

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 #3954

Resolution #2018-02

## CALL TO ORDER

*The 1702nd meeting of the Deer Park City Council.*

## INVOCATION

## PLEDGE OF ALLEGIANCE

## PRESENTATIONS

1. Presentation of Roscoe Fishing Adventure.

[PRE 18-001](#)

**Recommended Action:** None at this time

## AWARDING/REJECTING BIDS

2. Awarding bid for Deer Park 2016 Street Improvements Project.

[BID 18-003](#)

**Recommended Action:** Staff recommends awarding the Project to D&W Contractors, Inc., based on the low bid of \$5,111,954.00

**Department:** Public Works

**Attachments:** [Deer Park Street Improvements Letter of Recommendation](#)

## CONSENT CALENDAR

3. Approval of minutes of workshop meeting on January 2, 2018.

[MIN 18-014](#)

**Recommended Action:** Approval

**Attachments:** [CC MW 010218](#)

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

4. Approval of minutes of regular meeting on January 2, 2018. [MIN 18-013](#)

**Recommended Action:** Approval

**Attachments:** [CC MR 010218](#)

5. Approval of tax refund to GSL Constructors in the amount of \$1,758.24 due to a value decrease granted by Harris County Appraisal District. [TAXR 18-002](#)

**Recommended Action:** Approve the tax refund to GSL Constructors.

**Department:** Finance

6. Approval of tax refund to Texas Steam Equipment in the amount of \$774.61 due to a value decrease granted by Harris County Appraisal District. [TAXR 18-003](#)

**Recommended Action:** Approve the tax refund to Texas Steam Equipment.

**Department:** Finance

7. Approval of tax refund to National Tax Search in the amount of \$1,587.52 due to a value decrease granted by Harris County Appraisal District. [TAXR 18-004](#)

**Recommended Action:** Approve the tax refund to National Tax Search.

**Department:** Finance

8. Approval of tax refund to Charles Robert Bishop III & Pamela Kay Bishop in the amount of \$1,913.55 due to an over-65 exemption granted by Harris County Appraisal District. [TAXR 18-005](#)

**Recommended Action:** Approve the tax refund to Charles Robert Bishop III & Pamela Kay Bishop.

**Department:** Finance

9. Approval of the sale of surplus of furniture and fixtures from the current City Hall building. [AUC 18-001](#)

**Recommended Action:** Approval of and authorization to auction surplus furniture and fixtures of the current City Hall building via the Internet through Rene Bates Auctioneers.

**Department:** Finance

## 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.*

## NEW BUSINESS

10. Consideration of and action on an agreement with Houston Community Newspaper. [AGR 18-001](#)

**Recommended Action:** Approval of agreement.

**Attachments:** [HCN agreement](#)

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

11. Consideration of and action on a purchase from Vaught Services, LLC, through the TIPS (Cooperative Purchasing System) to perform Sanitary Rehabilitation of Deer Meadows Section 3, Green Way Plaza, and Meadows Village Subdivisions. [PUR 18-004](#)

**Recommended Action:** Staff recommends Council approval to purchase the services of Vaught Services, LLC through the TIPS System.

**Department:** Public Works

**Attachments:** [Sanitary rehabilitation 2018](#)

12. Consideration of and action on the purchase of bleachers from GT Grandstands via buy board for Girls Softball Renovations Type B project. [AUT 18-004](#)

**Recommended Action:** Acceptance of the purchase of bleachers from GT Grandstands via buy board for the Girls Softball Renovations Type B project in the amount of \$76,842.00.

**Attachments:** [Bleacher Quote](#)

13. Consideration of and action on an ordinance granting a pipeline franchise to FLST LLC for a sixteen inch (16") Ethane Pipeline. (Second reading) [ORD 18-008](#)

**Recommended Action:** The application for the pipeline to be granted.

**Attachments:** [Application & payment](#)

[CenterLine Description 16 Inch Pipeline Through City of Deer Park City Limits 1](#)

[ROUTE COVER SHEET CITY OF DEER PARK](#)

[Ord.3951](#)

14. Consideration of and action on an ordinance appointing a member to the CCPD Board of Directors. [APT 18-001](#)

**Recommended Action:** Approve the ordinance making the appointments.

**Department:** Council Position 5 Martin

**Attachments:** [CCPD - Board Member Appointment 2018](#)

15. Consideration of and action on amending ordinance section 66-173. Schedule A: "Stop" signs. [AMD 18-001](#)

**Recommended Action:** Approve the ordinance amending ordinance 66-173, Schedule A/Stop Signs.

**Department:** Chief of Police Grigg and Police

**Attachments:** [Amend 66-173-Sched A-16 Stop Signs-04-2017](#)

[Deer Park Intersections \(003\)](#)

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

**16.** Consideration of and action on an ordinance regarding Deer Park  
Elementary school zone signs on Luella Avenue.

[ORD 18-010](#)

**Recommended Action:** Recommend amending Section 66-178, Schedule G, of the Code of Ordinances.

**Department:** Public Works

**Attachments:** [school zone exhibit](#)  
[Amend -66-178 \(G\)Subsection a-12-2017](#)

## ADJOURN

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Shannon Bennett, TRMC  
City Secretary

Posted on Bulletin Board  
January 12, 2018

*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.*

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





## Legislation Details (With Text)

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**File #:** PRE 18-001    **Version:** 1    **Name:**  
**Type:** Presentation    **Status:** Agenda Ready  
**File created:** 1/5/2018    **In control:** City Council  
**On agenda:** 1/16/2018    **Final action:**  
**Title:** Presentation of Roscoe Fishing Adventure.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
1/16/2018	1	City Council		

Presentation of Roscoe Fishing Adventure.

This will be the 4th Annual Roscoe Fishing Adventure in our Dow Park Pool. This program is a cooperative effort between the City of Deer Park Parks & Recreation Department along with Texas Parks & Wildlife Department. The event will be held Friday & Saturday, January 26 & 27th. The pool will be stocked with 500 rainbow trout and 100 catfish. The event is free to the public.

None

None at this time



## Legislation Details (With Text)

**File #:** BID 18-003    **Version:** 1    **Name:**  
**Type:** Bids    **Status:** Agenda Ready  
**File created:** 1/8/2018    **In control:** City Council  
**On agenda:** 1/16/2018    **Final action:**  
**Title:** Awarding bid for Deer Park 2016 Street Improvements Project.  
**Sponsors:** Public Works  
**Indexes:**  
**Code sections:**  
**Attachments:** [Deer Park Street Improvements\\_Letter of Recommendation](#)

Date	Ver.	Action By	Action	Result
1/16/2018	1	City Council		

Awarding bid for Deer Park 2016 Street Improvements Project.

Summary: We received a total of 11 bids at the bid opening for the 2016 Street Improvements Project. This project involves full street reconstruction of the following streets: West 9<sup>th</sup> and 11<sup>th</sup> Streets, Ridgeway Streets, and Amherst/Brown Ln. This reconstruction will include water, storm, and sewer utility replacement under the new pavement. The low bid for this project was \$5,111,954.00 submitted by D&W Contractors, Inc.

### Fiscal/Budgetary Impact:

This project is funded out of the Capital Improvement Fund (Fund 90) and 2015 CO Bonds (Fund 26)

Staff recommends awarding the Project to D&W Contractors, Inc., based on the low bid of \$5,111,954.00



January 2, 2018

Mr. Brent Costlow  
Assistant Director  
City of Deer Park  
710 E. San Augustine  
Deer Park, TX 77536

**Reference: Deer Park Street Improvements Project  
Contractor Award Recommendation  
BBI Job No. 160016148**

Dear Mr. Costlow:

Bids were publicly opened and read at 2:00 pm on December 19, 2017 for the above-referenced project. The following is a summary of our bid evaluation.

Bid Tabulation - A copy of the Bid Tabulation is attached. A summary of the total amount for each of the submitted bids is as follows.

<u>Contractor</u>	<u>Amount</u>
1. D &W Contractors, Inc.	\$5,111,954.00
2. R Construction Civil, LLC	\$5,631,474.10
3. SER Construction Partners, LLC	\$5,693,714.60
4. Mar-Con Services, LLC	\$5,894,136.05
5. MBN Enterprises	\$5,905,426.77
6. FUSED Industries, LLC	\$6,029,529.00
7. Triple B Services, LLP	\$6,303,544.74
8. Angel Brothers Enterprises, LTD.	\$6,841,357.40

Three Contractors, RAC Industries, LLC, ISI Contracting, Inc., and IKLO Construction used incorrect bid forms and were not considered in the Bid Tabulation.

The following mathematical errors were identified and corrected on the Bid Tabulation. The errors do not change the apparent low bidder:

- The R Construction Civil, LLC Bid Documents contain the following inaccuracies: Errors on Bid Items 89, 129, and 217; Contractor's Total Bid Price is \$5,637,954.10, corrected Total Bid Price is \$5,631,474.10.
- The SER Construction Partners, LLC Bid Documents contain the following inaccuracies: Errors on Bid Items 8, 38, and 224; Contractor's Total Bid Price is \$5,686,424.60, corrected Total Bid Price is \$5,693,714.60.
- The Mar-Con Services, LLC Bid Documents contain the following inaccuracies: Incorrect Sub Total for 9<sup>th</sup> and 12<sup>th</sup> Streets. Errors on Bid Items 139, 178, 197, and 208 did not affect the Total Bid Price.

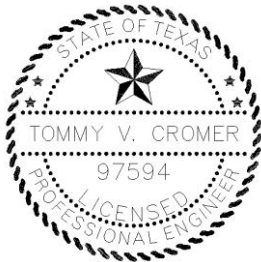
- The MBN Enterprises Bid Documents contain the following inaccuracies: Error on Bid Item 5 did not affect the Total Bid Price.
- The FUSED Industries, LLC. Bid Documents contain the following inaccuracies: Error on Bid Item 94; Contractor's Total Bid Price is \$6,044,829.00, corrected Total Bid Price is \$6,029,529.00.
- The Angel Brothers Enterprises, LTD Bid Documents contain the following inaccuracies: Errors on Bid Items 6, 7, 32, 36, 54, 84, 101, 143, 176, 200, and 228; Contractor's Total Bid Price is \$6,840,752.78, corrected Total Bid Price is \$6,841,357.40.

Binkley & Barfield, Inc. recommends that the City of Deer Park award the Deer Park Street Improvements Project to D & W Contractors, Inc. for the amount of Five Million, One Hundred Eleven Thousand, Nine Hundred Fifty-Four Dollar and No Cents. (\$5,111,954.00).

If you have any questions, please contact me.

Sincerely,

**Binkley & Barfield, Inc.**  
Consulting Engineers

A handwritten signature in blue ink that reads "Tommy V. Cromer".

Tommy Cromer P.E. 01/02/2018  
Senior Project Manager – Public Infrastructure  
Attachment



# City of Deer Park

710 E SAN AUGUSTINE  
DEER PARK, TX 77536

## Legislation Details (With Text)

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**File #:** MIN 18-014    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** Agenda Ready  
**File created:** 1/6/2018    **In control:** City Council  
**On agenda:** 1/16/2018    **Final action:**  
**Title:** Approval of minutes of workshop meeting on January 2, 2018.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CC\\_MW\\_010218](#)

Date	Ver.	Action By	Action	Result
1/16/2018	1	City Council		

Approval of minutes of workshop meeting on January 2, 2018.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

## Minutes

of

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON JANUARY 02, 2018, BEGINNING AT 6:45 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON  
SHERRY GARRISON  
TOMMY GINN  
BILL PATTERSON  
RAE SINOR

MAYOR  
COUNCILWOMAN  
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 6:45 p.m.
2. DISCUSSION OF ISSUES RELATING TO THE QUARTERLY FINANCIAL REPORT FOR THE FISCAL YEAR 2016-2017 FOURTH QUARTER ENDING SEPTEMBER 30, 2017 – Finance Director, Donna Todd gave an overview of the budget funds for the quarter, highlighting the preliminary and unaudited reports. Ms. Todd also spoke of benefits of the investment partnership with Valley View.  
  
City Manager Jay Stokes commented, “A couple of years ago, Donna had the idea that we do this. We had a lot of money in the bank three to four years ago and we were getting \$30,000 to \$50,000 of investment revenue when TexPool was our entire investment. It was only paying a tenth of a point. This is phenomenal and a real credit to Donna.”
3. EXECUTIVE SESSION- CONSULTATION WITH CITY ATTORNEY – POTENTIAL LITIGATION – Mayor Mouton recessed the meeting at 6:55 p.m. for an Executive Session.
4. RECONVENED – Mayor Mouton reconvened the workshop meeting at 7:21 p.m.

5. DISCUSSION OF ISSUES RELATING TO AN ANNUAL REPORT FROM THE CITY'S EMS BILLING COMPANY – Robert Hemminger, Emergency Services Director, gave an overview of the report exhibiting the first full fiscal year of collections and services from the billing company Emergicon. The report showed the numbers have doubled from the in-house collection totals of about \$400,000 to \$850,000 with Emergicon.

Councilman Patterson asked, “Is this the amount of money people or insurance companies have paid for their services and the rest is what has not been paid?”

Mr. Hemminger responded, “That is correct.”

Councilman Patterson asked, “Why hasn’t the rest been paid?”

Mr. Hemminger responded, “There are a number of reasons why you would see unpaid balances. Half of the transports are Medicare patients.”

Councilman Patterson asked, “The report shows collections of \$848,000, is this broken down by how it was paid?”

Mr. Hemminger responded, “Correct. The 47.5 payers were Medicare, about a quarter are private pay, meaning they have no insurance and the patient themselves are paying out of pocket.”

Councilman Patterson asked, “If the insurance doesn’t pay all the cost for the use of the ambulance, does it go into collections?”

Mr. Hemminger responded, “Yes.”

Mr. Hemminger also spoke of the recommendations made by Emergicon that were included in the report. The recommendations consist of increasing the fee schedule and offering a prompt payer discount for those private pay situations. Additional information has been requested from Emergicon for further discussion.

6. ADJOURN – Mayor Mouton adjourned the meeting at 7:27 p.m.

ATTEST:

APPROVED:

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Shannon Bennett, TRMC  
City Secretary

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Jerry Mouton  
Mayor



# City of Deer Park

710 E SAN AUGUSTINE  
DEER PARK, TX 77536

## Legislation Details (With Text)

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**File #:** MIN 18-013    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** Agenda Ready  
**File created:** 1/6/2018    **In control:** City Council  
**On agenda:** 1/16/2018    **Final action:**  
**Title:** Approval of minutes of regular meeting on January 2, 2018.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CC\\_MR\\_010218](#)

Date	Ver.	Action By	Action	Result
1/16/2018	1	City Council		

Approval of minutes of regular meeting on January 2, 2018.

Summary:

Fiscal/Budgetary Impact:

None

Approval



CITY OF DEER PARK  
710 EAST SAN AUGUSTINE STREET  
DEER PARK, TEXAS 77536

CC 77-01  
PZ 50-167

Minutes of

THE 1700TH REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON JANUARY 2, 2018, AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON	MAYOR
SHERRY GARRISON	COUNCILWOMAN
TOMMY GINN	COUNCILMAN
BILL PATTERSON	COUNCILMAN
RAE SINOR	COUNCILWOMAN

PLANNING AND ZONING COMMISSION PRESENT:

DANIELLE WENDEBURG	CHAIRMAN
DON TIPPIT	COMMISSIONER
DOUGLAS COX	COMMISSIONER
RAY BALUSEK	COMMISSIONER
STAN GARRETT	COMMISSIONER

OTHER CITY OFFICIALS PRESENT:

JAY STOKES	CITY MANAGER
GARY JACKSON	ASSISTANT CITY MANAGER
SHANNON BENNETT	CITY SECRETARY
JIM FOX	CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.
2. INVOCATION – The invocation was given by Councilman Patterson.
3. PLEDGE OF ALLIGIANCE – Councilwoman Sinor led the Pledge of Allegiance to the United States Flag and the Texas Flag.
4. JOINT PUBLIC HEARING ON THE REQUEST OF THE CITY OF DEER PARK TO AMEND THE CODE OF ORDINANCE APPENDIX A-ZONING, SECTION 14.02 TO ALLOW HELIPORTS OR HELISTOPS AS AN ACCESSORY USE FOR MEDICAL FACILITIES IN THE GENERAL COMMERCIAL ZONING DISTRICT – Mayor Mouton opened the hearing on behalf of the City Council.

Chairman Wendeburg opened the hearing on behalf of the Planning and Zoning Commission

City Secretary Shannon Bennett read the Notice of Joint Public Hearing.  
(Exhibit A)

Mayor Mouton called for those persons desiring to speak in favor of the request. No one spoke.

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

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

5. AWARDING BID FOR THE PHASE I OF THE DEER PARK NATURE PRESERVE – Motion was made by Councilwoman Garrison and seconded by Councilman Patterson to award the bid for the Phase I of the Deer Park Nature Preserve to Millis Development, low bidder, in the amount of \$554,809.00. Motion carried 5 to 0.
6. CONSENT CALENDAR – Motion was made by Councilwoman Garrison and seconded by Councilwoman Sinor to approve the consent calendar as follows:
  - a. Approval of minutes of workshop meeting on December 19, 2017.
  - b. Approval of minutes for regular meeting on December 19, 2017.
  - c. Approval of tax refund to Jack Beckham in the amount of \$619.59 due to an overpayment.
  - d. Approval of tax refund to Professional Service Industries in the amount of \$1,629.83 due to a value decrease granted by Harris County Appraisal District.
  - e. Acceptance of the Quarterly Financial Report for the Fiscal Year 2016-17 fourth quarter ending September 30, 2017.

Motion carried 5 to 0.

7. CONSIDERATION OF AND ACTION ON THE PURCHASE OF FIELD LIGHTING AND INSTALLATION FROM MUSCO SPORTS LIGHTING, LLC VIA BUY BOARD FOR SOCCER DEVELOPMENT AND GIRLS SOFTBALL RENOVATIONS TYPE B PROJECTS – Motion was made by Councilwoman Garrison and seconded by Councilman Ginn to approve the purchase of field lighting and installation from Musco Sports Lighting, LLC via Buy Board for Soccer Development and Girls Softball Renovations Type B Projects. Motion carried 5 to 0.
8. CONSIDERATION OF AND ACTION ON THE PURCHASE OF SHADE STRUCTURES FROM USA SHADE & FABRIC STRUCTURES VIA BUY BOARD FOR SOCCER DEVELOPMENT AND GIRLS SOFTBALL RENOVATIONS TYPE B PROJECTS – Motion was made by Councilman Patterson and seconded by Councilwoman Sinor to approve

the purchase of shade structures from USA Shade & Fabric Structures via Buy Board for Soccer Development and Girls Softball Renovations Type B Project. Motion carried 5 to 0.

9. CONSIDERATION OF AND ACTION ON A RESOLUTION TO SEEK A FISCAL YEAR 2019 STEP TRAFFIC ENFORCEMENT GRANT – Motion was made by Councilwoman Garrison and seconded by Councilman Ginn to approve Resolution No. 2018-01.

A RESOLUTION AUTHORIZING AND APPROVING A GRANT APPLICATION AND AGREEMENT BETWEEN THE CITY OF DEER PARK, TEXAS AND THE STATE OF TEXAS DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION IN THE AMOUNT OF FORTY-FOUR THOUSAND, NINE HUNDRED NINETY-NINE DOLLARS AND SIXTY CENTS (\$44,999.60) TO CONDUCT A SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) DIRECTED AT TRAFFIC ENFORCEMENT TO BE ADMINISTERED BY THE POLICE DEPARTMENT.

Motion carried 5 to 0.

10. CONSIDERATION OF AND ACTION ON THE RESULTS OF THE JOINT PUBLIC HEARING AND A PROPOSED ORDINANCE ON THE REQUEST OF THE CITY OF DEER PARK TO AMEND THE CODE OF ORDINANCE APPENDIX A-ZONING, SECTION 14.02 TO ALLOW HELIPORTS OR HELISTOPS AS AN ACCESSORY USE FOR MEDICAL FACILITIES IN THE GENERAL COMMERCIAL ZONING DISTRICT – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilwoman Sinor

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF DEER PARK BY AMENDING APPENDIX A-ZONING, SECTION 14.02 – HELIPORTS, BY ALLOWING HELIPORTS OR HELISTOPS AS AN ACCESSORY USE FOR MEDICAL FACILITIES LOCATED IN COMMERCIAL DISTRICTS AND REQUIRING A SPECIFIC USE PERMIT; AND DECLARING AN EMERGENCY.

Motion was made by Councilman Ginn and seconded by Councilwoman Sinor to withdraw the motion.

Motion was made by Councilman Ginn and seconded by Councilwoman Sinor to amend and adopt on first and final reading of Ordinance No. 3949, captioned as follows

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF DEER PARK BY AMENDING APPENDIX A-ZONING, SECTION 14.02 – HELIPORTS AND HELISTOPS, BY ALLOWING HELIPORTS OR HELISTOPS AS AN ACCESSORY USE FOR MEDICAL FACILITIES LOCATED IN HIGHWAY ZONING DISTRICTS, AND BY AMENDING

SECTION 10.03 ZONING MATRIX BY ADDING “S” TO HIGHWAY ZONING DISTRICTS FOR HELISTOPS AND REQUIRING A SPECIFIC USE PERMIT; AND DECLARING AN EMERGENCY.

Motion carried 5 to 0.

11. CONSIDERATION OF AND ACTION ON A RECOMMENDATION FROM THE PLANNING AND ZONING COMMISSION AND A PROPOSED ORDINANCE ON THE REQUEST OF SANWOOD INVESTMENTS FOR A SPECIFIC USE PERMIT TO CONSTRUCT A BULK WAREHOUSE AT 4600 UNDERWOOD ROAD – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Ginn to adopt first and final reading of Ordinance No. 3950, captioned as follows:

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO OPERATE A LAYDOWN YARD ON A 24.42 ACRE TRACT OF LAND LOCATED AT 4600 UNDERWOOD ROAD, DEER PARK, TEXAS; AND DECLARING AN EMERGENCY.

Motion was made by Councilwoman Garrison and seconded by Councilman Ginn to withdraw the motion.

Motion was made by Councilwoman Garrison and seconded by Councilman Ginn to clarify the corrected Specific Use Permit Ordinance No. 3950 to read as follows:

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO OPERATE A BULK WAREHOUSE ON A 24.42 ACRE TRACT OF LAND LOCATED AT 4600 UNDERWOOD ROAD, DEER PARK, TEXAS; AND DECLARING AN EMERGENCY.

Councilman Patterson asked, “Is there any other requirements like landscaping?”

Mayor Mouton responded, “Everything else is normal, it was just a specific of the extra bulk.”

Motion carried 5 to 0.

12. CONSIDERATION OF AND ACTION ON AN ORDINANCE GRANTING A PIPELINE FRANCHISE TO FLST LLC FOR A SIXTEEN IN (16”) ETHANE PIPELINE – After a proposed ordinance was read by caption, motion was made by Councilman Patterson and seconded by Councilwoman Sinor to adopt on first reading of Ordinance No. 3951, captioned as follows:

AN ORDINANCE GRANTING FLST LLC D/B/A LAVACA LST PIPELINE LLC, IT’S SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVELEGE AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN IT’S PROPOSED 16 INCH

PIPELINE, WHICH WILL BE INSTALLED IN THE CENTERPOINT ENERGY CORRIDOR AND CROSSES, SPENCER HIGHWAY, PASADENA BOULEVARD, SAN AUGUSTINE, EAST BOULEVARD, SOUTH BATTLEGROUND ROAD AND OLD UNDERWOOD ROAD, IN THE CITY OF DEER PARK, HARRIS COUNTY, TEXAS FOR THE PURPOSE OF TRANSPORTING ETHANE; PROVIDING FOR A FEE; PROVIDING AN INDEMNITY CLAUSE; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; RESERVING ALL POWERS OF REGULATION; PROVIDING FOR ACCEPTANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY BY A FINE OF UP TO \$2,000.00 FOR EACH DAY'S VIOLATION.

Councilwoman Sinor asked, "I remember when we did this before, we changed some of the cost, and we were practically giving it away. People had their property crossed and roads were crossed as well."

City Manager Jay Stokes responded, "We did go up on the fee, but we also watched where they cross Luella, where it has been getting very muddy. Public Works has been watching it a lot closer."

Councilwoman Sinor asked, "Is this coming right up East Boulevard and Spencer Highway?"

City Attorney Jim Fox, responded, "It is in an existing Centerpoint Utility corridor that has multiple pipelines already there."

Councilwoman Sinor, "They still have to dig?"

Mr. Stokes responded, "I would imagine it is going over there by Walmart, there along the powerline."

Mayor Mouton commented, "On the right of way where it is runs with the power lines."

Motion carried 5 to 0.

13. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 PLANNING AND DEVELOPMENT DEPARTMENT BUDGET FOR EMERGENCY REPAIRS TO THE BUCKET TRUCK – After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Patterson to adopt on first and final reading of Ordinance No. 3952, captioned as follows:

AN ORDINANCE AMENDING THE 2017-2018 BUDGET FOR THE CITY OF DEER PARK, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AND EMERGENCY.

Motion carried 5 to 0.

14. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 BUDGET FOR CAPITAL IMPROVEMENT FUND PROJECT – After a proposed ordinance was read by caption, motion was made by Councilman Patterson and seconded by Councilwoman Sinor to adopt on first and final reading of Ordinance No. 3953, captioned as follows:

AN ORDINANCE AMENDING THE 2017-2018 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.

Motion carried 5 to 0.

15. RECESSED/RECONVENED – Mayor Mouton recessed the regular meeting at 7:53 and reconvened at 7:58 p.m.
16. CONSIDERATION OF AND ACTION ON A CHANGE ORDER TO THE CONTRACT WITH SOUTH POOLS FOR THE DOW PARK PAVILION PARK – Motion was made by Councilwoman Sinor and seconded by Councilman Patterson to approve the change orders No. 2 and No. 3 to the contract with South Pools for the Dow Park Pavilion Project. Motion carried 5 to 0.
17. CONSIDERATION OF AND ACTION ON AN AGREEMENT WITH HI-TECH TRUCK RIGGING & EQUIPMENT COMPANY TO REPLACE THE HYDRAULIC HOSES ON THE PUBLIC WORKS VERSALIFT BUCKET TRUCK – Motion was made by Councilman Patterson and seconded by Councilman Ginn to approve an agreement with Hi-Tech Truck Rigging & Equipment Company to replace the hydraulic hoses on the Public Works Versalift bucket truck.

Councilwoman Sinor asked, “Why is the labor almost as much as the material?”

Assistant Public Works Director, Brent Costlow, commented, “It takes a lot of big and special equipment.”

Motion carried 5 to 0.

18. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO PURCHASE FROM PLAYWORKS AND THE PLAYWELL GROUP VIA THE BUY BOARD FOR THE MATERIALS AND INSTALLATION OF ITEMS TO COMPLETE THE DOW PARK PAVILION AND IMPROVEMENTS PROJECT – Motion was made by Councilwoman Sinor and seconded by Councilman Patterson to authorize the purchase from Playworks and the Playwell Group via the Buy Board for the materials and installation of items to complete the Dow Park Pavilion and Improvement Project. Motion was carried 5 to 0.

19. ADJOURN – Mayor Mouton adjourned the meeting at 8:02 p.m.

ATTEST:

APPROVED:

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Shannon Bennett, TRMC  
City Secretary

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Jerry Mouton  
Mayor



## Legislation Details (With Text)

**File #:** TAXR 18-002 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 1/2/2018 **In control:** City Council  
**On agenda:** 1/16/2018 **Final action:**  
**Title:** Approval of tax refund to GSL Constructors in the amount of \$1,758.24 due to a value decrease granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
1/16/2018	1	City Council		

Approval of tax refund to GSL Constructors in the amount of \$1,758.24 due to a value decrease granted by Harris County Appraisal District.

### Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

GSL Constructors in the total amount of \$1,758.24 due to a value decrease granted by Harris County Appraisal District on the 2014 Correction Roll #37 (Account #119-915-002-0013).

Fiscal/Budgetary Impact: None.

Approve the tax refund to GSL Constructors.





## Legislation Details (With Text)

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**File #:** TAXR 18-003   **Version:** 1   **Name:**

**Type:** Tax Refund   **Status:** Agenda Ready

**File created:** 1/2/2018   **In control:** City Council

**On agenda:** 1/16/2018   **Final action:**

**Title:** Approval of tax refund to Texas Steam Equipment in the amount of \$774.61 due to a value decrease granted by Harris County Appraisal District.

**Sponsors:** Finance

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
1/16/2018	1	City Council		

Approval of tax refund to Texas Steam Equipment in the amount of \$774.61 due to a value decrease granted by Harris County Appraisal District.

### Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Texas Steam Equipment in the total amount of \$774.61 due to a value decrease granted by Harris County Appraisal District on the 2016 Correction Roll #15 (Account #023-144-000-0684).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Texas Steam Equipment.



## Legislation Details (With Text)

**File #:** TAXR 18-004 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 1/2/2018 **In control:** City Council  
**On agenda:** 1/16/2018 **Final action:**  
**Title:** Approval of tax refund to National Tax Search in the amount of \$1,587.52 due to a value decrease granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
1/16/2018	1	City Council		

Approval of tax refund to National Tax Search in the amount of \$1,587.52 due to a value decrease granted by Harris County Appraisal District.

### Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

National Tax Search in the total amount of \$1,587.52 due to a value decrease granted by Harris County Appraisal District on the 2016 Correction Roll #15 (Account #011-319-000-0575).

Fiscal/Budgetary Impact: None.

Approve the tax refund to National Tax Search.



## Legislation Details (With Text)

**File #:** TAXR 18-005 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 1/2/2018 **In control:** City Council  
**On agenda:** 1/16/2018 **Final action:**  
**Title:** Approval of tax refund to Charles Robert Bishop III & Pamela Kay Bishop in the amount of \$1,913.55 due to an over-65 exemption granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
1/16/2018	1	City Council		

Approval of tax refund to Charles Robert Bishop III & Pamela Kay Bishop in the amount of \$1,913.55 due to an over-65 exemption granted by Harris County Appraisal District.

### Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Charles Robert Bishop III & Pamela Kay Bishop in the total amount of \$1,913.55 due to an over-65 exemption granted by Harris County Appraisal District on the 2017 Correction Roll #04 (Account #121-092-001-0070).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Charles Robert Bishop III & Pamela Kay Bishop.



## Legislation Details (With Text)

**File #:** AUC 18-001    **Version:** 1    **Name:**  
**Type:** Auction    **Status:** Agenda Ready  
**File created:** 1/9/2018    **In control:** City Council  
**On agenda:** 1/16/2018    **Final action:**  
**Title:** Approval of the sale of surplus of furniture and fixtures from the current City Hall building.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
1/16/2018	1	City Council		

Approval of the sale of surplus of furniture and fixtures from the current City Hall building.

**Summary:** The new City Hall will be primarily equipped with new furnishings in the City Council Chambers, offices, conference rooms, etc. Prior to the move, the current furniture will be made available to other staff within the City. Any remaining furniture and fixtures, including any older furniture swapped for newer furniture, must be sold as surplus. City staff recommends that the sale of any surplus furniture, fixtures, and equipment be sold through the Rene Bates Internet Auction process. The City has used Rene Bates for previous auctions and has achieved great results with these online auctions. Rene Bates Auctioneers earns a 6.75% commission on all sales, but no other fees are charged to the City. Pending approval of the City Council, this auction is expected to take place within the next 90-days.

### Fiscal/Budgetary Impact:

Any proceeds from the sale of surplus property are recorded as revenue in the General Fund, Account No. 10-000-3614, Sale of Surplus Materials.

Approval of and authorization to auction surplus furniture and fixtures of the current City Hall building via the Internet through Rene Bates Auctioneers.



## Legislation Details (With Text)

**File #:** AGR 18-001    **Version:** 1    **Name:**  
**Type:** Agreement    **Status:** Agenda Ready  
**File created:** 1/6/2018    **In control:** City Council  
**On agenda:** 1/16/2018    **Final action:**  
**Title:** Consideration of and action on an agreement with Houston Community Newspaper.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [HCN agreement](#)

Date	Ver.	Action By	Action	Result
1/16/2018	1	City Council		

Consideration of and action on an agreement with Houston Community Newspaper.

### Summary:

During the period of this agreement, the fee rate for advertisements will be \$19.00 PCI for any of the 24 Houston Chronicle newspapers. Houston Chronicle Newspaper also agrees to mail affidavits and tear sheets within one week of newspaper publication. Houston Chronicle Newspaper agrees to provide the City with a 15% discount off the open rate for employment advertisements to be published in any of our 24 newspapers that the City chooses.

### Fiscal/Budgetary Impact:

Budgeted item.

Approval of agreement.

## Advertising Contract Agreement

New Contract ☐ Renewal ☒ Rework ☐ IncreaseContract Term: ☒  
\_12\_ Months

Contract Start Date: Feb. 1, 2018 Contract End Date: Jan. 21, 2019

Account Information	Account Name: City of Deer Park	Account Number:
	Agency Name:	
	Street Address: 710 E San Augustine	
	City: Deer Park	State: TX Zip Code: 77536
	Contact: Shannon Bennett	Phone: 281-478-7247
HC MG	Contact Email: sbennett@deerparktx.org	Web Address (URL):
	Rep:	Rep Sales#: Manager:
	Team:	Director:

Products and Packages	<b>Online Presence</b>	<b>Display Advertising</b>
	<input type="checkbox"/> New URL <input type="checkbox"/> Transfer URL	<input type="checkbox"/> Desktop <input type="checkbox"/> Desktop/Mobile <input type="checkbox"/> Mobile <input type="checkbox"/> Pre-roll (video)
	Essential Website ..... \$ .....	Chron.com banners ads (25,000).....\$ .....
	Essential Prime Website ..... \$ .....	Chron.com banner ads (50,000) .....\$ .....
	Advantage Website ..... \$ .....	Chron.com banner ads (75,000) .....\$ .....
	Custom Website (Quote Required) ..... \$ .....	Chron.com banner ads .....\$ .....
	<b>Search Engine Optimization</b>	# of impressions .....
	Content creation & optimization..... \$ .....	Audience Extension .....\$ .....
	Search commands & linking ..... \$ .....	Hearst First Audience (Core Audience).....\$ .....
	SEO Advanced – Managed: < 9 Keywords ..... \$ .....	Mobile geo-fence/geo-conquest.....\$ .....
	SEO Advanced – Custom: # Keywords ..... \$ .....	<b>Native Advertising</b>
	<b>Paid Search Advertising</b>	Storyteller – Guaranteed 2,000 engagements .....\$ .....
	\$50 - \$999 search spend (+35% mgmt. fee below) ..... \$ .....	Storyteller – Guaranteed 4,000 engagements .....\$ .....
	\$1,000 + search spend (+30% mgmt. fee below) ..... \$ .....	+ Reverse publish to print .....\$ .....
	Management fee ..... \$ .....	Merchant Profile (includes print) .....\$ .....
	<b>Reputation Management</b>	Edition .....
	Online visibility, brand monitoring & response management ..... \$ .....	<b>Print Advertising</b>
	<b>Marketing Automation</b>	Houston Chronicle .....\$ .....
	Emails & texts to new & repeat customers ..... \$ .....	Houston Community Newspapers.....\$ .....
	<b>Email Promotions</b>	Zone/Edition .....
Targeted emails sent monthly / 2,500/month ..... \$ .....	Special Editions .....\$ .....	
Targeted emails sent monthly / 7,500/month ..... \$ .....	Edition .....	
Targeted emails sent monthly / 20,000/month ..... \$ .....	<b>Notes</b>	
Targeted emails custom deployment..... \$ .....	During the period of this agreement, the fee rate for advertisements will be \$19 PCI for any of the 24 HCN newspapers. HCN agrees to mail affidavits and tear sheets within one week of newspaper publication.	
# of emails in deployment .....	HCN also agrees to provide the city a 15% discount off the open rate for employment advertisements to be published in any of our 24 newspapers that the city chooses.	
<b>Social Media Marketing</b>		
Social monitoring & content creation ..... \$ .....		
Facebook Advertising / 250 clicks ..... \$ .....		
Facebook Advertising / 500 clicks ..... \$ .....		
Facebook Advertising ..... \$ .....		
# of clicks .....		

Total Startup Fee: \$ N/A

Total Monthly Rate: \$ N/A

Total Contract Amount: \$ N/A

By signing below Customer agrees to purchase and pay for the above advertising and digital marketing services from the Houston Chronicle (the "Company"), as referenced in above, subject to the Company's current rate cards, and the terms and conditions attached hereto and expressly incorporated herein by reference, found at: <https://hearstlocal.com/terms>. The services will be billed on a monthly basis as detailed in the form above. For any your convenience, this agreement will automatically renew at the end of the initial twelve month term for an additional 30-day period. For any agreement terminated prior to the end of the initial term, the following charges will apply: (a) the unpaid amounts relating to any website build, and (b) 50% of the remainder of all other fees due for the period following the effective date of termination. All such amounts will be due and payable to Company within 30 days of termination. All set-up fees charged in connection with this agreement are non-refundable. The individual who executes this agreement represents that he or she is expressly authorized to bind the Customer on whose behalf the commitments set forth herein are made.

Privacy: (1) For each Customer website on which Company will place a pixel and/or other tracking technology needed to perform the services, and for so long as such pixel and/or other tracking technology will be deployed, Customer will conspicuously display a privacy policy or notice that (a) explains [Customer's] privacy practices regarding the website; (b) identifies the collection and use of information gathered through cookies, pixels, web beacons and other tracking technologies, as applicable, and (c) offers individuals an opportunity to opt out of the collection and use of their data, as required by applicable laws and industry standards. (2) Customer complies with applicable laws, including any privacy and information security laws, regarding the collection, processing, use and storage of personal information obtained through Customer's website(s). (3) Customer shall not provide to Company any protected health information ("PHI") subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, unless Customer has notified Company in writing at least thirty (30) days prior to providing any PHI and, if necessary, executed a Business Associate Agreement (BAA) agreed to by Company.

Name:	Title:
Authorized Signature:	Date:
Rep:	Date:
Manager:	Date:

## TERMS & CONDITIONS (1/3)

### PROVISION

Of Digital Marketing Services. Digital Marketing Services provided by Company may include, but are not limited to, (a) a published advertisement on the Internet ("Digital Advertising") and/or (b) a website or a landing page hosted or developed on behalf of Customer (a "Website") or other digital marketing services, potentially using one or more third-party vendors (each, a "Vendor"). Provision and use of the Digital Advertising is subject to all applicable Company policies (including without limitation Company's editorial and privacy policies), as well as the policies of any network of associated internet portals, social networks and search engines used in connection therewith ("Partner Properties"). Such policies may be modified at any time. Company may modify the Digital Advertising to comply with any Company, Internet, or Partner Property policies. Customer shall be responsible for protecting his, her or its passwords and takes full responsibility for its own, and any third party, use of its accounts. Digital Advertising may be placed on (a) any content or property provided by Company or its affiliates, or (b) any other content or property provided by a Partner Property. The Internet page and location on an Internet page of Digital Advertising, as well as the other contents of any page containing any advertisement, shall be determined by Company, its Vendors or Partner Properties in their sole discretion. Except for Digital Advertising that is designated to be placed on a specific Internet page that is expressly agreed to in writing by Company, no advertisement will appear on any specific page or in any specific location on a page and no page containing the Digital Advertising will also contain any specific content or be free of any specific content.

### DOMAIN NAMES

The Company may, in connection with the agreement, purchase or otherwise acquire one or more URLs for its use in providing the Digital Marketing Services (the "Domain Names"). Such Domain Names may include references to Customer and its business, including trademarks owned by Customer. Customer hereby grants Company a license for the use of any such trademarks in such Domain Names and Customer acknowledges that Company will own all right, title and interest in such Domain Names and that Customer has and will not make any claim to such Domain Name.

### SUSPENSION

The Company may immediately cancel any Digital Advertising or this agreement at any time with notice (additional notice is not required to cancel a reactivated account). In the event Customer fails to meet payment terms, Company reserves the right to suspend fulfillment of the services to be provided hereunder. In such case, a suspension fee, as determined by Company, of an amount equal to the balance of Vendor fees required to fulfill the entire order may be applied to Customer's account. Customer acknowledges acceptance of responsibility for payment of such suspension fee in addition to all other monies owed. Company may modify these Terms at any time without liability and use of the Digital Advertising after notice that Terms have changed indicates acceptance of the Terms. These Terms will survive any expiration or termination of the agreement. In addition, Customer authorizes Company at its sole discretion to publish additional advertising on behalf of Customer, so long as the publication of such advertising is without charge to Customer. The Customer consents to Company's use of call reporting, website usage reporting, ads/ad copy, and other information obtained through the provision of advertising and the use of the tracking numbers and URLs for promotional or other purposes.

### CONTENT/INTERACTION

The Company may require that Customer submit certain information, including without limitation, text, audio, video, domain names, logos, pictures, slogans, text, graphics or other content ("Customer Content") for Company's use and re-publication in connection with the purchased services. Failure by Customer to provide such Customer Content may prevent Company from providing the Digital Marketing Services and in such event Company, in its discretion, may make certain assumptions to fulfill the Digital Marketing Services and include Company- selected content in place of Customer Content. In the event of such failure by Customer, Customer remains obligated to all Terms including the obligation for full and timely payment of the Digital Marketing Services including those instances in which the Customer disagrees with or requests changes to assumptions made by Company in the provision thereof. For services purchased as set forth in the agreement which require Customer review, approval, or other action, Company shall contact such Customer with the request for review, approval, or other action, and if Company receives no response within two weeks of such review, approval, or other action request, Customer shall be deemed to have accepted the services as produced and provided by Company. For such services that require review, approval, or other action, Company will be allowed to move forward with live activation of such services following Customer's review, approval, or other action (or deemed acceptance as set forth above) and any subsequent requests of Customer will be implemented once the services have "gone live." Company shall in no way be responsible for any actual or perceived deficiencies in service performance resulting from Customer's lack of response to Company's request for review, approval, or other action.

### PROOFS

The Company shall send to Customer a proof of any printed advertisement that is a display advertisement to be published pursuant to this agreement so long as such advertisement, as proposed by Customer, is received by Company no less than 30 days prior to the sales close date specified by Company, in its sole discretion, (the "Sales Close Date"). Customer shall not be entitled to receive a proof of any Digital Advertising, Website or other printed advertisement.

### CANCELLATION/RENEWAL

Any order for Digital Marketing Services may only be canceled if written notice of such cancellation is received by Company not more than three (3) days following the signature date as expressed on the face of this agreement. Digital Advertising will be continuously maintained by Company on the Internet for a minimum of twelve (12) months, as per the specific product characteristics and parameters of the Digital Advertising, after which it may be cancelled by Customer or Company upon thirty (30) days' prior written notice to the other. Upon any such cancellation, Customer shall not be entitled to a refund of any amount previously paid to Company. Company shall further have the right to terminate these Terms at any time should any payments due hereunder by Customer remain outstanding and unpaid for longer than 60 days. In such case, in consideration of the upfront costs incurred by Company to implement the Digital Advertising on Customer's behalf, Company shall have the right to seek payment from Customer of what Customer would have owed should such service have continued for the duration of the twelve (12) month period referenced herein and Customer shall promptly pay any such amounts sought by Company.

### VENDOR TERMS & CONDITIONS

Additional terms and conditions as required by Company's Vendors may be applicable dependent upon type of product and/or services provided. By agreeing to these terms and conditions, Customer explicitly agrees to any applicable Vendor terms and conditions. To the extent that there is any inconsistency between the terms and conditions of this agreement and such additional terms and conditions, the former shall control.

### PROHIBITED USES

The Customer shall not authorize any party to: (a) generate automated, fraudulent or otherwise invalid impressions or clicks; or (b) advertise anything illegal or engage in any illegal or fraudulent business practice in any state or country where Digital Advertising is displayed. Customer acknowledges and agrees that the violation of these policies may result in immediate termination of this agreement without notice and may subject the Customer to legal penalties and consequences.

### REPRESENTATIONS/WARRANTIES

Grant of Rights. Customer represents and warrants to Company and each Vendor, that (a) Customer has the right to use as contemplated by the agreement (i) all Customer Content and any additional content furnished and included in connection with this agreement, (ii) all links from a Website to other websites requested by Customer, and (iii) Customer owns or has rights to all copyrights, trademarks, service marks, trade secrets and other intellectual property rights relating to any Customer Content and (b) all information (including, but not limited to, name, address and telephone number) furnished by Customer in connection with the agreement ("Customer Information") is correct and not misleading in any respect. Customer grants Company a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Customer Content in any and all media or distribution methods (now known or later developed). Company may modify or adapt Customer Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to Customer Content as are necessary to conform and adapt Customer Content to any requirements or limitations of any networks, devices, services or media. Company may also modify or adapt Customer Content for editorial purposes. Company reserves the right at all times (but will not have an obligation) to remove or refuse to distribute any Customer Content on the Internet or any Partner Property for any reason including but not limited to a Partner Property disallowing any commercial activity. Company reserves the right to access, read, preserve, and disclose any information as Company reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Company, its users and the public.

### INDEMNIFICATION

The Customer shall indemnify, defend, and hold harmless Company and each Vendor from and against each expense, claim, cost, damage, demand, liability and loss (including, but not limited to, all fees and disbursements of counsel) incurred by Company or any Vendor and directly or indirectly relating to any warranty or representation made in the agreement by Customer being untrue or misleading in any respect, any failure by Customer to perform any obligation pursuant to the agreement, any Customer Content, any Customer Information, the Services provided hereunder, or any other aspect of this agreement.

### PLACEMENT

The page and location on a page of any Digital Advertising, as well as the other contents of any page containing any Digital Advertising, may be determined by Company, in its sole discretion. No Digital Advertising will appear on any specific page or in any specific location on a page and no page containing any Digital Advertising will also contain any specific content or be free of any specific content.

## TERMS & CONDITIONS (2/3)

### LIABILITY LIMITATIONS

(a) Customer acknowledges that (i) Company processes many advertisements and other products, (ii) despite Company's reasonable efforts, inevitably publishing errors may from time to time occur, and (iii) the prices charged by Company assume the enforceability of the limitations on liability provisions set forth in this Section and that such limitations are a reasonable allocation of the risk of any publishing error occurring between Customer and Company. (b) No error in any Digital Advertising or Website shall affect the obligation of Customer to pay the full amount therefor (including, but not limited to, the Digital Advertising or Website, as applicable, containing such error). The only obligation of Company and/or Vendor with respect to any error in any Digital Advertising or Website is to correct such error after written notice of such error is received by Company from Customer. (c) Company and /or Vendor shall have no liability to Customer with respect to any error in, or otherwise with respect to, any Digital Advertising or Website published, without charge to Customer and for which a specific charge is not allocated in the agreement. (d) REGARDLESS OF THE NATURE OF ANY CLAIM MADE AGAINST COMPANY AND/OR VENDOR, WHETHER IT BE IN TORT, BREACH OF CONTRACT OR SOME OTHER CAUSE OF ACTION, AND WHETHER IT ALLEGES NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR OTHER TORTIOUS ACTION BY COMPANY AND/OR VENDOR, THE LIABILITY OF COMPANY AND/OR VENDOR ARISING PURSUANT TO THE AGREEMENT, IF ANY, SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER PURSUANT TO THE AGREEMENT WITH RESPECT TO THE DIGITAL ADVERTISING OR WEBSITE OR DIGITAL MARKETING SERVICE GIVING RISE TO SUCH LIABILITY. COMPANY AND/OR VENDOR SHALL NOT INCUR ANY LIABILITY TO CUSTOMER IN CONNECTION WITH ANY CLAIM ARISING PURSUANT TO THE AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS) INCURRED BY CUSTOMER, EVEN IF THE POSSIBILITY OF SUCH DAMAGES COULD HAVE BEEN FORESEEN BY COMPANY AND/OR VENDOR, OR FOR ANY FAILURE TO PERFORM ANY OBLIGATION DUE TO CAUSES BEYOND ITS REASONABLE CONTROL.

### REJECTION

The Company reserves the right to reject, whether before or after the date of the agreement, any Digital Advertising or Website that, in the sole discretion of Company, is illegal, offensive, obscene or contrary to the business interest, goodwill or reputation of Company or any Vendor or for any other reason in the sole discretion of Company. If any Digital Advertising or Website is rejected by Company pursuant to the preceding sentence, Customer shall not have any recourse against Company or any Vendor for such rejection, except that Company will refund to Customer an equitable portion of any amount previously paid to Company with respect thereto, with such portion to be determined by Company, in its reasonable discretion.

### TAXES

Any sales, use or other tax imposed by any governmental authority on any amount payable by Customer in connection with the agreement or otherwise relating to the agreement shall be payable by Customer to Company upon demand.

### PAYMENTS

All amounts payable by Customer pursuant to the agreement shall become due as set forth in the agreement. Customer shall pay to Company interest on any amount that is not paid pursuant to the agreement, when due, until such amount is paid at a rate equal to the lesser of 18% per year or the maximum amount permitted pursuant to applicable law. All interest payable pursuant to this paragraph shall be payable on demand.

### COLLECTION EXPENSES

If Customer fails to pay any amount pursuant to the agreement, when due, Customer shall reimburse Company on demand for all costs and expenses incurred by Company in collecting such amount (including, but not limited to, all fees and disbursements of counsel) and/or any collection agency of Company. If Company uses an attorney or collection agency to collect any amount becoming due pursuant to the agreement and such attorney or collection agency is compensated on a contingency fee arrangement, Customer shall pay as fees, in the case of counsel, 30% of such amount and, in the case of a collection agency, 10% of such amount. Customer shall also pay to Company on demand an amount equal to \$30.00 for each check that is issued by Customer in connection with the agreement and that is returned unpaid for any reason.

### POSTPONEMENTS / CANCELLATIONS

The Company may, in its sole discretion, postpone or cancel publication of any Website or providing any other Digital Advertising or service to which the agreement relates. Company shall have no liability to Customer for doing so beyond refunding, or crediting the account of Customer for, any amount specifically paid for any Digital Advertising or Website that is affected by such cancellation.

#### DISCLAIMER

COMPANY AND EACH VENDOR MAKE NO WARRANTY OR REPRESENTATION TO CUSTOMER WITH RESPECT TO THE AGREEMENT, ANY DIGITAL ADVERTISING, DIGITAL MARKETING SERVICES, ANY WEBSITE OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY GUARANTY THAT CUSTOMER WILL EXPERIENCE ANY SPECIFIC RESULTS FROM ANY SUCH SERVICES, DIGITAL ADVERTISING OR WEBSITE).

### THIRD-PARTY BENEFICIARIES

Each Vendor shall be a third-party beneficiary of all provisions of these Terms relating to them. They may at any time enforce such provisions in their own name.

### MISCELLANEOUS

The agreement (a) shall be governed by, and interpreted in accordance with, the laws of the state of New York, without regard to principles of conflicts of law, (b) except as provided in paragraph 5, constitutes the entire agreement between Company and Customer with respect to the subject matter of the agreement, (c) supersedes all course of dealing and other conduct previously pursued, and each oral or written agreement and representation previously made, by Company with respect to such subject matter, (d) shall be binding upon and inure to the benefit of Company and Customer, and the successors and assignees of Company and Customer, except that no right or obligation of Customer pursuant to the agreement may be assigned by Customer without first obtaining the written consent of Company, and (e) may only be amended in writing duly executed by Company and Customer.

### SEARCH ENGINE OPTIMIZATION

Pursuant to the agreement, Customer requests that Company provides certain Digital Advertising aimed towards optimizing certain search engine results for Customer advertisements on the Internet (the "SEO Service"). The SEO Service does not include paid search engine placements offered by certain search engine companies. Customer acknowledges that the SEO Service is aimed towards optimizing the SEO Service Domain Names and the Internet which they direct a user to and that the SEO Service is not intended to optimize any other domain name or website, including Customer's own domain name or websites. Customer acknowledges that Company will use reasonable efforts to perform the SEO Service; but that no guarantee can be made that the Internet's search ranking position will be maintained or optimized. In addition, Customer acknowledges that there are risks associated with search engine optimization methods generally, some of which will be employed by Company in performing the SEO Service, which could damage search ranking position and Company will have no liability in such case or for any other unfavorable ranking results whether as a result of the SEO Service or otherwise. Search engine companies change their ranking algorithms periodically, and as such, search ranking positions will fluctuate and cannot be guaranteed by Company. Any other changes to search engine sites that cause unfavorable ranking results are out of Company's control and Company cannot be held responsible for such actions or occurrences. The search ranking position shall have no effect on the obligation of Customer to pay the full amount for any SEO Service. Company reserves the right to change optimized URL(s) during the life of the service at Company's sole discretion. If Customer has purchased the Managed or Custom Search Engine Optimization product ("SEOM or SEOC") the following additional terms apply: Company may make updates, changes or enhancements to Customer's websites. Customer acknowledges no updates, changes or enhancements to Customer's websites by Company, even those that may be deemed by Customer and/or Company to have been made in error, shall affect the obligation of Customer to pay the full amount for the SEO. Should Company acknowledge any change was made in error, the only obligation of Company with respect to any such error is to correct such error after notice of such error is received by Company from Customer. Under no circumstances will Company be responsible or liable, financially or otherwise, for any impact of Company initiated changes including errors, other than as stated in the aforementioned sentence.

### SEARCH ENGINE MARKETING

Pursuant to the agreement Customer may request Company to provide Digital Advertising in the form of creation and placement of ads on Partner Property. ("SEM") Due to the variable results of SEM, product fulfillment may vary from targeted levels by as much as 50% in any given month of the term of the agreement. In order to compensate for this variance or for any other reason, Company may, in its sole discretion, adjust the campaign fulfillment duration of the agreement to match delivered fulfillment levels on a monthly basis. Adjustment of campaign duration shall not affect the obligation of Customer to pay the full amount noted on the order. In the event that Company performs any SEM pursuant to the Services performed hereunder and there is a credit to Customer's account of less than \$10.00 after such SEM has been performed, Company shall not be required to perform any SEM to offset such balance or to refund Customer the cash equivalent thereof. As part of an SEM order, the Customer may choose to have an RCF number included as an additional feature. Customer will be required to sign an RCF consent form at the time the SEM order is placed with Company. By signing the consent form, the Customer acknowledges and accepts all related RCF terms and conditions as stated in Item 28 "Local Track – RCF" of this advertising agreement.



## TERMS & CONDITIONS (3/3)

### WEBSITES / E-COMMERCE

Pursuant to the agreement, Customer may request that Company provide Digital Advertising in the form of creation and maintenance of a website or mobile website on Customer's behalf. Company reserves the right in its sole discretion to refuse to sell and design Websites to a Customer who requests a site which Company deems is, including but not limited to, unlawful or inappropriate, constitutes harassment, racism, violence, obscenity, harmful intent, spamming, contains unacceptable adult content, commits a criminal offence, or commits privacy or copyright infringement at the sole discretion of Company. Customer may use the Digital Advertising purchased for the creation and maintenance of an interactive online store ("Store") for the sale of goods and services. Customer acknowledges and agrees that Customer will be solely responsible for all goods and services offered at and sold through the Store, including any claim, suit, penalty, tax, fine, penalty, or tariff arising and/or any failure to comply with any laws, taxes, and tariffs, from the Client's exercise of Internet electronic commerce through the website and/or Store. In conjunction with the creation of such a Store, the Customer may choose to add a bolt-on application which may facilitate financial transactions including payment processing. Customer acknowledges the payment processing platform is an application provided by a separate Party from Company and that Company has no liabilities or responsibilities for any interactions between the Customer and the payment processing platform provider or the transactions that may result from the use of such a platform. It is at the discretion of the Customer whether to engage in a relationship with a payment processing platform provider, of which the Company is not a Party thereof.

### SOCIAL MEDIA SERVICES

Pursuant to the agreement, Customer may request that Company provide Digital Advertising in the form of performing certain services for the purpose of creating advertisements on social networking sites (the "SMM Service") on Customer's behalf. Customer authorizes Company to act on Customer's behalf in communications with social networking sites, and in the creation and modification of any ("Customer Content"). Customer retains all rights to any Customer Content supplied to Company to submit, post or display on or through the SMM Service. Customer represents and warrants that all Customer Content submitted in connection with this SMM Service order will comply with all Partner Property social networking site's terms of service. If Customer has purchased Advanced or Custom SMM the following additional shall also apply: Customer acknowledges that SMM products do not guarantee attainment of specific performance metric thresholds including but not limited to numbers of "fans", "likes", "followers", leads generated, and so forth. Customer indemnifies and holds Company harmless for all claims related to any SMM activities facilitated by Company including but not limited to contests and promotions, social conversation creation, feedback management, and so forth. Custom SMM product reporting will not be available through the Customer dashboard.

### REPUTATION MANAGEMENT

Pursuant to the agreement, Customer may request that Company provide Digital Advertising in the form of an automatic system that continuously monitors sources, collects and analyzes data and reports on how the Customer's business is perceived by its customers. If the Customer has purchased Advanced Reputation Management the following additional terms apply; Company may perform services designed to manage and respond to reputation-related events on third-party websites. Company will provide Reputation Management Services and Advanced Reputation Management Services in conjunction with VendAsta Technologies Inc. Customer acknowledges and agrees that, in connection with its purchase and use of, these services Customer hereby agrees that in addition to the terms set forth herein, Customer agrees to be bound by all the terms and conditions located at <http://www.steprep.com/terms/>, as may be amended from time to time.

### EMAIL MARKETING / ADVERTISING

Pursuant to the agreement, Customer may request that Company provide Digital Advertising in the form of email marketing services. Customer acknowledges and agrees that in connection with its purchase and use of the email marketing services, Customer hereby agrees to all the terms and conditions set forth herein, as may be amended from time to time. Customer agrees the extent of use, or lack thereof in no way releases the customer from the obligation to pay for email marketing services as specified within the accompanying order. Company makes no warranties or regarding the success of Customer's email marketing campaigns. Customer warrants and represents that upon execution of this agreement, to the extent Customer has furnished Company with any and all e-mail addresses of and/or suppression lists containing customers whom have opted out of receiving email solicitations are in compliance with the Assault of Non-Solicited Pornography and Marketing Act of 2003, and all amendments thereto (the (CAN-SPAM Act)). Customer is responsible for responding to an email address verification preview email message that will be sent to the address that will be used to generate the email marketing messages. Company shall send Customer approval requests for any email marketing material created on the Customer's behalf. Company shall not electronically distribute any email marketing material until it has obtained written approval from Customer in either paper or electronic form.

### DISPLAY ADVERTISING

Pursuant to the agreement, Customer may request that Company provide Digital Advertising in the form of display advertising. Due to the variable nature of Digital Advertising and despite the best efforts of the Company, product fulfillment may vary from targeted levels by as much as 50% in any given month of the term of the agreement. Due to this variance, campaign fulfillment duration of the agreement may be adjusted to match delivered fulfillment levels on a monthly basis. Adjustment of campaign duration shall not affect the obligation of Customer to pay the full amount noted on the order.

### LOCAL TRACK - RCF

Pursuant to the agreement, Customer may request that Company provide Digital Advertising in the form of telephonic and digital consumer tracking services ("LT"). (a) During the Term, the Customer authorizes Company to act on the Customer's behalf in establishing and maintaining telephone numbers (the "Numbers") or domain names (the "URLs") to be used to measure incoming calls and website usage resulting from the Customer's advertising campaigns. Upon any person's dialing the Numbers during the Term, the call will be forwarded to the Destination Phone Numbers indicated above. Upon any person's navigation to the URLs during the Term, the user will be directed to a version of the Customer's Destination URLs indicated above viewed through a proxy. All costs and expenses of establishing and maintaining the Numbers & URLs, as from time to time calculated by Company, will be paid by the Customer. To reimburse Company for such costs and expenses, the Customer shall pay monthly all associated charges noted on the agreement, subject to the right of Company to adjust such fee upon a change in such costs and expenses. If at any time the Customer fails to, when due, pay any amount or perform any obligation owing to Company, whether pursuant to these terms or otherwise, in addition to all other rights and remedies of Company, Company may immediately discontinue the use of the Numbers or URLs without notice to the Customer and the Customer shall reimburse Company for all costs and expenses incurred by Company in discontinuing the Numbers and URLs. The Customer warrants and represents to Company that the Destination Phone Numbers & Destination URLs indicated above are the correct primary phone numbers and domain names used by the Customer in its business. Customer acknowledges that Company is not responsible for the use of the Numbers or URLs in any advertising campaigns not provided by Company. Customer acknowledges that upon, completion of the term of these Terms or cancellation at Company's discretion as noted above, the Numbers and URLs associated to the agreement will no longer be functional as outlined above and that Company bears no responsibility related to the cessation of the function of said URLs and /or Numbers. The Customer consents to Company's use of the call reporting, website usage reporting, ads/ad copy, and other information obtained through the use of the Numbers and URLs for promotional or other purposes. Customer acknowledges that any telephone conversation as result of the use of the Numbers may be recorded. Customer understands and acknowledges that the Voice Recording Service is intended to make an electronic recording of all telephone calls made to the Numbers for purposes of "quality assurance" and "customer service," when a person (the "Caller") makes a call to Customer through the Numbers, the Caller will be automatically advised using a recorded message that each call is subject to recording and monitoring ("Call Prompt Message") prior to the connection of the telephone call to Customer. As a condition of usage, Customer expressly agrees and acknowledges that federal, state, and local laws may require that Customer provide notice to and/or receive express consent and permission from, in writing or otherwise, all agents (including employees), independent contractors, and /or other persons who are on the receiving end of the recorded telephone calls (the "Call Receivers"). Customer agrees and warrants Customer is solely responsible for providing and/or obtaining all notices, consents and permissions relating to Call Receivers, as required by applicable law. Customer may be required from time to time to certify in writing to us, and update this certification on a monthly basis, that all Call Receivers have been notified, have consented and have given permission to have their voice, identity, and call content recorded, monitored, stored, and divulged. Customer agrees that Company has no responsibility for the legality of recording, monitoring, storing, and/or divulging telephone calls and the legality of the language used in the recorded Call Prompt Message as these services and content pertain to federal, state, and local laws. Customer grants specific permission to Company to administer, monitor, use and access Customer recorded calls as Customer's agent. Customer shall defend, indemnify, and hold harmless Company, its affiliates, and its agents (including employees) from any and all claims, liabilities, and/or damages (including, but not limited to reasonable attorneys' fees and costs) that arise from or relate to Customer use or misuse of the Voice Recording Service. Customer shall not use the Voice Recording System to intimidate, harass, or otherwise violate the privacy or other rights of a Caller and a Call Receiver. If Company learns about any alleged misuse of the Voice Recording System, Company reserves the right to terminate the totality of Customer use of the Voice Recording System without prior written notice and without liability. Company may decide that the Voice Recording Service will not be utilized to record the telephone calls to businesses that are deemed by Company to be in sensitive heading categories where recording of such calls may inadvertently expose sensitive information.

### CUSTOMER RELATIONSHIP MANAGEMENT (CRM)

Pursuant to the agreement, Customer may request that Company provide access to a CRM Platform which consists of software, tools, and applications designed to allow Customer to capture leads and convert them to paying customers through automated marketing (the "CRM Platform"). Company will provide CRM in conjunction with Signpost, Inc. ("Vendor"). Customer understands and agrees that Customer shall not (a) modify, translate, reverse engineer, decompile, disassemble, create derivative works of or otherwise seek access to the source code of the CRM Platform; (b) disclose, provide, distribute, license, sublicense, sell, assign or transfer the CRM Platform or Documentation, in whole or in part, to any party, or allow any party to in any way access or utilize the CRM Platform and Documentation other than as expressly provided herein; (c) access or use the CRM Platform or Documentation to knowingly infringe on, violate, dilute, or misappropriate the intellectual property rights of any third party or any rights of publicity or privacy; (d) access or use the CRM Platform or Documentation to knowingly violate any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing export/import control (including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions implemented by the Office of Foreign Assets Control), unfair competition, anti-discrimination and/or false advertising); (e) access or use the CRM Platform to knowingly store defamatory, trade libelous, unlawfully threatening, or unlawfully harassing data; (f) access or use the CRM Platform to knowingly store obscene, pornographic or indecent data in violation of applicable law; (g) access or use the CRM Platform to knowingly introduce or propagate any unauthorized data, malware, viruses, worms, Trojan horses, spyware, other malicious or harmful code; or (h) remove from the CRM Platform or Documentation any language or designation indicating the confidential nature thereof or the proprietary rights or trademarks of Vendor. Customer hereby permits Vendor to collect online data from the Customer and through the CRM Platform regarding the Customer's customers (the "Customer Data"), provided that Customer Data will not be used for any other purpose other than to improve the CRM Platform, and provide related support services to Customer, or as otherwise directed by Customer, including to respond to Customer's request for assistance with any technical problems and/or queries related to the use of the CRM Platform, and provided further that Vendor shall also have the right to use or disclose Customer Data in a format that does not personally identify the identity of Company or any Customers, including as aggregated de-identified data. Customer acknowledges that it is the sender of emails in connection with the CRM Platform and is obligated to follow all legal requirements applicable to the sending of emails under the CAN-SPAM Act, including but not limited to the prohibition against sending unsolicited emails to person with whom Customer does not have a business relationship or who have not requested (opted-in) to Customer's emails. Customer also agrees to only send permission-based emails, meaning that all recipients must have opted-in to receive email communications from Customer. Customer agrees that any and all emails it sends will include all information required by the CAN-SPAM Act. Customer shall not upload or incorporate into customer lists, or otherwise provide to Vendor any protected health information of any kind within the meaning of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA). Customer also agrees that individual Customer subscriptions are for named Customers only and cannot be shared, transferred, or used by more than one Customer. Customer grants to Vendor a royalty-free, worldwide, irrevocable, perpetual, sub licensable, transferable license to use and incorporate in any manner whatsoever, including into the CRM Platform, any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by such Customer relating to the operation of the CRM Platform. Vendor makes no warranties, representations or commitments regarding the CRM Platform. Customer agrees and acknowledges that Vendor is the owner of all right, title, and interest in and to the CRM Platform, documentation, and all intellectual property therein. At the end of the term of this this Purchase Order Customer agrees to discontinue use and destroy or return all copies of the CRM Platform.



## Legislation Details (With Text)

**File #:** PUR 18-004    **Version:** 1    **Name:**

**Type:** Purchase    **Status:** Agenda Ready

**File created:** 1/8/2018    **In control:** City Council

**On agenda:** 1/16/2018    **Final action:**

**Title:** Consideration of and action on a purchase from Vaught Services, LLC, through the TIPS (Cooperative Purchasing System) to perform Sanitary Rehabilitation of Deer Meadows Section 3, Green Way Plaza, and Meadows Village Subdivisions.

**Sponsors:** Public Works

**Indexes:**

**Code sections:**

**Attachments:** [Sanitary rehabilitation 2018](#)

Date	Ver.	Action By	Action	Result
1/16/2018	1	City Council		

Consideration of and action on a purchase from Vaught Services, LLC, through the TIPS (Cooperative Purchasing System) to perform Sanitary Rehabilitation of Deer Meadows Section 3, Green Way Plaza, and Meadows Village Subdivisions.

### Summary:

Staff is requesting the consideration of and action on a purchase from Vaught Services, LLC, through the TIPS (Cooperative Purchasing System) to perform Sanitary Rehabilitation of Deer Meadows Section 3, Green Way Plaza, and Meadows Village Subdivisions. This project consists of sanitary rehabilitation using the Pipe Bursting method. A total of 22,000 LF of 8" and 10" sanitary line will be rehabilitated, 42 manholes will be rehabilitated, and 5 new manholes will be installed. The total purchase agreement for this project is \$1,746,210.50.

### Fiscal/Budgetary Impact:

This project will be funded from CO Bond Fund 52

Staff recommends Council approval to purchase the services of Vaught Services, LLC through the TIPS System.



## CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO:

10121116

PROJECT NAME: 2018 Sanitary Sewer Rehabilitation

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to Contract Administration @ 281-901-5336. Please type or carefully print; thank you.

Item	BASE BID ITEMS	Description of Item	Est. Quant.	Unit
1	Mobilization		1	LS
2	Pre-TV and Clean 6, 8, and 10" Sanitary Sewer		21700	LF
3	Post TV 6-10" Sanitary Sewer		21700	LF
4	Pipe Burst existing 8" Sanitary Sewer with a 8" SDR-19 11PS GRAY HDPE, up to 10-foot deep		18500	LF
5	Pipe Burst existing 10" Sanitary Sewer with a 10" SDR-19 11PS GRAY HDPE, up to 10-foot deep		3200	LF
6	Cutting or Removing Slipliner		4000	LF
7	Sanitary Service reconnection, including 5-feet of lateral, up to 10-foot deep		425	EA
8	Extra Length Service Connection beyond 5-linear feet		2125	LF
9	Construct New End of Line Cleanout or Waste Water Access Chamber		15	EA
10	Crushed Rock Backfill		200	CY
11	Cement Stabilized Sand Backfill		200	CY
12	Remove and replace Asphalt paving		160	SY
13	Remove and replace Concrete paving		160	SY
14	Remove and Replace or Install New 4-foot Diameter Manhole, up to 8-foot deep		5	EA
15	Additional Depth, 4-foot Diameter Manhole		15	VF
16	Manhole Rehab, 1-inch Cementitious Liner		900	VF
	Proposal BASE Total			

LIST PRICING			PROJECT SPECIFIC DISCOUNT		
Unit Price	Total		Unit Price	Total	
\$ 9,150.00	\$ 9,150.00		\$ 7,500.00	\$ 7,500.00	
\$ 4.88	\$ 105,896.00		\$ 4.00	\$ 86,800.00	
\$ 3.05	\$ 66,185.00		\$ 2.50	\$ 54,250.00	
\$ 56.12	\$ 1,038,220.00		\$ 46.00	\$ 851,000.00	
\$ 60.54	\$ 222,528.00		\$ 57.00	\$ 182,400.00	
\$ 6.10	\$ 24,400.00		\$ 5.00	\$ 20,000.00	
\$ 597.80	\$ 254,065.00		\$ 490.00	\$ 208,250.00	
\$ 24.40	\$ 51,850.00		\$ 20.00	\$ 42,500.00	
\$ 2,074.00	\$ 31,110.00		\$ 1,700.00	\$ 25,500.00	
\$ 67.10	\$ 13,420.00		\$ 55.00	\$ 11,000.00	
\$ 79.30	\$ 15,860.00		\$ 65.00	\$ 13,000.00	
\$ 140.30	\$ 22,448.00		\$ 115.00	\$ 18,400.00	
\$ 274.50	\$ 43,920.00		\$ 225.00	\$ 36,000.00	
\$ 5,124.00	\$ 25,620.00		\$ 4,200.00	\$ 21,000.00	
\$ 427.00	\$ 6,405.00		\$ 350.00	\$ 5,250.00	
\$ 152.50	\$ 137,250.00		\$ 125.00	\$ 112,500.00	
	\$ 2,068,327.00		\$	\$ 1,695,350.00	



# CONTRACTOR PRICING WORKSHEET

**1012116**

PROJECT NAME: 2018 Sanitary Sewer Rehabilitation

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to Contract Administration @ 281-901-5336. Please type or carefully print; thank you.

[illegible]

TOTAL BASE ÷ SUPPLEMENTAL (less Bonds)

**Items NOT included in quote unless expressly noted:**

Manhole Removal/Replacement or Coatings, Point Repairs,

*Dewatering, Traffic Control outside of typical cones and signage,*

Heavy Bypass Pumping, Surface Restoration, SWPPP, Vibration Monitoring

## Pre or Post Television Inspection, Bonds, Mechanical Pipe Cleaning

Performance and Payment Bonds (If Required):

**\$ 50,860.50**

Pricing Date:	12/12/2017	TOTAL w/ Bonds:
---------------	------------	-----------------

**TOTAL w/ Bonds:**

Contractor:	Vaught Services, LLC
Prepared By:	Brent Kaller
Phone:	281-924-1718
Fax:	281-901-5336
Email:	bkaller@vaughtllc.com

**NOTE:**

**The Customer shall be responsible for providing:**

- Access to hydrants or free water source as necessary (including meters)
- All Traffic Control
- All Permits and Permissions which may be necessary (Federal, State, Local, etc.)



## Legislation Details (With Text)

**File #:** AUT 18-004    **Version:** 1    **Name:**  
**Type:** Authorization    **Status:** Agenda Ready  
**File created:** 1/5/2018    **In control:** City Council  
**On agenda:** 1/16/2018    **Final action:**  
**Title:** Consideration of and action on the purchase of bleachers from GT Grandstands via buy board for Girls Softball Renovations Type B project.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Bleacher Quote](#)

Date	Ver.	Action By	Action	Result
1/16/2018	1	City Council		

Consideration of and action on the purchase of bleachers from GT Grandstands via buy board for Girls Softball Renovations Type B project.

Bids were opened and read aloud at 2:00 pm on October 3, 2017 for the Deer Park Girls Softball Renovations. Ten (10) bids were submitted by general contractors. The low bidder is Tandem Services with a base bid of \$2,635,392.45.

On November 7<sup>th</sup> City Council approved the total amount of the construction bids received for each project plus the other associated project costs for the Renovation of the Girls Softball Facilities at the Youth Sports Complex and for the new Deer Park Soccer Complex exceed the amounts allocated for these projects from the dedicated Type B sales tax by \$449,631 and \$107,197, respectively, for a total of \$556,828.

Amount appropriated for the Deer Park Girls Softball Renovations through Type B funds: \$3,000,000

Construction Cost	\$2,635,392.45
Halff Associates Professional Services	\$284,033.00
Musco Sports Lighting	\$426,581.00
USA Shade & Fabric Structures	\$103,624.00
Bleachers	\$79,192.00
<u>Player Benches</u>	<u>\$8,258.04</u>
Total:	\$3,537,080.49

Acceptance of the purchase of bleachers from GT Grandstands via buy board for the Girls Softball

Renovations Type B project in the amount of \$76,842.00.



2810 Sydney Road,  
PLANT CITY, FL, 33566  
Tax Registration No 39-8015285477-7  
www.gtgrandstands.com  
(813) 305-1415 \* (866) 550-5511  
Sales Representative - Angela Glass

Contact Name  
Contact Phone  
  
Est. Ship Date 12/21/2017  
Delivery terms Pre-paid  
Payment terms Net 30 days  
  
Delivery Contact  
Delivery Phone

## Quotation

Page 1 of 1  
Number QTE-00004998-1  
Date 12/21/2017  
Customer PO  
Reference  
Quote valid until 1/20/2018

### Sold to:

City of Deer Park  
610 E. San Augustine  
Deer Park, TX 77536  
USA

### Ship to:

City of Deer Park  
610 E. San Augustine  
Deer Park, TX 77536  
USA

Catalog No	Description	Ship date	Quantity	Retail price	Unit	Discount percent	Net Unit	Amount
PT-0527ADC-A	5 ROW X 27'-0" ALUMINUM FRAME, DOUBLE FOOTBOARD, CHAINLINK - 12" SEATS W/AISLE (MODEL)	12/21/2017	12.00	8,538.00	EA	25.00 %	6,403.500	76,842.00

Local codes and specifications will vary from region to region and will also change over time. It is the Buyers responsibility to check local codes for compliance

Sales Subtotals	Freight	Other Charges	Sales Tax
76,842.00	2,350.00	0.00	0.00

**TOTAL**

**USD**

**\$79,192.00**



## Legislation Details (With Text)

**File #:** ORD 18-008    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 1/6/2018    **In control:** City Council  
**On agenda:** 1/16/2018    **Final action:**  
**Title:** Consideration of and action on an ordinance granting a pipeline franchise to FLST LLC for a sixteen inch (16") Ethane Pipeline. (Second reading)  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Application & payment](#)

[CenterLine Description 16 Inch Pipeline Through City of Deer Park City Limits 121917](#)  
[ROUTE COVER SHEET CITY OF DEER PARK](#)  
[Ord.3951](#)

Date	Ver.	Action By	Action	Result
1/16/2018	1	City Council		

Consideration of and action on an ordinance granting a pipeline franchise to FLST LLC for a sixteen inch (16") Ethane Pipeline. (Second reading)

### Summary:

FLST's application for a pipeline has been reviewed by Engineering Coordinator Fred Beck who has reviewed the valve placement with the Fire Marshal and the proposed route, and finds the application to be sufficient for granting a pipeline.

The process for granting a pipeline franchise requires the reading of the proposed ordinance at three meetings with the final reading being no less than forty-two (42) days after the first reading. The ordinance will be read on the January 2<sup>nd</sup>, January 16<sup>th</sup> with adoption on February 6<sup>th</sup>.

### Fiscal/Budgetary Impact:

None

The application for the pipeline to be granted.





GULLETT &  
ASSOCIATES INC.

**Gullett & Associates, Inc.**  
**P.O. Box 230187**  
**Houston, Texas 77223-0187**  
**(713) 644-3219**

December 7, 2017

City of Deer Park  
City Hall  
710 East San Augustine  
Deer Park, TX 77536  
Attn: Shannon Bennett  
City Secretary

RE: Permit Application for Proposed new construction of a 16" Pipeline for FLST LLC doing business as Lavaca LST Pipeline LLC crossing several City streets within the City Limits of the City of Deer Park.

Dear Ms. Bennett:

Please find enclosed ten sets of Alignment and Detail drawings for the above referenced project. The Alignment drawings show the entire project and the Detail drawings are of streets and roads crossed within the City Limits of Deer Park. The pipeline will be installed within the CenterPoint Energy corridor within the City of Deer Park. Please note that there will be a main line valve located at the beginning of the project at a surface site and is shown on alignment map page number DEER PARK-301. There will also be a main line valve located at a surface site and shown on alignment map page number DEER PARK-307. The main line valves will be fenced and marked for easy identification from the nearest roadway. The pipeline will carry Ethane.

FLST LLC doing business as Lavaca LST Pipeline LLC mailing address is 1300 Main Street, Houston, Texas 77002. The 24-hour Emergency phone number is 1-877-839-7473.

We hereby request acquiring the necessary permission from the City of Deer Park to begin construction of this pipeline project.

Please find enclosed a check in the amount of \$500.00 for the application fee: \$200.00 for the Initial Permit Fee and \$300.00 for the Franchise Fee that will also be due annually.

Thank you in advance for your prompt attention to this matter.  
Should you have any questions please call my office at 713.644.3219.

Sincerely,

A handwritten signature in blue ink that reads "David Turnbo". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

David Turnbo,  
Permit Supervisor  
Land & Right of Way Department  
Gullett and Associates, Inc.  
7135 Office City Drive  
Houston, Tx 77087  
Office: 713:644-3219  
Fax: 713-649-0020  
Cell: 713-252-2151

CITY OF DEER PARK

REC#: 01364797 12/12/2017 9:04 AM  
OPER: AC TERM: 001  
REF#: 007576  
PAID BY:

TRAN: 266.0000 FRANCHISE TAX REVENUE  
LONE STAR NGL LLC  
FRANCHISE TAX REVEN 500.00CR

TENDERED: 500.00 CHECK  
APPLIED: 500.00-

CHANGE: 0.00

**LONE STAR NGL LLC**  
8111 WESTCHESTER DRIVE  
DALLAS, TX 75225



Wells Fargo Bank, N.A.  
Chapel Hill, NC  
800-289-3557  
66-156/531 2079900583287

007577

DATE

January 5, 2018

PAY

Two Thousand five hundred and no/100

DOLLARS

\$

2500. <sup>00</sup>/<sub>xx</sub>TO  
THE  
ORDER  
OF

City of Deer Park  
710 East San Augustine  
Deer Park, Texas 77536

Stacy Cocks

THERMO SECURED  
GAMMA 250

⑈007577⑈ ⑆053101561⑆ 2079900583287⑈

LONE STAR NGL LLC

DETACH AND RETAIN THIS STATEMENT  
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.  
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

007577

DATE	DESCRIPTION	AMOUNT
Jan 5, 2018	Remaining application fee due for 16" Pipeline Permit across City of Deer Park (Phase 1)	\$2,500.00

CITY OF DEER PARK

REC#: 01369285 1/05/2018 3:37 PM  
OPER: AC TERM: 001  
REF#: 7577  
PAID BY:

TRAN: 266.0000 FRANCHISE TAX REVENUE  
LONE STAR NGL  
FRANCHISE TAX REVEN 2,500.00CR

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

CHANGE: 0.00

December 19, 2017

STATE OF TEXAS

COUNTY OF HARRIS

**EXHIBIT "A"**

**CENTERLINE DESCRIPTION FOR PROPOSED 16" PIPELINE  
ACROSS CITY OF DEER PARK**

Centerline description for a proposed 16" pipeline, extending over, through, along and across the CITY OF DEER PARK being situated in the Nicholas Clopper Survey, Abstract 198, the George M. Patrick Survey, Abstract 624, and the William Jones Survey, Abstract 482, in Harris County, Texas, said centerline being more fully described as follows:

Bearings and coordinates are based on the Texas Coordinate System, South Central Zone, NAD 83 (in feet).

**BEGINNING** at a point in the West right-of-way line of Old Underwood Road and within a Centerpoint tower line right-of-way, said "POINT OF BEGINNING" being North 02°53'20" West a distance of 208.28 feet from an iron rod found at the Northeast corner of a called 1.667 acre tract as recorded in Volume 3566 Page 534 of the Harris County Deed Records, said "POINT OF BEGINNING" having coordinates N=13,820,170.46, E=3,210,189.74;

THENCE, within said Centerpoint tower line right-of-way, the following courses:

South 86°56'47" West, a distance of 4,311.47 feet to an angle point;

South 34°00'38" West, a distance of 58.70 feet to an angle point;

South 86°50'21" West, a distance of 137.45 feet to an angle point;

South 03°01'37" East, a distance of 1,884.62 feet to an angle point;

South 02°39'23" East, a distance of 390.75 feet to an angle point;

South 03°09'49" East, a distance of 1,183.81 feet to an angle point;

South 03°27'48" East, a distance of 480.25 feet to an angle point;

South 02°53'18" East, a distance of 1,494.86 feet to an angle point;

South 03°09'49" East, a distance of 910.42 feet to an angle point;

THENCE, along a curve to the right having a radius of 1,600 feet, a delta of 14°37'40", a length of 408.48 feet and a chord which bears S 04°09'01" W, a distance of 407.37 feet to a point;

THENCE, South 11°27'51" West, a distance of 30.28 feet to a point;



THENCE, along a curve to the left having a radius of 1,600 feet, a delta of  $14^{\circ}39'52''$ , a length of 409.51 feet and a chord which bears  $S\ 04^{\circ}07'55''\ W$ , a distance of 408.39 feet to a point;

THENCE, South  $03^{\circ}12'01''$  East, a distance of 2,482.54 feet to a point;

THENCE, South  $04^{\circ}14'49''$  East, a distance of 189.14 feet to a point;

THENCE, South  $03^{\circ}06'16''$  East, at a distance of 369.02 feet to the **POINT OF EXIT** of said CITY OF DEER PARK City Limit in the North right-of-way line of Spencer Highway, said "POINT OF EXIT" being North  $86^{\circ}54'00''$  East a distance of 69.69 feet from an iron rod found at the Southwest corner of a called 11.309 acre tract as recorded in Volume 2554 Page 435 Harris County Deed Records, said "POINT OF EXIT" having coordinates of  $N=13,809,669.77$ ,  $E=3,206,159.52$ .

Total Feet: 14,741.30'

Total Rods: 893.41

Plat attached.



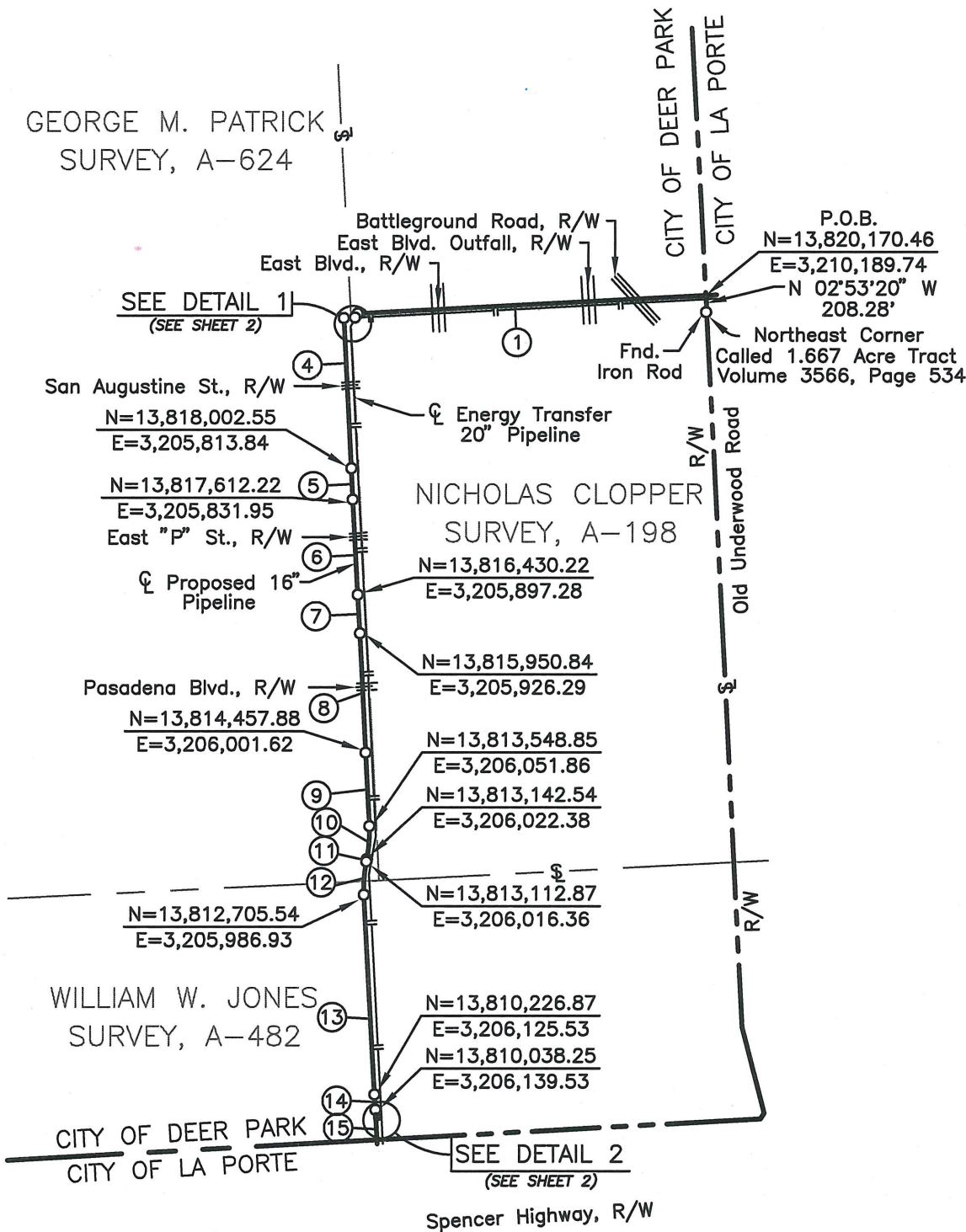
Roger Errasti  
Roger Errasti

12/19/2017  
R.P.L.S. No. 6563

HARRIS COUNTY, TEXAS



GEORGE M. PATRICK  
SURVEY, A-624



I, Roger Errasti, Do Hereby Certify That  
This Plat Reflects a Survey Made On the  
Ground Under my Supervision During  
August, 2017.




*Roger Errasti* 12/19/2017  
Roger Errasti  
Registered Professional Land Surveyor No. 6563

Notes:

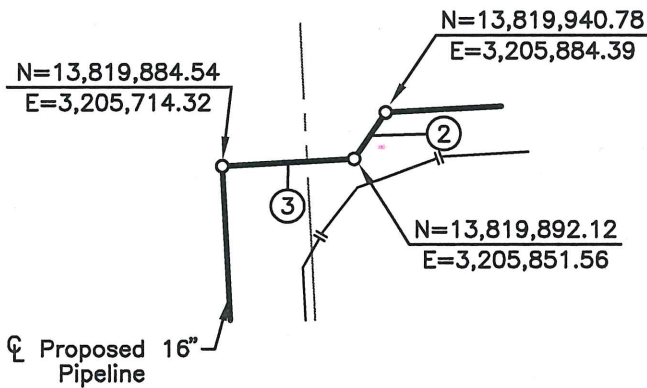
- 1) All Bearings And Coordinates Are Based On The "Texas Coordinate System", South Central Zone, NAD 83 (US Feet).
- 2) Description Attached.

EXHIBIT "B"

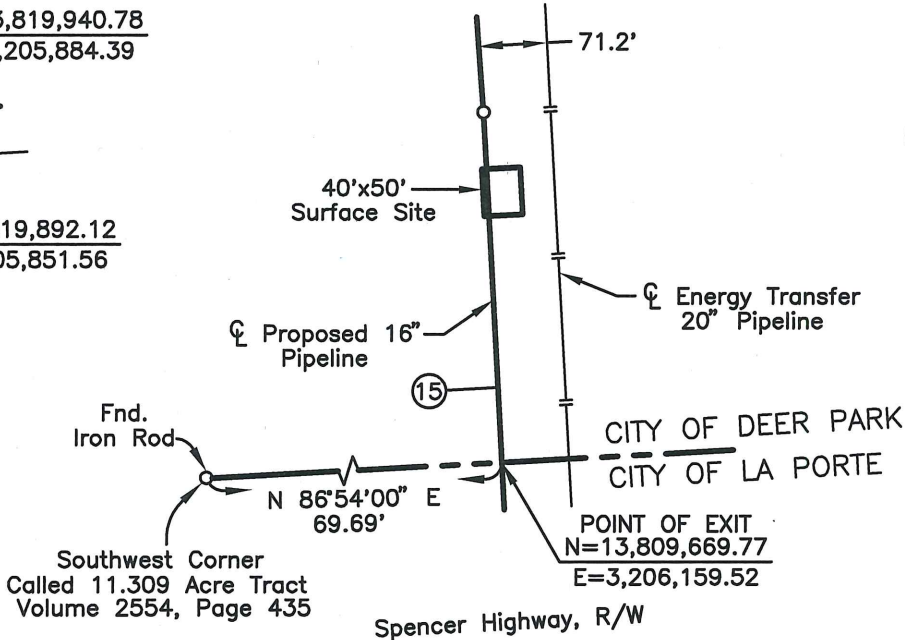
Proposed 16" Pipeline:  
Total Feet: 14,741.30  
Total Rods: 893.41

PIPELINE, STATION, OR ACCOUNT NUMBER		SCALE 1" =2000'		CONST. YR.		FLST LLC Houston, Texas		PROJECT NO. 415000000001		
FILENUMBER CADD FILENAME 4988213_-1			DRAWN EG	DATE 10/17						
REV. NO. — DESCRIPTION		BY	DATE	APP.	 <b>GULLETT &amp; ASSOCIATES, INC.</b> 7135 OFFICE CITY DRIVE HOUSTON, TEXAS 77037 (713) 644-8210 Firm No. TX 100684-00 www.gulonline.com		PROPOSED 16" PIPELINE ACROSS CITY OF DEER PARK HARRIS COUNTY, TEXAS		PREVIOUS DWG. NO. N/A	
									SHT. OF	
									DWG. NO. CA-4988-213	
									SHT. 1 OF 2	

HARRIS COUNTY, TEXAS



DETAIL 1  
Proposed 16" Pipeline  
Scale: 1"=200'



DETAIL 2  
Proposed 16" Pipeline  
Scale: 1"=200'

LINE TABLE		
LINE	BEARING	LENGTH
1	S 86°56'47" W	4,311.47'
2	S 34°00'38" W	58.70'
3	S 86°50'21" W	137.45'
4	S 03°01'37" E	1,884.62'
5	S 02°39'23" E	390.75'
6	S 03°09'49" E	1,183.81'
7	S 03°27'48" E	480.25'
8	S 02°53'18" E	1,494.86'
9	S 03°09'49" E	910.42'
11	S 11°27'51" W	30.28'
13	S 03°12'01" E	2,482.54'
14	S 04°14'49" E	189.14'
15	S 03°06'16" E	369.02'

CURVE TABLE				
LINE	RADIUS	LENGTH	TANGENT	DELTA
10	1,600.00'	408.48'	205.36'	14°37'40"
CH S 04°09'01" W		407.37'		
12	1,600.00'	409.51'	205.88'	14°39'52"
CH S 04°07'55" W		408.39'		

I, Roger Errasti, Do Hereby Certify That  
This Plat Reflects a Survey Made On the  
Ground Under my Supervision During  
August, 2017.





*Roger Errasti* 12/19/2017  
Roger Errasti  
Registered Professional Land Surveyor No. 6563

Notes:

- 1) All Bearings And Coordinates Are Based On The "Texas Coordinate System", South Central Zone, NAD 83 (US Feet).
- 2) Description Attached.

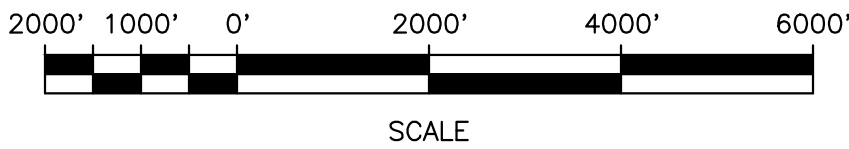
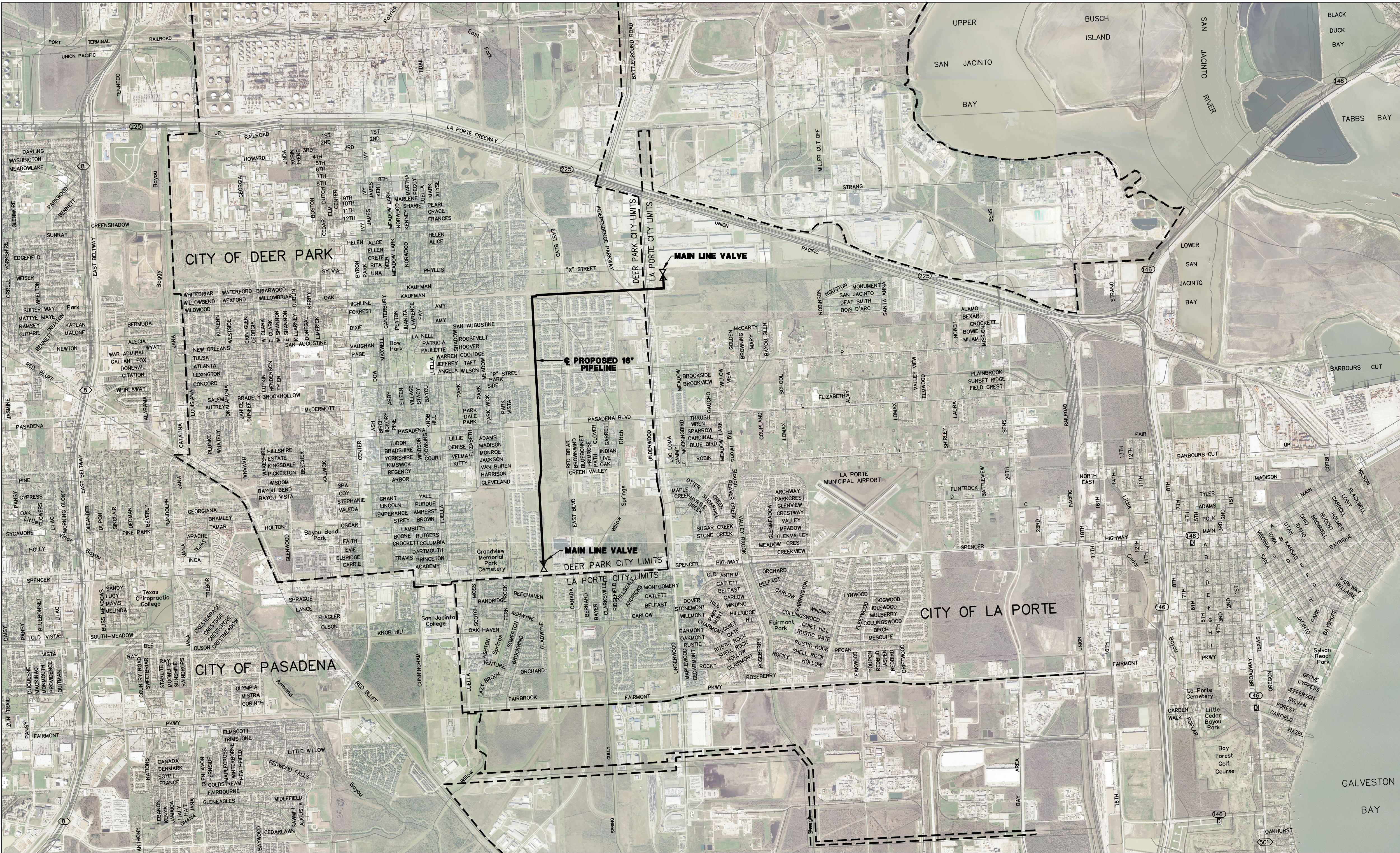
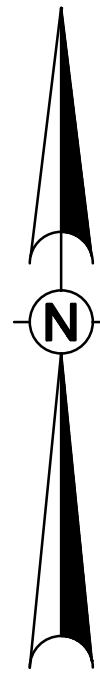
EXHIBIT "B"

Proposed 16" Pipeline:  
Total Feet: 14,741.30'  
Total Rods: 893.41

PIPELINE, STATION, OR ACCOUNT NUMBER		SCALE 1" =2000'		CONST. YR.		FLST LLC Houston, Texas		PROJECT NO. 415000000001		
FILENUMBER CADD FILENAME 4988213_-1			DRAWN eg	DATE 10/17						
REV. NO. -- DESCRIPTION		BY	DATE	APP.	<div><p><b>GULLETT &amp; ASSOCIATES, INC.</b> 7155 OFFICE CITY DRIVE HOUSTON, TEXAS 77067 (713) 644-3219 Firm No. TX 100684-00 www.gulonline.com</p></div>		PROPOSED 16" PIPELINE ACROSS CITY OF DEER PARK HARRIS COUNTY, TEXAS		PREVIOUS DWG. NO. N/A	
				SHT. OF						
							DWG. NO. CA-4988-213			
							SHT. 2 OF 2			
							<div></div>			



PROPOSED 16" PIPELINE  
ACROSS CITY OF DEER PARK



SCALE



GULLETT & ASSOCIATES, INC.  
7135 OFFICE CITY DRIVE HOUSTON, TEXAS 77087  
(713) 644-3219 www.gulononline.com  
Firm No. TX 100884-00

DWG. NO.	REFERENCE DRAWING TITLE	NO.	REVISION - DESCRIPTION	BY	DATE	CHK'D	APP'D	DWG. STATUS	APPROVED						P.L./STA. NO. ACCOUNT NO. CONSTRUCTION YEAR	FLST LLC	PROPOSED 16" PIPELINE ROUTE MAP ACROSS CITY OF DEER PARK HARRIS COUNTY, TEXAS	PROJECT NO. 41500000001 PREVIOUS DWG. NO. N/A SHEET 1 OF 15 COVERDEERPARK
									BY	DATE	BY	DATE	BY	DATE				
		2	REVISED PER COMMENT	MS	12/17			PREL.Y							DESIGN	BY	DATE	
		1	ADDED AERIAL TO DRAWING	MS	12/17			BID							DRAWN	MS	09/17	
								CONSTR.							ASBUILT			
								CADD							FILE NO.			
															SCALE: 1" = 2,000'			



AN ORDINANCE GRANTING FLST LLC D/B/A LAVACA LST PIPELINE LLC, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, OPERATE AND MAINTAIN ITS PROPOSED 16-INCH PIPELINE, WHICH WILL BE INSTALLED IN THE CENTERPOINT ENERGY CORRIDOR AND CROSSES, SPENCER HIGHWAY, PASADENA BOULEVARD, SAN AUGUSTINE, EAST BOULEVARD, SOUTH BATTLEGROUND ROAD AND OLD UNDERWOOD ROAD, IN THE CITY OF DEER PARK, HARRIS COUNTY, TEXAS, FOR THE PURPOSE OF TRANSPORTING ETHANE; PROVIDING FOR A FEE; PROVIDING AN INDEMNITY CLAUSE; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; RESERVING ALL POWERS OF REGULATION; PROVIDING FOR ACCEPTANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY BY FINE OF UP TO \$2,000.00 FOR EACH DAY'S VIOLATION.

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

**Section 1.** Subject to compliance with the terms, conditions and provisions of this Ordinance the City of Deer Park, Texas, herein called "Grantor", does hereby grant unto **FLST LLC D/B/A LAVACA LST PIPELINE LLC**, its successors and assigns, herein called "Grantee", the right, privilege and franchise to construct, install, extend, remove, replace, abandon, operate in, under, across and along any and all of the present and future streets, as described in Grantee's proposal, heretofore filed with the City Secretary, a sixteen inch (16") diameter steel pipeline for the purpose of transporting ethane.

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

delegated, which regulation and control shall include, but not by way of limitation, the right to require, in the relocation of Grantee's facilities, exclusive of facilities installed for service exclusively to the Grantor, at Grantee's cost within the present, proposed or future proposed streets, both public and private, and places whenever such shall be reasonably necessary on account of the installation, relocation, change removal or addition of Grantor's water, sanitary sewer or storm sewer line or appurtenances or the widening, paving, repaving, change of grade, relocation or other construction by Grantor within such present, proposed or future proposed public or private streets, places or ways. The surface of any public road, highway, streets, lanes, alleys or other public place disturbed by Grantee in erecting, constructing, maintaining, operating, using, extending, removing, replacing or repairing its pipelines shall be restored immediately after the completion of the work to as good a condition as before the commencement of the work and maintained to the satisfaction of the Grantor, or of any official of Grantor to whom such duties have been or may be duly delegated, for one year from the date the surface of said public road, highway, street, lane, alley or other public place is broken for such construction, maintenance or removal work. Grantee shall, as soon as reasonably possible, notify City's Fire and Police Departments of the commencement of any of the aforesaid work giving its location and extent. No public road, highway, street, lane, alley or other public place shall be encumbered by construction, maintenance or removal work by Grantee for a longer period than shall be necessary to execute such work.

**Section 3.** Grantee agrees to pay an initial fee of Two Thousand Five Hundred Dollars (\$2,500.00) for this franchise and an annual fee thereafter in the sum of Five Hundred Dollars (\$500.00), payable annually in advance, on or before the anniversary date of the final passage of this Ordinance. If the franchise permit is transferred there will be a fee of Three Hundred Dollars (\$300.00).

**Section 4.** Grantee agrees by accepting the franchise, to save the City of Deer Park harmless from all liability for injury or damage to any person or persons, or property, caused by the construction, maintenance, operation, repair or removal of any part or all of such pipeline, and to pay to the City of Deer

Park all damages caused to the City by reason of any such matters, including, without limitation thereby, the cost of repaving any cut in any pavement with materials approved by the City Manager and of repairing all excavations made by the Grantee in any street, alley, or public place. Additionally, Grantee agrees to list the City of Deer Park as an additional insured on any liability insurance policies which cover Grantee's pipeline operations within the City.

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

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

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

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

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

"To the City of Deer Park:

"The Grantee, for itself, its successors and assigns, hereby accepts the above and foregoing Ordinance and agrees to be bound by all of its terms and provisions."

**FLST LLC D/B/A LAVACA LST PIPELINE LLC**

By: \_\_\_\_\_

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2018."

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


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

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

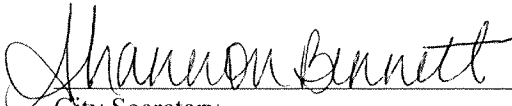
**Section 12.** It is officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

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

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed and approved** on the first reading on this the 2 day of January, 2018 by a vote of 5 "Ayes" and 0 "Noes".

  
\_\_\_\_\_  
MAYOR, City of Deer Park, Texas

ATTEST:

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

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed and approved** on the second reading on this the \_\_\_\_ day of \_\_\_\_\_, 2018 by a vote of \_\_\_\_\_ "Ayes" and \_\_\_\_\_ "Noes".

\_\_\_\_\_  
MAYOR, City of Deer Park, Texas

ATTEST:

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

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on the third and final reading on this the \_\_\_\_ day of \_\_\_\_\_, 2018 **by a vote of** **“Ayes”** **and** **“Noes”**.

\_\_\_\_\_  
**MAYOR**, City of Deer Park, Texas

**ATTEST:**

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

**APPROVED:**

\_\_\_\_\_  
City Attorney



## Legislation Details (With Text)

**File #:** APT 18-001    **Version:** 1    **Name:**  
**Type:** Appointment    **Status:** Agenda Ready  
**File created:** 1/9/2018    **In control:** City Council  
**On agenda:** 1/16/2018    **Final action:**  
**Title:** Consideration of and action on an ordinance appointing a member to the CCPD Board of Directors.  
**Sponsors:** Ron Martin  
**Indexes:**  
**Code sections:**  
**Attachments:** [CCPD - Board Member Appointment 2018](#)

Date	Ver.	Action By	Action	Result
1/16/2018	1	City Council		

Consideration of and action on an ordinance appointing a member to the CCPD Board of Directors.

### Summary:

Former CCPD Board of Directors member Shannon Burke recently moved from Deer Park, thus leaving a vacancy with this office. This vacancy is to be filled by the appointee of Councilman Ron Martin. Councilman Martin recommends Mr. Smokey Mather be appointed for the remainder of the term of office which expires on August 31, 2018.

### Fiscal/Budgetary Impact:

N/A

Approve the ordinance making the appointments.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPOINTING A BOARD MEMBER OF THE CRIME CONTROL AND PREVENTION DISTRICT OF THE CITY OF DEER PARK, TEXAS; AND DECLARING AN EMERGENCY.**

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

1. That **Smokey Mather**, appointed by Councilmember Martin, be hereby appointed and confirmed effective immediately as a member of the Crime Control and Prevention District of the City of Deer Park, Texas, fulfilling the unexpired term of former member Shannon Burke for a term which expires August 31, 2018.

2. That the aforesaid appointments serve at the pleasure of the governing body of the City of Deer Park, Texas pursuant to Section 363.1015 of Chapter 363 of the Texas Local Government Code.

3. 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, Government Code of the State of Texas.

4 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 board members of the Crime Control and Prevention District be appointed immediately so that the Crime Control and Prevention District of the City of Deer Park can proceed without interruption and assure to the public the continuance of the administration of said district, thereby creating an emergency, for which the Charter requirements 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 \_\_\_\_\_, 2018 by a vote of \_\_\_\_\_ “Ayes” and \_\_\_\_\_ “Noes”.

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**MAYOR**, City of Deer Park

**ATTEST:**

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City Secretary

**APPROVED:**

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City Attorney



## Legislation Details (With Text)

**File #:** AMD 18-001    **Version:** 1    **Name:**  
**Type:** Amendment    **Status:** Agenda Ready  
**File created:** 1/5/2018    **In control:** City Council  
**On agenda:** 1/16/2018    **Final action:**  
**Title:** Consideration of and action on amending ordinance section 66-173. Schedule A: "Stop" signs.  
**Sponsors:** Greg Grigg, Police  
**Indexes:**  
**Code sections:**  
**Attachments:** [Amend 66-173-Sched A-16 Stop Signs-04-2017](#)  
[Deer Park Intersections \(003\)](#)

Date	Ver.	Action By	Action	Result
1/16/2018	1	City Council		

Consideration of and action on amending ordinance section 66-173. Schedule A: "Stop" signs.

### Summary:

Over the years, the current ordinance has become a patchwork of different writing styles and formatting. In late 2016 a committee was put together to address those issues and create some standardization throughout the sections in ordinance Chapter 66. This section is the first of several being submitted to accomplish that goal.

### Fiscal/Budgetary Impact:

No fiscal impact

Approve the ordinance amending ordinance 66-173, Schedule A/Stop Signs.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 66-173, SCHEDULE A, OF THE CODE OF ORDINANCES OF THE CITY OF DEER PARK, TEXAS, PROVIDING FOR AMENDED TRAFFIC REGULATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.**

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

**1.** The City Council of the City of Deer Park, Texas hereby finds again and now as set forth in Section 66-173 of the Code of Ordinances of said City, adopted October 18, 2016.

**2.** That there be added to the end of Section 66-173, Schedule A, of the Code of Ordinances of the City of Deer Park the following locations for official traffic control devices bearing the words **“STOP”, APPLICABLE** to the portion of the streets located at the locations listed on Exhibit “A” attached hereto.

**3.** 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.

**4.** 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.

**5.** 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.

6. 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 the above regulations be immediately put into effect to orderly regulate and guide traffic movement for the protection of persons and property, 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

Sec. 66-173.- Schedule A: “Stop” signs.

Pursuant to section 66-23(a), “Stop” signs shall be installed according to the following schedule:

- (1) To be installed on the southwest corner of the following intersections, facing west:

West First Street and Center Street  
East First Street and Ivy Avenue  
West Second Street and Center Street  
East Second Street and Ivy Avenue  
West Third Street and Center Street  
East Third Street and Ivy Avenue  
East Fourth Street and Ivy Avenue  
West Fifth Street and Center Street  
East Fifth Street and Ivy Avenue  
West Sixth Street and Center Street  
East Sixth Street and Ivy Avenue  
West Seventh Street and Center Street  
East Sixth Street and Ivy Avenue  
West Seventh Street and Center Street  
East Eighth Street and Luella Avenue  
West Ninth Street and Center Street  
West Ninth Street and Dutch Street  
West Ninth Street and Elm Street  
East Tenth Street and Ivy Avenue  
West Twelfth Street and Center Street  
West Twelfth Street and Dutch Street  
West Twelfth Street and Elm Street  
East Twelfth Street and Ivy Avenue  
East Thirteenth Street and Luella Avenue  
East Thirteenth Street and Underwood Road  
Aaron Street and Penny Lane  
Academy Lane and College Park Drive  
Adams Drive and Filmore Lane  
Albany Street and Tyler Lane  
Alexandra Lane and Ashley Lane  
Alice Lane and Deer Avenue  
Aljean Lane and Center Street  
Amherst Lane and College Park Drive  
Angela Street and Parkglen Street  
Apple Springs Drive and Crestmont Drive  
Arbor Drive and Luella Avenue  
Atlanta Street and Georgia Avenue

Atlanta Street and Oklahoma Avenue  
Autrey Drive and Oklahoma Avenue  
Bayou Street and Luella Avenue  
Bayou Bend Drive and Bayou Vista Drive  
Bayou Bend Drive and Glenwood Avenue  
Bayou Vista Drive and Glenwood Avenue  
Big Bend Lane and East Reata Drive  
Bradshire Court and Windsor Drive  
Briarwood Court and Eastwind Drive  
Brookhaven Court and Texas Avenue  
Brookhollow Drive and Texas Avenue  
Brookhollow Drive and Georgia Avenue  
Brookmeade Drive and Georgia Avenue  
Brown Lane and College Park Drive  
Carrie Lane and Center Street  
Carrie Lane and Durant Avenue  
Catalina Avenue and Kingsdale Drive (facing northwest)  
Cherokee Street and Navajo Drive  
Columbia Lane and College Park Drive  
Concord Street and Oklahoma Avenue  
Coolidge Drive and Park Meadows Avenue  
Coy Drive and Center Street  
Crete Drive and Deer Avenue  
Dane Lane and Ashley Lane  
Dartmouth Lane and College Park Drive  
Doris Street and Luella Avenue  
Doris Street and Phyllis Street  
East Lambuth Lane and Luella Avenue  
East X Street and Underwood Road  
Elbridge Lane and Center Street  
Ellen Drive and Deer Avenue  
Estate Drive and Beecher Drive  
Estate Drive and Center Street  
Estate Drive and Havana Drive  
Estate Drive and Kalwick Drive  
Estate Drive and Wakeshire Boulevard  
Evie Lane and Center Street  
Faith Lane and Center Street  
West Forest Lane and Center Street  
Frances Street and Luella Avenue  
Gallagher Lane and St. Patrick Lane  
Galway Drive and Tipperary Drive

Garden Park Drive and Asbury Lane  
Grace Street and Luella Avenue  
Grapewood Lane and Brownwind Trail  
Harrison Drive and Filmore Lane  
Helen Drive and Deer Avenue  
West Helgra Street and Center Street  
Hillshire Drive and Beecher Drive  
Hillshire Drive and Center Street  
Hillshire Drive and Havana Drive  
Hillshire Drive and Kalwick Drive  
Hillshire Drive and Wakeshire Boulevard  
Holton Avenue and Glenwood Avenue  
Hoover Drive and Park Meadows Avenue  
Jackson Drive and Filmore Lane  
Jeffrey Street and Parkglen Street  
Joshua Tree Lane and East Reata Drive  
Julie Lane and South Yellowstone Drive  
Kilgarlin Lane and St. Patrick Lane  
Kimswick Court and Windsor Drive  
Kingsdale Drive and Beecher Drive  
Kingsdale Drive and Center Street  
Kingsdale Drive and Havana Drive  
Kingsdale Drive and Kalwick Drive  
Kingsdale Drive and Wakeshire Boulevard  
Kingston Court and Windsor Drive  
Knob Hill Street and Luella Avenue  
East Lambuth Lane and Jefferson Avenue  
Lexington Street and Oklahoma Avenue  
Lightnin' Lane and Dave Alvin Drive  
Lillie Street and Elizabeth Street  
Lincoln Street and East Temperance Lane  
Linda Street and Robin Street  
Lisa Lane and Leslie Lane  
Live Oak Trail and Moss Lane  
Lufkin Lane and Henderson Lane  
Madison Drive and Filmore Lane  
McDermott Street and Pasadena Boulevard (sign is facing east)  
McDonald Street and Georgia Avenue  
McGonigel Lane and Sundance Drive  
Meadow Brook Drive and East Meadow Drive  
Meadow Brook Drive and Meadow Way Drive  
Minchen Drive and Luella Avenue



Monroe Drive and Filmore Lane  
New Orleans Street and Oklahoma Avenue  
North Amy Drive and Luella Avenue  
North Kaufman Drive and Luella Avenue  
North Park Side Drive and Park Meadows Avenue  
North Parktown Drive and East Parktown Drive  
North Yellowstone Drive and East Reata Drive  
Oscar Lane and Center Street  
Oscar Lane and Durant Avenue  
East P Street and Luella Avenue  
Palm Terrace Boulevard and Park Avenue  
Park Link Drive and Park Meadows Avenue  
Pebble Brook Drive and Augusta Drive  
Penny Lane and Rolling Stone Lane  
Phyllis Street and Luella Avenue  
Pickerton Drive and Beecher Drive  
Pickerton Drive and Center Street  
Pickerton Drive and Havana Drive  
Pickerton Drive and Kalwick Drive  
Pickerton Drive and Wakeshire Boulevard  
Pine Brook Drive and Piney Point Drive  
Princeton Lane and College Park Drive  
Prine Lane and Penny Lane  
Purdue Lane and College Park Drive  
Railroad Avenue and Center Street  
Railroad Avenue and State Highway 225 westbound frontage road  
Red River Trail and Santa Fe Trail  
Regency Drive and Luella Avenue  
Reta Drive and Deer Avenue  
Rolling Stone Drive and Penny Lane  
Roosevelt Drive and Park Meadows Avenue  
Running Springs Drive and Crestmont Drive  
Rutgers Lane and College Park Drive  
Salem Drive and Oklahoma Avenue  
Seguine Drive and Comal Drive  
Sharie Street and Luella Avenue  
South Kaufman Drive and Luella Avenue  
South Meadow Drive and East Meadow Drive  
South Park Way Drive and Park Meadows Avenue  
South Yellowstone Drive and East Reata Drive  
Spa Drive and Center Street  
Stephanie Drive and Center Street

Sylvia Street and Center Street  
Taft Drive and Park Meadows Avenue  
Taos Trail and Santa Fe Trail  
Taylor Lane and Maxwell Lane  
West Temperance Lane and Center Street  
Tudor Court and Windsor Drive  
Tulsa Street and Georgia Avenue  
Tulsa Street and Oklahoma Avenue  
Valeda Drive and Center Street  
Van Buren Drive and Filmore Lane  
West Vaughn Lane and Center Street  
Washington Drive and Filmore Lane  
West Highline Drive and Center Street  
West Oak Street and Center Street  
Westwind Drive and Wildwood Drive  
Wexford Drive and Northglen Drive  
Wicklow Drive and Kerry Drive  
Wildwood Drive and Georgia Avenue  
Wildwood Drive and Westside Drive  
Willowbriar Lane and Eastwind Drive  
Wilson Drive and Park Meadows Avenue  
Wisdom Drive and Center Street  
Wisdom Drive and Glenwood Avenue  
Wisdom Drive and Kalwick Drive  
Woody Guthrie Lane and Sundance Drive  
Yale Lane and Luella Avenue  
Yorkshire Court and Windsor Drive  
Zeppelin Lane and Sundance Drive

(2) To be installed on the southeast corner of the following intersections, facing south:

Aaron Street and Heritage Elementary Driveway  
Abby Lane and East P Street  
Alta Lane and Aaron Street  
Alyse Street and Eighth Street  
Asbury Lane and East Thirteenth Street  
Ashley Lane and Aaron Street  
Augusta Drive and East P Street  
Avon Street and West Fifth Street  
Aztec Drive and Cherokee Street  
Baron Lane and Arbor Drive  
Bayou Street and East P Street  
Beecher Drive and Estate Drive  
Beecher Drive and Hillshire Drive

Beecher Drive and Kingsdale Drive  
Bluebonnet Trail and Green Valley Drive  
Bluebonnet Trail and Willow Trail  
Boston Avenue and West Twelfth Street  
Boston Avenue and West Eighth Street  
Boston Avenue and West Ninth Street  
Brookdale Lane and Brookhollow Drive  
Brookhurst Lane and Brookhollow Drive  
Brookwood Lane and Brookhollow Drive  
Byron Avenue and Palm Terrace Boulevard  
Carpenter Elementary Road and Pasadena Boulevard  
Catalina Avenue and Kingsdale Drive (facing southwest)  
Cedar Street and West Twelfth Street  
Cedar Street and West Eighth Street  
Cedar Street and West Ninth Street  
Chandler Lane and West Pasadena Boulevard  
Cile Lane and Carrie Lane  
Clover Lane and East Pasadena Boulevard  
College Park Drive and East Lambuth Lane  
College Park Drive and Yale Lane  
Commanche Street and East X Street  
Cork Lane and Arbor Drive  
Dahlia Lane and Arbor Drive  
Deer Avenue and East Thirteenth Street  
Deertrail Street and East X Street  
Deer Valley Drive and East X Street  
Deerwood Drive and East P Street  
Deerwood Drive and East San Augustine Street  
Deerwood Drive and Camdon Drive  
Deerwood Drive and Canyon Lake Drive  
Deerwood Drive and Kingwood Drive  
Deerwood Drive and Stoney Brook Drive  
Deerwood Drive and Tallowwood Drive  
Dover Street and East Court Street  
Dow Circle and East P Street  
Downing Circle and East Pasadena Boulevard  
Dunn Circle and East San Augustine Street  
Dutch Street and West Twelfth Street  
Dutch Street and West Eighth Street  
Dutch Street and West Ninth Street  
Durant Avenue and Coy Drive  
Durant Avenue and Oscar Lane

East Lawther Lane and East San Augustine Street  
East Reata Drive and East San Augustine Street  
Eastwind Drive and West X Street  
Eileen Street and East P Street  
Elizabeth Street and East Pasadena Boulevard  
Elm Street and West Twelfth Street  
Elm Street and West Eighth Street  
Elm Street and West Ninth Street  
Ember Lane and Arbor Drive  
Filmore Lane and East Pasadena Boulevard  
Fleet Lane and Arbor Drive  
Frio Drive and East San Augustine Street  
Garrett Boulevard and East Pasadena Boulevard  
Glacier Lane and Arbor Drive  
Glenwood Avenue and Wisdom Drive  
Graceland Drive and Dave Alvin Drive  
Greenwood Place and West Pasadena Boulevard  
Grove Avenue and East Eighth Street  
Harvard Avenue and East Eighth Street  
Havana Drive and Estate Drive  
Havana Drive and Hillshire Drive  
Havana Drive and Kingsdale Drive  
Hastings Lane and Arbor Drive  
Henderson Lane and Asbury Street  
Henderson Lane and West San Augustine Street  
Iris Lane and Arbor Drive  
Ivy Avenue and East Eighth Street  
Ivy Avenue and East Ninth Street  
Ivy Avenue and East Second Street  
James Street and East Eighth Street  
James Street and East Ninth Street  
Jana and Catalina Avenue (facing southwest)  
Jefferson Avenue and Grant Street  
Jefferson Avenue and East Lambuth Lane  
Jefferson Avenue and Lincoln Street  
Jefferson Avenue and East Temperance Lane  
Justin Lane and Arbor Drive  
Kalwick Drive and Estate Drive  
Kalwick Drive and Hillshire Drive  
Kalwick Drive and Kingsdale Drive  
Kalwick Drive and Pickerton Drive  
Kelvin Lane and Arbor Drive

Kenny Street and Sharie Street  
Kentucky Avenue and East Eighth Street  
Kerry Drive and West X Street  
Lisa Lane and Leslie Lane  
Louisiana Avenue and West San Augustine Street  
Luella Avenue and East P Street  
Luella Avenue and East Eighth Street  
Luella Avenue and East Lambuth Lane  
Luella Avenue and East San Augustine Street  
Luella Avenue and East X Street  
Lufkin Lane and Albany Street  
Mark Street and East Eighth Street  
Marie Lane and Carrie Lane  
Martha Street and East Eighth Street  
Maxwell Lane and East San Augustine Street  
Meadow Way Drive and Meadow Brook Drive  
Meadowlark Street and East Thirteenth Street  
Meadowlark Street and East X Street  
Minchen Drive and East Thirteenth Street  
Navajo Drive and East X Street  
Nedith Lane and Lillie Street  
North Parktown Drive and West Pasadena Boulevard (facing southwest)  
Norwood Street and East Thirteenth Street  
Norwood Street and East Eighth Street  
Oklahoma Avenue and West San Augustine Street  
Oklahoma Avenue and Tulsa Street  
Park Avenue and Helen Drive  
Park Haven Lane and North Park Way Drive  
Park Meadows Avenue and Ed Watson Drive  
Park Wick Lane and North Park Way Drive  
Peggy Street and East Eighth Street  
Piney Point Drive and East P Street  
Plunkett Drive and West Pasadena Boulevard  
Polk Lane and East Pasadena Boulevard  
Prine Lane and Aaron Street  
Regency Drive and East Pasadena Boulevard  
Robin Street and Irene Street  
Robin Street and Railroad Avenue  
Sabine Court and Sabine Drive (East and West intersection)  
Saltgrass Trail and East P Street  
San Marcos Drive and Horseshoe Bend  
Seaco Avenue and West Eighth Street

Shiprock Drive and East San Augustine Street  
Southern Trail and East X Street  
Stacy Lane and East P Street  
Sundance Drive and East Pasadena Boulevard  
Sundance Drive and Rolling Stone Drive  
Tipperary Drive and Wicklow Drive  
Village Lane and East P Street  
Wake Forest Drive and East San Augustine Street  
Wakeshire Boulevard and Estate Drive  
Wakeshire Boulevard and Hillshire Drive  
Wakeshire Boulevard and Kingsdale Drive  
Wayside Court and Woodcrest Drive  
Wesley Lane and East Thirteenth Street  
West Helgra Street and West Thirteenth Street  
Westside Drive and Wildwood Drive  
Whatley Drive and West Pasadena Boulevard  
Wilcrest Plaza and West San Augustine Street (west end), (east end)  
Wilshire Court and Woodcrest Drive  
Windsor Drive and East Pasadena Boulevard  
Wynfield Drive and East Thirteenth Street  
Wynfield Drive and Wyndale Drive  
Wynforest Drive and Wynforest Drive

(3) To be installed in the northeast corner of the following intersections, facing east:

East First Street and Center Street  
East First Street and Ivy Avenue  
East Second Street and Center Street  
East Second Street and Ivy Avenue  
East Third Street and Center Street  
West Third Street and Irene Street  
West Fourth Street and Irene Street  
East Fifth Street and Center Street  
West Sixth Street and Avon Street  
East Sixth Street and Center Street  
West Seventh Street and Avon Street  
West Eighth Street and Georgia Avenue  
West Ninth Street and Boston Avenue  
East Ninth Street and Center Street  
West Ninth Street and Dutch Street  
West Ninth Street and Elm Street  
East Tenth Street and Center Street  
East Eleventh Street and Center Street  
West Twelfth Street and Boston Avenue

West Twelfth Street and Center Street  
West Twelfth Street and Dutch Street  
West Twelfth Street and Elm Street  
East Thirteenth Street and Luella Avenue  
Aaron Street and Penny Lane  
Aaron Street and Sundance Drive  
Albany Street and Georgia Avenue  
Alice Lane and Luella Avenue  
Alice Lane and Park Avenue  
Arbor Drive and Center Street  
Artesia Drive and White Sands Drive  
Atlanta Street and Oklahoma Avenue  
Barbara Court and Wynfield Drive  
Bayou Bend Drive and Glenwood Avenue  
Bayou Bend Drive and Red Bluff Road  
Bayou Bend Drive and Wisdom Drive  
Bayou Vista Drive and Glebwood Avenue  
Boone Court and Jefferson Avenue  
Bradshire Court and Windsor Drive  
Brookhollow Drive and Georgia Avenue  
Carolyn Street and Luella Avenue  
Carrie Lane and Durant Avenue  
Catalina Avenue and Kingsdale Drive (facing southeast)  
Center Court and Center Street  
Chisholm Trail and Salt Grass Trail  
Cloudcroft Drive and White Sands Drive  
Concord Street and Oklahoma Avenue  
Coolidge Drive and Park Shadow Lane  
Coy Drive and Kalwick Drive  
Crete Drive and Park Avenue  
Denise Street and Luella Avenue  
Dixie Drive and Center Street  
Doris Street and Luella Avenue  
Dylan Lane and Sundance Drive  
East Amherst Lane and Luella Avenue  
East Brown Lane and Luella Avenue  
East Columbia Lane and Luella Avenue  
East Dartmouth Lane and Luella Avenue  
East Eighth Street and Luella Avenue  
East Forrest Lane and Center Street  
East Highline Drive and Center Street  
East Lambuth Lane and Jefferson Avenue

East Lambuth Lane and Luella Avenue  
East Oak Street and Center Street  
East P Street and Luella Avenue  
East Purdue Lane and Luella Avenue  
East Princeton Lane and Luella Avenue  
East Rutgers Lane and Luella Avenue  
East Temperance Lane and Center Street  
East Vaughn Lane and Center Street  
East X Street and Luella Avenue  
Elbridge Lane and Durant Avenue  
Ellen Drive and Luella Avenue  
Ellen Drive and Park Avenue  
Estate Drive and Beecher Drive  
Estate Drive and Havana Drive  
Estate Drive and Kalwick Drive  
Estate Drive and Wakeshire Drive  
Evie Lane and Durant Avenue  
Faith Lane and Durant Avenue  
Frances Street and Luella Avenue  
Garden Circle and Asbury Lane  
Garden Park Drive and Asbury Lane  
Garden Walk and Asbury Lane  
Garrett Boulevard and Clover Lane  
Goodnight Trail and Salt Grass Trail  
Grace Street and Luella Avenue  
Harrison Drive and Polk Lane  
Helen Drive and Luella Avenue  
Hillshire Drive and Beecher Drive  
Hillshire Drive and Havana Drive  
Hillshire Drive and Kalwick Drive  
Hillshire Drive and Wakeshire Boulevard  
Holton Avenue and Red Bluff Road  
Hoover Drive and Park Shadow Lane  
Howard Avenue and Georgia Avenue  
Indian Trail and Clover Lane  
Jackson Drive and Polk Lane  
Jeffrey Street and Luella Avenue  
Julie Lane and Park Meadows Avenue  
Juniper Lane and Alta Lane  
Kathleen Court and Wynfield Drive  
Kimswick Court and Regency Drive  
Kimswick Court and Beecher Drive



Kingsdale Drive and Beecher Drive  
Kingsdale Drive and Havana Drive  
Kingsdale Drive and Kalwick Drive  
Kingsdale Drive and Wakeshire Drive  
Kingston Court and Regency Drive  
Kiowa Court and Pawnee Drive  
Las Cruces and Shiprock Drive  
Leslie Lane and Lisa Lane  
Lincoln Street and West Grant Street  
Lightnin' Drive and Graceland Drive  
Live Oak Trail and Clover Lane  
Los Alamos Circle and Graceland Drive  
Lovely Lane and Wesley Lane  
Madison Drive and Polk Lane  
Magnolia Lane and Southern Trail  
Marlene Street and Norwood Street  
Marlene Street and Georgia Avenue  
McGonigel Lane and White Wing Lane  
Meadow Brook Drive and Meadow Way Drive  
Meredith Court and Wynfield Drive  
Mesa Verde Drive and East Reata Drive  
Monroe Drive and Polk Lane  
Mossey Creek Drive and Shadow Creek Drive  
New Orleans Street and Oklahoma Avenue  
North Carlsbad Lane and East Reata Drive  
North Crockett Street and Jefferson Avenue  
North Everglades Drive and East Reata Drive  
North Kaufman Drive and Luella Avenue  
North Park Ridge Drive and Park Shadow Lane  
North Park Side Drive and Park Meadows Avenue  
North Park Side Drive and Park Shadow Lane  
North Park Way Drive and Park Meadows Avenue  
North Prairie Lane and Sundance Drive  
North Travis Street and Jefferson Avenue  
Oscar Lane and Durant Avenue  
Page Street and Center Street  
Palm Terrace Boulevard and Center Street  
Park Dale Drive and Park Shadow Lane  
Park Link Drive and Park Shadow Lane  
Pearl Street and Luella Avenue  
Pebble Brook Drive and Piney Point Drive  
Phyllis Street and Luella Avenue

Pickerton Drive and Beecher Drive  
Pickerton Drive and Havana Drive  
Pickerton Drive and Kalwick Drive  
Pickerton Drive and Wakeshire Boulevard  
Pine Brook Court and Pine Brook Drive (north and south intersection)  
Pine Brook Court and Piney Point Drive  
Railroad Avenue and State Highway 225 eastbound frontage road  
Ranier Drive and Park Meadows Avenue  
Reta Drive and Park Avenue  
Roosevelt Drive and Park Shadow Lane  
Ruidoso Circle and Shiprock Drive  
Seaco Court and Seaco Avenue  
Sharie Street and Norwood Street  
South Carlsbad Lane and East Reata Drive  
South Crockett Street and Jefferson Avenue  
South Everglades Drive and East Reata Drive  
South Kaufman Drive and Luella Avenue  
South Park Ridge Drive and Park Shadow Lane  
South Park Side Drive and Park Meadows Avenue  
South Park Way Drive and Park Meadows Avenue  
South Prairie Lane and Sundance Drive  
South Prairie Lane and White Wing Lane  
South Travis Street and Jefferson Avenue  
Spa Drive and Kalwick Drive  
Stephanie Drive and Durant Avenue  
Strey Court and Jefferson Avenue  
Taft Drive and Park Shadow Lane  
Taos Trail and Santa Fe Trail  
Tonkawa Drive and Shoshoni Drive  
Tudor Court and Regency Drive  
Tulsa Street and New Orleans Street  
Tulsa Street and Oklahoma Avenue  
Tyler Lane and Henderson Lane  
Una Drive and Park Avenue  
Valeda Drive and Durant Avenue  
Van Buren Drive and Polk Lane  
Warren Street and Luella Avenue  
Washington Drive and Polk Lane  
West Eighth Street and Georgia Avenue  
West Lambuth Lane and Durant Avenue  
West Oak Street and Kerry Drive  
West Temperance Lane and Durant Avenue

West X Street and Georgia Avenue  
Wexford Drive and Westwind Drive  
Wildwood Drive and Westside Drive  
Wildwood Drive and Georgia Avenue  
Willowbriar Lane and Georgia Avenue  
Wilson Drive and Park Shadows Lane  
Wisdom Drive and Kalwick Drive  
Wisdom Drive and Glenwood Avenue  
Woodlands Drive and Longwood Drive  
Wynchase Drive and Wynfield Drive  
Wyndale Drive and Wynfield Drive  
Wynforest Drive and Wynforest Drive  
Wynridge Drive and Wynfield Drive  
Wynwood Drive and Wynfield Drive  
Yorkshire Court and Regency Drive  
Z and Z Lane and Oklahoma Avenue

(4) To be installed on the northwest corner of the following intersection, facing north:

Academy Lane and Spencer Highway  
Alta Lane and Solitude Lane  
Alyse Street and East Eighth Street  
Amber Circle and McDermott Street  
Asbury Lane and Asbury Lane  
Asbury Lane and Asbury Lane  
Asbury Lane and East X Street  
Ash Lane and East Pasadena Boulevard  
Aztec Drive and Seminole Street  
Beecher Drive and Estate Drive  
Beecher Drive and Kingsdale Drive  
Beecher Drive and Pickerton Drive  
Birch Lane and East Pasadena Boulevard  
Bluebonnet Trail and Aaron Street  
Bluebonnet Trail and Green Valley Drive  
Boston Avenue and West Twelfth Street  
Boston Avenue and East Thirteenth Street  
Boston Avenue and West Ninth Street  
Brookdale Lane and West Pasadena Boulevard  
Brooke Amber Circle and East X Street  
Brookhaven Avenue and West Pasadena Boulevard  
Brookhollow Drive and West Pasadena Boulevard  
Brookhurst Lane and West Pasadena Boulevard  
Brookmeade Drive and West Pasadena Boulevard  
Brookwood Lane and West Pasadena Boulevard

Brown Wind Trail and Green Valley Drive  
Byron Avenue and Palm Terrace Boulevard  
Canterbury Court and East San Augustine Street  
Cedar Street and West Twelfth Street  
Cedar Street and East Thirteenth Street  
Cedar Street and West Ninth Street  
Cherokee Street and Seminole Street (facing northeast)  
Clover Lane and Green Valley Drive  
College Park Drive and East Lambuth Lane  
College Park Drive and Spencer Highway  
Dalmatian Lane and East Pasadena Boulevard  
Dave Alvin Drive and Meadow Brook Drive  
Deerwood Drive and Comal Springs Drive  
Deerwood Drive and East P Street  
Deerwood Drive and East Pasadena Boulevard  
Deerwood Drive and East San Augustine Street  
Deerwood Drive and Piney Wood Drive  
Deerwood Drive and Robinwood Drive  
Deerwood Drive and Sugar Hill Drive  
Donegal Court and West San Augustine Street  
Dover Street and Regency Drive  
Dow Circle and East P Street  
Dutch Street and West Twelfth Street  
Dutch Street and West Thirteenth Street  
Dutch Street and West Ninth Street  
East Clare Street and West San Augustine Street  
East Court Street and Regency Drive  
East Denali Drive and Ranier Drive  
East Lawther Lane and East San Augustine Street  
East Lawther Lane and Ed Watson Drive  
East Meadows Drive and Spencer Highway  
Limerick Court and West San Augustine Street  
East Lonesome Dove and East San Augustine Street  
East Reata Drive and East P Street  
East Reata Drive and East San Augustine Street  
East Shannon Street and West San Augustine Street  
East Van Trease Drive and East San Augustine Street  
Elm Street and West Twelfth Street  
Elm Street and West Thirteenth Street  
Elm Street and West Ninth Street  
Erin Glen Court and West San Augustine Street  
Estate Drive and Catalina Avenue (facing northeast)

Fairfax and East Twelfth Street  
Fay Court and East San Augustine Street  
Graceland Drive and Meadow Brook Drive  
Grove Avenue and East Ninth Street  
Harvard Avenue and East Ninth Street  
Havana Drive and Estate Drive  
Havana Drive and Hillshire Drive  
Havana Drive and Kingsdale Drive  
Havana Drive and Pickerton Drive  
Henderson Lane and Albany Street  
Henderson Lane and Marshall Street  
Hickory Lane and East Pasadena Boulevard  
Hillshire Drive and East Pasadena Boulevard  
Ivy Avenue and East Second Street  
Ivy Avenue and East Eight Street  
Ivy Avenue and East Ninth Street  
Ive Avenue and East Thirteenth Street  
Jana Lane and Red Bluff Road (facing northeast)  
James Street and East Thirteenth Street  
James Street and East Ninth Street  
Janell Rene Circle and East X Street  
Jefferson Avenue and East Lambuth Lane  
Jefferson Avenue and Lincoln Street  
Jefferson Avenue and East Temperance Lane  
Juanita Lane and East San Augustine Street  
Kalwick Drive and Estate Drive  
Kalwick Drive and Kingsdale Drive  
Kalwick Drive and Pickerton Drive  
Karankawas Court and East X Street  
Kenny Street and East Thirteenth Street  
Kentucky Avenue and East Ninth Street  
Kentucky Avenue and East Second Street  
Kilkenny and West San Augustine Street  
Kingsdale Drive and Catalina Avenue  
Kingsdale Drive and Red Bluff Road (facing northeast)  
Knob Hill Street and East Pasadena Boulevard  
Lawrence Lane and East San Augustine Street  
Limerick Court and West San Augustine Street  
Lisa Lane and East San Augustine Street  
Lisa Lane and Leslie Lane  
Louisiana Avenue and West Pasadena Boulevard  
Louisiana Avenue and West San Augustine Street

Luella Avenue and East Thirteenth Street  
Luella Avenue and East P Street  
Luella Avenue and East Eighth Street  
Luella Avenue and East Lambuth Lane  
Luella Avenue and East San Augustine Street  
Luella Avenue and East X Street  
Lufkin Lane and Albany Street  
Lufkin Lane and Marshall Street  
Mark Street and East Eighth Street  
Martha Street and Marlene Street  
Maxie Street and West Third Street  
McDermott Street "Right Turn Cut-Off" and West Pasadena Boulevard  
Meadow Way Drive and Meadow Brook Drive  
Meadowlark Street and East Thirteenth Street  
Meadowlark Street and East X Street  
Meadowlark Street and North Kaufman Drive  
Northglen Drive and Wildwood Drive  
Norwood Street and East Thirteenth Street  
Oklahoma Avenue and West Pasadena Boulevard  
Oklahoma Avenue and Tulsa Street  
Oscar Lane and Durant Avenue  
Park Avenue and East X Street  
Park Dale Drive and South Park Way Drive  
Park Green Drive and East Thirteenth Street  
Park Haven Lane and South Park Way Drive  
Park Meadows Avenue and East P Street  
Park Meadows Avenue and East Pasadena Boulevard  
Park Shadow Lane and East P Street  
Park Wick Lane and South Park Way Drive  
Peyton Place and East San Augustine Street  
Pine Lane and East Pasadena Boulevard  
Primrose Path and Green Valley Drive  
Red Briar Trail and Green Valley Drive  
Robin Street and Linda Street (north junction)  
Robin Street and Linda Street (south junction)  
San Marcos Drive and East P Street  
Santa Fe Trail and East P Street  
Savannah Bend and Southern Trail  
Seaco Avenue and West Thirteenth Street  
Shiprock Drive and Gallup Drive  
Shoshoni Drive and East X Street  
Somerset Lane and East Pasadena Boulevard

South Parktown Drive and Hillshire Drive  
St. Patrick Lane and West San Augustine Street  
Sundance Drive and Dave Alvin Drive  
Sundance Drive and Rolling Stone Drive  
Surrey Lane and East Pasadena Boulevard  
Sylvia Street and West X Street  
Texas Avenue and West Pasadena Boulevard  
Trinity Park Court and East San Augustine Street  
Walnut Court and Wake Forest Drive  
Wakeshire Boulevard and Estate Drive  
Wakeshire Boulevard and Hillshire Drive  
Wakeshire Boulevard and Kingsdale Drive  
Wakeshire Boulevard and Pickerton Drive  
West Clare Street and East San Augustine Street  
West Court Street and Regency Drive  
West Denali Drive and Ranier Drive  
West Forest Lane and East San Augustine Street  
West Grant Street and East Temperance Lane  
West Lawther Lane and East San Augustine Street  
West Lonesome Dove and East San Augustine Street  
West Parktown Drive and East San Augustine Street  
West Reata Drive and East San Augustine Street  
West Shannon Street and West San Augustine Street  
West Van Trease Drive and East San Augustine Street  
Westbriar Court and Willowbriar Lane  
Westside Drive and West San Augustine Street  
Westside Drive and Wildwood Drive  
White Sands Drive and East P Street  
Windsor Drive and Regency Drive  
Woodcrest Drive and West San Augustine Street  
Wynfield Drive and East Thirteenth Street  
Wynfield Drive and Wydale Drive  
Wynforest Drive and East X Street



## Legislation Details (With Text)

**File #:** ORD 18-010    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 1/10/2018    **In control:** City Council  
**On agenda:** 1/16/2018    **Final action:**  
**Title:** Consideration of and action on an ordinance regarding Deer Park Elementary school zone signs on Luella Avenue.  
**Sponsors:** Public Works  
**Indexes:**  
**Code sections:**  
**Attachments:** [school zone exhibit](#)  
[Amend -66-178 \(G\) Subsection a-12-2017](#)

Date	Ver.	Action By	Action	Result
1/16/2018	1	City Council		

Consideration of and action on an ordinance regarding Deer Park Elementary school zone signs on Luella Avenue.

### Summary:

Concerning the flashing school zone signs located on Luella Avenue near Deer Park Elementary School: The actual ordinance and location sites don't match (see attached exhibit). The current ordinance states:

### Existing Ordinance:

Location: Both sides of Luella

From: 200 feet south of the centerline of P Street

To: 100 feet south of the centerline of E. San Augustine

The existing flashing school zone sign is operated by an underground electrical line. Rather than having to dig and relocate the electrical lines and signs, staff is requesting the verbiage in the ordinance be revised to fit what is actually at the site. Amend ordinance to state:

### Amended Ordinance:

Location: Both sides of Luella

From: 700 feet south of the centerline of P Street

To: 400 feet south of the centerline of E. San Augustine



Fiscal/Budgetary Impact:

No Impact

Recommend amending Section 66-178, Schedule G, of the Code of Ordinances.



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 66-178, SCHEDULE G, OF THE CODE OF ORDINANCES OF THE CITY OF DEER PARK, TEXAS, PROVIDING FOR AMENDED TRAFFIC REGULATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.**

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

1. The City Council of the City of Deer Park, Texas hereby finds again and now as set forth in Section 66-23 of the Code of Ordinances of said City.

2. That Section 66-178, Schedule G, Subsection (a) of the Code of Ordinances of the City of Deer Park, be amended by replacing Subsection (a) , changing the locations and times for the school zones, **APPLICABLE** to the portion of the streets located at:

**Sec. 66-178 Schedule G. “School Zones”**

(a) Pursuant to subsection 66-23(g), the speed limit shall be 20 miles per hour in the following designated school zones between the following hours: 7:00 a.m. to 8:30 a.m.; 2:30 p.m. to 4:00 p.m. school days.

Location	Street	From	To
Both sides of Luella Ave	Luella Ave	700 feet south of the centerline of P St	350 feet south of the centerline of E San Augustine

3. 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.

4. 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.

5. 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.

6. 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 the above regulations be immediately put into effect to orderly regulate and guide traffic movement for the protection of persons and property, 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 \_\_\_\_\_, 2018 **by a vote of** **“Ayes”** **and** **“Noes”**.

\_\_\_\_\_  
**MAYOR**, City of Deer Park, Texas

**ATTEST:**

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

**APPROVED:**

\_\_\_\_\_  
Attorney