

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



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

James Stokes, City Manager
Gary Jackson, Assistant City Manager

Jerry Mouton Jr., Mayor

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

CALL TO ORDER

1. Discussion of issues relating to the Request for Applications for Primary Depository Bank Services. [DIS 18-165](#)

Recommended Action: Discussion only during workshop.

Department: Finance

Attachments: [Valley View Recap - 12.04.18](#)

2. Discussion of issues relating to voluntary a request for voluntary annexation of a +/- 37 acre parcel in the City's ETJ located at 739 Independence Parkway into the Deer Park city limits. [DIS 18-167](#)

Recommended Action: Discussion only in Council Workshop. Once a formal annexation petition is received, it is anticipated that at the December 18, 2018 Regular Council meeting that Council will consider actions to direct staff to prepare a Municipal Service Plan and schedule public hearings on the voluntary annexation.

Attachments: [Molto Properties- Geo Specialty 739 Independence Annexation - Cover Letter 1](#)

3. Discussion of issues relating to an ordinance re-affirming the Tax Abatement Policy. [DIS 18-161](#)

Recommended Action: Discussion only at the Workshop. An action item to consider approval of the ordinance is on the December 4th regular Council Meeting Agenda.

Department: City Manager's Office

Attachments: [Reaffirm Ord 3862-Tax Abatement and Reinvestment Zone-12-2018](#)

4. Discussion of issues relating to upcoming changes in Library policies/Library refresh. [DIS 18-162](#)

Recommended Action: Discussion only.

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

5. Discussion of issues relating to repair of the Pratt Truss Bridge structure at the Battleground Golf Course. [DIS 18-163](#)

Recommended Action: Discussion only during workshop. An item allowing for consideration and possible action is included on the December 4, 2018 Regular Meeting Agenda.

Attachments: [Memorandum of Agreement - Pratt Truss Bridge](#)
[Agreement for Acquisition of Historic Bridge](#)
[RPS Pratt Truss Bridge Cost Estimates](#)
[Pratt Truss Bridge Historical Marker File](#)
[Pratt Truss Bridge Letter to THC March 2018](#)
[RE Pratt Truss Bridge Located on Battleground Golf Course - Deer Park, Texas](#)
[Harris DeerParkGolfCoursebridge_04-17-2018](#)
[Preliminary Cost Estimate.Nov 2018](#)
[Preliminary Plans-golf Course Bridge Repair](#)

6. Discussion of issues relating to purchasing chairs for the Theatre / Courts facility. [DIS 18-164](#)

Recommended Action: Discussion Only

Attachments: [SKM C224e18112815490](#)

7. Discussion of issues relating to capital improvement projects at the Surface Water Treatment Plant. [DIS 18-158](#)

Recommended Action: Discussion only. Two of these topics will be considered during the regular Council Meeting.

Department: Public Works

Attachments: [DEER PARK WTP CIP IMPROVEMENTS](#)

8. Discussion of issues relating to the Youth Sports Organization Utilization Agreements with Deer Park Soccer FC, Deer Park Pony Baseball and Deer Park Girls' Softball Organizations from January 1, 2019 through December 31, 2019. [DIS 18-166](#)

Recommended Action: Discussion only

Attachments: [Sports Organization Utilization Agreement - BASEBALL112818 - Redline](#)
[Sports Organization Utilization Agreement - SOCCER112818 - Redline](#)
[Sports Organization Utilization Agreement - SOFTBALL112818 - redline](#)
[City Lease - Dow Park Soccer](#)

ADJOURN

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

*Shannon Bennett, TRMC
City Secretary*

*Posted on Bulletin Board
November 30, 2018*

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

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Legislation Details (With Text)

File #: DIS 18-165 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 11/20/2018 **In control:** City Council Workshop
On agenda: 12/4/2018 **Final action:**
Title: Discussion of issues relating to the Request for Applications for Primary Depository Bank Services.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [Valley View Recap - 12.04.18](#)

Date	Ver.	Action By	Action	Result
12/4/2018	1	City Council Workshop		

Discussion of issues relating to the Request for Applications for Primary Depository Bank Services.

Summary: Pursuant to Section 105.017 of the Texas Local Government Code, Chapter 105, Depositories for Municipal Funds, the term of a bank depository contract may not exceed five years. The City's current depository agreement with Wells Fargo Bank will complete a five year term on January 31, 2019.

On August 7, 2018, City Council approved a resolution to allow the City to consider applications from financial institutions not doing business within the City's boundaries to allow for a more competitive field of applicants. With that resolution, qualified financial institutions with a physical location within 6.5 miles of City Hall became eligible to submit an application in response to the Request for Applications (RFA), which City Council authorized on August 21, 2018. Valley View Consulting, the City's investment advisor, helped to develop the RFA, which was distributed to 19 financial institutions on August 29, 2018.

A pre-application meeting was held on September 5, 2018 and representatives from two banks attended: Texas First Bank and Wells Fargo Bank. Applications were due on October 1, 2018, and five (5) banks responded: BB&T (Pasadena Branch), Capital One Bank (LaPorte Branch), JPMorgan Chase Bank (Deer Park Branch), The Moody National Bank (Pasadena Branch), and Wells Fargo Bank (Deer Park Branch). City staff (Director of Finance, Accounting Supervisor, and Accountant) worked with Valley View Consulting to complete the review and evaluation of responses in order to present a recommendation to City Council at the December 4, 2018 meeting.

The responses were evaluated based on numerous factors including, but not limited to, ability to perform and provide services, quality and cost of services, experience in the public sector, references, transition cost, convenience of locations, interest to be paid on interest bearing accounts, earnings credit, and completeness of application and agreement to points outlined in the RFA. Following the initial evaluation, JPMorgan Chase Bank and Wells Fargo Bank were identified as the

most qualified to meet the City's primary depository banking needs and were invited to submit a best and final offer and to then make presentations to the City staff. Both banks made great presentations to expand on their services and product offerings. While JPMorgan Chase Bank offers competitive rates and service capabilities to meet the City's needs, the City concluded that the overall terms of the contract were not sufficient to merit the overall expense to the City to change depository banks. The staff concluded, and Valley View Consulting concurred, that Wells Fargo Bank provides the "best value" to the City, and it is the staff recommendation to continue the depository banking relationship with, and award the contract to, Wells Fargo Bank.

Award of the contract will be considered in the regular City Council meeting on December 4, 2018. The initial three-year term for the contract will begin on February 1, 2019 and end on January 31, 2022. The contract includes an option for annual renewals in the successive two years for a total of five years (final term ending on January 31, 2024).

Fiscal/Budgetary Impact:

N/A.

Discussion only during workshop.



November 26, 2018

Ms. Donna Todd
Director of Finance
City of Deer Park
710 East San Augustine
Deer Park, Texas 77536

Dear Ms. Todd:

As part of the services provided under the current Investment Advisory Agreement, we sincerely appreciated and welcomed the opportunity to assist the City of Deer Park (the “City”) with this Primary Depository Bank Services Request for Applications (the “RFA”) project.

The objective of this engagement was to select a primary depository bank following the expiration of the current contract which ends January 31, 2019. This agreement, when approved, will commence on February 1, 2019 and terminate on January 31, 2022. Upon the option of the City, the contract may be extended for two (2) additional 12-month periods under the same terms and conditions.

Procedure

The project began with the establishment of a calendar of events to ensure that the required project steps were performed in a timely and sequential manner.

The process for selecting a Primary Depository Bank is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In addition to complying with these State statutory requirements, it was necessary to understand and comply with the City’s financial and purchasing policies and Investment Policy.

The RFA project was conducted as follows:

1. Analyzed historical bank service usage and balance records.
2. Reviewed the minimum banking services and potential additional services.
3. Developed a list of eligible financial institutions within 6.5 miles of City Hall with an expanded solicitation area as approved by the Deer Park City Council:
 - a. Amegy Bank a division of ZB, N.A.
 - b. Bank of America, N.A.
 - c. Branch Banking and Trust Company (BB&T)
 - d. Capital Bank

- e. Capital One Bank
 - f. Comerica Bank
 - g. Community Bank of Texas
 - h. First National Bank of Texas
 - i. Frost Bank
 - j. Iberiabank
 - k. Independent Bank
 - l. IBC Bank
 - m. JPMorgan Chase Bank, N.A.
 - n. Post Oak Bank
 - o. Regions Bank
 - p. Texas Citizens Bank, N.A.
 - q. Texas First Bank
 - r. The Moody National Bank
 - s. Trustmark National Bank
 - t. Wells Fargo Bank, N.A. (incumbent)
 - u. Woodforest National Bank
- 4. Contacted the financial institutions to confirm distribution information, describe the process, and identify the designated recipient.
 - 5. Drafted the RFA for City review and approval.
 - 6. Posted the notice and advertised the RFA.
 - 7. Distributed RFAs to the identified and receptive financial institutions.
 - 8. Held a non-mandatory pre-application conference that was attended by representatives of:
 - a. Texas First Bank
 - b. Wells Fargo Bank, N.A.
 - 9. By the closing deadline, applications were received from:
 - a. BB&T
 - b. Capital One Bank
 - c. JPMorgan Chase Bank, N.A.
 - d. The Moody National Bank
 - e. Wells Fargo Bank, N.A.
 - 10. No additional RFA responses were received as a result of the advertisement.

The evaluation of the applications was based on, but not limited to, the following criteria, in no particular order of priority:

- 1. Ability to perform and provide the required and requested services;
- 2. References provided;
- 3. Quality of services;
- 4. Cost of services;
- 5. Transition cost, retention and transition offers and incentives;
- 6. Funds availability;

7. Interest paid on interest bearing accounts and deposits;
8. Earnings credit calculation on compensating balances;
9. Completeness of application and agreement to points outlined in the RFA;
10. Convenience of location(s);
11. Previous service relationship with the City; and
12. Financial strength and stability of the institution.

Application Analysis

As seen in the attachment, the Application Analysis began with an overall review of each financial institution's general financial strength and ability to provide the services necessary to meet the City's current and future service needs. Each of the responding financial institutions exhibited acceptable financial strength and the ability to provide services the City requested.

For added convenience, all of the banks with the exception of JPMorgan Chase Bank, N.A. were willing to offer the City safekeeping services for the City's future anticipated investment activity. This service can be contracted through a provider other than the primary depository, however there may be transactional costs avoided by having the same institution provide both services.

The attached analysis of proposed fees, earnings credit, and investment income potential is summarized below.

Net Income/(Cost)

Each financial institution's fee schedule was analyzed based on the City's banking service needs and estimated activity levels. Where quantifiable and appropriate, the estimated service fees were adjusted for any incentives (including waived fees and transition allowances).

Each of the financial institutions proposed monthly fee assessments for services utilized, an earnings credit rate or an interest bearing checking option to offset monthly fee charges, and investment income options for any excess balances available. Historical average annual deposit balances of \$19,600,000 have been maintained by the City.

With the rising interest rate environment, the City will benefit by minimizing average operating deposit balances and invest excess funds in higher paying options.

The analysis below is for both the three (3) year initial contract term, and the full five (5) year term allowing for the two (2) possible one-year extensions at the option of the City.

Three-Year Term	BB&T	Capital One	JPMorgan Chase	Moody Bank	Wells Fargo
Proposed Fees (net of incentives)	(\$168,335)	(\$75,347)	(\$66,686)	(\$128,014)	(\$83,301)
Earnings Credit and Hard Interest	\$911,400	\$882,000	\$968,116	\$1,090,659	\$1,037,388
Estimated Safekeeping Fees	(\$17,220)	(\$1,800)	(\$3,150)	(\$2,412)	(\$2,088)
Net Income / (Cost)	\$725,845	\$804,853	\$898,280	\$960,233	\$951,999

Five-Year Term	BB&T	Capital One	JPMorgan Chase	Moody Bank	Wells Fargo
Proposed Fees (net of incentives)	(\$280,156)	(\$130,145)	(\$121,810)	(\$213,357)	(\$138,836)
Earnings Credit and Hard Interest	\$1,519,000	\$1,470,000	\$1,613,527	\$1,817,766	\$1,728,981
Estimated Safekeeping Fees	(\$28,700)	(\$3,000)	(\$5,250)	(\$4,020)	(\$3,480)
Net Income / (Cost)	\$1,210,144	\$1,336,855	\$1,486,467	\$1,600,389	\$1,586,665

Recommendation

After the analysis of all responses and review of the competitive offerings from each bank, the City invited JPMorgan Chase Bank, N.A. and Wells Fargo Bank, N.A. to submit a Best and Final Offer (BAFO) for the City's review. The Moody National Bank offered a competitive application yet did not have the sufficient experience with comparable Public Funds clients as required by the City. JPMorgan Chase Bank, N.A. and Wells Fargo Bank, N.A. were also invited by the City to demonstrate their services and discuss the manner in which each bank could serve the City. JPMorgan Chase Bank, N.A. offered competitive rates and service capabilities necessary to meet all of the City's needs, however the overall terms of the contract were not sufficient to merit the overall expense to the City to change depositories.

Based on the analysis results and discussion with staff, it was determined that the (BAFO) terms offered by Wells Fargo Bank, N.A. provide the "best value" to the City of Deer Park. We concur with the staff recommendation that the Council award the Primary Depository Bank Services contract to Wells Fargo Bank, N.A. and authorize the City Manager to execute the agreements necessary to continue the banking relationship.

Upon approval, the new contract will commence on Friday, February 1, 2019.

Please contact Bill Koch, Dick Long, Tom Ross, Emily Upshaw or me to discuss any questions or additional information needs.

Thank you for this opportunity to serve the City of Deer Park.

Sincerely,



E. K. Hufstedler III
Valley View Consulting, L.L.C.

Attachment

City Deer Park, Texas - Primary Depository Bank Services RFA Analysis - Best and Final Offer



November 26, 2018		BB&T Pasadena Branch	Capital One La Porte Branch	JPMorgan Chase Deer Park Branch BAFO	Moody Bank Pasadena Branch	Wells Fargo (Incumbent) Deer Park Branch BAFO
DETAIL RESPONSE ANALYSIS OF DEPOSITORY BANK SERVICES						
"Best Value" Criteria						
1	Ability to perform and provide the required and requested services					
2	References provided					
3	Quality of Services					
4	Cost of services					
5	Transition cost, retention and transition offers and incentives					
6	Funds availability					
7	Interest paid on interest bearing accounts and deposits					
8	Earnings credit calculation on compensating balances					
9	Completeness of application and agreement to points in the RFA					
10	Convenience of locations					
11	Previous service relationship with the City					
12	Financial strength and stability of the institution					
Required Bank Services						
1	Online Banking Services - Historical information a minimum of 3 years	Yes - 187 rolling calendar days for reports	Yes - with 18 months of history	Yes - with 2 years of history	Yes - available history not stated	Yes - confirm current history availability
2	ACH	Yes	Yes	Yes	Yes	Yes
3	ACH Debit Blocking and Filtering	Yes - decisions due by 6:00 p.m. ET	Yes - decisions due by 5:15 p.m. ET	Yes - decisions due by 4:00 p.m. CT	Yes - decision deadline not stated	Yes - confirm decision deadline in place
4	Wire Transfers	Yes	Yes	Yes	Yes	Yes
5	Post No Checks	Yes	Yes	Yes	Yes	Yes
6	Positive Pay and Account Reconciliation Service	Yes - exception deadline is 1:00 p.m.	No - date not verified / exception deadline not given	Yes - exception deadline is 4:00 p.m. CT	Yes - exception deadline is 12:00 p.m.	Yes - exception deadline is 2:00 p.m. CT
7	Courier or Armored Car Services	Cannot provide	Capital One will pay invoice and charge through account analysis	Cannot provide	Moody will pay invoice and charge through account analysis	\$2,000 annual cash credit to offset cost of courier fees
8	Tamperproof Bank Bags	Yes	No; cost passed to City through account analysis	Preferred pricing from JPMorgan vendor	Yes	Yes
9	Bank Supplies	Yes	No; cost passed to City through account analysis	Waive up to \$1,000 on initial order; subsequent orders can be billed at current cost through account analysis	Response not marked	Yes
10	Change Orders by City Staff	Yes - Thursday deadline for upcoming week	Yes - deadline not provided	Yes - deadline not provided	Yes - deadline not provided	Yes - deadline 24 hours in advance
11	Funds availability	Yes	Yes	Yes	Yes	Yes
12	Employee Check Cashing - with no cost to employees	Yes	Yes	Yes	Yes	Yes
13	Payroll Cards	Yes - VISA; no monthly fees	Yes - NetSpend Mastercard; no fees	No	No	No; discontinuing the service
14	Returned Check Reprocessing	Yes	Yes	Yes	Yes	Yes
15	Account Analysis	Yes - online for 187 days	Yes	Yes - online for 13 months	Yes	Yes - confirm current history availability
16	Bank Statements	No; but information requested available through online module with up to 24 months history of bank statements	Yes	Yes - inactive accounts will go dormant after 30 months; check images and ARP reports on system for 7 years	Yes	No; copies of deposit slips and checks are not mailed, can be viewed online for 7 years
17	Payment for Services	Yes	Yes	Yes	Yes	Yes
18	Account Settlement - Quarterly	Yes	Yes	Yes	No; monthly	Yes; options are monthly, quarterly, or annually
19	Research	Yes	Yes	Yes	Yes	No; every effort made to complete research requests within 3 business days
20	Bank Errors	Yes	Yes	Yes	Response not marked	Yes
21	Investment Account	Yes	Yes	Yes	Response not marked	Yes
22	Audit Confirmations	Yes	Yes	Yes	Yes	Yes
23	Balance Assessment	Passed in full to City	Waived	Passed in full to City	Passed in full to City	Passed in full to City
24	Reserve Requirement	No	No	No	Yes - 10%	No
25	Earnings Credit Rate	1.45%	1.50%	1.60%	ECR not given / Questions about ECR	1.25%

City Deer Park, Texas - Primary Depository Bank Services RFA Analysis - Best and Final Offer



November 26, 2018		BB&T Pasadena Branch	Capital One La Porte Branch	JPMorgan Chase Deer Park Branch BAFO	Moody Bank Pasadena Branch	Wells Fargo (Incumbent) Deer Park Branch BAFO
Services That May Be Considered						
1	Online Payments Acceptance	Yes	Yes	Yes	Yes	Yes
2	Zero Balance Accounts	Yes	Yes	Yes	Yes	Yes
3	Consumer Bill Pay Processing	Yes	Yes	Yes	No	Yes
4	Remote Deposit Capture	Yes - 8:00 p.m. CT same day credit	Yes; 3 scanners at no charge with 10:00 p.m. CT same day credit	Yes - 9:00 p.m. CT same day credit	Yes	Yes - 9:00 p.m. CT same day credit
Collateral Requirements						
1	Collateralization	Yes	Yes	Yes	Yes	No; base collateral on prior day collected balances
2	Collateral Amount	Yes	Yes	City cannot approve collateral in advance; can after the fact	Yes	No; request pre-authorization for necessary collateral increases and reductions
3	Collateral Custody	Yes - Federal Reserve Bank - Boston	Yes - Bank of New York Mellon	Yes - Federal Home Loan Bank LOC	Yes - Texas Independent Bank	Yes - Bank of New York Mellon
4	Collateral Substitution	Yes	No	Yes	Yes	No; see Pledge Agreement
5	Collateral Report	Yes - exception of rating information	Yes - exception of current face value and rating information	Yes	Yes	No; exception of ratings
6	Board Resolution	Yes	Yes	Yes	Yes	Yes; See Tab D
Investment Activities						
1	Direct Investment Alternative	Yes	Yes	Yes	Response not marked	Yes
2	Certificates of Deposit	Yes	Yes	Yes	Response not marked	Yes
3	Security Clearance/Safekeeping Services	Yes	Yes - exceptions of timing for mailing acknowledgments and no web-based monitoring system	Available from Bank of New York Mellon directly with no warranties or endorsements by JPM	Yes	Yes
4	Separate Securities Clearing/Safekeeping Services	No	Yes	BNYM	No	Yes
5	Cost Sharing or Credit for Third Party Safekeeping Services	No	No	BNYM; cost can be paid directly to BNYM or through account analysis	No	No
Overdraft Provisions						
1	Net Overdraft Defined - Balances Collectively	No; individual accounts	Yes	Yes	Response not marked	No; individual accounts
2	Notification	Yes	Yes	Yes	Response not marked	Yes
3	Stipulations - Days / \$ Amount / Interest rate / NSF fee	1 Day / \$ N/A / Prime +4% / \$36 NSF fee per item	Case by Case	Case by Case with interest rate of Prime +3%	Response not marked	Case by Case
Other Stipulations						
1	Regulation Notifications	Yes	Yes	Yes	Yes	Yes
2	Incoming Wire Transfers	Yes	Yes	Yes	No - automated online notifications	Yes
3	Right to Cancel Under Federal or State Law Rulings	Yes	Yes	Yes	Response not marked	Yes
4	Access to Bank Records	Yes	Yes	Yes	Yes	Yes
5	Right to Open and Maintain Other Accounts	Yes	Yes	Yes	Yes	Yes
6	Secondary Bank Depository	Yes	Yes	No; however, appears to be a yes with fees subject to discussion	Yes	No
7	Right to Terminate	Yes	Yes	Yes - with reciprocal rights	Yes	Yes
8	Terms Fixed	Yes - Initial term only	Yes	Yes	Yes	No; rates subject to change and will be reviewed during semi-annual meetings
9	One Relationship Officer	McKenzie VanHoy; VP; 713.425.0861	Kevin Grothouse; VP; 202.253.2568	Joanna Caudillo; Relationship Manager 713.216.4087	Michelle Foste; AVP 409.632.5023	Ann Battaglia; VP 281.971.2159
Miscellaneous						
1	Semi-Annual Meeting	Yes	Yes	Yes	Yes	Yes
2	Formal Agreement Required	Yes	Yes	Yes - with exceptions as noted in RFA	Response not marked	Yes
Application Submission						
		Page 29 not signed in PDF	Provided	Page 15 or 23 not signed in PDF	Page 8 not signed in PDF	Provided

City Deer Park, Texas - Primary Depository Bank Services RFA Analysis - Best and Final Offer



November 26, 2018		BB&T Pasadena Branch	Capital One La Porte Branch	JPMorgan Chase Deer Park Branch BAFO	Moody Bank Pasadena Branch	Wells Fargo (Incumbent) Deer Park Branch BAFO
Fee Schedules						
	Bank Services	Provided	Provided	Provided	Provided - Noted errors	Provided
Response Attachments						
1	Account Analysis - pro-forma	Provided	Provided - included reserve req.	Provided	Provided	Provided sample
2	Rate Basis	Provided	Provided	Provided	Provided	Provided
3	Sample Collateral Agreement	Provided	Provided	Provided	Not provided	Provided
4	Security Measures	Provided	Provided	Provided	Provided	Provided
5	Technology Specifications	Provided	Provided	Provided	Provided	Provided
6	Sample Safekeeping Report	Provided	Provided collateral pledge report	Provided	Provided	Provided
7	Securities Safekeeping Fees	Provided	Provided	Provided	Provided	Provided
8	Investment Account Information	Provided	Provided	Provided	Provided	Provided
9	Summary Business Continuity Plan	Provided	Provided	Provided	Provided	Provided
10	References	Provided	Provided	Provided	Provided	Provided
11	Sample FIRREA Compliant Document	Provided	Provided	Will Provide upon award	Provided	Provided
Other Considerations						
1	Transition Cost for Bank Checks, Deposit Slips and other supplies	No cost for tamperproof bags, deposit slips, endorsement stamps	None	Up to \$1,000	None	No cost for check stock, deposit supplies and tamperproof deposit bags for the life of the contract
2	Waived Account Analysis Fees	None	First 3 months waived; balance assessment fees waived for life of contract	First Nine (9) months waived account analysis fees up to \$15,000	None	
3	Free Scanners	None	3 free scanners	Six (6) free scanners	None	
4	Other Incentives	None	None	None	None	\$3,500 annual cash credit to offset Courier/Armored Car Service for duration of contract; \$17,500 total

City Deer Park, Texas - Primary Depository Bank Services RFA Analysis - Best and Final Offer



November 26, 2018	BB&T Pasadena Branch	Capital One La Porte Branch	JPMorgan Chase Deer Park Branch BAFO	Moody Bank Pasadena Branch	Wells Fargo (Incumbent) Deer Park Branch BAFO
FEE ANALYSIS OF DEPOSITORY BANK SERVICES					
Proposed Fees - Banking Services					
Monthly Fee Estimate	(4,659)	(2,283)	(2,297)	(3,556)	(2,606)
Monthly Estimated Assessment Fee	-	Waived	179	455	283
One time Set-up Fees	(605)				
Fees for Three Year Term	(168,335)	(82,197)	(82,686)	(128,014)	(93,801)
Fees for Five Year Term	(280,156)	(136,995)	(137,810)	(213,357)	(156,336)
Contract Incentives					
Estimated Waived Fees	-	6,850	15,000	-	-
Transition Allowance	-	-	1,000	-	-
Annual Cash Credit to offset Courier fees X 3 Years	-	-	-	-	10,500
Annual Cash Credit to offset Courier fees X 5 Years	-	-	-	-	17,500
Total Fees for Three Year Term less Incentives	(168,335)	(75,347)	(66,686)	(128,014)	(83,301)
Total Fees for Five Year Term less Incentives	(280,156)	(130,145)	(121,810)	(213,357)	(138,836)
Earnings Credit					
Earnings Credit Rate	1.45%	1.50%	1.60%	1.25%	1.25%
Rate Basis	Indexed to Federal Fund Target rate; Start at 1.45% and add 40% of increases in target rate	Bank Managed Rate	Bank Managed Rate	Bank Managed Rate / 91 Day T-Bill Cap of 1.50%	Bank Managed Rate
Target DDA Compensating Balance	-	-	1,389,288	3,793,020	2,221,369
Monthly Earnings Credit less Reserve	-	-	1,852	3,556	2,314
Earnings Credit for Three Year Term	-	-	66,686	128,014	83,301
Earnings Credit for Five Year Term	-	-	111,143	213,357	138,836
Reserve Requirement	0%	0%	0%	10%	0%
Net Fees for Three Year Term	(168,335)	(75,347)	0	0	0
Net Fees for Five Year Term	(280,156)	(130,145)	(10,667)	0	0
Interest Income Estimate					
Investment Option	Special Money Rate Checking	Public Funds NOW Checking	Money Market Deposit Account	Interest Bearing Checking	MMMF Sweep
Rate Basis	Indexed to Federal Fund Target rate; Start at 1.55% and add 40% of increases in target rate	Bank Managed Rate	Bank Managed Rate	Federal Funds minus 15bps	Stagecoach Sweep - Managed
Interest Rate	1.55%	1.50%	1.65%	2.03%	1.83%
Investment Balance	19,600,000	19,600,000	18,210,712	15,806,980	17,378,631
Monthly Investment Income	25,317	24,500	25,040	26,740	26,502
Three Year Investment Income	911,400	882,000	901,430	962,645	954,087
Five Year Investment Income	1,519,000	1,470,000	1,502,384	1,604,408	1,590,145
Three Year Income/(Cost)	743,065	806,653	901,430	962,645	954,087
Five Year Income/(Cost)	1,238,844	1,339,855	1,491,717	1,604,409	1,590,145

City Deer Park, Texas - Primary Depository Bank Services RFA Analysis - Best and Final Offer



November 26, 2018	BB&T Pasadena Branch	Capital One La Porte Branch	JPMorgan Chase Deer Park Branch BAFO	Moody Bank Pasadena Branch	Wells Fargo (Incumbent) Deer Park Branch BAFO
Safekeeping Fee Estimate					
Three Year Estimated Safekeeping Charges	(17,220)	(1,800)	(3,150)	(2,412)	(2,088)
Five Year Estimated Safekeeping Charges	(28,700)	(3,000)	(5,250)	(4,020)	(3,480)
Net Fees for Three Years including Safekeeping Fee Estimate	725,845	804,853	898,280	960,233	951,999
Net Fees for Five Years including Safekeeping Fee Estimate	1,210,144	1,336,855	1,486,467	1,600,389	1,586,665
October 1, 2018 Submission Date					
Historical Bank Balance	\$ 19,600,000	\$ 19,600,000	\$ 19,600,000	\$ 19,600,000	\$ 19,600,000
91-Day T-Bill Discount Rate	2.19%	2.19%	2.19%	2.19%	2.19%
Fed Funds Rate Actual	2.18%	2.18%	2.18%	2.18%	2.18%
Fed Funds Rate Target	2.00 - 2.25%	2.00 - 2.25%	2.00 - 2.25%	2.00 - 2.25%	2.00 - 2.25%
Local Government Investment Pool	2.11%	2.11%	2.11%	2.11%	2.11%



Legislation Details (With Text)

File #:	DIS 18-167	Version:	1	Name:	
Type:	Discussion	Status:		Agenda Ready	
File created:	11/29/2018	In control:		City Council Workshop	
On agenda:	12/4/2018	Final action:			
Title:	Discussion of issues relating to voluntary a request for voluntary annexation of a +/- 37 acre parcel in the City's ETJ located at 739 Independence Parkway into the Deer Park city limits.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Molto Properties- Geo Specialty 739 Independence Annexation - Cover Letter 11.26.18				

Date	Ver.	Action By	Action	Result
12/4/2018	1	City Council Workshop		

Discussion of issues relating to voluntary a request for voluntary annexation of a +/- 37 acre parcel in the City's ETJ located at 739 Independence Parkway into the Deer Park city limits.

Summary:

Attached is a memorandum from Molto Properties regarding the proposed voluntary annexation of a +/- 37 acre parcel in the City's ETJ located at 739 Independence Parkway into the Deer Park city limits.

The property is currently a vacant, undeveloped land parcel that was formerly developed with a chemical manufacturing plant. The proposed use is two Class A industrial/office/warehouse buildings featuring concrete tilt-wall construction totaling 555,000 square feet or greater.

The project developer is Molto Properties, a privately held industrial real estate developer and investor. The current owner and applicant is Geo Specialty Chemicals, Inc. The property will be transferred to the Developer during the annexation process.

The Owner/Applicant and Developer plans to acquire a 1' minimum fee simple interest ("the Fee Strip") from the existing City Limit boundary on the north side of Loves Travel Stop to the proposed annexation property boundary. The owner is requesting water and sanitary sewer service from the City, but understands it will be the property owner's responsibility to pay for the cost of extension of said services from their site to the point of connection in the City as designated by the City.

The Owner/Applicant plans to submit a formal request by December 10th for a hearing on December 18th City Council Meeting.

The proposed Project will add approximately \$40,000,000 of assessed value to the Property. The City will benefit from the additional value and the City taxes after annexation and will eliminate the need for an Industrial District Agreement on this property. The proposed project will have a relatively low impact on the City's water and sewer resources as typical industrial/warehouse and distribution uses are low consumers of water and sewer. The City will have to provide City services, such as Police Fire/EMS. A municipal service plan will be required to be developed.

The Developer and Owner/ Applicant are also contemplating a possible second phase to the project that would include +/- 12 acres and an additional +/-175,000 SF industrial/warehouse/distribution building.

More detailed information including overview of the site's location and conceptual site plans are included in the attached memorandum and exhibits.

Fiscal/Budgetary Impact:

Additional taxable value would result after annexation. City services would have to be provided.

Discussion only in Council Workshop. Once a formal annexation petition is received, it is anticipated that at the December 18, 2018 Regular Council meeting that Council will consider actions to direct staff to prepare a Municipal Service Plan and schedule public hearings on the voluntary annexation.

November 26, 2018

Memorandum

TO: City Council of Deer Park, Texas

FROM: Chad Parrish - Molto Properties

RE: 739 Independence Parkway: +/- 37 Acres Annexation and Utility Extensions

Objective: To voluntarily annex and provide public utility access and other City services to a +/- 37 acre parcel located at 739 Independence Parkway (the "Property").

Site Description: The Property is currently a vacant, undeveloped land parcel that was formally developed with a chemical manufacturing plant. The proposed use is two Class A industrial/office/warehouse buildings featuring concrete tilt-wall construction totaling 555,000 square feet or greater. The Property is currently outside the limits of the City of Deer Park. The Property lies in the Extraterritorial Jurisdiction (ETJ) of the City of Deer Park and is in the Industrial District. See attached Exhibit A on page 3 for an overview of the site's location and Exhibit C on page 5 for a conceptual site plan.

Developer: The project developer is Molto Properties, a privately held industrial real estate developer and investor. See Exhibit E on page 7 for informational materials on Molto Properties.

Owner/ Applicant: The current owner and applicant is Geo Specialty Chemicals, Inc. The property will be transferred to the Developer during the annexation process.

Contiguous Property to City Limit line: The Owner/Applicant and Developer will acquire a 1' minimum fee simple interest ("the Fee Strip") from the existing City Limit boundary on the north side of Loves Travel Stop to the proposed annexation property boundary. See Exhibit B on page 4 for details of the Fee Strip location.

Timing: The Developer is currently under contract to acquire the Property and is within the Due Diligence period of the contract. The Developer must complete its Due Diligence and obtain all necessary approvals, agreements, etc. or obtain comfort regarding the level of support for the development of the Property by January 20, 2019. The Owner/Applicant plans to submit a formal request by December 10th for hearing on December 18th City Council Meeting.

History: The Property in question is a well-located parcel with excellent access to Independence Parkway and State Highway 225 (Pasadena Freeway). Much of the Highway 225 corridor is developed with a mix of commercial, industrial, heavy manufacturing, and chemical plants, among other uses. The commercial parcels in the immediate proximity adjacent to the Property are semi-developed due to the lack of public utilities. The heavy industrial and manufacturing plants in the area utilize private utilities. The subject Property was previously a chemical plant that was shuttered in the early to mid-1990s. The Property has been relatively idle for at least 20 years.

Case Study: In 2012 Loves Travel Stop acquired a +/- 12 acre parcel at the northwest corner of State Highway 225 and Independence Parkway. Loves petitioned the City of Deer Park for voluntary annexation and utilities and obtained approval to annex in the summer of 2012. Loves obtained engineering approval in September 2012 to extend public water and a private force main to connect

to the City of Deer Park. The Developer intends to pursue a similar annexation plan as Loves. See attached Exhibit D on page 6 for a copy of the approved utility plan for Loves Travel Stop.

Utility Route: Several options were explored to gain utility access factoring in distance, constructability, cost, Right of Way impacts, and future maintenance. The Developer and City Staff conducted numerous meetings to discuss the route and conceptual plans. The proposed route is detailed below. See attached Exhibit B on page 4 for details on the utility route.

Water: A 10" water line will be extended from the existing line terminating at the east property line of Loves Travel Stop. The existing line is located in a public utility easement. The line extension will be routed within the Harris County ROW (along Independence Parkway) and the Developer proposes to continue that route until it reaches the subject Property.

Sewer: A private sanitary sewer lift station will be located on the subject site. A 4" private force main will extend approximately 5000 feet in the Harris County ROW, the TXDOT ROW and the City of Deer Park ROW and connect to a City sanitary sewer manhole in E. 13th Street.

Cost: The Developer intends to pay for the cost of the utility extension.

Cost/Benefit/Impact: The proposed Project will add approximately \$40,000,000 of assessed value to the Property. The City will benefit from the additional value and the City taxes after annexation eliminates the Industrial District Agreement. The proposed project will have a relatively low impact on the City's resources as typical industrial/warehouse and distribution uses are low consumers of water and sewer.

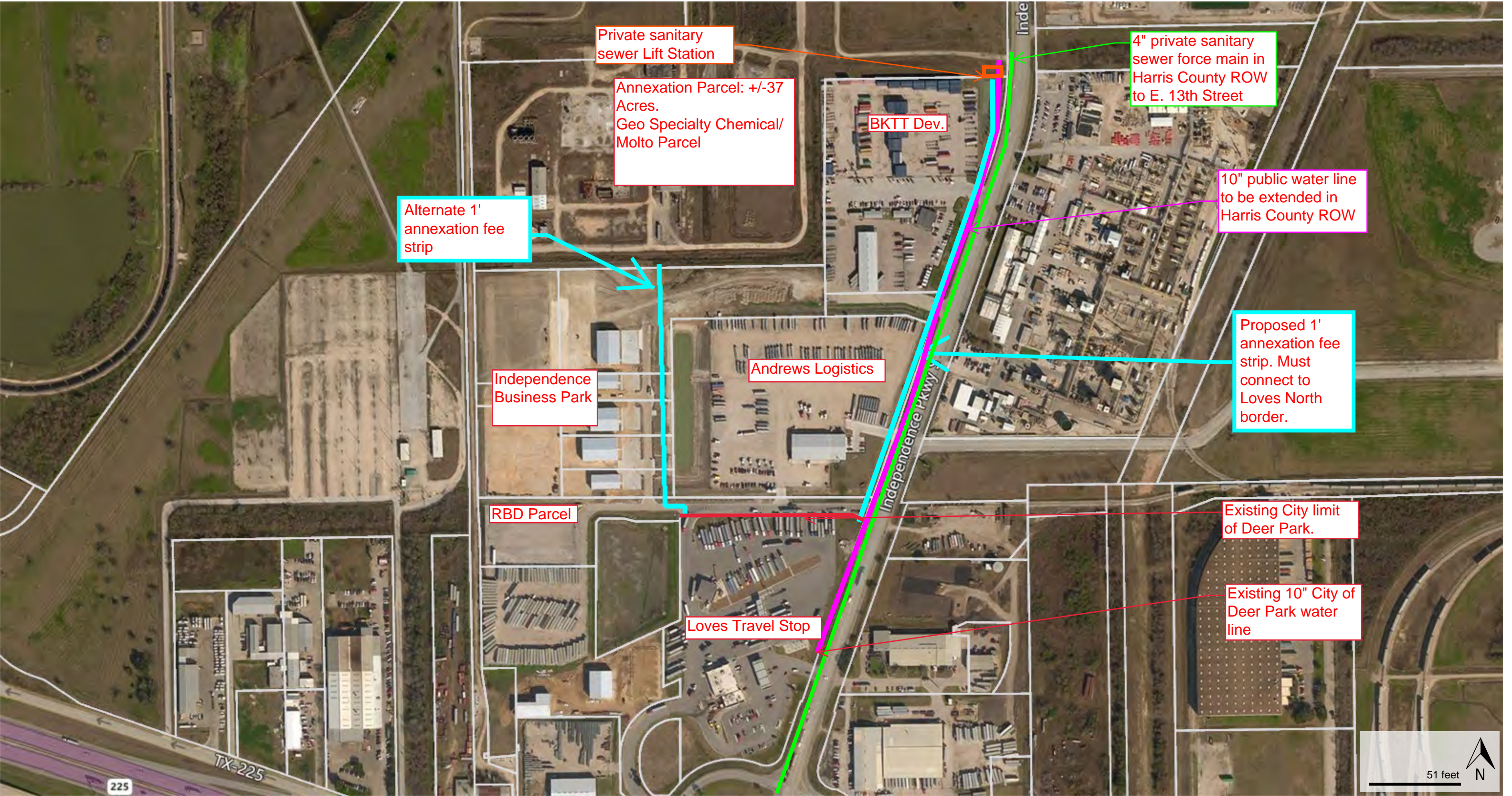
Phase II: The Developer and Owner/ Applicant are contemplating a second phase to the project that will include +/- 12 acres and an additional +/-175,000 SF industrial/warehouse/distribution building. If the transaction materializes, this will be included in the initial annexation request.

Formal Request: The Owner/Applicant and Developer intend to make a formal request for annexation to the City Council. The target date is the December 18th City Council meeting, pending acquisition of the fee strips required to obtain a contiguous property to the existing City Limit.

Exhibit A

Phase II:
+/- 12 ac

Phase I:
+/- 37 ac



SITE PLAN - OPTION 6b

SITE AREA = 36.96 AC (1,609,965 SF)	BUILDING AREA = 555,200 SF	COVERAGE = 34.49%	
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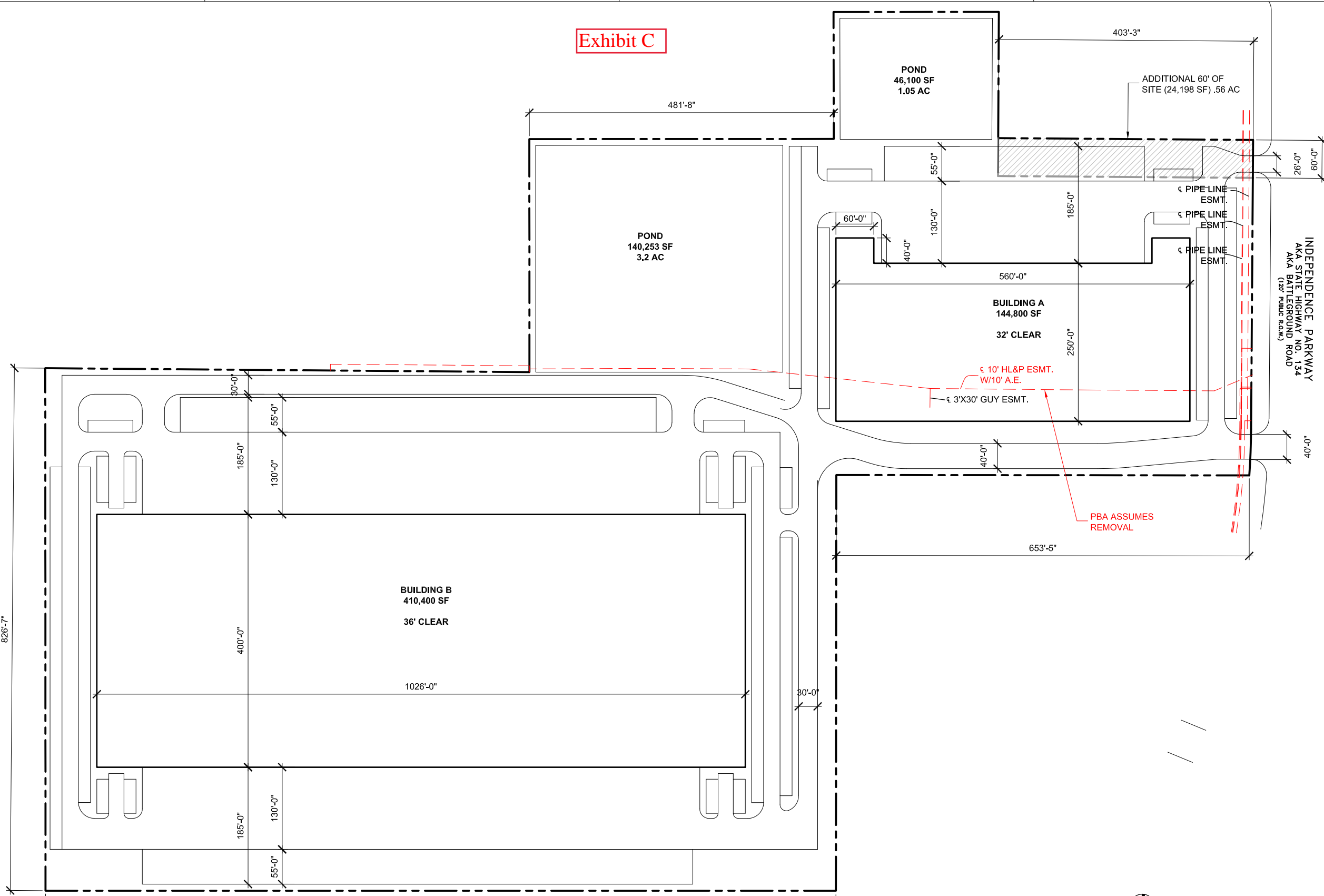
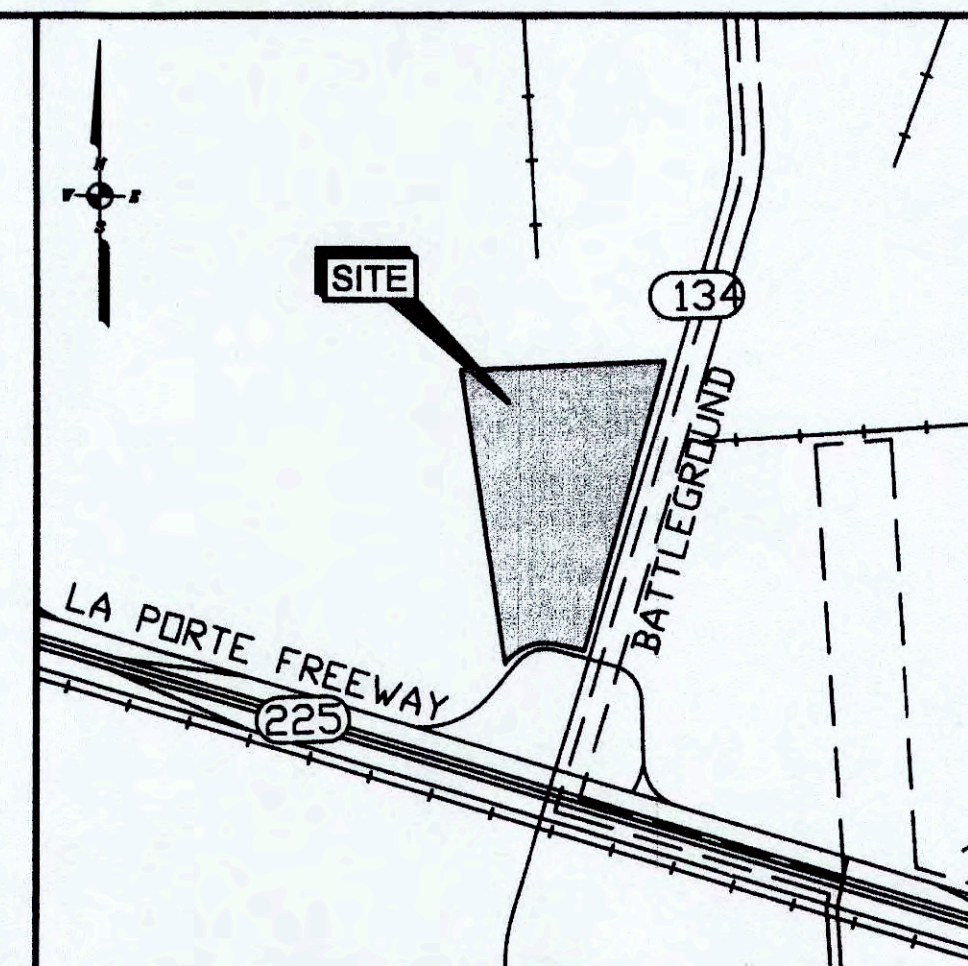
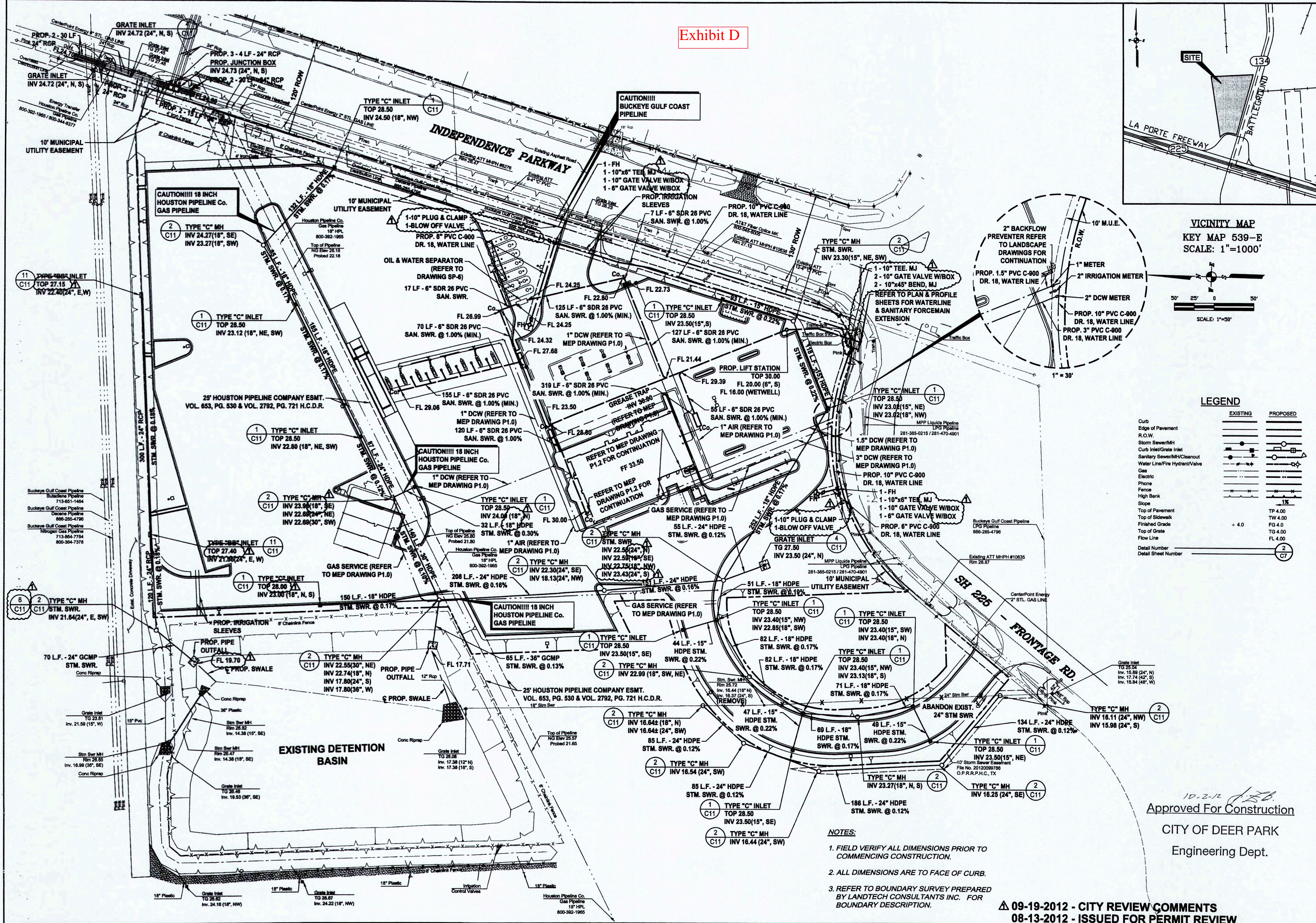


Exhibit D



VICINITY MAP
KEY MAP 539-E
SCALE: 1"=1000'

LEGEND

EXISTING	PROPOSED
Curb	Curb
Edge of Pavement	Edge of Pavement
R.O.W.	R.O.W.
Storm Sewer/MH	Storm Sewer/MH
Curb Inlet/Grate Inlet	Curb Inlet/Grate Inlet
Sanitary Sewer/MH/Cleanout	Sanitary Sewer/MH/Cleanout
Water Line/Fire Hydrant/Valve	Water Line/Fire Hydrant/Valve
Gas	Gas
Electric	Electric
Phone	Phone
Fence	Fence
High Bank	High Bank
Slope	Slope
Top of Pavement	TP 4.00
Top of Sidewalk	TW 4.00
Finished Grade	FG 4.0
Top of Grate	TG 4.00
Flow Line	FL 4.00
Detail Number	
Detail Sheet Number	

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5625 Schumacher • Houston, Texas 77057 • (713) 975-9990

Registration No. F-000340

DEER PARK, TX
UTILITY PLAN

Love's Country Stores

Revisions:
No. Date

Project No.: 11190
Date: SEPTEMBER 2012
Sheet No.: **C6**

- NOTES:**
1. FIELD VERIFY ALL DIMENSIONS PRIOR TO COMMENCING CONSTRUCTION.
 2. ALL DIMENSIONS ARE TO FACE OF CURB.
 3. REFER TO BOUNDARY SURVEY PREPARED BY LANDTECH CONSULTANTS INC. FOR BOUNDARY DESCRIPTION.

09-19-2012 - CITY REVIEW COMMENTS
08-13-2012 - ISSUED FOR PERMIT REVIEW

10-2-12
Approved For Construction
CITY OF DEER PARK
Engineering Dept.

OWNERS, INVESTORS & DEVELOPERS OF INDUSTRIAL REAL ESTATE

ACQUISITIONS | SALE LEASEBACKS | VACANT BUILDINGS | BUILD-TO-SUITS | SPECULATIVE DEVELOPMENT

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With over 50 years of combined experience, Molto Properties is a privately held, entrepreneurial industrial real estate firm with over four million square feet of industrial properties under management. Started in 2008, the company focuses on the acquisition, development and operation of quality industrial real estate primarily in the central portion of the U.S.

• BROAD INDUSTRIAL EXPERIENCE

An established history as both operators and investors, the team has unique and extensive backgrounds in operating, acquiring and developing industrial real estate. The senior team has acquired or developed over \$1.2 billion in industrial real estate.

• LOCAL MARKET EXPERTISE

Our established relationships with brokers and tenants along with our deep market knowledge, has created a track record of successful investing in core and value-add opportunities.

• WIDE RANGE OF TRANSACTION CAPABILITIES

We're actively pursuing investment opportunities such as stabilized properties, short and long-term sale leasebacks, vacant buildings, redevelopments, bank notes, build-to-suits and land for speculative development.

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Committed capital and a strong balance sheet allows us the freedom to explore entrepreneurial opportunities, be true to our word and close quickly.



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PROJECT TEAM

Meet the expert and entrepreneurial team members of Molto Properties.



Todd A. Naccarato

Founder, Managing Principal

Todd is the founder and Senior Principal of Molto Properties. Prior to founding Molto, he spent the prior 20 years as a Senior Vice President of Wilton Industries, a leading consumer products company that manufactures, markets and distributes products to major domestic retailers and customers across the world. His diverse Wilton experience included acquiring, as well as development and the operation of commercial real estate. Todd received his Bachelor's degree in Business Administration from St. Norbert's College and is a licensed real estate broker.



Michael Powers

Senior Principal

Michael became Chief Investment Officer and Senior Principal of Molto Properties in November 2016. He joined Molto Properties in 2014 and leads the creation and implementation of the capital deployment strategy for the company. Previously, Michael worked for Zilber Property Group where he was responsible for expanding the portfolio through acquisition and development. Prior to that, Michael spent ten years at First Industrial Realty Trust, most recently as Regional Development Officer in the Chicago & Milwaukee markets. Michael earned his Bachelor degree in Economics from the University of Wisconsin-Madison. His professional affiliations include AIRE, and Michael also serves on the board of the Chicago chapter of NAIOP.



Chad Parrish
Vice President

With over a decade of development and investment experience, Chad Parrish is the Vice President of Molto Properties for the Southern Region. Operating primarily in the Texas markets, he is in charge of implementing a capital deployment strategy for his region. He has multi-market experience, making him uniquely suited to capitalize on market trends. Prior to joining Molto, Chad held various positions at First Industrial Realty Trust. He is responsible for a wide array of Molto's operations in Texas including acquisitions, speculative developments, land acquisitions, entitlements, and redevelopment. Chad is a graduate of University of Missouri Trulaske College of Business and received a MBA in Finance from University of Missouri-Columbia College of Business.



Anthony Cincinelli
Vice President, Construction and Development

Anthony Cincinelli is Director of Construction and Development for Molto Properties. He has more than 15 years of engineering, construction and project management experience. Prior to joining Molto, Anthony was a Project Executive and Director of Business Development at McShane Construction Company. He was involved on a wide range of construction projects including industrial warehouse and distribution, manufacturing, corporate headquarters, mid-rise office, higher education, medical office, multi-family residential and LEED-certified projects. He holds a bachelor's degree in Civil Engineering from the University of Illinois Champaign-Urbana.

NOTABLE TENANTS / CLIENTS





Legislation Details (With Text)

File #: DIS 18-161 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 11/13/2018 **In control:** City Council Workshop
On agenda: 12/4/2018 **Final action:**
Title: Discussion of issues relating to an ordinance re-affirming the Tax Abatement Policy.
Sponsors: City Manager's Office
Indexes:
Code sections:
Attachments: [Reaffirm Ord 3862-Tax Abatement and Reinvestment Zone-12-2018](#)

Date	Ver.	Action By	Action	Result
12/4/2018	1	City Council Workshop		

Discussion of issues relating to an ordinance re-affirming the Tax Abatement Policy.

Summary:

Background: Chapter 312 (Property Redevelopment and Tax Abatement Act) of the Texas Tax Code provides authority for cities to establish guidelines and criteria for property tax abatement. Tax abatement guidelines are effective for a period of two (2) years. Also, during the 2 year period after approval or reaffirmation, the guidelines and criteria may only be amended or repealed by a 3/4th vote of the members of the governing body.

Tax Abatement Policy History:

- The City's Tax Abatement program was established by ordinance in 1998, amended in 2000, and reaffirmed in November of 2008.
- Ordinance No. 3381 was adopted in December of 2010, which amended the Tax Abatement Program to include new categories allowing qualifying restaurants and retail establishments that achieve certain thresholds for minimum investment (\$2 million for restaurants and \$5 million for retail) and number of employees. Also, Ordinance 3381 revised the minimum qualifying threshold for "basic industry" (manufacturing, regional distribution, research & development, etc.) from a minimum of \$10 million to \$7 million.
- Ordinance No. 3537, was passed on Nov. 20, 2012, reaffirmed the Tax Abatement Program under Ordinance No. 3381.
- On December 6, 2014, Ordinance No. 3687 was passed which reaffirmed the majority of the existing Tax Abatement program, but included the changes summarized below:
 - The minimum qualifying threshold for "basic industry" (manufacturing, regional distribution, research & development, etc.) was reduced from a minimum of \$7 million to

\$5 million. Previous comparisons with other cities have shown that the \$7 million minimum threshold for this category is relatively high.

- Revision of the criteria to attract large retail to allow Council to determine the percentage and length of tax abatement as well as the required number of employees depending on the magnitude of the economic impact projected by the proposed development.
- On December 6, 2016, Ordinance No. 3862 was passed which reaffirmed the tax abatement program that was approved in 2014.

The tax abatement guidelines & criteria are only effective for a two-year period so it is now time to review this program and decide whether to reaffirm the current provisions or make amendments. Staff proposes no changes to the current Tax Abatement Policy, and that the existing policy be re-affirmed by ordinance.

Fiscal/Budgetary Impact:

None

Discussion only at the Workshop. An action item to consider approval of the ordinance is on the December 4th regular Council Meeting Agenda.

ORDINANCE NO. _____

**REAFFIRMING THE REINVESTMENT ZONES AND TAX ABATEMENT PROGRAM
PASSED BY ORDINANCE 3862 OF THE CODE OF ORDINANCES OF THE CITY OF DEER
PARK; AND DECLARING AN EMERGENCY.**

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

I.

Reaffirming Ordinance 3862 regarding the Reinvestment Zones and Tax Abatement Program of the Code Of Ordinances of the City of Deer Park are hereby reaffirmed as follows:

Section 102-121: Reinvestment zones.

- (a) Tax abatement shall only be allowed in a reinvestment zone.
- (b) Reinvestment zones in the City for this purpose will be considered for designation by City Council upon the recommendation of the City Manager. The City Council may approve the creation of these reinvestment zones on a zone-by-zone basis after a public hearing before the City Council. Following the public hearing the City Council may consider the ordinance creating a new reinvestment zone in the proposed area.
- (c) The City Council may not adopt an ordinance designating a reinvestment zone until it has held a public hearing at which interested persons are entitled to speak and present evidence for or against the designation. Notice of the hearing shall be given at least seven days prior to the hearing. The presiding officers of eligible jurisdictions shall be notified in writing at least seven days prior to the hearing. A notice of the public hearing shall be given to other affected taxing jurisdictions published in the legal classified section of the official city newspaper and posted in other places as deemed appropriate, at least seven days prior to the hearing. The notice shall contain the location, time and place of the public hearing and a description of the proposed boundaries of the reinvestment zone.
- (d) The designation of such a zone by ordinance shall constitute an affirmative finding by the City Council that the improvements sought to be constructed or repairs to be made within the

zone are feasible and practical and would be of benefit to the land to be included within a zone and to the City.

(e) In determining whether an area qualifies as a reinvestment zone for the property tax abatement program, the City Council shall use any one or more of the following criteria as guidelines:

- (1) The area substantially impairs or arrests the sound growth of the City; retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present conditions and use by reasons of the presence of substantial number of substandard, slum, deteriorated, or deteriorating structures, predominance of defective or inadequate sidewalks or street layout; faulty lot layout in relation to size, accessibility, or usefulness, unsanitary or unsafe conditions;
- (2) deterioration of site or other improvements; tax or special assessment delinquency exceeds the fair value of the land; defective or unusual conditions of title; the existence of conditions that endanger life or property by fire or other cause; or any combination of these factors or conditions.
- (3) The area is predominantly open and, because of obsolete platting or deterioration of structures or site improvements or other factors, substantially impairs or arrests the sound growth of the City.
- (4) The area has been designated a local or state-federal enterprise zone under the Texas Enterprise Zone Act.
- (5) The area is located wholly within an eligible blighted area, as identified from time to time by City Council.
- (6) There has been a demonstration of community interest and there is evidence that substantial number of owners of taxable real property in the reinvestment zone will participate in such a program.

- (7) Be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City.
- (f) The goals and objectives expressed above and the standards and restrictions expressed in V.T.C.A., Tax Code § 312.001 et seq., are not exhaustive and shall be supplemented by such further and additional goals, objectives, rules, standards and restrictions as the City Council may from time to time impose.
- (g) The designation of a reinvestment zone hereunder shall expire five years after the date of its designation and may be renewed for periods not to exceed five years.

Section 102-122: Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abatement means the full or partial exemption from ad valorem taxes of certain real and/or personal property in a reinvestment zone designated for economic development purposes.

Agreement means a contractual agreement between a property owner and/or lessee and an eligible jurisdiction for the purpose of tax abatement.

Base year value means the assessed value of eligible property January 1, preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1, but before the execution of the agreement.

Competitively-sited project means a project where the applicant has studied competing locations for expansion, relocation, or new operations to evaluate operating cost differentials and incentives available.

Contract employee means a person who is not an employee of the abatement recipient, but who works for the abatement recipient in the reinvestment zone on a contract basis, either on a full-or part-time basis.

Deferred maintenance means improvements necessary for continued operations which do not improve productivity or alter the process technology.

Economic life means the number of years a property improvement is expected to be in service in a facility.

Eligible jurisdiction means any county, municipality, school district or college district, that levies ad valorem taxes upon and provides services to property located within the proposed or existing reinvestment zone.

Expansion means the addition of buildings, structures, fixed machinery or equipment for purposes of increasing production capacity.

Facility means property improvements completed or in the process of construction which together comprise an integral whole.

Full-time equivalent job means a job that is equal to 1,750 hours of work annually performed in the reinvestment zone by contract employees or part-time employees.

Manufacturing facility means buildings and structures, including fixed machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

Modernization means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration, or installation of buildings, structures, or fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, or repairing to meet local, state, or federal regulations.

New facility means improvements on a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.

Other basic industry facility means buildings and structures, including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services which

primarily serve a market outside the Houston Consolidated Metropolitan Statistical Area and resulting in the creation of new permanent jobs and additional investment.

Part-time employee means a person, who works for, and is an employee of, the abatement recipient in the reinvestment zone, but is not a permanent employee. Permanent employee means a person who works for, and is an employee of, the abatement recipient and works a minimum of 35 hours in a seven-day period, and reports to work in the reinvestment zone. A permanent employee does not include a contract employee, seasonal employee, or part-time employee.

Regional distribution center facility means buildings or structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the facility operator where a majority of the goods or services are distributed to points at least 100 miles from any part of the county, unless there is no facility in the county that receives, services, or distributes such goods and services to businesses and residents of the county.

Regional entertainment facility means buildings and structures, including fixed machinery and equipment, used or to be used to provide entertainment through the admission of the general public where the majority of users reside at least 100 miles from any part of the county, unless there is no facility providing the same or similar entertainment in the county.

Regional service facility means buildings and structures, including fixed machinery and equipment, used or to be used to service goods where a majority of the goods being serviced originate at least 100 miles from any part of the county, unless there is no facility in the county where businesses and residents of the county can obtain such service.

Research and development facility means buildings and structures, including machinery and equipment, used or to be used primarily for research or experimentation to improve or develop current technology in bio-medicine, electronics or pre-commercial emerging industries.

Research facility means buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop the production processes thereto.

Restaurant facility means a business establishment that primarily (defined as 51% or greater) in total food sales.

Retail facility means buildings and structures used or to be used for the conducting and management of business, including the storing and selling of goods directly to the customer.

Section 102-123: Application.

- (a) Any present or potential owner of taxable property in the City may request tax abatement by filing a written request with the City Manager or the City Manager's designee.
- (b) The application shall consist of a completed application form accompanied by: a general description of the new improvements to be undertaken; a descriptive list of the improvements for which abatement is requested; a list of the kind, number and location of all proposed improvements of the property; a map and legal description of the property; a time schedule for undertaking and completing the proposed improvements. The application shall also include a certification of the current number of permanent, part-time and contract employees of the applicant, by category, at the time of the application, and information regarding the project's competitive siting. In the event the project is to be located in a leased facility, the applicant shall provide with the application the name and address of the lessor and, if executed, a copy of the lease. In the case of modernization, the application shall include a statement of the assessed value of the existing facility for the tax year immediately proceeding the application year, separately stated for real and personal property. The application form may require such financial and other information as the City deems appropriate for evaluating the financial capacity and other factors of the applicant.
- (c) Upon receipt of the completed application, the City Manager shall notify in writing and provide a copy of the application to the presiding officer of the governing body of each eligible jurisdiction.
- (d) After receipt of an application for abatement, the City shall prepare a cost/benefit impact analysis setting out the impact of the proposed tax abatement. The cost/benefit impact shall

include but not be limited to an estimate of the economic effect of the abatement of taxes and the benefit to the City and the property to be included in the zone, and any other pertinent measures of the project's overall impact on the City's revenue stream both during and after the abatement period.

- (e) The City shall not enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installations of improvements related to a proposed modernization, expansion or new facility. An applicant is ineligible for abatement if a decision to commence a modernization, expansion or new facility in the City has been formally announced on or before an application for abatement has been filed with the City.
- (f) Variance. Requests for a variance from the provision of subsections 102-125(a), (b), (e), (g) and (h) shall be made in writing to the City Manager; provided however, the total duration of an abatement authorized shall in no instance exceed five years. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance and how the grant of abatement will lead to the creation or retention of job opportunities and new investment in the zone. Approval of a request for variance requires a majority vote of the City Council Members present.

Section 102-124: Public hearing and approval.

- (a) Prior to entering into a tax abatement agreement the City Council may, at its option, hold a public hearing at which interested persons shall be entitled to speak and present written materials for or against the approval of the tax abatement agreement. Notice of the public hearing shall be published in the official city newspaper not later than the seventh day before the date of the hearing. Notice of the public hearing may be given, posted or published in other places or by other means as the director deems appropriate.
- (b) In order to enter into a tax abatement agreement, the City Council must find that the terms of the proposed agreement meet these guidelines and criteria and that:

- (1) There will be no substantial potential adverse impact on the provision of city services or tax base; and
- (2) The planned use of the property will not constitute a hazard to public safety, health or morals.

Section 102-125: Economic development abatement authorized.

- (a) *Authorized facility.* A facility may be eligible for economic development abatement if it is a manufacturing facility, regional distribution facility, regional service facility, research facility, research and development facility or other basic industry facility, a regional entertainment facility, retail facility or restaurant facility.
- (b) *Creation of new value.* Abatement may only be granted for the additional value of eligible property improvements made subsequent to and listed in an abatement agreement between the City and the property owner and lessee (if required), subject to such limitations as the City Council may require.
- (c) *New and existing facilities.* Abatement may be granted for new facilities or the expansion of existing facilities. Improvements to existing facilities for purposes of modernization may receive abatement if proven to be essential to the entity's economic survival.
- (d) *Eligible property.* Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements, plus that office space and related fixed improvements necessary to the operation and administration of the facility, or tangible personal property when in conjunction with leased facilities.
- (e) *Ineligible property.* The following types of property shall be ineligible for abatement land; inventory; supplies; tools; vehicles; vessels; aircraft; housing; hotel accommodations; tangible personal property when not in conjunction with leased facilities; deferred maintenance investments; property to be rented or leased except as provided in subsection (f) of this section; improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to

produce, store or distribute natural gas, fluids or gases, that are not integral to the operation of the facility; property owned or used by the state or its political subdivisions or by an organization owned, operated or directed by a political subdivision of the state; and property that is owned or leased by a member of City Council or by a member of the City Planning Commission.

(f) *Owned and leased facilities.* If an authorized facility located on leased real property is granted abatement, the abatement agreement shall be executed by the City, the lessor and the lessee. If the real property is leased from a municipal corporation, the municipality shall not be required to execute the agreement in its capacity as a lessor.

(g) *Value and term of the abatement.* Abatement shall be granted effective upon the January 1 valuation date immediately following the effective date of the agreement. Projects (other than modernizations) which meet these guidelines and criteria are eligible for abatement on the value of the new properties on a sliding scale as follows:

Basic Industry

New Value Minimum: \$5,000,000 **Job Creation Minimum: 50 Employees**

FACILITY TYPE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Manufacturing, Regional Distribution, Regional Service, Research, Research & Development, Other Basic Industry	100%	100%	50%	25%	25%	0%	0%	0%	0%	0%

Retail/Entertainment

New Value Minimum: \$5,000,000 **Job Creation Minimum: To be determined by City Council based on the economic impact of proposed project**

FACILITY TYPE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Retail and Regional Entertainment SIZE: 80,000 square feet or larger	TBD%*	TBD%*	TBD%*	TBD%*	TBD%*	TBD%*	TBD%*	TBD%*	TBD%*	TBD%*

*abatment to be determined by City Council based on the economic impact of proposed project

Retail/Entertainment

New Value Minimum: \$5,000,000 **Job Creation Minimum: 20 Employees**

FACILITY TYPE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Retail and Regional Entertainment SIZE: 50,000 sf – 80,000 sf	50%	35%	30%	25%	20%	0%	0%	0%	0%	0%

Retail/Entertainment

New Value Minimum: \$5,000,000 **Job Creation Minimum: 20 Employees**

FACILITY TYPE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Retail and Regional Entertainment SIZE: 5,000 sf – 50,000 sf	25%	20%	15%	10%	5%	0%	0%	0%	0%	0%

Restaurants Only**New Value Minimum: \$2,000,000****Job Creation Minimum: 20 Employees**

FACILITY TYPE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Restaurants SIZE: 5,000 sf - \$50,000 sf	20%	20%	15%	10%	5%	0%	0%	0%	0%	0%

Provided, however that no abatement shall be given in the year when the facility fails to meet the employment minimum set forth in subsection 102-125(h)(4), except where the jurisdiction has determined that employment falls below minimum due to accident, casualty, fire, explosion, or natural disaster.

(1) If the period of construction exceeds two years, the facility shall be considered complete for purposes of abatement and in no case shall the period of abatement inclusive of construction and completion exceed five years.

(2) If a modernization project includes facility replacement, the value upon which abatement shall be determined shall be the value of the new unit less the value of the old unit. Modernization projects are eligible for abatement according to the above formula with the exception that abatement shall not exceed 80 percent in any year.

(h) *Economic qualifications.* To be eligible for tax abatement, the planned improvement:

- (1) Should provide an economic benefit to the City, taking all relevant factors into consideration, including (i) size of the abatement, (ii) income from sales tax and franchise fees generated by the planned improvement, and (iii) any additional expense to the City in providing city services as a result of the improvement; and
- (2) Must be necessary because capacity cannot be provided efficiently utilizing existing improved property when reasonable allowance is made for necessary improvements; and
- (3) Must be reasonably expected to increase the value of the property in the amount of \$5,000,000.00 upon completion of construction for manufacturing, regional distribution, regional service, research, research and development, other basic industry, retail, and regional entertainment facilities; or \$2,000,000.00 for restaurants.

- (4) Must be expected to create permanent employment for at least 50 people on a permanent basis in the designated zone for manufacturing, regional distribution, regional service, research, research and development and other basic industry. Retail and regional entertainment facilities 80,000 square feet or larger will have their minimum job creation thresholds determined by City Council based on the economic impact of the proposed project. Retail, regional entertainment and restaurant facilities under 80,000 square feet are expected to create permanent employment for at least 20 people on a permanent basis in the designated zone. This employment qualification shall take effect three years after the effective date of abatement and continue through the remaining term of the agreement; or
- (5) An abatement may be granted for a maximum investment of \$500,000.00 per job created or retained.
- (i) *Taxability.* From the date of execution of the abatement agreement to the end of the abatement period, taxes shall be payable as follows:
- (1) The value of ineligible property as provided in section 102-125(e) of this section shall be fully taxable;
- (2) The base year value of existing eligible property as determined each year shall be fully taxable; and
- (3) The additional value of new eligible property shall be taxable in the manner described in subsection 102-125(g) of this section, except as provided in subsection 102-125(h)(5) of this section.

Section 102-126: Agreement for economic development abatement.

After approval, the City shall enter into an agreement with the owner of the facility and lessee (as required), which agreement shall include:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year as provided in this article;

- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility; nature of construction, time schedule, map, property description and improvement list as provided in this article;
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration, and assignment as provided in this article and other provisions that may be required for uniformity or by state law;
- (6) Amount of investment and total permanent employees to be retained or created and total full-time equivalent jobs to be retained or created;
- (7) A requirement that the company, on or before February 1 of each year the tax abatement agreement is in effect, provide the City Manager a sworn statement that includes a delineation of the number of permanent employees, contract employees and part-time employees of the applicant company as of the immediately preceding January 1, who report to work in the reinvestment zone at each site covered by the agreement;
- (8) A requirement that the company annually file the form 11.28 with the appropriate county appraisal district to qualify for the abatement;
- (9) A provision that contract employees and part-time employees may be used to comply with the company's contractual obligation to create/retain jobs on a full-time equivalency basis for any number of jobs; provided that full-time equivalents shall only be used to satisfy the company's contractual obligation if the company maintains a minimum of 25 permanent employees who work on the project within the reinvestment zone; restaurant facilities must maintain a minimum of 15 permanent employees who work on the project within the reinvestment zone.
- (10) A requirement that property in a reinvestment zone that is owned or leased by a member of the City Council or by a member of the City Planning Commission is excluded from tax abatement.

Section 102-127: Recapture.

- (a) If the facility is completed and begins producing the product or service delineated in the agreement, but subsequently discontinues producing the product or service for any reason excepting fire, explosion, or other casualty or accident or natural disaster for a period of one year during the abatement period, then the agreement shall be terminated and the abatement of taxes for the calendar year during which the facility no longer produces the product or service also shall be terminated. The taxes otherwise abated for the calendar year in which the facility discontinued production or services specified in the agreement shall be paid to the City within 60 days from the date of the termination of the agreement.
- (b) Should the City determine that the company or individual is in default according to the terms and conditions of the agreement, the City shall notify the company or individual in writing at the address stated in the agreement, and if such condition of default is not cured within the 60 days from the date of such notice (“cure period”), then the agreement may be terminated.
- (c) The company or individual shall be in default of the agreement in the event the company or individual:
- (1) Allows its ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or
 - (2) Violates any of the terms and conditions of the abatement agreement and fails to cure during the cure period.
- In the event of default, the agreement may be terminated and upon the termination all or a pro rata portion of the taxes previously abated by virtue of the agreement shall be recaptured and paid within 60 days of the termination. The pro rata recapture of abated taxes shall be based on the number of years that the company was out of compliance and the degree to which the company was out of compliance, with equal weight being given to job creation and investment.
- (d) If the company defaults on any of the terms and conditions of the agreement, the company shall notify the City within 90 days of such default.

- (e) Notwithstanding the foregoing, the City Manager and the City Attorney are hereby authorized to negotiate and recommend to the City Council amendments to tax abatement agreements subject to termination under this section in lieu of termination.

Section 102-128: Administration.

- (a) The chief appraiser of the county appraisal district shall annually determine the value of the real and personal property comprising the reinvestment zone. Each year, the company or individual receiving abatement shall furnish the City with such additional information applicable to the tax abatement as may be necessary for the administration of the abatement. Once the value of the real and personal property has been established, the chief appraiser shall notify the affected jurisdiction which levies taxes of the amount of the assessment.
- (b) The agreement shall stipulate that employees and/or designated representatives of the City will have access to the reinvestment zone during the term of the abatement to inspect the facility and all company records related to the abatement agreement and the project to determine if the company is in compliance with the agreement. All inspections will be made only after the giving of 24 hours notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.
- (c) Upon completion of construction, the City shall annually evaluate each facility receiving abatement to ensure compliance with the agreement and report possible violations to the contract and agreement.

Section 102-129: Assignment.

The abatement agreements may be assigned to a new owner or lessee of the facility with the written consent of the City Council, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the agreement. Any assignment of a tax

abatement agreement shall be to an entity that contemplates the same improvements or repairs to the property, except to the extent such improvements or repairs have been completed. No assignment shall be approved if the assignor or the assignee is indebted to the City for ad valorem taxes or other obligations.

II.

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.

III.

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, in that it is necessary that the Tax Abatement Program be reaffirmed and corrected in its final form so that new business and jobs may be attracted to Deer Park, raising additional revenue for 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 #: DIS 18-162 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 11/13/2018 **In control:** City Council Workshop
On agenda: 12/4/2018 **Final action:**
Title: Discussion of issues relating to upcoming changes in Library policies/Library refresh.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
12/4/2018	1	City Council Workshop		

Discussion of issues relating to upcoming changes in Library policies/Library refresh.

Summary:

In anticipation of the 50th Anniversary of the Deer Park Library in 2019, Library Director Rebecca Pool will give an overview of upcoming changes in Library policies/Library refresh:

1. Make changes to collection to update the library's appearance and improve circulation

A. Change from Dewey Decimal System to BISAC/word categories

- Easier to find things/make shelves more friendly to casual browsing
- Refresh the library with little extra cost
- Future collection development is much simpler. Easier to see gaps in the collection.
- Forces you to keep the collection fresh!
- Dewey has many downsides
 - never meant for the public/invented when libraries had closed stacks
 - harder to shelve and to find items that are improperly shelved
 - doesn't keep things together when done perfectly
 - changes over time and moves items around, so have to keep reclassifying the same items
 - numbers mean less to people than words
 - categories themselves are outdated (Ex: Computers are artificially fitted into a very narrow set of numbers in a miscellaneous section of Dewey.)

B. Fiction-shelving by genre

- Shifted to unified shelving scheme in 2011 prior to expansion

- Pros to having just fiction:

 - saves spaces

 - keeps author's works together when they write in multiple genres

- Reasons to shift back to genre shelving:

 - Easier to browse collection and discover new authors

 - Libraries with genre breakouts have retained better circulation rates.

 - Patrons with a preference will be HAPPY. Some never really adapted to the

unified shelving.

C. Reducing Reference (Keep Small local/job training non-circulating section)

- Sadly, the days of coming to the library to spend a Saturday doing extensive research in the Reference section has gone the way of the BETA tape.

- Reference gets little use and it is too expensive to maintain a massive, current Reference section.

- Many reference materials are now available in online databases that can be accessed with a library card (e.g. Literary Criticism, medical information) 24/7. Electronic resources are kept up to date by the publisher, saving us time and space.

2. Make changes to improve access for Children/Teens

A. Lowering the age to get a card.

- We require a child to be 4 before they can get their own card. This is an old standard.

- Since we now program for babies, it makes sense to allow a parent to get the child a card regardless of their age. We have been purchasing materials for infants over the last few years and have seen an excellent growth rate in circulation. Allowing parents to get a card for an infant will support our mission of early childhood literacy.

B. Allow DVDs to check out on children's cards /Allow parents to restrict graphic novels rated MA or up.

- When we got the challenge to the graphic novel, our research showed most libraries do not discriminate in checking out materials based on age range.

- ALA has an anti-age discrimination.

- This would allow families to take advantage of children's materials fully, especially where they have multiple children in varying age ranges.

- Improve our circulation

- In hoopla, we are blocking children's cards from certain materials.

- We could still block R rated and NR materials from checking out on a child's card. Also, this addition would be welcome by our special needs families, who want help restricting their adult child's access to R rated movies.

- Provide a new card type for children that would restrict graphic novels with an MA or

EX rating

3. Additional thoughts:

A. Run a Food Drive/Fine Forgiveness week during February 2019, include the option to provide items for the Animal Shelter as part of the campaign.

4. It is planned that the Library will be closed January 2-5, 2019 and would reopen January 7, 2019.

Fiscal/Budgetary Impact:

Cost would include utilizing existing budgeted operating expenses, offsetting grants revenues and contributions from the Friends of the Library.

Discussion only.



Legislation Details (With Text)

File #: DIS 18-163 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 11/13/2018 **In control:** City Council Workshop
On agenda: 12/4/2018 **Final action:**
Title: Discussion of issues relating to repair of the Pratt Truss Bridge structure at the Battleground Golf Course.

Sponsors:

Indexes:

Code sections:

Attachments: [Memorandum of Agreement - Pratt Truss Bridge](#)
[Agreement for Acquisition of Historic Bridge](#)
[RPS Pratt Truss Bridge Cost Estimates](#)
[Pratt Truss Bridge Historical Marker File](#)
[Pratt Truss Bridge Letter to THC March 2018](#)
[RE Pratt Truss Bridge Located on Battleground Golf Course - Deer Park, Texas](#)
[Harris DeerParkGolfCoursebridge 04-17-2018](#)
[Preliminary Cost Estimate.Nov 2018](#)
[Preliminary Plans-golf Course Bridge Repair](#)

Date	Ver.	Action By	Action	Result
12/4/2018	1	City Council Workshop		

Discussion of issues relating to repair of the Pratt Truss Bridge structure at the Battleground Golf Course.

Summary:

On May 1, 2018 after considering three options (repair, replacement, or removal) provided by RPS (formerly Klotz Associates) and input from the Texas Historical Commission, the City Council selected the option to repair the Pratt Truss Bridge structure at the Battleground Golf Course. The preliminary cost estimate at that time from RPS was \$241,785 for repairing bridge. This "repair" option would allow the State historical marker to remain in place at the site.

RPS has completed the design, plans and specifications for the repair. Their latest cost estimate, which includes a 10% contingency, is \$370,705. This is which \$128,920 is more than the preliminary estimate. RPS indicates that the labor required to repair the truss members is the driving factor behind the costs. There is quite a bit of repair work needed and the skill to do the work is equivalent to that of cosmetic car repairs. The City's Public Works staff have also asked if it is possible to replace more truss members than are identified in the construction plans. If we remove the main truss members along with the intermediate supports, RPS recommends we notify the Texas Historical Commission of your intentions with a letter and return the historical marker. If this option were pursued, there would be a significant enough portion of the bridge that would no longer exist, and, therefore, would no longer have its historical significance.

\$250,000 was included in the Hotel Occupancy Tax (HOT) portion of the FY 2018-2019 Budget for the repair of the bridge. A budget amendment in the amount of \$128,920 would be needed to fund the new \$370,705 estimate for the repair. RPS states that the estimate of \$159,300 is still accurate, while the estimate to remove the bridge would be \$40,000 - 50,000. The expenditure for in-kind repair of the existing historic bridge would be eligible out of HOT funds since it is for historic preservation. However, the expense for replacement or removal of the bridge would not be eligible out of HOT funds because said expenditure would not be for historic preservation. Also, as previously stated, replace of more truss members than are identified in the construction plans would result in the loss of the historical marker since there would be a significant enough portion of the bridge that would no longer exist, and, therefore, would no longer have its historical significance.

To summarize:

- 1) The plans for the repair of the bridge are ready to solicit bids, but the current construction estimate exceeds the budget by \$128,920. A budget amendment would be needed to continue to pursue the repair option. This option would retain the historical marker and can be funded out of HOT funds.
- 2) The repair option (\$159,300) and removal option (\$40,000 - 50,000) are less expensive than the repair option but cannot be funded out of HOT funds and would result in the loss of the historical marker.

Below is background information from the May 1, 2018 Council Workshop and Regular Meeting.

Background Information from May 1, 2018 Council Meeting:

The Pratt Truss Bridge located at the Battleground Golf Course was originally constructed in 1891 in Coryell County, Texas. The bridge is a 90-foot-long metal pin-connected Pratt through truss. It was built by the Clinton Bridge and Iron Company of Clinton, Iowa, and is the only known bridge built by this company remaining in Texas. The bridge was relocated in the mid-1990's from Coryell County to the Battleground Golf Course as part of an Intermodal Surface Transportation Efficiency Act (ISTEA) transportation enhancement project. The ISTEA grant application for the project included \$100,000 in federal funds and a \$25,000 local match from the City.

A Memorandum of Agreement (MOA) signed by the Federal Highway Administration, the Texas State Historic Preservation Officer (SHPO) and TxDOT in late 1994, indicates that these three parties agreed to the relocation of the bridge to the Battleground Golf Course. According to the MOA, at the time of the bridge relocation, the City of Deer Park was to sign a separate "preservation and maintenance agreement" subject to review and comment by the State Historic Preservation Officer (SHPO). The City of Deer Park and the Texas Historic Commission (THC) have been unable to locate a copy of this agreement. However, subsequent to the February 20, 2018 Council Workshop, and as a result of receipt of an open records request, the City's Public Works staff have found the "Agreement for the Acquisition of the Historical Bridge" that was executed between the City of Deer Park and Coryell County in 1995. This agreement contains a clause that states that the recipient (City of Deer Park) agrees to preserve and maintain the bridge and the features that give it its historic significance.

Since being relocated to the Battleground Golf Course, the bridge has been used for golf cart traffic on the Course; however, the decking and support structure of the bridge have been replaced and the iron truss elements have deteriorated over time. In 2012, a contract in the amount of \$229,635 was

approved by the City which transferred the loads from the existing truss members to the new structural support system and provided a safe path across the new deck and curb system and a new stainless steel pedestrian rail. However, the Pratt Truss structure has continued to deteriorate. Due to its condition, the City engaged RPS (formerly Klotz Associates) to perform an evaluation of the historic significance of the Pratt Truss Bridge located at the Battleground Golf Course. Additionally RPS was asked to explore options for the truss bridge which included 1) repairing the historic truss structure, 2) replacing the truss structure with a similar type structure to maintain the historic appearance of the bridge, or 3) removing the truss structure. RPS responded by providing the following estimates for the Truss bridge:

- 1) \$241,785 for repairing the historic truss structure
- 2) \$159,300 for replacing the truss structure with a similar type structure to maintain the historic appearance of the bridge
- 3) \$40,500 for removing the truss structure.

As previously stated, a “preservation and maintenance agreement” document for the bridge has not been located. However, the “acquisition agreement” containing a clause stating that the City of Deer Park agrees to preserve and maintain the bridge and the features that give it its historic significance has been located. The “acquisition agreement” document also has a couple of other interesting components. First, it contains a termination section, which includes an option for either party (City or Coryell County) to terminate upon 30 days written notice to the other party. Second, it contains a “right of first refusal” clause stating that should the City decide to sell, donate or otherwise transfer the title to the Bridge, the City shall notify the Mother Neff State Park Association of Moody, Texas at least 30 days in advance. Based on the “acquisition agreement” verbiage and after a discussion between the city attorney, city staff, and RPS, it was determined that the best course of action was to:

- A. Request the Texas Historical Commission’s comments and input on the options being considered; and
- B. Request the Texas Historical Commission’s input on the status of the historical marker if the replace or remove option is selected.

A letter, dated March 12, 2018, was sent to the Texas Historical Commission requesting a response. Also, a follow-up email was sent to THC on April 5, 2018. The THC responded on April 17, 2018. In summary, the THC response states:

- 1) The bridge acquisition agreement among TxDOT, Coryell County, and the City of Deer Park requires that the City "preserve and maintain the Bridge and the features that give it its historic significance, adhering to the provisions of the U.S. Secretary of the Interior's Standards for Rehabilitation."
- 2) No separate maintenance agreement has been located to date, and neither the MOA nor the acquisition agreement stipulate ongoing oversight by THC.
- 3) Texas Historical Commission's preference is in-kind repair of the existing historic truss bridge, as the City of Deer Park committed to do in the bridge acquisition agreement.
- 4) THC does not recommend additional documentation at this time. Instead, they encourage placing copies of the 1990s documentation at local libraries or archives in Deer Park and

Coryell County.

- 5) Should a new bridge be desired, rather than construction of a replica of this bridge they encourage consideration of a historic truss bridge marketed by TxDOT, as that could save another significant bridge from demolition.
- 6) THC encourages salvaging bridge members that remain in good condition for interpretive efforts at the site or for use in repair of other similar truss bridges.
- 7) Retaining the Official Texas Historical Marker describing the engineering significance and relocation of this bridge would not be appropriate if the bridge is removed or replaced. Coordinate return of the marker to the Harris County Historical Commission.

The THC recognizes that the decision rests with the City.

The following information is attached:

- a. Memorandum of Agreement (MOA) signed by the Federal Highway Administration, the Texas State Historic Preservation Officer (SHPO)
- b. Agreement for the Acquisition of the Historical Bridge
- c. Cost estimates submitted by RPS
- d. Marker file for the Pratt Truss Bridge Historical marker number 11958 Atlas number 5201011958
- e. Letter to THC - dated March 12, 2018
- f. Email to THC - dated April 5, 2018
- g. Response from THC - dated April 17, 2018
- h. Nov. 5, 2018 Cost estimate for repair of the bridge from RPS - new information
- i. Construction plans for repair of the bridge - new information

Fiscal/Budgetary Impact:

Options:

- 1) \$370,705 for repairing the historic truss structure. \$250,000 in HOT funds is budgeted. Would require a budget amendment. Would retain historical marker.
- 2) \$159,300 for replacing the truss structure with a similar type structure to maintain the historic appearance of the bridge. Would not be eligible for HOT funding or retention of historical marker.
- 3) \$40,000 - 50,000 for removing the truss structure. Would not be eligible for HOT funding or retention of historical marker.

Discussion only during workshop. An item allowing for consideration and possible action is included

on the December 4, 2018 Regular Meeting Agenda.



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
826 FEDERAL OFFICE BUILDING
AUSTIN, TEXAS 78701-3276

AMI SPW
GWA

December 15, 1994

IN REPLY REFER TO

HN-TX

CSJ: 0909-39-010
Memorandum of Agreement
Bridge Replacement at County Road
322 at Leon River
Coryell County

Dianna f. Noble, P.E.
Director of Environmental Affairs
Texas Department of Transportation
Austin, TX 78701-2488

Dear Ms. Noble:

Enclosed are two copies of the signed Memorandum of Agreement for the above referenced project. Please provide a copy to the Texas State Historic Preservation officers.

Sincerely yours,

John R. Mack

John R. Mack
Acting District Engineer

DEC 16 1994
RECEIVED
ENVIRONMENTAL
ENGINEERING

N

Advisory Council On Historic Preservation

The Old Post Office Building
1100 Pennsylvania Avenue, NW, #809
Washington, DC 20004

Reply to: 730 Simms Street, #401
Golden, Colorado 80401

November 21, 1994

Jesse I. Gray
Environmental Coordinator
Federal Highway Administration
826 Federal Office Building
Austin, TX 78701-3276

RE: *Memorandum of Agreement regarding the removal and relocation
of the County Road 322 Bridge at the Leon River, Coryell
County, Texas*

Dear Mr. Gray:

The enclosed Memorandum of Agreement regarding the above referenced project has been accepted by the Council. This action constitutes the comments of the Council required by Section 106 of the National Historic Preservation Act and the Council's regulations. Please send copies of the signed Agreement to the Texas State Historic Preservation Officer and your Federal Preservation Officer.

The Council appreciates your cooperation in reaching a satisfactory resolution of this matter.

Sincerely,



Claudia Nissley
Director, Western Office
of Review

Enclosure

691

MEMORANDUM OF AGREEMENT
REGARDING THE REMOVAL AND RELOCATION OF THE
COUNTY ROAD 322 BRIDGE AT THE LEON RIVER
CORYELL COUNTY, TEXAS

WHEREAS, the Federal Highway Administration (FHWA) has determined that the removal and relocation of the bridge on County Road 322 at the Leon River, Coryell County, Texas, will have an effect upon the bridge, a property eligible for inclusion in the National Register of Historic Places, and has consulted with the Texas State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C., Part 470f); and

WHEREAS, the Texas Department of Transportation (TxDOT) has participated in the consultation and has been invited to concur in this Memorandum of Agreement;

NOW, THEREFORE, the FHWA and the Texas SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The City of Deer Park, Texas, will relocate the County Road 322 bridge to The Battleground at Deer Park Golf Course as part of a transportation enhancement project funded in accordance with the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA).

The FHWA will ensure that the following measures are carried out in consultation with the SHPO prior to the removal and relocation of the County Road 322 bridge at the Leon River.

1. The SHPO shall be afforded 30 days to review and comment on the City of Deer Park's relocation plan.
2. The City of Deer Park shall be required to sign a preservation and maintenance agreement prior to relocating the subject bridge. The SHPO shall be afforded 30 days to review and comment on this agreement.
3. TxDOT shall prepare a bridge documentation package consisting of the following items:
 - a. large format (4" x 5") and/or medium format (120 film) photographs of the bridge in its current setting;
 - b. dimensioned sketch plans; and
 - c. written data to include physical description, statement of significance, and brief history.
4. Three (3) documentation packages shall be provided to the SHPO. The SHPO shall be afforded 30 days to review and comment on the documentation package.
5. Should the SHPO object within 30 days to any documents provided for review and approval pursuant to this Memorandum of Agreement, the FHWA shall consult with the objecting party to resolve the objection. If the FHWA determines that the objection cannot be resolved, the FHWA shall forward all documentation relevant to the dispute to the Council. Within 30 days after receipt of all pertinent documentation, the Council will either:

**MEMORANDUM OF AGREEMENT
REGARDING THE REMOVAL AND RELOCATION OF THE
COUNTY ROAD 322 BRIDGE AT THE LEON RIVER
CORYELL COUNTY, TEXAS**

- a. Provide the FHWA with recommendations, which the FHWA will take into account in reaching a final decision regarding the dispute; or
- b. Notify the FHWA that it will comment pursuant to 36 CFR, Part 800.6(b), and proceed to comment. Any Council comment provided in response to such a request will be taken into account by the FHWA in accordance with 36 CFR, Part 800.6(c) (2) with reference to the subject of the dispute.

Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute; the FHWA's responsibility to carry out all actions under this Memorandum of Agreement (MOA) that are not the subjects of the dispute will remain unchanged.

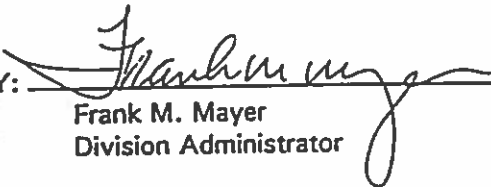
6. At any time during implementation of the measures stipulated in this agreement, should an objection to any such measure be raised by a member of the public, the FHWA shall take the objection into account and consult as needed with the objecting party, the SHPO, or the Council to resolve the objection.

Execution of this Memorandum of Agreement by the FHWA and the Texas SHPO, its subsequent acceptance by the Council, and implementation of its terms, evidence that the FHWA has afforded the Council an opportunity to comment on the bridge replacement on County Road 322 at the Leon River in Coryell County, Texas, and its effects upon historic properties, and that the FHWA has taken into account the effects of the undertaking on historic properties.

MEMORANDUM OF AGREEMENT
REGARDING THE REMOVAL AND RELOCATION OF THE
COUNTY ROAD 322 BRIDGE AT THE LEON RIVER
CORYELL COUNTY, TEXAS

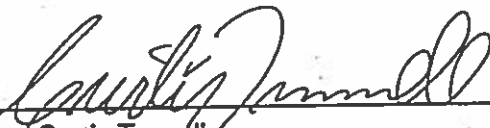
SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION

BY: 
Frank M. Mayer
Division Administrator

DATE: 11/3/94

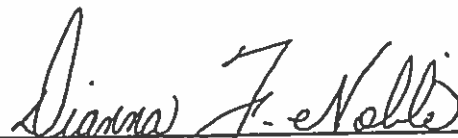
TEXAS STATE HISTORIC PRESERVATION OFFICER

BY: 
Curtis Tunnell
State Historic Preservation Officer

DATE: 24 Oct, 1994

CONCUR:

TEXAS DEPARTMENT OF TRANSPORTATION

BY: 
Dianna F. Noble, P.E.
Director of Environmental Affairs

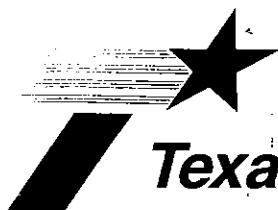
DATE: 10-26-94

ACCEPTED BY:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: 

DATE: 11/16/94



RECEIVED

APR 17 1995

CENTURION
CONSULTING CORP.

Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 869-4571

April 11, 1995

Contact: GYJ-CCA

Harris County
CSJ 0912-71-438
VA: Battleground at Deer Park
Enhancement Project

Mr. Dan Spain, P.E.
Centurion Consulting Group
9000 Gulf Freeway, Suite 250
Houston, Texas 77017

Dear Mr. Spain:

Refer to the Agreement for the Acquisition of the Historical Bridge document enclosed. This letter is to give written authorization to the City of Deer Park and Centurion Consulting Group for the removal of the historical bridge from the existing location. Please make reference to Page 3, Section 1-C, which states that you will have 30 days in which to accomplish this. It will be up to the interested parties to coordinate with the Waco District as to the storage of the bridge until it will be transported and relocated to the City of Deer Park.

Should you have any questions concerning this matter, please contact Mr. Javier M. Zamora at (713) 802-5793.

Sincerely,

Gary A. O'Field, P.E.

for Gus Nowak, P.E.
Consultant Contract Engineer
Houston District

JMZ:lb

Attachment

bc: Mr. Gabriel Y. Johnson, P.E.
Ms. Eliza Polansky, Waco District

STATE OF TEXAS

COUNTY OF CORYELL

AGREEMENT FOR THE ACQUISITION
OF A HISTORIC BRIDGE STRUCTURE
(COUNTY-OWNED FACILITY)

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter identified as the "State", the County of Coryell, acting by and through its duly authorized officers, hereinafter identified as the "County" and The City of Deer Park, Texas, hereinafter identified as the "Recipient".

WITNESSETH

WHEREAS, the County owns and operates a system of roadways for public use and benefit including County Road No. 322, and

WHEREAS, the County roadway includes a bridge structure at the Leon River, hereinafter identified as the "Bridge", that has been determined eligible for listing in the National Register of Historic Places; and

WHEREAS, 23 USC 144 established the Historic Bridge Program to provide for the rehabilitation, reuse and preservation of historic bridges; and

WHEREAS, the Historic Bridge Program provides that any State which proposes to demolish a historic bridge for a replacement project under a federal-aid program shall make the bridge available for donation to public or private entities; and

WHEREAS, on the 4th day of October, 1993, the Recipient submitted a proposal to the State evidencing its desire to acquire the Bridge under the provisions of the Historic Bridge Program; and

WHEREAS, the State has accepted the Recipient's proposal to acquire the Bridge and preserve the Bridge in accordance with the provisions of the Historic Bridge Program and this agreement;

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. USE AND ACQUISITION OF THE BRIDGE

A. The Recipient agrees that the Bridge will not be used as a public road as a vehicular traffic facility. The Recipient shall submit plans to the State and the County indicating the proposed location where the Bridge will be relocated, how the Bridge will be removed from the existing location and reassembled at the new location, and how the Recipient will use the Bridge. The plans shall be approved by the State and the County prior to the Recipient having the opportunity to acquire the Bridge.

B. The Recipient agrees to preserve and maintain the Bridge and the features that give it its historic significance, adhering to the provisions of the U.S. Secretary of Interior's Standards for Rehabilitation (National Park Service, 1992), hereby incorporated by reference and made a part of this agreement as though fully set forth herein. The State shall inspect the Bridge solely for the purpose of verifying that it has been re-erected according to the approved plans. Written approval must be granted by the State prior to authorization of reimbursement of the amount defined herein.

C. The Recipient shall have the Bridge completely removed from the existing location within 30 days from date of the State's written authorization to remove the facility. The State and the County will be afforded the opportunity to inspect and monitor the actual removal of the Bridge. In the event the Recipient has not removed the Bridge to the satisfaction of the State, the State may remove the Bridge and this agreement will be terminated. The State will not be responsible to the Recipient for any reimbursement of costs in the event this agreement is terminated, and title of Bridge remains with the County.

D. The Recipient must have the Bridge re-erected at the new location within 90 days from the date of final removal from the current location.

2. REIMBURSEMENT OF COSTS

The State will reimburse the Recipient an amount not to exceed ten-thousand dollars (\$10,000) for costs the Recipient incurs in relocating the Bridge, provided the Recipient agrees to and complies with all terms and conditions established in this agreement. Payment will be made within thirty (30) days from the date of the State's final approval of the reassembled Bridge.

3. ASSUMPTION OF TITLE AND RESPONSIBILITY

Unless otherwise provided herein, the Recipient shall immediately assume title and all future legal and financial responsibility for the Bridge upon the Recipient's receipt of the State's written authorization to remove the Bridge from the existing location.

4. TRAFFIC CONTROL

The County shall be responsible for developing the traffic control plans and erecting the traffic control devices required during the Recipient's removal of the Bridge. The Recipient shall notify the County 15 days prior to beginning the removal of the Bridge and shall be responsible for obtaining any necessary permits for the removal, transportation and reassembly of the bridge.

5. INDEMNIFICATION

The Recipient shall indemnify and hold harmless the State, the County, its officers and employees from all claims and liabilities due to the activities of the Recipient, its agents, contractors, officers and employees performed under this agreement and which result from an error, omission or negligent act of the Recipient or any person employed or contracted by the Recipient. The Recipient shall also indemnify and hold harmless the State, the County, its officers and employees from any and all expenses, including attorneys fees which might be incurred by the State, the County, its officers and employees in litigation or otherwise resisting said claim or liabilities which might be imposed on the State and/or the County as the result of such activities by the Recipient, its agents or employees.

6. INSURANCE

The Recipient and/or its contractors must secure insurance prior to being allowed to remove the Bridge. The Recipient must contact the County to determine the required insurance coverage.

7. TERMINATION

In addition to the provisions established in Article 2, this agreement may be terminated by any of the following conditions

(1) By mutual agreement and consent of both parties

(2) By the State giving written notice to the Recipient as a consequence or failure by the Recipient to satisfactorily perform the responsibilities and obligations set forth in this agreement, with proper allowance being made for circumstances beyond the control of the Recipient, as determined by the State. The Recipient will be afforded ten (10) days to remedy the breach as outlined by the State

(3) By either party, upon thirty (30) days written notice to the other party.

Termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and the Recipient under this agreement. In the event this agreement is terminated, the State will not be liable to the Recipient for any funds established under this agreement. Additionally, the Recipient will not be allowed to assume any actions to remove the Bridge from the existing location.

8. RIGHT OF FIRST REFUSAL

Should the Recipient propose to sell, donate, or otherwise transfer title to the Bridge at any time after its relocation, the Recipient shall notify the Mother Neff State Park Association of Moody, Texas, at least 30 days in advance of said transference. The Mother Neff State Park Association shall have 20 days from the receipt of such notice to exercise its right of first refusal and acquire the Bridge in accordance with the terms established by the Recipient.

9. CIVIL RIGHTS COMPLIANCE

In order to receive funds under this agreement, the Recipient agrees to comply with the Civil Rights requirements established in 49 CFR 21 and 23 CFR 710.405(b), hereby incorporated by reference and made a part of this agreement.

10. DISPUTES

Should disputes arise as to the parties' obligations or responsibilities established in this agreement, the State's decision shall be final and binding.

11. AMENDMENTS

Any changes in the costs, character, responsibilities or obligations established herein shall be enacted by written amendment executed by all parties hereto.

12. GRATUITIES

Texas Transportation Commission policy mandates that employees of the State shall not accept any benefit, gifts, favors or gratuities from any person or business doing business with the State under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance approval of the State's Executive Director. Any person or organization doing business with the State may not make any offer of benefits, gifts, favors or gratuities to State employees, except as mentioned hereabove. Failure on the part of the Recipient to adhere to this policy may result in termination of this agreement.

13. LEGAL CONSTRUCTION

In case one or more provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. PRIOR AGREEMENTS SUPERSEDED

This agreement supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

04/11/95

16:37

THE ENVIRONMENTAL SECTION AUSTIN

002

07/06

15:37

B71

002 5840

D12 CONSULT CONT

0008

IN WITNESS WHEREOF, duly authorized representatives of the State, the County, and the Recipient
have signed triplicate counterparts of this agreement

THE RECIPIENT
BY: *Jimmy Burke*
JIMMY BURKE
TYPED NAME
MAYOR
TITLE
OCTOBER 31, 1994
DATE

THE COUNTY OF CORYELL
BY: *Hiram Davidson*
HIRAM DAVIDSON
TYPED NAME
Coryell County Commissioner Pct. 3
TITLE
April 10, 1995
DATE

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders,
established policies, or work programs heretofore approved and authorized by the Texas Transportation
Commission under the authority of Minute Order No. 100002

BY: *Dianna F. Noble*
Dianna F. Noble, P.E.
Director of Environmental Affairs

4-11-95
DATE

* THE PARTY INVOLVED REALIZES THIS IS A FAXED PAGE
AND AN ORIGINAL WILL HAVE TO BE SIGNED AT A FUTURE DATE.



Historic Bridge at Battleground Golf Course in Deer Park

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
STRUCTURAL REPAIR OF STEEL TRUSS MEMBERS					
Base Bid					
A	Construction Costs				
1	Mobilization/Demobilization	LS	1	\$20,000.00	\$20,000.00
2	Steel Repairs to Truss Members with section loss 15-40%	LBS	3,500	\$15.00	\$52,500.00
3	Replacement of Truss Members with section loss >40%	LBS	1,200	\$18.00	\$21,600.00
4	Clean and Paint Steel Truss Members	SF	1,500	\$30.00	\$45,000.00
5	Environmental and Worker protection	LS	1	\$40,000.00	\$40,000.00
				TOTAL	\$179,100.00
	CONTINGENCIES (15% OF ALL ITEMS)	LS			\$26,865.00
	ENGINEERING	LS			\$35,820.00
		TOTAL PLUS CONTINGENCY			\$241,785.00



Historic Bridge at Battleground Golf Course in Deer Park

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
REMOVE AND REPLACE TRUSS BRIDGE					
Base Bid					
A	Construction Costs				
1	Mobilization/Demobilization	LS	1	\$15,000.00	\$15,000.00
2	Remove and Salvage Existing Steel Structure	LS	1	\$10,000.00	\$10,000.00
3	Prepare Archival Photographs for Historic Inventory	LS	1	\$10,000.00	\$10,000.00
4	Structural Steel for Replacement Truss	LBS	12,000	\$4.00	\$48,000.00
5	Erection of Replacement Truss	LS	1	\$15,000.00	\$15,000.00
6	Environmental and Worker protection	LS	1	\$20,000.00	\$20,000.00
				TOTAL	\$118,000.00
	CONTINGENCIES (15% OF ALL ITEMS)	LS			\$17,700.00
	ENGINEERING	LS			\$23,600.00
				TOTAL PLUS CONTINGENCY	\$159,300.00



Historic Bridge at Battleground Golf Course in Deer Park

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
REMOVE TRUSS BRIDGE					
Base Bid					
A	Construction Costs				
1	Mobilization/Demobilization	LS	1	\$5,000.00	\$5,000.00
2	Remove and Salvage Existing Steel Structure	LS	1	\$10,000.00	\$10,000.00
3	Prepare Archival Photographs for Historic Inventory	LS	1	\$10,000.00	\$10,000.00
4	Environmental and Worker protection	LS	1	\$5,000.00	\$5,000.00
				TOTAL	\$30,000.00
	CONTINGENCIES (15% OF ALL ITEMS)	LS			\$4,500.00
	ENGINEERING	LS			\$6,000.00
				TOTAL PLUS CONTINGENCY	\$40,500.00

Texas Historical Commission (ECB) 12/05/97

18" x 28" Official Texas Historical Marker with post
Harris County (Job #20497)

Location: 1600 Georgia, Deer Park, in the Battleground at Deer Park Golf Course

PRATT TRUSS BRIDGE*

A PIN CONNECTED TRUSS BRIDGE CHARACTERISTIC OF THE POPULAR STYLE THAT ONCE DOTTED RURAL TEXAS, THIS BRIDGE IS THE LAST ONE IN TEXAS BUILT BY THE CLINTON BRIDGE AND IRON COMPANY OF IOWA. ORIGINALLY OPENED IN 1891 ON THE LEON RIVER IN CORYELL COUNTY IN WHAT LATER BECAME MOTHER NEFF STATE PARK, THE BRIDGE WAS MOVED 6 MILES IN THE LATE 1940s OR EARLY 1950s TO COUNTY ROAD 322. BY 1993 THE BRIDGE COULD NO LONGER SUPPORT MODERN ROAD TRAFFIC. TEXAS DEPARTMENT OF TRANSPORTATION OFFICIALS, IN A HISTORIC PRESERVATION AGREEMENT WITH THE TEXAS HISTORICAL COMMISSION, PAINSTAKINGLY TRANSPORTED IT MORE THAN 150 MILES TO THIS SITE.**

(1998)***

* ¾ inch lettering

** ½ inch lettering

*** ¼ inch lettering

HISTORIC AMERICAN ENGINEERING RECORD

CORYELL COUNTY HISTORIC BRIDGE

HAER No. TX-55

Location: Spanning Leon Creek on County Road 322
south of Pecan Grove; Coryell County,
Texas

UTM: 14/636070/3472530

USGS: Ogelsby, Texas quadrangle
(7.5 minute series, 1994)

Date of Construction: 1891

Designer: Clinton Bridge and Iron Company,
Clinton, Iowa

Contractor: Clinton Bridge and Iron Company,
Clinton, Iowa

Present Owner: City of Deer Park, Harris County, Texas

Present Use: Golf Cart and pedestrian bridge

Significance: This twice-moved bridge is a 90'-0"
wrought-iron pin-connected Pratt through
truss that was most recently
transplanted from a county road in
Coryell County to a golf course in Deer
Park, a Houston suburb. While this type
of bridge was common for short spans
over Texas rivers by the 1890s, this
particular structure is the only
remaining bridge in Texas built by the
Clinton Bridge and Iron Company of
Clinton, Iowa. Up until its relocation,
it was the oldest documented bridge in
Coryell County.

Historian: J. Philip Gruen, August 1996

Project Information: This document was prepared as part of
the Texas Historic Bridges Recording

CORYELL COUNTY HISTORIC BRIDGE

HAER No. TX-

(Page 2)

Project performed during the summer of 1996 by the Historic American Engineering Record (HAER). The project was co-sponsored by the Texas Department of Transportation.

Gazing out over a vast expanse beyond Buffalo Bayou in East Texas, Simon Henry West envisioned a city. To meet this end, he bought up tracts of land, graded an avenue to the bayou, laid out a townsite, and built a hotel, wharf, and a post office for a town that would become the city of Deer Park. The year was 1892.

At around the same time, a pin-connected iron truss bridge was put into service more than 150 miles away over the Leon River in Coryell County. One hundred and four years later, in 1996, these two seemingly unrelated events of the late nineteenth century were linked together when the bridge -- in its new location over a golf course lake in Deer Park, approximately twenty miles away from downtown Houston -- re-opened to the public. It is the only surviving example of a bridge built in Texas by the Clinton Bridge and Iron Company of Clinton, Iowa, and up until 1995, it was the oldest span to cross the rivers of Coryell County. It is also among the fourteen earliest of the eighty-two surviving pin-

connected Pratt truss bridges in Texas.¹ Slated for demolition as recently as 1995, the bridge has now been relocated, rehabilitated, and repainted, and is prepared to face the next century as a centennial monument for the city of Deer Park.

The bridge, however, is far removed in purpose, time, and space. Once a farm to market crossing carrying horse and buggy traffic in a rural part of Central Texas with a 5,000-pound limit, the bridge is now a structurally reinforced, 42,000-pound limit structure serving golf carts, maintenance vehicles, and pedestrians on a public golf course amidst Greater Houston's industrial empire. Nevertheless, the preservation of this bridge keeps a part of rural Texas history alive and, of the six bridges targeted for replacement in Coryell County from 1985 to 1995, it is the only one to have survived.

HISTORIC CONTEXT

The relocation to Deer Park represents the beginning of only the

¹Texas Department of Transportation records indicate that fifty-one other pin-connected Pratt truss bridges in Texas have undetermined construction dates.

latest chapter in the bridge's history. The Coryell County Historic Bridge was extracted from its location on County Road 322 over the Leon River in May of 1995 after about thirty years of service at that site. For its first sixty or so years, the bridge spanned the Leon River approximately six miles to the southeast in what later became part of Mother Neff Memorial State Park.

Coryell County records indicate that the bridge opened in March of 1891, during a period of extensive economic growth in Coryell County.² The county was established in 1854 when the United States set up Fort Gates on the southern edge of what became the city of Gatesville in an effort to protect early Anglo-American settlers from the Comanche and Kiowa tribes. The county grew slowly after the establishment of the fort, for the Civil War left the area in dire economic straits. It was only after the war that the county began to expand at all, but only at a moderate pace. Without a major county railroad terminal, goods - such as cattle, cotton, corn, and oats -- had to be hauled out

²Coryell County, Commissioners' Court Minutes, Coryell County Courthouse (Gatesville, Texas), March 1891, D: 418.

of the county first by ox-cars, then later by wagon trains to the shipping points in Bremond, Waco, and other larger cities.

In 1882, however, the St. Louis and Southwestern Railroad (popularly known as the "Cotton Belt") extended a narrow-gauge track from Waco to Gatesville, with full stops included at stations in Oglesby, Lime City, Leon Junction, and Mound, and whistle stops at Cavitt and Fort Gates. Despite the narrow gauge track, the train's arrival marked a major turning point for the local economy. One historian described the arrival of the railroad as a "blood transfusion" for Gatesville and its surrounding region.³

A short time following construction of the Gatesville spur, the Gulf, Colorado, and Santa Fe railroad extended its line through the southwestern portion of the county, and the founding of Copperas Grove followed shortly thereafter. The coming of the railroad, the invention and widespread use of barbed wire to establish land holdings and to prevent stock from theivery, and

³Mildred W. Mears, Coryell County Scrapbook (Waco: Texian Press, 1963, 7.

the introduction of well drills to shorten the time necessary to retrieve water all contributed to overall county growth.⁴ With the railroads in place, the county population, approximately 11,000 in 1880, nearly doubled by 1890.⁵

Every town in Coryell County benefitted from the arrival of the railroad, but adequate roads and bridges still did not exist to facilitate the transport of goods to the new stations and stops. Recognizing this need, the county commissioners spent considerable time in the 1880s and early 1890s issuing bonds to improve county infrastructure. In fact, a history of the county, published in 1894, indicated that the county's "chief work" at this time was road and bridge construction, and by providing funding to assist in this regard, the county incurred its only debt. The same source points out that the county commissioners

⁴For a first-hand description of how these factors aided in economic growth, see letter from B. L. Montgomery to J. P. Kendrick, in Frank E. Simmons, History of Coryell County (Gatesville: Coryell County News, 1936; repr., Waco: Texian Press, 1965), 79-82.

⁵The 1890 population was 21,308. Figures from Zelma May Scott, History of Coryell County, Texas (Austin: Texas State Historical Association, 1965), 146.

focused upon the building of "permanent iron bridges." A number of bond issues for an average of \$4,000.00 to \$6,000.00 passed at around this time to construct "eight iron self-supporting bridges" to span the Leon, Cowhouse, and Coryell Rivers in order to provide the county with "excellent and permanent communication with all its parts."⁶

On June 11, 1890, the Coryell County Court voted to erect a bridge at or near Halbert's Crossing on the Leon River. The court selected the Clinton Bridge and Iron Company of Clinton, Iowa to manufacture and build the \$3,500.00 bridge, to be paid with bonds earning an interest rate of 6 percent per year.⁷ The county specified that the Clinton Bridge and Iron Company build

⁶Lewis Publication Company, A Memorial and Biographical History of McLellan Falls, Bell, and Coryell Counties, Texas (Chicago: The Lewis Publishing Company, 1893; repr., St. Louis: Ingmire Publications, 1984.

⁷Coryell County, Commissioners' Court Minutes, June 1890, D: 355. On May 12, 1890, the minutes show that \$4,000.00 was paid for a bridge at "Hobdy Crossing" in eight different installments of \$500.00 each. The county obligated itself to "create a sinking fund... and to levy all taxes necessary for the payment of said bonds." Coryell County, Commissioners' Court Minutes, May 1891, D: 418. Because the Clinton Bridge and Iron Company also built this bridge, it is probable that "Hobdy Crossing" is a misprint.

"one wrought iron high truss bridge" 90'-0" long, 12'-0" wide, and with eastern and western approaches of 200'-0" and 90'-0", respectively.⁸ On August 18, 1891, the Coryell County commissioners ordered the company to drive pilings into a "solid foundation" and to raise cylinders 5'-0" on each side of the bridge to meet contract specifications and to allow for high water.⁹

By the 1890s, construction of wrought-iron pin-connected Pratt through trusses had become relatively commonplace both in Texas and the United States. The King Wrought Iron Bridge Manufactory and Iron Works of Iola, Kansas, built the first metal truss bridge in Texas over the Trinity River in Dallas in 1892, and

⁸On September 4, 1992, an environmental assessment report regarding the bridge at its County Road 322 site noted an 11'-0" roadway, two timber span approaches, and one I-beam span approach, for a total bridge length of 135'-7". A similar report mentioned a wooden deck and a substructure of timber pilings. Because original specifications for the bridge have not been found, it is unclear whether the bridge included these features and dimensions at its original location.

⁹Coryell County, Commissioners' Court Minutes, August 1891. It is unclear from the minutes whether the bridge was already open for service at this time or whether it would open shortly thereafter. No additional information about bridge construction has been found in the surviving county newspapers.

Denton County was the recipient of the first pin-connected Pratt truss.¹⁰ With the growth of mass-producible steel and the establishment of major bridge-building companies, metal truss bridges became a more economical option than the bulkier and more expensive masonry structures.

Due largely to the growth of the railroad industry, many new bridges were needed in Texas and throughout the nation. The mass-produced, pin-connected Pratt spans were particularly useful because the companies could fill orders quickly, ship the parts out in small pieces, and have the structure assembled on site.¹¹ Many large, out-of-state bridge companies had perfected this industry by the last decades of the nineteenth century, and without any bridge fabricating companies in Texas at that time, the county commissioners had little choice but to look beyond

¹⁰Barbara Stocklin, "Statement of Historic Contexts: Historic Bridges of Texas, 1866-1945," National Register of Historic Places Multiple Property Documentation Form, (April 1995), E: 3-4.

¹¹Ibid., E: 14.

Texas for a company to fill a steel truss bridge order.¹²

By the time the Coryell County commissioners accepted the construction bid, the Clinton Bridge and Iron Company was already a major bridge manufacturer. Only four years after its founding as the Clinton Bridge Company in 1875, the company by 1879 had erected 267 structures nationwide. It merged with the Union Iron Works around 1882, becoming the Clinton Bridge and Iron Works, and by 1891 it employed 300 to 350 people.¹³ Given the size of the company and its specialty in Pratt truss bridges, it is likely that the company was prepared to ship parts anytime, and anywhere.

MOTHER NEFF STATE PARK

The 90'-0" pin-connected Pratt through truss the company designed for Coryell County initially spanned a section of the Leon River -- the largest stream of the county -- on what later became State

¹²There were no bridge companies in Texas making pre-fabricated parts at this time.

¹³Robert W. Jackson, "Bridgeport Bridge," HAER No. IA-61, Iowa Historic Bridges Recording Project, (Summer 1995): 5-7.

Highway 236. It was situated in one of Central Texas's most picturesque locations, where "beautiful level ground" meets "magnificent old native trees."¹⁴ The crossing is about equidistant from the town of Whitson and that of The Grove, both predominantly agricultural communities.

When the area was first settled, it served as a community gathering place -- a site for picnics, camp meetings, and political rallies. Prior to that, the area contained a road created by scouts advancing ahead of United States troops sent to establish Fort Gates in 1849. In later years, that road is believed to have been traversed by Robert E. Lee and General Ben McCulloch as they led troops across the frontier to set up forts for the purposes of protecting settlers from the Comanches and other tribes. A section of the famous Chisolm Trail, by which cattle herders transported their stock to northern markets, cut a swath of land just to the east of the site.¹⁵

¹⁴Frank E. Simmons, History of Mother Neff Memorial State Park (Gatesville: Freeman Printing Plant, 1949), 17.

¹⁵Simmons, History of Mother Neff, 12, 13; Simmons, History of Coryell County, 96.

One of the earliest settlers in the area was Isabella Neff, who, along with her husband, operated a farm on scenic land near Eagle Springs. She stipulated in her will that six acres of the land be donated to the public after her death, and in 1921, Texas Governor Pat Morris Neff, the youngest of Isabella's eight children, turned that piece of land into Texas's first state park. In 1934, Pat Neff donated an additional 250 acres of land to increase the park's size, and obtained authorization for the use of a Civilian Conservation Corps (CCC) to develop the area. During its four-year employment, the CCC landscaped the park, carved hiking trails, and built a number of structures out of local stone and heavy timbers including a clubhouse, a tabernacle, a caretaker's house, a picnic shelter, and a water tower. The CCC built the tabernacle with its back nearly abutting the bridge.

A redevelopment of the park in the early 1950s created a formal entryway with a strong visual axis. This involved the realignment of State Highway 236, which meant the bridge was no longer a vital crossing in the area. Today, two rock abutments - probably those "cylinders" mentioned in the 1891 county minutes

-- sit just beyond the tabernacle for what would have supported the bridge's eastern approach. Once the road was realigned, the bridge was moved northwest to span the Leon River at County Road 322, just south of Pecan Grove.¹⁶

COUNTY ROAD 322

For over thirty years the bridge remained on County Road 322, serving the vicinity's rural communities. Wear and tear and occasional flooding over the years, however, took their toll.¹⁷ An inspection report carried out by the Texas Department of Transportation in April of 1992 found unstable deck planks, bridge railing damage, rusted steel, and decayed timber

¹⁶The precise date when the bridge was lifted from Mother Neff State Park remains unclear. A nomination form considering Mother Neff State Park for national register status mentions that the bridge was moved in the "early 1950s." United States Department of the Interior, National Park Service, "Mother Neff State Park and F.A.S. 21-B(1) Historic District," National Register of Historic Places Registration Form, 24 August 1992, 8: 15. However, Charlotte Weiss, an official working with the Mother Neff State Park Association, reports that area "old-timers" recall that the bridge was moved in the 1940s. Charlotte Weiss, interview by author, 5 August 1996.

¹⁷Bob Miller, "County Bridge Eligible for NRHP List," Gatesville Messenger, 21 May 1992, A: 10.

pilings.¹⁸ Because of its 12'-0" width and five-ton weight capacity, the bridge also did not meet current county safety specifications requiring a minimum 16'-0" length and a weight capacity suitable enough to support heavy farm equipment, grain trucks, tractors, livestock trailers, and school buses.

Transportation officials gave the bridge a "serious condition" rating and began inspecting it every three months. Finally, they closed it permanently in December of 1993.

Noting the bridge's historic import, transportation officials attempted to find a buyer for the bridge rather than dismantling it. To meet this end, the Waco district office of the Texas Department of Transportation issued a press release announcing that a "historic" bridge was available for relocation and preservation. The release was printed in late February, 1994, in the Austin American-Statesman, Gatesville Messenger, Killeen Daily Herald, Temple Daily Telegram, and the Waco Tribune-Herald, most of which chose to organize the information in classified advertisement format.

¹⁸Texas Department of Transportation, Bridge Inspection Report: Coryell County Route 322 Bridge, 27 April 1992.

Around this time, transportation officials dismantled other Coryell County bridges of similar vintage for safety reasons and replaced the majority of them with 24'-0" wide concrete girder bridges with unlimited weight restrictions -- built under the same specifications as the Texas highway bridges.¹⁹ In a ten-year period from 1985 to 1995, eight decaying turn-of-the-century bridges were replaced in Coryell County, four of them in 1995 alone. The county did choose to allocate funds for the preservation of the West Leon Street Bridge in Gatesville, however, because its original construction included a wider roadway and the bridge no longer served as the principal thoroughfare into the city.²⁰

There were, however, some responses for the bridge replacement

¹⁹Susan Sanders, "Troubled Waters: Another Bridge Vanishes From Coryell County," Gatesville Messenger, 1 June 1995. County commissioners in 1995 stepped up the Coryell County bridge replacements to take advantage of federal funding for rural bridge replacement which, since 1985, had provided 80 percent of the funding for removal and construction of new bridges. Sanders reported that county commissioners envisioned a shutting down of those funds, and acted quickly to secure them.

²⁰See quotes from Hy Davidson, precinct three commissioner for Coryell County, in *ibid*.

advertisement. Landowner Emily Moreland offered to buy it and move it to her ranch, and the board of directors at Mother Neff State Park requested that the bridge be returned to the park.²¹

DEER PARK

Tom Knickerbocker of the Centurion Consulting Group -- a planning, engineering, and construction management firm based in Houston -- had a different idea: he suggested moving the bridge to a new golf course he was designing for the city of Deer Park. Noting that the bridge was finished around the time Deer Park was founded, Knickerbocker was able to sell the idea to Deer Park city officials.

The city of Deer Park, whose northern edge borders a section of the Houston Ship Channel along Buffalo Bayou, might have remained largely undeveloped had not oil been discovered at nearby Goose Creek in 1916. This began the establishment of the area's industries; when the Shell Oil Company chose Deer Park as a site

²¹See Emily Moreland, letter to "whom it may concern," 16 March 1994, Historic Bridge Inventory Files, Texas Department of Transportation, Environmental Affairs Division, Austin, Texas.

for an oil refinery in 1928, the city was set for explosive economic growth. Today, many of the nation's refining and petrochemical plants are located in Deer Park and the adjoining cities of Pasadena and LaPorte.

Deer Park's northeastern border abuts a different sort of history: the San Jacinto battlefield. It was in that area on April 21, 1836, that Sam Houston's troops launched a surprise attack on Santa Anna's relaxing Mexican cavalry, killing 630, wounding 208, and capturing 730 in only eighteen minutes of fighting, while suffering only two deaths and a small number of wounded soldiers of their own.²² This was the decisive event in Texas's quest to gain independence from Mexico, and it launched the Texas Republic.

While the 510'-0" San Jacinto Monument had stood just beyond Deer Park's municipal boundaries since 1939, the city had done little to connect itself with the historic site. In November of 1993, however, the city put an \$8.25 million bond issue before its

²²Figures from David G. McComb, Texas: A Modern History (Austin: University of Texas Press, 1989), 44.

voters to authorize construction of "The Battleground at Deer Park Golf Course" on city-owned vacant land. The construction of the golf course was four-fold: to honor the Battle of San Jacinto, to celebrate the city's one-hundredth birthday, to boost its economy through tourism, and to enhance its overall quality of life. Voters approved the measure in a referendum at a nearly three-to-one ratio, with over 2,000 votes cast in favor of the course and approximately 700 opposed.

The proposed bridge relocation was not part of the legislation, however, so city officials applied for funding through the Statewide Transportation Enhancement Program created by the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991. The grant was approved in the amount of \$108,084.58 to fund the bridge relocation. The bulk of the funding, \$80,000.00, was allocated for the extraction, relocation, rehabilitation, and reassembly of the bridge, including new approaches and landscaping. The Centurion Group collected the remaining \$20,000.00 for consulting fees.²³

²³Figures from Dayton L. Spain, Jr., Project Nomination Form: Statewide Transportation Enhancement Program, (1993), 5.

There were additional costs, however: \$35,000.00 for the new concrete bridge abutments, \$26,000.00 to provide new decking and to place the bridge on the abutments, and an additional \$4,000.00 for the Service Painting Company to sandblast and repaint the bridge. Most of the money came from that which was left over from the bond fund, although the Shell Oil Company provided some funding to hire people to provide welding and to add a bridge handrail.²⁴ It is interesting to consider that it cost just as much to paint the bridge in 1996 as it did to build it over 100 years before.

In late May of 1995, a 130-ton crane lifted the bridge from its location on County Road 322, rolled it on its side, and placed it on a flatbed truck. Supported by steel and cable bracing, the bridge movers relocated the bridge across three counties and 350 miles in a day and a half, taking certain detours to remain on roads that would permit its movement. Aside from structural reinforcement, a new deck, paint job, and the removal of cross bracing near the portal struts on either side, the bridge has

²⁴Figures from *ibid.*, 5, and provided by Ron Crabtree, interview by author, 11 June 1996.

been left largely in the condition it was found. There are still, for example, visible bends in the lower chords and in the I-beam deck supports. A \$300,000.00, 240'-0" prestressed concrete bridge with two 12'-0" travel lanes built by S. F. W. Construction Inc. of Harker Heights now spans the Leon River along County Road 322.²⁵

The bridge and the golf course opened to the public together on April 21, 1996 -- exactly 160 years after the battle of San Jacinto. Because of its location near the battlefield, the course features a historic theme, with each hole named in honor of a particular individual or event involved with the struggle for Texas independence. The main clubhouse and retaining walls throughout the course resemble mission-style architecture and are constructed out of native Texan and Mexican stone. Overall, the course and some of its details are intended to provide a glimpse and an understanding of the region's past.

The bridge is plainly visible through the glass panels of the

²⁵Douglas Doe, "Coryell County Historic Bridge To Be Removed," Waco Tribune-Herald, 22 May 1995, C: 3.

main clubhouse, the restaurant, and the pro shop. It spans a lake between the green of the ninth hole and the tee of the tenth, and is just west of the eighteenth and final hole. The lake is a repository for purified wastewater effluent to be used for course irrigation, but it also provides a water trap for the ninth and eighteenth holes.

The structural reinforcements added to the bridge have increased its weight capacity more than eight times, to 42,000 pounds. It is now a multi-purpose bridge: serving pedestrians, golf carts, and, on occasion, maintenance vehicles. Its location near the clubhouse and adjacent to the final hole makes it the course's most prominent architectural feature.²⁶ Because of its location between two holes, should course participants play a full game, they are compelled to cross the bridge at least twice.

Whether the bridge, in its new location, inspires participants

²⁶The bridge was envisioned as the "focal point" for the course. See Spain, Project Nomination Form, or Crabtree, letter to Barbara Stocklin, Historic Bridge Inventory Files, Texas Department of Transportation, Environmental Affairs Division, Austin, Texas, 4 October 1993, 2.

CORYELL COUNTY HISTORIC BRIDGE

HAER No. TX-55

(Page 22)

and visitors alike to recall the founding of Deer Park, the battle of San Jacinto, the establishment of the Texas Republic, County Road 322, or Mother Neff State Park is perhaps questionable, but it is also probably irrelevant. More importantly, the relocation of the structure saved the last surviving Texas bridge built by the Clinton Bridge Company of Iowa, and prevented it from joining a growing list of exterminated bridges in Coryell County.

APPENDIX

SUGGESTIONS FOR FURTHER RESEARCH

Some questions concerning the Coryell County Historic Bridge arose during the research and writing of this report. Some of these questions, due to limitations in the scope of the Texas Historic Bridges Recording Project, have remained unanswered. It is suggested that scholars interested in this bridge consider pursuing the following:

1. Why did the price of the bridge, at one time marked for \$3,500.00, increase to \$4,000.00 a month later?
2. When was the bridge moved to its County Road 322 location?

SOURCES CONSULTED

Coryell County. Commissioners' Court Minutes. Coryell County Courthouse, (Gatesville, Texas), March 1891, D.

_____. Commissioners' Court Minutes. Coryell County Courthouse, (Gatesville, Texas), June 1890, D.

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United States Department of the Interior, National Park Service. "Mother Neff State Park and F.A.S. 21-B(1) Historic District." National Register of Historic Places Registration Form. 24 August 1992.

PRATT TRUSS BRIDGE
Harris County
Job #20497



Pratt Truss Bridge at its second location on CR322 in Coryell Co. (c.1950-1995)



Pratt Truss Bridge in its current location in Deer Park.

EXHIBIT "A"

099-71-3026

COMMENCING at a concrete monument found at the northwest corner of said 302.32 acre tract;

THEN N 89°14'18" E, along, the North line of said W.C.R.R. Co. Survey, at 805.12 feet past a 5/8" IR found in the East line of Jana Road (100' width), being the NWC of a 51.6712 acre tract conveyed by the Port of Houston Authority of Harris County, Texas, to Greenshadow Development, Inc., March 21, 1991, recorded by File #N069502, County Clerk's Office of Harris County (CCHC), in all 1950.90 feet to a 5/8" IR set for the NEC of said 51.6712 acre tract and the POINT OF BEGINNING;

THEN N 89°14'18" E (calculated N 89°05'30" E), continuing along said line of W.C.R.R. Co. Survey, 1266.40 feet to a 5/8" IR set for reentrant corner of said 302.32 acre tract;

THEN S 00°37'57" E (calculated S 00°14'18" E), at 473.25 (called 465.00) feet pass a concrete monument found for a corner of said 302.32 acre tract, also being the Point of Beginning of a 2.9518 acre tract conveyed by The Port of Houston Authority to The City of Deer Park, November 8, 1973, recorded by File #E023991, CCHC, in all 515.75 feet to a 5/8" IR set for the SWC of said 2.9518 acre tract;

THEN N 89°05'30" E, 1480.55 (calculated 1480.68) feet along the South line of said 2.9518 acre tract to a 5/8" IR set for the Point of Beginning of a 2.7582 acre tract conveyed by The Port of Houston Authority to The City of Deer Park, January 27, 1977, recorded by File #F058319, CCHC;

THEN with said 2.7582 acre tract, being the westerly right-of-way line of Georgia Street (80 foot width) as follows:

— S 01°06'04" E, 566.65 feet (called S 01°06'49" E, 566.29 feet) to a Point of Curvature;

— Counterclockwise along a curve defined by Delta (I)=11°34'57", Radius (R)=1833.26 and Arc (L)=370.60 (called I=11°32'21", R=1840.00 L=370.57) a chord bearing S 06°52'04" E, 369.96 feet to the Point of Tangency;

— S 12°41'00" E (called S 12°39'10" E), 100.00 feet to a Point of Curvature;

— Clockwise along a curve defined by $I=11^{\circ}30'34"$, $R=1751.52$ and $L=351.84$ (calculated $I=11^{\circ}26'49"$ $R+1760.00$ $L=351.63$) a chord bearing $S\ 06^{\circ}53'28"$ E, 351.25 feet to a $5/8"$ IR set in the North line of a 7.0869 acre tract conveyed by Port of Houston Authority of Harris County to the City of Deer Park, June 3, 1977, recorded by File #F166388, CCHC;

THEN $S\ 89^{\circ}04'25"$ W (calculated $S\ 89^{\circ}05'305"$ W), 2851.47 feet along said North line of 7.0869 acre tract to a $5/8"$ IR found for the SEC of said 51.6712 acre Greenshadow Development tract;

THEN $N\ 00^{\circ}37'01"$ W, 1901.75 (called 1900.27) feet along the East line of said 51.6712 acre tract, also being the West line of the City of Deer Park City Limit described by Ordinance No. 1-197, December 31, 1960, recorded by File #B278175, CCHC, said TRACT OF LAND containing 103.2613 acres (4,498.061 square feet) of land. There is contained within said TRACT OF LAND a 30.00 acre tract conveyed by Deer Park Independent School District to Port of Houston Authority of Harris Co., September 29, 1988, recorded by File #L904648, CCHC.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

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

JUN 13 1994



Beulah B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS



SHELL CHEMICAL COMPLEX

TO HOUSTON

TO LA PORTE

State Highway 225

CITY OF DEER PARK



TO BELTWAY 8

TO CENTER ST.

13th Street

DRAINAGE DITCH

DRAINAGE DITCH

BOGGY BAYOU
GOLE COURSE

GOLE COURSE



X MARKER

CLUB House

PARKING LOT

PARKING Lot

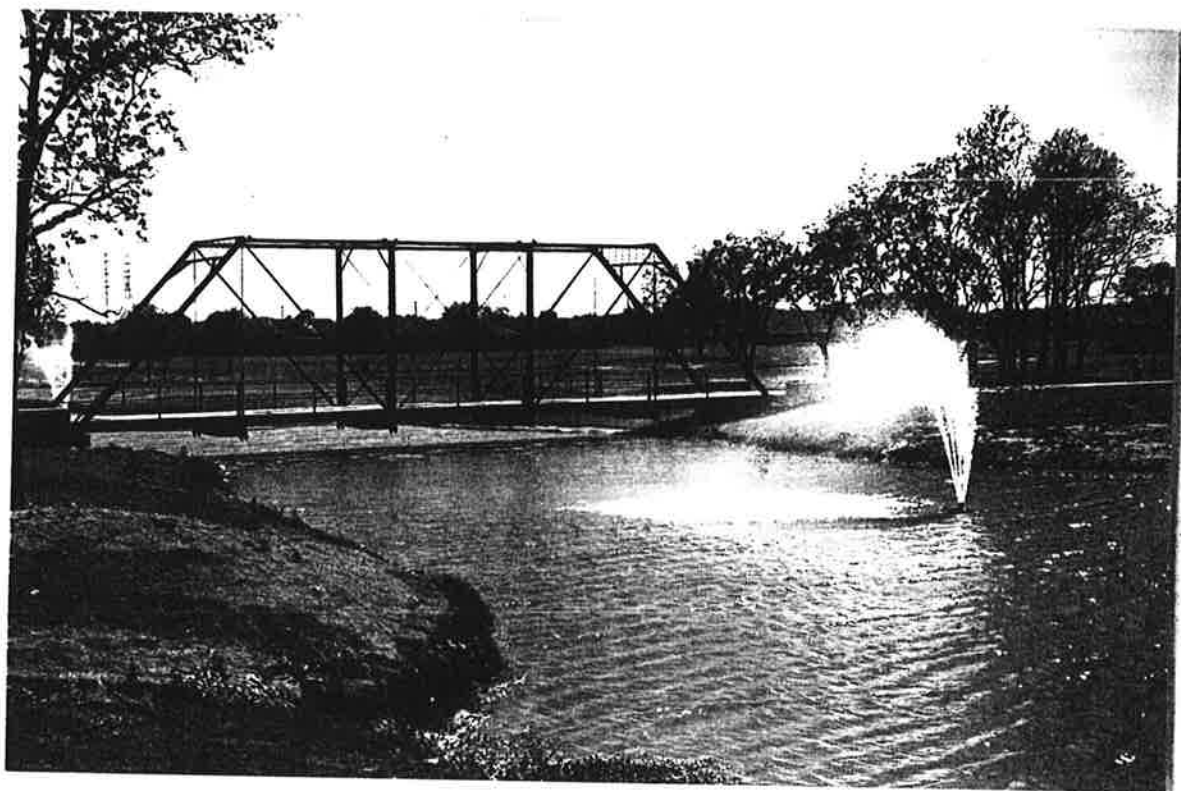
Driving RANGE

GEORGIA

PRADENA BLD.

"X" Street

TO CENTER ST.





City of DEER PARK

710 E. San Augustine • P.O. Box 700 • Deer Park, Texas 77536 • (713) 479-2394 • Fax (713) 478-7217

October 18, 1996

CITY COUNCIL
JIMMY BURKE, MAYOR

COUNCIL MEMBERS
WAYNE RIDDLE
BRIAN BARRY
DENTON McDUGLE
SAM PIPKIN
DIANNA TAYLOR
DEAN LAWTHER

Bobby Pennington
City of Deer Park
P.O. Box 700
Deer Park, TX 77536


Al Davis
Harris CHC
929 Waxmyrtle
Houston, TX 77079

Dear Mr. Davis:

The City of Deer Park is requesting a subject marker to accompany a unique suspension bridge that had once spanned the Leon River. We understand that relocated structures may qualify for subject markers if their history and architectural integrity warrant, and if there is proof that the relocation was required. As you will find, the relocated bridge meets these qualifications. The century old bridge was to be destroyed by the Texas Department of Transportation in 1994, but TxDOT soon recognized the historic importance of the bridge. TxDOT attempted to find a buyer that could relocate the bridge rather than ultimately destroy it. The City of Deer Park could utilize the historic bridge in a respectable manner and it now spans one of our municipal golf course lakes. The bridge symbolizes Deer Park's centennial founding and is a functional instrument in a golf course built to commemorate the Battle of San Jacinto.

The necessary information requested by the Texas Historical Commission is accompanied with this letter. We would appreciate it if you would please take the time to look over this documented material. It is important that we do as much as possible to preserve a piece of our past and prevent structures, such as this historic bridge, from vanishing.

Sincerely,



Bobby Pennington



TEXAS
HISTORICAL
COMMISSION

George W. Bush • Governor

John L. Nau, III • Chairman

Curtis Tunnell • Executive Director

The State Agency for Historic Preservation

April 23, 1997

Al Davis, Chair
Harris CHC
929 Waxmyrtle
Houston, TX 77079

RE: PRATT TRUSS BRIDGE
18" X 28" marker w/post
Job # 20497; Received: 4/22/97

Dear Mr. Davis:

We have received the above-referenced marker application. The application will be reviewed and evaluated by the Texas Historical Commission staff in the order in which it was received. Currently, there is about a 30-45 day wait between the time subject marker applications are received and evaluated. Should additional information be needed for the review, we will contact you and any parties listed below at that time. After any deficiencies have been corrected, we will send copies of the application to the members of the State Marker Review Board, who will make the final determination of the topic's acceptability for marking.

We will notify all parties as soon as the Board makes its decision. If the topic is approved for marking, payment will be requested at that time. If not approved, the application will be returned along with a letter of explanation.

Because of the variables involved in the marker process, and because we must coordinate our orders with the schedule of the contracting foundry, we suggest that the date of the marker dedication not be set until the completed marker is received.

We appreciate the effort made to record this topic. Should there be any questions about the status of this marker application, please contact me at 512/463-5853.

Sincerely,

A handwritten signature in cursive script, reading "Ronald C Kaase", is positioned below the word "Sincerely,".

Ronald C Kaase
Local History Programs

pc: Ronald V Crabtree

20497

RECEIVED

APR 22 1997

TEXAS HISTORICAL COMMISSION

County: Harris
Marker location (street address and city, or specific directions from nearest town on state highway map):
1600 Georgia, Deer Park, Texas

Distance and direction of marker topic from marker site (if applicable): Approx. 5' to 10 feet

The application and narrative history must be approved by the county historical commission before forwarding to the Texas Historical Commission.

Signature of CHC chair or Marker Committee chair: Al Davis
Date: 3/20/97
Address: 929 WAXMYRTLE HOUSTON TX 77079
Phone: 713-468-6771 FAX: _____

The CHC chair or Marker Committe chair automatically will receive all copies of correspondence regarding this marker project.

Permission for placement of a marker must be obtained from the property owner. Please provide the name of a contact person if the owner is an institution, organization, or public entity. This section need not be completed if the marker is to be placed on right-of-way maintained by the Texas Department of Transportation.

Name: The City of Deer Park
Contact person (if applicable): City Manager Ronald V. Crabtree
Mailing address: P.O. Box 700, Deer Park, Texas 77536
Phone: (713) 478-7245 FAX: (713) 478-7217 or 478-7218

Owner's Signature: Ronald V. Crathree

Do you wish to receive copies of all correspondence concerning this marker application? ☒ Yes ☐ No

Name: **The City of Deer Park**
Contact person (if applicable): **Ronald V. Crabtree**
Mailing address: **P.O. Box 700, Deer Park, Texas 77536**
Phone: **(713) 478-7245** FAX: **(713) 478-7217**

Does this person wish to receive copies of all other correspondence concerning this application? ☒ Yes ☐ No

Is there anyone else to whom all correspondence concerning this marker application should be addressed? (One additional name and address only, please.)

Name: _____
Mailing address: _____
Phone: _____ FAX: _____

(over)

SHIPPING INSTRUCTIONS

In order to facilitate delivery of the marker, neither post office box numbers nor rural route numbers can be accepted. If the marker is to be placed on the highway right-of-way, it will be shipped directly to the district highway engineer.

Name: The City of Deer Park - City Hall

Street address: 710 East San Augustine, Deer Park, Texas 77536

Phone: (713) 478-7245

TYPE AND SIZE OF MARKER DESIRED (Please check one only.)

Subject Markers

This type of marker is solely educational in nature and conveys no legal restrictions to the property. Subject markers are appropriate for topics such as cemeteries, church congregations, businesses, persons, events, and institutions. These markers should not be attached to buildings. If the marker is to be attached to a surface other than the foundry-provided post, please provide the requested information in the space below.

- | | |
|---|-------|
| <input type="checkbox"/> 16" x 12" grave marker (comes with mounting bar) | \$250 |
| <input type="checkbox"/> 27" x 42" marker with post | \$850 |
| <input type="checkbox"/> 27" x 42" marker without post (see below) | \$800 |
| <input checked="" type="checkbox"/> 18" x 28" marker with post | \$550 |
| <input type="checkbox"/> 18" x 28" marker without post (see below) | \$500 |

If not on post, to what (block of granite, gatepost, etc.) will the marker be attached? _____

Type of material? (wood, stone, etc.) _____

Recorded Texas Historic Landmark Markers

Markers conveying the Recorded Texas Historic Landmark (RTHL) designation are reserved solely for historic structures deemed worthy of preservation for their architectural integrity and historical associations. The RTHL designation does carry a measure of legal protection for the structure (see Marker Policies 13 through 18) and for that reason we must have a legal description (lot and block numbers) for the property to be designated. The most commonly used marker for conveying this designation is the medallion and plate (also referred to as a building marker); however, the 18" x 28" or 27" x 42" size marker may be ordered for those who wish a greater amount of historical information to appear in the marker text. Careful attention should be paid so as not to damage historic building material if the marker is to be mounted directly onto the structure. The THC staff can provide alternate ideas for mounting upon request.

- | | |
|---|-------|
| <input type="checkbox"/> Medallion and 16" x 12" plate with post | \$400 |
| <input type="checkbox"/> Medallion and 16" x 12" plate without post (see below) | \$350 |
| <input type="checkbox"/> 27" x 42" marker with post | \$850 |
| <input type="checkbox"/> 27" x 42" marker without post (see below) | \$800 |
| <input checked="" type="checkbox"/> 18" x 28" marker with post | \$550 |
| <input type="checkbox"/> 18" x 28" marker without post (see below) | \$500 |

If not on post, to what (building, gate, etc.) will the marker be attached? _____

Type of material? (wood, stone, etc.) _____

Legal description of property (lot and block number; metes and bounds):

See attached information.

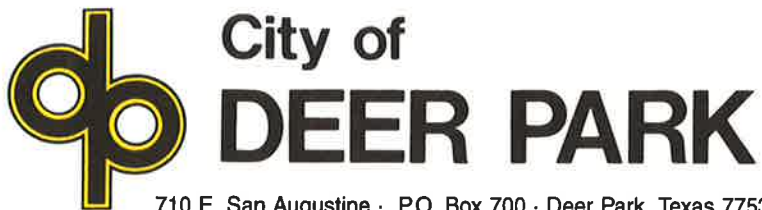
Before forwarding your material to the Texas Historical Commission, please check to make sure you've included the following items. Incomplete applications cannot be considered and may be returned to the applicant.

- ✓ completed application form signed by the county historical commission chair or marker committee chair
- ✓ narrative history with reference notes and bibliography
- ✓ photograph of the proposed marker location (do not use instant/Polaroid photos)
- ✓ map indicating marker location and other sites related to the marker topic
- ✓ historic photo of property and current photographs of all elevations (RTHL markers only)
- ✓ legal description of property (RTHL markers only)
- ✓ floor plans (RTHL markers only)
- ✓ site plan (RTHL markers only)

Mail completed applications to:

Local History Programs, Texas Historical Commission, P.O. Box 12276, Austin, Texas 78711-2276 512/463-5853

Additional items, including directional signs and replacement parts for 1936 markers, are available. Please contact the Local History Programs office for a separate order form.



710 E. San Augustine · P.O. Box 700 · Deer Park, Texas 77536 · (713) 478-7245 · Fax: (713) 478-7211

Ronald V. Crabtree
CITY MANAGER

RECEIVED
OCT 24 1997
TEXAS HISTORICAL COMMISSION

October 21, 1997

Ms. Cynthia J. Beeman, Administrator
Official Texas Historical Marker Program
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711-2276

Dear Ms. Beeman:

Enclosed is our check in the amount of \$550 for the historical marker recently approved for Pratt Truss Bridge located in Deer Park. We look forward to receiving a copy of the proposed text for the marker when it has been completed.

Sincerely,

Ronald V. Crabtree
City Manager



TEXAS
HISTORICAL
COMMISSION

George W. Bush • Governor
John L. Nau, III • Chairman
Curtis Tunnell • Executive Director

The State Agency for Historic Preservation

September 23, 1997

Ronald W. Crabtree
The City of Deer Park
P O Box 700
Deer Park, TX 77536

RE: PRATT TRUSS BRIDGE
18" x 28" marker w/ post
Job # 20497, Harris County

Dear Mr. Crabtree:

I am pleased to notify you that the State Marker Review Board has reviewed and approved the above-referenced topic for an Official Texas Historical Marker.

Payment for the marker, in the amount of \$550.00, is now due. Please complete and return the enclosed payment form at your earliest convenience. Once payment for the marker is received, the application will be placed in line to have the marker inscription written. The inscription will not be written until after funds have been received. When the text is prepared, a copy will be sent to you and any parties listed below for review and approval.

The Texas Historical Commission congratulates you on your efforts to record and preserve Texas history.

Sincerely,

A handwritten signature in cursive script that reads "Cynthia J. Beeman".

Cynthia J. Beeman, Administrator
Official Texas Historical Marker Program

pc: Al Davis, Harris CHC

**TEXAS HISTORICAL COMMISSION
OFFICIAL TEXAS HISTORICAL MARKER
EVALUATION FORM**

Title: Pratt Truss Bridge
Address: 1600 Georgia, in the Battleground at Deer Park Golf Course
City: Deer Park
County: Harris
Size: S, with post
Code: BR
RTHL: no
Year: 1997
Job #: 20497

Historical Evaluation: Normally, I would be leery of approving a marker for a topic that has no real connection to the county in which it would be placed; however, this relocated bridge has several significant elements to its history and its preservation which are worth documenting. By placing a marker for this 1891 bridge that once spanned the Leon River in Coryell County, readers can learn of its construction and use in two sites in central Texas, that it is the only remaining bridge in Texas built by the Clinton Bridge and Iron Company, and that it was preserved because of mitigation efforts between the THC and TxDOT and restored because of ISTEA funds. Preservation of this bridge keeps a part of rural Texas history alive on a suburban golf course in the Houston suburb of Deer Park!

Staff recommendation: **approval of subject marker**

Staff evaluation by: Frances Rickard *ln 8-8-92*

State Marker Review Board recommendation: *Approved*

Signature: *Rose I. Juino* *9/3/94*

Comments:

Local History Programs
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711
512/463-5854

**TEXAS HISTORICAL COMMISSION
OFFICIAL TEXAS HISTORICAL MARKER
EVALUATION FORM**

Title: Pratt Truss Bridge
Address: 1600 Georgia, in the Battleground at Deer Park Golf Course
City: Deer Park
County: Harris
Size: S, with post
Code: BR
RTHL: no
Year: 1997
Job #: 20497

Historical Evaluation: Normally, I would be leery of approving a marker for a topic that has no real connection to the county in which it would be placed; however, this relocated bridge has several significant elements to its history and its preservation which are worth documenting. By placing a marker for this 1891 bridge that once spanned the Leon River in Coryell County, readers can learn of its construction and use in two sites in central Texas, that it is the only remaining bridge in Texas built by the Clinton Bridge and Iron Company, and that it was preserved because of mitigation efforts between the THC and TxDOT and restored because of ISTEA funds. Preservation of this bridge keeps a part of rural Texas history alive on a suburban golf course in the Houston suburb of Deer Park!

Staff recommendation: **approval of subject marker**

Staff evaluation by: Frances Rickard *fr 8-8-92*

State Marker Review Board recommendation: *approval*

Signature: *Carl R. M. [unclear]*

Comments:

Local History Programs
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711
512/463-5854

**TEXAS HISTORICAL COMMISSION
OFFICIAL TEXAS HISTORICAL MARKER
EVALUATION FORM**

Title: Pratt Truss Bridge
Address: 1600 Georgia, in the Battleground at Deer Park Golf Course
City: Deer Park
County: Harris
Size: S, with post
Code: BR
RTHL: no
Year: 1997
Job #: 20497

Historical Evaluation: Normally, I would be leery of approving a marker for a topic that has no real connection to the county in which it would be placed; however, this relocated bridge has several significant elements to its history and its preservation which are worth documenting. By placing a marker for this 1891 bridge that once spanned the Leon River in Coryell County, readers can learn of its construction and use in two sites in central Texas, that it is the only remaining bridge in Texas built by the Clinton Bridge and Iron Company, and that it was preserved because of mitigation efforts between the THC and TxDOT and restored because of ISTEA funds. Preservation of this bridge keeps a part of rural Texas history alive on a suburban golf course in the Houston suburb of Deer Park!

Staff recommendation: **approval of subject marker**

Staff evaluation by: Frances Rickard *fr 8-8-92*

State Marker Review Board recommendation: _____

Signature: _____

Comments: _____

Local History Programs
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711
512/463-5854



TEXAS
HISTORICAL
COMMISSION

George W. Bush • Governor
John L. Nau, III • Chairman
Curtis Tunnell • Executive Director

The State Agency for Historic Preservation

December 9, 1997

Al Davis, Chair
Harris CHC
929 Waxmyrtle
Houston, TX 77079

RE: PRATT TRUSS BRIDGE
18" x 28" marker w/ post
Job # 20497

Dear Mr. Davis:

Enclosed is the proposed inscription for the above-referenced marker. (Please note that this is a working copy, including filing and foundry instructions. The right-hand margin, which is uneven in this copy, will be justified on the finished marker.)

Please review and verify the information contained in the inscription. In particular, be sure to check all names and dates, and make certain we have noted the correct marker location. Please contact other sponsors of this application to discuss the wording of this marker. If you approve the inscription, sign where indicated and return it to me. You also may want to make a copy of the inscription for your files.

If you have corrections to make or changes to suggest, please do so on the enclosed copy of the inscription and return it to me with the marked corrections. To ensure that I catch all your suggested changes, I ask that you not type a new version of the inscription. The revised wording will need to meet style and spacing requirements; suggestions for new information not documented in your narrative history must be sent with appropriate reference notes.

The marker will not be ordered for casting until the county historical commission and other persons or groups listed below have approved the inscription. For that reason, we will expect to receive signed copies of the inscription from each person; in order to avoid possible delays, you may want to consult with each other and discuss approvals or possible revisions and coordinate the return of all of the copies.

Sincerely,

A handwritten signature in cursive script, reading "Emily Cole Bell".

Emily Cole Bell, Historian
Official Texas Historical Marker Program

pc: Ronald Crabtree

Texas Historical Commission (ECB) 12/05/97

18" x 28" Official Texas Historical Marker with post
Harris County (Job #20497)

Location: 1600 Georgia, Deer Park, in the Battleground at Deer Park Golf Course

PRATT TRUSS BRIDGE*

A PIN CONNECTED TRUSS BRIDGE CHARACTERISTIC OF THE POPULAR STYLE THAT ONCE DOTTED RURAL TEXAS, THIS BRIDGE IS THE LAST ONE IN TEXAS BUILT BY THE CLINTON BRIDGE AND IRON COMPANY OF IOWA. ORIGINALLY OPENED IN 1891 ON THE LEON RIVER IN CORYELL COUNTY IN WHAT LATER BECAME MOTHER NEFF STATE PARK, THE BRIDGE WAS MOVED 6 MILES IN THE LATE 1940s OR EARLY 1950s TO COUNTY ROAD 322. BY 1993 THE BRIDGE COULD NO LONGER SUPPORT MODERN ROAD TRAFFIC. TEXAS DEPARTMENT OF TRANSPORTATION OFFICIALS, IN A HISTORIC PRESERVATION AGREEMENT WITH THE TEXAS HISTORICAL COMMISSION, PAINSTAKINGLY TRANSPORTED IT MORE THAN 150 MILES TO THIS SITE.**

(1998)***

* 3/4 inch lettering

** 1/2 inch lettering

*** 1/4 inch lettering

PLEASE CHECK ONE AND SIGN:

- ☐ I approve this text as written.
- ☐ Please consider the revisions as noted on this copy.

(signature)

RECEIVED

MAR 12 1993

TEXAS HISTORICAL COMMISSION

Texas Historical Commission (ECB) 12/05/97

18" x 28" Official Texas Historical Marker with post
Harris County (Job #20497)

Location: 1600 Georgia, Deer Park, in the Battleground at Deer Park Golf Course

PRATT TRUSS BRIDGE*

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(1998)***

* 3/4 inch lettering

** 1/2 inch lettering

*** 1/4 inch lettering

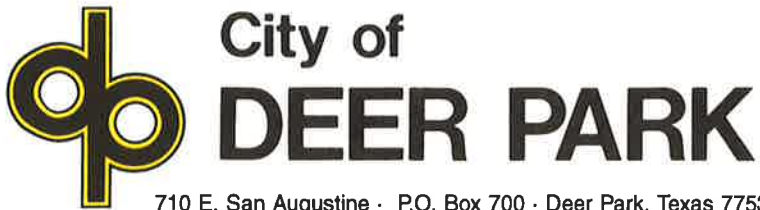
PLEASE CHECK ONE AND SIGN:

☒ I approve this text as written.

☐ Please consider the revisions as noted on this copy.

(signature)

3/10/98



Ronald V. Crabtree
CITY MANAGER

710 E. San Augustine · P.O. Box 700 · Deer Park, Texas 77536 · (713) 478-7245 · Fax: (713) 478-7217

February 23, 1998

RECEIVED

FEB 25 1998

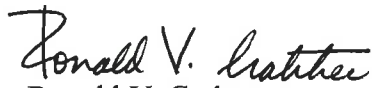
TEXAS HISTORICAL COMMISSION

Ms. Emily Cole Bell
Historian
Official Texas Historical Marker Program
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711-2276

Dear Ms. Bell:

Enclosed is an approval of the inscription for the marker for the PRATT TRUSS BRIDGE (Job # 20497) to be placed in Deer Park. Please let me know if there are any other requirements for this marker to be ordered for casting.

Sincerely,


Ronald V. Crabtree
City Manager

"Quality" First Time, Every Time

Texas Historical Commission (ECB) 12/05/97

18" x 28" Official Texas Historical Marker with post
Harris County (Job #20497)

Location: 1600 Georgia, Deer Park, in the Battleground at Deer Park Golf Course

PRATT TRUSS BRIDGE*

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(1998)***

* ¾ inch lettering

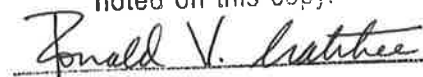
** ½ inch lettering

*** ¼ inch lettering

PLEASE CHECK ONE AND SIGN:

☒ I approve this text as written.

☐ Please consider the revisions as noted on this copy.


(signature)

the southwell co.p. o. box 299 san antonio, tx 78291
ph. (210) 223-1831 fax (210) 223-8517

- ☒ **approved (no corrections)**
☐ **approved as noted**
☐ **revise and resubmit**

signed by: CPB-J. ECB date: 3-23-98

PLEASE SIGN AND RETURN ONE (1) COPY.
 FAILURE TO SIGN THIS PROOF WILL RESULT
 IN RESUBMITTAL FOR YOUR SIGNATURE.

Thank You

CUSTOMER:

TEXAS HISTORICAL COMMISSION

P.O. BOX 12276

CAPITOL STATION

AUSTIN, TX 78711

SHIP TO:

18"

**PRATT TRUSS BRIDGE**

A PIN CONNECTED TRUSS BRIDGE CHARACTERISTIC OF THE POPULAR STYLE THAT ONCE DOTTED RURAL TEXAS, THIS BRIDGE IS THE LAST ONE IN TEXAS BUILT BY THE CLINTON BRIDGE AND IRON COMPANY OF IOWA. ORIGINALLY OPENED IN 1891 ON THE LEON RIVER IN CORYELL COUNTY IN WHAT LATER BECAME MOTHER NEFF STATE PARK, THE BRIDGE WAS MOVED 6 MILES IN THE LATE 1940s OR EARLY 1950s TO COUNTY ROAD 322. BY 1993 THE BRIDGE COULD NO LONGER SUPPORT MODERN ROAD TRAFFIC. TEXAS DEPARTMENT OF TRANSPORTATION OFFICIALS, IN A HISTORIC PRESERVATION AGREEMENT WITH THE TEXAS HISTORICAL COMMISSION, PAINSTAKINGLY TRANSPORTED IT MORE THAN 150 MILES TO THIS SITE.

(1998)

**DESIGN A WITH POST**

18" W X 28" H

SCALE: 3/16" = 1"

QUOTE # N/A
 JOB # 20497
 P.O. # N/A
 RE: PRATT TRUSS BRIDGE
COUNTY HARRIS

FILE NAME: 20497
 DATE
 SUBMITTED: 3/19/98

DRAWN BY: ALEX GEORGE

QUANTITY: ONE (1)
 MATERIAL: CAST ALUMINUM
 FINISH: BLACK BACKGROUND
 SIZE: 18" WIDE X 28" HIGH
 BORDER: SINGLE LINE
 LETTERS: RIBBON (TEXT) & RUNIC (TITLE)



PRATT TRUSS BRIDGE

A PIN CONNECTED TRUSS BRIDGE CHARACTERISTIC OF THE POPULAR STYLE THAT ONCE DOTTED RURAL TEXAS, THIS BRIDGE IS THE LAST ONE IN TEXAS BUILT BY THE CLINTON BRIDGE AND IRON COMPANY OF IOWA. ORIGINALLY OPENED IN 1891 ON THE LEON RIVER IN CORYELL COUNTY IN WHAT LATER BECAME MOTHER NEFF STATE PARK, THE BRIDGE WAS MOVED 6 MILES IN THE LATE 1940s OR EARLY 1950s TO COUNTY ROAD 322. BY 1993 THE BRIDGE COULD NO LONGER SUPPORT MODERN ROAD TRAFFIC. TEXAS DEPARTMENT OF TRANSPORTATION OFFICIALS, IN A HISTORIC PRESERVATION AGREEMENT WITH THE TEXAS HISTORICAL COMMISSION, PAINSTAKINGLY TRANSPORTED IT MORE THAN 150 MILES TO THIS SITE.

(1998)



TEXAS
HISTORICAL
COMMISSION

George W. Bush • Governor
John L. Nau, III • Chairman
Curtis Tunnell • Executive Director

The State Agency for Historic Preservation

March 18, 1998

Al Davis, Chair
Harris CHC
929 Waxmyrtle
Houston, TX 77079

RE: PRATT TRUSS BRIDGE
18" x 28" marker w/ post - Job # 20497
Shipment to: Ronald Crabtree, City of Deer Park, 710 E. San Augustine, Deer Park, 77536,
713/478-7245

Dear Al:


We have ordered the above-referenced marker for casting. It is currently taking 6 - 8 weeks for delivery from the foundry. **However, this is just an estimate; a final shipment date will depend on the foundry's workload.** A copy of the final inscription as it was sent to the foundry is enclosed for your files. According to our records, the marker should be shipped to the address above. If these instructions have changed during the marker process, please let me know as soon as possible so that I may notify the foundry.

If you have not already done so, this would be a good time to begin planning the marker dedication ceremony. However, please avoid setting the dedication date until the marker is received. The estimated shipping date above does not take into account potential shipping problems or other unforeseen delays, and the best laid dedication plans could be upset if planned around this time estimate. We will notify you and all parties listed below once the marker has been shipped from the foundry. A guide to planning a dedication ceremony is available from our office upon request. Since this is a state program, we suggest that your state senator and/or representative be included in the program, as well as your county judge and commissioners who have appointed your county historical commission.

Enclosed is a form for announcing the dedication in the THC's bi-monthly newsletter, The Medallion; in the marker dedication calendar, which is distributed to agency commissioners and staff; and in the monthly News for County Historical Commissions, once details have been finalized.

Again, please let me know if there has been a change in the shipping address, or if you would like a marker dedication guide.

Sincerely,


Egina G. Reyes
Office Manager
Local History Programs

pc: Ronald Crabtree

Egina Reyes

To: Southwell
Subject: Marker Order

Date: 3/18/98

Job #: 20497
County: Harris
Title: **PRATT TRUSS BRIDGE**
Size: 18" x 28" marker w/ post
Rush: na

Incising: na

Shipping Address:
Ronald V. Crabtree
City of Deer Park
710 E. San Augustine
Deer Park, 77536
713/478-7245

Text as Follows:



PTBRIDGE.HARRIS.d
oc

~~Can't~~
~~No record~~
Harris



Progress
Deer Park, Texas

JUL 19 1998

Bridge connects yesterday, today

By JEFF RIGGS
Editor

III
A span of bridge which interestingly stretches across a lake roughly in the middle of the Battleground in Deer Park Golf Course was dedicated July 7. Facts communicated during the event showed the bridge is an instrument which aids to connect yesterday with today.

Events leading to the establishment of the bridge in the central Texas town of Gatesville began June 11, 1890 when the Coryell County Court voted to erect a bridge at or near Halbert's Crossing on the Leon River.

This date roughly coincides with the founding of Deer Park, which is one of the reasons the bridge was moved to our city.

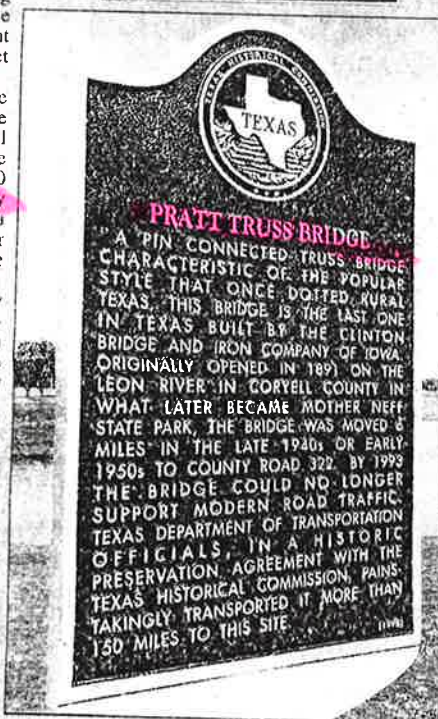
The Coryell County Court selected the Clinton Bridge and Iron Company of Clinton, Iowa to manufacture and build the \$3,500 bridge, to be paid with bonds earning an interest rate of six percent per year.

The county specified that the Clinton Bridge and Iron Company build "one wrought iron high truss bridge, 90 feet long, 12 feet wide, with eastern and western approaches of 200 feet and 90 feet respectively.

Wear and tear and occasional flooding over the years took their toll. An inspection report carried out by the Texas Department of Transportation in April, 1992, found unstable deck planks, bridge railing damage, rusted steel and decayed timber pilings. Because

of the narrow measure and relatively small weight capacity, the bridge did not meet current county

Part two in a series of three



State marker attests to the bridge's historical importance, not only to Deer Park, but to the state.

safety specifications.

Transportation officials gave the bridge a "serious condition" rating, and began inspecting it every three months. Finally, they closed it permanently in December, 1993.

Noting the historical importance of the bridge, transportation officials attempted to find buyer for the bridge, rather than dismantling it. To meet this end, the Waco district office of the Texas Department of Transportation issued a press release announcing that a "historic" bridge was available for relocation and preservation. The release was printed in February, 1994 in a number of Texas newspapers.

Around this time, transportation officials dismantled other Coryell County bridges of similar vintage for safety reasons and replaced the majority of them with 24 foot wide concrete girder bridges with unlimited weight restrictions, built under the same specifications as the Texas highway bridges.

There were, however, some responses to the newspaper advertisements.

Landowner Emily Moreland offered to buy it and move it to her ranch. The Board of Directors of Mother Neff State Park requested that the bridge be returned to the park.

That's when Tom Knickerbocker, an architect, had a different idea. He suggested moving the bridge to a new golf course he was designing for the city of Deer Park.

In November, 1993, the city put an \$8.25 million bond issue before its voters to authorize construction of The Battleground at Deer Park Golf Course on city-owned vacant land.

In the final installment of the story of the bridge which was moved to the Battleground at Deer Park Golf Course, discussion will be offered about the election results and the costs involved in moving the bridge.

JOB NO. 20497

MARKER TITLE PRATT TRUSS BRIDGE

COUNTY HARRIS

MARKER SIZE 18" x 28" marker w/post

PRICE \$550.00

PROCEDURE FOR MARKER APPLICATION

rck	4-22-97	1. Application received	CHC contact: Al Davis 929 Waxmyrtle Houston, 77079 713/468-6771 CC: All/Payment/Ship: The City of Deer Park Ronald V Crabtree P O Box 700 (710 East San Augustine) Deer Park, 77536 713/478-7245
rck	4-23-97	2. Receipt of application acknowledged	
		3. Additional information sent for Received:	
PR	8-8-97	4. Evaluated	
HW	8-25-97	5. Sent to SMRB for approval Trevino, Aiken, McQueary	
egz	9-23-97	6. Letter of approval sent and folder labeled	
egz	10-24-97	7. Check received THC #80000 44 Amount: 550.00	
ECB	12/5/97	8. Inscription written PTBRIDGE. HARRIS File name:	
egz	12-9-97	9. Inscription sent for approval	
		10. Reapproval sent (if necessary)	
		11. Highway permission secured (if necessary)	
egz	3-18-98	12. Order sent to Southwell, notice sent to CCs, and copy of final inscription placed in Quarterly Exhibit file <input type="checkbox"/> Incising <input type="checkbox"/> Paperweight(s)	
ECB	3-23-98	13. Rubbing checked	
egz	3-31-98	14. Notice of shipment/dedication materials sent	
		15. Survey card completed Houston District	

Paperweights/ Type and # _____
 Directional signs: Date paid _____
 Job # _____
 Date ordered _____



GARY M. JACKSON
ASSISTANT CITY MANAGER

710 E. San Augustine • P. O. Box 700 • Deer Park, Texas 77536 • (281) 478-7260 • Fax: (281) 542-0879
E-Mail: gjackson@deerparktx.org

March 12, 2018

Ms. Elizabeth Brummett
Division of Architecture
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711-2276

Dear Ms. Brummett:

I am writing to you regarding the Pratt Truss bridge located on Battleground Golf Course in the City of Deer Park. The bridge which dates from 1891, originally provided a crossing of the Leon River in Coryell County, Texas. In the early 1990s, when the bridge was over 100 years old, a determination was made by the Texas Department of Transportation (TxDOT) that the bridge could no longer support modern road traffic. As documented in a Memorandum of Agreement (MOA) signed by the Federal Highway Administration, the Texas State Historic Preservation Officer (SHPO) and TxDOT in late 1994, these three parties agreed to the relocation of the bridge to the Battleground Golf Course as part of a transportation enhancement project (see Attachment A).

The bridge is a 90-foot-long metal pin-connected Pratt through truss and at the time it was constructed, was common for short to medium-length spans over Texas rivers and creeks. It was built by the Clinton Bridge and Iron Company of Clinton, Iowa, and is the only known bridge built by this company remaining in Texas. At the time of its relocation, it was considered eligible for listing in the National Register of Historic Places. The bridge has since been used for golf cart traffic on the Battleground Golf Course. The bridge deck had been replaced at the time of relocation and in 2012, the bridge deck was replaced again, an anti-rust coating and weatherproof paint was applied to the truss structure, and additional structural support was added. The truss elements have, however, continued to deteriorate over time. A historic marker is located adjacent to the bridge. Photos are included in Attachment B.

The City of Deer Park is exploring options to keep the bridge on the golf course while maintaining safe conditions for golfers and other users of the golf course. According to the MOA, at the time of the bridge relocation, the City of Deer Park was to sign a preservation and maintenance agreement subject to review and comment by the SHPO (see MOA Stipulation 2 in Attachment A). The City of Deer Park does not have a copy of such an agreement. Our engineering and environmental consultant, RPS, has coordinated with Linda Henderson, History Programs Division, at the Texas Historic Commission (THC) to locate a copy of this agreement, but there are no records of it at the THC either. In conversations with

Linda, she has explained that typically these preservation and maintenance agreements expire after ten years. As the bridge was relocated in the mid-90s, any agreement that may have been executed would be expected to have expired years ago. In the absence of such an agreement, we can find no obligations that the City of Deer Park is under with regard to the bridge. Linda has expressed that the THC would prefer that this historic bridge be maintained.

Options available to the City of Deer Park include repairing the historic truss structure, replacing the truss structure with a similar type structure to maintain the historic feel of the bridge, or removing the truss structure altogether. Based on the RPS analysis of the truss structure, they estimate that over 50 percent of the truss members show substantial section loss which would require the members to be replaced or repaired. It's estimated that at least 25 percent of the truss members would be replaced, and another 25-50 percent would have new structural steel welded or bolted to the original truss members leaving very little of the structure untouched. The cost of repairing the bridge is estimated to be approximately \$241,000 and would substantially alter the historic nature of the truss. The cost to replace the existing truss structure with a similar style structure that maintains the historic feel of the bridge is estimated to be \$156,000. Removal of the truss structure is estimated to cost \$40,000. If either the replace or remove option is selected, the City proposes mitigation in the form of a bridge documentation package consisting of large and/or medium format photography and a written summary to document the history, current condition of the bridge and reasons for replacement/removal. This information would supplement the photography, dimensioned sketch plans and write-up that TxDOT prepared prior to the relocation of the bridge to the City of Deer Park (see MOA Stipulation 3 in Attachment A).

The City of Deer Park is formally requesting your comments and input on the options presented above. We would also appreciate your input on the status of the historic marker if the replace or remove option is selected. While a final decision has not been made by City Council, a previous discussion in Council Workshop favored the removal option.

Maintaining a safe crossing and protecting golf course patrons is our highest priority. To do so, we are requesting your response within the next 30 days so that City Council can be fully informed of all interests and issues surrounding the bridge prior to making a decision about the bridge's future.

We appreciate the assistance your agency has already provided on this project. If you have any questions, please contact me at 281.478.7260.

Sincerely,



Gary M. Jackson
Assistant City Manager
City of Deer Park

Attachment A



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
826 FEDERAL OFFICE BUILDING
AUSTIN, TEXAS 78701-3276

AMI *SPW*
GWS

December 15, 1994

IN REPLY REFER TO

HN-TX

CSJ: 0909-39-010
Memorandum of Agreement
Bridge Replacement at County Road
322 at Leon River
Coryell County

Dianna f. Noble, P.E.
Director of Environmental Affairs
Texas Department of Transportation
Austin, TX 78701-2488

Dear Ms. Noble:

Enclosed are two copies of the signed Memorandum of Agreement for the above referenced project. Please provide a copy to the Texas State Historic Preservation officers.

Sincerely yours,

John R. Mack

John R. Mack
Acting District Engineer

DEC 16 1994
FEDERAL HIGHWAY ADMINISTRATION
AUSTIN, TEXAS

N

Advisory Council On Historic Preservation

The Old Post Office Building
1100 Pennsylvania Avenue, NW, #809
Washington, DC 20004

Reply to: 730 Simms Street, #401
Golden, Colorado 80401

November 21, 1994

Jesse I. Gray
Environmental Coordinator
Federal Highway Administration
826 Federal Office Building
Austin, TX 78701-3276

RE: *Memorandum of Agreement regarding the removal and relocation
of the County Road 322 Bridge at the Leon River, Coryell
County, Texas*

Dear Mr. Gray:

The enclosed Memorandum of Agreement regarding the above referenced project has been accepted by the Council. This action constitutes the comments of the Council required by Section 106 of the National Historic Preservation Act and the Council's regulations. Please send copies of the signed Agreement to the Texas State Historic Preservation Officer and your Federal Preservation Officer.

The Council appreciates your cooperation in reaching a satisfactory resolution of this matter.

Sincerely,



Claudia Nissley
Director, Western Office
of Review

Enclosure

89

MEMORANDUM OF AGREEMENT
REGARDING THE REMOVAL AND RELOCATION OF THE
COUNTY ROAD 322 BRIDGE AT THE LEON RIVER
CORYELL COUNTY, TEXAS

WHEREAS, the Federal Highway Administration (FHWA) has determined that the removal and relocation of the bridge on County Road 322 at the Leon River, Coryell County, Texas, will have an effect upon the bridge, a property eligible for inclusion in the National Register of Historic Places, and has consulted with the Texas State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C., Part 470f); and

WHEREAS, the Texas Department of Transportation (TxDOT) has participated in the consultation and has been invited to concur in this Memorandum of Agreement;

NOW, THEREFORE, the FHWA and the Texas SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The City of Deer Park, Texas, will relocate the County Road 322 bridge to The Battleground at Deer Park Golf Course as part of a transportation enhancement project funded in accordance with the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA).

The FHWA will ensure that the following measures are carried out in consultation with the SHPO prior to the removal and relocation of the County Road 322 bridge at the Leon River.

1. The SHPO shall be afforded 30 days to review and comment on the City of Deer Park's relocation plan.
2. The City of Deer Park shall be required to sign a preservation and maintenance agreement prior to relocating the subject bridge. The SHPO shall be afforded 30 days to review and comment on this agreement.
3. TxDOT shall prepare a bridge documentation package consisting of the following items:
 - a. large format (4" x 5") and/or medium format (120 film) photographs of the bridge in its current setting;
 - b. dimensioned sketch plans; and
 - c. written data to include physical description, statement of significance, and brief history.
4. Three (3) documentation packages shall be provided to the SHPO. The SHPO shall be afforded 30 days to review and comment on the documentation package.
5. Should the SHPO object within 30 days to any documents provided for review and approval pursuant to this Memorandum of Agreement, the FHWA shall consult with the objecting party to resolve the objection. If the FHWA determines that the objection cannot be resolved, the FHWA shall forward all documentation relevant to the dispute to the Council. Within 30 days after receipt of all pertinent documentation, the Council will either:

MEMORANDUM OF AGREEMENT
REGARDING THE REMOVAL AND RELOCATION OF THE
COUNTY ROAD 322 BRIDGE AT THE LEON RIVER
CORYELL COUNTY, TEXAS

- a. Provide the FHWA with recommendations, which the FHWA will take into account in reaching a final decision regarding the dispute; or
- b. Notify the FHWA that it will comment pursuant to 36 CFR, Part 800.6(b), and proceed to comment. Any Council comment provided in response to such a request will be taken into account by the FHWA in accordance with 36 CFR, Part 800.6(c) (2) with reference to the subject of the dispute.

Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute; the FHWA's responsibility to carry out all actions under this Memorandum of Agreement (MOA) that are not the subjects of the dispute will remain unchanged.

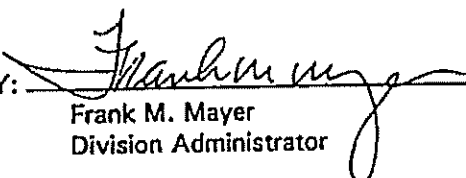
6. At any time during implementation of the measures stipulated in this agreement, should an objection to any such measure be raised by a member of the public, the FHWA shall take the objection into account and consult as needed with the objecting party, the SHPO, or the Council to resolve the objection.

Execution of this Memorandum of Agreement by the FHWA and the Texas SHPO, its subsequent acceptance by the Council, and implementation of its terms, evidence that the FHWA has afforded the Council an opportunity to comment on the bridge replacement on County Road 322 at the Leon River in Coryell County, Texas, and its effects upon historic properties, and that the FHWA has taken into account the effects of the undertaking on historic properties.

MEMORANDUM OF AGREEMENT
REGARDING THE REMOVAL AND RELOCATION OF THE
COUNTY ROAD 322 BRIDGE AT THE LEON RIVER
CORYELL COUNTY, TEXAS


SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION

BY: 
Frank M. Mayer
Division Administrator

DATE: 11/3/94

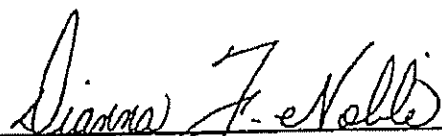
TEXAS STATE HISTORIC PRESERVATION OFFICER

BY: 
Curtis Tunnell
State Historic Preservation Officer

DATE: 24 Oct. 1994

CONCUR:

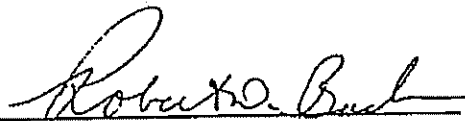
TEXAS DEPARTMENT OF TRANSPORTATION

BY: 
Dianna F. Noble, P.E.
Director of Environmental Affairs

DATE: 10-26-94

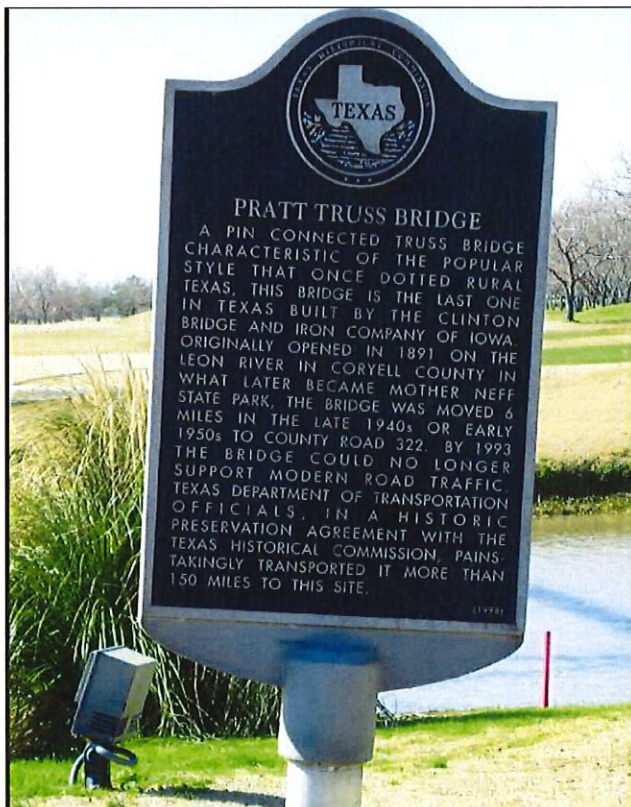
ACCEPTED BY:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: 

DATE: 11/16/94

Attachment B – Bridge Photographs



"A pin connected truss bridge characteristic of the popular style that once dotted rural Texas, this bridge is the last one in Texas built by the Clinton Bridge and Iron Company of Iowa. Originally opened in 1891 on the Leon River in Coryell County in what later became Mother Neff State Park, the bridge was moved 6 miles in the late 1940s or early 1950s to County Road 322. By 1993 the bridge could no longer support modern road traffic. Texas Department of Transportation officials, in a historic preservation agreement with the Texas Historical Commission, painstakingly transported it more than 150 miles to this site."

From: [Gary Jackson](#)
To: ["Elizabeth Brummett"; Jeff Casbeer](#)
Cc: [Jonathan Griffin](#); [Justin Kockritz](#); [James Stokes](#); [Bill Pedersen](#); [Charlie Sandberg](#)
Subject: RE: Pratt Truss Bridge Located on Battleground Golf Course - Deer Park, Texas
Date: Thursday, April 05, 2018 5:07:00 PM
Attachments: [Pratt Truss Bridge Located on Battleground Golf Course - Deer Park Texas.msg](#)
[image001.jpg](#)
[image002.png](#)
[image003.jpg](#)
[image004.png](#)
[image005.png](#)
[image006.jpg](#)
[Historic Bridge Agreement.pdf](#)

Ms. Brummett,

I'm following up on my attached letter dated March 12, 2018 regarding the Pratt Truss bridge located on the Battleground Golf Course in the City of Deer Park, Texas. The bridge is in critical need of removal or repair. As indicated in the letter, the bridge deck was first replaced at the time of relocation in the 1990s. In 2012 the bridge deck was replaced again and an anti-rust coating and weatherproof paint was applied to the truss structure, and additional structural support was added at a total cost of \$229,635. However, the truss elements have continued to deteriorate over time. It is necessary that the City move forward with either repair or removal of the bridge as soon as possible.

We have identified options to keep the bridge on the golf course while maintaining safe conditions for golfers and other users of the golf course. Options available to the City of Deer Park include repairing the historic truss structure, replacing the truss structure with a similar type structure to maintain the historic feel of the bridge, or removing the truss structure altogether. Based on the RPS Engineering analysis of the truss structure, they estimate that over 50 percent of the truss members show substantial section loss which would require the members to be replaced or repaired. It's estimated that at least 25 percent of the truss members would be replaced, and another 25-50 percent would have new structural steel welded or bolted to the original truss members leaving very little of the structure untouched. The cost for each option is as follows:

- 1) Repairing the bridge is estimated to be approximately \$241,000 and would substantially alter the historic nature of the truss.
- 2) Replace the existing truss structure with a similar style structure that maintains the historic feel of the bridge is estimated to be \$156,000.
- 3) Removal of the truss structure is estimated to cost \$40,000.

If either the replace or removal option is selected, the City proposes mitigation in the form of a bridge documentation package consisting of large and/or medium format photography and a written summary to document the history, current condition of the bridge and reasons for replacement/removal. This information would supplement the photography, dimensioned sketch plans and write-up that TxDOT prepared prior to the relocation of the bridge to the City of Deer Park.

We appreciate your efforts to locate a copy of the Preservation and Maintenance Agreement for this bridge. We too have been unable to locate such a document. We have, however, located a copy of

the acquisition agreement (copy attached). The acquisition agreement contains a clause stating that the City of Deer Park agrees to preserve and maintain the bridge and the features that give it its historic significance has been located. The acquisition agreement also has a couple of other components as follows:

- 1) A termination section, which includes an option for either party (City or Coryell County) to terminate upon 30 days written notice to the other party.
- 2) A "right of first refusal" clause stating that should the City decide to sell, donate or otherwise transfer the title to the Bridge, the City shall notify the Mother Neff State Park Association of Moody, Texas at least 30 days in advance.

The City of Deer Park is formally requesting your comments and input on the 3 options presented above (repair, replace, or removal of the bridge). We also request your input on the status of the historic marker if the replace or remove option is selected. While a final decision has not been made by City Council, a previous discussion in Council Workshop favored the removal option.

Thank you.

Gary M. Jackson
Assistant City Manager
City of Deer Park

From: Elizabeth Brummett <Elizabeth.Brummett@thc.texas.gov>
Sent: Friday, March 16, 2018 4:32 PM
To: Jeff Casbeer <Jeff.Casbeer@rpsgroup.com>
Cc: Jonathan Griffin <Jonathan.Griffin@rpsgroup.com>; Gary Jackson <gjackson@deerparktx.org>; Justin Kockritz <Justin.Kockritz@thc.texas.gov>
Subject: RE: Pratt Truss Bridge Located on Battleground Golf Course - Deer Park, Texas

Good afternoon, Mr. Jackson and Mr. Casbeer,

Thank you for the request regarding this bridge. We are currently checking our files again in a final effort to locate the maintenance agreement, and I will touch base once I've received some boxes from storage. If I am not able to locate it, I agree that a similar bridge agreement would be helpful to consider and will pass one along.

Thank you,

A. Elizabeth Brummett
State Coordinator for Project Review
Division of Architecture
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711
512-463-6167
www.thc.texas.gov



From: Jeff Casbeer [<mailto:Jeff.Casbeer@rpsgroup.com>]
Sent: Wednesday, March 14, 2018 9:45 AM
To: Elizabeth Brummett <Elizabeth.Brummett@thc.texas.gov>
Cc: Jonathan Griffin <Jonathan.Griffin@rpsgroup.com>; Gary Jackson <gjackson@deerparktx.org>; Justin Kockritz <Justin.Kockritz@thc.texas.gov>
Subject: RE: Pratt Truss Bridge Located on Battleground Golf Course - Deer Park, Texas

Good morning Elizabeth,

In the absence of a specific Preservation and Maintenance Agreement for the Deer Park bridge, could you please provide an example of another Preservation and Maintenance Agreement that might be typical for a bridge like the one on the Battleground Golf Course? We are trying to assemble as many pieces of this puzzle as possible and think it could be very helpful for the City to see what kind of conditions are typically contained in such an agreement.

Thank you for your help!

Jeff Casbeer
Senior Environmental Planner
RPS | Infrastructure
1160 N Dairy Ashford, Suite 500,
Houston, Texas 77079
USA
T +1 281 589 7257
F +1 281 589 7309
E Jeff.Casbeer@rpsgroup.com
W www.rpsgroup.com/usa

Formerly Klotz Associates

From: Gary Jackson <gjackson@deerparktx.org>
Sent: Tuesday, March 13, 2018 11:17 AM
To: Elizabeth.Brummett@thc.texas.gov
Cc: James Stokes <jstokes@deerparktx.org>; Jonathan Griffin <Jonathan.Griffin@rpsgroup.com>; Jeff Casbeer <Jeff.Casbeer@rpsgroup.com>; Bill Pedersen <bpedersen@deerparktx.org>; Charlie Sandberg <csandberg@deerparktx.org>
Subject: [EXT] Pratt Truss Bridge Located on Battleground Golf Course - Deer Park, Texas

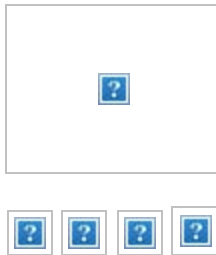
Ms. Brummett,

Please find the attached letter regarding the Pratt Truss bridge located on the Battleground Golf Course in the City of Deer Park, Texas.

Please do not hesitate to contact me if you have any questions.

Thank you.

Gary M. Jackson,
Assistant City Manager
City of Deer Park
710 E San Augustine
Deer Park, TX 77536
(281) 478-7260 (Office)
(281) 831-2210 (Cell)



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TEXAS HISTORICAL COMMISSION

real places telling real stories

April 17, 2018

Gary M. Jackson
Assistant City Manager
City of Deer Park
P.O. Box 700
Deer Park, TX 77536

Re: *Proposed repair, replacement, or demolition of Pratt Truss bridge on Battleground Golf Course, Deer Park, Harris County, Texas*

Dear Mr. Jackson,

Thank you for your correspondence regarding the above-referenced project. This letter serves as comment from the State Historic Preservation Officer (SHPO), the Executive Director of the Texas Historical Commission (THC).

As indicated in your letter, the Pratt truss bridge currently on the Battleground Golf Course in the City of Deer Park was moved to that location in 1995. Originally located in Coryell County within an area that became Mother Neff State Park, the bridge was previously moved to County Road 322 at the Leon River, still within Coryell County. When replacement of the bridge was proposed in the 1990s, it was found eligible for listing in the National Register of Historic Places and its relocation an adverse effect pursuant to Section 106 of the National Historic Preservation Act. The resulting Memorandum of Agreement (MOA) among the Federal Highway Administration, SHPO, Texas Department of Transportation (TxDOT), and Advisory Council on Historic Preservation required that the City of Deer Park enter into preservation and maintenance agreement prior to relocating the bridge. Though light on the details of required maintenance, the bridge acquisition agreement among TxDOT, Coryell County, and the City of Deer Park requires that the City “preserve and maintain the Bridge and the features that give it its historic significance, adhering to the provisions of the U.S. Secretary of the Interior’s Standards for Rehabilitation.” No separate maintenance agreement has been located to date, and neither the MOA nor the acquisition agreement stipulate ongoing oversight by our office.

Despite major maintenance work performed in 2012, we understand that the bridge is in deteriorated condition. Significant section loss necessitates full replacement of at least 25% of the truss members and strengthening of an additional 25-50% of the members based on a recent structural engineering analysis. Nevertheless, of the three options under consideration by the City of Deer Park—repair of the historic truss structure, replacement with a similar structure, or removal of the bridge—the Texas Historical Commission’s preference is in-kind repair of the existing historic truss bridge, as the City of Deer Park committed to do in the bridge acquisition agreement.

However, recognizing that this decision rests with the City, we offer the following comments on the replacement or removal options. Since the bridge was documented prior to relocation and given its current level of deterioration, we do not recommend additional documentation at this time. Instead, we encourage placing copies of the 1990s documentation at local libraries or archives in Deer Park and Coryell County. Should a new bridge be desired, rather than construction of a replica of this bridge we encourage consideration of a historic truss bridge marketed by TxDOT, as that could save another significant bridge from demolition. Finally, we encourage salvaging bridge members that remain in good condition for interpretive efforts at the site or for use in repair of other similar truss bridges.



Retaining the Official Texas Historical Marker describing the engineering significance and relocation of this bridge would not be appropriate if the bridge is removed or replaced. Please coordinate return of the marker to the Harris County Historical Commission by emailing HistoricalCommissionMarkers@hctx.net.

Thank you for the opportunity to comment on this project. **If you have any questions or if we can be of further assistance, please contact Elizabeth Brummett at 512/463-6167.**

Sincerely,



A. Elizabeth Brummett, State Coordinator for Project Review
Mark Wolfe, State Historic Preservation Officer

MW/aeb

Cc: Bruce Jensen, Director, Cultural Resources Management, Environmental Affairs Division, TxDOT
Kitty Henderson, Historic Bridge Foundation
Janet Wagner, Chair, Harris County Historical Commission

Preliminary Submittal
DEER PARK BATTLEGROUND TRUSS BRIDGE

ESTIMATED BID QUANTITIES

BID ITEM	DESCRIPTION	UNITS	QTY	PRICE	AMOUNT
BASE BID					
1	MOBILIZATION	LS	1.0	\$ 25,000.00	\$ 25,000.00
2	REPLACE STEEL MEMBER CONNECTIONS	LB	1954	\$ 70.00	\$ 136,780.00
3	REPAIR SECTION LOSS WITH STEEL MEMBER	LB	621	\$ 25.00	\$ 15,525.00
4	FILLING VOIDS WITH METAL REPAIR COMPOSITE	LB	292.0	\$ 200.00	\$ 58,400.00
5	CLEANING, ABRASIVE BLASTING, AND PAINTING STEEL	LS	1.0	\$ 125,000.00	\$ 125,000.00
6	CONTINGENCIES (10%)	LS	1.0	\$ 35,000.00	\$ 35,000.00
BASE BID TOTAL					\$ 370,705.00

CONTRACT NO. XXXX-XX

CITY OF DEER PARK, TEXAS

BATTLEGROUND HISTORIC BRIDGE REPAIR

CITY MANAGER
JAMES J. (JAY) STOKES

ASSISTANT CITY MANAGER
GARY M. JACKSON

PUBLIC WORKS DIRECTOR
W.R. (BILL) PEDERSEN, P.E.

CITY SECRETARY
SHANNON BENNETT



MAYOR
JERRY MOUTON, JR.

COUNCIL MEMBERS
POSITION NO. 1 - SHERRY GARRISON
POSITION NO. 2 - THANE HARRISON
POSITION NO. 3 - TOMMY GINN
POSITION NO. 4 - BILL PATTERSON
POSITION NO. 5 - RON MARTIN
POSITION NO. 6 - RAE A. SINOR

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	PLAN AND PROFILE
4-7	REPAIR LOCATIONS
8-18	FIELD OBSERVATIONS
19-22	REPAIR DETAILS
23-32	EXISTING AS-BUILT PLANS

710 E. SAN AUGUSTINE STREET
DEER PARK, TX 77536

OCTOBER 2018

PRELIMINARY

SUBMITTED FOR INTERIM REVIEW
Under the authority of:

JONATHAN GRIFFIN, P.E. No. 116876
DATE: OCTOBER 2018, IT IS NOT
TO BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES

RPS

1160 Dairy Ashford, Suite 500
Houston, Texas 77079
T 281 589 7257
USInfrastructure@rpsgroup.com
Formerly Klotz Associates, Inc.
Texas PE Firm Reg. #F-929

SUGGESTED SEQUENCE OF WORK:

1. CONTRACT MOBILIZATION.
2. ABRASSIVE BLAST AND CLEAN METAL TRUSS STRUCTURE.
3. PROVIDE TEMPORARY BRACING.
4. REMOVE AND REPLACE EXISTING TRUSS MEMBERS AS INDICATED IN THE CONSTRUCTION DOCUMENTS.
5. REPAIR SECTION LOSS IN METAL TRUSS MEMBERS.
6. CLEAN AND PAINT TRUSS MEMBERS.
7. REMOVE DEBRIS AND MATERIALS. PERFORM RESTORATION OF DAMAGED GROUNDS IF NEEDED.

GENERAL NOTES:

1. MATERIAL AND CONSTRUCTION SPECIFICATIONS: CURRENT TXDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
2. THE CONTRACTOR SHALL COORDINATE HIS/HER CONSTRUCTION SCHEDULE WITH THE OWNER PRIOR TO COMMENCING WORK. THE GOLF CART PATH AND BRIDGE SHALL REMAIN CLOSED DURING CONSTRUCTION.
3. CONDITION OF THE FACILITIES, UPON COMPLETION OF JOB, SHALL BE GOOD AS THE CONDITION PRIOR TO STARTING WORK. THE CONTRACTOR SHALL RESTORE ALL GRADES AND LANDSCAPING TO PRE- CONSTRUCTION CONDITIONS AND RE-ESTABLISH TURF AREAS DAMAGED BY THE CONSTRUCTION ACTIVITIES AT THE CONTRACTOR'S EXPENSE.
4. THE CONTRACTOR SHALL CONDUCT HIS/HER OPERATIONS IN A MANNER SUCH THAT TRUCKS AND OTHER VEHICLES DO NOT CREATE A DIRT NUISANCE OR SAFETY HAZARD. CLEAN UP HAS NO SEPARATE PAY ITEM AND SHALL BE PERFORMED DAILY BY THE CONTRACTOR AT HIS/HER EXPENSE.
5. ANY AREA OF GRASS WHICH IS DISTURBED OR DAMAGED DURING THE CONSTRUCTION SHALL BE REPAIRED OR REPLACED. LANDSCAPED AREAS SHALL BE RESTORED TO AS GOOD CONDITION AS THE EXISTING CONDITION. ALL GRASS AND LANDSCAPING WORK HAS NO SEPARATE PAY ITEM AND SHALL BE PERFORMED BY THE CONTRACTOR AT HIS/HER EXPENSE.
6. EXISTING PAVEMENTS, CURBS, SIDEWALKS AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION HAS NO SEPARATE PAY ITEM AND SHALL BE REPLACED BY THE CONTRACTOR AT HIS/HER EXPENSE.
7. EXISTING PAVEMENTS, CURBS, SIDEWALKS AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION HAS NO SEPARATE PAY ITEM AND SHALL BE REPLACED BY THE CONTRACTOR AT HIS/HER EXPENSE.
8. ALL DIMENSIONS SHOWN ARE APPROXIMATE AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR AT HIS/HER EXPENSE. ALL CHANGES ARE TO BE APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL ALLOW SEVEN DAYS FOR THE ENGINEER TO REVIEW PROPOSED CHANGES.
9. THE LOCATION OF SHOWN UTILITIES IS APPROXIMATE ONLY. THE CONTRACTOR SHALL REQUEST THE EXACT LOCATION OF THESE AND ALL UNDERGROUND FACILITIES AT LEAST 48 HOURS BEFORE COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH OCCUR DUE TO HIS/HER FAILURE TO REQUEST THE LOCATION AND PRESERVATION OF THESE UNDERGROUND FACILITIES. ALL REPAIRS SHALL BE PERFORMED BY THE CONTRACTOR AT HIS/HER EXPENSE.
- 10.ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNING AUTHORITY BY THE CONTRACTOR AT HIS/HER EXPENSE.
- 11.THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL REQUIRED CONSTRUCTION PERMITS.
- 12.THE CONTRACTOR SHALL REMOVE ALL TRASH, EXCESS MATERIAL, DEBRIS, ETC. FROM THE SITE UPON COMPLETION OF THE PROJECT PRIOR TO FINAL INSPECTION AND APPROVAL BY THE APPROVING AGENCIES.
- 13.INSTALL AND MAINTAIN TEMPORARY FENCING DURING CONSTRUCTION WHERE SECURITY OR PUBLIC SAFETY IS A CONCERN. THERE IS NO SEPARATE PAY ITEM AND SHALL BE PERFORMED BY THE CONTRACTOR AT HIS/HER EXPENSE.
- 14.THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AN UPDATED REDLINED "AS- BUILT" SET OF CONSTRUCTION DRAWINGS ON SITE FOR INSPECTION BY THE ENGINEER.
- 15.CONTRACTOR SHALL SUPPLY COLOR SAMPLES (MINIMUM 4 COLORS) FOR THE METAL TRUSS STRUCTURE AND FINAL APPEARANCE PAINT COAT TO THE OWNER. OWNER WILL CHOOSE COLORS TO BE USED.
- 16.MATERIALS USED FOR FILLING VOIDS SHALL BE BELZONE 1111, OR APPROVED EQUAL. THE PRODUCT WILL BE APPLIED PER THE MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

STRUCTURAL STEEL:

1. STRUCTURAL STEEL SHAPES AND PLATES SHALL BE PER ASTM A36. STRUCTURAL STEEL BOLTS AND NUTS SHALL BE PER ASTM A307. STEEL SHALL CONFORM TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION.
2. THE CONTRACTOR SHALL PROVIDE AND STOCKPILE STRUCTURAL STEEL ANGLES AND PLATES FOR REPLACEMENT OF EXISTING TRUSS MEMBERS INDICATED IN THE CONSTRUCTION DOCUMENTS. IN ADDITION TO PROVIDING ANGLES AND PLATES WITH PRE-DRILLED HOLES FOR ½" DIAMETER BOLTS, THE CONTRACTOR SHALL PROVIDE ALL ½" BOLTS TO REPLACE THE NUMBER OF RIVETS AT EACH MEMBER AND ALL LATTICE PLATES WITH PRE-DRILLED HOLES FOR ½" BOLTS (SEE AS-BUILT PLANS).
3. CONTRACTOR SHALL COORDINATE STRUCTURAL STEEL MEMBERS, SIZES, NUMBER AND LOCATIONS WITH ENGINEER. CONTRACTOR SHALL FIELD VERIFY ALL STRUCTURAL STEEL MEMBER DIMENSIONS AND HOLE LOCATIONS AND SUBMIT TO THE ENGINEER FOR APPROVAL BEFORE OBTAINING STRUCTURAL STEEL. FIELD MEASUREMENT, COORDINATION AND SUBMITTAL COSTS HAVE NO SEPARATE PAY ITEM AND SHALL BE INCLUDED IN THE BID ITEM FOR REPLACE STEEL MEMBER CONNECTIONS AND REPAIR SECTION LOSS WITH STEEL MEMBER.
4. CONTRACTOR SHALL REMOVE EXISTING TRUSS MEMBERS AND EXISTING RIVETS. THE CONTRACTOR SHALL COORDINATE AND SUBMIT FOR APPROVAL BY THE ENGINEER ALL REMOVAL MEMBERS. REMOVAL OF STRUCTURAL STEEL HAS NO SEPARATE PAY ITEM AND COST TO BE INCLUDED IN BID ITEM 3.
5. EXISTING TRUSS MEMBERS SHALL BE REMOVED AND REPLACED ONE MEMBER AT A TIME. PRIOR TO STRUCTURAL STEEL REMOVAL, CONTRACTOR SHALL RESTRAIN THE STRUCTURE FROM MOVING VERTICALLY OR Laterally. ALL TEMPORARY BRACING HAS NO SEPARATE PAY ITEM AND COSTS SHALL BE INCLUDED IN BID ITEM FOR REPLACE STEEL MEMBER CONNECTIONS.
6. NEW STRUCTURAL STEEL SHALL HOT DIPPED GALVANIZED PER TXDOT SPECIFICATION 445, GALVANIZING.

SPECIAL NOTE:

THE CONTRACTOR WILL NEED TO ACCESS THE WORK AT TIMES BY THE BATTLEGROUND GOLF COURSE LAKE. THE LAKE CANNOT BE DRAINED. ALL DEBRIS AND MATERIALS SHALL REMAIN OUT OF THE WATER.



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T 281.589.7257
USInfrastructure@rpsgroup.com
Formerly Klotz Associates, Inc.
Texas PE Firm Reg. #F-929

HISTORIC BRIDGE REPAIR
ON BATTLEGROUND GOLF COURSE

CITY OF
DEER PARK

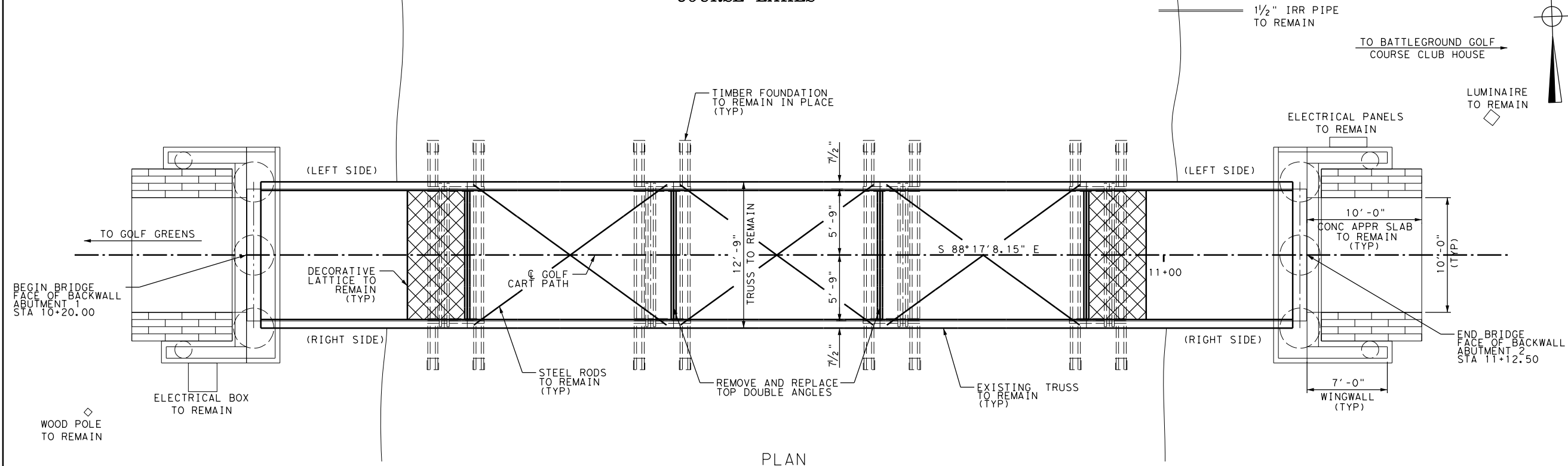
REV	DESCRIPTION	BY	DATE

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DO NOT USE FOR PERMITTING,
BIDDING, OR CONSTRUCTION.
ENGINEER: JONATHAN GRIFFIN
ENGR. REG. No.: 116876
DATE: OCTOBER 2018

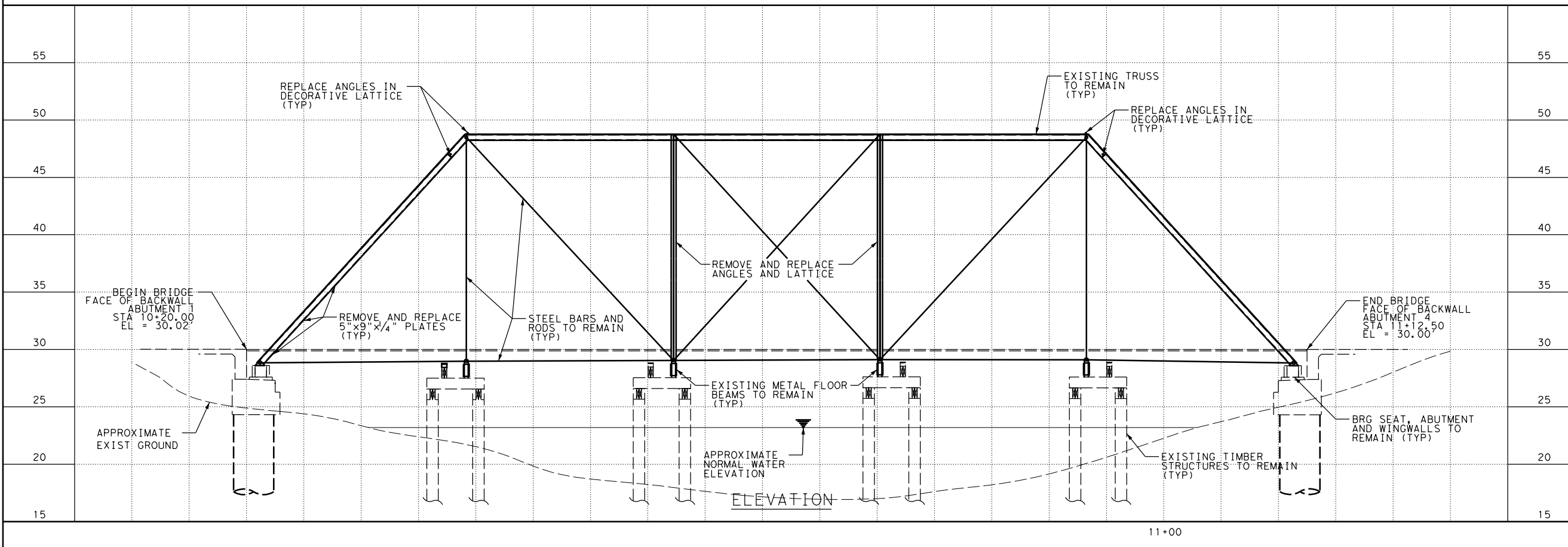
GENERAL NOTES

RPS Project No 007737			
Drawn By	FC	Checked By	JMG
Scale	AS SHOWN	Date	OCT. 2018
DWG No	2	Sheet	1 Of 1

BATTLEGROUND GOLF
COURSE LAKES



PLAN



ELEVATION

RPS
1160 Dairy Ashford, Suite 500
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T 281.589.7257
USInfrastructure@rpsgroup.com
Formerly Klotz Associates, Inc.
Texas PE Firm Reg. #F-929

HISTORIC BRIDGE REPAIR
ON BATTLEGROUND GOLF COURSE

CITY OF
DEER PARK

- NOTES:
1. REFER TO AS-BUILT PLANS FOR EXISTING TRUSS DETAILS.
 2. THE GOLF CART PATH AND BRIDGE WILL REMAIN CLOSED DURING CONSTRUCTION.
 3. THE CONTRACTOR WILL COORDINATE WITH THE OWNER A LOCATION TO STOCKPILE REQUIRED MATERIALS FOR CONSTRUCTION.
 4. CONDITIONS OF THE FACILITIES, UPON COMPLETION OF THE JOB, WILL BE AS GOOD AS THE CONDITION PRIOR TO STARTING WORK.
 5. MATERIAL AND CONSTRUCTION METHODS WILL BE PER THE CURRENT TXDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

SCALE: 1" = 10' (H)
SCALE: 1" = 10' (V)
5 0 5

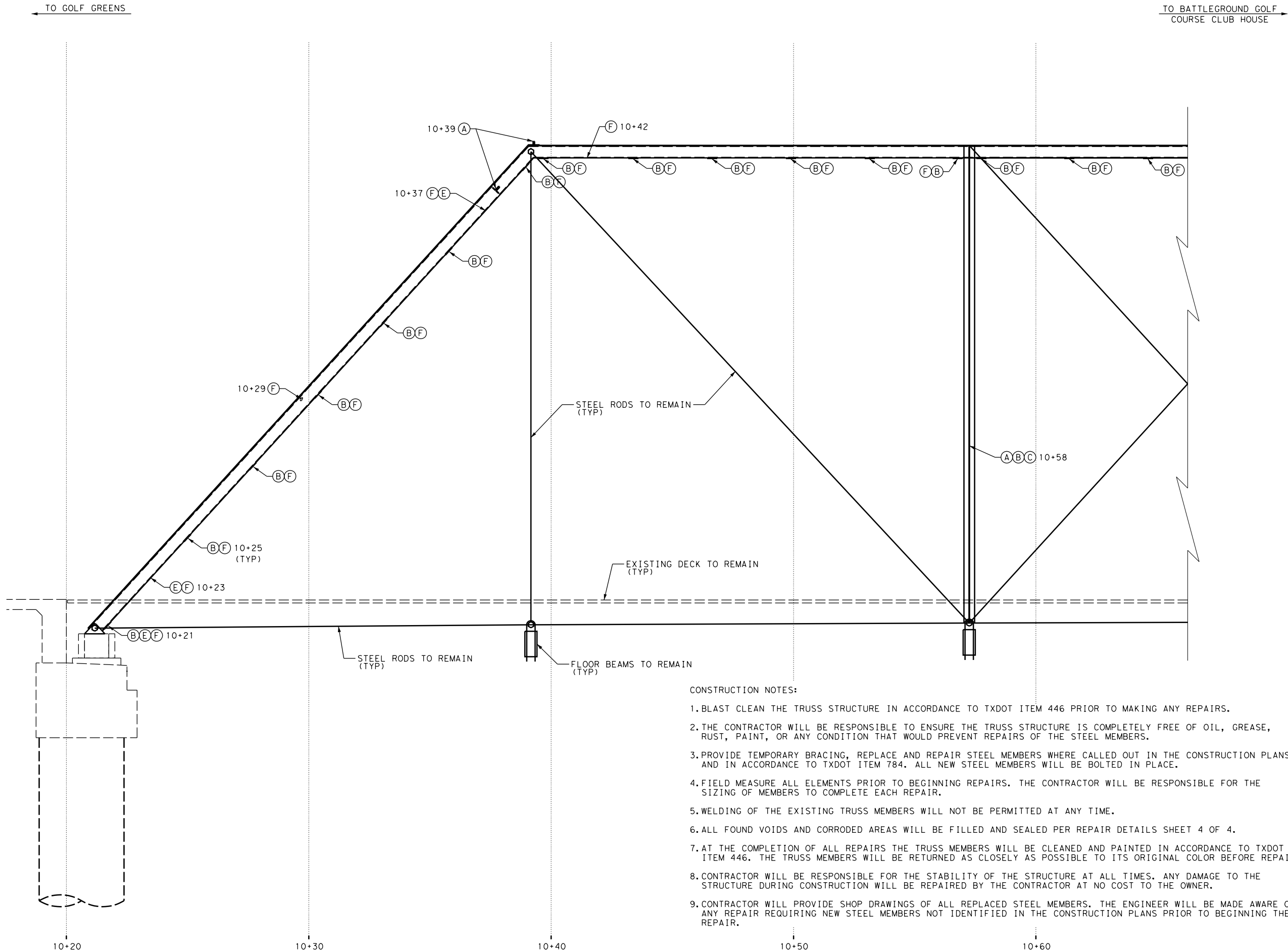
REV	DESCRIPTION	BY	DATE
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FOR REVIEW ONLY
DO NOT USE FOR PERMITTING,
BIDDING, OR CONSTRUCTION.
ENGINEER: JONATHAN GRIFFIN
ENGR. REG. No.: 116876
DATE: OCTOBER 2018

HISTORIC BRIDGE REPAIR
PLAN & PROFILE

RPS Project No 007737			
Drawn By	FC	Checked By	JMG
Scale	AS SHOWN	Date	OCT. 2018
DWG No	3	Sheet	1 Of 1

Jonathan Griffin
PDF-B&W-Hair Size.plt



CONSTRUCTION NOTES:

1. BLAST CLEAN THE TRUSS STRUCTURE IN ACCORDANCE TO TXDOT ITEM 446 PRIOR TO MAKING ANY REPAIRS.
2. THE CONTRACTOR WILL BE RESPONSIBLE TO ENSURE THE TRUSS STRUCTURE IS COMPLETELY FREE OF OIL, GREASE, RUST, PAINT, OR ANY CONDITION THAT WOULD PREVENT REPAIRS OF THE STEEL MEMBERS.
3. PROVIDE TEMPORARY BRACING, REPLACE AND REPAIR STEEL MEMBERS WHERE CALLED OUT IN THE CONSTRUCTION PLANS, AND IN ACCORDANCE TO TXDOT ITEM 784. ALL NEW STEEL MEMBERS WILL BE BOLTED IN PLACE.
4. FIELD MEASURE ALL ELEMENTS PRIOR TO BEGINNING REPAIRS. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE SIZING OF MEMBERS TO COMPLETE EACH REPAIR.
5. WELDING OF THE EXISTING TRUSS MEMBERS WILL NOT BE PERMITTED AT ANY TIME.
6. ALL FOUND VOIDS AND CORRODED AREAS WILL BE FILLED AND SEALED PER REPAIR DETAILS SHEET 4 OF 4.
7. AT THE COMPLETION OF ALL REPAIRS THE TRUSS MEMBERS WILL BE CLEANED AND PAINTED IN ACCORDANCE TO TXDOT ITEM 446. THE TRUSS MEMBERS WILL BE RETURNED AS CLOSELY AS POSSIBLE TO ITS ORIGINAL COLOR BEFORE REPAIRS.
8. CONTRACTOR WILL BE RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE AT ALL TIMES. ANY DAMAGE TO THE STRUCTURE DURING CONSTRUCTION WILL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
9. CONTRACTOR WILL PROVIDE SHOP DRAWINGS OF ALL REPLACED STEEL MEMBERS. THE ENGINEER WILL BE MADE AWARE OF ANY REPAIR REQUIRING NEW STEEL MEMBERS NOT IDENTIFIED IN THE CONSTRUCTION PLANS PRIOR TO BEGINNING THE REPAIR.



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Texas PE Firm Reg. #F-929

HISTORIC BRIDGE REPAIR
ON BATTLEGROUND GOLF COURSE

CITY OF
DEER PARK

NOTES:

1. REFER TO AS-BUILT PLANS FOR EXISTING TRUSS DETAILS.
2. REFER TO REPAIR DETAILS SHEETS FOR GENERAL REPAIRS.
3. REFER TO FIELD OBSERVATIONS SHEETS FOR SPECIFIC REPAIRS IDENTIFIED WITH STATIONS.

LEGEND:

- (A) REPLACE ANGLES
- (B) REPLACE PLATE
- (C) REPLACE LATTICE
- (D) REPAIR SECTION LOSS WITH STEEL PLATE
- (E) REPAIR SECTION LOSS WITH STEEL ANGLE
- (F) FILL VOID

SCALE: 1" = 4'

REV	DESCRIPTION	BY	DATE

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ENGINEER: JONATHAN GRIFFIN
ENGR. REG. No.: 116876
DATE: OCTOBER 2018

HISTORIC BRIDGE
REPAIR LOCATIONS
(RIGHT SIDE)

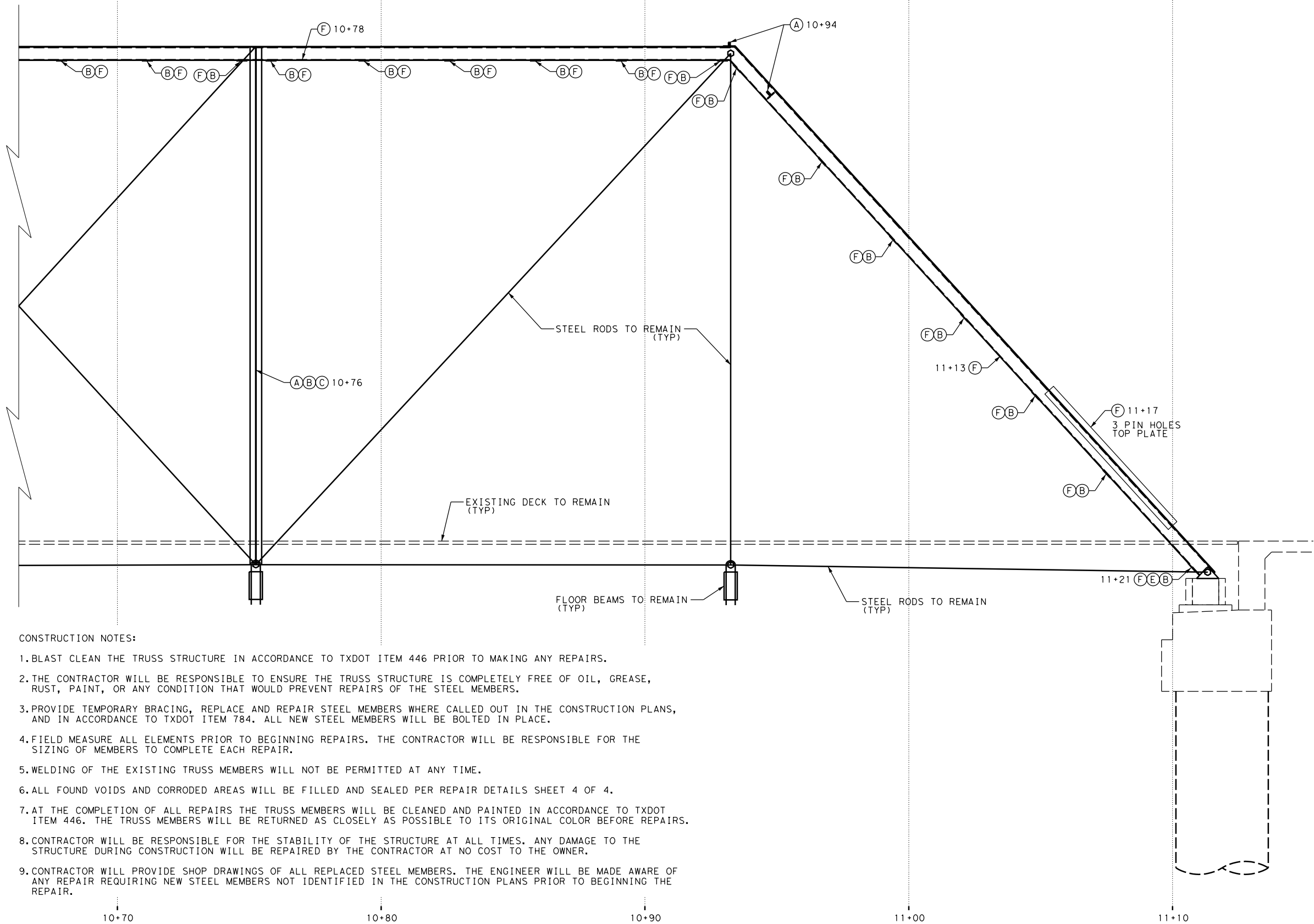
RPS Project No 007737

Drawn By	FC	Checked By	JMG
Scale	AS SHOWN	Date	OCT. 2018
DWG No	4	Sheet	1 Of 4

J:\007737 Historic Bridge Repair\07.00 CADD\Deer Park\08-VII Bridges\RL01.dgn 5:46:22 PM 10/15/2018

← TO GOLF GREENS

TO BATTLEGROUND GOLF
COURSE CLUB HOUSE →



CONSTRUCTION NOTES:

1. BLAST CLEAN THE TRUSS STRUCTURE IN ACCORDANCE TO TXDOT ITEM 446 PRIOR TO MAKING ANY REPAIRS.
2. THE CONTRACTOR WILL BE RESPONSIBLE TO ENSURE THE TRUSS STRUCTURE IS COMPLETELY FREE OF OIL, GREASE, RUST, PAINT, OR ANY CONDITION THAT WOULD PREVENT REPAIRS OF THE STEEL MEMBERS.
3. PROVIDE TEMPORARY BRACING, REPLACE AND REPAIR STEEL MEMBERS WHERE CALLED OUT IN THE CONSTRUCTION PLANS, AND IN ACCORDANCE TO TXDOT ITEM 784. ALL NEW STEEL MEMBERS WILL BE BOLTED IN PLACE.
4. FIELD MEASURE ALL ELEMENTS PRIOR TO BEGINNING REPAIRS. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE SIZING OF MEMBERS TO COMPLETE EACH REPAIR.
5. WELDING OF THE EXISTING TRUSS MEMBERS WILL NOT BE PERMITTED AT ANY TIME.
6. ALL FOUND VOIDS AND CORRODED AREAS WILL BE FILLED AND SEALED PER REPAIR DETAILS SHEET 4 OF 4.
7. AT THE COMPLETION OF ALL REPAIRS THE TRUSS MEMBERS WILL BE CLEANED AND PAINTED IN ACCORDANCE TO TXDOT ITEM 446. THE TRUSS MEMBERS WILL BE RETURNED AS CLOSELY AS POSSIBLE TO ITS ORIGINAL COLOR BEFORE REPAIRS.
8. CONTRACTOR WILL BE RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE AT ALL TIMES. ANY DAMAGE TO THE STRUCTURE DURING CONSTRUCTION WILL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
9. CONTRACTOR WILL PROVIDE SHOP DRAWINGS OF ALL REPLACED STEEL MEMBERS. THE ENGINEER WILL BE MADE AWARE OF ANY REPAIR REQUIRING NEW STEEL MEMBERS NOT IDENTIFIED IN THE CONSTRUCTION PLANS PRIOR TO BEGINNING THE REPAIR.



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HISTORIC BRIDGE REPAIR
ON BATTLEGROUND GOLF COURSE

CITY OF
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- (E) REPAIR SECTION LOSS WITH STEEL ANGLE
- (F) FILL VOID

SCALE: 1" = 4'
2 0 2

REV	DESCRIPTION	BY	DATE

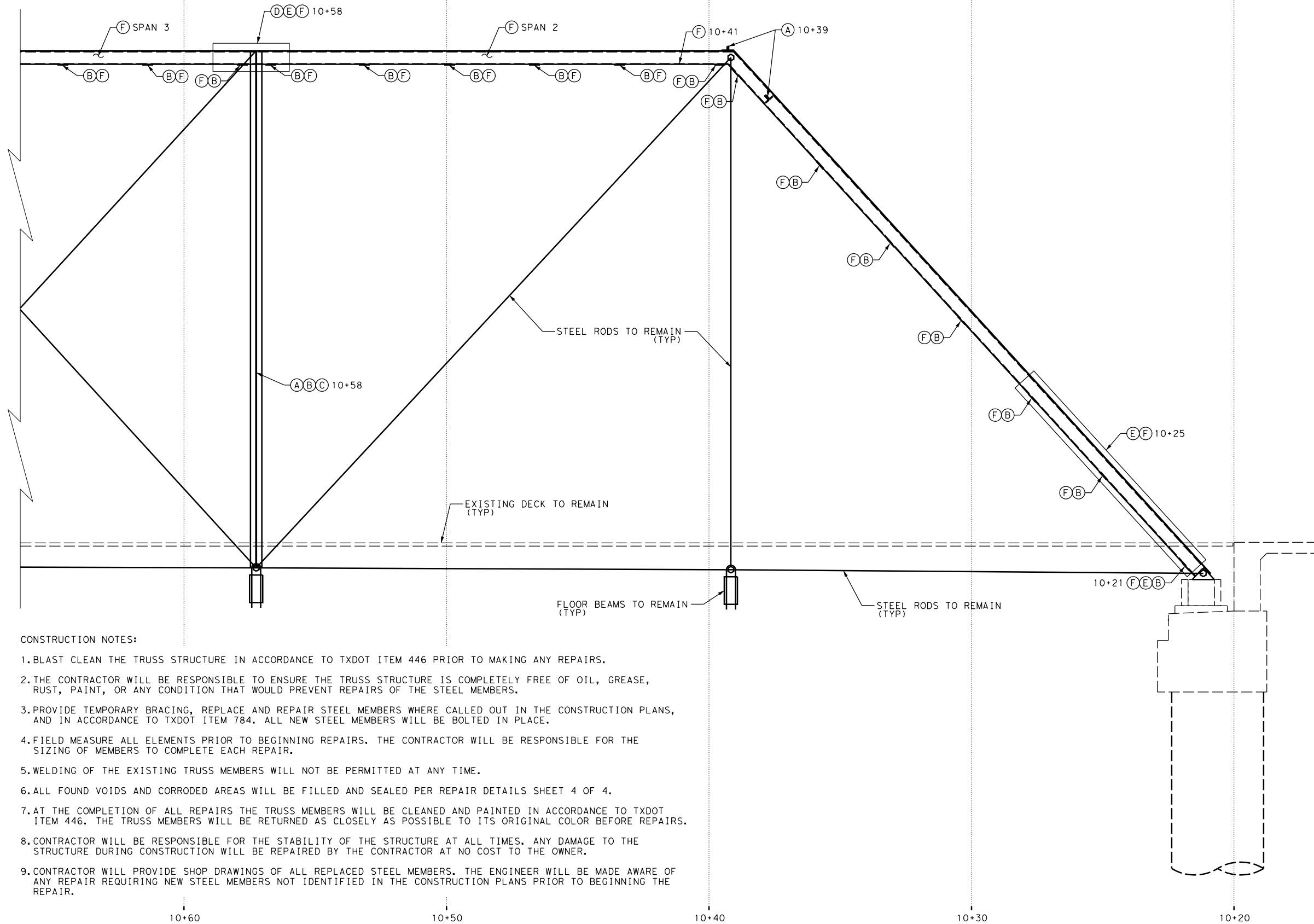
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HISTORIC BRIDGE
REPAIR LOCATIONS
(RIGHT SIDE)

RPS Project No 007737			
Drawn By	FC	Checked By	JMG
Scale	AS SHOWN	Date	OCT. 2018
DWG No	5	Sheet	2 Of 4

← TO BATTLEGROUND GOLF
COURSE CLUB HOUSE

TO GOLF GREENS →



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**HISTORIC BRIDGE REPAIR
ON BATTLEGROUND GOLF COURSE**

**CITY OF
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- (E) REPAIR SECTION LOSS WITH STEEL ANGLE
- (F) FILL VOID

SCALE: 1" = 4'
2 0 2

REV	DESCRIPTION	BY	DATE

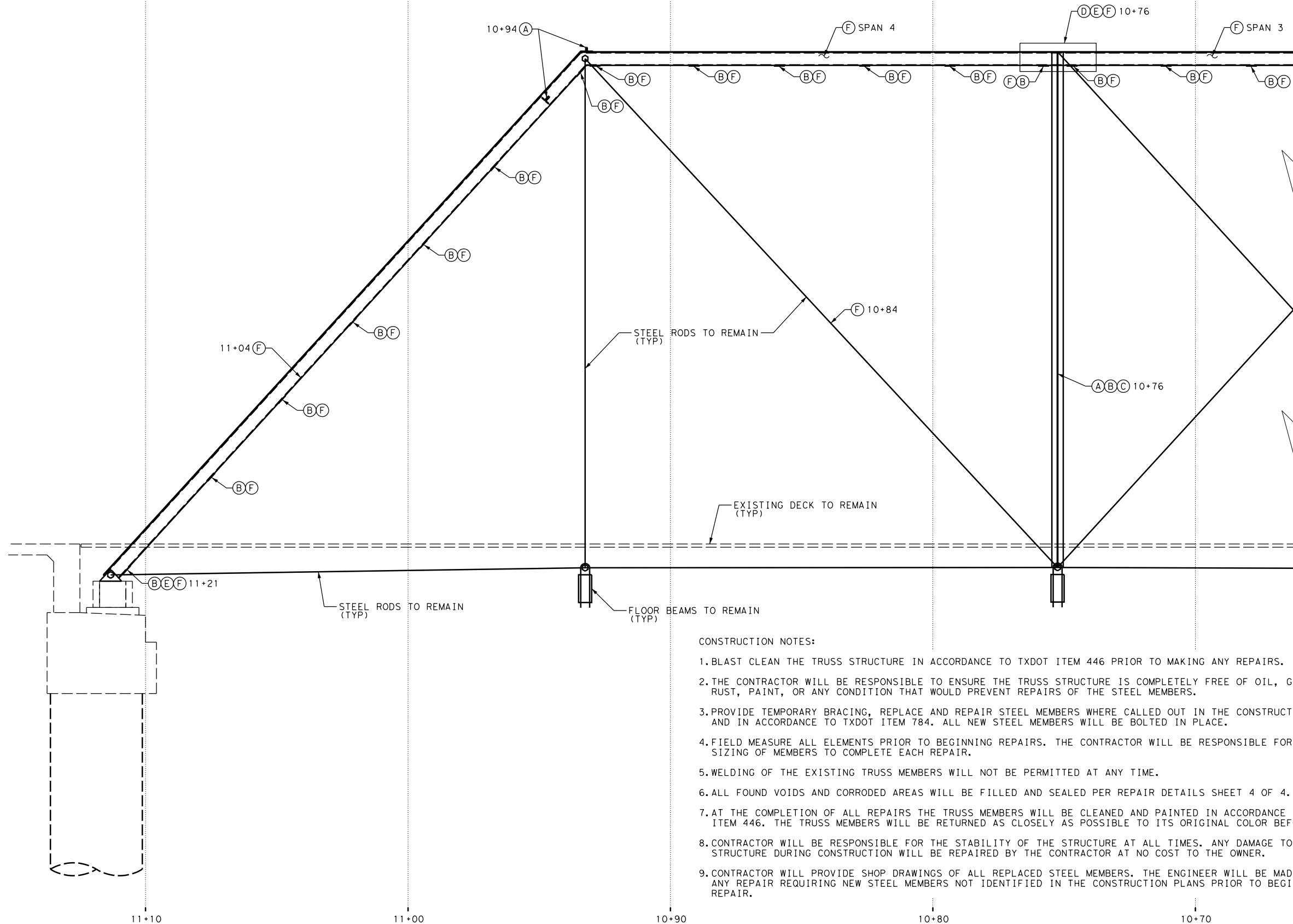
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ENGINEER: JONATHAN GRIFFIN
ENGR. REG. No.: 116876
DATE: OCTOBER 2018

**HISTORIC BRIDGE
REPAIR LOCATIONS
(LEFT SIDE)**

RPS Project No 007737			
Drawn By	FC	Checked By	JMG
Scale	AS SHOWN	Date	OCT. 2018
DWG No	6	Sheet	3 Of 4

← TO BATTLEGROUND GOLF
COURSE CLUB HOUSE

TO GOLF GREENS →



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HISTORIC BRIDGE REPAIR
ON BATTLEGROUND GOLF COURSE

CITY OF
DEER PARK

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- (E) REPAIR SECTION LOSS WITH STEEL ANGLE
- (F) FILL VOID

SCALE: 1" = 4'
2 0 2

REV	DESCRIPTION	BY	DATE

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HISTORIC BRIDGE
REPAIR LOCATIONS
(LEFT SIDE)

RPS Project No 007737			
Drawn By FC	Checked By JMG		
Scale AS SHOWN	Date OCT. 2018		
DWG No 7	Sheet 4	Of 4	



BEGIN STRUCTURE - 10+20.00



END STRUCTURE - 11+12.50



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LEGEND:

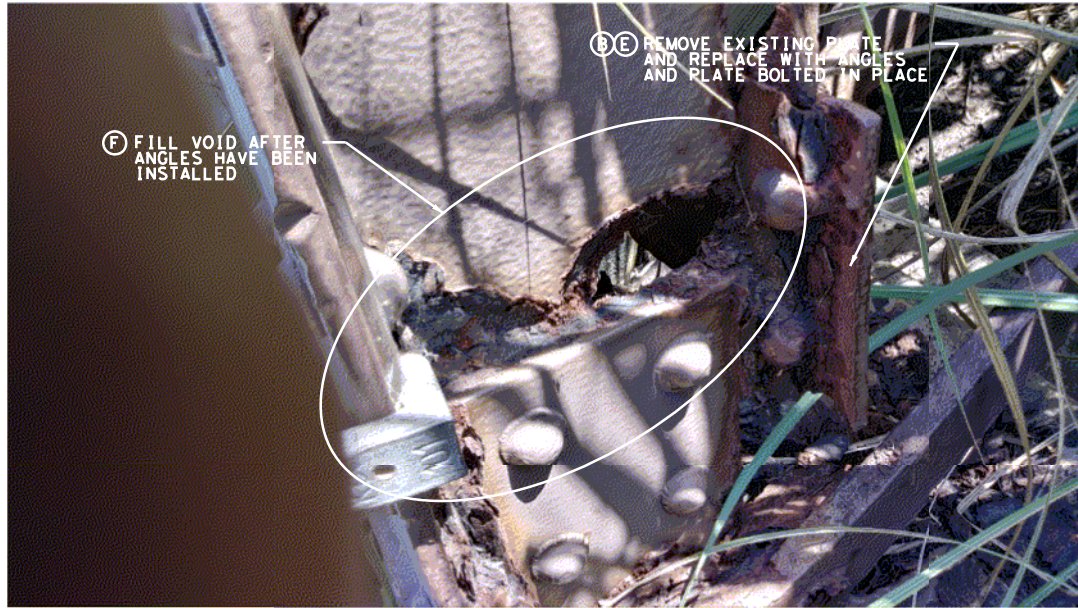
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FIELD OBSERVATIONS

RPS Project No 007737			
Drawn By	FC	Checked By	JMG
Scale	AS SHOWN	Date	OCT. 2018
DWG No	8	Sheet	1 Of 11



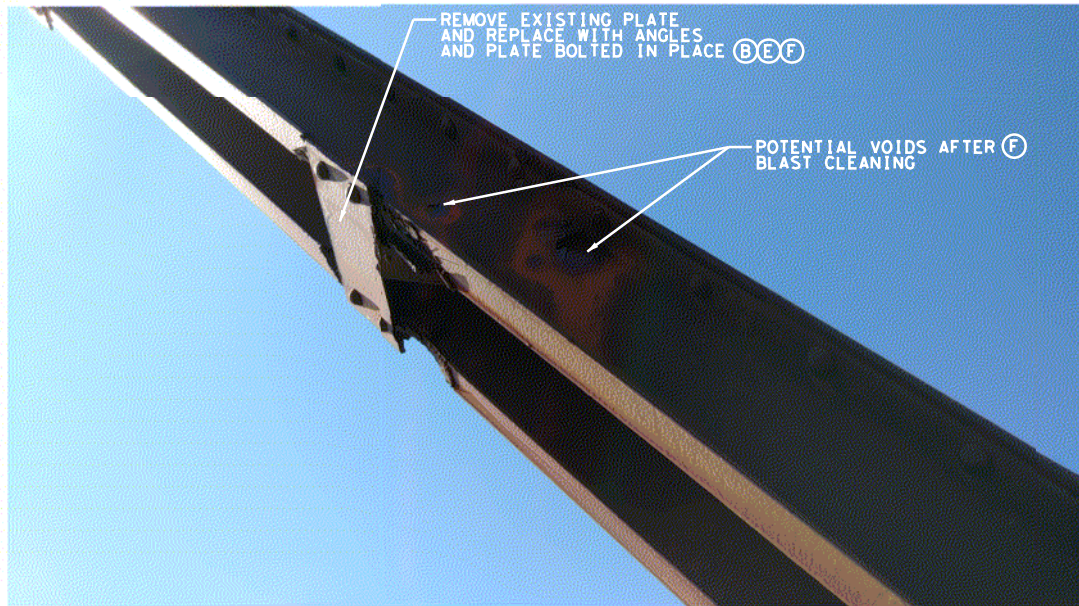
10+21 - REPAIR SECTION LOSS AT BEARING



10+23 - REPAIR SECTION LOSS



10+25 - REPLACE PLATE (TYP)



10+29 - FILL VOID



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CITY OF DEER PARK

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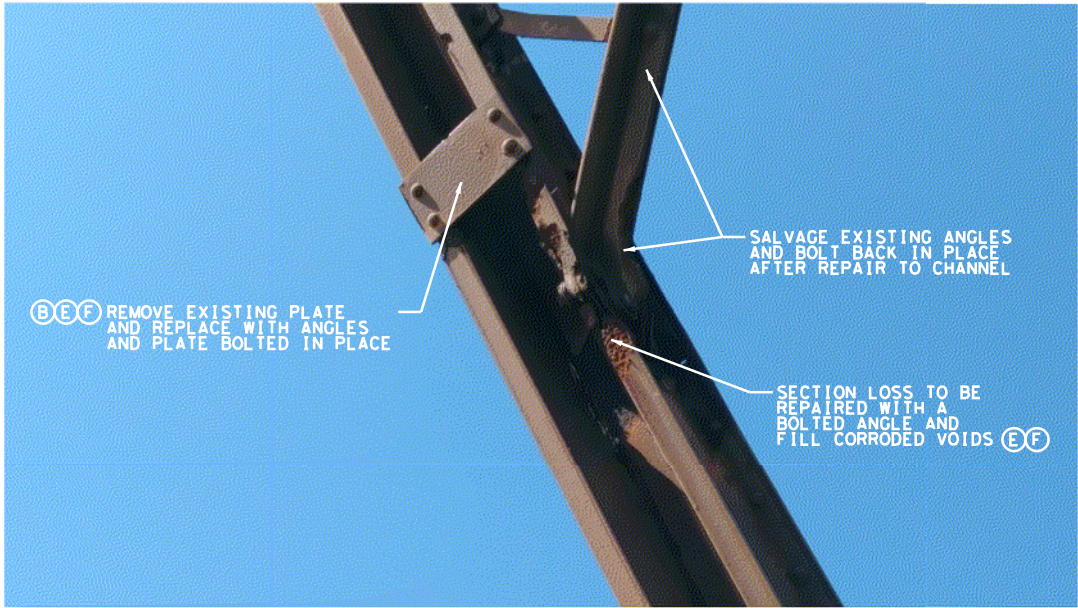
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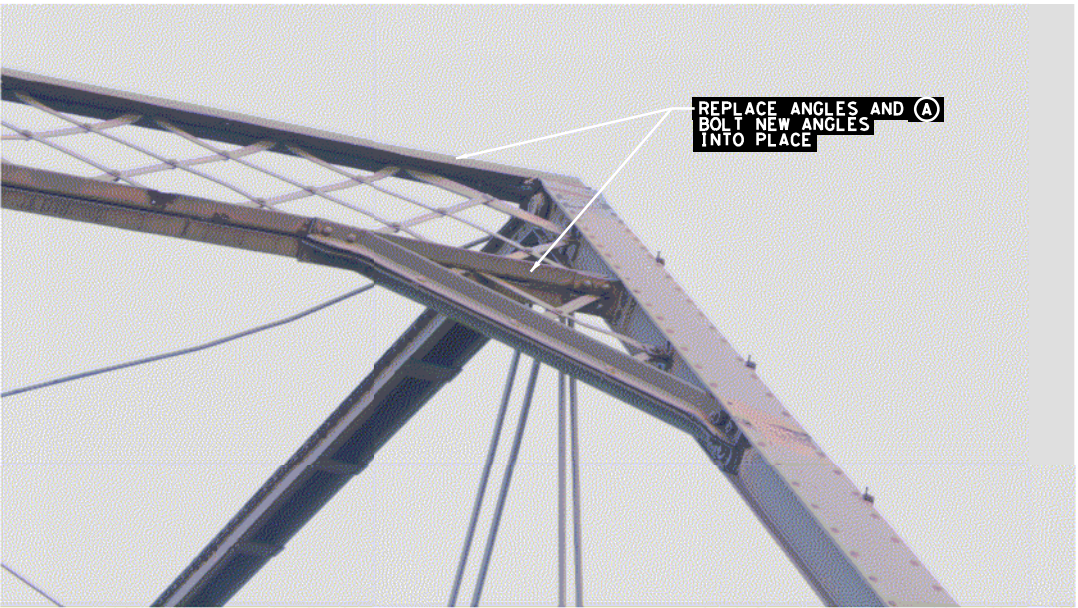
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FIELD OBSERVATIONS (RIGHT SIDE)

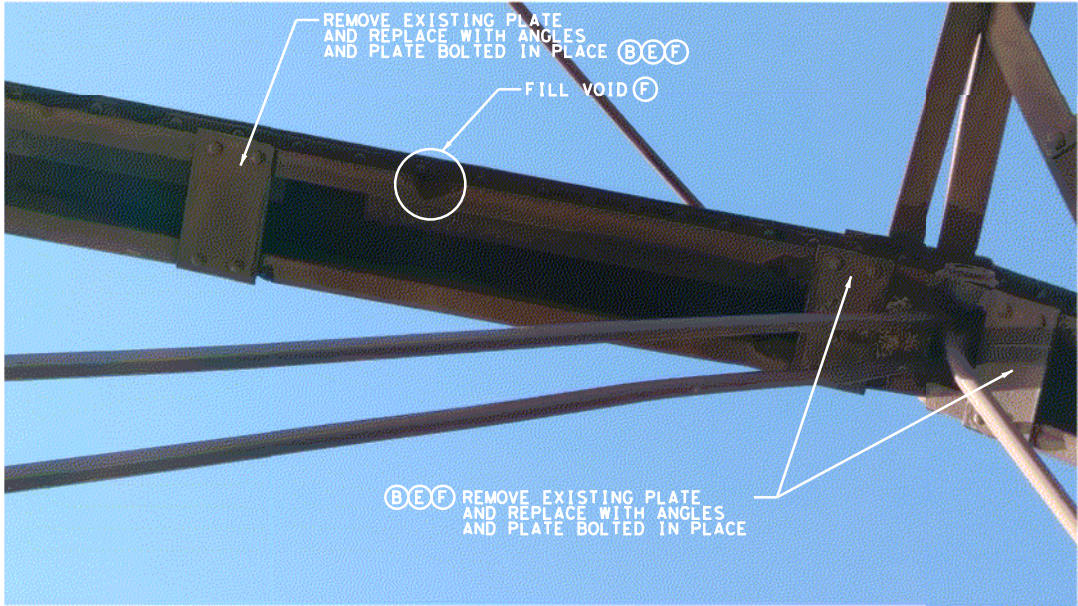
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Scale	AS SHOWN	Date	OCT. 2018
DWG No	9	Sheet	2 Of 11



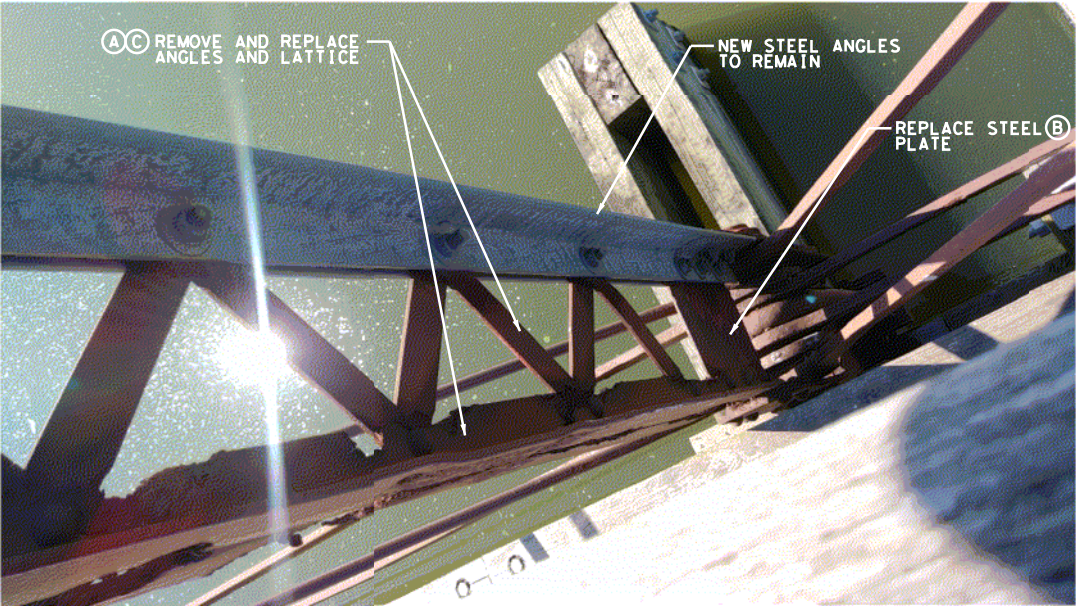
10+37 - REPAIR SECTION LOSS



10+39 - REPLACE ANGLES IN DECORATIVE LATTICE



10+42 - FILL VOID



10+58 - REPLACE VERTICAL ANGLES/LATTICE (BOTT)

HISTORIC BRIDGE REPAIR
ON BATTLEGROUND GOLF COURSE

CITY OF
DEER PARK

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 - (F) FILL VOID

N. T. S.			
REV	DESCRIPTION	BY	DATE

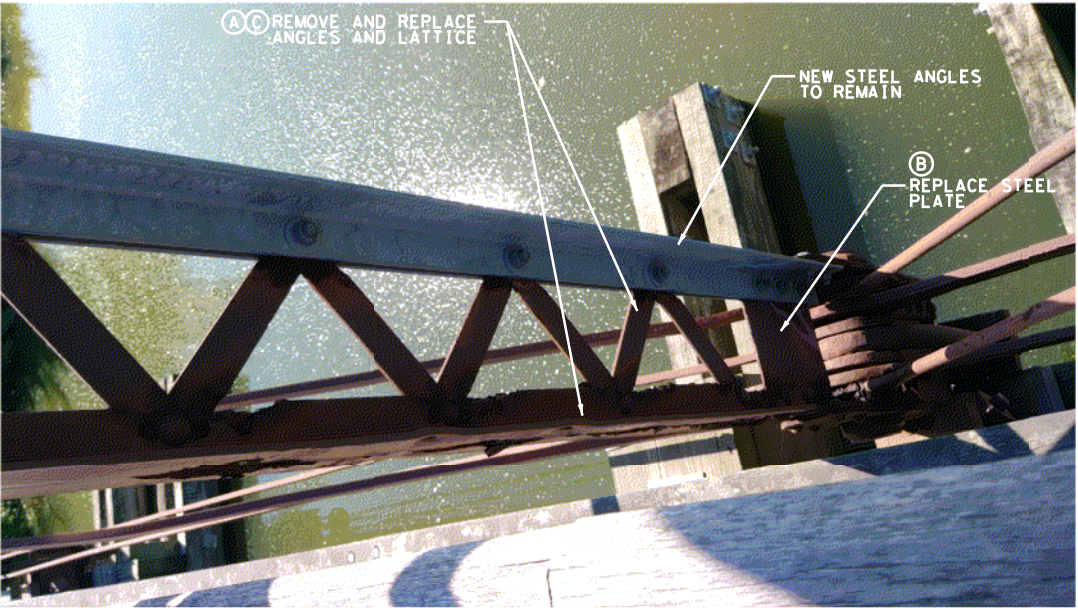
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FIELD OBSERVATIONS
(RIGHT SIDE)

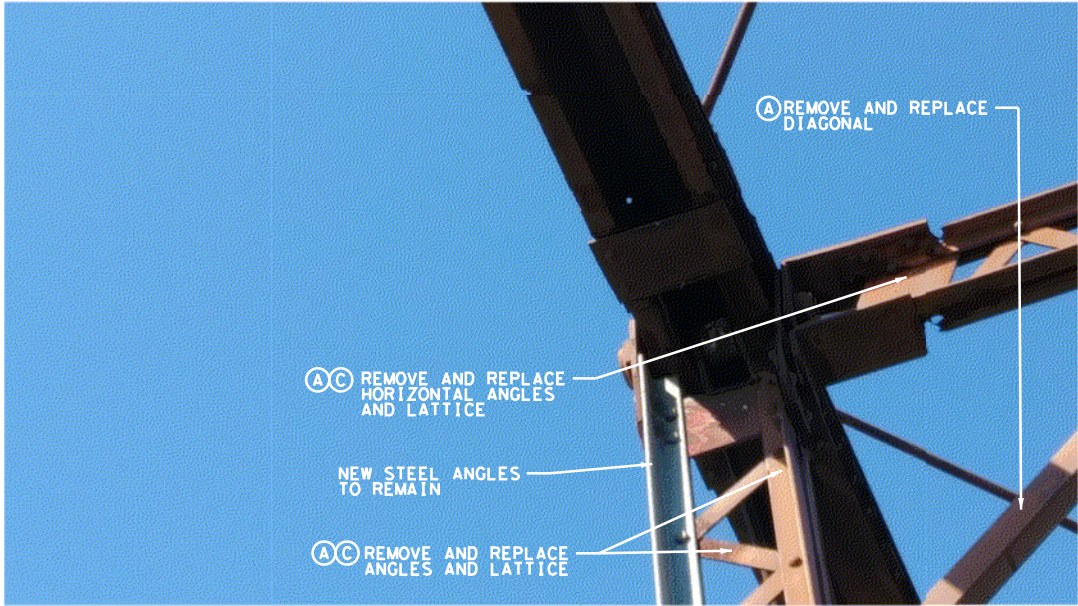
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DWG No	10	Sheet	3 Of 11



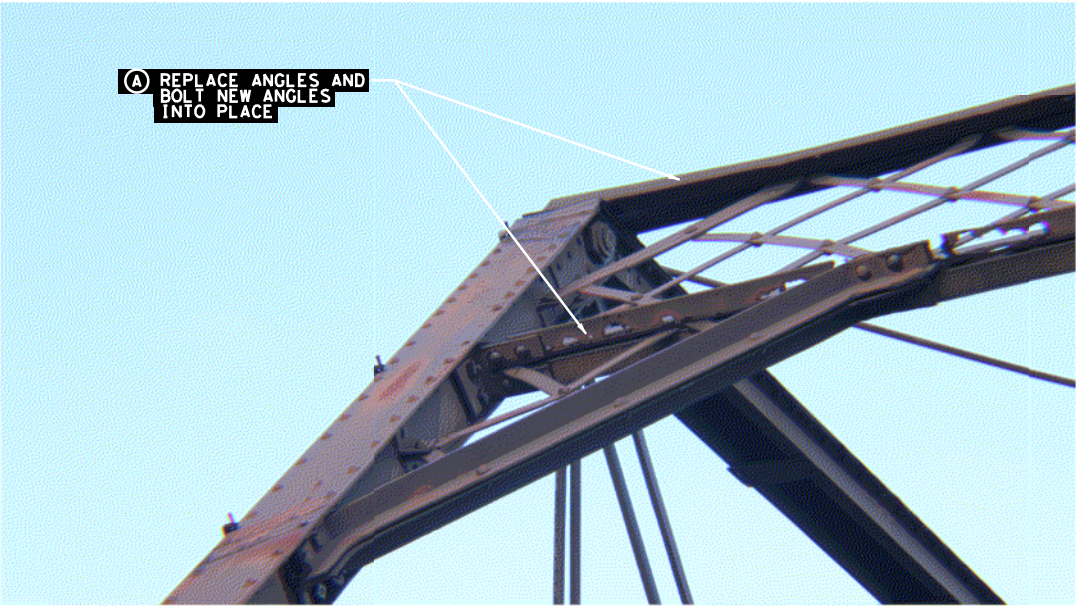
10+58 - REPLACE VERTICAL ANGLES/LATTICE (TOP)



10+76 - REPLACE VERTICAL ANGLES/LATTICE (BOTT)



10+76 - REPLACE VERTICAL ANGLES/LATTICE (TOP)



10+94 - REPLACE ANGLES IN DECORATIVE LATTICE



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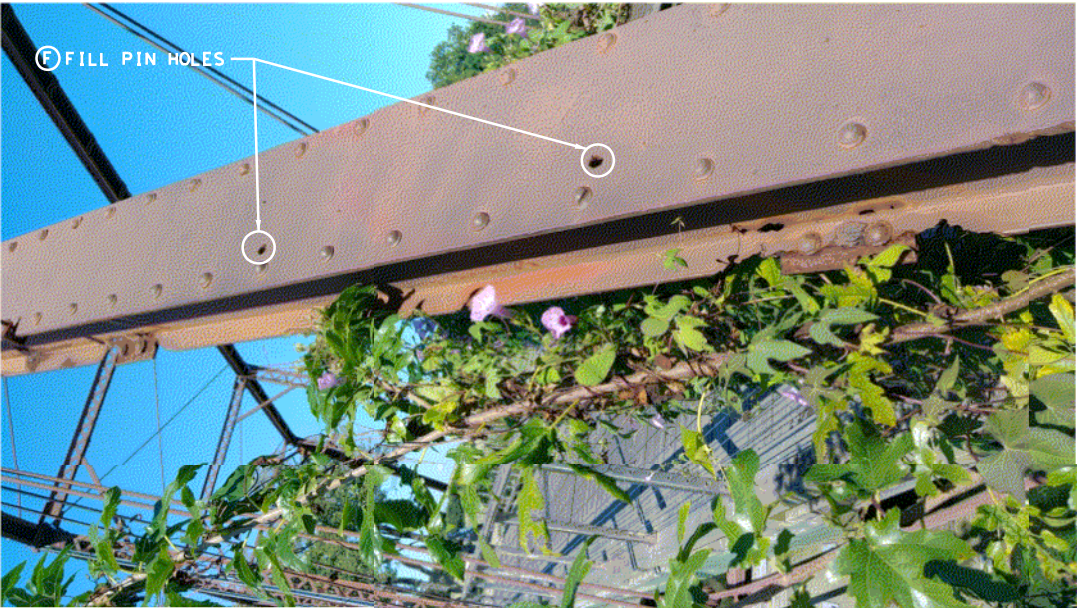
**FIELD OBSERVATIONS
(RIGHT SIDE)**

RPS Project No **007737**

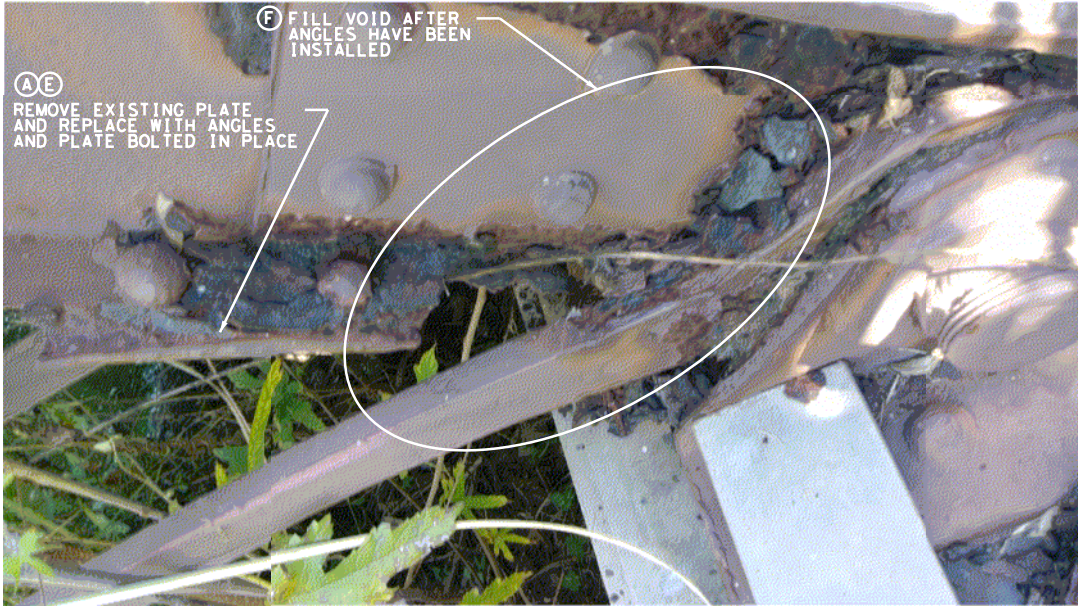
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11+13 - FILL VOIDS



11+17 - FILL VOIDS



11+21 - REPAIR SECTION LOSS AT BEARING



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 - Ⓕ FILL VOID

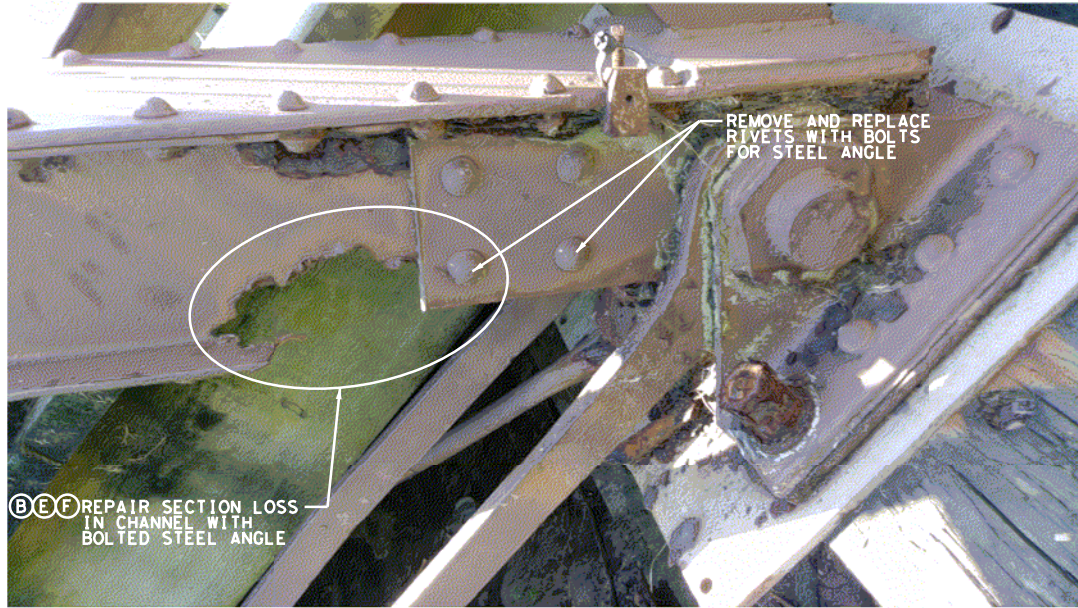
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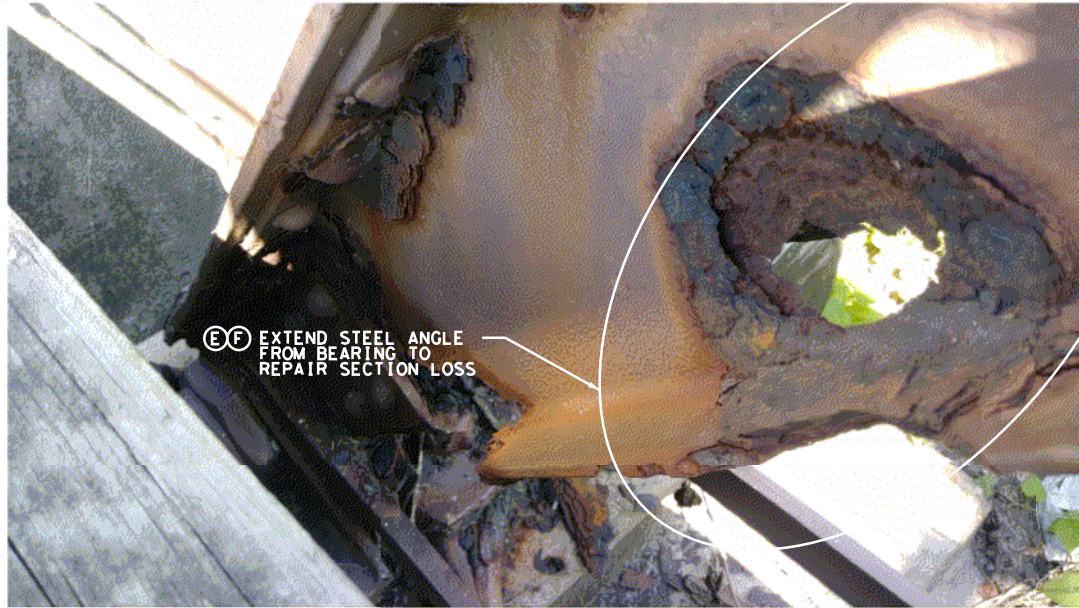
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FIELD OBSERVATIONS
(RIGHT SIDE)

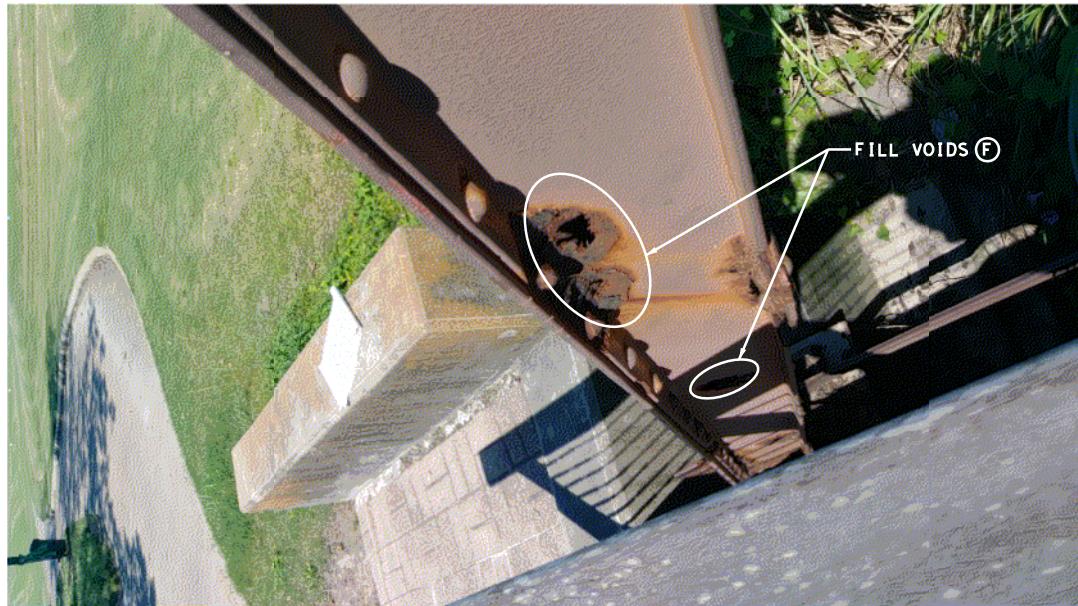
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10+21 - REPAIR SECTION LOSS AT BEARING (OUTSIDE CHANNEL)



10+21 - REPAIR SECTION LOSS AT BEARING (INSIDE CHANNEL)



10+25 - FILL VOIDS (PIC 1)



10+25 - FILL VOIDS (PIC 2)



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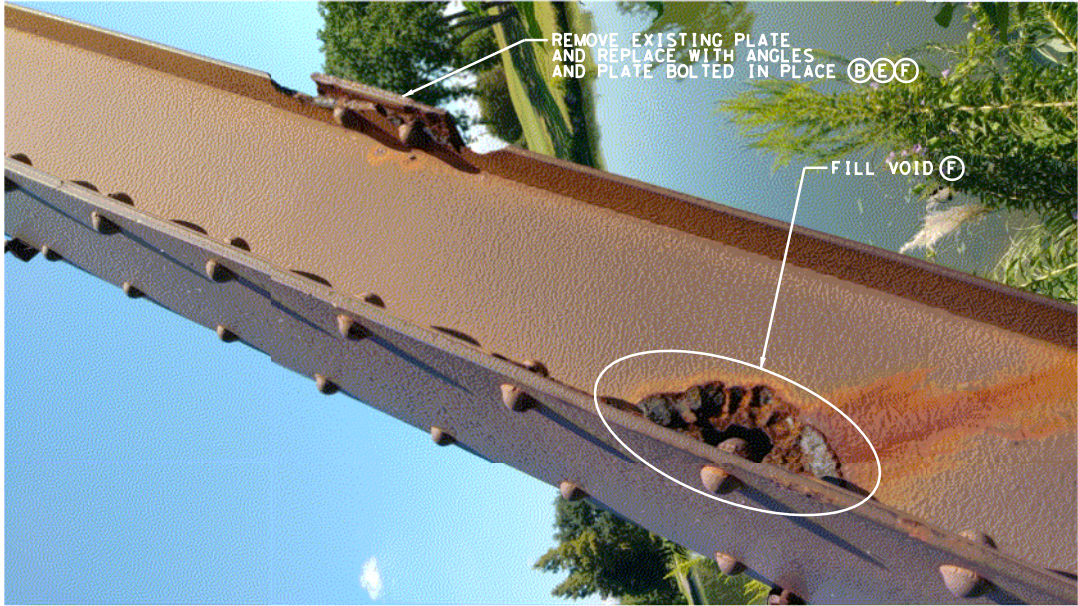
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FIELD OBSERVATIONS
(LEFT SIDE)

RPS Project No 007737			
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DWG No	13	Sheet	6 Of 11



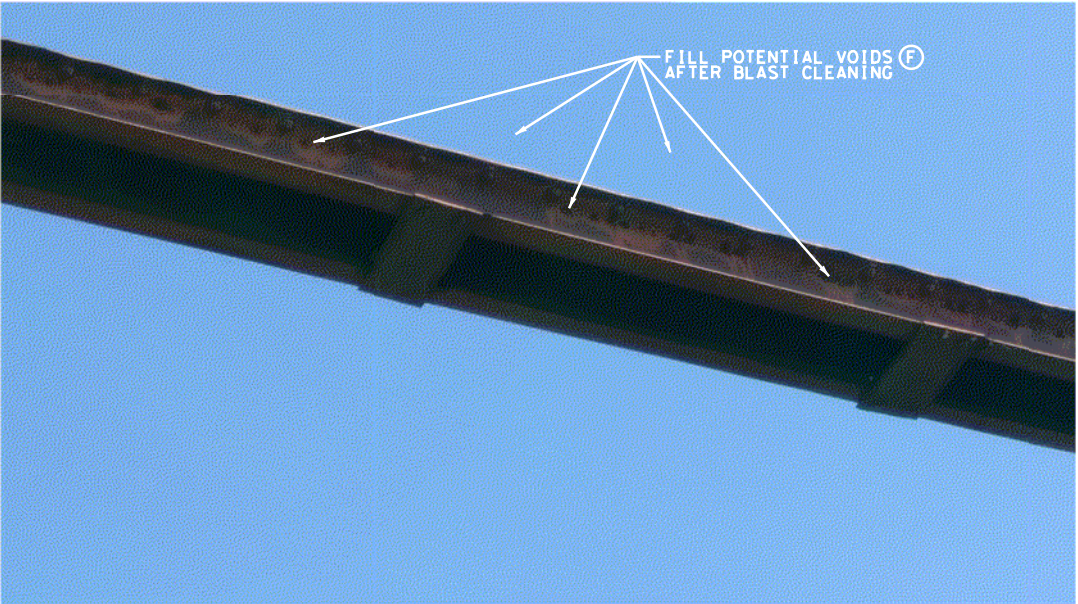
10+25 - REPAIR SECTION LOSS/VOIDS (PIC 3)



10+39 - REPLACE ANGLES IN DECORATIVE LATTICE



10+41 - FILL VOID



SPAN 2 - FILL VOID(S)



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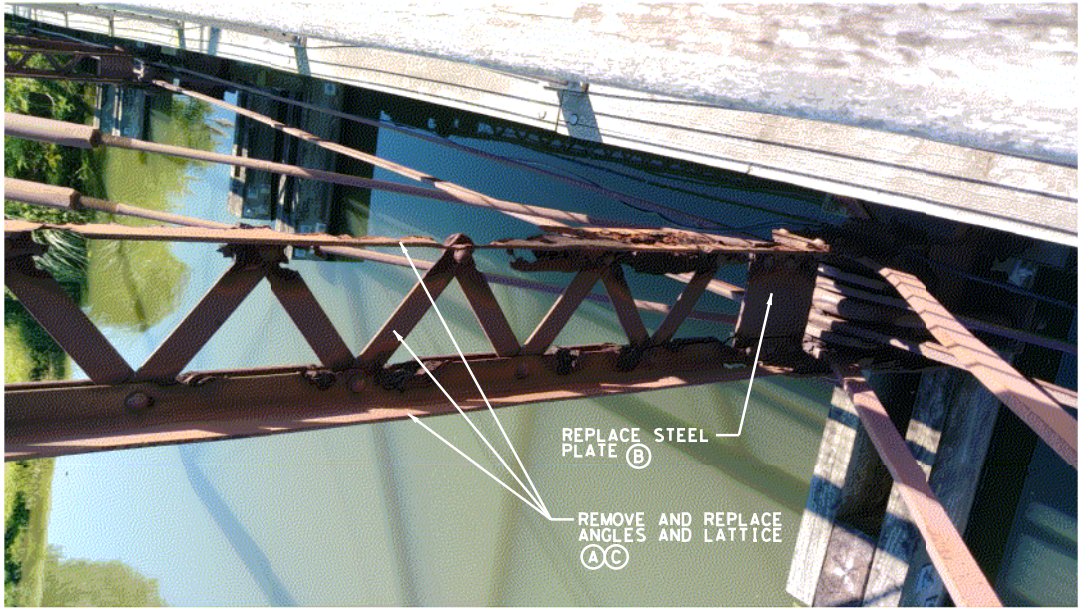
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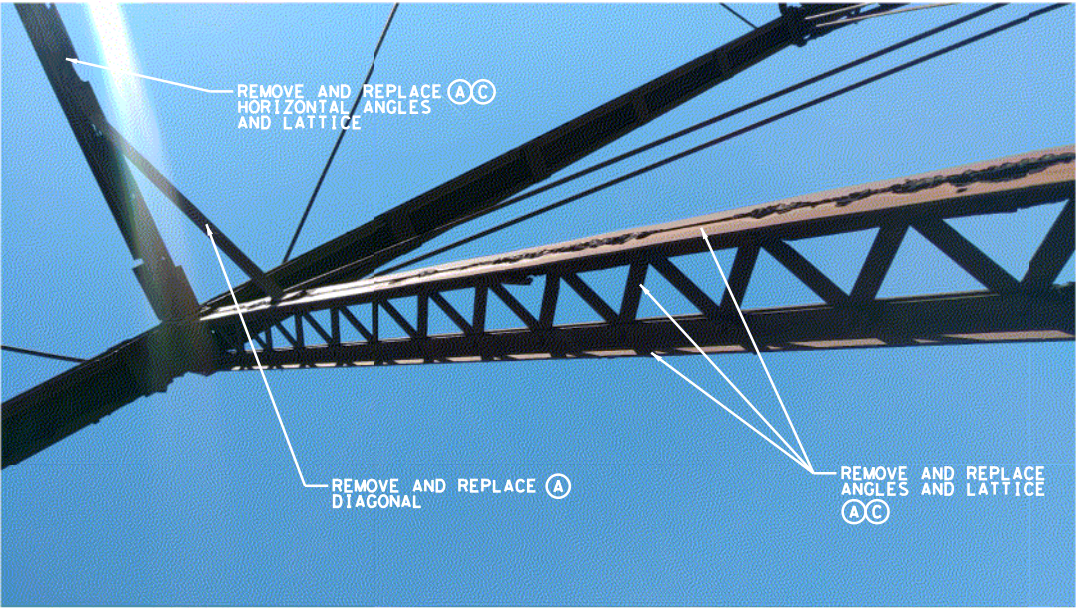
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FIELD OBSERVATIONS
(LEFT SIDE)

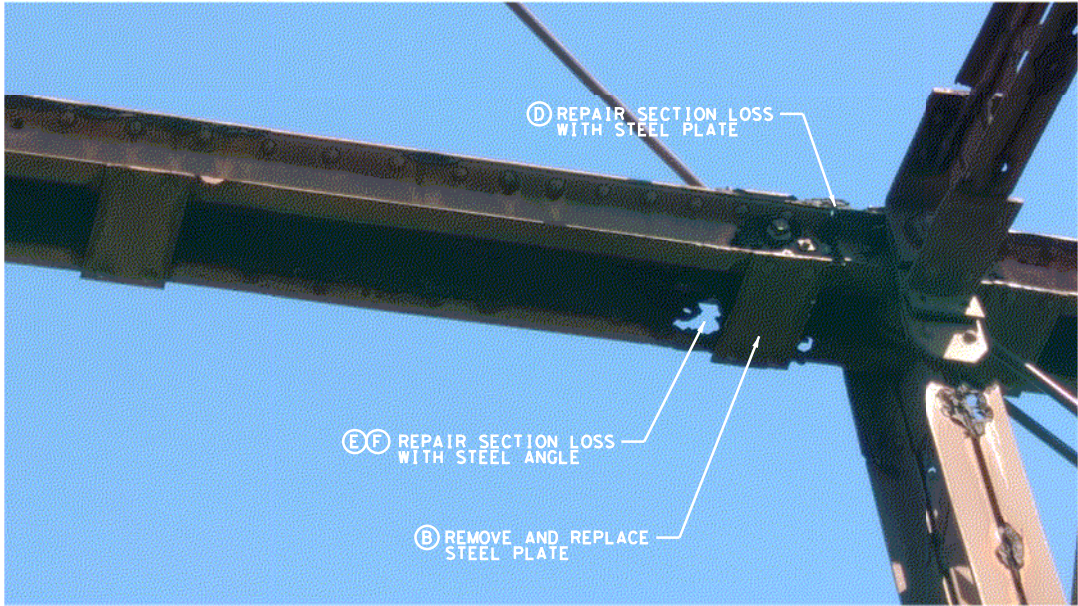
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Drawn By	FC	Checked By	JMG
Scale	AS SHOWN	Date	OCT. 2018
DWG No	14	Sheet	7 Of 11



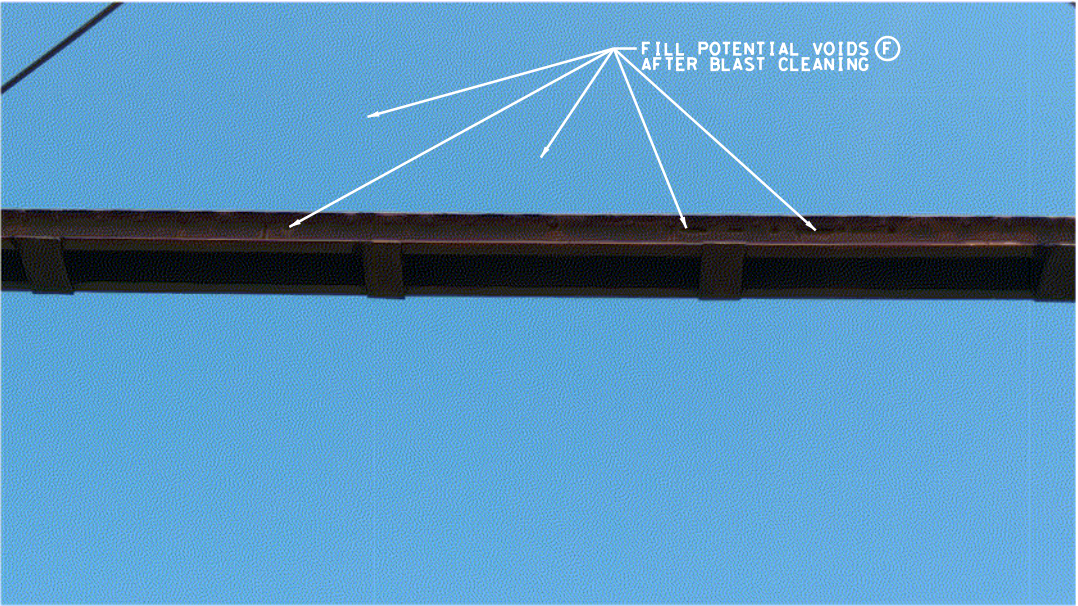
10+58 - REPLACE VERTICAL ANGLES/LATTICE (BOTT)



10+58 - REPLACE VERTICAL ANGLES/LATTICE (TOP)



10+58 - REPAIR SECTION LOSS



SPAN 3 - FILL VOIDS



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HISTORIC BRIDGE REPAIR
ON BATTLEGROUND GOLF COURSE

CITY OF
DEER PARK

NOTES:

1. REFER TO AS-BUILT PLANS FOR EXISTING TRUSS DETAILS.
2. REFER TO REPAIR DETAILS SHEETS FOR GENERAL REPAIRS.
3. REPAIR AREAS IDENTIFIED ON THESE SHEETS ARE CONSIDERED TYPICAL, AND THE CONTRACTOR WILL BE RESPONSIBLE TO REPAIR AREAS NOT SPECIFICALLY IDENTIFIED.

LEGEND:

- (A) REPLACE ANGLES
- (B) REPLACE PLATE
- (C) REPLACE LATTICE
- (D) REPAIR SECTION LOSS WITH STEEL PLATE
- (E) REPAIR SECTION LOSS WITH STEEL ANGLE
- (F) FILL VOID

N. T. S.

REV	DESCRIPTION	BY	DATE

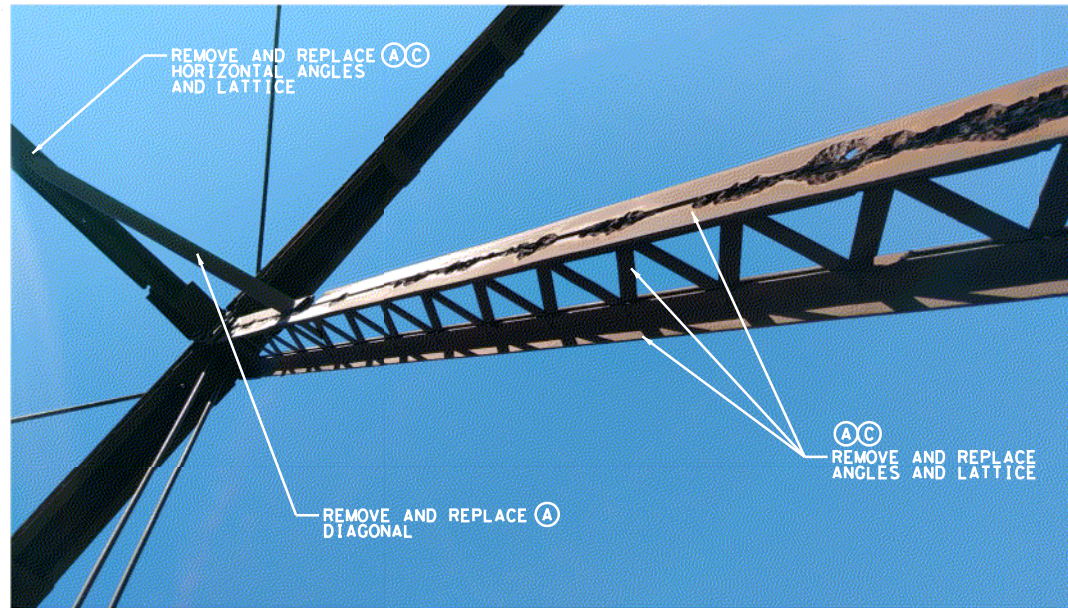
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FIELD OBSERVATIONS
(LEFT SIDE)

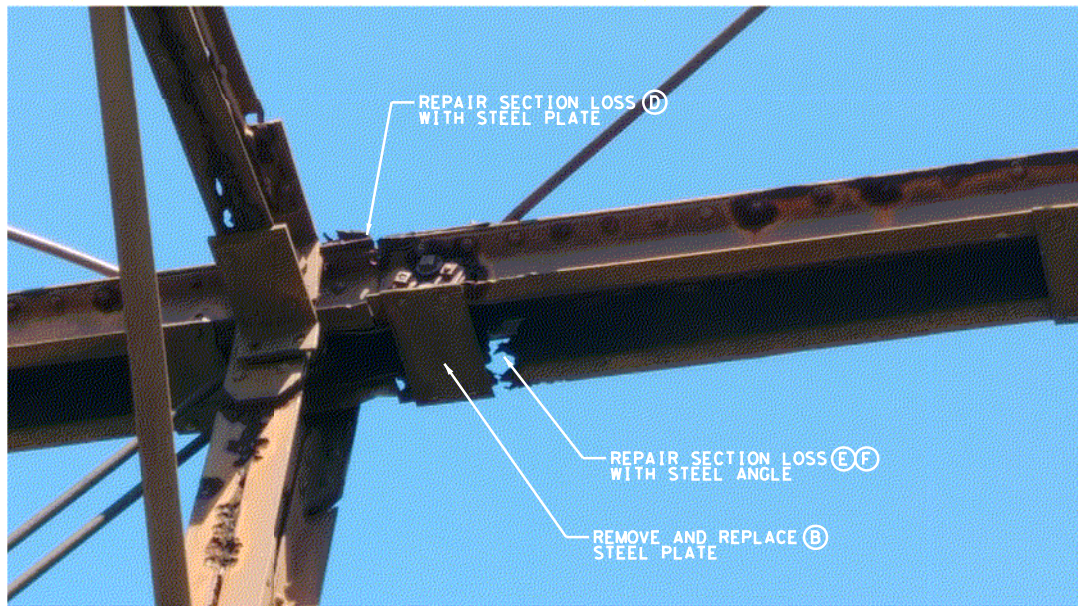
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Scale	AS SHOWN	Date	OCT. 2018
DWG No	15	Sheet	8 Of 11



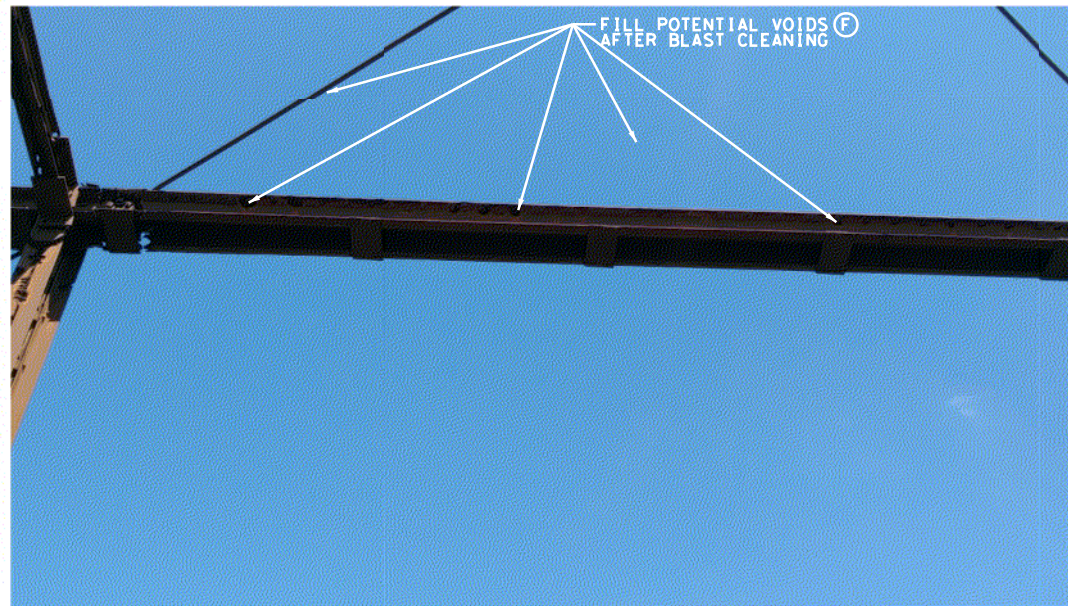
10+76 - REPLACE VERTICAL ANGLES/LATTICE (BOTT)



10+76 - REPLACE VERTICAL ANGLES/LATTICE (TOP)



10+76 - REPAIR SECTION LOSS



SPAN 4 - FILL VOIDS

**HISTORIC BRIDGE REPAIR
ON BATTLEGROUND GOLF COURSE**

**CITY OF
DEER PARK**

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LEGEND:

- (A) REPLACE ANGLES
- (B) REPLACE PLATE
- (C) REPLACE LATTICE
- (D) REPAIR SECTION LOSS WITH STEEL PLATE
- (E) REPAIR SECTION LOSS WITH STEEL ANGLE
- (F) FILL VOID

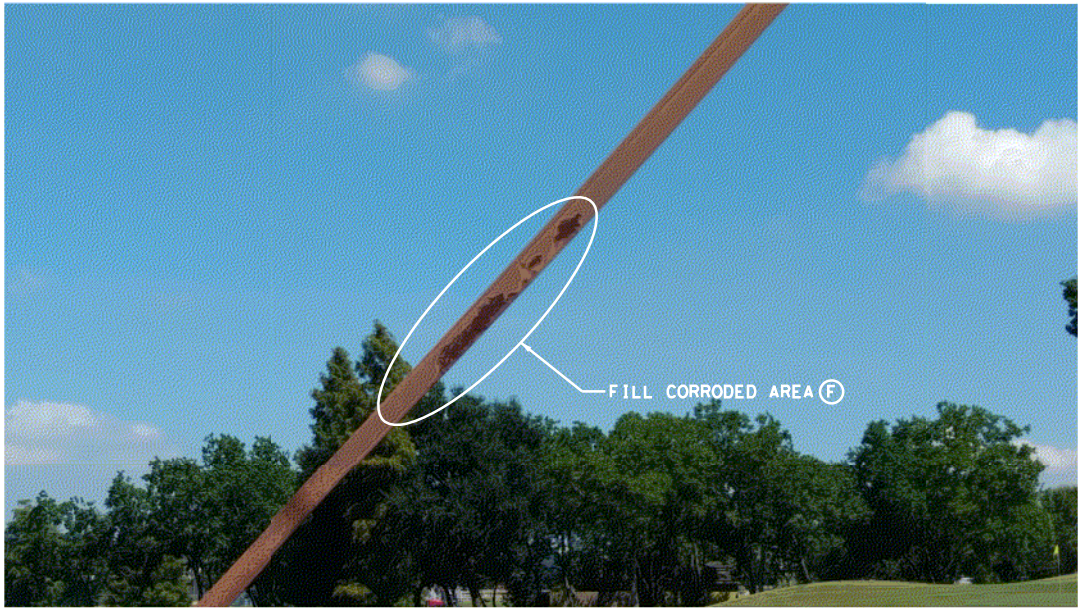
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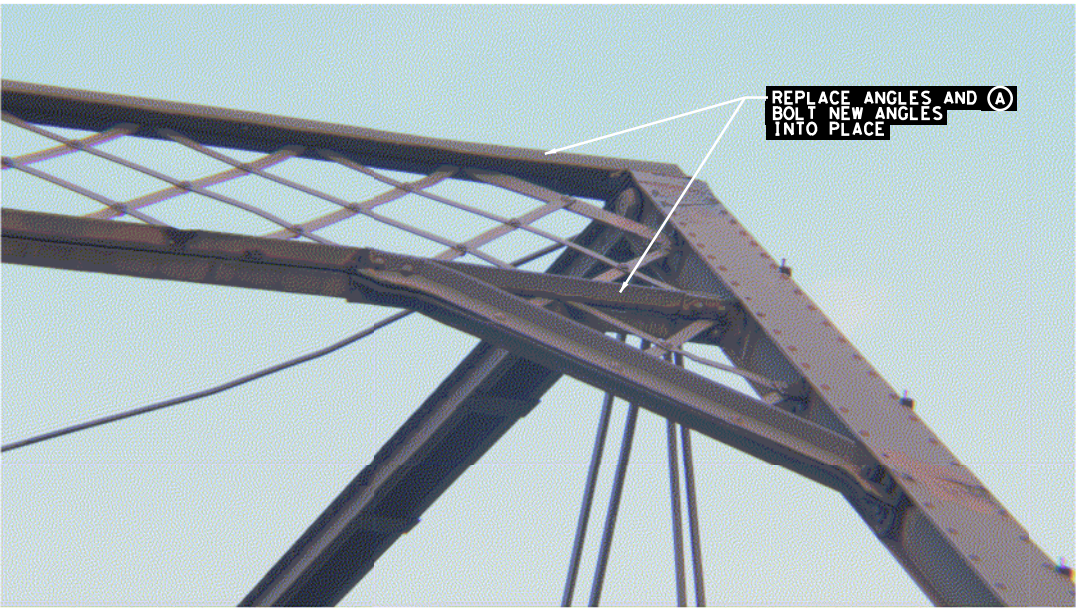
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**FIELD OBSERVATIONS
(LEFT SIDE)**

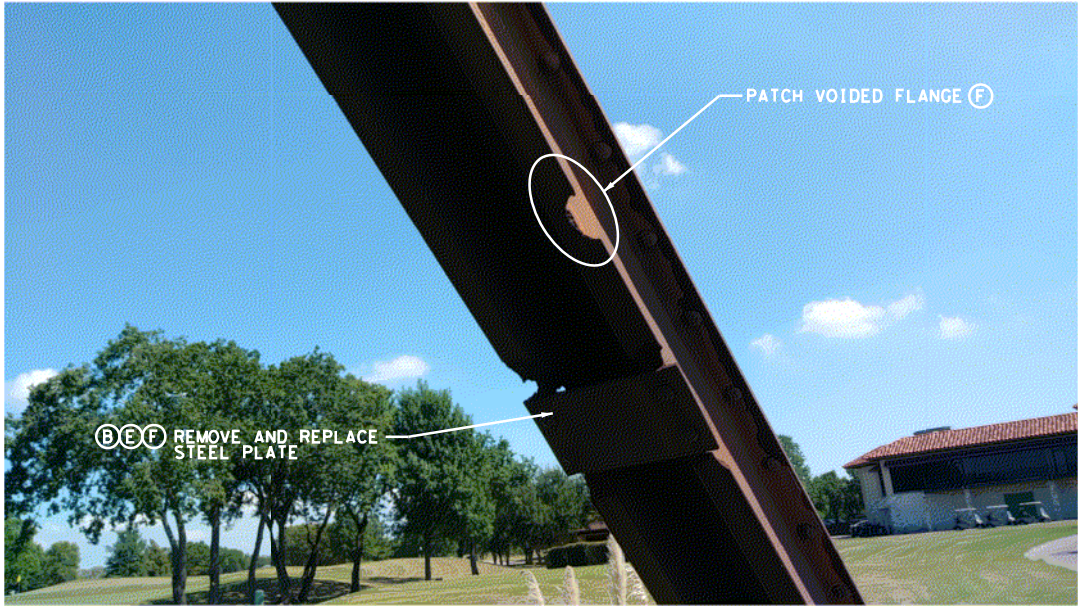
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Scale	AS SHOWN	Date	OCT. 2018
DWG No	16	Sheet	9 Of 11



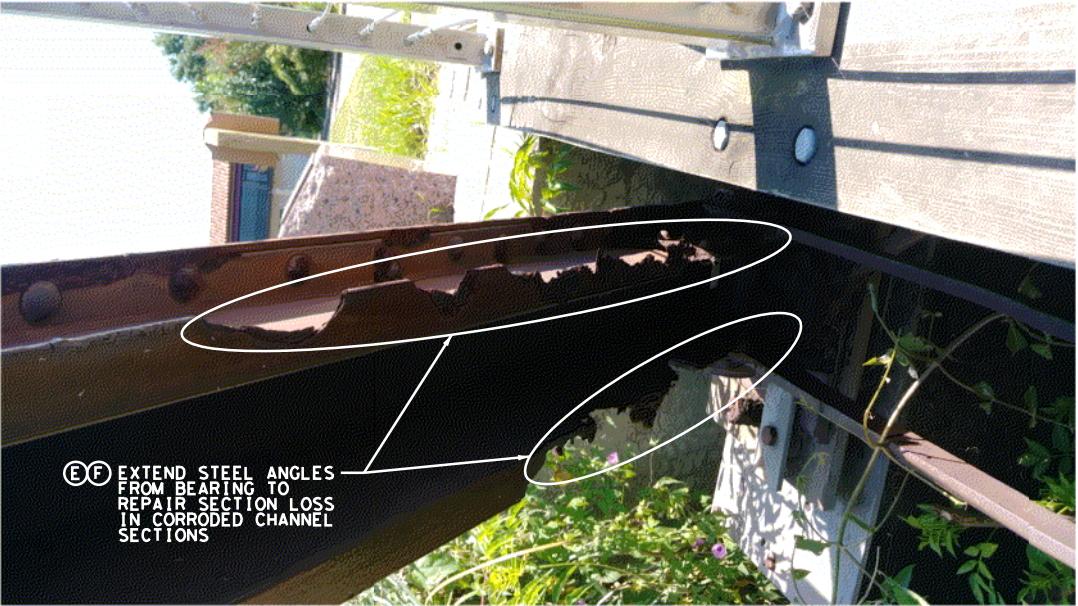
10+84 - FILL VOID



10+94 - REPLACE ANGLES IN DECORATIVE LATTICE



11+04 - FILL VOID



11+21 - REPAIR SECTION LOSS



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HISTORIC BRIDGE REPAIR
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CITY OF
DEER PARK

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LEGEND:

- (A) REPLACE ANGLES
- (B) REPLACE PLATE
- (C) REPLACE LATTICE
- (D) REPAIR SECTION LOSS WITH STEEL PLATE
- (E) REPAIR SECTION LOSS WITH STEEL ANGLE
- (F) FILL VOID

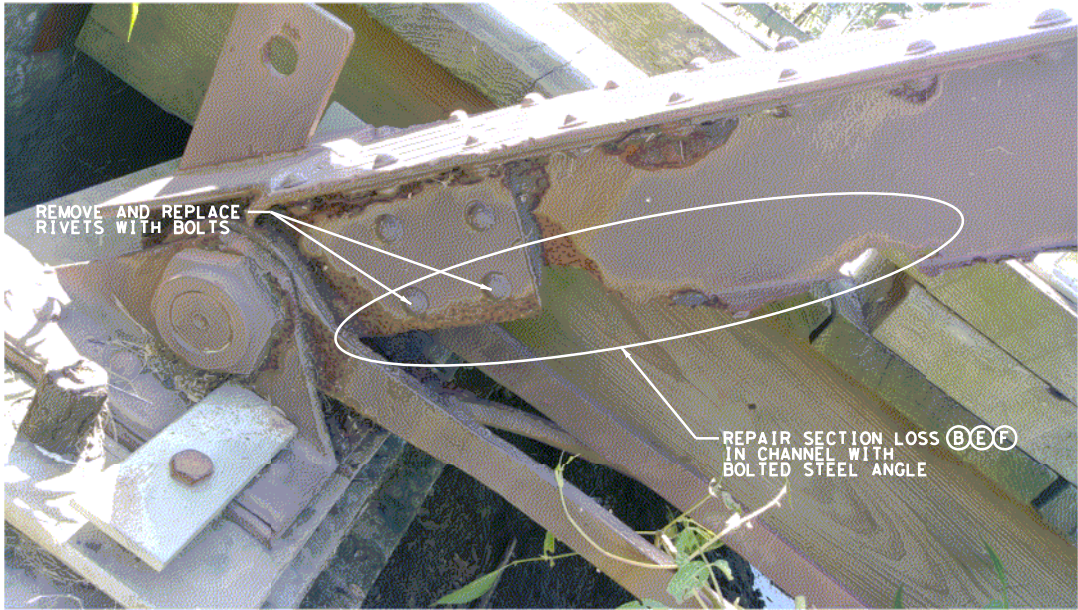
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REV	DESCRIPTION	BY	DATE

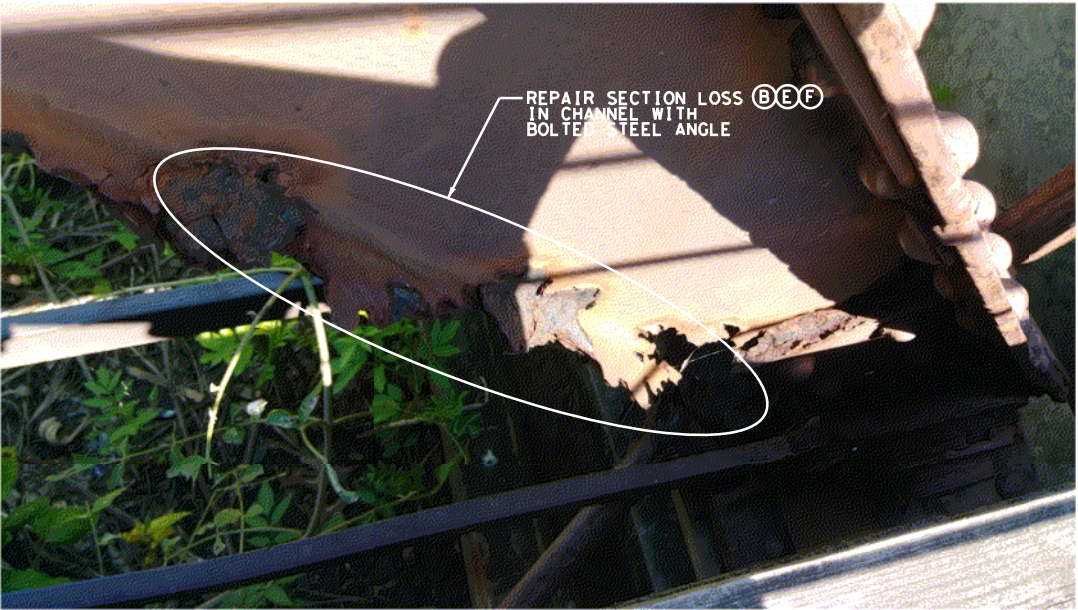
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FIELD OBSERVATIONS
(LEFT SIDE)

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11+21 - REPAIR SECTION LOSS (OUTSIDE CHANNEL)



11+21 - REPAIR SECTION LOSS (INSIDE CHANNEL)

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HISTORIC BRIDGE REPAIR

ON BATTLEGROUND GOLF COURSE

CITY OF

DEER PARK

NOTES:

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LEGEND:

(A) REPLACE ANGLES

(B) REPLACE PLATE

(C) REPLACE LATTICE

(D) REPAIR SECTION LOSS WITH STEEL PLATE

(E) REPAIR SECTION LOSS WITH STEEL ANGLE

(F) FILL VOID

N. T. S.

REV	DESCRIPTION	BY	DATE

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ENGR. REG. No.: 116876
DATE: OCTOBER 2018

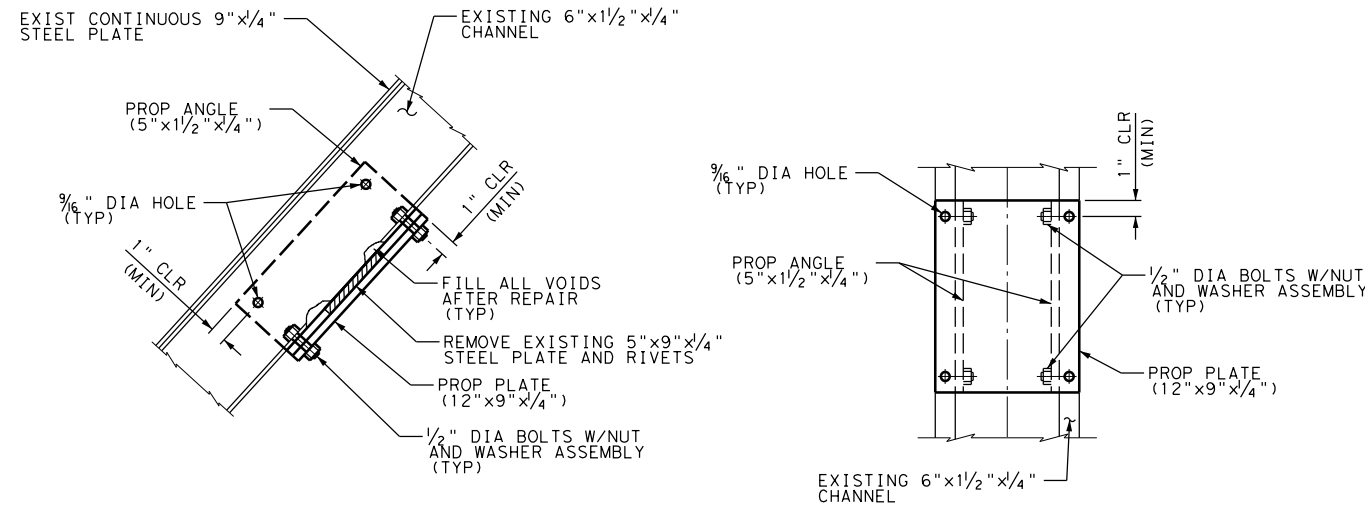
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(LEFT SIDE)

RPS Project No007737

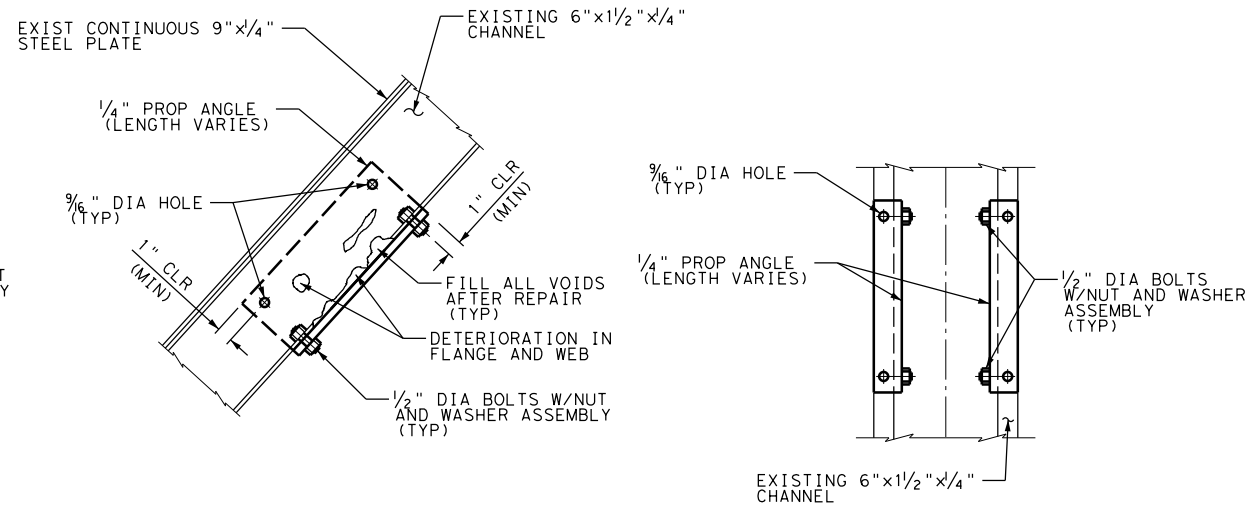
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ScaleAS SHOWN	DateOCT. 2018
DWG No18	Sheet11 Of11

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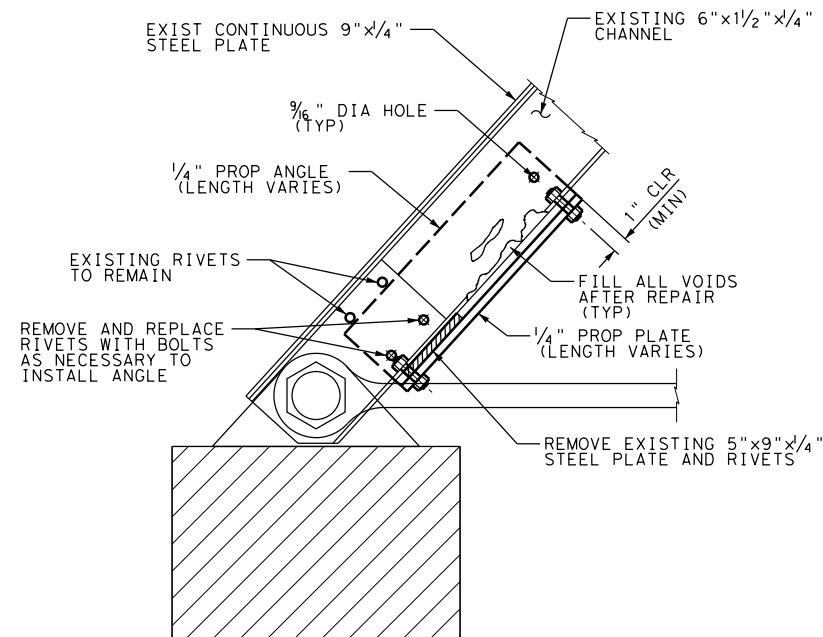
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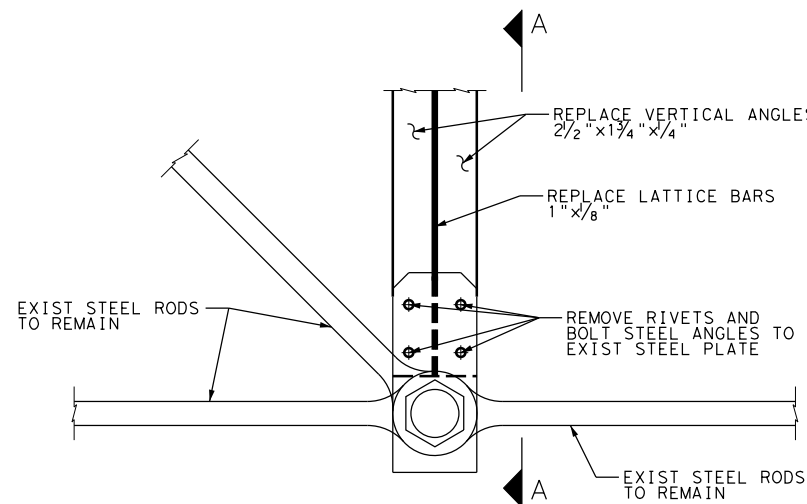
REPLACE PLATE (B)(E)(F)



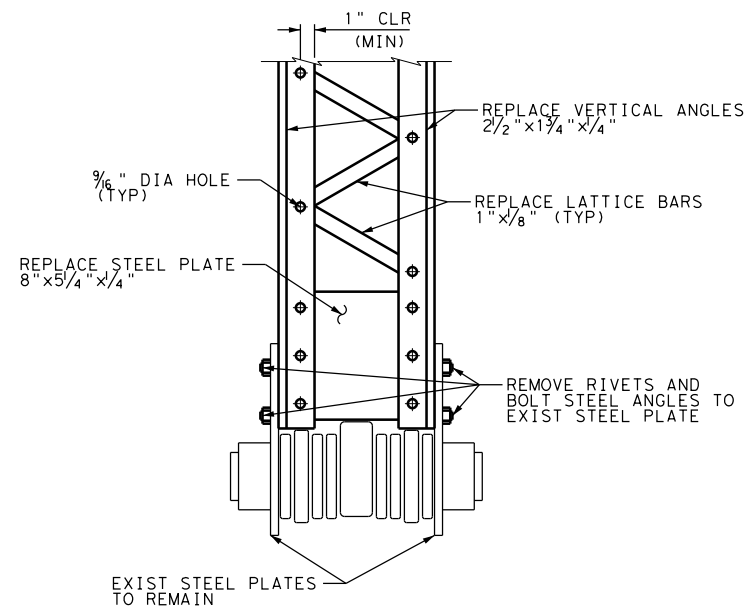
REPAIR SECTION LOSS USING ANGLES (E)(F)



REPAIR SECTION LOSS AT BEARING LOCATIONS (B)(E)(F)



REPLACE VERTICAL ANGLES/LATTICE (BOTT) (A)(C)



SECTION A-A (A)(B)(C)

HISTORIC BRIDGE REPAIR
ON BATTLEGROUND GOLF COURSE

CITY OF
DEER PARK

- NOTES:
1. REFER TO AS-BUILT PLANS FOR EXISTING TRUSS DETAILS.
 2. ALL NEW STEEL MEMBERS WILL BE BOLTED IN PLACE PER TXDOT ITEM 447, STRUCTURAL BOLTING.
 3. ALL STEEL PLATES, ANGLES, BOLTS, ETC. WILL CONFORM TO TXDOT ITEM 442, METAL FOR STRUCTURES.
 4. ALL STEEL WILL BE HOT DIPPED GALVANIZED AND PAINTED TO MATCH THE EXISTING TRUSS STRUCTURE AS CLOSELY AS POSSIBLE IN ACCORDANCE TO TXDOT ITEM 445, GALVANIZING.
 5. FILL VOIDS PER REPAIR DETAILS SHEET 4 OF 4.

LEGEND:

- (A) REPLACE ANGLES
(B) REPLACE PLATE
(C) REPLACE LATTICE
(D) REPAIR SECTION LOSS WITH STEEL PLATE
(E) REPAIR SECTION LOSS WITH STEEL ANGLE
(F) FILL VOID

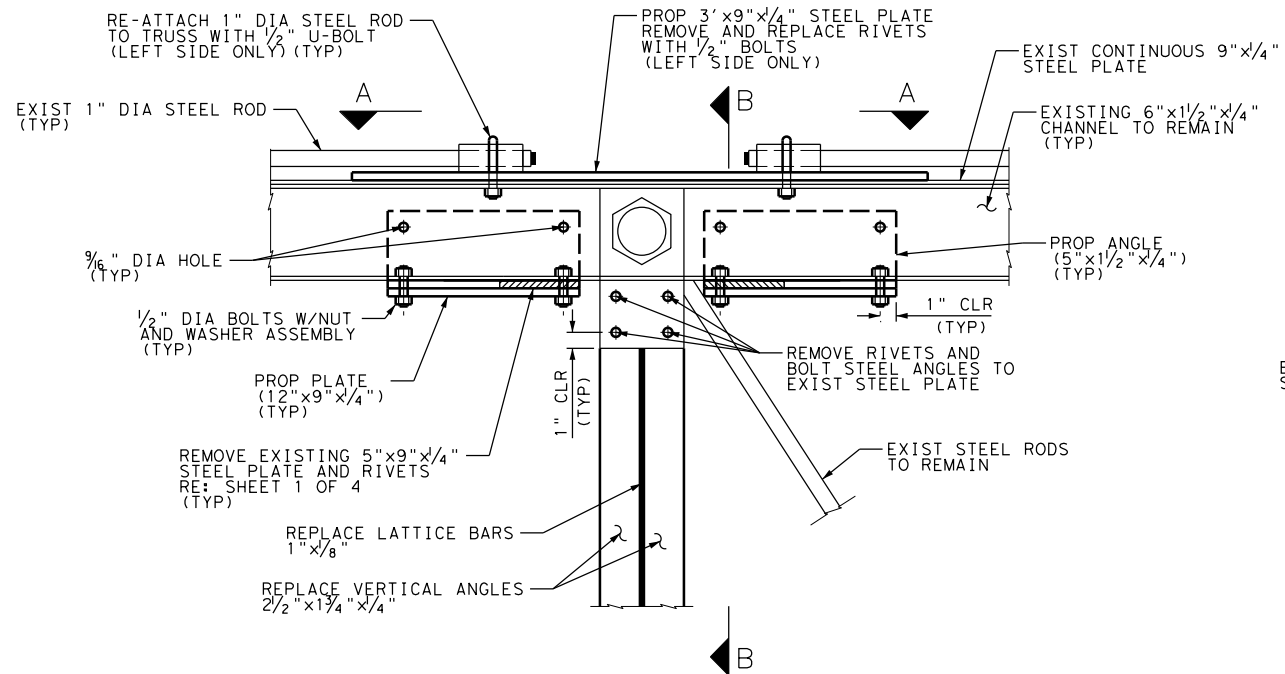
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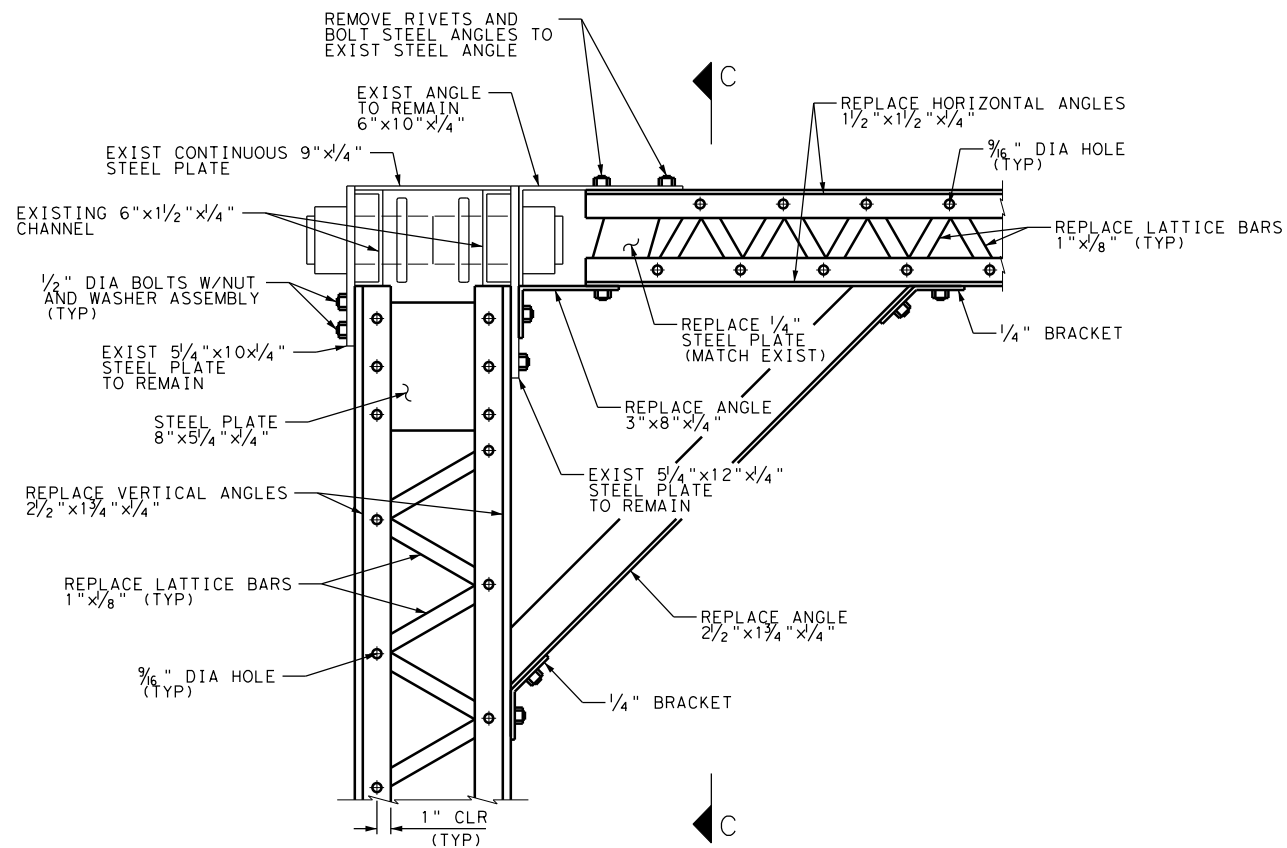
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REPAIR DETAILS

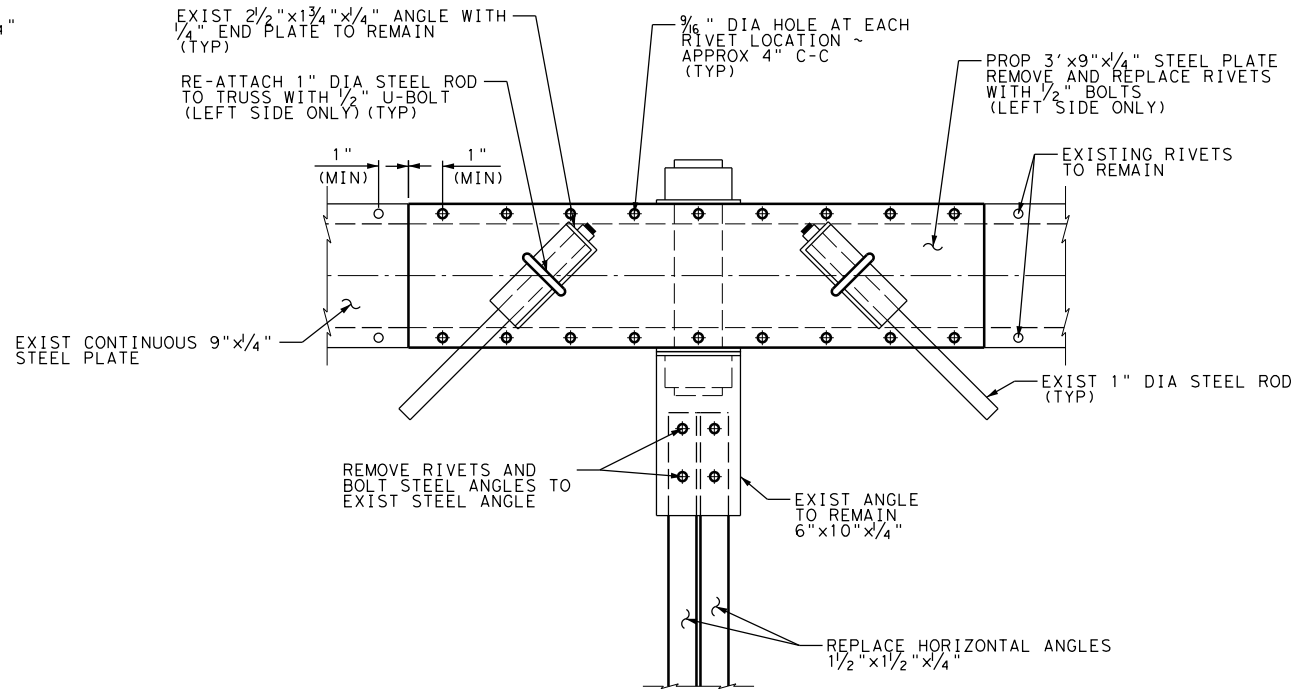
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Drawn By	FC	Checked By	JMG
Scale	AS SHOWN	Date	OCT. 2018
DWG No	19	Sheet	1 Of 4



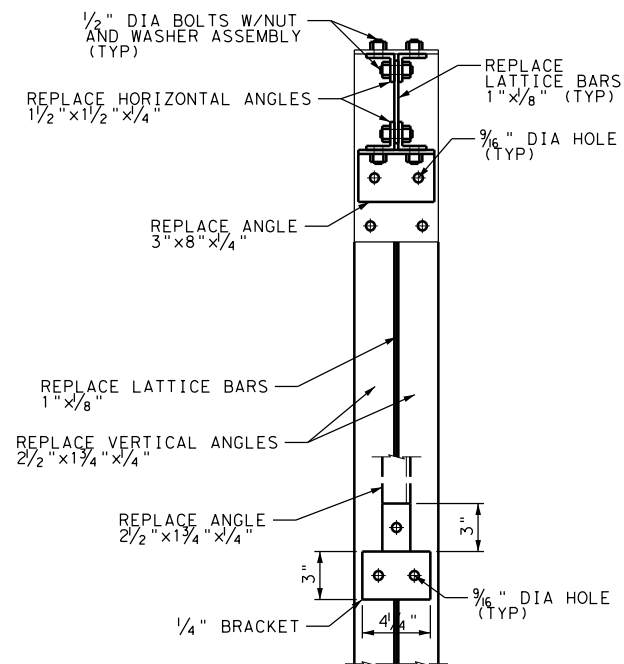
REPLACE VERTICAL ANGLES/LATTICE (TOP) (A)(D)(E)(F)



SECTION B-B (A)(B)(C)



SECTION A-A (A)(D)



SECTION C-C (A)(C)

HISTORIC BRIDGE REPAIR
ON BATTLEGROUND GOLF COURSE

CITY OF
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 5. FILL VOIDS PER REPAIR DETAILS SHEET 4 OF 4.

- LEGEND:
- (A) REPLACE ANGLES
 - (B) REPLACE PLATE
 - (C) REPLACE LATTICE
 - (D) REPAIR SECTION LOSS WITH STEEL PLATE
 - (E) REPAIR SECTION LOSS WITH STEEL ANGLE
 - (F) FILL VOID

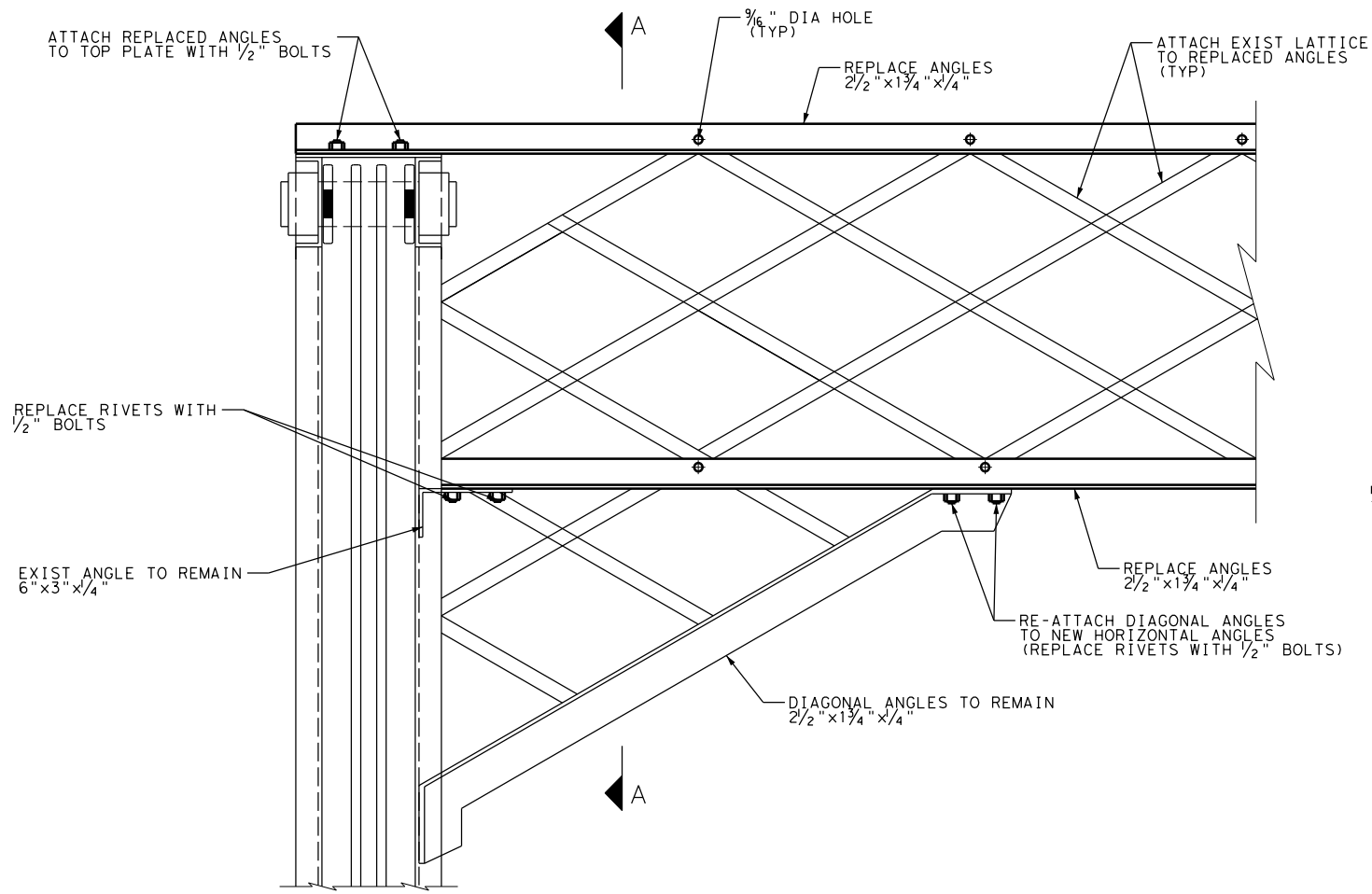
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REPAIR DETAILS

RPS Project No 007737			
Drawn By FC	Checked By JMG		
Scale AS SHOWN	Date OCT. 2018		
DWG No 20	Sheet 2	Of 4	

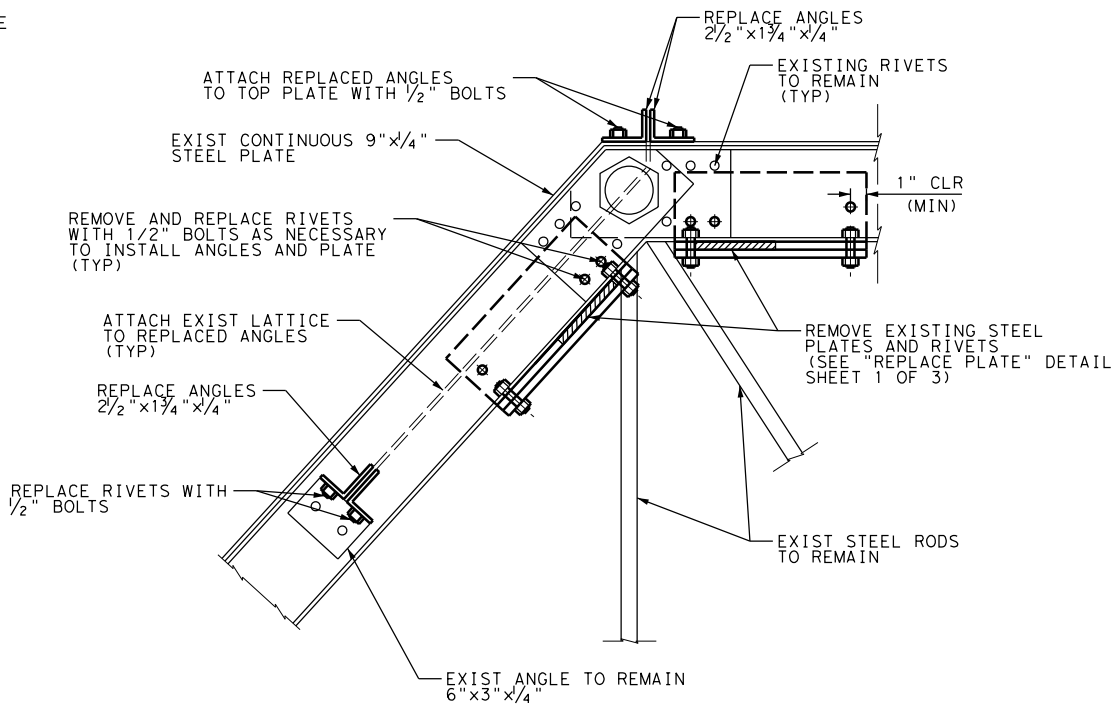
jonathan.griffin
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DECORATIVE LATTICE (BEGIN/END BRIDGE) (A)

* ESTIMATE OF STEEL QUANTITIES	
ELEMENT	WEIGHT LB
L2.5x1.75x1/4	1,118
L1.5x1.5x1/4	206
L5x1.5x1/4	575
1/4" PLATE	590
1/8" PLATE	85
TOTAL	2,575

*FOR CONTRACTOR'S INFORMATION ONLY. ESTIMATE INCLUDES STEEL REQUIRED FOR THE ENTIRE STRUCTURE.



SECTION A-A (A)(B)(E)(F)

**HISTORIC BRIDGE REPAIR
ON BATTLEGROUND GOLF COURSE**

**CITY OF
DEER PARK**

NOTES:

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4. ALL STEEL WILL BE HOT DIPPED GALVANIZED AND PAINTED TO MATCH THE EXISTING TRUSS STRUCTURE AS CLOSELY AS POSSIBLE IN ACCORDANCE TO TXDOT ITEM 445, GALVANIZING.
5. FILL VOIDS PER REPAIR DETAILS SHEET 4 OF 4.

LEGEND:

- (A) REPLACE ANGLES
- (B) REPLACE PLATE
- (C) REPLACE LATTICE
- (D) REPAIR SECTION LOSS WITH STEEL PLATE
- (E) REPAIR SECTION LOSS WITH STEEL ANGLE
- (F) FILL VOID

N. T. S.

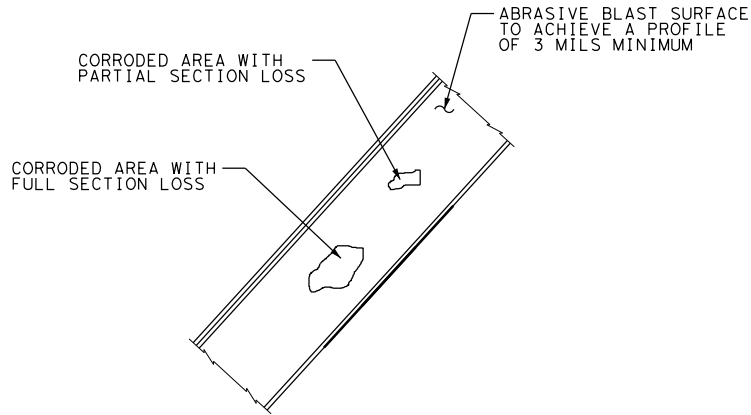
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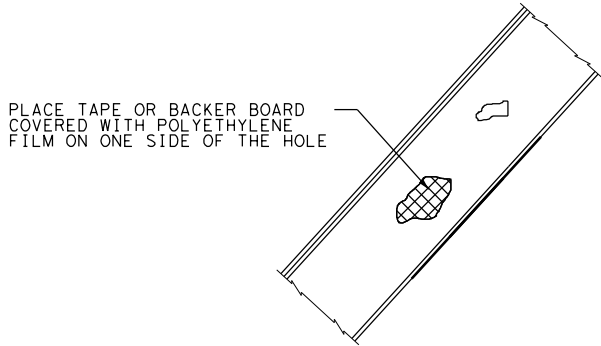
REPAIR DETAILS

RPS Project No **007737**

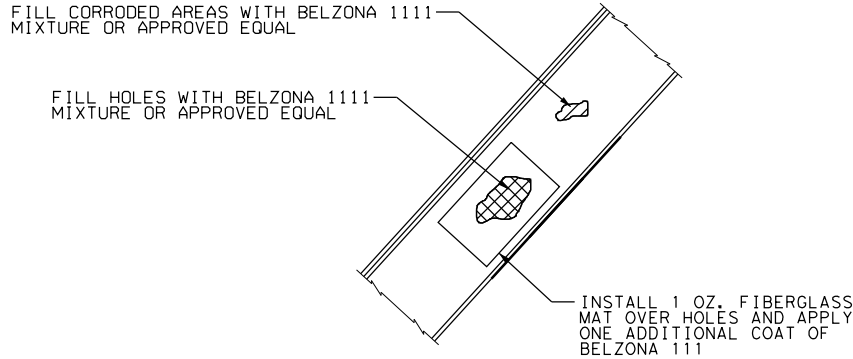
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Scale	AS SHOWN	Date	OCT. 2018
DWG No	21	Sheet	3 Of 4



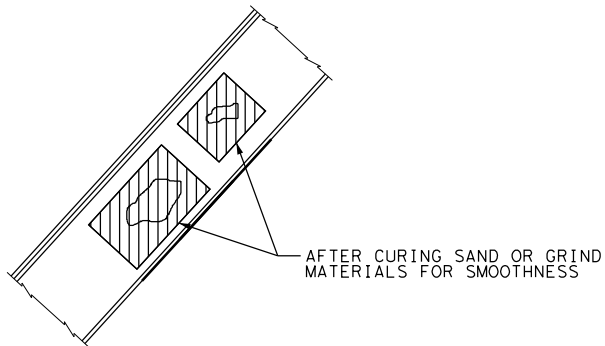
FILL VOIDS - STEP 1 (F)



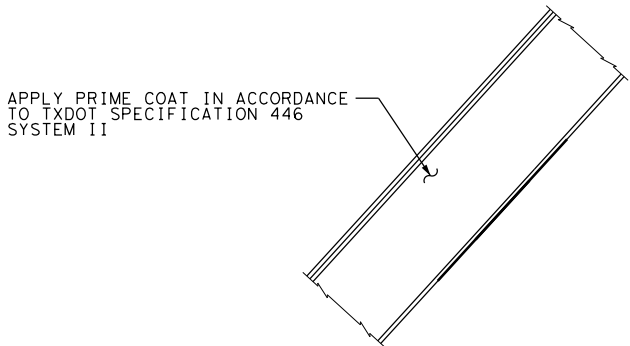
FILL VOIDS - STEP 2 (F)



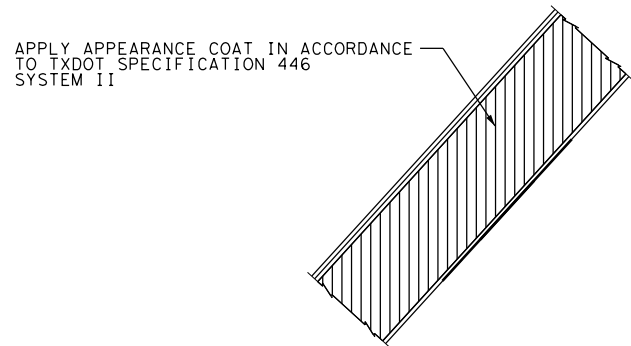
FILL VOIDS - STEP 3 (F)



FILL VOIDS - STEP 4 (F)



FILL VOIDS - STEP 5 (F)



FILL VOIDS - STEP 6 (F)

SEQUENCE OF REPAIR NOTES:

1. ABRASIVE BLAST THE ENTIRE STRUCTURE TO SSPC SP10 NEAR WHITE CONDITION. USE A SHARP BLAST MEDIA TO GET AT LEAST A 3 MIL PROFILE.
2. TO FILL HOLES, PLACE TAPE OR A BACKER BOARD COVERED WITH POLYETHYLENE FILM ON ONE SIDE OF THE HOLE.
3. MIX BELZONA 1111 PER MANUFACTURER'S RECOMMENDATIONS. TROWEL APPLY THE MIXTURE TO FILL VOIDED AREAS. FOR HOLES APPLY AN ADDITIONAL LAYER OF BELZONA 1111 OVER A 1 OZ. FIBERGLASS MAT.
4. AFTER CURING, USE THE BELZONA 1111 MIXTURE ON THE REVERSE SIDE OF THE PATCHED HOLE AS NEEDED TO CREATE A SMOOTH FINISH.
5. SAND THE MATERIALS AFTER CURING TO CREATE A SMOOTH FINISH.
6. REPEAT AS NECESSARY TO FILL ALL VOIDS FOUND IN THE TRUSS STRUCTURE.
7. APPLY PRIME COAT TO THE ENTIRE STRUCTURE PER TXDOT SPECIFICATION 446, PAINTING AND CLEANING EXISTING STEEL.
8. APPLY AN APPEARANCE COAT TO THE ENTIRE STRUCTURE WITH CUSTOMIZED COLOR TO MAINTAIN THE ORIGINAL COLOR. APPEARANCE COAT WILL BE IN ACCORDANCE TO TXDOT SPECIFICATION 446, PAINTING AND CLEANING EXISTING STEEL.

QUANTITY OF FILLER REQUIRED

ASSUME:
5% SECTION LOSS IN CONT. PLATE
25% SECTION LOSS IN CHANNEL

CONTINUOUS PLATE 27 LBS
CHANNEL: 265 LBS

TOTAL = 292 LBS



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HISTORIC BRIDGE REPAIR
ON BATTLEGROUND GOLF COURSE

CITY OF
DEER PARK

NOTES:

1. REFER TO AS-BUILT PLANS FOR EXISTING TRUSS DETAILS.
2. ALL FOUND VOIDS WILL BE FILLED AFTER STEEL MEMBERS HAVE BEEN PLACED.
3. MATERIAL TO FILL VOIDS WILL BE BELZONA 1111, OR APPROVED EQUAL.
4. ABRASIVE BLASTING, PAINTING, SANDING, ETC. WILL CONFORM TO TXDOT ITEM 446, FIELD CLEANING AND PAINTING STEEL.

LEGEND:

- (A) REPLACE ANGLES
- (B) REPLACE PLATE
- (C) REPLACE LATTICE
- (D) REPAIR SECTION LOSS WITH STEEL PLATE
- (E) REPAIR SECTION LOSS WITH STEEL ANGLE
- (F) FILL VOID

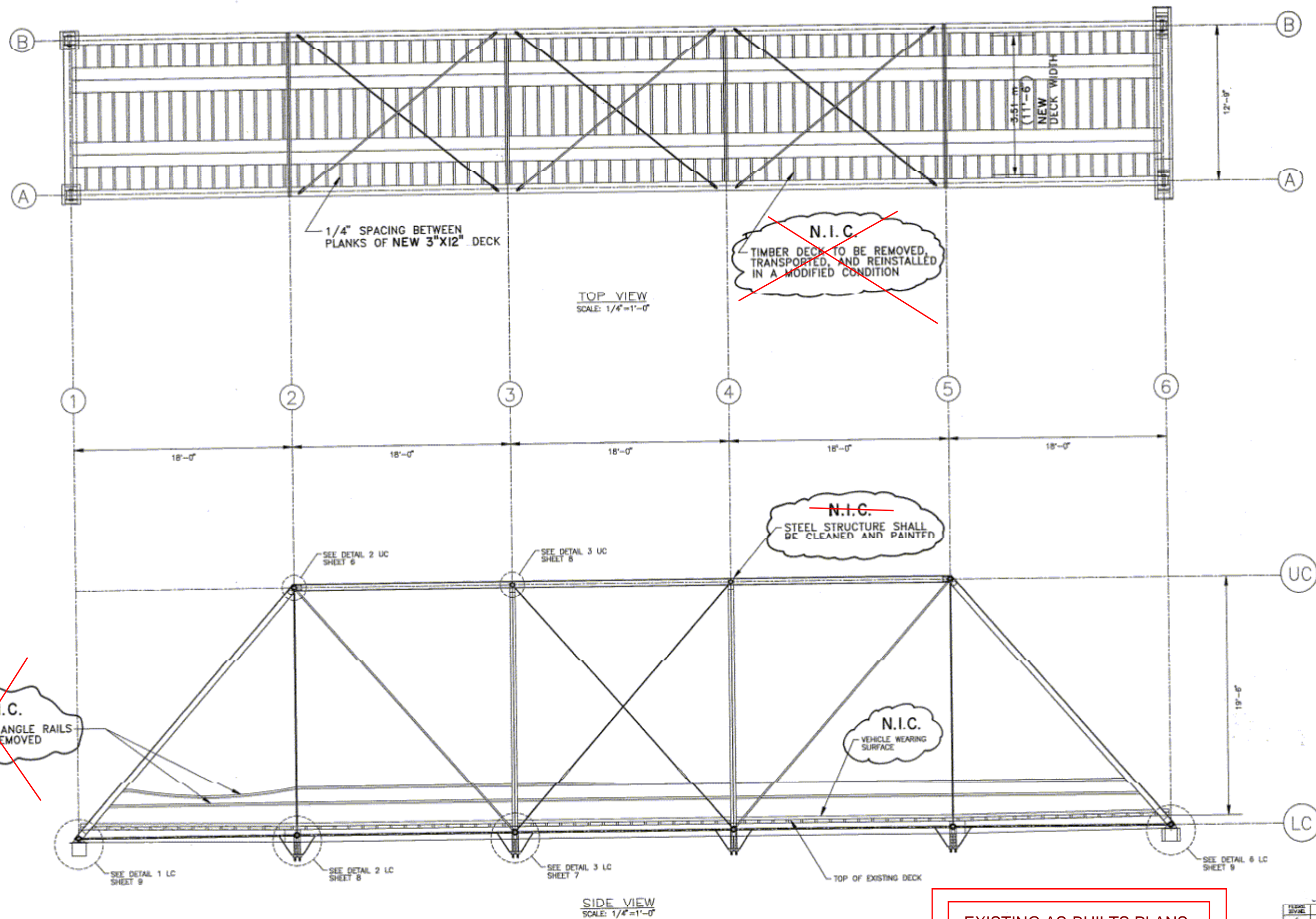
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REV	DESCRIPTION	BY	DATE

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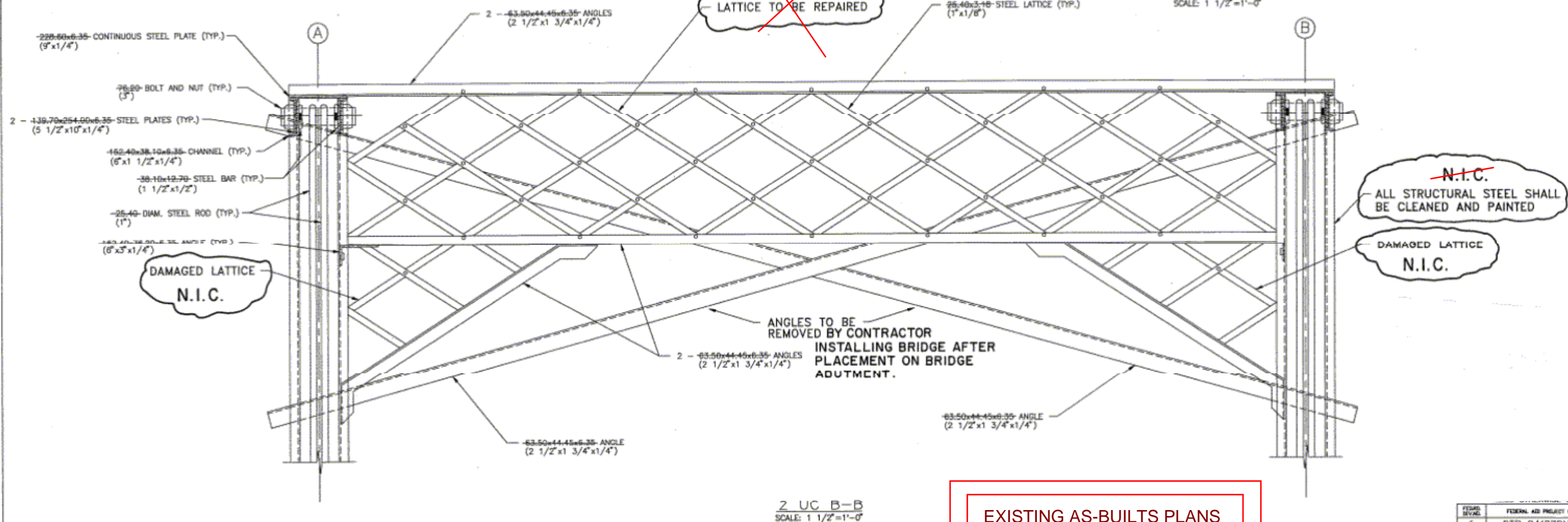
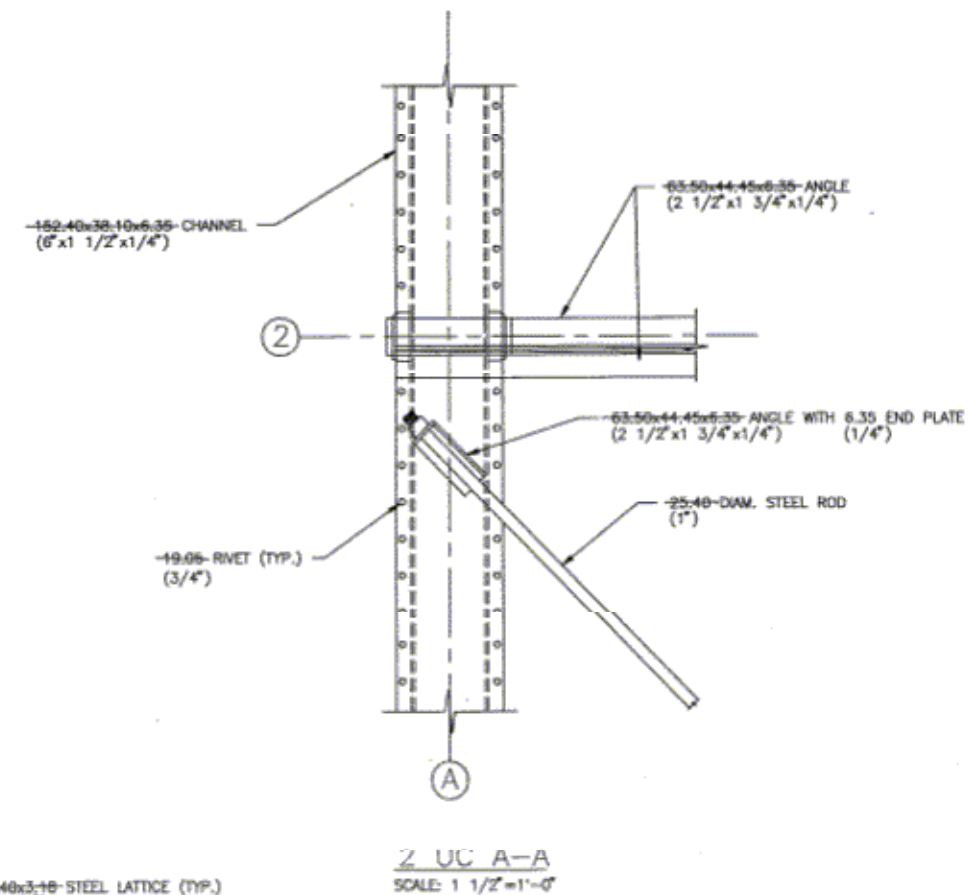
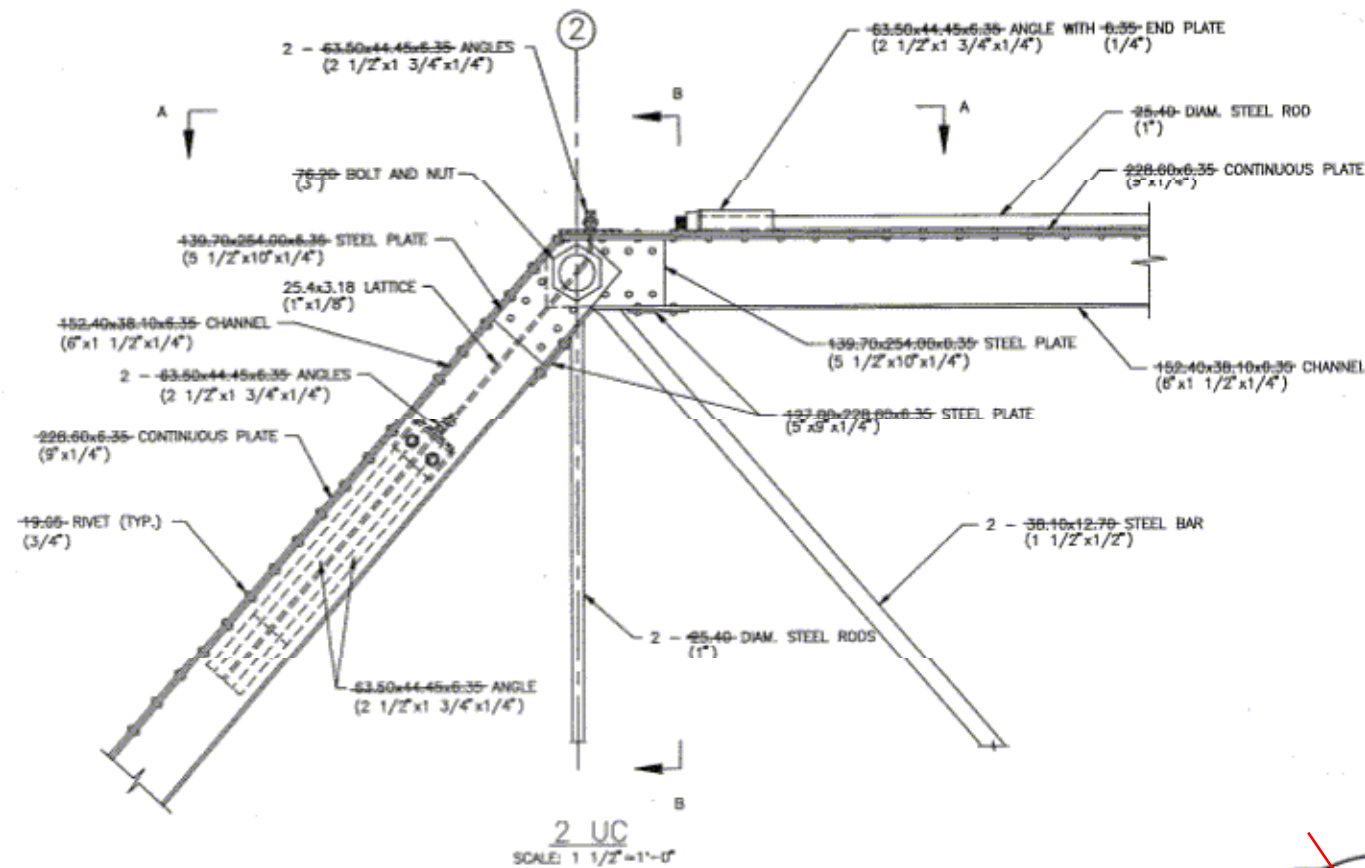
REPAIR DETAILS

RPS Project No 007737			
Drawn By FC	Checked By JMG		
Scale AS SHOWN	Date OCT. 2018		
DWG No 22	Sheet 4	Of 4	



EXISTING AS-BUILT PLANS
FOR REFERENCE ONLY

FEDERAL AID PROJECT NO.	STP 94(27B)TE ?	11
STATE	TEXAS	12
COUNTY	HARRIS	
SECTION	71	438
ROUTE NO.	VA	



EXISTING AS-BUILTS PLANS
FOR REFERENCE ONLY

FEDERAL ROAD DISTRICT	FEDERAL AID PROJECT NO.	SHEET NO.
6	STP 94(278)TE	12
STATE	COUNTY	
TEXAS	HARRIS	
CONTRACT NO.	SECTION NO.	SECTION NO.
0912	71	438

~~76-20x304-80 TIMBER VEHICLE WEARING SURFACE
(3"x12") TO BE REMOVED - NOT TO BE
REPLACED.~~

~~PROP NEW~~
~~76.20x304.80~~ TIMBER DECK
~~(3'x12") TO BE~~
~~INSTALLED~~

2 - 38-10x12-70 STEEL BARS
 (1 1/2" x 1/2")

76-20 (3') BOLT AND NUT

2 - 38-10x12-70 STEEL BARS
 (1 1/2" x 1/2")

25-40 DIAM. STEEL ROD
 (1")

98-10x58-10x6-35 ANGLE
 (1 1/2" x 1 1/2" x 1/4")

266-70x133-35x12-70 STL
 PLATE
 (10 1/2" x 5 1/4" x 1/2")

38-10 NUT
 (1 1/2")

38-10 DIAM. "U" BOLT
 (1 1/2")

304-80x50-80x6-35 CHANNEL
 (12' x 2' x 1/4")

76-20x304-80 TIMBER STRINGER
 (2" x 12")

25-40 DIAM. STEEL ROD
 (1")

SEE DETAIL 2 LC A-A
 FOR DIMENSIONS

2 LC
 SCALE: 1 1/2" = 1'-0"

CONTINUOUS STEEL PLATE
(9'x1/4")

63-50-14-15-6-35 ANGLE WITH 6-35 END PLATE
(2 1/2'x1 3/4'x1/4") (1/4")

25-40 DIAM. STEEL ROD
(1")

127-00-228-50-6-35 STEEL PLATE
(5'x5'x1/4")

63-50-14-15-6-35 ANGLE WITH 6-35 END PLATE
(2 1/2'x1 3/4'x1/4") (1/4")

25-40 DIAM. STEEL ROD
(1")

152-40-35-18-6-35 CHANNEL
(6'x1 1/2'x1/4")

427-00-228-50-6-35 STEEL PLATE
(5'x5'x1/4")

2 - 40-05 DIAM. STEEL RODS
(3/4")

N.I.C.
3 UC
SCALE: 1 1/2"=1'-0"

ALL STRUCTURE CLEANED

N.I.C.
3 UC
SCALE: 1 1/2"=1'-0"

N.I.C.
ALL STRUCTURAL STEEL SHALL BE
CLEANED AND PAINTED

3 UC A-A
SCALE: 1 1/2"=1'-0"

EXISTING AS-BUILTS PLANS
FOR REFERENCE ONLY

~~PROP. NEW~~
76-20x30x00 TIMBER DECK
(3'x12')

~~PROP. NEW~~
76-50x30x00 TIMBER STRINGER
(3'x12')

50-10x25x10x5/16 ANGLE
(1 1/2" x 1" x 1/4")

50x50x50x5/16 CHANNEL
(12" x 2" x 1/4")

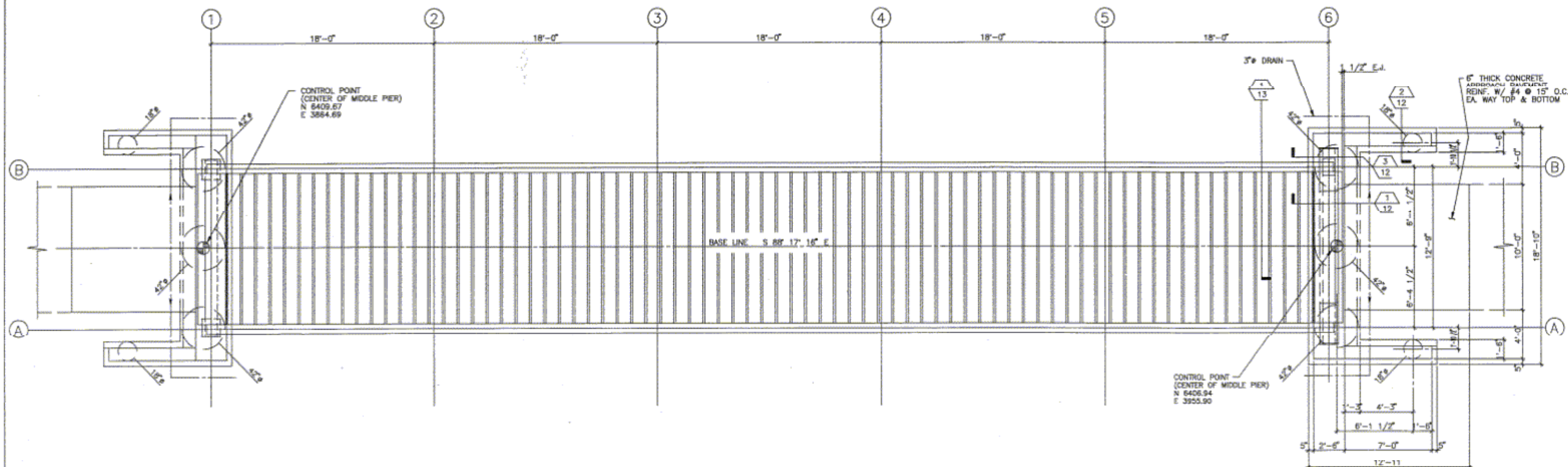
25-40# 3/4" DIAM. STEEL ROD, SEE DETAIL 3LC A-A FOR TYPICAL CONNECTION
(1")

5 ANGLE
(1")

2 LC A-A
SCALE: 1 1/2" = 1'-0"

N.I.C.
3 UC B-B
SCALE: 1 1/2"=1'-0"

FEIS/EA REVISED	FEDERAL AID PROJECT NO.			SHEET NO.
6	STP 94(278)TE			14
STATE	STATE DIST.	COUNTY		
TEXAS	12	HARRIS		
CORR.	SHEET	JOB	HIGHWAY NO.	
0912	71	438	VA	



WEST ABUTMENT
FIXED BEARING

SCALE: 1/4" = 1'-0"

- NOTES, SIZES, AND DIMENSIONS FOR WEST ABUTMENT ARE THE SAME AS THAT OF THE EAST ABUTMENT. SECTIONS NOTED ON EAST ABUTMENT ARE THE SAME FOR WEST ABUTMENT, EXCEPT FOR BRIDGE BEARINGS. BRIDGE BEARINGS ARE AS FOLLOWS: EAST ABUTMENT - SLIDE BEARING; WEST ABUTMENT - FIXED BEARING.

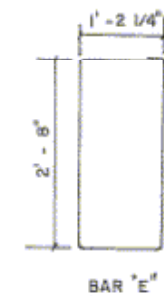
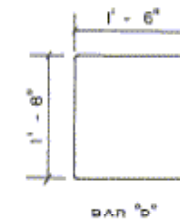
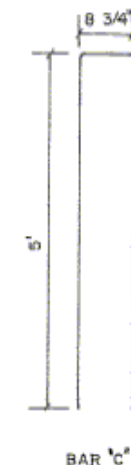
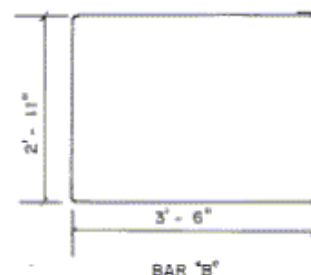
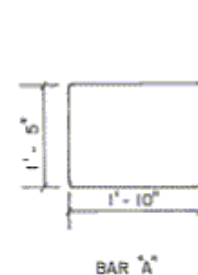
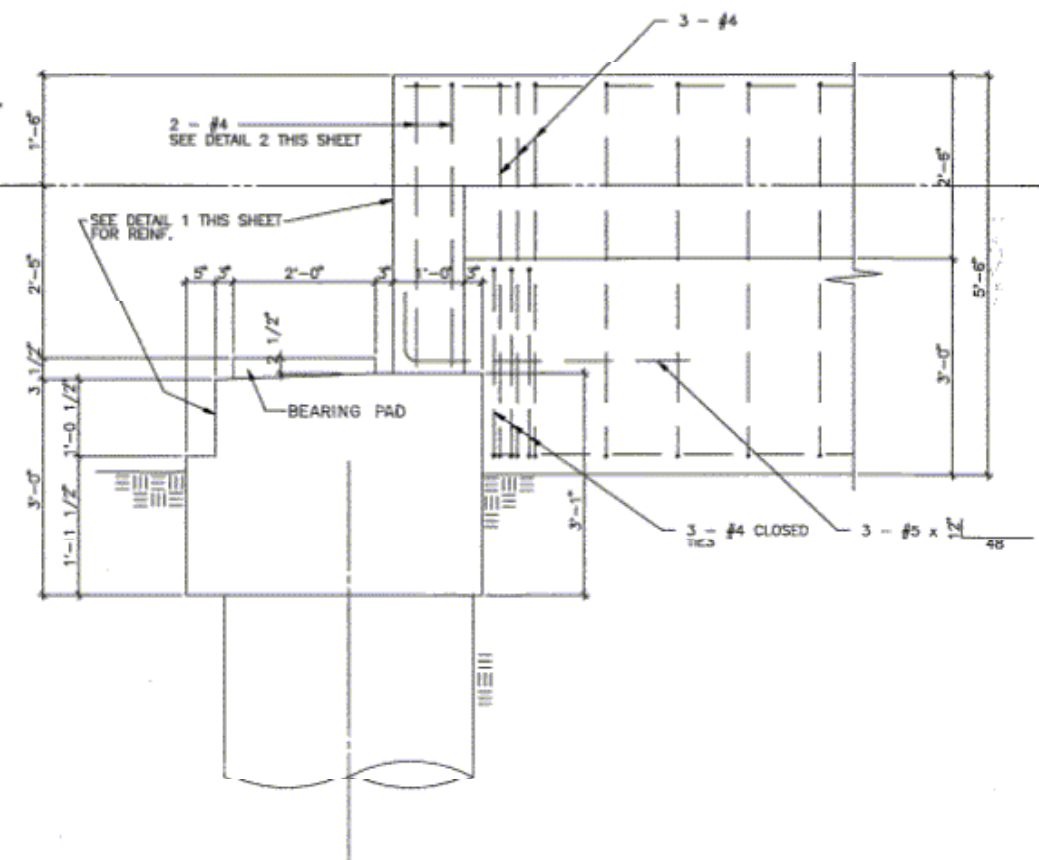
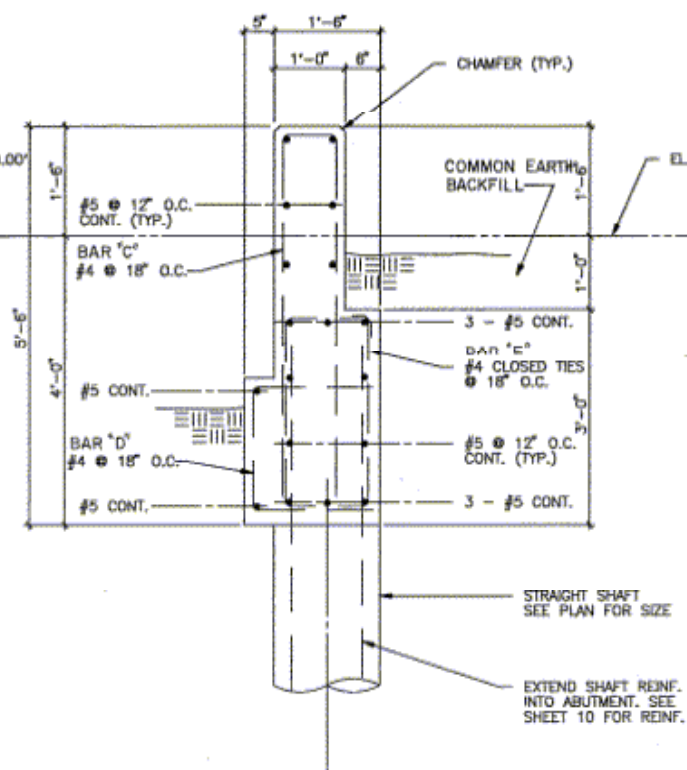
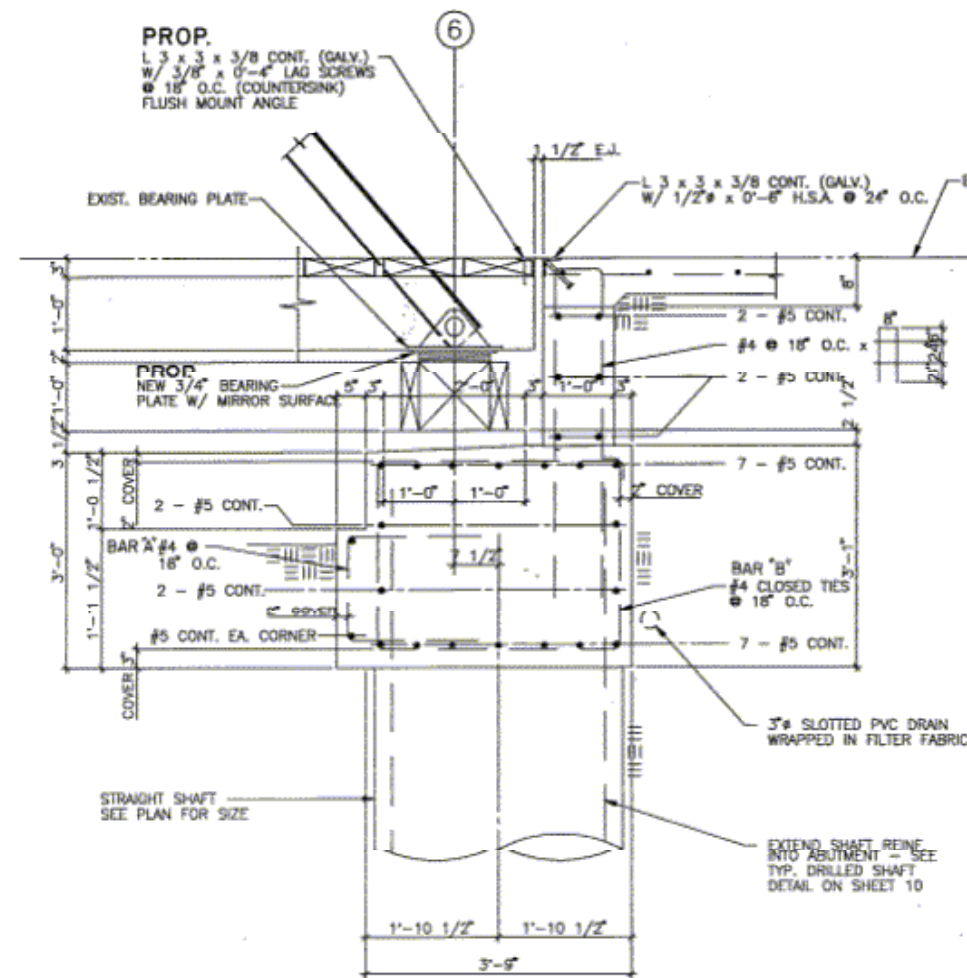
- NOTE: CONTROL POINTS SHALL BE FIELD VERIFIED AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION OF PIERS. POINTS MAY REQUIRE ADJUSTMENT ALONG BASE LINE DEPENDENT UPON LOCATION OF EDGE OF WATER.

EAST ABUTMENT
SLIDE BEARING

N.I.C.
BRIDGE ABUTMENT
FOUNDATION PLAN

EXISTING AS-BUILTS PLANS
FOR REFERENCE ONLY

FED. PROJ. NO.	FED. PROJ. NO.	SHEET NO.
6	STP 94(278)TE	16
STATE	STATE	COUNTY
TEXAS	12	HARRIS
CON.	SECT.	JOB
0912	71	438
HAZARD NO.		
VA		

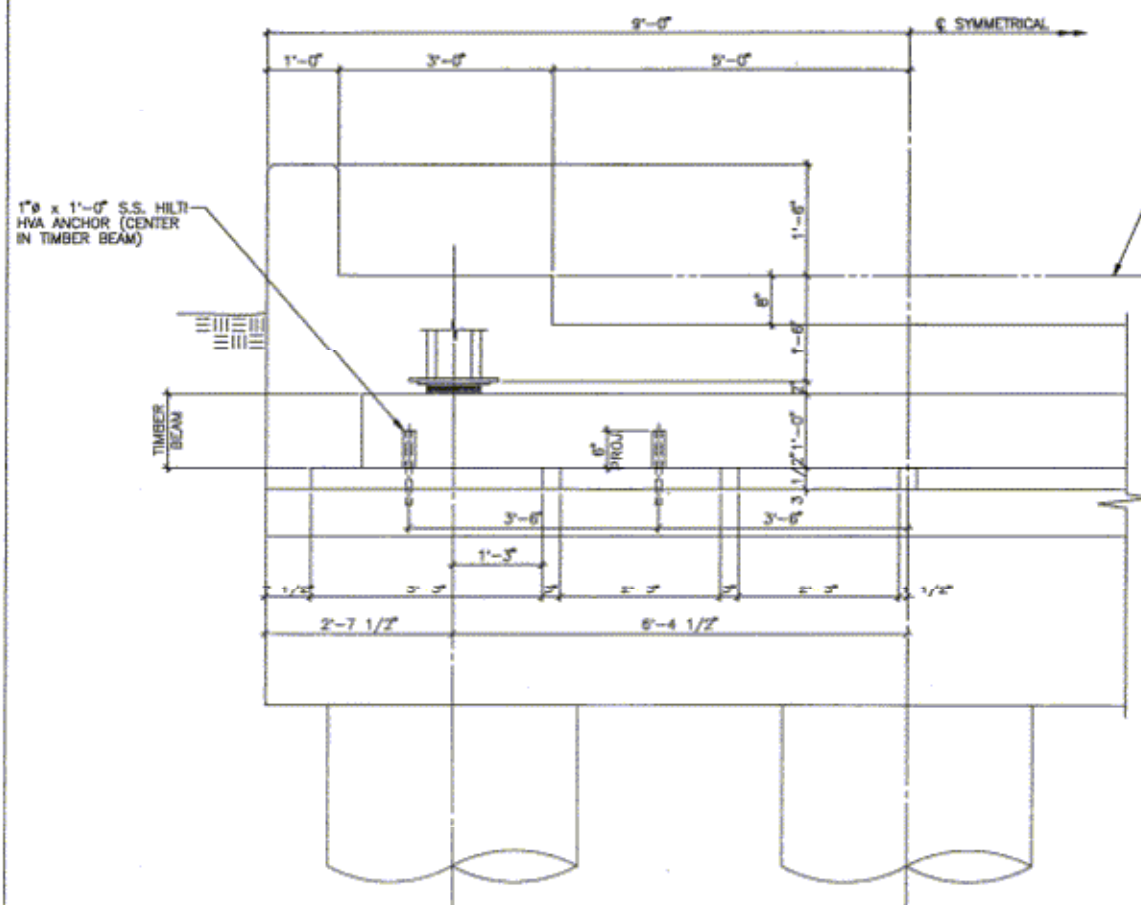


BAR DETAILS
N.T.S.

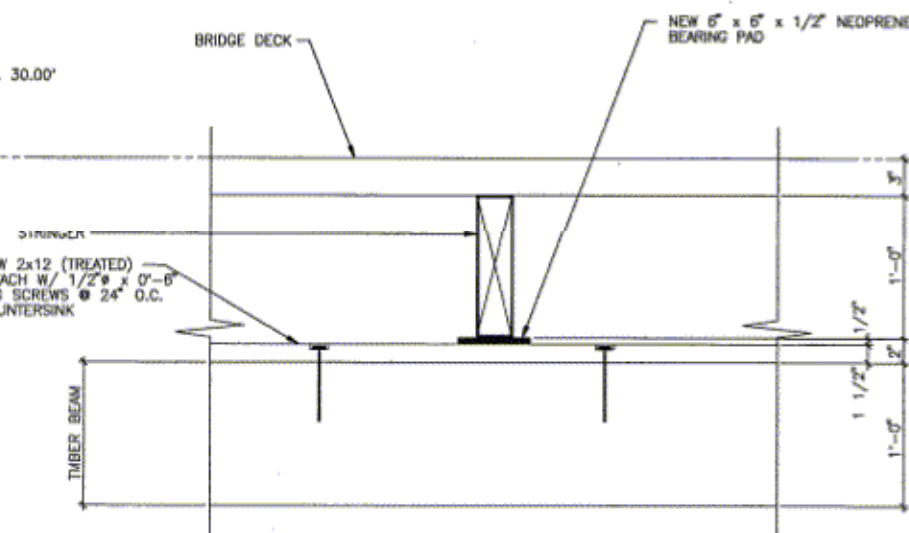
N.I.C.
STRUCTURAL DETAILS

EXISTING AS-BUILTS PLANS
****FOR REFERENCE ONLY****

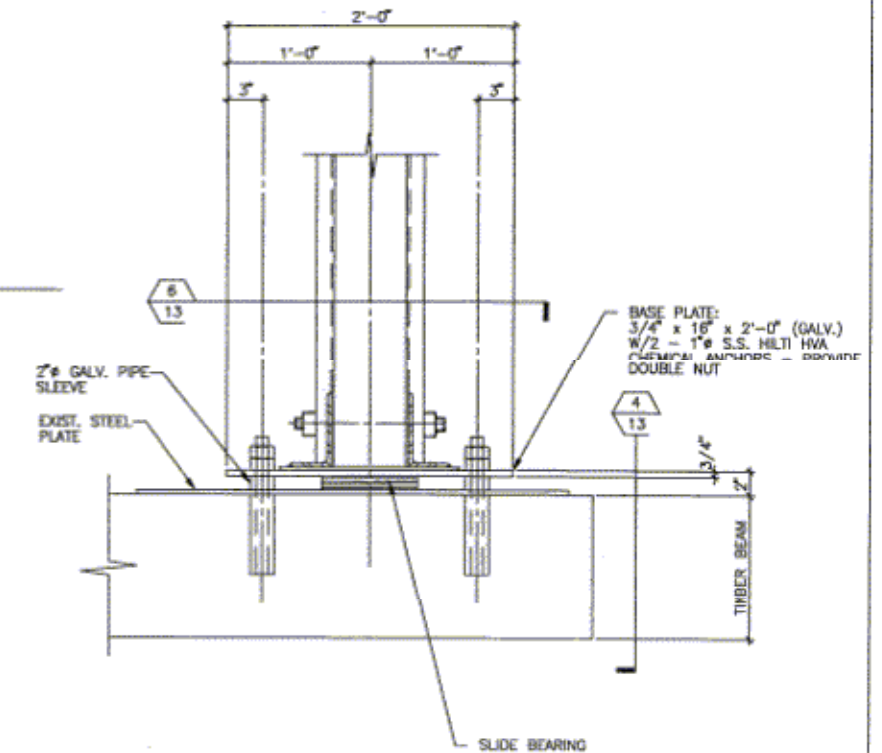
FED. AID PROJ. NO.	STATE	COUNTY	SHEET NO.
6	TEXAS	HARRIS	17
0912	71	438	VA



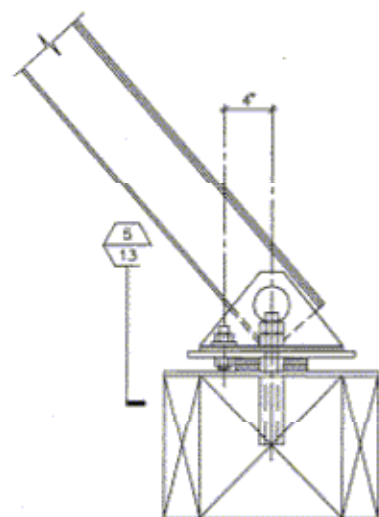
1 ABUTMENT ELEVATION
SCALE: 3/4" = 1'-0"



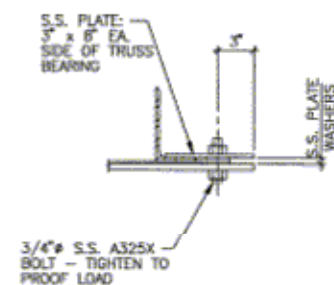
2 TYPICAL STRINGER BEARING - EAST ABUTMENT
SCALE: 1 1/2" = 1'-0"



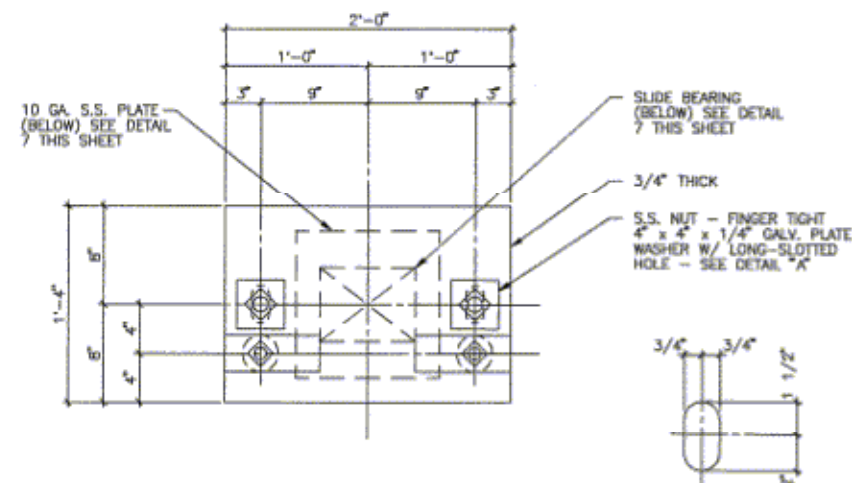
3 BEARING DETAIL - EAST ABUTMENT
SCALE: 1 1/2" = 1'-0"



4 SCALE: 1 1/2" = 1'-0"

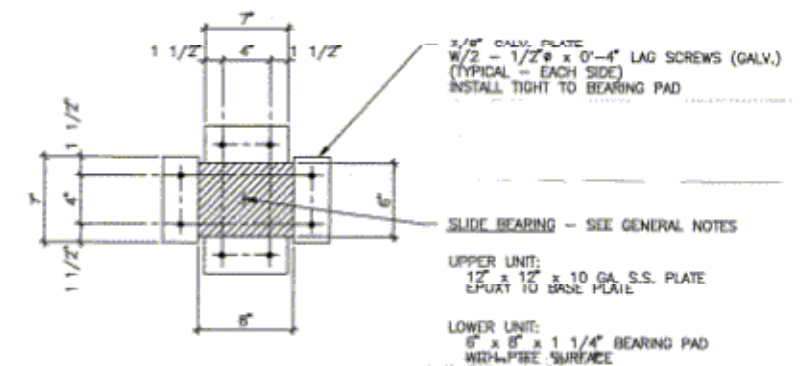


5 SCALE: 1 1/2" = 1'-0"



6 BASE PLATE
SCALE: 1 1/2" = 1'-0"

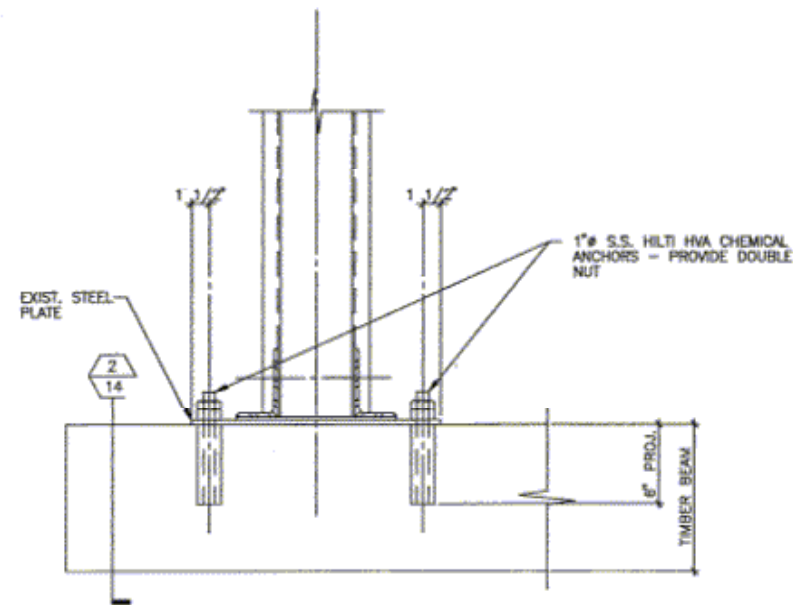
A LONG-SLOTTED HOLE
SCALE: 5" = 1'-0"



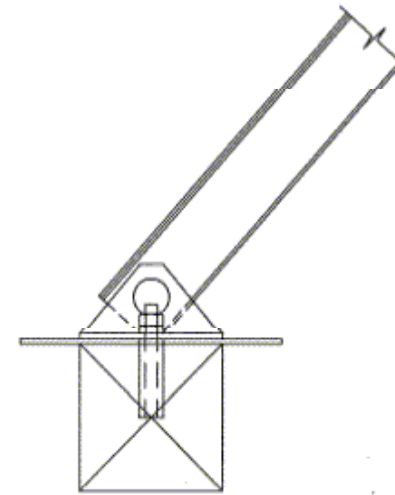
7 BEARING PAD CONFINEMENT
SCALE: 1 1/2" = 1'-0"

EXISTING AS-BUILTS PLANS
FOR REFERENCE ONLY

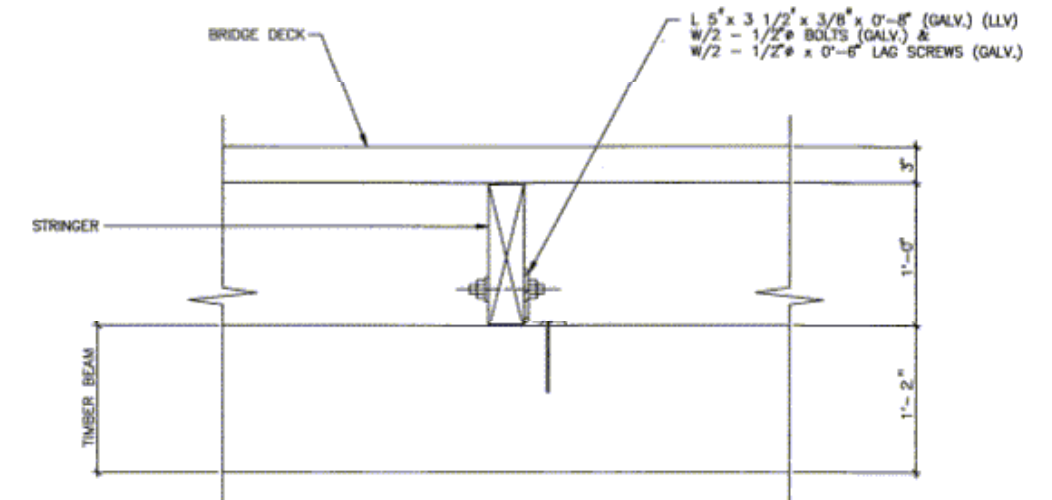
FEEDBACK	FORMAL AND PROJECT NO.	SHEET NO.
6	STP 94(278)TE	18
STATE	STATE	COUNTY
TEXAS	12	HARRIS
CONC.	RECY.	JOB
0912	71	438
		VA



1 **PROPOSED**
BRIDGE BEARING - WEST ABUTMENT
SCALE: 1 1/2" = 1'-0"

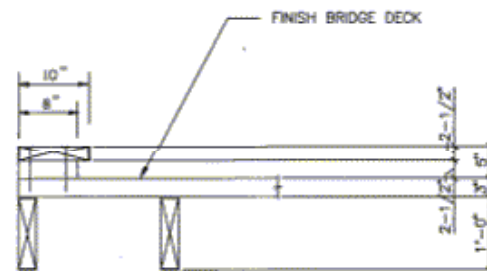


2 SCALE: 1 1/2" = 1'-0"

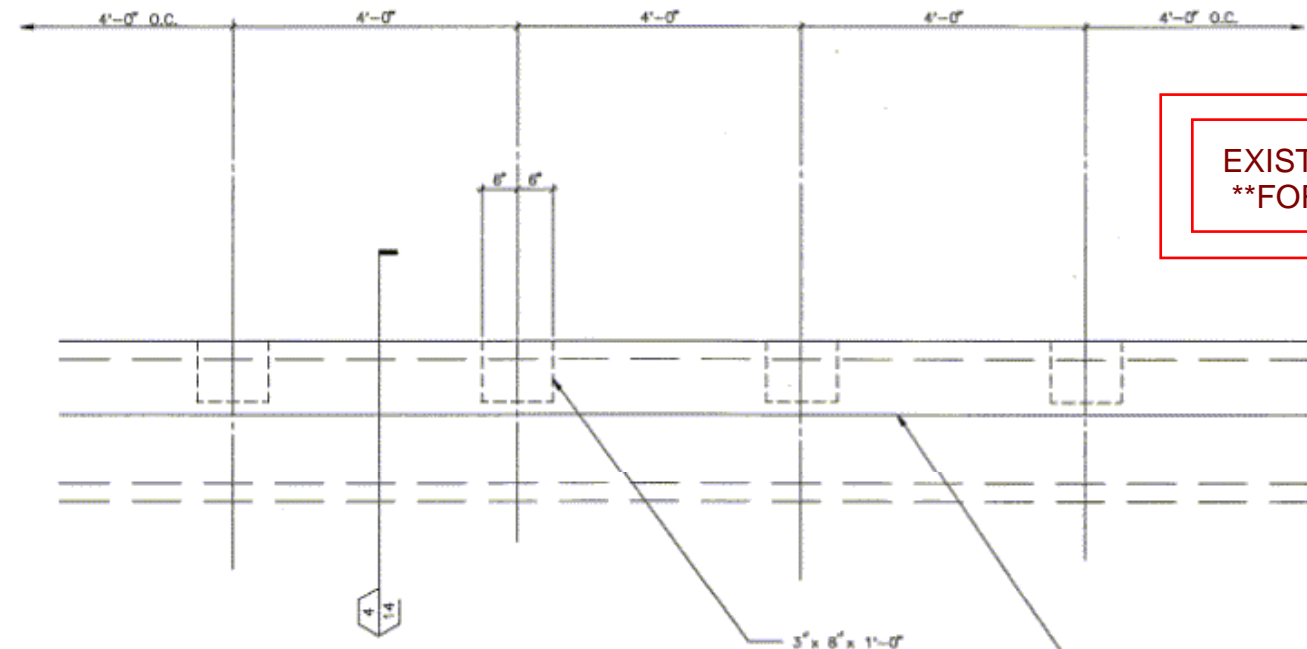


3 **PROPOSED**
TYPICAL STRINGER BEARING - WEST ABUTMENT
SCALE: 1 1/2" = 1'-0"

NOTE:
1. UNLESS NOTED, HOT-DIP GALVANIZE ALL STRUCTURAL STEEL SHAPES, PLATES, CONNECTIONS, ETC.
2. USE TREATED LUMBER ONLY. SUBMIT PRESERVATIVE TREATMENT INFORMATION FOR APPROVAL.



4 **N.I.C.**
TYPICAL CURB DETAIL
3/4" = 1'-0"



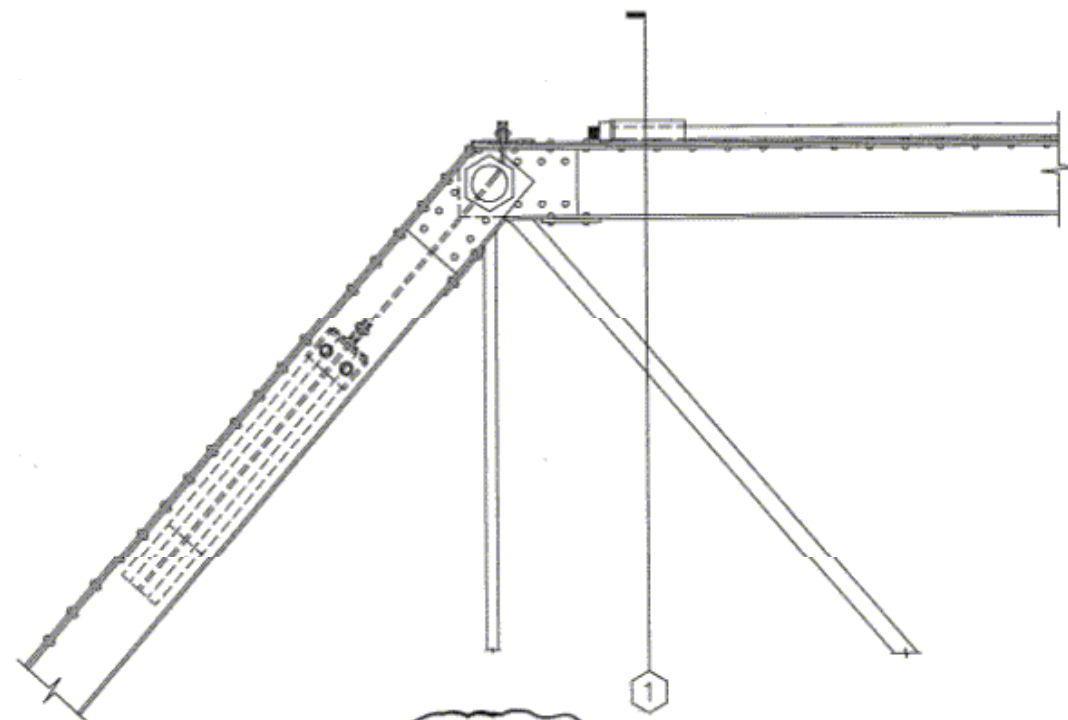
5 **N.I.C.**
PARTIAL FRAMING PLAN - CURB
3/4" = 1'-0"

EXISTING AS-BUILTS PLANS
FOR REFERENCE ONLY

FIGURE	FIGURE AND PROJECT NO.		SHEET NO.
6	STP 94(278)TE		19
STATE	STATE DIST.	COUNTY	
TEXAS	12	HARRIS	
CONTRACT	SECT.	JOB	ROADWAY NO.
0912	71	438	VA

NOTE:

1. MAKE A SURVEY OF THE STRUCTURAL MEMBERS OF THE BRIDGE. NOTE ALL MEMBERS, SUCH AS PINS, NUTS, BOLTS, LACING, PLATES, STRAPS, ETC., WHICH ARE DAMAGED.
2. REPAIR OR REPLACE ALL DAMAGED MEMBERS WITH MEMBERS EQUIVALENT IN SIZE AND STRENGTH.

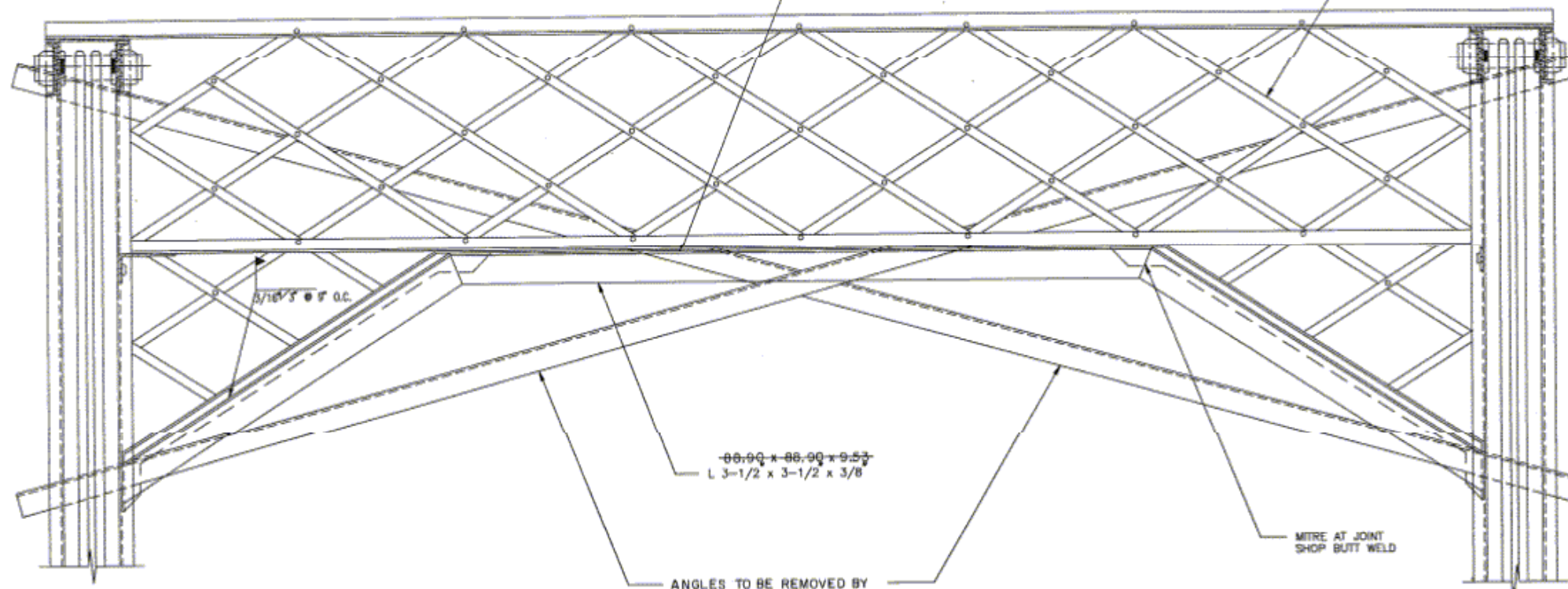


N.I.C.

2 1-1/2" = 1'-0"

SHIM AND WELD @ 12" O.C.

REPAIR ALL DAMAGED LATTICE PIECES AND CONNECTIONS



88.99 x 88.99 x 9.53
L 3-1/2 x 3-1/2 x 3/8

ANGLES TO BE REMOVED BY
CONTRACTOR INSTALLING BRIDGE
AFTER PLACEMENT ON BRIDGE
ABUTMENT.

MITRE AT JOINT
SHOP BUTT WELD

N.I.C.
STRUCTURAL DETAILS

1 PORTAL BRACING - EACH END OF BRIDGE
1-1/2" = 1'-0"

EXISTING AS-BUILTS PLANS
FOR REFERENCE ONLY

FEDERAL AID PROJECT NO.		SHEET NO.	
6 STP 94(278)TE		20	
STATE	STATE DIST.	COUNTY	
TEXAS	12	HARRIS	
CONC.	SECT.	JOB	HIGHWAY NO.
0912	71	438	VA

6 GOLF COURSE
HARRIS BRIDGE



Legislation Details (With Text)

File #: DIS 18-164 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 11/16/2018 **In control:** City Council Workshop
On agenda: 12/4/2018 **Final action:**
Title: Discussion of issues relating to purchasing chairs for the Theatre / Courts facility.
Sponsors:
Indexes:
Code sections:
Attachments: [SKM_C224e18112815490](#)

Date	Ver.	Action By	Action	Result
12/4/2018	1	City Council Workshop		

Discussion of issues relating to purchasing chairs for the Theatre / Courts facility.

100 guest chairs with casters and arms

\$23,000 was approved in the 2018/19 FY Budget in account number 10-417-4308

Discussion Only



GATEWAY LA PORTE

425 NORTH 10TH STREET
LA PORTE TX 77571

QUOTE

QUOTE NUMBER 120730-0

QUOTE DATE 11/28/18

BILLTO ADDRESS

CITY OF DEER PARK V1094 THEA
P.O. BOX 700
DEER PARK TX 77536
281-479-2394

SHIPTO ADDRESS

CITY OF DEER PARK THEATRE
1302 CENTER ST
DEER PARK TX 77536

CUSTOMER PURCHASE ORDER

QUOTE
QUOTE

SALESPERSON

DONNA LANGE

TERMS

ROUTE

1301

PAYCODE

QUOTE

ORDER TAKER

1301

ITEM NUMBER

MFG

ITEM DESCRIPTION

UM

**ORD
QTY**

**B/O
QTY**

**SHIP
QTY**

SELL PRICE

EXTEND PRICE

INSTALL
MSEMU504

GWP
MAX

Who Called : SUSAN
DELIVERY AND INSTALLATION
GUEST CHAIR W/CASTERS

EA
EA

1
100

1
100

1000.00
179.99

1000.00
17999.00

THANK YOU HAVE A NICE DAY DONNA

Subtotal 18999.00

Tax

Total Due 18999.00

Adept™ Seating | M-SEMU504 | Guest

Notes

- Upholstered back only.
- Guest chair available with all surface casters or non-marring glides.
- Frame finishes available in Textured Black or Textured Platinum.
- Maximum 4 high stackable
- CAL 133 fire code add FC at the end of the base model (example: M-SEMU504FC) add \$125.
- Contourett is not available for fire code.
- Weight capacity 300 lbs.

Dimensions

Width	Depth	Height	Seat Height	Arm Height	Cubes	Weight
25"	21.75"	33.5"	18.5"	7.5"	15.1	28

Fixed Arm (F)	Description	List	List
		Grade 1	Grade 2

Guest Chair



Armless (N)

Guest Chair



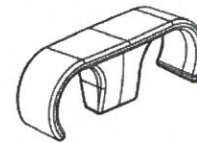
Adept™ Ganging Bracket

Includes

- 24 Ganging Brackets

Notes

- Can only be used with armless M-SEMU504 (guest chair).
- No limit on the ganging run of guest chairs.



Description	Model	Wt.	Cubes	List
Guest Chair Ganging Bracket	M-SEMUGB	1	0.1	152

Specify selections, left to right

Base Model	Arm	Caster	Back	Textile	Base
	N Armless F Fixed	A All Surface E Glide	U Upholstered	See pages 10 & 11	BLCK Textured Black PR8 Textured Silver
M-SEMU504	F.	A.	U.	---	BLCK



Legislation Details (With Text)

File #: DIS 18-158 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 10/31/2018 **In control:** City Council Workshop
On agenda: 12/4/2018 **Final action:**
Title: Discussion of issues relating to capital improvement projects at the Surface Water Treatment Plant.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [DEER PARK WTP CIP IMPROVEMENTS](#)

Date	Ver.	Action By	Action	Result
12/4/2018	1	City Council Workshop		

Discussion of issues relating to capital improvement projects at the Surface Water Treatment Plant.

Summary:

There are three (3) large scale projects that are needed at the surface water treatment plant. This presentation is an overview of the three projects and why each is needed. Two of these projects have a portion for consideration and action during the regular Council Meeting.

Project 1 is methods of solids handling at the Surface Water Treatment Plant. Currently, three (3) lagoons exist in the back of the plant that receive the sludge from the clarifiers. These lagoons were designed to allow water to return to the headworks of the plant so that water could be retreated and reused. The lagoons need to be cleaned out regularly, but that has not occurred. Currently, the lagoons are maxed out and we have run out of places to put the sludge. In approximately 2012, the middle lagoon was cleaned out with the material put into the northern most lagoon. In 2016-2017, the middle lagoon was partially cleaned out again because the plant was starting to return sludge to the headworks. The 2016-2017 project cost was \$603,022.03. We estimate that less than half of the wet lagoon was cleaned at this cost. In 2017-2018, Ardurra Group, LLC was hired to conduct a study to compare 4 methods of sludge handling. Based on that report, one method was ruled as incompatible with our sludge and financial impacts were developed for the other three methods. Our proposal is to pursue the third alternative of using roll-off container, gravity dewatering system with additional structures needed for the efficient dewatering of sludge. The sludge would then be hauled offsite for disposal at a landfill. This project will be considered in the regular meeting to enter into an agreement with Ardurra Group LLC to begin the Engineering phase of the project.

Project 2 is a change to the existing clearwell. The clearwell is sized incorrectly for the requirements of the plant. We need additional pump capacity which requires that the clearwell be increased slightly in size. Additionally, baffles would be added to the ground storage tanks (GSTs) at the plant to increase the time the water is in contact with the disinfection chemicals prior to being put into the distribution system.

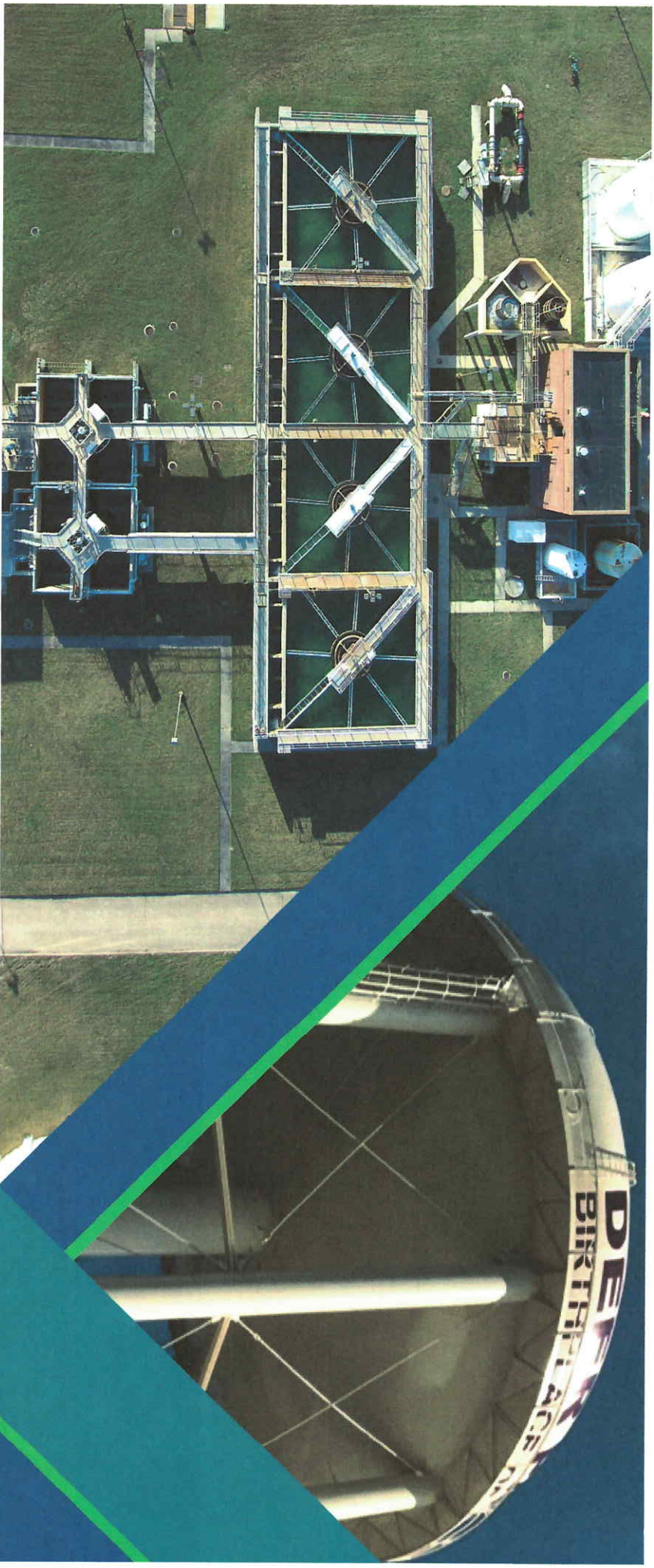
Project 3 is to change the disinfection methods used by the plant. Chlorine gas is the most dangerous chemical used at the water treatment plant. The amount of chlorine gas needed for our operation requires us to fall under the EPA's Risk Management Program. Part of that program is to show the area effected of a devastating leak, which includes an oblong circle with a diameter of approximately 5 miles. This project aims to reduce the personnel and public health hazards through the use of other methods and technologies than straight chlorine gas. A study is being considered during the regular session to identify the short-term and long-term costs of each alternative as well as the risks incurred with each system. This is a project that would be requested at a later date.

The three projects come with an estimated capital cost of approximately \$11,000,000.

Fiscal/Budgetary Impact:

A portion of the funding is available from proceeds of Certificates of Obligation previously issued. The majority of the cost of the improvements is unfunded and will need to come from Certificates of Obligation not yet issued or currently included in the Capital Improvements Plan.

Discussion only. Two of these topics will be considered during the regular Council Meeting.



Surface Water Treatment Plant Capital Improvement Projects

December 4, 2018

Solids Handling Improvements

Solids Handling Improvements

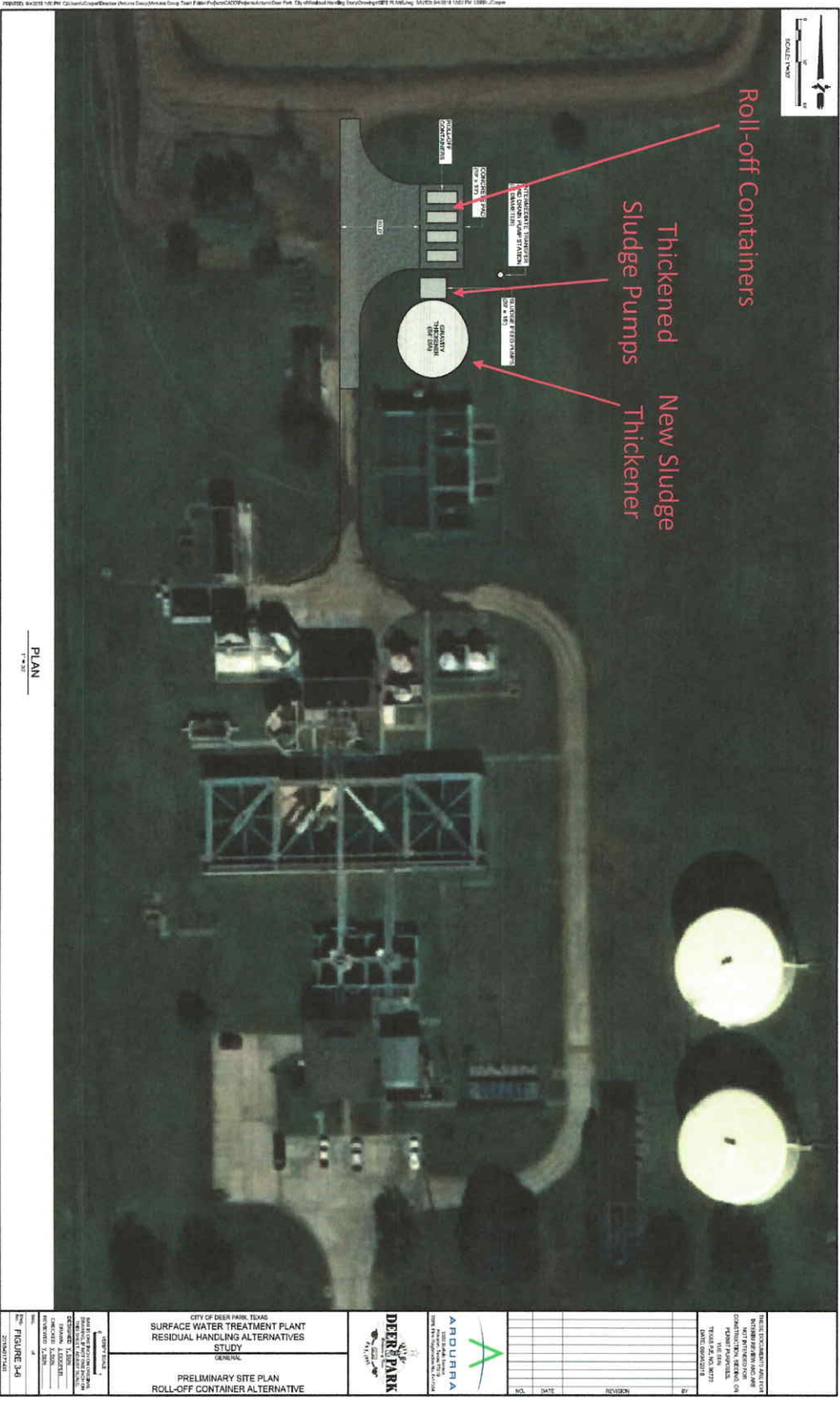
Problem Statement:

- On-site sludge lagoons near full capacity
- Current sludge operation is costly

Project Goals:

- Ease operation
- Eliminate cleaning and maintenance of on-site lagoons
- Eliminate the potential overflow of sludge
- Economic solution for onsite dewatering and off-site land fill

Proposed Improvements



Improvement Recommendations

Solids Handling

- Construct a gravity sludge thickener and a thickened sludge pump station.
- Construct a containment curb to house roll-off containers, polymer feed skids, and all ancillary components to make a functional system.

Residual Liquid Handling

- Construct an intermediate transfer pump station
- Replacement of existing backwash return pumps with larger units
- Construct associated structural, electrical, instrumentation control and SCADA, site civil, and yard piping work for proposed improvements.

Preliminary Project Cost

Item	Solids Handling Improvements
Site Work/ Site Construction/Concrete	\$568,000
Metal Fabrication/Structural/Architectural	\$75,000
HVAC	\$100,000
Pumps and Equipment	\$769,000
Mechanical	\$596,000
Electrical, instrumentation & Controls	\$738,000
Subtotal (Raw Cost)	\$2,845,000
Contingency (30%)	\$854,000
Subtotal	\$3,699,000
MOB/Bond/Ins (5%)	\$185,000
Subtotal	\$3,884,000
Contractor OH&P (12%)	\$466,000
Subtotal (Present Worth)	\$4,350,000
Inflation to mid-point of construction (6.1%)	\$264,000
TOTAL CONSTRUCTION COST *	\$4,614,000
Engineering and Design (15%)	\$692,100
TOTAL PROJECT COST (CONSTRUCTION + ENGINEERING)	\$5,306,100

* Based on Surface Water Treatment Plant Residual Handling Alternative Evaluation Report, September 2018.

Clearwell & Transfer Pump Station Improvements



ARDURRA

Clearwell & Transfer Pump Station Improvements

Problem Statement:

- Existing Transfer Pump Station firm capacity = 6.84 mgd not meeting operational requirements
- Operation challenges to meet disinfection CT when incoming residual is low from CWA especially during winter time

Project Goals:

- Meet regulatory compliance
- Enhance operational flexibility

Proposed Improvements

- Install a new transfer pump, motor and associated piping, fittings, and valves
- Expand existing clearwell to house the new pump
- Existing piping modifications
- New baffle walls for existing GSTs
- Electrical, instrumentation and control, and SCADA integration to accommodate new system
- Yard piping, and site civil improvements

Preliminary Project Cost

Item	Disinfection Chemical Improvements
TOTAL CONSTRUCTION COST - Proposed improvements including new TP, clearwell expansion, new baffle walls, piping modifications, EI&C and SCADA, site civil work *	\$1,750,000
Engineering and Design (15%)	\$263,000
TOTAL PROJECT COST (CONSTRUCTION + ENGINEERING)	\$2,013,000

** Planning/Conceptual level cost estimate.*

Disinfection Chemical Improvements

Disinfection Chemical Improvements

Problem Statement:

- Gas chlorine & aqua ammonia- toxic hazardous gas
- Require RMP and scrubber to handle potential leak
- Public safety concern during chemical transportation
- Operator safety during chemical handling and plant operation

Project Goals:

- Alternative disinfection chemicals to improve safety
- Reduce potential chemical leak and public exposure

Proposed Improvements

- Furnish and install two 200 ppd on-site hypochlorite generator units, with brine storage tank, hypo tanks, metering pumps, blowers, and auxiliary components
- Modify existing chlorine building to enclose current chlorine room, new door, HVAC improvement, hydrogen piping roof penetration etc.
- Replace aqua ammonia storage and feed system with new liquid ammonium sulfate system
- Electrical, instrumentation and control, and SCADA integration to accommodate new system
- Chemical containment, metal railing, etc.
- Yard piping, and site civil improvements for chemical unloading

Preliminary Project Cost

Item	Disinfection Chemical Improvements
TOTAL CONSTRUCTION COST - Proposed improvements including OSHG system, new LAS system, building modifications, containments, EI&C and SCADA, site civil work *	\$3,000,000
Engineering and Design (15%)	\$450,000
TOTAL PROJECT COST (CONSTRUCTION + ENGINEERING)	\$3,450,000

** Planning/Conceptual level cost estimate.*

Prioritization

1. Solids Handling
2. Clearwell and Transfer Pump Station Improvements
3. Disinfection Chemical Improvements

Cost Review

Project	
Project 1 - Sludge Handling Improvements	\$5,306,100
Project 2 - Clearwell and Transfer Pump Station Improvements	\$2,013,000
Project 3 - Disinfection Chemical Improvements	\$3,450,000
TOTAL PROJECT COST (CONSTRUCTION + ENGINEERING)	\$10,769,100

Implementation Schedule (Preliminary)

City of Deer Park WTP Capital Improvements Preliminary Implementation Schedule

ID	Task Name	Duration	Start	Finish	2018	Half 1, 2019	Half 2, 2019	Half 1, 2020	Half 2, 2020	Half 1, 2021	Half 2, 2021				
0	Deer Park WTP CIP	963 days	Mon 12/10/18	Thu 7/29/21	O	N	D	J	F	M	A	M	J	J	A
1	Project 1 - Solids Handling Improvements	633 days	Mon 12/10/18	Wed 9/2/20											
2	Engineering Design & Bid	9 mons	Mon 12/10/18	Thu 9/5/19											
3	Construction	12 mons	Mon 9/9/19	Wed 9/2/20											
4	Project 2 - Clearwell and Transfer Pump Station Improvements	660 days	Wed 10/9/19	Thu 7/29/21											
5	Engineering Design & Bid	10 mons	Wed 10/9/19	Mon 8/3/20											
6	Construction	12 mons	Tue 8/4/20	Thu 7/29/21											
7	Project 3 - Disinfection Chemical Improvements	963 days	Mon 12/10/18	Thu 7/29/21											
8	Alternative Evaluation Study	148 days	Mon 12/10/18	Mon 5/6/19											
9	Engineering Design & Bid	10 mons	Wed 10/9/19	Mon 8/3/20											
10	Construction	12 mons	Tue 8/4/20	Thu 7/29/21											



Legislation Details (With Text)

File #: DIS 18-166 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 11/28/2018 **In control:** City Council Workshop
On agenda: 12/4/2018 **Final action:**
Title: Discussion of issues relating to the Youth Sports Organization Utilization Agreements with Deer Park Soccer FC, Deer Park Pony Baseball and Deer Park Girls' Softball Organizations from January 1, 2019 through December 31, 2019.

Sponsors:

Indexes:

Code sections:

Attachments: [Sports Organization Utilization Agreement - BASEBALL112818 - Redline](#)
[Sports Organization Utilization Agreement - SOCCER112818 - Redline](#)
[Sports Organization Utilization Agreement - SOFTBALL112818 - redline](#)
[City Lease - Dow Park Soccer](#)

Date	Ver.	Action By	Action	Result
12/4/2018	1	City Council Workshop		

Discussion of issues relating to the Youth Sports Organization Utilization Agreements with Deer Park Soccer FC, Deer Park Pony Baseball and Deer Park Girls' Softball Organizations from January 1, 2019 through December 31, 2019.

The Youth Sports Organization Utilization Agreement for the use of athletic facilities is designed to ensure that athletic facilities owned and/or operated by the City of Deer Park Parks and Recreation Department are utilized efficiently and safely. All Deer Park youth sports programs sponsored by the City are intended to enhance and enrich the interest of our youth and to promote participation in wholesome recreational activities; in addition to an agreement to share the responsibility of caring, improving, and maintaining the facilities.

The Parks and Recreation Department understands the importance of having a consistent and fair agreement in place between all of the individual organizations and the City to address the expectations, responsibilities, obligations, liabilities, authority and terms. The Department submitted to the youth sports organizations the proposed agreements and given the opportunity to make recommendations and revisions. The Department considered and reviewed those recommendations and applied those that were beneficial to both parties.

On December 3, 2018, the Parks and Recreation Commission is scheduled to review and make their recommendation to City Council to approve the Sports Organization Utilization Agreement form to begin January 1, 2019 through December 31, 2019. Attached you will find a copy of the proposed Youth Sports Organization Utilization Agreements for soccer, baseball and girls softball.

None

Discussion only



City of Deer Park

Parks and Recreation Department

Sport Organization Utilization Agreement

Baseball

This agreement for the use of athletic facilities is designed to ensure that athletic facilities owned and/or operated by the City of Deer Park, hereinafter referred to as "City" and the Parks and Recreation Department, hereinafter referred to as "Department", are utilized efficiently and safely. All Deer Park sports programs recognized by the City and all Sports Organizations, hereinafter referred to as "Organization", and are intended to enhance and enrich the interest of our citizens and to promote participation in wholesome recreational activities; in addition to an agreement to share the responsibility of caring, improving, and maintaining the facilities.

In order to establish a mutual understanding and working relationship between various Organizations and the City, the following is agreed to by all parties concerned. The City enters into agreements that will best serve the athletes. Any and all fields can be assigned or reassigned to use by any contracted organization on a yearly basis depending on the participation and needs.

A. Term

1. This agreement shall be for a term of up to one (1) calendar year beginning on the date of full execution hereof concluding on December 31 of each calendar year, unless terminated by either party upon sixty (60) days advanced written notice to the other party. Any Organization that holds a current valid agreement, in compliance with the City, for the use of any athletic facility (ies) for the previous year will have the opportunity to renew that agreement for the following year. Agreements will be taken before City Council annually each December to approve for the following calendar year.

B. Option to renew

1. Renewal of this agreement for an additional term shall be conditioned upon the following terms:
 - i. That a request for renewal be initiated by the signing of a new agreement by the Organization's president, with a copy of the comprehensive annual report, prior to October 31st of each year.
 - ii. That the Organization provide the annual report prior to the start of the season:

Commented [JZ1]: To better meet the needs of the community, this wording was revised

Commented [JZ2]: This has been updated in 2017 and removed in 2018 revisions. See new condensed definitions in Glossy of Terms

Commented [SS3]: March 6, 2017, PARC agreed they wanted to leave the agreement as an annual instead of making it a 5year agreement as requested by Quest.

- a. Copy of approved current constitution and by-laws for Organization.
- b. List of current Organization officers and board members with addresses, phone numbers, and email.
- c. Proposed Organization schedule of events.
- d. Copy of Organization's general liability insurance policy and have the City of Deer Park as additional insured.
- iii. Seek recommendation for approval by City Council from the Parks and Recreation Commission in November of each year.
- iv. Approval by the City Council in December of each year.

Commented [JZ4]: Not previously listed. Added to protect City.

Commented [JZ5]: Identified the formal approval process

C. General Agreements

1. The Organization understands that the City is the sole owner of the facilities and any contribution of services, amenities and cash or donation on the part of the Organization does not imply ownership on behalf of the Organization.
2. Use of City facilities are primarily for the use of citizens living within the incorporated city limits and/or attends a Deer Park ISD school.
3. The Organization is required to provide a minimum service of Recreational League play.
4. It is suggested that the Organization prioritize usage of the fields in the following manner:
 - i. Recreational league games
 - ii. League sponsored tournaments
 - iii. Select league games
 - iv. Select tournaments
 - v. Third party usage
5. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
 - i. 70% of the Recreational League participation must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines.
6. If an Organization does not meet the above criteria, the Organization must provide annually the "Plan of Action" to increase the local participation percentage in an effort to achieve the criteria.
7. All persons within the established boundaries will be offered the opportunity to participate in all the Organization's programs regardless of gender, race, national origin, religion or disability in accordance with present state and federal law.
8. Non-recreational teams who are associated with the league through approved written consent from the Organization's board may utilize facilities at the discretion of the Organization.
 - 7.i. If the Organization has identified non-recreational teams to utilize facilities, than the Organization's In-Lieu of payment will cover those associated cost with the non-recreational team usage.
- 8.9. Organization must operate as a non-profit association, as set forth by the Internal Revenue Service.
 - i. All financial documents and records are subject to audit per request of the City.
 - ii. Only camps or clinics authorized by the City, with all proceeds benefiting the Organization or the City are permitted. The City has first right of refusal.

Commented [JZ6]: Item only listed in baseball and Softball

Commented [JZ7]: This is only listed in this order for baseball and softball. Recreation is priority for Baseball and Softball.

Commented [JZ8]: Recommended organization priority usage list

Commented [JZ9]: Will be managed by P&R department.

Commented [SS10]: March 6, 2017, PARC agreed they would like to keep the 75% requirement and agreed to include the "Plan of Action" allowance for those that do not currently meet the 75%. The PARC did not want to lower the percentage to 60% as requested by Quest.

Commented [JZ11R10]: Due to challenges regulating these percentages; this item was removed

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Commented [JZ12]: The City administers the usage of the facilities outside of the Sports Organization Utilization Agreement.

9.10. The Organization WILL NOT collect admission fees nor require the public to pay other charges to attend practice, games or recreational and non-recreational tournaments at City facilities per City ordinance.

10.11. Annually, The Organization must submit with the annual agreement renewal either of the following:

- i. In Lieu of proposal for capital improvements to their designated facility in the minimum amount of \$5,000. Capital improvements may consist of, but are not limited to:
 - a. Fence repairs
 - b. Irrigation repairs and installation
 - c. Field grading work
 - d. Concession stand infrastructure
 - e. Field light repairs and installation
 - f. Other items related to sports field improvements
- ii. A payment in the amount of \$5,000 for future projects at the Organizations designated facility.
 - a. Funds will be held in a designated City of Deer Park account.
 - b. It is recommended that funds are used prior to reaching an account balance of \$50,000.
 - c. The City of Deer Park may utilize funds at their discretion with recommendation from the Parks and Recreation Commission and approval from the City Council.

11.12. Should the Organization choose to submit an In Lieu of project or payment exceeding the \$5,000 minimum; the following terms would apply:

- i. The difference of the minimum amount can be applied to the following year's agreement.
- ii. Should the Organization decide to make a payment towards a specific capital project, funds can be deferred up to three consecutive (3) years or up to an account balance of \$50,000. Three (3) consecutive years begins at initial deferred payment.
 - a. The specific capital project must be recommended by the Parks and Recreation Commission and presented and approved by City Council at initial deferment.

12.13. No construction or alterations may be done on City property/facility without the authorization of the City. Any approved construction will become the sole property of the City at the conclusion of construction and acceptance by the City. All capital improvement projects will go through the relevant formal City process.

13.14. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.

14.15. The Organization will not allow any other organization, association or group to use the facility without prior approval of the Parks and Recreation Department.

- i. The City of Deer Park reserve the right to regulate field usage at any time.

15.16. Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities. All Board of Directors members and managers are recommended to have completed a current applicable training program from a recognized state or national youth sports association. It is required that all head coaches involved in the league have such up to date training.

Commented [JZ13]: Staff believes this will meet the leagues short expectations of Capital Improvement items.

Commented [JZ14]: New in Lieu of flat fee structure for review

Commented [JZ15]: Capital projects will be put through the standard formal City process for construction.

Commented [JZ16]: P&R has a formal rental process in place

~~16-17.~~ All league officials, coaches, managers, umpires and any other person(s) involved with the Organization's activities shall have a valid personal background check performed annually and with the results being kept in a confidential file by the Board of Directors.

D. Obligation of the City

1. To provide athletic facilities to be utilized efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome athletic activities.
 2. To ensure the Organization has first rights of refusal.
 3. To oversee, manage, and accept all capital improvement projects for athletic facilities.
 4. To approve advertising permitted at athletic facilities.
 5. The City reserves the right to close any field for routine maintenance for up to seven consecutive calendars days and will provide the Organization with a minimum of two week's written notice.
 - 4-i. In the event of an emergency maintenance, the City may close the fields with less than two week's written notice to the Organization.
- 5-6. The City will provide maintenance and repairs to athletic facilities and more specifically as follows:
- i. Will prepare all playing surfaces, buildings and grounds on City owned property prior to the beginning of the league season and as deemed necessary by the Department.
 - a. Maintain playing surfaces to include leveling and drainage work deemed necessary by the Department.
 - b. Maintain all, fences, bleachers and gates in a safe and secure condition.
 - c. Maintain structural integrity of concession stands, restrooms and storage buildings including repair or replacement of damaged roofs, doors and windows.
 - d. Make major plumbing repairs for restrooms, sinks, urinals and commodes as deemed necessary by the Department.
 - e. Make major electrical and air conditioning unit repairs as deemed necessary by the Department.
 - f. Paint all structures as deemed necessary by the Department.
 - g. Maintain all area and field lighting. Repair and replace lights, poles, wiring, fuses, transformers and other equipment related to the lighting of each field.
 - a. Attempt to maintain at least 75% of the potential lighting for field or pole during regularly scheduled season.
 - b. The Department will maintain lighting schedules for facilities with automatic lighting system.
 - h. The Organization will appoint three officials at the beginning of each calendar year to have access to the automatic light schedule. The Organization is responsible for notifying the City of permission changes throughout the year. Maintain all field irrigation system(s).
 - a. Watering schedules are managed and authorized by the Department.
 - b. The Department reserves the right to restrict watering schedules if conditions deem it necessary.
 - i. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.

Commented [JZ17]: For reference to the SOUA

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Commented [JZ18]: At times, maintenance may be required to keep fields at playing standards and may take several days to complete maintenance.

Commented [JZ19]: Already in practice with organizations. 3 business days was not regulated and did not provide good customer service.

~~6.7.~~ Maintain all turf areas on the fields to include, but not limited to mowing, weed control, fertilization and herbicide spraying.

- i. Department mowing routines allow for mowing of playing surfaces twice a week during scheduled season play.
- ii. Department mowing routines allow for surrounding grounds mowing once every other week.
- iii. Mowing routines are subject to change based on field conditions or as deemed necessary by the department.
- iv. If any organization wants a more frequent mowing routine, it becomes their responsibility.
 - a. The Organization must receive prior approval before beginning additional mowing.
 - b. The Organization will be responsible for all damages occurring from additional mowing if damages should occur.
- v. All additional herbicide, fertilization and overseeding applications will be performed by the Department upon request and with funds provided by the Organization.

~~7.8.~~ Furnish trash receptacles and trash liners.

- i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.

~~8.9.~~ Clean and stock restrooms.

- i. Daily, Monday through Friday, during regularly scheduled season.
- ii. Saturdays and Sundays when deemed necessary by the Department.
- iii. Once weekly during off-season.

~~9.10.~~ Maintain all parking areas.

~~10.11.~~ Provide utility services for facilities including electrical, water and sewer where required.

~~11.12.~~ The City will supply support poles and an electrical source for scoreboards.

- i. Routine maintenance and repairs to scoreboards becomes the responsibility of the Organization after installation.

~~12.13.~~ The City retains the right and privilege to enter and inspect all buildings and premises at any time.

~~13.14.~~ The Department will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.

~~14.15.~~ The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.

~~15.16.~~ The Department's obligations under this agreement will be performed as soon as, and to the extent that, budgeted funds and resources are available for performance of its obligations.

- i. The Department, to the best of our ability, will address all maintenance and repair requests in priority order.

~~16.17.~~ The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.

~~17.18.~~ The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

Commented [JZ20]: P&R has opened up the usage of or meeting rooms and facilities to better meet the demands from the Sports Organizations.

E. Obligation of Youth Sports Organization

1. To utilize athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in athletic activities.
2. Utilize City facilities for the primary use of citizens living within the incorporated city limits. It is suggested that the Organization prioritize usage of the fields in the following manner
 - i. Recreational league games
 - ii. League sponsored tournaments
 - iii. Select league games
 - iv. Select tournaments
 - v. Third party usage
3. The Organization shall furnish the Department an annual report, by October 31st of each year, which includes the total number of participants, including the number of resident and non-resident participants and any other information requested by the Department.
4. To seek approval from the Department for any capital improvement projects for athletic facilities.
5. To seek approval from the Department for advertising permitted at athletic facilities.
6. The Organization is obligated to provide the City with a schedule of all City facility usage. This is to include, but not limited to schedules for, games, tournaments, and league ceremonies. Schedules are due quarterly (January 1st, April 1st, July 1st, October 1st).
7. The Organization agrees NOT to expand schedules, length of league play, number of tournaments, nor add seasons without prior written approval from the City.
- 6-8. Usage of facilities from November 1 through January 31 February 28 may result in a breach of contract.
- 7-9. The Organization shall at all times during the term of this agreement maintain, in effect general public liability insurance covering the Organization's program(s) at the facility against claims for personal injury, death or damage to property to the limit of not less than one-million (\$1,000,000). The City shall be named as additional insured on such policy and shall be entitled to thirty (30) day notice of cancellation or changes of any kind regarding such insurance and certificates of insurance shall be provided to the City prior to the agreement becoming valid.
- 8-10. By the execution of this agreement, the Organization does hereby indemnify and hold harmless the City and its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description, including all expenses of litigation, court cost and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act by the Organization or its agents, volunteers or employees in the use of the facilities as set forth in the agreement.
- 9-11. All Board of Directors elections shall be conducted as prescribed by the Organization's by-laws. The election of offices shall be open to any and all qualified individuals. The Organization shall provide public notice of all Board of Directors elections. Notice shall be posted prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date.
 - i. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.

Commented [JZ21]: The P&R department will be able to regulate this number more efficiently.

Commented [JZ22]: The P&R department has designated these months at maintenance months. Permission must be obtain for usage during this time.

~~10.12.~~ Each Organization is deemed responsible for the conduct of its participants, coaches and spectators. The Department can require an organization to hire an off duty officer for security if they feel it is in the best interest of the City.

~~11.13.~~ It shall be the Organization's responsibility to ensure that no alcoholic beverages are permitted on the premises, per City Ordinance. This policy is to be inclusive of any individual under the influence of alcohol. League officials will request any such person to leave the premises and if necessary contact the Police.

~~12.14.~~ The use of tobacco products such as cigars, cigarettes, smokeless tobacco and pipes is prohibited in all indoor City property venues including, but not limited to, the building entrance and exit ways. Tobacco use is allowed in designated areas which will be clearly marked with signage and markings.

~~13.15.~~ During the term of this agreement the Organization shall operate its own concession stand and all revenues generated from such shall be for the sole and exclusive use of the Organization.

i. The Organization shall furnish and maintain all equipment needed and/or used in the concession stand. The Organization shall abide and comply by all city, county and state health and fire code requirements.

ii. It shall be the responsibility of the Organization to contact the Harris County Health Department for an annual inspection of the concession stand and to acquire all necessary health code licenses prior to opening for any season.

a. Dependent upon the issue, it shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.

b. It shall be the responsibility of the Organization to provide an annual report to the Department as proof of meeting Harris County Health Department code requirements.

iii. The Organization may sublet its concessions based on the following conditions:

a. Receive written permission to sublet concessions from the Department.

b. Concession contractor will be required to acquire a vendor permit from the Department.

~~14.16.~~ The Organization will be responsible for all game preparations of fields.

i. No one under 16 years of age is allowed to operate any motorized equipment used in field preparation or materials transport, to include but not limited to golf carts, infield groomers, 4-wheelers, riding lawnmowers and motorized vehicles.

~~15.17.~~ The Organization shall provide all bases and base stubs, pitching rubbers, marking chalk/paint and application equipment. The installation of pitching rubbers, bases and base stubs are to be installed per the manufactures instructions.

~~18.~~ At anytime a mechanical batting machine or batting cage is being used, for instruction or practice, an adult league authorized official over the age of 21 must be present to supervise. It shall be the responsibility of the organization to ensure that any league official operating or supervising the use of a mechanical batting machine has been instructed in the proper operation procedures and with all safety precautions.

i. The Organization maintains first right of refusal on the usage of batting cages at their contracted facilities.

Commented [JZ23]: Health code requirements are extensive and strictly enforced

Commented [JZ24]: Internal form that may be used at P&R discretion.

Commented [JZ25]: Include in softball and baseball. Remove from soccer.

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16-ii. The Organization is responsible for securing batting cages and maintenance of batting cage nets.

17-19. The Organization shall report any facility damage, dangerous or unsafe conditions, or unusual or suspicious situations to the Department as soon as possible but no longer than the next business day.

- i. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.

18-20. The Organization has the right to sell and install signs along the fences and scoreboards of certain designated fields located on the facility. All revenues generated from such use shall be for the sole and exclusive use of the Organization. The Department, before installation, shall approve signs including installation materials and methods.

19-21. The Organization shall:

- i. Prohibit its coaches and players from hitting balls into any fences unless it occurs in the natural course of a game. This policy is also to include surrounding structures and buildings. Failure to enforce this policy may result in the Organization incurring costs associated with the repairs of the fencing, structures and buildings.
- ii. Be responsible for keeping the area clean of all trash, paper, boxes, cartons, cans, containers, etc. generated by the concessions stand, spectators, or participants. All such items shall be placed in City provided trash receptacles. This includes, but not limited to, all fields, dugouts, restrooms, concession stands, storage areas, commons areas and parking lots.
- iii. The Organization is responsible for changing out trash bags in trash receptacles if the trash bag is more than half-full. Trash bags are to be placed in dumpsters located at each City owned facility.
- iv. Supply all locks necessary and provide the Department with either code or keys for locks. At their discretion, the Organization has the right to lock access gates to protect prepped fields. The City reserves the right to remove any locks as deemed necessary by the Department and at the Organization's expense.
 - a. Prepped fields are defined as Game-Ready, which includes infields dragged, batter boxes chalked, foul lines chalked and bases placed in their proper locations.
 - b. Organization shall not lock a prepped field more than three (3) hours before the start of a game or tournament.
 - c. Organizations may lock fields during inclement weather when field conditions are not conducive for play.
- v. Fields are to remain open following the conclusion of practices, games and tournaments and are to remain open until permissible by the above conditions. Do all watering of fields as needed and allowed by the Department.
- vi. Supply all scoreboards and maintain all boards including bulb replacement.
- vii. Keep buildings and rooms clean and free of litter. Storerooms shall be maintained in an orderly and safe condition. Restrooms are not to be used as storerooms for any equipment or supplies.

Commented [JZ26]: For safety purpose and for code purposes, this was revised to meet City standards

Commented [JZ27]: Include in softball and baseball. Remove from Soccer.

Commented [JZ28R27]: The City will close fields for maintenance purposes of defer to the P&R rain out policy.

viii. Maintain the premises in a safe and aesthetic manner, i.e. keep all drags and other equipment stored and inaccessible to children.

Commented [JZ29]: Include in softball and baseball. Remove from soccer.

~~20-22.~~ Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.

~~21-23.~~ The Organization shall have at least two identified league officials, over the age of 21, to be on duty at all games to supervise activities and conduct including supervision of parking lots.

~~22-24.~~ The Organization shall have an official inspect every field (playing surfaces) prior to the first game each day/night of league play for any safety concerns such as holes in the infield or outfield, secure bases, fences, backstops or anything that might be a hazard. All corrections shall be made by the Organization prior to the start of the first game and if this cannot be accomplished play will be suspended until the Department is notified and any repairs can be made.

~~23-25.~~ The Organization shall have a written "emergency situation" plan in effect. This plan shall include the shelter in-place plans, evacuation plans and routes and all necessary supervisory assignments and duties.

- i. At least one board member shall be assigned as an Emergency Response Officer to be in charge of all procedures, equipment and shall be responsible for the training of all board members, coaches and volunteers.
- ii. The Organization shall make "emergency situation" response information available to any out of town teams playing in league play, league tournaments or post-season play. Such information shall be included in any and all packets or information given to visiting coaches or managers.

~~24-26.~~ Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.

~~25-27.~~ **The operation of motor vehicles and/or parking vehicles on turf areas is prohibited by City ordinance. It is the organization's responsibility to make sure all of their officials, coaches, spectators, participants and volunteers are aware of and comply with this ordinance.**

~~26-28.~~ The Organization will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.

- i. The Organization's President, or designated representative, is required to attend all scheduled City sports organization meetings.

~~27-29.~~ The Organization may provide information to be included in promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquee, website and Facebook page.

~~28-30.~~ The Organization is authorized to use a City facility location, dependent on availability, and approval from the Parks and Recreation Department. :

~~29-31.~~ The Organization should utilize the following recommendations in the event of severe weather:

- i. Postpone or suspend activity if a thunderstorm appears imminent before or during an activity or contest (irrespective of whether lightning is seen or thunder heard) until the hazard has passed. Signs of imminent thunderstorm activity are darkening clouds, high winds, and thunder or lightning activity.
- ii. Have a means of monitoring local weather forecasts and warnings.

- iii. When thunder is heard within 30 seconds of a visible lightning strike, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play for thirty minutes and take shelter immediately.
- iv. Once activities have been suspended, wait at least thirty minutes following the last sound of thunder or lightning flash prior to resuming an activity or returning outdoors.
- v. All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity, without fear of repercussions or penalty from anyone.

F. Tournaments

1. The Department will be notified of all tournaments by the Organization no later than two (2) weeks prior to tournament taking place. Notification of tournament to include dates, who is hosting the tournament, contact information for tournament host, and whom any and all net proceeds benefit.
2. Organization may allow any teams affiliated with organization to utilize facilities for tournaments beginning March 1 – October 31 of each year.
3. Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department. The Organization sponsoring such a tournament will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control during the duration of the tournament.
4. Concession operations will remain with the Organization or as authorized through this agreement.
5. All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams and hosting entities.

Commented [JZ30]: Staff is requesting more detailed information to better meet the demands for maintenance purposes

Commented [SS31]: Quest would like to change the dates to January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

Commented [JZ32]: We have addressed this with a flat fee that encumbers all organizational annual usage fees

Commented [JZ33]: P&R has addressed field usage from third party users via a formal rental process.

G. Third party usage

1. Use of any City facility is restricted to Organizations that are members of and/or affiliated with a City Council approved Sports Organization Utilization Agreement.
2. Outside third party usage must be contracted and approved through the Parks and Recreation Department.
 - a. All Third party usage must carry general liability insurance with limits no less than one (1) million dollars.
 - a.b. The Organization who has entered into this agreement with the City may not authorize the usage of the facilities to Third Party Users or Organizations without the expressed written consent from the City.
3. The Organizations regular league play, practices and associated events take precedence over all third party team play, practices, games, tournaments and associated events.
4. Facilities are only available for rental March 1 – October 31 of each year.
 - 3.i. Usage of facilities from November 1 through February 28 may result in a breach of contract.
- 4.5. The Association's Board of Directors have the first right of refusal on the availability of fields and dates of all games, practices and tournaments.
- 5.6. Concession operations will remain with the Organization or as authorized through this agreement.

Commented [JZ34]: Added to assist with the regulation of the contract.

Commented [SS35]: Quest would like to change the dates to January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

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- i. Third Party user may bring in their own private concessions vendor, but not utilize on site concession facility without prior approval from the organization and the Parks and Recreation Department.
- ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.

~~6-7.~~ Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.

~~7-8.~~ All policies and regulations that apply to the Organization listed in the lease agreement apply to all.

~~8-9.~~ The City may allow third party users to utilize facilities for practices, games and tournaments beginning ~~March 1 – October 31~~ of each year.

- i. If approved by the Parks and Recreation Department, facilities may be utilized outside of the scheduled use.

~~9-10.~~ The Department will receive notification of third party usage of facilities no later than two (2) weeks prior to utilization for tournaments and games. Practices are subject to availability and approval of by the Department until 12:00 pm on day of rental.

~~11.~~ Payments: The City will receive from the third party renter payment prior to usage.

12. Field Rental Costs (RESIDENTS/NON-TOURNAMENT USAGE):

Field Usage: \$25 for 2 hours

Tournament usage: \$25 per hour per field

Tournament dDeposit: \$25500

Field Lights: \$10 hour per field

13. Field Rental Costs (NON-RESIDENT USAGE):

Field Usage: \$50 for 2 hours

Deposit: \$250

Field Lights: \$10 hour per field

14. Field Rental Costs (THIRD PARTY TOURNAMENT USAGE):

Field Usage: \$250 per field per day

Tournament deposit: \$500

Field Lights: \$10 hour per field

Commented [SS36]: Quest would like to change the dates to January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

Commented [JZ37]: Current P&R policy

Commented [JZ38]: There is an existing P&R field rental policy in place.

Commented [JZ39]: Fee schedule added that is consistent with the current P&R department field rental fees.

Commented [JZ40]: Fee schedule added that is consistent with the current P&R department field rental fees.

Commented [JZ41]: Fee schedule added that is consistent with the current P&R department field rental fees.

Commented [JZ42]: Recommendation from the PARC at the November 5, 2018 meeting.

H. Rain-out Policy

- 1. Organization must abide by the City adopted Rainout Policy dated August 1, 2016 (Exhibit A).

I. Default

- 1. If any event of default of any of the obligations or in the performance of any of the terms, conditions, or provisions of any instrument or document evidencing the obligations secured by this agreement or

Commented [JZ43]: Formal Default policy established and added to contract

in the performance of any covenant contained herein shall occur; then the following course of action shall be taken:

- i. Documentation and discussion with the organization of non-compliance from the Parks and Recreation Department.
- ii. Written notice of non-compliance from the Parks and Recreation Department.
- iii. Second written notice of non-compliance from the Parks and Recreation Department with stipulation requiring corrective action within in thirty (30) days of issuance.
- iv. Failure to take corrective actions after the second written notice of non-compliance will result in a staff discussion with City of Deer Park Administration.
- v. Recommended course of action from City of Deer Park Administration may be presented to the Parks and Recreation commission by staff should a suitable solution not be determined.
- vi. Parks and Recreation Commission will recommend to City Council a suitable course of action.
- vii. City Council will make a recommendation up to possible termination of the Sports Organization Utilization Agreement.

Annual Report Attachments:

1. Current Copy of board approved Organization constitution and by-laws.
2. Proof of Insurance.
3. List of current officers and Board of Directors.
4. Proposed annual calendar of events.
5. Copies of all receipts for any current agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment for current agreement.
6. If requesting, written contribution request in lieu of payment.
7. Signed copy of Lease Agreement for each athletic complex associated with this agreement.

Facility Usage

The following facilities will be used for this contractual agreement:

1. Five (5) fields located at Minchen Athletic Complex
2. The Concession/Restroom building at Minchen Athletic Complex
3. Maintenance/Storage buildings located at Minchen Athletic Complex
4. Batting cages located at Minchen Athletic Complex
5. Six (6) fields located at Spencerview Athletic Complex
6. The Concession/Restroom/Meeting room building at Spencerview Athletic Complex
7. Maintenance/Storage buildings located at Spencerview Athletic Complex
8. Batting cages located at Spencerview Athletic Complex
9. Three (3) baseball fields located at Dow Park.
10. The Concession stand and two(2) storage buildings at Dow Park.

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6.11. Batting cages located at Dow Park.

In case any one or more of the provisions contained in this agreement shall for any reason be held 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.

Nothing in this agreement shall be construed to make the City or its respective agents or representatives liable in situations it is otherwise immune from liability.

Each party represents to the other that the individual signing this agreement below has been duly authorized to do so by its respective governing body and that this agreement is binding and enforceable as to each party.

I have read and I understand the policies and regulations stated herein and agree to abide by them. Failure to abide by these policies and/or regulations may be cause for the revocation of the agreement.

The City of Deer Park enters an agreement with: _____ for the sole purpose of playing games and/or tournaments and related activities upon the above agreement, terms and conditions, that certain tract(s) of land in the City of Deer Park, Harris County, Texas to wit:

The City of Deer Park, Texas _____ located in _____ in said city. This agreement shall be effective from January 1, 20__ through December 31, 20__ but may be sooner.

Signed in duplicate, this _____ day of _____ 20__.

Authorized organization: _____ Parks and Recreation Department Director

Name: _____ Name: _____

Signature: _____ Signature: _____

Park Board Chairman: _____ City of Deer Park Mayor

Name: _____ Name: _____

Signature: _____ Signature: _____

DRAFT

EXHIBIT A

Deer Park Athletic Field

Rain-out Policy

Practices and games will be held, as long as conditions are safe for participants and do not violate our rules or park guidelines. As a standard, the City of Deer Park will do our best to alert the leagues and rentals via email or phone call with as much notice as possible on practice/game day should fields be unplayable. Please keep in mind that Park closures and practice/game cancellations are determined by the City of Deer Park Parks and Recreation Department which reserves the right to cancel practices/games at any time depending on the current weather and field conditions.

Please call 281-478-2099 for a recorded message that will provide information in reference to Rainouts and Cancellations during the week after 3:00pm or visit the City of Deer Park Athletics

Website at: www.deerparktx.gov/athletics for status updates. City of Deer Park staff will work with league officials, citizen field rentals, and tournament directors when making decisions on field conditions and the playability of fields at the various athletic sports complexes. League and tournament officials make the final call if their event will play or not based on 1) current weather conditions and 2) if the fields have not been previously closed by the City of Deer Park.

City of Deer Park Athletic Sports Complexes - Determining Field Playability

Standing water occurs because the ground is saturated. Removing standing water does not eliminate the saturation. It is the saturation, and not standing water, that causes damage and unsafe conditions. Determining the playability of an athletic field is crucial to the continued health of the turf and the sustainability of the field throughout the season. More importantly, determining the playability is vital to the safety and best interests of the participants and patrons to the City of Deer Park athletic sports complexes. The Department will close its athletic fields if City of Deer Park staff determines that fields are too wet for play, or if other issues arise that would compromise patron safety.

League officials have the responsibility to close fields for play when safety and/or field damage is possible.

An athletic field should be considered closed for play if any part of the field becomes unsafe for field users or if conditions exist where use will cause damage to the field.

An athletic field should be considered closed if any of the following conditions exist:

1. There is standing water present on any part of the field that cannot be removed without causing damage to the field.
2. There are muddy conditions present that will not dry by the start of the game.
3. While walking on the field water can be seen or heard with any footstep.
4. If water gathers around the sole of a shoe or boot on any portion of the field.
5. While walking in turf areas any impression of your footprint is left in the surface.
6. While walking on the infield portion of the field, an impression of ½" deep or more is left by a footprint.

Additional reasons for cancelling games:

1. It has rained most of the day of the scheduled game and there is standing water on the field.
2. It has rained for several days prior to the scheduled game and the fields are wet to the point where playing the game will destroy the playing surface.
3. It is raining at the time of the scheduled game and the temperature is low enough to make conditions unbearable for the children.
4. The presence of lightning - 3 strikes and you're out. The first lightning strike will cause a 30-minute delay, with subsequent strikes re-setting the 30-minute delay. Three strikes within 30 minutes will result in cancellation.

5. The potential for severe weather is significant enough that it warrants cancellation for the safety of participants and patrons.

EXHIBIT B

Glossary of Terms

1. **Recognized Organization** – A recognized sports organization with the City of Deer Park is an organization that has been formally **recognized** by City Council as an established sports group within the City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter-local agreement. A recognized organization must have:
 - a. Established structure
 - b. Recommendation from Parks and Recreation Commission
 - c. Approval from City Council
2. **Sports Organization Utilization Agreement**- An agreement to establish a mutual understanding and working relationship between various organizations and the City.

Commented [JZ44]: We have identified several terms and referenced them for better understanding during the Sports organization utilization agreement.

Commented [JZ45]: Is this the correct term?

3. **Recreation(al) Play:** An interclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system or rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.
4. **Non-Recreation (al) Play:** Teams and Tournaments that do not meet the established criteria of "Glossary of Terms, Item 3" are to be considered non-recreation(al).
5. **First Right of Refusal** – a contractual right that gives the agreement holder first priority to utilize the facilities according to specified terms in this agreement.
6. **Third Party Usage** - A person or group besides the two primarily involved in the Sports Organization Utilization Agreement.
7. **Parks and Recreation Commission** - Under the supervision of the city manager, the Parks and Recreation Commission shall provide, conduct, and supervise public playgrounds, athletic fields, recreation centers, and other recreational facilities and activities on any property owned or controlled by the city. The commission shall consult, advise, and cooperate with other groups concerned with providing recreation in and for the city.
8. **Capital Improvement Project** - A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.



City of Deer Park

Parks and Recreation Department

Sport Organization Utilization Agreement

Soccer

This agreement for the use of athletic facilities is designed to ensure that athletic facilities owned and/or operated by the City of Deer Park, hereinafter referred to as "City" and the Parks and Recreation Department, hereinafter referred to as "Department", are utilized efficiently and safely. All Deer Park sports programs recognized by the City and all Sports Organizations, hereinafter referred to as "Organization", and are intended to enhance and enrich the interest of our citizens and to promote participation in wholesome recreational activities; in addition to an agreement to share the responsibility of caring, improving, and maintaining the facilities.

In order to establish a mutual understanding and working relationship between various Organizations and the City, the following is agreed to by all parties concerned. The City enters into agreements that will best serve the athletes. Any and all fields can be assigned or reassigned to use by any organization on a yearly basis depending on the registration numbers and needs.

A. Term

1. This agreement shall be for a term of up to one (1) calendar year beginning on the date of full execution hereof concluding on December 31 of each calendar year, unless terminated by either party upon sixty (60) days advanced written notice to the other party. Any Organization that holds a current valid agreement, in compliance with the City, for the use of any athletic facility(ies) for the previous year will have the opportunity to renew that agreement for the following year. Agreements will be taken before City Council annually each December to approve for the following calendar year.

B. Option to renew

1. Renewal of this agreement for an additional term shall be conditioned upon the following terms:
 - 2-i. That a request for renewal be initiated by the signing of a new agreement by the Organization's president, with a copy of the comprehensive annual report, prior to October 31st of each year.
 - 2-ii. That the Organization provide the annual report prior to the start of the season:
 - 1-a. Copy of approved current constitution and by-laws for Organization.

Commented [JZ1]: To better meet the needs of the community, this wording was revised.

Commented [JZ2]: This has been updated in 2017 and removed in 2018 revisions. See new condensed definitions in Glossy of Terms

Commented [SS3]: March 6, 2017, PARC agreed they wanted to leave the agreement as an annual instead of making it a 5year agreement as requested by Quest.

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ii-b. List of current Organization officers and board members with addresses, phone numbers, and email.

iii-c. Proposed Organization schedule of events.

iv-d. Copy of Organization's general liability insurance policy and have the City of Deer Park as additional insured.

Commented [JZ4]: Not previously listed. Added to protect City.

4-iii. Seek recommendation for approval by City Council from the Parks and Recreation Commission in November of each year

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Commented [JZ5]: Identified the formal approval process

5-iv. Approval by the City Council in December of each year.

C. General Agreements

1. The Organization understands that the City is the sole owner of the facilities and any contribution of services, amenities and cash or donation on the part of the Organization does not imply ownership on behalf of the Organization.

2. City facility usage for soccer is approved for utilization within the Sports Organization Utilization Agreement.

3. It is suggested that the Organization prioritize usage of the fields in the following manner:

i. Recreational league games

ii. Select league games

iii. League sponsored tournaments

iv. Select tournaments

v. Third party usage

Commented [JZ6]: Recommended organization priority usage list

4. Other priority users include any persons living within the Deer Park Independent School District boundary lines.

Commented [JZ7]: Will be managed by P&R department.

i. 70% of the Recreational League participation must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines.

5. If an Organization does not meet the above criteria, the Organization must provide annually the "Plan of Action" to increase the local participation percentage in an effort to achieve the criteria.

6. All persons will be offered the opportunity to participate in all the Organization's programs regardless of gender, race, national origin, religion or disability in accordance with present state and federal law.

Commented [SS8]: March 6, 2017, PARC agreed they would like to keep the 75% requirement and agreed to include the "Plan of Action" allowance for those that do not currently meet the 75%. The PARC did not want to lower the percentage to 60% as requested by Quest.

7. Non-recreational teams who are associated with the league through approved written consent from the Organization's board may utilize facilities at the discretion of the Organization.

Commented [JZ9R8]: Due to the regional make of soccer and challenges regulating these percentages; this item was removed.

i. If the Organization has identified non-recreational teams to utilize facilities, than the Organization's In-Lieu of payment will cover those associated cost with the non-recreational team usage.

6-8.

Only camps or clinics authorized by the City, with all proceeds benefiting the Organization or the City, are permitted. The City has first right of refusal.

Commented [JZ10]: Due to the Request for Proposal for Soccer services, we have opened this option to Profit and Non-profit organizations.

Commented [JZ11]: The City administers the usage of the facilities outside of the Sports Organization Utilization Agreement.

~~7.9.~~ The Organization WILL NOT collect admission fees nor require the public to pay other charges to attend practice, games or recreational and non-recreational tournaments at City facilities per City ordinance.

~~8.10.~~ Annually, The Organization must submit with the annual agreement renewal either of the following:

- i. In Lieu of proposal for capital improvements to their designated facility in the minimum amount of \$5,000. Capital improvements may consist of, but are not limited to:
 - a. Fence repairs
 - b. Irrigation repairs and installation
 - c. Field grading work
 - d. Concession stand infrastructure
 - e. Field light repairs and installation
 - f. Other items related to sports field improvements
- ii. A payment in the amount of \$5,000 for future projects at the Organizations designated facility.
 - a. Funds will be held in a designated City of Deer Park account.
 - b. It is recommended that funds are used prior to reaching an account balance of \$50,000.
 - c. The City of Deer Park may utilize funds at their discretion with recommendation from the Parks and Recreation Commission and approval from the City Council.

~~9.11.~~ Should the Organization choose to submit an In Lieu of project or payment exceeding the \$5,000 minimum; the following terms would apply:

- i. The difference of the minimum amount can be applied to the following year's agreement.
- ii. Should the Organization decide to make a payment towards a specific capital project, funds can be deferred up to three consecutive (3) years or up to an account balance of \$50,000. Three (3) consecutive years begins at initial deferred payment.
 - a. The specific capital project must be presented and approved by City Council at initial deferment.

~~10.12.~~ No construction or alterations may be done on City property/facility without the authorization of the City. Any approved construction will become the sole property of the City at the conclusion of construction and acceptance by the City. All capital improvement projects will go through the relevant formal City process.

~~11.13.~~ Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.

~~12.14.~~ The Organization will not allow any other organization, association or group to use the facility without prior approval of the Parks and Recreation Department.

- i. The City of Deer Park reserve the right to regulate field usage at any time.

~~15.~~ Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities.

~~13.~~ All Board of Directors members and managers are recommended to have completed a current applicable training program from a recognized state or national youth sports association. It is required that all head coaches involved in the league have such up to date training.

Commented [JZ12]: Staff believes this will meet the leagues short expectations of Capital Improvement items.

Commented [JZ13]: New in Lieu of flat fee structure for review

Commented [JZ14]: Capital projects will be put through the standard formal City process for construction.

Commented [JZ15]: P&R has a formal rental process in place

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14.i. All league officials, coaches, managers, umpires and any other person(s) involved with the Organization's activities shall have a valid personal background check performed annually and with the results being kept in a confidential file by the Board of Directors.

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D. Obligation of the City

1. To provide athletic facilities to be utilized efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome athletic activities.
2. To ensure the Organization has first rights of refusal.
3. To oversee, manage, and accept all capital improvement projects for athletic facilities.
4. To approve advertising permitted at athletic facilities.

5. The City reserves the right to close any field for routine maintenance for up to seven consecutive calendar days and will provide the Organization with a minimum of two week's written notice.

4.i. In the event of an emergency maintenance, the City may close the fields with less than two week's written notice to the Organization.

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Commented [JZ16]: At times, maintenance may be required to keep fields at playing standards and may take several days to complete maintenance

5-6. The City will provide maintenance and repairs to athletic facilities and more specifically as follows:

- i. Will prepare all playing surfaces, buildings and grounds on City owned property prior to the beginning of the league season and as deemed necessary by the Department.

- a. Maintain playing surfaces to include leveling and drainage work deemed necessary by the Department.
- b. Maintain all goals, bleachers and gates in a safe and secure condition.
- c. Maintain structural integrity of concession stands, restrooms and storage buildings including repair or replacement of damaged roofs, doors and windows.
- d. Make major plumbing repairs for restrooms, sinks, urinals and commodes, electrical repairs and air conditioning unit repairs as deemed necessary by the Department.
- e. Paint all structures as deemed necessary by the Department.
- f. Maintain all area and field lighting. Repair and replace lights, poles, wiring, fuses, transformers and other equipment related to the lighting of each field.
 - a. Attempt to maintain at least 75% of the potential lighting for field (based on bulbs per field) during regularly scheduled season.
 - b. The Department will maintain lighting schedules for facilities with automatic lighting system.

- g. The Organization will appoint three (3) officials at the beginning of each calendar year to have access to the automatic light schedule. The Organization is responsible for notifying the City of permission changes throughout the year.

Maintain all field irrigation system(s).

- a. Watering schedules are managed and authorized by the Department.
- b. The Department reserves the right to restrict watering schedules if conditions deem it necessary.
- h. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.

Commented [JZ17]: Already in practice with organizations. 3 business days was not regulated and did not provide good customer service.

6-7. Maintain all turf areas on the fields to include, but not limited to mowing, weed control, fertilization and herbicide spraying.

- i. Department mowing routines allow for mowing of playing surfaces twice a week during scheduled season play.
 - ii. Department mowing routines allow for surrounding grounds mowing once every other week.
 - iii. Mowing routines are subject to change based on field conditions or as deemed necessary by the department.
 - iv. If any organization wants a more frequent mowing routine it becomes their responsibility.
 - a. The Organization must receive prior approval before beginning additional mowing.
 - b. The Organization will be responsible for all damages occurring from additional mowing if damages should occur.
 - v. All additional herbicide, fertilization and overseeding applications will be performed by the Department upon request and with funds provided by the Organization.
- ~~7-8.~~ 8. Furnish trash receptacles and trash liners.
- i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.
- ~~8-9.~~ 8-9. Clean and stock restrooms.
- i. Daily, Monday through Friday, during regularly scheduled season.
 - ii. Saturdays and Sundays when deemed necessary by the Department.
 - iii. Once weekly during off season.
- ~~9-10.~~ 9-10. Maintain all parking areas.
- ~~10-11.~~ 10-11. Provide utility services for facilities including electrical, water and sewer where required.
- ~~11-12.~~ 11-12. The City will supply support poles and an electrical source for scoreboards.
- i. Routine maintenance and repairs to scoreboards becomes the responsibility of the Organization after installation.
- ~~12-13.~~ 12-13. The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- ~~13-14.~~ 13-14. The Department will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.
- ~~14-15.~~ 14-15. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- ~~15-16.~~ 15-16. The Department's obligations under this agreement will be performed as soon as, and to the extent that, budgeted funds and resources are available for performance of its obligations.
- i. All maintenance and repair requests will be addressed in priority order by the Department, to the best of our ability, within 15 business days of written receipt of request.
- ~~16-17.~~ 16-17. The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Face book page.
- ~~17-18.~~ 17-18. The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

Commented [JZ18]: P&R has opened up the usage of or meeting rooms and facilities to better meet the demands from the Sports Organizations.

E. Obligation of Youth Sports Organization

1. To utilize athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in athletic activities.
2. Utilize City facilities for the primary use of citizens living within the incorporated city limits. It is suggested that the Organization prioritize usage of the fields in the following manner
 - i. Recreational league games
 - ii. Select league games
 - iii. League sponsored tournaments
 - iv. Select tournaments
 - v. Third party usage
3. The Organization shall furnish the Department an annual report, by October 31st of each year, which includes the total number of participants, and any other information requested by the Department.
4. To seek approval from the Department for any capital improvement projects for athletic facilities.
5. To seek approval from the Department for advertising permitted at athletic facilities.
6. The Organization is obligated to provide the City with a schedule of all City facility usage. This is to include, but not limited to schedules for, games, tournaments, and league ceremonies. Schedules are due quarterly (January 1st, April 1st, July 1st, October 1st).
7. The Organization agrees NOT to expand schedules, length of league play, number of tournaments nor add seasons without prior written approval from the City.
- 6-8. Usage of facilities from December 15 through February 1 and June 15 through August 1 may result in a breach of contract.
- 7-9. The Organization shall at all times during the term of this agreement maintain, in effect general public liability insurance covering the Organization's program(s) at the facility against claims for personal injury, death or damage to property to the limit of not less than one-million (\$1,000,000). The City shall be named as additional insured on such policy and shall be entitled to thirty (30) day notice of cancellation or changes of any kind regarding such insurance and certificates of insurance shall be provided to the City prior to the agreement becoming valid.
- 8-10. By the execution of this agreement, the Organization does hereby indemnify and hold harmless the City and its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description, including all expenses of litigation, court cost and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act by the Organization or its agents, volunteers or employees in the use of the facilities as set forth in the agreement.
- 9-11. All Board of Directors elections shall be conducted as prescribed by the Organization's by-laws. The election of offices shall be open to any and all qualified individuals. The Organization shall provide public notice of all Board of Directors elections. Notice shall be posted prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date.
 - i. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.

Commented [JZ19]: The P&R department will be able to regulate this number more efficiently.

Commented [JZ20]: The P&R department has designated these months at maintenance months. Permission must be obtain for usage during this time.

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Commented [JZ21]: Based on the results of the Soccer Request for Proposal; this item may need to be removed or revised.

~~10.12.~~ Each Organization is deemed responsible for the conduct of its participants, coaches and spectators. The Department can require an organization to hire an off duty officer for security if they feel it is in the best interest of the City.

~~11.13.~~ It shall be the Organization's responsibility to ensure that no alcoholic beverages are permitted on the premises, per City Ordinance. This policy is to be inclusive of any individual under the influence of alcohol. League officials will request any such person to leave the premises and if necessary contact the Police.

~~12.14.~~ The use of tobacco products such as cigars, cigarettes, smokeless tobacco and pipes is prohibited in all indoor City property venues including, but not limited to, the building entrance and exit ways. Tobacco use is allowed in designated areas which will be clearly marked with signage and markings.

~~13.15.~~ During the term of this agreement the Organization shall operate its own concession stand and all revenues generated from such shall be for the sole and exclusive use of the Organization.

i. The Organization shall furnish and maintain all equipment needed and/or used in the concession stand. The Organization shall abide and comply by all city, county and state health and fire code requirements.

ii. It shall be the responsibility of the Organization to contact the Harris County Health Department for an annual inspection of the concession stand and to acquire all necessary health code licenses prior to opening for any season.

a. Dependent upon the issue, it shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.

b. It shall be the responsibility of the Organization to provide an annual report to the Department as proof of meeting Harris County Health Department code requirements.

iii. The Organization may sublet its concessions based on the following conditions:

a. Receive written permission to sublet concessions from the Department.

b. Concession contractor will be required to acquire a vendor permit from the Department.

~~14.16.~~ The Organization will be responsible for all game preparations of fields.

i. No one under 16 years of age is allowed to operate any motorized equipment used in field preparation or materials transport, to include but not limited to golf carts, infield groomers, 4-wheelers, riding lawnmowers and motorized vehicles.

~~15.17.~~ The Organization shall report any facility damage, dangerous or unsafe conditions, or unusual or suspicious situations to the Department as soon as possible but no longer than the next business day.

i. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.

~~16.18.~~ The Organization has the right to sell and install signs along the fences and scoreboards of certain designated fields located on the facility. All revenues generated from such use shall be for the sole and exclusive use of the Organization. The Department, before installation, shall approve signs including installation materials and methods.

~~17.19.~~ The Organization shall:

Commented [JZ22]: Health code requirements are extensive and strictly enforced

Commented [JZ23]: Internal form that may be used at P&R discretion.

Commented [JZ24]: Include in softball and baseball. Remove from soccer.

Commented [JZ25]: For safety purpose and for code purposes, this was revised to meet City standards

- i. Prohibit its coaches and players from kicking balls into any fences unless it occurs in the natural course of a game. This policy is also to include surrounding structures and buildings. Failure to enforce this policy may result in the Organization incurring costs associated with the repairs of the fencing, structures and buildings.
 - ii. Be responsible for keeping the area clean of all trash, paper, boxes, cartons, cans, containers, etc. generated by the concessions stand, spectators, or participants. All such items shall be placed in City provided trash receptacles. This includes, but not limited to, all fields, dugouts, restrooms, concession stands, storage areas, commons areas and parking lots.
 - iii. The Organization is responsible for changing out trash bags in trash receptacles if the trash bag is more than half full. Trash bags are to be placed in dumpsters located at each City owned facility.
 - iv. Supply all locks necessary and provide the Department with either code or keys for locks. At their discretion the Organization has the right to lock access gates to protect prepped fields. The City reserves the right to remove any locks as deemed necessary by the Department and at the Organization's expense.
 - v. Supply all scoreboards and maintain all boards including bulb replacement.
 - vi. Keep buildings and rooms clean and free of litter. Storerooms shall be maintained in an orderly and safe condition. Restrooms are not to be used as storerooms for any equipment or supplies.
 - vii. Maintain the premises in a safe and aesthetic manner
- ~~18-20.~~ Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.
- ~~19-21.~~ The Organization shall have at least two identified league officials, over the age of 21, to be on duty at all games to supervise activities and conduct including supervision of parking lots.
- ~~20-22.~~ The Organization shall have an official inspect every field (playing surfaces) prior to the first game each day/night of league play for any safety concerns such as holes in the infield or outfield, secure bases, fences, backstops or anything that might be a hazard.
- i. All corrections shall be made by the Organization prior to the start of the first game and if this cannot be accomplished play will be suspended until the Department is notified and any repairs can be made.
- ~~21-23.~~ The Organization shall have a written "emergency situation" plan in effect. This plan shall include the shelter in-place plans, evacuation plans and routes and all necessary supervisory assignments and duties.
- i. At least one board member shall be assigned as an Emergency Response Officer to be in charge of all procedures, equipment and shall be responsible for the training of all board members, coaches and volunteers.
 - ii. The Organization shall make "emergency situation" response information available to any out of town teams playing in league play, league tournaments or post season play. Such information shall be included in any and all packets or information given to visiting coaches or managers.
- ~~22-24.~~ Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.

Commented [JZ26]: Include in softball and baseball. Remove from soccer.

- i. **The operation of motor vehicles and/or parking vehicles on turf areas is prohibited by City ordinance. It is the organization's responsibility to make sure all of their officials, coaches, spectators, participants and volunteers are aware of and comply with this ordinance.**

Commented [JZ27]: Renovations to all facilities will address parking issues.

~~23-25.~~ The Organization will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.

- i. The Organization's President, or designated representative, is required to attend all scheduled City sports organization meetings.

~~24-26.~~ The Organization may provide information to be included in promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquee, website and Facebook page.

~~25-27.~~ The Organization is authorized to use a City facility location, dependent on availability, and facility availability :

~~26-28.~~ The Organization should utilize the following recommendations in the event of severe weather:

- i. Postpone or suspend activity if a thunderstorm appears imminent before or during an activity or contest (irrespective of whether lightning is seen or thunder heard) until the hazard has passed. Signs of imminent thunderstorm activity are darkening clouds, high winds, and thunder or lightning activity.
- ii. Have a means of monitoring local weather forecasts and warnings.
- iii. When thunder is heard within 30 seconds of a visible lightning strike, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play for thirty minutes and take shelter immediately.
- iv. Once activities have been suspended, wait at least thirty minutes following the last sound of thunder or lightning flash prior to resuming an activity or returning outdoors.
- v. All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity, without fear of repercussions or penalty from anyone.

F. Tournaments

1. The Department will be notified of all tournaments by the Organization no later than two (2) weeks prior to tournament taking place. **Notification of tournament to include dates, who is hosting the tournament, contact information for tournament host, and who any and all net proceeds benefit.**
2. Organization may allow any teams affiliated with organization to utilize facilities for tournaments beginning **February 1 - June 15 and August 1 – December 15** ~~March 1 – October 31~~ of each year.
3. Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department. The Organization sponsoring such a tournament will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control during the duration of the tournament.
4. Concession operations will remain with the Organization or as authorized through this agreement.
5. All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams and hosting entities.

Commented [JZ28]: Item to be utilized in P&R agreement only.

Commented [JZ29]: Staff is requesting more detailed information to better meet the demands for maintenance purposes

Commented [SS30]: Quest would like to change the dates to January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

Commented [JZ31]: We have addressed this with a flat fee that encumbers all organizational annual usage fees.

G. **Third party Usage**

1. Use of any City facility is restricted to Organizations that are members of and/or affiliated with a Department approved Sports Organization Utilization Agreement.
2. Outside third party usage must be contracted and approved through the Parks and Recreation Department.

a. All Third party usage must carry general liability insurance with limits no less than one (1) million dollars.

a-b. The Organization who has entered into this agreement with the City may not authorize the usage of the facilities to Third Party Users or Organizations without the expressed written consent from the City.

3. The Organizations regular league play, practices and associated events take precedence over all third party team play, practices, games, tournaments and associated events.

4. Facilities for tournaments are available for rental beginning February 1 - June 15 and August 1 - December 15 of each year.

3-i. Usage of facilities from December 15 through February 1 and June 15 through August 1 may result in a breach of contract.

- 4-5. The Association's Board of Directors have the first right of refusal on the availability of fields and dates of all games, practices and tournaments.

- 5-6. Concession operations will remain with the Organization or as authorized through this agreement.

- i. Third Party user may bring in their own private concessions vendor, but not utilize on site concession facility without prior approval from the organization and the Parks and Recreation Department.
- ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.

- 6-7. Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.

- 7-8. All policies and regulations that apply to the Organization listed in the lease agreement apply to all.

- 8-9. The City may allow third party users to utilize facilities for practices, games and tournaments beginning February 1 - June 15 and August 1 - December 15 ~~March 1 - October 31~~ of each year.

- i. If approved by the Parks and Recreation Department, facilities may be utilized outside of the scheduled use.

- 9-10. The Department will receive notification of third party usage of facilities no later than two (2) weeks prior to utilization for tournaments and games. Practices are subject to availability and approval of by the Department until 12:00 pm on day of rental.

11. Payments: The City will receive from the third party renter payment prior to usage.

12. **Field Rental Costs (RESIDENTS/NON-TOURNAMENT USAGE):**

Field Usage: \$25 for 2 hours

Tournament usage: \$25 per hour per field

Deposit: \$250

Field Lights: \$10 hour per field

Commented [JZ32]: P&R has addressed field usage from third party users via a formal rental process.

Commented [JZ33]: Added to assist with the regulation of the contract.

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Commented [SS34]: Quest would like to change the dates to January 2 - December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

Commented [JZ35]: Current P&R policy

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Commented [JZ36]: Fee schedule added that is consistent with the current P&R department field rental fees.

13. Field Rental Costs (NON-RESIDENT USAGE):

Field Usage: \$50 for 2 hours

Deposit: \$250

Field Lights: \$10 hour per field

14. Field Rental Costs (THIRD PARTY TOURNAMENT USAGE):

Field Usage: \$250 per field per day

Tournament deposit: \$500

Field Lights: \$10 hour per field

10.

H. Rain-out Policy

1. Organization must abide by the City adopted Rain-out Policy dated August 1, 2016 (Exhibit A).

I. Default

1. If any event of default of any of the obligations or in the performance of any of the terms, conditions, or provisions of any instrument or document evidencing the obligations secured by this agreement or in the performance of any covenant contained herein shall occur; then the following course of action shall be taken:

- i. Documentation and discussion with the organization of non-compliance from the Parks and Recreation Department.
- ii. Written notice of non-compliance from the Parks and Recreation Department.
- iii. Second written notice of non-compliance from the Parks and Recreation Department with stipulation requiring corrective action within in thirty (30) days of issuance.
- iv. Failure to take corrective actions after the second written notice of non-compliance will result in a staff discussion with City of Deer Park Administration.
- v. Recommended course of action from City of Deer Park Administration may be presented to the Parks and Recreation commission by staff should a suitable solution not be determined.
- vi. Parks and Recreation Commission will recommend to City Council a suitable course of action.
- vii. City Council will make a recommendation up to possible termination of the Sports Organization Utilization Agreement.

Annual Report Attachments:

1. Current Copy of board approved Organization constitution and by-laws.
2. Proof of Insurance.
3. List of current officers and Board of Directors.
4. Proposed annual calendar of events.
5. Copies of all receipts for any current agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment for current agreement.

Commented [JZ37]: Fee schedule added that is consistent with the current P&R department field rental fees.

Commented [JZ38]: Fee schedule added that is consistent with the current P&R department field rental fees.

Commented [JZ39]: Recommendation from the PARC at the November 5, 2018 meeting.

Commented [JZ40]: There is an existing P&R field rental policy in place.

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Commented [JZ41]: Formal Default policy established and added to contract

6. If requesting, written contribution request in lieu of payment.
7. Signed copy of Lease Agreement for each athletic complex associated with this agreement.

Facility Usage

The following facilities will be used for this contractual agreement:

1. Two (2) fields located at Dow Park Athletic Complex
2. Six (6) fields located at Deer Park Soccer Complex (upon completion)
3. The Concession/Restroom/Meeting/Storage at Dow Park Athletic Complex
4. The Concession/Restroom/Meeting/Storage at Deer Park Soccer Complex
5. Multi-purpose field located at the Adult Sports Complex (If needed and with written approval from Parks and Recreation Department)
6. —

In case any one or more of the provisions contained in this agreement shall for any reason be held 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.

Nothing in this agreement shall be construed to make the City or its respective agents or representatives liable in situations it is otherwise immune from liability.

Each party represents to the other that the individual signing this agreement below has been duly authorized to do so by its respective governing body and that this agreement is binding and enforceable as to each party.

I have read and I understand the policies and regulations stated herein and agree to abide by them. Failure to abide by these policies and/or regulations may be cause for the revocation of the agreement.

The City of Deer Park enters an agreement with: _____ for the sole purpose of playing games and/or tournaments and related activities upon the above agreement, terms and conditions, that certain tract(s) of land in the City of Deer Park, Harris County, Texas to wit:

The City of Deer Park, Texas _____ located in _____ in said city. This agreement shall be effective from January 1, 20__ through December 31, 20__ but may be sooner.

Signed in duplicate, this _____ day of _____ 20__.

Authorized organization:

Name: _____

Signature: _____

Park Board Chairman:

Name: _____

Parks and Recreation Department Director

Name: _____

Signature: _____

City of Deer Park Mayor

Name: _____

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Signature: _____

Signature: _____

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EXHIBIT A

Deer Park Athletic Field

Rain-out Policy

Practices and games will be held, as long as conditions are safe for participants and do not violate our rules or park guidelines. As a standard, the City of Deer Park will do our best to alert the leagues and rentals via email or phone call with as much notice as possible on practice/game day should fields be unplayable. Please keep in mind that Park closures and practice/game cancellations are determined by the City of Deer Park Parks and Recreation Department which reserves the right to cancel practices/games at any time depending on the current weather and field conditions.

Please call 281-478-2099 for a recorded message that will provide information in reference to Rainouts and Cancellations during the week after 3:00pm or visit the City of Deer Park Athletics Website at: www.deerparktx.gov/athletics for status updates. City of Deer Park staff will work with league officials, citizen field rentals, and tournament directors when making decisions on field conditions and the playability of fields at the various athletic sports complexes. League and tournament officials make the final call if their event will play or not based on 1) current weather conditions and 2) if the fields have not been previously closed by the City of Deer Park.

City of Deer Park Athletic Sports Complexes - Determining Field Playability

Standing water occurs because the ground is saturated. Removing standing water does not eliminate the saturation. It is the saturation, and not standing water, that causes damage and unsafe conditions. Determining the playability of an athletic field is crucial to the continued health of the turf and the sustainability of the field throughout the season. More importantly, determining the playability is vital to the safety and best interests of the participants and patrons to the City of Deer Park athletic sports complexes. The Department will close its athletic fields if City of Deer Park staff determines that fields are too wet for play, or if other issues arise that would compromise patron safety.

League officials have the responsibility to close fields for play when safety and/or field damage is possible.

An athletic field should be considered closed for play if any part of the field becomes unsafe for field users or if conditions exist where use will cause damage to the field.

An athletic field should be considered closed if any of the following conditions exist:

1. There is standing water present on any part of the field that cannot be removed without causing damage to the field.
2. There are muddy conditions present that will not dry by the start of the game.
3. While walking on the field water can be seen or heard with any footstep.
4. If water gathers around the sole of a shoe or boot on any portion of the field.
5. While walking in turf areas any impression of your footprint is left in the surface.
6. While walking on the infield portion of the field, an impression of ½" deep or more is left by a footprint.

Additional reasons for cancelling games:

1. It has rained most of the day of the scheduled game and there is standing water on the field.
2. It has rained for several days prior to the scheduled game and the fields are wet to the point where playing the game will destroy the playing surface.
3. It is raining at the time of the scheduled game and the temperature is low enough to make conditions unbearable for the children.
4. The presence of lightning - 3 strikes and you're out. The first lightning strike will cause a 30 minute delay, with subsequent strikes re-setting the 30 minute delay. Three strikes within 30 minutes will result in cancellation.
5. The potential for severe weather is significant enough that it warrants cancellation for the safety of participants and patrons.

EXHIBIT B

Glossary of Terms

Commented [JZ42]: We have identified several terms and referenced them for better understanding during the Sports organization utilization agreement.

1. **Recognized Organization** – A recognized sports organization with the City of Deer Park is an organization that has been formally **recognized** by City Council as an established sports group within the City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter-local agreement. A recognized organization must have:
 - a. Established structure
 - b. Recommendation from Parks and Recreation Commission
 - c. Approval from City Council
2. **Sports Organization Utilization Agreement**- An agreement to establish a mutual understanding and working relationship between various organizations and the City.
3. **Recreation(al) Play**: An interclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system or rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.
4. **Non-Recreation (al) Play**: Teams and Tournaments that do not meet the established criteria of “Glossary of Terms, Item 3” are to be considered non-recreation(al).
5. **First Right of Refusal** – a contractual right that gives the agreement holder first priority to utilize the facilities according to specified terms in this agreement.
6. **Third Party Usage** - A person or group besides the two primarily involved in the Sports Organization Utilization Agreement.
7. **Parks and Recreation Commission** - Under the supervision of the city manager, the Parks and Recreation Commission shall provide, conduct, and supervise public playgrounds, athletic fields, recreation centers, and other recreational facilities and activities on any property owned or controlled by the city. The commission shall consult, advise, and cooperate with other groups concerned with providing recreation in and for the city.
8. **Capital Improvement Project** - A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.

Commented [JZ43]: Is this the correct term?

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City of Deer Park

Parks and Recreation Department

Sport Organization Utilization Agreement

~~Baseball~~Softball

This agreement for the use of athletic facilities is designed to ensure that athletic facilities owned and/or operated by the City of Deer Park, hereinafter referred to as "City" and the Parks and Recreation Department, hereinafter referred to as "Department", are utilized efficiently and safely. All Deer Park sports programs recognized by the City and all Sports Organizations, hereinafter referred to as "Organization", and are intended to enhance and enrich the interest of our citizens and to promote participation in wholesome recreational activities; in addition to an agreement to share the responsibility of caring, improving, and maintaining the facilities.

In order to establish a mutual understanding and working relationship between various Organizations and the City, the following is agreed to by all parties concerned. The City enters into agreements that will best serve the athletes. Any and all fields can be assigned or reassigned to use by any contracted organization on a yearly basis depending on the participation and needs.

A. Term

1. This agreement shall be for a term of up to one (1) calendar year beginning on the date of full execution hereof concluding on December 31 of each calendar year, unless terminated by either party upon sixty (60) days advanced written notice to the other party. Any Organization that holds a current valid agreement, in compliance with the City, for the use of any athletic facility (ies) for the previous year will have the opportunity to renew that agreement for the following year. Agreements will be taken before City Council annually each December to approve for the following calendar year.

B. Option to renew

1. Renewal of this agreement for an additional term shall be conditioned upon the following terms:
 - i. That a request for renewal be initiated by the signing of a new agreement by the Organization's president, with a copy of the comprehensive annual report, prior to October 31st of each year.
 - ii. That the Organization provide the annual report prior to the start of the season:

Commented [JZ1]: To better meet the needs of the community, this wording was revised

Commented [JZ2]: This has been updated in 2017 and removed in 2018 revisions. See new condensed definitions in Glossy of Terms

Commented [SS3]: March 6, 2017, PARC agreed they wanted to leave the agreement as an annual instead of making it a 5year agreement as requested by Quest.

- a. Copy of approved current constitution and by-laws for Organization.
- b. List of current Organization officers and board members with addresses, phone numbers, and email.
- c. Proposed Organization schedule of events.
- d. Copy of Organization's general liability insurance policy and have the City of Deer Park as additional insured.
- iii. Seek recommendation for approval by City Council from the Parks and Recreation Commission in November of each year.
- iv. Approval by the City Council in December of each year.

Commented [JZ4]: Not previously listed. Added to protect City.

Commented [JZ5]: Identified the formal approval process

C. General Agreements

1. The Organization understands that the City is the sole owner of the facilities and any contribution of services, amenities and cash or donation on the part of the Organization does not imply ownership on behalf of the Organization.
2. Use of City facilities are primarily for the use of citizens living within the incorporated city limits and/or attends a Deer Park ISD school.
3. The Organization is required to provide a minimum service of Recreational League play.
4. It is suggested that the Organization prioritize usage of the fields in the following manner:
 - i. Recreational league games
 - ii. League sponsored tournaments
 - iii. Select league games
 - iv. Select tournaments
 - v. Third party usage
5. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
 - i. 70% of the Recreational League participation must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines.
6. If an Organization does not meet the above criteria, the Organization must provide annually the "Plan of Action" to increase the local participation percentage in an effort to achieve the criteria.
7. All persons within the established boundaries will be offered the opportunity to participate in all the Organization's programs regardless of gender, race, national origin, religion or disability in accordance with present state and federal law.
8. Non-recreational teams who are associated with the league through approved written consent from the Organization's board may utilize facilities at the discretion of the Organization.
 - 7.i. If the Organization has identified non-recreational teams to utilize facilities, than the Organization's In-Lieu of payment will cover those associated cost with the non-recreational team usage.
- 8.9. Organization must operate as a non-profit association, as set forth by the Internal Revenue Service.
 - i. All financial documents and records are subject to audit per request of the City.
 - ii. Only camps or clinics authorized by the City, with all proceeds benefiting the Organization or the City are permitted. The City has first right of refusal.

Commented [JZ6]: Item only listed in baseball and Softball

Commented [JZ7]: This is only listed in this order for baseball and softball. Recreation is priority for Baseball and Softball.

Commented [JZ8]: Recommended organization priority usage list

Commented [JZ9]: Will be managed by P&R department.

Commented [SS10]: March 6, 2017, PARC agreed they would like to keep the 75% requirement and agreed to include the "Plan of Action" allowance for those that do not currently meet the 75%. The PARC did not want to lower the percentage to 60% as requested by Quest.

Commented [JZ11R10]: Due to challenges regulating these percentages; this item was removed

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Commented [JZ12]: The City administers the usage of the facilities outside of the Sports Organization Utilization Agreement.

~~9.10.~~ The Organization WILL NOT collect admission fees nor require the public to pay other charges to attend practice, games or recreational and non-recreational tournaments at City facilities per City ordinance.

~~10.11.~~ Annually, The Organization must submit with the annual agreement renewal either of the following:

- i. In Lieu of proposal for capital improvements to their designated facility in the minimum amount of \$5,000. Capital improvements may consist of, but are not limited to:
 - a. Fence repairs
 - b. Irrigation repairs and installation
 - c. Field grading work
 - d. Concession stand infrastructure
 - e. Field light repairs and installation
 - f. Other items related to sports field improvements
- ii. A payment in the amount of \$5,000 for future projects at the Organizations designated facility.
 - a. Funds will be held in a designated City of Deer Park account.
 - b. It is recommended that funds are used prior to reaching an account balance of \$50,000.
 - c. The City of Deer Park may utilize funds at their discretion with recommendation from the Parks and Recreation Commission and approval from the City Council.

~~11.12.~~ Should the Organization choose to submit an In Lieu of project or payment exceeding the \$5,000 minimum; the following terms would apply:

- i. The difference of the minimum amount can be applied to the following year's agreement.
- ii. Should the Organization decide to make a payment towards a specific capital project, funds can be deferred up to three consecutive (3) years or up to an account balance of \$50,000. Three (3) consecutive years begins at initial deferred payment.
 - a. The specific capital project must be recommended by the Parks and Recreation Commission and presented and approved by City Council at initial deferment.

~~12.13.~~ No construction or alterations may be done on City property/facility without the authorization of the City. Any approved construction will become the sole property of the City at the conclusion of construction and acceptance by the City. All capital improvement projects will go through the relevant formal City process.

~~13.14.~~ Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.

~~14.15.~~ The Organization will not allow any other organization, association or group to use the facility without prior approval of the Parks and Recreation Department.

- i. The City of Deer Park reserve the right to regulate field usage at any time.

~~15.16.~~ Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities. All Board of Directors members and managers are recommended to have completed a current applicable training program from a recognized state or national youth sports association. It is required that all head coaches involved in the league have such up to date training.

Commented [JZ13]: Staff believes this will meet the leagues short expectations of Capital Improvement items.

Commented [JZ14]: New in Lieu of flat fee structure for review

Commented [JZ15]: Capital projects will be put through the standard formal City process for construction.

Commented [JZ16]: P&R has a formal rental process in place

~~16-17.~~ All league officials, coaches, managers, umpires and any other person(s) involved with the Organization's activities shall have a valid personal background check performed annually and with the results being kept in a confidential file by the Board of Directors.

D. Obligation of the City

1. To provide athletic facilities to be utilized efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome athletic activities.
2. To ensure the Organization has first rights of refusal.
3. To oversee, manage, and accept all capital improvement projects for athletic facilities.
4. To approve advertising permitted at athletic facilities.
5. The City reserves the right to close any field for routine maintenance for up to seven consecutive calendar days and will provide the Organization with a minimum of two week's written notice.
 - 4-i. In the event of an emergency maintenance, the City may close the fields with less than two week's written notice to the Organization.

~~5-6.~~ The City will provide maintenance and repairs to athletic facilities and more specifically as follows:

- i. Will prepare all playing surfaces, buildings and grounds on City owned property prior to the beginning of the league season and as deemed necessary by the Department.
 - a. Maintain playing surfaces to include leveling and drainage work deemed necessary by the Department.
 - b. Maintain all, fences, bleachers and gates in a safe and secure condition.
 - c. Maintain structural integrity of concession stands, restrooms and storage buildings including repair or replacement of damaged roofs, doors and windows.
 - d. Make major plumbing repairs for restrooms, sinks, urinals and commodes as deemed necessary by the Department.
 - e. Make major electrical and air conditioning unit repairs as deemed necessary by the Department.
 - f. Paint all structures as deemed necessary by the Department.
 - g. Maintain all area and field lighting. Repair and replace lights, poles, wiring, fuses, transformers and other equipment related to the lighting of each field.
 - a. Attempt to maintain at least 75% of the potential lighting for field or pole during regularly scheduled season.
 - b. The Department will maintain lighting schedules for facilities with automatic lighting system.
 - h. The Organization will appoint three officials at the beginning of each calendar year to have access to the automatic light schedule. The Organization is responsible for notifying the City of permission changes throughout the year. Maintain all field irrigation system(s).
 - a. Watering schedules are managed and authorized by the Department.
 - b. The Department reserves the right to restrict watering schedules if conditions deem it necessary.
 - i. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.

Commented [JZ17]: For reference to the SOUA

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Commented [JZ18]: At times, maintenance may be required to keep fields at playing standards and may take several days to complete maintenance.

Commented [JZ19]: Already in practice with organizations. 3 business days was not regulated and did not provide good customer service.

~~6.7.~~ Maintain all turf areas on the fields to include, but not limited to mowing, weed control, fertilization and herbicide spraying.

- i. Department mowing routines allow for mowing of playing surfaces twice a week during scheduled season play.
- ii. Department mowing routines allow for surrounding grounds mowing once every other week.
- iii. Mowing routines are subject to change based on field conditions or as deemed necessary by the department.
- iv. If any organization wants a more frequent mowing routine, it becomes their responsibility.
 - a. The Organization must receive prior approval before beginning additional mowing.
 - b. The Organization will be responsible for all damages occurring from additional mowing if damages should occur.
- v. All additional herbicide, fertilization and overseeding applications will be performed by the Department upon request and with funds provided by the Organization.

~~7.8.~~ Furnish trash receptacles and trash liners.

- i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.

~~8.9.~~ Clean and stock restrooms.

- i. Daily, Monday through Friday, during regularly scheduled season.
- ii. Saturdays and Sundays when deemed necessary by the Department.
- iii. Once weekly during off-season.

~~9.10.~~ Maintain all parking areas.

~~10.11.~~ Provide utility services for facilities including electrical, water and sewer where required.

~~11.12.~~ The City will supply support poles and an electrical source for scoreboards.

- i. Routine maintenance and repairs to scoreboards becomes the responsibility of the Organization after installation.

~~12.13.~~ The City retains the right and privilege to enter and inspect all buildings and premises at any time.

~~13.14.~~ The Department will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.

~~14.15.~~ The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.

~~15.16.~~ The Department's obligations under this agreement will be performed as soon as, and to the extent that, budgeted funds and resources are available for performance of its obligations.

- i. The Department, to the best of our ability, will address all maintenance and repair requests in priority order.

~~16.17.~~ The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.

~~17.18.~~ The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

Commented [JZ20]: P&R has opened up the usage of or meeting rooms and facilities to better meet the demands from the Sports Organizations.

E. Obligation of Youth Sports Organization

1. To utilize athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in athletic activities.
2. Utilize City facilities for the primary use of citizens living within the incorporated city limits. It is suggested that the Organization prioritize usage of the fields in the following manner
 - i. Recreational league games
 - ii. League sponsored tournaments
 - iii. Select league games
 - iv. Select tournaments
 - v. Third party usage
3. The Organization shall furnish the Department an annual report, by October 31st of each year, which includes the total number of participants, including the number of resident and non-resident participants and any other information requested by the Department.
4. To seek approval from the Department for any capital improvement projects for athletic facilities.
5. To seek approval from the Department for advertising permitted at athletic facilities.
6. The Organization is obligated to provide the City with a schedule of all City facility usage. This is to include, but not limited to schedules for, games, tournaments, and league ceremonies. Schedules are due quarterly (January 1st, April 1st, July 1st, October 1st).
7. The Organization agrees NOT to expand schedules, length of league play, number of tournaments nor add seasons without prior written approval from the City.
8. Usage of facilities from November 1 through January 30 may result in a breach of contract.
9. The Organization shall at all times during the term of this agreement maintain, in effect general public liability insurance covering the Organization's program(s) at the facility against claims for personal injury, death or damage to property to the limit of not less than one-million (\$1,000,000). The City shall be named as additional insured on such policy and shall be entitled to thirty (30) day notice of cancellation or changes of any kind regarding such insurance and certificates of insurance shall be provided to the City prior to the agreement becoming valid.
10. By the execution of this agreement, the Organization does hereby indemnify and hold harmless the City and its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description, including all expenses of litigation, court cost and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act by the Organization or its agents, volunteers or employees in the use of the facilities as set forth in the agreement.
11. All Board of Directors elections shall be conducted as prescribed by the Organization's by-laws. The election of offices shall be open to any and all qualified individuals. The Organization shall provide public notice of all Board of Directors elections. Notice shall be posted prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date.
 - i. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
12. Each Organization is deemed responsible for the conduct of its participants, coaches and spectators. The Department can require an organization to hire an off duty officer for security if they feel it is in the best interest of the City.

Commented [JZ21]: The P&R department will be able to regulate this number more efficiently.

Commented [JZ22]: The P&R department has designated these months at maintenance months. Permission must be obtained for usage during this time. SOFTBALL has asked for a FEBRUARY extension.

~~11.13.~~ It shall be the Organization's responsibility to ensure that no alcoholic beverages are permitted on the premises, per City Ordinance. This policy is to be inclusive of any individual under the influence of alcohol. League officials will request any such person to leave the premises and if necessary contact the Police.

~~12.14.~~ The use of tobacco products such as cigars, cigarettes, smokeless tobacco and pipes is prohibited in all indoor City property venues including, but not limited to, the building entrance and exit ways. Tobacco use is allowed in designated areas which will be clearly marked with signage and markings.

~~13.15.~~ During the term of this agreement the Organization shall operate its own concession stand and all revenues generated from such shall be for the sole and exclusive use of the Organization.

- i. The Organization shall furnish and maintain all equipment needed and/or used in the concession stand. The Organization shall abide and comply by all city, county and state health and fire code requirements.
- ii. It shall be the responsibility of the Organization to contact the Harris County Health Department for an annual inspection of the concession stand and to acquire all necessary health code licenses prior to opening for any season.
 - a. Dependent upon the issue, it shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.
 - b. It shall be the responsibility of the Organization to provide an annual report to the Department as proof of meeting Harris County Health Department code requirements.
- iii. The Organization may sublet its concessions based on the following conditions:
 - a. Receive written permission to sublet concessions from the Department.
 - b. Concession contractor will be required to acquire a vendor permit from the Department.

~~14.16.~~ The Organization will be responsible for all game preparations of fields.

- i. No one under 16 years of age is allowed to operate any motorized equipment used in field preparation or materials transport, to include but not limited to golf carts, infield groomers, 4-wheelers, riding lawnmowers and motorized vehicles.

~~15.17.~~ The Organization shall provide all bases and base stubs, pitching rubbers, marking chalk/paint and application equipment. The installation of pitching rubbers, bases and base stubs are to be installed per the manufactures instructions.

18. At anytime a mechanical batting machine or batting cage is being used, for instruction or practice, an adult league authorized official over the age of 21 must be present to supervise. It shall be the responsibility of the organization to ensure that any league official operating or supervising the use of a mechanical batting machine has been instructed in the proper operation procedures and with all safety precautions.

- i. The Organization maintains first right of refusal on the usage of batting cages at their contracted facilities.

~~16.ii.~~ The Organization is responsible for securing batting cages and maintenance of batting cage nets.

Commented [JZ23]: Health code requirements are extensive and strictly enforced

Commented [JZ24]: Internal form that may be used at P&R discretion.

Commented [JZ25]: Include in softball and baseball. Remove from soccer.

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~~17,19.~~ The Organization shall report any facility damage, dangerous or unsafe conditions, or unusual or suspicious situations to the Department as soon as possible but no longer than the next business day.

- i. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.

~~18,20.~~ The Organization has the right to sell and install signs along the fences and scoreboards of certain designated fields located on the facility. All revenues generated from such use shall be for the sole and exclusive use of the Organization. The Department, before installation, shall approve signs including installation materials and methods.

~~19,21.~~ The Organization shall:

- i. Prohibit its coaches and players from hitting balls into any fences unless it occurs in the natural course of a game. This policy is also to include surrounding structures and buildings. Failure to enforce this policy may result in the Organization incurring costs associated with the repairs of the fencing, structures and buildings.
- ii. Be responsible for keeping the area clean of all trash, paper, boxes, cartons, cans, containers, etc. generated by the concessions stand, spectators, or participants. All such items shall be placed in City provided trash receptacles. This includes, but not limited to, all fields, dugouts, restrooms, concession stands, storage areas, commons areas and parking lots.
- iii. The Organization is responsible for changing out trash bags in trash receptacles if the trash bag is more than half-full. Trash bags are to be placed in dumpsters located at each City owned facility.
- iv. Supply all locks necessary and provide the Department with either code or keys for locks. At their discretion, the Organization has the right to lock access gates to protect prepped fields. The City reserves the right to remove any locks as deemed necessary by the Department and at the Organization's expense.
 - a. Prepped fields are defined as Game-Ready, which includes infields dragged, batter boxes chalked, foul lines chalked and bases placed in their proper locations.
 - b. Organization shall not lock a prepped field more than three (3) hours before the start of a game or tournament.
 - c. Organizations may lock fields during inclement weather when field conditions are not conducive for play.
- v. Fields are to remain open following the conclusion of practices, games and tournaments and are to remain open until permissible by the above conditions. Do all watering of fields as needed and allowed by the Department.
- vi. Supply all scoreboards and maintain all boards including bulb replacement.
- vii. Keep buildings and rooms clean and free of litter. Storerooms shall be maintained in an orderly and safe condition. Restrooms are not to be used as storerooms for any equipment or supplies.
- viii. Maintain the premises in a safe and aesthetic manner, i.e. keep all drags and other equipment stored and inaccessible to children.

Commented [JZ26]: For safety purpose and for code purposes, this was revised to meet City standards

Commented [JZ27]: Include in softball and baseball. Remove from Soccer.

Commented [JZ28R27]: The City will close fields for maintenance purposes of defer to the P&R rain out policy.

Commented [JZ29]: Include in softball and baseball. Remove from soccer.

- ~~20-22.~~ Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.
- ~~21-23.~~ The Organization shall have at least two identified league officials, over the age of 21, to be on duty at all games to supervise activities and conduct including supervision of parking lots.
- ~~22-24.~~ The Organization shall have an official inspect every field (playing surfaces) prior to the first game each day/night of league play for any safety concerns such as holes in the infield or outfield, secure bases, fences, backstops or anything that might be a hazard. All corrections shall be made by the Organization prior to the start of the first game and if this cannot be accomplished play will be suspended until the Department is notified and any repairs can be made.
- ~~23-25.~~ The Organization shall have a written "emergency situation" plan in effect. This plan shall include the shelter in-place plans, evacuation plans and routes and all necessary supervisory assignments and duties.
- i. At least one board member shall be assigned as an Emergency Response Officer to be in charge of all procedures, equipment and shall be responsible for the training of all board members, coaches and volunteers.
 - ii. The Organization shall make "emergency situation" response information available to any out of town teams playing in league play, league tournaments or post-season play. Such information shall be included in any and all packets or information given to visiting coaches or managers.
- ~~24-26.~~ Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
- ~~25-27.~~ **The operation of motor vehicles and/or parking vehicles on turf areas is prohibited by City ordinance. It is the organization's responsibility to make sure all of their officials, coaches, spectators, participants and volunteers are aware of and comply with this ordinance.**
- ~~26-28.~~ The Organization will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.
- i. The Organization's President, or designated representative, is required to attend all scheduled City sports organization meetings.
- ~~27-29.~~ The Organization may provide information to be included in promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.
- ~~28-30.~~ The Organization is authorized to use a City facility location, dependent on availability, and approval from the Parks and Recreation Department. :
- ~~29-31.~~ The Organization should utilize the following recommendations in the event of severe weather:
- i. Postpone or suspend activity if a thunderstorm appears imminent before or during an activity or contest (irrespective of whether lightning is seen or thunder heard) until the hazard has passed. Signs of imminent thunderstorm activity are darkening clouds, high winds, and thunder or lightning activity.
 - ii. Have a means of monitoring local weather forecasts and warnings.
 - iii. When thunder is heard within 30 seconds of a visible lightning strike, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play for thirty minutes and take shelter immediately.

- iv. Once activities have been suspended, wait at least thirty minutes following the last sound of thunder or lightning flash prior to resuming an activity or returning outdoors.
- v. All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity, without fear of repercussions or penalty from anyone.

F. Tournaments

1. The Department will be notified of all tournaments by the Organization no later than two (2) weeks prior to tournament taking place. Notification of tournament to include dates, who is hosting the tournament, contact information for tournament host, and whom any and all net proceeds benefit.
2. Organization may allow any teams affiliated with organization to utilize facilities for tournaments beginning February~~March~~ 1 – October 31 of each year.
3. Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department. The Organization sponsoring such a tournament will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control during the duration of the tournament.
4. Concession operations will remain with the Organization or as authorized through this agreement.
5. All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams and hosting entities.

Commented [JZ30]: Staff is requesting more detailed information to better meet the demands for maintenance purposes

Commented [SS31]: Quest would like to change the dates to January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

G. Third party usage

1. Use of any City facility is restricted to Organizations that are members of and/or affiliated with a City Council approved Sports Organization Utilization Agreement.
2. Outside third party usage must be contracted and approved through the Parks and Recreation Department.
 - a. All Third party usage must carry general liability insurance with limits no less than one (1) million dollars.
 - a-b. The Organization who has entered into this agreement with the City may not authorize the usage of the facilities to Third Party Users or Organizations without the expressed written consent from the City.
3. The Organizations regular league play, practices and associated events take precedence over all third party team play, practices, games, tournaments and associated events.
4. Facilities for tournaments are available for rental beginning March 1 – October 31 of each year.
 - 3-i. Usage of facilities from November 1 through January 30 may result in breach of contract.
- 4-5. The Association's Board of Directors have the first right of refusal on the availability of fields and dates of all games, practices and tournaments.
- 5-6. Concession operations will remain with the Organization or as authorized through this agreement.
 - i. Third Party user may bring in their own private concessions vendor, but not utilize on site concession facility without prior approval from the organization and the Parks and Recreation Department.
 - ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.

Commented [JZ32]: We have addressed this with a flat fee that encumbers all organizational annual usage fees

Commented [JZ33]: P&R has addressed field usage from third party users via a formal rental process.

Commented [JZ34]: Added to assist with the regulation of the contract.

Commented [SS35]: Quest would like to change the dates to January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

Commented [JZ36]: Softball has asked for an extension

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~~6.7.~~ Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.

~~7.8.~~ All policies and regulations that apply to the Organization listed in the lease agreement apply to all.

~~8.9.~~ The City may allow third party users to utilize facilities for practices, games and tournaments beginning March 1 – October 31 of each year.

- i. If approved by the Parks and Recreation Department, facilities may be utilized outside of the scheduled use.

~~9.10.~~ The Department will receive notification of third party usage of facilities no later than two (2) weeks prior to utilization for tournaments and games. Practices are subject to availability and approval of by the Department until 12:00 pm on day of rental.

11. Payments: The City will receive from the third party renter payment prior to usage.

12. Field Rental Costs (RESIDENTS/NON-TOURNAMENT USAGE):

Field Usage: \$25 for 2 hours

Tournament usage: \$25 per hour per field

Deposit: \$250

Field Lights: \$10 hour per field

13. Field Rental Costs (NON-RESIDENT USAGE):

Field Usage: \$50 for 2 hours

Deposit: \$250

Field Lights: \$10 hour per field

14. Field Rental Costs (THIRD PARTY TOURNAMENT USAGE):

Field Usage: \$250 per field per day

Tournament deposit: \$500

Field Lights: \$10 hour per field

~~Field Rental Costs:~~

~~Field Usage: \$25 for 2 hours~~

~~Tournament usage: \$25 per hour per field~~

~~Tournament deposit: \$500~~

~~Field Lights: \$10 hour per field~~

~~10.~~

H. Rain-out Policy

1. Organization must abide by the City adopted Rainout Policy dated August 1, 2016 (Exhibit A).

I. Default

1. If any event of default of any of the obligations or in the performance of any of the terms, conditions, or provisions of any instrument or document evidencing the obligations secured by this agreement or in the performance of any covenant contained herein shall occur; then the following course of action shall be taken:

Commented [SS37]: Quest would like to change the dates to January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

Commented [JZ38]: Current P&R policy

Commented [JZ39]: There is an existing P&R field rental policy in place.

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Commented [JZ40]: Fee schedule added that is consistent with the current P&R department field rental fees.

Commented [JZ41]: Fee schedule added that is consistent with the current P&R department field rental fees.

Commented [JZ42]: Fee schedule added that is consistent with the current P&R department field rental fees.

Commented [JZ43]: Recommendation from the PARC at the November 5-2018 meeting.

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Commented [JZ44]: Fee schedule added that is consistent with the current P&R department field rental fees.

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Commented [JZ45]: Formal Default policy established and added to contract

- i. Documentation and discussion with the organization of non-compliance from the Parks and Recreation Department.
- ii. Written notice of non-compliance from the Parks and Recreation Department.
- iii. Second written notice of non-compliance from the Parks and Recreation Department with stipulation requiring corrective action within in thirty (30) days of issuance.
- iv. Failure to take corrective actions after the second written notice of non-compliance will result in a staff discussion with City of Deer Park Administration.
- v. Recommended course of action from City of Deer Park Administration may be presented to the Parks and Recreation commission by staff should a suitable solution not be determined.
- vi. Parks and Recreation Commission will recommend to City Council a suitable course of action.
- vii. City Council will make a recommendation up to possible termination of the Sports Organization Utilization Agreement.

Annual Report Attachments:

1. Current Copy of board approved Organization constitution and by-laws.
2. Proof of Insurance.
3. List of current officers and Board of Directors.
4. Proposed annual calendar of events.
5. Copies of all receipts for any current agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment for current agreement.
6. If requesting, written contribution request in lieu of payment.
7. Signed copy of Lease Agreement for each athletic complex associated with this agreement.

Facility Usage

The following facilities will be used for this contractual agreement:

1. ~~Five Six (56) fields located at Minchen Girls Softball Athletic Complex (upon completion)~~
~~The Concession/Restroom building~~
~~Maintenance/Storage buildings located at Minchen Athletic Complex~~
2. ~~Batting cages located at Minchen Athletic Girls Softball Complex~~
~~Six (6) fields located at Spencerview Athletic Complex~~
3. ~~The Concession/Restroom/Meeting room building~~
4. ~~Maintenance/Storage buildings located at Spencerview Athletic Girls Softball Complex~~
5. ~~Three (3) Softball fields located at the Adult Sports Complex (If needed and with written approval from Parks and Recreation Department)~~
~~Batting cages located at Spencerview Athletic Complex~~
~~Three (3) baseball fields located at Dow Park~~
~~The Concession stand and two(2) storage buildings at Dow Park~~
6. ~~Batting cages located at Dow Park~~

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In case any one or more of the provisions contained in this agreement shall for any reason be held 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.

Nothing in this agreement shall be construed to make the City or its respective agents or representatives liable in situations it is otherwise immune from liability.

Each party represents to the other that the individual signing this agreement below has been duly authorized to do so by its respective governing body and that this agreement is binding and enforceable as to each party.

I have read and I understand the policies and regulations stated herein and agree to abide by them. Failure to abide by these policies and/or regulations may be cause for the revocation of the agreement.

The City of Deer Park enters an agreement with: _____ for the sole purpose of playing games and/or tournaments and related activities upon the above agreement, terms and conditions, that certain tract(s) of land in the City of Deer Park, Harris County, Texas to wit:

The City of Deer Park, Texas _____ located in _____ in said city. This agreement shall be effective from January 1, 20__ through December 31, 20__ but may be sooner.

Signed in duplicate, this _____ day of _____ 20__.

Authorized organization: _____ Parks and Recreation Department Director

Name: _____ Name: _____

Signature: _____ Signature: _____

Park Board Chairman: _____ City of Deer Park Mayor

Name: _____ Name: _____

Signature: _____ Signature: _____

EXHIBIT A

Deer Park Athletic Field

Rain-out Policy

Practices and games will be held, as long as conditions are safe for participants and do not violate our rules or park guidelines. As a standard, the City of Deer Park will do our best to alert the leagues and rentals via email or phone call with as much notice as possible on practice/game day should fields be unplayable. Please keep in mind that Park closures and practice/game cancellations are determined by the City of Deer Park Parks and Recreation Department which reserves the right to cancel practices/games at any time depending on the current weather and field conditions.

Please call 281-478-2099 for a recorded message that will provide information in reference to Rainouts and Cancellations during the week after 3:00pm or visit the City of Deer Park Athletics Website at: www.deerparktx.gov/athletics for status updates. City of Deer Park staff will work

with league officials, citizen field rentals, and tournament directors when making decisions on field conditions and the playability of fields at the various athletic sports complexes. League and tournament officials make the final call if their event will play or not based on 1) current weather conditions and 2) if the fields have not been previously closed by the City of Deer Park.

City of Deer Park Athletic Sports Complexes - Determining Field Playability

Standing water occurs because the ground is saturated. Removing standing water does not eliminate the saturation. It is the saturation, and not standing water, that causes damage and unsafe conditions. Determining the playability of an athletic field is crucial to the continued health of the turf and the sustainability of the field throughout the season. More importantly, determining the playability is vital to the safety and best interests of the participants and patrons to the City of Deer Park athletic sports complexes. The Department will close its athletic fields if City of Deer Park staff determines that fields are too wet for play, or if other issues arise that would compromise patron safety.

League officials have the responsibility to close fields for play when safety and/or field damage is possible.

An athletic field should be considered closed for play if any part of the field becomes unsafe for field users or if conditions exist where use will cause damage to the field.

An athletic field should be considered closed if any of the following conditions exist:

1. There is standing water present on any part of the field that cannot be removed without causing damage to the field.
2. There are muddy conditions present that will not dry by the start of the game.
3. While walking on the field water can be seen or heard with any footstep.
4. If water gathers around the sole of a shoe or boot on any portion of the field.
5. While walking in turf areas any impression of your footprint is left in the surface.
6. While walking on the infield portion of the field, an impression of ½" deep or more is left by a footprint.

Additional reasons for cancelling games:

1. It has rained most of the day of the scheduled game and there is standing water on the field.
2. It has rained for several days prior to the scheduled game and the fields are wet to the point where playing the game will destroy the playing surface.
3. It is raining at the time of the scheduled game and the temperature is low enough to make conditions unbearable for the children.
4. The presence of lightning - 3 strikes and you're out. The first lightning strike will cause a 30-minute delay, with subsequent strikes re-setting the 30-minute delay. Three strikes within 30 minutes will result in cancellation.
5. The potential for severe weather is significant enough that it warrants cancellation for the safety of participants and patrons.

EXHIBIT B

Glossary of Terms

1. **Recognized Organization** – A recognized sports organization with the City of Deer Park is an organization that has been formally recognized by City Council as an established sports group within the City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter-local agreement. A recognized organization must have:
 - a. Established structure
 - b. Recommendation from Parks and Recreation Commission
 - c. Approval from City Council
2. **Sports Organization Utilization Agreement**- An agreement to establish a mutual understanding and working relationship between various organizations and the City.
3. **Recreation(al) Play**: An interclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system or rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.

Commented [JZ46]: We have identified several terms and referenced them for better understanding during the Sports organization utilization agreement.

Commented [JZ47]: Is this the correct term?

4. **Non-Recreation (al) Play:** Teams and Tournaments that do not meet the established criteria of “Glossary of Terms, Item 3” are to be considered non-recreation(al).
5. **First Right of Refusal** – a contractual right that gives the agreement holder first priority to utilize the facilities according to specified terms in this agreement.
6. **Third Party Usage** - A person or group besides the two primarily involved in the Sports Organization Utilization Agreement.
7. **Parks and Recreation Commission** - Under the supervision of the city manager, the Parks and Recreation Commission shall provide, conduct, and supervise public playgrounds, athletic fields, recreation centers, and other recreational facilities and activities on any property owned or controlled by the city. The commission shall consult, advise, and cooperate with other groups concerned with providing recreation in and for the city.
8. **Capital Improvement Project** - A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.

DRAFT

LEASE AGREEMENT

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HARRIS §

This Lease Agreement entered into by and between City of Deer Park, hereinafter called *Lessor*, and **DEER PARK SOCCER FC**, hereinafter called *Lessee* (whether one or more).

W I T N E S S E T H:

(1)

Lessor hereby leases, demises and lets unto *Lessee* the following premises, **DOW PARK SOCCER**, located at **709 E. P STREET** (hereinafter sometimes called demised premises) at Deer Park, Harris County, Texas, to be used and occupied as a **CONCESSION, RESTROOMS, MEETING SPACE, AND STORAGE**.

(2)

TERM OF LEASE. The initial term of this lease is for a period of **1** year beginning **JANUARY 1, 2019**, and expiring on **DECEMBER 31, 2019**.

(3)

RENTAL. As rental for the use of the leased premises, *Lessee* agrees to pay to *Lessor* rental to be computed as follows:

(a) A minimum guaranteed annual rental of **\$0 DOLLARS** per year payable in monthly installments of **\$0**.

(b) It is specially agreed and understood that *Lessee's* agreement for usage of the premises shall in no way constitute the *Lessor* as partner in the enterprise of business of *Lessee*, or make *Lessor* in any way responsible for the operation and liabilities of *Lessee*, or give *Lessor* any control of the business or enterprise of *Lessee* conducted on such leased premises.

(4)

SECURITY DEPOSIT. Lessor herewith acknowledges receipt of **\$100 AND NO/100 DOLLARS**, which Lessor is to retain as a security deposit for Lessee's faithful performance of this lease. Lessor is not obligated to apply the deposit on rents or other charges as in arrears or on damages for Lessee's failure to perform the lease. The security deposit, if not applied toward payment of arrearages or damages as herein provided is to be returned to the Lessee when this lease is terminated and after Lessee has vacated the premises and delivered possession to Lessor.

If Lessor repossesses the premises because of Lessee's default or breach, Lessor may apply the deposit on all damages suffered to the date of the repossession and may retain the remainder to apply on such damages as may be suffered thereafter by reason of the default or breach. Lessor shall not be obliged to keep the security as a separate fund, but may mix it with its own funds.

(5)

USE OF PREMISES. The premises covered by this lease, during the continuance of this lease, shall be used by *Lessee* as set out in paragraph (1) hereinabove and for no other purpose without the consent of *Lessor*. The *Lessee* shall comply promptly with all statutes, ordinances, lawful orders and regulations of every governmental authority affecting the use by *Lessee* of the demised premises. *Lessee* may install all equipment necessary to perform *Lessee's* operations.

(6)

CARE OF PREMISES. The *Lessee* shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to the public and shall keep the premises under *Lessee's* control, including the sidewalks adjacent to the premises, clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the leased premises and designated trash and garbage disposal areas. The *Lessee* will not burn any trash of any kind in or about the premises. The *Lessee* shall not use or permit the use of any portion of said premises as sleeping apartments, lodging rooms, or for any unlawful purpose or purposes.

(7)

MAINTENANCE. *Lessor* shall keep the foundation, exterior structure and roof of the leased premises in as good repair and condition as it exists at the beginning of this lease. *Lessee* shall not be called upon to make any other improvements or repairs of any kind upon said premises, and said premises shall at all times be kept in good order, condition and repair by *Lessee*. The premises shall also be kept in a clean, sanitary and safe condition in accordance with the laws of the State of Texas, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other property officers of the governmental agencies having jurisdiction. It is the responsibility of the *Lessee* to inspect leased facilities during the duration of the agreement and report maintenance issues to the *Lessor* as soon as possible.

(8)

IMPROVEMENTS TO PREMISES. All alterations, additions and permanent improvements which may be made or installed by *Lessee* upon the premises shall be the property of the *Lessor* and shall remain upon and be surrendered with the premises as a part thereof, without molestation, disturbance or injury at the termination of this lease, it being specifically understood that all air conditioning, heating and lighting equipment installed in the premises are to remain the property of the *Lessor*. Any linoleum, carpet or other floor covering of a similar character which may be cemented or otherwise affixed to the floor of the herein leased premises

shall be and become the property of the *Lessor*. All alterations, additions and permanent improvements which may be made or installed by Lessee without the written consent of *Lessor*.

(9)

COVENANT TO HOLD HARMLESS. *Lessor* shall be defended and held harmless by *Lessee* from any liability for damages to any person or any third party property in or upon said premises resulting from the negligent acts or omissions of the *Lessee*. It is understood and believed that all property kept, stored or maintained in the leased premises shall be so kept, stored, or maintained at the risk of *Lessee* only. *Lessee* shall not suffer or give cause for the filing of any lien against the herein leased premises.

(10)

PUBLIC LIABILITY INSURANCE. *Lessee* agrees to obtain and maintain at its sole cost and expense public liability insurance and property damage insurance to protect *Lessor* and *Lessee* against loss or damage from the claims of all persons who may be in or on the leased premises by the invitation, consent or sufferance of *Lessee*. Such public liability insurance shall have minimum bodily injury limits of \$100,000.00 for each person and \$300,000.00 for each accident and property damage limits of \$50,000.00 for each accident with respect to any accident with respect to any accident occurring on the leased premises. *Lessee* shall furnish *Lessor* certificates of all insurance coverage.

(11)

CASUALTY INSURANCE. The *Lessee* shall not carry any stock of goods or material or do anything in or about said premises which will in any way tend to increase the insurance rates on said premises. The *Lessee* agrees to pay as additional rental any increase in premium for insurance against loss by fire and extended coverage that may be charged during the term of this lease on the amount of insurance to be carried by *Lessor* on said premises resulting from the business carried on in the leased premises by the *Lessee*, whether or not *Lessor* has consented to the same. If *Lessee* installs any electrical equipment that overloads the lines in the herein leased premises, the *Lessee* shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

(12)

ABUSE OF PLUMBING AND WALLS. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this provision shall be borne by *Lessee*, who shall, or whose employees, agent, invitees, or licensees shall have caused it. *Lessee*, its employees or agent, shall not make, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or iron work without the written consent of *Lessor*.

(13)

ASSIGNMENT. *Lessee* agrees not to assign or in any way transfer this lease, or any estate or interest therein, without the previous written consent of the *Lessor*, and not to sublet said premises or any part thereof or allow anyone to come in with, through, or under it with like consent. *Lessor*, however, may assign, hypothecate or otherwise transfer this lease or any interest therein.

(14)

ACCESS TO PREMISES. *Lessor* shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same.

(15)

SIGNS. The *Lessee* shall not erect or install any exterior window or door signs or advertising media or window or door lettering or placards without the previous consent of *Lessor*. *Lessee* agrees not to use any advertising media that shall be deemed objectionable to *Lessor*, such as loud speakers, phonograph or radio broadcast in a manner to be heard outside of the leased premises. *Lessee* shall not make any alterations, changes or additions in or to said premises without the previous written consent of the *Lessor*.

(16)

LESSEE PARKING. The *Lessee* shall, keep all vehicles parked in designated driveways and parking areas and shall not park their vehicles directly in front of any of the buildings, and *Lessee* agrees that patrons will comply with such reasonable parking regulations as *Lessor* may promulgate for the patrons of all *Lessees* in the facilities where the same are designed to assure the maximum availability of the parking area for the clients, customers, and patients of such *Lessees*.

(17)

DAMAGE. In the case the leased premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended coverage insurance as to become partially or totally untenable, then the *Lessor* may, if he so elects, rebuild and put the same premises in good condition and fit for occupancy within a reasonable time after such total or partial destruction or *Lessor* may give written notice to *Lessee* terminated up to the date of destruction. If *Lessor* elects to repair or rebuild said premises, *Lessor* shall give the *Lessee* notice thereof within thirty (30) days after such damage or destruction of his intention so to do. Upon termination *Lessee's* obligations hereunder shall cease.

(18)

WAIVER. One or more waivers of any covenant or condition by the *Lessor* shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by the *Lessor* to or of any act by the *Lessee* requiring the *Lessor's* consent or approval shall not be deemed to waive or render unnecessary the *Lessor's* consent or approval to or of any subsequent similar act by the *Lessee*.

(19)

NOTICE. Whenever, under this lease, a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to *Lessee* is in writing addressed to *Lessee* at the last known post office address of *Lessee* or at the leased premises and sent by registered mail with postage prepaid, and if such notice to *Lessor* is in writing, addressed to the last known post office address of *Lessor* and sent by registered mail with postage prepaid. The address of:

Lessor: City of Deer Park

Lessee: **DEER PARK SOCCER FC**

to which address, until changed as herein provided, all notices required shall be mailed. It shall be the duty of both parties, upon any change of address, to notify the other party of such change, giving in such notice its or their names and addresses and which notice shall likewise be given by registered mail.

MISCELLANEOUS. The remedies, waivers and limitations on liability set forth in this agreement are exclusively and shall apply regardless of legal theory, negligence, strict liability or breach of contract.

IN WITNESS WHEREOF, the *Lessor* and *Lessee* have executed this Lease Contract in duplicate originals on this the _____ day of _____, 2018.

Lessor:

City of Deer Park

By:_____

Lessee:

*

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared *, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2018.

Notary Public in and for the
State of **TEXAS**

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared *, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2018.

Notary Public in and for the
State of **TEXAS**