

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

James Stokes, City Manager
Gary Jackson, Assistant City Manager



Jerry Mouton Jr., Mayor

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

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

Ordinance #4135

Resolution #2020-03

CALL TO ORDER

The 1749th meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

COMMENTS FROM AUDIENCE

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

AWARDING/REJECTING BIDS

1. Awarding bid for the Hurricane Harvey Storm Outfall Replacement Project.

[BID 20-002](#)

Recommended Action:

Award bid for the Hurricane Harvey Storm Outfall Replacement Project to T Construction in the amount of \$90,161.00, which includes ALT Bids 1-3, BASE Bid 4 and Items 1-19.

Attachments:

[DR-4332 - Deer Park - PW 6107 - Award Letter Package](#)

[01-10-2020 Bid Tab - Harvey Outfall Project - updated with OPTION 4 selected](#)

2. Awarding bid for mowing services for the City of Deer Park.

[BID 20-003](#)

Recommended Action:

Authorization to award contract for mowing services to Landscape Professionals of Texas for the amount of \$117,650.00.

Attachments:

[Mowing Service RFP011020](#)

[Bid Tab](#)

[Proposal Evaluations](#)

CONSENT CALENDAR

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

3. Approval of minutes of workshop meeting on January 7, 2020.

[MIN 20-010](#)

Recommended Action: Approval

Attachments: [CC MW 010720](#)

4. Approval of minutes of regular meeting on January 7, 2020.

[MIN 20-011](#)

Recommended Action: Approval

Attachments: [CC MR 010720](#)

NEW BUSINESS

5. Consideration of and action on authorization to purchase the services of SKE Construction, LLC through the Buy Board for the Repair of Storm Outfalls on the South Golf Course Ditch.

[PUR 20-001](#)

Recommended Action: Staff is recommending that council authorize the purchase of the services of SKE Construction LLC for the Repair of Storm Drain Outfalls on the South Golf Course Ditch..

Department: Public Works

6. Consideration of and action on authorizing the purchase of one (1) 2020 Frazer remount ambulance via the HGAC Cooperative Purchasing Program.

[PUR 20-002](#)

Recommended Action: Staff requests and recommends approval.

Attachments: [Deer Park Remount Quote 1382](#)

7. Consideration of and action on an Amendment to the Lease between the City of Deer Park and Touchstone Golf, LLC.

[AMD 19-007](#)

Recommended Action: Approve the amendment to the lease.

Attachments: [Second Amendment - City of DPandTouchstone Golf last draft](#)
[Annual Performance Payment Bond \(002\)](#)

8. Consideration of and action on an amendment to the contract between the City of Deer Park and the Texas Emergency Services Retirement System (TESRS).

[CON 20-001](#)

Recommended Action: Staff recommends approval of this increase.

Attachments: [TESRS Amendment 2019 13th Check](#)

9. Consideration of and action on the request of an extension for the Sports Organization Utilization Agreements thru March 2020.

[CON 20-002](#)

Recommended Action: Approve the request of an extension for the 2019 Sports Organization Utilization Agreements for 2019 thru March 2020.

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.

10. Consideration of and action on amending the Post-Issuance Compliance Policy and Procedures Manual. [POL 20-001](#)

Recommended Action: Approve the Post-Issuance Compliance Policy and Procedures Manual dated January 21, 2020.

Department: Finance

Attachments: [Post Issuance Compliance Policy 01.21.20](#)

11. Consideration of and action on an ordinance amending the Fiscal Year 2019-2020 Capital Improvements Fund Budget for repairs to the outdoor warning (siren) system. [ORD 19-105](#)

Recommended Action: Approve the ordinance amending the Fiscal Year 2019-2020 Capital Improvements Fund Budget for the outdoor warning (siren) system repairs.

Attachments: [Ord - Amend Budget FY20 Sirens](#)

[Crosspoint Quote - Siren Repairs](#)

12. Consideration of and action on authorization to purchase the Whelen Outdoor Siren System Upgrade and Repairs from Crosspoint Communications through the BuyBoard Cooperative Purchasing Program and authorizing the use of the Assigned Fund Balance. [PUR 20-003](#)

Recommended Action: Staff recommends approval.

Department: Finance

Attachments: [Deer Park Siren upgrade 1-10-20](#)

13. Consideration of and action on an ordinance amending Sections 22-48 and 22-48 Appendix "B" of the Code of Ordinances related to Food Trucks. [ORD 20-007](#)

Recommended Action: Approve Ordinance.

Department: City Manager's Office

Attachments: [Mobile Food Service Units-Amend-09-2019](#)

14. Consideration of and action on an ordinance annexing a 12.0163 acre tract within the City's Extra Territorial Jurisdiction into the City of Deer Park upon written request of the property owner and approving a service plan for such territory. [ORD 20-006](#)

Recommended Action: Approve the ordinance.

Attachments: [Annex 12.0163 acres-Extra Territorial-01-2020](#)

[Agreement for Deer Park Annexation Phase II signed by Molto](#)

[739 Independence LLC Annexation Request Phase II 10.10.19\(2\)](#)

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15. Consideration of and action on the results of the joint public hearing held on January 7, 2020 and a proposed ordinance from the request of the City of Deer Park to amend Ordinance No. 3886, the Zoning Ordinance designating a 12.0163 acre tract which has been annexed into the City as heavy Industrial Zoning District (M3).

[ORD 20-003](#)

Recommended Action: Approval of the ordinance.

Attachments: [Zone Designation M3 recomm letter Phase II](#)
[1155 Independence Parkway-Heavy Industrial-M3-01-2020](#)

16. Consideration of and action on a recommendation from the Planning and Zoning Commission and a proposed ordinance from the request of Molto Properties for a Specific Use Permit to construct a bulk warehouse at 1155 Independence Parkway.

[ORD 20-004](#)

Recommended Action: Approval of the ordinance.

Attachments: [739 Independence Parkway LLC](#)
[Specific Use Permit-1155 Independence Parkway-12.0163 acres-01-2020](#)

17. Consideration of and action on an ordinance to amend Schedule B of the Code of Ordinance related to various Parks and Recreation Department Fees.

[ORD 20-005](#)

Recommended Action: Staff is recommending adoption of the proposed ordinance to amend schedule B of the Code of Ordinance related to various Parks and Recreation Department Fees.

Attachments: [Exhibit to Appendix B Section 74-69 74-1 thru 74-5-update011020](#)
[Appendix B-Section74-1,2,3,5,-Prks and Rec-10-2019](#)
[Schedule B changes Jan 21 2020](#)

ADJOURN

Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board
January 17, 2020

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

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



Legislation Details (With Text)

File #: BID 20-002 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 1/10/2020 **In control:** City Council
On agenda: 1/21/2020 **Final action:**
Title: Awarding bid for the Hurricane Harvey Storm Outfall Replacement Project.

Sponsors:

Indexes:

Code sections:

Attachments: [DR-4332 - Deer Park - PW 6107 - Award Letter Package](#)
[01-10-2020 Bid Tab - Harvey Outfall Project - updated with OPTION 4 selected - v1.2](#)

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council		

Awarding bid for the Hurricane Harvey Storm Outfall Replacement Project.

Summary:

Hurricane Harvey damaged the storm sewer outfalls at six locations in Deer Park: Eastwind Drive, Dow Circle, Wisdom Drive, Second Street, Bayou Vista Drive and Garret Blvd. The City applied for a Public Assistance grant from FEMA for the repairs to these outfalls. The PA grant was awarded and staff worked with FEMA on the scope and cost of the project. Attached is the grant award notice from the Texas Division of Emergency Management (TDEM) dated 9-24-19. The cost estimate for the project approved by FEMA is \$180,106.68 for construction. An additional \$10,583.64 was approved in the grant for Direct Administrative Charge (DAC) making the total approved grant amount of \$190,690.32. The City's grant share is 10% or \$19,069.03. The City has contracted with True North Emergency Management for expertise in compliance with all federal regulations pertaining to the grant, which constitutes the Direct Administrative Charge component.

The bid notice was advertised with a deadline for receipt of bids on December 9, 2019. Five (5) bids were received. The bid tabulation sheet is attached. The low bidder is **T Construction** with a bid of **\$90,161.00**, which includes ALT Bids 1-3, BASE Bid 4 and Items 1-19. Staff checked references on comparable projects, which were acceptable. The company has no Exclusion shown on the federal System for Award Management (SAM). Under federal rules no contractor can receive federal funding if it has an exclusion on SAM.

The FEMA Public Assistance Grant is expected to pay for 90% of actual eligible costs. The total bid to be awarded is \$90,161. On one of the storm outfall locations (Eastwind Dr.), 2 items, the standard Type C inlet (\$5,600) and back sodding (\$1,390) have been ruled as ineligible for FEMA reimbursement. Therefore, the total eligible FEMA construction project amount is \$83,171, with a FEMA share of \$74,853.90, and City share of \$8,317.10.

Fiscal/Budgetary Impact:

Total bid award of \$90,161.00. Total eligible FEMA construction project amount of \$83,171, with a FEMA share of \$74,853.90, and City share of \$8,317.10.

Award bid for the Hurricane Harvey Storm Outfall Replacement Project to T Construction in the amount of \$90,161.00, which includes ALT Bids 1-3, BASE Bid 4 and Items 1-19.



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

September 24, 2019

Robert Hemminger
Emergency Services Director
Deer Park
DUNS Number 074183351
FIPS Number 201-19624-00

RE: Public Assistance Grant, 4332, Texas Hurricane Harvey
Catalog of Federal Domestic Assistance (CFDA) number 97.036
Federal Award Identification Number (FAIN), 4332DRTXP0000001
FEMA Project Worksheet 6107
Project Title: Storm Water Outfall Pipe
Period of Performance 8/25/2017 to 8/25/2019

An award to your Public Assistance subgrant has been completed by the Texas Division of Emergency Management (TDEM).

PW 6107						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	9/20/2019	\$190,690.32	90.00%	\$171,621.29	10.00%	\$19,069.03
Totals		\$190,690.32		\$171,621.29		\$19,069.03

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the project worksheet can be viewed at the version tab in GMS for this project, grants.tdem.texas.gov and is also attached for your convenience.

Your project worksheet may or may not have environmental and historical considerations and conditions that must be met. A copy of the Record of the Environment Consideration (REC) can be viewed at the version tab in GMS for this project as well and is also attached.

The terms and conditions remain in effect as outlined in the original Grant Terms and Conditions, and any subsequent State amendments.

Pursuant to 44 CFR §206.206, Appeals, you may appeal this determination within 60 days of receipt of this notification. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM PA Support Affiliate within the allotted time. If you elect to appeal, the appeal must:

- 1) Contain documented justification supporting your position
- 2) Specify the monetary figure in dispute and
- 3) Cite the provisions in federal law, regulation or policy with which you believe the initial action was inconsistent.

If you have any questions, please contact Meghan Hicks at (512) 499-1496 or email at meghan.hicks@cohnreznick.com.

PA-06-TX-4332-PW-06107(0) <u>P</u>	
Applicant Name:	Application Title:
DEER PARK	26707 - Storm Water Outfall Pipe
Period of Performance Start:	Period of Performance End:
08-25-2017	02-25-2019

Bundle Reference # (Amendment #)	Date Awarded
PA-06-TX-4332-PW-06107(5731)	09-20-2019

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 90%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET

DISASTER	PROJECT NO.	PA ID	DATE	CATEGORY
FEMA 4332 - DR -TX	26707	NO. 201-19624-00	06-03-2019	D
APPLICANT: DEER PARK			WORK COMPLETE AS OF: 06-03-2019 : 0 %	
Site 1 of 6				
DAMAGED FACILITY:			COUNTY: Harris	
Damage #68151; Dow Circle 24" RCP outfall to a concrete lined drainage ditch				
LOCATION:			LATITUDE:	LONGITUDE:
PA-06-TX-4332-PW-06107(0): 710 E. San Augustine Deer Park, TX 77536			29.68574	-95.11942
Current Version:				
DAMAGE DESCRIPTION AND DIMENSIONS:				
PA-06-TX-4332-PW-06107(0): The Disaster #4332DR, which occurred between 8/23/2017 and 9/15/2017, caused:				
Damage #68151; Dow Circle 24" RCP outfall to a concrete lined drainage ditch				
General Facility Information:				
Facility Type: Drainage Channels				
Facility: Culvert				
Facility Description: 24 IN reinforced concrete pipe (RCP) for storm water drainage				
Approx. Year Built: 1979				
Location Description: 710 E. San Augustine, Deer Park TX 77536				
GPS Latitude/Longitude: 29.68574, -95.11942				
Purpose: Drainage				
Shape: Circular				
Dimensions (top) Width (ft): 2				

Dimensions (top) Depth (ft): 2

Quantity of Material Deposited by Incident: N/A

General Damage Information:

Date Damaged: 8/27/2017

Cause of Damage: rapid moving flood water

Facility Damage:

Pipe, 24 IN RCP, 16 FT long, rapid moving surface water flooding undermined and displaced the ground material below the sloped concrete apron causing the pipe to shift and collapse , 0% work completed.

Current Version:

SCOPE OF WORK:

PA-06-TX-4332-PW-06107(0):
68151 Dow Circle 24" RCP outfall to a concrete lined drainage ditch

Work to be Completed:

The applicant will utilize contracts for repairs to the drainage system to restore facilities back to pre-disaster design, capacity and function within the existing footprint.

Dow Circle:

- A. Remove and replace 1 each 24 IN RCP, 16 FT long

Total Damage Inventory: \$24,375.49

Total Direct Administrative Cost (DAC): \$10,583.64 (69-hours)

Total Project Cost: \$190,690.32

Project Notes:

1. All site estimates for work to be completed were generated using Texas DOT weighted averages and RS Means. See attachment labeled ST 26707 Estimate.
2. CEF was not developed since the damaged sites within each DI are not adjacent to each other.
3. For source of new fill or borrow material, it is expected that the Applicant will use the nearby location (quarry): Vulcan Materials Company, 14047 Industrial Rd., Houston, TX 77015 (GPS 29.748917, -95.171279). Any final/revised location(s) will be provided by Applicant.

Current Version:

Site 2 of 6

DAMAGED FACILITY:

Damage #68152; Wisdom Drive 24" RCP into earthen drainage ditch

COUNTY: Harris

LOCATION:

PA-06-TX-4332-PW-06107(0):
710 E. San Augustine
Deer Park, TX 77536

LATITUDE:
29.67511

LONGITUDE:
-95.12998

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4332-PW-06107(0):
Damage #68152; Wisdom Drive 24" RCP into earthen drainage ditch

General Facility Information:

Facility Type: Drainage Channels

Facility: Culvert

Facility Description: 24 IN reinforced concrete pipe (RCP) for storm water drainage

Approx. Year Built: 1980

Location Description: 710 E. San Augustine, Deer Park TX 77536

GPS Latitude/Longitude: 29.67511, -95.12998

Purpose: Drainage

Shape: Circular

Dimensions (top) Width (ft): 1

Dimensions (top) Depth (ft): 1

Quantity of Material Deposited by Incident: N/A

General Damage Information:

Date Damaged: 8/27/2017

Cause of Damage: rapid moving flood water

Facility Damage:

Embankment, 5.5556 CY of stabilized sand, 40 FT long x 30 IN wide x 18 IN deep, heavy erosion due to rapid moving surface water flooding, 0% work completed.

Pipe, 1 each of 24 IN RCP, 6 FT long, displaced due to erosion from rapid moving flood water, 0% work completed.

Backfill, 3.3333 CY of top soil, 10 FT long x 4.5 FT wide x 2 FT deep, heavy erosion due to rapid moving surface water flooding, 0% work completed.

Current Version:

SCOPE OF WORK:

PA-06-TX-4332-PW-06107(0):
68152 Wisdom Drive 24" RCP into earthen drainage ditch

Work to be Completed:

The applicant will utilize contracts for repairs to the drainage system to restore facilities back to pre-disaster design, capacity and function within the existing footprint.

Wisdom Drive:

- A. Replace 5.6 CY of stabilized sand
- B. Remove and replace 1 each 24 IN RCP, 6 FT long
- C. Replace 3.3 CY of top soil

Total Damage Inventory: \$15,577.10

Current Version:

Site 3 of 6

DAMAGED FACILITY:

Damage #68153; Second Street 36" CMP outfall into concrete lined ditch

COUNTY: Harris

LOCATION:

PA-06-TX-4332-PW-06107(0):
710 E. San Augustine
Deer Park, TX 77536

LATITUDE:
29.70841

LONGITUDE:
-95.11706

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4332-PW-06107(0):
Damage #68153; Second Street 36" CMP outfall into concrete lined ditch

General Facility Information:

Facility Type: Drainage Channels

Facility: Culvert

Facility Description: 12 IN Corrugated Metal Pipe(CMP), 12 FT long for storm water drainage

Year Built: 1974

Location Description: 710 E. San Augustine Deer Park, TX 77536

GPS Latitude/Longitude: 29.70841, -95.11706

Purpose: Flood Control

Shape: Circular

Dimensions (top) Width (ft): 1

Dimensions (top) Depth (ft): 1

Quantity of Material Deposited by Incident: N/A

General Damage Information:

Date Damaged: 8/25/2017

Cause of Damage: subsidence in ground material caused by rapid moving surface water flooding

Facility Damage:

Pipe, 12 IN CMP, 12 LF long, displaced due to subsidence in ground material caused by rapid moving surface water flooding, 0% work completed.

Current Version:

SCOPE OF WORK:

PA-06-TX-4332-PW-06107(0):

68153 Second Street 12" CMP outfall into

Work to be completed:

The applicant will utilize contracts for repairs to the drainage system to restore facilities back to pre-disaster design, capacity and function within the existing footprint.

Second Street:

A. Remove and replace 1 each 12 IN CMP, 12 FT long

Total Damage Inventory: \$17,208.07

Scope Note:

1. Damage Inventory line item description states 36" CMP. SIR and DDD actual Facility Damage states 12" CMP.

Current Version:

Site 4 of 6

DAMAGED FACILITY:

Damage #68154; Bayou Vista Drive 18" CMP outfall into an earthen drainage ditch

COUNTY: Harris

LOCATION:

PA-06-TX-4332-PW-06107(0):

602 Bayou Vista Drive
Deer Park, Texas 77536LATITUDE:
29.67309LONGITUDE:
-95.12883

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4332-PW-06107(0):

Damage #68154; Bayou Vista Drive 18" CMP outfall into an earthen drainage ditch

General Facility Information:

Facility Type: Drainage Channels

Facility: Culvert to drainage channel

Facility Description: 36 IN corrugated metal/steel pipe (CMP) for storm water drainage

Approx. Year Built: 1983

Location Description: 602 Bayou Vista Drive Deer Park, Texas 77536

GPS Latitude/Longitude: 29.67309, -95.12883

Purpose: Drainage

Shape: Circular

Dimensions (top) Width (ft): 3

Dimensions (top) Depth (ft): 3

Quantity of Material Deposited by Incident: N/A

General Damage Information:

Date Damaged: 8/25/2017

Cause of Damage: Rapidly moving flood water

Facility Damage:

Pipe, corrugated metal pipe (CMP), 36 LF long x 36 IN in diameter, twisted and dislodged due to subsidence in ground material caused by rapid moving surface water flooding, 0% work completed.

Concrete, 1 CY of Concrete, 20 FT long x 4 FT wide x 4 IN deep, destroyed during culvert demolition, 0% work completed.

Current Version:

SCOPE OF WORK:

PA-06-TX-4332-PW-06107(0):

68154 Bayou Vista Drive 18" CMP outfall into an earthen drainage ditch

Work to be Completed:

The applicant will utilize contracts for repairs to the drainage system to restore facilities back to pre-disaster design, capacity and function within the existing footprint.

Bayou Vista Drive:

- A. Remove and replace 1 each 36 IN CMP, 36 FT long
- B. Remove and replace 1 CY of concrete

Total Damage Inventory: \$22,910.42

Scope Note:

1. Damage Inventory line item description states 18" CMP. SIR and DDD actual Facility Damage states 36" CMP.

Current Version:

Site 5 of 6

DAMAGED FACILITY:

Damage #68155; Garrett Blvd 18" CMP outfall into an earthen drainage ditch

COUNTY: Harris

LOCATION:

PA-06-TX-4332-PW-06107(0):
3810 Garrett Blvd

LATITUDE:
29.67818

LONGITUDE:
-95.09266

(drainage ditch due east of this address)
Deer Park, Texas 77536

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4332-PW-06107(0):
Damage #68155; Garrett Blvd 18" CMP outfall into an earthen drainage ditch

General Facility Information:

Facility Type: Drainage Channels

Facility: Culvert to drainage channel

Facility Description: 24" Corrugated Metal/Steel Pipe (CMP) for stormwater drainage

Approx. Year Built: 1967

Location Description: 3810 Garrett Blvd (drainage ditch due east of this address) Deer Park, Texas 77536

GPS Latitude/Longitude: 29.67818, -95.09266

Purpose: Drainage

Shape: Circular

Dimensions (top) Width (ft): 2

Dimensions (top) Depth (ft): 2

Quantity of Material Deposited by Incident: N/A

General Damage Information:

Date Damaged: 8/25/2017

Cause of Damage: Rapidly moving flood water

Facility Damage:

Armoring, 1.76 CY of concrete, 24 FT long x 6 FT wide x 4 IN deep, was cracked and displaced due to undermining and soil subsidence cause by rapid moving flood water, 0% work completed.

Pipe, corrugated metal pipe (CMP), 40 LF long x 24 IN in diameter, displaced due to subsidence in ground material caused by rapid moving surface water flooding, 0% work completed.

Current Version:

SCOPE OF WORK:

PA-06-TX-4332-PW-06107(0):
68155 Garrett Blvd 18" CMP outfall into an earthen drainage ditch

Work to be Completed:

The applicant will utilize contracts for repairs to the drainage system to restore facilities back to pre-disaster design, capacity and function within the existing footprint.

Garrett Blvd.:

- A. Remove and replace 1.8 CY of concrete
- B. Remove and replace 1 each 24 IN CMP, 40 FT long

Total Damage Inventory: \$22,206.64

Scope notes:

1. Damage Inventory line item description states 18" CMP. SIR and DDD actual Facility Damage states 24" CMP.

Current Version:

Site 6 of 6

DAMAGED FACILITY:

COUNTY: Harris

Damage #86501; Storm Water Outfall Pipe		
LOCATION: PA-06-TX-4332-PW-06107(0): 1921 Eastwind Drive Current Version:	LATITUDE: 29.69364	LONGITUDE: -95.13007
DAMAGE DESCRIPTION AND DIMENSIONS: PA-06-TX-4332-PW-06107(0): Damage #86501; Storm Water Outfall Pipe General Facility Information: Facility Type: Drainage Channels and Navigational Waterways Facility: storm water drainage pipe Facility Description: an 18 inch diameter reinforced concrete circular pipe Year Built: 1983 Location Description: 1921 Eastwind Drive GPS Latitude/Longitude: 29.69364, -95.13007 Purpose: Flood Control Shape: circular pipe Dimensions (top) Width (ft): 0 Dimensions (top) Depth (ft): 0 Quantity of Material Deposited by Incident: N/A General Damage Information: Date Damaged: 9/5/2017 Cause of Damage: 50 inches of storm water over multiple days Facility Damage: Fill, 4 CY of select fill, 3 FT long x 5 FT wide x 7 FT deep, washed away by 50 inches of storm water over multiple days , 0% work completed. Pipe, reinforced concrete pipe (RCP), 160 FT long x 18 IN in diameter, joint failure due to 50 inches of rain over multiple days, 0% work completed. Current Version:		
SCOPE OF WORK: PA-06-TX-4332-PW-06107(0): 86501 Storm Water Outfall Pipe Work to be Completed: The applicant will utilize contracts for repairs to the drainage system to restore facilities back to pre-disaster design, capacity and function within the existing footprint. Eastwind Drive: A. Replace 4 CY of select fill B. Remove and replace 1 each 18 IN RCP, 160 FT long Total Damage Inventory: \$77,828.96 Current Version:		
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Special Considerations included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Is there insurance coverage on this facility? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9001	Contract	1/LS	\$ 77,828.96	\$ 77,828.96
2	9001	Contract	1/LS	\$ 24,375.49	\$ 24,375.49
3	9001	Contract	1/LS	\$ 22,910.42	\$ 22,910.42
4	9001	Contract	1/LS	\$ 22,206.64	\$ 22,206.64
5	9001	Contract	1/LS	\$ 17,208.07	\$ 17,208.07
6	9001	Contract	1/LS	\$ 15,577.10	\$ 15,577.10
7	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 10,583.64	\$ 10,583.64
				TOTAL COST	\$ 190,690.32
PREPARED BY Darryl D Marshall		TITLE PDMG	SIGNATURE		
APPLICANT REP. Jerry Mouton Jr.		TITLE Mayor	SIGNATURE		

[View Application](#)

PA-06-TX-4332-PW-06107(0) P	
Applicant Name:	Application Title:
DEER PARK	26707 - Storm Water Outfall Pipe
Period of Performance Start:	Period of Performance End:
08-25-2017	02-25-2019

Subgrant Application - Mitigation - Category C, D, E, F, and G Projects

For Category C, D, E, F, and G Projects only

Is effective mitigation feasible on this project? No

If you answered **Yes** to the above question, the next question is required

Will mitigation be performed on any sites in this project? No

If you answered **Yes** to the above question, the next question is required

Do you wish to attach a Hazard Mitigation Proposal? No

If you answered **Yes** to the above question, the next two questions are required

Please provide the Scope of Work
for the estimate:

Would you like to add the Hazard Mitigation
Proposal as a cost line item to the project cost? No

Comments						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
BRITTANY LEGGETT	06-03-2019	Mitigation Document	Site Inspection Report - Mitigation	406 SIR_City of Deer Park 5 Locations_14955.DOCX	406 SIR_City of Deer Park 5 Locations_14955.DOCX (8.83 Mb)	View
BRITTANY LEGGETT	06-03-2019	Mitigation Document	Hazard Mitigation Proposal	406HMP Draft Draft-Deer Park DI 68152-WO14955.xlsm	406HMP Draft Draft-Deer Park DI 68152-WO14955.xlsm(40.54 kb)	View
BRITTANY LEGGETT	06-03-2019	Mitigation Document	Hazard Mitigation Proposal	406HMP Draft Draft-Deer Park DI 68154-WO14955.xlsm	406HMP Draft Draft-Deer Park DI 68154-WO14955.xlsm(40.57 kb)	View
BRITTANY LEGGETT	06-03-2019	Mitigation Document	Hazard Mitigation Proposal	406HMP Draft Draft-Deer Park DI 68155-WO14955.xlsm	406HMP Draft Draft-Deer Park DI 68155-WO14955.xlsm(40.41 kb)	View
CHRISTOPHER MAUZY	06-19-2019	Additional Information	Email	RE_4332DR-TX Deer Park, City of - No Mitigation	RE_4332DR-TX Deer Park, City of - No Mitigation.pdf(185.45 kb)	View
CHRISTOPHER MAUZY	06-19-2019	Additional Information	Email	email - PDF (Deer Park, City of (NMR P# 26707))	email - PDF (Deer Park, City of (NMR P# 26707)).pdf(186.49 kb)	View

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project PA-06-TX-4332-PW-06107

Title: 26707 - Storm Water Outfall Pipe

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: STATEX
EIS Notice of Intent	EIS ROD Date:	
Comment City of Deer Park, Harris County; Category D; 0% Completed		

Applicant will utilize contracts to repair city-wide (GPS 29.6891, -95.11756) the multiple storm water outfalls that had been undermined from Harvey's surface water flooding in order to restore the conveyance (i.e., drainage) system to its pre-disaster function, capacity, design and within existing footprint. This will involve removal/replacement of various diameter/length combinations of corrugated metal pipes (CMP) along with the installment of backfill materials in those locations where the grounds had been washed away from flood waters. The fill materials will come from an existing or otherwise approved borrow source. See SOW for details of in-kind materials dimensions, quantities/volumes, and design specifications. No mitigation opportunities identified.

This project has been determined to be Statutorily Excluded from NEPA review in accordance with Section 316 of the Stafford Act. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - psparks3 - 07/05/2019 20:33:16 GMT

Based on the information contained therein, the Environmental/Historic Preservation and Floodplain Determination is unchanged and as such, is still applicable.

- tkingma1 - 08/06/2019 20:00:13 GMT

Based on the information contained therein, the Environmental/Historic Preservation and Floodplain Determination is unchanged and as such, is still applicable. - mcravey - 09/09/2019 16:15:01 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
	No Catex Categories were selected	

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project PA-06-TX-4332-PW-06107

Title: 26707 - Storm Water Outfall Pipe

Environmental Law/ Executive Order	Status	Description	Comment
Clean Water Act (CWA)	Completed	Project would affect waters, including wetlands, of the U.S.	
	Completed	Project may require Section 404/401 or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	Based on consultation with Texas General Land Office (GLO) and review of Coastal Coordination Council (CCC) General Concurrence #5, FEMA has determined that this project is deemed consistent with the goals and policies of the Texas Coastal Management Program (CMP) and consistency review procedures as implemented by the GLO. - psparks3 - 07/05/2019 20:01:21 GMT
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	Two of the project's sites are located within a Regulatory Floodway per Flood Insurance Rate Map (FIRM) panels 48201C0930M & 48201C0940M, both dated January 6, 2017. Initial Disaster Public Notice was published on September 27, 2017. These proposed actions are not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains, nor likely to increase the risk of flood loss. 8-step checklist attached. The remaining four sites per FIRMs 48201C0920M & 48201C0910M, both dated January 6, 2017 are located outside the 100-YR floodplain thus will not likely adversely affect floodplain functions/values. - psparks3 - 07/05/2019 18:12:11 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	A review of the US Fish & Wildlife National Wetland Inventory (NWI) online mapper, accessed on July 5, 2019, for sites indicate that areas are not located within nor do they affect designated wetlands. - psparks3 - 07/05/2019 17:44:34 GMT

16:27:22

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project PA-06-TX-4332-PW-06107

Title: 26707 - Storm Water Outfall Pipe

Environmental Law/ Executive Order	Status	Description	Comment
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The scope of work for this project does not require U.S. Fish and Wildlife Service (USFWS) consultation. FEMA notified USFWS of disaster activities on October 3, 2017. - psparks3 - 07/05/2019 20:00:34 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, Item II; Section C (1) (c) of FEMA's Programmatic Agreement (PA) dated September 11, 2014. In accordance with the PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. - jcrocke4 - 06/06/2019 15:37:00 GMT
OTHER (enter specifics in comments)	Completed	Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project PA-06-TX-4332-PW-06107

Title: 26707 - Storm Water Outfall Pipe

Environmental Law/ Executive Order	Status	Description	Comment
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work, including any necessary certifications that encroachments within the adopted regulatory floodway would not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Applicant must comply with any conditions of permit and all coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

The applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) and/or any Section 401/402 Permit(s) from the State prior to initiating work. The applicant must comply with all conditions of the required permit(s). All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

Source of condition: Clean Water Act (CWA)

Monitoring Required: No

If a FEMA funded project requires the use of borrow material (dirt, soil, gravel, etc.), all such material must come from an existing borrow source including:

- ¿ Existing stockpiles
- ¿ Commercially procured material
- ¿ Permitted municipal mine or quarry in active use prior to the disaster
- ¿ Material reclaimed from a currently maintained right of way

If the project requires the use of a new or project specific borrow source, in whole or in part, for the FEMA funded project, FEMA will review the source for compliance with all applicable federal environmental and historic preservation laws and executive orders prior to a sub-recipient commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding.

Source of condition: OTHER (enter specifics in comments)

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Harvey Storm Outfall Replacement - Bid Tab

Item #	Description	Unit	QTY	T Construction		C. M. Solutions		RJ&M Utilities		BRH Garver		Aranda		AR Turnkee		Environmental Allieis		Leon's Concrete		FEMA
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	PW Estimate
2817 Dow Circle																				
1	24" RCP Type III C-76	LF	20	180.00	3,600.00	123.25	2,465.00	391.00	7,820.00	125.00	2,500.00	661.00	13,220.00	2,000.00	40,000.00	700.00	14,000.00	800.00	16,000.00	
2	Remove & Dispose of Existing 24" Storm Pipe	LF	20	30.00	600.00	17.75	355.00	25.00	500.00	69.00	1,380.00	100.00	2,000.00	100.00	2,000.00	300.00	6,000.00	500.00	10,000.00	
3	8" Concrete Channel Lining	SF	22	125.00	2,750.00	193.25	4,251.50	352.00	7,744.00	418.00	9,196.00	150.00	3,300.00	305.00	6,710.00	375.00	8,250.00	500.00	11,000.00	
	SUBTOTAL				6,950.00		7,071.50		16,064.00		13,076.00		18,520.00		48,710.00		28,250.00		37,000.00	24,375.49
613 Wisdom Drive					-		-		-		-		-		-		-		-	
4	24" RCP Type III C-76	LF	10	180.00	1,800.00	123.25	1,232.50	463.00	4,630.00	125.00	1,250.00	661.00	6,610.00	2,000.00	20,000.00	700.00	7,000.00	1,000.00	10,000.00	
5	Remove & Dispose of Existing 24" Storm Pipe	LF	10	30.00	300.00	17.75	177.50	25.00	250.00	100.00	1,000.00	100.00	1,000.00	100.00	1,000.00	300.00	3,000.00	500.00	5,000.00	
6	Concrete Rip Rap	SY	50	110.00	5,500.00	190.00	9,500.00	70.00	3,500.00	249.00	12,450.00	120.00	6,000.00	125.00	6,250.00	355.00	17,750.00	300.00	15,000.00	
	SUBTOTAL				7,600.00		10,910.00		8,380.00		14,700.00		13,610.00		27,250.00		27,750.00		30,000.00	15,577.10
3710 Garrett Blvd.					-		-		-		-		-		-		-		-	
Base 1	24" RCP Type III C-76	LF	40	180.00	7,200.00	123.25	4,930.00	364.00	14,560.00	125.00	5,000.00	661.00	26,440.00	1,200.00	48,000.00	700.00	28,000.00	600.00	24,000.00	
Alt 1	24" CMP Type 1	LF	40	135.00	5,400.00	115.25	4,610.00	310.00	12,400.00	150.00	6,000.00	659.00	26,360.00	1,200.00	48,000.00	555.00	22,200.00	500.00	20,000.00	
7	Remove & Dispose of Existing 24" Storm Pipe	LF	40	30.00	1,200.00	17.75	710.00	25.00	1,000.00	69.00	2,760.00	100.00	4,000.00	100.00	4,000.00	300.00	12,000.00	400.00	16,000.00	
8	8" Concrete Channel Lining	SY	44	125.00	5,500.00	193.25	8,503.00	177.00	7,788.00	418.00	18,392.00	150.00	6,600.00	305.00	13,420.00	375.00	16,500.00	500.00	22,000.00	
9	Concrete Rip Rap	SY	50	110.00	5,500.00	190.00	9,500.00	70.00	3,500.00	249.00	12,450.00	120.00	6,000.00	125.00	6,250.00	355.00	17,750.00	300.00	15,000.00	
	SUBTOTAL - BASE				19,400.00		18,713.00		12,288.00		33,602.00		16,600.00		23,670.00		46,250.00		53,000.00	
	SUBTOTAL - ALTERNATE	X			17,600.00		23,323.00		24,688.00		39,602.00		42,960.00		71,670.00		68,450.00		73,000.00	22,206.64
East 2nd St.					-		-		-		-		-		-		-		-	
Base 2	12" RCP Type III C-76	LF	12	148.00	1,776.00	75.25	903.00	416.00	4,992.00	115.00	1,380.00	633.00	7,596.00	2,000.00	24,000.00	700.00	8,400.00	1,000.00	12,000.00	
Alt 2	12" CMP Type I Gage-16	LF	12	128.00	1,536.00	60.25	723.00	359.00	4,308.00	111.00	1,332.00	601.00	7,212.00	2,000.00	24,000.00	555.00	6,660.00	900.00	10,800.00	
10	Remove & Dispose of Existing 12" Storm Pipe	LF	12	30.00	360.00	16.50	198.00	13.00	156.00	52.00	624.00	100.00	1,200.00	100.00	1,200.00	300.00	3,600.00	500.00	6,000.00	
11	8" Concrete Channel Lining	SY	24	125.00	3,000.00	193.25	4,638.00	258.00	6,192.00	418.00	10,032.00	150.00	3,600.00	305.00	7,320.00	375.00	9,000.00	500.00	12,000.00	
12	Concrete Rip Rap	SY	50	110.00	5,500.00	190.00	9,500.00	70.00	3,500.00	249.00	12,450.00	120.00	6,000.00	125.00	6,250.00	355.00	17,750.00	300.00	15,000.00	
	SUBTOTAL - BASE				10,636.00		15,239.00		14,840.00		24,486.00		18,396.00		38,770.00		38,750.00		45,000.00	
	SUBTOTAL - ALTERNATE	X			10,396.00		15,059.00		14,156.00		24,438.00		18,012.00		38,770.00		37,010.00		43,800.00	17,208.07
602 Bayou Vista Dr.					-		-		-		-		-		-		-		-	
Base 3	36" RCP Type III C-76	LF	10	360.00	3,600.00	165.50	1,655.00	639.00	6,390.00	222.00	2,220.00	813.00	8,130.00	2,000.00	20,000.00	800.00	8,000.00	1,200.00	12,000.00	
Alt 3	36" CMP Type I Gage-16	LF	10	280.00	2,800.00	135.75	1,357.50	508.00	5,080.00	234.00	2,340.00	745.00	7,450.00	2,000.00	20,000.00	600.00	6,000.00	1,100.00	11,000.00	
13	Remove & Dispose of Existing 36" Storm Pipe	LF	10	30.00	300.00	22.85	228.50	38.00	380.00	97.00	970.00	100.00	1,000.00	100.00	1,000.00	425.00	4,250.00	500.00	5,000.00	
14	Concrete Rip Rap	SY	50	110.00	5,500.00	190.00	9,500.00	72.00	3,600.00	149.00	7,450.00	120.00	6,000.00	125.00	6,250.00	225.00	11,250.00	300.00	15,000.00	
15	Borrow	CY	20	75.00	1,500.00	65.80	1,316.00	29.00	580.00	54.00	1,080.00	100.00	2,000.00	22.00	440.00	125.00	2,500.00	400.00	8,000.00	
	SUBTOTAL - BASE				10,900.00		12,699.50		10,950.00		11,720.00		17,130.00		27,690.00		26,000.00		40,000.00	
	SUBTOTAL - ALTERNATE	X			10,100.00		12,402.00		9,640.00		11,840.00		16,450.00		27,690.00		24,000.00		39,000.00	22,910.42
1921 Eastwind Dr.					-		-		-		-		-		-		-		-	
Base 4	24" RCP Type III C-76	LF	160	180.00	28,800.00	123.25	19,720.00	296.00	47,360.00	181.00	28,960.00	661.00	105,760.00	550.00	88,000.00	740.00	118,400.00	600.00	96,000.00	
Alt 4	18" RCP Type III C-76	LF	160	145.00	23,200.00	105.50	16,880.00	265.00	42,400.00	168.00	26,880.00	645.00	103,200.00	550.00	88,000.00	600.00	96,000.00	550.00	88,000.00	
Alt 5	24" CIPP UV Cured Structural	LF	160	150.00	24,000.00	426.25	68,200.00	410.00	65,600.00	219.00	35,040.00	1,769.00	283,040.00	575.00	92,000.00	800.00	128,000.00	500.00	80,000.00	
16	Borrow	CY	15	75.00	1,125.00	65.80	987.00	29.00	435.00	54.00	810.00	100.00	1,500.00	32.00	480.00	125.00	1,875.00	500.00	7,500.00	
17	Remove & Install Standard Type C Inlet	EA	1	5,600.00	5,600.00	4,552.30	4,552.30	4,703.00	4,703.00	3,841.00	3,841.00	17,000.00	17,000.00	11,000.00	11,000.00	5,000.00	5,000.00	7,500.00	7,500.00	
18	Block Sodding	SY	278	5.00	1,390.00	12.30	3,419.40	6.00	1,668.00	18.00	5,004.00	12.00	3,336.00	6.00	1,668.00	25.00	6,950.00	27.00	7,506.00	
19	Remove & Dispose of Existing 24" Storm Pipe	LF	20	30.00	600.00	17.75	355.00	25.00	500.00	97.00	1,940.00	100.00	2,000.00	100.00	2,000.00	300.00	6,000.00	500.00	10,000.00	
	SUBTOTAL - BASE				37,515.00		29,033.70		54,666.00		40,555.00		129,596.00		103,148.00		138,225.00		128,506.00	77,828.96
	SUBTOTAL - ALTERNATE				31,915.00		26,193.70		49,706.00		38,475.00		127,036.00		103,148.00		115,825.00		120,506.00	
	SUBTOTAL - UV LINER	X			29,600.00		72,752.30		70,303.00		38,881.00		300,040.00		103,000.00		133,000.00		87,500.00	
	ERRORS ON ADDITION				-		-		-		-		-		-		-		-	
	Option #1: Base 1-4 and Items 1-19				93,001.00		98,596.70		131,748.00		143,139.00		240,292.00		317,238.00		333,225.00		357,506.00	
	Option #2: ALT 1-4 and Items 1-19				84,561.00		94,959.20		122,634.00		142,131.00		236,588.00		317,238.00		301,285.00		343,306.00	
	Option #3: ALT 1-3, ALT 5 and 1-16				77,771.00		137,952.50		138,963.00		139,506.00		394,092.00		306,570.00		315,335.00		310,300.00	
PROPOSED	ALT 1-3, BASE 4 and Items 1-19				90,161.00		97,799.20		127,594.00		144,211.00		239,148.00		317,238.00		323,685.00		351,306.00	180,106.68
					-		-		-		-		-		-		-		-	10,583.64
					-		-		-		-		-		-		-		-	190,690.32



Legislation Details (With Text)

File #: BID 20-003 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 1/8/2020 **In control:** City Council
On agenda: 1/21/2020 **Final action:**
Title: Awarding bid for mowing services for the City of Deer Park.
Sponsors:
Indexes:
Code sections:
Attachments: [Mowing Service RFP011020](#)
[Bid Tab](#)
[Proposal Evaluations](#)

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council		

Awarding bid for mowing services for the City of Deer Park.

Summary:

The City of Deer Park Parks and Recreation Department solicited request for proposals from vendors to complete mowing services on City maintained medians, entrances, and rights of ways around the City of Deer Park. The City received five (5) proposals for mowing and edging services on January 10, 2020. Proposals received were from Merriam Group LLC, HJM Construction LLC, Econocuts, Landscape Professionals of Texas and Yellowstone Landscape.

Based on the proposal for bids and scoring mechanism used to determine the best mowing services contract which are attached is Landscape Professionals of Texas. Selected by committee of staff members. This contract will include the below listed services. The contract is to begin February 1, 2020 and end on December 31, 2020. This contract has the option to renew up to 3 concurrent years.

Areas to be serviced include:

Area A

- Medians on Center Street, Right-of-ways along the side of Center Street, Three (3) medians on Pasadena Blvd. (53 times per year)
- Medians on Center, Second service - Mow and Blowing only. (31 times per year)

Area B

- Medians on Thirteenth Street, Right-of-ways along Thirteenth Street. (42 times per year)

Areas C

- Medians adjacent to Hwy 225 on the Southside. Right-of-ways along Frontage Road of Hwy 225 on Southside, Medians adjacent to Hwy 225 on the Northside, Four (4) large open area medians on Hwy 225, Overpass areas North of Hwy 225. (21 times per year).

The Parks and Recreation Department has evaluated the proposals received. The areas to be serviced are very visible areas on the main thoroughfares in the City and it is critical that the contractor possess the proper equipment, personnel, knowledge and experience to undertake this contract. The City utilized the “request for proposal” method for this solicitation. On October 1, 2019 it was recommended that the bids be rejected and the a new solicitation be authorized using the Request for Proposals (RFP) format, which allows weighted criteria to be included in the selection process and then be evaluated and scored to determine the proposal which best meet the needs of the City.

Currently, mowing services are being performed under a short-term contract. The City obtained quotes for a short-term period (October, November, December, and January) which allowed time for the new RFP to be issued, reviewed, and awarded and a contract in place for the new company(s) February of 2020.

After reviewing the five (5) proposals for mowing services from the request for proposal process; staff recommends that the mowing services be awarded to Landscape Professionals of Texas for the amount of \$117,650.00. Please see attached documents.

Fiscal/Budgetary Impact:

\$117,650.00 from 010-432-42900

Authorization to award contract for mowing services to Landscape Professionals of Texas for the amount of \$117,650.00.

Mowing Service for City of Deer Park

CITY OF DEER PARK **SOLICITATION OVERVIEW**

The City of Deer Park is soliciting proposals for:

Title: Mowing Services for the City of Deer Park
Commodity: Parks and Recreation
Due Date: January 10, 2020
Location: City Secretary Office at City Hall
710 E. San Augustine
Deer Park, Texas 77536-4258

Project Description

The City of Deer Park is seeking proposals via these specifications for the process necessary to complete the mowing and edging on the below specified medians, entrances and right of ways, and additional maintenance services in Deer Park, Texas 77536.

General Conditions

- A. Proposals received after the date and time specified on the Request for Proposal packet shall be returned unopened and will be considered void and unacceptable. The City of Deer Park is not responsible for lateness of mail carrier, etc., and time/date stamp in the office of the City Secretary shall be the official time of receipt.
- B. Proposals cannot be altered or amended after closing date. Alterations made before closing must be initialed by proposer guaranteeing authenticity. Proposals may not be withdrawn after proposal closing date except in the case of a substantial error.
- C. Proposals will be received and publicly acknowledged at the location, date and time identified in the proposal packet. Proposers, their representative and interested persons may be present. The proposals received will be publicly opened and read aloud. Proposals shall remain effective for a period of one hundred and twenty (120) days from the date and time identified in the proposal packet.
- D. By submitting a proposal, the proposer certifies that (s) he has fully read and understands the Request for Proposal packet and has full knowledge of the scope, quantity and quality of the services to be furnished and intends to adhere to the provisions described or modified herein.
- E. The proposer shall furnish any additional information as the City of Deer Park may require. The City reserves the right to make investigations of the qualifications of the proposer, as it deems appropriate.
- F. Proposers must be able to adhere to all provisions of the enclosed contract.
- G. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.
- H. Proposers are advised that all City contracts are subject to all legal requirements provided in the City Charter and/or applicable City Ordinance, State and Federal Statutes.
- I. All reports, drawings and other deliverables prepared under this Contract by the successful proposer shall be and remain the property of the City upon City's compensation of the successful proposer for its services as herein provided. Successful proposer shall not release to others information furnished by the City without prior approval of the Purchasing Manager.
- J. Any proposal that does not contain all of the information requested in the proposal packet may be considered as incomplete and may be rejected by the City of Deer Park.

Mowing Service for City of Deer Park

K. Proposals must be signed by an officer of the firm who is authorized to bind for the firm.

Timetable

Proposals are due and must be received at the City of Deer Park, 710 E San Augustine St, Deer Park, Texas 77536-4258, no later than 2:00 p.m., Central Standard Time, on January 10, 2020. Proposals are to be addressed to the attention of City Secretary, City of Deer Park.

The following tentative schedule has been established for this Request for Proposals.

Deadline for submitting questions	January 7, 2020
Proposals due	January 10, 2020
Recommendation for approval	January 21, 2020
Contract start date	February 1, 2020

Submittals:

The following instructions describe the form in which proposals must be presented. Proposal documents must be prepared simply, economically, and provide a straightforward, concise response to the requirements of the Request for Proposal packet. Completeness and clarity of content must be emphasized. The requirements stated do not preclude proposers from furnishing additional reports, functions, or other information as deemed appropriate. Three (3) originals and one (1) digital copy shall be submitted.

Public Proposal Opening:

There will be a public proposal opening in the City Council Chambers at City Hall immediately following the proposal due time/date. Interested parties are invited to attend.

Mowing Service for City of Deer Park

Written Questions:

Questions may be submitted through the Director of Parks and Recreation, Charlie Sandberg: csandberg@deerparktx.org.

Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.

Mowing Service for City of Deer Park

TABLE OF CONTENTS

Solicitation Overview.....	1-3
Table of Contents.....	4
Specifications.....	5-10
Proposal Pricing Page.....	11-13
Summary Response Page.....	14
Standard Terms and Conditions.....	15-19
Attachment A, General Instructions to Proposers.....	20-21
Attachment B, Special Instructions to Proposers	22
Attachment C, Checklist for Proposers.....	23
Attachment D, Conflict of Interest Instructions.	24
Attachment E, Conflict of Interest Statement	26
Attachment F, Insurance Affidavit	27
Attachment G, Indemnification by Contractor	28
Attachment H, Contractor’s Certification of Workers’ Compensation	29
Attachment I, No Bonding Requirements.....	30
Attachment J, Instructions for Standard Contract.....	31-32
Attachment K, Standard Contract and Acknowledgement	33
Attachment L, Standard Contract for Services	34-35
Attachment M, Partnership Acknowledgement.....	36
Attachment N, Sample Mowing Services Map	37-47
Attachment O, Operational Plan Form.....	48

Mowing Service for City of Deer Park

SPECIFICATIONS

SECTION I: Proposal Intent

Premises

The City of Deer Park is seeking proposals for the process necessary to complete the mowing and edging on the below specified medians, entrances and right of ways, and additional maintenance services in Deer Park, Texas 77536.

Contract Length

The first year of the contract will begin February 1, 2020 through December 31, 2020. After the first year, the contract will run from January 1, 2021 thru December 31, 2021. The City of Deer Park will then have the option to renew the contract with the current vendor for an additional year of service. This option may be exercised for up to three (3) concurrent years. This option will be reviewed on October 1 of each year. After the second year of the contract, price adjustments may be made, however adjustments will not exceed the Houston Area Consumer Price Index for those services. The City of Deer Park reserves the right to not exercise this option after the initial year contract is completed. If at any time during the contract term the vendor does not meet the requirements specified herein, the City shall have the right to cancel the contract with 60-days written notice. The vendor may also give a 60-day notice to terminate the contract.

Schedules

The proposed minimum required mowing schedule is included on pages 8-10 in this packet; however, additional work may need to be completed as required.

General Standards

Park Operations Supervisor or designee will monitor the quality of work provided by the contractor's staff and will immediately report to the successful contractor if the standards are not met. The successful contractor will then have one business day to take corrective action in a manner deemed satisfactory to the Park Operations Supervisor.

Contractor is responsible for appointing or selecting a designated representative to serve as spokesperson or point of contact on behalf of the contractor. The contractor agrees to notify the Park Operations Supervisor of any changes associated with the designated representative (i.e. contact information, representative change, etc.) in a timely manner not to exceed five (5) business days.

Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the contractor and has met the requirements as established in these specifications.

Mowing Service for City of Deer Park

Proposal Organization and Format

Proposal should be submitted on 8.5 by 11-inch paper securely bound. Submissions must contain all applicable items requested, and be organized as shown below. Each section should be separated by tabs and labeled.

- Cover clearly displaying the title of the RFP
- Table of Contents
- Introductory letter, to include name and contact information for the primary City contact with the firm
- A proposed Operations Plan detailing the tasks to be completed as listed under Scope of Services
- A description of previous work similar to the request including a list of comparable clients where similar services have been provided within the last five years, with dates services were provided and contact information.
- Reference Data Sheets (minimum 3)
- Proof of Insurability
- Conflict of Interest Questionnaire
- **Submissions should be limited to a maximum of twenty (20) pages, front and back, excluding tabs.**

SECTION II: REQUEST FOR PROPOSALS SELECTION AND AWARD PROCESS

1. Request for Proposals Scoring and Selection

The purpose of the request for proposals is to demonstrate the company's qualifications, competence, capability and capacity to meet the City's requirements. An evaluation committee will review the request for proposals submitted and rank each based on the evaluation criteria specified below. The City may require additional information after the review of the initial information received. Interviews may be conducted individually with firms who submit responsive request for qualifications and who are determined reasonably qualified for award of the contract. The City of Deer Park reserves the right to reject any proposals and does not guarantee a contract will be awarded. All costs associated with the preparation of the request for qualifications, site visits, presentations, and any other costs are the responsibility of the submitting firms. Responding to this RFP constitutes understanding and agreement to methods of evaluation and selection.

2. Evaluation Criteria

Evaluation of the request for proposals received may consider but shall not be limited to the following review criteria:

- | | |
|---|------------|
| ▪ General Quality and Adequacy of Response | 20% |
| ○ Completeness and thoroughness, responsiveness to terms and conditions | |
| ○ Understanding of the contract scope | |
| ▪ Operations Plan | 40% |
| ▪ Pricing Proposal | 30% |
| ▪ References | 10% |

3. Right to Reject Request for Qualifications and Contract Terms

Mowing Service for City of Deer Park

The City of Deer Park reserves the right to reject any request for qualifications. If contract negotiations cannot be concluded successfully with the highest scoring firm, City of Deer Park may negotiate a contract with the next highest scoring firm and so on until an agreement is reached.

4. Funding Out

The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget is approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeure shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

SECTION III: SCOPE OF WORK

Staff and Employees of the Contractor

Contractor shall provide supervision of all work crews at all times while performing work under this agreement. Personal supervision is not required if equipment or other means are provided that enable the work crew to communicate with the contractor at all times.

The contractor's job supervisor and additional personnel as deemed necessary must be fluent in the English language. There is to be, at a minimum, one (1) person on each shift on site, who can speak, read and write English.

Contractor shall be solely responsible for any injuries to contractor's personnel while servicing the medians, entrances and right of ways under this contract.

Contractor is responsible for appointing or selecting a designated representative to serve as spokesperson or point of contact on behalf of the contractor. The contractor agrees to notify the Park Operations Supervisor of any changes associated with the designated representative (i.e. Contact information, representative change, etc.) in a timely manner not to exceed five (5) business days.

Uniforms

Contractor will provide uniforms for staff that project a professional image including appropriate footwear. Uniforms shall be neat in appearance, no holes, stains, etc. In addition, Contractor shall provide their employees with all necessary safety equipment (i.e. safety vest, glasses, earplugs, etc.) and insure that they are practicing safe work environment habits.

Equipment

Contractor warrants that all such equipment for servicing medians, entrances and right of ways are adequate for the work. Mowing equipment shall be equipped with sharp blades so it does not tear, but cleanly cut the blades of grass. Additionally, the contractor shall maintain or have immediate access to adequate backup equipment in order to sustain continuous operations in the event of equipment failure. The use of insufficient and / or inadequate machinery or equipment as determined by the Park Operations Supervisor deemed a breach of the contract.

Contractor shall be responsible for all damages to his equipment during the course of this agreement. The City reserves the right to condemn contractor's equipment, if said equipment judged unsafe for use, posing

Mowing Service for City of Deer Park

a health and/or safety matter, or is otherwise working improperly.

Any damage incurred to City of Deer Park's property by the contractor's staff will be repaired by the Contractor. All costs associated with repair will be the Contractor's responsibility.

Work Schedule

This contract requires, as a minimum, the following work schedule:

The Contractor will be held to mowing and edging on Wednesday mornings for Area "A" & Area "B" only during single mow weeks. It is recommended that the mowing day for Option C begin on either a Monday or Tuesday. Rain out days will be followed by the next available day on all areas.

The following schedule will be observed:

- Area "A" - Weekly March-May, Twice Weekly June-August, Bi-Weekly September-Feb
- Area "B" - Weekly March – September (Bi-Weekly October-February)
- Area "C" - Bi –Weekly March – September (Monthly October-February)

Designated Mowing and Service Areas

Area "A"

- Medians on Center Street
- Right-of-ways along the side of Center Street
- Three (3) medians on Pasadena Blvd.
- Left hand turn lane curbs on Center Street
- Storm water drain inlets on Center Street
- Ditches along Valeda and Stephanie
- Palm Terrace Esplanades

Area "B"

- Medians on 13th Street
- Right-of-ways along 13th Street
- Left hand turn lane curbs on 13th Street
- Storm water drain inlets on 13th Street
- Right-of-ways along the side of X-Street

Area "C"

- Medians adjacent to Hwy 225 on the Southside.
- Right-of-ways along Frontage Road of Hwy 225 on South Side.
- Medians adjacent to Hwy 225 on the Northside.
- Four (4) large open area medians on Hwy 225.
- Overpass areas North of Hwy 225

Mowing Duties and Requirements

Mowing Service for City of Deer Park

Mowing - The grass within Area "A" and Area "B" shall be maintained / mowed to an approximate height of one and one-half (1 ½) to two (2) inches weekly during the specified mowing schedule. A mowed area shall be free of clumped grass and deep tire tracks or ruts from mowing equipment. Turf will be cut in a professional manner being no scalp turf or leaving the area with clippings on any paved surfaces such as streets, parking lots, sidewalks, driveways and/or on an adjacent property. Do not blow grass clippings into mulched areas such as flowerbeds and tree rings. Contractor is responsible for making sure that all grass clippings are either blown back into the median or manually raked up and removed from the aforementioned paved areas.

The grass within Area "C" shall be maintained / mowed to an approximate height of three (3) to four (4) inches during the specified mowing schedule. A mowed area shall be free of tire tracks or ruts from mowing equipment. Contractor is responsible for making sure that all grass clippings are either blown back into the median or manually raked up and removed from paved areas.

Weed eating and Edging – For Area "A" and Area "B" and Area "C" all curbs, trees, shrubs, rock beds or signs in medians, entrances and right of ways must be mechanically edged to a one inch depth and one-fourth inch width where they exist using a metal blade exposing the concrete surface of curb areas. The initial edging shall be completed by the end of the first maintenance cycle and all edges must be maintained through the duration of the contract. Edging may be accomplished with a string line trimmer after the first initial mechanically edge cut. Edging shall be completed at the same time as the mowing so removal of debris from both operations can be removed at one time.

For all areas, all curbs, trees, shrubs, rock beds or signs in medians, entrances and right of ways will be mechanically trimmed with a string trimmer. Trees shall be trimmed around and up to the base. If a mulch ring is present around the tree, trimming must be completed up to the ring and inside the mulch so the area is free of weeds.

Contractor is responsible for making sure that all grass clippings are either blown back into the median or manually raked up and removed from the aforementioned paved areas. Grass clippings are not to be blown in to any storm water inlets.

Chemical Application – Contractors may use chemical applications for weed control in their management for Area "A" and parts of Area "B" and "C", including but not limited to, curbs, rock beds, drain inlets, left hand turn lanes, expansion joints, and around signs in medians, entrances and right of ways; with prior written approval from the Parks and Recreation Department. If proposing to use chemical applications for weed control, a current Pesticide Applicator License issued by the Texas Department of Agriculture will be required and the City will need copy(ies) for our records. Prior to first application, the Contractor will meet with the Park Operations Supervisor to review all areas requiring chemical application. The use of chemical control must be utilized with care so as not to damage turf areas. The areas of chemical control must not exceed areas larger than six (6) inches around any sign posts, monument signs, curbs, and inlets. At no time is the contractor allowed to spray trees rings or beautification beds. The use of identification dye is not permitted unless prior permission is obtained. It is the contractor's responsibility to abide by all guidelines associated with their approved license.

Litter Removal – For all areas, contractor will pick up all litter and debris throughout the medians, entrances and right of ways prior to mowing or performing any work. Contractor shall remove all litter and place in contractor's receptacle. Removal and disposal of litter and debris shall be the sole responsibility of the

Mowing Service for City of Deer Park

contractor. For Area "A", contractor will pick up all litter and debris four (4) inches or larger throughout the entrances and right of ways prior to mowing or performing any work. Removal and disposal of litter and debris shall be the sole responsibility of the contractor. Contractor also agrees that they shall be responsible for any and/or all landfill fees, if any, associated with the disposal of the litter and debris. Any litter, cut or broken during maintenance operations, shall be completely removed from the medians, entrances and right of ways immediately and prior to proceeding with the mowing.

Mowing Service for City of Deer Park

Section V: Pricing Proposal

Inclusive Pricing

Proposer pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the proposal price. Proposer has the option of proposer on all or selected areas and alternates.

I, _____, (Company) have reviewed the proposal specifications and proposed contract with the City of Deer Park.

I herein agree to attached proposal by the terms of the Proposal Specifications and herein submit the attached proposal. SIGNED on this the _____ day of __, 2019.

Area "A"	Each		Total
Medians on Center Street	_____	x 38	_____
Right-of-ways along the side of Center Street			
Three (3) medians on Pasadena Blvd.			
Left hand turn lane curbs on Center Street			
Storm water drain inlets on Center Street			
Ditches along Valeda and Stephanie			
Palm Terrace Esplanades			

Second Mow and Blow only for Center St. Esplanades only	_____	x 13	_____
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Area "B"	Each		Total
Medians on 13th Street	_____	x 41	_____
Right-of-ways along 13th Street			
Left hand turn lane curbs on 13th Street			
Storm water drain inlets on 13th Street			
Right-of-ways along X Street			

Area "C"	Each		Total
Medians adjacent to Hwy 225 on the Southside.	_____	x 20	_____
Right-of-ways along Frontage Road of Hwy 225 on South Side.			

Mowing Service for City of Deer Park

Medians adjacent to Hwy 225 on the Northside.

Four (4) large open area medians on Hwy 225.

Overpass areas North of Hwy 225

GRAND ANNUAL TOTAL

(Sum of Area "A" + "B" + "C" = Totals)

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Mowing Service for City of Deer Park

It is understood and agreed that the above described, item, material and / or equipment, or service shall carry the standard warranty of the manufacturer or provider and be delivered on site in accordance with the attached specifications.

The undersigned certifies that the proposal price contained in the foregoing proposal has been carefully checked and is submitted in duplicate.

Business Mailing Address

Authorized Representative's Signature Name

City, State, and Zip Code

Authorized Representatives' Printed Name

Telephone

Date

Mowing Service for City of Deer Park

SUMMARY RESPONSE PAGE

Mowing Service for the City of Deer Park Municipal Buildings

COMPLETE LEGAL NAME of firm submitting proposal:

Mailing Address: _____

City, State, & Zip: _____

Phone: _____ E-mail Contact: _____

GRAND ANNUAL TOTAL of proposal from Proposed Pricing \$ _____

Are you offering a discount? ☐ Yes ☐ No if so, please indicate discount _____

Authorized Signature _____ Date _____

Signature indicates proposer accepts the specifications, terms and conditions of this solicitation and that proposer is neither delinquent on any payment due the City nor involved in any lawsuit against the City.

Print Name _____ Title _____

Are you proposing as a

_____ Corporation

_____ Non-Profit Corporation

_____ Limited Liability Company

_____ Partnership

_____ Individual or Sole Proprietor

M/WBE: If you are a minority-owned or woman-owned business, please check which type and list any certification number _____ Black _____ Hispanic _____ Asia-India _____ Asia-Pacific _____ Native American _____ Woman-Owned Certification # _____

REFERENCES:

This solicitation requires references. Please attach to this page a list of five (5) references either currently doing business with you or having purchased goods or services within the past 24 months. For each reference list name, contact person, address, telephone, and e-mail address, years doing business with reference and any other pertinent information to help the City of Deer Park verify the quality of goods or services your firm provides.

Mowing Service for City of Deer Park

STANDARD TERMS AND CONDITIONS

1. Application

These standard terms and conditions shall apply to all City of Deer Park (hereafter “City”) solicitations and procurements, unless specifically accepted in the solicitation specifications.

2. Requirements

By submitting a proposal, the respondent agrees to provide the City with the specified goods or services described in the solicitation in accordance with these standard terms and conditions at the agreed upon proposal price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the proposal opening.

3. Legal Compliance

Proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services. Proposer must maintain any required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

4. Estimated Quantities

If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the City’s best estimate based on history and anticipated purchases.

5. Modifications and Addendums

The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential proposers but failure to notify shall impose no liability or obligation on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Proposers are responsible for incorporating any modifications and addendums into their proposal responses.

6. Interpretation of Solicitation Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting a proposal, of any portion of the proposal documents that appears to be ambiguous, unclear, inconsistent or otherwise in error. Clarifications will be in writing.

7. Late Proposal

Proposals must be received in the City’s Secretary’s Office by the time specified in the solicitation. The City will not accept late proposals and is not responsible for the lateness or non-delivery of proposals by the Postal Service or any private delivery firm. The time/date stamp in the City Secretary’s Office shall be the official time of receipt.

8. Conditional Proposals

Mowing Service for City of Deer Park

The City will not accept conditional proposals, which qualify the proposal's response in any way.

9. Minor Irregularities

The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Proposals.

10. Responsiveness of Proposals

The City wants to receive competitive proposals but will declare "non-responsive" proposals that fail to meet significant requirements outlined in the solicitation documents.

11. Discrepancies and Errors

In the case of a discrepancy between the unit price and the extended total for a proposal item, the unit price will prevail. The unit prices of proposals that have been opened may not be changed for the purpose of correcting an error in the proposal price.

12. Identical Proposals

In the event two or more identical proposals are received and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 271.901.

13. Withdrawal of Proposals

Proposers may withdraw any submitted proposals prior to the proposal submission deadline. Proposers may not withdraw once the proposal has been publicly opened without the approval of the City's purchasing manager. Proposer will be allowed to withdraw proposals that contain substantial mathematical errors in extension.

14. Disqualification of Proposal

The City may disqualify proposers, and their proposals not be considered, for any of the following reasons: collusion among proposals; proposal's default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price proposal; proposer's lack of financial stability; any factor concerning the proposer's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; proposer's involved in a current or pending lawsuit with City; proposer's attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents.

15. Cost of Proposal

The cost of submitting proposal shall be borne by the proposer, and the City will not be liable for any costs incurred by a proposer responding to this solicitation.

16. Inclusive Pricing

Proposal pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the proposal price unless requested by the City on the proposal response sheet.

17. Firm Prices

Mowing Service for City of Deer Park

Unless otherwise stated in the specifications, proposer's prices remain firm for 120 days from date of proposal opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of proposal opening, the vendor and the City may mutually agree to extend the firm price period.

20. Delivery and Acceptance

The City will receive only those goods as authorized by City purchase order. Proposer warrants that all deliveries relating to this solicitation be of the type and quality specified by the City. The City may refuse or reject any delivery failing to meet specifications and shall not be held to have accepted any delivery until after it has made an inspection of same. The City is the final judge as to acceptability of goods under this solicitation.

21. Failure to Deliver

If a proposer is unable to deliver the quantity or quality of specified goods, or is unable to deliver goods within a time period when included in the specifications, the City shall be authorized to purchase from any other available source, consistent with State of Texas procurement statutes, at the expense of the Proposer.

22. MSDS

Proposers must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

23. Taxpayer Identification

Proposers must provide the City with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the proposer.

24. Taxes

The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a proposer's invoice, they will not be paid. Additionally, Proposers cannot use the City's tax exemption status to purchase goods or services related to this solicitation.

25. Payment

Payment will be made after receipt of all invoiced services. Proposer will be paid within thirty days of date invoice is received or date services are performed, whichever is later. Additional discount may be taken by the City based on the Summary Response Page. The discount date begins with the date the invoice is received or the date all items covered by the invoice is received, whichever is later. Proposer is entitled to interest, at a rate stipulated by state law, if payment is not made within thirty days.

26. Outstanding Liabilities

Proposers shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, license or permit fees, and water bills. Proposals will be considered non-responsible and not given further consideration if submitted by a proposer with such outstanding liabilities.

27. Offset

Mowing Service for City of Deer Park

The City may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

28. Independent Contractors

It is expressly agreed and understood by both parties that the City is contracting with the successful proposer as an independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful proposer, and the successful proposer has no authority to bind the City.

30. Warranties

Proposer warrants that any and all goods delivered are newly manufactured, free from defects in materials and workmanship and conform in every respect to the City's specifications. Goods are warranted for one year from date of acceptance by the City, following delivery and inspection. If at any time during the twelve months following acceptance of the goods, said goods fail to perform their intended purpose or are discovered to be defective on nonconforming to the City's specifications, the proposer will replace the goods at no cost to the City, including any delivery or installation costs. This warranty shall be unconditional. If a manufacturer of goods or of component parts of goods provides a warranty longer than the period provided for herein, the provisions of this warranty shall not be construed to diminish or conflict with the manufacturer's warranty.

31. Governing Law

All proposals submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Deer Park and the laws and court decisions of the City of Deer Park, Harris County, and the State of Texas

32. Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

33. Assignment

Proposer shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the City's purchasing manager. Assignment of this contract, if approved by the City, shall not relieve the proposer's obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.

34. Termination

If an awarded proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, (s)he shall be in default and notice of default shall be given to the proposed by the City's purchasing manager. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the City may terminate or cancel the contract. The City may also cancel a contract for convenience and without cause with thirty days' notice. In any cancellation of contract, the City will pay the proposer for all goods received and accepted and for all services provided and accepted up to and including the date of termination.

Mowing Service for City of Deer Park

35. Indemnification

Proposer shall defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by proposer's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the proposer, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the proposer and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

36. Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Harris County, Texas and if legal action is necessary to enforce same, exclusive venue shall be within Harris County, Texas.

37. Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

39. Open Records

Proposal pricing is not considered confidential and is open to public inspection. Trade secrets and other material considered confidential by the proposer should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as a trade secret or confidential in a proposal, the City will forward the appropriate documents to the Attorney General of Texas who will contact the proposer to request sufficient written reasons as to why the information should be protected from disclosure. Upon review of the proposer's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly.

Mowing Service for City of Deer Park

GENERAL INSTRUCTIONS TO PROPOSERS Attachment A

1. Securing Specifications

Free specifications may be downloaded from the Purchasing page of the City's Web site, www.deerparktx.gov. The City of Deer Park does not charge for specifications. If a third-party offers specifications or proposal information for a fee, they do not represent the City.

2. Submission of Proposals/Late Proposals

Proposal pricing must be in US dollars and cents, unless a "percentage off" is requested. Proposers are to provide enough information with their proposal to constitute a definite, firm, unqualified and unconditional offer. Proposals are to be submitted in a sealed envelope or package and labeled with the proposer's name and the solicitation name & number. All proposals must be submitted to the City of Deer Park Purchasing Division no later than the date and time indicated in the solicitation. All times listed are local times. It is the proposer's responsibility to ensure that proposals are delivered/received by the specified time. Late proposals will not be accepted and will be returned unopened.

3. Legal Name of Proposer

In completing the Summary Response Page, the proposer must list the legal name of the proposer's company. This is the name that will be on all contracts, awards, and purchase orders. The Summary Response Page also requires a statement as to the legal status of the proposer (corporation, partnership, sole proprietorship, etc.). The Summary Response Page should be the first document in the proposer's response.

4. Signature

The signature on the Summary Response Page must be in ink and from an individual with the authority to commit the company to the prices proposal and terms stated.

5. Altered Proposals

Any alterations, erasures or strikethroughs made by the proposer prior to submission of the proposals must be initialed by the proposer to guarantee authenticity.

6. Payment Terms, Discount & Type of Payment

Proposer may express the method(s) in which he or she wishes to receive payment. If invoice states a payment term discount offer, the City will take advantage of this discount and payment will be made accordingly.

7. References

References are requested. The Summary Response, Page 20, will indicate how many references and what other conditions may apply to the references. Proposer will attach a separate page with the requested references.

Mowing Service for City of Deer Park

8. Conflict of Interest

Proposers should review the instructions on conflict of interest (Attachment E). Proposers are to complete and submit the Conflict of Interest form (Attachment E), when a conflict of interest exists.

9. Addendums

It is the proposer's responsibility to alter his proposal response based on information updated in one or more addendums to the solicitation. Addendums will be posted on the Purchasing solicitation page of the City's Web site at least four days before the proposal due date. Efforts will be made to ensure that proposers receive notice of addendums, but the ultimate responsibility rests with the proposer.

10. Exceptions

If a proposer takes exception to any part of the specifications or solicitation documents, such exception must be requested in writing, to the Purchasing agent/manager listed in the solicitation, at least six business days before the proposal due date or within 24 hours of a pre-proposal meeting, whichever is earlier. Approved exceptions will be included in an addendum.

11. Checklist

A proposer's checklist (Attachment C) is included with the solicitation package. The checklist is an aid to the proposer in knowing which documents to submit.

Mowing Service for City of Deer Park

SPECIAL INSTRUCTIONS TO PROPOSERS **Attachment B**

1. Proposing Process/Contact Information

The City of Deer Park is aware of the time and effort proposers spend in preparing and submitting proposals. We will work with you to make the process as easy as possible. If you have questions or concerns about the proposing process, please contact:

Jazmin Hernandez, Administrative
Coordinator
jhernandez@deerparktx.org
(281) 478-2051

2. Method of Award

Based on the criteria identified above the City of Deer Park reserves the right, at its sole discretion, to accept the proposal which it considers most favorable to the City's interest.

The City of Deer Park reserves the right to require formal presentations by any or all proposers regarding their proposal. Any costs associated with a presentation shall be the responsibility of the proposer.

The City of Deer Park reserves the right to accept or reject any qualified proposals, to reject any and all proposals and to waive minor informalities.

3. Public Proposal Opening

A public proposal opening will be held at City Hall, 710 East San Augustine, Deer Park, TX 77536 in the City Council Chambers.

4. Insurance Requirements

This solicitation has insurance requirements. Please review the requirements with your insurance agent and submit insurance affidavit (Attachment F) with your proposal.

5. Required Contract

This solicitation requires a signed contract prior to award.

Mowing Service for City of Deer Park

CHECKLIST FOR PROPOSALS Attachment C

Documents to be submitted in response to this request for proposal (REQUEST FOR PROPOSAL)

- _____ **PROPOSAL PRICING PAGE:** All lines completed
- _____ **PROPOSAL RESPONSE:** Completed Summary Response Page
- _____ **DUE DATE** (Proposal must be received & stamped in City Secretary's Office no later than 2:00 PM on January 10, 2020)

Proposals failing to comply with the above will be deemed non-responsive.

These items are to be submitted with your response; however, if a document is inadvertently omitted, it must be received before award recommendation.

- _____ **THREE (3) ADDITIONAL HARD COPY AND ONE (1) PDF DIGITAL COPY OF PROPOSAL**
- _____ **CONFLICT OF INTEREST STATEMENT** (If applicable) (Attachment E)
- _____ **COVER PAGE** (As requested on the Summary Response Page)
- _____ **TABLE OF CONTENTS** (As requested on the Summary Response Page)
- _____ **INTRODUCTORY LETTER** (As requested on the Summary Response Page)
- _____ **DETAILED WORK HISTORY** (As requested on the Summary Response Page)
- _____ **REFERENCES** (As requested on the Summary Response Page)
- _____ **INSURANCE AFFIDAVIT** (Attachment F)
- _____ **INDEMNIFICATION BY CONTRACTOR** (Attachment G)
- _____ **CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION** (Attachment H)
- _____ **STANDARD CONTRACT AND ACKNOWLEDGMENT** (Attachment J or K)
- _____ **STANDARD CONTRACT FOR SERVICES** (Attachment L)

Mowing Service for City of Deer Park

_____ **PARTNERSHIP ACKNOWLEDGMENT** (If applicable) (Attachment M)

_____ **OPPERATIONAL PLAN** (Attachment-O)

Mowing Service for City of Deer Park

INSTRUCTIONS FOR CONFLICT OF INTEREST QUESTIONNAIRE Attachment D

1. If you have a conflict of interest in doing business with the City of Deer Park, use Attachment E, Conflict of Interest questionnaire, conflicts of interest are addressed in Texas Local Government Code, Chapter 176.
2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.
3. If you complete Attachment E, Conflict of Interest questionnaire:
 - Put the name of proposer and name of company in block #1.
 - If any person employed by proposer or proposer's company has any known business conflicts, other than previous contracts awarded through a competitive proposing process, or has an existing relationship with any employee of the City of Deer Park, list that information in blocks #3, #4 and/or #5 as appropriate.
 - Sign in block #6.
4. Listings of City elected officials and local government officers may be found on the City's Web site:
www.deerparktx.gov.
5. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.

Mowing Service for City of Deer Park

Attachment E

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLY

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Date Received

1

Name of person doing business with local governmental entity.

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Mowing Service for City of Deer Park

AFFIDAVIT FOR INSURANCE REQUIREMENTS Attachment F

To Be Completed By Insurance Agent/Broker and Proposer

Section 1 I, the undersigned Agent/Broker, reviewed the insurance requirements. If the Proposer listed below is awarded a contract by the City of Deer Park for this Request for Proposal, I will furnish the City, within fifteen calendar days of notification of award, an insurance certificate and Declaration Page with Endorsements to show that all insurance requirements have been met, including naming the City of Deer Park as additional insured.

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/ZIP: _____

Telephone No: () _____ E-mail Address: _____

Proposer's Name/Company: _____

Name of Request for Proposal: _____

Insurance Agent/Broker Signature: _____ Date: _____

Section 2 If the above fifteen day requirement is not met, the City of Deer Park has the right to reject this proposal and award the contract to the next lowest Proposer meeting specifications or to the next most favorable proposal. Questions concerning these requirements, and requests for exceptions, must be submitted by date included in Proposers' Instructions.

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements and policy endorsement within fifteen calendar days of notification of award. I further agree to the indemnification statement listed in the insurance requirements.

Signature: _____ Date: _____

Mowing Service for City of Deer Park

INDEMNIFICATION BY CONTRACTOR Attachment G

The contractor agrees to defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The liability that is assumed by Contractor under the terms of this paragraph shall not exceed the sum of the required amount of liability coverage to be carried by the Contractor under this contract.

CONTRACTOR (Company Name) _____

SIGNATURE _____

PRINTED NAME _____

PRINTED TITLE _____

Mowing Service for City of Deer Park

CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION Attachment H

I, _____, an authorized
(Name)
representative of _____, do certify that the
(Insurance Agency)

Workers' compensation policy, of the insured _____,
(Contractor)

On the "Standard Certificate of Insurance Form for the City of Deer Park" meets all current
Texas state laws and requirements.

By: _____ Address: _____

Title: _____ Date: _____

On this ____ day of _____, _____, personally appeared _____,
an authorized representative of _____
(Insurance Agency)

Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that he/she executed the same for the purpose of certifying that the Insured is covered by worker's
compensation in accordance with current Texas state laws.

My commission expires: _____

Notary Public In and For the State of Texas

Mowing Service for City of Deer Park

Attachment I

NO BONDING

REQUIREMENTS

FOR THIS Request for Proposal

Mowing Service for City of Deer Park

STANDARD CONTRACT AND ACKNOWLEDGMENT Attachment J

STATE OF TEXAS

COUNTY OF HARRIS § KNOW ALL PERSONS BY THESE PRESENTS:

CITY OF DEER PARK

I.

Conditioned upon Proposer being awarded by the Deer Park City Council, or award being made administratively, the solicited items set out in this Request for Proposal and upon order of the City of Deer Park, Texas, a municipal corporation located in Harris County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Proposer does hereby agree to furnish and/or deliver to City in accordance with the terms of Proposer's submitted Proposal and the Specifications in above referenced Request for Proposal, the services listed as awarded to Proposer in the Deer Park City Council resolution awarding such services, or listed in the Administrative Award. Execution of said Resolution or Administrative Award shall evidence City's acceptance of this contract.

II.

City agrees to pay Proposer for services at the unit price listed upon the Proposal Page and Specifications or at the negotiated rate determined by the Proposer's proposal and any subsequent modifications agreed to by both Proposer and the City, with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within the solicitation documents, this contract and its attachments. Any purchase of services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution awarding proposal to Proposer may require additional authorization.

III.

It is understood that the following documents, to wit: the Notice to Proposers, the Standard Terms and Conditions, the General Instructions to Proposers, the Special Instructions to Proposers, the Specifications, the Proposal Page or Proposal, and the Summary Response Page are hereby made a part and parcel of this contract and incorporated herein for all purposes.

IV.

The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Proposer, or after reasonable verification as to the requirements specified, whichever is later.

V.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Harris County, Texas. This contract is made and is to be performed in Harris County, Texas.

VI.

If Proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Proposer by the Purchasing Agent of the City. In the event that Proposer continues in default for a period of seven (7) days after receipt of the above-mentioned notice

Mowing Service for City of Deer Park

of default, City may terminate or cancel this contract or at its option may purchase similar services on the open market and recover from Proposer any difference in price thereof.

SIGNED this the _____ day of _____, A.D. 2020.

Signature _____

Name _____

Title _____

Company Name _____

Mowing Service for City of Deer Park

STANDARD CONTRACT AND ACKNOWLEDGMENT CORPORATE ACKNOWLEDGMENT Attachment K

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

(Print Name)

(Print Title)

of the corporation known as _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 2020.

Notary Public In and For
_____ County, _____
My Commission expires:

Mowing Service for City of Deer Park

STANDARD CONTRACT FOR SERVICES

Attachment L

STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this _____ day of _____ A.D. 2020, by and between **The City of Deer Park**, of the County of Harris and the State of Texas, acting through It's Mayor, **Jerry Mouton**, thereunto duly authorized so to

do, Party of the First Part, hereinafter termed **OWNER**, and _____ of
Name of Contractor

_____, County of _____

Contractor's City

Name of County

and State of Texas, Party of the Second Part, hereinafter termed **CONTRACTOR**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the services of certain services described as follows:

Mowing Service for City of Deer Park

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, and supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said services, in accordance with the conditions and prices stated in the Proposal attached hereto, printed or written explanatory matter thereof, and the Specifications and addenda thereof, as prepared by the City of Deer Park, herein entitled the CITY, each of which has been identified by the CONTRACTOR and the CITY, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within thirty (30) days after the date written notice to do so shall have been given to him, and to substantially complete the same within _____ working days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Contract.

Mowing Service for City of Deer Park

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

The City of Deer Park

Party of the First Part

(OWNER)

By: _____

Mayor Jerry Mouton Jr.

Attest By: _____

(SEAL)

Party of the Second Part

(CONTRACTOR)

By: _____

Title: _____

Attest By: _____

(SEAL)

Mowing Service for City of Deer Park

PARTNERSHIP ACKNOWLEDGEMENT

Attachment M

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

(Print Name)

(Print Title)

of _____ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 2020.

Notary Public In and For

_____ County, _____

My Commission expires:

SINGLE ACKNOWLEDGMENT

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 2020

Notary Public In and For

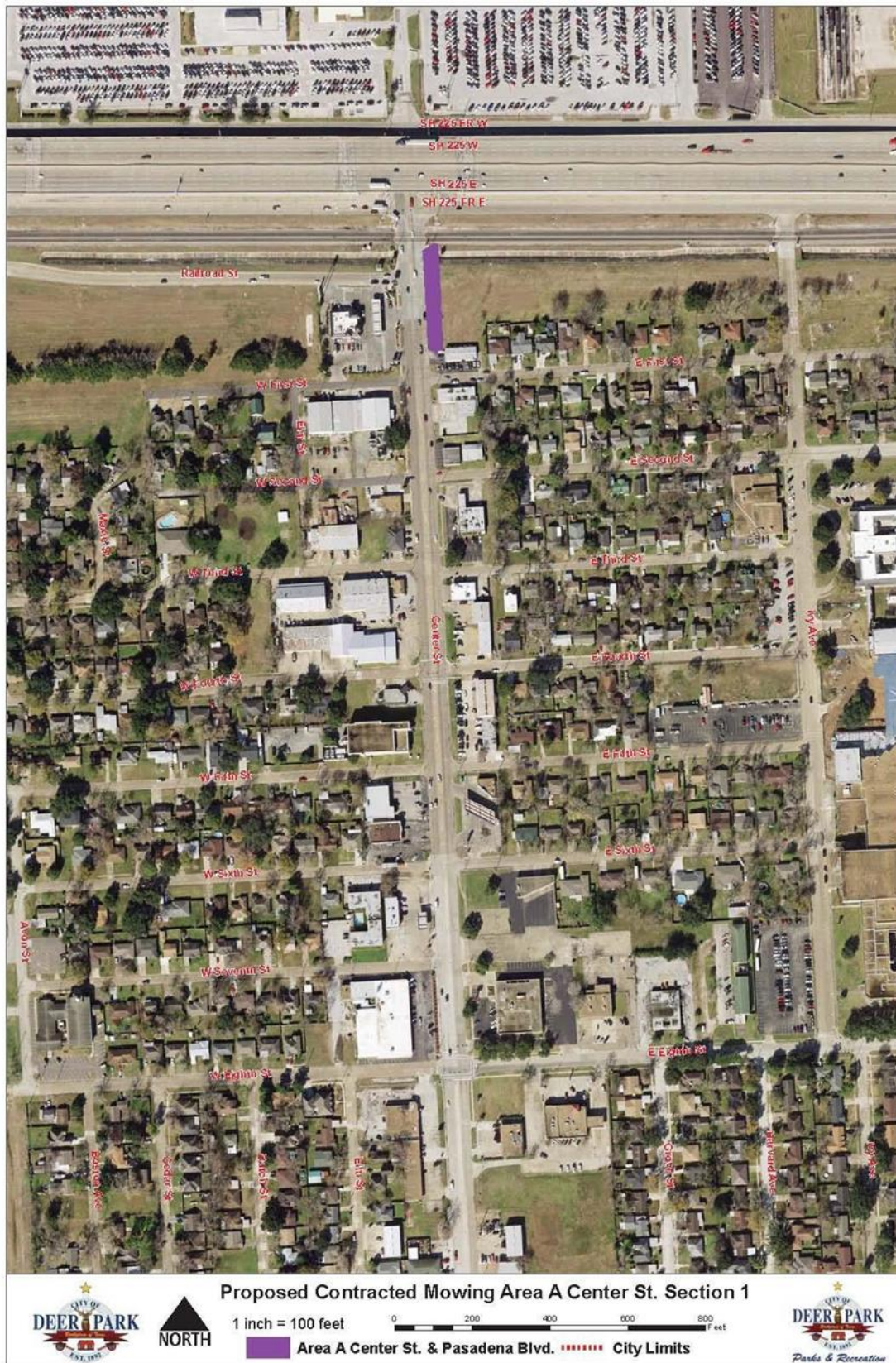
_____ County, _____

My Commission expires:

Mowing Service for City of Deer Park

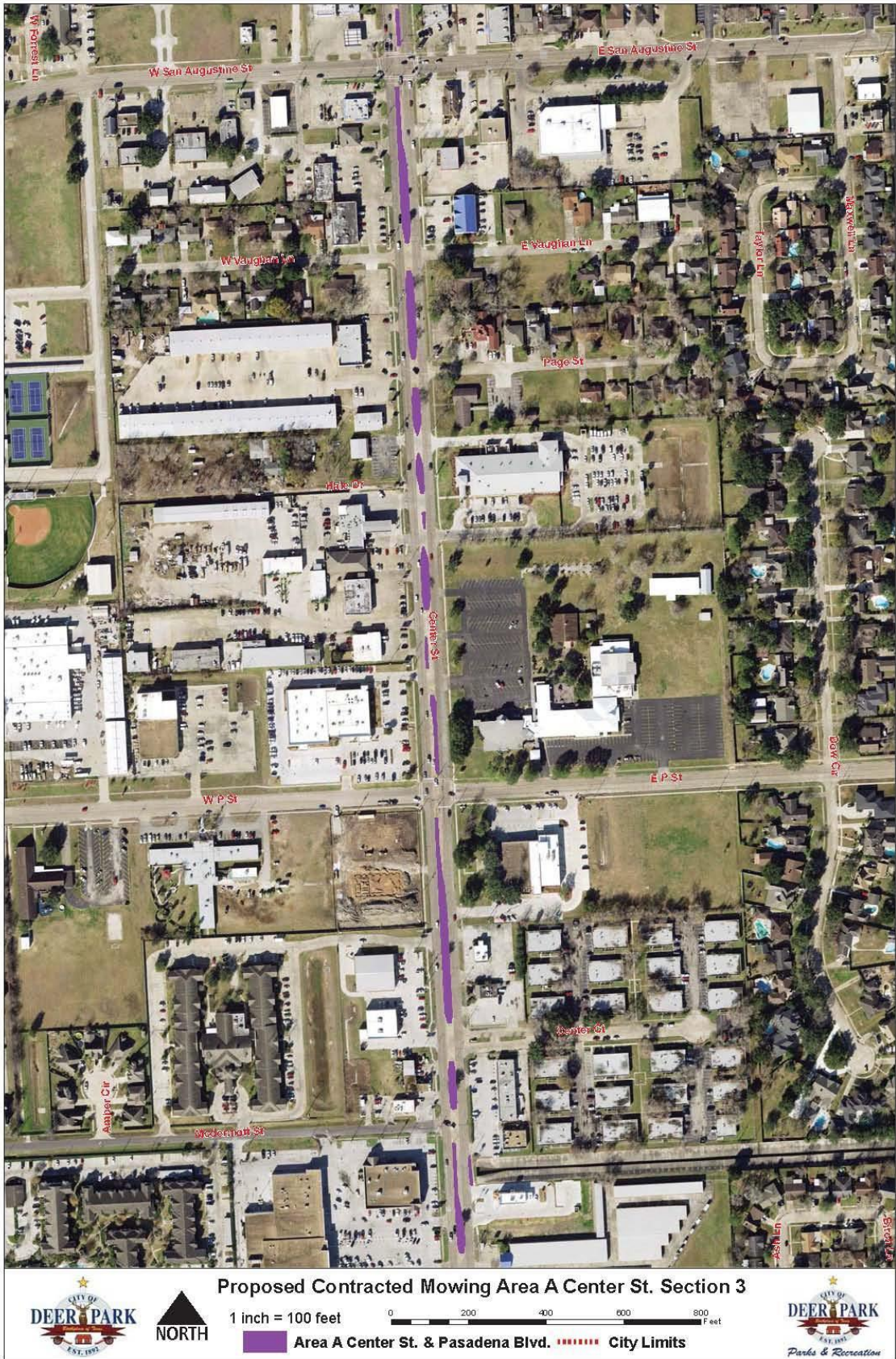
Sample Mowing Services Map

Attachment N

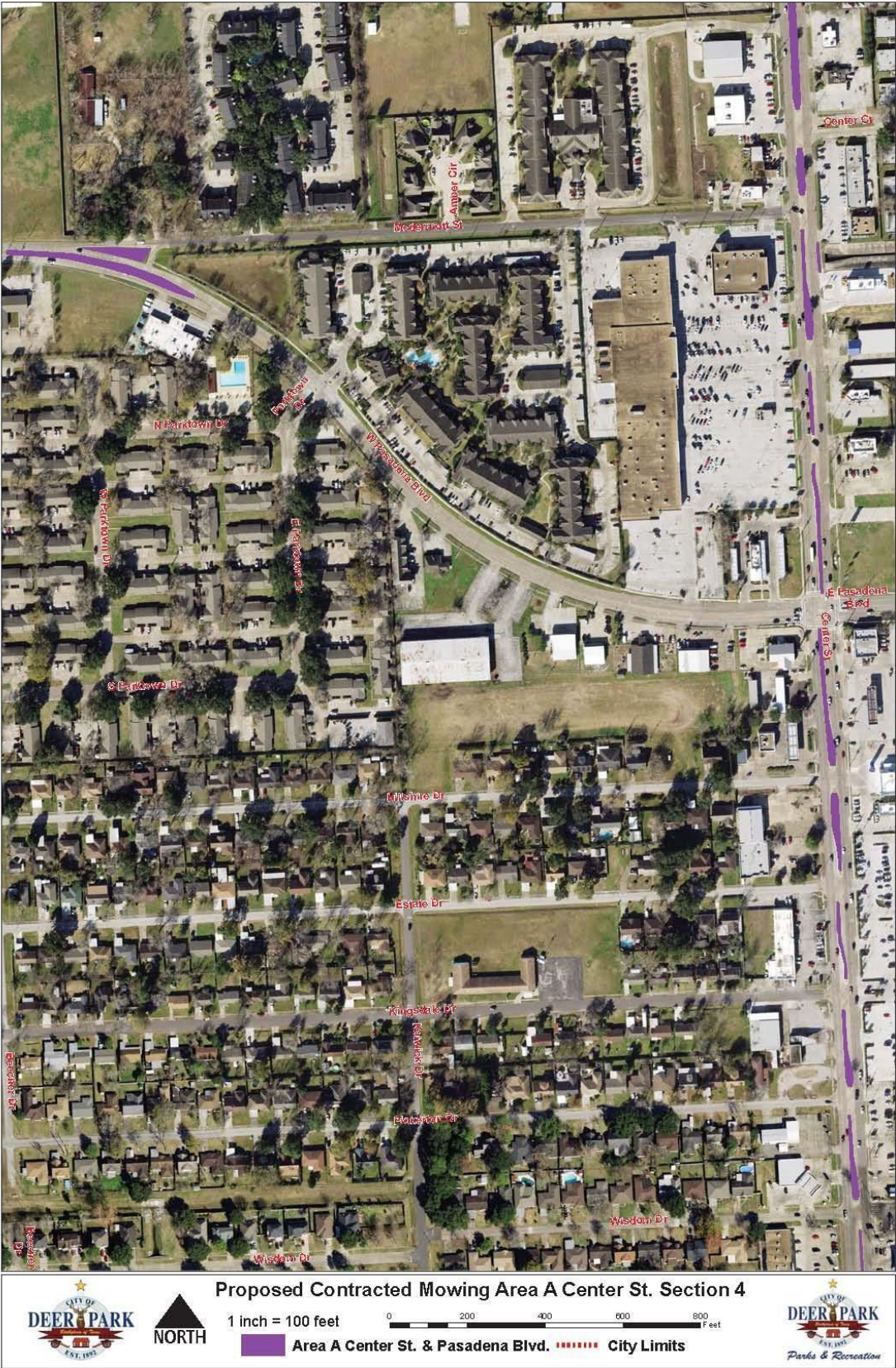


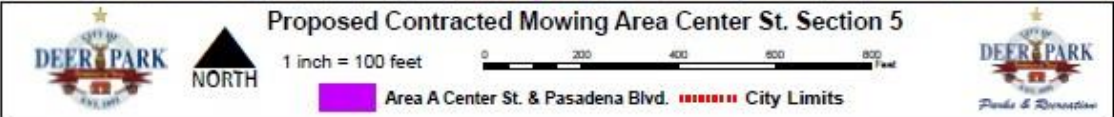


Mowing Service for City of Deer Park

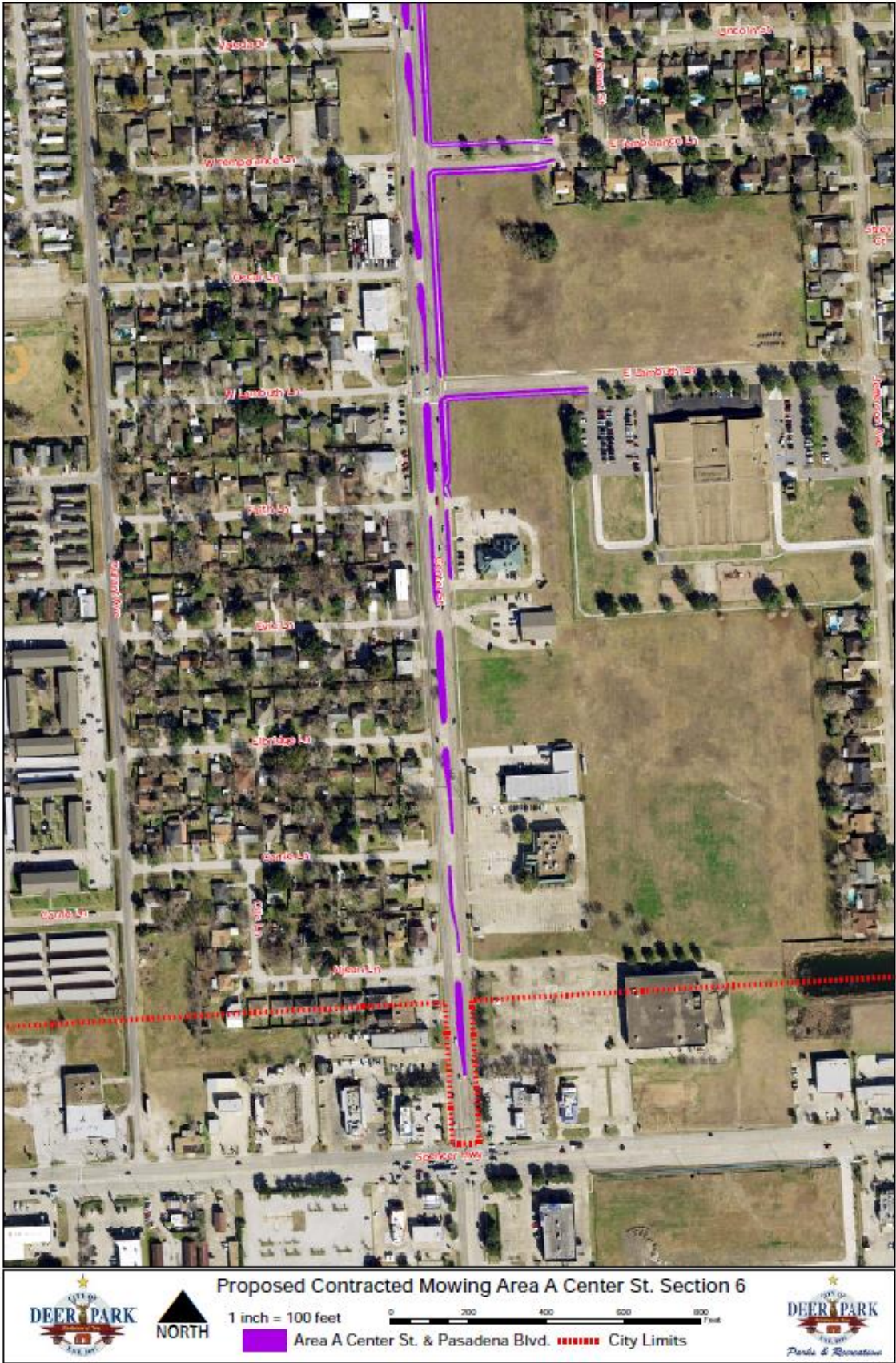


Mowing Service for City of Deer Park

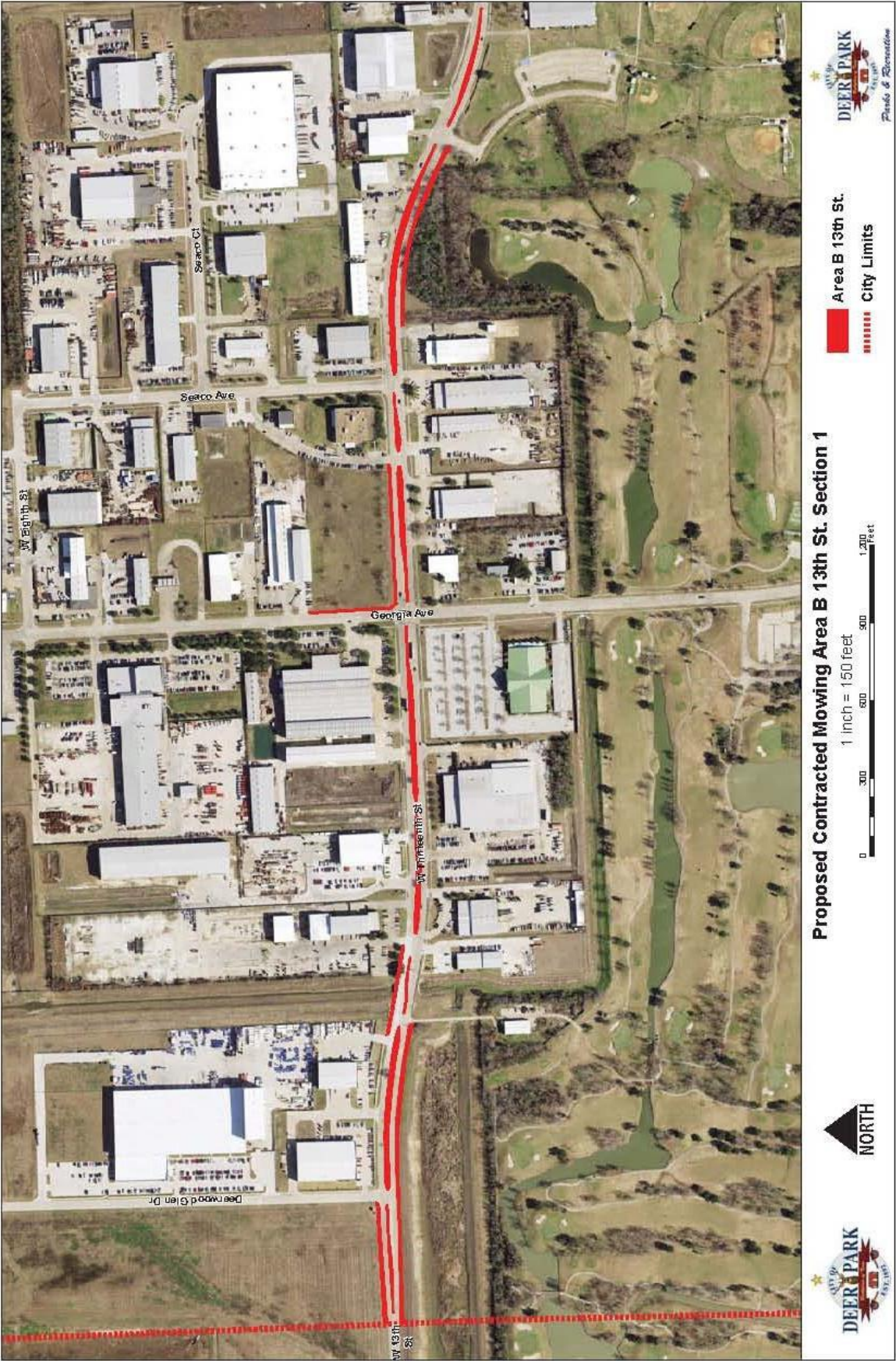




Mowing Service for City of Deer Park



Mowing Service for City of Deer Park











Mowing Service for City of Deer Park

OPERATIONAL PLAN

Attachment O

Please fill out the following as detailed as possible. Attach additional sheets if necessary.

Area "A"

Staff: Please identify number and job title. E.g. 1-Foreman, 2-Equipment Operators, etc.

Equipment: Please identify type and number. E.g. 1-Zero turn 60", 3-String trimmers, etc.

Time Frame for completion:

Additional comments:

Area "B"

Staff: Please identify number and job title. E.g. 1-Foreman, 2-Equipment Operators, etc.

Equipment: Please identify type and number. E.g. 1-Zero turn 60", 3-String trimmers, etc.

Time Frame for completion:

Additional comments:

Area "C"

Staff: Please identify number and job title. E.g. 1-Foreman, 2-Equipment Operators, etc.

Equipment: Please identify type and number. E.g. 1-Zero turn 60", 3-String trimmers, etc.

Time Frame for completion:

Additional comments:



**City of Deer Park Parks and Recreation
RFP Opening Form**

Contractor	A	Esplanades Only	B	C	Grand Total
Longclaw Contractors Seabrook Tx, 77586	\$34,010.00	\$7,670.00	\$48,790.00	\$45,000.00	\$135,470.00
Econocuts Channelview, TX 77530	\$54,691.50	\$15,561.00	\$29,212.50	\$52,000.00	\$151,465.00
Landscape Professionals Spring, TX 77386	\$27,550	\$9,425.00	\$35,875.00	\$39,000.00	\$117,650.00
HJM Construction Kingwood, TX 77339	\$32,300.00	\$8,060.00	\$25,420.00	\$39,000.00	\$104,780.00
Yellowstone Landscape Houston, TX 77536	\$43,168.00	\$14,768.00	\$46,576.00	\$76,000.00	\$180,512.00

Date: 01/10/2020

Project: Mowing Services

Opened by: _____



**City of Deer Park Parks and Recreation
Score Sheet**

Contractor	General Quality of Response (max 20 points)	Operations Plan (max 40 points)	Pricing Proposal (max 30 points)	References (max 10 points)	Total Points (max 100 points)	Ranking
Longclaw Contractors Seabrook Tx, 77586	5	20	20	3	48	5
Econocuts Channelview, TX 77530	5	30	15	8	58	3
Landscape Professionals Spring, TX 77386	20	40	25	8	93	1
HJM Construction Kingwood, TX 77339	15	35	30	5	85	2
Yellowstone Landscape Houston, TX 77536	4	30	10	8	52	4



**City of Deer Park Parks and Recreation
Score Sheet**

Contractor	General Quality of Response (max 20 points)	Operations Plan (max 40 points)	Pricing Proposal (max 30 points)	References (max 10 points)	Total Points (max 100 points)	Ranking
Longclaw Contractors Seabrook Tx, 77586	5	20	20	3	48	4
Econocuts Channelview, TX 77530	5	20	15	9	49	3
Landscape Professionals Spring, TX 77386	19	35	25	10	89	1
HJM Construction Kingwood, TX 77339	15	30	30	5	80	2
Yellowstone Landscape Houston, TX 77536	5	20	10	4	39	5



Legislation Details (With Text)

File #: MIN 20-010 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 1/16/2020 **In control:** City Council
On agenda: 1/21/2020 **Final action:**
Title: Approval of minutes of workshop meeting on January 7, 2020.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_010720](#)

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council		

Approval of minutes of workshop meeting on January 7, 2020.

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 JANUARY 7, 2020 BEGINNING AT 6:00 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 6:00 p.m.
2. DISCUSSION OF ISSUES RELATING TO PARKING COMPLAINTS IN DEER PARK NEIGHBORHOODS – City Manager James Stokes gave an update of two different neighborhood and their concerns with on-street parking. The first neighborhood discussed included Tyler Street and Albany Street by the Deer Park High School South Campus. Police Chief Greg Grigg gave details of the efforts from the Police Department that seem to be effective in resolving the issue. Mr. Stokes also discussed speaking with former Councilman Chris Richey to ask if there was an issue with on-street parking for San Jacinto Baptist Church, to which Mr. Richey replied that there was not. Mr. Stokes and Chief Grigg met with the school Superintendent Victor White and Stephen Harrell to invite them to the meeting pertaining to the discussion of the on-street parking issue.

Councilman Patterson asked, “Why are these students not parking on campus?”

Assistant Superintendent Stephen Harrell responded, “The two main reasons basically is if a student doesn’t have a driver’s license or insurance, we do not allow them to have a parking permit. That is a criminal violation and we do not want to take that liability in an event they

hurt someone or have an accident.”

Councilman Martin asked, “The requirement for driver’s license and insurance is put on the application to get a decal to display? Is that patrolled so you know which are registered and which ones shouldn’t be parked there?”

Deer Park South Campus Principal Steve Corry responded, “Yes, we have a process that is all online. The insurance is not online, but the registration for the parking permit is online and they do get a decal for the semester or for the year. There is a small fee each semester.”

Councilwoman Sinor asked, “What is the fee?”

Mr. Corry responded, “It is \$10 per semester with two semesters in a calendar year which would total to \$20. Our Seniors have the option for preferred parking spots of \$30. Regarding that, just like any other fees associated with the High School or School District, if students are on free or reduced lunches, or have any other financial issues, we will work with them and find a way for them to park and get a decal.”

Mr. Harrell commented, “We routinely wave fees, reduce fees and do a variety of things. It’s not the money that is preventing them from getting a parking permit. It is one of those two items (lack of driver’s license or insurance) or they want to just avoid the traffic in the morning or the afternoon or they just want to hang out with their friends or stand over there and smoke a cigarette. For the most part, we believe it is a lack of one of those two items.”

Councilwoman Garrison asked, “What’s the history of that opening? Was it an idea of the City or the School District?”

Mayor Mouton responded, “It was probably plotted with the subdivision because it wouldn’t be a public right-of-way if it wasn’t plotted when the subdivision was laid out. That probably pre-dates anybody in the room.”

3. COMMENTS FROM AUDIENCE –

John Campbell 116 W. 5th Street, discussed the issue of his street being inundated with parked cars for the last 5-6 years. Mr. Campbell spoke in favor of signs to say “For residents or guests only”.

Mike Sutton 2505 Tyler Lane, spoke in favor of the School District not exempting students from parking in their parking lot, but instead allowing the students to park and not push the liability of their students to the neighborhood of Tyler Street and Albany Street.

Ruth Hance, 2502 Tyler Lane, spoke in favor of removing the walk-way/bridge from the neighborhood.

Sam Mining, 2609 Tyler Lane, referred a question to Council as to how the school district has the power to keep the students from parking on their property without properly met requirements, but the Police Department cannot do the same to students that are parking on Tyler Lane and Albany Street.

Mayor Mouton commented, “The majority of what we do up here will always have unintended consequences. I am advocating that we may have to do something very severe to culturally change this trend because it has obviously reached a point that will not change if we don’t do anything.”

Chief Grigg commented, “There are two different things going on here, even though taxpayers pay for both. They are under the Education Code, which is a completely different code than the Penal Code. Part of the Penal Code governs that parking lot, but the Education Code governs a lot of which we do not have anything to do with. It certainly does not apply to the street in that neighborhood, but it does apply to how the School District can control and access parking rights on school property because of the kids and the education environment the school district is allowed to do that. We do not have the same access on the street, if we put those restrictions on the street. If we have to apply to everyone. As for signs for residents only and guests, they can put those up, but no one can enforce that. If they try to, somebody can get sued. You cannot just arbitrarily say who can or can’t park on a public street.”

Mayor Mouton advised Staff of the need to have an action plan.

Amanda Tucker, 2613 Tyler Lane spoke in favor of removing the walk way/bridge from the neighborhood.

George Kelly, 2605 Tyler Lane, spoke on issues pertaining to the students parking on Tyler Lane and Albany Street and indicated that parents of students are also using Tyler Lane as a drop off and pick up and have blocked driveways in doing so.

It was the consensus of the Council to hold a public hearing to discuss restricting public access to the bridge.

Mr. Stokes gave an overview of the discussion between the Police Department, Public Works Department, the City Manager Staff along with owner of the building, Manny Menom and the separate owner of the business Luxury Events by Iram’s, pertaining to the issues of the on-street parking on 5th Street. Mr. Stokes advised Council that the owner of the business, Luxury Events by Iram’s, proposed to do things differently like offering valet service that includes utilizing the nearby businesses, Boot Barn’s and Dairy Queen’s parking lot as an extension for parking for the guests. The owner also proposed to make the renters of the facility aware that parking is not allowed on 5th Street and would encourage the renters to take advantage of the valet service. It was also emphasized to the business owner that citations will be given out by the Police Department if there should be any violations of the noise ordinance. Mr. Stokes also discussed an incident that occurred December 28, 2019, where around 8:30 p.m., about 14 cars were parked on 5th Street. Off-duty Pasadena officers arrived around 10:00 p.m. and cleared them out. It was communicated to the owner that the actions on that date in resolving the issue of having the security start at 10:00 p.m. was not acceptable. Mr. Stokes advised Council that the owner of Luxury Events by Iram did not comply with what they had committed to, that included having valet service and not having their guests park on 5th Street.

Manny Menom commented, “I think Mr. Campbell has a good issue and we have tried to address it. I don’t know how this happened on the 28th, maybe the Police didn’t arrive in

time. We have made this commitment and we want to fulfill this commitment of no parking on 5th Street. As far as the signs are concerned, I have no problem with putting up signs saying that on Friday and Saturdays, you cannot park from 7-12 at night. Then you would have a problem because the residents family and friends would be getting tickets too if they park there during those times. You are right Mayor. You are in a situation where there is not solution except that we try to cooperate with each other.”

Mayor Mouton commented, “I think as a business owner, I would ask you to tell your tenant to start complying because I think we are going down the road of forcing this scenario to make sure your tenant is not negatively impacting this community.”

Mr. Menom commented, “We will try our best to not have any more complaints.”

Chief Grigg proposed a recommendation to Council that there be flexibility to consider both options of signage on the north and south side of 5th Street.

It was the consensus of the Council to have a meeting to discuss no parking signs on 5th Street during certain weekend hours.

4. DISCUSSION OF ISSUES RELATING TO THE SEEKING OF FISCAL YEAR 2021 STEP COMPREHENSIVE TRAFFIC ENFORCEMENT GRANT – Police Chief, Gregg Grigg gave an overview of the Police Department seeking a STEP Comprehensive Traffic Enforcement funding from the Texas Department of Transportation. For 2021, the Department is requesting a grant of \$76,285.20. The City of Deer Park will contribute a total of \$21,690.00 toward in-kind match, which equals 28.43% toward the grant. The combination of these funds will be used to reducing the number of accidents, injuries, and fatalities in Deer Park through the overtime enforcement of traffic statutes and public awareness efforts during the period of time from October 1, 2020, through September 30, 2021, with a special emphasis on Christmas/New Year’s, Spring Break, Memorial Day, Independence Day, and Labor Day.
5. DISCUSSION OF ISSUES RELATING TO THE SEEKING OF FISCAL YEAR 2021 STEP COMMERCIAL VEHICLE TRAFFIC ENFORCEMENT GRANT – Police Chief, Gregg Grigg gave an overview of the Police Department seeking a STEP Commercial Vehicle Traffic Enforcement funding from the Texas Department of Transportation. For 2021, the Department is requesting a grant of \$16,175.70. The City of Deer Park will contribute a total of \$3,398.10 towards in-kind match. The combination of these funds will be used to provide additional Commercial Motor Vehicle enforcement and Education in the City of Deer Park.
6. DISCUSSION OF POTENTIAL PROFESSIONAL SERVICES FOR PROGRAMMING AND MASTER PLANNING FOR THE JIMMY BURKE ACTIVITY CENTER AND SURROUNDING PROPERTY – City Manager James Stokes gave an overview of the proposed study to analyze the Jimmy Burke Activity Center. This study will provide several options of how the new Activity Center could be used throughout the year as well as possible phasing options for further development of the Athletic Complex. The athletic park assessment will analyze the existing athletic complex and determine several possible locations for the new Activity Center. A proposed agreement with BRW Architects, will

provide an analyzation of the existing athletic complex and study the vehicle traffic and parking, pedestrian circulation, way finding, restroom facilities, hardscape deficiencies, landscape deficiencies, building and fire code deficiencies, as well as ADA deficiencies.

It was the consensus of the Council to move forward with the agreement with BRW Architects.

7. EXECUTIVE SESSION – POTENTIAL LITIGATION – Mayor Mouton recessed the workshop meeting at 7:11 p.m. for an Executive Session.
8. RECONVENED – Mayor Mouton reconvened the workshop meeting at 7:24 p.m.
9. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:24 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 20-011 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 1/16/2020 **In control:** City Council
On agenda: 1/21/2020 **Final action:**
Title: Approval of minutes of regular meeting on January 7, 2020.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_010720](#)

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council		

Approval of minutes of regular meeting on January 7, 2020.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1748th 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 JANUARY 7, 2020 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. INVOCATION – The invocation was given by Councilwoman Patterson.
3. PLEDGE OF ALLEGIANCE – Councilman Martin led the Pledge of Allegiance to the United States Flag and led the Texas Flag Pledge.
4. JOINT PUBLIC HEARING ON THE REQUEST OF THE CITY OF DEER PARK TO AMEND ORDINANCE NO. 3886, THE ZONING ORDINANCE DESIGNATING A 12.0163 ACRE TRACT WHICH HAS BEEN ANNEXED INTO THE CITY AS HEAVY INDUSTRIAL ZONING DISTRICT (M3) – Mayor Mouton opened the hearing on behalf of the City Council and Chairman Balusek opened the hearing on behalf of the Planning and Zoning Commission.

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 request.

David Munsen with Boyd Commercial, commented, “This 12 acre tract is for Phase II, which is just a bit north of Phase I. We are looking forward to getting this done. We have already started to see some activity on it from the market, and hopefully that will continue.”

5. COMMENTS FROM THE AUDIENCE – No comments received.
6. CONSENT CALENDAR – Motion was made by Councilman Ginn and seconded by Councilman Martin to approve the consent calendar as follows:
 - a. Approval of minutes of workshop meeting on December 17, 2019.
 - b. Approval of minutes of regular meeting on December 17, 2019.
 - c. Approval of tax refund to DFG Enterprises, LLC in the amount of \$1,652.83 due to an overpayment.
 - d. Authorization to advertise and receive bids on the Rehabilitation of the Pasadena Blvd. 1-Million Gallon Water Ground Storage Tank.

Motion carried 7 to 0.

7. CONSIDERATION OF AND ACTION ON AN AMENDMENT TO THE SOLID WASTE DISPOSAL AGREEMENT WITH WASTE MANAGEMENT – Motion was made by Councilwoman Garrison and seconded by Councilman Martin to approve the amendment to the Solid Waste Disposal Agreement with Waste Management. Motion carried 7 to 0.
8. CONSIDERATION OF AND ACTION ON ENTERING INTO AN AGREEMENT WITH BROWN REYNOLDS WATFORD ARCHITECTS, INC. FOR PROFESSIONAL SERVICES FOR THE CONCEPTUAL DESIGN, PROGRAMMING AND MASTER PLANNING OF THE JIMMY BURKE ACTIVITY CENTER AND SURROUNDING CITY PROPERTY – Motion was made by Councilman Patterson and seconded by Councilwoman Sinor to authorize entering into an agreement with Brown Reynolds Watford Architects, Inc. for professional services for the conceptual design, programming, and master planning of the Jimmy Burke Activity Center and surrounding City property. Motion carried 7 to 0.
9. CONSIDERATION OF AND ACTION ON A RESOLUTION TO SEEK A FISCAL YEAR 2021 STEP COMPREHENSIVE TRAFFIC ENFORCEMENT GRANT – After a proposed resolution was read by caption, motion was made by Councilman Ginn and seconded by Councilman Patterson to adopt Resolution No. 2020-01, captioned as follows:

A RESOLUTION AUTHORIZING AND APPROVING A GRANT APPLICATION AND AGREEMENT BETWEEN THE CITY OF DEER PARK, TEXAS, AND THE STATE OF TEXAS DEPARTMENT OF HIGHWAY AND PUBLIC TRANSPORTATION IN THE AMOUNT OF SEVENTY-SIX THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS AND TWENTY CENTS (\$76,285.20) TO CONDUCT A S.T.E.P. PROGRAM DIRECTED AT COMPREHENSIVE TRAFFIC ENFORCEMENT TO BE ADMINISTERED BY THE POLICE DEPARTMENT.

Motion carried 7 to 0.

10. CONSIDERATION OF AND ACTION ON A RESOLUTION TO SEEK A FISCAL YEAR 2021 STEP COMMERCIAL MOTOR VEHICLE TRAFFIC ENFORCEMENT GRANT – After a proposed resolution was read by caption, motion was made by Councilwoman Garrison and seconded by Councilwoman Sinor to adopt Resolution No. 2020-02, captioned as follows:

A RESOLUTION AUTHORIZING AND APPROVING A GRANT APPLICATION AND AGREEMENT BETWEEN THE CITY OF DEER PARK, TEXAS, AND THE STATE OF TEXAS DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION IN THE AMOUNT OF SIXTEEN THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS AND SEVENTY CENTS (\$16,175.70) TO CONDUCT A S.T.E.P. PROGRAM DIRECTED AT COMMERCIAL MOTOR VEHICLE TRAFFIC ENFORCEMENT TO BE ADMINISTERED BY THE POLICE DEPARTMENT.

Motion carried 7 to 0.

11. CONSIDERATION OF AND ACTION ON A RECOMMENDATION FROM THE PLANNING AND ZONING COMMISSION AND A PROPOSED ORDINANCE ON THE REQUEST OF REFORMATION TEMPLE FOR A SPECIFIC USE PERMIT TO OPERATE A CHURCH AT 2033 PICKERTON DRIVE – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Patterson to adopt Ordinance No. 4134, captioned as follows:

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO REFORMATION TEMPLE, TO HOLD WORSHIP SERVICES AND CONDUCT BIBLE STUDIES ON A SITE LOCATED AT 2033 PICKERTON DR, DEER PARK, TEXAS.

Motion carried 7 to 0.

12. ADJOURN – Mayor Mouton adjourned the meeting at 7:39 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: PUR 20-001 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 1/13/2020 **In control:** City Council
On agenda: 1/21/2020 **Final action:**
Title: Consideration of and action on authorization to purchase the services of SKE Construction, LLC through the Buy Board for the Repair of Storm Outfalls on the South Golf Course Ditch.
Sponsors: Public Works
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council		

Consideration of and action on authorization to purchase the services of SKE Construction, LLC through the Buy Board for the Repair of Storm Outfalls on the South Golf Course Ditch.

Summary:

The storm drainage system outfalls along the south Ditch of the Golf Course that borders West Side Manor subdivision have been damaged over the last couple years due to heavy rainfall and need to be replaced.

SKE Construction, LLC has provided engineering with a detailed scope of the work required to resolve this issue. The five outfalls in the ditch will be replaced with RCP pipe and proper erosion control. The contractor will clean out any debris and growth from the ditch to allow better flow.

SKE Construction LLC has provided a quote through the Buy Board totaling \$125,482.10

Fiscal/Budgetary Impact:

Funds for this project will be drawn from the 2007 Series bonds..

Staff is recommending that council authorize the purchase of the services of SKE Construction LLC for the Repair of Storm Drain Outfalls on the South Golf Course Ditch..



Legislation Details (With Text)

File #: PUR 20-002 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 1/13/2020 **In control:** City Council
On agenda: 1/21/2020 **Final action:**
Title: Consideration of and action on authorizing the purchase of one (1) 2020 Frazer remount ambulance via the HGAC Cooperative Purchasing Program.

Sponsors:

Indexes:

Code sections:

Attachments: [Deer Park Remount Quote 1382](#)

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council		

Consideration of and action on authorizing the purchase of one (1) 2020 Frazer remount ambulance via the HGAC Cooperative Purchasing Program.

Summary:

The 2019-20 adopted budget of the Deer Park Fire Prevention, Control, and Emergency Medical Services District (FCPEMSD) includes funding for the purchase of one ambulance remount (refurbishment of the existing "box" and mounting on a new chassis).

The ambulance being remounted is a 2012 Frazer ambulance with over 100,000 on the current chassis. The unit continues to pose maintenance issues. Due to the excessive maintenance costs, it is prudent to replace the chassis.

Quote (attached) for \$154,115 for the refurbishing/remounting will utilize the HGAC Cooperative Purchasing Program and includes a \$6,000.00 credit for trade-in of the existing chassis.

This quote is within the budgeted funds for this project (FCPEMSD Budget).

Fiscal/Budgetary Impact:

Budgeted funds are available within the FCPEMSD.

Staff requests and recommends approval.



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Customer Quote

Order No.: Q1382-0001

Quote Date: 1/13/2020

Expiration Date: 2/15/2020

Salesperson: Wesley Pate

wpate@frazerbilt.com

Invoice To:

Deer Park Fire Department
City of Deer Park
P. O. Box 700
Deer Park TX 77536
US

Attention:

Assistant Chief-EMS
Andrew Smith
asmith@deerparktx.org

No.	Item	Quantity	U/M		Unit Price		Net Amount
1	MODULE Type I 12' 4" Remount E-2308	1.000	EA	\$	112,025.00	\$	112,025.00
2	CHASSIS 2020 Ford F-350 Diesel	1.000	EA	\$	47,250.00	\$	47,250.00
3	DELIVERY Customer Pick Up - FOB Frazer	0.000	M	\$	2.75	\$	0.00
4	HGAC-RMT HGAC Fee for a Remounted Unit	1.000	EA	\$	600.00	\$	600.00
5	TRADE-IN Chassis Only (E-2308) 2012 Ford F-350 Diesel; 1FDRF3GT4CEC56233; 106,539 miles; running condition (Chassis will be re-evaluated following drop-off, and it is understood that any significant change to its condition could result in the value being revised.)	1.000	EA	\$	-6,000.00	\$	-6,000.00
6	17965-B Organizer-Acrylic, Long, 11 Pocket	1.000	EA	\$	240.00	\$	240.00

Frazer, Ltd., 7219 Rampart Street, Houston, TX, 77081,
P: 713-772-5511 www.frazerbilt.com
Frazer Proprietary and Confidential



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Customer Quote

Order No.: Q1382-0001

Quote Date: 1/13/2020

Expiration Date: 2/15/2020

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Sterling McCall Ford

Sterling McCall Ford
6445 Southwest Freeway
Houston TX 77074

Sale Amount:	154,115.00
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Sales Tax:	0.00
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Total Amount:	154,115.00
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Payment Terms: Net 30

Special Instructions:

Email this quote along with your PO to sales@frazerbilt.com.
Graphics pricing includes two hours' design time in the base price.
More extensive graphics or multiple changes will be billed at \$100/hr.



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For your convenience, all module pricing has been itemized below per quote Q1382-0001 for Deer Park Fire Department :

Base Module	\$	20,000.00
Chassis Exterior	\$	18,950.00
Module Exterior	\$	41,500.00
Chassis Interior	\$	2,475.00
Module Interior	\$	29,100.00
Module Total	\$	112,025.00

Items included in above totals:

1. Type I 12' 4" taller Module	\$	incl
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Chassis Exterior:

2. Heat Shielding for Diesel Chassis	\$	1,575.00
3. Chassis : 2020 Ford F-350 , Diesel , 4x2 , Regular Cab , 84" Cab to Axle , Ford White (FA90:YO)	\$	incl
4. Suspension: LiquidSpring	\$	11,550.00
5. Wheel type: Stainless steel covers	\$	incl
6. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	\$	275.00
7. Chassis Steps: ArcRite with Sure Grip	\$	1,050.00
8. Grille Guard: Ranch Hand Full Replacement Bumper	\$	1,375.00
9. 10" and 12" Air Horns	\$	1,125.00
10. Compressor Type: Standard	\$	650.00
11. Switching Options: Truck Horn/ Air Horn	\$	125.00
12. Window Tint on Chassis Doors	\$	275.00
13. Passenger's side Grille Light: Whelen M4 Red/Clear Light	\$	75.00
14. Driver's side Grille Light: Whelen M4 Red/Clear Light	\$	75.00
15. Passenger's side Intersect Light: Whelen M4 Red/Clear Light	\$	75.00
16. Driver's side Intersect Light: Whelen M4 Red/Clear Light	\$	75.00
17. Driver Fender Light: Whelen M4 Red/Clear Light	\$	325.00
18. Passenger Fender Light: Whelen M4 Red/Clear Light	\$	325.00
Chassis Exterior Subtotal	\$	18,950.00

Module Exterior:

19. Onan 450 Hour Basic Preventative Maintenance	\$	incl
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20. New Corner Caps	\$	incl
21. 4 hour(s) of Body Work	\$	500.00
22. Module Paint Layout: White - Frazer White (LV650 Frazer White)	\$	15,225.00
23. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay	\$	1,575.00
24. Entry Door Conspicuity Layout - Squares : White Base Color	\$	325.00
25. Compartment Conspicuity Layout - Strips : White Base Color	\$	175.00
26. Frazer Provided Graphics	\$	2,700.00
27. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	\$	225.00
28. Existing GTT Opticom	\$	incl
29. Opticom Switching: On with Primary and Cut-off with park	\$	incl
30. Shore Power: Single 30 Amp	\$	800.00
31. Pigtail/Plug Option: Plug	\$	incl
32. Reconnect Ignition Kill Switch	\$	125.00
33. Front Wall Light Layout: Lower 5 Lights	\$	incl
34. Front Wall Light #1: Whelen M6 Clear Light	\$	200.00
35. Front Wall Light #2: Whelen M6 Red Light	\$	200.00
36. Front Wall Light #3: Whelen M6 Clear Light	\$	200.00
37. Front Wall Light #4: Whelen M6 Red Light	\$	200.00
38. Front Wall Light #5: Whelen M6 Clear Light	\$	200.00
39. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$	200.00
40. Front Wall Passenger Box Light: Whelen M6 Red Light	\$	200.00
41. Driver Wall Front Box Light: Whelen M6 Red Light	\$	200.00
42. Driver Wall Rear Box Light: Whelen M6 Red Light	\$	200.00
43. Driver Wheel Well Light: Whelen M6 Red/Clear Light	\$	225.00
44. Scene Light Option: Spectra SPA900	\$	1,575.00
45. New Lambda Power Supply	\$	1,575.00
46. New Battery Charger	\$	425.00
47. Compartment Light in the Electrical Compartment	\$	275.00
48. New Dometic A/C with Exhaust Fan	\$	6,300.00
49. Convert Rear Storage: Rear Storage with Divider and Fixed Shelf and 3" Drop	\$	1,575.00
50. All Cladding/Treadbrite: New	\$	950.00
51. UNOC #1098 - Remove and reinstall fuel rings at gasoline and diesel fill caps, including remove and reinstall of module under the dash that is wired to OBD2; reconnect the	\$	300.00



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system

52. Module Window Option: Sliding Window	\$	incl
53. Limo Tint on Entry Doors	\$	275.00
54. Upper Rear Wall Light Layout: 3 Across	\$	incl
55. Upper Light #1: Whelen M6 Load Light	\$	325.00
56. Upper Light #2: Whelen M6 Amber Light	\$	200.00
57. Upper Light #3: Whelen M6 Load Light	\$	325.00
58. Lower Light #1 Whelen M6 Brake/Tail/Turn Red Light	\$	150.00
59. Lower Light #2 Whelen M6 Brake/Tail/Turn Red Light	\$	150.00
60. Lower Light #3 Whelen M6 Red Light	\$	200.00
61. Lower Light #4 Whelen M6 Red Light	\$	200.00
62. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	200.00
63. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	200.00
64. Lower BTTs: 2 Grote Lights on each side	\$	incl
65. New Door Grabbers	\$	incl
66. New Cast License Plate Light	\$	incl
67. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	200.00
68. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	200.00
69. Passenger Wheel Well Light: Whelen M6 Red/Clear Light	\$	225.00
70. Replace Gas Hold-Open at Side Entry	\$	incl
71. New Door Locks on Entry Doors and Front I/O	\$	2,000.00
Module Exterior Subtotal	\$	41,500.00

Chassis Interior:

72. Siren Speakers: Whelen SA 315 Speakers	\$	incl
73. Tap-2 on Primary Siren	\$	incl
74. Siren Option: Whelen C9 Siren in Electrical Compartment	\$	225.00
75. Mic 1 on shipped loose	\$	incl
76. Slot 1: Double Slot Switch Panel	\$	incl
77. Slot 2: Joined with 1	\$	incl
78. Slot 3: Radio Plate: 7.06 L X 2 W opening dims	\$	incl
79. Slot 4: Single Blank	\$	incl
80. Kussmaul USB at Console	\$	225.00



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81. Console Switch Layout : Primary - Secondary - Siren 1 - Blank - Blank - Kusssmaul USB - Air Horn - Rear Load - Interior Lights - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Start/Stop Genset -	\$	incl
82. New Armrest	\$	225.00
83. Front Base of Console: 120VAC	\$	525.00
84. Front of Console: Dual Cup Holder	\$	125.00
85. Rear of Console: Double Mapholder	\$	375.00
86. Console Layout: 4-Slot Console	\$	incl
87. Chassis Rear Wall: 3 High Glove Box Holder	\$	225.00
88. UNOC #1036 - Remove and reinstall radio equipment: - (Make and Model) radio head in console slot 3; wired ignition hot - Reconnect to radio base in electrical compartment - Reconnect to antenna on module roof - Mic on driver's side of console slot 1 - Speaker on headliner behind seats, centered between driver's and passenger's seat	\$	400.00
89. UNOC #1099 - Remove and reinstall (1) portable radio charger on console base in front of console.	\$	150.00

Chassis Interior Subtotal \$ 2,475.00

Module Interior:

90. New Ceiling Lasco	\$	2,100.00
91. New Wall Lasco	\$	3,675.00
92. New Blue Interior Trim	\$	375.00
93. New Protek Cushions at the CPR Seat and Squad Bench	\$	1,425.00
94. Safety Yellow Powdercoated Grab Rails	\$	175.00
95. Netting at the Front Corner Area	\$	325.00
96. New Front Wall Cabinet(s)	\$	1,225.00
97. 14 Qt. Engel Fridge	\$	950.00
98. New Front I/O with Lexan Doors	\$	1,575.00
99. UNOC #1100 - Remove and reinstall fire extinguisher and bracket in new front I/O in same location as when checked in.	\$	75.00
100. UNOC #1101 - Replace existing 120VAC duplex outlet on wall in front I/O with new; discard old.	\$	75.00
101. UNOC #1102 - Furnish and install 120VAC duplex outlet in front corner area above the shelf.	\$	250.00



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102. UNOC #1448 - Replace existing front wall cabinets (12' unit) with current style cabinets with LifeDefender fronts (additional price)	\$	800.00
103. New Action Wall Cabinet	\$	750.00
104. New Action Wall with SSCOR Suction	\$	1,175.00
105. Location 1: 4 Switch w/Thermostat	\$	incl
106. Location 2: Existing Double O2 Outlet	\$	incl
107. Location 3: Existing Electric O2 panel with monitor	\$	incl
108. Location 4: Volume Control Knob	\$	incl
109. Location 6: Suction	\$	incl
110. Location 7: Quad 120 VAC	\$	incl
111. Location 8: Blank	\$	incl
112. Location 9: Blank	\$	incl
113. Action Wall Switch Layout : Interior Lights ; Front Interior Light ; Ventilation Fan ; Electric O2 ;	\$	incl
114. Technimount LP-15 Monitor Mount on the Action Wall Countertop	\$	1,525.00
115. New 6pt Harness at the CPR Seat	\$	525.00
116. Cabinet Aft CPR Seat	\$	950.00
117. Genset Start/Stop Switch at Rear Doors	\$	incl
118. Rear Door Switch Layout : Acknowledge ; Start/Stop Genset ; Dump/Bypass (Suspension) ; Existing Rear Load ;	\$	incl
119. UNOC #1449 - Replace existing action wall cabinet (12' unit) with current style cabinet with LifeDefender front (additional price)	\$	500.00
120. Two Seating Positions at the Squad Bench - 1 and 3	\$	incl
121. Harness Type for Seat Position 1: New 6pt Harness	\$	525.00
122. Harness Type for Seat Position 3: New 6pt Harness	\$	525.00
123. Double Squad Bench Cabinet	\$	650.00
124. New Cargo Net at the Head of the Squad Bench	\$	800.00
125. UNOC - Remove and ship loose existing glove box holder at forward end of squad bench.	\$	incl
126. O2 Outlet in Ceiling Raceway	\$	1,050.00
127. IV Hanger on Ceiling Raceway	\$	incl
128. Replace Overhead Grab Rail(s)	\$	incl
129. Replace Existing Squad Bench IV Hanger with New	\$	incl
130. UNOC #313 - Ceiling mounted UV light housing with On/Off switch mounted inside electrical compartment.	\$	4,750.00
131. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	2,100.00



Defining the future of Mobile Healthcare.™

132. Customer Provided Items Processing Fee	\$	250.00
Module Interior Subtotal	\$	29,100.00

All Frazer Remounts come standard with the following features:

Replacement of applicable chassis components such as:

- Push Bar, Grill Lights, Siren, Speakers, & aluminum powder-coated console
- Backup alarm, generator fuel tank, and mud flaps

450 hour Preventative Maintenance on an Onan generator (if applicable)

Shear-plate method of attachment securing the module to the chassis

New LED Flex Strips to replace all existing compartment lights

Full electrical check

New weather-stripping, ribbed rubber & compartment bumpers

Complete detail of module



Legislation Details (With Text)

File #: AMD 19-007 **Version:** 2 **Name:**
Type: Amendment **Status:** Agenda Ready
File created: 12/13/2019 **In control:** City Council
On agenda: 1/21/2020 **Final action:**
Title: Consideration of and action on an Amendment to the Lease between the City of Deer Park and Touchstone Golf, LLC.

Sponsors:

Indexes:

Code sections:

Attachments: [Second Amendment - City of DPandTouchstone Golf last draft](#)
[Annual Performance Payment Bond \(002\)](#)

Date	Ver.	Action By	Action	Result
1/21/2020	2	City Council		

Consideration of and action on an Amendment to the Lease between the City of Deer Park and Touchstone Golf, LLC.

Summary:

At this time, Council will consider taking action on a potential amendment to the lease between the City of Deer Park and Touchstone Golf, LLC. This will be the second amendment to the lease agreement.

The key components of this amendment include:

- The Landlord shall assume the payment of golf cart lease effective January 21, 2020.
- The Landlord shall assume payments of the electricity cost of the property effective January 21, 2020. The City will assume financial responsibility for all capital improvement costs including equipment replacement. Capital improvements will not include maintenance items.
- Sections 6.1 and 6.2, Minimum Rent and Percentage Rent, respectively as amended by the First Amendment to Lease Agreement, shall be replaced as follows:

Administrative Fee

- 1) Tenant shall be entitled to the first \$5,000.00 of Net Operating income per month.
 - 2) In the event that cash flow is insufficient in a month, Tenant may retain revenue in subsequent months to catch-up for months in which Net Operating Income is less than \$5,000.00.
 - 3) Any Net Operating income in excess of the first \$5,000.00 per month as described in Section B 1 above shall be split 80% to the Landlord and 20% to the Tenant. Payments shall be payable quarterly with a reconciliation and true-up at year end.
- If Tenant does not complete the full term of the lease due to its defaults as set forth in the Lease Agreement, Tenant shall owe Landlord amounts due to Landlord for the remaining time on Lease due under the original terms of Lease.
 - Tenant shall produce monthly revenue and expense reports to Landlord. Landlord shall

have right to have revenue and expense reports audited at the Landlords cost with reasonable notice to Tenant. Additionally Tenant shall produce monthly detailed reports of all bookings of Golf tournaments and building reservations.

- All past due payments due to Landlord through 1/21/2020 which totals \$101,444.50 shall be paid in 12 equal monthly installments of \$8,453.71 beginning February 1, 2020, provided the Tenant post a performance bond in the amount of \$150,000.00 payable to the City of Deer Park, Texas upon the adoption of the second amendment with amounts payable to Landlord upon any defaults in any of the lease terms by Tenant. The bond shall renewed upon an annual basis during the entire remaining lease term.

Fiscal/Budgetary Impact: The fiscal impact is outlined above. This will require an amendment to the FY 2019-2020 Budget.

Approve the amendment to the lease.

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (Second Amendment) is made and entered into effect as of the 21st day of January 2020 by the City of Deer Park, a municipal corporation organized under the laws of Texas and (hereinafter called "Landlord") and Touchstone Golf, LLC as Tenant (hereinafter called "Tenant"). For and in consideration of the mutual covenants and agreements herein contained Landlord and Tenant hereby amend as of the date of this Second Amendment that certain Lease Agreement ("Lease Agreement") and between Landlord and Tenant executed of May 29, 2013, related to the "Battleground at Deer Park" and the First Amendment to the Lease Agreement dated effective June 1, 2016 at Deer Park Golf Course, in the following respects:

Amendment to Lease Agreement

- A. Golf course expenses transferred to Landlord from Tenant:
- 1) The Landlord shall assume the payment of golf cart lease effective January 21, 2020.
 - 2) The Landlord shall assume payments of the electricity cost of the property effective January 21, 2020
 - 3) The City will assume financial responsibility for all capital improvement costs including equipment replacement. Capital improvements will not include maintenance items. Tenant's obligations under Section 11 of the Lease Agreement shall no longer be applicable and City acknowledges up to the effective date of this Second Amendment to Lease Agreement, Tenant has fulfilled its obligations under Section 11.
- B. Sections 6.1 and 6.2, Minimum Rent and Percentage Rent, respectively as amended by the First Amendment to Lease Agreement, shall be replaced as follows:
- Administrative Fee
- 1) Tenant shall be entitled to the first \$5,000.00 of Net Operating income per month.
 - 2) In the event that cash flow is insufficient in a month, Tenant may retain revenue in subsequent months to catch-up for months in which Net Operating Income is less than \$5,000.00.
 - 3) Any Net Operating income in excess of the first \$5,000.00 per month as described in Section B 1 above shall be split 80% to the Landlord and 20% to the Tenant. Payments shall be payable quarterly with a reconciliation and true-up at year end.
- C. If Tenant does not complete the full term of the lease due to its defaults as set forth in the Lease Agreement, Tenant shall owe Landlord amounts due to Landlord for the remaining time on Lease due under the original terms of Lease. For the sake of clarification, Section 17 of the lease, DAMAGE AND RESTORATION is not affected by the language in this paragraph "C." of the Second Amendment to Lease Agreement.
- Tenant shall produce monthly revenue and expense reports to Landlord. Landlord shall have right to have revenue and expense reports audited at the Landlords cost with reasonable notice to Tenant. Additionally Tenant shall produce monthly detailed reports of all bookings of Golf tournaments and building reservations.
- D. All past due payments due to Landlord through 1/21/2020 which totals \$101,444.50 shall be paid in 12 equal monthly installments of \$8,453.71 beginning February 1, 2020, provided the Tenant post a performance bond in the amount of \$150,000.00 payable to the City of Deer Park,

Texas upon the adoption of the second amendment with amounts payable to Landlord upon any defaults in any of the lease terms by Tenant. The bond shall renewed upon an annual basis during the entire remaining lease term.

E. Ratification

Except as amended hereby, the Lease Agreement and First Amendment shall remain unchanged and the terms, conditions, representations, warranties and covenants of said Lease Agreement and First Lease Agreement are true as of the date.

F. Assignment

Sale, conveyance, transfer of assignment, such successor in interest shall be deemed to have assumed Landlord's rights and obligations under this Lease, Landlord will be release from all obligations hereunder, and Tenant agrees to look solely to such successor-in-interest of Landlord for the performance of such obligations. Tenant shall have the right to engage independent contractors for professional gold instructions without obtaining Landlord's consent hereunder.

G. Ratification

Except as amended hereby, the Lease Agreement shall remain unchanged and the terms, conditions, representations, warranties, and covenants of said Lease Agreement are true as of the date hereof, are ratified and confirmed in all respects and shall be continuing and binding upon the parties.

H. Defined Terms

All terms in this Second Amendment which are defined in the Lease Agreement shall have the same meaning as in the Lease Agreement, except as otherwise indicated in the Second Amendment.

I. Multiple Counterparts

This Second Amendment may be executed by all the parties hereto in several separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

J. Applicable Law

This Second Amendment shall be deemed to be a contract under and subject to, and shall be construed for all purposes in accordance with the laws of the State of Texas and proper venue shall be Harris County, Texas.

IN WITNESS WHEREOF, the parties caused this Second Amendment to be executed by their duly authorized officers as of the _____ day of _____ 2020.

LANDLORD:

CITY OF DEER PARK, a municipal corporation organized under the laws of Texas

By: _____

Name: Jerry Mouton

Title: Mayor

TENANT:

TOUCHSTONE GOLF, LLC

By: _____

Name: Stephen T. Harker

Title: President and Chief Executive Officer

KNOW ALL MEN BY THESE PRESENTS: That Touchstone Golf LLC (hereinafter called the Principal), and The Hanover Insurance Company (hereinafter called the Surety), are held and firmly bound unto City of Deer Park and Battleground Golf Course (hereinafter called the Oblige), in the full and just sum of One Hundred Fifty Dollars and 00/100 cents (\$150,000.00) the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 21st day of January, 2020 entered into a contract with the Oblige for reimbursement of expenses, which contract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said contract at the time and in the manner specified during the term of this bond, pay for all labor and materials furnished or employed in said contract and shall reimburse said Oblige all loss and damage which said Oblige may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

1. This bond is for the term beginning January 21, 2020 and ending January 21, 2021.
2. In the event of a default by the Principal in the performance of the contract during the term of this bond, the Surety shall be liable only for the loss to the Oblige due to actual excess costs of performance that occurred during the effective period of the bond, up to the maximum penalty of this bond. The Surety's liability under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. This bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety.
5. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Oblige recoverable under this bond.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrator or successors of Oblige.

Signed and sealed this 15th day of January, 2020.

By: _____

Name: Doug Harker

THE HANOVER INSURANCE COMPANY

By: _____

Evelyn Richards Attorney-in-Fact



Legislation Details (With Text)

File #: CON 20-001 **Version:** 1 **Name:**
Type: Contract **Status:** Agenda Ready
File created: 1/10/2020 **In control:** City Council
On agenda: 1/21/2020 **Final action:**
Title: Consideration of and action on an amendment to the contract between the City of Deer Park and the Texas Emergency Services Retirement System (TESRS).

Sponsors:

Indexes:

Code sections:

Attachments: [TESRS Amendment 2019 13th Check](#)

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council		

Consideration of and action on an amendment to the contract between the City of Deer Park and the Texas Emergency Services Retirement System (TESRS).

Summary:

The City of Deer Park participates in the Texas Emergency Services Retirement System for volunteer firefighters and EMS personnel. The retirement system is a defined benefit system in which the pension benefit is calculated based on a monthly contribution during the member's active service. The amendment establishes a "13th check" to be issued to retirees of the pension system. The TESRS system is a defined benefit program that does not have any form of COLA or other increase post-retirement, so the 13th check is a mechanism to give the retirees an increase in the form of one extra payment per year. The 13th check is issued to the retirees normally in December. The 2019 "13th Check" will be issued in March 2020. This would be the second year for a 13th check to be issued. This 13th check is a one-time payment, and will be authorized each year depending on the availability of funds.

Fiscal/Budgetary Impact:

The issuance of the 13th check is available within the adopted budget.

Staff recommends approval of this increase.

AMENDMENT
Texas Emergency Services Retirement System and
City of Deer Park, Texas
Deer Park Fire Department

The Texas Emergency Services Retirement System (TESRS) and City of Deer Park, Texas (Governing Entity), on behalf of the Deer Park Fire Department (Participating Department), entered into a Contract effective January 1, 1978. The parties agree to the amendment of the Contract as described below. The effective date of this Amendment is **February 1, 2020**.

Supplemental Payment to Certain Retirees:

Effective February 1, 2020, TESRS and the Governing Entity agree to facilitate the Governing Entity's election to provide a one-time, supplemental payment to Deer Park TESRS retirees as of December 31, 2019 and as delineated on Attachment A, Supplemental Payments. Before March 31, 2020, TESRS will make the supplemental payment to the identified retirees in the amount specified for each listed in Attachment A and, in accordance with instructions from TESRS, the Governing Entity will reimburse TESRS the total amount of the supplemental payments made.

EXECUTION

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Amendment to be executed effective February 1, 2020 by their duly authorized officers or other representatives.

City of Deer Park, Texas

Texas Emergency Services Retirement System

Jerry Mouton, Jr., Mayor

Kevin Deiters, Executive Director

Date: _____

Date: _____

Deer Park Fire Department

Wayne Oberhoff, CPA, Chief Financial Officer

Robert Hemminger, Emergency Services Dir.

Date: _____

Date: _____

Attachment A – Supplemental Payments
Deer Park TESRS Retirees as of December 13, 2019

No.	Payee Name	Gross Amount
1	BARKER, RONALD WAYNE	\$217.45
2	BARNES JR., ARVEL B	\$80.48
3	BARRETT, JAMES DOUGLAS	\$94.31
4	BECKHAM, JACK A	\$53.29
5	BILLINGS, HUGH DAVID	\$165.88
6	BLOODWORTH, WINFORD KEITH	\$31.50
7	BOEHM JR, ELROY CHARLES	\$119.62
8	BOURGEOIS, JACOB	\$139.97
9	BREWER, CECIL ALAN	\$234.15
10	BRIDGES, GREGORY GLEN	\$809.08
11	BRINKLEY, TRIPP CORBETT	\$60.04
12	BRUMMERHOP, SIDNEY ROBERT	\$41.20
13	BURKE, WAYNE A	\$61.71
14	BUTTERFRAS, BRUCE WAYNE	\$152.14
15	CAIN, JOHN DAVID	\$253.20
16	CAMPISE, DANIEL ANTHONY	\$148.80
17	CANTU, JOSE	\$114.91
18	CARR, ROBERT LYNN	\$75.93
19	CHAFFIN, JOY L	\$42.67
20	CHAPMAN, PHILIP EDWARD	\$56.44
21	CLOUD, JAY DAVID	\$397.97
22	COLE JR, WOODROW WILSON	\$42.67
23	COLLEY, SHERRELL GENE	\$336.59
24	DAVILA JR, FERNANDO	\$248.04
25	DAVIS, DON H	\$409.26
26	DE BORDE, ALFRED ALLEN	\$91.11
27	DEAN, JOHN W	\$71.16
28	DELGADO, HUMBERTO	\$106.68
29	DICKERSON, DAVID GLENN	\$71.16
30	EBERLE, RUTH ANNE	\$28.42

No.	Payee Name	Gross Amount
31	GAILEY, ROBERT L	\$110.04
32	GANTENBEIN, JAY WENDELL	\$115.11
33	GAUS, JAMES ALEXANDER	\$166.07
34	GONZALEZ, JUAN	\$92.17
35	GOODMAN, EDNA E CHAPPELL	\$70.96
36	GRAHAM, AUBREY EUGENE	\$263.21
37	GREEN, JEANNIE M	\$515.40
38	GREEN, JOHN FRANKLIN	\$582.24
39	GREEN, WILLIAM O	\$270.17
40	HAMALA, DANIEL EUGENE	\$335.05
41	HARRINGTON, MARVIN LEE	\$52.40
42	HAYDOCK, RICHARD TERRELL	\$24.54
43	HENDREY, BILLIE L	\$58.95
44	HERRON, ROBERT D	\$77.20
45	HUDSON, GLENN RAY	\$136.19
46	JACOB, GARTH MALLAU	\$174.43
47	JARDON, MARTIN SCOTT	\$293.43
48	JOHNSON, BILL MACK	\$25.33
49	JOHNSON, JR, CHARLES LLOYD	\$474.51
50	KEMP, CARL A	\$514.94
51	KNOTT, WILLIAM MICHAEL	\$155.80
52	LIEDER, DARREL EUGENE	\$309.30
53	LITTLE, VAN TOMMY	\$37.30
54	LOYD, LOUIS KEITH	\$434.13
55	MALONE, DREW DANIEL	\$81.80
56	MALONE, PAUL DAVID	\$81.49
57	MELANSON, WILLIAM ARTHUR	\$95.71
58	MENARD JR, KENNETH JOHN	\$85.59
59	MESA, JOE	\$437.03
60	MILLS, CLINTON I	\$62.85
61	MORGAN, DAVID PRENTISS	\$62.11
62	MORGAN, GREGORY PAT	\$175.16

No.	Payee Name	Gross Amount
63	MORRIS, JERRY WAYNE	\$307.52
64	NEVEDOMSKY, VANCE DEAN	\$210.60
65	PARRISH, RONALD G	\$70.28
66	PATTERSON, GEORGE HOLLIS	\$53.07
67	PERRY, MARY L	\$93.69
68	PHILLIPS, DAVID WAYNE	\$70.12
69	PIPKIN, SAMUEL P	\$76.27
70	POWELL, MATT THOMAS	\$55.09
71	RADWAN, SUSAN B	\$242.46
72	RAILEY, JERRY F	\$454.83
73	RATISSEAU JR, ROGER ANTHONY	\$45.79
74	RECORDS, MICHAEL ALLAN	\$46.69
75	REED, KENNETH GLENN	\$319.66
76	REYNOLDS, JOSEPH LAVON	\$152.14
77	SANDERS, NELDA	\$23.72
78	SCHULZE, JULIA A	\$71.84
79	SORENSEN SR, JAMES CARL	\$84.98
80	STACK JR, HORACE W	\$292.30
81	STACK, ARGELIA C	\$156.85
82	STALEY, RUSSELL LOWELL	\$123.54
83	TAYLOR, RONALD WESLEY	\$33.73
84	THOMPSON, LON SHELBY	\$318.72
85	THOMPSON, MARLENE	\$48.65
86	TULLGREN, GEORGE EDWIN	\$326.15
87	TURNER, NELSON LEWIS	\$371.43
88	TURNER, RODGER ALLEN	\$413.64
89	URSPRUNG, ELLIE MARIE	\$69.00
90	VANDAGRIFF, MARK ALLAN	\$99.01
91	VARLEY, JAMES CLYDE	\$683.32
92	VASQUEZ, JOSEPH MICHAEL	\$126.39
93	VEAZEY, GARY ROB	\$574.39
94	WEAVER, DARRELL WAYNE	\$579.57

Amendment Effective Date:
February 1, 2020

No.	Payee Name	Gross Amount
95	WHITE, JOHN DAVID	\$248.41
96	WILLIAMS, DONNY RAY	\$97.80
97	WILLIS, SCOTT D	\$217.92
98	WOOD, WANDA JO	\$45.52
99	WORKMAN, EMMA GARLENE	\$56.52
100	ZAFEREO, PETER DEWAYNE	\$86.82
		\$18,474.87



Legislation Details (With Text)

File #: CON 20-002 **Version:** 1 **Name:**
Type: Contract **Status:** Agenda Ready
File created: 1/13/2020 **In control:** City Council
On agenda: 1/21/2020 **Final action:**
Title: Consideration of and action on the request of an extension for the Sports Organization Utilization Agreements thru March 2020.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council		

Consideration of and action on the request of an extension for the Sports Organization Utilization Agreements thru March 2020.

Summary: City is working with sports organizations to make revisions to the sports organization utilization agreements to make aspects of the agreements suitable for both the organizations and the City. Discussions have been ongoing with the Parks and Recreation Department and Presidents from the sports organizations on several items such as field usage, public access, maintenance and others are being considered and revised. In addition, a discussion item was on the January 6, 2020 Parks and Recreation Commission agenda related to these revisions. Staff has been tasked with researching and consulting with outside entities for various items. Staff is now in the process of those actions.

On December 3, 2019, Deer Park City Council approved extending to the 2019 Sports Organization Utilization Agreements through the end of January. Because of the aforementioned discussions, staff is recommending that this contract extension be amended to extend the contract through March 31, 2020.

Fiscal/Budgetary Impact:

N/A

Approve the request of an extension for the 2019 Sports Organization Utilization Agreements for 2019 thru March 2020.



Legislation Details (With Text)

File #: POL 20-001 **Version:** 1 **Name:**
Type: Policy **Status:** Agenda Ready
File created: 1/10/2020 **In control:** City Council
On agenda: 1/21/2020 **Final action:**
Title: Consideration of and action on amending the Post-Issuance Compliance Policy and Procedures Manual.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [Post Issuance Compliance Policy 01.21.20](#)

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council		

Consideration of and action on amending the Post-Issuance Compliance Policy and Procedures Manual.

Summary: On November 5, 2013, the City adopted a Post-Issuance Compliance Policy and Procedures Manual to monitor the requirements of section 148 of the IRS Tax Code. These procedures should address matters related to post-issuance of tax-exempt debt including proper and timely use of debt proceeds, arbitrage, private business use, records retention, etc. The current policy does reference the continuing disclosure requirements of SEC Rule 15c2-12. The updated policy includes a list of the 16 material events that would require a timely material event notice to be filed with the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access ("EMMA") system:

- a. Principal and interest payment delinquencies
- b. Non-payment related defaults, if material
- c. Unscheduled draws on debt service reserves reflecting financial difficulties
- d. Unscheduled draws on credit enhancements reflecting financial difficulties
- e. Substitution of credit or liquidity providers, or their failure to perform
- f. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form S701-TEB), or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
- g. Modifications to rights of holders of the security, if material

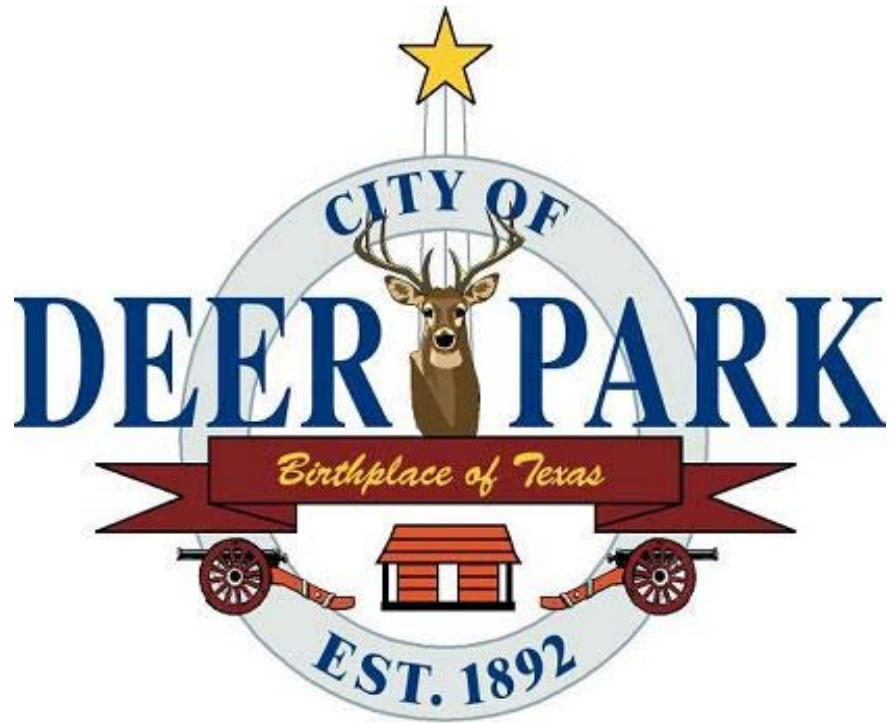
- h. Bond calls, if material, and tender offers
- i. Defeasances
- j. Release, substitution, or sale of property securing repayment of the security, if material
- k. Rating changes
- l. Bankruptcy, insolvency, receivership, or similar event of the City or another obligated person
- m. The consummation of a merger, consolidation, or acquisition involving the City or another obligated person or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of 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
- n. Appointment of a successor or additional trustee or the change of name of a trustee, if material
- o. Incurrence of a financial obligation (other than municipal securities for which a continuing disclosure agreement is entered into and an official statement is filed with the MSRB) 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 obligated person, any of which affect security holders, if material
- p. 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

Items “o” and “p” were most recently added to the above list of material events. Relative to those two events, the term “financial obligation” means (i) a debt obligation, (ii) a 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) a guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

Fiscal/Budgetary Impact:

N/A.

Approve the Post-Issuance Compliance Policy and Procedures Manual dated January 21, 2020.



UPDATED JANUARY 21, 2020

**CITY OF DEER PARK
POST-ISSUANCE COMPLIANCE
POLICY AND PROCEDURES MANUAL**

TABLE OF CONTENTS

Purpose.....	1
Arbitrage – Yield Restriction and Rebate	2
Private Business Use.....	6
Reissuance.....	8
Records Retention.....	9
Matters of Due Diligence.....	14
Corrective Action for Non-Compliance.....	16

PURPOSE

A. *Purpose*

The purpose of this post-issuance compliance policy and procedures manual is to adopt policies and procedures to guide the City of Deer Park (the "City") in meeting the requirements of the Internal Revenue Code of 1986, as amended, and Treasury Regulations promulgated thereunder (collectively, the "Tax Code") concerning tax-exempt and tax-advantaged debt ("debt issuances"). These requirements include restrictions on the use of proceeds, arbitrage yield restrictions, and the arbitrage rebate requirement. In general, these requirements are applicable throughout the period the debt issuance remains outstanding.

Non-compliance with the requirements of the Tax Code may result in fines and/or loss of the preferential status of the City's debt issuances. This manual shall incorporate the appropriate policies and procedures to demonstrate compliance with the associated Federal regulations. It shall be reviewed and updated or revised, as necessary, to reflect the most current Federal regulations relative to the City's debt issuances.

B. *Responsible Parties*

As an issuer of debt obligations, the City is responsible for post-issuance compliance with respect to its debt issuances. The Director of Finance, serving as the Compliance Officer, shall be primarily responsible for ensuring that the City successfully carries out its post-issuance compliance requirements relative to all debt issuances of the City. The Compliance Officer shall be assisted by other City staff and officials as well as the Bond Counsel, Financial Advisor, and Arbitrage Consultant.

The Compliance Officer shall coordinate the efforts of all parties to ensure compliance with the Tax Code. This shall include working with the Records Management Officer to maintain and preserve the appropriate records identified herein.

City staff shall receive training and educational materials in order to fully understand the requirements for post-issuance compliance and their respective roles and responsibilities.

ARBITRAGE – YIELD RESTRICTION AND REBATE

A. *Definitions*

"Arbitrage" is the price differential, or profit made, from investing inherently lower yielding debt issuance proceeds in higher yielding taxable investments. It represents the difference between the yield on an issuer's debt issuance and the investment income earned on the proceeds invested in taxable instruments.

"Arbitrage rebate" refers to the positive or negative amount that must be paid (rebated) to the federal government. Positive arbitrage results when the overall investment yield on the gross proceeds exceeds the yield on the debt issuance. Negative arbitrage results when the overall investment yield on the gross proceeds is less than the yield on the debt issuance. If the overall investment yield on the gross proceeds equals the yield on the debt issuance, there is no arbitrage.

B. *Areas of Arbitrage Compliance To Be Addressed*

1. The yield restriction requirements set forth various investment yield limitation conditions for different categories of gross proceeds from a debt issuance (e.g., construction, refunding escrow, debt service, and reserve funds). The issuer should meet these various yield restriction conditions to avoid compromising the tax-exempt or tax-advantaged status of the debt issuance. Since the yield restriction requirements are specific to a debt issuance it is recommended that the City consult with the Arbitrage Consultant and/or Bond Counsel to determine the specific yield restriction requirements for each debt issuance.

The most common yield restriction constraint for an issuer is related to construction funds. Generally, if there are unexpended project/construction proceeds at the end of the initial 3-year temporary period in excess of the minor portion (the lesser of \$100,000 or 5 percent of the sale proceeds of the debt issuance), an issuer may no longer invest the remaining proceeds above the materially higher yield (debt issuance yield + 0.125 percent) without taking corrective actions to remedy interest earnings above the materially higher yield. The issuer must yield restrict the proceeds below the materially higher yield, or a yield reduction payment report will be required. Any yield reduction payment under the yield restriction requirements must be paid per the same deadlines as the arbitrage rebate requirements, which is every five years after the date of issuance (or earlier if elected) through and including the final maturity.

2. The arbitrage rebate requirements identify what must be done with any arbitrage (profits or earnings) above the yield earned on the investment of the gross proceeds of the debt issuance. Arbitrage on gross proceeds must be rebated to the federal government every five years after the date of issuance (or earlier if elected) through and including the final maturity ("filing date").

C. *Purpose of the Tax Code Regarding Arbitrage*

The Tax Code was put into place to minimize the benefits of investing tax-exempt or tax-advantaged debt proceeds, thus encouraging expenditures for the governmental purpose of the debt issuance and to remove the incentive to (1) issue debt earlier than needed, (2) leave debt outstanding longer than necessary, and/or (3) issue more debt than necessary for a governmental purpose.

D. *Funds Subject to Arbitrage Compliance*

As of August 31, 1986, governmental debt issuances, which include debt issuances of the City, are subject to arbitrage compliance.

The following funds and proceeds of a debt issuance are defined as "Gross Proceeds" of a debt issuance: sale proceeds, investment proceeds, replacement proceeds (e.g., debt service funds, reserve funds, and pledged funds), and transferred proceeds (if an old debt issuance has been refunded by a new debt issuance and the old debt issuance has unspent funds, such funds may "transfer" to the new debt issuance).

One of the most common funds subject to arbitrage rebate that is not funded from sale proceeds is the debt service fund. The debt service fund receives a majority of its funding from tax revenues. Amounts in the debt service fund less any portion that is a "bona fide debt service fund" are required to be included in the arbitrage rebate calculation. The "bona fide" portion of the debt service fund is the amount not depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of:

- a. The earnings on the fund for the immediate preceding bond year; or
- b. One-twelfth of the principal and interest payments on the debt issuance for the immediately preceding bond year.

E. *Exceptions to the Rebate Requirements*

The Tax Code sets forth general rebate requirements for debt issuances. The general rule is that any arbitrage earned must be determined and reported to the federal government every fifth anniversary date after the date of issuance of the debt issuance and on the final maturity, or as elected. Arbitrage rebate is essentially 100 percent of investment earnings in excess of the debt issuance's yield. There are several exceptions to the arbitrage and rebate requirements, and if any one of these exceptions are met, all or a portion of the debt issuance's proceeds are not subject to the rebate requirements. The City shall consult with the Arbitrage Consultant and/or Bond Counsel to determine if the debt issuance is eligible for a particular exception, to establish the appropriate investment plan for the debt issuance proceeds, and to assess whether the exception requirements were met.

Spending exceptions and the associated requirements are described below. The City must still comply with yield restriction requirements unless it meets a separate yield restriction exception. There may be special elections and circumstances for a debt issuance that can

affect how these exceptions are tested. The City shall seek advice from the Arbitrage Consultant and/or Bond Counsel before any action is taken.

6-Month Spending Exception: If all gross proceeds and actual interest earnings are spent within 6-months after issuance, the interest earned during that period is not subject to the rebate requirements. The following intermediate expenditure requirements are necessary: 95 percent by 6 months and 100 percent within 12 months.

If there are unspent proceeds remaining at the end of the 6-month period, an issuer may still qualify for the spending exception if the remaining amount is 5 percent or less and is spent within 6 months from the end of the 6-month spending date.

18-Month Spending Exception: If a debt issuance does not qualify as a construction issuance (75 percent of the debt issuance actually spent on construction) then the debt issuance is eligible for the 18-month spending exception, but not the 2-year spending exception. If all gross proceeds and expected interest earnings for the 6-month and 12-month period and actual interest for the 18-month period is spent within 18-months according to a strict timetable, the interest earned during that period is not subject to the rebate requirements. The following intermediate expenditure requirements are necessary: 15 percent by 6 months, 60 percent by 12 months, and 100 percent by 18 months.

If there are unspent proceeds remaining at the end of the 18-month period, an issuer may still qualify for the spending exception under the following conditions:

- a. A reasonable retainage amount of 5 percent or less is allowed for business purposes and the retainage is spent within 12 months from the end of the 18-month spending date; or
- b. If the remaining amount does not exceed the lesser of \$250,000 or 3 percent of the issue price and due diligence is exercised to complete the project and spend the remaining project/construction proceeds.

2-Year Spending Exception: If a debt issuance qualifies as a construction issuance (75 percent of the debt issuance is actually spent on construction) and all gross proceeds and expected interest earnings for the 6-month, 12-month, and 18-month period and actual interest for the 24-month period are spent within 2 years according to a strict timetable, then interest earned during that period is not subject to the rebate requirements. The following intermediate expenditure requirements are necessary: 10 percent by 6 months, 45 percent by 12 months, 75 percent by 18 months, and 100 percent by 2-years.

If there are unspent proceeds remaining at the end of the 2-year period, an issuer may still qualify for the spending exception under the following conditions:

- a. A reasonable retainage amount of 5 percent or less is allowed for business purposes and the retainage is spent within 12 months from the end of the 2-year spending date; or

- b. If the remaining amount does not exceed the lesser of \$250,000 or 3 percent of the issue price and due diligence is exercised to complete the project and spend the remaining project/construction proceeds.

Small Issuer Exception: General taxing authorities reasonably expecting to issue \$5,000,000 or less in tax-exempt or tax-advantaged debt during each calendar year (cumulative for all debt issuances) may qualify for the small issuer exception to the rebate requirements. Issuers must still satisfy the yield restriction requirements. At least 95 percent of the proceeds must be used for local governmental activities of the issuer or by governmental units located within the issuer's boundaries.

Additional requirements relative to refunding debt issuances include the following:

- a. The debt being refunded (old debt issuance) must have qualified for the small issuer exception.
- b. The weighted average maturity of the refunding debt issuance (new debt issuance) must not exceed the weighted average maturity of the refunded debt (old debt issuance). Current refunding debt issuances that have a three year or less weighted average maturity are exempt from the weighted average maturity test issuer must have general taxing powers.
- c. The refunding debt (new debt issuance) must not mature more than thirty years after the issuance of the original refunded debt (old debt issuance).

PRIVATE BUSINESS USE

A. *General*

1. To confirm that the debt issuance serves governmental purposes rather than providing proscribed benefits to nongovernmental persons engaged in “private business” activity, it must be determined whether the City expects that there will be any private business use of the proceeds of the debt issuance. Private business use exists if more than five percent (and, in certain circumstances, ten percent) of the proceeds of the issue or the property to be financed by the debt issuance are used directly or indirectly by any nongovernmental person in that person’s trade or business. In addition, no more than five percent (and, in certain circumstances, ten percent) of the proceeds of an issue may be secured directly or indirectly by property or payments derived from private business use under the “private security or payment test.” Private business use may occur due to arrangements (typically contractual) that give nongovernmental persons special legal entitlements with respect to the use of bond-financed property (including a sale or other transfer of bond-financed property to a nongovernmental person). Finally, no more than five percent of the proceeds of an issue of bonds may be used to make loans or arrangements that allow a nongovernmental person to defer payments that it is obligated to make with respect to the financed property or the bonds.
2. The Compliance Officer shall coordinate with the parties responsible for the use and operation of a bond-financed facility by communicating the private business use restrictions to such parties and requiring that all activity that may give rise to such use be communicated to the Compliance Officer in advance of such use. The Compliance Officer is responsible for tracking trade or business activity by third parties as it relates to each debt issuance and will monitor such activity no less frequently than annually and, in any event, upon being notified of any new activity that will give rise to a significant amount of trade or business activity by a third party.

B. *Special Legal Entitlements that Can Create Private Business Use*

1. A special legal entitlement that can create private business use can arise from arrangements that convey ownership rights, leasehold rights or management rights (e.g., priority rights to use the facility) or other similar rights. Recognizing that a special legal entitlement may give rise to private business use, each time the City intends to enter into one of the following, the City shall determine if such agreement relates to any bond-financed facility:

- a. Management and other service contracts
 - b. Research agreements
 - c. Naming rights contracts
 - d. Ownership
 - e. Leases
 - f. Subleases
 - g. Leasehold improvement contracts
 - h. Joint venture arrangements
 - i. Limited liability corporation arrangements
 - j. Partnership agreements
 - k. Non-contractual use of bond-financed office space and/or parking facilities by any nongovernmental person
 - l. Any other contract conferring a special legal entitlement or special economic benefit that are comparable to ownership
2. If such an agreement will be with respect to a bond-financed facility, the City shall take measures designed to preserve the intended federal income tax status of that issue of Bonds. Such measures may include ensuring that such agreement falls into an applicable exception under the private business use rules, making a determination that private use will not exceed the applicable limit, or such other action as may be recommended by Bond Counsel, including taking remedial actions with respect to the issue of Bonds whose federal tax status is implicated.

REISSUANCE

Prior to making any changes to the terms of an obligation, including its underlying security, the City shall consult with Bond Counsel to determine whether such change will result in the reissuance of such obligation for federal tax law purposes. If it is determined that a change will result in a reissuance, the City shall take such action, including the recalculation of yield, the filing of a new Form 8038-G and the payment of rebate obligations, as is necessary, to maintain the tax status of the bonds.

RECORDS RETENTION

A. *General Overview*

1. Debt Not Refunded: Currently the IRS records retention requirements are to keep all records, data and documents associated with non-refunded debt issuances for three years past the final maturity date of the debt issuance.
2. Refunded Debt: Since the refunding debt issuance (new debt issuance) is dependent on the tax-exempt or tax-advantaged status of the refunded debt issuance (old debt issuance), all records are required to be maintained for three years past the final maturity pertaining to the new and old debt issuances (the new debt issuance).

B. *Records Retention*

1. Hard Copy (Paper) Storage: The City shall maintain a designated storage box or container for each debt issuance. This box shall clearly display a description of the debt issuance and shall contain the required information specified herein. Access shall be controlled by the City Secretary, serving as the Records Management Officer, and shall be restricted to persons authorized by the Compliance Officer. Records for each debt issuance shall be maintained for the period described above, which shall supersede any and all other records retention schedules applicable to the City.
2. Electronic Data Storage: In lieu of hard (paper) copies, the City may store the records associated with each debt issuance in an electronic format if the records are retained in an organized, accessible format that preserves the accuracy of the documentation. The required records must be maintained separately for each debt issuance in accordance with the following system guidelines, as set forth in Revenue Procedure 97-22, 1997-1 C.B. 652 (Recordkeeping requirements – electronic storage system):
 - a. There must be an accurate and complete transfer of the hard copy documentation to the electronic format which shall also include a functional retrieval system.
 - b. There must be reasonable controls and quality assurance for any electronic storage system, with access in accordance with the same restrictions as the hard copy documentation.
 - c. The system must not be subject to any agreement that would limit or deny the IRS access or use of the system.
3. The City shall provide copies of any records requested by the IRS. Further, the City shall furnish to the IRS a complete description of the records management system, including storage, retention, retrieval, etc.

C. *Records Destruction*

The City shall maintain a destruction log for all debt issuances whose records are destroyed following the IRS mandated retention period. This log shall include a description of the debt issuance, the allowable destruction date, and the actual date the records were destroyed. The log shall include the signature of the Compliance Officer and a witness next to each entry indicating authorization for the records destruction. This log shall be maintained in the office of the Director of Finance (Compliance Officer). Access to the log will be restricted as authorized by the Compliance Officer.

D. *Required Information to be Stored for Each Debt Issuance*

1. The Records Management Officer shall maintain copies of the following documents on file at all times:
 - a. Audited Financial Statements
 - b. Reports of any examinations of the City's debt issuances by the IRS
2. For each debt issuance, the Records Management Officer shall maintain copies of the following in accordance with the IRS records retention requirements described above, which shall supersede any and all City records retention schedules.
 - a. Bond transcript, including authorizing documents, offering document, the federal tax certificate, and certificates regarding issue price
 - b. Minutes and resolution(s) authorizing the issuance
 - c. Documentation of any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
 - d. Records relating to the payment of debt service (including credit enhancement)
 - e. Documentation relating to investments and arbitrage compliance
 - f. Documentary evidence of when and for what purpose the bond proceeds were expended
 - g. Any grant requests or fund raising materials and documentation of grant funding or fund raising receipts relating to projects that also may be financed, in whole or in part, by the debt issuances
 - h. Any agreement for private business use that relates to a facility financed by any debt issuances
 - i. Bond paying agent/trustee statements
 - j. Rebate compliance reports and any related IRS filings (e.g., Form 8038-T)
 - k. IRS correspondence related to any debt issuances

1. Any other documentation and correspondence material to the particular requirements applicable to the tax status of the debt issuances
3. In order to compute the yield on the investments, the Finance Department shall maintain trust statements (or the equivalent) showing detailed investment activity for the entire computation period for each fund/account in which gross proceeds of the debt issuance were held. At the conclusion of the annual audit for each fiscal period, these statements shall be provided to the Records Management Officer to be filed with the records for each respective debt issuance.

Investment information must be recorded on a daily transactional level and, in addition to investment reports or statements, may also include general ledgers, investment bids and confirmations, etc.

4. In a joint effort with the department responsible for the project expenditures, the Finance Department shall capture expenditure information to be maintained as part of the debt issuance record. This information shall include the following:
 - a. Description of expenditure
 - b. Date of expenditure
 - c. Amount of expenditure
 - d. Invoices
 - e. Proof of payment (cancelled check, wire confirmation, etc.)
5. The City shall allocate gross proceeds of a debt issuance to expenditures in a timely manner, as set forth herein and shall retain documentation thereof. Any allocation of gross proceeds to expenditures must involve a current outlay of cash for the governmental purpose of the debt issuance. A current outlay of cash is an outlay reasonably expected to occur within five banking days after the date of an allocation. If an expenditure is paid by check, the outlay shall be the date the check is mailed given the expectation that the check is expected to be cashed within five banking days.
 - a. Reasonable allocation methods for allocating funds from different sources to expenditures for the same governmental purpose include any of the following methods if consistently applied:

- i. The first in, first out ("FIFO") method permits the City to put the proceeds of more than one debt issuance into a single account (commingle) and treat all expenditures as coming from the proceeds of the first debt issuance until they are fully spent.
 - ii. The gross proceeds spent first method is used when available funds include tax revenues, private contributions, etc., in addition to debt issuance proceeds. The debt issuance proceeds are treated as spent first.
 - iii. The specific tracing method permits the City to keep proceeds from different debt issuances in separate accounts. Costs may be charged to any debt issuance at the City's discretion.
 - iv. The ratable allocation method permits the City to place proceeds of more than one debt issuance into a single account (commingle) and treat expenditures as coming from proceeds of each debt issuance that contributed proceeds to that single account. The expenditures are allocated to each debt issuance ratably based on each debt issuance's proportionate ownership of the account.
 - b. For debt issuances issued on or after May 16, 1997, the City shall account for the allocation of proceeds to expenditures not more than 18 months after the later of (i) the date the expenditure is paid, or (ii) the date the project, if any, that is financed by the debt issuance is placed into service. In either case, this allocation must be made by the earlier of 60 days after the fifth anniversary of the issuance date or the date 60 days after the retirement of the debt issuance.
6. Documentation must be maintained regarding the allocation of investments in a commingled fund. The Tax Code requires that all payments and receipts on investments held in a commingled fund must be allocated to the different sources/investments in the fund not less frequently than the close of a consistently used fiscal period (not in excess of three months). The City's fiscal period ends on September 30 of each year. This allocation must be based on a consistently applied, reasonable ratable allocation. Currently, the City allocates all payments and receipts on a monthly basis.
7. Documentation must be maintained to support the qualified use of proceeds, property financed, and private business use (defined herein). The qualified use of proceeds, property financed, and private business use limitations by the debt issuance shall be identified and continually monitored to ensure compliance with the limitations as defined in the debt issuance documents or, if more restrictive, state law or the limitations of the Tax Code. The Compliance Officer shall ensure such limitations are in compliance with debt issuance documents or, if more restrictive, state law or the limitations of the Tax Code. Further, the City shall communicate the private business use restrictions to the party responsible for the use and operation of a bond-financed facility and shall require that all activity that may give rise to such private business use be communicated to the City in advance of such use.

8. Documentation must be maintained showing the issuance price determination and the volume cap allocation limitations of the debt issuance. The issuance price and volume cap allocation activity limitations shall be identified and monitored to ensure compliance with the limitations as defined in the debt issuance documents or, if more restrictive, state law or the limitations of the Tax Code. The Compliance Officer shall ensure such limitations are in compliance with the debt issuance documents or, if more restrictive, state law or the limitations of the Tax Code.
9. The City shall maintain documentation showing that investments were purchased or sold at a fair value. The City may not purchase an investment at a price in excess of fair market value with gross proceeds of the debt issuance. Conversely, the City may not sell an investment purchased with gross proceeds at a price lower than fair market value. In dealing with fair market value requirements, the Tax Code specifically provides three safe harbor categories of investments:
 - a. Securities traded on an established market from a willing seller in a bona fide arm's-length transaction.
 - b. Certificates of deposit purchased using a safe harbor under the Tax Code. The safe harbor is available only for certificates that have a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal.
 - c. Guaranteed investment contracts purchased using a three-bid safe harbor under the Tax Code.

MATTERS OF DUE DILIGENCE

A. *Annual Review*

This policy and procedures manual shall be reviewed annually to confirm that all necessary procedures are in place to identify matters of non-compliance. The Compliance Officer shall complete the annual review of all debt issuances prior to the end of each calendar year. The City shall take corrective action(s) as necessary to address matters of non-compliance in a timely manner.

B. *Training*

The Compliance Officer shall take all necessary steps to maintain an adequate understanding of post-issuance compliance requirements relating to the debt issuances. The City shall provide the necessary training to the Compliance Officer and other City staff on matters related to post-issuance compliance, including arbitrage rebate.

C. *Continuing Disclosure*

Continuing disclosure consists of important information about a debt issuance that arises after the initial debt issuance. The purpose of this information is to report the financial condition of the issuer and to disclose specific events subsequent to the debt issuance that may impact (1) the issuer's ability to pay principal and interest when due, (2) the value of the bond if it is bought or sold prior to its maturity, and/or (3) other key features of the debt issuance.

In accordance with SEC rule 15c2-12, the City shall furnish the necessary documentation to satisfy continuing disclosure requirements. Information shall be disclosed for each debt issuance and shall include annual financial information and material event notices. The Compliance Officer is primarily responsible for undertaking such continuing disclosure obligations and shall monitor compliance with such obligations.

The City shall timely file a material event notice with the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access ("EMMA") system if there is an occurrence of any of the following 16 events described in SEC rule 15c2-12:

- a. Principal and interest payment delinquencies
- b. Non-payment related defaults, if material
- c. Unscheduled draws on debt service reserves reflecting financial difficulties
- d. Unscheduled draws on credit enhancements reflecting financial difficulties
- e. Substitution of credit or liquidity providers, or their failure to perform

- f. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form S701-TEB), or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
- g. Modifications to rights of holders of the security, if material
- h. Bond calls, if material, and tender offers
- i. Defeasances
- j. Release, substitution, or sale of property securing repayment of the security, if material
- k. Rating changes
- l. Bankruptcy, insolvency, receivership, or similar event of the City or another obligated person
- m. The consummation of a merger, consolidation, or acquisition involving the City or another obligated person or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of 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
- n. Appointment of a successor or additional trustee or the change of name of a trustee, if material
- o. Incurrence of a financial obligation (other than municipal securities for which a continuing disclosure agreement is entered into and an official statement is filed with the MSRB) 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 obligated person, any of which affect security holders, if material
- p. 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: for purposes of the last two items on the above list, the term “financial obligation” means (i) a debt obligation, (ii) a 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) a guarantee of (i) or (ii). Financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with this rule.

CORRECTIVE ACTION FOR NON-COMPLIANCE

If it is determined that the City has not complied with the Tax Code or these policies and procedures related to post-issuance compliance of any debt issuance, the City shall take the appropriate corrective action to remedy such non-compliance in accordance with the Tax Code.

The City shall seek to resolve non-compliance issues in a timely manner in order to reduce penalties and interest (note: a 60-day resolution period is recommended). Corrective action may include, but is not limited to, the following:

- A. Notify the Compliance Officer.
- B. Notify the Bond Counsel, Arbitrage Consultant, and/or Financial Advisors.
- C. Take a remedial action described under Section 1.141-12 (Remedial actions) of the Tax Code.
- D. Take the appropriate remedial action as advised by Bond Counsel. Remedies may include, but are not limited to:
 - 1. Enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program ("VCAP").
 - 2. Pay all past due arbitrage rebate or yield restriction liabilities to the IRS, including a letter of explanation for the late payment, etc.
 - 3. Review this policy and procedures manual and implement any new procedures as necessary to ensure future compliance.



Legislation Details (With Text)

File #: ORD 19-105 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 11/8/2019 **In control:** City Council

On agenda: 1/21/2020 **Final action:**

Title: Consideration of and action on an ordinance amending the Fiscal Year 2019-2020 Capital Improvements Fund Budget for repairs to the outdoor warning (siren) system.

Sponsors:

Indexes: Public Safety

Code sections:

Attachments: [Ord - Amend Budget FY20 Sirens](#)
[Crosspoint Quote - Siren Repairs](#)

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council		

Consideration of and action on an ordinance amending the Fiscal Year 2019-2020 Capital Improvements Fund Budget for repairs to the outdoor warning (siren) system.

Summary:

The City currently operates 10 outdoor warning sirens located throughout the community. Due to the age of the system and outdated technology, the system has been problematic and unreliable in recent years. At the May 21, 2019 Council Meeting, the City Council authorized funding for the second and third phase of the project to upgrade the technology and provide the City's emergency dispatch center with real-time visibility of each site's status. The Deer Park Local Emergency Planning Committee (LEPC) has already funded the first phase of the upgrade, which included the dispatch equipment and three of the 10 siren sites. Due to safety concerns, the City agreed to fund Phase 2 and Phase 3 of the Whelen Outdoor Warning (Siren) System upgrade with the Deer Park LEPC to reimburse the City over the ensuing two years. Crosspoint Communications, through the BuyBoard Cooperative Purchasing Program (Contract #524-17), was hired to complete the system upgrade.

During the replacement of the system components, Crosspoint Communications identified the need for additional component replacements. Crosspoint Communications has provided a price quote of \$52,517.81 to complete these repairs. The Deer Park LEPC Executive Committee has asked the City to fund these additional repairs with the agreement that the LEPC will reimburse the City. The City is funding Phase 2 and Phase 3 of the project using the fund balance of the General Fund assigned for disaster response/repair. That assigned fund balance is also available to fund these additional repairs of \$52,517.81. When the LEPC reimburses the City over the next three years, those funds will also be designated as assigned fund balance to restore that balance to the current \$816,000.00.

Fiscal Budget Impact:

Increase the Fiscal Year 2019-2020 Capital Improvements Fund Budget for the amount of \$52,517.81 for the purchase of additional repairs to the Whelen Outdoor Siren System Upgrade (Account 090-303-49030, Improvements Other Than Buildings) to be funded by the transfer of assigned fund balance from the General Fund, which is available for this purpose. The \$52,517.81 cost of this repair plus the \$112,590.19 previously approved to purchase Phase 2 and Phase 3 of the system will then be reimbursed by the Deer Park LEPC over the next three years, which includes the current fiscal year. At the time of payment, the monies will be returned to assigned fund balance of the General Fund for disaster response/repair (total reimbursement of \$165,108.00).

Approve the ordinance amending the Fiscal Year 2019-2020 Capital Improvements Fund Budget for the outdoor warning (siren) system repairs.

ORDINANCE NO. _____

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.

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

I.

That the City of Deer Park's budget for the fiscal year ending September 30, 2020 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

II.

That the City currently operates 10 outdoor warning sirens located throughout the community, with most of the siren sites 15–20 years old resulting in varying levels of performance effectiveness and reliability.

III.

That the Deer Park Local Emergency Planning Committee (LEPC) is funding an upgrade to the outdoor warning system to enhance system reliability and afford the City's emergency dispatch center with real-time visibility of each site's status, but due to budget constraints had scheduled the work over a three-year period.

IV.

That the Deer Park LEPC has already funded the first phase (year one) of the upgrade, which included the dispatch equipment and three of the 10 siren sites.

V.

That due to safety concerns, the City Council, on May 21, 2019, authorized the purchase of Phase 2 and Phase 3 of the Whelen Outdoor Siren System Upgrade from Crosspoint Communications through the BuyBoard Cooperative Purchasing Program at a cost of \$112,590.19 to be funded from the fund balance of the General Fund assigned for disaster response/repair, which is available for this purpose.

VI.

That during the replacement of the system components, Crosspoint Communications has identified the need for additional component replacements at a cost of \$52,517.81.

VII.

That the Deer Park LEPC has asked to City to fund these additional repairs with the understanding that the Deer Park LEPC will reimburse the additional cost of \$52,517.81 for a total reimbursement of the \$165,108.00 being funded by the City to be paid over a three-year period at which time of payment the monies will be returned to the assigned fund balance of the General Fund for disaster response/repair.

VIII.

That to complete the purchase of the additional component replacements of the Whelen Outdoor Siren System Upgrade, it is necessary to amend the Capital Improvements Fund budget for the fiscal year ending September 30, 2020 to appropriate an additional \$52,517.81.

IX.

That funding for the amendment to the expenditures of the adopted budget of the Capital Improvements Fund for the fiscal year ending September 30, 2020 will include the total amount of \$52,517.81 to be funded by the transfer of fund balance assigned for disaster response/repair in the General Fund to the Capital Improvements Fund.

X.

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2020, be, and the same is hereby, in all respects finally approved and amended as so described and shall be, and is hereby, filed with the City Secretary of said City.

XI.

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

XII.

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

XIII.

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.

XIV.

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 _____, 2020 **by a vote of** _____ **“Ayes” and** _____ **“Noes”.**

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney

QUOTATION Q-13625

Bill To:

City of Deer Park
2911 Center Street
Deer Park, Texas 77536
United States

Ship To:

City of Deer Park
2911 Center Street
Deer Park, Texas 77536
United States

Contact: Kellie Bass

Phone: (281) 478-7228

Mobile:

Email: kbass@deerparktx.org

Date:

1/10/2020 10:23 AM

Pricing Valid for 30 Days

Terms:

Net 30

Qty	Item #	Description	Unit Price	Ext Price
25	43-0264009-00	WPS SERIES SPEAKER DRIVER	\$1,350.00	\$33,750.00
5	01-0485548-00	WPS AMPLIFIER	\$764.29	\$3,821.45
1	46-0969239-00	Motherboard to power amp harness, wps series siren	\$35.00	\$35.00
1	Labor Install	Labor to install new drivers with 77 foot bucket truck rental	\$14,111.36	\$14,111.36
1	Processing and Handling	Processing and Handling	\$800.00	\$800.00
TOTAL:				\$52,517.81

Additional Notes:

Customer Approval _____

For Financing options including 0% for up to 24 months [click here!](#)

Account Manager: Sam Shimfessel

Phone: (281) 924-9804

Mobile: +1 2819249804

Email: sshimfessel@crosspointcomm.com

Processing & Handling: \$0.00

Subtotal: \$52,517.81

Tax: \$0.00

Total Quote: \$52,517.81

Sales tax is estimated and will follow the applicable state sales tax rate.

Crosspoint Communications Confidential & Proprietary



Legislation Details (With Text)

File #:	PUR 20-003	Version:	1	Name:	
Type:	Purchase	Status:		Agenda Ready	
File created:	1/14/2020	In control:		City Council	
On agenda:	1/21/2020	Final action:			
Title:	Consideration of and action on authorization to purchase the Whelen Outdoor Siren System Upgrade and Repairs from Crosspoint Communications through the BuyBoard Cooperative Purchasing Program and authorizing the use of the Assigned Fund Balance.				
Sponsors:	Finance				
Indexes:	Public Safety				
Code sections:					
Attachments:	Deer Park Siren upgrade 1-10-20				

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council		

Consideration of and action on authorization to purchase the Whelen Outdoor Siren System Upgrade and Repairs from Crosspoint Communications through the BuyBoard Cooperative Purchasing Program and authorizing the use of the Assigned Fund Balance.

Summary:

The City currently operates 10 outdoor warning sirens located throughout the community. Due to the age of the system and outdated technology, the system has been problematic and unreliable in recent years. At the May 21, 2019 Council Meeting, the City Council authorized funding for a three-phase repair project of the system to upgrade the technology and provide the City's emergency dispatch center with real-time visibility of each site's status. The Whelen Outdoor Warning (Siren) System project was funded by the City with the Deer Park Local Emergency Planning Committee (LEPC) to reimburse the City over a three-year period. Crosspoint Communications, through the BuyBoard Cooperative Purchasing Program (Contract #524-17), was hired to complete the system upgrade.

During the replacement of the system components, Crosspoint Communications identified the need for additional component replacements. Crosspoint Communications has provided a price quote of \$52,517.81 to complete these repairs (this quote is dated 1/10/2020 and is valid for 30-days). The Deer Park LEPC Executive Committee has asked the City to fund these additional repairs with the agreement that the LEPC will reimburse the City. The LEPC's reimbursement to the City for this project would be extended for one additional year for a total four-year period. Note: the LEPC has already funded the first phase of the project. The City is funding the remaining Phase 2 and Phase 3 of the project using the fund balance of the General Fund assigned for disaster response/repair. That assigned fund balance is also available to fund these additional repairs. When the LEPC reimburses the City over the next three years, those funds will also be designated as assigned fund balance to restore that balance to the current \$816,000.00.

The total project cost is \$ 52,517.81.

Fiscal/Budgetary Impact:

Fund balance assigned for disaster response/repair will be utilized to fund this project, and the total cost of \$52,517.81 will then be reimbursed over the next 2 years by the LEPC. At the time of payment, the monies will be returned to assigned fund balance for disaster response/repair.

Staff recommends approval.

QUOTATION Q-13625

Bill To:

City of Deer Park
2911 Center Street
Deer Park, Texas 77536
United States

Ship To:

City of Deer Park
2911 Center Street
Deer Park, Texas 77536
United States

Contact: Kellie Bass

Phone: (281) 478-7228

Mobile:

Email: kbass@deerparktx.org

Date:

1/10/2020 10:23 AM

Pricing Valid for 30 Days

Terms:

Net 30

Qty	Item #	Description	Unit Price	Ext Price
25	43-0264009-00	WPS SERIES SPEAKER DRIVER	\$1,350.00	\$33,750.00
5	01-0485548-00	WPS AMPLIFIER	\$764.29	\$3,821.45
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1	Processing and Handling	Processing and Handling	\$800.00	\$800.00
TOTAL:				\$52,517.81

Additional Notes:

Customer Approval _____

For Financing options including 0% for up to 24 months [click here!](#)

Account Manager: Sam Shimfessel

Phone: (281) 924-9804

Mobile: +1 2819249804

Email: sshimfessel@crosspointcomm.com

Processing & Handling: \$0.00

Subtotal: \$52,517.81

Tax: \$0.00

Total Quote: \$52,517.81

Sales tax is estimated and will follow the applicable state sales tax rate.

Crosspoint Communications Confidential & Proprietary



Legislation Details (With Text)

File #:	ORD 20-007	Version:	1	Name:	
Type:	Ordinance	Status:		Agenda Ready	
File created:	1/16/2020	In control:		City Council	
On agenda:	1/21/2020	Final action:			
Title:	Consideration of and action on an ordinance amending Sections 22-48 and 22-48 Appendix "B" of the Code of Ordinances related to Food Trucks.				
Sponsors:	City Manager's Office				
Indexes:					
Code sections:					
Attachments:	Mobile Food Service Units-Amend-09-2019				

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council		

Consideration of and action on an ordinance amending Sections 22-48 and 22-48 Appendix "B" of the Code of Ordinances related to Food Trucks.

Summary:

The food truck ordinance was adopted on April 16, 2019 to operate under certain conditions, which would allow food trucks at City facilities as part of special events, and on private properties. After implementing, a process to obtain a permit, Staff has received several complaints of the requirements. Staff has found it to be very strenuous on the food truck vendors to meet the requirements and on City Staff to process the applications.

After several discussions with Staff, the following changes were recommended:

Section 22-48(a)

- 1) Definition - added a license trailer designed for food preparation and/ or distribution

Section 22-48(b)

- 1). Proof of valid liability insurance policy
- 2). Must have a one-year or temporary health permit from the Harris County Public Health Department for food establishment
- 3). Must have an annual inspection by the Deer Park Fire Marshal or designee before any food is served

4.) Cannot operate within the city at the same location more than six (6) days per 90 day permit period

5). Any violation of the provisions in this ordinance shall be a class C misdemeanor punishable by a fine of up to

\$500.00.

Deleted requirements

1). City requires a background check for registered sexual offenders for all persons working in the food truck.

2). Menu of food items sold

Fiscal/Budgetary Impact:

Permit fee of \$25.

Approve Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 22-48 and 22-48 APPENDIX “B” TO THE DEER PARK CODE OF ORDINANCES REGULATING MOBILE FOOD SERVICE UNITS WITHIN THE CITY OF DEER PARK, TEXAS.

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

1. That Section 22-48 of the Deer Park Code of Ordinances be amended to regulate Mobile Food Service Units as follows:

2. Section 22-48 (a)

Definition of Mobile Food Service Unit “self-propelled vehicle or licensed trailer designed for food preparation and/or distribution.”

3. Section 22-48(b)

Requirements of Mobile Food Service Units to operate in Deer Park, Texas.

a) Must obtain a ninety (90) day permit from the City of Deer Park City Secretary’s office.

Requirements for City Permit:

- 1) proof of valid liability insurance policy
- 2) valid vehicle registration sticker
- 3) copy of sales tax permit and requirement that City of Deer Park shall be reported for all sales within Deer Park
- 4) application must be completed at least ten (10) days before start of operation in City

b) Must have a one-year or temporary health permit from the Harris County Public Health Department for food establishment.

c) Must have written permission of property owner to locate on private property (City Parks or City Property require written permission from the City of Deer Park).

d) Must have access to flushable toilet within a facility with an occupancy permit on the same property as where the Mobile food service unit is located at all times the Mobile food service unit is operating.

e) Must be parked on a paved surface designated for vehicle parking with adequate parking for patrons.

- f) Cannot serve products from the roads, streets or right of ways.
- g) Cannot operate for more than twelve (12) consecutive hours.
- h) Cannot operate within the City at the same location more than six (6) days per 90 day permit period. (location is defined as same property owner).
- i) Cannot operate in a residential zoned area unless in a public park with the City of Deer Park's written permission.
- j) Cannot dispose of grease or grey-water on site.
- k) Shall not provide a drive through service of any kind.
- l) Must always have approved fire extinguisher and first aid kit in Mobile Food Service Unit.
- m) Must have an inspection by the Deer Park Fire Marshal or designee before any food is served. Fire Marshall inspection shall be good for one year.
- n) That there be a \$25.00 fee paid to the City Secretary's office for the Mobile Food Service Unit permit per under Appendix B section. 22-48.
- o) Any violation of the provisions in this ordinance shall be a Class C Misdemeanor punishable by a fine of up to \$500.00. Each day the violation continues shall constitute a separate offence.

6. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this ordinance are severable, and if any section, paragraph, sentence, clause, phrase or word(s) of this ordinance shall be declared unconstitutional or otherwise invalid, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clause, phrases and words of this ordinance since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional or invalid portion of the ordinance.

7. Government Code. 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 _____, 2020 **by a vote of** _____ **“Ayes” and** _____ **“Noes”.**

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 20-006 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 1/15/2020 **In control:** City Council
On agenda: 1/21/2020 **Final action:**
Title: Consideration of and action on an ordinance annexing a 12.0163 acre tract within the City's Extra Territorial Jurisdiction into the City of Deer Park upon written request of the property owner and approving a service plan for such territory.

Sponsors:

Indexes:

Code sections:

Attachments: [Annex 12.0163 acres-Extra Territorial-01-2020](#)
[Agreement for Deer Park Annexation Phase II signed by Molto](#)
[739 Independence LLC Annexation Request Phase II 10.10.19\(2\)](#)

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council		

Consideration of and action on an ordinance annexing a 12.0163 acre tract within the City's Extra Territorial Jurisdiction into the City of Deer Park upon written request of the property owner and approving a service plan for such territory.

Summary:

The City Council will consider approval of an ordinance for the voluntary annexation of a 12.0163 acre tract within the City's Extra Territorial Jurisdiction into the City of Deer Park. This ordinance also includes approval of a service agreement for the property.

The City Council previously met the statutory requirements of voluntary annexation including accepting the petition for the voluntary annexation, calling for and conducting two (2) public hearings, and preparing a service agreement for the property to be annexed.

After approval of the annexation, the Council will also consider related zoning issues.

Fiscal/Budgetary Impact:

The proposed improvements on the property to be annexed would generate substantial taxable value for the City.

Approve the ordinance.

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF DEER PARK, TEXAS, TO ANNEX A 12.0163 ACRE TRACT WITHIN THE CITY'S EXTRA TERRITORIAL JURISDICTION WITHIN SUCH BOUNDARIES, UPON WRITTEN REQUEST BY THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR SUCH TERRITORY; MAKING FINDINGS AND OTHER PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING SAVING, SEVERABILITY CLAUSES.

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

Section 1. The City of Deer Park has heretofore adopted a Home Rule Charter granting the City Council the power by Ordinance to fix the boundary limits of the City of Deer Park and to provide for the extension of said boundary limits, and the annexation of additional territory lying adjacent to the City. This annexation proceeding is conducted pursuant to the authority granted by said Home Rule Charter; Chapter 43.028, Texas Local Government Code, including, but not limited to, the authority to annex an 12.0163 acre tract of land upon land owners petition by a home-rule municipality, contained in Chapter 43.028 of the Texas Local Government Code.

Section 2. The City Council of the City of Deer Park hereby finds, determines and declares that the hereinafter territory described herein as Exhibit "A" adjacent and contiguous to the present city limits of the City of Deer Park, and that said territory lies within the exclusive extraterritorial jurisdiction of the City of Deer Park, that the City has officially accepted the land owners petition to be annexed by the City, and that the annexation of said territory to the City of Deer Park will promote the general health, safety and welfare of persons residing within the City and within the hereinafter described territory.

Section 3. The City Council of the City of Deer Park and the property owners have entered into a service plan agreement per state statute that provides for the extension of municipal services to the area comprising part of the Deer Park Industrial District, as described in Exhibit "A" attached hereto, proposed to be annexed by the City of Deer Park.

The City Council of the City of Deer Park has heretofore, on October 15, 2019, passed and approved Ordinance No. 4112, declaring its acceptance of land owners petition requesting annexation and

its intention to institute proceedings to annex the hereinafter described territory, comprising the 12.0163 acre tract. Two public hearings were called, and were held on November 5, 2019, at the City Council Chambers, City Hall, 710 East San Augustine, Deer Park, Texas, and on December 3, 2019, at the City Council Chambers, City Hall of the City of Deer Park, at which public hearings all interested parties were given an opportunity to be heard, and the proposed Service Plan was made available for public inspection. Notice of such public hearings was given by publication in the Deer Park Broadcaster on October 23, 2019 and November 13, 2019, said newspaper having general circulation in the City of Deer Park and in the territory proposed to be annexed. Such notices and hearings were all in conformity with the Municipal Annexation Act, codified as Chapter 43, Texas Local Government Code, as amended.

Section 4. The City Council of the City of Deer Park hereby institutes annexation proceedings as to the following described territory, and the same is hereby declared annexed to the City of Deer Park, Texas, and the boundary limits of the City of Deer Park, Texas, be, and the same are hereby, extended to include the following described territory within the City limits of the City of Deer Park, and the same shall hereafter be included within the territorial limits of the City of Deer Park, and the inhabitants thereof shall hereafter be entitled to all rights and privileges of other citizens of the City of Deer Park, and they shall be bound by the acts, ordinances, resolutions and regulations of the City of Deer Park, effective upon the completion date of this annexation proceeding.

Section 5. Subject to all sections of this Ordinance, the corporate limits of the City of Deer Park, Texas, are hereby extended to embrace and include all of the territory within the boundaries set out in Exhibit "A", which exhibit is attached hereto, incorporated herein by this reference and made a part hereof for all purposes, and such territory is hereby annexed to and made a part of the City of Deer Park, Texas for general purposes.

Section 6. An Agreed Service Plan for the territory within the boundaries set out in Exhibit "A" is hereby approved as part of this Ordinance. Such Service Plan is set out in Exhibit "B", which is attached hereto, incorporated herein by this reference and made a part hereof for all purposes.

Section 7. This Ordinance shall not repeal, impair, modify or in anywise affect any other Ordinance annexing territory to the City of Deer Park, or any other Ordinance heretofore passed on one or more readings and not yet passed on final reading, annexing any territory to the City of Deer Park, but such other Ordinance or Ordinances shall remain and continue to be effective to their intent and purpose as therein stated, wholly unaffected in any way or manner by the passage of this Ordinance. This Ordinance shall not in anywise be impaired or affected by any other Ordinance heretofore introduced or passed on any reading, whether final or not; nor shall it be affected by any other Ordinance which may hereafter be introduced or passed on one or more readings, pending the final passage of this Ordinance, and this Ordinance shall be effective to its intent and purpose as hereinabove stated, wholly unaffected by any other annexation Ordinance introduced and passed or hereafter introduced and passed on any reading, whether final or not final, annexing territory to the City of Deer Park, and wholly unaffected by any Ordinance heretofore or hereafter passed calling a hearing and giving notice relative to the institution of any annexation proceedings. The procedure initiated hereby and the annexation proceedings instituted hereunder shall be independent of any other proposed and pending annexation of such territory, and such other proceedings shall not be affected hereby.

Section 8. It is the intention of the City of Deer Park, Texas, and its City Council to comply with all applicable provisions of the City Charter and of the Constitution and Laws of the Federal Government of the United States of America and the State of Texas, and this Ordinance shall be interpreted and construed in harmony therewith.

Section 9. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by Chapter 551, of the Government Code of the State of Texas; and that this meeting has been open to the public as required by law at all times during which this Ordinance

and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

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 _____, 2020 **by a vote of** _____ **“Ayes” and** _____ **“Noes”.**

CITY OF DEER PARK

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney

**AGREEMENT REGARDING MUNICIPAL SERVICES
FOR VOLUNTARY ANNEXATION**

The **City of Deer Park, Texas** (hereinafter referred to as the “City”) and **739 Independence LLC** (hereinafter referred to as the “Property Owner”) desire to enter into an Agreement Regarding Municipal Services for Voluntary Annexed Property per Section 43.0672 of the Local Government Code. This Agreement involves the property being described in Exhibit “A” attached hereto.

The City hereby agrees to provide the municipal services listed below effective upon the annexation by the City of the Property described in Exhibit “A” attached hereto.

Property Owner hereby agrees to the municipal services listed below along with the effective dates listed. The Property Owner acknowledges that the City is not required to provide services not expressly listed below.

FIRE/EMERGENCY MEDICAL SERVICES (EMS)

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon installation of Water Service. Primary fire response will be provided by Fire Station No. 3, located at 2211 East X Street. Adequate fire suppression activities can be afforded to the annexed area within the budget appropriation for the then current fiscal year. Fire prevention activities will be provided by the Fire Marshall’s office as needed. Primary emergency medical services response will be provided by Fire Station No. 3, located at 2211 East X Street.

Effective – Upon Annexation

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Harris County Sheriff’s Office. However, upon annexation, the City of Deer Park Police Department will extend regular and routine patrols to the area.

Effective – Upon Annexation

PLANNING & DEVELOPMENT

Existing Services: None

Services to be Provided: The Planning & Development Division will provide Building Inspections and Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Deer Park.

Planning and Zoning services will also be provided through this Division which has the responsibility for regulating development and land use through the administration of the City of Deer Park Zoning Ordinance which will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Deer Park Code of Ordinances.

Effective – Upon Annexation

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area.

Effective – Upon Annexation

HEALTH DEPARTMENT – HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The Harris County Health Department will continue to review, approve and regulate Health Code regulations on the effective date of annexation.

STREET

Existing Services: None

Services to be Provided: The maintenance of streets adjacent to the development and driveway will continue to remain the responsibility of the Texas Department of Transportation or Harris County, whoever is the authority have jurisdiction, upon the effective date of the annexation.

STORM WATER

Existing Services: None

Services to be Provided: Storm water drainage will be constructed at the sole expense of the Property Owner and shall be privately maintained. The storm water will not discharge into the City Storm water drainage system.

STREET LIGHTING

Existing Services: None

Services to be Provided: Street lighting will continue to be approved and permitted by the Harris County or the Texas Department of Transportation, whoever is the authority having jurisdiction.

TRAFFIC CONTROL

Existing Services: None

Services to be Provided: Traffic control devices will continue to be approved and permitted by the Harris County or the Texas Department of Transportation, whoever is the authority having jurisdiction.

WATER SERVICE

Existing Services: None

Services to be Provided: The Property Owner has elected to extend a public waterline from the City point of connection to the annexed property at its sole expense.

The point of connection to existing Water Service is approximately located:

Beginning at the northeast corner of Tract "A", Loves Travel Stops and Country Stores Deer Park, 7005 State Highway 225, Deer Park, Texas, said beginning point also being on the west right-of-way line of Independence Parkway (State Highway 134) thence in a southerly direction along and coincident with the aforementioned east boundary line of Tract "A", Loves Travel Stops and Country Stores Deer Park and the west boundary line of Independence Parkway (State Highway 134), a distance of approximately 600-feet, to a point; thence in a westerly direction leaving the east boundary line of the aforementioned Loves Tract and the west boundary line of Independence Parkway (State Highway 134), a distance of approximately 60-feet, to a point.

Provided the Property Owner installs a 10-inch C900 waterline, in an approved casing, the City will consider it a general benefit line, accept ownership of the waterline and

assume responsibility for maintenance after a one-year maintenance period has expired. All work shall comply with applicable City codes, ordinances and standards.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: The Property Owner has elected to extend a private force main from the area of the annexation's private lift station to the City point of connection at its sole expense. The force main, casing, air relief valves, lift station and all related appurtenances shall be owned and maintained by the Property Owner. All work shall comply with applicable City codes, ordinances and standards. The City agrees to accept the domestic sewage for treatment and disposal. No industrial waste shall not be placed into the sanitary sewer system.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the City ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

Effective – Upon Annexation

This agreement shall be binding on any subsequent Property Owner(s) and assigns.

This agreement is effective upon the annexation by the City of the Property described in Exhibit "A" attached hereto.

Executed this _____ day of _____, 2020.

739 INDEPENDENCE LLC

**By: Molto Properties Fund III LLC, its
member**

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

CITY OF DEER PARK


By: **TODD A. NACCARATO**
MANAGING PRINCIPAL

By: **JERRY MOUTON**
Mayor

ILLINOIS
THE STATE OF ~~TEXAS~~

DUPAGE
COUNTY OF ~~HARRIS~~

§
§
§

This instrument was acknowledged before me on this the 17th day of January, 2020 by TODD A. NACCARATO, MANAGING PRINCIPAL OF MOLTO PROPERTIES FUND III GP LLC, the managing member of MOLTO PROPERTIES FUND III LLC, the sole member of 739 INDEPENDENCE LLC on behalf of SAME.



Laurie L. Winston

Notary Public in and for the
State of ~~TEXAS~~ ILLINOIS

THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on this the ____ day of _____, 2020 by JERRY MOUTON, MAYOR of CITY OF DEER PARK on behalf of SAME.

Notary Public in and for the
State of Texas

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





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", written in a cursive style.

Chad Parrish
Vice President

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





Legislation Details (With Text)

File #: ORD 20-003 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 1/10/2020 **In control:** City Council
On agenda: 1/21/2020 **Final action:**
Title: Consideration of and action on the results of the joint public hearing held on January 7, 2020 and a proposed ordinance from the request of the City of Deer Park to amend Ordinance No. 3886, the Zoning Ordinance designating a 12.0163 acre tract which has been annexed into the City as heavy Industrial Zoning District (M3).

Sponsors:

Indexes:

Code sections:

Attachments: [Zone Designation M3 recomm letter Phase II](#)
[1155 Independence Parkway-Heavy Industrial-M3-01-2020](#)

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council		

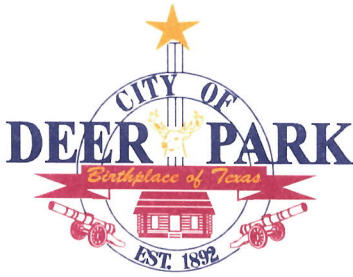
Consideration of and action on the results of the joint public hearing held on January 7, 2020 and a proposed ordinance from the request of the City of Deer Park to amend Ordinance No. 3886, the Zoning Ordinance designating a 12.0163 acre tract which has been annexed into the City as heavy Industrial Zoning District (M3).

Summary:

The Planning and Zoning Commission conducted a public hearing on November 18, 2019 to hear testimony for and against the City of Deer Park's request to amend the zoning ordinance. Based upon testimony, the recommendation of the Planning and Zoning Commission is the request be approved.

Fiscal/Budgetary Impact:

Approval of the ordinance.



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

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PLANNING & ZONING COMMISSION

November 19, 2019

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

Honorable Mayor and Council:

On November 18, 2019, the Planning and Zoning Commission met for a public hearing to consider the request of 739 Independence Parkway LLC, for the proposed establishment of a zone designation for Intensive Industrial (M3) District for 12.163 acres of undeveloped tracts located along the west side of Independence Parkway and North of State Highway 225.

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

Respectfully submitted,

/s/ Ray Balusek
Chairman
Planning and Zoning Commission

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3886 OF THE CITY OF DEER PARK, TEXAS, ADOPTED MARCH 21, 2017, AS AMENDED BY PLACING A 12.0163 ACRE TRACT OF LAND ALSO KNOWN AS 1155 INDEPENDENCE PARKWAY, CITY OF DEER PARK HARRIS COUNTY, TEXAS IN THE HEAVY INDUSTRIAL (M3) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING PENALTIES BY A FINE UP TO \$2,000.00 FOR EACH DAYS VIOLATION OF THE PROVISIONS OF SUCH ORDINANCE, AS AMENDED.

WHEREAS, a proposal has been made to amend Ordinance 3886 of the City of Deer Park, Texas, adopted March 21, 2017, as amended, by placing a 12.0163 acre tract of land also known as 1155 Independence Parkway, Deer Park Texas (as described in the attached legal description) in the Heavy Industrial (M3) Zoning District under said Zoning Ordinance, and making the same subject to the rules and regulations now imposed by law in said District; and

WHEREAS, the City Council of the City of Deer Park, Texas, has received recommendations from the Planning and Zoning Commission of said City, recommending that such placement **BE** made; and

WHEREAS, notice was duly and regularly given of the time and place of a Joint Public Hearing on said proposal as required by said Zoning Ordinance of the City of Deer Park, Texas and by the Statutes of the State of Texas; and, therefore, at the time and place set out in said Notice, all evidence for and against said proposal, and all persons desiring to be heard on said proposal were heard; and

WHEREAS, the City Council of the City of Deer Park, Texas finds that the general comprehensive zoning plan of the City of Deer Park, Texas, as a whole, and the health, safety, morals, convenience, comfort and general welfare of said City, taking into consideration, among other things, the character of the districts affected and their peculiar suitability for the particular purposes permitted therein, would be best subserved for said city, as a whole, under said Ordinance, as herein amended.

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

1. That Ordinance 3886 of the City of Deer Park, Texas, adopted March 21, 2017, **BE** amended by placing in the Heavy Industrial (M3) Zoning District a 12.0163 acre tract of land also known as 1155 Independence Parkway, Deer Park, Harris County, Texas (more particularly described by legal description attached hereto).

2. In the event any part of this Ordinance or the application of the same to any person or circumstances shall, for any reason, be adjudged invalid or held unconstitutional by any court of competent jurisdiction, the same shall not affect, impair or invalidate the remaining portions of this Ordinance, or said Ordinance No. 3886, as amended, as a whole, or any part or provision thereof.

3. Any person or corporation who shall violate any of the provisions of this Ordinance or of said Ordinance No. 3886, as amended, and as amended hereby, or fails to comply therewith, or with any of the requirements thereof, or who shall build or alter any building in violation of any detailed statement or plan submitted and approved hereunder, or who shall occupy or use any land authorized by the certificate of occupancy applicable to such land or building, shall be guilty of a misdemeanor and shall be liable to a fine not more than \$2,000.00, and each day such violation shall be permitted to exist shall constitute a separate offense.

4. The owner or owners of any building or premises, or part hereof, where anything in violation of this Ordinance shall be placed, or shall exist, and any architect, builder, contractor, agent, person, or corporation employed in connection therewith and who may have assisted in the commission of any such violation shall be guilty of a separate offense, and upon conviction thereof shall be fined as herein provided.

5. 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, 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 _____, 2020 **by a vote of** _____ **“Ayes” and** _____ **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 20-004 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 1/10/2020 **In control:** City Council
On agenda: 1/21/2020 **Final action:**
Title: Consideration of and action on a recommendation from the Planning and Zoning Commission and a proposed ordinance from the request of Molto Properties for a Specific Use Permit to construct a bulk warehouse at 1155 Independence Parkway.

Sponsors:

Indexes:

Code sections:

Attachments: [739 Independence Parkway LLC](#)
[Specific Use Permit-1155 Independence Parkway-12.0163 acres-01-2020](#)

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council		

Consideration of and action on a recommendation from the Planning and Zoning Commission and a proposed ordinance from the request of Molto Properties for a Specific Use Permit to construct a bulk warehouse at 1155 Independence Parkway.

Summary:

The Planning and Zoning Commission held a Preliminary Public hearing on November 18, 2019. It is the their recommendation to grant, with the approval of the annexation, Molto properties a Specific Use permit to construct approximately 610,000 square feet of speculative bulk warehouse space.

Fiscal/Budgetary Impact:

Approval of the ordinance.



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

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PLANNING & ZONING COMMISSION

November 19, 2019

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

Honorable Mayor and Council:

On November 18, 2019, the Planning and Zoning Commission met for a public hearing to consider the request of 739 Independence Parkway LLC, for a Specific Use Permit to construct a bulk warehouse at 1155 Independence Parkway.

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

Respectfully submitted,

/s/ Ray Balusek
Chairman
Planning and Zoning Commission

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO OPERATE A BULK WAREHOUSE ON A 12.0163 ACRE TRACT OF LAND LOCATED AT 1155 INDEPENDENCE PARKWAY., DEER PARK, TEXAS.

WHEREAS, 739 INDEPENDENCE, LLC, the owner of a 12.0163 acre tract of land located at 1155 Independence Parkway, Deer Park, Harris County, Texas, more fully described as a 12.0163 acres of land (legal description attached hereto), has made application for a Specific Use Permit on behalf of **739 INDEPENDENCE, LLC**, pursuant to section 17.04 of Ordinance No. 3886, the Zoning Ordinance Appendix “A” of the City of Deer Park, Texas, to operate a bulk warehouse on said property; and

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

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

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

1. That **739 INDEPENDENCE, LLC** be, and is hereby, granted a Specific Use Permit for the purpose of operating a bulk warehouse, at 1155 Independence Parkway, Deer Park, Harris County, Texas, more fully described as a 12.0163 acres of land (legal description attached hereto) subject to **739 INDEPENDENCE, LLC's** complying with all the requirements of the Zoning Ordinance of the City of Deer Park and plat submitted for said project.

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

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

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 _____, 2020 **by a vote of** _____ **"Ayes" and** _____ **"Noes"**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 20-005 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 1/14/2020 **In control:** City Council
On agenda: 1/21/2020 **Final action:**

Title: Consideration of and action on an ordinance to amend Schedule B of the Code of Ordinance related to various Parks and Recreation Department Fees.

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit to Appendix B Section 74-69 74-1 thru 74-5-update011020](#)
[Appendix B-Section74-1,2,3,5,-Prks and Rec-10-2019](#)
[Schedule B changes Jan 21 2020](#)

Date	Ver.	Action By	Action	Result
1/21/2020	1	City Council		

Consideration of and action on an ordinance to amend Schedule B of the Code of Ordinance related to various Parks and Recreation Department Fees.

Summary:

City staff is proposing to amend Appendix B - Schedule of Fees, Rates and Charges of the Code of Ordinances to update fees currently in the Schedule B fee schedule to include:

Exhibit B: Parks and Recreation Department Building and Park Fees. Various fees are being updated.

A redlined version of the Exhibit B showing the change from current to the proposed rates is also attached.

Fiscal/Budgetary Impact:

N/A. The intent is to include all of the above referenced fees in the Exhibit B fee schedule

Staff is recommending adoption of the proposed ordinance to amend schedule B of the Code of Ordinance related to various Parks and Recreation Department Fees.

EXHIBIT "A"

RECREATION

74-69(b)

After School Program	Fee
Registration	\$75/Child/Yr
Resident Tuition	\$160/month
Non-Resident Tuition	\$190/month
Late Fee	\$35/Child

EXHIBIT "B"

**Schedule of Fees
Parks and Recreation Building and Park Fees**

**MAXWELL CENTER
74-1**

Fee Title	Fee
Congregate Meal	
Non-Resident	\$5

RECREATION

74-2

Fee Title	Fee
Game Room/Gym Memberships	
Family Resident	\$30
Family Non-Resident	\$70
Adult (18+) Resident	\$7 / excludes gym
Adult (18+) Non-Resident	\$20
Youth (under 17) Resident	\$10
Youth (under 17) Non-Resident	\$20
Replacement Card	\$5
Other Fees	
Late Fee (All Programs)	\$20 / after 5 th of month
Game Room Party Pkg.	
Residents	\$80
Non-Resident	\$90
Deposit	\$100 / refundable

ATHLETICS AND AQUATICS

74-3

Fee Title	Fee
Pool Entry Fees	
Residents	\$3 / person
Non-Residents	\$5 / person
Season Pass	
Resident (Individual)	\$50
Resident (Family)	\$100
Non-Res (Individual)	\$90
Non-Res (Family)	\$150
Pool Rentals	
<i>Large & Children's Pool</i>	
Resident	\$200/ 2 hour
Non-Resident	\$350/ 2 hour
<i>Large Pool Only</i>	
Resident	\$150 / 2 hour
Non-Resident	\$300 /2 hour
<i>Children's Pool Only</i>	
Resident	\$75 / 2 hour
Non-Resident	\$100 / 2 hour
<i>Pool Patio</i>	
Resident	\$75 / 2 hours
Non-Resident	\$150 / 2 hours
Deposit	\$100
Adult Sports Complex	
Field Rental – Game/Tournament	\$25 / hour /Field
Field Rental – Practice (no field prep)	\$25/ 2 hour /Field
Light Fee	\$10/HR/Field
Deposit for tournament	\$500 / Day
Adult Complex Vendor Fee	Contract

Fee Title	Fee
Other Athletic Fees	
Fun Run – Cones and signs	\$250
Fun Run Staff	\$500
Deposit	\$500
Basketball	
Youth Basketball	\$75

CONTRACT INFORMATION

Fee Title	Fee
Independent Contractors	
Contract Instructors – Classes	70/30 contracts
Adventure Boot Camp – Park Rental	\$100 / month
Preschool Program – Building Rental	\$5,000 / month

THEATRE

74-4

Fee Title	Fee
Show Admission	
Dinner and Show	\$35
Show ONLY	\$15
Membership	
Theatre Patron	\$125 / Per Patron
Corporate (4 patrons)	\$600
Deluxe Corporate (6 patrons)	\$1,000

FACILITY RENTALS

74-5

Fee Title	Fee	Comment
Dow Park Pavilion 1 (By Splash Park)		
Resident	\$10 / hour	2 hour minimum
Non-Resident	\$20 / hour	2 hour minimum
Resident Day	\$100 / day	Full Day (8 am – 6 pm)
Non-Resident Day	\$200 / day	Full Day (8 am – 6 pm)
Deposit	\$100	Refundable
Dow Park Pavilion 2 (Small Pavilion)		
Resident	\$10 / hour	2 hour minimum
Non-Resident	\$20 / hour	2 hour minimum
Resident Day	\$100 / day	Full Day (8 am – 6 pm)
Non-Resident Day	\$200 / day	Full Day (8 am – 6 pm)
Deposit	\$100	Refundable
Dow Park Pavilion 3 (Large Pavilion)		
Resident	\$25 / hour	2 hour minimum
Non-Resident	\$35 / hour	2 hour minimum
Resident Day	\$250 / day	Full Day (8 am – 6 pm)
Non-Resident Day	\$350 / day	Full Day (8 am – 6 pm)
Deposit	\$100	Refundable
McHenry Pavilion		
Resident	\$10 / hour	2 hour minimum
Non-Resident	\$20 / hour	2 hour minimum
Resident Day	\$100 / day	Full Day
Non-Resident Day	\$200 / day	Full Day
Deposit Resident	\$100	Refundable

Jimmy Burke Center		
Resident: Whole	\$100 / hour	2 Hour Minimum
Non-Resident: Whole	\$175 / hour	2 Hour Minimum
Resident: Front	\$85 / hour	2 Hour Minimum
Non-Resident: Front	\$115 / hour	2 Hour Minimum
Resident: Back	\$75 / hour	2 Hour Minimum
Non-Resident: Back	\$105 / hour	2 Hour Minimum
Deposit	\$1,500	Refundable (with alcohol)
Deposit	\$1,000	Refundable (without alcohol)
Stage Fee	\$75	3 sizes available
Avon Recreation Center		
<i>Front Room</i>		
Resident	\$40/hour	2 Hour Minimum
Non-Resident	\$65/hour	2 Hour Minimum
<i>Back Room</i>		
Resident	\$40/hour	2 Hour Minimum
Non-Resident	\$65/hour	2 Hour Minimum
Deposit	\$100	Refundable
Claude Burgess Center		
Resident	\$75 / hour	2 Hour Minimum
Non-Resident	\$85 / hour	2 Hour Minimum
Deposit	\$250	Refundable
Community Center		
Room 6		
Resident	\$75 / hour	2 Hour Minimum
Non-Resident	\$85 / hour	2 Hour Minimum
Deposit	\$250	Refundable
Room 12		
Resident	\$75 / hour	2 Hour Minimum
Non-Resident	\$85 / hour	2 Hour Minimum
Deposit	\$250	Refundable
Room 10		
Resident	\$40 / hour	2 Hour Minimum
Non-Resident	\$65 / hour	2 Hour Minimum
Deposit	\$100	Refundable
Room 11		
Resident	\$40 / hour	
Non-Resident	\$65 / hour	2 Hour Minimum
Community Center Deposit	\$100	Refundable

Maxell Adult Center		
<i>Arts and Crafts Room</i>		
Resident	\$40/hour	2 Hour Minimum
Non-Resident	\$65/hour	2 Hour Minimum
<i>Class Room</i>		
Resident	\$40/hour	2 Hour Minimum
Non-Resident	\$65/hour	2 Hour Minimum
<i>Dining Room</i>		
Resident	\$25/hour	2 Hour Minimum
Non-Resident	\$35/hour	2 Hour Minimum
<i>Multipurpose Room</i>		
Resident	\$75/hour	2 Hour Minimum
Non-Resident	\$85/hour	2 Hour Minimum
Deposit	\$250	Refundable
Kingsdale Recreation Center		
Resident	\$25 / 2 hour	2 Hour Minimum
Non - Resident	\$25 / 2 hour	2 Hour Minimum
Deposit	\$100	Refundable

ORDINANCE NO. _____

**AN ORDINANCE AMENDING APPENDIX B-SECTION 74-1, 74-2, 74-3 and 74-5
PARKS AND RECREATION FEES OF THE CODE OF ORDINANCES OF THE CITY OF
DEER PARK.**

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

I.

That Section 74-1, 74-2, 74-3 and 74-5 of Appendix B-Fee Schedule for Parks and Recreation fees be amended as per the attached exhibit "A."

II.

All fees shall become effective February 1, 2020.

III.

It is officially found and determined that the meeting at which this Ordinance was adopted, was open to the public and the 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.

PASSED, APPROVED AND ADOPTED, on the first and final reading this ____ day of _____, 2020, by a vote of _____ "ayes" and _____ "noes", this Ordinance having been read in full prior to such vote.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT A”

RECREATION

74-69(b)

After School Program	Fee
Registration	\$75/Child/Yr
Resident Tuition	\$160/month
Non-Resident Tuition	\$190/month
Late Fee	\$35/ Child/Child

EXHIBIT "B"

Schedule of Fees
Parks and Recreation Building and Park Fees

THEATRE FEES
74-1

Commented [JZ1]: Addition of detail for clarification and remove of item that was no longer utilized.

Fee Title	Fee
Admission	
Dinner Tickets	\$30 35
Show ONLY	\$15
Student	\$10
Membership	
Theatre Patron	\$220 125/P er Patron
Season	\$110
Corporate (4 Patrons)	\$600
Deluxe Corporate (6 Patrons)	\$1,000

MAXWELL CENTER
74-2

Fee Title	Fee
Congregate Meal	
Non-Resident	\$5

RECREATION

74-3

Fee Title	Fee
Game Room/Gym/Rentals	
Family Resident	\$30
Family Non-Resident	\$70
Adult (18+) Resident	\$7 / excludes gym
Adult (18+) Non-Resident	\$20
Youth (under 17) Resident	\$10
Youth (under 17) Non-Resident	\$20
Replacement Card	\$5
Other Fees	
Late Fee (All Programs)	\$20 / after 5 th of month
Game Room Party Pkg.	
Residents	\$8075
Non-Resident	\$9085
Deposit	\$10050 / refundable

Commented [JZ2]: Updated to reflect costs associated with rental

ATHLETICS AND AQUATICS

74-4

Commented [JZ3]: Fees had not been updated for over 10 years. Admissions fees were increased last pool season. Department is now updating rental costs for pool amenities.

Fee Title	Fee
Pool Entry Fees	
Residents	\$3 / person
Non-Residents	\$5 / person
Family Night (Thursdays)	\$1 / person
Season Pass	
Resident (Individual)	\$50
Resident (Family)	\$90 <u>\$100</u>
Non-Res (Individual)	\$90
Non-Res (Family)	\$130 <u>\$150</u>
Pool Rentals	
Large & Children's Pool	
Resident	\$150 <u>200/2 hour</u>
Non-Resident	\$200 <u>\$300/ 2 hour</u>
Large Pool Only	
Resident	\$125 / hour <u>\$150/ 2 hour</u>
Non-Resident	\$200 / hour <u>\$300/ 2 hour</u>
Children's Pool Only	
Resident	\$75 / hour
Non-Resident	\$100 / hour
Pool Pavilion	
Resident	\$50 / 3 hours <u>\$75/ 2 hours</u>
Non-Resident	\$100 / 3 hours <u>\$150 2 hours</u>
Deposit	\$100
Adult Sports Complex	
Field Rental – <u>Game/Tournament</u>	\$100 <u>\$25/ hour/Field</u>
Field Rental – <u>Practice (no field prep)</u>	<u>\$25/ 2 hour/ Field</u>
Field Rental	\$12.50
Light Fee	<u>\$10/Hour/ Field</u>
Deposit	\$100 <u>\$500 / Day</u>
Adult Complex Vendor Fee	Contract

Fee Title	Fee
Fun Run	
Fun Run Package	\$250
Fun Run Staff	\$500
Consulting	\$250
Deposit	\$500
Basketball	
Youth Basketball	\$75

CONTRACTOR INFORMATION

74-5

Fee Title	Fee
Independent Contractors	
Contract Instructors – Classes	70/30 contracts
Adventure Boot Camp – Park Rental	\$100 / month
Preschool Program – Building Rental	\$5,000 / month

FACILITY RENTALS

74-6

Commented [JZ4]: Facility rental fees were not changed but several were removed to make it simpler for renters to understand costs associated with facilities.

Fee Title	Fee	Comment
Dow Park Pavilion 1 (By Splash Park)		
Resident	\$10 / hour	2 hour blocks only <u>Minimum</u>
Non-Resident	\$20 / hour	2 hour blocks only <u>Minimum</u>
Resident Day	\$100 / day	Full Day <u>(8 am – 6 pm)</u>
Non-Resident Day	\$200 / day	Full Day <u>(8 am – 6 pm)</u>
Deposit Resident	\$100	Refundable
Deposit Non-Resident	\$200	Refundable
Dow Park Pavilion 2 (Small Pavilion)		
Resident	\$10 / hour	2 hour blocks only <u>Minimum</u>
Non-Resident	\$20 / hour	2 hour blocks only <u>Minimum</u>
Resident Day	\$100 / day	Full Day <u>(8 am – 6 pm)</u>
Non-Resident Day	\$200 / day	Full Day <u>(8 am – 6 pm)</u>
Deposit Resident	\$100	Refundable
Deposit Non-Resident	\$200	Refundable
Dow Park Pavilion 3 (Large Pavilion)		
Resident	\$25 / hour	2 hour blocks only <u>Minimum</u>
Non-Resident	\$35 / hour	2 hour blocks only <u>Minimum</u>
Resident Day	\$250 / hour	Full Day <u>(8 am – 6 pm)</u>
Non-Resident Day	\$350 / hour	Full Day <u>(8 am – 6 pm)</u>
Deposit Resident	\$100	Refundable
Deposit Non-Resident	\$250	Refundable
McHenry Pavilion		
Resident	\$10 / hour	2 hour blocks only <u>Minimum</u>
Non-Resident	\$20 / hour	2 hour blocks only <u>Minimum</u>
Resident Day	\$100 / day	Full Day <u>(8 am – 6 pm)</u>
Non-Resident Day	\$200 / day	Full Day <u>(8 am – 6 pm)</u>
Deposit Resident	\$100	Refundable
Deposit Non-Resident	\$250	Refundable

Jimmy Burke Center		
Resident: Whole (M-Th)	\$75 / hour	2 Hour Minimum
Resident: Whole (F-Su)	\$100 / hour	2 Hour Minimum
Non-Resident: Whole (M-Th)	\$120 / hour	6 Hour Minimum
Non-Resident: Whole (F-Su)	\$175 / hour	6 Hour Minimum
Resident: Front (M-Th)	\$60 / hour	2 Hour Minimum
Resident: Front (F-Su)	\$85 / hour	2 Hour Minimum
Non-Resident: Front (M-Th)	\$90 / hour	6 Hour Minimum
Non-Resident: Front (F-Su)	\$115 / hour	6 Hour Minimum
Resident: Back (M-Th)	\$50 / hour	2 Hour Minimum
Resident: Back (F-Su)	\$75 / hour	2 Hour Minimum
Non-Resident: Back (M-Th)	\$85 / hour	6 Hour Minimum
Non-Resident: Back (F-Su)	\$105 / hour	6 Hour Minimum
Business Training (Front)	\$30 / hour	8AM-5PM ONLY M-F Only
Business Training (Back)	\$20 / hour	8AM-5PM ONLY M-F Only
Business Training (Whole)	\$70 / hour	8AM-5PM ONLY M-F Only
Deposit	\$1,500	Refundable (with alcohol)
Table Fee <u>Deposit</u>	\$0 <u>\$1,000</u>	Refundable (with alcohol)
Chair Fee	\$0	
Stage Fee	\$75 <u>25</u>	Per size (3 sizes) <u>3 sizes available</u>
Avon Recreation Center / Resident ONLY		
Front Room	\$25 / hour	2 Hour Minimum
Resident	\$40 / hour	2 Hour Minimum
Non-Resident	\$65 / hour	2 Hour Minimum
Back Room	\$25 / hour	2 Hour Minimum
Resident	\$40 / hour	2 Hour Minimum
Non-Resident	\$65 / hour	2 Hour Minimum
Deposit	\$100	Refundable
Claude Burgess Center		
Resident (M-Th)	\$50 / hour	
Resident (F-Su)	\$75 / hour	
Non-Resident (M-Th)	\$60 / hour	2 Hour Minimum
Non-Resident (F-Su)	\$85 / hour	2 Hour Minimum
Deposit	\$250	Refundable
Community Center		
Room 6		
Resident (M-Th)	\$50 / hour	
Non-Resident (M-Th)	\$60 / hour	2 Hour Minimum
Resident (F-Su)	\$75 / hour	2 Hour Minimum
Non-Resident (F-Su)	\$85 / hour	2 Hour Minimum
Deposit	\$250	Refundable
Room 12		
Resident (M-Th)	\$50 / hour	
Non-Resident (M-Th)	\$75 / hour	2 Hour Minimum
Resident (F-Su)	\$67 <u>50</u> / hour	2 Hour Minimum

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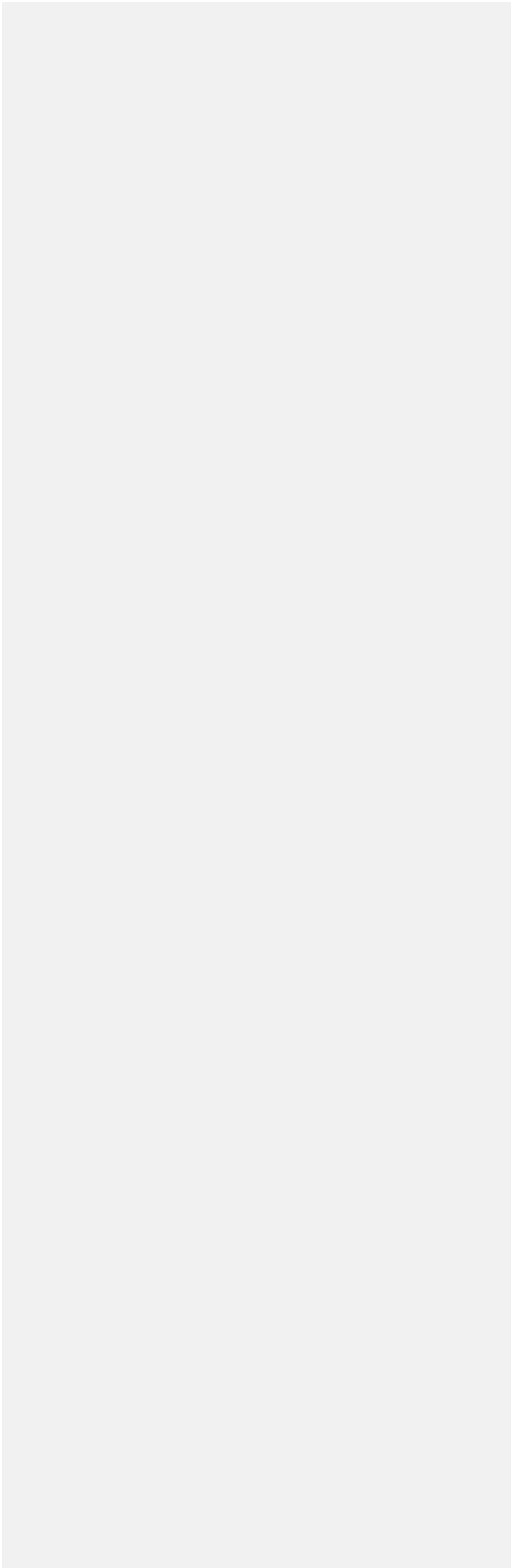
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Non-Resident (F-Su)	\$85 / hour	2 Hour Minimum
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Room 10		
Resident (M-Th)	\$40 / hour	<u>2 Hour Minimum</u>
Non-Resident (M-Th)	\$65 / hour	2 Hour Minimum
Resident (F-Su)	\$50 / hour	2 Hour Minimum
Non-Resident (F-Su)	\$75 / hour	2 Hour Minimum
<u>Deposit</u>	<u>\$100</u>	<u>Refundable</u>
Room 11		
Resident (M-Th)	\$40 / hour	<u>2 Hour Minimum</u>
Non-Resident (M-Th)	\$65 / hour	2 Hour Minimum
Resident (F-Su)	\$50 / hour	2 Hour Minimum
Non-Resident (F-Su)	\$75 / hour	2 Hour Minimum
Community Center Deposit	\$250 <u>100</u>	Refundable
Maxell Adult Center / Resident ONLY		
Small Dining Arts and Crafts Room	\$50 / hour	2 Hour Minimum
Resident	\$40 / hour	2 Hour Minimum
Non-Resident	\$65 / hour	2 Hour Minimum
Large Dining Class Room	\$75 / hour	2 Hour Minimum
Resident (M-Th)	\$40 / hour	2 Hour Minimum
Non-Resident (M-Th)	\$65 / hour	2 Hour Minimum
<u>Dining Room</u>	<u>\$25/hour</u>	<u>2 Hour Minimum</u>
<u>Resident</u>	<u>\$25/hour</u>	<u>2 Hour Minimum</u>
<u>Non-Resident</u>	<u>\$35/hour</u>	<u>2 Hour Minimum</u>
<u>Multipurpose Room</u>	<u>\$75/hour</u>	<u>2 Hour Minimum</u>
Resident (M-Th)	\$75/ hour	2 Hour Minimum
Non-Resident (M-Th)	\$85 / hour	2 Hour Minimum
Deposit	\$250	Refundable
Kingsdale Recreation Center		
Resident ONLY	\$25 / <u>2</u> hour	2 Hour Minimum
<u>Non-Resident</u>	<u>\$25/ 2 hour</u>	<u>2 Hour Minimum</u>
Deposit	\$100	Refundable

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Commented [JZ5]: New fees added based on new layout and size comparison to Community Center rooms. Residents only rule removed.

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EXHIBIT "C"

**Schedule of Fees, Section 80-
Deer Park Public Library**

Prices for Damaged or Lost Materials

80-1

Damaged or Missing Pieces	Fee
Book jacket cover	\$2.00
Circulating bag for kits	\$1.50
Audio book cases: CDs	\$8.00
DVD case	\$3.00
DVD picture cover	\$1.00
Bar Code and Labels	\$1.00

80-2

Fines	Fee
Book	\$0.10 a day / \$10.00/max
Audio Books/ Kits	\$0.25 a day / \$10.00 max
Films	\$1.00 a day / \$10.00 max

80-3

Default Material Replacement	Fee
If no cost included in the item record	
Processing fee	\$5.00
Adult Hardback	\$25.00
Adult Trade	\$17.00
Adult Paperback	\$6.00
DVD	\$25.00
Audiobook	\$25.00
Youth Hardback	\$20.00
Youth Trade Paper	\$15.00
Youth Paperbacks	\$5.00
Early Readers	\$9.00
Picture Books	\$18.00
Board Books	\$10.00

ILL
Fines same as Deer Park Public Library
Replacement cost set by lending library