



Sherry Garrison, Council Position 1
Thane Harrison, 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, TRMC, City Secretary
Jim Fox, City Attorney

Ordinance #3949

Resolution #2018-01

CALL TO ORDER

The 1701st meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS

1. Joint Public Hearing on the request of the City of Deer Park to amend the Code of Ordinance Appendix A- Zoning, Section 14.02 to allow Heliports or Helistops as an accessory use for medical facilities in the General Commercial Zoning District.

[JPH 18-001](#)

Recommended Action: Hear the Citizens comments for or against the request
Department: City Secretary's Office
Attachments: [PZ JPH 010218 City of Deer Park Helistops or Heliports Recommendation Letter -Heliports or Helistops Heliports and Helistops-10-2017](#)

AWARDING/REJECTING BIDS

2. Awarding bid for the Phase I of the Deer Park Nature Preserve.

[BID 17-055](#)

Recommended Action: Award bid to Millis Development in the amount of \$554,809.00 for the Phase I of the Deer Park Nature Preserve.
Department: Parks & Recreation
Attachments: [Bid Tabulation Memorandum- Deer Park Nature Preserve](#)

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.

3. Approval of minutes of workshop meeting on December 19, 2017.

[MIN 18-001](#)

Recommended Action: Approval

Attachments: [CC MW 121917](#)

4. Approval of minutes of regular meeting on December 19, 2017.

[MIN 18-002](#)

Recommended Action: Approval

Attachments: [CC MR 121917](#)

5. Approval of tax refund to Jack Beckham in the amount of \$619.59 due to an overpayment.

[TAXR 18-001](#)

Recommended Action: Approve the tax refund to Jack Beckham.

Department: Finance

6. Approval of tax refund to Professional Service Industries in the amount of \$1,629.83 due to a value decrease granted by Harris County Appraisal District.

[TAXR 17-086](#)

Recommended Action: Approve the tax refund to Professional Service Industries.

Department: Finance

7. Acceptance of the Quarterly Financial Report for the Fiscal Year 2016-2017 fourth quarter ending September 30, 2017.

[ACT 18-001](#)

Recommended Action: Accept the quarterly financial report for the Fiscal Year 2016-2017 fourth quarter ended September 30, 2017.

Department: Finance

Attachments: [2017 4Q Financial Report](#)

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.

NEW BUSINESS

8. Consideration of and action on the purchase of field lighting and installation from Musco Sports Lighting, LLC via buy board for Soccer Development and Girls Softball Renovations Type B projects.

[AUT 17-137](#)

Recommended Action: Acceptance of the purchase of field lighting and installation from Musco Sports Lighting, LLC via buy board for Soccer Development and Girls Softball Renovations Type B projects.

Attachments: [Deer Park soccer Quote](#)

[Deer Park Girls Softball Quote](#)

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9. Consideration of and action on the purchase of shade structures from USA Shade & Fabric Structures via buy board for Soccer Development and Girls Softball Renovations Type B projects. [AUT 17-138](#)

Recommended Action: Acceptance of the purchase of shade structures from USA Shade & Fabric Structures via buy board for Soccer Development and Girls Softball Renovations Type B projects.

Attachments: [USA Shade Proposal - Deer Park Soccer Field 12_05_2017](#)
[USA Shade Proposal - Deer Park Softball Fields 12_05_2017](#)

10. Consideration of and action on a resolution to seek a Fiscal Year 2019 STEP Traffic Enforcement Grant. [RES 18-003](#)

Recommended Action: Approve Resolution.

Attachments: [2019 STEP Budget Narrative](#)
[2019-DeerPark-S-1YG-00030](#)
[DDACTS City Map](#)
[DDACTS Zone 1](#)
[DDACTS Zone 2](#)
[DDACTS Zone 3](#)
[DDACTS Zone 4](#)
[FY 2019 STEP Grant Resolution](#)

11. Consideration of and action on the results of the joint public hearing and a proposed ordinance on the request of City of Deer Park to amend the Code of Ordinance Appendix A- Zoning, Section 14.02 to allow Heliports or Helistops as an accessory use for medical facilities in the General Commercial Zoning District. [ORD 18-001](#)

Recommended Action: Recommendation is to approve the request. If ordinance is approved, passing of the ordinance.

Attachments: [Heliports and Helistops-10-2017](#)

12. Consideration of and action on a recommendation from the Planning and Zoning Commission and a proposed ordinance on the request of Sanwood Investments for a Specific Use Permit to construct a bulk warehouse at 4600 Underwood Road. [ORD 18-002](#)

Recommended Action: Approval is recommended, per the Planning and Zoning Commission

Attachments: [Sandwood letter](#)
[4600 Underwood Road \(Sanwood Investments\)](#)
[Specific Use Permit-Sandwood Investments-4600 Underwood-12-2017](#)

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13. Consideration of and action on an ordinance granting a pipeline franchise to FLST LLC for a sixteen inch (16") Ethane Pipeline. (first reading) [ORD 18-003](#)

Recommended Action: The application for the pipeline to be granted.

Attachments: [Application & payment](#)

[CenterLine Description 16 Inch Pipeline Through City of Deer Park City Limits 1](#)

[ROUTE COVER SHEET CITY OF DEER PARK](#)

[FLST-Lavaca Pipeline-Granting-12-2017](#)

14. Consideration of and action on an ordinance amending the Fiscal Year 2017-2018 Planning & Development Department Budget for emergency repairs to the bucket truck. [ORD 18-004](#)

Recommended Action: Approve the ordinance amending the Fiscal Year 2017-2018 Planning & Development Department Budget.

Department: Public Works

Attachments: [Ord - Amend Budget FY18 Bucket Truck](#)

15. Consideration of and action on an ordinance amending the Fiscal Year 2017-2018 Budget for the Capital Improvement Fund Budget. [ORD 18-006](#)

Recommended Action: Approve the ordinance amending the Fiscal Year 2017-2018 Budget for the Capital Improvement Fund Budget.

Attachments: [Amend Budget FY18 - Capital Improvements Fund 010218](#)

16. Consideration of and action on change orders to the contract with South Pools for the Dow Park Pavilion Project. [CHO 18-001](#)

Recommended Action: Approve the Change Orders No. 2 and 3 to the contract with South Pools for the Dow Park Pavilion Project.

17. Consideration of and action on an agreement with HI-TECH Truck Rigging & Equipment Company to replace the hydraulic hoses on the Public Works Versalift bucket truck. [AUT 18-002](#)

Recommended Action: Approval with HI-TECH for \$19,662.50 to replace the hydraulic hoses.

Attachments: [HI-TECH Quote](#)

18. Consideration of and action on authorization to purchase from Playworks and the Playwell Group via the BuyBoard for the materials and installation of items to complete the Dow Park Pavilion and Improvements Project. [PUR 18-001](#)

Recommended Action: Authorize purchase from Playworks and the Playwell Group via the BuyBoard for the materials and installation of items to complete the Dow Park Pavilion and Improvements Project.

ADJOURN

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.

*Shannon Bennett, TRMC
City Secretary*

*Posted on Bulletin Board
December 29, 2017*

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive 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 #: JPH 18-001 **Version:** 1 **Name:**

Type: Joint Public Hearing **Status:** Agenda Ready

File created: 12/18/2017 **In control:** City Council

On agenda: 1/2/2018 **Final action:**

Title: Joint Public Hearing on the request of the City of Deer Park to amend the Code of Ordinance Appendix A- Zoning, Section 14.02 to allow Heliports or Helistops as an accessory use for medical facilities in the General Commercial Zoning District.

Sponsors: City Secretary's Office

Indexes:

Code sections:

Attachments: [PZ JPH 010218 City of Deer Park Helistops or Heliports Recommendation Letter -Heliports or Helistops Heliports and Helistops-10-2017](#)

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Joint Public Hearing on the request of the City of Deer Park to amend the Code of Ordinance Appendix A- Zoning, Section 14.02 to allow Heliports or Helistops as an accessory use for medical facilities in the General Commercial Zoning District.

Summary:

The Planning and Zoning Commission conducted a public hearing on November 6, 2017 to hear testimony for and against the City of Deer Park's request to amend the zoning ordinance. Based upon testimony, the recommendation of the Planning and Zoning Commission is the request be approved.

Fiscal/Budgetary Impact:

None

Hear the Citizens comments for or against the request

NOTICE OF JOINT PUBLIC HEARING

Notice is hereby given that the City Council and the Planning and Zoning Commission of the City of Deer Park, Texas, will hold a joint public hearing at City Hall, 710 East San Augustine Street, at 7:30 p.m. on the 2nd day of January, 2018 at which time and place they will hear all persons desiring to be heard on or in connection with any matter or question relating to the proposed amendment to Ordinance No. 3886, to allow Heliports or Helistops as an accessory use for medical facilities in the Commercial Zoning District.

The proposed amended Zoning Ordinance may be viewed on the City of Deer Park website at www.deerparktx.gov.

Shannon Bennett, TRMC
City Secretary

Dated this 6th day of December 2017



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

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

PLANNING & ZONING COMMISSION

November 7, 2017

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

Honorable Mayor and Council:

On November 6, 2017, the Planning and Zoning Commission met for a preliminary public hearing to consider the request from the City of Deer Park to amend the Code of Ordinances to allow a Heliports or Helistop or in a Highway District Zoning District. As a result of the hearing, the Planning and Zoning Commission would like to recommend the request be granted.

Respectfully submitted,

Danielle Wendeburg
Chairman
Planning and Zoning Commission

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DEER PARK BY AMENDING APPENDIX A – ZONING, SECTION 14.02 – HELIPORTS AND HELISTOPS, BY ALLOWING HELIPORTS OR HELISTOPS AS AN ACCESSORY USE FOR MEDICAL FACILITIES LOCATED IN COMMERCIAL DISTRICTS AND REQUIRING A SPECIFIC USE PERMIT; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Deer Park adopted a zoning ordinance for land uses in the city; and

WHEREAS, the City Council has heard a request to consider a text amendment to the ordinance in the regulations for the General Commercial District (GC); and

WHEREAS, the City Council has referred the matter to the Planning and Zoning Commission, and both bodies have held public hearings on the proposed text amendment, following proper notice and procedure; and

WHEREAS, the Planning and Zoning Commission finds that the text amendment is appropriate for the development of medical facilities in commercial districts, and has made a report to City Council; and

WHEREAS, City Council has received the report and finds that the proposed text amendment is appropriate and necessary for the development of medical facilities in Commercial Districts, that the amendment will not adversely affect the public health, safety, or welfare, and will contribute to the economic growth of the city;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

Section 1. That the Code of Ordinances of the City of Deer Park be amended by adding to Appendix A – Zoning, at the end of Section 14.02 Heliports and Helistops, to read as follows;

That Heliports and Helistops be allowed as an accessory use for medical facilities located in Commercial Districts provided that a specific use permit is granted and all other requirements in this section are met.

Section 2. That all ordinances and parts of Ordinances in conflict herewith are hereby repealed to the degree of any conflict.

Section 3. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

Section 4. The City Council finds that this Ordinance relates to the immediate preservation of the public peace, safety and welfare, in that it is necessary for the protection of the citizens of this City, and the property located therein, that provision be made for the zoning ordinance for the orderly and safe use of Heliports and Helistops, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three several days should be dispensed with, and this Ordinance should be passed finally on its introduction; and, accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2018 **by a vote of** _____ **“Ayes” and** _____ **“Noes”.**

MAYOR, City of Deer Park

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: BID 17-055 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 12/7/2017 **In control:** City Council
On agenda: 1/2/2018 **Final action:**
Title: Awarding bid for the Phase I of the Deer Park Nature Preserve.
Sponsors: Parks & Recreation
Indexes:
Code sections:
Attachments: [Bid Tabulation Memorandum- Deer Park Nature Preserve](#)

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Awarding bid for the Phase I of the Deer Park Nature Preserve.

Summary:

The Deer Park Parks & Recreation Department is requesting approval from the Deer Park City Council to award the bid to the lowest responsible bidder Millis Development out of five (5) bids received for the Phase I of the Deer Park Nature Preserve.

Fiscal/Budgetary Impact:

As part of the bond election in September 2000, the City was authorized to issue \$6,580,000 of general obligation bonds for parks and recreation facility improvements (Proposition # 2). Unspent bond proceeds of \$1.4 million (remaining from the Series 2005 and 2007 bonds) are available to fund the development of wetlands. Council approved the resolution allocating \$500,000 from City Bond Funds Proposition #2 towards the Deer Park Wetlands Project.

The City of Deer Park was awarded the TPWD Local Park Grant in the amount of \$400,000.00 on January 22, 2015.

On July 21, 2015 the City Council authorized an agreement with RVi for design services related to the Deer Park Nature Preserve formally referred as the "Wetlands Project". The conceptual design for Phase 1 of the Deer Park Nature Preserve was presented and discussed with the Parks and Recreation Commission on June 6, 2016, where they made a recommendation to City Council for the

acceptance of the conceptual design. On June 7th, Council formally accepted the Phase I Concept.

\$900,000.00	Appropriated Funds for Phase I of the Deer Park Nature Preserve
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\$554,809.00	Lowest Responsible Bidder - Millis Development
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\$137,000.00	Professional Services - RVi
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<u>\$150,000.00</u>	<u>Wetlands Restoration</u>
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\$841,809.00	Total Cost for Phase I of the Deer Park Nature Preserve &
Wetlands Restoration	

Award bid to Millis Development in the amount of \$554,809.00 for the Phase I of the Deer Park Nature Preserve.



19 Briar Hollow Lane
Suite 145
Houston, TX 77027
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www.rviplanning.com

Bid Tabulation Memorandum

Date: December 19, 2017

To: Charlie Sandberg
610 E. San Augustine
Deer Park, TX 77536

Re: **Bid Tabulation Review**
Deer Park Nature Preserve
RVI project no. 154382

By: Robert Whittemore

cc: File
Jacob Zuniga, City of Deer Park
Tiffany McGallian, City of Deer Park

We have reviewed the results from the bid opening on December 5, 2017 for the Deer Park Nature Preserve project and conclude, based on the information provided in the bids returned, that Millis Development appears to be the lowest responsible bidder. Please consider the following bid data:

1. There were a total of five (5) contractors submitting bids. Twenty-one of the Twenty-six interested bidders did not submit bids; all twenty-one were therefore disqualified. Please see the attached "Deer Park Nature Preserve: Bid Tabulation" for a summary of bid package information. Bid totals are as follows:
 - A. Landscape Art- \$689,827.25
 - B. GCP Contractors- \$444,982.70
 - C. Millis Development- \$554,809.00
 - D. Jerdon Enterprise- \$727,727.27
 - E. MoBill Contractors- \$670,340.54
2. Base Bids range from the low of \$444,982.70 to a high bid of \$727,727.27, a range that is within 5% of our estimate of probable construction cost. GCP Contractors submitted the low bid of \$444,982.70. GCP Contractors however are not a valid low bid due to their failure to submit a complete bid form and other required paperwork along with their bid. As a result, Millis Development is the lowest responsible bidder.
3. When we factor in the robust local construction economy and recent inflation in construction materials and labor, Millis Development's Base Bid of \$554,809.00 appears to reflect the estimated value of the construction

accurately.

4. Millis Development's unit prices appear to be consistent with local industry pricing and are consistent with our expectations.
5. Millis Development's has provided all Bid documents required in the Bid package.
6. Millis Development's previous work experience appears to be consistent with the type of work contemplated for your project. Based on discussions with their references, it appears that they have had good working relationships with clients on previous projects and performed landscape installation services that met their client's expectations.


Please call us if you need any further clarification regarding these bid results.

Sincerely,

RVi Planning + Landscape Architecture



Robert Whittemore
Project Manager

Bid Tabulation - Detailed													
Project Name: DEER PARK NATURE PRESERVE													
RVI Project No.: 154382													
Date: 12/05/2017													
				LANDSCAPE ART		GCP CONTRACTORS		MILLIS DEVELOPMENT		JERDON ENTERPRISE		MOBILL CONTRACTORS	
	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A.	SITE PREPARATION												
	Mobilization	1	LS	\$10,295.00	\$10,295.00	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$71,354.27	\$71,354.27	\$70,000.00	\$70,000.00
	Performance & Payment Bonds	1	LS	\$11,000.00	\$11,000.00	\$8,000.00	\$8,000.00	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00	\$28,000.00	\$28,000.00
	SWPPP	1	LS	\$5,833.00	\$5,833.00	\$15,000.00	\$15,000.00	\$10,793.00	\$10,793.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00
	Tree Protection (12 locations)	12	EA	\$227.00	\$2,724.00	\$450.00	\$5,400.00	\$429.70	\$5,156.40	\$280.00	\$3,360.00	\$500.00	\$6,000.00
	Required Testing for Parking Lot	1	LS	\$2,145.00	\$2,145.00	\$5,000.00	\$5,000.00	\$8,822.00	\$8,822.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00
	Selective Underbrush Clearing (10' on each side of trail centerline)	1	LS	\$79,783.00	\$79,783.00	\$10,000.00	\$10,000.00	\$17,904.00	\$17,904.00	\$16,000.00	\$16,000.00	\$20,000.00	\$20,000.00
	Parking Lot & Monument Clearing (cleared & prepared according to Geotech report)	1	LS	\$16,855.00	\$16,855.00	\$6,000.00	\$6,000.00	\$40,486.00	\$40,486.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	Clearing within Woodland Areas for Mown Trails	1	LS	\$48,105.00	\$48,105.00	\$14,000.00	\$14,000.00	\$4,297.00	\$4,297.00	\$18,000.00	\$18,000.00	\$5,000.00	\$5,000.00
	6' Mown Trail	3,100	LF	\$0.99	\$3,069.00	\$2.00	\$6,200.00	\$3.58	\$11,098.00	\$1.70	\$5,270.00	\$9.80	\$30,380.00
	McCarthy Rose Removal	90,000	SF	\$0.32	\$28,800.00	\$0.20	\$18,000.00	\$0.24	\$21,600.00	\$0.32	\$28,800.00	\$7.50	\$675,000.00
	Barbwire Fence Removal	4,000	LF	\$8.84	\$35,360.00	\$1.00	\$4,000.00	\$2.96	\$11,840.00	\$1.50	\$6,000.00	\$1.50	\$6,000.00
				Subtotal	\$243,969.00		\$97,600.00		\$149,496.40	Subtotal	\$180,284.27	Subtotal	\$857,380.00
B.	HARDSCAPE												
	Parking Lot (Permeable)- 4,800 SF	1	LS	\$84,790.00	\$84,790.00	\$94,420.00	\$94,420.00	\$92,642.00	\$92,642.00	\$100,000.00	\$100,000.00	\$174,506.00	\$174,506.00
	Storm Sewer System	1	LS	\$42,262.00	\$42,262.00	\$37,000.00	\$37,000.00	\$21,244.00	\$21,244.00	\$65,000.00	\$65,000.00	\$49,500.00	\$49,500.00
	Main Trail (8' Decomposed Granite: 3,300 LF)	26,400	SF	\$5.98	\$157,872.00	\$2.00	\$52,800.00	\$3.71	\$97,944.00	\$7.60	\$200,640.00	\$2.29	\$60,456.00
	Entry Monument	1	LS	\$15,644.00	\$15,644.00	\$8,000.00	\$8,000.00	\$15,101.00	\$15,101.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00
	Wayfinding Trail Name Signs	2	EA	\$2,200.00	\$4,400.00	\$2,500.00	\$5,000.00	\$2,148.50	\$4,297.00	\$2,200.00	\$4,400.00	\$750.00	\$1,500.00
	Gateway Surfacing (Decomposed Granite)	450	SF	\$6.83	\$3,073.50	\$10.00	\$4,500.00	\$3.71	\$1,669.50	\$7.60	\$3,420.00	\$10.00	\$4,500.00
	Solar Trail Lighting (direct bury post)	7	EA	\$6,545.00	\$45,815.00	\$3,000.00	\$21,000.00	\$8,522.25	\$59,655.75	\$5,000.00	\$35,000.00	\$5,054.00	\$35,378.00
	Seat Wall (varied height, includes footings)	60	LF	\$342.00	\$20,520.00	\$250.00	\$15,000.00	\$341.54	\$20,492.40	\$260.00	\$15,600.00	\$100.00	\$6,000.00
	Concrete Sidewalk (5' width- 117 LF; & 8' width- 63 LF)	1,090	SF	\$5.39	\$5,875.10	\$7.50	\$8,175.00	\$6.45	\$7,030.50	\$8.50	\$9,265.00	\$15.17	\$16,535.30
	R.O.W. Concrete Sidewalk (5' width- 1,100 LF)	5,500	SF	\$5.39	\$29,645.00	\$7.50	\$41,250.00	\$6.45	\$35,475.00	\$10.00	\$55,000.00	\$8.91	\$49,005.00
	Sidewalk Ramps	4	EA	\$1,650.00	\$6,600.00	\$1,500.00	\$6,000.00	\$1,145.85	\$4,583.40	\$1,250.00	\$5,000.00	\$1,000.00	\$4,000.00
	Decorative Panel (includes footing)	3	EA	\$3,828.00	\$11,484.00	\$3,500.00	\$10,500.00	\$6,023.00	\$18,069.00	\$3,700.00	\$11,100.00	\$5,000.00	\$15,000.00
	Decorative Star Inset	1	EA	\$5,995.00	\$5,995.00	\$10,000.00	\$10,000.00	\$7,200.07	\$7,200.07	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
				Subtotal	\$433,975.60	Subtotal	\$313,645.00	Subtotal	\$385,403.62	Subtotal	\$524,425.00	Subtotal	\$448,880.30
C.	PLANTING												
	Gardenia (3 gal)	9	EA	\$27.55	\$247.95	\$37.47	\$337.23	\$54.43	\$489.87	\$60.00	\$540.00	\$33.41	\$300.69
	Texas Sage (3 gal)	11	EA	\$24.20	\$266.20	\$34.47	\$379.17	\$54.43	\$598.73	\$60.00	\$660.00	\$22.00	\$242.00
	Curry Plant (1 gal)	22	EA	\$12.75	\$280.50	\$73.50	\$1,617.00	\$45.83	\$1,008.26	\$92.00	\$2,024.00	\$12.89	\$283.58
	Spanish Lavender (1 gal)	19	EA	\$12.00	\$228.00	\$34.47	\$654.93	\$30.08	\$571.52	\$21.00	\$399.00	\$10.71	\$203.49
	Lemon Bee Balm (1 gal)	49	EA	\$11.00	\$539.00	\$14.97	\$733.53	\$46.55	\$2,280.95	\$22.00	\$1,078.00	\$10.70	\$524.30
	Gulf Coast Muhly (3 gal)	9	EA	\$23.50	\$211.50	\$37.47	\$337.23	\$46.55	\$418.95	\$54.00	\$486.00	\$20.64	\$185.76
	Mexican Feather Grass (3 gal)	8	EA	\$31.40	\$251.20	\$20.98	\$167.84	\$54.43	\$435.44	\$57.00	\$456.00	\$23.53	\$188.24
	Switch Grass (3 gal)	6	EA	\$30.00	\$180.00	\$37.47	\$224.82	\$73.76	\$442.56	\$62.00	\$372.00	\$13.58	\$81.48
	Dwarf Rosemary (1 gal)	21	EA	\$9.50	\$199.50	\$12.73	\$267.33	\$32.94	\$691.74	\$21.00	\$441.00	\$8.31	\$174.51
	Black-eyed Susan (1 gal)	22	EA	\$12.75	\$280.50	\$13.47	\$296.34	\$46.55	\$1,024.10	\$21.00	\$462.00	\$8.31	\$182.82
	Little Bluestem (3 gal)	8	EA	\$27.00	\$216.00	\$53.94	\$431.52	\$74.48	\$595.84	\$64.00	\$512.00	\$24.94	\$199.52
	Lamb's Ear (1 gal)	8	EA	\$11.00	\$88.00	\$19.47	\$155.76	\$46.55	\$372.40	\$21.00	\$168.00	\$8.66	\$69.28
	Texas Mint Marigold (1 gal)	10	EA	\$13.60	\$136.00	\$13.50	\$135.00	\$30.79	\$307.90	\$22.00	\$220.00	\$8.66	\$86.60
				Subtotal	\$3,124.35	Subtotal	\$5,737.70	Subtotal	\$9,238.26	Subtotal	\$7,818.00	Subtotal	\$2,722.27
D.	IRRIGATION												
	Complete & Operational Solar Irrigation System (design, backflow, solar panel, etc.)	1	LS	\$8,690.00	\$8,690.00	\$28,000.00	\$28,000.00	\$10,670.72	\$10,670.72	\$15,200.00	\$15,200.00	\$15,358.00	\$15,358.00
				Subtotal	\$8,690.00	Subtotal	\$28,000.00	Subtotal	\$10,670.72	Subtotal	\$15,200.00	Subtotal	\$15,358.00
E	*ITEMS ADDED VIA ADDENDUM												
				Subtotal	\$0.00	Subtotal	\$0.00	Subtotal	\$0.00	Subtotal	\$0.00	Subtotal	\$0.00
E	ITEMS ADDED BY CONTRACTOR												
	Planting Mix	1	LS									\$9,000.00	\$9,000.00
				Subtotal	\$0.00	Subtotal	\$0.00	Subtotal	\$0.00	Subtotal	\$0.00	Subtotal	\$9,000.00

				BASE GRAND TOTAL	\$689,758.95	BASE GRAND TOTAL	\$444,982.70	BASE GRAND TOTAL	\$554,809.00	BASE GRAND TOTAL	\$727,727.27	BASE GRAND TOTAL	\$1,333,340.57
				CONTRACTOR LISTED TOTAL	\$689,827.25	CONTRACTOR LISTED TOTAL	\$444,982.70	CONTRACTOR LISTED TOTAL	\$554,809.00	CONTRACTOR LISTED TOTAL	\$727,727.27	CONTRACTOR LISTED TOTAL	\$670,340.54
F	DEDUCT ALTERNATES												
	Removal of Barbwire Fence- 2,200 LF	1	LS	\$24,757.00	\$24,757.00	\$4,000.00	\$4,000.00	\$5,016.00	\$5,016.00	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00
	Clearing within Woodland Areas for Mown Trail	1	LS	\$24,915.00	\$24,915.00	\$14,000.00	\$14,000.00	\$2,750.00	\$2,750.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
	6' Mown Trail- 3,100 LF	1	LS	\$3,069.00	\$3,069.00	\$6,200.00	\$6,200.00	\$8,525.00	\$8,525.00	\$4,000.00	\$4,000.00	\$30,356.00	\$30,356.00
				Subtotal	\$52,741.00	Subtotal	\$24,200.00	Subtotal	\$16,291.00	Subtotal	\$2,200.00	Subtotal	\$37,856.00
	Indicates contractor difference in quantity												
	Missing Data			ADD ALT GRAND TOTAL \$637,017.95		ADD ALT GRAND TOTAL \$420,782.70		ADD ALT GRAND TOTAL \$538,518.00		ADD ALT GRAND TOTAL \$725,527.27		ADD ALT GRAND TOTAL \$1,295,484.57	
				Contractor Grand Total		Contractor Grand Total		Contractor Grand Total		Contractor Grand Total		Contractor Grand Total	

DOCUMENTS						
Bid Form		Yes	Incomplete- missing 1st sheet	Yes	Yes	Yes
Acknowledgment of Addendums		Yes (3)	No. Acknowledgment located on 1st sheet.	Yes (3)	Yes (3)	Yes (3)
Statement of Bidder Qualifications		Used RVI's Standard Form	Yes	Yes	Yes	Yes
Certificate of Interested Parties		Yes	Yes	Not in packet	Not in packet	Yes
Conflict of Interest Questionnaire		Yes	Yes	Yes	Yes	Yes
Performance Bond		Yes	Not in packet	Yes	Not in packet	Yes
Payment Bond		Yes	Not in packet	yes	Not in packet	Yes
Insurance		Yes	Not in packet	Yes	Yes	Yes
References:			Not good. Dragging out the project. Under performing.			Good to work with. Meet timeline and budget. Would work with them again. Did a great job. Get in there and get it done. Did not complain.



City of Deer Park

710 E SAN AUGUSTINE
DEER PARK, TX 77536

Legislation Details (With Text)

File #: MIN 18-001 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 12/18/2017 **In control:** City Council
On agenda: 1/2/2018 **Final action:**
Title: Approval of minutes of workshop meeting on December 19, 2017.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_121917](#)

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Approval of minutes of workshop meeting on December 19, 2017.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON DECEMBER 19, 2017, BEGINNING AT 6:15 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON	MAYOR
SHERRY GARRISON	COUNCILWOMAN
THANE HARRISON	COUNCILMAN
TOMMY GINN	COUNCILMAN
BILL PATTERSON	COUNCILMAN
RON MARTIN	COUNCILMAN
RAE SINOR	COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES	CITY MANAGER
GARY JACKSON	ASSISTANT CITY MANAGER
SHANNON BENNETT	CITY SECRETARY
JIM FOX	CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the workshop to order at 6:15 p.m.
2. DISCUSSION OF ISSUES RELATING TO THE PURCHASE OF FURNITURE FOR THE NEW CITY HALL FACILITY - George Watanabe from Cre8 Architects presented a powerpoint presentation of the floorplan of the new City Hall and discussed the selections of the furniture for the new City Hall. Expectations of a move in time is late February or early March. The idea is to provide as much new furniture as possible into the new building to avoid having to move the old furniture, and only personal items and current files would need to be transferred to the new building. (Exhibits A1-A17) (Exhibits B1-B23) (Exhibit C1)

Mr. Watanabe presented slides showing the floorplan of the new City Hall.

Councilwoman Sinor asked, “Is there a book we can look at if we wanted to see other colors or swatches?”

Mr. Watanabe responded, “In some instances there is a set number of colors you can choose from, primarily for the chairs. We have some quotes from the furniture supplier, so dont think that changing the fabric will throw a monkey wrench in the process.”

Councilwoman Sinor asked, “What is the deadline?”

Mr. Watanabe responded, “I would like to get this ordered before the end of the year.”

Mr. Jackson commented, “In your packet, you will see three attachments, one is of a more detailed presentation of the description and pictures of the furniture. There is also a price list of all the furniture except for the audience seating in the Council Chambers. The dollar amount you see of the second quote, is like an allowance and would probably not exceed that number. We are trying to get one chair that will accommodate the audience as well as the Staff.

3. EXECUTIVE SESSION- CONSULTATION WITH CITY ATTORNEY – POTENTIAL LITIGATION – Mayor Mouton recessed the meeting at 6:39 p.m. for an Executive Session.
4. RECONVENED – Mayor Mouton reconvened the workshop meeting at 6:54 p.m.
5. STRATEGIC PLAN IMPLEMENTATION REPORT UPDATE – Gary Jackson, Assistant City Manager gave an overview of the organization of the Strategic Plan and advised the Council the facilitator will only highlight the high points of the plan and answer any questions. The Plan has five (5) areas of emphasis, each of which has a team and lead facilitator assigned with provided updates to the Plan. These Areas of Emphasis and Facilitators are as follows: Leadership/Governance (Shannon Bennett); Quality of Life/Image (Jacob Zuniga); Comprehensive Planning (Bill Pedersen); Economic Development (Gary Jackson); and Public Safety (Robert Hemminger).

City Secretary, Shannon Bennett, highlighted Strategy #2, the Charter Review Election stating, “A review of the City Charter and election hadn’t been done since 2008. We believe it is better for the Staff to review the Charter because each department would know the needs and changes first hand. As far as the timeline, review will begin January 2018 –November 2018 and staff will bring forth the changes and have recommendations ready by December of 2018. Strategy #3, review of the policy structure for the volunteers of the Boards and Commissions has been revised. The only significant change is the new applicants will be the only ones interviewed, the re-appointees will not have to be interviewed. Strategy #5, the succession planning and workforce development process, the Directors have reviewed to make sure their plans are in place and up to date.”

Councilman Patterson asked, “On the Charter review, this will be for the 2019 election?”

Ms. Bennett responded, “It will be called in January and the election will be in May 2019.”

Assistant Parks & Recreation Director, Jacob Zuniga gave an overview of the Action Plan pertaining to Strategy #1, Deer Park Nature Reserve and the Hike and Bike Trail. Bids have been received and recommendations should be brought forth in January to award a bidder to begin phase one of the project. Staff is still working with RVI and SCA on the Wetlands Restoration and Mitigation project. Currently, there are no updates on the Hike and Bike Trail. Strategy #2, City Staff have completed the Earth Day project. In

addition to trees being planted on East Boulevard by Dow Chemical, there has been some clearance of the East bound entrance on Hwy. 225 and we're currently working with TxDOT to maintain that area. Strategy #3, Phase 1, wayfinding signs and monuments has been completed. Staff is currently working with NSP to get phases 2 and 3 installed.

Councilwoman Sinor asked, "The monument that Rotary Club put up?"

City Manager Jay Stokes responded, "It is gone."

Councilwoman Sinor responded, "Good job."

Director of Public Works, Bill Pedersen gave an overview of further development of infrastructure. Phase one of four of the corrugated metal pipe replacements have begun. The street rehabilitation project recently received bids, evaluation of the bids and the recommendations are still to be determined. The Comprehensive Planning and Zoning and Subdivision updates have been completed. The Strategic Technology Master Plan is to be completed by 2018. A consultant will be hired to review the traffic counts at major intersections. The storm water fee is to be increased by 10% in 2018. Further development of the municipal facility construction is still progressing and anticipation of a move in date in March of 2018.

Mr Jackson advised Council of the Action Plan Summary, detailed powerpoint along with the facilitators original report with directives and ideas placed in their agenda that can be referred back to if needed. Mr. Jackson also gave an overview of the Economic Development and Tax Abatements completions. Mr. Jackson spoke of the excellent job Kristen Edwards has done with the Tourism Committee and the Tourism Development Program. Mr. Jackson mentioned to Council of the possibility of replacing the Jimmy Burke Center with a new building and proposing to have an architectural consultant look at the removal of the current building.

Councilwoman Sinor commented, "Kristen is superb in every way and goes over and beyond in everything she is asked to do."

Emergency Services Director, Robert Hemminger gave an overview of the Public Safety initiatives. Mr. Hemminger mentioned the design of an Emergency Service Annex to house the Staff that was added to support the increase in volume of emergency call outs and the EMS operations. Also mentioned was the Police Gun Range update and the possibility of the replacement of Fire Station #1. Mr. Hemminger advised Council that accommodating the 24 hour emergency services operations and Staff should be first priority.

6. DISCUSSION OF ISSUES RELATING TO AN UPDATE ON THE CITY'S HURRICANE HARVEY DAMAGE, RECOVERY, AND THE FEMA PROCESS, INCLUDING AN UPDATE ON COMMUNITY FLOODING ISSUES AND PLANS –

Emergency Services Director, Robert Hemminger gave an overview and comparison of the prior storms that Deer Park has endured, Hurricane Harvey, Hurricane Ike and Tropical Storm Allison. The City of Deer Park received 47-52 inches of rain during Hurricane Harvey, and only 300 homes flooded, compared to Tropical Storm Allison,

that had double the rain fall with 900 homes flooded. Mr. Hemminger mentioned the great improvements due to the drainage infrastructure. Mr. Hemminger continued with discussion of the FEMA reimbursement processes that are underway, with meetings being held every Monday. There are about 10 City facilities that had minor damage, all of which were claimed and filed through the insurance. Most of these damages did not exceed the deductible, but will be filed through FEMA to recover the deductible amount. The debris removal data records are being compiled together for further processing. Mr. Hemminger commented, "The Program Delivery Manager, our representative at FEMA, mentioned there is no other applicant in our area that is as far along in the reimbursement process as we are. Something to be proud of."

Public Works Director, Bill Pedersen, referenced a map within the Council's packet.

Mr. Pedersen gave an overview of the map which shows the debris picked up right after Hurricane Harvey. When the debris was picked up, the extent of the damage to the homes is unknown. These homes were documented as having debris, that may or may not have been caused by Hurricane Harvey.

Mayor Mouton commented, "That doesn't necessarily mean that every home got water in it. It was just our best attempt to identify the ones where debris was picked up."

Councilman Patterson asked, "Do we know exactly how many homes flooded?"

Mr. Pedersen responded, "Last count was 287."

Assistant City Manager, Gary Jackson responded, "There won't be the insurance claim information, the repetitive loss information through FEMA available until the after the first of the year. That is only for those that have insurance and have filed claims."

Mr. Pedersen continued with discussing the Master Drainage Plan of 2009 that had FEMA historical claims and also the Deer Park flood complaints prior to 2009. A comparison was done between the 2009 information and the current drainage information which showed 6 of the 7 areas that had repetitive problems. Mr. Pedersen highlighted the subdivisions with the issues and discussed potential drainage projects to alleviate flooding in the future. Mr. Pedersen began with Westwood Manor Section 3, includes Whitebriar, Willowbend, Wildwood, Woodcrest area by the Golf Course. Debris for 32 homes was picked up and this area has a history of FEMA claims. This is one of the areas that is in the 100 year flood plain. At that time, there was more land available for detention ponds, now there is a little less land to work with. In 2009, the preliminary estimate for this area was 1.2 million to upgrade the storm sewer system.

Councilman Patterson asked, "Did we already upgrade?"

Mr. Pedersen responded, "No we did not. This was included in the Master Drainage Plan."

Councilman Patterson, "Why did those houses at the end of the subdivision flood? Where did the water come from?"

Mr. Pedersen responded, "The houses could back up to the Boggy Bayou."

Councilman Patterson asked, "Is that the one by the Golf Course?"

Mr. Pedersen responded, "Yes. It actually goes under Hwy. 225 into the plants and we do not know what all is in there."

Mr. Pedersen continued the discussion regarding Deer Meadows, which includes the streets Lufkin, Tyler and Henderson, located west of the Deer Park High School. Debris for 20 homes was picked up and it also includes FEMA historical claims. Storm sewer improvements was estimated as costing \$750,000. This estimate did not include the main trunk line.

Councilman Patterson asked, "This was also not upgraded?"

Mr. Pedersen responded, "None of this has been done."

Mr. Pedersen continued discussion mentioning complaints that were received from West Claire pertaining to flooding in the street. In 1991, additional curb inlets were constructed to take in more water which drains into San Augustine and goes into the same system.

Councilman Patterson asked, "What is the solution?"

Mr. Pedersen responded, "To upgrade, but one of the challenges of upgrading is, you have to detain increased flow to the bayou and we do not have anywhere to detain it."

Mr. Pedersen continued with South Pasadena Plaza, that includes the streets Kingsdale, Hillshire and Estate. Debris of 52 homes was picked up and there are FEMA historical claims. A drainage study was completed and at that time, the cost estimate was 8.6 million dollars. There has been several developments in that area. The areas of detention have gone away. Deer Park Manor, which includes Ash, Birch, Hickory and Pine streets also have FEMA historical claims. Preliminary estimates for a storm sewer addition is \$210,000. That will require going between homes and the estimate may not be accurate. The area of Della and Eileen, Section 2, includes streets Velma and Kitty where debris of 24 homes was picked up. It also has FEMA historical claims. There was an estimate for this area of \$630,000. Heritage Edition, includes streets Boone, N. Crockett, S. Crockett, Travis, S. Travis and Strey Court which have FEMA historical claims. In this area, debris was picked up for 64 homes. A drainage study was done in 2009 and there was an estimated cost of 1 million dollars. At that time, there was talk with the school district about the property that sits behind the school, to work on getting some help with detaining the water drainage.

Councilwoman Garrison asked, "Where does the water drain?"

Mr. Pedersen responded, "Some of that water actually drains towards Spencer and when it gets high enough, it drains back."

City Manager, Jay Stokes commented, "Staff met with the Superintendent and key Staff at the school district a few weeks back to ask if they had any interest working with us to

purchase the property. It was indicated that the school would work with us, but they would want to retain the property that is on the southeast side just in case there is expansion of Dabbs Elementary. What we would like to do is start looking at hiring a firm to determine if that area would be able to detain water and how to do it and the cost associated to that.”

Mr. Pedersen commented, “Some things we have to look at are, if it is possible to get the water there and how deep the pond has to be. Also, if the water has to be pumped.”

Mr. Pedersen commented, “Some of the initial study that was taken from satellites, may not be too accurate, but it shows high spots on Henderson that holds the water back. The thought is to take Henderson out and flatten the slope where water could get to the ditch. There would have to be some kind of drainage structure that would need to be placed between the houses to get to the ditch. There is capacity in that ditch. When they dug the ditch, they put the material beside the ditch and built the houses that now block the drainage. Mr. Pedersen gave an update of the Harris County Flood Control B112-02 ditch, which goes up to Wimberly Edition and to San Augustine. Debris from one single home was picked up. Complaints received prior to 2009, showed debris picked up was from 34 homes. After the 2009 drainage study, the preliminary estimate was 3 million dollars to widen and deepen the ditch. Since that time, the City has lowered the water service by two feet by lowering the east end on San Augustine, removed the Aaron Street culvert crossing and lowered a force main pipe, and the City replaced the Pasadena Boulevard Bridge. Currently, to widen the channel, it is approximately 3.3 million to obtain additional right of way.

7. RECESS - Mayor Mouton recessed the meeting at 7:30 p.m. to open the regular meeting.
8. RECONVENED – Mayor Mouton reconvened the workshop meeting at 7:31 p.m.
9. DISCUSSION OF ISSUES RELATING TO THE SEEKING OF FISCAL YEAR 2019 STEP TRAFFIC ENFORCEMENT GRANT - City Manager, Jay Stokes gave an overview of the Police Department seeking a STEP funding from the Texas Department of Transportation. For 2019, the Department is requesting a grant of \$44,999.60. This will be matched in-kind by City funding which totals \$47,670.11. The combination of these funds will be used to pay the overtime salary cost of having Police Officers increase traffic patrol in areas of Deer Park known for a history of excessive speeding.
10. PRESENTATION OF NEW PIERCE LADDER TRUCK PURCHASED BY THE FIRE CONTROL DISTRICT – Fire Chief Don Davis and Assistant Fire Chief Phillip Arroyo presented Council with the new Pierce Ladder Truck purchased with funds by the Fire Control, Prevention and Emergency Medical Services District.
11. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:39 p.m.

Shannon Bennett, TRMC
City Secretary

Jerry Mouton
Mayor



City of Deer Park

710 E SAN AUGUSTINE
DEER PARK, TX 77536

Legislation Details (With Text)

File #: MIN 18-002 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 12/18/2017 **In control:** City Council
On agenda: 1/2/2018 **Final action:**
Title: Approval of minutes of regular meeting on December 19, 2017.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_121917](#)

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Approval of minutes of regular meeting on December 19, 2017.

Summary:

Fiscal/Budgetary Impact:

None

Approval

CITY OF DEER PARK

CC 76-296

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1698TH REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON DECEMBER 19, 2017, AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON	MAYOR
SHERRY GARRISON	COUNCILWOMAN
THANE HARRISON	COUNCILMAN
TOMMY GINN	COUNCILMAN
BILL PATTERSON	COUNCILMAN
RON MARTIN	COUNCILMAN
RAE SINOR	COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES	CITY MANAGER
GARY JACKSON	ASSISTANT CITY MANAGER
SHANNON BENNETT	CITY SECRETARY
JIM FOX	CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.
2. RECESSED/RECONVENED – Mayor Mouton recessed the meeting at 7:30 p.m. and reconvened the meeting at 7:39 p.m.
3. INVOCATION – The invocation was given by Councilman Patterson.
4. PLEDGE OF ALLIGIANCE – Councilman Martin led the Pledge of Allegiance to the United States Flag and the Texas Flag.
5. AWARDING BID FOR A TWO YEAR SUPPLY OF PULSAR PLUS CALCIUM HYPOCHLORITE BRIQUETTES OR APPROVED EQUIVALENT TO BE USED FOR THE CITY POOL – Motion was made by Councilwoman Garrison and seconded by Councilman Martin to award the bid for a two year supply of Pulsar plus Calcium Hypochlorite Briquettes or approved equivalent to be used for the City pool to R & K Aquatics as the low bidder, 50 pound pail at \$2.20 a pound, which equates to \$110.00 per pail. Motion carried 7 to 0.

6. CONSENT CALENDAR – Motion was made by Councilman Harrison and seconded by Councilman Ginn to approve the consent calendar as follows:
 - a. Approval of minutes of workshop meeting of December 5, 2017.
 - b. Approval of minutes of regular meeting of December 5, 2017.
 - c. Approval of minutes of emergency meeting of December 5, 2017.
 - d. Authorization of a grant application to Firehouse Subs Public Safety Foundation for Polaris Ranger Medical Transport all-terrain vehicle.
 - e. Authorization of grant application to the 2018 Emergency Responder Health and Wellness Grant.
 - f. Authorization to accept revisions to the Boards and Commissions Procedure Policy.

Motion carried 7 to 0.

7. CONSIDERATION OF AN ACTION ON AUTHORIZING THE PURCHASE OF FURNITURE FOR THE NEW CITY HALL FACILITY THROUGH THE U.S. COMMUNITIES BUY BOARD – Motion was made by Councilwoman Garrison and seconded by Councilman Martin to approve the purchase of furniture for the new City Hall facility through the U.S. Communities Buy Board.

City Manager, Jay Stokes advised Council this purchase includes everything except the audience chairs.

Motion carried 7 to 0.

8. CONSIDERATION OF AND ACTION ON A REFERRAL TO THE PLANNING AND ZONING COMMISSION FOR A SPECIFIC USE PERMIT FROM THE REQUEST OF CHI/ACQUISITIONS, L.P. TO CONSTRUCT A BULK WAREHOUSE – Motion was made by Councilman Martin and seconded by Councilwoman Sinor to refer to the Planning and Zoning Commission for a Specific Use Permit from the request of Chi/Acquisitions. L.P. to construct a bulk warehouse.

Motion carried 7 to 0.

9. CONSIDERATION OF AND ACTION ON EXTENDING THE 2017 SPORT ORGANIZATION UTILIZATION AGREEMENTS THROUGH JUNE 30, 2018 – Motion was made by Councilman Patterson and seconded by Councilman Ginn to approve the extension of the 2017 Sport Organization Utilization agreement through June 30, 2018.

Motion carried 7 to 0.

10. CONSIDERATION OF AND ACTION ON THE SEEKING OF FISCAL YEAR 2019 STEP TRAFFIC ENFORCEMENT GRANT – Motion was made by Councilwoman Garrison and seconded by Councilman Martin to table this item to the next meeting.

Motion carried 7 to 0.

11. CONSIDERATION OF AND ACTION ON APPOINTING AN ALTERNATE CITY OF DEER PARK REPRESENTATIVE TO HOUSTON-GALVESTON AREA COUNCIL GENERAL ASSEMBLY AND BOARD OF DIRECTORS – Motion was made by Councilwoman Garrison and seconded by Councilwoman Sinor to confirm the nomination of Thane Harrison as the City's Representative and Bill Patterson as the City's Alternative Representative to the Houston-Galveston Area Council General Assembly and Board of Directors.

Motion carried 7 to 0.

12. CONSIDERATION OF AND ACTION ON A MEMORANDUM OF UNDERSTANDING BETWEEN DEER PARK, LA PORTE AND PASADENA TO PROVIDE ASSISTANCE DURING PERIODS OF CIVIL UNREST – Motion was made by Councilman Martin and seconded by Councilwoman Sinor to approve the Memorandum of Understanding between Deer Park, La Porte and Pasadena to provide assistance during periods of civil unrest.

Motion carried 7 to 0.

13. CONSIDERATION OF AND ACTION ON AN AGREEMENT WITH ATLAS UNIVERSAL ROOFING, INC. FOR THE ROOF REPLACEMENT AT FIRE STATION #1 – Motion was made by Councilwoman Garrison and seconded by Councilman Harrison to approve the agreement with Atlas Universal Roofing Inc., for the roof replacement at Fire Station #1.

Motion carried 7 to 0.

14. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING THREE MEMBERS TO THE LIBRARY BOARD OF TRUSTEES – After a proposed ordinance was read by caption, motion was made by Councilman Harrison and seconded by Councilman Ginn to adopt on first and final reading of Ordinance No. 3947, captioned as follows:

AN ORDINANCE APPOINTING THREE (3) MEMBERS OF THE BOARD OF TRUSTEES TO THE DEER PARK PUBLIC LIBRARY OF THE CITY OF DEER PARK, TEXAS; FIXING THEIR TERMS; RESERVING CERTAIN RIGHTS OF THE CITY COUNCIL; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

15. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 BUDGET FOR THE PLAYGROUND AND EQUIPMENT AND

PAVILION FOR THE NEW PARK ADJACENT TO THE SPENCERVIEW COMPLEX – After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilman Ginn to adopt on first and final reading of Ordinance No. 3948, captioned as follows:

AN ORDINANCE AMENDING THE 2017-2018 BUDGET FOR THE CITY OF DEER PARK, TEXAS AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

Councilwoman Sinor commented, “It has been a great year in some ways but for our family it has been a tough year after losing my dad. When I was sworn in 6 years ago, my good friend Molly Smith and Judge Williams swore me in and my dad was also here, it was a super special night. People ask me all the time if I still enjoy it, and I do. I didn’t at first, it was tough. I just want to commend each of you that sit up here, it is a tough job sometimes. I know each of us have special things that we work on that mean a lot to us and when you see those things finished, it is a pretty special thing to experience. I enjoy working with each of you, I think we have the best that sit here. Our Directors are first class and I think we are so blessed to have each of you. You are passionate in what you do, you care about this City and it shows in everything you do. I want to wish you a Merry Christmas.”

Councilman Martin commented, “What a year! We celebrated our 125th, Sherry doing a great job. I think the City as a whole really enjoyed it. I think Council and Staff and all that participated in the play we put on, I think we found a new meaning of working together. I think it was great experience, I didn’t think I would be dancing in a toga wearing cowboy boots. Thank you, Merry Christmas and Happy Holidays!”

Councilman Patterson commented, “We talk a lot about how blessed we are to live in Deer Park. We have a great City. I am honored and humbled to be able to serve this City and serve with each of these Councilmembers. We are blessed with great Police and Fire protection and we are able to provide state of the art equipment to protect our Community and to assist if need be. I wish I could build a bubble around Deer Park and keep the world away from us. We live in perilous times and I am glad we have a Heavenly Father that has a plan, even though we may not know what that plan is. I honestly am grateful and humbled to serve with each and every one of you. Merry Christmas and Happy New Year.”

Councilman Ginn commented, “It has been an honor to serve again with Council and Administration. I want to thank you all for a very good year. It was a challenging year overall, but a great year. They say time flies when you are having fun, I think time flew this year. Looking forward to a great 2018 and working with you all again next year. Have a Merry Christmas and Happy Blessed New Year.”

Councilman Harrison commented, “I have been up here a long time, I have sat with 16 different people up here and I have seen a lot of department heads through the years. This Council and Mayor, along with you all, work so well together. We have our ups and downs. Melissa and I

have had a good year, and have become grandparents for the 10th time today. It has been a good year, I wish you all a very Merry Christmas and a safe New Year.”

Councilwoman Garrison commented, “It has been a busy year, particularly for our City Staff with all the construction, the Type B projects, Hurricane Harvey, and the 125th Celebration. It has just been crazy. When I was elected to Council 5 years ago, I never dreamed I would work with such a fine group of people. I know what you all do day in and day out. I have said this before, you all make us look good, all of Staff does. I agree that the play was a great team building experience. I just really want to thank all of you for making this City what it is, for your dedication and what you do every day for the City of Deer Park.”

Mayor Mouton commented, “I think this year has been a unique journey. Through the good and the bad life has brought us, we are blessed. I hope we can do our best to mitigate any homes from flooding, it might be unattainable, but we are in a unique position where we have a much better opportunity to mitigate that than many other cities. I am blessed to work with each one of you. I get to brag day in and day out. We have some of the most qualified people in the region that have vast experience. It is such an honor to work with you, our Community is blessed. We have come such a long way due to an amazing collaborative team effort. We have a great working relationship between Council and Staff and we are doing a good job. I expect big things in 2018. I have the privilege to work with Mr. Stokes, who does a great job, I commend you and all the Directors. I am very proud to work with everyone here. I look forward to a good next year. Merry Christmas to each of you.”

16. ADJOURN – Mayor Mouton adjourned the meeting at 7:58 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton
Mayor



Legislation Details (With Text)

File #: TAXR 18-001 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 12/19/2017 **In control:** City Council
On agenda: 1/2/2018 **Final action:**
Title: Approval of tax refund to Jack Beckham in the amount of \$619.59 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Approval of tax refund to Jack Beckham in the amount of \$619.59 due to an overpayment.

Summary:

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

Jack Beckham in the total amount of \$619.59 due to an overpayment on Account #115-785-004-0011.

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Jack Beckham.



Legislation Details (With Text)

File #: TAXR 17-086 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 12/8/2017 **In control:** City Council
On agenda: 1/2/2018 **Final action:**
Title: Approval of tax refund to Professional Service Industries in the amount of \$1,629.83 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Approval of tax refund to Professional Service Industries in the amount of \$1,629.83 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Professional Service Industries in the total amount of \$1,629.83 due to a value decrease granted by Harris County Appraisal District on the 2015 Correction Roll #25 (Account #213-385-4).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Professional Service Industries.



Legislation Details (With Text)

File #: ACT 18-001 **Version:** 1 **Name:**

Type: Acceptance **Status:** Agenda Ready

File created: 12/19/2017 **In control:** City Council

On agenda: 1/2/2018 **Final action:**

Title: Acceptance of the Quarterly Financial Report for the Fiscal Year 2016-2017 fourth quarter ending September 30, 2017.

Sponsors: Finance

Indexes:

Code sections:

Attachments: [2017 4Q Financial Report](#)

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Acceptance of the Quarterly Financial Report for the Fiscal Year 2016-2017 fourth quarter ending September 30, 2017.

Summary:

The City's quarterly financial report for the Fiscal Year 2016-2017 fourth quarter ended September 30, 2017 reports the preliminary and unaudited results for the fiscal year (October 2016 - September 2017). 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 \$53.3 million. The annual budget for these revenues, as amended, is \$54.6 million, which includes \$7,000,000 of prior year assigned/committed fund balance for the new City Hall not yet recorded. Revenues primarily represent ad valorem (property) taxes. These tax collections for residential and commercial properties, including delinquent taxes and associated penalties and interest, are \$17.9 million for the fiscal year and exceed the annual budget by a slight 1.87 percent. The industrial in-lieu of taxes revenues of approximately \$11.3 million represent 97.8 percent of the amount budgeted for these revenues. The City's sales tax revenues of \$6.4 million for the fiscal year are approximately 1.96 percent lower than the prior year's results reflecting a general decline in sales tax collections during the year. Total expenditures of the Governmental Funds are approximately \$52.8 million for the fiscal year, which is approximately \$1.8 million less than budgeted but does not yet include final entries for interfund transfers or final audit adjustments. Utility Fund revenues, including the Water/Sewer Fund and the Storm Water Fund, total approximately \$12.1 million for the fiscal year. These revenues are 4.0 percent higher than the prior year's preliminary results. Total expenses of these enterprise funds are approximately \$10.9 million for the fiscal year. Expenditures in the Capital Improvements Fund total approximately \$4.4 million for the fiscal year and include \$3.1 million for the new City Hall, \$711,000 for streets and sidewalks, and \$290,000 for drainage projects. Revenues for the special revenue districts (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 \$3.3 million and combined expenditures total

approximately \$4.2 million, which includes \$2.0 million for the new firing range to be funded by prior year revenues not yet recorded. The City's Type B Corporation, the Deer Park Community Development Corporation ("Corporation"), fiscal year revenues of approximately \$3.2 million represent 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 \$3.0 million, including approximately \$2.2 million for debt service and \$793,000 for pay-as-you-go expenditures for Dow Park.

The auditors plan to begin the final audit work in early January 2018. The final results of the FY 2016-2017 audit will be presented to City Council no later than the March 20, 2018 meeting.

Fiscal/Budgetary Impact:

N/A.

Accept the quarterly financial report for the Fiscal Year 2016-2017 fourth quarter ended September 30, 2017.



**QUARTERLY FINANCIAL REPORT
FOR THE FOURTH QUARTER ENDED
September 30, 2017
(Unaudited)**

**CITY OF DEER PARK
QUARTERLY FINANCIAL REPORT
FOURTH QUARTER ENDED SEPTEMBER 30, 2017**

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CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2017 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2016	Qtr 2 3/31/2017	Qtr 3 6/30/2017	Qtr 4 9/30/2017	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
GOVERNMENTAL FUNDS								
REVENUE SUMMARY:								
General Fund	\$ 17,625,915	\$ 12,178,703	\$ 4,375,467	\$ 4,898,545	\$ 39,078,630	\$ 45,824,190	\$ 6,745,560	14.72%
Debt Service Fund	2,380,527	4,646,407	126,339	41,484	7,194,757	6,689,214	(505,543)	--
Golf Course Lease Fund	-	26,768	2,974	-	29,742	2,463,713	133,971	81.83%
Special Revenue Funds	55,933	292,227	264,246	767,318	1,379,724	1,920,634	540,910	28.16%
Capital Improvement Bond Funds	61,488	4,016,762	854,973	645,634	5,578,857	-	(5,578,857)	*
Total Governmental Funds Revenue	20,123,863	21,160,867	5,623,999	6,352,981	53,261,710	54,597,751	1,336,041	2.45%
EXPENDITURE SUMMARY:								
General Fund								
General & Administrative	1,604,018	1,960,666	1,454,483	2,245,827	7,264,994	9,222,318	1,957,324	21.22%
Police Department	1,906,451	2,331,523	2,047,665	2,869,739	9,155,378	9,446,760	291,382	3.08%
Fire Department & Emergency Services	442,441	641,294	573,181	709,507	2,366,423	2,462,063	95,640	3.88%
Planning & Development	385,307	500,157	392,125	565,331	1,842,920	1,959,379	116,459	5.94%
Sanitation	845,703	966,569	786,859	1,225,155	3,824,286	3,886,725	62,439	1.61%
Street Maintenance	198,058	323,235	250,582	442,572	1,214,447	1,449,559	235,112	16.22%
Parks & Recreation	1,317,599	1,743,287	1,872,477	2,074,623	7,007,986	7,909,264	901,278	11.40%
Library	177,988	254,168	226,498	314,796	973,450	1,122,332	148,882	13.27%
Other	342,064	223,929	193,680	274,147	1,033,820	1,297,790	263,970	20.34%
Employee Benefits	-	-	-	-	-	-	-	*
Operating Transfers	-	-	-	-	-	7,068,000	7,068,000	100.00%
Total General Fund	7,219,629	8,944,828	7,797,550	10,721,697	34,683,704	45,824,190	11,140,486	24.31%
Debt Service Fund	435	5,769,715	4,454	522,263	6,296,867	6,689,214	392,347	5.87%
Golf Course Lease Fund	19,602	55,092	11,414	81,930	168,038	163,713	(4,325)	--
Special Revenue Funds	134,244	259,737	365,269	492,276	1,251,526	1,912,137	660,611	34.55%
Capital Improvement Bond Funds	1,546,583	3,088,758	2,654,496	3,129,233	10,419,070	-	(10,419,070)	-
Total Governmental Funds Expenditures	8,920,493	18,118,130	10,833,183	14,947,399	52,819,205	54,589,254	1,770,049	3.24%
Governmental Funds Revenues O/(U) Expenditures	\$ 11,203,370	\$ 3,042,737	\$ (5,209,184)	\$ (8,594,418)	\$ 442,505	\$ 8,497		
UTILITY FUNDS								
REVENUE SUMMARY:								
Water/Sewer Fund	\$ 1,827,409	\$ 2,636,384	\$ 2,639,151	\$ 3,720,543	\$ 10,823,487	\$ 12,319,155	\$ 1,495,668	12.14%
Storm Water Fund	49,245	77,055	76,124	99,557	301,981	351,000	49,019	13.97%
Other	44,618	724,558	86,442	125,241	980,859	-	(980,859)	*
Total Utility Fund Revenue	1,921,272	3,437,997	2,801,717	3,945,341	12,106,327	12,670,155	563,828	4.45%
EXPENSES SUMMARY:								
General & Administrative	249,262	365,007	178,782	315,434	1,108,485	1,325,524	217,039	16.37%
Water Expenses	746,357	1,797,362	953,933	1,551,893	5,049,645	6,049,770	1,000,125	16.53%
Sewer Expenses	209,990	290,836	265,320	393,555	1,159,701	1,537,182	377,481	24.56%
Storm Water Expenses	56,782	136,383	9,535	(97,055)	105,645	351,000	245,355	69.90%
Debt Service & Related Fees	2,315	299	-	3,500	6,114	2,860,337	2,854,223	99.79%
Operating Transfers	44,448	1,976,359	86,160	662,294	2,769,261	98,200	(2,671,061)	--
Other	71,775	202,262	66,233	270,942	611,212	357,832	(253,380)	--
Employee Benefits	24,768	16,258	15,705	7,145	63,876	90,310	26,434	29.27%
Total Utility Fund Expenses	1,405,697	4,784,766	1,575,668	3,107,808	10,873,939	12,670,155	1,796,216	14.18%
Utility Fund Revenues O/(U) Expenses	\$ 515,575	\$ (1,346,769)	\$ 1,226,049	\$ 837,533	\$ 1,232,388	\$ -		
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Capital Improvements Fund Revenue	\$ 143	\$ 194	\$ 270	\$ 345	\$ 952	\$ 10,569,972	\$ 10,569,020	99.99%
Total Capital Improvements Fund Revenue	\$ 143	\$ 194	\$ 270	\$ 345	\$ 952	\$ 10,569,972	\$ 10,569,020	99.99%
EXPENDITURE SUMMARY:								
General Government	188,206	362,365	1,193,019	1,668,820	3,412,410	7,303,824	3,891,414	53.28%
IT Services	-	-	-	-	-	-	-	*
Police Department	-	-	-	-	-	-	-	*
Fire Department	-	-	-	-	-	-	-	*
Planning & Development	-	-	35,406	124,859	160,265	165,000	4,735	2.87%
Sanitation	-	-	-	-	-	-	-	*
Street Maintenance	120,897	360,926	103,258	126,033	711,114	2,718,148	2,007,034	73.84%
Storm Water	-	71,285	58,436	-	129,721	215,000	85,279	39.66%
Parks & Recreation	-	-	-	-	-	68,000	68,000	100.00%
Golf Course Maintenance	-	-	-	-	-	-	-	*
Library	-	-	-	-	-	-	-	*
Contingency	-	-	17,325	1,925	19,250	100,000	80,750	80.75%
Total Capital Improvements Fund Expenditures	309,103	794,576	1,407,444	1,921,637	4,432,760	10,569,972	6,137,212	58.06%
Capital Improvements Fund Revenues O/(U) Expenditures	\$ (308,960)	\$ (794,382)	\$ (1,407,174)	\$ (1,921,292)	\$ (4,431,808)	\$ -		

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2017 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2016	Qtr 2 3/31/2017	Qtr 3 6/30/2017	Qtr 4 9/30/2017	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>FIDUCIARY FUNDS</u>								
REVENUE SUMMARY:								
LEPC Fund	\$ 3,000	\$ 50,065	\$ 21,108	\$ 30,381	\$ 104,554	\$ -	\$ (104,554)	*
Senior Citizens Fund	116	158	220	281	775	-	(775)	*
Total Fiduciary Funds Revenue	3,116	50,223	21,328	30,662	105,329	-	(105,329)	*
EXPENDITURE SUMMARY:								
LEPC Fund	4,900	20,892	4,727	45,612	76,131	-	(76,131)	*
Senior Citizens Fund	-	-	-	-	-	-	-	*
Total Fiduciary Funds Expenditures	4,900	20,892	4,727	45,612	76,131	-	(76,131)	*
Fiduciary Funds Revenues O/(U) Expenditures	\$ (1,784)	\$ 29,331	\$ 16,601	\$ (14,950)	\$ 29,198	\$ -		
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 144,903	\$ 397,905	\$ 442,398	\$ 657,631	\$ 1,642,837	\$ 3,642,188	\$ 1,999,351	54.89%
Fire Control Prevention and EMS District	143,673	398,794	419,028	679,226	1,640,721	1,720,362	79,641	4.63%
Total Special Revenue Districts Revenue	288,576	796,699	861,426	1,336,857	3,283,558	5,362,550	2,078,992	38.77%
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	181,981	1,240,190	806,746	647,580	2,876,497	3,642,188	765,691	21.02%
Fire Control Prevention and EMS District	186,323	439,647	404,214	317,325	1,347,509	1,720,362	372,853	21.67%
Total Special Revenue Districts Expenditures	368,304	1,679,837	1,210,960	964,905	4,224,006	5,362,550	1,138,544	21.23%
Special Revenue Districts Revenues O/(U) Expenditures	\$ (79,728)	\$ (883,138)	\$ (349,534)	\$ 371,952	\$ (940,448)	\$ -		
<u>TYPE B CORPORATION</u>								
REVENUE SUMMARY:								
Deer Park Community Development Corporation	\$ 261,241	\$ 792,287	\$ 821,534	\$ 1,333,703	\$ 3,208,765	\$ 3,296,596	\$ 87,831	2.66%
Total DPCDC Fund Revenue	261,241	792,287	821,534	1,333,703	3,208,765	3,296,596	87,831	2.66%
EXPENDITURE SUMMARY:								
Deer Park Community Development Corporation	17,474	2,155,098	767,053	70,401	3,010,026	3,296,596	286,570	8.69%
Total DPCDC Fund Expenditures	17,474	2,155,098	767,053	70,401	3,010,026	3,296,596	286,570	8.69%
DPCDC Revenues O/(U) Expenditures	\$ 243,767	\$ (1,362,811)	\$ 54,481	\$ 1,263,302	\$ 198,739	\$ -		
<u>FUND BALANCE</u>								
Beginning Fund Balance - General Fund	\$ 38,564,701	\$ 48,970,987	\$ 52,204,862	\$ 48,782,779	\$ 38,564,701			
Revenues Over/(Under) Expenditures	10,406,286	3,233,875	(3,422,083)	(5,823,152)	4,394,926			
Ending Fund Balance - General Fund	\$ 48,970,987	\$ 52,204,862	\$ 48,782,779	\$ 42,959,627	\$ 42,959,627			
Beginning Fund Balance - Water Sewer Fund	\$ 21,464,046	\$ 21,942,540	\$ 20,030,403	\$ 21,103,421	\$ 21,464,046			
Revenues Over/(Under) Expenditures	478,494	(1,912,137)	1,073,016	701,499	340,874			
Ending Fund Balance - Water Sewer Fund	\$ 21,942,540	\$ 20,030,403	\$ 21,103,421	\$ 21,804,920	\$ 21,804,920			

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

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2017 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Prior Fiscal Year			
	Qtr 1 12/31/2016	Qtr 2 3/31/2017	Qtr 3 6/30/2017	Qtr 4 9/30/2017	FY17 YTD Actual	FY16 YTD Actual	Difference O/(U) Prior YTD	FY16 FYE Total
GOVERNMENTAL FUNDS								
REVENUE SUMMARY:								
General Fund	\$ 17,625,915	\$ 12,178,703	\$ 4,375,467	\$ 4,898,545	\$ 39,078,630	\$ 40,122,536	\$ (1,043,906)	\$ 40,122,536
Debt Service Fund	2,380,527	4,646,407	126,339	41,484	7,194,757	11,420,780	(4,226,023)	11,420,780
Golf Course Lease Fund	-	26,768	2,974	-	29,742	284,973	(255,231)	284,973
Special Revenue Funds	55,933	292,227	264,246	767,318	1,379,724	1,769,484	(389,760)	1,769,484
Capital Improvement Bond Funds	61,488	4,016,762	854,973	645,634	5,578,857	12,524,269	(6,945,412)	12,524,269
Total Governmental Funds Revenue	20,123,863	21,160,867	5,623,999	6,352,961	53,261,710	66,122,042	(12,860,332)	66,122,042
EXPENDITURE SUMMARY:								
General Fund								
General & Administrative	1,604,018	1,960,666	1,454,483	2,245,827	7,264,994	6,902,411	362,583	6,902,411
Police Department	1,906,451	2,331,523	2,047,665	2,869,739	9,155,378	8,701,667	453,711	8,701,667
Fire Department & Emergency Services	442,441	641,294	573,181	709,507	2,366,423	2,232,151	134,272	2,232,151
Planning & Development	385,307	500,157	392,125	565,331	1,842,920	1,896,559	(53,639)	1,896,559
Sanitation	845,703	966,569	786,859	1,225,155	3,824,286	3,753,957	70,329	3,753,957
Street Maintenance	198,058	323,235	250,582	442,572	1,214,447	1,166,591	47,856	1,166,591
Parks & Recreation	1,317,599	1,743,287	1,872,477	2,074,623	7,007,986	6,405,314	602,672	6,405,314
Library	177,988	254,168	226,498	314,796	973,450	997,413	(23,963)	997,413
Other	342,064	223,929	193,680	274,147	1,033,820	1,005,665	28,155	1,005,665
Employee Benefits	-	-	-	-	-	-	-	-
Operating Transfers	-	-	-	-	-	2,816,752	(2,816,752)	2,816,752
Total General Fund	7,219,629	8,944,828	7,797,550	10,721,697	34,683,704	35,878,480	(1,194,776)	35,878,480
Debt Service Fund	435	5,769,715	4,454	522,263	6,296,867	11,036,103	(4,739,236)	11,036,103
Golf Course Lease Fund	19,602	55,092	11,414	81,930	168,038	386,318	(218,280)	386,318
Special Revenue Funds	134,244	259,737	365,269	492,276	1,251,526	1,364,432	(112,906)	1,364,432
Capital Improvement Bond Funds	1,546,583	3,088,758	2,654,496	3,129,233	10,419,070	5,139,792	5,279,278	5,139,792
Total Governmental Funds Expenditures	8,920,493	18,118,130	10,833,183	14,947,399	52,819,205	53,805,125	(985,920)	53,805,125
Governmental Funds Revenues O/(U) Expenditures	\$ 11,203,370	\$ 3,042,737	\$ (5,209,184)	\$ (8,594,418)	\$ 442,505	\$ 12,316,917	\$ (11,874,412)	\$ 12,316,917
UTILITY FUNDS								
REVENUE SUMMARY:								
Water/Sewer Fund	\$ 1,827,409	\$ 2,636,384	\$ 2,639,151	\$ 3,720,543	\$ 10,823,487	\$ 10,305,936	\$ 517,551	\$ 10,305,936
Storm Water Fund	49,245	77,055	76,124	99,557	301,981	278,250	23,731	278,250
Other	44,618	724,558	86,442	125,241	980,859	1,053,145	(72,286)	1,053,145
Total Utility Funds Revenue	1,921,272	3,437,997	2,801,717	3,945,341	12,106,327	11,637,331	468,996	11,637,331
EXPENSES SUMMARY:								
General & Administrative	249,262	365,007	178,782	315,434	1,108,485	900,775	207,710	900,775
Water Expenses	746,357	1,797,362	953,933	1,551,993	5,049,645	3,827,523	1,222,122	3,827,523
Sewer Expenses	209,990	290,836	265,320	393,555	1,159,701	1,183,129	(23,428)	1,183,129
Storm Water Expenses	56,782	136,383	9,535	(97,055)	105,645	647,044	(541,399)	647,044
Debt Service & Related Fees	2,315	299	-	3,500	6,114	(12,007)	18,121	(12,007)
Operating Transfers	44,448	1,976,359	86,160	662,294	2,769,261	2,500,564	268,697	2,500,564
Other	71,775	202,262	66,233	270,942	611,212	490,582	120,630	490,582
Employee Benefits	24,768	16,258	15,705	7,145	63,876	214,893	(151,017)	214,893
Total Utility Funds Expenses	1,405,697	4,784,766	1,575,668	3,107,808	10,873,939	9,752,503	1,121,436	9,752,503
Utility Funds Revenues O/(U) Expenses	\$ 515,575	\$ (1,346,769)	\$ 1,226,049	\$ 837,533	\$ 1,232,388	\$ 1,884,828	\$ (652,440)	\$ 1,884,828
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Capital Improvements Fund Revenue	\$ 143	\$ 194	\$ 270	\$ 345	\$ 952	\$ 2,130,394	\$ 2,129,442	\$ 2,130,394
Total Capital Improvements Fund Revenue	\$ 143	\$ 194	\$ 270	\$ 345	\$ 952	\$ 2,130,394	\$ 2,129,442	\$ 2,130,394
EXPENDITURE SUMMARY:								
General Government	188,206	362,365	1,193,019	1,668,820	3,412,410	283,575	3,128,835	283,575
IT Services	-	-	-	-	-	-	-	-
Police Department	-	-	-	-	-	-	-	-
Fire & EMS Services	-	-	-	-	-	-	-	-
Planning & Development	-	-	35,406	124,859	160,265	84,755	75,510	84,755
Sanitation	-	-	-	-	-	-	-	-
Street Maintenance	120,897	360,926	103,258	126,033	711,114	280,525	430,589	280,525
Storm Water	-	71,285	58,436	-	129,721	-	129,721	-
Parks & Recreation	-	-	-	-	-	-	-	-
Golf Course Maintenance	-	-	-	-	-	-	-	-
Library	-	-	-	-	-	-	-	-
Contingency	-	-	17,325	1,925	19,250	-	19,250	-
Total Capital Improvements Fund Expenditures	309,103	794,576	1,407,444	1,921,837	4,432,760	648,855	3,783,905	648,855
Capital Improvements Fund Revenues O/(U) Expenditures	\$ (308,960)	\$ (794,382)	\$ (1,407,174)	\$ (1,921,292)	\$ (4,431,808)	\$ 1,481,539	\$ (1,654,463)	\$ 1,481,539

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2017 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Prior Fiscal Year			
	Qtr 1 12/31/2016	Qtr 2 3/31/2017	Qtr 3 6/30/2017	Qtr 4 9/30/2017	FY17 YTD Actual	FY16 YTD Actual	Difference O/(U) Prior YTD	FY16 FYE Total
<u>FIDUCIARY FUNDS</u>								
REVENUE SUMMARY:								
LEPC Fund	\$ 3,000	\$ 50,065	\$ 21,108	\$ 21,108	\$ 95,281	\$ 122,229	\$ (26,948)	\$ 122,229
Senior Citizens Fund	116	158	220	220	714	1,072	(358)	1,072
Total Fiduciary Funds Revenue	3,116	50,223	21,328	21,328	95,995	123,301	(27,306)	123,301
EXPENDITURE SUMMARY:								
LEPC Fund	4,900	20,892	4,727	4,727	35,246	123,372	(88,126)	123,372
Senior Citizens Fund	-	-	-	-	-	-	-	-
Total Fiduciary Funds Expenditures	4,900	20,892	4,727	4,727	35,246	123,372	(88,126)	123,372
Fiduciary Funds Revenues O/(U) Expenditures	\$ (1,784)	\$ 29,331	\$ 16,601	\$ 16,601	\$ 60,749	\$ (71)	\$ 60,820	\$ (71)
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 144,903	\$ 397,905	\$ 442,398	\$ 442,398	\$ 1,427,604	\$ 1,690,875	\$ (263,271)	\$ 1,690,875
Fire Control Prevention and EMS District	143,673	398,794	419,028	419,028	1,380,523	1,675,393	(294,870)	1,675,393
Total Special Revenue Districts Revenue	288,576	796,699	861,426	861,426	2,808,127	3,366,268	(558,141)	3,366,268
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	181,981	1,240,190	806,746	806,746	3,035,663	778,842	2,256,821	778,842
Fire Control Prevention and EMS District	186,323	439,647	404,214	404,214	1,434,398	920,245	514,153	920,245
Total Special Revenue Districts Expenditures	368,304	1,679,837	1,210,960	1,210,960	4,470,061	1,699,087	2,770,974	1,699,087
Special Revenue Districts Revenues O/(U) Expenditures	\$ (79,728)	\$ (883,138)	\$ (349,534)	\$ (349,534)	\$ (1,661,934)	\$ 1,667,181	\$ (3,329,115)	\$ 1,667,181
<u>TYPE B CORPORATION</u>								
REVENUE SUMMARY:								
Deer Park Community Development Corporation	\$ 261,241	\$ 792,287	\$ 821,534	\$ 821,534	\$ 2,696,596	\$ 3,272,296	\$ (575,700)	\$ 3,272,296
Total DPCDC Fund Revenue	261,241	792,287	821,534	821,534	\$ 2,696,596	\$ 3,272,296	\$ (575,700)	\$ 3,272,296
EXPENDITURE SUMMARY:								
Deer Park Community Development Corporation	17,474	2,155,098	767,053	767,053	3,706,678	229,606	3,477,072	229,606
Total DPCDC Fund Expenditures	17,474	2,155,098	767,053	767,053	3,706,678	229,606	3,477,072	229,606
DPCDC Revenues O/(U) Expenditures	\$ 243,767	\$ (1,362,811)	\$ 54,481	\$ 54,481	\$ (1,010,082)	\$ 3,042,690	\$ (4,052,772)	\$ 3,042,690

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2017 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2016	Qtr 2 3/31/2017	Qtr 3 6/30/2017	Qtr 4 9/30/2017	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
GENERAL FUND								
REVENUE SUMMARY:								
Taxes	\$ 16,332,904	\$ 10,568,566	\$ 2,703,019	\$ 3,211,168	\$ 32,815,657	\$ 32,588,878	\$ (226,779)	**
Service Fees	211,629	301,723	294,700	420,123	1,228,175	1,168,000	(60,175)	**
Fines	330,008	447,625	457,386	423,323	1,658,342	1,548,200	(110,142)	**
Permits & Licenses	83,598	116,866	107,362	111,956	419,782	489,900	70,118	14.31%
User Fees	528,711	588,666	624,736	571,676	2,313,789	1,559,400	(754,389)	**
Other	139,065	155,257	185,789	149,933	630,044	8,459,812	7,829,768	92.55%
Special Revenue	-	-	2,475	10,366	12,841	10,000	(2,841)	**
Total Revenue	17,625,915	12,178,703	4,375,467	4,898,545	39,078,630	45,824,190	6,745,560	14.72%
EXPENDITURE SUMMARY:								
Mayor & Council	17,098	9,826	13,263	10,094	50,281	63,350	13,069	20.63%
City Manager	175,779	233,965	204,286	265,177	879,207	910,202	30,995	3.41%
Boards & Commissions	2,992	3,158	2,850	3,347	12,347	15,408	3,061	19.87%
Municipal Court	77,309	110,610	90,763	118,870	397,552	419,506	21,954	5.23%
General Government	630,228	794,670	536,131	892,963	2,853,992	4,610,207	1,756,215	38.09%
Legal Services	29,812	25,954	34,452	39,169	129,387	152,000	22,613	14.88%
Personnel	71,485	83,559	74,309	93,352	322,705	343,225	20,520	5.98%
IT Services	374,833	408,788	290,433	512,040	1,586,094	1,591,559	5,465	0.34%
Finance	119,197	187,837	134,380	206,908	648,322	663,161	14,839	2.24%
City Secretary	105,285	102,299	73,616	103,907	385,107	453,700	68,593	15.12%
Police	1,906,451	2,331,523	2,047,665	2,869,739	9,155,378	9,446,760	291,382	3.08%
Emergency Management	79,780	136,132	93,403	145,963	455,278	446,259	(9,019)	**
Fire Department	111,927	135,788	191,196	155,595	594,506	687,712	93,206	13.55%
Ambulance Services	216,247	333,255	256,479	364,607	1,170,588	1,176,424	5,836	0.50%
Fire Marshal	34,487	36,119	32,103	43,342	146,051	151,668	5,617	3.70%
Central Warehouse	15,508	19,598	17,049	21,851	74,006	76,355	2,349	3.08%
Planning & Development	385,307	500,157	392,125	565,331	1,842,920	1,959,379	116,459	5.94%
Sanitation	845,703	966,569	786,859	1,225,155	3,824,286	3,886,725	62,439	1.61%
Street Maintenance	198,058	323,235	250,582	442,572	1,214,447	1,449,559	235,112	16.22%
Fleet Maintenance	278,865	124,582	116,974	180,266	700,687	962,702	262,015	27.22%
Humane Services	47,691	79,749	59,657	72,030	259,127	258,733	(394)	**
Beautification	29,500	29,500	-	(59,000)	-	25,000	25,000	100.00%
Park Maintenance	366,938	609,360	846,506	951,996	2,774,800	3,259,668	484,868	14.87%
Recreation	295,752	398,738	304,969	354,769	1,354,228	1,559,153	204,925	13.14%
Athletics & Aquatics	126,352	184,420	261,993	267,498	840,263	874,318	34,055	3.90%
Building Maintenance	123,465	155,598	175,467	187,128	641,658	687,571	45,913	6.68%
Senior Services	132,807	155,640	110,470	158,857	557,774	562,589	4,815	0.86%
After School Program	74,253	71,720	72,731	94,800	313,504	393,645	80,141	20.36%
Drama	168,532	138,311	100,341	118,575	525,759	547,320	21,561	3.94%
Library	177,988	254,168	226,498	314,796	973,450	1,122,332	148,882	13.27%
Employee Benefits	-	-	-	-	-	-	-	*
Operating Transfer to Golf Course Lease	-	-	-	-	-	-	-	*
Operating Transfer to Capital Improvement Fund	-	-	-	-	-	7,068,000	7,068,000	100.00%
Total Expenditures	7,219,629	8,944,828	7,797,550	10,721,697	34,683,704	45,824,190	11,140,486	24.31%
General Fund Revenues O/(U) Expenditures	\$ 10,406,286	\$ 3,233,875	\$ (3,422,083)	\$ (5,823,152)	\$ 4,394,926	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 38,564,701	\$ 48,970,987	\$ 52,204,862	\$ 48,782,779	\$ 38,564,701
Revenues Over/(Under) Expenditures	10,406,286	3,233,875	(3,422,083)	(5,823,152)	4,394,926
Ending Fund Balance	\$ 48,970,987	\$ 52,204,862	\$ 48,782,779	\$ 42,959,627	\$ 42,959,627

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2017 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2016	Qtr 2 3/31/2017	Qtr 3 6/30/2017	Qtr 4 9/30/2017	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
DEBT SERVICE FUND								
REVENUE SUMMARY:								
Taxes	\$ 2,363,345	\$ 2,528,621	\$ 95,880	\$ (51,644)	\$ 4,936,202	\$ 4,411,733	\$ (524,469)	--
Other	17,182	2,117,786	30,459	93,128	2,258,555	2,277,481	18,926	0.83%
Total Revenue	2,380,527	4,646,407	126,339	41,484	7,194,757	6,689,214	(505,543)	--
EXPENDITURE SUMMARY:								
Paying Agent Fees/Escrow Payment/Issuance Costs	435	3,452	4,454	1,250	9,591	100,000	90,409	90.41%
Principal Payments	-	5,206,315	-	-	5,206,315	5,210,040	3,725	0.07%
Interest Payments	-	559,948	-	521,013	1,080,961	1,379,174	298,213	21.62%
Total Expenditures	435	5,769,715	4,454	522,263	6,296,867	6,689,214	392,347	5.87%
Debt Service Fund Revenues O/(U) Expenditures	\$ 2,380,092	\$ (1,123,308)	\$ 121,885	\$ (480,779)	\$ 897,890	\$ -		
FUND BALANCE								
Beginning Fund Balance	\$ 3,803,201	\$ 6,183,293	\$ 5,059,985	\$ 5,181,870	\$ 3,803,201			
Revenues Over/(Under) Expenditures	2,380,092	(1,123,308)	121,885	(480,779)	897,890			
Ending Fund Balance	\$ 6,183,293	\$ 5,059,985	\$ 5,181,870	\$ 4,701,091	\$ 4,701,091			

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2017 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2016</u>	<u>Qtr 2</u> <u>3/31/2017</u>	<u>Qtr 3</u> <u>6/30/2017</u>	<u>Qtr 4</u> <u>9/30/2017</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>GOLF COURSE LEASE FUND</u>								
REVENUE SUMMARY:								
User Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	*
Other Revenue	-	-	-	-	-	93,713	93,713	100.00%
Restricted Revenue	-	26,768	2,974	-	29,742	70,000	40,258	57.51%
Total Revenue	-	26,768	2,974	-	29,742	163,713	133,971	81.83%
EXPENDITURE SUMMARY:								
Operating Expenditures	19,602	55,092	11,414	81,930	168,038	163,713	(4,325)	**
Total Expenditures	19,602	55,092	11,414	81,930	168,038	163,713	(4,325)	**
Golf Course Lease Fund Revenues O/(U) Expenditures	\$ (19,602)	\$ (28,324)	\$ (8,440)	\$ (81,930)	\$ (138,296)	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 147,150	\$ 127,548	\$ 99,224	\$ 90,784	\$ 147,150
Revenues Over/(Under) Expenditures	(19,602)	(28,324)	(8,440)	(81,930)	(138,296)
Ending Fund Balance	\$ 127,548	\$ 99,224	\$ 90,784	\$ 8,854	\$ 8,854

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2017 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2016	Qtr 2 3/31/2017	Qtr 3 6/30/2017	Qtr 4 9/30/2017	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>SPECIAL REVENUE FUNDS</u>								
REVENUE SUMMARY:								
Hotel Occupancy Tax Fund	\$ -	\$ 135,135	\$ 168,227	\$ 318,784	\$ 622,146	\$ 978,286	\$ 356,140	36.40%
Police Forfeiture Fund	741	1,465	72	91	2,369	29,179	26,810	91.88%
Other	5,045	94,654	27,941	87,859	215,499	-	(215,499)	*
Municipal Court Fund	50,041	60,829	67,806	63,211	241,887	377,669	135,782	35.95%
Disaster Declarations	-	-	-	204,453	204,453	-	-	*
Grant Fund	-	-	-	92,663	92,663	535,500	442,837	82.70%
Street Assessment Fund	78	106	147	189	520	-	(520)	*
East Blvd Fund	28	38	53	68	187	-	(187)	*
Total Revenue	55,933	292,227	264,246	767,318	1,379,724	1,920,634	745,363	38.81%
EXPENDITURE SUMMARY:								
Hotel Occupancy Tax Fund	83,653	85,061	120,368	239,014	528,096	978,286	450,190	46.02%
Police Forfeiture Fund	3,011	252	1,223	14,376	18,862	29,179	10,317	35.36%
Other	962	26,202	26,851	76,538	130,553	-	-	*
Municipal Court Fund	40,570	54,540	51,572	34,245	180,927	369,172	188,245	50.99%
Disaster Declarations	6,020	93,644	165,202	57,047	321,913	-	-	*
Grant Fund	-	-	-	70,988	70,988	535,500	464,512	86.74%
Street Assessment Fund	-	-	-	-	-	-	-	*
East Blvd Fund	28	38	53	68	187	-	(187)	*
Total Expenditures	134,244	259,737	365,269	492,276	1,251,526	1,912,137	1,113,077	58.21%
Special Revenue Funds Revenues O/(U) Expenditures	\$ (78,311)	\$ 32,490	\$ (101,023)	\$ 275,042	\$ 128,198	\$ 8,497		

FUND BALANCE

Beginning Fund Balance	\$ 2,627,942	\$ 2,549,631	\$ 2,582,121	\$ 2,481,098	\$ 2,627,942
Revenues Over/(Under) Expenditures	(78,311)	32,490	(101,023)	275,042	128,198
Ending Fund Balance	\$ 2,549,631	\$ 2,582,121	\$ 2,481,098	\$ 2,756,140	\$ 2,756,140

Ending Fund Balance by Fund:

11 - Hotel Occupancy Tax Fund	\$ 998,458	\$ 1,048,532	\$ 1,096,391	\$ 1,176,161	\$ 1,176,161
12 - Police Forfeiture Fund	25,662	26,874	25,724	11,439	11,439
14 - Other	542,849	611,301	612,391	623,712	623,712
19 - Municipal Court Fund	249,773	256,062	272,296	301,262	301,262
21 - Hurricane Ike	816,406	816,406	816,406	816,406	816,406
22 - Disaster Declarations	(211,388)	(305,031)	(470,234)	(322,828)	(322,828)
24 - Grant Fund	6,130	6,130	6,130	27,805	27,805
30 - Street Assessment Fund	94,765	94,871	95,018	95,207	95,207
38 - East Blvd Fund	26,976	26,976	26,976	26,976	26,976
Total Special Revenue Funds	\$ 2,549,631	\$ 2,582,121	\$ 2,481,098	\$ 2,756,140	\$ 2,756,140

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2017 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2016	Qtr 2 3/31/2017	Qtr 3 6/30/2017	Qtr 4 9/30/2017	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>CAPITAL IMPROVEMENT BOND FUNDS</u>								
REVENUE SUMMARY:								
CIBF 2001	\$ 62	\$ 85	\$ 101	\$ -	\$ 248	\$ -	\$ (248)	*
CIBF 2005	870	1,184	1,499	807	4,360	-	(4,360)	*
CIBF 2007	2,959	4,026	5,344	4,915	17,244	-	(17,244)	*
CIBF 2010	1,752	2,383	3,313	4,242	11,690	-	(11,690)	*
CIBF 2010 (Refunding)	-	-	-	-	-	-	-	*
CIBF 2011	1,948	155,949	3,534	55,631	217,062	-	(217,062)	*
CIBF 2012	2,360	217,236	4,462	63,186	287,244	-	(287,244)	*
CIBF 2013	849	167,041	1,381	111,383	280,654	-	(280,654)	*
CIBF 2014 (CO)	3,513	218,676	5,784	112,805	340,778	-	(340,778)	*
CIBF 2014 (GO)	1,200	1,541	1,814	117	4,672	-	(4,672)	*
CIBF 2015	8,303	10,667	14,537	19,049	52,556	-	(52,556)	*
CIBF 2015-A	6,690	262,507	11,545	116,214	396,956	-	(396,956)	*
CIBF 2016 & 2017 (DPCDC)	26,770	2,714,673	787,835	32,273	3,561,551	-	(3,561,551)	*
CIBF 2016-A	4,212	260,794	13,824	125,012	403,842	-	(403,842)	*
Total Revenue	61,488	4,016,762	854,973	645,634	5,578,857	-	(5,578,857)	*
EXPENDITURE SUMMARY:								
CIBF 2001	62	85	101	-	248	-	(248)	*
CIBF 2005	870	100,421	221,175	807	323,273	-	(323,273)	*
CIBF 2007	239,010	243,650	349,967	198,139	1,030,766	-	(1,030,766)	*
CIBF 2010	185,287	2,383	21,958	5,622	215,250	-	(215,250)	*
CIBF 2010 (Refunding)	-	-	-	-	-	-	-	*
CIBF 2011	20,484	292,790	158,101	1,033,282	1,504,657	-	(1,504,657)	*
CIBF 2012	-	59,026	999	57,477	117,502	-	(117,502)	*
CIBF 2013	2,755	149,700	-	110,400	262,855	-	(262,855)	*
CIBF 2014 (CO)	442,517	164,707	105,130	225,859	938,213	-	(938,213)	*
CIBF 2014 (GO)	1,200	1,541	1,814	117	4,672	-	(4,672)	*
CIBF 2015	10,303	89,061	14,537	378,985	492,886	-	(492,886)	*
CIBF 2015-A	209,237	199,498	305,843	381,602	1,096,180	-	(1,096,180)	*
CIBF 2016 & 2017 (DPCDC)	315,504	1,705,226	1,474,871	420,772	3,916,373	-	(3,916,373)	*
CIBF 2016-A	119,354	80,670	-	316,171	516,195	-	(516,195)	*
Total Expenditures	1,546,583	3,088,758	2,654,496	3,129,233	10,419,070	-	(10,419,070)	*
CIBF Revenues O/(U) Expenditures	\$ (1,485,095)	\$ 928,004	\$ (1,799,523)	\$ (2,483,599)	\$ (4,840,213)	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 22,527,020	\$ 21,041,925	\$ 21,969,929	\$ 20,170,406	\$ 22,527,020
Revenues Over/(Under) Expenditures	(1,485,095)	928,004	(1,799,523)	(2,483,599)	(4,840,213)
Ending Fund Balance	\$ 21,041,925	\$ 21,969,929	\$ 20,170,406	\$ 17,686,807	\$ 17,686,807

Ending Fund Balance by Fund:

23 - Series 2016 & 2017 (DPCDC)	\$ 8,547,328	\$ 9,556,775	\$ 8,869,739	\$ 8,481,240	\$ 8,481,240
26 - Series 2015	7,496,172	7,417,778	7,417,778	7,057,842	7,057,842
27 - Series 2014 GO	-	-	-	-	-
28 - Series 2013	(164,313)	(146,972)	(145,591)	(144,607)	(144,607)
29 - Series 2012	(33,597)	124,613	128,075	133,785	133,785
31 - Series 2001	-	-	-	-	-
32 - Series 2010	2,604,976	2,604,976	2,586,331	2,584,951	2,584,951
33 - Series 2010 Refunding	(67,040)	(67,040)	(67,040)	(67,040)	(67,040)
34 - Series 2007	2,496,647	2,257,023	1,912,401	1,719,176	1,719,176
35 - Series 2005	640,181	540,944	321,268	321,268	321,268
39 - Series 2011	175,638	38,797	(115,771)	(1,093,421)	(1,093,421)
48 - Series 2014 CO	(362,853)	(308,884)	(408,229)	(521,284)	(521,284)
49 - Series 2015-A	(176,072)	(113,063)	(407,361)	(672,749)	(672,749)
51 - Series 2016-A	(115,142)	64,982	78,806	(112,354)	(112,354)
Total CIBF	\$ 21,041,925	\$ 21,969,929	\$ 20,170,406	\$ 17,686,807	\$ 17,686,807

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2017 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2016	Qtr 2 3/31/2017	Qtr 3 6/30/2017	Qtr 4 9/30/2017	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>WATER/SEWER FUND</u>								
REVENUE SUMMARY:								
Service Fees	\$ 1,815,748	\$ 2,616,739	\$ 2,616,359	\$ 3,699,039	\$ 10,747,885	\$ 10,701,500	\$ (46,385)	**
Permits & Licenses	8,915	16,413	18,481	16,428	60,237	85,000	24,763	29.13%
Other	2,746	3,232	4,311	5,076	15,365	1,532,655	1,517,290	99.00%
Total Revenue	1,827,409	2,636,384	2,639,151	3,720,543	10,823,487	12,319,155	1,495,668	12.14%
EXPENDITURE SUMMARY:								
Public Works Administration	125,928	206,095	45,823	121,743	499,589	678,989	179,400	26.42%
Water Maintenance	240,056	479,897	368,707	612,335	1,700,995	1,919,056	218,061	11.36%
Central Collections	123,334	158,912	132,959	193,691	608,896	646,535	37,639	5.82%
Meter Readers	71,775	102,400	66,233	85,123	325,531	357,832	32,301	9.03%
Wastewater Treatment	209,990	290,836	265,320	393,555	1,159,701	1,537,182	377,481	24.56%
Water Treatment Plant	506,301	1,317,465	585,226	939,658	3,348,650	4,130,714	782,064	18.93%
Employee Benefits	24,768	16,258	15,705	7,145	63,876	90,310	26,434	29.27%
Paying Agent Fees	2,315	299	-	3,500	6,114	12,000	5,886	49.05%
Principal Payments	-	-	-	-	-	1,564,960	1,564,960	100.00%
Interest Expense	-	-	-	-	-	1,283,377	1,283,377	100.00%
Transfer to Debt Service Fund	-	-	-	-	-	-	-	*
Transfer to General Fund	-	-	-	-	-	-	-	*
Transfer to Funds 46 & 47	44,448	1,976,359	86,160	662,294	2,769,261	98,200	(2,671,061)	**
Total Expenditures	1,348,915	4,548,521	1,566,133	3,019,044	10,482,613	12,319,155	1,836,542	14.91%
Water/Sewer Fund Revenues O/(U) Expenditures	\$ 478,494	\$ (1,912,137)	\$ 1,073,018	\$ 701,499	\$ 340,874	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 21,464,046	\$ 21,942,540	\$ 20,030,403	\$ 21,103,421	\$ 21,464,046
Revenues Over/(Under) Expenditures	478,494	(1,912,137)	1,073,018	701,499	340,874
Ending Fund Balance	\$ 21,942,540	\$ 20,030,403	\$ 21,103,421	\$ 21,804,920	\$ 21,804,920

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2017 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2016	Qtr 2 3/31/2017	Qtr 3 6/30/2017	Qtr 4 9/30/2017	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
OTHER UTILITY FUNDS								
REVENUE SUMMARY:								
TWDB Series 2002	\$ 44,467	\$ 84,413	\$ 86,162	\$ 82,359	\$ 297,401	\$ -	\$ (297,401)	*
Wastewater/Sanitary Sewer - Series 2002	151	640,145	280	42,882	683,458	-	(683,458)	*
Storm Water Utility Fund	49,245	77,055	76,124	99,557	301,981	351,000	49,019	13.97%
Total Revenue	93,863	801,613	162,566	224,798	1,282,840	351,000	(931,840)	**
EXPENDITURE SUMMARY:								
TWDB Series 2002	-	26,107	-	21,982	48,089	-	(48,089)	*
Wastewater/Sanitary Sewer - Series 2002	-	73,755	-	163,837	237,592	-	(237,592)	*
Storm Water Utility Fund	56,782	136,383	9,535	(97,055)	105,645	351,000	245,355	69.90%
Total Expenditures	56,782	236,245	9,535	88,764	391,326	351,000	(40,326)	**
Other Utility Funds Revenues O/(U) Expenditures	\$ 37,081	\$ 565,368	\$ 153,031	\$ 136,034	\$ 891,514	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 3,112,320	\$ 3,149,401	\$ 3,714,769	\$ 3,867,800	\$ 3,112,320
Revenues Over/(Under) Expenditures	37,081	565,368	153,031	136,034	891,514
Ending Fund Balance	\$ 3,149,401	\$ 3,714,769	\$ 3,867,800	\$ 4,003,834	\$ 4,003,834

Ending Fund Balance by Fund:

25 - Storm Water Utility Fund	\$ (209,549)	\$ (268,877)	\$ (202,288)	\$ (5,676)	\$ (5,676)
43 - 2000 Sewer Rehab	533,526	533,526	533,526	533,526	533,526
46 - 2002 TWDB	2,087,397	2,145,703	2,231,865	2,292,243	2,292,243
47 - 2002 WW SS	738,027	1,304,417	1,304,697	1,183,741	1,183,741
	\$ 3,149,401	\$ 3,714,769	\$ 3,867,800	\$ 4,003,834	\$ 4,003,834

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2017 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2016	Qtr 2 3/31/2017	Qtr 3 6/30/2017	Qtr 4 9/30/2017	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Other	\$ 143	\$ 194	\$ 270	\$ 345	\$ 952	\$ 10,569,972	\$ 10,569,020	99.99%
Total Revenue	143	194	270	345	952	10,569,972	10,569,020	99.99%
EXPENDITURE SUMMARY:								
General Government	188,206	362,365	1,193,019	1,668,820	3,412,410	7,303,824	3,891,414	53.28%
IT Services	-	-	-	-	-	-	-	*
Police	-	-	-	-	-	-	-	*
Fire Department	-	-	-	-	-	-	-	*
Planning & Development	-	-	35,406	124,859	160,265	165,000	4,735	2.87%
Sanitation	-	-	-	-	-	-	-	*
Street Maintenance	120,897	360,926	103,258	126,033	711,114	2,718,148	2,007,034	73.84%
Storm Water	-	71,285	58,436	-	129,721	215,000	85,279	39.66%
Park Maintenance	-	-	-	-	-	68,000	68,000	100.00%
Recreation	-	-	-	-	-	-	-	*
Library	-	-	-	-	-	-	-	*
Golf Course Maintenance	-	-	-	-	-	-	-	*
Contingency	-	-	17,325	1,925	19,250	100,000	80,750	80.75%
Total Expenditures	309,103	794,576	1,407,444	1,921,637	4,432,760	10,569,972	6,137,212	58.06%
Capital Improvements Fund Revenues O/(U) Expenditures	\$ (308,960)	\$ (794,382)	\$ (1,407,174)	\$ (1,921,292)	\$ (4,431,808)	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 4,728,864	\$ 4,419,904	\$ 3,625,522	\$ 2,218,348	\$ 4,728,864
Revenues Over/(Under) Expenditures	(308,960)	(794,382)	(1,407,174)	(1,921,292)	(4,431,808)
Ending Fund Balance	\$ 4,419,904	\$ 3,625,522	\$ 2,218,348	\$ 297,056	\$ 297,056

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
DETAIL OF CAPITAL IMPROVEMENTS FUND EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2017 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2016</u>	<u>Qtr 2</u> <u>1/0/1900</u>	<u>Qtr 3</u> <u>6/30/2017</u>	<u>Qtr 4</u> <u>9/30/2017</u>	<u>YTD</u> <u>Actual</u>	<u>Amended</u> <u>Budget</u>	<u>Remaining</u> <u>Budget</u>	<u>Remaining</u> <u>Budget %</u>
<u>General Government</u>								
Roof @ Theater/Court Building	\$ 188,206	\$ 129,360	\$ -	\$ -	\$ 317,566	\$ 303,824	\$ (13,742)	-4.52%
New City Hall	-	212,075	1,193,019	1,668,820	3,073,914	7,000,000	3,926,086	56.09%
Video Surveillance - Luella	-	20,930	-	-	20,930	-	(20,930)	*
Dow Park Pavilion	-	-	-	-	-	68,000	68,000	100.00%
<u>Planning & Development</u>								
Drainage Master Plan Projects	-	-	35,406	124,859	160,265	165,000	4,735	2.87%
<u>Street Maintenance</u>								
Consulting Engineer - Street Replacement Program	120,897	213,671	103,258	58,066	495,892	2,218,148	1,722,256	77.64%
Lane Striping Project	-	131,551	-	45,616	177,167	-	(177,167)	*
Sidewalks	-	15,704	-	22,351	38,055	500,000	461,945	92.39%
<u>Storm Water</u>								
Destiny Subdivision Detention Pond Rehab	-	-	58,436	-	58,436	75,000	16,564	22.09%
Catch Basin at Golf Course Barn Fueling Station	-	-	-	-	-	55,000	55,000	100.00%
Moss Street Drainage Project	-	71,285	-	-	71,285	85,000	13,715	16.14%
<u>Contingency</u>								
Unallocated funds	-	-	-	-	-	100,000	100,000	100.00%
Traffic Analysis - Center Street	-	-	17,325	1,925	19,250	-	(19,250)	*
Total Expenditures	\$ 309,103	\$ 794,576	\$ 1,407,444	\$ 1,921,637	\$ 4,432,760	\$ 10,569,972	\$ 6,137,212	58.06%

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2017 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2016	Qtr 2 3/31/2017	Qtr 3 6/30/2017	Qtr 4 9/30/2017	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
FIDUCIARY FUNDS								
REVENUE SUMMARY:								
LEPC Fund	\$ 3,000	\$ 50,065	\$ 21,108	\$ 30,381	\$ 104,554	\$ -	\$ (104,554)	*
Senior Citizens Fund	116	158	220	281	775	-	(775)	*
Total Revenue	3,116	50,223	21,328	30,662	105,329	-	(105,329)	*
EXPENDITURE SUMMARY:								
LEPC Fund	4,900	20,892	4,727	45,612	76,131	-	(76,131)	*
Senior Citizens Fund	-	-	-	-	-	-	-	*
Total Expenditures	4,900	20,892	4,727	45,612	76,131	-	(76,131)	*
Fiduciary Funds Revenues O/(U) Expenditures	\$ (1,784)	\$ 29,331	\$ 16,601	\$ (14,950)	\$ 29,198	\$ -		

FUND BALANCE

Beginning Fund Balance - LEPC Fund	\$ 126,884	\$ 124,984	\$ 154,157	\$ 170,538	\$ 126,884
Revenues Over/(Under) Expenditures	(1,900)	29,173	16,381	(15,231)	28,423
Ending Fund Balance - LEPC Fund	\$ 124,984	\$ 154,157	\$ 170,538	\$ 155,307	\$ 155,307
Beginning Fund Balance - Senior Citizens Fund	\$ 112,329	\$ 112,445	\$ 112,603	\$ 112,823	\$ 112,329
Revenues Over/(Under) Expenditures	116	158	220	281	775
Ending Fund Balance - Senior Citizens Fund	\$ 112,445	\$ 112,603	\$ 112,823	\$ 113,104	\$ 113,104

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2017 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2016	Qtr 2 3/31/2017	Qtr 3 6/30/2017	Qtr 4 9/30/2017	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 144,903	\$ 397,905	\$ 442,398	\$ 657,631	\$ 1,642,837	\$ 3,642,188	\$ 1,999,351	54.89%
Fire Control Prevention and EMS District	143,673	398,794	419,028	679,226	1,640,721	1,720,362	79,641	4.63%
Total Revenue	288,576	796,699	861,426	1,336,857	3,283,558	5,362,550	2,078,992	38.77%
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	181,981	1,240,190	806,746	647,580	2,876,497	3,642,188	765,691	21.02%
Fire Control Prevention and EMS District	186,323	439,647	404,214	317,325	1,347,509	1,720,362	372,853	21.67%
Total Expenditures	368,304	1,679,837	1,210,960	964,905	4,224,006	5,362,550	1,138,544	21.23%
Special Revenue Districts Revenues O/(U) Expenditures	\$ (79,728)	\$ (883,138)	\$ (349,534)	\$ 371,952	\$ (940,448)	\$ -		

FUND BALANCE

Beginning Fund Balance - CCPD	\$ 3,573,732	\$ 3,536,654	\$ 2,694,369	\$ 2,330,021	\$ 3,573,732
Revenues Over/(Under) Expenditures	(37,078)	(842,285)	(364,348)	10,051	(1,233,660)
Ending Fund Balance - CCPD	\$ 3,536,654	\$ 2,694,369	\$ 2,330,021	\$ 2,340,072	\$ 2,340,072
Beginning Fund Balance - FCPEMSD	\$ 2,777,376	\$ 2,734,726	\$ 2,693,873	\$ 2,708,687	\$ 2,777,376
Revenues Over/(Under) Expenditures	(42,650)	(40,853)	14,814	361,901	293,212
Ending Fund Balance - FCPEMSD	\$ 2,734,726	\$ 2,693,873	\$ 2,708,687	\$ 3,070,588	\$ 3,070,588

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2017 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2016</u>	<u>Qtr 2</u> <u>3/31/2017</u>	<u>Qtr 3</u> <u>6/30/2017</u>	<u>Qtr 4</u> <u>9/30/2017</u>	<u>YTD</u> <u>Actual</u>	<u>Amended</u> <u>Budget</u>	<u>Remaining</u> <u>Budget</u>	<u>Remaining</u> <u>Budget %</u>
DEER PARK COMMUNITY DEVELOPMENT CORPORATION								
REVENUE SUMMARY:								
Taxes	\$ 260,929	\$ 791,988	\$ 821,343	\$ 1,333,465	\$ 3,207,725	\$ 2,400,000	\$ (807,725)	**
Other	312	299	191	238	1,040	896,596	895,556	99.88%
Total Revenue	261,241	792,287	821,534	1,333,703	3,208,765	3,296,596	87,831	2.66%
EXPENDITURE SUMMARY:								
Operating Expenditures	17,474	2,097,128	767,053	70,401	2,952,056	5,900	(2,946,156)	**
Transfer to Debt Service Fund	-	57,970	-	-	57,970	3,290,696	3,232,726	98.24%
Total Expenditures	17,474	2,155,098	767,053	70,401	3,010,026	3,296,596	286,570	8.69%
Golf Course Lease Fund Revenues O/(U) Expenditures	\$ 243,767	\$ (1,362,811)	\$ 54,481	\$ 1,263,302	\$ 198,739	\$ -		
<hr/>								
FUND BALANCE								
Beginning Fund Balance	\$ 3,042,690	\$ 3,286,457	\$ 1,923,646	\$ 1,978,127	\$ 3,042,690			
Revenues Over/(Under) Expenditures	243,767	(1,362,811)	54,481	1,263,302	198,739			
Ending Fund Balance	\$ 3,286,457	\$ 1,923,646	\$ 1,978,127	\$ 3,241,429	\$ 3,241,429			

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY OF AD VALOREM (PROPERTY) TAX
FISCAL YEAR 2015 - FISCAL YEAR 2017**

Fiscal Month	FY 2015		FY 2016		FY 2017	
	<u>Ad Valorem *</u>	<u>Industrial</u>	<u>Ad Valorem *</u>	<u>Industrial</u>	<u>Ad Valorem *</u>	<u>Industrial</u>
Oct	\$ 70,645	\$ -	\$ 23,462	\$ -	\$ 348,751	\$ -
Nov	889,988	-	968,115	112,192	1,044,652	970,947
Dec	6,456,494	13,178,476	6,913,356	12,804,889	7,111,516	8,297,752
Jan	4,898,184	260,783	6,399,747	65,586	7,688,458	1,972,593
Feb	2,215,054	213,330	1,332,727	65,825	1,067,393	18,597
Mar	252,079	(14,501)	283,338	6,032	422,982	15,136
Apr	206,549	(9,966)	99,882	2,393	138,187	-
May	93,931	-	205,323	1,679	188,096	1,902
Jun	91,337	-	110,979	-	63,231	-
Jul	26,183	-	50,116	-	39,116	-
Aug	16,259	-	32,164	-	15,318	-
Sep	(73,039)	-	25,100	-	(226,111)	-
Total	<u>\$ 15,143,664</u>	<u>\$ 13,628,122</u>	<u>\$ 16,444,309</u>	<u>\$ 13,058,596</u>	<u>\$ 17,901,589</u>	<u>\$ 11,276,927</u>
YTD	<u>\$ 15,143,664</u>	<u>\$ 13,628,122</u>	<u>\$ 16,444,309</u>	<u>\$ 13,058,596</u>	<u>\$ 17,901,589</u>	<u>\$ 11,276,927</u>
% of Budget	108.66%	96.65%	105.86%	102.03%	101.87%	97.82%
Budget	\$ 13,937,052	\$ 14,100,000	\$ 15,533,821	\$ 12,798,700	\$ 17,572,173	\$ 11,528,238
% of Budget	108.66%	96.65%	105.86%	102.03%	101.87%	97.82%
<u>Tax Rate:</u>	<u>\$ 0.720000</u>	/ \$100 valuation	<u>\$ 0.714352</u>	/ \$100 valuation	<u>\$ 0.720000</u>	/ \$100 valuation
General	\$ 0.518000	/ \$100 valuation	\$ 0.515711	/ \$100 valuation	\$ 0.519943	/ \$100 valuation
Debt Service	\$ 0.202000	/ \$100 valuation	\$ 0.198641	/ \$100 valuation	\$ 0.200057	/ \$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 2015 - FISCAL YEAR 2017**

Payment		City of Deer Park			CCPD			FCPEMSD		
Received	Collected	FY 2015	FY 2016	FY 2017	FY 2015	FY 2016	FY 2017	FY 2015	FY 2016	FY 2017
Oct	Aug	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov	Sep	669	671	681	-	-	-	-	-	-
Dec	Oct	481,043	516,217	521,199	116,793	130,669	144,618	116,559	129,317	143,495
Jan	Nov	420,685	484,135	512,669	111,142	130,882	129,899	111,018	130,051	129,091
Feb	Dec	558,617	571,825	657,915	139,476	141,347	164,199	139,145	140,670	164,826
Mar	Jan	426,001	475,306	415,192	106,446	121,029	103,194	105,565	120,327	104,229
Apr	Feb	432,313	518,740	474,902	105,133	128,215	118,942	104,318	127,669	121,077
May	Mar	551,942	573,297	694,899	124,611	142,314	168,850	124,370	141,788	171,752
Jun	Apr	467,107	553,393	475,515	119,163	138,995	120,859	118,970	137,732	125,816
Jul	May	539,057	573,882	571,967	131,549	146,670	137,048	131,180	145,729	138,851
Aug	Jun	565,206	722,409	539,270	136,548	192,621	133,257	136,315	191,471	139,741
Sep	Jul	1,804,229	1,563,678	1,561,136	442,192	415,998	387,025	440,783	409,516	400,241
Total		\$ 6,246,869	\$ 6,553,553	\$ 6,425,345	\$ 1,533,053	\$ 1,688,740	\$ 1,607,891	\$ 1,246,453	\$ 1,528,223	\$ 1,639,119
YTD		\$ 6,246,869	\$ 6,553,553	\$ 6,425,345	\$ 1,533,053	\$ 1,688,740	\$ 1,607,891	\$ 1,528,223	\$ 1,674,270	\$ 1,639,119
% of Budget		135.80%	117.03%	110.78%	128.22%	134.03%	121.81%	134.05%	132.88%	124.18%
Budget		\$ 4,600,000	\$ 5,600,000	\$ 5,800,000	\$ 1,195,647	\$ 1,260,000	\$ 1,320,000	\$ 1,140,000	\$ 1,260,000	\$ 1,320,000
% of Budget		135.80%	117.03%	110.78%	128.22%	134.03%	121.81%	109.34%	121.29%	124.18%

Payment		DPCDC		
Received	Collected	FY 2015	FY 2016	FY 2017
Oct	Aug	\$ -	\$ -	\$ -
Nov	Sep	-	324	329
Dec	Oct	-	258,098	260,600
Jan	Nov	-	241,165	255,458
Feb	Dec	-	285,901	328,946
Mar	Jan	-	237,642	207,584
Apr	Feb	-	257,999	236,160
May	Mar	-	286,637	347,438
Jun	Apr	-	276,685	237,745
Jul	May	-	285,222	284,163
Aug	Jun	-	361,193	269,622
Sep	Jul	-	780,916	779,680
Total		\$ -	\$ 3,271,782	\$ 3,207,725
YTD		\$ 3,271,782	\$ 3,207,725	
% of Budget		142.25%	133.66%	
Budget		\$ 2,300,000	\$ 2,400,000	
% of Budget		142.25%	133.66%	

The following is an approximation of sales tax revenue by category based on a 15-year average from 2002-2016. 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	33.77%
Wholesale	17.08%
Manufacturing	14.70%
Accommodation/Food Service	10.79%
Construction	8.32%
Real Estate/Rental/Leasing	6.64%
All Other	8.70%

**CITY OF DEER PARK
SUMMARY OF FRANCHISE TAXES
FISCAL YEAR 2015 - FISCAL YEAR 2017**

	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
Oct	\$ 188,436	\$ 185,304	\$ 97,905
Nov	7,891	8,102	101,466
Dec	192,921	189,587	191,582
Jan	184,564	83,095	66,588
Feb	286,812	261,162	271,448
Mar	3,277	95,748	191,961
Apr	187,641	259,264	56,521
May	339,922	200,441	291,241
Jun	109,718	108,489	207,791
Jul	280,151	168,060	50,683
Aug	187,683	258,628	265,450
Sep	<u>352,020</u>	<u>311,173</u>	<u>302,882</u>
Total	<u>\$ 2,321,036</u>	<u>\$ 2,129,053</u>	<u>\$ 2,095,518</u>
YTD	<u>\$ 2,321,036</u>	<u>\$ 2,129,053</u>	<u>\$ 2,095,518</u>
% of Budget	105.50%	96.78%	102.22%
Budget	<u>\$ 2,200,000</u>	<u>\$ 2,200,000</u>	<u>\$ 2,050,000</u>
% of Budget	105.50%	96.78%	102.22%

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

**CITY OF DEER PARK
SUMMARY OF DEBT SERVICE PAYMENTS BY TYPE
FISCAL YEAR 2017**

<u>Series</u>	<u>Original Issuance</u>	<u>Debt Outstanding</u>	<u>Fiscal Year Debt Service Payments</u>			
			<u>Principal</u>	<u>Interest 3/15</u>	<u>Interest 9/15</u>	<u>Total</u>
2007 GO Bonds	\$ 7,465,000	\$ 795,000 *	\$ 475,000.00	\$ 119,633.75	\$ 107,758.75	\$ 702,392.50
2007 Certificates of Obligation	2,300,000	205,000 *	100,000.00	35,831.25	32,831.25	168,662.50
2008 GO & GO Refunding Bonds	4,540,000	1,115,000	575,000.00	10,033.75	-	585,033.75
2010 Certificates of Obligation	7,805,000	6,400,000	330,000.00	141,087.50	134,487.50	605,575.00
2010 GO & GO Refunding Bonds	6,295,000	2,720,000	700,000.00	58,475.00	44,475.00	802,950.00
2011 Certificates of Obligation	3,390,000	3,000,000	100,000.00	53,300.00	52,300.00	205,600.00
2011 GO Refunding Bonds	3,490,000	2,070,000	310,000.00	27,975.00	24,875.00	362,850.00
2012 Certificates of Obligation	4,725,000	4,605,000	155,000.00	59,026.25	57,476.25	271,502.50
2012 GO Refunding Bonds	4,510,000	4,420,000	575,000.00	51,025.00	45,275.00	671,300.00
2013 Certificates of Obligation	6,925,000	6,820,000	55,000.00	110,950.00	110,400.00	276,350.00
2014 Certificates of Obligation	6,275,000	6,130,000	105,000.00	109,162.50	108,112.50	322,275.00
2014 GO & GO Refunding Bonds	2,920,000	2,840,000	40,000.00	44,937.50	44,537.50	129,475.00
2015 Certificates of Obligation	7,310,000	6,665,000	670,000.00	93,325.00	86,625.00	849,950.00
2015-A Certificates of Obligation	7,110,000	6,960,000	150,000.00	103,912.50	102,412.50	356,325.00
2016 Certificates of Obligation	9,450,000	9,450,000	2,020,000.00	75,127.50	59,068.50	2,154,196.00
2016 Limited Tax Refunding	6,260,000	6,260,000	-	103,762.50	103,762.50	207,525.00
2016-A Certificates of Obligation	6,885,000	6,885,000	170,000.00	80,669.86	106,662.50	357,332.36
2017 Certificates of Obligation	2,700,000	2,700,000	-	-	29,909.25	29,909.25
Total General Obligation Debt		<u>\$ 80,040,000</u>	<u>\$ 6,530,000.00</u>	<u>\$ 1,278,234.86</u>	<u>\$ 1,250,969.00</u>	<u>\$ 9,059,203.86</u>

<u>Series</u>	<u>Original Issuance</u>	<u>Debt Outstanding</u>	<u>Fiscal Year Debt Service Payments</u>			
			<u>Principal</u>	<u>Interest 3/1</u>	<u>Interest 9/1</u>	<u>Total</u>
2002 Revenue Bonds	\$ 5,000,000	\$ 500,000	\$ 250,000.00	\$ 8,375.00	\$ 4,250.00	\$ 262,625.00
Total Revenue Bonds		<u>\$ 500,000</u>	<u>\$ 250,000.00</u>	<u>\$ 8,375.00</u>	<u>\$ 4,250.00</u>	<u>\$ 262,625.00</u>

* \$5,040,000 and \$1,440,000 of these Bonds and Certificates, respectively, for the years 2019-2027 were defeased by the Series 2016, Limited Tax Refunding and will be called on 3/15/17.

**CITY OF DEER PARK
SUMMARY OF DEBT SERVICE PAYMENTS
FISCAL YEAR 2017**

<u>Series</u>	<u>Original Issuance</u>	<u>Debt Outstanding</u>	<u>Fiscal Year Debt Service Payments</u>			
			<u>Principal</u>	<u>Interest - Mar</u>	<u>Interest - Sep</u>	<u>Total</u>
2002 Revenue Bonds	\$ 5,000,000	\$ 500,000	\$ 250,000.00	\$ 8,375.00	\$ 4,250.00	\$ 262,625.00
2007 GO Bonds	7,465,000	795,000	475,000.00	119,633.75	107,758.75	702,392.50
2007 Certificates of Obligation	2,300,000	205,000	100,000.00	35,831.25	32,831.25	168,662.50
2008 GO & GO Refunding Bonds	4,540,000	1,115,000	575,000.00	10,033.75	-	585,033.75
2010 Certificates of Obligation	7,805,000	6,400,000	330,000.00	141,087.50	134,487.50	605,575.00
2010 GO & GO Refunding Bonds	6,295,000	2,720,000	700,000.00	58,475.00	44,475.00	802,950.00
2011 Certificates of Obligation	3,390,000	3,000,000	100,000.00	53,300.00	52,300.00	205,600.00
2011 GO Refunding Bonds	3,490,000	2,070,000	310,000.00	27,975.00	24,875.00	362,850.00
2012 Certificates of Obligation	4,725,000	4,605,000	155,000.00	59,026.25	57,476.25	271,502.50
2012 GO Refunding Bonds	4,510,000	4,420,000	575,000.00	51,025.00	45,275.00	671,300.00
2013 Certificates of Obligation	6,925,000	6,820,000	55,000.00	110,950.00	110,400.00	276,350.00
2014 Certificates of Obligation	6,275,000	6,130,000	105,000.00	109,162.50	108,112.50	322,275.00
2014 GO & GO Refunding Bonds	2,920,000	2,840,000	40,000.00	44,937.50	44,537.50	129,475.00
2015 Certificates of Obligation	7,310,000	6,665,000	670,000.00	93,325.00	86,625.00	849,950.00
2015-A Certificates of Obligation	7,110,000	6,960,000	150,000.00	103,912.50	102,412.50	356,325.00
2016 Certificates of Obligation	9,450,000	9,450,000	2,020,000.00	75,127.50	59,068.50	2,154,196.00
2016 Limited Tax Refunding	6,260,000	6,260,000	-	103,762.50	103,762.50	207,525.00
2016-A Certificates of Obligation	6,885,000	6,885,000	170,000.00	80,669.86	106,662.50	357,332.36
2017 Certificates of Obligation	2,700,000	2,700,000	-	-	29,909.25	29,909.25
Total Debt Service		\$ 80,540,000	\$ 6,780,000.00	\$ 1,286,609.86	\$ 1,255,219.00	\$ 9,321,828.86

ALLOCATION OF DEBT SERVICE BY FUND

<u>Series</u>	<u>Issuance</u>	<u>Outstanding</u>	<u>Principal</u>	<u>Interest - Mar</u>	<u>Interest - Sep</u>	<u>Total</u>
<u>General Fund</u>						
2007 GO Bonds	\$ 7,465,000	\$ 795,000	\$ 475,000.00	\$ 119,633.75	\$ 107,758.75	\$ 702,392.50
2007 Certificates of Obligation	2,300,000	205,000	100,000.00	35,831.25	32,831.25	168,662.50
2008 GO & GO Refunding Bonds	4,540,000	1,115,000	575,000.00	10,033.75	-	585,033.75
2010 Certificates of Obligation	7,805,000	6,400,000	330,000.00	141,087.50	134,487.50	605,575.00
2010 GO & GO Refunding Bonds	3,777,000	1,651,584 #	425,040.00	35,506.02	27,005.22	487,551.24
2012 GO Refunding Bonds	4,510,000	4,420,000	575,000.00	51,025.00	45,275.00	671,300.00
2014 GO & GO Refunding Bonds	1,738,445	1,658,445 #	40,000.00	27,214.17	26,814.17	94,028.34
2015 Certificates of Obligation	7,310,000	6,665,000	670,000.00	93,325.00	86,625.00	849,950.00
2016 Certificates of Obligation	9,450,000	9,450,000	2,020,000.00	75,127.50	59,068.50	2,154,196.00
2016 Limited Tax Refunding	6,260,000	6,260,000	-	103,762.50	103,762.50	207,525.00
2017 Certificates of Obligation	2,700,000	2,700,000	-	-	29,909.25	29,909.25
		41,320,029	5,210,040.00	692,546.44	653,537.14	6,556,123.58
<u>Water/Sewer Fund</u>						
2002 Revenue Bonds	\$ 5,000,000	\$ 500,000	250,000.00	8,375.00	4,250.00	262,625.00
2010 GO & GO Refunding Bonds	2,518,000	1,068,416 #	274,960.00	22,968.98	17,469.78	315,398.76
2011 Certificates of Obligation	3,390,000	3,000,000	100,000.00	53,300.00	52,300.00	205,600.00
2011 GO Refunding Bonds	3,490,000	2,070,000	310,000.00	27,975.00	24,875.00	362,850.00
2012 Certificates of Obligation	4,725,000	4,605,000	155,000.00	59,026.25	57,476.25	271,502.50
2013 Certificates of Obligation	6,925,000	6,820,000	55,000.00	110,950.00	110,400.00	276,350.00
2014 Certificates of Obligation	6,275,000	6,130,000	105,000.00	109,162.50	108,112.50	322,275.00
2014 GO & GO Refunding Bonds	1,181,555	1,181,555 #	-	17,723.33	17,723.33	35,446.66
2015-A Certificates of Obligation	7,110,000	6,960,000	150,000.00	103,912.50	102,412.50	356,325.00
2016-A Certificates of Obligation	6,885,000	6,885,000	170,000.00	80,669.86	106,662.50	357,332.36
		39,219,971	1,569,960.00	594,063.42	601,681.86	2,765,705.28
		\$ 80,540,000	\$ 6,780,000.00	\$ 1,286,609.86	\$ 1,255,219.00	\$ 9,321,828.86

Allocation to General and Water/Sewer Fund

**CITY OF DEER PARK
SUMMARY OF WATER & SEWER CONSUMPTION BILLED
FISCAL YEAR 2015 - FISCAL YEAR 2017**

Fiscal Month	FY 2015		FY 2016		FY 2017	
	<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	101,948	88,463	105,564	90,097	95,884	84,671
Nov	85,347	76,953	93,490	79,815	96,356	83,852
Dec	90,511	81,549	99,313	86,954	98,265	84,346
Jan	78,177	72,616	78,934	73,033	92,031	81,597
Feb	81,578	77,517	86,172	80,905	81,251	81,597
Mar	73,297	70,274	73,159	68,657	83,196	77,150
Apr	79,539	75,554	81,824	75,084	79,787	73,047
May	75,604	70,632	93,908	85,489	87,516	78,969
Jun	84,428	77,926	84,094	76,465	92,061	81,247
Jul	87,785	80,958	84,020	77,878	97,902	85,402
Aug	85,141	76,335	101,828	89,926	95,562	82,190
Sep	122,484	102,599	104,285	88,342	92,253	80,658
Total	<u>1,045,839</u>	<u>951,376</u>	<u>1,086,591</u>	<u>972,645</u>	<u>1,092,064</u>	<u>974,726</u>
YTD	<u>1,045,839</u>	<u>951,376</u>	<u>1,086,591</u>	<u>972,645</u>	<u>1,092,064</u>	<u>974,726</u>

* Includes water and irrigation meters



Legislation Details (With Text)

File #: AUT 17-137 **Version:** 1 **Name:**

Type: Authorization **Status:** Agenda Ready

File created: 12/12/2017 **In control:** City Council

On agenda: 1/2/2018 **Final action:**

Title: Consideration of and action on the purchase of field lighting and installation from Musco Sports Lighting, LLC via buy board for Soccer Development and Girls Softball Renovations Type B projects.

Sponsors:

Indexes:

Code sections:

Attachments: [Deer Park soccer Quote](#)
[Deer Park Girls Softball Quote](#)

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Consideration of and action on the purchase of field lighting and installation from Musco Sports Lighting, LLC via buy board for Soccer Development and Girls Softball Renovations Type B projects.

Bids were opened and read aloud at 2:00 pm on October 3, 2017 for the Deer Park Girls Softball Renovations. Ten (10) bids were submitted by general contractors. The low bidder is Tandem Services with a base bid of \$2,635,392.45.

Bids were opened and read aloud at 2:00 pm on October 10, 2017 for the phase I soccer field development. Eleven (11) bids were submitted by general contractors. The low bidder is Tandem Services with a base bid of \$3,325,655.65.

On November 7th City Council approved the total amount of the construction bids received for each project plus the other associated project costs for the Renovation of the Girls Softball Facilities at the Youth Sports Complex and for the new Deer Park Soccer Complex exceed the amounts allocated for these projects from the dedicated Type B sales tax by \$449,631 and \$107,197, respectively, for a total of \$556,828.

Amount appropriated for the Deer Park Girls Softball Renovations through Type B funds: \$3,000,000

Construction Cost	\$2,635,392.45
Halff Associates Professional Services	\$284,033.00
Musco Sports Lighting	\$426,581.00
USA Shade & Fabric Structures	\$103,624.00
Bleachers	\$79,192.00
<u>Player Benches</u>	<u>\$8,258.04</u>
Total:	\$3,537,080.49

Amount appropriated for the phase I soccer field development through Type B funds: \$4,000,000

Construction Cost	\$3,325,655.65
Halff Associates Professional Services	\$301,532.00
Musco Sports Lighting	\$429,739.00
<u>USA Shade & Fabric Structures</u>	<u>\$17,070.00</u>
Total:	\$4,073,966.65

Acceptance of the purchase of field lighting and installation from Musco Sports Lighting, LLC via buy board for Soccer Development and Girls Softball Renovations Type B projects.

Deer Park Soccer Complex
Deer Park, TX
May 17, 2017

BuyBoard: Master Project: 146396, Contract Number: 512-16, Expiration: 09/30/2019
Commodity: Parks/Rec & Field Lighting

Quotation Price – Materials Delivered to Job Site and PIA Installation

Deer Park Soccer Complex\$429,739

Sales tax not included.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System

System Description

- Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaries
- UL Listed as a complete system

Control Systems and Services

- Control-Link® System for remote on/off control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Reduction of energy and maintenance costs
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Payment Terms to be determined between Customer and Musco Credit Department

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC & BuyBoard:	
Musco Sports Lighting, LLC	BuyBoard Cooperative Purchasing
Attn: Ryan Tighe	Attn: Sharon McAfee
Fax: 800-374-6402	Fax: 800-211-5454
Email: musco.contracts@musco.com	Email: info@buyboard.com

All purchase orders should note the following: BuyBoard Purchase – Contract Number: 512-16

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.



Notes

Quote is based on:

- Shipment of entire project together to one location
- 480 volt, 3 phase electrical system requirement
- Structural code and wind speed: IBC 2012, 140 mph, exposure C
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost
- Confirmation of pole locations prior to production

Thank you for considering Musco for your lighting needs. Please contact me with any questions or need additional details.

Sam Yaeger
Musco Sports Lighting, LLC
Phone: 832-975-4398
E-mail: sam.yaeger@musco.com



Deer Park Girls Softball
Deer Park, TX
May 17, 2017

BuyBoard: Master Project: 146396, Contract Number: 512-16, Expiration: 09/30/2019
Commodity: Parks/Rec & Field Lighting

Quotation Price – Materials Delivered to Job Site and PIA Installation

Deer Park Girls Softball.....\$426,581

Sales tax not included.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System

System Description

- Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaries
- UL Listed as a complete system

Control Systems and Services

- Control-Link® System for remote on/off control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Reduction of energy and maintenance costs
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Payment Terms to be determined between Customer and Musco Credit Department

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC & BuyBoard:

Musco Sports Lighting, LLC

Attn: Ryan Tighe

Fax: 800-374-6402

Email: musco.contracts@musco.com

BuyBoard Cooperative Purchasing

Attn: Sharon McAfee

Fax: 800-211-5454

Email: info@buyboard.com

All purchase orders should note the following: BuyBoard Purchase – Contract Number: 512-16

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- 480 volt, 3 phase electrical system requirement



Quote

- Structural code and wind speed: IBC 2012, 140 mph, exposure C
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost
- Confirmation of pole locations prior to production

Thank you for considering Musco for your lighting needs. Please contact me with any questions or need additional details.

Sam Yaeger
Musco Sports Lighting, LLC
Phone: 832-975-4398
E-mail: sam.yaeger@musco.com





Legislation Details (With Text)

File #: AUT 17-138 **Version:** 1 **Name:**

Type: Authorization **Status:** Agenda Ready

File created: 12/12/2017 **In control:** City Council

On agenda: 1/2/2018 **Final action:**

Title: Consideration of and action on the purchase of shade structures from USA Shade & Fabric Structures via buy board for Soccer Development and Girls Softball Renovations Type B projects.

Sponsors:

Indexes:

Code sections:

Attachments: [USA Shade Proposal - Deer Park Soccer Field 12_05_2017](#)
[USA Shade Proposal - Deer Park Softball Fields 12_05_2017](#)

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Consideration of and action on the purchase of shade structures from USA Shade & Fabric Structures via buy board for Soccer Development and Girls Softball Renovations Type B projects.

Bids were opened and read aloud at 2:00 pm on October 3, 2017 for the Deer Park Girls Softball Renovations. Ten (10) bids were submitted by general contractors. The low bidder is Tandem Services with a base bid of \$2,635,392.45.

Bids were opened and read aloud at 2:00 pm on October 10, 2017 for the Phase I Soccer Field Development. Eleven (11) bids were submitted by general contractors. The low bidder is Tandem Services with a base bid of \$3,325,655.65.

On November 7th City Council approved the total amount of the construction bids received for each project plus the other associated project costs for the Renovation of the Girls Softball Facilities at the Youth Sports Complex and for the new Deer Park Soccer Complex exceed the amounts allocated for these projects from the dedicated Type B sales tax by \$449,631 and \$107,197, respectively, for a total of \$556,828.

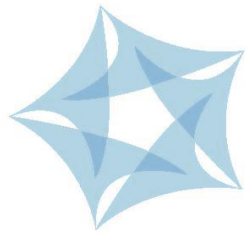
Amount appropriated for the Deer Park Girls Softball Renovations through Type B funds: \$3,000,000

Construction Cost	\$2,635,392.45
Halff Associates Professional Services	\$284,033.00
Musco Sports Lighting	\$426,581.00
USA Shade & Fabric Structures	\$103,624.00
Bleachers	\$79,192.00
<u>Player Benches</u>	<u>\$8,258.04</u>
Total:	\$3,537,080.49

Amount appropriated for the phase I soccer field development through Type B funds: \$4,000,000

Construction Cost	\$3,325,655.65
Halff Associates Professional Services	\$301,532.00
Musco Sports Lighting	\$429,739.00
<u>USA Shade & Fabric Structures</u>	<u>\$17,070.00</u>
Total:	\$4,073,966.65

Acceptance of the purchase of shade structures from USA Shade & Fabric Structures via buy board for Soccer Development and Girls Softball Renovations Type B projects.



USASHADE
& Fabric Structures®

Deer Park Soccer Field

12/5/2017

Proposal Prepared For:
City of Deer Park
610 San Augustine
Deer Park, Texas 77536

AZ: 289388 CA: 989458 LA: 61718 NV: 78724
NM: 383826 TN: 68712 DIR: 1000003533

Date: 12/5/2017

Proposal for USA SHADE & Fabric Structures

T				Sales Information:	
Purchaser:	City of Deer Park	Contact:	Charlie Sandberg	Sales Rep:	Michelle Botha
Project Name:	Deer Park Soccer Field	Phone:	(281) 478-2054	Phone:	512-937-6430
Quote No:	MB2017-220-17	Email:	csandberg@deerparktx.org	Email:	mbotha@usa-shade.com
PO No:		Fax:		Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
City of Deer Park		JOB SITE		JOB SITE	
610 San Augustine		Deer Park Soccer Complex - 901 East Blvd		Deer Park Soccer Complex - 901 East Blvd	
Deer Park		Deer Park		Deer Park	
Texas		Texas		Texas	
77536					
Contact:		Contact:	Charlie Sandberg	Contact:	Tandem Services
Phone		Phone	(281) 478-2054	Phone	
Fax:	(281) 479-8091	Fax:		Fax:	
Email:		Email:	csandberg@deerparktx.org	Email:	

CORPORATE ADDRESS:8505 Chancellor Row
Dallas, TX 75247-5519**REMITTANCE ADDRESS:**P.O. Box 204691
Dallas, TX 75230-4691**SOUTHERN CALIFORNIA:**1085 N. Main Street, Suite C
Orange, CA 92867**NORTHERN CALIFORNIA:**927 Enterprise Way, Suite A
Napa, CA 94558**ARIZONA:**2452 W. Birchwood Ave, Suite 112
Mesa, AZ 85202**LAS VEGAS:**6225 S. Valley View Blvd., Suite I
Las Vegas, NV 89118


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www.usa-shade.com 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533



Structure Pricing

Soccer Concession Area				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	USA Shade
	Unit Type:	401_Hip	Grout Installation	USA Shade
	Structure Size:	25' x 40'	Base Attachment:	Recessed Base Plate
	Entry Height:	10'	Footing Type:	Drilled Pier
	No of Columns:	4	Anchor Bolts:	Included
	No of Fabric Tops:	1	Concrete Cutting:	Not Included
	Fabric Type:	Shadesure	Dirt Removal:	Included
	Fabric Color:	TBD	Surface Type:	Dirt
	Steel Finish:	Powder Coated	NOTES Model # 401-4PH-4025-10 Per BuyBoard 512-16	
	Steel Color:	TBD		
PRICE	Electrical Provisions:	N/A		
\$17,070.00	Cable/HDW Finish:	Galvanized		
	Concept No:			



ADDITIONAL COSTS			
QTY	ITEM	DETAILS	COST
TOTAL FOR ACCESS/MISC ITEMS:			\$0.00

PRICING TOTALS:	
Units Total	Included
Engineering & Calculations	Included
Shipping/Handling	Included
SUBTOTAL	
Sales Tax (0.00 %)	**Excluded
Installation	Included
TOTAL PRICE	\$17,070.00

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	
(4) Other (specify):	
NOTES:	
**Add \$742.58 to contract cost if Sales Tax is applicable	

ENGINEERING REQUIREMENTS		NOTES
Building Code	IBC 2012	
Wind Load	90 mph	
Snow Load	5 psf	
Drawing Size	11 X 17	
No. of Sealed Drawings	3	
Calculations Required	Yes	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed Drawings & Calculations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prevailing Wage
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Curb Repair
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foundation Design & Engineering	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds



Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.
- 5) Our price assumes others to provide 200-amp, 110-volt electrical service and necessary potable water available within 100 feet of our work.
- 6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 8) Barricades and public security requirements are not included.
- 9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for **30** days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.



- 4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:
- "The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 204691, Dallas, TX 75320-4691. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.



- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
 - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
 - All steel surface finishes are warranted for one year.
 - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - o Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - o Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - o Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - o Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
 - Sewing thread is warranted for ten years.



General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and/or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - o the supplied structures, products, services and/or labor are not paid for in full;
 - o the structures are not assembled in strict compliance with USA SHADE specifications;
 - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - o normal wear and tear;
 - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - o workmanship related to assembly not provided by the Company or its agents;
 - o fabric curtains, valances, and flat vertical panels;
 - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.



16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
 - Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
 - Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
 - If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
 - Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
 - Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.
- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and inure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.



Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:

City of Deer Park

SELLER:

USA SHADE & Fabric Structures

Signature: _____

By: (Print) _____

Title: _____

Date: _____

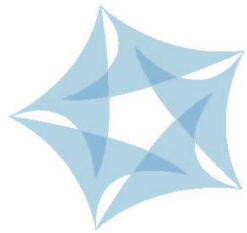
Signature: ***Michelle Botha*** _____

By: (Print) Michelle Botha _____

Title: Architectural Specialist _____

Date: 12/05/2017 _____

NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.



USASHADE
& Fabric Structures®

Deer Park Softball Fields

12/5/2017

PCSA Prepared For:
City of Deer Park
610 E San Augustine
Deer Park, Texas 77536

AZ: 289388 CA: 989458 LA: 61718 NV: 78724
NM: 383826 TN: 68712 DIR: 1000003533

Date: 12/5/2017

PCSA for USA SHADE & Fabric Structures

T				Sales Information:	
Purchaser:	City of Deer Park	Contact:	Charlie Sandberg	Sales Rep:	Michelle Botha
Project Name:	Deer Park Softball Fields	Phone:	(281) 478-2054	Phone:	512-937-6430
Quote No:	MB2017-220-17TP	Email:	csandberg@deerparktx.org	Email:	mbotha@usa-shade.com
PO No:		Fax:		Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
City of Deer Park		JOB SITE		JOB SITE	
610 E San Augustine		Deer Park Softball Complex - West X Street		Deer Park Soccer Complex - West X Street	
Deer Park		Deer Park		Deer Park	
Texas		Texas		Texas	
77536		77536		77536	
Contact:		Contact:		Contact:	Tandem Services
Phone		Phone		Phone	
Fax:	(281) 479-8091	Fax:		Fax:	
Email:		Email:		Email:	

CORPORATE ADDRESS:8505 Chancellor Row
Dallas, TX 75247-5519**REMITTANCE ADDRESS:**P.O. Box 204691
Dallas, TX 75230-4691**SOUTHERN CALIFORNIA:**1085 N. Main Street, Suite C
Orange, CA 92867**NORTHERN CALIFORNIA:**927 Enterprise Way, Suite A
Napa, CA 94558**ARIZONA:**2452 W. Birchwood Ave, Suite 112
Mesa, AZ 85202**LAS VEGAS:**6225 S. Valley View Blvd., Suite I
Las Vegas, NV 89118


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www.usa-shade.com 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533



Structure Pricing

Softball Bleachers Area				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	8	Foundations By	USA Shade
	Unit Type:	413_Slant_Hip	Grout Installation	USA Shade
	Structure Size:	18' x 36'	Base Attachment:	Recessed Base Plate
	Entry Height:	10'/13'	Footing Type:	Drilled Pier
	No of Columns:	4 each	Anchor Bolts:	Included
	No of Fabric Tops:	1 each	Concrete Cutting:	Not Included
	Fabric Type:	Shadesure	Dirt Removal:	Included
	Fabric Color:	TBD	Surface Type:	Dirt
	Steel Finish:	Powder Coated	NOTES Model # 413-4PSH-1836-10-13 Per BuyBoard # 512-16	
	Steel Color:	TBD		
PRICE	Electrical Provisions:	N/A		
\$103,624.00	Cable/HDW Finish:	Galvanized		
	Concept No:			



ADDITIONAL COSTS			
QTY	ITEM	DETAILS	COST
TOTAL FOR ACCESS/MISC ITEMS:			

PRICING TOTALS:	
Units Total	Included
Engineering & Calculations	Included
Shipping/Handling	Included
SUBTOTAL	
Sales Tax (0.00 %)	** Exlcuded
Installation	Included
TOTAL PRICE	\$103,624.00

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	
(2) Upon delivery of Wet Stamped Engineering	
(3) Upon completion of assembly/installation	
(4) Other (specify):	
NOTES:	
** Add \$4,931.52 to contract if Sales Tax is applicable	

ENGINEERING REQUIREMENTS		NOTES
Building Code	IBC 2012	
Wind Load	90 mph	
Snow Load	5 psf	
Drawing Size	11 X 17	
No. of Sealed Drawings	3	
Calculations Required	Yes	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed Drawings & Calculations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wage
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Curb Repair
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foundation Design & Engineering	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds



Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.
- 5) Our price assumes others to provide 200-amp, 110-volt electrical service and necessary potable water available within 100 feet of our work.
- 6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 8) Barricades and public security requirements are not included.
- 9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for **30** days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.



- 4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:
- "The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 204691, Dallas, TX 75320-4691. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.



- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
 - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
 - All steel surface finishes are warranted for one year.
 - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
 - Sewing thread is warranted for ten years.



General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and/or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - o the supplied structures, products, services and/or labor are not paid for in full;
 - o the structures are not assembled in strict compliance with USA SHADE specifications;
 - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - o normal wear and tear;
 - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - o workmanship related to assembly not provided by the Company or its agents;
 - o fabric curtains, valances, and flat vertical panels;
 - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.



16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
 - Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
 - Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
 - If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
 - Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
 - Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.
- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and inure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.



Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:

City of Deer Park

SELLER:

USA SHADE & Fabric Structures

Signature: _____

By: (Print) _____

Title: _____

Date: _____

Signature: ***Michelle Botha*** _____

By: (Print) Michelle Botha _____

Title: Architectural Specialist _____

Date: 12-05-2017 _____

NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.



Legislation Details (With Text)

File #: RES 18-003 **Version:** 1 **Name:**
Type: Resolution **Status:** Agenda Ready
File created: 12/21/2017 **In control:** City Council
On agenda: 1/2/2018 **Final action:**
Title: Consideration of and action on a resolution to seek a Fiscal Year 2019 STEP Traffic Enforcement Grant.

Sponsors:

Indexes:

Code sections:

Attachments: [2019 STEP Budget Narrative](#)
[2019-DeerPark-S-1YG-00030](#)
[DDACTS City Map](#)
[DDACTS Zone 1](#)
[DDACTS Zone 2](#)
[DDACTS Zone 3](#)
[DDACTS Zone 4](#)
[FY 2019 STEP Grant Resolution](#)

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Consideration of and action on a resolution to seek a Fiscal Year 2019 STEP Traffic Enforcement Grant.

Consideration of and action on a resolution to seek a STEP Grant from TX DOT for traffic enforcement in fiscal year 2019.

Summary:

Presentation of and action on the seeking of FY 2019 STEP Traffic Enforcement Grant.

Fiscal/Budgetary Impact:

Fiscal year 2019 STEP grant will require in-kind match of approximately \$47,670.11 from the City of Deer Park, with TX DOT outlay of approximately \$44,999.60 for overtime salaries.

Approve Resolution.

STEP – Speed 2019
City of Deer Park
Budget Narrative

(200) Fringe benefits for OT (overtime) are calculated as follows:

Texas Municipal Retirement System:	14.63%
Social Security (FICA):	6.20%
Medicare:	1.45%
Workmen's Compensation:	<u>4.15%</u>
	26.43%

26.43% or .2643 x **\$64,700.00** (**OT** Salary = **\$44,999.60** TXDOT Officer Enforcement
OT + **\$12,500** for Sergeant Enforcement **OT-match** + **\$7200** for Supervisory
Administrative Duties **OT-match**:

$$\begin{array}{rcl} & \textbf{\$64,699.60} \text{ OT Salary} & \\ & \times .2643 \text{ Fringe rate} & \\ \text{OT Fringe} & = & \textbf{\$17,100.10} \end{array}$$

(200) Fringe benefits for regular time are calculated as follows:

Texas Municipal Retirement System:	14.53%
Social Security (FICA):	6.20%
Medicare:	1.45%
Workmen's Compensation:	0.45%
Health Benefits:	16.6%
Holiday:	3.8%
Vacation:	3.9%
Sick Leave:	<u>5.5%</u>
	53.07%

$$\begin{array}{rcl} \text{Straight time Salary} & \textbf{\$5,850.92} & \\ & \times .5307 \text{ or } 53.07\% & \\ & = & \textbf{\$3,105.08} \\ & & \text{Straight Time Fringe} \end{array}$$

The regular time/straight time that is projected is for Public Information and Education (PI&E) activities and duties necessary to manage the grant by the Police Administrator /Project Director. Other straight time funds are related to work done by the Crime Analyst, and Payroll/Finance Coordinator on regular duty time. These activities consist of gathering/ processing information to assist with submitting monthly Performance Reports (PR)'s and Request for Reimbursements (RFR), and these positions/activities are not paid with grant funds.

All fringe benefit and regular time/straight time expenses will be exhibited as In- Kind Match.

The fringe rates listed above were obtained from the City of Deer Park Human Resources Department and Finance Department.

(300) Travel and Per Diem: \$914.00

The amount for travel is related to training for per diem and tuition to attend a TXDOT approved annual “Texas Traffic Institute (TTI) Conference,” sponsored by the Texas Traffic Institute (TTI) which is usually held in San Antonio, Texas. The total for tuition, lodging, and per diem is \$914.00. This amount will be used towards In-kind matching funds, which is not be reimbursed by TXDOT, but is helpful towards achieving overall In-kind match contributions and grant scoring.

(400) Equipment: N/A

(500) Supplies: \$1000.00 E-Citation Paper

(600) Contractual Services: N/A

(700) Other Miscellaneous: N/A

All PI&E materials will be provided by TXDOT at no cost to the City of Deer Park. Materials will be distributed to the public at local Deer Park events, schools, and activities as well as from an information kiosk in the lobby of the Deer Park Police Department.

(800) Indirect Cost Rate: N/A

The total budget for this proposal is: \$44,999.60, all enforcement overtime to be reimbursed by TXDOT and equals 48.56% of the grant. The City of Deer Park will contribute a total of \$47,670.11 toward in-kind match which equals 51.44% toward the grant.

All total in-kind matching funds (\$47,670.11) will be derived from the below items:

- \$20,205.19 is Fringe benefits;
- \$25,550.92 is from the below salary match including straight time:
 - (This salary match includes \$12,500.00 salary match for Sergeant OT enforcement).
 - (This salary match also includes \$7,200.00 for salary match Overtime for Sergeant/ Supervisory).
 - (This salary match also includes \$5,850.92 straight time which is derived from \$1,693.12 for administrative review- straight time; plus \$573.60 for crime/statistical analyst- straight time; plus \$1,229.80 for payroll clerk - straight time; and \$2,354.40 for PI&E – straight time).
- \$914.00 for travel to the TTI Training Conference
- \$1,000.00 E-Citation Paper

- **The grand total of this Grant Proposal/
Project is \$92,669.71**

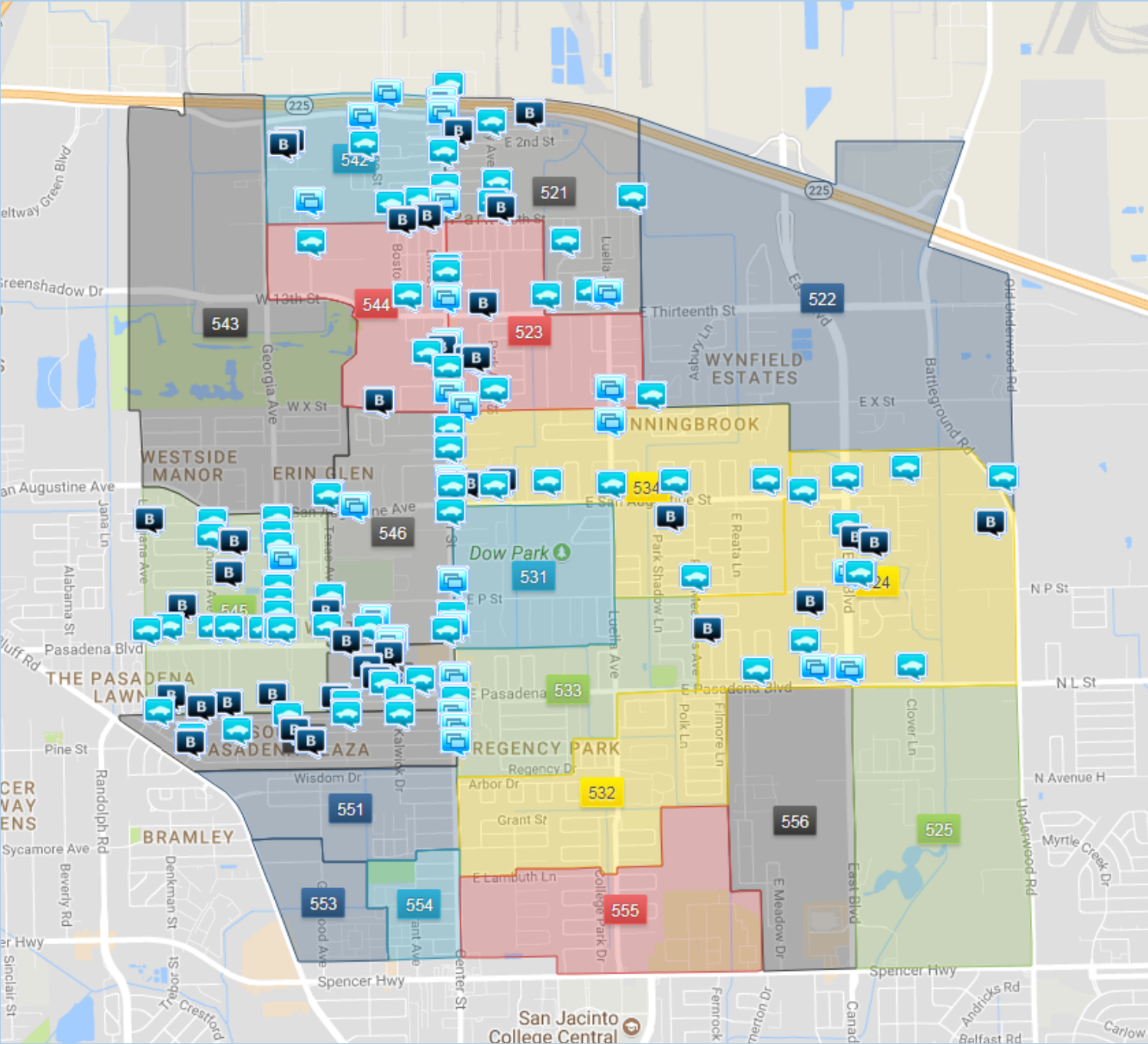
Embedded Secure Document

The file <https://cityofdeerpark.legistar.com/View.ashx?M=F&ID=5706636&GUID=30013A9A-BB27-4CCB-8FB6-6AC2A0754500> is a secure document that has been embedded in this document. Double click the pushpin to view.



Deer Park Police Department ~ Accident & Burglary Data

12/06/2016 through 12/05/2017



	D546	D547	D548	D545	D542	D524	D544	D534	D521	D523
Accident	33	28	30	28	32	27	22	16	13	4
Burglary	5	8	6	7	2	5	3	3	2	4

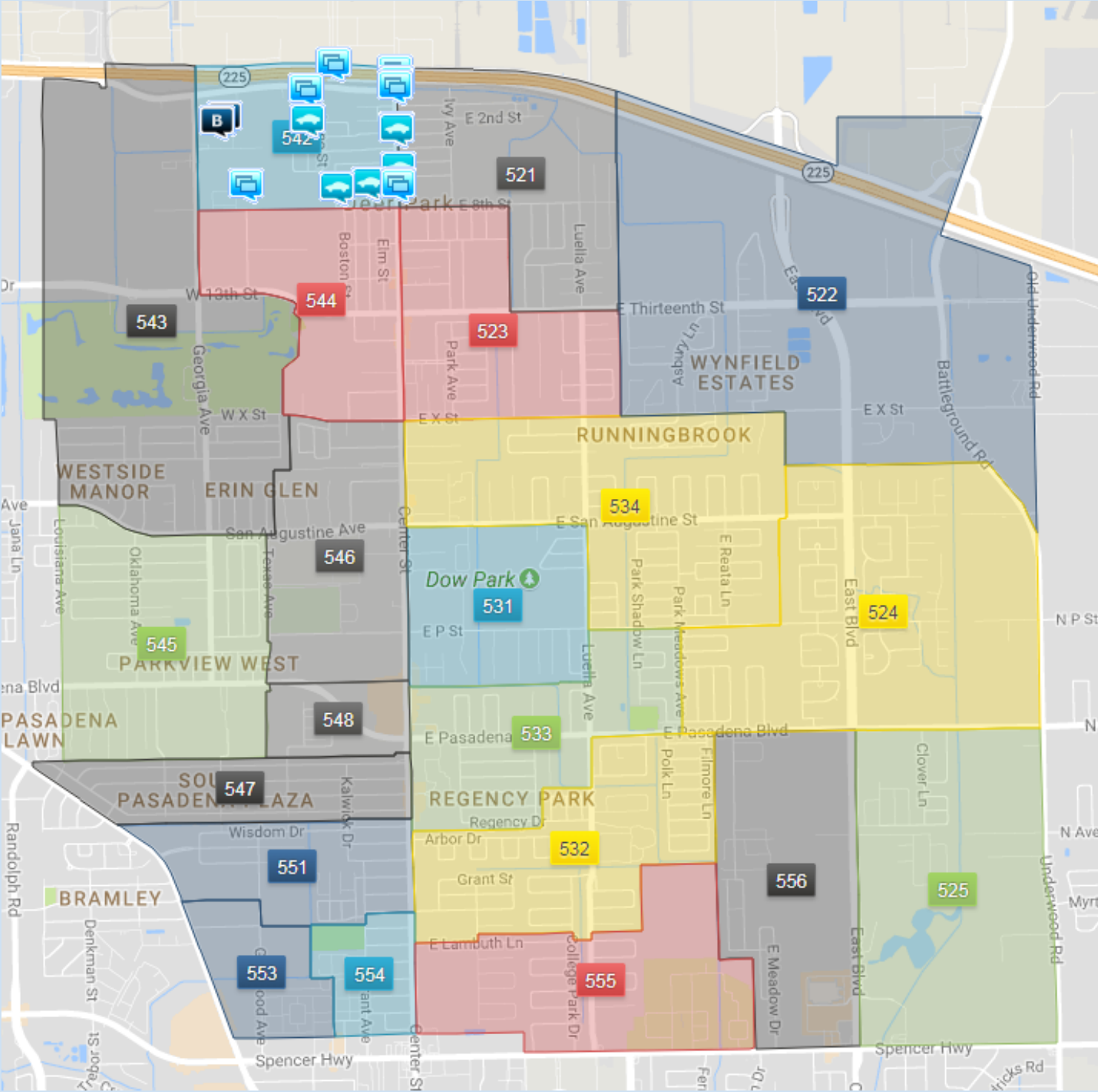
Time of Day - Highest # of incidents

- D546—1500 & 1600
- D547— 0000, & 1800—2000
- D548— 1800 & 1900
- D545—1600 & 1900
- D542—0700 & 1900
- D524—1300, 1800, & 2000
- D544—0800 & 1700
- D534—0900, 1100—1200, & 1700—1800
- D521—0000, 1500, & 1900
- D523— 1700-1800, & 2000

Day of Week - Highest # of incidents

- D546—Tuesday & Wednesday
- D547— Monday & Friday
- D548— Tuesday & Friday
- D545— Wednesday & Thursday
- D542— Wednesday
- D524— Thursday
- D544— Wednesday & Thursday
- D534— Thursday & Friday
- D521— Thursday
- D523— Monday, Thursday, & Friday

Deer Park Police Department ~ Accident & Burglary Data ~ Beat D542 ~ 12/06/2016 through 12/05/2017



	D542
Accident	32
Burglary	2

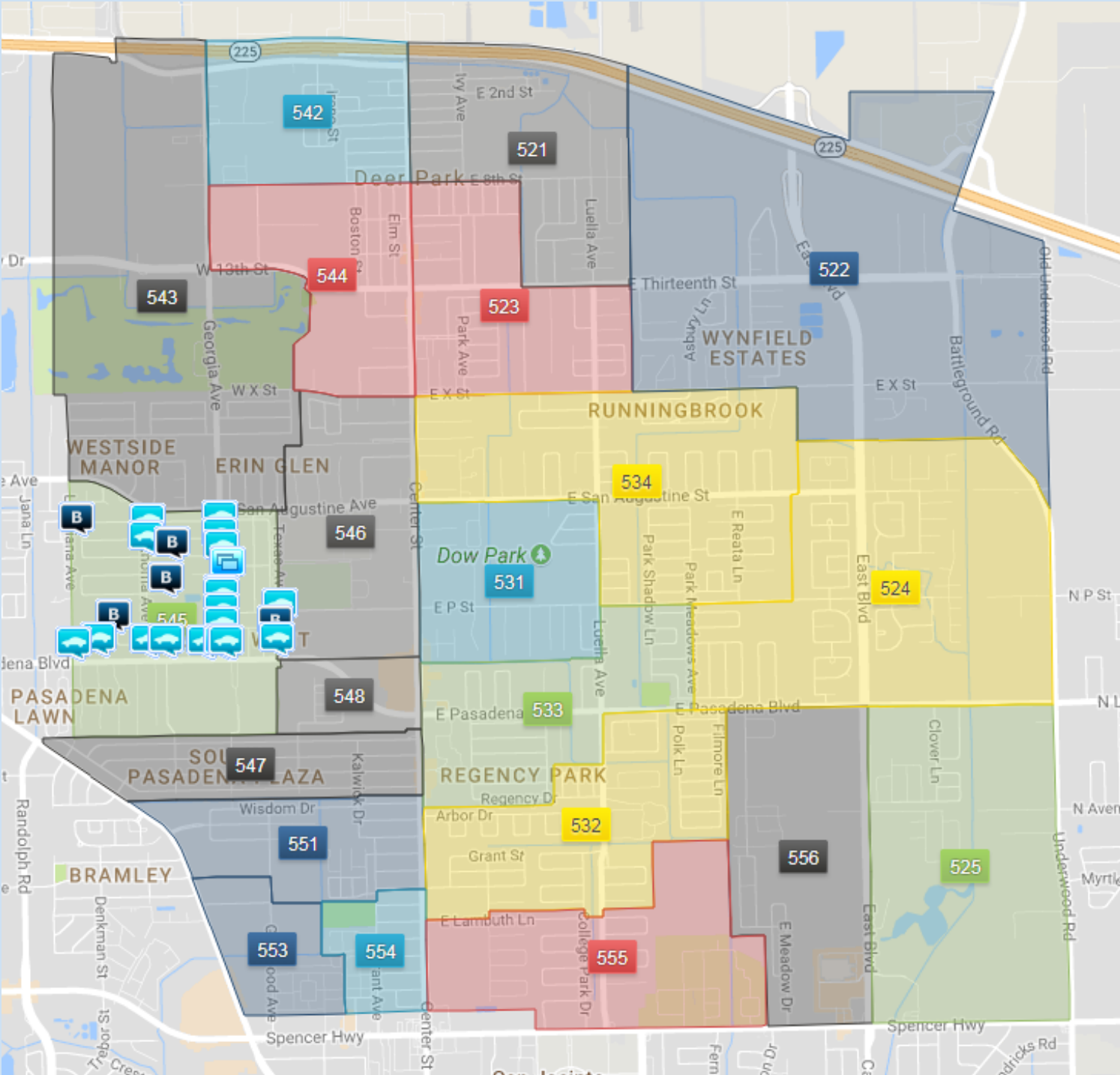
Time of Day - Highest # of incidents

D542—0700 & 1900

Day of Week - Highest # of incidents

D542— Wednesday

Deer Park Police Department ~ Accident & Burglary Data ~ Beat D545 ~ 12/06/2016 through 12/05/2017



	D545
Accident	28
Burglary	7

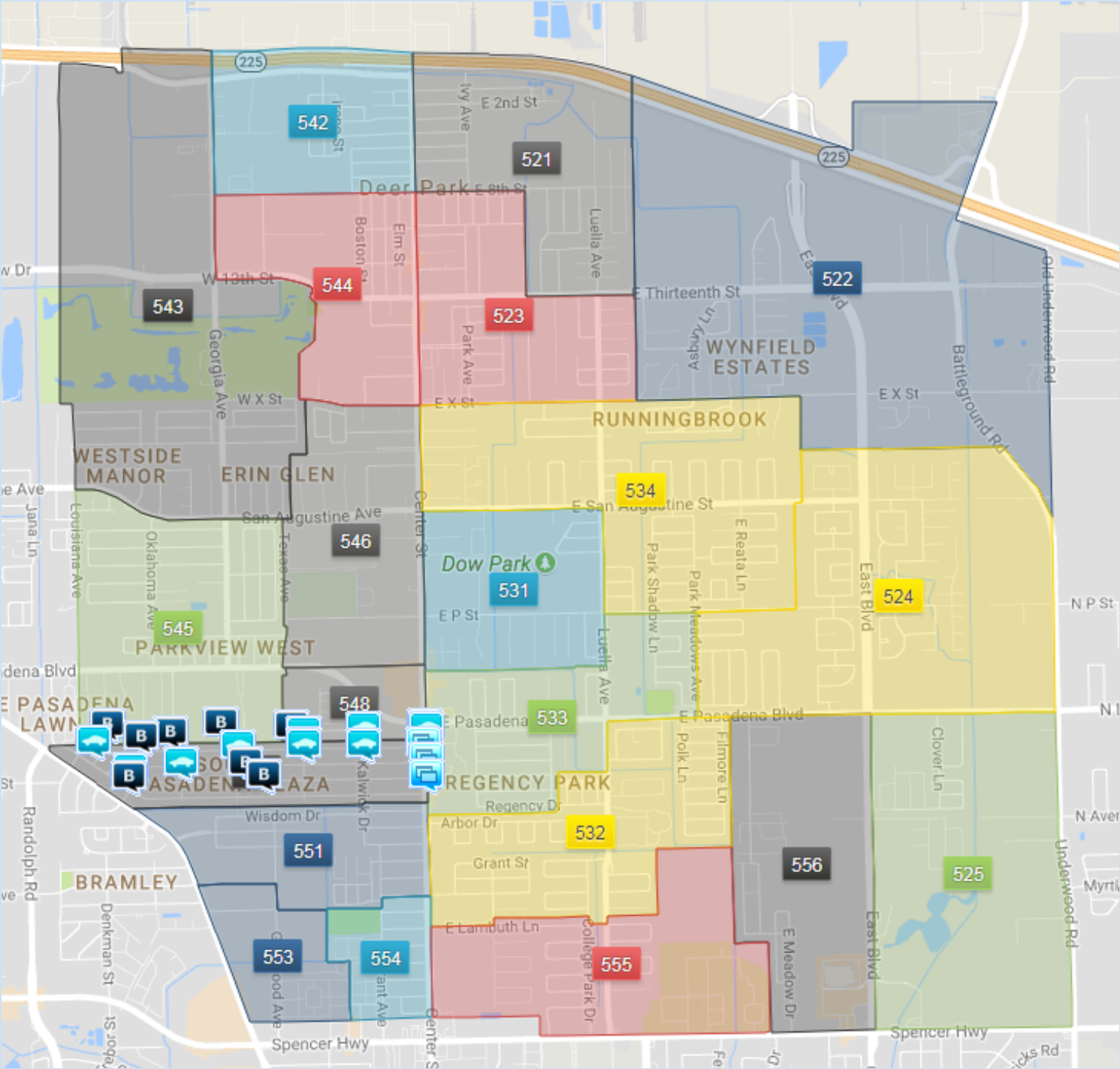
Time of Day - Highest # of incidents

D545—1600 & 1900

Day of Week - Highest # of incidents

D545— Wednesday & Thursday

Deer Park Police Department ~ Accident & Burglary Data ~ Beat D547~ 12/06/2016 through 12/05/2017

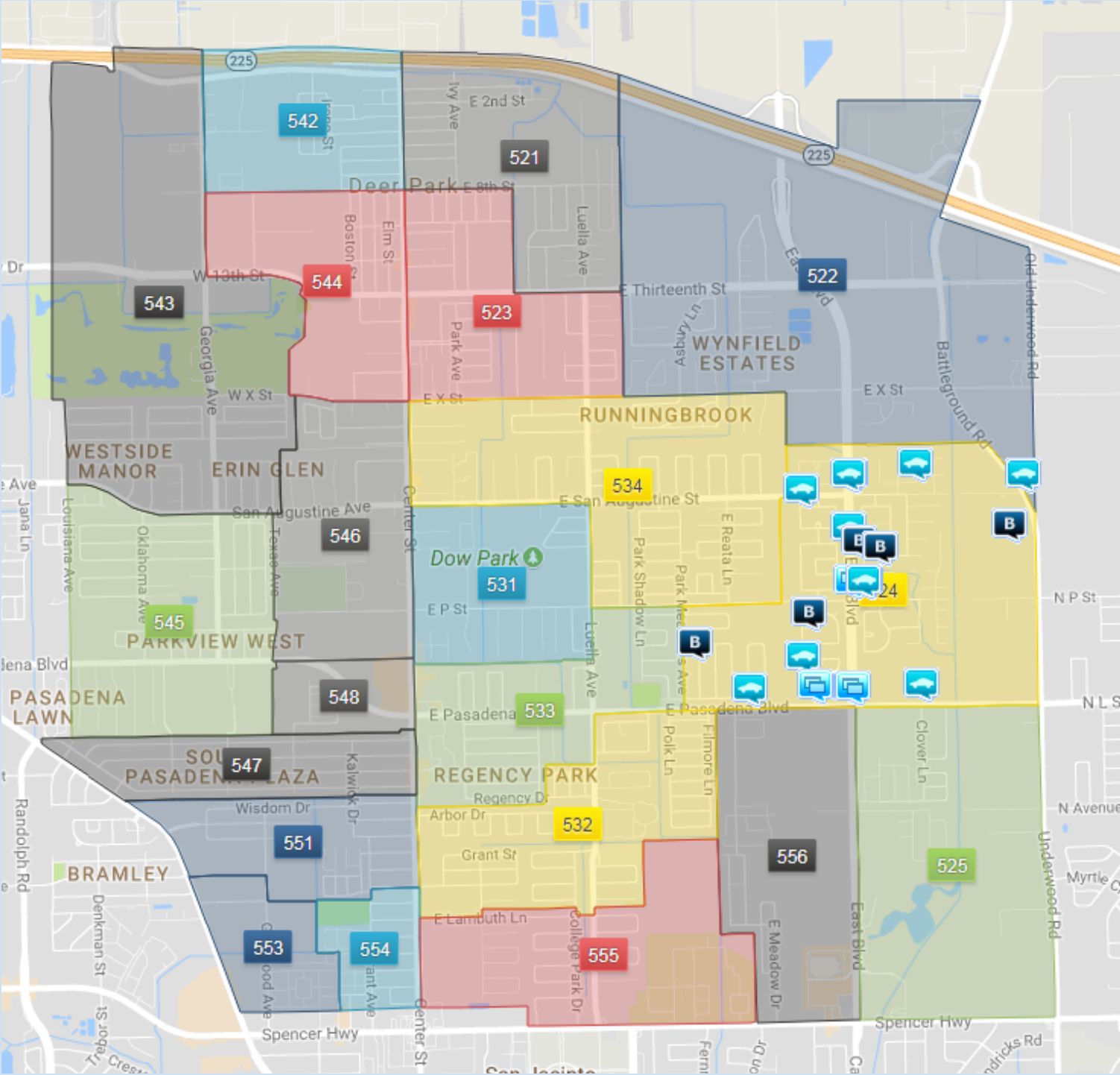


	D547
Accident	28
Burglary	8

Time of Day - Highest # of incidents
D547— 0000, & 1800—2000

Day of Week - Highest # of incidents
D547— Monday & Friday

Deer Park Police Department ~ Accident & Burglary Data ~ Beat D524 ~ 12/06/2016 through 12/05/2017



	D524
Accident	27
Burglary	5

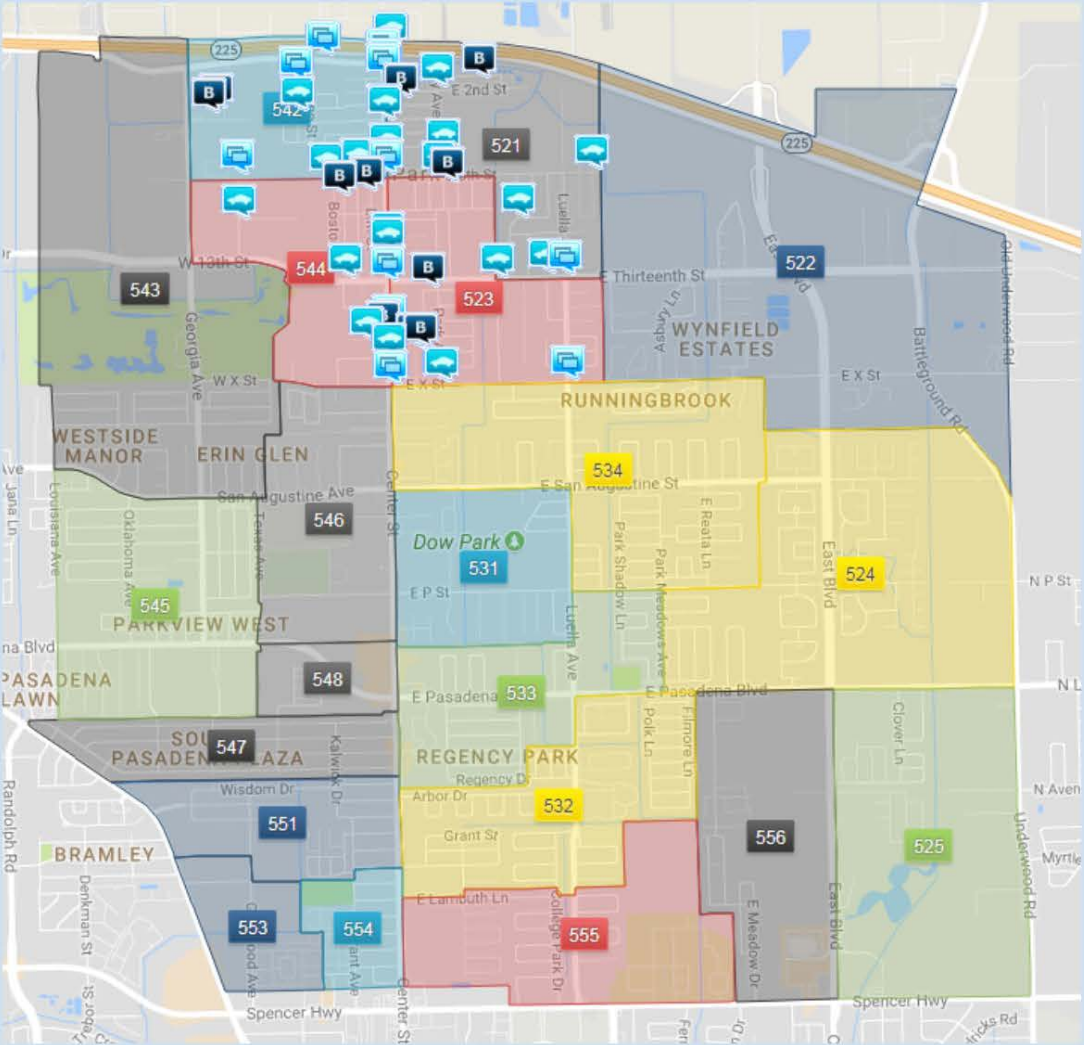
Time of Day - Highest # of incidents

D524—1300, 1800, & 2000

Day of Week - Highest # of incidents

D524— Thursday

Deer Park Police Department ~ Accident & Burglary Data ~ Beat D542 ~ 12/06/2016 through 12/05/2017



	D542	D544	D521	D523
Accident	32	22	13	4
Burglary	2	3	2	4

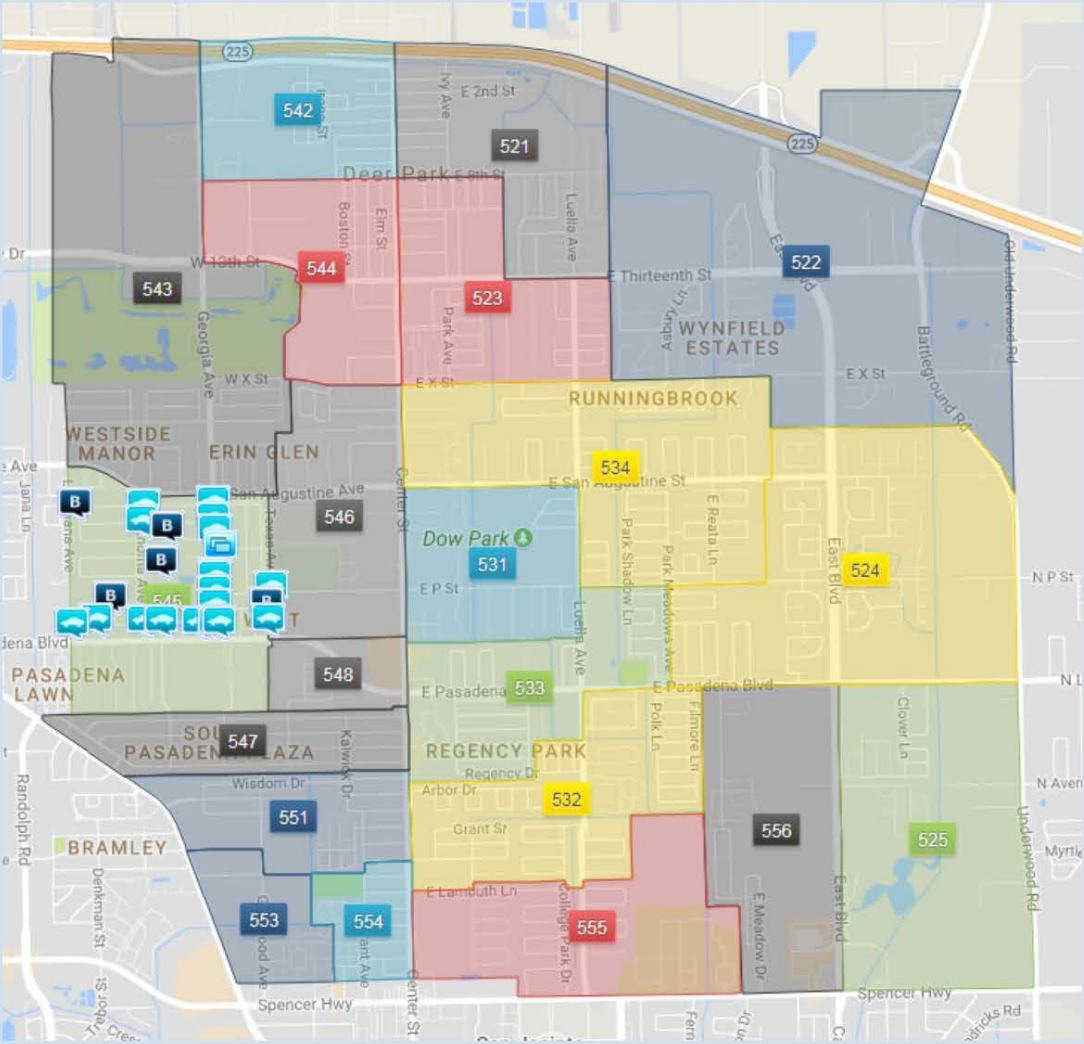
Time of Day - Highest # of incidents

- D542—0700 & 1900
- D544—0800 & 1700
- D521—0000, 1500, & 1900
- D523— 1700-1800, & 2000

Day of Week - Highest # of incidents

- D542— Wednesday
- D544— Wednesday & Thursday
- D521— Thursday
- D523— Monday, Thursday, & Friday

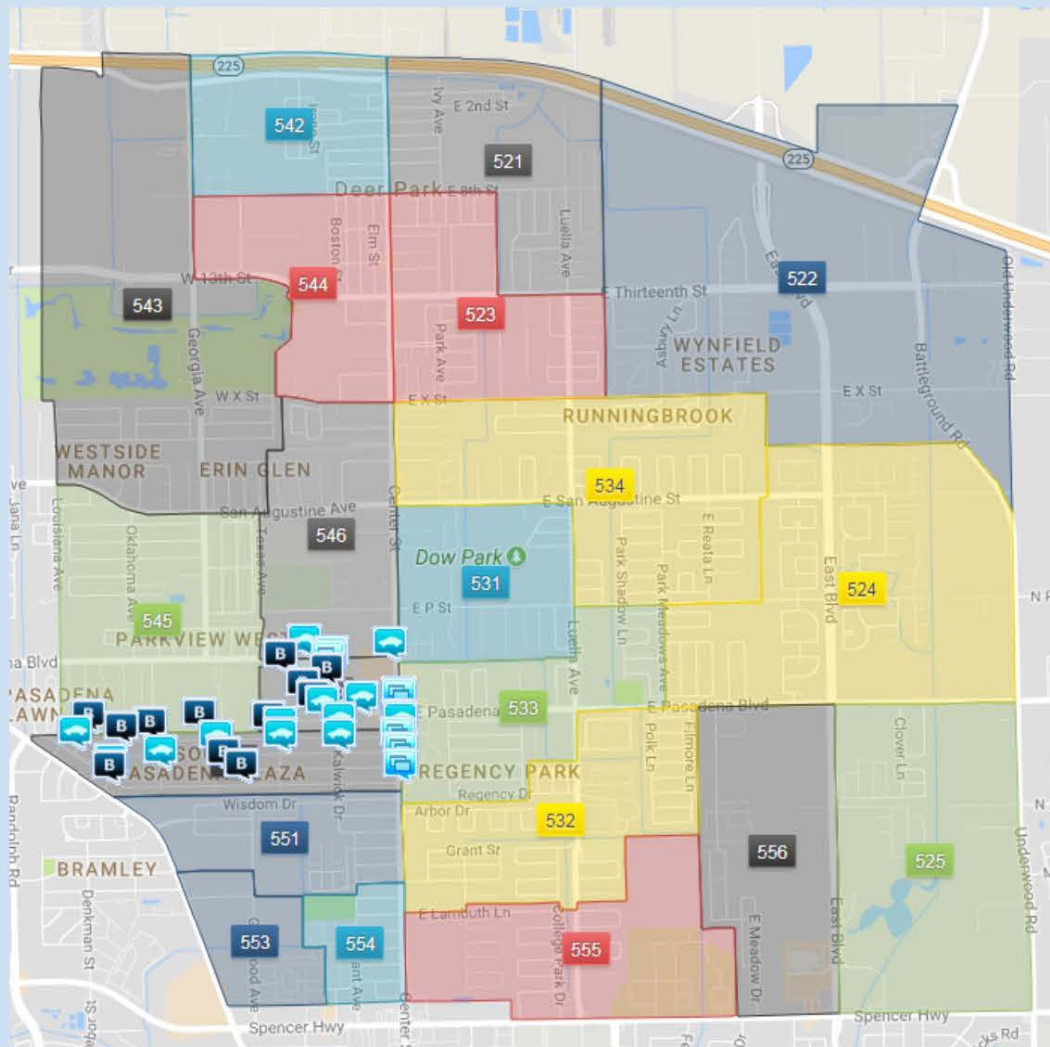
Deer Park Police Department ~ Accident & Burglary Data ~ Beat D545 ~ 12/06/2016 through 12/05/2017



	D545
Accident	28
Burglary	7

Time of Day - Highest # of incidents
D545— 1600 & 1900

Day of Week - Highest # of incidents
D545— Wednesday & Thursday

Deer Park Police Department ~ Accident & Burglary Data ~ Beat D547~ 12/06/2016 through 12/05/2017

	D547	D548
Accident	28	30
Burglary	8	6

Time of Day - Highest # of incidents

D547— 0000, & 1800—2000

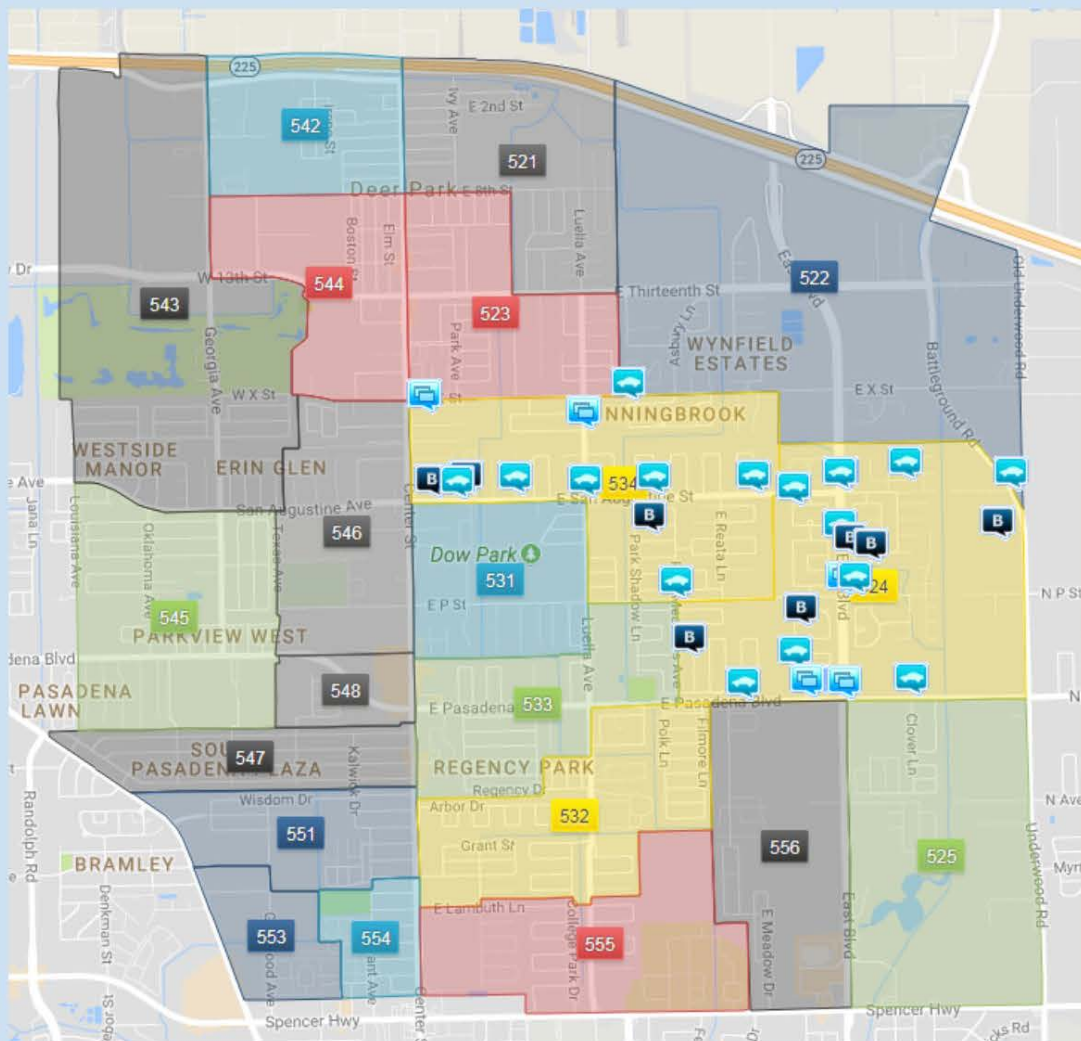
D548— 1800 & 1900

Day of Week - Highest # of incidents

D547— Monday & Friday

D548— Tuesday & Friday

Deer Park Police Department ~ Accident & Burglary Data ~ Beat D524 ~ 12/06/2016 through 12/05/2017



	D524	D534
Accident	27	16
Burglary	5	3

Time of Day - Highest # of incidents

D524—1300, 1800, & 2000

D534—0900, 1100—1200, & 1700—1800

Day of Week - Highest # of incidents

D524— Thursday

D534— Thursday & Friday

Resolution No. _____

A RESOLUTION AUTHORIZING AND APPROVING A GRANT APPLICATION AND AGREEMENT BETWEEN THE CITY OF DEER PARK, TEXAS, AND THE STATE OF TEXAS DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION IN THE AMOUNT OF FORTY-FOUR THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND SIXTY CENTS (\$44,999.60) TO CONDUCT A SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) DIRECTED AT TRAFFIC ENFORCEMENT TO BE ADMINISTERED BY THE POLICE DEPARTMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

Section 1. That the Mayor is hereby authorized and directed to execute for and on behalf of the City a grant application and agreement pursuant thereto, a copy of which grant application is attached hereto and incorporated herein for all purposes as Exhibit “A”, between the State of Texas Department of Highways and Public Transportation and the City of Deer Park to conduct a STEP- Selective Traffic Control Enforcement Program to be administered by the Police Department. The program will be focused on reducing the number of accidents, injuries, and fatalities in Deer Park through the overtime enforcement of traffic statutes and public awareness efforts during the period of time from October 1, 2018, through September 30, 2019.

Section 2. That the State will contribute the amount of FORTY-FOUR THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND SIXTY CENTS (\$44,999.60) and the City’s contribution shall be the amount of FORTY-SEVEN THOUSAND SIX HUNDRED SEVENTY DOLLARS AND ELEVEN CENTS (\$47,670.11) for the total grant amount of NINETY-TWO THOUSAND SIX HUNDRED SIXTY-NINE DOLLARS AND SEVENTY-ONE CENTS (\$92,669.71). The City's contribution shall be composed of the salaries and benefits attached to certain employees assigned to work the program, along with training for the Traffic Sergeant /Traffic Officers, and supplies.

Section 3. That the City Council officially determines that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

PASSED, APPROVED, AND ADOPTED THIS THE ____ DAY OF _____ A.D., 2017.

MAYOR, CITY OF DEER PARK, TEXAS

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY



Legislation Details (With Text)

File #: ORD 18-001 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 12/18/2017 **In control:** City Council

On agenda: 1/2/2018 **Final action:**

Title: Consideration of and action on the results of the joint public hearing and a proposed ordinance on the request of City of Deer Park to amend the Code of Ordinance Appendix A- Zoning, Section 14.02 to allow Heliports or Helistops as an accessory use for medical facilities in the General Commercial Zoning District.

Sponsors:

Indexes:

Code sections:

Attachments: [Heliports and Helistops-10-2017](#)

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Consideration of and action on the results of the joint public hearing and a proposed ordinance on the request of City of Deer Park to amend the Code of Ordinance Appendix A- Zoning, Section 14.02 to allow Heliports or Helistops as an accessory use for medical facilities in the General Commercial Zoning District.

Summary:

The Planning and Zoning Commission met on November 6, 2017. It is their recommendation to approve the rezoning request of the City of Deer Park.

Fiscal/Budgetary Impact:

Recommendation is to approve the request. If ordinance is approved, passing of the ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DEER PARK BY AMENDING APPENDIX A – ZONING, SECTION 14.02 – HELIPORTS AND HELISTOPS, BY ALLOWING HELIPORTS OR HELISTOPS AS AN ACCESSORY USE FOR MEDICAL FACILITIES LOCATED IN COMMERCIAL DISTRICTS AND REQUIRING A SPECIFIC USE PERMIT; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Deer Park adopted a zoning ordinance for land uses in the city; and

WHEREAS, the City Council has heard a request to consider a text amendment to the ordinance in the regulations for the General Commercial District (GC); and

WHEREAS, the City Council has referred the matter to the Planning and Zoning Commission, and both bodies have held public hearings on the proposed text amendment, following proper notice and procedure; and

WHEREAS, the Planning and Zoning Commission finds that the text amendment is appropriate for the development of medical facilities in commercial districts, and has made a report to City Council; and

WHEREAS, City Council has received the report and finds that the proposed text amendment is appropriate and necessary for the development of medical facilities in Commercial Districts, that the amendment will not adversely affect the public health, safety, or welfare, and will contribute to the economic growth of the city;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

Section 1. That the Code of Ordinances of the City of Deer Park be amended by adding to Appendix A – Zoning, at the end of Section 14.02 Heliports and Helistops, to read as follows;

That Heliports and Helistops be allowed as an accessory use for medical facilities located in Commercial Districts provided that a specific use permit is granted and all other requirements in this section are met.

Section 2. That all ordinances and parts of Ordinances in conflict herewith are hereby repealed to the degree of any conflict.

Section 3. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

Section 4. The City Council finds that this Ordinance relates to the immediate preservation of the public peace, safety and welfare, in that it is necessary for the protection of the citizens of this City, and the property located therein, that provision be made for the zoning ordinance for the orderly and safe use of Heliports and Helistops, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three several days should be dispensed with, and this Ordinance should be passed finally on its introduction; and, accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2018 **by a vote of** _____ **“Ayes” and** _____ **“Noes”.**

MAYOR, City of Deer Park

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #:	ORD 18-002	Version:	1	Name:	
Type:	Ordinance	Status:		Agenda Ready	
File created:	12/19/2017	In control:		City Council	
On agenda:	1/2/2018	Final action:			
Title:	Consideration of and action on a recommendation from the Planning and Zoning Commission and a proposed ordinance on the request of Sanwood Investments for a Specific Use Permit to construct a bulk warehouse at 4600 Underwood Road.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sandwood letter 4600 Underwood Road (Sanwood Investments) Specific Use Permit-Sandwood Investments-4600 Underwood-12-2017				

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

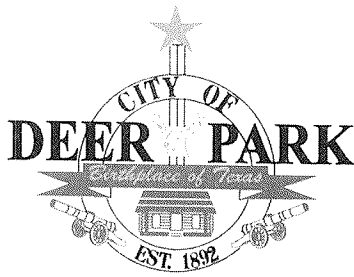
Consideration of and action on a recommendation from the Planning and Zoning Commission and a proposed ordinance on the request of Sanwood Investments for a Specific Use Permit to construct a bulk warehouse at 4600 Underwood Road.

Summary:

On December 18, 2017, the Planning and Zoning Commission met for a public hearing to consider the request of Sanwood Investments for a Specific Use Permit to construct a bulk warehouse at 4600 Underwood Road. The Planning and Zoning Commission would like to recommend the request be granted.

Fiscal/Budgetary Impact:

Approval is recommended, per the Planning and Zoning Commission



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

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

PLANNING & ZONING COMMISSION

December 19, 2017

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

Honorable Mayor and Council:

On December 18, 2017 the Planning and Zoning Commission met for a public hearing to consider the request of Randy Stockwell and Sandwood Investment for a bulk warehouse at 4600 Underwood Road.

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

Respectfully submitted,

Don Tippit
Vice Chairman
Planning and Zoning Commission

Sanwood Investments, LP

Mail: PO Box 5427 Pasadena, Texas 77508

Physical: 4913 College Park Drive, Deer Park, Tx 77536

(O) 281-476-4722 (F) 281-479-6219

October 18, 2017

City of Deer Park
City Council

Application for Specific Use Permit

Location:
4600 Underwood Road
Deer Park, Texas 77536

Owner / Applicant:
Sanwood Investments, LP
Mr. Randy Stockwell
281-476-4722

We are applying for a Specific Use Permit, per the City of Deer Park's Zoning requirements. The Industrial Group 35 Bulk Warehouse classification requires we apply for this additional permit.

We intend to construct a 400,000 square foot warehouse building at 4600 Underwood Road in Deer Park, Texas.

This site is located on the West side of Underwood Road, North of Spencer Highway and South of Aaron Street in Deer Park.

The land is currently zoned as M-1 Light Industrial, which allows this facility to be built at this location.

However, the Industrial Group 35: Bulk Warehouse classification requires this Specific Use Permit.

Thank you for considering our request.

Mr. Randy Stockwell
President

CITY OF DEER PARK

Specific Use Permit



LN-002326-2017

PERMIT #: LN-002326-2017

ISSUED DATE: October 18, 2017

PROJECT:

EXPIRATION DATE: October 18, 2018

PROJECT ADDRESS: 4600 UNDERWOOD RD

OWNER NAME: Sandwood Investments Lp

CONTRACTOR:

ADDRESS: 4913 Colleg Park Dr

ADDRESS:

CITY: Deer Park

CITY:

STATE: TX

STATE:

ZIP: 77536-6306

ZIP:

PHONE:

PROJECT DETAILS

PROPOSED USE:

SQ FT: 0

DESCRIPTION: Specific Use For A Bulk Warehouse

VALUATION: \$ 0.00

PERMIT FEES

TOTAL FEES: \$ 1,000.00

PAID: \$ 1,000.00

BALANCE: \$ 0.00

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

NOTICE

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

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

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

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT

DATE

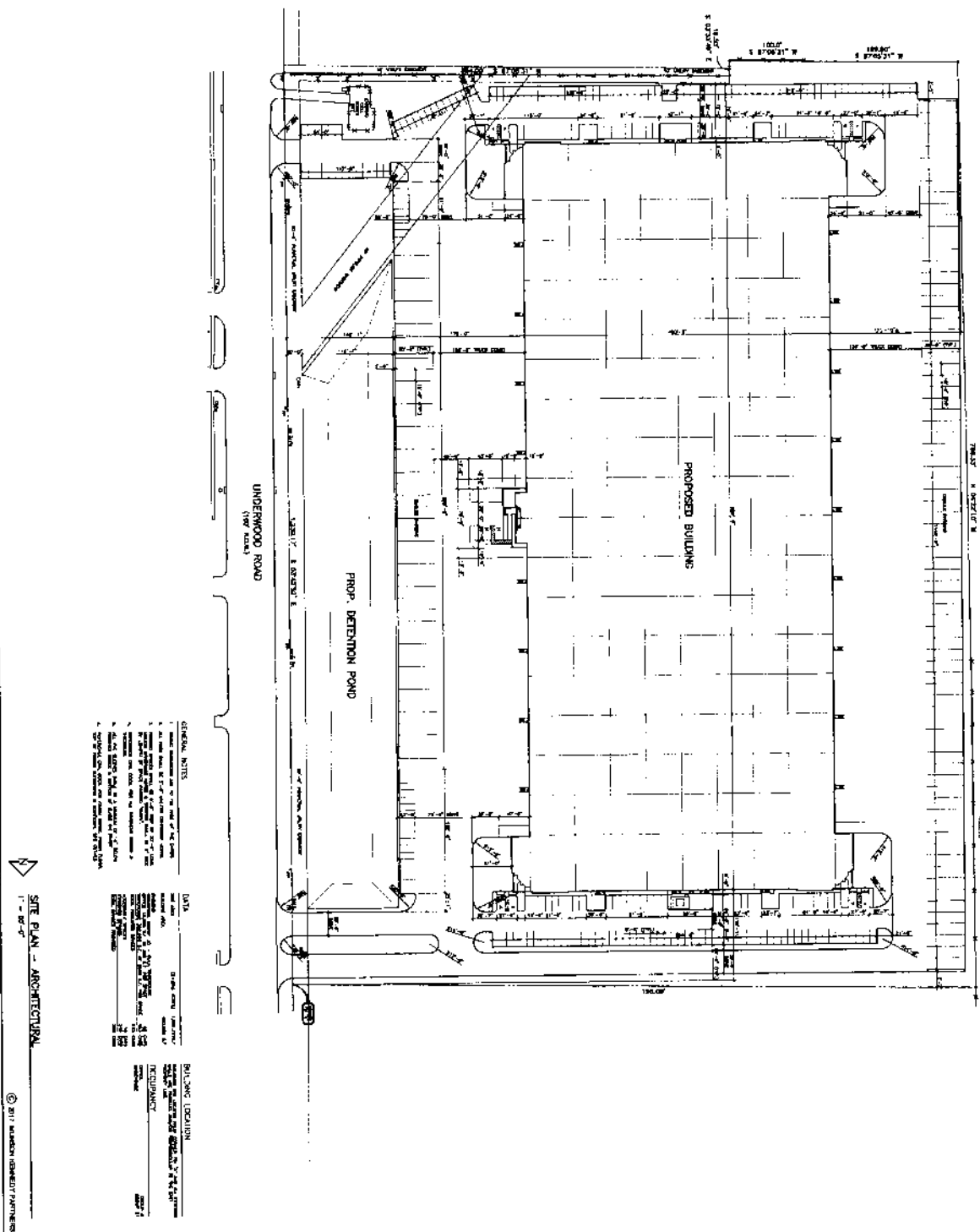
APPROVED BY

DATE

TO SCHEDULE NEXT DAY INSPECTIONS CALL BY 4PM 281-478-1246
ALL REINSPECTIONS ARE SUBJECT TO A \$45.00 REINSPECTION FEE

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

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



- GENERAL NOTES**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS CONSTRUCTION SPECIFICATIONS.
 2. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS CONSTRUCTION SPECIFICATIONS.
 3. THE PROPOSED DETENTION POND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS CONSTRUCTION SPECIFICATIONS.
 4. THE PROPOSED PAVING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS CONSTRUCTION SPECIFICATIONS.
 5. THE PROPOSED UTILITY LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS CONSTRUCTION SPECIFICATIONS.

DATA

PROJECT NO.	17-018
DATE	10/18/17
DESIGNER	ARCHITECTURAL
CLIENT	NEW SHELL BUILDING
LOCATION	4600 UNDERWOOD ROAD, DEER PARK, TEXAS 77536
PROJECT TYPE	DISTRIBUTION CENTER
PHASE	PRELIMINARY
SCALE	1" = 40'-0"

REVISIONS

NO.	DATE	DESCRIPTION
1	10/18/17	ISSUED FOR PERMIT

PROJECT
A1.1

DATE
10/18/17

DESIGNER
ARCHITECTURAL

CLIENT
NEW SHELL BUILDING

LOCATION
4600 UNDERWOOD ROAD, DEER PARK, TEXAS 77536

PROJECT TYPE
DISTRIBUTION CENTER

PHASE
PRELIMINARY

SCALE
1" = 40'-0"

NEW SHELL BUILDING

UNDERWOOD DISTRIBUTION CENTER

4600 UNDERWOOD ROAD DEER PARK, TEXAS 77536

ARCHITECT
 KENNEDY KENNEDY PARTNERS
 10/18/17

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO OPERATE A LAY DOWN YARD ON A 24.42 ACRE TRACT OF LAND LOCATED AT 4600 UNDERWOOD ROAD, DEER PARK, TEXAS; AND DECLARING AN EMERGENCY.

WHEREAS, SANDWOOD INVESTMENTS, L.P., the owner of an 24.42 acre tract of land located at 4600 Underwood Road, Deer Park, Harris County, Texas, has made application for a Specific Use Permit on behalf of **SANDWOOD INVESTMENTS, L.P.**, pursuant to section 17.04 of Ordinance No. 819, the Zoning Ordinance Appendix “A” of the City of Deer Park, Texas, to operate a lay down yard on said property; and

WHEREAS, following due notice, the Planning and Zoning Commission of the City of Deer Park, Texas, held a Public Hearing upon such application and, having investigated the manner in which the proposed location and character of such Specific Use will affect the Zoning Ordinance and the comprehensive plan of the City of Deer Park, Texas, made final report and recommendation to the City Council of the City of Deer Park, Texas, recommending that such application be conditionally granted; and

WHEREAS, the City Council of the City of Deer Park, Texas, finds that the granting and approval of said application for such Specific Use Permit will not adversely affect the character and appropriate use of the area of neighborhood in which it is proposed to be located, will not substantially depreciate the value of adjacent and nearby properties for use in accordance with the regulations of the Zoning District in which they are located; will not be detrimental in keeping with the spirit and intent of said Zoning Ordinance; will not adversely affect traffic, public utilities, public health, public safety and the general welfare under the conditions hereinafter set forth;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
DEER PARK:**

1. That **SANDWOOD INVESTMENTS, L.P.** be, and is hereby, granted a Specific Use Permit for the purpose of operating a lay down yard, at 4600 Underwood Road, Deer Park, Texas, subject to **SANDWOOD INVESTMENTS L.P.’s** complying with all the requirements of the Zoning Ordinance of the City of Deer Park and plat submitted for said project.

2. A copy of this Ordinance, duly certified by the City Secretary and approved by the City Engineer of the City of Deer Park, Texas shall operate as the Permit.

3. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was give, all as required by Chapter 551 of the Government Code of the State of Texas.

4. The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare of the citizens of Deer Park in that it is necessary that the improvements provided for by this Ordinance can become available at the earliest possible moment, so as to provide adequate storage of frac tanks to reduce the environmental impact on the property, which will protect the citizens of Deer Park, Texas, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction; and accordingly, such requirement is dispensed with and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2018 **by a vote of** _____ **“Ayes” and** _____ **“Noes”.**

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 18-003 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 12/19/2017 **In control:** City Council
On agenda: 1/2/2018 **Final action:**
Title: Consideration of and action on an ordinance granting a pipeline franchise to FLST LLC for a sixteen inch (16") Ethane Pipeline. (first reading)
Sponsors:
Indexes:
Code sections:
Attachments: [Application & payment](#)

[CenterLine Description 16 Inch Pipeline Through City of Deer Park City Limits 121917](#)
[ROUTE COVER SHEET CITY OF DEER PARK](#)
[FLST-Lavaca Pipeline-Granting-12-2017](#)

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Consideration of and action on an ordinance granting a pipeline franchise to FLST LLC for a sixteen inch (16") Ethane Pipeline. (first reading)

Summary:

FLST's application for a pipeline has been reviewed by Engineering Coordinator Fred Beck who has reviewed the valve placement with the Fire Marshal and the proposed route, and finds the application to be sufficient for granting a pipeline.

The process for granting a pipeline franchise requires the reading of the proposed ordinance at three meetings with the final reading being no less than forty-two (42) days after the first reading. The ordinance will be read on the January 2nd, January 16th with adoption on February 6th.

Fiscal/Budgetary Impact:

None

The application for the pipeline to be granted.



GULLETT &
ASSOCIATES INC.

Gullett & Associates, Inc.
P.O. Box 230187
Houston, Texas 77223-0187
(713) 644-3219

December 7, 2017

City of Deer Park
City Hall
710 East San Augustine
Deer Park, TX 77536
Attn: Shannon Bennett
City Secretary

RE: Permit Application for Proposed new construction of a 16" Pipeline for FLST LLC doing business as Lavaca LST Pipeline LLC crossing several City streets within the City Limits of the City of Deer Park.

Dear Ms. Bennett:

Please find enclosed ten sets of Alignment and Detail drawings for the above referenced project. The Alignment drawings show the entire project and the Detail drawings are of streets and roads crossed within the City Limits of Deer Park. The pipeline will be installed within the CenterPoint Energy corridor within the City of Deer Park. Please note that there will be a main line valve located at the beginning of the project at a surface site and is shown on alignment map page number DEER PARK-301. There will also be a main line valve located at a surface site and shown on alignment map page number DEER PARK-307. The main line valves will be fenced and marked for easy identification from the nearest roadway. The pipeline will carry Ethane.

FLST LLC doing business as Lavaca LST Pipeline LLC mailing address is 1300 Main Street, Houston, Texas 77002. The 24-hour Emergency phone number is 1-877-839-7473.

We hereby request acquiring the necessary permission from the City of Deer Park to begin construction of this pipeline project.

Please find enclosed a check in the amount of \$500.00 for the application fee: \$200.00 for the Initial Permit Fee and \$300.00 for the Franchise Fee that will also be due annually.

Thank you in advance for your prompt attention to this matter.
Should you have any questions please call my office at 713.644.3219.

Sincerely,

A handwritten signature in blue ink that reads "David Turnbo". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

David Turnbo,
Permit Supervisor
Land & Right of Way Department
Gullett and Associates, Inc.
7135 Office City Drive
Houston, Tx 77087
Office: 713:644-3219
Fax: 713-649-0020
Cell: 713-252-2151

CITY OF DEER PARK

REC#: 01364797 12/12/2017 9:04 AM
OPER: AC TERM: 001
REF#: 007576
PAID BY:

TRAN: 266.0000 FRANCHISE TAX REVENUE
LONE STAR NGL LLC
FRANCHISE TAX REVEN 500.00CR

TENDERED: 500.00 CHECK
APPLIED: 500.00-

CHANGE: 0.00

December 19, 2017

STATE OF TEXAS

COUNTY OF HARRIS

EXHIBIT "A"

**CENTERLINE DESCRIPTION FOR PROPOSED 16" PIPELINE
ACROSS CITY OF DEER PARK**

Centerline description for a proposed 16" pipeline, extending over, through, along and across the CITY OF DEER PARK being situated in the Nicholas Clopper Survey, Abstract 198, the George M. Patrick Survey, Abstract 624, and the William Jones Survey, Abstract 482, in Harris County, Texas, said centerline being more fully described as follows:

Bearings and coordinates are based on the Texas Coordinate System, South Central Zone, NAD 83 (in feet).

BEGINNING at a point in the West right-of-way line of Old Underwood Road and within a Centerpoint tower line right-of-way, said "POINT OF BEGINNING" being North 02°53'20" West a distance of 208.28 feet from an iron rod found at the Northeast corner of a called 1.667 acre tract as recorded in Volume 3566 Page 534 of the Harris County Deed Records, said "POINT OF BEGINNING" having coordinates N=13,820,170.46, E=3,210,189.74;

THENCE, within said Centerpoint tower line right-of-way, the following courses:

South 86°56'47" West, a distance of 4,311.47 feet to an angle point;

South 34°00'38" West, a distance of 58.70 feet to an angle point;

South 86°50'21" West, a distance of 137.45 feet to an angle point;

South 03°01'37" East, a distance of 1,884.62 feet to an angle point;

South 02°39'23" East, a distance of 390.75 feet to an angle point;

South 03°09'49" East, a distance of 1,183.81 feet to an angle point;

South 03°27'48" East, a distance of 480.25 feet to an angle point;

South 02°53'18" East, a distance of 1,494.86 feet to an angle point;

South 03°09'49" East, a distance of 910.42 feet to an angle point;

THENCE, along a curve to the right having a radius of 1,600 feet, a delta of 14°37'40", a length of 408.48 feet and a chord which bears S 04°09'01" W, a distance of 407.37 feet to a point;

THENCE, South 11°27'51" West, a distance of 30.28 feet to a point;

THENCE, along a curve to the left having a radius of 1,600 feet, a delta of $14^{\circ}39'52''$, a length of 409.51 feet and a chord which bears $S\ 04^{\circ}07'55''\ W$, a distance of 408.39 feet to a point;

THENCE, South $03^{\circ}12'01''$ East, a distance of 2,482.54 feet to a point;

THENCE, South $04^{\circ}14'49''$ East, a distance of 189.14 feet to a point;

THENCE, South $03^{\circ}06'16''$ East, at a distance of 369.02 feet to the **POINT OF EXIT** of said CITY OF DEER PARK City Limit in the North right-of-way line of Spencer Highway, said "POINT OF EXIT" being North $86^{\circ}54'00''$ East a distance of 69.69 feet from an iron rod found at the Southwest corner of a called 11.309 acre tract as recorded in Volume 2554 Page 435 Harris County Deed Records, said "POINT OF EXIT" having coordinates of $N=13,809,669.77$, $E=3,206,159.52$.

Total Feet: 14,741.30'

Total Rods: 893.41

Plat attached.



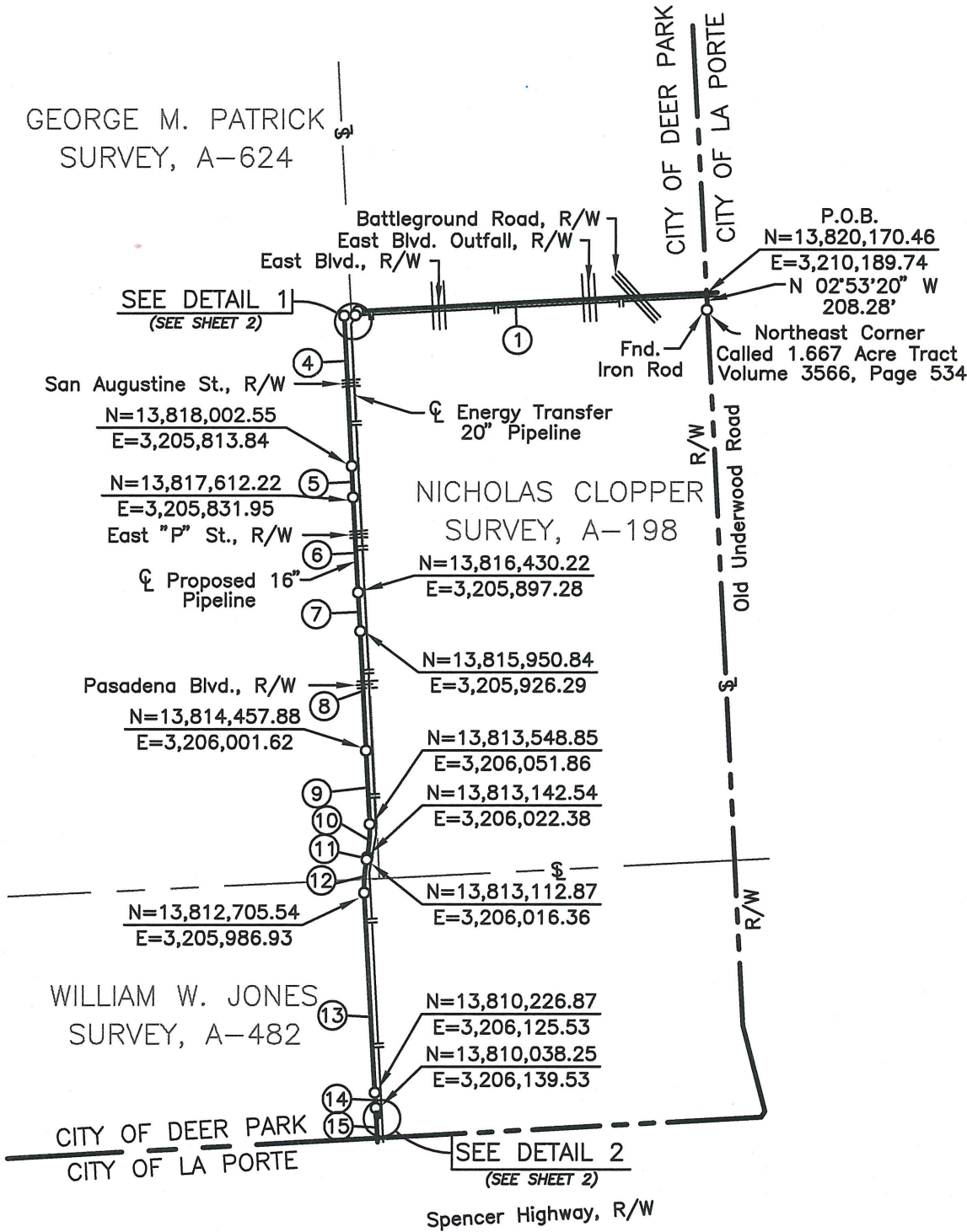
Roger Errasti
Roger Errasti

12/19/2017
R.P.L.S. No. 6563

HARRIS COUNTY, TEXAS



GEORGE M. PATRICK
SURVEY, A-624



I, Roger Errasti, Do Hereby Certify That
This Plat Reflects a Survey Made On the
Ground Under my Supervision During
August, 2017.




Roger Errasti 12/19/2017
Roger Errasti
Registered Professional Land Surveyor No. 6563

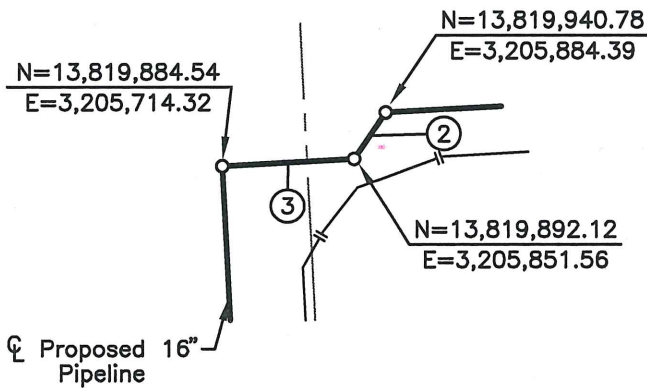
- Notes:
- 1) All Bearings And Coordinates Are Based On The "Texas Coordinate System", South Central Zone, NAD 83 (US Feet).
 - 2) Description Attached.

EXHIBIT "B"

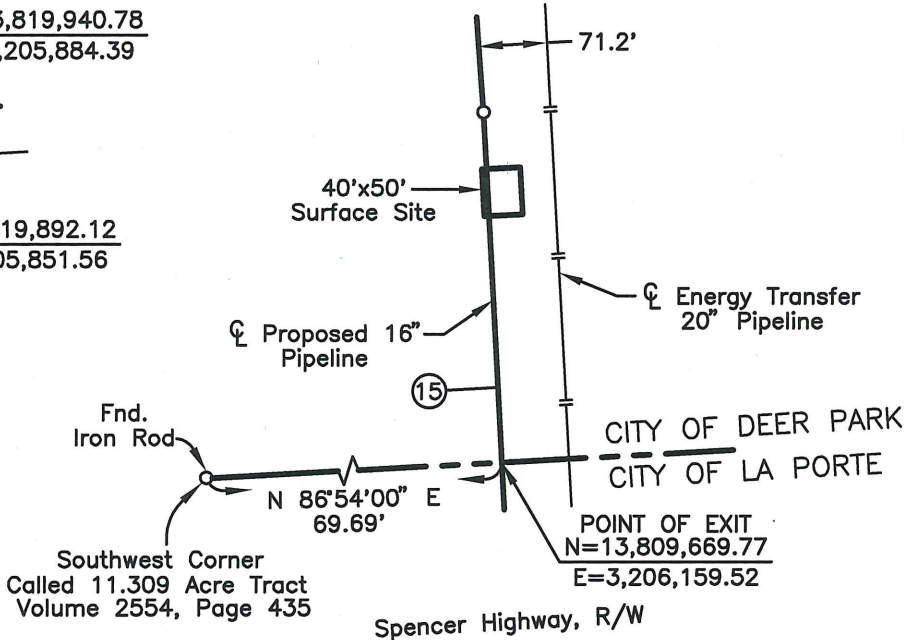
Proposed 16" Pipeline:
Total Feet: 14,741.30
Total Rods: 893.41

PIPELINE, STATION, OR ACCOUNT NUMBER		SCALE 1" =2000'		CONST. YR.		FLST LLC Houston, Texas		PROJECT NO. 415000000001		
FILENUMBER CADD FILENAME 4988213_-1			DRAWN EG	DATE 10/17						
REV. NO. — DESCRIPTION		BY	DATE	APP.	 GULLETT & ASSOCIATES, INC. 7135 OFFICE CITY DRIVE HOUSTON, TEXAS 77037 (713) 644-8210 Firm No. TX 100684-00 www.gulonline.com		PROPOSED 16" PIPELINE ACROSS CITY OF DEER PARK HARRIS COUNTY, TEXAS		PREVIOUS DWG. NO. N/A	
									SHT. OF	
									DWG. NO. CA-4988-213	
									SHT. 1 OF 2	

HARRIS COUNTY, TEXAS



DETAIL 1
Proposed 16" Pipeline
Scale: 1"=200'



DETAIL 2
Proposed 16" Pipeline
Scale: 1"=200'

LINE TABLE		
LINE	BEARING	LENGTH
1	S 86°56'47" W	4,311.47'
2	S 34°00'38" W	58.70'
3	S 86°50'21" W	137.45'
4	S 03°01'37" E	1,884.62'
5	S 02°39'23" E	390.75'
6	S 03°09'49" E	1,183.81'
7	S 03°27'48" E	480.25'
8	S 02°53'18" E	1,494.86'
9	S 03°09'49" E	910.42'
11	S 11°27'51" W	30.28'
13	S 03°12'01" E	2,482.54'
14	S 04°14'49" E	189.14'
15	S 03°06'16" E	369.02'

CURVE TABLE				
LINE	RADIUS	LENGTH	TANGENT	DELTA
10	1,600.00'	408.48'	205.36'	14°37'40"
CH S 04°09'01" W		407.37'		
12	1,600.00'	409.51'	205.88'	14°39'52"
CH S 04°07'55" W		408.39'		

I, Roger Errasti, Do Hereby Certify That
This Plat Reflects a Survey Made On the
Ground Under my Supervision During
August, 2017.




Roger Errasti 12/19/2017
Roger Errasti
Registered Professional Land Surveyor No. 6563

Notes:

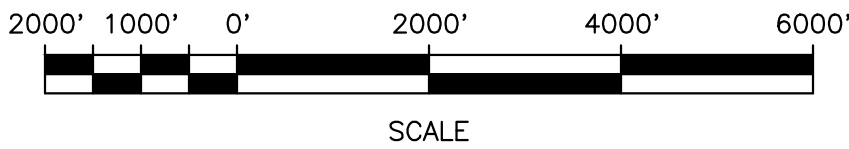
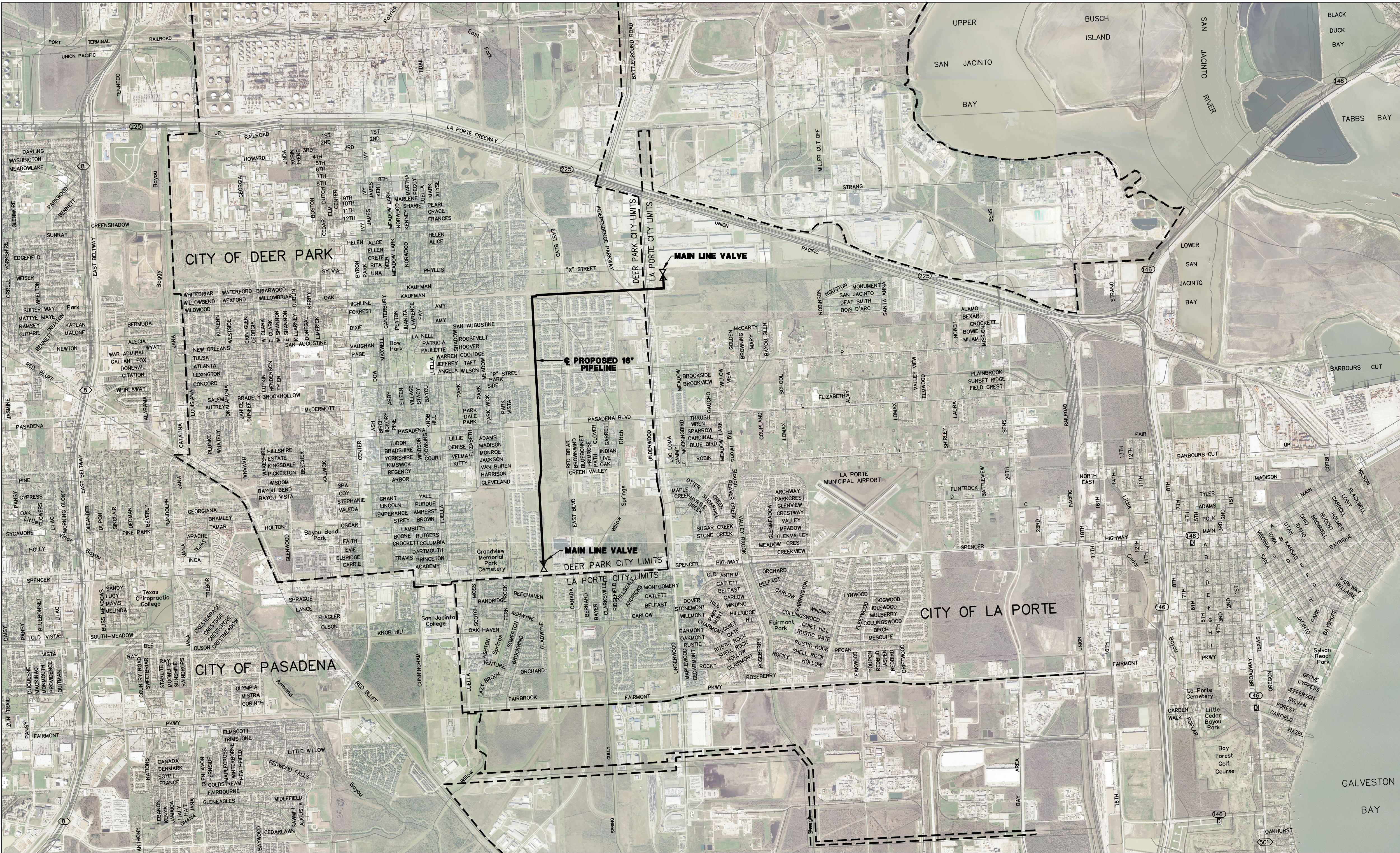
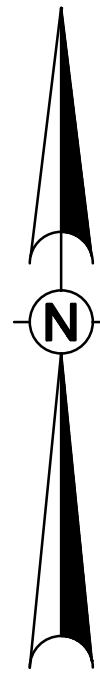
- 1) All Bearings And Coordinates Are Based On The "Texas Coordinate System", South Central Zone, NAD 83 (US Feet).
- 2) Description Attached.

EXHIBIT "B"

Proposed 16" Pipeline:
Total Feet: 14,741.30'
Total Rods: 893.41

PIPELINE, STATION, OR ACCOUNT NUMBER		SCALE 1" =2000'		CONST. YR.		FLST LLC Houston, Texas		PROJECT NO. 415000000001		
FILENUMBER CADD FILENAME 4988213_-1			DRAWN eg	DATE 10/17						
REV. NO. -- DESCRIPTION		BY	DATE	APP.	<div><p>GULLETT & ASSOCIATES, INC. 7155 OFFICE CITY DRIVE HOUSTON, TEXAS 77067 (713) 644-3219 Firm No. TX 100684-00 www.gulletonline.com</p></div>		PROPOSED 16" PIPELINE ACROSS CITY OF DEER PARK HARRIS COUNTY, TEXAS		PREVIOUS DWG. NO. N/A	
				SHT. OF						
				DWG. NO.						
				CA-4988-213						
				SHT. 2 OF 2						

PROPOSED 16" PIPELINE
ACROSS CITY OF DEER PARK



SCALE



GULLETT & ASSOCIATES, INC.
7135 OFFICE CITY DRIVE HOUSTON, TEXAS 77087
(713) 644-3219 www.gulonline.com
Firm No. TX 100884-00

DWG. NO.	REFERENCE DRAWING TITLE	NO.	REVISION - DESCRIPTION	BY	DATE	CHK'D	APP'D	DWG. STATUS	CHECKED			APPROVED			P.L./STA. NO. ACCOUNT NO. CONSTRUCTION YEAR	FLST LLC	PROPOSED 16" PIPELINE ROUTE MAP ACROSS CITY OF DEER PARK HARRIS COUNTY, TEXAS	PROJECT NO. 41500000001
									BY	DATE	BY	DATE	BY	DATE				
								PREL.Y							DESIGN	BY	DATE	PREVIOUS DWG. NO. N/A
								BID							DRAWN	MS	09/17	SHEET OF
								CONSTR.							ASBUILT			DWG. NO.
								CADD							FILE NO.			COVERDEERPARK
															SCALE: 1" = 2,000'			SHEET 1 OF 15

ORDINANCE NO. _____

AN ORDINANCE GRANTING FLST LLC D/B/A LAVACA LST PIPELINE LLC, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS PROPOSED 16-INCH PIPELINE, WHICH WILL BE INSTALLED IN THE CENTERPOINT ENERGY CORRIDOR AND CROSSES, SPENCER HIGHWAY, PASADENA BOULEVARD, SAN AUGUSTINE, EAST BOULEVARD, SOUTH BATTLEGROUND ROAD AND OLD UNDERWOOD ROAD, IN THE CITY OF DEER PARK, HARRIS COUNTY, TEXAS, FOR THE PURPOSE OF TRANSPORTING ETHANE; PROVIDING FOR A FEE; PROVIDING AN INDEMNITY CLAUSE; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; RESERVING ALL POWERS OF REGULATION; PROVIDING FOR ACCEPTANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY BY FINE OF UP TO \$2,000.00 FOR EACH DAY'S VIOLATION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

Section 1. Subject to compliance with the terms, conditions and provisions of this Ordinance the City of Deer Park, Texas, herein called "Grantor", does hereby grant unto **FLST LLC D/B/A LAVACA LST PIPELINE LLC**, its successors and assigns, herein called "Grantee", the right, privilege and franchise to construct, install, extend, remove, replace, abandon, operate in, under, across and along any and all of the present and future streets, as described in Grantee's proposal, heretofore filed with the City Secretary, a twenty inch (16") diameter steel pipeline for the purpose of transporting ethane.

Section 2. Grantee's facilities shall be so constructed and maintained as not to interfere unreasonably with any existing water line, sanitary sewer line, storm sewer line, telephone line, telegraph line, gas line or any appurtenance to any of the same, or with ordinary travel over the public streets, sidewalks, thoroughfares and ways of Grantor or the flow of water in any gutter or drain. Within the streets or other public ways of the Grantor, the location and route of all facilities heretofore or hereafter placed and constructed and to be placed and constructed by Grantee in the construction and maintenance of its pipeline within the corporate boundaries of Grantor shall be subject to the reasonable and proper regulation, control and direction of the Grantor, or of any official of Grantor to whom such duties have been or may be duly

delegated, which regulation and control shall include, but not by way of limitation, the right to require, in the relocation of Grantee's facilities, exclusive of facilities installed for service exclusively to the Grantor, at Grantee's cost within the present, proposed or future proposed streets, both public and private, and places whenever such shall be reasonably necessary on account of the installation, relocation, change removal or addition of Grantor's water, sanitary sewer or storm sewer line or appurtenances or the widening, paving, repaving, change of grade, relocation or other construction by Grantor within such present, proposed or future proposed public or private streets, places or ways. The surface of any public road, highway, streets, lanes, alleys or other public place disturbed by Grantee in erecting, constructing, maintaining, operating, using, extending, removing, replacing or repairing its pipelines shall be restored immediately after the completion of the work to as good a condition as before the commencement of the work and maintained to the satisfaction of the Grantor, or of any official of Grantor to whom such duties have been or may be duly delegated, for one year from the date the surface of said public road, highway, street, lane, alley or other public place is broken for such construction, maintenance or removal work. Grantee shall, as soon as reasonably possible, notify City's Fire and Police Departments of the commencement of any of the aforesaid work giving its location and extent. No public road, highway, street, lane, alley or other public place shall be encumbered by construction, maintenance or removal work by Grantee for a longer period than shall be necessary to execute such work.

Section 3. Grantee agrees to pay an initial fee of Two Hundred Dollars (\$200.00) for this franchise and an annual fee thereafter in the sum of Three Hundred Dollars (\$300.00), payable annually in advance, on or before the anniversary date of the final passage of this Ordinance.

Section 4. Grantee agrees by accepting the franchise, to save the City of Deer Park harmless from all liability for injury or damage to any person or persons, or property, caused by the construction, maintenance, operation, repair or removal of any part or all of such pipeline, and to pay to the City of Deer Park all damages caused to the City by reason of any such matters, including, without limitation thereby, the

cost of repaving any cut in any pavement with materials approved by the City Manager and of repairing all excavations made by the Grantee in any street, alley, or public place. Additionally, Grantee agrees to list the City of Deer Park as an additional insured on any liability insurance policies which cover Grantee's pipeline operations within the City.

Section 5. Nothing herein contained shall ever be held or considered as conferring upon Grantee and its successors and assigns any exclusive rights or privileges of any nature whatsoever.

Section 6. The Grantor by the granting of this franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights, now or hereafter vested in the Grantor to regulate the operation of this pipeline, and Grantee by its acceptance of this franchise agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the Grantor shall be in full force and effect and subject to the exercise thereof by the Grantor at any time and from time to time. In granting this franchise, it is understood that the lawful power vested by law in the Grantor to regulate all public utilities within Grantor and to regulate the local rates of public utilities within the Grantor within the limits of the Constitution and laws, and to require all persons or corporations to discharge the duties and undertakings, for the performance of which this franchise is made, is reserved; and this grant is made subject to all lawful rights, powers and authorities, either of regulation or otherwise, reserved to the Grantor by law.

Section 7. The terms and conditions hereof shall be equally binding upon the successors and assigns of Grantee and upon any person or firm or company which may succeed to or acquire the properties of Grantee within Grantor City. The continued operation of Grantee's pipeline shall be deemed agreement to all of the terms hereof.

Section 8. City shall have the right to inspect any part of Grantee's pipeline or facilities within Grantor City at any reasonable time and from time to time.

Section 9. The Grantee shall, within thirty (30) days from the date this Ordinance is finally passed,

file with the Grantor a written statement signed in its name and behalf in the following form:

"To the City of Deer Park:

"The Grantee, for itself, its successors and assigns, hereby accepts the above and foregoing Ordinance and agrees to be bound by all of its terms and provisions."

FLST LLC D/B/A LAVACA LST PIPELINE LLC

By: _____

Dated the _____ day of _____, 2018."

Subject to compliance by Grantee with the terms hereof, this franchise, if so accepted, shall take effect on the date of acceptance.

Section 10. If any provision, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the Grantor in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation, and to this end, all provisions of this Ordinance are declared to be severable.

Section 11. Any person, firm or corporation who shall violate any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined in any sum not exceeding Two Thousand Dollars (\$2,000.00) and each day's violation shall constitute a separate offense.

Section 12. It is officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

Section 13. This Ordinance or the caption thereof shall be read at three (3) regular meetings of the

City Council of the City of Deer Park, Texas, and shall not be finally acted upon until at least forty-two (42) days after the first reading hereof. It shall take effect if passed on that date.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed and approved** on the first reading on this the ____ day of _____, 2018 **by a vote of** **“Ayes” and** **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed and approved** on the second reading on this the ____ day of _____, 2018 **by a vote of** **“Ayes” and** **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on the third and final reading on this the ____ day of _____, 2018 **by a vote of** **“Ayes”** **and** **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 18-004 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 12/19/2017 **In control:** City Council
On agenda: 1/2/2018 **Final action:**
Title: Consideration of and action on an ordinance amending the Fiscal Year 2017-2018 Planning & Development Department Budget for emergency repairs to the bucket truck.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [Ord - Amend Budget FY18 Bucket Truck](#)

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Consideration of and action on an ordinance amending the Fiscal Year 2017-2018 Planning & Development Department Budget for emergency repairs to the bucket truck.

Summary:

All of the hydraulic hoses that operate the bucket on the Versalift Bucket Truck need to be replaced. This expenditure was not anticipated for the current budget year, but the approximate \$20,000 cost can be covered by the \$500,000 contingency in the General Fund. The quote from Hi-Tech Truck Rigging & Equipment Co. includes \$10,563 for material and \$9,100 for labor, but the final cost will also include freight for the hydraulic hoses. This purchase from Hi-Tech Truck Rigging & Equipment Co. will be through the Buy Board Purchasing Cooperative.

Fiscal/Budgetary Impact:

Increase the Fiscal Year 2017-2018 Planning & Development Budget by \$20,000.00 to be funded by the contingency line item included in the Fiscal Year 2017-2018 General Fund. Contingency funds are available for this purpose.

Approve the ordinance amending the Fiscal Year 2017-2018 Planning & Development Department Budget.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2017-2018 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

I.

That the City of Deer Park's budget for the fiscal year ending September 30, 2018 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

II.

That the replacement of all of the hydraulic hoses operating the bucket on the Versalift Bucket Truck was not an anticipated expenditure in the fiscal year ending September 30, 2018.

III.

That it has become necessary to replace all of the hydraulic hoses operating the bucket on the Versalift Bucket Truck.

IV.

That to replace all of the hydraulic hoses operating the bucket on the Versalift Bucket Truck, it is necessary to amend the budget for the fiscal year ending September 30, 2018 to include an additional \$20,000.00 in the Planning & Development Department budget.

V.

That funding for the amendment to the expenditures of the adopted Planning & Development Department budget for the fiscal year ending September 30, 2018 will include the amount of \$20,000.00 from the General Fund contingency, which is available for this purpose.

VI.

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2018, be, and the same is hereby, in all respects finally approved and amended as so described above and shall be, and is hereby, filed with the City Secretary of said City.

VII.

That the amounts specified are for the purposes named in said budget, and they are hereby appropriated to and for such purposes.

VIII.

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

IX.

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

X.

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, and that approval of a 2017-2018 Budget amendment be adopted at the earliest possible moment to comply with the City Charter and Statutes of the State of Texas, and to provide protection for persons within the City, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction, and accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2018 **by a vote of** _____ **“Ayes” and** _____ **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 18-006 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 12/29/2017 **In control:** City Council
On agenda: 1/2/2018 **Final action:**
Title: Consideration of and action on an ordinance amending the Fiscal Year 2017-2018 Budget for the Capital Improvement Fund Budget.

Sponsors:

Indexes:

Code sections:

Attachments: [Amend Budget FY18 - Capital Improvements Fund 010218](#)

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Consideration of and action on an ordinance amending the Fiscal Year 2017-2018 Budget for the Capital Improvement Fund Budget.

Summary:

The Deer Park Community Development Corporation (DPCDC) is a component unit of the City. The DPCDC budget includes funding for several parks and recreation capital projects, including the Dow Park Pavilion and Improvements project. A bid was awarded to South Pools on this project on February 21, 2017. A change order to the contract with South Pools was later approved in June 2017. Additional expenses are now necessary to complete the Dow Park Pavilion and Improvements project, which will exceed the total amount allocated for this project from the dedicated Type B sales tax revenue. Since the Dow Park Pavilion and Improvements project enhances and improves the City-owned Dow Park, and amount of these expenses exceed DPCDC funding, the City Council may want to consider providing supplemental funds to complete the project.

Fiscal/Budgetary Impact:

The amount of the proposed budget amendment is \$105,067. It would be necessary to amend the FY 2017-2018 Capital Improvements Fund budget to supplement the DPCDC budgeted funds for this project. These funds would come from the unassigned fund balance of the General Fund.

Approve the ordinance amending the Fiscal Year 2017-2018 Budget for the Capital Improvement Fund Budget.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2017-2018 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

I.

That the City of Deer Park's budget for the fiscal year ending September 30, 2018 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

II.

That the Deer Park Community Development Corporation (DPCDC) is a component unit of the City, and the DPCDC budget for the fiscal year ending September 30, 2018 is incorporated in the City of Deer Park's budget for the 2017-2018 fiscal year.

III.

That the DPCDC budget includes funding for several parks and recreation capital projects, including the Dow Park Pavilion and Improvements project, which was approved by the voters on May 9, 2015, in the amount of \$1,500,000.

IV.

That the Dow Park Pavilion and Improvements project requires additional work to be undertaken that was not included in the original project plans and specifications. A portion of this work is proposed to be accomplished through a change order with the original contractor, and a portion utilizing an additional contractor. The total additional amount needed to complete the project, is \$105,067, which exceeds the total amount allocated for this project from the dedicated Type B sales tax revenue approved by the voters on May 9, 2015.

V.

That since the Dow Park Pavilion and Improvements project enhances and improves the City-owned Dow Park, and funds for the needed change order exceed DPCDC funding, the City Council desires to see that sufficient funds are available to complete the project.

VI.

That it is necessary to amend the Capital Improvements Fund budget for the fiscal year ending September 30, 2018 to include expenditures of \$105,067 for the cost of the additional work to the Dow Park Pavilion and Improvements project, which will supplement the DPCDC budgeted funds for this project.

VII.

That funding for the amendment to the expenditures of the adopted budget of the Capital Improvements Fund for the fiscal year ending September 30, 2018 will include the amount of \$105,067 from the unassigned fund balance of the General Fund, which is available for this purpose.

VIII.

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2018, be, and the same is hereby, in all respects finally approved and amended as so described and shall be, and is hereby, filed with the City Secretary of said City.

IX.

That the amounts specified are for the purposes named in said budget, and they are hereby appropriated to and for such purposes.

X.

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

XI.

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

XII.

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, and that approval of a 2017-2018 Budget amendment be adopted at the earliest possible moment to comply with the City Charter and Statutes of the State of Texas, and to provide protection for persons within the City, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction, and accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2018 **by a vote of** _____ **“Ayes” and** _____ **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: CHO 18-001 **Version:** 1 **Name:**
Type: Change Orders **Status:** Agenda Ready
File created: 12/29/2017 **In control:** City Council
On agenda: 1/2/2018 **Final action:**
Title: Consideration of and action on change orders to the contract with South Pools for the Dow Park Pavilion Project.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Consideration of and action on change orders to the contract with South Pools for the Dow Park Pavilion Project.

Summary:

The Deer Park Community Development Corporation (DPCDC) is a component unit of the City. The DPCDC budget includes funding for several parks and recreation capital projects, including the Dow Park Pavilion and Improvements project. A bid in the amount of \$617,737.50 was awarded to South Pools on this project on February 21, 2017.

On June 26, 2017 a change order on the project was approved in the amount of \$80,484.60.

The following change orders are now needed to complete the project:

Change order #2: \$9,031.66 for labor for installation of additional piers per the design by ICON design details

Change order #3: \$42,744 electrical work to complete the project.

Fiscal/Budgetary Impact:

City funds will needed to be appropriated since DPCDC funds are committed. Funds are available in the unassigned fund Balance for this expenditure. A budget amendment is included on the January 2, 2018 Regular Council Meeting Agenda for this purpose.

Approve the Change Orders No. 2 and 3 to the contract with South Pools for the Dow Park Pavilion Project.



Legislation Details (With Text)

File #: AUT 18-002 **Version:** 1 **Name:**

Type: Authorization **Status:** Agenda Ready

File created: 12/19/2017 **In control:** City Council

On agenda: 1/2/2018 **Final action:**

Title: Consideration of and action on an agreement with HI-TECH Truck Rigging & Equipment Company to replace the hydraulic hoses on the Public Works Versalift bucket truck.

Sponsors:

Indexes:

Code sections:

Attachments: [HI-TECH Quote](#)

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Consideration of and action on an agreement with HI-TECH Truck Rigging & Equipment Company to replace the hydraulic hoses on the Public Works Versalift bucket truck.

Summary:

The Public Works bucket truck was purchased in 2005 and is used extensively by our electricians, HVAC and traffic personnel. The Truck is currently out of service until all of the hydraulic hoses are replaced. Attached is a quote from HI-TECH Truck Rigging & Equipment Company to furnish all labor and material to provide the service for \$19,662.50.

Fiscal/Budgetary Impact:

General Fund Contingency 10-105-4510

Approval with HI-TECH for \$19,662.50 to replace the hydraulic hoses.

HI-TECH

Truck Rigging & Equipment Co.

Sales Service Installation

www.hi-techtruckrigging.com

P.O. Box 111535

13531 West Hardy Houston, Texas 77060

Off: (713) 695-9700 Fax: (713) 695-2080

12/04/17

CITY OF DEER PARK

EDWON GARCIA

281-478-7263

egarcia@deerparktx.com

QUOTE: JH12041701

We are pleased to quote for your consideration and approval, our bid on the following:

Furnish labor and material to replace all of the hydraulic hoses on the Versalift bucket truck, vin# ED35369. Top off system with new hydraulic oil per specs. Note: this will be every hose on the Versalift.

Material:	\$10,562.50
Labor:	\$9,100.00
Sub total:	\$19,662.50 + freight on the hoses

NOTE: ALLOW 10 – 12 WORKING DAYS FOR COMPLETION

The above price does not include and state, federal or local taxes and will be held firm for thirty days after which I have the right to review and possibly rebid. This quotation is based on a verbal description of the project and/or photographs of the project. Additional charges may be applied from unseen damages, items that require relocation, or items not specifically addressed in the quotation. Cancellation of this project, once acquisition of parts has begun, will result in a 25% re-stocking fee. Any items involving non-stocking parts or special fabricated parts may require payment in advance or a non-refundable deposit.

Please review this quotation carefully for accuracy. When you are ready to start, sign the approval, fax or email back to us. HTR accepts credit card purchases for up to \$3,500.00. Any item over that amount will need to be paid by cash or check. Thank you for the opportunity to quote. If we can be of any further assistance, please let us know.

Sincerely,
Jimmy Harley

Customer Approval _____
Date _____



Legislation Details (With Text)

File #: PUR 18-001 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 12/29/2017 **In control:** City Council
On agenda: 1/2/2018 **Final action:**
Title: Consideration of and action on authorization to purchase from Playworks and the Playwell Group via the BuyBoard for the materials and installation of items to complete the Dow Park Pavilion and Improvements Project.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
1/2/2018	1	City Council		

Consideration of and action on authorization to purchase from Playworks and the Playwell Group via the BuyBoard for the materials and installation of items to complete the Dow Park Pavilion and Improvements Project.

Summary:

It is now necessary to purchase the following materials and installation from Playworks and the Playwell Group via the BuyBoard of items to complete the Dow Park Pavilion and Improvements:

Playwell Group

Icon replacement parts to reconfigure center columns. Includes shipping and handling: \$29,315.56

Texas Star w/ Hardware for mounting. Includes shipping & handling: \$3,652.50

Playwell Group Total: **\$32,968.06**

Playworks

Install star on shelter \$1,290.32

Remove & replace rafter risers, center purlins, posts, etc. for shelter expansion \$9,032.26

Install roofing materials for expansion of the shelter \$10,000.00

Playworks Total: **\$20,322.58**

Playwell Group and Playworks Total: **\$53,290.64**

The Buyboard contract number for the PlayWell Group and Playworks is 512-16.

Fiscal/Budgetary Impact:

The Deer Park Community Development Corporation (DPCDC) is a component unit of the City. The DPCDC budget includes funding for several parks and recreation capital projects, including the Dow Park Pavilion and Improvements project. However, City funds will needed to be appropriated for these expenditures since DPCDC funds are committed. Funds are available in the unassigned fund Balance for this expenditure. A budget amendment is included on the January 2, 2018 Regular Council Meeting Agenda for this purpose.

Authorize purchase from Playworks and the Playwell Group via the BuyBoard for the materials and installation of items to complete the Dow Park Pavilion and Improvements Project.