

Sherry Garrison, Council Position 1
Thane Harrison, Council Position 2
Tommy Ginn, Council Position 3

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

James Stokes, City Manager
Gary Jackson, Assistant City Manager



Jerry Mouton Jr., Mayor

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

Ordinance # 3906

Resolution #2017-15

CALL TO ORDER

The 1691st meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Presentation /Recognition of Officer Lars Moe, Paramedic Travis Payne, Paramedic Henry Gonzalez, and EMS Supervisor Captain Andrew Smith along with Citizens Allen Nguyen and David Rodriguez with a "Life Saving Award."

[PRE 17-019](#)

Recommended Action: No action needed. Presentation only.

AWARDING/REJECTING BIDS

2. Awarding bid for the City of Deer Park Messenger.

[BID 17-037](#)

Recommended Action: Award bid to Richmond Printing.

Department: Finance

Attachments: [Bid Tab - Messenger 07.05.17](#)
[Form 1295](#)

3. Award Bid for "Replacement of 10" Force Main at Harris County Flood Control District Unit B112-00-00".

[BID 17-038](#)

Recommended Action: Staff recommends awarding this project to PMG, LLC based of the Engineers recommendation and the low bid.

Department: Public Works

Attachments: [Recommendation of Award](#)

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.

4. Awarding Bid for Center St. & East Blvd. Re-Striping & Marking Project.

[BID 17-040](#)

Recommended Action:

It is the Engineer's recommendation that the City of Deer Park award the bid to Stripes and Stops, CO. This was the lowest qualified bidder for this project.

CONSENT CALENDAR

5. Approval of minutes of budget workshop meeting of June 26, 2017.

[MIN 17-103](#)

Recommended Action:

Approval

Attachments:

[CC_MWB_062617](#)

6. Approval of minutes of joint workshop meeting of July 11 2017.

[MIN 17-102](#)

Recommended Action:

Approval

Attachments:

[CC_MJointSW_071117](#)

7. Approval of minutes of workshop meeting of July 11 2017.

[MIN 17-100](#)

Recommended Action:

Approval

Attachments:

[CC_MW_071117](#)

8. Approval of minutes of regular meeting of July 11 2017.

[MIN 17-101](#)

Recommended Action:

Approval

Attachments:

[CC_MR_071117](#)

9. Authorization to purchase 2017 Ford Explorer for the Parks & Recreation Department.

[PUR 17-015](#)

Recommended Action:

Authorize purchase of 2017 Ford Explorer for the Parks & Recreation Director.

Attachments:

[DEER PARK K7B GB 061717](#)

10. Acceptance of certification of the anticipated Tax Collection Rate.

[ACT 17-033](#)

Recommended Action:

No action required.

Department:

Finance

Attachments:

[Anticipated Collection Rate Tax Year 2017](#)

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.

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.

NEW BUSINESS

11. Consideration of and action on an ordinance amending the Fiscal Year 2016-2017 Water & Sewer Fund Budget. [ORD 17-044](#)

Recommended Action: Approve the ordinance amending the Fiscal Year 2016-2017 Water & Sewer Fund Budget.

Department: Public Works

Attachments: [Ord - Amend Budget FY17 PAX System](#)

12. Consideration of and action on entering into a contract with PAX Water Technologies. [AUT 17-065](#)

Recommended Action: Staff recommends that City Council approve the agreement with PAX Water Technologies.

Department: Public Works

Attachments: [Deer Park TX RCS Technology Exclusivity 5-18-17 \(002\)](#)
[PAX RCS Firm Proposal Deer Park TX Coy Tank_rev1](#)

13. Consideration of and action on a Mutual Aid Fire Protection and Agreement. [AGR 17-032](#)

Recommended Action: Enter into the Mutual Aid Fire Protection and Agreement with parties as identified

Attachments: [Mutual Aid Fire Protection and Agreement](#)

14. Consideration of and action on an ordinance approving the acceptance of a donation of real property from Mr. Dean Lawther. [ACT 17-034](#)

Recommended Action: It is recommended the property be accepted.

Attachments: [Dedication Deed for park from Dean Lawther \(002\)](#)
[Lawther Deed \(July 17\)](#)

15. Consideration of and action on an ordinance calling a public hearing on the proposed FY 2017-2018 Crime Control and Prevention District Budget. [ORD 17-041](#)

Recommended Action: Approve the proposed ordinance.

Department: City Manager's Office

Attachments: [Proposed CCPD Budget - 07.10.17 Revised](#)
[Ord - Call PH CCPD 17-18 Budget](#)

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.

16. Consideration of and action on an ordinance calling a public hearing on the proposed FY 2017-2018 Fire Control, Prevention and Emergency Medical Services District Budget.

[ORD 17-042](#)

Recommended Action: Approve the ordinance.

Department: City Manager's Office

Attachments: [Proposed FCPEMSD Budget - 07.10.17](#)
[Ord - Call PH FCPEMSD 17-18 Budget](#)

17. Consideration of and action on an ordinance amending Section 26-19 (c) of the Code of Ordinances.

[ORD 17-043](#)

Recommended Action: Approval is recommended.

Department: City Manager's Office

Attachments: [Pocket Perry - Lightning Warning System-Outdoor Warning System](#)
[Amend 26-19\(c\) Emergency Management sirens 2017](#)

ADJOURN

Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board
July 14, 2017

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive 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 17-019 **Version:** 1 **Name:**
Type: Presentation **Status:** Agenda Ready
File created: 7/5/2017 **In control:** City Council
On agenda: 7/18/2017 **Final action:**
Title: Presentation /Recognition of Officer Lars Moe, Paramedic Travis Payne, Paramedic Henry Gonzalez, and EMS Supervisor Captain Andrew Smith along with Citizens Allen Nguyen and David Rodriguez with a "Life Saving Award."

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Presentation /Recognition of Officer Lars Moe, Paramedic Travis Payne, Paramedic Henry Gonzalez, and EMS Supervisor Captain Andrew Smith along with Citizens Allen Nguyen and David Rodriguez with a "Life Saving Award."

Presentation /Recognition of Officer Lars Moe and Citizens Allen Nguyen and David Rodriguez with a "Life Saving Award." On the morning of January 3, 2017, Allen and David, both employees of Turbo Services in La Porte, noticed a vehicle driving erratically while they were passing through Deer Park. The vehicle suddenly jumped the curb and came to a stop in a grassy area. Rather than just driving by as numerous other vehicles did, the two stopped to check the driver's welfare. They found 90 year old Lavern Holt behind the wheel unresponsive. They immediately called 911 and then broke a window to gain entry into the vehicle. Allen and David then removed Mr. Holt from the vehicle as Officer Moe arrived on scene, who began performing CPR. A short time later Deer Park EMS arrived on scene and transported Mr. Holt to the hospital with CPR in progress. Mr. Holt was able to recover from the heart problems to the point he was up, moving around and talking with family members before succumbing to an unrelated issue about a week later.

Summary:

Presentation /Recognition of Officer Lars Moe, Paramedic Travis Payne, Paramedic Henry Gonzalez, and EMS Supervisor Captain Andrew Smith along with Citizens Allen Nguyen and David Rodriguez with a "Life Saving Award" from the Deer Park Police Department for their actions in saving the life of Lavern Holt on January 3, 2017.

Fiscal/Budgetary Impact:

None

No action needed. Presentation only.



Legislation Details (With Text)

File #: BID 17-037 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 7/6/2017 **In control:** City Council
On agenda: 7/18/2017 **Final action:**
Title: Awarding bid for the City of Deer Park Messenger.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [Bid Tab - Messenger 07.05.17 Form 1295](#)

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Awarding bid for the City of Deer Park *Messenger*.

Summary: The City recently requested and received bids on the printing of the *Messenger*. The *Messenger* is a 20-page publication that is printed and mailed out on a quarterly basis. A one-year contract from 09/01/17 - 08/31/18 with an option for one additional year will be awarded. Four (4) bids were received as shown on the attached bid tabulation. The City recommends selection of the low bidder, Richmond Printing. The annual cost to the City for the printing of 12,500 copies per quarter (4 issues at 20-pages per issue) is \$19,932. Per the bid specifications, the contract will be for one year with the option to extend the contract for an additional year (4 issues) at the end of the initial term. The City has worked with Richmond Printing in previous years and was completely satisfied with their service.

Current Vendor:

Thomas Printworks

\$5,408 per quarter for an annual total of \$21,632

Proposed Vendor:

Richmond Printing

\$4,983 per quarter for an annual total of \$19,932

Fiscal/Budgetary Impact: The cost of printing the *Messenger* is budgeted in General Government, Account No. 10-105-4305, Printing.

Award bid to Richmond Printing.

BID – “DEER PARK MESSENGER”

Bid Date – July 5, 2017

Name of Contractor/Bidder	20 Pages Per Quarter	24 Pages Per Quarter	28 Pages Per Quarter	Cost for Revisions
Richmond Printing, 5825 Schumacher, Houston, TX 77057	\$4,983.00	\$5,489.00	\$6,683.00	\$15.00 per page after 1st round of proofs
Thomas Printworks, 707 West Road, Houston, TX 77038	\$5,498.89	\$6,236.26	\$7,125.00	\$75.00 each after 1st round of proofs
University of Texas Printing Services, 1851 Cross Point, Suite 1.110, Houston, TX 77054	\$6,579.00	\$7,428.00	\$8,565.00	\$12.50 min. charge for small changes after 2nd round of proofs, \$45 per hour for major changes after 2nd round
TLS Graphics Inc., 1415 Indiana St., South Houston, TX 77587	\$8,832.00	\$9,968.00	\$11,681.00	\$60.00 each after 1st round of proofs

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.

Richmond Printing LLC
Houston, TX United States

Certificate Number:
2017-233234

Date Filed:
07/07/2017

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

Date Acknowledged:

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.

B161804
Printing and mailing services

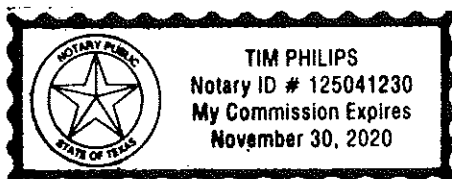
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Javed Gire
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said JAVEED GIRE, this the 11 day of July, 20 17, to certify which, witness my hand and seal of office.

Tim Philips

Signature of officer administering oath

Tim Philips

Printed name of officer administering oath

NOTARY

Title of officer administering oath



Legislation Details (With Text)

File #:	BID 17-038	Version:	1	Name:	
Type:	Bids	Status:		Agenda Ready	
File created:	7/7/2017	In control:		City Council	
On agenda:	7/18/2017	Final action:			
Title:	Award Bid for "Replacement of 10" Force Main at Harris County Flood Control District Unit B112-00-00".				
Sponsors:	Public Works				
Indexes:					
Code sections:					
Attachments:	Recommendation of Award				

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Award Bid for "Replacement of 10" Force Main at Harris County Flood Control District Unit B112-00-00"

Summary:

On May 25, 2017 sealed bids were opened for the "Replacement of 10" Force Main at Harris County Flood Control District Unit B112-00-00" project which will upsize the existing 10" aerial force main to a 12" force main in order to better manage sanitary sewer flow in the area.

Langford Engineering performed the design work on this project. They have reviewed the 5 bids that were received and have recommended award to PMG, LLC for the amount of \$51,463.00.

Attached you will find the letter of recommendation as well as a listing of all bids received.

Fiscal/Budgetary Impact:

At the February 21, 2017 Council meeting, city council approved amending the 2016-2017 Water & Sewer Utility Fund Budget (Fund 40-501-4913), to cover the expense of this project. The funding came from prior year Water & Sewer Fund revenues (Budget Amendment to the FY 2016-2017 W & S Budget).

Staff recommends awarding this project to PMG, LLC based of the Engineers recommendation and the low bid.



June 30, 2017

Honorable Jerry Mouton, Jr, Mayor
and City Council
City of Deer Park
P. O. Box 700
Deer Park, Texas 77536-0700

Subject: Recommendation for Award, City of Deer
Park, Replacement of 10" Force Main at Harris
County Flood Control District Unit B112-00-00
LEI Job No. 209-022, Contract No. 1

Dear Mayor and City Council:

Bids for construction of subject project were received by the City Secretary until 2:00 p.m., Thursday, May 25, 2017, and subsequently opened and read in public in the Mayor's office. Five bids were received on the project; there were no errors in any of the bidders.

The bids in order from low to high with the total amount bid are as follows.

A copy of the bid tabulation is attached.

Bidders	Base Bid: Items #1 thru #9	Supplementary Items: Items a thru f	Total Amount Base Bid (Item Nos. 1 thru No. 9) and Supplementary Items (Items a thru f)
PMG, LLC	\$51,463.00	\$47,703.00	\$99,166.00
Reliance Const. Svs., LLC	\$60,926.20	\$3.00	\$60,929.20
RAC Industries, LLC	\$54,102.00	\$13,250.00	\$67,352.00
T-Construction	\$64,075.00	\$10,200.00	\$74,275.00
MMG Contractors, Inc.	\$86,186.00	\$12,050.00	\$98,236.00

As time of completion was specified as 90 calendar days, time is not a consideration in evaluating the bids.



Honorable Jerry Mouton, Jr, Mayor
and City Council
June 30, 2017
Page 2

The low bidder has furnished a Qualification Statement, Bid Bond, and Financial Statement as required by Instructions to Bidders Section, Article 5 of the Contract Documents. The low bidder's Qualification Statement and references were examined and found to be in order.

Therefore, we recommend that the project entitled "Replacement of 10" Force Main at Harris County Flood Control District Unit B112-00-00, LEI Job No. 209-022, Contract No. 1" be awarded to PMG, LLC, on the basis of their low base bid in the amount of Fifty-One Thousand Four Hundred Sixty-Three Dollars (\$51,463.00) with a completion time of 90 calendar days.

Sincerely,

LANGFORD ENGINEERING, INC.

Timothy B. Hardin
Vice President



(seal)

Attachments

cc: Bill Pedersen, P.E., City of Deer Park
Brent Costlow, City of Deer Park

6/30/2017

City of Deer Park
 Replacement of 10" Force Main at Harris County Flood Control District Unit B112-00-00
 Langford Engineering, Inc. (TBPE F-449)
 Project No. 209-022, Contract No. 1

Bid Opening

Bid Date: 2:00 p.m.,
 Thursday, May 25, 2017
 Opened and Read at 2:00 p.m.
 Thursday, May 25, 2017
 Deer Park City Hall

Item No.	Approx. Quantity	Unit	PMG Houston, Texas		RAC Industries, LLC Pasadena, Texas		Reliance Construction Services, L.P. Houston, Texas		T-Construction, LLC Houston, Texas		MMG Contractors, LLC Houston, Texas	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	1	L.S.	\$ 2,460.00	\$ 2,460.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,100.00	\$ 3,100.00	\$ 30,000.00	\$ 30,000.00
Mobilization, Not to Exceed 5% of Base Bid Materials and Labor												
2.	1	L.S.	\$ 6,940.00	\$ 6,940.00	\$ 3,763.00	\$ 3,763.00	\$ 100.00	\$ 100.00	\$ 8,200.00	\$ 8,200.00	\$ 10,000.00	\$ 10,000.00
Removal and Disposal of Existing 10" Steel Force Main, Including all Existing Appurtenances. Includes Materials and Labor												
3.	1	L.S.	\$ 8,320.00	\$ 8,320.00	\$ 1,681.00	\$ 1,681.00	\$ 100.00	\$ 100.00	\$ 3,600.00	\$ 3,600.00	\$ 10,000.00	\$ 10,000.00
Removal and Disposal of Existing 10" HDPE Force Main, Materials, and Labor												
4.	83	L.F.	\$ 181.00	\$ 15,023.00	\$ 336.00	\$ 27,888.00	\$ 522.00	\$ 43,326.00	\$ 425.00	\$ 35,275.00	\$ 272.00	\$ 22,576.00
Proposed 12" Coated Steel Force Main and Fittings, as Shown on Plans, Including Materials and Labor												
5.	20	L.F.	\$ 560.00	\$ 11,200.00	\$ 480.00	\$ 9,600.00	\$ 10.00	\$ 200.00	\$ 175.00	\$ 3,500.00	\$ 146.00	\$ 2,920.00
Proposed 12" HDPE (IPS DR 11) Force Main and DIP Fittings, as Shown on Plans, Including Excavation and Backfill, Materials and Labor												
6.	2	Ea.	\$ 1,100.00	\$ 2,200.00	\$ 1,875.00	\$ 3,750.00	\$ 1,600.00	\$ 3,200.00	\$ 1,600.00	\$ 3,200.00	\$ 1,542.00	\$ 3,084.00
Proposed Pipe Guards as Shown on Plans. Including Materials and Labor												
7.	1	L.S.	\$ 960.00	\$ 960.00	\$ 2,900.00	\$ 2,900.00	\$ 10,000.00	\$ 10,000.00	\$ 1,900.00	\$ 1,900.00	\$ 4,000.00	\$ 4,000.00
Proposed Steel Supporting Cable and Hangers, as Shown on Plans, Including Materials and Labor												
8.	1	L.S.	\$ 1,300.00	\$ 1,300.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,300.00	\$ 4,300.00	\$ 3,406.00	\$ 3,406.00
Proposed Combination Air/Vacuum Valve to be Installed at Approximately Same Location as Existing 10" Force Main, or as Indicated by Engineer. Includes Materials and Labor												
9.	20	L.F.	\$ 153.00	\$ 3,060.00	\$ 1.00	\$ 20.00	\$ 0.01	\$ 0.20	\$ 50.00	\$ 1,000.00	\$ 10.00	\$ 200.00
Trench Safety System, All Depths, and all Soil Types												
Supplementary Items												
a.	50	C.Y.	\$ 97.06	\$ 4,853.00	\$ 10.00	\$ 500.00	\$ 0.01	\$ 0.50	\$ 20.00	\$ 1,000.00	\$ 15.00	\$ 750.00
Extra Bank Sand Bedding												
b.	50	C.Y.	\$ 76.60	\$ 3,830.00	\$ 10.00	\$ 500.00	\$ 0.01	\$ 0.50	\$ 20.00	\$ 1,000.00	\$ 15.00	\$ 750.00
Extra Bank Sand Backfill												

Deer Park City Hall

Item No.		Approx. Quantity	Unit	PMG Houston, Texas		RAC Industries, LLC Pasadena, Texas		Reliance Construction Services, L.P. Houston, Texas		T-Construction, LLC Houston, Texas		MMG Contractors, LLC Houston, Texas	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
c.	Extra Cement-Stabilized Sand Bedding	50	C.Y.	\$ 157.40	\$ 7,870.00	\$ 40.00	\$ 2,000.00	\$ 0.01	\$ 0.50	\$ 30.00	\$ 1,500.00	\$ 28.00	\$ 1,400.00
d.	Extra Cement-Stabilized Sand Backfill	50	C.Y.	\$ 135.80	\$ 6,790.00	\$ 40.00	\$ 2,000.00	\$ 0.01	\$ 0.50	\$ 30.00	\$ 1,500.00	\$ 28.00	\$ 1,400.00
e.	Extra Class "A" or Aggregate Bedding	50	C.Y.	\$ 127.20	\$ 6,360.00	\$ 15.00	\$ 750.00	\$ 0.01	\$ 0.50	\$ 36.00	\$ 1,800.00	\$ 35.00	\$ 1,750.00
f.	Extra Concrete	50	C.Y.	\$ 360.00	\$ 18,000.00	\$ 150.00	\$ 7,500.00	\$ 0.01	\$ 0.50	\$ 68.00	\$ 3,400.00	\$ 120.00	\$ 6,000.00
	Base Bid: Items #1 thru #9				\$ 51,463.00		\$ 54,102.00		\$ 60,925.20		\$ 64,075.00		\$ 86,186.00
	Supplementary Items: Items #a thru #f				\$ 47,703.00		\$ 13,250.00		\$ 3.00		\$ 10,200.00		\$ 12,050.00
	Total Amount Base Bid (Item Nos. 1 thru No. 9) and Supplementary Items (Items a thru f)				\$ 99,166.00		\$ 67,352.00		\$ 60,929.20		\$ 74,275.00		\$ 98,236.00



Legislation Details (With Text)

File #: BID 17-040 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 7/13/2017 **In control:** City Council
On agenda: 7/18/2017 **Final action:**
Title: Awarding Bid for Center St. & East Blvd. Re-Striping & Marking Project.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Awarding Bid for Center St. & East Blvd. Re-Striping & Marking Project.

Summary:

We received two bids at the bid opening for Center St. & East Blvd. Re-Striping & Marking Project. This project involves the removal and renewal of roadway pavement markings on the entire length of Center St.

& on East Blvd. between 13th St. and Spencer Hwy.

The work includes, but is not limited to, re-striping of the roadways, removal of existing raised pavement markers, stop bars, and cross walks, as well as the installation of new raised pavement markers, crosswalks, and stop bars.

\$350,000.00 was budgeted in the Capital Improvements Funds to cover the cost of this project. The bids received are as follows:

STRIPES AND STOPS	ONE WAY STRIPING LLC
\$43,316.75	\$67,679.43

Fiscal/Budgetary Impact:

This project is funded out of the Capital Improvements Fund 90-403-4406.

It is the Engineer's recommendation that the City of Deer Park award the bid to Stripes and Stops, CO. This was the lowest qualified bidder for this project.



City of Deer Park

710 E SAN AUGUSTINE
DEER PARK, TX 77536

Legislation Details (With Text)

File #: MIN 17-103 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 7/14/2017 **In control:** City Council
On agenda: 7/18/2017 **Final action:**
Title: Approval of minutes of budget workshop meeting of June 26, 2017.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MWB_062617](#)

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Approval of minutes of budget workshop meeting of June 26, 2017.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A BUDGET WORKSHOP OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON JUNE 26, 2017 BEGINNING AT 1:15 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.
SHERRY GARRISON
THANE HARRISON
TOMMY GINN
BILL PATTERSON
RON MARTIN
RAE A. SINOR

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the workshop to order at 1:15 p.m. and called upon City Manager Jay Stokes for comments.

City Manager Jay Stokes commented, “Thank you Mayor and City Council. I will highlight the budget and focus on the ways that the budget will effect city employees and then the Department Directors will highlight their budgets. We also will take any questions from Council along the way or if we get to the end and there is any topic that is of interest to you in the budget that was not covered, please let us know. We want to thank all of our Directors and staff members who have had a role in putting together the different departmental budgets. On employee issues, the things that are proposed to stay the same are continuing the Longevity Program and the ability to sell back 5% of your sick balance up to 720 hours. There is a 2% cost of living adjustment. We haven’t done a cost of living adjustment in the past couple years. We did a one-time compensation adjustment last year. This would be a traditional cost of living adjustment in the amount of 2% and that’s what the April of 2016 to April of 2017 Houston CPI was. That is the good part for the employees; the bad part for the employees is health insurance. Two years ago, we set out to have two options for employees,

a High Deductible Plan was new and the Core Plan which remained the same. The Core Plan does not have a deductible and the employee pays 30% of the cost of a physician's visit. To stay on that plan is a 15% increase. That is very significant and there may be a day when we cannot stay on the Core Plan. With that kind of cost increase, the budget envisions moving away from that. We have been told to accept probably a plan with a \$400 in-network deductible and a 10% increase in the premium. That impacts the budget with an 8% increase. It is proposed that the City continues paying 92% of employee only coverage and 70% of dependent coverage. The Health Clinic is going to stay around for one more year. At a minimum, the clinic will be open three days a week for eight hours a day. There is a chance that we may partner with the city of La Porte and move to a five or six day a week clinic. The more people they see will allow them to justify more hours and lower rates. The cost of living adjustment for most employees will outweigh the deductible costs. There are some reclassifications that are in the budget. There are two part time positions that are being proposed in the Parks & Recreation Department and Humane Department. The General Fund has one fewer full time employee than the current year. The reason is, two staff in the Police Department will be moving to the Crime Control District and one new Paramedic position would be created by the Fire Control District. That would allow our Paramedic Supervisor to do actual supervisor duties and allow the Police Department to get education incentives to increase their salaries. The Water Sewer Fund was cut \$830,000. For the Water Sewer Fund, we are looking at borrowing \$6.7 million for year seven of our 10 year plan to pay for needed improvements. We are looking to do a 5% rate increase, that will continue. New sales tax coming in is down. Storm water fees are going up fifteen cents a month. The Chapter 380 Fund is new and is used to pay Sencore for infrastructure cost. The Capital Improvement fund is \$6.42 million this year. Nearly \$4 million of that is the new City Hall, \$500,000 in furnishings for City Hall, \$1.6 million in streets, \$200,000 in sidewalks, and \$200,000 for a new roof on the Community Center."

Councilman Patterson, asked, "Does the Cost of Living Allowance (COLA) go towards the base salary?"

Mr. Stokes, commented, "Yes Sir."

Mayor Mouton, asked, "Was the Storm Sewer increase set up as a state or federal mandate through the TCEQ?"

Mr. Stokes, commented, "We are mandated to have a permit to handle storm water issues. You don't have to pay for it with a separate fund, but in 2011 we did. In the past few years, we have paid for Martin Balch's salary, some equipment, some projects, and some storm water detention improvements."

Councilwoman Garrison, asked, "About the water and sewer rates, you said that you expect them to increase 5%. So the \$162,000 from prior revenue, is that 5% going to take care of next year or is there no way of knowing?"

Mr. Stokes, commented, "The 5% gets us to a level where we are \$162,000 short."

Councilwoman Garrison, asked, "When is the last time we had an increase?"

Mr. Stokes, commented, "Two years ago. We hired a consultant and he passed away, but in the new budget, we want to hire a new consultant. We went from 1991-2011 without an increase in the base rate."

Councilman Patterson, asked, "Does the City of La Porte have cheaper rates than we do?"

Mr. Stokes, commented, "Yes."

Councilman Patterson, asked, "How do they do that? Aren't they facing the same issues we are?"

Mr. Stokes, commented, "I am not sure. They do face the same permit requirements but may not need to make as many updates. I will ask Corby Alexander, City Manager for La Porte."

2. DISCUSSION OF ISSUES RELATING TO MISCELLANEOUS BUDGET ISSUES FOR FY 2017-2018 -

Cisco VOIP - Refresh – James Lewis, I.T. Services Director, commented, "Today IT Staff is asking for your consideration for a phone system refresh. In 2010, Council approved the Cisco Voice Over IP phone system through a five year lease purchase agreement for a total cost of \$540,000. Staff is requesting this refresh in the 2017-18 budget to extend vendor support, expand capacity, add functionality and lower maintenance cost. The refresh is also a part of a bigger refresh with the move to the new City Hall building. Staff will need to purchase new hardware, software and pay for programming to design a new template for that phone system. The total cost is \$50,000 through DIR Contract SDDTSO2542."

Degree/Certification Pay for Officers – Chief Greg Griggs, commented, "Something is going on in policing that has been going on for about four years. Part of the backlash is that not as many people want to do police work now. As a result, we have seen bidding wars going on across the country. This year, I have given one conditional job offer for a police officer. We have had numerous applications, but due to lying and drugs, we can't get qualified people. I talked to Jay Stokes, City Manager and he had Bill Philibert, Human Resources Director conduct a salary survey. In 2009, we were the second highest paid department; now we are the 11th highest paid. Baytown, which never was able to compete with us, is closer to League City than they are to us now. Pasadena and La Porte have recently given raises. We have proposed that we add to the education pay. We require a four year degree and a lot of people come here because they value the ability to get paid for their education. If we added \$250 per month to their education, it is \$3,000 a year raise. We don't have to reconstruct our

entire pay scale. In order to fund this, we will move two officers to proactive investigation position

into our Crime Control Prevention District. This will apply to everyone in the Police Department with a four year degree. If they have a Master's degree, they will get an extra \$250 a month. We will be doing another salary survey in 2018.

Councilman Patterson, asked, "Do other cities give education funds?"

Chief Griggs, commented, "Some do and some don't."

Councilman Patterson, asked, "If you had the education funds on top of what some of the other cities are offering, will we be right back in the position that we were before?"

Chief Griggs, commented, "We could be, but a lot of those cities don't require a four year degree and some don't pay for Master's degrees."

Councilman Patterson, asked, "Where is this bidding war going to end?"

Chief Griggs, commented, "I don't know?"

Replacement Roof – Fire Station #1 – Deputy Chief Clyde Coxey, commented, "Over the last three years, since I have been the Deputy Chief of Station 1, we have had several roof issues. It is an older roof and it has channels built into it. It runs the water from the east to the west and down the back side. There are four or five different levels that were put on the building, they are starting to rot through. The asphalt has plugged up all the drains. We had to clean them out and rebuild them. Anywhere that there is an AC unit nearby, we laid carpet. We started a small project last year to revitalize Station 1. It is the oldest station in Deer Park and it receives the least amount of money for maintenance. When we rebuilt our meeting room, a week after, the roof leaked and there is a stain in the middle of the Station. It is a continuous problem and needs to be fixed. The plan is to completely take the roof off, put a new roof down to where it is a single layer and will function a lot better."

Councilman Patterson, asked, "Is the restoration the roof work, or is it going to be some additional work being done to the building?"

Deputy Chief Coxey, commented, "No Sir. It is all going to be roof work. We did the interior of the Station in two phases."

Councilman Patterson, asked, "Is the stained carpet being replaced?"

Deputy Chief Coxey, commented, “We got a call really quick when it happened and got on it with the wet vac. There is a stain, but it is not molded. It is more of an eyesore than anything.”

Medical Director – Gary Jackson, Assistant City Manager, commented, “We have received RFP’s for a Medical Director.”

Replace 25 C.Y. Garbage Truck – Kathy Holcomb, Public Works Operation Coordinator commented, “We are requesting is a 25 Cubic Yard Garbage Truck replacement. The one we have now is 8 years old and in the last year and a half, it has been in the shop twenty two times and some of those are costly repairs. This is currently used as a backup truck, so if one of ours is in the shop, we rely on the back up truck. Now we are having to get the backup truck repaired in order to use it. We are requesting the purchase of a new truck, which would be used on a daily basis and we would take an older truck and use it as the backup. The request for that is \$190,000.”

Gary Jackson, Assistant City Manager, commented, “It will be less than \$190,000 because we are suggesting a lease purchase. On some of the heavier equipment that last a number of years, we do a five year lease purchase.”

Councilman Harrison, asked, “Are we staying with the same body manufacturer?”

Ms. Holcomb, answered, “Yes.”

Councilwoman Garrison, asked, “Has the increase of the commercial garbage collection gone up to \$991,000 in one year?”

Mr. Jackson, answered, “They have gone up \$31,000.”

Contract Mowing Services – Ms. Holcomb, commented, “Right now, we have ten full time employees for street and labor. Half of them were taking care of streets and sidewalks and the other half were taking care of mowing. They mow the street right of way and ditch right of way. They are falling behind because they get shorthanded if someone goes on vacation. We are asking to contract out some of the mowing, like Parks and Recreation does. It would mainly be on some of our ditch right ways that are out of sight. Our guys would still take care of the areas that our citizens would see. The request is for \$75,000, but will probably be lower because we have not calculated the square footage.”

Councilwoman Garrison, asked, “What kinds of places are we talking?”

Ms. Holcomb, answered, "Like some of the ditch right of ways behind neighborhoods that you can't see when you are driving by."

Councilwoman Garrison, asked, "Could the neighbors see what's growing out there?"

Ms. Holcomb, answered, "Yes, if they looked over their fence."

Councilman Patterson, asked, "Does this equate to an additional man? Is that what you are looking for?"

Ms. Holcomb, answered, "No. It would be contract labor that we would bid out."

Councilman Patterson, asked, "If you added people, how many more would you have to add to cover this without going to contract labor?"

Brent Costlow, Assistant Director of Public Works commented, "Probably a new crew. A mower and two labor workers."

Councilwoman Sinor, asked, "Have we thought about contracting out all the mowing?"

Ms. Holcomb, answered, "We have thought about having a dedicated mowing crew, but I don't know if anyone has discussed numbers."

Mr. Costlow, answered, "We often find ourselves having to mow the county's property around the ditches, because they may only do it once a year and we get complaints from residents when the grass is too tall."

Traffic Study – Ms. Holcomb, commented, "This concerns the traffic synchronization on East Boulevard where there are seven traffic signals. One is newer and would not need updating, but the other six would. They would need updated controllers and GPS equipment. It would synchronize the traffic so it would move more smoothly on East Boulevard."

Jay Stokes, City Manager, commented, "We have talked about this before and we hoped that we would find another way to fund it. There has been a couple of different industries that have come and talked to Gary and I about a Supplemental Environmental Program (SEP) and doing something to improve air quality. We tried to get someone else to pay for it, but we could not find anyone. This would be us paying for it."

Councilman Patterson, asked, "Is \$113,000 to hire a consultant?"

Mr. Stokes, commented, "Yes, but remember Center Street was \$90,000."

Councilman Patterson, asked, "Why \$113,000?"

Ms. Holcomb, answered, "It is based on a cost estimate that they provided to us. It is \$36,000 for six GPS units and controller units, and \$77,000 for the implementation."

Councilman Patterson, commented, "Thank you."

Councilman Harrison asked, "Why can't we just synchronize the lights?"

Mr. Stokes, commented, "That is what this would do."

Councilman Patterson, asked, "Why can't we just synchronize them ourselves?"

Mr. Costlow, answered, "The way the control systems are ran, they have to communicate with each other. We don't have the expertise to set that up."

Councilman Patterson, asked, "So the consultant is going to do the synchronization?"

Mr. Costlow, answered, "Correct."

Councilman Patterson, asked, "Are they going to stay?"

Mr. Costlow, answered, "They will do the implementation of the equipment, test it and come back a month later, see what the counts are and make changes if they need to."

Mr. Stokes, commented, "They will do studies to recommend how long you give a light."

Councilwoman Garrison, asked, "How many GPS's?"

Ms. Holcomb, answered, "Six."

Mayor Mouton, asked, "Is this syncing it during peak hours verses normal hours, and is it adjusting itself to flow?"

Ms. Holcomb, answered, "Yes, similar to Center Street."

Councilman Patterson, asked, "Do they take in consideration the speed?"

Mr. Costlow, answered, "Yes. They will do a traffic count. Then a month or two, later they will come back to see how much has changed and if they need to make changes."

Mayor Mouton, asked, "Does the charge include it all?"

Mr. Costlow, answered, "Correct."

Street Expenditure Street Replacement - Ms. Holcomb, commented, "This is our street improvement project to reconstruct Arbor Street and the streets off of Arbor."

Mr. Costlow, commented, "West Ninth, Twelfth and all the streets that are currently under design now. We have had some issues getting some drainage easements for Arbor and we are trying to find a better way to get it drained."

Ms. Holcomb, commented, "We had roughly \$1.7 million in this fiscal year to cover this contract, but it will not be finished this year. We expect our contract with Brinkley and Barfield to be paid for this year, and the majority of the money is coming from Bond Fund 26. We are asking that the remaining funds left over from the \$1.7 million and additional funds, go to pay for the total cost."

Councilwoman Garrison, asked, "What do you do with the drainage problems if the area is flat? How can you fix a preexisting street?"

Mr. Costlow, answered, "We are going to raise the back of the street. Arbor flows really well. It is the streets off of Arbor. We will get some inlets to catch the water. The issue is getting the water back to Arbor underground and then getting it back to that ditch. Originally, we were going to take out an easement between two houses, but the home owner backed out of the deal. Now the water has to go another direction to the ditch. There will be a lot more pipe involved and some right of way easement issues that we have to deal with."

Sidewalks - Ms. Holcomb, commented, "This year we budgeted \$500,000 for sidewalks and it is coming in under budget. We are requesting that the additional funds go into next fiscal year so we can work on newer sidewalks."

Mr. Costlow, commented, "We did a big sidewalk package last year from Councils request. There were several areas we had to pull from the project because they were a little more difficult to engineer. They require some retaining walls because of the slope of the residents yard. We pulled those projects because it will take a little longer to engineer and we need right of way agreements to get on some resident properties. The funds will cover those projects that we were unable to do."

Councilwoman Garrison, asked, "Why wouldn't a home owner want to give you an easement?"

Mr. Costlow, commented, "They don't want anyone in their yard."

Councilwoman Sinor, commented, "Will we get a map like we have in the past on what those areas are going to be?"

Mr. Costlow, commented, "Yes."

Street Maintenance

Contract Street Maintenance – Ms. Holcomb, commented, "We are requesting \$250,000. \$50,000 of that goes to the Crack Seal Program. The other \$200,000 is on street maintenance, which is pothole repair and minor repairs that we do citywide. We also have \$400,000 for contracted street replacement work. This is for some of the larger concrete projects that our crew doesn't have the man power or equipment to take care of. One of the areas we are looking at is the intersection of Dutch and Elm.

Gary Jackson, Assistant City Manager, commented, "This is a new process that we haven't done in the past."

Councilwoman Garrison, asked, "What do you mean, this is a new process?"

Mr. Jackson, commented, "We have not contracted this out and we have not spent the \$400,000 before."

Mayor Mouton, "Normally, we do these deals in house."

Mr. Costlow, commented, "We will still do the engineering in house. This will be for hiring a contractor. These are large areas of concrete or complete intersections. We don't have the equipment or personnel to handle that large of a concrete pour."

Consulting Fees – WTP Residual Mitigation – Ms. Holcomb, commented, "We are requesting \$75,000 to hire a consulting engineer for residual mitigation for the water plant. We had originally considered requesting \$500,000 to do the work, but we decided to pay for the consulting engineer this year and do the work later."

Mr. Costlow, commented, "We have had problems with our lagoons at our water plant. The process we use causes us to have sludge that is our end product. Technology to reduce that is very expensive. There are four ways to fix it. There is the bolt press method, where they pull the water out and make it a solid form and then dispose of it at a landfill. There are some filtration methods, where the water runs through a sock, the sock fills up with all the solid waste and when it dries, it is disposed of. The system we are using at the ponds has helped the problem. It is a filtration system. The water comes in big tanks, drains through a film and once it fills up with the solids, it is hauled away. We will ask a consultant to look at the methods and find out what is best for our system."

Contingency Fund for Emergency W&S Repairs – Ms. Holcomb, commented, “We are requesting \$250,000 for emergencies. This year we used it for Railroad and Center Street.”

Mr. Costlow, commented, “We had a forest main blow out under the roadway. With old infrastructure, you will always have some problems.”

Councilwoman Garrison, asked, “What did you have last year?”

Ms. Holcomb, commented, “\$250,000.”

Councilwoman Garrison, asked, “Did that work?”

Ms. Holcomb, commented, “Yes.”

3. RECESSED/RECONVENED – Mayor Mouton recessed the budget workshop at 2:22 p.m. and reconvened at 2:30 p.m.

Play Structure at Parkside Place – Charlie Sandberg, Parks and Recreation Director, commented, “Parkside Place Park is located at 3400 Surrey Lane. The playground no longer meets national safety compliance standards. Replacement parts are difficult to locate or are often no longer made. The playground has several components that have exceeded their life expectancy of ten to fifteen years. The playground is no longer inviting to citizens. We are requesting \$65,000 to replace the playground structure.”

Play Structure at Park Green – Mr. Sandberg, commented, “Park Green Park is located at 1000 Wynfield Drive. The playground no longer meets national safety compliance standards. Replacement parts are difficult to locate or are often no longer made. The playground has several components that have exceeded their life expectancy of ten to fifteen years. We have received several requests via phone calls from citizens in the neighborhood to renovate the park and playground. We are requesting \$75,000 to replace the playground and add a walking trail.”

Jacob Zuniga, Park Operations Supervisor, commented, “The Consumer Product Safety Commission updates the standards for safety on playgrounds. A chipped step on a playground is a hazard and can cause harm to children and other people using the playground.”

Councilman Patterson, asked, “How is it a hazard?”

Mr. Zuniga, commented, “The protective coating has been removed and over time it will continue to rust. The manufacturers have changed how things are manufactured, so we can no longer replace it and it is too expensive to manufacture.”

Play Structure at Brownwind - Mr. Sandberg, commented, "Brownwind Park is located at 3901 Brownwind Trail. The playground no longer meets national safety compliance standards. Replacement parts are difficult to locate or are often no longer made. The playground has several components that have exceeded their life expectancy of ten to fifteen years. It has experienced several years of vandalism and graffiti. There is a newer structure within close proximity of it. We are requesting \$50,000 to replace the playground structure."

Play Structure at Brookhollow - Mr. Sandberg, commented, "Brookhollow Park is located at 3117 Brookhollow Drive. The playground consists of one stand-alone structure and swing set. Replacement parts are difficult to locate or are often no longer made. The playground has several components that have exceeded their life expectancy of ten to fifteen years. The playground does not appeal to children or the neighborhood. We are requesting \$55,000 to replace the playground structure and add shade over the picnic table, depending on the cost."

Play Structure at Adult Sports Complex - Mr. Sandberg, commented, "The play structure at Adult Sports Complex is located at 2600 Pasadena Boulevard. We plan to create an area for park users to sit and picnic during league games or tournaments. It provides a place for children to play during games and it creates another park amenity for the City of Deer Park. It will allow parents to watch their children while also watching the games. We are requesting \$75,000."

After a lengthy discussion of the location and type of structure, it was decided to keep the structure at the Adult Sports Complex in the budget and a discussion of the type of structure will be determined at a later date.

Repaving of Pony Field Parking Lot – P-Street - Mr. Sandberg, commented, "The parking lot is located at 801 East P Street. We are requesting a roll-over of funds. This project is being designed in house, but has been delayed by a Harris County project at the water tank. The repaving will include the smaller east side parking lot and will fix holes created by garbage trucks on the west side. We are requesting \$100,000 to repave the smaller east side parking lot and fix the larger west side parking lot."

Mr. Zuniga, commented, "One of the concerns is, we don't want the damage that is on the west side to happen on the east side. We are engineering the parking lot to handle the traffic and the weight loads that will be coming across it. The funding will also be used to fix the holes that are on the west side due to the trash trucks."

Mayor Mouton, asked, "Are you still proposing black top?"

Mr. Zuniga, commented, "We are not sure. We are working with Public Works to come up with a solution. The blacktop is a possibility, but we would need a different type of subbase."

Councilwoman Garrison, asked, “Can we move the dumpster?”

Mr. Zuniga, commented, “Yes. We just need to find a suitable place for the dumpster.”

Mayor Mouton, asked, “Will what you have budgeted fix both sides?”

Mr. Zuniga, commented, “Yes.”

Councilwoman Garrison, asked, “Are you asking for \$100,000?”

Mr. Sandberg, commented, “Yes.”

New Slide Structure at Pool – Mr. Sandberg, commented, “The pool slide located at 610 East San Augustine has several areas that are rusted and will likely become structurally unsound in less than 5 years. Key components are breaking and bending due to rusting. We have found that plastic slides have a history of causing cuts and scrapes to patrons. Our staff has to consistently maintain the slides to prevent injuries. We are requesting \$125,000 to replace the pool slide structure.”

Roof at Community Center - Mr. Sandberg, commented, “The Community Center located at 610 E. San Augustine needs the roof replaced or repaired according to Tremco’s recommendation. Several areas show significant wear and small leaks are beginning to appear. The roof will continue to get worse over time or if a significant weather event occurs. We are requesting \$200,000 to replace and repair the roof.”

Councilwoman Garrison, asked, “Will this interfere with the type B funds?”

Mr. Sandberg, commented, “No.”

Repair floors at Theatre Courts Building - Mr. Sandberg, commented, “The Theater Courts building located at 1302 Center Street needs the floors replaced due to significant wear. If it is not repaired, it could lead to holes or structural failure. The areas to be replaced would include sections of the stage, bathrooms, hallways, and dressing rooms. We are requesting \$50,000.”

Councilwoman Garrison, asked, “The floor is black in some places and I am wondering is there mold or mildew underneath the flooring?”

Mr. Sandberg, commented, “That would have to be investigated.”

Councilwoman Sinor, asked, “Will the replaced floor match what is there now?”

Mr. Sandberg, commented, “I am not sure. I would have to report back to you.”

Councilwoman Garrison, asked, “The Theater Courts Building is the dirtiest building in our city. I am not sure what the problem is. Do we need to add another janitor to that building?”

Mr. Sandberg, commented, “It needs to be addressed with staff. I am going to meet with the custodial staff and talk about some different processes and improving the standards.”

Councilwoman Garrison, asked, “Are we planting more trees?”

Mr. Zuniga, commented, “Yes, that is an ongoing process. We have a line item in our general budget for planting trees that we have been using.”

Councilwoman Garrison, asked, “Are we putting lights behind the Theater Courts Building?”

Mr. Sandberg, commented, “We will take a look at that.”

Mayor Mouton, asked, “What was the comment made about granite for the walking trails at Park Green?”

Mr. Zuniga, commented, “In the Park Master Plan, it was listed as granite for Brookhollow Park, but it was added as Park Green Walking Trail. The Park Green Walking Trail is part of the Texas Parks and Wildlife Department (TPWD) grant that we are waiting on funding for from the legislature. It was pulled because it was listed incorrectly.”

Mayor Mouton, asked, “What are we waiting for?”

Mr. Zuniga, commented, “The money from TPWD is federal dollars. That means that it is passed through Texas Department of Transportation (TXDOT) and then administered by Texas Parks and Wildlife. We have been in contact with them for months now and we do not have an answer.”

Mr. Stokes, commented, “I will get in contact with our State Representative.”

Wayfinding Program – Phase III - Mr. Sandberg, commented, “The Wayfinding Program has various locations that we plan to install street and monument park signs. We are requesting \$179,150. We have had a problem with vandals taking the letters off. We are looking at using a new material that is a more durable product to minimize graffiti damage.”

Mayor Mouton, asked, “Is the College Park sign one of the signs you are replacing?”

Mr. Sandberg, commented, “Yes.”

Mayor Mouton, asked, "Do we need to redesign the signs?"

Gary Jackson, Assistant City Manager, commented, "We are talking to the manufacturer about redesigning the monument signs due to vandalism."

Mr. Sandberg, commented, "Phase I projects were predominantly completed. We have had some issues with some signs on Highway 225. We are meeting this week to discuss the Phase II signs and that should be completed at the end of the fiscal year. We budgeted Phase III for next year and we have Phase IV and Phase V in this program."

Replacement of Electronic Marquees - Gary Jackson, Assistant City Manager, commented, "We have several marquee signs with older technology. It is very hard to find replacement parts and they are very expensive to fix. There are a lot of issues with the signs, sometimes the bulbs don't work, the paint on the sign is fading, the signs are not uniform, animals have inhabited the signs, the electronic system has been damaged and some of the signs have been vandalized."

Councilwoman Sinor, asked, "How fast does the technology change?"

James Lewis, IT Director, commented, "The technology should mainly stay the same, they may improve the technology, but it won't change."

Councilwoman Garrison, commented, "I hope we keep the same colors."

Mr. Jackson, commented, "There are three options and we can keep the same colors. We can try to refurbish the current signs. We could replace the signs with a sign that looks similar to the signs we have. We can get a new sign. We can use the signs to put constant messages."

Mayor Mouton, asked, "Do we have any cost comparisons?"

Mr. Jackson, commented, "Yes. Doing the replacements of the existing signs, refurbishing the sign with a limited warranty cost of \$235,000. Replacing the signs with the newer upgraded look would be \$280,000 which is the same cost for replacing it with the Wayfinding signs, except for the Golf Course sign. We talked about adding new signs for Fire and EMS because there is nothing on East Boulevard. These signs would be interconnected and we could put out emergency messages on the signs. The cost of the new signs in the Wayfinding style is \$56,000 a piece and \$48,000 for existing signs. We may be able to get a donation for the Animal Control sign. The cost of replacing all the existing signs plus the new signs will be \$385,000, and that would be consistent with the Wayfinding look."

Councilman Harrison, asked, "What is your direction to us?"

Mr. Jackson, commented, "We are proposing to replace all signs except for the Golf Course sign."

Councilwoman Garrison, commented, "We should hold off on the Jimmy Burke sign."

Mayor Mouton, commented, "We can still budget it."

Councilwoman Garrison, commented, "Okay."

New Activity Center Programming Study - Gary Jackson, Assistant City Manager, commented, "We had talked about the Civic Visitor's Center building with Randall Porter Architects there was a lot of discussion about if we were to build a new building what would happen to the existing Jimmy Burke Center. They came up with three options. One was to add a building on to the Jimmy Burke Center for the Visitors Center. Another option is to remodel the Jimmy Burke Center, but that was not viable because of the code and construction issues. The third option is to build a stand-alone building and make a pavilion out of the rear part of the building. We have some concerns about the cost estimate not being realistic. It is in the \$3.5 million range. There are also concerns about parking being adequate at the facility. We feel that regardless of what we call it, a new look at the programing phase should be rethought and a new cost estimate done."

Councilwoman Sinor, asked, "How much did that cost us to get?"

Mr. Jackson, commented, "\$15,000, was the first phase of what the design would have been. That would have been part of the construction cost and the eventual design cost. We chose not to move forward with the design, so that is money we will not get back."

Councilman Harrison, asked, "What is it that you want to do?"

Mr. Jackson, commented, "We are asking if you would like to do anything to follow up on the study?"

Councilman Harrison, asked, "Replacing Jimmy Burke?"

Mayor Mouton, commented, "Yes."

Mr. Jackson, commented, "It could be a replacement or it could be an initiative."

Councilman Harrison, asked, "Do you want to spend another \$10,000 to have another consultant come out."

Mayor Mouton, commented, "It is actually \$30,000 between the two."

Mr. Jackson, commented, "That is an estimate, but it probably won't be that much."

Mayor Mouton, commented, "So it would be some concept designs and some potential program designs on how we would use the facility. This would incorporate a visitor's center and a new activities center."

Councilman Harrison, commented, "You said we did that once before and staff was not happy with what came out of that."

Mr. Jackson, commented, "We probably couldn't have built it for the dollar amount that it was estimated to be at. Whether it would have been a fully utilized building that the whole community would potentially be using, is yet to be seen. When you start these kind of projects there is a lot of community input. So, you hate to spend \$3.5 million and leave out something or finding out you didn't need to spend \$3.5 million when you could spend \$3 million."

Councilman Harrison, asked, "Is this a different approach from what we did originally?"

Mr. Jackson, commented, "Yes. We must consider, is the community need more recreation based, community group and civic based, visitor based; or is it all the above, and we will try to accommodate everything."

Councilwoman Sinor, asked, "Since the last survey, is there something the community is asking for that we cannot provide?"

Charlie Sandberg, Director of Parks and Recreation, commented, "We looked at the Jimmy Burke Center being an informal area to have events. The issue that is coming up is, we really need to consider that we have a lot of programs coming out of the Jimmy Burke Center. We also have the Golf Course that rents out for events and has a formal setting. I think we should take a look at that. There is a lot going on in that building, so we cannot have that building down for any period of time and because we rent it out a year in advance."

Councilman Harrison, asked, "How does the Golf Course work into this?"

Mr. Sandberg, commented, "They are trying to push rentals. We are close in location and we are going to be competing against each other. Jimmy Burke is a city facility and we are competing with the Golf Course and they are trying to push rentals. We have had a huge conversation about this a couple of weeks ago because we are pretty close in fees."

Mayor Mouton, asked, "Do we have the programming study budgeted?"

Mr. Jackson, commented, "One concept that you could have is a bigger, better, more efficient, technologically advanced Jimmy Burke Center. One that would stand up through a

hurricane. So that, when it is built and constructed, the Jimmy Burke Center won't be there anymore. You could use the programing for a visitors' center, but it would be an expanded facility."

Mayor Mouton, commented, "I would like to see us enhance what we currently operate in a new facility. Also, figure out what we are using it for and what it could be used for. It

should have a number of amenities, nicer amenities, and more technological advancement in regards to different options. Is that what you are eluding to? Would all that be done in this study?"

Mr. Jackson, commented, "The issue was, we really didn't know exactly what all the different uses and functions could be. The concept was, we would maintain the Jimmy Burke Center forever."

Mayor Mouton, commented, "It's not buyable based on the last study to put money into a building that is so out of date and not up to code."

Councilwoman Sinor, commented, "I have always said that it would be a nightmare if we build a huge facility and expect parking to get better. It won't, it will get worse."

Mayor Mouton, asked, "Are we using the same company we had do the addition?"

Mr. Jackson, commented, "It would be a different company."

Councilman Harrison, asked, "What do we do with all the programs that are going on now when that building is under construction?"

Mr. Jackson, commented, "You will build a new one and leave Jimmy Burke there until the new Jimmy Burke is in operation. Then tear the old one down."

Councilman Patterson, commented, "We might need to build a parking garage."

Mr. Jackson, commented, "The first time that we did RFQs, they came down to create City Hall. It was tied with Randal Porter and was basically a tie breaker process determined."

Councilwoman Garrison, commented, "What will you ask for in the RFQ?"

Mr. Jackson, commented, "Our legal requirement is to find the most qualified Architect."

4. ADJOURN – Mayor Mouton adjourned the workshop at 3:42 p.m.

ATTEST:

APPROVE:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: MIN 17-102 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 7/14/2017 **In control:** City Council
On agenda: 7/18/2017 **Final action:**
Title: Approval of minutes of joint workshop meeting of July 11 2017.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MJointSW_071117](#)

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Approval of minutes of joint workshop meeting of July 11 2017.

Summary:

Fiscal/Budgetary Impact:

None

Approval

CITY OF DEER PARK

CC 76-155

EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

A SPECIAL JOINT WORKSHOP MEETING OF THE CITY COUNCIL AND PARKS AND RECREATION COMMISSION OF THE CITY OF DEER PARK HELD AT CITY HALL, 710 EAST SAN AUGUSTINE, DEER PARK, TEXAS ON JULY 11, 2017, AT 5:00 P.M. WITH THE FOLLOWING MEMBERS PRESENT:

CITY OFFICIALS PRESENT:

JERRY MOUTON, JR	MAYOR
SHERRY GARRISON	COUNCILMANWOMAN
TOMMY GINN	COUNCILMAN
BILL PATTERSON	COUNCILMAN
RON MARTIN	COUNCILMAN
RAE A. SINOR	COUNCILWOMAN

PARKS AND RECREATION COMMISSION PRESENT:

GEORGETTE FORD	CHAIRMAN
GLENDA JO KIEFER	VICE-CHAIRMAN
T.J. HAIGHT	MEMBER
ERIC RIPLEY	MEMBER
SHERRY REDWINE	MEMBER

OTHER CITY OFFICIALS PRESENT:

JAY STOKES	CITY MANAGER
GARY JACKSON	ASSISTANT CITY MANAGER
SHANNON BENNETT	CITY SECRETARY

1. CALL TO ORDER – Mayor Mouton called the Joint Workshop Meeting to order at 5:00 p.m.
2. DISCUSSION OF ISSUES RELATED TO SOCCER IN DEER PARK - Jay Stokes City Manager advised the City Council and the Parks and Recreation Commission of the issues with Soccer. There is a new league requesting to be created. The staff needs a recommendation from Council and the Commission to recognize this new league as an official league of the City, which means the new league would be included in the Facility Usage agreement with the Deer Park Independent School District (DPISD). The agreement has intentionally not been signed

depending on the outcome of this discussion. The advantage of the new league being a recognized group is included in the agreement. They would not have to pay to use the fields that DPISD has to offer and set their fees accordingly. Secondly, the league has requested the use of the Dow Park fields that are lighted. We want to find an equitable way to allow the new league and Quest to use the fields. The Quest Soccer League has been a long time league in Deer Park for many years. They've had an agreement with the City. Parks and Recreation Director Charlie Sandberg will discuss why we have agreements and the facilities we have available. Joe Dyson will discuss the proposal of a new league and Scott Sotelo will each discuss the Quest League and how it been ran historically. Mr. Stokes emphasized the main point is the new league going to be recognized and if the Dow Park fields will be utilized, rather it is one group or both groups.

Parks and Recreation Director, Charlie Sandberg advised Council and Commission of the Youth Utilization Agreements, which are contracts between the City of Deer Park and Youth Organizations and where the responsibilities of the Departments are stated and the organization themselves. That's where it's determined if the recreation component is in the agreement. The agreement starts from January through December. The DPISD agreements allow the organizations to utilize the facilities at no cost. If there is an above and beyond expense, it is required for them to have staff and then additional fees are applied from the school district. The Quest league has submitted their agreement, but it has not been approved yet. If it were approved, they would have exclusive use of the soccer fields. Deer Park Soccer FC presented a proposal to the Parks and Recreation Commission.

Jacob Zuniga, Parks and Recreation Supervisor presented a powerpoint presentation to identify the City and Deer Park Independent School Districts facilities with available practice areas and lighted fields. (Exhibit A1-A3)

Joe Dyson of Deer Park Soccer FC presented a powerpoint presentation of the new proposed soccer league and highlighted the complementary existence of the league (Exhibits B1-B2). DPSFC wants to provide recreational soccer with cost of \$80 which comes with a uniform, a coach and an assistant coach who will be licensed and background checked. The player will not have to travel but only stay in Deer Park. There are a hundred plus kids on the waiting list for open registration which is only word of mouth and has not been advertised. DPSFC want to teach the fundamentals of soccer and utilize the fields as well. With or without the support of the City, the league will move forward and rent fields from other resources.

Scott Sotelo President of Quest Youth Soccer replied to the Council and Commission advising that Quest provides a recreational program for all families in Deer Park, LaPorte and portions of Pasadena. Mr. Sotelo highlighted the rules and by-laws of recreational soccer. In the fall season, soccer will cost \$175 due to an agreement with the parents, which also comes with a Nike uniform. In addition, there is another a fall season that cost \$50. Quest feels they are reasonably priced for the families in the area. Quest follows guidelines that deal with recreational programs and provides other options as well.

After a lengthy discussion of the Council and the Parks and Recreation Commission, consensus of the Council is Deer Park Soccer FC will not be recognized and the Youth Utilization agreement will remain the same.

3. ADJOURN – Mayor Mouton adjourned the meeting at 6:28 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton
Mayor

Georgette Ford, Chairman
Parks and Recreation Commission



Legislation Details (With Text)

File #: MIN 17-100 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 7/14/2017 **In control:** City Council
On agenda: 7/18/2017 **Final action:**
Title: Approval of minutes of workshop meeting of July 11 2017.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_071117](#)

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Approval of minutes of workshop meeting of July 11 2017.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON JULY 11, 2017, BEGINNING AT 6:45 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON
SHERRY GARRISON
TOMMY GINN
BILL PATTERSON
RON MARTIN
RAE A. SINOR

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY

1. MEETING CALLED TO ORDER – Mayor Mouton called the workshop to order at 6:45 p.m.
2. DISCUSSION OF ISSUES RELATED TO THE ECONOMIC ALLIANCE ANNUAL PRESENTATION – HOUSTON PORT REGION - Chad Burke, President of the Economic Alliance and Chad Carson, Director of Economic Development gave an overview of the annual report of the Economic Alliance and highlighted the Mission, who is represented (12 cities), the Impact of Houston Port Region (Economic Development Projects), Public Policy (Transportation Taskforce), Workplace Development, Quality of Life and Member Development. (Exhibits A1-A5)

Mr. Burke thanked the City of Deer Park for being and active member of the Economic Alliance.

Councilwoman Garrison asked that a copy of the budget be presented to Council for their review.

3. DISCUSSION OF ISSUES RELATED TO PURCHASING THE SERVICE OF VAUGHT SERVICES, LLC TO PERFORM THE ERIN GLEN CT STORM SEWER UPSIZING PROJECT – Bill Pedersen, Public Works Director, commented, “We will be pulling a twenty-four inch pipe through an eighteen inch pipe to improve the drainage issues on Erin Glen Ct. It won’t solve all the drainage problems, but it will help out a lot.

Councilwoman Garrison asked, “What exactly are the drainage problems?”

Mr. Pedersen commented, “The street floods.”

Councilwoman Garrison asked, “Does that happen all the time?”

Mr. Pedersen commented, “I am not sure.”

Councilwoman Garrison asked, “Why this street?”

Mr. Pedersen commented, “This has been an ongoing complaint from the neighborhood.”

Mayor Mouton commented, “We do have a list and we will be working on that list.”

Mr. Pedersen commented, “It is expensive. It cost \$240,000 to do this project.”

4. DISCUSSION OF ISSUES RELATED TO A REQUEST FROM DEER PARK INDEPENDENT SCHOOL DISTRICT TO OPERATE AN OUTDOOR WARNING SIREN – Jay Stokes, City Manager, commented, “We were approached by some officials at the school district about some new technology that they are exploring that will allow you to set a parameter and get notifications if there is a lightning strike in the area. There will also be a siren and flashing lights to let school officials know that they would know to suspend play for thirty minutes. We have agreed that they would pilot it for one year. They will have one siren and see how that goes for Deer Park High School South. It states in the City Code that there cannot be any unauthorized use of a siren. To do so, Council must have Jim Fox, City Attorney draft an ordinance that will amend the code to allow DPISD will be an exception.”

Steven Harrell, Principal, commented, “I brought Jim Davis our Athletic Trainer and he is the driver behind this and I support that. We have a system in place now that will allow us to get students off the field safely if there is a lightning strike.”

Mayor Mouton asked, “Is this a public safety incentive that gets funded out of your budget?”

Mr. Harrell commented, “Yes it is.”

Councilwoman Garrison asked, “Where is it going to be placed in the stadium?”

Mr. Harrell commented, “We don’t know yet. What we are expecting is that it will be between the stadium and the south campus. We want it to cover the stadium, the softball field and the practice fields. ”

Mayor Mouton asked, “Will there be multiple sirens or one siren?”

Mr. Davis commented, “One siren.”

Mayor Mouton asked, “Will it be a different sound?”

Mr. Harrell commented, "Yes, and we can adjust how long it is."

Councilwoman Sinor asked, "How does it work right now?"

Mr. Harrell commented, "We have a text alert system. When lightning strikes within fifteen miles and six miles, we get an alert. UIL restrictions is six miles, but it will likely go out to eight. This will also be beneficial if a coach during practice leaves their phone in the building. You can also set it to have quiet time."

Mayor Mouton asked, "Will it only be set when children are practicing or playing and safety is an issue?"

Mr. Harrell commented, "Right."

Councilwoman Sinor asked, "Is this only at the South Campus during this trial period?"

Mr. Harrell commented, "Yes."

Councilman Martin asked, "Is the trial period a year?"

Mr. Harrell commented, "A year and if we get complaints about the siren, we can discuss it."

Mayor Mouton commented, "This is a safety initiative and it is up to all of us to inform the public on what the intent is and what this is for."

Councilman Sinor asked, "If we decide to move forward, how many more sirens would be placed?"

Mayor Mouton commented, "We would like to have six. One at South, one at North, and possibly the four Junior High Schools where we have most of our athletic outdoor activities."

Mr. Harrell commented, "In a meeting with Jay Stokes, City Manager and Greg Grigg, Police Chief, we talked about having literature to handout to educate people on what it is and what is happening."

Councilman Sinor asked, "How quick would you have one in place?"

Mr. Harrell commented, "For one siren, they can have it in place before school starts. There are eight horns, but if it is too loud, you can disengage them."

Councilman Ginn asked, "How long would it take to get all six?"

Mr. Harrell commented, "We plan to see how this one year goes then meet with city officials and then expand."

5. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:19 p.m.

Shannon Bennett, TRMC
City Secretary

Jerry Mouton
Mayor



Legislation Details (With Text)

File #: MIN 17-101 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 7/14/2017 **In control:** City Council
On agenda: 7/18/2017 **Final action:**
Title: Approval of minutes of regular meeting of July 11 2017.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_071117](#)

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Approval of minutes of regular meeting of July 11 2017.

Summary:

Fiscal/Budgetary Impact:

None

Approval

CITY OF DEER PARK

76-162

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1690TH 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 JULY 11, 2017, AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON
SHERRY GARRISON
TOMMY GINN
BILL PATTERSON
RON MARTIN
RAE A. SINOR

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.
2. INVOCATION – The invocation was given by Councilman Patterson.
3. PLEDGE OF ALLEGIANCE – Councilman Martin led the Pledge of Allegiance to the United States Flag and the Texas Flag.
4. PRESENTATION- RECOGNITION OF DEER PARK HIGH SCHOOL BASEBALL TEAM 2017 6A STATE CHAMPIONS - Mayor Mouton recognized the Deer Park High School Baseball Team for winning the UIL 6A State Championship and asked Head Coach Chirs Rupp to introduced his team to include J.T. Satterwhite, Austin Mitchell, Connor Williams, Mark Barrow, Dwight Holden, Conner Berry, Adrian Gonzales, Josiah Ortiz, Jacobe Martinez, Assistant Coach Austin Yeager, Pitching Coach Donnie Elliott, and Assistant Coach Jacob Rhame. Coach Rupp commented, “These guys have made a big accomplishment by winning the State Championship. Going to the State Championship was really tough, but to get there and win, made it special. We are very proud to represent the City of Deer Park. We are glad that we could bring back a championship to such a great community. Communities like this deserve championships and some notoriety for the things their young people do. These guys have done a tremendous job and we don’t have them all here, but we are excited to represent Deer Park. We want to thank the community for its support. When we came back from Round Rock we could not believe all the people that came out to support us. We appreciate it. Thank you.”

5. AWARDING BID FOR A ONE-YEAR SUPPLY OF GARBAGE BAGS – Motion was made by Councilwoman Garrison and seconded by Councilman Patterson to award the bid to Houston Poly Bag for 22,000 rolls of garbage bags at a unit price of \$8.79 a roll for a total cost of \$193,380. Motion carried 6 to 0.
6. CONSENT CALENDAR – Motion was made by Councilman Ginn and seconded by Councilwoman Sinor to approve the consent calendar as follows:
 - a. Approval of minutes of workshop meeting on June 20, 2017.
 - b. Approval of minutes of regular meeting of June 20, 2017.
 - c. Approval of minutes of joint meeting of June 26, 2017.
 - d. Acceptance of Quarterly Investment Report (January – March 2017).
 - e. Acceptance of completion of the Battleground Golf Course Driveway Improvements.Motion carried 6 to 0.
7. COMMENTS FROM AUDIENCE –
 - a. Jack Beckham, 1105 Briarwood Ct, commented, “ I saw in the newspaper a couple of weeks ago an article by the Houston Chronicle talking about our Police Department and how they did some people wrong by stopping them and enforcing our laws. The way the article was written, it gives uneducated people the thought they can go shoot police officers when doing their jobs. I am here tonight to say a few kind words about our Police Department who are highly trained and highly educated. I have lived here for forty-six years. My last eighteen years here, I was an employee of the City. During that time, I knew every police officer from the Police Chief down. I had three kids and we all drove cars and they knew who we were. If we got out of line, they would issue us a ticket. We were white and educated and lived in the City. It didn’t make a difference. We got a ticket if we broke the law. We would have to go down to the Court, be embarrassed and pay the ticket. I am trying to say, our Police Department is one of the best and finest in the area. I would like them to be considered that by you and everyone in the City of Deer Park. They do not show partiality and do not pick on any particular groups or profiling. Their a fine organization and I do not want them to get hurt. I hope the public hears this. Thank you.”
8. CONSIDERATION OF AND ACTION ON RATIFYING THE APPLICATION SUBMISSION AND APPROVING THE ACCEPTANCE OF A GRANT THROUGH THE BULLETPROOF VEST PARTNERSHIP GRANT ACT - Motion was made by Councilwoman Sinor and seconded by Councilman Patterson to ratify the Police

Department application submission and approving the acceptance of a grant through the Bulletproof Vest Partnership Grant Act. Motion carried 6 to 0.

9. CONSIDERATION OF AND ACTION PURCHASING THE SERVICES OF VAUGHT SERVICES, LLC TO PERFORM THE ERIN GLEN CT STORM SEWER UPSIZING PROJECT – Motion was made by Councilman Martin and seconded by Councilman Patterson to approve the purchase of the services of Vaught Services, LLC. to perform the Erin Glen Ct. Storm Sewer Upsizing Project. Motion carried 6 to 0.
10. CONSIDERATION OF AND ACTION ON RATIFICATION OF A PURCHASE FROM SKE, INC., THROUGH THE BUY BOARD COOPERATIVE PURCHASING PROGRAM TO PERFORM THE RELOCATION OF SANITARY AND WATER UTILITIES ON IVY STREET - Motion was made by Councilman Martin and seconded by Councilman Ginn to ratify the purchase from SKE, Inc. through the Buy Board Cooperative Purchasing Program to perform the relocation of sanitary and water utilities in Ivy Street. Motion carried 6 to 0.
11. ADJOURN – Mayor Mouton adjourned the meeting at 7:52 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton
Mayor



Legislation Details (With Text)

File #: PUR 17-015 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 7/11/2017 **In control:** City Council
On agenda: 7/18/2017 **Final action:**
Title: Authorization to purchase 2017 Ford Explorer for the Parks & Recreation Department.
Sponsors:
Indexes:
Code sections:
Attachments: [DEER PARK K7B GB 061717](#)

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Authorization to purchase 2017 Ford Explorer for the Parks & Recreation Department.

Summary:

The vehicle will be used by the Parks & Recreation Director.

Fiscal/Budgetary Impact:

\$25,834.25 - Charged to 10-410-4906

Authorize purchase of 2017 Ford Explorer for the Parks & Recreation Director.



PRODUCT PRICING SUMMARY

GOODBUY 17-17 8F000 Vehicles www.purchasing.esc2.net
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF DEER PARK

Prepared by: RICHARD HYDER

Contact: TRACY MCBRIDE 281.478.7228

Phone: (409) 300-1385

Email: TMCBRIDE@DEERPARKTX.ORG

Email: rhyder.cowboyfleet@gmail.com

Product Description: 2017 FORD EXPLORER

Date: June 17, 2017

A. Bid Item: 1

A. Base Price: \$ 25,368.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
K7B	EXPLORER BASE 4X2	\$ -			
YZ	EXTERIOR WHITE	\$ -			
7L	INTERIOR DUNE	\$ -			
	3.5L V6 GAS	\$ -			

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

C. Additional Options [not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
			\$ -
ETA:	60-90 DAYS	Total of C. Unpublished Options:	\$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 95 miles

\$ 166.25

H. Subtotal:

\$ 25,534.25

I. Quantity Ordered 1 x K =

\$ 25,534.25

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

\$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 25,834.25



Legislation Details (With Text)

File #: ACT 17-033 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 7/3/2017 **In control:** City Council
On agenda: 7/18/2017 **Final action:**
Title: Acceptance of certification of the anticipated Tax Collection Rate.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [Anticipated Collection Rate Tax Year 2017](#)

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Acceptance of certification of the anticipated Tax Collection Rate.

Summary: Section 26.04 (b) of the Property Tax Code requires that the Tax Collector certify an estimate of the property tax collection rate to the governing body. Tax Assessor-Collector Jeffery Johnson has submitted the attached memo in which he anticipates a collection rate of 100% in tax year 2017 (which is Fiscal Year 2017-2018).

Fiscal/Budgetary Impact:

The proposed Fiscal Year 2017-2018 Budget is supported through the collection of ad valorem taxes. Lowering the collection rate would necessitate changes to this proposed budget, which would adversely affect the debt rate and tax collections.

No action required.

MEMO

TO: James Stokes, City Manager
Gary Jackson, Assistant City Manager
Donna Todd, Director of Finance

FROM: Jeffery Johnson, Tax Assessor Collector

SUBJECT: Anticipated Collections Rate

DATE: July 10, 2017

The anticipated collection rate for property taxes collected this next year is 100%.

Please advise if you have any questions.

Jeffery Johnson



Legislation Details (With Text)

File #: ORD 17-044 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 7/13/2017 **In control:** City Council
On agenda: 7/18/2017 **Final action:**
Title: Consideration of and action on an ordinance amending the Fiscal Year 2016-2017 Water & Sewer Fund Budget.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [Ord - Amend Budget FY17 PAX System](#)

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Consideration of and action on an ordinance amending the Fiscal Year 2016-2017 Water & Sewer Fund Budget.

Summary:

It has been determined that certain water quality improvements are needed for the Coy Street water storage tanks. A PAX system is being proposed which provides a mixer in both the elevated and ground storage tanks and a residual control system in the ground storage tank. It provides a more efficient and uniform method to boost the chlorine residual at the site and will have a direct impact on the water quality of the neighborhoods served by these tanks.

The proposal, totaling \$148,595.00, includes a water quality station, a PAX Smart Controller, a chemical feed system for ammonia, a mixer for the ground storage tank, a mixer for the elevated storage tank, SCADA control and feedback, training, and installation.

The Contingency Account in the Water and Sewer Fund has an approved budget of \$250,000, which was appropriated to fund expenses that were unanticipated at budget preparation time. To date, \$183,710.31 has been expended or committed in the account, leaving a balance of \$66,289.69. An additional \$82,306 will need to be appropriated to fund the purchase of the PAX System.

The Fiscal Year 2016-2017 Water & Sewer Utility Fund Budget (Fund 40) is proposed to be amended as follows:

Increase the Contingency account in the Water and Sewer Fund (Acct. # 40-500-4510) by \$82,306.

Fiscal/Budgetary Impact:

Increase the Fiscal Year 2016-2017 Water & Sewer Fund Budget by \$82,306.00 to be funded by the prior year revenues of the Water & Sewer Fund, which are available for that purpose.

Approve the ordinance amending the Fiscal Year 2016-2017 Water & Sewer Fund Budget.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2016-2017 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

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

I.

That the City of Deer Park's budget for the fiscal year ending September 30, 2017 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

II.

That the City of Deer Park's budget for the fiscal year ending September 30, 2017 includes \$250,000.00 in Account No. 40-500-4510 as a contingency for unanticipated expenses in the Water and Sewer Fund.

III.

That currently, \$183,710.31 has been spent or obligated for unanticipated water and sewer repairs and/or relocation costs.

IV.

That an additional \$148,595.00 is needed to fund the PAX Water Mixers and Residual Control System for Coy Street Water Storage Tanks, which is a system needed to provide a more efficient and uniform method to boost the chlorine residual at the site and to have a direct impact on the neighborhoods served by these tanks.

V.

That in order to complete the purchase of the PAX System during the fiscal year ending September 30, 2017, it is necessary to amend the budget for the fiscal year ending September 30, 2017 to provide an additional \$82,306.00, which is over and above the budgeted amount of \$250,000.00 in the Contingency of the Water and Sewer Fund for the fiscal year ending September 30, 2017.

VI.

That funding for the amendment to the expenditures of the adopted budget of the Water and Sewer Fund for the fiscal year ending September 30, 2017 will include the amount of \$82,306.00 from the prior year revenues of the Water and Sewer Fund, which are available for this purpose.

VII.

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2017, be, and the same is hereby, in all respects finally approved and amended as so described above and shall be, and is hereby, filed with the City Secretary of said City.

VIII.

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

IX.

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

X.

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.

XI.

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, and that approval of a 2016-2017 Budget amendment be adopted at the earliest possible moment to comply with the City Charter and Statutes of the State of Texas, and to provide protection for persons within the City, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with,

and this Ordinance be passed finally on its introduction, and accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

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 _____, 2017 **by a vote of** _____ **“Ayes” and** _____ **“Noes”.**

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: AUT 17-065 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 7/11/2017 **In control:** City Council
On agenda: 7/18/2017 **Final action:**
Title: Consideration of and action on entering into a contract with PAX Water Technologies.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [Deer Park TX RCS Technology Exclusivity 5-18-17 \(002\)](#)
[PAX RCS Firm Proposal Deer Park TX Coy Tank_rev1](#)

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Consideration of and action on entering into a contract with PAX Water Technologies.

Summary: We received a sole source quote from PAX Water Technologies for water quality improvements in the Coy Street water storage tanks. This system provides a mixer in both the elevated and ground storage tanks and a residual control system in the ground storage tank. It provides a more efficient and uniform method to boost the chlorine residual at the site and will have a direct impact on the water quality of the neighborhoods served by these tanks.

The proposal, totaling \$148,595.00, includes a water quality station, a PAX Smart Controller, a chemical feed system for ammonia, a mixer for the ground storage tank, a mixer for the elevated storage tank, SCADA control and feedback, training, and installation.

Fiscal/Budgetary Impact: This project is funded out of the FY 2016-2017 Water Sewer Contingency Account, 40-500-4510. A budget amendment is also being proposed at the July 18, 2017 Council Meeting to increase the funding in this account.

Staff recommends that City Council approve the agreement with PAX Water Technologies.



PAX Water Technologies

A UGSI SOLUTIONS COMPANY

Mr. Nicholas Cook
Water Plant Supervisor
2117 E. X Street
Deer Park, TX 77536

Dear Mr. Nicholas Cook,

RE: City of Deer Park, TX – PAX Water Technologies Residual Control System

PAX Water Technologies is pleased to provide a quotation and scope of work for the City of Deer Park, Coy Tank residual disinfectant control system. The PAX Residual Control System (RCS) system provides the City of Deer Park with a system that analyzes tank water quality, assimilates the analysis and automatically doses ammonia and or chlorine to manage the Coy Tank's disinfectant residual.

There is no residual management system on the market that accomplishes this complex set of tasks which include:

- Ensuring the Coy Tank is a completely mixed and a chemically homogeneous body of water
- Determining tank total chlorine levels, ORP and pH
- Using the above analysis in a chemical dosing algorithm to add the appropriate amount of ammonia and chlorine to reach the tank's desired residual set-point
- Dosing the chemicals accurately into the tank
- Managing the described dosing strategy in the dynamic environment of a tank as it cycles and changes water volume through the normal daily operating cycle

In fact, PAX Water Technologies and its parent UGSI Solutions, Inc. are the only companies in North America that deploy this set of intellectual property and know-how in the United States. The company is approaching one hundred residual control installations of this type in the field.

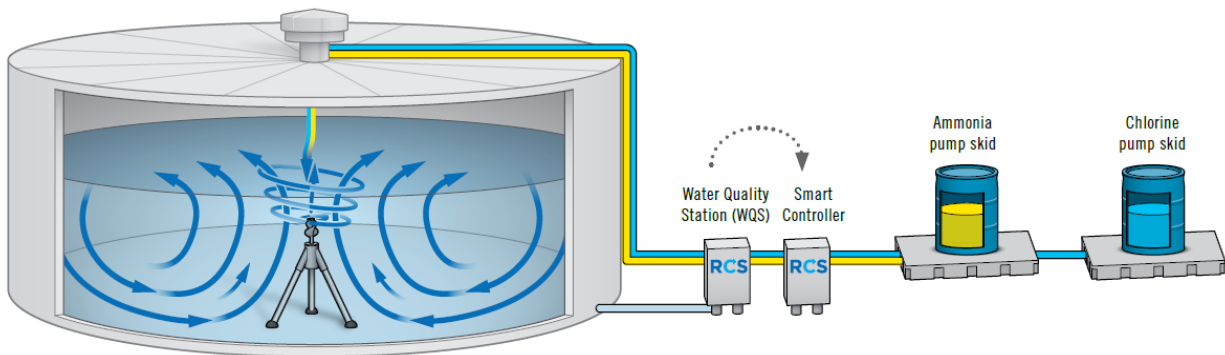
Please do not hesitate to call or contact me with any further questions.

Sincerely,

Andrew Seidel
Chief Executive Officer
PAX Water Technologies

FIRM PROPOSAL

PAX RESIDUAL CONTROL SYSTEM (RCS) FOR CITY OF DEER PARK, TX 1MG COY TANK



PAX Water Technologies, Inc.
Prepared on: June 28, 2017

SALES REPRESENTATIVE:
PAX Water Technologies, Inc.
Steve Woodward
860 Harbour Way South, Suite C
Richmond, CA 94804
T: (918) 812-3006
Email: swoodward@ugsicorp.com

TABLE OF CONTENTS

Cover Letter

Section 1: Scope of Supply

Section 2: Proposal Acceptance

Section 3: Terms and Conditions

Section 4: Technical Information

IMPORTANT NOTICE: All the information in this Proposal or supplied in connection with this Proposal (including drawings, designs and specifications) (collectively, the "Information") is confidential and has been prepared for Buyer's use solely in considering the purchase of the goods and services described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.



June 28, 2017

Mr. Nicholas Cook
Water Plant Supervisor
City of Deer Park, TX

Re: PAX Residual Control System (RCS) for City of Deer Park, TX

Dear Nicholas,

Thank you for your interest in PAX Water Technologies, Inc., a UGSI Solutions company. We are pleased to provide a Proposal for one (1) Residual Control System for the 1MG Coy Tank. Our Proposal is based on the following design criteria:

Design Criteria

Tank Volume, gal	1,000,000
Tank Turnover, gpd	1,500,000
Disinfectant	Chloramine
Influent Total Chlorine Residual, ppm Cl ₂	0.50
Target Total Chlorine Residual, ppm Cl ₂	2.00

A detailed scope of work and firm price for the complete system is listed in Section 1 of this Proposal. Section 3 includes our standard Terms and Conditions. All pricing is based on the scope of work described in Section 1 and the Terms and Conditions in Section 3. Sections 4 includes our technical information.

System Features & Advantages

The PAX Water Technologies, Inc Residual Control System (RCS) is an intelligent, automated disinfectant boosting system that gives operators the ability to set and control residual levels in water storage tanks and key locations in the distribution system. The RCS utilizes advanced water quality sensors, powerful active mixing, an automated chemical feed system, and advanced control algorithm to set and maintain residual levels in water storage tanks. RCS has been tested and validated through extensive laboratory testing and full-scale installations at several utilities over the last 5 years.

At the heart of RCS is the PAX Water Mixer, which rapidly and completely mixes disinfectant chemicals into the entire volume of water in the tank. The PAX Water Mixer is the key element for the RCS to do mixing, monitoring, and dosing, which allows rapid homogenization and maximizing water quality stability and reliability in the tank.

The PAX RCS enables operators to:

1. Set and maintain consistent disinfectant levels in storage tanks
2. Continuously blend disinfectant residual and eliminates thermal and chemical stratification
3. Eliminate costly and labor-intensive manual boosting
4. Quickly counteract adverse water quality changes, such as low residual
5. Optimize and balance disinfectant levels across a water distribution system

We look forward to working with you on this project. If we can be any of further assistance, please do not hesitate to contact me at (918) 812-3006.

Thank you.



Sincerely,

Steve Woodward
Water Quality Consultant - OK/TX

Cc: Robin Giguere, PAX Water Technologies, Inc.
Kim Baker, PAX Water Technologies, Inc.

SECTION 1

SCOPE OF SUPPLY PAX Residual Control System

- A. Scope of Work by PAX
- B. Scope of Work by Others
- C. Clarifications
- D. Terms of Payment/Price Validity
- E. Warranty

A. SCOPE OF WORK BY PAX

The following equipment and services comprise our scope of work:

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
1.	Water Quality Station, WQS1000 <ul style="list-style-type: none"> Power: Standard 120 VAC, 15 amp circuit breaker Water Connection: 3/8" Push-connect Sampling and Discharge Flow Rate: 10 GPH Connectivity: Ethernet connection with PAX Smart Controller Data Logging: Real-time DAQ on USB flash drive Measurement - Total Chlorine: Amperometric reagent less online sensor, 0-10 PPM measuring range, 0.01 PPM resolution Measurement - Temperature: 32-212 F measuring range, 0.1 F resolution Measurement - pH: 0-14 measuring range, 0.01 resolution Measurement - Water Level (optional): pressure transducer, resolution of 1% maximum scale Material - Enclosure: Equal to or greater than Type 3R rating 	1
2.	PAX Smart Controller, PSC1000 <ul style="list-style-type: none"> Power: Standard 120 VAC, 10 amp circuit breaker Battery Back-Up: Up to 15 minutes of battery power HMI: 6" LCD touch screen Emergency Shut-Down Pushbutton Communication: Ethernet based access to HMI software from computer or smartphone within same network Water Quality Station Communication: quick disconnect cable Chemical Dosing Controller: RS-485 port for chemical feed system communications SCADA: Modbus TCP/IP standard, analog output available if necessary Material - Enclosure: Equal to or greater than Type 3R rating 	1
3.	Chemical Feed System - Ammonia, AFS1000 <ul style="list-style-type: none"> Power: Standard 120 VAC Skid: Black polypropylene Pump: Blue-White Industries Flex-Pro A3 peristaltic pump Piping: PVC schedule 80 Tubing: 3/8" O.D. polyethylene tubing, NSF 61 certified Secondary Containment: 9 gallons secondary containment Controller - Input/Output: 2 digital inputs, 2 digital outputs, 1 analog input, 1 analog output Controller - Communication: Modbus protocol with PAX Smart Controller Controller - Connection: RS-485 cable Controller - Enclosure Material: Equal to or greater than Type 3R rating Controller - Pump Control Option: Digital relay, analog (4-20 mA), power switch 	1



4. **55-gal Ammonia Drum Kit** 1
 - Chemical drum storage for 19% ammonium hydroxide or 40% liquid ammonium sulfate, fitted with drum fitting for chemical level sensor
 - Composition: FDA-Compliant Blow-Molded HDPE
 - Dimension: 23.25" D x 34.75" H
 - Thickness: 0.1875"
 - Weight: 22 lbs
5. **Single Drum Containment Pallet** 1
 - Containment pallet for a single 55-gallon drum to contain any leaks, drips, or spills from the stored container.
 - Dimension: 40" L x 40" W x 12" H
 - Color: Yellow
 - Weight: 55 lbs
6. **RCS I/O Tank Adapter Box, IOB1000** 1
 - A box that adapts to an existing cathodic protection port to allow chemical lines and mixer power line fed into the tank
7. **PWM400 Mixer Wet Assembly**, including: 1
 - Stainless steel 316 impeller designed to mix up to 9 million gallons of water
 - Passivated to minimize corrosion
 - The ability to function continuously regardless of tank cycles
 - 230V three phase ½ horsepower water-cooled motor
8. **Control Center Dry Assembly with SCADA Compatibility**, including: 1
 - Nema 3R Enclosure:**
 - Lockable and weather resistant
 - Overall weight of control center 50 lbs.
 - Green and Red LED Indicator lights to display motor status
 - Motor Controller/VFD:**
 - 115VAC single phase, rated to 0.5 HP
 - Operating temperature range -4 °F to 129 °F (-20 °C to 54 °C)
 - Manual speed control
 - Thermal shut-off protection built-in
 - Current overload protection built-in
 - 300mA trip level GFCI
 - SCADA outputs included:**
 - Digital Output signal indicating motor running
 - Digital Output signal indicating fault
 - Digital Input/Output signal for remote motor on/of
 - RS-485 or Dry Contact connections
9. **Cable 130 ft.**, including: 1
 - Flat-jacketed 4 conductor
 - Molded 3 wire pump plug
10. **Tripod Assembly, PWM400**, including: 1
 - Stainless steel 316 legs

<ul style="list-style-type: none"> Chlorine/chloramine resistant rubber foot pad to avoid scratching tank floor Stainless steel knobs for tool-less installation 	
11. Long Bail Handle & Chain	1
<ul style="list-style-type: none"> Stainless steel 316 handle to deploy mixer in full tanks 	
12. Manufacturer's Installation Equipment and Services, including:	Included
<ul style="list-style-type: none"> Chemical and sample lines installation Mixer installation under the tank hatch Conduit runs for power, chemical, and sample lines of the PAX equipment Wiring and signal connections between the PAX equipment Installation equipment rental, including equipment unloading on site 	
13. Manufacturer's Field Services (1 Day(s) at the Jobsite), including:	Included
<ul style="list-style-type: none"> Installation Inspection System Start-Up Operator Training 	
14. Operation & Maintenance Manual as Follows	Included
<ul style="list-style-type: none"> O&M Manual: Qty. One (1) Hard Copy <i>Please notify us if an alternate quantity is required so that we can modify our Proposal accordingly.</i> 	
15. FOB Factory, Richmond, CA with Full Freight Allowed to Jobsite, Deer Park, TX	Included
FIRM PRICE [ITEMS 1-15]	[US]\$113,522

Optional: PWM150 Mixer for 0.5MG Elevated Tank

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
16.	PWM150 Mixer Wet Assembly , including: <ul style="list-style-type: none">▪ Spiral-shaped nozzle designed to mix up to 0.75 million gallons of water▪ Electropolished to minimize surface corrosion▪ Integrated power cable and lowering mechanism for simplicity▪ The ability to function continuously regardless of tank cycles▪ 230V three phase ½ horsepower water-cooled motor	1
17.	Control Center Dry Assembly with SCADA Compatibility , including: Nema 3R Enclosure: <ul style="list-style-type: none">▪ Lockable and weather resistant▪ Overall weight of control center 50 lbs.▪ Green and Red LED Indicator lights to display motor status Motor Controller/VFD: <ul style="list-style-type: none">▪ 115VAC single phase, rated to 1.0 HP▪ Operating temperature range -4 °F to 129 °F (-20 °C to 54 °C)	1

<ul style="list-style-type: none"> ▪ Manual speed control ▪ Thermal shut-off protection built-in ▪ Current overload protection built-in ▪ 300mA trip level GFCI 	
SCADA outputs included:	
<ul style="list-style-type: none"> ▪ Digital Output signal indicating motor running ▪ Digital Output signal indicating fault ▪ Digital Input/Output signal for remote motor on/off ▪ RS-485 or Dry Contact connections 	
18. Cable 170 ft., including:	1
<ul style="list-style-type: none"> ▪ Flat-jacketed 4 conductor ▪ Molded 3 wire pump plug 	
19. Tank Penetration Accessories	1
<ul style="list-style-type: none"> ▪ Stainless steel strain relief for 4 wire flat-jacketed cable 	
20. Operation & Maintenance Manual as Follows	Included
<ul style="list-style-type: none"> ▪ O&M Manual: Qty. One (1) Hard Copy <i>Please notify us if an alternate quantity is required so that we can modify our Proposal accordingly.</i> 	
21. Manufacturer's Installation Equipment and Services, including:	Included
<ul style="list-style-type: none"> ▪ Mixer installation under the tank hatch ▪ PAX Control Center installation at the base of the tank ▪ Conduit runs for power lines of the PAX mixer ▪ Installation equipment rental, including equipment unloading on site ▪ Note: trenching work not included 	
22. Manufacturer's Field Services (1 Day(s) at the Jobsite), including:	Included
<ul style="list-style-type: none"> ▪ Installation Inspection ▪ System Start-Up ▪ Operator Training 	
23. FOB Factory, Richmond, CA with Full Freight Allowed to Jobsite, Deer Park, TX	Included
FIRM PRICE [ITEMS 16-23]	[US]\$35,073

B. SCOPE OF WORK BY OTHERS

1. Bulk ammonia supply
2. All civil works and concrete pad for equipment.
3. Any underground or structural work.
4. Any necessary equipment to integrate the existing gas chlorinator to the PAX Smart Controller.
5. Anchor bolts and seismic restraints.
6. Heat tracing and insulation of all interconnecting equipment.
7. Room ventilation, air conditioning or lighting.
8. Any video recording.



9. Electrical power to control panel.
10. Any electrical conduit runs.
11. Any tank recoating services, labor, or parts.
12. Any tank hatch penetrations or modifications.
13. Any trenching work.
14. Any connection for SCADA integration.
15. All taxes, fees, lien waivers, bonds and licenses.
16. Any permitting or regulatory approvals.
17. Any items not explicitly listed under Scope of Work by PAX above.

C. CLARIFICATIONS

1. Shed is not included in the proposal.
2. The pump house nearby the tank is assumed to be able to house the PAX Smart Controller, Water Quality Station and the Chemical Feed System.
3. One 55-gallon drum is recommended to store the 19% anhydrous ammonia. Based on the design criteria, it is estimated a full 55-gallon drum can hold the chemical capacity for 15-25 days.
4. The water sample after passing the Water Quality Station (10 gph) is assumed to be drained to a nearby drain.
5. The existing gas chlorinator will be utilized for the chlorine feed system. The gas chlorinator needs to be able to receive 4-20mA input from the PAX Smart Controller. The customer is responsible to provide necessary equipment to integrate the gas chlorinator to the PAX Smart Controller.
6. The performance of the RCS design reported in this document is dependent on the tank operations data provided in the design criteria and may vary significantly under different operating conditions and/or scenarios.
7. Installation inspection, start-up and operator training can be provided by a PAX representative for a mutually agreed fee if they are not included in PAX's Scope of Work above. Whether or not PAX is providing start-up services, PAX will provide a start-up checklist.
8. If transaction is tax-exempt, please submit Tax Exemption Certificate to PAX.
9. PAX requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PAX will work with you to attempt to accommodate your scheduling needs. Contact the Service Department at (866) 729-6493 to schedule the onsite visit.
10. Once the on-site service has been scheduled, PAX requires a minimum of one (1) week notification in the event of a delay. Notice of delay received less than one (1) week prior to a scheduled site visit may result in a change fee.

D. TERMS OF PAYMENT/PRICE VALIDITY

- Payment terms are 100% net 30 days after shipment of equipment.
- Price valid for 90 days. PAX may reprice this Proposal thereafter or if delivery occurs more than 365 days after PAX receives a mutually agreed order.

E. WARRANTY

- PAX will warrant the equipment as set forth in its standard warranty included in the Terms and Conditions at Section 3 of this Proposal. The Warranty Period (as defined therein) is 60 months for the PAX PWM400 mixer, 36 months for the PAX PWM150 mixer, and 12 months for all other products.



PAX Water Technologies
A UGSI SOLUTIONS COMPANY

SECTION 2

PROPOSAL ACCEPTANCE

- 1) This Proposal by PAX Water Technologies, Inc. ("Seller") is contingent upon the undersigned buyer ("Buyer") executing this Proposal, including without limitation agreeing to the terms and conditions contained in this Proposal.
- 2) Please return a signed copy of this proposal to:
PAX Water Technologies, Inc.
860 Harbour Way South, Suite C
Richmond, CA, 94804
Attn: Orders
Phone: (510) 550-7100
E-mail: orders@paxwater.com

Thank you for your interest in PAX. We are committed to meeting your expectations.

Proposal Acceptance

An authorized signature indicates Buyer's acceptance of this Proposal, including without limitation the Terms and Conditions in Section 3 below.

Buyer's Name (printed)

Buyer's Authorized Signature

Date

SECTION 3

TERMS AND CONDITIONS

1. **Applicable Terms.** These terms govern Seller's sale, and Buyer's purchase, of the products and/or services referred to in Seller's proposal or quotation (collectively, the "Products"). The front page of Buyer's purchase order (disregarding any reference to terms and conditions and any provisions that conflict herewith), if any, together with the description of the Products in Seller's proposal or quotation and these terms and conditions comprise the complete and exclusive agreement between the parties (the "Agreement") related to the purchase and sale of the Products. All prior communications, documents, negotiations and representations, if any, are merged herein. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All orders are subject to prior credit approval by Seller.

2. **Pricing.** The prices shall be: (a) as stated in Seller's proposal or order acknowledgment, or (b) if none are stated, Seller's standard prices in effect at the time of release for shipment.

3. **Payment.** Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller will become immediately due and payable without notice or demand. Buyer will pay 1½% interest per month, compounded monthly, on all amounts not received by the due date. Buyer hereby grants Seller a purchase money security interest in the Products until such time as Seller is fully paid. Buyer will assist Seller in taking action to perfect and protect Seller's security interest. Seller may make partial shipments, in which case, Buyer shall pay for each shipment in accordance with the terms hereof.

4. **Taxes, Shipping, Packing.** Except to the extent expressly stated otherwise in these terms or in Seller's proposal or quotation, prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges, and Buyer shall pay such amounts or reimburse Seller for any such amounts Seller pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs, and penalties arising out of same. Prices include the costs of Seller's standard domestic packing only. Any deviation from standard packing (domestic or export) shall result in extra charges. Any and all increases, changes, adjustments, or surcharges (including fuel surcharges) which may arise in connection with the freight charges, rates or classification included as part of this Agreement, shall be for the Buyer's account.

5. **Delivery.** Products shall be delivered F.O.B. Seller's point of shipment or Ex Works Seller's point of shipment if being delivered outside the United States. All delivery dates are estimated and are dependent in part upon prompt receipt of all necessary information from Buyer, including submittal approvals, if applicable, and all required commercial documentation. Seller will make a good faith effort to complete delivery of the Products on the date and to the location specified in writing by Buyer, but Seller assumes no liability for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or representatives, storage and all other additional costs and risks will be borne solely by Buyer. Any claims for Products damaged or lost in transit ("Transit Losses") must be made by Buyer to the carrier and reported to Seller within one business day following delivery to Buyer.

6. Inspection and Acceptance. Buyer will have seven days from the date Buyer receives any Products to inspect such Products for defects and nonconformance which are not due to Transit Losses, and to notify Seller, in writing, of any defects, nonconformance or rejection of such Products. After such seven-day period, Buyer will be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer will have no right to reject or revoke acceptance of the Products for any reason.

7. Returns and Cancellation. Buyer may not return custom engineered Products. Buyer may return other Products only with Seller's prior written approval, which may be withheld in Seller's sole discretion. Any authorized return will be subject to payment of a restocking charge and will be allowed only if the subject Product: (i) is in new condition, suitable for resale, and (ii) has not been used, installed, modified, altered or damaged. The restocking charge for authorized returns will be no less than (x) 25% of the purchase price, net of any freight charges included in the purchase price, plus (y) 100% of freight costs incurred by Seller. Buyer is responsible for the payment or reimbursement of return freight charges. Returns will be shipped F.O.B. Seller's location. Seller may, but will not be obligated to, treat any cancellation of an accepted order as an authorized return.

8. Force Majeure. Seller will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government, or any other cause beyond Seller's reasonable control.

9. Warranty. Seller warrants for the Warranty Period (as defined below) that each Product is free from defects in material and workmanship and conforms to Seller's specifications applicable to the Product. Seller's warranty is transferable during the Warranty Period to the initial end-user of the Product ("Owner"). Seller's warranty is conditioned on (i) Seller's verification of the alleged breach; (ii) the Product being stored, handled, installed, operated and maintained in accordance with Seller's instructions, (iii) no repairs, modifications or alterations being made to the Product other than by Seller or its authorized representatives, (iv) Buyer or Owner providing prompt written notice of any warranty claims within the Warranty Period, and (v) at Seller's discretion, Buyer or Owner either removing and shipping the Product or non-conforming part thereof to Seller, at Buyer's or Owner's expense, or Buyer or Owner granting Seller access to the Products at all reasonable times and locations to assess the warranty claims. Seller's warranty does not apply to software and does not cover damage due to (x) lightning, flood or other acts of nature or *force majeure* events, or failure of or inappropriate application of peripheral devices, including lightning or surge protectors, (y) installation by a person or entity other than Seller or Seller's authorized installation contractor, or (z) ordinary wear and tear. Lightning protection is recommended particularly in areas historically prone to lightning, and it is Buyer's or Owner's responsibility to properly select and install lightning protection in accordance with all applicable laws, codes and regulations.

Buyer's or Owner's sole remedy for any breach of Seller's warranty is limited to Seller's choice of repair or replacement of the Product, or non-conforming parts thereof F.O.B. jobsite, or refund of the purchase price for the subject Product or part. Seller reserves the right to provide new or reconditioned replacement Products or parts. The warranty on repaired or replaced Products or component parts is limited to the remainder of the original Warranty Period. The warranty includes labor to remove and reinstall repaired or replacement Products or components for a period of 120 days after shipment of the Product; provided that (a) the defective Product was originally installed, and the repaired or replacement Products will be installed, in accordance with Seller's guidelines in effect at the time of installation; and (b) labor of divers and labor required to drain the storage tank or reservoir is excluded. After such period, Buyer or Owner shall be responsible for (i) any labor required to remove or gain access to the Product so that Seller can assess the available remedies; and (ii) all costs of installation of repaired or replaced Products or component parts. If Seller determines that any alleged damage is not covered by this warranty, Seller will charge, and Buyer will pay, Seller's normal rates for any inspection or repair performed by Seller, and for any materials provided or used in connection therewith.



The "Warranty Period" applicable to each Product begins on the date of installation or three (3) months after shipment, whichever comes first, and continues for the period of time set forth below opposite the applicable Product.

Mixers	Warranty Duration
PWM 100/150 (including Standpipe)	36 months
PWM 200 V1 (including Solar) and V2 PWM 400 V1 (including Solar) PWM 500 V1 and V2 PWM 600 V1 and V2	24 months
PWM 400 V2	60 months
Power Vents (All Models)	12 months
All other Products	12 months

THE WARRANTY SET FORTH IN THIS SECTION IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND SELLER'S WARRANTY IS SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING SERVICES RENDERED, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES, AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

11. Remedies of Seller. Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of the order that is the subject of this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein; (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this Agreement, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. Seller's obligations under Section 9 hereof will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 beyond the Warranty Period provided therein. Seller's election of any remedy in the event of a default by



Buyer will not preclude Seller from exercising any other remedy available to Seller hereunder or at law or in equity for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 3.

12. Equal Employment Opportunity. Seller is an equal opportunity employer. The parties shall, as applicable, abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) (relating to the notice of employee rights under federal labor laws), and these laws and regulations are incorporated herein by reference.

13. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, export, transfer, assignment, disposal, and use of the Products provided under this Agreement, including any export license requirements. Buyer agrees that such Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. Miscellaneous. No part of this Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. As used in this Agreement, "including" and its variants mean "including without limitation" and its variants. No course of dealing or performance, usage of trade, or failure to enforce any term will be used to modify the Agreement. Buyer acknowledges that it has not relied upon any letters of intent, agreements, promises, negotiations, statements or representations other than those expressly set forth in this Agreement and that no such extraneous document or other communication shall be of any force or effect. Buyer agrees and warrants that in entering into this Agreement, Buyer is relying solely upon the information contained in this Agreement and not in reliance upon any other information. If any of these terms is unenforceable, such term will be limited only to the extent necessary to make it enforceable, and all other terms will remain in full force and effect. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Any bond issued by Seller in connection with the sale of the Products shall remain in effect for a maximum of two (2) years after acceptance of the Products, and the only warranty, guaranty or Product performance obligations covered thereby shall be those at Section 9 above. Buyer covenants to return any such bond to Seller upon the earlier to occur of (x) the expiration of the Warranty Period, and (y) the expiration of the aforesaid two-year period. All Product performance obligations of Seller are contingent on the conditions of and within the tank in which the Products are installed being as specified by Seller and will be considered satisfied and discharged upon successful completion of the initial Product performance testing. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY.

SECTION 4

TECHNICAL INFORMATION PAX Residual Control System

- A. Process Description
- B. Major System Components

Attachments

- Attachment 1: Data Sheet
- Attachment 2: Typical Process & Instrumentation Diagram

A. PROCESS DESCRIPTION

The Residual Control System (RCS) developed by PAX Water Technologies is an automated system for controlling disinfectant residual in finished drinking water storage tanks and reservoirs. The system can work for both chlorinated and chloraminated water systems. The PAX RCS is designed to continuously monitor the disinfectant level and precisely dose chemicals (such as chlorine and ammonia) into the tank in order to achieve a process objective, such as to control and maintain a disinfectant concentration target.

The PAX RCS delivers increased stability and control of residual disinfectant by combining the powerful mixing action of the PAX mixer and an advanced control algorithm to monitor and automatically dose an appropriate amount of disinfectant. The combination of a powerful mixer, the proprietary control algorithm developed and extensively validated in the PAX Water R&D Laboratory, and results from full scale installations ensure reliable and consistent performance of the disinfectant control system.

Figure 1* shows a general layout of the RCS process for a drinking water storage tank. The RCS process is accomplished by:

1. Real-time monitoring of multiple water quality parameters, such as disinfectant level
2. Computing chemical dosage and pumping requirement to achieve process objective(s)
3. Chemical dosing using pump and injection systems

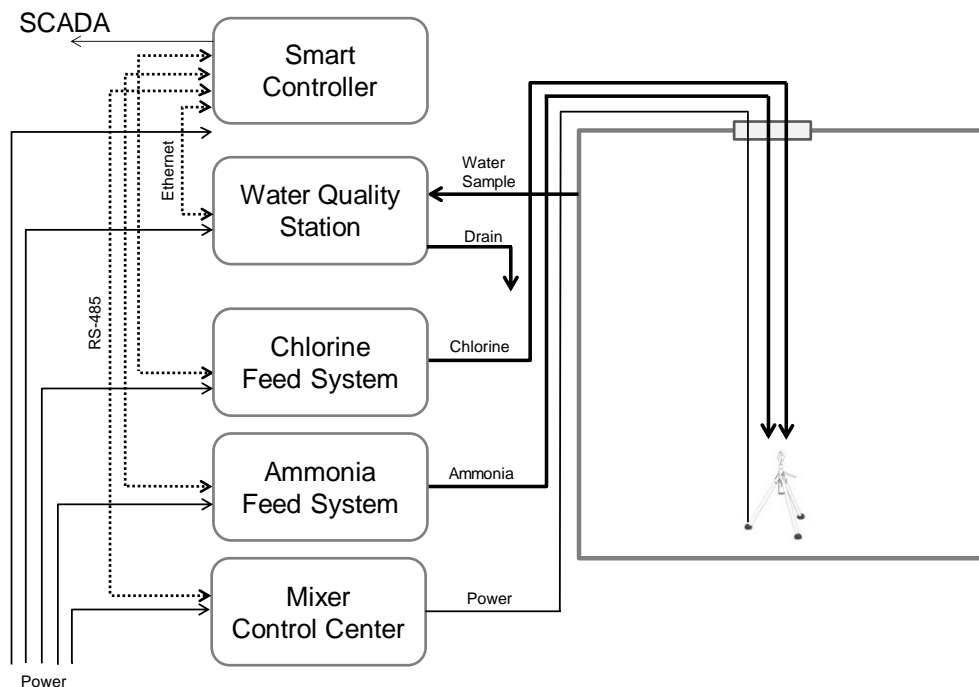


Figure 1. RCS Process Schematic for Chloraminated Water

* Mixer shown in the figure is an impeller mixer. Actual mixer model may differ based on the tank geometry or application.

B. MAJOR SYSTEM COMPONENTS

Water Quality Station™

The Water Quality Station™ (WQS) is an advanced water chemistry measurement system that precisely and continuously samples and measures the disinfectant chemistry inside a water tank or pipe. The WQS utilizes a set of sensors that measure the temperature, pH, Oxidation-Reduction Potential (ORP), total chlorine and, if the WQS is used for a storage tank, the water level. These measurements are displayed in real time on the Human-Machine Interface (HMI) display and are continuously logged onto a USB flash drive for analysis.

PAX Smart Controller

The PAX Smart Controller (PSC) is the “brain” of the RCS. The PSC is a controller, monitor and data acquisition system all in one. By having an intuitive and user friendly interface, the PSC menu allows the operator to program a set point for the disinfection level (monochloramine or free chlorine) and continuously monitors the water quality data from the Water Quality Station (WQS). When disinfectant levels fall below the set point, the PSC commands the chemical feeds skids to precisely add disinfectant to maintain uniform and consistent water quality inside the tank.

As the WQS is continuously monitoring water quality and providing real-time feedback to PSC, the PSC is not only displaying the feedback for anyone to observe but also logging data from up to 24 operator-chosen outputs to an SD card inside the controller. This allows water system operators and managers to collect data on the quality of the water within the system for any duration of time from minutes to years. These data sets will allow utilities to evaluate day to day operations, react to unexpected changes in water chemistry and observe the effects of treatment plant changes on distribution system water quality. The system also has an extensive Alarm Management System built into the software that will alert the user of any irregularities within the system and produce an automated response, from an alert on the screen to system shut down, in order to ensure safe operating conditions.

Chemical Feed System

The Chemical Feed System is designed with the necessary components to safely and precisely inject disinfectant (ammonia and/or chlorine) into potable water. The Chemical Feed System provides power connections to the chemical dosing pump via an analog and/or digital signal or a direct 110V outlet activated by the PAX Smart Controller. The Chemical Feed System also monitors the pump and provides feedback to the PAX Smart Controller. Based on this feedback, the PAX Smart Controller can activate any alarms and system response that are included in the extensive Alarm Management System.

PAX Water Mixer

The PAX Water Mixer is an active, submersible mixing system for cost effective management of drinking water quality in storage tanks and reservoirs. The PAX Water Mixer rapidly and completely mixes disinfectant chemicals into the entire volume of water in the tank, enabling rapid homogenization and maximum water quality stability and reliability. Efficient and effective mixing of large volumes is made possible by the patented geometry which establishes a stable flow structure throughout the storage volume.



Water Quality Station (WQS) Product Specifications



The Water Quality Station (WQS) is a panel of advanced sensors that continuously analyze water chemistry inside your tank to provide:

- Real-time data on water temperature, pH and chlorine
- Alarm notifications when there are unexpected changes in water chemistry
- Remote monitoring of water quality in the distribution system (SCADA compatible)



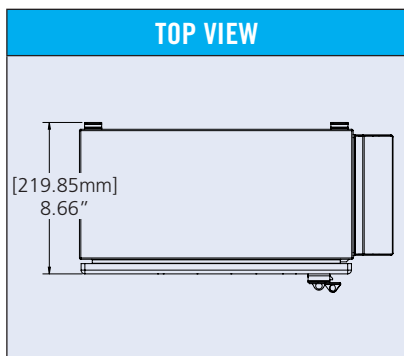
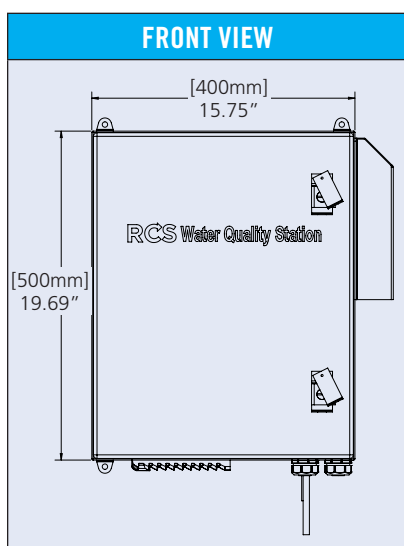
Take control of water quality.
For more information, call **1-866-729-6493** or visit **www.paxwater.com**





Water Quality Station (WQS) Product Specifications

The PAX Water Quality Station (WQS) is a panel of advanced water chemistry sensors that may be used as part of the PAX Residual Control System (RCS) for managing residual levels in the distribution system or as a stand-alone product. The WQS continuously samples and monitors residual, pH and temperature inside storage tanks and pipes and provides real-time alerts when there are unexpected changes in water quality.



WQS SPECIFICATIONS	
Total Chlorine	<ul style="list-style-type: none"> Amperometric reagent less online sensor Measuring range: 0-10 PPM Resolution: 0.01 PPM
Temperature	<ul style="list-style-type: none"> Measuring range: 0-100 C Resolution: 0.1 C
pH	<ul style="list-style-type: none"> Measuring range: 0-14 Resolution: 0.01
Water Level (Optional)	<ul style="list-style-type: none"> Pressure transducer Resolution: 1% of maximum scale
Sampling and Discharge Flow Rate	10 GPH (0.16 GPM or 0.61 LPM)
Flow Control	Adj. pressure regulator
Flow Verification	Flow switch
Power	Standard 110 VAC
Water Connection	3/8" Push-connect
Connectivity	Ethernet connection with PAX Smart Controller
Enclosure	<ul style="list-style-type: none"> 18" H x 16" W x 8" D, powder-coated carbon steel Equal to or greater than NEMA 3R rating
Data Logging	Real-time DAQ on USB flash drive

Take control of water quality.
For more information, call **1-866-729-6493** or visit **www.paxwater.com**



Smart Controller Product Specifications



The PAX Smart Controller enables operators to set and maintain residual levels in free chlorine or chloraminated systems and features:

- Real-time water quality analysis and control
- Touch-screen dashboard to set residual level at a predetermined set-point
- Remote monitoring of water quality in the distribution system (SCADA compatible)



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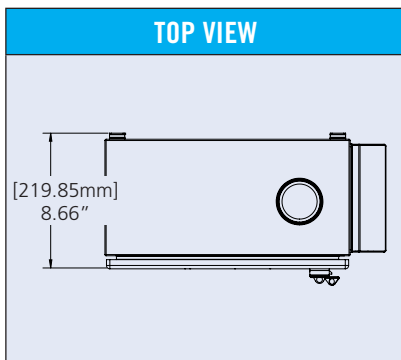
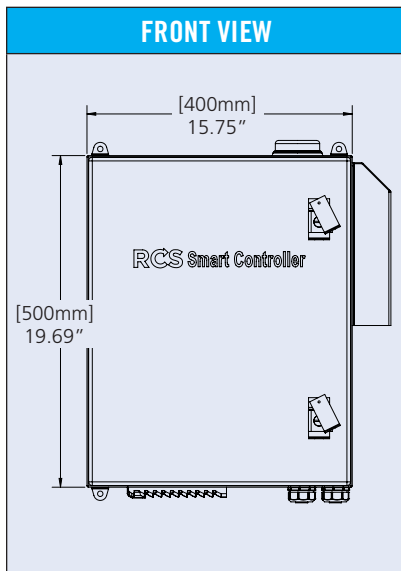




Smart Controller

Product Specifications

The PAX Smart Controller is the brain of the PAX Residual Control System (RCS) for managing distribution system water quality. The Smart Controller continuously analyzes water quality data, and issues dosing commands to the PAX Chemical Feed System to maintain residual levels at a predetermined set-point.



SMART CONTROLLER SPECIFICATIONS	
HMI	6" LCD touch screen
Water Quality Station Communication	Quick disconnect cable
Chemical Dosing Controller	RS-485 port for chemical feed system communications
Data Logging	<ul style="list-style-type: none">• SD Card for continuous storage• 4G on USB flash drive
SCADA	<ul style="list-style-type: none">• 4 analog output (4-20 mA)• 8 digital relay• Modbus TCP/IP (standard)
Power	Standard 120 VAC, 10 amp circuit breaker
Battery Back-Up	Up to 15 minutes of battery power
Emergency Shut-Down	Press-released switch for shutting the power down in case of an emergency
Communication	Ethernet based access to HMI software from computer or smartphone within same network
Enclosure	<ul style="list-style-type: none">• 18" H x 16" W x 8" D, powder-coated carbon steel• Equal to or greater than NEMA 3R rating

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For more information, call **1-866-729-6493** or visit **www.paxwater.com**



Chemical Feed System Product Specifications



The PAX Chemical Feed System reliably and precisely delivers disinfectant chemicals (chlorine and/or ammonia) into a water tank or pipes and features:

- Customizable pump skid to meet site specific applications
- Monitoring of pump performance and chemical levels
- Leak detection and 9 gallons of secondary containment

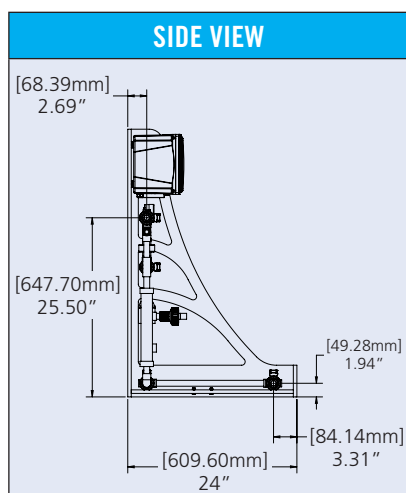
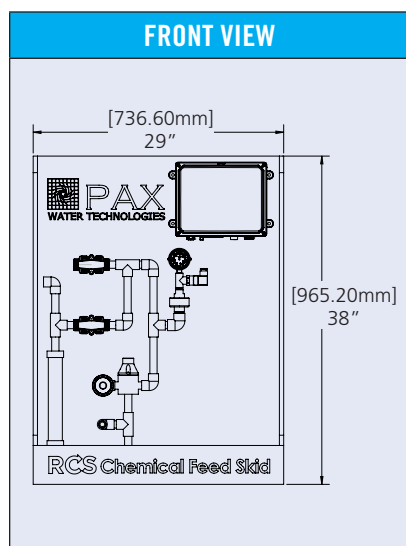


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Chemical Feed System Product Specifications

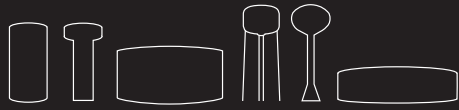
The PAX Chemical Feed System is part of the PAX Residual Control System (RCS) for managing distribution system water quality. The Chemical Feed System delivers disinfectant chemicals directly into water tanks or into distribution system mains based on a predetermined set-point.



CHEMICAL FEED SYSTEM SPECIFICATIONS	
Skid	Black polypropylene
Pump	Blue-White Industries Flex-Pro model M3 peristaltic pump (recommended)
Piping	PVC schedule 80
Tubing	3/8" O.D. polyethylene tubing, NSF 61 certified
Ball Valves	True unions, PVC body
Pressure Relief Valve	PVC body, adjustable pressure range 10-250 psi
Calibration Cylinder	PVC body and end caps, 250 ml (4 GPH) volume
Pressure Gauge w/ Guard	2-1/2" dial, liquid filled stainless steel gauge
Pressure Transmitter	0-100 psi, 4-20 mA output
Check Valve	PVC body, cracking pressure 1.0 to 1.5 psi
Secondary Containment	9 gallons secondary containment

CHEMICAL DOSING CONTROLLER SPECIFICATIONS	
Input/Output	<ul style="list-style-type: none"> • 2 digital inputs • 2 digital outputs • 1 analog input • 1 analog output
Communication	Modbus protocol with PAX Smart Controller
Connection	RS-485 cable
Power	Standard 110 VAC
Enclosure	<ul style="list-style-type: none"> • 10" H x 8" W x 6" D, polycarbonate • Equal to or greater than NEMA 3R rating
Pump Control Option	<ul style="list-style-type: none"> • Digital relay • Analog (4-20 mA) • Power switch

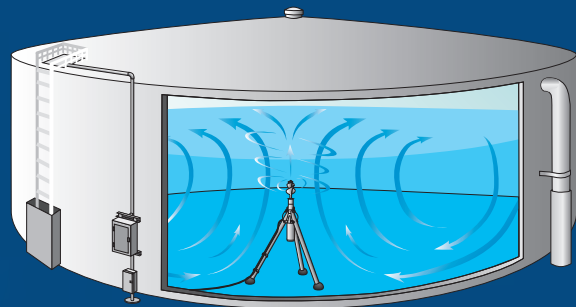
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PAX Water Mixer (PWM400) Product Specifications

Powerful Active Mixer for Water Storage Tanks

- Eliminates thermal stratification
- Improves disinfectant residual levels
- Lowers DBPs and nitrifying bacteria
- Protects tank from ice damage and corrosion
- Reduces variability in water taste and odor



The PAX Water Mixer creates a powerful vortex flow pattern to thoroughly circulate the entire tank volume.

Find out how a PAX Water Mixer can help you.
Call our Water Quality Specialists today at **1-866-729-6493**
or visit **www.paxwater.com**

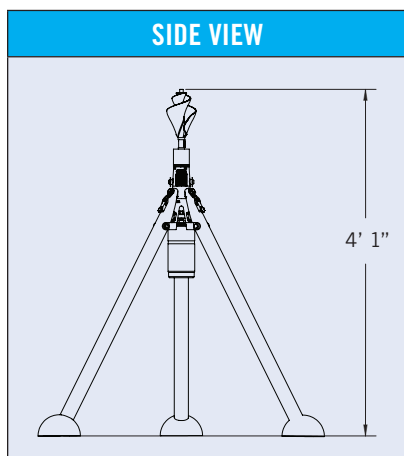


PAX Water Mixer (PWM400)

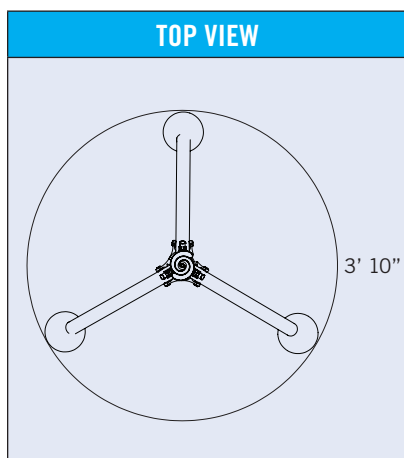
Product Specifications

The PAX Water Mixer is a powerful active mixer that improves water quality in storage tanks. The mixer's patented Lily impeller creates a powerful vortex flow pattern that thoroughly circulates the entire tank volume while using very little energy. PAX Water Mixers are easy to install and maintain – no heavy cranes, lifting equipment or tank alterations are required and the mixer can be easily lowered through the tank hatch or installed by a diver.

SIDE VIEW



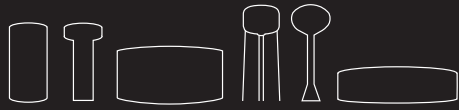
TOP VIEW



MIXER SPECIFICATIONS

Power Supply Requirement	120/240 VAC, 50/60 Hz, 15 amp circuit
Customer Supplied Power Switch	Type 3R safety disconnect switch
Motor Type	230 VAC, water-filled, water-lubricated
RPM	1200
Nominal Power Draw	0.345 kVA (345 watts)
Impeller Specifications	316 stainless steel 8" (21 cm) tall x 5" (11 cm) diameter
Footprint Diameter	3' 10" (117 cm)
Height	4' 1" (124 cm)
Weight: Mixer Assembly	53 lbs (24 kg)
Weight: Control Center	30 lbs (13 kg)
Material: Control Center	Powder-coated carbon steel, Type 3R enclosure
Material: Stand	316 stainless steel
Material: Motor Seals	Chlorine/chloramine-resistant NBR rubber
Material: Feet	Chlorine/chloramine-resistant EPDM rubber
Wiring	NSF 61 & UL-listed submersible pump cable 14 AWG (2.1 mm ²) XLPE

Find out how a PAX Water Mixer can help you.
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or visit **www.paxwater.com**

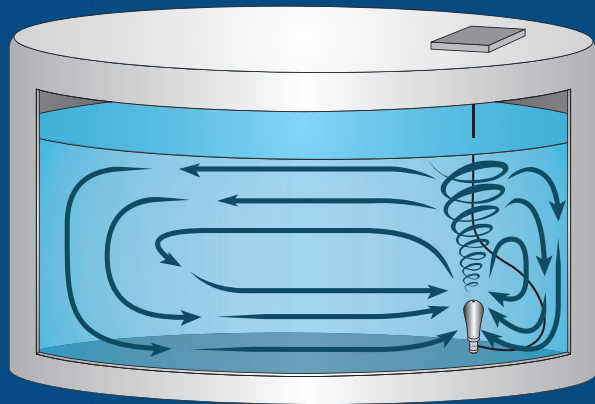


PAX Water Mixer (PWM150) Product Specifications



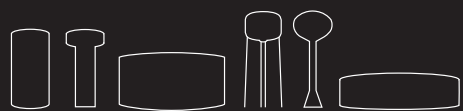
Powerful Jet Mixer for Water Storage Tanks

- Lightweight and easy-to-install
- Eliminates thermal stratification
- Improves disinfectant residual levels
- Lowers DBPs and nitrifying bacteria
- Protects tank from ice damage and corrosion



The PAX Water Mixer creates a powerful vortex flow pattern to thoroughly circulate the entire tank volume

Find out how a PAX Water Mixer can help you
Call our Water Quality Specialists today at **1-866-729-6493**
or visit **www.paxwater.com**

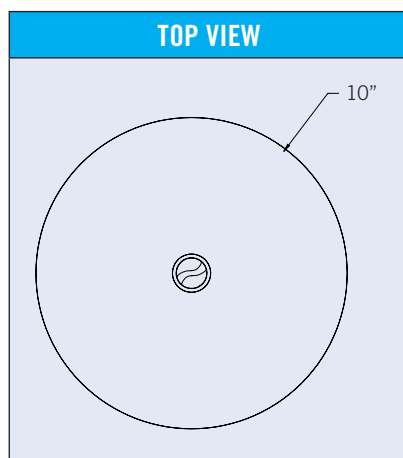
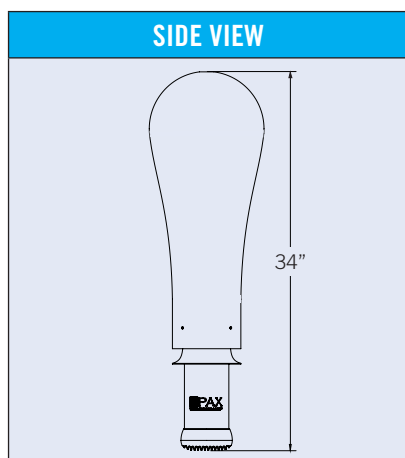


PAX Water Mixer (PWM150)

Product Specifications

The PAX Water Mixer (PWM150) is an active jet mixer for water storage tanks. The mixer creates a powerful vortex flow pattern to thoroughly circulate the entire tank volume and prevent water quality issues. Compact and lightweight, the mixer can be easily lowered into the tank from the hatch and self-rights on the tank floor, even on a sloped surface.

MIXER SPECIFICATIONS	PWM150 (115)	PWM150 (115) with Control Center (PCC155)	PWM150 (230)	PWM150 (230) with Control Center (PCC155)
Power Supply Requirement	120 VAC, 60 Hz, GFCI-protected, 20 amp circuit	120 VAC, 50/60 Hz, non GFCI-protected, 20 amp circuit	240 VAC, 60 Hz, GFCI-protected, 15 amp circuit	240 VAC, 50/60 Hz, non GFCI-protected, 20 amp circuit
Customer Supplied Power Switch	Type 3R safety disconnect switch			
Motor Type	115 VAC, 60 Hz, water-filled, water-lubricated	230 VAC, 60 Hz, water-filled, water-lubricated	230 VAC, 60 Hz, water-filled, water-lubricated	230 VAC, 60 Hz, water-filled, water-lubricated
Nominal Power Draw	1.15 kVA (670 watts)	1.15 kVA (1070 watts)	1.15 kVA (670 watts)	1.15 kVA (1070 watts)
Footprint Diameter	10" (25 cm)			
Height	34" (85 cm)			
Weight	42 lbs (19 kg)			
Material: Housing	316 stainless steel			
Material: Motor Seals	Chlorine/chloramine-resistant NBR rubber			
Material: Foot	Chlorine/chloramine-resistant EPDM rubber			
Wiring	NSF 61 & UL-listed submersible pump cable 14 AWG (2.1 mm ²) XLPE			
Weight: Control Center	N/A	42 lbs (19 kg)	N/A	42 lbs (19 kg)
Material: Control Center	N/A	Powder-coated carbon steel, Type 3R enclosure	N/A	Powder-coated carbon steel, Type 3R enclosure





Legislation Details (With Text)

File #: AGR 17-032 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 6/28/2017 **In control:** City Council
On agenda: 7/18/2017 **Final action:**
Title: Consideration of and action on a Mutual Aid Fire Protection and Agreement.
Sponsors:
Indexes:
Code sections:
Attachments: [Mutual Aid Fire Protection and Agreement](#)

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Consideration of and action on a Mutual Aid Fire Protection and Agreement.

Summary:

During the term of the agreement, the Parties (see below) agree to provide upon request fire protection and suppression personnel and to make available equipment or facilities for the suppression of fires or the duties and responsibilities associated with saving lives and property.

The term of the agreement is for one (1) year with recurring annual renewals for one (1) year unless a party gives written notice to terminate.

Parties:

Fire, Volunteer and EMS: Aldine, Atascocita, Champions, City of Jersey Village, Cy-Fair, Cypress Creek, Forest Bend, Friendswood, Huffman, Humble, Klein, Laporte, League City, Northwest, Pasadena, Pearland, Port of Houston, Ponderosa, Rosehill, Seabrook, Spring, Tomball, Webster, West University Place and Westlake.

Harris County Emergency Service Districts: #13, #15, #16, #20, #21, #2, #28, #29, #3, #46, #48 and #9

Fiscal/Budgetary Impact:

None

Enter into the Mutual Aid Fire Protection and Agreement with parties as identified

MUTUAL AID FIRE PROTECTION & AGREEMENT

THE STATE OF TEXAS §

HARRIS COUNTY §

This Agreement is made and entered into by and between the “Entities”, as described in Section IX Definitions, of Harris County, and adjoining “Entities, (hereinafter referred to as the “Parties”) that have signed this Agreement.

Whereas, the undersigned Parties desire to enter into a mutual aid fire protection agreement wherein the equipment, facilities, and trained personnel of each fire department are available to the other Parties in this mutual aid agreement on an as requested basis.

Now therefore, that in consideration of the mutual covenants, agreements and benefits to all Parties, it is hereby AGREED as follows:

I. Scope of Services

A. During the term of this Agreement, the Parties agree to provide upon request such fire protection and suppression personnel and to make available such equipment or facilities as may be needed for the suppression of fires or the duties and responsibilities associated with saving lives and property within the jurisdictional areas of the requesting department; provided that the personnel, equipment or facilities requested are not otherwise required within the jurisdiction as determined by the Fire Chief or Chief Fire Service Officer or his/her designated representative of the providing party. It is expressly understood and agreed by all Parties hereto that no providing Party shall be required to use any equipment, facilities and/or personnel where such use would prevent or disrupt adequate protection of its own jurisdictional area. Requests for mutual aid made

pursuant to this Agreement shall be made by and to the respective Fire Chiefs or Chief Fire Safety Officers or their designated representatives.

B. The Parties agree that a request will only be made when an emergency occurs in their jurisdiction that cannot be handled by the resources of that jurisdiction and is beyond the requesting party's capabilities.

C. The Parties agree:

- a. to maintain the work force and equipment needed to sufficiently control fires or other emergencies common to the saving of lives and property which are most likely to occur within their jurisdiction;
- b. to maintain an emergency action plan for activating their personnel and equipment within their jurisdiction;
- c. to maintain established procedures for the mitigation of emergencies; and
- d. to provide all other departments with current lists of the available work force and or materials and equipment which, under most circumstances, could be furnished to the requesting department.

D. In the event a local, state or national emergency is declared, this Agreement shall not constitute a waiver of the rights of the respective parties to claim local, state and/or federal funds or reimbursements.

E. Notwithstanding Subsection I.A. of this Agreement, if a Party hereto requests mutual aid assistance that requires a response that exceeds twelve (12) consecutive hours, the Requesting Party shall reimburse the Responding Party its actual cost for providing mutual aid assistance to the Requesting Party after the first twelve (12) hours, including costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation, provided that,

in no event shall the cost for a service or item be greater than the rate, as such rates are amended from time to time, set by the Federal Emergency Management Agency (FEMA) for the substantially same service or item. FEMA rates are available at <http://www.fema.gov>. The Parties mutually agree that a Responding Party shall not be entitled to and will not seek reimbursement from a Requesting Party for either: (a) assistance provided that does not exceed twelve (12) consecutive hours or (b) for assistance provided during the initial twelve (12) hours of the response.

F. Nothing herein shall be construed as a warranty or guaranty of response, whether in terms of there being appropriate assets available or sufficient personnel being available to respond.

II. Direction and Control

The requested fire service company(s) or task force(s), [as defined in Section IX Definitions], shall be under the direction and control of their own company officer or task force leader. The company will remain intact as a unit, responsible for its own equipment and personnel throughout the incident. The company officer or task force leader will report to the Command Post [as defined in Section IX, Definitions] of the Incident Commander [as defined in Section IX, Definitions] of the requesting department and will make himself/herself and the company or task force for which they are responsible available for service. The Incident Commander will assume direction and control of the unit in whole and will give that unit an assignment. The fact that the task at hand is inherently dangerous must always be considered.

III. Equipment and Consumable Resources

A. The condition of the equipment must be the sole responsibility of its owner. Except as

provided by Section I.D. above, if the equipment is damaged or destroyed during the Incident, the financial responsibility is the owner's which may be recovered through insurance acquired by the owner or any other resource available to the owner, and the requesting party will never be responsible for damage to equipment, injury to persons or for the actions of the responding party.

B. Except as provided by Section I.D. above, any consumable resources may be reimbursed by or through the Incident Commander's jurisdiction (Requesting Party) provided that sufficient funds have been appropriated for said purpose. The Incident Commander has a right to recover any -- and all cost of the incident from any resources available-

C. In the event the incident receives a Disaster Declaration from State or Federal authority, the requesting party shall make the claim to include the actual cost involved of responding parties on the requesting party sub-grant application. The requesting party shall disburse the proportionate share of state/federal funds to responding parties in a timely manner.

IV. Term of Agreement

The term of this Agreement shall be for one (1) year with recurring annual renewals for one (1) year each unless a party gives written notice to terminate. Any Party shall have the right to terminate upon thirty (30) days written notice to the other Parties. The addition or deletion of departments to or from this Agreement shall not affect the Agreement as to the remaining Parties.

V. Amendments

This Agreement can be amended or replaced by a majority of the Parties. All of the Parties must be notified in writing within thirty (30) days and an open forum must be held in which all of

the Parties have been invited to attend. The Amendment will not be effective to any party who does not agree.

VI.
Compliance with All Applicable Laws

The Departments shall observe and comply with all Federal, State, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of all obligations undertaken by this Agreement.

VII.
Legal Considerations

- A. All local, State, and Federal laws shall supersede any provisions made in this Agreement. Any provision so effected will not negate the rest of the Agreement. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- B. Venue for any proceeding under this Agreement shall be in Harris County, Texas.
- C. This Agreement shall become effective upon each Party's signing of said instrument.
- D. This Agreement supersedes and replaces all previous Harris County Fire Fighter Association (HCFFA) Mutual Aid Agreements as between any two Parties to this Agreement ninety (90) days after execution of this Agreement by those same Parties. This Agreement also supersedes and replaces any and all previous mutual aid agreements and/or any other similar agreements of assistance between any two or more Parties to this Agreement upon the execution of this Agreement by those same Parties.

VIII. Liability

A. The Parties agree that except with respect to the matter of reimbursement as otherwise provided for in this Agreement, each shall be responsible for its own actions and those of its members while fighting fires, providing rescue services, providing fire responses, emergency medical services, traveling to or from the emergency scene, or in any manner providing services pursuant to and within the scope of this Agreement or a supplement thereto.

B. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder.

IX. Definitions

A. **Entities** – Any Emergency Services Provider that is fire based or 9-1-1 initiated. These would include, but not limited to fire departments, 9-1-1 EMS services, and certain Emergency Service Districts (ESD), cities.

B. **Task Force** – A group of any type or kind of resource, with communications and a leader, temporarily assembled for a specific mission (not to exceed five [5] resources).

C. **Incident Command Post (ICP)** – The field location at which the primary tactical - level, on-scene incident command functions are performed. The ICP may be co-located with the incident base or other incident facilities.

D. **Incident Commander (IC)** – The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The

Department	Date Signed
Aldine Volunteer Fire Department	7/20/2016
Atascocita Volunteer Fire Department	6/22/2016
Champions Fire Department	7/20/2016
City of Jersey Village Fire Department	7/18/2016
Cy-Fair Volunteer Fire Department	6/30/2016
Cypress Creek EMS	12/6/2016
Cypress Creek Volunteer Fire Department	7/26/2016
Forest Bend Volunteer Fire Department	12/1/2016
Friendswood Volunteer Fire Department	7/11/2016
HCESD#13	7/26/2016
HCESD#15	11/21/2016
HCESD#16	8/24/2016
HCESD#20	10/26/2016
HCESD#21	11/16/2016
HCESD#24	7/20/2016
HCESD#28	7/12/2016
HCESD#29	7/20/2016
HCESD#3	11/16/2016
HCESD#46	6/22/2016
HCESD#46	11/16/2016
HCESD#48	11/18/2016
HCESD#9	6/30/2016
Huffman Volunteer Fire Department	11/16/2016
Humble Fire Department	6/24/2016
Klein Volunteer Fire Department	8/24/2016
LaPorte Volunteer Fire Department	11/21/2016
League City Volunteer Fire Department	12/5/2016
Northwest Volunteer Fire Department	10/26/2016
Pasadena Volunteer Fire Department	11/18/2016
Pearland Fire Department	2/6/2017
Port of Houston Fire Department	2/6/2017
Ponderosa Volunteer Fire Department	7/12/2016
Rosehill Volunteer Fire Department	11/16/2016
Seabrook Volunteer Fire Department	7/6/2016
Spring Volunteer Fire Department	8/25/2016
Tomball Fire Department	11/21/2016
Webster Fire Department	6/27/2016
West University Place Fire Department	8/8/2016
Westlake Volunteer Fire Department	6/27/2016



Legislation Details (With Text)

File #: ACT 17-034 **Version:** 1 **Name:**

Type: Acceptance **Status:** Agenda Ready

File created: 7/11/2017 **In control:** City Council

On agenda: 7/18/2017 **Final action:**

Title: Consideration of and action on an ordinance approving the acceptance of a donation of real property from Mr. Dean Lawther.

Sponsors:

Indexes:

Code sections:

Attachments: [Dedication Deed for park from Dean Lawther \(002\)](#)
[Lawther Deed \(July 17\)](#)

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Consideration of and action on an ordinance approving the acceptance of a donation of real property from Mr. Dean Lawther.

With this item, Council is accepting the donation of a 4.5663 acre parcel of property from Mr. Dean Lawther. You may recall, Council has discussed accepting this property for the past few years. It is located in southwest Deer Park along Glenwood Avenue, just across the HCFCD ditch from the western boundary of the Spencerview Sports Complex. The City plans to utilize this property to serve as a future parking area for baseball fields in Spencerview. Attached to this agenda item are the aforementioned ordinance along with the property deed.

Summary:

Fiscal/Budgetary Impact:

N/A

It is recommended the property be accepted.

ORDINANCE _____

AN ORDINANCE APPROVING AND ACCEPTING THE DEDICATION FROM DEAN LAWTHER TO THE CITY OF DEER PARK OF A 4.5663 ACRE TRACT OF LAND OUT OF LOT 12, OF IOWA GARDENS SUBDIVISION IN HARRIS COUNTY, TEXAS TO BE USED AS A CITY PARK, IN THE CITY OF DEER PARK, TEXAS; AND DECLARING AN EMERGENCY.

1. The City Council of the City of Deer Park hereby approves the granting of a 4.5663 acre tract of land out of Lot 12, of Iowa Gardens Subdivision, Harris County, Texas for a City Park, as set out on the copy of the Dedication Deed attached hereto as Exhibit "A". The Mayor and City Council of the City of Deer Park hereby approve and accept said dedication on behalf of the City of Deer Park.

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, Government Code of The State of Texas.

3. The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare in that the facilities provided for by this Ordinance can become available at the earliest possible moment, so as to provide park facilities within the City in order to assure adequate health and protection for the citizens of Deer Park, Texas, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with and this Ordinance should be passed finally on its introduction; and, accordingly, such requirement is dispensed with and this Ordinance shall take effect upon its passage and approval by the Mayor.

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 _____, 2017 **by a vote of** _____ **“Ayes” and** _____ **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney

DEDICATION DEED

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

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

That **DEAN LAWTHER**, of Harris County, Texas, for and in consideration of **ONE AND NO/100 (\$1.00) DOLLAR** and other good and valuable consideration to them in hand paid by the **CITY OF DEER PARK, TEXAS**, of Harris County, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, have **GRANTED, DEDICATED and CONVEYED**, and by these presents do **GRANT, DEDICATE and CONVEY** unto the said **CITY OF DEER PARK, TEXAS**, all of his interest in the following described real property, together with all improvements thereof situated (collectively the "Property") for a public park and being described as follows, to-wit:

Being a 4.5663 acre tract of land out of Lot 12, Iowa Gardens Subdivision, as recorded in Volume 3, Page 4, of the Map Records of Harris County, Texas, and being out of the Fabricus Reynolds Survey, A-643, Deer Park, Harris County, Texas, and being a 4.5663 acre remainder out of that same called 7.7892 acre tract of land described in a deed from Roy Sessions, to Dean Lawther, as recorded in Harris County Clerk File Number 20070402766, and being more particularly described by metes and bounds in Exhibit "A" which is attached hereto and incorporated herein.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said **CITY OF DEER PARK, TEXAS**, its successors and assigns forever.

Words of any gender used in this document shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa unless to context requires otherwise.

WITNESS my hand this the 7th day of July, 2017.

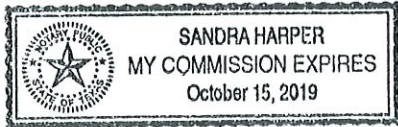
Dean Lawther
DEAN LAWTHER

THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on this the 7th day of July, 2017 by DEAN LAWTHIER.



Sandra Harper
Notary Public in and for the
State of TEXAS

Address of Grantee:

METES AND BOUNDS DESCRIPTION

OF

A 4.5663 ACRE TRACT

Being a 4.5663 acre tract of land out of Lot 12, Iowa Gardens Subdivision, as recorded in Volume 3, Page 4, of the Map Records of Harris County, Texas, and being out of the Fabricus Reynolds Survey, A-643, Deer Park, Harris County, Texas, and being a 4.5663 acre remainder out of that same called 7.7892 acre tract of land described in a deed from Roy Sessions, to Dean Lawther, as recorded in Harris County Clerk File Number 20070402766, and being more particularly described by metes and bounds as follows:

Bearings referenced herein are based on the Texas State Plane Coordinate System, Texas South Central Zone.

BEGINNING at a found 5/8" Iron Rod, marking the northwest corner of the herein described 4.5663 acre tract and the southwest corner of Glenwood Trails Apartments Phase 2 Subdivision;

THENCE North 86 Degrees 38 Minutes 32 Seconds East, along and with the north line of the herein described 4.5663 acre tract and the south line of the aforementioned Glenwood Trails Apartments Phase 2 Subdivision, a distance of 904.34 (Call 904.26') to a found 5/8" Iron Rod with cap (Total Surveyors), said point being the northeast corner of the herein described 4.5663 acre tract, the southeast corner of Glenwood Trails Apartments Phase 2 Subdivision, and being in the common line of Lots 12 and 13, of Iowa Gardens;

THENCE South 03 Degrees 04 Minutes 19 Seconds East (Call South 03 Degrees 01 Minutes 01 Seconds East) along and with the East line of the herein called 4.5663 acre tract and the west line of a called 9.6955 acre tract as recorded under Harris County Clerk File Number Z377715, and being the common line of Lots 12 and 13, Iowa Gardens, a distance of 221.51 feet, to a Found 3/4" Iron Rod with cap (Arborleaf), said point marking the southeast corner of the herein described 4.5663 acre tract and the northeast corner of a called 19.4497 acre tract as recorded under Harris County Clerk File Number P275323;

THENCE South 86 Degrees 50 Minutes 14 Seconds West, along and with the south line of the herein described 4.5663 acre tract and the north line of the aforementioned 19.4497 acre tract, a distance of 904.19' to a found 3/4" Iron Rod with cap (Arborleaf) , marking the southwest corner of the herein described 4.5663 acre tract, and it's intersection with the east right-of-way line of Glenwood Drive;

THENCE North 03°06'29" West, (Call North 03°07'56" West), along and with the east right-of-way line of Glenwood Drive, a distance of 218.43 feet, to the Point of Beginning.

Containing within these calls 4.5663 acres or 198,908.31 square feet.



Legislation Details (With Text)

File #: ORD 17-041 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 7/11/2017 **In control:** City Council

On agenda: 7/18/2017 **Final action:**

Title: Consideration of and action on an ordinance calling a public hearing on the proposed FY 2017-2018 Crime Control and Prevention District Budget.

Sponsors: City Manager's Office

Indexes:

Code sections:

Attachments: [Proposed CCPD Budget - 07.10.17 Revised](#)
[Ord - Call PH CCPD 17-18 Budget](#)

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Consideration of and action on an ordinance calling a public hearing on the proposed FY 2017-2018 Crime Control and Prevention District Budget.

Summary:

The Crime Control and Prevention District Act (Chapter 363 of the Texas Local Government Code) prescribes the process for adopting an annual budget for the Crime Control and Prevention District. On June 12, 2017, the Crime Control and Prevention District Board of Directors ("Board") conducted a public hearing on the proposed FY 2017-2018 Crime Control and Prevention District Budget. On July 10, 2017, the Board approved the FY 2017-2018 Crime Control and Prevention District Budget and voted to submit the budget to the City Council. The City Council is scheduled to conduct a public hearing on the budget on August 15, 2017 at 7:30 p.m. Afterward, during the regular meeting, the City Council will consider action on the budget. This schedule is in accordance with the Crime Control and Prevention District Act, which states that not later than the 30th day before the date the fiscal year begins, the governing body shall approve or reject the budget submitted by the Board. If the City Council rejects the budget submitted by the Board, the City Council and the Board shall meet and together amend and approve the budget before the beginning of the fiscal year, which is October 1. Attached is the budget approved by the CCPD Board formatted for inclusion in the FY 2017-2018 City Budget as a "Component Unit."

Fiscal/Budgetary Impact:

Adoption of the FY 2017-2018 Crime Control and Prevention District Budget is necessary to carry out the programs adopted by the Board and funded by the 1/4% dedicated sales tax approved by the voters.

Approve the proposed ordinance.

CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2017-2018 ANNUAL BUDGET

REVENUE SUMMARY

DESCRIPTION	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 16-17	PROJECTED 17-18
Tax Revenue	\$ 1,688,740	\$ 1,320,000	\$ 1,489,000	\$ 1,366,800	\$ 1,366,800
Other Revenue	2,133	-	1,500	-	-
Prior Year Revenue	-	-	1,658,279	53,414	75,296
Total Revenue	\$ 1,690,873	\$ 1,320,000	\$ 3,148,779	\$ 1,420,214	\$ 1,442,096

CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2017-2018 ANNUAL BUDGET

DESCRIPTION	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 16-17	PROJECTED 17-18
<u>3100 TAX REVENUE</u>					
3120 Sales Tax Revenue	\$ 1,688,740	\$ 1,320,000	\$ 1,489,000	\$ 1,366,800	\$ 1,366,800
Total Tax Revenue	<u>1,688,740</u>	<u>1,320,000</u>	<u>1,489,000</u>	<u>1,366,800</u>	<u>1,366,800</u>
<u>3600 OTHER REVENUE</u>					
3620 Investment Revenue	2,133	-	1,500	-	-
3630 Insurance Reimbursement	-	-	-	-	-
Total Other Revenue	<u>2,133</u>	<u>-</u>	<u>1,500</u>	<u>-</u>	<u>-</u>
Prior Year Revenue	<u>-</u>	<u>-</u>	<u>1,658,279</u>	<u>53,414</u>	<u>75,296</u>
TOTAL REVENUE	<u>\$ 1,690,873</u>	<u>\$ 1,320,000</u>	<u>\$ 3,148,779</u>	<u>\$ 1,420,214</u>	<u>\$ 1,442,096</u>

CITY OF DEER PARK
2017-2018 ANNUAL BUDGET
CRIME CONTROL AND PREVENTION DISTRICT EXPENDITURE SUMMARY

DEPARTMENT	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 16-17	PROPOSED 17-18
Total Police Services	\$ 1,304,927	\$ 1,320,000	\$ 3,089,779	\$ 1,420,214	\$ 1,442,096
TOTAL EXPENDITURES	<u>\$ 1,304,927</u>	<u>\$ 1,320,000</u>	<u>\$ 3,089,779</u>	<u>\$ 1,420,214</u>	<u>\$ 1,442,096</u>

CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2017-2018 ANNUAL BUDGET

EXPENDITURE SUMMARY

DESCRIPTION	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 17-18	PROPOSED 17-18
Personnel & Related	\$ 246,926	\$ 445,902	\$ 344,116	\$ 671,857	\$ 693,739
Services	72,914	93,460	85,151	105,294	105,294
Supplies	139,087	121,420	112,100	180,826	180,826
Repairs & Maintenance	-	-	-	-	-
Other Operating Expenditures	-	-	-	15,000	15,000
Capital Outlay	846,000	400,156	2,548,412	447,237	447,237
Transition Fund	-	259,062	-	-	-
Total Expenditures	\$ 1,304,927	\$ 1,320,000	\$ 3,089,779	\$ 1,420,214	\$ 1,442,096

PERSONNEL SCHEDULE

Crime Prevention Officer	1	1	1	1	1
Sergeant - Investigations	1	1	1	1	1
Pro-Act Investigators	0	0	0	2	2
Dispatcher	3	3	3	3	3

PROGRAM DESCRIPTION

The purpose of this special revenue district is to enhance the capability of law enforcement and to further crime prevention programs in Deer Park.

CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2017-2018 ANNUAL BUDGET

DESCRIPTION	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 17-18	PROPOSED 17-18
<u>4100 PERSONNEL & RELATED</u>					
4101 Salaries - Full Time	\$ 166,343	\$ 290,532	\$ 214,325	\$ 438,586	\$ 458,861
4104 Salaries - Overtime	15,027	13,840	14,100	20,000	20,000
4106 Social Security/Medicare	13,255	23,154	17,100	34,752	36,304
4107 TMRS	25,616	43,511	29,750	67,404	69,224
4108 Health & Life Insurance	25,579	72,324	67,425	107,832	105,852
4109 Workers Compensation	1,066	2,361	1,360	3,103	3,273
4114 Section 125 Admin Fee	41	180	56	180	225
4117 Health Savings Account	-	-	-	-	-
Total Personnel & Related	246,926	445,902	344,116	671,857	693,739
<u>4200 SERVICES</u>					
4231 Equipment Rental	6,020	21,600	7,200	21,600	21,600
4239 Audit Fee	2,000	2,000	2,000	2,000	2,000
4250 Training & Travel	3,527	828	828	1,410	1,410
4252 Dues & Fees	267	1,436	367	718	718
4279 Software - Other	61,099	65,626	72,786	79,566	79,566
4290 Contract Labor	-	1,970	1,970	-	-
Total Services	72,914	93,460	85,151	105,294	105,294
<u>4300 SUPPLIES</u>					
4304 Data Processing Supplies	-	699	629	-	-
4305 Printing	2,630	-	-	-	-
4307 Postage	1,866	185	30	327	327
4308 Small Tools & Minor Equipment	133,564	120,536	111,441	152,128	152,128
4311 Uniforms	1,026	-	-	-	-
4314 Protective Clothing	-	-	-	28,371	28,371
Total Supplies	139,087	121,420	112,100	180,826	180,826
<u>4400 REPAIRS & MAINTENANCE</u>					
4402 Machinery & Equipment	-	-	-	-	-
Total Repairs & Maintenance	-	-	-	-	-
<u>4500 OTHER OPERATING EXP.</u>					
4511 Salary Incentive Contingency	-	-	-	15,000	15,000
Total Other Operating Exp.	-	-	-	15,000	15,000

**CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2017-2018 ANNUAL BUDGET**

DESCRIPTION	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 17-18	PROPOSED 17-18
<u>4900 CAPITAL OUTLAY</u>					
4902 Buildings	380,431	-	2,212,259	65,000	65,000
4904 Machinery & Equipment	123,907	194,360	141,957	108,503	108,503
4906 Automobiles & Light Trucks	263,208	205,796	185,787	273,734	273,734
4908 Lease Purchase	49,972	-	-	-	-
4941 Consulting Engineer Fee	28,482	-	8,409	-	-
Total Capital Outlay	<u>846,000</u>	<u>400,156</u>	<u>2,548,412</u>	<u>447,237</u>	<u>447,237</u>
TOTAL OPERATING BUDGET	1,304,927	1,060,938	3,089,779	1,420,214	1,442,096
Transition Fund	<u>-</u>	<u>259,062</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL EXPENDITURES	<u>\$ 1,304,927</u>	<u>\$ 1,320,000</u>	<u>\$ 3,089,779</u>	<u>\$ 1,420,214</u>	<u>\$ 1,442,096</u>

**CITY OF DEER PARK
2017 - 2018 CRIME CONTROL DISTRICT BUDGET**

4100 -	PERSONNEL & RELATED		
4101	Salaries - Full Time	\$	458,861
4104	Overtime		20,000
	Various Benefits (Total)		214,878
	TOTAL PERSONNEL		693,739
4200 -	SERVICES		
4231	Rental Vehicles for ProAct Team & CID Sergeant		21,600
4239	Annual Audit		2,000
4250	Training		1,410
	K-9 Selection & Training	1,410	
4252	Vehicle Registrations for PD Fleet		718
4279	Software - Other		79,566
	OSSI Agency Licensing Fee	46,295	
	OSSI Consortium Fee	17,500	
	Cellebrite UFED Annual License Renewal	3,999	
	Extended Warranty for Dispatch Equipment	11,772	
	TOTAL SERVICES		105,294
4300 -	SUPPLIES		
4307	Postage		327
4308	Equipment		152,128
	Filing Cabinet for Records	1,249	
	Scanner for Records	880	
	Desk for new CID Office	4,000	
	Equipment for new Tahoes (6)	84,313	
	Plastix Plus Trunk Organizers for new Tahoes (6)	14,772	
	Golden Eagle II Mounted Radars (5)	10,190	
	K-9 Equipment for replacement Narcotics Dog	5,020	
	Equipment for Firing Range Training Facility	26,029	
	DVD Recorder for CID	2,000	
	New Desk & Remodel Workspace for Records	3,675	
4314	Protective Clothing		28,371
	Phase 2 of Rifle Vest Purchase	17,229	
	Riot Control Gear for 10 Officers & 1 Supervisor	11,142	
	TOTAL SUPPLIES		180,826
4500 -	OTHER OPERATING EXPENSE		
4511	Salary Incentive Contingency		15,000
	TOTAL OTHER OPERATING EXPENSE		15,000
4900 -	CAPITAL OUTLAY		
4902	Building		65,000
	Weapons Cleaning Storage Building at Firing Range	65,000	
4904	Specialized Equipment		108,503
	Watch Guard In-Car Video System (6)	40,716	
	Data Lux Computer System for Patrol Tahoes (6)	42,994	
	K-9 Narcotics Detection Dog	9,500	
	Reviver AED Package	15,293	
4906	Vehicles		273,734
	Patrol Tahoes (6) & Sedans (2)	273,734	
	TOTAL CAPITAL OUTLAY		447,237
	TOTAL BUDGETED EXPENDITURES	\$	1,442,096

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DEER PARK SETTING A DATE AND TIME FOR A PUBLIC HEARING RELATED TO THE APPROVAL BY CITY COUNCIL OF THE FISCAL YEAR 2017-2018 BUDGET FOR THE CRIME CONTROL AND PREVENTION DISTRICT; AND DECLARING AN EMERGENCY.

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

I.

That the City Council of the City of Deer Park, Texas hereby acknowledges receipt of the Fiscal Year 2017-2018 Crime Control and Prevention District Budget, which was approved by the Crime Control and Prevention District Board of Directors on July 10, 2017.

II.

That pursuant to the provisions of Section 363.205 of the Local Government Code, the City Council of the City of Deer Park, Texas has called, and does hereby call, a Public Hearing to be held on August 15, 2017, at 7:30 p.m. in the City Council Chambers of City Hall, 710 E. San Augustine Street, Deer Park, Texas 77536, at which time and place they will hear all persons desiring to be heard on or in connection with any matter or questions related to the approval by the City Council of the Fiscal Year 2017-2018 Budget for the Crime Control and Prevention District.

III.

That the City Secretary is hereby directed to give notice of said hearing to the public, as required by law.

IV.

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.

V.

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, in that the public hearing for approval of the Fiscal Year 2017-2018 Budget for the Crime Control and Prevention District be adopted at the earliest possible moment to comply with State Law, and to provide protection for persons within the City, thereby creating an emergency, for which the Charter requirement providing for the reading of ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction, and, accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

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 _____, 2017 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 17-042 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 7/11/2017 **In control:** City Council

On agenda: 7/18/2017 **Final action:**

Title: Consideration of and action on an ordinance calling a public hearing on the proposed FY 2017-2018 Fire Control, Prevention and Emergency Medical Services District Budget.

Sponsors: City Manager's Office

Indexes:

Code sections:

Attachments: [Proposed FCPEMSD Budget - 07.10.17](#)
[Ord - Call PH FCPEMSD 17-18 Budget](#)

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Consideration of and action on an ordinance calling a public hearing on the proposed FY 2017-2018 Fire Control, Prevention and Emergency Medical Services District Budget.

Summary:

The Fire Control, Prevention and Emergency Medical Services District Act (Chap. 344 of the Texas Local Government Code) prescribes the process for adopting an annual budget for the Fire Control, Prevention and Emergency Medical Services District. On June 12, 2017, the Fire Control, Prevention and Emergency Medical Services District Board of Directors ("Board") conducted a public hearing on the proposed FY 2017-2018 Fire Control, Prevention and Emergency Medical Services District Budget. On July 10, 2017, the Board approved the FY 2017-2018 Fire Control, Prevention and Emergency Medical Services District Budget and voted to submit the budget to the City Council. The City Council is scheduled to conduct a public hearing on the budget on August 15, 2017 at 7:30 p.m. Afterward, during the regular meeting, the City Council will consider action on the budget. This schedule is in accordance with the Fire Control, Prevention and Emergency Medical Services District Act, which states that not later than the 30th day before the date the fiscal year begins, the governing body shall approve or reject the budget submitted by the Board. If City Council rejects the budget submitted by the Board, the City Council and the Board shall meet and together amend and approve the budget before the beginning of the fiscal year, which is October 1. Attached is the proposed budget for the Fire Control, Prevention and Emergency Medical Services District formatted for inclusion in the FY 2017-2018 City Budget as a "Component Unit."

Fiscal/Budgetary Impact:

The FY 2017-2018 Fire Control, Prevention and Emergency Medical Services District Budget is necessary to carry out the programs adopted by the Board and funded by the 1/4% dedicated sales tax approved by the voters.

Approve the ordinance.

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2017-2018 ANNUAL BUDGET

REVENUE SUMMARY

	ACTUAL	BUDGET	ESTIMATED	REQUESTED	PROJECTED
	15-16	16-17	16-17	17-18	17-18
Tax Revenue	\$ 1,674,270	\$ 1,320,000	\$ 1,494,000	\$ 1,366,800	\$ 1,366,800
Other Revenue	1,122	-	1,250	-	-
Prior Year Revenue	-	316,312	-	2,435,423	2,443,543
Total Revenue	<u>\$ 1,675,391</u>	<u>\$ 1,636,312</u>	<u>\$ 1,495,250</u>	<u>\$ 3,802,223</u>	<u>\$ 3,810,343</u>

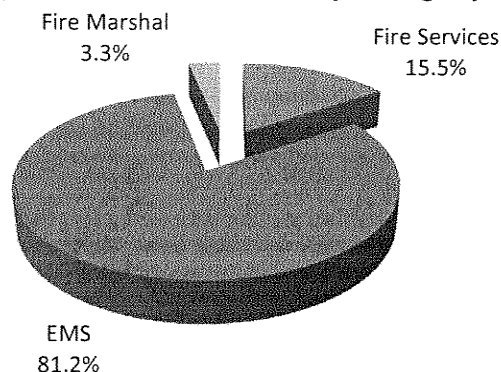
CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2017-2018 ANNUAL BUDGET

	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 17-18	PROJECTED 17-18
<u>3100 TAX REVENUE</u>					
3120 Sales Tax Revenue	\$ 1,674,270	\$ 1,320,000	\$ 1,494,000	\$ 1,366,800	\$ 1,366,800
Total Tax Revenue	<u>1,674,270</u>	<u>1,320,000</u>	<u>1,494,000</u>	<u>1,366,800</u>	<u>1,366,800</u>
<u>3600 OTHER REVENUE</u>					
3620 Investment Revenue	<u>1,122</u>	<u>-</u>	<u>1,250</u>	<u>-</u>	<u>-</u>
Total Other Revenue	<u>1,122</u>	<u>-</u>	<u>1,250</u>	<u>-</u>	<u>-</u>
Prior Year Revenue	<u>-</u>	<u>316,312</u>	<u>-</u>	<u>2,435,423</u>	<u>2,443,543</u>
TOTAL REVENUE	<u>\$ 1,675,391</u>	<u>\$ 1,636,312</u>	<u>\$ 1,495,250</u>	<u>\$ 3,802,223</u>	<u>\$ 3,810,343</u>

**CITY OF DEER PARK
2017-2018 ANNUAL BUDGET
FIRE CONTROL, PREVENTION AND EMS DISTRICT EXPENDITURE SUMMARY**

DEPARTMENT	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 17-18	PROPOSED 17-18
<u>FIRE SERVICES</u>					
Personnel & Related	\$ -	\$ -	\$ -	\$ -	\$ -
Services	96,105	106,000	102,650	110,500	110,500
Supplies	35,672	113,100	113,025	206,100	206,100
Repairs & Maintenance	42,669	94,000	127,200	84,000	84,000
Other Operating Expenditures	-	-	-	-	-
Capital Outlay	55,698	256,000	71,000	187,000	187,000
Total Fire Services	230,144	569,100	413,875	587,600	587,600
<u>EMERGENCY MEDICAL SERVICES</u>					
Personnel & Related	357,332	565,740	531,007	661,718	668,676
Services	67,895	84,330	75,000	83,500	83,500
Supplies	16,906	63,066	60,000	49,630	49,630
Repairs & Maintenance	13,897	45,500	43,000	45,500	45,500
Capital Outlay	25,656	168,000	172,050	2,250,000	2,250,000
Total Emergency Medical Services	481,686	926,636	881,057	3,090,348	3,097,306
<u>FIRE MARSHAL</u>					
Personnel & Related	75,778	84,276	75,815	86,975	88,137
Services	23,295	36,300	31,400	31,500	31,500
Supplies	764	2,000	1,450	1,300	1,300
Repairs & Maintenance	800	7,000	4,500	4,500	4,500
Capital Outlay	273,375	11,000	11,000	-	-
Total Fire Marshal	374,012	140,576	124,165	124,275	125,437
TOTAL EXPENDITURES	\$ 1,085,842	\$ 1,636,312	\$ 1,419,097	\$ 3,802,223	\$ 3,810,343

Expenditure Allocation by Category



CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2017-2018 ANNUAL BUDGET

TOTAL FCPEMSD

DESCRIPTION	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 17-18	PROPOSED 17-18
<u>4100 PERSONNEL & RELATED</u>					
4101 Salaries - Full Time	\$ 261,604	\$ 374,644	\$ 349,280	\$ 439,595	\$ 448,319
4102 Salaries - Part Time	-	-	11,230	12,000	12,000
4104 Salaries - Overtime	64,100	86,000	89,253	86,000	86,000
4106 Social Security/Medicare	24,233	35,102	39,500	40,949	41,615
4107 TMRS	46,002	65,703	56,050	77,441	77,566
4108 Health & Life Insurance	32,456	78,744	55,060	83,976	82,428
4109 Workers Compensation	2,738	7,753	4,436	6,707	6,815
4114 Section 125 Admin Fee	44	135	78	90	135
4117 Health Savings Account	1,933	1,935	1,935	1,935	1,935
Total Personnel & Related	433,110	650,016	606,822	748,693	756,813
<u>4200 SERVICES</u>					
4219 Mobile Technology	483	12,000	11,500	12,000	12,000
4239 Audit Fees	2,000	2,000	2,000	2,000	2,000
4252 Dues & Fees	436	5,130	4,250	4,250	4,250
4254 Inspections & Permits	15,030	13,000	13,900	21,250	21,250
4255 Community/Employee Affairs	5,079	8,500	8,500	8,500	8,500
4256 Santa Around Town	-	-	-	-	-
4279 Software - Other	20,768	30,700	27,000	27,000	27,000
4290 Contract Labor	143,499	155,300	141,900	150,500	150,500
Total Services	187,295	226,630	209,050	225,500	225,500
<u>4300 SUPPLIES</u>					
4301 Office Supplies	-	2,000	-	500	500
4303 Operational Supplies	17,469	40,100	39,250	39,800	39,800
4307 Postage	1,850	100	25	100	100
4308 Small Tools & Minor Equipment	19,977	61,466	56,200	143,730	143,730
4314 Protective Clothing	11,489	70,000	79,000	70,000	70,000
4346 Election Supplies	2,557	-	-	-	-
4348 Books	-	4,500	-	2,900	2,900
Total Supplies	53,342	178,166	174,475	257,030	257,030

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2017-2018 ANNUAL BUDGET

TOTAL FCPEMSD

DESCRIPTION	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 17-18	PROPOSED 17-18
<u>4400 REPAIRS & MAINTENANCE</u>					
4401 Vehicles	7,981	43,000	37,500	41,500	41,500
4402 Machinery & Equipment	15,195	48,500	43,000	47,500	47,500
4404 Buildings	20,681	18,000	20,500	8,000	8,000
4405 Radios	618	10,000	10,000	10,000	10,000
4413 Drill Field	8,925	20,000	57,000	20,000	20,000
4430 Furniture & Fixtures	3,966	7,000	6,700	7,000	7,000
Total Repairs & Maintenance	57,366	146,500	174,700	134,000	134,000
<u>4500 OTHER OPERATING EXP.</u>					
4510 Contingency	-	-	-	-	-
4511 Salary Contingency	-	-	-	-	-
Total Other Operating Exp.	-	-	-	-	-
<u>4900 CAPITAL OUTLAY</u>					
4902 Buildings	-	-	-	2,000,000	2,000,000
4903 Improvements Other Than Bldgs.	-	156,000	-	-	-
4904 Machinery & Equipment	81,354	16,000	82,000	55,000	55,000
4906 Automobiles & Light Trucks	-	-	30,000	-	-
4907 Large Trucks/Heavy Rolling Stock	273,375	263,000	142,050	-	-
4908 Lease Purchase	-	-	-	132,000	132,000
4941 Consulting Engineer Fee	-	-	-	250,000	250,000
Total Capital Outlay	354,729	435,000	254,050	2,437,000	2,437,000
TOTAL EXPENDITURES	\$ 1,085,842	\$ 1,636,312	\$ 1,419,097	\$ 3,802,223	\$ 3,810,343

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2017-2018 ANNUAL BUDGET

EXPENDITURE SUMMARY

304 - FIRE SERVICES

DESCRIPTION	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 17-18	PROPOSED 17-18
Personnel & Related	\$ -	\$ -	\$ -	\$ -	\$ -
Services	96,105	106,000	102,650	110,500	110,500
Supplies	35,672	113,100	113,025	206,100	206,100
Repairs & Maintenance	42,669	94,000	127,200	84,000	84,000
Other Operating Expenditures	-	-	-	-	-
Capital Outlay	55,698	256,000	71,000	187,000	187,000
Total Expenditures	\$ 230,144	\$ 569,100	\$ 413,875	\$ 587,600	\$ 587,600

PROGRAM DESCRIPTION

Fire Services include fire suppression and EMS services for the protection of life and property against fire and other disasters. The City currently has three fire stations.

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2017-2018 ANNUAL BUDGET

304 - FIRE SERVICES

DESCRIPTION	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 17-18	PROPOSED 17-18
<u>4100 PERSONNEL & RELATED</u>					
4101 Salaries - Full Time	\$ -	\$ -	\$ -	\$ -	\$ -
4102 Salaries - Part Time	-	-	-	-	-
4104 Salaries - Overtime	-	-	-	-	-
4106 Social Security/Medicare	-	-	-	-	-
4107 TMRS	-	-	-	-	-
4108 Health & Life Insurance	-	-	-	-	-
4109 Workers Compensation	-	-	-	-	-
Total Personnel & Related	-	-	-	-	-
<u>4200 SERVICES</u>					
4219 Mobile Technology	-	6,000	5,500	6,000	6,000
4239 Audit Fees	2,000	2,000	2,000	2,000	2,000
4252 Dues & Fees	36	1,000	250	250	250
4254 Inspections & Permits	15,030	13,000	13,900	21,250	21,250
4255 Community & Employee Awards	79	-	-	-	-
4256 Santa Around Town	-	-	-	-	-
4279 Software - Other	-	-	-	-	-
4290 Contract Labor	78,960	84,000	81,000	81,000	81,000
Total Services	96,105	106,000	102,650	110,500	110,500
<u>4300 SUPPLIES</u>					
4301 Office Supplies	-	2,000	-	500	500
4303 Operational Supplies	14,127	13,000	13,000	13,000	13,000
4307 Postage	1,850	100	25	100	100
4308 Small Tools & Minor Equipment	5,649	25,000	21,000	120,500	120,500
4314 Protective Clothing	11,489	70,000	79,000	70,000	70,000
4346 Election Supplies	2,557	-	-	-	-
4348 Books	-	3,000	-	2,000	2,000
Total Supplies	35,672	113,100	113,025	206,100	206,100

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2017-2018 ANNUAL BUDGET**

304 - FIRE SERVICES

DESCRIPTION	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 17-18	PROPOSED 17-18
<u>4400 REPAIRS & MAINTENANCE</u>					
4401 Vehicles	1,473	23,000	20,000	23,000	23,000
4402 Machinery & Equipment	7,806	16,000	13,000	16,000	16,000
4404 Buildings	19,881	18,000	20,500	8,000	8,000
4405 Radios	618	10,000	10,000	10,000	10,000
4413 Drill Field	8,925	20,000	57,000	20,000	20,000
4430 Furniture & Fixtures	3,966	7,000	6,700	7,000	7,000
Total Repairs & Maintenance	42,669	94,000	127,200	84,000	84,000
<u>4500 OTHER OPERATING EXP.</u>					
4510 Contingency	-	-	-	-	-
4511 Salary Contingency	-	-	-	-	-
Total Other Operating Expenditures	-	-	-	-	-
<u>4900 CAPITAL OUTLAY</u>					
4903 Improvements Other Than Bldgs.	-	156,000	-	-	-
4904 Machinery & Equipment	55,698	5,000	71,000	55,000	55,000
4906 Automobiles & Light Trucks	-	-	-	-	-
4907 Large Trucks/Heavy Rolling Stock	-	95,000	-	-	-
4908 Lease Purchase	-	-	-	132,000	132,000
4941 Consulting Engineer Fee	-	-	-	-	-
Total Capital Outlay	55,698	256,000	71,000	187,000	187,000
TOTAL EXPENDITURES	\$ 230,144	\$ 569,100	\$ 413,875	\$ 587,600	\$ 587,600

**CITY OF DEER PARK
2017 - 2018 FIRE CONTROL DISTRICT BUDGET**

304 - FIRE SERVICES

4200 -	SERVICES		
4219	Mobile Technology		\$ 6,000
	Air cards for iPads	6,000	
4239	Audit Fees		2,000
	Annual Audit	2,000	
4252	Dues and Fees		250
	Registration renewals	250	
4254	Inspections and Permits		21,250
	Breathing Air	6,000	
	SCBA Masks	3,000	
	Holmatro Tool annual inspection/maintenance	2,000	
	Annual Hose, Pump and Ladder Testing	6,100	
	Building generator load testing/inspection	4,150	
4290	Contract Labor		81,000
	Fire Personnel Services	76,000	
	Drill Field Janitorial Maintenance	5,000	
	TOTAL SERVICES		110,500
4300 -	SUPPLIES		
4301	Office Supplies		500
4303	Operational Supplies		13,000
	Miscellaneous operational supplies	13,000	
4307	Postage		100
4308	Small Tools & Minor Equipment		120,500
	Small equipment replacement/repairs	5,500	
	Replacement hose due to failure	3,000	
	Nozzles, SCBA masks	3,000	
	Equipment lift for Maintenance Shop	4,000	
	Slide out tray for bed area of Unit 430	4,000	
	Tools & equipment for new ladder truck	95,000	
	Miscellaneous tools and equipment	6,000	
4314	Protective Clothing		70,000
	Bunker gear (coats & pants)	60,000	
	NFPA gloves/rescue gloves	6,000	
	Boots	2,000	
	Suspenders, shields, etc.	2,000	
4348	Books		2,000
	TOTAL SUPPLIES		206,100
4400 -	REPAIRS & MAINTENANCE		
4401	Vehicles		23,000
	Replacement tires	5,000	
	Miscellaneous repairs and maintenance	18,000	
4402	Machinery & Equipment		16,000
	Ice machine preventive maintenance	6,000	
	Miscellaneous repairs and maintenance	10,000	
4404	Building		8,000
	Miscellaneous repairs and maintenance	8,000	
4405	Radios		10,000
	Repair of radios & equipment	10,000	
4413	Drill Field		20,000
	Consumables (hay, propane, etc.)	4,000	
	Jaws supplies (cars, towing, etc.)	3,000	
	Prop maintenance	2,000	
	Heat tiles, maniquins, etc.	2,000	
	LPG Fuel	5,000	
	Miscellaneous repairs and maintenance	4,000	
4430	Furniture & Fixtures		7,000
	Replace furniture at 3 stations, as needed	7,000	
	TOTAL REPAIRS & MAINTENANCE		84,000
4900 -	CAPITAL OUTLAY		
4904	Machinery & Equipment		55,000
	Breathing air compressor (Fire Station 1)	25,000	
	Thermal imaging cameras (3)	30,000	
4908	Lease Purchase		132,000
	Lease purchase financing for new Ladder Truck	132,000	
	TOTAL CAPITAL OUTLAY		187,000
	TOTAL BUDGETED EXPENDITURES		\$ 587,600

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2017-2018 ANNUAL BUDGET

EXPENDITURE SUMMARY

305 - EMERGENCY MEDICAL SERVICES

DESCRIPTION	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 17-18	PROPOSED 17-18
Personnel & Related	\$ 357,332	\$ 565,740	\$ 531,007	\$ 661,718	\$ 668,676
Services	67,895	84,330	75,000	83,500	83,500
Supplies	16,906	63,066	60,000	49,630	49,630
Repairs & Maintenance	13,897	45,500	43,000	45,500	45,500
Capital Outlay	25,656	168,000	172,050	2,250,000	2,250,000
Total Expenditures	\$ 481,686	\$ 926,636	\$ 881,057	\$ 3,090,348	\$ 3,097,306

PERSONNEL SCHEDULE

EMS Captain	0	2	2	2	2
Paramedic Supervisor	2	0	0	0	0
Paramedics	2	4	4	5	5
Part-Time Paramedics	0	0	0	2	2

PROGRAM DESCRIPTION

Emergency Medical Services include emergency medical treatment and ambulance transportation as needed.

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2017-2018 ANNUAL BUDGET

305 - EMERGENCY MEDICAL SERVICES

DESCRIPTION	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 17-18	PROPOSED 17-18
<u>4100 PERSONNEL & RELATED</u>					
4101 Salaries - Full Time	\$ 205,448	\$ 317,801	\$ 292,710	\$ 380,783	\$ 388,345
4102 Salaries - Part Time	-	-	11,230	12,000	12,000
4104 Salaries - Overtime	63,492	80,000	88,603	80,000	80,000
4106 Social Security/Medicare	19,930	30,323	35,100	36,027	36,604
4107 TMRS	37,983	56,735	48,650	67,905	68,013
4108 Health & Life Insurance	27,119	72,732	49,500	77,736	76,308
4109 Workers Compensation	2,027	6,724	3,846	5,887	5,981
4114 Section 125 Admin Fee	44	135	78	90	135
4117 Health Savings Account	1,289	1,290	1,290	1,290	1,290
Total Personnel & Related	357,332	565,740	531,007	661,718	668,676
<u>4200 SERVICES</u>					
4219 Mobile Technology	483	4,000	4,000	4,000	4,000
4252 Dues & Fees	400	4,130	4,000	4,000	4,000
4255 Community & Employee Awards	-	5,000	5,000	5,000	5,000
4279 Software - Other	16,823	17,700	17,000	17,000	17,000
4290 Contract Labor	50,189	53,500	45,000	53,500	53,500
Total Services	67,895	84,330	75,000	83,500	83,500
<u>4300 SUPPLIES</u>					
4301 Office Supplies	-	-	-	-	-
4303 Operational Supplies	3,342	26,600	26,000	26,500	26,500
4308 Small Tools & Minor Equipment	13,564	34,966	34,000	22,230	22,230
4348 Books	-	1,500	-	900	900
Total Supplies	16,906	63,066	60,000	49,630	49,630
<u>4400 REPAIRS & MAINTENANCE</u>					
4401 Vehicles	6,508	16,000	15,000	16,000	16,000
4402 Machinery & Equipment	7,389	29,500	28,000	29,500	29,500
Total Repairs & Maintenance	13,897	45,500	43,000	45,500	45,500

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2017-2018 ANNUAL BUDGET

305 - EMERGENCY MEDICAL SERVICES

DESCRIPTION	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 17-18	PROPOSED 17-18
<u>4900 CAPITAL OUTLAY</u>					
4902 Buildings	-	-	-	2,000,000	2,000,000
4904 Machinery & Equipment	25,656	-	-	-	-
4906 Automobiles & Light Trucks	-	-	30,000	-	-
4907 Large Trucks/Heavy Rolling Stock	-	168,000	142,050	-	-
4941 Consulting Engineer Fee	-	-	-	250,000	250,000
Total Capital Outlay	<u>25,656</u>	<u>168,000</u>	<u>172,050</u>	<u>2,250,000</u>	<u>2,250,000</u>
 TOTAL EXPENDITURES	 <u>\$ 481,686</u>	 <u>\$ 926,636</u>	 <u>\$ 881,057</u>	 <u>\$ 3,090,348</u>	 <u>\$ 3,097,306</u>

**CITY OF DEER PARK
2017 - 2018 FIRE CONTROL DISTRICT BUDGET**

305 - EMERGENCY MEDICAL SERVICES

4100 -	PERSONNEL & RELATED		
4101	Salaries - Full Time	\$	388,345
4102	Salaries - Part Time		12,000
4104	Overtime		80,000
	Various Benefits (Total)		188,331
	TOTAL PERSONNEL		668,676
4200 -	SERVICES		
4219	Mobile Technology		4,000
	Air cards for iPads	4,000	
4252	Dues and Fees		4,000
	CLIA Lab Fees	250	
	Ambulance License Renewal (4 units)	600	
	Ambulance Operating License Renewal Fee	500	
	Health Stream (EMS Continuing Education)	2,400	
	SETRAC Annual Dues	250	
4255	Community Awards		5,000
	EMS Week, Fire Responders Appreciation, etc.	5,000	
4279	Software - Other		17,000
	TriTech Annual Fees	2,000	
	ESO Solutions Annual Fees	6,500	
	Gateway EDI	1,700	
	EMS Technology	2,100	
	ESO Solutions bi-directional data exchange	1,000	
	EMS Simulator (SimMan)	1,500	
	When To Work Scheduling Software	1,000	
	Sunguard Freedom One Solution	1,200	
4290	Contract Labor		53,500
	EMS Personnel Services	53,500	
	TOTAL SERVICES		83,500
4300 -	SUPPLIES		
4303	Operational Supplies		26,500
	EMS medical supplies, medications, etc.	15,000	
	Disposable PPE, spider straps	500	
	C-Spine immobilization equipment	500	
	Gloves, cleaning supplies, etc. (warehouse)	1,500	
	Cyano-kits cyanide exposure treatment kits (4)	3,500	
	Miscellaneous operational supplies	5,500	
4308	Small Tools & Minor Equipment		22,230
	Replacement gear bags	4,000	
	Rescue tool replacement	4,000	
	Vehicle storage bins, shelves, etc.	4,030	
	Knox Box Medicine Vaults (4)	7,200	
	Miscellaneous tools and equipment	3,000	
4348	Books		900
	TOTAL SUPPLIES		49,630
4400 -	REPAIRS & MAINTENANCE		
4401	Vehicles		16,000
	Tires	6,000	
	Preventative Maintenance	5,000	
	Unforeseen Maintenance	5,000	
4402	Machinery & Equipment		29,500
	LP-15 and AED maintenance	20,500	
	Stretcher maintenance	9,000	
	TOTAL REPAIRS & MAINTENANCE		45,500
4900 -	CAPITAL OUTLAY		
4902	Buildings		2,000,000
	Construction of EMS Annex at Fire Station 1	2,000,000	
4941	Consulting Engineer Fee		250,000
	Design of EMS Annex at Fire Station 1	250,000	
	TOTAL CAPITAL OUTLAY		2,250,000
	TOTAL BUDGETED EXPENDITURES	\$	3,097,306

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2017-2018 ANNUAL BUDGET

EXPENDITURE SUMMARY

307 - FIRE MARSHAL

DESCRIPTION	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 17-18	PROPOSED 17-18
Personnel & Related	\$ 75,778	\$ 84,276	\$ 75,815	\$ 86,975	\$ 88,137
Services	23,295	36,300	31,400	31,500	31,500
Supplies	764	2,000	1,450	1,300	1,300
Repairs & Maintenance	800	7,000	4,500	4,500	4,500
Capital Outlay	273,375	11,000	11,000	-	-
Total Expenditures	\$ 374,012	\$ 140,576	\$ 124,165	\$ 124,275	\$ 125,437

PERSONNEL SCHEDULE

Fire Marshal Inspector	1	1	1	1	1
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PROGRAM DESCRIPTION

The Fire Marshal's office is responsible for inspections and enforcement of the City's Fire Code as well as fire investigations. The Fire Marshal also designs and presents fire safety education programs in the community.

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2017-2018 ANNUAL BUDGET**

307 - FIRE MARSHAL

DESCRIPTION	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 17-18	PROPOSED 17-18
<u>4100 PERSONNEL & RELATED</u>					
4101 Salaries - Full Time	\$ 56,156	\$ 56,843	\$ 56,570	\$ 58,812	\$ 59,974
4104 Salaries - Overtime	608	6,000	650	6,000	6,000
4106 Social Security/Medicare	4,303	4,779	4,400	4,922	5,011
4107 TMRS	8,019	8,968	7,400	9,536	9,553
4108 Health & Life Insurance	5,337	6,012	5,560	6,240	6,120
4109 Workers Compensation	711	1,029	590	820	834
4114 Section 125 Admin Fee	-	-	-	-	-
4117 Health Savings Account	644	645	645	645	645
Total Personnel & Related	75,778	84,276	75,815	86,975	88,137
<u>4200 SERVICES</u>					
4219 Mobile Technology	-	2,000	2,000	2,000	2,000
4255 Community/Employee Affairs	5,000	3,500	3,500	3,500	3,500
4279 Software - Other	3,945	13,000	10,000	10,000	10,000
4290 Contract Labor	14,350	17,800	15,900	16,000	16,000
Total Services	23,295	36,300	31,400	31,500	31,500
<u>4300 SUPPLIES</u>					
4303 Operational Supplies	-	500	250	300	300
4308 Small Tools & Minor Equipment	764	1,500	1,200	1,000	1,000
Total Supplies	764	2,000	1,450	1,300	1,300
<u>4400 REPAIRS & MAINTENANCE</u>					
4401 Vehicles	-	4,000	2,500	2,500	2,500
4402 Machinery & Equipment	-	3,000	2,000	2,000	2,000
4404 Building	800	-	-	-	-
Total Repairs & Maintenance	800	7,000	4,500	4,500	4,500

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2017-2018 ANNUAL BUDGET

307 - FIRE MARSHAL

DESCRIPTION	ACTUAL 15-16	BUDGET 16-17	ESTIMATED 16-17	REQUESTED 17-18	PROPOSED 17-18
<u>4900 CAPITAL OUTLAY</u>					
4904 Machinery & Equipment	-	11,000	11,000	-	-
4906 Automobiles & Light Trucks	-	-	-	-	-
4907 Truck & Heavy Rolling Stock	<u>273,375</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Capital Outlay	<u>273,375</u>	<u>11,000</u>	<u>11,000</u>	<u>-</u>	<u>-</u>
 TOTAL EXPENDITURES	 <u>\$ 374,012</u>	 <u>\$ 140,576</u>	 <u>\$ 124,165</u>	 <u>\$ 124,275</u>	 <u>\$ 125,437</u>

**CITY OF DEER PARK
2017 - 2018 FIRE CONTROL DISTRICT BUDGET**

307 - FIRE MARSHAL

4100 -	PERSONNEL & RELATED		
4101	Salaries - Full Time	\$	59,974
4104	Overtime		6,000
	Various Benefits (Total)		22,163
	TOTAL PERSONNEL		88,137
4200 -	SERVICES		
4219	Mobile Technology		2,000
	Air cards for iPads	2,000	
4255	Community Awards		3,500
	Contest awards, fire prevention parade, etc.	3,500	
4279	Software - Other		10,000
	Firehouse Annual Subscription	10,000	
4290	Contract Labor		16,000
	Monthly stipends (4 inspectors)	16,000	
	TOTAL SERVICES		31,500
4300 -	SUPPLIES		
4303	Operational Supplies		300
	Miscellaneous operational supplies	300	
4308	Small Tools & Minor Equipment		1,000
	Miscellaneous tools and equipment	1,000	
	TOTAL SUPPLIES		1,300
4400 -	REPAIRS & MAINTENANCE		
4401	Vehicles		2,500
	Repairs and maintenance, as needed	2,500	
4402	Machinery & Equipment		2,000
	Fire prevention education & investigation trailer	2,000	
	TOTAL REPAIRS & MAINTENANCE		4,500
	TOTAL BUDGETED EXPENDITURES	\$	125,437

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DEER PARK SETTING A DATE AND TIME FOR A PUBLIC HEARING CONCERNING THE APPROVAL BY CITY COUNCIL OF THE FISCAL YEAR 2017-2018 BUDGET FOR THE FIRE CONTRL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT; AND DECLARING AN EMERGENCY.

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

I.

That the City Council of the City of Deer Park, Texas hereby acknowledges receipt of the Fiscal Year 2017-2018 Fire Control, Prevention and Emergency Medical Services District Budget, which was approved by the Fire Control, Prevention and Emergency Medical Services District Board of Directors on July 10, 2017.

II.

That pursuant to the provisions of Section 344.205 of the Local Government Code, the City Council of the City of Deer Park, Texas has called, and does hereby call, a Public Hearing to be held on August 15, 2017, at 7:30 p.m. in the City Council Chambers of City Hall, 710 E. San Augustine Street, Deer Park, Texas 77536, at which time and place they will hear all persons desiring to be heard on or in connection with any matter or questions concerning the approval by the City Council of the Fiscal Year 2017-2018 Budget for the Fire Control, Prevention and Emergency Medical Services District.

III.

That the City Secretary is hereby directed to give notice of said hearing to the public, as required by law.

IV.

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.

V.

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, in that the public hearing for approval of the Fiscal Year 2017-2018 Budget for the Fire Control, Prevention and Emergency Medical Services District be adopted at the earliest possible moment to comply with State Law, and to provide protection for persons within the City, thereby creating an emergency, for which the Charter requirement providing for the reading of ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction, and, accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

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 _____, 2017 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 17-043 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 7/11/2017 **In control:** City Council
On agenda: 7/18/2017 **Final action:**
Title: Consideration of and action on an ordinance amending Section 26-19 (c) of the Code of Ordinances.
Sponsors: City Manager's Office
Indexes:
Code sections:
Attachments: [Pocket Perry - Lightning Warning System-Outdoor Warning System Amend 26-19\(c\) Emergency Management sirens 2017](#)

Date	Ver.	Action By	Action	Result
7/18/2017	1	City Council		

Consideration of and action on an ordinance amending Section 26-19 (c) of the Code of Ordinances.

Summary:

At the City Council Workshop held on July 11, 2017, Council heard from City staff and Deer Park Independent School District officials regarding DPISD's request to install and utilize an outdoor siren system at Clyde Abshier Stadium to service that facility and the Deer Park High School - South Campus. The system provides visual and auditory warning of lightning strikes which occur within a set perimeter the stadium/campus, allowing coaches and referees to suspend play/practice until sufficient time has passed since a lightning strike. Attached is information on the Perry Weather outdoor warning system DPISD proposes to use.

Section 26-19 (c) of City Code forbids the use of such a siren by an "unauthorized" person. The attached Ordinance exempts DPISD from having to comply with this portion of the Code, thus enabling DPISD officials operate lightning detection sirens at their facilities.

Fiscal/Budgetary Impact:

N/A

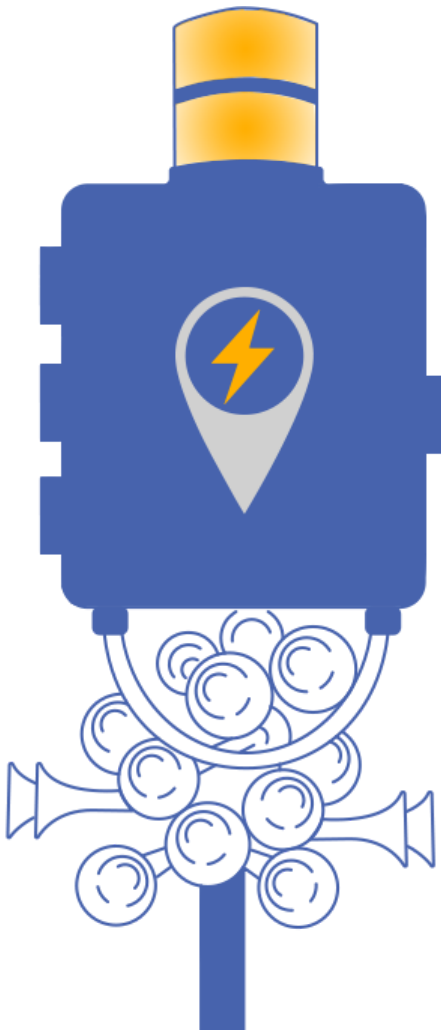
Approval is recommended.

Outdoor Warning System

[BACK](#)

Outdoor Warning System

The Outdoor Warning Systems are **automatically** triggered when Perry Weather detects any lightning inside of a pre-defined distance of your location. The amber strobe will stay emitted for the duration of the storm delay and will be turned off once the final siren is triggered for the all-clear.



- 12VDC Battery
- 50w Solar Panel **OR** 120VAC (w/battery charger)
- Cellular Modem Connection
- 45,000 Lumen Amber Strobe
- NEMA4x Rated Enclosure (100% weatherproof)
- 8 Alloy Horns (132dB ea.)
- Customize Lightning Delay & All-Clear Tones (web dashboard)
- Unique Alert Times (web dashboard)
- Email & Text Alerts
- Spatial Coverage + 50 acres
- 1-Year Full Warranty

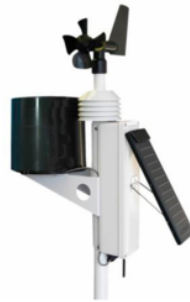


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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES SECTION 26 EMERGENCY MANAGEMENT AMENDING SECTION 26-19 © OF THE CITY OF DEER PARK, REGARDING VIOLATIONS; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EMERGENCY.

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

1. That Section 26-19 Emergency Management of The City Of Deer Park Code Of Ordinances is hereby amended by replacing Section 26-19 © regarding violations in the Deer Park Code Of Ordinances with the following:

26-19(c) Any unauthorized person who shall operate a siren or other device so as to simulate a warning signal, or the termination of a warning, shall be guilty of a violation of this article and shall be subject to the penalties imposed by this article. This section does not apply to the Deer Park Independent School District with respect to warning sirens on school grounds or athletic facilities.

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.

5. The City Council finds that this Ordinance relates to the immediate preservation of the public peace, safety and welfare, in that it is necessary that Section 26-19 (c) be amended in its final form so as to provide for safety of the citizens and students within the City, which creates an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with and this Ordinance should be passed finally on its introduction; and, accordingly, such requirement is dispensed with and this Ordinance shall take effect upon its passage and approval by the Mayor.

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 _____, 2017, by a vote of _____ “ayes” and _____ “noes”.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney