

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, City Secretary
Jim Fox, City Attorney

In order to help prevent the spread of the virus that causes COVID-19, the City of Deer Park is asking members of the public attending the meeting to:

1. Maintain at least 6 feet separation from other individuals.

2. Self-screen before going into the meeting for any of the following new or worsening signs or symptoms of possible COVID-19: (Cough, Shortness of breath or difficulty breathing, Chills, Repeated shaking with chills, Muscle pain, Headache, Sore throat, Loss of taste or smell, Diarrhea, Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit, Known close contact with a person who is lab confirmed to have COVID-19, Wash or disinfect hands upon entering the building and after any interaction with others in the building.

3. Consider wearing cloth face coverings (over the nose and mouth) when entering the building, or when within 6 feet of another person who is not a member of the individual's household.

The City of Deer Park will be limiting attendance in the Council Chambers to seventy five percent (75%) of the total listed occupancy of room capacity during this meeting.

CALL TO ORDER

COMMENTS FROM AUDIENCE

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.

1. Presentation on the proposed shade canopy for the Courts and Theatre Building.

[PRE 21-001](#)

Recommended Action:

Discussion only.

Attachments:

[USA Shade Buyboard Proposal Entrance Canopy.docx](#)

[CON-NOV-035-20 \(1000\)](#)

[CON-NOV-035-20_Rendering](#)

[Weatherproof Solutions](#)

[FRU88X-6 400 TDS](#)

[IPG FRU88X-6 4mil Data](#)

[701-2015 FRU88X-6 400 Method 2 Feb.2016](#)

[CAL FM FRU88X-6 06-30-2020](#)

[E84 FRU88X-6 400 \(Oct 2016\)](#)

[55920_Emergency Communications District_Lubbock TX_2015_578](#)

[50418 FC Dallas Frisco TX 2014 00 \(8\)](#)

[47731_Northwest Florida Beaches Int'l Airport_Panama City FL_2013_118](#)

[42144 HCA North Texas Dallas TX 2011_522](#)

2. Discussion of issues relating to amending Ordinance No. 3648 granting a pipeline franchise to NuStar Logistics for a twelve-inch (12") Propane Pipeline. (First reading)

[DIS 21-002](#)

Recommended Action:

Amend ordinance

Attachments:

[NuStar City Deer Park Ltr 201216 \(003\)](#)

[NuStar](#)

[Nustar map](#)

[NuStar Logistics Pipeline 2](#)

ADJOURN

/s/Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board
December 31, 2020

City Hall is wheelchair accessible and accessible parking spaces are available. Hearing assistance devices are available. Requests for accommodation services must be made 72 hours prior to any meeting. Please contact the City Secretary'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 #: PRE 21-001 **Version:** 1 **Name:**
Type: Presentation **Status:** Agenda Ready
File created: 12/16/2020 **In control:** City Council Workshop
On agenda: 1/5/2021 **Final action:**
Title: Presentation on the proposed shade canopy for the Courts and Theatre Building.
Sponsors:
Indexes:
Code sections:

Attachments: [USA Shade Buyboard Proposal Entrance Canopy.docx](#)
[CON-NOV-035-20 \(1000\)](#)
[CON-NOV-035-20 Rendering](#)
[Weatherproof Solutions](#)
[FRU88X-6 400 TDS](#)
[IPG FRU88X-6 4mil Data](#)
[701-2015 FRU88X-6 400 Method 2 Feb.2016](#)
[CAL FM FRU88X-6 06-30-2020](#)
[E84 FRU88X-6 400 \(Oct 2016\)](#)
[55920 Emergency Communications District Lubbock TX 2015 578](#)
[50418 FC Dallas Frisco TX 2014 00 \(8\)](#)
[47731 Northwest Florida Beaches Int'l Airport Panama City FL 2013 118](#)
[42144 HCA North Texas Dallas TX 2011 522](#)

Date	Ver.	Action By	Action	Result
1/5/2021	1	City Council Workshop		

Presentation on the proposed shade canopy for the Courts and Theatre Building.

Summary:

After the removal of the damaged arches, the Parks and Recreation Department began working on a comprehensive plan to install a canopy to enhance appearance and protect patrons from the weather. In addition, the Department is planning on replacing the glass doors and upgrade drainage in this area of the Court and Theater Building.

City of Deer Park Staff reached out to USA Shade to provide options for potential canopy designs for the front of Court and Theater Building.

Attached you will find a copy of the proposal (material purchase and install), rendering of the canopy design, and rendering to show the location of the canopy, information on fabric construction (i.e. wind rating, strength, fire rating, etc.), and examples of similar applications.

Funds were approved and allocated in the FY 20-21 Capital Improvements Fund budget to be utilized to purchase and install a new canopy in the front of the Courts and Theatre building. The allocated amount for this project is \$125,500 for the purchase of the Entry Way Canopy.

Although not on the agenda for this evening, the proposed cost for the purchase and installation of this proposed shade canopy will be in the amount of \$110,144.91. Staff would like to propose the purchase and installation of this shade canopy on the January 19th, 2021 City Council Agenda.

Fiscal/Budgetary Impact:

\$125,500	090-435-49020	FY 20-21 Capital Improvements Fund
-----------	---------------	------------------------------------

<u>\$110,144.91</u>	<u>USA Shade</u>
---------------------	------------------

\$ 15,355.09	090-435-49020	Funds remaining in line item for FY20-21 Capital
Improvements Fund		

Discussion only.



Municipal Courts entrance shade structure

November 24, 2020

**Buyboard Proposal Prepared
For: City of Deer Park**



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



Date: _____

Buyboard Proposal for USA SHADE & Fabric Structures #592-19

Project Information:				Sales Information:	
Purchaser:	City of Deer Park	Contact:	Charlie Sandberg	Sales Rep:	Jared Angelica
Project Name:	Municipal Courts	Phone:		Phone:	713-254-8861
Quote No:	JFA 108529	Email:		Email:	jareda@usa-shade.com
PO No:	N/A	Fax:		Fax:	214-905-9514

Billing Information:		Shipping Information:		Jobsite Information:	
City of Deer Park				Courts Building	
710 E San Augustine				1302 Center Street	
Deer Park, TX 77536				Deer Park, TX 77536	
Contact:		Contact:		Contact:	
Phone		Phone		Phone	
Fax:		Fax:		Fax:	
Email:		Email:		Email:	

CORPORATE ADDRESS:

2580 Esters Blvd
Suite 100
DFW Airport, TX 75261

REMITTANCE ADDRESS:

PO Box 734158
Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C
Orange, CA 92867

NORTHERN CALIFORNIA:

927 Enterprise Way, Suite A
Napa, CA 94558

ARIZONA:

2452 W. Birchwood Ave, Suite 112
Mesa, AZ 85202

LAS VEGAS:

6225 S. Valley View Blvd., Suite I
Las Vegas, NV 89118

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

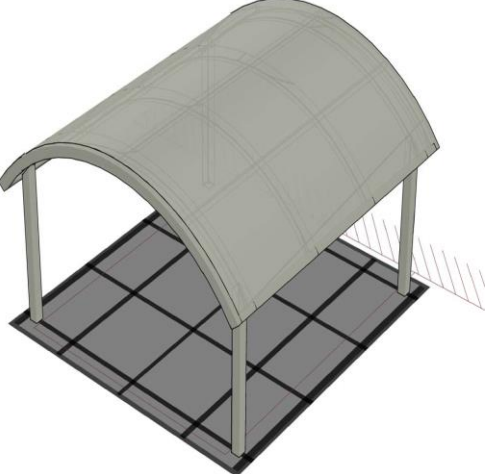
www.usa-shade.com

800-966-5005

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



Structure Pricing

UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Base Attachment:	N/A
	Unit Type:	Custom	Footing Type:	Recessed baseplate
	Structure Size:	28 X 30	Anchor Bolts:	Yes
	Entry Height:	12	Concrete Cutting:	No
	No of Columns:	4	Dirt Removal:	Yes
	No of Fabric Tops:	1	NOTES	
	Fabric Type:	Novashield		
	Fabric Color:	TBD		
	Steel Finish:	Powder coat		
	Steel Color:	TBD		
PRICE	Electrical Provisions:	N/A		
See below for full pricing	Cable/HDW Finish:	N/A		
	Concept No:			

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

PRICING TOTALS:	
Units Total	INCLUDED
Accessories/Miscellaneous	INCLUDED
Shipping/Handling	INCLUDED
SUBTOTAL	\$0.00
Sales Tax (8.25%)	Tax Exempt
Installation/Engineering	INCLUDED
TOTAL PRICE	\$110,144.91

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	Net 30
(4) Other (specify):	
NOTES:	



ENGINEERING REQUIREMENTS		NOTES
Building Code		
WindLoad	140MPH	
Snow Load	5LBS	
DrawingSize	11 X 17	
No. of Sealed Drawings	0	
Calculations Required	YES	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
X		Sealed Drawings & Calculations		X	Prevailing Wage / Certified Payroll
	X	Permit Submittal		X	Union Wages
	X	Permit Fee		X	Fencing
	X	DSA Submittal		X	Curb Repair
	X	DSA Fee		X	Landscape Repair
X		Foundation Design & Engineering		X	Demolition (Existing Structures)
	X	Special Inspection Fees		X	Payment and Performance Bonds

www.usa-shade.com

800-966-5005



Construction Assumptions

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

GENERAL TERMS & CONDITIONS AND WARRANTY

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



materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:
- "The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 204691, Dallas, TX 75320-4691. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.
- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).



- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
 - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
 - All steel surface finishes are warranted for one year.
 - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated warranty;
 - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
 - Sewing thread is warranted for ten years.

General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - the supplied structures, products, services and/or labor are not paid for in full;
 - the structures are not assembled in strict compliance with USA SHADE specifications;
 - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - normal wear and tear;



- misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
- ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
- use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - workmanship related to assembly not provided by the Company or its agents;
 - fabric curtains, valances, and flat vertical panels;
 - fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

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

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

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

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

16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) Installation/Assembly on-site: Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) Site/Use Review by Purchaser: Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) Preparatory Work: Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.



- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

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

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

PURCHASER:
City of Deer Park

SELLER:
USA SHADE & Fabric Structures

Signature: _____

Signature: _____

By: (Print) _____

By: (Print) _____

Title: _____

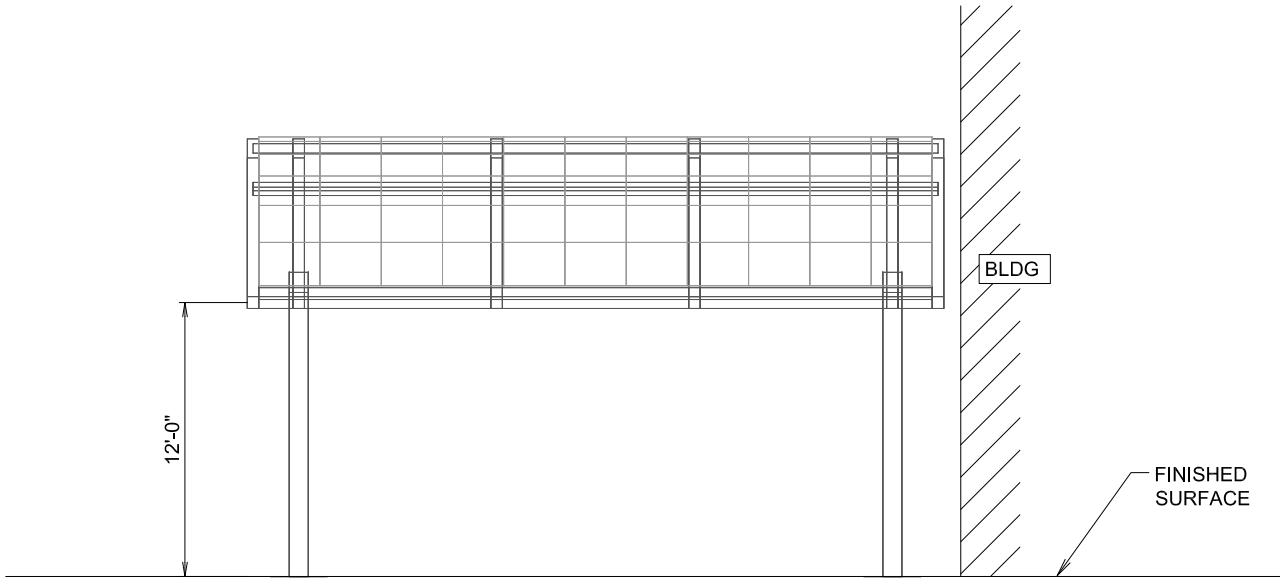
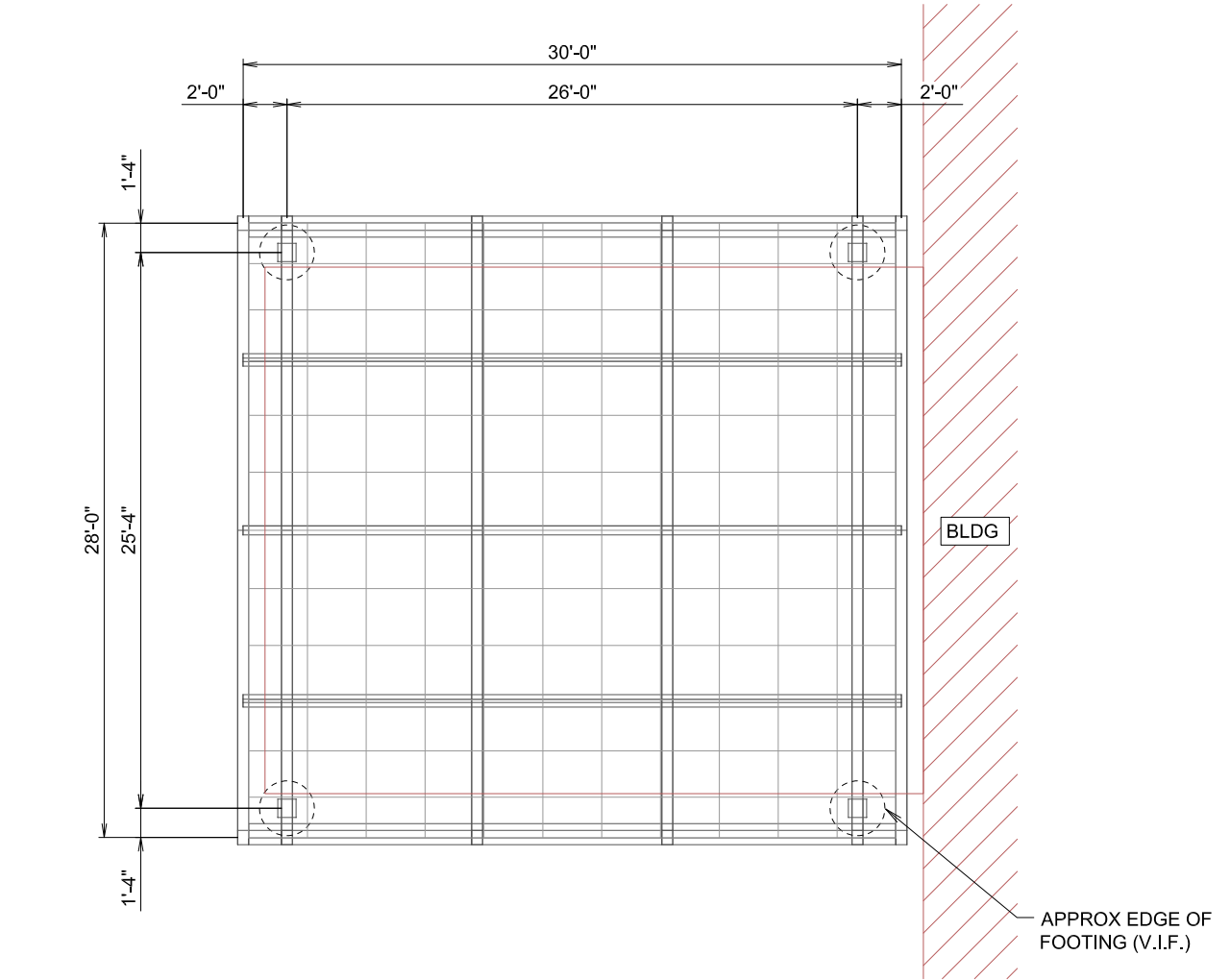
Title: _____

Date: _____

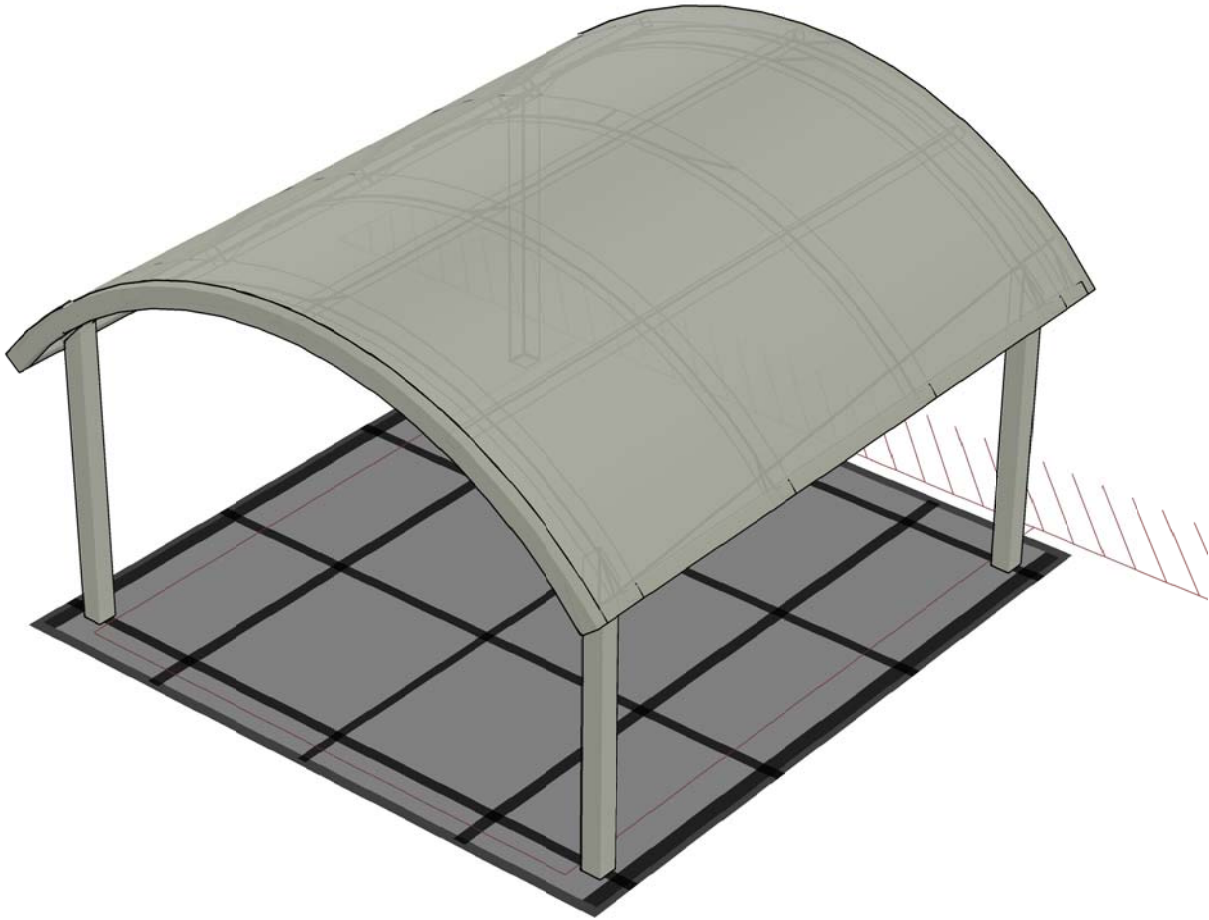
Date: _____

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

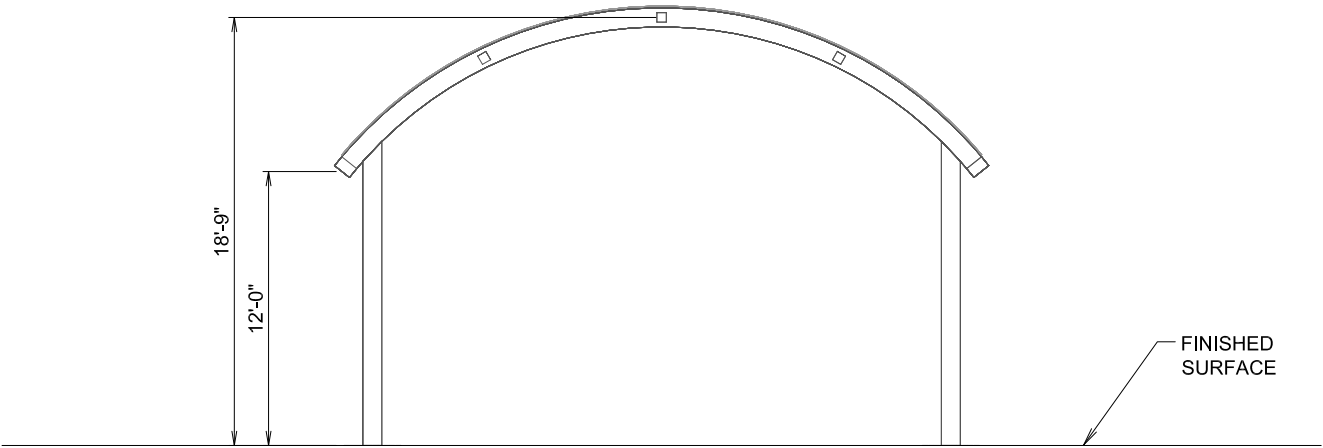
NOTES:
-THESE DRAWINGS ARE A PICTORIAL REPRESENTATION OF FABRIC AND STEEL ONLY. NONE OF THE REQUIRED ATTACHMENT OR CONNECTION DETAILS HAVE BEEN DEPICTED.
-ALL DIMENSIONS AND HEIGHTS MUST BE FIELD VERIFIED PRIOR TO ANY FINAL DESIGN, FABRICATION OR INSTALLATION WORK.
-FINAL FOOTING TYPE AND SIZE WILL BE DETERMINED AT ENGINEERING PHASE.



SOUTH ELEVATION



PERSPECTIVE VIEW



WEST ELEVATION

CUSTOMER:
CITY OF DEER PARK

PROJECT NAME:
**DEER PARK
ENTRANCE CANOPY**
LOCATION:
**1302 CENTER ST
DEER PARK, TX 77536**

STRUCTURE TYPE:
CUSTOM

SIZE:
28' X 30' X 12' e

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF
USASHADE AND FABRIC STRUCTURES
AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.

USASHADE
& Fabric Structures
CORPORATE HEADQUARTERS
2580 ESTERS BLVD., SUITE 100
DFW AIRPORT, TX 75261
800-966-5005

CERTIFICATIONS:
IAS CERTIFICATION No: FA-428
CLARK COUNTY MANUFACTURER
CERTIFICATION NUMBER (NEVADA): 355

REV	DESCRIPTION	DATE	DRW	CHK	ENG

Drawn By :	YH	11/19/20
Checked By :	YH	11/19/20
Approved By :	YH	11/19/20

DRAWING DESCRIPTION:
VIEWS

DWG.
CON-NOV-035-20

PAGE
1000

REV.



rendering

Deer Park Entrance Canopy

con-nov-035-20 by: YH 11.19.20



Shade Solutions with Weatherproof fabric

presented by:
Jared Angelica
Senior Regional Manager



HCA Health Center Dallas, TX



NW International Airport Panama City, FL



FC Dallas Sports Complex Frisco, TX



Emergency Communications Bldg. Lubbock, TX



IAH Airport Cargo Area

Houston, TX



USASHADE
& Fabric Structures.



Smart Financial Center

Sugar Land, TX



Hughes Landing

The Woodlands, TX



USASHADE
& Fabric Structures.



Culver Plaza Food Court Irvine, CA



Northwest Career & Technical Academy Las Vegas, NV



The Club at The Township Ridgeland, MS

*Please contact me to
discuss the design of
unique shade solutions
into your next project*

*Jared Angelica
Senior Regional Manager
713.254.8861
jareda@usa-shade.com*

FRU88X-6 400

MEMBRANE STRUCTURE FABRIC WITH ARMORKOTE™

DESCRIPTION

NovaShield® brand FRU88X-6 400 is a flame-retardant, heavyweight fabric for applications requiring UV stability, such as membrane structures and alternate daily landfill covers. The scrim is produced in a special weaving pattern to enhance thickness, flatness, abrasion resistance, and tear properties. The flame-retardant proprietary coating is used to enhance abrasion resistance, flex resistance, seam strength, UV resistance and longevity.

FABRIC SPECIFICATIONS

Weave: Woven clear HDPE scrim using natural FR/UV tapes
Coating: LDPE, 4 mil average each side (95 g/m²/side)
Color: White, blue, green, grey, sandstone and other colors available upon request
Weight: 12.4 oz/yd² (407g/m²) +/- 5 %
Thickness: 23 mil (0.59 mm) ASTM D1777

ROLL SPECIFICATIONS

Cores: 4 inch I.D. or 5 inch I.D. available
Width: Up to 144 inches (-0, +0.5) as ordered
Length: Minimum 250 yds/roll;
up to 1000 yds/roll

These values are typical data and are not intended as limiting specifications.



intertape polymer group®

100 Paramount Drive, Suite 300 | Sarasota, FL 34232 | USA
Customer Service: 800.565.2000
www.itape.com | info@itape.com

While we believe them to be reliable, the statements and information herein are only for general guidance and are not warrants or guarantees for accuracy and completeness. The user must, by test or otherwise, determine suitability for this purpose. There is no warranty of fitness for a particular purpose. Our standard term and conditions of sale apply exclusively to all orders, and all liability for damages of any kind, including consequential, exceeding purchase price is excluded. No one is authorized by us to make oral warranties. We reserve the right to make changes without notice or obligation in our products and publications.

EFFECTIVE: 3/16

INTERTAPE POLYMER GROUP® TECHNICAL DATA SHEET

PERFORMANCE PROPERTIES

The following data are typical values based on ASTM standard tests. This data should not be considered specification.

Grab Tensile ASTM D5034	Warp 375 lb 1665 N / Weft 340 lb 1510 N
Strip Tensile (N/5cm) ASTM D5035	Warp 260 lb/in (2310)/Weft 240 lb/in (2131)
Tongue Tear ASTM D2261	Warp 120 lb 533 N / Weft 110 lb 489 N
Trapezoidal Tear ASTM D4533	Warp 110 lb 488 N / Weft 90 lb 400 N
Mullen Burst ASTM D3786	665 psi / 4581 kPa
Accelerated UV Weathering¹ ASTM G154	>90 % strength retention after 2000 hrs exposure @ 0.77 W/m ² /nm, or 1200 hrs exposure @ 1.35 W/m ² /nm
Accelerated Natural Weathering ASTM G90	>80 % strength retention after 5 Florida Standard Years ²
Low Temperature Bend ASTM D2136	-60°C

¹ Q.U.V [A-340 Lamps]; 8 hrs UV @ 60°C; 4hrs condensation @ 50°C ² 1333 MJ

FR PERFORMANCE

This product meets the requirements of NFPA 701 – 2015 (Method 1 and Method 2), 2010 (Method 1 and Method 2), 2004 (Method 1 and Method 2), 1989 (large and small scale) and 1996 (tests 1 and 2), CAN/ULC S109-M87 (small and large scale), CAN/ULC S102-03, CAN/ULC S102.2-03, ASTM E84-15a (Class 1), California Fire Marshal (F-51405).



NovaShield®
BRAND

NovaShield® II with ArmorKote™

FRU88X-6, 400

DESCRIPTION

Nova-Shield® II FRU88X-6 400 is a heavyweight fabric for applications requiring UV stability, such as membrane structures and alternate daily landfill covers. The scrim is produced in a special weaving pattern to enhance thickness, flatness, abrasion resistance, and tear properties. The proprietary coating is used to enhance abrasion resistance, flex resistance, seam strength, UV resistance and longevity.

FABRIC SPECIFICATIONS

Weave: Woven clear HDPE scrim using natural FR/UV tapes
Coating: LDPE, 4 mil average each side (95 g/m²/side)
Color: Off-white, blue, green, grey, sandstone and other colors available upon request
Weight: 12.4 oz/yd² (407g/m²) +/- 5 %
Thickness: 23 mil (0.50 mm) ASTM D1777

ROLL SPECIFICATIONS

Cores: 4 inch I.D. or 5 inch I.D. available
Width: Up to 150 inches (-0, +0.5) as ordered
Length: minimum 250 yds/roll; up to 1000 yds/roll

These values are typical data and are not intended as limiting specifications.



intertape polymer group™

3647 Cortez Road West | Bradenton, FL 34210 | USA

Customer Service: 800.IPG.8273 | 800.474.8273

Tape Technical Service: 877.447.4832

www.intertapepolymer.com | info@itape.com

While we believe them to be reliable, the statements and information herein are only for general guidance and are not warrants or guarantees for accuracy and completeness. The user must, by test or otherwise, determine suitability for this purpose. There is no warranty of fitness for a particular purpose. Our standard term and conditions of sale apply exclusively to all orders, and all liability for damages of any kind, including consequential, exceeding purchase price is excluded. No one is authorized by us to make oral warranties. We reserve the right to make changes without notice or obligation in our products and publications.

EFFECTIVE: 05/12

INTERTAPE POLYMER GROUP TECHNICAL DATA SHEET

PERFORMANCE PROPERTIES

The following data are typical values based on ASTM standard tests. These data should not be considered specification.

Grab Tensile ASTM D5034-09	Warp 360 lb 1598 N / Weft 350 lb 1555 N
Strip Tensile (N/5cm) ASTM D5035-11	Warp 275 lb/in (2444)/Weft 250 lb/in (2222)
Tongue Tear ASTM D2261-07a	Warp 120 lb 533 N / Weft 110 lb 489 N
Trapezoidal Tear ASTM D4533-04(2009)	Warp 100 lb 444 N / Weft 90 lb 400 N
Mullen Burst ASTM D3786-09	675 psi / 4657 kPa
Accelerated UV Weathering¹ ASTM G154-06	>90 % strength retention after 2000 hrs exposure @ 0.77 W/m ² /nm, or 1200 hrs exposure @ 1.35 W/m ² /nm
Accelerated Natural Weathering ASTM G90-10	>80 % strength retention after 5 Florida Standard Years ²
Low Temperature Bend ASTM D2136-02(2007)	-60°C

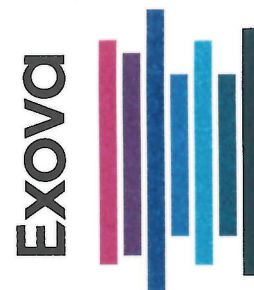
¹ Q.U.V [A-340 Lamps]; 8 hrs UV @ 60°C; 4hrs condensation @ 50°C ² 1333 MJ

FR PERFORMANCE

This product meets the requirements of NFPA 701 – 2010 (Method 1 and Method 2), 2004 (Method 1 and Method 2), 1989 (large and small scale) and 1996 (tests 1 and 2), CAN/ULC S109-M87 (small and large scale), CAN/ULC S102-03, CAN/ULC S102.2-03, ASTM E84-00a (Class 1), UBC31-1, California Fire Marshal (F-51405).

Exova
2395 Speakman Dr.
Mississauga
Ontario
Canada
L5K 1B3

T : +1 (905) 822-4111
F : +1 (905) 823-1446
E : info@exova.com
W: www.exova.com



Testing, calibrating, advising

NFPA 701-2015 Test Method 2 - Flame Propagation of "NovaShield FRU88X-6 400"

A Report To:	Intertape Polymer Group 50 Abbey Avenue Truro, NS B2N 6W4
Phone:	902 896-1089
Attention:	Robbin Spencer
Email:	rspencer@itape.com
Submitted By:	Exova Warringtonfire North America
Report No.	16-002-059(B) 2 pages + appendix
Date:	February 12, 2016

ACCREDITATION To ISO/IEC 17025 for a defined Scope of Testing by the International Accreditation Service

SPECIFICATIONS OF ORDER

Determine flame resistance in accordance with Test Method 2 of NFPA 701, 2015 Edition, as per Intertape Polymer Inc., reference Purchase Order No. PO079041 and Exova Warringtonfire North America Quotation No. 15-002-395130 RV1 dated January 26, 2016.

IDENTIFICATION (Exova sample identification number 16-002-S0059)

Reinforced fabric material described as, "LDPE coated on HDPE substrate", and identified as: "NovaShield FRU88X-6 400"

TEST RESULTS

NFPA 701 - 2015 Test Method 2 Standard Methods of Fire Tests for Flame Propagation of Textiles and Films

Tested "as-received" and in flat sheet configuration.

Weight: n/a (pre-cut)	Length of Char (mm)	Afterflame Time (s)	Flaming Dripping Time (s)
Trial 1:	300	0.0	0.0
2:	300	0.0	0.0
3:	330	0.0	0.0
4:	335	0.0	0.0
5:	335	0.0	0.0
6:	360	0.0	0.0
7:	360	0.0	0.0
8:	350	0.0	0.0
9:	345	0.0	0.0
10:	345	0.0	0.0
Maxima Specified by NFPA 701 Test Method 2:	435	2.0	2.0 (individual)

CONCLUSIONS

When tested "as-received" and in flat sheet configuration, the material identified in this report meets the flame propagation requirements of Test Method 2 of NFPA 701, 2015 Edition.


Serap Carpino,
Technologist


Ian Smith,
Technical Manager

Note: This report and service are covered under Exova Canada Inc. Standard Terms and Conditions of Contract which may be found on the Exova website (www.exova.com), or by calling 1-866-263-9268.

APPENDIX

(1 page)

Summary of Test Procedure

NFPA 701 - 2015 Edition
 Standard Methods of Fire Tests for
Flame Propagation of Textiles and Films

Test Method 2

For conducting flame tests of fabrics in the flat configuration, Test Method 2 of NFPA 701 specifies testing on at least ten specimens, each 125 x 1200 mm (5 x 47 inches).

For conducting flame tests of fabrics hung in folds, at least four specimens, each 610 x 1200 mm (24 x 47 inches) are required. Each specimen is folded longitudinally to form four folds. Those specimens that cannot be folded are tested in the flat configuration.

Prior to testing, the specimens are conditioned at 105°C (220°F) for a period of 1 to 3 hours. If specimens melt or permanently deform at 105°C they shall be conditioned at 20°C ± 5°C for at least 24 hours prior to flame exposure.

Each specimen is removed from the conditioning chamber individually, and immediately suspended in a steel stack, 305 mm (12 inches) square and 2133 mm (84 inches) high. The stack is open at both the top and bottom and is supported 305 mm above the floor. The lower edge of the specimen is positioned 100 mm (4 inches) above the tip of a gas burner which is inclined at 25° to the vertical. The burner is adjusted to yield a flame 280 mm (11 inches) in height and is positioned directly beneath the specimen for a period of 2 minutes. Char length is then measured as the original length of the specimen minus the distance from the top edge of the specimen to the horizontal line above which all material is intact.

Flame Resistance Requirements:

<u>Specimen Configuration</u>	<u>Maximum Char Length or Destroyed Material Length (mm)</u>	<u>Maximum Afterflame Time (s)</u>	<u>Duration of Flaming Drips on Floor of Tester (s)</u>
Folded	1050	2.0	2.0
Flat	435	2.0	2.0



**CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL**

REGISTERED FLAME RESISTANT PRODUCT

Product:

FRU88X-6 (4 MIL)

Registration No.

F-51405

Product Marketed By:

INTERTAPE POLYMER GROUP

50 ABBEY AVENUE

TRURO NOVA SCOTIA CANADA B2N 6W4

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 13115, California Health and Safety Code.

The scope of the approved use of this product is provided in the current edition of the **CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS** published by the California State Fire Marshal.

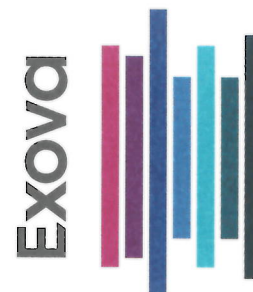
A handwritten signature in black ink, appearing to read 'Jay Adams', is written over a horizontal line.

Deputy State Fire Marshal

Expire: 6/30/2020

Exova
2395 Speakman Dr.
Mississauga
Ontario
Canada
L5K 1B3

T: +1 (905) 822-4111
F: +1 (905) 823-1446
E: info@exova.com
W: www.exova.com



Testing, calibrating, advising

ASTM E 84 Surface Burning Characteristics of "NovaShield FRU88X-6 400"

A Report To:

Intertape Polymer Group

50 Abbey Avenue

Truro, NS

B2N 6W4

Phone:

902-896-1089

Attention:

Robbin Spencer

E-mail:

rspencer@itape.com

Submitted by:

Exova Warringtonfire North America

Report No.

16-002-573

4 Pages

Date:

October 17, 2016

ACCREDITATION To ISO/IEC 17025 for a defined Scope of Testing by the International Accreditation Service

SPECIFICATIONS OF ORDER

Determine the Flame Spread and Smoke Developed Indices based upon a single test conducted in accordance with ASTM E 84-16, as per Intertape Polymer Inc. reference Purchase Order No. O080630 and Exova Warringtonfire North America Quotation No. 16-002-455719 accepted October 3, 2016.

SAMPLE IDENTIFICATION

(Exova sample identification number 16-002-S0573)

Reinforced material, described as, "LDPE coated on HDPE substrate (White/White)", identified as: "NovaShield FRU88X-6 400"

TEST PROCEDURE

The method, designated as ASTM E 84-16 "Standard Method of Test for Surface Burning Characteristics of Building Materials", is designed to determine the relative surface burning characteristics of materials under specific test conditions. Results are expressed in terms of Flame Spread Index (FSI) and Smoke Developed Index (SDI).

Although the procedure is applicable to materials, products and assemblies used in building construction for development of comparative surface spread of flame data, the test results may not reflect the relative surface burning characteristics of tested materials under all building fire conditions.

SAMPLE PREPARATION

The test specimen consisted of 1 continuous section of material approximately 0.02 inches (0.5 mm) in thickness by 21 inches (533 mm) in width by 288 inches (7315 mm) in length. Prior to testing, the specimen was conditioned to constant weight at a temperature of $73 \pm 5^{\circ}\text{F}$ ($23 \pm 3^{\circ}\text{C}$) and a relative humidity of $50 \pm 5\%$. During testing, the specimen was supported over its full length by 2 inch (50 mm) hexagonal wire mesh and was further supported across its width by 0.25 inch (6 mm) steel rods spaced nominally at 24 inch (610 mm) intervals.

The testing was performed on: 2016-10-17

SUMMARY OF TEST PROCEDURE

The tunnel is preheated to $150 \pm 5^{\circ}\text{F}$ ($66 \pm 2.8^{\circ}\text{C}$), as measured by the floor-embedded thermocouple located 23.25 feet (7087 mm) downstream of the burner ports, and allowed to cool to $105 \pm 5^{\circ}\text{F}$ ($40.5 \pm 2.8^{\circ}\text{C}$), as measured by the floor-embedded thermocouple located 13 feet (3962 mm) from the burners. At this time the tunnel lid is raised and the test sample is placed along the ledges of the tunnel so as to form a continuous ceiling 24 feet (7315 mm) long, 12 inches (305 mm) above the floor. Three 8 foot (2438 mm) sections of 0.25 inch (6 mm) cement board are then placed on the back side of the sample end-to-end, to protect the tunnel lid, and the lid is then lowered into place.

SUMMARY OF TEST PROCEDURE (continued)

Upon ignition of the gas burners, the flame spread distance is observed and recorded every second. Flame spread distance versus time is plotted. Calculations ignore all flame front recessions and Flame Spread Index (FSI) is determined by calculating the total area under the curve for the test sample. If the area under the curve (A) is less than or equal to 97.5 min·ft, then $FSI = 0.515 \cdot A$; if greater, $FSI = 4900/(195-A)$. FSI is then rounded to the nearest multiple of 5.

Smoke Developed Index (SDI) is determined by dividing the total area under the obscuration curve by that of red oak, and multiplying by 100. SDI is then rounded to the nearest multiple of 5 if less than 200. SDI values over 200 are rounded to the nearest multiple of 50.

TEST RESULTS

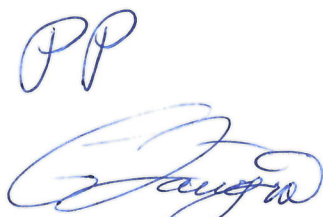
<u>SAMPLE</u>	<u>Flame Spread Index (FSI)</u>	<u>Smoke Developed Index (SDI)</u>
"NovaShield FRU88X-6 400"	5	180

Observations of Burning Characteristics

- The specimen ignited approximately 7 seconds after exposure to the test flame. Melting, dripping and flaming dripping behavior was observed. Material that dripped to the floor of the apparatus also ignited.
- The flame front propagated to a maximum distance of 2.8 feet (0.9 metres) at approximately 576 seconds.

Authorities having jurisdiction usually refer to these categories:

	<u>Flame-Spread Index</u>	<u>Smoke Development</u>
Class 1 or A	0 - 25	450 Maximum
Class 2 or B	26 - 75	450 Maximum
Class 3 or C	76 - 200	450 Maximum

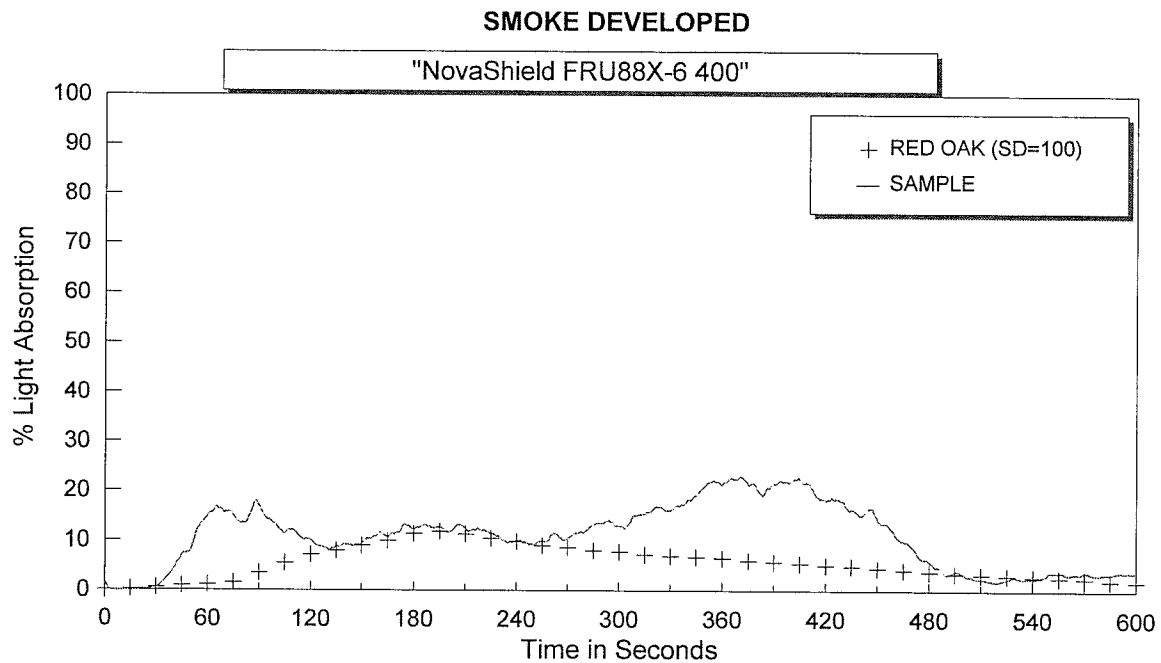
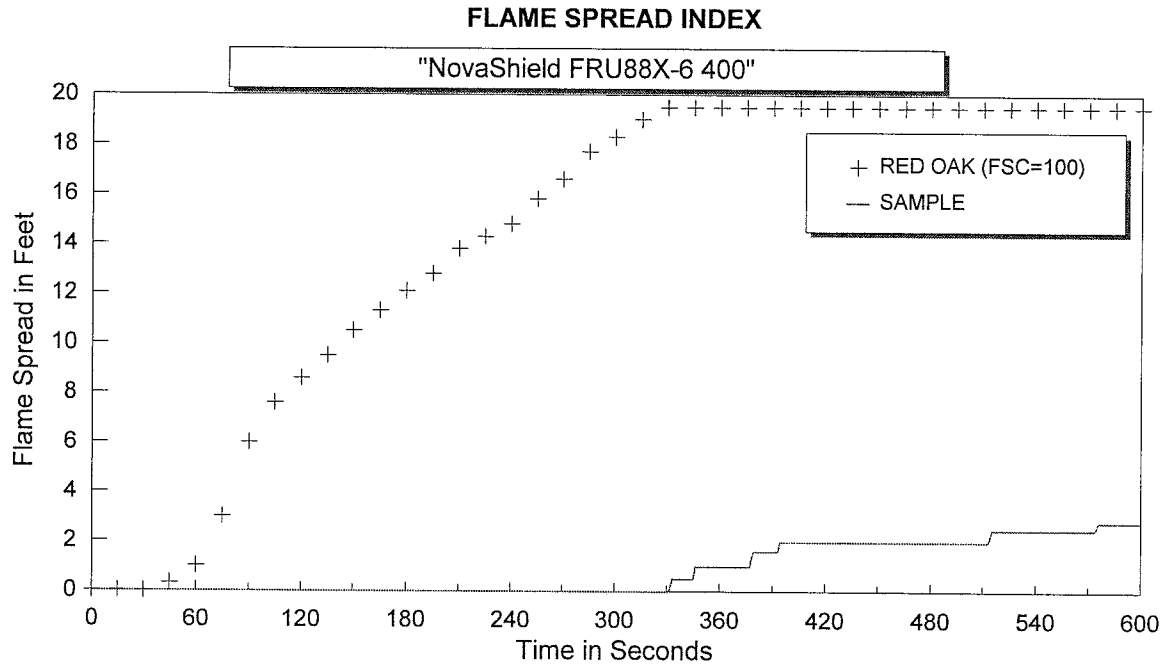


Robert A. Carleton,
Technologist.



Ian Smith,
Technical Manager.

Note: This report and service are covered under Exova Canada Inc. Standard Terms and Conditions of Contract which may be found on the Exova website (www.exova.com), or by calling 1-866-263-9268.



**Flame Spread
Index (FSI)**

5

**Smoke Developed
Index (SDI)**

180











Legislation Details (With Text)

File #:	DIS 21-002	Version:	1	Name:	
Type:	Discussion	Status:		Agenda Ready	
File created:	12/28/2020	In control:		City Council Workshop	
On agenda:	1/5/2021	Final action:			
Title:	Discussion of issues relating to amending Ordinance No. 3648 granting a pipeline franchise to NuStar Logistics for a twelve-inch (12") Propane Pipeline. (First reading)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	NuStar City Deer Park Ltr 201216 (003) NuStar Nustar map NuStar Logistics Pipeline 2				

Date	Ver.	Action By	Action	Result
1/5/2021	1	City Council Workshop		

Discussion of issues relating to amending Ordinance No. 3648 granting a pipeline franchise to NuStar Logistics for a twelve-inch (12") Propane Pipeline. (First reading)

Summary:

In 2014, NuStar Logistics was granted approval to build a 12" propane pipeline. NuStar would like to modify the contents of the pipeline to refined petroleum products (see attachment). The request to modify the pipeline has been reviewed by Engineering Coordinator Fred Beck and the Fire Marshal.

The process for granting a pipeline franchise requires the reading of the proposed ordinance at three meetings with the final reading being no less than forty-two (42) days after the first reading. The ordinance will be read on the January 5th, January 19th with adoption on February 16th.

Fiscal/Budgetary Impact:

None

Amend ordinance



December 16, 2020

Shannon Bennett, City Secretary
P.O. Box 700
Deer Park, TX
77536

Regard: Amendment of Ordinance 3648

City of Deer Park,

NuStar Logistics, L.P. was granted ordinance number 3648 on June 17, 2014, to build a 12-inch propane pipeline. The company now wants to change the contents conveyed by the pipeline to refined petroleum products. This letter is submitted as a request to make that change.

- Purpose for modification is to change conveyed product from LPG (propane) to refined petroleum products;
- Pipeline Maximum Allowable Operating Pressure will remain at: MAOP = 1,050 psi;
- Pipeline Pipe Specs will remain as 12.75" Diameter, 0.375" WT, API 5L X52 w/14-16 mils FBE + 20-40 mils ARO (ARO for bores).

Attached is the amendment application payment in the amount of \$ 2,500.00.

If you have any questions, please contact me at 210-918-2178.

Sincerely,

A handwritten signature in blue ink, appearing to read "Clay T. Goar", with a stylized flourish at the end.

Clay T. Goar
Sr. Manager – Real Estate and Survey
NuStar Energy
19003 IH 10 West
San Antonio, TX 78257
210-918-2178
210-394-9198 (Mobile)

CITY OF DEER PARK

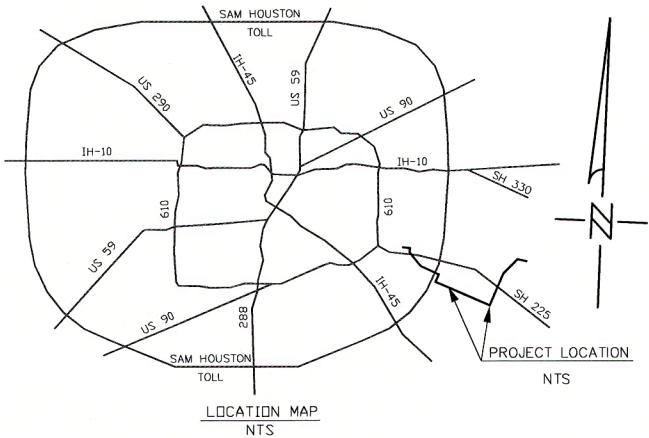
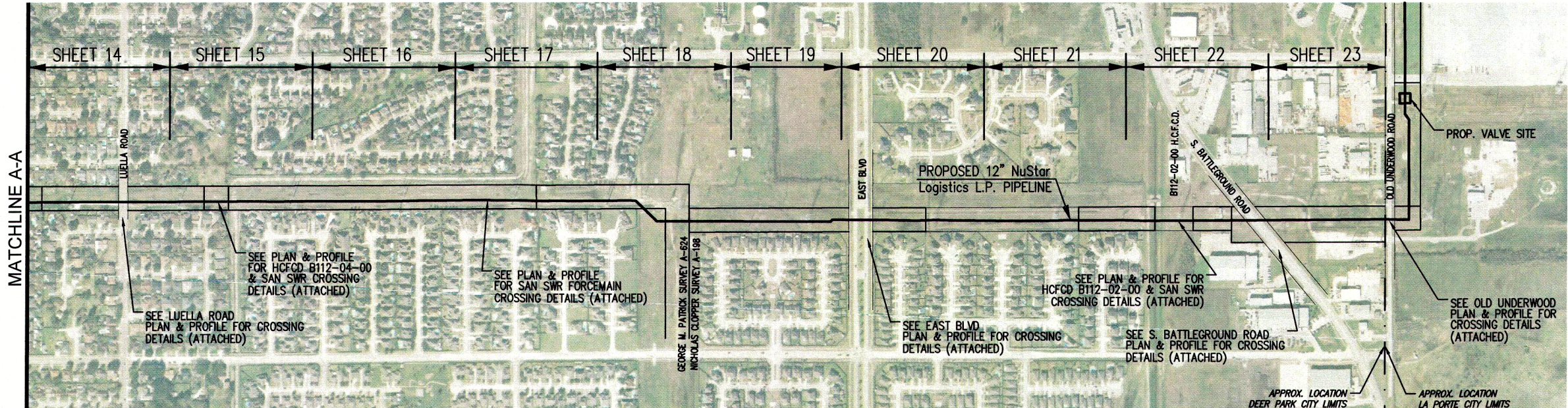
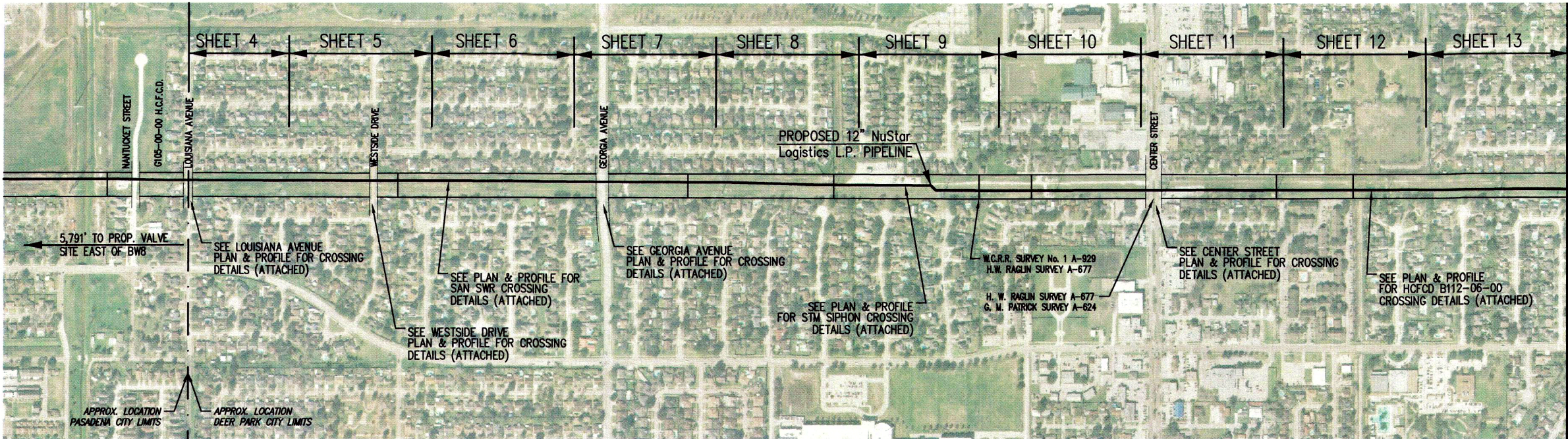
REC#: 01579405 12/28/2020 1:20 PM
OPER: AC TERM: 001
REF#: 60461639
PAID BY:

TRAN: 266.0000 FRANCHISE TAX REVENU
NUSTAR LOGISTICS
FRANCHISE TAX REVEN 2,500.00CR

TENDERED: 2,500.00 CHECK
APPLIED: 2,500.00-

CHANGE: 0.00

\\dc1\Projects\CV051\DWG\Survey\CNP\Permit Exhibits\CV051 - 02-CITY OF DEER PARK\CV051 - 03 COVER SHEET - ARIEL.dwg, COVER SHEET 01, 04/10/14 2:28.19PM



ABBREVIATIONS

P.O.C.	= POINT OF COMMENCEMENT
R.O.W.	= RIGHT OF WAY
TYP.	= TYPICAL
ST.	= STREET
RD	= ROAD
HWY	= HIGHWAY

PROPOSED 12" NuStar Logistics L.P.
PIPELINE CROSSING

THE CITY OF
DEER PARK

HARRIS COUNTY, TEXAS

© Copyright 2014 Weisser Engineering Company, Inc.

DRAWN BY:	W.E.C.	CALC'D. BY:	J.G.	SCALE:	1" = 800'
		CHECKED BY:	J.M./K.J.	SHEET	3 OF 23
CREW CHIEF:		DATE:	04/08/2014	JOB No.:	CV051

1. BEARING AND GRID COORDINATES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE 4204, NAD83 (2011 adj.) WITH A COMBINED SCALE FACTOR = 0.999885809. ALL DISTANCES ARE SURFACE DISTANCES.
2. SEE ACCOMPANYING LEGAL DESCRIPTION OF HEREIN DESCRIBED CENTERLINE.

"EXHIBIT"



WEISSER
Engineering &
Surveying Co.

19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300
T.B.P.E.R. #F-68 T.B.P.L.S. #100518-00



ORDINANCE NO. _____

AN ORDINANCE GRANTING NUSTAR LOGISTICS, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, LAY, MAINTAIN, OPERATE AND USE A PIPELINE IN, UNDER AND ACROSS STREETS, AVENUES, PARKWAYS AND BOULEVARDS IN THE CITY OF DEER PARK, HARRIS COUNTY, TEXAS, FOR THE PURPOSE OF TRANSPORTING REFINED PETROLEUM PRODUCTS; PROVIDING FOR A FEE; PROVIDING AN INDEMNITY CLAUSE; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; RESERVING ALL POWERS OF REGULATION; PROVIDING FOR AND ACCEPTANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY BY FINE OF UP TO \$2,000.00 FOR EACH DAY'S VIOLATION.

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

Section 1. Subject to compliance with the terms, conditions and provisions of this Ordinance, the City of Deer Park, Texas, herein called "Grantor", does hereby grant unto **NUSTAR LOGISTICS**, its successors and assigns, herein called "Grantee", the right, privilege and franchise to construct, lay, maintain, operate and use, in, under, across and along any and all of the present and future streets, as described in Grantee's proposal, heretofore filed with the City Secretary, a twelve inch (12") pipeline for the purpose of transporting refined petroleum products.

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

Grantee's cost within the present, proposed or future proposed streets, both public and private, and places whenever such shall be reasonably necessary on account of the installation, relocation, change removal or addition of Grantor's water, sanitary sewer or storm sewer line or appurtenances or the widening, paving, repaving, change of grade, relocation or other construction by Grantor within such present, proposed or future proposed public or private streets, places or ways. The surface of any public road, highway, streets, lanes, alleys or other public place disturbed by Grantee in erecting, constructing, maintaining, operating, using, extending, removing, replacing or repairing its pipelines shall be restored immediately after the completion of the work to as good a condition as before the commencement of the work and maintained to the satisfaction of the Grantor, or of any official of Grantor to whom such duties have been or may be duly delegated, for one year from the date the surface of said public road, highway, street, lane, alley or other public place is broken for such construction, maintenance or removal work. Grantee shall, as soon as reasonably possible, notify City's Fire and Police Departments of the commencement of any of the aforesaid work giving its location and extent. No public road, highway, street, lane, alley or other public place shall be encumbered by construction, maintenance or removal work by Grantee for a longer period than shall be necessary to execute such work.

Section 3. Grantee agrees to pay an initial fee of Two Thousand Five Hundred Dollars (\$2500.00) for this franchise and an annual fee thereafter in the sum of Five Hundred Dollars (\$500.00), payable annually in advance, on or before the anniversary date of the final passage of this Ordinance.

Section 4. Grantee agrees by accepting the franchise, to save the City of Deer Park harmless from all liability for injury or damage to any person or persons, or property, caused by the construction, maintenance, operation, repair or removal of any part or all of such pipeline, and to pay to the City of Deer Park all damages caused to the City by reason of any such matters, including, without limitation thereby, the cost of repaving any cut in any pavement with materials approved by the City Manager and of repairing all excavations made by the Grantee in any street, alley, or public place.

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

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

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

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

Section 9. The Grantee shall, within thirty (30) days from the date this Ordinance is finally passed, file with the Grantor a written statement signed in its name and behalf in the following form:

"To the City of Deer Park:

"The Grantee, for itself, its successors and assigns, hereby accepts the above and foregoing

Ordinance and agrees to be bound by all of its terms and provisions."

NUSTAR LOGISTICS

By: _____

Dated the _____ day of _____, 2021."

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

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

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

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

Section 13. This Ordinance or the caption thereof shall be read at three (3) regular meetings of the City Council of the City of Deer Park, Texas, and shall not be finally acted upon until at least forty-two (42) days after the first reading hereof. It shall take effect if passed on that date.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed and approved** on the first reading on this the ____ day of _____, 2021 **by a vote of** **“Ayes” and** **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed and approved** on the second reading on this the ____ day of _____, 2021 **by a vote of** **“Ayes” and** **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on the third and final reading on this the ____ day of _____, 2021 **by a vote of** **“Ayes”** **and** **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney