



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

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

James Stokes, City Manager
Gary Jackson, Assistant City Manager

Jerry Mouton Jr., Mayor

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

Ordinance #4073

Resolution #2019-20

CALL TO ORDER

The 1733rd meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Presentation - Acceptance of Paintings Depicting Shell and Deer Park's Early History Donated by Shell.

[PRE 19-009](#)

Recommended Action: Accept and acknowledge the donation from Shell.

Department: Parks & Recreation

Attachments: [Watercolor Paintings](#)

2. Proclamation recognizing Emergency Medical Services and declaring the week of May 19-25, 2019 as EMS Week.

[PRO 19-008](#)

Recommended Action: Presentation of the Emergency Medical Services Week Proclamation

Attachments: [EMS week proclamation 2019](#)

3. Proclamation recognizing National Public Works Week.

[PRO 19-009](#)

Department: Public Works

Attachments: [2019 PW Proclamation](#)

AWARDING/REJECTING BIDS

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

4. Awarding bid for the Concrete Pavement Maintenance contract.

[BID 19-009](#)

Recommended Action: Staff recommends awarding the project to Brooks Concrete based on their low bid of \$312,553.65

Department: Public Works

5. Awarding bid for a one-year supply of gasoline and diesel fuel.

[BID 19-012](#)

Recommended Action: Award the contract for a one-year supply of gasoline and diesel fuel to the low bidder selected by a "casting of lots" to break the tie between Sun Coast Resources, Inc. and Pinnacle Petroleum, Inc., the lowest bid based on the +/- OPIS rate being a tie.

Department: Finance

Attachments: [Gasoline & Diesel Bid Comparison](#)

6. Awarding bid for a one-year supply of Sodium Hexametaphosphate with the option to renew for an additional year for the Water Treatment Plant.

[BID 19-011](#)

Recommended Action: Award the bid for a one-year supply of Sodium Hexametaphosphate, with the option to renew for an additional year, to Carcus Corporation.

Department: Finance

Attachments: [Soduim Hex Bid Tab 2019](#)

CONSENT CALENDAR

7. Approval of minutes of workshop meeting on May 7, 2019.

[MIN 19-074](#)

Recommended Action: Approval

Attachments: [CC_MW_050719](#)

8. Approval of minutes of regular meeting on May 7, 2019.

[MIN 19-075](#)

Recommended Action: Approval

Attachments: [CC_MR_050719](#)

9. Approval of tax refund to Pacific Life in the amount of \$2,180.70 due to a value decrease granted by Harris County Appraisal District.

[TAXR
19-039](#)

Recommended Action: Approve the tax refund to Pacific Life.

Department: Finance

10. Approval of tax refund to Pacific Life in the amount of \$5,446.37 due to a value decrease granted by Harris County Appraisal District.

[TAXR
19-040](#)

Recommended Action: Approve the tax refund to Pacific Life.

Department: Finance

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

-
11. Approval of tax refund to Extra Space Properties Two LLC in the amount of \$8,923.65 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-041](#)
- Recommended Action:** Approve the tax refund to Extra Space Properties Two LLC.
- Department:** Finance
12. Approval of tax refund to Nissan Infiniti Lease Trust in the amount of \$605.56 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-042](#)
- Recommended Action:** Approve the tax refund to Nissan Infiniti Lease Trust.
- Department:** Finance
13. Approval of tax refund to Lereta in the amount of \$552.66 due to a homestead exemption and a veteran change granted by Harris County Appraisal District. [TAXR 19-043](#)
- Recommended Action:** Approve the tax refund to Lereta.
- Department:** Finance
14. Approval of tax refund to Ryan Tax Compliance in the amount of \$6,593.19 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-044](#)
- Recommended Action:** Approve the tax refund to Ryan Tax Compliance.
- Department:** Finance
15. Approval of tax refund to Popp Hutcheson PLLC in the amount of \$2,855.73 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-045](#)
- Recommended Action:** Approve the tax refund to Popp Hutcheson PLLC.
- Department:** Finance
16. Approval of tax refund to Popp Hutcheson PLLC in the amount of \$686.34 due to a value decrease granted by Harris County Appraisal District. [TAXR 19-046](#)
- Recommended Action:** Approve the tax refund to Popp Hutcheson PLLC.
- Department:** Finance
17. Approval of tax refund to Lereta in the amount of \$879.96 due to an overpayment. [TAXR 19-047](#)
- Recommended Action:** Approve the tax refund to Lereta.
- Department:** Finance
-

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.

18. Acceptance of the Quarterly Financial Report for the Fiscal Year 2018-2019 second quarter ended March 31, 2019. [ACT 19-016](#)

Recommended Action: Accept the quarterly financial report for the Fiscal Year 2018-2019 second quarter ended March 31, 2019.

Department: Finance

Attachments: [2019 2Q Financial Report](#)

19. Acceptance of the Animal Shelter project and release of retainage to Construction LTD. [ACT 19-017](#)

Recommended Action: Accept the project and closeout the project.

Attachments: [Executed CO #1 with backup](#)

[Executed CO #2 with backup](#)

[Executed CO #3 with backup](#)

[Executed CO #4 with backup](#)

[Executed CO #5 with backup](#)

20. Authorization to purchase equipment and installation services for a new communications tower at Fire Station #3 via Texas Department of Information Resources (DIR). [AUT 19-027](#)

Recommended Action: Staff recommends purchasing the equipment and installation services for the new communications tower at Fire Station #3.

Attachments: [Estimate 1071 from BTM Services LLC](#)

[Proteus Services Quote for 2019 deer park radio antenna alignment and relocat](#)

[Quote1049-CityofDeerPark-AntennaInstallDishAlign-2.18.19](#)

[Western Towers Quote696-CityofDeerPark-100Mono-2.8.19 \(1\)](#)

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

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.

21. Consideration of and action on reallocation of funds budgeted for Community Center HVAC repairs to be used for HVAC repairs at the Municipal Courts & Theatre Building. [AUT 19-026](#)

Recommended Action: Approve the reallocation of \$125,000 for HVAC Repairs from the Community Center to the Municipal Courts and Theatre Building.

Attachments: [EnergyGuard_Resistance List Aluminium-Green-Yellow](#)
[YLAA DWG](#)
[EnergyGuardFlyer-New](#)
[City of Deer Park Municipal Building Chiller Replacement Proposal](#)
[Performance Sheet](#)

22. Consideration of and action on the application submission and approving the acceptance of a grant through the Bulletproof Vest Partnership Grant Act. [GRT 19-003](#)

Recommended Action: Recommend City Council approval for the Police Department to apply for and accept a grant through the Bulletproof Vest Partnership Grant Act.

23. Consideration of and action on authorization to purchase services from SKE Construction, LLC, through the Buy Board Cooperative Purchasing Program to perform paving at the Water /Sewer Building - Phase 2. [PUR 19-011](#)

Department: Public Works

24. Consideration of and action on authorization to purchase Phase 2 and Phase 3 of the Whelen Outdoor Siren System Upgrade from Crosspoint Communications through the BuyBoard Cooperative Purchasing Program and authorizing the use of the Assigned Fund Balance. [PUR 19-009](#)

Recommended Action: Staff recommends approval.

Department: Finance

Attachments: [Deer Park Phase 23 Cabinet Upgrade BB 5.13.19](#)

25. Consideration of and action on an ordinance amending the Fiscal Year 2018-2019 General Fund Budget for the purchase of real property. [ORD 19-043](#)

Recommended Action: Approve the ordinance amending the Fiscal Year 2018-19 General Fund Budget for the purchase of real property.

Department: Public Works

Attachments: [Ord - Amend Budget FY19 Land FS #2](#)

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.

26. Consideration of and action on an assignment of the Contract of Sale of Real Property. [AGR 19-019](#)

Recommended Action: Approval is recommended.
Department: City Manager's Office
Attachments: [Assignment of Sale \(May 19\)](#)

27. Consideration of and action on the appointment of members of various City of Deer Park committees. [APT 19-002](#)

Recommended Action: Approval is recommended.
Department: Mouton Jr.

28. Consideration of and action on a resolution to seek and accept a Walmart Foundation Community Grant. [RES 19-151](#)

Recommended Action: Approve Resolution.
Attachments: [Community Grant Guidelines](#)
[ERAD sample report](#)
[5th Circuit Court Fourth Amendment Ruling 2016](#)
[ERAD Intel Departmental Proposal Deer Park PD](#)
[Community MOU](#)

29. Consideration of and action on an ordinance appointing two members to the Planning and Zoning Commission/Board of Adjustment. [ORD 19-042](#)

Recommended Action: Appoint Ray Balusek and Doug Cox as the Planning and Zoning Commission/Board of Adjustment members for the 2019-2021 term.
Attachments: [Appoint Members to Planning and Zoning and Board of Adjustment ending 2021](#)

30. Consideration of and action on an ordinance appointing an alternate member to the Board of Adjustment. [ORD 19-041](#)

Recommended Action: Approval of appointment of one alternate member to the Board of Adjustment.
Attachments: [Appoint Alternate Member to Planning and Zoning and Board of Adjustment enc](#)

31. Consideration of and action on an ordinance appointing members to the Parks and Recreation Commission. [ORD 19-044](#)

Recommended Action: To accept the Boards and Commission Selection Committee's recommendation and approve the appointment of Jo Kiefer, Sherry Redwine and Clyde Coxie to the P&R Commission.
Attachments: [Appoint 3 Members to Parks and Rec-Term ends 05-2021](#)

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.

32. Consideration of and action on an ordinance appointing a member of the Deer Park Community Development Corporation.

[ORD 19-040](#)

Recommended Action: Approve the ordinance appointing as new member to the Deer Park Community Development Corporation's Board of Directors, Position 2.

Department: City Manager's Office

Attachments: [Appoint Replacement Member to Community Development Corporation-05-2019](#)

ADJOURN

Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board
May 17, 2019

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 19-009 **Version:** 1 **Name:**
Type: Presentation **Status:** Agenda Ready
File created: 4/8/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Presentation - Acceptance of Paintings Depicting Shell and Deer Park's Early History Donated by Shell.
Sponsors: Parks & Recreation
Indexes:
Code sections:
Attachments: [Watercolor Paintings](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Presentation - Acceptance of Paintings Depicting Shell and Deer Park's Early History Donated by Shell.

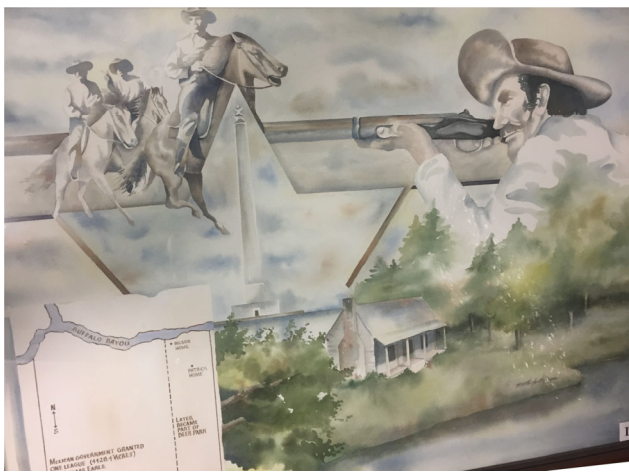
Summary:

Shell is donating several paintings to the City that depict Shell and Deer Park's early history. These watercolor paintings show a pictorial history of Shell and the Deer Park area and were painting by Martha Hayes for the Sesquicentennial Celebration in Deer Park in 1986. Thumbnails of the painting are attached.

Fiscal/Budgetary Impact:

None

Accept and acknowledge the donation from Shell.





Legislation Details (With Text)

File #: PRO 19-008 **Version:** 1 **Name:**

Type: Proclamation **Status:** Agenda Ready

File created: 4/25/2019 **In control:** City Council

On agenda: 5/21/2019 **Final action:**

Title: Proclamation recognizing Emergency Medical Services and declaring the week of May 19-25, 2019 as EMS Week.

Sponsors:

Indexes:

Code sections:

Attachments: [EMS week proclamation 2019](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Proclamation recognizing Emergency Medical Services and declaring the week of May 19-25, 2019 as EMS Week.

Summary:

National Emergency Medical Services Week brings together local communities and medical personnel to publicize safety and honor the dedication of those who provide the day-to-day lifesaving services of medicine's "front line."

Fiscal/Budgetary Impact:

None

Presentation of the Emergency Medical Services Week Proclamation

CITY OF DEER PARK

Proclamation

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of the emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency medical technicians, paramedics, emergency medical dispatchers, emergency physicians, first responders, firefighters, administrators, educators and others; and

WHEREAS, the members of the emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, I, Jerry L. Mouton Jr., Mayor of the city of Deer Park, do hereby proclaim the week of May 19 – 25, 2019, as:

EMERGENCY MEDICAL SERVICES WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Official Seal of the City of Deer Park to be affixed hereto this 21st day of May, Two Thousand and Nineteen, A.D.



Legislation Details (With Text)

File #: PRO 19-009 **Version:** 1 **Name:**
Type: Proclamation **Status:** Agenda Ready
File created: 4/26/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Proclamation recognizing National Public Works Week.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [2019 PW Proclamation](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Proclamation recognizing National Public Works Week.

Summary:

Proclamation recognizing the week of May 19th thru May 25th as National Public Works Week. The theme this year is: "It Starts Here". This theme represents the many facets of modern civilization that grow out of the efforts put forth by the Public Works professionals across America. What starts here? *Infrastructure* starts with Public Works... *Growth and innovation* starts with Public Works... *Mobility* starts with Public Works... *Security* starts with Public Works... *Healthy communities* start with Public Works... The bottom line is that citizens' quality of life starts with Public Works.

This year we honor the vital contribution Public Works professionals make every day to communities across our country.

Fiscal/Budgetary Impact:

No impact



Office of the Mayor

P r o c l a m a t i o n

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

NOW, THEREFORE, I, MAYOR JERRY MOUTON, City of Deer Park, Texas, by virtue of the authority vested in me by the Constitution and laws of the City of Deer Park, Texas do hereby proclaim the week of May 19th -25th as

“NATIONAL PUBLIC WORKS WEEK”

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Official Seal of the City of Deer Park to be affixed hereto this Twenty-first day of May, Two Thousand and Nineteen, A.D.

Jerry Mouton, Mayor
City of Deer Park, Texas



Legislation Details (With Text)

File #: BID 19-009 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 4/25/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Awarding bid for the Concrete Pavement Maintenance contract.
Sponsors: Public Works
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Awarding bid for the Concrete Pavement Maintenance contract.

Summary:

On April 24th, we opened bids for the Concrete Pavement Maintenance Contract. We received a total of ten (10) bids with Brooks Concrete being the low bidder. As you recall this contract is to replace 3000 square yards of concrete pavement and damaged sidewalk in various parts of the City. The replacement is necessary due to pavement failure. The areas replaced will be assigned by work order through the Public Works Department based on need and damage evaluation.

The bids received were:

Bidder	Bid Amount
Brooks Concrete	\$312,553.65
GLM Contracting	\$356,850.00
RAC Industries	\$385,496.80
T B Concrete Construction	\$400,175.00
Grava, LLC	\$428,470.00
D G Medina Construction	\$447,890.00
D&W Contractors	\$448,600.00
Tandem Services	\$453,080.00
Teamwork Construction	\$476,331.00

Angel Brothers

\$722,740.00

Fiscal/Budgetary Impact:

A total of \$400,000 was budgeted in the Street Maintenance account to cover this contract.

Staff recommends awarding the project to Brooks Concrete based on their low bid of \$312,553.65



Legislation Details (With Text)

File #: BID 19-012 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 5/13/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Awarding bid for a one-year supply of gasoline and diesel fuel.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [Gasoline & Diesel Bid Comparison](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Awarding bid for a one-year supply of gasoline and diesel fuel.

Summary:

On Monday May 13, 2019, the City received eight (8) bids for a one-year supply of gasoline and diesel fuel. The bids were based on plus or minus the oil price index sheets (OPIS) supplied by the fuel distributors. Given current market trends and the fluctuating price of gasoline and diesel fuel, the City considers this the fairest way to evaluate and analyze comparable price data for a one-year period. Bid tabulations were based on the total annual estimated fuel requirements of the City. The attached summary provides a breakdown of these bids with one rate shown for each bidder representing the total plus or minus OPIS rate. Based on this analysis, there is a tie between the two lowest bidders - Sun Coast Resources, Inc. and Pinnacle Petroleum, Inc. - when all factors are considered.

Pursuant to State law, in the event of a tie, the Mayor shall conduct a “casting of lots” as the deciding factor to break the tie. This casting of lots shall be conducted during the City Council meeting to award the bid for a one-year supply of gasoline and diesel fuel to Sun Coast Resources, Inc. or Pinnacle Petroleum, Inc.

Current Vendor:

Lykins Energy Solutions

The current contract expires on June 30, 2019.

Fiscal/Budgetary Impact:

Gasoline and diesel fuel are budgeted within each respective department, as needed.

Award the contract for a one-year supply of gasoline and diesel fuel to the low bidder selected by a “casting of lots” to break the tie between Sun Coast Resources, Inc. and Pinnacle Petroleum, Inc., the lowest bid based on the +/- OPIS rate being a tie.

City of Deer Park
Gasoline & Diesel Bid Comparison
2019

Comparison based on 5000 Gallons (rarely exceed that volume)

	<u>Apache</u>	<u>Gold Star</u>	<u>Lykins Energy</u>	<u>Reladyne</u>	<u>Petro Traders</u>	<u>O'Rourke</u>	<u>Suncoast</u>	<u>Pinnacle</u>
<u>Rates</u>								
Diesel	\$ 2.6000	\$ 2.3500	\$ 2.3000	\$ 2.5500	\$ 2.2900	\$ 2.7100	\$ 2.2700	\$ 2.3200
Unleaded	\$ 2.4200	\$ 2.2600	\$ 2.2100	\$ 2.4200	\$ 2.2100	\$ 2.5700	\$ 2.2000	\$ 2.2700
Premium	\$ 2.8600	\$ 2.7000	\$ 2.6400	\$ 2.8600	\$ 2.6500	\$ 3.0100	\$ 2.6500	\$ 2.5300
<hr/>								
<u>@ 5000 Gallons</u>								
Diesel	\$ 13,000.00	\$ 11,750.00	\$ 11,500.00	\$ 12,750.00	\$ 11,450.00	\$ 13,550.00	\$ 11,350.00	\$ 11,600.00
Unleaded	12,100.00	11,300.00	11,050.00	12,100.00	11,050.00	12,850.00	11,000.00	11,350.00
Premium	<u>14,300.00</u>	<u>13,500.00</u>	<u>13,200.00</u>	<u>14,300.00</u>	<u>13,250.00</u>	<u>15,050.00</u>	<u>13,250.00</u>	<u>12,650.00</u>
	<u>\$ 39,400.00</u>	<u>\$ 36,550.00</u>	<u>\$ 35,750.00</u>	<u>\$ 39,150.00</u>	<u>\$ 35,750.00</u>	<u>\$ 41,450.00</u>	<u>\$ 35,600.00</u>	<u>\$ 35,600.00</u>
Ranking	7	5	2	7	2	8	1	1



Legislation Details (With Text)

File #: BID 19-011 **Version:** 1 **Name:**

Type: Bids **Status:** Agenda Ready

File created: 5/13/2019 **In control:** City Council

On agenda: 5/21/2019 **Final action:**

Title: Awarding bid for a one-year supply of Sodium Hexametaphosphate with the option to renew for an additional year for the Water Treatment Plant.

Sponsors: Finance

Indexes:

Code sections:

Attachments: [Soduim Hex Bid Tab 2019](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Awarding bid for a one-year supply of Sodium Hexametaphosphate with the option to renew for an additional year for the Water Treatment Plant.

Summary:

On Monday May 13, 2019, the City received five (5) bids for a one-year supply of Sodium Hexametaphosphate. This chemical is used at the Water Treatment plant. The current contract expires on June 30, 2019.

Carcus Corporation - 50,000 units @ \$0.90 / pound

Shannon Chemical Corporation - 50,000 units @ \$0.917 / pound

Chemrite, Inc. - 50,000 units @ \$0.95 / pound

Napco Chemical Company - 50,000 units @ \$1.08 / pound

Univar - No Bid

Current Vendor - Chemrite, Inc.

50,000 units @ \$0.871 / pound

Fiscal/Budgetary Impact:

Funds for Sodium Hexametaphosphate are budgeted in the Water/Sewer Fund, Account No. 400-506-4316, Chemicals.

Award the bid for a one-year supply of Sodium Hexametaphosphate, with the option to renew for an additional year, to Carcus Corporation.

BID – SODIUM HEXAMETAPHOSPHATE
Bid Date 05.13.19

Name Contractor/Bidder	Unit Price
Chemical Connection Co.	.895 per lb.
Shannon Chemical	.917 per lb.
NAPCO	1.08 per lb.
Carus Chemical	.90 per lb.
Univar USA	NO BID
Chemrite	.95 per lb.



Legislation Details (With Text)

File #: MIN 19-074 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 5/16/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Approval of minutes of workshop meeting on May 7, 2019.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_050719](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Approval of minutes of workshop meeting on May 7, 2019.

Summary:

Fiscal/Budgetary Impact:

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON MAY 7, 2019, BEGINNING AT 6:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the workshop to order at 6:45 p.m.
2. EXECUTIVE SESSION – POTENTIAL LITIGATION – Mayor Mouton recessed the workshop meeting at 6:30 p.m. for an Executive Session.
3. RECONVENED – Mayor Mouton reconvened the workshop meeting at 6:52 p.m.
4. PRESENTATION OF THE TRAFFIC SIGNAL COORDINATION ON EAST BOULEVARD – Terry McDaniel and Suzanna Set of Midtown Engineers, gave an overview of the documented findings of the traffic study and coordinated signal timing for East Boulevard, between E. Thirteenth Street and Spencer Highway. (Exhibit A)
5. DISCUSSION OF ISSUES RELATING TO THE STATUS OF TYPE B PROJECTS FOR JANUARY - MARCH 2019 – Charlie Sandberg gave an overview of the Type B Projects and the status of progress and completion. (Exhibit B1-B3)

Mr. Sandberg introduced Tim May, of Halff and Associates, who presented an update on the status of the Girls Softball Complex. Mr. May highlighted the basic two parts of the complex, that include the common areas and the fields of play. Mr. May spoke of the verification walk through of the project with Staff, Tandem Contractor, Halff and

Associates and representatives of the Girls Softball League. A letter of only partial completion for the common areas was issued due to the playing fields not being ready and the conditions of the fields for the players were unsafe. (Exhibit C1-C5)

Parks and Recreation Parks Operation Coordinator, Tiffany McGallian, gave an overview of and presented pictures of damaged fields. (Exhibit D1-D3)

6. RECESS/RECONVENE – Mayor Mouton recessed the workshop meeting at 7:30 p.m. to open up the regular meeting and reconvened the workshop meeting at 7:30 p.m.

After a lengthy discussion, Mayor Mouton commented, “We want this corrected, first and foremost. I guess you can feel the frustration, we want it corrected as soon as possible so we can have a projected time frame of when we can receive the project in completion so everyone can be happy.”

7. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:03 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 19-075 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 5/16/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Approval of minutes of regular meeting on May 7, 2019.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_050719](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Approval of minutes of regular meeting on May 7, 2019.

Summary:

Fiscal/Budgetary Impact:

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1732ND 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 MAY 7, 2019, AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.
2. RECESS/RECONVENE – Mayor Mouton recessed the meeting at 7:30 p.m. and reconvened the meeting at 7:37 p.m.
3. INVOCATION – The invocation was given by Councilman Patterson.
4. PLEDGE OF ALLEGIANCE – Councilman Martin led the Pledge of Allegiance to the United States Flag and led the Texas Flag Pledge.
5. PRESENTATION - RECOGNITION OF NATIONAL VOLUNTEER APPRECIATION WEEK, APRIL 7-13, 2019 – Police Department Volunteer, Adell Boren recognized the volunteers and their participation and spoke of the 3,396 total hours volunteered in 2018 by the Deer Park Citizen's Police Academy Alumni Association (DPCPAAA) and Volunteers in Police Service (VIPS). Those hours equaled to 1.6 full time positions donated for greater service to the citizens of Deer Park and their Police Department.
6. PROCLAMATION FOR MUNICIPAL CLERKS WEEK – Mayor Mouton presented a Proclamation to City Secretary, Shannon Bennett, declaring the week of May 5-11, 2019 as Municipal Clerks Week.

7. PROCLAMATION FOR TRAVEL & TOURISM WEEK, MAY 5-11, 2019 – Mayor Mouton presented a proclamation in recognition of Travel and Tourism Week to Kristen Callahan, Public Relations Marketing Specialist declaring May 5-11, 2019 as Travel and Tourism Week.
8. PROCLAMATION FOR PEACE OFFICER’S WEEK, MAY 12-19, 2019 – Mayor Mouton presented a proclamation to Chief of Police Greg Grigg declaring the week of May 12-19, 2019 as Peace Officer’s Week.
9. PRESENTATION OF THE 2018 ACHIEVEMENT OF LIBRARY EXCELLENCE AWARD – Mayor Mouton presented Library Director Rebecca Pool the Texas Municipal Library Directors Association Achievement of Library Excellence Award. Receiving this award puts Deer Park Library in the top 10% of libraries in the State of Texas.
10. CANVASS OF VOTES FOR MAY 4, 2019 CITY GENERAL & SPECIAL ELECTION CONSIDERATION OF AND ACTION ON AN ORDINANCE DECLARING THE RESULTS OF THE CITY GENERAL & SPECIAL ELECTION HELD MAY 4, 2019 – Mayor Mouton canvassed the votes of the May 4, 2019 City General Election with City Secretary Shannon Bennett. After a proposed ordinance was read by caption, motion was made by Councilman Harrison and seconded by Councilman Patterson to adopt on first and final reading Ordinance No. 4071, captioned as follows:

AN ORDINANCE CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE ELECTION HELD MAY 4, 2019, IN THE CITY OF DEER PARK, TEXAS, FOR MAYOR, COUNCILMEMBER, POSITION NO. 1, COUNCILMEMBER, POSITION NO. 2, AND COUNCILMEMBER, POSITION NO. 3; AND CANVASSING THE RETURNS OF THE SPECIAL ELECTION REGARDING THE CITY CHARTER PROPOSITIONS; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

Councilman Thane Harrison stepped down from the dias.

11. PRESENTATION OF CERTIFICATES OF ELECTION – Mayor Mouton presented the Certificates of Election to Councilwoman Sherry Garrison Position 1, Councilman TJ Haight Position 2, and Councilman Tommy Ginn Position 3.
12. ADMINISTERING THE OATHS OF OFFICE – City Secretary Shannon Bennett administered the Oath of Office to Mayor Jerry Mouton and Mayor Mouton administered the Oath of office to Councilwoman Sherry Garrison Position 1, Councilman TJ Haight Position 2, and Councilman Tommy Ginn Position 3.
13. CONSENT CALENDAR – Motion was made by Councilwoman Garrison and seconded by Councilwoman Sinor to approve the consent calendar as follows:
 - a. Approval of minutes of workshop meeting on April 16, 2019.

- b. Approval of minutes of regular meeting on April 16, 2019.
- c. Approval of tax refund to Juana Aquino and Adan Patino in the amount of \$732.18 due to a homestead exemption, a disability exemption and a freeze granted by Harris County Appraisal District.
- d. Approval of tax refund to Corelogic Inc. Escrow Reporting in the amount of \$758.09 due to an overpayment.
- e. Approval of tax refund to Refund Advisory Corp. in the amount of \$558.94 due to an over-65 exemption and a freeze change granted by Harris County Appraisal District.
- f. Approval of tax refund to Popp Hutcheson PLLC in the amount of \$5,693.01 due to a value decrease granted by Harris County Appraisal District.
- g. Approval of tax refund to Jeff Lawther in the amount of \$3,769.45 due to a value decrease granted by Harris County Appraisal District.
- h. Approval of tax refund to W. D. Lawther in the amount of \$668.68 due to a value decrease granted by Harris County Appraisal District.
- i. Approval of tax refund to Juana Aquino and Adan Patino in the amount of \$732.18 due to a homestead exemption, a disability exemption and a freeze granted by Harris County Appraisal District.
- j. Approval of tax refund to Wells Fargo Commercial in the amount of \$2,832.00 due to a value decrease granted by Harris County Appraisal District.
- k. Approval of tax refund to Corelogic Tax Service in the amount of \$669.36 due to an overpayment.
- l. Authorization to advertise and accept bids for a one-year supply of garbage bags.
- m. Acceptance of the Deer Park Community Development Corporation's quarterly report for the period of January 1, 2019 - March 31, 2019.
- n. Acceptance of Quarterly Investment Report for the quarter ended March 31, 2019.
- o. Acceptance and release of retainage for the Maxwell Adult Center Expansion DPCDC Project.
- p. Authorization to purchase from Fuquay, Inc., through the Buy Board Cooperative Purchasing Program to perform a Sanitary Manhole Rehabilitation.

Motion carried 7 to 0.

14. COMMENTS FROM AUDIENCE –

- a. Cleveland Griffin, 13723 Wheat Bridge Dr., Houston, Texas, commented, “I am here to speak to you tonight for a moment. I have been an employee at Rohm and Hass/Dow now for 30 years. I watched the steel go into the ground. I have been a Control Operator for 25 years on this one project. I am considered an expert on safety and production at this job. I experienced a very bad accident many years ago in my career when I splashed sulfuric acid in my face and upper torso. At that point, the incident compelled me to practice and teach safety. I conduct safety training in our unit and I have trained, in my estimation, over 10,000 people. On April 22nd of this year, Dow locked myself, my coworkers and their families out of the plant. While the environment and safety are always on the forefront, our concerns have elevated with the recent incidents at ITC and Exxon. While the ITC plant was on fire and the gases were being emitted into the air, we the operators, were at work. Only approximately 300 yards from the fire, but we were at work. We were there breathing in the gases, wearing masks, doing what it took to make sure our plant would not become a part of the scene. The people who are there now, were deemed non-essential. They were told to go home and not even come in. Dow’s current training and certification can take up to 6 months to a year. The replacements who are deemed by Dow themselves as non-essential employees and who were trained in only a matter of days are attempting to perform our jobs at this point. We are very concerned about that. The impact of this lock out effects the 235 workers and our families with the loss of income, insurance and financial stability. It also effects the local community, the local economy and the environment. You all depend on Dow being a great community partner who provides their employees with fair wages and safe working conditions. Now I want you to know that we understand that the negotiations we are in can be a turbulent thing, but we are still willing to do our exceptional work and man our post until an agreement has been reached. What I want you, the good people of Deer Park to ask Dow is, “Why did they lock us out?” To this day, we don’t know. We had some of the finest people there doing their job. We have a fine volunteer fire department, some of them are here now. They keep the plant safe. We have none of those things there now. I just came here tonight because I think you, the citizens of Deer Park, the Community, should be aware. You should ask Dow that question. Thank you very much for allowing me to speak.”
- b. Colin (Skeeter) Cline, commented, “Public speaking is not my forte, but I thought this message was important enough to swallow my discomfort and share a situation that is taking place in our own backyard. For 31 years, I have been employed as a Chemical Operator for Rohm and Haas Texas, which was bought by Dow Chemical 10 years ago. I was a control man in the P North Unit until April 22, 2019. At 2 p.m. on this date, Dow Chemical, one of the most powerful corporations in the world, locked out 235 hourly Operators and Mechanics from the Dow Deer Park Plant. Let me re-state, WE WERE LOCKED OUT!! We are not on strike!! We are READY, WILLING and ABLE to work. We gave them many opportunities to continue negotiations, but they chose to LOCK US OUT. When Dow locked us out, in essence,

they locked out our families. When they stopped the access to our jobs, not only did they stop our pay, but they stopped our medical, dental, vision and prescription pharmacy insurance. There are families with chronic illnesses who are dependent on these programs. We didn't quit or strike or walk away from our jobs. We took a stand against an unfair contract. The company's final offer was voted down by 96%. They tried again after presenting nearly the same contract and it was rejected by 98% of the membership. That's how unfair the situation is. Many of you have seen us walking and picketing on Highway 225 recently and probably thought we were on strike. We are not on strike, WE ARE LOCKED OUT!! Recently Dow has closed the gates on Highway 225. In my opinion, they did this to get us out of the public eye. They do not want any of the public to know our plight. They have done everything in their power to make it look like Rohm and Haas was responsible for these actions, but in reality, it is Dow. They bought us out. Dow does not want any of the local communities to know how they are treating their people. This happened 10 years ago when they took over Rohm and Haas and it is happening again. This is bigger than just 235 employees that have been locked out. We are members of the community with no income to pay our bills, and no medical insurance if our families get sick or injured. Many of our people have been contributors to area charities such as churches, food pantries, after school programs and other organizations such as your baseball fields and your soccer programs. We live all over the area, La Porte, Deer Park, etc. We do not want handouts. We want our jobs back! We are trained professionals who take pride in our work and feel that we can perform our jobs in a much safer fashion than anyone in the plant at this time. Speaking for the unit that I work in, we have safely set two back to back production records for the years 2017 and 2018. I bring up safety because our unit will be celebrating, providing we go back, its 29th year accident free in June this year. That is in an active chemical production unit. We are serious about safety, yet we still got locked out. We worked through Harvey to protect the community and to keep the plant safe, yet they chose to lock us out. We worked diligently around the clock during the freezes of 2018, yet they locked us out. Most recently and undoubtedly the most serious was the ITC fire. Our plant is next door to ITC and the prevailing winds blew the smoke across the plant most of the time that it was an active scene. We kept our units safe whether we were running or shutting down. A large part of the time, our people were wearing respirators both inside and outside the control rooms. When all non-essential personnel were told not to come in, we were out there taking care of our units. We are still locked out. A large part of the people who are running the plant now are the non-essential personnel who were told to stay home during the ITC crisis. It takes approximately 6 months to qualify as an Operator out there. These people were trained in approximately 2-4 weeks with little to no hands-on experience. Most have absolutely no experience running complex control systems or manually working with the outside equipment. Our plant deals with several bad chemicals including many acids, Anhydrous Ammonia and Cyanide. With the ITC fire, the biggest concern was the Benzene in the air. With our materials, there are far more dangerous situations that could arise. My colleagues and I are extremely concerned of the potential

- hazards that may become a reality with these less skilled workers running these units instead of the experienced operators and mechanics in these critical roles. This danger poses a real threat to the entire community, you, me, our families, all of us. Thank you.”
- c. Jana Pellusch, 714 E. Dartmouth, commented, “I have concerns about a plant in our community being operated by management and administrative people who don’t normally do the day in and day out work of running the plant. We know the turmoil that came with the ITC fire. It was hard to hear it referred as the Deer Park fire. The Dow Plant where these workers are locked out is next door to ITC as you have heard. The two plants work together, raw stock and finished product, flow between them. I do not want to see another Deer Park plant become the target of a lawsuit for careless and callous behavior. It does look like that is what we have on our hands with this company locking out its Union represented workforce. To conclude, I would like to read a text to you that I received earlier today from a friend of mine who was working the picket line. He is actually a resident of Deer Park. He says, “Tell Deer Park Council, we are out here picketing in bad weather. Dow needs to step up the game.” Thank you Mayor and Councilmembers.”
15. CONSIDERATION OF AND ACTION ON APPOINTING COUNCILMAN WILLIAM PATTERSON AS THE CITY’S REPRESENTATIVE AND TOMMY GINN AS ALTERNATE TO THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) GENERAL ASSEMBLY AND BOARD OF DIRECTORS – Motion was made by Councilman Martin and seconded by Councilwoman Sinor to appoint Councilman Bill Patterson as the City’s Representative and Tommy Ginn as Alternate to the Houston- Galveston Area Council (H-GAC) General Assembly and Board of Directors. Motion carried 7 to 0.
16. CONSIDERATION OF AND ACTION ON AMENDMENT NO. 3 TO THE AGREEMENT WITH THE DEER PARK FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT (FCPEMSD) FOR FCPEMSD PERSONNEL, VEHICLES, FACILITIES, EQUIPMENT AND INVESTMENTS – Motion was made by Councilman Ginn and seconded by Councilman Patterson on the amendment No. 3 to the agreement with the Deer Park Fire Control, Prevention and Emergency Medical Services District (FCPEMSD) for FCPEMSD Personnel, Vehicles, Facilities, Equipment and Investments. Motion carried 7 to 0.
17. CONSIDERATION OF AND ACTION ON AMENDMENT NO. 3 TO THE AGREEMENT WITH THE DEER PARK CRIME CONTROL PREVENTION DISTRICT (CCPD) FOR CCPD PERSONNEL, VEHICLES, FACILITIES, EQUIPMENT AND INVESTMENTS – Motion was made by Councilwoman Sinor and seconded by Councilman Patterson on amendment No. 3 to the agreement with the Deer Park Crime Control Prevention District (CCPD) for CCPD Personnel, Vehicles, Facilities, Equipment and Investments. Motion carried 7 to 0.

18. CONSIDERATION OF AND ACTION ON AN ORDINANCE TO AMEND THE FY 2018 - 2019 BUDGET FOR HUMANE SERVICES – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Patterson to adopt on first and final reading Ordinance No. 4072, captioned as follows:

AN ORDINANCE AMENDING THE 2018-2019 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

19. CONSIDERATION OF AND ACTION ON THE PURCHASE OF 6.19 ACRES OF REAL PROPERTY FROM THE DEER PARK INDEPENDENT SCHOOL DISTRICT – Motion was made by Councilwoman Garrison and seconded by Councilwoman Sinor to approve the purchase of 6.19 acres of real property from the Deer Park Independent School District. Motion carried 7 to 0.

20. ADJOURN – Mayor Mouton adjourned the meeting at 8:18 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: TAXR 19-039 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 5/6/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Approval of tax refund to Pacific Life in the amount of \$2,180.70 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Approval of tax refund to Pacific Life in the amount of \$2,180.70 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Pacific Life in the total amount of \$2,180.70 due to a value decrease granted by Harris County Appraisal District on the 2016 Correction Roll #30 (Account #132-458-000-0001).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Pacific Life.



Legislation Details (With Text)

File #: TAXR 19-040 **Version:** 1 **Name:**

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

File created: 5/6/2019 **In control:** City Council

On agenda: 5/21/2019 **Final action:**

Title: Approval of tax refund to Pacific Life in the amount of \$5,446.37 due to a value decrease granted by Harris County Appraisal District.

Sponsors: Finance

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Approval of tax refund to Pacific Life in the amount of \$5,446.37 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Pacific Life in the total amount of \$5,446.37 due to a value decrease granted by Harris County Appraisal District on the 2017 Correction Roll #19 (Account #132-458-000-0001).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Pacific Life.



Legislation Details (With Text)

File #: TAXR 19-041 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 5/6/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Approval of tax refund to Extra Space Properties Two LLC in the amount of \$8,923.65 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Approval of tax refund to Extra Space Properties Two LLC in the amount of \$8,923.65 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Extra Space Properties Two LLC in the total amount of \$8,923.65 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #08 (Account #043-148-000-0354).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Extra Space Properties Two LLC.



Legislation Details (With Text)

File #: TAXR 19-042 **Version:** 1 **Name:**

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

File created: 5/6/2019 **In control:** City Council

On agenda: 5/21/2019 **Final action:**

Title: Approval of tax refund to Nissan Infiniti Lease Trust in the amount of \$605.56 due to a value decrease granted by Harris County Appraisal District.

Sponsors: Finance

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Approval of tax refund to Nissan Infiniti Lease Trust in the amount of \$605.56 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Nissan Infiniti Lease Trust in the total amount of \$605.56 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #08 (Account #219-509-3).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Nissan Infiniti Lease Trust.



Legislation Details (With Text)

File #: TAXR 19-043 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 5/6/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Approval of tax refund to Lereta in the amount of \$552.66 due to a homestead exemption and a veteran change granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Approval of tax refund to Lereta in the amount of \$552.66 due to a homestead exemption and a veteran change granted by Harris County Appraisal District.

Summary:

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

Lereta in the total amount of \$552.66 due to a homestead exemption and a veteran change granted by Harris County Appraisal District on the 2018 Correction Roll #08 (Account #134-402-002-0001).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Lereta.



Legislation Details (With Text)

File #: TAXR 19-044 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 5/6/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Approval of tax refund to Ryan Tax Compliance in the amount of \$6,593.19 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Approval of tax refund to Ryan Tax Compliance in the amount of \$6,593.19 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Ryan Tax Compliance in the total amount of \$6,593.19 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #08 (Account #125-102-001-0001).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Ryan Tax Compliance.



Legislation Details (With Text)

File #: TAXR 19-045 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 5/6/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Approval of tax refund to Popp Hutcheson PLLC in the amount of \$2,855.73 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Approval of tax refund to Popp Hutcheson PLLC in the amount of \$2,855.73 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Popp Hutcheson PLLC in the total amount of \$2,855.73 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #08 (Account #011-319-000-0126).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Popp Hutcheson PLLC.



Legislation Details (With Text)

File #: TAXR 19-046 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 5/6/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Approval of tax refund to Popp Hutcheson PLLC in the amount of \$686.34 due to a value decrease granted by Harris County Appraisal District.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Approval of tax refund to Popp Hutcheson PLLC in the amount of \$686.34 due to a value decrease granted by Harris County Appraisal District.

Summary:

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

Popp Hutcheson PLLC in the total amount of \$686.34 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #08 (Account #011-319-000-0127).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Popp Hutcheson PLLC.



Legislation Details (With Text)

File #: TAXR 19-047 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 5/6/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Approval of tax refund to Lereta in the amount of \$879.96 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Approval of tax refund to Lereta in the amount of \$879.96 due to an overpayment.

Summary:

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

Lereta in the total amount of \$879.96 due to an overpayment on Account #102-282-000-0023.

Fiscal/Budgetary Impact: None.

Approve the tax refund to Lereta.



Legislation Details (With Text)

File #: ACT 19-016 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 5/8/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Acceptance of the Quarterly Financial Report for the Fiscal Year 2018-2019 second quarter ended March 31, 2019.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [2019 2Q Financial Report](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Acceptance of the Quarterly Financial Report for the Fiscal Year 2018-2019 second quarter ended March 31, 2019.

Summary:

The City's quarterly financial report for the Fiscal Year 2018-2019 second quarter ended March 31, 2019 reports the preliminary and unaudited results for the first six months of the fiscal year (October 2018 - March 2019). 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 \$37.5 million. The annual budget for these revenues, as amended, is \$53.3 million. Revenues primarily represent ad valorem (property) taxes. These tax collections for residential and commercial properties, including delinquent taxes and associated penalties and interest, are \$18.9 million through March 2019. The industrial in-lieu of taxes revenues of \$12.0 million through March 2019 represent 100.4 percent of the amount budgeted for these revenues. The City's sales tax revenues of \$2.2 million through the second quarter are 6.1 percent lower than the prior year's second quarter. Total expenditures of the Governmental Funds are approximately \$23.7 million for the second quarter to-date.

Utility Fund revenues, including the Water/Sewer Fund and the Storm Water Fund, total approximately \$4.4 million through March 2019, which is 5.6 percent below the prior year's second quarter results. This difference reflects the 6.4 percent reduction in water usage for the first six months of the fiscal year. Total expenses of these enterprise funds are \$3.2 million for the second quarter.

The \$106,400 of expenditures in the Capital Improvements Fund for the fiscal year-to-date at March 31 primarily represent expenditures related to the new City Hall.

Revenues for the special revenue districts (the Crime Control and Prevention District and the Fire

Control Prevention and EMS District), primarily represent sales tax collections. For the first half of the fiscal year, combined revenues for both districts total approximately \$1,123,400 and combined expenditures total approximately \$1,667,000. Second quarter revenues of approximately \$1,085,600 for the City's Type B Corporation, the Deer Park Community Development Corporation ("Corporation"), primarily represent sales tax collections. The \$2,000 of expenditures recorded in the second quarter of this fiscal year are for the annual audit.

Fiscal/Budgetary Impact:

N/A.

Accept the quarterly financial report for the Fiscal Year 2018-2019 second quarter ended March 31, 2019.



**FISCAL YEAR 2019
QUARTERLY FINANCIAL REPORT
FOR THE SECOND QUARTER ENDED
March 31, 2019
(Unaudited)**

**CITY OF DEER PARK
FISCAL YEAR 2019
QUARTERLY FINANCIAL REPORT
SECOND QUARTER ENDED MARCH 31, 2019
Table of Contents**

	<u>Page</u>
Summary Statement of Revenues & Expenditures - Compared to Amended Budget	1
Summary Statement of Revenues & Expenditures - Compared to Prior Fiscal Year	3
Statement of Revenues & Expenditures - General Fund	5
Statement of Revenues & Expenditures - Debt Service Fund	6
Statement of Revenues & Expenditures - Golf Course Lease Fund	7
Statement of Revenues & Expenditures - Special Revenue Funds	8
Statement of Revenues & Expenditures - Capital Improvement Bond Funds	9
Statement of Revenues & Expenditures - Water/Sewer Fund	10
Statement of Revenues & Expenditures - Other Utility Funds	11
Statement of Revenues & Expenditures - Capital Improvements Fund	12
Department Detail of Capital Improvements Expenditures	13
Statement of Revenues & Expenditures - Fiduciary Funds	14
Statement of Revenues & Expenditures - Special Revenue Districts (CCPD & FCPEMSD)	15
Statement of Revenues & Expenditures - Deer Park Community Development Corporation	16
Summary of Ad Valorem (Property) Tax	17
Summary of Sales and Mixed Beverage Tax	18
Summary of Franchise Taxes	19
Summary of Debt Service Payments by Type - Current Fiscal Year	20
Allocation of Debt Service Payments by Fund - Current Fiscal Year	21
Summary of Water & Sewer Consumption Billed (1,000 gallons)	22

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2019 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2018	Qtr 2 3/31/2019	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
GOVERNMENTAL FUNDS								
REVENUE SUMMARY:								
General Fund	\$ 21,487,939	\$ 10,938,170			\$ 32,426,109	\$ 44,040,235	\$ 11,614,126	26.37%
Debt Service Fund	2,526,438	2,016,974			4,543,412	6,207,242	1,663,830	26.80%
Golf Course Lease Fund	-	15,000			15,000	120,000	105,000	87.50%
Special Revenue Funds	61,794	225,051			286,845	2,958,452	2,671,607	90.30%
Capital Improvement Bond Funds	150,239	121,675			271,914	-	(271,914)	*
Total Governmental Funds Revenue	24,226,410	13,316,870			37,543,280	53,325,929	15,782,649	29.60%
EXPENDITURE SUMMARY:								
General Fund								
General & Administrative	1,756,560	1,886,311			3,642,871	11,431,242	7,788,371	68.13%
Police Department	2,037,289	2,642,104			4,679,393	10,308,536	5,629,143	54.61%
Fire Department & Emergency Services	499,436	831,758			1,331,194	3,006,703	1,675,509	55.73%
Planning & Development	332,775	522,947			855,722	1,995,413	1,139,691	57.12%
Sanitation	872,169	1,116,947			1,989,116	4,092,291	2,103,175	51.39%
Street Maintenance	614,022	346,400			960,422	2,478,280	1,517,858	61.25%
Parks & Recreation	1,032,037	1,702,199			2,734,236	6,904,012	4,169,776	60.40%
Library	188,205	273,764			461,969	1,168,598	706,629	60.47%
Other	161,957	291,706			453,663	1,077,821	624,158	57.91%
Employee Benefits	-	-			-	-	-	*
Operating Transfers	-	-			-	50,000	50,000	100.00%
Total General Fund	7,494,450	9,614,136			17,108,586	42,512,896	25,404,310	59.76%
Debt Service Fund	428	1,951			2,379	5,661,746	5,659,367	99.96%
Golf Course Lease Fund	17,739	34,050			51,789	120,000	68,211	56.84%
Special Revenue Funds	165,989	264,199			430,188	2,958,452	2,528,264	85.46%
Capital Improvement Bond Funds	2,811,540	3,349,067			6,160,607	-	(6,160,607)	*
Total Governmental Funds Expenditures	10,490,146	13,263,403			23,753,549	51,253,094	27,499,545	53.65%
Governmental Funds Revenues O/(U) Expenditures	\$ 13,736,264	\$ 53,467			\$ 13,789,731	\$ 2,072,835		
UTILITY FUNDS								
REVENUE SUMMARY:								
Water/Sewer Fund	\$ 1,727,599	\$ 2,547,616			\$ 4,275,215	\$ 12,595,665	\$ 8,320,450	66.06%
Storm Water Fund	210	147			357	-	(357)	*
Other	57,267	84,974			142,241	383,786	241,545	62.94%
Total Utility Fund Revenue	1,785,076	2,632,737			4,417,813	12,979,451	8,561,638	65.96%
EXPENSES SUMMARY:								
General & Administrative	251,630	256,362			507,992	1,152,350	644,358	55.92%
Water Expenses	696,179	1,304,981			2,001,160	6,013,166	4,012,006	66.72%
Sewer Expenses	188,261	239,148			427,409	1,872,875	1,445,466	77.18%
Storm Water Expenses	-	-			-	-	-	*
Debt Service & Related Fees	1,572	299			1,871	2,747,332	2,745,461	99.93%
Operating Transfers	-	-			-	122,973	122,973	100.00%
Other	103,257	149,983			253,240	589,415	336,175	57.04%
Employee Benefits	24,251	8,173			32,424	357,150	324,726	90.92%
Total Utility Fund Expenses	1,265,150	1,958,946			3,224,096	12,855,261	9,631,165	74.92%
Utility Fund Revenues O/(U) Expenses	\$ 519,926	\$ 673,791			\$ 1,193,717	\$ 124,190		
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Capital Improvements Fund Revenue	\$ 783	\$ 545			\$ 1,328	\$ 5,349,788	\$ 5,348,460	99.98%
Total Capital Improvements Fund Revenue	\$ 783	\$ 545			\$ 1,328	\$ 5,349,788	\$ 5,348,460	99.98%
EXPENDITURE SUMMARY:								
General Government	853	101,671			102,524	31,000	(71,524)	**
Fire Department	-	-			-	1,348,300	1,348,300	100.00%
Planning & Development	-	-			-	1,525,000	1,525,000	100.00%
Street Maintenance	-	-			-	300,000	300,000	100.00%
Storm Water	-	-			-	-	-	*
Park Maintenance	1,400	-			1,400	1,154,238	1,152,838	99.88%
Recreation	-	-			-	275,000	275,000	100.00%
Athletics & Aquatics	2,500	-			2,500	50,000	47,500	95.00%
Building Maintenance	-	-			-	325,000	325,000	100.00%
Drama	-	-			-	-	-	*
Library	-	-			-	-	-	*
Contingency	-	-			-	-	-	*
Total Capital Improvements Fund Expenditures	4,753	101,671			106,424	5,258,538	5,152,114	97.98%
Capital Improvements Fund Revenues O/(U) Expenditures	\$ (3,970)	\$ (101,126)			\$ (105,096)	\$ 91,250		

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2019 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2018	Qtr 2 3/31/2019	Qtr 3 6/30/2019	Qtr 4 3/31/2019	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>FIDUCIARY FUNDS</u>								
REVENUE SUMMARY:								
LEPC Fund	\$ -	\$ -			\$ -	\$ -	\$ -	*
Senior Citizens Fund	637	444			1,081	-	(1,081)	*
Total Fiduciary Funds Revenue	637	444			1,081	-	(1,081)	*
EXPENDITURE SUMMARY:								
LEPC Fund	-	-			-	-	-	*
Senior Citizens Fund	-	-			-	-	-	*
Total Fiduciary Funds Expenditures	-	-			-	-	-	*
Fiduciary Funds Revenues O/(U) Expenditures	\$ 637	\$ 444			\$ 1,081	\$ -		
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 129,617	\$ 408,867			\$ 538,484	\$ 1,965,617	\$ 1,427,133	72.60%
Fire Control Prevention and EMS District	138,207	446,691			584,898	4,143,224	3,558,326	85.88%
Total Special Revenue Districts Revenue	267,824	855,558			1,123,382	6,108,841	4,985,459	81.61%
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	281,289	248,234			529,523	1,965,617	1,436,094	73.06%
Fire Control Prevention and EMS District	259,682	877,714			1,137,396	4,143,224	3,005,828	72.55%
Total Special Revenue Districts Expenditures	540,971	1,125,948			1,666,919	6,108,841	4,441,922	72.71%
Special Revenue Districts Revenues O/(U) Expenditures	\$ (273,147)	\$ (270,390)			\$ (543,537)	\$ -		
<u>TYPE B CORPORATION</u>								
REVENUE SUMMARY:								
Deer Park Community Development Corporation	\$ 260,441	\$ 825,142			\$ 1,085,583	\$ 2,801,100	\$ 1,715,517	61.24%
Total DPCDC Fund Revenue	260,441	825,142			1,085,583	2,801,100	1,715,517	61.24%
EXPENDITURE SUMMARY:								
Deer Park Community Development Corporation	-	2,000			2,000	1,531,926	1,529,926	99.87%
Total DPCDC Fund Expenditures	-	2,000			2,000	1,531,926	1,529,926	99.87%
DPCDC Revenues O/(U) Expenditures	\$ 260,441	\$ 823,142			\$ 1,083,583	\$ 1,269,174		
<u>FUND BALANCE</u>								
Beginning Fund Balance - General Fund	\$ 38,805,246	\$ 52,674,421			\$ 38,805,246			
Revenues Over/(Under) Expenditures	13,869,175	1,137,497			15,006,672			
Ending Fund Balance - General Fund	\$ 52,674,421	\$ 53,811,918			\$ 53,811,918			
Beginning Fund Balance - Water Sewer Fund	\$ 20,234,959	\$ 20,734,504			\$ 20,234,959			
Revenues Over/(Under) Expenditures	499,545	654,826			1,154,371			
Ending Fund Balance - Water Sewer Fund	\$ 20,734,504	\$ 21,389,330			\$ 21,389,330			

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

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2019 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Prior Fiscal Year			
	Qtr 1 12/31/2018	Qtr 2 3/31/2019	Qtr 3 6/30/2018	Qtr 4 9/30/2018	FY19 YTD Actual	FY18 YTD Actual	Difference O/(U) Prior YTD	FY18 FYE Total *
GOVERNMENTAL FUNDS								
REVENUE SUMMARY:								
General Fund	\$ 21,487,939	\$ 10,938,170			\$ 32,426,109	\$ 30,877,133	\$ 1,548,976	\$ 41,674,692
Debt Service Fund	2,526,438	2,016,974			4,543,412	4,784,078	(240,666)	6,927,957
Golf Course Lease Fund	-	15,000			15,000	5,949	9,051	135,484
Special Revenue Funds	61,794	225,051			286,845	326,797	(39,952)	1,674,536
Capital Improvement Bond Funds	150,239	121,675			271,914	567,476	(295,562)	3,692,798
Total Governmental Funds Revenue	24,226,410	13,316,870			37,543,280	36,561,433	981,847	54,105,467
EXPENDITURE SUMMARY:								
<u>General Fund</u>								
General & Administrative	1,756,560	1,886,311			3,642,871	3,452,604	190,267	12,367,803
Police Department	2,037,289	2,642,104			4,679,393	4,527,171	152,222	9,536,758
Fire Department & Emergency Services	499,436	831,758			1,331,194	1,125,657	205,537	2,581,641
Planning & Development	332,775	522,947			855,722	783,923	71,799	1,751,821
Sanitation	872,169	1,116,947			1,989,116	1,958,759	30,357	4,159,226
Street Maintenance	614,022	346,400			960,422	547,423	412,999	1,189,449
Parks & Recreation	1,032,037	1,702,199			2,734,236	2,785,116	(50,880)	6,458,882
Library	188,205	273,764			461,969	489,728	(27,759)	1,014,922
Other	161,957	291,706			453,663	384,756	68,907	911,193
Employee Benefits	-	-			-	-	-	-
Operating Transfers	-	-			-	-	-	-
Total General Fund	7,494,450	9,614,136			17,108,586	16,055,137	1,053,449	39,971,695
<u>Debt Service Fund</u>	<u>428</u>	<u>1,951</u>			<u>2,379</u>	<u>5,843,569</u>	<u>(5,841,190)</u>	<u>6,380,583</u>
<u>Golf Course Lease Fund</u>	<u>17,739</u>	<u>34,050</u>			<u>51,789</u>	<u>96,382</u>	<u>(44,593)</u>	<u>135,484</u>
<u>Special Revenue Funds</u>	<u>165,989</u>	<u>264,199</u>			<u>430,188</u>	<u>447,166</u>	<u>(16,978)</u>	<u>1,758,792</u>
<u>Capital Improvement Bond Funds</u>	<u>2,811,540</u>	<u>3,349,067</u>			<u>6,160,607</u>	<u>4,734,392</u>	<u>1,426,215</u>	<u>14,542,261</u>
Total Governmental Funds Expenditures	10,490,146	13,263,403			23,753,549	27,176,646	(3,423,097)	62,788,815
Governmental Funds Revenues O/(U) Expenditures	\$ 13,736,264	\$ 53,467			\$ 13,789,731	\$ 9,384,787	\$ 4,404,944	\$ (8,683,348)
UTILITY FUNDS								
REVENUE SUMMARY:								
Water/Sewer Fund	\$ 1,727,599	\$ 2,547,616			\$ 4,275,215	\$ 4,428,307	\$ (153,092)	\$ 11,066,501
Storm Water Fund	210	147			357	142,358	(142,001)	337,665
Other	57,267	84,974			142,241	107,882	34,359	741,891
Total Utility Funds Revenue	1,785,076	2,632,737			4,417,813	4,678,547	(260,734)	12,146,057
EXPENSES SUMMARY:								
General & Administrative	251,630	256,362			507,992	605,943	(97,951)	323,032
Water Expenses	696,179	1,304,981			2,001,160	2,093,220	(92,060)	4,120,112
Sewer Expenses	188,261	239,148			427,409	526,504	(99,095)	1,112,495
Storm Water Expenses	-	-			-	102,847	(102,847)	36,726
Debt Service & Related Fees	1,572	299			1,871	1,347,210	(1,345,339)	2,154,464
Operating Transfers	-	-			-	107,681	(107,681)	99,421
Other	103,257	149,983			253,240	148,682	104,558	930,732
Employee Benefits	24,251	8,173			32,424	42,872	(10,448)	181,768
Total Utility Funds Expenses	1,265,150	1,958,946			3,224,096	4,974,959	(1,750,863)	8,958,750
Utility Funds Revenues O/(U) Expenses	\$ 519,926	\$ 673,791			\$ 1,193,717	\$ (296,412)	\$ 1,490,129	\$ 3,187,307
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Capital Improvements Fund Revenue	\$ 783	\$ 545			\$ 1,328	\$ 852	\$ (476)	\$ 4,484,378
Total Capital Improvements Fund Revenue	\$ 783	\$ 545			\$ 1,328	\$ 852	\$ (476)	\$ 4,484,378
EXPENDITURE SUMMARY:								
General Government	853	101,671			102,524	2,238,852	(2,136,328)	3,639,231
Fire Department	-	-			-	-	-	157,000
Planning & Development	-	-			-	-	-	-
Street Maintenance	-	-			-	130,321	(130,321)	1,744,701
Storm Water	-	-			-	-	-	-
Park Maintenance	1,400	-			1,400	-	1,400	109,856
Recreation	-	-			-	-	-	48,763
Athletics & Aquatics	2,500	-			2,500	22,850	(20,350)	125,763
Building Maintenance	-	-			-	-	-	-
Drama	-	-			-	-	-	48,763
Library	-	-			-	22,850	(22,850)	48,763
Contingency	-	-			-	22,850	(22,850)	-
Total Capital Improvements Fund Expenditures	4,753	101,671			106,424	2,437,723	(2,331,299)	5,922,840
Capital Improvements Fund Revenues O/(U) Expenditures	\$ (3,970)	\$ (101,126)			\$ (105,096)	\$ (2,436,871)	\$ 2,330,823	\$ (1,438,462)

* Prior year total is preliminary and unaudited.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2019 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Prior Fiscal Year			
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	FY19	FY18	Difference	FY18
	12/31/2018	3/31/2019	6/30/2018	9/30/2018	YTD Actual	YTD Actual	O/(U) Prior YTD	FYE Total *
<u>FIDUCIARY FUNDS</u>								
REVENUE SUMMARY:								
LEPC Fund	\$ -	\$ -			\$ -	\$ 52,310	\$ (52,310)	\$ 52,368
Senior Citizens Fund	637	444			1,081	694	387	1,737
Total Fiduciary Funds Revenue	637	444			1,081	53,004	(51,923)	54,105
EXPENDITURE SUMMARY:								
LEPC Fund	-	-			-	50,190	(50,190)	187,627
Senior Citizens Fund	-	-			-	-	-	-
Total Fiduciary Funds Expenditures	-	-			-	50,190	(50,190)	187,627
Fiduciary Funds Revenues O/(U) Expenditures	\$ 637	\$ 444			\$ 1,081	\$ 2,814	\$ (1,733)	\$ (133,522)
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 129,617	\$ 408,867			\$ 538,484	\$ 566,449	\$ (27,965)	\$ 1,642,788
Fire Control Prevention and EMS District	138,207	446,691			584,898	592,008	(7,110)	1,692,806
Total Special Revenue Districts Revenue	267,824	855,558			1,123,382	1,158,457	(35,075)	3,335,594
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	281,289	248,234			529,523	520,418	9,105	887,362
Fire Control Prevention and EMS District	259,682	877,714			1,137,396	697,623	439,773	1,490,091
Total Special Revenue Districts Expenditures	540,971	1,125,948			1,666,919	1,218,041	448,878	2,377,453
Special Revenue Districts Revenues O/(U) Expenditures	\$ (273,147)	\$ (270,390)			\$ (543,537)	\$ (59,584)	\$ (483,953)	\$ 958,141
<u>TYPE B CORPORATION</u>								
REVENUE SUMMARY:								
Deer Park Community Development Corporation	\$ 260,441	\$ 825,142			\$ 1,085,583	\$ 1,154,040	\$ (68,457)	\$ 3,315,538
Total DPCDC Fund Revenue	260,441	825,142			1,085,583	1,154,040	(68,457)	3,315,538
EXPENDITURE SUMMARY:								
Deer Park Community Development Corporation	-	2,000			2,000	317,466	(315,466)	2,777,838
Total DPCDC Fund Expenditures	-	2,000			2,000	317,466	(315,466)	2,777,838
DPCDC Revenues O/(U) Expenditures	\$ 260,441	\$ 823,142			\$ 1,083,583	\$ 836,574	\$ 247,009	\$ 537,700

* Prior year total is preliminary and unaudited.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2019 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2018	Qtr 2 3/31/2019	Qtr 3 6/30/2019	Qtr 4 9/30/2019	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
GENERAL FUND								
REVENUE SUMMARY:								
Taxes	\$ 20,031,923	\$ 9,368,096			\$ 29,400,019	\$ 34,815,212	\$ 5,415,193	15.55%
Service Fees	222,376	393,292			615,668	1,311,000	695,332	53.04%
Fines	294,084	348,179			642,263	1,410,000	767,737	54.45%
Permits & Licenses	164,065	107,824			271,889	512,150	240,261	46.91%
User Fees	397,128	425,289			822,417	1,973,250	1,150,833	58.32%
Other	378,363	295,490			673,853	4,008,623	3,334,770	83.19%
Special Revenue	-	-			-	10,000	10,000	100.00%
Total Revenue	21,487,939	10,938,170			32,426,109	44,040,235	11,614,126	26.37%
EXPENDITURE SUMMARY:								
Mayor & Council	12,193	7,492			19,685	63,650	43,965	69.07%
City Manager	194,764	261,670			456,434	1,032,725	576,291	55.80%
Boards & Commissions	2,938	5,532			8,470	15,158	6,688	44.12%
Municipal Court	91,273	113,893			205,166	459,440	254,274	55.34%
General Government	670,931	589,847			1,260,778	6,419,504	5,158,726	80.36%
Legal Services	32,052	62,109			94,161	155,000	60,839	39.25%
Personnel	71,686	96,882			168,568	370,835	202,267	54.54%
IT Services	457,408	432,052			889,460	1,781,643	892,183	50.08%
Finance	133,606	188,033			321,639	681,488	359,849	52.80%
City Secretary	89,709	128,801			218,510	451,799	233,289	51.64%
Police	2,037,289	2,642,104			4,679,393	10,308,536	5,629,143	54.61%
Emergency Management	84,832	118,862			203,694	449,210	245,516	54.66%
Fire Department	71,327	224,501			295,828	872,308	576,480	66.09%
Ambulance Services	305,784	413,447			719,231	1,466,946	747,715	50.97%
Fire Marshal	37,493	74,948			112,441	218,239	105,798	48.48%
Central Warehouse	17,305	21,800			39,105	79,120	40,015	50.58%
Planning & Development	332,775	522,947			855,722	1,995,413	1,139,691	57.12%
Sanitation	872,169	1,116,947			1,989,116	4,092,291	2,103,175	51.39%
Street Maintenance	614,022	346,400			960,422	2,478,280	1,517,858	61.25%
Fleet Maintenance	91,289	190,803			282,092	719,005	436,913	60.77%
Humane Services	53,363	79,103			132,466	279,896	147,230	52.64%
Parks & Rec Administration	124,314	186,537			310,851	881,532	570,681	64.74%
Beautification	1,570	1,851			3,421	30,000	26,579	88.60%
Park Maintenance	391,343	680,198			1,071,541	2,696,728	1,625,187	60.27%
Recreation	139,365	199,812			339,177	774,215	435,038	56.19%
Athletics & Aquatics	96,317	171,524			267,841	818,955	551,114	67.29%
Building Maintenance	157,423	222,754			380,177	902,948	522,771	57.90%
Senior Services	86,125	226,889			313,014	810,973	497,959	61.40%
After School Program	71,576	96,722			168,298	411,895	243,597	59.14%
Drama	88,318	102,449			190,767	458,298	267,531	58.37%
Library	188,205	273,764			461,969	1,168,598	706,629	60.47%
Employee Benefits	-	-			-	-	-	*
Operating Transfer to Golf Course Lease	-	-			-	50,000	50,000	100.00%
Operating Transfer to Chapter 380	-	-			-	645,807	645,807	100.00%
Operating Transfer to Capital Improvement Fund	-	-			-	-	-	*
Total Expenditures	7,618,764	9,800,673			17,419,437	44,040,235	26,620,798	60.45%
General Fund Revenues O/(U) Expenditures	\$ 13,869,175	\$ 1,137,497			\$ 15,006,672	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 38,805,246	\$ 52,674,421	\$ 38,805,246
Revenues Over/(Under) Expenditures	13,869,175	1,137,497	15,006,672
Ending Fund Balance	\$ 52,674,421	\$ 53,811,918	\$ 53,811,918

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2019 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2018</u>	<u>Qtr 2</u> <u>3/31/2019</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>DEBT SERVICE FUND</u>								
REVENUE SUMMARY:								
Taxes	\$ 2,476,165	\$ 1,982,061			\$ 4,458,226	\$ 4,785,116	\$ 326,890	6.83%
Other	50,273	34,913			85,186	1,422,126	1,336,940	94.01%
Total Revenue	2,526,438	2,016,974			4,543,412	6,207,242	1,663,830	26.80%
EXPENDITURE SUMMARY:								
Paying Agent Fees/Escrow Payment/Issuance Costs	428	1,951			2,379	100,000	97,621	97.62%
Principal Payments	-	-			-	4,218,539	4,218,539	100.00%
Interest Payments	-	-			-	1,343,107	1,343,107	100.00%
Total Expenditures	428	1,951			2,379	5,661,746	5,659,367	99.96%
Debt Service Fund Revenues O/(U) Expenditures	\$ 2,526,010	\$ 2,015,023			\$ 4,541,033	\$ 545,496		
<hr/>								
<u>FUND BALANCE</u>								
Beginning Fund Balance	\$ 5,181,425	\$ 7,707,435			\$ 5,181,425			
Revenues Over/(Under) Expenditures	2,526,010	2,015,023			4,541,033			
Ending Fund Balance	\$ 7,707,435	\$ 9,722,458			\$ 9,722,458			

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2019 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2018	Qtr 2 3/31/2019	Qtr 3 6/30/2019	Qtr 4 9/30/2019	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
GOLF COURSE LEASE FUND								
REVENUE SUMMARY:								
User Fees	\$ -	\$ -			\$ -	\$ -	\$ -	*
Other Revenue	-	-			-	50,000	50,000	100.00%
Restricted Revenue	-	15,000			15,000	70,000	55,000	78.57%
Total Revenue	<u>-</u>	<u>15,000</u>			<u>15,000</u>	<u>120,000</u>	<u>105,000</u>	87.50%
EXPENDITURE SUMMARY:								
Operating Expenditures	17,739	34,050			51,789	120,000	68,211	56.84%
Capital Expenditures	-	-			-	-	-	*
Total Expenditures	<u>17,739</u>	<u>34,050</u>			<u>51,789</u>	<u>120,000</u>	<u>68,211</u>	56.84%
Golf Course Lease Fund Revenues O/(U)								
Expenditures	\$ (17,739)	\$ (19,050)			\$ (36,789)	\$ -		
FUND BALANCE								
Beginning Fund Balance	\$ 141,289	\$ 123,550			\$ 141,289			
Revenues Over/(Under) Expenditures	(17,739)	(19,050)			(36,789)			
Ending Fund Balance	<u>\$ 123,550</u>	<u>\$ 104,500</u>			<u>\$ 104,500</u>			

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2019 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2018	Qtr 2 3/31/2019	Qtr 3 6/30/2019	Qtr 4 9/30/2019	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>SPECIAL REVENUE FUNDS</u>								
REVENUE SUMMARY:								
Hotel Occupancy Tax Fund	\$ -	\$ 148,218			\$ 148,218	\$ 1,584,669	\$ 1,436,451	90.65%
Police Forfeiture Fund	10,203	3,176			13,379	12,447	(932)	**
Other	150	22,836			22,986	-	(22,986)	*
Municipal Court Fund	43,801	50,418			94,219	405,114	310,895	76.74%
Disaster Declarations	7,062	-			7,062	-	(7,062)	*
Grant Fund	-	-			-	310,415	310,415	100.00%
Street Assessment Fund	427	298			725	-	(725)	*
East Blvd Fund	151	105			256	-	(256)	*
Chapter 380	-	-			-	-	-	
Total Revenue	61,794	225,051			286,845	2,958,452	645,807	100.00%
EXPENDITURE SUMMARY:								
Hotel Occupancy Tax Fund	125,857	100,707			226,564	1,584,669	1,358,105	85.70%
Police Forfeiture Fund	2,867	960			3,827	12,447	8,620	69.25%
Other	1,051	80,237			81,288	-	(81,288)	*
Municipal Court Fund	36,063	57,590			93,653	405,114	311,461	76.88%
Disaster Declarations	-	4,600			4,600	-	(4,600)	*
Grant Fund	-	20,000			20,000	310,415	290,415	93.56%
Street Assessment Fund	-	-			-	-	-	*
East Blvd Fund	151	105			256	-	(256)	*
Chapter 380	-	-			-	-	-	
Total Expenditures	165,989	264,199			430,188	2,958,452	2,528,264	85.46%
Special Revenue Funds Revenues O/(U) Expenditures	\$ (104,195)	\$ (39,148)			\$ (143,343)	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 1,243,830	\$ 1,139,635	\$ 1,243,830
Revenues Over/(Under) Expenditures	(104,195)	(39,148)	(143,343)
Ending Fund Balance	\$ 1,139,635	\$ 1,100,487	\$ 1,100,487

Ending Fund Balance by Fund:

101 - Hotel Occupancy Tax Fund	\$ 944,952	\$ 992,463	\$ 992,463
102 - Police Forfeiture Fund	48,647	50,863	50,863
103 - Other	418,722	361,321	361,321
104 - Municipal Court Fund	216,963	209,791	209,791
022 - Disaster Declarations	(592,820)	(597,420)	(597,420)
105 - Grant Fund	(20,604)	(40,604)	(40,604)
302 - Street Assessment Fund	96,799	97,097	97,097
301 - East Blvd Fund	26,976	26,976	26,976
086 - Chapter 380	-	-	-
Total Special Revenue Funds	\$ 1,139,635	\$ 1,100,487	\$ 1,100,487

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

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2019 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2018	Qtr 2 3/31/2019	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	\$ 1,797	\$ 1,253			\$ 3,050	\$ -	\$ (3,050)	*
CIBF 2007	5,621	3,919			9,540	-	(9,540)	*
CIBF 2010	-	-			-	-	-	*
CIBF 2011	624	435			1,059	-	(1,059)	*
CIBF 2012	1,333	929			2,262	-	(2,262)	*
CIBF 2013	296	205			501	-	(501)	*
CIBF 2014 (CO)	1,885	1,307			3,192	-	(3,192)	*
CIBF 2014 (GO)	-	-			-	-	-	*
CIBF 2015	31,889	22,096			53,985	-	(53,985)	*
CIBF 2015-A	23,761	16,464			40,225	-	(40,225)	*
CIBF 2016 & 2017 (DPCDC)	11,817	8,238			20,055	-	(20,055)	*
CIBF 2016-A	38,373	26,587			64,960	-	(64,960)	*
CIBF 2017-A	21,470	14,876			36,346	-	(36,346)	*
CIBF 2018	11,373	25,366			36,739	-	(36,739)	*
Total Revenue	150,239	121,675			271,914	-	(271,914)	*
EXPENDITURE SUMMARY:								
CIBF 2005	1,797	1,253			3,050	-	(3,050)	*
CIBF 2007	191,591	256,240			447,831	-	(447,831)	*
CIBF 2010	-	-			-	-	-	*
CIBF 2011	-	-			-	-	-	*
CIBF 2012	-	-			-	-	-	*
CIBF 2013	-	2,950			2,950	-	(2,950)	*
CIBF 2014 (CO)	-	-			-	-	-	*
CIBF 2014 (GO)	-	-			-	-	-	*
CIBF 2015	814,808	1,167,888			1,982,696	-	(1,982,696)	*
CIBF 2015-A	406,223	1,336,064			1,742,287	-	(1,742,287)	*
CIBF 2016 & 2017 (DPCDC)	871,512	364,821			1,236,333	-	(1,236,333)	*
CIBF 2016-A	-	18,248			18,248	-	(18,248)	*
CIBF 2017-A	260,184	201,603			461,787	-	(461,787)	*
CIBF 2018	265,425	-			265,425	-	(265,425)	*
Total Expenditures	2,811,540	3,349,067			6,160,607	-	(6,160,607)	*
CIBF Revenues O/(U) Expenditures	\$ (2,661,301)	\$ (3,227,392)			\$ (5,888,693)	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 9,914,829	\$ 7,253,528	\$ 9,914,829
Revenues Over/(Under) Expenditures	(2,661,301)	(3,227,392)	(5,888,693)
Ending Fund Balance	\$ 7,253,528	\$ 4,026,136	\$ 4,026,136

Ending Fund Balance by Fund:

303 - Series 2005	\$ 320,625	\$ 320,625	\$ 320,625
304 - Series 2007	759,128	506,807	506,807
305 - Series 2010	435,384	435,384	435,384
504 - Series 2011	403,447	403,882	403,882
505 - Series 2012	261,582	262,511	262,511
506 - Series 2013	(135,593)	(138,338)	(138,338)
507 - Series 2014 CO	334,961	336,268	336,268
Z27 - Series 2014 GO	-	-	-
306 - Series 2015	4,676,456	3,530,664	3,530,664
508 - Series 2015-A	35,174	(1,284,427)	(1,284,427)
307 - Series 2016 & 2017 (DPCDC)	173,339	(183,244)	(183,244)
509 - Series 2016-A	397,682	406,022	406,022
510 - Series 2017-A	(154,605)	(341,332)	(341,332)
511 - Series 2018	(254,052)	(228,686)	(228,686)
Total CIBF	\$ 7,253,528	\$ 4,026,136	\$ 4,026,136

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2019 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2018	Qtr 2 3/31/2019	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	\$ 1,708,403	\$ 2,531,420			\$ 4,239,823	\$ 11,104,561	\$ 6,864,738	61.82%
Permits & Licenses	8,198	8,262			16,460	48,500	32,040	66.06%
Other	10,998	7,934			18,932	1,442,604	1,423,672	98.69%
Total Revenue	1,727,599	2,547,616			4,275,215	12,595,665	8,320,450	66.06%
EXPENDITURE SUMMARY:								
Public Works Administration	144,795	81,278			226,073	469,746	243,673	51.87%
Water Maintenance	232,852	379,557			612,409	2,146,446	1,534,037	71.47%
Central Collections	106,835	175,084			281,919	682,604	400,685	58.70%
Meter Readers	66,161	83,827			149,988	329,819	179,831	54.52%
Wastewater Treatment	188,261	239,148			427,409	1,872,875	1,445,466	77.18%
Water Treatment Plant	463,327	925,424			1,388,751	3,866,720	2,477,969	64.08%
Employee Benefits	24,251	8,173			32,424	357,150	324,726	90.92%
Paying Agent Fees	1,572	299			1,871	6,500	4,629	71.22%
Principal Payments	-	-			-	1,596,361	1,596,361	100.00%
Interest Expense	-	-			-	1,144,471	1,144,471	100.00%
Transfer to Storm Water	-	-			-	20,643	20,643	100.00%
Transfer to General Fund	-	-			-	102,330	102,330	100.00%
Total Expenditures	1,228,054	1,892,790			3,120,844	12,595,665	9,474,821	75.22%
Water/Sewer Fund Revenues O/(U) Expenditures	\$ 499,545	\$ 654,826			\$ 1,154,371	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 20,234,959	\$ 20,734,504	\$ 20,234,959
Revenues Over/(Under) Expenditures	499,545	654,826	1,154,371
Ending Fund Balance	\$ 20,734,504	\$ 21,389,330	\$ 21,389,330

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2019 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2018	Qtr 2 3/31/2019	Qtr 3 6/30/2019	Qtr 4 9/30/2019	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
OTHER UTILITY FUNDS								
REVENUE SUMMARY:								
Storm Water Utility Fund	\$ 57,267	\$ 84,974			\$ 142,241	\$ 383,786	\$ 241,545	62.94%
TWDB Series 2002	-	-			-	-	-	-
Wastewater/Sanitary Sewer - Series 2002	210	147			357	-	(357)	-
Total Revenue	<u>57,477</u>	<u>85,121</u>			<u>142,598</u>	<u>383,786</u>	<u>241,188</u>	62.84%
EXPENDITURE SUMMARY:								
Storm Water Utility Fund	37,096	66,156			103,252	259,596	156,344	60.23%
TWDB Series 2002	-	-			-	-	-	-
Wastewater/Sanitary Sewer - Series 2002	-	-			-	-	-	-
Total Expenditures	<u>37,096</u>	<u>66,156</u>			<u>103,252</u>	<u>259,596</u>	<u>156,344</u>	60.23%
Other Utility Funds Revenues O/(U) Expenditures	<u>\$ 20,381</u>	<u>\$ 18,965</u>			<u>\$ 39,346</u>	<u>\$ 124,190</u>		

FUND BALANCE

Beginning Fund Balance	\$ 4,488,783	\$ 4,509,164	\$ 4,488,783
Revenues Over/(Under) Expenditures	20,381	18,965	39,346
Ending Fund Balance	<u>\$ 4,509,164</u>	<u>\$ 4,528,129</u>	<u>\$ 4,528,129</u>

Ending Fund Balance by Fund:

425 - Storm Water Utility Fund	\$ 294,680	\$ 313,498	\$ 313,498
501 - 2000 Sewer Rehab	488,648	488,648	488,648
502 - 2002 TWDB	2,158,736	2,158,736	2,158,736
503 - 2002 WW SS	1,567,100	1,567,247	1,567,247
	<u>\$ 4,509,164</u>	<u>\$ 4,528,129</u>	<u>\$ 4,528,129</u>

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2019 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2018	Qtr 2 3/31/2019	Qtr 3 6/30/2019	Qtr 4 9/30/2019	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Other	\$ 783	\$ 545			\$ 1,328	\$ 5,349,788	\$ 5,348,460	99.98%
Total Revenue	783	545			1,328	5,349,788	5,348,460	99.98%
EXPENDITURE SUMMARY:								
General Government	853	101,671			102,524	31,000	(71,524)	**
IT Services	-	-			-	91,250	91,250	100.00%
Emergency Medical Services	-	-			-	1,348,300	1,348,300	100.00%
Planning & Development	-	-			-	1,525,000	1,525,000	100.00%
Street Maintenance	-	-			-	300,000	300,000	100.00%
Storm Water	-	-			-	-	-	-
Park Maintenance	1,400	-			1,400	1,154,238	1,152,838	99.88%
Recreation	-	-			-	275,000	275,000	100.00%
Athletics & Aquatics	2,500	-			2,500	50,000	47,500	95.00%
Building Maintenance	-	-			-	325,000	325,000	100.00%
Drama	-	-			-	-	-	-
Library	-	-			-	-	-	-
Contingency	-	-			-	-	-	-
Total Expenditures	4,753	101,671			106,424	250,000	250,000	100.00%
Capital Improvements Fund Revenues O/(U) Expenditures	\$ (3,970)	\$ (101,126)			\$ (105,096)	\$ -		98.01%
FUND BALANCE								
Beginning Fund Balance	\$ 6,675,667	\$ 6,671,697			\$ 6,675,667			
Revenues Over/(Under) Expenditures	(3,970)	(101,126)			(105,096)			
Ending Fund Balance	\$ 6,671,697	\$ 6,570,571			\$ 6,570,571			

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
DETAIL OF CAPITAL IMPROVEMENTS FUND EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2019 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2018	Qtr 2 3/31/2019	Qtr 3 6/30/2019	Qtr 4 9/30/2019	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>General Government</u>								
New City Hall	\$ 603	\$ 101,671			\$ 102,274	\$ -	\$ (102,274)	*
New City Hall - Furniture	250	-			250	11,000	10,750	97.73%
New City Hall - Fence on east side	-	-			-	20,000	20,000	100.00%
<u>IT Services</u>								
Communication Tower at Fire Station #3	-	-			-	91,250	91,250	100.00%
<u>Emergency Medical Services</u>								
EMS Annex at Fire Station #3	-	-			-	1,348,300	1,348,300	100.00%
<u>Planning & Development</u>								
Concrete Pad for Traffic Shop	-	-			-	25,000	25,000	100.00%
Drainage Projects	-	-			-	1,500,000	1,500,000	100.00%
<u>Street Maintenance</u>								
Sidewalks	-	-			-	300,000	300,000	100.00%
<u>Park Maintenance</u>								
Repaving of Pony Field Parking Lot - P-Street	-	-			-	100,000	100,000	100.00%
Adult Softball Field Renovations	-	-			-	75,500	75,500	100.00%
Expand Covered Area at Park Maintenance Barn	-	-			-	66,000	66,000	100.00%
Soccer Parking Lot & Drainage - P-Street	1,400	-			1,400	125,000	123,600	98.88%
Soccer Field Drainage, Grading, Sod and Dirt	-	-			-	664,050	664,050	100.00%
Girls' Softball Complex - Bleachers	-	-			-	88,688	88,688	100.00%
Convert old Humane Shelter to Storage Building	-	-			-	35,000	35,000	100.00%
<u>Recreation</u>								
Architectural Services for Activity/Visitation Center	-	-			-	275,000	275,000	100.00%
<u>Athletics & Aquatics</u>								
Pool Deck Concrete	2,500	-			2,500	50,000	47,500	95.00%
<u>Building Maintenance</u>								
Restore Roof - Community Center	-	-			-	200,000	200,000	100.00%
HVAC System Repair	-	-			-	125,000	125,000	100.00%
<u>Contingency</u>								
Unallocated funds	-	-			-	250,000	250,000	100.00%
Total Expenditures	\$ 4,753	\$ 101,671			\$ 106,424	\$ 5,349,788	\$ 5,243,364	98.01%

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2019 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2018</u>	<u>Qtr 2</u> <u>3/31/2019</u>	<u>Qtr 3</u> <u>6/30/2019</u>	<u>Qtr 4</u> <u>9/30/2019</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>FIDUCIARY FUND</u>								
REVENUE SUMMARY:								
LEPC Fund	\$ -	\$ -			\$ -	\$ -	\$ -	-
Senior Citizens Fund	637	444			1,081	-	(1,081)	*
Total Revenue	<u>637</u>	<u>444</u>			<u>1,081</u>	<u>-</u>	<u>(1,081)</u>	-
EXPENDITURE SUMMARY:								
LEPC Fund	-	-			-	-	-	*
Senior Citizens Fund	-	-			-	-	-	*
Total Expenditures	<u>-</u>	<u>-</u>			<u>-</u>	<u>-</u>	<u>-</u>	-
Fiduciary Funds Revenues O/(U) Expenditures	<u>\$ 637</u>	<u>\$ 444</u>			<u>\$ 1,081</u>	<u>\$ -</u>		

FUND BALANCE

Beginning Fund Balance - LEPC Fund	\$ 48	\$ 48	\$ 48
Revenues Over/(Under) Expenditures	-	-	-
Ending Fund Balance - LEPC Fund	<u>\$ 48</u>	<u>\$ 48</u>	<u>\$ 48</u>
Beginning Fund Balance - Senior Citizens Fund	\$ 114,841	\$ 115,478	\$ 114,841
Revenues Over/(Under) Expenditures	637	444	1,081
Ending Fund Balance - Senior Citizens Fund	<u>\$ 115,478</u>	<u>\$ 115,922</u>	<u>\$ 115,922</u>

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2019 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2018	Qtr 2 3/31/2019	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	\$ 129,617	\$ 408,867			\$ 538,484	\$ 1,965,617	\$ 1,427,133	72.60%
Fire Control Prevention and EMS District	138,207	446,691			584,898	4,143,224	3,558,326	85.88%
Total Revenue	267,824	855,558			1,123,382	6,108,841	4,985,459	81.61%
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	281,289	248,234			529,523	1,965,617	1,436,094	73.06%
Fire Control Prevention and EMS District	259,682	877,714			1,137,396	4,143,224	3,005,828	72.55%
Total Expenditures	540,971	1,125,948			1,666,919	6,108,841	4,441,922	72.71%
Special Revenue Districts Revenues O(U) Expenditures	\$ (273,147)	\$ (270,390)			\$ (543,537)	\$ -		

FUND BALANCE

Beginning Fund Balance - CCPD	\$ 5,019,218	\$ 4,867,546	\$ 5,019,218
Revenues Over/(Under) Expenditures	(151,672)	160,633	8,961
Ending Fund Balance - CCPD	\$ 4,867,546	\$ 5,028,179	\$ 5,028,179
Beginning Fund Balance - FCPEMSD	\$ 2,985,538	\$ 2,864,063	\$ 2,985,538
Revenues Over/(Under) Expenditures	(121,475)	(431,023)	(552,498)
Ending Fund Balance - FCPEMSD	\$ 2,864,063	\$ 2,433,040	\$ 2,433,040

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
SIX MONTHS ENDED MARCH 31, 2019 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2018</u>	<u>Qtr 2</u> <u>3/31/2019</u>	<u>Qtr 3</u> <u>6/30/2019</u>	<u>Qtr 4</u> <u>9/30/2019</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>
DEER PARK COMMUNITY DEVELOPMENT CORPORATION								
REVENUE SUMMARY:								
Taxes	\$ 259,892	\$ 822,521			\$ 1,082,413	\$ 2,800,000	\$ 1,717,587	61.34%
Other	549	2,621			3,170	1,100	(2,070)	**
Total Revenue	<u>260,441</u>	<u>825,142</u>			<u>1,085,583</u>	<u>2,801,100</u>	<u>1,715,517</u>	61.24%
EXPENDITURE SUMMARY:								
Operating Expenditures	-	2,000			2,000	124,800	122,800	98.40%
Transfer for Pay-As-You-Go Expenditures	-	-			-	100,000	100,000	100.00%
Transfer to Debt Service Fund	-	-			-	1,307,126	1,307,126	100.00%
Total Expenditures	<u>-</u>	<u>2,000</u>			<u>2,000</u>	<u>1,531,926</u>	<u>1,529,926</u>	99.87%
Deer Park Community Development Corporation								
Fund Revenues O/(U) Expenditures	<u>\$ 260,441</u>	<u>\$ 823,142</u>			<u>\$ 1,083,583</u>	<u>\$ 1,269,174</u>		
<hr/>								
FUND BALANCE								
Beginning Fund Balance	\$ 3,779,572	\$ 4,040,013			\$ 3,779,572			
Revenues Over/(Under) Expenditures	260,441	823,142			1,083,583			
Ending Fund Balance	<u>\$ 4,040,013</u>	<u>\$ 4,863,155</u>			<u>\$ 4,863,155</u>			

* Line item not budgeted.

** YTD actual exceeds budget.

**CITY OF DEER PARK
SUMMARY OF AD VALOREM (PROPERTY) TAX
FISCAL YEAR 2017 - FISCAL YEAR 2019**

Fiscal Month	FY 2017		FY 2018		FY 2019	
	<u>Ad Valorem *</u>	<u>Industrial</u>	<u>Ad Valorem *</u>	<u>Industrial</u>	<u>Ad Valorem *</u>	<u>Industrial</u>
Oct	\$ 348,751	\$ -	\$ 471,868	\$ -	\$ 572,637	\$ -
Nov	1,044,652	-	1,254,064	112,192	1,058,252	794,360
Dec	7,111,516	13,178,476	8,048,053	12,804,889	8,830,106	10,706,189
Jan	7,688,458	260,783	6,722,377	65,586	6,908,672	406,679
Feb	1,067,393	213,330	1,384,431	65,825	1,166,083	46,786
Mar	422,982	(14,501)	356,288	6,032	342,214	-
Apr	138,187	(9,966)	152,842	2,393		
May	188,096	-	116,603	1,679		
Jun	63,231	-	112,912	-		
Jul	39,116	-	85,127	-		
Aug	15,318	-	47,472	-		
Sep	(226,111)	-	19,008	-		
Total	<u>\$ 17,901,589</u>	<u>\$ 13,628,122</u>	<u>\$ 18,771,045</u>	<u>\$ 13,058,596</u>	<u>\$ 18,877,964</u>	<u>\$ 11,954,014</u>
YTD	<u>\$ 17,683,752</u>	<u>\$ 13,638,088</u>	<u>\$ 18,237,081</u>	<u>\$ 13,054,524</u>	<u>\$ 18,877,964</u>	<u>\$ 11,954,014</u>
% of Budget	100.63%	118.30%	100.68%	115.31%	98.12%	100.37%
Budget	\$ 17,572,173	\$ 11,528,238	\$ 18,114,583	\$ 11,321,524	\$ 19,240,128	\$ 11,910,000
% of Budget	101.87%	118.22%	103.62%	115.34%	98.12%	100.37%
<u>Tax Rate:</u>	<u>\$ 0.720000</u>	/ \$100 valuation	<u>\$ 0.720000</u>	/ \$100 valuation	<u>\$ 0.720000</u>	/ \$100 valuation
General	\$ 0.519943	/ \$100 valuation	\$ 0.533514	/ \$100 valuation	\$ 0.549389	/ \$100 valuation
Debt Service	\$ 0.200057	/ \$100 valuation	\$ 0.186486	/ \$100 valuation	\$ 0.170611	/ \$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 2017 - FISCAL YEAR 2019**

Payment		City of Deer Park			CCPD			FCPEMSD		
Received	Collected	FY 2017	FY 2018	FY 2019	FY 2017	FY 2018	FY 2019	FY 2017	FY 2018	FY 2019
Oct	Aug	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov	Sep	681	737	775	-	-	129,314	-	-	137,879
Dec	Oct	521,199	602,950	519,061	144,618	144,488	127,484	143,495	158,447	135,481
Jan	Nov	512,669	584,456	517,068	129,899	144,324	151,307	129,091	151,916	164,853
Feb	Dec	657,915	666,769	610,264	164,199	164,040	128,544	164,826	166,067	144,803
Mar	Jan	415,192	453,779	519,639	103,194	113,103		104,229	114,881	
Apr	Feb	474,902	603,046		118,942	162,427		121,077	171,509	
May	Mar	694,899	604,228		168,850	148,331		171,752	155,168	
Jun	Apr	475,515	508,044		120,859	125,780		125,816	125,249	
Jul	May	571,967	517,106		137,048	120,073		138,851	124,630	
Aug	Jun	539,270	534,090		133,257	131,922		139,741	134,837	
Sep	Jul	1,561,136	1,563,853		387,025	381,722		400,241	388,734	
Total		\$ 6,425,345	\$ 6,639,058	\$ 2,166,807	\$ 1,607,891	\$ 1,636,210	\$ 536,649	\$ 1,639,119	\$ 1,691,438	\$ 583,016
YTD		\$ 2,107,656	\$ 2,308,691	\$ 2,166,807	\$ 541,910	\$ 565,955	\$ 536,649	\$ 541,641	\$ 591,311	\$ 583,016
% of Budget		36.34%	39.46%	33.34%	41.05%	41.41%	37.39%	41.03%	43.26%	40.62%
Budget		\$ 5,800,000	\$ 5,850,000	\$ 6,500,000	\$ 1,320,000	\$ 1,366,800	\$ 1,435,200	\$ 1,320,000	\$ 1,366,800	\$ 1,435,200
% of Budget		110.78%	113.49%	33.34%	121.81%	119.71%	37.39%	124.18%	123.75%	40.62%

Payment		DPCDC		
Received	Collected	FY 2017	FY 2018	FY 2019
Oct	Aug	\$ -	\$ -	\$ -
Nov	Sep	329	356	375
Dec	Oct	260,600	301,475	259,518
Jan	Nov	255,458	291,347	257,598
Feb	Dec	328,946	333,372	305,118
Mar	Jan	207,584	226,877	259,805
Apr	Feb	236,160	300,273	
May	Mar	347,438	302,101	
Jun	Apr	237,745	254,009	
Jul	May	284,163	256,298	
Aug	Jun	269,622	267,032	
Sep	Jul	779,680	780,900	
Total		\$ 3,207,725	\$ 3,314,040	\$ 1,082,414
YTD		\$ 1,052,917	\$ 1,153,427	\$ 1,082,414
% of Budget		43.87%	42.72%	38.66%
Budget		\$ 2,400,000	\$ 2,700,000	\$ 2,800,000
% of Budget		133.66%	122.74%	38.66%

The following is an approximation of sales tax revenue by category based on a 16-year average from 2002-2017. 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	33.74%
Wholesale	17.68%
Manufacturing	13.92%
Accommodation/Food Service	10.97%
Construction	8.33%
Real Estate/Rental/Leasing	6.68%
All Other	8.68%

**CITY OF DEER PARK
SUMMARY OF FRANCHISE TAXES
FISCAL YEAR 2017 - FISCAL YEAR 2019**

	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
Oct	\$ 97,905	\$ 100,369	\$ 99,590
Nov	101,466	103,012	197,171
Dec	191,582	200,022	103,810
Jan	66,588	45,804	42,616
Feb	271,448	271,515	277,180
Mar	191,961	195,030	99,685
Apr	56,521	46,304	
May	291,241	319,161	
Jun	207,791	209,573	
Jul	50,683	44,952	
Aug	265,450	358,842	
Sep	<u>302,882</u>	<u>151,364</u>	
Total	<u>\$ 2,095,518</u>	<u>\$ 2,045,948</u>	<u>\$ 820,052</u>
YTD	<u>\$ 920,950</u>	<u>\$ 915,752</u>	<u>\$ 820,052</u>
% of Budget	44.92%	46.96%	43.16%
Budget	<u>\$ 2,050,000</u>	<u>\$ 1,950,000</u>	<u>\$ 1,900,000</u>
% of Budget	102.22%	104.92%	43.16%

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 2019**

<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>
2010 Certificates of Obligation	\$ 7,805,000	\$ 5,670,000	\$ 415,000.00	\$ 125,487.50	\$ 116,150.00	\$ 656,637.50
2010 GO & GO Refunding Bonds	6,295,000	1,475,000	545,000.00	32,212.50	19,950.00	597,162.50
2011 Certificates of Obligation	3,390,000	2,745,000	155,000.00	50,362.50	48,425.00	253,787.50
2011 GO Refunding Bonds	3,490,000	1,455,000	305,000.00	21,062.50	17,250.00	343,312.50
2012 Certificates of Obligation	4,725,000	4,300,000	170,000.00	55,976.25	54,276.25	280,252.50
2012 GO Refunding Bonds	4,510,000	3,255,000	610,000.00	39,375.00	33,275.00	682,650.00
2013 Certificates of Obligation	6,925,000	6,625,000	150,000.00	108,650.00	106,400.00	365,050.00
2014 Certificates of Obligation	6,275,000	5,790,000	240,000.00	104,587.50	100,987.50	445,575.00
2014 GO & GO Refunding Bonds	2,920,000	2,760,000	275,000.00	43,937.50	39,812.50	358,750.00
2015 Certificates of Obligation	7,310,000	5,315,000	690,000.00	79,825.00	72,925.00	842,750.00
2015-A Certificates of Obligation	7,110,000	6,590,000	245,000.00	100,212.50	97,762.50	442,975.00
2016 Certificates of Obligation	9,450,000	5,650,000	665,000.00	44,917.50	39,630.75	749,548.25
2016 Limited Tax Refunding	6,260,000	6,260,000	445,000.00	103,762.50	94,862.50	643,625.00
2016-A Certificates of Obligation	6,885,000	6,540,000	180,000.00	104,912.50	103,112.50	388,025.00
2017 Certificates of Obligation	2,700,000	2,640,000	420,000.00	24,948.00	20,979.00	465,927.00
2017-A Certificates of Obligation	5,150,000	5,020,000	145,000.00	70,775.00	69,325.00	285,100.00
2018 Certificates of Obligation	6,300,000	6,300,000	170,000.00	63,017.62	111,177.50	344,195.12
Total General Obligation Debt		<u>\$ 78,390,000</u>	<u>\$ 5,825,000.00</u>	<u>\$ 1,174,021.87</u>	<u>\$ 1,146,301.00</u>	<u>\$ 8,145,322.87</u>

**CITY OF DEER PARK
SUMMARY OF DEBT SERVICE PAYMENTS
FISCAL YEAR 2019**

<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>
2010 Certificates of Obligation	\$ 7,805,000	\$ 5,670,000	\$ 415,000.00	\$ 125,487.50	\$ 116,150.00	\$ 656,637.50
2010 GO & GO Refunding Bonds	6,295,000	1,475,000	545,000.00	32,212.50	19,950.00	597,162.50
2011 Certificates of Obligation	3,390,000	2,745,000	155,000.00	50,362.50	48,425.00	253,787.50
2011 GO Refunding Bonds	3,490,000	1,455,000	305,000.00	21,062.50	17,250.00	343,312.50
2012 Certificates of Obligation	4,725,000	4,300,000	170,000.00	55,976.25	54,276.25	280,252.50
2012 GO Refunding Bonds	4,510,000	3,255,000	610,000.00	39,375.00	33,275.00	682,650.00
2013 Certificates of Obligation	6,925,000	6,625,000	150,000.00	108,650.00	106,400.00	365,050.00
2014 Certificates of Obligation	6,275,000	5,790,000	240,000.00	104,587.50	100,987.50	445,575.00
2014 GO & GO Refunding Bonds	2,920,000	2,760,000	275,000.00	43,937.50	39,812.50	358,750.00
2015 Certificates of Obligation	7,310,000	5,315,000	690,000.00	79,825.00	72,925.00	842,750.00
2015-A Certificates of Obligation	7,110,000	6,590,000	245,000.00	100,212.50	97,762.50	442,975.00
2016 Certificates of Obligation	9,450,000	5,650,000	665,000.00	44,917.50	39,630.75	749,548.25
2016 Limited Tax Refunding	6,260,000	6,260,000	445,000.00	103,762.50	94,862.50	643,625.00
2016-A Certificates of Obligation	6,885,000	6,540,000	180,000.00	104,912.50	103,112.50	388,025.00
2017 Certificates of Obligation	2,700,000	2,640,000	420,000.00	24,948.00	20,979.00	465,927.00
2017-A Certificates of Obligation	5,150,000	5,020,000	145,000.00	70,775.00	69,325.00	285,100.00
2018 Certificates of Obligation	6,300,000	6,300,000	170,000.00	63,017.62	111,177.50	344,195.12
Total Debt Service		\$ 78,390,000	\$ 5,825,000.00	\$ 1,174,021.87	\$ 1,146,301.00	\$ 8,145,322.87

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						
2010 Certificates of Obligation	\$ 7,805,000	\$ 5,670,000	\$ 415,000.00	\$ 125,487.50	\$ 116,150.00	\$ 656,637.50
2010 GO & GO Refunding Bonds	1,573,750	368,750 #	406,134.00	24,004.75	14,866.74	445,005.49
2011 Certificates of Obligation	847,500	686,250 #	38,750.00	12,590.62	12,106.25	63,446.87
2011 GO Refunding Bonds	872,500	363,750 #	76,250.00	5,265.62	4,312.50	85,828.12
2012 Certificates of Obligation	1,181,250	1,075,000 #	42,500.00	13,994.06	13,569.06	70,063.12
2012 GO Refunding Bonds	4,510,000	3,255,000	610,000.00	39,375.00	33,275.00	682,650.00
2013 Certificates of Obligation	1,731,250	1,656,250 #	37,500.00	27,162.50	26,600.00	91,262.50
2014 Certificates of Obligation	1,568,750	1,447,500 #	60,000.00	26,146.87	25,246.87	111,393.74
2014 GO & GO Refunding Bonds	1,483,750	1,578,445 #	130,005.00	26,214.17	24,264.10	180,483.27
2015 Certificates of Obligation	7,310,000	5,315,000	690,000.00	79,825.00	72,925.00	842,750.00
2015-A Certificates of Obligation	1,777,500	1,647,500 #	61,250.00	25,053.12	24,440.62	110,743.74
2016 Certificates of Obligation	9,450,000	5,650,000	665,000.00	44,917.50	39,630.75	749,548.25
2016-A Certificates of Obligation	1,721,250	1,635,000 #	45,000.00	26,228.12	25,778.12	97,006.24
2016 Limited Tax Refunding	6,260,000	6,260,000	445,000.00	103,762.50	94,862.50	643,625.00
2017 Certificates of Obligation	2,700,000	2,640,000	420,000.00	24,948.00	20,979.00	465,927.00
2017-A Certificates of Obligation	1,287,500	1,255,000 #	36,250.00	17,693.75	17,331.25	71,275.00
2018 Certificates of Obligation	1,575,000	1,575,000 #	42,500.00	15,754.41	27,794.38	86,048.79
		42,078,445	4,221,139.00	638,423.49	594,132.14	5,453,694.63
Water/Sewer Fund						
2010 GO & GO Refunding Bonds	\$ 4,721,250	\$ 1,106,250 #	138,866.00	8,207.75	5,083.26	152,157.01
2011 Certificates of Obligation	2,542,500	2,058,750 #	116,250.00	37,771.88	36,318.75	190,340.63
2011 GO Refunding Bonds	2,617,500	1,091,250 #	228,750.00	15,796.88	12,937.50	257,484.38
2012 Certificates of Obligation	3,543,750	3,225,000 #	127,500.00	41,982.19	40,707.19	210,189.38
2013 Certificates of Obligation	5,193,750	4,968,750 #	112,500.00	81,487.50	79,800.00	273,787.50
2014 Certificates of Obligation	4,706,250	4,342,500 #	180,000.00	78,440.63	75,740.63	334,181.26
2014 GO & GO Refunding Bonds	1,436,250	1,181,555 #	144,995.00	17,723.33	15,548.40	178,266.73
2015-A Certificates of Obligation	5,332,500	4,942,500 #	183,750.00	75,159.38	73,321.88	332,231.26
2016-A Certificates of Obligation	5,163,750	4,905,000 #	135,000.00	78,684.38	77,334.38	291,018.76
2017-A Certificates of Obligation	3,862,500	3,765,000 #	108,750.00	53,081.25	51,993.75	213,825.00
2018 Certificates of Obligation	4,725,000	4,725,000 #	127,500.00	47,263.21	83,383.12	258,146.33
		36,311,555	1,603,861.00	535,598.36	552,168.86	2,691,628.24
		\$ 78,390,000	\$ 5,825,000.00	\$ 1,174,021.87	\$ 1,146,301.00	\$ 8,145,322.87

Allocation to General and Water/Sewer Fund

**CITY OF DEER PARK
SUMMARY OF WATER & SEWER CONSUMPTION BILLED
FISCAL YEAR 2017 - FISCAL YEAR 2019**

Fiscal Month	FY 2017		FY 2018		FY 2019	
	<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>
Oct	95,884	84,671	96,359	85,569	106,100	90,830
Nov	96,356	83,852	94,515	83,389	80,133	71,332
Dec	98,265	84,346	89,559	79,484	82,029	74,997
Jan	92,031	81,597	94,056	85,029	76,544	71,918
Feb	81,251	81,597	79,719	73,955	78,649	74,414
Mar	83,196	77,150	75,531	70,705	72,329	68,967
Apr	79,787	73,047	77,202	73,050		
May	87,516	78,969	83,179	75,117		
Jun	92,061	81,247	93,516	83,304		
Jul	97,902	85,402	115,051	98,802		
Aug	95,562	82,190	95,891	80,527		
Sep	92,253	80,658	115,808	88,528		
Total	<u>1,092,064</u>	<u>974,726</u>	<u>1,110,386</u>	<u>977,459</u>	<u>495,784</u>	<u>452,458</u>
YTD	<u>546,983</u>	<u>493,213</u>	<u>529,739</u>	<u>478,131</u>	<u>495,784</u>	<u>452,458</u>

* Includes water and irrigation meters



Legislation Details (With Text)

File #: ACT 19-017 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 5/13/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Acceptance of the Animal Shelter project and release of retainage to Construction LTD.
Sponsors:
Indexes:
Code sections:
Attachments: [Executed CO #1 with backup](#)
[Executed CO #2 with backup](#)
[Executed CO #3 with backup](#)
[Executed CO #4 with backup](#)
[Executed CO #5 with backup](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Acceptance of the Animal Shelter project and release of retainage to Construction LTD.

Summary:

The contractor has completed the final punch list and City staff is recommending acceptance of the project and release of retainage. The workmanship is acceptable and staff has taken possession of the building. Acceptance of the project by council will also start a one year maintenance period that is required in the contract documents.

Attached are five corrected Change Orders that are the result of a math and rounding error that occurred in Change Order Number 001, which in turn affected all the other change orders. The first change order was for the redesign and installation of drilled shafts to support the shelter foundation. Change Order Number 004 was for a credit due to not all the piers needing to be cased. Change Orders 002 and 003 were for changes the city made to the project. Change Order Number 005 is for a credit for the unused amount remaining in the Contingency Fund, which was initially \$20,000. A pdf of the Change Proposal Request/Request for Proposal Log is attached for your information. Total project cost including change orders and a contingency credit under this contract is \$2,383,230.65.

Fiscal/Budgetary Impact:

\$2,383,203.65 out of CO bond fund 306 (26), Series 2015

Accept the project and closeout the project.

**AIA**[®]**Document G701[™] – 2017****Change Order****PROJECT: (name and address)**
15110 Deer Park Animal Shelter**CONTRACT INFORMATION:**
Contract For: General Construction
Date: 07/05/2017**CHANGE ORDER INFORMATION:**
Change Order Number: 001
Date: 10/3/2017**OWNER: (name and address)**
City of Deer Park
710 E. San Augustine St.
Deer Park, Texas 77536**ARCHITECT: (name and address)**
Quorum Architects, Inc.
707 W. Vickery Blvd. Ste 101
Fort Worth, Texas 76104**CONTRACTOR: (name and address)**
Construction LTD
1825 Upland Drive
Houston, Texas 77043**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Change Order Proposal Request for revised pier/foundation needed dated 09/25/2017 for \$102,371.00-Approved by City Council.

Total: Change Order #1: \$102,371.00

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	2,240,688.00
The net change by previously authorized Change Orders	\$	0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	2,240,688.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	102,371.00
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$	2,343,059.00
The Contract Time will be (increased) (decreased) (unchanged) by Seventy (70) days		(70) days.
The new date of Substantial Completion will be 07/10/2018		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Quorum Architects, Inc.

ARCHITECT (Firm name)**SIGNATURE**

David Duman, Principle

PRINTED NAME AND TITLE

4.22.19

DATE

Construction LTD

CONTRACTOR (Firm name)**SIGNATURE**

John Gause, Project Manager

PRINTED NAME AND TITLE

4/18/2019

DATE

City of Deer Park

OWNER (Firm name)**SIGNATURE**

James Stokes, City Mgr.

PRINTED NAME AND TITLE

5-10-19

DATE

Change Proposal Request No. CLTD 1

Project: Deer Park Animal Shelter
4213A Luella Ave, Deer Park, Texas

Date: 09/25/17

Description of Change: Cost of pier re-design due to soil conditions

ITEM #	DESCRIPTION	QUAN	UNIT	SUB	GC MTL	GC LABOR	GC EQUIP	SUBTOTAL
1	Pier re-mobilization	1	LS	\$2,242.50				\$2,242.50
2	Drill truck additional fee for larger cased piers	1	LS	\$36,202.00				\$36,202.00
3	Additional equipment	1	LS	\$2,300.00				\$2,300.00
4	Supervisor & 4 man crew for 6 days	1	LS	\$6,555.00				\$6,555.00
5	Additional concrete for larger piers	1	LS	\$29,495.00				\$29,495.00
6	Pump truck	1	LS	\$11,040.00				\$11,040.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
SAFETY								\$0.00
AS BUILTS AND MYLAR COST								\$0.00
ENGINEERING LAYOUT								\$0.00
CLEAN UP								\$0.00
GENERAL CONDITIONS								\$0.00
SUPERVISION								\$0.00
								\$0.00
COLUMN TOTALS				\$87,835	\$0.00	\$0.00	\$0.00	\$87,834.50
SUBCONTRACTORS TOTAL								\$ 87,834.50
GENERAL CONTRACTORS MATERIAL								\$0
GENERAL CONTRACTORS LABOR								\$0
GENERAL CONTRACTORS EQUIPMENT								\$0
SS/INS/FRINGES @ .45 %								\$0
TAX ON EQUIPMENT								\$0
BUILDERS RISK AND OTHER INSURANCE 1%								\$ 878
GENERAL CONDITIONS @ 10%								\$ 8,783
								\$ -
GENERAL CONTRACTORS PROFIT @ 5 %								\$ 4,875
TIME EXENTION OF SEVENTY (70) DAYS IS REQUIRED.								
NOTE: PROPOSAL IS VALID FOR FIVE (5) DAYS.					COST FOR CPR #	1	\$102,371	
Approved by:								
Date:								

Date: 9/25/2017
MPA Change Order # CO_01R1

To

Construction Ltd.
1825 Upland
Houston, TX 77043

PROJECT #	PROJECT NAME	PROJECT ADDRESS
	Deer Park Animal Control	4213A Luella Avenue Deer Park, TX 77536

[illegible]

ACCEPTANCE:

Authorized Signature

Date _____

Printed Name _____

Title

Proposed services do not include surveying, architectural services, demolition, spoilage haul-off or caulking.

MPA Concrete Services, LLC

Thank you for the opportunity to bid on your project.

Date: 9/25/2017
MPA Change Order # CO_02

To

PROJECT #	PROJECT NAME	PROJECT ADDRESS
	Deer Park Animal Control	4213A Luella Avenue Deer Park, TX 77536

[illegible]

Authorized Signature

Date _____

Printed Name _____

Title

Proposed services do not include surveying, architectural services, demolition, spoilage haul-off or caulking.

MPA Concrete Services, LLC

Thank you for the opportunity to bid on your project.

AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address)
15110 Deer Park Animal Shelter

CONTRACT INFORMATION:
Contract For: General Construction
Date: 7/5/2017

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: ~~10/31/2017~~ **10/31/17**

OWNER: (Name and address)
City of Deer Park
710 E. San Augustine St.
Deer Park, TX 77536

ARCHITECT: (Name and address)
Quorum Architects, Inc.
707 W. Vickery Blvd. Ste 101
Fort Worth, TX 76104

CONTRACTOR: (Name and address)
Construction L.T.D.
1825 Upland Dr.
Houston, TX 77043

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order Proposal Request dated 9/25/17 \$102,371– Approved by Deer Park City Council

Proposed Change Order Credit dated 10/30/17 -\$14,092.50 from MPA Concrete Services, LLC

• Credit provided due to not all piers needed to be cased.

Total: Change Order 01: \$88,278.50

102,371

Remove from this CO => move to CO #4

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

\$	2,240,688.00
\$	0.00
\$	2,240,688.00
\$	88,278.50 102,371
\$	2,328,966.50
	2,343,059

The Contract Time will be increased by Seventy (70) days.
The new date of Substantial Completion will be 7/10/2018

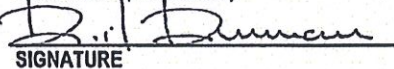
NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Quorum Architects, Inc.
ARCHITECT (Firm name)

Construction L.T.D.
CONTRACTOR (Firm name)

City of Deer Park
OWNER (Firm name)


SIGNATURE

SIGNATURE

SIGNATURE

David Duman, Principal
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

10/31/2017
DATE

DATE

DATE



Document G701™ – 2017

Change Order

PROJECT: (name and address)
15110 Deer Park Animal Shelter

CONTRACT INFORMATION:
Contract For: General Construction
Date: 07/05/2017

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: 12/04/2018

OWNER: (name and address)
City of Deer Park
710 E. San Augustine St.
Deer Park, Texas 77536

ARCHITECT: (name and address)
Quorum Architects, Inc.
707 W. Vickery Blvd. Ste 101
Fort Worth, Texas 76104

CONTRACTOR: (name and address)
Construction LTD
1825 Upland Drive
Houston, Texas 77043

THE CONTRACT IS CHANGED AS FOLLOWS:

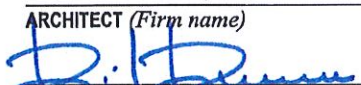
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

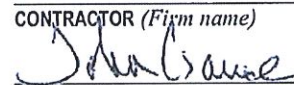
Change Proposal Request dated 11/14/18 for adding data cabling for the Animal Shelter-Approved by City Council
Change Order #2-Total cost \$ 20,534.00

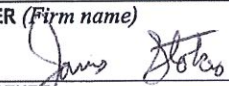
The original (Contract Sum) (Guaranteed Maximum Price) was	\$	2,240,688.00
The net change by previously authorized Change Orders	\$	102,371.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	2,343,059.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	20,534.00
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$	2,363,593.00
The Contract Time will be (increased) (decreased) (unchanged) by		(0) days.
The new date of Substantial Completion will be 07/10/2018		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Quorum Architects, Inc.
ARCHITECT (Firm name)

SIGNATURE
David Duman, Principle
PRINTED NAME AND TITLE
4-22-19
DATE

Construction LTD
CONTRACTOR (Firm name)

SIGNATURE
John Gause, Project Manager
PRINTED NAME AND TITLE
4/18/2019
DATE

City of Deer Park
OWNER (Firm name)

SIGNATURE
James Stokes, City Mgr.
PRINTED NAME AND TITLE
5-10-19
DATE

Change Proposal Request No. CLTD 22

Project: Deer Park Animal Shelter
4213A Luella Ave, Deer Park, Texas

Date: 11/14/18

Description of Change: Add data cabling to Animal Shelter work

[illegible]



P.O. Box 572
Deer Park, Texas 77536-0572

Estimate

Date	Estimate #
11/2/2018	7286

Name / Address
Construction Limited 1825 Upland Houston, TX 77043

Ship To
Deer Park Animal Shelter

Terms	Project
NET 30	

Description	Qty	Total
Leviton 48 Port Cat 6A 10GB Patch Panel	1	632.50
Leviton Vertical Wire Manager Double Sided 80" x 5" x 4"	2	380.00
Chatsworth 7' x 19" Equipment Rack	1	195.00
Leviton Fiber Enclosure holds 6 Panels 2U	2	444.00
Tripp-Lite 2200VA Rack Mount Battery Back-Up	1	1,150.00
Berk-Tek Category 6A Plenum Cable	7,000	5,198.83
Leviton Category 6A Blue Jack	29	406.00
Leviton Category 6A Patch Cable Blue -7'	35	551.25
Cabling Labor / Hour	90	5,400.00
Caddie 2" J-Hook	60	165.00
Berk-Tek 50 Micron Aqua Distribution Armored 12 Strand	450	1,327.50
Leviton 50 Micron OM3/OM4 SC 6 Port	4	186.00
Leviton 6 Port Faceplate Stainless Steel	29	152.25
Leviton SC-SC 1 Meter 50MC Jumper	2	37.00
Chatsworth Ladder to Rack Transition Plate	1	39.50
Support Wall Mount Angle Bracket 12"	1	23.00
Chatsworth Tubular Ladder 120" x 12"	1	97.50
Leviton 2 Port Surface Mount Box	17	33.15
Fiber Optic Termination per Connector	24	1,200.00

Thanks for the opportunity to serve you.

Subtotal \$17,618.48

Sales Tax (8.25%) \$0.00

Total \$17,618.48

Please have an authorized person sign and date this document in agreement with the products and services being proposed by Fidelis. The signer also agrees to the amount and terms stated on this document.



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: (name and address)
15110 Deer Park Animal Shelter

CONTRACT INFORMATION:
Contract For: General Construction
Date: 07/05/2017

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: 12/18/2018

OWNER: (name and address)
City of Deer Park
710 E. San Augustine St.
Deer Park, Texas 77536

ARCHITECT: (name and address)
Quorum Architects, Inc.
707 W. Vickery Blvd. Ste 101
Fort Worth, Texas 76104

CONTRACTOR: (name and address)
Construction LTD
1825 Upland Drive
Houston, Texas 77043

THE CONTRACT IS CHANGED AS FOLLOWS:


(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

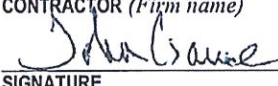
Change Proposal Request dated 11/14/18 for adding solid surface window sills- \$4,126.00, chain link fence for new outside get-to-know-yard, sod grass at new yard, and gate access keypad post- \$8,225.52 and adding sod grass to project site without irrigation- \$23,411.98 -Approved by City Council
Change Order #3-Total cost \$ 35,763.50

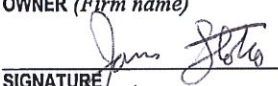
The original (Contract Sum) (Guaranteed Maximum Price) was	\$	2,240,688.00
The net change by previously authorized Change Orders	\$	122,905.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	2,363,593.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	35,763.50
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$	2,399,356.50
The Contract Time will be (increased) (decreased) (unchanged) by Ten (10) days		(10) days.
The new date of Substantial Completion will be 07/20/2018		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Quorum Architects, Inc.
ARCHITECT (Firm name)

SIGNATURE
David Duman, Principle
PRINTED NAME AND TITLE
4-22-19
DATE

Construction LTD
CONTRACTOR (Firm name)

SIGNATURE
John Gause, Project Manager
PRINTED NAME AND TITLE
4/18/2019
DATE

City of Deer Park
OWNER (Firm name)

SIGNATURE
James Stokes, City Mgr.
PRINTED NAME AND TITLE
5-10-19
DATE

[illegible]



Phoenix Millwork, Inc.
PO Box 2788 • Alvin, TX 77512-2788
Ph: (281) 388 - 2211 • Fax: (281) 585 - 6021

November 9, 2018

PHX RCO# 17-1176 3

John Gause
Construction LTD
1825 Upland Dr.
Houston, TX 77043

Phone 713-884-9444
Fax 713-984-2320

Project:
Deer Park Animal Shelter
4213A Luella Ave.
Deer Park , TX 77531

RE: 3
Supply and Install Windows Sills as per areas marked on the Drawing

THIS WORK WILL BE COMPLETED FOR: \$3,540

Please issue a change order for the work described above, your expedience is greatly appreciated. Please call if there are any questions.

Thank You,

Philip Peter
Estimator

Authorization to Proceed: (required)

Construction LTD verifies that this change order has been approved, and is billable upon delivery. We are authorized to proceed with this work.

Signature: _____
John Gause
Date: _____
Construction LTD
Signed by an authorized agent

Please fax to: 281-585-6021

[illegible]

Change Order # 1-Revised



Date: November 21, 2018

Construction LTD
Attn: John/Duane

Project: Deer Park Animal Shelter

Description of changes made:

• Furnish and install one ~4' tall keypad pedestal=	\$ 185.00
• Installation of ~79 LF of additional 6' tall chain link fence with coyote rollers=	\$ 1,580.00
• Fabrication and installation of one 6' tall and 6' wide chain link double swing gate=	<u>\$ 1,025.00</u>
Total Change Order=	\$ 2,790.00

Contractor _____ Date _____

Subcontractor _____ Date _____



Southland Fence & Supply Co
807 Bammel Rd.
Houston, TX 77073

Phone: 281-355-0707
Fax: 281-355-5514

www.southlandfence.com

18142 Garden Manor Dr
Houston Texas 77084
8327769892
marco.lopez@lsldesigns.com

Estimate

Lone Star Landscaping Services

For: Construction LTD
1825 Upland Dr
Houston, Texas 77043

Estimate No: 62
Date: 11/29/2018

Description	Quantity	Rate	Amount
Sally port area grass installation	1	\$540.00	\$540.00
Sally port area tractor work	1	\$400.00	\$400.00
Subtotal			\$940.00
TAX 0%			\$0.00
Total			\$940.00
Total			\$940.00

ITEM #	DESCRIPTION	QUAN	UNIT	SUB	GC MTL	GC LABOR	GC EQUIP	SUBTOTAL
1	Add sod grass to front, sides and back of project with no irrigation system	1	LS	\$16,760.00				\$16,760.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
SAFETY								\$0.00
AS BUILTS AND MYLAR COST								\$0.00
ENGINEERING LAYOUT								\$0.00
CLEAN UP								\$0.00
GENERAL CONDITIONS & \$665.50 per day x 5 days				\$3,327.50				\$3,327.50
SUPERVISION								\$0.00
								\$0.00
COLUMN TOTALS				\$20,088	\$0.00	\$0.00	\$0.00	\$20,087.50
SUBCONTRACTORS TOTAL								\$ 20,087.50
GENERAL CONTRACTORS MATERIAL								\$0
GENERAL CONTRACTORS LABOR								\$0
GENERAL CONTRACTORS EQUIPMENT								\$0
SS/INS/FRINGES @ .45 %								\$0
TAX ON EQUIPMENT								\$0
BUILDERS RISK AND OTHER INSURANCE 1%								\$ 201
GENERAL CONDITIONS @ 10%								\$ 2,009
								\$ -
GENERAL CONTRACTORS PROFIT @ 5 %								\$ 1,115
TIME EXENTION OF FIVE (5) DAYS IS REQUIRED.								
NOTE: PROPOSAL IS VALID FOR THIRTY (30) DA				COST FOR CPR #	25	\$ 23,411.98		
Approved by:								
Date:								

18142 Garden Manor Dr
Houston Texas 77084
8327769892
marco.lopez@lsldesigns.com

Lone Star Landscaping Services

Estimate

For: Construction LTD
1825 Upland Dr
Houston, Texas 77043

Estimate No: 63
Date: 11/29/2018

Description	Quantity	Rate	Amount
72 pallets of grass	72	\$180.00	\$12,960.00
Deer park animal shelter			
Tractor work for Deer park animal shelter	1	\$3,800.00	\$3,800.00
Subtotal			\$16,760.00
TAX 0%			\$0.00
Total			\$16,760.00
Total			\$16,760.00

**AIA**[®]**Document G701[™] – 2017****Change Order****PROJECT: (name and address)**
15110 Deer Park Animal Shelter**CONTRACT INFORMATION:**
Contract For: General Construction
Date: 07/05/2017**CHANGE ORDER INFORMATION:**
Change Order Number: 004
Date: 04/10/2019**OWNER: (name and address)**
City of Deer Park
710 E. San Augustine St.
Deer Park, Texas 77536**ARCHITECT: (name and address)**
Quorum Architects, Inc.
707 W. Vickery Blvd. Ste 101
Fort Worth, Texas 76104**CONTRACTOR: (name and address)**
Construction LTD
1825 Upland Drive
Houston, Texas 77043**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*Change Proposal Request dated 10/30/17 for credit provided due to not all piers needed to be cased- (\$14,092.50)
Approved by City Council
Change Order #4-Total credit -\$ 14,092.50

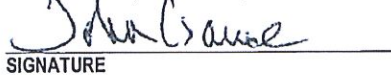
The original (Contract Sum) (Guaranteed Maximum Price) was	\$	2,240,688.00
The net change by previously authorized Change Orders	\$	158,668.50
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	2,399,356.50
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	- 14,092.50
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$	2,385,264.00
The Contract Time will be (increased) (decreased) (unchanged) by Ten (10) days		(10) days.
The new date of Substantial Completion will be 07/20/2018		

*NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.***NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**Quorum Architects, Inc.
ARCHITECT (Firm name)
SIGNATURE

David Duman, Principle

PRINTED NAME AND TITLE4.22.19
DATE

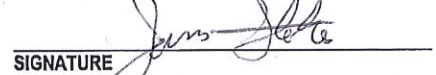
Construction LTD

CONTRACTOR (Firm name)
SIGNATURE

John Gause, Project Manager

PRINTED NAME AND TITLE4/18/2019
DATE

City of Deer Park

OWNER (Firm name)
SIGNATUREJames Stokes, City Mgr.
PRINTED NAME AND TITLE5-10-19
DATE

[illegible]

Date: 10/30/2017
MPA Change Order # CO_03

To

Thank you for the opportunity to bid on your project.

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(name and address)</i> 15110 Deer Park Animal Shelter	CONTRACT INFORMATION: Contract For: General Construction Date: 07/05/2017	CHANGE ORDER INFORMATION: Change Order Number: 005 Date: 04/10/2019
OWNER: <i>(name and address)</i> City of Deer Park 710 E. San Augustine St. Deer Park, Texas 77536	ARCHITECT: <i>(name and address)</i> Quorum Architects, Inc. 707 W. Vickery Blvd. Ste 101 Fort Worth, Texas 76104	CONTRACTOR: <i>(name and address)</i> Construction LTD 1825 Upland Drive Houston, Texas 77043

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)


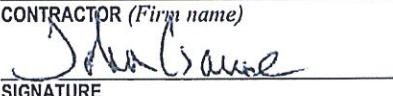
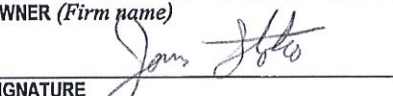
Credit for Contingency Fund not used - (\$2,033.35)

Change Order #5-Total credit -\$ 2,033.35

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	2,240,688.00
The net change by previously authorized Change Orders	\$	144,576.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	2,385,264.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	- 2,033.35
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$	2,383,230.65
The Contract Time will be (increased) (decreased) (unchanged) by	(0)	days.
The new date of Substantial Completion will be 07/29/2018		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Quorum Architects, Inc. ARCHITECT <i>(Firm name)</i>  SIGNATURE David Duman, Principle PRINTED NAME AND TITLE 4.30.19 DATE	Construction LTD CONTRACTOR <i>(Firm name)</i>  SIGNATURE John Gause, Project Manager PRINTED NAME AND TITLE 4/18/2019 DATE	City of Deer Park OWNER <i>(Firm name)</i>  SIGNATURE James Stokes City Mgr. PRINTED NAME AND TITLE 5-10-19 DATE
---	--	---

PROJECT: 15110 Deer Park Animal Shelter

	NEED PRICING FROM SUBCONTRACTORS
	IN REVISION AFTER REVIEW
	UNDER REVIEW
	APPROVED FOR CHANGE ORDER



ASI #	RFI #	C.O. #	WCD #	RFP #	CPR #	Description	Owner Issue Date	GC Issue Date	Date Approved/ Rejected	Proposal Amount	Approved Amount Contingency	Approved Amount Quorum	Approved Amount Deer Park CO	Time Ext.	Remarks	Contingency Summary Amount Remaining
2					1	Pier re-design rec 8/17/17	08/10/17	08/18/17		\$13,079.00	Revised	Revised	Revised		Piers changing	
2		1			1R1	Pier re-design rec 9/15/17-	09/15/17	09/25/17	10/04/17	\$102,371.00			\$102,371.00	70	CO#1	
2		4			1R1	Credit for casing not used on piers	10/30/17	10/30/17	10/30/17	(\$14,092.50)			-\$14,092.50		CO#4	
															Contingency	\$20,000.00
					2	Soil treatment		11/13/17		\$450.00	\$450.00					\$19,550.00
					3	Millwork panel added and ceramic tile		11/13/17		\$953.00	Rejected	Rejected	Rejected		Rejected-Revise	
					3R	Ceramic tile added at front counter		10/01/18		\$345.00	\$345.00					\$19,205.00
3					4	Gas line		12/20/17		\$7,700.00	\$0.00	\$0.00	\$0.00		Invoice separate	
					4	Gas line-Add mark-up, not from contingency		07/19/18		\$8,992.00	\$0.00	\$0.00	\$0.00		Invoice separate	
					5	Concrete pads		01/03/18		\$2,490.00	Rejected-Revise	Rejected-Revise	Rejected-Revise		Rejected-Revise	
					5R	Concrete pads-Revised to generator pad only				\$600.00	\$600.00					\$18,605.00
					6	Stabilized sand at primary power conduits	03/15/18	03/15/18		\$6,300.00	Rejected by DP	Rejected by DP	Rejected by DP		Rejected by DP	
					7	Concrete forms rework for single pour	04/06/18	04/06/18		\$3,117.00		\$3,117.00				
					8	Window wood blocking	04/25/18	04/25/18		\$1,133.00	\$1,133.00					\$17,472.00
					9	Sally Port premium color		05/08/18		\$6,998.00	Rejected	Rejected	Rejected		Use std colors	
					10	Steel extensions at (8) columns		05/30/18		\$2,992.00	\$2,992.00					\$14,480.00
					11	Storefront hardware-wind load requirement		05/30/18		\$2,855.00	\$2,855.00					\$11,625.00
					12	HVAC duct work extension due to electrical gear relocation		06/22/18		\$4,293.00	\$4,293.00					\$7,332.00
					13	Front recessed can ligts		09/18/18		\$468.00	\$468.00					\$6,864.00
					14	Generator		09/28/18		\$16,225.00						
					15	Underground controls to gate operator		09/28/18		\$1,735.00	\$1,735.00					\$5,129.00
					16	Gas line -Added work due to (2) meters		10/22/18		\$2,333.00					Invoice separate	
					17	Added storm drainage to Get-To Know-Yard		10/22/18		\$1,500.00						
					18	Lighting Control added costs		10/29/18		\$1,925.00	\$1,925.00					\$3,204.00
					19	Lighting added to Sally Port		10/31/18		\$2,780.00	Not Approved	Not Approved	Not Approved		Not Approved	
					20	Credit for soap & toilet paper dispensers		10/31/18		(\$105.00)	(\$105.00)					\$3,309.00
					21	Paint galvanized beams		10/321/18		\$3,960.00	\$3,960.00					-\$651.00
		2			22	Data cabling-Separate add to contract? Mark-up added to work?		11/07/18		\$17,618.48			\$20,534.00		Separate add to contract	Non contingency
		3			23	Add window sills		11/28/18		\$4,126.00			\$4,126.00		Council approved	Non contingency
		3			24	Add chain link fence, gate, and sod for 2nd Get-To-Know yard		11/29/18		\$8,225.52			\$8,225.52		Council approved	Non contingency
		3			25	Add sod grass to remaining site		11/30/18		\$23,411.98			\$23,411.98		Council approved	Non contingency
					26	Building Plaque changes		01/14/19		\$2,355.07					Revise plaque	
					26R	Building Plaque logo changes		02/06/19		\$2,215.65	\$2,215.65					-\$2,866.65
					27	Door trim at bullnose around doors`		01/15/19		\$2,696.68						
					28	Add under cabinet lighting to managers office				\$1,083.92	Not Approved	Not Approved	Not Approved			
					29	Add for electified lock set at gate		01/16/19								
					30	Dishwasher credit		01/17/19		(\$4,900.00)	(\$4,900.00)					\$2,033.35
						Cost of pier delay		11/13/17		\$54,254.00					Revise-No OH/Fee	
						Cost of pier delay-Revised-No OH/Fee				\$47,051.00			\$47,051.00			
						Cost of cage exchange and tub return to Shor-Line						\$9,753.20				
						Paid by Deer Park direct to Shor-Line						(\$9,753.20)				
						Change order #1-Issued							\$88,278.50			
						TOTAL AMOUNT OF APPROVED CPR'S, CO's, & CONTINGENCY					\$17,966.65	\$3,117.00	\$103,348.50			\$2,033.35



Legislation Details (With Text)

File #: AUT 19-027 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 5/14/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Authorization to purchase equipment and installation services for a new communications tower at Fire Station #3 via Texas Department of Information Resources (DIR).

Sponsors:

Indexes:

Code sections:

Attachments: [Estimate 1071 from BTM Services LLC](#)
[Proteus Services Quote for 2019 deer park radio antenna alignment and relocation](#)
[Quote1049-CityofDeerPark-AntennaInstallDishAlign-2.18.19](#)
[Western Towers Quote696-CityofDeerPark-100Mono-2.8.19 \(1\)](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Authorization to purchase equipment and installation services for a new communications tower at Fire Station #3 via Texas Department of Information Resources (DIR).

In FY18-19 budget, Council approved the purchase of a new communications tower for Fire Station #3 in the amount of \$91,250.00. Staff has researched the project and found that Western Towers provides the best value for the tower purchase under DIR contract DIR TSO 4301. Staff has also found that out of three (3) quotes, Proteus provides the best price and value for the installation service for the project. The combined tower and installation service will cost \$89,624.77.

Summary:

Staff is requesting authorization to purchase a ninety (90) foot tower from Western Towers in the amount of \$78,874.77 and installation services from Proteus in the amount of \$10,750.00. The total amount for these purchases is \$89,624.77.

Fiscal/Budgetary Impact:

The total cost of \$89,624.77 for a new communications tower and installation services for Fire Station #3 will be paid for from Capital Outlay account number 10-200-4904 that was approved as part of the FY18-19 budget.

Staff recommends purchasing the equipment and installation services for the new communications tower at Fire Station #3.

BTM Services LLC

11817 Vickery Street
Houston, TX 77039 US
B.McGee@BTMservicesllc.com
www.btm-servicesllc.com



ESTIMATE

ADDRESS

MasTec
20203 Carriage Point Drive
Houston, Texas 77073
United States

ESTIMATE # 1071**DATE** 04/23/2019**JOB CONTACT**

Bubba McGee

SITE NAME

Deerpark Emergency Services

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Remov/Replace	Remove and Replace (4) Point to Point antennas, (3) Omni Stick Antennas, (1) Flat Panel, and (1) Weather Station, all associate cables, grounds and mounts.	1	7,690.00	7,690.00
Align	Path Alignment of (4) Point to Point antennas, times includes (2) tower crew members on each end of the path for 3 hours per antenna.	1	6,330.00	6,330.00

TOTAL**\$14,020.00**

Accepted By

Accepted Date



April 16, 2019

Mike Ramos
City of Deer Park
14123 Cicero Rd
Deer Park, Texas

Project Name: "Point to Point antenna alignment".
Quote Number: 1

Mike,

Proteus Services appreciates the opportunity to submit the following proposal. Our understanding of the work is as follows:

"all material will be provided by the City of Deer Park quote below is for labor and Equipment rental only".

Fire Station Relocate and alignment: \$ 3,000.00

- Remove all equipment and re-install on new tower.
- (1) UBIQUITI AF-5 DISHES
- (2) UBIQUITI AF-24 DISHES
- (1) NANO BEAM
- (1) ROCKET DISH
- (3) VHF RADIO ANTENNAS
- (1) WEATHER STATION (to be placed at 33')
- Man lift rental for one day.

• ***Re-Pathing all five sites \$7,500.00***

- ***Running provided cat 5 from IT closet to tower equipment \$250.00***

Total: \$10,750.00

This bid price excludes applicable sales tax.

When available, please email a copy of the purchase order to Sheila Jensen at sheila.jensen@proteus-services.net

The information contained herein is considered proprietary between Proteus Services and The City of Deer Park Texas.

If you have any questions regarding the pricing for this work as described, please contact Wanda Kielty at 713-828-3441.

Wanda Kielty
President
Proteus Services, LLC
713-828-3441

**WESTERN TOWERS**

320 W. 26th • San Angelo, Texas 76903
 1.800.622.6539
 www.western towers.com

QUOTATION**TO:**

CITY OF DEER PARK
 710 E. SAN AUGUSTINE
 IT SERVICES DEPARTMENT
 DEER PARK, TX 77536
 US
 (281)478-2037

ATTN: ANTHONY HOLLISTER

SHIP TO:

CITY OF DEER PARK
 710 E. SAN AUGUSTINE
 IT SERVICES DEPARTMENT
 DEER PARK, TX 77536
 (281)478-2037

ATTN: ANTHONY HOLLISTER

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0001049	2/18/2019	LOC034	004	YOUR RFQ			30 DAYS
Item	Quantity	UM	Part	Description	Price \$	Extension \$	
010	1	EA	ANTINSTALL	Quote is provided for Anthony Hollister with City of Deer Park. This quote is quoted under DIR TSO 4301 - Wilbur L Anderson Inc dba Western Towers. DIR discounts have been applied to pricing. Quote Terms and Conditions: Quote does not include taxes, permits, or fees unless specifically noted. Installations and engineering are quoted for normal soil, access, and working conditions unless otherwise noted. Freight will be billed at actual cost plus 5% for handling if more than the fee estimated on quote. FMI Please contact James Bird at 325.658.6539 or james.bird@westerntowers.com ANTENNA DECOM AND INSTALL TAKE DOWN AND REINSTALL: 2 - UBIQUITI AF-24 DISHES, 1 UBIQUITI NANO BEAM, 1 VHF RADIO, 1 - PTZ CAMERA, 1 - WEATHER STATION. LABOR ONLY, ALL MATERIAL SUPPLIED BY CUSTOMER.	13,568.85	13,568.85	
011	1	EA	PATHALIGNMNT	PATH ALIGNMENT SERVICES ALIGN 4 SITES TO FIRESTATION 3 - 100' TOWER. ALIGNMENT ONLY, NO INSTALLS. ONE LINK PER SITE. INSTALLING EQUIPMENT AND ADDITIONAL LINKS WILL BE AN ADDITIONAL CHARGE.	4,247.64	4,247.64	
Total for Quote \$						17,816.49	

**WESTERN TOWERS**

320 W. 26th • San Angelo, Texas 76903
1.800.622.6539
www.western towers.com

QUOTATION**TO:**

CITY OF DEER PARK
710 E. SAN AUGUSTINE
IT SERVICES DEPARTMENT
DEER PARK, TX 77536
US
(281)478-2037

ATTN: ANTHONY HOLLISTER

SHIP TO:

CITY OF DEER PARK
710 E. SAN AUGUSTINE
IT SERVICES DEPARTMENT
DEER PARK, TX 77536
(281)478-2037

ATTN: ANTHONY HOLLISTER

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0000696	2/8/2019	LOC034	003	YOUR RFQ		ORIGIN	30 DAYS
Item	Quantity	UM	Part		Description	Price \$	Extension \$
					Quote is provided for Anthony Hollister with City of Deer Park. This quote is quoted under DIR TSO 4301 - Wilbur L Anderson Inc dba Western Towers. DIR discounts have been applied to pricing. Quote is for a 100' Monopole. This Monopole will meet or exceed the latest version of TIA 222 specification. Quote Terms and Conditions: Quote does not include taxes, permits, or fees unless specifically noted. Quote will be invoiced at either the original due date or actual shipment date, whichever is earlier. Storage fees will be assessed at \$1 per linear foot for product stored past 30 days from due date, unless specifically noted. By accepting this quote, customer also accepts the applicable steel escalation policy in effect as of the date of this quote. This policy is available upon request. Installations and engineering are quoted for normal soil, access, and working conditions unless otherwise noted. Freight will be billed at actual cost plus 5% for handling if more than the fee estimated on quote.		
001	1	EA	50087	-	100' MONOPOLE INC HDWRE Includes: Step Bolts, Safety Climb, Ports, & Hardware	24,374.61	24,374.61
003	1	EA	TOWER LIGHTING		LED LIGHT KIT	1,590.83	1,590.83
005	1	EA	50001	-	MONOPOLE PLATFORM W HDWR	3,548.32	3,548.32
007	1	EA	ENG - 50087		ENGINEERING OF TOWER	946.22	946.22
008	1	EA	ENG - 50087		ENGINEERING OF FOUNDATION	946.22	946.22
010	1	EA	TWREREC		TOWER EREC SERVICES	10,857.14	10,857.14
011	1	EA	TWRFNDSERV		TOWER FOUNDATION SERVICES	35,661.43	35,661.43
800	1		FREIGHT		FREIGHT CHARGES	950.00	950.00

**WESTERN TOWERS**

320 W. 26th • San Angelo, Texas 76903
1.800.622.6539
www.western towers.com

QUOTATION

TO:

CITY OF DEER PARK
710 E. SAN AUGUSTINE
IT SERVICES DEPARTMENT
DEER PARK, TX 77536
US
(281)478-2037

SHIP TO:

CITY OF DEER PARK
710 E. SAN AUGUSTINE
IT SERVICES DEPARTMENT
DEER PARK, TX 77536
(281)478-2037

ATTN: ANTHONY HOLLISTER

ATTN: ANTHONY HOLLISTER

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0000696	2/8/2019	LOC034	003	YOUR RFQ		ORIGIN	30 DAYS
Item	Quantity	UM	Part	Description		Price \$	Extension \$
				Total for Quote \$			78,874.77



Legislation Details (With Text)

File #: AUT 19-026 **Version:** 1 **Name:**

Type: Authorization **Status:** Agenda Ready

File created: 5/14/2019 **In control:** City Council

On agenda: 5/21/2019 **Final action:**

Title: Consideration of and action on reallocation of funds budgeted for Community Center HVAC repairs to be used for HVAC repairs at the Municipal Courts & Theatre Building.

Sponsors:

Indexes:

Code sections:

Attachments: [EnergyGuard Resistance List Aluminium-Green-Yellow](#)
[YLAA DWG](#)
[EnergyGuardFlyer-New](#)
[City of Deer Park Municipal Building Chiller Replacement Proposal](#)
[Performance Sheet](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Consideration of and action on reallocation of funds budgeted for Community Center HVAC repairs to be used for HVAC repairs at the Municipal Courts & Theatre Building.

Funds were appropriated for the Deer Park Community Center air conditioning unit for replacement. After further review and evaluation it has been determined that there is a greater need for replacement of an air conditioning unit at the Theatre / Courts Building. An assessment was done on the Community Center air conditioning unit and it was determined that it had a longevity at least for 2-3 more years which at that time the proposed new Community Center will be in construction and a new unit installed.

Funds were appropriated in 90-413-4902 for \$125,000 for HVAC Repairs at the Community Center and we are reallocating that amount for the Municipal Courts and Theatre Building.

The total cost for the new unit will be \$133,000. We will in addition use \$8,000 from funds that were appropriated to restore the roof at the Community Center. The Community Center roof will not need the total \$200,000 appropriation and will be used to replace the roof at the Early Dunn Gym.

Approve the reallocation of \$125,000 for HVAC Repairs from the Community Center to the Municipal Courts and Theatre Building.

DCC; Aluminum, Green, Yellow Resistance list

Resistance to various agents and particles has been tested in lab conditions. The issues of a warranty to a condenser by the EnergyGuard corrosion protection system will be subject to the exposure conditions simulated in this test.

Values are based on average concentrations, at any doubts the R&D department should be consulted).

Attention!! Resistance is expressed by terms of vapors, not fluids. At exposure to fluids, cleaning agents, chemicals, process fluids or others, R&D department should be consulted.

< 10 ppm = Resistant to concentrations less than 10 ppm
 < 100 ppm = Resistant to concentrations less than 100 ppm
 All = resistant to all concentrations

ALKALINES

1. Ammonia
2. Ammoniacal solution
3. Caustic soda
4. Sodium hydroxyde
5. Caustic potassium
6. Potassium hydroxide
7. Lithium hydroxide
8. Calcium hydroxide
9. Magnesium hydroxide

< 10 ppm	< 100 ppm	All
	<input checked="" type="checkbox"/>	
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

ALCOHOLS

10. Methanol
11. Ethanol
12. Isopropanol
13. Butanol
14. Amyl alcohol
15. Benzyl alcohol
16. Diaceton alcohol DAA
17. Glycerine
18. Propanol
19. Pentanol

< 10 ppm	< 100 ppm	All
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

ALIPHATIC HYDROCARBONS

20. White spirit
21. Shellsol TD
22. Bitumen
23. Isopar G
24. Paraffine

< 10 ppm	< 100 ppm	All
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

DCC; Aluminum, Green, Yellow Resistance list

AMINES

25. Triethanolamine
26. Aniline sulphate
27. Hexamethylenetetraamine
28. Hexaandiamine
29. Phenylidiamine
30. Cyclohexylamine
31. Triethylamine
32. Aniline
33. Aniline chloride
34. Methylamine
35. Isoferondiamine
36. Diphenylmethanediamine

< 10 ppm	< 100 ppm	All
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

INORGANIC

37. Arsenic
38. Boric acid
39. Hydrogen carbonate
40. Chromic acid
41. Bromic acid
42. Hydrochloric acid
43. Hydrogen fluoride
44. Hydrogen sulphide
45. Nitric acid
46. Nitrous acid
47. Sulphuric acid
48. Sulphurous acid
49. Phosphoric acid
50. Perchloric acid
51. Selenic acid

< 10 ppm	< 100 ppm	All
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>

AROMATIC HYDROCARBONS

52. Xylene
53. Toluene
54. Asphalt
55. Anthracene
56. Benzapherene
57. Gumlac
58. Benzene
59. Naphtha
60. Naftalene
61. Terpenes

< 10 ppm	< 100 ppm	All
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

DCC; Aluminum, Green, Yellow Resistance list

FUELS AND OILS

- 62. Diesel
- 63. Fuel oil
- 64. Petrol
- 65. Super petrol
- 66. Lubricating oils
- 67. Kerosene
- 68. Sferic oils
- 69. LPG
- 70. Mineral oils
- 71. Animal oils
- 72. Ethric oils
- 73. Vegetable oils
- 74. Butane
- 75. Acetylene
- 76. Methane

< 10 ppm	< 100 ppm	All
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

ETHERS

- 77. Diethyl ether
- 78. Acetic ether

< 10 ppm	< 100 ppm	All
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		

ESTERS

- 79. Ethyl acetate
- 80. Amyl acetate
- 81. Propyl acetate
- 82. Ethyl oxalate
- 83. Butyl acetate
- 84. Butyl propionate
- 85. Ethyl formiate
- 86. Ethyl benzoate

< 10 ppm	< 100 ppm	All
	<input checked="" type="checkbox"/>	
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

HALOGENATED HYDROCARBONS

- 87. 1.1.1.Trichloroethane
- 88. Methylenechloride
- 89. Methylbromide
- 90. Tetrachloromethane
- 91. Dichloromethane
- 92. Trichloroethylene
- 93. Perchloroethylene
- 94. Tetraiodicmethane
- 95. PCB

< 10 ppm	< 100 ppm	All
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		

DCC; Aluminum, Green, Yellow Resistance list

KETONES AND ALDEHYDES

- 96. Acetone
- 97. Aceetaldehyde
- 98. Benzaldehyde
- 99. Formaldehyde
- 100. Salicylaldehyde
- 101. Diisobutylketone
- 102. Methylisobutylketone
- 103. Methylethylketone
- 104. Butanol
- 105. Crotonaldehyde

< 10 ppm	< 100 ppm	All
	<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		

SOFTENERS

- 106. Palatinol C
- 107. Chloroparaffine 5XX vl.
- 108. Dioctylphosphate
- 109. Dibutylphosphate
- 110. Desavin
- 111. Disflamol TOF
- 112. Mesamol
- 113. Dinonylphenol

< 10 ppm	< 100 ppm	All
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

ORGANIC

- 114. Acetic acid
- 115. Benzoic acid
- 116. Lactic acid
- 117. Phenols
- 118. Citric acid
- 119. Fatty acids
- 120. Formic acid
- 121. Hydrocyanic acid
- 122. Malic acid
- 123. Margaric acid
- 124. Picric acid
- 125. Oleic acid
- 126. Oxalic acid
- 127. Sulphamic acid
- 128. Palmitic acid
- 129. Tannin
- 130. Phthalic acid
- 131. Propionic acid
- 132. Salicylic acid
- 133. Stearic acid
- 134. Valeric acid

< 10 ppm	< 100 ppm	All
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

Resistance list

Author: HQ ; DCC Aluminum-Green -Yellow

Date : 10-aug-2009

Version : 1.0

PAGE
4 of 7

DCC; Aluminum, Green, Yellow Resistance list

SALTS AND WATER SOLUTIONS

		< 10 ppm	< 100 ppm	All
135.	Sodium salts			☑
136.	Potassium salts			☑
137.	Calcium salts			☑
138.	Aluminum salts			☑
139.	Ammonium salts			☑
140.	Barium salts			☑
141.	Copper salts			☑
142.	Lead salts			☑
143.	Lithium salts			☑
144.	Magnesium salts			☑
145.	Mercury salts			☑
146.	Lithopone			☑
147.	Arsenious compounds			☑
148.	Hydroquinone			☑
149.	Iron salts			☑
150.	Process water			☑
151.	Rain water			☑
152.	Sea water			☑
153.	Heavy water			☑
154.	Zinc salts			☑
155.	Tin salts			☑
156.	Silicon salts			☑
157.	Cement			☑
158.	Quarts			☑
159.	Dolomite			☑

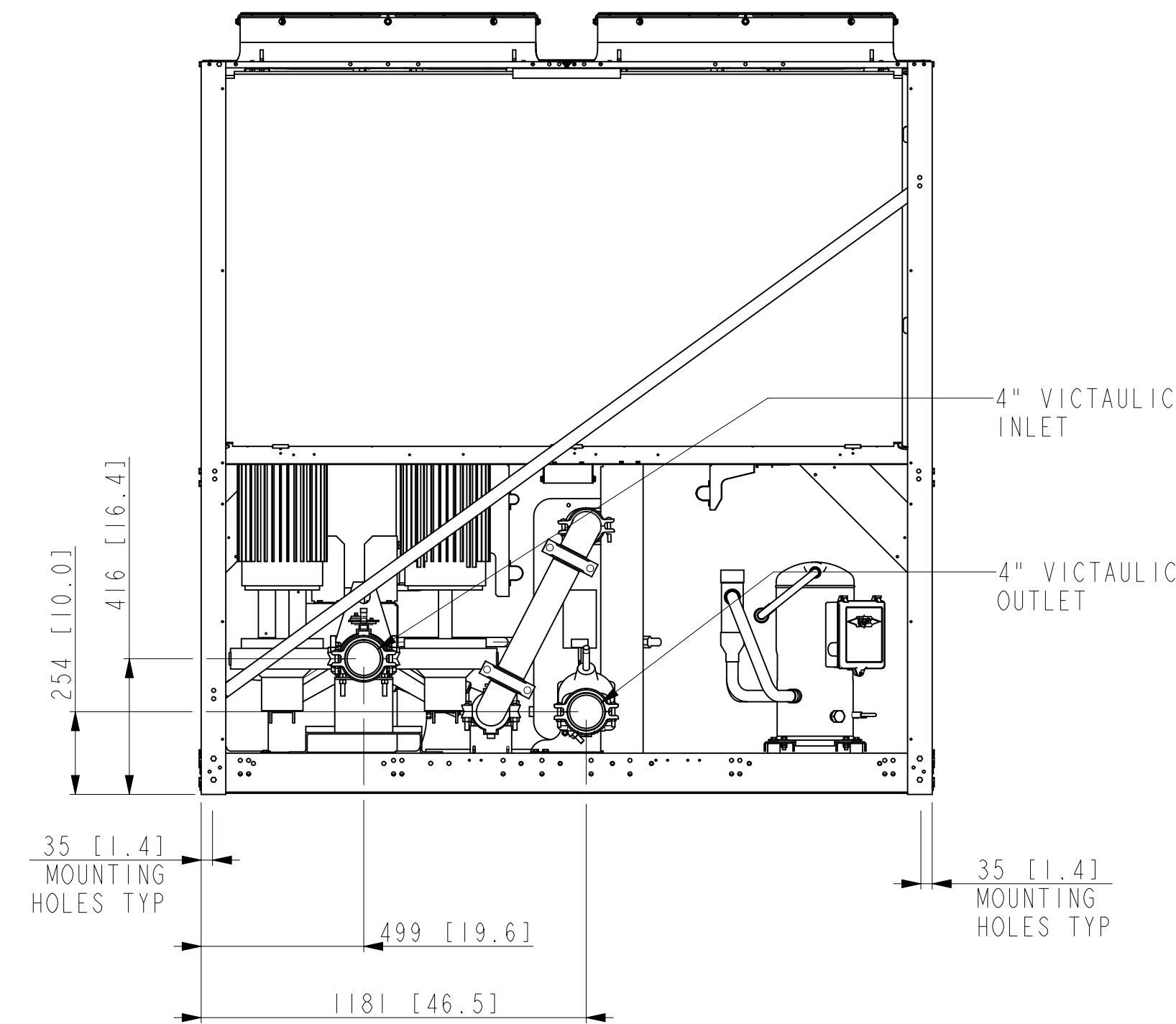
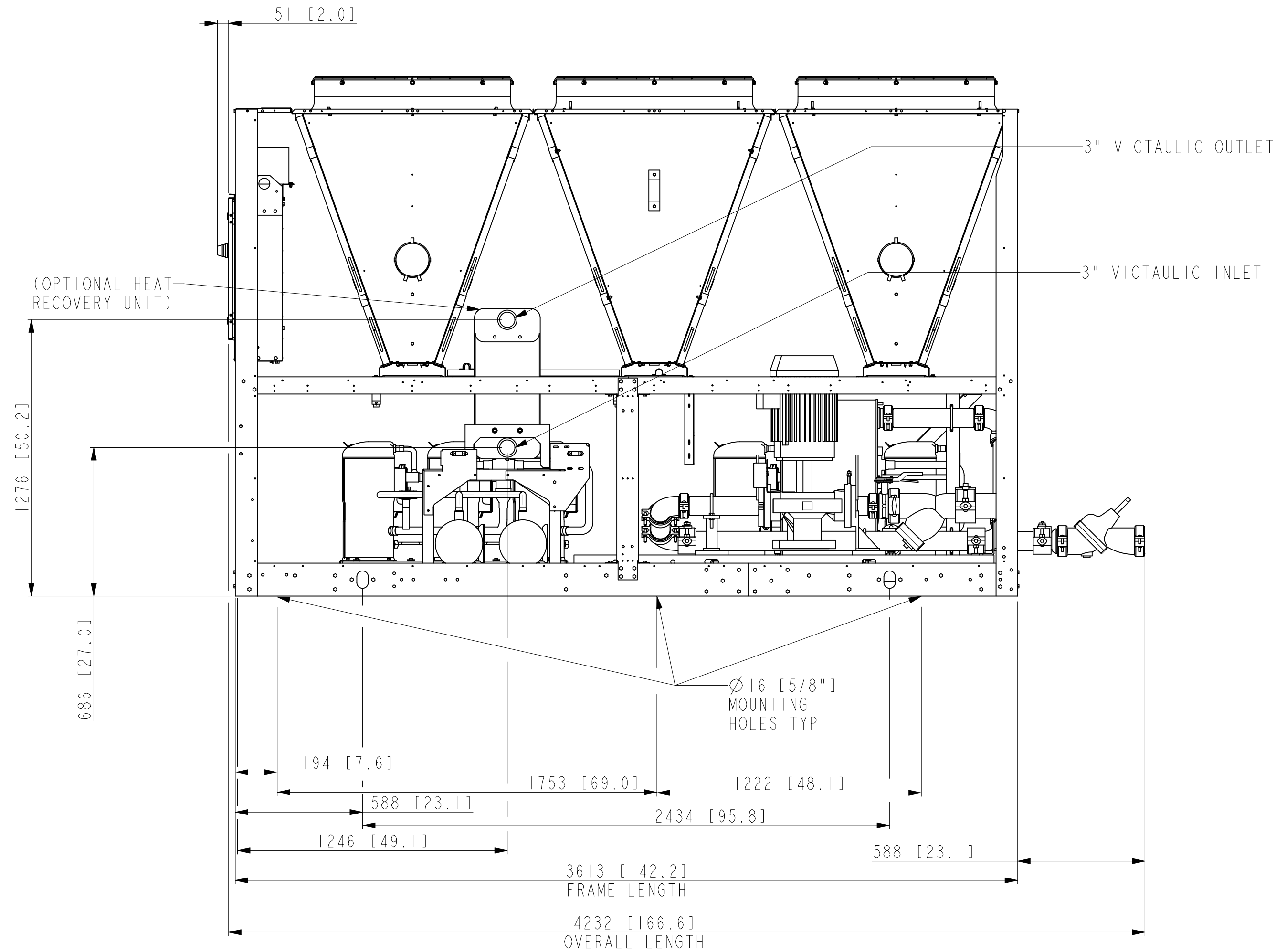
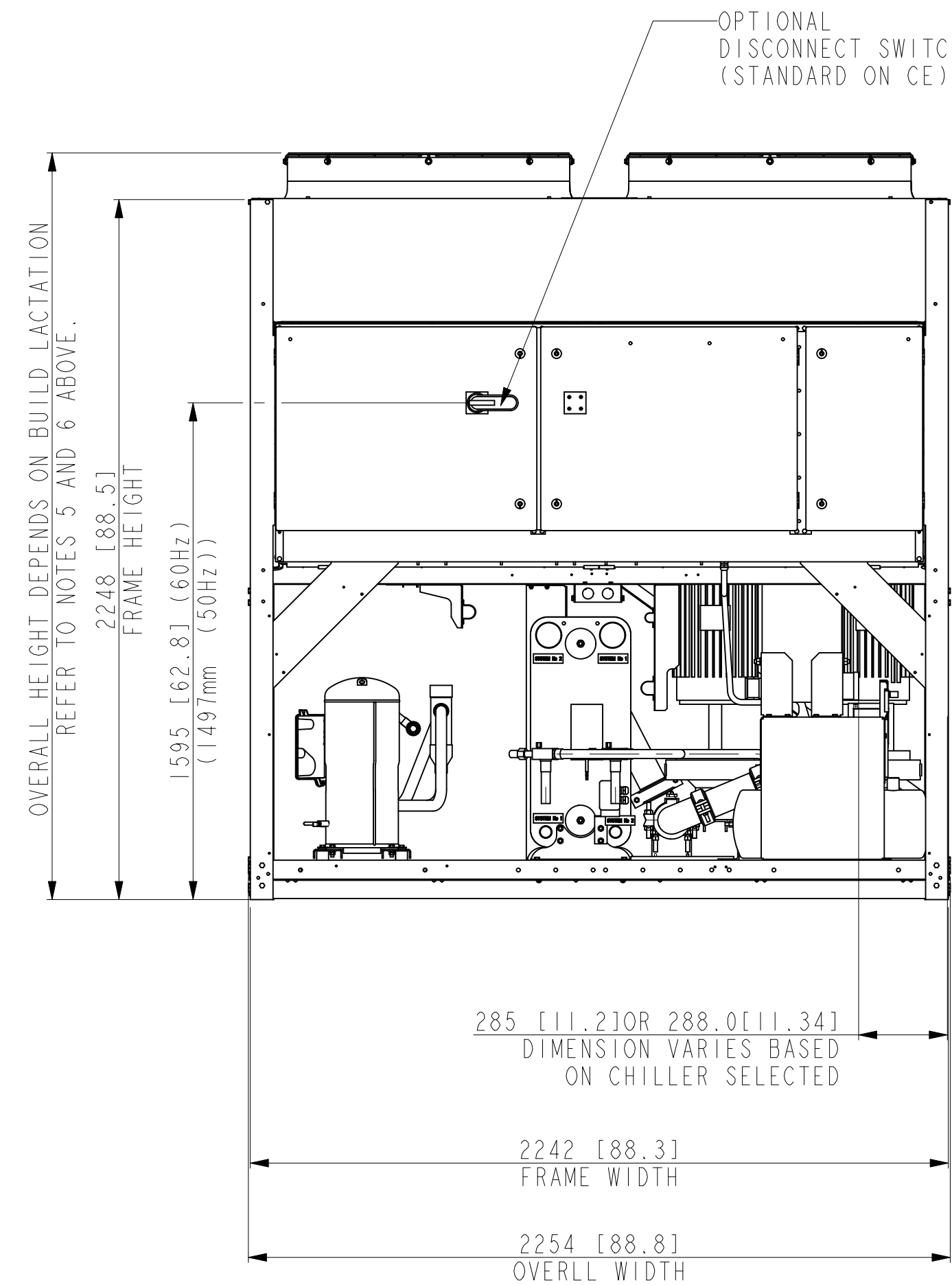
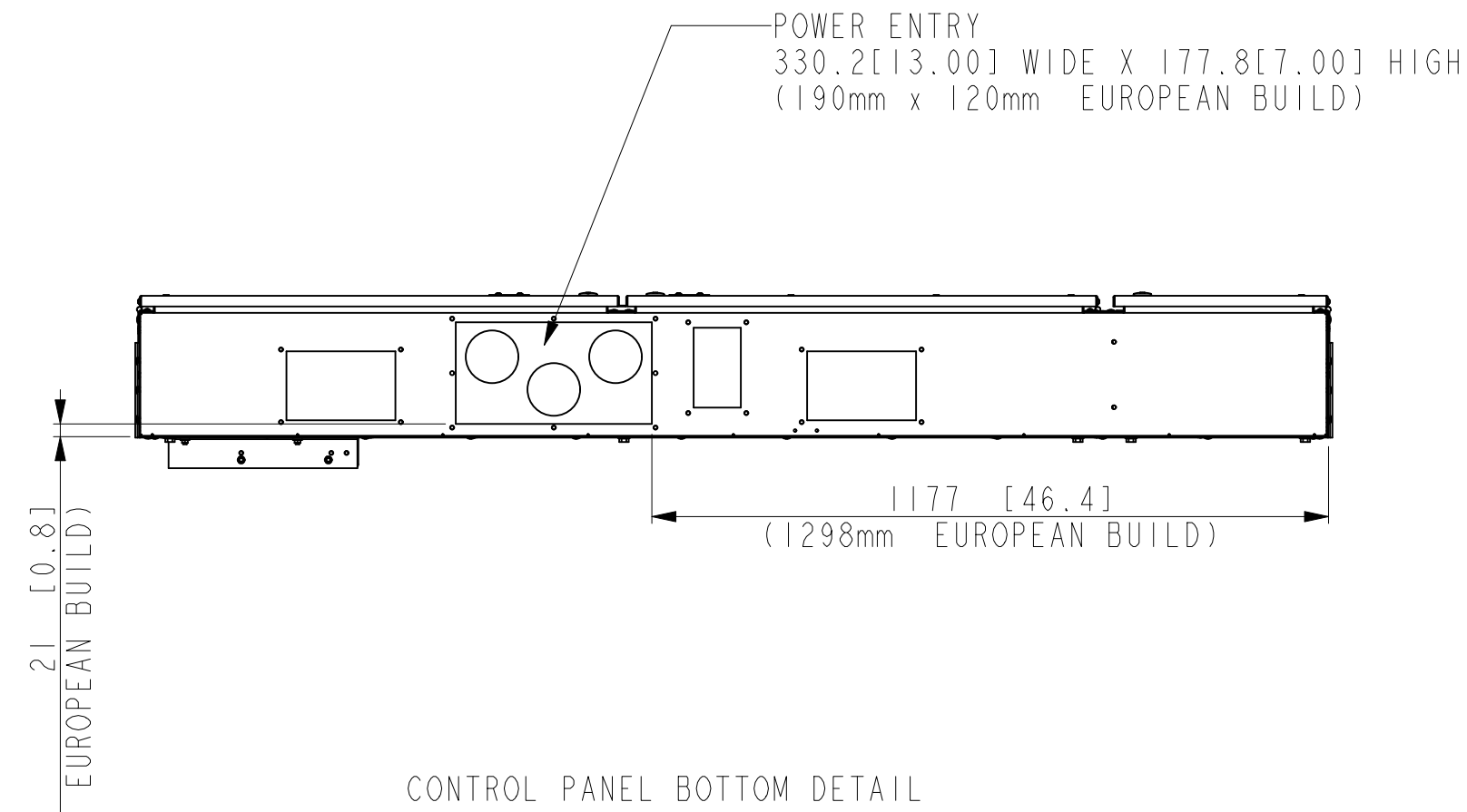
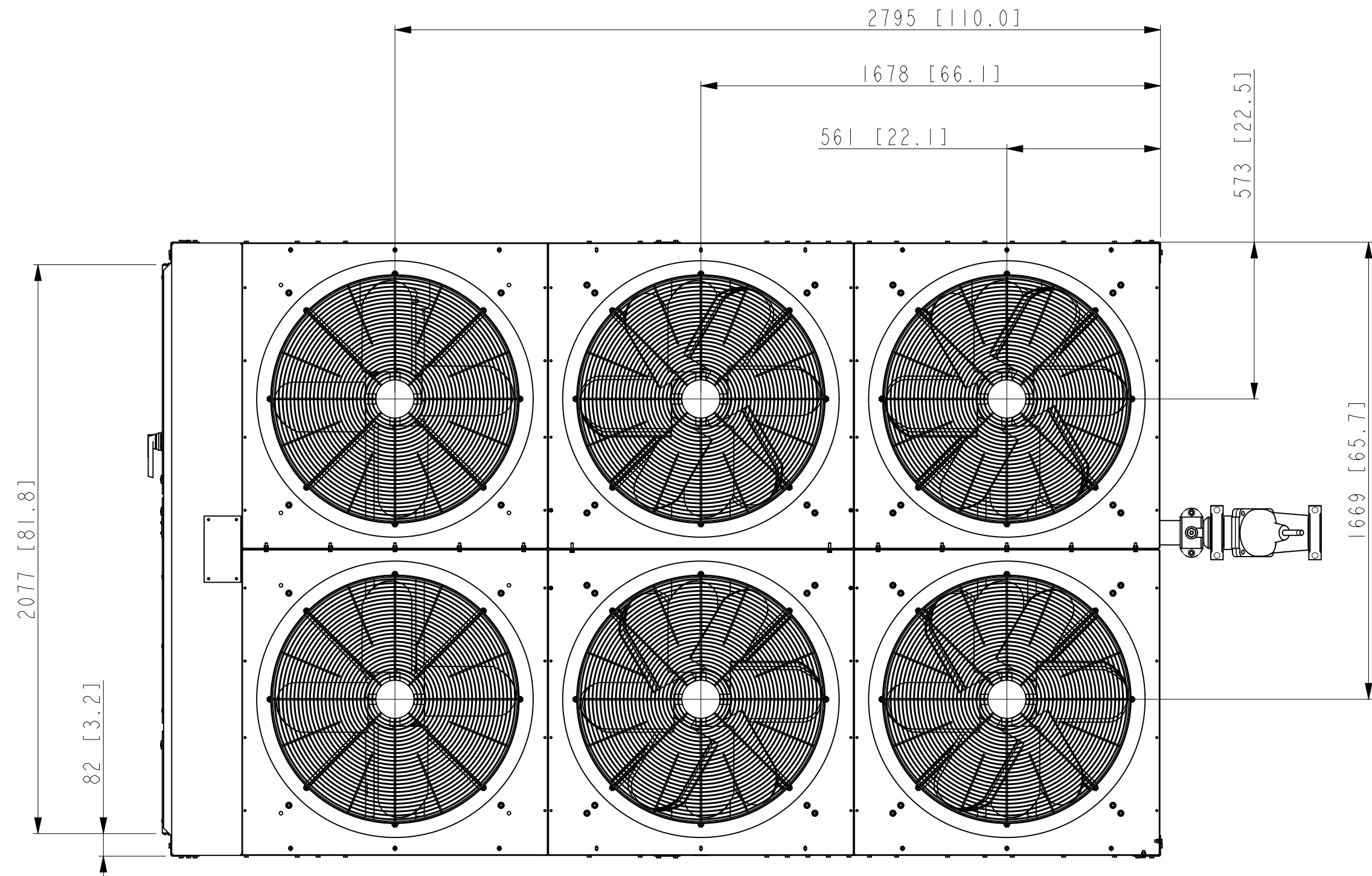
OTHER

ER		< 10 ppm	< 100 ppm	All
160.	Carbon disulphide		<input checked="" type="checkbox"/>	
161.	Carbon monoxide			<input checked="" type="checkbox"/>
162.	Carbon dioxide			<input checked="" type="checkbox"/>
163.	Nitrogen			<input checked="" type="checkbox"/>
164.	Nitrogen monoxide			<input checked="" type="checkbox"/>
165.	Nitrogen dioxide			<input checked="" type="checkbox"/>
166.	Hydrogen peroxide		<input checked="" type="checkbox"/>	
167.	Chlorine	<input checked="" type="checkbox"/>		
168.	Iodine	<input checked="" type="checkbox"/>		
169.	Iodine tincture		<input checked="" type="checkbox"/>	
170.	Bromic	<input checked="" type="checkbox"/>		
171.	East-Indian ink			<input checked="" type="checkbox"/>
172.	Phosphor			<input checked="" type="checkbox"/>
173.	Diphosphorpentoxyde	<input checked="" type="checkbox"/>		
174.	Zinc			<input checked="" type="checkbox"/>
175.	Glucose (syrup)			<input checked="" type="checkbox"/>
176.	Fructose			<input checked="" type="checkbox"/>
177.	Mercury			<input checked="" type="checkbox"/>
178.	Sulphur			<input checked="" type="checkbox"/>
179.	Sulphur dioxide			<input checked="" type="checkbox"/>
180.	Antimony			<input checked="" type="checkbox"/>
181.	Indole			<input checked="" type="checkbox"/>
182.	Nitroglycerine			<input checked="" type="checkbox"/>
183.	Hydrogen			<input checked="" type="checkbox"/>
184.	Epoxy resins			<input checked="" type="checkbox"/>
185.	Isocyanate			<input checked="" type="checkbox"/>
186.	Rubber			<input checked="" type="checkbox"/>
187.	Shellac			<input checked="" type="checkbox"/>
188.	Urea			<input checked="" type="checkbox"/>
189.	Thioureum			<input checked="" type="checkbox"/>
190.	Fruit essences			<input checked="" type="checkbox"/>
191.	Beer			<input checked="" type="checkbox"/>
192.	Flour products			<input checked="" type="checkbox"/>
193.	Corn			<input checked="" type="checkbox"/>
194.	Coffee			<input checked="" type="checkbox"/>
195.	Tea			<input checked="" type="checkbox"/>
196.	Liqueur			<input checked="" type="checkbox"/>
197.	Menthol			<input checked="" type="checkbox"/>
198.	Camphor			<input checked="" type="checkbox"/>
199.	Carbon			<input checked="" type="checkbox"/>
200.	Cellulose			<input checked="" type="checkbox"/>
201.	Cellulose acetate			<input checked="" type="checkbox"/>
202.	Nitrocellulose			<input checked="" type="checkbox"/>
203.	Methyl cellulose			<input checked="" type="checkbox"/>
204.	Cocoas			<input checked="" type="checkbox"/>
205.	Silicium			<input checked="" type="checkbox"/>
206.	Silicium carbide			<input checked="" type="checkbox"/>
207.	Viscose			<input checked="" type="checkbox"/>

DCC; Aluminum, Green, Yellow Resistance list

208.	Rescosinol	<input checked="" type="checkbox"/>
209.	Resins	<input checked="" type="checkbox"/>
210.	Tobacco	<input checked="" type="checkbox"/>
211.	Nicotine	<input checked="" type="checkbox"/>
212.	Trinitrobenzene	<input checked="" type="checkbox"/>
213.	Gelatin	<input checked="" type="checkbox"/>
214.	Printer's ink	<input checked="" type="checkbox"/>
215.	Milk	<input checked="" type="checkbox"/>
216.	Potato flour	<input checked="" type="checkbox"/>
217.	Vegetables	<input checked="" type="checkbox"/>
218.	Fruit	<input checked="" type="checkbox"/>
219.	Spices	<input checked="" type="checkbox"/>
220.	Honey	<input checked="" type="checkbox"/>
221.	Mustard	<input checked="" type="checkbox"/>
222.	Mayonnaise	<input checked="" type="checkbox"/>
223.	Tomato ketchup	<input checked="" type="checkbox"/>
224.	Curry	<input checked="" type="checkbox"/>
225.	Cacao	<input checked="" type="checkbox"/>
226.	Carbonated Soda	<input checked="" type="checkbox"/>
227.	Sauerkraut	<input checked="" type="checkbox"/>
228.	Blood	<input checked="" type="checkbox"/>

- NOTES:
1. PLACEMENT ON A LEVEL SURFACE FREE OF OBSTRUCTIONS (INCLUDING SNOW, FOR WINTER OPERATION) OR AIR RE-CIRCULATION ENSURES RATED PERFORMANCE, RELIABLE OPERATION AND EASE OF MAINTENANCE. SITE RESTRICTIONS MAY COMPROMISE MINIMUM CLEARANCES INDICATED BELOW, RESULTING IN UNPREDICTABLE AIR FLOW PATTERNS AND POSSIBLE DIMINISHED PERFORMANCE. JOHNSON CONTROLS UNIT CONTROLS WILL OPTIMIZE OPERATION WITHOUT NUISANCE HIGH PRESSURE SAFETY CUTOUT. HOWEVER, THE SYSTEM DESIGNER MUST CONSIDER POTENTIAL PERFORMANCE DEGRADATION.
 - 1.1. RECOMMENDED MINIMUM CLEARANCES:
 - 1.1.1. SIDE TO WALL - 1828.8mm[6']
 - 1.1.2. REAR TO WALL - 1828.8mm[6']
 - 1.1.3. CONTROL PANEL TO WALL - 1219.2mm[4']
 - 1.1.4. TOP - NO OBSTRUCTIONS ALLOWED.
 - 1.1.5. DISTANCE BETWEEN ADJACENT UNITS - 3048mm[10']
 - 1.1.6. NO MORE THAN ONE ADJACENT WALL MAY BE HIGHER THAN UNIT.
 2. WEIGHT AND CENTER OF GRAVITY - REFER TO AVM REPORT.
 3. INSTALLING CONTRACTOR MUST INCLUDE VENT AND DRAIN ACCOMMODATIONS IN CHILLED WATER PIPING NEAR THE EVAPORATOR.
 4. NUMBER OF COMPRESSORS MAY VARY FROM DRAWING.
 - 4.1. REFER TO YORKworks REPORTS.
 5. OVERALL HEIGHT OF UNIT IS 2394.6mm-[94.27"] ON MONTERREY, MEXICO AND SAN ANTONIO, TEXAS BUILDS AND EUROPEAN BUILDS (VSD FANS ONLY).
 6. OVERALL HEIGHT OF UNIT IS 2507.0mm-[98.70"] ON EUROPEAN BUILDS (STANDARD FANS ONLY).
 7. FOR MONTERREY, MEXICO, SAN ANTONIO, TEXAS AND EUROPEAN BUILDS ONLY.



THIS DRAWING PERTAINS TO THE FOLLOWING MODELS:		
YLAA 0092 HE	YLAA 0350 HE	YLAA 0391 HE
YLAA 0101 HE	YLAA 0390 HE	YLAA 0392 HE
YLAA 0115 SE	YLAA 0435 SE	
YLAA 0120 SE	YLAA 0485 SE	

REV.	DATE	EC. NO.	DR.	CHK.	ENG.
E	15-JAN-2018	DX17-0373	E.J	A.S	
NEW UNIT MODEL ADDED TO TABLE.					

CONTINUED

ALL PROPRIETARY RIGHTS IN THE SUBJECT MATTER HEREOF ARE RESERVED AND NO PERMISSION IS GRANTED TO REPRODUCE THIS PRINT IN WHOLE OR IN ANY PART, OR DISCLOSE ANY OF THE INFORMATION UPON IT TO OTHERS WITHOUT WRITTEN RELEASE BY JOHNSON CONTROLS INCORPORATED

		JOHNSON CONTROLS - BUILDING EFFICIENCY 507 EAST MICHIGAN STREET, MILWAUKEE, WI, 53202 USA	
DO NOT SCALE		YLAA 6-FAN FAN 50 & 60HZ WITH HYDRO PUMP PACKAGE AND HEAT RECOVERY	MATERIAL N/A ENG. STD. N/A PART NO. CUT SIZE N/A
DRAWN M. LUPTON	06-DEC-2013	CAGE NUMBER	DRAWING NUMBER
MODELER M. LUPTON	06-DEC-2013	66935	035-24059-007
CHKD A. SATCH	06-DEC-2013		
ENG			
SCALE: 1:000	MASS (kg): 0.000	ORIG. NO.:	SHEET 1 OF 1

Embedded Secure Document

The file <https://cityofdeerpark.legistar.com/View.ashx?M=F&ID=7231543&GUID=BF0E8110-6AD6-40F6-8F0D-6F34463C5F34> is a secure document that has been embedded in this document. Double click the pushpin to view.



Proposal

Houston TX Common Branch
10644 WEST LITTLE YORK RDSUITE 200
HOUSTON, TX 77041
Phone: 713-934-3388
Fax: 866-862-0459

TO: City of Deer Park
1302 Center Street

Deer Park, TX 77536

Date: April 3, 2019
Project: Deer Park Municipal Building
1302 Center Street
Proposal Ref: CITY OF DEER PARK MUNICIPAL
BUILDING
04012019 MM

Chris Rains,

We propose to furnish the materials and/or perform the work described below for the net price of:

\$133,700.00

ONE HUNDRED THIRTY-THREE THOUSAND, SEVEN HUNDRED AND 00/100 DOLLARS

For the above price this proposal includes:

ITEMS CITED ON THIS PROPOSAL ARE PRICED IN ACCORDANCE WITH JOHNSON CONTROLS TIPS
CONTRACT #18010101

Chiller Replacement City of Deer Park Municipal Building:

JOHNSON CONTROLS is pleased to provide pricing for the YORK EQUIPMENT including installation of one existing Carrier 100 ton chiller and associated pumps at City of Deer Park Municipal building 1302 Center Street deer Park Texas.

This proposal is in accordance with details identified in a walk of job as well as clarifications provided by City of Deer Park service representatives. No mechanical plans and specifications were issued.

- City of Deer Park municipal building chiller replacement:

Scope:

- Lock out tag out existing Carrier chiller.
- Recover refrigerant and oil for proper disposal from existing Carrier chiller, per industry standards.
- City of Deer Park will provide electrical disconnect of the existing chiller and pumps.
- Drain water and disconnect and remove all piping from expansion tank to the existing chiller and pumps.
- Provide crane and rigging to remove existing chiller, and dispose of properly.
- Set new (1) one York 100 ton chiller which include a pump package in place of the existing chiller, includes crane and rigging.

- Pipe chiller from expansion tank to chilled water connection on chiller pump package, leak test fill system with water.
- Insulate all chilled water piping installed for new chiller project, aluminum Jacketed.
- City of Deer Park to connect electrical to the new chiller, single point connection.
- JCI factory startup.
- Entire unit parts and labor warranty: 18 months from shipment or 12 months from start-up, whichever occurs first. Refrigerant warranty: 18 months from shipment or 12 months from start-up, whichever occurs first.

- 5 year warranty (parts, labor and refrigerant) ADD \$9,500.00
- 10 year warranty (parts, labor and refrigerant) ADD \$16,900.00

- York Chiller Specifications:

- ONE (1) CH-1 AIR-COOLED SCROLL CHILLER YLAA010HE46XFBMBTX ,460/3/60,R410A, ¾" Insulation of evaporator, 4-20mA, 0-10V input control signal, TEAO fan motors, Microchannel all aluminum condenser coil, Factory shipped with basic environment guard on coils, additional "Energy Guard" coating before delivery to location. Factory mounted Non-fused Disconnect, Single Point Power Connection, Factory mounted 115V control transformer, Service isolation valves, Suction and Discharge pressure readout kit, High Ambient Kit for operation up to 125°F, V-guard panels, Low sound/noise fans, Remote chilled water temperature reset, BAS interface card, BacNet / N2 / Modbus /LON protocol.

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

N/A

This proposal DOES NOT include:

Sales Tax

Labor and or Material not specifically described above is excluded from this proposal.

Unless otherwise stated, and all overtime is excluded from this proposal.

Applicable taxes or special freight charges are excluded from this proposal.

Water Treatment of any kind.

Control Work of any kind.

Painting of any kind.

Individual System Circuit Breakers.

Compressor sound blankets.

Dual point power connection.

Connecting chiller controls is not included in this proposal.

Any and all electrical work is not included in this proposal.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Jun. 01, 2019

City of Deer Park

Johnson Controls, Inc.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **SCHEDULE.** JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

11. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.
14. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

Unit Tag	Qty	Model No	Net Cooling Capacity (ton.R)	Nominal Voltage	Refrigerant Type
CH-1	1	YLAA0101HE46XFBMBTX	99.11	460-3-60.0	R410A

PIN:								
YLAA0101HE	46XFBMBTXH	SXBLXCXX44	SEXXXXHXXX	XAXGTXXBXX	XVXNB1XXL5			
....5...105...205...305...405...505...605...705...805...90

Evaporator Data		Evaporator Data (Cont.)		Performance Data	
EWT (°F)	54.00	Fluid Volume (USGAL)	8.771	EER (Btu/W·h)	10.14
LWT (°F)	44.00	Min. Flow Rate (USGPM)	99.86	IPLV.IP (Btu/W·h)	16.82
Design Flow Rate (USGPM)	236.6	Max. Flow Rate (USGPM)	400.1		
Evap. Press. Drop (ft H2O)	9.61				
Fluid	Water	Condenser Data		Physical Data	
Strainer Press. Drop (ft H2O)	0.000	Ambient Temp. Design (°F)	95.0	Rigging Wt. (lb)	5842
Ext. Kit Press. Drop (ft H2O)	0.000	Altitude (ft)	0.000	Operating Wt. (lb)	5915
Total Press. Drop (ft H2O)	9.61	Compressor Type	Scroll - Hermetic	Refrigerant Charge (lb)	110
Fouling Factor (h.ft².F/Btu)	0.000100				

Electrical Data				
Circuit	1	2	3	4
Compressor RLA	33 / 33	33 / 33		
Fan QTY/FLA (each)	2 / 4	4 / 4		
High LRA Current	239 / 239	239 / 239		

Multi Point				
Min. Circuit Ampacity	104	135		
Max. Inverse Time CB Rating	125	175		
Max. Dual Element Fuse Size (A)	125	175	Operating Condition Electrical Data	
Unit Short Circuit Withstand (STD)	5 [kA]		Compressor kW	107.3
Wires Per Phase	2 + 1		Total Fan kW	10.08
Wire Range (Lug Size)	#3/0 AWG - 250 kcmil + 250 - 500 kcmil		Total kW	117.3
Starter Type	Across The Line		Total kW with Hydrokit Power	132.3

Notes:

Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Using Vapor Compression Cycle Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org. Auxiliary components included in total kW - Oil heaters, Chiller controls. Auxiliary power is already included in the compressor and fan power



Compliant with the requirements of the LEED Energy and Atmosphere Enhanced Refrigerant Management Credit (EAc4).

Part Load Rating Data				
Stage	Ambient (°F)	Capacity (ton.R)	Total kW	Unit Efficiency
1	95.0	99.11	117.3	10.14
2	89.4	89.79	93.41	11.53
3	74.5	65.27	50.35	15.56
4	66.3	51.70	33.78	18.37
5	55.0	16.18	9.140	21.25

Sound Power Levels (In Accordance with AHRI 370)										
Stage	Ambient (°F)	63 Hz (dB)	125 Hz (dB)	250 Hz (dB)	500 Hz (dB)	1 kHz (dB)	2 kHz (dB)	4 kHz (dB)	8 kHz (dB)	LWA
1	95.0	98	97	93	93	90	87	83	87	95
2	89.4	97	96	92	92	89	86	82	86	94
3	74.5	92	91	87	88	85	83	78	83	90
4	66.3	89	88	84	85	83	81	77	81	88
5	55.0	81	80	76	78	75	77	69	77	82

Note: Unit is equipped with Low Sound Fans with VSD Control.

Performance at AHRI Conditions					
Evaporator Data		Condenser Data		Performance Data	
EWT (°F)	54.00	Ambient Temp. (°F)	95.0	EER (Btu/W·h)	10.14
LWT (°F)	44.00	Altitude (ft)	0.000	IPLV.IP (Btu/W·h)	16.82
Flow Rate (USGPM)	236.6			Net Cooling Capacity (ton.R)	99.11
Pressure Drop (ft H ₂ O)	9.61				
Fluid	Water				
Fouling Factor (h.ft ² .F/Btu)	0.000100				
Fluid Volume (USGAL)	8.771				

Note: Unit rated at design condition capacity.



Legislation Details (With Text)

File #: GRT 19-003 **Version:** 1 **Name:**
Type: Grants **Status:** Agenda Ready
File created: 5/15/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Consideration of and action on the application submission and approving the acceptance of a grant through the Bulletproof Vest Partnership Grant Act.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Consideration of and action on the application submission and approving the acceptance of a grant through the Bulletproof Vest Partnership Grant Act.

The Bulletproof Vest Partnership Grant Act helps law enforcement agencies improve the safety of officers through the acquisition of body armor. The program pays up to 50% of the total cost of approved vest purchases. Currently, more than 1,600 vests makes and models meet the standards for grant coverage. We expect to recover \$7,012.50 in the 2019/2020 budget.

Summary:

The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique United States Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

Since 1999, the BVP program has reimbursed more than 13,000 jurisdictions, a total of \$447 million in federal funds for the purchase of over one million vests (1,312,281). BVP is a critical resource for state and local jurisdictions that saves lives. Based on data collected and recorded by BJA staff, in FY 2012, protective vests were directly attributable to saving the lives of at least 33 law enforcement and corrections officers, in 20 different states, an increase 13.7% over FY 2011. At least 13 of those life-saving vests had been purchased, in part, with BVP funds. The Office of Justice Programs' Bureau of Justice Assistance (BJA) administers the BVP Program.

The Police Department will be applying for seventeen (17) pieces of body armor next year.

Fiscal/Budgetary Impact:

Funds granted by the Department of Justice will reduce the cost of purchasing Police body armor by 50%. The total cost of purchasing Seventeen vests is \$14,025.00 The City of Deer Park will incur a total cost of \$7,012.50.

Recommend City Council approval for the Police Department to apply for and accept a grant through the Bulletproof Vest Partnership Grant Act.



Legislation Details (With Text)

File #: PUR 19-011 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 5/14/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Consideration of and action on authorization to purchase services from SKE Construction, LLC, through the Buy Board Cooperative Purchasing Program to perform paving at the Water /Sewer Building - Phase 2.
Sponsors: Public Works
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Consideration of and action on authorization to purchase services from SKE Construction, LLC, through the Buy Board Cooperative Purchasing Program to perform paving at the Water /Sewer Building - Phase 2.

Summary:

This project consists of driveway paving and sidewalk. This project is to finish the paving around to the back of the Water/Sewer building to allow the trucks better access for maintenance and loading.. The services for this Project will be purchased through the Buy Board Cooperative Purchasing Program using SKE Construction, LLC. The total price for this project is \$98,621.42.

Fiscal/Budgetary Impact: This project will be funded through General Fund 501 Water Maintenance



Legislation Details (With Text)

File #: PUR 19-009 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 5/14/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Consideration of and action on authorization to purchase Phase 2 and Phase 3 of the Whelen Outdoor Siren System Upgrade from Crosspoint Communications through the BuyBoard Cooperative Purchasing Program and authorizing the use of the Assigned Fund Balance.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [Deer Park Phase 23 Cabinet Upgrade BB 5.13.19](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Consideration of and action on authorization to purchase Phase 2 and Phase 3 of the Whelen Outdoor Siren System Upgrade from Crosspoint Communications through the BuyBoard Cooperative Purchasing Program and authorizing the use of the Assigned Fund Balance.

Summary:

The City of Deer Park operates 10 outdoor warning sirens located throughout the community. This system is an aging system with most of the siren sites in excess of 15 years old (some are over 20 years old). Newer technology is available which will afford the City's emergency dispatch center with real-time visibility of each site's status and will provide greatly enhanced system reliability. The older technology has been quite problematic in recent years, with varying levels of performance effectiveness and reliability.

This purchase will complete the "front panel upgrade" of all the outdoor warning sirens in Deer Park. The first phase (including the dispatch equipment and three of the 10 sites) has already been funded by the Deer Park Local Emergency Planning Committee (LEPC). The LEPC is planning to fund the remaining phases over the next two calendar years, but their budget will not allow all three phases to be completed in a single year. The implementation of Phases 2 and 3 would allow the remaining seven siren sites to be upgraded now, completing the project in a more timely manner.

This could be accomplished through the use of fund balance assigned for disaster response/repair. The LEPC will then reimburse the City of Deer Park over the next two years with those funds to be designated as assigned fund balance to restore that balance to the current \$816,000.00.

This project will be completed by Crosspoint Communications through the BuyBoard Cooperative Purchasing Program, Contract #524-17.

The total project cost is \$ 112,590.19.

Fiscal/Budgetary Impact:

Fund balance assigned for disaster response/repair will be utilized to fund this project, and the total cost of \$112,590.19 will then be reimbursed over the next 2 years by the LEPC. At the time of payment, the monies will be returned to assigned fund balance for disaster response/repair.

Staff recommends approval.



501 Duncan Perry Rd
Arlington, TX 76011
Phone: (877) 730-4339

Texas · Colorado · Arizona

QUOTATION Q-09207

Bill To:
Deer Park City of
710 East San Augustine PO Box 700
Deer Park, Texas 77536
United States

Ship To:
Deer Park City of
710 East San Augustine PO Box 700
Deer Park, Texas 77536
United States

Contact: Robert Hemminger
Phone:
Mobile:
Email: rhimminger@deerparktx.org

Date:
5/10/2019 8:07 AM

Pricing Valid for 30 Days

Terms:
Net 30

Qty	Item #	Description	Unit Price	Ext Price
5	CAB2905A	WPS2905 Cabinet Upgrade	\$12,237.50	\$61,187.50
2	CAB2909A	WPS2909 Cabinet Upgrade	\$17,375.00	\$34,750.00
7	368014200	SS-10L24V SOLAR CHARGER	\$235.00	\$1,645.00
1	Labor Install	Siren Cabinet Installation	\$11,200.00	\$11,200.00
1	Equipment Rental	Bucket Truck Rental	\$3,807.69	\$3,807.69
TOTAL:				\$112,590.19

Additional Notes: BUY BOARD CONTRACT #524-17

Customer Approval _____

For Financing options including 0% for up to 24 months [click here!](#)

Account Manager: Bo Gossett
Phone:
Mobile: (346) 315-6250
Email: bgossett@crosspointcomm.com

Processing & Handling: \$0.00
Subtotal: \$112,590.19
Tax: \$0.00
Total Quote: \$112,590.19

Sales tax is estimated and will follow the applicable state sales tax rate.

Crosspoint Communications Confidential & Proprietary



Legislation Details (With Text)

File #: ORD 19-043 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 5/16/2019 **In control:** City Council

On agenda: 5/21/2019 **Final action:**

Title: Consideration of and action on an ordinance amending the Fiscal Year 2018-2019 General Fund Budget for the purchase of real property.

Sponsors: Public Works

Indexes:

Code sections:

Attachments: [Ord - Amend Budget FY19 Land FS #2](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Consideration of and action on an ordinance amending the Fiscal Year 2018-2019 General Fund Budget for the purchase of real property.

Summary:

Fiscal/Budgetary Impact: At this time, the City has the opportunity to purchase real property for the purpose of one day constructing a new Fire Station #2. This property, located at 518 E. Pasadena Boulevard, is owned by Kit S. Maybin and Charles M. Maybin and is described as Lot 16A, Deer Park Overlots, Harris County, Texas.

It is necessary to amend the Fiscal Year 2018-2019 General Fund budget in the amount of \$265,000.00 to accommodate this transaction, to be funded by the unassigned fund balance of the General Fund.

Fiscal Budget Impact:

Increase the Fiscal Year 2018-2019 General Government budget for the amount of \$265,000.00 for the purchase of real property for the future construction of a new Fire Station #2 (Account 010-105-4901, Land and Land Rights) to be funded by the unassigned fund balance of the General Fund, which is available for this purpose.

Approve the ordinance amending the Fiscal Year 2018-19 General Fund Budget for the purchase of real property.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2018-2019 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED.

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

I.

That the City of Deer Park's budget for the fiscal year ending September 30, 2019 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

II.

That the City has the opportunity to purchase real property for the purpose of one day constructing a new Fire Station #2.

III.

That the real property, located at 518 E. Pasadena Boulevard and described as Lot 16A, Deer Park Overlots, Harris County, Texas, is owned by Kit S. Maybin and Charles M. Maybin.

IV.

That the real property located at 518 E. Pasadena Boulevard and described as Lot 16A, Deer Park Overlots, Harris County, Texas, is available for sale in the amount of \$265,000.00.

V.

That the City recommends the purchase of the real property located at 518 E. Pasadena Boulevard and described as Lot 16A, Deer Park Overlots, Harris County, Texas, for the purpose of one day constructing a new Fire Station #2.

VI.

That, if approved, it is necessary to amend the budget for the fiscal year ending September 30, 2019 to appropriate an additional \$265,000.00 for the purchase of the real property located at 518 E. Pasadena Boulevard and described as Lot 16A, Deer Park Overlots, Harris County, Texas.

VII.

That funding for the amendment to the expenditures of the adopted budget for the fiscal year ending September 30, 2019 will include the total amount of \$265,000.00 from the unassigned fund balance of the General Fund, which is available for this purpose.

VIII.

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2019, be, and the same is hereby, in all respects finally approved and amended as so described and shall be, and is hereby, filed with the City Secretary of said City.

IX.

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

X.

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

XI.

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

XII.

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 _____, 2019 **by a vote of** _____ **“Ayes” and** _____ **“Noes”.**

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: AGR 19-019 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 5/14/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Consideration of and action on an assignment of the Contract of Sale of Real Property.
Sponsors: City Manager's Office
Indexes:
Code sections:
Attachments: [Assignment of Sale \(May 19\)](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Consideration of and action on an assignment of the Contract of Sale of Real Property.

Summary:

With this action, Council is approving an assignment of contract of sale with Mr. Troy Cothran, and reimbursing related expenses of \$4,000. The purpose of this is to accept via assignment the contract for the purchase of real property owned by Kit S. Maybin and Charles M. Maybin described as Lot 16A, Deer Park Overlots, Harris County, Texas. The City is interested in purchasing this parcel of property located at 518 E. Pasadena Boulevard for the purposes of one day constructing a new Fire Station #2.

Fiscal/Budgetary Impact:

The total cost is \$4,000, which includes the option fee of \$2,000 and earnest money of \$2,000.

Approval is recommended.

ASSIGNMENT OF CONTRACT OF SALE

This Assignment of Contract of Sale (this "Assignment") is entered into by and between **TROY COTHRAN** ("Assignor"), and **THE CITY OF DEER PARK, TEXAS** ("Assignee").

WHEREAS, Assignor and **KIT S. MAYBIN and CHARLES M. MAYBIN** ("Seller"), entered into that certain Unimproved Contract dated effective as of April 18, 2019 (the "Contract"), for the purchase and sale of real property described as Lot 16A, Deer Park Outlots, Harris County, Texas (the "Property"), which Contract is attached hereto as Exhibit "A" and made a part hereof for all purposes; and

WHEREAS, Assignor has agreed to assign to Assignee and Assignee has agreed to accept Assignor's right, title and interest in and to the Contract;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Contract. Assignor hereby warrants and represents that the Contract has not been amended or modified except as set forth in Exhibit "A".

Assignee hereby assumes all of Assignor's obligations under the Contract, and agrees to defend, indemnify and hold harmless Assignor from and against all claims, fines, judgments, settlements, damages, losses, costs, expenses and attorneys' fees arising out of, resulting from or related in any way whatsoever to the obligations under the Contract assumed by Assignee.


Notwithstanding the foregoing, if Assignee elects not to purchase the Property under the Contract, then Assignee shall reassign the Contract to Assignor, all on or before the date for closing, whereupon Assignee shall have no further liability to Assignor. If Assignee closes the purchase of the Property under the Contract, Assignee shall reimburse Assignor for the earnest money and extension fees paid by Assignor prior to the closing.

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment as of the _____ day of May, 2019.

ASSIGNOR:

ASSIGNEE:

THE CITY OF DEER PARK, TEXAS



TROY COTHRAN

By: JAY STOKES
Title: CITY MANAGER

The undersigned Seller has joined into the attached Assignment of Contract of Sale to evidence its approval for the assignment of the Contract from Assignor to Assignee and any assignment of the Contract from Assignee back to Assignor, all as provided on the attached Assignment of Contract of Sale.

OWNER:

KIT S. MAYBIN

CHARLES M. MAYBIN



Legislation Details (With Text)

File #: APT 19-002 **Version:** 1 **Name:**
Type: Appointment **Status:** Agenda Ready
File created: 5/8/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Consideration of and action on the appointment of members of various City of Deer Park committees.
Sponsors: Jerry Mouton Jr.
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Consideration of and action on the appointment of members of various City of Deer Park committees.

Summary:

With the departure of former City Councilman Thane Harrison, and arrival of new Councilman T.J. Haight, Mayor Mouton recommends the changes to various City committees, as noted below:

Board & Commissions Selection Committee

Rae Sinor becomes Chair of Committee

Sherry Garrison replaces Thane Harrison

Finance Committee

T.J. Haight replaces Thane Harrison

Architecture/Engineering Committee

T.J. Haight replaces Thane Harrison

Compensation Committee

Sherry Garrison replaces Thane Harrison

Fiscal/Budgetary Impact:

N/A

Approval is recommended.



Legislation Details (With Text)

File #: RES 19-151 **Version:** 1 **Name:**
Type: Resolution **Status:** Agenda Ready
File created: 4/23/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Consideration of and action on a resolution to seek and accept a Walmart Foundation Community Grant.

Sponsors:

Indexes:

Code sections:

Attachments: [Community Grant Guidelines](#)
[ERAD sample report](#)
[5th Circuit Court Fourth Amendment Ruling 2016](#)
[ERAD Intel Departmental Proposal Deer Park PD](#)
[Community MOU](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Consideration of and action on a resolution to seek and accept a Walmart Foundation Community Grant.

Payment card fraud is rampant across the United States. Criminals who once made a living selling narcotics and handling stolen goods have discovered stealing credit cards and laundering money with prepaid cards is an easier, more lucrative and low-risk business. Plastic cards have become the preferred method for moving illegal funds. Criminals skim card information from unknowing consumers, or buy stolen credit and debit card numbers on the Dark Web. They then transfer this info to other plastic cards, such as hotel room keys or even legitimate credit and bank debit cards. This makes detection and interrogation nearly impossible. Without the proper tools to investigate and confiscate the funds from these plastic cards, criminals keep the money from prepaid cards and continue their illicit operations.

ERAD - Electronic Recovery and Access to Data software will allow Police Department personnel to quickly detect fraudulent credit cards, identify information encoded on cards, and freeze illicit funds.

Summary:

Presentation of and action on the seeking and accepting a Walmart Foundation Community Grant.

Fiscal/Budgetary Impact:

Grant will be awarded for \$3,000 to cover the cost of the E.R.A.D. software for 1 year. The cost for subsequent years will be put into the Police Department's budget provided the first year is a success.

Approve Resolution.

[Our Focus](#) [Apply For Grants](#) [Associate Scholarships](#) [Our Volunteers](#) [International Giving](#)

Community Grant Guidelines

Overview

- Community Grants range from a minimum of **\$250** to the maximum grant of **\$5,000**.
- Organizations must submit an [online application](#) to be considered for funding.
- The 2019 grant cycle begins **Feb. 15, 2019** and the application deadline is **Dec. 31, 2019**.
- Applications may be submitted at any time during this funding cycle. Please note that applications will only remain active in our system for 90 days, and at the end of this period they will be automatically rejected.
- Organizations may only submit and/or receive 25 applications.
- Grant funds may not be used to promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis

of race, national origin, religion, military and veteran status, disability, sex, age, gender identity or sexual orientation, or support of any entity that engages in these activities.

Eligibility Checklist

Organizations applying must meet the one of following criteria:

- An organization holding a current tax-exempt status under Section 501(c)(3), or (19) of the Internal Revenue Code, listed on the IRS Master File and conduct activities within the United States;
 - Excluding nationally sponsored organizations: American Cancer Society, American Diabetes Association, American Heart Association, Children's Miracle Network and United Way
- A recognized government entity: state, county, or city agency, including law enforcement or fire departments, that are requesting funds exclusively for public purposes;
- A K-12 public or private school, charter school, community/junior college, state/private college or university; or
- A church or other faith-based organization with a proposed project that benefits the community at large such as food pantries, soup kitchens, clothing closets, etc.

Areas of Funding

There are 8 areas of funding for which an organization can apply. Please review the areas listed below to ensure your organization's goals fall within one of these areas.

- Hunger relief and healthy eating: Providing Federal or charitable meals/snacks for low income individuals and families in the United States
- Health and human service: Providing medical screening, treatment, social services, or shelters for low income individuals and families in the United States
- Quality of life: Improving access to recreation, arts or cultural experiences for low income individuals and families in the United States
- Education: Providing afterschool enrichment, tutoring or vocational training for low income individuals and families in the United States
- Community and economic development: Improving local communities for the benefit of low income individuals and families in the United States
- Diversity and Inclusion: Fostering the building of relationships and understand among diverse groups in the United States
- Public Safety: Supporting public safety programs through training programs or equipment in the United States
- Environmental sustainability: Preventing waste, increasing recycling or supporting other programs that work to improve the environment in the United States

Selection Process

- Management at the facility to which you are applying will review the application and make initial funding recommendations on all submitted requests. The deadline for manager review is Jan 4, 2019.
- Each facility manager may set the frequency and process in which application determinations are made.
- The facility manager and the grant administrator reserve the right to adjust the amount awarded to each organization without prior notice.
- Organizations will be notified of any decision via e-mail. All funding decisions are final.
- If an organization is approved, grant checks will be mailed directly to the recipient organization's address listed in the grant application. Please allow two to four weeks for delivery.
- In the event of being awarded a grant, organizations should contact their local facility from which funds were awarded to schedule a formal recognition event.

All grant applications are made subject to Walmart's review of the organization's reputation and activities and the organization's agreement to comply with Walmart's terms and conditions. Walmart reserves the right to decline funding to any organization based on Walmart's review of the organization's reputation and activities.

[^ top](#)



.Excited to see @eddesignlab's new #UpSkillSA design challenge with @goodwillsa + @PACPR (@Alamocolleges1) announce... <https://t.co/kGz7SkJgSD>

BY WALMART GIVING
11:11AM MAY 02, 2019

As @UNCF marks an incredible milestone, long-standing funding partner @WalmartGiving awarded a total grant of \$1,500,000 over...

BY WALMART GIVING
8:55AM MAY 02, 2019

#leadingtogether <https://t.co/BHXZGlxdDw>

BY WALMART GIVING
12:52PM MAY 01, 2019

Follow @WalmartGiving

[Our Focus](#) [Apply For Grants](#) [Associate Scholarships](#) [Our Volunteers](#) [International Giving](#)


Subscribe

Stay up to date with our latest news

Enter email address

Subscribe

© 2019 Wal-Mart Stores, Inc.

	A	B	C	D	E	F	G	H	I	J	K	L
1												
2												
3	Case Balance Report											
4						Printed on:	11/3/2017 2:40 PM					
5	ERAD					User ID:	Steve Beckerman 1.0					
6	119 Leabrook Circle					Assigned User ID:	Chandler Reynolds					
7	Madison, AL 35758											
8												
9												
10	Case #: UploadTest10317											
11	Issuer	Card Name	Card Number	Entry Method	Type	Category	Brand	Orig. Balance	Current Balance	Status	Balance Updated	Notes
12	Chase Bank USA, National Association		414740xxxxx2890	[U]	CREDIT	CLASSIC	VISA			Entered		212
13	Wells Fargo Bank, National Association	ALLEN, WILFREDO	434256xxxxx0060	[U]	DEBIT	CLASSIC	VISA			Entered		Imported from Card_Test_File_100217.xlsx
14	METABANK	SEARCY, BRANDON	511321xxxxx1085	[M]	DEBIT	PREPAID	MASTERCARD			Declined		Imported from Card_Test_File_100217.xlsx
15	Grow Financial Federal Credit Union	JONES, JOHN	470103xxxxx6912	[M]	CREDIT	REWARDS	VISA			Entered		
16	METABANK	Marquis williams	511321xxxxx5166		DEBIT	PREPAID	MASTERCARD			Declined		
17	American Express	YOU, A GIFT FOR	374327xxxxx4916	[M]	DEBIT	PREPAID	AMERICAN EXPRESS	\$47.33	\$47.33	Success	10/29/2017 3:29 PM	
18	Sunrise Banks, National Association	07675009721\$02500\$	403446xxxxx9818	[M]	DEBIT	GIFT	VISA	\$13.98	\$13.98	Success	10/29/2017 3:29 PM	
19	American Express	YOU, A GIFT FOR	374327xxxxx6587	[M]	DEBIT	PREPAID	AMERICAN EXPRESS	\$10.50	\$10.50	Success	10/29/2017 3:29 PM	
20								\$71.81	\$71.81			

**IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

No. 15-50788

United States Court of Appeals
Fifth Circuit

FILED

October 13, 2016

Lyle W. Cayce
Clerk

UNITED STATES OF AMERICA,

Plaintiff - Appellee

v.

COURTLAND LENARD TURNER,

Defendant - Appellant

Appeal from the United States District Court
for the Western District of Texas

Before WIENER, CLEMENT, and COSTA, Circuit Judges.

GREGG COSTA, Circuit Judge:

The central issue in this case is whether a law enforcement officer's scanning of the magnetic stripe on the back of a gift card is a search within the meaning of the Fourth Amendment. We join two other circuits in holding that it is not.

I.

Defendant Courtland Turner was riding in a car driven by Roderick Henderson that was pulled over for lacking a visible license plate light. Henderson failed to show the officer a valid driver's license, providing him instead with a Texas identification card. Turner likewise provided the officer with an identification card.

No. 15-50788

The officer retreated to his patrol car to conduct a records check and verify Turner's and Henderson's identities. In doing so, he discovered that Turner had an active arrest warrant for possession of marijuana. As a result, the officer asked Turner to exit the vehicle; he complied. As Turner exited the vehicle, the officer observed an opaque plastic bag partially protruding from the front passenger seat. It appeared to the officer that someone attempted to conceal the bag by pushing it under the seat.

After placing Turner in the patrol car while dispatch confirmed the warrant, the officer asked Henderson what was inside the bag. Henderson handed the officer the bag and said that "we"—apparently referring to Turner and himself—purchased gift cards. The officer opened the bag and saw approximately 100 gift cards. He then asked Henderson whether he had any receipts for the gift cards. Henderson responded that he did not and that "we" bought the gift cards from another individual who sells them to make money.

After conferring with other officers about past experiences with stolen gift cards, the officer seized the gift cards as evidence of suspected criminal activity. Henderson was ticketed for failing to display a driver's license and signed an inventory sheet that had an entry for 143 gift cards. Turner was arrested pursuant to his warrant.

The officer, without obtaining a search warrant, swiped the gift cards with his in-car computer. Unable to make use of the information shown, the officer turned the gift cards over to the Secret Service. A subsequent scan of the gift cards revealed that at least forty-three were altered, meaning the numbers encoded in the card did not match the numbers printed on the card. The investigating officer also contacted the stores where the gift cards were purchased—a grocery store and a Walmart in Bryan, Texas. The stores provided photos of Henderson and Turner purchasing gift cards.

No. 15-50788

Turner was charged with aiding and abetting the possession of unauthorized access devices. He moved to suppress evidence of the gift cards, challenging both the roadside seizure of the cards and the subsequent examination of the magnetic stripes. The district court denied Turner's motion, finding that, although Turner had standing to seek suppression, there was no constitutional violation because (1) Henderson provided consent for the seizure of the gift cards and (2) the later examination of the cards did not constitute a search. Turner entered a conditional guilty plea, reserving his right to appeal the suppression ruling.

II.

“When examining a district court's ruling on a motion to suppress, we review questions of law de novo and factual findings for clear error.” *United States v. Hearn*, 563 F.3d 95, 101 (5th Cir. 2009). We view the evidence in the light most favorable to the prevailing party, *United States v. Hernandez*, 279 F.3d 302, 306 (5th Cir. 2002), and may “affirm the district court's ruling . . . based on any rationale supported by the record.” *United States v. Waldrop*, 404 F.3d 365, 368 (5th Cir. 2005).

As the party seeking suppression, Turner “has the burden of proving, by a preponderance of the evidence, that the evidence in question was obtained in violation of his Fourth Amendment rights.” *United States v. Smith*, 978 F.2d 171, 176 (5th Cir. 1992) (citing *Rakas v. Illinois*, 439 U.S. 128, 131 n.1, 133–34 (1978)). That burden includes establishing standing to contest the evidence, *United States v. Iraheta*, 764 F.3d 455, 460–61 (5th Cir. 2014), and showing that the challenged government conduct constitutes a Fourth Amendment search or seizure. *Smith*, 978 F.2d at 176.

III.

We agree with the district court that Turner may challenge the seizure of the gift cards. He jointly possessed the cards with Henderson, and the bag

No. 15-50788

containing them was found underneath where he was sitting. *See Iraheta*, 764 F.3d at 461–62 (explaining that passengers of a vehicle have standing to challenge seizure of their luggage); *United States v. Miller*, 608 F.2d 1089, 1101 (5th Cir. 1979) (treating a plastic portfolio as personal luggage subject to Fourth Amendment search requirements).¹

Turner agrees that by handing the bag to the officer in response to his question about its contents, Henderson consented to the officer’s initial seizure of, and look inside, the bag. But he disagrees with the district court’s conclusion that Henderson’s consent extended to the officer’s taking permanent possession of the gift cards. We need not resolve this dispute over the scope of Henderson’s consent, because we find another lawful basis for the seizure of the gift cards.

The taking of physical items like gift cards is a seizure that requires either a warrant or some other justification that renders such an intrusion reasonable under the Fourth Amendment. *See United States v. Paige*, 136 F.3d 1012, 1022 (5th Cir. 1998). One situation in which a warrant may not be required occurs when police “seize evidence in plain view.” *Arizona v. Hicks*, 480 U.S. 321, 326 (1987) (emphasis omitted) (quoting *Coolidge v. New Hampshire*, 403 U.S. 443, 465 (1971)). For a plain-view seizure to be lawful, the officer must have had lawful authority to be in the location from which he viewed the evidence, and the incriminating nature of the item must be “immediately apparent.” *Horton v. California*, 496 U.S. 128, 136 (1990) (quoting *Coolidge*, 403 U.S. at 466). As the officer obviously had authority to be standing on the side of the road when he observed the gift cards (the lawful authority requirement typically arises when the police observe the item while

¹ The government challenges Turner’s “standing” to contest only what it views as Henderson’s consent to the seizure of the gift cards. As we find the seizure lawful under the plain-view exception rather than as a matter of consent, we need not decide this question.

No. 15-50788

inside a home), Turner contests only whether it was immediately apparent that the cards were instrumentalities of a crime.

“The incriminating nature of an item is immediately apparent if the officers have probable cause to believe that the item is either evidence of a crime or contraband.” *United States v. Buchanan*, 70 F.3d 818, 826 (5th Cir. 1996). To have probable cause, “it is not necessary that the officer know that the discovered res *is* contraband or evidence of a crime, but only that there be ‘a “practical, nontechnical” probability that incriminating evidence is involved.’” *United States v. Espinoza*, 826 F.2d 317, 319 (5th Cir. 1987) (quoting *Texas v. Brown*, 460 U.S. 730, 742–43 (1983)). When reviewing probable cause determinations, we “consider the totality of the circumstances—including the officers’ training and experience as well as their knowledge of the situation at hand.” *Buchanan*, 70 F.3d at 826.

The circumstances here were as follows: the plastic bag contained approximately 100 gift cards and appeared to have been concealed under the front passenger seat. Henderson admitted not having receipts for the gift cards and further stated that he and Turner purchased the gift cards from an individual who sells them for a profit. The officer, upon learning this, conferred with other officers who had experience with large numbers of gift cards being associated with drug dealing, fraud, and theft. We conclude that these facts support probable cause to believe the gift cards were contraband or evidence of a crime. *See United States v. Watson*, 273 F.3d 599, 602 (5th Cir. 2001) (describing probable cause as a “fair probability” that a crime occurred, which is “more than a ‘bare suspicion’ but less than a preponderance of the evidence” (quoting *United States v. Garcia*, 179 F.3d 265, 269 (5th Cir. 1999))).

Turner counters that a finding of probable cause is at odds with the officer’s view that during the stop there was insufficient evidence to arrest Henderson for a gift card crime. This does not control our inquiry for a couple

No. 15-50788

reasons. The existence of probable cause is an objective one that does not turn on the subjective beliefs of an officer. And even if the officer's view was a reasonable assessment of the evidence, he could seize the gift cards so long as there was probable cause to believe they were evidence of a crime, even if that crime could not yet be tied to a particular suspect.

IV.

Having concluded that the gift cards were lawfully seized, we must decide whether it was lawful for law enforcement to scan the magnetic stripes on the cards to see the information encoded therein.

Once seized, most items do not give rise to a separate Fourth Amendment search inquiry. Think of a firearm or a marijuana plant. The evidentiary value of those items is the object itself, so seizing them is all law enforcement needs to do. Some items, however, conceal other items. Even when law enforcement lawfully seizes a suitcase, for example, it still needs a warrant (or some other recognized justification) to open it. *United States v. Place*, 462 U.S. 696, 699–700 (1983). That is because, in addition to the Fourth Amendment possessory interest a person has in a suitcase, there is an additional Fourth Amendment privacy interest in its contents.

When it comes to technology that allows law enforcement to obtain information embedded in an item, it can be more difficult to determine whether there is a separate privacy interest located within an item that already enjoys constitutional protection from unlawful seizure. Such a privacy interest exists in the electronic contents of computers and cell phones. *See Riley v. California*, 134 S. Ct. 2473, 2485 (2014).² Yet, other applications of technology that reveal

² There was no dispute in *Riley* that reviewing the contents of a cell phone involved a search. At issue was only whether such a search was permissible without a warrant when conducted during an arrest. *Riley*, 134 S. Ct. at 2493 (holding that search-incident-to-arrest doctrine does not extend to search of cell phone).

No. 15-50788

information not visible to the naked eye—for example, using a special light to detect ultraviolet ink on currency or examining the metadata located within an electronic image already in the lawful possession of the government—have not been thought to constitute a search. *See United States v. Post*, 997 F. Supp. 2d 602, 606 (S.D. Tex. 2014); *United States v. Medina*, No. 09-20717-CR, 2009 WL 3669636, at *10 (S.D. Fla. Oct. 24, 2009), *report and recommendation adopted in part, rejected in part sub nom. United States v. Duarte*, No. 09-20717-CR, 2009 WL 3669537 (S.D. Fla. Nov. 4, 2009). What about the information encoded in the magnetic stripe³ on the back of gift cards?

A Fourth Amendment privacy interest is infringed when the government physically intrudes on a constitutionally protected area or when the government violates a person’s “reasonable expectation of privacy.” *United States v. Jones*, 132 S. Ct. 945, 949–50 (2012). Although technology can sometimes involve the former, *see id.* at 949 (finding that placement of a GPS tracking device on a car amounted to an unlawful trespass), it more often involves the latter. Indeed, the “reasonable expectation of privacy” approach arose from wiretapping. *See Katz v. United States*, 389 U.S. 347 (1967).

Turner argues that scanning the gift cards amounted to a search under the “reasonable expectation of privacy” inquiry. That requires “first that a person have exhibited an actual (subjective) expectation of privacy and, second, that the expectation be one that society is prepared to recognize as ‘reasonable.’” *Katz*, 389 U.S. at 361 (Harlan, J., concurring). The reasonableness of an expectation of privacy turns on “our ‘societal understanding’ about what deserves ‘protection from government invasion.’”

³ Some courts have referred to magnetic stripes as “magnetic strips.” The technical term is magnetic stripe. *See Magnetic Stripe Technology*, IBM, <http://www-03.ibm.com/ibm/history/ibm100/us/en/icons/magnetic/> (last visited Oct. 5, 2016) (“The magnetic stripe . . . was the catalyst that accelerated the proliferation of the global credit card industry, which now handles US\$6 trillion in transactions per year.”).

No. 15-50788

Smith, 978 F.2d at 177 (quoting *Oliver v. United States*, 466 U.S. 170, 178 (1984)). Analogizing to the cell phones the Supreme Court discussed in *Riley*, Turner contends that society recognizes as reasonable an expectation of privacy in a gift card's magnetic stripe because it is an electronic storage device that contains personal information.

At this point, it is helpful to describe the electronic information encoded in the typical gift card. The record lacks much detail about this, a deficiency that hurts Turner as he bears the burden of establishing a privacy interest. Useful information can be found, however, in other cases addressing whether scanning credit or gift cards amounts to a search. One such court has explained that the typical magnetic stripe has “three data strips which hold only 79 alphanumeric characters, 40 numeric characters, and 107 numeric characters, respectively.” *See United States v. Bah*, 794 F.3d 617, 633 (6th Cir. 2015). For credit cards, most of which have more information than a gift card, that limited space usually contains the “account number, a bank identification number, the card's expiration date, a three digit ‘CSC’ code, and, at times, the cardholder's first and last name.” *Id.* at 630. Of course, it is the issuing institution, not card users, that initially codes and stores this information on the magnetic stripe. *See United States v. Alabi*, 943 F. Supp. 2d 1201, 1279 (D. N.M. 2013). Users do have the ability to re-encode the cards,⁴ but need an uncommon device to do so.⁵ *See id.* at 1284. The time and expense it takes to purchase and use a re-encoding device to change at most a few lines of

⁴ At least for credit cards, some user agreements prohibit tampering with cards. *See Alabi*, 943 F. Supp. 2d at 1215–16; *HSBC Credit Card Agreement Terms*, HSBC BANK, http://www.hsbc.co.uk/1/PA_esf-ca-app-content/content/pws/content/personal/pdfs/hsbc-bank-credit-card-tcs.pdf (last visited Sept. 29, 2016).

⁵ *See Deftun MSR606 HiCo Magnetic Stripe Card Reader Writer Encoder*, AMAZON.COM, <https://www.amazon.com/Deftun-MSR606-Magnetic-Stripe-Encoder/dp/B006RE896K> (last visited Oct. 5, 2016) (listing price at \$299.99).

No. 15-50788

characters means it will rarely be worth doing for a lawful purpose. *Id.* at 1284–85; *Bah*, 794 F.3d at 632; *United States v. DE L’Isle*, 825 F.3d 426, 432–33 (8th Cir. 2016). The incentive to re-encode exists, however, when a fraudster changes the account number encoded in a gift card to match one with a higher balance than the card he purchased or counterfeited. *See Alabi*, 943 F. Supp. 2d at 1284–85.

A number of these features lead us to conclude that there is no reasonable expectation of privacy in the magnetic stripe of a gift card. For starters, the few lines of characters encoded in a gift card are infinitesimally smaller than the “immense storage capacity” of cell phones or computers. *Riley*, 134 S. Ct. at 2489. The Supreme Court described that capacity as “[o]ne of the most notable distinguishing features of modern cell phones” that had “several interrelated consequences for privacy,” including that “a cell phone collects in one place many distinct types of information—an address, a note, a prescription, a bank statement, a video—that reveal much more in combination than any isolated record.” *Id.*

Even more important is that the vast gulf in storage capacity between gift cards and cell phones reflects their different purposes. A primary purpose of modern cell phones, and certainly of computers, is to store personal information. *See id.* at 2489–91. The purpose of a gift card is to buy something. *See Alabi*, 943 F. Supp. 2d at 1279. The issuer of a gift card places the information on it, which can only be altered using a device that few Americans know about and even fewer own. As one court has put it, “[r]ather than using credit and debit cards to manipulate and store the data contained in the cards’ magnetic strips, individuals and society put to use the magnetic strips by using the data that the issuer encoded on them . . . to facilitate a financial transaction and purchase goods and services.” *Id.* at 1284.

No. 15-50788

Another Fourth Amendment consequence flows from the commercial purpose of gift cards. Unlike cell phones and computers, whose function of storing personal information often results in access being restricted by a password, the *raison d'être* of gift cards means that third party cashiers will often be doing the same swiping that law enforcement did here. *DE L'Isle*, 825 F.3d at 430 (“[T]he purpose of a . . . gift card is to enable the holder of the card to make purchases, and to accomplish this, the holder must transfer information from the card to the seller, which negates an expressed privacy interest.”); *Bah*, 794 F.3d at 633 (“A credit card’s stored information . . . is *intended* to be read by third parties. That is the *only* reason for its existence.” (second emphasis added) (quoting *United States v. Benjamin*, No. 4:14-CR-3089, 2014 WL 5431349, at *11 (D. Neb. Oct. 24, 2014))); *see generally Smith v. Maryland*, 442 U.S. 735 (1979) (discussing the third party doctrine); *United States v. Miller*, 425 U.S. 435 (1976) (same).

We thus join the other courts that have considered this issue and conclude that society does not recognize as reasonable an expectation of privacy in the information encoded in a gift card’s magnetic stripe. *See Bah*, 794 F.3d at 631; *DE L'Isle*, 825 F.3d at 432; *Alabi*, 943 F. Supp. 2d at 1285; *Medina*, 2009 WL 3669636, at *11.

The most recent of those cases, *DE L'Isle*, included a dissent. *See* 825 F.3d at 433–37 (Kelly, J., dissenting). Judge Kelly’s dissent does not actually conclude that scanning a credit card amounts to a search, but instead would have remanded for additional factfinding “on whether there are significant technological barriers to an individual rewriting information on the magnetic stripe of their cards.” *Id.* at 434. Given that our circuit places the burden on the defendant to establish a reasonable expectation of privacy in the item police examined, *see Smith*, 978 F.2d at 176, Turner should have introduced at the suppression hearing any information about the technology that would have

No. 15-50788

helped him meet his burden. In addition, the *DE L'Isle* dissent's concern about credit cards containing new chip technology that has "a storage capacity much greater than that of the old magnetic stripes," *DE L'Isle*, 825 F.3d at 436, does not yet apply to gift cards.⁶

The technology of today will not, however, be the technology of tomorrow. The Supreme Court has noted the need to take account of rapidly evolving capabilities when applying the Fourth Amendment to other Information Age technologies. *See Kyllo v. United States*, 533 U.S. 27, 33–34 (2001) ("It would be foolish to contend that the degree of privacy secured to citizens by the Fourth Amendment has been entirely unaffected by the advance of technology The question we confront today is what limits there are upon this power of technology to shrink the realm of guaranteed privacy."); *Riley*, 134 S. Ct. at 2494–95 ("Modern cell phones . . . [w]ith all they contain and all they may reveal, [] hold for many Americans 'the privacies of life' The fact that technology now allows an individual to carry such information in his hand does not make the information any less worthy of the protection for which the Founders fought."). As other courts deciding this issue have, we thus limit our holding to the gift cards of today, which are not intended to be used for—and rarely are used for—storing information entered by the user. *See Bah*, 794 F.3d at 633 ("Our holding today is limited in scope . . . we do not address hypothetical magnetic strips of the future that may have greater storage capacity and tend to store more private information."); *DE L'Isle*, 825 F.3d at 433 ("There may be an instance, with facts different from this case, where a court reasonably finds a legitimate privacy interest in information contained

⁶ Another difference between gift cards and credit cards is that the magnetic stripes on the latter typically contain identifying information like the cardholder's name and address. *See Bah*, 794 F.3d at 630. Despite that feature, courts have unanimously rejected the argument that the swiping even of credit cards is a Fourth Amendment search.

No. 15-50788

in the magnetic strip of a credit, debit, or gift card.”). And even with the gift cards of today, law enforcement can view the encoded information only after coming into lawful possession of the cards.

* * *

The judgment of the district court is AFFIRMED.



Proposal

May 3, 2019

Lt. Brown
Deer Park PD
2911 Center St
Deer Park, Texas 77536

Mr. Brown,

Thank you for your interest in the ERAD Financial Crime Investigative Solution. The following proposal highlights the program we discussed and the benefits it will bring to the Deer Park PD.

Proposed Solution:

Based on our discussion, I recommend that you initially purchase the ERAD-Intel 2.0 Departmental Solution and later upgrade to our ERAD-Recovery Departmental Solution. This bundled service includes access to the ERAD system, 10 USB magstripe readers, setup, implementation, system training and awareness training for all Law Enforcement personnel in Deer Park PD. **Annual Price is \$3,000.00 per year.**

The ERAD-Intel 2.0 Departmental Solution allows authorized users to read magnetic stripe cards, identify the value of funds associated with prepaid cards and document all the information in concise and easy-to-read reports. Specifically, the ERAD-Intel 2.0 Departmental Solution includes:

- Access to the ERAD-Intel system via a secure web portal or smart phone application for Deer Park PD personnel.
- Personalized web-based awareness, interdiction and system training for all department personnel.
- Department hierarchy and access role privileges to ensure Users only perform functions selected by your department.
- Ability to read virtually any magnetic stripe card to identify stolen credit, debit, and prepaid cards.
- Immediately display critical card issuing financial institution information and law enforcement contact information if the card was previously confiscated by another agency.
- Determine the value associated with Visa, MasterCard, American Express prepaid cards and select Retailer gift cards.
- Generate detailed, confidential, and consistent reports.
- Administrative Access for appropriate personnel to oversee, manage, monitor and report activity at the Department and User level.
- Access to industry experts for expert witness testimony and technical support.
- A library of reference material including sample warrants, relevant case law, training videos and operating policies.
- No cost upgrade to ERAD-Recovery (Contract Required)

Although an ERAD-Recovery contract is required to freeze and seize funds associated with prepaid cards, as a courtesy, ERAD will allow the Deer Park PD to freeze and seize prepaid cards from a single Case. Appropriate written authorization will be required prior to the funds being seized. Your department will also be responsible for all returns, chargebacks and any related fees, including the 5.7% ERAD Service Fee.

Benefits of Using the ERAD-Intel 2.0 Departmental Solution:

- Shortens a process that currently takes hours and days into one that takes only seconds – right at the point of arrest
- Automatically inventories card information to make it easily accessed by authorized personnel
- Immediately identifies criminal activity at the point of interdiction
- Standardizes reports needed to sustain criminal charges, court orders, subpoenas and search warrants
- Provides centralized access to oversee and monitor all ERAD payment card activity.

I am confident that you will find that our solution is the right answer for the Deer Park PD when you investigate stolen credit, debit or prepaid cards involved in money laundering operations.

Please feel free to give me a call if you have any questions or need additional information. I look forward to working with you.

Sincerely,

Mike Deleonardis
Region Manager

Walmart Inc. (“Walmart”) requires each Grantee to accept the following terms which shall apply to any grant funds awarded by Walmart in response to the Grantee’s application. Your acceptance of these terms is a prerequisite for the consideration of your grant application.

Please note that your review and agreement to the following terms does not create any agreement on behalf of Walmart to approve your grant application or to provide any donation to your organization. The following terms become binding only upon the issuance of a check by Walmart in response to your organization’s grant application.

Unless otherwise specified, all terms shall apply to all Grantees.

The Grantee agrees to the following:

1. AUTHORITY

Grantee’s signatory possesses all necessary capacity and authority to act for, sign and bind the Grantee to this Agreement.

2. REPRESENTATIONS OF GRANTEE

The Grantee represents to Walmart (the “Grantor”) that it qualifies as one of the following types of organizations:

- An organization holding a current tax-exempt status under Section 501(c)(3) or (19) of the Code;
- A recognized government entity: state, county, or city agency, including law enforcement or fire department;
- A K-12 public or private school, charter school, community/junior college, state/private college or university; or
- A recognized church or other faith-based organization.

3. PURPOSE AND ADMINISTRATION

The grant shall be used exclusively for the purposes selected by Grantee in the Grantee’s Community Grants application (the “Fund Use”). Additionally, Grantee agrees as follows:

- The Grantee will directly administer the project or program being supported by the grant and agrees that no grant funds shall be re-granted to any organization or entity, whether or not formed by the Grantee.

- The Grantee will use funds for exclusively charitable, scientific, and/or educational purposes.
- The Grantee shall expend the grant funds exclusively within the United States in accordance with this Agreement.

4. USE OF GRANT FUNDS

The Grantee shall use the full amount of the grant for the purposes set forth in the Fund Use. Unless otherwise agreed in writing by Grantor, the Grantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the “Code”);
- To influence the outcome of any specific public election;
- To conduct activities outside the United States;
- To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code; or
- To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, gender identity, age, or sexual orientation, or support of any entity that engages in these activities.

Any interest or other income generated by the grant funds must be applied to the purposes described in the Fund Use.

To the extent that the Grantee is a governmental entity, and in addition to all other requirements contained in this Agreement, the Grantee agrees that grant funds are to be used exclusively for public purposes within the meaning of Section 170(c)(1) of the Code.

5. RECORD RETENTION

The Grantee agrees to maintain complete and accurate records of receipts and expenditures and make its books and records available to the Grantor at reasonable times upon its request. Grantee will maintain books, accounts, and records that, with a sufficient detail, accurately and clearly reflect its transactions and the disposition of funds. No “off the books” or unrecorded funds or accounts shall be created or maintained for any purpose. Furthermore, Grantee will maintain records of expenditures charged against the grant that are adequate to identify the use of the funds in compliance with the purposes and restrictions specified in this Agreement. Such records shall be retained for a period of at least five years after the completion of the use of the grant.

The Grantor may, at its expense, monitor and conduct an evaluation of operations under the grant, which may include visits by representatives of the Grantor to observe the Grantee’s program, procedures and operations, and discussions of the program with the Grantee’s personnel.

6. ADDITIONAL TERMS AND CONDITIONS

The Grantor reserves the right to terminate the grant for cause as a result of the Grantee’s breach of the terms of this Agreement or the Grantee’s failure to make adequate and sustained progress toward the completion of the activities and achievement of the objectives contained in the Funds Use. Notwithstanding the foregoing, in the event that Grantor determines, in its sole discretion, that Grantee has engaged in conduct that violates Section 12 of this Agreement, Grantor immediately shall have the right to suspend future donations and to suspend or terminate this Agreement.

If the Grantor determines, in its reasonable discretion, that the Grantee has breached or failed to carry out any provision of this Agreement, the Grantor may, in addition to any other legal remedies it may have, terminate the grant and demand the return of all or part of the grant funds not spent or obligated to third parties in accordance with the terms of this Agreement, including, without limitation, all grant funds expended by the Grantee for purposes other than for the Funds Use. The Grantee shall return all such grant funds to the Grantor within thirty (30) days of receiving a termination notice from the Grantor.

7. PUBLICITY

The Grantor may make information regarding this grant public at any time and in a manner which it deems appropriate. Grantee agrees to cooperate with any effort by Grantor to publicize the grant, including but not limited to designating a suitable representative to appear on behalf of Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries.

Grantee agrees to provide Grantor an opportunity to review and comment on the contents of any statement, release, or report concerning this grant in advance of its release to the public or any third party.

Notwithstanding anything to the contrary contained herein, Grantee may list Grantor as a supporter of Grantee for up to one year following Grantor's transfer of funds to Grantee pursuant to this Agreement; *provided, however*, (i) any such listing will include the names of other supporters of Grantee and (ii) Grantor's position on such listing shall be reasonable in proportion to the amount given by Grantor. No license to use Grantor's (or Grantor's subsidiaries' or affiliates') trademarks, trade names or other intellectual property is granted hereunder.

8. NO ADDITIONAL SUPPORT

It is expressly understood that the Grantor has no obligation to provide additional support to the Grantee for this or any other project or purposes.

9. GENERAL INDEMNIFICATION

The Grantee shall indemnify, defend, save and hold harmless the Grantor, its governing board, and the individual members thereof, and all officers, agents, employees, representatives and volunteers from and against any and all liability, loss, cost, expense, injury, proceeding, claim or obligation arising out of, related to, connected with, or as a result of any acts or omissions of the Grantee, including, without limitation, any injury or property damage suffered by any third party due to the negligence or willful misconduct by the Grantee or any Grantee employee, officer, agent, employee, representative or volunteer in performance of this Agreement. Such provision shall not apply to any liability, loss, cost, expense, injury, proceeding, claim or obligation arising out of, connected with, or as a result of any negligent act or willful misconduct committed by the Grantor.

In no case shall the Grantor be liable to the Grantee or any third party for consequential damages. The Grantor shall have no liability for any debts, liabilities, deficits, cost overruns, or negligence or willful misconduct of the Grantee. It is expressly understood by the parties that no trustee, director, member, officer, employee or other representative of the Grantor shall incur any financial responsibility or liability of any kind or nature in connection with this Agreement. The parties agree that the liability of the Grantor hereunder shall be limited to the payment of the grant awarded by Grantor, if any, pursuant to the terms and conditions of this Agreement and that the Grantor shall have no other duty or obligation to the Grantee or any other person.

To the extent that the Grantee is a governmental entity described in Section 170(c)(1) of the Code and is prohibited by law from providing Grantor with the above indemnification, this Section 10 shall not be applicable.

10. COMPLIANCE WITH LAWS

Grantee will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies relating to Grantee's acceptance and use of the grant, including those that govern gifts, donations, contributions, expenditures, and

anything else of value that benefit, directly or indirectly, public officials. Grantee agrees to notify Grantor immediately: (a) of any conduct on Grantee's part that may be in violation of any applicable federal, state and local laws and (b) if Grantee receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Grantee is or may be a subject in connection with the grant and to the extent permitted by applicable law, shall provide Grantor with all written notices and communications received by Grantee relating to any such investigation, action, litigation, or disciplinary proceeding.

11. ANTI-TERRORISM AND ECONOMIC SANCTIONS

Grantee affirms that neither Grantee nor any of Grantee's affiliates (i) is or will act in violation of any Anti-Terrorism Law (as defined below), (ii) is or will become a Prohibited Person (as defined below), (iii) conducts or will conduct any business or engages or will engage in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (iv) deals in or will deal in or otherwise engages or will engage in any transaction relating to property or interests in property blocked pursuant to Executive Order No. 13224 (as defined below); or (v) engages in or will engage in or conspires to engage in any transaction that evades or avoids, or has the purpose or intent of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. As used herein: (A) "Anti-Terrorism Law" is defined as any Law relating to terrorism or money-laundering, including Executive Order No. 13224 and the USA Patriot Act (as defined below); (B) "Executive Order No. 13224" is defined as the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as amended; (C) "Prohibited Person" is defined as any person or entity (1) listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (2) owned or controlled by, or acting for or on behalf of, any party described in clause (C)(1) above; (3) with whom any lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (4) who commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224; (5) named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list; or (6) affiliated with any party described in clauses (C)(1)-(5) above; and (D) "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as amended.

12. ANTI-CORRUPTION COMPLIANCE

Grantee agrees that its use of all funds received under this Agreement will be in full compliance with all applicable anti-corruption laws and regulations, including but not limited to the United States Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act. Accordingly, Grantee agrees that in connection with its activities under this

Agreement, neither Grantee nor any agent, affiliate, employee, re-grantee, or other person acting on its behalf will offer, promise, give, or authorize the giving of anything of value, or offer, promise, make, or authorize the making of any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment, to any government official, political party, or candidate for public office in order to gain any unfair advantage or to influence any act or decision of a government official. Grantee further agrees that the funds provided under this Agreement shall not be used for the personal benefit or enrichment of any government official.

Grantee agrees to provide timely information to Walmart regarding any changes to the representations made in this Agreement. Grantee further agrees to assist and cooperate in any investigations related to the use of the grant funds received under this Agreement.

13. APPLICABLE LAW

This Agreement, and the rights and obligations of the parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of Arkansas.

14. REPRESENTATIVES AND SUCCESSORS BOUND

This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors and assigns.

15. DEPOSIT OF FUNDS

Notwithstanding anything else to the contrary in this Agreement, the Grantee, by executing this grant Agreement, expressly agrees to deposit the grant funds check in its account in a timely fashion. Grantee acknowledges and agrees that if it does not cash the check within one hundred eighty (180) days of the effective date of this Agreement, the Grantor will issue a stop payment order on such check, and Grantee releases any and all interest in the grant funds and the check and hereby acknowledges that the Grantor is not holding the grant funds on Grantee's behalf. Further, such failure to timely cash the check shall be deemed to be a waiver by Grantee of any rights of action against Grantor. If a stop payment is issued pursuant to this provision, the Grantee may submit a new request to Grantor for grant funds, for similar or different purposes, but the determination as to whether to issue a new grant check to Grantee in such circumstance is in the sole discretion of the Grantor.

16. ENTIRE CONTRACT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter covered herein and contains all of the covenants and agreements between the parties with respect to the Fund Use in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or

binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties hereto. Any changes, additions or deletions to this Agreement, including the Fund Use, must be approved in writing by both the Grantor and the Grantee. This Agreement and all amendments may be signed in counterparts, each of which will constitute one and the same document. Any signature delivered via facsimile or other electronic means shall be deemed an original signature to this Agreement. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17. SEVERABILITY

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every remaining term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.



Legislation Details (With Text)

File #: ORD 19-042 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 5/14/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Consideration of and action on an ordinance appointing two members to the Planning and Zoning Commission/Board of Adjustment.

Sponsors:

Indexes:

Code sections:

Attachments: [Appoint Members to Planning and Zoning and Board of Adjustment ending 2021](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Consideration of and action on an ordinance appointing two members to the Planning and Zoning Commission/Board of Adjustment.

Summary:

The Boards and Commission Selection Committee met to review the applications submitted for membership on the Planning and Zoning Commission/Board of Adjustment. Their recommendation for appointment is as follows:

Planning and Zoning Commission/Board of Adjustment members for term of June 1, 2019 through May 31, 2021 are Ray Balusek. and Douglas Cox.

Fiscal/Budgetary Impact:

Appoint Ray Balusek and Doug Cox as the Planning and Zoning Commission/Board of Adjustment members for the 2019-2021 term.

ORDINANCE NO. _____

AN ORDINANCE APPOINTING TWO (2) MEMBERS OF THE PLANNING AND ZONING COMMISSION AND THE BOARD OF ADJUSTMENT OF THE CITY OF DEER PARK, TEXAS; SPECIFYING THEIR TERMS.

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

1. That **Ray Balusek** and **Douglas Cox**, be and they are each hereby appointed as regular members of the Planning and Zoning Commission and of the Board of Adjustment of the City of Deer Park, each to serve for a term ending May 31, 2021.

2. Pursuant to Section 8.01(D)(10) of the Charter of the City of Deer Park, Texas, each of said persons is also hereby appointed as a member of the Board of Adjustment of the City of Deer Park, Texas, for a like term.

3. That the right to terminate the aforesaid appointments is 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.

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

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2019 **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 19-041 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 5/14/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Consideration of and action on an ordinance appointing an alternate member to the Board of Adjustment.

Sponsors:

Indexes:

Code sections:

Attachments: [Appoint Alternate Member to Planning and Zoning and Board of Adjustment ending 2021](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Consideration of and action on an ordinance appointing an alternate member to the Board of Adjustment.

Summary:

The Boards and Commission Selection Committee met to review the applications submitted for membership as an alternate to the Board of Adjustment. Their recommendation for appointment is for Troy Cothran from June 1, 2019 to May 31, 2021.

Fiscal/Budgetary Impact:

Approval of appointment of one alternate member to the Board of Adjustment.

ORDINANCE NO. _____

AN ORDINANCE APPOINTING ONE (1) ALTERNATE MEMBER OF THE PLANNING AND ZONING COMMISSION AND THE BOARD OF ADJUSTMENT OF THE CITY OF DEER PARK, TEXAS; SPECIFYING THEIR TERMS.

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

1. That **Troy Cothran**, be and he is hereby appointed as an alternate member of the Planning and Zoning Commission and of the Board of Adjustment of the City of Deer Park, to serve for a term ending May 31, 2021.

2. Pursuant to Section 8.01(D)(10) of the Charter of the City of Deer Park, Texas, said person is also hereby appointed as a member of the Board of Adjustment of the City of Deer Park, Texas, for a like term.

3. That the right to terminate the aforesaid appointment is 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.

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

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2019 **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 19-044 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 5/16/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Consideration of and action on an ordinance appointing members to the Parks and Recreation Commission.

Sponsors:

Indexes:

Code sections:

Attachments: [Appoint 3 Members to Parks and Rec-Term ends 05-2021](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Consideration of and action on an ordinance appointing members to the Parks and Recreation Commission.

Summary:

The term for Jo Kiefer, Sherry Redwine and Clyde Coxie expires May 31, 2019, and they have all submitted an application expressing their interest to continue their service.

The Boards and Commission Selection Committee has reviewed all applications. The Committee is recommending Jo Kiefer, Sherry Redwine and Clyde Coxie for the term (June 1, 2019 - May 31, 2021).

Fiscal/Budgetary Impact:

None

To accept the Boards and Commission Selection Committee's recommendation and approve the appointment of Jo Kiefer, Sherry Redwine and Clyde Coxie to the P&R Commission.

ORDINANCE NO. _____

AN ORDINANCE APPOINTING THREE MEMBERS OF THE PARKS & RECREATION COMMISSION OF THE CITY OF DEER PARK, TEXAS.

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

1. That Clyde Coxie, Jo Kiefer and Sherry Redwine, be and they are hereby appointed as members of the Parks & Recreation Commission of the City of Deer Park, to serve for a term ending May 31, 2021.

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.

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 _____, 2019 **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 19-040 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 5/9/2019 **In control:** City Council
On agenda: 5/21/2019 **Final action:**
Title: Consideration of and action on an ordinance appointing a member of the Deer Park Community Development Corporation.
Sponsors: City Manager's Office
Indexes:
Code sections:
Attachments: [Appoint Replacement Member to Community Development Corporation-05-2019](#)

Date	Ver.	Action By	Action	Result
5/21/2019	1	City Council		

Consideration of and action on an ordinance appointing a member 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.

The City Council appoints a board of seven (7) directors of the corporation. Recently, Mr. T.J. Haight reigned his position on the Board of Directors (Position 2) following his election to the Deer Park City Council. Council now needs to take action to fill this vacancy. The term of office will run through October 1, 2019.

Fiscal/Budgetary Impact:

N/A

Approve the ordinance appointing as new member to the Deer Park Community Development Corporation's Board of Directors, Position 2.

ORDINANCE NO. _____

AN ORDINANCE APPOINTING A REPLACEMENT MEMBER OF THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION OF THE CITY OF DEER PARK, TEXAS.

WHEREAS, the City Council of the City of Deer Park appoints members of the Deer Park Community Development Corporation, which is a Type B corporation that administers the Type B Sales tax approved by the voters in Deer Park; and

WHEREAS, on October 16, 2018, the City Council of the City of Deer Park appointed **T. J. Haight** by Ordinance 4018 to Position 2 of the Deer Park Community Development Corporation to a 2-year term. **T. J. Haight** resigned to run for City Council.

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

1. That _____, Position 2, be and is hereby appointed as a member of Deer Park Community Development Corporation of the City of Deer Park until September 30, 2019.

2. That the right to terminate the aforesaid appointment is 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.

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 _____, 2019 **by a vote of** _____ **“Ayes” and** _____ **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney