicing under the laws of the State of Texas.

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

DEER PARK retains **Martinez Architects, LLP** to perform ARCHITECTURAL services related to the programming, design and construction of a New Training Center in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. COMPENSATION

- 2.1 ARCHITECT bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort ("Schedule of Rates") attached as Schedule B of this Agreement. As requested, ARCHITECT has provided an estimate of the fees for

the Work amounting to \$ 170,000 ARCHITECT will not exceed that estimate without prior approval from DEER PARK. ARCHITECT will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.

- 2.2 ARCHITECT will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ARCHITECT'S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ARCHITECT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK'S RESPONSIBILITIES

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

ARTICLE 4. PERFORMANCE OF SERVICE

- 4.1 ARCHITECT's services will be performed within the schedule and time period set forth in Schedule A.
- 4.2 ARCHITECT shall perform the Work, and any additional services as may be required, for the development of the Project to completion.
- 4.3 If required, additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.
- 4.4 If any time period within or date by which any of ARCHITECT's services are to be performed is exceeded for reasons outside of ARCHITECT's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5. CONFIDENTIALITY

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

ARTICLE 6. STANDARD OF CARE & WARRANTY

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

ARTICLE 7. INSURANCE

- 7.1 ARCHITECT will procure and maintain insurance as required by law. At a minimum, ARCHITECT will have the following coverage:
- (1) Workers compensation and occupational disease insurance in statutory amounts.
 - (2) Employer's liability insurance in the amount of \$1,000,000.
 - (3) Automobile liability in the amount of \$1,000,000.
 - (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
 - (5) Professional errors and omissions insurance in the amount of \$1,000,000.

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

ARTICLE 8. INDEMNITY

8.1 THE ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, BUT ONLY TO THE EXTENT THAT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL.

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

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 10. INDEPENDENT CONTRACTOR

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

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 12. SAFETY

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

ARTICLE 13. LITIGATION

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

ARTICLE 14. NOTICE

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

ARTICLE 15. TERMINATION

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

ARTICLE 16. SEVERABILITY

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

ARTICLE 17. WAIVER

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

ARTICLE 18. GOVERNING LAW

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

ARTICLE 19. CAPTIONS

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

ARTICLE 20. ENTIRE AGREEMENT

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

This Agreement is effective on the last day signed.

Martinez Architects, LP

By

Martinez Architects

Name

Ricardo Martinez

Title

- Principal

Date

The City of Deer Park

By_____

Name_____

Title_____

Date_____

SCHEDULE A SCOPE OF WORK

The proposed project consists of providing construction drawings and specifications for a proposed Training Center Facility. The drawings and specifications will include construction details for the following major components:

All site development and building plans and specifications to construct a training center at the Deer Park Fire Field are to be included in the scope of work. Revisions or additional work requested beyond the scope of this agreement shall be conducted under separate contract or as amended for additional services.

Excluded Services:

- Hazardous Material Testing or Abatement
- Platting
- Construction Material Testing
- LEED and or WELL Certification Services
- Solar Energy Systems
- Wind Generation Systems
- Parking Structures or Pavement beyond the immediate building area
- Threat Assessment Services
- Fuel Storage or Containment Systems

ARCHITECTURAL Services & Schedule:

Martinez Architects, LP presents this proposal to complete design ARCHITECTURAL and construction services. Martinez Architects, LP will complete the following tasks:

Programming:

- Architect to prepare preliminary Schematic Designs for Owner's review and approval. Initial programming meeting and discussions shall include the following:
 - Site evaluation including preliminary layout of building program and onsite drainage
 - Conceptually evaluate and program and spatial relationships to create conceptual floor plan layouts, assessment of space requirements to accommodate Owner operations
 - Provide massing schemes
 - Preliminary cost benefit analysis
- Programming meeting shall be coordinated with Owner; (3) meetings to be included in Basic Services

Schematic Design

- Upon agreement of Programming and Estimated Budget, Architect shall proceed with Schematic Designs. Plans shall include the following deliverables:
 - Site Plan
 - building layout
 - identify drainage requirements
 - Floor Plan
 - Three-Dimensional Model
 - Preliminary cost estimate
 - Preliminary Schedule
 - Coordination meeting shall be held with Owner; (2) meeting to be included within Basic Services

Design Development

- Upon agreement of Schematic Design and Preliminary Cost Estimate, Architect shall proceed with Design Development. Plans are to be coordinated with engineering professionals licensed in the State of Texas to provide the following services for each project site:
 - Architectural Plans
 - Illustrated plans and written outline specifications to communicate and coordinate with consultants
 - Surveying
 - Complete surveying for parcel development
 - Geotechnical Study
 - Coordinated with engineering professional licensed in the State of Texas to provide geotechnical study and recommendations
 - Civil Plans

- Site plan including site grading design
- Structural Plans
 - Structural plans including foundation design, modification of structural superstructure
- MEP Plans
 - Mechanical, Electrical, Plumbing, designs
- Coordination meeting shall be held with Owner; (1) meeting to be included within Basic Services
- Cost Estimate

Construction Documents

- Upon agreement of Design Documents and Cost Estimate, Architect shall proceed with Construction Documents. Illustrated drawings and written specifications shall be developed and coordinated with engineering professionals to provide the following for each project site:
 - Architectural Plans
 - Illustrated plans and written specifications detailing construction procedures, construction standards, and material requirements for the bidding and construction of the project
 - Civil Plans
 - Site plans and details including design of site grading, site paving, verification of finish floor elevation
 - Landscaping and Irrigation
 - Landscape and Irrigation plans and details based on City of Deer Park and best practices
 - Structural Plans
 - Structural plans and details for foundation design and structural steel superstructure
 - MEP Plans
 - Mechanical, Electrical, Plumbing plans and specifications detailing the MEP Systems
 - Cost Estimates shall be provided at 50%, and 95% intervals of completion of Construction Documents
 - Coordination meeting shall be held with Owner; (3) meeting to be included within Basic Services

Bidding and Contract Negotiations

- Architect shall assist in bidding construction documents
- Assist Owner in evaluating proposals and qualifications of proposers
 - Coordination meeting shall be held with Owner; (1) meeting to be included within Basic Services

Construction Phase Administration

- Architect shall assist in administration of the contract for construction per City

- of Deer Park Standard Agreement Between Owner and General Contractor
- Site observations shall be coordinated with the Owner and General Contractor and performed weekly
 - (1) visit per week during Construction Phase Administration included within Basic Services
 - Observation reports shall be generated and provided to the City of Deer Park at regular intervals
 - Observations shall not release the General Contractor from conforming to the construction means methods techniques, sequence, procedures, and onsite safety requirements

Design Completion:

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

Formatting Services:

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

**SCHEDULE B
COMPENSATION AND RATES**

Position	Rate
Principal	\$ 250/hr.
Project Manager	\$ 200/hr.
Senior ARCHITECT	\$185/hr.
Project ARCHITECT	\$ 175/hr.
ARCHITECT in Training	\$ 150/hr.
CAD Technician	\$100/hr.
Administration	\$85/hr.

ATTACHMENT C
STATEMENT OF INSURNACE

Reference attached




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2021

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  State Farm BUTCH STANDERFER, STATE FARM 1329 KINGWOOD DR KINGWOOD, TX 77339		CONTACT NAME: BUTCH STANDERFER PHONE (A/C No. Ext): 281-361-8188 E-MAIL ADDRESS: butch@butchstanderfer.com FAX (A/C, No): 281-361-0402	
		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Lloyds INSURER B: State Farm Fire and Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED MARTINEZ ARCHITECTS LP 900 ROCKWOOD DR STE 250 KINGWOOD, TX 77339-2286		NAIC # 43419 25143	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:			90-C5-G207-0	02/09/2021	02/09/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			90-C5-G214-4	02/09/2021	02/09/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	90-E9-S500-7	02/09/2021	02/09/2022	PER STATUTE 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

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

CERTIFICATE HOLDER

CANCELLATION

THE CITY OF DEER PARK 710 E 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 Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.
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ACORD 25 (2016/03)

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1001486 132849.13 04-22-2020



Legislation Details (With Text)

File #: AGR 22-003 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 12/20/2021 **In control:** City Council
On agenda: 1/4/2022 **Final action:**

Title: Consideration of and action on a professional service agreement with Martinez Architects for architectural services in connection with the design of a new Fire Station #2.

Sponsors:

Indexes:

Code sections:

Attachments: [Architectural Design Services Agreement - Fire Station 2](#)
[Martinez Architects COI - City of Deer Park Dec 2021 PDF](#)

Date	Ver.	Action By	Action	Result
1/4/2022	1	City Council		

Consideration of and action on a professional service agreement with Martinez Architects for architectural services in connection with the design of a new Fire Station #2.

Summary:

On November 16, 2021, City Council approved staff to begin negotiation with Martinez Architects for the design of Fire Station #2 and the Drill Field Training Room.

Martinez Architects has experience in Fire Department design. Their knowledge, expertise and experience were contracted by:

- Missouri City Fire Department Headquarters and Fire Station- Cost Planning & Feasibility
- City of Odessa Fire Department Headquarters and Fire Station
- Hays County ESD 6 - Fire Department Headquarters, Fire Station and Training
- The Woodlands Township - Fire Stations #3, #4, #5 and Training Center
- Reeves County ESD - Fire Department Headquarters, Fire Station, Training and Logistics
- Montgomery County ESD 4 - Needham Fire Department Headquarters and Fire Station
- City of Midland - Fire Station #5 and #11
- Cy-Fair Fire Department Headquarters and Special Operations Station

City staff has negotiated the proposed professional services agreement with Martinez Architects.

Fiscal/Budgetary Impact: \$425,000.00

Funding will come from GO Bonds 2021

City Staff recommends City Council approving the proposed professional services agreement with Martinez Associates for the architectural services in connection with the design of a new Fire Station #2

AGREEMENT FOR ARCHITECTURAL & DESIGN SERVICES

For

Deer Park Fire Station 2

This Agreement is made and entered into in Deer Park, Harris County, Texas on the ____ day of _____2022; by and between

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

And

Martinez Architects, **LLP** ARCHITECT(s) duly licensed, and practicing under the laws of the State of Texas.

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

DEER PARK retains **Martinez Architects, LLP** to perform ARCHITECTURAL services related to the programming, design and construction of a New Fire Station in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. COMPENSATION

- 2.1 ARCHITECT bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort ("Schedule of Rates") attached as Schedule B of this Agreement. As requested, ARCHITECT has provided an estimate of the fees for

the Work amounting to \$ 425,000 ARCHITECT will not exceed that estimate without prior approval from DEER PARK. ARCHITECT will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.

- 2.2 ARCHITECT will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ARCHITECT'S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ARCHITECT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK'S RESPONSIBILITIES

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

ARTICLE 4. PERFORMANCE OF SERVICE

- 4.1 ARCHITECT's services will be performed within the schedule and time period set forth in Schedule A.
- 4.2 ARCHITECT shall perform the Work, and any additional services as may be required, for the development of the Project to completion.
- 4.3 If required, additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.
- 4.4 If any time period within or date by which any of ARCHITECT's services are to be performed is exceeded for reasons outside of ARCHITECT's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5. CONFIDENTIALITY

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

ARTICLE 6. STANDARD OF CARE & WARRANTY

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

ARTICLE 7. INSURANCE

- 7.1 ARCHITECT will procure and maintain insurance as required by law. At a minimum, ARCHITECT will have the following coverage:
- (1) Workers compensation and occupational disease insurance in statutory amounts.
 - (2) Employer's liability insurance in the amount of \$1,000,000.
 - (3) Automobile liability in the amount of \$1,000,000.
 - (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
 - (5) Professional errors and omissions insurance in the amount of \$1,000,000.

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

ARTICLE 8. INDEMNITY

8.1 THE ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, BUT ONLY TO THE EXTENT THAT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL.

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

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 10. INDEPENDENT CONTRACTOR

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

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 12. SAFETY

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

ARTICLE 13. LITIGATION

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

ARTICLE 14. NOTICE

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

ARTICLE 15. TERMINATION

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

ARTICLE 16. SEVERABILITY

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

ARTICLE 17. WAIVER

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

ARTICLE 18. GOVERNING LAW

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

ARTICLE 19. CAPTIONS

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

ARTICLE 20. ENTIRE AGREEMENT

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

This Agreement is effective on the last day signed.

Martinez Architects, LP

By

Martinez Architects

Name

Ricardo Martinez

Title

Principal

Date

The City of Deer Park

By_____

Name_____

Title_____

Date_____

SCHEDULE A SCOPE OF WORK

The proposed project consists of providing construction drawings and specifications for a proposed Fire Station No. 2 Facility. The drawings and specifications will include construction details for the following major components:

All site development and building plans and specifications to construct a new fire station near the intersection of E. Pasadena Blvd. and Luella Ave. are to be included in the scope of work. Revisions or additional work requested beyond the scope of this agreement shall be conducted under separate contract or as amended for additional services.

Excluded Services:

- Hazardous Material Testing or Abatement
- Platting
- Construction Material Testing
- LEED and or WELL Certification Services
- Solar Energy Systems
- Wind Generation Systems
- Parking Structures or Pavement beyond the immediate building area
- Threat Assessment Services
- Fuel Storage or Containment Systems

ARCHITECTURAL Services & Schedule:

Martinez Architects, LP presents this proposal to complete design ARCHITECTURAL and construction services. Martinez Architects, LP will complete the following tasks:

Programming:

- Architect to prepare preliminary Schematic Designs for Owner's review and approval. Initial programming meeting and discussions shall include the following:
 - Site evaluation including preliminary layout of building program and onsite drainage
 - Conceptually evaluate and program and spatial relationships to create conceptual floor plan layouts, assessment of space requirements to accommodate Owner operations
 - Provide massing schemes
 - Preliminary cost benefit analysis
- Programming meeting shall be coordinated with Owner; (3) meetings to be included in Basic Services

Schematic Design

- Upon agreement of Programming and Estimated Budget, Architect shall proceed with Schematic Designs. Plans shall include the following deliverables:
 - Site Plan
 - building layout
 - identify drainage requirements
 - Floor Plan
 - Three-Dimensional Model
 - Preliminary cost estimate
 - Preliminary Schedule
 - Coordination meeting shall be held with Owner; (2) meeting to be included within Basic Services

Design Development

- Upon agreement of Schematic Design and Preliminary Cost Estimate, Architect shall proceed with Design Development. Plans are to be coordinated with engineering professionals licensed in the State of Texas to provide the following services for each project site:
 - Architectural Plans
 - Illustrated plans and written outline specifications to communicate and coordinate with consultants
 - Surveying
 - Complete surveying for parcel development
 - Geotechnical Study
 - Coordinated with engineering professional licensed in the State of Texas to provide geotechnical study and recommendations
 - Civil Plans

- Site plan including site grading design
- Structural Plans
 - Structural plans including foundation design, modification of structural superstructure
- MEP Plans
 - Mechanical, Electrical, Plumbing, designs
- Coordination meeting shall be held with Owner; (1) meeting to be included within Basic Services
- Cost Estimate

Construction Documents

- Upon agreement of Design Documents and Cost Estimate, Architect shall proceed with Construction Documents. Illustrated drawings and written specifications shall be developed and coordinated with engineering professionals to provide the following for each project site:
 - Architectural Plans
 - Illustrated plans and written specifications detailing construction procedures, construction standards, and material requirements for the bidding and construction of the project
 - Civil Plans
 - Site plans and details including design of site grading, site paving, verification of finish floor elevation
 - Landscaping and Irrigation
 - Landscape and Irrigation plans and details based on City of Deer Park and best practices
 - Structural Plans
 - Structural plans and details for foundation design and structural steel superstructure
 - MEP Plans
 - Mechanical, Electrical, Plumbing plans and specifications detailing the MEP Systems
 - Cost Estimates shall be provided at 50%, and 95% intervals of completion of Construction Documents
 - Coordination meeting shall be held with Owner; (3) meeting to be included within Basic Services

Bidding and Contract Negotiations

- Architect shall assist in bidding construction documents
- Assist Owner in evaluating proposals and qualifications of proposers
 - Coordination meeting shall be held with Owner; (1) meeting to be included within Basic Services

Construction Phase Administration

- Architect shall assist in administration of the contract for construction per the

City of Deer Park Standard Agreement Between Owner and General Contractor

- Site observations shall be coordinated with the Owner and General Contractor and performed weekly
 - (1) visit per week during Construction Phase Administration included within Basic Services
- Observation reports shall be generated and provided to the City of Deer Park at regular intervals
 - Observations shall not release the General Contractor from conforming to the construction means methods techniques, sequence, procedures, and onsite safety requirements

Design Completion:

Based on requirements provided by the City, ARCHITECT will complete necessary ARCHITECTURAL analyses and calculations to design the Fire Station No. 2 facility. ARCHITECT will hold a design review meeting with (Construction Manager if applicable) and the City to refine all associated documents (i.e., drawings, specifications and all other necessary documents) to ensure that construction is completed in a proper and efficient manner after each submittal.

Formatting Services:

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

**SCHEDULE B
COMPENSATION AND RATES**

Position	Rate
Principal	\$ 250/hr.
Project Manager	\$ 200/hr.
Senior ARCHITECT	\$185/hr.
Project ARCHITECT	\$ 175/hr.
ARCHITECT in Training	\$ 150/hr.
CAD Technician	\$100/hr.
Administration	\$85/hr.

ATTACHMENT C
STATEMENT OF INSURNACE

Reference attached