



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 #4018

Resolution #2018-14

CALL TO ORDER

The 1720th meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Presentation of the 2018 Parks and Recreation Commission Awards.

[PRE 18-027](#)

Recommended Action: Presentation only
Department: Parks & Recreation Commission
Attachments: [2018 PARC Awards](#)

PUBLIC COMMENT

2. Review Harris County's Method of Distribution (MOD) for the Community Development Block Grant - Disaster Recovery (CDBG-DR) Round 1 funds for the Hurricane Harvey and receive input on community needs resulting from the Hurricane Harvey and the projects needed to assist with recovery within the City.

[PUBMTG01](#)

Recommended Action: Discussion and receive input.
Attachments: [LMI Areas](#)
[LMI Area 1](#)
[LMI Area 2](#)
[Public Meeting Notice CDBG-DR rd1-1](#)

CONSENT CALENDAR

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.

3. Approval of minutes of workshop meeting on September 25, 2018. [MIN 18-124](#)

Recommended Action: Approval

Attachments: [CC MW 092518](#)

4. Approval of minutes of regular meeting on October 2, 2018. [MIN 18-130](#)

Recommended Action: Approval

Attachments: [CC MR 100218](#)

5. Approval of minutes of special meeting on October 8, 2018. [MIN 18-131](#)

Recommended Action: Approval

Attachments: [CC MS 100818](#)

6. Acceptance of the Quarterly Financial Report for the Fiscal Year 2017-2018 third quarter ending June 30, 2018. [ACT 18-036](#)

Recommended Action: Accept the quarterly financial report for the Fiscal Year 2017-2018 third quarter ending June 30, 2018.

Department: Finance

Attachments: [2018 3Q Financial Report](#)

7. Acceptance of completion of the Surface Water Treatment Plant Driveway Project. [ACT 18-034](#)

Recommended Action: Staff recommends accepting completion of this project and approval of the lump sum payment for the work performed.

Department: Public Works

8. Consideration of and action on an amendment to the agreement with the Crime Control Prevention District (CCPD) for Personnel, Vehicles, Facilities, Equipment, and Investments. [AGR 18-025](#)

Recommended Action: Approve the amendment to the agreement.

Department: City Manager's Office

Attachments: [Agreement-City CCPD-AMENDMENT #2 FY 2018-2019](#)
[Exhibit A - CCPD FY 2018-2019 Budget](#)

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

9. Consideration of and action on an amendment to the agreement with the Fire Control, Prevention and Emergency Medical Services District (FCPEMSD) for Personnel, Vehicles, Facilities, Equipment, and Investments. [AGR 18-026](#)

Recommended Action: Approve the amendment to the agreement.

Department: City Manager's Office

Attachments: [Agreement-City&FCPEMSD-AMENDMENT#2](#)
[Exhibit A - FCPEMSD Budget FY 2018-2019](#)

10. Consideration of and action on authorization to purchase Christmas light decorations from Inception Marketing Barcana through the TIPS Cooperative Purchasing Program. [AUT 18-081](#)

Recommended Action: Approval to purchase Christmas Lights Decorations

Department: Parks & Recreation

Attachments: [Inception Marketing](#)

11. Authorization to seek bids for Dow Park Soccer Field parking lot. [AUT 18-083](#)

Recommended Action: Authorize the City to seek bids for Dow Park Soccer Field Parking Lot

Department: Parks & Recreation

12. Consideration of and action on authorization to purchase Maxwell Center furniture from Gateway through The Cooperative Purchasing Network (TCPN). [AUT 18-084](#)

Recommended Action: Approval to purchase Maxwell Center furniture

Department: Parks & Recreation

Attachments: [18-301-R8 - DEER PARK CREEK CENTER - QUOTE](#)

13. Authorization of two (2) contract amendments between the City of Deer Park and the Texas Emergency Services Retirement System (TESRS). [AUT 18-086](#)

Recommended Action: Staff recommends approval of this increase.

Attachments: [DeerPark_SupplementalPayments_eff10012018](#)
[DeerPark_IncreaseAmend_eff10012018](#)

14. Consideration of and action on a referral to the Planning and Zoning Commission to adopt the Community Service District into Section 7. Commercial Districts of the City Zoning Ordinance. [AMD 18-014](#)

Recommended Action: Approval the referral to the Planning and Zoning Commission

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15. Consideration of and action on submitting a request to the Board of Adjustment for a six (6) inch variance to the height of a privacy fence to be constructed along the east property line of the Deer Park City Hall.

[VAR 18-016](#)

Recommended Action: Approve the submission of a request to the Board of Adjustment for a six (6) inch variance to the height of a privacy fence.

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

16. Consideration of and action on entering into an agreement with PAX Water Technologies.

[AGR 18-027](#)

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

Department: Public Works

Attachments: [Deer Park TX - 1MG Pasadena Pump Station GST RCS Firm](#)
[Deer Park TX - 0.5MG Pasadena PS EST Firm](#)
[PAX Sole Source](#)

17. Consideration of and action on exercising a three (3) year extension of commercial waste removal services with Waste Management of Texas, Inc.

[AGR 18-029](#)

Recommended Action: Approval is recommended.

Department: City Manager's Office

Attachments: [Deer Park - Commercial Agreement Renewal Proposal 2018](#)
[Deer Park Proposed Rate sheets with Previous CPI](#)
[Unusual Accumulations Language](#)
[Deer park am 10.2018 \(003\)](#)

18. Consideration of and action on authorization to purchase two (2) replacement field mowers from TextronGolf through the National Joint Powers Alliance (NJPA) Cooperative Purchasing Program.

[AUT 18-082](#)

Recommended Action: Approval to purchase (2) two replacement field mowers

Department: Parks & Recreation

Attachments: [City of Deer Park HR600 w Canopy Quote](#)

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.

19. Consideration of and action on authorizing the submission of a grant application as part of Harris County's application for Community Development Block Grant - Disaster Recovery (CDBG-DR) Round 1 funds for Hurricane Harvey. [GRT 18-005](#)

Recommended Action: Authorize submission of a grant application to Harris County under the Community Development Block Grant - Disaster Recovery (CDBG-DR) Round 1 funds for Hurricane Harvey.

Attachments: [LMI Areas](#)
[LMI Area 1](#)
[LMI Area 2](#)
[Public Meeting Notice CDBG-DR rd1-1](#)

20. Consideration of and action on authorization to purchase emergency equipment, graphics, and associated supplies for new emergency services vehicles within the Fire Department and Fire Marshal's Office from FarrWest through HGAC Cooperative Purchasing Program contract #EP11-17. [PUR 18-029](#)

Recommended Action: Staff recommends approval of this purchase.

Department: Finance

Attachments: [Est 7903 from FarrWest Environmental Supply Inc. 150588](#)

21. Consideration of and action on an ordinance appointing three members of the Deer Park Community Development Corporation. [ORD 18-080](#)

Recommended Action: Approve the ordinance appointing three members of the Deer Park Community Development Corporation for two-year terms.

Department: City Manager's Office

Attachments: [Appoint 3 Members to Community Development Corporation-10-2018](#)

22. Consideration of and action on an ordinance amending Section 66-178, Schedule G relating to School Zones. [ORD 18-088](#)

Recommended Action: Approval is recommended.

Department: Public Works and Police

Attachments: [Amend -66-178 \(G\)-School Zones-08-218](#)

ADJOURN

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

*Shannon Bennett, TRMC
City Secretary*

*Posted on Bulletin Board
October 12, 2018*

City Hall is wheelchair accessible and accessible parking spaces are available. Hearing assistance devices are available. Requests for accommodations services must be made 72 hours prior to any meeting. Please contact the City Secretary's office at 281-478-7248 for further information.

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



Legislation Details (With Text)

File #: PRE 18-027 **Version:** 1 **Name:**
Type: Presentation **Status:** Agenda Ready
File created: 10/4/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Presentation of the 2018 Parks and Recreation Commission Awards.
Sponsors: Parks & Recreation Commission
Indexes:
Code sections:
Attachments: [2018 PARC Awards](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Presentation of the 2018 Parks and Recreation Commission Awards.

Summary: The Parks and Recreation Commission will present the 2018 Parks and Recreation Commission Awards to both the Individual (Volunteer) and the Business of the Year. The purpose and intent of the Deer Park Parks and Recreation Commission Award is to annually recognize any individual (volunteer) and business within our community that has made contributions to the City of Deer Park Parks and Recreation Department. Contributions are considered to be monetary donations, in-kind services and/or volunteer hours worked within the Parks and Recreation Department.

Individual / Volunteer Award goes to Mike Freitag

Business Award goes to Calpine Corporation

None

Presentation only



Parks and Recreation Commission Award

Name of Submission: Mike Freitag

Phone #: 281-479-7910 Email: mfreitag@swbell.net

Address: 1118 North Amy City: Deer Park State: Texas

Zip: 77536

Type of Submission: ☒ Individual/Volunteer ☐ Business
(Please Check One)

Date: 9/10/18 For Year of 2018

Donation Amount (If Applicable): _____

Work Provided (If Applicable):

Has videotaped every Jr. Art Park Player Production and Art Park Player Production since 1981. Mike also created a library for the history of Art Park Players and has done the entire distribution of all copies of shows that the children's parents order.

In Kind Services Provided (If Applicable):

Mike has purchased all of his own equipment to handle the projects noted above which includes the DVD's, Cases, all video camera's, DVD burners, labels, forms and everything that goes with it. Since his volunteer span has been since 1980, he has changed gone from Beta, VHS to DVD's.

Reason for Nomination (If more space is needed you may attach one (1) extra document:

Mike has volunteered countless hours to the videotaping of all of our productions since 1981. He videos at least 2 performances per show which includes 5 hours per show-that includes set up and take down. He then makes a copy for our library and has transferred all the outdated tapings to the most current upgrade. Mike then spends countless hours editing and then making copies for all the students/actors that order the recordings. He never complains and never has to be asked-he just shows up and his work is top quality. He is dedicated and a teamplayer - AND - he is proud to be an Art Park Player volunteer.

Any other information that is pertinent to the submission:

Mike is also very active in the community which includes organizations such as San Jacinto Elementary and the American Legion. He is a true community servant and the Art Park Players are fortunate that he chooses to be a part of this group. Mike is a well-respected member of our organization and has volunteered for 38 years. That itself speaks volumes about his character and dedication.

Name of Person Submitting the Form: Susan Mele

Phone #: 281-352-1038 Email address: smele@deerparktx.org

For Office Use Only:

Received By: _____ Date: _____

Submitted By: _____ Date: _____



Parks and Recreation Commission Award

Name of Submission: Calpine Corporation

Phone #: 281-604-6366

Email: bsmith@calpine.com

Address: (Shell Chemical)

City: Deer Park

State: Texas

Zip: 77536

Type of Submission: ☐ Individual/Volunteer
(Please Check One)

☒ Business

Date: September 7th

For Year of 2018

Donation Amount (If Applicable): \$500

Work Provided (If Applicable):

Provided trees and shrubs to help the beautification efforts in Dow Park. Additionally, have provided trees for Cottonwood Park and Ella and Friends Dog Park.

In Kind Services Provided (If Applicable):

Provided staff to work alongside City staff to plant trees in Dow Park and other City Parks.

Reason for Nomination (If more space is needed you may attach one (1) extra document:

Since 2016, the City of Deer Park has partnered with Calpine Corp. to assist with Earth Day related events. Through their generosity in 2018, Calpine Corp. provided trees, shrubs, and installation labor to help beautify a section of Dow Park. In previous years, Calpine Corp. has also provided trees for the Ella and Friends Dog Park and for the newly established Cottonwood Park. For the past 3 years, Calpine staff have been eager to make a positive environmental impact on the Deer Park community. Their staff volunteers have always shown up with a smile on their faces and ready to get to work. It for these reasons that we formally nominate Calpine Corporation for this much deserved award.

Any other information that is pertinent to the submission:

Calpine Corp. has been making a positive impact in the City of Deer Park community parks since 2016.

Name of Person Submitting the Form: Jacob Zuniga

Phone #: 281-478-2058

Email address: jzuniga@deerparktx.org

For Office Use Only:

Received By: _____

Date: _____

Submitted By: _____

Date: _____



Legislation Details (With Text)

File #: PUBMTG01 **Version:** 1 **Name:**
Type: Public Meeting **Status:** Agenda Ready
File created: 10/5/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Review Harris County's Method of Distribution (MOD) for the Community Development Block Grant - Disaster Recovery (CDBG-DR) Round 1 funds for the Hurricane Harvey and receive input on community needs resulting from the Hurricane Harvey and the projects needed to assist with recovery within the City.

Sponsors:

Indexes:

Code sections:

Attachments: [LMI Areas](#)
[LMI Area 1](#)
[LMI Area 2](#)
[Public Meeting Notice CDBG-DR rd1-1](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Review Harris County's Method of Distribution (MOD) for the Community Development Block Grant - Disaster Recovery (CDBG-DR) Round 1 funds for the Hurricane Harvey and receive input on community needs resulting from the Hurricane Harvey and the projects needed to assist with recovery within the City.

Summary:

The City of Deer Park has been allocated to receive \$2,920,500 in Community Development Block Grant - Disaster Recovery (CDBG-DR) funds for infrastructure damaged or failed to function by Hurricane Harvey through the Harris County Method of Distribution (MOD). This funding is from the U.S. Department of Housing and Urban Development (HUD) and administered through the Texas General Land Office (GLO). It is separate from funding provided by the Federal Emergency Management Agency (FEMA) administered through the Texas Division of Emergency Management (TDEM).

The Method Distribution (MOD) is the process by which a County must develop the formula to allocate funding to other affected cities within the County; usually outside of the City of Houston.

Eligible Activities under CDBG-DR Infrastructure/Non-housing funding include:

- Flood control and drainage repair and improvements, including the construction or rehabilitation of storm water management systems;
- Restoration of publically owned infrastructure (such as water and sewer facilities, streets/bridges, provision of generators, etc.)

- Demolition, rehabilitation/reconstruction of publicly-owned commercial, institutional, or industrial buildings and code enforcement

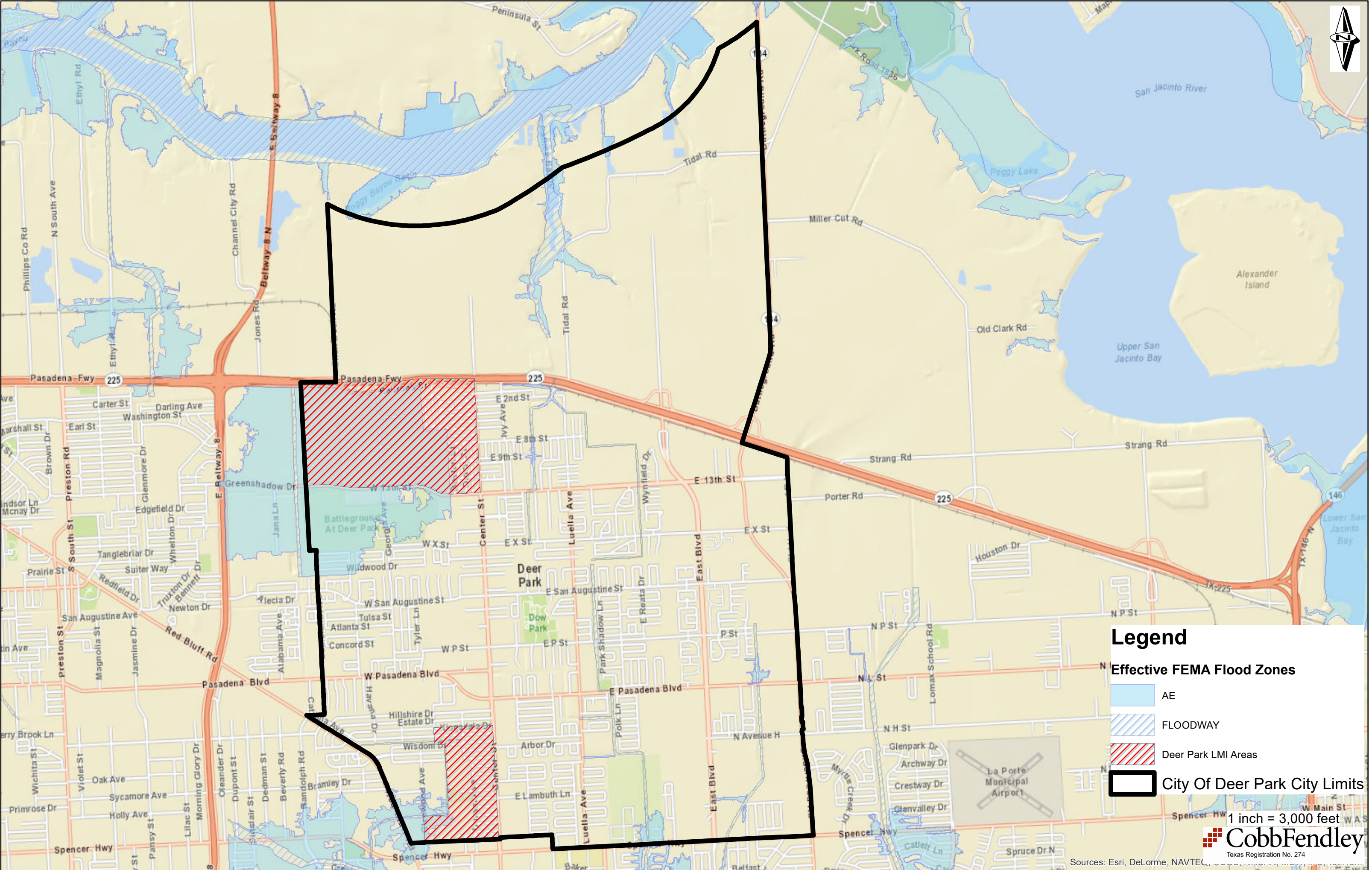
As Hurricane Harvey produced a high flood event, HUD and the GLO sees drainage improvements and flood control efforts to reduce flood risk, particularly in low-income areas, as a priority type project. Under HUD rules, 70% of CDBG-DR funding must benefit low-to moderate income (LMI) persons/communities. The LMI areas in Deer Park and shown on the attached maps.

To participate in this program, it is required that the City publish a public notice of CDBG-DR funding allocation and hold one public meeting for citizens to provide input on CDBG-DR allocation and possible city projects under the funding. This meeting must be held no later than October 19, 2018. Therefore, the City has published notice to appear on October 3, 2018 that this issue will be discussed at the Regular City Council Meeting on October 16, 2018. The public notice is attached.

Fiscal/Budgetary Impact:

\$2,920,500 in Community Development Block Grant - Disaster Recovery (CDBG-DR) grant funds available, 70% of CDBG-DR funding must benefit low-to moderate income (LMI) persons/communities.

Discussion and receive input.



Legend

Effective FEMA Flood Zones

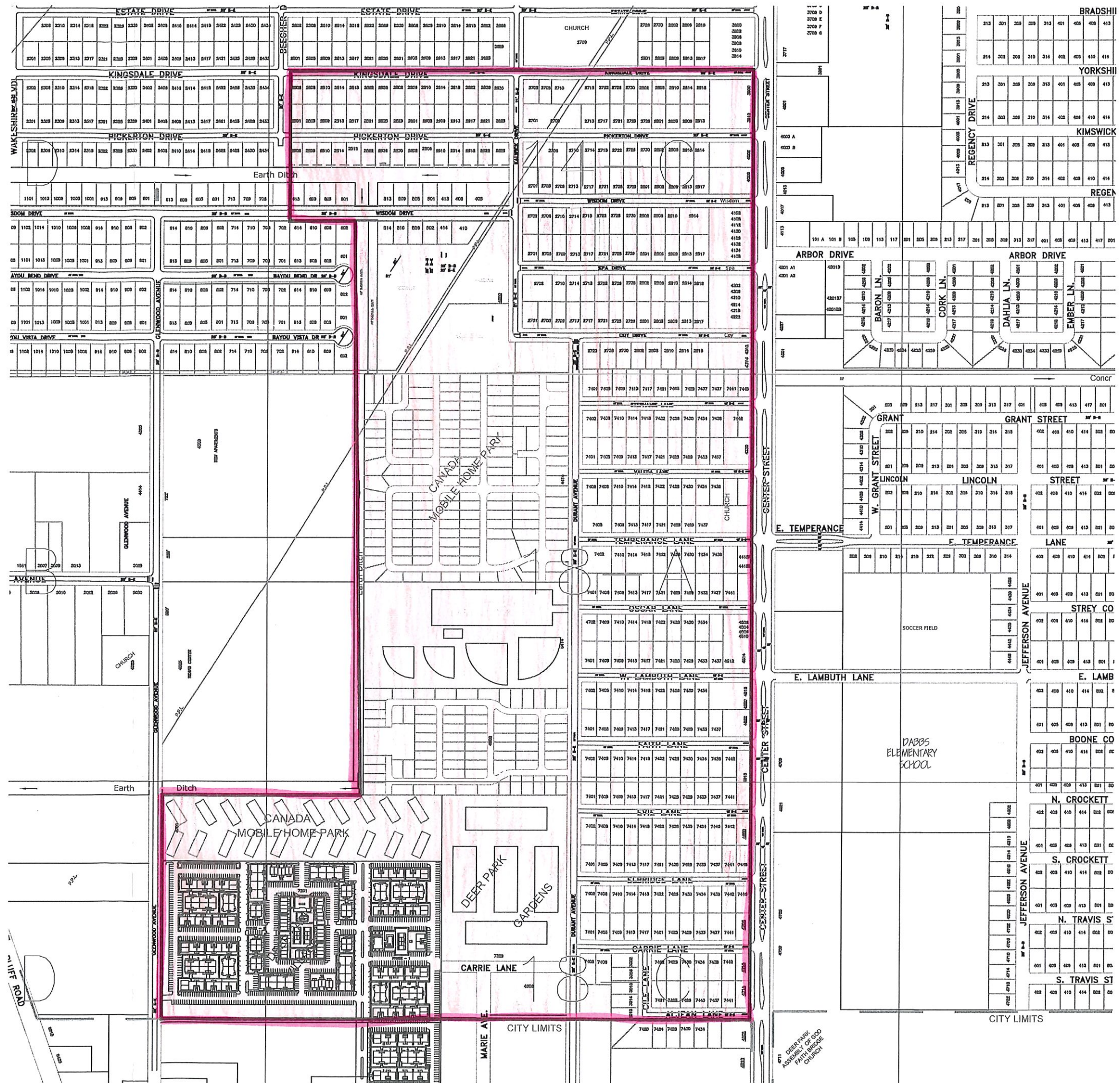
- AE
- FLOODWAY
- Deer Park LMI Areas

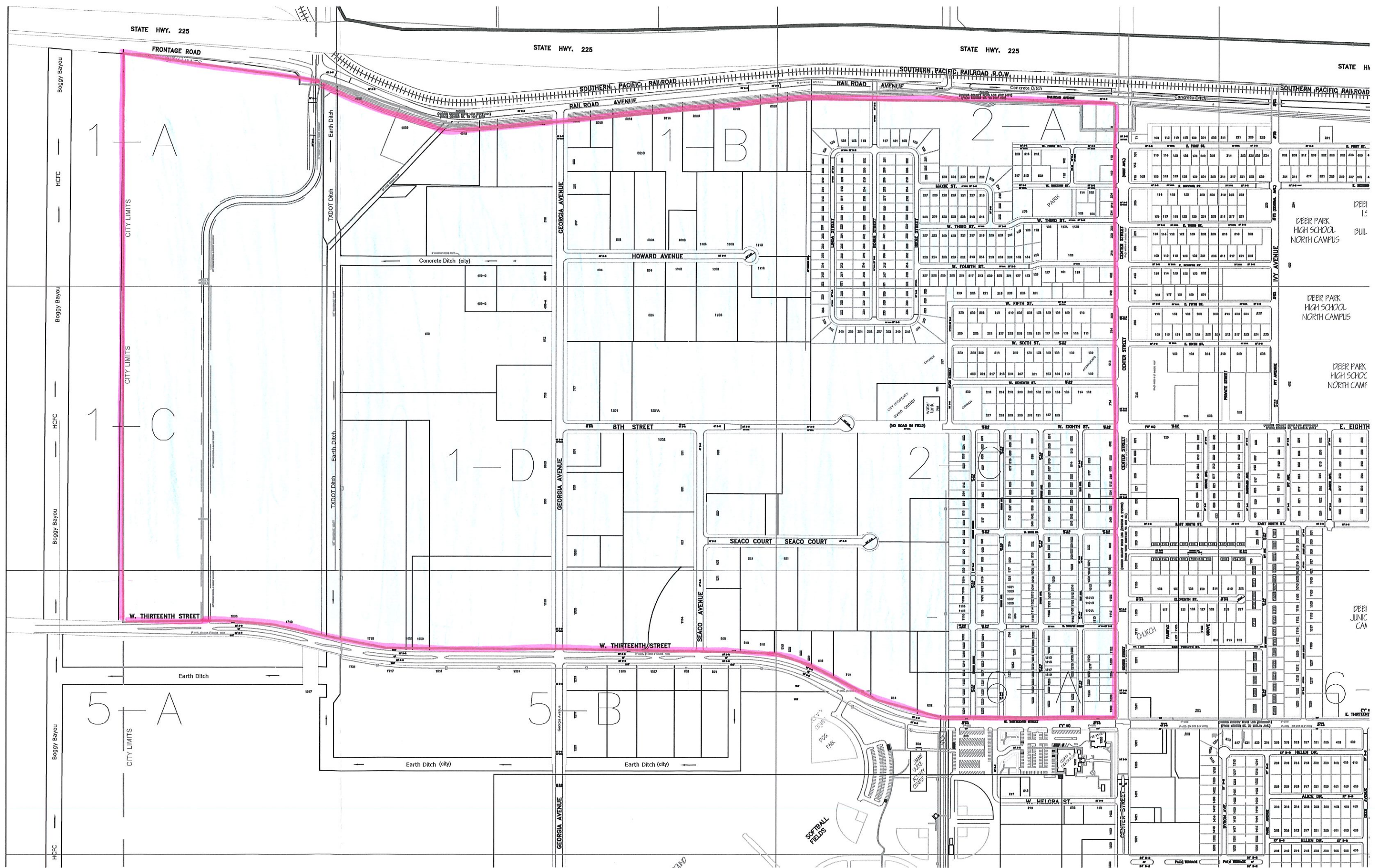
City Of Deer Park City Limits

1 inch = 3,000 feet

CobbFendley
Texas Registration No. 274

Sources: Esri, DeLorme, NAVTEC, ...





Notice of Public Meeting

The City of Deer Park will host a public meeting to review Harris County's Method of Distribution (MOD) for the Community Development Block Grant - Disaster Recovery (CDBG-DR) Round 1 funds for the Hurricane Harvey and the allocation of \$2,920,500 to the city. The U.S. Department of Housing and Urban Development (HUD) allocated Harris County \$1.115 billion in CDBG-DR funding through the Texas General Land Office (GLO) and has developed a MOD to allocate funding to local cities. The City is seeking input on the community needs resulting from the Hurricane Harvey and the projects needed to assist with recovery within the city.

This item will be listed on the agenda and discussed at the regular City Council meeting at the following location, date, and time:

**Deer Park City Hall
710 E. San Augustine
Deer Park, Texas 77536
Tuesday, October 16, 2018 at 7:30 PM**

The venue is accessible for persons with disabilities. The City of Deer Park will provide for reasonable accommodations for persons attending the function. Requests from persons needing special accommodations should be received by Shannon Bennett 48-hours prior to the function. The meeting will be conducted in English and requests for language interpreters or other special communication needs should be made at least 72-hours prior to a function. Please call the City Secretary's office at 281-478-7248 or email Sbennett@deerparktx.org for assistance or additional information about this posting.



Legislation Details (With Text)

File #: MIN 18-124 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 9/11/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Approval of minutes of workshop meeting on September 25, 2018.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_092518](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Approval of minutes of workshop meeting on September 25, 2018.

Summary:

Fiscal/Budgetary Impact:

None

Approval

CITY OF DEER PARK
710 EAST SAN AUGUSTINE STREET

77-

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 SEPTEMBER 25, 2018, BEGINNING AT 5:45 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

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 workshop to order at 5:45 p.m.
2. EXECUTIVE SESSION – PERSONNEL – NAMING TWO APPOINTEES TO ARBITRATION COMMITTEES – Mayor Mouton recessed the meeting at 5:45 p.m. for an Executive Session.
3. EXECUTIVE SESSION – PERSONNEL – NAMING TWO APPOINTEES TO ARBITRATION COMMITTEES – Mayor Mouton recessed the meeting at 5:45 p.m. for an Executive Session.
4. RECONVENED – Mayor Mouton reconvened the workshop meeting at 6:32 p.m.
5. PRESENTATION AND DISCUSSION OF ISSUES RELATING TO A SCHEDULE OF EVENTS FOR THE SALE OF CERTIFICATES OF OBLIGATION – John Robuck, of BOK Financial Inc., gave a presentation for the Certificates of Obligation, Series 2018, not exceeding 7 million dollars. The overview was of the current bond market condition, summary of bids, final debt service requirements and scheduled events.
(Exhibit A1-A4)

6. DISCUSSION OF ISSUES RELATING TO THE PROPOSED ORDINANCE RELATED TO SEISMIC TESTING – City Manager, Jay Stokes advised Council that currently there is no ordinance relating to seismic testing. In 2014 & 2015, Council discussed the possible creation of a Seismic Testing ordinance. This came at the request of Boone Exploration, a Houston-area oil and gas exploration business. Currently, there is no ordinance or permitting process in place.

Councilwoman Garrison asked, “Can we set a perimeter to have the seismic testing without an ordinance?”

City Attorney, Jim Fox responded, “No.”

Councilwoman Garrison asked, “This ordinance opens that up to anyone who wishes to do that?”

Mr. Fox responded, “Within the restrictions of the ordinance. There was a bill passed in 2015 that basically states that the Railroad Commission preempts City regulations of drilling. We are not prohibited from regulating testing.”

Councilwoman Garrison asked, “My question is, can this be allowed without an ordinance?”

Mr. Fox responded, “Yes.”

Mayor Mouton asked, “If we don’t have an ordinance, can we legally stop seismic testing?”

Mr. Fox responded, “Not on a public right of way or a private property.”

Councilman Harrison asked, “Can we have an ordinance banning seismic testing? If someone wants to do it, can we have them come to Council and get special permission?”

Mr. Fox responded, “We can have them ask for a Specific Use Permit.”

Councilwoman Garrison commented, “We had a discussion in 2014 and again in 2015, I said at that time, my objection to this, with the understanding of all the slant drilling and that we are talking about a very small area. I have a problem with people in Deer Park thinking they have mineral rights when they do not have mineral rights to their homes. People that built some subdivisions were smart enough to retain those mineral rights.”

Mayor Mouton asked, “For the record, does this have anything to do with mineral rights?”

Mr. Fox responded, “No, not the testing.”

Councilwoman Garrison asked, “If you do the testing, and they find out that there is something there, then the next step is to go for the mineral rights?”

Mayor Mouton responded, "If we don't have an ordinance, they can do the testing and then will go and find the mineral rights anyhow. For the record, let's just make sure we state what we are alluding to. I believe the City of Denton put an ordinance in place that preempted any type of testing. I think the emphasis the State overruled was the drilling inside city limits. Apparently, the State Legislature overruled that."

Mr. Fox commented, "House Bill 40 was passed in 2015. Basically, the State has exclusive control over drilling underground. There can be reasonable regulations with what happens above ground. Right now, we have zoning requirements that only allow oil well drilling in heavy industrial areas. I do not know if that is in conflict with the new preemption rule law because it is such a small area. We can regulate certain things, but you can't be so broad that it prevents people from drilling and getting the minerals."

Mayor Mouton commented, "The seismic testing is usually not done unless someone is looking for data. It is a preemptiveness of researching data but in this case, there is already data available and are just wanting to verify the data. Typically, it is either an oil company or an industry partner wanting to confirm all this. That's all it is."

Councilwoman Garrison asked, "Do we really need to pass the ordinance tonight? We just need to listen to what is presented?"

Mayor Mouton responded, "They have a proposal to present as to what they are wanting to pursue based on reaffirming some data. The whole point why we are bringing this back up right now is because even if we decide we don't want to do this, they can still move forward and do it anyhow. If we create an ordinance, all we are doing is trying to regulate a lawful process in regards to how it can be done. This ordinance would be the best practice if the testing is to occur."

Councilman Patterson asked, "Is the testing only on public right- of- ways and not on private properties?"

Mr. Fox responded, "I believe the draft is for both."

Councilman Patterson asked, "Do we have an ordinance against someone having a well in their backyard?"

Mr. Fox responded, "The only thing we have to prohibit drilling right now is our zoning laws say that you can only drill oil wells basically around heavy industrial areas, primarily around Highway 225."

Councilman Patterson asked, "Are you saying that the law may not hold up and in effect we could have oil wells in everybody's backyard?"

Mr. Fox responded, "Not after House Bill 40. There are set back requirements generally for safety issues. We also have regulations about fuel storage combustible items above ground. We regulate some of those tanks."

City of Morgan's Point Mayor, Michel Bechtel commented, "I have been in the oil business for 48 years. I have had my own oil company for last the 35 years. My partners in this venture is Ballard Exploration Company Inc. I have known Thomas Binig professionally for over 25 years, he will give you some background on Ballard Exploration and their interests and what they have done in the past locally. What I wanted to give the Council and the Mayor, is the background in the data that a geologist/geophysicist like Tom and I are, that we use. When we say geophysical testing, it is not really testing. It's an accumulation of data. I, basically want to show you what a geologist and geophysicist does. The data we are talking about is seismic data. Basically, the well logs are the surveys available that are taken when drilled. We primarily deal with sand and shale. A geologist can take logs on all the wells that have been previously drilled. We take all the well logs of the different wells and the goal is to make a map to look for potential traps. With that information, we want to connect the dots. That is where seismic data comes into play. What a seismic line does is, takes the information and ties it to the well control and make a topographical map. A geologist takes seismic data and well data, puts it together to come up with an interpretation of what it looks like on a subsurface on a certain horizon."

Thomas Binig, of Ballard Exploration Company, Inc. gave an overview of his experience with Ballard Exploration Company, Inc. and gave a technical presentation of seismic testing acquisition for the City of Deer Park. Mr. Binig also spoke about the success Ballard Exploration has because of extensive and voluntary monitoring of all the work done by the company. (Exhibit B1-B18)

Mayor Mouton advised to Council to forward all questions in regards to the presentation to City Manager, Jay Stokes for a future meeting.

7. DISCUSSION OF ISSUES RELATING TO COBB FENDLEY ENGINEERING'S PRELIMINARY DRAINAGE ANALYSIS ON THE HERITAGE ADDITION AND DEER MEADOWS SUBDIVISIONS – Carl Hart of Cobb Fendley Engineering, gave an overview of the evaluation criteria for Deer Meadows and the Heritage Addition. The existing condition of Heritage Addition consists of 31 acres with mostly arch pipes and a parallel system. The proposed storm sewer system is to disconnect from the existing storm sewer and run parallel to the north of East Lambuth Lane. Deer Meadows existing condition consists of 38 acres, mostly arch pipes and a parallel system with outfalls along San Augustine Street. Deer Meadows has two alternatives. One being to disconnect from San Augustine Street that would require mitigation, but could potentially benefit San Augustine Street. The second alternative would be, follow the same path that exists and connect along San Augustine. (Exhibit C1-C8)

Mayor Mouton asked, "Do you have a cost estimate for the alternatives?"

Mr. Hart responded, "We have not gotten to the point where we have cost estimates yet."

City Manager, Jay Stokes commented, "The first one is easier because the property can be acquired from the school district. We have had discussions with the school and they have indicated on possibly allowing us to acquire the property. The second one can be handled however Council wishes to proceed. I think it is fair to say that the second option is significantly higher than option one."

Mayor Mouton commented, "We would still need to see both costs."

Mr. Stokes asked, "Would the next step be to get with you for the costs?"

Mr. Hart responded, "We would finalize the report and then contact the City to come to an agreed method for determining the property values."

Mr. Stokes commented, "We will start dialog with the school district."

8. DISCUSSION OF ISSUES RELATING TO CONSTRUCTION OF NEW FENCING ALONG THE NORTHEAST PERIMETER OF THE NEW CITY HALL PROPERTY – David Tucker, 2610 Dunn Circle, spoke on issues and concerns of fencing, lighting, traffic, ballards and ownership of the fence. The pictures of the brick and wood fence initially looked at, were deemed costly. A product from Pasadena Fencing Company was presented and suggested for consideration. A 7 foot variance will still be requested due to security, lighting and the traffic. The deflector for the lighting is anticipated to be installed soon. A half-moon cover deflector was mentioned in a prior meeting for the east side lighting and is still being requested. There is still a concern of the traffic speed relating to the drive through and the intended design to keep the speed down. Speed limit signs and speed bumps are suggestions to help with slowing down the traffic's speed.
9. RECESS/RECONVENE – Mayor Mouton recessed the Workshop to open the regular Council meeting at 7:30 p.m. and reconvened the Workshop at 7:30 p.m.

Mr. Tucker continued the discussion of issues relating to the new fencing along the northeast perimeter of the new City Hall property. The ballard system may not fit with the drainage on the side, but an alternative would be to increase the curbing. Ownership of the fences will be the responsibility of the resident. All five homes have had gates and the homeowners would want to continue to have gates to be able to access the park.

Brandon Rich, 2614 Dunn Circle, commented, "We have been happy to be working with Mr. Stokes and are very happy to live in this great city. We obviously want security and privacy. We just put up this very expensive nice building and I think we would want to improve the aesthetics of what the fence looks like. It won't just help the City's image, but it will also benefit the homeowners too."

City Manager, Jay Stokes asked, "Is the fencing still going from the southend to the north?"

Mr. Tucker responded, "Yes."

10. DISCUSSION OF ISSUES RELATING TO THE CITY'S INVESTMENT PROGRAM, INCLUDING THE ANNUAL REVIEW OF THE CITY'S INVESTMENT POLICY – Finance Director, Donna Todd advised Council that the City's Investment Policy was last reviewed and updated on September 19, 2017. At that time, the policy was updated for several changes made to the Act in the 2017 State legislative session. A few minor changes are being incorporated into the policy this year, including further clarification of those legislative changes. The attached "Investment Policy Review" provides a detailed description of the changes being incorporated into the policy this year. (Exhibit D1-D2)
11. DISCUSSION OF ISSUES RELATING TO THE FISCAL YEAR 2018-2019 FINAL BUDGET – Finance Director, Donna Todd gave a summary of FY 2018-19 Budget and emphasized on some changes. These are additions which arose since the proposed budget was submitted to Council on August 7, 2018. In the General Fund the total increase of \$43,375, to be funded by prior year revenue, represents an additional \$33,375 for the lease purchase financing on the refresh of the VOIP communication system, and \$10,000 for demolition of the structure on the property at 213 West Helgra recently acquired by the City. In the Capital Improvement Fund, the total increase of \$31,000, to be funded by fund reserves, represents \$20,000 for a new fence on the west side of City Hall, and \$11,000 for additional artwork for the new City Hall.
12. DISCUSSION OF ISSUES RELATING TO THE 2018 LANE STRIPING PROJECT – Public Works Director, Bill Pedersen presented a map relating to the request to advertise and receive bids for the 2018 Lane Striping Project. The striping project will occur along portions of Georgia Avenue, San Augustine Street, 13th Street and East Boulevard. Intersections and crosswalks on these streets will be included in this project as well as major intersections of Luella and Center Street. The project was designed and will be overseen by the Engineering Department. (Exhibit E1)

Councilman Ginn commented, "I think that is good because I have received complaints about that not lasting long enough."
13. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:49 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton
Mayor



Legislation Details (With Text)

File #: MIN 18-130 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 10/5/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Approval of minutes of regular meeting on October 2, 2018.
Sponsors:
Indexes:
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Attachments: [CC_MR_100218](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

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

Summary:

Fiscal/Budgetary Impact:

None

Approval

CITY OF DEER PARK

76-

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1717th 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 OCTOBER 02, 2018, AT 5:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.
2. INVOCATION – The invocation was given by Councilwoman Sinor.
3. PLEDGE OF ALLEGIANCE – Councilman Ron Martin led the Pledge of Allegiance to the United States Flag and the Texas Flag.
4. PROCLAMATION RECOGNIZING AND DECLARING FIRE PREVENTION WEEK 2018 – Mayor Mouton presented a proclamation to Fire Marshal Buddy Rice declaring October 7-13, 2018 as Fire Prevention Week. Fire Marshal Buddy Rice introduced this year's theme as "Look. Listen. Learn. Be aware. Fire can happen anywhere."
5. PUBLIC HEARING #2 ON 2018 AD VALOREM TAX RATE – The public hearing was opened by the City Secretary reading the Notice of Public Hearing. (Exhibit A)

Mayor Mouton called for those desiring to speak in favor of the 2018 Ad Valorem Tax Rate. No one spoke.

Mayor Mouton called for those desiring to speak against the 2018 Ad Valorem Tax Rate. No one spoke.

6. AWARDING REQUEST FOR PROPOSAL FOR ARBITRAGE REBATE SERVICES – Motion was made by Councilwoman Garrison and seconded by Councilman Martin to award the bid to Arbitrage Compliance Specialists for the arbitrage rebate services. Motion carried 6 to 0.
7. CONSENT CALENDAR – Motion was made by Councilman Harrison and seconded by Councilman Ginn to approve the consent calendar as follows:
 - a. Approval of minutes of regular meeting on September 25, 2018.
 - b. Authorization to purchase a building to contain the PAX Ammonia feed skid at Pasadena Boulevard.
 - c. Acceptance of completion and retainage release for the Deer Park Nature Preserve Phase I Project.

Motion carried 6 to 0.

8. DISCUSSION OF AUTHORIZING A THREE (3) YEAR EXTENSION OF COMMERCIAL WASTE REMOVAL SERVICES WITH WASTE MANAGEMENT OF TEXAS, INC – City Manager advised Council of the recent meeting with Waste Management officials to discuss this renewal. Waste Management has proposed an extension of the current contract, which expires December 1, 2018, for this additional three (3) year period, with a few noteworthy changes. The commercial rates would rise by twelve percent (12%) in the first year and five percent (5%) in both of the following years. This replaces current cost increase language tied to fluctuations in the consumer price index. Waste Management officials state their cost of business well exceeds the annual CPI increase, which has averaged 1.95% during the first four (4) years of the contract.

Shanna Lopez, of Waste Management Inc., gave an overview of the proposal for the commercial solid waste collection contract with Waste Management Inc. Ms. Lopez detailed the proposed increase and the options of the potential contract. (Exhibit B1- B3)

Mayor Mouton asked, “How much cost is this going to be?”

Ms. Lopez responded, “Our idea would be to send out a letter to every commercial business before actually starting. A picture of what their dumpster is supposed to look like and a picture of what the dumpster cannot look like and the charges if not followed. There would be an effective date on the notification. This notification would be their first warning.”

Mayor Mouton commented, “How much is the cost overage going to be?”

Ms. Lopez responded, “It is \$115, we’ll be adding the 20% franchise fee on top of that.”

Councilman Ginn commented, “I think the main thing is, as long as they are not surprised and are aware they are going to be charged.”

Councilwoman Garrison commented, "I think the City can send something out too. I think the pictures you sent to us this afternoon, speak a thousand words."

Councilwoman Sinor asked, "How much of that is other people coming and throwing trash illegally?"

Councilman Harrison commented, "It depends on where the dumpster is located. If it is in a dark place or an alley and people can take their trash at night time and throw it in there, they are going to do it. They have been hesitant putting this cost in to bill the companies. Keep in mind, the City gets a list every month of people that have abused it. When you see the same ones time and time again, there is a problem. They either need to increase their frequency or increase the size of their container."

Mayor Mouton commented, "Without a doubt, there will be people making calls to Ben Alexander, Jay Stokes or one of us Councilmembers that will make an issue out of it."

Councilman Martin asked, "How is this dealt with in other cities?"

Ms. Lopez responded, "In February, the City of Victoria adopted this. One of the things the City of Victoria was looking into was Liter Abatement Programs. The City of Victoria noticed litter and overflowing dumpsters in the city. They began a study and used that as the initiative to clean up their streets and get people on board to take responsibility of their property. The City of Victoria communicated to customers on their Facebook page and sent letters explaining what was being done to help with litter control. The City of Pasadena has this also. The difference with Pasadena, is that we bill the customer, where as in Deer Park, we will be billing the City."

Councilwoman Sinor, "Would this be something that we might have to address head on as a City with known abusers?"

Mr. Stokes responded, "Certainly, we will work together on that."

Councilman Ginn commented, "As long as they are informed."

Mr. Stokes asked, "Lastly, Staff would need to know if are we going the route to renew or going out for bid?"

Councilman Harrison commented, "I do nothing for Waste Management anymore. With that being said, working for them for the period of 36 years, I am privy to some things you all aren't, such as pricing. When this contract was awarded to Waste Management, Raymond Franks took over, I was privy to the numbers that were being submitted, but I had no input as to those numbers. When you look at Waste Managements' recommendation of 12% in the first year and the 5% for the following years, compared to the other contracts, like Pasadena, Pearland, Seabrook and La Marque, we are without that 12% , much lower than those other contracts. I analyzed everything and took all the franchise fees out of all the pricing, so we are comparing apples to apples. Waste Management is the lowest by far."

With this 12%, it still does not bring them as high as the pricing of the other cities. This is a fixed deal. I think Council ought to consider extending this contract.”

The consensus of the City Council is to place this item on the next agenda to extend the contract with Waste Management Inc.

9. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO PURCHASE TWO (2) FORD F-350 TRUCKS, ONE (1) FORD F-250 TRUCK, AND ONE (1) FORD F-150 TRUCK FOR THE FIRE DEPARTMENT AND FIRE MARSHAL’S OFFICE THROUGH THE HGAC BUY COOPERATIVE PURCHASING PROGRAM – Motion was made by Councilman Martin and seconded by Councilman Harrison to authorize the purchase of two (2) Ford F-350 trucks one (1) Ford F-250 truck, and one (1) Ford F-150 truck for the Fire Department and Fire Marshal’s Office through the HGAC Buy Cooperative Purchasing Program.

Councilwoman Sinor asked, “Do you know the year of the truck that is being traded in by the Fire Department?”

Emergency Medical Services Director, Robert Hemminger responded, “They are a 2002, 2003 and a 2009.”

Motion carried 6 to 0.

10. CONSIDERATION OF AND ACTION ON AN ORDINANCE CANCELLING THE NOVEMBER 20, 2018 REGULAR CITY COUNCIL MEETING – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Harrison to adopt on first and final reading of Ordinance No.4016, captioned as follows:

AN ORDINANCE RESCHEDULING THE REGULAR COUNCIL MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS; DESIGNATING ANOTHER TIME FOR SAID MEETING TO BE HELD; AND DECLARING AN EMERGENCY.

Motion carried 6 to 0.

11. DISCUSSION OF ISSUES RELATING TO THE PARTICIPATION IN THE HARRIS COUNTY HURRICANE HARVEY METHOD OF DISTRIBUTION (MOD) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY (CDBG-DR) ROUND 1 FUNDING – Assistant City Manager, Gary Jackson advised Council of the Method of Distribution (MOD), which is the process by which a County must develop the formula to allocate funding to other affected cities within the County; usually outside of the City of Houston. The City of Deer Park has been allocated to receive \$2,920,500 in Community Development Block Grant - Disaster Recovery (CDBG-DR) funds for infrastructure damaged or failed to function by Hurricane Harvey through the Harris County Method of Distribution (MOD). This funding is from the U.S. Department of Housing and

Urban Development (HUD) and administered through the Texas General Land Office (GLO). It is separate from funding provided by the Federal Emergency Management

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City Council, October 2, 2018

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Agency (FEMA) administered through the Texas Division of Emergency Management (TDEM). HUD and the GLO sees drainage improvements and flood control efforts to reduce flood risk, particularly in low-income areas, as a priority type project. Under HUD rules, 70% of CDBG-DR funding must benefit low-to moderate income (LMI) persons/communities.

Mr. Jackson commented, “What this project is going to end up doing is improve drainage that goes into a detention pond. We will have to locate an area to build a detention pond and take the storm sewer down to that detention pond. Therefore, you will have to purchase available property that does not have pipelines. The more likely area is going to be the southern vicinity. One of the areas that is a potential project is in Bayou Bend Park. The project would have to serve people that live in the low to moderate income area.”

12. ADJOURN – Mayor Mouton adjourned the meeting at 6:11 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton Jr.
Mayor



City of Deer Park

710 E SAN AUGUSTINE
DEER PARK, TX 77536

Legislation Details (With Text)

File #: MIN 18-131 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 10/5/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Approval of minutes of special meeting on October 8, 2018.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MS_100818](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Approval of minutes of special meeting on October 8, 2018.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN THE COUNCIL CHAMBERS, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON OCTOBER 08, 2018 BEGINNING AT 5:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
SHANNON BENNETT
JIM FOX

CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 5:30 p.m.
2. CONSIDERATION OF AND ACTION ON AN ORDINANCE LEVYING AD VALOREM TAXES FOR 2018 – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison as follows; "I move that the property tax rate be increased by the adoption of a tax rate of \$0.720000, which is effectively a 1.74 percent increase in the tax rate" and seconded by Councilman Thane Harrison to adopt on first and final reading Ordinance No. 4017, captioned as follows:

AN ORDINANCE OF THE CITY OF DEER PARK, TEXAS LEVYING AD VALOREM TAXES FOR 2018 AT \$0.720000 PER ONE HUNDRED DOLLARS ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS TO PROVIDE REVENUES FOR CURRENT EXPENSES AND INTEREST AND SINKING FUND REQUIREMENTS; PROVIDING DUE AND DELINQUENT DATES; PENALTIES AND INTEREST; PROVIDING A HOMESTEAD EXEMPTION; REPEALING ALL OTHER ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

Motion carried with a record vote 7 to 0.

Mayor Mouton	"Aye"
Councilwoman Garrison	"Aye"
Councilman Harrison	"Aye"
Councilman Ginn	"Aye"
Councilman Patterson	"Aye"
Councilman Martin	"Aye"
Councilwoman Sinor	"Aye"

3. ADJOURNMENT - Mayor Mouton adjourned the meeting at 5:32 p.m.

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: ACT 18-036 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 10/11/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Acceptance of the Quarterly Financial Report for the Fiscal Year 2017-2018 third quarter ending June 30, 2018.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [2018 3Q Financial Report](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Acceptance of the Quarterly Financial Report for the Fiscal Year 2017-2018 third quarter ending June 30, 2018.

Summary:

The City's quarterly financial report for the Fiscal Year 2017-2018 third quarter ended June 30, 2018 reports the preliminary and unaudited results for nine months of the fiscal year (October - June). In summary, the fiscal year-to-date revenues of the Governmental Funds - the General, Debt Service, Golf Course Lease, Special Revenue, and Capital Improvement Bond Funds - are approximately \$45.3 million. The annual budget for these revenues, as amended, is \$52.7million. Revenues primarily represent ad valorem (property) taxes. These tax collections for residential and commercial properties, including delinquent taxes and associated penalties and interest, are \$18.6 million through June 2018 and exceed the annual budget by 2.79 percent. The industrial in-lieu of taxes revenues of \$11.3 million through June 2018 represent 99.95 percent of the amount budgeted for these revenues. The City's sales tax revenues of \$4.0 million for the fiscal year-to-date through the third quarter are higher than the prior year by 7.2 percent. Total expenditures of the Governmental Funds are approximately \$44.7 million for the nine months. Utility Fund revenues, including the Water/Sewer Fund and the Storm Water Fund, total approximately \$8.0 million through June 2018, which is 2.42 percent below the prior year's third quarter to-date. This difference reflects the reduction in water usage for the first nine months of the fiscal year. Total expenses of these enterprise funds are approximately \$6.9 million for the fiscal year-to-date. Expenditures in the Capital Improvements Fund of \$3.8 million through June 2018 primarily represent costs for the new City Hall but also include approximately \$486,000 for street and sidewalk projects and approximately \$101,000 for three new marquee signs. Revenues for the special revenue districts (Crime Control and Prevention District and the Fire Control Prevention and EMS District), primarily represent sales tax collections. For the first nine months of the fiscal year, combined revenues for both districts total approximately \$2.0 million and combined expenditures total approximately \$1.9 million and include the purchase of five new vehicles for the Crime Control and Prevention District, and in the Fire Control Prevention and

EMS District, lease payments for the new fire truck and consulting architect fees for the planned EMS Annex. Fiscal year-to-date revenues of approximately \$2.0 million for the City's Type B Corporation, the Deer Park Community Development Corporation ("Corporation"), primarily represent sales tax collections. Expenditures of approximately \$2.4 million for the nine months to-date primarily represent funding for debt service payments but also include approximately \$315,000 for pay-as-you-go funding for the Dow Park Pavilion and Improvements project.

Fiscal/Budgetary Impact:

N/A.

Accept the quarterly financial report for the Fiscal Year 2017-2018 third quarter ending June 30, 2018.



**QUARTERLY FINANCIAL REPORT
FOR THE THIRD QUARTER ENDED
June 30, 2018
(Unaudited)**

**CITY OF DEER PARK
QUARTERLY FINANCIAL REPORT
THIRD QUARTER ENDED JUNE 30, 2018
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CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
GOVERNMENTAL FUNDS								
REVENUE SUMMARY:								
General Fund	\$ 20,091,281	\$ 10,785,852	\$ 4,260,475		\$ 35,137,608	\$ 43,536,350	\$ 8,398,742	19.29%
Debt Service Fund	2,566,075	2,218,003	2,097,640		6,881,718	7,018,928	137,210	1.95%
Golf Course Lease Fund	-	5,949	38,070		44,019	176,000	131,981	74.99%
Special Revenue Funds	68,782	258,015	263,497		590,294	1,979,780	1,389,486	70.18%
Capital Improvement Bond Funds	107,202	460,274	2,061,041		2,628,517	-	(2,628,517)	-
Total Governmental Funds Revenue	22,833,340	13,728,093	8,720,723		45,282,156	52,711,058	7,428,902	14.09%
EXPENDITURE SUMMARY:								
General Fund								
General & Administrative	1,549,071	1,903,533	1,562,946		5,015,550	9,695,422	4,679,872	48.27%
Police Department	2,022,587	2,504,584	2,217,706		6,744,877	9,832,451	3,087,574	31.40%
Fire Department & Emergency Services	467,374	658,283	643,137		1,768,794	2,618,907	850,113	32.46%
Planning & Development	350,951	432,972	480,529		1,264,452	1,959,794	695,342	35.48%
Sanitation	865,108	1,093,651	925,983		2,864,742	4,207,065	1,322,323	31.43%
Street Maintenance	232,095	315,328	244,069		791,492	1,926,225	1,134,733	58.91%
Parks & Recreation	1,184,809	1,600,307	1,537,323		4,322,439	7,387,961	3,065,522	41.49%
Library	215,294	274,434	235,249		724,977	1,150,882	425,905	37.01%
Other	176,693	208,063	257,410		642,166	1,085,203	443,037	40.83%
Employee Benefits	-	-	-		-	-	-	-
Operating Transfers	-	-	-		-	3,672,440	3,672,440	100.00%
Total General Fund	7,063,982	8,991,155	8,104,352		24,159,489	43,536,350	19,376,861	44.51%
Debt Service Fund	861	5,842,708	(174,761)		5,668,808	7,018,928	1,350,120	19.24%
Golf Course Lease Fund	20,621	75,761	37,163		133,545	176,000	42,455	24.12%
Special Revenue Funds	288,980	158,186	274,433		721,599	1,975,718	1,254,119	63.48%
Capital Improvement Bond Funds	868,298	3,866,094	9,270,309		14,004,701	-	(14,004,701)	-
Total Governmental Funds Expenditures	8,242,742	18,933,904	17,511,496		44,688,142	52,706,996	8,018,854	15.21%
Governmental Funds Revenues O/(U) Expenditures	\$ 14,590,598	\$ (5,205,811)	\$ (8,790,773)		\$ 594,014	\$ 4,062		
UTILITY FUNDS								
REVENUE SUMMARY:								
Water/Sewer Fund	\$ 1,842,138	\$ 2,586,169	\$ 2,617,322		\$ 7,045,629	\$ 11,170,466	\$ 4,124,837	36.93%
Storm Water Fund	57,111	85,247	84,665		227,023	337,500	110,477	32.73%
Other	93	107,789	582,372		690,254	-	(690,254)	-
Total Utility Fund Revenue	1,899,342	2,779,205	3,284,359		7,962,906	11,507,966	3,545,060	30.81%
EXPENSES SUMMARY:								
General & Administrative	267,124	338,819	218,585		824,528	1,093,241	268,713	24.58%
Water Expenses	664,188	1,429,032	1,143,300		3,236,520	5,949,834	2,713,314	45.60%
Sewer Expenses	207,704	318,800	224,149		750,653	1,433,972	683,319	47.65%
Storm Water Expenses	59,770	43,077	63,494		166,341	337,500	171,159	50.71%
Debt Service & Related Fees	1,889	1,345,321	174,761		1,521,971	2,176,142	654,171	30.06%
Operating Transfers	-	107,681	-		107,681	99,421	(8,260)	-
Other	66,144	82,538	134,730		283,412	327,426	44,014	13.44%
Employee Benefits	33,385	9,487	9,818		52,690	90,430	37,740	41.73%
Total Utility Fund Expenses	1,300,204	3,674,755	1,968,837		6,943,796	11,507,966	4,564,170	39.66%
Utility Fund Revenues O/(U) Expenses	\$ 599,138	\$ (895,550)	\$ 1,315,522		\$ 1,019,110	\$ -		
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Capital Improvements Fund Revenue	\$ 378	\$ 474	\$ 601		\$ 1,453	\$ 7,168,148	\$ 7,166,695	99.98%
Total Capital Improvements Fund Revenue	\$ 378	\$ 474	\$ 601		\$ 1,453	\$ 7,168,148	\$ 7,166,695	99.98%
EXPENDITURE SUMMARY:								
General Government	918,229	1,320,623	654,892		2,893,744	3,622,440	728,696	20.12%
Fire Department	-	-	157,000		157,000	157,000	-	-
Planning & Development	-	-	-		-	-	-	-
Street Maintenance	22,655	107,666	356,086		486,407	1,933,813	1,447,406	74.85%
Storm Water	-	-	-		-	-	-	-
Park Maintenance	-	-	55,898		55,898	861,895	805,997	93.51%
Recreation	-	-	48,762		48,762	56,000	7,238	12.93%
Athletics & Aquatics	-	-	29,978		29,978	125,000	95,022	76.02%
Building Maintenance	-	-	-		-	200,000	200,000	100.00%
Drama	-	22,850	25,913		48,763	56,000	7,237	12.92%
Library	-	22,850	25,913		48,763	56,000	7,237	12.92%
Contingency	-	-	-		-	100,000	100,000	100.00%
Total Capital Improvements Fund Expenditures	940,884	1,473,989	1,354,442		3,769,315	7,168,148	3,398,833	47.42%
Capital Improvements Fund Revenues O/(U) Expenditures	\$ (940,506)	\$ (1,473,515)	\$ (1,353,841)		\$ (3,767,862)	\$ -		

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>FIDUCIARY FUNDS</u>								
REVENUE SUMMARY:								
LEPC Fund	\$ 23,936	\$ 28,374	\$ 58		\$ 52,368	\$ -	\$ (52,368)	*
Senior Citizens Fund	308	386	489		1,183	-	(1,183)	*
Total Fiduciary Funds Revenue	24,244	28,760	547		53,551	-	(53,551)	*
EXPENDITURE SUMMARY:								
LEPC Fund	15,592	34,598	137,438		187,628	-	(187,628)	*
Senior Citizens Fund	-	-	-		-	-	-	*
Total Fiduciary Funds Expenditures	15,592	34,598	137,438		187,628	-	(187,628)	*
Fiduciary Funds Revenues O/(U) Expenditures	\$ 8,652	\$ (5,838)	\$ (136,891)		\$ (134,077)	\$ -		
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 144,793	\$ 421,656	\$ 436,730		\$ 1,003,179	\$ 2,042,096	\$ 1,038,917	50.88%
Fire Control Prevention and EMS District	158,869	433,139	452,177		1,044,185	3,810,343	2,766,158	72.60%
Total Special Revenue Districts Revenue	303,662	854,795	888,907		2,047,364	5,852,439	3,805,075	65.02%
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	332,722	187,696	388,868		909,286	2,042,096	1,132,810	55.47%
Fire Control Prevention and EMS District	308,733	388,890	331,688		1,029,311	3,810,343	2,781,032	72.99%
Total Special Revenue Districts Expenditures	641,455	576,586	720,556		1,938,597	5,852,439	3,913,842	66.88%
Special Revenue Districts Revenues O/(U) Expenditures	\$ (337,793)	\$ 278,209	\$ 168,351		\$ 108,767	\$ -		
<u>TYPE B CORPORATION</u>								
REVENUE SUMMARY:								
Deer Park Community Development Corporation	\$ 302,139	\$ 851,901	\$ 856,615		\$ 2,010,655	\$ 2,700,900	\$ 690,245	25.56%
Total DPCDC Fund Revenue	302,139	851,901	856,615		2,010,655	2,700,900	690,245	25.56%
EXPENDITURE SUMMARY:								
Deer Park Community Development Corporation	-	317,466	2,064,180		2,381,646	2,700,900	319,254	11.82%
Total DPCDC Fund Expenditures	-	317,466	2,064,180		2,381,646	2,700,900	319,254	11.82%
DPCDC Revenues O/(U) Expenditures	\$ 302,139	\$ 534,435	\$ (1,207,565)		\$ (370,991)	\$ -		
<u>FUND BALANCE</u>								
Beginning Fund Balance - General Fund	\$ 37,104,658	\$ 50,131,957	\$ 51,926,654		\$ 37,104,658			
Revenues Over/(Under) Expenditures	13,027,299	1,794,697	(3,843,877)		10,978,119			
Ending Fund Balance - General Fund	\$ 50,131,957	\$ 51,926,654	\$ 48,082,777		\$ 48,082,777			
Beginning Fund Balance - Water Sewer Fund	\$ 21,245,441	\$ 21,847,202	\$ 20,805,943		\$ 21,245,441			
Revenues Over/(Under) Expenditures	601,761	(1,041,259)	775,242		335,744			
Ending Fund Balance - Water Sewer Fund	\$ 21,847,202	\$ 20,805,943	\$ 21,581,185		\$ 21,581,185			

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Prior Fiscal Year			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	FY18 YTD Actual	FY17 YTD Actual	Difference O/(U) Prior YTD	FY17 FYE Total
GOVERNMENTAL FUNDS								
REVENUE SUMMARY:								
General Fund	\$ 20,091,281	\$ 10,785,852	\$ 4,260,475		\$ 35,137,608	\$ 34,180,085	\$ 957,523	\$ 41,221,303
Debt Service Fund	2,566,075	2,218,003	2,097,640		6,881,718	7,153,273	(271,555)	7,194,757
Golf Course Lease Fund	-	5,949	38,070		44,019	29,742	14,277	121,678
Special Revenue Funds	68,782	258,015	263,497		590,294	612,406	(22,112)	1,496,341
Capital Improvement Bond Funds	107,202	460,274	2,061,041		2,628,517	4,933,223	(2,304,706)	5,578,859
Total Governmental Funds Revenue	22,833,340	13,728,093	8,720,723		45,282,156	46,908,729	(1,626,573)	55,612,938
EXPENDITURE SUMMARY:								
General Fund								
General & Administrative	1,549,071	1,903,533	1,562,946		5,015,550	5,019,167	(3,617)	15,104,567
Police Department	2,022,587	2,504,584	2,217,706		6,744,877	6,285,639	459,238	8,977,716
Fire Department & Emergency Services	467,374	658,283	643,137		1,768,794	1,656,916	111,878	2,341,902
Planning & Development	350,951	432,972	480,529		1,264,452	1,277,589	(13,137)	1,836,614
Sanitation	865,108	1,093,651	925,983		2,884,742	2,599,131	285,611	4,178,419
Street Maintenance	232,095	315,328	244,069		791,492	771,875	19,617	1,188,997
Parks & Recreation	1,184,809	1,600,307	1,537,323		4,322,439	4,933,363	(610,924)	7,072,574
Library	215,294	274,434	235,249		724,977	658,654	66,323	973,450
Other	176,693	208,063	257,410		642,166	759,673	(117,507)	1,027,745
Employee Benefits	-	-	-		-	-	-	-
Operating Transfers	-	-	-		-	-	-	-
Total General Fund	7,063,982	8,991,155	8,104,352		24,159,489	23,962,007	197,482	42,701,984
Debt Service Fund	861	5,842,708	(174,761)		5,668,808	5,774,604	(105,796)	6,296,867
Golf Course Lease Fund	20,621	75,761	37,163		133,545	86,108	47,437	127,539
Special Revenue Funds	288,980	158,186	274,433		721,599	759,250	(37,651)	2,780,185
Capital Improvement Bond Funds	868,298	3,866,094	9,270,309		14,004,701	7,289,837	6,714,864	7,408,629
Total Governmental Funds Expenditures	8,242,742	18,933,904	17,511,496		44,688,142	37,871,806	6,816,336	59,315,204
Governmental Funds Revenues O/(U) Expenditures	\$ 14,590,598	\$ (5,205,811)	\$ (8,790,773)		\$ 594,014	\$ 9,036,923	\$ (8,442,909)	\$ (3,702,266)
UTILITY FUNDS								
REVENUE SUMMARY:								
Water/Sewer Fund	\$ 1,842,138	\$ 2,586,169	\$ 2,617,322		\$ 7,045,629	\$ 7,102,944	\$ (57,315)	\$ 10,823,487
Storm Water Fund	57,111	85,247	84,665		227,023	202,424	24,599	301,981
Other	93	107,789	582,372		690,254	855,618	(165,364)	980,859
Total Utility Funds Revenue	1,899,342	2,779,205	3,284,359		7,962,906	8,160,966	(198,060)	12,106,327
EXPENSES SUMMARY:								
General & Administrative	267,124	338,819	218,585		824,528	793,051	31,477	314,038
Water Expenses	664,188	1,429,032	1,143,300		3,236,520	3,497,652	(261,132)	4,240,952
Sewer Expenses	207,704	318,800	224,149		750,653	766,146	(15,493)	1,129,619
Storm Water Expenses	59,770	43,077	63,494		166,341	202,700	(36,359)	104,399
Debt Service & Related Fees	1,889	1,345,321	174,761		1,521,971	2,614	1,519,357	98,200
Operating Transfers	-	107,681	-		107,681	2,106,967	(1,999,286)	4,031,213
Other	66,144	82,538	134,730		283,412	340,270	(56,858)	1,335,190
Employee Benefits	33,385	9,487	9,818		52,690	56,731	(4,041)	63,876
Total Utility Funds Expenses	1,300,204	3,674,755	1,968,837		6,943,796	7,766,131	(822,335)	11,317,487
Utility Funds Revenues O/(U) Expenses	\$ 599,138	\$ (895,550)	\$ 1,315,522		\$ 1,019,110	\$ 394,835	\$ 624,255	\$ 788,840
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Capital Improvements Fund Revenue	\$ 378	\$ 474	\$ 601		\$ 1,453	\$ 607	\$ (846)	\$ 7,790,100
Total Capital Improvements Fund Revenue	\$ 378	\$ 474	\$ 601		\$ 1,453	\$ 607	\$ (846)	\$ 7,790,100
EXPENDITURE SUMMARY:								
General Government	918,229	1,320,623	654,892		2,893,744	1,743,590	1,150,154	3,384,486
Fire Department	-	-	157,000		157,000	-	157,000	-
Planning & Development	-	-	-		-	35,406	(35,406)	160,265
Street Maintenance	22,655	107,666	356,086		486,407	585,081	(98,674)	711,115
Storm Water	-	-	-		-	129,721	(129,721)	129,721
Park Maintenance	-	-	55,898		55,898	-	55,898	-
Recreation	-	-	48,762		48,762	-	48,762	-
Athletics & Aquatics	-	-	29,978		29,978	-	29,978	-
Building Maintenance	-	-	-		-	-	-	-
Drama	-	22,850	25,913		48,763	-	48,763	-
Library	-	22,850	25,913		48,763	-	48,763	-
Contingency	-	-	-		-	-	-	-
Total Capital Improvements Fund Expenditures	940,884	1,473,989	1,354,442		3,769,315	2,511,123	1,258,192	4,404,837
Capital Improvements Fund Revenues O/(U) Expenditures	\$ (940,506)	\$ (1,473,515)	\$ (1,353,841)		\$ (3,767,862)	\$ (2,510,516)	\$ (1,259,038)	\$ 3,385,263

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Prior Fiscal Year			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	FY18 YTD Actual	FY17 YTD Actual	Difference O/(U) Prior YTD	FY17 FYE Total
<u>FIDUCIARY FUNDS</u>								
REVENUE SUMMARY:								
LEPC Fund	\$ 23,936	\$ 28,374	\$ 58		\$ 52,368	\$ 74,173	\$ (21,805)	\$ 109,554
Senior Citizens Fund	308	386	489		1,183	494	689	775
Total Fiduciary Funds Revenue	24,244	28,760	547		53,551	74,667	(21,116)	110,329
EXPENDITURE SUMMARY:								
LEPC Fund	15,592	34,598	137,438		187,628	30,519	157,109	101,131
Senior Citizens Fund	-	-	-		-	-	-	-
Total Fiduciary Funds Expenditures	15,592	34,598	137,438		187,628	30,519	157,109	101,131
Fiduciary Funds Revenues O/(U) Expenditures	\$ 8,652	\$ (5,838)	\$ (136,891)		\$ (134,077)	\$ 44,148	\$ (178,225)	\$ 9,198
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 144,793	\$ 421,656	\$ 436,730		\$ 1,003,179	\$ 985,206	\$ 17,973	\$ 1,649,598
Fire Control Prevention and EMS District	158,869	433,139	452,177		1,044,185	961,495	82,690	1,640,721
Total Special Revenue Districts Revenue	303,662	854,795	888,907		2,047,364	1,946,701	100,663	3,290,319
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	332,722	187,696	388,868		909,286	2,228,917	(1,319,631)	805,405
Fire Control Prevention and EMS District	308,733	388,890	331,688		1,029,311	1,030,184	(873)	1,276,142
Total Special Revenue Districts Expenditures	641,455	576,586	720,556		1,938,597	3,259,101	(1,320,504)	2,081,547
Special Revenue Districts Revenues O/(U) Expenditures	\$ (337,793)	\$ 278,209	\$ 168,351		\$ 108,767	\$ (1,312,400)	\$ 1,421,167	\$ 1,208,772
<u>TYPE B CORPORATION</u>								
REVENUE SUMMARY:								
Deer Park Community Development Corporation	\$ 302,139	\$ 851,901	\$ 856,615		\$ 2,010,655	\$ 1,875,062	\$ 135,593	\$ 3,208,765
Total DPCDC Fund Revenue	302,139	851,901	856,615		2,010,655	1,875,062	135,593	3,208,765
EXPENDITURE SUMMARY:								
Deer Park Community Development Corporation	-	317,466	2,064,180		2,381,646	2,939,625	(557,979)	3,009,583
Total DPCDC Fund Expenditures	-	317,466	2,064,180		2,381,646	2,939,625	(557,979)	3,009,583
DPCDC Revenues O/(U) Expenditures	\$ 302,139	\$ 534,435	\$ (1,207,565)		\$ (370,991)	\$ (1,064,563)	\$ 693,572	\$ 199,182

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
GENERAL FUND								
REVENUE SUMMARY:								
Taxes	\$ 18,718,187	\$ 9,362,349	\$ 2,603,912		\$ 30,684,448	\$ 32,746,741	\$ 2,062,293	6.30%
Service Fees	211,516	339,049	332,144		882,709	1,215,000	332,291	27.35%
Fines	351,742	395,765	320,850		1,068,357	1,504,200	435,843	28.98%
Permits & Licenses	79,805	118,236	149,795		347,836	501,300	153,464	30.61%
User Fees	447,128	506,415	598,398		1,551,941	1,894,250	342,309	18.07%
Other	282,903	59,884	254,963		597,750	5,664,859	5,067,109	89.45%
Special Revenue	-	4,154	413		4,567	10,000	5,433	54.33%
Total Revenue	20,091,281	10,785,852	4,260,475		35,137,608	43,536,350	8,398,742	19.29%
EXPENDITURE SUMMARY:								
Mayor & Council	7,287	6,212	7,458		20,957	63,550	42,593	67.02%
City Manager	183,034	233,036	217,441		633,511	951,810	318,299	33.44%
Boards & Commissions	4,433	2,991	2,360		9,784	15,408	5,624	36.50%
Municipal Court	90,442	111,406	99,099		300,947	444,901	143,954	32.36%
General Government	648,256	745,131	543,062		1,936,449	4,990,305	3,053,856	61.20%
Legal Services	27,783	39,113	39,429		106,325	152,000	45,675	30.05%
Personnel	68,787	89,607	96,010		254,404	382,418	128,014	33.47%
IT Services	307,320	400,360	314,913		1,022,593	1,605,167	582,574	36.29%
Finance	135,317	173,885	149,321		458,523	687,220	228,697	33.28%
City Secretary	76,412	101,792	93,853		272,057	402,643	130,586	32.43%
Police	2,022,587	2,504,584	2,217,706		6,744,877	9,832,451	3,087,574	31.40%
Emergency Management	91,081	106,953	105,044		303,078	460,660	157,582	34.21%
Fire Department	79,810	163,574	181,706		425,090	659,608	234,518	35.55%
Ambulance Services	257,898	353,647	312,270		923,815	1,340,986	417,171	31.11%
Fire Marshal	38,585	34,109	44,117		116,811	157,653	40,842	25.91%
Central Warehouse	16,212	19,385	17,899		53,496	77,954	24,458	31.37%
Planning & Development	350,951	432,972	480,529		1,264,452	1,959,794	695,342	35.48%
Sanitation	865,108	1,093,651	925,983		2,884,742	4,207,065	1,322,323	31.43%
Street Maintenance	232,095	315,328	244,069		791,492	1,926,225	1,134,733	58.91%
Fleet Maintenance	104,334	120,234	175,108		399,676	744,177	344,501	46.29%
Humane Services	56,147	68,444	64,403		188,994	263,072	74,078	28.16%
Beautification	6,865	-	-		6,865	45,000	38,135	84.74%
Park Maintenance	368,425	530,573	508,912		1,407,910	2,716,249	1,308,339	48.17%
Recreation	307,355	395,728	314,051		1,017,134	1,614,593	597,459	37.00%
Athletics & Aquatics	122,721	174,240	269,173		566,134	875,642	309,508	35.35%
Building Maintenance	125,456	173,547	152,020		451,023	667,180	216,157	32.40%
Senior Services	90,386	148,012	114,856		353,254	564,077	210,823	37.37%
After School Program	70,630	74,508	76,066		221,204	401,988	180,784	44.97%
Drama	92,971	103,699	102,245		298,915	503,232	204,317	40.60%
Library	215,294	274,434	235,249		724,977	1,150,882	425,905	37.01%
Employee Benefits	-	-	-		-	-	-	*
Operating Transfer to Golf Course Lease	-	-	-		-	106,000	106,000	100.00%
Operating Transfer to Capital Improvement Fund	-	-	-		-	3,566,440	3,566,440	100.00%
Total Expenditures	7,063,982	8,991,155	8,104,352		24,159,489	43,536,350	19,376,861	44.51%
General Fund Revenues O/(U) Expenditures	\$ 13,027,299	\$ 1,794,697	\$ (3,843,877)		\$ 10,978,119	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 37,104,658	\$ 50,131,957	\$ 51,926,654	\$ 37,104,658
Revenues Over/(Under) Expenditures	13,027,299	1,794,697	(3,843,877)	10,978,119
Ending Fund Balance	\$ 50,131,957	\$ 51,926,654	\$ 48,082,777	\$ 48,082,777

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
DEBT SERVICE FUND								
REVENUE SUMMARY:								
Taxes	\$ 2,529,975	\$ 2,173,152	\$ 90,372		\$ 4,793,499	\$ 4,539,566	\$ (253,933)	**
Other	36,100	44,851	2,007,268		2,088,219	2,479,362	391,143	15.78%
Total Revenue	2,566,075	2,218,003	2,097,640		6,881,718	7,018,928	137,210	1.95%
EXPENDITURE SUMMARY:								
Paying Agent Fees/Escrow Payment/Issuance Costs	861	3,392	-		4,253	100,000	95,747	95.75%
Principal Payments	-	4,984,425	(77,401)		4,907,024	5,240,425	333,401	6.36%
Interest Payments	-	854,891	(97,360)		757,531	1,678,503	920,972	54.87%
Total Expenditures	861	5,842,708	(174,761)		5,668,808	7,018,928	1,350,120	19.24%
Debt Service Fund Revenues O/(U) Expenditures	\$ 2,565,214	\$ (3,624,705)	\$ 2,272,401		\$ 1,212,910	\$ -		
<hr/>								
FUND BALANCE								
Beginning Fund Balance	\$ 4,634,051	\$ 7,199,265	\$ 3,574,560		\$ 4,634,051			
Revenues Over/(Under) Expenditures	2,565,214	(3,624,705)	2,272,401		1,212,910			
Ending Fund Balance	\$ 7,199,265	\$ 3,574,560	\$ 5,846,961		\$ 5,846,961			

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	YTD 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
GOLF COURSE LEASE FUND								
REVENUE SUMMARY:								
User Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other Revenue	-	-	1,480	1,480	1,480	106,000	104,520	98.60%
Restricted Revenue	-	5,949	36,590	42,539	42,539	70,000	27,461	39.23%
Total Revenue	-	5,949	38,070	44,019	44,019	176,000	131,981	74.99%
EXPENDITURE SUMMARY:								
Operating Expenditures	20,621	40,885	11,251	72,757	72,757	120,000	47,243	39.37%
Capital Expenditures	-	34,876	25,912	60,788	60,788	56,000	(4,788)	**
Total Expenditures	20,621	75,761	37,163	133,545	133,545	176,000	42,455	24.12%
Golf Course Lease Fund Revenues O/(U)								
Expenditures	\$ (20,621)	\$ (69,812)	\$ 907	\$ (89,526)	\$ (89,526)	\$ -		
FUND BALANCE								
Beginning Fund Balance	\$ 141,289	\$ 120,668	\$ 50,856	\$ 141,289	\$ 141,289			
Revenues Over/(Under) Expenditures	(20,621)	(69,812)	907	(89,526)	(89,526)			
Ending Fund Balance	\$ 120,668	\$ 50,856	\$ 51,763	\$ 51,763	\$ 51,763			

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
SPECIAL REVENUE FUNDS								
REVENUE SUMMARY:								
Hotel Occupancy Tax Fund	\$ -	\$ 170,490	\$ 177,972		\$ 348,462	\$ 1,075,982	\$ 727,520	67.61%
Police Forfeiture Fund	11,144	1,746	7,116		20,006	14,403	(5,603)	**
Other	5,403	32,384	26,188		63,975	-	(63,975)	*
Municipal Court Fund	51,955	53,043	51,776		156,774	359,810	203,036	56.43%
Disaster Declarations	-	-	-		-	-	-	*
Grant Fund	-	-	-		-	529,585	529,585	100.00%
Street Assessment Fund	206	259	328		793	-	(793)	*
East Blvd Fund	74	93	117		284	-	(284)	*
Chapter 380	-	-	-		-	-	-	*
Total Revenue	68,782	258,015	263,497		590,294	1,979,780	1,389,486	70.18%
EXPENDITURE SUMMARY:								
Hotel Occupancy Tax Fund	138,031	50,117	62,260		250,408	1,075,982	825,574	76.73%
Police Forfeiture Fund	5,983	3,244	4,654		13,881	14,403	522	3.62%
Other	24,042	37,064	157,740		218,846	-	-	*
Municipal Court Fund	52,736	39,660	49,662		142,058	355,748	213,690	60.07%
Disaster Declarations	42,885	4,828	-		47,713	-	-	*
Grant Fund	25,229	23,180	-		48,409	529,585	481,176	90.86%
Street Assessment Fund	-	-	-		-	-	-	*
East Blvd Fund	74	93	117		-	-	-	*
Chapter 380	-	-	-		284	-	1	*
Total Expenditures	288,980	158,186	274,433		721,599	1,975,718	1,520,963	76.98%
Special Revenue Funds Revenues O/(U) Expenditures	\$ (220,198)	\$ 99,829	\$ (10,936)		\$ (131,305)	\$ 4,062		

FUND BALANCE

Beginning Fund Balance	\$ 1,326,456	\$ 1,106,258	\$ 1,206,087	\$ 1,326,456
Revenues Over/(Under) Expenditures	(220,198)	99,829	(10,936)	(131,305)
Ending Fund Balance	\$ 1,106,258	\$ 1,206,087	\$ 1,195,151	\$ 1,195,151

Ending Fund Balance by Fund:

11 - Hotel Occupancy Tax Fund	\$ 867,072	\$ 987,444	\$ 1,103,157	\$ 1,103,157
12 - Police Forfeiture Fund	33,855	32,357	34,818	34,818
14 - Other	605,073	600,393	468,841	468,841
19 - Municipal Court Fund	241,698	255,081	257,195	257,195
21 - Hurricane Ike	-	-	-	-
22 - Disaster Declarations	(766,404)	(771,232)	(771,232)	(771,232)
24 - Grant Fund	2,575	(20,604)	(20,604)	(20,604)
30 - Street Assessment Fund	95,413	95,672	96,000	96,000
38 - East Blvd Fund	26,976	26,976	26,976	26,976
86 - Chapter 380	-	-	-	-
Total Special Revenue Funds	\$ 1,106,258	\$ 1,206,087	\$ 1,195,151	\$ 1,195,151

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
CAPITAL IMPROVEMENT BOND FUNDS								
REVENUE SUMMARY:								
CIBF 2005	\$ 881	\$ 1,105	\$ 1,399		\$ 3,385	\$ -	\$ (3,385)	*
CIBF 2007	5,047	6,323	7,663		19,033	-	(19,033)	*
CIBF 2010	4,644	5,819	4,827		15,290	-	(15,290)	*
CIBF 2011	1,851	2,318	209,389		213,558	-	(213,558)	*
CIBF 2012	6,252	7,833	214,329		228,414	-	(228,414)	*
CIBF 2013	1,064	1,312	251,928		254,304	-	(254,304)	*
CIBF 2014 (CO)	4,860	5,997	348,918		359,775	-	(359,775)	*
CIBF 2014 (GO)	125	155	196		476	-	(476)	*
CIBF 2015	20,005	24,687	30,116		74,808	-	(74,808)	*
CIBF 2015-A	14,283	17,627	344,701		376,611	-	(376,611)	*
CIBF 2016 & 2017 (DPCDC)	23,765	344,866	143,567		512,198	-	(512,198)	*
CIBF 2016-A	19,844	24,490	312,219		356,553	-	(356,553)	*
CIBF 2017-A	4,581	17,742	191,789		214,112	-	(214,112)	*
Total Revenue	107,202	460,274	2,061,041		2,628,517	-	(2,628,517)	*
EXPENDITURE SUMMARY:								
CIBF 2005	881	1,105	1,399		3,385	-	(3,385)	*
CIBF 2007	19,883	59,015	304,632		383,530	-	(383,530)	*
CIBF 2010	204,644	5,819	1,782,167		1,992,630	-	(1,992,630)	*
CIBF 2011	-	310,650	70,300		380,950	-	(380,950)	*
CIBF 2012	-	1,982,956	331,234		2,314,190	-	(2,314,190)	*
CIBF 2013	-	47,850	274,400		322,250	-	(322,250)	*
CIBF 2014 (CO)	6,970	-	1,917,373		1,924,343	-	(1,924,343)	*
CIBF 2014 (GO)	125	155	196		476	-	(476)	*
CIBF 2015	203,365	476,181	257,672		937,218	-	(937,218)	*
CIBF 2015-A	19,405	4,633	102,412		126,450	-	(126,450)	*
CIBF 2016 & 2017 (DPCDC)	275,684	666,794	3,153,877		4,096,355	-	(4,096,355)	*
CIBF 2016-A	18,380	234,828	106,663		359,871	-	(359,871)	*
CIBF 2017-A	118,961	76,108	967,984		1,163,053	-	(1,163,053)	*
Total Expenditures	868,298	3,866,094	9,270,309		14,004,701	-	(14,004,701)	*
CIBF Revenues O/(U) Expenditures	\$ (761,096)	\$ (3,405,820)	\$ (7,209,268)		\$ (11,376,184)	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 20,764,290	\$ 20,003,194	\$ 16,597,374	\$ 20,764,290
Revenues Over/(Under) Expenditures	(761,096)	(3,405,820)	(7,209,268)	(11,376,184)
Ending Fund Balance	\$ 20,003,194	\$ 16,597,374	\$ 9,388,106	\$ 9,388,106

Ending Fund Balance by Fund:

23 - Series 2016 & 2017 (DPCDC)	\$ 8,229,321	\$ 7,907,393	\$ 4,897,083	\$ 4,897,083
26 - Series 2015	6,874,482	6,422,989	6,195,432	6,195,432
27 - Series 2014 GO	-	-	-	-
28 - Series 2013	(173,978)	(220,516)	(242,988)	(242,988)
29 - Series 2012	118,475	(1,856,649)	(1,973,553)	(1,973,553)
32 - Series 2010	2,384,951	2,384,951	607,612	607,612
34 - Series 2007	1,704,340	1,651,648	1,354,679	1,354,679
35 - Series 2005	321,268	321,268	321,268	321,268
39 - Series 2011	274,532	(33,800)	105,289	105,289
48 - Series 2014 CO	129,401	135,398	(1,433,057)	(1,433,057)
49 - Series 2015-A	171,367	184,362	426,650	426,650
51 - Series 2016-A	83,414	(126,925)	78,632	78,632
52 - Series 2017-A	(114,379)	(172,745)	(948,941)	(948,941)
Total CIBF	\$ 20,003,194	\$ 16,597,374	\$ 9,388,106	\$ 9,388,106

* Line item not budgeted.
** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>WATER/SEWER FUND</u>								
REVENUE SUMMARY:								
Service Fees	\$ 1,822,749	\$ 2,569,514	\$ 2,592,702		\$ 6,984,965	\$ 10,821,161	\$ 3,836,196	35.45%
Permits & Licenses	6,647	9,841	15,507		31,995	75,000	43,005	57.34%
Other	12,742	6,814	9,113		28,669	274,305	245,636	89.55%
Total Revenue	1,842,138	2,586,169	2,617,322		7,045,629	11,170,466	4,124,837	36.93%
EXPENDITURE SUMMARY:								
Public Works Administration	156,615	156,530	55,803		368,948	414,365	45,417	10.96%
Water Maintenance	255,206	589,731	310,938		1,155,875	2,120,463	964,588	45.49%
Central Collections	110,509	182,289	162,782		455,580	678,876	223,296	32.89%
Meter Readers	66,087	78,288	71,467		215,842	327,426	111,584	34.08%
Wastewater Treatment	207,704	318,800	224,149		750,653	1,433,972	683,319	47.65%
Water Treatment Plant	408,982	839,301	832,362		2,080,645	3,829,371	1,748,726	45.67%
Employee Benefits	33,385	9,487	9,818		52,690	90,430	37,740	41.73%
Paying Agent Fees	1,889	299	-		2,188	6,500	4,312	66.34%
Principal Payments	-	954,540	168,436		1,122,976	1,289,575	166,599	12.92%
Interest Expense	-	390,482	6,325		396,807	880,067	483,260	54.91%
Transfer to Debt Service Fund	-	-	-		-	-	-	-
Transfer to General Fund	-	-	-		-	-	-	-
Transfer to Funds 46 & 47	-	107,681	-		107,681	99,421	(8,260)	**
Total Expenditures	1,240,377	3,627,428	1,842,080		6,709,885	11,170,466	4,460,581	39.93%
Water/Sewer Fund Revenues O/(U) Expenditures	\$ 601,761	\$ (1,041,259)	\$ 775,242		\$ 335,744	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 21,245,441	\$ 21,847,202	\$ 20,805,943	\$ 21,245,441
Revenues Over/(Under) Expenditures	601,761	(1,041,259)	775,242	335,744
Ending Fund Balance	\$ 21,847,202	\$ 20,805,943	\$ 21,581,185	\$ 21,581,185

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
OTHER UTILITY FUNDS								
REVENUE SUMMARY:								
TWDB Series 2002	\$ 17	\$ 107,693	\$ 17,732		\$ 125,442	\$ -	\$ (125,442)	*
Wastewater/Sanitary Sewer - Series 2002	76	96	564,640		564,812	-	(564,812)	*
Storm Water Utility Fund	57,111	85,247	84,665		227,023	337,500	110,477	32.73%
Total Revenue	57,204	193,036	667,037		917,277	337,500	(579,777)	**
EXPENDITURE SUMMARY:								
TWDB Series 2002	-	4,250	20,682		24,932	-	(24,932)	*
Wastewater/Sanitary Sewer - Series 2002	57	-	42,581		42,638	-	(42,638)	*
Storm Water Utility Fund	59,770	43,077	63,494		166,341	337,500	171,159	50.71%
Total Expenditures	59,827	47,327	126,757		233,911	337,500	103,589	30.69%
Other Utility Funds Revenues O/(U) Expenditures	\$ (2,623)	\$ 145,709	\$ 540,280		\$ 683,366	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 3,861,275	\$ 3,858,652	\$ 4,004,361	\$ 3,861,275
Revenues Over/(Under) Expenditures	(2,623)	145,709	540,280	683,366
Ending Fund Balance	\$ 3,858,652	\$ 4,004,361	\$ 4,544,641	\$ 4,544,641

Ending Fund Balance by Fund:

25 - Storm Water Utility Fund	\$ (15,320)	\$ 26,850	\$ 48,021	\$ 48,021
43 - 2000 Sewer Rehab	511,088	511,088	511,088	511,088
46 - 2002 TWDB	2,175,251	2,278,694	2,275,744	2,275,744
47 - 2002 WW SS	1,187,633	1,187,729	1,709,788	1,709,788
	\$ 3,858,652	\$ 4,004,361	\$ 4,544,641	\$ 4,544,641

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Other	\$ 378	\$ 474	\$ 601		\$ 1,453	\$ 7,168,148	\$ 7,166,695	99.98%
Total Revenue	378	474	601		1,453	7,168,148	7,166,695	99.98%
EXPENDITURE SUMMARY:								
General Government	918,229	1,320,623	654,892		2,893,744	3,622,440	728,696	20.12%
Fire Department	-	-	157,000		157,000	157,000	-	**
Planning & Development	-	-	-		-	-	-	*
Street Maintenance	22,655	107,666	356,086		486,407	1,933,813	1,447,406	74.85%
Storm Water	-	-	-		-	-	-	*
Park Maintenance	-	-	55,898		55,898	861,895	805,997	93.51%
Recreation	-	-	48,762		48,762	56,000	7,238	12.93%
Athletics & Aquatics	-	-	29,978		29,978	125,000	95,022	76.02%
Building Maintenance	-	-	-		-	200,000	200,000	100.00%
Drama	-	22,850	25,913		48,763	56,000	7,237	12.92%
Library	-	22,850	25,913		48,763	56,000	7,237	12.92%
Contingency	-	-	-		-	100,000	100,000	100.00%
Total Expenditures	940,884	1,473,989	1,354,442		3,769,315	7,168,148	3,398,833	47.42%
Capital Improvements Fund Revenues O(U) Expenditures	\$ (940,506)	\$ (1,473,515)	\$ (1,353,841)		\$ (3,767,862)	\$ -		
FUND BALANCE								
Beginning Fund Balance	\$ 8,114,128	\$ 7,173,622	\$ 5,700,107		\$ 8,114,128			
Revenues Over/(Under) Expenditures	(940,506)	(1,473,515)	(1,353,841)		(3,767,862)			
Ending Fund Balance	\$ 7,173,622	\$ 5,700,107	\$ 4,346,266		\$ 4,346,266			

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
DETAIL OF CAPITAL IMPROVEMENTS FUND EXPENDITURES
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2017</u>	<u>Qtr 2</u> <u>1/0/1900</u>	<u>Qtr 3</u> <u>6/30/2018</u>	<u>Qtr 4</u> <u>9/30/2018</u>	<u>YTD</u> <u>Actual</u>	<u>Amended</u> <u>Budget</u>	<u>Remaining</u> <u>Budget</u>	<u>Remaining</u> <u>Budget %</u>
<u>General Government</u>								
New City Hall	\$ 918,229	\$ 1,255,480	\$ 651,258		\$ 2,824,967	\$ 3,122,440	\$ 297,473	9.53%
New City Hall - Furniture	-	65,142	3,635		68,777	500,000	431,223	86.24%
<u>Fire Department</u>								
Roof Replacement - Fire Station #1	-	-	157,000		157,000	157,000	-	0.00%
<u>Street Maintenance</u>								
Street Replacement Program	20,535	7,273	203,090		230,898	1,633,813	1,402,915	85.87%
Sidewalks	2,120	100,394	152,995		255,509	300,000	44,491	14.83%
<u>Park Maintenance</u>								
Shade Structure at Bayou Bend Park	-	-	-		-	100,000	100,000	100.00%
Repave Pony Field Parking Lot (P-Street)	-	-	-		-	100,000	100,000	100.00%
Girl's Softball Renovations	-	-	-		-	449,631	449,631	100.00%
Soccer Field Development	-	-	-		-	107,197	107,197	100.00%
Dow Park Pavilion & Improvements	-	-	55,898		55,898	105,067	49,169	46.80%
<u>Recreation</u>								
Replace Marquee Sign - Community Center	-	-	48,762		48,762	56,000	7,238	12.93%
<u>Athletics & Aquatics</u>								
New Slide Structure	-	-	29,978		29,978	125,000	95,022	76.02%
<u>Building Maintenance</u>								
Restore Roof - Community Center	-	-	-		-	200,000	200,000	100.00%
<u>Drama</u>								
Replace Marquee Sign - Court & Theater Building	-	22,850	25,913		48,763	56,000	7,237	12.92%
<u>Library</u>								
Replace Marquee Sign - Library	-	22,850	25,913		48,763	56,000	7,237	12.92%
<u>Contingency</u>								
Unallocated funds	-	-	-		-	100,000	100,000	100.00%
Total Expenditures	\$ 940,884	\$ 1,473,989	\$ 1,354,442		\$ 3,769,315	\$ 7,168,148	\$ 3,398,833	47.42%

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
FIDUCIARY FUNDS								
REVENUE SUMMARY:								
LEPC Fund	\$ 23,936	\$ 28,374	\$ 58		\$ 52,368	\$ -	\$ (52,368)	*
Senior Citizens Fund	308	386	489		1,183	-	(1,183)	*
Total Revenue	<u>24,244</u>	<u>28,760</u>	<u>547</u>		<u>53,551</u>	<u>-</u>	<u>(53,551)</u>	*
EXPENDITURE SUMMARY:								
LEPC Fund	15,592	34,598	137,438		187,628	-	(187,628)	*
Senior Citizens Fund	-	-	-		-	-	-	*
Total Expenditures	<u>15,592</u>	<u>34,598</u>	<u>137,438</u>		<u>187,628</u>	<u>-</u>	<u>(187,628)</u>	*
Fiduciary Funds Revenues O/(U) Expenditures	<u>\$ 8,652</u>	<u>\$ (5,838)</u>	<u>\$ (136,891)</u>		<u>\$ (134,077)</u>	<u>\$ -</u>		

FUND BALANCE

Beginning Fund Balance - LEPC Fund	\$ 135,308	\$ 143,652	\$ 137,428	\$ 135,308
Revenues Over/(Under) Expenditures	8,344	(6,224)	(137,380)	(135,260)
Ending Fund Balance - LEPC Fund	<u>\$ 143,652</u>	<u>\$ 137,428</u>	<u>\$ 48</u>	<u>\$ 48</u>
Beginning Fund Balance - Senior Citizens Fund	\$ 113,104	\$ 113,412	\$ 113,798	\$ 113,104
Revenues Over/(Under) Expenditures	308	386	489	1,183
Ending Fund Balance - Senior Citizens Fund	<u>\$ 113,412</u>	<u>\$ 113,798</u>	<u>\$ 114,287</u>	<u>\$ 114,287</u>

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 144,793	\$ 421,656	\$ 436,730		\$ 1,003,179	\$ 2,042,096	\$ 1,038,917	50.88%
Fire Control Prevention and EMS District	158,869	433,139	452,177		1,044,185	3,810,343	2,766,158	72.60%
Total Revenue	303,662	854,795	888,907		2,047,364	5,852,439	3,805,075	65.02%
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	332,722	187,696	388,868		909,286	2,042,096	1,132,810	55.47%
Fire Control Prevention and EMS District	308,733	388,890	331,688		1,029,311	3,810,343	2,781,032	72.99%
Total Expenditures	641,455	576,586	720,556		1,938,597	5,852,439	3,913,842	66.88%
Special Revenue Districts Revenues O/(U) Expenditures	\$ (337,793)	\$ 278,209	\$ 168,351		\$ 108,767	\$ -		

FUND BALANCE

Beginning Fund Balance - CCPD	\$ 4,393,534	\$ 4,205,605	\$ 4,439,565	\$ 4,393,534
Revenues Over/(Under) Expenditures	(187,929)	233,960	47,862	93,893
Ending Fund Balance - CCPD	\$ 4,205,605	\$ 4,439,565	\$ 4,487,427	\$ 4,487,427
Beginning Fund Balance - FCPEMSD	\$ 3,110,284	\$ 2,960,420	\$ 3,004,669	\$ 3,110,284
Revenues Over/(Under) Expenditures	(149,864)	44,249	120,489	14,874
Ending Fund Balance - FCPEMSD	\$ 2,960,420	\$ 3,004,669	\$ 3,125,158	\$ 3,125,158

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
DEER PARK COMMUNITY DEVELOPMENT CORPORATION								
REVENUE SUMMARY:								
Taxes	\$ 301,832	\$ 851,596	\$ 856,383		\$ 2,009,811	\$ 2,700,000	\$ 690,189	25.56%
Other	307	305	232		844	900	56	6.22%
Total Revenue	302,139	851,901	856,615		2,010,655	2,700,900	690,245	25.56%
EXPENDITURE SUMMARY:								
Operating Expenditures	-	2,000	-		2,000	306,538	304,538	99.35%
Transfer to Debt Service Fund	-	315,466	2,064,180		2,379,646	2,394,362	14,716	0.61%
Total Expenditures	-	317,466	2,064,180		2,381,646	2,700,900	319,254	11.82%
Golf Course Lease Fund Revenues O/(U) Expenditures	\$ 302,139	\$ 534,435	\$ (1,207,565)		\$ (370,991)	\$ -		
<hr/>								
FUND BALANCE								
Beginning Fund Balance	\$ 3,241,872	\$ 3,544,011	\$ 4,078,446		\$ 3,241,872			
Revenues Over/(Under) Expenditures	302,139	534,435	(1,207,565)		(370,991)			
Ending Fund Balance	\$ 3,544,011	\$ 4,078,446	\$ 2,870,881		\$ 2,870,881			

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY OF AD VALOREM (PROPERTY) TAX
FISCAL YEAR 2016 - FISCAL YEAR 2018**

Fiscal Month	FY 2016		FY 2017		FY 2018	
	<u>Ad Valorem *</u>	<u>Industrial</u>	<u>Ad Valorem *</u>	<u>Industrial</u>	<u>Ad Valorem *</u>	<u>Industrial</u>
Oct	\$ 23,462	\$ -	\$ 348,751	\$ -	\$ 471,868	\$ -
Nov	968,115	-	1,044,652	112,192	1,254,064	31,839
Dec	6,913,356	13,178,476	7,111,516	12,804,889	8,048,053	10,423,927
Jan	6,399,747	260,783	7,688,458	65,586	6,722,377	809,817
Feb	1,332,727	213,330	1,067,393	65,825	1,384,431	37,478
Mar	283,338	(14,501)	422,982	6,032	356,288	-
Apr	99,882	(9,966)	138,187	2,393	152,842	2,887
May	205,323	-	188,096	1,679	116,603	4,469
Jun	110,979	-	63,231	-	112,912	5,781
Jul	50,116	-	39,116	-	-	-
Aug	32,164	-	15,318	-	-	-
Sep	25,100	-	(226,111)	-	-	-
Total	<u>\$ 16,444,309</u>	<u>\$ 13,628,122</u>	<u>\$ 17,901,589</u>	<u>\$ 13,058,596</u>	<u>\$ 18,619,438</u>	<u>\$ 11,316,198</u>
YTD	<u>\$ 16,336,929</u>	<u>\$ 13,628,122</u>	<u>\$ 18,073,266</u>	<u>\$ 13,058,596</u>	<u>\$ 18,619,438</u>	<u>\$ 11,316,198</u>
% of Budget	105.17%	106.48%	102.85%	113.27%	102.79%	99.95%
Budget	\$ 15,533,821	\$ 12,798,700	\$ 17,572,173	\$ 11,528,238	\$ 18,114,583	\$ 11,321,524
% of Budget	105.86%	106.48%	101.87%	113.27%	102.79%	99.95%
<u>Tax Rate:</u>	<u>\$ 0.714352</u>	/ \$100 valuation	<u>\$ 0.720000</u>	/ \$100 valuation	<u>\$ 0.720000</u>	/ \$100 valuation
General	\$ 0.515711	/ \$100 valuation	\$ 0.519943	/ \$100 valuation	\$ 0.533514	/ \$100 valuation
Debt Service	\$ 0.198641	/ \$100 valuation	\$ 0.200057	/ \$100 valuation	\$ 0.186486	/ \$100 valuation

* Includes delinquent taxes and penalties and interest for the General and Debt Service Funds.

**CITY OF DEER PARK
SUMMARY OF SALES & MIXED BEVERAGE TAX
FISCAL YEAR 2016 - FISCAL YEAR 2018**

Payment		City of Deer Park			CCPD			FCPEMSD		
Received	Collected	FY 2016	FY 2017	FY 2018	FY 2016	FY 2017	FY 2018	FY 2016	FY 2017	FY 2018
Oct	Aug	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov	Sep	671	681	737	-	-	-	-	-	-
Dec	Oct	516,217	521,199	602,950	130,669	144,618	144,488	129,317	143,495	158,447
Jan	Nov	484,135	512,669	584,456	130,882	129,899	144,324	130,051	129,091	151,916
Feb	Dec	571,825	657,915	666,769	141,347	164,199	164,040	140,670	164,826	166,067
Mar	Jan	475,306	415,192	453,779	121,029	103,194	113,103	120,327	104,229	114,881
Apr	Feb	518,740	474,902	603,046	128,215	118,942	162,427	127,669	121,077	171,509
May	Mar	573,297	694,899	604,228	142,314	168,850	148,331	141,788	171,752	155,168
Jun	Apr	553,393	475,515	508,044	138,995	120,859	125,780	137,732	125,816	125,249
Jul	May	573,882	571,967		146,670	137,048		145,729	138,851	
Aug	Jun	722,409	539,270		192,621	133,257		191,471	139,741	
Sep	Jul	1,563,678	1,561,136		415,998	387,025		409,516	400,241	
Total		<u>\$ 6,553,553</u>	<u>\$ 6,425,345</u>	<u>\$ 4,024,009</u>	<u>\$ 1,688,740</u>	<u>\$ 1,607,891</u>	<u>\$ 1,002,493</u>	<u>\$ 1,674,270</u>	<u>\$ 1,639,119</u>	<u>\$ 1,043,237</u>
YTD		<u>\$ 3,693,584</u>	<u>\$ 3,752,972</u>	<u>\$ 4,024,009</u>	<u>\$ 933,451</u>	<u>\$ 950,561</u>	<u>\$ 1,002,493</u>	<u>\$ 927,554</u>	<u>\$ 960,286</u>	<u>\$ 1,043,237</u>
% of Budget		65.96%	64.71%	68.79%	74.08%	72.01%	73.35%	73.62%	72.75%	76.33%
Budget		\$ 5,600,000	\$ 5,800,000	\$ 5,850,000	\$ 1,260,000	\$ 1,320,000	\$ 1,366,800	\$ 1,260,000	\$ 1,320,000	\$ 1,366,800
% of Budget		117.03%	110.78%	68.79%	134.03%	121.81%	73.35%	132.88%	124.18%	76.33%

Payment		DPCDC		
Received	Collected	FY 2016	FY 2017	FY 2018
Oct	Aug	\$ -	\$ -	\$ -
Nov	Sep	324	329	356
Dec	Oct	258,098	260,600	301,475
Jan	Nov	241,165	255,458	291,347
Feb	Dec	285,901	328,946	333,372
Mar	Jan	237,642	207,584	226,877
Apr	Feb	257,999	236,160	300,273
May	Mar	286,637	347,438	302,101
Jun	Apr	276,685	237,745	254,009
Jul	May	285,222	284,163	
Aug	Jun	361,193	269,622	
Sep	Jul	780,916	779,680	
Total		<u>\$ 3,271,782</u>	<u>\$ 3,207,725</u>	<u>\$ 2,009,810</u>
YTD		<u>\$ 1,844,451</u>	<u>\$ 1,874,260</u>	<u>\$ 2,009,810</u>
% of Budget		80.19%	78.09%	74.44%
Budget		\$ 2,300,000	\$ 2,400,000	\$ 2,700,000
% of Budget		142.25%	133.66%	74.44%

The following is an approximation of sales tax revenue by category based on a 15-year average from 2002-2016. This represents the most recent data available for the City and provides a relative scale for the source of the City's sales tax revenue.

Retail	33.77%
Wholesale	17.08%
Manufacturing	14.70%
Accommodation/Food Service	10.79%
Construction	8.32%
Real Estate/Rental/Leasing	6.64%
All Other	8.70%

**CITY OF DEER PARK
SUMMARY OF FRANCHISE TAXES
FISCAL YEAR 2016 - FISCAL YEAR 2018**

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
Oct	\$ 185,304	\$ 97,905	\$ 100,369
Nov	8,102	101,486	103,012
Dec	189,587	191,582	200,022
Jan	83,095	66,588	45,804
Feb	261,162	271,448	271,515
Mar	95,748	191,961	195,030
Apr	259,264	56,521	46,304
May	200,441	291,241	319,161
Jun	108,489	207,791	209,573
Jul	168,060	50,683	
Aug	258,628	265,450	
Sep	311,173	302,882	
Total	<u>\$ 2,129,053</u>	<u>\$ 2,095,518</u>	<u>\$ 1,490,790</u>
YTD	<u>\$ 1,391,192</u>	<u>\$ 1,476,503</u>	<u>\$ 1,490,790</u>
% of Budget	63.24%	72.02%	76.45%
Budget	<u>\$ 2,200,000</u>	<u>\$ 2,050,000</u>	<u>\$ 1,950,000</u>
% of Budget	96.78%	102.22%	76.45%

Franchise taxes represent fees to use the public right-of-way for a private purpose.

**CITY OF DEER PARK
SUMMARY OF DEBT SERVICE PAYMENTS BY TYPE
FISCAL YEAR 2018**

<u>Series</u>	<u>Original Issuance</u>	<u>Debt Outstanding</u>	<u>Fiscal Year Debt Service Payments</u>			
			<u>Principal</u>	<u>Interest 3/15</u>	<u>Interest 9/15</u>	<u>Total</u>
2007 GO Bonds	\$ 7,465,000	\$ 320,000 *	\$ 320,000.00	\$ 6,080.00	\$ -	\$ 326,080.00
2007 Certificates of Obligation	2,300,000	105,000 *	105,000.00	2,231.25	-	107,231.25
2010 Certificates of Obligation	7,805,000	6,070,000	400,000.00	134,487.50	125,487.50	659,975.00
2010 GO & GO Refunding Bonds	6,295,000	2,020,000	545,000.00	44,475.00	32,212.50	621,687.50
2011 Certificates of Obligation	3,390,000	2,900,000	155,000.00	52,300.00	50,362.50	257,662.50
2011 GO Refunding Bonds	3,490,000	1,760,000	305,000.00	24,875.00	21,062.50	350,937.50
2012 Certificates of Obligation	4,725,000	4,450,000	150,000.00	57,476.25	55,976.25	263,452.50
2012 GO Refunding Bonds	4,510,000	3,845,000	590,000.00	45,275.00	39,375.00	674,650.00
2013 Certificates of Obligation	6,925,000	6,765,000	140,000.00	110,400.00	108,650.00	359,050.00
2014 Certificates of Obligation	6,275,000	6,025,000	235,000.00	108,112.50	104,587.50	447,700.00
2014 GO & GO Refunding Bonds	2,920,000	2,800,000	40,000.00	44,537.50	43,937.50	128,475.00
2015 Certificates of Obligation	7,310,000	5,995,000	680,000.00	86,625.00	79,825.00	846,450.00
2015-A Certificates of Obligation	7,110,000	6,810,000	220,000.00	102,412.50	100,212.50	422,625.00
2016 Certificates of Obligation	9,450,000	7,430,000	1,780,000.00	59,068.50	44,917.50	1,883,986.00
2016 Limited Tax Refunding	6,260,000	6,260,000	-	103,762.50	103,762.50	207,525.00
2016-A Certificates of Obligation	6,885,000	6,715,000	175,000.00	106,662.50	104,912.50	386,575.00
2017 Certificates of Obligation	2,700,000	2,700,000	60,000.00	25,515.00	24,948.00	110,463.00
2017-A Certificates of Obligation	5,150,000	5,150,000	130,000.00	40,041.67	70,775.00	240,816.67
Total General Obligation Debt		\$ 78,120,000	\$ 6,030,000.00	\$ 1,154,337.67	\$ 1,111,004.25	\$ 8,295,341.92

<u>Series</u>	<u>Original Issuance</u>	<u>Debt Outstanding</u>	<u>Fiscal Year Debt Service Payments</u>			
			<u>Principal</u>	<u>Interest 3/1</u>	<u>Interest 9/1</u>	<u>Total</u>
2002 Revenue Bonds	\$ 5,000,000	\$ 250,000	\$ 250,000.00	\$ 4,250.00	\$ -	\$ 254,250.00
Total Revenue Bonds		\$ 250,000	\$ 250,000.00	\$ 4,250.00	\$ -	\$ 254,250.00

* \$5,040,000 and \$1,440,000 of these Bonds and Certificates, respectively, for the years 2019-2027 were defeased by the Series 2016, Limited Tax Refunding and were called on 3/15/17.

**CITY OF DEER PARK
SUMMARY OF DEBT SERVICE PAYMENTS
FISCAL YEAR 2018**

<u>Series</u>	<u>Original</u>	<u>Debt</u>	<u>Fiscal Year Debt Service Payments</u>			
	<u>Issuance</u>	<u>Outstanding</u>	<u>Principal</u>	<u>Interest - Mar</u>	<u>Interest - Sep</u>	<u>Total</u>
2002 Revenue Bonds	\$ 5,000,000	\$ 250,000	\$ 250,000.00	\$ 4,250.00	\$ -	\$ 254,250.00
2007 GO Bonds	7,465,000	320,000	320,000.00	6,080.00	-	326,080.00
2007 Certificates of Obligation	2,300,000	105,000	105,000.00	2,231.25	-	107,231.25
2010 Certificates of Obligation	7,805,000	6,070,000	400,000.00	134,487.50	125,487.50	659,975.00
2010 GO & GO Refunding Bonds	6,295,000	2,020,000	545,000.00	44,475.00	32,212.50	621,687.50
2011 Certificates of Obligation	3,390,000	2,900,000	155,000.00	52,300.00	50,362.50	257,662.50
2011 GO Refunding Bonds	3,490,000	1,760,000	305,000.00	24,875.00	21,062.50	350,937.50
2012 Certificates of Obligation	4,725,000	4,450,000	150,000.00	57,476.25	55,976.25	263,452.50
2012 GO Refunding Bonds	4,510,000	3,845,000	590,000.00	45,275.00	39,375.00	674,650.00
2013 Certificates of Obligation	6,925,000	6,765,000	140,000.00	110,400.00	108,650.00	359,050.00
2014 Certificates of Obligation	6,275,000	6,025,000	235,000.00	108,112.50	104,587.50	447,700.00
2014 GO & GO Refunding Bonds	2,920,000	2,800,000	40,000.00	44,537.50	43,937.50	128,475.00
2015 Certificates of Obligation	7,310,000	5,995,000	680,000.00	86,625.00	79,825.00	846,450.00
2015-A Certificates of Obligation	7,110,000	6,810,000	220,000.00	102,412.50	100,212.50	422,625.00
2016 Certificates of Obligation	9,450,000	7,430,000	1,780,000.00	59,068.50	44,917.50	1,883,986.00
2016 Limited Tax Refunding	6,260,000	6,260,000	-	103,762.50	103,762.50	207,525.00
2016-A Certificates of Obligation	6,885,000	6,715,000	175,000.00	106,662.50	104,912.50	386,575.00
2017 Certificates of Obligation	2,700,000	2,700,000	60,000.00	25,515.00	24,948.00	110,463.00
2017-A Certificates of Obligation	5,150,000	5,150,000	130,000.00	40,041.67	70,775.00	240,816.67
Total Debt Service		<u>\$ 78,370,000</u>	<u>\$ 6,280,000.00</u>	<u>\$ 1,158,587.67</u>	<u>\$ 1,111,004.25</u>	<u>\$ 8,549,591.92</u>

ALLOCATION OF DEBT SERVICE BY FUND

<u>Series</u>	<u>Issuance</u>	<u>Outstanding</u>	<u>Principal</u>	<u>Interest - Mar</u>	<u>Interest - Sep</u>	<u>Total</u>
General Fund						
2007 GO Bonds	\$ 7,465,000	\$ 320,000	\$ 320,000.00	\$ 6,080.00	\$ -	\$ 326,080.00
2007 Certificates of Obligation	2,300,000	105,000	105,000.00	2,231.25	-	107,231.25
2010 Certificates of Obligation	7,805,000	6,070,000	400,000.00	134,487.50	125,487.50	659,975.00
2010 GO & GO Refunding Bonds	3,777,000	1,502,677 #	405,425.00	33,084.95	23,962.88	462,472.83
2011 Certificates of Obligation	3,390,000	1,160,000 #	62,000.00	20,920.00	20,145.00	103,065.00
2011 GO Refunding Bonds	3,490,000	704,000 #	122,000.00	9,950.00	8,425.00	140,375.00
2012 Certificates of Obligation	4,725,000	1,780,000 #	60,000.00	22,990.50	22,390.50	105,381.00
2012 GO Refunding Bonds	4,510,000	3,845,000	590,000.00	45,275.00	39,375.00	674,650.00
2013 Certificates of Obligation	6,925,000	2,706,000 #	56,000.00	44,160.00	43,460.00	143,620.00
2014 Certificates of Obligation	6,275,000	2,410,000 #	94,000.00	43,245.00	41,835.00	179,080.00
2014 GO & GO Refunding Bonds	1,738,445	1,618,445 #	40,000.00	26,814.17	26,214.17	93,028.34
2015 Certificates of Obligation	7,310,000	5,995,000	680,000.00	86,625.00	79,825.00	846,450.00
2015-A Certificates of Obligation	7,110,000	2,724,000 #	88,000.00	40,965.00	40,085.00	169,050.00
2016 Certificates of Obligation	9,450,000	7,430,000	1,780,000.00	59,068.50	44,917.50	1,883,986.00
2016-A Certificates of Obligation	6,885,000	2,686,000 #	70,000.00	42,665.00	41,965.00	154,630.00
2016 Limited Tax Refunding	6,260,000	6,260,000	-	103,762.50	103,762.50	207,525.00
2017 Certificates of Obligation	2,700,000	2,700,000	60,000.00	25,515.00	24,948.00	110,463.00
2017-A Certificates of Obligation	5,150,000	2,060,000 #	52,000.00	16,167.07	28,310.00	96,477.07
		<u>52,076,122</u>	<u>4,984,425.00</u>	<u>764,006.44</u>	<u>715,108.05</u>	<u>6,463,539.49</u>
Water/Sewer Fund						
2002 Revenue Bonds	\$ 5,000,000	\$ 250,000	250,000.00	4,250.00	-	254,250.00
2010 GO & GO Refunding Bonds	2,518,000	517,323 #	139,575.00	11,390.05	8,249.62	159,214.67
2011 Certificates of Obligation	3,390,000	1,740,000 #	93,000.00	31,380.00	30,217.50	154,597.50
2011 GO Refunding Bonds	3,490,000	1,056,000 #	183,000.00	14,925.00	12,637.50	210,562.50
2012 Certificates of Obligation	4,725,000	2,670,000 #	90,000.00	34,485.75	33,585.75	158,071.50
2013 Certificates of Obligation	6,925,000	4,059,000 #	84,000.00	66,240.00	65,190.00	215,430.00
2014 Certificates of Obligation	6,275,000	3,615,000 #	141,000.00	64,867.50	62,752.50	268,620.00
2014 GO & GO Refunding Bonds	1,181,555	1,181,555 #	-	17,723.33	17,723.33	35,446.66
2015-A Certificates of Obligation	7,110,000	4,086,000 #	132,000.00	61,447.50	60,127.50	253,575.00
2016-A Certificates of Obligation	6,885,000	4,029,000 #	105,000.00	63,997.50	62,947.50	231,945.00
2017-A Certificates of Obligation	5,150,000	3,090,000 #	78,000.00	23,874.60	42,465.00	144,339.60
		<u>26,293,878</u>	<u>1,295,575.00</u>	<u>394,581.23</u>	<u>395,896.20</u>	<u>2,086,052.43</u>
		<u>\$ 78,370,000</u>	<u>\$ 6,280,000.00</u>	<u>\$ 1,158,587.67</u>	<u>\$ 1,111,004.25</u>	<u>\$ 8,549,591.92</u>

Allocation to General and Water/Sewer Fund

**CITY OF DEER PARK
SUMMARY OF WATER & SEWER CONSUMPTION BILLED
FISCAL YEAR 2016 - FISCAL YEAR 2018**

Fiscal Month	FY 2015		FY 2016		FY 2017		FY 2018	
	FY 2016		FY 2017		FY 2018		FY 2018	
	<u>Consumption (1,000 gallons)</u>		<u>Consumption (1,000 gallons)</u>		<u>Consumption (1,000 gallons)</u>		<u>Consumption (1,000 gallons)</u>	
	<u>Water *</u>	<u>Sewer</u>	<u>Water *</u>	<u>Sewer</u>	<u>Water *</u>	<u>Sewer</u>	<u>Water *</u>	<u>Sewer</u>
Oct	105,564	90,097	95,884	84,671	96,359	85,569		
Nov	93,490	79,815	96,356	83,852	94,515	83,389		
Dec	99,313	86,954	98,265	84,346	89,559	79,484		
Jan	78,934	73,033	92,031	81,597	94,056	85,029		
Feb	86,172	80,905	81,251	81,597	79,719	73,955		
Mar	73,159	68,657	83,196	77,150	75,531	70,705		
Apr	81,824	75,084	79,787	73,047	77,202	73,050		
May	93,908	85,489	87,516	78,969	83,179	75,117		
Jun	84,094	76,465	92,061	81,247	93,516	83,304		
Jul	84,020	77,878	97,902	85,402				
Aug	101,828	89,926	95,562	82,190				
Sep	104,285	88,342	92,253	80,658				
Total	<u>1,086,591</u>	<u>972,645</u>	<u>1,092,064</u>	<u>974,726</u>	<u>783,636</u>	<u>709,602</u>		
YTD	<u>796,458</u>	<u>716,499</u>	<u>806,347</u>	<u>726,476</u>	<u>783,636</u>	<u>709,602</u>		

* Includes water and irrigation meters



Legislation Details (With Text)

File #: ACT 18-034 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 10/5/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Acceptance of completion of the Surface Water Treatment Plant Driveway Project.
Sponsors: Public Works
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Acceptance of completion of the Surface Water Treatment Plant Driveway Project.

Summary:

The services of SKE Construction, LLC, through the Buy Board Cooperative Purchasing Program, was hired to perform the Water/Sewer Building Driveway Project for the amount of \$29,945.46. The project consisted of installing a new driveway for the newly constructed maintenance building. The driveway has been completed and we are being billed for a lump sum cost of \$29,945.46.

Fiscal/Budgetary Impact:

This project was budgeted in the Water/Sewer 2017-2018 fiscal year budget

Staff recommends accepting completion of this project and approval of the lump sum payment for the work performed.



Legislation Details (With Text)

File #: AGR 18-025 **Version:** 1 **Name:**

Type: Agreement **Status:** Agenda Ready

File created: 10/3/2018 **In control:** City Council

On agenda: 10/16/2018 **Final action:**

Title: Consideration of and action on an amendment to the agreement with the Crime Control Prevention District (CCPD) for Personnel, Vehicles, Facilities, Equipment, and Investments.

Sponsors: City Manager's Office

Indexes:

Code sections:

Attachments: [Agreement-City CCPD-AMENDMENT #2 FY 2018-2019](#)
[Exhibit A - CCPD FY 2018-2019 Budget](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Consideration of and action on an amendment to the agreement with the Crime Control Prevention District (CCPD) for Personnel, Vehicles, Facilities, Equipment, and Investments.

Summary:

In May of 2011, the citizens of Deer Park voted to create the Deer Park Crime Control Prevention District (CCPD). In November of 2011, the City Council and the CCPD Board of Directors entered into an agreement for Personnel, Vehicles, Facilities and Equipment. The CCPD has no staff and rather than duplicate services, the City and CCPD entered into this agreement, whereby, the City performs administrative services for the district such as purchasing, hiring, and supervising employees. The original agreement was for the 2011-2012 fiscal year but contained a provision allowing the parties to amend the agreement. The agreement was amended four times as follows: in 2012 for FY 2012-2013, in 2013 for FY 2013-2014, in 2014 for FY 2014-2015, in 2015 for FY 2015-2016.

In May of 2016, the citizens of Deer Park voted to continue the CCPD for a period of ten (10) years. In October 2016, a new agreement between the City and the CCPD was approved rather than continuing to amend the original agreement each year. For FY 2017-2018 an amendment to the agreement was approved. At this time, a second amendment is being proposed to cover the 2018-2019 fiscal year. The adopted FY 2018-2019 Budget is also attached as Exhibit A. Funding comes from the dedicated 1/4% sales and use tax.

Fiscal/Budgetary Impact:

The cost of all of the CCPD's programs for FY 2018-2019 will come from the dedicated CCPD 1/4% sales and use tax.

Approve the amendment to the agreement.

AMENDMENT NO. 2 TO THE AGREEMENT FOR PERSONNEL, VEHICLES, FACILITES AND EQUIPMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, an Agreement for Personnel, Vehicles, Facilities and Equipment (the “Agreement”) was executed in October 2016, by and between the CITY OF Deer Park, a municipal corporation located in Harris County, Texas, (the “City”) and the DEER PARK CRIME CONTROL AND PREVENTION DISTRICT, a crime control and prevention district created under Chapter 363 of the Texas Local Government Code, as amended, (the “Act”) and located in Harris County, Texas, (the “District”).

WHEREAS, Section 5 of said Agreement provides that term of the Agreement shall be October 1, 2016, and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time). The agreement further provides that it may be extended by mutual consent of the governing bodies of both parties. Any such extension or amendment of this agreement will be in writing.

WHEREAS, in 2017 Amendment No. 1 to the agreement was approved, wherein, it was agreed by the City and the District that the Agreement be extended for one additional year, beginning on October 1, 2017, and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time. It was further agreed that this Agreement may be further extended by mutual consent of the governing bodies of both parties, and that any such extension or amendment will be in writing.

WHEREAS, for and in consideration of the mutual covenants herein contained, it is agreed by the City and the District that the Agreement shall be extended for one additional year, beginning on October 1, 2018, and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time. It is further agreed that this Agreement may be further extended by mutual consent of the governing bodies of both parties, and that any such extension or amendment will be in writing.

WHEREAS, the Agreement is hereby amended to include the following additional provisions:

1. Funds to be provided by the District.

For and in consideration of the services to be provided by the City in furtherance of the District’s programs, the District shall provide the funds to the City for the actual costs of such programs for FY 2018-2019. A summary of the funds to be provided by the District for FY 2018-2019 is below. The adopted budget for FY 2018-2019 is included in the attached Exhibit A.

Type of Expenditure	Amount
Personnel & Related	\$ 686,418.00
Services	\$ 157,558.00
Supplies	\$ 208,457.00
Repairs & Maintenance	\$ 69,446.00
Other Operating Expenditures	\$ 14,396.00
Capital Outlay	\$ 829,342.00
Transition Fund	\$ 0.00
Total Expenditures	\$ 1,965,617.00

Unless otherwise provided, all payments required to be made herein shall be payable on or before 30 days after the District receives the sales and use tax levied pursuant to the provisions of the Act from the State comptroller. While the District receives such funds from the State on a monthly basis, the District's obligations under this Agreement are on a yearly basis. As such, any funds received by the District during an agreement year and/or any prior year shall be applied to the actual expenses incurred during each year, regardless of when they are received.

The City understands and agrees that the District's obligation for payment under this Agreement shall at no time exceed the amount of sales and use tax revenue received by the District in any agreement year. If adequate funds are not received, the District shall have the obligation to pay the revenues actually received and the City shall be obligated to expend only to the extent that such revenues cover the programs enumerated hereinabove.

All other provisions of the Agreement shall remain in full force and effect.

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties have made and executed this contract in multiple copies, each of which shall be an original.

CITY OF DEER PARK

**DEER PARK CRIME CONTROL AND
PREVENTION DISTRICT**

JERRY MOUTON, JR., Mayor

_____, President

ATTEST:

ATTEST:

SHANNON BENNETT, City Secretary

SHANNON BENNETT, Secretary

Date Signed: _____

Date Signed: _____

CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2018-2019 ANNUAL BUDGET

REVENUE SUMMARY

DESCRIPTION	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROJECTED 18-19
Tax Revenue	\$ 1,607,891	\$ 1,366,800	\$ 1,525,700	\$ 1,435,200	\$ 1,435,200
Other Revenue	41,707	-	10,800	11,000	11,000
Prior Year Revenue	<u>1,052,897</u>	<u>75,296</u>	<u>-</u>	<u>462,080</u>	<u>519,417</u>
Total Revenue	<u>\$ 2,702,495</u>	<u>\$ 1,442,096</u>	<u>\$ 1,536,500</u>	<u>\$ 1,908,280</u>	<u>\$ 1,965,617</u>

**CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2018-2019 ANNUAL BUDGET**

DESCRIPTION	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROJECTED 18-19
<u>3100 TAX REVENUE</u>					
3120 Sales Tax Revenue	\$ 1,607,891	\$ 1,366,800	\$ 1,525,700	\$ 1,435,200	\$ 1,435,200
Total Tax Revenue	<u>1,607,891</u>	<u>1,366,800</u>	<u>1,525,700</u>	<u>1,435,200</u>	<u>1,435,200</u>
<u>3600 OTHER REVENUE</u>					
3614 Sale of Surplus Material	6,761	-	10,000	10,000	10,000
3620 Investment Revenue	1,596	-	800	1,000	1,000
3630 Insurance Reimbursement	<u>33,350</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Other Revenue	<u>41,707</u>	<u>-</u>	<u>10,800</u>	<u>11,000</u>	<u>11,000</u>
 Prior Year Revenue	 <u>1,052,897</u>	 <u>75,296</u>	 <u>-</u>	 <u>462,080</u>	 <u>519,417</u>
 TOTAL REVENUE	 <u>\$ 2,702,495</u>	 <u>\$ 1,442,096</u>	 <u>\$ 1,536,500</u>	 <u>\$ 1,908,280</u>	 <u>\$ 1,965,617</u>

**CITY OF DEER PARK
2018-2019 ANNUAL BUDGET
CRIME CONTROL AND PREVENTION DISTRICT EXPENDITURE SUMMARY**

DEPARTMENT	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROPOSED 18-19
Total Police Services	\$ 2,702,495	\$ 1,442,096	\$ 1,131,519	\$ 1,908,280	\$ 1,965,617
TOTAL EXPENDITURES	\$ 2,702,495	\$ 1,442,096	\$ 1,131,519	\$ 1,908,280	\$ 1,965,617

**CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2018-2019 ANNUAL BUDGET**

EXPENDITURE SUMMARY

DESCRIPTION	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROPOSED 18-19
Personnel & Related	\$ 356,357	\$ 693,739	\$ 329,900	\$ 686,418	\$ 686,418
Services	79,919	105,294	100,261	144,617	157,558
Supplies	108,320	180,826	166,706	208,457	208,457
Repairs & Maintenance	-	-	15,000	39,446	69,446
Other Operating Expenditures	-	15,000	-	-	14,396
Capital Outlay	2,157,900	447,237	519,652	829,342	829,342
Transition Fund	-	-	-	-	-
Total Expenditures	\$ 2,702,495	\$ 1,442,096	\$ 1,131,519	\$ 1,908,280	\$ 1,965,617

PERSONNEL SCHEDULE

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

PROGRAM DESCRIPTION

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

**CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2018-2019 ANNUAL BUDGET**

DESCRIPTION	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROPOSED 18-19
<u>4100 PERSONNEL & RELATED</u>					
4101 Salaries - Full Time	\$ 230,046	\$ 458,861	\$ 233,300	\$ 467,310	\$ 467,310
4104 Salaries - Overtime	12,066	20,000	19,250	20,000	20,000
4106 Social Security/Medicare	18,436	36,304	19,100	37,035	37,035
4107 TMRS	36,278	69,224	36,900	70,731	70,731
4108 Health & Life Insurance	34,920	105,852	19,550	88,632	88,632
4109 Workers Compensation	1,358	3,273	1,700	2,485	2,485
4114 Section 125 Admin Fee	56	225	100	225	225
4117 Health Savings Account	-	-	-	-	-
4197 Pension Expense	23,197	-	-	-	-
Total Personnel & Related	356,357	693,739	329,900	686,418	686,418
<u>4200 SERVICES</u>					
4231 Equipment Rental	9,000	21,600	15,600	21,600	21,600
4239 Audit Fee	2,000	2,000	2,000	2,000	2,000
4250 Training & Travel	18	1,410	2,500	1,970	1,970
4252 Dues & Fees	297	718	718	10,444	10,444
4279 Software - Other	68,603	79,566	79,019	103,332	116,273
4290 Contract Labor	-	-	424	5,271	5,271
Total Services	79,919	105,294	100,261	144,617	157,558
<u>4300 SUPPLIES</u>					
4304 Data Processing Supplies	629	-	-	-	-
4307 Postage	7	327	40	327	327
4308 Small Tools & Minor Equipment	107,684	152,128	140,889	193,965	193,965
4314 Protective Clothing	-	28,371	25,777	14,165	14,165
Total Supplies	108,320	180,826	166,706	208,457	208,457
<u>4400 REPAIRS & MAINTENANCE</u>					
4402 Machinery & Equipment	-	-	-	1,500	1,500
4404 Buildings	-	-	-	30,088	30,088
4405 Radios	-	-	-	5,163	5,163
4409 Air Conditioners	-	-	-	2,695	2,695
4412 Grounds Maintenance	-	-	15,000	-	30,000
Total Repairs & Maintenance	-	-	15,000	39,446	69,446
<u>4500 OTHER OPERATING EXP.</u>					
4511 Salary Contingency	-	15,000	-	-	14,396
Total Other Operating Exp.	-	15,000	-	-	14,396

**CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2018-2019 ANNUAL BUDGET**

DESCRIPTION	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROPOSED 18-19
<u>4900 CAPITAL OUTLAY</u>					
4902 Buildings	1,126,627	65,000	188,456	479,000	479,000
4904 Machinery & Equipment	703,850	108,503	98,907	166,163	166,163
4906 Automobiles & Light Trucks	141,635	273,734	232,289	184,179	184,179
4908 Lease Purchase	185,788	-	-	-	-
4941 Consulting Engineer Fee	-	-	-	-	-
Total Capital Outlay	<u>2,157,900</u>	<u>447,237</u>	<u>519,652</u>	<u>829,342</u>	<u>829,342</u>
TOTAL OPERATING BUDGET	2,702,495	1,442,096	1,131,519	1,908,280	1,965,617
Transition Fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL EXPENDITURES	<u>\$ 2,702,495</u>	<u>\$ 1,442,096</u>	<u>\$ 1,131,519</u>	<u>\$ 1,908,280</u>	<u>\$ 1,965,617</u>

**CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2018-2019 ANNUAL BUDGET**

4100 - PERSONNEL & RELATED			
4101	Salaries - Full Time	\$	467,310
4104	Overtime		20,000
	Various Benefits (Total)		199,108
TOTAL PERSONNEL			686,418
4200 - SERVICES			
4231	Rental Vehicles for ProAct Team & CID Sergeant		21,600
4239	Annual Audit		2,000
4250	Training		1,970
	Accreditation Manager Training (on-line)	675	
	Train & re-certify Investigator in Cellebrite System	1,295	
4252	Dues & Fees		10,444
	Vehicle Registrations for PD Fleet	671	
	LeadsOnline annual subscription	4,748	
	Lexis Nexis annual subscription	5,025	
4279	Software - Other		116,273
	OSSI Agency Licensing Fee	46,295	
	OSSI Consortium Fee	30,441	
	Cellebrite UFED Annual License Renewal	3,999	
	Extended Warranty for Dispatch Equipment	12,379	
	ADORE Software to convert training files to PDF	750	
	IA Pro Professional Standards Software	13,385	
	LPR License Agreement (Vigilant)	6,000	
	SolarWinds Serv-U License for Records	3,024	
4290	Contract Labor		5,271
	Installation of new Modems & Antennas in fleet	5,271	
TOTAL SERVICES			157,558
4300 - SUPPLIES			
4307	Postage		327
4308	Equipment		193,965
	Media & Presentation Curtain	539	
	Modems & Antennas for fleet	13,047	
	AED Package/ Ambu Bags/ Trauma Kits	7,700	
	DataLux Tracer systems (5) w/printer, accessories	30,661	
	Equipment for (5) new Tahoes	66,706	
	Golden Eagle II Radars (6)	11,731	
	Laptop Computer for Training Facility	1,700	
	LED Monitors & Stands for Records (3)	831	
	Refrigerators (3) for Breakroom, Dispatch & EOC	3,465	
	Plastics Plus trunk organizers (5)	12,459	
	Projector for Briefing Room	800	
	Replace 20 chairs in PD	8,204	
	Stop Stick (7)	3,337	
	Wind & water tight storage container	2,785	
	Equipment for firing range & training facility	30,000	
4314	Protective Clothing		14,165
	Riot Gear for new member & repairs to equipment	2,000	
	SWAT Gas Masks & Filters	1,413	
	Replace 7 Tactical Carriers	10,752	
TOTAL SUPPLIES			208,457

**CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2018-2019 ANNUAL BUDGET**

4400 -	MAINTENANCE		
4402	Equipment Maintenance		1,500
	DataLux Tracer maintenance/repairs	1,500	
4404	Building Maintenance		30,088
	Paint Sally Port & Juvenile Detainee Cell	27,762	
	Re-cover lobby furniture at the PD	2,326	
4405	Radio Maintenance		5,163
	Tune & align radios not under warranty	5,163	
4409	A/C Maintenance		2,695
	HVAC Shutdown to connect AHU-2 & AHU-3	2,695	
4412	Grounds Maintenance		30,000
	Grounds maintenance for the new firing range	30,000	
	TOTAL MAINTENANCE		69,446
4500 -	OTHER OPERATING EXPENDITURES		
4511	Salary Contingency		14,396
	1.8% salary adjustment per Compensation Study		
			14,396
4900 -	CAPITAL OUTLAY		
4902	Building		479,000
	Gun range remaining construction costs	414,000	
	Building for weapons cleaning storage at range	65,000	
4904	Specialized Equipment		166,163
	Watch Guard In-Car Video System (5)	32,942	
	Cellebrite	69,500	
	Crisis Throw Phone	19,700	
	Replace A/C in EOC & Dispatch	18,135	
	Replace server/hardware for Higher Ground System	19,521	
	VHF equipment for Crossing Guard Channel	6,365	
4906	Vehicles		184,179
	Patrol Tahoes (5)	184,179	
	TOTAL CAPITAL OUTLAY		829,342
	TOTAL BUDGETED EXPENDITURES		\$ 1,965,617



Legislation Details (With Text)

File #: AGR 18-026 **Version:** 1 **Name:**

Type: Agreement **Status:** Agenda Ready

File created: 10/3/2018 **In control:** City Council

On agenda: 10/16/2018 **Final action:**

Title: Consideration of and action on an amendment to the agreement with the Fire Control, Prevention and Emergency Medical Services District (FCPEMSD) for Personnel, Vehicles, Facilities, Equipment, and Investments.

Sponsors: City Manager's Office

Indexes:

Code sections:

Attachments: [Agreement-City&FCPEMSD-AMENDMENT#2](#)
[Exhibit A - FCPEMSD Budget FY 2018-2019](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Consideration of and action on an amendment to the agreement with the Fire Control, Prevention and Emergency Medical Services District (FCPEMSD) for Personnel, Vehicles, Facilities, Equipment, and Investments.

Summary:

In May of 2011 the citizens of Deer Park voted to create the Deer Park Fire Control, Prevention and Emergency Medical Services District. In November of 2011 the City Council and the FCPEMSD Board of Directors entered into an agreement for Personnel, Vehicles, Facilities and Equipment. The FCPEMSD has no staff and rather than duplicate services, the City and FCPEMSD entered into this agreement, whereby, the City performs administrative services for the district such as purchasing and hiring and supervising employees. The original agreement was for the 2011-2012 fiscal year but contained a provision allowing the parties to amend the agreement. The agreement was amended four times as follows: in 2012 for FY 2012-2013, in 2013 for FY 2013-2014, in 2014 for FY 2014-2015, in 2015 for FY 2015-2016.

In May of 2016 the citizens of Deer Park voted to continue the FCPEMSD for a period of ten (10) years. In October 2016 a new agreement between the City and the FCPEMSD was approved rather than continuing to amend the original agreement each year. For 2017-2018, an amendment to the agreement was approved. At this time, a second amendment to the agreement is being proposed to cover the 2018-2019 fiscal year. The adopted FY 2018-2019 Budget is also attached as Exhibit A. Funding comes from the dedicated 1/4% sales and use tax.

Fiscal/Budgetary Impact:

The cost of all of the FCPEMSD's programs for FY 2018-2019 will come from the dedicated FCPEMSD 1/4% sales and use tax.

Approve the amendment to the agreement.

AMENDMENT NO. 2 TO AGREEMENT FOR PERSONNEL, SERVICES, VEHICLES, FACILITES AND EQUIPMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, an Agreement for Personnel, Services, Vehicles, Facilities and Equipment (the “Agreement”) was made in December 2016, by and between the CITY OF DEER PARK, a municipal corporation located in Harris County, Texas, (the “City”) and the DEER PARK FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, a fire control, prevention, and emergency medical services district created under Chapter 344 of the Texas Local Government Code, as amended, (the “Act”) and located in Harris County, Texas, (the “District”). For and in consideration of the mutual covenants herein contained, it is agreed as follows:

WHEREAS, Section 5 of said Agreement provides that term of the Agreement shall be October 1, 2016, and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time). The agreement further provides that it may be extended by mutual consent of the governing bodies of both parties. Any such extension or amendment of this agreement will be in writing.

WHEREAS, in 2017 Amendment No. 1 to the agreement was approved, wherein, it was agreed by the City and the District that the Agreement be extended for one additional year, beginning on October 1, 2017, and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time. It was further agreed that this Agreement may be further extended by mutual consent of the governing bodies of both parties, and that any such extension or amendment will be in writing.

WHEREAS, for and in consideration of the mutual covenants herein contained, it is agreed by the City and the District that the Agreement shall be extended for one additional year, beginning on October 1, 2018, and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time. It is further agreed that this Agreement may be further extended by mutual consent of the governing bodies of both parties, and that any such extension or amendment will be in writing.

WHEREAS, the Agreement is hereby amended to include the following additional provisions:

1. Funds to be provided by the District.

For and in consideration of the services to be provided by the City in furtherance of the District’s programs, the District shall provide the funds to the City for the actual costs of such programs for FY 2018-2019. A summary of the funds to be provided by the District for FY 2018-2019 is below. The adopted budget for FY 2018-2019 is included in the attached Exhibit A.

Type of Expenditure	Amount
Fire Services	
Personnel & Related	\$ 0.00
Services	110,500.00
Supplies	111,100.00
Repair & Maintenance	84,000.00
Other Operating Exp.	0.00
Capital Outlay	<u>157,600.00</u>
Total Fire Services Expenditures	<u>\$ 463,200.00</u>
Emergency Medical Services	
Personnel & Related	\$ 709,613.00
Services	83,500.00
Supplies	42,430.00
Repair & Maintenance	45,500.00
Other Operating Expenditures	12,299.00
Capital Outlay	<u>2,650,000.00</u>
Total Emergency Medical Services	<u>\$3,543,342.00</u>
Fire Marshal	
Personnel & Related	\$ 112,962.00
Services	16,000.00
Supplies	1,300.00
Repair & Maintenance	4,500.00
Other Operating Expenditures	1,920.00
Capital Outlay	<u>0.00</u>
Total Fire Marshal Expenditures	<u>\$ 136,682.00</u>
Total Expenditures	<u>\$ 4,143,224.00</u>

Unless otherwise provided, all payments required to be made herein shall be payable on or before 30 days after the District receives the sales and use tax levied pursuant to the provisions of the Act from the State comptroller. While the District receives such funds from the State on a monthly basis, the District's obligations under this Agreement are on a yearly basis. As such, any funds received by the District during an agreement year and/or any prior year shall be applied to the actual expenses incurred during each year, regardless of when they are received.

The City understands and agrees that the District's obligation for payment under this Agreement shall at no time exceed the amount of sales and use tax revenue received by the District in any agreement year. If adequate funds are not received, the District shall have the obligation to pay the revenues actually received and the City shall be obligated to expend only to the extent that such revenues cover the programs enumerated hereinabove.

All other provisions of the Agreement shall remain in full force and effect.

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties have made and executed this contract in multiple copies, each of which shall be an original.

CITY OF DEER PARK

**DEER PARK FIRE CONTROL,
PREVENTION AND EMERGENCY
MEDICAL SERVICES DISTRICT**

JERRY MOUTON, JR., Mayor

SAM PIPKIN, President

ATTEST:

ATTEST:

SHANNON BENNETT, City Secretary

SHANNON BENNETT, Secretary

Date Signed: _____

Date Signed: _____

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2018-2019 ANNUAL BUDGET

REVENUE SUMMARY

	ACTUAL	BUDGET	ESTIMATED	REQUESTED	PROJECTED
	16-17	17-18	17-18	18-19	18-19
Tax Revenue	\$ 1,639,119	\$ 1,366,800	\$ 1,560,000	\$ 1,435,200	\$ 1,435,200
Other Revenue	1,601	-	1,100	600	600
Prior Year Revenue	-	2,443,543	-	2,680,615	2,707,424
Total Revenue	<u>\$ 1,640,720</u>	<u>\$ 3,810,343</u>	<u>\$ 1,561,100</u>	<u>\$ 4,116,415</u>	<u>\$ 4,143,224</u>

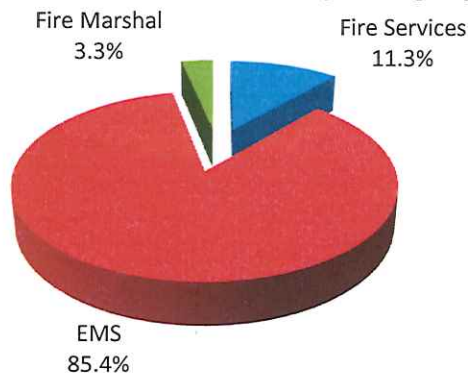
**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2018-2019 ANNUAL BUDGET**

	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROJECTED 18-19
<u>3100 TAX REVENUE</u>					
3120 Sales Tax Revenue	\$ 1,639,119	\$ 1,366,800	\$ 1,560,000	\$ 1,435,200	\$ 1,435,200
Total Tax Revenue	<u>1,639,119</u>	<u>1,366,800</u>	<u>1,560,000</u>	<u>1,435,200</u>	<u>1,435,200</u>
<u>3600 OTHER REVENUE</u>					
3620 Investment Revenue	1,436	-	1,100	600	600
3631 Miscellaneous Revenue	<u>165</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Other Revenue	<u>1,601</u>	<u>-</u>	<u>1,100</u>	<u>600</u>	<u>600</u>
Prior Year Revenue	<u>-</u>	<u>2,443,543</u>	<u>-</u>	<u>2,680,615</u>	<u>2,707,424</u>
TOTAL REVENUE	<u>\$ 1,640,720</u>	<u>\$ 3,810,343</u>	<u>\$ 1,561,100</u>	<u>\$ 4,116,415</u>	<u>\$ 4,143,224</u>

**CITY OF DEER PARK
2018-2019 ANNUAL BUDGET
FIRE CONTROL, PREVENTION AND EMS DISTRICT EXPENDITURE SUMMARY**

DEPARTMENT	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROPOSED 18-19
<u>FIRE SERVICES</u>					
Personnel & Related	\$ -	\$ -	\$ -	\$ -	\$ -
Services	114,414	110,500	112,275	110,500	110,500
Supplies	102,500	206,100	151,025	111,100	111,100
Repairs & Maintenance	85,259	84,000	59,645	84,000	84,000
Other Operating Expenditures	-	-	-	-	-
Capital Outlay	66,571	187,000	184,320	157,600	157,600
Total Fire Services	368,744	587,600	507,265	463,200	463,200
<u>EMERGENCY MEDICAL SERVICES</u>					
Personnel & Related	575,363	668,676	640,440	697,023	709,613
Services	52,774	83,500	55,463	83,500	83,500
Supplies	41,034	49,630	42,900	42,430	42,430
Repairs & Maintenance	35,067	45,500	45,000	45,500	45,500
Other Operating Expenditures	-	-	-	-	12,299
Capital Outlay	165,426	2,250,000	100,000	2,650,000	2,650,000
Total Emergency Medical Services	869,664	3,097,306	883,803	3,518,453	3,543,342
<u>FIRE MARSHAL</u>					
Personnel & Related	80,568	88,137	85,155	112,962	112,962
Services	21,465	31,500	25,000	16,000	16,000
Supplies	-	1,300	1,025	1,300	1,300
Repairs & Maintenance	1,531	4,500	2,700	4,500	4,500
Other Operating Expenditures	-	-	-	-	1,920
Capital Outlay	11,000	-	-	-	-
Total Fire Marshal	114,564	125,437	113,880	134,762	136,682
TOTAL EXPENDITURES	\$ 1,352,972	\$ 3,810,343	\$ 1,504,948	\$ 4,116,415	\$ 4,143,224

Expenditure Allocation by Category



**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2018-2019 ANNUAL BUDGET**

TOTAL FCPEMSD

DESCRIPTION	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROPOSED 18-19
<u>4100 PERSONNEL & RELATED</u>					
4101 Salaries - Full Time	\$ 362,126	\$ 448,319	\$ 415,520	\$ 461,180	\$ 471,476
4102 Salaries - Part Time	5,452	12,000	7,550	29,500	29,500
4104 Salaries - Overtime	97,277	86,000	118,515	86,000	86,000
4106 Social Security/Medicare	35,557	41,615	40,300	43,907	44,696
4107 TMRS	68,437	77,566	76,610	79,544	81,049
4108 Health & Life Insurance	54,793	82,428	56,900	71,100	71,100
4109 Workers Compensation	4,435	6,815	3,535	5,139	5,139
4114 Section 125 Admin Fee	78	135	90	90	90
4117 Health Savings Account	1,934	1,935	3,345	5,025	5,025
4197 Pension Expense	25,842	-	3,230	28,500	28,500
Total Personnel & Related	655,931	756,813	725,595	809,985	822,575
<u>4200 SERVICES</u>					
4219 Mobile Technology	8,306	12,000	9,700	11,000	11,000
4239 Audit Fees	2,000	2,000	2,000	2,000	2,000
4250 Training and Travel	-	-	2,713	-	-
4252 Dues & Fees	1,576	4,250	325	4,250	4,250
4254 Inspections & Permits	26,550	21,250	18,000	21,250	21,250
4255 Community/Employee Affairs	3,249	8,500	8,500	10,000	10,000
4256 Santa Around Town	-	-	-	-	-
4279 Software - Other	16,231	27,000	13,200	27,000	27,000
4290 Contract Labor	130,741	150,500	138,300	134,500	134,500
Total Services	188,653	225,500	192,738	210,000	210,000
<u>4300 SUPPLIES</u>					
4301 Office Supplies	322	500	-	500	500
4303 Operational Supplies	19,050	39,800	32,000	39,730	39,730
4307 Postage	1	100	25	100	100
4308 Small Tools & Minor Equipment	40,936	143,730	128,025	42,500	42,500
4314 Protective Clothing	83,225	70,000	34,000	70,000	70,000
4346 Election Supplies	-	-	-	-	-
4348 Books	-	2,900	900	2,000	2,000
Total Supplies	143,534	257,030	194,950	154,830	154,830

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2018-2019 ANNUAL BUDGET**

TOTAL FCPEMSD

DESCRIPTION	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROPOSED 18-19
<u>4400 REPAIRS & MAINTENANCE</u>					
4401 Vehicles	23,874	41,500	40,800	41,500	41,500
4402 Machinery & Equipment	33,148	47,500	45,900	47,500	47,500
4404 Buildings	16,075	8,000	1,500	8,000	8,000
4405 Radios	5,453	10,000	9,145	10,000	10,000
4413 Drill Field	40,058	20,000	10,000	20,000	20,000
4430 Furniture & Fixtures	3,249	7,000	-	7,000	7,000
Total Repairs & Maintenance	121,857	134,000	107,345	134,000	134,000
<u>4500 OTHER OPERATING EXP.</u>					
4510 Contingency	-	-	-	-	-
4511 Salary Contingency	-	-	-	-	14,219
Total Other Operating Exp.	-	-	-	-	14,219
<u>4900 CAPITAL OUTLAY</u>					
4902 Buildings	-	2,000,000	-	2,500,000	2,500,000
4903 Improvements Other Than Bldgs.	-	-	-	-	-
4904 Machinery & Equipment	77,571	55,000	52,320	-	-
4906 Automobiles & Light Trucks	27,376	-	-	-	-
4907 Large Trucks/Heavy Rolling Stock	138,050	-	-	-	-
4908 Lease Purchase	-	132,000	132,000	157,600	157,600
4941 Consulting Engineer Fee	-	250,000	100,000	150,000	150,000
Total Capital Outlay	242,997	2,437,000	284,320	2,807,600	2,807,600
TOTAL EXPENDITURES	<u>\$ 1,352,972</u>	<u>\$ 3,810,343</u>	<u>\$ 1,504,948</u>	<u>\$ 4,116,415</u>	<u>\$ 4,143,224</u>

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2018-2019 ANNUAL BUDGET**

EXPENDITURE SUMMARY

304 - FIRE SERVICES

DESCRIPTION	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROPOSED 18-19
Personnel & Related	\$ -	\$ -	\$ -	\$ -	\$ -
Services	114,414	110,500	112,275	110,500	110,500
Supplies	102,500	206,100	151,025	111,100	111,100
Repairs & Maintenance	85,259	84,000	59,645	84,000	84,000
Other Operating Expenditures	-	-	-	-	-
Capital Outlay	66,571	187,000	184,320	157,600	157,600
Total Expenditures	\$ 368,744	\$ 587,600	\$ 507,265	\$ 463,200	\$ 463,200

PROGRAM DESCRIPTION

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

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2018-2019 ANNUAL BUDGET**

304 - FIRE SERVICES

DESCRIPTION	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROPOSED 18-19
<u>4100 PERSONNEL & RELATED</u>					
4101 Salaries - Full Time	\$ -	\$ -	\$ -	\$ -	\$ -
4102 Salaries - Part Time	-	-	-	-	-
4104 Salaries - Overtime	-	-	-	-	-
4106 Social Security/Medicare	-	-	-	-	-
4107 TMRS	-	-	-	-	-
4108 Health & Life Insurance	-	-	-	-	-
4109 Workers Compensation	-	-	-	-	-
Total Personnel & Related	-	-	-	-	-
<u>4200 SERVICES</u>					
4219 Mobile Technology	4,820	6,000	6,300	6,000	6,000
4239 Audit Fees	2,000	2,000	2,000	2,000	2,000
4252 Dues & Fees	96	250	75	250	250
4254 Inspections & Permits	26,550	21,250	18,000	21,250	21,250
4255 Community & Employee Awards	-	-	-	-	-
4256 Santa Around Town	-	-	-	-	-
4279 Software - Other	-	-	-	-	-
4290 Contract Labor	80,948	81,000	85,900	81,000	81,000
Total Services	114,414	110,500	112,275	110,500	110,500
<u>4300 SUPPLIES</u>					
4301 Office Supplies	322	500	-	500	500
4303 Operational Supplies	9,890	13,000	10,000	13,000	13,000
4307 Postage	1	100	25	100	100
4308 Small Tools & Minor Equipment	9,062	120,500	107,000	25,500	25,500
4314 Protective Clothing	83,225	70,000	34,000	70,000	70,000
4346 Election Supplies	-	-	-	-	-
4348 Books	-	2,000	-	2,000	2,000
Total Supplies	102,500	206,100	151,025	111,100	111,100

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2018-2019 ANNUAL BUDGET**

304 - FIRE SERVICES

DESCRIPTION	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROPOSED 18-19
<u>4400 REPAIRS & MAINTENANCE</u>					
4401 Vehicles	13,790	23,000	23,000	23,000	23,000
4402 Machinery & Equipment	6,634	16,000	16,000	16,000	16,000
4404 Buildings	16,075	8,000	1,500	8,000	8,000
4405 Radios	5,453	10,000	9,145	10,000	10,000
4413 Drill Field	40,058	20,000	10,000	20,000	20,000
4430 Furniture & Fixtures	3,249	7,000	-	7,000	7,000
Total Repairs & Maintenance	85,259	84,000	59,645	84,000	84,000
<u>4500 OTHER OPERATING EXP.</u>					
4510 Contingency	-	-	-	-	-
4511 Salary Contingency	-	-	-	-	-
Total Other Operating Expenditures	-	-	-	-	-
<u>4900 CAPITAL OUTLAY</u>					
4903 Improvements Other Than Bldgs.	-	-	-	-	-
4904 Machinery & Equipment	66,571	55,000	52,320	-	-
4906 Automobiles & Light Trucks	-	-	-	-	-
4907 Large Trucks/Heavy Rolling Stock	-	-	-	-	-
4908 Lease Purchase	-	132,000	132,000	157,600	157,600
4941 Consulting Engineer Fee	-	-	-	-	-
Total Capital Outlay	66,571	187,000	184,320	157,600	157,600
TOTAL EXPENDITURES	\$ 368,744	\$ 587,600	\$ 507,265	\$ 463,200	\$ 463,200

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

4200 - SERVICES		304 - FIRE SERVICES
4219	Mobile Technology	\$ 6,000
	Air cards for iPads	6,000
4239	Audit Fees	2,000
	Annual Audit	2,000
4252	Dues and Fees	250
	Registration renewals	250
4254	Inspections and Permits	21,250
	Breathing Air	6,000
	SCBA Masks	3,000
	Holmatro Tool annual inspection/maintenance	2,000
	Annual Hose, Pump and Ladder Testing	6,100
	Building generator load testing/inspection	4,150
4290	Contract Labor	81,000
	Fire Personnel Services	76,000
	Drill Field Janitorial Maintenance	5,000
TOTAL SERVICES		110,500
4300 - SUPPLIES		
4301	Office Supplies	500
4303	Operational Supplies	13,000
	Miscellaneous operational supplies	13,000
4307	Postage	100
4308	Small Tools & Minor Equipment	25,500
	Small equipment replacement/repairs	5,500
	Replacement hose due to failure	3,000
	Nozzles, SCBA masks	3,000
	Equipment lift for Maintenance Shop	4,000
	Slide out tray for bed area of Unit 430	4,000
	Miscellaneous tools and equipment	6,000
4314	Protective Clothing	70,000
	Bunker gear (coats & pants)	60,000
	NFPA gloves/rescue gloves	6,000
	Boots	2,000
	Suspenders, shields, etc.	2,000
4348	Books	2,000
TOTAL SUPPLIES		111,100
4400 - REPAIRS & MAINTENANCE		
4401	Vehicles	23,000
	Replacement tires	5,000
	Miscellaneous repairs and maintenance	18,000
4402	Machinery & Equipment	16,000
	Ice machine preventive maintenance	6,000
	Miscellaneous repairs and maintenance	10,000
4404	Building	8,000
	Miscellaneous repairs and maintenance	8,000
4405	Radios	10,000
	Repair of radios & equipment	10,000
4413	Drill Field	20,000
	Consumables (hay, propane, etc.)	4,000
	Jaws supplies (cars, towing, etc.)	3,000
	Prop maintenance	2,000
	Heat tiles, manikins, etc.	2,000
	LPG Fuel	5,000
	Miscellaneous repairs and maintenance	4,000
4430	Furniture & Fixtures	7,000
	Replace furniture at 3 stations, as needed	7,000
TOTAL REPAIRS & MAINTENANCE		84,000
4900 - CAPITAL OUTLAY		
4908	Lease Purchase	157,600
	Lease purchase financing for new Ladder Truck	157,600
TOTAL CAPITAL OUTLAY		157,600
TOTAL BUDGETED EXPENDITURES		\$ 463,200

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2018-2019 ANNUAL BUDGET**

EXPENDITURE SUMMARY

305 - EMERGENCY MEDICAL SERVICES

DESCRIPTION	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROPOSED 18-19
Personnel & Related	\$ 575,363	\$ 668,676	\$ 640,440	\$ 697,023	\$ 709,613
Services	52,774	83,500	55,463	83,500	83,500
Supplies	41,034	49,630	42,900	42,430	42,430
Repairs & Maintenance	35,067	45,500	45,000	45,500	45,500
Other Operating Expenditures	-	-	-	-	12,299
Capital Outlay	165,426	2,250,000	100,000	2,650,000	2,650,000
Total Expenditures	\$ 869,664	\$ 3,097,306	\$ 883,803	\$ 3,518,453	\$ 3,543,342

PERSONNEL SCHEDULE

Assistant Chief EMS	0	0	0	1	1
EMS Captain	2	2	2	1	1
Paramedic Supervisor	0	0	0	0	0
Paramedics	4	5	5	5	5
Part-Time Paramedics	0	2	2	2	2

PROGRAM DESCRIPTION

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

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2018-2019 ANNUAL BUDGET**

305 - EMERGENCY MEDICAL SERVICES

DESCRIPTION	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROPOSED 18-19
<u>4100 PERSONNEL & RELATED</u>					
4101 Salaries - Full Time	\$ 304,972	\$ 388,345	\$ 355,900	\$ 399,215	\$ 409,511
4102 Salaries - Part Time	5,452	12,000	7,550	12,000	12,000
4104 Salaries - Overtime	96,889	80,000	117,100	80,000	80,000
4106 Social Security/Medicare	31,067	36,604	35,500	37,409	38,198
4107 TMRS	59,919	68,013	67,700	69,691	71,196
4108 Health & Life Insurance	49,239	76,308	50,800	64,872	64,872
4109 Workers Compensation	3,846	5,981	3,100	4,366	4,366
4114 Section 125 Admin Fee	78	135	90	90	90
4117 Health Savings Account	1,289	1,290	2,700	4,380	4,380
4197 Pension Expense	22,612	-	-	25,000	25,000
Total Personnel & Related	575,363	668,676	640,440	697,023	709,613
<u>4200 SERVICES</u>					
4219 Mobile Technology	1,871	4,000	2,500	3,000	3,000
4250 Training and Travel	-	-	2,713	-	-
4252 Dues & Fees	1,480	4,000	250	4,000	4,000
4255 Community & Employee Awards	3,249	5,000	5,000	6,000	6,000
4279 Software - Other	13,081	17,000	10,000	17,000	17,000
4290 Contract Labor	33,093	53,500	35,000	53,500	53,500
Total Services	52,774	83,500	55,463	83,500	83,500
<u>4300 SUPPLIES</u>					
4301 Office Supplies	-	-	-	-	-
4303 Operational Supplies	9,160	26,500	22,000	26,430	26,430
4308 Small Tools & Minor Equipment	31,874	22,230	20,000	16,000	16,000
4348 Books	-	900	900	-	-
Total Supplies	41,034	49,630	42,900	42,430	42,430
<u>4400 REPAIRS & MAINTENANCE</u>					
4401 Vehicles	8,553	16,000	16,000	16,000	16,000
4402 Machinery & Equipment	26,514	29,500	29,000	29,500	29,500
Total Repairs & Maintenance	35,067	45,500	45,000	45,500	45,500

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2018-2019 ANNUAL BUDGET**

305 - EMERGENCY MEDICAL SERVICES

DESCRIPTION	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROPOSED 18-19
<u>4500 OTHER OPERATING EXP.</u>					
4511 Salary Contingency	-	-	-	-	12,299
Total Other Operating Exp.	-	-	-	-	12,299
<u>4900 CAPITAL OUTLAY</u>					
4902 Buildings	-	2,000,000	-	2,500,000	2,500,000
4904 Machinery & Equipment	-	-	-	-	-
4906 Automobiles & Light Trucks	27,376	-	-	-	-
4907 Large Trucks/Heavy Rolling Stock	138,050	-	-	-	-
4941 Consulting Engineer Fee	-	250,000	100,000	-	-
4942 Consulting Architect Fee	-	-	-	150,000	150,000
Total Capital Outlay	165,426	2,250,000	100,000	2,650,000	2,650,000
 TOTAL EXPENDITURES	 \$ 869,664	 \$ 3,097,306	 \$ 883,803	 \$ 3,518,453	 \$ 3,543,342

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

		305 - EMERGENCY MEDICAL SERVICES	
4100 -	PERSONNEL & RELATED		
4101	Salaries - Full Time		\$ 409,511
4102	Salaries - Part Time		12,000
4104	Overtime		80,000
4197	Pension Expense		25,000
	Various Benefits (Total)		183,102
	TOTAL PERSONNEL		709,613
4200 -	SERVICES		
4219	Mobile Technology		3,000
	Air cards for iPads	3,000	
4252	Dues and Fees		4,000
	CLIA Lab Fees	250	
	Ambulance License Renewal (4 units)	600	
	Ambulance Operating License Renewal Fee	500	
	Health Stream (EMS Continuing Education)	2,400	
	SETRAC Annual Dues	250	
4255	Community Awards		6,000
	EMS Week, Fire Responders Appreciation, etc.	6,000	
4279	Software - Other		17,000
	TriTech Annual Fees	2,000	
	ESO Solutions Annual Fees	6,500	
	Gateway EDI	1,700	
	EMS Technology	2,100	
	ESO Solutions bi-directional data exchange	1,000	
	EMS Simulator (SimMan)	1,500	
	When To Work Scheduling Software	1,000	
	Sunguard Freedom One Solution	1,200	
4290	Contract Labor		53,500
	EMS Personnel Services	53,500	
	TOTAL SERVICES		83,500
4300 -	SUPPLIES		
4303	Operational Supplies		26,430
	Supplies including EMS medical supplies, gloves, medications, disposable PPE, spider straps, C-Spine immobilization equipment, cleaning supplies, cyanide exposure treatment kits, etc.	26,430	
4308	Small Tools & Minor Equipment		16,000
	Includes replacement gear bags, rescue tool replacement, vehicle storage bins, shelves, Knox Box Medicine Vaults, and miscellaneous	16,000	
	TOTAL SUPPLIES		42,430
4400 -	REPAIRS & MAINTENANCE		
4401	Vehicles		16,000
	Tires	6,000	
	Preventative Maintenance	5,000	
	Unforeseen Maintenance	5,000	
4402	Machinery & Equipment		29,500
	LP-15 and AED maintenance	20,500	
	Stretcher maintenance	9,000	
	TOTAL REPAIRS & MAINTENANCE		45,500
4900 -	CAPITAL OUTLAY		
4902	Buildings		2,500,000
	Construction of EMS Annex at Fire Station 1	2,500,000	
4941	Consulting Engineer Fee		150,000
	Design of EMS Annex at Fire Station 1	150,000	
	TOTAL CAPITAL OUTLAY		2,650,000
4500 -	OTHER OPERATING EXPENDITURES		
4511	Salary Contingency		12,299
	1.8% salary adjustment per Compensation Study		
			12,299
	TOTAL BUDGETED EXPENDITURES		\$ 3,543,342

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2018-2019 ANNUAL BUDGET**

EXPENDITURE SUMMARY

307 - FIRE MARSHAL

DESCRIPTION	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROPOSED 18-19
Personnel & Related	\$ 80,568	\$ 88,137	\$ 85,155	\$ 112,962	\$ 112,962
Services	21,465	31,500	25,000	16,000	16,000
Supplies	-	1,300	1,025	1,300	1,300
Repairs & Maintenance	1,531	4,500	2,700	4,500	4,500
Other Operating Expenditures	-	-	-	-	1,920
Capital Outlay	11,000	-	-	-	-
Total Expenditures	\$ 114,564	\$ 125,437	\$ 113,880	\$ 134,762	\$ 136,682

PERSONNEL SCHEDULE

Fire Marshal Inspector	1	1	1	1	1
Part-Time Fire Marshal Inspector	0	0	0	1	1

PROGRAM DESCRIPTION

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

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2018-2019 ANNUAL BUDGET**

307 - FIRE MARSHAL

DESCRIPTION	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROPOSED 18-19
<u>4100 PERSONNEL & RELATED</u>					
4101 Salaries - Full Time	\$ 57,154	\$ 59,974	\$ 59,620	\$ 61,965	\$ 61,965
4102 Salaries - Part Time	-	-	-	17,500	17,500
4104 Salaries - Overtime	388	6,000	1,415	6,000	6,000
4106 Social Security/Medicare	4,490	5,011	4,800	6,498	6,498
4107 TMRS	8,518	9,553	8,910	9,853	9,853
4108 Health & Life Insurance	5,554	6,120	6,100	6,228	6,228
4109 Workers Compensation	589	834	435	773	773
4114 Section 125 Admin Fee	-	-	-	-	-
4117 Health Savings Account	645	645	645	645	645
4197 Pension Expense	3,230	-	3,230	3,500	3,500
Total Personnel & Related	80,568	88,137	85,155	112,962	112,962
<u>4200 SERVICES</u>					
4219 Mobile Technology	1,615	2,000	900	2,000	2,000
4255 Community/Employee Affairs	-	3,500	3,500	4,000	4,000
4279 Software - Other	3,150	10,000	3,200	10,000	10,000
4290 Contract Labor	16,700	16,000	17,400	-	-
Total Services	21,465	31,500	25,000	16,000	16,000
<u>4300 SUPPLIES</u>					
4303 Operational Supplies	-	300	-	300	300
4308 Small Tools & Minor Equipment	-	1,000	1,025	1,000	1,000
Total Supplies	-	1,300	1,025	1,300	1,300
<u>4400 REPAIRS & MAINTENANCE</u>					
4401 Vehicles	1,531	2,500	1,800	2,500	2,500
4402 Machinery & Equipment	-	2,000	900	2,000	2,000
4404 Building	-	-	-	-	-
Total Repairs & Maintenance	1,531	4,500	2,700	4,500	4,500

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2018-2019 ANNUAL BUDGET**

307 - FIRE MARSHAL

DESCRIPTION	ACTUAL 16-17	BUDGET 17-18	ESTIMATED 17-18	REQUESTED 18-19	PROPOSED 18-19
<u>4500 OTHER OPERATING EXP.</u>					
4511 Salary Contingency	-	-	-	-	1,920
Total Other Operating Exp.	-	-	-	-	1,920
<u>4900 CAPITAL OUTLAY</u>					
4904 Machinery & Equipment	11,000	-	-	-	-
4906 Automobiles & Light Trucks	-	-	-	-	-
4907 Truck & Heavy Rolling Stock	-	-	-	-	-
Total Capital Outlay	11,000	-	-	-	-
 TOTAL EXPENDITURES	 <u>\$ 114,564</u>	 <u>\$ 125,437</u>	 <u>\$ 113,880</u>	 <u>\$ 134,762</u>	 <u>\$ 136,682</u>

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

307 - FIRE MARSHAL

4100 -	PERSONNEL & RELATED		
4101	Salaries - Full Time		\$ 61,965
4102	Salaries - Part Time		17,500
4104	Overtime		6,000
4197	Pension Expense		3,500
	Various Benefits (Total)		23,997
		TOTAL PERSONNEL	112,962
4200 -	SERVICES		
4219	Mobile Technology		2,000
	Air cards for iPads	2,000	
4255	Community Awards		4,000
	Contest awards, fire prevention parade, etc.	4,000	
4279	Software - Other		10,000
	Firehouse Annual Subscription	10,000	
		TOTAL SERVICES	16,000
4300 -	SUPPLIES		
4303	Operational Supplies		300
	Miscellaneous operational supplies	300	
4308	Small Tools & Minor Equipment		1,000
	Miscellaneous tools and equipment	1,000	
		TOTAL SUPPLIES	1,300
4400 -	REPAIRS & MAINTENANCE		
4401	Vehicles		2,500
	Repairs and maintenance, as needed	2,500	
4402	Machinery & Equipment		2,000
	Fire prevention education & investigation trailer	2,000	
		TOTAL REPAIRS & MAINTENANCE	4,500
4500 -	OTHER OPERATING EXPENDITURES		
4511	Salary Contingency		1,920
	1.8% salary adjustment per Compensation Study		
			1,920
		TOTAL BUDGETED EXPENDITURES	\$ 136,682



Legislation Details (With Text)

File #: AUT 18-081 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 10/4/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Consideration of and action on authorization to purchase Christmas light decorations from Inception Marketing Barcana through the TIPS Cooperative Purchasing Program.
Sponsors: Parks & Recreation
Indexes:
Code sections:
Attachments: [Inception Marketing](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Consideration of and action on authorization to purchase Christmas light decorations from Inception Marketing Barcana through the TIPS Cooperative Purchasing Program.

The Parks & Recreation Department is requesting to purchase Christmas lights decorations for City Hall.

Fiscal/Budgetary Impact:

Vendor: Inception Marketing Barcana

Cost: \$63,012

Purchasing Contract #: TIPS#170306, TIPS Vendor #3787

A budgeted amount of \$68,000 is included in the Fiscal Year 2018-19 Hotel / Motel Fund, Account # 11-601-4308.

Approval to purchase Christmas Lights Decorations



2301 Crown Court
Irving, TX 75038
1.806.722.1226

Invoice for SO39750

Date: 09/18/18

Bill To: City of Deer Park
610 San Augustine Street
Deer Park, TX 77536-0700

Ship To: City of Deer Park
610 San Augustine Street
Deer Park, TX 77536-0700

Item #	Description	Quantity	Unit Price	Extended Price
98-600-3DSTAR-WW-MED	3D STAR-WW-MED, 6 ft, Transparent PVC net. With Warm white static LED mini bulbs with 10% flash, 720 LED lights, With Power supply - 24V	1	2306.3	\$ 2,306.30
Total Product				\$ 2,306.30
Freight				\$ 199.00
Total Invoice				\$ 2,505.30
Balance Due - See Terms				\$ 2,505.30

TIPS#170306, TIPS vendor#3787 Inception Marketing



2301 Crown Court
Irving, TX 75038
1.806.722.1226

Invoice for SO39749

Date: 09/18/18

Bill To: City of Deer Park
610 San Augustine Street
Deer Park, TX 77536-0700

Ship To: City of Deer Park
610 San Augustine Street
Deer Park, TX 77536-0700

Item #	Description	Quantity	Unit Price	Extended Price
TREEBRELED-28-K	28' Breckenridge LED Tree	1	23783.5	\$ 23,783.50

Total Product	\$ 23,783.50
Freight	\$ 1,788.00
Total Invoice	\$ 25,571.50

Balance Due - See Terms \$ 25,571.50

TIPS#170306,TIPS vendor#3787 Inception Marketing



2301 Crown Court
Irving, TX 75038
1.806.722.1226

Invoice for SO39748

Date: 09/18/18

Bill To: City of Deer Park
610 San Augustine Street
Deer Park, TX 77536-0700

Ship To: City of Deer Park
610 San Augustine Street
Deer Park, TX 77536-0700

Item #	Description	Quantity	Unit Price	Extended Price
98-600-3DDEER-WW-MED	7 ft, Transparent PVC net With Warm white static LED mini bulbs with 10% flash, 640 LED lights, With Power supply - 24V	6	2303.51	\$ 13,821.06
Total Product				\$ 13,821.06
Freight				\$ 1,194.00
Total Invoice				\$ 15,015.06
Balance Due - See Terms				\$ 15,015.06

TIPS#170306, TIPS vendor#3787 Inception Marketing



2301 Crown Court
Irving, TX 75038
1.806.722.1226

Invoice for SO39747

Date: 09/18/18

Bill To: City of Deer Park
610 San Augustine Street
Deer Park, TX 77536-0700

Ship To: City of Deer Park
610 San Augustine Street
Deer Park, TX 77536-0700

TERMS: 30% Deposit at time of order
Balance Due at time of Shipment

Item #	Description	Quantity	Unit Price	Extended Price
FDS-12950.700	3D Santa on Reindeer, H=23', L=13.1', 855W, Warm White LED lights with power supply, and two metal base boxes.	1	26481.38	\$ 26,481.38
Total Product				\$ 26,481.38
Freight				\$ 1,976.00
Total Invoice				\$ 28,457.38
Deposit Due				\$ 8,537.21
Balance Due - See Terms				\$ 19,920.17

TIPS#170306, TIPS vendor#3787 Inception Marketing



Legislation Details (With Text)

File #: AUT 18-083 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 10/4/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Authorization to seek bids for Dow Park Soccer Field parking lot.
Sponsors: Parks & Recreation
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Authorization to seek bids for Dow Park Soccer Field parking lot.

The project consists of replacing the existing parking lot with a new asphalt surface. The approximately 2,000 SQY of existing asphalt will be mixed with cement stabilized sand and compacted for the base. After this is achieved, a 2" asphalt overlay will be placed and compacted for the new parking lot surface.

...Fiscal/Budgetary Impact:

This project has a cost estimate of 85,000. This project has been budgeted for in the Fiscal Year 2018-19 Budget under the Capital Improvement Fund for the amount of \$125,000.

Account #: 90-410-4903

Authorize the City to seek bids for Dow Park Soccer Field Parking Lot



Legislation Details (With Text)

File #: AUT 18-084 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 10/4/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Consideration of and action on authorization to purchase Maxwell Center furniture from Gateway through The Cooperative Purchasing Network (TCPN).
Sponsors: Parks & Recreation
Indexes:
Code sections:
Attachments: [18-301-R8 - DEER PARK CREEK CENTER - QUOTE](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Consideration of and action on authorization to purchase Maxwell Center furniture from Gateway through The Cooperative Purchasing Network (TCPN).

The Parks & Recreation Department is requesting to purchase furniture for the newly renovated Maxwell Adult Center.

Fiscal/Budgetary Impact:

Vendor: Gateway

Cost: \$86,629.30

Purchasing Contract #: TCPN contract #R142208.

A budgeted amount of \$89,330 is included in the Fiscal Year 2018-19 General Fund, Account # 10-415-4308.

Approval to purchase Maxwell Center furniture

PURCHASING:
 Please include quote # and contract
 # on PO (see order notes)

	List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
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ARTS & CRAFT 113

1	HON	24	HIGS6DF	\$589.00	\$229.71	\$5,513.04
Ignition 2 Multi-purp Stack Chair,Four Leg,Dual Fab						

Select Arm Type	.F	Arm: Fixed
Select Caster/Glide Option	.E	Nylon Glide
Select Back	.U	Back: Upholstered
Select Back Upholstery	\$(4)	GRADE: IV UPHOLSTERY
Upholstery Selection	.SMHMOIN	Coin
Fab: Coin	07	Color: 07
Select Seat Upholstery	\$(2)	GRADE: II UPHOLSTERY
Upholstery Selection	.WP	Whisper Vinyl
UPH: Whisper Vinyl	38	COLOR: Elephant
Select Frame	.T	Frame: Black

2	HON	12	HMVR-2460G-NS	\$1,155.00	\$450.45	\$5,405.40
Motivate Table Rect 24Dx60W 2mm Edge Nesting Base						

Select Grommet Location	.N	No Grommets
Select Grade	\$(L1STD)	Grd L1 Standard Laminates
Select Laminate	.K9	Canyon Zephyr
Select Edge Color	.R	Greige
Select Caster/Glide Option	.C	Caster
Select Paint Grade	\$(CORE)	Paint Grade: Core Paint
Select Paint Color	.P	Black

Subtotal	\$10,918.44
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CLASSROOM 112

3	HON	30	HIGS6DF	\$589.00	\$229.71	\$6,891.30
Ignition 2 Multi-purp Stack Chair,Four Leg,Dual Fab						

Select Arm Type	.F	Arm: Fixed
Select Caster/Glide Option	.E	Nylon Glide
Select Back	.U	Back: Upholstered
Select Back Upholstery	\$(4)	GRADE: IV UPHOLSTERY



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***HON National IPA.TCPN, Global
Vizient, KI NJPA PRICING***

Maxwell Center
JESSICA HUGHEY
Senior Services Supervisor
610 E. San Augustine
Deer Park TX 77536

Proposal
Quote # 18-301DL-R8

Date: 10/10/2018

PURCHASING:
Please include quote # and contract
on PO (see order notes)

Item	MFG	Qty	Product	List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
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Upholstery Selection	.SMHMOIN	Coin
Fab: Coin	07	Color: 07
Select Seat Upholstery	\$(2)	GRADE: II UPHOLSTERY
Upholstery Selection	.WP	Whisper Vinyl
UPH: Whisper Vinyl	38	COLOR: Elephant
Select Frame	.T	Frame: Black

4	HON	15	HMVR-2472G-NS	\$1,198.00	\$467.22	\$7,008.30
Motivate Table Rect 24Dx72W 2mm Edge Nesting Base						

Select Grommet Location	.N	No Grommets
Select Grade	\$(L1STD)	Grd L1 Standard Laminates
Select Laminate	.K9	Canyon Zephyr
Select Edge Color	.R	Greige
Select Caster/Glide Option	.C	Caster
Select Paint Grade	\$(CORE)	Paint Grade: Core Paint
Select Paint Color	.P	Black

Subtotal \$13,899.60

CONTROL DESK 122

5	KII	2	ALTMAA	\$1,310.00	\$734.28	\$1,468.56
Altus Mesh Chair,Adjustable Arms,Upholstered						

Base	/P	Black plastic base
Casters	/S	Hard floor casters
Headrest Option	/NHR	No headrest
Lumbar Support	/LS	Lumbar support
Altus Upholstery	/NFR	Compliance to TB 117-2013
Altus Upholstery	A1L	Upholstery Altus Grade A1 Leather
A1L Fabric	A1UPLAL	A1L ALTUS
A1L ALTUS	/A1L1	BLACK LEATHER
Altus Mesh	/MBL	Black (standard)

Subtotal \$1,468.56

DINING 117

6	HON	36	HIGS6DF	\$589.00	\$229.71	\$8,269.56
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 JESSICA HUGHEY
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 610 E. San Augustine
 Deer Park TX 77536

Proposal
Quote # 18-301DL-R8
 Date: 10/10/2018

PURCHASING:
 Please include quote # and contract
 # on PO (see order notes)

				List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
Item	MFG	Qty	Product			
			Ignition 2 Multi-purp Stack Chair,Four Leg,Dual Fab			
			Select Arm Type .F Arm: Fixed			
			Select Caster/Glide Option .E Nylon Glide			
			Select Back .U Back: Upholstered			
			Select Back Upholstery \$(4) GRADE: IV UPHOLSTERY			
			Upholstery Selection .SMHMOIN Coin			
			Fab: Coin 07 Color: 07			
			Select Seat Upholstery \$(2) GRADE: II UPHOLSTERY			
			Upholstery Selection .WP Whisper Vinyl			
			UPH: Whisper Vinyl 38 COLOR: Elephant			
			Select Frame .T Frame: Black			
7	HON	9	HCT29MX	\$494.00	\$192.66	\$1,733.94
			Arrange Seated Height X-base for 36" Surfaces			
			Endorse Frame Opt .BLCK Textured Black			
8	HON	9	HCTSQR36	\$327.00	\$127.53	\$1,147.77
			Arrange Table 36" Square Top			
			Grommet Selection .N No Grommet			
			Select Grade \$(L1STD) Grd L1 Standard Laminates			
			Select Laminate Finish .K9 LAM: Canyon Zephyr			
			Select Edgeband Color .R EDGE: Greige			
Subtotal						\$11,151.27

LOUNGE 119

9	GLB	2	8481	\$2,062.00	\$886.66	\$1,773.32
			ORION, 29"w x 31"d x 34.5"h, Lounge Chair, Std w/ Wood Armcaps, Std w/ Wood Legs, GLOBAL SEATING USA			
			Single Fabric Upholstered Selection (Orion) ~08 Grade 08			
			Orion Grade 08 Fabrics ~GPM8 Graded In Grade 08			
			Graded In Grade 08 Fabrics GPM8 1-Graded In Grade 08 Fabrics			
			TOR MOMENTUM ISLA - SKYLINE (YCB9)			
			Armcap Options (Required) A-AAM M-Absolute Acajou (AAM), Wood Armcap			
			Wood Leg Finish Options (Required) AA F-Absolute Acajou, Wood Legs [AAM]			

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Quote # 18-301DL-R8

Date: 10/10/2018

PURCHASING:
 Please include quote # and contract
 # on PO (see order notes)

Item	MFG	Qty	Product	List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
10	GLB	1	8483 ORION, 71"w x 31"d x 34.5"h, 3 Seat Sofa, Std w/ Wood Armcaps, Std w/ Wood Legs, GLOBAL SEATING USA Single Fabric Upholstered Selection (Orion) ~07 Grade 07 Orion Grade 07 Fabrics ~GPM7 Graded In Grade 07 Graded In Grade 07 Fabrics GPM7 1-Graded In Grade 07 Fabrics TOR ARIOSO BLU (AI66) Armcap Options (Required) A-AAM M-Absolute Acajou (AAM), Wood Armcap Wood Leg Finish Options (Required) AA F-Absolute Acajou, Wood Legs [AAM]	\$3,671.00	\$1,578.53	\$1,578.53
11	GLB	2	3374-W 22"d x 22"w x 17"h, Wood veneer top end table, DAWSON TABLES Dawson Frame & Edge Finishes AA F-(AAM) Absolute Acajou	\$1,015.00	\$436.45	\$872.90
12	GLB	1	3376-W 22"d x 42"w x 15"h, Wood veneer top coffee table, DAWSON TABLES Dawson Frame & Edge Finishes AA F-(AAM) Absolute Acajou	\$1,424.00	\$612.32	\$612.32
Subtotal						\$4,837.07

MULTI PURPOSE 101

13	HON	60	HIGS6DF Ignition 2 Multi-purp Stack Chair,Four Leg,Dual Fab Select Arm Type .F Arm: Fixed Select Caster/Glide Option .E Nylon Glide Select Back .U Back: Upholstered Select Back Upholstery \$(4) GRADE: IV UPHOLSTERY Upholstery Selection .SMHMOIN Coin Fab: Coin 07 Color: 07 Select Seat Upholstery \$(2) GRADE: II UPHOLSTERY Upholstery Selection .WP Whisper Vinyl UPH: Whisper Vinyl 38 COLOR: Elephant Select Frame .T Frame: Black	\$589.00	\$229.71	\$13,782.60
14	HON	10	HCT29LX	\$543.00	\$211.77	\$2,117.70



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Proposal
Quote # 18-301DL-R8

Date: 10/10/2018

PURCHASING:
Please include quote # and contract
on PO (see order notes)

Item	MFG	Qty	Product	List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
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Arrnge Seated Hght X-base for 42-48" Srfc

Endorse Frame Opt .BLCK Textured Black

15	HON	10	HCTRND48	\$444.00	\$173.16	\$1,731.60
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Arrange Table 48" Round Top

Grommet Selection .N No Grommet
Select Grade \$(L1STD) Grd L1 Standard Laminates
Select Laminate Finish .K9 LAM: Canyon Zephyr
Select Edgeband Color .R EDGE: Greige

Subtotal \$17,631.90

OFFICE 124

16	HON	1	HNL3066RPRF	\$1,529.00	\$596.31	\$596.31
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66x30x29-1/2 Rt Ped Desk rect top flush mod

Select Edge Detail .G Smooth, Flat
Edgeband Color Selection LOFT Loft
Select Handle Detail .B Cylinder/Black
Select Grommet Color .T1 Color: Platinum
Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates
Grade 1 Laminate Selection .LOFT LAM: Loft
Select Chassis Laminate Color \$(L2STD) Grd L2 Standard Laminates
Grd 2 Laminate Selection .LPT1 LAM: Portico Teak
Select Front Color \$(L2STD) Grd L2 Standard Laminates
Grd 2 Laminate Selection .LPT1 LAM: Portico Teak

17	HON	1	HNL2442LP	\$970.00	\$378.30	\$378.30
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42x24x29-1/2 Return Lf

Select Edge Detail .G Smooth, Flat
Edgeband Color Selection LOFT Loft
Select Handle Detail .B Cylinder/Black
Select Grommet Color .T1 Color: Platinum
Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates
Grade 1 Laminate Selection .LOFT LAM: Loft

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 Deer Park TX 77536

Proposal
Quote # 18-301DL-R8
 Date: 10/10/2018

PURCHASING:
 Please include quote # and contract
 # on PO (see order notes)

				List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
Item	MFG	Qty	Product			
			Select Chassis Laminate Color	\$(L2STD)	Grd L2 Standard Laminates	
			Grd 2 Laminate Selection	.LPT1	LAM: Portico Teak	
			Select Front Color	\$(L2STD)	Grd L2 Standard Laminates	
			Grd 2 Laminate Selection	.LPT1	LAM: Portico Teak	
18	HON	1	HNL242465TLL		\$2,156.00	\$840.84 \$840.84
			24x24x64-3/4 Tower ff lam drs wardrobe Lf			
			Select Handle Detail	.B	Cylinder/Black	
			Select Chassis Color	\$(L1STD)	Grd L1 Standard Laminates	
			Select Chassis Color	.LOFT	LAM: Loft	
			Select Front Color	\$(L2STD)	Grd L2 Standard Laminates	
			Grd 2 Laminate Selection	.LPT1	LAM: Portico Teak	
19	HON	2	HIGS6DF		\$589.00	\$229.71 \$459.42
			Ignition 2 Multi-purp Stack Chair,Four Leg,Dual Fab			
			Select Arm Type	.F	Arm: Fixed	
			Select Caster/Glide Option	.E	Nylon Glide	
			Select Back	.U	Back: Upholstered	
			Select Back Upholstery	\$(4)	GRADE: IV UPHOLSTERY	
			Upholstery Selection	.SMHMOIN	Coin	
			Fab: Coin	07	Color: 07	
			Select Seat Upholstery	\$(2)	GRADE: II UPHOLSTERY	
			Upholstery Selection	.WP	Whisper Vinyl	
			UPH: Whisper Vinyl	38	COLOR: Elephant	
			Select Frame	.T	Frame: Black	
20	KII	1	ALTMAA		\$1,310.00	\$734.28 \$734.28
			Altus Mesh Chair,Adjustable Arms,Upholstered			
			Base	/P	Black plastic base	
			Casters	/S	Hard floor casters	
			Headrest Option	/NHR	No headrest	
			Lumbar Support	/LS	Lumbar support	
			Altus Upholstery	/NFR	Compliance to TB 117-2013	
			Altus Upholstery	A1L	Upholstery Altus Grade A1 Leather	
			A1L Fabric	A1UPHLAL	A1L ALTUS	
			A1L ALTUS	/A1L1	BLACK LEATHER	



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JESSICA HUGHEY
Senior Services Supervisor
610 E. San Augustine
Deer Park TX 77536

Proposal
Quote # 18-301DL-R8

Date: 10/10/2018

PURCHASING:
Please include quote # and contract
on PO (see order notes)

Item	MFG	Qty	Product	List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
			Altus Mesh /MBL Black (standard)			
Subtotal						\$3,009.15

OFFICE 125

21	HON	1	HNL233628PSL 36Wx23-1/8Dx28-1/2H Shelf/Box/Box/Lat File Ped	\$1,241.00	\$483.99	\$483.99
			Select Handle Detail .B Cylinder/Black			
			Select Grommet Color .X No Grommet			
			Select Chassis Color \$(L2STD) Grd L2 Standard Laminates			
			Grd 2 Laminate Selection .LPT1 LAM: Portico Teak			
			Select Front Color \$(L2STD) Grd L2 Standard Laminates			
			Grd 2 Laminate Selection .LPT1 LAM: Portico Teak			
22	HON	1	HNL242465TLL 24x24x64-3/4 Tower ff lam drs wardrobe Lf	\$2,156.00	\$840.84	\$840.84
			Select Handle Detail .B Cylinder/Black			
			Select Chassis Color \$(L1STD) Grd L1 Standard Laminates			
			Select Chassis Color .LOFT LAM: Loft			
			Select Front Color \$(L2STD) Grd L2 Standard Laminates			
			Grd 2 Laminate Selection .LPT1 LAM: Portico Teak			
23	HON	1	HNLRC2460 60W x 24D Rectangle Worksurface	\$297.00	\$115.83	\$115.83
			Select Edge Detail .G Smooth, Flat			
			Edgeband Color Selection LOFT Loft			
			Select Grommet Color .P Color: Black			
			Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates			
			Grade 1 Laminate Selection .LOFT LAM: Loft			
24	HON	1	HNLMP6028 60W x 27-7/8H Modesty / Back Panel	\$250.00	\$97.50	\$97.50
			Select Grommet Color .P Color: Black			
			Select Laminate Color \$(L2STD) Grd L2 Standard Laminates			
			Grd 2 Laminate Selection .LPT1 LAM: Portico Teak			



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San Antonio, Texas 78247
Donna Lange

dmlange@vescolp.com

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Vizient, KI NJPA PRICING***

Maxwell Center

JESSICA HUGHEY
Senior Services Supervisor
610 E. San Augustine
Deer Park TX 77536

Proposal

Quote # 18-301DL-R8

Date: 10/10/2018

PURCHASING:

Please include quote # and contract
on PO (see order notes)

Item	MFG	Qty	Product	List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
25	HON	1	HNL3066LPRF 66x30x29-1/2 Lf Ped Desk rect top flush mod	\$1,549.00	\$604.11	\$604.11
			Select Edge Detail .G Smooth, Flat			
			Edgeband Color Selection LOFT Loft			
			Select Handle Detail .B Cylinder/Black			
			Select Grommet Color .P Color: Black			
			Select Top Laminate Color \$(L2STD) Grd L2 Standard Laminates			
			Grd 2 Laminate Selection .LPT1 LAM: Portico Teak			
			Select Chassis Laminate Color \$(L2STD) Grd L2 Standard Laminates			
			Grd 2 Laminate Selection .LPT1 LAM: Portico Teak			
			Select Front Color \$(L2STD) Grd L2 Standard Laminates			
			Grd 2 Laminate Selection .LPT1 LAM: Portico Teak			
26	HON	2	HIGS6DF Ignition 2 Multi-purp Stack Chair,Four Leg,Dual Fab	\$589.00	\$229.71	\$459.42
			Select Arm Type .F Arm: Fixed			
			Select Caster/Glide Option .E Nylon Glide			
			Select Back .U Back: Upholstered			
			Select Back Upholstery \$(4) GRADE: IV UPHOLSTERY			
			Upholstery Selection .SMHMOIN Coin			
			Fab: Coin 07 Color: 07			
			Select Seat Upholstery \$(2) GRADE: II UPHOLSTERY			
			Upholstery Selection .WP Whisper Vinyl			
			UPH: Whisper Vinyl 38 COLOR: Elephant			
			Select Frame .T Frame: Black			
27	KII	1	ALTMAA Altus Mesh Chair,Adjustable Arms,Upholstered	\$1,310.00	\$734.28	\$734.28
			Base /P Black plastic base			
			Casters /S Hard floor casters			
			Headrest Option /NHR No headrest			
			Lumbar Support /LS Lumbar support			
			Altus Upholstery /NFR Compliance to TB 117-2013			
			Altus Upholstery A1L Upholstery Altus Grade A1 Leather			
			A1L Fabric A1UPLAL A1L ALTUS			

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Maxwell Center
 JESSICA HUGHEY
 Senior Services Supervisor
 610 E. San Augustine
 Deer Park TX 77536

Proposal
Quote # 18-301DL-R8
 Date: 10/10/2018

PURCHASING:
 Please include quote # and contract
 # on PO (see order notes)

Item	MFG	Qty	Product	List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
			A1L ALTUS /A1L1 BLACK LEATHER Altus Mesh /MBL Black (standard)			
Subtotal						\$3,335.97

STORAGE 109

28	HON	4	H9173A Flagship 30W 3-Drw "A" Pull Lateral 30W 39-1/8H 18D Lock/Omt Opts .L Standard Random Key Lock Select Paint Color \$(CORE) PAINT: Select Core Paint Select Paint .P PAINT: Black	\$1,191.00	\$416.85	\$1,667.40
29	HON	4	H919466 66Wx18D Square Edge Laminate Top For Lateral File Select Laminate \$(L2STD) Grd L2 Standard Laminates Grd 2 Laminate Selection .LPT1 LAM: Portico Teak	\$758.00	\$265.30	\$1,061.20
30	HON	2	HFSC183640A Flagship Stg Cab 39 1/8Hx36Wx18D A Pulls&2 Adj Shlf Lock/Omt Opts .L Standard Random Key Lock Select Paint Color \$(CORE) PAINT: Select Core Paint Select Paint .P PAINT: Black	\$1,003.00	\$351.05	\$702.10
31	HON	2	HFSC183640W Flagship Bookcase 3-shelf 36"W x 18"D x 39-1/8"H Select Paint Color \$(CORE) PAINT: Select Core Paint Select Paint .P PAINT: Black	\$810.00	\$283.50	\$567.00
32	HON	5	HFSC183664A Flagship Stg Cab 64 1/4Hx36Wx18D A Pulls&4 Adj Shlf Lock/Omt Opts .L Standard Random Key Lock Select Paint Color \$(CORE) PAINT: Select Core Paint Select Paint .P PAINT: Black	\$1,463.00	\$512.05	\$2,560.25
33	HON	7	HFMSC186430RWB	\$1,676.00	\$742.77	\$5,199.39



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Maxwell Center

JESSICA HUGHEY
Senior Services Supervisor
610 E. San Augustine
Deer Park TX 77536

Proposal

Quote # 18-301DL-R8

Date: 10/10/2018

PURCHASING:

Please include quote # and contract
on PO (see order notes)

				List Price: Per Unit	Sell Price: Per Unit	Sell Price: Extended
Item	MFG	Qty	Product			
			Modular Storage Cabinet 18"D x 64 1/4"H x 30"W			
			Lock Opts .L Standard Random Key Lock			
			Select Paint Color \$(CORE) PAINT: Select Core Paint			
			Select Paint .P71 PAINT: Black			
			Glide: Option .G Glide			
				Subtotal		\$11,757.34
ZINSTALL						
34	ZGW	1	ZINSTALL	\$0.00	\$8,620.00	\$8,620.00
			TO RECEIVE, DELIVER & INSTALL DURING NORMAL BUSINESS HOURS 8-5			
				Subtotal		\$8,620.00
Total:						\$86,629.30



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Maxwell Center
JESSICA HUGHEY
Senior Services Supervisor
610 E. San Augustine
Deer Park TX 77536

Proposal
Quote # 18-301DL-R8

Date: 10/10/2018

PURCHASING:

Please include quote # and contract
on PO (see order notes)

Item MFG Qty Product

List Price: **Sell Price:** **Sell Price:**
Per Unit **Per Unit** **Extended**

ORDER NOTES:

HON National IPA/TCPN Supply Schedule
Manufacturer: HON
National IPA/TCPN Contract #: R142208
INCLUDE ON YOUR PO:
CONTRACT#
YOUR CONTRACT MEMBER/AGENCY#
OUR QUOTE#
ISSUE PO TO:
The Hon Company
c/o Gateway
200 Oak Street
Muscatine, IA 52761
Vendor ID: 14214914740
Lead time: 4-6 weeks

Global Vizient Purchasing Agreement Contract
Manufacturer: Global Industries
Global Contract #: CE0313
INCLUDE CONTRACT# AND YOUR AGENCY# ON PO
ISSUE PO TO:
Global
c/o Gateway
17 West Stow Road
PO Box 562
Marlton, NJ 08053
Lead time: 4-6 weeks

KI NJPA CONTRACT
Manufacturer: KI
NJPA Contract #: 03715-KII
Order From: KI
C/O Gateway
1330 Bellevue Street / PO Box 8100
Greenbay, WI 54302
Lead time: 4-5 weeks



dmlange@vescolp.com
PH: (281) 842-1877 FAX:

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Maxwell Center
JESSICA HUGHEY
Senior Services Supervisor
610 E. San Augustine
Deer Park TX 77536

Proposal
Quote # 18-301DL-R8

Date: 10/10/2018

PURCHASING:
Please include quote # and contract
on PO (see order notes)

Item MFG Qty Product

List Price: **Sell Price:** **Sell Price:**
Per Unit **Per Unit** **Extended**

Special Instructions:

Gateway is pleased to provide this pricing for your consideration. Proposal valid for 30 days.

Please view the detailed list of product in this proposal. Delivery and Installation during regular
business hours, Monday through Friday 8AM to 5PM, unless noted otherwise.

Please note: A deposit is required on all furniture orders prior to order placement.

This proposal contains **Special Order** items that are **Not Returnable**.

Once an order is placed, cancellations are **Not Allowed**.

Estimated leadtime is 4-6 weeks, subject to the manufactures production / shipping schedule.

Your signature below indicates your approval to order the items listed on this proposal.

Purchase Order: _____

Signature: _____

Date: _____

Print Name: _____



Legislation Details (With Text)

File #: AUT 18-086 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 10/4/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Authorization of two (2) contract amendments between the City of Deer Park and the Texas Emergency Services Retirement System (TESRS).

Sponsors:

Indexes:

Code sections:

Attachments: [DeerPark SupplementalPayments_eff10012018](#)
[DeerPark_IncreaseAmend_eff10012018](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Authorization of two (2) contract amendments between the City of Deer Park and the Texas Emergency Services Retirement System (TESRS).

Summary:

The City of Deer Park participates in the Texas Emergency Services Retirement System for volunteer firefighters and EMS personnel. The retirement system is a defined benefit system in which the pension benefit is calculated based on a monthly contribution during the member's active service. The current monthly contribution is \$120 per member, per month. This contract amendment will increase the monthly contribution to \$132 per member, per month. This increase brings our Department up to the level that is consistent with other departments in our area who also participate in this retirement system for their volunteer firefighters. The second amendment also establishes a "13th check" to be issued to retirees of the pension system. The TESRS system is a defined benefit program that does not have any form of COLA or other increase post-retirement, so the 13th check is a mechanism to give the retirees an increase in the form of one extra payment per year. The 13th check is issued to the retirees in December. This 13th check is a one-time payment, and will be authorized each year depending on the availability of funds.

Fiscal/Budgetary Impact:

The increased cost of monthly contributions and the 13th check is available within the adopted budget.

Staff recommends approval of this increase.

AMENDMENT
Texas Emergency Services Retirement System and
City of Deer Park, Texas
Deer Park Fire Department

The Texas Emergency Services Retirement System (TESRS) and City of Deer Park, Texas (Governing Entity), on behalf of the Deer Park Fire Department (Participating Department), entered into a Contract effective January 1, 1978. The parties agree to the amendment of the Contract as described below. The effective date of this Amendment is **October 1, 2018**.

Supplemental Payment to Certain Retirees:

Effective October 1, 2018, TESRS and the Governing Entity agree to facilitate the Governing Entity's election to provide a one-time, supplemental payment to certain retirees as delineated on Attachment A, Supplemental Payment Retirees. TESRS will make the supplemental payment to the identified retirees in the amount specified for each listed in Attachment A and, in accordance with instructions from TESRS, the Governing Entity will reimburse TESRS the total amount of the supplemental payments made.

EXECUTION

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Amendment to be executed effective October 1, 2018 by their duly authorized officers or other representatives.

City of Deer Park, Texas

Texas Emergency Services Retirement System

Jerry Mouton, Jr., Mayor

Kevin Deiters, Executive Director

Date: _____

Date: _____

Deer Park Fire Department

Judy Johnson, CPA, Chief Financial Officer

Robert Hemminger, Emergency Services Dir.

Date: _____

Date: _____

Attachment A – Supplemental Payment Retirees

	Name	Payment Amount
1	BARKER, RONALD WAYNE	\$217.45
2	BARNES JR., ARVEL B	\$80.48
3	BARRETT, JAMES DOUGLAS	\$94.31
4	BECKHAM, JACK A	\$53.29
5	BILLINGS, HUGH DAVID	\$165.88
6	BLOODWORTH, WINFORD KEITH	\$31.50
7	BOEHM JR, ELROY CHARLES	\$119.62
8	BOURGEOIS, JACOB	\$139.97
9	BREWER, CECIL ALAN	\$234.15
10	BRIDGES, GREGORY GLEN	\$809.08
11	BRUMMERHOP, SIDNEY ROBERT	\$41.20
12	BURKE, WAYNE A	\$61.71
13	BUTTERFRAS, BRUCE WAYNE	\$152.14
14	CAIN, JOHN DAVID	\$253.20
15	CAMPISE, DANIEL ANTHONY	\$148.80
16	CANTU, JOSE	\$114.91
17	CARR, ROBERT LYNN	\$75.93
18	CHAFFIN, JOY L	\$42.67
19	CLOUD, JAY DAVID	\$397.97
20	COLE JR, WOODROW WILSON	\$42.67
21	COLLEY, SHERRILL GENE	\$336.59
22	DAVILA JR, FERNANDO	\$248.04
23	DAVIS, DON H	\$409.26
24	DE BORDE, ALFRED ALLEN	\$91.11
25	DEAN, JOHN W	\$71.16
26	DELGADO, HUMBERTO	\$106.68
27	DICKERSON, DAVID GLENN	\$71.16
28	EBERLE, RUTH ANNE	\$28.42
29	FRANGER, SUSAN M	\$36.57
30	GAILEY, ROBERT L	\$110.04
31	GANTENBEIN, JAY WENDELL	\$115.11
32	GAUS, JAMES ALEXANDER	\$166.07
33	GONZALEZ, JUAN	\$92.17
34	GOODMAN, EDNA E CHAPPELL	\$70.96
35	GRAHAM, AUBREY EUGENE	\$263.21

36	GREEN, JOHN FRANKLIN	\$582.24
37	GREEN, WILLIAM O	\$270.17
38	HAMALA, DANIEL EUGENE	\$335.05
39	HARRINGTON, MARVIN LEE	\$52.40
40	HAYDOCK, RICHARD TERRELL	\$24.54
41	HENDREY, BILLIE L	\$58.95
42	HERRON, ROBERT D	\$77.20
43	HUDSON, GLENN RAY	\$136.19
44	JACOB, GARTH MALLAU	\$174.43
45	JARDON, MARTIN SCOTT	\$293.43
46	JOHNSON, BILL MACK	\$25.33
47	KEMP, CARL A	\$514.94
48	KNOTT, WILLIAM MICHAEL	\$155.80
49	LIEDER, DARREL EUGENE	\$309.30
50	LITTLE, VAN TOMMY	\$37.30
51	LOYD, LOUIS KEITH	\$434.13
52	MALONE, DREW DANIEL	\$81.80
53	MALONE, PAUL DAVID	\$81.49
54	MELANSON, WILLIAM ARTHUR	\$95.71
55	MENARD JR, KENNETH JOHN	\$85.59
56	MESA, JOE	\$437.03
57	MILLS, CLINTON I	\$62.85
58	MORGAN, DAVID PRENTISS	\$62.11
59	MORGAN, GREGORY PAT	\$175.16
60	MORRIS, JERRY WAYNE	\$307.52
61	NEVEDOMSKY, VANCE DEAN	\$210.60
62	PARRISH, RONALD G	\$70.28
63	PATTERSON, GEORGE HOLLIS	\$53.07
64	PERRY, MARY L	\$93.69
65	PHILLIPS, DAVID WAYNE	\$70.12
66	PIPKIN, SAMUEL P	\$76.27
67	POWELL, MATT THOMAS	\$55.09
68	RADWAN, SUSAN B	\$242.46
69	RATISSEAU JR, ROGER ANTHONY	\$45.79
70	RECORDS, MICHAEL ALLAN	\$46.69
71	REED, KENNETH GLENN	\$319.66
72	REYNOLDS, JOSEPH LAVON	\$152.14
73	SANDERS, GLEN C	\$35.58
74	SCHULZE, JULIA A	\$71.84
75	SORENSEN SR, JAMES CARL	\$84.98

Amendment Effective Date:
October 1, 2018

76	STACK JR, HORACE W	\$292.30
77	STACK, ARGELIA C	\$156.85
78	STALEY, RUSSELL LOWELL	\$123.54
79	TAYLOR, RONALD WESLEY	\$33.73
80	THOMPSON, MARLENE	\$48.65
81	TULLGREN, GEORGE EDWIN	\$326.15
82	TURNER, NELSON LEWIS	\$371.43
83	TURNER, RODGER ALLEN	\$413.64
84	URSPRUNG, ELLIE MARIE	\$69.00
85	VANDAGRIFF, MARK ALLAN	\$99.01
86	VARLEY, JAMES CLYDE	\$683.32
87	VEAZEY, GARY ROB	\$574.39
88	WHITE, JOHN DAVID	\$248.41
89	WILLIAMS, DONNY RAY	\$97.80
90	WILLIS, SCOTT D	\$217.92
91	WOOD, WANDA JO	\$45.52
92	WORKMAN, EMMA GARLENE	\$56.52
93	ZAFEREO, PETER DEWAYNE	\$86.82
		\$15,937.40

Amendment Effective Date:
October 1, 2018

Texas Emergency Services Retirement System
and
City of Deer Park, Texas
Deer Park Fire Department

AMENDMENT
Texas Emergency Services Retirement System and
City of Deer Park, Texas
Deer Park Fire Department

The Texas Emergency Services Retirement System (TESRS) and City of Deer Park, Texas (Governing Entity), on behalf of the Deer Park Fire Department (Participating Department), entered into a Contract effective January 1, 1978. The parties agree to the amendment of the Contract as described below. The effective date of this Amendment is **October 1, 2018**.

Monthly Contribution Rate: Effective October 1, 2018, the Governing Entity has elected to increase Part One monthly contributions to the TESRS Pension System on behalf of each active participating member from a rate of **\$120.00** to **\$132.00** per month. TESRS will apply the increase in the monthly contributions effective October 1, 2018.

EXECUTION

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Amendment to be executed effective October 1, 2018 by their duly authorized officers or other representatives.

City of Deer Park, Texas

Texas Emergency Services Retirement System

Jerry Mouton, Jr., Mayor

Kevin Deiters, Executive Director

Date: _____

Date: _____

Deer Park Fire Department

Judy Johnson, CPA, Chief Financial Officer

Robert Hemminger, Emergency Services Dir.

Date: _____

Date: _____



Legislation Details (With Text)

File #: AMD 18-014 **Version:** 1 **Name:**
Type: Amendment **Status:** Agenda Ready
File created: 10/5/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Consideration of and action on a referral to the Planning and Zoning Commission to adopt the Community Service District into Section 7. Commercial Districts of the City Zoning Ordinance.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Consideration of and action on a referral to the Planning and Zoning Commission to adopt the Community Service District into Section 7. Commercial Districts of the City Zoning Ordinance.

Summary:

When Zoning Ordinance #3886 was adopted on March 21, 2017, the Community Service District was eliminated. It has been deemed necessary to re-establish the Community Service District rather than initiate the process of creating new Commercial Districts currently in the aforementioned Community Service District. Below is a proposed schedule for this matter:

10/16/18 City Council makes referral to Planning and Zoning Commission
11/5/18 Planning and Zoning schedules a Public Hearing
12/3/18 Planning and Zoning conducts Public Hearing & referral to City Council
12/17/18 City Council call for Joint Public Hearing
1/22/19 Joint Public Hearing

Fiscal/Budgetary Impact:

None

Approval the referral to the Planning and Zoning Commission



Legislation Details (With Text)

File #: VAR 18-016 **Version:** 1 **Name:**
Type: Variance Request **Status:** Agenda Ready
File created: 10/9/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Consideration of and action on submitting a request to the Board of Adjustment for a six (6) inch variance to the height of a privacy fence to be constructed along the east property line of the Deer Park City Hall.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Consideration of and action on submitting a request to the Board of Adjustment for a six (6) inch variance to the height of a privacy fence to be constructed along the east property line of the Deer Park City Hall.

Summary:

At the August 21, 2018 and September 25, 2018 Workshops, Council discussed the possibility of adding new fencing along the east property line of the new City Hall, where municipal property abuts the backyards of homeowners on the west side of Dunn Circle. Installation of a new fence will create an improved sight and sound barrier between City Hall and these homes. Given the unique characteristics of the proximity of the new two-story building with a drive through right next to the neighbors backyards, the consensus of Council during workshop was that constructing a wooden fence seemed to be a reasonable request. The fence would be placed on the lot line, and while the City will retain ownership of it, the neighbors would be responsible for its future maintenance.

The fence is proposed to be seven (7) feet in height. Section 18-593 of the Zoning Ordinance limits the height of a fence in a Residential District to six (6) feet, six (6) inches. Therefore, a variance will be required. The next meeting date of the Board of Adjustment after the October 16, 2018 Council meeting is November 5, 2018. At that time, the Board of Adjustment can consider calling a public hearing for a future date on the variance request.

Fiscal/Budgetary Impact:

Approve the submission of a request to the Board of Adjustment for a six (6) inch variance to the height of a privacy fence.



Legislation Details (With Text)

File #: AGR 18-027 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 8/24/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Consideration of and action on entering into an agreement with PAX Water Technologies.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [Deer Park TX - 1MG Pasadena Pump Station GST RCS Firm](#)
[Deer Park TX - 0.5MG Pasadena PS EST Firm](#)
[PAX Sole Source](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Consideration of and action on entering into an agreement with PAX Water Technologies.

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

The proposal, totaling \$162,600.00 includes a water quality station, a PAX Smart Controller, a chemical feed system for ammonia, a mixer for the ground storage tank, a mixer for the elevated storage tank, SCADA control and feedback, training, and installation.

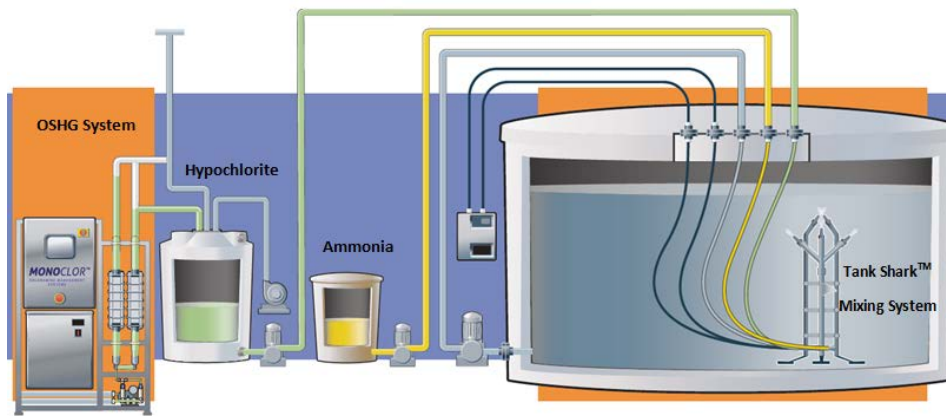
The PAX system that was installed at the Coy Drive has proven to be an effective treatment process in increasing the chlorine residual in the tank and distribution system and preventing nitrification from occurring.

Fiscal/Budgetary Impact:

This project is funded out of the account 40-506-4904.

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

FIRM PROPOSAL
MONOCLOR®
RESIDUAL CONTROL SYSTEM
FOR
CITY OF DEER PARK, TX
1MG PASADENA PUMP STATION GST



PSI Water Technologies, Inc. File No.: P18-3381
CA Contractor's License: #877235

Prepared on: September 25, 2018

SALES REPRESENTATIVE
Environmental Improvements, Inc. (EI²)
Blake Royce
517 North Kealy
Lewisville, TX 75057
T: (713) 461-1111
M: blake@ei2hou.com

TABLE OF CONTENTS

Cover Letter

Section 1: Scope of Supply

Section 2: Proposal Acceptance

Section 3: Terms and Conditions

IMPORTANT NOTICE: All the information in this Proposal is confidential and has been prepared for Buyer's use solely in considering the purchase of the Equipment described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.



September 25, 2018

Nicholas Cook
City of Deer Park, TX

Re: Monoclor® Residual Control System for City of Deer Park, TX
PSI Water Technologies, Inc. File No.: P18-3381

Dear Nicholas,

Thank you for your interest in PSI Water Technologies, Inc. (PSI), a UGSI Solutions company. We have prepared this budgetary proposal for providing a Monoclor® Residual Control System (RCS) for 1MG Pasadena Pump Station GST. Our proposal is based on the following design criteria:

Design Criteria

Reservoir Diameter, ft	74
Reservoir Height, ft	32
Maximum Capacity, MG	1
Average Flow, MGD	1.5
Reservoir Type	GST
Disinfectant	Chloramines (Chlorine gas/ 40% LAS)
Desired Chlorine Residual, ppm	2.0
Minimum Influent Chlorine Residual, ppm	0.5
Chlorine Dose, ppm	1.5
Peak Chlorine Demand, ppd	12.5

System Features & Advantages

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

Our Monoclor® RCS consists of all equipment essential for a complete system, including:

1. Accurate chemical dosing at the correct ratio
2. Proper mixing to ensure a homogenous water body that will not stratify
3. High energy mixing that ensures instantaneous reaction of introduced chemicals
4. Real-time monitoring and control logic to maintain or achieve equilibrium by responding to dynamic reservoir conditions



The Monoclor® RCS enables operators to:

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

The PAX PWM400 mixer is a submersible active mixing system for potable water storage tanks and reservoirs. When operated correctly, the PAX PWM400 mixer can rapidly eliminate thermal stratification, decrease ice formation, rapidly blend and distribute doses of residual disinfectant, and maintain uniform chemical and temperature conditions. Under some conditions, the mixing action can also reduce the rate of residual disinfectant loss and lower volatile disinfection byproduct levels inside the tank when used as part of an in-tank aeration system.

Our scope of supply follows in section 1. All pricing is based on our standard system, as outlined in our equipment specifications (available upon request). Section 3 includes our standard Terms and Conditions.

We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Blake Roye at Environmental Improvements, Inc., or myself at (281) 636-6129.

Sincerely,

John Koch
Regional Sales Manager

Cc: David Shekhtman, PSI Water Technologies, Inc.
Kristine Tolentino, PSI Water Technologies, Inc.
Blake Roye, Environmental Improvements, Inc.

SECTION 1

SCOPE OF SUPPLY

- A. Scope of Supply – Monoclor RCS
- B. Scope of Work by Others
- C. Clarifications
- D. Terms of Sale
- E. Delivery

A. SCOPE OF SUPPLY – MONOCLOR® RCS

The following equipment and services are included in our scope of work. All equipment will be manufactured in accordance with our standard equipment.

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
1.	Smart Control Center, SCC1000 <ul style="list-style-type: none"> Human Machine Interface (HMI): Color LCD touch screen Communication: Ethernet based access to HMI software from computer or smartphone within same network Battery Back-Up: Up to 15 minutes of battery power Remote Monitoring Telemetry Water Quality Station Communication: Two wire twisted cable Chemical Dosing Controller: RS-485 port for chemical feed system communications SCADA: Modbus TCP/IP standard, analog output available if necessary Panel – Mounted Disconnect Switch Enclosure: Equal to or greater than Type 4 rating 	1
2.	Liquid Ammonium Sulfate (LAS) Storage Tank, including: <ul style="list-style-type: none"> HDLPE Construction 55 Gallon Capacity Ultrasonic Level Control Dimensions: 22" D x 34" H Single Pallet LDPE Secondary Containment Skid (62 gallon) Skid Dimensions: 40" L x 40" W x 12" H 	1
3.	Chemical Feed System - Ammonia, ASP <ul style="list-style-type: none"> Skid: Black polypropylene Pump: Watson Marlow Q Dos 30 Peristaltic Pump, 7.93 GPH @ 100 PSI Piping: PVC schedule 80 Secondary Containment: 9 gallons secondary containment Controller - Input/Output: 4 digital inputs, 2 digital outputs, 2 analog inputs, 1 analog output Communication: Modbus protocol with Smart Control Center Connection: RS-485 cable Enclosure: Equal to or greater than Type 3R rating Pump Control Option: Digital relay, analog (4-20 mA), power switch Accessories: <ul style="list-style-type: none"> Calibration Column Pressure Relief Valve Backpressure Valve Wye Strainer 	1

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
4.	Water Quality Station, WQS1000 <ul style="list-style-type: none"> Water Connection: 3/8" Push-connect Sampling Flow Rate: 10 GPH Connectivity: Modbus RS485 Connection Data Logging: Real-time DAQ on USB flash drive Measurement - Total Chlorine: Dual Amperometric reagent less online sensor, 0-10 PPM measuring range, 0.01 PPM resolution Measurement – ORP Sensor (Platinum Extended Tip) Measurement - Temperature: 32-212° F measuring range, 0.1° F resolution Measurement - pH: 0-14 measuring range, 0.01 resolution Measurement - Water Level (optional): pressure transducer, resolution of 1% maximum scale Enclosure: Equal to or greater than Type 3R rating 	1
5.	I/O Tank Adapter Box, IOB1000 <ul style="list-style-type: none"> A box that adapts to an existing cathodic protection port to allow chemical lines and mixer power line fed into the tank 	1
6.	PWM400 Mixer Wet Assembly, including: <ul style="list-style-type: none"> Stainless steel 316 impeller designed to mix up to 1.5 million gallons of water for chemical dosing Passivated to minimize corrosion The ability to function continuously regardless of tank cycles 230V three phase 0.5 horsepower water-cooled motor provided by the PAX Control Center Chemical Injection Stem Assembly 	1
7.	Control Center Dry Assembly with SCADA Compatibility, including: <p>Nema 3R Enclosure:</p> <ul style="list-style-type: none"> Lockable and weather resistant Overall weight of control center 50 lbs. Green and Red LED Indicator lights to display motor status <p>Motor Controller/VFD:</p> <ul style="list-style-type: none"> 115VAC single phase, rated to 1.0 HP Operating temperature range -4 °F to 129 °F (-20 °C to 54 °C) Manual speed control Thermal shut-off protection built-in Current overload protection built-in 300mA trip level GFCI <p>SCADA outputs included:</p> <ul style="list-style-type: none"> Digital Output signal indicating motor running Digital Output signal indicating fault Digital Input/Output signal for remote motor on/off 	1

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
	<ul style="list-style-type: none"> ▪ RS-485 or Dry Contact connections 	
8.	Cable 130 ft. , including: <ul style="list-style-type: none"> ▪ Flat-jacketed 4 conductor ▪ Molded 3 wire pump plug 	1
9.	Tripod Assembly, PWM400 , including: <ul style="list-style-type: none"> • Stainless steel 316 legs • Chlorine/chloramine resistant rubber foot pad to avoid scratching tank floor • Stainless steel knobs for tool-less installation 	1
10.	Long Bail Handle & Chain <ul style="list-style-type: none"> • Stainless steel 316 handle to deploy mixer in full tanks 	1
11.	Tank Penetration Accessories <ul style="list-style-type: none"> • Stainless steel strain relief for 4 wire flat-jacketed cable 	1
12.	Equipment Installation <ul style="list-style-type: none"> • Wall mounting of WQS, SCC, and PAX Mixer Control Center in a concrete building near the tank base. • Chemical and sample lines installation • Mixer installation at the center of the tank. • Conduit runs for power, chemical, and sample lines of the PAX equipment from the tank base to the tank hatch penetration. • Wiring and signal connections between the PAX equipment • Installation equipment rental, including equipment unloading on site 	Included
13.	Manufacturer's Field Services (2 Day(s) at the Jobsite) , including: <ul style="list-style-type: none"> • Installation Inspection • System Start-Up • Operator Training 	Included
14.	Design Submittal and Operation & Maintenance Manual as Follows <ul style="list-style-type: none"> ▪ Submittal: Sent Electronically ▪ O&M Manual: Sent Electronically <p><i>Please notify us if an alternate quantity is required so that we can modify our proposal accordingly.</i></p>	Included
15.	FOB Factory, Campbell, CA with Full Freight Allowed to Jobsite, Deer Park, TX	Included
	FIRM PRICE [ITEMS 1-15]	\$126,900

B. SCOPE OF WORK BY OTHERS

1. **Chlorine gas supply.**
2. **Chlorine gas storage vessel with scale.**
3. **Instrumentation for chlorine gas storage vessel, including a 4-20mA actuator and flow valves for flow control.**
4. **Chlorine gas feed system.**
5. **Instrumentation for chlorine gas feed system.**
6. **All trenching and underground conduit runs.**
7. **Electrical power to Control Panels, WQS, and Chemical Feed Skid.**
8. 40% Liquid Ammonium Sulfate supply.
9. Each chemical storage tank must be labeled appropriately according to local regulations. Check with your local regulating agency for requirements.
10. Proper distance between chemical storage tanks must be maintained according to local regulations.
11. All civil works and concrete pad for equipment.
12. Any underground or structural work.
13. Design and supply of anchor bolts and seismic restraints (not required).
14. Any conduit runs from the concrete building housing the equipment to the tank base.
15. Any building or shed upgrades.
16. Any tank recoating services, labor, or parts.
17. Any tank vent modifications.
18. Junction box to connect mixer power cable to electrical conduit.
19. Hatch opening size or location modifications.
20. Heat tracing and insulation of all interconnecting equipment, if required.
21. Room ventilation, air conditioning, or lighting.
22. SCADA integration.
23. Videotaping.
24. All taxes, fees, lien waivers, bonds and licenses.
25. Permitting or regulatory approval.
26. Any items not explicitly listed under Scope of Supply by Process Solutions, Inc.

C. CLARIFICATIONS

1. All equipment excluding PAX Mixer must be installed in an indoor location. A shed or enclosure is not included in the proposal.
2. Water sampling piping from Mixer to Water Quality Station should not exceed a length of 300 ft. Flow to analyzer is 10 GPH.
3. Reservoir Low Water Level must be above 10' for PAX to function properly.
4. The water sample after passing the Water Quality Station is assumed to be drained to a nearby drain.
5. The performance of the Monoclor® RCS design reported in this document is dependent on the tank operations data provided in the design criteria and may vary significantly under different operating conditions and/or scenarios.
6. Installation inspection, start-up and operator training can be provided by a PSI representative for a mutually agreed fee if they are not included in PSI's Scope of Work above. Whether or not PSI is providing start-up services, PSI will provide a start-up checklist.
7. PSI requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PSI will work with you to attempt to accommodate your scheduling needs.
8. Once the on-site service has been scheduled, PSI requires a minimum of one (1) week notification in the event of a delay. Notice of delay received less than one (1) week prior to a scheduled site visit may result in a change fee.
9. Do not mix hypochlorite and ammonia as toxic vapors will be produced.

D. TERMS OF SALE

- PSI Water Technologies will provide a Schedule of Values which will be mutually agreed upon at the time the Purchase Order is issued. This schedule of values will become part of the Terms and Conditions of the issued Purchase Order.
- Net 30 Days
- Price Valid for 90 Days

E. DELIVERY

- Design Submittal: 2 – 4 Weeks After Receipt of Fully Executed Order
- Equipment Shipment: 4 – 6 Weeks After Approval of Submittals

SECTION 2

PROPOSAL ACCEPTANCE Monoclor® Residual Control System

PSI Water Technologies, Inc. File No.: P18-3381

- 1) PSI Water Technologies, Inc. (Seller) proposes to furnish materials, and/or equipment for the product identified at the beginning of this proposal. Any items not shown above as detailed under (i) 'SCOPE OF SUPPLY', (ii) 'SCOPE OF ENGINEERING', or (iii) other attachments to this proposal, are EXCLUDED. In addition:
 - a. Seller's price will be held valid for a period of 90 days from the date of this proposal ("Proposal Date"). Seller shall have the right to reprice this proposal if the Buyer's order is received more than 90 days beyond the Proposal Date or delivery more than 365 days after commercial agreement.
 - b. Prices are in US Dollars.
 - c. Local or state taxes are not included in this proposal.
- 2) This proposal by Seller is contingent upon: (i) Seller's written acceptance of the signed proposal, a purchase order, or other document issued by the Buyer in response to this proposal; and (ii) Buyer's assent to the terms and conditions contained in this proposal, such terms to take precedence in the event of conflict with any other terms or documents incorporated into the contract arising out of this proposal unless otherwise agreed in a writing, signed by "Seller" (iii) satisfactory completion of an anti-corruption due diligence review, if applicable.
- 3) All of the information supplied by Seller in connection with this proposal (including drawings, designs and specifications) (the "Information") is confidential and/or proprietary and has been prepared for Buyer's use solely in evaluating the purchase of the equipment and/or services described herein. Transmission of all or any part of the Information to others, or use by Buyer for any purpose other than such evaluation, is expressly prohibited without Seller's prior written consent.
- 4) Please return a signed copy of this proposal or address and send your purchase order to:

PSI Water Technologies, Inc.
1077 Dell Ave, Suite A
Campbell, CA 95008
Attn: Guy Chadwell
Phone: 408.819.3043
Fax: 408.866.4660
E-mail: gchadwell@ugsicorp.com

Thank you for your interest in PSI Water Technologies, Inc. We are committed to meeting your expectations.

Proposal Acceptance

An authorized signature indicates Buyer's acceptance of this proposal, including without limitation Seller's Standard Terms and Conditions of Sale below.

Company Name

Buyer's Name (printed)

Buyer's Authorized Signature

Date

SECTION 3

TERMS AND CONDITIONS Monoclor® Residual Control System

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

2. Pricing. The prices shall be as stated in Seller's proposal or order acknowledgment.

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

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

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

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

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

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

9. Warranty. (a) **Basic Warranty.** Seller warrants for a period of 36 months from the date of start-up of the Products, or 42 months from the date of shipment of the Products, whichever is earlier (the "Basic Warranty Period"), that the Products and the components thereof will be free from defects in material and workmanship (the "Basic Warranty"). If the claimed defect is verified by Seller, then, as the sole and exclusive remedy of the Buyer or the end-user of the Products (the "Customer") for breach of the Basic Warranty, Seller will, at Seller's sole option (i) repair the defective Product or component free of charge, or (ii) replace the defective Product or component free of charge F.O.B. Buyer's facility. The warranty on repaired or replaced Products or components is limited to the remainder of the Basic Warranty Period.

(b) **Warranty Attachment.** The warranties in this Section 9 are subject to the provisions, and to compliance with the warranty claim procedure, set forth on the Warranty Attachment hereto, which is incorporated herein by this reference.

(c) **SOLE WARRANTY.** THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE PRODUCTS AND SELLER'S WARRANTIES ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

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

11. Remedies of Seller. Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of the order that is the subject of this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein; (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this Agreement, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance



under this Agreement is impaired. Seller's obligations under Section 9 hereof will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 beyond the period provided therein. Seller's election of any remedy in the event of a default by Buyer will not preclude Seller from exercising any other remedy available to Seller hereunder or at law or in equity for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 3.

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

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

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

FIRM PROPOSAL

PAX PWM150 MIXER FOR CITY OF DEER PARK, TX 0.5MG PASADENA PUMP STATION EST



PAX 150 SERIES MIXER

PAX Water Technologies, Inc., File No.: P18-3414

Prepared on: September 25, 2018

SALES REPRESENTATIVE:
Environmental Improvements, Inc. (EI2)
Blake Roye
517 North Kealy
Lewisville, TX 75057
T: (713) 461-1111
M: blake@ei2hou.com

TABLE OF CONTENTS

Cover Letter

Section 1: Scope of Supply

Section 2: Proposal Acceptance

Section 3: Terms and Conditions

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



September 25, 2018

Nicholas Cook
City of Deer Park, TX

Re: PAX PWM150 Mixer for City of Deer Park, TX
PAX Water Technologies File No.: P18-3414

Dear Nicholas,

Thank you for your interest in PAX Water Technologies, Inc., a UGSI Solutions company. We are pleased to provide a Proposal for a PAX PWM150 mixer for the 0.5MG Pasadena Pump Station EST. Our Proposal is based on the following design criteria:

Gallons of Stored Water, in Millions	.5
Tank Type	Elevated

The PAX PWM150 mixer is a submersible active mixing system for potable water storage tanks and reservoirs. When operated correctly, the PAX PWM150 mixer can rapidly eliminate thermal stratification, decrease ice formation, rapidly blend and distribute doses of residual disinfectant, and maintain uniform chemical and temperature conditions. Under some conditions, the mixing action can also reduce the rate of residual disinfectant loss and lower volatile disinfection byproduct levels inside the tank when used as part of an in-tank aeration system.

Installation of the PAX PWM150 mixer is very simple. The utility or contractor can perform the “wet-side” mixer installation while the tank is full by lowering the mixer into the tank access hatch using a built in power cord.

Equipment start-up may be provided by PAX or the local PAX representative. PAX will provide installation a start-up checklist form.

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

The PAX line of water mixers offers many advantages, including:

- Eliminates thermal stratification, short-circuiting and “dead zones”
- Eliminates chemical stratification and residual loss
- Lowers surface water temperature and combats biofilm growth
- Reduces variability in water taste and odor
- Reduces nitrification risk in chloraminated water systems
- Lowers rate of disinfection by-product (DBP) formation
- Delivered and installed quickly, with minimal construction and installation cost
- Proven track record supported by years of successful operational experience



We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Blake Roye at Environmental Improvements, Inc., or myself at (281) 636-6129.

Thank you.

Sincerely,

John Koch
Regional Sales Manager

Cc: David Haines, PAX Water Technologies, Inc.
Kristine Tolentino, PAX Water Technologies, Inc.
Blake Roye, Environmental Improvements, Inc.

SECTION 1

SCOPE OF SUPPLY PAX PWM150 MIXER

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

A. SCOPE OF WORK BY PAX

The following equipment and services comprise our scope of work:

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
1.	PWM150 Mixer Wet Assembly , including: <ul style="list-style-type: none"> Spiral-shaped nozzle designed to mix up to 0.75 million gallons of water Electropolished to minimize surface corrosion Integrated power cable and lowering mechanism for simplicity The ability to function continuously regardless of tank cycles 230V three phase ½ horsepower water-cooled motor provided by the PAX Control Center	1
2.	Control Center Dry Assembly with SCADA Compatibility , including: <p>Nema 3R Enclosure:</p> <ul style="list-style-type: none"> Lockable and weather resistant Overall weight of control center 50 lbs. Green and Red LED Indicator lights to display motor status <p>Motor Controller/VFD:</p> <ul style="list-style-type: none"> 115VAC single phase, rated to 1.0 HP Operating temperature range -4 °F to 129 °F (-20 °C to 54 °C) Manual speed control Thermal shut-off protection built-in Current overload protection built-in 300mA trip level GFCI <p>SCADA outputs included:</p> <ul style="list-style-type: none"> Digital Output signal indicating motor running Digital Output signal indicating fault Digital Input/Output signal for remote motor on/off RS-485 or Dry Contact connections 	1
3.	Cable 170 ft. , including: <ul style="list-style-type: none"> Flat-jacketed 4 conductor 	1
4.	Tank Penetration Accessories <ul style="list-style-type: none"> Stainless steel strain relief for 4 wire flat-jacketed cable 	1
5.	Design Submittal and Operation & Maintenance Manual as Follows <ul style="list-style-type: none"> Submittals: Qty. One (1) Sent Electronically O&M Manual: Qty. One (1) Sent Electronically 	Included

Please notify us if an alternate quantity is required so that we can modify our Proposal accordingly.

6.	Manufacturer's Installation Equipment and Services , including: <ul style="list-style-type: none"> ▪ Wall mounting of PAX Mixer Control Center installation in a concrete building near the tank base ▪ Mixer installation under the tank hatch ▪ Mixer wire run from the PAX Mixer Control Center to the junction box. ▪ Conduit run for the power line of the PAX mixer from the base of the tank to the tank roof hatch. ▪ Installation equipment rental, including equipment unloading on site 	Included
7.	Manufacturer's Field Services (1 Day(s) at the Jobsite) , including: <ul style="list-style-type: none"> ▪ Installation Inspection ▪ System Start-Up ▪ Operator Training 	Included
8.	FOB Factory, Richmond, CA with Full Freight Allowed to Jobsite, Deer Park, TX	Included
FIRM PRICE [ADDER ITEMS 1-8]		\$35,700

B. SCOPE OF WORK BY OTHERS

1. All civil works and concrete pad for equipment.
2. Any underground or structural work.
3. Anchor bolts and seismic restraints.
4. Heat tracing and insulation of all interconnecting equipment.
5. Room ventilation, air conditioning or lighting.
6. Any video recording.
7. Electrical power to control panel.
8. Any tank recoating services, labor, or parts.
9. All trenching and underground conduit runs.
10. Junction box to connect mixer power cable to electrical conduit.
11. Hatch opening size or location modifications.
12. SCADA integration.
13. All taxes, fees, lien waivers, bonds and licenses.
14. Any permitting or regulatory approvals.
15. Any items not explicitly listed under Scope of Work by PAX above.

C. CLARIFICATIONS

1. If transaction is tax-exempt, please submit Tax Exemption Certificate to PAX.
2. PAX requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PAX will work with you to attempt to accommodate your scheduling needs. Contact the Service Department at (866) 729-6493 to schedule the onsite visit.
3. Once the on-site service has been scheduled, PAX requires a minimum of one (1) week notification in the event of a delay. Notice of delay received less than one (1) week prior to a scheduled site visit may result in a change fee.

D. TERMS OF PAYMENT/PRICE VALIDITY

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

E. DELIVERY

- Submittals: 2 weeks after receipt of mutually agreed order
- Equipment Shipment: 4 weeks after approval of submittals

F. WARRANTY

- PAX will warrant the equipment as set forth in its standard warranty included in the Terms and Conditions at Section 3 of this Proposal. The Warranty Period (as defined therein) for the PAX PWM150 mixer is 36 months on all supplied parts and 120 days on labor..



PAX Water Technologies
A UGSI SOLUTIONS COMPANY

SECTION 2

PROPOSAL ACCEPTANCE

PAX Water Technologies, Inc. File No.: P18-3414

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

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

Proposal Acceptance

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

Buyer's Name (printed)

Buyer's Authorized Signature

Date

SECTION 3

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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



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

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

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

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

11. Remedies of Seller. Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of the order that is the subject of this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein; (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this Agreement, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. Seller's obligations under Section 9 hereof will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 beyond the Warranty Period provided therein. Seller's election of any remedy in the event of a default by Buyer will not preclude Seller from exercising any other remedy available to Seller hereunder or at law or in equity for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will



be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 3.

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

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

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



August 29, 2018

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

RE: City of Deer Park, TX - PSI Water Technologies Residual Control System

Dear Mr. Cook,

PSI Water Technologies, Inc. (PSI) proposes to provide a PSI Residual Control System to the City of Deer Park. The PSI Residual Control System is designed, manufactured and supplied by PSI of Campbell, California. The PSI Residual Control System utilizes proprietary algorithms to monitor and control the flow and quantities of chemicals used for controlling chlorine residuals in potable water storage tanks. These algorithms are covered by one or more patent applications filed by PSI and its sister company, PAX Water Technologies, Inc. (see www.psipatents.com and www.paxwaterpatents.com). PSI holds the exclusive rights to the algorithms covered by the referenced patent applications and is the sole manufacturer of residual control systems covered by one or more of the referenced patent applications.

There is no residual management system on the market that can perform the complex tasks provided by the PSI Residual Control System:

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

Environmental Improvements, Inc. (EI²) is PSI's independent representative for PSI Residual Control Systems in Texas. EI² possesses the technical expertise and service capability to provide residual control solutions to address its customers' water quality requirements.

If you have further questions, please contact John Koch at 858/281-6129.

Sincerely,

A handwritten signature in cursive script that reads "Guy R. Chadwell".

Guy Chadwell

Vice President and General Manager

PSI Water Technologies, Inc.

1077 Dell Ave. Suite A

Campbell, CA 95008



Legislation Details (With Text)

File #: AGR 18-029 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 10/8/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Consideration of and action on exercising a three (3) year extension of commercial waste removal services with Waste Management of Texas, Inc.
Sponsors: City Manager's Office

Indexes:

Code sections:

Attachments: [Deer Park - Commercial Agreement Renewal Proposal 2018](#)
[Deer Park Proposed Rate sheets with Previous CPI](#)
[Unusual Accumulations Language](#)
[Deer park am 10.2018 \(003\)](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Consideration of and action on exercising a three (3) year extension of commercial waste removal services with Waste Management of Texas, Inc.

Summary:

On September 3, 2013, Council entered into a five (5) year contract with Waste Management of Texas, Inc. for the collection and transportation of commercial solid waste. Per the contract, this agreement may be extended for an additional three (3) year term upon mutual written consent of both parties. Staff recently met with Waste Management officials to discuss this renewal. Waste Management has proposed an extension of the current contract, which expires December 1, 2018, for this additional three (3) year period, with a few noteworthy changes (see attachments). First, the commercial rates would rise by twelve percent (12%) in the first year and five percent (5%) in both of the following years. This replaces current cost increase language tied to fluctuations in the consumer price index. Waste Management officials state their cost of business well exceeds the annual CPI increase, which has averaged 1.95% during the first four (4) years of the contract.

Also, Waste Management proposes to begin charging an "Unusual Accumulations Fee" of \$138.00 in instances where they retrieve trash from an overflowing dumpster. Their proposed language related to "Unusual Collections" is noted below, and would be inserted into the contract per this three (3) year extension:

As to commercial customers, including apartment complexes, "Unusual Accumulations" means any waste, garbage, or trash located outside the dumpster regularly used for such collection service or any waste, garbage or trash that overfills, is left on top of, or exceeds the tonnage limit for the dumpster. WMTI may collect

Unusual Accumulations and assess an overage charge ("Snapshot") for the collection and disposal of any Unusual Accumulations. The amount that WMTI shall charge for collection, transportation, and disposal of Unusual Accumulations is set forth in Schedule "A" attached hereto. WMTI shall have the right to take photographic or digital evidence of Unusual Accumulations.

No other provisions of the contract are set to for change or amendment. Council discussed this matter at the City Council Meeting on October 2, 2018, and favored extension of the contract. There will be an opportunity to discuss once more at Tuesday evening's Council Workshop, in advance of taking action on this agreement. It is important to note, with this extension Waste Management will continue providing recycling bins at the City's Solid Waste Transfer Station.

Fiscal/Budgetary Impact:

Commercial rates will increase 12% in Year 1, 5% in Year 2, and 5% in Year 3.

Approval is recommended.



WASTE MANAGEMENT INC.

5324 Old Vista Road
Pasadena, Texas 77505
800-800-5804

September 24, 2018

James Stokes
City Manager
City of Deer Park
P. O. Box 700
Deer Park, TX 77536

Re: City of Deer Park Renewal Proposal for Commercial Solid Waste Collection Contract with Waste Management of Texas, Inc.

Dear Mr. Stokes,

It was a pleasure to meet with you and staff on September 21st, this letter is to follow up to our discussions concerning the renewal of the existing Commercial Solid Waste Collection and Transportation Agreement between Waste Management of Texas, Inc. (WMT) and the City of Deer Park.

Waste Management is proud to be the current provider of solid waste collection services for the City of Deer Park. Together we have partnered to provide comprehensive collection services to the businesses of Deer Park. Over the last 5 years, Waste Management has always considered itself an extension of the City's service infrastructure and not simply a "third party vendor".

Although Waste Management would welcome the opportunity to extend our agreement beyond November 30, 2018, the economic realities involved with our current contract and scope of work necessitate a change in our agreement in order to justify a long-term renewal beyond November 30, 2018.

As you might expect, Waste Management in its normal course of business purchases goods and services in order to support its collection operations (i.e. labor, insurance, fuel, parts, tires, hydraulic and engine oil, etc.). Each year the cost of these goods and services typically increase by an average of 7.4% per year. In our franchise collection agreements with the City of Deer Park and other municipal partners we service across the state our only contract mechanism to recoup those annual inflationary increases is by way of the Consumer Price Index and Fuel Surcharge clauses. Even with these CPI contract clauses, in most years we are not able to keep pace with the annual inflation increases. For example, over the last four (4) years WM has received an average of 1.95% annual increase to our base rates from the City of Deer Park, however, as already mentioned our average annual inflationary increase for the cost of our goods and services has increased by 7.4%.

During our meeting on September 21st, we discussed negotiating a three-year renewal of our existing agreement with WMT and the City of Deer Park. Listed below is an outline of possible terms and conditions WM would find agreeable as part of a potential contract amendment.

- Commercial collection services rates will only increase by a flat 12% effective 12/1/2018 and a flat 5% every other year (EOY), 12/1/2019 and 12/1/2020.

- Extend the current Commercial Solid Waste Collection and Transportation Agreement with WMT, until 11/30/2021.
- Add “Unusual Accumulations” language to the amendment.

Waste Management is very proud of its partnership with the City of Deer Park and appreciate the City’s consideration of our continued partnership. We appreciate your consideration of this proposal and look forward to reaching a mutually beneficial agreement. Please do not hesitate to call if you have any questions or let us know when you would like to meet again in order to further these discussions.

Sincerely,

Shanna Lopez
Public Sector Solutions Manager
Waste Management of Texas, Inc.
(281) 627-4671
smart10@wm.com



Pursuant to section "9.01, Base Rate Adjustment", of the Commercial Solid Waste Collection and Transportation Agreement between the city of Deer Park and Waste Management, "Commencing on December 1, 2014, and continuing annually on each anniversary of the Commencement Date of this Agreement, the Base Rates for services shall be adjusted by the same percentage as the CPI".

	<u>June</u>	<u>June</u>	<u>Index Change</u>	<u>% Change</u>
2014 Garbage & Trash Collection:	414.802	425.930	11.128	2.68%
2015 Garbage & Trash Collection:	425.930	430.813	4.883	1.15%
2016 Garbage & Trash Collection":	430.813	437.858	7.045	1.64%
2017 Garbage & Trash Collection:	437.858	448.046	10.188	2.327%
2018 Garbage & Trash Collection:	448.046	465.041	16.995	3.793%

SCHEDULE “A”
Base Rates – Commercial Dumpsters

City of Deer Park
Effective Date: December 1, 2018

Base Rates
(includes 12% franchise fee and 8% processing fee)

		Service						
		1x	2x	3x	4x	5x	6x	Extra P/U
Size	2 cy	\$57.42	\$86.37	\$107.97	\$114.82	\$143.54	\$172.24	\$60.49
	3 cy	\$80.98	\$107.97	\$156.55	\$199.73	\$291.51	\$323.33	\$66.54
	4 cy	\$84.03	\$129.56	\$183.55	\$229.67	\$287.07	\$344.49	\$72.59
	6 cy	\$86.13	\$172.74	\$242.92	\$313.11	\$464.25	\$516.73	\$78.64
	8 cy	\$114.82	\$210.54	\$313.11	\$459.31	\$615.41	\$688.98	\$84.68
	10cy	\$143.54	\$259.12	\$356.28	\$574.15	\$637.00	\$861.22	\$90.74

Add Locking device: \$79.31(one-time charge for adding device.)

Roll out fee: \$18.16/occurrence

Dumpster Delivery Fee: \$145.19

Redelivery/Relocate/Swap Fee: \$145.19/event

Overage Charge: \$138.00

SCHEDULE “A”
Base Rates – Commercial Dumpsters

City of Deer Park
Effective Date: December 1, 2019

Base Rates
(includes 12% franchise fee and 8% processing fee)

		Service						
		1x	2x	3x	4x	5x	6x	Extra P/U
Size	2 cy	\$60.29	\$90.69	\$113.37	\$120.56	\$150.72	\$180.86	\$63.52
	3 cy	\$85.02	\$113.37	\$164.38	\$209.72	\$306.09	\$339.50	\$69.87
	4 cy	\$88.24	\$136.04	\$192.72	\$241.15	\$301.42	\$361.71	\$76.22
	6 cy	\$90.43	\$181.37	\$255.06	\$328.76	\$487.46	\$542.57	\$82.57
	8 cy	\$120.56	\$221.06	\$328.76	\$482.28	\$646.18	\$723.43	\$88.92
	10cy	\$150.72	\$272.08	\$374.10	\$602.85	\$668.85	\$904.29	\$95.28

Add Locking device: \$83.27(one-time charge for adding device.)

Roll out fee: \$19.06/occurrence

Dumpster Delivery Fee: \$152.44

Redelivery/Relocate/Swap Fee: \$152.44/event

Overage Charge \$144.90

SCHEDULE “A”
Base Rates – Commercial Dumpsters

City of Deer Park
Effective Date: December 1, 2020

Base Rates
(includes 12% franchise fee and 8% processing fee)

		Service						
		1x	2x	3x	4x	5x	6x	Extra P/U
Size	2 cy	\$63.31	\$95.23	\$119.03	\$126.59	\$158.25	\$189.90	\$66.69
	3 cy	\$89.28	\$119.03	\$172.60	\$220.20	\$321.39	\$356.47	\$73.36
	4 cy	\$92.65	\$142.84	\$202.36	\$253.21	\$316.49	\$379.80	\$80.03
	6 cy	\$94.96	\$190.44	\$267.82	\$345.20	\$511.84	\$569.70	\$86.70
	8 cy	\$126.59	\$232.12	\$345.20	\$506.39	\$678.49	\$759.60	\$93.36
	10cy	\$158.25	\$285.68	\$392.80	\$633.00	\$702.29	\$949.50	\$100.04

Add Locking device: \$87.44(one-time charge for adding device.)

Roll out fee: \$20.01/occurrence

Dumpster Delivery Fee: \$160.07

Redelivery/Relocate/Swap Fee: \$160.07/event

Overage Charge \$152.15

Unusual Accumulations Language

As to commercial customers, including apartment complexes, "Unusual Accumulations" means any waste, garbage, or trash located outside the dumpster regularly used for such collection service or any waste, garbage or trash that overfills, is left on top of, or exceeds the tonnage limit for the dumpster. WMTI may collect Unusual Accumulations and assess an overage charge ("Snapshot") for the collection and disposal of any Unusual Accumulations. The amount that WMTI shall charge for collection, transportation, and disposal of Unusual Accumulations is set forth in Schedule "A" attached hereto. WMTI shall have the right to take photographic or digital evidence of Unusual Accumulations.

**FIRST AMENDMENT TO COMMERCIAL SOLID WASTE
COLLECTION AND TRANSPORTATION AGREEMENT**

This “**FIRST AMENDMENT TO COMMERCIAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT** (this “Amendment”) is entered into as of the ____ day of October, 2018, by and between the City of Deer Park, Texas (“City”) and Waste Management of Texas, Inc. (“Contractor”), a Texas corporation.

W I T N E S S E T H:

WHEREAS, the City and Contractor previously entered into a certain Commercial Solid Waste Collection and Transportation Agreement dated September 3, 2013 (the “Agreement”), whereby Contractor was granted the exclusive right within the City to operate and maintain the service of containerized commercial waste collection, transportation, and disposal, as more particularly set forth in the Agreement; and

WHEREAS, the City and Contractor desire to modify the Agreement, as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. Pursuant to section 3 of the Agreement, the term of the Agreement is hereby extended through November 30, 2021.
2. The Base Rates beginning each December 1 of 2018, 2019, and 2020 are set forth in Exhibit “A” attached hereto and fully incorporated herein by reference. Section 9.01 of the Agreement entitled “CPI Adjustment” is hereby deleted.
3. Section 1.24 in the Agreement, the definition of “Unusual Accumulations,” is hereby replaced by the following language effective January 2, 2019:

1.24. **Unusual Accumulations:** Any and all Commercial Waste located outside the Dumpster on the ground or Waste that overfills, is left on top of, or exceeds the volume or tonnage limit for the Dumpster. Contractor has the right to assess an overage charge for Unusual Accumulations and will document the Unusual Accumulations by a digital photo. The amount that Contractor may assess the Commercial Unit customer as an overage charge is set forth in Exhibit A hereto.

4. Capital words used in this Amendment shall have the meaning assigned in the Agreement or in this Amendment. Nothing contained herein shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

CITY

Deer Park, Texas

By: _____

Its: _____

Date: _____

CONTRACTOR:

Waste Management of Texas, Inc.

By: _____

Its: _____

Date: _____

SCHEDULE “A”
Base Rates – Commercial Dumpsters

City of Deer Park
Effective Date: December 1, 2018

Base Rates
(includes 12% franchise fee and 8% processing fee)

	Service							
		1x	2x	3x	4x	5x	6x	Extra P/U
Size	2 cy	\$57.42	\$86.37	\$107.97	\$114.82	\$143.54	\$172.24	\$60.49
	3 cy	\$80.98	\$107.97	\$156.55	\$199.73	\$291.51	\$323.33	\$66.54
	4 cy	\$84.03	\$129.56	\$183.55	\$229.67	\$287.07	\$344.49	\$72.59
	6 cy	\$86.13	\$172.74	\$242.92	\$313.11	\$464.25	\$516.73	\$78.64
	8 cy	\$114.82	\$210.54	\$313.11	\$459.31	\$615.41	\$688.98	\$84.68
	10cy	\$143.54	\$259.12	\$356.28	\$574.15	\$637.00	\$861.22	\$90.74

Add Locking device: \$79.31(one-time charge for adding device.)

Roll out fee: \$18.16/occurrence

Dumpster Delivery Fee: \$145.19

Redelivery/Relocate/Swap Fee: \$145.19/event

Overage Charge: \$138.00

SCHEDULE “A”
Base Rates – Commercial Dumpsters

City of Deer Park
Effective Date: December 1, 2019

Base Rates
(includes 12% franchise fee and 8% processing fee)

	Service							
		1x	2x	3x	4x	5x	6x	Extra P/U
Size	2 cy	\$60.29	\$90.69	\$113.37	\$120.56	\$150.72	\$180.86	\$63.52
	3 cy	\$85.02	\$113.37	\$164.38	\$209.72	\$306.09	\$339.50	\$69.87
	4 cy	\$88.24	\$136.04	\$192.72	\$241.15	\$301.42	\$361.71	\$76.22
	6 cy	\$90.43	\$181.37	\$255.06	\$328.76	\$487.46	\$542.57	\$82.57
	8 cy	\$120.56	\$221.06	\$328.76	\$482.28	\$646.18	\$723.43	\$88.92
	10cy	\$150.72	\$272.08	\$374.10	\$602.85	\$668.85	\$904.29	\$95.28

Add Locking device: \$83.27(one-time charge for adding device.)

Roll out fee: \$19.06/occurrence

Dumpster Delivery Fee: \$152.44

Redelivery/Relocate/Swap Fee: \$152.44/event

Overage Charge \$144.90

SCHEDULE “A”
Base Rates – Commercial Dumpsters

City of Deer Park
Effective Date: December 1, 2020

Base Rates
(includes 12% franchise fee and 8% processing fee)

	Service							
		1x	2x	3x	4x	5x	6x	Extra P/U
Size	2 cy	\$63.31	\$95.23	\$119.03	\$126.59	\$158.25	\$189.90	\$66.69
	3 cy	\$89.28	\$119.03	\$172.60	\$220.20	\$321.39	\$356.47	\$73.36
	4 cy	\$92.65	\$142.84	\$202.36	\$253.21	\$316.49	\$379.80	\$80.03
	6 cy	\$94.96	\$190.44	\$267.82	\$345.20	\$511.84	\$569.70	\$86.70
	8 cy	\$126.59	\$232.12	\$345.20	\$506.39	\$678.49	\$759.60	\$93.36
	10cy	\$158.25	\$285.68	\$392.80	\$633.00	\$702.29	\$949.50	\$100.04

Add Locking device: \$87.44(one-time charge for adding device.)

Roll out fee: \$20.01/occurrence

Dumpster Delivery Fee: \$160.07

Redelivery/Relocate/Swap Fee: \$160.07/event

Overage Charge \$152.15



Legislation Details (With Text)

File #: AUT 18-082 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 10/4/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Consideration of and action on authorization to purchase two (2) replacement field mowers from TextronGolf through the National Joint Powers Alliance (NJPA) Cooperative Purchasing Program.
Sponsors: Parks & Recreation
Indexes:
Code sections:
Attachments: [City of Deer Park HR600 w Canopy Quote](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Consideration of and action on authorization to purchase two (2) replacement field mowers from TextronGolf through the National Joint Powers Alliance (NJPA) Cooperative Purchasing Program.

The Parks & Recreation Department is requesting two (2) replacement field mowers - Jacobsen HR600

Fiscal/Budgetary Impact:

Vendor: TextronGolf

Cost: \$119,397.52

Purchasing Contract #: NJPA 062117-JCS

A budgeted amount of \$135,700 is included in the Fiscal Year 2018-19 Capital Fund, Account # 10-410-4904.

Approval to purchase (2) two replacement field mowers

Jacobsen
(832) 786-4920
13120 Hempstead Highway
Houston, Texas 77040



Tiffany McGallian
City of Deer Park
Tiffany McGallian
ISA Certified Arborist Municipal Specialist TX-4008AM
Park Operations Supervisor
City of Deer Park
Office 281-478-7230

Proposed Products

JACOBSEN HR600



070546-6613010
HR600

Accessories

2 x 068127 - Canopy / Sunshade Kit - Adjustable - \$ 1,077.00 each

Equipment Acquisition Detail

Quantity	2
Unit List Price	\$ 79,597.00
Total Accessory Price	\$ 2,154.00
Total Discount	\$ 41,950.48
Selling Price	\$ 119,397.52

Notes

NJPA contract pricing 062117-JCS

Total Price	\$ 119,397.52
Less Trade Ins	\$ 0.00
Final Purchase Price	\$ 119,397.52

03-Oct-2018

Customer Signature: _____ **Date:** _____

All Prices in this quotation exclude Tax

E. & O.E.



Legislation Details (With Text)

File #: GRT 18-005 **Version:** 1 **Name:**
Type: Grants **Status:** Agenda Ready
File created: 10/7/2018 **In control:** City Council
On agenda: 10/16/2018 **Final action:**
Title: Consideration of and action on authorizing the submission of a grant application as part of Harris County's application for Community Development Block Grant - Disaster Recovery (CDBG-DR) Round 1 funds for Hurricane Harvey.

Sponsors:

Indexes:

Code sections:

Attachments: [LMI Areas](#)
[LMI Area 1](#)
[LMI Area 2](#)
[Public Meeting Notice CDBG-DR rd1-1](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Consideration of and action on authorizing the submission of a grant application as part of Harris County's application for Community Development Block Grant - Disaster Recovery (CDBG-DR) Round 1 funds for Hurricane Harvey.

Summary:

The City of Deer Park has been allocated to receive \$2,920,500 in Community Development Block Grant - Disaster Recovery (CDBG-DR) funds for infrastructure damaged or failed to function by Hurricane Harvey through the Harris County Method of Distribution (MOD). This funding is from the U.S. Department of Housing and Urban Development (HUD) and administered through the Texas General Land Office (GLO). It is separate from funding provided by the Federal Emergency Management Agency (FEMA) administered through the Texas Division of Emergency Management (TDEM).

The Method Distribution (MOD) is the process by which a County must develop the formula to allocate funding to other affected cities within the County; usually outside of the City of Houston.

Eligible Activities under CDBG-DR Infrastructure/Non-housing funding include:

- Flood control and drainage repair and improvements, including the construction or rehabilitation of storm water management systems;
- Restoration of publically owned infrastructure (such as water and sewer facilities, streets/bridges, provision of generators, etc.)
- Demolition, rehabilitation/reconstruction of publicly-owned commercial, institutional, or

industrial buildings and code enforcement

As Hurricane Harvey produced a high flood event, HUD and the GLO sees drainage improvements and flood control efforts to reduce flood risk, particularly in low-income areas, as a priority type project. Under HUD rules, 70% of CDBG-DR funding must benefit low-to moderate income (LMI) persons/communities. The LMI areas in Deer Park and shown on the attached maps.

To participate in this program, it is required that the City publish a public notice of CDBG-DR funding allocation and hold one public meeting for citizens to provide input on CDBG-DR allocation and possible city projects under the funding. This meeting must be held no later than October 19, 2018. Therefore, the City has published notice to appear on October 3, 2018 that this issue will be discussed at the Regular City Council Meeting on October 16, 2018. The public notice is attached.

Harris County is a sub-recipient under the State's CDBG-DR Hurricane Harvey Action Plan - Round One.

Cities will be sub-recipients of Harris County. The county will contract with each entity and monitor projects.

Harris County staff will work with each entity regarding project development and implementation. The county will submit a single application for all CDBG-DR funding allocated to Harris County.

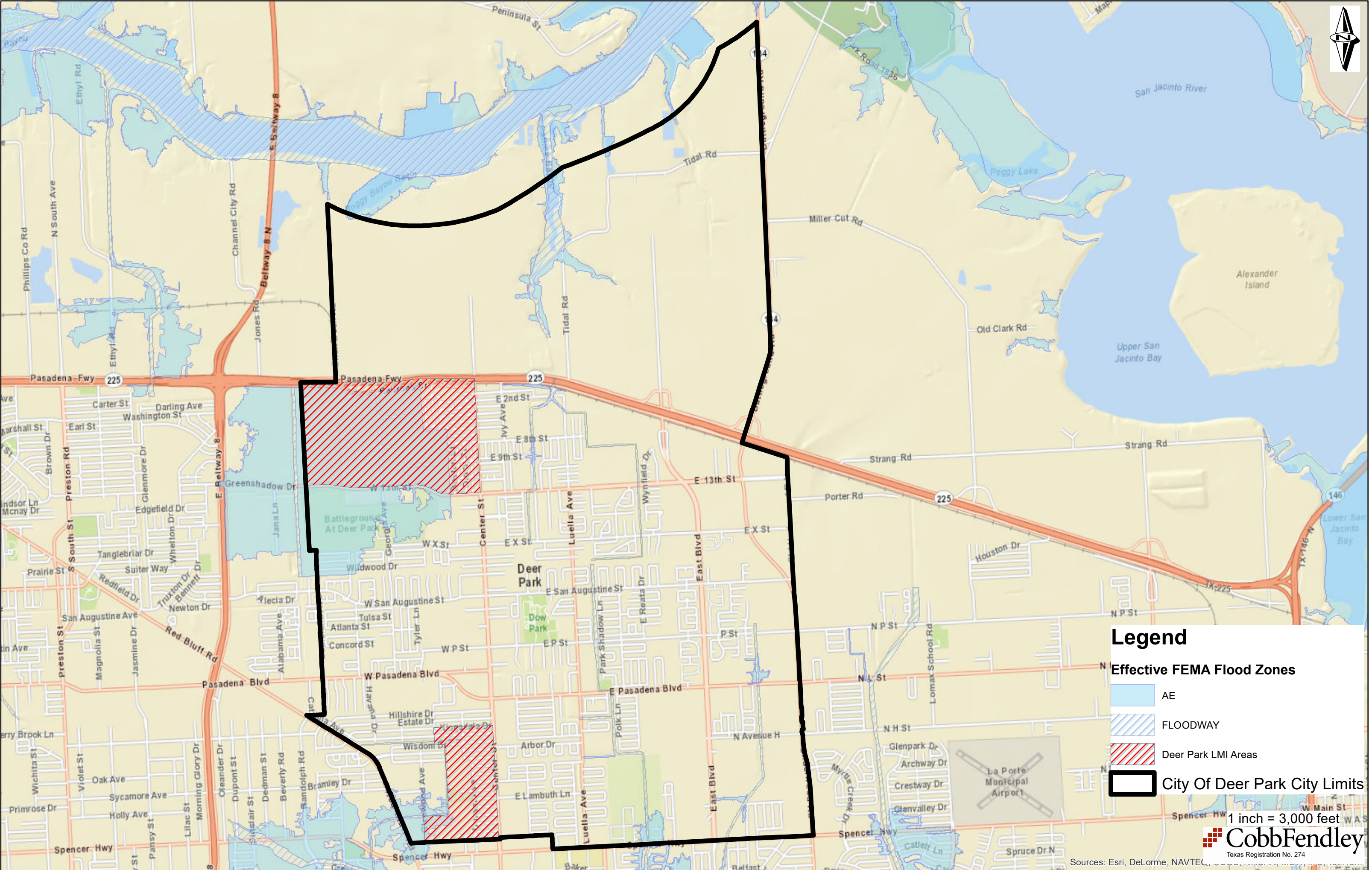
Once the application is approved by the GLO, Harris County will hold a kick-off meeting with each city regarding their projects.

Applications from the cities are due to Harris County November 1, 2018.

Fiscal/Budgetary Impact:

\$2,920,500 in Community Development Block Grant - Disaster Recovery (CDBG-DR) grant funds available, 70% of CDBG-DR funding must benefit low-to moderate income (LMI) persons/communities.

Authorize submission of a grant application to Harris County under the Community Development Block Grant - Disaster Recovery (CDBG-DR) Round 1 funds for Hurricane Harvey.



Legend

Effective FEMA Flood Zones

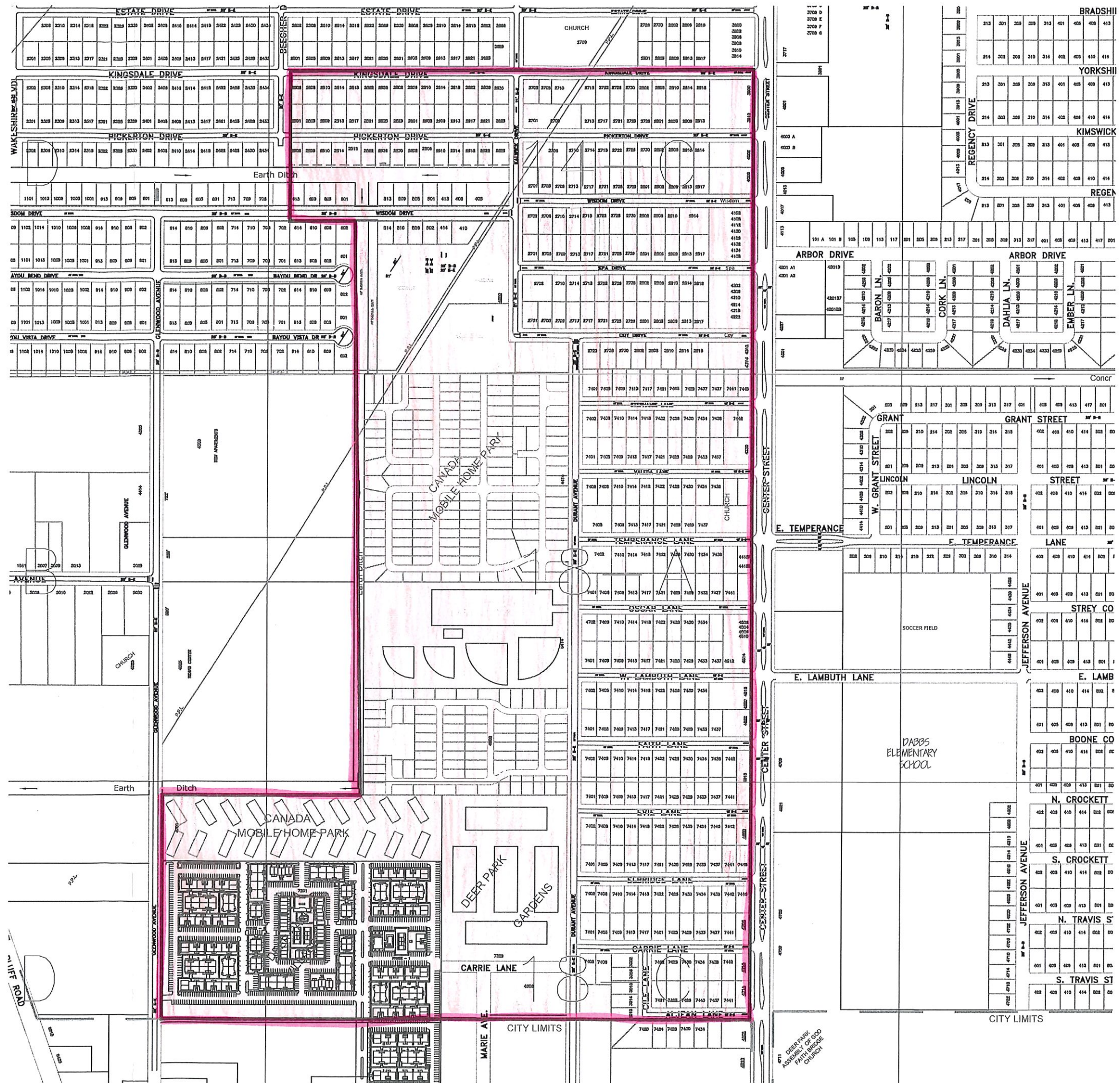
- AE
- FLOODWAY
- Deer Park LMI Areas

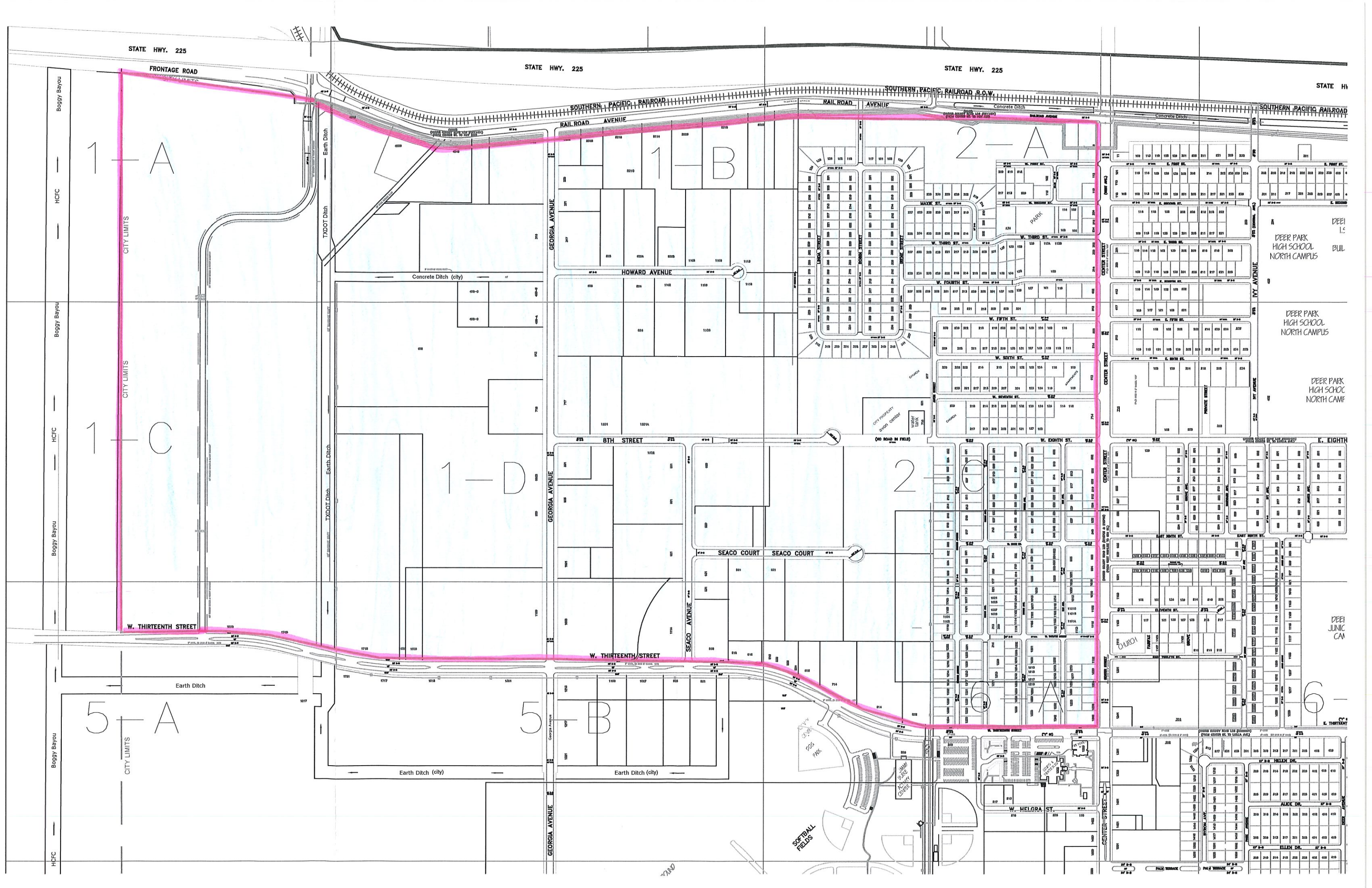
City Of Deer Park City Limits

1 inch = 3,000 feet

CobbFendley
Texas Registration No. 274

Sources: Esri, DeLorme, NAVTEC, ...





Notice of Public Meeting

The City of Deer Park will host a public meeting to review Harris County's Method of Distribution (MOD) for the Community Development Block Grant - Disaster Recovery (CDBG-DR) Round 1 funds for the Hurricane Harvey and the allocation of \$2,920,500 to the city. The U.S. Department of Housing and Urban Development (HUD) allocated Harris County \$1.115 billion in CDBG-DR funding through the Texas General Land Office (GLO) and has developed a MOD to allocate funding to local cities. The City is seeking input on the community needs resulting from the Hurricane Harvey and the projects needed to assist with recovery within the city.

This item will be listed on the agenda and discussed at the regular City Council meeting at the following location, date, and time:

**Deer Park City Hall
710 E. San Augustine
Deer Park, Texas 77536
Tuesday, October 16, 2018 at 7:30 PM**

The venue is accessible for persons with disabilities. The City of Deer Park will provide for reasonable accommodations for persons attending the function. Requests from persons needing special accommodations should be received by Shannon Bennett 48-hours prior to the function. The meeting will be conducted in English and requests for language interpreters or other special communication needs should be made at least 72-hours prior to a function. Please call the City Secretary's office at 281-478-7248 or email Sbennett@deerparktx.org for assistance or additional information about this posting.



Legislation Details (With Text)

File #:	PUR 18-029	Version:	1	Name:	
Type:	Purchase	Status:		Agenda Ready	
File created:	10/1/2018	In control:		City Council	
On agenda:	10/16/2018	Final action:			
Title:	Consideration of and action on authorization to purchase emergency equipment, graphics, and associated supplies for new emergency services vehicles within the Fire Department and Fire Marshal's Office from FarrWest through HGAC Cooperative Purchasing Program contract #EP11-17.				
Sponsors:	Finance				
Indexes:					
Code sections:					
Attachments:	Est 7903 from FarrWest Environmental Supply Inc. 150588				

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Consideration of and action on authorization to purchase emergency equipment, graphics, and associated supplies for new emergency services vehicles within the Fire Department and Fire Marshal's Office from FarrWest through HGAC Cooperative Purchasing Program contract #EP11-17.

Summary:

This purchase will include the emergency equipment and graphics for two new grass/booster fire trucks (F-350's), a new vehicle for the Fire Chief (F-250), and a new vehicle for the Deputy Fire Marshal (F-150). In addition, the F-350 and F-250 models being replaced will be retained by the Fire Department and "upfitted" with lift kits and specialized equipment to be utilized as high water response vehicles.

A total of seven (7) emergency vehicles will be outfitted under this purchase. The purchase and installation of this equipment is included in the adopted budget.

This purchase will be completed through FarrWest, an emergency vehicle contractor, utilizing the HGAC Cooperative Purchasing Program, contract #EP11-17.

Fiscal/Budgetary Impact:

These vehicles are included in the FY2018-19 budget for the Fire Department (budget account 10-304-4906) and the Fire Marshal's Office (10-307-4906).

F-150 Deputy Fire Marshal	\$ 12,207.12
F-250 Fire Chief	\$ 16,651.30
F-350 Grass/Booster Trucks	\$ 37,760.44 (\$18,880.22 each)
High Water Rescue Vehicles	\$ 35,897.85 (\$11,965.95 each)

Total Purchase \$ 102,516.71

Staff recommends approval of this purchase.



Date	Estimate #
10/1/2018	7903

CITY OF DEER PARK
ROBERT HEMMINGER
2211 EAST X STREET,
DEER PARK, TX 77536

	Subtotal	\$102,516.71
	Sales Tax (0.0%)	\$0.00
	Total	\$102,516.71

Web Site
www.farrwestenv.com



Legislation Details (With Text)

File #: ORD 18-080 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 9/7/2018 **In control:** City Council

On agenda: 10/16/2018 **Final action:**

Title: Consideration of and action on an ordinance appointing three members of the Deer Park Community Development Corporation.

Sponsors: City Manager's Office

Indexes:

Code sections:

Attachments: [Appoint 3 Members to Community Development Corporation-10-2018](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Consideration of and action on an ordinance appointing three members of the Deer Park Community Development Corporation.

Summary:

The Deer Park Development Corporation is responsible for administering the proceeds of the dedicated Type B economic development sales and use tax for public park purposes and events. While this development corporation has the power to expend the proceeds of the Type B sales tax for purposes authorized by the Development Corporation Act and the voters, City Council retains authority to approve all programs and expenditures of the corporation.

Sec. 2.1 of the Deer Park Community Development Corporation's bylaws states:

"2.1 Number, Appointment, and Term of Office. The business and affairs of the corporation shall be managed by a board of seven (7) directors (the "Board"). Directors shall be appointed by the City Council, and at least three (3) directors must not be employees, officers, or members of the City Council. Each member of the Board shall serve at the pleasure of the City Council for a term of two years. Places 1, 3, 5, and 7 will be appointed in odd- numbered years, and Places 2, 4, and 6 appointed in even numbered years. The initial directors shall draw lots to determine places. Terms begin on October 1 of each year."

Positions 2, 4, and 6 expire effective October 1, 2018 as follows: T. J. Haight, Position 2; Jeff Lawther, Position 4; Brad Wells, Position 6. Mr. Haight and Mr. Lawther have been contacted and are all willing to serve another two-year term if appointed by Council,

Fiscal/Budgetary Impact:

N/A

Approve the ordinance appointing three members of the Deer Park Community Development

Corporation for two-year terms.

ORDINANCE NO. _____

AN ORDINANCE APPOINTING THREE (3) BOARD MEMBERS OF THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION OF THE CITY OF DEER PARK, TEXAS, FOR A TERM OF TWO (2) YEARS; AND DECLARING AN EMERGENCY.

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

1. That **T.J. Haight, Position 2, Jeff Lawther, Position 4** and _____, **Position 6**, be and they are hereby appointed as members of Deer Park Community Development Corporation of the City of Deer Park, Texas, for a term of two years.

2. That the right to terminate the aforesaid appointments are hereby reserved by the City Council of the City of Deer Park, Texas, and may be exercised by it at its will, with or without good cause.

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, health, safety and welfare, in that it is necessary that members of the Recreation Commission be appointed immediately so that the recreation program of the City can continue without interruption, in order that the health, safety and welfare of its citizens may be safeguarded and preserved, 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”.**

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #:	ORD 18-088	Version:	1	Name:	
Type:	Ordinance	Status:		Agenda Ready	
File created:	10/8/2018	In control:		City Council	
On agenda:	10/16/2018	Final action:			
Title:	Consideration of and action on an ordinance amending Section 66-178, Schedule G relating to School Zones.				
Sponsors:	Public Works, Police				
Indexes:					
Code sections:					
Attachments:	Amend -66-178 (G)-School Zones-08-218				

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council		

Consideration of and action on an ordinance amending Section 66-178, Schedule G relating to School Zones.

Summary:

With this action, Council is amending Section 66-178, Schedule G of City Code related to school zones (see attached). Specifically, the ordinance prescribes locations where the School Zone hours for Deer Park ISD campuses are either:

- a. 7 a.m. to 8:30 a.m. and 2:45 p.m. to 4:15 p.m.; or
- b. 7 a.m. to 8:30 a.m. and 3:15 p.m. to 4:30 p.m.

For areas of Deer Park served by the La Porte Independent School District, the School Zone hours will be either:

- a. 7 a.m. to 8:45 a.m. and 2:45 p.m. to 4:15 p.m.; or

b. 7 a.m. to 8:30 a.m. and 3:15 p.m. to 4:30 p.m.

The speed limit for all school zones is 20 miles per hour.

Fiscal/Budgetary Impact:

N/A

Approval is recommended.

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, Subsections (a),(b),(c), and (d) of the Code of Ordinances of the City of Deer Park, be amended by replacing Subsections (a), (b), (c) and (d) , 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.; 2:45 p.m. to 4:15 p.m. school days.

Location	Street	From	To
Both sides of East Thirteenth Street	East Thirteenth Street	James Street	558 feet west of the centerline of East Boulevard
Both sides of East Eighth Street	East Eighth Street	Luella Street	Harvard Avenue
McDermott Street (one-way street)	McDermott Street	50 feet east of center line of Amber Circle	West Pasadena Boulevard
Both sides of Havana Drive	Havana Drive	West Pasadena Boulevard	Hillshire Drive
Both sides of Meadowlark Street	Meadowlark Street	East Thirteenth Street	East Ninth Street
Both sides of East Ninth Street	East Ninth Street	Meadowlark Street	Centerline of Center Street
Both sides of Luella Avenue	Luella Avenue	200 feet south of the centerline of East P Street	350 feet south of the centerline of East San Augustine Street
Both sides of East P Street	East P Street	Dow Circle	200 feet east of Park Meadows Drive

Both sides of West Pasadena Boulevard	West Pasadena Boulevard	100 feet east of the centerline of Parktown Drive	West city limits
Both sides of Georgia Avenue	Georgia Avenue	West Pasadena Boulevard	917 feet north of West Pasadena Boulevard
Both sides of Center Street	Center Street	420 feet south of Lambuth Lane	420 feet north of Lambuth Lane
Both sides of East Lambuth Lane	East Lambuth Lane	Center Street	200 feet east of Jefferson Avenue

(b) Pursuant to subsection 66-23(g), the speed limit shall be 30 miles per hour in the following designated school zones between the following hours: 7:00 a.m. to 8:30 a.m.; 3:15 p.m. to 4:30 p.m. school days.

Location	Street	From	To
Both sides of East Boulevard	East Boulevard	985 feet south of the south right-of-way line of Aaron Street	410 feet north of the right-of-way line of Aaron Street

(c) 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 8:45 a.m.; 2:45 p.m. to 4:15 p.m. school days.

Location	Street	From	To
Both side of Ivy Avenue	Ivy Avenue	South boundary eastbound SH 225 frontage road	Centerline of East Eighth Street

(d) 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.; 3:15 p.m. to 4:30 p.m. school days.

Location	Street	From	To
Both sides of Aaron Street	Aaron Street	Ashley Lane	East Boulevard
Both sides of Luella Avenue	Luella Avenue	202.5 feet from Centerline south of East Princeton Lane	Centerline of Arbor Drive
Both sides of College Park Drive	College Park Drive	South City Limits	North boundary of Yale Lane
Both sides of East Purdue Lane	East Purdue Lane	Luella Avenue	East Amherst Lane

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