



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

On Tuesday, May 18, 2021 Governor Greg Abbott issued Executive Order GA-36 prohibiting government entities from mandating masks or face coverings. Please be advised that effective immediately, the use of masks or face coverings within City of Deer Park facilities is no longer required on the part of visitors.

In order to help prevent the spread of the virus that causes COVID-19, the City of Deer Park continues to encourage 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.*

This Executive Order does not prevent visitors from voluntarily continuing to wear face coverings/masks.

Ordinance #4266

Resolution #2021-06

CALL TO ORDER

The 1788th 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

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

1. Presentation of the Deer Park Girls Softball 6U team.

[PRE 21-031](#)

Recommended Action: Applause

PUBLIC HEARINGS

2. Public Hearing on the City's Juvenile Curfew Ordinance.

[PH 21-030](#)

Recommended Action: Conduct public hearing #2 to hear comments for or against the ordinance.

Attachments: [C_H_Curfew_2021](#)

3. Public Hearing for the City to adopt Standards of Care for the All Star Activity Program.

[PH 21-034](#)

Recommended Action: Conduct the public hearing to adopt the Standards of Care for the All Star Activity Program.

Attachments: [Standard of Care.090721](#)

AWARDING/REJECTING BIDS

4. Awarding Request for Proposal for Plated Style Meals Services to Azalea Creek, LLC. for the Parks and Recreation Department's Art Park Players Theater Performances.

[RFP 21-004](#)

Recommended Action: Recommendation is to award Request for Proposal for Plated Style Meals Services to Azalea Creek, LLC. for the Parks and Recreation Department's Art Park Players Theater Performances

Attachments: [Submitted proposals](#)
[Azalea Creek Proposal](#)

5. Awarding bid for the 2021 Lane Striping Project.

[BID 21-021](#)

Recommended Action: It is the Engineering Departments recommendation that the City of Deer Park award the bid to One Way Striping & Signs, LLC. This was the lowest qualified bidder for this project.

Department: Public Works

Attachments: [02_bid_tab](#)

CONSENT CALENDAR

6. Approval of minutes of workshop meeting on August 17, 2021.

[MIN 21-092](#)

Recommended Action: Approval

Attachments: [CC MW 081721](#)

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.

7. Approval of minutes of regular meeting on August 17, 2021. [MIN 21-091](#)

Recommended Action: Approval

Attachments: [CC MR 081721](#)

8. Acceptance of completion of the 2020 Concrete Maintenance Project. [ACT 21-019](#)

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

Department: Public Works

NEW BUSINESS

9. Consideration of and action on casting a ballot for Region 14 Representative to the TML-Health Benefits Pool Board of Trustees. [ELE 21-008](#)

Recommended Action: Approval is recommended.

Department: City Manager Stokes

Attachments: [TMLHBP Board Election \(2021\)](#)

10. Consideration of and action on a Professional Services Agreement with SOAP Engineering, LLC for services related to the SCADA system. [AGR 21-035](#)

Recommended Action: Staff recommends accepting the agreement.

Department: Public Works

Attachments: [Proposed Agreement with Soap Engineering for SCADA Improvements](#)

11. Consideration of and action on a contract between the City of Deer Park and R&C Bradley, LLC for EMS Medical Director Services. [AGR 21-036](#)

Recommended Action: Staff recommends approval.

Attachments: [Medical Director Contract 2021-2022](#)

12. Consideration of and action on approving a revised Exhibit A to the professional service agreement with Brinkley Sargent Wiginton Architects for architectural services in connection with the design of the new Community/Recreation Center and Pool House Project. [AGR 21-037](#)

Recommended Action: Approve the proposed revised Exhibit A to the professional services agreement with Brinkley Sargent Wiginton Architects for architectural services in connection with the design of the new Community/Recreation Center and Pool House project.

Attachments: [Revised Exhibit A from 2021.08.12 B101-2017 Final.rev082621](#)

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.

13. Consideration of and action on authorization to purchase from Vaught Services, LLC (A Vortex Companies) through the TIPS Cooperative Purchasing Program to perform the Sanitary Rehabilitation of Oklahoma Ave., New Orleans St., Tulsa St., and Atlanta St. in the Deer Meadows Subdivision Section 2. [PUR 21-017](#)

Recommended Action: Staff recommends approval.

Department: Public Works

14. Consideration of and action on a resolution to adopt a paid quarantine leave policy for paid peace officers, jailers/detention officers, emergency medical technicians, and fire fighters pursuant to HB 2073. [RES 21-246](#)

Recommended Action: Approve the resolution.

Attachments: [HB02073F \(4\)](#)

[Quarantine Paid Leave Reimbursement Request Form 8 26 2021 \(003\)](#)

15. Consideration of and action on an Ordinance Amending Chapter 94, Section 94-1 of City Code pertaining to Obstructions and Encroachments and Amended Traffic Regulations [ORD 21-076](#)

Recommended Action: Approval is recommended.

Department: City Attorney Fox, City Manager's Office and Office of the Mayor

Attachments: [Section 94-1 Obstructions and Encroachment-08-2021](#)

16. Consideration of and action on results of public hearing and a proposed ordinance adopting the City's Juvenile Curfew. [ORD 21-075](#)

Recommended Action: Both Public Hearings have been held. Approval.

Attachments: [Juvenile Curfew-2021-08-2021](#)

17. Consideration of and action on an ordinance adopting the Standards of Care for the All Star Activity Program for 2021-2022 DPIISD school year. [ORD 21-074](#)

Recommended Action: Approve ordinance adopting Standards of Care for the All Star Activity Program for 2021-2022 DPIISD school year.

Attachments: [Standards of After School Care-2021-08-2021 Ord.](#)

[Deer Park All Star Activity Program standards of care - Finalapproved101519](#)

ADJOURN

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

/s/Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board
September 7, 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.

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



Legislation Details (With Text)

File #: PRE 21-031 **Version:** 1 **Name:**
Type: Presentation **Status:** Agenda Ready
File created: 7/27/2021 **In control:** City Council
On agenda: 9/7/2021 **Final action:**
Title: Presentation of the Deer Park Girls Softball 6U team.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
9/7/2021	1	City Council		

Presentation of the Deer Park Girls Softball 6U team.

Summary:

This item is to recognize the 6u Deer Park Boom's season accomplishments. This team is a part of the Deer Park Girls Softball Organization.

Team:

6u Deer Park Boom

Head Coach - Colby McArthur

Faith McArthur

Tatum Marlow

Aubrey Webber

Kinsley Norris

Adi Newell

Lexi Gilvin

Audrey Carr

Ava Grace Martinez

Emerson Antu

Callie McGwire

Presley Wright

Addy Esquivel

Skylar Ottele

2021 USA Softball of Houston Pixie Tournament

****Undeclared Champs****

- Played in Pearland, Texas
- *Against All Star Teams in the Houston Metropolitan Area
- *Scored a total of 36 runs throughout all of bracket play.
- *Grand Slam hit by Addi Newell

2021 USA Softball of Texas State Tournament Runner Up

*****Second Place/Runner Ups*****

- Played in Angleton, Texas
- Total of 23 teams from all over the state of Texas
- After taking their first loss of the summer, the team played 6 hours straight to fight their way back to play in the championship game.
- Scored a total of 110 runs throughout all of bracket play.

In addition, they won the following tournaments:

1. Mother's Day Bash - Tournament Champions

- Team went undefeated through the entire tournament.
- Team only allowed 15 runs to be scored throughout the entire three day tournament.

2. Humble Summer Slam - Tournament Champions

- Team went undefeated through the entire tournament.
- Championship game went into ITB (tie-breaker)

3. South Houston Summer Slam - Tournament Champions

- Team went undefeated through the entire tournament.

None

Applause



Legislation Details (With Text)

File #: PH 21-030 **Version:** 1 **Name:**
Type: Public Hearing(s) **Status:** Agenda Ready
File created: 8/4/2021 **In control:** City Council
On agenda: 9/7/2021 **Final action:**
Title: Public Hearing on the City's Juvenile Curfew Ordinance.
Sponsors:
Indexes:
Code sections:
Attachments: [C H Curfew 2021](#)

Date	Ver.	Action By	Action	Result
9/7/2021	1	City Council		

Public Hearing on the City's Juvenile Curfew Ordinance.

Summary:

Per Section 370.002(a) of the Texas Local Government Code, home rule municipalities with a juvenile curfew ordinance must review their ordinance at least once every three (3) years. The City Council must conduct two hold a public hearings prior to adoption of a curfew ordinance. The Police Department recommends Council to renew the adoption of this ordinance for an additional three (3) year period. The public hearings will be conducted at the August 17th and September 7th Council meetings.

Fiscal/Budgetary Impact:

Conduct public hearing #2 to hear comments for or against the ordinance.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Deer Park, Texas, will hold two Public Hearings at City Hall, 710 East San Augustine Street, at 7:30 p.m. on August 17, 2021 and September 7, 2021 at which time and place they will hear all persons desiring to be heard on or in connection with any matter or question relating to the reconsideration of the City's Juvenile Curfew Ordinance, Ordinance Number 2322.

Shannon Bennett, TRMC
City Secretary

Dated this 21st day of July 2021.



Legislation Details (With Text)

File #: PH 21-034 **Version:** 1 **Name:**
Type: Public Hearing(s) **Status:** Agenda Ready
File created: 8/25/2021 **In control:** City Council
On agenda: 9/7/2021 **Final action:**
Title: Public Hearing for the City to adopt Standards of Care for the All Star Activity Program.
Sponsors:
Indexes:
Code sections:
Attachments: [Standard of Care.090721](#)

Date	Ver.	Action By	Action	Result
9/7/2021	1	City Council		

Public Hearing for the City to adopt Standards of Care for the All Star Activity Program.

Summary:

The City Council of the City of Deer Park has called a Public Hearing, to be held at 7:30 p.m. on the 7th day of September 2021, in the City Council Chambers of City Hall, 710 East San Augustine Street, at which time and place they will hear all persons desiring to be heard on or in connection with any matter or question of the City adopting Standards of Care for the All Star Activity Program .

The standards of care is integrated into the Deer Park Parks and Recreation Department All Star Activity Program guidelines. The governing body of the municipality, our City Council, must approve through a formal action annually the standards of care. This meets the Texas Department of Family and Protective Services Child Care Minimum Standards.

Fiscal/Budgetary Impact:

Conduct the public hearing to adopt the Standards of Care for the All Star Activity Program.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Deer Park, Texas, will hold a Public Hearing at City Hall, 710 East San Augustine Street, at 7:30 p.m. on September 7, 2021 at which time and place they will hear all persons desiring to be heard on or in connection with any matter or question relating to the City adopting Standards of Care for the All Star Activity Program.

Shannon Bennett, TRMC
City Secretary

Dated this 18th day of August 2021



Legislation Details (With Text)

File #: RFP 21-004 **Version:** 1 **Name:**

Type: Request for Proposal **Status:** Agenda Ready

File created: 8/18/2021 **In control:** City Council

On agenda: 9/7/2021 **Final action:**

Title: Awarding Request for Proposal for Plated Style Meals Services to Azalea Creek, LLC. for the Parks and Recreation Department's Art Park Players Theater Performances.

Sponsors:

Indexes:

Code sections:

Attachments: [Submitted proposals](#)
[Azalea Creek Proposal](#)

Date	Ver.	Action By	Action	Result
9/7/2021	1	City Council		

Awarding Request for Proposal for Plated Style Meals Services to Azalea Creek, LLC. for the Parks and Recreation Department's Art Park Players Theater Performances.

Summary:

Currently, the Theatre Division of the Parks and Recreation Department contracts with Azalea Creek, LLC to provide catered dinner meals for nights when the Theatre Division hosts dinner shows.

The current contract was set to expire at the end of the 2020-2021 Theatre season. On June 1, the Council authorized the solicitation of requests for competitive sealed proposals to provide catered dinner meals for nights when the Theatre Division hosts dinner shows. Proposals were due to the City Secretary's office on August 18, 2021 at 2:00 pm. Two (2) proposals were accepted on that day and time. A selection committee evaluated the proposals and scored each proposal individually. The selection committee has made recommended of awarding a new contract to Azalea Creek, LLC.

Fiscal/Budgetary Impact:

Funds are allocated for the meals each fiscal year in Fund 010-438-430

Recommendation is to award Request for Proposal for Plated Style Meals Services to Azalea Creek, LLC. for the Parks and Recreation Department's Art Park Players Theater Performances

DATE - 2 p.m. @ WEDNESDAY, AUGUST 18, 2021

[illegible]



**Proposal for
The City of Deer Park, Texas
Theater Dinner Show Meals Program.
Parks and Recreation Department Theater.**

COPY

Kitchen & Office

5912 Spencer Hwy. Suite G-100
Pasadena, Texas 77505

Home Office

2318 Juanita Lane
Deer Park, Texas 77536

Home Office

10324 Apple Tree Circle South
La Porte, Texas 77571

SUMMARY RESPONSE PAGE

COMPLETE LEGAL NAME of firm submitting proposal:

Azalea Creek, LLC

Mailing Address: 2318 Juanita Lane

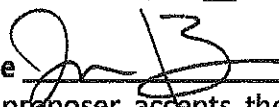
City, State, & Zip: Deer Park, Texas, 77536

Phone: 713.965.4153 **E-mail Contact:** AzaleaCreek@gmail.com

Estimated Annual Contract Amount:

Total cost submitted per meal = \$ 18.50
Minimum number of meals (X) 100 - 122
Minimum estimated total per show = \$ 1,850.00
Minimum number of show (X) 32
Minimal estimated annual total = \$ 59,200.00

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

Authorized Signature  **Date** 8.16.21
Signature indicates proposer accepts the specifications, terms and conditions of this solicitation and that proposer is neither delinquent on any payment due the City nor involved in any lawsuit against the City.

Print Name Jason Broughton **Title** Managing Partner

Are you proposing as a

____ Corporation _____ Non-Profit Corporation
☒ Limited Liability Company _____ Partnership
____ Individual or Sole Proprietor

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

REFERENCES:

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



August 16, 2021

Authorized Contact Person

Jason Broughton, Managing Partner

Email: azaleacreek@gmail.com

Office: 713.965.4153

Cell: 281.382.5609

To whom it may concern,

Please accept this proposal for The City of Deer Park Texas Theater Dinner Show Meals Program for the Parks and Recreation Department Theater.

Azalea Creek is a family-owned event & catering business serving Southeast Houston and surrounding areas. We are engrained in the community not only providing services for local municipalities, Chamber of Commerce's, and supporting numerous non-profits, we also have a long-standing relationship with the community through public events. We pride ourselves on only offering the finest of ingredients in all of our scratch-made meal choices making your dining experience truly enjoyable. The Co-Founders, Managing Partners, and Mother & Son duo Janet Broughton and Jason Broughton have almost 30 years of combined experience in the foodservice industry. We are confident that our quality and service expertise will exceed your expectations. As a whole, we specialize in creating turnkey events of all sizes, creative problem solving and a unique user centric approach ensures memorable events guests will talk about for years to come.

The Deer Park Theater is our family, since performing on the stage as a kid, and now volunteers behind the scenes of the theater by assisting in set design and construction, props, hospitality, and even working concessions for the youth performances. Our goal is to continue to support and grow this truly one of a kind theater experience for the Patrons, Residents, and Welcomed Guest to our city.

Your time and consideration on behalf of Azalea Creek, LLC is acknowledged and greatly appreciated.

Respectfully,

Janet Broughton

Co-Founder & Managing Partner

Jason Broughton

Co-Founder & Managing Partner

Kitchen & Office

5912 Spencer Hwy. Suite G-100
Pasadena, Texas 77505

Home Office

2318 Juanita Lane
Deer Park, Texas 77536

Home Office

10324 Apple Tree Circle South
La Porte, Texas 77571



We Are pleased to offer Dinner Meals for the Parks and Recreation Department Theater the following meal selections. Our meals include one entrée, one starch, one vegetable, a salad with two dressings, one dessert, and one bread serving. All meals include: iced tea with lemon, water, and coffee with assorted creamers and sweeteners.

All of our selections are priced at \$18.50 per person.

Sample Menus:

Juicy Baked Turkey & Cornbread Dressing
Served with a Mixed Green Salad, Seasoned Green Beans,
and Assorted Rolls with Butter.
With Spice Cake for Dessert.

Tender Sliced Brisket & Smoked Sausage
Served with Coleslaw, Potato Salad & Baked Beans
with Pickles, Onions, Sliced Jalapenos, and Bread,
Sauce on the Side
With Chocolate cake for Dessert.

Savory Baked Ham with Fruit Sauce
Served with Strawberry Spinach Salad, Buttered New Potatoes,
Black Eyed Peas, and Assorted Rolls with Butter.
With Carrot Cake for Dessert.

Creamy Chicken Tetrzzini
Served with a Caesar Salad,
Glazed Carrots, Green Peas, and Garlic Bread.
With Banana Pudding for Dessert.

Flavorful Enchilada Casserole
Served with Frito Salad, Mexican Rice,
Pinto Beans, and Mexican Cornbread Muffins.
With Piña Colada Cake for Dessert.

Smothered Sirloin Steak
Served with a Mixed Green Salad, Baked Potato Casserole,
Broccoli, Cauliflower & Carrots, and Assorted Rolls and Butter.
With Strawberry Shortcake for Dessert.



Sample Menus Continued:

Smothered Chicken Breasts

Served with a Mixed Green Salad, Wild & White Rice,
Baked Corn Pudding, and Assorted Rolls and Butter.
With Peach Cobbler for Dessert.

Marinated Grilled Chicken Breast

Served with Fruit Salad, Rice Dressing with Sausage,
Okra & Tomatoes, and Assorted Rolls with Butter.
With Lemon Cake for Dessert.

Bacon-wrapped Chopped Sirloin Steak

Served with Mixed Green Salad, Mashed Potatoes,
Cabbage with Bacon, and Assorted Rolls with Butter.
With Red Velvet Cake for Dessert.

**We also offer the following selections for a
customized menu of your choice.**

Entrees:

Bacon-wrapped Chopped Sirloin Steak
Baked Ham with Fruit Sauce
Chicken Marsala
Lemon Chicken
Meatloaf with Tomato Gravy
Smothered Chicken
Southern Baked Pork Loin with Gravy

Baked Chicken with Mushroom Ragout
Baked Turkey with Gravy
Greek Chicken with Tzatziki Sauce
Marinated Grilled Chicken Breast
Rosemary Balsamic Crusted Pork Loin
Smothered Steak
Walnut Crusted Pork Loin

Casseroles:

Baked Ziti with Italian Sausage
Enchilada Casserole
King Ranch Chicken

Chicken Tetrazzini
Grilled Chicken Alfredo
Sirloin Beef Tips over Noodles

Starches:

Baked Potato Casserole
Cornbread Dressing
Mashed Potatoes
Potato Salad
Scalloped Potatoes
Tomato and Parmesan Orzo

Buttered New Potatoes
Macaroni and Cheese
Mexican Rice
Roasted Red Potatoes
Sweet Potato Casserole
Wild & White Rice



Customized Options Continued:

Vegetables:

Baked Corn Pudding
Black-eyed Peas
Broccoli, Cauliflower, and Carrots
Mexican Corn
Glazed Baby Carrots
Green Beans with Tomatoes and Onion
Okra and Tomatoes
Roasted Vegetable Medley
Steamed Green Beans

Baked Squash Casserole
Broccoli and Rice Casserole
Cabbage with Bacon
Cranberry Sauce
Green Bean Casserole
Green Peas and Carrots
Pinto Beans
Seasoned Green Beans
Squash Medley with Peppers and Onions

Salads:

Caesar
Greek
Mixed Greens

Coleslaw
Harvest
Pasta
Strawberry Spinach

Frito
Seasonal Fruit
Potato

Desserts:

Apple Cheese Crisp
Black Forest Parfait
Carrot Cake
Chocolate Chip Mousse
Piña Colada Cake
Red Velvet Cake

Apple Cobbler
Blonde Brownies
Cheesecake
Lemon Cake
Pumpkin Pie Crunch
Spice Cake
White Chocolate Mousse

Banana Pudding
Bread Pudding
Chocolate Cake
Peach Cobbler
Punch Bowl Cake
Strawberry Shortcake

Breads:

Assorted Rolls
Sliced Bread

Bread Sticks
Texas Toast

Garlic Bread
Cornbread Muffins



References

Jennifer Torres*

*DPISD Education
Foundation Coordinator
832.242.4498
6 Years of Service*

Tim Culp

*Former President,
Deer Park Chamber of Commerce
713.444.6685
6 Years of Service*

George Anne Bedford*

*Aqua Solutions Inc.
832.479.2569
6 Years of Service*

Dr. Stephen Foster

*President,
Texas Chiropractic College
281.998.6076
2 Years of Service*

Christina Womack

*President,
Pasadena Chamber of Commerce
281.487.7871
5 Years of Service*

Debbie Mosley

*The Bridge Over
Troubled Water
713.504.3049
4 Years of Service*

* Theater Patrons



Previous Clients

Aqua Solutions	Maxwell Senior Center
BakerRipley	Memorial Assistance Ministries
Beyond Beaute	Memorial Baptist Church
Chevron	Nasa Space Center, Family Center
City of Deer Park	North Channel Area Chamber
City of Pasadena	Odfjell
Congressman Brian Babin	OXY
Deer Park Chamber	Pasadena Chamber
Deer Park ISD	Pasadena ISD
Deer Park Police Department	PeroxyChem
Deer Park Theater	Phelps Insurance
Deer Park Volunteer Fire Department	Salvation Army
Dow Chemical	San Jac College
DPEFCU	Shell Oil
First Baptist Christian Academy	Southbelt-Ellington Chamber
First Baptist Church of Deer Park	Spring of Life Church
Golden Acres Baptist Church	St. Hyacinth Church
HEB-Deer Park	Sunshiners
Houston Design Center	Swen L.P.
Houston Police Credit Union	Texas Bay Credit Union
Intermarine	Texas Chiropractic College
Kiwanis, Texas Bay Area	The Bridge Over Troubled Waters
La Porte Chamber	The Wheelhouse
La Porte ISD	Thorntree Stone
Landry's Inc	Thrivent Financial
Life Community Church	Trade Star Inc.

Numerous Private Parties & Weddings

Azalea Creek, LLC

Azalea Creek
Catering

Suppliers

Ace mart
Ben E Keith
Chefs Produce
Ditta Meat Company
Gourmet Ranch
Jake's Finer Foods
Restaurant Depot
Sam's Club
Sysco
Webstaurant

Section V: Proposal Pricing

Inclusive Pricing

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

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

I herein agree to propose by the terms of the Proposal Specifications and herein submit the attached proposal.

SIGNED on this the 16th day of August, 2021.

Total Cost Submitted Per Meal: \$18.50.

Mandatory Pre-Proposal Meeting

There will be a required Pre-Proposal meeting on **Wednesday, August 4, 2021 at 2:00 p.m.** Central Standard Time at the Theater/Courts Building at 1302 Center Street, Deer Park, Texas 77536.

MANDATORY PRE-PROPOSAL MEETING WILL BE HELD AT THE CITY OF DEER PARK THEATRE/COURTS BUILDING AND IS REQUIRED TO PARTICIPATE IN THIS PROPOSAL!

Did proposer attend? Yes X, NO .

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

2318 Juanita Lane

Business Mailing Address

Deer Park, Texas, 77536

City, State, and Zip Code

713.965.4153

Telephone



Authorized Representative's Signature Name

Jason Broughton

Authorized Representative's Printed Name

8.16.21

Date

CHECKLIST FOR PROPOSALS
Attachment C

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

- ☒ **PROPOSAL PRICING PAGE:** All lines completed
- ☒ **PROPOSAL RESPONSE:** Completed Summary Response Page
- ☒ **DUE DATE** (Proposal must be received & stamped in City Secretary's Office no later than 2:00 PM on August 18, 2021)

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

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

- ☒ **Three (3) ADDITIONAL HARD COPY AND ONE (1) PDF DIGITAL COPY OF PROPOSAL**
- ☒ **REFERENCES** (as listed on Page 15)
- ☒ **INSURANCE AFFIDAVIT** (Attachment F)
- ☒ **INDEMNIFICATION BY CONTRACTOR** (Attachment G)
- ☒ **CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION** (Attachment H)
- ☒ **STANDARD CONTRACT AND ACKNOWLEDGMENT** (Attachment J or K)

AFFIDAVIT FOR INSURANCE REQUIREMENTS
Attachment D

To Be Completed By Insurance Agent/Broker and Proposer

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

Agent's Name: Justin League

Agency Name: Sparks Insurance

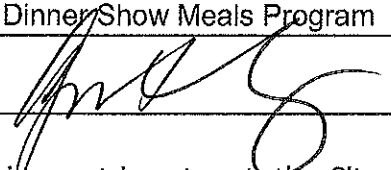
Address: 25103 FM 2100

City/State/ZIP: Huffman, Texas 77336

Telephone No: () 832.493.1075 E-mail Address: jleague@twfg.com

Proposer's Name/Company: Azalea Creek, LLC

Name of Request for Proposal: Theater Dinner Show Meals Program

Insurance Agent/Broker Signature:  Date: 8/16/21

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

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

Signature:  Date: 8.16.21

INDEMNIFICATION BY CONTRACTOR
Attachment E

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

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

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

CONTRACTOR (Company Name) Azalea Creek, LLC

SIGNATURE 

PRINTED NAME Jason Broughton

PRINTED TITLE Managing Partner

CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION
Attachment F

I, Justin League, an authorized
(Name)
representative of Sparks Insurance, do certify that the
(Insurance Agency)

Workers' compensation policy, of the insured Azalea Creek, LLC,
(Contractor)

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

By: [Signature] Address: 25103 FM 2100
Huffman, TX 77336

Title: Agent Date: 8.16.21

On this 16th day of August, 2021, personally appeared Justin League,
an authorized representative of Sparks Insurance
(Insurance Agency)

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

My commission expires: SEPT. 12, 2021



Tania Arzola
Notary Public In and For the State of Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Azalea Creek, LLC
La Porte, TX United States

Certificate Number:
2021-790581

Date Filed:
08/14/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Deer Park

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Theater Dinner Show Meals
Catering

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Broughton, Janet	Deer Park, TX United States	X	
	Broughton, Jason	LA PORTE, TX United States	X	

5 Check only if there is NO Interested Party. ☐

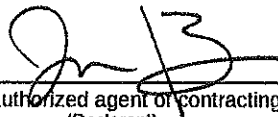
6 UNSWORN DECLARATION

My name is Jason Broughton, and my date of birth is 5.27.1987.

My address is 10324 Apple Tree Circle South, La Porte, TX, 77571, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 16th day of August, 2021.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

STANDARD CONTRACT AND ACKNOWLEDGMENT
Attachment H

STATE OF TEXAS

COUNTY OF HARRIS § KNOW ALL PERSONS BY THESE PRESENTS:

CITY OF DEER PARK

I.

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

II.

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

III.

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

IV.

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

V.

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

VI.

If Proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Proposer by the Purchasing Agent of the City. In the event that Proposer continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, City may terminate or cancel this contract or at its option may purchase similar services on the open market and recover from Proposer any difference in price thereof.

Theatre Dinner Show Meals

SIGNED this the 16th day of August, A.D. 2021.

Signature

Name Jason Broughton

Title Managing Partner

Company Name Azalea Creek, LLC

STANDARD CONTRACT FOR SERVICES

Attachment J

STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this 4th day of October A.D. 2021, by and between **The City of Deer Park**, of the County of Harris and the State of Texas, acting through It's Mayor, **Jerry Mouton**, thereunto duly authorized so to do, Party of the First Part, hereinafter termed **OWNER**, and Azalea Creek, LLC of Deer Park, County of Harris, Texas

Name of Contractor Contractor's City Name of County and State of Texas,
Party of the Second Part, hereinafter termed **CONTRACTOR**.

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

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

The CONTRACTOR hereby agrees to commence work within thirty (30) days after the date written notice to do so shall have been given to him, and to substantially complete the same within 10 working days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

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

Theatre Dinner Show Meals

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

The City of Deer Park

Azalea Creek, LLC

Party of the First Part

Party of the Second Part

(OWNER)

(CONTRACTOR)

By: _____

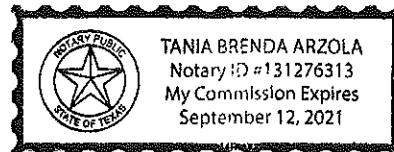
By: _____

Mayor Jerry Mouton

Title: Jason Broughton, Managing Partner

Attest By: _____

Attest By: Tania Arzola



(SEAL)

(SEAL)

PARTNERSHIP ACKNOWLEDGMENT

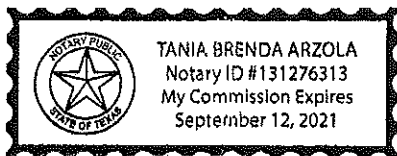
Attachment K

THE STATE OF Texas
COUNTY OF Harris

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

Jason Broughton
(Print Name)
Managing Partner
(Print Title)

of Azalea Creek, LLC a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of August, A.D., 2021.



Tania Arzola
Notary Public In and For
HARRIS County, TEXAS
My Commission expires:
SEPT. 12, 2021

SINGLE ACKNOWLEDGMENT

THE STATE OF _____
COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 2____

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



Legislation Details (With Text)

File #: BID 21-021 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 8/27/2021 **In control:** City Council
On agenda: 9/7/2021 **Final action:**
Title: Awarding bid for the 2021 Lane Striping Project.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [02 bid tab](#)

Date	Ver.	Action By	Action	Result
9/7/2021	1	City Council		

Awarding bid for the 2021 Lane Striping Project.

Summary:

We received two (2) bids at the bid opening for the 2021 Lane Striping Project. The bids were received on Thursday, August 26, 2021 and were associated with August 3, 2021 Council Agenda meeting and Authorization to Advertise - File #: AUT 21-030. One Way Striping & Signs, LLC submitted the low bid of \$66,841.74.

Various streets, crosswalks, road bumps and intersections around town have been identified for this striping project.

\$150,000.00 was budgeted in the Capital Improvements Fund 90 to cover the cost of this project. The bids received are as follows:

ONE WAY STRIPING & SIGNS LCC	SEMPER STRIPING, LLC
\$66,841.74	\$70,005.81

Fiscal/Budgetary Impact:

This project is funded out of the Capital Improvements Fund 90.

It is the Engineering Departments recommendation that the City of Deer Park award the bid to One Way Striping & Signs, LLC. This was the lowest qualified bidder for this project.

2021 Street Marking & Re-striping Project

ID: 3948-21

Item	Description	Unit	Quantity	ONE WAY STRIF Total		Semper Striping, Total	
Base Bid							
Base Bid Items							
1.	Reflective	LF	18,082	\$0.28	\$5,062.96	\$0.24	\$4,339.68
2.	Reflective	LF	50,523	\$0.28	\$14,146.44	\$0.27	\$13,641.21
3.	Reflective	LF	48,164	\$0.56	\$26,971.84	\$0.38	\$18,302.32
4.	Reflective	EA	27	\$48.00	\$1,296.00	\$150.00	\$4,050.00
5.	Reflective	LF	1,256	\$3.00	\$3,768.00	\$5.00	\$6,280.00
6.	Reflective	LF	4,690	\$1.50	\$7,035.00	\$2.50	\$11,725.00
7.	Reflective	LF	50	\$2.00	\$100.00	\$0.84	\$42.00
8.	Reflective	EA	40	\$48.00	\$1,920.00	\$140.00	\$5,600.00
9.	Reflective	EA	4	\$60.00	\$240.00	\$150.00	\$600.00
10.	Reflective	EA	4	\$60.00	\$240.00	\$65.00	\$260.00
11.	Reflective	LF	7,705	\$0.30	\$2,311.50	\$0.32	\$2,465.60
12.	Weed eating	LF	15,000	\$0.25	\$3,750.00	\$0.18	\$2,700.00
Sub Totals					\$66,841.74		\$70,005.81
Grand Total					\$66,841.74		\$70,005.81



Legislation Details (With Text)

File #: MIN 21-092 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 8/31/2021 **In control:** City Council
On agenda: 9/7/2021 **Final action:**
Title: Approval of minutes of workshop meeting on August 17, 2021.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_081721](#)

Date	Ver.	Action By	Action	Result
9/7/2021	1	City Council		

Approval of minutes of workshop meeting on August 17, 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 AUGUST 17, 2021 BEGINNING AT 6:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

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 6:30 p.m.
2. COMMENTS FROM AUDIENCE – No comments received.
3. PRESENTATION OF THE TEXAS MEMORIAL ILLUMINATION AT SAN JACINTO – Gina Manlove gave an overview of the first annual Texas Memorial Illumination at San Jacinto that will take place to commemorate the sacrifice of over 21,500 Texans who have given their lives in armed conflict. Volunteer groups will participate by lighting 21,500 candles, on the San Jacinto Battlefield to visually depict what President Abraham Lincoln called “the last full measure of devotion”. This is a drive-through family event to take place on Saturday November 13, 2021 at 6:00 p.m.- midnight at San Jacinto Battlefield 1 Monument Circle La Porte, Texas 77571. (Exhibit A1)
4. PRESENTATION AND DISCUSSION OF ISSUES RELATING TO THE SALE OF GENERAL OBLIGATION BONDS, SERIES 2021 – City's Financial Advisor John Robuck, from BOK Financial Securities, Inc. highlighted the final pricing results that included the current bond market and bond buyer index, sources and uses of funds, final

debt service requirements (General Bonds, Certificates of Obligation), and the schedule of events. (Exhibit B1-B7)

5. PRESENTATION AND DISCUSSION OF ISSUES RELATING TO THE SALE OF CERTIFICATES OF OBLIGATION, SERIES 2021 – This item was combined and discussed with item #4.
6. PRESENTATION AND DISCUSSION OF ISSUES RELATING TO A SCHEDULE OF EVENTS FOR THE SALE OF LIMITED TAX REFUNDING BONDS – The City's Financial Advisor John Robuck, from BOK Financial Securities, Inc., gave an overview presentation that highlighted the potential refunding opportunity for debt services savings. This presentation included the current bond market and bond buyer index, historical refunding results, summary of callable bonds outstanding, bonds to be refunded, debt service requirements and the tentative schedule of events. (Exhibit C1-C7)
7. DISCUSSION OF ISSUES RELATING TO THE FISCAL YEAR 2021-2022 DEER PARK COMMUNITY DEVELOPMENT CORPORATION BUDGET – Finance Director Donna Todd gave an overview of the final budget for the DPCDC for Fiscal Year 2021-2022 that was presented and approved by the Deer Park Community Development Corporation Board for the Type B capital projects. The proposed Deer Park Community Development Corporation budget includes all anticipated revenues to be derived in FY 2021-2022 from the ½% Type B sales and use tax as well as proposed expenditures for the fiscal year. (Exhibit D1-D9)
8. DISCUSSION OF ISSUES RELATING TO THE PROPOSED DEER PARK COMMUNITY DEVELOPMENT CORPORATION (DPCDC) PROJECTS OF ADDITIONAL PARKING AND LIGHTING AT SPENCERVIEW (DURANT FIELDS), GIRLS SOFTBALL FIELDS AT THE YOUTH SPORTS COMPLEX AND NEW SOCCER COMPLEX AT EAST BOULEVARD – Parks and Recreation Director Charlie Sandberg gave an overview of the Type B projects to include additional parking and/or lighting at the Girls Softball complex, estimated at 1.9 million, Spencerview Fields, estimated at \$848,194.40 and the new Soccer complex, estimated at 2.52 million. The Type B sales and use tax Fund Balance of \$6,000,000 is available to fund the projects recommended by the Deer Park Community Development Corporation and authorized by City Council. Mr. Sandberg also presented a projects timeline for each projected task. (Exhibit E1-E9)
9. DISCUSSION OF ISSUES RELATING TO A PROFESSIONAL SERVICES AGREEMENT WITH BRINKLEY SARGENT WIGINTON ARCHITECTS FOR ARCHITECTURAL SERVICES IN CONNECTION WITH THE DESIGN OF THE NEW COMMUNITY/RECREATION CENTER AND POOL HOUSE PROJECT – Assistant City Manager Gary Jackson gave an overview of the negotiations of the professional services contract with Brinkley Sargent Wiginton (BSW) Architects for the design of the new Community/Recreation Center. The firm is very qualified in designing recreational facilities and has designed over 1,000,000 square feet of recreation centers over the past five years. Brinkley Sargent Wiginton (BSW) Architect's qualifications specifically related to recreation and aquatic experience was provided to the Deer Park Community Development Corporation Board, City Council, City staff and legal counsel.

10. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:25 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: MIN 21-091 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 8/31/2021 **In control:** City Council
On agenda: 9/7/2021 **Final action:**
Title: Approval of minutes of regular meeting on August 17, 2021.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_081721](#)

Date	Ver.	Action By	Action	Result
9/7/2021	1	City Council		

Approval of minutes of regular meeting on August 17, 2021.

Summary:

Fiscal/Budgetary Impact:

Approval

CITY OF DEER PARK

CC 82-208

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

THE 1787TH 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 AUGUST 17, 2021 AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

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 Councilwoman Sinor.
3. PLEDGE OF ALLEGIANCE – Councilman Martin 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. SPECIAL PRESENTATION - RECOGNITION OF 2021 PARTICIPANTS OF THE VOLUNTEERS IN PARKS AND RECREATION PROGRAM (VIPAR) –Recreation Supervisor Renee McBride gave an overview of the VIPAR Program and advised Council that these volunteer hours donated by the participants save the City thousands of dollars in labor costs. Recreation Specialists Danielle Finney and Emma Long recognized their efforts and presented each participant with a certificate of appreciation and gift cards. (Exhibit A1)

6. PRESENTATION OF TEXAS AMATEUR ATHLETIC FEDERATION (TAAF) MEMBER CITY OF THE YEAR AWARD FOR 2020 – Athletic and Aquatics Supervisor Debra Culp advised Council of the TAAF Member City of the Year Award and gave an overview of the program that is a statewide nonprofit organization that helps promote the development of physical education and encourage all amateur athletics and competitions. TAAF recognized the Department's efforts to promote and improve athletic programs for our residents. The 2020 TAAF Summer Games of Texas were cancelled but Coaches Andy Williams and Tendai Lynch encouraged participants to come out for a workout and also bring non-perishable items to donate to our local foodbanks. When a participant donated, they received a gold medal from TAAF. Deer Park had one of the highest participation in our region.

Coach Andy Williams advised Council of the donations of canned goods that were delivered to the Houston Food Bank and credited receiving this award to the hard work of the participants along with their parents.

7. RECOGNITION OF THE DEER PARK CITIZEN'S POLICE ACADEMY ALUMNI ASSOCIATION FOR BEING AWARDED ALUMNI ASSOCIATION OF THE YEAR 2021 BY THE TEXAS CITIZEN'S POLICE ACADEMY ALUMNI ASSOCIATION – President of the Deer Park Citizen's Police Academy Alumni Association Adell Boren advised Council that the City of Deer Park Citizen's Police Academy Alumni Association was awarded the Alumni Association of the Year 2021.

Police Chief Greg Grigg commented, "This couldn't happen without you Adell, without Deer Park Police Department Community Liason Sheila Plovovich and without all the volunteers. Most of what you all do, about 90% of it comes back to the Police Department for things that we need. Since you have been President, the Association has run very well, everybody is happy and we have a lot of volunteers. This is well deserved, congratulations.

8. PUBLIC HEARING ON THE CITY'S JUVENILE CURFEW ORDINANCE – The public hearing was opened by the City Secretary reading the Notice of Public Hearing. (Exhibit B)

Mayor Mouton called for those desiring to speak in favor of the City's Juvenile Curfew ordinance.

Police Chief Greg Grigg gave a summary of the last 3 years utilizing the ordinance and spoke in favor to keep the ordinance in force.

Mayor Mouton called for those desiring to speak against the City's Juvenile Curfew Ordinance. No one spoke.

Mayor Mouton closed the Public Hearing.

9. PUBLIC HEARING ON THE CITY OF DEER PARK FY 2021-2022 BUDGET – The public hearing was opened by the City Secretary reading the Notice of Public Hearing. (Exhibit C)

Mayor Mouton called for those desiring to speak in favor of the FY 2021-2022 Budget. No one spoke.

Mayor Mouton called for those desiring to speak against the FY 2021-2022 Budget. No one spoke.

Mayor Mouton closed the Public Hearing.

10. PUBLIC HEARING ON THE DEER PARK CRIME CONTROL AND PREVENTION DISTRICT FY 2021-2022 BUDGET – The public hearing was opened by the City Secretary reading the Notice of Public Hearing. (Exhibit D)

Mayor Mouton called for those desiring to speak in favor of the CCPD FY 2021-2022 Budget. No one spoke.

Mayor Mouton called for those desiring to speak against of the CCPD FY 2021-2022 Budget. No one spoke.

Mayor Mouton closed the Public Hearing.

11. PUBLIC HEARING ON THE DEER PARK FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FY 2021-2022 BUDGET – The public hearing was opened by the City Secretary reading the Notice of Public Hearing. (Exhibit E)

Mayor Mouton called for those desiring to speak in favor of the FCPMSD FY 2021-2022 Budget. No one spoke.

Mayor Mouton called for those desiring to speak against of the FCPMSD FY 2021-2022 Budget. No one spoke.

Mayor Mouton closed the Public Hearing.

12. CONSENT CALENDAR – Motion was made by Councilman Ginn and seconded by Councilman Haight to approve the consent calendar as follows:

- a. Approval of minutes of workshop meeting on June 28, 2021.
- b. Approval of minutes of special meeting on July 27, 2021.
- c. Approval of minutes of workshop meeting on August 03, 2021.
- d. Approval of minutes of regular meeting on August 03, 2021.
- e. Approval of tax refund to Varni Ventures LP in the amount of \$2,917.74 due to a value decrease granted by Harris County Appraisal District.
- f. Approval of tax refund to Eclipse Massage Therapy PLLC in the amount of \$623.82

due to a value decrease granted by Harris County Appraisal District.

- g. Approval of tax refund to Hi Tech Real Estate LLC in the amount of \$2,304.00 due to a value decrease granted by Harris County Appraisal District.
- h. Approval of tax refund to Partnership Underwood LP in the amount of \$14,041.52 due to a value decrease granted by Harris County Appraisal District.
- i. Approval of tax refund to Partnership Underwood LP in the amount of \$4,413.49 due to a value decrease granted by Harris County Appraisal District.
- k. Approval of tax refund to Douglas Hester in the amount of \$1,529.28 due to a value decrease granted by Harris County Appraisal District.
- l. Approval of tax refund to GBCBM Ltd. in the amount of \$593.09 due to a value decrease granted by Harris County Appraisal District.
- m. Approval of tax refund to Lawther Enterprises in the amount of \$2,067.02 due to a value decrease granted by Harris County Appraisal District.
- n. Approval of tax refund to Nellie J. Walthall in the amount of \$1,885.85 due to an over-65 exemption granted by Harris County Appraisal District.
- o. Approval of tax refund to CRP Trep Underwood Owner LP in the amount of \$44,385.70 due to a value decrease granted by Harris County Appraisal District.
- p. Approval of tax refund to Chick-Fil-A in the amount of \$2,097.30 due to a value decrease granted by Harris County Appraisal District.
- q. Approval of tax refund to Valassis Direct Mail Inc. in the amount of \$2,831.41 due to a value decrease granted by Harris County Appraisal District.
- r. Authorization to advertise and receive bids on the Surface Water Treatment Plant Clearwell Transfer Pump, Ground Storage Tanks (GST) and Disinfection Improvements Project.

Motion carried 7 to 0.

13. CONSIDERATION OF AND ACTION ON A PROFESSIONAL SERVICE AGREEMENT WITH BRINKLEY SARGENT WIGINTON ARCHITECTS FOR ARCHITECTURAL SERVICES IN CONNECTION WITH THE DESIGN OF THE NEW COMMUNITY RECREATION CENTER AND POOL HOUSE PROJECT – Motion was made by Councilman Patterson and seconded by Councilman Martin to approve the proposed professional services agreement with Brinkley Sargent Wiginton Architects for architectural services in connection with the design of the new Community/Recreation Center and Pool House project. Motion carried 7 to 0.

14. CONSIDERATION OF AND ACTION ON SUBMITTAL OF THE 2021 TAX ROLL AND THE CALCULATION OF THE NO-NEW REVENUE TAX RATE AND THE VOTER-APPROVAL TAX RATE – Motion was made by Councilwoman Sinor and seconded by Councilman Haight to accept the submitted 2021 Tax Roll and the calculated No-New Revenue Tax Rate and the Voter-Approval Tax Rate. Motion carried 7 to 0.

15. CONSIDERATION OF AND ACTION TO INCREASE TOTAL TAX REVENUES FROM PROPERTIES ON THE TAX ROLL BY PROPOSING TO ADOPT A TAX RATE OF \$0.720000 PER \$100 VALUATION AT A FUTURE MEETING – Motion was made by Councilwoman Garrison and seconded by Councilman Ginn to approve to increase total tax revenue for 2021 tax year by proposing to adopt a tax rate of \$0.720000 per \$100 valuation at a future meeting. Motion carried 7 to 0 with a record vote:

Councilwoman Garrison “Aye”
Councilman Haight “Aye”
Councilman Ginn “Aye”
Councilman Patterson “Aye”
Councilman Martin “Aye”
Councilwoman Sinor “Aye”
Mayor Mouton “Aye”

16. CONSIDERATION OF AND ACTION ON AN ORDINANCE CALLING A PUBLIC HEARING ON THE PROPOSED 2021 TAX RATE – After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilman Patterson to adopt Ordinance No. 4257, captioned as follows:

AN ORDINANCE OF THE CITY OF DEER PARK SETTING THE DATE AND TIME FOR A PUBLIC HEARING OF THE PROPOSED PROPERTY TAX INCREASE FOR THE YEAR BEGINNING JANUARY 1, 2022.

Motion carried 7 to 0.

17. CONSIDERATION OF AND ACTION ON AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF DEER PARK, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2021; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO – After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Patterson to adopt Ordinance No. 4258, captioned as follows:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF DEER PARK, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2021; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO.

Motion carried 7 to 0.

18. CONSIDERATION OF AND ACTION ON AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF DEER PARK, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2021; LEVYING A TAX IN PAYMENT THEREOF; PROVIDING FOR THE AWARD AND SALE OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING THERETO – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Patterson to adopt Ordinance No. 4259, captioned as follows:

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF DEER PARK, TEXAS GENERAL OBLIGATION BONDS, SERIES 2021; LEVYING A TAX IN PAYMENT THEREOF; PROVIDING FOR THE AWARD AND SALE OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING THERETO.

Motion carried 7 to 0.

19. CONSIDERATION OF AND ACTION ON AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF DEER PARK, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2021; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING OBLIGATIONS; PROVIDING FOR THE AWARD AND SALE OF SAID BONDS IN ACCORDANCE WITH CERTAIN PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Patterson to adopt Ordinance No. 4260, captioned as follows:

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF DEER PARK, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2021; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING OBLIGATIONS; PROVIDING FOR THE AWARD AND SALE OF SAID BONDS IN ACCORDANCE WITH CERTAIN PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO.

Motion carried 7 to 0.

20. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPROVING THE FISCAL YEAR 2021-2022 DEER PARK COMMUNITY DEVELOPMENT CORPORATION BUDGET – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Patterson to adopt Ordinance No. 4261, captioned as follows:

AN ORDINANCE OF THE CITY OF DEER PARK APPROVING THE FISCAL YEAR 2021-2022 BUDGET FOR THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION.

Motion carried 7 to 0.

21. CONSIDERATION OF AND ACTION ON THE RESULTS OF THE PUBLIC HEARING AND AN ORDINANCE ADOPTING THE FY 2021-2022 CRIME CONTROL AND PREVENTION DISTRICT BUDGET – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Patterson to adopt Ordinance No. 4262, captioned as follows:

AN ORDINANCE OF THE CITY OF DEER PARK APPROVING THE FISCAL YEAR 2021-2022 BUDGET FOR THE CRIME CONTROL AND PREVENTION DISTRICT.

Motion carried 7 to 0.

22. CONSIDERATION OF AND ACTION ON THE RESULTS OF THE PUBLIC HEARING AND AN ORDINANCE ADOPTING THE FY 2021-2022 FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT BUDGET – After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Patterson to adopt Ordinance No. 4263, captioned as follows:

AN ORDINANCE OF THE CITY OF DEER PARK APPROVING THE FISCAL YEAR 2021-2022 BUDGET FOR THE FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT.

Motion carried 7 to 0.

23. CONSIDERATION OF AND ACTION ON AN ORDINANCE CALLING A PUBLIC HEARING TO ADOPT STANDARDS OF CARE FOR THE ALL STAR ACTIVITY PROGRAM – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Patterson to adopt Ordinance No. 4264, captioned as follows:

AN ORDINANCE OF THE CITY OF DEER PARK SETTING A DATE AND TIME FOR A PUBLIC HEARING ON THE CITY ADOPTING STANDARDS OF CARE FOR AN AFTER SCHOOL PROGRAM.

Motion carried 7 to 0.

24. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FY 2020-2021 DEER PARK COMMUNITY DEVELOPMENT CORPORATION BUDGET FOR COSTS ASSOCIATED WITH TOPOGRAPHICAL SURVEYS FOR THE NEW SOCCER COMPLEX AND GIRLS SOFTBALL FIELDS AT THE YOUTH SPORTS COMPLEX – After a proposed ordinance was read by caption, motion was made by Councilman Haight and seconded by Councilman Martin to adopt Ordinance No. 4265, captioned as follows:

AN ORDINANCE AMENDING THE 2020-2021 BUDGET OF THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED.

Motion carried 7 to 0.

25. ADJOURN – Mayor Mouton adjourned the meeting at 8:17 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: ACT 21-019 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 8/25/2021 **In control:** City Council
On agenda: 9/7/2021 **Final action:**
Title: Acceptance of completion of the 2020 Concrete Maintenance Project.
Sponsors: Public Works
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
9/7/2021	1	City Council		

Acceptance of completion of the 2020 Concrete Maintenance Project.

Summary:

The project consisted of various concrete paving and sidewalk repairs throughout the City. The project was delayed several months due to Covid and is now ready to be accepted by Council and retainage release.

The project was awarded to Brooks Construction in the amount of \$312,553.65. The project's completed total cost is \$228,963.45. The retainage to be released now that the project is concluded is \$22,896.34. The project has been completed and is ready for Council acceptance.

Fiscal/Budgetary Impact:

This project was funded out of Street Maintenance Fund 4406

Staff is recommending that council accept completion of the project.



Legislation Details (With Text)

File #: ELE 21-008 **Version:** 1 **Name:**

Type: Election **Status:** Agenda Ready

File created: 8/30/2021 **In control:** City Council

On agenda: 9/7/2021 **Final action:**

Title: Consideration of and action on casting a ballot for Region 14 Representative to the TML-Health Benefits Pool Board of Trustees.

Sponsors: James Stokes

Indexes:

Code sections:

Attachments: [TMLHBP Board Election \(2021\)](#)

Date	Ver.	Action By	Action	Result
9/7/2021	1	City Council		

Consideration of and action on casting a ballot for Region 14 Representative to the TML-Health Benefits Pool Board of Trustees.

Summary:

For the past three (3) years, Nassau Bay City Manager Jason Reynolds has served as the Region 14 Trustee to the Board of Trustees of the Texas Municipal League - Health Benefits Pool. His present term of office expires September 30, 2021. The time is upon us for the City of Deer Park to cast its vote for Region 14 Board Representative. The term of office runs from October 1, 2021 through September 30, 2024. Attached to this agenda packet is the City's ballot for TML Region 14 TML-Health Benefits Pool Trustee. There are three (3) candidates for office including Jason Reynolds, City Manager of Nassau Bay; Mike Barrow, City Manager of Weimar, and Paula Favors, City Secretary of Wharton. Information regarding each candidate is included on the attached ballot. It is recommended Deer Park's vote be cast for Jason Reynolds, City Manager of Nassau Bay.

Fiscal/Budgetary Impact:

N/A

Approval is recommended.

MEMORANDUM



DATE: August 17, 2021
TO: TML Health Benefits Pool Members – Region 14
FROM: Leah Simon, Board Secretary and General Counsel
RE: Official Ballots for 2021 Board of Trustee Election

Enclosed is your ballot for the 2021 Board of Trustees election for the position for your region for the term of office beginning on October 1, 2021 through September 30, 2024.

All qualified persons' names appear on the ballot. Write-in candidates otherwise duly qualified are eligible for election. Qualified individuals must either be an employee or elected official of an incorporated city within the state of Texas, which is a Member of the Pool at the time of their election. A qualified municipal "employee" must: 1) hold a position of Department Head or higher; 2) work at least 20 hours per week for an incorporated city; 3) be paid by the incorporated city with incorporated city funds; and 4) be hired and fired only by another incorporated city official or by the incorporated city's governing body.

Please see that approval of the ballot is placed on the agenda for consideration at the next meeting of your governing body. Ballots must:

- ☐ **certify** that the vote was taken at an official meeting of the governing body;
- ☐ be received no later than 5:00 p.m. (CST) on September 27, 2021 at TML Health Benefits Pool, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754; and
- ☐ as an option, be submitted to the Board Secretary by mail, by facsimile (512) 719-8349 or electronically to BoardSecretary@tmlhb.org prior to the deadline.

Votes will be counted pursuant to the Trust Agreement which provides that "if more than two (2) candidates are running, the person receiving the largest number of votes shall be elected." TML Health Trustees may not serve as both a voting member of TML Health's Board and as a voting member of the Texas Municipal League or the TML Intergovernmental Risk Pool Board of Trustees.

If you have any questions, please contact me at (512) 719-8349.

Attachments

Follow us:
@TMLHealth



1821 Rutherford Lane, Suite 300
Austin, Texas 78754-5151
(512) 719-6500 • (800) 282-5385

For more information, visit us at
tmlhealthbenefits.org

TML Health Benefits Pool Official Ballot



Board of Trustees – TML Region 14

Term of Office

October 1, 2021 – September 30, 2024

Please vote for one candidate.

☐

Jason E. Reynolds, City Manager, City of Nassau Bay

It would be an honor to continue serving Region 14 on the TML Health Board. Over the past three years, TML Health has made great strides to better serve its members and facilitating healthcare that members expect. As for me, I currently serve as the City Manager for the City of Nassau Bay and have been blessed to be part of this region for six years. Serving others is part of who I am, as my resume is solely focused on public service and assisting non-profit organizations. I am a true advocate for the region and believe all employees should have access to reasonable healthcare. I will work to ensure practical coverage is available and strategic goals are met. There is a great camaraderie on the board and we will work together to meet your expectations. I take great pride in working to better our wellness in the region and feel I can contribute a lot to our region and TML Health. Outside of TML Health, I have been active in TCMA for nine years; serve on the Public Policy Task Force and the Professional Development Committee. I also assist on a local veteran support board and recently as the TCMA Reg VI President.

☐

Mike Barrow, City Manager, City of Weimer

I appreciate my nomination to the TML Health Benefits Pool Board of Trustees and the opportunity to represent Region 14 and serving member cities and their employees. Continuing to provide the quality health care coverage to our members is important, while we continue to find ways to improve services, provide options, and keep costs manageable. In order to gain inside knowledge of insurance underwriters and types of insurance policies, I have held licenses for the sales of life and health insurance, as well as, property and casualty insurance. My past insurance experience and my experiences as City Manager, will assist me in listening to the issues of our members and be a contributing member of our board. I would greatly appreciate your support for my serving you as a TML Health Benefits Pool Board of Trustees member.

☐

Paula Favors, City Secretary, City of Wharton

Paula Favors began her career with the City of Wharton in 2006. She is the Assistant City Manager/City Secretary /Human Resource Director, overseeing Municipal Court and the IT Department as well. Mrs. Favors is a strong employee advocate and is committed to being a strategic partner in municipal management. She is a member of the Texas City Manager's Association (TCMA), Texas Municipal Clerks Association (TMCA), International Institute of Municipal Clerks (TMCA), International Institute of Municipal Clerks (IIMC), Society of Human Resource Management (SHRM) as well as several other professional organizations. She is a former President of the Municipal Clerk Association Salt Grass Chapter as well as serving on all positions of the Board. She is an Advanced Public Information Officer, a Certified Texas Municipal Clerk and a Certified Public Manager.

☐

Write-In Name of Otherwise Duly Qualified Elected/Appointed Official

Please complete certification of ballot and sign on the next page.

Important Notes for Submitting Your Ballot:

- ✓ *Because of recent delays in USPS deliver, please consider using the electronic form version emailed to your Benefits Coordinator to ensure on-time delivery.*
- ✓ *Remember that the date of the governing body's meeting authorizing the ballot cannot occur prior to the date your ballot was issued to your entity. For example, ballots emailed/mailed on August 17, 2021 and meeting date must be after August 17, 2021.*
- ✓ Ballots must be received by 5:00 pm on September 27, 2021, and may be submitted by mail, by facsimile or electronically to:

BoardSecretary@tmlhb.org
Facsimile (512) 719-8349
Leah Simon, Board Secretary
TML Health Benefits Pool
1821 Rutherford Lane, Suite 300,
Austin, Texas 78754

Signature

Title

Entity



Legislation Details (With Text)

File #: AGR 21-035 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 8/17/2021 **In control:** City Council
On agenda: 9/7/2021 **Final action:**
Title: Consideration of and action on a Professional Services Agreement with SOAP Engineering, LLC for services related to the SCADA system.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [Proposed Agreement with Soap Engineering for SCADA Improvements](#)

Date	Ver.	Action By	Action	Result
9/7/2021	1	City Council		

Consideration of and action on a Professional Services Agreement with SOAP Engineering, LLC for services related to the SCADA system.

Summary:

Both the Water Treatment Plant and the Wastewater Treatment Plant utilize a SCADA system (Supervisory Control and Data Acquisition). This allows the operators to control various pumps, blowers, and valves from a desktop, tablet, or cellular device while allowing other information like flows, pump run times, and pressures to gathered in one place for making decisions regarding the system. The proposal provided by SOAP engineering accomplishes three tasks:

1. At the Water Treatment Plant, it brings in information from the Avon tower, brings additional information from the P Street, Pasadena Blvd., and Coy sites as it relates to water quality, and ties in additional information to SCADA like pump status of chemical feed pumps, inline analyzers, and creates more accessible historical data.
2. At the Wastewater Treatment Plant, the proposal adds items to SCADA outside of the scope of CDM Smith such as the run status of the generator and the ability to see and control the blowers and grit removal system.
3. At the Lift Stations, a primary function of the Water/Sewer Maintenance Division, the proposal adds radios to communicate the information into the City's IT network. From there, the data will reside on the SCADA system of the Wastewater Plant, but the use of tablets will allow the Water/Sewer Maintenance personnel to access information from the sites, start and stop pumps, and provide remote access that is currently unavailable.

SOAP Engineering has provided this quote utilizing the Professional Services Agreement following a review of our current SCADA systems and the PLCs (Programmable Logic Controller) located at our different sites.

Fiscal/Budgetary Impact:

This agreement will be paid out of the Water Sewer Bond Funds as part of the Capital Improvement Plan.

Staff recommends accepting the agreement.

AGREEMENT FOR ENGINEERING & DESIGN SERVICES
for
WATER & SEWER SCADA IMPROVEMENTS

This Agreement is made and entered into in Deer Park, Harris County, Texas on this 7th day of September, 2021; by and between

The City of Deer Park, a Municipal Corporation in the State of Texas

And

Soap Engineering, LLC, ENGINEER(s) duly licensed, and practicing under the laws of the State of Texas.

Said Agreement being executed by the City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by the Engineer for engineering services hereinafter set forth in connection with the above-designated Project for the City of Deer Park.

DEER PARK retains **Soap Engineering, LLC** to perform engineering services related to the design and implementation of the Surface Water Treatment Plant Variable Frequency Drives at the High Service Pumps, which is part of the SCADA system, in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

ARTICLE 1. SCOPE OF WORK

- 1.1 ENGINEER will provide engineering, design, consultation, project management, and other services as required to perform and complete the Scope of Work & Services specifically identified in Exhibit A of this Agreement. The Services Scope of Work (the “Work”) and the time schedules set forth in Exhibit A are based on information provided by DEER PARK and ENGINEER. The schedule of milestones and deliverables are essential terms of this Agreement.
- 1.2 If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by DEER PARK, or if DEER PARK directs ENGINEER to change the original Scope of Work shown in Attachment A, a written amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be executed by DEER PARK and ENGINEER.

ARTICLE 2. COMPENSATION

- 2.1 ENGINEER bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort (“Schedule of Rates”) attached as Exhibit A of this Agreement. As requested, ENGINEER has provided an estimate of the fees for the Work amounting to \$59,900.00 ENGINEER will not exceed that estimate without prior approval from DEER PARK. ENGINEER will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.
- 2.2 ENGINEER will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ENGINEER’S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ENGINEER of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK’S RESPONSIBILITIES

- 3.1 DEER PARK will designate in writing the person or persons with authority to act on DEER PARK’S behalf on all matters concerning the work to be performed.
- 3.2 DEER PARK will furnish to ENGINEER all existing studies, reports, data and other information available to DEER PARK necessary for performance of the Work, authorize ENGINEER to obtain additional data as required, and furnish the services of others where necessary for the performance of the Work. ENGINEER will be entitled to use and rely upon all such information and services.
- 3.3 Where necessary to performance of the Work, DEER PARK shall arrange for ENGINEER to have access to any site or property.

ARTICLE 4. PERFORMANCE OF SERVICE

- 4.1 ENGINEER’S services will be performed within the schedule and time period set forth in Exhibit A.
- 4.2 ENGINEER shall perform the Work, and any additional services as may be required, for the development of the Project to completion.
- 4.3 If required, additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.

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

ARTICLE 5. CONFIDENTIALITY

- 5.1 ENGINEER will hold confidential all information obtained from DEER PARK, not previously known by ENGINEER or in the public domain.

ARTICLE 6. STANDARD OF CARE & WARRANTY

- 6.1 Standard of Care. In performing services, ENGINEER agrees to exercise professional judgment, made on the basis of the information available to ENGINEER, and to perform its engineering services with the professional skill and care of competent design professionals practicing in the same or similar locale and under the same or similar circumstances and professional license. ENGINEER also agrees to perform its engineering services as expeditiously as is prudent considering this standard of care. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.
- 6.2 Warranty. If any failure to meet the foregoing standard of care Warranty appears during one year from the date of completion of the service and ENGINEER is promptly notified thereof in writing, ENGINEER will at its expense re-perform the nonconforming work.
- 6.3 The foregoing Warranty is the sole and express warranty obligation of ENGINEER and is provided in lieu of all other warranties, whether written, oral, implied or statutory, including any warranty of merchantability. Engineer does not warrant any products or services of others. ENGINEER, however, expressly acknowledges that these warranty obligations do not eliminate the applicability of the standard of care to all of its work and that the OWNER may still retain remedies against ENGINEER following the expiration of the warranty period in contract, tort, or otherwise as the law allows.

ARTICLE 7. INSURANCE

- 7.1 ENGINEER will procure and maintain insurance as required by law. At a minimum, ENGINEER will have the following coverage:
- (1) Workers compensation and occupational disease insurance in statutory amounts.
 - (2) Employer's liability insurance in the amount of \$1,000,000.
 - (3) Automobile liability in the amount of \$1,000,000.

(4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.

(5) Professional errors and omissions insurance in the amount of \$1,000,000.

7.2 ENGINEER has provided a Statement of Insurance to DEER PARK demonstrating and reflecting that ENGINEER has procured and maintains insurance coverage in accordance with the requirements stated above. That Statement of Insurance is Attachment C of this Agreement.

ARTICLE 8. INDEMNITY

8.1 **THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, 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, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, BUT ONLY TO THE EXTENT THAT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL.**

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDENMIFIED CLAIM AS STATED ABOVE, ENGINEER AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ENGINEERS LAIBILITY.

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS

9.1 As long as DEER PARK is current in the payment of all undisputed invoices, all work product prepared by the ENGINEER pursuant to this Agreement, including, but not limited to, all Contract Documents, Plans and Specifications and any computer aided design, shall be the sole and exclusive property of DEER PARK, subject to the ENGINEER's reserved rights.

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

ARTICLE 10. INDEPENDENT CONTRACTOR

- 10.1 The ENGINEER is an independent contractor and shall not be regarded as an employee or agent of the DEER PARK.

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 11.1 The ENGINEER shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

ARTICLE 12. SAFETY

- 12.1 DEER PARK shall inform the ENGINEER and its employees of any applicable site safety procedures and regulations known to DEER PARK as well as any special safety concerns or dangerous conditions at the site. The ENGINEER and its employees will be obligated to adhere to such procedures and regulations once notice has been given.
- 12.2 ENGINEER shall not have any responsibility for overall job safety at the site. If in ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, ENGINEER may in its discretion terminate its performance, in which event, DEER PARK shall pay for services and termination expenses as provided in Article 18.

ARTICLE 13. LITIGATION

- 13.1 At the request of DEER PARK, ENGINEER agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which DEER PARK is or becomes a party in connection with the work performed under this Agreement, unless DEER PARK and the ENGINEER are adverse to one-another in any such litigation.
- 13.2 Any litigation arising out of this Agreement between DEER PARK and ENGINEER shall be heard by the state district courts of Harris County.

ARTICLE 14. NOTICE

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

ARTICLE 15. TERMINATION

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

ARTICLE 16. SEVERABILITY

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

ARTICLE 17. WAIVER

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

ARTICLE 18. GOVERNING LAW

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

ARTICLE 19. CAPTIONS

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

ARTICLE 20. ENTIRE AGREEMENT

20.1 This Agreement, its articles, provision, terms, and attached Schedules represent the entire understanding and agreement between DEER PARK and ENGINEER and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.

This Agreement is effective on the last day signed.

Soap Engineering, LLC

By Viqar Anwar

Name Viqar Anwar

Title President

Date 08/17/2021

The City of Deer Park

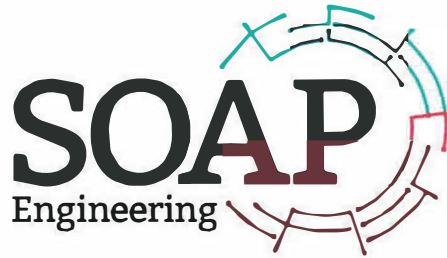
By _____

Name _____

Title _____

Date _____

EXHIBIT 'A'



SOAP Engineering, LLC
1409 Brittmoore Road
Houston, Texas 77043
U.S.A

Estimate

DP-002

Bill To
Deer Park Water Department

Estimate Date : Jul 24, 2021
Proposal Number : SE660-002

#	Item & Description	Qty	Rate	Amount
1	All items defined in attached scope - sections 2.3 through 3.3	30.00	840.00	25,200.00
2	All items defined in attached scope - section 4	5.00	840.00	4,200.00
3	SOAP supplied hardware (Enclosure, Insulation, AC, Outlet, Port Cable Entry, Miscellaneous wiring and panel materials)	3.00	6,500.00	19,500.00
4	Conduit, Network Cable to South Plant, MOXA Gateway	1.00	1,000.00	1,000.00
5	Contingency	1.00	10,000.00	10,000.00
			Sub Total	59,900.00
			Total	\$59,900.00

Terms & Conditions

1. Billing based on hours of work performed. Invoices to be sent bi-weekly during periods of work.
2. Pricing is an estimate based on SOAP Engineering's understanding of the requirements at the time of this proposal. The work scope may be revised after site visit and further definition of requirements.
3. If, for any reason, the client requires SOAP Engineering to make any changes to the scope of work after acceptance of this proposal; a separate T&M cost proposal will be submitted for approval at time of request based on SOAP Engineering's published hourly rates.



Legislation Details (With Text)

File #: AGR 21-036 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 8/10/2021 **In control:** City Council
On agenda: 9/7/2021 **Final action:**
Title: Consideration of and action on a contract between the City of Deer Park and R&C Bradley, LLC for EMS Medical Director Services.

Sponsors:

Indexes:

Code sections:

Attachments: [Medical Director Contract 2021-2022](#)

Date	Ver.	Action By	Action	Result
9/7/2021	1	City Council		

Consideration of and action on a contract between the City of Deer Park and R&C Bradley, LLC for EMS Medical Director Services.

Summary:

Dr. Richard Bradley has served as the City of Deer Park EMS Medical Director for four (4) years. During those four (4) years, he was employed by the University of Texas Health System and the contract for his services was under their name. Dr. Bradley has recently retired from UTHealth and is willing to continue serving the Department as Medical Director under his own consulting firm.

Fiscal/Budgetary Impact:

Total cost of this contract is \$26,400, which is included in the EMS departmental budget under Contract Labor.

Staff recommends approval.

CONTRACT BETWEEN

THE CITY OF DEER PARK AND R & C BRADLEY, LLC

I. PARTIES

This Contract is entered into by and between the City of Deer Park, a municipality organized under the laws of the State of Texas, and R&C Bradley, LLC, a private firm offering professional medical consulting services under laws of the State of Texas.

II. PURPOSE

This Contract is for the purpose of providing the services of Richard N. Bradley, M.D. (Dr. Bradley), a qualified physician licensed by the Texas Medical Board, to serve as EMS Medical Director of Deer Park's Emergency Medical Services (EMS) Program, and who will provide medical oversight to the EMS Program.

III. RESPONSIBILITIES OF THE PARTIES

R&C Bradley, LLC shall provide Dr. Bradley, as a qualified physician licensed by the Texas Medical Board and credentialed in accordance with the credentialing procedures approved by the City of Deer Park's management to serve as Medical Director for a minimum of twenty-four (24) hours per calendar-year quarter. Dr. Bradley will perform the required services in accordance with the Texas Administrative Code Chapter 197, "Emergency Medical Service," as set forth in Attachment 1: Scope of Services. In the event that Dr. Bradley is on leave greater than fourteen (14) consecutive days, R&C Bradley, LLC will appoint an interim EMS Medical Director to serve in his absence. Any appointed interim must be fully qualified as described in this paragraph and must be acceptable to the City of Deer Park.

Throughout the term of this Contract, R&C Bradley, LLC shall provide professional liability and malpractice insurance. Minimum limits of this coverage shall be five hundred thousand dollars per occurrence and one million five hundred thousand dollars annual aggregate.

The City of Deer Park will provide funding in the amount of \$26,400 to satisfy its obligations under this Contract. Such funds will be paid in twelve (12) equal monthly installments of \$2,200. City of Deer Park shall pay R&C Bradley, LLC within thirty (30) days after receipt of a monthly invoice.

City of Deer Park will provide the Medical Director with full access to its electronic records system for the review of patient care records and quality assurance/quality improvement (QA/QI).

IV. PERIOD OF AGREEMENT

This Contract shall commence October 1, 2021 and continue through September 30, 2022. After this period, this Contract may be renewed with the mutual, written agreement of both

parties. Either party may terminate this Contract, with or without cause, by providing ninety (90) days written notice to the other party.

V. MISCELLANEOUS PROVISIONS

1. For the purposes of this Contract and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representation, commitment, or take any action of any kind which shall be binding on the other party, except as may be expressly provided for herein or in writing or in accordance with 22 TAC § 197.3.
2. No amendment or modification of this Contract shall be valid unless in writing and signed by both parties.
3. Neither party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under the terms of this Contract without the prior written consent of the other party. Any attempted assignment or transfer by either party of its rights or obligations without such consent shall be void.
4. All notices which are, or may be required to be given by a party to the other party in connection with this Contract, shall be in writing and shall be deemed to have been properly given if and when delivered personally or sent by certified mail, return receipt requested, addressed to the parties to be notified, or at such other place or places as a party may from time to time designate by written notice to the other party.

To City of Deer Park:

City of Deer Park
ATTN: Harold Rice
Interim Emergency Services
Director
2211 East X Street
P.O. Box 700
Deer Park, TX 77536

To R&C Bradley, LLC:

R&C Bradley, LLC
Dr. Richard N. Bradley,
MD PO Box 842124
Pearland, TX 77584-0032

5. This Contract shall be governed in all respects by the laws of the State of Texas. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other terms or condition of this contract.
6. This Contract represents the entire and only agreement between the parties relating to the subject matter contained herein and supersedes any and all discussions, negotiations, and representations of any kind and represents the entire understanding of the parties hereinabove mentioned.
7. Indemnification. The City of Deer Park shall, to the extent authorized under the Constitution and laws of the State of Texas, indemnify and hold R&C Bradley, LLC harmless from liability resulting from the negligent acts or omissions of R&C Bradley,

LLC, its agents or employees pertaining to the activities to be carried out pursuant to the terms of this Agreement; provided, however, that City of Deer Park shall not hold R&C Bradley harmless from claims arising out of the negligence or willful malfeasance of R&C Bradley, its officers, agents, or employees, or any person or entity not subject to R&C Bradley's supervision or control.

VI. ACCEPTANCE AND APPROVAL SIGNATURES

This Contract is hereby acknowledged by the following authorized representative of R&C Bradley, LLC and City of Deer Park:

City of Deer Park:

Signed: _____

Printed Name: _____

Title: _____

Date: _____

R&C Bradley, LLC

Signed: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 1

SCOPE OF SERVICES

1. Dr. Bradley will provide a portion of his professional time to this project to perform the duties outlined in 22 TAC § 197.3 "Off-Line Medical Director." Dr. Bradley will provide an approximate average of 2-3 hours per week for the purposes of fulfilling the obligations under this contract and scope of services. This time commitment will be calculated on a quarterly basis, with a minimum of 24 hours per calendar-year quarter.
2. The Medical Director will establish specific minimum criteria for training, experience and knowledge that each of the DPFED EMS personnel employed by and/or volunteering with DPFED under the Medical Director's supervision, regardless of the level of state certification or licensure, is required to meet. Once the Director has determined that a person has met these minimums, he will issue a Memorandum of Approval to Render Care to each person with a copy to DPFED.
3. The Medical Director will direct an effective system audit and quality assurance program.
 - a. Working with DPFED administration, the Medical Director will establish a written protocol for an effective quality assurance program.
 - b. The protocol will establish criteria for compliance with field performance guidelines.
 - c. The protocol will provide specific procedures for monitoring criteria for compliance with field performance guidelines.
 - d. Working with DPFED administration, he will determine standards and objectives for medically related aspects of operations of the fire department.
 - i. These will include mixed indicators of performance, such as compliance with section 5.3 of NFPA 1710, the NHTSA Emergency Medical Services Performance Measures, and specific evaluation of tracer conditions such that have high and potential for improved outcomes.
 - ii. The Medical Director will ensure that these outcome measures are regularly evaluated and reported to the City of Deer Park. The Medical Director will ensure that trends are evaluated and tracked and will implement corrective action as necessary to improve outcomes.
 - e. The protocol will include a comprehensive mechanism for management of patient care incidents, including patient complaints, allegations of substandard care, and deviations from established protocols and patient care standards. It will also establish specific types of incidents that would result in remedial or corrective measures for DPFED personnel, in conjunction with local administration, which may include, but are not limited to, counseling, retraining, testing, probation, field preceptorship, and/or suspension from approval to render care for due cause pending review and evaluation.
4. The Medical Director will establish and monitor training guidelines that meet or exceed the minimum standards set forth in the Texas Department of State Health Services EMS certification regulations.

- a. He will assist in developing the monthly EMS drills (to be presented by EMS personnel), and will periodically (at least semi-annually) deliver training sessions, whether these are part of the monthly drill schedule or other continuing education (CE) needs
 - b. He will identify individual cases that should be reviewed with personnel
- 5. The Medical Director will develop, implement, and regularly revise and review EMS Protocols and Standing Delegation Orders governing prehospital care and medical aspects of patient triage, transfer, dispatch, extrication, rescue and radio-telephone-telemetry communication by DPFD. Other components of these protocols shall:
 - a. Establish the circumstances under which a patient might not be transported;
 - b. Establish the circumstances under which a patient may be transported against his or her will in accordance with state law, including approval of appropriate procedures, forms, and a review process; and
 - c. Establish criteria for selection of a patient's destination.
- 6. The Medical Director will serve as the primary liaison between the DPFD administration and the local medical community. In order to ascertain and be responsive to the needs of each, he will meet for this purpose at least semi-annually with medical directors from local emergency departments.



Legislation Details (With Text)

File #: AGR 21-037 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 8/30/2021 **In control:** City Council
On agenda: 9/7/2021 **Final action:**
Title: Consideration of and action on approving a revised Exhibit A to the professional service agreement with Brinkley Sargent Wiginton Architects for architectural services in connection with the design of the new Community/Recreation Center and Pool House Project.

Sponsors:

Indexes:

Code sections:

Attachments: [Revised Exhibit A from 2021.08.12 B101-2017 Final.rev082621](#)

Date	Ver.	Action By	Action	Result
9/7/2021	1	City Council		

Consideration of and action on approving a revised Exhibit A to the professional service agreement with Brinkley Sargent Wiginton Architects for architectural services in connection with the design of the new Community/Recreation Center and Pool House Project.

Summary:

At the August 17, 2021 City Council meeting, the Council approved a professional service agreement with Brinkley Sargent Wiginton Architects for architectural services in connection with the design of the new Community/Recreation Center and Pool House Project.

Exhibit A to the agreement pertains to "Services and Compensation." The services and total amount of compensation of \$3,715,668 remains unchanged. However, in the 4-page detailed listing of services and compensation in Exhibit A, two (2) of the dollar amounts need to be revised as follows:

- Page 2. - B. SUPPLEMENTAL SERVICES FOR RECREATION & AQUATIC IMPROVEMENTS: Should be \$848,690 instead of \$875,824.
- Page 2- B.1. EXTENDED CONSTRUCTION ADMINISTRATION: Should be \$346,824 instead of \$320,824.

Again, this does not affect the total compensation amount of \$3,715,668 that was previously approved which remains the same.

A copy of the revised Exhibit A is attached.

Fiscal/Budgetary Impact:

Funding will come from the Certificates of Obligation to be paid by Type B revenues and from a portion of Type B Fund Balance.

Approve the proposed revised Exhibit A to the professional services agreement with Brinkley Sargent Wiginton Architects for architectural services in connection with the design of the new Community/Recreation Center and Pool House project.

EXHIBIT A

ARCHITECTURAL SERVICES PROPOSAL

CITY OF DEER PARK

DEER PARK COMMUNITY & RECREATION CENTERS

SERVICES AND COMPENSATION

11.2.1 A/E BASIC AND SUPPLEMENTAL SERVICES INCLUDED IN THE CONTRACT SCOPE OF WORK.

PROJECT DESCRIPTION

The project will be located on a tract of land located in Dow Park and will have two main components. The anticipated construction cost is approximately \$35.6M. Fee determination is based on substantially designing both phases simultaneously, yielding an adjusted value basis of \$33.2M. This does not include FF&E costs or owner costs. The construction costs covers:

- A new Community Center (Phase 1) of ~12,000 SF next to existing City Hall.
- Demolition and construction of a new Recreation Center (Phase 2) of ~ 48,000 SF including a gymnasium, fitness room, multipurpose rooms, indoor therapy pool and related support spaces.
- Demolition and construction of a new bathhouse, and renovations to the existing pool.
- Refer to Exhibit A for the project Concept Plan.
- Architectural services for Phase 1 will be delivered continuously through completion.
- Architectural services for Phase 2 will be simultaneous with Phase 1 through 95% Construction Documents. It will then be restarted at a mutually agreed upon time and continue to completion.
- Project delivery method will be Construction Manager at Risk (CMAR).

A. BASIC A/E SERVICES FOR RECREATION & AQUATIC IMPROVEMENTS: \$2,786,978

Basic Services Includes:

- Architecture
- Structural Engineering
- MEP Engineering
- CMAR coordination, and project management assistance
- Fees to be billed monthly by percent as follows:

i. Schematic Design	15%
ii. Design Development	25%
iii. Construction Documents	35%
iv. Bidding/Negotiations	5%
v. Construction Administration	20%

The estimated Construction Budget (~\$35.6M) may be adjusted from time to time by City of Deer Park's authorization. (Total Project budget for recreation center and aquatic center improvements is (\$40.2M). The Architect will receive no adjustment in the fixed fee should the actual accepted construction bid amount vary from the budget and subsequently be approved by the city unless it is a result from additions to the program areas. Should the City increase the construction budget because of increased areas the Architect will receive a fee adjustment equal to 6.0% of the budget increase. This adjustment shall occur at completion of Approved Design Development estimates.

B. SUPPLEMENTAL SERVICES FOR RECREATION & AQUATIC IMPROVEMENTS:
\$ 848,690

1. **EXTENDED CONSTRUCTION ADMINISTRATION : \$346,824**
Provide extended construction administrative services due to the phased approach to constructing the Project. This includes all architectural and engineering fees, including structural, MEP, technology and civil related fees. Should the construction schedule extend substantially beyond the anticipated total duration (reference Exhibit D), due in no fault of the Architect, additional fees will be assessed at a rate of \$10,000 per month.
2. **AQUATICS CONSULTANT: \$52,200**
Aquatics consultant shall program, design, engineer and provide construction administration support for indoor and outdoor aquatic components of this project. Indoor aquatics is generally defined as swimming pool layout and dimensions, recirculation, filtration and disinfection systems, detailing, pool finishes and specification of related equipment. Outdoor aquatics scope is as recommended in January 2019 report by C.T. Brannon Corporation. Fee assumes one (1) new body of water indoors and renovations to the existing exterior facilities.
3. **CIVIL ENGINEERING SERVICES: \$110,000**
Civil engineer will provide design and construction administrative services including documentation for site phasing, demolition, grading, paving, water & wastewater utilities, franchise utility coordination, site drainage, erosion control, and permitting.
4. **SITE SURVEY: \$19,600**
Survey consultant shall provide site survey including ALTA site boundary, topographic survey at 6-inch intervals, observable locations of existing water, sewer, storm and franchise utilities, Dig Tess markings of subsurface utilities and trees.
5. **STORM WATER POLLUTION PREVENTION PLAN (SWPPP): \$5,000**
Civil engineer shall provide SWPPP in accordance with TECQ and City of Deer Park standards. The contractor shall be responsible for permit application, use and adjustment to the SWPPP per the terms of their permits.
6. **TRAFFIC STUDY: \$25,000**
Consultant shall provide a Traffic Impact Analysis (TIA) and a Traffic Control Plan (TCP). Analysis will include collecting existing traffic counts and projected trip generations related to the project, documentation, and any resulting recommendations as required by the City of Deer Park. Control plans for use during construction will be developed with City and Contractor involvement.
7. **LANDSCAPE AND IRRIGATION DESIGN: \$23,500**
Landscape architect shall provide landscape and irrigation design and construction administrative services, including site phasing and pedestrian hardscape areas.
8. **ACOUSTICAL CONSULTANT (allowance): \$5,500**
Prepare acoustical treatment recommendations for gymnasium and meeting rooms, and any other sensitive spaces. Provide HVAC noise review and abatement design as necessary.

9. COMMISSIONING : \$48,000
Engineering consultant will serve as the Commissioning Agent (CxA) for building MEP systems, only as required for 2018 IECC compliance.
10. TELECOM SYSTEMS DESIGN: \$27,000
Consultant will provide planning and design of telecommunications infrastructure, including telecom service provider coordination, room layouts, racks, horizontal cabling, raceways, and terminations. IP-enabled devices will be by Owner.
11. SECURITY SYSTEMS DESIGN: \$17,000
Consultant will provide planning and design of security system, including access controls, intrusion detection, video surveillance, and related support infrastructure.
12. AUDIO/VISUAL SYSTEMS DESIGN: \$28,000
Consultant will provide planning and design of audio/visual systems, including video signal distribution and presentation systems, distributed audio public address, digital signage systems, and related support infrastructure.
13. ACCESSIBILITY CONSULTING SERVICES: \$6,260
Review of documents by state Registered Accessibility Specialist for conformance, Site visits for substantial completion of each phase and final state required inspection are included. All State of Texas required submittal fees are included in this contract. Architect will coordinate all submittals with owner.
14. AS-BUILT DOCUMENTS: \$23,100
Prepare a set of Reproducible drawings showing significant changes in the work during construction from data furnished by Contractor.
15. INTERIOR DESIGN SERVICES: \$40,000
Provide all Interior Design services including finish selection, three presentation to owner representatives including some renderings of interior design spaces, specifications of all finishes, coordination of cost of selections to match budgets for materials and installation and submittal review services.
16. FURNITURE & EQUIPMENT SELECTION AND PROCUREMENT: \$35,000
Provide and assist in the space planning, selection and coordination of finish selections for all furnishings.
17. COST ESTIMATING SERVICES: (Included in basic services)
Services include providing required information to CMAR for their use in developing schematic, design development and 50% construction development estimates of cost of work. This also includes reviewing all CMAR estimates at these various levels for work to ensure all estimates reflect the design intent and quantities of work. This also provides a benchmark for clear scope pricing and cost management decisions through the design process including review of CMAR's final GMP.
18. ARCHITECTURAL COORDINATION AND MANAGEMENT OF SUPPLEMENTAL SERVICES: \$36,706
Coordinate above supplementary consultants' work with project. Manage their efforts and payment of overhead for this work.

C. OPTIONAL ADDITIONAL SERVICES

1. SUBSURFACE UTILITY EXPLORATION (SUE): \$35,000
If deemed necessary expose certain utilities within the limits of the Subject Site portion of this agreement using SUE methods and collect survey data on their exposed location. This information would be used during civil engineering design.
2. SEPARATE INSTRUMENT EASEMENTS (if required): \$1,500
If deemed necessary, prepare a metes and bounds description and sketch showing the location and dimensions for one proposed easement. Fee is per each.

SUMMARY OF PROFESSIONAL FEES:

A.	Basic A/E Services	\$2,786,978
B.	Supplemental Services as Basic Services	\$848,690
C.	Optional Additional Services (\$36,500)	
D.	Estimated Reimbursable Cost	<u>\$80,000</u>
<u>TOTAL PROFESSIONAL CONTRACT</u>		<u>\$3,715,668</u>

CLARIFICATIONS

1. Proposal assumes project site does not require re-zoning.
2. Platting is excluded.
3. Geotechnical recommendations and material testing will be provided by the Owner.
4. Environmental assessment and abatement engineering will be provided by Owner.
5. Drainage retention/detention study and engineering is excluded.



Legislation Details (With Text)

File #:	PUR 21-017	Version:	1	Name:	
Type:	Purchase	Status:		Agenda Ready	
File created:	8/25/2021	In control:		City Council	
On agenda:	9/7/2021	Final action:			
Title:	Consideration of and action on authorization to purchase from Vaught Services, LLC (A Vortex Companies) through the TIPS Cooperative Purchasing Program to perform the Sanitary Rehabilitation of Oklahoma Ave., New Orleans St., Tulsa St., and Atlanta St. in the Deer Meadows Subdivision Section 2.				
Sponsors:	Public Works				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
9/7/2021	1	City Council		

Consideration of and action on authorization to purchase from Vaught Services, LLC (A Vortex Companies) through the TIPS Cooperative Purchasing Program to perform the Sanitary Rehabilitation of Oklahoma Ave., New Orleans St., Tulsa St., and Atlanta St. in the Deer Meadows Subdivision Section 2.

Summary:

The project will consist of Pipe bursting approximately 5500 LF of 8" sanitary pipe on Oklahoma Ave., New Orleans St., Tulsa St., and Atlanta St. and rehabilitation of 15 manholes. The cost of the project totals \$565,676.00. This section of the Deer Meadows Subdivision has had several pipe collapses over the last few weeks. The rehabilitation will help reduce residential sewer problems in the subdivision and prevent I&I (inflow and infiltration) reaching the Sewer plant.

Fiscal/Budgetary Impact:

This project is funded through the CIP Water/Sewer (Fund 513)

Staff recommends approval.



Legislation Details (With Text)

File #: RES 21-246 **Version:** 1 **Name:**
Type: Resolution **Status:** Agenda Ready
File created: 9/2/2021 **In control:** City Council
On agenda: 9/7/2021 **Final action:**
Title: Consideration of and action on a resolution to adopt a paid quarantine leave policy for paid peace officers, jailers/detention officers, emergency medical technicians, and fire fighters pursuant to HB 2073.

Sponsors:

Indexes:

Code sections:

Attachments: [HB02073F \(4\)](#)
[Quarantine Paid Leave Reimbursement Request Form 8 26 2021 \(003\)](#)

Date	Ver.	Action By	Action	Result
9/7/2021	1	City Council		

Consideration of and action on a resolution to adopt a paid quarantine leave policy for paid peace officers, jailers/detention officers, emergency medical technicians, and fire fighters pursuant to HB 2073.

Summary:

House Bill 2073 was signed into law by the governor on June 15, 2021. The bill requires a city to adopt a paid quarantine leave policy for paid peace officers, detention officers, emergency medical technicians, and fire fighters (as applicable for each city) who are employed by, appointed by, or elected to one of those positions. The policy comes into effect when someone who holds one of those positions is ordered by a supervisor or local health authority to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty. The policy is a stand-alone mandate that is unrelated to workers' compensation benefits.

The bill states that the governing body of a political subdivision shall develop and implement this policy.

Attached is a copy of HB 2073 and a proposed resolution containing the policy.

Fiscal/Budgetary Impact:

Unknown at this time.

Approve the resolution.

AN ACT

relating to quarantine leave for fire fighters, peace officers, detention officers, and emergency medical technicians employed by, appointed by, or elected for a political subdivision.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. The heading to Chapter 180, Local Government Code, is amended to read as follows:

CHAPTER 180. MISCELLANEOUS PROVISIONS AFFECTING OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF [~~MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER~~] LOCAL GOVERNMENT [~~GOVERNMENTS~~]

SECTION 2. Chapter 180, Local Government Code, is amended by adding Section 180.008 to read as follows:

Sec. 180.008. PAID QUARANTINE LEAVE FOR FIRE FIGHTERS, PEACE OFFICERS, DETENTION OFFICERS, AND EMERGENCY MEDICAL TECHNICIANS. (a) In this section:

(1) "Detention officer" means an individual appointed or employed by a political subdivision as a county jailer or other individual responsible for the care and custody of individuals incarcerated in a county or municipal jail.

(2) "Emergency medical technician" means an individual who is:

(A) certified as an emergency medical technician under Chapter 773, Health and Safety Code; and

(B) employed by a political subdivision.

1 (3) "Fire fighter" means a paid employee of a
2 municipal fire department or emergency services district who:

3 (A) holds a position that requires substantial
4 knowledge of fire fighting;

5 (B) has met the requirements for certification by
6 the Texas Commission on Fire Protection under Chapter 419,
7 Government Code; and

8 (C) performs a function listed in Section
9 143.003(4)(A).

10 (4) "Health authority" has the meaning assigned by
11 Section 121.021, Health and Safety Code.

12 (5) "Peace officer" means an individual described by
13 Article 2.12, Code of Criminal Procedure, who is elected for,
14 employed by, or appointed by a political subdivision.

15 (b) The governing body of a political subdivision shall
16 develop and implement a paid quarantine leave policy for fire
17 fighters, peace officers, detention officers, and emergency
18 medical technicians who are employed by, appointed by, or elected
19 for the political subdivision and ordered to quarantine or isolate
20 due to a possible or known exposure to a communicable disease while
21 on duty.

22 (c) A paid quarantine leave policy must:

23 (1) provide that a fire fighter, peace officer,
24 detention officer, or emergency medical technician on paid
25 quarantine leave receive:

26 (A) all employment benefits and compensation,
27 including leave accrual, pension benefits, and health benefit plan

1 benefits for the duration of the leave; and

2 (B) reimbursement for reasonable costs related
3 to the quarantine, including lodging, medical, and transportation;
4 and

5 (2) require that the leave be ordered by the person's
6 supervisor or the political subdivision's health authority.

7 (d) A political subdivision may not reduce a fire fighter's,
8 peace officer's, detention officer's, or emergency medical
9 technician's sick leave balance, vacation leave balance, holiday
10 leave balance, or other paid leave balance in connection with paid
11 quarantine leave taken in accordance with a policy adopted under
12 this section.

13 SECTION 3. This Act takes effect immediately if it receives
14 a vote of two-thirds of all the members elected to each house, as
15 provided by Section 39, Article III, Texas Constitution. If this
16 Act does not receive the vote necessary for immediate effect, this
17 Act takes effect September 1, 2021.

H.B. No. 2073

President of the Senate

Speaker of the House

I certify that H.B. No. 2073 was passed by the House on April 7, 2021, by the following vote: Yeas 146, Nays 0, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 2073 on May 28, 2021, by the following vote: Yeas 146, Nays 0, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 2073 was passed by the Senate, with amendments, on May 26, 2021, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

Quarantine Paid Leave Reimbursement Request

Employee Name: _____

Position: _____

Date of Exposure: _____ Type of Exposure: _____

Explain the circumstances of the exposure:

List of employees you were in contact with for 15 minutes or more within a 24 hour period after exposure:

Can you stay at home or do you need lodging?

HR notes or comments:

It is my understanding that I am eligible for quarantine paid leave under the quarantine paid leave policy that was signed into law on June 15, 2021. I understand that I will receive paid leave at my regular rate of pay for the period of time that I will have to quarantine. I understand that it is my responsibility to notify the city of this exposure within a 24 hour time frame and failure to do so may result in disciplinary action. I understand and agree that all of this information provided in this form is accurate to the best of my knowledge.

Employee Signature: _____

Date: _____

Dept. Head/Director Signature: _____

Date: _____

Authorized HR Signature: _____

Date: _____

Authorized City Manager Signature: _____

Date: _____

Testing Results

Date of Testing: _____

Date of Quarantine: _____

☐

Positive

☐

Negative

☐

Inconclusive



Legislation Details (With Text)

File #: ORD 21-076 **Version:** 2 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 8/31/2021 **In control:** City Council
On agenda: 9/7/2021 **Final action:**
Title: Consideration of and action on an Ordinance Amending Chapter 94, Section 94-1 of City Code pertaining to Obstructions and Encroachments and Amended Traffic Regulations
Sponsors: Jim Fox, City Manager's Office, Office of the Mayor
Indexes:
Code sections:
Attachments: [Section 94-1 Obstructions and Encroachment-08-2021](#)

Date	Ver.	Action By	Action	Result
9/7/2021	2	City Council		

Consideration of and action on an Ordinance Amending Chapter 94, Section 94-1 of City Code pertaining to Obstructions and Encroachments and Amended Traffic Regulations

Summary:

With this action, Council is amending City Code to strengthen requirements which call for property owners to maintain growth in the rights-of-way located between the edge of their property and the curb. The new Section C denotes property owner responsibility for this, and reads as follows:

- (c) Any existing trees, shrubs, plants, grass or other vegetation in the right-of-way between the abutting property owner's lot and the edge of the street shall be maintained by the abutting property owner.

This new verbiage was crafted by City Attorney Jim Fox.

Fiscal/Budgetary Impact:

N/A

Approval is recommended.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 94, SECTION 94-1, OBSTRUCTIONS AND ENCROACHMENTS OF THE CODE OF ORDINANCES OF THE CITY OF DEER PARK, TEXAS, PROVIDING FOR AMENDED TRAFFIC REGULATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY.

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

1. The City Council of the City of Deer Park, Texas hereby finds again and now as set forth in Chapter 94, Section 94-1 of the Code of Ordinances of said City, adopted September 15, 2015 shall be amended as follows:

- (a) It shall be unlawful for any person to erect, place, build, construct or maintain any fence, barricade, gate, pole, post, sign, building or other obstruction or encroachment upon any public street, or any portion of a public street within the city, or to cause any of such things to be done except as authorized in this Code. The enumeration of certain types of obstructions and encroachments shall not limit the scope and effect of this section, but the enumeration of certain types of obstructions and encroachments shall be construed to prohibit and forbid every type and kind of obstruction or encroachment upon any public street, of whatever nature or character.
- (b) It shall be unlawful to plant any tree, shrub or plant, other than grass, upon any public street right-of-way or easement within the city.
- (c) Any existing trees, shrubs, plants, grass or other vegetation in the right-of-way between the abutting property owner's lot and the edge of the street shall be maintained by the abutting property owner.
- (d) It shall be unlawful for every owner of any building, lot, parcel of land, grounds, yard, or any other place or portion thereof in the city to allow any tree, shrub, vine, palm or any similar plant of any description or kind to be grown, maintained or cultivated on private

property in such a manner that any portion of such tree, shrub, vine, palm or any similar plant may overhang or obtrude upon or cover any sidewalk, city right-of-way or easement in the city, unless there is eight feet of clearance, or any street in the city, unless there is fourteen feet of clearance, between the surface of all portions of such sidewalk or street and the overhanging tree, limb, shrub, vine, palm or plant.

- (e) It is unlawful for any owner or occupant to willfully refuse to remedy any condition referred to in subsections (c) and (d) of this section, after notice thereof as provided in such section.
- (f) Upon such failure, a code enforcement officer of the city may order such work done by the city, or cause the work to be done by a private contractor. If a private contractor is used, the city shall pay for the work. Any expense the city has incurred in doing or having such work done or improvements made, as heretofore set out, shall be charged to the owner or occupant of such property. The expenses shall be billed with the tax statement to the owner or occupant. In addition, the expenses thereof may be assessed against the real estate or lots upon which such expense is incurred. This shall be done by filing with the county clerk a statement of such expenses signed by the mayor or health officer, as provided for in V.T.C.A., Health and Safety Code § 342.007. The city shall have a privileged lien upon such property inferior only to tax liens and liens for street improvements to secure the expenditure so made and ten percent interest on the amount from the date of such work. The city may institute suit and recover such expense and foreclose such lien in any court of competent jurisdiction and the statement so filed with the county clerk or a certified copy thereof shall be prima facie proof of the amount expended in any such work or improvements to remedy such condition or remove any such matter. This section is cumulative of all other ordinances on the same subject.

2. This Ordinance applies only to offenses committed on or after its effective date, and an action for an offense committed before this Ordinance's effective date is governed by the Ordinance existing before the effective date, which Ordinance is to be continued in effect for this purpose as if this Ordinance were not in force.

3. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

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

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

Mayor, City of Deer Park

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 21-075 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 8/26/2021 **In control:** City Council

On agenda: 9/7/2021 **Final action:**

Title: Consideration of and action on results of public hearing and a proposed ordinance adopting the City's Juvenile Curfew.

Sponsors:

Indexes:

Code sections:

Attachments: [Juvenile Curfew-2021-08-2021](#)

Date	Ver.	Action By	Action	Result
9/7/2021	1	City Council		

Consideration of and action on results of public hearing and a proposed ordinance adopting the City's Juvenile Curfew.

Summary:

The City of Deer Park previously enacted a juvenile curfew ordinance, which is set to expire this summer. The Police Department recommends Council renew adoption of this ordinance for an additional three (3) year period. Per State law, prior to doing this, Council must hold two (2) public hearings in which Council takes steps to, "review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy."

Fiscal/Budgetary Impact:

Both Public Hearings have been held. Approval.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DEER PARK CONTINUING THE CITY'S CURFEW FOR MINORS ORDINANCE.

WHEREAS two public hearings before the City Council were set for 7:30 p.m. on August 17, 2021 and September 7, 2021, to review the need to continue the Curfew Ordinance;

WHEREAS, the City Council has reviewed the Curfew Ordinance's effects on the community and heard any problems with the Curfew Ordinance in the above referenced public hearing as required by Section 370.002 of the Texas Local Government Code, **NOW THEREFORE**,

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

Section 1. That the Curfew Ordinance for the City of Deer Park as codified, **IS HEREBY CONTINUED UNCHANGED BY THE CITY OF DEER PARK EXCEPT THAT THE DEFINITION OF A MINOR IN 62-90 SHALL BE REMOVED AS IT CONFLICTS WITH THE OTHER INFORMATION IN ARTICLE IV:**

Section 2. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

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

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 21-074 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 8/25/2021 **In control:** City Council

On agenda: 9/7/2021 **Final action:**

Title: Consideration of and action on an ordinance adopting the Standards of Care for the All Star Activity Program for 2021-2022 DPISD school year.

Sponsors:

Indexes:

Code sections:

Attachments: [Standards of After School Care-2021-08-2021 Ord.](#)
[Deer Park All Star Activity Program standards of care - Finalapproved101519](#)

Date	Ver.	Action By	Action	Result
9/7/2021	1	City Council		

Consideration of and action on an ordinance adopting the Standards of Care for the All Star Activity Program for 2021-2022 DPISD school year.

The standards of care is integrated into the Deer Park Parks and Recreation Department All Star Activity Program guidelines.

None

Approve ordinance adopting Standards of Care for the All Star Activity Program for 2021-2022 DPISD school year.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DEER PARK ADOPTING STANDARDS OF CARE FOR THE CITY'S AFTER SCHOOL PROGRAM.

WHEREAS, the City of Deer Park has a long history of providing youth programs that contribute to the overall well being of Deer Park youth and families; and

WHEREAS, a hearing before the City Council was set for 7:30 p.m. on the 7th day of **September, 2021**, such date being at least seven (7) days after publication of the notice of such public hearing;

WHEREAS, the intent of the City is to adopt Standards of Care for its After School Program that fulfill the requirements of Section 42.041 of the Texas Human Resources Code;

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

Section 1. The Standards of Care for the City of Deer Park's After School Program as set out on Exhibit "A", which are incorporated herein by reference for all intents and purposes, **ARE HEREBY ADOPTED BY THE CITY OF DEER PARK:**

Section 2. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

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

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Deer Park All Star Activity Program

Standards of Care

The following Standards of Care have been adopted by the City Council of the City of Deer Park, Texas to comply with Senate Bill 212 as approved by the Texas Legislature during the 74 legislative session. The Standards of Care are intended to be minimum standards by which the City of Deer Park Parks and Recreation Department will operate the City's All Star Activity Program. The program operated by the City of Deer Park is a recreation based program. The program is exempt from Child Care Licensing Regulation under Title 40 Texas Administrative Code §745.115. It is not considered to be a certified day care or after school program.

General Administration

1. Organization

- a. The governing body of the City of Deer Park All Star Activity Program is the Deer Park City Council.
- b. Implementation of the All Star Activity Program Standards of Care is the responsibility of the Parks and Recreation Department Director and departmental employees.
- c. Each All Star Activity Program site will have available for the public and staff review a current copy of the Standards of Care.
- d. Parents of participants will be provided a current copy of the Standards of Care during the registration process. This information can be found located within the Parent Handbook.
- e. Criminal background checks will be conducted on prospective All Star Activity Program employees. If results of that criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment.
 - i. A felony or a misdemeanor classified as an offense against a person or family.

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- ii. A felony or misdemeanor classified as public indecency.
- iii. A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance.
- iv. Any offense involving moral turpitude.
- v. Any offense that would potentially put the City of Deer Park at risk.

2. Inspections/Monitoring/Enforcement

- a. Inspection report(s) will be initiated by the Coordinator of the program to confirm the Standards of Care are being adhered to.
 - i. Inspection report(s) will be sent within 24 hours to the Recreation Supervisor by the Coordinator if any Standards of Care are not being met. This information will be reviewed and kept on record for at least two years.
 - ii. The Coordinator, Recreation Supervisor, and when applicable, the Director will review the report(s) and establish deadlines and criteria for compliance with the Standards of Care.
- b. The Recreation Supervisor will make visual inspections of the Program based on the following schedule.
 - i. Each All Star Activity Program site will be inspected bimonthly.
- c. Complaints regarding enforcement of the Standards of Care will be directed to the Coordinator. The Coordinator will be responsible to take the necessary steps to resolve the problems. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded by the Coordinator. Serious complaints regarding enforcement of the Standards of Care will be addressed by the Director and the complaint and the resolution will be noted.

3. Enrollment

- a. Before a child can be enrolled, the parents must sign registration forms that contain the child's:
 - i. Name, address, home telephone number
 - ii. Name and address of parents and telephone during program hours
 - iii. The names and telephone numbers of people to whom the child can be released
 - iv. A statement of the child's special needs
 - v. Emergency medical authorization
 - vi. Proof of residency when appropriate
 - vii. A liability waiver

4. Suspect abuse

- a. Program employees will report suspected child abuse in accordance with the Texas Family Code. In a case where a city employee involved in an incident with a child that could be construed as child abuse, the incident must be reported

immediately to the Recreation Supervisor. The Coordinator or the Recreation Supervisor will immediately notify the Police Department and any other agency as may be appropriate.

Staffing – Responsibilities and Training

5. All Star Activity Program Coordinator Qualifications

- a. Coordinators will be full-time, professional employees of the Deer Park Parks and Recreation Department and will be required to have all Program Leader qualifications as outlined in Section of this document.
- b. Coordinators must be at least 21 years of age.
- c. Coordinators must have at least an Associate's degree from an accredited college or university. Acceptable degrees include:
 - i. Recreation Administration or General Recreation
 - ii. Physical Education
 - iii. Any other comparable degree plan that would lend itself to working in a public recreation environment.
- d. Coordinators must have two years experience planning and implementing recreation activities.
- e. Coordinators must be able to pass a background investigation including testing for illegal substances.
- f. Coordinators must have successfully completed a course in first aid and Cardio Pulmonary Resuscitation (CPR) based on American Red Cross Standards or American Heart Association.
- g. Coordinators must be able to furnish proof of a clear tuberculosis test upon request.

6. Coordinator's Responsibilities

- a. Coordinators are responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.
- b. Coordinators are responsible to recommend for hire, supervise, and evaluate Leaders.
- c. Coordinators are responsible to plan implement, and evaluate programs.

7. All Star Activity Program

- a. Leaders will be part-time employees of the Parks and Recreation Department.
- b. Staff working with children must be age 16 or older, however, each site will have at least one employee 18 years old or older present at all times.
- c. Leaders should be able to consistently exhibit competency, good judgement, and self-control when working with children.
- d. Staff must relate to children with courtesy, respect, tolerance, and patience.

- e. Leaders must have successfully completed a course in first aid and Cardio Pulmonary Resuscitation (CPR) based on American Red Cross Standards or American Heart Association. An exception can be made for no more than one staff person at each site, and that person shall successfully complete a first aide and CPR course within four weeks of starting work.
 - f. Each Leader applicant must be able to furnish proof of a clear tuberculosis test upon request.
 - g. Leader must pass a background investigation including testing for illegal substances.
- 8. Leader Responsibilities**
- a. Leaders will be responsible to provide participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.
 - b. Leaders will be responsible to know and follow all City, Departmental, and Program standards, policies, and procedures that apply to the Deer Park All Star Activity Program.
 - c. Leaders must ensure that participants are released only to a parent or an adult designated by the parent. All Program sites will have a copy of the Department approved plan to verify the identity of a person authorized to pick up a participant if that person is not known to the Leader.
- 9. Training/Orientation**
- a. The Department is responsible to provide training and orientation to Program employees in working with children and for specific job responsibilities. Coordinators will provide each Leader with a Program manual specific to each Youth Program.
 - b. Leaders must be familiar with the Standards of Care for the All Star Activity Program operation as adopted by the City Council.
 - c. Program employees must be familiar with the Program's policies including discipline, guidance, and release of participants as outlined in the Program Manual.
 - d. Program employees will be trained in appropriate procedures to handle emergencies.
 - e. Program employees will be trained in areas including City, Departmental, and Program policies and procedures; provision of recreation activities; safety issues; child psychology; and organization.
 - f. Program employees will be required to sign an acknowledgement that they received the required training.

Operations

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10. Staff-Participant Ratio

- a. In the Deer Park All Star Activity Program; the standard ratio of participants to Leaders is 15 to 1. In the event a Leader is unable to report to the Program site, a replacement will be assigned.
- b. Each participant should have a Program employee who is responsible for him or her and who is aware of details of the participant's habits, interests, and any special problems as identified by the participant's parent during the registrations process.

11. Discipline

- a. Program employees will implement discipline and guidance in a consistent manner based on the best interest of Program participants.
- b. There must be no cruel or harsh punishment or treatment.
- c. Program employees may use brief, supervised separation from the group if necessary.
- d. As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign participant discipline reports to indicate they have been advised about a specific problem or incidents.
- e. A sufficient number and/or severe nature of discipline reports as detailed in the Program manual may result in a participant being suspended from the Program.
- f. In instances where there is a danger to participants or staff, offending participants will be removed from the Program as soon as possible.

12. Programming

- a. Program employees will attempt to provide activities for each group according to the participants' ages, interests, and abilities. The activities must be appropriate to participants' health, safety, and well-being. The activities also must be flexible and promote the participants' emotional, social, and mental growth.
- b. Program employees will attempt to provide indoor and outdoor time periods to include:
 - i. Alternating active and passive activities.
 - ii. Opportunity for individuals and group activities.
 - iii. Outdoor time throughout the week weather permitting.
- c. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program.
 - i. During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant.
 - ii. Program employees must have a written list of the participants in the group and must check the roll frequently.
 - iii. Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

13. Communication

- a. Each Program site will have a telephone to allow the site to be contacted by Parks and Recreation Department personnel, for use in contacting the Community Center or making emergency calls.
- b. The Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program employees at each site.
 - i. Deer Park ambulance or emergency medical services
 - ii. Deer Park Police Department
 - iii. Deer Park Fire Department
 - iv. The Deer Park Community Center
 - v. Numbers at which parents may be reached.
 - vi. The telephone number for the site itself.
 - vii. All necessary Department Supervisor's telephone numbers.

14. Transportation

- a. Before a participant may be transported to and from City sponsored activities, a transportation form, completed by a parent of the participant, must be filed with the Coordinator.
- b. First aid supplies and a first aide emergency care guide will be available in all Program vehicles that transport children.
- c. All Program vehicles used for transporting participants must have available a 6-BC portable fire extinguisher which will be installed in the passenger compartment of the vehicle and which must be accessible to the adult occupants.

Facility Standards

15. Safety

- a. Program employees will inspect All Star Activity Program sites as needed to detect sanitation and safety concerns that might affect the health and safety of the participants. All maintenance, sanitation, or safety concerns will be reported, via email, to the Coordinator to share with the Recreation Supervisor and Building Maintenance Supervisor. A site report will also be completed by the Program staff and kept on file by the Program Coordinator.
- b. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintenance to protect the health of the participants.
- c. Program equipment and supplies must be safe for the participant's use.
- d. Program employees must have first aid supplies available at each site, during transportation, and for the duration of any off-site activity.
- e. Program air conditioners, electric fans, and heaters must be mounted out of participants' reach or have safeguards that keep participants from being injured.

- f. Program porches and platforms more than 30 inches above the ground must be equipped with railings participants can reach.
- g. All swing seats at Program sites must be constructed of durable, lightweight, relatively pliable material.
- h. Program employees must have first aid supplies readily available to staff in a designated location. Program employees must have an immediately accessible guide to first aid and emergency care.

16. Fire

- a. In case of fire, danger of fire, explosion, or other emergency, Program employees first priority is to evacuate the participants to a designated safe area
- b. The program site will have annual fire inspection by the local Fire Marshall, and the resulting report will detail any safety concerns observed. The report will be shared with the Building Maintenance Supervisor. The report and its information will also be forwarded to the Director who will review and establish deadlines and criteria for compliance should corrections need to be made.
- c. Each Program site must have at least one fire extinguisher approved by the Fire Marshall readily available to all Program employees. The fire extinguisher is to be inspected annually as part of the Fire Marshall's annual fire inspection. A copy of the fire inspection report will be kept on file by the Building Maintenance Supervisor and shared with the Program Coordinator and Recreation Supervisor. Every All Star Activity Program staff members will be trained in the proper use of fire extinguisher.
- d. Fire drills will be initiated at Program sites based on the following schedule.
 - i. All Star Activity Program will conduct a fire drill annually. (Program employees will confer with school staff to ensure that City and school procedures do not conflict.)

17. Health

- a. Illness or Injury
 - i. A participant who is considered to be a health or safety concern to other participants or staff will not be admitted to the Program.
 - ii. Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.
 - iii. Program employees will follow plans to provide emergency care for injured participants or for participants with symptoms of an acute illness as specified in the Program manual.
 - iv. Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.
- b. Program Coordinator or All Star Activity Site Leader will administer medication only if:

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- i. Parent(s) must complete and sign a medication form that provides authorization for staff to dispense medication with details as to times and dosages. The form will include a hold harmless clause to protect the City.
 - ii. Prescription medications are in the original containers labeled with the child's name, a date, directions, and the physician's name. Program staff members will administer the medication only as stated on the label. Program staff will not administered medication after the expiration date.
 - iii. Nonprescription medications are labeled with the child's name and the date the medication was brought to the Program. Nonprescription medication must be in the original container. The Program staff will administer it only according to label direction.
 - iv. Medications dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of the Program employees.
 - v. Injection medicines will be administered by certified All Star Activity Program staff only in the event of an emergency. Parents of children who may require injection medicines must complete medication waiver and make the Program Coordinator aware of their child's requirements.
 - vi. Program employees must ensure medications are inaccessible to participants or if it is necessary to keep medications in the refrigerator (when available), medications will be kept separate from food.
- c. Toilet Facilities
 - i. The Program site will have inside toilets located and equipped so children can use them independently and program staff can supervise as needed.
 - ii. There must be one flush toilet for every 30 children. Urinals may be counted in the ratio of toilets to children, but must not exceed 50% of the total number of toilets.
 - iii. An appropriate and adequate number of lavatories will be provided.
- d. Sanitation
 - i. The Program facilities must have adequate light, ventilation, and heat.
 - ii. The Program must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.
 - iii. Program employees must see that garbage is removed from the buildings daily.