



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

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

James Stokes, City Manager  
Gary Jackson, Assistant City Manager

Jerry Mouton Jr., Mayor

Shannon Bennett, 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.*

*Ordinance #4239*

*Resolution #2021-01*

## **CALL TO ORDER**

*The 1778th 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.*

## **PRESENTATIONS**

1. Recognize Deer Park High School Cheer Squad.

[PRE 21-013](#)

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*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.*

**2. Presentation of the 2020 Achievement of Library Excellence Award. [PRE 21-012](#)**

**Recommended Action:** Present the 2020 Achievement of Library Excellence Award to the Deer Park Public Library.

**Department:** Library

**Attachments:** [2020 TMLDA Congratulatory Letter](#)  
[2020 TMLDA Award Service Areas](#)

**3. Proclamation for National Library Week 2021. [PRO 21-003](#)**

**Recommended Action:** Mayor to Proclaim National Library Week 2021.

**Department:** Library

**Attachments:** [NLW-2019-proclamation DP presentation version](#)

**CONSENT CALENDAR****4. Approval of minutes of workshop meeting on March 16, 2021. [MIN 21-036](#)**

**Recommended Action:** Approval

**Attachments:** [CC MW 031621](#)

**5. Approval of minutes of regular meeting on March 16, 2021. [MIN 21-037](#)**

**Recommended Action:** Approval

**Attachments:** [CC MR 031621](#)

**6. Approval of minutes of special meeting on March 29, 2021. [MIN 21-038](#)**

**Recommended Action:** Approval

**Attachments:** [CC MS 032921](#)

**7. Approval of the revised Policies and Procedures for Boards and Commissions. [POL 21-001](#)**

**Recommended Action:** Approval

**Attachments:** [Redline](#)  
[Policy.Board Commission Appointments. revised for 2020 Strategic Plan](#)

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*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.*

8. Acceptance of completion for the purchase and installation two (2) walking bridges in Dow Park and release of final payment and retainage to T.F. Harper, LLC. [ACT 21-003](#)

**Recommended Action:** Recommendation is to accept of completion for the purchase and installation two (2) walking bridges in Dow Park and release of final payment and retainage to T.F. Harper, LLC

**Attachments:** [Certificate of All Bills Paid - TFHarper](#)  
[Invoice C21-02-015](#)  
[Invoice C21-03-015](#)

9. Acceptance and release of retainage for the Emergency Sewer Failure on Downing Circle/Pasadena Blvd. Intersection project. [ACT 21-005](#)

**Recommended Action:** Staff is recommending that council accept completion of the project.

**Department:** Public Works

## NEW BUSINESS

10. Consideration of and action on authorization for the purchase and installation of two (2) pedestrian bridges in Dow Park from T.F. Harper and Associates via the Buyboard contract #592-19 [PUR 21-007](#)

**Recommended Action:** Recommendation is to authorization for the purchase and installation of two (2) pedestrian bridges in Dow Park from T.F. Harper and Associates via the Buyboard contract #592-19

**Attachments:** [Foot Bridges - Phase 3](#)  
[phase 3 bridges](#)  
[Bridge 1.7](#)

11. Consideration of and action on approval to pay Superion-Centralsquare Agency Licensing Fees for RMS/CAD software maintenance. [PUR 21-004](#)

**Recommended Action:** Staff recommends approving to pay the Superion-Centralsquare Agency Licensing Fees for RMS/CAD software maintenance.

**Attachments:** [Superion-Centralsquare invoice](#)

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

12. Consideration of and action on renewing the contract with Richmond Printing for the Printing of the City Messenger. [CON 21-003](#)

**Recommended Action:** Renew the contract with Richmond Printing for the printing of the City Messenger.

**Department:** Finance

**Attachments:** [Contract Extension 2021](#)  
[Printer - Mohawk Price Increase 02.11.21](#)  
[Printer - Suzano Price Increase 02.22.21](#)  
[Printer - TST Increase Letter 02.25.21](#)

13. Consideration of and action on entering into an agreement for architectural services with the Architectural Firm PGAL for design of the Deer Park Emergency Operation Center addition, reconfiguration of the existing EOC and Dispatch Center as well as the expansion of the Records unit at the Deer Park Police Department. [AGR 21-008](#)

**Recommended Action:** Staff recommends approval of the attached agreement for architectural services with PGAL for design of the Deer Park Emergency Operation Center addition, reconfiguration of the existing EOC and Dispatch Center, and expansion of the Records unit at the Deer Park Police Department.

**Department:** Public Works

**Attachments:** [Council Presentation - 12-15-2020](#)  
[2020-2021 CCPD budget](#)  
[Conceptual Design Narrative - 08-21-2020 - corrected](#)  
[PGAL – Architectural Services Agreement – 03-31-2020 - \\$384,525](#)

14. Consideration of and action on a resolution for support of Legislation for the enhanced structure of the Greater Harris County 9-1-1 System. [RES 21-094](#)

**Recommended Action:** Approval of Resolution

**Department:** City Secretary's Office

**Attachments:** [Memo GHC 9-1-1 Resolution in Support of Greater Harris County 9-1-1 Legisla](#)  
[Draft Resolution in Support of Greater Harris County 9-1-1 Fee Legislation](#)

## ADJOURN

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*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.*

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*Shannon Bennett, TRMC  
City Secretary*

*Posted on Bulletin Board  
April 1, 2021*

*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.*

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*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)

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**File #:** PRE 21-013    **Version:** 1    **Name:**  
**Type:** Presentation    **Status:** Agenda Ready  
**File created:** 3/30/2021    **In control:** City Council  
**On agenda:** 4/6/2021    **Final action:**  
**Title:** Recognize Deer Park High School Cheer Squad.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Recognize Deer Park High School Cheer Squad.

Summary: Deer Park High School Competition Cheer Team won the NCA National Cheerleaders Association Championship.

The team along with the coaches will be present to be recognized.

Fiscal/Budgetary Impact:



## Legislation Details (With Text)

**File #:** PRE 21-012    **Version:** 1    **Name:**  
**Type:** Presentation    **Status:** Agenda Ready  
**File created:** 3/28/2021    **In control:** City Council  
**On agenda:** 4/6/2021    **Final action:**  
**Title:** Presentation of the 2020 Achievement of Library Excellence Award.  
**Sponsors:** Library  
**Indexes:**  
**Code sections:**  
**Attachments:** [2020 TMLDA Congratulatory Letter](#)  
[2020 TMLDA Award Service Areas](#)

Date	Ver.	Action By	Action	Result
4/6/2021	1	City Council		

Presentation of the 2020 Achievement of Library Excellence Award.

### Summary:

Each year the Texas Municipal Library Directors Association accepts applications for the Achievement of Library Excellence Award. The award looks at a library's overall service from 10 different categories, including Summer Reading Program, enhancements to service, marketing materials and literacy support.

Of 568 public library systems in Texas, only 56 received the 2020 award. The Deer Park Public Library has demonstrated excellence in all ten areas required to qualify and has been awarded the 2020 Achievement in Library Excellence Award. This is the seventh year that the library has received the award.

Attached are the following:

- The award notification letter from the Texas Municipal Library Directors Association;
- The list of service areas covered by the award.

### Fiscal/Budgetary Impact:

None

Present the 2020 Achievement of Library Excellence Award to the Deer Park Public Library.

Hello,

Congratulations for earning the 2020 Achievement of Excellence in Libraries Award.

Of the 568 public library systems in Texas, your library is one of only 56 who have earned this year's award. With this honor, your library is now in the top 10% of all public libraries in the State. A list of the award winners is on the TMLDA website [here](#).

Your library will receive a packet containing the award plaque and a congratulatory announcement letter that you can present to the official indicated in #1 on the contact form. It will contain a separate congratulatory letter for the library director. Included in the mailing will be your application submission (if a binder or USB stick). They should be mailed out in the next few weeks (depending on when we receive the plaques). The Dropbox link to a folder containing a digital badge (image file) that can be used but not altered on websites, email signatures, and printed on stationary, etc., along with award promotion tips and other important information can be found here - [bit.ly/TMLDA2020Resources](https://bit.ly/TMLDA2020Resources). The image can be made to be clickable to the TMLDA award site to explain the value of the award and listing recipient libraries, or if you prefer, to a page you create showing your accomplishments and application.

TMLDA members are available to present the award at any local formal presentations recognizing the receipt of the award.

If you would like a local TMLDA representative to present your award publicly, please contact Libby Holtmann, Achievement of Excellence in Libraries Award committee chair at [libbyh@plano.gov](mailto:libbyh@plano.gov).

Again, congratulations on this accomplishment, and thank you for providing your community with outstanding and innovative services to enrich the lives of your residents.

Kind regards,



Libby Holtmann, Plano Public Library  
Chair, Achievement of Library Excellence Award  
Texas Municipal Library Directors Association





## Part II – Application

To successfully receive the Achievement of Library Excellence Award, the applicant must provide documentation in all 10 categories. **You must label each category by number in your application.** All categories require supporting materials. *The library need not provide all services indicated in each service category but should include an example of at least one program that represents each of the ten categories.* Submit one (1) complete set of the application and all requested attachments as outlined in the Application Guidelines.

**1. Provide services to underserved populations either through outreach, special programs, collaborations with other libraries or organizations, special classes, special collections, etc.**

*Include supporting materials such as:*

- Publicity items, fliers, program descriptions, etc.
- Newspaper articles or other media documents.
- Statistical information.

**2. Provide enhanced service to the public during the past year either through increase in service or a change in type of services.**

*Include supporting materials such as:*

- Circulation statistics.
- Other statistical information.
- Programs offered.
- Programming changes.
- Marketing materials for new or enhanced services.

**3. Provide current marketing materials highlighting basic services and publicity about specific programs the library offers.**

*Include supporting materials such as:*

- General library brochures.
- Recurring program brochures.
- Specific program publicity.
- Newsletter
- Media contacts (newspapers/TV/Cable).
- Bookmarks, fliers, etc.
- Web page publicity.
- Electronic publicity.

**4. Provide cultural, topical, and educational programming for adults and families.**

*Include supporting materials such as:*

- Publicity materials.
- Newspaper articles

**5. Provide literacy support for all ages.**

*Include supporting materials such as:*

- ESL Classes.
- GED Classes and/or High School Diploma Program.
- Support materials for ESL or GED.
- Family Storytimes.
- Bilingual material and/or programs.
- Tutoring programs or study centers.

**6. Conduct a Summer Reading Program; youth, teen and/or adult.**

*Include supporting materials such as:*

- Publicity items including brochures, newspaper articles, web articles, program fliers, bookmarks, etc.
- Statistical information, including the number of programs, program age levels, program attendance, and an overview of the program,

**7. Invest in collaborative efforts with community organizations.**

*Include supporting materials such as:*

- Programs with schools, museums, other educational institutions.
- Interdepartmental programs.
- Volunteer programs.
- Non-Governmental Agencies.

**8. Support workforce development.**

*Include supporting materials that demonstrate the library's activities to provide assistance to the unemployed, underemployed, or to assist in job skill development such as:*

- Publicity items, fliers, program descriptions, etc.
- Collections, e-resources, or classes focused on employment, resume creation, vocational training, and certifications, etc.
- Workspaces for mobile workers.
- Partnering with outside workforce development agencies.

**9. Support digital inclusion by providing public internet access, digital literacy training, and offering library services online.**

*Include supporting materials that demonstrate public internet access, digital literacy training, and at least one online library service such as:*

- Internet usage, and technology and training statistics.
- Provide information about library's or third party vendor's apps, screen shot.
- Statistical information on usage of online services such as homework help or online reference, downloadable collections, etc.
- Publicity items, fliers, program descriptions, etc.

**10. Establish professional staff training to include training opportunities for staff at all levels.**

*Include supporting materials such as:*

- Number of staff attending training.
- Number of classes attended.
- Attendance at professional meetings and conferences.
- Types of training.





## Legislation Details (With Text)

**File #:** PRO 21-003    **Version:** 1    **Name:**  
**Type:** Proclamation    **Status:** Agenda Ready  
**File created:** 3/28/2021    **In control:** City Council  
**On agenda:** 4/6/2021    **Final action:**  
**Title:** Proclamation for National Library Week 2021.  
**Sponsors:** Library  
**Indexes:**  
**Code sections:**  
**Attachments:** [NLW-2019-proclamation DP presentation version](#)

Date	Ver.	Action By	Action	Result
4/6/2021	1	City Council		

Proclamation for National Library Week 2021.

### Summary:

National Library Week will be celebrated April 4-10, 2021. First sponsored in 1958, National Library Week is a national observance sponsored by the American Library Association (ALA) and libraries across the country each April. It is a time to celebrate the contributions of our nation's libraries and librarians and to promote library use and support. All types of libraries (school, public, academic and special) participate. The theme for National Library Week (April 4-10, 2021), "Welcome to Your Library," promotes the idea that libraries extend far beyond the four walls of a building-and that everyone is welcome to use their services.

Rebecca Pool, Library Director, will be present at the April 6, 2021 Council Meeting to accept the 2021 National Library Week Proclamation.

### Fiscal/Budgetary Impact:

N/A

Mayor to Proclaim National Library Week 2021.

**National Library Week 2019  
Proclamation**

**WHEREAS**, today's libraries are not just about books but what they do for and with people;

**WHEREAS**, libraries of all types are at the heart of cities, towns, schools and campuses;

**WHEREAS**, libraries have long served as trusted and treasured institutions where people of all backgrounds can be together and connect;

**WHEREAS**, libraries and librarians build strong communities through transformative services, programs and expertise;

**WHEREAS**, libraries, which promote the free exchange of information and ideas for all, are cornerstones of democracy;

**WHEREAS**, libraries promote civic engagement by keeping people informed and aware of community events and issues;

**WHEREAS**, librarians and library workers partner with other civic organizations to make sure their community's needs are being met;

**WHEREAS**, libraries and librarians empower their communities to make informed decisions by providing free access to information;

**WHEREAS**, libraries are a resource for all members of the community by offering services and educational resources that transform lives and strengthen communities;

**WHEREAS**, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

**NOW, THEREFORE**, be it resolved that I, **Jerry L. Mouton, Jr.**, proclaim National Library Week, April 7-13, 2019. I encourage all residents to visit the library this week and explore what's new at your library and engage with your librarian. Because of you, Libraries Transform.



# City of Deer Park

710 E SAN AUGUSTINE  
DEER PARK, TX 77536

## Legislation Details (With Text)

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**File #:** MIN 21-036    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** Agenda Ready  
**File created:** 3/31/2021    **In control:** City Council  
**On agenda:** 4/6/2021    **Final action:**  
**Title:** Approval of minutes of workshop meeting on March 16, 2021.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CC\\_MW\\_031621](#)

Date	Ver.	Action By	Action	Result
4/6/2021	1	City Council		

Approval of minutes of workshop meeting on March 16, 2021.

Summary:

Fiscal/Budgetary Impact:

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  
MARCH 16, 2021 BEGINNING AT 7:45 P.M., WITH THE FOLLOWING MEMBERS  
PRESENT:

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

MAYOR  
COUNCILWOMAN  
COUNCILMAN  
COUNCILMAN  
COUNCILMAN  
COUNCILMAN

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 6:45 p.m.
2. COMMENTS FROM AUDIENCE –
  - a. Adam Ballesteros, 2214 Trinity Park Court, commented, “Good evening Mayor, Council, Administration and members of the audience. I just wanted to take a moment to say thank you. The note I’m about to read I wrote over 2 years ago, but felt the need to read it today. When my wife and I first moved here from Dickinson, North Dakota almost 3 years ago, we were not sure what to expect. In the years that I’ve been here we have fallen in love with Deer Park and made it home. Our children go to school here, actually, they go to daycare and my wife and I both work here. I am fortunate enough to work for the City of Deer Park and see all of the hard work that our Staff put into the City. Everything from Parks to Police to Public Works and our emergency capabilities (Deer Park is the best place to have a heart attack, which sometimes I think my very young children are going to give me) to the School District. As time went on, and we were looking for places to live I knew that Deer Park would be a great place to live and call home. I am fortunate that I am typically here at these meetings working for the City of Deer Park in the capacity of City Engineer, however I am also able to hear all of the

work that our elected officials do to make Deer Park the premier community in the Houston area. I also know how hard-working all of our staff is to make the City a better place to live work and play. My wife was not able to make it tonight, because she typically watches the children when I am at this meeting, but she also wanted me to thank everyone for making our home buying choice easier when we purchased our house here in Deer Park. Mayor, Council, Administration, we want to say thank you from Frida, Maximus, and Olivia. Thank you for welcoming us into your community. We are happy to be a part of it. We are so happy to be here. Also, have you seen the weather in North Dakota recently? It was 22 degrees there with 3 feet of snow last week. Thanks again for hiring me.”

3. DISCUSSION OF ISSUES RELATING TO AN ORDINANCE ABANDONING A UTILITY EASEMENT AT THE ECONOMIC ALLIANCE’S BUILDING – City Manager James Stokes advised the Council, Chad Burke, CEO of the Economic Alliance Houston Port Region, recently approached Staff regarding an issue with the Alliance’s building (the former DPISD Administration Building) located at 203 Ivy Avenue. There are five City easements that still run across the property and underneath the Economic Alliance building. There are no utilities in one of those easement and Staff recommends the easement be abandoned. This would be of great benefit to the Economic Alliance, and is being requested by their financial institution.

4. PRESENTATION ON THE 2021 EASTER EGGSTRAVAGANZA – Jacob Zuniga, Assistant Parks and Recreation Director advised Council of the annual Easter Eggstravaganza with modification accordance with guidelines provided from Governor Gregg Abbott’s “Open Texas” plan listed under the outdoor event section. Mr. Zuniga invited Council to attend the events on Saturday, March 27<sup>th</sup> to include an Egg Hunt at the Deer Park Soccer Complex (901 East Blvd.) and a Pooch Hunt at the Ella and Friends Dog Park (500 W. 13<sup>th</sup> St.). In addition, the Friends of the Art Park Players will be hosting an “Easter Bunny & Friends Lunch & Fun” event.

Rene McBride, Recreational Supervisor highlighted details of the Pooch Hunt and distributed goodies bags to Council.

5. PRESENTATION ON DOW PARK RECEIVING THE 2021 LONE STAR LEGACY AWARD FROM THE TEXAS RECREATION AND PARK SOCIETY - Jacob Zuniga, Assistant Parks and Recreation Director gave an overview of the award and the criteria to submit Dow Park as a nominee to be recognized as an historical park around the State of Texas. Dow Park was one of eight parks recognized for the 2021 Lone Star Legacy Award and one of sixty-five parks that have ever been awarded this award. Mr. Zuniga thanked Councilwoman Sherry Garrison and the Historical Committee for all their support and assistance.

Debra Culp, Athletics and Aquatic Supervisor read a passage of what the “Lone Star Legacy Park” is all about and thanked past and current Council for their support and the Parks and Recreation for the up keep of the parks.

6. DISCUSSION OF ISSUES RELATING TO THE PURCHASE AND REPLACEMENT OF SECURITY FENCING AROUND THE DOW PARK POOL – Charlie Sandberg, Parks and Recreation Director advised Council of the renovations to the Dow Park Pool in 2014. The original 10’ chain link fence was replaced with a decorative 7’ “no climb” fence. The decorative fence met all required codes and was meant to secure the facility during the pool season and when it was not in season. Over the past several years, the City has seen an increased amount of unauthorized persons jumping the fence and trespassing at the facility. The City has taken several steps in an effort to secure the facility including adding signage, the installation of security cameras, and the strengthening of potential access points. However, this has failed to stop individuals from continuing to trespass on the facility. This has been a growing concern from Department Staff and they have been looking for a more secure solution. The Parks and Recreation Department has received a quote from Buyboard vendor Foster Fence, LTD for the purchase and installation of a 10’ fence that is to be a more secure style of fencing. The quote includes demolition of the existing fence, purchase of the new fence material, freight, installation, and mobilization and management for the job. The project was budgeted in the fiscal year 2020-2021 Capital Outlay Fund in the amount of \$105,000. The quote provided by Foster Fence, LTD is \$149,759 and would be purchased through the BuyBoard purchasing cooperative. The Parks and Recreation Department is proposing to utilize \$44,759 from the Park Operations division general fund budget to complete the project.
7. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:09 p.m.

ATTEST:

APPROVED:

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Shannon Bennett, TRMC  
City Secretary

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Jerry Mouton, Jr.  
Mayor





# City of Deer Park

710 E SAN AUGUSTINE  
DEER PARK, TX 77536

## Legislation Details (With Text)

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**File #:** MIN 21-037    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** Agenda Ready  
**File created:** 3/31/2021    **In control:** City Council  
**On agenda:** 4/6/2021    **Final action:**  
**Title:** Approval of minutes of regular meeting on March 16, 2021.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CC\\_MR\\_031621](#)

Date	Ver.	Action By	Action	Result
4/6/2021	1	City Council		

Approval of minutes of regular meeting on March 16, 2021.

Summary:

Fiscal/Budgetary Impact:

None

Approval

CITY OF DEER PARK  
710 EAST SAN AUGUSTINE STREET

CC 82-126  
PZ 52-22

DEER PARK, TEXAS 77536

Minutes of

THE 1777TH 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 MARCH 16, 2021 AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR  
COUNCILWOMAN  
COUNCILMAN  
COUNCILMAN  
COUNCILMAN  
COUNCILMAN

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 meeting to order at 7:30 p.m.
2. INVOCATION – The invocation was given by Councilman Patterson.
3. PLEDGE OF ALLEGIANCE – Councilman Haight led the Pledge of Allegiance to the United States Flag and led the Texas Flag Pledge.
4. COMMENTS FROM THE AUDIENCE – No comments received.
5. JOINT PUBLIC HEARING ON THE REQUEST OF THE BEDFORD FAMILY TRUST TO REZONE 1.4677 ACRES OF OUTLOT 593 OF THE OUTLOTS OF THE TOWN OF LA PORTE, AND 1.8556 ACRES OUT OF OUTLOT 608 OF THE OUTLOTS OF THE TOWN OF LA PORTE, FROM GENERAL COMMERCIAL (GC) ZONING DISTRICT TO INDUSTRIAL PARK (M1) ZONING DISTRICT - Mayor Mouton opened the hearing on behalf of the City Council and Chairman Cox 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.

- a. Tom Bedford, 2217 E. Lawther, spoke in favor of the request and presented a presentation detailing the warehouse buildings. (Exhibit B1-B5)

Councilman Patterson asked, “Do you know how many trucks will come up and down East Boulevard?”

Mr. Bedford responded, “No. At this point, we don’t know who we would be leasing the buildings to.”

Councilman Patterson asked, “What kind of companies do you foresee leasing the buildings?”

Mr. Bedford responded, “It would be service companies to industry, maybe even electrical companies that would be servicing the community.”

Councilman Patterson asked, “The warehouses would be storing supplies?”

Mr. Bedford responded, “Exactly.”

Councilman Patterson asked, “Do you foresee any industrial chemicals being stored in the warehouses?”

Mr. Bedford responded, “No. It is not zoned for that at this point in time.”

Mayor Mouton called for those desiring to speak against the request. No one spoke.

The hearing was closed by Mayor Mouton on behalf of the City Council and Chairman Cox on behalf of the Planning and Zoning Commission.

6. CONSENT CALENDAR – Motion was made by Councilman Ginn and seconded by Councilman Patterson to approve the consent calendar as follows:
  - a. Approval of minutes of emergency meeting on February 16, 2021.
  - b. Approval of minutes of regular meeting on March 02, 2021.
  - c. Approval of tax refund to Mark Corley in the amount of \$612.30 due to a homestead exemption, a freeze change, and an over-65 exemption granted by Harris County Appraisal District.
  - d. Approval of tax refund to 5114 Railroad LLC in the amount of \$1,560.90 due to a value decrease granted by Harris County Appraisal District.

- e. Approval of tax refund to Luther Proctor in the amount of \$549.87 due to a freeze change and an over-65 exemption granted by Harris County Appraisal District.
- f. Approval of tax refund to Michael Melchor in the amount of \$841.29 due to a homestead exemption, a freeze change, and an over-65 exemption granted by Harris County Appraisal District.
- g. Approval of tax refund to Roberto & Miriam Colon in the amount of \$532.44 due to a homestead exemption granted by Harris County Appraisal District.
- h. Approval of tax refund to Clay CMBS NO 2 LP in the amount of \$1,620.00 due to a value decrease granted by Harris County Appraisal District.
- i. Approval of tax refund to Clay CMBS NO 2 LP in the amount of \$773.59 due to a value decrease granted by Harris County Appraisal District.
- j. Approval of tax refund to Clay CMBS NO 2 LP in the amount of \$2,423.66 due to a value decrease granted by Harris County Appraisal District.
- k. Approval of tax refund to Clay Partners - 306 Deerwood Glen LP in the amount of \$3,797.84 due to a value decrease granted by Harris County Appraisal District.
- l. Approval of tax refund to Clay CMBS NO 5 LP in the amount of \$3,291.89 due to a value decrease granted by Harris County Appraisal District.
- m. Approval of tax refund to Clay Partners 314 in the amount of \$2,787.93 due to a value decrease granted by Harris County Appraisal District.
- n. Approval of tax refund to Clay Partners - 202 Deerwood Glen LP in the amount of \$2,700.00 due to a value decrease granted by Harris County Appraisal District.
- o. Approval of tax refund to Clay Partners - 208 Deerwood Glen LP in the amount of \$2,109.04 due to a value decrease granted by Harris County Appraisal District.
- p. Approval of tax refund to Clay Partners 220 Deerwood Glen Ct. LP in the amount of \$813.96 due to a value decrease granted by Harris County Appraisal District.
- q. Approval of tax refund to Clay CMBS No. 2 LP in the amount of \$1,602.71 due to a value decrease granted by Harris County Appraisal District.
- r. Approval of tax refund to Clay CMBS No. 2 LP in the amount of \$1,852.53 due to a value decrease granted by Harris County Appraisal District.
- s. Approval of tax refund to Clay Partners Deerwood Office III, LP in the amount of \$6,758.66 due to a value decrease granted by Harris County Appraisal District.

- t. Authorization to purchase 42 desktop computers and 21 laptop computers from Dell through a continuation of their lease/purchase via the Texas Department of Information Resources (DIR).

Motion carried 6 to 0.

7. CONSIDERATION OF AND ACTION ON A REFERRAL TO THE PLANNING AND ZONING COMMISSION FOR A SPECIFIC USE PERMIT FROM THE REQUEST OF LISA RITTER ON BEHALF OF DMR CREMATIONS AND MORTUARY SERVICES TO OPERATE CREMATORY/MORTUARY SERVICES AT 4610 CENTER STREET – Motion was made by Councilman Martin and seconded by Councilman Patterson to approve the referral to the Planning and Zoning Commission for a Specific Use Permit from the request of Lisa Ritter on behalf of DMR Cremations and Mortuary Services to operate crematory/mortuary services at 4610 Center Street. Motion carried 6 to 0.
8. CONSIDERATION OF AND ACTION ON AUTHORIZATION FOR THE PURCHASE AND INSTALLATION OF NEW SECURITY FENCING AROUND THE DOW PARK POOL FROM FOSTER FENCE LTD VIA THE BUYBOARD CONTRACT #577-18 – Motion was made by Councilwoman Garrison and seconded by Councilman Haight to authorize the purchase and installation of new security fencing around the Dow Park Pool from Foster Fence LTD via the Buyboard Contract #577-18. Motion carried 6 to 0.
9. CONSIDERATION OF AND ACTION ON AN AGREEMENT WITH DEER PARK ISD TO PROVIDE A POLLING LOCATION FOR A GENERAL ELECTION OF BOARD OF TRUSTEES ON MAY 1, 2021 – Motion was made by Councilman Ginn and seconded by Councilman Haight to enter into an agreement with Deer Park ISD to provide a polling location for a General Election of Board of Trustees on May 1, 2021. Motion carried 6 to 0.
10. CONSIDERATION OF AND ACTION ON AN ORDINANCE TO AMEND THE FISCAL YEAR 2020-2021 BUDGET FOR THE CITY SECRETARY'S OFFICE DUE TO INCREASED ELECTION COSTS - After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilman Patterson to adopt on first reading Ordinance No. 4231, captioned as follows:

AN ORDINANCE AMENDING THE 2020-2021 BUDGET FOR THE CITY OF  
DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN  
TO THE OBJECTS AND PURPOSES THEREIN NAMED.

Motion carried 6 to 0.

11. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPROVING A TEN-FOOT WATERLINE EASEMENT FROM FAITHBRIDGE CHURCH - After a proposed ordinance was read by caption, motion was made by Councilman Patterson and seconded by Councilman Haight to adopt on first reading Ordinance No. 4232, captioned as follows:

AN ORDINANCE APPROVING AND ACCEPTING THE DEDICATION FROM DEER PARK ASSEMBLY OF GOD D/B/A FAITHBRIDGE CHURCH TO THE CITY OF DEER PARK OF A TEN FOOT (10') UTILITY EASEMENT.

Motion carried 6 to 0.

12. CONSIDERATION OF AND ACTION ON AN ORDINANCE ABANDONING A UTILITY EASEMENT AT THE ECONOMIC ALLIANCE'S BUILDING - After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Patterson to adopt on first reading Ordinance No. 4233, captioned as follows:

AN ORDINANCE ABANDONING A FIVE FOOT (5') WIDE UTILITY EASEMENT IN THE CITY OF DEER PARK, TEXAS, WITHIN LOT TWENTY TWO (22), BLOCK FIVE (5), SHELL CITY SUBDIVISION, IN THE CITY OF DEER PARK, TEXAS.

Motion carried 6 to 0.

13. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPROVING A TEN-FOOT WATERLINE EASEMENT FROM DEER PARK ISD -After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilman Patterson to adopt on first reading Ordinance No. 4234, captioned as follows:

AN ORDINANCE APPROVING AND ACCEPTING THE DEDICATION FROM DEER PARK INDEPENDENT SCHOOL DISTRICT TO THE CITY OF DEER PARK OF A TEN FOOT (10') WATERLINE EASEMENT.

Motion carried 6 to 0.

14. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING A MEMBER OF THE CRIME CONTROL AND PREVENTION DISTRICT OF THE CITY OF DEER PARK - After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Haight to adopt on first reading Ordinance No. 4235, captioned as follows:

AN ORDINANCE APPOINTING ONE (1) BOARD MEMBER OF THE CRIME CONTROL AND PREVENTION DISTRICT OF THE CITY OF DEER PARK, TEXAS.

Motion carried 6 to 0.

15. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING ORDINANCE NO. 4214, 4216 AND 4217 REPLACING ELECTION PERSONNEL FOR MULTIPLE ELECTIONS TO BE HELD ON MAY 1, 2021 - After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Haight to adopt on first reading Ordinance No. 4236, captioned as follows:

AN ORDINANCE AMENDING ORDINANCE NUMBERS 4214, 4216 AND 4217 BY REPLACING ELECTION PERSONNEL FOR THE MULTIPLE ELECTIONS ON MAY 1, 2021.

Motion carried 6 to 0.

16. CONSIDERATION OF AND ACTION ON A REFERRAL FROM THE PLANNING AND ZONING COMMISSION AND AN ORDINANCE CALLING A JOINT PUBLIC HEARING FROM THE REQUEST OF FGI INVESTMENTS NO. 5 LLC AND REPRESENTATIVE LES BIRD TO REZONE LOT 10 BLOCK 8 SPENCER VIEW TERRACE (7438 EVIE LANE) FROM SINGLE FAMILY 1 (SF1) TO COMMUNITY SERVICE (CS) - After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Patterson to adopt on first reading Ordinance No. 4237, captioned as follows:

AN ORDINANCE CALLING A JOINT PUBLIC HEARING ON APRIL 20, 2021, BY THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF DEER PARK, TEXAS, ON A PROPOSED AMENDMENT TO ORDINANCE NO. 3886, THE ZONING ORDINANCE, PLACING IN THE COMMUNITY SERVICE (CS) ZONING DISTRICT LOT 10, BLOCK 8, SPENCER VIEW TERRACE, A/K/A 7438 EVIE LANE, DEER PARK, TEXAS, AND TAKING THE SAME OUT OF THE SINGLE FAMILY ONE (SF1) ZONING DISTRICT.

Motion carried 6 to 0.

17. CONSIDERATION OF AND ACTION ON THE RESULTS OF THE JOINT PUBLIC HEARING AND A PROPOSED ORDINANCE FROM THE REQUEST OF THE BEDFORD FAMILY TRUST TO REZONE 1.4677 ACRES OF OUTLOT 593 OF THE OUTLOTS OF THE TOWN OF LA PORTE, AND 1.8556 ACRES OUT OF OUTLOT 608 OF THE OUTLOTS OF THE TOWN OF LA PORTE FROM GENERAL COMMERCIAL (GC) ZONING DISTRICT TO INDUSTRIAL PARK (M1) ZONING DISTRICT- After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Haight to adopt on first reading Ordinance No. 4238, captioned as follows:

AN ORDINANCE AMENDING ORDINANCE NO. 3886 OF THE CITY OF DEER PARK, TEXAS, ADOPTED MARCH 21, 2017, AS AMENDED BY TAKING A 1.4677 ACRES OF LAND OUT OF OUTLOT 593 OF THE OUTLOTS OF THE TOWN OF LA PORTE AND A 1.8556 ACRES OF LAND OUT OF OUTLOT 608 OF THE OUTLOTS OF THE TOWN OF LA PORTE, CITY OF DEER PARK HARRIS COUNTY, TEXAS OUT OF THE GENERAL COMMERCIAL (GC) ZONING DISTRICT AND PLACING IT IN THE INDUSTRIAL PARK (M1) ZONING DISTRICT.

Motion carried 6 to 0.

16. ADJOURN – Mayor Mouton adjourned the meeting at 7:51 p.m.

ATTEST:

APPROVED:

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Shannon Bennett, TRMC  
City Secretary

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Jerry Mouton, Jr.  
Mayor





## Legislation Details (With Text)

**File #:** MIN 21-038    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** Agenda Ready  
**File created:** 3/31/2021    **In control:** City Council  
**On agenda:** 4/6/2021    **Final action:**  
**Title:** Approval of minutes of special meeting on March 29, 2021.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CC\\_MS\\_032921](#)

Date	Ver.	Action By	Action	Result
4/6/2021	1	City Council		

Approval of minutes of special meeting on March 29, 2021.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE SPECIAL 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 MARCH 29, 2021 AT 5:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.  
SHERRY GARRISON  
TOMMY GINN  
TJ HAIGHT

MAYOR  
COUNCILWOMAN  
COUNCILMAN  
COUNCILMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES  
GARY JACKSON  
SHANNON BENNETT

CITY MANAGER  
ASSISTANT CITY MANAGER  
CITY SECRETARY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 5:30 p.m.
2. COMMENTS FROM THE AUDIENCE – No comments received.
3. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO ACCEPT THE FISCAL YEAR 2019-2020 ANNUAL AUDIT - Finance Director Donna Todd introduced Mike Brotherton of Belt Harris Pechacek, LLP.

Mr. Brotherton advised Council of the Single Audit Report which is conducted if the City has federal expenditures in excess of \$750,000. An audit is required when certain grants are tested. It has been a few years since the City had a Single Audit. This year the FEMA Harvey Grant and the CARES Act Relief Fund Grant was tested.

Mr. Brotherton continued with an overview of the results of the audit report and opinion letter, which reflects the highest level of assurance the audit can provide. Mr. Brotherton thanked Ms. Todd and her Staff who assisted with the audit and highlighted the statement of net position, liabilities, business activities, statement of revenues, expenditures and changes in fund balances and government funds.

Motion was made by Councilwoman Garrison and seconded by Councilman Ginn to accept the Fiscal Year 2019-2020 Annual Audit.

Motion carried 4 to 0.

4. ADJOURN – Mayor Mouton adjourned the meeting at 5:36 p.m.

ATTEST:

APPROVED:

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Shannon Bennett, TRMC  
City Secretary

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Jerry Mouton, Jr.  
Mayor



## Legislation Details (With Text)

**File #:** POL 21-001    **Version:** 1    **Name:**  
**Type:** Policy    **Status:** Agenda Ready  
**File created:** 3/31/2021    **In control:** City Council  
**On agenda:** 4/6/2021    **Final action:**  
**Title:** Approval of the revised Policies and Procedures for Boards and Commissions.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Redline](#)  
[Policy.Board Commission Appointments. revised for 2020 Strategic Plan](#)

Date	Ver.	Action By	Action	Result
4/6/2021	1	City Council		

Approval of the revised Policies and Procedures for Boards and Commissions.

### Summary:

During the discussion at the December 15, 2020 workshop meeting for the 2020 Strategic Plan, under the Leadership and Governance section, amendments were proposed to the Policies and Procedures for Boards and Commissions. With the approval of the proposed changes, it will help streamline the process to select members to any Boards or Commissions.

### Fiscal/Budgetary Impact:

### Approval

CITY OF THE DEER PARK, TEXAS  
POLICIES AND PROCEDURES FOR BOARDS AND COMMISSIONS

DECEMBER 11, 2017 December 15, 2020

**I. PURPOSE AND SCOPE**

The purpose of this policy is to establish uniform procedures for all advisory boards and commissions of the City. Board and commission members are selected by the City Council and serve at the pleasure of the Council, and will not be granted special privileges because of their appointment.

This policy applies to citizens appointed to boards appointed by the Mayor and Deer Park City Council. This policy does not apply to the appointments of a Councilmember made by the Mayor nor to appointments made by the City Council to external boards. An external board is defined as a board outside of the City of Deer Park organization ex: Houston-Galveston Area Council (H-GAC), Harris County Mayor and Council Association (HCMCA) and Texas Municipal Retirement System (TMRS).

**II. MEMBER ELIGIBILITY**

Applicant qualifications include the following:

- ▶ Must be a resident of the City for at least one (1) year
- ▶ Must be a qualified voter
- ▶ May not hold any other public office, including other council appointed board positions, except that of Notary Public or as a member of the armed services or national guard
- ▶ Must not be in arrears in the payment of any taxes or other liability due to the City
- ▶ May not apply to serve on a board with their immediate family members
- ▶ Regular full-time City employees are not eligible unless required by State statute
- ▶ No persons within the second degree by affinity or within the third degree by consanguinity to a council member are eligible to become a member of a board or commission
- ▶ In the event that State statute requires certain qualifications, those qualifications shall be required

All qualified candidates applying for the first time, must complete an application form (Exhibit A) and a signed consent for felony background history authorization form (Exhibit B) to the City Secretary's office prior to the advertised deadline. Only New-new applicants will be interviewed by members of the City Council or a committee appointed by the City Council prior to appointment.

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Members shall be appointed for terms of two (2) years, and may be removed at any time by the City Council. Terms of office will be staggered so approximately one-half the membership at any time has experience. In the event a vacancy occurs prior to the expiration of a full term, the City Council may appoint a new member to complete the unexpired term. Any member of a board or commission may be re-appointed by the City Council upon completion of an application and reviewed by members of the City Council or a committee appointed by the City Council prior to appointment.

A member of a board or commission ceasing to reside in the City of Deer Park during his or her term of office shall immediately forfeit his or her position.

### **III. RECRUITMENT**

Advertising of scheduled vacancies for terms expiring in May will occur beginning in February and the period of recruitment will end the first Friday of April and advertising for terms expiring in December will occur beginning in September and the period of recruitment will end the first Friday in November. The Committee will review, select and interview new and qualified candidates and make a recommendation to the City Council.

Citizen involvement may be solicited in a variety of ways including, but not limited to:

- |  |                            |
|--|----------------------------|
| * posting of notice on official bulletin board | * press releases           |
| * utility billing inserts                      | * city E-news              |
| * website advertisements                       | * social media resources   |
| * DPTV public service announcements            | * Nomination by invitation |

All recruitment efforts will highlight the deadlines for application receipt. Candidates chosen by the Committee for interview will be provided a schedule of dates for the interviews and the expected date of action on appointment by City Council.

A time line for recruitment, interview and appointment is attached as Exhibit A.

### **IV. APPLICATION PROCESS**

Application forms shall be made available online at [www.deerparktx.org](http://www.deerparktx.org) and in the City Secretary's Office. The application shall solicit information about the applicant's background, including current and past occupations and involvement in and knowledge of issues related to the subject of the board to which they are applying. In addition to the completed application, applicants are encouraged to submit a short bio or resume. Applicants may apply for more than one board; however, no person shall serve concurrently on more than one board.

Incumbents who are eligible and wish to seek another term must reapply in the same manner as other applicants.

Applications are considered current for one year from submittal date, after which the application will be removed from consideration. In order to be considered in the next recruitment period, the applicant is required to submit a new application.

To encourage citizen involvement, no person shall serve concurrently on more than one City of Deer Park board except that the Board of Adjustment board members serve as the Planning and Zoning Commission. The Deer Park City Charter prohibits dual office holding. Service as a City of Deer Park board member is considered an office and should a board member become a candidate for any other city public office then the candidate will not resign until elected. at the time of candidacy an automatic resignation from the board will result.

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In addition to these eligibility criteria, the City Council may set specific skills and experience desired for each board.

**NOTE: Information provided is public and subject to the Texas Public Information Act (Government Code Chapter 552)**

## **V. SELECTION COMMITTEE SELECTION AND RESPONSIBILITIES**

### **Council Nominating Committee**

At the first Council meeting in April (May term) or November (December term) the Committee, to consist of up to three Council members, shall be recommended for appointment by the Mayor with concurrence through a motion of the full City Council.

The Committee is charged with screening applications, conducting interviews and making recommendations of appointment for advisory boards and quasi-judicial boards. With the concurrence of the applicant, the Committee may consider the applicant for service on another board if the Committee determines that the skills and competencies of the applicant are more suited for service on that board.

### **Applicant Review**

The City Secretary will review the eligibility requirements and identify those applicants that are ineligible for appointment before submitting applications to the Committee for final review.

The Committee will review the applications in accordance with the eligibility criteria set by the City Council for each board. Additional information available for consideration could include evaluations from the staff liaison and member attendance records.

The Committee may take into account past applications submitted by a candidate and any past interviews for board positions if they deem multiple applications show a spirit of public interest

and dedication on the part of the applicant. Previous experience on other boards or experience on a similar board in a previous city of residence is another factor to consider.

### **Interview Process**

In January or August (determined by term considering), the City Secretary will notify board members with expiring terms of the upcoming end of their term. If the member wishes to seek another term to a board or appointment to a new board, he/she must reapply in the same manner as other applicants. The Committee will review each application from current board members and conduct interviews on new applicants prior to the end of January or August. The City Secretary shall schedule and confirm interviews under the direction of the Committee.

In early April/November, the Committee will select a number of the most promising applicants for interview. The exact number selected will vary based on the number of openings, and the number and quality of applicants.

Interviews will be conducted in mid-April/November to ensure the Committee time for evaluation of each applicant. The City Secretary shall schedule and confirm interviews under the direction of the Committee. Applicants who fail to attend their scheduled interview forfeit the interview and will not be rescheduled.

A list of interview questions has been created. All candidates will be asked the same questions. The Staff Liaison can provide additional questions to the City Secretary for the applicant. ~~Each Committee member will provide a list of their individual questions to the City Secretary for compilation into one interview questionnaire.~~

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The Committee will strive to achieve a balance of:

- Qualified applicants covering the range of qualifications specified for the board;
- Experienced and new members;

### **Appointment Process**

The Committee shall evaluate each applicant for each vacant position considered for appointment. Prior to making recommendations to the full City Council, the Committee shall advise the City Secretary to notify each board member whom requested another term as to whether or not their name will be placed in nomination before the full City Council. Notification shall be done by ~~letter~~ **email and/or letter.**

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The Committee shall make its recommendations to the full Council. When the entire Council is reviewing the committees' selections in the final step of the process, open meeting rules shall be enforced. Quasi-judicial board appointments may be discussed in executive session, while advisory board applications must be discussed in an open session either in workshop or at the



open Council Meeting.

The next business day, after the City Council makes the appointments, the City Secretary shall prepare and mail letters to each person appointed to a board and each applicant not selected for service. Appointment letters shall state the name of the board the member has been appointed to the term of service and Council's appreciation for their service to the citizens of Deer Park.

#### **VI. TERM OF OFFICE**

Board members serve for a staggered term of two years with the exception of the Recreation Commission and the Senior Citizens Commission members who serve a consecutive two year term. Terms expire on either May 31 or December 31 of the year. In the event that appointments are not made prior to the expiration of the member's term, the board member will continue to serve until appointments are made.

Citizens are appointed to serve on a board at the pleasure of the City Council. The City Council retains the right to replace any appointed member at any time and for any reason. Board members are appointed for a limited purpose and time and once the assigned term of office is completed, they are excused from this appointment unless the City Council selects them for another term of service in accordance with the adopted policy for board service.

#### **VII. MID TERM APPOINTMENTS**

Occasionally a board member may be unable to finish his or her term or will be removed by the City Council prior to the term ending. In such cases, the vacant position must be filled by a mid-term appointee who will serve out the remainder of the term. Instead of soliciting applicants again, the Committee may refer to the applicant pool kept by the City Secretary's Office. Currently that office holds all applications for one year, and maintains a chart of interviews conducted during the past three appointment years. If the current pool is deemed too small to accommodate the vacant position(s), or the respective Committee wants to consider additional applications, a new application solicitation campaign could take place in the same manner as the typical annual recruitment process.

#### **VIII. NEW MEMBERS**

Upon completion of the selection process, all new members should make every effort to become as familiar as possible with all aspects of his or her particular board. To aid in the process, new members will be furnished copies of pertinent telephone numbers of other members and applicable information and regulations that govern that board.

New members of the Planning and Zoning Commission and Board of Adjustment having quasi-judicial authority shall be required to attend specialized training on the Open Meetings Act, Public Information Act and any State statutes pertinent to their position on the board within three

(3) months of their appointment. Such training shall be coordinated by and expenses born by the City.

Members of boards who are considered by State statute to be an officer (quasi-judicial authority) of the City must be administered a Statement of Officer and must receive the Oath of Office upon induction. The members must sign the oath and it must be notarized and kept in the appropriate file in Central Records. Those persons authorized to administer the statement and the oaths are: the City Secretary, and any Notary Public. Those boards include the Planning and Zoning Commission and the Board of Adjustment.

#### **IX. DUTIES OF BOARD AND COMMISSIONS GENERALLY:**

All boards and commissions shall act in an advisory capacity to the City Council with the exception of the:

- ▶ Board of Adjustment whose decision is final as set out in Section 17.03 of the Zoning Ordinance of the City of Deer Park, and the
- ▶ Planning and Zoning Commission in particular issues

Boards and commissions shall advise the Council on issues peculiar to their particular interests. No member of a board or commission shall become involved in the daily operations of the departments of the City or in personnel matters.

Specific duties of all boards and commissions are outlined in the Code of Ordinances as follows:

54.20	Board of Adjustment	Appendix A - Zoning, Article 17.03
	Library <del>Board of Trustees</del>	<del>Chapter 54, Section</del>
	Parks & Recreation Commission	Chapter 74, Section 74-25 and 74.26
	Planning and Zoning Commission	Charter, Article VIII, Section 8.01
	<del>Senior Citizens Commission</del>	<del>Chapter 2, Article III Sections 100</del>
	<del>thru 102</del>	

**Commented [SB3]:** Appointed by Council

#### **X. ATTENDANCE AT MEETINGS**

It is imperative that members maintain regular attendance. The following procedure has been established in order to assist in maintaining the record.

Members who cannot attend the meeting should contact the chairman or appropriate staff member concerning his or her absence prior to the meeting.

Three (3) consecutive absences from regular sessions, or absence from more than twenty-five

percent (25%) of the meetings in any six month period, shall cause the board liaison to report the attendance record of the member to the City Council.

The Council is most appreciative of the dedication and contribution by those who are willing to donate their time to community service. Any decision reached by any of these boards has an impact on the entire community. Therefore, if a quorum is not present because of habitual absenteeism by certain members, the integrity of the board as a whole is affected.

#### **XI. ROLE OF STAFF LIAISON**

The role of the liaison is to act as a communication conduit between the City Council and the board or commission. The liaison shall take no part in the board or commission discussions unless requested.

A staff member (usually a department director) is assigned to each respective board to perform support services, provide technical data, prepare agendas, post notices of meetings, prepare minutes of the meetings, and other related functions. The staff member is an ex-officio member of the board, but is not entitled to vote or preside over meetings.

The staff member should arrange a meeting with all new members prior to the first meeting date for briefings on procedures, legal responsibilities, duties of the board, and background information on items that may be considered at the next meeting.

#### **XII. CONDUCT OF MEETINGS**

- A. The Chair shall preside at the meetings and in his/her absence the Vice-Chair shall preside. The Chair shall call the meeting to order.
- B. The Chair may address the posted items on the agenda in any order he/she chooses as long as every item is addressed.
- C. A motion may be made by any member other than the presiding officer. A second to the motion is required before a vote can be taken. Any motion dies from a lack of a second.
- D. Roberts Rule of Order shall be used as a guideline to conduct meetings.
- E. All meetings will be held in compliance with the Open Meetings Act and shall be open to the public.

#### **XIII. RECORD OF MEETINGS**

A record of all meetings is to be kept. Pertinent items to be included are as follows:

AGENDA - The agenda will serve as the order of business and provide the form for posting of the notice of meetings. The official posting of the agenda must be at least 72 hours in advance of the meeting in a place(s) readily accessible to the public. Two postings are recommended. (1) City Hall outside bulletin board; (2) Front door of the place of assembly, providing the notice is visible at all times. Agendas shall be made available in advance of the meetings on the City's web site. Copies of the agenda, along with supporting data, shall be provided to each member at least 72 hours in advance of the meeting date.

Some boards meet periodically or on an as-needed basis; however, others meet on a specified schedule. In the event a regularly scheduled meeting is cancelled, a notice should be posted stating that the meeting has been cancelled and giving the reason for such cancellation and, if known, the date of the next meeting.

MINUTES OF MEETINGS - The staff member will be responsible for keeping an accurate record of all meetings. The minutes shall include a record of attendance, summary of the discussion, recommendations and/or voting record, indicating by name members voting "for" or "against" all items of business, unless the vote was unanimous. Minutes are permanent record and should be retained as such.

RECORD OF ATTENDANCE – Minutes of each meeting shall accurately reflect the names of those members in attendance.

If a member is late, the minutes shall indicate the position on the agenda upon arrival by utilizing the following statement:

“At this point, (name) arrived, the time being \_\_\_\_\_ p.m. (a.m.)

#### **XIV. FELONY BACKGROUND**

As a representative of the City of Deer Park and due to the nature of the business and associations performed by each Board and Commission member, a felony background verification will be conducted on all new applicants effective with the adoption of this policy. (December 20, 2011)

As of the adoption of this policy, all current members are grandfathered, and a felony background verification will not be conducted when applying for re-appointment.

However, any current member who is re-appointed for a new two-year term after the adoption of the policy will be required to notify the City Secretary within ten (10) days of any charge for a felony or crime of moral turpitude during their term. A member failing to notify the City of such charges will be automatically terminated. A member who is

charged and makes the required notification will be on suspension from the Board pending final judgment.

**City of Deer Park**  
**Application for Appointment to City Boards and Commissions**

Name of Board or Commission to which you are applying:

- ☐ Library Board Trustees
- ☐ Parks and Recreation Commission
- ☐ Planning and Zoning Commission/Board of Adjustment
- ☐ ~~Senior Citizen Commission~~

*(Composition, terms, duties and responsibilities are outlined in Policy)*

**Commented [SB4]:** Appointed by Council

Name: \_\_\_\_\_  
*(Title) (Last) (First) (Middle)*

Residence Address: \_\_\_\_\_  
*(Street) (City) (State) (Zip)*

Mailing Address: (If different from above)  
\_\_\_\_\_  
*(Street) (City) (State) (Zip)*

Preferred Phone and Fax: \_\_\_\_\_  
*(Phone) (Fax)*

Email Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Employer: \_\_\_\_\_

Are you a registered voter in the City? ☐ Yes ☐ No

Are you a resident of the City? ☐ Yes ☐ No Length of residency: \_\_\_\_\_

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board and Commission to which you seek appointment?

☐ Yes ☐ No If yes, explain: \_\_\_\_\_

Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service?

\_\_\_\_ Yes \_\_\_\_ No If yes, explain: \_\_\_\_\_

**Convictions:** Have you ever been convicted of violating any federal, state or municipal law, regulation or ordinance? \_\_\_\_ Yes \_\_\_\_ No If yes, give details. Do not include traffic violations.

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*City of Deer Park Application for Appointment to City Boards and Commissions*      *Page 2*

Name: \_\_\_\_\_

**BACKGROUND**

Education: \_\_\_\_ High School \_\_\_\_ College - Course Study: \_\_\_\_\_

\_\_\_\_ Other - explain \_\_\_\_\_

Professional: \_\_\_\_\_

Areas of Interest: \_\_\_\_\_

Position and Dates of Volunteer Experience/Community Service:

\_\_\_\_\_  
\_\_\_\_\_  
Please specify membership and give title and dates, and/or employment with all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities on any other government Board or Commission that you have held. Additional information may be attached.

Organization: \_\_\_\_\_

Title: \_\_\_\_\_ Dates: \_\_\_\_\_

Organization: \_\_\_\_\_

Title: \_\_\_\_\_ Dates: \_\_\_\_\_

**Reasons for seeking appointment:** Please attach a brief narrative outlining your interests and qualifications for seeking appointment. You may also add a resume or additional information.

**I have read and understand the instructions and appointment process.** I certify that all statements that I have made on this application and other supplementary materials are true and correct. I hereby authorize the City of Deer Park to investigate the accuracy of this information from any person or organization, and I release the City of Deer Park and all persons and organizations from all claims and liabilities arising from such investigation or the supplying of information for such investigation. I acknowledge that any false statement or misrepresentation on this application or supplementary materials

will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City of Deer Park  
Consent for Felony Background History  
Authorization/Waiver/Indemnity Form**

Each volunteer applicant who is to be screened must sign a consent for felony background history authorization/waiver/indemnity form, giving approval for the City of Deer Park to perform a felony background search.

I authorize any duly authorized agent of the City of Deer Park to conduct a review of and obtain full disclosure of all records relating to my felony background record, as received from the reporting agencies, may include arrest and conviction data as well as plea bargains and deferred adjudication. I understand that this information will be used in part to determine my eligibility for a volunteer position with the City of Deer Park. I also understand that as long as I remain a volunteer with the City of Deer Park, the felony background check may be repeated at anytime. I understand that I will have an opportunity to review the background and a procedure is available for clarification, if I dispute the record received.

*I, the undersigned, do, for myself, my heirs, my executors and administrators, hereby remise, release and forever discharge and agree to indemnify the City of Deer Park and each of their officers, directors, employees and agents harmless from and against any and all causes of actions, suits, liabilities, costs debts and sums of money, claims and demands whatsoever, and any and all related attorney's fees, court costs and other expenses resulting from the investigation of my background in connection with my application to become a volunteer.*

Applicant Name: \_\_\_\_\_

Applicant Address: \_\_\_\_\_  
\_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State of Issue \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me, by the said \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to certify which witness my hand and seal of  
office.

\_\_\_\_\_  
Notary Public in and For Harris County, Texas

S E A L

FILE COMPLETED APPLICATION FORM WITH CITY SECRETARY'S OFFICE BY DEADLINE  
City of Deer Park - City Secretary Department - P. O. Box 700 - Deer Park, Texas 77536  
(Original copy will be on file in the City Secretary's office for 12 months)



CITY OF THE DEER PARK, TEXAS  
POLICIES AND PROCEDURES FOR BOARDS AND COMMISSIONS

December 15, 2020

**I. PURPOSE AND SCOPE**

The purpose of this policy is to establish uniform procedures for all advisory boards and commissions of the City. Board and commission members are selected by the City Council and serve at the pleasure of the Council, and will not be granted special privileges because of their appointment.

This policy applies to citizens appointed to boards appointed by the Mayor and Deer Park City Council. This policy does not apply to the appointments of a Councilmember made by the Mayor nor to appointments made by the City Council to external boards. An external board is defined as a board outside of the City of Deer Park organization ex: Houston-Galveston Area Council (H-GAC), Harris County Mayor and Council Association (HCMCA) and Texas Municipal Retirement System (TMRS).

**II. MEMBER ELIGIBILITY**

Applicant qualifications include the following:

- ▶ Must be a resident of the City for at least one (1) year
- ▶ Must be a qualified voter
- ▶ May not hold any other public office, including other council appointed board positions, except that of Notary Public or as a member of the armed services or national guard
- ▶ Must not be in arrears in the payment of any taxes or other liability due to the City
- ▶ May not apply to serve on a board with their immediate family members
- ▶ Regular full-time City employees are not eligible unless required by State statute
- ▶ No persons within the second degree by affinity or within the third degree by consanguinity to a council member are eligible to become a member of a board or commission
- ▶ In the event that State statute requires certain qualifications, those qualifications shall be required

All qualified candidates applying for the first time, must complete an application form (Exhibit A) and a signed consent for felony background history authorization form (Exhibit B) to the City Secretary's office prior to the advertised deadline. Only new applicants will be interviewed by members of the City Council or a committee appointed by the City Council prior to appointment.

Members shall be appointed for terms of two (2) years, and may be removed at any time by the City Council. Terms of office will be staggered so approximately one-half the membership at any time has experience. In the event a vacancy occurs prior to the expiration of a full term, the City Council may appoint a new member to complete the unexpired term. Any member of a board or commission may be re-appointed by the City Council upon completion of an application and reviewed by members of the City Council or a committee appointed by the City Council prior to appointment.

A member of a board or commission ceasing to reside in the City of Deer Park during his or her term of office shall immediately forfeit his or her position.

### **III. RECRUITMENT**

Advertising of scheduled vacancies for terms expiring in May will occur beginning in February and the period of recruitment will end the first Friday of April and advertising for terms expiring in December will occur beginning in September and the period of recruitment will end the first Friday in November. The Committee will review, select and interview new and qualified candidates and make a recommendation to the City Council.

Citizen involvement may be solicited in a variety of ways including, but not limited to:

- |  |                            |
|--|----------------------------|
| * posting of notice on official bulletin board | * press releases           |
| * utility billing inserts                      | * city E-news              |
| * website advertisements                       | * social media resources   |
| * DPTV public service announcements            | * nomination by invitation |

All recruitment efforts will highlight the deadlines for application receipt. Candidates chosen by the Committee for interview will be provided a schedule of dates for the interviews and the expected date of action on appointment by City Council.

A time line for recruitment, interview and appointment is attached as Exhibit A.

### **IV. APPLICATION PROCESS**

Application forms shall be made available online at [www.deerparktx.org](http://www.deerparktx.org) and in the City Secretary's Office. The application shall solicit information about the applicant's background, including current and past occupations and involvement in and knowledge of issues related to the subject of the board to which they are applying. In addition to the completed application, applicants are encouraged to submit a short bio or resume. Applicants may apply for more than one board; however, no person shall serve concurrently on more than one board.

Incumbents who are eligible and wish to seek another term must reapply in the same manner as other applicants.

Applications are considered current for one year from submittal date, after which the application will be removed from consideration. In order to be considered in the next recruitment period, the applicant is required to submit a new application.

To encourage citizen involvement, no person shall serve concurrently on more than one City of Deer Park board except that the Board of Adjustment board members serve as the Planning and Zoning Commission. The Deer Park City Charter prohibits dual office holding. Service as a City of Deer Park board member is considered an office and should a board member become a candidate for any other city public office then the candidate will not resign until elected.

In addition to these eligibility criteria, the City Council may set specific skills and experience desired for each board.

**NOTE: Information provided is public and subject to the Texas Public Information Act (Government Code Chapter 552)**

## **V. SELECTION COMMITTEE SELECTION AND RESPONSIBILITIES**

### **Council Nominating Committee**

At the first Council meeting in April (May term) or November (December term) the Committee, to consist of up to three Council members, shall be recommended for appointment by the Mayor with concurrence through a motion of the full City Council.

The Committee is charged with screening applications, conducting interviews and making recommendations of appointment for advisory boards and quasi-judicial boards. With the concurrence of the applicant, the Committee may consider the applicant for service on another board if the Committee determines that the skills and competencies of the applicant are more suited for service on that board.

### **Applicant Review**

The City Secretary will review the eligibility requirements and identify those applicants that are ineligible for appointment before submitting applications to the Committee for final review.

The Committee will review the applications in accordance with the eligibility criteria set by the City Council for each board. Additional information available for consideration could include evaluations from the staff liaison and member attendance records.

The Committee may take into account past applications submitted by a candidate and any past interviews for board positions if they deem multiple applications show a spirit of public interest and dedication on the part of the applicant. Previous experience on other boards or experience on

a similar board in a previous city of residence is another factor to consider.

### **Interview Process**

In January or August (determined by term considering), the City Secretary will notify board members with expiring terms of the upcoming end of their term. If the member wishes to seek another term to a board or appointment to a new board, he/she must reapply in the same manner as other applicants. The Committee will review each application from current board members and conduct interviews on new applicants prior to the end of January or August. The City Secretary shall schedule and confirm interviews under the direction of the Committee.

In early April/November, the Committee will select a number of the most promising applicants for interview. The exact number selected will vary based on the number of openings, and the number and quality of applicants.

Interviews will be conducted in mid-April/November to ensure the Committee time for evaluation of each applicant. The City Secretary shall schedule and confirm interviews under the direction of the Committee. Applicants who fail to attend their scheduled interview forfeit the interview and will not be rescheduled.

A list of interview questions has been created. All candidates will be asked the same questions. The Staff Liaison can provide additional questions to the City Secretary for the applicant.

The Committee will strive to achieve a balance of:

- Qualified applicants covering the range of qualifications specified for the board;
- Experienced and new members;

### **Appointment Process**

The Committee shall evaluate each applicant for each vacant position considered for appointment. Prior to making recommendations to the full City Council, the Committee shall advise the City Secretary to notify each board member whom requested another term as to whether or not their name will be placed in nomination before the full City Council. Notification shall be done by email and/or letter.

The Committee shall make its recommendations to the full Council. When the entire Council is reviewing the committees' selections in the final step of the process, open meeting rules shall be enforced. Quasi-judicial board appointments may be discussed in executive session, while advisory board applications must be discussed in an open session either in workshop or at the open Council Meeting.

The next business day, after the City Council makes the appointments, the City Secretary shall prepare and mail letters to each person appointed to a board and each applicant not selected for

service. Appointment letters shall state the name of the board the member has been appointed to the term of service and Council's appreciation for their service to the citizens of Deer Park.

## **VI. TERM OF OFFICE**

Board members serve for a staggered term of two years with the exception of the Recreation Commission and the Senior Citizens Commission members who serve a consecutive two year term. Terms expire on either May 31 or December 31 of the year. In the event that appointments are not made prior to the expiration of the member's term, the board member will continue to serve until appointments are made.

Citizens are appointed to serve on a board at the pleasure of the City Council. The City Council retains the right to replace any appointed member at any time and for any reason. Board members are appointed for a limited purpose and time and once the assigned term of office is completed, they are excused from this appointment unless the City Council selects them for another term of service in accordance with the adopted policy for board service.

## **VII. MID TERM APPOINTMENTS**

Occasionally a board member may be unable to finish his or her term or will be removed by the City Council prior to the term ending. In such cases, the vacant position must be filled by a mid-term appointee who will serve out the remainder of the term. Instead of soliciting applicants again, the Committee may refer to the applicant pool kept by the City Secretary's Office. Currently that office holds all applications for one year, and maintains a chart of interviews conducted during the past three appointment years. If the current pool is deemed too small to accommodate the vacant position(s), or the respective Committee wants to consider additional applications, a new application solicitation campaign could take place in the same manner as the typical annual recruitment process.

## **VIII. NEW MEMBERS**

Upon completion of the selection process, all new members should make every effort to become as familiar as possible with all aspects of his or her particular board. To aid in the process, new members will be furnished copies of pertinent telephone numbers of other members and applicable information and regulations that govern that board.

New members of the Planning and Zoning Commission and Board of Adjustment having quasi-judicial authority shall be required to attend specialized training on the Open Meetings Act, Public Information Act and any State statutes pertinent to their position on the board within three (3) months of their appointment. Such training shall be coordinated by and expenses born by the City.

Members of boards who are considered by State statute to be an officer (quasi-judicial authority) of the City must be administered a Statement of Officer and must receive the Oath of Office upon induction. The members must sign the oath and it must be notarized and kept in the appropriate file in Central Records. Those persons authorized to administer the statement and the oaths are: the City Secretary, and any Notary Public. Those boards include the Planning and Zoning Commission and the Board of Adjustment.

## **IX. DUTIES OF BOARD AND COMMISSIONS GENERALLY:**

All boards and commissions shall act in an advisory capacity to the City Council with the exception of the:

- ▶ Board of Adjustment whose decision is final as set out in Section 17.03 of the Zoning Ordinance of the City of Deer Park, and the
- ▶ Planning and Zoning Commission in particular issues

Boards and commissions shall advise the Council on issues peculiar to their particular interests. No member of a board or commission shall become involved in the daily operations of the departments of the City or in personnel matters.

Specific duties of all boards and commissions are outlined in the Code of Ordinances as follows:

Board of Adjustment	Appendix A - Zoning, Article 17.03
Library Board of Trustees	Chapter 54, Section 54.20
Parks & Recreation Commission	Chapter 74, Section 74-25 and 74.26
Planning and Zoning Commission	Charter, Article VIII, Section 8.01

## **X. ATTENDANCE AT MEETINGS**

It is imperative that members maintain regular attendance. The following procedure has been established in order to assist in maintaining the record.

Members who cannot attend the meeting should contact the chairman or appropriate staff member concerning his or her absence prior to the meeting.

Three (3) consecutive absences from regular sessions, or absence from more than twenty-five percent (25%) of the meetings in any six month period, shall cause the board liaison to report the attendance record of the member to the City Council.

The Council is most appreciative of the dedication and contribution by those who are willing to donate their time to community service. Any decision reached by any of these boards has an impact on the entire community. Therefore, if a quorum is not present because of habitual absenteeism by certain members, the integrity of the board as a whole is affected.

## **XI. ROLE OF STAFF LIAISON**

The role of the liaison is to act as a communication conduit between the City Council and the board or commission. The liaison shall take no part in the board or commission discussions unless requested.

A staff member (usually a department director) is assigned to each respective board to perform support services, provide technical data, prepare agendas, post notices of meetings, prepare minutes of the meetings, and other related functions. The staff member is an ex-officio member of the board, but is not entitled to vote or preside over meetings.

The staff member should arrange a meeting with all new members prior to the first meeting date for briefings on procedures, legal responsibilities, duties of the board, and background information on items that may be considered at the next meeting.

## **XII. CONDUCT OF MEETINGS**

- A. The Chair shall preside at the meetings and in his/her absence the Vice-Chair shall preside. The Chair shall call the meeting to order.
- B. The Chair may address the posted items on the agenda in any order he/she chooses as long as every item is addressed.
- C. A motion may be made by any member other than the presiding officer. A second to the motion is required before a vote can be taken. Any motion dies from a lack of a second.
- D. Roberts Rule of Order shall be used as a guideline to conduct meetings.
- E. All meetings will be held in compliance with the Open Meetings Act and shall be open to the public.

## **XIII. RECORD OF MEETINGS**

A record of all meetings is to be kept. Pertinent items to be included are as follows:

AGENDA - The agenda will serve as the order of business and provide the form for posting of the notice of meetings. The official posting of the agenda must be at least 72 hours in advance of the meeting in a place(s) readily accessible to the public. Two postings are recommended. (1) City Hall outside bulletin board; (2) Front door of the place of assembly, providing the notice is visible at all times. Agendas shall be made available in advance of the meetings on the City's web site. Copies of the agenda, along with supporting data, shall be provided to each member at least 72 hours in advance of the meeting date.

Some boards meet periodically or on an as-needed basis; however, others meet on a specified schedule. In the event a regularly scheduled meeting is cancelled, a notice should be posted stating that the meeting has been cancelled and giving the reason for such cancellation and, if known, the date of the next meeting.

MINUTES OF MEETINGS - The staff member will be responsible for keeping an accurate record of all meetings. The minutes shall include a record of attendance, summary of the discussion, recommendations and/or voting record, indicating by name members voting "for" or "against" all items of business, unless the vote was unanimous. Minutes are permanent record and should be retained as such.

RECORD OF ATTENDANCE – Minutes of each meeting shall accurately reflect the names of those members in attendance.

If a member is late, the minutes shall indicate the position on the agenda upon arrival by utilizing the following statement:

“At this point, (name) arrived, the time being \_\_\_\_\_ p.m. (a.m.)

#### **XIV. FELONY BACKGROUND**

As a representative of the City of Deer Park and due to the nature of the business and associations performed by each Board and Commission member, a felony background verification will be conducted on all new applicants effective with the adoption of this policy. (December 20, 2011)

As of the adoption of this policy, all current members are grandfathered, and a felony background verification will not be conducted when applying for re-appointment.

However, any current member who is re-appointed for a new two-year term after the adoption of the policy will be required to notify the City Secretary within ten (10) days of any charge for a felony or crime of moral turpitude during their term. A member failing to notify the City of such charges will be automatically terminated. A member who is charged and makes the required notification will be on suspension from the Board pending final judgment.



**City of Deer Park**  
**Application for Appointment to City Boards and Commissions**

Name of Board or Commission to which you are applying:

- ☐ Library Board Trustees  
☐ Parks and Recreation Commission  
☐ Planning and Zoning Commission/Board of Adjustment  
(Composition, terms, duties and responsibilities are outlined in Policy)

Name: \_\_\_\_\_  
(Title) (Last) (First) (Middle)

Residence Address: \_\_\_\_\_  
(Street) (City) (State) (Zip)

Mailing Address: (If different from above)  
\_\_\_\_\_  
(Street) (City) (State) (Zip)

Preferred Phone and Fax: \_\_\_\_\_  
(Phone) (Fax)

Email Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Employer: \_\_\_\_\_

Are you a registered voter in the City? ☐ Yes ☐ No

Are you a resident of the City? ☐ Yes ☐ No Length of residency: \_\_\_\_\_

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board and Commission to which you seek appointment?

☐ Yes ☐ No If yes, explain: \_\_\_\_\_

Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service?

☐ Yes ☐ No If yes, explain: \_\_\_\_\_

**Convictions:** Have you ever been convicted of violating any federal, state or municipal law, regulation or ordinance? ☐ Yes ☐ No If yes, give details. Do not include traffic violations.

Name: \_\_\_\_\_

**BACKGROUND**

Education: \_\_\_\_ High School \_\_\_\_ College - Course Study: \_\_\_\_\_

\_\_\_\_ Other - explain \_\_\_\_\_

Professional: \_\_\_\_\_

Areas of Interest: \_\_\_\_\_

\_\_\_\_\_

Position and Dates of Volunteer Experience/Community Service:

\_\_\_\_\_

\_\_\_\_\_

Please specify membership and give title and dates, and/or employment with all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities on any other government Board or Commission that you have held. Additional information may be attached.

Organization: \_\_\_\_\_

Title: \_\_\_\_\_ Dates: \_\_\_\_\_

Organization: \_\_\_\_\_

Title: \_\_\_\_\_ Dates: \_\_\_\_\_

**Reasons for seeking appointment:** Please attach a brief narrative outlining your interests and qualifications for seeking appointment. You may also add a resume or additional information.

**I have read and understand the instructions and appointment process.** I certify that all statements that I have made on this application and other supplementary materials are true and correct. I hereby authorize the City of Deer Park to investigate the accuracy of this information from any person or organization, and I release the City of Deer Park and all persons and organizations from all claims and liabilities arising from such investigation or the supplying of information for such investigation. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City of Deer Park**  
**Consent for Felony Background History**

## Authorization/Waiver/Indemnity Form

Each volunteer applicant who is to be screened must sign a consent for felony background history authorization/waiver/indemnity form, giving approval for the City of Deer Park to perform a felony background search.

I authorize any duly authorized agent of the City of Deer Park to conduct a review of and obtain full disclosure of all records relating to my felony background record, as received from the reporting agencies, may include arrest and conviction data as well as plea bargains and deferred adjudication. I understand that this information will be used in part to determine my eligibility for a volunteer position with the City of Deer Park. I also understand that as long as I remain a volunteer with the City of Deer Park, the felony background check may be repeated at anytime. I understand that I will have an opportunity to review the background and a procedure is available for clarification, if I dispute the record received.

*I, the undersigned, do, for myself, my heirs, my executors and administrators, hereby remise, release and forever discharge and agree to indemnify the City of Deer Park and each of their officers, directors, employees and agents harmless from and against any and all causes of actions, suits, liabilities, costs debts and sums of money, claims and demands whatsoever, and any and all related attorney's fees, court costs and other expenses resulting from the investigation of my background in connection with my application to become a volunteer.*

Applicant Name: \_\_\_\_\_

Applicant Address: \_\_\_\_\_

\_\_\_\_\_

Date of Birth \_\_\_\_\_

Social Security # \_\_\_\_\_

Driver's License Number \_\_\_\_\_

State of Issue \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me, by the said \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to certify which witness my hand and seal of  
office.

\_\_\_\_\_  
Notary Public in and For Harris County, Texas

S E A L

FILE COMPLETED APPLICATION FORM WITH CITY SECRETARY'S OFFICE BY DEADLINE  
City of Deer Park - City Secretary Department - P. O. Box 700 - Deer Park, Texas 77536  
(Original copy will be on file in the City Secretary's office for 12 months)



## Legislation Details (With Text)

**File #:** ACT 21-003    **Version:** 1    **Name:**  
**Type:** Acceptance    **Status:** Agenda Ready  
**File created:** 3/3/2021    **In control:** City Council  
**On agenda:** 4/6/2021    **Final action:**  
**Title:** Acceptance of completion for the purchase and installation two (2) walking bridges in Dow Park and release of final payment and retainage to T.F. Harper, LLC.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Certificate of All Bills Paid - TFHarper](#)  
[Invoice C21-02-015](#)  
[Invoice C21-03-015](#)

Date	Ver.	Action By	Action	Result
4/6/2021	1	City Council		

Acceptance of completion for the purchase and installation two (2) walking bridges in Dow Park and release of final payment and retainage to T.F. Harper, LLC.

### Summary:

T.F. Harper has completed the delivery and installation of two (2) walking bridges in Dow Park (Phase1) and is now ready for Council acceptance and release of final payment. The project was completed in the amount of \$79,154.83.

The final payment for this project is \$73,724.59 and the retainage is \$3,957.74 which will complete the \$79,153.83 project total.

The project is completed and the contract is ready to be closed out and final payment issued.

Attached is a copy for the final payment application and conditional waiver and release of final payment.

### Fiscal/Budgetary Impact:

\$ 90,000                      10-432-49030              FY 20-21 Capital Outlay

\$ 79,154.83                                      Project costs from T.F. Harper and Associates LP

\$ 10,845.17                                      Remaining in allocated funds from Phase 1 of Dow Park

## Bridges

Recommendation is to accept of completion for the purchase and installation two (2) walking bridges in Dow Park and release of final payment and retainage to T.F. Harper, LLC

Bond# 4403660

**CONSENT OF SURETY  
TO FINAL PAYMENT**

Conforms with the American Institute of  
Architects, AIA Document G707

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER: City of Deer Park

ARCHITECT'S PROJECT NO.:

(Name and address) 610 E. San Augstin  
Deer Park, TX 77536

CONTRACT FOR:

PROJECT: Foot Bridges  
(Name and address) 4100 Luella Avenue

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(Insert name and address of Surety)

FCCI Insurance Company

2435 N. Central Expwy Ste. 1000  
Richardson, TX 75080

, SURETY,

on bond of

(Insert name and address of Contractor)  
T.F. Harper & Associates

103 Red Bird Lane  
Austin, TX 78745

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any  
of its obligations to

(Insert name and address of Owner)

City of Deer Park

610 E. San Augstin  
Deer Park, TX 77536

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: March 29, 2021

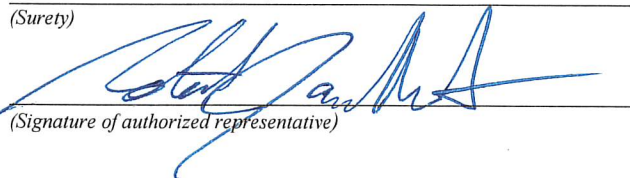
(Insert in writing the month followed by the numeric date and year.)

Attest: Jennifer J. Biehle



FCCI Insurance Company

(Surety)



(Signature of authorized representative)

Robert James Nitsche, Attorney-in-fact

(Printed name and title)



## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Robert James Nitsche; Craig Parker; Kenneth Nitsche; Gary A Nitsche

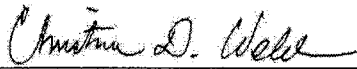
Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.


The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

  
Christina D. Welch, President  
FCCI Insurance Company

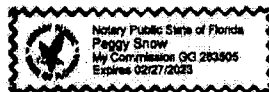


  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023




  
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 29th day of March, 2021

  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

103 Red Bird Lane  
Austin, Texas 78745



Phone (512) 440-0707  
Fax (512) 440-0736

Date: February 23, 2021

## INVOICE

Customer City of Deer Park  
Contact Jacob Zuniga  
Mailing Address 610 E San Augustin  
City, State Zip Code Deer Park, Texas 77536  
Phone: 832-260-8547

Invoice # C21-02-015

**T.F. Harper Job #C20015 Deer Park Foot Bridges**

**Due Upon Receipt**

Project: Foot Bridges  
4100 Luella Avenue

Item #	Item Description	Cost	Completed	% complete
1	8'x23' Foot Bridges	\$51,519.00	\$51,519.00	100%
2	Engineered Drawings	\$3,100.00	\$3,100.00	100%
3	Freight	\$2,230.00	\$2,230.00	100%
4	Installation	\$24,213.93	\$24,213.93	100%
5	Discount	(\$1,908.10)	-\$1,908.10	100%
TOTAL PO AMOUNT		\$79,154.83	\$79,154.83	100%

Previous Amount Paid	\$1,472.50	2%
5% Retainage	\$3,957.74	
<b>TOTAL AMOUNT DUE:</b>	<b>\$73,724.59</b>	<b>93%</b>
Remaining Balance	<b>\$3,957.74</b>	<b>5%</b>

REMIT BALANCE DUE TO:

**\$73,724.59**

**T. F. Harper & Associates LP**  
**103 Red Bird Lane**  
**Austin, Texas 78745**

Attention: Mary Ripper  
512-440-0707



103 Red Bird Lane  
Austin, Texas 78745



Phone (512) 440-0707  
Fax (512) 440-0736

Date: March 12, 2021

## INVOICE

Customer City of Deer Park  
Contact Jacob Zuniga  
Mailing Address 610 E San Augustin  
City, State Zip Code Deer Park, Texas 77536

Phone: 832-260-8547

Invoice # C21-03-015

**T.F. Harper Job #C20015 Deer Park Foot Bridges**

**Due Upon Receipt**

Project: Foot Bridges  
4100 Luella Avenue

Item #	Item Description	Cost	Completed	% complete
1	8'x23' Foot Bridges	\$51,519.00	\$51,519.00	100%
2	Engineered Drawings	\$3,100.00	\$3,100.00	100%
3	Freight	\$2,230.00	\$2,230.00	100%
4	Installation	\$24,213.93	\$24,213.93	100%
5	Discount	(\$1,908.10)	-\$1,908.10	100%
TOTAL PO AMOUNT		\$79,154.83	\$79,154.83	100%

Previous Amount Paid	\$75,197.09	95%
5% Retainage	\$0.00	
<b>TOTAL AMOUNT DUE:</b>	<b>\$3,957.74</b>	<b>5%</b>
Remaining Balance	<b>\$0.00</b>	<b>0%</b>

REMIT BALANCE DUE TO:

**\$3,957.74**

**T. F. Harper & Associates LP**  
**103 Red Bird Lane**  
**Austin, Texas 78745**

Attention: Mary Ripper  
512-440-0707



## Legislation Details (With Text)

**File #:** ACT 21-005    **Version:** 1    **Name:**

**Type:** Acceptance    **Status:** Agenda Ready

**File created:** 3/24/2021    **In control:** City Council

**On agenda:** 4/6/2021    **Final action:**

**Title:** Acceptance and release of retainage for the Emergency Sewer Failure on Downing Circle/Pasadena Blvd. Intersection project.

**Sponsors:** Public Works

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
4/6/2021	1	City Council		

Acceptance and release of retainage for the Emergency Sewer Failure on Downing Circle/Pasadena Blvd. Intersection project.

### Summary:

Acceptance and release of retainage for the Emergency Sewer Failure on Downing Circle/Pasadena Blvd. Intersection project. The project consisted of excavating the failed pavement, broken waterline, and storm sewer pipe. During excavation it was found that only a temporary fix could be done due to the depth of the pipe and the poor soil conditions. A separate contract for the final repair was done under another contractor.

The services of SKE Construction LLC was awarded through the Buy Board totaling \$146,721.68. The repair cost total was \$100,070.81. The retainage release for this project is \$10,070.78. The project has been completed and is ready for Council acceptance.

### Fiscal/Budgetary Impact:

This project was funded through the Water/Sewer Contingency Fund (\$62,836.87) and CIP Contingency (\$37,870.94).

Staff is recommending that council accept completion of the project.



## Legislation Details (With Text)

**File #:** PUR 21-007    **Version:** 1    **Name:**  
**Type:** Purchase    **Status:** Agenda Ready  
**File created:** 3/24/2021    **In control:** City Council  
**On agenda:** 4/6/2021    **Final action:**  
**Title:** Consideration of and action on authorization for the purchase and installation of two (2) pedestrian bridges in Dow Park from T.F. Harper and Associates via the Buyboard contract #592-19

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Foot Bridges - Phase 3](#)  
[phase 3 bridges](#)  
[Bridge 1.7](#)

Date	Ver.	Action By	Action	Result
4/6/2021	1	City Council		

Consideration of and action on authorization for the purchase and installation of two (2) pedestrian bridges in Dow Park from T.F. Harper and Associates via the Buyboard contract #592-19

### Summary:

Funds were approved and allocated in the FY 20-21 Capital Improvement Fund budget to be utilized to replace the entry way at the Court and Theatre Building. During the January 5, 2021 City Council Workshop, several options were discussed for the project. The options provided did not meet the original intent of the project and it was determined that City staff would go a different direction to improve the front of the facility.

City staff is now looking to utilize a portion of the funds from the aforementioned project to update and replace 2 of the 8 pedestrian bridges in Dow Park. This will be considered Phase 3 of the Dow Park Bridge replacement project. The pedestrian bridges are widely used in Dow Park to help patrons navigate along trails and sidewalks. These bridges require a considerable amount of maintenance and have been subject to vandalism. The Parks and Recreation Department has begun a proactive maintenance program for the replacement of these bridges in an effort to improve safety and improve aesthetics in the park. Phase 1 has been completed and Phase II is expected to be completed in late Spring of 2021.

Attached you will find a copy of the proposal (including cost for stamped drawings, materials, and installation), pictures of the bridge design, and an aerial map (Phase 3 in purple) to show the location of the bridges to be replaced.

### Fiscal/Budgetary Impact:

\$125,500.00	090-432-49030	FY 20-21 Capital Improvements Fund
\$91,463.00		<u>T.F. Harper and Associates proposal</u>
\$ 34,037.00	090-432-49030	Funds remaining in line item for FY20-21 Capital
Improvements Fund		

Recommendation is to authorization for the purchase and installation of two (2) pedestrian bridges in Dow Park from T.F. Harper and Associates via the Buyboard contract #592-19



## QUOTE

103 Red Bird Lane  
Austin, Texas  
78745-3122

To: City of Deer Park  
Attn: Jacob Zuniga  
Address: 610 E. San Augustin P.O. Box 700, Deer Park, TX  
Install Site:  
Phone: 832) 260-8547  
Email: [jzuniga@deerparktx.org](mailto:jzuniga@deerparktx.org)

QUOTE #: 01272021-JB-103  
DATE: January 27, 2021

Foot Bridges

QTY	DESCRIPTION OF EQUIPMENT	UNIT COST	TOTAL COST
2	8' x 23' Foot Bridge Per Preliminary drawing - Material and Install	\$ 30,450.00	\$ 60,900.00
2	Installation of Foot Bridges	\$ 12,306.00	\$ 24,612.00
2	Engineered Drawings and Footings	\$ 1,650.00	\$ 3,300.00
			\$ -
Notes	Includes removal of current foot bridges.	Sub-Total	\$ 88,812.00
		Freight	\$ 2,651.00
		Sales Tax	EXEMPT
		TOTAL	\$ 91,463.00

QUOTE IS VALID FOR 45 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION

PRICING IS BASED ON FULL ACCESS TO INSTALL AREA BY TRUCK / BOBCAT.

**NOT INCLUDED:** Permits, Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal, landscaping).

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.). By signing or issuing a PO to this quote, you are hereby agreeing to the attached Utility/ Rock Clause.

Estimated Delivery & Installation: 6-8 weeks after receipt of signed quote, deposit and color selections.

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. # (if applicable): \_\_\_\_\_

Thank you for giving us the opportunity to quote this equipment.  
Jessica Carter











## Legislation Details (With Text)

**File #:** PUR 21-004    **Version:** 1    **Name:**  
**Type:** Purchase    **Status:** Agenda Ready  
**File created:** 3/23/2021    **In control:** City Council  
**On agenda:** 4/6/2021    **Final action:**  
**Title:** Consideration of and action on approval to pay Superion-Centralsquare Agency Licensing Fees for RMS/CAD software maintenance.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Superion-Centralsquare invoice](#)

Date	Ver.	Action By	Action	Result
4/6/2021	1	City Council		

Consideration of and action on approval to pay Superion-Centralsquare Agency Licensing Fees for RMS/CAD software maintenance.

**Summary:**

The City of Deer Park operates its RMS/CAD system through a consortium which is hosted in League City. The RMS/CAD system is critical to the daily operations of the Police Department. Currently the city has Superion-Centralsquare as the RMS/CAD software. This proposal is for the cost of \$50,936.95 to pay the Superion-Centralsquare Agency Fees for 2020-21. The licensing fees will continue the City's compliance and agreement.

**Fiscal/Budgetary Impact:**

The cost is \$50,936.95 and will be paid from the 2020-2021 CCPD Budget, Account# 820-300-4279.

Staff recommends approving to pay the Superion-Centralsquare Agency Licensing Fees for RMS/CAD software maintenance.





# Invoice

Superion, LLC, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Invoice No (1 of 1)	Date	Page
310453	3/10/2021	1 of 4

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
City of Deer Park  
Nathan Bell  
710 East San Augustine  
Deer Park TX 77536  
United States

**Ship To**  
City of Deer Park  
Nathan Bell  
710 East San Augustine  
Deer Park TX 77536  
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
3768	City of Deer Park		USD	Net 30	12/16/2020

	Description	Units	Rate	Extended
Contract No. Q-40632				
1	JMS-MS DISPLAY - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$1,169.51	\$1,169.51
2	ONESolution Freedom Base - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$286.21	\$286.21
3	ONESolution Freedom Base - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$55.57	\$55.57
4	ONESolution CAD Console License - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,798.84	\$2,798.84
5	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$1,076.49	\$1,076.49
6	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$1,578.76	\$1,578.76
7	ONESolution MCT Client-MAPS - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,126.72	\$2,126.72
8	ONESolution CAD Client AVL License - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$1,435.36	\$1,435.36
9	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$1,594.77	\$1,594.77
10	ONESolution RMS Workstation - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$9,249.32	\$9,249.32



# Invoice

Superior, LLC, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Invoice No (1 of 1)

310453

Date

3/10/2021

Page

2 of 4

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**

City of Deer Park  
Nathan Bell  
710 East San Augustine  
Deer Park TX 77536  
United States

**Ship To**

City of Deer Park  
Nathan Bell  
710 East San Augustine  
Deer Park TX 77536  
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
3768	City of Deer Park		USD	Net 30	12/16/2020

	Description	Units	Rate	Extended
11	ONESolution MFR Client - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$4,018.99	\$4,018.99
12	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$1,233.50	\$1,233.50
13	ONESolution MFR Client-Citation - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,020.18	\$2,020.18
14	ONESolution Accident - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$956.84	\$956.84
15	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,020.18	\$2,020.18
16	ONESolution Accident Wizard - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$988.75	\$988.75
17	ONESolution MFR Client-Canine - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$63.80	\$63.80
18	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$1,275.90	\$1,275.90
19	ONESolution JMS Workstation - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$637.89	\$637.89
20	ONESolution PS&J Development & Maintenance - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00



# Invoice

Superion, LLC, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Invoice No (1 of 1)	Date	Page
310453	3/10/2021	3 of 4

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
City of Deer Park  
Nathan Bell  
710 East San Augustine  
Deer Park TX 77536  
United States

**Ship To**  
City of Deer Park  
Nathan Bell  
710 East San Augustine  
Deer Park TX 77536  
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
3768	City of Deer Park		USD	Net 30	12/16/2020

	Description	Units	Rate	Extended
21	ONESolution Mugshot Capture Station Software - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$2,339.01	\$2,339.01
22	ONESolution PS&J Development & Maintenance - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$0.00	\$0.00
23	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$10,578.49	\$10,578.49
24	ONESolution RMS Workstation - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$1,913.66	\$1,913.66
25	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$297.74	\$297.74
26	ONESolution MFR Client - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$423.14	\$423.14
27	ONESolution MFR Client-Citation - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$212.65	\$212.65
28	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$212.65	\$212.65
29	ONESolution Freedom Base - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$57.25	\$57.25



# Invoice

Superion, LLC, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Invoice No (1 of 1)	Date	Page
310453	3/10/2021	4 of 4

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
City of Deer Park  
Nathan Bell  
710 East San Augustine  
Deer Park TX 77536  
United States

**Ship To**  
City of Deer Park  
Nathan Bell  
710 East San Augustine  
Deer Park TX 77536  
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
3768	City of Deer Park		USD	Net 30	12/16/2020

	Description	Units	Rate	Extended
30	ONESolution Freedom Base - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$57.25	\$57.25
31	ONESolution Freedom Base - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$28.62	\$28.62
32	ONESolution Freedom Premium - Annual Maintenance Fee Maintenance: Start:12/1/2020, End: 11/30/2021	1	\$228.91	\$228.91

RB 298448

Please include invoice number(s) on your remittance advice,  
made payable to Superion, LLC  
**ACH:**  
Routing Number 121000358  
Account Number 1416612641  
E-mail payment details to: Accounts.Receivable@CentralSquare.com

**Check:**  
12709 Collection Center Drive  
Chicago, IL 60693

<b>Subtotal</b>	\$50,936.95
<b>Tax</b>	\$0.00
<b>Invoice Total</b>	\$50,936.95
<b>Payments Applied</b>	\$0.00
<b>Balance Due</b>	\$50,936.95



## Legislation Details (With Text)

**File #:** CON 21-003    **Version:** 1    **Name:**

**Type:** Contract    **Status:** Agenda Ready

**File created:** 3/15/2021    **In control:** City Council

**On agenda:** 4/6/2021    **Final action:**

**Title:** Consideration of and action on renewing the contract with Richmond Printing for the Printing of the City Messenger.

**Sponsors:** Finance

**Indexes:**

**Code sections:**

**Attachments:** [Contract Extension 2021](#)  
[Printer - Mohawk Price Increase 02.11.21](#)  
[Printer - Suzano Price Increase 02.22.21](#)  
[Printer - TST Increase Letter 02.25.21](#)

Date	Ver.	Action By	Action	Result
4/6/2021	1	City Council		

Consideration of and action on renewing the contract with Richmond Printing for the Printing of the City Messenger.

### Summary:

On July 16, 2019, the City entered into a contract with Richmond Printing to provide the printing of the quarterly City Messenger sent to all citizens in the City of Deer Park. The contract was for one-year with the option to renew up to two additional years. The current contract expires on August 31, 2021. This year represents the last renewal option on the current contract, and at this time, both the City and Richmond Printing are agreeable to this final one-year extension of the contract. Due to the continuous rise in the cost of paper, Richmond Printing has proposed a 3 percent (3%) increase as follows:

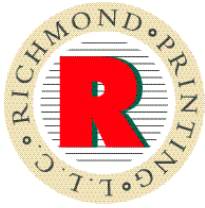
Current Cost - \$4,883.00 per quarter

Proposed Cost - \$5,029.49 per quarter

### Fiscal/Budgetary Impact:

The cost for the printing of the City Messenger is budgeted in General Government, Account No. 010-105-43050, Printing.

Renew the contract with Richmond Printing for the printing of the City Messenger.



5825 Schumacher Lane.  
Houston TX 77057  
Tel: (713) 952-0800  
Fax: (713) 952-0932

March 8, 2021

City of Deer Park  
Attn: Cristina Gossett  
710 E. San Augustine  
Deer Park, TX 77536

Dear Ms McBride,

It has been a great pleasure working on the City of Deer Park's Messenger Newsletter. Please accept this letter as an acknowledgment from Richmond Printing to extend the printing contract for another year September 1, 2021 through August 31, 2022 with 3% increase in pricing. Please see attached notice of increase from our suppliers.

Please contact me should you have any questions or need any information.

Sincerely,

Javeed Gire  
Director of Marketing



## **Mohawk 2021 Price Increase**

*Effective March 15, 2021*

February 11, 2021

To Our Valued Customers,

Effective March 15, 2021, Mohawk is implementing a price increase of approximately 2% for paper and 3% for envelopes and Xanita Board orders.

Manufacturing orders on file with Mohawk prior to March 15, 2021, but shipping after that date will retain the agreed-upon price. This price increase will be applied to all contracts and promotions, within agreed-upon terms.

Replacement price lists will be available electronically in the days to come. In the meantime, please contact your Mohawk Sales Representative if you have questions.

We appreciate your continued support of Mohawk,

**Mike Madura**

*Senior Vice President of Product, Mohawk*





February 22, 2021

**Subject: Suzano Price Increase – Uncoated Freesheet**

Dear Valued Customer:

Please be advised with shipments on March 22, 2021, pricing on the following products will increase by 8% in the US and Canada:

- Mill Brands and Private Label Office Papers
- Offset and Opaque Rolls

All standard upcharges remain in effect and customer inventory programs will increase with shipments on March 22, 2021.

We appreciate your business and continued support. If there are any questions regarding the increase, please contact your Suzano Sales Representative.

Sincerely,

**Guilherme da Cruz Monteiro**  
Marketing & Revenue Management  
Paper Business Unit

February 25, 2021

To Our Valued TST Customers:

Over the past couple of weeks, TSTIMPRESO has received notification from its mill suppliers regarding a round of price increases on most all grades of raw material. The mill increases range from 6% to 15% depending on the grade of paper. Our suppliers have cited numerous factors which are driving the increases, including:

- The rising price of pulp, up more than 30% over the past 90 days.
- Skyrocketing shipping costs, including truck, rail and ocean freight.
- Mill inventories trending down.
- Mills converting machine capacity to brown/packaging grades.
- Reduction in imports based on a weak US dollar, and increases in pulp and ocean freight costs.
- Mills having taken downtime since March of 2020 due to the sluggish US economy.
- Several paper machines that have been idled due to overall declining demand.
- Recent acquisitions within the industry, reducing the number of available suppliers.
- Specifically, with regards to thermal, a pending international trade case involving several countries accused of dumping, that could ultimately drive thermal prices up further.

In addition to paper, TSTIMPRESO has seen increase notifications on other input costs, including packaging, cores, and freight. As a result of these announcements, TSTIMPRESO will be forced to raise pricing on its products effective with shipments Friday March 26<sup>th</sup>, 2021. The amount of the increase will be between 5-15%, and will affect the following categories:

- Engineering & CAD Bond
- Continuous Forms (Bond & Carbonless)
- Paper Receipt Rolls (Thermal, Bond & Carbonless)
- Fax Paper
- Wide Format Media and Specialty Grades
- Pre-Perfed & Pre-Punched Cut Sheets
- Copy Paper
- Carbonless Sheets
- Butcher, Freezer and Table Paper

New price lists will be available online, and all Special Price Quotes will need to be updated prior to the increase. Please contact your local TSTIMPRESO sales representative if you have any questions. As always, we appreciate your business and continued support, and we will do our best to keep you informed of any further market changes. We look forward to a continued mutually prosperous relationship.

Sincere Regards,



Jeff Boren  
President  
TST IMPRESO, Inc.



## Legislation Details (With Text)

<b>File #:</b>	AGR 21-008	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agreement	<b>Status:</b>		Agenda Ready	
<b>File created:</b>	1/11/2021	<b>In control:</b>		City Council	
<b>On agenda:</b>	4/6/2021	<b>Final action:</b>			
<b>Title:</b>	Consideration of and action on entering into an agreement for architectural services with the Architectural Firm PGAL for design of the Deer Park Emergency Operation Center addition, reconfiguration of the existing EOC and Dispatch Center as well as the expansion of the Records unit at the Deer Park Police Department.				
<b>Sponsors:</b>	Public Works				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Council Presentation - 12-15-2020</a> <a href="#">2020-2021 CCPD budget</a> <a href="#">Conceptual Design Narrative - 08-21-2020 - corrected</a> <a href="#">PGAL – Architectural Services Agreement – 03-31-2020 - \$384,525</a>				

Date	Ver.	Action By	Action	Result
4/6/2021	1	City Council		

Consideration of and action on entering into an agreement for architectural services with the Architectural Firm PGAL for design of the Deer Park Emergency Operation Center addition, reconfiguration of the existing EOC and Dispatch Center as well as the expansion of the Records unit at the Deer Park Police Department.

### Summary:

The City of Deer Park has worked with PGAL as recently as 2019 on the new EMS Station at 1700 East Boulevard. We had significant success, and lessons learned, with them from that project, and believe that their guidance, communication and cooperation with City Staff continues to give us significant confidence to work with them again and enter into an agreement for architectural services for design, at the Deer Park Police Department, of the:

1. Deer Park Emergency Operation Center addition,
2. reconfiguration of the existing EOC and Dispatch Center
3. expansion of the Records unit

### January 06, 2020

The due date in which the City received Statements of Qualifications (SOQs) from architectural firms

pursuant to a Request for Qualifications (RFQ) for Architectural Services for programming and master planning of the Deer Park Emergency Operation Center addition, reconfiguration of the existing EOC and Dispatch Center as well as the expansion of the Records unit at the Deer Park Police Department.

This solicitation was pursuant to the Texas Professional Services Procurement Act, which regulates the procurement professional services including engineering, architectural services and land surveying, etc. The most highly qualified provider was selected on the basis of demonstrated competence and qualifications.

### **January 20, 2020**

CCPD was updated on the Request for Qualifications (RFQ) for Architectural Services.

File #: DIS 20-013 ([link <https://cityofdeerpark.legistar.com/LegislationDetail.aspx?ID=4308990&GUID=B4790BC2-AF7F-4137-B3C9-16C60ECE4317&FullText=1>](https://cityofdeerpark.legistar.com/LegislationDetail.aspx?ID=4308990&GUID=B4790BC2-AF7F-4137-B3C9-16C60ECE4317&FullText=1))

### **March 02, 2020**

At the Crime Control and Prevention District (CCPD) Board of Directors meeting Staff recommended entering into an agreement with PGAL.

File #: ACT 20-006 ([link <https://cityofdeerpark.legistar.com/LegislationDetail.aspx?ID=4341456&GUID=832CEB38-659C-4749-8FCA-DDE942B8AE96>](https://cityofdeerpark.legistar.com/LegislationDetail.aspx?ID=4341456&GUID=832CEB38-659C-4749-8FCA-DDE942B8AE96))

### **March 03, 2020**

Same recommendation made by CCPD on March 02, 2020 was presented to City Council and accepted.

File #: ACT 20-007 ([link <https://cityofdeerpark.legistar.com/LegislationDetail.aspx?ID=4341457&GUID=71EC3C62-0E11-4E68-819C-F0468D75E3C0&FullText=1>](https://cityofdeerpark.legistar.com/LegislationDetail.aspx?ID=4341457&GUID=71EC3C62-0E11-4E68-819C-F0468D75E3C0&FullText=1))

### **December 15, 2020**

A presentation by PGAL with supplementary information and presentation provided by City Staff. The presentation consisted of preliminary architecture designs and cost analysis by PGAL.

The presentation consisted of:

1. **PGAL** - Architectural renderings of the proposed new EOC and improvements to the existing EOC and adjacent dispatch and records areas,
2. **PGAL** - Estimated Detailed Cost Estimate by Halford Busby, with review by PGAL and guidance by the City of Deer Park Police Department and Administrative Staff, and
3. **City Staff** - Estimated cost estimates by City of Deer Park - Information Technology Director

James Lewis for necessary equipment upgrades to existing Police Department Station.

File #: ACT 20-042 ([link <https://cityofdeerpark.legistar.com/LegislationDetail.aspx?ID=4732269&GUID=7FA7F174-3BF3-4A19-BFB1-373E34FCE209&FullText=1>](https://cityofdeerpark.legistar.com/LegislationDetail.aspx?ID=4732269&GUID=7FA7F174-3BF3-4A19-BFB1-373E34FCE209&FullText=1))

### **January 18, 2021**

At the Crime Control and Prevention District (CCPD) Board of Directors meeting, Staff will recommend entering into an agreement with PGAL. Funding in the amount of \$240,000 for the design of this project is allocated in the 2020 - 2021 Crime Control and Prevention District budget.

File #: ACT 21-001 and AGR 21-003

### **February / March 2021**

City of Deer Park Staff continues to negotiate with PGAL in regards to scope of project. In order to unify communication and control systems under single umbrella of control, Ferguson Consulting Engineering will be sub-contracted under PGAL to assist with jail controls, camera, radio, and other systems integrations where City IT Department was previously performing this activity.

Agreement on cost and scope was reached between City of Deer Park Staff and PGAL with agreement attached for review.

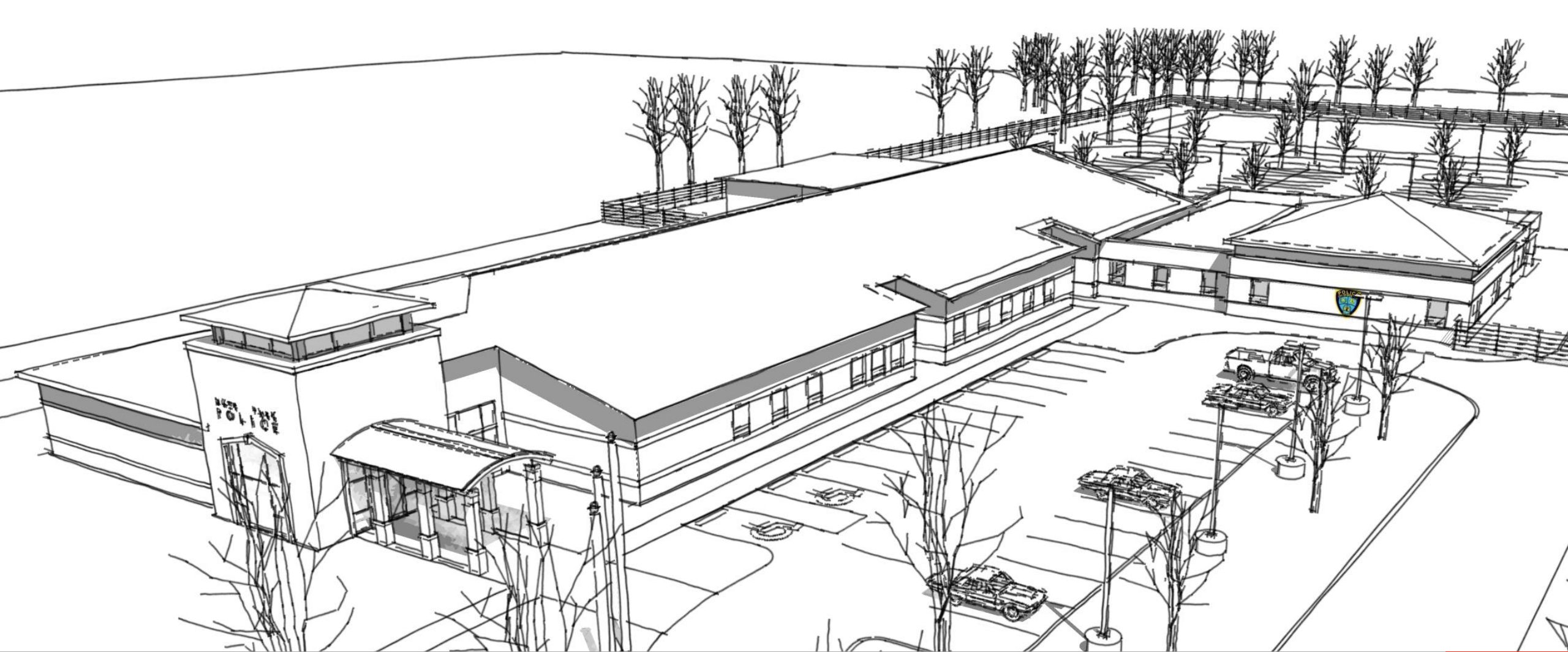
Attached for your reference are:

1. PGAL - Conceptual design narrative - 08-21-2020
2. PGAL - Architectural renderings and Council Presentation - 12-11-2020
3. PGAL - Architectural Services Agreement - 03-31-2020 - \$384,525 (+ not-to-exceed \$5,000 in reimbursable expenses)
4. 2020 - 2021 - CCPD Budget

Fiscal/Budgetary Impact:

Funding in the amount of \$384,525 (+ not-to-exceed \$5,000 in reimbursable expenses) for the design of this project is allocated in the 2020 - 2021 Crime Control and Prevention District budget.

Staff recommends approval of the attached agreement for architectural services with PGAL for design of the Deer Park Emergency Operation Center addition, reconfiguration of the existing EOC and Dispatch Center, and expansion of the Records unit at the Deer Park Police Department.



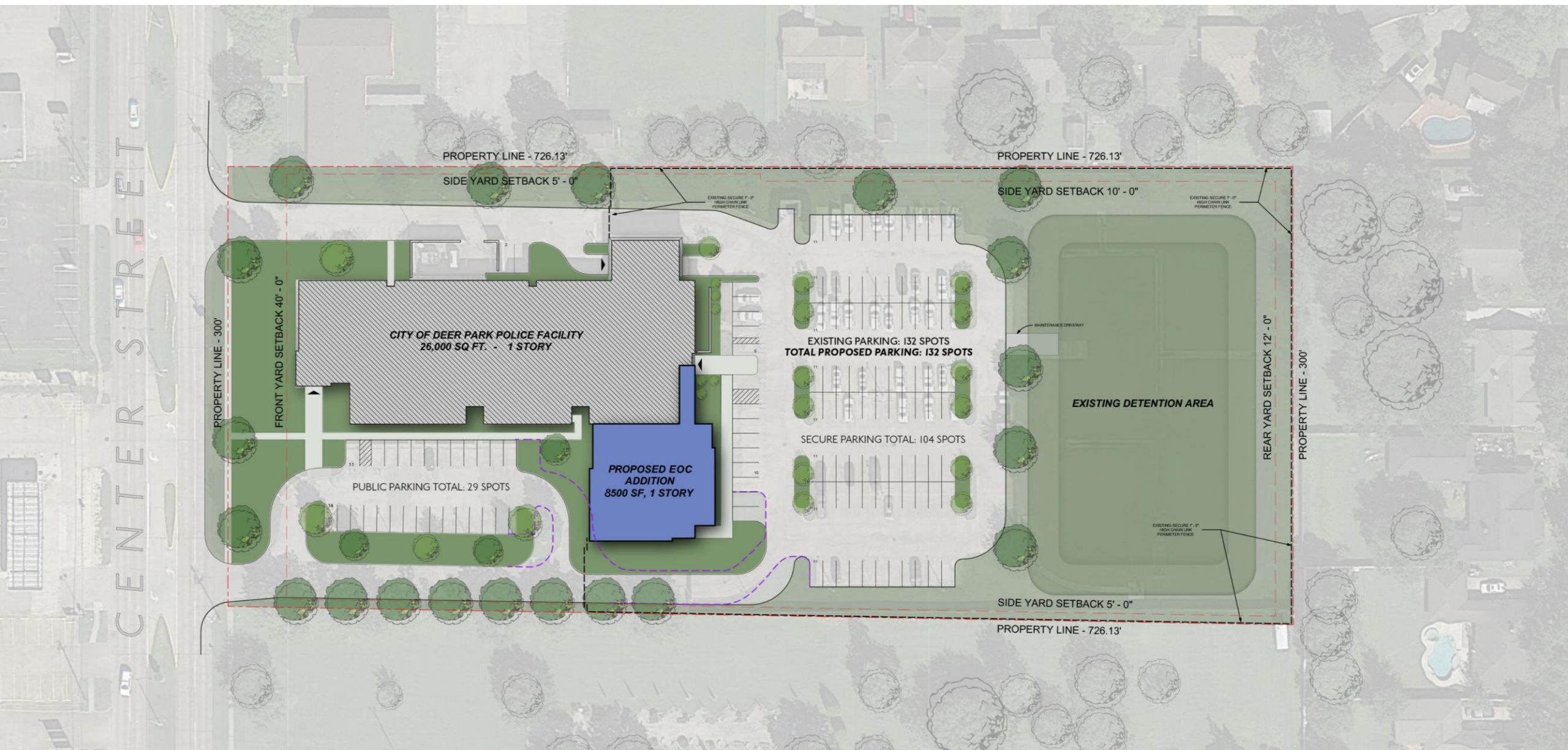
# DEER PARK POLICE DEPARTMENT EOC ADDITION + RENOVATION

Joint City Council and Crime Prevention District Workshop – December 15, 2020



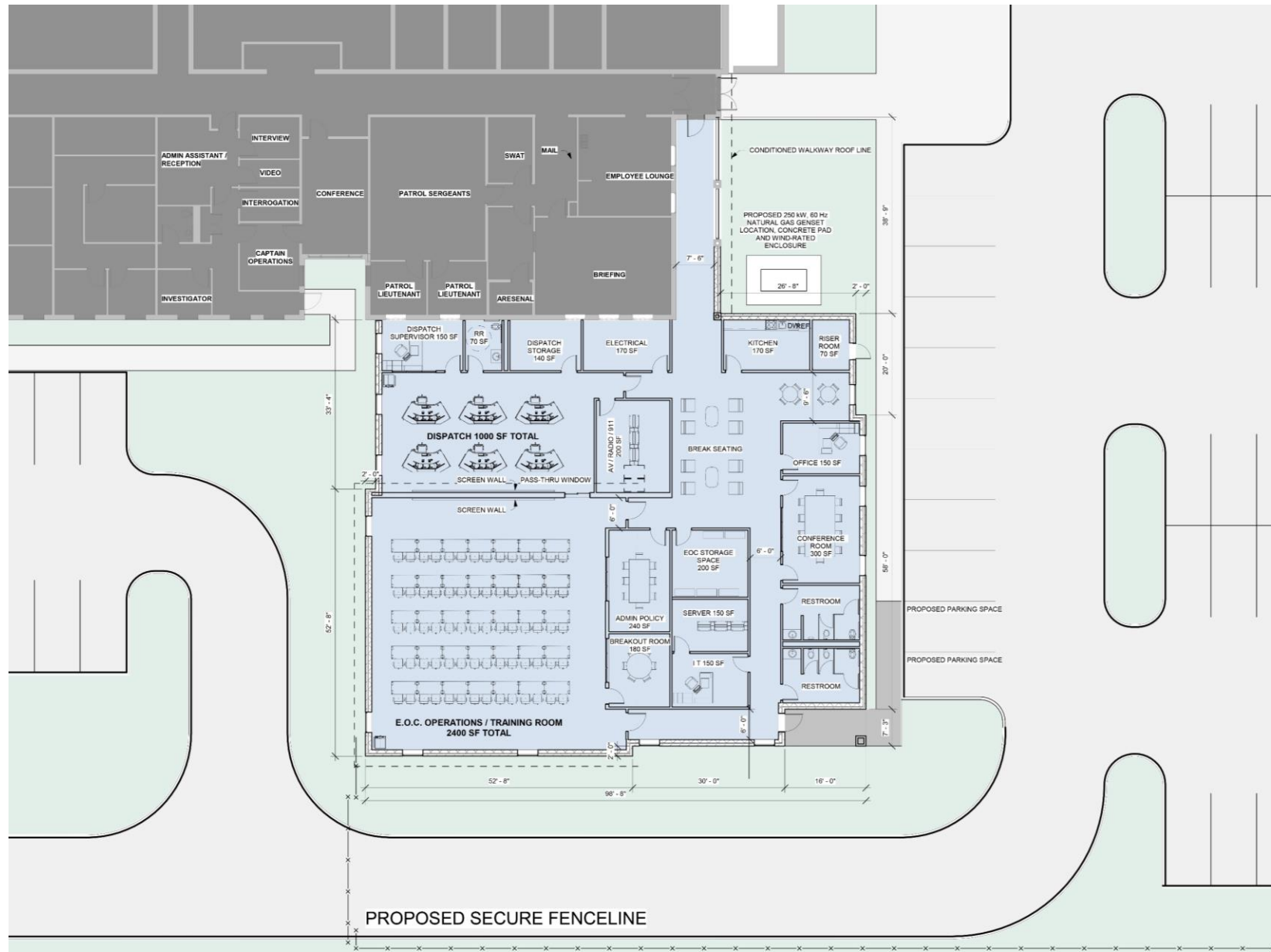


# OVERALL SITE PLAN





## PGAL



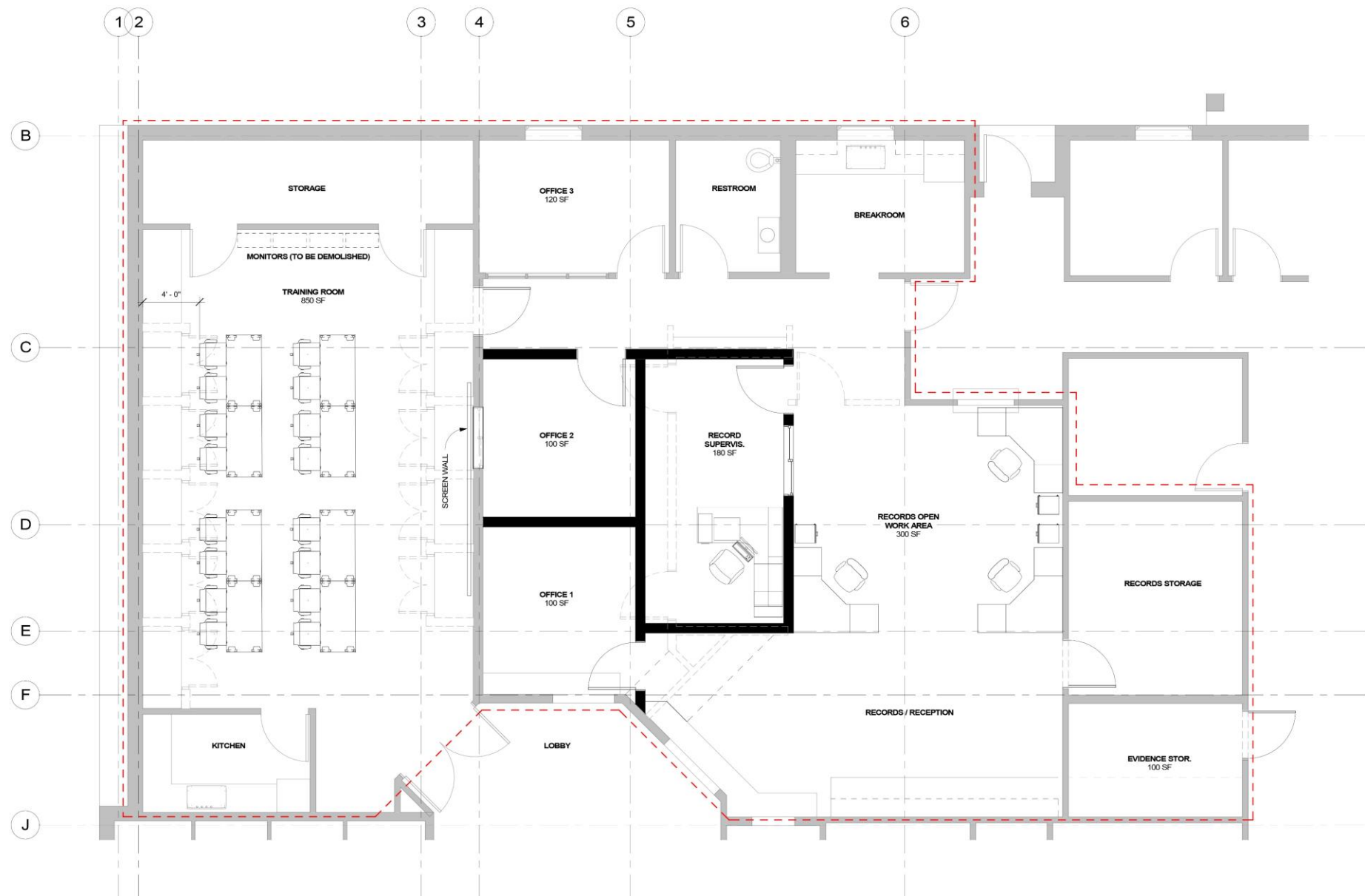
# EOC EXPANSION



# EXISTING PD RENOVATION



# ENLARGED RENOVATION PLAN





# EXISTING ENTRY PERSPECTIVE



# EXPANSION PERSPECTIVE

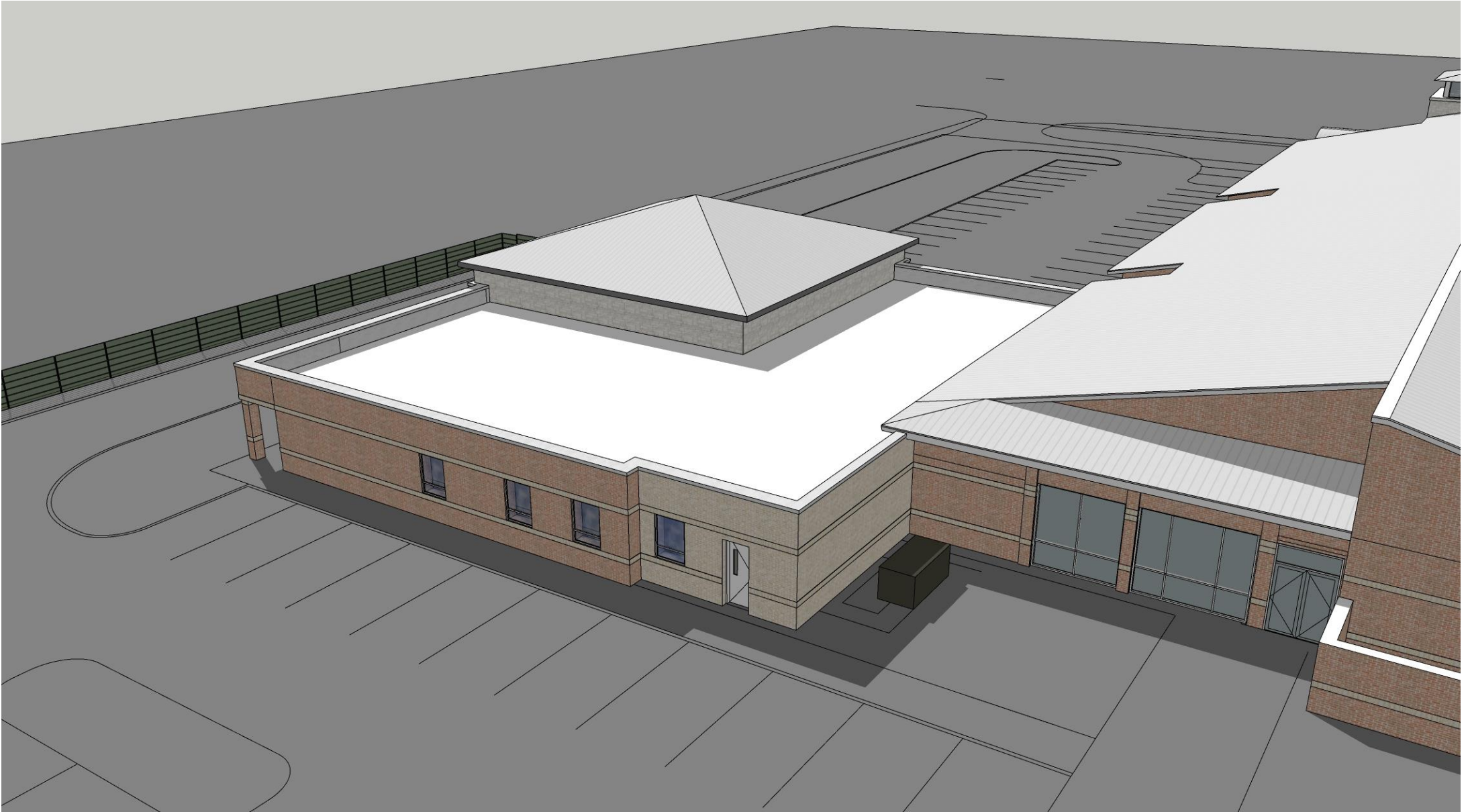




# OVERALL PERSPECTIVE



# EXPANSION PERSPECTIVE





# CONCEPTUAL BUDGET ESTIMATE

CONSTRUCTION COST	\$ 3,270,105	
SOFT COSTS	\$ 327,000	
DISPATCH CONSOLES	\$ 130,000	} → \$ 665,000
MOTOROLA CONSOLES	\$ 290,000	
FF&E	\$ 245,000	
CONTINGENCY	\$ 327,000	TOTAL WITHOUT FF&E
TOTAL PROJECT COST	\$ 4,589,105	\$ 3,924,105

# EXISTING FACILITY RENOVATION COSTS

JAIL AUTOMATED ACCESS SYSTEM	\$ 150,000
ACCESS CONTROL / CAMERA SYSTEM REPLACEMENT	\$ 139,000
CELL PHONE BOOSTER	\$ 2,000
CABLE NETWORK SYSTEM	\$ 4,500
ROOM TECHNOLOGY	\$ 9,000
<hr/>	
EXISTING FACILITY SUBTOTAL	\$ 304,500
 TOTAL PROJECT COST	 \$ 4,893,605

PROPOSED DESIGN AND CONSTRUCTION SCHEDULE

PRESENTATION TO CCPD / COUNCIL	12/15/2020
CCPD MEETING / AUTHORIZATION	1/18/2021
COUNCIL MEETING / AUTHORIZATION	1/19/2021
PGAL DESIGN START	1/20/2021
RECEIVE BIDS	5/20/2021
AWARD BID	7/6/2021
NTP	8/20/2021
CONSTRUCTION	9/4/2021 – 7/1/2022

**CITY OF DEER PARK**  
**2020 - 2021 CRIME CONTROL DISTRICT BUDGET**

Account #			
<b>41000</b>			
-	<b>PERSONNEL &amp; RELATED</b>	BUDGET:	773,770.00
41010	Salaries - Full Time		526,601.00
41000's	Benefits		202,169.00
	Pension/OPEB Expense		10,000.00
41040	Overtime		35,000.00
<b>PERSONNEL BALANCE</b>			<b>\$773,770.00</b>
<b>42000</b>			
-	<b>SERVICES</b>	BUDGET:	164,031.00
42310	Equipment Rental		28,800.00
	Six Rental Vehicles for Pro-Act & Investigations	28,800.00	
42390	Annual Audit		2,000.00
42500	Training		5,000.00
	Roadside Inspection & Weight Enforcement Training Complete	5,000.00	
42520	Dues & Fees		11,308.00
	Vehicle Registrations for PD Fleet	708.00	
	Leads on Line	4,748.00	
	Lexis Nexus (Accurant)	5,852.00	
42790	Software - Other		98,470.00
	OSSI Agency Licensing Fee (RMS)	47,795.00	
	OSSI Consortium Fee	30,441.00	
	Cellebrite UFED Annual License Renewal Complete	3,999.00	
	Extended Warranty for Dispatch Equipment Complete	13,635.00	
	IA Pro & Blue Team software maintenance Complete	2,000.00	
	Cellular service for ProAct Covert Camera Modem	600.00	
42900	Contract Labor		18,453.00
	ERAD Enterprise Service - Fraud Detection	6,000.00	
	Specialized Counsel, Search Warrants, Subpoenas	10,000.00	
	Move furniture to paint Patrol Supervisor's Office Complete	2,453.00	
<b>SERVICES BALANCE</b>			<b>\$164,031.00</b>

<b>43000</b>			
<b>-</b>	<b>SUPPLIES</b>	<b>BUDGET:</b>	<b>176,180.00</b>
43050	Election equipment, supplies & staffing		0.00
43070	Postage		327.00
43080	Small tools & Minor Equipment		\$173,128.00
	AED's & trauma kit supplies for 5 patrol Tahoes	7,090.00	
	Airlink modems for 5 patrol Tahoes	8,850.00	
	DataLux Tracer systems, DL Swipes & Printers (5)	30,661.00	
	Equipment build out for 5 new patrol Tahoes	77,275.00	
	Equipment for 2 DOT Enforcement Vehicles	1,500.00	
	I.D Printer for Admin Office Complete	2,000.00	
	Plastix Plus Consoles & Organizers for 5 patrol veh.	14,010.00	
	ProLaser III Radars w.2yr warranty (2)	5,400.00	
	Replacement parts for Crossing Guard radios	837.00	
	Covert Camera for ProAct Complete	2,490.00	
	SWAT Equipment	16,995.00	
	SWAT Tripod shooting rest	1,010.00	
	Tool chest/cabinet for armor supplies at firing range Complete	1,500.00	
	Track Xtreme GPS Tracing Device w/1yr access Complete	1,000.00	
	Vericom V-sense Brake Meter		
	Computer	1,750.00	
	Vortex Crossfire HD Binoculars for ProAct Complete	760.00	
43140	Protective Clothing		\$2,725.00
	Rifle vests for new officers (3)	2,725.00	
	<b>SUPPLIES BALANCE</b>		<b>\$176,180.00</b>
<b>44000 -</b>	<b>Maintenance</b>	<b>BUDGET:</b>	<b>49,462.00</b>
44020	Equipment Maintenance		\$5,130.00
	Datalux Tracer Maintenance	1,500.00	
	2 Year Warranty for DVD Burner Robot	3,630.00	
44040	Building Maintenance		\$13,387.00
	Paint interior walls of the PD hall way		
	Complete	6,400.00	
	Paint interior walls of the Sgt. Office		
	Complete	2,719.00	
	Replace carpet in Patrol Sgt. Office		
	Complete	4,268.00	
44120	Grounds Maintenance		\$30,945.00
	Grounds maintenance for Firing Range	30,000.00	
	Re-strip parking spaces & fire lanes at the range Complete	945.00	
			<b>\$49,462.00</b>
<b>49000</b>			
<b>-</b>	<b>CAPITAL OUTLAY</b>	<b>BUDGET:</b>	<b>4,448,066.00</b>
49020	Building		4,036,285.00
	Awning for Emergency Generator	5,499.00	
	Building covers and storage at the Firing Range	150,000.00	

	EOC Construction	3,500,000.00	
	EOC Final Structural Design	240,000.00	
	EOC Programming Conceptual Phase		
	Complete	30,000.00	
	Install Backflow Preventer in PD Mechanical Room Complete	7,770.00	
	Metal Roof & Downspout Restoration	103,016.00	
49040	Specialized Equipment		112,723.00
	WatchGuard In-Car Video System (5)	45,763.00	
	Replace Fire Alarm Control Panel in EOC	8,000.00	
	Emergency Generator Restoration	15,000.00	
	Haenni WL101 Wheel Load Scales for DOT Enforcement (8)	43,960.00	
49060	Vehicles		299,058.00
	Patrol Tahoes (5)	214,198.00	
	28' Self Contained Mobile Command Post	84,860.00	
49080	OSSI Fees		0.00
	OSSI Enterprise Fund	0.00	
	OSSI System Licensing Fees	0.00	
CAPITAL OUTLAY BALANCE			<hr/> \$4,448,066.00
TOTAL REMAINING BALANCE			\$5,611,509.00
BUDGETED EXPENDITURES			5,611,509.00

YELLOW HIGHLIGHTS INDICATE PROJECTED PURCHASES SECOND QUARTER



## **Deer Park Police Department Renovation and EOC Expansion Deer Park, Texas**

PGAL Project No.: 1005223

### **Conceptual Design Narrative**

**August 21, 2020**



**City of Deer Park**  
Owner

**I.A. Naman and Associates inc.**  
MEP Engineer

**Ferguson Consulting**  
Telecom/Security/Av Consultant

**PGAL**  
Architect/Civil

**Henderson Rogers**  
Structural Engineer

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## PROJECT DESCRIPTION

The existing City of Deer Park – Police Station is located at: 2911 Center Street, Deer Park, Texas, 77536. The current Police Station is approximately 30,000 sq. ft. and is utilized for typical Law Enforcement activities. The facility consists of areas including restrooms, breakrooms, reception, open and enclosed porticos, restricted access areas, jail cells, offices, dispatch, and mechanical, electrical and plumbing closets. A public parking lot is located on the southwest side, and secure restricted access parking on the east side of the station.

The City of Deer Park is interested in updating the existing Police station. The updates to the Police station will include:

A new 7500 sf. multi-use single story building addition to predominately serve as a relocation of the existing Emergency Operation Center (EOC) and Dispatch Center, as well as the redesign and reuse of the existing EOC, Dispatch Center, Radio Equipment room and Records/Reception offices.

## EXPANSION – BUILDING EXTERIOR

The single-story building expansion is a steel framed structure. The expansion itself will be connected to the existing exterior masonry wall and connected to a secure entry via a conditioned corridor. The roof will consist of both low sloped parapet style roofing and sloped standing seam metal roofing. Areas of low sloped roof deck will contain internal drains to an interior piped drainage system. The drain system will also accommodate and serve areas of the existing roof at points of connection to the new expansion

- The exterior wall material is a masonry veneer (to match existing brick Veneer). The exterior wall assembly will be composed of the brick veneer, 1" airspace, 2" rigid insulation, over fluid applied water proofing, over 7-5/8" CMU, developing an R value of 19 for the exterior wall.
- The window systems are to consist of a prefinished aluminum storefront system (Kynar coating to match existing). The glass for the new facility will be 1 5/16" impact-resistant insulating glass with a low-e coating (tinting to match existing).
- The roof for low slope areas will be a 4-ply SBS Modified Bitumen system over tapered rigid insulation (Minimum R-23). The system is to be compliant with all design and uplift tests as required for the region
- The roof for pitched areas will be a prefinished standing seam metal roof over ice and water shield over 7/16" nailer board over rigid insulation (Minimum R-23). The system is to be compliant with all design and uplift tests as required for the region

## EXPANSION - BUILDING INTERIOR

The single-story building expansion is to contain the following Primary interior spaces. EOC, Dispatch, Admin Spaces, Break areas, Conditioned Connector Corridor, and associated support spaces

### **Primary Space**

- The connector corridor for the building will consist of the following materials: Luxury Vinyl Plank flooring with a rubber base, painted gypsum board walls, 2'x2' exposed tee acoustical tile ceiling, direct/indirect LED lighting.
- The Break area will consist of the following materials: Luxury Vinyl Plank flooring with a rubber base, painted gypsum board walls, 2'x2' exposed tee acoustical tile ceiling, direct/indirect LED lighting.
- The EOC space will be a double height space with raised access flooring for electrical and data pathways and will consist of the following materials: carpet flooring and rubber base painted gypsum board walls, 2'x2' exposed tee acoustical tile ceiling, direct/indirect LED lighting.
- The Dispatch space will have access flooring for electrical and data pathways and will consist of the following materials: carpet flooring and rubber base painted gypsum board walls, 2'x2' exposed tee acoustical tile ceiling, direct/indirect LED lighting.
- Administrative Spaces will consist of the following materials: carpet flooring and rubber base, painted gypsum board walls, 2'x2' exposed tee acoustical tile ceiling, direct/indirect LED lighting.

### **Support Space**

- The Restrooms will consist of the following materials: Porcelain tile floor and base, porcelain tile walls full height at wet walls and epoxy paint gypsum board walls and ceiling with compact fluorescent downlight and wall sconce
- The Janitor space will consist of the following materials: Sealed concrete floor, painted gypsum board walls and exposed structure ceiling.
- The Storage will consist of the following materials: VCT flooring and rubber base, painted gypsum board walls, 2'x2' exposed tee acoustical tile ceiling.
- The Mechanical/Electrical/Janitor spaces will consist of the following materials: Sealed concrete floor and rubber base, painted gypsum board walls and exposed structure ceiling.
- The IT Closet will consist of the following materials: Sealed concrete floor and rubber base, painted treated plywood over gypsum board and exposed structure ceiling.

### **EXISTING PD RENOVATION - BUILDING INTERIOR**

The interior portion of the existing PD will be renovated as some of the function are being relocated into the new expansion. The following existing interior spaces will require renovation:  
Dispatch, EOC, and Records

- The existing EOC will be expanded into a training space and will consist of the following

materials, carpet flooring and rubber base painted gypsum board walls, 2'x2' exposed tee acoustical tile ceiling, direct/indirect LED lighting.

- The existing Dispatch will be expanded into office space and will consist of the following materials, carpet flooring and rubber base painted gypsum board walls, 2'x2' exposed tee acoustical tile ceiling, direct/indirect LED lighting.
- The existing Records will be expanded to accommodate more storage and will consist of the following materials, carpet flooring and rubber base painted gypsum board walls, 2'x2' exposed tee acoustical tile ceiling, direct/indirect LED lighting.

## CIVIL

### Site Work

- Clear vegetation on the SE corner of the existing building and demolish portion of the existing sidewalk and curb at the east parking lot (RE: C1.00). Prepare area for the building expansion slab installation and utilities.
- Remove and dispose concrete paving at the entrance and exit to/from the south parking area to accommodate installation of the proposed utilities (RE: C1.00). Replace the concrete paving to match existing conditions (RE: C2.00).
- Expand east concrete parking area (add 2 parking spaces), install curb and walkway to the building expansion entrance (RE: C2.00).
- Provide positive drainage away from the existing building and proposed building expansion.
- Install security fence and gate.
- All disturbed green areas to be restored and vegetation to be established.

### Utilities

- New sanitary connection to the proposed building expansion is proposed. Route approximately 400 LF of 6" sanitary sewer to connect to the existing sanitary sewer on the west side of the building. Sewer manholes to be installed at all change of direction, elevation, and connection locations (RE: C4.00).
- Building expansion will require a new 2" domestic water line connection with a separate water meter and backflow preventor. Domestic 2" line will connect to the existing 10" waterline located on the east side of the Center Street (RE: C4.00).

- Portion of the existing storm system located at the building expansion area to be demolished (RE: C1.00). Existing storm system to be re-routed, upstream flow from existing inlets and building downspouts to be connected to the new U/G storm system (RE: C3.00).

## STRUCTURAL

### Structural Scope of Work

- Structural work includes pier foundations, slabs-on-grade, load-bearing CMU walls, and steel-framed roof for the new building addition.
- Foundations will be designed and detailed in strict accordance with the recommendations outlined in a Geotechnical Report prepared specifically for this project.
- The new addition will be constructed adjacent to the existing building but will be designed as an independent structure to resist lateral and uplift wind forces.

### Design Criteria

- Applicable Codes and Design
  - 2012 International Building Code
  - ASCE 7-10 Minimum Design Loads for Buildings and Other Structures
  - ACI 318-11, Building Code Requirements for Reinforced Concrete
  - ACI 530, Building Code Requirements and Specifications for Masonry Structures
  - AISC Manual of Steel Construction – LRFD 14th Edition.
  - Live Loads: Roof 20 psf (unreducible)
  - Rooftop Mechanical Units: Actual Weight of Equipment
  - Superimposed Dead Loads: 15 psf (ceiling mechanical and miscellaneous)
  - Wind Design Criteria:
    - Basic Wind Speed 149 mph (3-second gust wind speed)
    - Building Category IV
    - Wind Exposure B

- Wind-borne Debris Region
  - Yes
- Earthquake Load
  - Using Site Classification D for stiff clay soils, site is in Seismic Design Category “A” per ASCE 7.
- Snow Load
  - Ground snow load,  $P_g$  is 0 psf.

### **Foundations**

- A Geotechnical Report has not yet been provided, but information from the existing building drawings will be used as basis of design until the report is made available.
- Floor slab will be minimum 5-inches thick, reinforced with #4 at 15” on center. Control joints will be placed in slab at maximum spacing of 15 feet in each direction. The slab will be placed over prepared subgrade and 15-mil vapor barrier. General Notes on the existing building drawings required removal and replacement of 5-feet of existing soil with select fill. Select fill was specified to be sandy clay (SC) or clayey sand (CL) with liquid limit less than 30 and plasticity index (PI) between 4 and 15. Select fill will be placed in loose lifts not exceeding 8-inches and will be compacted to 95% of the maximum dry density at a moisture content between optimum and 2% wet of optimum as determined by ASTM D 698.
- Exterior grade beams will be approximately 18” wide by 24” deep and reinforced with 3 - #8 continuous bars top and bottom. Stirrups will be #3 bars spaced at 10 to 12-inches on center. Interior grade beams will be used to support interior CMU walls and will generally be 14” wide by 24” deep, reinforced with 2 - #8 bars top and bottom.
- Drilled piers on the existing building bear at depth of 15-feet below the finish floor level. Piers for the new addition will likely be drilled to same or slightly deeper bearing depth. Anticipated sizes will be 24” diameter shafts with bells ranging in size from 36” to 60”. Piers will be located below interior columns and below grade beams at spacing of 15 to 20 feet on center

### **Steel Roof Framing**

- The roof will consist of 20- gauge, 1 ½” deep Type B, galvanized metal roof deck supported by steel bar joists and wide flange steel beams and perimeter masonry walls. Steel frames consisting of steel angles will be used to frame a continuous L3x3 edge angle will be provided at perimeter of roof.

- Heavy mechanical rooftop units will require steel wide flange beams, channels and posts to transfer loads to columns or walls below.
- Structural steel exposed to weather or in unconditioned space shall be hot-dipped galvanized or painted with a zinc-rich special coating.
- Exterior load-bearing CMU walls will support the steel joists and will also provide lateral resistance for wind loads. Walls will be 8-inch thick and will be reinforced with #5 rebar at 16 inches on center, in fully grouted cells.

#### **Cast-in-Place Concrete**

- Reinforcing Bars: ASTM A615, Grade 60
- Slabs-on-grade: 3,500 psi
- Grade Beams: 4,000 psi
- Drilled Piers : 4,000 psi

#### **Concrete Masonry Units (CMU)**

- Normal Weight CMU: ASTM C55 or ASTM C90
- Unit Compressive Strength: 1,900 psi
- Mortar: Portland cement/lime Type M or S , 1,800 psi compressive strength
- Grout: 3,000 psi compressive strength
- Control Joint Spacing: Max 20 feet

#### **Structural Steel**

- W- and WT-Shapes: ASTM A572, Grade 50
- Angles, Channels and Plates: ASTM A3
- Square/Rectangular HSS: ASTM A500, Grade B
- Round HSS: ASTM A501 or ASTM A53, Grade B

## MEP General

### Codes and Guidelines

- NFPA Standards (volumes 13, 14, 72 and others as applicable)
- National Electrical Code.
- International Building, Uniform Mechanical, International Plumbing and International Fire Codes (current editions) with **City of Baytown** Amendments.
- Texas Accessibility Standards (TAS).
- Accessibility Guidelines (ADAAG) of title III, Americans with Disabilities Act (ADA) of 1990. Note that ADA is Federal civil rights law. Enforcement of ADA is by Federal Agencies specified in the Act. Owners shall obtain appropriate legal counsel to determine methods of compliance for the specific Work of this project.
- Fire Alarm Rules of Texas Commission on Fire Protection.
- The International Energy Conservation Code and/or ASHRAE 90.1 as applicable with all relevant amendments.
- NFPA 101 Guidelines and Standard.
- Applicable ASHRAE guidelines and Standards.

**CHANGE TO:**

**"CITY OF DEER PARK"**

**NOTE BY: ADAM BALLESTEROS,  
CITY OF DEER PARK, CITY ENGINEER**

## MECHANICAL

### HVAC Design Criteria

- Summer design outdoor condition: 100°F DB, 80°F WB.
- Summer outside air handling unit design conditions: 92°F DB, 80°F WB.
- Winter design temperature: 24°F
- Indoor design conditions
  - Occupied public spaces: 74°F (summer), 72°F (winter) maintained plus/minus 1°F. These values are within ASHRAE comfort guidelines

- Occupied office humidity range: 50%-60% RH (summer). No humidity controls provided.
- Non-occupied rooms: 85°F summer, 65°F winter.
- Outside air pre-treating: (summer), 40°F

**CHANGE TO:**

**"CITY OF DEER PARK"**

**NOTE BY: ADAM BALLESTEROS,  
CITY OF DEER PARK, CITY ENGINEER**

#### Lighting heat loads

- Main lobby areas: 1.5 watts per usable sq. ft.
- Office Areas: 1.3 watts per usable sq. ft.
- Other occupied areas: 1.0 watts per usable sq. ft.

#### Receptacles/Equipment (heat gain for calculation purposes).

- Occupied Tenant Space: 2.0 watts/sq. ft. of Tenant Full Floor Usable Area

#### Outside air

- Ventilation outside air will be based on the City of Baytown Building Code and ASHRAE Standard 62.1. (1 ACH = 1 air change per hour)

#### Occupancy

- Typical Tenant Space: 1 person/150 sq. ft. of Tenant Full Floor Usable Area for heating and cooling loads.
- Minimum air circulation per usable square foot within interior zone spaces – 0.65 CFM/sq. ft.

#### Air Load Factors

Cooling Heating

#### Coil Air Quantity

10% 5%

#### Motor Heat

5% ----

#### Heating System "Warm-up" Factor

--- 10%

#### The HVAC system shall be designed with the following goals for sound levels:

- General office, meeting rooms, public areas, and non-equipment areas – NC 40.
- Conference spaces, Boardroom, Command Center – NC 35.
- Spaces adjacent to air handling unit equipment rooms and equipment areas – NC 42 ± 2.



## **Air Side Systems**

- Renovation area within existing building: The load associated with the renovated area is not expected to increase. Therefore, the existing base building HVAC equipment will be re-utilized to serve the renovated area. Existing main trunk ductwork will be reutilized, and existing grilles/registers will be relocated/replaced as necessary to accommodate the new space plan layout.
- New building addition: This system shall consist of two new 20-ton air-cooled single-zone VAV rooftop units (20 tons total). Each unit will be sized to handle approximately 65% of the peak building addition load. Each rooftop unit will supply a common supply duct that will serve the entire building addition. The building addition will be supplied from the rooftop units serving multiple VAV and Fan-powered terminals with electric heat. The rooftop unit will be provided with full economizer controls as well as management of outdoor air to meet ASHRAE 62 ventilation requirements. Rooftop air handling unit will be a custom unit with MERV 13 filters on both the return and outdoor air inlet. Unit will be provided with stainless steel cooling coils and frames, supply fans, face and bypass dampers, variable speed drives, internal vibration isolation, and roof curb sound attenuators. Air handling unit casing shall be 4" thick double wall construction.
- Building relief air shall be removed by a tap to the Toilet Exhaust. Toilet exhaust air will be removed from the space through exhaust registers located in the toilet rooms. Toilet Exhaust and Floor Relief Air shall utilize common duct system with an exhaust fan located within the building with discharge thru suitable exterior wall louvers (as approved by the Architect). Toilet exhaust air and relief air quantities shall be controlled as required by the outside air quantity. Minimum exhaust rate from toilet rooms shall be 2 cfm per square foot. Minimum building pressurization shall be maintained around 400 CFM positive.

## **Air Distribution Devices**

- Linear bar type architectural slot diffusers in all gyp board ceilings or walls of lobbies and public spaces.
- Sidewall, dual direction grilles in all "back-of-house" areas such as electrical rooms
- Typical "Omni" type 2'x2' ceiling diffusers:

## **Toilet Exhaust**

- A toilet exhaust/building relief fan will be installed to exhaust the restrooms and provide relief for the outside air. A DDC controlled damper will monitor and regulate exhaust air CFM to provide proper relief of the outside air quantities to occupant's system in accordance with ASHRAE 62.1 Standards, while still maintaining proper floor pressurization.

## **Controls**

- **Building Controls:** The building control system is an existing JCI system that is currently being upgraded by the facility. The scope of this project for the existing renovation area will be to verify proper controls and sequences serving the area. For the new addition, all new equipment will be integrated into the existing control system including modifications to graphics and sequence addition to fully integrate the new addition into the existing Building Automation System. All necessary software and custom graphics will be included.

## **Air Balance**

- The Contractor shall demonstrate equipment and system performance to the Engineer and Owner's representatives.
- An independent NEBB/AABC Certified test and balance contractor shall verify performance of air and water systems and provide written documentation of system performance
- **Piping Systems**
  - Condensate Drains: Type L hard drawn copper or Schedule 40 galvanized steel.
- **Hangers**
  - Split ring or adjustable clevis for single pipe-trapeze hanger for multiple pipes.
- **Insulation**
  - Supply and Outside Air Ductwork: 2" thick, one-pound density flexible fiberglass with foil face and vapor barrier K not higher than 0.25 at 100°F DB mean temperature difference
- **Vibration Isolation**
  - Air Handling Units - Roof Mounted: Internal isolation from the factory.
  - Fan Vent Sets: Amber/Booth Type SE with 1" Deflection.

## **ELECTRICAL**

- The entire electrical distribution system shall comply with local codes and the current edition of the National Electrical Code.
- The renovated area will reutilize the existing power already serving the area. Existing panels on the current records room wall shall be relocated to the new wall that will be constructed 10 feet away.
- The new building addition will be served from the existing 480Y/277V, 3-phase, 4-wire, 1200A electrical service. A new 400amp distribution panelboard shall be provided and fed from the

existing main gear to serve the new building addition. The new DPB shall be provided with TVSS and metering compartment; bussing shall be arranged for future extension. The electrical distribution will originate from the main switchboard using a conduit and wire distribution system.

- Conductors connecting receptacle and switch circuits to lighting and power home run junction boxes in finished areas, in accordance with the NEC, may be multi-wire, steel jacketed, Type “MC” cable, consisting of one, two, three or four 12 AWG copper “THHN” or “THHN/THWN” insulated phase and neutral conductors. MC cable can be run for a maximum length of twenty-five feet from any piece of utilization equipment (J-box, receptacle, light fixture, switch, etc.) to a home run junction box. (The home run is defined as the conduit run from that home run junction box back to the panelboard.)
- MC cable shall not be installed exposed.
- Type “MC” steel jacketed cable termination fittings shall be T&B #253, O-Z Gedney C5, Steel City Series XC-400 or approved equal clamp type, malleable iron fittings. Die cast fittings are not acceptable.
- 480Y/277-volt panels will serve the lighting and HVAC equipment. All panels will have at least 20% spare capacity for future growth. Panels will be provided with internal surge protective device (SPD).
- Dry-type transformers (K-factor rated) and panelboards will serve the 208Y/120-volt occupant receptacle and equipment loads. 200% neutrals, IG ground bars, and surged protective device (SPD) shall be provided to all panelboards. New 208Y/120V panelboards and transformers shall be provided as dictated by the load.
- All line voltage wiring will be in rigid metal conduit or EMT, except for receptacle/switch drops where MC cable will be allowed for a maximum length of 25’. Utilize Schedule 40 PVC conduit where below grade or poured in slabs. All wiring will be copper. Wiring for individual fire alarm indicating and initiating devices shall be EMT or rigid metal conduit where exposed to the elements.

### **Standby Power**

- An Outdoor weatherproof 200 kW, 480Y/277 volts, 3 Phase, 4 Wire diesel genset shall provide backup power to the new building addition. The genset shall be provided with a skid mounted UL2085 diesel fuel tank to provide 72 hours of run time a full rated capacity.
- Separate Isolation bypass automatic transfer switches shall be utilized to separate emergency and standby building loads.
- The generator system shall be capable of serving the loads for only the new building addition and not the existing building.

- Provisions shall be made to connect the building to a portable genset via cable tap box and manual transfer switch as well. An additional connection point to power the 911 room separately to a portable genset via cable tap box and manual transfer switch shall also be provided.
- A generator main switchboard shall be provided
- UPS System (serving the new building addition):

### **Topology**

- Distributed redundant comprised of an 2N redundant system.
- Each system will consist of one 100kVA/100kW module
- (Vertiv EXM or approved equal). Each module will be provided with 20-year VRLA (GNB Absolyte IIP or approved equal) batteries for 5 min. runtime at 100% load.
- The two system shall be interconnected w/a Load Bus Sync module to facilitate static transfer switch (STS) sync for all downstream single corded devices.
- Each system will be provided with a 3-breaker maintenance bypass cabinet.
- Each UPS system shall be provided with 480 volts, 3 Phase, 3 Wire + Ground output power distribution panel to serve UPS loads throughout the new building addition.
- Two 75kVA power distribution units (PDUs) with sub-feeds will provide power to the server room in an A & B configuration for dual corded equipment.
- One 45kVA dual input PDU/STS shall be provided for single corded critical loads.

### **Lighting Systems**

- Lighting system will be flexible with modular wiring technology. The lighting goal shall be 1.0 watts/sq. ft. with lighting controls in compliance with current IECC.
- Utility room and “back-of-house” lighting shall consist of 1’x4’ fluorescent chain hung fixtures with cover guards and T5 lamps.
- Office area standard lighting will consist of the fixtures specified on the architectural drawings. Each fluorescent fixture will utilize electronic ballasts (less than 10% THD). The fixtures shall be designed to comply with the ‘preferred’ recommendations of the IES RP-24 for lighting levels and cutoff for areas in which extensive VDT usage is expected. Lighting for equipment areas will be designed and fixtures selected for individual needs.

- All enclosed rooms throughout the building shall be provided with individual occupancy sensors with manual override control; occupancy sensors shall be either wall mounted, or ceiling mounted depending on the size of the space.
- A centralized, programmable lighting control relay panel system and infrastructure will be installed and integrated into the new building management system.
- All open work area lighting shall be controlled via the programmable lighting control system with tenant override switches located within the open area space.
- At a minimum, all lighting controls shall conform to current IECC guidelines.

### **Fire Alarm Systems**

- A complete code and ADA compliant, fully addressable fire alarm system shall be provided. The system shall include a minimum of the following:
  - Manual pull stations.
  - Multi-sensor smoke detectors located within the common spaces.
  - Speaker horns and visual strobes (ADA approved).
  - Cross zoned multi-sensor (photo-electric and heat) detectors at elevators lobbies, which interface with the elevator control system.
  - Additional monitoring and indicating devices as required by local codes.

### **Lighting Systems**

- Furnish and install a UL Master Label lightning protection system for the new building addition to be tied into the existing lightning protection system for the existing building. The system shall be designed to comply with requirements of the National Fire Protection Association and the Underwriters Laboratories, Inc. The system shall be designed to qualify for the maximum insurance rate reduction allowed for lightning protection for this type of construction.
- Grounding System shall be based utilizing Motorola R56 standard.
- Grounding Electrode System: Bond grounding electrodes together (as defined by the National Electrical Code) to comprise the grounding electrode system. Provide a buried ground ring for the building with ground rods spaced no more than 60 feet apart.

## Plumbing

### Domestic Cold Water

- Provide a system of domestic cold water to all fixtures and equipment requiring cold water.
- For the new addition, hose bibs will be provided in mechanical rooms and under the counter in the men's restrooms. A freeze-proof wall hydrant will be provided on each exterior face of the building.
- The renovated area will reutilize existing domestic cold water already serving the existing building. For the new addition, new cold-water service will be brought in from the west side of the addition.

### Sanitary Waste and Vent System

- For the renovated area, connect all new waste and vent piping to the existing systems. Saw cut and patch existing concrete as necessary.
- For the new addition, provide a diverse system of waste and vent piping throughout. Provide waste and vent stacks in toilet chases extending to below grade to 5' 0" outside of building. All floor drains shall be vented, and trap primed.

### Storm Drainage System

- For the new addition, provide a system of roof drains and internal primary and overflow risers connected to the site storm sewer system (re: civil). Collect drains into vertical leaders extending below grade. Extend storm lines from vertical leaders to 5'-0" outside building. Roof drains and horizontal runs of piping from roof drains shall be insulated. Overflow drains shall be independent risers daylight through the outside building wall near grade.

### Fire Protection System

- The existing building is, and the new building addition will be fully sprinklered. Quick response concealed type heads with white cover plates and adjustable inlets will be provided in all public spaces. All areas without ceilings will have exposed heads. Branch sprinkler piping shall be located near structural slab or deck. Design to be based on NFPA 13 and local code requirements.
- All critical areas (UPS room, Server Room, Radio Room, etc.) will be served by a pre-action fire suppression system complete with alarm initiation and notification devices. The pre-action system shall be interlocked with the building fire alarm system.
- UL listed/FM approved flexible fire protection sprinkler drops (such as manufactured by FlexHead Industries) shall be used in lay-in ceiling areas to allow for low-cost, rapid relocations of sprinkler heads during renovations.

- Quick response concealed type heads with white cover plates and adjustable inlets will be provided in all public spaces. All areas without ceilings will have exposed heads. Branch sprinkler piping shall be located near structural slab or deck. Design to be based on NFPA 13 and local code requirements.
- Design sprinkler densities are NFPA 13 light hazard densities. These densities should be reviewed with the insurance carrier, and if they agree, can be reduced to NFPA light hazard requirements:
  - Office Areas and Public Areas: 0.14 gpm/sq. ft. over 2000 sq. ft.
  - Work Areas with Equipment: 0.19 gpm/sq. ft. over 2000 sq. ft.
  - Storage Areas: 0.20 gpm/sq. ft. over 3000 sq. ft.
  - Mechanical Equipment Rooms: 0.20 gpm/sq. ft. over 1500 sq. ft.

## **Materials**

- Fixtures: Vitreous china plumbing fixtures, chrome plated brass trim, and stainless-steel ADA compliant drinking fountains.
- Domestic Cold Water:
  - Inside: Type “L” copper or Schedule 40 galvanized steel.
  - Outside: Type “K” copper or Class 52 ductile iron.
- Domestic Hot Water: Type “L” copper or Schedule 40 galvanized steel.
- Sanitary Waste and Vent:
  - Inside: Cast iron bell and spigot with elastomeric joints on no-hub cast iron.
  - Outside and Below Slab: Cast iron bell and spigot with elastomeric joints.
  - Vents: Cast iron bell and spigot with elastomeric joints or no-hub cast iron.
- Storm Drainage.
  - Inside Building: Cast iron bell and spigot with elastomeric joints or no-hub cast iron.
  - Below Slab and Outside: Cast iron bell and spigot with elastomeric joints.
- Fire Protection:

- Sprinkler piping inside - Schedule 40 black steel.

## IT / Security

The telecommunication system for this project will be comprised of several components including the structured cabling system (SCS), telephone system, active data network system, Cable Television (MATV), and Radio System. These components, as well as other related components, will be discussed individually in the following sections. The related components of the telecommunication system include grounding, administration, MEP requirements, architectural requirements as well as interfacing with other systems such as security and building automation.

The telecommunications system design will be based on the Telecommunications Industries Association (TIA) standards as well as the Building Industry Consulting Services, Inc. (BICSI) standards. In addition, the design will comply with Deer Park IT standards.

This project consists of two (2) separate scopes of work. One is the renovation of the existing facility and the second is the construction of a new Emergency Operation facility.

### Renovation Building Scope

- The existing building consists of multiple separate rooms containing the technology equipment. These rooms consist of the following:
- Telephone Room #136. This room currently is the service entrance room for the facility. Service is being provided by PS Lightwave, Comcast, Phonoscope as well as AT&T. In addition, there is singlemode fiber routing to the City Hall Server Room. This room is protected by a dry chemical suppression system and power is by generator and UPS. This room includes the horizontal cabling to all of the work area devices. This room is planned to remain. There are also some radio RF signals coming into this room. There is no scope for this room.
- Computer Room #122. This room includes a single cabinet and houses many of the data servers for this facility. This room has both generator and UPS power supplying the equipment. There is no scope for this room.
- Dispatch Equipment Room 1 (Rm #132A). This room is located within the construction area. It includes the Motorola radio equipment (7), Distributed Antenna System (DAS), Radio Cable entrance facilities, the S2 NetBox Extreme security equipment and associated servers, a PLC cabinet, two (2) Telecor T3-SC Security Intercom Controller, intercom cabinet, dedicated earth ground for GHC 911 Room, a ground plate and the power is both generator and UPS. This room will remain at its present location. The security equipment will be removed and replaced. All intercom and radio equipment will remain. Services will be extended from this room to the new Technology Room in the new facility.
- Dispatch Equipment Room 2 (Rm #132B). This room is dedicated to GHC 911 equipment. There are two (2) cabinets of equipment. This room will be relocated to the new facility.
- Office Space. The dispatch and emergency operation functions for the building will be removed. All associated cables that are no longer required will be removed back to source and



disconnected from the source. The floor space will be renovated following the architectural plans. All new horizontal cables will follow the structured cabling equipment requirements as noted below.

- **Specific Technology Cabling Scope.** For the renovated area, new wireless access coverage will be provided to ensure full coverage of the renovated space. At all renovated office locations, the following cabling will be provided:
  - **Desk Position:** Two (2) Cat 6 Cables for standard office. Additional cable drops for large offices with conference table or administrative assistant offices with printers.
  - **Printer Location:** Two (2) Cat 6 Cables
  - **Monitoring Equipment Locations:** One (1) Cable Drop. These locations include lighting panels, BAS panels, etc.
  - **Wireless Access Points:** Two (2) Cat 6A cables
  - **Additional Cable drops** as noted on AV Plans or Security Plans.

### **New Building Scope**

The new Building will include an Emergency Operations Facility, Dispatch, Break Room, Office Space, Conference Rooms and support spaces including two Technology Rooms. One technology Room is dedicated to GHC 911 and one room is dedicated to Deer Park. Refer to the General Requirements Section for the Technology Room requirements.

- **Specific Technology Cabling Scope:**
  - For the new building, wireless access coverage will be provided to ensure full coverage of the space. The following cabling will be provided:
    - **Desk Position:** Two (2) Cat 6 cables for standard offices. Additional cable drops for large offices with conference table or administrative assistant offices with printers.
    - **Operators Console Position:** Four (4) Cat 6 cables per desk position
    - **Training Room:** One (1) Cat 6 cable per desk position.
    - **Printer Location:** Two (2) Cat 6 Cables
  - **Monitoring Equipment Locations:** One (1) Cable Drop. These locations include lighting panels, BAS panels, etc.
  - **Wireless Access Points:** Two (2) Cat 6A cables

- Additional Cable drops as noted on AV Plans or Security Plans.

### **Cable Media**

The telecommunications cabling media assessment will include the backbone cables, horizontal cables and connectors. This is a high-performance cabling system and requires a 20-year warranty which is typical for structured cabling systems (SCS). Only certain manufacturer solutions will be allowed for this system.

- Approved SCS Manufacturers. CommScope Systimax, Leviton/Berk-Tek, Panduit/General
- Backbone Cables. Backbone cables will consist of a combination of 50-micron laser optimized multimode fiber as well as singlemode fiber. In addition, two (2) bundles of Cat 5E cables will routed to the existing Telephone Room from the new Dispatch Technology Room.
- Horizontal Cables. The horizontal cables will be Cat 6 rated cables. For wireless access points, the cables will be Cat 6A rated. The cables will route from the Technology Room to the communication outlet or device. All runs must be within the 295' distance limitations.
- Horizontal Patch Cables. All patch cords must match the rating of the cable to which they are patching. The cables are color coded based on the application for easy visual distinction as follows:
  - Blue = Data
  - Black = Surveillance
  - White = Voice
  - Red = Security
- Horizontal Terminations
  - All terminations will be RJ45 connectors with same rating as the terminating cable. Blue jacks will be used for data, white jacks for voice and orange jacks for Cat 6A cables.
- Backbone Cable Terminations.
  - All terminations will be splice-on LC type. They will terminate into minimum 2RU termination panels.

## **Pathways and Spaces**

The structured cabling will utilize wire mesh cable tray located in the main corridor spaces. When cables exit the tray, Cat 6 rated cable hangers will be used thru the accessible ceiling spaces and conduit will be used thru any inaccessible ceiling spaces. Conduit will be used to all wall boxes to the accessible ceiling space.

New backbone cables will primarily use the cable tray system. Where backbone cables exit the cable tray system, they must be installed in conduit. New and existing communication pathways will be utilized for the backbone cable distribution.

The minimum size for conduit for horizontal cables will be 1". Where multiple cables are run parallel, one larger size conduit may be used to minimize the use of 1" branch conduits.

- Distance Limitations
  - 295' Horizontal Cables
  - 2000m Singlemode Fiber
- Electromagnetic Interference (EMI). EMI must be considered when routing data cables as they are very susceptible to EMI which can, in turn, create problems with the electronics or end devices from working properly. EMI can be limited by keeping horizontal cable pathways clear from radiating sources such as power wiring, motors and ballasts as well as properly shielding and grounding the cables.
- The following cable clearances should always be maintained for structured horizontal cables
  - 3 feet from motors and generators
  - 6 inches from electrical conductors (120V-480V)
  - 5 inches from fluorescent sources
  - 12 inches from 480v and above

## **Lightning Immunity**

The communication cabling infrastructure and electronics are very sensitive to lightning strikes and electrical surges of any kind. Any IT device that is located below the building roofline and attached to the building may use copper (CAT 6/6A) connectivity. Any IT device that rises above the roof line should use fiber connectivity in order to provide immunity from the impacts of lightning. If an IT device is detached from the building and below roofline, then it may utilize copper connectivity if it is located within the cone of the building lightning protection coverage.

### **Requirements for Technology Rooms (TR)**

- The TR rooms will require a minimum ceiling height of 9.0' AFF to structure. No false ceilings are allowed in these rooms.
- The rooms shall have lockable doors minimum of 3'-0" wide by 84 inches tall with full 180-degree swing. Door sills are not allowed. Swing door outward whenever possible. The door must have a keyed locking mechanism or electronic card access.
- Flooring shall consist of non-carpeted static resistant flooring such as sealed (anti-static floor sealant) concrete. If floor tiles are installed, they must be static dissipative tile (SDT). It is recommended to treat walls and ceilings to reduce dust and static electricity.
- HVAC for this room shall consist of continuous 24-hour environmental control to maintain a temperature of 64 to 75 degrees with a relative humidity of 30%-55%. Maintain positive pressure inside the room.
- No wet piping route into these rooms. If a sprinkler is required, then it shall be installed with a wire cage to prevent accidental leakage and located so that it is not above any equipment cabinets.
- No HVAC condensers or compressors are allowed inside the MTR or TR Rooms.
- Minimum floor loading shall be 50 lb/ft.
- Lighting shall consist of 50 foot-candles minimum and be located at least 8.5 feet AFF. Locate lighting higher, if possible, in order to maintain at least 18 inches from the cable tray system.

### **Additional Requirements for TR Rooms for Emergency Operations**

- Redundancy in the backbone cabling from the MTR to the TR's.
- Redundancy in the service provider entrance facilities. Redundancy may include multiple points of entry as well as multiple service providers.
- Room located above flood plain and generally recommended to be above the first level.
- Redundancy in the power system. Power to the room should come from separate sources, should include UPS as well as generator back-up.
- The electronics should have dual power supplies for automatic fail-over.
- The room HVAC unit should be on the generator power supply.
- Dry-type fire suppression system.

## Grounding

- Grounding and Bonding of the telecommunications system will follow the TIA-607 standards. It will include all metallic cable jackets, cable tray and racks, grounding busbars, etc. as defined in the standards.

## Facility Systems Monitored

- It is important for the facility to monitor technology systems in order to minimize any potential failures. Monitoring will be performed on the technology UPS, generator, building management system, and other systems deemed essential.

## Telecommunications Administration

- The Telecommunications System administration and identification is important for proper maintenance and troubleshooting of the structured cabling system. The administration will follow the TIA-606 standards. All horizontal, backbone, grounding, termination hardware, racks, etc. should follow these standards. Refer to Figure below for typical labeling. All wire labels should fully wrap the cable jacket and be repetitive using black letters on a white tape with minimum 12pt font.

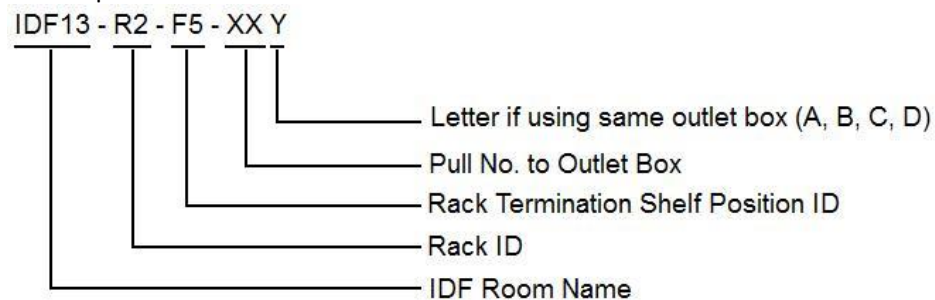


Figure 1.1.8-A Proposed SCS Labeling

- Quality Assurance
  - Quality Assurance will be maintained by requiring a track record of communication experience and experienced personnel. Also, an RCDD must be present during the construction and testing of the telecommunications system. The selected contractor for the SCS must be a certified and currently registered Partner for the respective SCS capable of issuing a numbered registration certificate for the entire Cabling System.
- Installation Requirements
  - The telecommunications cabling is a high-performance infrastructure and must be installed correctly. The installer will conform to the manufacturers and TIA guidelines for installing the cabling such as bend radius, cable untwist, slack cables, grounding, identification, terminations, stretching, etc. All installation requirements will be clearly identified in the specifications

### **Warranty**

- The telecommunications system shall include a 20-year warranty on the performance standards, materials and installation.

### **Security Systems**

The existing security system for the existing facility will remain unchanged. The existing systems will be expanded to support the new facility.

### **Surveillance System**

The existing security system is unknown. New IP cameras with associated licenses will be required to monitor the new building as well as the parking gates. All new cameras will have a minimum of 1MP resolution. They will be comprised primarily of fixed cameras with wide dynamic range for light sensitivity. All exterior cameras will include the day/night feature.

- All cameras will be recorded on motion. The compression will be H.264. New video recorders will be required and will provide enough storage for 30 days of video retention.
- Video Coverage will be provided for the following areas:
  - All access-controlled portals including both pedestrian and vehicular.
  - The building perimeter
  - The secured parking facility in areas where sensitive or valuable equipment is located
  - The secured building facilities in areas where sensitive or valuable equipment is located
  - All MTR and TR Rooms
  - All entry and exit doors (this should also fall under access-controlled portals)

### **Access Control System**

- The current access control system is an S2 NetBox Extreme System.
- New access control will be required for the following areas:
  - All entry and exit doors
  - The rooms within the facility which contain valuable or sensitive equipment.

- Areas within the building with difference security access levels such as securing the public side from the operation side. There also may be differing access levels within the operational side such as securing the command center, IDF Rooms or other areas where there may be differing security clearances required.

### **Security Systems General Requirements**

- Cable Infrastructure
  - All security system cabling will follow the structured cabling system installation requirements with the following exception. Access control cabling must be installed in conduit for the complete route from the end device back to the owner's security cabinet.
- Access Control Cabling.
  - The access control cable will be as follows:
  - Card Reader cable: 6-conductor, #18AWG stranded bare copper, shielded
  - Alarm Point cable: 2-pair, #18AWG stranded bare copper, shielded
  - Panic Hardware cable: 3-pair, #18AWG stranded bare copper, shielded
  - Electronic Lock cable: 2-pair, #16AWG stranded bare copper, shielded
  - Request-to-Exit cable: 2-pair, #22AWG stranded bare copper, shielded
  - Intrusion Alarm cable: 2-pair, #18AWG stranded bare copper, shielded
- Surveillance System Cabling
  - All new cameras will be IP-based cameras. Therefore, the cables will be installed following the structured cabling requirements for data cables. The cables will originate in the TR room and terminate at the camera location.
  - A slack loop of approximately 20' prior to termination of the cable provides flexibility for future modifications.
- Quality Assurance
  - Quality Assurance will be maintained by requiring a track record of communication experience and experienced personnel. The contractor must be certified by the manufacturer of the products to be installed, adhere to the engineering, installation and testing procedures, and utilize the authorized manufacturer components and distribution channels in provisioning this Project.

- All members of the installation team must be factory certified by the manufacturer(s) as having completed the necessary training to complete their part of the installation. Written confirmation of such certification by manufacturer(s) shall be submitted to the Owner if requested.
- Security System Monitoring
  - The security system will be monitored from workstations within certain offices in the facility with the ability to monitor the system offsite.

END OF CONCEPTUAL DESIGN NARRATIVE



# AGREEMENT FOR ARCHITECTURAL SERVICES

## City of Deer Park Emergency Operation Center (EOC) expansion and Police Department (PD) Renovation Final Design Phase

This Agreement is made and entered into in Deer Park, Harris County, Texas on the 6<sup>th</sup> day of April 2021; by and between parties:

**The City of Deer Park**, (“CITY”) a Municipal Corporation in the State of Texas, AND

**Pierce Goodwin Alexander & Linville, Inc.** (PGAL), (“ARCHITECT”) duly licensed, and practicing under the laws of the State of Texas.

Said Agreement being executed by the City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by the ARCHITECT for architectural services hereinafter set forth in connection with the City of Deer Park Emergency Operation Center (EOC) expansion and Police Department (PD) Renovation Final Design Phase Project (the “project”) for CITY.

CITY retains ARCHITECT to perform architectural services related to the project in return for consideration of payment by CITY under terms and conditions set forth in the articles below.

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## **ARTICLE 1. SCOPE OF SERVICES**

1.1 Scope of Services. ARCHITECT will provide architectural, design, consultation, project management, and other services as required to perform and complete the Scope of Services and Fee Proposal (the "Proposal") (Attachment A) which are part of this Agreement. The Scope of Services (the "Services") and the time schedules set forth in the Proposal are based on information provided by CITY and ARCHITECT. The Services and deliverables listed in the Proposal are essential terms of this Agreement.

1.2 ARCHITECT will complete the following services in addition to the Proposal:

- i. Prepare construction plans and specifications for the proposed project, including all details, ready for construction. The construction plans and specifications will include civil, structural, mechanical and electrical components. ARCHITECT will utilize and make ready any existing City standard details as relative to the project.
- ii. Submit to the CITY for review and comment on submittals of the construction documents, followed by a 100% complete submittal, which addresses all comments.
- iii. Attend meetings with CITY representatives to review submittal phases.
- iv. Submit to the City three (3) sets of final, sealed construction documents and PDF copies of the sealed construction documents digitally (CD, USB drive, email, etc.).
- v. ARCHITECT will provide design and technical support. The scope of this service includes coordination with the CITY on design and construction issues as requested. In addition, ARCHITECT will make visits to the site a minimum number of five (5) times throughout the construction, including a final inspection with City Staff.
- vi. ARCHITECT will formally communicate CITY via e-mail on a weekly and monthly basis on the progress of the project and convey issues with their resolution. In addition to the electronically transmitted progress reports, ARCHITECT will be responsible for preparing as-built drawings based on contractor and CITY comments.
- vii. ARCHITECT will review and advise on any design modification or changes suggested by CITY.
- viii. The 100% Design will include pertinent specifications and complete design plan sheets. All maps and drawings will be completed or converted into AutoCAD when submitted to CITY.

1.3 If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by CITY, or if CITY directs ARCHITECT to change the Services shown in proposal, a written amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be negotiated in accordance with the Schedule of Rates (the "Rates") (Attachment B) and executed by CITY and ARCHITECT.

## **ARTICLE 2. COMPENSATION**

2.1 Compensation. ARCHITECT bills for its services based on the Proposal. Additional services based on scope of services change directives from the City will be billed using the Rates as shown in Attachment B of this Agreement. As requested, ARCHITECT has provided a not to exceed fee for the Services amounting to:

**\$384,525 (three-hundred and eighty-four thousand, five-hundred and twenty-five dollars).**

In addition, reimbursable expenses will be billed according to the proposal in the estimated not to exceed amount of: \$5,000 (five-thousand dollars). ARCHITECT will not exceed any of the above amounts without prior approval from CITY. ARCHITECT will notify CITY, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.

2.2 ARCHITECT will submit monthly invoices for Services rendered, and CITY will make payment within thirty (30) days of receipt of ARCHITECT'S invoices. If CITY objects to all or any portion of an invoice, it will notify ARCHITECT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

### **ARTICLE 3. CITY'S RESPONSIBILITIES**

3.1 City's Responsibilities. CITY will designate in writing the person or persons with authority to act on behalf on all matters concerning the services to be performed.

3.2 CITY will furnish to ARCHITECT all existing studies, reports, data and other information available to CITY necessary for performance of the Services, authorize ARCHITECT to obtain additional data as required, and furnish the services of others where necessary for the performance of the Services. ARCHITECT will be entitled to use and rely upon all such information and services.

3.3 Where necessary to performance of the Services, CITY shall arrange for ARCHITECT to have access to any site or property.

### **ARTICLE 4. PERFORMANCE OF SERVICES**

4.1 Performance of Services. ARCHITECT's services will be performed within the schedule and time period set forth in Attachment A.

4.2 ARCHITECT shall perform the Services, and any additional services as may be required, for the development of the Project to completion.

4.3 If required, additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.

4.4 If any time period within or date by which any of ARCHITECT's services are to be performed is exceeded for reasons outside of ARCHITECT's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

### **ARTICLE 5. CONFIDENTIALITY**

5.1 Confidentiality. ARCHITECT will hold confidential all information obtained from CITY, not previously known by ARCHITECT or in the public domain.

### **ARTICLE 6. STANDARD OF CARE AND WARRANTY**

6.1 Standard of Care. In performing services, ARCHITECT agrees to exercise professional judgment, made on the basis of the information available to ARCHITECT, and to perform its ARCHITECTURAL services with the professional skill and care of competent design professionals practicing in the same or similar locale and under the same or similar circumstances and professional license. ARCHITECT also agrees to perform its ARCHITECTURAL services as expeditiously as is prudent considering this standard of care. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.

6.2 Warranty. If any failure to meet the foregoing standard of care Warranty appears during one-year from the date of completion of the services and ARCHITECT is promptly notified thereof in writing, ARCHITECT will at its expense re-perform the nonconforming services.

6.3 The foregoing Warranty is the sole and express Warranty obligation of ARCHITECT and is provided in lieu of all other warranties, whether written, oral, implied or statutory, including any warranty of merchantability. ARCHITECT does not warrant any products or services of others. ARCHITECT, however, expressly acknowledges that these warranty obligations do not eliminate the applicability of the standard of care to all of its services and that the CITY may still retain remedies against ARCHITECT following the expiration of the warranty period in this Agreement, contract, tort, or otherwise, as the law allows.

## **ARTICLE 7. INSURANCE**

7.1 **Insurance.** ARCHITECT will procure and maintain liability insurance coverage as required by law and provide a Certificate of Liability Insurance. At a minimum, ARCHITECT will have the following coverage:

- (1) Workers compensation and occupational disease insurance in statutory amounts.
- (2) Employer's liability insurance in the amount of \$1,000,000.
- (3) Automobile liability in the amount of \$1,000,000.
- (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (5) Professional errors and omissions insurance in the amount of \$1,000,000.

7.2 ARCHITECT has provided a current Certificate of Liability Insurance (Attachment C) to CITY demonstrating and reflecting that ARCHITECT has procured and maintains insurance coverage in accordance with the requirements stated above.

## **ARTICLE 8. INDEMNITY**

8.1 **Indemnity.** TO THE FULLEST EXTENT PERMITTED BY LAW, ARCHITECT SHALL INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, OR OTHER HARM TO THE EXTENT SUCH BODILY INJURY, PROPERTY DAMAGE, OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE INDEMNITOR EXERCISES CONTROL.

8.2 IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ARCHITECT AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ARCHITECT'S LIABILITY.

8.3. ARCHITECT agrees to and shall contractually require its consultants and subcontractors of any tier to assume the same indemnification obligations to Indemnities as stated herein.

## **ARTICLE 9. OWNERSHIP OF DOCUMENTS**

9.1 **Ownership of Documents.** As long as CITY is current in the payment of all undisputed invoices, all services product prepared by the ARCHITECT, consultants or subconsultants committed by the ARCHITECT or their agent, pursuant to this Agreement, including, but not limited to, all Contract Documents, Plans and Specifications and any computer aided design, shall be the sole and exclusive property of CITY, subject to the ARCHITECT's reserved rights.

9.2 ARCHITECT's technology, including without limitation customary techniques and details, skill, processes, knowledge, and computer software developed or acquired by ARCHITECT, or its Consultants, to prepare and manipulate the data which comprises the instruments of services shall all be and remain the property of the ARCHITECT.

## **ARTICLE 10. INDEPENDENT CONTRACTOR**

10.1 Independent Contractor. The ARCHITECT is an independent contractor and shall not be regarded as an employee or agent of the CITY.

## **ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

11.1 Compliance with Federal, State and Local Laws. The ARCHITECT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

## **ARTICLE 12. SAFETY**

12.1 Safety. CITY shall inform the ARCHITECT and its employees of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site. The ARCHITECT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

12.2 ARCHITECT shall not have any responsibility for overall job safety at the site. If in ARCHITECT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ARCHITECT may immediately suspend performance until such safety standards can be attained. If, within a reasonable time, site operations or conditions are non-compliant with such safety standards, ARCHITECT may, in its discretion, terminate its performance. In termination event, CITY shall pay for services and termination expenses as provided in Article 18.

## **ARTICLE 13. LITIGATION**

13.1 Litigation. At the request of CITY, the ARCHITECT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which CITY is or becomes a party in connection with the services performed under this Agreement, unless CITY and the ARCHITECT are adverse to one-another in any such litigation.

13.2 Any litigation arising out of this Agreement between CITY and ARCHITECT shall be heard by the State District Courts of Harris County, Texas.

## **ARTICLE 14. NOTICE**

14.1 Notice. All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by electronic mail, facsimile, certified mail or courier to the address of the respective party or to such other address as such party may designate.

## **ARTICLE 15. TERMINATION**

15.1 Termination. The performance of services may be terminated or suspended by CITY, for any reason. Such termination or suspension shall be subject to notice of CITY's election to either suspend or terminate the Agreement fifteen (15) days prior to the effective suspension or termination date. The Notice shall specify the extent to which performance of services is suspended or terminated and the date upon which such action shall become effective. In the event services are terminated or suspended by CITY prior to the completion of services contemplated hereunder, ARCHITECT shall be paid for (i) the services rendered to the date of termination or suspension and, (ii) reasonable services provided to effectuate a professional and timely Project termination or suspension.

**ARTICLE 16. SEVERABILITY**

16.1 Severability. If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full-force and effect, and shall in no way be affected, impaired or invalidated thereby.

**ARTICLE 17. WAIVER**

17.1 Waiver. Any waiver by either party or any provision or condition of this Agreement shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

**ARTICLE 18. GOVERNING LAW**

18.1 Governing Law. This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas.

**ARTICLE 19. CAPTIONS**

19.1 Captions. The captions contained herein are intended solely for the convenience of reference and shall not define, limit or affect, in any way, the provisions, terms and conditions hereof or their interpretation.

**ARTICLE 20. ENTIRE AGREEMENT**

20.1 Entire Agreement. This Agreement, with its Terms and Conditions, listed in the articles above and attachments represent the entire understanding and Agreement between CITY and ARCHITECT, and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.

This Agreement is effective on the last day signed.

**Pierce, Goodwin, Alexander & Linville, Inc.  
(PGAL, Inc.)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**The City of Deer Park**

Name: Mr. Jerry Mouton

Title: Mayor, City of Deer Park

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **ATTACHMENT A:**

## Proposal

March 22, 2021

Mr. Adam Ballesteros, P. E.  
City Engineer  
City of Deer Park  
710 East San Augustine  
Deer Park, TX 77536  
Voice: (281) 478-7244  
Email: [aballesteros@deerparktx.org](mailto:aballesteros@deerparktx.org)

ALEXANDRIA  
ATLANTA  
AUSTIN  
BOCA RATON  
CHICAGO  
DALLAS/FORT WORTH  
DENVER  
HOBOKEN  
HOUSTON  
LAS VEGAS  
LOS ANGELES  
SALT LAKE CITY  
SAN DIEGO

RE: Scope of Services and Fee Proposal  
City of Deer Park EOC expansion and PD Renovation Final Design Phase

Dear Mr. Ballesteros:

The office of PGAL is pleased to present this scope of work and fee proposal for the final design of the EOC expansion and police building renovation in Deer Park, Texas. PGAL has previously completed a pre-design and programming study for the facility and we are now prepared to complete the project providing A/E services for schematic design, design development, construction documentation, bidding and construction administration.

### PROJECT UNDERSTANDING

The City of Deer Park, with the assistance of PGAL, has defined a viable solution to the City's needs, based on the study, completed and presented to council on December 15, 2020. The study identified and illustrated the need for an approximately 8,500 GSF building expansion to include the relocated EOC, dispatch, and associated support spaces as well as renovations to the records and training areas within the existing police department building. The construction cost for the expansion and renovation is estimated to be approximately \$3,300,000.

### SCOPE OF WORK

The previous effort provided a facility program to accurately reflect the needs of the Police department. In the upcoming final design phase of the work PGAL and the A/E team will complete the construction documents for bidding/pricing and provide construction administration services through the completion of the project.

Our consultants for the project will provide civil engineering structural engineering, mechanical electrical and plumbing engineering and landscape design. We have also included basic MEP commissioning based on the requirements of the 2015 IECC as part of the basic services scope of work.



We will provide design for security, telecommunications and audio visual systems. Security system design will include security surveillance cameras, access control devices and associated cabling for the new addition to the building along with records area training room renovations within the existing building. New cameras will be programmed into the new Genetec system. The existing building surveillance camera system and access control system will be reprogrammed to the new Genetec system, and existing cabling and door hardware will be reused within the existing building. We will design and specify the number and locations of telecommunications drops and wireless access points in the new addition and existing building areas to be renovated. Telecommunications equipment racks, grounding, cable management and termination hardware will be specified to meet City of Deer Park – IT standards, including certification of all data lines, and the new telecommunications & radio room will be connected by fiber and copper backbone cabling to the existing. We will coordinate with the Greater Harris County 9-1-1 system administrators to arrange for their equipment to be properly housed in the new telecommunications room based on their standard requirements. Audio/visual systems including equipment, cabling and controls, will be designed and specified for bidding to an audio visual integrator for the new addition and the training room space to be renovated in the existing building. As part of the Audio/Visual scope of work, we will prepare a detailed list of components and equipment needed to describe the overall system and prepare the specification. We will provide this information to the cost estimator for their inclusion in the detailed cost estimate at either the Design Development or 50% CD Phase of the project. If needed more immediately, we can prepare a list of expected costs for the audio/visual system following initial a/v programming meetings.

As requested by the City, the design of a new jail control system with head end located in the new addition IT/Radio/AV room will be included as part of our scope of work. PGAL will coordinate installation and integration of Motorola consoles (radio, controls, viewing, communication, etc.) to function as desired by City of Deer Park Police Department – Dispatch. We will utilize existing cabling, devices, jail doors and hardware, but replace the head end components and programming.

It is anticipated that documentation will be provided for the buildout of all spaces in the EOC, and that the project will be bid out by a Competitive Sealed Proposal delivery method.

## COMPENSATION

As requested, we have provided a lump sum fee:

Design Development (30%)	\$ 109,662
Construction Documents (45%)	\$ 164,493
Bid/Negotiating (5%)	\$ 18,277
Construction Administration (20%)	\$ 73,108
<b>Subtotal (100%)</b>	<b>\$365,540</b>

IECC 2015 Commissioning (Code Required)	\$ 1,500
Geotechnical Investigation & Report	\$ 5,000
Site Survey (area of expansion only)	\$ 7,995
Detailed Cost Estimate Update	\$ 4,490
<b>Subtotal</b>	<b>\$ 18,985</b>

**Total** **\$384,525**

**Reimbursable Expenses:** PGAL would expect to be reimbursed for any out of pocket expenses we incur on behalf of this project, to include, but not limited to, printing, plotting, photography, permits, fees, special handling or delivery, mileage and travel (if necessary). Reimbursable expenses will be billed at our cost and are estimated not-to-exceed **\$5,000** to complete the project through construction.

**Additional Services:** If services other than those described above are requested and approved by the City of Deer Park, they will be billed in addition to the above compensation in accordance with PGAL's personnel rate schedule for 2021. Additional Services include but are not limited to the following:

Any design consultants other than those specifically included  
Design of off-site work  
Design of a traffic signal  
Traffic study  
Energy Code certification  
Acoustical consulting  
Furniture design and specification including dispatch consoles  
Professional renderings, models and computer animations  
Environmental consulting  
Construction materials testing  
Revisions to approved documents  
LEED consulting or certification fees  
Permit fees  
Design of radio/communications system, equipment and tower  
Design of Motorola consoles for dispatch stations

Mr. Adam Ballesteros, P. E.  
City of Deer Park – City Engineer  
March 22, 2021  
Page 4

Upgrade of surveillance system, software cabling, security cameras in existing building

Design of cell phone booster system for existing building

Design of CATV system for existing building

Design of room technology system for existing building

**Terms:** PGAL will invoice monthly based on a percentage of project completion. Payments are due within thirty (30) days of receipt of invoice.

### **PROJECT SCHEDULE**

PGAL is prepared to deliver this project in accordance with the following schedule:

- |                          |                              |
|--------------------------|------------------------------|
| • Design Development     | Apr 15 – Jun 11, 2021        |
| • Construction Documents | Jun 14 – Sept 23, 2021       |
| • Bid/Negotiating        | Sept 28 – Nov 23, 2021       |
| • Construction           | Dec 12, 2021 – Sept 16, 2022 |

Thank you again for the opportunity to serve the City of Deer Park. PGAL looks forward to the commencement and successful completion of this project. Please contact me at 713-622-1444 should you have any questions or comments regarding this proposal.

Sincerely,



Paul D. Bonnette, AIA  
Principal

CC: Accounting, File – PGAL

# **ATTACHMENT B:**

## Schedule of Rates

**PGAL, INC.**  
**HOURLY RATE SCHEDULE**

<b>DISCIPLINE</b>	<b>RATE</b>
DIRECTOR	\$290.00
PRINCIPAL	\$250.00
PROJECT MANAGER VI	\$245.00
PROJECT MANAGER V	\$225.00
PROJECT MANAGER IV	\$215.00
PROJECT MANAGER III	\$205.00
PROJECT MANAGER II	\$190.00
PROJECT MANAGER I	\$185.00
SENIOR ARCHITECT VI/ DESIGNER VI/ INTERIOR DESIGNER VI/ ENGINEER VI	\$245.00
SENIOR ARCHITECT V/ DESIGNER V/ INTERIOR DESIGNER V/ ENGINEER V	\$225.00
SENIOR ARCHITECT IV/ DESIGNER IV/ INTERIOR DESIGNER IV/ ENGINEER IV	\$210.00
SENIOR ARCHITECT III/ DESIGNER III/ INTERIOR DESIGNER III/ ENGINEER III	\$200.00
SENIOR ARCHITECT II/ DESIGNER II/ INTERIOR DESIGNER II/ ENGINEER II	\$175.00
SENIOR ARCHITECT I/ DESIGNER I/ INTERIOR DESIGNER I/ ENGINEER I	\$165.00
ARCHITECT IV/ DESIGNER IV/ INTERIOR DESIGNER IV/ ENGINEER IV	\$150.00
ARCHITECT III/ DESIGNER III/ INTERIOR DESIGNER III/ ENGINEER III	\$135.00
ARCHITECT II/ DESIGNER II/ INTERIOR DESIGNER II/ ENGINEER II	\$110.00
ARCHITECT I/ DESIGNER I/ INTERIOR DESIGNER I/ ENGINEER I	\$90.00
BIM MANAGER IV	\$165.00
BIM MANAGER III	\$150.00
BIM MANAGER II	\$130.00
BIM MANAGER I	\$110.00
ENGINEER IN TRAINING III	\$135.00
ENGINEER IN TRAINING II	\$115.00
ENGINEER IN TRAINING I	\$105.00
CONSTRUCTION ADMINISTRATOR IV	\$240.00
CONSTRUCTION ADMINISTRATOR III	\$225.00
CONSTRUCTION ADMINISTRATOR II	\$200.00
CONSTRUCTION ADMINISTRATOR I	\$190.00
CONSTRUCTION INSPECTOR	\$170.00
PROJECT ADMINISTRATOR IV	\$140.00
PROJECT ADMINISTRATOR III	\$130.00
PROJECT ADMINISTRATOR II	\$110.00
PROJECT ADMINISTRATOR I	\$90.00
ADMINISTRATOR III	\$80.00
ADMINISTRATOR II	\$70.00
ADMINISTRATOR I	\$60.00

RATES INCLUDE ALL MARKUPS FOR OVERHEAD/ BURDEN/ FEES/ ETC./ AND WILL REMAIN IN  
EFFECT UNTIL DECEMBER 2021.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as [architects/landscape architects/registered interior designers] in Texas." Also required is the Board's mailing address and phone number, which are: 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701 and 512-305-9000.

# **ATTACHMENT C:**

## Certificate of Liability Insurance

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Southwest</b> <b>9811 Katy Freeway, Suite 500</b> <b>Houston, TX 77024</b> <b>713 490-4600</b>		<b>CONTACT NAME:</b> Shelly Brandman/Michelle Weweh <b>PHONE (A/C, No, Ext):</b> 713 490-4600 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> shelly.brandman@usi.com															
<b>INSURED</b> <b>Pierce Goodwin Alexander &amp; Linville, Inc</b> <b>PGAL, Inc.; PGAL, LLC</b> <b>3131 Briarpark Drive, Suite 200</b> <b>Houston, TX 77042</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER D : Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER E : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : Continental Insurance Company	35289	INSURER C : Valley Forge Insurance Company	20508	INSURER D : Berkley Insurance Company	32603	INSURER E : Transportation Insurance Company	20494	INSURER F :	
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6043241375	08/12/2020	08/12/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6043241330	08/12/2020	08/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000			6043241361	08/12/2020	08/12/2021	EACH OCCURRENCE \$14,000,000 AGGREGATE \$14,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	643241344	08/12/2020	08/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			AEC903876906	08/12/2020	08/12/2021	\$5,000,000 Per Claim \$5,000,000 Annl Aggr.
E	Workers Comp - CA			643241358	08/12/2020	08/12/2021	See Description

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

California Workers Compensation:

Each Accident Limit: \$1,000,000

Policy Limit: \$1,000,000

Each Employee Limit: \$1,000,000

(See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

Clty of Deer Park  
 710 E. San Augustine  
 Deer Park, TX 77536-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Shelly Brandman*

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## DESCRIPTIONS (Continued from Page 1)

All policies listed (except for Work Comp and Professional Liab) include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only regarding work performed on behalf of the named insured.

Coverage provided on the General Liability is primary and non-contributory if required by written contract executed prior to a loss.

All policies listed provide a Blanket Waiver of Subrogation as required by written contract executed prior to a loss, except as prohibited by law.

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

The Umbrella Liability policy follows form to the underlying General and Automobile Liability, and Workers Compensation policies.

Insured does not own any autos.





## Legislation Details (With Text)

<b>File #:</b>	RES 21-094	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Resolution	<b>Status:</b>		Agenda Ready	
<b>File created:</b>	4/1/2021	<b>In control:</b>		City Council	
<b>On agenda:</b>	4/6/2021	<b>Final action:</b>			
<b>Title:</b>	Consideration of and action on a resolution for support of Legislation for the enhanced structure of the Greater Harris County 9-1-1 System.				
<b>Sponsors:</b>	City Secretary's Office				
<b>Indexes:</b>	Leadership/Governance				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Memo_GHC 9-1-1 Resolution in Support of Greater Harris County 9-1-1 Legislation</a> <a href="#">Draft Resolution in Support of Greater Harris County 9-1-1 Fee Legislation</a>				

Date	Ver.	Action By	Action	Result
4/6/2021	1	City Council		

Consideration of and action on a resolution for support of Legislation for the enhanced structure of the Greater Harris County 9-1-1 System.

### Summary:

Greater Harris County 9-1-1 Emergency Communication Network (GHC 9-1-1) is asking the City of Deer Park for support in effort to continue to enhance the 9-1-1 system. Their plan is to ask the Texas Legislature to allow GHC 9-1-1's Board of Managers to set the 9-1-1 wireless fee in the same manner as the Board currently sets the wireline fee as part of the annual budget. See the attached memo and Resolution.

### Fiscal/Budgetary Impact:

### Approval of Resolution



# Greater Harris County 9-1-1 Emergency Network

January 8, 2021

**Subject: Requesting Support of Legislation for the Enhanced Structure of the GHC 9-1-1 System**

Dear Mayor,

On behalf of the Board of Managers of the Greater Harris County 9-1-1 Emergency Communication Network (GHC 9-1-1), we respectfully ask for your support of our effort to continue to enhance our 9-1-1 system. Attached is a draft resolution for your city to consider adopting. If you choose to adopt the resolution we encourage you to send it to the members that represent your city in the Texas Legislature and a copy to us. We plan to ask the Texas Legislature to allow GHC 9-1-1's Board of Managers to set the 9-1-1 wireless fee in the same manner as the Board currently sets the wireline fee—as part of the annual budget.

When established in 1983, the mission of GHC 9-1-1 was to implement and administer 9-1-1 emergency service—emergency call delivery—for all cities wholly or partially within Harris County and for the unincorporated area of the county. With the enactment of SB 621 by the 79<sup>th</sup> Legislature, GHC 9-1-1's territory was expanded to include all of Fort Bend County. Today, GHC 9-1-1 administers service for 49 cities, two counties, and over 150 police, fire, and emergency medical agencies. There are 39 fully equipped 9-1-1 answering points within GHC 9-1-1's service area.

The 9-1-1 system in Texas is funded by emergency service fees assessed on wireline and wireless services. The wireline fee is set locally by the boards of the local 9-1-1 jurisdictions and by the Commission on State Emergency Communications for those areas in the state's system. The wireless fee of \$0.50 was set by the Legislature in 1997 and is one of the nation's lowest fees. Over the past 23 years, it is essential to note that wireline calls have plummeted, and wireless calls account for approximately 90% of the total annual 9-1-1 call volume in Texas.

As telecommunications technology continues to change rapidly, the 9-1-1 communications community constantly is faced with the challenge of keeping up with current advancements to enable users to access 9-1-1 with a fee adopted more than two decades ago. Just as our Board responsibly sets the rate for the fee charged on wireline phones, we believe it is time we should be allowed to do the same for wireless.

As Chairman of the Board of Managers and Executive Director, we stand committed to continue providing the most advanced, state-of-the-art 9-1-1 emergency call network to your constituents in Harris County and we urge you to support our legislative effort. We are available to discuss this issue or any other as it relates to 9-1-1 emergency communication.

Sincerely,

Russell Rau  
Chairman

Laverne Schwender  
Executive Director

## ***Resolution in Support of Greater Harris County 9-1-1 Legislation***

**Whereas**, for over 37 years, since its establishment in November 1983, Greater Harris County 9-1-1 Emergency Network's (GHC 9-1-1) has provided a highly reliable, accurate, technologically advanced and effective 9-1-1 system to the jurisdictions it serves within the counties of Harris and Fort Bend; and,

**Whereas**, today, GHC 9-1-1 administers service for 49 cities, two counties, and over 150 police, fire, and emergency medical agencies with 39 fully equipped 9-1-1 answering points within GHC 9-1-1's service area; and,

**Whereas**, GHC 9-1-1 has maintained, without incurring debt, a high level of service to an expanded service area and population at the same fee level set over 23 years ago and this fee level is no longer sustainable in such a rapidly growing area; and,

**Whereas**, on behalf of the citizens served, GHC 9-1-1 strives to implement the latest life-saving emergency communications technology commonly known as Next Gen 9-1-1. Next Gen 9-1-1 promises to bring further enhanced capabilities for quick and accurate determination of a caller's location, more reliability and redundancy across the GHC 9-1-1 territory, and the ability to receive critical emergency event data in multi-media formats, such as text and video to 9-1-1; and

**Whereas**, GHC 9-1-1 Board of Managers recognizes that the decades old funding mechanism set by the Texas Legislature in 1997 for wireless devices will not fully cover the cost of implementing Next Gen 9-1-1 to meet a high consumer expectation of 9-1-1 capabilities on wireless devices; and

**Whereas**, it is a major challenge to maintain the current system and keep up with current advancements with a fee level adopted more than two decades ago; and

**Whereas**, GHC 9-1-1 will seek legislation during the upcoming 87th Session of the Texas Legislature to provide for technology improvements of its system by allowing its Board of Managers to set the 9-1-1 wireless fee in the same manner as the Board currently sets the wireline fee—as part of the annual budget; and

**Whereas**, GHC 9-1-1 requests the support of its legislative effort allowing for flexibility, local control, and ability to maintain the lowest 9-1-1 fee possible;

**Now, therefore, be it resolved** by the City of \_\_\_\_\_ that this Resolution be adopted in support of the Greater Harris County 9-1-1 Emergency Network's legislative effort to continue the technological enhancements and operational advancements of the 9-1-1 system to better serve the 9-1-1 emergency needs in Harris and Fort Bend counties, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**Mayor Name**

\_\_\_\_\_  
**Council Member Name**

\_\_\_\_\_  
**Council Member Name**

\_\_\_\_\_  
**Council Member Name**

\_\_\_\_\_  
**Council Member Name**

\_\_\_\_\_  
**Council Member Name**

\_\_\_\_\_  
**Council Member Name**

ATTEST:

\_\_\_\_\_  
City Secretary