



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

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

James Stokes, City Manager
Gary Jackson, Assistant City Manager

Jerry Mouton Jr., Mayor

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

Ordinance # 4122

Resolution # 2019-13

CALL TO ORDER

The 1744th meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Municipal Court Week Proclamation.

[PRO 19-017](#)

Attachments: [Municipal Court Week 2019](#)

PUBLIC HEARINGS

2. Public hearing from the request of 739 Independence Parkway, LLC for a voluntary annexation of four tracts of land totaling 12.0163 acres undeveloped land in the City's ETJ located along the west side of Independence Pkwy and North of State Highway 225 into the Deer Park city limits.

[PH 19-048](#)

Recommended Action: Hear citizen comments for or against the request.

Attachments: [ETJ Independence Pkwy 11.5.19](#)
[739 Independence Parkway LLC Annexation request](#)

COMMENTS FROM AUDIENCE

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

CONSENT CALENDAR

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

3. Approval of minutes of joint meeting on September 23, 2019. [MIN 19-146](#)

Recommended Action: Approval

Department: City Secretary's Office

Attachments: [CDC MW 092319.JOINT CC PARC 9.23.19.pdf](#)

4. Approval of minutes of workshop meeting on October 15, 2019. [MIN 19-163](#)

Recommended Action: Approval

Attachments: [CC MW 101519.pdf](#)

5. Approval of minutes of regular meeting on October 15, 2019. [MIN 19-164](#)

Recommended Action: Approval

Department: City Secretary's Office

Attachments: [CC MR 101519.pdf](#)

6. Approval of tax refund to James Piper in the amount of \$1,130.62 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District. [TAXR 19-081](#)

Recommended Action: Approve the tax refund to James Piper.

Department: Finance

7. Approval of tax refund to James Piper in the amount of \$ 1,091.77 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District. [TAXR 19-082](#)

Recommended Action: Approve the tax refund to James Piper.

Department: Finance

8. Approval of tax refund to James Piper in the amount of \$884.88 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District. [TAXR 19-083](#)

Recommended Action: Approve the tax refund to James Piper.

Department: Finance

9. Approval of tax refund to Ryan K. & Melissa A. Sweezy in the amount of \$598.70 due to a homestead exemption granted by Harris County Appraisal District. [TAXR 19-084](#)

Recommended Action: Approve the tax refund to Ryan K. & Melissa A. Sweezy.

Department: Finance

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10. Approval of tax refund to James Piper in the amount of \$1,186.39 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District. [TAXR 19-085](#)
- Recommended Action:** Approve the tax refund to James Piper.
- Department:** Finance
11. Approval of tax refund to Ryan K. & Melissa A. Sweezy in the amount of \$598.70 due to a homestead exemption granted by Harris County Appraisal District. [TAXR 19-086](#)
- Recommended Action:** Approve the tax refund to Ryan K. & Melissa A Sweezy.
- Department:** Finance
12. Approval of tax refund to Clay Partners in the amount of \$3,783.18 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-087](#)
- Recommended Action:** Approve the tax refund to Clay Partners.
- Department:** Finance
13. Approval of tax refund to Clay Partners in the amount of \$1,845.56 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-088](#)
- Recommended Action:** Approve the tax refund to Clay Partners.
- Department:** Finance
14. Approval of tax refund to Clay Partners 314 in the amount of \$2,021.76 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-089](#)
- Recommended Action:** Approve the tax refund to Clay Partners 314.
- Department:** Finance
15. Approval of tax refund to Clay Partners in the amount of \$1,558.35 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-090](#)
- Recommended Action:** Approve the tax refund to Clay Partners.
- Department:** Finance
16. Approval of tax refund to Clay Partners in the amount of \$1,785.23 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-091](#)
- Recommended Action:** Approve the tax refund to Clay Partners.
- Department:** Finance
17. Approval of tax refund to Clay Partners in the amount of \$615.47 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-092](#)
- Recommended Action:** Approve the tax refund to Clay Partners.
- Department:** Finance
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18. Approval of tax refund to Clay Partners Deerwood Office III LP in the amount of \$7,287.28 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-093](#)
- Recommended Action:** Approve the tax refund to Clay Partners Deerwood Office III LP.
- Department:** Finance
19. Approval of tax refund to Conroe Hospitality LLC in the amount of \$2,448.62 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-094](#)
- Recommended Action:** Approve the tax refund to Conroe Hospitality LLC.
- Department:** Finance
20. Approval of tax refund to Cla CMBS No. 2 LP in the amount of \$1,004.24 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-095](#)
- Recommended Action:** Approve the tax refund to Cla CMBS No. 2 LP.
- Department:** Finance
21. Approval of tax refund to Clay CMBS No. 2 LP in the amount of \$2,119.31 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-096](#)
- Recommended Action:** Approve the tax refund to Clay CMBS No. 2 LP.
- Department:** Finance
22. Approval of tax refund to Clay CMBS No. 2 LP in the amount of \$2,135.15 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-097](#)
- Recommended Action:** Approve the tax refund to Clay CMBS No. 2 LP.
- Department:** Finance
23. Approval of tax refund to Clay CMBS No. 5 LP in the amount of \$812.88 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-098](#)
- Recommended Action:** Approve the tax refund to Clay CMBS No. 5 LP.
- Department:** Finance
24. Approval of tax refund to Michael L. & Karen A. Knight in the amount of \$569.02 due to a homestead granted by Harris County Appraisal District. [TAXR 19-099](#)
- Recommended Action:** Approve the tax refund to Michael L. & Karen A. Knight.
- Department:** Finance
25. Approval of tax refund to James Piper in the amount of \$1,217.55 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District. [TAXR 19-100](#)
- Recommended Action:** Approve the tax refund to James Piper.
- Department:** Finance
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26. Approval of tax refund to Alberto & Claudia L Baez in the amount of \$548.45 due to a homestead exemption granted by Harris County Appraisal District. [TAXR 19-101](#)

Recommended Action: Approve the tax refund to Alberto & Claudia L. Baez.

Department: Finance

27. Acceptance of completion of the Waterline Rehabilitation on Georgia Avenue, East P Street and installation of new 12-inch valves on Center Street. [ACT 19-033](#)

Recommended Action: Staff recommends City Council accept completion of this project.

28. Acceptance of completion of Regency Park Sanitary Sewer Rehabilitation Project. [ACT 19-035](#)

Recommended Action: Staff recommends City Council accept completion of this project.

Department: Public Works

29. Acceptance of the completion of Tyler Technologies INCODE 10 Upgrade Phase I Project [ACT 19-036](#)

Recommended Action: Staff recommends acceptance of Phase I of this project.

Attachments: [Tyler Invoice](#)

[Tyler PSLO](#)

[Tyler Invoice 025274984](#)

30. Acceptance of Quarterly Investment Report for the quarter ended September 30, 2019. [RPT 19-054](#)

Recommended Action: Accept the Investment Report for the Quarter Ended September 30, 2019.

Attachments: [2019 4Q Investment Report](#)

31. Acceptance of the Deer Park Community Development Corporation's quarterly report for the period of July 1, 2019 - September 30, 2019. [RPT 19-055](#)

Recommended Action: Accept the Deer Park Community Development Corporation's quarterly report for the period of July 1, 2019 - September 30, 2019.

Department: City Manager's Office, Finance and Parks & Recreation

Attachments: [DPCDC 4th Q Report Cumulative 102819](#)

32. Authorization to purchase a John Deere 310L Backhoe loader via the Buyboard Contract #515-18 [PUR 19-029](#)

Recommended Action: Recommendation is to approve authorization to purchase a John Deere 310L Backhoe loader via the Buyboard Contract #515-18

Attachments: [John Deere Backup.pdf](#)

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NEW BUSINESS

33. Consideration of and action on a referral to the Planning and Zoning Commission for a Specific Use Permit from the request of Reformation Temple Church to conduct church services at 2033 Pickerton Drive. [SUP 19-008](#)

Recommended Action: Refer to Planning and Zoning to schedule a Public Hearing.

Department: City Secretary's Office

Attachments: [2033 Pickerton \(Reformation Temple Church\)](#)

34. Authorization to purchase through the Buy-Board the services of Fuquay, Inc. for the Jefferson Ave. Drainage Rehabilitation Project. [PUR 19-027](#)

Recommended Action: Authorize staff to purchase through the Buy-Board the services of Fuquay, Inc. for the Jefferson Ave. Drainage Rehabilitation Project.

Department: Public Works

35. Consideration of and action on the authorization to purchase from Vaught Services, Inc., through the TIPS Cooperative Purchasing Program to perform Storm Sewer Rehabilitation on New Orleans St. [PUR 19-028](#)

Department: Public Works

36. Consideration of and action on authorization to purchase a 2019 Freightliner M2-106 (Garbage Truck) for the Sanitation Division through the Houston-Galveston Area Council Cooperative Purchasing Program. [PUR 19-026](#)

Recommended Action: Approve the purchase of a 2019 Freightliner M2-106 (Garbage Truck) for the Sanitation Division through the Houston- Galveston Area Council Cooperative Purchasing Program.

Department: Finance

Attachments: [HGAC Worksheet City of Deer Park 2021 M2-106 Rear Loader - Sanitation](#)
[Deer Park DP5000 10-14-19 - Sanitation](#)
[City of Deer Park 2021 M2-106 Freightliner Rear Loader - Sanitation](#)

37. Authorization to seek bids to obtain lease-purchase financing for a new 2019 Freightliner M2-160 Garbage Truck for the Sanitation Division. [AUT 19-057](#)

Recommended Action: Authorize the City to seek bids to obtain lease-purchase financing for a new 2019 Freightliner M2-160 Garbage Truck for the Sanitation Division.

Department: Finance

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38. Consideration and action on purchasing a Heating, Ventilation and Air Conditioning Building Automation System and Outside Air and Return Air Dampers for the Deer Park Police Department from Johnson Controls through the TIPS (The Interlocal Purchasing System) (CCPD Funded). [PUR 19-024](#)

Recommended Action: Approve purchase.

Department: Crime Control District

Attachments: [City of Deer Park Police Station - JCI Controls Proposal rev04 \(2-20-2019\)](#)

39. Consideration of and action on authorization to purchase a 2019 Ford F-550 Chassis 4x2 SD Regular Cab with a Versa Lift SST-40-EIH (40 ft. telescopic aerial platform lift) through the BuyBoard Cooperative Purchasing Program. [PUR 19-025](#)

Recommended Action: Authorization to purchase a 2019 Ford F-550 Chassis 4x2 SD Regular Cab with a Versa Lift SST-40-EIH (40 ft. telescopic aerial platform lift) through the BuyBoard Cooperative Purchasing Program.

Department: Finance

Attachments: [Bucket Truck - Traffic department](#)

40. Authorization to seek bids to obtain lease-purchase financing for a new 2019 Ford F-550 Chassis 4x2 SD Regular Cab with a Versa Lift SST-40-EIH (40 ft. telescopic aerial platform lift) for the Traffic Division. [AUT 19-055](#)

Recommended Action: Authorize the City to seek bids to obtain lease-purchase financing for a new 2019 Ford F-550 Chassis 4x2 SD Regular Cab with a Versa Lift SST-40-EIH (40 ft. telescopic aerial platform lift) for the Traffic Division.

Department: Finance

41. Consideration of and action on entering into an agreement for engineering services for the Rehabilitation of the Pasadena Blvd Ground Storage Tank. [AGR 19-040](#)

Recommended Action: Staff recommends entering into an agreement with Dunham Engineering for a cost of \$65,000 for their services on this project.

Department: Public Works

Attachments: [2018 Pasadena Blvd. GST Rehab LOA](#)

42. Consideration of and action on entering into an agreement with Ardurra Group, LLC for engineering services for installation of residual control systems at the P Street and Avon sites. [AGR 19-039](#)

Recommended Action: Staff recommends entering into the agreement with Ardurra Group, LLC.

Department: Public Works

Attachments: [Agreement with Arudra](#)

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43. Consideration of and action on an agreement with Burditt Consultants, LLC [AGR 19-041](#)
for professional services for the development of construction design
services for Phase I of the Hike and Bike Trails (Type B Funded).

Recommended Action: Authorize entering into an agreement with Burditt Consultants, LLC for professional services for the development of construction design services for Phase I of the Hike/Bike Trails project.

Department: Parks & Recreation

Attachments: [Phase 1 Hike and Bike-Trail AGREEMENT FOR ARCHITECTURAL SERVIC](#)

44. Consideration of and action on an agreement with Community Center [AGR 19-042](#)
Preschool for a one year contract extension for school year 2020-2021.

Recommended Action: Approve the one year contract extension with Community Center Preschool for school year 2020-2021.

Attachments: [Signed Preschool Contract renewal 20-21.pdf](#)

45. Consideration of and action on the selection of one of the options for the [AUT 19-054](#)
repair/replacement of the arches/columns at the entrance to the Court and
Theatre Building from Carnes Engineering, Inc.

Recommended Action: Approval of repair option from Carnes Engineering, Inc.

Attachments: [Deer Park Courthouse Inspection Report and Analysis final](#)

46. Consideration of and action on the adoption of a policy regarding [ADT 19-004](#)
fundraisers at Parks and Recreation Department facilities.

Recommended Action: Approve the adoption of a policy regarding fundraisers at Parks and Recreation Department facilities.

Attachments: [CITY OF DEER PARKfundraising application](#)

47. Consideration of and action on an ordinance authorizing the issuance and [ORD 19-100](#)
sale of the City of Deer Park, Texas, Certificates of Obligation, Series
2019; levying a tax and providing for the security and payment thereof; and
enacting other provisions relating thereto.

Recommended Action: Approve the ordinance authorizing the issuance and sale of the City of Deer Park, Texas, Certificates of Obligation, Series 2019.

Department: City Manager's Office and Finance

Attachments: [2019 CO - Draft Ordinance 11.05.19](#)

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.

48. Consideration of and action on an ordinance appointing one member of the Crime Control and Prevention District of the City of Deer Park.

[ORD 19-101](#)

Recommended Action: Approve the ordinance.

Department: City Manager's Office

Attachments: [Crime Control and Prevention-1 Member-11-2019](#)

49. Consideration of and action on an ordinance appointing one member of the Fire Control, Prevention and Emergency Medical Services District of the City of Deer Park.

[ORD 19-102](#)

Recommended Action: Approve the ordinance.

Department: City Manager's Office

Attachments: [Appt Fire Control Emergency Medical Service-1 member-Nov 2019](#)

50. Consideration of and action on an ordinance approving revisions to the Leadership and Part Time Employee Pay Range Charts of the City of Deer Park.

[ORD 19-104](#)

Recommended Action: Approval of the ordinance.

Attachments: [Ord-Revised Leadership and Part Time Classification and Pay Scales 11-05-19](#)
[FINAL 19 20 PAY SCALES 10 24 VERSION](#)

ADJOURN

Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board
November 1, 2019

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

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Legislation Details (With Text)

File #: PRO 19-017 **Version:** 1 **Name:**
Type: Proclamation **Status:** Agenda Ready
File created: 10/15/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Municipal Court Week Proclamation.
Sponsors:
Indexes:
Code sections:
Attachments: [Municipal Court Week 2019](#)

Date	Ver.	Action By	Action	Result
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Municipal Court Week Proclamation.

Summary: Recognize Municipal Court Week November 4-8, 2019.

Municipal Court Clerks will be present to receive the proclamation, along with Director of Finance Donna Todd.

Fiscal/Budgetary Impact:



Office of the Mayor

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

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas; and

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court; and

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Deer Park Municipal Court is a state court and its judges are members of the state judiciary; and

WHEREAS, the procedures for the City of Deer Park Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas; and

WHEREAS, the City of Deer Park is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

WHEREAS, Deer Park Municipal Judges are not policy makers for the City of Deer Park but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees; and

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Deer Park Municipal Court in complying with such legal requirements.

NOW, THEREFORE, I, JERRY MOUTON, Mayor of the City of Deer Park, by virtue of the authority vested in me, along with City Council, do hereby proclaim the week of November 4th through November 8th, 2019 as:

"MUNICIPAL COURT WEEK"

In recognition of the fair and impartial justice offered to our citizens by the Municipal Court of Deer Park, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Official Seal of the City of Deer Park to be affixed hereto this fourth Day of November, Two Thousand and Nineteen, A.D.

**Mayor Jerry Mouton
City of Deer Park**



Legislation Details (With Text)

File #: PH 19-048 **Version:** 1 **Name:**
Type: Public Hearing(s) **Status:** Agenda Ready
File created: 10/21/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Public hearing from the request of 739 Independence Parkway, LLC for a voluntary annexation of four tracts of land totaling 12.0163 acres undeveloped land in the City's ETJ located along the west side of Independence Pkwy and North of State Highway 225 into the Deer Park city limits.

Sponsors:

Indexes:

Code sections:

Attachments: [ETJ Independence Pkwy 11.5.19](#)
[739 Independence Parkway LLC Annexation request](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Public hearing from the request of 739 Independence Parkway, LLC for a voluntary annexation of four tracts of land totaling 12.0163 acres undeveloped land in the City's ETJ located along the west side of Independence Pkwy and North of State Highway 225 into the Deer Park city limits.

Summary:

The City has received a petition for voluntary annexation of a four tracts of land totaling 12.0163-acres and a petition for 83 square feet in the City's ETJ located along the west side of Independence Pkwy and North of State Highway 225 into the Deer Park city limits. State law states that after the 5th day but on or before the 30th day after the date the petition is filed, the city council shall hear the petition and the arguments for and against the annexation and shall grant or refuse the petition as the city council considers appropriate. The City Council accepted the petition at the October 15, 2019 Council meeting and scheduled two (2) public hearings on the proposed annexation on November 5, 2019 and December 3, 2019.

Fiscal/Budgetary Impact:

Hear citizen comments for or against the request.

NOTICE OF PUBLIC HEARING

A public hearing of the City Council of the City of Deer Park will
be held at City Hall, 710 East San Augustine Street, on

November 5, 2019 at 7:30 p.m.

December 3, 2019 at 7:30 p.m.

for the purpose of hearing all persons desiring to be heard for or
against the proposed voluntary annexation by the City of Deer
Park, Texas,

of certain property as follows:

***A 12.0163 acres out of
George Ross Survey, Abstract No. A-646, and being a portion of the
certain 108.499 acre tract of land described in a deed from Hampshire
Chemical Corp.***

more fully described in 'Exhibit A' of Ordinance No. 4121.

Copy of the map can be viewed on the website (www.deerparktx.gov) or
available at City Hall.

DATED at Deer Park, Texas this 16th day of October, 2019.

Shannon Bennett, TRMC
City Secretary



October 10, 2019

James Stokes
City Manager
City of Deer Park
710 E. San Augustine
Deer Park, TX 77536

RE: Request for Annexation of +/- 12.0163 acres of Undeveloped Tracts Located along the west side of Independence Pkwy and North of State Highway 225

Dear Mr. Stokes:

Molto Properties LLC, the developer, on behalf of 739 Independence LLC, the property owner, is submitting this petition as a formal request to voluntarily have the above referenced property annexed into the City of Deer Park for commercial development purposes. Similar to our Phase I project annexed earlier this year, the anticipated development consists of an industrial/distribution warehouse building with an estimated total square footage of approximately 171,000 square feet.

We, the developer, are aware that the costs associated with the extension of city water and sanitary sewer service to the site will be our responsibility up to the point deemed appropriate by the City of Deer Park.

The size of the tract under consideration is approximately 12.0163 acres and is reflected on the attached plan shown as "Exhibit A". Further, the site is described by metes and bounds as attached in "Exhibit B".

Attached as "Exhibit C" please find a formal petitions executed by the property owner, which is an entity wholly owned by Molto Properties LLC, including boundary exhibits the metes and bounds for each annexation tract.

Attached as "Exhibit D" please find a recorded copy of the "fee strip" that was acquired by 739 Independence LLC on April 11, 2019. This deed indicates the ownership interest by 739 Independence LLC of a contiguous fee simple interest from the subject property to the Phase I parcel now a part of the City Limits.

Please consider and advise if you need further information in order to process this request. We look forward to working with the City of Deer Park on this exciting project.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Parrish". The signature is stylized with a large, looped "P" and a trailing flourish.

Chad Parrish
Vice President

4A 9707 AC
F#1.5329792.7
#-3008.26 11
F#3 3/75 19
#/LAP

PHASE 2
12.0000 AC.
(522,722 S.F.)

138-429
HAMPSHIRE CHEMICAL CORP
22
GEO SPECIALTY CHEMICALS, INC
C.F. NO. 197006
11-01-2003

PHASE 1
36.9623 AC.
(1,610,078 SQ. FT.)

108-499
WAMPAC CHEMICAL CORP
PO
GEO SPECIALTY CHEMICALS, INC.
CJ RD, 1871005
11-01-2005

GEORGE ROSS SURVEY, A-646

$\Delta = 15^{\circ}45'19''$
 $R = 1089.60'$
 $L = 299.62'$
 $N 9^{\circ} 07' 12'' E = 299.67'$

$\Delta = 15^{\circ}45'32''$
 $R = 1090.60'$
 $L = 299.96'$
 $S 9^{\circ} 07' 06'' W = 299.02'$

194.85°
194.52°
(cm)

11.38" E-2
11.38" W-2
20" R/W
ROADWAY

N 12
S 12
BAYWAY (11)
134 BATTLE

ADVANCE PAPER
MAY 1961

ENCLOSURE
(STATE AG)

[illegible][illegible]

1°17' W-649.34°

1



 01-24-2019 *Daniel E. Kersten*

 DATE DANIEL E. KERSTEN

I HEREBY CERTIFY THAT THIS REPORT
CORRECTLY REPRESENTS THE ACTUAL
CONDITIONS FOUND ON THE GROUND
AT THE TIME OF THE SURVEY.

GENERAL NOTES:
1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM.

2 UNLESS OTHERWISE NOTED ALL COORDINATES ARE IN UTM ZONE 18Q UTM VALUES ARE MAY BE CONVERTED TO SURFACE VALUES BY APPLYING A SCALE FACTOR OF 0.99988797257

WARRIOR WITH SLIT D/S FROM RED W.

PRE-EAN & COMPANY, INC.

BOUNDARY EVALUATION

12.0163 AC. OUT OF THE
GEORGE BOGGS SURVEY

GEORGE ROSS SURVEY		
HARRIS COUNTY, TEXAS		
01-24-2019	1"=100'	JC

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[illegible]

UNRESTRICTED RESERVE "A"
TEDD WAREHOUSE
(C. NO. 87407-HCMR)

100 WAREHOUSE
(F.C. NO. 574807 H.C.M.R.)

LOVES TRAVEL STOPS &
COUNTRY STORES, INC.

PREJEAN & COMPANY, INC. surveying / mapping		LOCATION: IN TRUSS 723-467-4400 5524 WESTERN DRIVE	
BOUNDARY EXHIBIT			
12.0163 AC. OUT OF THE GEORGE ROSS SURVEY, A-646 HARRIS COUNTY, TEXAS			
01-24-2019	1"=100'	JOB NO. 342-15	

Exhibit B

METES AND BOUNDS DESCRIPTION 12.0163 ACRES OUT OF THE GEORGE ROSS SURVEY, A-646 HARRIS COUNTY, TEXAS

All that certain 12.0163 acre tract of land out of the George Ross Survey, A- 646 being a portion of that certain 108.499 acre tract of land described in a deed dated 11-01-2005 from Hampshire Chemical Corp. to GEO Specialty Chemicals, Inc. filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number Y871006, and being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

BEGINING at a found 5/8" iron rod with cap in the west right-of-way line of Independence Parkway (120' wide) marking the northeast corner of said 108.499 acre tract having grid coordinates of Y=13829792.78, X=3209369.15;

THENCE S 02°24'59" E - 1563.64', with said west right-of-way line to a found 5/8" iron rod with cap for corner.

THENCE S 87°09'17" W - 1.00' to a set 5/8" iron rod with cap for corner;

THENCE N 02°24'59" W - 709.90' to a set 5/8" iron rod with cap for corner;

THENCE S 87°16'46" W - 153.87' to a set 5/8" iron rod with cap for corner;

THENCE S 02°39'37" E - 120.07' to a set 5/8" iron rod with cap for corner;

THENCE S 87°15'31" W - 323.08' to a set 5/8" iron rod with cap for corner;

THENCE N 02°51'50" W - 206.39' to a set 5/8" iron rod with cap for angle point;

THENCE N 47°51'31" W - 149.57' to a set 5/8" iron rod with cap for angle point;

THENCE N 02°24'59" W - 593.19' to a set 5/8" iron rod with cap for angle point;

THENCE N 34°11'00" E - 88.56' to a set 5/8" iron rod with cap for angle point;

THENCE N 87°29'30" E - 532.81' to a the POINT OF BEGINNING containing 12.0163 acres, (523,432 square feet) of land more or less
Compiled from survey by:

PREJEAN & COMPANY, INC.
Surveying / Mapping
01-24-2019



PETITION FOR VOLUNTARY ANNEXATION

TO: THE MAYOR AND CITY COUNCIL OF THE CITY OF DEER PARK, TX

The undersigned owners of the hereinafter described tract of land which is vacant and without residents, or on which less than three (3) qualified voters reside. hereby petition your honorable body to extend the present municipal limits so as to include and annex as a part of the City of Deer Park, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every corporation and person owning said land or having an interest in any part thereof.

739 Independence LLC, a Texas limited liability company

By: Molto Properties Fund III LLC, its sole member

By: Molto Properties Fund III GP LLC, its managing member

By: _____

Todd A. Naccarato

Todd A. Naccarato

STATE OF ILLINOIS §

§

COUNTY OF DUPAGE §

This instrument was acknowledged before me by Todd A. Naccarato

_____ and _____ on the 10th day of

October, 2019

Angela W. Wunschel
Notary Public, State of Illinois

My commission expires Sept. 30, 2022

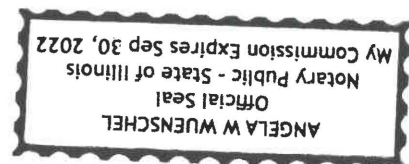


Exhibit "A"

**METES AND BOUNDS DESCRIPTION
12.0163 ACRES OUT OF THE
GEORGE ROSS SURVEY, A-646
HARRIS COUNTY, TEXAS**

All that certain 12.0163 acre tract of land out of the George Ross Survey, A- 646 being a portion of that certain 108.499 acre tract of land described in a deed dated 11-01-2005 from Hampshire Chemical Corp. to GEO Specialty Chemicals, Inc. filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number Y871006, and being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

BEGINING at a found 5/8" iron rod with cap in the west right-of-way line of Independence Parkway (120' wide) marking the northeast corner of said 108.499 acre tract having grid coordinates of Y=13829792 78, X=3209369.15;

THENCE S 02°24'59" E - 1563.64', with said west right-of-way line to a found 5/8" iron rod with cap for corner,

THENCE S 87°09'17" W - 1.00' to a set 5/8" iron rod with cap for corner,

THENCE N 02°24'59" W - 709.90' to a set 5/8" iron rod with cap for corner,

THENCE S 87°16'46" W - 153.87' to a set 5/8" iron rod with cap for corner,

THENCE S 02°39'37" E - 120.07' to a set 5/8" iron rod with cap for corner,

THENCE S 87°15'31" W - 323.08' to a set 5/8" iron rod with cap for corner,

THENCE N 02°51'50" W - 206.39' to a set 5/8" iron rod with cap for angle point,

THENCE N 47°51'31" W - 149.57' to a set 5/8" iron rod with cap for angle point;

THENCE N 02°24'59" W - 593.19' to a set 5/8" iron rod with cap for angle point;

THENCE N 34°11'00" E - 88.56' to a set 5/8" iron rod with cap for angle point;

THENCE N 87°29'30" E - 532.81' to a the POINT OF BEGINNING containing 12.0163 acres (523,432 square feet) of land more or less
Compiled from survey by:

PREJEAN & COMPANY, INC.
Surveying / Mapping
01-24-2019



Exhibit D

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

SPECIAL WARRANTY DEED

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

§

§

GEO SPECIALTY CHEMICALS, INC., an Ohio corporation, hereinafter referred to as "Grantor", whether one or more, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL AND CONVEY to 739 INDEPENDENCE LLC, a Texas limited liability company, hereinafter referred to as "Grantee," whether one or more, whose address is 18W140 Butterfield Road, One Lincoln Center, Suite 750, Oakbrook Terrace, Illinois 60181, that certain one (1) foot wide strip of land located along the westerly right of way line of Independence Parkway in Harris County, Texas, and more particularly described to wit (the "Property"):

See Exhibit A attached hereto.

This conveyance is made and accepted subject to (a) all and singular non-delinquent ad valorem taxes for the current year and for all subsequent years; (b) zoning and building ordinances, codes, rules and regulations, if any; (c) non-delinquent utility district assessments and standby fees, if any, applicable to and enforceable against the Property; (d) non-delinquent maintenance assessment liens, if any, applicable to and enforceable against the Property as shown by the records of the Clerk of Harris County, Texas; (e) any statutory water rights, or the rights or interests of the State of Texas or the public generally in any waters, tidelands, beaches and streams being situated in proximity to the Property; and (f) the matters set forth on Exhibit B attached hereto (the "Permitted Exceptions"), to the extent the same are still in force and effect.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the above named Grantee and Grantee's heirs, successors and assigns forever. Grantor does bind Grantor and Grantor's heirs, successors and assigns to WARRANT AND DEFEND, all and singular, the said Property unto the said Grantee and Grantee's heirs, successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Grantor reserves, however, for Grantor and Grantor's successors and assigns, a perpetual easement on, over, across and under the Property hereby conveyed for vehicular and pedestrian ingress and egress to and from Grantor's land adjoining the Property ("Grantor's Property") and the public right of way adjoining the Property, for the maintenance, installation and repair of utilities serving the Grantor's land adjoining the Property. The aforesaid easement shall include the use by Grantor and Grantor's successors and assigns of the surface and subsurface of the Property and the right to maintain, construct, install and replace improvements such as driveways or sidewalks on the surface of the Property (but Grantor shall not construct any buildings or other material structures upon the Property) and utility lines and drainage or other facilities in the subsurface of the Property in connection therewith the aforesaid uses. Grantor and Grantor's successors and assigns shall also have an easement and right to use the surface of the Property

FILED BY
ALAMO TITLE COMPANY
1808457

RP-2019-146826

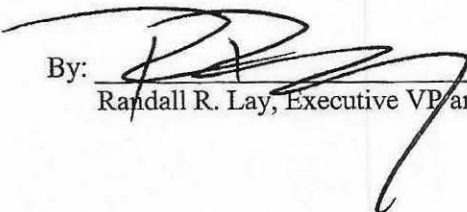
for the maintenance of lawns and other landscaping. The easements reserved unto Grantor and Grantor's successors and assigns herein are appurtenant to and run with Grantor's Property and all portions of it, whether the easement is referenced in any conveyance of Grantor's Property or any portion of it. The easement binds and inures to the benefit of Grantor and Grantor's successors and assigns. Grantor and Grantor's successors and assigns shall have the right to convey to others from time to time the right to use all or part of the easements reserved herein in conjunction with Grantor so long as such further conveyance is subject to the terms set forth herein.

This conveyance is further subject to the reservation set forth on Exhibit C attached hereto and incorporated herein by this reference.

[Signature appears on following page.]

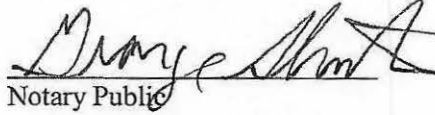
GRANTOR:

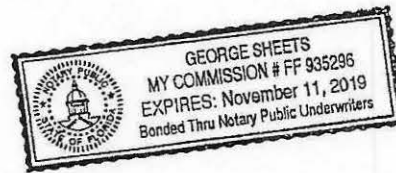
GEO SPECIALTY CHEMICALS, INC.,
an Ohio corporation

By: 
Randall R. Lay, Executive VP and CFO

FLORIDA
STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 02 day of April, 2019, by Randall R. Lay, the Executive VP and CFO of GEO Specialty Chemicals, Inc., an Ohio corporation, on behalf of the corporation.


Notary Public



AFTER RECORDING RETURN TO:
Kris E. Curran, Esq.
Nixon Peabody LLP
70 West Madison, Suite 3500
Chicago, IL 60602

RP-2019-146826

EXHIBIT A

Description of the Property

All that certain 710 square feet tract of land out of the George Ross Survey, A- 646 being a portion of that certain 108.499 acre tract of land described in a deed dated 11-01-2005 from Hampshire Chemical Corp. to GEO Specialty Chemicals, Inc. filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number Y871006, being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

Commencing at a found 1" aluminum disk in the west right-of-way line of Independence Parkway (120' wide) marking the northeast corner of said 108.499 acre tract; THENCE S 02°24'59" E - 853.74', with said west right-of-way line to a set 5/8" iron rod marking the POINT OF BEGINNING of the herein described tract having grid coordinates of Y=13828939.79, X=3209405.15;

THENCE S 02°24'59" E - 709.90', continuing with said west right-of-way line to a set 5/8" iron rod with cap for corner;

THENCE S 87°09'17" W -1.00' to a to a set 5/8" iron rod with cap for corner;

THENCE N 02°24'59" W - 709.90' to a to a set 5/8" iron rod with cap for corner;

THENCE N 87°16'46" E -1.00' to the POINT OF BEGINNING containing 710 square feet, (0.0163 acres) of land more or less.

RP-2019-146826

EXHIBIT B
Permitted Exceptions

1. Taxes and assessments for 2019 and subsequent years.
2. A pipeline right-of-way and easement over and across the subject tract, being granted to Houston Natural Gas Corporation by instrument recorded in Volume 3460, Page 236 of the Deed Records of Harris County, Texas.
3. A pipeline right-of-way and easement 20 feet in width over and across the subject tract, being granted to United Gas Pipe Line Company by instrument recorded under Clerk's File No. C991483 of the Real Property Records of Harris County, Texas.
4. Subject to easements as set forth in instrument recorded under Clerk's File No. H342805 and assignment as reflected in instrument recorded under Clerk's File No. M572663 of the Real Property Records of Harris County, Texas.
5. Easements, Terms, Conditions and Stipulations as set forth in instrument recorded under Clerk's File No. K515255 of the Real Property Records of Harris County, Texas, as affected by instrument recorded under Clerk's File No. K515254 of the Real Property Records of Harris County, Texas.
6. Easements as granted to Houston Lighting and Power Company as set forth and reflected in the instrument recorded under Clerk's File No. M051326 of the Real Property Records of Harris County, Texas.
7. Terms, conditions and stipulations, together with all easements, as set forth and described in that certain Pipeline Right-of-Way and Easement, granted to PRAXAIR, INC., recorded under Harris County Clerk's File No. Y043420.
8. ½ of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in the instrument recorded under Clerk's File No. B-530109 of the Real Property Records of Harris County, Texas, subject to partial waiver of surface rights as set forth in the instrument recorded under Clerk's File No. D349914 of the Real Property Records of Harris County, Texas. Reference to which instrument is here made for particulars.
9. ½ of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in the instrument recorded under Clerk's File No. F425303 of the Real Property Records of Harris County, Texas. Said instrument sets forth specifics under (q) in said instrument, subject to designation of drill sites identical to those referred to in the instrument recorded under Clerk's File No. D349914 of the Real Property Records of Harris County, Texas. Reference to which instrument is here made for particulars.
10. Matters that would be disclosed by survey.

RP-2019-146826

EXHIBIT C
Reservation

The Grantor hereby reserves all of the Mineral Estate (as hereinafter defined) in the Property owned by Grantor. As used herein, "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate includes water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, and the use of the surface of the Property or the use of surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.

RP-2019-146826

RP-2019-146826

RP-2019-146826
Pages 7
04/11/2019 01:21 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$36.00

RECORDERS MEMORANDUM

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

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

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



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS



City of Deer Park

710 E SAN AUGUSTINE
DEER PARK, TX 77536

Legislation Details (With Text)

File #: MIN 19-146 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 10/7/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of minutes of joint meeting on September 23, 2019.
Sponsors: City Secretary's Office
Indexes:
Code sections:
Attachments: [CDC_MW_092319.JOINT CC PARC 9.23.19.pdf](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of minutes of joint meeting on September 23, 2019.

Summary:

Fiscal/Budgetary Impact:

None

Approval

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

CC 79-78
CDC 1-210

Minutes

of

A JOINT WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS, THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION AND PARKS AND RECREATION COMMISSION HELD AT CITY HALL 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON SEPTEMBER 23, 2019 BEGINNING AT 5:45 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON	MAYOR
SHERRY GARRISON	COUNCILWOMAN
TJ HAIGHT	COUNCILMAN
TOMMY GINN	COUNCILMAN
BILL PATTERSON	COUNCILMAN
RON MARTIN	COUNCILMAN
RAE A. SINOR	COUNCILWOMAN

MEMBERS OF DEER PARK COMMUNITY DEVELOPMENT CORPORATION PRESENT:

GEORGETTE FORD	PRESIDENT
LAURA HICKS	VICE PRESIDENT
ERIC RIPLEY	SECRETARY
JEFF LAWTHOR	MEMBER
DOUG BURGESS	MEMBER

MEMBERS OF THE PARKS AND RECREATION COMMISSION PRESENT:

GEORGETTE FORD	CHAIRMAN
JO KIEFER	VICE CHAIRMAN
SHERRY REDWINE	MEMBER
ERIC RIPLEY	MEMBER

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES	CITY MANAGER
GARY JACKSON	ASSISTANT CITY MANAGER
SHANNON BENNETT	CITY SECRETARY
CHARLIE SANDBERG	PARKS & RECREATION DIRECTOR

1. MEETING CALLED TO ORDER – Mayor Mouton opened the meeting on behalf of the City Council, Vice President Georgette Ford opened on behalf of the Deer Park Community Development Corporation and Vice Chairman Jo Kiefer opened on behalf of the Parks and Recreation Commission at 5:45 p.m.
2. THE DEER PARK CITY COUNCIL, THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION AND THE DEER PARK PARKS AND RECREATION COMMISSION WILL DISCUSS POTENTIAL OPTIONS FOR A POSSIBLE NEW COMMUNITY CENTER AND GYMNASIUM, INCLUDING POSSIBLE CONSTRUCTION AND OPERATING COSTS, COST RECOVERY OPTIONS, AND TYPE B FUNDING CAPACITY – Stephen Springs of Brinkley, Sargent, Wiginton Architects, gave a brief history recap of the discussions at the previous meetings pertaining to the Community Center that included the existing conditions of the current facility and the initial development for test fitting under Scenario 1 which would be replacing the building with the same footprint in the same area with an option to add parking and Scenario 2, which was to move the facility to another park. Also discussed was the evaluation of the pool, aquatic options of functions and programs, the lessons learned and best practices from the tours of other municipalities. The options and scenarios that were contemplated and chosen included a therapy pool, indoor track with a second gym and keeping the Earl Dunn Gym. The two options presented were the South Option and the North Option. The South Option's breakdown for a new building site plan is based on feedback that entailed program spaces, administrative spaces, athletic spaces and an indoor pool. The total square footage for a two story building is being proposed at 47,789. The North Option considers building a new smaller community center proposed at 12,000 square feet as the first phase and the second phase would be a new building that would absorb Earl Dunn within the new construction of the building with a total of 46,000 square feet. The estimated construction schedule for the North Option will run approximately 29 months to complete and the South Option will run approximately 24 months to complete. The gymnasium and indoor pool assumptions consists of utilization for both programming and open use. (Exhibit A1-A6)

City Manager James Stokes requested Mr. Springs to advise Council on the difference in cost of tearing down the Earl Dunn to rebuild it versus just renovating the gym, which Mr. Spring explained, would be about the same amount.

Mayor Mouton commented, "Tonight, we really need to come up with a definitive answer of choosing the North Option or the South Option. We have projected numbers, but in all reality, we will have to tweak that as we go along the way with any of these concepts in regards to how we are going to move forward and what we are going to get as an end result. We haven't even started a design so it will be much easier to look at in that perspective at a future date. The optimum objective, in which we only have a window of 4 to 5 months, is to prepare to put this on the ballot for next May to ask the voters to extend the Type B."

Assistant City Manager Gary Jackson gave an overview of the Bond Issuance and several different scenarios on the length on the debt that would be sold. The key elements focused on was the principal of the amount, the years of the debt and the annual operating cost. (Exhibit B1-B6)

Mr. Stokes advised Council, subject to the voters electing for any one of these scenarios to happen, that the Type B Funding does currently have money in the bank that could be used to fund parking for the baseball, soccer and softball fields.

After a lengthy discussion held on the different options, different phases that included pros and cons of the comparisons and the potential ballot language to inform the citizens of the option chosen, it was the consensus of the Council to move forward with the North Option.

Mr. Jackson gave a brief presentation on the cost recovery included in the previous Exhibit A1-A6. Mr. Springs added to the discussion the projected operational expenditures and cost recovery contemplating a new facility or major expansion.

Mayor Mouton commented, "State record shows, that roughly 70% of sales tax is generated outside the City of Deer Park. When asking the voters to approve this, we need to inform them that \$.70 out of every dollar is not coming from inside the incorporated city limits, which makes this option even more viable, in my opinion. We need to make sure we carry that fact in regards to when we're selling it to the community that is it advantageous to look at this as a viable option."

3. THE DEER PARK CITY COUNCIL, THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION AND THE DEER PARK PARKS AND RECREATION COMMISSION WILL DISCUSS THE NEXT STEPS FOR THE COMMUNITY CENTER PROJECT— City Manager James Stokes commented, "I think the next steps should be done before the holidays. We can meet with Mr. Springs and have him come back to show more details about a North Option."

Mr. Springs commented, "Yes, we need to develop a North Option. I would like to be able to do that with a budget target."

After a lengthy discussion, it was the consensus of the Council to have two projected budgetary number options of 31 million and 34 million for the North Option and to invite Mr. Springs to the next meeting for more information on the progression of the proposed north side on Monday, November 11, 2019.

4. ADJOURN – Mayor Mouton adjourned the workshop meeting on behalf of City Council, President Georgette Ford adjourned on behalf of the Deer Park Community Development Corporation and Vice Chairman Jo Kiefer adjourned on behalf of the Parks and Recreation Commission at 6:59 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Mayor
City of Deer Park

Georgette Ford, Vice President
Deer Park Community Development
Corporation

Jo Kiefer, Vice Chairman
Parks and Recreation Commission



City of Deer Park

710 E SAN AUGUSTINE
DEER PARK, TX 77536

Legislation Details (With Text)

File #: MIN 19-163 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 10/29/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of minutes of workshop meeting on October 15, 2019.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_101519.pdf](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of minutes of workshop meeting on October 15, 2019.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON OCTOBER 15, 2019, BEGINNING AT 7:00 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the workshop to order at 7:00 p.m.
2. COMMENTS FROM AUDIENCE – No comments were received.
3. DISCUSSION OF ISSUES RELATING TO THE AFTER-ACTION REVIEW FOR THE INTERCONTINENTAL TERMINALS COMPANY (ITC) FIRE – Emergency Services Director Robert Hemminger gave an overview of the response efforts to identify the best practices, strengths, weaknesses and incorporate lessons learned from it into future Emergency Operations Center (EOC) activities. Mr. Hemminger presented a time line of events pertaining to the ITC Fire that occurred on March 17, 2019, and advised Council of the initial after actions. He continued with detailing actions done well during this and the practices that will continue. Also highlighted were different options of “low hanging fruit” and long range planning. (Exhibits A1-A5)
4. DISCUSSION OF ISSUES RELATING TO THE HALLOWEEN CARNIVAL EVENT – Assistant Public Works Director Jacob Zuniga advised Council of the activities that would be taking place at the Halloween Carnival Event and extended an invitation for the event to the Councilmembers.

Marketing/Technical Coordinator Nicole Garvis presented a video of the City of Deer Park, Parks and Recreation ad that is being played at the local movie theater.

5. RECESS/RECONVENE – Mayor Mouton recessed the workshop meeting at 7:30 p.m. to open the regular meeting and reconvened at 7:30 p.m.
6. DISCUSSION OF ISSUES RELATING TO THE 2019 NATIONAL CYBER SECURITY AWARENESS MONTH PRESENTATION – Information Technology Director James Lewis gave an overview of National Cybersecurity Awareness, which is a collaborative effort between the government and industry to ensure every American has the resources they need to stay safe and secure online while increasing the resilience of the Nation against cyber threats. Held every October, the theme for 2019 is “OWN IT. SECURE IT. PROTECT IT.” National Cybersecurity Awareness Month (NCSAM) 2019 will emphasize the role each individual plays in online safety and stress the importance of taking proactive steps to enhance cybersecurity at home and in the workplace. Mr. Lewis also presented a short informative video about NCSAM 2019.
7. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:38 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



City of Deer Park

710 E SAN AUGUSTINE
DEER PARK, TX 77536

Legislation Details (With Text)

File #: MIN 19-164 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 10/29/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of minutes of regular meeting on October 15, 2019.
Sponsors: City Secretary's Office
Indexes:
Code sections:
Attachments: [CC_MR_101519.pdf](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of minutes of regular meeting on October 15, 2019.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1743rd REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON OCTOBER 15, 2019, AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.
2. RECESS/RECONVENE – Mayor Mouton recessed the regular meeting at 7:30 p.m. and reconvened the meeting at 7:38 p.m.
3. INVOCATION – The invocation was given by Councilman Patterson.
4. PLEDGE OF ALLEGIANCE – Councilman Martin led the Pledge of Allegiance to the United States Flag and led the Texas Flag Pledge.
5. PRESENTATION OF A DONATION FROM THE CITY OF DEER PARK PARKS AND RECREATION'S REINDEER DASH EVENT TO THE DEER PARK OPPORTUNITY CENTER – Athletics/Aquatics Supervisor Lacy Stole gave a brief description of the Opportunity Center and their role in the Community. Ms. Stole presented the Opportunity Center a check in the amount of \$840 from the proceeds of the Reindeer Dash Event.

Opportunity Center representative Chad Burke commented, “Thank you to the City, this is a fantastic donation. I know most of you may know about the Opportunity Center. It is a group that is dedicated to the families and students of Deer Park ISD and the City of Deer Park. It is really focused on this town. The goal is to improve the lives of students and families that

need help within the community. It was founded in 2008, as a reactionary measure for transitional students, or better known as homeless students, in the City to be able to react to them before they fall through the cracks. Over the years the group, with funding like what we are seeing tonight, has provided things like housing, financial support for bills and basic needs. Food, mattresses to get people off the floor, bicycles to get students to school and to get people to their jobs, and just basic transportation. We like to work behind the scenes, and leverage our network of resources. It is a very small but agile and focused group. One hundred percent of the funds that are donated go to the people that are in need. There is no admin cost, it is all voluntary. Our very own Mayor is one of the original Board members as well. We appreciate all the support and the ability to help these families and students in the City.”

6. SPECIAL PRESENTATION - RECOGNITION OF THE WATER AND SEWER MAINTENANCE STAFF – City Manager James Stokes spoke on the compliments and emails from the citizens on the consistency of a “job well done” from the Water and Sewer Maintenance Staff.

Public Works Director Bill Pederson commented, “We really appreciate their hard work and dedication. They provide phenomenal customer service and they respect people’s property when they are working in their backyards. I would like to also recognize Brent Costlow, Assistant Director of Public Works, this department works under him.”

Water and Sewer Maintenance Supervisor Tom Fuller introduced the Water and Sewer Maintenance Staff and commented, “Thank you all again for having us here, we appreciate it. It means a lot to me and it means a lot to the guys.”

7. PROCLAMATION OF NATIONAL CYBER SECURITY AWARENESS MONTH OCTOBER 2019 – Mayor Mouton presented a Proclamation to the Information Technology Director James Lewis, declaring the month of October 2019 as Cyber Security Awareness month. Mr. Lewis gave a summary on Cyber Security and introduced the Information Technology Staff.
8. PUBLIC HEARING FOR THE CITY TO ADOPT STANDARDS OF CARE FOR THE ALL STAR ACTIVITY PROGRAM – The public hearing was opened by the City Secretary reading the Notice of Public Hearing. (Exhibit A)

Mayor Mouton called for those desiring to speak in favor of the adoption of the Standards of Care for the All Star Activity Program. No one spoke.

Mayor Mouton called for those desiring to speak against the adoption of the Standards of Care for the All Star Activity Program. No one spoke.

Mayor Mouton closed the Public Hearing.

9. COMMENTS FROM AUDIENCE – No comments received.

10. AWARDING BID FOR FABRICATION OF THE REINFORCED PLASTIC (FRP) LAUNDER COVERS FOR DEER PARK – WASTE WATER TREATMENT PLANT (WWTP) – Motion was made by Councilman Ginn and seconded by Councilman Patterson to award the bid for fabrication of the reinforced plastic (FRP) launder covers for Deer Park – Waste Water Treatment Plant (WWTP) to Nefco Systems, low bidder in the amount of \$193,600. Motion carried 7 to 0.
11. CONSENT CALENDAR – Motion was made by Councilman Ginn and seconded by Councilman Patterson to approve the consent calendar as follows:
 - a. Approval of minutes of regular meeting on October 1, 2019.
 - b. Approval of tax refund to Underwood Associates in the amount of \$676.38 due to a value decrease granted by Harris County Appraisal District.
 - c. Approval of tax refund to Malone Industrial Machine LLC in the amount of \$641.64 due to a value decrease granted by Harris County Appraisal District.
 - d. Approval of tax refund to Terrell E. & Donna Wooley in the amount of \$823.64 due to a veteran exemption, an over-65 exemption, and a freeze granted by Harris County Appraisal District.
 - e. Approval of tax refund to Mansion Partners LTD in the amount of \$5,459.35 due to a value decrease granted by Harris County Appraisal District.
 - f. Approval of tax refund to Allied Deer Park Bank in the amount of \$1,453.24 due to a value decrease granted by Harris County Appraisal District.
 - g. Approval of tax refund to 3734 Westheimer LTD. in the amount of \$12,752.03 due to a value decrease granted by Harris County Appraisal District.
 - h. Approval of tax refund to Terrell E. & Donna Wooley in the amount of \$898.91 due to a veteran exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.
 - i. Approval of tax refund to Prologis LP in the amount of \$9,773.35 due to a value decrease granted by Harris County Appraisal District.
 - j. Approval of tax refund to Deer Park Apts. LLC in the amount of \$10,620.00 due to a value decrease granted by Harris County Appraisal District.
 - k. Acceptance of completion and final payment for the Battleground Historic Bridge Repair.
 - l. Authorization to ratify an emergency purchase for a replacement pump at the Waste Water Treatment Plant (WWTP) headworks (HW) lift station (LS).

Motion carried 7 to 0.

12. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO PURCHASE A NIMBLE SAN STORAGE DEVICE FROM DATAVOX VIA THE TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) – Motion was made by Councilwoman Garrison and seconded by Councilman Patterson to authorize the purchase of a Nimble SAN storage device from Datavox via the Texas Department of Information Resources (DIR). Motion carried 7 to 0.
13. CONSIDERATION OF AND ACTION ON AMENDMENT NO.4 TO THE AGREEMENT WITH THE DEER PARK CRIME CONTROL PREVENTION DISTRICT (CCPD) FOR CRIME CONROL PREVENTION DISTRICT PERSONNEL, VEHICLES, FACILITIES, EQUIPMENT, INVESTMENTS, AND GRANT ADMINISTRATION – Motion was made by Councilwoman Sinor and seconded by Councilman Martin to approve the amendment No. 4 to the agreement with the Deer Park Crime Control Prevention District (CCPD) for CCPD Personnel, Vehicles, Facilities, Equipment, Investments, and Grant Administration. Motion carried 7 to 0.
14. CONSIDERATION OF AND ACTION ON AMENDMENT NO.4 TO THE AGREEMENT WITH THE DEER PARK FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT (FCPEMSD) FOR FCPEMSD PERSONNEL, VEHICLES, FACILITIES, EQUIPMENT, INVESTMENTS, AND GRANT ADMINISTRATION – Motion was made by Councilman Martin and seconded by Councilman Patterson to approve the amendment No. 4 to the agreement with the Deer Park Fire Control, Prevention and Emergency Medical Services District (FCPEMSD) for FCPEMSD Personnel, Vehicles, Facilities, Equipment, Investments and Grant Administration. Motion carried 7 to 0.
15. CONSIDERATION OF AND ACTION ON THE REQUEST OF 739 INDEPENDENCE LLC. FOR A SPECIFIC USE PERMIT TO CONSTRUCT A BULK WAREHOUSE AT 1155 INDEPENDENCE PARKWAY (12.0163 ACRE TRACT OF LAND OUT OF THE GEORGE ROSS SURVEY, A-646 AND BEING A PORTION OF THE CERTAIN 108.499 ACRE TRACT OF LAND DESCRIBED IN A DEED FROM HAMPSHIRE CHEMICAL CORP) – Motion was made by Councilwoman Garrison and seconded by Councilman Patterson to refer to the Planning and Zoning Commission the request of 739 Independence LLC. for a Specific Use Permit to construct a bulk warehouse at 1155 Independence Parkway (12.0163 acre tract of land out of the George Ross Survey, A-646 and being a portion of the certain 108.499 acre tract of land described in a deed from Hampshire Chemical Corp). Motion carried 7 to 0.
16. CONSIDERATION OF AND ACTION ON THE REFERRAL OF A REQUEST TO ESTABLISH A ZONE DESIGNATION FOR INTENSIVE INDUSTRIAL (M3) DISTRICT PHASE II TO THE PLANNING AND ZONING COMMISSION – Motion was made by Councilwoman Garrison and seconded by Councilman Patterson to authorize and establish a zone designation for Intensive Industrial (M3) District and refer to the Planning and Zoning Commission to schedule a Public Hearing. Motion carried 7 to 0.

17. CONSIDERATION OF AND ACTION ON AN ORDINANCE ACCEPTING OR REFUSING THE PETITION FOR VOLUNTARY ANNEXATION OF 12.0163 ACRES IN THE CITY'S ETJ LOCATED ALONG THE WEST SIDE OF INDEPENDENCE PARKWAY AND NORTH OF STATE HIGHWAY 225 INTO THE DEER PARK CITY LIMITS – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and Councilman Patterson to adopt Ordinance No. 4112, captioned as follows:

AN ORDINANCE ACCEPTING THE PETITION FOR VOLUNTARY ANNEXATION FROM 739 INDEPENDENCE, LLC ON 12.0163 ACRES OF LAND OUT OF GEORGE ROSS SURVEY A-646.

Motion carried 7 to 0.

18. CONSIDERATION OF AND ACTION ON AN ORDINANCE ADOPTING THE STANDARDS OF CARE FOR THE ALL STAR ACTIVITY PROGRAM FOR 2019-2020 DEER PARK INDEPENDENT SCHOOL DISTRICT SCHOOL YEAR – After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Martin to adopt Ordinance No. 4113, captioned as follows:

AN ORDINANCE OF THE CITY OF DEER PARK ADOPTING STANDARDS OF CARE FOR THE CITY'S ALLSTAR ACTIVITY PROGRAM.

Motion carried 7 to 0.

19. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING APPENDIX B, SECTION 74-4, SCHEDULE OF FEES, RATES AND CHARGES PARKS AND RECREATION THEATRE FEES – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Patterson to adopt Ordinance No. 4114, captioned as follows:

AN ORDINANCE AMENDING APPENDIX B–SECTION 74-4 PARKS AND RECREATION THEATRE FEES OF THE CODE OF ORDINANCES OF THE CITY OF DEER PARK.

Motion carried 7 to 0.

20. CONSIDERATION OF AND ACTION ON AN ORDINANCE GRANTING A PIPELINE FRANCHISE TO EXXONMOBIL FOR A TWENTY INCH (20") PIPELINE (THIRD READING) – After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilwoman Sinor to adopt Ordinance No. 4093, captioned as follows:

AN ORDINANCE GRANTING EXXONMOBIL PIPELINE COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS PROPOSED 20-INCH PIPELINE, WHICH

WILL BE INSTALLED ALONG THE SOUTH RIGHT-OF-WAY OF STATE HIGHWAY 225, IN THE CITY OF DEER PARK, HARRIS COUNTY, TEXAS, FOR THE PURPOSE OF TRANSPORTING REFINED PETROLEUM PRODUCTS; PROVIDING FOR A FEE; PROVIDING AN INDEMNITY CLAUSE; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; RESERVING ALL POWERS OF REGULATION; PROVIDING FOR ACCEPTANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY BY FINE OF UP TO \$2,000.00 FOR EACH DAY'S VIOLATION.

Motion carried 7 to 0.

21. CONSIDERATION OF AND ACTION ON AN ORDINANCE ADDING ARTICLE X; SECTION 62-274 THROUGH SECTION 62-282 TO THE CODE OF ORDINANCES PERTAINING TO RIOTS, PROTESTS AND MASS GATHERINGS – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilwoman Sinor to adopt Ordinance No. 4115, captioned as follows:

AN ORDINANCE AMENDING CHAPTER 62; MISCELLANEOUS OFFENSES BY ADDING ARTICLE X; SECTIONS 62-274 THROUGH 62-282.

Motion carried 7 to 0.

22. CONSIDERATION OF AND ACTION ON AN ORDINANCE TO AMEND THE FY 2019-2020 DEER PARK CRIME CONTROL AND PREVENTION DISTRICT BUDGET FOR RECONSTRUCTION OF THE BERM AT THE POLICE DEPARTMENT FIRING RANGE – After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilwoman Sinor to adopt Ordinance No. 4116, captioned as follows:

AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 BUDGET FOR THE DEER PARK CRIME CONTROL AND PREVENTION DISTRICT, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED.

Motion carried 7 to 0.

23. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 GRANTS FUND BUDGET FOR ADDITIONAL GRANT FUNDS – After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Martin to adopt Ordinance No. 4117, captioned as follows:

AN ORDINANCE AMENDING THE 2019-2020 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED.

Motion carried 7 to 0.

24. CONSIDERATION OF AND ACTION ON THE AWARD OF BID FOR THE REPAIRS TO THE POLICE FIREARMS TRAINING FACILITY – Motion was made by Councilman Patterson and seconded by Councilman Haight to award the bid for the repairs to the Police Firearms Training Facility to Jerdon Enterprises L.P., low bidder, in the amount of \$788,788.78.

Assistant City Manager Gary Jackson commented, “This project has been talked about for quite some time. The berms were damaged in Hurricane Harvey and it has been quite a process to maneuver through the federal grant system. The grant funds have been obligated for the project. The way the system will work will be that the bid will be awarded tonight. There were five bids that were reviewed and recommended by the Crime Control District. We would notify the low bidder (Jerdon Enterprises, L.P.) on the bid of \$788,788.78 that they were awarded the bid and we would receive a contract. FEMA has approved \$638,000 as the project number, and would reimburse 90% of that number. However, we had to amend the budget because the bid was more than that. Now, we have to justify to FEMA why their number was not correct. The way you justify that is, we went out for competitive bids, where there were 12 contractors that were interested in the project, but only five contractors bid. That justification to FEMA, they would then theoretically approve the obligation from \$638,000 to \$788,788.78. We have to construct the project, which we expect to be 180 days in duration once the contract starts. Our City Engineer has checked out the references of the company, Jerdon Enterprises of Stafford, Texas. They all came back as good references. We are looking forward to getting this done, but it will be a lengthy process going through the grant program.”

Motion carried 7 to 0.

25. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING FOUR MEMBERS OF THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilwoman Sinor to adopt Ordinance No. 4118, captioned as follows:

AN ORDINANCE APPOINTING FOUR (4) BOARD MEMBERS OF THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION OF THE CITY OF DEER PARK, TEXAS, FOR A TERM OF TWO YEARS.

(Faylene Defrancis, Position 1, Les Ellard, Position 3, Doug Burgess, Position 5, and Georgette Ford, Position 7)

Motion carried 7 to 0.

26. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING THREE MEMBERS OF THE CRIME CONTROL AND PREVENTION DISTRICT OF THE CITY OF DEER PARK – After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilwoman Sinor to adopt Ordinance No. 4119, captioned as follows:

AN ORDINANCE APPOINTING THREE (3) BOARD MEMBERS OF THE CRIME CONTROL AND PREVENTION DISTRICT OF THE CITY OF DEER

PARK, TEXAS; AND DECLARING AN EMERGENCY. (George Pinder, Craig O'Sullivan, and Dianna Taylor)

Motion carried 7 to 0.

27. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING THREE MEMBERS OF THE FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL

SERVICES DISTRICT OF THE CITY OF DEER PARK – After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Patterson to adopt Ordinance No. 4120, captioned as follows:

AN ORDINANCE APPOINTING THREE (3) BOARD MEMBERS OF THE FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT OF THE CITY OF DEER PARK, TEXAS; AND DECLARING AN EMERGENCY. (Charlie Johnson, John Green and Eddie Brashier)

Motion carried 7 to 0.

28. CONSIDERATION OF AND ACTION ON AN ORDINANCE CALLING PUBLIC HEARINGS FOR VOLUNTARY ANNEXATION OF 12.0163 ACRES OF UNDEVELOPED LAND IN THE CITY'S ETJ LOCATED ALONG THE WEST SIDE OF INDEPENDENCE PKWY AND NORTH OF STATE HIGHWAY 225 INTO THE DEER PARK CITY LIMITS – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Martin to adopt Ordinance No. 4121, captioned as follows:

AN ORDINANCE DECLARING THE INTENTION OF THE CITY OF DEER PARK, TEXAS TO INSTITUTE PROCEEDINGS TO ANNEX CERTAIN TERRITORY; CALLING TWO PUBLIC HEARINGS; PROVIDING FOR THE PUBLICATION OF NOTICE OF SUCH HEARINGS BY THE PUBLICATION OF THIS ORDINANCE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW.

Motion carried 7 to 0.

29. CONSIDERATION OF AND ACTION ON A RESOLUTION AUTHORIZING THE CITY'S PARTICIPATION IN THE GOODBUY PURCHASING COOPERATIVE – After a proposed resolution was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Martin to adopt Resolution No. 2019-12, captioned as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS AUTHORIZING THE CITY OF DEER PARK'S PARTICIPATION IN THE GOODBUY PURCHASING COOPERATIVE.

Motion carried 7 to 0.

30. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO PURCHASE ONE (1) FORD F-250 TRUCK, ONE (1) FORD F-150 TRUCK, AND ONE (1) FORD EXCURSION FOR THE FIRE DEPARTMENT, FIRE MARSHAL'S OFFICE AND EMS DEPARTMENT THROUGH THE GOODBUY COOPERATIVE PURCHASING PROGRAM (CONTINGENT UPON THE CITY OF DEER PARK'S RECEIPT OF THE EXECUTED INTERLOCAL PARTICIPATION AGREEMENT FOR THE GOODBUY PURCHASING COOPERATIVE) – Motion was made to authorize the purchase of one (1) Ford F-250 truck, one (1) Ford F-150 truck, and one (1) Ford Excursion for the Fire Department, Fire Marshal's Office and EMS Department through the GoodBuy Cooperative Purchasing Program (Contingent upon the City of Deer Park's receipt of the executed Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative). Motion carried 7 to 0.
31. ADJOURN – Mayor Mouton adjourned the meeting at 8:22 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: TAXR 19-081 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to James Piper in the amount of \$1,130.62 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to James Piper in the amount of \$1,130.62 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.

Summary:

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

James Piper in the total amount of \$1,130.62 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District on the 2016 Correction Roll #35 (Acct. #098-297-000-0003).

Fiscal/Budgetary Impact: None.

Approve the tax refund to James Piper.



Legislation Details (With Text)

File #: TAXR 19-082 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to James Piper in the amount of \$ 1,091.77 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to James Piper in the amount of \$ 1,091.77 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.

Summary:

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

James Piper in the total amount of \$1,091.77 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District on the 2015 Correction Roll #46 (Acct. #098-297-000-0003).

Fiscal/Budgetary Impact: None.

Approve the tax refund to James Piper.



Legislation Details (With Text)

File #: TAXR 19-083 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to James Piper in the amount of \$884.88 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to James Piper in the amount of \$884.88 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.

Summary:

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

James Piper in the total amount of \$884.88 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District on the 2014 Correction Roll #57 (Acct. #098-297-000-0003).

Fiscal/Budgetary Impact: None.

Approve the tax refund to James Piper.



Legislation Details (With Text)

File #: TAXR 19-084 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to Ryan K. & Melissa A. Sweezy in the amount of \$598.70 due to a homestead exemption granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to Ryan K. & Melissa A. Sweezy in the amount of \$598.70 due to a homestead exemption granted by Harris County Appraisal District.

Summary:

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

Ryan K. & Melissa A. Sweezy in the total amount of \$598.70 due to a homestead exemption granted by Harris County Appraisal District on the 2017 Correction Roll #24 (Acct. #119-248-001-0018).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Ryan K. & Melissa A. Sweezy.



Legislation Details (With Text)

File #: TAXR 19-085 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to James Piper in the amount of \$1,186.39 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to James Piper in the amount of \$1,186.39 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.

Summary:

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

James Piper in the total amount of \$1,186.39 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District on the 2017 Correction Roll #24 (Acct. #098-297-000-0003).

Fiscal/Budgetary Impact: None.

Approve the tax refund to James Piper.



Legislation Details (With Text)

File #: TAXR 19-086 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to Ryan K. & Melissa A. Sweezy in the amount of \$598.70 due to a homestead exemption granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to Ryan K. & Melissa A. Sweezy in the amount of \$598.70 due to a homestead exemption granted by Harris County Appraisal District.

Summary:

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

Ryan K. & Melissa A. Sweezy in the total amount of \$598.70 due to a homestead exemption granted by Harris County Appraisal District on the 2018 Correction Roll #13 (Acct. #119-248-001-0018).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Ryan K. & Melissa A Sweezy.



Legislation Details (With Text)

File #: TAXR 19-087 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to Clay Partners in the amount of \$3,783.18 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to Clay Partners in the amount of \$3,783.18 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Clay Partners in the total amount of \$3,783.18 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #13 (Acct. #132-886-000-0004).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Clay Partners.



Legislation Details (With Text)

File #: TAXR 19-088 **Version:** 1 **Name:**

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

File created: 10/23/2019 **In control:** City Council

On agenda: 11/5/2019 **Final action:**

Title: Approval of tax refund to Clay Partners in the amount of \$1,845.56 due to a value decrease granted by Harris County Appraisal District.

Sponsors: Finance

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to Clay Partners in the amount of \$1,845.56 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Clay Partners in the total amount of \$1,845.56 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #13 (Acct. #132-886-000-0009).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Clay Partners.



Legislation Details (With Text)

File #: TAXR 19-089 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to Clay Partners 314 in the amount of \$2,021.76 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to Clay Partners 314 in the amount of \$2,021.76 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Clay Partners 314 in the total amount of \$2,021.76 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #13 (Acct. #132-886-000-0028).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Clay Partners 314.



Legislation Details (With Text)

File #: TAXR 19-090 **Version:** 1 **Name:**

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

File created: 10/23/2019 **In control:** City Council

On agenda: 11/5/2019 **Final action:**

Title: Approval of tax refund to Clay Partners in the amount of \$1,558.35 due to a value decrease granted by Harris County Appraisal District.

Sponsors: Finance

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to Clay Partners in the amount of \$1,558.35 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Clay Partners in the total amount of \$1,558.35 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #13 (Acct. #135-149-001-0001).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Clay Partners.



Legislation Details (With Text)

File #: TAXR 19-091 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to Clay Partners in the amount of \$1,785.23 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to Clay Partners in the amount of \$1,785.23 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Clay Partners in the total amount of \$1,785.23 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #13 (Acct. #135-149-001-0002).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Clay Partners.



Legislation Details (With Text)

File #: TAXR 19-092 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to Clay Partners in the amount of \$615.47 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to Clay Partners in the amount of \$615.47 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Clay Partners in the total amount of \$615.47 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #13 (Acct. # 135-149-001-004).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Clay Partners.



Legislation Details (With Text)

File #: TAXR 19-093 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to Clay Partners Deerwood Office III LP in the amount of \$7,287.28 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to Clay Partners Deerwood Office III LP in the amount of \$7,287.28 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Clay Partners Deerwood Office III LP in the total amount of \$7,287.28 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #13 (Acct. #137-801-001-0001).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Clay Partners Deerwood Office III LP.



Legislation Details (With Text)

File #: TAXR 19-094 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to Conroe Hospitality LLC in the amount of \$2,448.62 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to Conroe Hospitality LLC in the amount of \$2,448.62 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Conroe Hospitality LLC in the total amount of \$2,448.62 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #13 (Acct. #023-144-000-9005).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Conroe Hospitality LLC.



Legislation Details (With Text)

File #: TAXR 19-095 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to Cla CMBS No. 2 LP in the amount of \$1,004.24 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to Cla CMBS No. 2 LP in the amount of \$1,004.24 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Cla CMBS No. 2 LP (*note: "Cla" is the correct spelling*) in the total amount of \$1,004.24 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #13 (Acct. #125-102-001-0003).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Cla CMBS No. 2 LP.



Legislation Details (With Text)

File #: TAXR 19-096 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to Clay CMBS No. 2 LP in the amount of \$2,119.31 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to Clay CMBS No. 2 LP in the amount of \$2,119.31 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Clay CMBS No. 2 LP in the total amount of \$2,119.31 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #13 (Acct. #125-102-001-0006).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Clay CMBS No. 2 LP.



Legislation Details (With Text)

File #: TAXR 19-097 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to Clay CMBS No. 2 LP in the amount of \$2,135.15 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to Clay CMBS No. 2 LP in the amount of \$2,135.15 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Clay CMBS No. 2 LP in the total amount of \$2,135.15 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #13 (Acct. #125-102-001-0008).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Clay CMBS No. 2 LP.



Legislation Details (With Text)

File #: TAXR 19-098 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to Clay CMBS No. 5 LP in the amount of \$812.88 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to Clay CMBS No. 5 LP in the amount of \$812.88 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Clay CMBS No. 5 LP in the total amount of \$812.88 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #13 (Acct. #132-886-000-0010).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Clay CMBS No. 5 LP.



Legislation Details (With Text)

File #: TAXR 19-099 **Version:** 1 **Name:**

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

File created: 10/23/2019 **In control:** City Council

On agenda: 11/5/2019 **Final action:**

Title: Approval of tax refund to Michael L. & Karen A. Knight in the amount of \$569.02 due to a homestead granted by Harris County Appraisal District.

Sponsors: Finance

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to Michael L. & Karen A. Knight in the amount of \$569.02 due to a homestead granted by Harris County Appraisal District.

Summary:

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

Michael L. & Karen A. Knight in the total amount of \$569.02 due to a homestead granted by Harris County Appraisal District on the 2018 Correction Roll #13 (Acct. #114-716-002-0005).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Michael L. & Karen A. Knight.



Legislation Details (With Text)

File #: TAXR 19-100 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to James Piper in the amount of \$1,217.55 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to James Piper in the amount of \$1,217.55 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.

Summary:

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

James Piper in the total amount of \$1,217.55 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District on the 2018 Correction Roll #13 (Acct. #098-297-000-0003).

Fiscal/Budgetary Impact: None.

Approve the tax refund to James Piper.



Legislation Details (With Text)

File #: TAXR 19-101 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Approval of tax refund to Alberto & Claudia L Baez in the amount of \$548.45 due to a homestead exemption granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Approval of tax refund to Alberto & Claudia L Baez in the amount of \$548.45 due to a homestead exemption granted by Harris County Appraisal District.

Summary:

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

Alberto & Claudia L. Baez in the total amount of \$548.45 due to a homestead exemption granted by Harris County Appraisal District on the 2018 Correction Roll #13 (Acct. #138-485-001-0006).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Alberto & Claudia L. Baez.



Legislation Details (With Text)

File #: ACT 19-033 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 10/21/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Acceptance of completion of the Waterline Rehabilitation on Georgia Avenue, East P Street and installation of new 12-inch valves on Center Street.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Acceptance of completion of the Waterline Rehabilitation on Georgia Avenue, East P Street and installation of new 12-inch valves on Center Street.

Summary: The services of SKE Construction were purchased, through the buy board, to perform the Waterline Rehabilitation on Georgia Avenue, East P and installation of new 12-inch valves on Center Street. This project was needed due to multiple line breaks of the dated existing pipe on Georgia and P Street and installation of new 12" valves to help isolate the main line so that less businesses are effected during waterline shutoffs. The work has been completed at a cost of \$390,100.71 and is now ready for City Council Acceptance.

Fiscal/Budgetary Impact: This projected was funded out of water/sewer contingency funds (2018-2019 Fiscal Year)

Staff recommends City Council accept completion of this project.



Legislation Details (With Text)

File #: ACT 19-035 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 10/21/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Acceptance of completion of Regency Park Sanitary Sewer Rehabilitation Project.
Sponsors: Public Works
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Acceptance of completion of Regency Park Sanitary Sewer Rehabilitation Project.

Summary: The services of IPR Construction & Rehab, LLC were purchased through the Cooperative Purchasing program, to perform the Regency Park Sanitary Sewer Rehabilitation Project. This project was needed due to multiple line breaks and sanitary line collapses. The work has been completed at a cost of \$345,275.60 and is now ready for City Council Acceptance.

Fiscal/Budgetary Impact: This projected was funded out of water/sewer funds (2018-2019 Fiscal Year).

Staff recommends City Council accept completion of this project.



Legislation Details (With Text)

File #: ACT 19-036 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 11/5/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Acceptance of the completion of Tyler Technologies INCODE 10 Upgrade Phase I Project
Sponsors:
Indexes: Comprehensive Planning
Code sections:
Attachments: [Tyler Invoice](#)
[Tyler PSLO](#)
[Tyler Invoice 025274984](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Acceptance of the completion of Tyler Technologies INCODE 10 Upgrade Phase I Project

Summary:

The City has been using Tyler Technologies INCODE software for Financial Services, Utility Billing, Municipal Court and Human Resources for many years.

The adopted FY 2019-2020 Budget includes funding to upgrade from INCODE 9 to INCODE 10 for the Financial Services Department, Utility Billing Department and the Human Resources Department. This upgrade is critical in the long term planning and support of these departments. The upgrade includes moving data from a COBOL data format to an SQL server, which will give the city more control and flexibility over its data. The upgrade will also improve the reporting capabilities and provide customizable dashboards that will give staff up to date information on departmental account information. The upgrade will also provide staff with an Employee Self-Service (ESS) portal.

Phase I - Data conversion from COBAL to SQL Server

Finance and Payroll functions moved to INCODE 10

ESS Portal complete

Phase II- Utility Billing and Cashing functions moved to INCODE 10

Since this is an upgrade of the software already used by the City, this is considered a “sole source” purchase (i.e., procurement of an item available from only one source pursuant to Section Sec. 252.022(7) of the Texas Local Government Code).

Tyler Technologies has completed Phase I (50% of the project) and staff is requesting acceptance of phase I and authorization to pay Tyler Technologies \$32,476.10. The project will be complete after

Council acceptance of Phase II with a final payment of \$38,033.90 and a total cost of \$70,510.00.

Phase I completion payment-	\$32,476.10
Phase II completion payment-	\$38,033.90
Total FY 19-20 budget for upgrade-	\$70,510.00

The project was funded as part of the FY 19-20 budget out of account number 010-200-4277 at a total cost of \$70,510.00.

Staff recommends acceptance of Phase I of this project.



Sales Quotation For

Mike Ramos
City of Deer Park
PO Box 700
Deer Park , TX 77536-0700
Phone: +1 (281) 478-7201
Email: mramos@deerparktx.org

Quoted By:	Robin Reeves
Quote Expiration:	9/23/2018
Quote Name:	City of Deer Park-LGD-FIN-Incode 10 Migration
Quote Number:	2018-47130
Quote Description:	Incode 10 Migration

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Invoice 10						
CRM Web Services	\$0	0	\$0	\$0	\$0	\$0
Mobile Service Orders	\$2,000	8	\$800	\$0	\$2,800	\$500
Tyler Software						
Tyler Content Manager Standard Edition (TCM SE)	\$0	0	\$0	\$0	\$0	\$0
Other Software						
Standard Forms Package (Financials-4, Court-4, CRM-5, Logo-1)	\$0	0	\$0	\$0	\$0	\$0
Secure Signatures (includes 2 signatures)						
Output Director	\$0	0	\$0	\$0	\$0	\$0
AcuXDBC	\$0	0	\$0	\$0	\$0	\$0
<i>Sub-Total:</i>			\$800	\$0	\$2,800	\$500
TOTAL:		8	\$800	\$0	\$2,800	\$500

Tyler Software and Related Services - Annual

Tyler Software and Related Services - Annual				
Description	Impl. Hours	One Time Fees		Annual Fee
		Impl. Cost	Data Conversion	
Incode 10				
TylerU	0	\$0	\$0	\$4,500
		\$0	\$0	\$4,500
		\$0	\$0	\$4,500
TOTAL:	0	\$0	\$0	\$4,500

Tyler Migration Services

Description	Investment
Incode 10 CIS Migration Services	\$22,800
Additional Utility Handheld Meter-Reader Interface	

Cashiering

Incode Address Verification with Presort

Utility CIS System

Incode 10 Financial Migration Services

Additional Signature (scan & prepare for use)

Core Financials

Inventory Control

Project Accounting

Purchasing

Incode 10 Personnel Management Migration Services

Employee Self Service (Employee Portal)

ESS Time & Attendance (Number of FTE Employees)

Personnel Management (Includes Position Budgeting)

Utility Payment Import (Generic Interface)

Positive Pay

Sub-Total: \$61,600
Less Discount: \$10,040
TOTAL: \$51,560

Other Services

Description

Utility Bill Sort Program

Incode 10 TCM Document Management Migration Services

Project Management

TOTAL: \$4,900

Summary

Total Tyler Software

Total Tyler Annual

Total Tyler Services

Total Migration Services

Total Third Party Hardware, Software and Services

Summary Total

Contract Total

One Time Fees

\$2,000

\$0

\$5,700

\$51,560

\$0

\$59,260

\$64,260

Recurring Fees

\$500

\$4,500

\$0

\$0

\$5,000

Detailed Breakdown of Conversions (Included in contract total)

Description

Incode 10

General Ledger - Conversion

Accounts Payable Conversion

Personnel Management -Payroll Conversion

Utility Billing -Conversion

Hours

Unit Price

Programming Fee

Extended Price

\$1,750

\$2,000

\$2,250

\$6,000

Less Discount: \$12,000
Total: \$0

Comments

Do not bill Mobile Service Orders until the Utility Migration begins implementation.

Note: Travel Expenses are billed in addition as incurred based on Federal IRS per diem standards.

Tyler will invoice Client 50% of any Migration Fees (if applicable) listed above upon Client approval of the product suite migration schedule. The remaining 50% will be billed upon the go-live of each product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.

- Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, and a cashiering receipt import.
- General Ledger conversions include Chart of Accounts - additional fee for historical views.
- Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
- Personnel Management/Payroll conversions include employee master, deductions/taxes, retirement, current leave totals, and current direct deposit - additional fee for historical views.

PSLO Form

Total Base Budget (4200, 4300, 4400)

Fiscal Year 2019-2020 Budget

\$ 572,746

Department

200 - IT

Priority	Program Service/Level Option	G/L Account Number	FY 19-20 Base Budget	FY 19-20 Request	FY 19-20 Total	Brief Description / Justification
1	Software - Incode	010-200-4277	\$ 65,600	\$ 70,510	\$ 136,110	INCODE X Upgrade The current version of INCODE is running on an old COBOL database. This much-needed upgrade will migrate data to an SQL database which will be more reliable and have better searching and reporting capabilities. This is not expected to be a permanent increase to the base budget.
2	Contract Labor	010-200-4290	\$ 1,500	\$ 5,000	\$ 6,500	INCODE Consulting Contract labor for ERP implementation is estimated at \$5,000 for the year.
3	Software - Infrastructure	010-200-4282	\$ 96,916	\$ 15,000	\$ 111,916	Nimble Maintenance This represents a three year renewal of the maintenance contract covering the Nimble SAN storage device. The is not a permanent increase to the base budget and is renewed every three years.



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-274984	10/09/2019	1 of 1

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



Bill To: CITY OF DEER PARK
PO BOX 700
1302 CENTER STREET
DEER PARK, TX 77536

Ship To: CITY OF DEER PARK
PO BOX 700
1302 CENTER STREET
DEER PARK, TX 77536

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
42770 - 12488 - 12488	96848	027812	USD	NET30	11/08/2019

Date	Description	Units	Rate	Extended Price
	Implementation - LGD - Financials/Personnel Management	1	7,700.52	7,700.52
	Incode 10 Personnel Management Migration Services - 50% Upon Client approval of product suite migration schedule			
	Implementation - LGD - Financials/Personnel Management	1	8,537.53	8,537.53
	Incode 10 Financial Migration Services - 50% upon Client approval of product suite migration schedule			
	Implementation - LGD - Financials/Personnel Management	1	7,700.52	7,700.52
	Incode 10 Personnel Management Migration Services - 50% Upon Go-live of product suite			
	Implementation - LGD - Financials/Personnel Management	1	8,537.53	8,537.53
	Incode 10 Financial Migration Services - 50% upon Go-Live of product suite			

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	32,476.10
Sales Tax	0.00
Invoice Total	32,476.10



Legislation Details (With Text)

File #: RPT 19-054 **Version:** 1 **Name:**
Type: Report **Status:** Agenda Ready
File created: 10/23/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Acceptance of Quarterly Investment Report for the quarter ended September 30, 2019.
Sponsors:
Indexes:
Code sections:
Attachments: [2019 4Q Investment Report](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Acceptance of Quarterly Investment Report for the quarter ended September 30, 2019.

Summary: Chapter 2, Administration, Article VII (Finance), All of Division 2 (Investment Policy), Section 2-274 Reporting, of the Code of Ordinances of the City of Deer Park, requires the Investment Officers to prepare and submit to City Council an investment report no less than on a quarterly basis. This requirement is in compliance with the Texas Public Funds Investment Act, V.T.C.A., Government Code Ch. 2256 as amended (the "Act"). The City's Investment Officers have worked with the Investment Advisor to prepare this report for the quarter ended September 30, 2019 and each has signed the report.

At September 30, 2019, all City funds were held in various depository accounts or in accounts at TexPool, TexSTAR, or Texas CLASS, which are local government investment pools authorized by the Investment Policy. All three pools continue to maintain their AAAM rating by Standard & Poor's, which is the highest rating a local government investment pool can achieve.

Cash and investment activity included on the attached report is summarized below:

Cash in Wells Fargo (Depository Bank)	\$ 12,739,922
Money Market Accounts	2,103,759
Certificates of Deposit	44,049,393
TexPool	19,171,437
TexSTAR	13,634,234
Texas CLASS	5,035,475

These depository investments are earning between 2.10% and 3.05%. Comparatively, rates in the investment pools averaged 2.2409%, 2.2069%, and 2.2358% for the quarter in TexPool, TexSTAR, and Texas CLASS, respectively. The new depository investments have increased investment earnings, but market rates are declining. The City will continue to review and evaluate investment opportunities for safety, liquidity, and yield.

Investments in TexSTAR at the end of the fourth quarter of the fiscal year totaled \$13,634,234, which is a net decrease of \$4,689,011 from the previous quarter. This net decrease reflects withdrawals of approximately \$4,778,862 to cover bond fund expenditures offset by \$89,851 of interest earnings for the quarter. The TexSTAR funds earned an average 2.2069% for the quarter or 0.20 basis points lower than the average for the previous quarter. On September 30, 2019, TexSTAR was earning 2.1054%.

Investments in Texas CLASS at the end of the fourth quarter of the fiscal year totaled \$5,035,475, which is a decrease of \$1,398,820 from the previous quarter. This net decrease reflects withdrawals of approximately \$1,432,575 to cover bond fund expenditures offset by \$33,755 of interest earnings for the quarter. The Texas CLASS funds earned an average 2.2358% for the quarter or 0.18 basis points lower than the average for the previous quarter. On September 30, 2019, Texas CLASS was earning 2.1551%.

The federal funds rate, still shown as a range, was reduced 25 basis points by the Federal Open Market Committee (FOMC) on July 31, 2019 to a new range of 2.00% - 2.25%. On September 18, 2019, the rate was reduced another 25 basis points to a range of 1.75% to 2.00%, and at the most recent meeting on October 30, 2019, the FOMC reduced the rate yet another 25 basis points to a new range of 1.50% to 1.75%. This marks the third rate cut this year, but the market is projecting the rate should remain unchanged until March 2020. The next FOMC meeting is in mid-December. As a result of these rate reductions, market rates have been declining as seen in the investment pool rates and the certificate of deposit reinvestment/renewal rates. The 2.18% weighted average yield for the fourth quarter ended September 30, 2019 is higher than the 2.02% rolling average yield of the three-month U.S. Treasury Bill for the quarter. The City's weighted average yield of 2.1972% for the fiscal year at September 30, 2019 is slightly lower than the 2.2026% from the previous quarter and is reflective of the interest rate declines in the current market. Currently about 13.2 percent of the portfolio is in the City's depository bank as the City has worked to reallocate these monies into higher yielding investments.

Fiscal/Budgetary Impact:

N/A.

Accept the Investment Report for the Quarter Ended September 30, 2019.



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

September 30, 2019

Prepared by
Valley View Consulting, L.L.C. (1)

To the best of our knowledge, this portfolio and report are in compliance with the investment strategy expressed in Chapter 2, Administration, Article VII, Division 2, Investment Policy of the Code of Ordinances of the City of Deer Park and the Texas Public Funds Investment Act, Government Code Ch. 2256, as amended.

City Manager

Assistant City Manager

Director of Finance

(1) Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields, and do not account for investment advisor fees.

Annual Comparison of Portfolio Performance

FYE Results by Investment Category:

September 30, 2018				September 30, 2019			
Asset Type	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value	
MMA/NOW	0.35%	\$ 20,986,619.41	\$ 20,986,619.41	0.48%	\$ 14,843,681.02	\$ 14,843,681.02	
Pools	2.00%	42,555,029.82	42,555,029.82	2.14%	37,841,146.43	37,841,146.43	
CDS/Securities	2.08%	33,407,675.41	33,407,675.41	2.79%	44,049,393.05	44,049,393.05	
Totals		<u>\$ 96,949,324.64</u>	<u>\$ 96,949,324.64</u>		<u>\$ 96,734,220.50</u>	<u>\$ 96,734,220.50</u>	
Fourth Quarter-End Yield	1.67%			2.18%			
Average Quarter-End Yields (1):							
2018 Fiscal Year				2019 Fiscal Year			
Deer Park	1.41%			2.20%			
Rolling Three Month Treasury	1.69%			2.30%			
Rolling Six Month Treasury	1.73%			2.37%			
TexPool	1.62%			2.31%			
Fiscal YTD Interest Earnings		\$ 1,542,841.24			\$ 2,320,007.71		

Note: Bank balances represent pooled cash accounts (General Fund, Accounts Payable and Payroll), plus the CCPD, FCP EMSD, DP CDC, and Series 2002 TWDB accounts. Cash balances are unaudited. Cash balances for the beginning of the fiscal year are restated to reflect bank balances rather than book balances.

(1) **Quarterly Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

Strategy Summary

Quarter End Results by Investment Category:

Asset Type	June 30, 2019		September 30, 2019		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
MM/ANOW	\$ 12,655,974.60	\$ 12,655,974.60	\$ 14,843,681.02	\$ 14,843,681.02	0.48%
LGIPs	49,276,102.45	49,276,102.45	37,841,146.43	37,841,146.43	2.14%
CDS/Securities	43,744,456.81	43,744,456.81	44,049,393.05	44,049,393.05	2.79%
Totals	\$105,676,533.86	\$ 105,676,533.86	\$ 96,734,220.50	\$ 96,734,220.50	

Current Quarter Average Yield (1)		Fiscal Year-to-Date Average Yield (2)	
Total Portfolio	2.18%	Total Portfolio	2.20%

Rolling Three Month Treasury	2.02%	Rolling Three Month Treasury	2.30%
Rolling Six Month Treasury	2.17%	Rolling Six Month Treasury	2.37%
TexPool	2.16%	Quarter-End TexPool Yield	2.31%
TexSTAR	2.11%	Quarter-End TexSTAR Yield	2.30%
TexasCLASS Gov't	2.15%	Quarter-End TexasCLASS Gov't Yield	2.37%

Interest Earnings	
Quarterly Interest Income	\$ 581,377.17
Year-to-date Interest Income	\$ 2,320,007.71
	Approximate

Note: Bank balances represent pooled cash accounts (General Fund, Accounts Payable and Payroll), plus the CCPD, FCPEDMSD and DPCDC accounts. Cash balances are unaudited.

(1) Current Quarter Average Yield - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields.

Investment Holdings

September 30, 2019

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Wells Fargo #2800 MMA		0.18%	10/01/19	09/30/19	\$ 8,255,693.92	\$ 8,255,693.92	1.00	\$ 8,255,693.92	1	0.18%
Wells Fargo #9865 MMA		0.19%	10/01/19	09/30/19	2,307,741.79	2,307,741.79	1.00	2,307,741.79	1	0.19%
Wells Fargo #9824 MMA		0.19%	10/01/19	09/30/19	155,047.75	155,047.75	1.00	155,047.75	1	0.19%
Wells Fargo #6267 MMA		0.19%	10/01/19	09/30/19	2,021,438.69	2,021,438.69	1.00	2,021,438.69	1	0.19%
Veritex Bank MMA		2.25%	10/01/19	09/30/19	2,103,758.87	2,103,758.87	1.00	2,103,758.87	1	2.25%
TexPool	AAAmm	2.16%	10/01/19	09/30/19	19,171,437.48	19,171,437.48	1.00	19,171,437.48	1	2.16%
TexSTAR	AAAmm	2.11%	10/01/19	09/30/19	13,634,234.37	13,634,234.37	1.00	13,634,234.37	1	2.11%
TexasCLASS Gov't	AAAmm	2.15%	10/01/19	09/30/19	5,035,474.58	5,035,474.58	1.00	5,035,474.58	1	2.15%
East West Bank CD		2.79%	10/21/19	09/21/18	2,572,695.13	2,572,695.13	100.00	2,572,695.13	21	2.83%
East West Bank CD		2.71%	11/01/19	02/01/19	2,036,258.78	2,036,258.78	100.00	2,036,258.78	32	2.75%
LegacyTexas Bank CD		2.75%	12/02/19	06/01/18	2,069,980.54	2,069,980.54	100.00	2,069,980.54	63	2.78%
East West Bank CD		2.71%	03/04/20	03/04/19	2,031,577.59	2,031,577.59	100.00	2,031,577.59	156	2.75%
East West Bank CD		2.91%	04/01/20	10/01/18	2,573,815.84	2,573,815.84	100.00	2,573,815.84	184	2.95%
Origin Bank CD		2.76%	05/29/20	01/29/19	3,041,200.22	3,041,200.22	100.00	3,041,200.22	242	2.79%
East West Bank CD		2.97%	07/01/20	10/01/18	2,575,360.53	2,575,360.53	100.00	2,575,360.53	275	3.01%
East West Bank CD		2.10%	07/22/20	07/22/19	2,568,388.86	2,568,388.86	100.00	2,568,388.86	296	2.12%
WallisBank CD		3.05%	08/20/20	11/20/18	3,068,913.08	3,068,913.08	100.00	3,068,913.08	325	3.08%
Origin Bank CD		2.76%	09/01/20	02/01/19	3,041,200.18	3,041,200.18	100.00	3,041,200.18	337	2.79%
East West Bank CD		3.03%	10/01/20	10/01/18	2,576,906.05	2,576,906.05	100.00	2,576,906.05	367	3.08%
Origin Bank CD		2.91%	11/29/20	01/29/19	3,043,447.41	3,043,447.41	100.00	3,043,447.41	426	2.94%
East West Bank CD		2.56%	02/01/21	02/01/19	2,028,964.91	2,028,964.91	100.00	2,028,964.91	490	2.94%
LegacyTexas Bank CD		2.74%	03/01/21	03/01/19	3,627,484.87	3,627,484.87	100.00	3,627,484.87	518	2.77%
East West Bank CD		2.58%	04/02/21	04/02/19	2,591,285.82	2,591,285.82	100.00	2,591,285.82	550	2.62%
LegacyTexas Bank CD		2.48%	06/03/21	06/03/19	2,012,527.98	2,012,527.98	100.00	2,012,527.98	612	2.51%
					<u>\$ 96,734,220.50</u>	<u>\$ 96,734,220.50</u>			<u>\$ 96,734,220.50</u>	
									<u>148</u>	<u>2.18%</u>
									(1)	(2)

(1) Weighted average life - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have a one day maturity.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools and money market funds.

Book Value Comparison

June 30, 2019										September 30, 2019			
Description	Coupon/	Maturity	Par Value	Book Value	Purchases/	Sales/Adjus/	Par Value	Book Value					
	Discount	Date			Adjustments	Call/Maturity							
Wells Fargo #2800 MMA	0.18%	10/01/19	\$ 5,721,980.75	\$ 5,721,980.75	\$ 2,533,713.17	\$ -	\$ 8,255,693.92	\$ 8,255,693.92					
Wells Fargo #9885 MMA	0.19%	10/01/19	2,043,936.24	2,043,936.24	263,805.55	-	2,307,741.79	2,307,741.79					
Wells Fargo #9824 MMA	0.19%	10/01/19	718,054.47	718,054.47	-	(563,006.72)	155,047.75	155,047.75					
Wells Fargo #6267 MMA	0.19%	10/01/19	2,081,025.03	2,081,025.03	-	(59,586.34)	2,021,438.69	2,021,438.69					
Vertex Bank MMA	2.25%	10/01/19	2,090,978.11	2,090,978.11	12,780.76	-	2,103,758.87	2,103,758.87					
TexPool	2.16%	10/01/19	24,518,561.92	24,518,561.92	-	(5,347,124.44)	19,171,437.48	19,171,437.48					
TexSTAR	2.11%	10/01/19	18,323,245.39	18,323,245.39	-	(4,689,011.02)	13,634,234.37	13,634,234.37					
TexasCLASS Govt	2.15%	10/01/19	6,434,295.14	6,434,295.14	-	(1,398,820.56)	5,035,474.58	5,035,474.58					
East West Bank CD	2.75%	07/22/19	2,553,875.11	2,553,875.11	-	(2,553,875.11)	-	-					
East West Bank CD	2.79%	10/21/19	2,554,667.23	2,554,667.23	18,027.90	-	2,572,695.13	2,572,695.13					
East West Bank CD	2.71%	11/01/19	2,022,397.64	2,022,397.64	13,861.14	-	2,036,258.78	2,036,258.78					
LegacyTexas Bank CD	2.75%	12/02/19	2,055,698.51	2,055,698.51	14,282.03	-	2,069,980.54	2,069,980.54					
East West Bank CD	2.71%	03/04/20	2,017,748.32	2,017,748.32	13,829.27	-	2,031,577.59	2,031,577.59					
East West Bank CD	2.91%	04/01/20	2,555,007.25	2,555,007.25	18,808.59	-	2,573,815.84	2,573,815.84					
Origin Bank CD	2.76%	05/29/20	3,020,416.44	3,020,416.44	20,783.78	-	3,041,200.22	3,041,200.22					
East West Bank CD	2.97%	07/01/20	2,556,154.07	2,556,154.07	19,206.46	-	2,575,360.53	2,575,360.53					
East West Bank CD	2.10%	07/22/20	-	-	2,568,388.86	-	2,568,388.86	2,568,388.86					
WallisBank CD	3.05%	08/20/20	3,045,515.51	3,045,515.51	23,397.57	-	3,068,913.08	3,068,913.08					
Origin Bank CD	2.76%	09/01/20	3,020,189.59	3,020,189.59	21,010.59	-	3,041,200.18	3,041,200.18					
East West Bank CD	3.03%	10/01/20	2,557,301.32	2,557,301.32	19,604.73	-	2,576,906.05	2,576,906.05					
Origin Bank CD	2.91%	11/29/20	3,021,526.03	3,021,526.03	21,921.38	-	3,043,447.41	3,043,447.41					
Origin Bank CD	2.91%	02/01/21	2,014,191.23	2,014,191.23	14,773.68	-	2,028,964.91	2,028,964.91					
East West Bank CD	2.56%	02/01/21	2,572,731.36	2,572,731.36	16,653.90	-	2,589,385.26	2,589,385.26					
LegacyTexas Bank CD	2.74%	03/01/21	3,602,547.28	3,602,547.28	24,937.59	-	3,627,484.87	3,627,484.87					
East West Bank CD	2.58%	04/02/21	2,574,489.92	2,574,489.92	16,795.90	-	2,591,285.82	2,591,285.82					
LegacyTexas Bank CD	2.48%	06/03/21	2,000,000.00	2,000,000.00	12,527.98	-	2,012,527.98	2,012,527.98					
TOTAL			\$ 105,676,533.86	\$ 105,676,533.86	\$ 5,669,110.83	\$(14,611,424.19)	\$ 96,734,220.50	\$ 96,734,220.50					

Market Value Comparison

June 30, 2019

September 30, 2019

Description	Coupon/ Discount	Maturity Date	June 30, 2019		Qtr to Qtr Change	September 30, 2019	
			Par Value	Market Value		Par Value	Market Value
Wells Fargo #2800 MMA	0.18%	10/01/19	\$ 5,721,980.75	\$ 5,721,980.75	\$ 2,533,713.17	\$ 8,255,693.92	\$ 8,255,693.92
Wells Fargo #9865 MMA	0.19%	10/01/19	2,043,936.24	2,043,936.24	263,805.55	2,307,741.79	2,307,741.79
Wells Fargo #9824 MMA	0.19%	10/01/19	718,054.47	718,054.47	(563,006.72)	155,047.75	155,047.75
Wells Fargo #6267 MMA	0.19%	10/01/19	2,081,025.03	2,081,025.03	(59,586.34)	2,021,438.69	2,021,438.69
Vertex Bank MMA	2.25%	10/01/19	2,090,978.11	2,090,978.11	12,780.76	2,103,758.87	2,103,758.87
TexPool	2.16%	10/01/19	24,518,561.92	24,518,561.92	(5,347,124.44)	19,171,437.48	19,171,437.48
TexSTAR	2.16%	10/01/19	18,323,245.39	18,323,245.39	(4,689,011.02)	13,634,234.37	13,634,234.37
TexasCLASS Govt	2.11%	10/01/19	6,434,295.14	6,434,295.14	(1,398,820.56)	5,035,474.58	5,035,474.58
East West Bank CD	2.75%	07/22/19	2,553,875.11	2,553,875.11	(2,553,875.11)	—	—
East West Bank CD	2.79%	10/21/19	2,554,667.23	2,554,667.23	18,027.90	2,572,695.13	2,572,695.13
East West Bank CD	2.71%	11/01/19	2,022,397.64	2,022,397.64	13,861.14	2,036,258.78	2,036,258.78
Legacy Texas Bank CD	2.75%	12/02/19	2,055,698.51	2,055,698.51	14,282.03	2,069,980.54	2,069,980.54
East West Bank CD	2.71%	03/04/20	2,017,748.32	2,017,748.32	13,829.27	2,031,577.59	2,031,577.59
East West Bank CD	2.91%	04/01/20	2,555,007.25	2,555,007.25	18,808.59	2,573,815.84	2,573,815.84
Origin Bank CD	2.76%	05/29/20	3,020,416.44	3,020,416.44	20,783.78	3,041,200.22	3,041,200.22
East West Bank CD	2.97%	07/01/20	2,556,154.07	2,556,154.07	19,206.46	2,575,360.53	2,575,360.53
East West Bank CD	2.10%	07/22/20	—	—	2,568,388.86	2,568,388.86	2,568,388.86
Wallis Bank CD	3.05%	08/20/20	3,045,515.51	3,045,515.51	23,397.57	3,068,913.08	3,068,913.08
Origin Bank CD	2.76%	09/01/20	3,020,189.59	3,020,189.59	21,010.59	3,041,200.18	3,041,200.18
East West Bank CD	3.03%	10/01/20	2,557,301.32	2,557,301.32	19,604.73	2,576,906.05	2,576,906.05
Origin Bank CD	2.91%	11/29/20	3,021,526.03	3,021,526.03	21,921.38	3,043,447.41	3,043,447.41
Origin Bank CD	2.91%	02/01/21	2,014,191.23	2,014,191.23	14,773.68	2,028,964.91	2,028,964.91
East West Bank CD	2.56%	02/01/21	2,572,731.36	2,572,731.36	16,653.90	2,589,385.26	2,589,385.26
Legacy Texas Bank CD	2.74%	03/01/21	3,602,547.28	3,602,547.28	24,937.59	3,627,484.87	3,627,484.87
East West Bank CD	2.58%	04/02/21	2,574,489.92	2,574,489.92	16,795.90	2,591,285.82	2,591,285.82
Legacy Texas Bank CD	2.48%	06/03/21	2,000,000.00	2,000,000.00	12,527.98	2,012,527.98	2,012,527.98
TOTAL			\$ 105,676,533.86	\$ 105,676,533.86	\$ (8,942,313.36)	\$ 96,734,220.50	\$ 96,734,220.50

Allocation
September 30, 2019

Book & Market Value

	Total	Pooled Cash	General	Capital Projects & Improvements	Crime Control District	Debt Service Fund
Wells Fargo NIMA	\$ 12,739,922.15	\$ 8,255,693.92	\$ -	\$ -	\$ 2,307,741.79	\$ -
Vertex Community Bank MMA	2,103,758.87	-	2,103,758.87	-	-	-
TexPool	19,171,437.48	-	13,413,328.98	1,609,723.11	-	1,981,810.48
TexSTAR	13,634,234.37	-	2,627,067.94	11,007,166.43	-	-
TexasCLASS Gov't	5,035,474.58	-	-	5,035,474.58	-	-
10/21/19-East West Bank CD	2,572,695.13	-	2,572,695.13	-	-	-
11/01/19-East West Bank CD	2,036,258.78	-	2,036,258.78	-	-	-
12/02/19-LegacyTexas Bank CD	2,069,980.54	-	2,069,980.54	-	-	-
03/04/20-East West Bank CD	2,031,577.59	-	2,031,577.59	-	-	-
04/01/20-East West Bank CD	2,573,815.84	-	2,573,815.84	-	-	-
05/29/20-Origin Bank CD	3,041,200.22	-	3,041,200.22	-	-	-
07/01/20-East West Bank CD	2,575,360.53	-	2,575,360.53	-	-	-
07/22/20-East West Bank CD	2,568,388.86	-	2,568,388.86	-	-	-
08/20/20-WallisBank CD	3,068,913.08	-	3,068,913.08	-	-	-
09/01/20-Origin Bank CD	3,041,200.18	-	3,041,200.18	-	-	-
10/01/20-East West Bank CD	2,576,906.05	-	2,576,906.05	-	-	-
11/29/20-Origin Bank CD	3,043,447.41	-	3,043,447.41	-	-	-
02/01/21-Origin Bank CD	2,028,964.91	-	2,028,964.91	-	-	-
02/01/21-East West Bank CD	2,589,385.26	-	2,589,385.26	-	-	-
03/01/21-LegacyTexas Bank CD	3,627,484.87	-	3,627,484.87	-	-	-
04/02/21-East West Bank CD	2,591,285.82	-	2,591,285.82	-	-	-
06/03/21-LegacyTexas Bank CD	2,012,527.98	-	2,012,527.98	-	-	-
Total	\$ 96,734,220.50	\$ 8,255,693.92	\$ 62,193,548.84	\$ 17,652,364.12	\$ 2,307,741.79	\$ 1,981,810.48

Allocation
September 30, 2019

(Continued)

Book & Market Value

	East Boulevard Fund	Fire Control District	Street Assessments	Water & Sewer	Community Development Corporation	Senior Citizens Fund	Special Revenue (Police)
Wells Fargo MMA	\$ -	\$ 155,047.75	\$ -	\$ -	\$ 2,021,438.69	\$ -	\$ -
Veritex Community Bank MMA	-	-	-	-	-	-	-
TexPool	-	-	78,286.14	1,933,168.62	-	116,758.85	38,361.30
TexSTAR	-	-	-	-	-	-	-
TexasCLASS Gov't	-	-	-	-	-	-	-
10/21/19-East West Bank CD	-	-	-	-	-	-	-
11/01/19-East West Bank CD	-	-	-	-	-	-	-
12/02/19-LegacyTexas Bank CD	-	-	-	-	-	-	-
03/04/20-East West Bank CD	-	-	-	-	-	-	-
04/01/20-East West Bank CD	-	-	-	-	-	-	-
05/29/20-Origin Bank CD	-	-	-	-	-	-	-
07/01/20-East West Bank CD	-	-	-	-	-	-	-
07/22/20-East West Bank CD	-	-	-	-	-	-	-
08/20/20-WallisBank CD	-	-	-	-	-	-	-
09/01/20-Origin Bank CD	-	-	-	-	-	-	-
10/01/20-East West Bank CD	-	-	-	-	-	-	-
11/29/20-Origin Bank CD	-	-	-	-	-	-	-
02/01/21-Origin Bank CD	-	-	-	-	-	-	-
02/01/21-East West Bank CD	-	-	-	-	-	-	-
03/01/21-LegacyTexas Bank CD	-	-	-	-	-	-	-
04/02/21-East West Bank CD	-	-	-	-	-	-	-
06/03/21-LegacyTexas Bank CD	-	-	-	-	-	-	-
Total	\$ -	\$ 155,047.75	\$ 78,286.14	\$ 1,933,168.62	\$ 2,021,438.69	\$ 116,758.85	\$ 38,361.30

Allocation
June 30, 2019

Book & Market Value

	Total	Pooled Cash	General	Capital Projects & Improvements	Crime Control District	Debt Service Fund
Wells Fargo MMA	\$ 10,564,996.49	\$ 5,721,980.75	\$ -	\$ -	\$ 2,043,936.24	\$ -
Vertex Community Bank MMA	2,090,978.11	-	2,090,978.11	-	-	-
TexPool	24,518,561.92	-	16,323,411.36	4,042,620.13	-	1,970,654.76
TexSTAR	18,323,245.39	-	2,612,502.29	15,710,743.10	-	-
TexasCLASS Gov't	6,434,295.14	-	-	6,434,295.14	-	-
07/22/19-East West Bank CD	2,553,875.11	-	2,553,875.11	-	-	-
10/21/19-East West Bank CD	2,554,667.23	-	2,554,667.23	-	-	-
11/01/19-East West Bank CD	2,022,397.64	-	2,022,397.64	-	-	-
12/02/19-LegacyTexas Bank CD	2,055,698.51	-	2,055,698.51	-	-	-
03/04/20-East West Bank CD	2,017,748.32	-	2,017,748.32	-	-	-
04/01/20-East West Bank CD	2,555,007.25	-	2,555,007.25	-	-	-
05/29/20-Origin Bank CD	3,020,416.44	-	3,020,416.44	-	-	-
07/01/20-East West Bank CD	2,556,154.07	-	2,556,154.07	-	-	-
08/20/20-WallisBank CD	3,045,515.51	-	3,045,515.51	-	-	-
09/01/20-Origin Bank CD	3,020,189.59	-	3,020,189.59	-	-	-
10/01/20-East West Bank CD	2,557,301.32	-	2,557,301.32	-	-	-
11/29/20-Origin Bank CD	3,021,526.03	-	3,021,526.03	-	-	-
02/01/21-East West Bank CD	2,014,191.23	-	2,014,191.23	-	-	-
03/01/21-LegacyTexas Bank CD	2,572,731.36	-	2,572,731.36	-	-	-
04/02/21-East West Bank CD	3,602,547.28	-	3,602,547.28	-	-	-
06/03/21-LegacyTexas Bank CD	2,574,489.92	-	2,574,489.92	-	-	-
	2,000,000.00	-	2,000,000.00	-	-	-
Total	\$ 105,676,533.86	\$ 5,721,980.75	\$ 64,771,348.57	\$ 26,187,658.37	\$ 2,043,936.24	\$ 1,970,654.76

Allocation
June 30, 2019

(Continued)

Book & Market Value

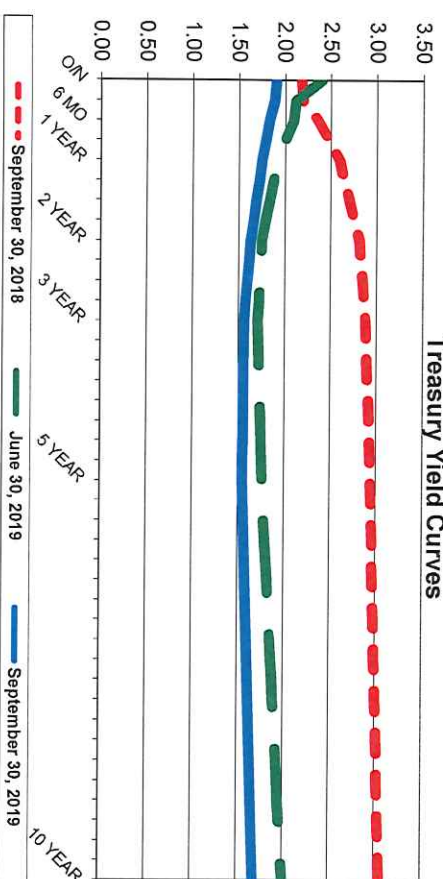
	East Boulevard Fund	Fire Control District	Street Assessments	Water & Sewer	Community Development Corporation	Senior Citizens Fund	Special Revenue (Police)
Wells Fargo MMA	\$ -	\$ 718,054.47	\$ -	\$ -	\$ 2,081,025.03	\$ -	\$ -
Veritex Community Bank MMA	-	-	-	-	-	-	-
TexPool	27,496.41	-	77,845.47	1,922,286.74	-	116,101.67	38,145.38
TexSTAR	-	-	-	-	-	-	-
TexasCLASS Gov't	-	-	-	-	-	-	-
07/22/19-East West Bank CD	-	-	-	-	-	-	-
10/21/19-East West Bank CD	-	-	-	-	-	-	-
11/01/19-East West Bank CD	-	-	-	-	-	-	-
12/02/19-LegacyTexas Bank CD	-	-	-	-	-	-	-
03/04/20-East West Bank CD	-	-	-	-	-	-	-
04/01/20-East West Bank CD	-	-	-	-	-	-	-
05/29/20-Origin Bank CD	-	-	-	-	-	-	-
07/01/20-East West Bank CD	-	-	-	-	-	-	-
08/20/20-WallisBank CD	-	-	-	-	-	-	-
09/01/20-Origin Bank CD	-	-	-	-	-	-	-
10/01/20-East West Bank CD	-	-	-	-	-	-	-
11/29/20-Origin Bank CD	-	-	-	-	-	-	-
02/01/21-Origin Bank CD	-	-	-	-	-	-	-
02/01/21-East West Bank CD	-	-	-	-	-	-	-
03/01/21-LegacyTexas Bank CD	-	-	-	-	-	-	-
04/02/21-East West Bank CD	-	-	-	-	-	-	-
06/03/21-LegacyTexas Bank CD	-	-	-	-	-	-	-
Total	\$ 27,496.41	\$ 718,054.47	\$ 77,845.47	\$ 1,922,286.74	\$ 2,081,025.03	\$ 116,101.67	\$ 38,145.38

Economic Overview

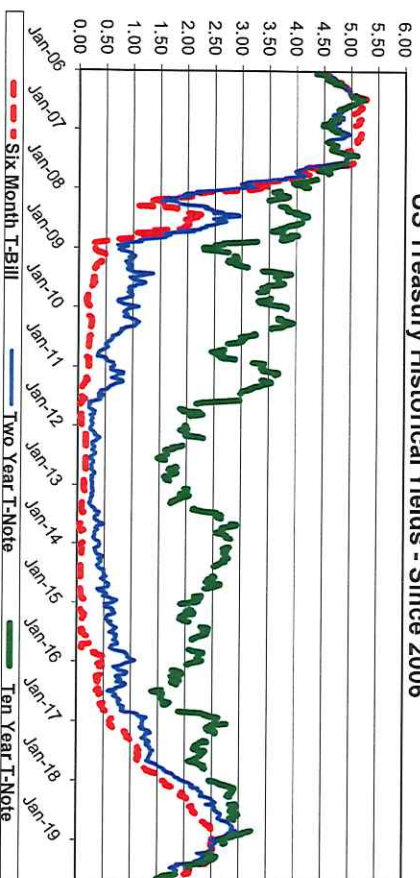
9/30/2019

The Federal Open Market Committee (FOMC) reduced the Fed Funds target range to 1.75% - 2.00% (Effective Fed Funds are trading +/-1.83%). The Futures Market continues to project additional decreases. Gradual Federal Reserve Bank portfolio reduction ended. August Non Farm Payroll added 136,000 new jobs, with the rolling three month averaging 157,000. Crude oil settled back and trades +/- \$5. The Stock Markets waffled near the recent highs. Consumer spending continues albeit less robustly. Overall economic activity remains mostly positive with 2nd Quarter GDP recorded at 2.0%. Brexit, Chinese trade concerns, growth outlook, and other factors may weigh on US growth. The inverted Yield Curve persists with yields declining.

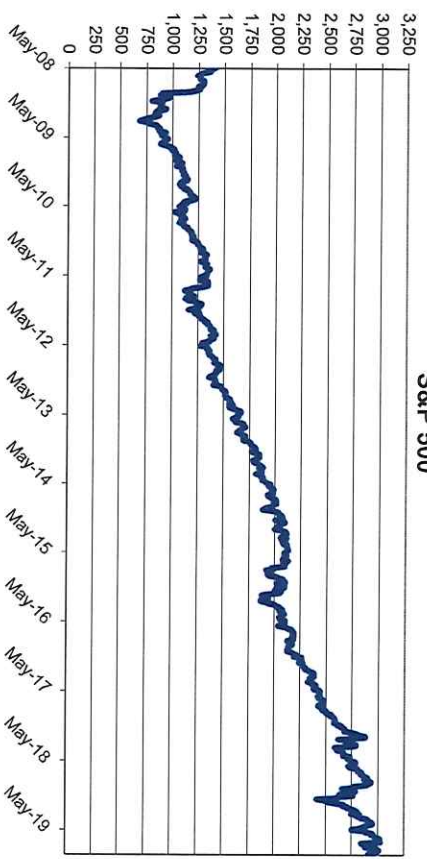
Treasury Yield Curves



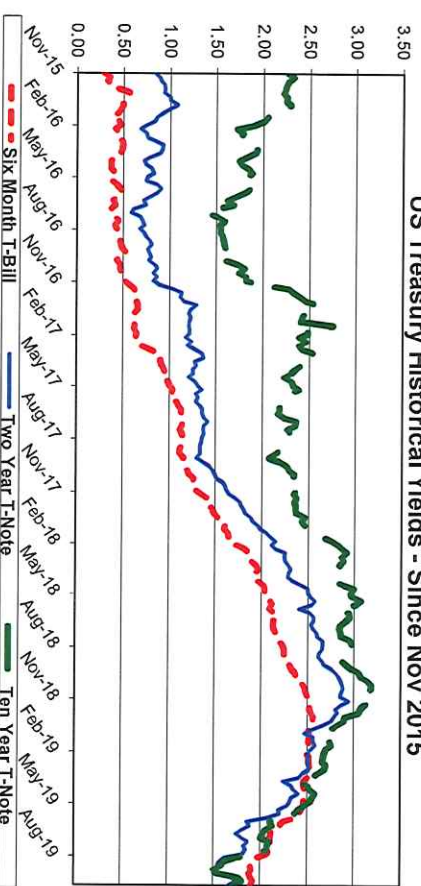
US Treasury Historical Yields - Since 2006



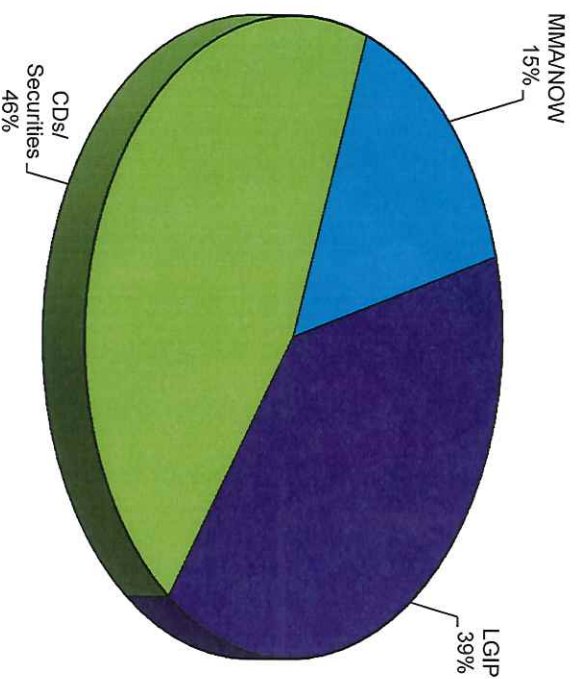
S&P 500



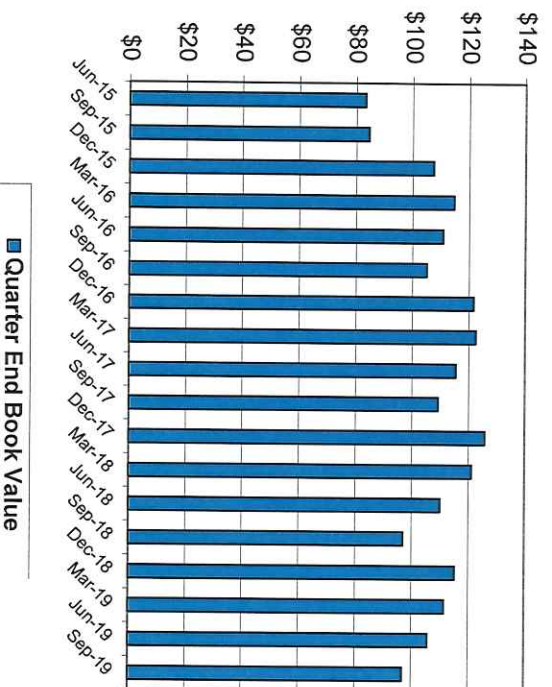
US Treasury Historical Yields - Since Nov 2015



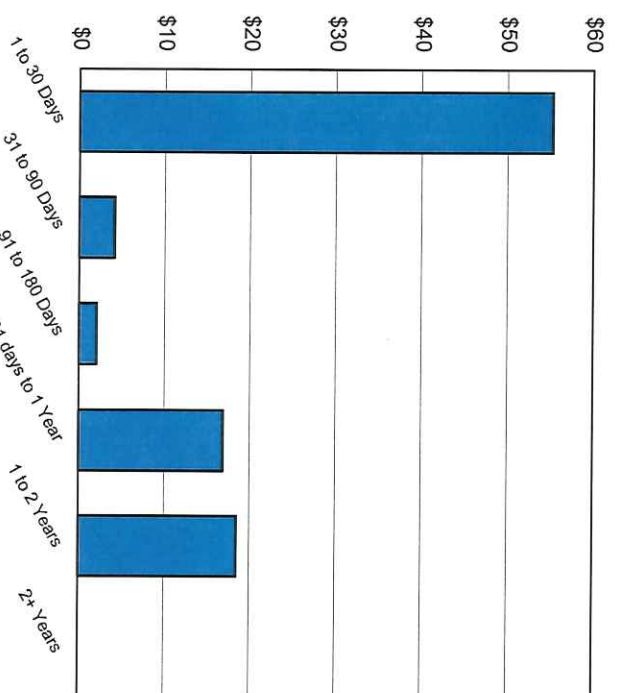
Portfolio Composition



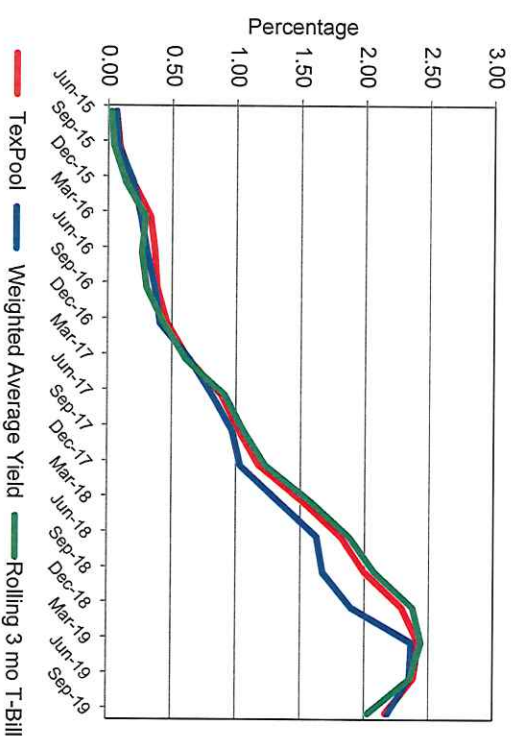
Total Portfolio (Millions)



Distribution by Maturity (Millions)



Total Portfolio Performance





Legislation Details (With Text)

File #: RPT 19-055 **Version:** 1 **Name:**
Type: Report **Status:** Agenda Ready
File created: 10/31/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Acceptance of the Deer Park Community Development Corporation's quarterly report for the period of July 1, 2019 - September 30, 2019.
Sponsors: City Manager's Office, Finance, Parks & Recreation
Indexes:
Code sections:
Attachments: [DPCDC 4th Q Report Cumulative 102819](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Acceptance of the Deer Park Community Development Corporation's quarterly report for the period of July 1, 2019 - September 30, 2019.

Summary: Section 6.1 of the Corporation's bylaws states that the Board shall prepare a quarterly activity report, detailing the projects and work accomplished during the previous quarter. This report shall be reviewed by the Board by the end of the month following the end of each quarter and then submitted to City Council immediately thereafter. The attached report for the period of July 1, 2019 - September 30, 2019 has been approved by the Deer Park Community Development Corporation at its October 28, 2019 meeting.

Fiscal/Budgetary Impact:

N/A.

Accept the Deer Park Community Development Corporation's quarterly report for the period of July 1, 2019 - September 30, 2019.

Deer Park Community Development Corporation
Quarterly Report: July 1, 2019 – September 30, 2019

Meetings Conducted and Activities

July 2 – Conference Call to discuss Hike and Bike trail with Harris County Flood Control district – City Staff, Burditt

July 9 – Girls Softball Complex Final Walk through – City Staff/ Tandam/Halff

July 9 – Meeting to discuss items related to the Community Center Project - City staff

July 10 – Meeting to discuss items related to the Community Center renovations – City Staff, BSW

July 10 – Hike and Bike trail Committee meeting – City Staff/Hike and Bike Trail Committee/Burditt

July 22 – Quarterly meeting of the DPCDC – City Staff/CDC

July 26 – Conference call to discuss items related to the Community Center Project – City staff/BSW

July 30 – Meeting to discuss items related to the Deer Park Soccer Complex – City staff/DPSFC

July 31 – Meeting to discuss items related to Deer Park Soccer Complex and Girls Softball Complex – City Staff/Tandam

August 7 – Conference call related to the Maxwell Adult Center Awning extension – City staff/Frost

August 13– Walk through to discuss playing surface at Soccer Complex – City Staff/Tandem Services

August 13 – Conference call to discuss items related to the Community Center Project – City Staff/BSW

August 22 – Internal meeting to discuss items related to the Community Center Project – City staff

August 27 – Meeting to discuss ADA items at Soccer and Girls– Frost/BSW/ City Staff

August 28 – Walked through meeting to discuss the soccer playing surface – City Staff/Tandam services/Halff

September 10 – Conference call to discuss items related to the Community Center Project – City Staff/BSW

September 11 – Hike and Bike trail Committee meeting – City Staff/Hike and Bike Trail Committee/Burditt

September 16– Meeting to discuss items related to Hike and Bike Trails – City Staff

September 20 – Meeting to discuss items related to the Community Center Presentation – City Staff/BSW

September 23 – Dow Park Pavilions final walk through – City staff/Millis/Halff

September 13 – Conference Call to discuss items related to the Community Center – City Staff/BSW

September 18 – Dow Park Pavilions ribbon cutting (POSTPONED) – City staff

September 20 – Conference call to discuss items related to the Community Center – City Staff/BSW

September 23 – Meeting to discuss items related to the Community Center Presentation – City staff/BSW

September 23 – Joint workshop for the City Council, Deer Park Community Development Corp., Parks and Recreation Commission to discuss items related to Community Center project. – CC/DPCDC/PARC/City Staff/BSW

Financial

Debt Issued To-Date

- \$9,450,000 Certificates of Obligation, Series 2016 issued February 16, 2016 through a private placement to Wells Fargo Bank via a competitive bidding process
- \$2,700,000 Certificates of Obligation, Series 2017 issued February 14, 2017 through a private placement to First National Bank Texas via a competitive bidding process
- Note: the \$5,850,000 authorized for the Community Center Expansion/Renovation has not yet been issued pending a decision on how to proceed with the project
- In an agreement between the City of Deer Park and the DPCDC, the City agreed to issue and sell certificates and the DPCDC agreed to make payments to the City in amounts sufficient to pay the principal of and interest on the certificates

Deer Park Community Development Corporation (Fund 850)

This fund records the sales tax revenues, operating expenditures, including bond issuance costs, and debt service payments.

Revenues:

- Sales & Use Tax Revenues:
1Q (12/31/18) = \$259,892.45
2Q (03/31/19) = \$822,520.92
3Q (06/30/19) = \$983,688.11
4Q (09/30/19) = \$1,227,940.98 (through August 2019)
Total Fiscal YTD = \$3,294,042.46
- Investment Revenue:
1Q (12/31/18) = \$1,629.43
2Q (03/31/19) = \$1,540.34
3Q (06/30/19) = \$1,229.96

4Q (09/30/19) = \$1,023.41

Total Fiscal YTD = \$5,423.14

- ***Total Fiscal YTD Revenues as of 09/30/19: \$3,299,465.60 (preliminary and unaudited)***

Expenditures:

- Audit Fee:

2Q (03/31/19) = \$2,000.00

Total Fiscal YTD = \$2,000.00

- Operating Transfer – Debt Service:

3Q (06/30/19) = \$1,154,865.50

Total Fiscal YTD = \$1,154,865.50

- ***Total Fiscal YTD Expenditures as of 09/30/19: \$1,156,865.50 (preliminary and unaudited)***

Bond Fund – Certificates of Obligation (Fund 307)

This fund records the bond proceeds of the \$9,450,000 Certificates of Obligation, Series 2016 and the \$2,700,000 Certificates of Obligation, Series 2017 and all related capital project expenditures, including pay-as-you-go funding.

Revenues:

- Investment Revenue:

1Q (12/31/18) = \$11,816.75

2Q (03/31/19) = \$12,622.45

3Q (06/30/19) = \$12,861.63

4Q (09/30/19) = \$12,078.96

Total Fiscal YTD = \$49,379.79

- ***Total Fiscal YTD Revenues as of 09/30/19: \$49,379.79 (preliminary and unaudited)***

Expenditures:

- Buildings:

1Q (12/31/18) = \$843,770.15

○ Maxwell Center = \$150,894.95

○ Girls Softball = \$276,936.46

○ Soccer Fields = \$415,938.74

2Q (03/31/19) = \$121,172.16

- Maxwell Center = \$87,658.06
- Girls Softball = \$33,514.10

Total Fiscal YTD = \$964,942.31

- Improvements Other Than Buildings:

1Q (12/31/18) = \$316.47

- Dow Park = \$316.47 *

2Q (03/31/19) = \$209,746.68

- Maxwell Center = \$4,802.50
- Girls Softball = \$25,396.52
- Soccer Fields = \$179,547.66

3Q (06/30/19) = \$287,371.40

- Maxwell Center = \$4,802.50
- Girls Softball = \$3,650.00
- Soccer Fields = \$278,918.90

Total Fiscal YTD = \$497,434.55

- Machinery & Equipment:

1Q (12/31/18) = \$6,665.79

- Maxwell Center = \$6,665.79

2Q (03/31/19) = \$6,665.79

- Maxwell Center = \$6,665.79

Total Fiscal YTD = \$13,331.58

- Consulting Architect Fee

1Q (12/31/18) = \$20,760.01

- Maxwell Center = \$15,736.35
- Girls Softball = \$597.75
- Soccer Fields = \$2,528.39
- Community Center = \$1,897.52

2Q (03/31/19) = \$27,236.19

- Hike & Bike = \$2,350.00 *
- Girls Softball = \$2,594.83
- Soccer Fields = \$658.52
- Community Center = \$21,632.84

3Q (06/30/19) = \$28,116.46

- Hike & Bike = \$7,050.00 *
- Girls Softball = \$392.43
- Community Center = \$20,674.03

4Q (09/30/19) = \$22,338.49

- Hike & Bike = \$14,100.00 *
- Girls Softball = \$738.49
- Community Center = \$7,500.00

Total Fiscal YTD = \$98,451.15

- ***Total Fiscal YTD Expenditures as of 09/30/19: \$1,574,159.59 (preliminary and unaudited)***

* Pay-As-You Go Funded Projects; funding will be transferred from the DPCDC (Fund 850)

Additional Funding

Certain project costs have or are expected to exceed the total amount appropriated by the authorized Type B funding. In response, the City Council has approved several budget amendments to provide the additional resources to fund these projects. The following reports the total amounts approved for the respective projects:

- Dow Park = \$231,119.00
- Maxwell Center = \$33,800.00
- Girls Softball = \$538,319.00
- Soccer Fields = \$396,247.00

Total Budget Amendments = \$1,199,485.00

Deer Park Community Development Corporation

Quarterly Report: April 1, 2019 – June 30, 2019

Meetings Conducted and Activities

April 1 – Walk through of the Deer Park Girls Softball project – City Staff

April 3 – Kick-off meeting to discuss the Hike and Bike project – City Staff/Burditt/Hike and Bike trails committee members

April 4 – Meeting with Halff to discuss project items – City Staff/Halff

April 9 – Meeting to discuss Hike and Bike trails project – City Staff

April 15 – DPCDC quarterly report budget meeting – City Staff

April 15 – Conference call with Brinkley Sargent Wigington to discuss Community Center project – City Staff/BSW

April 16 – Meeting to discuss items related to minutes from meeting with Halff – City Staff

April 22 - Punch list walk through of the Deer Park Girls Softball Complex – City Staff/Tandem Services/Halff

April 22 – Meeting to discuss Community Center presentation – City Staff/BSW

April 22 – Regular meeting of the Deer Park Community Development Cooperation – City Staff/DPCDC

April 22 - Joint meeting of City Council, DPCDC, PARC to discuss items related to the Community Center project – City Staff/BSW/City Council/DPCDC/PARC

April 25 – Meeting to discussion items related to the Community Center project – City staff/BSW

May 1 – Walk through of the Deer Park Girls Softball project – City Staff

May 7 – Conference call to discuss items related to Community Center project – City staff/BSW

May 7 – Acceptance and release of retainage for the Maxwell Adult Center Expansion DPCDC project – City Staff/City Council

May 14 – Meeting to discuss items related to the Deer Park Girls Softball project – City Staff

May 16 – Meeting with Harris County Flood Control District to discuss potential Hike and Bike trail access – City Staff/HCFCD

May 21 – Walk through of the Deer Park Girls Softball project – City Staff

May 21 – Consideration of and action on an ordinance appointing a member of the Deer Park Community Development Corporation – City staff/City Council

May 23 – Walk through of the Deer Park Girls Softball project and Soccer Complex – City Staff/Tandem Services/Halff

May 25 – Conference call with Brinkley Sargent Wigington to discuss updates on Community Center project – City Staff/BSW

May 28 – Meeting to discuss items related to the Deer Park Girls Softball Complex – City staff

May 30 – Meeting to discuss items related to the Community Center project – City staff

June 17 – Conference call to discuss Community Center project design – City staff/BSW

June 18 – Ribbon cutting ceremony for the Deer Park Girls Softball Complex – City Staff/Halff/Tandem Services/City Council/Elected officials/Citizens from the community

June 24 – Meeting to discuss RAS inspection of the Deer Park Soccer Complex and Girls Softball Complex – City staff/Tandem Services/Halff

Financial

Debt Issued To-Date

- \$9,450,000 Certificates of Obligation, Series 2016 issued February 16, 2016 through a private placement to Wells Fargo Bank via a competitive bidding process
- \$2,700,000 Certificates of Obligation, Series 2017 issued February 14, 2017 through a private placement to First National Bank Texas via a competitive bidding process
- Note: the \$5,850,000 authorized for the Community Center Expansion/Renovation has not yet been issued pending a decision on how to proceed with the project
- In an agreement between the City of Deer Park and the DPCDC, the City agreed to issue and sell certificates and the DPCDC agreed to make payments to the City in amounts sufficient to pay the principal of and interest on the certificates

Deer Park Community Development Corporation (Fund 850)

This fund records the sales tax revenues, operating expenditures, including bond issuance costs, and debt service payments.

Revenues:

- Sales & Use Tax Revenues:

1Q (12/31/18) = \$259,892.45

2Q (03/31/19) = \$822,520.92

3Q (06/30/19) = \$983,688.11

Total Fiscal YTD = \$2,066,101.48

- Investment Revenue:

1Q (12/31/18) = \$1,629.43

2Q (03/31/19) = \$1,540.34

3Q (06/30/19) = \$1,229.96

Total Fiscal YTD = \$4,399.73

- ***Total Fiscal YTD Revenues as of 06/30/19: \$2,070,501.21 (preliminary and unaudited)***

Expenditures:

- Audit Fee:

2Q (03/31/19) = \$2,000.00

Total Fiscal YTD = \$2,000.00

- Operating Transfer – Debt Service:

3Q (06/30/19) = \$1,154,865.50

Total Fiscal YTD = \$1,154,865.50

- ***Total Fiscal YTD Expenditures as of 06/30/19: \$1,156,865.50 (preliminary and unaudited)***

Bond Fund – Certificates of Obligation (Fund 307)

This fund records the bond proceeds of the \$9,450,000 Certificates of Obligation, Series 2016 and the \$2,700,000 Certificates of Obligation, Series 2017 and all related capital project expenditures, including pay-as-you-go funding.

Revenues:

- Investment Revenue:

1Q (12/31/18) = \$11,816.75

2Q (03/31/19) = \$12,622.45

3Q (06/30/19) = \$12,861.63

Total Fiscal YTD = \$37,300.83

- ***Total Fiscal YTD Revenues as of 06/30/19: \$37,300.83 (preliminary and unaudited)***

Expenditures:

- Buildings:

1Q (12/31/18) = \$843,770.15

- Maxwell Center = \$150,894.95
- Girls Softball = \$276,936.46
- Soccer Fields = \$415,938.74

2Q (03/31/19) = \$121,172.16

- Maxwell Center = \$87,658.06
- Girls Softball = \$33,514.10

Total Fiscal YTD = \$964,942.31

- Improvements Other Than Buildings:

1Q (12/31/18) = \$316.47

- Dow Park = \$316.47 *

2Q (03/31/19) = \$209,746.68

- Maxwell Center = \$4,802.50
- Girls Softball = \$25,396.52
- Soccer Fields = \$179,547.66

3Q (06/30/19) = \$287,371.40

- Maxwell Center = \$4,802.50
- Girls Softball = \$3,650.00
- Soccer Fields = \$278,918.90

Total Fiscal YTD = \$497,434.55

- Machinery & Equipment:

1Q (12/31/18) = \$6,665.79

- Maxwell Center = \$6,665.79

2Q (03/31/19) = \$6,665.79

- Maxwell Center = \$6,665.79

Total Fiscal YTD = \$13,331.58

- Consulting Architect Fee

1Q (12/31/18) = \$20,760.01

- Maxwell Center = \$15,736.35
- Girls Softball = \$597.75
- Soccer Fields = \$2,528.39

- Community Center = \$1,897.52

2Q (03/31/19) = \$27,236.19

- Hike & Bike = \$2,350.00 *
- Girls Softball = \$2,594.83
- Soccer Fields = \$658.52
- Community Center = \$21,632.84

3Q (06/30/19) = \$28,116.46

- Hike & Bike = \$7,050.00 *
- Girls Softball = \$392.43
- Community Center = \$20,674.03

Total Fiscal YTD = \$76,112.66

- **Total Fiscal YTD Expenditures as of 06/30/19: \$1,551,821.10 (preliminary and unaudited)**

* Pay-As-You Go Funded Projects; funding will be transferred from the DPCDC (Fund 850)

Additional Funding

Certain project costs have or are expected to exceed the total amount appropriated by the authorized Type B funding. In response, the City Council has approved several budget amendments to provide the additional resources to fund these projects. The following reports the total amounts approved for the respective projects:

- Dow Park = \$231,119.00
- Maxwell Center = \$33,800.00
- Girls Softball = \$538,319.00
- Soccer Fields = \$396,247.00

Total Budget Amendments = \$1,199,485.00

Quarterly Report: January 1, 2019 – March 31, 2019

Meetings Conducted and Activities

January 3 – Meeting to discuss litigation related to the Dow Park Pavilion project – City Staff

January 7 – PARC meeting update on DPCDC projects – City Staff/PARC

January 7 – Special DPCDC meeting to discuss Maxwell items – City Staff/DPCDC

January 8 - Review of proposal for architectural services – Hike and Bike trails – City Staff

January 9– Deer Park Soccer Complex construction meeting – City Staff/Tandem Services/Halff

January 9 – Deer Park Girls Softball construction meeting – City Staff/Tandem Services/Halff

January 14 – Recreation Center site visits in the DFW area – City Staff/BSW

January 15 – Maxwell Center ribbon cutting – City Council/CDC/PARC/BSW/Halff/Frost/City Staff

January 16 – Meeting to discuss Halff payment item – City Staff

January 17 – Community Center presentation discussion for January 25 joint meeting – City staff

January 21 – Conference Call related to the Community Center project – City Staff/BSW

January 21 – Discussion on retainage reduction for Girls Softball and Soccer Complex projects – City staff

January 23– Deer Park Soccer Complex construction meeting – City Staff/Tandem Services/Halff

January 23 – Deer Park Girls Softball construction meeting – City Staff/Tandem Services/Halff

January 23 – Meeting to discuss Community Center project – City staff

January 28 – Regular DPCDC meeting – DPCDC/City Staff

January 28 – Joint meeting of the City Council/Deer Park Community Development Corp. Parks and Recreation Commission to discuss items related to the Community Center Renovations – City Staff/BSW/CC/DPCDC/PARC

January 29 – Meeting to discuss Halff expenses related to the Maxwell Center project – City Staff

February 5 – Meeting to discuss requested items related to Community Center project – City Staff

February 5 – Acceptance of DPCDC quarterly report – October –December 2018 – City Staff/City Council

February 5 – Enter into agreement with Burditt Consultants, LLC. for professional services for the development of the Type B Hike and Bike trails – City Staff/City Council

February 5 – Action on purchasing a monument sign for the Maxwell Adult Center – City Staff/City Council

February 5 – Ordinance to amend FY18-19 Capital Improvement fund budget for Girls Softball Complex – City Staff/ City Council

February 6 – Deer Park Soccer Complex construction meeting – City Staff/Tandem Services/Halff

February 6 – Deer Park Girls Softball construction meeting – City Staff/Tandem Services/Halff

February 13 – Meeting to discuss Community Center presentation for February 25th – City Staff

February 14 – Meeting to discuss Community Center project presentation– City Staff

February 18 – Conference call to discuss Community Center project presentation – City Staff/BSW

February 19 – Ordinance to amend FY18-19 Capital Improvement fund budget for Dee Park Soccer Complex project – City Staff/ City Council

February 20 – Deer Park Soccer Complex construction meeting – City Staff/Tandem Services/Halff

February 20– Deer Park Girls Softball construction meeting – City Staff/Tandem Services/Halff

February 20 – Meeting to discuss Community Center project presentation – City Staff

February 25 – Site visit to the La Porte Recreation Center – City Staff

February 25 - Meeting to discuss Community Center project presentation – City Staff/BSW

February 25 – Joint meeting of the City Council/Deer Park Community Development Corp. Parks and Recreation Commission to discuss items related to the Community Center Renovations – City Staff/BSW/CC/DPCDC/PARC

March 5 – Discussion about litigation concerning the Dow Park Pavilion project – City staff/Jeff Chapman

March 5 – Consideration of and action on a Soccer Complex change order – City Staff/City Council

March 6 – Girls Softball project site meeting – City staff/Tandem

March 8 – Meeting to discuss requested items related to Community Center project – City Staff

March 13 – Meeting to discuss progress on the Spencerview bridge – City Staff

March 18– Deer Park Soccer Complex construction meeting – City Staff/Tandem Services/Halff

March 18– Deer Park Girls Softball construction meeting – City Staff/Tandem Services/Halff

March 19 – On site meeting at Deer Park Girls Softball – City Staff/ Tandem Services

March 20 – Conference call with Brinkley Sargent Wigington – City Staff/BSW

March 25 – Site meeting to discuss turf items at Deer Park Soccer Complex – City Staff/ Tandem Services

Financial

Debt Issued To-Date

- \$9,450,000 Certificates of Obligation, Series 2016 issued February 16, 2016 through a private placement to Wells Fargo Bank via a competitive bidding process

- \$2,700,000 Certificates of Obligation, Series 2017 issued February 14, 2017 through a private placement to First National Bank Texas via a competitive bidding process
- Note: the \$5,850,000 authorized for the Community Center Expansion/Renovation has not yet been issued pending a decision on how to proceed with the project
- In an agreement between the City of Deer Park and the DPCDC, the City agreed to issue and sell certificates and the DPCDC agreed to make payments to the City in amounts sufficient to pay the principal of and interest on the certificates

Deer Park Community Development Corporation (Fund 850)

This fund records the sales tax revenues, operating expenditures, including bond issuance costs, and debt service payments.

Revenues:

- Sales & Use Tax Revenues:
1Q (12/31/18) = \$259,892.45
2Q (03/31/19) = \$822,520.92
Total Fiscal YTD = \$1,082,413.37
- Investment Revenue:
1Q (12/31/18) = \$1,629.43
2Q (03/31/19) = \$1,540.34
Total Fiscal YTD = \$3,169.77
- ***Total Fiscal YTD Revenues as of 03/31/19: \$1,085,583.14 (preliminary and unaudited)***

Expenditures:

- Audit Fee:
2Q (03/31/19) = \$2,000.00
Total Fiscal YTD = \$2,000.00
- ***Total Fiscal YTD Expenditures as of 03/31/19: \$2,000.00 (preliminary and unaudited)***

Bond Fund – Certificates of Obligation (Fund 307)

This fund records the bond proceeds of the \$9,450,000 Certificates of Obligation, Series 2016 and the \$2,700,000 Certificates of Obligation, Series 2017 and all related capital project expenditures, including pay-as-you-go funding.

Revenues:

- Investment Revenue:

1Q (12/31/18) = \$11,816.75

2Q (03/31/19) = \$12,252.67

Total Fiscal YTD = \$24,069.42

- ***Total Fiscal YTD Revenues as of 03/31/19: \$24,069.42 (preliminary and unaudited)***

Expenditures:

- Buildings:

1Q (12/31/18) = \$843,770.15

- Maxwell Center = \$150,894.95
- Girls Softball = \$276,936.46
- Soccer Fields = \$415,938.74

2Q (03/31/19) = \$121,172.16

- Maxwell Center = \$87,658.06
- Girls Softball = \$33,514.10
- Soccer Fields = \$0.00

Total Fiscal YTD = \$964,942.31

- Improvements Other Than Buildings:

1Q (12/31/18) = \$316.47

- Dow Park = \$316.47 *

2Q (03/31/19) = \$209,746.68

- Maxwell Center = \$4,802.50
- Girls Softball = \$25,396.52
- Soccer Fields = \$179,547.66

Total Fiscal YTD = \$210,063.15

- Machinery & Equipment:

1Q (12/31/18) = \$6,665.79

- Maxwell Center = \$6,665.79

2Q (03/31/19) = \$6,665.79

- Maxwell Center = \$6,665.79

Total Fiscal YTD = \$13,331.58

- Consulting Architect Fee

1Q (12/31/18) = \$20,760.01

- Maxwell Center = \$15,736.35
- Girls Softball = \$597.75
- Soccer Fields = \$2,528.39
- Community Center = \$1,897.52

2Q (03/31/19) = \$27,236.19

- Maxwell Center = \$0.00
- Hike & Bike = \$2,350.00 *
- Girls Softball = \$3,183.48
- Soccer Fields = \$69.87
- Community Center = \$21,632.84

Total Fiscal YTD = \$47,996.20

- **Total Fiscal YTD Expenditures as of 03/31/18: \$1,236,333.24 (preliminary and unaudited)**

* Pay-As-You Go Funded Projects; funding will be transferred from the DPCDC (Fund 850)

Additional Funding

Certain project costs have or are expected to exceed the total amount appropriated by the authorized Type B funding. In response, the City Council has approved several budget amendments to provide the additional resources to fund these projects. The following reports the total amounts approved for the respective projects:

- Dow Park = \$231,119.00
- Maxwell Center = \$33,800.00
- Girls Softball = \$538,319.00
- Soccer Fields = \$396,247.00

Total Budget Amendments = \$1,199,485.00

Quarterly Report: October 1, 2018 – December 31, 2018

Meetings Conducted and Activities

October 2 - Maxwell Construction meeting – Frost/BSW/ City Staff

October 11 – Irrigation inspection at Maxwell Center – Frost/City Staff/Halff

October 11 – Irrigation inspection at Girls Softball – Frost/City Staff/Halff

October 16 -Approval of purchase for furniture for the Maxwell Adult Center - CC/City Staff

October 16 – City Council appoints three (3) CDC members – CC/City Staff

October 22 – Meeting to discuss Maxwell Center opening – City Staff

October 22 – Deer Park Community Development Corporation regular board meeting – DPCDC/City Staff

October 23 – Maxwell Center Walk through and punch list – Frost/BSW/Halff/City Staff

November 6 – Maxwell Center walk through and punch list – Frost/BSW/Halff/City Staff

November 6 – Acceptance of DPCDC quarterly reports for April – June and July – September – CC/City Staff

November 6 – Authorization for the utilization of unencumbered project funds for security camera equipment at the Maxwell Center – CC/ City Staff

November 6 - Authorization for the utilization of unencumbered project funds to amend Halff architectural services contract for extended days at the Maxwell Center – CC/ City Staff

November 6 – Authorization to negotiate professional services agreement with Burditt Consultants for the comprehensive Hike and Bike Trail plan– CC/ City Staff

November 6 – Removal of member from the DPCDC and appointment of replacement member – CC/ City Staff

November 8 – Conference call to discuss potential litigation – City attorney/City Staff

November 12 – Meeting to discuss items related to Deer Park Girls Softball Project – City Staff

November 14 – Maxwell walk through tour – City Staff/City Council members

November 19 – Meeting to discuss items related to Maxwell Center – City Staff

November 19 – Maxwell walk through tour – City Staff/City Council members

November 20 – General public Maxwell walk through tour – City Staff/ Deer Park citizens

November 21 – General public Maxwell walk through tour – City Staff/Deer Park citizens

November 26 – Maxwell punch list discussion – City Staff/Frost

November 27 – Maxwell tour items meeting – City Staff

November 28– Deer Park Soccer Complex construction meeting – City Staff/Tandem Services/Halff

November 28 – Deer Park Girls Softball construction meeting – City Staff/Tandem Services/Halff

December 5 – Maxwell Center move in meeting – City Staff

December 10 – Deer Park Soccer Complex project discussion meeting – City Staff

December 12– Deer Park Soccer Complex construction meeting – City Staff/Tandem Services/Halff

December 12 – Deer Park Girls Softball construction meeting – City Staff/Tandem Services/Halff

December 13 – Houston area recreational facility tours – City Staff

December 18 – Authorization to reduce retainage from 5% - 2% on the Deer Park Soccer project for Tandem Services – CC/City Staff

December 19 – Maxwell Operations opening day – City Staff

December 19 – Pool assessment of the Dow Park Pool – City Staff/ XXX

December 20 – Houston area recreational facility tours – City Staff

Financial

Debt Issuance

- \$9,450,000 Certificates of Obligation, Series 2016 issued February 16, 2016 through a private placement to Wells Fargo Bank via a competitive bidding process
- \$2,700,000 Certificates of Obligation, Series 2017 issued February 14, 2017 through a private placement to First National Bank Texas via a competitive bidding process
- Note: the \$5,850,000 authorized for the Community Center Expansion/Renovation has not yet been issued pending a decision on how to proceed with the project
- In an agreement between the City of Deer Park and the DPCDC, the City agreed to issue and sell certificates and the DPCDC agreed to make payments to the City in amounts sufficient to pay the principal of and interest on the certificates

Deer Park Community Development Corporation (Fund 85)

This fund records the sales tax revenues, operating expenditures, including bond issuance costs, and debt service payments.

Revenues:

- Sales & Use Tax Revenues:

1Q (12/31/18) = \$259,892.45

Total Fiscal YTD = \$259,892.45

- Investment Revenue:

1Q (12/31/18) = \$1,630.03

Total Fiscal YTD = \$1,630.03

- ***Total Fiscal YTD Revenues as of 12/31/18: \$261,522.48 (preliminary and unaudited)***

Expenditures:

- Pay-As-You-Go – Dow Park:

1Q (12/31/18) = \$0.00

Total Fiscal YTD = \$0.00

- ***Total Fiscal YTD Expenditures as of 12/31/18: \$0.00 (preliminary and unaudited)***

Bond Fund – Certificates of Obligation (Fund 23)

This fund records the bond proceeds of the \$9,450,000 Certificates of Obligation, Series 2016 and the \$2,700,000 Certificates of Obligation, Series 2017 and all related capital project expenditures, including pay-as-you-go funding.

Revenues:

- Intergovernmental Revenue (*Pay-As-You-Go Funding*):

1Q (12/31/18) = \$0.00

Total Fiscal YTD = \$0.00

- Investment Revenue:

1Q (12/31/18) = \$11,816.75

Total Fiscal YTD = \$11,816.75

- ***Total Fiscal YTD Revenues as of 12/31/18: \$11,816.75 (preliminary and unaudited)***

Expenditures:

- Buildings:

1Q (12/31/18) = \$843,770.15

- Maxwell Center = \$150,894.95
- Girls Softball = \$276,936.46
- Soccer Fields = \$415,938.74

Total Fiscal YTD = \$843,770.15

- Improvements Other Than Buildings:

1Q (12/31/18) = \$316.47

- Dow Park = \$316.47

Total Fiscal YTD = \$316.47

- Machinery & Equipment:

1Q (12/31/18) = \$6,665.79

- Maxwell Center = \$6,665.79

Total Fiscal YTD = \$6,665.79

- Consulting Architect Fee

1Q (12/31/18) = \$20,760.01

- Maxwell Center = \$15,736.35
- Girls Softball = \$597.75
- Soccer Fields = \$2,528.39
- Community Center = \$1,897.52

Total Fiscal YTD = \$20,760.01

- ***Total Fiscal YTD Expenditures as of 12/30/18: \$871,512.42 (preliminary and unaudited)***

Additional Funding

Certain project costs have or are expected to exceed the total amount appropriated by the authorized Type B funding. In response, the City Council has approved several budget amendments to provide the additional resources to fund these projects. The following reports the total amounts approved for the respective projects:

- Dow Park = \$231,119.00
- Girls Softball = \$449,631.00
- Soccer Fields = \$107,197.00

Total Budget Amendments = \$787,947.00



Legislation Details (With Text)

File #: PUR 19-029 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 10/25/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Authorization to purchase a John Deere 310L Backhoe loader via the Buyboard Contract #515-18
Sponsors:
Indexes:
Code sections:
Attachments: [John Deere Backup.pdf](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Authorization to purchase a John Deere 310L Backhoe loader via the Buyboard Contract #515-18

Summary:

This purchase will include a new John Deere 310L Backhoe Loader for the Park Operations Division. As approved during the FY 2019-2020 budget process, funds will be utilized purchase this piece of equipment to improve efficiency at various park locations around the city. In addition, the new equipment will have a backhoe attachment which will be essential for construction projects, demolition, planting large trees, trenching projects, large irrigation repairs and more. This will eliminate the need for the Division to borrow or rent equipment when a front loader or backhoe is needed for jobs.

This purchase will be completed through Doggett Heavy Machinery utilizing the Buyboard Purchasing Cooperative Program (Contract #515-18).

Fiscal/Budgetary Impact:

\$75,570 10-432-4904 Approved Capital Outlay (FY19-20) amount

\$68,700 10-432-4904 John Deere 310L Backhoe Loader amount

Recommendation is to approve authorization to purchase a John Deere 310L Backhoe loader via the Buyboard Contract #515-18

TIME RECEIVED
October 16, 2019 at 3:06:56 PM CDT

REMOTE CSID
14094408762

DURATION
85

PAGES
4

STATUS
Received

10/16/2019 15:14 14094408762

SANTA FE PACK SHIP

PAGE 01/04



DOGGETT

Quote Id: 19407560

Prepared For:
CITY OF DEER PARK



Prepared By: **PATRICK NICKERSON**

Doggett Heavy Machinery
9111 North Freeway
Houston, TX 77037

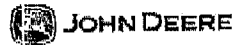
Tel: 713-679-6700

Fax: 713-674-0305

Email: patrick.nickerson@doggett.com

Offer Expires: 30 November 2019

Confidential

**DOGGETT****Quote Summary****Prepared For:**

CITY OF DEER PARK
710 E San Augustine St
Deer Park, TX 77536
Business: 281-478-7228

Prepared By:

PATRICK NICKERSON
Doggett Heavy Machinery
9111 North Freeway
Houston, TX 77037
Phone: 713-679-6700
patrick.nickerson@doggett.com

Quote Id: 19407560

Expiration Date: 30 November 2019

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 310L BACKHOE LOADER	\$ 68,700.00 X	1 =	\$ 68,700.00
BUYBOARD CONTRACT PRICING	\$ 0.00 X	1 =	\$ 0.00
Buyboard Contract # 515-16	\$ 0.00 X	1 =	\$ 0.00
John Deere Extended Warranty-48 Month 5000 Hour Powertrain and Hydraulic Warranty	\$ 0.00 X	1 =	\$ 0.00
Equipment Total			\$ 68,700.00

Quote Summary

Equipment Total	\$ 68,700.00
SubTotal	\$ 68,700.00
Total	\$ 68,700.00
Balance Due	\$ 68,700.00

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

DOGGETT

Quote Id: 19407560

Customer: CITY OF DEER PARK

JOHN DEERE 310L BACKHOE LOADER				
Hours:				
Stock Number:				
				Selling Price
				\$ 68,700.00
Code	Description	Qty	Unit	Extended
0A60T	310L BACKHOE LOADER	1	\$ 113,484.00	\$ 113,484.00
Standard Options - Per Unit				
170C	JDLINK Ultimate Cellular - 5 Years	1	\$ 0.00	\$ 0.00
1065	John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions	1	\$ 7,037.00	\$ 7,037.00
2015	Canopy (ROPS/FOPS)	1	\$ 0.00	\$ 0.00
2401	English Decals with English Operator and Safety Manuals	1	\$ 0.00	\$ 0.00
3035	2 Wheel Drive Powershift Transmission	1	\$ -11,861.00	\$ -11,861.00
4446	Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 12PR Front	1	\$ 430.00	\$ 430.00
5285	Pilot Controls, Two Lever, with Pattern Selection	1	\$ 2,594.00	\$ 2,594.00
5400	Less Coupler	1	\$ 0.00	\$ 0.00
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	1	\$ 1,333.00	\$ 1,333.00
6010	Standard Dipperstick	1	\$ 0.00	\$ 0.00
6210	No Auxiliary	1	\$ 0.00	\$ 0.00
7025	Two-Function Loader Hydraulics, Single Lever	1	\$ 0.00	\$ 0.00
7635	1.11 Cu. Yd. (0.85 Cu. M.) Heavy-Duty 86 in. (2.18 m) wide Bucket with Bolt-On Cutting Edge and Skid Plates	1	\$ 3,177.00	\$ 3,177.00
8415	Heavy-Duty Bumper - For Machines Without a Front Counterweight	1	\$ 217.00	\$ 217.00
8625	Single Battery, 150 Minute Reserve Capacity (950 CCA)	1	\$ 0.00	\$ 0.00
9905	Strobe Light with Magnetic Mount	1	\$ 572.00	\$ 572.00
Standard Options Total				\$ 3,499.00
Dealer Attachments				
AT186288	Slow Moving Vehicle Emblem	1	\$ 111.00	\$ 111.00
Dealer Attachments Total				\$ 111.00
Service Agreements				
	BUYBOARD CONTRACT PRICING	1	\$ 0.00	\$ 0.00
	Buyboard Contract # 515-16	1	\$ 0.00	\$ 0.00
	John Deere Extended Warranty - 48 Month 5000 Hour Powertrain and Hydraulic Warranty	1	\$ 0.00	\$ 0.00

Confidential



Selling Equipment

DOGGETT

Quote Id: 19407560

Customer: CITY OF DEER PARK

Service Agreements Total			\$ 0.00
Other Charges			
Freight	1	\$ 1,483.20	\$ 1,483.20
Other Charges Total			\$ 1,483.20
Suggested Price			\$ 118,577.20
Customer Discounts			
Customer Discounts Total			\$ -49,877.20
Total Selling Price			\$ 68,700.00

Confidential



Legislation Details (With Text)

File #: SUP 19-008 **Version:** 1 **Name:**
Type: Specific Use Permit Request **Status:** Agenda Ready
File created: 10/29/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Consideration of and action on a referral to the Planning and Zoning Commission for a Specific Use Permit from the request of Reformation Temple Church to conduct church services at 2033 Pickerton Drive.
Sponsors: City Secretary's Office
Indexes:
Code sections:
Attachments: [2033 Pickerton \(Reformation Temple Church\)](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Consideration of and action on a referral to the Planning and Zoning Commission for a Specific Use Permit from the request of Reformation Temple Church to conduct church services at 2033 Pickerton Drive.

Summary:

Guadalupe A. Cuadras of Reformation Temple Church is requesting a Specific Use Permit to conduct church services at 2033 Pickerton Dr. The church has outgrown there current location and has found a new location to conduct their church services.

Fiscal/Budgetary Impact:

None

Refer to Planning and Zoning to schedule a Public Hearing.

To City Council of Deer Park, Texas

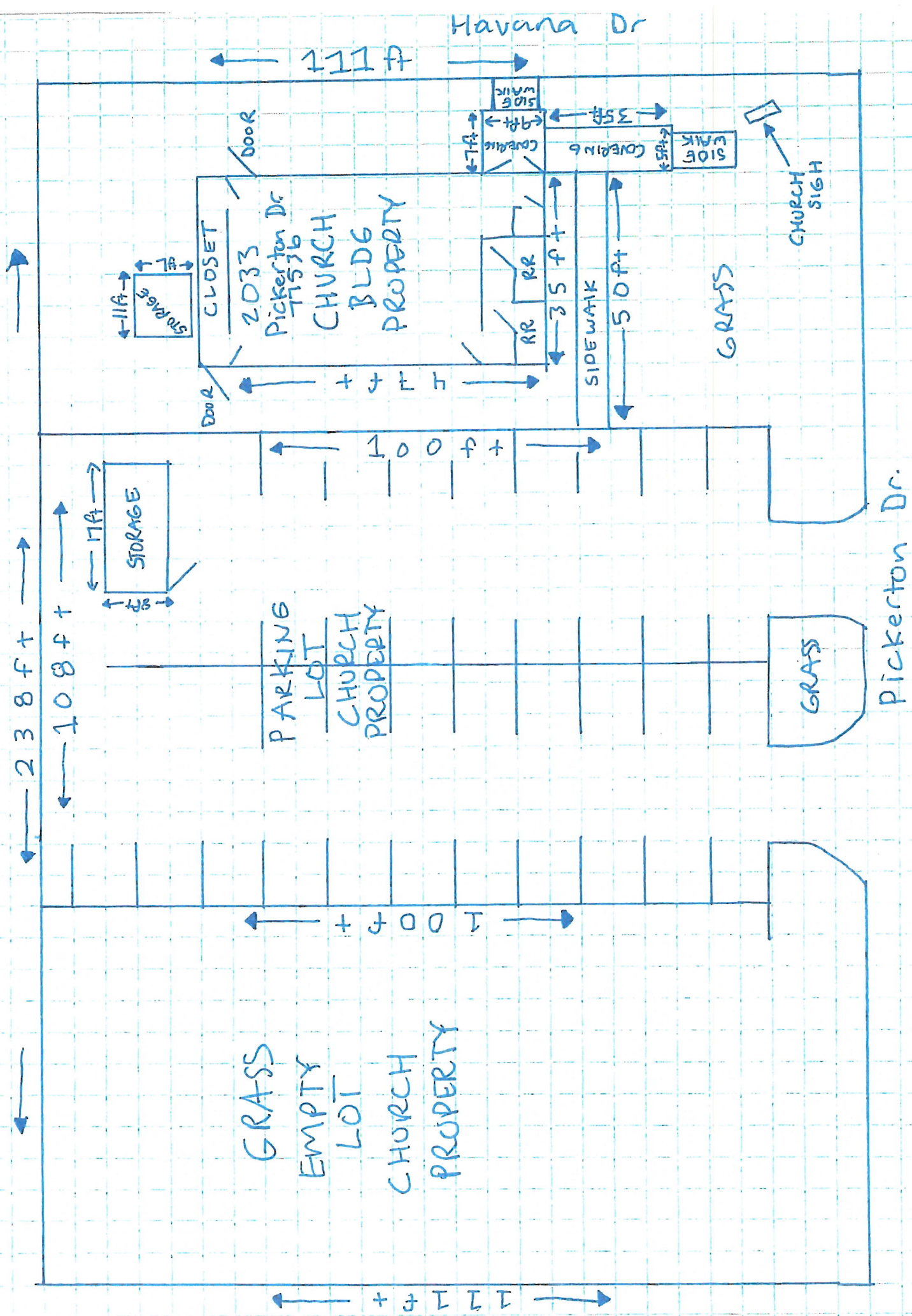
I, Guadalupe A. Cuadras, as the owner of the property 2033 Pickerton Dr. Deer Park, Texas 77536, would like to explain the reason for the request of the Specific Use Permit. When we occupied it we used it for a church and a place where the surrounding community could come and seek God and help if needed. We have moved to a different location due to the rapid growth of the congregation. We hope that the building could be continued to be used as a church and a place that can continue to help the community. Pastor Jose Varela is currently the Senior Pastor at Reformation Temple Church on 1305 W. Pasadena Blvd Deer Park, Tx 77536 and they are willing to continue to keep that spark of hope in the community going at 2033 Pickerton Dr. Deer Park, Tx 77536. For this reason, we seek the Specific Use Permit.

Thank you,

Guadalupe A. Cuadras

Rev. Guadalupe A. Cuadras

10-27-2019



CITY OF DEER PARK

Specific Use Permit



LN- 002283 -2019

PERMIT #: LN- 002283 -2019

ISSUED DATE: October 28, 2019

PROJECT:

EXPIRATION DATE: October 27, 2020

PROJECT ADDRESS: 2033 PICKERTON DR

OWNER NAME: Church Of Christ

CONTRACTOR:

ADDRESS: 230 W 7Th St

ADDRESS:

CITY: Dere Park

CITY:

STATE : TX

STATE :

ZIP: 77536

ZIP:

PHONE:



PROJECT DETAILS

PROPOSED USE:

DESCRIPTION: Moving Church

SQ FT:

0

VALUATION :

\$ 0.00

PERMIT FEES

TOTAL FEES : \$ 1,000.00

PAID: \$ 1,000.00

BALANCE: \$ 0.00

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

NOTICE

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

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

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

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT

OCT 28 2019

DATE

APPROVED BY

OCT 28 2019

DATE

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

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

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



Legislation Details (With Text)

File #: PUR 19-027 **Version:** 1 **Name:**

Type: Purchase **Status:** Agenda Ready

File created: 10/28/2019 **In control:** City Council

On agenda: 11/5/2019 **Final action:**

Title: Authorization to purchase through the Buy-Board the services of Fuquay, Inc. for the Jefferson Ave. Drainage Rehabilitation Project.

Sponsors: Public Works

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Authorization to purchase through the Buy-Board the services of Fuquay, Inc. for the Jefferson Ave. Drainage Rehabilitation Project.

Summary:

Authorization to purchase through the Buy-Board the services of Fuquay, Inc. for the Jefferson Ave. Drainage Rehabilitation Project. This Project consists of lining 2300 LF of large diameter CMP (Corrugated Metal Pipe) that runs down the Center of Jefferson Ave. This project is a part of the program to enhance drainage of this area and help mitigate flooding risks. This project will Cost \$656,721.86.

Fiscal/Budgetary Impact:

This project will be funded through 2019 CIP Fund 90.

Authorize staff to purchase through the Buy-Board the services of Fuquay, Inc. for the Jefferson Ave. Drainage Rehabilitation Project.



Legislation Details (With Text)

File #: PUR 19-028 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 10/28/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Consideration of and action on the authorization to purchase from Vaught Services, Inc., through the TIPS Cooperative Purchasing Program to perform Storm Sewer Rehabilitation on New Orleans St.
Sponsors: Public Works
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consideration of and action on the authorization to purchase from Vaught Services, Inc., through the TIPS Cooperative Purchasing Program to perform Storm Sewer Rehabilitation on New Orleans St.

Summary:

This project consists of slip lining 250 linear feet of storm sewer outfall pipe on New Orleans St. The existing storm pipe is in bad condition and needs to be upsized to allow better flow and capacity. In addition to the outfall being rehabilitated, the inlets will be replaced with larger inlets and the paving will be replaced that has been damaged due to drainage pipe failure. The services for this Project will be purchased through the TIPS Cooperative Purchasing Program using Vaught Services, Inc. (A Vortex Companies). The total price for this project is \$269,661.60.

Fiscal/Budgetary Impact: This project will be funded through Water/Sewer CIP Funds (Fund 90)



Legislation Details (With Text)

File #:	PUR 19-026	Version:	1	Name:	
Type:	Purchase	Status:		Agenda Ready	
File created:	10/24/2019	In control:		City Council	
On agenda:	11/5/2019	Final action:			
Title:	Consideration of and action on authorization to purchase a 2019 Freightliner M2-106 (Garbage Truck) for the Sanitation Division through the Houston-Galveston Area Council Cooperative Purchasing Program.				
Sponsors:	Finance				
Indexes:					
Code sections:					
Attachments:	HGAC Worksheet City of Deer Park 2021 M2-106 Rear Loader - Sanitation Deer Park DP5000 10-14-19 - Sanitation City of Deer Park 2021 M2-106 Freightliner Rear Loader - Sanitation				

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Consideration of and action on authorization to purchase a 2019 Freightliner M2-106 (Garbage Truck) for the Sanitation Division through the Houston-Galveston Area Council Cooperative Purchasing Program.

Summary:

The Sanitation Division is requesting the purchase of a new 2019 Freightliner M2-160 (Garbage Truck) as a replacement for a 2008 Freightliner Truck with a mileage of 55,000.

Vendor - Houston Freightliner

Cost - \$191,804.00

Fiscal/Budgetary Impact:

A budgeted amount of \$30,250.00 is included in the Fiscal Year 2019-2020 Sanitation Division Budget, Account No. 010-402-49080, Lease Purchase, to fund the first year of lease-purchase financing for a new garbage truck.

Approve the purchase of a 2019 Freightliner M2-106 (Garbage Truck) for the Sanitation Division through the Houston- Galveston Area Council Cooperative Purchasing Program.



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

HT06-18

Date
Prepared:

10/16/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Deer Park	Contractor:	Houston Freightliner
Contact Person:		Prepared By:	Adam Neuse
Phone:		Phone:	713-580-8148
Fax:		Fax:	713-676-1603
Email:		Email:	adam.neuse@strhouston.com

Product Code:	C6	Description:	2020 Freightliner M2-106 TRA
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 71614

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
L9 330 HP 1000 LB FT TQ	9897	Driver Controlled Differential Lock (Both Axles)	1091
Allison 3000 RDS Auto Trans	5089	7/16X3-9/16X11-1/8" Frame 120 KSI	654
RH Understep Aftertreatment w Vert Stack	617	315/80R22.5 20 PLY FR Tires	623
225" Wheelbase	788	315/80R22.5 20 PLY RR Tires	778
LH 80 Gallon Fuel Tank	233		
Basic High Back Air Driver Seat	159		
2 Man Passanger Seat	134		
Adjustable Steering Wheel	359		
AM/FM Radio w Bluetooth	299		
Battery Disconnect Mtd LH Driver Seat	131	Heil of Texas Rear Loader	89496
DA-F-16.0-5 16,000LB FR Drive Axle	1665	Subtotal From Additional Sheet(s):	
RT-46-160P 46,000LB RR Axle	3134	Subtotal B:	115147

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Tufrac Gen2 46,000 LB RR Suspension	3543		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	3543

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	190304	=	Subtotal D:	190304
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date: **G. Total Purchase Price (D+E+F):** 191804

**Heil of Texas**

5900 Wheeler St
Houston, TX 77023

QUOTATION

Quote #: 101419DP5000
Date: 10/14/2019
Expires On: 12/31/2019

Ship To

City of Deer Park

Deer Park, TX

Bill To

Houston Freightliner
9550 N Loop E Frwy
Houston, TX 77029

SALESPERSON	EMAIL		
Donald Siptak	donaidsiptak@heiloftexas.com		

QTY	PART #	PRODUCT NAME	
1		DuraPack 5000 25 Cubic Yard	

Standard Options

- 3.94 yd3 hopper
- Smooth side body construction
- Extra-duty 80,000 psi body
- Bolt-on ANSI rear riding steps
- Tailgate service props
- Remote mount cast iron roller bearing gear pump (less PTO)
- Chrome-plated cylinder rods
- Chrome-plated ejector cylinder sleeves
- Underbody mounted oil tank
- Level/temperature/sight gauge for hydraulic oil tank
- Oil suction shut-off valv
- 3-micron return line filter with magnetic trap and in-cab filter bypass monitor
- 140-micron suction line strainer
- Regenerative valve for fast packer and reload times
- Neutral safety switch for automatic transmissions only
- Right side buzzer controls
- Right side packer controls
- Backup alarm
- Backup and license plate light
- LED Center-mounted brake light
- LED Duplicate high and low mount stop, turn, and tail lights
- LED Mid-body turn signals
- Dual emergency stop buttons - one on each side of the tailgate
- LED FMVSS #108 clearance lights and reflectors
- ICC reflective tape
- Rear camera bracket and flood lights - reverse activated
- Body undercoating
- Customer's choice of one color finish paint
- Standard 1-year (2,000 hours of operation) warranty
- ANSI Z 245.1-1999 compliant
- Cavity coat and joint sealer

Options

	Full Factory Mount for Eject Models	
	Direct Mount Gear Pump - Not available on Mack Granite	

	Hot Shift PTO with Overspeed Protection	
	Hopper Work Light Kit - switch in cab	
	Body Side Backing Assist Light mounted front body bolster - reverse activated	
	Multi Function (SMART) LED Strobe/Turn Lamps	
	Left Hand Buzzer Kit	
	DP 5000 H.D. Contractors Package	
	Body Front Head Closure	
	Body Front Head Splash Guard	
	20 lbs Fire Extinguisher w/ Bracket	
	Tool Box Frame Mount	
	Broom and Shovel Rack	
	Mud Flaps mounted ahead of tires	
	5 Gallon Cooler and Bracket	
	Return Line Check Valve	
	Upper Panel Cover Kit	
	3rd Eye 5 Camera System	

Cost Each	\$	89,496
Extended Cost		\$89,496

Signature: _____

Effective Date: _____

Print Name: _____

Title: _____

Please sign and email to Donald Siptak at donaldsiptak@heiloftexas.com

THANK YOU FOR YOUR BUSINESS!

TERMS AND CONDITIONS

1. General

No terms or conditions of Buyer's purchase order which is different from or in additions to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS unit officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations of agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent.

2. Price and Payment

(a) Price quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

(b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including, without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXS, in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

(c) TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Texas.

3. Delivery

(a) If within 5 days after receipt of the goods, Buyer fails to notify the Seller in writing of any non-conforming goods, Buyer shall be deemed to have accepted the goods delivered. (b) Deliveries dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and other data required to be furnished by the Buyer. (c) If shipment or delivery is delayed because of an act or omission of the Buyer, payment shall be due upon notification by Seller that goods are ready for shipment. Buyer shall pay any additional charges including, but not limited to, cost of storage, handling, and insurance.

4. WARRANTY AND LIMITATIONS OF LIABILITY

EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATIONS IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

5. Delays

Sellers shall not be liable for the failure or delay in performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, order or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

6. Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, cost or goods and profit.

8. Miscellaneous

This agreement shall be binding upon the successors and assigns of the parties. If any provision herein is found to be invalid as a matter of law or by public policy, it shall be considered severed from the remainder of the provisions which shall remain in full force and effect. This agreement shall be governed by the law of the State of Texas.

ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

X

Customer Approval to Process Order

Date

Thank you for the opportunity to earn your business!

Prepared for:
Ben Alexander
City of Deer Park
710 East San Augustine
Deer Park, TX 77536
Phone: 281-478-7213



Prepared by:
Adam Neuse
Houston Freightliner
9550 North Loop East
Houston, TX 77029
Phone:

A proposal for
City of Deer Park

Prepared by
Houston Freightliner
Adam Neuse

Oct 16, 2019

Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-20M	M2 PRL-20M (EFF:04/30/19)		
Data Version			
DRL-021	SPECPRO21 DATA RELEASE VER 021		
Interior Convenience/Driver Retention Package			
055-002	INTERIOR CONVENIENCE PACKAGE		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-220	2020 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-001	REFUSE SERVICE		
A84-1SA	SANITATION BUSINESS SEGMENT		
AA4-013	MOIST BULK COMMODITY		
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 62000.0 lbs		

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Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-061	REFUSE, SIDE LOAD OR REAR PACKER BODY - UNLOADS IN A LANDFILL		
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		
AF3-119	HEIL ENVIRONMENTAL		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-22R	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	640	30
Electronic Parameters			
79A-069	69 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79G-104	5 MINUTE IDLE SHUTDOWN - TIMER RESET WITH CLUTCH AND SERVICE BRAKE		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
Engine Equipment			
99C-017	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		

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Data Code	Description	Weight Front	Weight Rear
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-998	NO CAB AUXILIARY POWER WIRING		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		

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	Data Code	Description	Weight Front	Weight Rear
N	242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)		
	273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
	276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
	110-003	CUMMINS SPIN ON FUEL FILTER		
	118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
	120-009	FLEETGUARD PLAIN COOLANT FILTER		
	266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70	
	103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
	171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
	172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
	270-016	RADIATOR DRAIN VALVE		
	168-002	LOWER RADIATOR GUARD		
	138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
	140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
	134-001	ALUMINUM FLYWHEEL HOUSING		
	132-004	ELECTRIC GRID AIR INTAKE WARMER		
	155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-312	ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-013	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

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Data Code	Description	Weight Front	Weight Rear
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
* 362-817	CUSTOMER INSTALLED CHELSEA 890 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

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Data Code	Description	Weight Front	Weight Rear
Front Axle and Equipment			
400-1A9	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER	5	
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-026	16,000# TAPERLEAF FRONT SUSPENSION	200	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
62H-010	FRONT SUSPENSION WITH LEFT HAND OFFSET SHACKLE BRACKET	4	
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-111	RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE		2,990
421-614	6.14 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30

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Houston, TX 77029
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Data Code	Description	Weight Front	Weight Rear
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		-20
425-002	REAR BRAKE DUST SHIELDS		10
440-006	REAR OIL SEALS		
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-298	TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION		820
621-108	460MM GLOBAL REFERENCE WHEEL HEIGHT		
431-003	AXLE CLAMPING GROUP		
624-025	55 INCH AXLE SPACING		
* 623-015	FORE/AFT AND HEAVY DUTY TRANSVERSE CONTR OL RODS		
439-002	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		40
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		

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Data Code	Description	Weight Front	Weight Rear
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-572	5725MM (225 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	370	290
552-054	2275MM (90 INCH) REAR FRAME OVERHANG		
55W-008	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-40	160
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 159.84 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 156.84 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 344.38		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 77.8 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 208.05 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 159.45 in		
* 560-008	UNDER OR OVERSLUNG CROSSMEMBER		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30
Chassis Equipment			

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Data Code	Description	Weight Front	Weight Rear
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
204-034	80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	40	10
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL REAR TIRES		400
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
	502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66
N	505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS	104
	50T-998	NO FRONT HUB COVERS	

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Houston, TX 77029
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Data Code	Description	Weight Front	Weight Rear
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
754-008	2-1/2 INCH FENDER EXTENSIONS	10	
678-001	LH AND RH GRAB HANDLES		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-002	DUAL ELECTRIC HORNS		
728-001	SINGLE HORN SHIELD		
657-1CV	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
469-998	NO WORK LIGHT		
744-1BM	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
74B-080	RH AND LH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	8	
729-001	STANDARD SIDE/REAR REFLECTORS		
275-061	ELECTRIC HORN WARNING SYSTEM FOR PARK BRAKE NOT SET WITH DOOR OPEN AND ALL IGNITION KEY POSITIONS		

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Data Code	Description	Weight Front	Weight Rear
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
647-001	WHITE WINTERFRONT	2	
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1AJ	LH AND RH DOOR ACTIVATED DOME LIGHTS, DUAL READING LIGHTS AND LH AND RH DOOR MOUNTED COURTESY LIGHTS		

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Data Code	Description	Weight Front	Weight Rear
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER		
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER		
763-102	HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
67E-998	NO ENTRY/ACCESS/STEP WIRING		

Instruments & Controls

732-003	WOODGRAIN DRIVER INSTRUMENT PANEL		
734-003	WOODGRAIN CENTER INSTRUMENT PANEL		
87L-005	ENGINE REMOTE INTERFACE WITHOUT INTERLOCKS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		

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	Data Code	Description	Weight Front	Weight Rear
	844-001	2 INCH ELECTRIC FUEL GAUGE		
	148-070	ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE		
	163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		
	856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
	864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
	830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
N	372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
	73H-001	POWER, GROUND AND ROOF MOUNTED BRACKET FOR ALLIANCE WIRELESS TECHNOLOGIES (THIRD EYE VIDEO SYSTEM) REAR VISION MONITOR AND VENDOR CAMERA CABLE TO BACK OF CAB	5	
	852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
	679-001	OVERHEAD INSTRUMENT PANEL		
	746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
	747-001	DASH MOUNTED RADIO		
	750-002	(2) RADIO SPEAKERS IN CAB		
	753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
	748-001	POWER AND GROUND STUDS IN/UNDER DASH		
	810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
	817-001	STANDARD VEHICLE SPEED SENSOR		
	812-001	ELECTRONIC 3000 RPM TACHOMETER		
	162-011	IDLE LIMITER, ELECTRONIC ENGINE		
	81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
	836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
	660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
	304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
	882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		

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Data Code	Description	Weight Front	Weight Rear
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000	PAINT: ONE SOLID COLOR
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Color

980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
963-003	STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
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Secondary Factory Options

998-033	CORPORATE PDI CENTER IN-SERVICE AND OPTION INSTALLATION/MODIFICATION
999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE

Raw Performance Data

AE4-99D	CALC'D FRAME LENGTH - OVERALL : 344.38
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 156.84 in
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 159.45 in

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

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Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7850 lbs	8525 lbs	16375 lbs
<hr/>			
Total Weight ⁺	7850 lbs	8525 lbs	16375 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

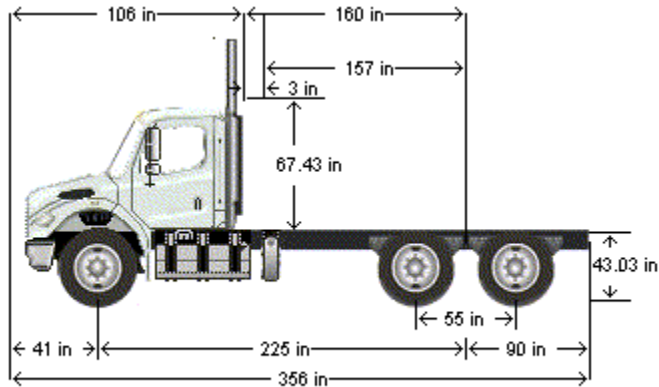
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106
Wheelbase (545) 5725MM (225 INCH) WHEELBASE
Rear Frame Overhang (552) 2275MM (90 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) NO FIFTH WHEEL
 Mounting Location (577) NO FIFTH WHEEL LOCATION
 Maximum Forward Position (in) 0
 Maximum Rearward Position (in) 0
 Amount of Slide Travel (in) 0
 Slide Increment (in) 0
 Desired Slide Position (in) 0.0
Cab Size (829) 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY
WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

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Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	159.8
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	156.8
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	249.4
Cab Height (CH)	67.4
Wheelbase (WB)	225.4
Frame Overhang (OH)	89.6
Overall Length (OAL)	355.7
Rear Axle Spacing	55.0
Unladen Frame Height at Centerline of Rear Axle	43.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Legislation Details (With Text)

File #: AUT 19-057 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 10/24/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Authorization to seek bids to obtain lease-purchase financing for a new 2019 Freightliner M2-160 Garbage Truck for the Sanitation Division.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Authorization to seek bids to obtain lease-purchase financing for a new 2019 Freightliner M2-160 Garbage Truck for the Sanitation Division.

Summary:

The Sanitation Division is requesting the purchase of a new 2019 Freightliner M2-160 Garbage Truck as a replacement for a 2008 Freightliner Garbage Truck with mileage of 55,000. This equipment will be purchased through the Houston-Galveston Area Council Cooperative Purchasing Program. As budgeted, the \$191,804.00 cost of the Garbage Truck would be financed through a lease-purchase. An amount of \$30,250.00 is included in the Fiscal Year 2019-2020 Sanitation Division budget to fund the first year of the lease-purchase financing for this equipment. The City would like to request bids for various financing options to determine the best alternative to fund this purchase.

Fiscal/Budgetary Impact:

The Fiscal Year 2019-2020 Sanitation Division Budget includes an amount of \$30,250.00 in Account No. 010-402-49080, Lease Purchase, for the first year of the lease payments.

Authorize the City to seek bids to obtain lease-purchase financing for a new 2019 Freightliner M2-160 Garbage Truck for the Sanitation Division.



Legislation Details (With Text)

File #:	PUR 19-024	Version:	1	Name:	
Type:	Purchase	Status:		Agenda Ready	
File created:	10/14/2019	In control:		City Council	
On agenda:	11/5/2019	Final action:			
Title:	Consideration and action on purchasing a Heating, Ventilation and Air Conditioning Building Automation System and Outside Air and Return Air Dampers for the Deer Park Police Department from Johnson Controls through the TIPS (The Interlocal Purchasing System) (CCPD Funded).				
Sponsors:	Crime Control District				
Indexes:					
Code sections:					
Attachments:	City of Deer Park Police Station - JCI Controls Proposal rev04 (2-20-2019)				

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Consideration and action on purchasing a Heating, Ventilation and Air Conditioning Building Automation System and Outside Air and Return Air Dampers for the Deer Park Police Department from Johnson Controls through the TIPS (The Interlocal Purchasing System) (CCPD Funded).

Summary:

The majority of the original Heating, Ventilation and Air Conditioning Building Automation System (BAS) and the outside air & return air dampers for air handler unit # 1 at the police facility will be over 15 years old in October of 2019 and is in need of replacement. The system is obsolete, and finding parts for repairs has become a challenge. Soon we will run into a situation where there is no part to be found. The outside air and return air dampers stop or regulate the flow of air inside the air-handling equipment, which is critical with a chemical release. The current one is rusted and does not seal properly. This replacement will also be an upgrade from galvanized to stainless steel, which is supposed to give us a better seal in the case of a shelter in place.

Fiscal/Budgetary Impact:

This purchase is being made through TIPS (The Interlocal Purchasing System), and with a company the City has used for many years.

\$89,500.00 - The CCPD and City Council approved \$97,175 in the 2019/2020 CCPD Budget for this

purchase.

Approve purchase.

DATE: 2/20/2019

REVISION: **4**

TO: City of Deer Park

LAST ADDENDUM: **0**

PROJECT: City of Deer Park Police Station

NOTE(S): TIPS #TX991224 Pricing

CONTROLS PROPOSAL

We are pleased to provide pricing for the **JOHNSON CONTROLS** *Metasys Building Automation System* for the above referenced project.

This proposal is in accordance with direction from City of Deer Park and Addendum 1 Construction Set mechanical plans issued on 01-27-2003 by Phillips Swager Associates with clarifications as noted herein.

<u>ITEM</u>	<u>QUANTITY</u>	<u>TAGS</u>	<u>DESCRIPTION</u>
I	N/A	N/A	JOHNSON CONTROLS METASYS BAS

CONTROLS DESCRIPTION

I JOHNSON CONTROLS METASYS BAS

Johnson Controls will provide the following Parts, Software, & Labor:

- ADS Server software and hardware (server, monitor, keyboard, and mouse)
- Field Equipment Controllers
- (1) Network Automation Engine
- New VAV box VMA controllers with integral actuators
- Software
- Programming
- Graphics
- Existing sensors to be replaced
 - (11) zone temperature sensors with set point adjust for ERCs
 - (9) CO2 sensors (to replace existing)
 - (2) CO sensors with EF-6 and EF-7 (to replace existing)
 - (3) OA AFMS probes for AHU (to replace existing)
 - (29) zone temperature sensors with set point adjust for VAV box (to replace existing)
 - (5) zone temperature sensors for Electric Unit Heaters (to replace existing)
- New sensors to be added to system
 - (1) New outdoor air humidity sensor – programmed to connect with AHU economizer
 - (29) new discharge air temperature sensors for VAV boxes
 - (11) new discharge air temperature sensors for ERCs
- (3) sets of new stainless steel OA and RA dampers ONLY for each AHU
 - Actuators and connecting rods included
- Programming to connect shut off switch to AHU-(1-3) and all EFs for shelter in place situation.
- 8 Hours of Owner Training
- 1 Year Warranty
- Existing equipment assessment – NO REPAIRS
- Engineering, Submittals, O&M Manuals
- Network trunk and all necessary control wiring to field devices

Johnson Controls will Control the following list of Equipment:

- (29) VAV Box with Electric Heat
- (3) AHUs
- (5) Electric Unit Heaters
- (6) Exhaust Fans

PLEASE NOTE THIS IS A LIST OF EQUIPMENT FOR WHICH BAS CONTROL IS QUOTED, NOT A LIST OF EQUIPMENT QUOTED.

Clarifications:

- This quote includes costs to pull wire for all new thermostats as requested, as well as disconnect and reconnect of controllers.
- Johnson Controls to field mount box controllers and actuators.
- Johnson Controls qualifies that all pressure sensors will be reused
- Owner shall provide Ethernet connection to new Web-based Network Interface Panels.
- This proposal shall be included within any contract terms and conditions.

Exclusions:

- Any control transformers, fan relays, or electric heat contactors not already present.

- Power wiring to the DDC controls or to the VAV box controllers
- Pressure sensors (reuse existing sensors)
- Furnishing, installing or wiring duct smoke detectors
- Wiring for fire alarm shutdown of HVAC equipment
- Furnishing smoke or combo fire/smoke dampers
- Wiring to smoke or combo fire/smoke dampers
- Installation of pipe mounted devices (ie. control valves, flow meter hot taps, sensor wells) or automatic dampers
- Motor starters, VFD's, or contactors
- Sales tax



PRICING:

All pricing is FOB with full freight allowed to jobsite, not including any taxes, fees or storage. Price is valid for 30 days after quotation.

BASE BID: Item "I" above ----- \$ 89,500.00

Thank you for the opportunity to be of service.

Respectfully,

HVAC Systems
Johnson Controls, Inc.

This proposal is hereby accepted and Johnson Controls, Inc., is authorized to proceed with the work; subject to credit approval by Johnson Controls Corporate. Payment terms are Net 30 days.

Company Name

Johnson Controls, Inc.
Company Name

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

CONTROLS TERMS AND CONDITIONS

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.
Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an **advance payment equal to 10% of the contract price**, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



Legislation Details (With Text)

File #: PUR 19-025 **Version:** 1 **Name:**

Type: Purchase **Status:** Agenda Ready

File created: 10/17/2019 **In control:** City Council

On agenda: 11/5/2019 **Final action:**

Title: Consideration of and action on authorization to purchase a 2019 Ford F-550 Chassis 4x2 SD Regular Cab with a Versa Lift SST-40-EIH (40 ft. telescopic aerial platform lift) through the BuyBoard Cooperative Purchasing Program.

Sponsors: Finance

Indexes:

Code sections:

Attachments: [Bucket Truck - Traffic department](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Consideration of and action on authorization to purchase a 2019 Ford F-550 Chassis 4x2 SD Regular Cab with a Versa Lift SST-40-EIH (40 ft. telescopic aerial platform lift) through the BuyBoard Cooperative Purchasing Program.

Summary:

The existing bucket truck, Unit 951, is a 2003 Ford with over 36,000 miles. The truck has been in the shop for several repairs. The City is requesting the purchase of a new truck, but requests keeping the existing truck as a back-up due to the specialized nature and need for a bucket truck. This bucket truck is also used by the Parks & Recreation Department, the Police Department, IT Services, and Street Maintenance (for trimming trees). The main reason to retain this truck is to have access to a bucket truck when the new truck is out of service, but the other key benefit of having both trucks is to make installing cabling across streets safer and more efficient because a bucket truck would be operating on both sides of the street at the same time.

Vendor - Grande Truck Center

Cost: \$101,975.00

Fiscal/Budgetary Impact:

This vehicle is included in the FY 2019-2020 Budget for the Traffic Division, Account No. 010-405-49080, Lease Purchase.

Authorization to purchase a 2019 Ford F-550 Chassis 4x2 SD Regular Cab with a Versa Lift SST-40-EIH (40 ft. telescopic aerial platform lift) through the BuyBoard Cooperative Purchasing Program.

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

BUYBOARD

10/16/2019

PRODUCT PRICING BASED ON CONTRACT

Customer:

City of Deer Park

Product Description:

F550 W/Aerial

A: Base Price in Bid/Proposal Number **521-16** \$ 27,449.00

B: Published Options [Itemize each item below]

99T Diesel	\$ 9,980.00	18B Cab Running Boards	\$ 650.00
X8L 4.88 L/S Axle	\$ 650.00	76C Back Up Alarm	\$ 395.00
68M 19,500 GVWR	\$ 1,695.00	425 50 State Emissions	\$ 575.00
84CA 169 W/B	\$ 725.00	31S Ship Through	\$ 650.00
AF Afterframe With 40 Gal Rear Ti #	\$ 950.00	2020 Chassis increase	\$ 1,200.00
67P HD Ft Axle	\$ 545.00	2020 Diesel Engine Increase	\$ 1,300.00
41H Block Heater	\$ 350.00		\$ -
62R PTO Prov	\$ 575.00	UTLI41 Aerial	\$ 44,513.00
18A Upfitter Module	\$ 650.00	SerVice Body	\$ 10,528.00
98R Regen Switch	\$ 500.00		\$ -

Subtotal Column 1: \$ 16,620.00

Subtotal Column 2: \$ 59,811.00

Published Options added to Base Price (Subtotal of "Col 1" + "Col 2") \$ 76,431.00

C: Subtotal of A + B => \$ 103,880.00

D: UnPublished Options %

Upgrade to Versalift SST-40-EIH	\$ (305.00)	\$ -
	\$ -	\$ -
		\$ -
		\$ -
		\$ -
		\$ -

Subtotal Column 1: \$ (305.00)

Subtotal Column 2: \$ -

Body \$ (305.00)

E: Contract Pride Adjustment {If any, explain here} 2020 Chasis additional Discount \$ - \$ (2,000.00)

F: Total of C + D ± E {Not including Buy Board Fee} => \$ 101,575.00

G: Quantity Ordered {Units x F} => # of Units 1 \$ 101,575.00

H: BUYBOARD Fee {From Fee Schedules, Table: _____ => @ _____ %} \$ 400.00

I: Non-Equipment Charges & Credits {ie: Ext. Warranty, Trade-In, Cost of Factory trips, etc.}

\$ -
\$ -

Subtotal of Non-Equipment Charges \$ -

J: TOTAL PURCHASE PRICE INCLUDING {G + H + I} => \$ 101,975.00

Grande Truck Center
PO Box 201210
San Antonio, Texas 78220

Rocky Shoffstall
PH 210-666-7112
FX 210-666-7216
800-779-7672 X112
10/16/2019

Grande Truck Confidential

Page 1

Versalift Southwest L.L.C.
1200 Texas Central Pkwy
Waco, Texas 76712-1415
254.420.5330



BUYBOARD QUOTE

VSW-20584R1

Customer: Grande Ford
Rocky Schoffstall rshoffstall@grandetruck.com

Date: October 16, 2019
Model: SST-40-EIH

Ref: City Of Deer Park
Edwin Garcia egarcia@deerparktx.org
Chris McNeely cmcneely@deerparktx.org

We are pleased to quote the VERSALIFT SST-40-EIH; insulated end mounted 40 ft. (12.2m) telescopic aerial platform lift, 45 ft. (13.7 m) working height, 27 ft. 9 in. (8.5 m) horizontal reach including the following items *(based on a 40" frame height)*:

AERIAL LIFT SPECIFICATIONS

PLATFORM - The fiberglass platform is 24 in. x 30 in. x 42 in. (0.61 m x 0. m x 1.07 m) deep with an inside and outside step for easy access. The platform capacity is 300 lbs. (136 kg). A tubular rubber support for the platform is provided.

PERSONNEL RESTRAINT SYSTEM – An arc flash rated safety harness and lanyard are supplied. The anchor for the lanyard is attached to the upper platform support.

PLATFORM LINER AND VINYL COVER - A 50 kV rated liner and soft vinyl cover are supplied for the platform.

SINGLE STICK PLATFORM CONTROL - The Unitrol single-stick control consists of a multi-jointed handle which operates the control valve. A safety trigger located on the underside of the single stickhandle will not allow boom movement until it is depressed. The control valve is full pressure and full flow. The operator can feather between the three control movements to provide multi-function boom action. An emergency stop control is provided.

TRUGUARD™ 2.0 - This advance upper controls isolation system provides 4" of electrical isolation from the entire upper controls, including the control dash panel. This system also includes a protective shield which helps prevent environmental and work related contaminants from making direct contact with the isolating surfaces.

HYDRAULIC PLATFORM LEVELING - Platform leveling is controlled by a master and slave cylinder arrangement. The platform leveling system can be activated from the upper controls to adjust platform leveling, tilt the platform for cleaning, or to ease the removal of an injured operator.

ROTATING PLATFORM – Provides 180° hydraulic platform rotation.

HYDRAULIC TOOL CIRCUIT AT THE PLATFORM - This system is designed to use open-center hydraulic tools. The tool circuit provides 5 gpm (19 lpm) at 2250 psi (158 kg/cm²).

OUTER/INNER BOOM ASSEMBLY- The outer/inner boom assembly includes an outer boom, telescopic inner boom, extension system, and hose assemblies. The outer boom consists of a 6 in. x 8 in. (150 mm x 200 mm) steel section and a 7.5 in. x 9.5 in. (190 mm x 240 mm) fiberglass section (Electroguard) that maintains a 42 in. (1.08 m) insulation gap with the inner boom fully retracted. The 5 in. x 7 in. (130 mm x 180 mm) rectangular fiberglass inner boom is housed within the outer boom. The extension system consists of a hydraulic cylinder, two holding valves, and a hose carrier housed entirely within the boom assembly. The hoses routed through the outer/inner boom assembly are non-conductive and fully contained within the boom assembly. The outer/inner boom assembly articulates from 14° below horizontal to 74° above horizontal. Actuated by a double acting cylinder with a holding valve, the outer/inner boom assembly is offset to one side to provide easy access to the platform. A tie-down strap is included.

COMPENSATED LOWER BOOM - The lower boom consists of a 6 in. (150 mm) square steel section. The SST-40 lower boom articulates from 5° below horizontal to vertical for a total travel of 95°. A compensation link forms a parallelogram linkage to maintain the outer/inner boom assembly at a constant angle to the turret.

AERIAL LIFT SPECIFICATIONS (CONTINUED)

CHASSIS INSULATION SYSTEM (Lower Boom Insert) – The fiberglass insert provides an insulation gap of 12 in. (305 mm). The insert is mounted on the steel boom sections, and then adhesive is pumped in under pressure to fill all voids. After curing, 16 bolts are added to assure maximum strength. A fiberglass section in the compensation link maintains the 12 in. insulation gap in all boom positions. A stainless steel stud is provided at each end of the insert to shunt the system during electrical testing. The insert is tested per ANSI A92.2.

PINS - Pins are high-strength alloy steel which are chrome plated for a hard finish and corrosion resistance. Pins are bolted in place with a welded pin tab at one end and a pin cap at the other for redundant retention.

CYLINDERS - Both the outer and lower boom cylinders are a threaded end-cap design. The lower boom and extension cylinders are equipped with two holding valves to prevent down creep and to lock the booms in position in the event of hose failure. The outer boom cylinder is equipped with one holding valve.

TURRET - The turret wings are ½ in. (13 mm) thick steel plate. A steel tube is welded between the turret wings to support the boom cylinder and provide rigidity. The turret plate is machined flat to support the rotation bearing. A bearing cover is provided to prevent foreign material from interfering with lift rotation.

CONTINUOUS ROTATION - Rotation is continuous and unrestricted in either direction. An electric and hydraulic collector ring assembly provides a path for hydraulic oil and electric signals from the pedestal to turret. Rotation is accomplished by a hydraulically driven worm and spur gear set acting on a shear-ball rotation bearing. The critical bolts holding the turret to the rotation bearing and the bearing to the pedestal are grade 8 hex head cap screws. These critical bolts are marked with a torque seal indicator to provide a quick means to inspect for relative movement. A slotted adjustment is provided for pinion and rotation gear clearances. An external hex drive is provided for manual rotation in case of hydraulic failure.

PEDESTAL - The pedestal is a round shape with an access opening on both sides. The 12 gallon (45 l) hydraulic reservoir is built integral to the pedestal. A 100-mesh suction screen and 10-micron return line filter are located inside the pedestal. The top plate is 1 ¼ in. (32 mm) thick and machined flat to support the rotation bearing.

HYDRAULIC OIL RESERVOIR - Designed as an integral part of the pedestal, the reservoir has an anti-splash baffle and easy to read fluid level gages. The oil capacity of the reservoir is 12 gallons (45 l), which is sufficient for a 5 GPM (19 lpm) hydraulic tool circuit.

INDIVIDUAL LOWER CONTROLS - Individual full pressure controls at the turret actuate all boom functions. The lower control station is equipped with a selector valve to override the upper controls.

LEVELING CONTROL AT LOWER CONTROLS - The platform leveling system can be activated from the lower controls to adjust platform leveling, tilt the platform for clean out, or to ease the removal of an injured operator.

LUBRICATION - Non-lube bearings are used at all points of motion. The rotation bearing is the only component that requires periodic lubrication.

HYDRAULIC SYSTEM - The open-center hydraulic system operates at 3 gpm (11.4 lpm) at 2250 psi (158 kg/cm²). The pump draws oil through a 100-mesh suction screen. A 10-micron return line filter with bypass valve is included. Fluid level gages are furnished for checking fluid level.

HOSES AND FITTINGS - The hoses routed through the booms are high pressure and non-conductive with swaged hose end fittings. Nylon sleeves are installed over hoses at points of movement. Reusable fittings can be installed if a hose is damaged.

ENGINE START/STOP AND MASTER CONTROL - The start/stop circuit has been designed so that the lift cannot be operated unless the truck ignition key is in the "run" position and the master switch is "on." This feature makes it difficult for unauthorized individuals to operate the lift when the truck is locked. An air cylinder at the platform and a toggle switch at the turret are provided to actuate the engine start/stop control.

BACKUP PUMP - An auxiliary hydraulic pump designed to bring the booms down in case the main hydraulic source fails. This system consists of a hydraulic pump driven by a 12V DC motor, which is powered by the truck engine battery. The system is connected in parallel with the main pump and is designed for non-continuous operation. An air cylinder at the platform and a toggle switch at the pedestal energize this system. When used with continuous rotation, an additional pass in the collector assembly is usually required.

AERIAL LIFT SPECIFICATIONS (CONTINUED)

TWO-SPEED MANUAL THROTTLE CONTROL - This system provides for aerial lift operation at efficient, economical engine idle speeds or faster engine speeds for hydraulic tool operation. An air cylinder at the platform and a toggle switch at the turret energize the manual throttle control.

ELECTRICAL INSULATION SPECIFICATIONS - The outer/inner boom assembly is tested and certified for electrical work at 46 KV and below in accordance with ANSI A92.2 requirements. The outer/inner boom assembly is fully insulated even in a retracted position.

PAINT - The complete unit is primed and painted prior to assembly. The standard color is white urethane.

SLOPE INDICATORS - Slope indicators are required on Versalift units and supplied by Time Manufacturing Co. Slope indicators shall be installed to indicate the level of the rotation bearing relative to the ground.

MANUALS - Two (2) Operator's Manuals, two (2) Service Manuals, one (1) Manual of Responsibilities, and one (1) EMI Safety Manual are included with each aerial lift.

CHASSIS SPECIFICATIONS

Minimum Chassis Requirements:

- Clean Cab to Axle Dimension (tops, sides and bottoms)84 in. (2.14 m)
- Frame Section Modulus 9.25 in³ (152 cm³)
- Frame Resisting Bending Moment..... 333,000 in-lbs. (37,600 N-m)
- GVWR 19,500 lbs. (8845 kg)
- Front GAWR..... 7,000 lbs. (3175 kg)
- Rear GAWR 13,500 lbs. (6124 kg)
- Approximate Curb Weight for Stability 13,100 lbs. (5942 kg)
- 2019 Ford F-550
- Diesel Engine
- Automatic Transmission with PTO Provision
- Rear Fuel Tank Only

BODY SPECIFICATIONS

Service Body:

132 inches long X 40 inches high X 94 inches wide

- 20 Inch compartment depth.
- 54 Inch bed area.
- 24 Inch top of floor to top of body.
- 18 Inch horizontal compartment height.
- 12 Ga Treadplate Wheel wells.
- 16 Ga. body materials.
- Four (4) - 5/8" Drain holes in each corner of the floor.
- 12 Ga. Hot rolled treadplate floor.
- 12 Ga. Hot rolled treadplate compartment tops.
- Stainless Steel Automotive rotary type door latches - Versalift
- Latch Covers on All doors.
- Stainless steel rod and socket type door hinges.
- Chain stops on all doors.
- Double Panel Body Doors.
- Rubber rolled crown type fenders.
- Master door lock system.
- Automotive Bulb Type Weather-stripping.
- Front bulk head.
- Shelving / Hooks installed on Uni-Strut for infinite adjustment.
- Mud Flap brackets, 4" x 1/4" Flat with four 5/16" holes 1" from bottom & ends then evenly spaced

BODY SPECIFICATIONS (CONTINUED)

Streetside Compartmentation:

1st Vertical:

30 Inches wide

- Five (5) fixed material hooks 1-3-1.

2nd Vertical:

24 Inches wide

- Two (2) adjustable shelves each with adjustable dividers on 4" centers.

Horizontal:

54 Inches wide

- One (1) adjustable shelf with adjustable dividers on 4" centers.

Rear Vertical:

24 Inches wide

- Two (2) adjustable shelves each with adjustable dividers on 4" centers.

Hotstick Shelf:

132 Inches long

- Rear dropdown access door.

Curbside Compartmentation:

1st Vertical:

30 Inches wide

- Five (5) fixed material hooks 1-3-1.

2nd Vertical:

24 Inch wide

- Gripstrut access steps to bed area.

Horizontal:

54 Inch

- Open compartment.

Rear Vertical:

24 Inches wide

- Five (5) fixed material hooks 1-3-1.

Frame Installation:

- Cut-out for customer supplied Tower – SST-40-EIH
- 2" x 2" Treadplate Angle at front bulkhead.

Treadplate Tailshelf:

24 inches long X Full width of body x 6 inches high

- 7-Lamp light bar installed at rear.

Rear Lighting L.E.D in Tailshelf:

- Rubber mounted recessed rear lighting kit with harness
- Two (2) stop/tail/turn lights - L.E.D.
- Two (2) clear back up lights - LED
- Two (2) front clearance lights reflector style - L.E.D
- Two (2) side clearance lights reflector style - L.E.D
- Two (2) rear clearance lights reflector style - L.E.D
- Three (3) light center cluster reflector Style - L.E.D
- 7-Lamp light wiring harness.

BODY SPECIFICATIONS (CONTINUED)

Wheel Chock Storage:

- One each side built into body wheel wells.
- Pendulum Retainers.

Fuel Filler Cut out in Wheel panel, Streetside:

- Ford fuel filler is square and behind wheel.

Belted Step:

- One (1) Rubber Belted type step at side access.
- One (1) Rubber Belted type step at rear of tailshelf - Curbside.

Grab Handles:

- Two (2) each 11" Weld On Type at side access of body.
- Two (2) Pool type grab handles top of tailshelf.

Paint:

- Prime Paint Gray Interior
- Rubberized protective undercoating

INSTALLATION DETAILS

- Furnish and install mounting hardware, PTO, and pump
- Install VERSALIFT SST-40-EIH
- Furnish and install hydraulic diagnostic test ports
- Furnish and install body and accessories
- Furnish and install park brake interlock
- Furnish and install slope indicators
- Furnish and install backup alarm
- Furnish and install quick disconnects with dust caps at the platform tool power
- Furnish and install a pedestal mounted LED amber strobe light on the rear streetside compartment top
- Furnish and install combo pintle/hitch with 2" ball and two (2) safety "D" rings
- Furnish and install ICC rear bumper
- Furnish and install a 7 prong round-pin trailer receptacle
- Furnish and install mud flaps
- Furnish and install travel height decal in the cab
- Furnish and install a rear under-frame torsion bar
- Furnish and install rubber bumper for hotstick door
- Paint body to match cab and chassis
- Paint treadplate floor and compartment tops with black no-skid
- Furnish a 5 lb. fire extinguisher and a 3-piece triangle reflector kit
- Test ride completed unit for 1 hour
- Test and Certify per ANSI A92.2

PRICE SUMMARY

Aerial, Body, Accessories and Installation:	\$ 54,400.00
Chassis (2019 Ford F-550):	\$To Be Supplied
SUBTOTAL:	\$ 54,400.00
NET PRICE FOB WACO, TEXAS:	\$ 54,400.00

OPTIONS

Option 1: Delivery to Deer Park, Texas: ADD TO NET PRICE: \$ 390.00

NOTES

1. Your Terms This Order: Net 30 Days pending credit approval.
2. Days to Delivery: Approximately 210 – 240 Days after receipt of order or 60 days after receipt of chassis, whichever is later. Delivery times are subject to change without prior notice.
3. This Quotation Valid For: 30 Days
4. This quotation does not include any applicable sales tax, title, license or state inspection.
5. If Versalift Southwest is not supplying the chassis; it is the customer's responsibility to deliver the chassis to our facility in Waco, Texas.
6. Customer supplied chassis specification must accompany purchase order along with the contact information of the supplying chassis dealer. If the chassis specification does not meet minimum requirements for the application additional charges may be incurred to meet those requirements. This is necessary to order the correct mounting hardware to accommodate the particular chassis to be used.

Thank you for considering **Versalift Southwest** to meet your utility equipment needs. We look forward to earning your business.

Sincerely,

Steve Niles
Regional Sales Manager
Phone: (254) 717-3523
steveniles@versalift.com

Signature: _____ Date: _____

P.O. #: _____ Quantity: _____ Options: _____

Please sign and date this quote if you would like to purchase this unit as stated in the quotation listed above. Indicate any options that you wish to include on your unit by the option number in the space provided above. Please fax this with your PO to (254) 776-8025 or email to staceymetayer@versalift.com.

2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950



Client Proposal

Prepared by:

ROCKY SHOFFSTALL

Office: 210-661-4121

Date: 10/16/2019



Grande Truck Center | 4562 IH 10 East, San Antonio, Texas, 782194205
Office: 210-661-4121 | Fax: 210-666-7211



Prepared by: ROCKY SHOFFSTALL
10/16/2019

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

Re: Vehicle Proposal 10/16/2019

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

ROCKY SHOFFSTALL



Prepared by: ROCKY SHOFFSTALL

10/16/2019

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

As Configured Vehicle

Code	Description
F5G	Base Vehicle Price (F5G)
660A	Order Code 660A <i>Includes:</i> <ul style="list-style-type: none">- Tires: 225/70Rx19.5G BSW A/P- Optional spare is 225/70Rx19.5G BSW A/P.- Wheels: 19.5" Argent Painted Steel- HD Vinyl 40/20/40 Split Bench Seat- Includes center armrest, cupholder, storage and driver's side manual lumbar.- Radio: AM/FM Stereo- Includes 4 speakers.
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, Intelligent Oil-Life Monitor, manual push-button engine-exhaust braking and split-shaft calibration compatibility.</i> <i>Includes:</i> <ul style="list-style-type: none">- Dual 78-AH 750 CCA Batteries- 220 Amp Extra Heavy Duty Alternator
44W	Transmission: TorqShift 6-Speed Automatic (6R140). <i>Includes SelectShift.</i>
X8L	Limited Slip w/4.88 Axle Ratio
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14,706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>
TGJ	Tires: 225/70Rx19.5G BSW A/P <i>Optional spare is 225/70Rx19.5G BSW A/P.</i>
64Z	Wheels: 19.5" Argent Painted Steel
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>
PAINT	Monotone Paint Application
169WB	169" Wheelbase
41H	Engine Block Heater
62R	Transmission Power Take-Off Provision <i>Includes transmission mounted live drive and stationary mode PTO.</i>
98R	Operator Commanded Regeneration (OCR)
18A	Upfitter Interface Module
18B	Platform Running Boards

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: ROCKY SHOFFSTALL

10/16/2019

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

As Configured Vehicle (cont'd)

Code	Description
STDRD	Radio: AM/FM Stereo <i>Includes 4 speakers.</i>
76C	Exterior Backup Alarm (Pre-Installed) <i>Custom accessory.</i>
425	50-State Emissions System
AS_01	Medium Earth Gray
Z1_01	Oxford White

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Prepared by: ROCKY SHOFFSTALL

10/16/2019

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

Selected Equip & Specs

Dimensions

- Exterior length: 254.8" • Cab to axle: 84.0" • Exterior width: 80.0" • Exterior height: 81.7" • Wheelbase: 169.0" • Front track: 74.8" • Rear track: 74.0" • Turning radius: 24.2' • Rear tire outside width: 93.9" • Min ground clearance: 8.3" • Front legroom: 43.9" • Front headroom: 40.8" • Front hiproom: 62.5" • Front shoulder room: 66.7" • Passenger volume: 64.6cu.ft.
- Cargo volume: 11.6cu.ft. • Maximum cargo volume: 11.6cu.ft.

Powertrain

- * **Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection** • **Recommended fuel : diesel** • federal • TorqShift 6 speed automatic transmission with overdrive • Rear-wheel drive • **Limited slip differential** • Fuel Economy Cty: N/A • Fuel Economy Highway: N/A • **Transmission PTO provision**

Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks • **Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks** • Firm ride Suspension • Hydraulic power-assist re-circulating ball Steering • Front and rear 19.5 x 6 argent steel wheels • LT225/70SR19.5 GBSW AS front and rear tires • Dual rear wheels

Body Exterior

- 2 doors • Driver and passenger , manual folding door mirrors • Black door mirrors • Black bumpers • **Side steps** • Trailer harness • Clearcoat paint • Front and rear 19.5 x 6 wheels • 2 front tow hook(s)

Convenience

- Manual air conditioning with air filter • Manual front windows • Manual door locks • Manual tilt steering wheel • Manual telescopic steering wheel • Day-night rearview mirror • 1 1st row LCD monitor • Front cupholders • Passenger visor mirror • Upfitter switches

Seats and Trim

- Seating capacity of 3 • Front 40-20-40 split-bench seat • 4-way driver seat adjustment • Manual driver lumbar support • 4-way passenger seat adjustment • Centre front armrest with storage

Entertainment Features

- AM/FM stereo radio • 4 speakers • Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights • Delay-off headlights • Fully automatic headlights • Variable intermittent front windshield wipers • Light tinted windows • Front reading lights • Tachometer • Outside temperature display • Trip computer • Trip odometer

Safety and Security

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: ROCKY SHOFFSTALL

10/16/2019

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

Selected Equip & Specs (cont'd)

• 4-wheel ABS brakes • Brake assist • 4-wheel disc brakes • Driveline traction control • Dual front impact airbag supplemental restraint system with passenger cancel • Dual seat mounted side impact airbag supplemental restraint system • Safety Canopy System curtain 1st row overhead airbag supplemental restraint system • Manual door locks • Manually adjustable front head restraints

Dimensions

General Weights

* Curb	7,612 lbs.	* GVWR	19,500 lbs.
* Payload	12,000 lbs.		

Front Weights

* Front GAWR	6,000 lbs.	* Front curb weight	4,421 lbs.
Front axle capacity	7,000 lbs.	* Front spring rating	6,000 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

* Rear GAWR	14,706 lbs.	* Rear curb weight	3,191 lbs.
* Rear axle capacity	14,706 lbs.	* Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	Trailer sway control	Yes
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General Trailering

* 5th-wheel towing capacity	23600 lbs.	* Gooseneck towing capacity	23600 lbs.
Towing capacity	18500 lbs.	* GCWR	32000 lbs.

Fuel Tank type

Capacity	40 gal.
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Off Road

Min ground clearance	8 "
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Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
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Rear Frame

Height loaded	29 "	Height unloaded	34 "
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Powertrain

Engine Type

* Brand	Powerstroke	Block material	Iron
* Cylinders	V-8	Head material	Aluminum

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: ROCKY SHOFFSTALL

10/16/2019

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

Selected Equip & Specs (cont'd)

* Ignition	Compression	* Injection	Diesel direct injection
* Liters	6.7L	Orientation	Longitudinal
* Recommended fuel	Diesel	* Valves per cylinder	4
* Valvetrain	OHV	* Forced induction	Intercooled turbo
<i>Engine Spec</i>			
* Bore	3.90"	* Compression ratio	16.2:1
* Displacement	406 cu.in.	* Stroke	4.25"
<i>Engine Power</i>			
* Output	330 HP @ 2,600 RPM	* Torque	750 ft.-lb @ 2,000 RPM
<i>Alternator</i>			
Type	HD	* Amps	220
<i>Battery</i>			
Amp hours	78	Cold cranking amps	750
Run down protection	Yes	* Type	Dual
<i>Engine Extras</i>			
* Block heater	Yes		
<i>Transmission</i>			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		
<i>Transmission Gear Ratios</i>			
1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		
<i>Transmission Torque Converter</i>			
Stall ratio	1.90		
<i>Transmission Extras</i>			
Driver selectable mode	Yes	Sequential shift control	SelectShift
* PTO provision	Yes		
<i>Drive Type</i>			
Type	Rear-wheel		
<i>Drive Feature</i>			
* Limited slip differential	Mechanical	Traction control	Driveline
* Power take-off provision	Yes		
<i>Drive Axle</i>			

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2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

Selected Equip & Specs (cont'd)

Ratio 4.88

Exhaust

Material Stainless steel System type Single

Emissions

CARB Federal

Fuel Economy

* Fuel type Diesel

Engine Retarder

* Type Yes

Driveability

Brakes

ABS 4-wheel ABS channels 3
Type 4-wheel disc Vented discs Front and rear

Brake Assistance

Brake assist Yes

Suspension Control

Ride Firm

Front Suspension

Independence Mono-beam non-independent Anti-roll bar Regular

Front Spring

Type Coil Grade Regular

Front Shocks

Type HD

Rear Suspension

* Independence DANA 130 rigid axle Type Leaf
Anti-roll bar Regular

Rear Spring

Type Leaf Grade HD

Rear Shocks

Type HD

Steering

Activation Hydraulic power-assist Type Re-circulating ball

Steering Specs

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Prepared by: ROCKY SHOFFSTALL

10/16/2019

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

Selected Equip & Specs (cont'd)

of wheels 2

Exterior

Front Wheels

Diameter 19.5" Width 6.00"

Rear Wheels

Diameter 19.5" Width 6.00"
Dual Yes

Front and Rear Wheels

Appearance Argent Material Steel

Front Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm LT load rating G
RPM 647

Rear Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm LT load rating G
RPM 647

Wheels

Front track 74.8" Rear track 74.0"
Turning radius 24.2' Wheelbase 169.0"
Rear tire outside width 93.9"

Body Features

Front license plate bracket Yes Front splash guards Yes
Body material Aluminum Side impact beams Yes
* Side steps Yes Front tow hook(s) 2

Body Doors

Door count 2

Exterior Dimensions

Length 254.8" Body width 80.0"
Body height 81.7" Cab to axle 84.0"
Axle to end of frame 47.2" * Frame section modulus 17.2cu.in.
Frame yield strength (psi) 50000.0 Frame rail width 34.2"

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2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

Selected Equip & Specs (cont'd)

Front bumper to Front axle	38.3"	Cab to end of frame	131.2"
Front bumper to back of cab	123.7"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead Safety Canopy System curtain 1st row		Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

Seatbelt

Height adjustable	Front
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Seating

Passenger Capacity

Capacity	3
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Front Seats

Split	40-20-40	Type	Split-bench
-------	----------	------	-------------

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable
---------	--------	------	------------

Front Armrest

Centre	Yes	Storage	Yes
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Front Seat Trim

Material	Vinyl	Back material	Vinyl
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Convenience

AC And Heat Type

Air conditioning	Manual	Air filter	Yes
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Audio System

Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes		

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Price Level: 950

Selected Equip & Specs (cont'd)

Audio Speakers

Speaker type	Regular	Speakers	4
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Audio Antenna

Type	Fixed
------	-------

LCD Monitors

1st row	1	Primary monitor size (inches)	2.3
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Convenience Features

12V DC power outlet	2	* Back-up alarm	Yes
Upfitter switches	Yes		

Door Lock Activation

Type	Manual
------	--------

Instrumentation Type

Display	Analog
---------	--------

Instrumentation Gauges

Tachometer	Yes	Engine temperature	Yes
* Turbo/supercharger boost	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		

Instrumentation Displays

Clock	In-radio display	Exterior temp	Yes
Systems monitor	Yes		

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
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Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

Window 1st row activation	Manual
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Window Features

Tinted	Light
--------	-------

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Prepared by: ROCKY SHOFFSTALL

10/16/2019

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

Selected Equip & Specs (cont'd)

Front Windshield

Wiper Variable intermittent

Rear Windshield

Window Fixed

Interior

Passenger Visor

Mirror Yes

Rear View Mirror

Day-night Yes

Headliner

Coverage Full Material Cloth

Floor Trim

Coverage Full Covering Vinyl/rubber

Trim Feature

Gear shift knob Urethane Interior accents Chrome

Lighting

Dome light type Fade Front reading Yes

Variable IP lighting Yes

Storage

Front Beverage holder(s) Yes Glove box Locking

Illuminated Yes Instrument panel Covered bin

Dashboard Yes

Legroom

Front 43.9"

Headroom

Front 40.8"

Hip Room

Front 62.5"

Shoulder Room

Front 66.7"

Interior Volume

Passenger volume 64.6 cu.ft.

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10/16/2019

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2019 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 950

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months
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Powertrain

Distance	60,000 miles	Months	60 months
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Corrosion Perforation

Distance	Unlimited miles	Months	60 months
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Roadside Assistance

Distance	60,000 miles	Months	60 months
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Legislation Details (With Text)

File #: AUT 19-055 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 10/17/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Authorization to seek bids to obtain lease-purchase financing for a new 2019 Ford F-550 Chassis 4x2 SD Regular Cab with a Versa Lift SST-40-EIH (40 ft. telescopic aerial platform lift) for the Traffic Division.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Authorization to seek bids to obtain lease-purchase financing for a new 2019 Ford F-550 Chassis 4x2 SD Regular Cab with a Versa Lift SST-40-EIH (40 ft. telescopic aerial platform lift) for the Traffic Division.

Summary:

The Traffic Division is requesting the purchase of a new 2019 Ford F-550 Chassis 4x2 SD Regular Cab with a Versa Lift SST-40-EIH (40 ft. telescopic aerial platform lift). This bucket truck would be purchased through the BuyBoard Cooperative Purchasing Program. As budgeted, the \$101,975.00 cost of this truck would be financed through a lease-purchase. An amount of \$26,440.00 is included in the Fiscal Year 2019-2020 Traffic Division budget to fund the first year of the lease-purchase financing for this equipment. The City would like to request bids for various financing options to determine the best alternative to fund this purchase.

Fiscal/Budgetary Impact:

The Fiscal Year 2019-2020 Traffic Division budget includes an amount of \$26,440.00 in Account No. 010-405-49080, Lease Purchase, for the first year of the lease payments.

Authorize the City to seek bids to obtain lease-purchase financing for a new 2019 Ford F-550 Chassis 4x2 SD Regular Cab with a Versa Lift SST-40-EIH (40 ft. telescopic aerial platform lift) for the Traffic Division.



Legislation Details (With Text)

File #: AGR 19-040 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 10/28/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Consideration of and action on entering into an agreement for engineering services for the Rehabilitation of the Pasadena Blvd Ground Storage Tank.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [2018 Pasadena Blvd. GST Rehab LOA](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Consideration of and action on entering into an agreement for engineering services for the Rehabilitation of the Pasadena Blvd Ground Storage Tank.

Summary: Staff is requesting to enter into an agreement with Dunham Engineering for the rehabilitation of the Pasadena Blvd one million gallon water ground storage tank. Dunham Engineering will prepare the design, engineering plans and specifications for this project. They will also perform inspection of the actual rehabilitation project once the project has been awarded to a contractor. The estimated cost for the rehabilitation project is \$505,000.

The agreement with Dunham Engineering is for a proposed engineering cost of \$65,000 which breaks down as follows:

Phase I - Design

Total Fee of \$50,000

Phase II - Construction oversight and inspection

Total Fee of \$15,000

Fiscal/Budgetary Impact:

This project is being funded out of Series 2017-A Certificates of Obligation Bond (Fund 52).

Staff recommends entering into an agreement with Dunham Engineering for a cost of \$65,000 for

their services on this project.

Letter of Agreement

This is an Agreement made as of _____, 2019 between the City of Deer Park, Texas hereinafter known as the OWNER and Dunham Engineering, Inc. of College Station, Texas hereinafter known as the ENGINEER.

The OWNER intends for the ENGINEER to perform professional engineering service in the design and construction inspection of the WORK.

The WORK is defined as the rehabilitation of the One Million Gallon Ground Water Storage Tank located on Pasadena Boulevard in the City of Deer Park, Texas.

Expected contractor cost based on inspection performed in June 13, 2018 is \$505,000. Scope of Work includes replacement of exterior coating with complete shrouding system, replacement of interior coating with dehumidification system and extensive steel repair to include replacement of all ladders, overflow pipe brackets, top hatch, top vents and addition of roof handrails.

PHASE I - DESIGN

The ENGINEER agrees to prepare the design, produce engineering plans and specifications, prepare the contract documents, advertise for bids to selected contractors and recommend award of a lump sum construction contract to complete the WORK for the OWNER.

The ENGINEER agrees to provide a draft set of contract documents to the OWNER for review and approval no later than 30 days from the date of the Agreement.

The ENGINEER agrees to finalize the documents and advertise the WORK to selected contractors for bid within 30 days after receipt of OWNER'S comments and approval.

The OWNER agrees to advertise in the newspaper of record as required by State procurement requirements.

The ENGINEER agrees to assist the OWNER in opening and reviewing bids and recommending a contractor for award.

PHASE II- CONSTRUCTION

The ENGINEER agrees to periodically inspect the contractor during the construction period to insure contract compliance.

The ENGINEER agrees to process Contractor progress payments and recommend payment by the OWNER.

The ENGINEER agrees to prepare and process Contract Change Orders as required during the course of the construction contract.

The ENGINEER agrees to conduct a final inspection of the WORK and to recommend final payment for the CONTRACTOR when the WORK is completed

The ENGINEER agrees to schedule and conduct a one year warranty inspection of the WORK prior to the end of the warranty period and to coordinate completion of any required warranty repairs.

In consideration of the above services, the OWNER agrees to compensate the ENGINEER in accordance with the following schedule:

Phase I - Design

Total fee of \$50,000 - Partial payments due as follows:

50% due when contract is advertised to selected bidders.

50% due when contractor is recommended for award.

Phase II - Construction

Total fee of \$15,000 - Partial payments due as follows:

50% due when contractor mobilizes

50% due when work is complete



Jimmy D. Dunham, P. E.
DUNHAM ENGINEERING, INC.

OWNER



Legislation Details (With Text)

File #: AGR 19-039 **Version:** 1 **Name:**

Type: Agreement **Status:** Agenda Ready

File created: 10/23/2019 **In control:** City Council

On agenda: 11/5/2019 **Final action:**

Title: Consideration of and action on entering into an agreement with Ardurra Group, LLC for engineering services for installation of residual control systems at the P Street and Avon sites.

Sponsors: Public Works

Indexes:

Code sections:

Attachments: [Agreement with Arudra](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Consideration of and action on entering into an agreement with Ardurra Group, LLC for engineering services for installation of residual control systems at the P Street and Avon sites.

Summary: Residual Control Systems have been added to the Coy Drive and Pasadena sites which have improved the water quality at the location and in the distribution system around the tanks. The P Street and Avon sites are the next sites scheduled to get these improvements so that the water is continuously monitored, the chemical is only injected when needed and we have the ability to add both chlorine and ammonia.

This agreement is for the engineering services associated with the project. It includes a review of the records drawings and related design documents of the pump stations, coordination with city and RCS manufacturer to develop basis of design, construction plans, and specifications for installation, submit all needed documents to TCEQ and confirm performance of the system after it has been commissioned.

The total cost is \$53,760.00.

Fiscal/Budgetary Impact:

The project is budgeted from account 400-503-4904 for additional PAX Units.

Staff recommends entering into the agreement with Ardurra Group, LLC.

AGREEMENT FOR ENGINEERING SERVICES

Technical Assistance and TCEQ Coordination for Installation PAX Residual Control System at P Street an Avon Street Pump Stations

This Agreement is made and entered into in Deer Park, Harris County, Texas on this _____ day of _____, 2019 by and between

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

And

Ardurra Group, LLC ENGINEER(s) duly licensed, and practicing under the laws of the State of Texas.

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

DEER PARK retains Ardurra Group, LLC to perform engineering services related to the Surface Water Treatment Plant Residual Handling Alternatives in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. COMPENSATION

- 2.1 ENGINEER bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort ("Schedule of Rates") attached as Exhibit A-1 of this Agreement. As requested, ENGINEER has provided an estimate of the fees for the Work amounting to \$53,760.00 ENGINEER will not exceed that estimate without prior approval from DEER PARK. ENGINEER will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.
- 2.2 ENGINEER will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ENGINEER'S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ENGINEER of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK'S RESPONSIBILITIES

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

ARTICLE 4. PERFORMANCE OF SERVICE

- 4.1 ENGINEER's services will be performed within the schedule and time period set forth in Attachment A.
- 4.2 ENGINEER shall perform the Work, and any additional services as may be required, for the development of the Project to completion.
- 4.3 If required, additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.

- 4.4 If any time period within or date by which any of ENGINEER's services are to be performed is exceeded for reasons outside of ENGINEER's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5. CONFIDENTIALITY

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

ARTICLE 6. STANDARD OF CARE & WARRANTY

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

ARTICLE 7. INSURANCE

- 7.1 ENGINEER will procure and maintain insurance as required by law. At a minimum, ENGINEER will have the following coverage:
- (1) Workers compensation and occupational disease insurance in statutory amounts.
 - (2) Employer's liability insurance in the amount of \$1,000,000.

- (3) Automobile liability in the amount of \$1,000,000.
- (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (5) Professional errors and omissions insurance in the amount of \$1,000,000.

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

ARTICLE 8. INDEMNITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER SHALL INDEMNIFY, AND HOLD HARMLESS THE CITY OF DEER PARK, ITS OFFICERS, OFFICIALS, AGENTS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, OR OTHER HARM TO THE EXTENT SUCH BODILY INJURY, PROPERTY DAMAGE, OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE INDEMNITOR EXERCISES CONTROL.

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

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS

9.1 As long as DEER PARK is current in the payment of all undisputed invoices, all work product prepared by the ENGINEER pursuant to this Agreement, including, but not limited to, all Contract Documents, Plans and Specifications and any computer aided design, shall be

the sole and exclusive property of DEER PARK, subject to the ENGINEER's reserved rights.

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

ARTICLE 10. INDEPENDENT CONTRACTOR

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

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 12. SAFETY

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

ARTICLE 13. LITIGATION

- 13.1 At the request of DEER PARK, ENGINEER agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which DEER PARK is or becomes a party in connection with the work performed under this Agreement, unless DEER PARK and the ENGINEER are adverse to one-another in any such litigation.

- 13.2 Any litigation arising out of this Agreement between DEER PARK and ENGINEER shall be heard by the state district courts of Harris County.

ARTICLE 14. NOTICE

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

ARTICLE 15. TERMINATION

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

ARTICLE 16. SEVERABILITY

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

ARTICLE 17. WAIVER

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

ARTICLE 18. GOVERNING LAW

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

ARTICLE 19. CAPTIONS

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

ARTICLE 20. ENTIRE AGREEMENT

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

This Agreement is effective on the last day signed.

Ardurra Group, LLC

By _____

Name _____

Title _____

Date _____

The City of Deer Park

By _____

Name _____

Title _____

Date _____

Attachment "A"

April 18, 2019



Mr. Bill Pedersen
Director of Public Works
City of Deer Park
710 East San Augustine
Deer Park, Texas 77536

Subject: City of Deer Park
Proposal to Technical Assistance and TCEQ Coordination for Installation
PAX Residual Control System at P Street and Avon Street Pump Stations

Dear Mr. Pedersen:

Engineering
& Disaster
Management

Ardurra Group, Inc. ("Ardurra") is excited to submit this proposal to the City of Deer Park to provide professional engineering services for Technical Assistance and TCEQ Coordination for Installation of Residual Control Systems by PAX Water Technologies at city's P Street and Avon street ground storage tanks.

The following presents our proposed scope of work for engineering services, anticipated schedule, and estimated fees.

1.0 Scope of Work

Ardurra will provide the following scope of services for this task:

Task 1. Collect and review record drawings and related design documents of city's P Street and Avon Street Booster Water Pump Stations.

Task 2. Coordinate with City staff and PAX (RCS System manufacturer) to develop basis of design, construction plans, and specifications for installation of the PAX RSC System at the two sites. Conduct up to two (2) site visits to verify field condition.

It is anticipated the following drawings will be developed:

- T-1. Cover Sheet
- G-1. General Notes
- G-2. Site Aerial Plans and Typical Process Flow Diagram
- M-1. Avon Street Booster Pump Station Improvements Plans
- M-2. Avon Street Booster Pump Station Improvements Details
- M-3. P Street Booster Pump Station Improvements Plans
- M-4. P Street Booster Pump Station Improvements Details



The following specifications will be developed:

- PAX Submersible Mixer
- PAX Residual Control System

It is understood that City and PAX will be responsible for installing the equipment, piping, fittings, and valves, and associated building, HVAC, electrical, instrumentation and control (by City SCADA Contractor), and site civil work.

Task 3. Submit documents (Basis of Design Technical Memorandum, Construction Plans and Specifications) to TCEQ for regular plan review and approval. Respond and incorporate review comments from TCEQ.

Task 4. Prepare and submit exception requests to TCEQ. The exception requests will include exception requests for eliminating chemical feed day tanks, order of chlorine and ammonia injection points, and providing a sample tap between chlorine and ammonia feed etc. Respond and address TCEQ comments.

Task 5. Upon installation and commission of the PAX RCS system, assist the City to review operation data and confirm performance of the RCS system, and make recommendations to adjust if needed. This review will also include data set from the Coy Street and Pasadena Boulevard pump stations to demonstrate system water quality improvements after implementation of the RCS at all four sites.

2.0 Schedule

The Engineer shall initiate the work immediately upon execution of the Agreement and upon issuance by the City of Notice to Proceed. It is anticipated that the project will be completed within 120 days after notice to proceed.

3.0 Fees, Terms and Conditions

Based on the scope of services outlined above, we have prepared a level of effort estimate. We estimate a lump sum, not to exceed fee of \$53,760.00 to complete the subject project. A detailed level of effort estimate is shown on **Exhibit A**. Our fee estimate is based on an estimate of required services.

We will not exceed our quoted budget unless the nature of the project changes. Your approval will be secured before any extra charges are incurred.

Services will be billed on a monthly basis in accordance with the scope of services for work incurred. Payment shall be due within 30 days after date of invoice. Interest at the rate of 1% per month (or the highest rate allowable by law) shall accrue on all amounts not paid



within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid to client. Failure to timely pay any invoice shall constitute a waiver of any and all claims against Ardurra.

Please feel free to contact me at (713) 208-9463 or Jeff Peters at (713) 385-5601 to discuss any questions you may have. Thank you for the opportunity to propose these professional engineering services for the City of Deer Park.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Yue Sun', is written over a light blue horizontal line.

Yue Sun, P.E., BCEE
Project Director/Group Leader
TBPE Firm Registration No F-17004

cc: Jeff Peters, PE, BCEE, File

Exhibit A - Level of Efforts Fee Estimate
City of Deer Park
Technical Assistance and TCEQ Coordination for Installation of PAX Residual Control System



Task No.	Task Description	Technical Principal/ QA/QC		Sr. Project Manager		Engineer 3/4		Sr. CAD Designer		Word Processor/ Admin		ODC \$	Totals \$	Total hrs
		\$275 /hr	\$	\$240 /hr	\$	\$160 /hr	\$	\$150 /hr	\$	\$120 /hr	\$			
1	Collect and Review Record Drawings		\$0		\$0	20	\$3,200		\$0		\$0		\$3,200	20
2	Develop Basis of Design, Construction Plans and Specs	4	\$1,100	20	\$4,800	48	\$7,680	80	\$12,000	4	\$480		\$26,060	156
3	Prepare and Submit Plans to TCEQ for Plan Review & Approval	2	\$550	8	\$1,920	24	\$3,840		\$0	4	\$480		\$6,790	38
4	Prepare and Submit Exception Requests to TCEQ for Approval	2	\$550	8	\$1,920	24	\$3,840		\$0	4	\$480		\$6,790	38
5	Post-Commission Performance Data Review		\$0	8	\$1,920	40	\$6,400		\$0		\$0		\$8,320	48
6	Expense (5% of labor cost)											\$2,600	\$2,600	0
Total		8	\$2,200	44	\$10,560	156	\$24,960	80	\$12,000	12	\$1,440	\$2,600	\$53,760	300

Notes: 1. OP = Outside Professional; ODC = Other Direct Costs



Legislation Details (With Text)

File #: AGR 19-041 **Version:** 1 **Name:**

Type: Agreement **Status:** Agenda Ready

File created: 10/25/2019 **In control:** City Council

On agenda: 11/5/2019 **Final action:**

Title: Consideration of and action on an agreement with Burditt Consultants, LLC for professional services for the development of construction design services for Phase I of the Hike and Bike Trails (Type B Funded).

Sponsors: Parks & Recreation

Indexes: Quality of Life/Image

Code sections:

Attachments: [Phase 1 Hike and Bike-Trail AGREEMENT FOR ARCHITECTURAL SERVICES](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Consideration of and action on an agreement with Burditt Consultants, LLC for professional services for the development of construction design services for Phase I of the Hike and Bike Trails (Type B Funded).

Summary:

Burditt Consultants, LLC was authorized in February 2019 to design a conceptual comprehensive plan for the Type B Hike/Bike Trails project. Burditt Consultants have completed that conceptual plan and are now ready to begin designing construction documents for the project. This agreement would allow Burditt Consultants, LLC to begin design of Phase I construction documents for the Type B Hike/Bike Trails Project.

Fiscal/Budgetary Impact:

\$500,000 Hike & Bike Project - Pay As You Go

\$23,500 Professional Services Expenses: Burditt Consultants, LLC

\$81,055 Professional Services Expenses (Construction documents): Burditt Consultants, LLC

\$395,445 Remaining in Hike & Bike Project - Pay As You Go

The Deer Park Community Development Corporation met on October 28, 2019 and voted to recommend the approval of this agreement.

Authorize entering into an agreement with Burditt Consultants, LLC for professional services for the development of construction design services for Phase I of the Hike/Bike Trails project.

AGREEMENT FOR ARCHITECTURAL SERVICES

Phase 1 Hike and Bike Trail

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

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

And

Burditt Consultants, LLC, ARCHITECT(s) duly licensed, and practicing under the laws of the State of Texas.

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

DEER PARK retains Burditt Consultants, LLC to perform ARCHITECTURAL services related to the design and construction of the Phase 1 Hike and Bike Trail in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. COMPENSATION

- 2.1 ARCHITECT bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort (“Schedule of Rates”) attached as Attachment B of this Agreement. As requested, ARCHITECT has provided an estimate of the fees for the Work amounting to \$81,055.00 (Eighty One Thousand and Fifty-Five Dollars). ARCHITECT will not exceed that estimate without prior approval from DEER PARK. ARCHITECT will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.
- 2.2 ARCHITECT will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ARCHITECT’S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ARCHITECT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK’S RESPONSIBILITIES

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

ARTICLE 4. PERFORMANCE OF SERVICE

- 4.1 ARCHITECT’s services will be performed within the schedule and time period set forth in Attachment A.
- 4.2 ARCHITECT shall perform the Work, and any additional services as may be required, for the development of the Project to completion.
- 4.3 If required, additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.

- 4.4 If any time period within or date by which any of ARCHITECT's services are to be performed is exceeded for reasons outside of ARCHITECT's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5. CONFIDENTIALITY

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

ARTICLE 6. STANDARD OF CARE & WARRANTY

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

ARTICLE 7. INSURANCE

- 7.1 ARCHITECT will procure and maintain insurance as required by law. At a minimum, ARCHITECT will have the following coverage:
- (1) Workers compensation and occupational disease insurance in statutory amounts.
 - (2) Employer's liability insurance in the amount of \$1,000,000.
 - (3) Automobile liability in the amount of \$1,000,000.

- (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (5) Professional errors and omissions insurance in the amount of \$1,000,000.

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

ARTICLE 8. INDEMNITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, ARCHITECT SHALL INDEMNIFY, AND HOLD HARMLESS THE CITY OF DEER PARK, ITS OFFICERS, OFFICIALS, AGENTS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LAWSUITS, JUDGEMENTS, FINES, PENALTIES, OR LIABILITY INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, OR OTHER HARM IS CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE INDEMNITOR EXERCISES CONTROL.

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

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 10. INDEPENDENT CONTRACTOR

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

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 12. SAFETY

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

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- 13.2 Any litigation arising out of this Agreement between DEER PARK and ARCHITECT shall be heard by the state district courts of Harris County.

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

ARTICLE 19. CAPTIONS

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

ARTICLE 20. ENTIRE AGREEMENT

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

This Agreement is effective on the last day signed.

Burditt Consultants, LLC

By



Name

Charles Burditt

Title

President

Date

10-9-19

The City of Deer Park

By

Name

Title

Date

ATTACHEMENT A SCOPE OF WORK

Exhibit "A" Scope of Services

UNDERSTANDING OF WORK

The City of Deer Park has completed along with Consultant, an initial Hike and Bike Trail Feasibility Study along with confirmation or revisions to alignments previously identified within the *2013 Parks, Recreation, and Open Space Master Plan*. A Study and Plan was conducted to both review the proposed trail alignments and to determine Opinions of Probable Cost (OPC) estimates and refine them with consideration of current site conditions such as engineering requirements for drainage, obstructions, available right-of-way, and other issues. An initial segment and connection for the first alignment was determined and it is now the intention of the City to move into design and construction.

The City has reviewed and approved a first phase of alignments for construction to be accomplished within a \$350,000 budget. Final Design Services shall result in a complete set of construction drawings, specifications, and details to solicit bids for construction. Services will continue with assistance in review and selection of bids and construction observation through closeout.

Task I – CONCEPTUAL RENDERING OF PHASE 1 ALIGNMENT

1. Develop a digitally rendered illustration of the proposed Phase 1 Hike and Bike Trail alignment. The illustration will be a full-color rendering, suitable for web or print distribution formatted at 24" x 36". The rendering will be in plan view (overhead) with a scale appropriate to cover the entire Phase 1 alignment. The deliverable will be digital .pdf format.

Task II - FINAL DESIGN TASKS:

2. Revise and update CADD base drawings from Landscape Architect as required to prepare final Construction Documents.
3. Review bidding requirements (front end documents) with Staff and team.
4. Prepare Final Construction Document Design at specific percentages as approved by Staff; i.e., 30%, 60%, 90% & 100% completion (or other advised by Staff) Construction Documents.
5. Update Final Opinion of Probable Costs and review with Staff and team.
6. Produce Final Sealed Landscape Architecture Plans, Details and Specifications.
7. Prepare Project Manual and assist Owner with Bidding, RFI, and Addendums as needed.
8. Assist the CITY in filing the appropriate plans and documents with Texas Department of Licensing and Regulation (TDLR) for accessibility compliance with the current Texas Accessibility Standards (with review by independent Texas Registered Accessibility Specialist RAS). Consultant shall be reimbursed for TDLR Fees as a reimbursable expense.

Task III - BID/AWARD TASKS:

9. Attend meeting with Staff (Procurement Representatives) to review bidding dates, and probable construction timelines/deadlines.
10. Provide AutoCAD drawings as instructed by Staff.
11. Prepare electronic copies of bid package and forward to Staff, Procurement and to outside contract printing providers.

12. Arrange and Conduct the Pre-bid meeting at Burditt Offices or City of Deer Park facilities.
13. Respond to requests for information (RFI) and questions from bidding contractors.
14. Issue Addenda as required.
15. Tabulate Bids and Make Recommendation on Contract Award.

Task IV - CONSTRUCTION OBSERVATION TASKS:

16. Arrange and Attend the Project Pre-Construction Conference.
17. Perform Construction Observation site visits at intervals appropriate to the stage of construction as related to all project elements.
18. Issue Observation Reports following site visits.
19. Provide recommendations to address changed or unforeseeable conditions that may manifest during construction.
20. Review and make recommendations to City on shop drawings, product submittals, test results and other submittals from vendors and contractors.
21. Prepare change orders for contractor and make recommendations for their handling.
22. Attend construction progress meetings as determined necessary between Staff and Consultant.
23. Perform Substantial Completion Site Visit to prepare punch list items for completion.
24. Submit Substantial Completion Observation Report to Staff.
25. Review Pay Applications and Submittals as required.
26. Communicate and direct contractor of required preparation and delivery of "As-Built" plans and specifications.
27. Conduct Final Completion Observation and Closeout; develop and deliver final report to Owner.

BASIC SERVICES – LANDSCAPE ARCHITECTURE PROFESSIONAL FEES – TASKS I through IV:

Tasks I: Conceptual Rendering

Fee for Conceptual Rendering of Phase 1 alignment as described in Task I is:

EIGHT HUNDRED DOLLARS (\$800)

Tasks II through III: Final Design, Bid/Award Tasks, Construction Observation

Fees for the Final Design phases shall total 9.00% of the most recently City-approved Opinion of Probable Cost at the end of Preliminary Design. The OPC for this first phase of the Hike and Bike Trail is agreed to be \$350,000. Basic Services Fees are:

THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$31,500)

Increases to the project budget beyond the original OPC shall and directed or approved by the City shall incur additional fees commensurate to the increase in construction cost beyond the original OPC. Invoicing will be billed in the following increments:

I. Final Design Phase- 75% of Final Design Fee

Includes full set of construction drawings, specifications, and project manual for the selected design and preparation of all necessary documents for bid and construction.

II. Bidding and Negotiation Phase –5% of Final Design Fee

Includes issuance of Notice to Bidders, facilitation of Pre-Bid Meeting, responses to questions from bidders, addenda issuance as needed, and scoring of received bids with recommendation.

IV. Construction Phase - 20% of Final Design Fee

Regular site visits throughout entire construction phase, responses to information requests (RFI's), drawing reviews, change order requests, issuance of inspection reports, review/processing of contractor pay applications, final punch list, final walkthrough, and project closeout.

SUBCONSULTANT SERVICES – CIVIL ENGINEERING, SURVEYING, AND GEOTECHNICAL STUDIES

Subconsultants will be engaged to provide professional services for Civil Engineering, Structural Engineering, Topographical Surveying, and Geotechnical Studies. The following subconsultant services and fees will be provided at cost plus ten percent:

- 1. CIVIL ENGINEERING – THIRTY-SIX THOUSAND THREE HUNDRED DOLLARS (\$36,300)**
- 2. LAND SURVEYING – NINE THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS (\$9,625)**
- 3. GEOTECHNICAL STUDY (INCLUDING 4 TEST BORINGS) – THREE THOUSAND SIX HUNDRED THIRTY DOLLARS (\$3,630)**

ADDITIONAL SERVICES

Additional assignments outside the scope of work will be invoiced at an approved lump sum fee or at the Burditt established hourly rates in the attached "Burditt 2019 Hourly Rates" document. Additional assignments include, but are not limited to, any changes due to revisions in the original scope of work, base data relating to this matter, any additional meetings or services and any such services requiring sub-consultants as requested by and approved in writing by Client. Additional services will not be engaged without prior authorization from Client.

SERVICES TO BE PERFORMED BY CITY

1. Miscellaneous
 - a. Provide copies of all licensing agreements, utility agreements and other legal instruments related to the project.
 - b. Prepare and coordinate any required Licensing and/or Utility Agreements.
 - c. Pay all filing; permit review, application and inspection fees.
 - d. Acquire right-of-entry on any property not owned by the CITY should it be determined necessary to complete the scope of work identified within this agreement.
 - e. It is the CITY's responsibility to facilitate and coordinate with private property owners, if deemed necessary.
 - f. Coordination with Harris County Flood Control District (HCFCD) regarding improvements within HCFCD easements.

EXHIBIT "B"
TERMS AND CONDITIONS

ADDITIONAL SERVICES

Additional assignments outside the scope of work will be invoiced at a mutually agreed upon lump sum amount or at Burditt Consultants established 2019 hourly rates. Additional assignments include, but are not limited to, any changes due to revisions in the original scope of work or services requested by Client. Additional services will be provided with prior authorization from Client.

PAYMENT OF FEES

For the scope of services stated herein, Client agrees to pay Consultant the compensation stated in this Agreement. Consultant agrees to submit invoices monthly for services rendered. Invoices shall be forwarded upon completion or monthly, based upon the percentage of completion. Invoices are due and payable within 30 days of receipt. Any invoice payment due past 30 days will be subject to interest at the rate of the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the maximum rate allowed by law.

STANDARD OF CARE

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

RISK ALLOCATION

Burditt Consultants, LLC agrees to carry out and perform the services herein agreed to in a professional and competent manner. In recognition of the relative risks, rewards, and benefits of the project both to the Client and Burditt, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Burditt's total liability to the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of Burditt's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, Burditt's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

FORCE MAJEUR

Circumstances or events may occur that are outside the control of either party. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

INDEMNIFICATION

To the fullest extent permitted by law, Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

HAZARDOUS ENVIRONMENTAL CONDITIONS

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consulting is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

GOVERNMENTAL REGULATORY PERMITTING

United States Corps of Engineers (USACE) 404 Permitting or other Wetland and Rare and Endangered Species Mitigation, Report of Letter of Map Application to FEMA/TCEQ, Texas Commission on Environmental Quality (TCEQ) Permits including but not limited to Permit 401, Water Rights Permit, and SWPPP (to be provided by Contractor awarded the project), and Environmental Protection Agency of the United States (EPA) Construction Storm Water Permits are hereby excluded from any services related to the PROJECT. If requested, these services can be provided as Additional Services.

STATEMENT OF PROBABLE COSTS

When included in Consultant's scope of service, statements, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional general familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

TERMINATION OF CONTRACT

Client may terminate this Agreement with seven (7) days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven (7) days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due.

TDLR DOCUMENTATION:

Pursuant to Texas Accessibility Standards (TAS) and ADA Requirements, Client is responsible for any fees associated with the review, filing and recording of the Landscape Construction Documents. If an Elimination of Architectural Barriers (EAB) project number is available, Client shall provide Burditt with the number prior to finalization of the Construction Documents. Pursuant to the requirements of the law, Burditt will file the plans for review.

CONSTRUCTION PHASE SERVICES

It is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

EXHIBIT "C"
EXCLUSIONS TO BASIC SERVICES – DESIGN ASSIGNMENTS

EXCLUSIONS TO BASIC SERVICES:

CLIENT requests for any of the following shall be considered Additional Services and compensation to CONSULTANT shall be made according to CONSULTANT's published 2019 hourly rates (attached) or fixed fees with prior approval by the CLIENT, or as an Additional Sub-Consultant service:

- a. Archaeological Studies or Services.
- b. Ecological/Environmental or Hazardous Assessment (see Additional Special Services).
- c. Hazard remediation for Asbestos, Brownfield Sites, site contamination, and other hazardous elements.
- d. Re-design of key elements of project after Owner Approval has been given.
- e. Off-site utility infrastructure Engineering/Design.
- f. Material Testing.
- g. Design of off-site utility infrastructure improvements.
- h. Drainage mitigation.
- i. Preparation of easements by separate instrument.
- j. Construction staking.
- k. Record Drawings and Specifications
- l. Contractor As-Built Plans.
- m. Traffic impact analysis.
- n. USACE 404 Permitting or other Wetland and Endangered Species Mitigation.
- o. All permits and/or fees as required by local authorities having jurisdiction.
- p. Resident inspection of Construction Operations by Third Party.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

**ATTACHMENT B
SCOPE OF WORK**

**Exhibit "D"
BURDITT CONSULTANTS, LLC
2019 HOURLY RATES**

HOURLY RATES APPLY ONLY TO REQUESTS MADE OUTSIDE OF BASIC SERVICES OR COVERED BY ADDITIONAL SERVICES OR FIXED FEE CHANGE ORDERS.

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170
Project Manager	\$150
Project Architect	\$135
Project Landscape Architect	\$135
Sr. Planner	\$135
Sr. Urban Forester	\$135
Wetland Scientist	\$135
Natural Resource Planner	\$135
Licensed Irrigator	\$110
Geographic Information Systems (GIS) Planner	\$110
Landscape Architecture Associate	\$110
Architecture Associate	\$110
CAD Designer II	\$ 90
CAD Designer I	\$ 70
Administrative Assistant II	\$ 70
Administrative Assistant I	\$ 55

Invoices are prepared monthly with payments due upon receipt. Interest at the rate of 1 ½ % per month will be charged on all accounts not paid by the 30th day following the billing date. Reimbursable expenses and necessary sub-consultants for Boundary or Topographic Surveying, Civil, Structural or MEP Engineering and approved by Client shall be invoiced at cost plus ten percent (10%).

ARCHITECTURAL Services:

Burditt Consultants, LLC presents this proposal to complete design ARCHITECTURAL and construction services. Burditt Consultants, LLC will complete the following tasks:

1. Attend one site visit with City representatives for programming/preliminary design purposes.
2. Acquire and review any existing site topographical data to determine if additional data is needed.
3. Prepare construction plans and specifications for the proposed project, including all details, ready for construction. The construction plans and specifications will include civil, structural, mechanical and electrical components. ARCHITECT will utilize and make ready any existing City standard details as relative to the project.
4. Submit to the City for review and comment 30%, 60% and 90% complete submittals of the construction documents, followed by a 100% complete submittal, which addresses all comments.
5. Attend one site meeting with City representatives to review each submittal phase (30, 60, 90, and 100%).
6. Submit to the City three (3) sets of final, sealed construction documents and pdf copies of the sealed construction documents on digital removable media. ARCHITECT has not included post construction surveying, field as-built data collection, or other means to acquire information.
7. ARCHITECT will provide design and technical support. The scope of this task includes coordination with the City on design and construction issues as requested. In addition, ARCHITECT will make visits to the site a minimum number of five (5) times throughout the construction, including a final inspection with City Staff.
8. ARCHITECT will formally communicate with the City via e-mail on a weekly and monthly basis on the progress of the project and convey issues with their resolution.
9. In addition to the electronically transmitted weekly and monthly progress reports, ARCHITECT will be responsible for preparing as-built drawings based on comments received by contractor and owner.
10. ARCHITECT will review and advise on any design modification or changes suggested by the City.

Design Completion:

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

For the 30% design deliverable, the specification and plan sheets will include:
Adobe .PDF Drawings, 24" x 36" Format

For the 60% design deliverable, the specification and plan sheets will include:
Adobe .PDF Drawings, 24" x 36" Format

For the 90% design deliverable, the specification and plan sheets will include:
Adobe .PDF Drawings, 24" x 36" Format

ARCHITECT does not intend to develop detailed specifications for all materials and equipment. For standard materials and equipment (such as valves, fittings, tubing, connectors, etc.) a recognized industry standard part number will be provided. The specification of that material by part number will be the manufacturer's specification.

The 100% Design will include pertinent specifications and complete design plan sheets. All maps and drawings will be completed using AutoCAD.

Formatting Services:

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

SCHEDULE B
COMPENSATION AND RATES

See ATTACHMENT A, Exhibit "B"



Legislation Details (With Text)

File #: AGR 19-042 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 10/29/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Consideration of and action on an agreement with Community Center Preschool for a one year contract extension for school year 2020-2021.

Sponsors:

Indexes:

Code sections:

Attachments: [Signed Preschool Contract renewal 20-21.pdf](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Consideration of and action on an agreement with Community Center Preschool for a one year contract extension for school year 2020-2021.

Summary:

The licensed Preschool Program Services agreement states there may be an option exercised to renew the agreement with the current vendor for an additional year of service. This is the second year of possible five (5) concurrent years exercised. The Department is recommending to City Council to renew the agreement with the current vendor for the school year 2020-2021.

Fiscal/Budgetary Impact:

\$46,150 Rental Fee for August 24th 2020 thru May 31, 2021

Approve the one year contract extension with Community Center Preschool for school year 2020-2021.



Parks & Recreation

City of Deer Park

610 E. San Augustine ~ P.O. Box 700 ~ Deer Park, Texas 77536 ~ 281.478.2050

October 30, 2019

Jaime and Roland Sanchez
4118 Dogwood Hill Street
Pasadena, Texas 77503

Dear Mr. and Mrs. Sanchez,

Hereby contracted with the City to administer and be the proprietor of The Community Center Preschool, LLC Program.

Compensation:

In full consideration for the performance of the services, and for any rights granted or relinquished by the Contractor under this Agreement, the Contractor will pay:

- A. \$1,250 for the time frame of August 24 – 31, 2020.
- B. \$5,000 each month from September 1, 2020 thru May 31, 2021.

Terms:

The terms of this second year agreement extension shall commence on the 24th day of August, 2020 thru the 31st day of May, 2021, covering the 2020-2021 Deer Park Independent School District (DPISD) school year. This is a one year agreement extension with the option to renew for up to four (4) years an additional years. This is the second extension of the four year option to renew.

Contractor to Provide:

Contractor agrees to provide all the necessary labor, supplies and materials to perform Pre-School Education services for the City.


City to Provide:

- A. The exclusive use of rooms 14, 15, 16, 17 & 18 at the Deer Park Community Center located at 610 E. San Augustine, Deer Park, Texas 77536, between the hours of 7:30AM – 3:30PM, Monday thru Friday.
 - i. Storage rooms may be used by permission from the City.
- B. The City will provide custodial services, utilities including but not limited to: gas, water, and sewer at the Deer Park Community Center.

I, Jaime Sanchez (Authorized Representative's Name), herein agree to the Community Center Preschool terms and conditions set forth in the City of Deer Park Parks and Recreation Department Contract for Independent Contractor dated 10/31/19.

Jaime Sanchez Community Center Preschool Director

10/31/19 Date

 Parks and Recreation Director's Signature

10.31.19 Date

City of Deer Park Mayor's Signature

Date _____



Legislation Details (With Text)

File #: AUT 19-054 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 10/17/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**

Title: Consideration of and action on the selection of one of the options for the repair/placement of the arches/columns at the entrance to the Court and Theatre Building from Carnes Engineering, Inc.

Sponsors:

Indexes:

Code sections:

Attachments: [Deer Park Courthouse Inspection Report and Analysis final](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Consideration of and action on the selection of one of the options for the repair/placement of the arches/columns at the entrance to the Court and Theatre Building from Carnes Engineering, Inc.

Summary:

Damage to one of the columns occurred during a charity event that was taking place at the Court and Theatre Building. Parks and Recreation staff was asked to make repairs to the damaged tile located on the column. During the repairs, the contractor making the repair brought to the attention of staff that the interior of the column showed signs of significant deterioration. It was recommended that staff look into this matter further. After several weeks of discussion and investigation, City staff contracted with Carnes Engineering, Inc. to conduct an initial structural assessment of the Court and Theatre Building columns located on the East side of the building. After the initial structural assessment, City staff requested that Carnes provide the City with several repair recommendations. It was determined that excessive moisture and the construction design led to the deterioration of the structural integrity of the columns.

Discussion is to determine next steps in repairs related to the Court and Theatre Building columns.

Fiscal/Budgetary Impact:

Summary of repair options :

Repair in Kind. (Estimated cost - \$ 88,761.00)

1. Remove the exposed light gauge steel framing.
2. Repair structural steel.
3. Clean and paint the new and remaining structural steel.

4. Replace Light gauge and Install moisture resistance substrate.
5. Replace the reusable thin stone cover.
6. Replace and caulk stone as needed. *

Remove outside wall and repair remaining. (Estimated cost - \$ 66,205.00)

1. Remove the exposed light gauge steel framing.
2. Leave and water proof the glass canopy.
3. Repair structural steel.
4. Clean and paint the new and remaining structural steel.
5. Replace Light gauge and Install moisture resistance substrate.
6. Replace the reusable thin stone cover.
7. Replace damaged stone as needed.

Remove three walls including glass canopy. (Estimated cost - \$ 52,950.00)

1. Remove all exterior light gauge steel framing.
2. Remove structural steel.
3. Remove the glass canopy.
4. Replace damaged stone as needed.

Install drainage system in front of building to remove rainfall runoff (Estimated cost - \$ 19,500.00).

Approval of repair option from Carnes Engineering, Inc.

Carnes Engineering, Inc.

12605 IH 10 East, Baytown, TX 77523 Physical
PO Box 668, Mont Belvieu, TX 77580 Correspondence
Voice (281) 385-1200 Fax (281) 385-0920
info@careng.net www.carnesengineering.com



Repair Recommendations

October 22, 2019

RE: Repair recommendation options
1301 Center Street
Deer Park, TX 77536
20,000 Sq. Ft. Theater and Courthouse Building

Prepared for: Mr. Brent Costlow
Mr. Charlie Sandberg
Adam Ballesteros, P.E.

Prepared by: Carnes Engineering, Inc. (CEI)
12605 IH 10 East
Baytown, TX 77523

Introduction:

Carnes Engineering, Inc. ("CEI") was retained to provide the engineering work to complete the scope of Work outlined below. The decorative front entry facade for the referenced building consists of three freestanding structures and one attached to the main structure. All four wall surfaces are completely covered with a thin wall stone finish. The thin stone wall covering attachment and underlayment and has been partially removed to expose evidence of deterioration. This work was authorized by the city and will be billed under the original contract as a reimbursable.

Scope of Work:

- Develop an analysis and outline the cause of the damage and the extent of the failure.
- Develop alternatives for repairs or replacement (i.e. repair in kind, replace underlayment as needed, demolish and re construct.)
- Site inspections as needed.
- Meet with contractors as needed to develop cost. .
- Meet with City to discuss moving forward with repairs or replacement with specific repair or design approach.

Summary of repair options:

Repair in Kind. (Estimated cost - \$ 88,761.00)

1. Remove the exposed light gauge steel framing.
2. Repair structural steel.
3. Clean and paint the new and remaining structural steel.
4. Replace Light gauge and Install moisture resistance substrate.
5. Replace the reusable thin stone cover.
6. Replace and caulk stone as needed. *

Remove outside wall and repair remaining. (Estimated cost - \$ 66,205.00)

1. Remove the exposed light gauge steel framing.
2. Leave and water proof the glass canopy
3. Repair structural steel.
4. Clean and paint the new and remaining structural steel.
5. Replace Light gauge and Install moisture resistance substrate.
6. Replace the reusable thin stone cover.
7. Replace damaged stone as needed

Remove three walls including glass canopy. (Estimated cost - \$ 52,950.00)

1. Remove all exterior light gauge steel framing.
2. Remove structural steel.
3. Remove the glass canopy
4. Replace damaged stone as needed

Install drainage system in front of building to remove rainfall runoff.
(Estimated cost - \$ 19,500.00)

1. 240 ft. buried 6 in. HDPE system, 12 Catch basins, 40 ft. bore under walkway.
2. 177 ft. buried 6 in. HDPE outfall to street.

All cost includes a 20 % contingency.

* Replace and install damaged thin stone \$8.00/ sf

Sincerely,



Donald Spencer Carnes, P.E.
TX License # 46041

Carnes Engineering, Inc.
Firm Registration # F-003737



Legislation Details (With Text)

File #: ADT 19-004 **Version:** 1 **Name:**
Type: Adoption **Status:** Agenda Ready
File created: 10/25/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Consideration of and action on the adoption of a policy regarding fundraisers at Parks and Recreation Department facilities.
Sponsors:
Indexes:
Code sections:
Attachments: [CITY OF DEER PARK fundraising application](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Consideration of and action on the adoption of a policy regarding fundraisers at Parks and Recreation Department facilities.

Summary:

City staff was asked to create a formal policy to allow fundraisers at Parks and Recreation Department facilities. Please see attached policy regarding fundraising activity approval process.

Fiscal/Budgetary Impact:

None

Approve the adoption of a policy regarding fundraisers at Parks and Recreation Department facilities.



CITY OF DEER PARK

POLICY FOR FUND-RAISING ACTIVITIES IN CITY PARKS AND RECREATION FACILITIES

The City of Deer Park encourages all citizens, including employees of the City, to support charitable activities that benefit the community.

- City facilities shall include all property owned by the City of Deer Park, including buildings, parking lots, green spaces and parks.
- Fund-raising activities must be beneficial to Deer Park community organizations, citizens, and the community in general.
- All fund-raising activities shall be sponsored by non-profit Deer Park groups or organizations unless written permission is issued by the City otherwise.
- City facilities shall not be used for commercial enterprises or for personal gain, unless either
 1. there will be some direct benefit to the nonprofit organization sponsoring the fund raising activity, or
 2. the commercial enterprise is subject to an agreement with the City which is similar to other City agreements and notes that dates reserved by youth athletic organizations and local service groups for fund raisers will be excluded.
- Use of City facilities for fund-raising activities shall be approved, in advance, by the City of Deer Park.
- The sponsoring organization must submit a completed application in writing (see attached) for use of the facility to the Parks and Recreation Department who will review the fund-raising activities. In addition, the request shall also be submitted by the sponsoring organization to the Fire Department and the Police Department. The Fire and Police Departments must approve the proposal for compliance and applicable codes and ordinances regarding public assemblies, fire codes, and traffic laws. The Parks and Recreation Department shall then have the proposal submitted to the City Manager's office for approval. All City staff recommendations shall also be forwarded to the City Manager.
 1. At the discretion of the City of Deer Park staff, any fund-raising activity application may be subject to recommendation by Parks and Recreation Commission and or approval by the Deer Park City Council.
- If the sponsoring organization is dissatisfied with the decision made by the City Manager, they have the right to appeal the decision to the City Council.

- Permit application process is as follows:
 1. Applicant submits completed application 60 days prior to event(s) to Parks and Recreation Department.
 2. Application reviewed internally by Parks and Recreation Department staff.
 3. Application reviewed internally by City Manager's office.
 4. If applicable, application reviewed by Police and Fire Departments.
 5. If applicable, application reviewed by Parks and Recreation Commission for consideration and recommendation.
 6. If applicable, application is taken for City Council for consideration and approval.
 7. Once approved, the applicant will be notified of the applications approval.

Fundraising in City Parks and Recreation Facilities

Permit Application

Application Instructions: This application must be submitted a minimum of **60** days in advance of the fundraising activity. All items must be completed. Please send the completed to recreation@deerparktx.org or turn application into the Parks and Recreation Administrative Office located at 610 E. San Augustine, Deer Park, TX 77536 between the hours of 7 am – 6 pm, Monday through Friday.

Date Submitted _____

Organization/Sponsoring Group Name and Address

Contact Person _____ **Email** _____

Phone (Home) _____ **(Cell)** _____

City Facility Requested _____

Specific Location _____

Nature and brief description of fundraising activity

Proposed Date (s) _____ **Hours of operation** _____

Estimated number of Attendees _____

Purpose of Fundraising Activity _____

Is this event open to the public? Yes or No

Are there other beneficiaries of this event? Yes or No

If yes, name of other organization(s) or person: _____

I, _____, as the host individual or organization representative, understand and agree to all terms set forth in this application. The information that I have provided is truthful and accurate. I hereby agree that if any claim, action or proceeding shall hereafter be brought seeking to hold the City of Deer Park liable on account of any debt, liability, or obligation, I will defend the City of Deer Park at my (our) sole expense against any claim or demand, or threats thereof, whether or not well founded, and hold the City harmless there from, together with reasonable attorney's fees and costs in connection with any defense there against. Furthermore, I (WE) shall indemnify and hold the City harmless from any such debt, liability or obligation. I agree to accept all responsibility related to this organization, any and all functions of this organization, and the participants visiting my establishment.

Applicant Signature: _____

Printed Name: _____

Date: _____

For office use only:	
Parks and Recreation Department Signature	
City Manager's office Signature	
If applicable:	
Police Department Signature	
Fire Department Signature	
<i>Parks and Recreation Commission Recommendation</i>	
<i>Deer Park City Council Approval or Denied</i>	
Additional notes:	
Approved _____ Denied _____ Reason if denied _____	
Date Approved or Denied: _____	



Legislation Details (With Text)

File #: ORD 19-100 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 10/25/2019 **In control:** City Council

On agenda: 11/5/2019 **Final action:**

Title: Consideration of and action on an ordinance authorizing the issuance and sale of the City of Deer Park, Texas, Certificates of Obligation, Series 2019; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.

Sponsors: City Manager's Office, Finance

Indexes:

Code sections:

Attachments: [2019 CO - Draft Ordinance 11.05.19](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Consideration of and action on an ordinance authorizing the issuance and sale of the City of Deer Park, Texas, Certificates of Obligation, Series 2019; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.

Summary: As included in the FY 2019-2020 Budget and in accordance with Resolution No. 2019-08 authorizing publication of the City's intention to issue Certificates of Obligation, the City plans to proceed with the issuance of Certificates of Obligation, Series 2019. Proceeds from these certificates are planned for projects including sewer rehabilitation, water line replacement, rehabilitation and/or painting of a ground and an elevated storage tank, and other necessary renovations at the Water Treatment Plant. The related professional services for these projects and the costs of issuance will also be funded from the proceeds of the Certificates.

The attached ordinance, which authorizes the issuance and sale of the Certificates, is in draft form since the pricing of the Certificates of Obligation will take place the morning of November 5, 2019, the day of the City Council meeting. The pricing and other information will be updated and the final ordinance will be available prior to the meeting. John Robuck with BOK Financial Services, Inc., the City's Financial Advisor, will be in attendance at the workshop preceding this meeting to present the results of the sale. Jonathan Frels from Bracewell LLP, the City's Bond Counsel, will also be in attendance to review any questions on the legal documentation.

Fiscal/Budgetary Impact:

The FY 2019-2020 Budget includes a proposed issue of \$4,605,000 with an associated debt service payment of \$281,490 estimated for the fiscal year. Payment of the debt service and issuance costs related to these certificates are "payable from ad valorem taxes and from a limited pledge of a

subordinate lien on the net revenues of the City's waterworks and sanitary sewer system."

Approve the ordinance authorizing the issuance and sale of the City of Deer Park, Texas, Certificates of Obligation, Series 2019.

ORDINANCE NO. 19-_____

AUTHORIZING THE
ISSUANCE OF

CITY OF DEER PARK, TEXAS
CERTIFICATES OF OBLIGATION
SERIES 2019

Adopted: November 5, 2019

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AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF DEER PARK, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2019; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
COUNTY OF HARRIS §
CITY OF DEER PARK §

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended (the “Act”), the City of Deer Park, Texas (the “City”), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by a direct and continuing annual ad valorem tax levied, within the limits prescribed by law, against all taxable property within the City, in combination with a limited pledge of a subordinate lien on the net revenues of the City’s waterworks and sanitary sewer system (the “System”) in an amount not to exceed \$1,000 as authorized by the Act and Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City in accordance with the laws of the State of Texas, which notice provided that the principal amount of such certificates of obligation would not exceed \$5,000,000 and the proceeds would be used for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.1 hereof; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the issuance of the Certificates on November 5, 2019; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Certificate” or “Certificates” means the City’s certificates of obligation entitled, “City of Deer Park, Texas, Certificates of Obligation, Series 2019” authorized to be issued by Section 3.1 of this Ordinance.

“City” means the City of Deer Park, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulation promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means December 1, 2019.

“Debt Service Fund” means the debt service fund established by Section 2.2 of this Ordinance.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the principal of the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 15 and September 15 of each year, commencing on March 15, 2020.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the revenues to be derived from the System, after the payment of all operation and maintenance expenses thereof.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, N.A., or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Certificates.

“Purchase Agreement” means the purchase agreement between the City and the Underwriters pertaining to the sale of the Certificates.

“Record Date” means the last Business Day of the month next preceding an Interest Payment Date.

“Register” means the bond register specified in Section 3.6(a) of this Ordinance.

“Regulations” means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Representative” means the representative of the Underwriters.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“State” means the State of Texas.

“System” as used in this Ordinance means the City’s waterworks and sanitary sewer system.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Certificates as the same becomes due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates for 90 days after the applicable payment or redemption date.

“Underwriters” means Frost Bank and FHN Financial Capital Markets

Section 1.2. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Debt Service Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance and associated expenses.

Section 2.2. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Deer Park, Texas, Certificates of Obligation, Series 2019, Debt Service Fund" (the "Debt Service Fund") with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in, or required by this Ordinance to be deposited to, the Debt Service Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable and associated costs in accordance with their terms and this Ordinance.

(c) To pay debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 2.3. Pledge of Revenues.

The Net Revenues to be derived from the operation of the System in an amount not to exceed \$1,000 are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, that the City

designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates. The revenues of the System available after the payment of all operation and maintenance expenses of the System, any debt service payable from gross revenues or Net Revenues of the System, if any, as well as other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations may be used for any lawful purpose of the City.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1. Authorization.

The City's "City of Deer Park, Texas, Certificates of Obligation, Series 2019" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended. The Certificates shall be issued in the aggregate principal amount of **[\$_____]** for the costs associated with the repair and renovation of, the construction of improvements to and the equipment of the City's waterworks and sanitary sewer system, and cost of professional services incurred in connection therewith.

Section 3.2. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the Dated Date. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

(b) The Certificates shall mature on March 15 in the years and in the principal amounts set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2020	\$_____	_____%	2030	\$_____	_____%
2021	_____	_____	2031	_____	_____
2022	_____	_____	2032	_____	_____
2023	_____	_____	2033	_____	_____
2024	_____	_____	2034	_____	_____
2025	_____	_____	2035	_____	_____
2026	_____	_____	2036	_____	_____
2027	_____	_____	2037	_____	_____
2028	_____	_____	2038	_____	_____
2029	_____	_____	2039	_____	_____

(c) Interest shall accrue and be paid on each Certificate, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date, computed on the basis of a 360-day year composed of twelve 30-day months.

Section 3.3. Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be paid by check dated as of the Interest Payment Date, and sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Certificate shall be paid to the Owner thereof on the Maturity Date or upon prior redemption upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special

Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the fifteenth day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6, Texas Property Code.

Section 3.4. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, one initial Certificate (the "Initial Certificate"), representing the entire principal amount of the Certificates, payable in stated installments to the Representative or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and the

City Secretary of the City, approved by the Attorney General of the State, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Representative or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel such Initial Certificate and deliver to DTC on behalf of the Representative registered definitive Certificates as described in Section 3.9. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.5. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest is to be paid to the person in whose name the Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.6. Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates transferred or exchanged in accordance with this Section. A new Certificate or Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificate being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation

of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.7. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of such cancelled Certificates in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.8. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.9. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each maturity. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown

in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book entry only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.2. Optional Redemption.

(a) The City has reserved the right to redeem at its option the Certificates maturing on and after March 15, 2030, in whole or from time to time in part, before their respective scheduled maturity dates, on March 15, 2029, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Certificates to be redeemed.

Section 4.3. Mandatory Sinking Fund Redemption.

(a) The Certificates designated as “Term Certificates” in the form of Certificate contained in Section 6.2(a) (“Term Certificates”), are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the form of Certificate contained in Section 6.2(a).

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.3 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Section 4.4. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.2 hereof, the City shall determine the maturity or maturities and the amounts thereof (or mandatory sinking fund payment with respect to the Term Certificates) to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.5. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and if less than all Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.6. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying

Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.7. Effect of Redemption.

(a) When Certificates have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.8. Lapse of Payment. Money set aside for the redemption of the Certificates and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

(a) The Bank of New York Mellon Trust Company, N.A., is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

(b) The Paying Agent/Registrar shall keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit its inspection by any other entity.

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in this Ordinance.

(d) The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the Mayor or the Mayor Pro Tem and the City Clerk of the City, a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The City hereby approves the form of Paying Agent/Registrar Agreement.

Section 5.2. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.4. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

Section 5.5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and

functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

Section 5.7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State, the Certificate of the Paying Agent/Registrar and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) The Certificates shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(c) The Initial Certificate submitted to the Attorney General of the State may be typewritten and photocopied or otherwise reproduced.

Section 6.2. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF HARRIS

CITY OF DEER PARK, TEXAS
CERTIFICATE OF OBLIGATION
SERIES 2019

INTEREST RATE: MATURITY DATE: CLOSING DATE: CUSIP NUMBER:
_____ % _____ December 10, 2019 _____

The City of Deer Park (the "City"), in the County of Harris, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 15 and September 15 of each year, commencing on March 15, 2020.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such

interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the “Special Payment Date,” which date shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a “Business Day”), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is dated December 1, 2019 and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$_____ (herein referred to as the “Certificates”), issued pursuant to a certain ordinance of the City (the “Ordinance”) for the costs associated with the repair and renovation of, the construction of improvements to and the equipment of the City’s waterworks and sanitary sewer system, the cost of professional services incurred in connection therewith and the costs of issuing the Certificates.

The City has reserved the right to redeem the Certificates maturing on and after March 15, 2030, in whole or from time to time in part, before their respective scheduled maturity dates, on March 15, 2029, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

Certificates maturing on March 15, 20__ (the “Term Certificates”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>\$ Term Certificates Maturing March 15, 20</u>	
<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
March 15, 20__	\$ _____
March 15, 20__ (maturity)	\$ _____

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any

redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Certificates to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

The City reserves the right to give notice of its election or direction to redeem Certificates pursuant to an optional redemption conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is

registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the revenues to be derived from the operation of the City's waterworks and sanitary sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), are pledged to the payment of the principal of and interest on the Certificates in an amount not to exceed \$1,000; provided, however, that such pledge is junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor or Mayor Pro Tem of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

City Secretary
City of Deer Park, Texas

Mayor [Pro Tem]¹
City of Deer Park, Texas

[SEAL]

¹ Delete of the Mayor executes the Initial Certificate

(b) Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee): _____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below" and "CUSIP NUMBER _____" deleted; and

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on March 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:"

(Information to be inserted from schedule in Section 3.2 of the Ordinance)

(iii) the Initial Certificate shall be numbered I-1.

Section 6.3. CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence, or

another entity that provides securities identification numbers for municipal securities, and may print such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel to the City are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.4. Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1. Sale of Certificates.

(a) The Certificates are hereby sold and awarded and shall be delivered to the Underwriters at the price of [\$_____] (representing the par amount of the Certificates, plus premium received from the sale of the Certificates in the amount of [\$_____], less an underwriting discount in the amount of [\$_____]), on the terms specified in the Purchase Agreement. The form, terms and provisions of the Purchase Agreement are hereby approved and the Mayor or Mayor Pro Tem is hereby authorized and directed to execute and deliver such Purchase Agreement. It is hereby found, determined and declared that the terms of this sale are the most advantageous reasonably available. The Certificates shall be initially registered in the name of the Representative or its designee.

(b) The obligation of the Representative to accept delivery of the Certificates is subject to the Representative being furnished with the final, approving opinion of Bond Counsel to the City, which opinion shall be dated and delivered the Closing Date.

Section 7.2. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) The amount of [\$_____], consisting of [\$_____] principal amount of Certificate proceeds plus premium received from the sale of the Certificates in the amount of [\$_____], shall be used for the purposes set forth in Sections 3.1 hereof;

(b) Premium received from the sale of the Certificates in the amount of [\$_____] shall be used to pay the costs of issuance.

(c) Premium received from the sale of the Certificates in the amount of [\$_____], shall be used to pay the underwriters' discount.

(d) Premium received from the sale of the Certificates in the amount of [\$_____], constituting the rounding amount, shall be deposited to the Debt Service Fund.

(e) Any amounts remaining after accomplishing such purposes and paying costs of issuance shall be deposited for the purposes described in subsection (a) above and to the extent not necessary for such purposes, shall be [deposited to the Debt Service Fund/applied for the purposes described in subsection (a)].

Section 7.3. Control and Delivery of Certificates.

(a) The Mayor or Mayor Pro Tem of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Representative under and subject to the general supervision and direction of the Mayor or Mayor Pro Tem, against receipt by the City of all amounts due to the City under the terms of sale.

(c) All officers of the City are authorized to execute such documents, certificates and receipts and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem necessary to consummate the delivery of the Certificates.

Section 7.4. Official Statement.

The City hereby ratifies and approves the form and content and distribution of the Preliminary Official Statement as presented to the City, and the Preliminary Official Statement is deemed final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934. The City hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriter (with such appropriate variations as shall be approved by the Assistant City Manager or his designee and the Underwriter) is hereby approved and authorized and the proper officials of the City are authorized to sign such Official Statement and deliver a certificate pertaining to such Official Statement, if necessary.

ARTICLE VIII

QUALIFIED TAX-EXEMPT OBLIGATIONS

Section 8.1. Qualified Tax-Exempt Obligations.

The City hereby designates the Certificates as "qualified tax-exempt obligations" for purposes of section 265(b) of the Code. In connection therewith, the City represents that (a) the

aggregate amount of tax-exempt obligations issued by the City during calendar year 2019, including the Certificates, that have been designated as “qualified tax-exempt obligations” under section 265(b)(3) of the Code does not exceed \$10,000,000, and (b) that the reasonably anticipated amount of tax-exempt obligations that will be issued by the City during calendar year 2019, including the Certificates, will not exceed \$10,000,000. For purposes of this Section, the term “tax-exempt obligation” does not include (i) “private activity bonds” within the meaning of section 141 of the Code, other than “qualified 501(c)(3) bonds” within the meaning of section 145 of the Code or (ii) obligations issued to currently refund any obligation to the extent that the amount of the refunding obligations does not exceed the outstanding amount of the refunded obligation. In addition, for purposes of this Section, the City includes all entities which are aggregated with the City under the Code.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.1. Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 9.2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.3. Provisions Concerning Federal Income Tax Matters.

(a) General Tax Covenants. The City intends that the interest on the Certificates be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150, inclusive, of the Code. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Certificates to be includable in the gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any applicable provision of section 103 and 141 through 150, inclusive, of the Code. In particular,

the City covenants and agrees to comply with each requirement of this Section 9.3; provided, however, that the City will not be required to comply with any particular requirement of this Section 9.3 if the City has received an opinion of nationally recognized bond counsel (“Counsel’s Opinion”) that (i) such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes or (ii) compliance with some other requirement will satisfy the applicable requirements of the Code, in which case compliance with such other requirement will constitute compliance with the corresponding requirement specified in this Section 9.3.

(b) No Private Use or Payment and No Private Loan Financing. The City covenants and agrees that it will make such use of the proceeds of the Certificates, including interest or other investment income derived from Certificate proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Moreover, the City will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be “private activity bonds” within the meaning of section 141 of the Code.

(c) No Federal Guarantee. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) Certificates Are Not Hedge Bonds. The City covenants and agrees not to take any action, or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No-Arbitrage Covenant. The City covenants and agrees that it will make such use of the proceeds of the Certificates, including interest or other investment income derived from Certificate proceeds, regulate investments of proceeds of the Certificates, and take such other and further action as may be required so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code. Moreover, the City will certify, through an authorized officer, employee or agent that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Arbitrage Rebate. If the City does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the City will take all steps necessary to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Certificates (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Certificates as may be required to calculate the amount earned on the investment of the gross proceeds of the Certificates separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues

of the City or moneys that do not represent gross proceeds of any Certificates of the City, (ii) determine at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Certificates that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Certificates or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code.

(h) Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Certificates until three years after the last Certificate is redeemed or paid at maturity, or such other period as authorized by subsequent guidance issued by the Department of the Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Certificates by the Internal Revenue Service.

(i) Registration. The Certificates will be issued in registered form.

(j) Deliberate Actions. The City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to fail to meet any requirement of section 141 of the Code after the issue date of the Certificates unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, the City takes such remedial action and the City receives a Counsel's Opinion that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of this Section 9.3 will survive the defeasance and discharge of the Certificates for so long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

ARTICLE X

DISCHARGE

Section 10.1. Discharge.

The Certificates may be defeased, discharged or refunded in any manner now or hereafter permitted by applicable law.

ARTICLE XI

CONTINUING DISCLOSURE UNDERTAKING

Section 11.1. Annual Reports.

(a) The City shall provide annually to the MSRB, in electronic format, accompanied by identifying information as prescribed by the MSRB, (i) within six (6) months after the end of each Fiscal Year of the City ending in or after 2019, financial information and operating data with respect to the City of the general type included in the Official Statement under the headings “INVESTMENT AUTHORITY AND INVESTMENT OBJECTIVES OF THE CITY – Current Investments,” “TAX DATA,” “CITY TAX DEBT” (except under the sub-heading “Estimated Overlapping Debt”), “SELECTED FINANCIAL DATA,” and including financial statements of the City if audited financial statements of the City are then available, and (ii) if not provided as part such financial information and operating data, audited financial statements when and if they become available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the rules to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 11.2. Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of the holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

- (14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.1, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule affected by the 2018 Release.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 11.1. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 11.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT

ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 11.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Changes to Ordinance.

Bond Counsel is hereby authorized to make any changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of the State.

Section 12.2. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 12.3. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 12.4. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 12.5. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient in order to consummate the delivery of the Certificates, pay the costs of issuance on the Certificates, and effectuate the terms and purposes of this Ordinance.

Section 12.6. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE this 5th day of November, 2019.

City Secretary
City of Deer Park, Texas

Mayor
City of Deer Park, Texas

[SEAL]

APPROVED IN ACCORDANCE WITH SECTION 2.06 OF THE CITY OF DEER PARK,
TEXAS CITY CHARTER:

City Attorney
City of Deer Park, Texas

Signature Page to Ordinance No. 19-_____

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, the undersigned officer of the City Council of the City of Deer Park, Texas, hereby certify as follows:

1. The City Council of the City of Deer Park, Texas, convened in a regular meeting on the 5th day of November, 2019, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Jerry Mouton, Jr.	Mayor
Sherry Garrison	Council Member, Position 1
TJ Haight	Council Member, Position 2
Tommy Ginn	Council Member, Position 3
Bill Patterson	Council Member, Position 4
Ron Martin	Council Member, Position 5
Rae A. Sinor	Council Member, Position 6

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. 19-_____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF DEER PARK, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2019; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

_____ Member(s) shown present voted "Aye."

_____ Member(s) shown present voted "No."

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and

foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 5th day of November, 2019.

[SEAL]

City Secretary
City of Deer Park, Texas



Legislation Details (With Text)

File #: ORD 19-101 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 10/28/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Consideration of and action on an ordinance appointing one member of the Crime Control and Prevention District of the City of Deer Park.
Sponsors: City Manager's Office
Indexes:
Code sections:
Attachments: [Crime Control and Prevention-1 Member-11-2019](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Consideration of and action on an ordinance appointing one member of the Crime Control and Prevention District of the City of Deer Park.

Summary:

The State statute (Crime Control and Prevention District Act) which enables creation of a CCPD also specifies the manner in which appointments to the board of directors are to be made. The 2-year term of Ray Landers expired effective September 30, 2019. Mr. Landers has indicated that he wishes to no longer serve on the Board. Section 363.1015 (b) and (c) of Chapter 363 of the Texas Local Government Code states:

(b) the governing body of the municipality or county may create a board by having each member of the governing body appoint one director to the board, subject to confirmation by the governing body.

(c) A director appointed under Subsection (b) serves:

- (1) at the pleasure of the governing body of the municipality or county; and
- (2) for a term concurrent with the term of the appointing member.

Pursuant to the foregoing, Mayor Mouton's appointment to Position 5 (previously held by Mr. Landers) is Floyd Harvey.

Fiscal/Budgetary Impact:

N/A

Approve the ordinance.

ORDINANCE NO. _____

AN ORDINANCE APPOINTING ONE (1) BOARD MEMBER OF THE CRIME CONTROL AND PREVENTION DISTRICT OF THE CITY OF DEER PARK, TEXAS.

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

1. That Floyd Harvey be and is hereby appointed as a member of the Crime Control and Prevention District of the City of Deer Park, Texas, by Mayor Jerry Mouton for a term of two years.

2. That the right to terminate the aforesaid appointment is hereby reserved by the City Council of the City of Deer Park, Texas, and may be exercised by it at its will, with or without good cause.

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

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the _____ day of _____, 2019 by a vote of _____ "Ayes" and _____ "Noes".

MAYOR, City of Deer Park

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 19-102 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 10/28/2019 **In control:** City Council

On agenda: 11/5/2019 **Final action:**

Title: Consideration of and action on an ordinance appointing one member of the Fire Control, Prevention and Emergency Medical Services District of the City of Deer Park.

Sponsors: City Manager's Office

Indexes:

Code sections:

Attachments: [Appt Fire Control Emergency Medical Service-1 member-Nov 2019](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Consideration of and action on an ordinance appointing one member of the Fire Control, Prevention and Emergency Medical Services District of the City of Deer Park.

Summary:

The State statute (Fire Control, Prevention, and Emergency Medical Services District Act) which enables creation of a FCP EMS D also specifies the manner in which appointments to the board of directors are to be made. The 2-year term of Greg Bridges expired effective September 30, 2019. Mr. Bridges has indicated that he wishes to no longer serve on the Board. Section 344.101(f) of Chapter 344 of the Texas Local Government Code states:

“In a district for which the governing body of the municipality does not serve as the district's board of directors, the governing body may create a board of directors for which one director is appointed by each member of the governing body to serve at the pleasure of that member for a term not to exceed two years and that expires when the member of the governing body that appointed the director leaves office.”

Pursuant to the foregoing statute, Councilmember Garrison's appointment to Position 1 (currently held by Greg Bridges) is Joe Reynolds.

Fiscal/Budgetary Impact:

N/A

Approve the ordinance.

ORDINANCE NO. _____

AN ORDINANCE APPOINTING ONE (1) BOARD MEMBERS OF THE FIRE CONTROL AND PREVENTION AND EMERGENCY MEDICAL SERVICE BOARD DISTRICT OF THE CITY OF DEER PARK, TEXAS.

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

1. That Joe Reynolds appointed by Councilmember Garrison, , be and is hereby appointed as a member of the Fire Control, Prevention and Emergency Medical Services District of the City of Deer Park, Texas, for a term of two (2) years.

2. That the right to terminate the aforesaid appointment is subject to Section 344.101 of Chapter 344 of the Texas Local Government Code.

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

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the _____ day of _____, 2019 by a vote of _____ “Ayes” and _____ “Noes”.

MAYOR, City of Deer Park

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 19-104 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 10/30/2019 **In control:** City Council
On agenda: 11/5/2019 **Final action:**
Title: Consideration of and action on an ordinance approving revisions to the Leadership and Part Time Employee Pay Range Charts of the City of Deer Park.

Sponsors:

Indexes:

Code sections:

Attachments: [Ord-Revised Leadership and Part Time Classification and Pay Scales 11-05-19 FINAL 19 20 PAY SCALES 10 24 VERSION](#)

Date	Ver.	Action By	Action	Result
11/5/2019	1	City Council		

Consideration of and action on an ordinance approving revisions to the Leadership and Part Time Employee Pay Range Charts of the City of Deer Park.

Summary:

On September 17, 2019 the City Council adopted the FY 2019 -2020 Classification Scales and Pay Range Charts for Classified Full Time Staff, Leadership, Grandfathered Staff, Part Time (Non-classified Staff) and Temporary (Non-classified Staff). Subsequent to this approval, it was determined that when the 1.85% cost of labor adjustment was applied to the pay scales, an error resulted which affected the Leadership pay scale only. While minor (overstatement of 1-3 cents per hour), a corrected Leadership Pay Scale was prepared and is attached to the proposed ordinance.

Also, the Part Time pay scale has been adjusted to reflect a \$14.00 per hour rate for the School Crossing Guards, which is the rate specified in the contract with DPISD. DPISD reimburses the City for 90% of the School Crossing Guards salaries.

Fiscal/Budgetary Impact:

Revised Leadership Scale results in a reduction of approximately 1-3 cents per hour per employee on the Leadership scale only.

Part time pay scale includes a \$14.00 per hour rate for the School Crossing Guards.

Approval of the ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 4107 PROVIDING FOR REVISED LEADERSHIP AND PART TIME CLASSIFICATION AND PAY SCALES FOR EMPLOYEES OF THE CITY OF DEER PARK.

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

I.

On September 17, 2017, the City Council of the City of Deer Park set the pay of the employees of the City of Deer Park, Texas, in accordance with and within the pay range classification and scales as set out in the Exhibit, which was made a part of Ordinance No. 4107.

II.

Ordinance No. 4107 was effective October 1, 2019.

III.

Due to a calculation error in applying the Cost of Labor adjustment to the Leadership Pay scale, it is necessary to adopt a corrected Leadership Classification and Pay scale; and

It is necessary to adopt a revised Part Time Classification and Pay Scale, which includes the pay rate of \$14.00 per hour for School Crossing Guards.

Revised Leadership and Part Time Classification and Pay scales are attached and made part of this ordinance

IV.

All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed insofar as the same are in conflict with the provisions thereof.

V.

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

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2019 **by a vote of** _____ **“Ayes” and** _____ **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney

**CITY OF DEER PARK
FULL-TIME PAY SCALE (Classified Staff)**

October 1, 2019 - September 30, 2020

		Probation	A	B	C	D	E	F	G	H	I	J	K	L	M	Classified Roles
Grade	Grade #	Range Min													Range Max	
A11	1	13.46	13.83	14.21	14.57	14.96	15.36	15.77	16.19	16.61	17.05	17.50	17.97	18.45	18.93	
Annual/26 = biweekly		1,076.80	1,106.40	1,136.80	1,165.60	1,196.80	1,228.80	1,261.60	1,295.20	1,328.80	1,364.00	1,400.00	1,437.60	1,476.00	1,514.40	
Annual/12 = monthly		2,333.07	2,397.20	2,463.07	2,525.47	2,593.07	2,662.40	2,733.47	2,806.27	2,879.07	2,955.33	3,033.33	3,114.80	3,198.00	3,281.20	
Hourly * 2080 = annual		27,996.80	28,766.40	29,556.80	30,305.60	31,116.80	31,948.80	32,801.60	33,675.20	34,548.80	35,464.00	36,400.00	37,377.60	38,376.00	39,374.40	
A12	2	14.83	15.22	15.62	16.03	16.46	16.90	17.35	17.80	18.28	18.76	19.25	19.76	20.28	20.82	Custodian, Laborer, Clerk, Youth Artistic Specialist
		1,186.40	1,217.60	1,249.60	1,282.40	1,316.80	1,352.00	1,388.00	1,424.00	1,462.40	1,500.80	1,540.00	1,580.80	1,622.40	1,665.60	
		2,570.53	2,638.13	2,707.47	2,778.53	2,853.07	2,929.33	3,007.33	3,085.33	3,168.53	3,251.73	3,336.67	3,425.07	3,515.20	3,608.80	
		30,846.40	31,657.60	32,489.60	33,342.40	34,236.80	35,152.00	36,088.00	37,024.00	38,022.40	39,020.80	40,040.00	41,100.80	42,182.40	43,305.60	
A13	3	16.17	16.60	17.04	17.49	17.95	18.42	18.92	19.42	19.94	20.47	21.00	21.56	22.13	22.71	Animal Control Officer, Equip. Operator 1, Maint. Wrkr., Meter Reader, Records Tech., Sanitation Laborer, Secretary, Deputy Court Clerk, Station Attendant, Accts. Payable Clerk, Pub Works Laborer, Wtr/Swr Laborer
		1,293.60	1,328.00	1,363.20	1,399.20	1,436.00	1,473.60	1,513.60	1,553.60	1,595.20	1,637.60	1,680.00	1,724.80	1,770.40	1,816.80	
		2,802.80	2,877.33	2,953.60	3,031.60	3,111.33	3,192.80	3,279.47	3,366.13	3,456.27	3,548.13	3,640.00	3,737.07	3,835.87	3,936.40	
		33,633.60	34,528.00	35,443.20	36,379.20	37,336.00	38,313.60	39,353.60	40,393.60	41,475.20	42,577.60	43,680.00	44,844.80	46,030.40	47,236.80	
B21	4	17.25	17.70	18.18	18.65	19.15	19.66	20.19	20.72	21.27	21.83	22.41	23.01	23.61	24.24	EMS Clerk, Maint. Tech 1, Payroll Coordinator, Warehouse Attendant
		1,380.00	1,416.00	1,454.40	1,492.00	1,532.00	1,572.80	1,615.20	1,657.60	1,701.60	1,746.40	1,792.80	1,840.80	1,888.80	1,939.20	
		2,990.00	3,068.00	3,151.20	3,232.67	3,319.33	3,407.73	3,499.60	3,591.47	3,686.80	3,783.87	3,884.40	3,988.40	4,092.40	4,201.60	
		35,880.00	36,816.00	37,814.40	38,792.00	39,832.00	40,892.80	41,995.20	43,097.60	44,241.60	45,406.40	46,612.80	47,860.80	49,108.80	50,419.20	
B22	5	18.06	18.54	19.03	19.53	20.05	20.58	21.13	21.69	22.26	22.86	23.46	24.09	24.72	25.37	Admin. Asst., Engr. Aid 1, Exec. Secretary, Equip. Operator 2, Mechanic 1, Industrial Waste Insp., Public Safety Attendant, Lab Tech., Welder, Crime Analyst, Theatre/Drama Spec. 1, Plant Oper "C", Public Relations/Mktg. Specialist, EMT Intermediate
		1,444.80	1,483.20	1,522.40	1,562.40	1,604.00	1,646.40	1,690.40	1,735.20	1,780.80	1,828.80	1,876.80	1,927.20	1,977.60	2,029.60	
		3,130.40	3,213.60	3,298.53	3,385.20	3,475.33	3,567.20	3,662.53	3,759.60	3,858.40	3,962.40	4,066.40	4,175.60	4,284.80	4,397.47	
		37,564.80	38,563.20	39,582.40	40,622.40	41,704.00	42,806.40	43,950.40	45,115.20	46,300.80	47,548.80	48,796.80	50,107.20	51,417.60	52,769.60	
B23/B21-F	5E	18.81	19.29	19.78	20.28	20.80	21.33	21.88	22.44	23.01	23.61	24.21	24.84	25.47	26.12	
	5N	19.06	19.54	20.03	20.53	21.05	21.58	22.13	22.69	23.26	23.86	24.46	25.09	25.72	26.37	
	6	18.96	19.47	19.98	20.51	21.06	21.62	22.18	22.77	23.37	24.00	24.64	25.29	25.95	26.63	Arborist, Records Mgmt. Coord., HR Specialist, Code Enforcement Officer, Lab Analyst, Mechanic 2, Maint. Tech. 2, Horticulturalist, Rec. Specialist, Plant Operator "B", Theatre/Drama Specialist 2, Tech. Production Coord., Dispatcher
		1,516.80	1,557.60	1,598.40	1,640.80	1,684.80	1,729.60	1,774.40	1,821.60	1,869.60	1,920.00	1,971.20	2,023.20	2,076.00	2,130.40	
		3,286.40	3,374.80	3,463.20	3,555.07	3,650.40	3,747.47	3,844.53	3,946.80	4,050.80	4,160.00	4,270.93	4,383.60	4,498.00	4,615.87	
		39,436.80	40,497.60	41,558.40	42,660.80	43,804.80	44,969.60	46,134.40	47,361.60	48,609.60	49,920.00	51,251.20	52,603.20	53,976.00	55,390.40	
	6E	19.71	20.22	20.73	21.26	21.81	22.37	22.93	23.52	24.12	24.75	25.39	26.04	26.70	27.38	
	6N	19.96	20.47	20.98	21.51	22.06	22.62	23.18	23.77	24.37	25.00	25.64	26.29	26.95	27.63	
B24/B31	7	20.85	21.40	21.99	22.56	23.16	23.77	24.39	25.03	25.72	26.40	27.09	27.82	28.56	29.30	Asst. Children's Librarian, Equip. Oper. 3, Inspector 2, Crew Leader, Plant Operator "A", Library Circ. Supv., Chief Deputy Cour Clerk, Maint. Tech 3, HR Generalist, Systems Support Specialist, Library Asst., Finance Coordinator, Ofc. Mgr., Dep. Tax Collector, Lib. Operations Specialist, Lib. Reference Asst.
		1,668.00	1,712.00	1,759.20	1,804.80	1,852.80	1,901.60	1,951.20	2,002.40	2,057.60	2,112.00	2,167.20	2,225.60	2,284.80	2,344.00	
		3,614.00	3,709.33	3,811.60	3,910.40	4,014.40	4,120.13	4,227.60	4,338.53	4,458.13	4,576.00	4,695.60	4,822.13	4,950.40	5,078.67	
		43,368.00	44,512.00	45,739.20	46,924.80	48,172.80	49,441.60	50,731.20	52,062.40	53,497.60	54,912.00	56,347.20	57,865.60	59,404.80	60,944.00	
B25/B22-P/B32	8	22.32	22.91	23.52	24.14	24.78	25.43	26.10	26.81	27.52	28.23	28.99	29.76	30.54	31.35	Accountant, Maint. Electrician, Exec. Asst., Engr. Inspector I, Asst. Streets Supv., Criminal Intelligence Analyst, Community Liaison, Network Analyst, HR Bus. Partner, Asst. Sanitation Supv., Asst. Wtr/Swr Supv., Asst. Wtr Plt Supv., Police Cadet
		1,785.60	1,832.80	1,881.60	1,931.20	1,982.40	2,034.40	2,088.00	2,144.80	2,201.60	2,258.40	2,319.20	2,380.80	2,443.20	2,508.00	
		3,868.80	3,971.07	4,076.80	4,184.27	4,295.20	4,407.87	4,524.00	4,647.07	4,770.13	4,893.20	5,024.93	5,158.40	5,293.60	5,434.00	
		46,425.60	47,652.80	48,921.60	50,211.20	51,542.40	52,894.40	54,288.00	55,764.80	57,241.60	58,718.40	60,299.20	61,900.80	63,523.20	65,208.00	
C41/B23-FP	9	24.32	25.11	25.91	26.74	27.59	28.47	29.39	30.33	31.29	32.30	33.34	34.40	35.50	36.64	Artistic Supv., Athletics/Aquatics Coord., Special Projects Coord., Deputy City Secy., Surveyor/Autocad Designer, Traffic Signal Supv., P&R Mktg/Tech Coord., P&R Admin. Coord., Librarian Child's, Library Adult Svcs. Supv., Dispatch Supv., Records Supv., Sr. Svcs. Supv., Bldg. Maint. Supv., Youth Prog. Coord., Deputy Bldg Official, Engr. Inspector II, Purchasing & Budget Coordinator, Paramedic, Anim. Cntrl. Supv.,
		1,945.60	2,008.80	2,072.80	2,139.20	2,207.20	2,277.60	2,351.20	2,426.40	2,503.20	2,584.00	2,667.20	2,752.00	2,840.00	2,931.20	
		4,215.47	4,352.40	4,491.07	4,634.93	4,782.27	4,934.80	5,094.27	5,257.20	5,423.60	5,598.67	5,778.93	5,962.67	6,153.33	6,350.93	
		50,585.60	52,228.80	53,892.80	55,619.20	57,387.20	59,217.60	61,131.20	63,086.40	65,083.20	67,184.00	69,347.20	71,552.00	73,840.00	76,211.20	

**CITY OF DEER PARK
FULL-TIME PAY SCALE (Classified Staff)**

October 1, 2019 - September 30, 2020

		Probation	A	B	C	D	E	F	G	H	I	J	K	L	M	Classified Roles
C42/B24F	9E	25.07	25.86	26.66	27.49	28.34	29.22	30.14	31.08	32.04	33.05	34.09	35.15	36.25	37.39	Bus. Analyst, Electrical Supv., Recreation Supv., Shop Supv., Sanitation Supv., Sewer Plant Supv., Street Maint. Supv., Utility Supv., Water Treatment Supv., Asst. Park Operations Supv., PW Operations Coord., Career Svcs. Officer, Investigator, Patrol Officer, School Resource Officer, City Marshal, Fire Inspector/Investigator, EMS Lieutenant
	9N	25.32	26.11	26.91	27.74	28.59	29.47	30.39	31.33	32.29	33.30	34.34	35.40	36.50	37.64	
	10	25.53	26.37	27.19	28.07	28.98	29.90	30.85	31.84	32.87	33.92	35.00	36.12	37.29	38.47	
		2,042.40	2,109.60	2,175.20	2,245.60	2,318.40	2,392.00	2,468.00	2,547.20	2,629.60	2,713.60	2,800.00	2,889.60	2,983.20	3,077.60	
		4,425.20	4,570.80	4,712.93	4,865.47	5,023.20	5,182.67	5,347.33	5,518.93	5,697.47	5,879.47	6,066.67	6,260.80	6,463.60	6,668.13	
		53,102.40	54,849.60	56,555.20	58,385.60	60,278.40	62,192.00	64,168.00	66,227.20	68,369.60	70,553.60	72,800.00	75,129.60	77,563.20	80,017.60	
	10E	26.28	27.12	27.94	28.82	29.73	30.65	31.60	32.59	33.62	34.67	35.75	36.87	38.04	39.22	
	10N	26.53	27.37	28.19	29.07	29.98	30.90	31.85	32.84	33.87	34.92	36.00	37.12	38.29	39.47	
C43	11	26.83	27.67	28.57	29.48	30.43	31.38	32.39	33.43	34.50	35.61	36.76	37.93	39.14	40.38	Utility Billing/Tax Coll./Assessor, Business Analyst II, Network Admin., PR/Mktg. Admin., Athletics/Aquatics Supv., Asst. Library Dir./Tech Services Supv.
		2,146.40	2,213.60	2,285.60	2,358.40	2,434.40	2,510.40	2,591.20	2,674.40	2,760.00	2,848.80	2,940.80	3,034.40	3,131.20	3,230.40	
		4,650.53	4,796.13	4,952.13	5,109.87	5,274.53	5,439.20	5,614.27	5,794.53	5,980.00	6,172.40	6,371.73	6,574.53	6,784.27	6,999.20	
		55,806.40	57,553.60	59,425.60	61,318.40	63,294.40	65,270.40	67,371.20	69,534.40	71,760.00	74,068.80	76,460.80	78,894.40	81,411.20	83,990.40	
C44/CS1/C41-F	12	28.16	29.06	29.99	30.95	31.93	32.96	34.02	35.11	36.24	37.39	38.58	39.81	41.10	42.41	Chief Bldg. Official, Engineering Coord., Supv. - Projects & Applications, Accounting Supervisor, Park Operations Supervisor, Court Admin., EMS Captain
		2,252.80	2,324.80	2,399.20	2,476.00	2,554.40	2,636.80	2,721.60	2,808.80	2,899.20	2,991.20	3,086.40	3,184.80	3,288.00	3,392.80	
		4,881.07	5,037.07	5,198.27	5,364.67	5,534.53	5,713.07	5,896.80	6,085.73	6,281.60	6,480.93	6,687.20	6,900.40	7,124.00	7,351.07	
		58,572.80	60,444.80	62,379.20	64,376.00	66,414.40	68,556.80	70,761.60	73,028.80	75,379.20	77,771.20	80,246.40	82,804.80	85,488.00	88,212.80	
	12E	28.91	29.81	30.74	31.70	32.68	33.71	34.77	35.86	36.99	38.14	39.33	40.56	41.85	43.16	
	12N	29.16	30.06	30.99	31.95	32.93	33.96	35.02	36.11	37.24	38.39	39.58	40.81	42.10	43.41	
C45/CS2/C42P	13	29.57	30.51	31.50	32.49	33.53	34.61	35.72	36.87	38.04	39.25	40.52	41.81	43.15	44.53	Economic Development Administrator, Police Sergeant
		2,365.60	2,440.80	2,520.00	2,599.20	2,682.40	2,768.80	2,857.60	2,949.60	3,043.20	3,140.00	3,241.60	3,344.80	3,452.00	3,562.40	
		5,125.47	5,288.40	5,460.00	5,631.60	5,811.87	5,999.07	6,191.47	6,390.80	6,593.60	6,803.33	7,023.47	7,247.07	7,479.33	7,718.53	
		61,505.60	63,460.80	65,520.00	67,579.20	69,742.40	71,988.80	74,297.60	76,689.60	79,123.20	81,640.00	84,281.60	86,964.80	89,752.00	92,622.40	
13E		30.32	31.26	32.25	33.24	34.28	35.36	36.47	37.62	38.79	40.00	41.27	42.56	43.90	45.28	
13N		30.57	31.51	32.50	33.49	34.53	35.61	36.72	37.87	39.04	40.25	41.52	42.81	44.15	45.53	

Part Time Pay Scale (Non-classified staff)

October 1, 2019 - September 30, 2020

(Increment step to be given depending on merit score on annual basis)

Job/Classification	RANGE	P	A	B	C	D	E	F	G
	1	\$7.50	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25	\$8.40	\$8.55
Clerk	2	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25	\$8.40	\$8.55	\$8.70
	3	\$7.80	\$7.95	\$8.10	\$8.25	\$8.40	\$8.55	\$8.70	\$8.85
	4	\$7.95	\$8.10	\$8.25	\$8.40	\$8.55	\$8.70	\$8.85	\$9.00
Youth Activities Aid	5	\$8.25	\$8.50	\$8.75	\$9.00	\$9.25	\$9.50	\$9.75	\$10.00
	6	\$8.75	\$9.00	\$9.25	\$9.50	\$9.75	\$10.00	\$10.25	\$10.50
Admin. Aide, Library Page, College Intern, Program Aide, Receptionist, IT Coordinator	7	\$9.25	\$9.75	\$10.25	\$10.75	\$11.25	\$11.75	\$12.25	\$12.75
Library Clerk, School Crossing Guards (flat \$14.00 rate per DPISD contract), Shelter Attendant, PR/Mktg. Specialist., P&R Laborer	8	\$11.75	\$12.25	\$12.75	\$13.25	\$13.75	\$14.25	\$14.75	\$15.25
After School Asst. Coord., P&R Program Leader	9	\$12.25	\$12.75	\$13.25	\$13.75	\$14.25	\$14.75	\$15.25	\$15.75
Reference Asst., Program Ldr. w/CDL	10	\$18.25	\$18.75	\$19.25	\$19.75	\$20.25	\$20.75	\$21.25	\$21.75
Reference Librarian, Fire Inspector, Paramedic, Youth Program Librarian	11	\$22.25	\$22.75	\$23.25	\$23.75	\$24.25	\$24.75	\$25.25	\$25.75
	12	\$25.50	\$26.00	\$26.50	\$27.00	\$27.50	\$28.00	\$28.50	\$29.00
	13	\$29.50	\$30.50	\$31.50	\$32.50	\$33.50	\$34.50	\$35.50	\$36.50
Surveyor/CAD Oper.	14	\$36.50	\$37.50	\$38.50	\$39.50	\$40.50	\$41.50	\$42.50	\$43.50

Temporary Scale (Non-classified staff)

October 1, 2019 - September 30, 2020

(Increment step to be given based on successful re-employment annually)

Job/Classification	RANGE	P	A	B	C	D	E	F	G
	1	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
House Checker	2	\$7.50	\$7.65	\$7.80	\$7.95	\$7.95	\$7.95	\$7.95	\$7.95
	3	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25	\$8.40	\$8.40	\$8.40
Swim Aide/Cashier (with Certif. Step D), Summer	4	\$7.80	\$7.95	\$8.10	\$8.25	\$8.50	\$9.00	\$9.00	\$9.00
	5	\$7.95	\$8.10	\$8.25	\$8.50	\$9.00	\$9.50	\$9.50	\$9.50
	6	\$8.10	\$8.25	\$8.50	\$9.00	\$9.50	\$10.00	\$10.00	\$10.00
Athletic Ldr., Lifeguard (A entry), Lifeguard-WSI (c entry), HR Intern, Meter Reader, Receptionist, NASCO Instructor (D entry)	7	\$9.25	\$9.75	\$10.25	\$10.75	\$11.25	\$11.75	\$11.75	\$11.75
Pool Mgr., Scorekeeper, Sanitation Laborer	8	\$11.25	\$11.75	\$12.25	\$12.75	\$13.25	\$13.75	\$13.75	\$13.75

October 1, 2019 - September 30, 2020

		Probation	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P		
Grade	Grade #	Range Min																Range Max		
D61/C51-F	14	33.29	34.54	35.79	37.03	38.28	39.54	40.78	42.02	43.28	44.52	45.77	47.02	48.27	49.52	50.76	52.00	53.26	Asst. Dir. Public Works, Asst. Dir. P&R, Operations Supv.,	
		Annual/26 = biweekly	2,663.20	2,763.20	2,863.20	2,962.40	3,062.40	3,163.20	3,262.40	3,361.60	3,462.40	3,561.60	3,661.60	3,761.60	3,861.60	3,961.60	4,060.80	4,160.00	4,260.80	Asst. Chief - EMS
		Annual/12 = monthly	5,770.27	5,986.93	6,203.60	6,418.53	6,635.20	6,853.60	7,068.53	7,283.47	7,501.87	7,716.80	7,933.47	8,150.13	8,366.80	8,583.47	8,798.40	9,013.33	9,231.73	
		Hourly * 2080 = Annual	69,243.20	71,843.20	74,443.20	77,022.40	79,622.40	82,243.20	84,822.40	87,401.60	90,022.40	92,601.60	95,201.60	97,801.60	100,401.60	103,001.60	105,580.80	108,160.00	110,780.80	
D62/C52P/C52F	15	34.95	36.27	37.57	38.89	40.19	41.49	42.81	44.12	45.44	46.74	48.05	49.37	50.68	51.98	53.31	54.61	55.92	Police Lieutenant	
			2,796.00	2,901.60	3,005.60	3,111.20	3,215.20	3,319.20	3,424.80	3,529.60	3,635.20	3,739.20	3,844.00	3,949.60	4,054.40	4,158.40	4,264.80	4,368.80	4,473.60	Fire Marshal
			6,058.00	6,286.80	6,512.13	6,740.93	6,966.27	7,191.60	7,420.40	7,647.47	7,876.27	8,101.60	8,328.67	8,557.47	8,784.53	9,009.87	9,240.40	9,465.73	9,692.80	
			72,696.00	75,441.60	78,145.60	80,891.20	83,595.20	86,299.20	89,044.80	91,769.60	94,515.20	97,219.20	99,944.00	102,689.60	105,414.40	108,118.40	110,884.80	113,588.80	116,313.60	
D63	15E	35.70	37.02	38.32	39.64	40.94	42.24	43.56	44.87	46.19	47.49	48.80	50.12	51.43	52.73	54.06	55.36	56.67		
	15N	35.95	37.27	38.57	39.89	41.19	42.49	43.81	45.12	46.44	47.74	49.05	50.37	51.68	52.98	54.31	55.61	56.92		
	16	36.62	37.99	39.35	40.73	42.10	43.47	44.85	46.22	47.59	48.97	50.33	51.72	53.08	54.46	55.83	57.20	58.58		
		2,929.60	3,039.20	3,148.00	3,258.40	3,368.00	3,477.60	3,588.00	3,697.60	3,807.20	3,917.60	4,026.40	4,137.60	4,246.40	4,356.80	4,466.40	4,576.00	4,686.40		
		6,347.47	6,584.93	6,820.67	7,059.87	7,297.33	7,534.80	7,774.00	8,011.47	8,248.93	8,488.13	8,723.87	8,964.80	9,200.53	9,439.73	9,677.20	9,914.67	10,153.87		
D64/D71	17		38.69	40.15	41.60	43.04	44.50	45.95	47.40	48.85	50.29	51.75	53.21	54.65	56.10	57.56	59.00	60.46	61.90	
			3,095.20	3,212.00	3,328.00	3,443.20	3,560.00	3,676.00	3,792.00	3,908.00	4,023.20	4,140.00	4,256.80	4,372.00	4,488.00	4,604.80	4,720.00	4,836.80	4,952.00	
			6,706.27	6,959.33	7,210.67	7,460.27	7,713.33	7,964.67	8,216.00	8,467.33	8,716.93	8,970.00	9,223.07	9,472.67	9,724.00	9,977.07	10,226.67	10,479.73	10,729.33	
			80,475.20	83,512.00	86,528.00	89,523.20	92,560.00	95,576.00	98,592.00	101,608.00	104,603.20	107,640.00	110,676.80	113,672.00	116,688.00	119,724.80	122,720.00	125,756.80	128,752.00	
D65/D72	18		41.20	42.74	44.28	45.83	47.37	48.92	50.46	51.99	53.54	55.09	56.63	58.18	59.72	61.26	62.81	64.36	65.91	
			3,296.00	3,419.20	3,542.40	3,666.40	3,789.60	3,913.60	4,036.80	4,159.20	4,283.20	4,407.20	4,530.40	4,654.40	4,777.60	4,900.80	5,024.80	5,148.80	5,272.80	
			7,141.33	7,408.27	7,675.20	7,943.87	8,210.80	8,479.47	8,746.40	9,011.60	9,280.27	9,548.93	9,815.87	10,084.53	10,351.47	10,618.40	10,887.07	11,155.73	11,424.40	
E81	19		85,696.00	88,899.20	92,102.40	95,326.40	98,529.60	101,753.60	104,956.80	108,139.20	111,363.20	114,587.20	117,790.40	121,014.40	124,217.60	127,420.80	130,644.80	133,868.80	137,092.80	
			43.28	44.90	46.51	48.14	49.75	51.38	53.00	54.63	56.25	57.86	59.50	61.12	62.75	64.37	66.00	67.61	69.23	
			3,462.40	3,592.00	3,720.80	3,851.20	3,980.00	4,110.40	4,240.00	4,370.40	4,500.00	4,628.80	4,760.00	4,889.60	5,020.00	5,149.60	5,280.00	5,408.80	5,538.40	
			7,501.87	7,782.67	8,061.73	8,344.27	8,623.33	8,905.87	9,186.67	9,469.20	9,750.00	10,029.07	10,313.33	10,594.13	10,876.67	11,157.47	11,440.00	11,719.07	11,999.87	
E82	20		90,022.40	93,392.00	96,740.80	100,131.20	103,480.00	106,870.40	110,240.00	113,630.40	117,000.00	120,348.80	123,760.00	127,129.60	130,520.00	133,889.60	137,280.00	140,628.80	143,998.40	
			44.94	46.62	48.30	50.00	51.68	53.36	55.05	56.72	58.40	60.10	61.78	63.46	65.15	66.83	68.52	70.22	71.90	
			3,595.20	3,729.60	3,864.00	4,000.00	4,134.40	4,268.80	4,404.00	4,537.60	4,672.00	4,808.00	4,942.40	5,076.80	5,212.00	5,346.40	5,481.60	5,617.60	5,752.00	
			7,789.60	8,080.80	8,372.00	8,666.67	8,957.87	9,249.07	9,542.00	9,831.47	10,122.67	10,417.33	10,708.53	10,999.73	11,292.67	11,583.87	11,876.80	12,171.47	12,462.67	
E83	21		93,475.20	96,969.60	100,464.00	104,000.00	107,494.40	110,988.80	114,504.00	117,977.60	121,472.00	125,008.00	128,502.40	131,996.80	135,512.00	139,006.40	142,521.60	146,057.60	149,552.00	
			46.60	48.34	50.09	51.84	53.58	55.34	57.08	58.82	60.58	62.32	64.06	65.81	67.57	69.31	71.05	72.80	74.54	
			3,728.00	3,867.20	4,007.20	4,147.20	4,286.40	4,427.20	4,566.40	4,705.60	4,846.40	4,985.60	5,124.80	5,264.80	5,405.60	5,544.80	5,684.00	5,824.00	5,963.20	
			8,077.33	8,378.93	8,682.27	8,985.60	9,287.20	9,592.27	9,893.87	10,195.47	10,500.53	10,802.13	11,103.73	11,407.07	11,712.13	12,013.73	12,315.33	12,618.67	12,920.27	
E91	22		96,928.00	100,547.20	104,187.20	107,827.20	111,446.40	115,107.20	118,726.40	122,345.60	126,006.40	129,625.60	133,244.80	136,884.80	140,545.60	144,164.80	147,784.00	151,424.00	155,043.20	
			49.93	51.80	53.67	55.54	57.42	59.29	61.16	63.02	64.91	66.77	68.65	70.51	72.39	74.26	76.13	78.01	79.88	
			3,994.40	4,144.00	4,293.60	4,443.20	4,593.60	4,743.20	4,892.80	5,041.60	5,192.80	5,341.60	5,492.00	5,640.80	5,791.20	5,940.80	6,090.40	6,240.80	6,390.40	
			8,654.53	8,978.67	9,302.80	9,626.93	9,952.80	10,276.93	10,601.07	10,923.47	11,251.07	11,573.47	11,899.33	12,221.73	12,547.60	12,871.73	13,195.87	13,521.73	13,845.87	
		103,854.40	107,744.00	111,633.60	115,523.20	119,433.60	123,323.20	127,212.80	131,081.60	135,012.80	138,881.60	142,792.00	146,660.80	150,571.20	154,460.80	158,350.40	162,260.80	166,150.40		
F10	25	Min																	Max	
			66.87																107.00	
			5,349.60																8,094.67	
			11,590.80																17,538.46	
			139,089.60																222,560.00	
																			City Manager (Guideline)	

CITY OF DEER PARK
GRANDFATHERED STAFF PAY SCALE (Classified Staff)
October 1, 2019 - September 30, 2020

FORMULA:	Range	Range Min													Range Max	Roles
		Probation	A	B	C	D	E	F	G	H	I	J	K	L	M	Assigned
Annual/26 = biweekly Annual/12 = monthly Hourly * 2080 = annual	10	17.81	18.26	18.70	19.16	19.63	20.11	20.63	21.16	21.69	22.23	22.79	23.35	23.93	24.53	Custodian, Deputy Court Clerk
		1,425.09	1,460.94	1,495.97	1,532.64	1,570.12	1,608.42	1,650.78	1,693.15	1,735.52	1,778.71	1,823.52	1,868.34	1,914.78	1,962.04	
		3,087.68	3,165.36	3,241.27	3,320.72	3,401.93	3,484.90	3,576.70	3,668.50	3,760.30	3,853.87	3,950.97	4,048.06	4,148.69	4,251.08	
		37,052.22	37,984.35	38,895.29	39,848.61	40,823.11	41,818.80	42,920.40	44,022.01	45,123.62	46,246.42	47,411.58	48,576.75	49,784.28	51,013.00	
	12	19.63	20.11	20.63	21.16	21.69	22.23	22.79	23.35	23.93	24.53	25.14	25.76	26.40	27.04	Dispatcher, Equip. Oper. II, Lab Technician, Maintenance Tech I, Plant Oper. "C", Station , Warehouse Attendant, Welder
		1,570.12	1,608.42	1,650.78	1,693.15	1,735.52	1,778.71	1,823.52	1,868.34	1,914.78	1,962.04	2,010.93	2,060.63	2,111.96	2,163.29	
		3,401.93	3,484.90	3,576.70	3,668.50	3,760.30	3,853.87	3,950.97	4,048.06	4,148.69	4,251.08	4,357.01	4,464.70	4,575.92	4,687.14	
		40,823.11	41,818.80	42,920.40	44,022.01	45,123.62	46,246.42	47,411.58	48,576.75	49,784.28	51,013.00	52,284.09	53,576.36	54,911.00	56,245.64	
	12A	20.38	20.86	21.38	21.91	22.44	22.98	23.54	24.10	24.68	25.28	25.89	26.51	27.15	27.79	
	12B	20.63	21.11	21.63	22.16	22.69	23.23	23.79	24.35	24.93	25.53	26.14	26.76	27.40	28.04	
	13	20.63	21.16	21.69	22.23	22.79	23.35	23.93	24.53	25.14	25.76	26.40	27.04	27.71	28.41	Plant Oper. "B", Recreation Specialist
		1,650.78	1,693.15	1,735.52	1,778.71	1,823.52	1,868.34	1,914.78	1,962.04	2,010.93	2,060.63	2,111.96	2,163.29	2,217.07	2,272.48	
		3,576.70	3,668.50	3,760.30	3,853.87	3,950.97	4,048.06	4,148.69	4,251.08	4,357.01	4,464.70	4,575.92	4,687.14	4,803.65	4,923.70	
		42,920.40	44,022.01	45,123.62	46,246.42	47,411.58	48,576.75	49,784.28	51,013.00	52,284.09	53,576.36	54,911.00	56,245.64	57,643.84	59,084.41	
	13B	21.63	22.16	22.69	23.23	23.79	24.35	24.93	25.53	26.14	26.76	27.40	28.04	28.71	29.41	
	16	23.93	24.53	25.14	25.76	26.40	27.04	27.71	28.41	29.12	29.83	30.58	31.33	32.11	32.91	
		1,914.78	1,962.04	2,010.93	2,060.63	2,111.96	2,163.29	2,217.07	2,272.48	2,329.51	2,386.55	2,446.03	2,506.32	2,569.06	2,632.62	Administrative Asst., Engineering Insp., Maintenance Electrician (HVAC)
		4,148.69	4,251.08	4,357.01	4,464.70	4,575.92	4,687.14	4,803.65	4,923.70	5,047.28	5,170.86	5,299.73	5,430.37	5,566.31	5,704.01	
		49,784.28	51,013.00	52,284.09	53,576.36	54,911.00	56,245.64	57,643.84	59,084.41	60,567.34	62,050.28	63,596.77	65,164.44	66,795.67	68,448.09	
	21	30.58	31.33	32.11	32.91	33.73	34.56	35.43	36.31	37.21	38.13	39.09	40.06	41.05	42.07	Engineering Coord.
		2,446.03	2,506.32	2,569.06	2,632.62	2,698.62	2,764.62	2,834.69	2,904.76	2,976.46	3,050.61	3,127.20	3,204.61	3,283.64	3,365.94	
		5,299.73	5,430.37	5,566.31	5,704.01	5,847.00	5,990.00	6,141.83	6,293.65	6,449.01	6,609.66	6,775.61	6,943.32	7,114.56	7,292.87	
		63,596.77	65,164.44	66,795.67	68,448.09	70,164.06	71,880.03	73,701.92	75,523.81	77,388.07	79,315.89	81,307.26	83,319.82	85,374.74	87,514.41	