

Sherry Garrison, Council Position 1
Thane Harrison, Council Position 2
Tommy Ginn, Council Position 3

James Stokes, City Manager
Gary Jackson, Assistant City Manager



Jerry Mouton Jr., Mayor

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

Shannon Bennett, TRMC, City Secretary
Jim Fox, City Attorney

Ordinance #3987

Resolution #2018-10

CALL TO ORDER

The 1713th meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Proclamation for Parks & Recreation Month of July 2018.

[PRO 18-011](#)

Attachments: [Parks & Recreation Month 2018](#)

CONSENT CALENDAR

2. Approval of minutes of workshop minutes of June 5, 2018.

[MIN 18-085](#)

Recommended Action: Approval

Attachments: [CC MW 060518](#)

3. Approval of minutes of workshop minutes of June 19, 2018.

[MIN 18-086](#)

Recommended Action: Approval

Attachments: [CC MW 061918](#)

4. Approval of minutes of regular minutes of June 19, 2018.

[MIN 18-087](#)

Recommended Action: Approval

Attachments: [CC MR 061918](#)

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

5. Approval of tax refund to Manzoor A. Memon in the amount of \$565.21 due to a value decrease granted by Harris County Appraisal District. [TAXR 18-031](#)
Recommended Action: Approve the tax refund to Manzoor A. Memon.
Department: Finance
6. Approval of tax refund to Deer Park Marketplace LLC in the amount of \$1,170.00 due to a value decrease granted by Harris County Appraisal District. [TAXR 18-032](#)
Recommended Action: Approve the tax refund to Deer Park Marketplace LLC.
Department: Finance
7. Approval of tax refund to Glenwood Trails II LP in the amount of \$3,607.20 due to a value decrease granted by Harris County Appraisal District. [TAXR 18-033](#)
Recommended Action: Approve the tax refund to Glenwood Trails II LP.
Department: Finance
8. Approval of tax refund to Kathy Heckel in the amount of \$547.26 due to an over-65 exemption and a freeze change granted by Harris County Appraisal District. [TAXR 18-034](#)
Recommended Action: Approve the tax refund to Kathy Heckel.
Department: Finance
9. Approval of tax refund to David & Carla D. Norman in the amount of \$529.79 due to a homestead exemption granted by Harris County Appraisal District. [TAXR 18-035](#)
Recommended Action: Approve the tax refund to David & Carla D. Norman.
Department: Finance
10. Approval of tax refund to Popp Gray & Hutcheson LLP in the amount of \$8,648.22 due to a value decrease granted by Harris County Appraisal District. [TAXR 18-036](#)
Recommended Action: Approve the tax refund to Popp Gray & Hutcheson LLP.
Department: Finance
11. Approval of tax refund to Popp Gray & Hutcheson LLP in the amount of \$702.41 due to a value decrease granted by Harris County Appraisal District. [TAXR 18-037](#)
Recommended Action: Approve the tax refund to Popp Gray & Hutcheson LLP.
Department: Finance

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

12. Approval of tax refund to Deer Park Hotel LP in the amount of \$2,688.61 due to a value decrease granted by Harris County Appraisal District. [TAXR 18-038](#)

Recommended Action: Approve the tax refund to Deer Park Hotel LP.

Department: Finance

13. Approval of tax refund to Ryan Tax Compliance in the amount of \$5,623.14 due to a value decrease granted by Harris County Appraisal District. [TAXR 18-039](#)

Recommended Action: Approve the tax refund to Ryan Tax Compliance.

Department: Finance

14. Approval of tax refund to Deer Park Marketplace LLC in the amount of \$1,065.82 due to a value decrease granted by Harris County Appraisal District. [TAXR 18-040](#)

Recommended Action: Approve the tax refund to Deer Park Marketplace LLC.

Department: Finance

15. Approval of the change order to the purchase order with FORD Audio Visual Systems, LLC through BuyBoard Contract #482-15 for new City Hall Council Chambers. [CHO 18-003](#)

Recommended Action: Approve the change order.

Attachments: [CDTXDEE 180129 CCO 007](#)

16. Approval of the Library's participation in the Texas State Library and Archives Commission's FY2018 Interlibrary Loan (ILL) Lending Reimbursement Program. [GRT 18-004](#)

Recommended Action: Approve the Library's request to participate in the Texas State Library and Archives Commission's FY2018 ILL Lending Reimbursement Program.

Attachments: [Award Information](#)

17. Acceptance of the Quarterly Financial Report for the Fiscal Year 2017-2018 second quarter ending March 31, 2018. [ACT 18-020](#)

Recommended Action: Accept the quarterly financial report for the Fiscal Year 2017-2018 second quarter ending March 31, 2018.

Department: Finance

Attachments: [2018 2Q 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

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.

18. Consideration of and action on entering into a professional service agreement with RPS Engineers regarding the historic bridge at The Battleground Golf Course. [AGR 18-020](#)

Recommended Action: Approval is recommended.

Department: City Manager's Office

Attachments: [Proposal for Historic Bridge](#)
[RPS Agreement](#)

19. Consideration of and action on to purchase a shade structure for Adult Complex. [PUR 18-019](#)

Recommended Action: Approve to purchase a shade structure for Adult Complex.

Attachments: [8092](#)
[RAM-20X44](#)
[125605R0Spec](#)

20. Consideration of and action on the purchase of real property located at 213 W. Helgra (Tr 147B Deer Park Outlots). [PUR 18-022](#)

Recommended Action: Approve the purchase of real property located at 213 W. Helgra.

Attachments: [213 Helgra Contract](#)
[appraisal-213 helgra](#)

21. Consideration of and action on a purchase of services from Fuquay, Inc., through the Buy Board Cooperative Purchasing Program to perform CMP Rehabilitation - Basin 3. [PUR 18-023](#)

Recommended Action: Staff recommends Council approval.

Department: Public Works

22. Consideration of and action on new facility usage agreement with DPISD. [AGR 18-019](#)

Recommended Action: Approve the new facility usage agreement with DPISD.

Attachments: [CoDP DPISD Facility Agreement 18-19 \(002\)](#)

23. Consideration of and action on an ordinance amending the Fiscal Year 2017-2018 Budget for Senior Services. [ORD 18-047](#)

Recommended Action: Approve the ordinance amending the Fiscal Year 2017-2018 Senior Services Budget.

Department: Public Works

Attachments: [Ord - Amend Budget FY18 Maxwell Furniture](#)

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.

24. Consideration of and action on authorization to purchase furniture for the new and renovated Maxwell Adult Center. [PUR 18-020](#)

Recommended Action: Approval to purchase furniture for the new and renovated Maxwell Adult Center.

Attachments: [18-301-R5 - DEER PARK CREEK CENTER - QUOTE](#)

25. Consideration of and action on an ordinance calling two public hearings on the Juvenile's Curfew. [ORD 18-052](#)

Recommended Action: Approve ordinance

Department: Police

Attachments: [Hearing-Juvenile Curfew Ordinance on Aug 7 and 21 of 2018-07-2018](#)

26. Consideration of and action on an ordinance amending the Fiscal Year 2017-2018 Budget for the Information Technology Services Department. [ORD 18-049](#)

Recommended Action: Approve the ordinance amending the Fiscal Year 2017-2018 Budget for the Information Technology Services Department.

Department: City Manager's Office

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

27. Consideration of and action on authorization to lease-purchase equipment for Cisco (VOIP) phone system refresh under Texas Department of Information Resources (DIR) contract DIR-TSO-2542. [PUR 18-021](#)

Recommended Action: Staff recommends purchasing the equipment from NWN Corporation to refresh the phone system.

Attachments: [6-27-18 City of Deer Park Collaboration System 8x Upgrade \(Quote_Template\)](#)

28. Consideration of and action on authorization to seek bids to obtain lease-purchasing financing for the refresh of the VoIP Communication System. [AUT 18-051](#)

Recommended Action: Authorize the City to seek bids to obtain lease-purchase financing for the refresh of the VoIP Communication System.

Department: Finance

Attachments: [6-27-18 City of Deer Park Collaboration System 8x Upgrade \(Quote_Template\)](#)

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.

29. Consideration of and action on an ordinance amending the Fiscal Year 2017-2018 General Fund Budget for emergency repairs to the #1 Air Conditioner Condenser Unit at the Police Station. [ORD 18-053](#)

Recommended Action: Approve the ordinance amending the Fiscal Year 2017-2018 General Fund Budget for the Police Department.

Department: Public Works

Attachments: [Ord - Amend Budget FY18 Condenser \(PD\)](#)
[Attachment - Equipment Proposal \(Condenser\)](#)

30. Consideration of and action on emergency repairs to the #1 Air Conditioner Condenser Unit at the Police Station. [PUR 18-024](#)

Recommended Action: Approve purchase.

Attachments: [Deer Park Police Station - JCI Equipment Scope Price rev02\(07-02-2018\).](#)

ADJOURN

Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board
July 6, 2018

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

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



Legislation Details (With Text)

File #: PRO 18-011 **Version:** 1 **Name:**
Type: Proclamation **Status:** Agenda Ready
File created: 6/25/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Proclamation for Parks & Recreation Month of July 2018.
Sponsors:
Indexes:
Code sections:
Attachments: [Parks & Recreation Month 2018](#)

Date	Ver.	Action By	Action	Result
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Proclamation for Parks & Recreation Month of July 2018.

Summary: Present Proclamation to Charlie Sandberg for Parks & Recreation Month of July 2018

Fiscal/Budgetary Impact: N/A



Office of the Mayor

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

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including The City of Deer Park, TX; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease and improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the City of Deer Park recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED BY the Mayor of City of Deer Park, along with City Council, that July is recognized as Parks and Recreation Month in the City of Deer Park, Texas.

“Parks & Recreation Month”

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

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



Legislation Details (With Text)

File #: MIN 18-085 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 6/25/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Approval of minutes of workshop minutes of June 5, 2018.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_060518](#)

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Approval of minutes of workshop minutes of June 5, 2018.

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 JUNE 5, 2018, BEGINNING AT 5:45 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 6:30 p.m.
2. EXECUTIVE SESSION- CONSULTATION WITH CITY ATTORNEY – POTENTIAL LITIGATION – Mayor Mouton recessed the meeting at 6:30 p.m. for an Executive Session.
3. RECONVENED – Mayor Mouton reconvened the workshop meeting at 6:53 p.m.
4. PRESENTATION VIDEO AND DISCUSSION OF THE NEW CITY HALL BUILDING – I.T Director James Lewis presented a time-lapse video of the full construction period of the new city hall.

City Manager Jay Stokes, commented, “This is a great day to finally be here. It’s been a long time waiting. We are obviously not finished. The big pile of dirt will be leveled out and the old City Hall will be torn down. Please come back on August the 7th, we are going to have the official ribbon cutting and we will have the corner stone plaque. We did have an open house last night. I was not present, but from what I understand, it was very well attended. Many citizens, taxpayers were interested in seeing the building. Staff and Council are just elated to be here and excited to have the first meeting. Mr. George Watanabe, our architect, good to have him here tonight. I can’t thank everybody on staff,

but I would like to thank particularly Bill Pedersen, our Public Works Director, Gary Jackson, Assistant City Manager, Libby Blair for decorating, James Lewis and the IT Department for all the incredible work, especially in the Council Chambers. Everyone is still giving input, there will be some hiccups here and there, but we are still learning and will improve as we go along. Thank you Council for this special building and special day.”

Mayor Mouton commented, “We are here. Seems like yesterday we broke ground, it’s still hard to believe we are here. I am very excited to complete this phase. To tear down the old building and finish the additional parking spaces that will accommodate the citizens. I am grateful voters have a new building where their City services can be ran. I am looking forward to where we can go from here and I know each Councilmember is proud.”

5. DISCUSSION OF ISSUES RELATING TO THE SPORTS ORGANIZATION UTILIZATION AGREEMENTS – Parks and Recreation Director, Charlie Sandberg discussed the acceptance of the sports utilization agreements. Mr. Sandberg advised Council of the revision that details 70% of the users would have to be Deer Park residents, the addition of a flat fee and the third party usage. The agreements will be in effect for a total of six months each. Mr. Sandberg opened up the discussion to hear from Council on cost sharing with the youth organizations.

Assistant City Manager, Gary Jackson, commented, “For clarification, when you say cost sharing, you are talking about revenue sharing from tournament play.”

Councilwoman Garrison asked, “How was it done before?”

Mr. Sandberg replied, “Originally, it was broken down into different percentages of what the organizations would pay the City. The regulatory process of doing that was very difficult and it was not done consistently.”

Mayor Mouton asked, “Was it for the simple aspect of helping to share the cost for the maintenance to keep up with the extended play because there was absolutely no break for the fields to recover?”

Mr. Sandberg asked, “We would like to know if Council is interested in, outside of the flat fee, a payment from the organization to the City for the tournaments?”

Mayor Mouton commented, “This structure is to be able to put money back into the facilities for the extra usage.”

Councilman Patterson commented, “I have a concern. I think we should be controlling the select tournaments, not the league. Select tournaments are third party tournaments, and we are allowing outside organizations to come in and use our fields, then it should be a revenue source for the City. It is not clear who controls third party play. The thing I do not want to happen is to have a bunch of outside select teams charging each participant their fee, use our fields and reap all the revenue while the City gets nothing.”

Mayor Mouton asked, “Can you explain who has control in this current contract?”

Mr. Sandberg responded, “In the current contract, they are supposed to notify us of a third party, however, what is happening, is just like what Councilman Patterson just explained.”

City Manager, Jay Stokes commented, “Keep in mind, all of these agreements, when approved, are for 6 months. The agreements will be renewed again for the whole calendar year for 2019. Staff would like for you to approve the agreements as they are written tonight, which includes a requirement of 70% for recreational use. It will take several months of dialog with the organizations to have a better understanding before we come before Council and the Parks and Recreation Commission to recommend changes, if any. Let’s get through the next 6 months, but keep in mind this is an issue we may want to work on before the agreements come up again.”

Mayor Mouton commented, “We probably need to find the balance between how much play these fields can actually take over the course of the year in regards to maintaining the fields. The number you are alluding to in this formula, seems like it is not a significant amount to maintain the fields.”

Mr. Stokes commented, “One hand we say, we are all about Deer Park and only Deer Park, on the other hand we say, we need these fields here to bring people from out of town, to buy gas here, and to stay in our hotels here. I say, we have to find a balance to that. I think the question is, how much of the time do we want the fields used and how much of the time do we want those fields not used so that the fields rehabilitate to give them a longer life.”

Mr. Jackson commented, “One more point of clarification. I believe what we are asking for tonight is Council’s concurrence of the three different forms of the agreement that includes the content that would go to the different leagues. We would then have the executed form of the agreements back for Council’s approval at the June 19th meeting.

6. DISCUSSION OF ISSUES RELATING TO THE SOCCER RFP PROCESS AND SELECTIONS – Parks and Recreation Director, Charlie Sandberg advised the Council of the soccer organization process, selections and the creation of a new soccer league. Mr. Sandberg spoke of the issues that came with usage of fields and the lights. The fairest process was to send out an RFP for the soccer services. Only four organizations responded. There was a committee formed that included Councilwoman Rae Sinor, Councilman Ron Martin, TJ Haight, Eric Ripley, Jay Stokes, Gary Jackson, Jacob Zuniga, Lacy Stole, Doug Burgess and Charlie Sandberg. The plan was to put together an evaluation process and send invitations to each group for an interview. There were two organizations that turned in RFP’s who were called back for a more thorough process of questions, which gave the chance to vet through other issues and concerns that had been brought up by Staff, citizens, and the school district. An evaluation sheet was created and was used to score for each organization that was interviewed. It was the idea to stay homegrown. Mr. Sandberg advised Council of the recommendation to approve the Deer Park Soccer FC to receive the sports utilization agreement.

Mayor Mouton commented, “For the record, I value this particular Committee and the hard work that was put in. The process was good and solid. I think overall, it has led us to

what is best for Deer Park. I commend you Mr. Sandberg and the Committee. I know at times the process was questioned, but I believe the process was fair and it was done the right way. Thank you and the Committee. I look forward to it. We will have a lot more space for kids to play soccer and a safe place for them to grow up in our Community.”

Councilwoman Sinor commented, “I just want to give kudos to Charlie Sandberg, Jacob Zuniga and Lacy Stole who worked long and hard. It was a long process, but I learned a lot. I think we made a great decision. I want to thank Staff for all the hard work. You all pulled it together. I was very impressed and appreciate the hard work.”

Councilman Martin commented, “Mr. Sandberg, you and your Staff did a fabulous job putting together an RFP, executing it and going through the processes. Definitely not easy, and honestly, it was a lot of work in a short amount of time. Thank you all and the Committee. I think we made a decision that we are confident with.”

7. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:19 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton
Mayor



Legislation Details (With Text)

File #: MIN 18-086 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 6/25/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Approval of minutes of workshop minutes of June 19, 2018.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_061918](#)

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Approval of minutes of workshop minutes of June 19, 2018.

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 JUNE 19, 2018, BEGINNING AT 6:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

SHERRY GARRISON
TOMMY GINN
BILL PATTERSON
RAE SINOR

MAYOR PRO-TEM
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Pro-tem Garrison called the workshop to order at 6:30 p.m.
2. EXECUTIVE SESSION- CONSULTATION WITH CITY ATTORNEY – POTENTIAL LITIGATION – Mayor Pro-tem Garrison recessed the meeting at 6:30 p.m. for an Executive Session.
3. RECONVENED – Mayor Pro-tem Garrison reconvened the workshop meeting at 6:46 p.m.
4. DISCUSSION ON PROPOSED CHANGE TO POLICE OFFICER HIRING – Police Chief, Greg Grigg advised Council of the prior discussion pertaining to changing of the four year degree requirement. A conclusion was met after a number of meetings. The changes include two exceptions. One exception is 60 college hours with a minimum of two years of military service with an honorable discharge. The second exception is 60 college hours and TCOLE license or the ability to obtain a TCOLE license certified in another state and at least two years of experience as a certified full time peace officer from an agency comparable in size or larger complexity and duties as the Deer Park Police Department. Final decisions to confirm qualifications are to be determined by the Chief of Police.

Councilman Patterson asked, “In order to get promoted up the chain of command you still will require a four year degree?”

Chief Grigg responded, “Yes, to lieutenant or above.”

5. DISCUSSION RELATING TO REPAIRS TO PATRICK’S CABIN – Parks and Recreation Director, Charlie Sandberg advised the Council of the discussion with the Historical Committee that reviewed the Patrick’s Cabin need of repair. A vendor was found who solely works on log cabins and provided many examples to the Historical Committee. The total cost for the necessary repairs to ensure the structural integrity and public use of the facility and the inclusion of additional landscaping is \$28,355.00.

Councilwoman Sinor asked, “Is the current location the best location for the cabin?”

Councilwoman Garrison responded, “Probably now, since the centennial marker is there, it is the best location because we cannot move the marker. I think, when it was in Dow Park, it was vandalized many times.”

6. DISCUSSION OF ISSUES RELATING TO THE BIDS FOR A ONE-YEAR SUPPLY OF GARBAGE BAGS – Finance Director, Donna Todd distributed samples of two bags. On May 7, 2018, seven bids were received. Ms. Todd advised the Council of the specification requirements pertaining to the garbage bags bid. There were tests done to the MLS thickness of the received bags from the bidding vendors and the current bags. The bags tested well for the expected limits, but the overall opinion of the low bidders bag, is to be much thinner. After a discussion of the options to award the bids, reject the bids or to re-advertise the bids and receive new bids, Staff recommends to revise the current specifications and requirements and to re-advertise the bid.
7. DISCUSSION OF ISSUES RELATING TO THE REVISED FISCAL YEAR 2018-19 BUDGET CALENDAR – Assistant City Manager, Gary Jackson advised Council of the revision to the Fiscal Year 2018-2019 Budget Calendar. It is recommended to consider changing the date, which is scheduled for the adoption of the budget, from September 18, 2018 to September 25, 2018 to accommodate necessary provisions of the City Charter.
8. ADJOURN – Mayor Pro-Tem Garrison adjourned the workshop meeting at 7:04 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Sherry Garrison
Mayor Pro-Tem



Legislation Details (With Text)

File #: MIN 18-087 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 6/25/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Approval of minutes of regular minutes of June 19, 2018.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_061918](#)

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Approval of minutes of regular minutes of June 19, 2018.

Summary:

Fiscal/Budgetary Impact:

None

Approval

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

Minutes of

THE 1712th 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 JUNE 19, 2018, AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

SHERRY GARRISON
TOMMY GINN
BILL PATTERSON
RAE A. SINOR

MAYOR PRO-TEM
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSITANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Pro-tem Garrison called the meeting to order at 7:30 p.m.
2. INVOCATION – The invocation was given by Councilman Patterson.
3. PLEDGE OF ALLEGIANCE – Councilwoman Sinor led the Pledge of Allegiance to the United States Flag and the Texas Flag.
4. PROCLAMATION FOR SAFETY WEEK – Mayor Pro-Tem Garrison presented a Proclamation to Human Resources Director, Bill Philibert, declaring the week of June 25-29, 2018 as Safety Week.
5. CONSIDER AWARDING OR REJECTING BIDS, UPDATING BID SPECIFICATIONS AND AUTHORIZING THE CITY TO SEEK AND ACCEPT BIDS FOR A ONE YEAR SUPPLY OF GARBAGE BAGS – Motion was made by Councilman Patterson and seconded by Councilwoman Sinor to reject the current bids for the one year supply of garbage bags, update bid specifications and authorize the City to seek and accept bids for a one year supply of garbage bags. Motion carried 4 to 0.
6. CONSENT CALENDAR – Motion was made by Councilman Ginn and seconded by Councilwoman Sinor to approve the consent calendar as follows:
 - a. Approval of minutes of workshop meeting on June 8, 2018. (Retreat)

- b. Approval of minutes of workshop meeting on May 15, 2018.
- c. Approval of minutes of regular meeting on May 15, 2018.
- d. Approval of minutes of regular meeting on June 5, 2018.
- e. Consideration of and action on authorizing funds to repair Patrick's Cabin.
- f. Accept completion of the waterline rehabilitation of the Dow Park Waterline.
- g. Accept completion of the Water/Sewer Building Driveway Project.

Motion carried 4 to 0.

7. COMMENTS FROM THE AUDIENCE

- a. Bernadine Roop, 2421 Henderson Lane, commented, "I am here representing 25 houses that got flooded on our street. The neighbors are getting so disgusted with this. I have come up here many times already. In 2006 we got flooded, twice in one month, we flooded. In 2007 we flooded, every year we flood. If we get over two and a half inches of rain, it floods. I did not come up here the last five years, due to the fact that I had a disabled husband in a wheelchair. When you look at these pictures, you can see how I had to wait. How would an ambulance get in there if I needed one? We could not get in or out of our house. We are always flooding. I also mentioned, on one of the corners, Vera was here the last time with me, she has a 4,000 square foot, five bedroom, three car garage house with mold in her kitchen. They offered her \$50,000 when she tried to sell it. Our houses are being devaluated because we flood all the time. This has been going on for the last 15 years. We are disgusted. I will not repeat what some of the neighbors think of you all. It is not very nice. They have given up and are ready to go with Plan B, hiring a lawyer and file a lawsuit against the City because you are not doing your job. Like I told Tommy Ginn, in 8th grade Civic's class, I remember reading that the whole purpose of a City government is for the safety and welfare of the citizens. You are not doing your job. This is a safety issue. I came to ask, when are you going to fix our street? Everybody else on our street is just disgusted with you all already. Will we need to hire a lawyer to file a lawsuit against the City because you are not doing your job? Is that what it is going to take? It has been 10 months already since Harvey. It is not just Harvey. Every time we get heavy rain, like yesterday, we live in fear of getting flooded again. It is expensive to get flooded. Insurance doesn't pay for everything. I lost a lot of personal things that insurance doesn't pay for. Like I said before, it cost me \$70,000. Insurance paid for a lot of it, but I can't afford to keep dishing out for a house that floods. One neighbor down the street had to practically give their house away because it had mold and had to walk away from it. They sold it to the We Buy Ugly Houses company. They do not give you hardly anything, so it is like you are giving it to them. Either buy our houses out, or do something, but fix our street. The people on our street are getting very disgusted. Many of them do not even have their houses fixed yet. One neighbor has barely moved in yet and it has been 10 months. If they didn't have flood insurance, a lot of them

cannot afford it. I just wanted to let you know. Can you give me an answer? It has been 10 months since Harvey, surely you can come up with something.”

Mayor Pro-tem Garrison commented, “Thank you for coming Ms. Roop. After the meeting, you can get with Mr. Stokes, the City Manager.”

8. CONSIDERATION OF AND ACTION ON A SETTLEMENT AGREEMENT WITH IKLO CONSTRUCTION ON THE POLICE FIRING RANGE AND CLASSROOM CONSTRUCTION – Motion was made by Councilwoman Sinor and seconded by Councilman Ginn to approve the settlement agreement with IKLO Construction on the Police Firing Range and Classroom Construction. Motion carried 4 to 0.
9. CONSIDERATION OF AND ACTION ON THE YOUTH SPORTS ORGANIZATION UTILIZATION AGREEMENT WITH DEER PARK SOCCER FC FROM JULY 1, 2018 THROUGH DECEMBER 31, 2018 – Motion was made by Councilman Patterson and seconded by Councilwoman Sinor to approve the Youth Sports Organization Utilization agreement with Deer Park Soccer FC from July 1, 2018 through December 31, 2018. Motion carried 4 to 0.
10. CONSIDERATION OF AND ACTION ON THE YOUTH SPORTS ORGANIZATION UTILIZATION AGREEMENT WITH DEER PARK GIRL’S SOFTBALL FC FROM JULY 1, 2018 THROUGH DECEMBER 31, 2018 – Motion was made by Councilman Ginn and seconded by Councilwoman Sinor to approve the Youth Sports Organization Utilization agreement with Deer Park Girl’s Softball from July 1, 2018 through December 31, 2018. Motion carried 4 to 0.
11. CONSIDERATION OF AND ACTION ON THE YOUTH SPORTS ORGANIZATION UTILIZATION AGREEMENT WITH DEER PARK PONY BASEBALL FROM JULY 1, 2018 THROUGH DECEMBER 31, 2018 – Motion was made by Councilman Ginn and seconded by Councilwoman Sinor to approve the Youth Sports Organization Utilization agreement with Deer Park Pony Baseball from July 1, 2018 through December 31, 2018. Motion carried 4 to 0.
12. CONSIDERATION OF AND ACTION ON ENTERING INTO AN AGREEMENT WITH COBB FENDLEY ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES – Motion was made by Councilman Ginn and seconded by Councilman Patterson to enter into an agreement with Cobb Fendley Engineering for professional engineering services.

City Manager, Jay Stokes, commented “To Ms. Roop, this is the firm that Council will be hiring to look into the areas in Deer Park that flooded during Hurricane Harvey. There are two principal areas that will be focused on in this contract. One area is by Dabbs Elementary on the south side of town. The second of those is where Ms. Roop lives, just east of the High School. As far as concerns of when we will be taking action, we are taking that action right now in this meeting.” Motion carried 4 to 0.

13. CONSIDERATION OF AND ACTION ON A RESOLUTION TO DESIGNATE THE CITY OF DEER PARK, AS THE DESTINATION MARKETING ORGNAIZATION (DMO) FOR DEER PARK, TEXAS – Motion was made by Councilwoman Sinor and seconded by Councilman Patterson to approve Resolution No. 2018-09 captioned as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK
DESIGNATING THE CITY OF DEER PARK, TEXAS AS THE DESTINATION
MARKETING ORGANIZATION (DMO) FOR DEER PARK, TEXAS.

Motion carried 4 to 0.

14. CONSIDERATION OF AND ACTION ON AN ORDINANCE MOVING THE DATE OF THE SEPTEMBER 18, 2018 REGULAR CITY COUNCIL MEETING TO SEPTEMBER 25, 2018 – Motion was made by Councilwoman Ginn and seconded by Councilwoman Sinor to approve Ordinance No. 3986, captioned as follows:

AN ORDINANCE RESCHEDULING THE REGULAR COUNCIL MEETING
OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS;
DESIGNATING ANOTHER TIME FOR SAID MEETING TO BE HELD; AND
DECLARING AN EMERGENCY.

Motion carried 4 to 0.

15. ADJOURN – Mayor Pro-tem Garrison adjourned the meeting at 7:44 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Sherry Garrison, Mayor Pro-tem



Legislation Details (With Text)

File #: TAXR 18-031 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 6/11/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Approval of tax refund to Manzoor A. Memon in the amount of \$565.21 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Approval of tax refund to Manzoor A. Memon in the amount of \$565.21 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:

Manzoor A. Memon in the total amount of \$565.21 due to a value decrease granted by Harris County Appraisal District on the 2015 Correction Roll #31 (Account #074-067-002-0001).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Manzoor A. Memon.



Legislation Details (With Text)

File #: TAXR 18-032 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 6/11/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Approval of tax refund to Deer Park Marketplace LLC in the amount of \$1,170.00 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Approval of tax refund to Deer Park Marketplace LLC in the amount of \$1,170.00 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Deer Park Marketplace LLC in the total amount of \$1,170.00 due to a value decrease granted by Harris County Appraisal District on the 2017 Correction Roll #09 (Account #011-3.19-000-0059).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Deer Park Marketplace LLC.



Legislation Details (With Text)

File #: TAXR 18-033 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 6/11/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Approval of tax refund to Glenwood Trails II LP in the amount of \$3,607.20 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Approval of tax refund to Glenwood Trails II LP in the amount of \$3,607.20 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Glenwood Trails II LP in the total amount of \$3,607.20 due to a value decrease granted by Harris County Appraisal District on the 2017 Correction Roll #09 (Account #021-157-000-0002).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Glenwood Trails II LP.



Legislation Details (With Text)

File #: TAXR 18-034 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 6/11/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Approval of tax refund to Kathy Heckel in the amount of \$547.26 due to an over-65 exemption and a freeze change granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Approval of tax refund to Kathy Heckel in the amount of \$547.26 due to an over-65 exemption and a freeze change 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:

Kathy Heckel in the total amount of \$547.26 due to an over-65 exemption and a freeze change granted by Harris County Appraisal District on the 2017 Correction Roll #09 (Account #089-049-000-059).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Kathy Heckel.



Legislation Details (With Text)

File #: TAXR 18-035 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 6/11/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Approval of tax refund to David & Carla D. Norman in the amount of \$529.79 due to a homestead exemption granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Approval of tax refund to David & Carla D. Norman in the amount of \$529.79 due to a homestead exemption 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:

David & Carla D. Norman in the total amount of \$529.79 due to a homestead exemption granted by Harris County Appraisal District on the 2017 Correction Roll #09 (Account #130-446-002-0028).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to David & Carla D. Norman.



Legislation Details (With Text)

File #: TAXR 18-036 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 6/11/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Approval of tax refund to Popp Gray & Hutcheson LLP in the amount of \$8,648.22 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Approval of tax refund to Popp Gray & Hutcheson LLP in the amount of \$8,648.22 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Popp Gray & Hutcheson LLP in the total amount of \$8,648.22 due to a value decrease granted by Harris County Appraisal District on the 2017 Correction Roll # 09 (Account #129-772-001-0001).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Popp Gray & Hutcheson LLP.



Legislation Details (With Text)

File #: TAXR 18-037 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 6/11/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Approval of tax refund to Popp Gray & Hutcheson LLP in the amount of \$702.41 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Approval of tax refund to Popp Gray & Hutcheson LLP in the amount of \$702.41 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Popp Gray & Hutcheson LLP in the total amount of \$702.41 due to a value decrease granted by Harris County Appraisal District on the 2017 Correction Roll #09 (Account #138-035-001-0001).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Popp Gray & Hutcheson LLP.



Legislation Details (With Text)

File #: TAXR 18-038 **Version:** 1 **Name:**

Type: Tax Refund **Status:** Agenda Ready

File created: 6/11/2018 **In control:** City Council

On agenda: 7/10/2018 **Final action:**

Title: Approval of tax refund to Deer Park Hotel LP in the amount of \$2,688.61 due to a value decrease granted by Harris County Appraisal District.

Sponsors: Finance

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Approval of tax refund to Deer Park Hotel LP in the amount of \$2,688.61 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:

Deer Park Hotel LP in the total amount of \$2,688.61 due to value decrease granted by Harris County Appraisal District on the 2017 Correction Roll #09 (Account #023-144-000-0608).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Deer Park Hotel LP.



Legislation Details (With Text)

File #: TAXR 18-039 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 6/11/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Approval of tax refund to Ryan Tax Compliance in the amount of \$5,623.14 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Approval of tax refund to Ryan Tax Compliance in the amount of \$5,623.14 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:

Ryan Tax Compliance in the total amount of \$5,623.14 due to a value decrease granted by Harris County Appraisal District on the 2016 Correction Roll #20 (Account #125-102-001-0001).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Ryan Tax Compliance.



Legislation Details (With Text)

File #: TAXR 18-040 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 6/11/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Approval of tax refund to Deer Park Marketplace LLC in the amount of \$1,065.82 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Approval of tax refund to Deer Park Marketplace LLC in the amount of \$1,065.82 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:

Deer Park Marketplace LLC in the total amount of \$1,065.82 due to a value decrease granted by Harris County Appraisal District on the 2016 Correction Roll #20 (Account #011-319-000-0059).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Deer Park Marketplace LLC.



Legislation Details (With Text)

File #: CHO 18-003 **Version:** 1 **Name:**
Type: Change Orders **Status:** Agenda Ready
File created: 6/29/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Approval of the change order to the purchase order with FORD Audio Visual Systems, LLC through BuyBoard Contract #482-15 for new City Hall Council Chambers.

Sponsors:

Indexes:

Code sections:

Attachments: [CDTXDEE 180129 CCO 007](#)

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Approval of the change order to the purchase order with FORD Audio Visual Systems, LLC through BuyBoard Contract #482-15 for new City Hall Council Chambers.

Summary:

The bid for audio-video equipment in the Deer Park New City Hall Council Chambers was awarded on June 20, 2017 to Ford Audio - Visual Systems, LLC. through the BuyBoard Contract #482-15. The project included a control unit for eight (8) microphones. Staff is requesting an additional control unit to allow sixteen (16) microphones to operate at the same time and also install a 75" LED television monitor to be located above the studio window to serve as a confidence monitor for council members.

The total cost of the original bid was \$288,876.12. The amount of this change order would bring the PO total cost to around the 10% threshold of the purchase order. Staff is therefore requesting that the purchase order be changed to reflect the cost of this this change order.

Fiscal/Budgetary Impact:

The proposed change order amount is \$9,538.00. The Project is funded by a PEG Fund account#14-200-4409. There is a fund balance of PEG Funds available to fund this change order.

Approve the change order.



CUSTOMER CHANGE ORDER

PROJECT: City of Deer Park, Council Chambers
QUOTE: DH80129 L
CUSTOMER: CDTXDEE

TODAY'S DATE: 06/28/18
JOB NUMBER: 1708336
CHANGE ORDER NUMBER: 0007
AGREEMENT DATE: 06/27/17

SCOPE OF WORK

The Agreement Scope of Work shall be changed as follows:

One (1) DIS microphone digital signal processor (DSP) shall be added to the system, allowing all dais mics to be active at the same time. Ford AV does not recommend the "all open" microphone method, but rather encourages using push-to-talk to minimize technical issues.
One (1) 16" gooseneck microphone and one (1) discussion unit shall be installed on the lectern, and shall be connected to the DIS DSP.
One (1) 75" 4K, UHD display shall be wall mounted above the AV booth window at the rear of the council chambers, and shall be the confidence display for the council members, mirroring what is on the presentation display.

The Agreement Equipment List shall be changed as follows:

LINE NO	QTY	ITEM NO	DESCRIPTION	UOM	PRICE	EXTENSION
1	1	SHUR.DIC-CCU-US	CONTROL UNIT FOR DDS5900/DCS6000	EA	1,600.00	1,600.00
2	1	SHUR.DC5980P	MIC, DDS PORT CONF UNIT ORATO	EA	293.00	293.00
3	1	SHUR.GM5923	GOOSENECK.MIC.W/LED.W/XLR.40CM	EA	132.00	132.00
4	1	SHUR.PS-CCU-US	POWER,POWER SUPPLY, CCU/PI/RC	EA	672.00	672.00
5	1	CRES.DMRMC4K10T	RECEIVER, 8G+, BLK, TEXTURE	EA	467.00	467.00
6	1	CHIE.XSM1U	MOUN, X-LRG, STATIC MOUNT ASSEM	EA	202.00	202.00
7	2	CRES.CBL-HD-6	CABLE, HDMI, 6'	EA	33.00	66.00
8	1	SAMS.QB75H	DISPLAY MON, 75", LED, 60HZ, 4K UHD	EA	2,901.00	2,901.00
9	1	FAV.MISC9	MISC INSTALLATION HARDWARE	LOT	208.00	208.00
10					0.00	0.00
					Merchandise Sub-Total	\$ 6,541.00
					Labor	2,997.00
					Freight	0.00
					Sales Tax	0.00
					Change Order Total	\$ 9,538.00

The original Agreement sum was	288,876.12
Net change by previous Change Orders	\$ 35,232.35
The revised Agreement sum prior to this Change Order	\$ 324,108.47
 The Agreement sum shall (increase/decrease) by this Change Order in the amount of	 \$ 9,538.00
The new Agreement sum including this Change Order is	\$ 333,646.47
 The Agreement time will be increased by.....	 3 days.
The date of Substantial Completion as of the date of this Change Order is.....	0 days.

FORD AUDIO-VIDEO SYSTEMS, LLC

CUSTOMER

Account Manager

Customer Signature

Division Manager

Print Name and Title

Date

Date



Legislation Details (With Text)

File #: GRT 18-004 **Version:** 1 **Name:**

Type: Grants **Status:** Agenda Ready

File created: 6/29/2018 **In control:** City Council

On agenda: 7/10/2018 **Final action:**

Title: Approval of the Library's participation in the Texas State Library and Archives Commission's FY2018 Interlibrary Loan (ILL) Lending Reimbursement Program.

Sponsors:

Indexes:

Code sections:

Attachments: [Award Information](#)

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Approval of the Library's participation in the Texas State Library and Archives Commission's FY2018 Interlibrary Loan (ILL) Lending Reimbursement Program.

Summary:

As part of the Library's accreditation requirements, we are required to lend and borrow items via Interlibrary Loan. Until recently, we have only borrowed on behalf of our patrons. We now receive a significant number of requests to lend our materials. We contract with TEXpress Couriers to ship many of the loaned items; others are sent by USPS.

To help defray costs of lending to other patrons, we are eligible to apply for a reimbursement grant. The Texas State Library reimburses libraries that opt in to a grant program for items that are lent to other Texas libraries. This year we have lent over 400 items as of June 27, 2018. We have the possibility of lending another 80 or so items before the end of the State's fiscal year (Aug 31, 2018).

Last year the program paid \$5.99 for each loan. The amount depends on the total number of items lent by entities that opt in to the program. At \$5.99, we would receive approximately \$2,600. If the amount paid was \$4.99 an item, then it would be approximately \$2,000. This would cover most, if not all, of the cost of the TEXpress Courier Service, which when subsidized costs approximately \$2,300 a year.

The administrative burden is minimal, so we would like to take advantage of this opportunity.

Fiscal/Budgetary Impact:

The City will receive reimbursement for items loaned through the Texas State Library and Archives Commission's FY2018 ILL Lending Reimbursement Program in an amount to be determined in September.

Approve the Library's request to participate in the Texas State Library and Archives Commission's FY2018 ILL Lending Reimbursement Program.

Award Information

Approximately \$700,000 in funding is expected to be available for the SFY2018 ILL Lending Reimbursement Program, subject to approval by the Texas State Library and Archives Commission and available funding. The reimbursements are sub awards (or pass through awards) of the Grants to States program from the Texas State Library and Archives Commission's federal funder, Institute of Museum and Library Services (IMLS).

Federal Award Identification Number (FAIN): LS-00-17-0044-17

Catalog of Federal Domestic Assistance (CFDA) Number: 45.310

Participating libraries will be eligible to receive a reimbursement based on the number of lends they provide to other Texas libraries. While we were able to reimburse libraries \$5.99 per lend last year, the FY2018 reimbursement amount is subject to vary based on the number of participants and available funding.

Awards are tied to lending activity during SFY2018, September 1, 2017 - August 31, 2018. The payments will be dispersed after the end of the fiscal year, in late October or early November 2018.

If your library participates in the program, please communicate to your legal entity's accounting department or grants accountant that federal money will be coming to the organization after the end of the fiscal year.



Legislation Details (With Text)

File #: ACT 18-020 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 6/7/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Acceptance of the Quarterly Financial Report for the Fiscal Year 2017-2018 second quarter ending March 31, 2018.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [2018 2Q Financial Report](#)

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Acceptance of the Quarterly Financial Report for the Fiscal Year 2017-2018 second quarter ending March 31, 2018.

Summary:

The City's quarterly financial report for the Fiscal Year 2017-2018 second quarter ended March 31, 2018 reports the preliminary and unaudited results for the first six months of the fiscal year (October - March). 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 \$36.6 million. The annual budget for these revenues, as amended, is \$52.5 million. Revenues primarily represent ad valorem (property) taxes. These tax collections for residential and commercial properties, including delinquent taxes and associated penalties and interest, are \$18.2 million through March 2018 and exceed the annual budget by a slight 0.68 percent. The industrial in-lieu of taxes revenues of \$11.3 million through March 2018 represent 99.8 percent of the amount budgeted for these revenues. The City's sales tax revenues of \$2.3 million for the fiscal year-to-date through the second quarter are higher than the prior year by 9.5 percent. Total expenditures of the Governmental Funds are approximately \$27.2 million for the six months to-date. Utility Fund revenues, including the Water/Sewer Fund and the Storm Water Fund, total \$4.7 million through March 2018, which is 12.7 percent below the prior year's second quarter to-date. This difference reflects the reduction in water usage for the first six months of the fiscal year. Total expenses of these enterprise funds are approximately \$5.0 million for the fiscal year-to-date. Expenditures in the Capital Improvements Fund of \$2.4 million through March 2018 primarily represent costs for the new City Hall but also include approximately \$130,000 for street and sidewalk projects and approximately \$69,000 for three new marquee signs. 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 first six months of the fiscal year, combined revenues for both districts total approximately \$1.2 million and combined expenditures also total approximately \$1.2 million and include the purchase of five new vehicles for the Crime Control and Prevention District, and in the

Fire Control Prevention and EMS District, lease payments for the new fire truck and consulting architect fees for the planned EMS Annex. Fiscal year-to-date revenues of approximately \$1.2 million for the City's Type B Corporation, the Deer Park Community Development Corporation ("Corporation"), primarily represent sales tax collections. Expenditures of \$317,500 for the first six months of the fiscal year primarily represent pay-as-you-go funding for the Dow Park Pavilion and Improvements project.

Fiscal/Budgetary Impact:

N/A.

Accept the quarterly financial report for the Fiscal Year 2017-2018 second quarter ending March 31, 2018.



**QUARTERLY FINANCIAL REPORT
FOR THE SECOND QUARTER ENDED
March 31, 2018
(Unaudited)**

**CITY OF DEER PARK
QUARTERLY FINANCIAL REPORT
SECOND QUARTER ENDED MARCH 31, 2018
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**CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
GOVERNMENTAL FUNDS								
REVENUE SUMMARY:								
General Fund	\$ 20,091,281	\$ 10,785,852			\$ 30,877,133	\$ 43,345,421	\$ 12,468,288	28.76%
Debt Service Fund	2,566,075	2,218,003			4,784,078	7,018,928	2,234,850	31.84%
Golf Course Lease Fund	-	5,949			5,949	176,000	170,051	96.62%
Special Revenue Funds	68,782	258,015			326,797	1,979,780	1,652,983	83.49%
Capital Improvement Bond Funds	107,202	480,274			567,476	-	(567,476)	*
Total Governmental Funds Revenue	22,833,340	13,728,093			36,561,433	52,520,129	15,958,696	30.39%
EXPENDITURE SUMMARY:								
<u>General Fund</u>								
General & Administrative	1,549,071	1,903,533			3,452,604	9,695,422	6,242,818	64.39%
Police Department	2,022,587	2,504,584			4,527,171	9,832,451	5,305,280	53.96%
Fire Department & Emergency Services	467,374	658,283			1,125,657	2,618,907	1,493,250	57.02%
Planning & Development	350,951	432,972			783,923	1,959,794	1,175,871	60.00%
Sanitation	865,108	1,093,651			1,958,759	4,016,136	2,057,377	51.23%
Street Maintenance	232,095	315,328			547,423	1,926,225	1,378,802	71.58%
Parks & Recreation	1,184,809	1,600,307			2,785,116	7,387,961	4,602,845	62.30%
Library	215,294	274,434			489,728	1,150,882	661,154	57.45%
Other	176,693	208,063			384,756	1,085,203	700,447	64.55%
Employee Benefits	-	-			-	-	-	*
Operating Transfers	-	-			-	3,672,440	3,672,440	100.00%
Total General Fund	7,063,982	8,991,155			16,055,137	43,345,421	27,290,284	62.96%
<u>Debt Service Fund</u>								
	861	5,842,708			5,843,569	7,018,928	1,175,359	16.75%
<u>Golf Course Lease Fund</u>								
	20,621	75,761			96,382	176,000	79,618	45.24%
<u>Special Revenue Funds</u>								
	288,980	158,186			447,166	1,975,718	1,528,552	77.37%
<u>Capital Improvement Bond Funds</u>								
	888,298	3,866,094			4,734,392	-	(4,734,392)	*
Total Governmental Funds Expenditures	8,242,742	18,933,904			27,176,646	52,516,067	25,339,421	48.25%
Governmental Funds Revenues O/(U) Expenditures	\$ 14,590,598	\$ (5,205,811)			\$ 9,384,787	\$ 4,062		
UTILITY FUNDS								
REVENUE SUMMARY:								
Water/Sewer Fund	\$ 1,842,138	\$ 2,586,169			\$ 4,428,307	\$ 11,040,061	\$ 6,611,754	59.89%
Storm Water Fund	57,111	85,247			142,358	337,500	195,142	57.82%
Other	93	107,789			107,882	-	(107,882)	*
Total Utility Fund Revenue	1,899,342	2,779,205			4,678,547	11,377,561	6,699,014	58.88%
EXPENSES SUMMARY:								
General & Administrative	267,124	338,819			605,943	1,174,421	568,478	48.40%
Water Expenses	664,188	1,429,032			2,093,220	5,738,249	3,645,029	63.52%
Sewer Expenses	207,704	318,800			526,504	1,433,972	907,468	63.28%
Storm Water Expenses	59,770	43,077			102,847	337,500	234,653	69.53%
Debt Service & Related Fees	1,889	1,345,321			1,347,210	2,176,142	828,932	38.09%
Operating Transfers	-	107,681			107,681	99,421	(8,260)	**
Other	66,144	82,538			148,682	327,426	178,744	54.59%
Employee Benefits	33,385	9,487			42,872	90,430	47,558	52.59%
Total Utility Fund Expenses	1,300,204	3,674,755			4,974,959	11,377,561	6,402,602	56.27%
Utility Fund Revenues O/(U) Expenses	\$ 599,138	\$ (895,550)			\$ (296,412)	\$ -		
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Capital Improvements Fund Revenue	\$ 378	\$ 474			\$ 852	\$ 7,168,148	\$ 7,167,296	99.99%
Total Capital Improvements Fund Revenue	\$ 378	\$ 474			\$ 852	\$ 7,168,148	\$ 7,167,296	99.99%
EXPENDITURE SUMMARY:								
General Government	918,229	1,320,623			2,238,852	3,622,440	1,383,588	38.19%
Fire Department	-	-			-	157,000	157,000	100.00%
Planning & Development	-	-			-	-	-	*
Street Maintenance	22,655	107,666			130,321	1,933,813	1,803,492	93.26%
Storm Water	-	-			-	-	-	*
Park Maintenance	-	-			-	861,895	861,895	100.00%
Recreation	-	-			-	56,000	56,000	100.00%
Athletics & Aquatics	-	22,850			22,850	125,000	102,150	81.72%
Building Maintenance	-	-			-	200,000	200,000	100.00%
Drama	-	-			-	56,000	56,000	100.00%
Library	-	22,850			22,850	56,000	33,150	59.20%
Contingency	-	22,850			22,850	100,000	77,150	77.15%
Total Capital Improvements Fund Expenditures	940,884	1,496,839			2,437,723	7,168,148	4,730,425	65.99%
Capital Improvements Fund Revenues O/(U) Expenditures	\$ (940,506)	\$ (1,496,365)			\$ (2,436,871)	\$ -		

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

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	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	\$ 23,936	\$ 28,374			\$ 52,310	\$ -	\$ (52,310)	*
Senior Citizens Fund	308	386			694	-	(694)	*
Total Fiduciary Funds Revenue	24,244	28,760			53,004	-	(53,004)	*
EXPENDITURE SUMMARY:								
LEPC Fund	15,592	34,598			50,190	-	(50,190)	*
Senior Citizens Fund	-	-			-	-	-	*
Total Fiduciary Funds Expenditures	15,592	34,598			50,190	-	(50,190)	*
Fiduciary Funds Revenues O/(U) Expenditures	\$ 8,652	\$ (5,838)			\$ 2,814	\$ -		
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 144,793	\$ 421,656			\$ 566,449	\$ 2,042,096	\$ 1,475,647	72.26%
Fire Control Prevention and EMS District	158,869	433,139			592,008	3,810,343	3,218,335	84.46%
Total Special Revenue Districts Revenue	303,662	854,795			1,158,457	5,852,439	4,693,982	80.21%
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	332,722	187,696			520,418	2,042,096	1,521,678	74.52%
Fire Control Prevention and EMS District	308,733	388,890			697,623	3,810,343	3,112,720	81.69%
Total Special Revenue Districts Expenditures	641,455	576,586			1,218,041	5,852,439	4,634,398	79.19%
Special Revenue Districts Revenues O/(U) Expenditures	\$ (337,793)	\$ 278,209			\$ (59,584)	\$ -		
<u>TYPE B CORPORATION</u>								
REVENUE SUMMARY:								
Deer Park Community Development Corporation	\$ 302,139	\$ 851,901			\$ 1,154,040	\$ 2,700,900	\$ 1,546,860	57.27%
Total DPCCDC Fund Revenue	302,139	851,901			1,154,040	2,700,900	1,546,860	57.27%
EXPENDITURE SUMMARY:								
Deer Park Community Development Corporation	-	317,466			317,466	2,700,900	2,383,434	88.25%
Total DPCCDC Fund Expenditures	-	317,466			317,466	2,700,900	2,383,434	88.25%
DPCCDC Revenues O/(U) Expenditures	\$ 302,139	\$ 534,435			\$ 836,574	\$ -		
<u>FUND BALANCE</u>								
Beginning Fund Balance - General Fund	\$ 37,104,658	\$ 50,131,957			\$ 37,104,658			
Revenues Over/(Under) Expenditures	13,027,299	1,794,697			14,821,996			
Ending Fund Balance - General Fund	\$ 50,131,957	\$ 51,926,654			\$ 51,926,654			
Beginning Fund Balance - Water Sewer Fund	\$ 21,245,441	\$ 21,847,202			\$ 21,245,441			
Revenues Over/(Under) Expenditures	601,761	(1,041,259)			(439,498)			
Ending Fund Balance - Water Sewer Fund	\$ 21,847,202	\$ 20,805,943			\$ 20,805,943			

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

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Prior Fiscal Year			
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	FY18	FY17	Difference	FY17
	<u>12/31/2017</u>	<u>3/31/2018</u>	<u>6/30/2017</u>	<u>9/30/2017</u>	<u>YTD Actual</u>	<u>YTD Actual</u>	<u>Q/(U) Prior YTD</u>	<u>FYE Total</u>
GOVERNMENTAL FUNDS								
REVENUE SUMMARY:								
General Fund	\$ 20,091,281	\$ 10,785,852			\$ 30,877,133	\$ 29,804,618	\$ 1,072,515	\$ 41,221,303
Debt Service Fund	2,566,075	2,218,003			4,784,078	7,026,934	(2,242,856)	7,194,757
Golf Course Lease Fund	-	5,949			5,949	26,768	(20,819)	121,678
Special Revenue Funds	68,782	258,015			326,797	348,160	(21,363)	1,496,341
Capital Improvement Bond Funds	107,202	460,274			567,476	4,078,250	(3,510,774)	5,578,859
Total Governmental Funds Revenue	22,833,340	13,728,093			36,561,433	41,284,730	(4,723,297)	55,612,938
EXPENDITURE SUMMARY:								
<u>General Fund</u>								
General & Administrative	1,549,071	1,903,533			3,452,604	3,564,684	(112,080)	15,104,567
Police Department	2,022,587	2,504,584			4,527,171	4,237,974	289,197	8,977,716
Fire Department & Emergency Services	467,374	658,283			1,125,657	1,083,735	41,922	2,341,902
Planning & Development	350,951	432,972			783,923	885,464	(101,541)	1,836,614
Sanitation	865,108	1,093,651			1,958,759	1,812,272	146,487	4,178,419
Street Maintenance	232,095	315,328			547,423	521,293	26,130	1,188,997
Parks & Recreation	1,184,809	1,600,307			2,785,116	3,060,886	(275,770)	7,072,574
Library	215,294	274,434			489,728	432,156	57,572	973,450
Other	176,693	208,063			384,756	565,993	(181,237)	1,027,745
Employee Benefits	-	-			-	-	-	-
Operating Transfers	-	-			-	-	-	-
Total General Fund	7,063,982	8,991,155			16,055,137	16,164,457	(109,320)	42,701,984
<u>Debt Service Fund</u>	861	5,842,708			5,843,569	5,770,150	73,419	6,296,867
<u>Golf Course Lease Fund</u>	20,621	75,761			96,382	74,694	21,688	127,539
<u>Special Revenue Funds</u>	288,980	158,186			447,166	393,981	53,185	2,760,185
<u>Capital Improvement Bond Funds</u>	868,298	3,866,094			4,734,392	4,635,341	99,051	7,408,629
Total Governmental Funds Expenditures	8,242,742	18,933,904			27,176,646	27,038,623	138,023	59,315,204
Governmental Funds Revenues O/(U) Expenditures	\$ 14,590,598	\$ (5,205,811)			\$ 9,384,787	\$ 14,246,107	\$ (4,861,320)	\$ (3,702,286)
UTILITY FUNDS								
REVENUE SUMMARY:								
Water/Sewer Fund	\$ 1,842,138	\$ 2,586,169			\$ 4,428,307	\$ 4,463,793	\$ (35,486)	\$ 10,823,487
Storm Water Fund	57,111	85,247			142,358	126,300	16,058	301,981
Other	93	107,789			107,882	769,176	(661,294)	980,859
Total Utility Funds Revenue	1,899,342	2,779,205			4,678,547	5,359,269	(680,722)	12,106,327
EXPENSES SUMMARY:								
General & Administrative	267,124	338,819			605,943	614,269	(8,326)	314,038
Water Expenses	664,168	1,429,032			2,093,220	2,543,719	(450,499)	4,240,952
Sewer Expenses	207,704	318,800			526,504	500,826	25,678	1,129,619
Storm Water Expenses	59,770	43,077			102,847	193,165	(90,318)	104,399
Debt Service & Related Fees	1,889	1,345,321			1,347,210	2,614	1,344,596	98,200
Operating Transfers	-	107,681			107,681	2,020,807	(1,913,126)	4,031,213
Other	66,144	82,538			148,682	274,037	(125,355)	1,335,190
Employee Benefits	33,385	9,497			42,872	41,026	1,846	63,876
Total Utility Funds Expenses	1,300,204	3,674,755			4,974,959	6,190,463	(1,215,504)	11,317,487
Utility Funds Revenues O/(U) Expenses	\$ 599,138	\$ (895,550)			\$ (296,412)	\$ (831,194)	\$ 534,782	\$ 788,840
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Capital Improvements Fund Revenue	\$ 378	\$ 474			\$ 852	\$ 337	\$ (515)	\$ 7,790,100
Total Capital Improvements Fund Revenue	\$ 378	\$ 474			\$ 852	\$ 337	\$ (515)	\$ 7,790,100
EXPENDITURE SUMMARY:								
General Government	918,229	1,320,623			2,238,852	550,571	1,688,281	3,384,486
Fire Department	-	-			-	-	-	-
Planning & Development	-	-			-	-	-	160,265
Street Maintenance	22,655	107,666			130,321	481,823	(351,502)	711,115
Storm Water	-	-			-	71,285	(71,285)	129,721
Park Maintenance	-	-			-	-	-	-
Recreation	-	-			-	-	-	-
Athletics & Aquatics	-	22,850			22,850	-	22,850	-
Building Maintenance	-	-			-	-	-	-
Drama	-	-			-	-	-	-
Library	-	22,850			22,850	-	22,850	-
Contingency	-	22,850			22,850	-	22,850	19,250
Total Capital Improvements Fund Expenditures	940,884	1,496,839			2,437,723	1,103,679	1,334,044	4,404,837
Capital Improvements Fund Revenues O/(U) Expenditures	\$ (940,506)	\$ (1,496,365)			\$ (2,436,871)	\$ (1,103,342)	\$ (1,334,559)	\$ 3,385,263

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Prior Fiscal Year			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2017	Qtr 4 9/30/2017	FY18 YTD Actual	FY17 YTD Actual	Difference O/(U) Prior YTD	FY17 FYE Total
<u>FIDUCIARY FUNDS</u>								
REVENUE SUMMARY:								
LEPC Fund	\$ 23,936	\$ 28,374			\$ 52,310	\$ 53,065	\$ (755)	\$ 109,554
Senior Citizens Fund	308	386			894	274	420	775
Total Fiduciary Funds Revenue	24,244	28,760			53,004	53,339	(335)	110,329
EXPENDITURE SUMMARY:								
LEPC Fund	15,592	34,598			50,190	25,792	24,398	101,131
Senior Citizens Fund	-	-			-	-	-	-
Total Fiduciary Funds Expenditures	15,592	34,598			50,190	25,792	24,398	101,131
Fiduciary Funds Revenues O/(U) Expenditures	\$ 8,652	\$ (5,838)			\$ 2,814	\$ 27,547	\$ (24,733)	\$ 9,198
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 144,793	\$ 421,656			\$ 566,449	\$ 542,808	\$ 23,641	\$ 1,649,598
Fire Control Prevention and EMS District	158,869	433,139			592,008	542,467	49,541	1,640,721
Total Special Revenue Districts Revenue	303,662	854,795			1,158,457	1,085,275	73,182	3,290,319
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	332,722	187,696			520,418	1,422,171	(901,753)	805,405
Fire Control Prevention and EMS District	308,733	388,890			697,623	625,970	71,653	1,276,142
Total Special Revenue Districts Expenditures	641,455	576,586			1,218,041	2,048,141	(830,100)	2,081,547
Special Revenue Districts Revenues O/(U) Expenditures	\$ (337,793)	\$ 278,209			\$ (59,584)	\$ (962,866)	\$ 903,282	\$ 1,208,772
<u>TYPE B CORPORATION</u>								
REVENUE SUMMARY:								
Deer Park Community Development Corporation	\$ 302,139	\$ 851,901			\$ 1,154,040	\$ 1,053,528	\$ 100,512	\$ 3,208,765
Total DPCDC Fund Revenue	302,139	851,901			1,154,040	1,053,528	100,512	3,208,765
EXPENDITURE SUMMARY:								
Deer Park Community Development Corporation	-	317,466			317,466	2,172,572	(1,855,106)	3,009,583
Total DPCDC Fund Expenditures	-	317,466			317,466	2,172,572	(1,855,106)	3,009,583
DPCDC Revenues O/(U) Expenditures	\$ 302,139	\$ 534,435			\$ 836,574	\$ (1,119,044)	\$ 1,955,618	\$ 199,182

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
GENERAL FUND								
REVENUE SUMMARY:								
Taxes	\$ 18,718,187	\$ 9,362,349			\$ 28,080,536	\$ 32,746,741	\$ 4,666,205	14.25%
Service Fees	211,516	339,049			550,565	1,215,000	664,435	54.69%
Fines	351,742	395,765			747,507	1,504,200	756,693	50.31%
Permits & Licenses	79,805	118,236			198,041	501,300	303,259	60.49%
User Fees	447,128	506,415			953,543	1,894,250	940,707	49.66%
Other	282,903	59,884			342,787	5,473,930	5,131,143	93.74%
Special Revenue	-	4,154			4,154	10,000	5,846	58.46%
Total Revenue	20,091,281	10,785,852			30,877,133	43,345,421	12,468,288	28.76%
EXPENDITURE SUMMARY:								
Mayor & Council	7,287	6,212			13,499	63,550	50,051	78.76%
City Manager	183,034	233,036			416,070	951,810	535,740	56.29%
Boards & Commissions	4,433	2,991			7,424	15,408	7,984	51.82%
Municipal Court	90,442	111,406			201,848	444,901	243,053	54.63%
General Government	648,256	745,131			1,393,387	4,990,305	3,596,918	72.08%
Legal Services	27,783	39,113			66,896	152,000	85,104	55.99%
Personnel	68,787	89,607			158,394	382,418	224,024	58.58%
IT Services	307,320	400,360			707,680	1,605,167	897,487	55.91%
Finance	135,317	173,885			309,202	687,220	378,018	55.01%
City Secretary	76,412	101,792			178,204	402,643	224,439	55.74%
Police	2,022,587	2,504,584			4,527,171	9,832,451	5,305,280	53.96%
Emergency Management	91,081	106,953			198,034	460,660	262,626	57.01%
Fire Department	79,810	163,574			243,384	659,608	416,224	63.10%
Ambulance Services	257,898	353,647			611,545	1,340,986	729,441	54.40%
Fire Marshal	38,585	34,109			72,694	157,653	84,959	53.89%
Central Warehouse	16,212	19,385			35,597	77,954	42,357	54.34%
Planning & Development	350,951	432,972			783,923	1,959,794	1,175,871	60.00%
Sanitation	865,108	1,093,651			1,958,759	4,016,136	2,057,377	51.23%
Street Maintenance	232,095	315,328			547,423	1,926,225	1,378,802	71.58%
Fleet Maintenance	104,334	120,234			224,568	744,177	519,609	69.82%
Humane Services	56,147	68,444			124,591	263,072	138,481	52.64%
Beautification	6,865	-			6,865	45,000	38,135	84.74%
Park Maintenance	368,425	530,573			898,998	2,716,249	1,817,251	66.90%
Recreation	307,355	395,728			703,083	1,614,593	911,510	56.45%
Athletics & Aquatics	122,721	174,240			296,961	875,642	578,681	66.09%
Building Maintenance	125,456	173,547			299,003	667,180	368,177	55.18%
Senior Services	90,386	148,012			238,398	564,077	325,679	57.74%
After School Program	70,630	74,508			145,138	401,988	256,850	63.89%
Drama	92,971	103,699			196,670	503,232	306,562	60.92%
Library	215,294	274,434			489,728	1,150,882	661,154	57.45%
Employee Benefits	-	-			-	-	-	*
Operating Transfer to Golf Course Lease	-	-			-	106,000	106,000	100.00%
Operating Transfer to Capital Improvement Fund	-	-			-	3,566,440	3,566,440	100.00%
Total Expenditures	7,063,982	8,991,155			16,055,137	43,345,421	27,290,284	62.96%
General Fund Revenues O/(U) Expenditures	\$ 13,027,299	\$ 1,794,697			\$ 14,821,996	\$ -		
FUND BALANCE								
Beginning Fund Balance	\$ 37,104,658	\$ 50,131,957			\$ 37,104,658			
Revenues Over/(Under) Expenditures	13,027,299	1,794,697			14,821,996			
Ending Fund Balance	\$ 50,131,957	\$ 51,926,654			\$ 51,926,654			

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
DEBT SERVICE FUND								
REVENUE SUMMARY:								
Taxes	\$ 2,529,975	\$ 2,173,152			\$ 4,703,127	\$ 4,539,566	\$ (163,561)	**
Other	36,100	44,851			80,951	2,479,362	2,398,411	96.74%
Total Revenue	<u>2,566,075</u>	<u>2,218,003</u>			<u>4,784,078</u>	<u>7,018,928</u>	<u>2,234,850</u>	31.84%
EXPENDITURE SUMMARY:								
Paying Agent Fees/Escrow Payment/Issuance Costs	861	3,392			4,253	100,000	95,747	95.75%
Principal Payments	-	4,984,425			4,984,425	5,240,425	256,000	4.89%
Interest Payments	-	854,891			854,891	1,678,503	823,612	49.07%
Total Expenditures	<u>861</u>	<u>5,842,708</u>			<u>5,843,569</u>	<u>7,018,928</u>	<u>1,175,359</u>	16.75%
Debt Service Fund Revenues O/(U) Expenditures	<u>\$ 2,565,214</u>	<u>\$ (3,624,705)</u>			<u>\$ (1,059,491)</u>	<u>\$ -</u>		
<hr/>								
FUND BALANCE								
Beginning Fund Balance	\$ 4,634,051	\$ 7,199,265			\$ 4,634,051			
Revenues Over/(Under) Expenditures	<u>2,565,214</u>	<u>(3,624,705)</u>			<u>(1,059,491)</u>			
Ending Fund Balance	<u>\$ 7,199,265</u>	<u>\$ 3,574,560</u>			<u>\$ 3,574,560</u>			

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>GOLF COURSE LEASE FUND</u>								
REVENUE SUMMARY:								
User Fees	\$ -	\$ -			\$ -	\$ -	\$ -	*
Other Revenue	-	-			-	106,000	106,000	100.00%
Restricted Revenue	-	5,949			5,949	70,000	64,051	91.50%
Total Revenue	-	5,949			5,949	176,000	170,051	96.62%
EXPENDITURE SUMMARY:								
Operating Expenditures	20,621	40,885			61,506	120,000	58,494	48.75%
Capital Expenditures	-	34,876			34,876	56,000	21,124	37.72%
Total Expenditures	20,621	75,761			96,382	176,000	79,618	45.24%
Golf Course Lease Fund Revenues O/(U) Expenditures	\$ (20,621)	\$ (69,812)			\$ (90,433)	\$ -		
<hr/>								
<u>FUND BALANCE</u>								
Beginning Fund Balance	\$ 141,289	\$ 120,668			\$ 141,289			
Revenues Over/(Under) Expenditures	(20,621)	(69,812)			(90,433)			
Ending Fund Balance	\$ 120,668	\$ 50,856			\$ 50,856			

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>SPECIAL REVENUE FUNDS</u>								
REVENUE SUMMARY:								
Hotel Occupancy Tax Fund	\$ -	\$ 170,490			\$ 170,490	\$ 1,075,982	\$ 905,492	84.15%
Police Forfeiture Fund	11,144	1,746			12,890	14,403	1,513	10.50%
Other	5,403	32,384			37,787	-	(37,787)	*
Municipal Court Fund	51,955	53,043			104,998	359,810	254,812	70.82%
Disaster Declarations	-	-			-	-	-	*
Grant Fund	-	-			-	529,585	529,585	100.00%
Street Assessment Fund	206	259			465	-	(465)	*
East Blvd Fund	74	93			167	-	(167)	*
Chapter 380	-	-			-	-	-	*
Total Revenue	68,782	258,015			326,797	1,979,780	1,652,983	83.49%
EXPENDITURE SUMMARY:								
Hotel Occupancy Tax Fund	138,031	50,117			188,148	1,075,982	887,834	82.51%
Police Forfeiture Fund	5,983	3,244			9,227	14,403	5,176	35.94%
Other	24,042	37,064			61,106	-	-	*
Municipal Court Fund	52,736	39,660			92,396	355,748	263,352	74.03%
Disaster Declarations	42,885	4,828			47,713	-	-	*
Grant Fund	25,229	23,180			48,409	529,585	481,176	90.86%
Street Assessment Fund	-	-			-	-	-	*
East Blvd Fund	74	93			167	-	1	*
Chapter 380	-	-			-	-	-	*
Total Expenditures	288,980	158,186			447,166	1,975,718	1,637,539	82.88%
Special Revenue Funds Revenues O/(U) Expenditures	\$ (220,198)	\$ 99,829			\$ (120,369)	\$ 4,062		

FUND BALANCE

Beginning Fund Balance	\$ 1,326,456	\$ 1,106,258	\$ 1,326,456
Revenues Over/(Under) Expenditures	(220,198)	99,829	(120,369)
Ending Fund Balance	\$ 1,106,258	\$ 1,206,087	\$ 1,206,087

Ending Fund Balance by Fund:

11 - Hotel Occupancy Tax Fund	\$ 867,072	\$ 987,444	\$ 987,444
12 - Police Forfeiture Fund	33,855	32,357	32,357
14 - Other	605,073	600,393	600,393
19 - Municipal Court Fund	241,898	255,081	255,081
21 - Hurricane Ike	-	-	-
22 - Disaster Declarations	(766,404)	(771,232)	(771,232)
24 - Grant Fund	2,575	(20,604)	(20,604)
30 - Street Assessment Fund	95,413	95,672	95,672
38 - East Blvd Fund	26,976	26,976	26,976
86 - Chapter 380	-	-	-
Total Special Revenue Funds	\$ 1,106,258	\$ 1,206,087	\$ 1,206,087

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2017	Qtr 4 9/30/2017	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
CAPITAL IMPROVEMENT BOND FUNDS								
REVENUE SUMMARY:								
CIBF 2005	\$ 881	\$ 1,105			\$ 1,986	\$ -	\$ (1,986)	*
CIBF 2007	5,047	6,323			11,370	-	(11,370)	*
CIBF 2010	4,644	5,819			10,463	-	(10,463)	*
CIBF 2011	1,851	2,318			4,169	-	(4,169)	*
CIBF 2012	6,252	7,833			14,085	-	(14,085)	*
CIBF 2013	1,064	1,312			2,376	-	(2,376)	*
CIBF 2014 (CO)	4,860	5,997			10,857	-	(10,857)	*
CIBF 2014 (GO)	125	155			280	-	(280)	*
CIBF 2015	20,005	24,687			44,692	-	(44,692)	*
CIBF 2015-A	14,283	17,627			31,910	-	(31,910)	*
CIBF 2016 & 2017 (DPCDC)	23,765	344,866			368,631	-	(368,631)	*
CIBF 2016-A	19,844	24,490			44,334	-	(44,334)	*
CIBF 2017-A	4,581	17,742			22,323	-	(22,323)	*
Total Revenue	107,202	460,274			567,476	-	(567,476)	*
EXPENDITURE SUMMARY:								
CIBF 2005	881	1,105			1,986	-	(1,986)	*
CIBF 2007	19,883	59,015			78,898	-	(78,898)	*
CIBF 2010	204,644	5,819			210,463	-	(210,463)	*
CIBF 2011	-	310,650			310,650	-	(310,650)	*
CIBF 2012	-	1,982,956			1,982,956	-	(1,982,956)	*
CIBF 2013	-	47,850			47,850	-	(47,850)	*
CIBF 2014 (CO)	6,970	-			6,970	-	(6,970)	*
CIBF 2014 (GO)	125	155			280	-	(280)	*
CIBF 2015	203,365	476,181			679,546	-	(679,546)	*
CIBF 2015-A	19,405	4,633			24,038	-	(24,038)	*
CIBF 2016 & 2017 (DPCDC)	275,684	666,794			942,478	-	(942,478)	*
CIBF 2016-A	18,380	234,828			253,208	-	(253,208)	*
CIBF 2017-A	118,961	76,108			195,069	-	(195,069)	*
Total Expenditures	868,298	3,866,094			4,734,392	-	(4,734,392)	*
CIBF Revenues O/(U) Expenditures	\$ (761,096)	\$ (3,405,820)			\$ (4,166,916)	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 20,764,290	\$ 20,003,194	\$ 20,764,290
Revenues Over/(Under) Expenditures	(761,096)	(3,405,820)	(4,166,916)
Ending Fund Balance	\$ 20,003,194	\$ 16,597,374	\$ 16,597,374

Ending Fund Balance by Fund:

23 - Series 2016 & 2017 (DPCDC)	\$ 8,229,321	\$ 7,907,393	\$ 7,907,393
26 - Series 2015	6,874,482	6,422,989	6,422,989
27 - Series 2014 GO	-	-	-
28 - Series 2013	(173,978)	(220,516)	(220,516)
29 - Series 2012	118,475	(1,856,649)	(1,856,649)
32 - Series 2010	2,384,951	2,384,951	2,384,951
34 - Series 2007	1,704,340	1,651,648	1,651,648
35 - Series 2005	321,268	321,268	321,268
39 - Series 2011	274,532	(33,800)	(33,800)
48 - Series 2014 CO	129,401	135,398	135,398
49 - Series 2015-A	171,367	184,362	184,362
51 - Series 2016-A	83,414	(126,925)	(126,925)
52 - Series 2017-A	(114,379)	(172,745)	(172,745)
Total CIBF	\$ 20,003,194	\$ 16,597,374	\$ 16,597,374

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>WATER/SEWER FUND</u>								
REVENUE SUMMARY:								
Service Fees	\$ 1,822,749	\$ 2,569,514			\$ 4,392,263	\$ 10,821,161	\$ 6,428,898	59.41%
Permits & Licenses	6,647	9,841			16,488	75,000	58,512	78.02%
Other	12,742	6,814			19,556	143,900	124,344	86.41%
Total Revenue	1,842,138	2,586,169			4,428,307	11,040,061	6,611,754	59.89%
EXPENDITURE SUMMARY:								
Public Works Administration	156,615	156,530			313,145	495,545	182,400	36.81%
Water Maintenance	255,206	589,731			844,937	1,908,878	1,063,941	55.74%
Central Collections	110,509	182,289			292,798	678,876	386,078	56.87%
Meter Readers	66,087	78,288			144,375	327,426	183,051	55.91%
Wastewater Treatment	207,704	318,800			526,504	1,433,972	907,468	63.28%
Water Treatment Plant	408,982	839,301			1,248,283	3,829,371	2,581,088	67.40%
Employee Benefits	33,385	9,487			42,872	90,430	47,558	52.59%
Paying Agent Fees	1,889	299			2,188	6,500	4,312	66.34%
Principal Payments	-	954,540			954,540	1,289,575	335,035	25.98%
Interest Expense	-	390,482			390,482	880,067	489,585	55.63%
Transfer to Debt Service Fund	-	-			-	-	-	*
Transfer to General Fund	-	-			-	-	-	*
Transfer to Funds 46 & 47	-	107,681			107,681	99,421	(8,260)	**
Total Expenditures	1,240,377	3,627,428			4,867,805	11,040,061	6,172,256	55.91%
Water/Sewer Fund Revenues O/(U) Expenditures	\$ 601,761	\$ (1,041,259)			\$ (439,498)	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 21,245,441	\$ 21,847,202	\$ 21,245,441
Revenues Over/(Under) Expenditures	601,761	(1,041,259)	(439,498)
Ending Fund Balance	\$ 21,847,202	\$ 20,805,943	\$ 20,805,943

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
OTHER UTILITY FUNDS								
REVENUE SUMMARY:								
TWDB Series 2002	\$ 17	\$ 107,693			\$ 107,710	\$ -	\$ (107,710)	*
Wastewater/Sanitary Sewer - Series 2002	76	96			172	-	(172)	*
Storm Water Utility Fund	57,111	85,247			142,358	337,500	195,142	57.82%
Total Revenue	57,204	193,036			250,240	337,500	87,260	25.85%
EXPENDITURE SUMMARY:								
TWDB Series 2002	-	4,250			4,250	-	(4,250)	*
Wastewater/Sanitary Sewer - Series 2002	57	-			57	-	(57)	*
Storm Water Utility Fund	59,770	43,077			102,847	337,500	234,653	69.53%
Total Expenditures	59,827	47,327			107,154	337,500	230,346	68.25%
Other Utility Funds Revenues O/(U) Expenditures	\$ (2,623)	\$ 145,709			\$ 143,086	\$ -		
<hr/>								
FUND BALANCE								
Beginning Fund Balance	\$ 3,861,275	\$ 3,858,652			\$ 3,861,275			
Revenues Over/(Under) Expenditures	(2,623)	145,709			143,086			
Ending Fund Balance	\$ 3,858,652	\$ 4,004,361			\$ 4,004,361			
Ending Fund Balance by Fund:								
25 - Storm Water Utility Fund	\$ (15,320)	\$ 26,850			\$ 26,850			
43 - 2000 Sewer Rehab	511,088	511,088			511,088			
46 - 2002 TWDB	2,175,251	2,278,694			2,278,694			
47 - 2002 WW SS	1,187,633	1,187,729			1,187,729			
	\$ 3,858,652	\$ 4,004,361			\$ 4,004,361			

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>CAPITAL IMPROVEMENTS FUND</u>								
REVENUE SUMMARY:								
Other	\$ 378	\$ 474	-	-	\$ 852	\$ 7,168,148	\$ 7,167,296	99.99%
Total Revenue	<u>378</u>	<u>474</u>	-	-	<u>852</u>	<u>7,168,148</u>	<u>7,167,296</u>	99.99%
EXPENDITURE SUMMARY:								
General Government	918,229	1,320,623	-	-	2,238,852	3,622,440	1,383,588	38.19%
Fire Department	-	-	-	-	-	157,000	157,000	100.00%
Planning & Development	-	-	-	-	-	-	-	*
Street Maintenance	22,655	107,666	-	-	130,321	1,933,813	1,803,492	93.26%
Storm Water	-	-	-	-	-	-	-	*
Park Maintenance	-	-	-	-	-	861,895	861,895	100.00%
Recreation	-	-	-	-	-	56,000	56,000	100.00%
Athletics & Aquatics	-	22,850	-	-	22,850	125,000	102,150	81.72%
Building Maintenance	-	-	-	-	-	200,000	200,000	100.00%
Drama	-	-	-	-	-	56,000	56,000	100.00%
Library	-	22,850	-	-	22,850	56,000	33,150	59.20%
Contingency	-	22,850	-	-	22,850	100,000	77,150	77.15%
Total Expenditures	<u>940,884</u>	<u>1,496,839</u>	-	-	<u>2,437,723</u>	<u>7,168,148</u>	<u>4,730,425</u>	65.99%
Capital Improvements Fund Revenues O/(U) Expenditures	\$ (940,506)	\$ (1,496,365)	-	-	\$ (2,436,871)	\$ -	-	-
<u>FUND BALANCE</u>								
Beginning Fund Balance	\$ 8,114,128	\$ 7,173,622	-	-	\$ 8,114,128	-	-	-
Revenues Over/(Under) Expenditures	<u>(940,506)</u>	<u>(1,496,365)</u>	-	-	<u>(2,436,871)</u>	-	-	-
Ending Fund Balance	<u>\$ 7,173,622</u>	<u>\$ 5,677,257</u>	-	-	<u>\$ 5,677,257</u>	-	-	-

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
DETAIL OF CAPITAL IMPROVEMENTS FUND EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 1/0/1900	Qtr 3 Actual	Qtr 4 Actual	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>General Government</u>								
New City Hall	\$ 918,229	\$ 1,255,480			\$ 2,173,709	\$ 3,122,440	\$ 948,731	30.38%
New City Hall - Furniture	-	65,142			65,142	500,000	434,858	86.97%
<u>Fire Department</u>								
Roof Replacement - Fire Station #1	-				-	157,000	157,000	100.00%
<u>Street Maintenance</u>								
Street Replacement Program	20,535	7,273			27,808	1,633,813	1,606,005	98.30%
Sidewalks	2,120	100,394			102,514	300,000	197,486	65.83%
<u>Park Maintenance</u>								
Shade Structure at Bayou Bend Park	-	-			-	100,000	100,000	100.00%
Repave Pony Field Parking Lot (P-Street)	-	-			-	100,000	100,000	100.00%
Girl's Softball Renovations	-	-			-	449,631	449,631	100.00%
Soccer Field Development	-	-			-	107,197	107,197	100.00%
Dow Park Pavilion & Improvements	-	-			-	105,067	105,067	100.00%
<u>Recreation</u>								
Replace Marquee Sign - Community Center	-	22,850			22,850	56,000	33,150	59.20%
<u>Athletics & Aquatics</u>								
New Slide Structure	-	-			-	125,000	125,000	100.00%
<u>Building Maintenance</u>								
Restore Roof - Community Center	-	-			-	200,000	200,000	100.00%
<u>Drama</u>								
Replace Marquee Sign - Court & Theater Building	-	22,850			22,850	56,000	33,150	59.20%
<u>Library</u>								
Replace Marquee Sign - Library	-	22,850			22,850	56,000	33,150	59.20%
<u>Contingency</u>								
Unallocated funds	-	-			-	100,000	100,000	100.00%
Total Expenditures	\$ 940,884	\$ 1,496,839			\$ 2,437,723	\$ 7,168,148	\$ 4,730,425	65.99%

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2017</u>	<u>Qtr 2</u> <u>3/31/2018</u>	<u>Qtr 3</u> <u>6/30/2018</u>	<u>Qtr 4</u> <u>9/30/2018</u>	<u>YTD</u> <u>Actual</u>	<u>Amended</u> <u>Budget</u>	<u>Remaining</u> <u>Budget</u>	<u>Remaining</u> <u>Budget %</u>
<u>FIDUCIARY FUNDS</u>								
REVENUE SUMMARY:								
LEPC Fund	\$ 23,936	\$ 28,374			\$ 52,310	\$ -	\$ (52,310)	*
Senior Citizens Fund	308	386			694	-	(694)	*
Total Revenue	24,244	28,760			53,004	-	(53,004)	*
EXPENDITURE SUMMARY:								
LEPC Fund	15,592	34,598			50,190	-	(50,190)	*
Senior Citizens Fund	-	-			-	-	-	*
Total Expenditures	15,592	34,598			50,190	-	(50,190)	*
Fiduciary Funds Revenues O/(U) Expenditures	\$ 8,652	\$ (5,838)			\$ 2,814	\$ -		

FUND BALANCE

Beginning Fund Balance - LEPC Fund	\$ 135,308	\$ 143,652	\$ 135,308
Revenues Over/(Under) Expenditures	8,344	(6,224)	2,120
Ending Fund Balance - LEPC Fund	\$ 143,652	\$ 137,428	\$ 137,428
Beginning Fund Balance - Senior Citizens Fund	\$ 113,104	\$ 113,412	\$ 113,104
Revenues Over/(Under) Expenditures	308	386	694
Ending Fund Balance - Senior Citizens Fund	\$ 113,412	\$ 113,798	\$ 113,798

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 144,793	\$ 421,656			\$ 566,449	\$ 2,042,096	\$ 1,475,647	72.26%
Fire Control Prevention and EMS District	158,869	433,139			592,008	3,810,343	3,218,335	84.46%
Total Revenue	303,662	854,795			1,158,457	5,852,439	4,693,982	80.21%
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	332,722	187,696			520,418	2,042,096	1,521,678	74.52%
Fire Control Prevention and EMS District	308,733	388,890			697,623	3,810,343	3,112,720	81.69%
Total Expenditures	641,455	576,586			1,218,041	5,852,439	4,634,398	79.19%
Special Revenue Districts Revenues O/(U) Expenditures	\$ (337,793)	\$ 278,209			\$ (59,584)	\$ -		

FUND BALANCE

Beginning Fund Balance - CCPD	\$ 4,393,534	\$ 4,205,605	\$ 4,393,534
Revenues Over/(Under) Expenditures	(187,929)	233,960	46,031
Ending Fund Balance - CCPD	\$ 4,205,605	\$ 4,439,565	\$ 4,439,565
Beginning Fund Balance - FCPEMSD	\$ 3,110,284	\$ 2,960,420	\$ 3,110,284
Revenues Over/(Under) Expenditures	(149,864)	44,249	(105,615)
Ending Fund Balance - FCPEMSD	\$ 2,960,420	\$ 3,004,669	\$ 3,004,669

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
DEER PARK COMMUNITY DEVELOPMENT CORPORATION								
REVENUE SUMMARY:								
Taxes	\$ 301,832	\$ 851,596			\$ 1,153,428	\$ 2,700,000	\$ 1,546,572	57.28%
Other	307	305			612	900	288	32.00%
Total Revenue	302,139	851,901			1,154,040	2,700,900	1,546,860	57.27%
EXPENDITURE SUMMARY:								
Operating Expenditures	-	2,000			2,000	306,538	304,538	99.35%
Transfer to Debt Service Fund	-	315,466			315,466	2,394,362	2,078,896	86.82%
Total Expenditures	-	317,466			317,466	2,700,900	2,383,434	88.25%
Golf Course Lease Fund Revenues O/(U) Expenditures	\$ 302,139	\$ 534,435			\$ 836,574	\$ -		
<hr/>								
FUND BALANCE								
Beginning Fund Balance	\$ 3,241,872	\$ 3,544,011			\$ 3,241,872			
Revenues Over/(Under) Expenditures	302,139	534,435			836,574			
Ending Fund Balance	\$ 3,544,011	\$ 4,078,446			\$ 4,078,446			

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY OF AD VALOREM (PROPERTY) TAX
FISCAL YEAR 2016 - FISCAL YEAR 2018**

Fiscal Month	FY 2016		FY 2017		FY 2018	
	<u>Ad Valorem *</u>	<u>Industrial</u>	<u>Ad Valorem *</u>	<u>Industrial</u>	<u>Ad Valorem *</u>	<u>Industrial</u>
Oct	\$ 23,462	\$ -	\$ 348,751	\$ -	\$ 471,868	\$ -
Nov	968,115	-	1,044,652	112,192	1,254,064	31,839
Dec	6,913,356	13,178,476	7,111,516	12,804,889	8,048,053	10,423,927
Jan	6,399,747	260,783	7,688,458	65,586	6,722,377	609,817
Feb	1,332,727	213,330	1,067,393	65,825	1,384,431	37,478
Mar	283,338	(14,501)	422,982	6,032	356,288	-
Apr	99,882	(9,966)	138,187	2,393		
May	205,323	-	188,096	1,679		
Jun	110,979	-	63,231	-		
Jul	50,116	-	39,116	-		
Aug	32,164	-	15,318	-		
Sep	25,100	-	(226,111)	-		
Total	\$ 16,444,309	\$ 13,628,122	\$ 17,901,589	\$ 13,058,596	\$ 18,237,081	\$ 11,303,061
YTD	\$ 15,920,745	\$ 13,638,088	\$ 17,683,752	\$ 13,054,524	\$ 18,237,081	\$ 11,303,061
% of Budget	102.49%	106.56%	100.63%	113.24%	100.68%	99.84%
Budget	\$ 15,533,821	\$ 12,798,700	\$ 17,572,173	\$ 11,528,238	\$ 18,114,583	\$ 11,321,524
% of Budget	105.86%	106.48%	101.87%	113.27%	100.68%	99.84%
<u>Tax Rate:</u>	\$ 0.714352 / \$100 valuation		\$ 0.720000 / \$100 valuation		\$ 0.720000 / \$100 valuation	
General	\$ 0.515711 / \$100 valuation		\$ 0.519943 / \$100 valuation		\$ 0.533514 / \$100 valuation	
Debt Service	\$ 0.198641 / \$100 valuation		\$ 0.200057 / \$100 valuation		\$ 0.186486 / \$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 2016 - FISCAL YEAR 2018**

Payment		City of Deer Park			CCPD			FCPEMSD		
Received	Collected	FY 2016	FY 2017	FY 2018	FY 2016	FY 2017	FY 2018	FY 2016	FY 2017	FY 2018
Oct	Aug	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov	Sep	671	681	737	-	-	-	-	-	-
Dec	Oct	516,217	521,199	602,950	130,669	144,618	144,488	129,317	143,495	158,447
Jan	Nov	484,135	512,669	584,456	130,882	129,899	144,324	130,051	129,091	151,916
Feb	Dec	571,825	657,915	666,769	141,347	164,199	164,040	140,670	164,826	166,067
Mar	Jan	475,306	415,192	453,779	121,029	103,194	113,103	120,327	104,229	114,881
Apr	Feb	518,740	474,902		128,215	118,942		127,669	121,077	
May	Mar	573,297	694,899		142,314	168,850		141,788	171,752	
Jun	Apr	553,393	475,515		138,995	120,859		137,732	125,816	
Jul	May	573,882	571,967		146,670	137,048		145,729	138,851	
Aug	Jun	722,409	539,270		192,621	133,257		191,471	139,741	
Sep	Jul	1,563,678	1,561,136		415,998	387,025		409,516	400,241	
Total		<u>\$ 6,553,553</u>	<u>\$ 6,425,345</u>	<u>\$ 2,308,691</u>	<u>\$ 1,688,740</u>	<u>\$ 1,607,891</u>	<u>\$ 565,955</u>	<u>\$ 1,674,270</u>	<u>\$ 1,639,119</u>	<u>\$ 591,311</u>
YTD		<u>\$ 2,048,154</u>	<u>\$ 2,107,656</u>	<u>\$ 2,308,691</u>	<u>\$ 523,927</u>	<u>\$ 541,910</u>	<u>\$ 565,955</u>	<u>\$ 520,365</u>	<u>\$ 541,641</u>	<u>\$ 591,311</u>
% of Budget		36.57%	36.34%	39.46%	41.58%	41.05%	41.41%	41.30%	41.03%	43.26%
Budget		\$ 5,600,000	\$ 5,800,000	\$ 5,850,000	\$ 1,260,000	\$ 1,320,000	\$ 1,366,800	\$ 1,260,000	\$ 1,320,000	\$ 1,366,800
% of Budget		117.03%	110.78%	39.46%	134.03%	121.81%	41.41%	132.88%	124.18%	43.26%

Payment		DPCDC		
Received	Collected	FY 2016	FY 2017	FY 2018
Oct	Aug	\$ -	\$ -	\$ -
Nov	Sep	324	329	356
Dec	Oct	258,098	260,600	301,475
Jan	Nov	241,165	255,458	291,347
Feb	Dec	285,901	328,946	333,372
Mar	Jan	237,642	207,584	226,877
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		<u>\$ 3,271,782</u>	<u>\$ 3,207,725</u>	<u>\$ 1,153,427</u>
YTD		<u>\$ 1,023,130</u>	<u>\$ 1,052,917</u>	<u>\$ 1,153,427</u>
% of Budget		44.48%	43.87%	42.72%
Budget		\$ 2,300,000	\$ 2,400,000	\$ 2,700,000
% of Budget		142.25%	133.66%	42.72%

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 2016 - FISCAL YEAR 2018**

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
Oct	\$ 185,304	\$ 97,905	\$ 100,369
Nov	8,102	101,466	103,012
Dec	189,587	191,582	200,022
Jan	83,095	66,588	45,804
Feb	261,162	271,448	271,515
Mar	95,748	191,961	195,030
Apr	259,264	56,521	
May	200,441	291,241	
Jun	108,489	207,791	
Jul	168,060	50,683	
Aug	258,628	265,450	
Sep	<u>311,173</u>	<u>302,882</u>	
Total	<u>\$ 2,129,053</u>	<u>\$ 2,095,518</u>	<u>\$ 915,752</u>
YTD	<u>\$ 822,998</u>	<u>\$ 920,950</u>	<u>\$ 915,752</u>
% of Budget	37.41%	44.92%	46.96%
Budget	<u>\$ 2,200,000</u>	<u>\$ 2,050,000</u>	<u>\$ 1,950,000</u>
% of Budget	96.78%	102.22%	46.96%

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 2018**

<u>Series</u>	<u>Original</u>	<u>Debt</u>	<u>Fiscal Year Debt Service Payments</u>			
	<u>Issuance</u>	<u>Outstanding</u>	<u>Principal</u>	<u>Interest 3/15</u>	<u>Interest 9/15</u>	<u>Total</u>
2007 GO Bonds	\$ 7,465,000	\$ 320,000 *	\$ 320,000.00	\$ 6,080.00	\$ -	\$ 326,080.00
2007 Certificates of Obligation	2,300,000	105,000 *	105,000.00	2,231.25	-	107,231.25
2010 Certificates of Obligation	7,805,000	6,070,000	400,000.00	134,487.50	125,487.50	659,975.00
2010 GO & GO Refunding Bonds	6,295,000	2,020,000	545,000.00	44,475.00	32,212.50	621,687.50
2011 Certificates of Obligation	3,390,000	2,900,000	155,000.00	52,300.00	50,362.50	257,662.50
2011 GO Refunding Bonds	3,490,000	1,760,000	305,000.00	24,875.00	21,062.50	350,937.50
2012 Certificates of Obligation	4,725,000	4,450,000	150,000.00	57,476.25	55,976.25	263,452.50
2012 GO Refunding Bonds	4,510,000	3,845,000	590,000.00	45,275.00	39,375.00	674,650.00
2013 Certificates of Obligation	6,925,000	6,765,000	140,000.00	110,400.00	108,650.00	359,050.00
2014 Certificates of Obligation	6,275,000	6,025,000	235,000.00	108,112.50	104,587.50	447,700.00
2014 GO & GO Refunding Bonds	2,920,000	2,800,000	40,000.00	44,537.50	43,937.50	128,475.00
2015 Certificates of Obligation	7,310,000	5,995,000	680,000.00	86,625.00	79,825.00	846,450.00
2015-A Certificates of Obligation	7,110,000	6,810,000	220,000.00	102,412.50	100,212.50	422,625.00
2016 Certificates of Obligation	9,450,000	7,430,000	1,780,000.00	59,068.50	44,917.50	1,883,986.00
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	6,715,000	175,000.00	106,662.50	104,912.50	386,575.00
2017 Certificates of Obligation	2,700,000	2,700,000	60,000.00	25,515.00	24,948.00	110,463.00
2017-A Certificates of Obligation	5,150,000	5,150,000	130,000.00	40,041.67	70,775.00	240,816.67
Total General Obligation Debt		<u>\$ 78,120,000</u>	<u>\$ 6,030,000.00</u>	<u>\$ 1,154,337.67</u>	<u>\$ 1,111,004.25</u>	<u>\$ 8,295,341.92</u>

<u>Series</u>	<u>Original</u>	<u>Debt</u>	<u>Fiscal Year Debt Service Payments</u>			
	<u>Issuance</u>	<u>Outstanding</u>	<u>Principal</u>	<u>Interest 3/1</u>	<u>Interest 9/1</u>	<u>Total</u>
2002 Revenue Bonds	\$ 5,000,000	\$ 250,000	\$ 250,000.00	\$ 4,250.00	\$ -	\$ 254,250.00
Total Revenue Bonds		<u>\$ 250,000</u>	<u>\$ 250,000.00</u>	<u>\$ 4,250.00</u>	<u>\$ -</u>	<u>\$ 254,250.00</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 were called on 3/15/17.

**CITY OF DEER PARK
SUMMARY OF DEBT SERVICE PAYMENTS
FISCAL YEAR 2018**

<u>Series</u>	<u>Original</u>	<u>Debt</u>	<u>Fiscal Year Debt Service Payments</u>			
	<u>Issuance</u>	<u>Outstanding</u>	<u>Principal</u>	<u>Interest - Mar</u>	<u>Interest - Sep</u>	<u>Total</u>
2002 Revenue Bonds	\$ 5,000,000	\$ 250,000	\$ 250,000.00	\$ 4,250.00	\$ -	\$ 254,250.00
2007 GO Bonds	7,465,000	320,000	320,000.00	6,080.00	-	326,080.00
2007 Certificates of Obligation	2,300,000	105,000	105,000.00	2,231.25	-	107,231.25
2010 Certificates of Obligation	7,805,000	6,070,000	400,000.00	134,487.50	125,487.50	659,975.00
2010 GO & GO Refunding Bonds	6,295,000	2,020,000	545,000.00	44,475.00	32,212.50	621,687.50
2011 Certificates of Obligation	3,390,000	2,900,000	155,000.00	52,300.00	50,362.50	257,662.50
2011 GO Refunding Bonds	3,490,000	1,760,000	305,000.00	24,875.00	21,062.50	350,937.50
2012 Certificates of Obligation	4,725,000	4,450,000	150,000.00	57,476.25	55,976.25	263,452.50
2012 GO Refunding Bonds	4,510,000	3,845,000	590,000.00	45,275.00	39,375.00	674,650.00
2013 Certificates of Obligation	6,925,000	6,765,000	140,000.00	110,400.00	108,650.00	359,050.00
2014 Certificates of Obligation	6,275,000	6,025,000	235,000.00	108,112.50	104,587.50	447,700.00
2014 GO & GO Refunding Bonds	2,920,000	2,800,000	40,000.00	44,537.50	43,937.50	128,475.00
2015 Certificates of Obligation	7,310,000	5,995,000	680,000.00	86,625.00	79,825.00	846,450.00
2015-A Certificates of Obligation	7,110,000	6,810,000	220,000.00	102,412.50	100,212.50	422,625.00
2016 Certificates of Obligation	9,450,000	7,430,000	1,780,000.00	59,068.50	44,917.50	1,883,986.00
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	6,715,000	175,000.00	106,662.50	104,912.50	386,575.00
2017 Certificates of Obligation	2,700,000	2,700,000	60,000.00	25,515.00	24,948.00	110,463.00
2017-A Certificates of Obligation	5,150,000	5,150,000	130,000.00	40,041.67	70,775.00	240,816.67
Total Debt Service		<u>\$ 78,370,000</u>	<u>\$ 6,280,000.00</u>	<u>\$ 1,158,587.67</u>	<u>\$ 1,111,004.25</u>	<u>\$ 8,549,591.92</u>

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	\$ 320,000	\$ 320,000.00	\$ 6,080.00	\$ -	\$ 326,080.00
2007 Certificates of Obligation	2,300,000	105,000	105,000.00	2,231.25	-	107,231.25
2010 Certificates of Obligation	7,805,000	6,070,000	400,000.00	134,487.50	125,487.50	659,975.00
2010 GO & GO Refunding Bonds	3,777,000	1,502,677 #	405,425.00	33,084.95	23,962.88	462,472.83
2011 Certificates of Obligation	3,390,000	1,160,000 #	62,000.00	20,920.00	20,145.00	103,065.00
2011 GO Refunding Bonds	3,490,000	704,000 #	122,000.00	9,950.00	8,425.00	140,375.00
2012 Certificates of Obligation	4,725,000	1,780,000 #	60,000.00	22,990.50	22,390.50	105,381.00
2012 GO Refunding Bonds	4,510,000	3,845,000	590,000.00	45,275.00	39,375.00	674,650.00
2013 Certificates of Obligation	6,925,000	2,706,000 #	56,000.00	44,160.00	43,460.00	143,620.00
2014 Certificates of Obligation	6,275,000	2,410,000 #	94,000.00	43,245.00	41,835.00	179,080.00
2014 GO & GO Refunding Bonds	1,738,445	1,618,445 #	40,000.00	26,814.17	26,214.17	93,028.34
2015 Certificates of Obligation	7,310,000	5,995,000	680,000.00	86,625.00	79,825.00	846,450.00
2015-A Certificates of Obligation	7,110,000	2,724,000 #	88,000.00	40,965.00	40,085.00	169,050.00
2016 Certificates of Obligation	9,450,000	7,430,000	1,780,000.00	59,068.50	44,917.50	1,883,986.00
2016-A Certificates of Obligation	6,885,000	2,686,000 #	70,000.00	42,665.00	41,965.00	154,630.00
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	60,000.00	25,515.00	24,948.00	110,463.00
2017-A Certificates of Obligation	5,150,000	2,060,000 #	52,000.00	16,167.07	28,310.00	96,477.07
		<u>52,076,122</u>	<u>4,984,425.00</u>	<u>764,006.44</u>	<u>715,108.05</u>	<u>6,463,539.49</u>
<u>Water/Sewer Fund</u>						
2002 Revenue Bonds	\$ 5,000,000	\$ 250,000	250,000.00	4,250.00	-	254,250.00
2010 GO & GO Refunding Bonds	2,518,000	517,323 #	139,575.00	11,390.05	8,249.62	159,214.67
2011 Certificates of Obligation	3,390,000	1,740,000 #	93,000.00	31,380.00	30,217.50	154,597.50
2011 GO Refunding Bonds	3,490,000	1,056,000 #	183,000.00	14,925.00	12,637.50	210,562.50
2012 Certificates of Obligation	4,725,000	2,670,000 #	90,000.00	34,485.75	33,585.75	158,071.50
2013 Certificates of Obligation	6,925,000	4,059,000 #	84,000.00	66,240.00	65,190.00	215,430.00
2014 Certificates of Obligation	6,275,000	3,615,000 #	141,000.00	64,867.50	62,752.50	268,620.00
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	4,086,000 #	132,000.00	61,447.50	60,127.50	253,575.00
2016-A Certificates of Obligation	6,885,000	4,029,000 #	105,000.00	63,997.50	62,947.50	231,945.00
2017-A Certificates of Obligation	5,150,000	3,090,000 #	78,000.00	23,874.60	42,465.00	144,339.60
		<u>26,293,878</u>	<u>1,295,575.00</u>	<u>394,581.23</u>	<u>395,896.20</u>	<u>2,086,052.43</u>
		<u>\$ 78,370,000</u>	<u>\$ 6,280,000.00</u>	<u>\$ 1,158,587.67</u>	<u>\$ 1,111,004.25</u>	<u>\$ 8,549,591.92</u>

Allocation to General and Water/Sewer Fund

**CITY OF DEER PARK
SUMMARY OF WATER & SEWER CONSUMPTION BILLED
FISCAL YEAR 2016 - FISCAL YEAR 2018**

	FY 2016		FY 2017		FY 2018	
Fiscal	FY 2016		FY 2017		FY 2018	
Month	<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	105,564	90,097	95,884	84,671	96,359	85,569
Nov	93,490	79,815	96,356	83,852	94,515	83,389
Dec	99,313	86,954	98,265	84,346	89,559	79,484
Jan	78,934	73,033	92,031	81,597	94,056	85,029
Feb	86,172	80,905	81,251	81,597	79,719	73,955
Mar	73,159	68,657	83,196	77,150	75,531	70,705
Apr	81,824	75,084	79,787	73,047		
May	93,908	85,489	87,516	78,969		
Jun	84,094	76,465	92,061	81,247		
Jul	84,020	77,878	97,902	85,402		
Aug	101,828	89,926	95,562	82,190		
Sep	104,285	88,342	92,253	80,658		
Total	<u>1,086,591</u>	<u>972,645</u>	<u>1,092,064</u>	<u>974,726</u>	<u>529,739</u>	<u>478,131</u>
YTD	<u>536,632</u>	<u>479,461</u>	<u>546,983</u>	<u>493,213</u>	<u>529,739</u>	<u>478,131</u>

* Includes water and irrigation meters



Legislation Details (With Text)

File #: AGR 18-020 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 6/25/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Consideration of and action on entering into a professional service agreement with RPS Engineers regarding the historic bridge at The Battleground Golf Course.
Sponsors: City Manager's Office
Indexes:
Code sections:
Attachments: [Proposal for Historic Bridge](#)
[RPS Agreement](#)

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Consideration of and action on entering into a professional service agreement with RPS Engineers regarding the historic bridge at The Battleground Golf Course.

Summary:

Contract with RPS Infrastructure is to conduct a photographic inventory of the truss members and evaluate each member to determine the severity of condition; provide construction procedures and materials to allow for "in kind" repair methods to retain its original appearance to the greatest possible extent; prepare construction plans, specifications, and cost estimates; and assist in pre-bid phase and pre-construction phase services. The fee for these services is lumps sum price of \$42,000. All bid and construction phase services will be completed on a time and material basis, in an amount not to exceed \$15,000. All of these costs may be funded through Hotel Occupancy Tax proceeds.

Fiscal/Budgetary Impact:

\$57,000 for all services

Approval is recommended.



Formerly Klotz Associates

1160 Dairy Ashford, Suite 500, Houston, Texas 77079
T 281 589 7257 W rpsgroup.com/usa

June 18, 2018

Mr. James J. Stokes
City Manager, City of Deer Park
710 E. San Augustine
Deer Park, Texas 77536

Re: Proposal for Historic Bridge Removal on Battleground Golf Course in Deer Park

Dear Mr. Stokes:

RPS Infrastructure, Inc. is pleased to present this proposal to provide assistance to remove the Historic Bridge on Battleground Golf Course in Deer Park. In 2012 Klotz Associates, Inc. developed bridge retrofit plans that replaced the deck and rail of the Historic Bridge. The remaining truss members of the original bridge are now fully supported by the bridge constructed in 2012. Since the new construction the original truss members have continued to deteriorate and now require significant structural repair to maintain the structure as outlined in the City's Acquisition Agreement with Coryell County.

Our understandings of the City of Deer Park's goals are listed below:

1. Take photographic inventory of each truss member through a series of site visits that will be limited to no more than three (3).
2. Determine the level of deterioration of each truss member and categorize as:
 - a. Minor – No repair required
 - b. Moderate – Member requires repair
 - c. Severe – Member requires replacement
3. Provide construction procedures and materials that will abide by the "in-kind" repair methods and maintain the original appearance of the structure as close as reasonably possible.
4. Prepare and submit construction plans, specifications, and cost estimate to the City.
5. Assist the City in pre-bid phase and provide construction phase services.

SCOPE OF BASIC SERVICES

The proposed engineering services to assist the City of Deer Park to repair the Historic Bridge truss members is a lump sum fee of \$42,000, and can be completed within ninety (90) days after notice to proceed.



Mr. James J. Stokes

June 18, 2018

Page 2 of 4

Project Coordination & Management

RPS Infrastructure, Inc. will meet with the City of Deer Park to initiate the project, presumably at a Public Hearing. We will be available to meet face-to-face with the City or via phone conference throughout the duration of the project (as needed) to provide status reports and clarification. The Project Manager will be the primary point of contact for the project and will manage the scope, schedule, budget, progress reporting and invoicing throughout.

Research, Data Collection & Analysis

RPS Infrastructure, Inc. will travel to the historic bridge on Battleground Golf Course and take photographic inventory of each truss member. The number of site visits will be limited to no more than three (3).

Each truss member will be examined by a structural engineer and determine the level of deterioration. The level of deterioration will be as follows:

- Minor – No repair required
- Moderate – Member requires repair
- Severe – Member requires replacement

All truss members will be tabulated based on the determined level of deterioration with associated photographs. A structural engineer will then determine an appropriate in-kind repair for each member to restore the members as closely as possible to their original condition.

PS&E Documents

RPS Infrastructure, Inc. will prepare and submit construction plans, specifications, and cost estimate to the City for the proposed repair of the Pratt truss members. Upon approval RPS will prepare and submit bid documents for construction letting.

A structural engineer will oversee the development of construction plans to ensure the in-kind repair methods will be used when detailing construction methods and materials for each truss member. Each truss member will be highlighted and have an associated repair option. Truss members that do not require repair will not be highlighted within the construction plans to reduce complexity.

Quality Control & Quality Assurance

As part of our quality control procedures, we will review reports and estimates for clarity and completeness and ensure that appropriate quality control procedures were followed. We have the benefit of being able to provide oversight and review as mentioned above by experienced engineers.



Mr. James J. Stokes

June 18, 2018

Page 3 of 4

Expenses

The fee for Basic Services includes all expenses incurred during the performance of the above scope and include travel expenses, reproduction of the report for review and final submittals, and rental or purchase of OSHA required inspection safety equipment.

FEE PROPOSAL

The engineering fee to complete these tasks will be on a lump sum basis and is based on the following breakdown:

Project Coordination & Management	\$2,000
Research, Data Collection & Analysis	\$10,000
PS&E Documents	\$27,500
Quality Control & Quality Assurance	\$2,000
Project Expenses	\$500
Grand Total:	<u>\$42,000</u>

BID & CONSTRUCTION PHASE SERVICES

Upon final submittal of the PS&E documents the engineer will assist the City of Deer Park through the bid and construction of the project. All work associated with construction phase services will be performed in a timely manner such that the bidding and construction phase schedule is not impacted. All Bid and Construction Phase services will be paid on a time and material basis, in an amount Not-To-Exceed \$15,000.

Pre-Bid Phase

RPS Infrastructure, Inc. will provide services to assist the City during the pre-bid phase that include Addendums to bid documents, providing answers to contractor questions, and attending a mandatory pre-bid meeting. Additionally, we will attend and participate in a pre-construction meeting and distribute meeting minutes.



Formerly Klotz Associates

Mr. James J. Stokes

June 18, 2018

Page 4 of 4

General Construction Management

As part of construction phase services, we will:

- Periodically observe the construction to verify work complies with contract, drawings and specifications
- Check compliance with approved submittals
- Review and count materials as required
- Inform the City of Deer Park of any major construction issues and facilitate resolution

Request for Information (RFI's)

RPS Infrastructure, Inc. will provide and submit responses to RFI's, and provide drawing revisions as necessary.

As-Built

We recommend the contractor keep As-Built drawings throughout construction that will be submitted to the Texas Historic Committee as part of the bridge's historic inventory. We will review the contractor's plan set at the project's completion.

ADDITIONAL SERVICES

Additional services, if needed, will be considered outside of the scope of the estimated fee. RPS Infrastructure, Inc. will perform additional services based on payroll costs of salaries and wages times a factor for general overhead and profit of 2.5. Reimbursable expenses will be charged at Engineer's cost plus 15%. The Additional Services may include additional inspection, study, or analysis not included in Basic Services scope.

If you have any questions, please contact Jonathan Griffin, P.E. at (281) 589-7257.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Griffin", with a stylized flourish at the end.

Jonathan Griffin, PE
Project Manager

JG:kn

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of July 10, 2018 ("Effective Date") between The City of Deer Park ("Owner") and RPS Infrastructure, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Historic Bridge Removal on Battleground Golf Course ("Project").

Engineer's services under this Agreement are generally identified as follows: "Services"

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: 90 days. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Owner shall pay Engineer for Services as follows:

1. Per Attachment "A" the engineering services to assist the City of Deer Park to repair the Historic Bridge Truss members is a lump sum fee of \$42,000. All Bid and Construction Phase services will be paid on a time and material basis, in the amount Not-To-Exceed \$15,000.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this

Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions,

Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project

affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Deer Park

Engineer:

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: _____
Print name: _____
Title: _____
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: _____

Address for Owner's receipt of notices:
710 E. San Augustine
Deer Park, TX 77536

Address for Engineer's receipt of notices:

ATTACHMENT "A"



Formerly Klotz Associates

1160 Dairy Ashford, Suite 500, Houston, Texas 77079
T 281 589 7257 W rpsgroup.com/usa

June 18, 2018

Mr. James J. Stokes
City Manager, City of Deer Park
710 E. San Augustine
Deer Park, Texas 77536

Re: Proposal for Historic Bridge Removal on Battleground Golf Course in Deer Park

Dear Mr. Stokes:

RPS Infrastructure, Inc. is pleased to present this proposal to provide assistance to remove the Historic Bridge on Battleground Golf Course in Deer Park. In 2012 Klotz Associates, Inc. developed bridge retrofit plans that replaced the deck and rail of the Historic Bridge. The remaining truss members of the original bridge are now fully supported by the bridge constructed in 2012. Since the new construction the original truss members have continued to deteriorate and now require significant structural repair to maintain the structure as outlined in the City's Acquisition Agreement with Coryell County.

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1. Take photographic inventory of each truss member through a series of site visits that will be limited to no more than three (3).
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4. Prepare and submit construction plans, specifications, and cost estimate to the City.
5. Assist the City in pre-bid phase and provide construction phase services.

SCOPE OF BASIC SERVICES

The proposed engineering services to assist the City of Deer Park to repair the Historic Bridge truss members is a lump sum fee of \$42,000, and can be completed within ninety (90) days after notice to proceed.



Mr. James J. Stokes
June 18, 2018
Page 2 of 4

Project Coordination & Management

RPS Infrastructure, Inc. will meet with the City of Deer Park to initiate the project, presumably at a Public Hearing. We will be available to meet face-to-face with the City or via phone conference throughout the duration of the project (as needed) to provide status reports and clarification. The Project Manager will be the primary point of contact for the project and will manage the scope, schedule, budget, progress reporting and invoicing throughout.

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As part of our quality control procedures, we will review reports and estimates for clarity and completeness and ensure that appropriate quality control procedures were followed. We have the benefit of being able to provide oversight and review as mentioned above by experienced engineers.



Formerly Klotz Associates

Mr. James J. Stokes
June 18, 2018
Page 3 of 4

Expenses

The fee for Basic Services includes all expenses incurred during the performance of the above scope and include travel expenses, reproduction of the report for review and final submittals, and rental or purchase of OSHA required inspection safety equipment.

FEE PROPOSAL

The engineering fee to complete these tasks will be on a lump sum basis and is based on the following breakdown:

Project Coordination & Management	\$2,000
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BID & CONSTRUCTION PHASE SERVICES

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Mr. James J. Stokes
June 18, 2018
Page 4 of 4

General Construction Management

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- Periodically observe the construction to verify work complies with contract, drawings and specifications
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- Inform the City of Deer Park of any major construction issues and facilitate resolution

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We recommend the contractor keep As-Built drawings throughout construction that will be submitted to the Texas Historic Committee as part of the bridge's historic inventory. We will review the contractor's plan set at the project's completion.

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If you have any questions, please contact Jonathan Griffin, P.E. at (281) 589-7257.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Griffin", with a stylized flourish at the end.

Jonathan Griffin, PE
Project Manager

JG:kn



Legislation Details (With Text)

File #: PUR 18-019 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 6/25/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Consideration of and action on to purchase a shade structure for Adult Complex.
Sponsors:
Indexes:
Code sections:
Attachments: [8092](#)
[RAM-20X44](#)
[125605R0Spec](#)

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Consideration of and action on to purchase a shade structure for Adult Complex.

A shade structure was presented in the 2013 - 2023 Parks & Recreation Master Plan for the Bayou Bend Park. Since that time there was a demand for access to outdoor restrooms. The Department felt it was necessary to budget and purchase nice outdoor structures. The location for the proposed pavilion was to be placed where we have installed the new outdoor structures therefore due to limited space at the Bayou Bend Park area we are wanting to move the pavilion structure to the adult softball complex to provide more shade for the athletes and it will be located away from the road between the north fields.

\$53,958.50 budgeted in 90-410-4903

Approve to purchase a shade structure for Adult Complex.



4003 Briar Lane
Magnolia, TX 77354

Local: 281-356-2110
Fax: 281-356-1802

Texas: 800-392-6158
Email: kevin@bjspark.com

ORDER FORM

Jacob Zuniga
City of Deer Park PARD
P.O. Box 700
Deer Park, TX 77536-0700

June 15, 2018

BJ's Quote #: 8092

Poligon Ref.: 125605

Project Name:

<i>Quantity</i>	<i>Description</i>	<i>Each</i>	<i>Total</i>
1	RAM 20x44 MR H9	\$27,630.00	\$ 27,630.00
1	Installation w/20x44 grade beam slab	\$24,510.00	\$ 24,510.00

Roof Pitch: 4:12
Roof Design: Hip
Base Type: Pinned

Design Criteria: IBC 2012, 5 psf ground load, 140 mph wind load @ 3 sec. Gust

Anchor Bolts *included*

Frame Finish	Poli-5000	<i>Color:</i>	<i>included</i>
	Hot Dipped Galvanized		<i>n/a</i>
	HDG/Powder Coat	<i>Color:</i>	<i>n/a</i>
	Ecoat/Powder Coat	<i>Color:</i>	<i>n/a</i>

Roof Deck	Tongue & Groove		<i>n/a</i>
	Stain	<i>Color:</i>	<i>n/a</i>
	SIP		<i>n/a</i>

Roof Material	MR: Multi-Rib	<i>Color:</i>	<i>included</i>
	SS: Standing Seam	<i>Color:</i>	<i>n/a</i>
	MG: Mega Rib	<i>Color:</i>	<i>n/a</i>

Cupola		<i>Color:</i>	<i>n/a</i>
---------------	--	---------------	------------

Ornamentation	<i>Style:</i>		
	Railing	<i>Sides:</i>	<i>n/a</i>
	Overhead	<i>Sides:</i>	<i>n/a</i>
	Upper	<i>Sides:</i>	<i>n/a</i>
	Poli-5000	<i>Color:</i>	<i>n/a</i>

Electrical Access			<i>n/a</i>
	<i>Outlet Holes: 0</i>		<i>n/a</i>

		<i>Sub-total</i>	\$	52,140.00
Drawings	Sealed for Texas (4) Sets / (2) Calcs		\$	1,000.00
	Foundation Engineering included	<i>Freight</i>	\$	2,200.00
		<i>Sub Total</i>	\$	55,340.00
		<i>Discount</i>	\$	(1,381.50)
		Grand Total	\$	53,958.50

BuyBoard Discount 512-16 -5.00%

Ship to Locations:**Building:** _____ **Anchor Bolts:** _____

Submittals: _____ **Touch Up Paint:** _____

Submittal Approval Required: Yes ☐ No ☐**Approximate Lead Time After Approved Submittals:**

Standard Structure 6-8 Weeks

Custom Structure 8-10 Weeks

Delivery Information:

Requested Delivery Date: _____

Special Considerations: _____

Person Responsible for Unloading Truck: _____

Phone Number: _____

Backup Contact: _____

Phone Number: _____

Important Note: The contact person listed will be notified a few days prior to the order being shipped. That person will also be notified by the driver 24 hours prior to delivery. The contact person will have (2) hours to unload or a charge of \$75.00 per hour may be billed to your account. The person responsible for unloading must have a forklift or other suitable equipment to off-load ready on site prior to the trucks arrival. Due to liability concerns, hand unloading is not allowed.

Warranty Information:

Owner: _____ _____ _____ _____	Phone: _____ Fax: _____ Email: _____ _____
Architect: _____ _____ _____ _____	Phone: _____ Fax: _____ Email: _____ _____
Contractor: _____ _____ _____ _____	Phone: _____ Fax: _____ Email: _____ _____

Warranty: PorterCorp, Inc. standard warranty shall apply

Terms:	Governmental Agencies:	Net 30 days (does not apply to general contractors)
	General Contractors:	Bonded projects are net 30 days with approved credit and qualified bonding company rating. No retainages will be allowed. Accounts over 45 days are subject to lien, general contractor is responsible for all attorney's fees and court costs incurred for collection. Unbonded projects will require a 25% deposit to enter the order, balance is due prior to delivery or COD cashier's check.
	Private:	25% deposit, balance is due prior to delivery or COD cashier's check.

By signing this order form I, the undersigned, agree to the contents and conditions within.

We appreciate the opportunity,



Kevin Hanes
President

Printed _____
Date _____

Poligon Product Specification Form

PROJECT NAME:

PROJECT LOCATION:

CUSTOMER NAME:

E-MAIL:

COMPANY:

ADDRESS:

ADDRESS 2:

CITY:

STATE:ZIP:

PHONE:FAX:

WIND LOAD:SNOW LOAD:

SEISMIC DESIGN:BLDG CODE:

by **PORTERCORP**
PORTERCORP, 4240 N. 136th AVE, HOLLAND, MI 49424
www.poligon.com 800-354-7721

Shelter Options

SELECT APPLICABLE ROOF TYPE:

- ☐ MR (Metal Roof)
- ☐ SPMR (Structural Panel under Metal Roof)
- ☐ TGMR (Tongue & Groove under Metal Roof)
- ☐ SS (Standing Seam Roof)
- ☐ SPSS (Structural Panel under Standing Seam)
- ☐ TGSS (Tongue & Groove under Standing Seam)
- ☐ SPAS (Structural Panel under Asphalt Shingles)
- ☐ SPCS (Structural Panel under Cedar Shingles)
- ☐ SPCH (Structural Panel under Milled Cedar Shingles)
- ☐ TGAS (Tongue & Groove under Asphalt Shingles)
- ☐ TGCS (Tongue & Groove under Cedar Shingles)
- ☐ TGCH (Tongue & Groove under Milled Cedar Shingles)
- ☐ LATIA (Santa Fe metal stick style)
- ☐ TRELLIS

SELECT MODIFICATIONS TO A STANDARD:

- ☐ INCREASE UPB HEIGHT:
- ☐ ADD ELECTRICAL CUTOUTS:
- ☐ ADD CUPOLA:
- ☐ ADD ORNAMENTATION:
- ☐ ADD BENCHES:
- ☐ ADD HANDRAILS:

SELECT CUSTOMIZATION:

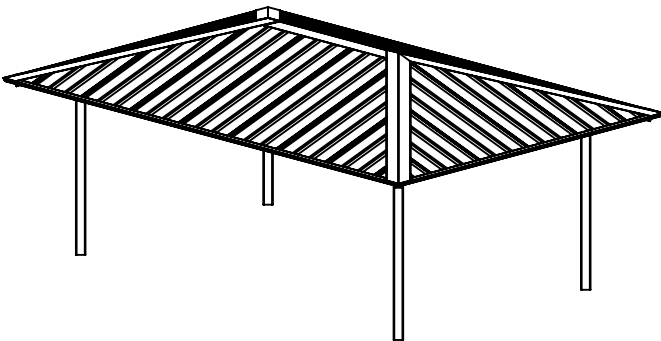
- ☐ INCREASE UPB MORE THAN 2':
- ☐ CUSTOM COLUMNS:
- ☐ CUSTOM PITCH:
- ☐ ADD E-COATING FRAME:
- ☐ ADD GALVANIZING FRAME:

FRAME COLOR:

ROOF COLOR:

Sheet Index

COVER SHEET / ORDER FORM
ELEVATION VIEWS
STRUCTURAL FRAME
ANCHOR LAYOUT



Rectangle Standard Sizes

BIN	W	L	BAY SIZE
RAM	8	12	10
RAM	8	20	18
RAM	8	28	26
RAM	12	18	16
RAM	12	22	20
RAM	12	32	30
RAM	12	42	20
RAM	16	24	20
RAM	16	34	30
RAM	16	44	20
RAM	16	64	20

BIN	W	L	BAY SIZE
RAM	20	24	20
RAM	20	34	30
RAM	20	44	20
RAM	20	64	20
RAM	24	34	30
RAM	24	44	20
RAM	24	64	20
RAM	24	84	20
RAM	24	104	20
RAM	30	34	30
RAM	30	44	20

BIN	W	L	BAY SIZE
RAM	30	64	20
RAM	30	84	20
RAM	30	104	20
RAM	40	44	20
RAM	40	64	20
RAM	40	84	20
RAM	40	104	20
RAM	50	64	20
RAM	50	70	20
RAM	50	90	20
RAM	50	110	20

Refer to www.poligon.com download area for:

- FOOTING AND ANCHOR INFORMATION
- COLUMN STYLE OPTIONS
- CUPOLA OPTIONS
- ORNAMENTATION STYLE OPTIONS
- INTEGRATED BENCH OPTIONS
- MISCELLANEOUS OPTIONS
- COLOR CHARTS

PORTERCORP MANUFACTURES AND DELIVERS PRODUCT IN STRICT COMPLIANCE TO GOVERNING BUILDING CODES.

SHELTER MODEL:

RAMADA
RAM

SCALE: 1:100	REV LEVEL: A	DATE: 1/10/2011
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Designs and calculations of Poligon buildings are protected under copyright laws and patents and may not be used in the construction or design of a building that is not supplied by Poligon.

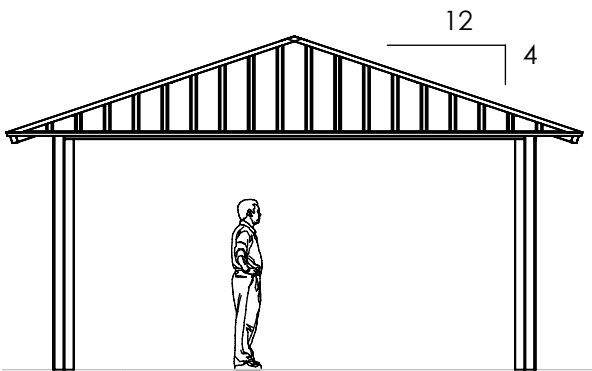
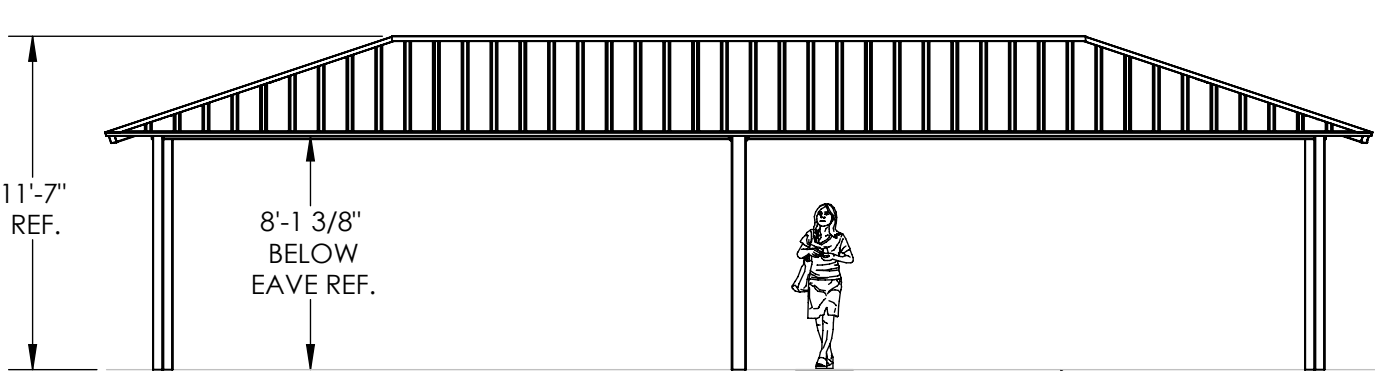
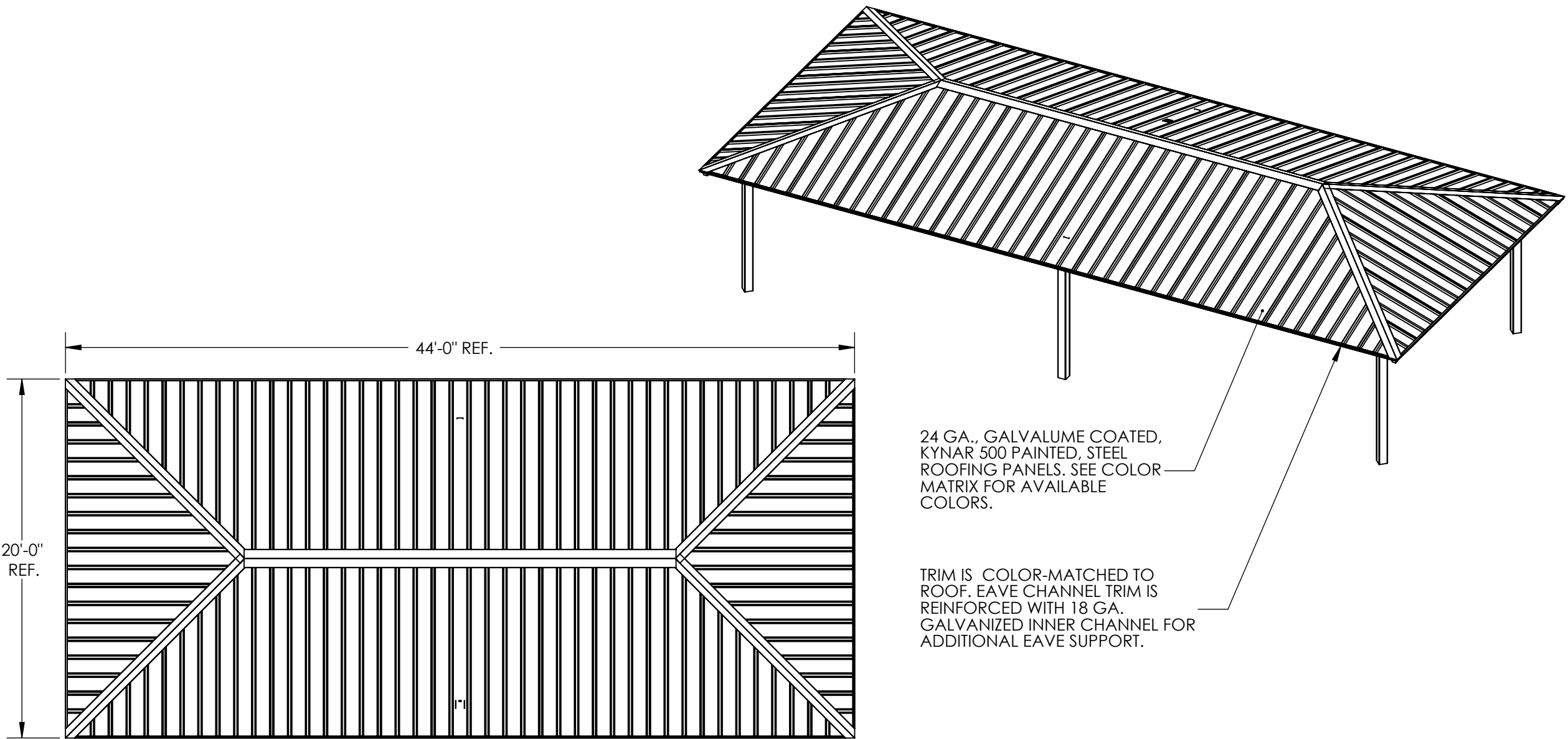
by **PORTERCORP**
PORTERCORP, 4240 N. 136th AVE, HOLLAND, MI 49424
www.poligon.com 800-354-7721

SHEET
COVER SHEET

NOTE: THIS IS A
PLANNING LEVEL DRAWING.
THE STRUCTURE SHOWN IS SUBJECT TO ON-GOING DESIGN REVIEW AND UPDATE. EXPECT SOME CHANGES TO MATERIAL SIZES AND GENERAL DIMENSIONS. ONLY USE DRAWINGS PROVIDED WITH ENGINEERED STRUCTURES FOR CONSTRUCTION.

- SEE FINISHES / ROOFING PAGE FOR:
- FRAME FINISH OPTIONS
 - POWDER COAT AND ROOFING COLOR SELECTION
 - TONGUE & GROOVE, STRUCTURAL INSULATED PANEL AND METAL ROOF OPTIONS
 - OTHER ROOFING OPTIONS
- SEE ORNAMENTATION PAGE FOR:
- ORNAMENTATION PATTERNS
 - RAILING PATTERNS
 - COLUMN OPTIONS
 - CUPOLA OPTIONS

THIS SHELTER PROVIDES 880 SQ. FT. OF SHADE.

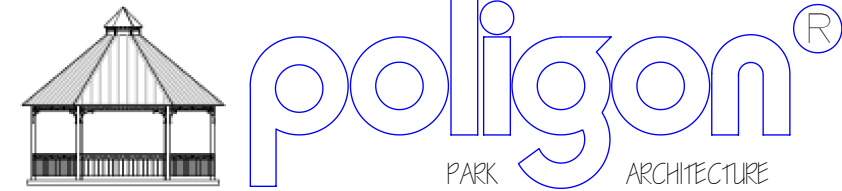


FINISH GRADE

24' AND 34' (20' AND 30' BAY LENGTHS) ARE STANDARD SHELTER LENGTHS FOR SINGLE BAY UNITS. 20' IS THE STANDARD BAY LENGTH FOR MULTIPLE BAY INSTALLATIONS. CUSTOM SHELTER LENGTHS TO SUIT SITE AND USE REQUIREMENTS ARE ALSO AVAILABLE.

SHELTER MODEL:
RAMADA 20X44
RAM-20X44

SCALE: 1:80	REV LEVEL: A	DATE: 2/10/2011
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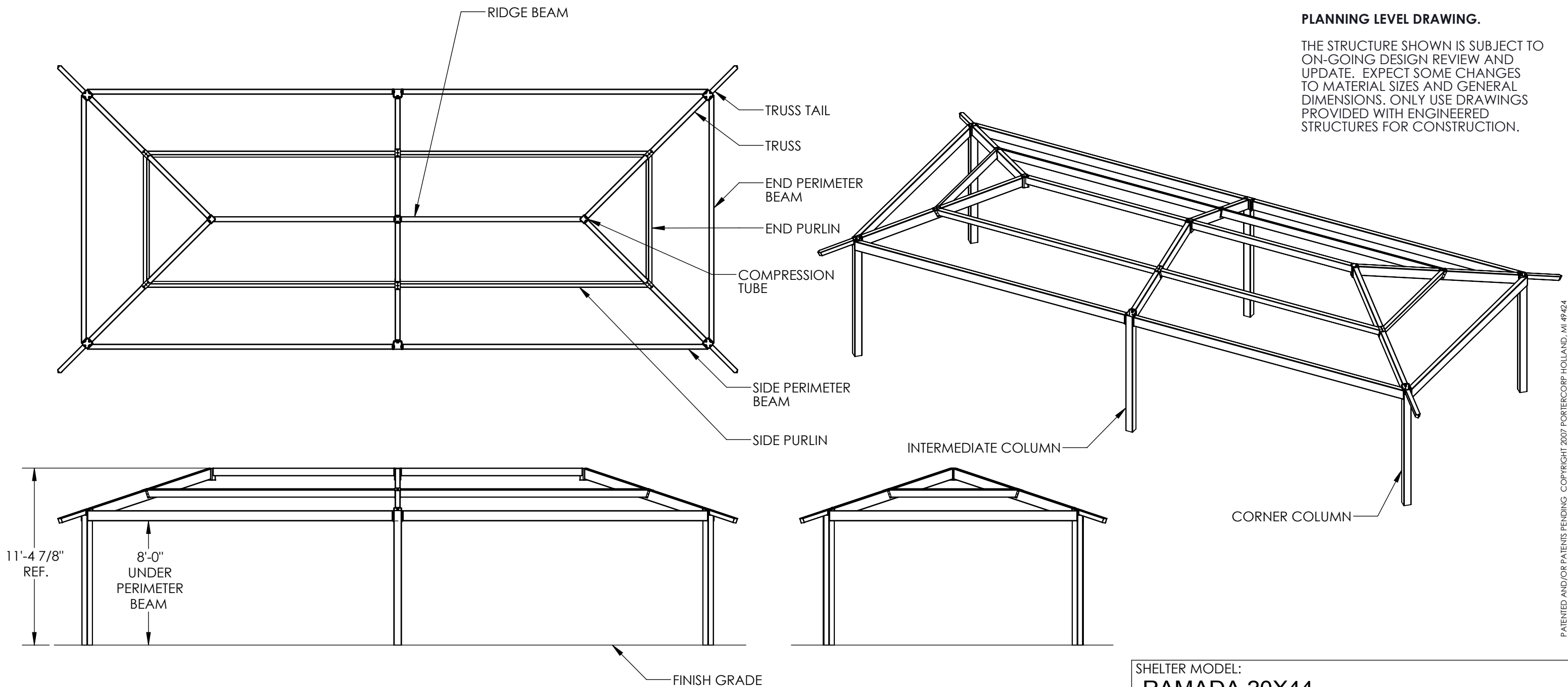
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ELEVATION VIEWS

NOTE: THIS IS A
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RAMS ARE AVAILABLE IN SINGLE OR MULTIPLE BAY LENGTHS.

RAM 20 MATRIX	
• 20X24	20' SINGLE BAY
• 20X34	30' SINGLE BAY
• 20X44	20' MULTIPLE BAYS
• 20X64	20' MULTIPLE BAYS

FRAME AND ORNAMENTATION FINISH:

MEMBERS SHOT BLASTED TO NEAR WHITE CONDITION (SSPC SP-10), WASHED AND SEALED IN A PHOSPHATE SPRAY, COATED WITH A SPECIAL EPOXY PRIMER POWDER COAT BASE, COATED WITH A SUPER DURABLE TGIC POLYESTER POWDER AND OVEN CURED.



PORTERCORP HAS EARNED A **PCI-4000 CERTIFICATION** FROM THE GLOBALLY RECOGNIZED POWDER COATING INSTITUTE (PCI). PCI-4000 IS A QUALITY MANAGEMENT STANDARD AND CERTIFICATION SET. AS A CERTIFIED COATER, THIS PROGRAM MAKES PORTERCORP A LEADER IN THE INDUSTRY.

SEE COLOR MATRIX FOR AVAILABLE COLORS.

OPTIONAL UNDERCOAT:
EPOXY E-COAT SYSTEM, USING FULL IMMERSION ELECTRO-DEPOSITION PROCESS.

SHELTER MODEL:
RAMADA 20X44
RAM-20X44

SCALE:	1:75	REV LEVEL:	A	DATE:	2/10/2011
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poligon[®]
PARK ARCHITECTURE

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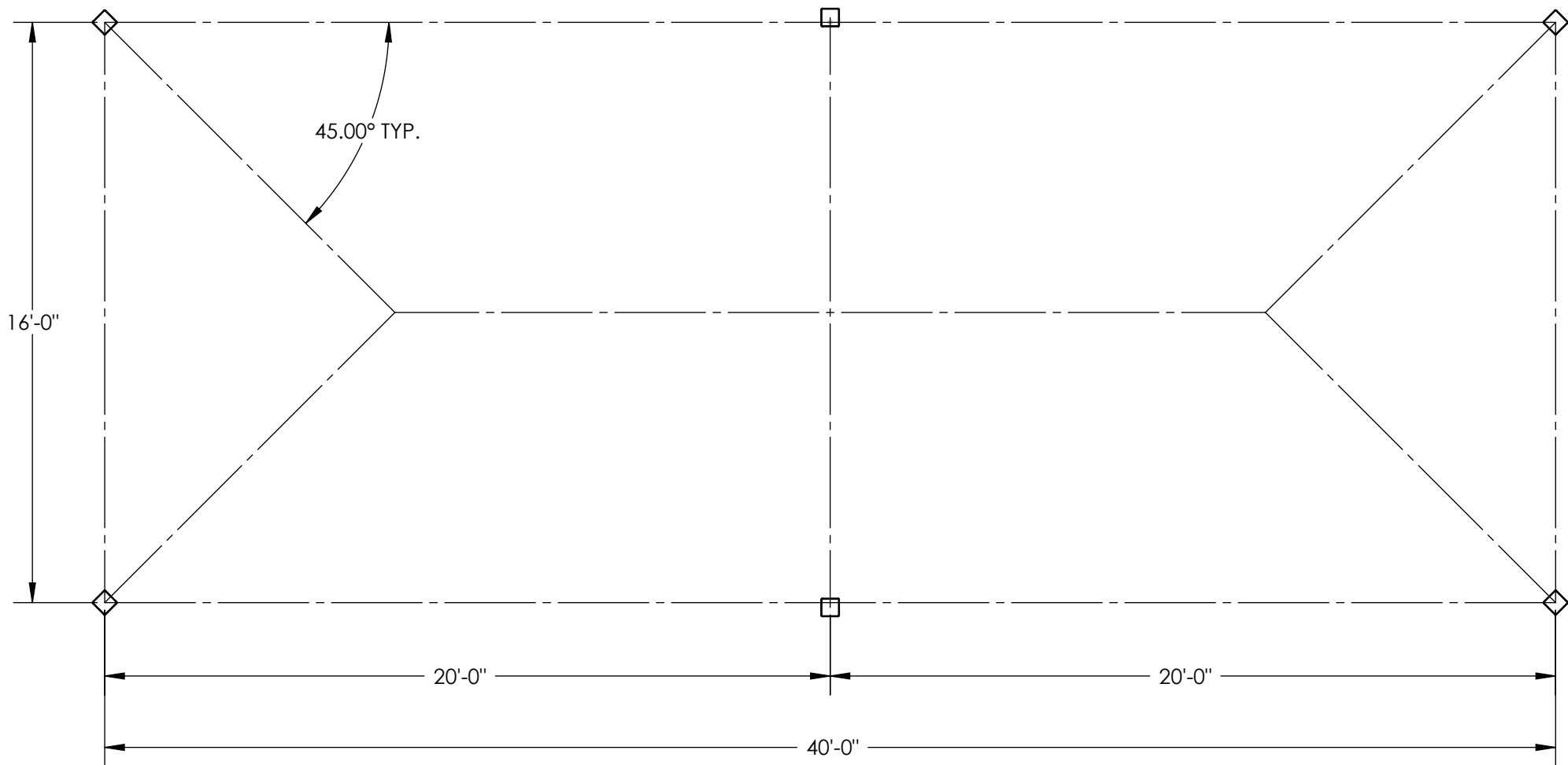
SHEET
FRAME VIEWS

NOTE: THIS IS A
PLANNING LEVEL DRAWING.
THE STRUCTURE SHOWN IS SUBJECT TO ON-GOING DESIGN REVIEW AND UPDATE. EXPECT SOME CHANGES TO MATERIAL SIZES AND GENERAL DIMENSIONS. ONLY USE DRAWINGS PROVIDED WITH ENGINEERED STRUCTURES FOR CONSTRUCTION.

REFER TO ANCHOR AND FOOTING DOWNLOAD SHEETS FOR GENERAL INFORMATION ON BOTH ANCHOR ATTACHMENT AND TYPICAL FOOTING TYPES. ANCHOR ATTACHMENT AND FOOTING DESIGNS ARE SITE AND SITUATION SPECIFIC AND ARE INTEGRAL TO THE FINAL SHELTER DESIGN.

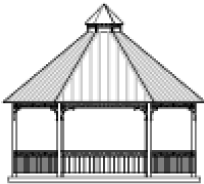
DO NOT POUR FOOTING OR INSTALL ANCHOR BOLTS WITHOUT JOB SPECIFIC ANCHOR AND FOOTING DESIGN DRAWINGS.

ALL POLIGON COLUMN ANCHORING SYSTEMS ARE OSHA COMPLIANT.



SHELTER MODEL:
RAMADA 20X44
RAM-20X44

SCALE: 1:50	REV LEVEL: A	DATE: 2/10/2011
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PARK ARCHITECTURE

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by **PORTERCORP**

PORTERCORP, 4240 N. 136th AVE, HOLLAND, MI 49424
www.poligon.com 800-354-7721

SHEET
COLUMN LAYOUT

Copyright laws protect the style and visual appearance of the structure while patents may protect other parts of the design.

PATENTED AND/OR PATENTS PENDING COPYRIGHT 2007 PORTERCORP HOLLAND, MI 49424

Product Guide Specification

DIVISION 107300 SPECIALTIES MANUFACTURERS OF PROTECTIVE COVERS

PART 1 - GENERAL

[reference CSI 2004 MasterFormat™ Division 10
(Specialties Manufacturers) category 7300 (Protective Covers)]

1.1 DESCRIPTION OF PRODUCT

- A. **RAM 20x44 (Rectangular Hip) with Multi-Rib Metal Roof "R" Panel.**
- B. **ROOF SLOPE: 4/12.**
- C. **Minimum Clearance Height (MCH): 9.0 in ft.** Minimum clearance height under the structure indicates the lowest height of a member from finish grade for clearance under the structure. This is generally the clearance under roof eave or frame, whichever is lower.

1.2 REFERENCES

- A. **REFERENCE STANDARDS:**
 - 1. AISC - American Institute of Steel Construction Manual of Steel Construction.
 - 2. ASTM - American Society for Testing and Materials.
 - 3. AWS - American Welding Society.
 - 4. LEED - Leadership in Energy and Environmental Design.
 - 5. OSHA - Occupational Safety and Health Administration Steel Erection Standard 29 CFR 1926 Subpart R-Steel Erection.
 - 6. PCI - Powder Coating Institute.
 - 7. SSPC - The Society for Protective Coatings.

1.3 SUBMITTALS

- A. Submit 4 sets of submittal drawings and 2 sets of calc books, both signed and sealed by a Professional Engineer licensed in the State of TX.
- B. **PRODUCT DESIGN REQUIREMENTS:**

The building shall meet the following design requirements as shown on the drawings:

 - 1. Building Code: **IBC 2012.**
 - 2. Ground Snow Load (Pg): **5.**
 - 3. Basic Wind Speed (V): **140.**
 - 4. Seismic Design: See drawings.

C. SUBMITTAL REQUIREMENTS:

Calculations and Submittal drawings shall include, at a minimum:

1. Calculations:
 - a. References to building codes and design manuals used for calculations.
 - b. Identification of lateral force resisting system.
 - c. Formulas used for determining snow, wind, and seismic loads to specific project location.
 - d. Three dimensional modeling input, model geometry, and analysis results.
 - e. Member design results and controlling load combinations.
 - f. Connection design for structural bolts, welds, plate thicknesses, and anchorage to the foundation.
 - g. Foundation designs shall include the required combinations of gravity and lateral loads.
2. Submittal Drawings:
 - a. Anchor bolt layout.
 - b. Foundation design.
 - c. Three dimensional views of frame.
 - d. Member sizes and locations.
 - e. Structural connection details, including bolt sizes and plate thicknesses.
 - f. Roof trim and connection details for installation clarity.

D. FOUNDATION DESIGN:

1. The shelter shall be set on foundations designed by manufacturer.
2. Foundation materials shall be provided by contractor.
3. Owner shall provide manufacturer with complete information about the site including soil bearing capacity and lateral load capacity.
4. If soil data are not provided, foundations will be designed to the minimum values identified in the governing building code.

E. ANCHOR BOLTS:

Anchor bolts shall be provided by manufacturer.

F. LEED SUBMITTALS:

LEED MR Credit 4.0: Material and Resources, Recycled Content.

1.4 QUALITY ASSURANCE

A. MANUFACTURER QUALIFICATIONS:

1. Minimum of (10) years in the shelter construction industry.
2. Full time on-staff Licensed Engineer.
3. Full time on-staff AWS Certified Associate Welding Inspector.
4. Full time on-staff Quality Assurance Manager.
5. Full time on-staff LEED AP.
6. All welders AWS Certified.
7. Manufacturer owned and controlled finishing system to include shot blast, pretreatment, primer, and top coat.
8. Published Quality Management System.
9. Annual audit of Quality System and Plant Processes by Third Party Agency.
10. Annual audit of powder coat finish system by Third Party Agency (PCI).

B. MANUFACTURER'S CERTIFICATONS:

1. PCI 4000 S Certified, Certification thru Powder Coating Institute for original equipment manufacturers (OEMs) to evaluate process on entire finish system to add powder coat over steel.
2. City of Los Angeles, CA Approved Fabricator Type I Steel.
3. Clark County, NV Approved Fabricator steel.
4. City of Houston, TX Approved Fabricator Structural Steel and Structural Insulated Panels.
5. Miami Dade County Certificate of Competency for Structural Steel and Miscellaneous Metal Products and Assemblies.
6. State of Utah Approved Fabricator for Medium and High Strength Steel.
7. City of Riverside, CA Approved Fabricator Type I Steel.
8. City of Phoenix, AZ Approved Steel Fabricator.

1.5 FIELD OR SITE CONDITIONS

- A. Foundations shall be at the same elevation unless specifically noted otherwise on the drawings.

1.6 MANUFACTURER WARRANTY

- A. Shelter must have a (10) year limited warranty on steel frame members.
- B. Shelter must have a (10) year limited warranty on paint system.
- C. Pass through warranty of Metal Roof manufacturer shall be provided upon request.

PART 2 - PRODUCTS

2.1 SHELTER SYSTEM AND MATERIALS

A. MANUFACTURERS:

1. Acceptable Manufacturer: Poligon, a Product of Porter Corp, 4240 N 136th Ave., Holland, MI, 49424; 616.888.3500; E-mail: info@poligon.com; www.poligon.com. Receive pricing from Kevin Hanes at BJ's Park & Recreation Products, 4003 Briar Lane, MAGNOLIA, TX 77355, Phone 281-356-2110, Fax 281-356-1802, Email kevin@bjspark.com.
2. The product shall be designed, produced, and finished at a facility operated and directly supervised by the supplier who has a minimum of (10) years in the business of making pre-manufactured shelters.

B. SUBSTITUTION LIMITATIONS:

1. Substitutions must be approved a minimum of (10) days before bid. All approved manufacturers shall be notified in writing before the bid date and shall not be allowed to bid without written notification.
2. Alternate suppliers must meet the qualifications and provide proof of certifications listed under Section 1.4 QUALITY ASSURANCE.
3. Alternate suppliers must provide an equivalent paint system to Poligon's Poli-5000 listed under Section 2.1 C. 8. FINISHES.
4. Staff members' cumulative experience in fabrication will not be an acceptable alternative for manufacturer's experience in the shelter construction industry.

C. PRODUCT REQUIREMENTS AND MATERIALS:

1. GENERAL:

The pre-engineered package shall be pre-cut unless otherwise noted and prefabricated which will include all parts necessary to field construct the shelter. The shelter shall be shipped knocked down to minimize shipping expenses. Field labor will be kept to a minimum by pre-manufactured parts. Onsite welding is not necessary.

2. REINFORCED CONCRETE:

- a. Concrete shall have minimum 28-day compressive strength of 3,000 psi and slump of 4" (+/- 1"), unless otherwise noted on the drawings.
- b. Reinforcing shall be ASTM A615, grade 60.

3. STEEL COLUMNS:

- a. Hollow structural steel tube minimum ASTM A500 grade B with a minimum wall thickness of 3/16".
- b. Unless columns are direct buried, columns shall be anchored directly to concrete foundation with a minimum of four anchor rods to meet OSHA requirement 1926.755(a)(1).

4. STRUCTURAL FRAMING:

Hollow Structural Steel tube minimum ASTM A500 grade B, "I" beams, tapered columns or open channels shall not be accepted for primary beams. Frame will have a **STANDARD POLI-5000** finish. Color chosen from manufacturer's standard color chart: **TBD**.

5. COMPRESSION MEMBERS:

Compression Rings of structural channel or welded plate minimum ASTM A36 or compression tubes of structural steel tube minimum ASTM A500 grade B shall only be used.

6. CONNECTION REQUIREMENTS:

- a. Anchor bolts shall be ASTM F1554 (Grade 36) unless otherwise noted.
- b. Structural fasteners shall be zinc plated ASTM A325 high strength bolts and A563 high strength nuts.
- c. Structural fasteners shall be hidden within framing members wherever possible.
- d. No field welding shall be required to construct the shelter.
- e. All welds shall be free of burrs and inconsistencies.
- f. Exposed fasteners shall be powder coated by manufacturer prior to shipment to match frame or roof colors as applicable.
- g. Manufacturer shall provide extra structural and roofing fasteners.

7. ROOFING MATERIALS:

a. PRIMARY ROOF DECK OF "R" PANEL METAL ROOFING (MR):

- 1) Roofing shall be 24 gauge ribbed galvalume steel sheets, with ribs 1 3/16" high and 12" on center.
- 2) Roof surface shall be painted with Kynar 500 to the manufacturer's standard color: **TBD**. Ceiling surface shall be a "wash coat" primer.
- 3) Roof panels shall be factory precut to size and angled to provide ease of one-step installation.
- 4) Metal roofing trim shall match the color of the roof and shall be factory made of 26 gauge Kynar 500 painted steel.
- 5) Trim shall include panel ridge caps, hip caps, eave trim, splice channels, rake trim, roof peak cap, and corner trim as applicable for model selected. Trim may need to be cut to length and notched. Installation drawings shall have detailed information on how to cut and affix roof trim.
- 6) Ridge, hip, and valley caps shall be pre-formed with a single central bend to match the roof pitch and shall be hemmed on the sides.

- 7) Roof peak cap shall be pre-manufactured.
- 8) Manufacturer shall supply painted screws and butyl tape.
8. FINISHES:
 - a. STANDARD POLI-5000 FINISH:
 - 1) Steel shall be cleaned, pretreated and finished at a facility owned and directly supervised by the manufacturer.
 - 2) Steel shall be shot blasted to SSPC-SP10 near-white blast cleaning. SSPC-SP2 hand tool cleaning will not be an acceptable alternative.
 - 3) Parts shall be pretreated in a 3 stage iron phosphate or equal washer.
 - 4) Epoxy primer powder coat shall be applied to parts for superior corrosion protection.
 - 5) Top coat of Super Durable TGIC powder coat shall be applied over the epoxy primer.
 - 6) Finish shall not have any VOC emissions.
 - 7) Sample production parts shall have been tested and meet the following criteria:
 - a) Salt spray resistance per ASTM B 117/ ASTM D 1654 to 10,000 hours with no creep from scribe line and rating of 10.
 - b) Humidity resistance per ASTM D2247-02 to 5,000 hours with no loss of adhesion or blistering.
 - c) Color/UV resistance per ASTM G154-04 to 2,000 hours exposure, alternate cycles with results of no chalking, 75% color retention, color variation maximum 3.0 E variation CIE formula (before and after 2,000 hours exposure).
 - 8) The manufacturer shall be PCI 4000 S Certified.
 - 9) Exposed fasteners for frame and ornamentation shall be powder coated to match structure.

PART 3 - EXECUTION

3.1 INSTALLERS STORAGE AND HANDLING

- A. Protect building products after arrival at destination from weather, sunlight, and damage.
- B. Installer shall store product elevated to allow air circulation and to not introduce mold, fungi decay or insects to the product.
- C. Product must be handled with protective straps or padded forks if lifting with mechanical equipment. Use of chain or cable to lift product into place will not be accepted and may void manufacturer's warranty.

3.2 ERECTION

- A. INSTALLATION:

Install all components according to manufacturer's installation instructions and these specifications.
- B. GENERAL CONTRACTOR:

Interface with other work is to be coordinated by the customer or the customer's agent. Certain designs have electrical or other plumbing requirements that are not supplied by Polygon.

C. TOLERANCES:

Tolerances on steel structural members are set according to AISC construction practices, abided in the factory, and cannot be increased. No field slotting or opening of holes will be allowed. It is therefore essential that contractors conform to the tolerances specified on the installation drawings for anchor bolt or column layout details.

D. OSHA COMPLIANCE:

OSHA Compliance to Steel Erection Standard 29CRF 1926 Subpart R-Steel Erection.

3.3 REPAIR

- A. Do not attempt any field changes without first contacting Poligon.

3.4 FIELD OR SITE QUALITY CONTROL

- A. Field or Site Tests and Inspections are not required by Poligon but may be required by the customer or by the local building inspector.

END OF SECTION



Legislation Details (With Text)

File #: PUR 18-022 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 7/2/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Consideration of and action on the purchase of real property located at 213 W. Helgra (Tr 147B Deer Park Outlots).
Sponsors:
Indexes:
Code sections:
Attachments: [213 Helgra Contract](#)
[appraisal-213 helgra](#)

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Consideration of and action on the purchase of real property located at 213 W. Helgra (Tr 147B Deer Park Outlots).

Summary:

The City owns all of the property bounded by Center Street, Helgra, and 13th Street in Deer Park, except the property located at 213 W. Helgra, which is owned by Eddie Cope. Mr. Cope has offered to sell the property for the appraised value of \$120,500. Copies of the proposed purchase contract and appraisal are attached.

In addition to the purchase price, the City would be responsible for paying closing costs. After acquisition, the City would contract for demolition of the structure.

Fiscal/Budgetary Impact:

Funds are available in the General Government Contingency (Acct. #10-105-4510) for this expense. The land purchase would be charged to Acct. #10-105-4901. The closing costs and demolition expense would also be paid out of the General Government Contingency (Acct. #10-105-4510).

Approve the purchase of real property located at 213 W. Helgra.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

2-12-18



1. **PARTIES:** The parties to this contract are Eddie Cope (Seller) and City of Deer Park (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** The land, improvements and accessories are collectively referred to as the "Property".
- A. **LAND:** Lot TR 147b Block , Deer Park Outlets Addition, City of Deer Park, County of Harris, Texas, known as 213 Helgra (address/zip code), or as described on attached exhibit.
- B. **IMPROVEMENTS:** The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.
- C. **ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories.
- D. **EXCLUSIONS:** The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: See Special Provisions
- E. **RESERVATIONS:** Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
- A. Cash portion of Sales Price payable by Buyer at closing \$ 120500.00
- B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum \$ 0
- C. Sales Price (Sum of A and B) \$ 120500.00
4. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: Seller has an inactive license
5. **EARNEST MONEY:** Within 3 days after the Effective Date, Buyer must deliver \$ 0 as earnest money to NA (address). Buyer shall deliver additional earnest money of \$ NA to escrow agent within NA days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. **Time is of the essence for this paragraph.**
6. **TITLE POLICY AND SURVEY:**
- A. **TITLE POLICY:** Seller shall furnish to Buyer at ☐ Seller's ☒ Buyer's expense an owner policy of title insurance (Title Policy) issued by American Title Deer Park (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.

Initialed for identification by Buyer _____ and Seller ewc

TREC NO. 20-14

2018-06-28 14:00

>> of Deer Park 1/1

STATUS
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PAGES
1

DURATION
51

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TIME RECEIVED
June 28, 2018 2:10:22 PM CDT

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

- (3) Liens created as part of the financing described in Paragraph 3.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - ☐ (i) will not be amended or deleted from the title policy; or
 - ☐ (ii) will be amended to read, "shortages in area" at the expense of ☒ Buyer ☐ Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- ☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☒ (2) Within 3 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity: NA

Buyer must object the earlier of (i) the Closing Date or (ii) 3 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not

subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee

- obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

- B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):
(Check one box only)

- ☒ (1) Buyer has received the Notice.
- ☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

- ☐ (3) The Seller is not required to furnish the notice under the Texas Property Code.

- C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

- D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: NA

NA
(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

- F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.

- G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

Initialed for Identification by Buyer _____ and Seller ewc _____

TREC NO. 20-14

2018-06-25 13:30

1 P 1 of Deer Park >>
STATUS PAGES 13
RECEIVED 380

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TIME RECEIVED
JUNE 25, 2018 1:36:27 PM CDT

(Address of Property)

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ NA. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before July 20, 2018, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. **POSSESSION:**

A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. Leases:

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

Buyer agreed to pay for Appraisal to Kurt Kinnie for \$400.00.

Buyer will pay all closing costs

Buyer gives the Seller 45 days from closing and funding to remove anything off and out of the property. The property will be unoccupied.

12. **SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
- (b) Seller shall also pay an amount not to exceed \$ NA to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

Initialed for identification by Buyer _____ and Seller gwc

TREC NO. 20-14
2018-06-29 10:58

>> of Deer Park P 1/1

STATUS
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PAGES 1
DURATION 52

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TIME RECEIVED
June 29, 2018 10:58:40 AM CDT

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; Interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of Insurance proceeds, if permitted by Seller's Insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly

provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer
at:

City of Deer Park
Jay Stokes City Manager

Phone: (281) 479-7245

Fax: ()

E-mail: JStokes@DeerPark-Tx.org

To Seller
at:

Phone: (409) 548-2724

Fax: (713) 668-2891

E-mail: eddiecope@netzero.net

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Seller's Temporary Residential Lease |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Short Sale Addendum |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Loan Assumption Addendum | <input checked="" type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | _____ |
| <input type="checkbox"/> Addendum for Coastal Area Property | _____ |
| <input type="checkbox"/> Addendum for Authorizing Hydrostatic Testing | _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ NA (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within NA days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☐ will ☐ will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: Jim G. Fox

Seller's
Attorney is: _____

Phone: (281) 479-5253

Phone: () _____

Fax: (281) 479-97

Fax: () _____

E-mail: Jim@Doverfox.com

E-mail: _____

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer

Seller

Chela W. Copen

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 20-14. This form replaces TREC NO. 20-13.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____ Listing Broker Firm _____ License No. _____

represents ☐ Buyer only as Buyer's agent represents ☐ Seller and Buyer as an intermediary
☐ Seller as Listing Broker's subagent ☐ Seller only as Seller's agent

Associate's Name _____ License No. _____ Listing Associate's Name _____ License No. _____

Associate's Email Address _____ Phone _____ Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____ Licensed Supervisor of Listing Associate _____ License No. _____

Other Broker's Address _____ Phone _____ Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ NA (Option Fee) in the form of NA
is acknowledged.

NA NA
Seller or Listing Broker Date

EARNEST MONEY RECEIPT

Receipt of \$ NA Earnest Money in the form of NA
is acknowledged.

NA NA NA NA
Escrow Agent Received by Email Address Date/Time
NA NA
Address Phone
NA NA NA NA
City State Zip Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent Received by Email Address Date
Address Phone
City State Zip Fax

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ NA additional Earnest Money in the form of NA
is acknowledged.

NA NA NA NA
Escrow Agent Received by Email Address Date/Time
NA NA
Address Phone
NA NA NA NA
City State Zip Fax



TEXAS ASSOCIATION OF REALTORS® SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT 213 Helga

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller is ☒ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?
2 yrs (approximate date) or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Det.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooktop	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Escape Ladder(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhaust Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fences	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Detection Equip.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
French Drain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas Fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Natural Gas Lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U
Liquid Propane Gas:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
-LP Community (Captive)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
-LP on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot Tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Intercom System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outdoor Grill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Patio/Decking	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool Maint. Accessories	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool Heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U
Pump: sump grinder	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rain Gutters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Range/Stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof/Attic Vents	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sauna	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Smoke Detector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Smoke Detector - Hearing Impaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Spa	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash Compactor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TV Antenna	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Washer/Dryer Hookup	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Window Screens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public Sewer System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U	Additional Information
Central A/C	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	electric gas number of units:
Evaporative Coolers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units:
Wall/Window AC Units	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units:
Attic Fan(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes, describe:
Central Heat	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	electric gas number of units:
Other Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, describe:
Oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of ovens: electric gas other:
Fireplace & Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	wood gas logs mock other:
Carport	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	/ attached not attached
Garage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	/ attached not attached
Garage Door Openers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of units: / number of remotes: 2
Satellite Dish & Controls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	owned leased from:
Security System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	owned leased from:
Solar Panels	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	owned leased from:
Water Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	electric gas other: number of units:
Water Softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	owned leased from:
Other Leased Items(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, describe:

(TAR-1406) 02-01-18

Initiated by: Buyer: _____ and Seller:

Page 1 of 5

Stanfield Properties, 897 S Friendswood Drive Suite 1 Friendswood TX 77546
Whitney Allington

Phone: 832-561-9411

Fax: 888-531-8199

Eddie Cone

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Concerning the Property at 213 Helga

Underground Lawn Sprinkler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	automatic	manual	areas covered:
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TAR-1407)		

Water supply provided by: ☒ city ☐ well ☐ MUD ☐ co-op ☐ unknown ☐ other: _____

Was the Property built before 1978? ☒ yes ☐ no ☐ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: Composition Age: UNKNOWN (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ☐ yes ☐ no ☒ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☐ yes ☒ no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement		<input checked="" type="checkbox"/>	Floors		<input checked="" type="checkbox"/>	Sidewalks		<input checked="" type="checkbox"/>
Ceilings		<input checked="" type="checkbox"/>	Foundation / Slab(s)		<input checked="" type="checkbox"/>	Walls / Fences		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>	Interior Walls		<input checked="" type="checkbox"/>	Windows		<input checked="" type="checkbox"/>
Driveways	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lighting Fixtures		<input checked="" type="checkbox"/>	Other Structural Components		<input type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>	Plumbing Systems		<input checked="" type="checkbox"/>			
Exterior Walls		<input checked="" type="checkbox"/>	Roof		<input checked="" type="checkbox"/>			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Driveway Cracked

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring		<input checked="" type="checkbox"/>	Previous Foundation Repairs		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>	Previous Roof Repairs		<input checked="" type="checkbox"/>
Diseased Trees: <u>oak wilt</u>		<input checked="" type="checkbox"/>	Previous Other Structural Repairs		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>	Radon Gas		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>	Settling		<input checked="" type="checkbox"/>
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>	Soil Movement		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>	Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>	Underground Storage Tanks		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>	Unplatted Easements		<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards		<input checked="" type="checkbox"/>	Unrecorded Easements		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>	Water Penetration		<input checked="" type="checkbox"/>
Located in 100-year Floodplain		<input checked="" type="checkbox"/>	Wetlands on Property		<input checked="" type="checkbox"/>
(If yes, attach TAR-1414)		<input checked="" type="checkbox"/>			
Located in Floodway (If yes, attach TAR-1414)		<input checked="" type="checkbox"/>	Wood Rot		<input checked="" type="checkbox"/>
Present Flood Ins. Coverage		<input checked="" type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)		<input checked="" type="checkbox"/>
(If yes, attach TAR-1414)		<input checked="" type="checkbox"/>	Previous treatment for termites or WDI		<input checked="" type="checkbox"/>
Previous Flooding into the Structures		<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired		<input checked="" type="checkbox"/>
Previous Flooding onto the Property		<input checked="" type="checkbox"/>	Previous Fires		<input checked="" type="checkbox"/>
Located in Historic District		<input checked="" type="checkbox"/>			

(TAR-1406) 02-01-18

Initiated by: Buyer: _____ and Seller: ELC

Page 2 of 5

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Edith Cope

Concerning the Property at 213 Helgra

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary):

Section 6. Seller has ☒ has not attached a survey of the Property.Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? yes ☒ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

☐ Homestead ☐ Senior Citizen ☐ Disabled
☐ Wildlife Management ☐ Agricultural ☐ Disabled Veteran
☐ Other: _____ ☐ Unknown

Section 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider? yes ☒ noSection 10. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? yes ☒ no If yes, explain:Section 11. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? unknown no ☒ yes. If no or unknown, explain. (Attach additional sheets if necessary):

*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller Eddie W. Cope Date 6-21-18Printed Name: Eddie W. Cope

Signature of Seller _____ Date _____

Printed Name: _____

(TAR-1406) 02-01-18

Initialed by: Buyer: _____ and Seller: EWC

Page 4 of 5

Concerning the Property at 213 Helga

Historic Property Designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Termite or WDI damage needing repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ☐ yes ☒ no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y ☒ N ☐

Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.

Y ☒ N ☐

Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: _____

Manager's name: _____

Phone: _____

Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntaryAny unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☒ no

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

Y ☒ N ☐

Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? ☐ yes ☒ no If yes, describe: _____Y ☒ N ☐

Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

Y ☒ N ☐

Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

Y ☒ N ☐

Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

Y ☒ N ☐

Any condition on the Property which materially affects the health or safety of an individual.

Y ☒ N ☐

Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea formaldehyde.



APPROVED BY THE TEXAS REAL ESTATE COMMISSION
**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION
 ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
 AS REQUIRED BY FEDERAL LAW**

10-10-11

CONCERNING THE PROPERTY AT 213 Helgaa
 (Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
 - ☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____
 - ☒ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
 - ☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____
 - ☒ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

- ☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
- ☐ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

- ☐ 1. Buyer has received copies of all information listed above.
- ☐ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to:

(a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer _____	Date _____	Seller <u>Eddie W. Cope</u>	Date <u>6-21-18</u>
Buyer _____	Date _____	Seller <u>NA</u>	Date _____
Other Broker _____	Date _____	Listing Broker <u>NA</u>	Date _____

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TAR 1906) 10-10-11

TREC No. OP-L

Stanfield Properties, 807 S Friendswood Drive Suite 1 Friendswood TX 77546
 Whitney Mulligan

Phone: 832-561-9411

Fax: 888-531-8199

Eddie Cope

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2018-06-25 13:35

12/13 P of Deer Park >>

Concerning the Property at 213 Helga

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TAR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: _____
Sewer: _____
Water: _____
Cable: _____
Trash: _____
Natural Gas: _____
Phone Company: _____
Propane: _____
Internet: _____

phone #: _____
phone #: _____
phone #: _____
phone #: _____
phone #: _____
phone #: _____
phone #: _____
phone #: _____
phone #: _____

- (7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer	Date	Signature of Buyer	Date
Printed Name: _____		Printed Name: _____	



APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

213 W. Helgra
Deer Park, Tx 77536

for

as of

06/11/2018

by

Kurt Kinnie
1719 Lamonte Ln
Houston, TX 77018

Kurt Kinnie Appraisal

File # 1806018

Freddie Mac Form 70 March 2005 UAD Version 9/2011 Page 1 of 6 FannieMaeForm1004March2005

Uniform Residential Appraisal Report

File # 1806018

SALES COMPARISON APPROACH

There are 39 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 119,990 to \$ 675,000 .

There are 435 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 58,000 to \$ 560,000 .

FEATURE	SUBJECT	COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
213 W. Helgra		2113 Kingsdale Dr			2105 Kingsdale Dr			701 Alyse St		
Address	Deer Park, Tx 77536	Deer Park, TX 77536			Deer Park, TX 77536			Deer Park, TX 77536		
Proximity to Subject		1.66 miles S			1.67 miles S			0.98 miles NE		
Sale Price	\$		\$	125,000		\$	120,000		\$	127,000
Sale Price/Gross Liv. Area	\$ sq. ft.	\$	121.36	sq. ft.	\$	132.60	sq. ft.	\$	118.91	sq. ft.
Data Source(s)		MLS#91016661;DOM 20			MLS#38356048;DOM 3			MLS#6685430;DOM 92		
Verification Source(s)		MLS/TaxR/Agent			MLS/TaxR/Agent			MLS/TaxR/Agent		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION		+(-)\$ Adjustment	DESCRIPTION		+(-)\$ Adjustment	DESCRIPTION		+(-)\$ Adjustment
Sale or Financing		ArmLth			ArmLth			ArmLth		
Concessions		FHA;0			FHA;0			FHA;2500		
Date of Sale/Time		s05/18;c05/18			s02/18;c02/18			s01/18;c12/17		
Location	N;Res;Res	N;Res;Res			N;Res;Res			N;Res;Res		
Leasehold/Fee Simple	Fee Simple	Fee Simple			Fee Simple			Fee Simple		
Site	7200 sf	7020 sf		0	7020 sf		0	6825 sf		0
View	N;Res;Res	N;Res;Res			N;Res;Res			N;Res;Res		
Design (Style)	DT1;Rambler	DT1;Rambler			DT1;Rambler			DT1;Rambler		
Quality of Construction	Q4	Q4			Q4			Q4		
Actual Age	60	60			58		0	56		0
Condition	C3	C3			C3			C3		
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths			Total Bdrms. Baths			Total Bdrms. Baths		
Room Count	5 3 1.0	5 3 2.0		-3,000	5 3 1.0			6 3 1.1		-1,500
Gross Living Area	924 sq. ft.	1,030 sq. ft.		-4,240	905 sq. ft.		+760	1,068 sq. ft.		-5,760
Basement & Finished Rooms Below Grade	0sf	0sf			0sf			0sf		
Functional Utility	Average	Average			Average			Average		
Heating/Cooling	CACH	CACH			CACH			CACH		
Energy Efficient Items	Typical	Typical			Typical			Typical		
Garage/Carport	1ga1cp1dw	1dw		+3,000	1dw		+3,000	2ga2dw		-1,500
Porch/Patio/Deck	Porch,Patio	Porch,Patio			Porch,Patio			Porch,Patio		
Net Adjustment (Total)				\$ -4,240			\$ 3,760			\$ -8,760
Adjusted Sale Price of Comparables		Net Adj. 3.39 %			Net Adj. 3.13 %			Net Adj. 6.90 %		
		Gross Adj. 8.19 %		\$ 120,760	Gross Adj. 3.13 %		\$ 123,760	Gross Adj. 6.90 %		\$ 118,240
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain										
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.										
Data Source(s) MLS/Tax Rolls										
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.										
Data Source(s) MLS/Tax Rolls										
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).										
ITEM		SUBJECT		COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3		
Date of Prior Sale/Transfer										
Price of Prior Sale/Transfer										
Data Source(s)		MLS/Tax Rolls		MLS/Tax Rolls		MLS/Tax Rolls		MLS/Tax Rolls		
Effective Date of Data Source(s)		06/11/2018		06/11/2018		06/11/2018		06/11/2018		
Analysis of prior sale or transfer history of the subject property and comparable sales The subject has not sold in the previous 3 years.										
Summary of Sales Comparison Approach All adjustments are considered to be reasonable and reflective of the current market. Various adjustments were made for bath, parking and living area differences. Sale #4 exceeds a 6-month marketing period but was utilized in the report due to a lack of comparable turnover occurring in the subject market area. Sales beyond a 1 mile radius are utilized however, this is felt to be typical and acceptable in the Deer Park marketplace.										
Indicated Value by Sales Comparison Approach \$ 120,500										
Indicated Value by: Sales Comparison Approach \$ 120,500 Cost Approach(if developed) \$ 123,755 Income Approach (if developed) \$ N/A										
In the Final Reconciliation Process all sales were given equal consideration. Most emphasis was placed on the Sales Comparison Approach. The Cost Approach is supportive. *** See Additional Comments ***										
This appraisal is made <input checked="" type="checkbox"/> "as is," <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:										
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 120,500 , as of 06/11/2018 , which is the date of inspection and the effective date of this appraisal.										

ADDITIONAL COMMENTS

Borrower or Owner	Eddie Cope
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Property Address 213 W. Helgra

City	Deer Park	County	Harris	State	TX	Zip Code	77536
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Lender or Client

RECONCILIATION

The Income Approach is not considered relevant as homes in the area are not typically purchased for investment purposes.

PHOTOGRAPH ADDENDUM

Borrower or Owner				Eddie Cope	
Property Address				213 W. Helgra	
City	Deer Park	County	Harris	State	Tx
				Zip Code	77536
Client					



FRONT VIEW OF
SUBJECT PROPERTY



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE OF
SUBJECT PROPERTY

PHOTOGRAPH ADDENDUM

Borrower or Owner	Eddie Cope				
Property Address	213 W. Helgra				
City	Deer Park	County	Harris	State	Tx
				Zip Code	77536
Client					



Right



Left



Family Room

PHOTOGRAPH ADDENDUM

Borrower or Owner					Eddie Cope										
Property Address					213 W. Helgra										
City		Deer Park		County		Harris		State		Tx		Zip Code		77536	
Client															



Bath



Kitchen



Breakfast

PHOTOGRAPH ADDENDUM

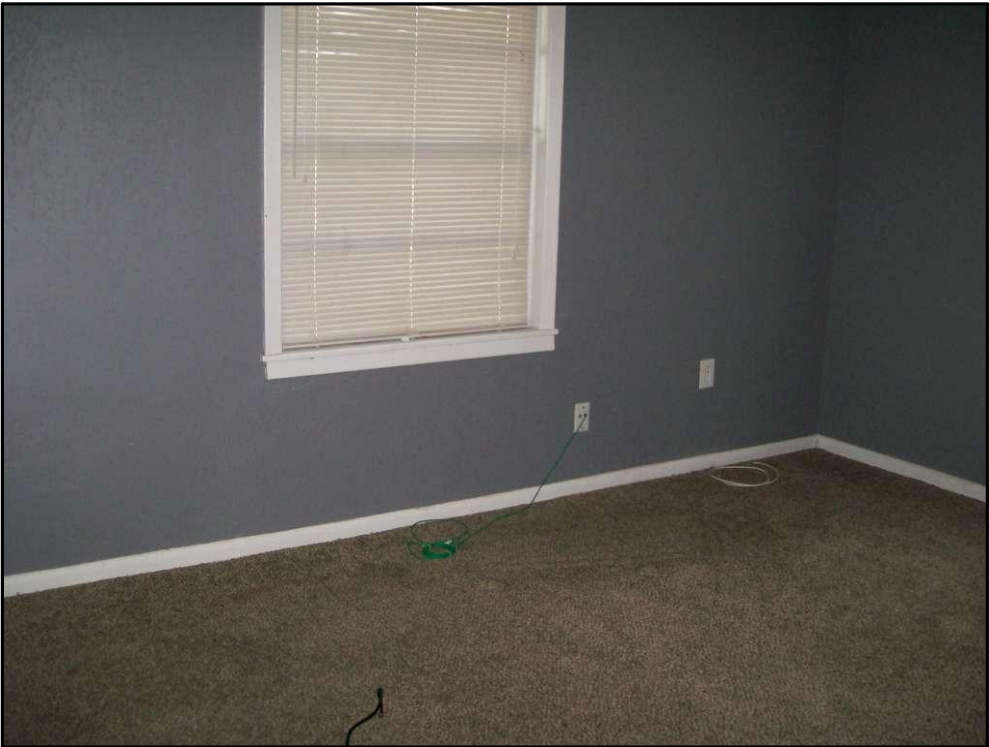
Borrower or Owner					Eddie Cope										
Property Address					213 W. Helgra										
City		Deer Park		County		Harris		State		Tx		Zip Code		77536	
Client															



Bedroom



Bedroom



Bedroom

PHOTOGRAPH ADDENDUM

Borrower or Owner	Eddie Cope				
Property Address	213 W. Helgra				
City	Deer Park	County	Harris	State	Tx
				Zip Code	77536
Client					



COMPARABLE #1

2113 Kingsdale Dr
Deer Park, TX 77536

Price	\$125,000
Price/SF	121.36
Date	s05/18;c05/18
Age	60
Room Count	5-3-2.0
Living Area	1,030

Value Indication \$120,760



COMPARABLE #2

2105 Kingsdale Dr
Deer Park, TX 77536

Price	\$120,000
Price/SF	132.60
Date	s02/18;c02/18
Age	58
Room Count	5-3-1.0
Living Area	905

Value Indication \$123,760



COMPARABLE #3

701 Alyse St
Deer Park, TX 77536

Price	\$127,000
Price/SF	118.91
Date	s01/18;c12/17
Age	56
Room Count	6-3-1.1
Living Area	1,068

Value Indication \$118,240

PHOTOGRAPH ADDENDUM

Borrower or Owner	Eddie Cope				
Property Address	213 W. Helgra				
City	Deer Park	County	Harris	State	Tx
				Zip Code	77536
Client					



COMPARABLE #4

226 Robin St
Deer Park, TX 77536

Price \$125,000
Price/SF 120.54
Date s10/17;c08/17
Age 63
Room Count 6-3-1.0
Living Area 1,037

Value Indication \$120,480



COMPARABLE #5

802 Boston St
Deer Park, TX 77536

Price \$134,900
Price/SF 140.52
Date Active
Age 59
Room Count 6-3-1.0
Living Area 960

Value Indication \$131,960



COMPARABLE #6

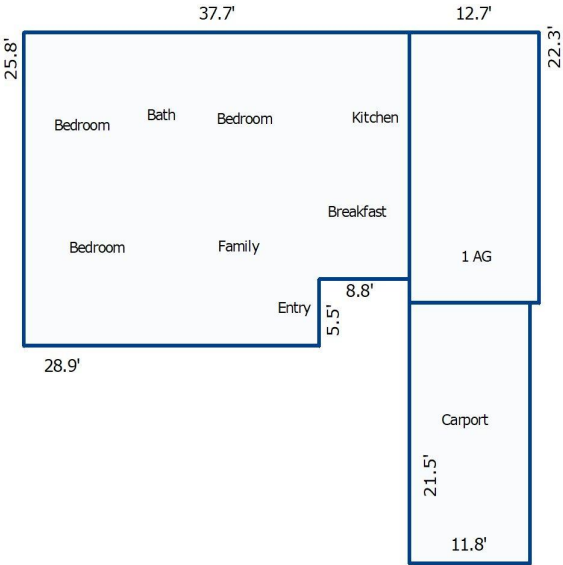
813 Grove St
Deer Park, TX 77536

Price \$133,000
Price/SF 129.00
Date Active
Age 63
Room Count 6-3-1.0
Living Area 1,031

Value Indication \$128,220

SKETCH ADDENDUM

Borrower or Owner	Eddie Cope		
Property Address	213 W. Helgra		
City	Deer Park	County	Harris
		State	Tx
		Zip Code	77536
Client			



Sketch by Apex Medina™
Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	924.3	924.3
GAR	Garage	283.2	
	Carport	253.7	536.9
Net LIVABLE Area		(rounded)	924

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
37.7	x	20.3	765.3
5.5	x	28.9	158.9
2 Items			(rounded)
			924

Location Map

Borrower or Owner Eddie Cope

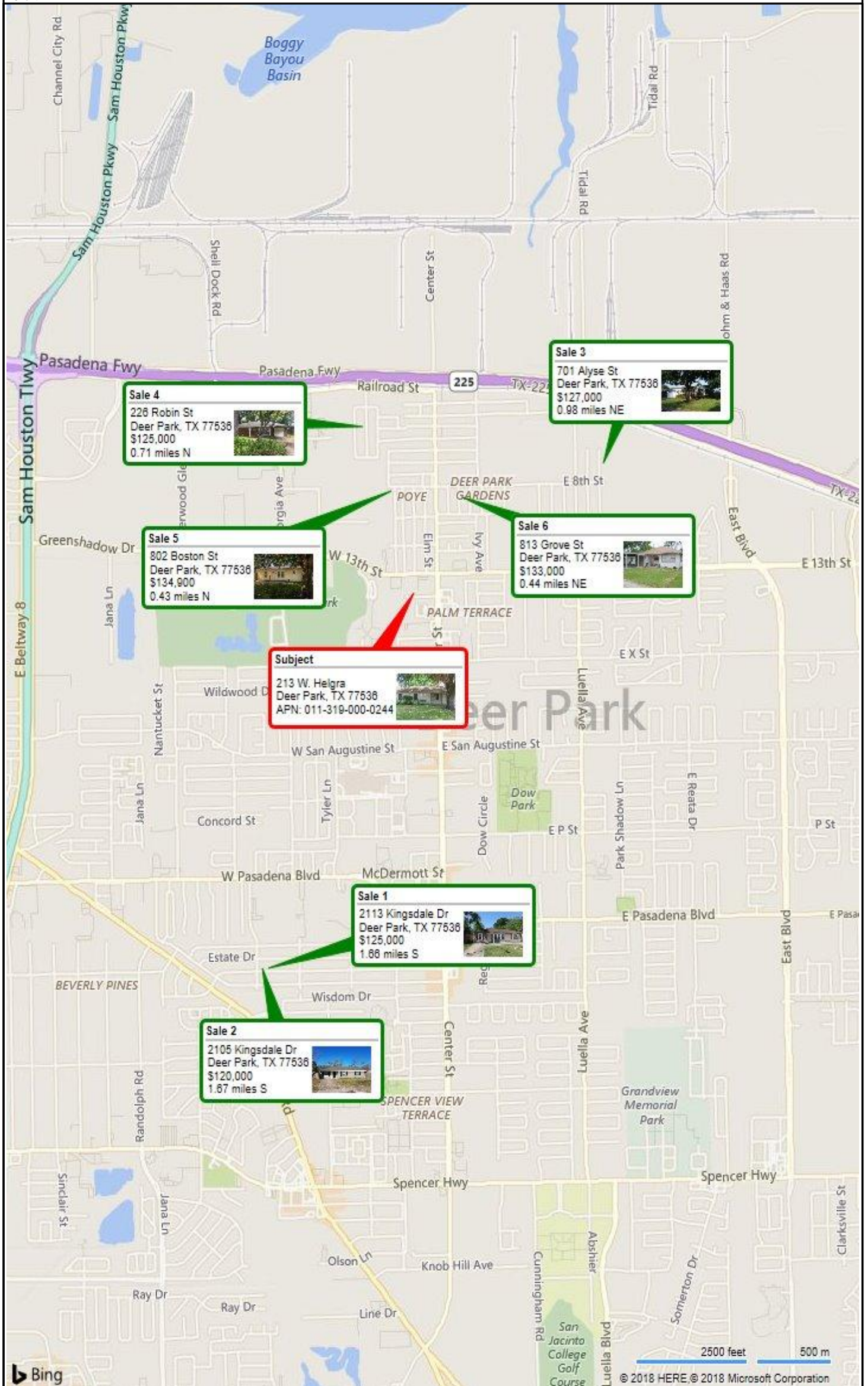
Property Address	213 W. Helgra
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County Harris

State	T _x
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Zip Code 77536

Client



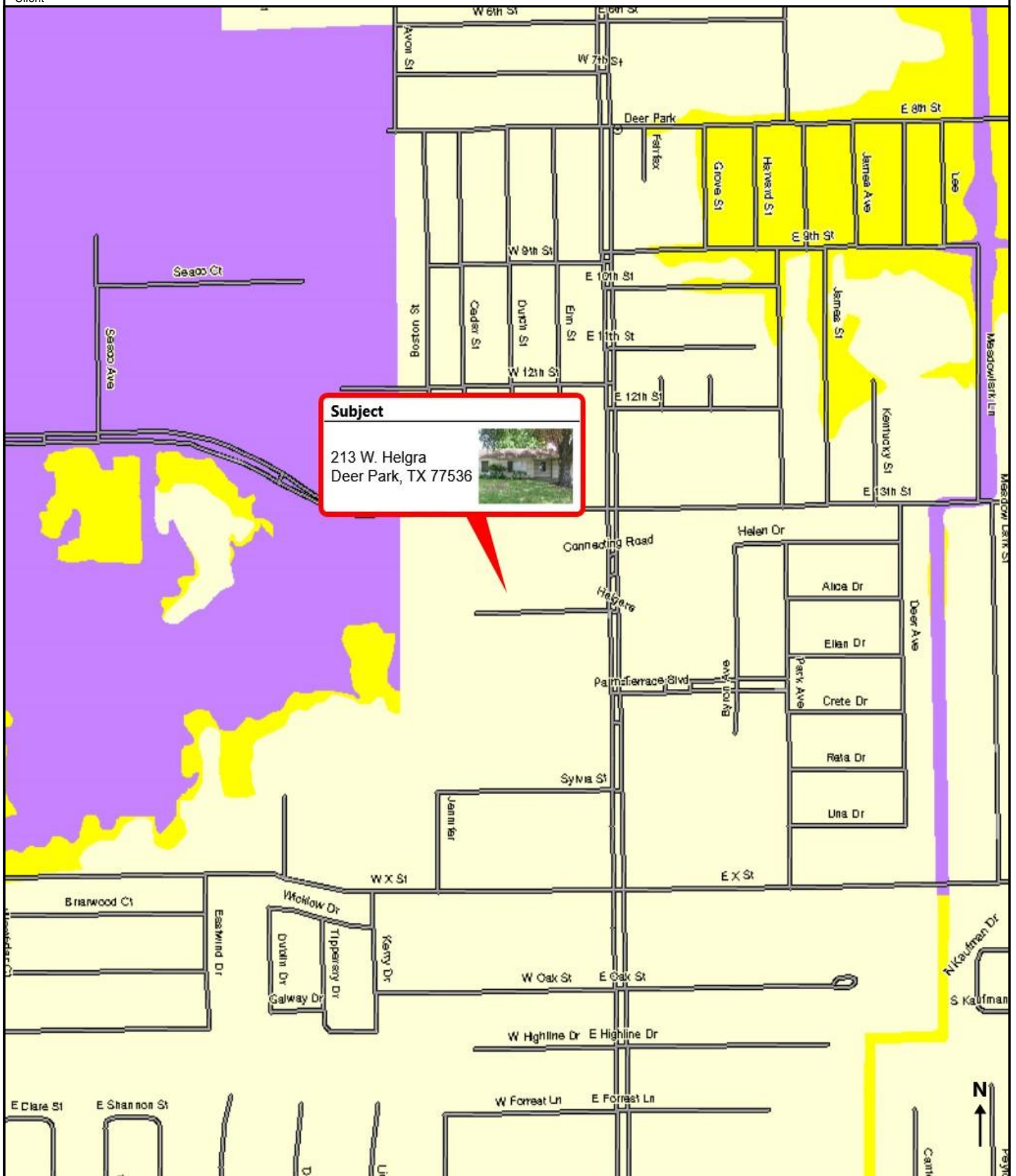
FLOOD MAP

Borrower or Owner Eddie Cope








Property Address	213 W. Helgra
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Zip Code 77536

Client



Flood Zones

- | | | | |
|---|---|---|--|
|  | Areas inundated by 500-year flooding |  | Floodway areas |
|  | Areas outside of the 100- and 500-year flood plains |  | Floodway areas with velocity hazard |
|  | Areas inundated by 100-year flooding |  | Areas of undetermined but possible flood hazards |
|  | Areas inundated by 100-year flooding with velocity hazard |  | Areas not mapped on any published FIRM |

Flood Zone Determination

Latitude: 29.698740

Longitude: -95.125470

Community Name:

DEER PARK, CITY OF

Community: 480291

SFHA (Flood Zone): No

Within 250 ft. of multiple flood zones: No

Map #: 48201C0910M

Panel Date: 01/06/2017

Census Tract: 3425

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

A D D I T I O N A L C O M M E N T S	THE INTENDED USE OF THIS REPORT IS FOR THE LENDER/CLIENT TO EVALUATE THE PROPERTY THAT IS THE SUBJECT OF THE APPRAISAL FOR A MORTGAGE FINANCE TRANSACTION. THE INTENDED USER OF THIS REPORT IS THE LENDER/CLIENT (Eddie Cope)					
	Exposure Time- Under current market conditions, the reasonable exposure time for the subject property is approximately 90 days or less. This is based on the analyses of current market trends in the general area and takes into account the size, condition and price range of the subject property and surrounding area. It presupposes that the listed price would be at or near the appraised value. It also assumes aggressive marketing by reputable local real estate offices.I have performed no other services, as an appraiser or in any capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment. No water/property damage due to Flood/FEMA Disaster in the area between April 17-26, 2016, May 26, 2016 to June 25, 2016. The subject also sustained no damage from the recent Hurricane Harvey from 08/23/2017 to 09/15/2017. Marketability or value was not affected by Hurricane Harvey. The subject may be rebuilt if destroyed.					
	C O S T A P P R O A C H	COST APPROACH TO VALUE (not required by Fannie Mae)				
		Provide adequate information for the lender/client to replicate the below cost figures and calculations.				
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)						
I N C O M E P U D I N F O R M A T I O N		ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW				
		Source of cost data Appraisal Experience/Market Data/BLDCST		OPINION OF SITE VALUE.....=\$ 20,000		
	Quality rating from cost service C6 Effective date of cost data 06/2018		Dwelling 924 Sq. Ft. @ \$ 115.00 = \$ 106,260			
	Comments on Cost Approach (gross living area calculations, depreciation, etc.)		Sq. Ft. @ \$ = \$			
	The contributory value of the subject's porch, patio & fencing are included in the "As-Is" Value of Site		Garage/Carport 537 Sq. Ft. @ \$ 32.00 = \$ 17,184			
	Improvements section. The utilities and power were on at the time of inspection. The subject was vacant at the time of inspection.		Total Estimate of Cost-New = \$ 123,444			
			Less Physical Functional External			
			Depreciation 24,689 = \$ (24,689)			
			Depreciated Cost of Improvements.....= \$ 98,755			
			'As-is' Value of Site Improvements.....= \$ 5,000			
	Estimated Remaining Economic Life (HUD and VA only) 80 Years		Indicated Value By Cost Approach.....= \$ 123,755			
	INCOME APPROACH TO VALUE (not required by Fannie Mae)					
	Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach					
	Summary of Income Approach (including support for market rent and GRM)					
	PROJECT INFORMATION FOR PUDs (if applicable)					
	Is the developer/builder in control of the Homeowners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Unit type(s) <input type="checkbox"/> Detached <input type="checkbox"/> Attached					
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.						
Legal name of project						
Total number of phases		Total number of units		Total number of units sold		
Total number of units rented		Total number of units for sale		Data Source(s)		
Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion						
Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s)						
Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.						
Are the common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.						
Describe common elements and recreational facilities						

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER’S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 

Name Kurt Kinzie

Company Name Kurt Kinzie Appraisal

Company Address 1719 Lamonte Ln

Houston, TX 77018

Telephone Number 713-416-7789

Email Address _____

Date of Signature and Report 06/20/2018

Effective Date of Appraisal 06/11/2018

State Certification # 1321250

or State License # _____

or Other _____ State # _____

State Tx

Expiration Date of Certification or License 06/30/2019

ADDRESS OF PROPERTY APPRAISED

213 W. Helgra

Deer Park, Tx 77536

APPRAISED VALUE OF SUBJECT PROPERTY \$ 120,500

LENDER/CLIENT

Name _____

Company Name _____

Company Address _____

Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____

Name _____

Company Name _____

Company Address _____

Telephone Number _____

Email Address _____

Date of Signature _____

State Certification # _____

or State License # _____

State _____

Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property

☐ Did inspect exterior of subject property from street

Date of Inspection _____

☐ Did inspect interior and exterior of subject property

Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street

☐ Did inspect exterior of comparable sales from street

Date of Inspection _____

Borrower/Client Eddie Cope			
Property Address 213 W. Helgra			
City Deer Park	County Harris	State Tx	Zip Code 77536
Lender/Client			

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

☒ **Appraisal Report**

This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).

☐ **Restricted Appraisal Report**

This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

☐ The statements of fact contained in this report are true and correct.

☐ The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

☐ I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.

☐ I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

☐ My engagement in this assignment was not contingent upon developing or reporting predetermined results.

☐ My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

☐ My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

☐ This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

☒ I have **NOT** performed services, as an appraiser or in any other capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.

☐ I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

☐ I have **NOT** made a personal inspection of the property that is the subject of this report.

☒ I **HAVE** made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements:


MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

☒ A reasonable marketing time for the subject property is **0-90** day(s) utilizing market conditions pertinent to the appraisal assignment.

☒ A reasonable exposure time for the subject property is **0-90** day(s).

APPRAISER

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 	Signature
Name Kurt Kinne	Name
Date of Signature 06/20/2018	Date of Signature
State Certification # 1321250	State Certification #
or State License #	or State License #
State TX	State
Expiration Date of Certification or License 06/30/2019	Expiration Date of Certification or License
Effective Date of Appraisal 06/11/2018	Supervisory Appraiser Inspection of Subject Property:
	<div><input type="checkbox"/> Did Not</div> <div><input type="checkbox"/> Exterior-only from Street</div> <div><input type="checkbox"/> Interior and Exterior</div>

Market Conditions Addendum to the Appraisal Report File No. 1806018

MARKET RESEARCH & ANALYSIS

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address	213 W. Helgra	City	Deer Park	State	TX	ZIP Code	77536
Borrower	Eddie Cope						

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	263	79	93	<input checked="" type="checkbox"/>	Increasing	<input type="checkbox"/> Stable <input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	43.83	26.33	31.00	<input checked="" type="checkbox"/>	Increasing	<input type="checkbox"/> Stable <input type="checkbox"/> Declining
Total # of Comparable Active Listings	31	22	41	<input type="checkbox"/>	Declining	<input type="checkbox"/> Stable <input checked="" type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	0.71	0.84	1.32	<input type="checkbox"/>	Declining	<input type="checkbox"/> Stable <input checked="" type="checkbox"/> Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	\$196,000	\$192,000	\$215,000	<input checked="" type="checkbox"/>	Increasing	<input type="checkbox"/> Stable <input type="checkbox"/> Declining
Median Comparable Sales Days on Market	17	13	8	<input checked="" type="checkbox"/>	Declining	<input type="checkbox"/> Stable <input type="checkbox"/> Increasing
Median Comparable List Price	\$214,900	\$284,450	\$240,000	<input type="checkbox"/>	Increasing	<input type="checkbox"/> Stable <input checked="" type="checkbox"/> Declining
Median Comparable Listings Days on Market	54	16	21	<input type="checkbox"/>	Declining	<input type="checkbox"/> Stable <input checked="" type="checkbox"/> Increasing
Median Sale Price as % of List Price	98.90	98.92	100.00	<input checked="" type="checkbox"/>	Increasing	<input type="checkbox"/> Stable <input type="checkbox"/> Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?				<input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Declining <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). The HAR MLS indicates there were 435 closed sales during the past 12 months and 200 of those sales contained seller concessions which is 46% of the total transactions in this market area. Prior Months 7-12: 263 Sales; 124 with concessions; 47% of sales for this period. 4-6: 79 Sales; 37 with concessions; 47% of sales for this period. 0-3: 93 Sales; 39 with concessions; 42% of sales for this period. The concessions ranged between \$300 and \$15,000. The median concession amount is \$3,000.

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in listings and sales of foreclosed properties).

The HAR MLS indicates there were 435 closed sales during the past 12 months and 7 of those sales were either foreclosures or short sales which is 2% of the total transactions in this market area. Prior Months 7-12: 263 Sales; 6 foreclosures or short sales; 2% of sales for this period. 4-6: 79 Sales; 1 foreclosures or short sales; 1% of sales for this period. 0-3: 93 Sales; 0 foreclosures or short sales; 0% of sales for this period.

Cite data sources for above information. The HAR MLS was the data source used to complete the Market Conditions Addendum. Effective Date: Wednesday, June 20, 2018

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

Quarterly data indicates an increasing market in both sales volume and median sales price.

CONDO/CO-OP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: **Project Name:**

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/>	Increasing	<input type="checkbox"/> Stable <input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/>	Increasing	<input type="checkbox"/> Stable <input type="checkbox"/> Declining
Total # of Active Comparable Listings				<input type="checkbox"/>	Declining	<input type="checkbox"/> Stable <input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				<input type="checkbox"/>	Declining	<input type="checkbox"/> Stable <input type="checkbox"/> Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature Appraiser Name Company Name Company Address State License/Certification # Email Address	 Kurt Kinnie Appraisal 1719 Lamonte Ln, Houston, TX 77018 1321250 TX
Signature Appraiser Name Company Name Company Address State License/Certification # Email Address	 State

You may wish to laminate the pocket identification card to preserve it.

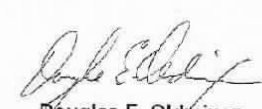
KURT ALAN KINNIF
1719 LAMONTE
HOUSTON
TEXAS
HOUSTON, TX 77018

The person named on the reverse is licensed by the Texas Appraiser Licensing and Certification Board.

Inquiry as to the status of this license may be made to:

Texas Appraiser Licensing and Certification Board
P.O. Box 12188
Austin, Tx 78711-2188
www.talcb.texas.gov
(512) 936-3001
Fax: (512) 936-3899

Texas Appraiser Licensing and Certification Board	
P.O. Box 12188 Austin, Texas 78711-2188	
Certified Residential Real Estate Appraiser	
Number#:	TX 1321250 R
Issued:	06/27/2017
Expires:	06/30/2019
Appraiser:	KURT ALAN KINNIE
<small>Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified Residential Real Estate Appraiser.</small>	
 Douglas E. Oldmixon Commissioner	

Texas Appraiser Licensing and Certification Board	
P.O. Box 12188 Austin, Texas 78711-2188	
Certified Residential Real Estate Appraiser	
Number:	TX 1321250 R
Issued:	06/27/2017
Expires:	06/30/2019
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 Douglas E. Oldmixon Commissioner	

Borrower	Eddie Cope				
Property Address	213 W. Helgra				
City	Deer Park	County	Harris	State	Tx
				Zip Code	77536
Lender/Client	Address				

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1 - The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

**Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

C3 - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

**Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

C4 - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

**Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property*

C5 - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

**Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

C6 - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

**Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

Quality Ratings and Definitions

Q1 - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2 - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q3 - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths.

Abbreviation	Full Name	Appropriate Fields
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmlLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concession
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Administration	Sale or Financing Concessions
G	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-in Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid Rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PubTm	Public Transportation	Location
PwrLn	Power Lines	View
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
s	Settlement Date	Date of Sale/Time
sf	Square Feet	Area, Site, Basement
Short	Short Sale	Sale or Financing Concessions
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

[illegible]

Kurt Kinnie Appraisal
1719 Lamonte Ln
Houston, TX 77018
713-416-7789

INVOICE	06/20/2018 DATE	1806018 FILE NUMBER	CASE NUMBER
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Client:

Item	Total
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APPRAISAL FEE FOR SERVICES RENDERED	\$	400.00
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Borrower: Eddie Cope
213 W. Helgra
Deer Park, Tx 77536
Tr 147B Deer Park Outlots

Total:	\$	400.00
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Thank you



Legislation Details (With Text)

File #: PUR 18-023 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 7/3/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Consideration of and action on a purchase of services from Fuquay, Inc., through the Buy Board Cooperative Purchasing Program to perform CMP Rehabilitation - Basin 3.
Sponsors: Public Works
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Consideration of and action on a purchase of services from Fuquay, Inc., through the Buy Board Cooperative Purchasing Program to perform CMP Rehabilitation - Basin 3.

Summary:

Consideration and action on the purchase of services from Fuquay, Inc. through the Buy Board to perform CMP Rehabilitation throughout the City. An inspection was conducted by Fuquay identifying Corrugated Metal Pipe that was damaged throughout the City's storm outfall system that need to be repaired and rehabilitated using an UV liner system and Epoxy Liner. This system prevents further damage and strengthens the existing pipe preventing failure and prolongs the length of the life of the system. The project consists of 4,100 LFT of liner to be installed. The cost of this project is \$352,355.54.

Fiscal/Budgetary Impact:

This project is funded out of Drainage Bond Fund 34

Staff recommends Council approval.



Legislation Details (With Text)

File #: AGR 18-019 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 6/25/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Consideration of and action on new facility usage agreement with DPISD.
Sponsors:
Indexes:
Code sections:
Attachments: [CoDP DPISD Facility Agreement 18-19 \(002\)](#)

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Consideration of and action on new facility usage agreement with DPISD.

DPISD and City of Deer Park staff have met and agreed upon the proposed 2018-19 facility usage agreement.

None

Approve the new facility usage agreement with DPISD.

INTERLOCAL AGREEMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into by and between the **City of Deer Park, Texas** (the “City”), acting by and through its governing body, and the **Deer Park Independent School District** (the “District”), acting by and through its governing body. This Agreement is made pursuant to Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) to the extent it applies to this Agreement.

R E C I T A L S:

The Parties hereto recognize the benefits derived by residents, citizens, and taxpayers located within Deer Park, Texas, by having the City and the District provide usage of each entity’s facilities for certain events and activities.

Chapter 791 of the Texas Government Code authorizes interlocal agreements between local governmental entities such as the City of Deer Park and the Deer Park Independent School District. Chapter 791 authorizes such entities to contract for governmental function services, section 791.011; including parks and recreation and other governmental functions in which the contracting parties are mutually interested.

The City of Deer Park, Texas and the Deer Park Independent School District find that entering into an Interlocal Agreement for parks and recreation and other governmental functions in which both parties are mutually interested serves a public purpose of the City of Deer Park and Deer Park Independent School District.

NOW, THEREFORE, the City of Deer Park, Texas, and the Deer Park Independent School District, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

T E R M S:

I.

The City and the District shall allow for the usage of each entity’s facilities for the provision of parks and recreation and other governmental functions. There shall be no expenses charged to either party for the usage of facilities outlined in this Agreement, except as otherwise noted within the Agreement.

II.

Facilities to be used are as follows:

- The City shall allow year round usage of the Battleground Golf Course by students participating in the Varsity and Jr. Varsity Golf Program of Deer Park High School. Usage shall include daily greens fees (excluding golf cart rental), use of the Course's practice holes, and driving range practice balls. Deer Park High School's Golf Coach shall be responsible for informing staff at the Battleground Golf Course of all students affiliated with the Deer Park High School Golf Program.
- The City shall allow the District up to two (2) no cost rentals of the Dow Park Pavilion, Jimmy Burke Activity Center, Claude Burgess Center, City of Deer Park swimming pool.
- The City shall allow the District to enter one (1) team in the annual sports challenge event hosted by the City of Deer Park.
- The City shall provide After School Programs for students of San Jacinto Elementary School, Deer Park Elementary School, Carpenter Elementary School, Dabbs Elementary School, Deer Park Junior High School, and Bonnette Junior High School. The District shall allow the City to utilize designated areas with the campuses of these respective schools for students to gather and wait until the City can pick up and transport students off campus to the City's designated afterschool location.
- The City shall assist the District with Cross Country Meets up to five (5) events per year by providing assistance, including but not limited to, location, equipment and staff. This shall occur on dates requested by the District, not less than thirty (30) days prior to the event.
- The City shall allow the District's High School Tennis Team to host tournaments at the Dow Park Tennis Facility. Usage shall take place on dates requested by the District, not less than thirty (30) days prior to the event.
- The City shall allow the District's High School Softball Team to host one (1) tournament at the Youth Sports Complex. Usage shall take place on dates requested by the District, not less than sixty (60) days prior to the event.
- The City shall allow the District's High School Soccer Team to host tournaments at the City Soccer Facility (ies). Usage shall take place on dates requested by the District, not less than sixty (60) days prior to the event.
- The City shall allow the District's High School Physics Class to use the Deer Park Municipal Swimming Pool for their annual Boat Regatta Competition. Usage shall take place on dates requested by the District, not less than thirty (30) days prior to the event.
- The City shall allow usage of the Deer Park Municipal Swimming Pool for the District's sponsored swim team. Usage shall take place on dates requested by the District, not less than thirty (30) days prior to the event.
- The District shall allow usage of the Clyde Ashier Football Stadium and the Deer Park High School – North Campus Stadium for up to thirteen (13) consecutive Saturdays beginning August, 2018 and ending November, 2018 for football use by the Deer Park youth football program(s). This shall not include use of the press box(s) located on the west side of the stadium(s). The District may suspend this usage at any time for a duration to be determined by the District, should the District believe usage of the field/stadium may be harmful to the athletes and/or detrimental to the field/stadium. In the event this occurs, the District shall allow usage of another District-owned football

field/stadium, or the District may allow use of Clyde Abshire Stadium and the Deer Park High School – North Campus Stadium for a makeup game at a time to be determined by the District.

- The District shall allow usage of the auditorium at Deer Park High School – North Campus for the annual Dance Recital of the dance program affiliated with the City of Deer Park’s Parks & Recreation Department. Usage shall take place on May 17 & 18, 2019, unless an alternate date otherwise is requested by the City.
- The District shall allow usage of the cafeteria at Deer Park High School – South Campus for the luncheon and awards presentation of the annual Fire Parade hosted by the City of Deer Park. Usage shall take place on October 6, 2018, unless an alternate date is requested by the City.
- The District shall allow usage of gymnasiums at Deer Park Jr. High School, Fairmont Jr. High School and Bonnette Jr. High School, and the practice fields of Deer Park High School – North Campus, for events associated with the City’s annual sports challenge. Usage shall take place on dates requested by the City, not less than thirty (30) days prior to the event.
- The District shall allow usage of gymnasiums at Carpenter Elementary School, Deer Park Elementary School, San Jacinto Elementary School, Dabbs Elementary School, Deepwater Elementary, Fairmont Elementary, Deer Park Junior High School, Bonnette Junior High School, Deepwater Junior High School and Fairmont Junior High School for practices and games associated with the City’s youth basketball program. Usage shall take place on dates requested by the City, not less than thirty (30) days prior to the event.
- The District shall allow usage of one gymnasium at either Deer Park Junior High School or Bonnette Junior High School for sports camps associated with the City’s summer athletic program. Usage shall take place on dates requested by the City, not less than thirty (30) days prior to the event.
- The District shall allow usage of the natatorium at Deer Park High School – South Campus for lifeguard training classes. Usage shall occur on two (2) dates requested by the City, not less than thirty (30) days prior to the events.
- The District shall allow usage of the Deer Park High School – North Campus Stadium including all necessary track equipment to include but not be limited to restrooms, mats, hurdles, high bar, starter blocks, etc. for events associated with the City’s Summer Track Program. Usage shall take place on dates requested by the City, not less than thirty (30) days prior to the event.
- The District shall allow usage of the gymnasiums at the Deer Park Junior High School, Bonnette Junior High School, Deepwater Junior High School, Fairmont Junior High School and North Campus High School for both youth and adult programming. Usage shall take place on dates requested by the City, not less than thirty (30) days prior to the event.

III.

Both the City and the District recognize the other entity exists to provide services to its constituents, first and foremost. Usage of the City’s facilities by the District, or the District’s facilities by the City, shall be secondary to each entity using its own facilities for its own core services and purposes. This agreement is intended to allow each entity to assist the other in

mitigating costs associated with its delivering its programs and services. It is not intended to allow or create situations whereby one entity inconveniences the other's delivery of its programs and services. To the extent this occurs, the City and the District shall work together to alleviate such circumstances while retaining the spirit of this agreement. Once a reservation has been confirmed by both entities, both entities shall provide at least a 48 hour notice for cancellations to assist with any necessary changes.

IV.

Either entity shall retain the right to request payment from the other entity when the entity providing a facility incurs costs which otherwise would be not incurred except because of the usage. When making such request, the requesting entity shall seek payment at reasonable rates which recover reasonable costs associated with the affiliated activities of building usage. Such costs may include, but are not limited to, additional energy consumption and facility staffing. When requested, costs shall be invoiced by the entity which incurred the expense and paid within thirty (30) days by the entity which used the other's facilities.

V.

Both entities recognize facility usage needs may arise at any time which were not foreseen, and therefore not made part of this agreement. When this occurs, either entity may request usage of the other's facilities at no cost. The City Manager of the City and the Superintendent of Schools of the District shall have the authority to honor such requests of the other.

VI.

Neither party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

The condition of the facilities and related equipment and items associated with usage is the sole responsibility of its owner. If damage occurs, the financial responsibility is the owner's and may be recovered through insurance acquired by the owner, or through other resources available to the owner. The other entity is not responsible for damage to facilities and related equipment or injury to any person, or for actions of the owner.

VII.

This agreement shall be valid through June 30, 2019. The governing body of either Party may terminate this agreement, provided written prior notice has been provided by the terminating Party to the other Party no less than ninety (90) days prior to any action taken to terminate this agreement.

VIII.

Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is deposited, enclosed in a wrapper with the proper postage affixed and duly certified,

return-receipt requested, in a United States post office, addressed to the City of Deer Park or the Deer Park Independent School District at the following addresses:

To the District: Deer Park Independent School District
 Office of the Superintendent
 2800 Texas Ave.
 Deer Park, TX 77536

To the City: City of Deer Park, Texas
 Office of the Mayor
 710 E. San Augustine
 Deer Park, TX 77536

IX.

The parties shall observe and comply with all applicable federal, Texas, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement. In case any one or more provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

X.

This agreement shall be construed in a manner consistent with Chapter 791 of the Texas Government Code, as may hereafter be amended.

XI.

Mandatory and exclusive venue of any dispute between the Parties to this agreement shall be in Harris County, Texas.

XII.

This Agreement is not intended to be an exclusive agreement, and each Party may enter into other similar agreements. Nothing in this Agreement shall be represented or construed to alter, supplant, or replace any other agreements.

IN WITNESS THEREOF, this instrument has been executed on behalf of the City of Deer Park, Texas by a duly authorized representative of the City of Deer Park, Texas, and on behalf of the Deer Park Independent School District by a duly authorized representative of the Deer Park Independent School District.

Attest/Seal:

CITY OF DEER PARK

By: _____

By: _____

Print Name: _____
City Secretary

Print Name: _____
Mayor

Date Signed: _____

Date Signed: _____

DEER PARK ISD

By: _____

By: _____

Print Name: _____
Superintendent

Print Name: _____
Board President

Date Signed: _____

Date Signed: _____



Legislation Details (With Text)

File #: ORD 18-047 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 6/11/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Consideration of and action on an ordinance amending the Fiscal Year 2017-2018 Budget for Senior Services.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [Ord - Amend Budget FY18 Maxwell Furniture](#)

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Consideration of and action on an ordinance amending the Fiscal Year 2017-2018 Budget for Senior Services.

Summary:

On May 9, 2015, the eligible voters of the City approved a proposition regarding the imposition of a Type B economic development sales and use tax for specific public parks purposes, including \$2,000,000.00 for the expansion of the Maxwell Center and parking lot. To complete the construction, renovation, and improvement of the Maxwell Center and parking lot will exhaust the \$2,000,000 allocated to that project due to the higher than expected renovation costs. In order to furnish two offices, the lobby, and several common areas, it is necessary to amend the current year's budget in the amount of \$90,000.00. An amendment to the Fiscal Year 2017-2018 Senior Services Budget in the amount of \$90,000.00 is requested to cover the cost of this furniture for the Maxwell Center. Funding is available from the unassigned fund balance of the General Fund.

Fiscal/Budgetary Impact:

Increase the Fiscal Year 2017-2018 Budget for Senior Services by \$90,000.00 (10-415-4308, Small Tools & Minor Equipment) to be funded by the unassigned fund balance of the General Fund, which is available for this.

Approve the ordinance amending the Fiscal Year 2017-2018 Senior Services 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 on May 9, 2015, the eligible voters of the City approved a proposition regarding the imposition of a Type B economic development sales and use tax for specific public parks purposes, including \$2,000,000.00 for the expansion of the Maxwell Center and parking lot.

II.

That to complete the construction, renovation, and improvement of the Maxwell Center and parking lot will exhaust the \$2,000,000 of bond funds allocated to that project.

III.

That upon completion of the construction, renovation, and improvement of the Maxwell Center and parking lot, it will become necessary to furnish the offices, lobby, and several common areas of the renovated space at an approximate cost of \$90,000.00.

IV.

That due to the higher than expected renovation costs for the Maxwell Center and parking lot, bond funding authorized by the voters is not available to furnish the offices, lobby, and several common areas of the Maxwell Center.

V.

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.

VI.

That it is necessary to add the amount of \$90,000.00 to the City of Deer Park's budget for the fiscal year ending September 30, 2018 to furnish the offices, lobby, and several common areas of the Maxwell Center.

VII.

That the \$90,000.00 expenditure to furnish the offices, lobby, and several common areas of the Maxwell Center will be funded out of the unassigned fund balance of the General Fund, which is available for this purpose

VIII.

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

IX.

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.

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 #: PUR 18-020 **Version:** 1 **Name:**

Type: Purchase **Status:** Agenda Ready

File created: 6/8/2018 **In control:** City Council

On agenda: 7/10/2018 **Final action:**

Title: Consideration of and action on authorization to purchase furniture for the new and renovated Maxwell Adult Center.

Sponsors:

Indexes:

Code sections:

Attachments: [18-301-R5 - DEER PARK CREEK CENTER - QUOTE](#)

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Consideration of and action on authorization to purchase furniture for the new and renovated Maxwell Adult Center.

Summary:

On May 9, 2015, the eligible voters of the City approved a proposition regarding the imposition of a Type B economic development sales and use tax for specific public parks purposes, including \$2,000,000.00 for the expansion of the Maxwell Center and parking lot. The new and renovated Maxwell Adult Center is scheduled to open in late Fall 2018.

To complete the construction, renovation, and improvement of the Maxwell Center and parking lot will exhaust the \$2,000,000 allocated to that project due to the higher than expected renovation costs. However, furniture is needed for the new offices, lobby, and several common areas (e.g., arts and crafts, classroom, multipurpose room, etc.). The current furniture in the facility is outdated and many of the tables and chairs are damaged. The Senior Services Department is requesting funds to furnish the additional and/or renovated spaces with new and updated furniture that best meets the needs of the senior citizens. The City is requesting authorization to purchase furniture in the amount of \$89,330.47 from Gateway through the BuyBoard purchasing cooperative. A budget amendment funded by the unassigned fund balance of the General Fund has been requested for the purchase of this new furniture.

Fiscal/Budgetary Impact:

Increase the expenditures of the Senior Services Department by \$89,330.47 (10-415-4308, Small Tools & Minor Equipment) to be funded by the unassigned fund balance of the General Fund, which

is available for this purpose.

Approval to purchase furniture for the new and renovated Maxwell Adult Center.



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BUDGET PRICING

Maxwell Center

JESSICA HUGHEY
Senior Services Supervisor
610 E. San Augustine
Deer Park TX 77536

Proposal
Quote # 18-301DL-R5

Date: 7/3/2018

Order Notes:

**Send Purchase Orders to
furniturepo@gatewayp.com**

List Price: **Sell Price:** **Sell Price:**
Per Unit **Per Unit** **Extended**

Item MFG Qty Product

ARTS & CRAFT 113

1	HON	24	HIGS6DF	\$539.00	\$210.21	\$5,045.04
Ignition 2 Multi-purp Stack Chair,Four Leg,Dual Fab						

Select Arm Type	.F	Arm: Fixed
Select Caster/Glide Option	.E	Nylon Glide
Select Back	.U	Back: Upholstered
Select Back Upholstery	\$(1)	Gr 1 UPH
Upholstery Selection	.OP	Optic
UPH: Optic	~	Undecided FABRIC Option
Select Seat Upholstery	\$(2)	GRADE: II UPHOLSTERY
Upholstery Selection	.WP	Whisper Vinyl
UPH: Whisper Vinyl	38	COLOR: Elephant
Select Frame	.T	Frame: Black

2	HON	12	HMVR-2460G-NS	\$1,155.00	\$450.45	\$5,405.40
Motivate Table Rect 24Dx60W 2mm Edge Nesting Base						

Select Grommet Location	.N	No Grommets
Select Grade	\$(L1STD)	Grd L1 Standard Laminates
Select Laminate	.K9	Canyon Zephyr
Select Edge Color	.R	Greige
Select Caster/Glide Option	.C	Caster
Select Paint Grade	\$(CORE)	Paint Grade: Core Paint
Select Paint Color	.P	Black

Subtotal \$10,450.44

CLASSROOM 112

3	HON	30	HIGS6DF	\$539.00	\$210.21	\$6,306.30
Ignition 2 Multi-purp Stack Chair,Four Leg,Dual Fab						

Select Arm Type	.F	Arm: Fixed
Select Caster/Glide Option	.E	Nylon Glide
Select Back	.U	Back: Upholstered
Select Back Upholstery	\$(1)	Gr 1 UPH



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BUDGET PRICING

Maxwell Center

JESSICA HUGHEY
Senior Services Supervisor
610 E. San Augustine
Deer Park TX 77536

Proposal
Quote # 18-301DL-R5

Date: 7/3/2018

Order Notes:

**Send Purchase Orders to
furniturepo@gateway.com**

Item MFG Qty Product				List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
Upholstery Selection .OP Optic						
UPH: Optic ~ Undecided FABRIC Option						
Select Seat Upholstery \$(2) GRADE: II UPHOLSTERY						
Upholstery Selection .WP Whisper Vinyl						
UPH: Whisper Vinyl 38 COLOR: Elephant						
Select Frame .T Frame: Black						
4	HON	15	HMVR-2472G-NS	\$1,198.00	\$467.22	\$7,008.30
Motivate Table Rect 24Dx72W 2mm Edge Nesting Base						
Select Grommet Location .N No Grommets						
Select Grade \$(L1STD) Grd L1 Standard Laminates						
Select Laminate .K9 Canyon Zephyr						
Select Edge Color .R Greige						
Select Caster/Glide Option .C Caster						
Select Paint Grade \$(CORE) Paint Grade: Core Paint						
Select Paint Color .P Black						
Subtotal						\$13,314.60
CONTROL DESK 122						
5	KII	2	ALTMAA	\$1,310.00	\$607.84	\$1,215.68
Altus Mesh Chair,Adjustable Arms,Upholstered						
Base /P Black plastic base						
Casters /S Hard floor casters						
Headrest Option /NHR No headrest						
Lumbar Support /LS Lumbar support						
Altus Upholstery /NFR Compliance to TB 117-2013						
Altus Upholstery A1L Upholstery Altus Grade A1 Leather						
A1L Fabric A1UPLAL A1L ALTUS						
A1L ALTUS /A1L1 BLACK LEATHER						
Altus Mesh /MBL Black (standard)						
Subtotal						\$1,215.68
DINING 117						
6	HON	36	HIGS6DF	\$539.00	\$210.21	\$7,567.56



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BUDGET PRICING

Maxwell Center

JESSICA HUGHEY
Senior Services Supervisor
610 E. San Augustine
Deer Park TX 77536

Proposal
Quote # 18-301DL-R5

Date: 7/3/2018

Order Notes:

**Send Purchase Orders to
furniturepo@gatewayp.com**

Item	MFG	Qty	Product	List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
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Ignition 2 Multi-purp Stack Chair,Four Leg,Dual Fab

Select Arm Type	.F	Arm: Fixed
Select Caster/Glide Option	.E	Nylon Glide
Select Back	.U	Back: Upholstered
Select Back Upholstery	\$(1)	Gr 1 UPH
Upholstery Selection	.OP	Optic
UPH: Optic	~	Undecided FABRIC Option
Select Seat Upholstery	\$(2)	GRADE: II UPHOLSTERY
Upholstery Selection	.WP	Whisper Vinyl
UPH: Whisper Vinyl	38	COLOR: Elephant
Select Frame	.T	Frame: Black

7	HON	9	HCT29MX	\$494.00	\$192.66	\$1,733.94
Arrange Seated Height X-base for 36" Surfaces						

Endorse Frame Opt	.BLCK	Textured Black
-------------------	-------	----------------

8	HON	9	HCTSQR36	\$327.00	\$127.53	\$1,147.77
Arrange Table 36" Square Top						

Grommet Selection	.N	No Grommet
Select Grade	\$(L1STD)	Grd L1 Standard Laminates
Select Laminate Finish	.K9	LAM: Canyon Zephyr
Select Edgeband Color	.R	EDGE: Greige

Subtotal	\$10,449.27
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LOUNGE 119

9	GLB	2	8481	\$2,192.00	\$942.56	\$1,885.12
ORION, 29"w x 31"d x 34.5"h, Lounge Chair, Std w/ Wood Armcaps, Std w/ Wood Legs, GLOBAL SEATING USA						

Single Fabric Upholstered Selection (Orion)	~09	Grade 09
Orion Grade 09 Fabrics	...	Skipped Option
Armcap Options (Required)	A-AAM	M-Absolute Acajou (AAM), Wood Armcap
Wood Leg Finish Options (Required)	AA	F-Absolute Acajou, Wood Legs [AAM]

10	GLB	1	8483	\$4,769.00	\$2,050.67	\$2,050.67
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Proposal
Quote # 18-301DL-R5

Date: 7/3/2018

*****BUDGET PRICING*****

Order Notes:
Send Purchase Orders to
furniturepo@gatewayp.com

				List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
Item	MFG	Qty	Product			
			ORION, 71"w x 31"d x 34.5"h, 3 Seat Sofa, Std w/ Wood Armcaps, Std w/ Wood Legs, GLOBAL SEATING USA			
			Single Fabric Upholstered Selection (Orion)	~09	Grade 09	
			Orion Grade 09 Fabrics	...	Skipped Option	
			Armcap Options (Required)	A-AAM	M-Absolute Acajou (AAM), Wood Armcap	
			Wood Leg Finish Options (Required)	AA	F-Absolute Acajou, Wood Legs [AAM]	
11	GLB	2	3374-W 22"d x 22"w x 17"h, Wood veneer top end table, DAWSON TABLES		\$1,015.00	\$436.45 \$872.90
			Dawson Frame & Edge Finishes	AA	F-(AAM) Absolute Acajou	
12	GLB	1	3376-W 22"d x 42"w x 15"h, Wood veneer top coffee table, DAWSON TABLES		\$1,424.00	\$612.32 \$612.32
			Dawson Frame & Edge Finishes	AA	F-(AAM) Absolute Acajou	
Subtotal						\$5,421.01

MULTI PURPOSE 101

13	HON	60	HIGS6DF Ignition 2 Multi-purp Stack Chair,Four Leg,Dual Fab		\$539.00	\$210.21 \$12,612.60
			Select Arm Type	.F	Arm: Fixed	
			Select Caster/Glide Option	.E	Nylon Glide	
			Select Back	.U	Back: Upholstered	
			Select Back Upholstery	\$(1)	Gr 1 UPH	
			Upholstery Selection	.OP	Optic	
			UPH: Optic	~	Undecided FABRIC Option	
			Select Seat Upholstery	\$(2)	GRADE: II UPHOLSTERY	
			Upholstery Selection	.WP	Whisper Vinyl	
			UPH: Whisper Vinyl	38	COLOR: Elephant	
			Select Frame	.T	Frame: Black	
14	HON	10	HCT29LX Arrnge Seated Hght X-base for 42-48" Srfc		\$543.00	\$211.77 \$2,117.70
			Endorse Frame Opt	.BLCK	Textured Black	
15	HON	10	HCTRND48		\$444.00	\$173.16 \$1,731.60



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Maxwell Center

JESSICA HUGHEY
Senior Services Supervisor
610 E. San Augustine
Deer Park TX 77536

Proposal
Quote # 18-301DL-R5

Date: 7/3/2018

*****BUDGET PRICING*****

Order Notes:

**Send Purchase Orders to
furniturepo@gatewayp.com**

Item	MFG	Qty	Product	List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
Arrange Table 48" Round Top						

Grommet Selection	.N	No Grommet
Select Grade	\$(L1STD)	Grd L1 Standard Laminates
Select Laminate Finish	.K9	LAM: Canyon Zephyr
Select Edgeband Color	.R	EDGE: Greige

Subtotal \$16,461.90

OFFICE 124

16	HON	1	HNL3066RPRF	\$1,529.00	\$596.31	\$596.31
66x30x29-1/2 Rt Ped Desk rect top flush mod						

Select Edge Detail	.G	Smooth, Flat
Edgeband Color Selection	LOFT	Loft
Select Handle Detail	.B	Cylinder/Black
Select Grommet Color	.T1	Color: Platinum
Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
Grade 1 Laminate Selection	.LOFT	LAM: Loft
Select Chassis Laminate Color	\$(L2STD)	Grd L2 Standard Laminates
Grd 2 Laminate Selection	.LPT1	LAM: Portico Teak
Select Front Color	\$(L2STD)	Grd L2 Standard Laminates
Grd 2 Laminate Selection	.LPT1	LAM: Portico Teak

17	HON	1	HNL2442LP	\$970.00	\$378.30	\$378.30
42x24x29-1/2 Return Lf						

Select Edge Detail	.G	Smooth, Flat
Edgeband Color Selection	LOFT	Loft
Select Handle Detail	.B	Cylinder/Black
Select Grommet Color	.T1	Color: Platinum
Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
Grade 1 Laminate Selection	.LOFT	LAM: Loft
Select Chassis Laminate Color	\$(L2STD)	Grd L2 Standard Laminates
Grd 2 Laminate Selection	.LPT1	LAM: Portico Teak
Select Front Color	\$(L2STD)	Grd L2 Standard Laminates
Grd 2 Laminate Selection	.LPT1	LAM: Portico Teak



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Proposal
Quote # 18-301DL-R5

Date: 7/3/2018

*****BUDGET PRICING*****

Order Notes:
Send Purchase Orders to
furniturepo@gatewayp.com

Item	MFG	Qty	Product	List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
18	HON	1	HNL242465TLL 24x24x64-3/4 Tower ff lam drs wardrobe Lf	\$2,156.00	\$840.84	\$840.84
			Select Handle Detail .B Cylinder/Black			
			Select Chassis Color \$(L1STD) Grd L1 Standard Laminates			
			Select Chassis Color .LOFT LAM: Loft			
			Select Front Color \$(L2STD) Grd L2 Standard Laminates			
			Grd 2 Laminate Selection .LPT1 LAM: Portico Teak			
19	HON	2	HIGS6 Ignition Guest/Multi-Purpose Chair Four-Leg Stacking	\$482.00	\$187.98	\$375.96
			Select Arm Type .F Arm: Fixed			
			Select Caster/Glide Option .E Glide			
			Select Back .U Back: Upholstered			
			Select Upholstery \$(2) GRADE: II UPHOLSTERY			
			Upholstery Selection .WP Whisper Vinyl			
			UPH: Whisper Vinyl 38 COLOR: Elephant			
			Select Frame .T Frame: Black			
20	KII	1	ALTMAA Altus Mesh Chair,Adjustable Arms,Upholstered	\$1,310.00	\$607.84	\$607.84
			Base /P Black plastic base			
			Casters /S Hard floor casters			
			Headrest Option /NHR No headrest			
			Lumbar Support /LS Lumbar support			
			Altus Upholstery /NFR Compliance to TB 117-2013			
			Altus Upholstery A1L Upholstery Altus Grade A1 Leather			
			A1L Fabric A1UPHLAL A1L ALTUS			
			A1L ALTUS /A1L1 BLACK LEATHER			
			Altus Mesh /MBL Black (standard)			
Subtotal						\$2,799.25

OFFICE 125

21	HON	1	HNL233628PSL 36Wx23-1/8Dx28-1/2H Shelf/Box/Box/Lat File Ped	\$1,241.00	\$483.99	\$483.99
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PRINTING • OFFICE SUPPLIES • OFFICE FURNITURE

14803 Bulverde Rd
San Antonio, Texas 78247

Donna Lange

dmlange@vescolp.com

PH: (281) 842-1877 FAX:

Maxwell Center
JESSICA HUGHEY
Senior Services Supervisor
610 E. San Augustine
Deer Park TX 77536

Proposal
Quote # 18-301DL-R5

Date: 7/3/2018

*****BUDGET PRICING*****

Order Notes:
Send Purchase Orders to
furniturepo@gatewayp.com

				List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
Item	MFG	Qty	Product			
			Select Handle Detail .B Cylinder/Black			
			Select Grommet Color .X No Grommet			
			Select Chassis Color \$(L2STD) Grd L2 Standard Laminates			
			Grd 2 Laminate Selection .LPT1 LAM: Portico Teak			
			Select Front Color \$(L2STD) Grd L2 Standard Laminates			
			Grd 2 Laminate Selection .LPT1 LAM: Portico Teak			
22	HON	1	HNL242465TLL	\$2,156.00	\$840.84	\$840.84
			24x24x64-3/4 Tower ff lam drs wardrobe Lf			
			Select Handle Detail .B Cylinder/Black			
			Select Chassis Color \$(L1STD) Grd L1 Standard Laminates			
			Select Chassis Color .LOFT LAM: Loft			
			Select Front Color \$(L2STD) Grd L2 Standard Laminates			
			Grd 2 Laminate Selection .LPT1 LAM: Portico Teak			
23	HON	1	HNLRC2460	\$297.00	\$115.83	\$115.83
			60W x 24D Rectangle Worksurface			
			Select Edge Detail .G Smooth, Flat			
			Edgeband Color Selection LOFT Loft			
			Select Grommet Color .P Color: Black			
			Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates			
			Grade 1 Laminate Selection .LOFT LAM: Loft			
24	HON	1	HNLMP6028	\$250.00	\$97.50	\$97.50
			60W x 27-7/8H Modesty / Back Panel			
			Select Grommet Color .P Color: Black			
			Select Laminate Color \$(L2STD) Grd L2 Standard Laminates			
			Grd 2 Laminate Selection .LPT1 LAM: Portico Teak			
25	HON	1	HNL3066LPRF	\$1,549.00	\$604.11	\$604.11
			66x30x29-1/2 Lf Ped Desk rect top flush mod			
			Select Edge Detail .G Smooth, Flat			
			Edgeband Color Selection LOFT Loft			
			Select Handle Detail .B Cylinder/Black			
			Select Grommet Color .P Color: Black			
			Select Top Laminate Color \$(L2STD) Grd L2 Standard Laminates			



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Proposal
Quote # 18-301DL-R5

Date: 7/3/2018

*****BUDGET PRICING*****

Order Notes:
Send Purchase Orders to
furniturepo@gatewayp.com

			<i>List Price: Sell Price: Sell Price:</i>		
			<i>Per Unit Per Unit Extended</i>		
Item	MFG	Qty Product			
		Grd 2 Laminate Selection .LPT1 LAM: Portico Teak			
		Select Chassis Laminate Color \$(L2STD) Grd L2 Standard Laminates			
		Grd 2 Laminate Selection .LPT1 LAM: Portico Teak			
		Select Front Color \$(L2STD) Grd L2 Standard Laminates			
		Grd 2 Laminate Selection .LPT1 LAM: Portico Teak			
26	HON	2 HIGS6	\$482.00	\$187.98	\$375.96
		Ignition Guest/Multi-Purpose Chair Four-Leg Stacking			
		Select Arm Type .F Arm: Fixed			
		Select Caster/Glide Option .E Glide			
		Select Back .U Back: Upholstered			
		Select Upholstery \$(2) GRADE: II UPHOLSTERY			
		Upholstery Selection .WP Whisper Vinyl			
		UPH: Whisper Vinyl 38 COLOR: Elephant			
		Select Frame .T Frame: Black			
27	KII	1 ALTMAA	\$1,310.00	\$607.84	\$607.84
		Altus Mesh Chair,Adjustable Arms,Upholstered			
		Base /P Black plastic base			
		Casters /S Hard floor casters			
		Headrest Option /NHR No headrest			
		Lumbar Support /LS Lumbar support			
		Altus Upholstery /NFR Compliance to TB 117-2013			
		Altus Upholstery A1L Upholstery Altus Grade A1 Leather			
		A1L Fabric A1UPHLAL A1L ALTUS			
		A1L ALTUS /A1L1 BLACK LEATHER			
		Altus Mesh /MBL Black (standard)			
			Subtotal		\$3,126.07
STORAGE 109					
28	HON	4 H9173A	\$1,191.00	\$416.85	\$1,667.40
		Flagship 30W 3-Drw "A" Pull Lateral 30W 39-1/8H 18D			
		Lock/Omt Opts .L Standard Random Key Lock			
		Select Paint Color \$(CORE) PAINT: Select Core Paint			



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BUDGET PRICING

Maxwell Center
JESSICA HUGHEY
Senior Services Supervisor
610 E. San Augustine
Deer Park TX 77536

Proposal
Quote # 18-301DL-R5

Date: 7/3/2018

Order Notes:
Send Purchase Orders to
furniturepo@gatewayp.com

Item	MFG	Qty	Product	List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
			Select Paint	.P	PAINT: Black	
29	HON	4	H919466 66Wx18D Square Edge Laminate Top For Lateral File	\$758.00	\$265.30	\$1,061.20
			Select Laminate	\$(L2STD)	Grd L2 Standard Laminates	
			Grd 2 Laminate Selection	.LPT1	LAM: Portico Teak	
30	HON	2	HFSC183640A Flagship Stg Cab 39 1/8Hx36Wx18D A Pulls&2 Adj Shlf	\$1,003.00	\$351.05	\$702.10
			Lock/Omt Opts	.L	Standard Random Key Lock	
			Select Paint Color	\$(CORE)	PAINT: Select Core Paint	
			Select Paint	.P	PAINT: Black	
31	HON	2	HFSC183640W Flagship Bookcase 3-shelf 36"W x 18"D x 39-1/8"H	\$810.00	\$283.50	\$567.00
			Select Paint Color	\$(CORE)	PAINT: Select Core Paint	
			Select Paint	.P	PAINT: Black	
32	HON	5	HFSC183664A Flagship Stg Cab 64 1/4Hx36Wx18D A Pulls&4 Adj Shlf	\$1,463.00	\$512.05	\$2,560.25
			Lock/Omt Opts	.L	Standard Random Key Lock	
			Select Paint Color	\$(CORE)	PAINT: Select Core Paint	
			Select Paint	.P	PAINT: Black	
33	HON	7	HFMSC186430RWB Modular Storage Cabinet 18"D x 64 1/4"H x 30"W	\$1,676.00	\$586.60	\$4,106.20
			Lock Opts	.L	Standard Random Key Lock	
			Select Paint Color	\$(CORE)	PAINT: Select Core Paint	
			Select Paint	.P71	PAINT: Black	
			Glide: Option	.G	Glide	
Subtotal					\$10,664.15	
ZINSTALL						
34	ZGW	1	ZINSTALL	\$0.00	\$8,620.00	\$8,620.00



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Deer Park TX 77536

Proposal
Quote # 18-301DL-R5

Date: 7/3/2018

Order Notes:

**Send Purchase Orders to
furniturepo@gatewayp.com**

Item	MFG	Qty	Product	List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
			TO RECEIVE, DELIVER & INSTALL DURING NORMAL BUSINESS HOURS 8-5			
					Subtotal	\$8,620.00
			TAX	\$0.00	\$6,808.10	\$6,808.10
Total:						\$89,330.47

ORDER NOTES:

HON Buyboard Supply Schedule
Manufacturer: HON
BUYBOARD Contract #: 503-16
INCLUDE CONTRACT# AND YOUR AGENCY# ON PO
ISSUE PO TO:
The Hon Company
c/o Gateway
200 Oak Street
Muscatine, IA 52761
Vendor ID: 14214914740
Lead time: 4-6 weeks

Global Vizient Purchasing Agreement Contract
Manufacturer: Global Industries
Global Contract #: CE0313
INCLUDE CONTRACT# AND YOUR AGENCY# ON PO
ISSUE PO TO:
Global
c/o Gateway
17 West Stow Road
PO Box 562
Marlton, NJ 08053
Lead time: 4-6 weeks

KI NJPA CONTRACT
Manufacturer: KI
NJPA Contract #: 03715-KII
Order From: KI



14803 Bulverde Rd
San Antonio, Texas 78247

Donna Lange

dmlange@vescolp.com

PH: (281) 842-1877 FAX:

*****BUDGET PRICING*****

Maxwell Center

JESSICA HUGHEY
Senior Services Supervisor
610 E. San Augustine
Deer Park TX 77536

Proposal
Quote # 18-301DL-R5

Date: 7/3/2018

Order Notes:

**Send Purchase Orders to
furniturepo@gatewayp.com**

List Price: **Sell Price:** **Sell Price:**
Per Unit **Per Unit** **Extended**

Item MFG Qty Product

Special Instructions:

Gateway is pleased to provide this pricing for your consideration. Proposal valid for 30 days.

Please view the detailed list of product in this proposal. Delivery and Installation during regular

business hours, Monday through Friday 8AM to 5PM, unless noted otherwise.

Please note: A deposit is required on all furniture orders prior to order placement.

This proposal contains **Special Order** items that are **Not Returnable**.

Once an order is placed, cancellations are **Not Allowed**.

Estimated leadtime is 4-6 weeks, subject to the manufactures production / shipping schedule.

Your signature below indicates your approval to order the items listed on this proposal.

Purchase Order: _____

Signature: _____

Date: _____

Print Name: _____



Legislation Details (With Text)

File #: ORD 18-052 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 6/28/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Consideration of and action on an ordinance calling two public hearings on the Juvenile's Curfew.
Sponsors: Police
Indexes:
Code sections:
Attachments: [Hearing-Juvenile Curfew Ordinance on Aug 7 and 21 of 2018-07-2018](#)

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Consideration of and action on an ordinance calling two public hearings on the Juvenile's Curfew.

Summary:

The City of Deer Park has to review the juvenile curfew ordinance every three (3) years, which is set to expire in August. The Police Department has reviewed the ordinance and recommends Council renew adoption of this ordinance for an additional three (3) year period. Per State law, prior to adoption, Council must hold two (2) public hearings in which Council takes steps to, "review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy." With this ordinance, the Council is calling for the two public hearings. They will take place on Tuesday, August 7, 2018 and August 21, 2018 at 7:30 p.m. in Council Chambers.

Fiscal/Budgetary Impact:

N/A

Approve ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DEER PARK SETTING DATES AND TIMES FOR PUBLIC HEARINGS ON THE CITY'S JUVENILE CURFEW ORDINANCE; AND DECLARING AN EMERGENCY.

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

I.

“Pursuant to the provisions of Section 370.002 of the Local Government Code, the City Council of the City of Deer Park, Texas, has called, and does hereby call, Public Hearings to be held on the 7th day of August, 2018, at 7:30 o'clock p.m. and on the 21st day of August, 2018 at 7:30 o'clock p.m. in the City Council Chamber at the City Hall of said City at 710 E. San Augustine Street in said City, at which time and place they will hear all persons desiring to be heard on or in connection with any matter or questions involving the extension or modification of the Juvenile Curfew Ordinance.”

II.

The City Secretary is hereby directed to give notice of said hearings to the public as required by law.

III.

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.

IV.

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare in that the Juvenile Curfew Ordinance be reviewed at the earliest possible moment to comply with State Law, 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 18-049 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 6/22/2018 **In control:** City Council

On agenda: 7/10/2018 **Final action:**

Title: Consideration of and action on an ordinance amending the Fiscal Year 2017-2018 Budget for the Information Technology Services Department.

Sponsors: City Manager's Office

Indexes:

Code sections:

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

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Consideration of and action on an ordinance amending the Fiscal Year 2017-2018 Budget for the Information Technology Services Department.

Summary: In 2010, City Council approved the purchase of a Cisco (VOIP) phone system through a 5-year lease purchase agreement for a total cost of \$540,000.00. That phone system is now eight years old and is no longer supported or serviced by Cisco. The City is requesting authorization to fund a refresh on this equipment to (1) extend vendor support, (2) expand capacity, (3) add functionality, and (4) lower maintenance costs. Staff recommends a lease-purchase of the newer equipment for the Cisco (VOIP) phone system refresh from NWN Corporation for a total cost of \$227,896.30 under Texas Department of Information Resources (DIR) contract DIR-TSO-2542. This purchase will bring the Cisco (VOIP) phone system up-to-date and will include the necessary service and support by Cisco. An amount of \$50,000 is included in the Fiscal Year 2017-2018 Information Technology Services Department budget to fund the first year of the lease-purchase financing for this equipment.

Because the accounting for the first year of lease purchase financing must now reflect an expenditure for the total purchase price of the asset, it is necessary to amend the Fiscal Year 2017-2018 Budget for the total cost of the Cisco (VOIP) phone system refresh. This expenditure will be offset by a revenue entry to record proceeds from the capital lease. While these offsetting entries do not affect the fund balance, the total equipment cost, not being budgeted, creates a variance on the expenditure side. A budget amendment in the amount of \$227,900.00 is necessary to cover the increase in expenditures related to the lease purchase financing for the Cisco (VOIP) phone system refresh during Fiscal Year 2017-2018, to be funded from the proceeds from the capital lease recorded as revenue in the General Fund.

Fiscal/Budgetary Impact:

Include \$227,900.00 in the General Fund, Information Technology Services Department (Account No. 10-200-4904, Machinery & Equipment) to be funded from the proceeds from the capital lease.

Approve the ordinance amending the Fiscal Year 2017-2018 Budget for the Information Technology Services Department.

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 Information Technology Services budget for the fiscal year ending September 30, 2018 included funding for the first year of lease purchase financing for the new Cisco (VOIP) phone system refresh for the City.

III.

That the accounting for the first year of lease purchase financing must now reflect as an expenditure the total purchase price of the asset, such expenditure to be offset by a revenue entry to record proceeds from the capital lease.

IV.

That it is necessary to amend the Information Technology Services budget for the fiscal year ending September 30, 2018 to appropriate an additional \$227,900.00 to fully reflect the total purchase price of the new Cisco (VOIP) phone system refresh for the City.

V.

That the funding for the amendment to the expenditures of the adopted budget of Information Technology Services will include the amount of \$227,900.00 from the proceeds from the capital lease in the General Fund.

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 #: PUR 18-021 **Version:** 1 **Name:**

Type: Purchase **Status:** Agenda Ready

File created: 6/28/2018 **In control:** City Council

On agenda: 7/10/2018 **Final action:**

Title: Consideration of and action on authorization to lease-purchase equipment for Cisco (VOIP) phone system refresh under Texas Department of Information Resources (DIR) contract DIR-TSO-2542.

Sponsors:

Indexes:

Code sections:

Attachments: [6-27-18 City of Deer Park Collaboration System 8x Upgrade](#)

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Consideration of and action on authorization to lease-purchase equipment for Cisco (VOIP) phone system refresh under Texas Department of Information Resources (DIR) contract DIR-TSO-2542.

In 2010, Council approved the purchase of a Cisco (VOIP) phone system through a five (5) year lease-purchase agreement for a total cost of \$540,000.00. The system is now eight (8) years old and staff is requesting a refresh on equipment to extend vendor support, expand capacity, add functionality and lower maintenance cost. The current system is no longer supported or serviced by Cisco.

Summary:

The Information Technology Department is requesting to purchase Cisco (VOIP) phone system equipment from NWN Corporation for the refresh at a total cost of \$227,896.30. This purchase will bring the Cisco (VOIP) phone system up to date and includes service and support by Cisco.

Fiscal/Budgetary Impact:

The total cost is \$227,896.30 for the phone system refresh and would be financed through a five (5) year lease-purchase. An amount of \$50,000 is included in the Fiscal Year 2017-2018 Information Technology Department budget under Capital Improvements 10-200-4908 to fund the first year of the lease-purchase financing for this equipment.

Staff recommends purchasing the equipment from NWN Corporation to refresh the phone system.

PROPOSAL QUOTE SHEET

**4802 N. Sam Houston Parkway West
Suite 500
Houston, TX 77086**

**281-983-9955 Phone
281-983-5599 Fax**



Cisco CSR 11 Upgrade - Hardware & Software						
Client:	City of Deer Park	Issue Date:	6/27/2018			
Client Address 1:	710 East San Augustine Street	Opportunity #:	OP119542			
Client Address 2:	.	Account Exec:	Marc Friedhoff			
Client City, State, Zip:	Deer Park, TX 77536		mfriedhoff@nwnit.com			
Attn:	Darly Denzer		281-433-6999			
Phone:	281-478-2033		DIR-TSO-2542			
email:	ddenzer@deerparktx.org	Version:	4.10			
Product Number	Description	Qty	List Price	Unit Price	Extended Price	
Section 1 - Hardware (Customer Owned OR NWN Owned [aaS]) and Software (CUSTOMER OWNED ONLY)						
Group Name: Library						
C1-CISCO4321/K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	1	1,995.00	\$1,296.75	\$	1,296.75
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$	1,105.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	\$0.00	\$	-
C1AUPISR4320SK9	Cisco ONE Advanced UC Perpetual License ISR 4321	1	1,100.00	\$715.00	\$	715.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$	-
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$	325.00
NIM-2FXSP	2-Port Network Interface Module - FXS, FXS-E and DID	1	500.00	\$325.00	\$	325.00
Group Name: City Hall						
BE6H-M5-K9	Cisco Business Edition 6000H (M5) Appliance, Export Restr SW	1	22,000.00	\$14,300.00	\$	14,300.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	0.00	\$0.00	\$	-
VMW-VS6-HYPPLS-K9	Embedded License, Cisco UC Virt. Hypervisor Plus 6.x (2-cpu)	1	0.00	\$0.00	\$	-
UCSC-PSU1-770W=	Redundant BE6K Server Power Supply - Cisco UCS 770W AC Power Supply for Rack Server	1	699.00	\$454.35	\$	454.35
CAB-9K12A-NA=	Power Cord for Redundant BE6K Server Power Supply, 125VAC 13A NEMA 5-15 Plug, North America	1	25.00	\$16.25	\$	16.25
C1-CISCO4331/K9	Cisco ONE ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)	1	3,300.00	\$2,145.00	\$	2,145.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	0.00	\$0.00	\$	-
C1AUPISR4330SK9	Cisco ONE Advanced UC Perpetual License ISR 4331	1	1,700.00	\$1,105.00	\$	1,105.00
SRST-EP	Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	43	30.00	\$19.50	\$	838.50
NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	1	1,430.00	\$929.50	\$	929.50
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$	1,105.00
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$	325.00
NIM-4FXSP	4-Port Network Interface Module - FXS, FXS-E and DID	1	1,000.00	\$650.00	\$	650.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$	-
SM-X-NIM-ADPTR	SM-X Adapter for one NIM module for Cisco 4000 Series ISR	1	500.00	\$325.00	\$	325.00
C1-CUBEE-STD	Cisco ONE license for CUBE Standard Single Session	15	80.00	\$52.00	\$	780.00
Group Name: Court/Theater						
C1-CISCO4321/K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	1	1,995.00	\$1,296.75	\$	1,296.75
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$	1,105.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	\$0.00	\$	-
C1AUPISR4320SK9	Cisco ONE Advanced UC Perpetual License ISR 4321	1	1,100.00	\$715.00	\$	715.00

PROPOSAL QUOTE SHEET

Product Number	Description	Qty	List Price	Unit Price	Extended Price
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$ 325.00
NIM-4FXSP	4-Port Network Interface Module - FXS, FXS-E and DID	1	1,000.00	\$650.00	\$ 650.00
Group Name: Fire Station 3					
C1-CISCO4331/K9	Cisco ONE ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)	1	3,300.00	\$2,145.00	\$ 2,145.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	0.00	\$0.00	\$ -
C1AUPISR4330SK9	Cisco ONE Advanced UC Perpetual License ISR 4331	1	1,700.00	\$1,105.00	\$ 1,105.00
NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	1	1,430.00	\$929.50	\$ 929.50
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$ 1,105.00
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$ 325.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
SM-X-NIM-ADPTR	SM-X Adapter for one NIM module for Cisco 4000 Series ISR	1	500.00	\$325.00	\$ 325.00
NIM-2FXSP	2-Port Network Interface Module - FXS, FXS-E and DID	1	500.00	\$325.00	\$ 325.00
C1-CUBEE-STD	Cisco ONE license for CUBE Standard Single Session	15	80.00	\$52.00	\$ 780.00
Group Name: Luella					
C1-CISCO4321/K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	1	1,995.00	\$1,296.75	\$ 1,296.75
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$ 1,105.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	\$0.00	\$ -
C1AUPISR4320SK9	Cisco ONE Advanced UC Perpetual License ISR 4321	1	1,100.00	\$715.00	\$ 715.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$ 325.00
SRST-EP	Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	7	30.00	\$19.50	\$ 136.50
VG202XM	Cisco VG202XM Analog Voice Gateway	1	795.00	\$516.75	\$ 516.75
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	0.00	\$0.00	\$ -
Group Name: Maxwell					
C1-CISCO4321/K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	1	1,995.00	\$1,296.75	\$ 1,296.75
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$ 1,105.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	\$0.00	\$ -
C1AUPISR4320SK9	Cisco ONE Advanced UC Perpetual License ISR 4321	1	1,100.00	\$715.00	\$ 715.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$ 325.00
Group Name: Police Station					
BE6H-M5-K9	Cisco Business Edition 6000H (M5) Appliance, Export Restr SW	1	22,000.00	\$14,300.00	\$ 14,300.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	0.00	\$0.00	\$ -
VMW-VS6-HYPPLS-K9	Embedded License, Cisco UC Virt. Hypervisor Plus 6.x (2-cpu)	1	0.00	\$0.00	\$ -
UCSC-PSU1-770W=	Redundant BE6K Server Power Supply - Cisco UCS 770W AC Power Supply for Rack Server	1	699.00	\$454.35	\$ 454.35
CAB-9K12A-NA=	Power Cord for Redundant BE6K Server Power Supply, 125VAC 13A NEMA 5-15 Plug, North America	1	25.00	\$16.25	\$ 16.25
C1-CISCO4331/K9	Cisco ONE ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)	1	3,300.00	\$2,145.00	\$ 2,145.00

PROPOSAL QUOTE SHEET

Product Number	Description	Qty	List Price	Unit Price	Extended Price
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	0.00	\$0.00	\$ -
C1AUPISR4330SK9	Cisco ONE Advanced UC Perpetual License ISR 4331	1	1,700.00	\$1,105.00	\$ 1,105.00
NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	1	1,430.00	\$929.50	\$ 929.50
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$ 1,105.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
SM-X-NIM-ADPTR	SM-X Adapter for one NIM module for Cisco 4000 Series ISR	1	500.00	\$325.00	\$ 325.00
C1-CUBEE-STD	Cisco ONE license for CUBE Standard Single Session	15	80.00	\$52.00	\$ 780.00
PVDM4-32U64	PVDM4 32-channel to 64-channel factory upgrade	1	1,600.00	\$1,040.00	\$ 1,040.00
SRST-EP	Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	66	30.00	\$19.50	\$ 1,287.00
NIM-4FXSP	4-Port Network Interface Module - FXS, FXS-E and DID	1	1,000.00	\$650.00	\$ 650.00
Group Name: Water Treatment					
C1-CISCO4321/K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	1	1,995.00	\$1,296.75	\$ 1,296.75
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$ 1,105.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	\$0.00	\$ -
C1AUPISR4320SK9	Cisco ONE Advanced UC Perpetual License ISR 4321	1	1,100.00	\$715.00	\$ 715.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$ 325.00
Group Name: Waste Water Treatment					
C1-CISCO4321/K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	1	1,995.00	\$1,296.75	\$ 1,296.75
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$ 1,105.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	\$0.00	\$ -
C1AUPISR4320SK9	Cisco ONE Advanced UC Perpetual License ISR 4321	1	1,100.00	\$715.00	\$ 715.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$ 325.00
NIM-2FXSP	2-Port Network Interface Module - FXS, FXS-E and DID	1	500.00	\$325.00	\$ 325.00
Group Name: Fire Station 2					
C1-CISCO4321/K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	1	1,995.00	\$1,296.75	\$ 1,296.75
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$ 1,105.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	\$0.00	\$ -
C1AUPISR4320SK9	Cisco ONE Advanced UC Perpetual License ISR 4321	1	1,100.00	\$715.00	\$ 715.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$ 325.00
Group Name: Fire Station 1					
VG202XM	Cisco VG202XM Analog Voice Gateway	1	795.00	\$516.75	\$ 516.75
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	0.00	\$0.00	\$ -
Group Name: Community Center					
C1-CISCO4321/K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	1	1,995.00	\$1,296.75	\$ 1,296.75
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$ 1,105.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	\$0.00	\$ -
C1AUPISR4320SK9	Cisco ONE Advanced UC Perpetual License ISR 4321	1	1,100.00	\$715.00	\$ 715.00

PROPOSAL QUOTE SHEET

Product Number	Description	Qty	List Price	Unit Price	Extended Price
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$ 325.00
NIM-2FXSP	2-Port Network Interface Module - FXS, FXS-E and DID	1	500.00	\$325.00	\$ 325.00
SRST-EP	Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	7	30.00	\$19.50	\$ 136.50
Group Name: Licensing					
R-CBE6K-K9	Cisco Business Edition 6000-Electronic SW Delivery-Top Level	1	0.00	\$0.00	\$ -
BE6K-SW-11.5	Business Edition 6000 v11.5 export restricted software	1	0.00	\$0.00	\$ -
BE6K-START-UWL35	BE6000 Starter Bundle with 35 UWL Standard Licenses	1	1,000.00	\$650.00	\$ 650.00
UCXN	Migrating from Unity Connection Standalone to CUWL	1	0.00	\$0.00	\$ -
UPG-6K-STD	BE6000 CUWL Standard - SW Upgrade	315	130.00	\$84.50	\$ 26,617.50
UC-8.X-OR-EARLIER	Version 8.x or Earlier	1	0.00	\$0.00	\$ -
BE6K-UCL-ESS	Cisco Business Edition 6000 - Essential User Connect License	4	40.00	\$26.00	\$ 104.00
BE6K-UCL-ENH	Cisco Business Edition 6000 - Enhanced User Connect License	4	210.00	\$136.50	\$ 546.00
EMRGNCY-RSPNDR	Emergency Responder Electronic or Physical Software Delivery	1	0.00	\$0.00	\$ -
ER-NEW-OR-ADDON	Not an upgrade	1	0.00	\$0.00	\$ -
ER11-USR-1	EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X SYSTEM	222	20.00	\$13.00	\$ 2,886.00
ER11.5-SW-K9	EMRGNCY RSPNDR 11.5 SW NEW	1	0.00	\$0.00	\$ -
Group Name: Phones					
CP-8841-K9=	Cisco IP Phone 8841	50	515.00	\$334.75	\$ 16,737.50
CP-8851-K9=	Cisco IP Phone 8851	5	615.00	\$399.75	\$ 1,998.75
CP-BEKEM=	Cisco IP Phone 8800 Key Expansion Module	5	490.00	\$318.50	\$ 1,592.50
Group Name: POE Switching					
WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	3	3,195.00	\$2,076.75	\$ 6,230.25
CAB-16AWG-AC	AC Power cord, 16AWG	3	0.00	\$0.00	\$ -
WS-C3650-48PS-L	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink LAN Base	1	7,600.00	\$4,940.00	\$ 4,940.00
CAB-TA-NA	North America AC Type A Power Cable	2	0.00	\$0.00	\$ -
PWR-C2-640WAC/2	640W AC Config 2 Secondary Power Supply	1	1,200.00	\$780.00	\$ 780.00
PWR-RPS2300	Cisco Redundant Power System 2300 and Blower, No Power Supply	1	1,200.00	\$780.00	\$ 780.00
CAB-L620P-C13-US	Power Cord, 250VAC, 15A, NEMA L6-20 to C13, US	2	0.00	\$0.00	\$ -
CAB-RPS2300-E	RPS Cable for Cat 3K-E, 2960 PoE Switches and ISR G2 Routers	1	0.00	\$0.00	\$ -
C3K-PWR-1150WAC	Catalyst 3750-E / 3560-E 1150WAC power supply	2	1,495.00	\$971.75	\$ 1,943.50
CAB-RPS2300-E=	Spare RPS Cable for Cat 3K-E, 2960 PoE Switches and ISR G2	2	150.00	\$97.50	\$ 195.00
Group Name: IP Paging					
WL-SPKR-22-INF-1	Wahsega One-Classroom 2x2 Ceiling Speaker with InformaCast and SIP	4	\$349.00	\$314.10	\$ 1,256.40
				\$0.00	\$ -
				\$0.00	\$ -
				\$0.00	\$ -
NWN Delivery		0	\$0.00	\$0.00	\$ -
Section 1 Hardware & Software Subtotal					\$ 151,873.10
Section 2 - Annual Manufacturing Maintenance OR Software as a Service (SaaS) - [Microsoft / VMware / Citrix]					
IF SELLING aaS, ALL					
Group Name: Library					

PROPOSAL QUOTE SHEET

Product Number	Description	Qty	List Price	Unit Price	Extended Price
CON-SNT-C14321K9	SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	209.97	\$180.57	\$ 180.57
CON-ECMU-C1A4320S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	230.97	\$198.63	\$ 198.63
Group Name: City Hall					
CON-SNT-BE6HM5K9	SNTC-8X5XNBD Cisco Business Edition 6000H (M5) Applia Start Date 01-Aug-2018 End Date 22-Nov-2019	1	477.69	\$410.81	\$ 410.81
CON-SNT-C14331K9	SNTC-8X5XNBD C1 ISR 4331 (2GE,2NIM,1SM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	346.45	\$297.95	\$ 297.95
CON-ECMU-C1A4330S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4331 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	356.95	\$306.98	\$ 306.98
CON-ECMU-SRSTGTEP	SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License Start Date 01-Aug-2018 End Date 22-Nov-2019	43	5.25	\$4.52	\$ 194.36
CON-ECMU-C1CUBEES	SWSS UPGRADES Cisco ONE license for CUBE Standard Si Start Date 01-Aug-2018 End Date 22-Nov-2019	15	17.06	\$14.67	\$ 220.05
Group Name: Court/Theater					
CON-SNT-C14321K9	SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	209.97	\$180.57	\$ 180.57
CON-ECMU-C1A4320S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	230.97	\$198.63	\$ 198.63
Group Name: Fire Station 3					
CON-SNT-C14331K9	SNTC-8X5XNBD C1 ISR 4331 (2GE,2NIM,1SM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	346.45	\$297.95	\$ 297.95
CON-ECMU-C1A4330S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4331 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	356.95	\$306.98	\$ 306.98
CON-ECMU-C1CUBEES	SWSS UPGRADES Cisco ONE license for CUBE Standard Si Start Date 01-Aug-2018 End Date 22-Nov-2019	15	17.06	\$14.67	\$ 220.05
Group Name: Luella					
CON-SNT-C14321K9	SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	209.97	\$180.57	\$ 180.57
CON-ECMU-C1F4320S	SWSS UPGRADES C1 Foundation Perpetual Lic ISR 4321 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	388.45	\$334.07	\$ 334.07
CON-ECMU-SRSTGTEP	SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License Start Date 01-Aug-2018 End Date 22-Nov-2019	7	5.25	\$4.52	\$ 31.64
CON-SU1-VG202XM	IPS SVC, AR NBD Cisco VG202XM Analog Start Date 01-Aug-2018 End Date 22-Nov-2019	1	187.66	\$161.39	\$ 161.39
Group Name: Maxwell					
CON-SNT-C14321K9	SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	209.97	\$180.57	\$ 180.57
CON-ECMU-C1A4320S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	230.97	\$198.63	\$ 198.63
Group Name: Police Station					
CON-SNT-BE6HM5K9	SNTC-8X5XNBD Cisco Business Edition 6000H (M5) Applia Start Date 01-Aug-2018 End Date 22-Nov-2019	1	477.69	\$410.81	\$ 410.81

PROPOSAL QUOTE SHEET

Product Number	Description	Qty	List Price	Unit Price	Extended Price
CON-SNT-C14331K9	SNTC-8X5XNBD C1 ISR 4331 (2GE,2NIM,1SM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	346.45	\$297.95	\$ 297.95
CON-ECMU-C1A4330S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4331 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	356.95	\$306.98	\$ 306.98
CON-ECMU-C1CUBEES	SWSS UPGRADES Cisco ONE license for CUBE Standard Si Start Date 01-Aug-2018 End Date 22-Nov-2019	15	17.06	\$14.67	\$ 220.05
CON-ECMU-SRSTGTGP	SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License Start Date 01-Aug-2018 End Date 22-Nov-2019	66	5.25	\$4.52	\$ 298.32
Group Name: Water Treatment					
CON-SNT-C14321K9	SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	209.97	\$180.57	\$ 180.57
CON-ECMU-C1A4320S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	230.97	\$198.63	\$ 198.63
Group Name: Waste Water Treatment					
CON-SNT-C14321K9	SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	209.97	\$180.57	\$ 180.57
CON-ECMU-C1A4320S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	230.97	\$198.63	\$ 198.63
Group Name: Fire Station 2					
CON-SNT-C14321K9	SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	209.97	\$180.57	\$ 180.57
CON-ECMU-C1A4320S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	230.97	\$198.63	\$ 198.63
Group Name: Fire Station 4					
CON-SU1-VG202XM	IPS SVC, AR NBD Cisco VG202XM Analog Start Date 01-Aug-2018 End Date 22-Nov-2019	1	187.66	\$161.39	\$ 161.39
Group Name: Community Center					
CON-SNT-C14321K9	SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	209.97	\$180.57	\$ 180.57
CON-ECMU-C1A4320S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	230.97	\$198.63	\$ 198.63
CON-ECMU-SRSTGTGP	SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License Start Date 01-Aug-2018 End Date 22-Nov-2019	7	5.25	\$4.52	\$ 31.64
Group Name: Licensing					
CON-ECMU-RCBE6KK	SWSS UPGRADES Cisco Business Editi Start Date 01-Aug-2018 End Date 22-Nov-2019	1	0.00	\$0.00	\$ -
CON-ECMU-BE11WXUR	SWSS UPGRADES BE6000 v11 UWL Standard Starter licenses Start Date 01-Aug-2018 End Date 22-Nov-2019	1	656.16	\$564.30	\$ 564.30
CON-ECMU-UCM11STD	SWSS UPGRADES BE6000 UCM v11 CUWL Start Date 01-Aug-2018 End Date 22-Nov-2019	286	51.18	\$44.01	\$ 12,586.86
CON-ECMU-UCMENHUC	SWSS UPGRADES BE6K UCM 10X Enhance Start Date 01-Aug-2018 End Date 22-Nov-2019	4	31.50	\$27.09	\$ 108.36
CON-ECMU-UCMESSUC	SWSS UPGRADES BE6K UCM 10X Essenti Start Date 01-Aug-2018 End Date 22-Nov-2019	4	6.56	\$5.64	\$ 22.56
CON-ECMU-EMRGNCY	SWSS UPGRADES EMRGNCY RSPNDR Start Date 01-Aug-2018 End Date 22-Nov-2019	1	0.00	\$0.00	\$ -
CON-ECMU-ER11USR1	SWSS UPGRADES EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X Start Date 01-Aug-2018 End Date 22-Nov-2019	312	2.62	\$2.25	\$ 702.00
Group Name: POE Switching					

PROPOSAL QUOTE SHEET

Product Number	Description	Qty	List Price	Unit Price	Extended Price
CON-SNT-WSC224SL	SNTC-8X5XNBD Catalyst 2960-X 24 G Start Date 01-Aug-2018 End Date 22-Nov-2019	3	263.78	\$226.85	\$ 680.55
CON-SNT-WS6548SL	SNTC-8X5XNBD Cisco Catalyst 3650 48 Port PoE 4x1G Upl Start Date 01-Aug-2018 End Date 22-Nov-2019	1	628.61	\$540.60	\$ 540.60
CON-SNT-RPS2300	SNTC-8X5XNBD PWR-RPS2300 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	230.97	\$198.63	\$ 198.63

Group Name: POE
Switching and IP Paging

[illegible]

Section 2 Annual Maintenance & SaaS Subtotal	\$	23,423.20
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Section 3 - Professional Services

NWN Professional Services, as defined in the related Statement of Work Proposal	\$ 52,600.00
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NBlock	Pre-paid funds on account for Product or Services purchases	\$	-
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Section 4 - Optional Products & Services

[illegible]

Subtotal, Optional Items:	\$ -
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Annual Managed Services/nCare Option:

Note: a signed nCare contract is required to establish new services

Subtotals

Hardware and Software Subtotal:	\$	151,873.10
Manufacturer's Maintenance Subtotal:	\$	23,423.20
nCare Managed Services Subtotal:	\$	-
nCare Enablement Fee Subtotal:	\$	-
Professional Services Subtotal:	\$	52,600.00
Optional Products & Services Subtotal:	\$	-
Total Project Investment	\$	227,896.30

Total Project Investment	\$ 227,896.30
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Estimated Taxes

Estimated Shipping

Estimated Tax on Shipping (TX Only)

Signature: _____

Print Name: _____

Title: _____

Date: _____

Total Project Investment including Taxes & Shipping	\$ 227,896.30
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PROPOSAL QUOTE SHEET

Product Number	Description	Qty	List Price	Unit Price	Extended Price
Terms & Conditions					
This quote is valid for 30 days from date of issue. Applicable taxes & freight charges will be applied to the final invoice. All other Terms and Conditions are included in the Master Services Agreement or Proposal document. NWN will invoice customer for hardware, software and maintenance upon shipment from Original Equipment Manufacturer.					



Legislation Details (With Text)

File #:	AUT 18-051	Version:	1	Name:	
Type:	Authorization	Status:		Agenda Ready	
File created:	6/4/2018	In control:		City Council	
On agenda:	7/10/2018	Final action:			
Title:	Consideration of and action on authorization to seek bids to obtain lease-purchasing financing for the refresh of the VoIP Communication System.				
Sponsors:	Finance				
Indexes:					
Code sections:					
Attachments:	6-27-18 City of Deer Park Collaboration System 8x Upgrade				

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Consideration of and action on authorization to seek bids to obtain lease-purchasing financing for the refresh of the VoIP Communication System.

Summary: The Information Technology Department is requesting the purchase of a VOIP telephone system as a replacement for the current telephone system. The equipment will be purchased through the Department of Information Resources (DIR) contract. The \$227,896.30 cost of the telephone system would be financed through a lease-purchase. An amount of \$50,000 is included in the Fiscal Year 2017-2018 Information Technology Department budget to fund the first year of the lease purchase financing for this equipment. The City would like to request bids for various financing options to determine the best alternative to fund this purchase.

Fiscal/Budgetary Impact:

The Fiscal Year 2017-2018 Information Technology Department Budget includes an amount of \$50,000 in Account No. 10-200-4904, Machinery & Equipment, for the first year of the lease payments.

Authorize the City to seek bids to obtain lease-purchase financing for the refresh of the VoIP Communication System.

PROPOSAL QUOTE SHEET

**4802 N. Sam Houston Parkway West
Suite 500
Houston, TX 77086**

**281-983-9955 Phone
281-983-5599 Fax**



Cisco CSR 11 Upgrade - Hardware & Software						
Client:	City of Deer Park	Issue Date:	6/27/2018			
Client Address 1:	710 East San Augustine Street	Opportunity #:	OP119542			
Client Address 2:	.	Account Exec:	Marc Friedhoff			
Client City, State, Zip:	Deer Park, TX 77536		mfriedhoff@nwnit.com			
Attn:	Darly Denzer		281-433-6999			
Phone:	281-478-2033		DIR-TSO-2542			
email:	ddenzer@deerparktx.org	Version:	4.10			
Product Number	Description	Qty	List Price	Unit Price	Extended Price	
Section 1 - Hardware (Customer Owned OR NWN Owned [aaS]) and Software (CUSTOMER OWNED ONLY)						
Group Name: Library						
C1-CISCO4321/K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	1	1,995.00	\$1,296.75	\$	1,296.75
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$	1,105.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	\$0.00	\$	-
C1AUPISR4320SK9	Cisco ONE Advanced UC Perpetual License ISR 4321	1	1,100.00	\$715.00	\$	715.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$	-
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$	325.00
NIM-2FXSP	2-Port Network Interface Module - FXS, FXS-E and DID	1	500.00	\$325.00	\$	325.00
Group Name: City Hall						
BE6H-M5-K9	Cisco Business Edition 6000H (M5) Appliance, Export Restr SW	1	22,000.00	\$14,300.00	\$	14,300.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	0.00	\$0.00	\$	-
VMW-VS6-HYPPLS-K9	Embedded License, Cisco UC Virt. Hypervisor Plus 6.x (2-cpu)	1	0.00	\$0.00	\$	-
UCSC-PSU1-770W=	Redundant BE6K Server Power Supply - Cisco UCS 770W AC Power Supply for Rack Server	1	699.00	\$454.35	\$	454.35
CAB-9K12A-NA=	Power Cord for Redundant BE6K Server Power Supply, 125VAC 13A NEMA 5-15 Plug, North America	1	25.00	\$16.25	\$	16.25
C1-CISCO4331/K9	Cisco ONE ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)	1	3,300.00	\$2,145.00	\$	2,145.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	0.00	\$0.00	\$	-
C1AUPISR4330SK9	Cisco ONE Advanced UC Perpetual License ISR 4331	1	1,700.00	\$1,105.00	\$	1,105.00
SRST-EP	Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	43	30.00	\$19.50	\$	838.50
NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	1	1,430.00	\$929.50	\$	929.50
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$	1,105.00
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$	325.00
NIM-4FXSP	4-Port Network Interface Module - FXS, FXS-E and DID	1	1,000.00	\$650.00	\$	650.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$	-
SM-X-NIM-ADPTR	SM-X Adapter for one NIM module for Cisco 4000 Series ISR	1	500.00	\$325.00	\$	325.00
C1-CUBEE-STD	Cisco ONE license for CUBE Standard Single Session	15	80.00	\$52.00	\$	780.00
Group Name: Court/Theater						
C1-CISCO4321/K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	1	1,995.00	\$1,296.75	\$	1,296.75
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$	1,105.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	\$0.00	\$	-
C1AUPISR4320SK9	Cisco ONE Advanced UC Perpetual License ISR 4321	1	1,100.00	\$715.00	\$	715.00

PROPOSAL QUOTE SHEET

Product Number	Description	Qty	List Price	Unit Price	Extended Price
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$ 325.00
NIM-4FXSP	4-Port Network Interface Module - FXS, FXS-E and DID	1	1,000.00	\$650.00	\$ 650.00
Group Name: Fire Station 3					
C1-CISCO4331/K9	Cisco ONE ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)	1	3,300.00	\$2,145.00	\$ 2,145.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	0.00	\$0.00	\$ -
C1AUPISR4330SK9	Cisco ONE Advanced UC Perpetual License ISR 4331	1	1,700.00	\$1,105.00	\$ 1,105.00
NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	1	1,430.00	\$929.50	\$ 929.50
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$ 1,105.00
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$ 325.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
SM-X-NIM-ADPTR	SM-X Adapter for one NIM module for Cisco 4000 Series ISR	1	500.00	\$325.00	\$ 325.00
NIM-2FXSP	2-Port Network Interface Module - FXS, FXS-E and DID	1	500.00	\$325.00	\$ 325.00
C1-CUBEE-STD	Cisco ONE license for CUBE Standard Single Session	15	80.00	\$52.00	\$ 780.00
Group Name: Luella					
C1-CISCO4321/K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	1	1,995.00	\$1,296.75	\$ 1,296.75
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$ 1,105.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	\$0.00	\$ -
C1AUPISR4320SK9	Cisco ONE Advanced UC Perpetual License ISR 4321	1	1,100.00	\$715.00	\$ 715.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$ 325.00
SRST-EP	Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	7	30.00	\$19.50	\$ 136.50
VG202XM	Cisco VG202XM Analog Voice Gateway	1	795.00	\$516.75	\$ 516.75
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	0.00	\$0.00	\$ -
Group Name: Maxwell					
C1-CISCO4321/K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	1	1,995.00	\$1,296.75	\$ 1,296.75
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$ 1,105.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	\$0.00	\$ -
C1AUPISR4320SK9	Cisco ONE Advanced UC Perpetual License ISR 4321	1	1,100.00	\$715.00	\$ 715.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$ 325.00
Group Name: Police Station					
BE6H-M5-K9	Cisco Business Edition 6000H (M5) Appliance, Export Restr SW	1	22,000.00	\$14,300.00	\$ 14,300.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	0.00	\$0.00	\$ -
VMW-VS6-HYPPLS-K9	Embedded License, Cisco UC Virt. Hypervisor Plus 6.x (2-cpu)	1	0.00	\$0.00	\$ -
UCSC-PSU1-770W=	Redundant BE6K Server Power Supply - Cisco UCS 770W AC Power Supply for Rack Server	1	699.00	\$454.35	\$ 454.35
CAB-9K12A-NA=	Power Cord for Redundant BE6K Server Power Supply, 125VAC 13A NEMA 5-15 Plug, North America	1	25.00	\$16.25	\$ 16.25
C1-CISCO4331/K9	Cisco ONE ISR 4331 (3GE,2NIM,1SM,4G FLASH,4G DRAM,IPB)	1	3,300.00	\$2,145.00	\$ 2,145.00

PROPOSAL QUOTE SHEET

Product Number	Description	Qty	List Price	Unit Price	Extended Price
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	0.00	\$0.00	\$ -
C1AUPISR4330SK9	Cisco ONE Advanced UC Perpetual License ISR 4331	1	1,700.00	\$1,105.00	\$ 1,105.00
NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	1	1,430.00	\$929.50	\$ 929.50
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$ 1,105.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
SM-X-NIM-ADPTR	SM-X Adapter for one NIM module for Cisco 4000 Series ISR	1	500.00	\$325.00	\$ 325.00
C1-CUBEE-STD	Cisco ONE license for CUBE Standard Single Session	15	80.00	\$52.00	\$ 780.00
PVDM4-32U64	PVDM4 32-channel to 64-channel factory upgrade	1	1,600.00	\$1,040.00	\$ 1,040.00
SRST-EP	Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	66	30.00	\$19.50	\$ 1,287.00
NIM-4FXSP	4-Port Network Interface Module - FXS, FXS-E and DID	1	1,000.00	\$650.00	\$ 650.00
Group Name: Water Treatment					
C1-CISCO4321/K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	1	1,995.00	\$1,296.75	\$ 1,296.75
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$ 1,105.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	\$0.00	\$ -
C1AUPISR4320SK9	Cisco ONE Advanced UC Perpetual License ISR 4321	1	1,100.00	\$715.00	\$ 715.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$ 325.00
Group Name: Waste Water Treatment					
C1-CISCO4321/K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	1	1,995.00	\$1,296.75	\$ 1,296.75
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$ 1,105.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	\$0.00	\$ -
C1AUPISR4320SK9	Cisco ONE Advanced UC Perpetual License ISR 4321	1	1,100.00	\$715.00	\$ 715.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$ 325.00
NIM-2FXSP	2-Port Network Interface Module - FXS, FXS-E and DID	1	500.00	\$325.00	\$ 325.00
Group Name: Fire Station 2					
C1-CISCO4321/K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	1	1,995.00	\$1,296.75	\$ 1,296.75
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$ 1,105.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	\$0.00	\$ -
C1AUPISR4320SK9	Cisco ONE Advanced UC Perpetual License ISR 4321	1	1,100.00	\$715.00	\$ 715.00
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$ 325.00
Group Name: Fire Station 1					
VG202XM	Cisco VG202XM Analog Voice Gateway	1	795.00	\$516.75	\$ 516.75
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	0.00	\$0.00	\$ -
Group Name: Community Center					
C1-CISCO4321/K9	Cisco ONE ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB)	1	1,995.00	\$1,296.75	\$ 1,296.75
PVDM4-32	32-channel DSP module	1	1,700.00	\$1,105.00	\$ 1,105.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	1	0.00	\$0.00	\$ -
C1AUPISR4320SK9	Cisco ONE Advanced UC Perpetual License ISR 4321	1	1,100.00	\$715.00	\$ 715.00

PROPOSAL QUOTE SHEET

Product Number	Description	Qty	List Price	Unit Price	Extended Price
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal	1	0.00	\$0.00	\$ -
NIM-2FXO	2-port Network Interface Module - FXO (Universal)	1	500.00	\$325.00	\$ 325.00
NIM-2FXSP	2-Port Network Interface Module - FXS, FXS-E and DID	1	500.00	\$325.00	\$ 325.00
SRST-EP	Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	7	30.00	\$19.50	\$ 136.50
Group Name: Licensing					
R-CBE6K-K9	Cisco Business Edition 6000-Electronic SW Delivery-Top Level	1	0.00	\$0.00	\$ -
BE6K-SW-11.5	Business Edition 6000 v11.5 export restricted software	1	0.00	\$0.00	\$ -
BE6K-START-UWL35	BE6000 Starter Bundle with 35 UWL Standard Licenses	1	1,000.00	\$650.00	\$ 650.00
UCXN	Migrating from Unity Connection Standalone to CUWL	1	0.00	\$0.00	\$ -
UPG-6K-STD	BE6000 CUWL Standard - SW Upgrade	315	130.00	\$84.50	\$ 26,617.50
UC-8.X-OR-EARLIER	Version 8.x or Earlier	1	0.00	\$0.00	\$ -
BE6K-UCL-ESS	Cisco Business Edition 6000 - Essential User Connect License	4	40.00	\$26.00	\$ 104.00
BE6K-UCL-ENH	Cisco Business Edition 6000 - Enhanced User Connect License	4	210.00	\$136.50	\$ 546.00
EMRGNCY-RSPNDR	Emergency Responder Electronic or Physical Software Delivery	1	0.00	\$0.00	\$ -
ER-NEW-OR-ADDON	Not an upgrade	1	0.00	\$0.00	\$ -
ER11-USR-1	EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X SYSTEM	222	20.00	\$13.00	\$ 2,886.00
ER11.5-SW-K9	EMRGNCY RSPNDR 11.5 SW NEW	1	0.00	\$0.00	\$ -
Group Name: Phones					
CP-8841-K9=	Cisco IP Phone 8841	50	515.00	\$334.75	\$ 16,737.50
CP-8851-K9=	Cisco IP Phone 8851	5	615.00	\$399.75	\$ 1,998.75
CP-BEKEM=	Cisco IP Phone 8800 Key Expansion Module	5	490.00	\$318.50	\$ 1,592.50
Group Name: POE Switching					
WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	3	3,195.00	\$2,076.75	\$ 6,230.25
CAB-16AWG-AC	AC Power cord, 16AWG	3	0.00	\$0.00	\$ -
WS-C3650-48PS-L	Cisco Catalyst 3650 48 Port PoE 4x1G Uplink LAN Base	1	7,600.00	\$4,940.00	\$ 4,940.00
CAB-TA-NA	North America AC Type A Power Cable	2	0.00	\$0.00	\$ -
PWR-C2-640WAC/2	640W AC Config 2 Secondary Power Supply	1	1,200.00	\$780.00	\$ 780.00
PWR-RPS2300	Cisco Redundant Power System 2300 and Blower, No Power Supply	1	1,200.00	\$780.00	\$ 780.00
CAB-L620P-C13-US	Power Cord, 250VAC, 15A, NEMA L6-20 to C13, US	2	0.00	\$0.00	\$ -
CAB-RPS2300-E	RPS Cable for Cat 3K-E, 2960 PoE Switches and ISR G2 Routers	1	0.00	\$0.00	\$ -
C3K-PWR-1150WAC	Catalyst 3750-E / 3560-E 1150WAC power supply	2	1,495.00	\$971.75	\$ 1,943.50
CAB-RPS2300-E=	Spare RPS Cable for Cat 3K-E, 2960 PoE Switches and ISR G2	2	150.00	\$97.50	\$ 195.00
Group Name: IP Paging					
WL-SPKR-22-INF-1	Wahsega One-Classroom 2x2 Ceiling Speaker with InformaCast and SIP	4	\$349.00	\$314.10	\$ 1,256.40
				\$0.00	\$ -
				\$0.00	\$ -
				\$0.00	\$ -
NWN Delivery		0	\$0.00	\$0.00	\$ -
Section 1 Hardware & Software Subtotal					\$ 151,873.10
Section 2 - Annual Manufacturing Maintenance OR Software as a Service (SaaS) - [Microsoft / VMware / Citrix]					
IF SELLING aaS, ALL					
Group Name: Library					

PROPOSAL QUOTE SHEET

Product Number	Description	Qty	List Price	Unit Price	Extended Price
CON-SNT-C14321K9	SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	209.97	\$180.57	\$ 180.57
CON-ECMU-C1A4320S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	230.97	\$198.63	\$ 198.63
Group Name: City Hall					
CON-SNT-BE6HM5K9	SNTC-8X5XNBD Cisco Business Edition 6000H (M5) Applia Start Date 01-Aug-2018 End Date 22-Nov-2019	1	477.69	\$410.81	\$ 410.81
CON-SNT-C14331K9	SNTC-8X5XNBD C1 ISR 4331 (2GE,2NIM,1SM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	346.45	\$297.95	\$ 297.95
CON-ECMU-C1A4330S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4331 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	356.95	\$306.98	\$ 306.98
CON-ECMU-SRSTGTEP	SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License Start Date 01-Aug-2018 End Date 22-Nov-2019	43	5.25	\$4.52	\$ 194.36
CON-ECMU-C1CUBEES	SWSS UPGRADES Cisco ONE license for CUBE Standard Si Start Date 01-Aug-2018 End Date 22-Nov-2019	15	17.06	\$14.67	\$ 220.05
Group Name: Court/Theater					
CON-SNT-C14321K9	SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	209.97	\$180.57	\$ 180.57
CON-ECMU-C1A4320S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	230.97	\$198.63	\$ 198.63
Group Name: Fire Station 3					
CON-SNT-C14331K9	SNTC-8X5XNBD C1 ISR 4331 (2GE,2NIM,1SM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	346.45	\$297.95	\$ 297.95
CON-ECMU-C1A4330S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4331 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	356.95	\$306.98	\$ 306.98
CON-ECMU-C1CUBEES	SWSS UPGRADES Cisco ONE license for CUBE Standard Si Start Date 01-Aug-2018 End Date 22-Nov-2019	15	17.06	\$14.67	\$ 220.05
Group Name: Luella					
CON-SNT-C14321K9	SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	209.97	\$180.57	\$ 180.57
CON-ECMU-C1F4320S	SWSS UPGRADES C1 Foundation Perpetual Lic ISR 4321 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	388.45	\$334.07	\$ 334.07
CON-ECMU-SRSTGTEP	SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License Start Date 01-Aug-2018 End Date 22-Nov-2019	7	5.25	\$4.52	\$ 31.64
CON-SU1-VG202XM	IPS SVC, AR NBD Cisco VG202XM Analog Start Date 01-Aug-2018 End Date 22-Nov-2019	1	187.66	\$161.39	\$ 161.39
Group Name: Maxwell					
CON-SNT-C14321K9	SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	209.97	\$180.57	\$ 180.57
CON-ECMU-C1A4320S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	230.97	\$198.63	\$ 198.63
Group Name: Police Station					
CON-SNT-BE6HM5K9	SNTC-8X5XNBD Cisco Business Edition 6000H (M5) Applia Start Date 01-Aug-2018 End Date 22-Nov-2019	1	477.69	\$410.81	\$ 410.81

PROPOSAL QUOTE SHEET

Product Number	Description	Qty	List Price	Unit Price	Extended Price
CON-SNT-C14331K9	SNTC-8X5XNBD C1 ISR 4331 (2GE,2NIM,1SM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	346.45	\$297.95	\$ 297.95
CON-ECMU-C1A4330S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4331 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	356.95	\$306.98	\$ 306.98
CON-ECMU-C1CUBEES	SWSS UPGRADES Cisco ONE license for CUBE Standard Si Start Date 01-Aug-2018 End Date 22-Nov-2019	15	17.06	\$14.67	\$ 220.05
CON-ECMU-SRSTGTGP	SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License Start Date 01-Aug-2018 End Date 22-Nov-2019	66	5.25	\$4.52	\$ 298.32
Group Name: Water Treatment					
CON-SNT-C14321K9	SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	209.97	\$180.57	\$ 180.57
CON-ECMU-C1A4320S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	230.97	\$198.63	\$ 198.63
Group Name: Waste Water Treatment					
CON-SNT-C14321K9	SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	209.97	\$180.57	\$ 180.57
CON-ECMU-C1A4320S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	230.97	\$198.63	\$ 198.63
Group Name: Fire Station 2					
CON-SNT-C14321K9	SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	209.97	\$180.57	\$ 180.57
CON-ECMU-C1A4320S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	230.97	\$198.63	\$ 198.63
Group Name: Fire Station 4					
CON-SU1-VG202XM	IPS SVC, AR NBD Cisco VG202XM Analog Start Date 01-Aug-2018 End Date 22-Nov-2019	1	187.66	\$161.39	\$ 161.39
Group Name: Community Center					
CON-SNT-C14321K9	SNTC-8X5XNBD C1 ISR 4321 (2GE,2NIM,4G FLASH) Start Date 01-Aug-2018 End Date 22-Nov-2019	1	209.97	\$180.57	\$ 180.57
CON-ECMU-C1A4320S	SWSS UPGRADES C1 Advanced UC Perpetual Lic ISR 4321 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	230.97	\$198.63	\$ 198.63
CON-ECMU-SRSTGTGP	SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License Start Date 01-Aug-2018 End Date 22-Nov-2019	7	5.25	\$4.52	\$ 31.64
Group Name: Licensing					
CON-ECMU-RCBE6KK	SWSS UPGRADES Cisco Business Editi Start Date 01-Aug-2018 End Date 22-Nov-2019	1	0.00	\$0.00	\$ -
CON-ECMU-BE11WXUR	SWSS UPGRADES BE6000 v11 UWL Standard Starter licenses Start Date 01-Aug-2018 End Date 22-Nov-2019	1	656.16	\$564.30	\$ 564.30
CON-ECMU-UCM11STD	SWSS UPGRADES BE6000 UCM v11 CUWL Start Date 01-Aug-2018 End Date 22-Nov-2019	286	51.18	\$44.01	\$ 12,586.86
CON-ECMU-UCMENHUC	SWSS UPGRADES BE6K UCM 10X Enhance Start Date 01-Aug-2018 End Date 22-Nov-2019	4	31.50	\$27.09	\$ 108.36
CON-ECMU-UCMESSUC	SWSS UPGRADES BE6K UCM 10X Essenti Start Date 01-Aug-2018 End Date 22-Nov-2019	4	6.56	\$5.64	\$ 22.56
CON-ECMU-EMRGNCY	SWSS UPGRADES EMRGNCY RSPNDR Start Date 01-Aug-2018 End Date 22-Nov-2019	1	0.00	\$0.00	\$ -
CON-ECMU-ER11USR1	SWSS UPGRADES EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X Start Date 01-Aug-2018 End Date 22-Nov-2019	312	2.62	\$2.25	\$ 702.00
Group Name: POE Switching					

PROPOSAL QUOTE SHEET

Product Number	Description	Qty	List Price	Unit Price	Extended Price
CON-SNT-WSC224SL	SNTC-8X5XNBD Catalyst 2960-X 24 G Start Date 01-Aug-2018 End Date 22-Nov-2019	3	263.78	\$226.85	\$ 680.55
CON-SNT-WS6548SL	SNTC-8X5XNBD Cisco Catalyst 3650 48 Port PoE 4x1G Upl Start Date 01-Aug-2018 End Date 22-Nov-2019	1	628.61	\$540.60	\$ 540.60
CON-SNT-RPS2300	SNTC-8X5XNBD PWR-RPS2300 Start Date 01-Aug-2018 End Date 22-Nov-2019	1	230.97	\$198.63	\$ 198.63

Group Name: POE
Switching and IP Paging

[illegible]

Section 2 Annual Maintenance & SaaS Subtotal	\$	23,423.20
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Section 3 - Professional Services

NWN Professional Services, as defined in the related Statement of Work Proposal	\$ 52,600.00
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NBlock	Pre-paid funds on account for Product or Services purchases	\$	-
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Section 4 - Optional Products & Services

[illegible]

Subtotal, Optional Items:	\$ -
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Annual Managed Services/nCare Option:

Note: a signed nCare contract is required to establish new services

Subtotals

Hardware and Software Subtotal:	\$	151,873.10
Manufacturer's Maintenance Subtotal:	\$	23,423.20
nCare Managed Services Subtotal:	\$	-
nCare Enablement Fee Subtotal:	\$	-
Professional Services Subtotal:	\$	52,600.00
Optional Products & Services Subtotal:	\$	-
Total Project Investment	\$	227,896.30

Total Project Investment	\$	227,896.30
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Estimated Taxes

Estimated Shipping

Estimated Tax on Shipping (TX Only)

Signature: _____

Print Name: _____

Title: _____

Date: _____

Total Project Investment including Taxes & Shipping	\$ 227,896.30
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PROPOSAL QUOTE SHEET

Product Number	Description	Qty	List Price	Unit Price	Extended Price
Terms & Conditions					
This quote is valid for 30 days from date of issue. Applicable taxes & freight charges will be applied to the final invoice. All other Terms and Conditions are included in the Master Services Agreement or Proposal document. NWN will invoice customer for hardware, software and maintenance upon shipment from Original Equipment Manufacturer.					



Legislation Details (With Text)

File #: ORD 18-053 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 7/2/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Consideration of and action on an ordinance amending the Fiscal Year 2017-2018 General Fund Budget for emergency repairs to the #1 Air Conditioner Condenser Unit at the Police Station.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [Ord - Amend Budget FY18 Condenser \(PD\)](#)
[Attachment - Equipment Proposal \(Condenser\)](#)

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Consideration of and action on an ordinance amending the Fiscal Year 2017-2018 General Fund Budget for emergency repairs to the #1 Air Conditioner Condenser Unit at the Police Station.

Summary:

The #1 air conditioner condenser unit for the Police Station failed on June 5, 2018 and again on June 10, 2018. Roger Kirkpatrick, the City's HVAC Technician, made the necessary repairs to get it running but recommends that it be replaced due to the deterioration of the coils on the condenser. He also indicated that the unit might not last through the summer. His supervisor, Chris McNeely, also recommends it be replaced due to the fact that the deteriorated state of the coils may have damaged the compressors. Based on these recommendations, staff recommends the purchase of a replacement condenser at a total cost of \$26,780.00. The condenser will be purchased from Johnson Controls through the TIPS purchasing cooperative. The total cost breakdown for these emergency repairs is as follows:

\$22,180.00 - DX Split System Condenser Only from Johnson Controls

\$1,500.00 - Materials for installation of replacement condenser (to be purchased by the City)

\$600.00 - Rigging / Lifting

\$2,500.00 - Contingency

\$26,780.00 - Total

Funding for this emergency expenditure is available in the General Fund Contingency budgeted in the General Government Department.

Fiscal/Budgetary Impact:

Increase the Fiscal Year 2017-2018 General Fund Budget for the Police Department by \$26,780.00 (Account No. 10-300-4402 - Machinery & Equipment Maintenance). This expenditure would be funded by the contingency line item included in the Fiscal Year 2017-2018 General Fund (Account No. 10-105-4510 - Contingency). Contingency funds are available for this purpose.

Approve the ordinance amending the Fiscal Year 2017-2018 General Fund Budget for the Police Department.

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 #1 air conditioner condenser unit at the Police Station has recently failed twice within one week on June 5, 2018 and again on June 10, 2018.

III.

That it has been determined that the #1 air conditioner condenser unit at the Police Station needs to be replaced due to the deterioration of the coils on the condenser and the potential damage to the compressors due to such deterioration of the coils.

IV.

That it has been determined that the City can acquire a new condenser at a cost of \$22,180.00 from Johnson Controls through the TIPS purchasing cooperative of which the City is a member.

V.

That it has been determined that additional costs of \$1,500.00 for miscellaneous materials needed for the replacement of the #1 air conditioner condenser unit at the Police Station, \$600.00 for rigging and lifting of the condenser, and a contingency in the amount of \$2,500.00 will bring the total estimated cost of the replacement of the #1 air conditioner condenser unit at the Police Station to \$26,780.00.

VI.

That it is necessary to amend the budget for the fiscal year ending September 30, 2018 to include \$26,780.00 for the replacement of the #1 air conditioner condenser unit at the Police Station.

VII.

That funding for the amendment to the expenditures of the adopted Police Department budget for the fiscal year ending September 30, 2018 will include the amount of \$26,780.00 from the General Fund contingency, 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 above 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



BID DATE: 7/2/2018

REVISION: 2

TO: Interested Bidders

LAST ADDENDUM: 0

PROJECT: Deer Park Police Station

NOTE(S): TIPS # TX991224 member pricing for Deer Park

EQUIPMENT PROPOSAL

We are pleased to provide pricing for the **JOHNSON CONTROLS/YORK EQUIPMENT** for the above referenced project.

This proposal is in accordance with RFP from City of Deer Park on 6-12-2018 with clarifications as noted herein. No mechanical plans or specifications issued.

<u>ITEM</u>	<u>QUANTITY</u>	<u>TAGS</u>	<u>DESCRIPTION</u>
I	ONE (1)	CU -1	DX SPLIT SYSTEM (Condenser Only)



EQUIPMENT DESCRIPTIONS

I DX SPLIT SYSTEM

Items Included:

- Dual Circuit 4 stage cooling
- Single Point Power Connection
- Scroll Compressor
- Phase Monitor Kit
- HACR Circuit Breaker/Disconnect
- 460-3-60
- Copper Tube/Aluminum Fin Condenser Coil
- Factory Mounted Smart Equipment Controller
- TXV
- 2nd – 5th year compressor warranty

Items NOT Included:

- Start-up

PRICING:

All pricing is FOB York with full freight allowed to jobsite, not including any taxes, fees or storage. Price is valid for 30 days after quotation.

BASE BID (Items: I) ----- \$ 16,120.00

DEDUCT 2nd – 5th Year Compressor Warranty ----- \$ 1,200.00

ADD Technicoated Coils ----- \$ 5,500.00

ADD Low Ambient Kit ----- \$ 560.00

Thank you for the opportunity to be of service.

Respectfully,

HVAC Systems
Johnson Controls, Inc.

This proposal is hereby accepted and Johnson Controls, Inc., is authorized to proceed with the work; subject to credit approval by Johnson Controls Corporate. Payment terms are Net 30 days.

Company Name

Johnson Controls, Inc.
Company Name

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

CONTROLS TERMS AND CONDITIONS

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.
Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an **advance payment equal to 10% of the contract price**, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

EQUIPMENT TERMS AND CONDITIONS
Standard Terms and Conditions - U.S.A.

References to "products", "equipment" or "services" herein shall mean those to be furnished by Seller as identified on the applicable Seller Quotation

(1) **AGREEMENT AND LIMITATIONS.** Buyer accepts these Standard Terms and Conditions by signing and returning Seller's Quotation, by sending a purchase order in response to the Quotation, or Buyer's instructions to Seller to begin work, including shipment of product or performance of services. Upon Buyer's acceptance, Seller's Quotation and the related terms and conditions referred to in the Quotation shall constitute the entire agreement relating to the products, equipment and services covered by the Quotation (the "Agreement"). No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. Buyer is hereby notified of Seller's express rejection of any terms inconsistent with these Standard Terms and Conditions or to any other terms proposed by Buyer in accepting Seller's Quotation. Neither Seller's subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any such terms.

(2) **TERMINATION OR MODIFICATION.** If either party materially breaches this agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate the Agreement. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) **PRICE, SHIPMENT, AND PAYMENT.** Prices in any quotation or proposal from Seller are subject to change upon notice sent to Buyer at any time before the quotation or proposal has been accepted. Prices for products covered by any sale contract may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be made by means of a confirmed irrevocable letter of credit.

(4) **TAXES.** All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(5) **DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(6) **LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under the Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under the Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer's warranty, Seller will transfer the benefits of that manufacturer's warranty to Buyer. This limited warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller, (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

(7) **INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. In no event shall Seller be liable for special, indirect, incidental, or consequential damages, including loss of anticipated profit, or other economic loss, or for any damages arising in tort, whether by reason of strict liability, negligence, or otherwise, regardless of whether Seller has been apprised of the possibility of such.

(8) **PATENTS.** Seller shall indemnify, defend, or at its option settle, and hold Buyer and its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, harmless from and against any

and all claims, suits, actions or proceeds ("Claims") against such parties based upon the infringement or alleged infringement, or violation or alleged violation, of (a) any United States patent and (b) any copyright, trademark, trade secret or other proprietary right of a third party which is enforceable in the United States, as a result of Buyer's use of the product or equipment within the United States, provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance with Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement relates to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(9) **GOVERNING LAW.** The formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) **DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation.

(11) **SOFTWARE LICENSE.** To the extent software is provided by Seller under the Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under the Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

(12) **MISCELLANEOUS**

(a) **CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) **CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

(c) **INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) **INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) **COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.



Legislation Details (With Text)

File #: PUR 18-024 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 7/3/2018 **In control:** City Council
On agenda: 7/10/2018 **Final action:**
Title: Consideration of and action on emergency repairs to the #1 Air Conditioner Condenser Unit at the Police Station.

Sponsors:

Indexes:

Code sections:

Attachments: [Deer Park Police Station - JCI Equipment Scope Price rev02\(07-02-2018\)..](#)

Date	Ver.	Action By	Action	Result
7/10/2018	1	City Council		

Consideration of and action on emergency repairs to the #1 Air Conditioner Condenser Unit at the Police Station.

Summary:

The #1 air conditioner condenser unit for the Police Station failed on June 5, 2018, and again on June 10, 2018. Roger Kirkpatrick, the City's HVAC Technician, made the necessary repairs to get it running but recommends that it be replaced due to the deterioration of the coils on the condenser. He also indicated that the unit might not last through the summer. His supervisor, Chris McNeely, also recommends it be replaced due to the the deteriorated state of the coils may have damaged the compressors. Based on these recommendations, staff recommends the purchase of a replacement condenser at a total cost of \$26,780. The \$22,180 pricing for the equipment is through Johnson Controls, a vendor on TIPS, of which the City is a member. The cost breakdown is as follows:

- \$22,180 - See attached quote from Johnson Controls. This is a TIPS pricing quote and is good for 30 days from today, July 2, 2018.
- \$1,500 - Miscellaneous materials to be purchased by city employees for installation of replacement condenser.
- \$600 - Rigging / Lifting
- \$24,280 - Subtotal
- \$2,500 - Contingency

- \$26,780 - Total

Fiscal/Budgetary Impact:

\$26,780 from FY 2017/18 Budget

Approve purchase.

BID DATE: 7/2/2018

REVISION: 2

TO: Interested Bidders

LAST ADDENDUM: 0

PROJECT: Deer Park Police Station

NOTE(S): TIPS # TX991224 member pricing for Deer Park

EQUIPMENT PROPOSAL

We are pleased to provide pricing for the **JOHNSON CONTROLS/YORK EQUIPMENT** for the above referenced project.

This proposal is in accordance with RFP from City of Deer Park on 6-12-2018 with clarifications as noted herein. No mechanical plans or specifications issued.

<u>ITEM</u>	<u>QUANTITY</u>	<u>TAGS</u>	<u>DESCRIPTION</u>
I	ONE (1)	CU -1	DX SPLIT SYSTEM (Condenser Only)

EQUIPMENT DESCRIPTIONS

I DX SPLIT SYSTEM

Items Included:

- Dual Circuit 4 stage cooling
- Single Point Power Connection
- Scroll Compressor
- Phase Monitor Kit
- HACR Circuit Breaker/Disconnect
- 460-3-60
- Copper Tube/Aluminum Fin Condenser Coil
- Factory Mounted Smart Equipment Controller
- TXV
- 2nd – 5th year compressor warranty

Items NOT Included:

- Start-up

PRICING:

All pricing is FOB York with full freight allowed to jobsite, not including any taxes, fees or storage. Price is valid for 30 days after quotation.

BASE BID (Items: I) -----\$ 16,120.00 .

DEDUCT 2nd – 5th Year Compressor Warranty ----- \$ 1,200.00 .

ADD Technicoated Coils ----- \$ 5,500.00 .

ADD Low Ambient Kit ----- \$ 560.00

Thank you for the opportunity to be of service.

Respectfully,

HVAC Systems
Johnson Controls, Inc.

This proposal is hereby accepted and Johnson Controls, Inc., is authorized to proceed with the work; subject to credit approval by Johnson Controls Corporate. Payment terms are Net 30 days.

Company Name

Johnson Controls, Inc.
Company Name

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

CONTROLS TERMS AND CONDITIONS

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.
Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an **advance payment equal to 10% of the contract price**, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

EQUIPMENT TERMS AND CONDITIONS

Standard Terms and Conditions – U.S.A.

References to “products”, “equipment” or “services” herein shall mean those to be furnished by Seller as identified on the applicable Seller Quotation

(1) **AGREEMENT AND LIMITATIONS.** Buyer accepts these Standard Terms and Conditions by signing and returning Seller's Quotation, by sending a purchase order in response to the Quotation, or Buyer's instructions to Seller to begin work, including shipment of product or performance of services. Upon Buyer's acceptance, Seller's Quotation and the related terms and conditions referred to in the Quotation shall constitute the entire agreement relating to the products, equipment and services covered by the Quotation (the “Agreement”). No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. Buyer is hereby notified of Seller's express rejection of any terms inconsistent with these Standard Terms and Conditions or to any other terms proposed by Buyer in accepting Seller's Quotation. Neither Seller's subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any such terms.

(2) **TERMINATION OR MODIFICATION.** If either party materially breaches this agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate the Agreement. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) **PRICE, SHIPMENT, AND PAYMENT.** Prices in any quotation or proposal from Seller are subject to change upon notice sent to Buyer at any time before the quotation or proposal has been accepted. Prices for products covered by any sale contract may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be made by means of a confirmed irrevocable letter of credit.

(4) **TAXES.** All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(5) **DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. **FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART.** If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(6) **LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under the Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under the Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer's warranty, Seller will transfer the benefits of that manufacturer's warranty to Buyer. This limited warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect, Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.**

(7) **INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price therefore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **In no event shall Seller be liable for special, indirect, incidental, or consequential damages, including loss of anticipated profit, or other economic loss, or for any damages arising in tort, whether by reason of strict liability, negligence, or otherwise, regardless of whether Seller has been apprised of the possibility of such.**

(8) **PATENTS.** Seller shall indemnify, defend, or at its option settle, and hold Buyer and its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, harmless from and against any

and all claims, suits, actions or proceeds (“Claims”) against such parties based upon the infringement or alleged infringement, or violation or alleged violation, of (a) any United States patent and (b) any copyright, trademark, trade secret or other proprietary right of a third party which is enforceable in the United States, as a result of Buyer's use of the product or equipment within the United States, provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance with Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(9) **GOVERNING LAW.** The formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) **DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation.

(11) **SOFTWARE LICENSE.** To the extent software is provided by Seller under the Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under the Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

(12) MISCELLANEOUS

(a) **CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) **CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

(c) **INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

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