

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 #4083

Resolution #2019-07

CALL TO ORDER

The 1737th meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Presentation/Recognition of L.C. Butler's 96th birthday.

[PRE 19-026](#)

Recommended Action: Applause

AWARDING/REJECTING BIDS

2. Authorization to reject bids and re-bid the Surface Water Treatment Plant - Sludge Removal Project.

[BID 19-026](#)

Recommended Action: Staff recommends rejecting and rebidding the project

Department: Public Works

3. Awarding bid for printing of the City of Deer Park's Messenger.

[BID 19-029](#)

Recommended Action: Award bid to Richmond Printing.

Department: Finance

Attachments: [Bid Tab for Messenger 07-09-19](#)

CONSENT CALENDAR

4. Approval of minutes of regular meeting held on July 2, 2019.

[MIN 19-102](#)

Recommended Action: Approval

Attachments: [CC_MR_070219](#)

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.

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

[ACT 19-023](#)

Recommended Action: No action required.

Department: Finance

Attachments: [Anticipated Collection Rate Tax Year 2019](#)

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

6. Consideration of and action on an amendment to the City's commercial solid waste agreement with Waste Management of Texas, Inc.

[AGR 19-024](#)

Recommended Action: Approval is recommended.

Department: City Manager's Office and Public Works

Attachments: [Deer park second am 06.2019](#)

7. Consideration of and action on an agreement with Cobb Fendley for the final design services of drainage improvements for Heritage Addition, Deer Park Manor and Delo-Elaine Subdivisions.

[AGR 19-025](#)

Recommended Action: Staff recommends entering into an agreement with Cobb Fendley for \$504,290.

Attachments: [CobbFendley Contract_Heritage_DeerParkManor_DeloElaine](#)

8. Consideration of and action on a resolution denying CenterPoint Energy Houston Electric, LLC's application for approval of a distribution cost recovery factor to increase distribution rates within the City.

[RES 19-254](#)

Recommended Action: Approval is Recommended.

Department: City Manager's Office

Attachments: [Denial Resolution for CenterPoint Rate Case 2019](#)

[Model Staff Report Re Denial Resolution- 2019 CenterPoint Rate Case](#)

9. Consideration of and action on an ordinance calling a public hearing on the proposed FY 2019-2020 Crime Control and Prevention District Budget.

[ORD 19-056](#)

Recommended Action: Approve the proposed ordinance.

Department: City Manager's Office

Attachments: [Ord - Public hearing on 2019-2020 CCPD Budget](#)

[CCPD 19-20 Proposed Budget 07.08](#)

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.

10. Consideration of and action on an ordinance calling a public hearing on the proposed FY 2019-2020 Fire Control, Prevention and Emergency Medical Services District Budget. [ORD 19-057](#)

Recommended Action: Approve the ordinance.

Department: City Manager's Office

Attachments: [FCPEMSD 19-20 Proposed Budget 07.08](#)
[Ord - Public Hearing on 2019-2020 FCPEMSD Budget](#)

11. Consideration of and action on an ordinance revising the FY 2018-2019 full-time and part-time employee classification scales. [ORD 19-060](#)

Recommended Action: Approve the ordinance revising the classification scale.

Attachments: [Ord - Amend Pay Range Chart July 2019](#)

[Revised 2018-19 Classification Scales dep bldg official and updated part time](#)

12. Consideration of and action on an ordinance amending Appendix B - Schedule of Fees, Rates and Charges - Section 74-69(b) for the After School Program; Adding Parks and Recreation Section 74-1 thru 74-6; and Library Fees Section 80-1 thru 80-3 of the Code of Ordinances. [ORD 19-054](#)

Recommended Action: Staff recommends adoption of the proposed ordinance.

Department: Public Works

Attachments: [Ord - Appendix B-Section74-09-After School Fees-07-2019](#)
[Exhibit to Appendix B Section 74-69 74-1 thru 74-6-exh a-b-c-06-2019](#)

13. Consideration of and action on an ordinance amending Appendix B - Schedule of Fees, Rates and Charges to address Commercial Solid Waste Fees. [ORD 19-055](#)

Recommended Action: Approval of the ordinance amending Schedule B for Commercial Solid Waste Fees.

Department: City Manager's Office

Attachments: [Appendix B-Section 90-17 Solid waste fees](#)

14. Consideration of and action on an ordinance appointing one member of the Deer Park Community Development Corporation. [ORD 19-059](#)

Recommended Action: Approve the ordinance appointing a member of the Deer Park Community Development Corporation.

Department: City Manager's Office

Attachments: [Ord - Community Development Corporation-Appoint Member-7-2019](#)

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.

15. Consideration of and action on ratifying an emergency purchase for a replacement pump at the Green Valley Lift Station.

[PUR 19-017](#)

Recommended Action: Ratify the emergency purchase of the pump.

Department: Public Works

Attachments: [Quote - Deer Park Green Valley Water Station](#)

ADJOURN

Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board
July 12, 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 19-026 **Version:** 1 **Name:**
Type: Presentation **Status:** Agenda Ready
File created: 7/11/2019 **In control:** City Council
On agenda: 7/16/2019 **Final action:**
Title: Presentation/Recognition of L.C. Butler's 96th birthday.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
7/16/2019	1	City Council		

Presentation/Recognition of L.C. Butler's 96th birthday.

Summary: We will recognize Mr. Butler's 96th birthday, he was born on July 19, 1923. Libby will provide a cake to present to Mr. Butler.

Fiscal/Budgetary Impact:

Applause



Legislation Details (With Text)

File #: BID 19-026 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 7/2/2019 **In control:** City Council
On agenda: 7/16/2019 **Final action:**
Title: Authorization to reject bids and re-bid the Surface Water Treatment Plant - Sludge Removal Project.
Sponsors: Public Works
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
7/16/2019	1	City Council		

Authorization to reject bids and re-bid the Surface Water Treatment Plant - Sludge Removal Project.

Summary:

On July 8, 2019 we opened bids on the Surface Water Treatment Plant - Lagoon Cell #1 - Sludge Removal. We received two bids for this project, which were:

Lecon, Inc. \$1,754,022.00

Synagro of Texas \$1,033,867.25

This current fiscal year, we had \$500,000 budgeted for this project. These funds will now be carried over to the 2019-2020 fiscal year. We previously requested an additional \$500,000 for the 2019-2020 fiscal year budget. By carrying over the existing \$500k to the next fiscal year will allow us a total of \$1-million in the water / sewer fund to cover the cost of cleaning the lagoon.

Fiscal/Budgetary Impact: funding will be through the water/sewer fund

Staff recommends rejecting and rebidding the project



Legislation Details (With Text)

File #: BID 19-029 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 7/8/2019 **In control:** City Council
On agenda: 7/16/2019 **Final action:**
Title: Awarding bid for printing of the City of Deer Park's Messenger.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [Bid Tab for Messenger 07-09-19](#)

Date	Ver.	Action By	Action	Result
7/16/2019	1	City Council		

Awarding bid for printing of the City of Deer Park's *Messenger*.

Summary: The City recently requested and received bids on the printing of the *Messenger*. The *Messenger* is a 20-page publication that is printed and mailed to residents on a quarterly basis. This represents a one-year contract from 09/01/19 - 08/31/20 with the option to renew the contract for two successive terms of one-year each, by mutual agreement, for a total of three years. The first optional renewal must be renewed at the same price, but the second optional renewal may include a price adjustment upon written notice. Two (2) bids were received as shown on the attached bid tabulation. The City recommends selection of the low bidder, Richmond Printing. The annual cost to the City for the printing of the 12,500 copies of the *Messenger* per quarter (4 issues at 20-pages per issue) is \$19,532.

Current Vendor - Richmond Printing

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

Fiscal/Budgetary Impact: The cost for printing the *Messenger* is budgeted in General Government, Account No. 010-105-4305, Printing.

Award bid to Richmond Printing.

BID – “DEER PARK MESSENGER”

Bid Date – July 8, 2019

Name of Contractor/Bidder	20 Pages Per Quarter	24 Pages Per Quarter	28 Pages Per Quarter	Cost for Revisions
Richmond Printing	\$4,883.00	\$5,402.00	\$6,585.00	\$10 per page after 1st round of revisions
Thomas Printworks	\$5,557.67	\$6,357.83	\$7,348.42	\$65 for additional revisions after 1st round



Legislation Details (With Text)

File #: MIN 19-102 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 7/9/2019 **In control:** City Council
On agenda: 7/16/2019 **Final action:**
Title: Approval of minutes of regular meeting held on July 2, 2019.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_070219](#)

Date	Ver.	Action By	Action	Result
7/16/2019	1	City Council		

Approval of minutes of regular meeting held on July 2, 2019.

Summary:

Fiscal/Budgetary Impact:

Approval

CITY OF DEER PARK

CC 79-1

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1736th REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON JULY 2, 2019, AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.
2. INVOCATION – The invocation was given by Councilman Patterson.
3. PLEDGE OF ALLEGIANCE – Councilman Martin led the Pledge of Allegiance to the United States Flag and led the Texas Flag Pledge.
4. PRESENTATION OF ART PARK PLAYERS MAMMA MIA PRODUCTION – Parks and Recreation Director Charlie Sandberg announced the presentation of the Mama Mia Production.

Theater Supervisor Susan Mele commented, “There are no words to tell you all what this means to me. Thank you all so much for supporting the Theater. We are so honored to be a part of the City of Deer Park and we hope to make you proud.”

5. PROCLAMATION FOR PARKS & RECREATION MONTH OF JULY 2019 – Mayor Mouton presented a proclamation for Parks and Recreation Month of July 2019 to Parks and Recreation Director Charlie Sandberg and Staff.

6. PRESENTATION / RECOGNITION OF CAMP CRABGRASS STAFF – Parks and Recreation Youth Programs Coordinator Kristin Villalovos gave details of the event that occurred on June 12, 2019 on the way home from Typhoon Texas. Bus 935 pulled over on the side of I-10E due to smoke coming from the front of the bus under the hood. A decision was made to transfer the kids and Staff to the other bus, 936, that was also enroute along with bus 935. There were 35 kids and 9 Staff members on bus 935 and 30 kids with 9 Staff members on bus 936. The buses were on the shoulder against a cement wall with only 2-3 feet of space and with an entrance ramp on the other side where cars entering the freeway about 1,000 feet in front of the buses. The children were transported quickly, calmly and safely to the other bus. Staff used themselves as a barrier between the traffic and the children as the transporting from one bus to another took place.

Ms. Villalovos commented, “I can’t thank Staff enough and tell you how appreciative I am for all of you.”

Councilman Martin commented, “I just want to thank you and everyone here, as well as the Staff that is not. It means a lot to hear you tell it, but it also means a lot to see the faces of the people that executed that to keep our kids safe. I didn’t even think about the process of moving the kids, but just hearing it, it is amazing. Thank you all very much.”

7. SET ASIDE THE AWARD OF BID, REJECT ALL BIDS RECEIVED AND ADVERTISE AND ACCEPT NEW BIDS FOR A ONE-YEAR SUPPLY OF REFUSE BAGS – Motion was made by Councilman Ginn and seconded by Councilman Patterson to set aside the award of bid, reject all bids received and advertise and accept new bids for a one-year supply of refuse bags. Motion carried 7 to 0.
8. CONSENT CALENDAR – Motion was made by Councilman Patterson and seconded by Councilman Martin to approve the consent calendar as follows:
 - a. Approval of minutes of workshop meeting on June 18, 2019.
 - b. Approval of minutes of regular meeting on June 18, 2019.
 - c. Approval of tax refund to Arminda Mesa in the amount of \$1,320.17 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.
 - d. Approval of tax refund to Deerwood Glen Business Park in the amount of \$600.99 due to a value decrease granted by Harris County Appraisal District.
 - e. Approval of tax refund to Clay Real Estate Holdings #3 in the amount of \$1,925.98 due to a value decrease granted by Harris County Appraisal District.
 - f. Approval of tax refund to Clay Real Estate Holdings #3 in the amount of \$1,399.22 due to a value decrease granted by Harris County Appraisal District.

- g. Approval of tax refund to Chris Dooley in the amount of \$2,435.70 due to a value decrease granted by Harris County Appraisal District.
- h. Approval of tax refund to Michael Wagner in the amount of \$548.33 due to a homestead exemption granted by Harris County Appraisal District.
- i. Approval of tax refund to Michael & Patti Wagner in the amount of \$673.88 due to a homestead exemption granted by Harris County Appraisal District.
- j. Approval of tax refund to National Tax Search in the amount of \$4,924.39 due to a value decrease granted by Harris County Appraisal District.
- k. Approval of tax refund to HEB in the amount of \$9,302.26 due to a value decrease granted by Harris County Appraisal District.
- l. Approval of tax refund to HEB in the amount of \$535.28 due to a value decrease granted by Harris County Appraisal District.

Motion carried 7 to 0.

9. COMMENTS FROM AUDIENCE –

- a. Ronald Moody, 413 W. Forrest Lane, commented, “Thank you for entertaining me tonight. I come to inquire about the status of the kilns at the Maxwell Center, to see if they have been tested and to see if they work. Also, I wanted to see if or if not the kilns will be installed at the Maxwell Center. If someone could answer these questions about that I would appreciate it.”
- b. James Padgett, 2211 Plunkett Street, commented, “The reason I am here to tonight is because I am trying to get a street light in front of my house. I am very grateful to Mr. Tommy Ginn because he has helped me tremendously to get this ball rolling. It is almost done, but there has been a little snare. There are ten lights on my street, four of those lights are owned by CenterPoint Energy. The poles are numbered. I have been told that if those poles do not have numbers on them, the City of Deer Park owns those poles. Most of those poles do not have lights. There are a total of six lights, four owned by CenterPoint Energy and two are for Deer Park. I have sought approval to have a light installed in front of my house. There is a pole that separates two houses directly across from my driveway. I burn my lights 24 hours a day for security. When there are no lights on, it is black. You cannot see your driveway or anywhere around. Long story short, I am working with Randy Morehead who has been very helpful up until last week. This all started the first week of April. I was promised that the light would be installed sometime around the 11th of June. That date has come and gone, we are now in July. I can’t get anywhere with them. So, I am seeking approval from Council to assist me to find somebody to call or dispatch from CenterPoint. Mr. Morehead told me my light was going to get installed, but he couldn’t tell me when or who to talk to. I can’t get any answer as to what department or dispatch, other than he has released my order to installation. I can’t get anywhere with someone to talk to as far as getting the light

installed. I spoke with Ms. Libby Blair and she has told me it has been approved and that it has been added to the City budget. I need help to get with CenterPoint Energy, to say we approved this so let's get a light there on Plunkett Street so those people will not pull off into someone's ditch and be able go to bed without the lights on at night."

10. CONSIDERATION OF AND ACTION ON AN ADVERTISING CAMPAIGN TO ENCOURAGE VISITATION TO DEER PARK AND SAN JACINTO MONUMENT - RE-DIRECTION OF FUNDING PREVIOUSLY ALLOCATED FOR SAN JACINTO DAY FESTIVAL SPONSORSHIP (HOT FUNDS) – Motion was made by Councilman Patterson and seconded by Councilman Ginn to authorize the reallocation of the \$10,000 in HOT funds for an advertising campaign to promote tourism to Deer Park and the San Jacinto Monument.

Public Relations/Marketing Specialist Kristin Callahan commented, "This year, as we have done in years past, we allocated \$10,000 in Hotel Occupancy Tax funds to support the San Jacinto Day Festival. Due to the ITC incident that occurred, the festival did not take place, therefore, the City was not invoiced for that sponsorship. What we are proposing, is that we utilize the \$10,000 from the Hotel Occupancy Tax Funds that would have been used to support the festival and to promote tourism to the City of Deer Park and the San Jacinto Monument, for an advertising campaign. The campaign would literally encourage people to visit Deer Park, the San Jacinto Monument and to take part in the Energy Exhibit currently on display. This campaign was designed by the Houston Chronicle that falls in line with the media contract we have with the publication, to achieve 1.4 million impressions for our \$10,000 investment, which is right on par with what we get with our standard contract with them. The cities we would be reaching would be Houston, Dallas, Austin, San Antonio and Galveston. You would be getting a package of six sizes of different digital banners and mobile ads to go throughout the Chronicle's network. We hope you will support this because it allows us to use the funding in this fiscal year for which it was allocated for. It does not change the fact that we will support the festival in the future. This is just a way to use the money now to support the Monument when it really needs another push to get visitors back to the site. This is also a great opportunity for us to push our new tourism URL, the visit.DeerParktx.org, is on all of the digital ads where the people can go for more information."

Councilman Martin asked, "Will you or the Chronicle get the click through rates?"

Ms. Callahan responded, "Yes."

Motion carried 7 to 0.

11. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2018-2019 GOLF COURSE LEASE FUND BUDGET FOR THE REPLACEMENT OF THE IRRIGATION PUMP STATION AT BATTLEGROUND GOLF COURSE – After a proposed ordinance was read by caption, motion was made by

Councilwoman Garrison and seconded by Councilman Patterson to adopt Ordinance No. 4082, 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.

Motion carried 6 to 1 with Councilwoman Sinor voting in opposition.

12. CONSIDERATION OF AND ACTION ON AUTHORIZING THE PURCHASE OF REPLACEMENT IRRIGATION PUMP STATION AT BATTLEGROUND GOLF COURSE FROM ZONE INDUSTRIES, DBA PRECISION PUMP SYSTEMS THROUGH BUY BOARD CONTRACT #589-19 FOR THE BATTLEGROUND GOLF COURSE – Motion was made by Councilman Patterson and seconded by Councilman Martin to authorize the purchase of replacement irrigation pump station at Battleground Golf Course from Zone Industries, DBA Precision Pump Systems through Buy Board Contract #589-19 for the Battleground Golf Course.

Councilwoman Sinor asked, “What happened in the meeting where Dale Bowman made a presentation stating a brand new pump station cost \$87,553? What happened to that number and why is this so much more?”

Parks and Recreation Director Charlie Sandberg responded, “I was at that meeting. That was somebody that Touchstone brought in. We took that information and there was an analysis done on it. I turned it over and starting working with Assistant Public Works Director Brent Costlow and City Engineer Adam Ballasteros. That information had a very small portion of what needed to be done out there. The system that we choose is more comparable because our Staff knows how to work on it which would be better for the City.”

Mr. Ballasteros commented, “We did evaluate that scenario. I evaluated that pump system that is a vertical turbine pump that is currently in there and is not the best configuration for what it is being used for. That pump system was for materials only and did not include the installation for it. In addition, there would be crane costs and removal of the existing pump station. This cannot be operated at the same time. A lot of those things that were incorporated into that, were not evaluated. Typically, any time there is a materials charge with an estimate, you will find that the labor will typically be double the cost. After looking at other systems, that were not the right system going forward. We didn’t want to have to deal with that problem. An identical pump system was evaluated, which golf course operators are more familiar with, a flowtronic system, like the one that is currently there. However, looking at what our Staff capabilities are, we decided that the self priming lift pumps would be the better choice for it. They could be off loaded from a truck easily. We could do much of the work ourselves, whether it is through demolition of the existing building or funding for a demolition at a later time. This system is more robust, more familiar so that we won’t experience these same problems we have now, later on. We believe the \$275,000 is an accurate representation of the installation and fabrication of the pump system.”

Councilman Patterson asked, "Are you saying the \$87,000 estimate did not include all the costs associated with that project?"

Mr. Ballasteros responded, "Correct."

Councilman Patterson asked, "How much more money would have to be added to the \$87,000 in order to get a comparable cost?"

Mr. Ballasteros responded, "We estimated the cost to be \$100,000 to \$150,000 in addition to the \$87,000."

Councilwoman Garrison asked, "Who was the person who gave the presentation, an employee of Touchstone or an employee of the City of Deer Park?"

Assistant City Manager Gary Jackson commented, "I was there, the previous course Superintendent Dennis Dickson, who is no longer employed by Touchstone, brought this private company with a private pump service. No one knew it was going to be on the agenda."

Councilwoman Garrison commented, "So really and truly, this should not have happened because normally the city would oversee and take over. This was fluke thing that happened and you all were misled that it would cost \$87,000 and you didn't have any idea of how much it was going to cost."

Mr. Ballasteros responded, "No evaluation was performed."

Mr. Jackson commented, "There would have been an advanced notice. We would have been able to compare options."

Councilman Patterson asked, "What was the action after the meeting?"

Mr. Jackson commented, "The Superintendent was supposed to get with the Public Works Department because this was news to all of us at the committee meeting. He was to compare that with the knowledgeable people in Public works and have Public Works evaluate. He contacted a couple of companies the City works with that are experienced in the pump system."

Councilwoman Rae Sinor commented, "I wanted some answers. We hired Touchstone to manage this place. We obviously trust them or they would not be here, even with all they trouble. I want this on the record and these questions answered. This is a big difference in the numbers. I don't want to say it was a fluke."

Councilman Patterson commented, "The action from the meeting was for the City to review and they have done that."

Mr. Stokes commented, "At every Golf Course Committee Meeting, there is always an update on maintenance and operations."

Motion carried 6 to 1 with Councilwoman Sinor voting in opposition.

13. 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 #: ACT 19-023 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 6/19/2019 **In control:** City Council
On agenda: 7/16/2019 **Final action:**
Title: Acceptance of certification of the anticipated Tax Collection Rate.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [Anticipated Collection Rate Tax Year 2019](#)

Date	Ver.	Action By	Action	Result
7/16/2019	1	City Council		

Acceptance of certification of the anticipated Tax Collection Rate.

Summary: Section 26.04 (b) of the Property Tax Code requires that the Tax Collector certify an estimate of the property tax collection rate to the governing body. Tax Assessor-Collector Jeffery Johnson has submitted the attached memo in which he anticipates a collection rate of 100% in tax year 2019 (which is Fiscal Year 2019-2020).

Fiscal/Budgetary Impact:

The proposed Fiscal Year 2019-2020 Budget is supported through the collection of ad valorem taxes. Lowering the collection rate would necessitate changes to this proposed budget, which would adversely affect the debt rate and tax collections.

No action required.

MEMO

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

FROM: Jeffery Johnson, Tax Assessor Collector

SUBJECT: Anticipated Collections Rate

DATE: July 3, 2019

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

Please advise if you have any questions.

Jeffery Johnson



Legislation Details (With Text)

File #: AGR 19-024 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 7/5/2019 **In control:** City Council
On agenda: 7/16/2019 **Final action:**
Title: Consideration of and action on an amendment to the City's commercial solid waste agreement with Waste Management of Texas, Inc.
Sponsors: City Manager's Office, Public Works
Indexes:
Code sections:
Attachments: [Deer park second am 06.2019](#)

Date	Ver.	Action By	Action	Result
7/16/2019	1	City Council		

Consideration of and action on an amendment to the City's commercial solid waste agreement with Waste Management of Texas, Inc.

Summary:

The City of Deer Park has a solid waste collection and transportation agreement with Waste Management of Texas, Inc. which runs through 2021. Recently, owners of a local mobile home park inquired about having polycart service at their park, rather than traditional dumpsters. Their dumpsters often overflow with trash, much of which is dumped illegally by non-residents of their facility. The City's solid waste agreement with Waste Management does not provide for cart service. However, after assessing this situation Waste Management is willing to add cart service to our contract via this amendment. Per the amendment, mobile home parks with twenty (20) or more units may receive cart service once per week. The cost will be as follows:

Mobile Home Cart Collection:	\$19.80 per home
Additional Cart for Mobile Home:	\$5.00 per home per month
Replacement Cart:	\$75.00

The attached amendment was reviewed and approved by City Attorney Jim Fox.

Fiscal/Budgetary Impact:

This matter is budget neutral to City.

Approval is recommended.

SECOND AMENDMENT TO COMMERCIAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

This “**SECOND AMENDMENT TO COMMERCIAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT**” (this “Amendment”) is entered into as of the ____ day of _____, 2019, by and between the City of Deer Park, Texas (“City”) and Waste Management of Texas, Inc. (“Contractor”), a Texas corporation.

W I T N E S S E T H:

WHEREAS, the City and Contractor previously entered into a certain Commercial Solid Waste Collection and Transportation Agreement dated September 3, 2013, and the First Amendment dated October 16, 2018 (collectively, the “Agreement”), whereby Contractor was granted the exclusive right within the City to operate and maintain the service of containerized commercial waste collection, transportation, and disposal, as more particularly set forth in the Agreement; and

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

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

1. This Amendment will take effect on _____, 2019.
2. Section 1.02 of the Definitions entitled Commercial Unit is hereby revised to add the following words in bold:

1.02 Commercial Unit: All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, **mobile home parks (with more than 20 permanent mobile homes)**, and other non-manufacturing facilities, premise, locations or entities, public or private, within the corporate limits of the City that generate two (2) cubic yards or more of Solid Waste per week.

3. A new subsection shall be added as 5.01(c) as follows:

(c) **Mobile Home Parks:** Contractor shall have the exclusive right to provide Solid Waste collection to mobile home parks with at least 20 permanent mobile homes. Contractor will deliver one (1) approximately 95-gallon rubber-wheeled polycart with an attached lid (“Cart(s)”) to each mobile home within the park for collection of Solid Waste. Contractor shall provide a once per week collection of the Carts. Customers shall place the Carts for collection in a location that is readily accessible to Contractor and its automated side load collection truck, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by the Customer.

Customers shall not overload Carts and the Carts shall be loaded such that the lids shall close securely. Contractor shall not be required to collect (i) any Residential Waste that is not placed in a Cart, (ii) any Residential Waste from a Cart that is overloaded, or (iii) a Cart that is not properly placed for collection. The Base Rates for once per week Cart collection service to mobile home Customers is set forth on the attached **Schedule A**. A mobile home Customer may also request that Contractor provide an additional Cart for such Customer's use and the Base Rate for additional Carts is also set forth in the attached **Schedule A**.

The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the mobile home where delivered by Contractor. Any Cart removed from a Residential Unit shall be deemed lost. In the event a Cart should be lost or stolen from a mobile home, Contractor agrees to replace such lost or stolen Cart with a replacement Cart, at a charge to the Customer set forth in the attached **Schedule A**.

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

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

CITY

CONTRACTOR:

Deer Park, Texas

Waste Management of Texas, Inc.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**SCHEDULE “A” to the Second Amendment
Base Rates – Commercial Dumpsters & Mobile Home Cart Collection**

**City of Deer Park
Effective Date: December 1, 2018**

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

Mobile Home Cart Collection: \$19.80 per home
Additional Cart for Mobile Home: \$5.00 per home per month
Replacement Cart: \$75.00

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

Add Locking device: \$78.60 (one-time charge for adding device.)

Roll out fee: \$18.16/occurrence

Dumpster Delivery Fee: \$145.19

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

Overage Charge: \$138.00

SCHEDULE “A”
Base Rates – Commercial Dumpsters & Mobile Home Cart Collection

City of Deer Park
Effective Date: December 1, 2019

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

Mobile Home Cart Collection: \$20.79 per home
 Additional Cart for Mobile Home: \$5.25 per home per month
 Replacement Cart: \$78.75

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

Add Locking device: \$82.53 (one-time charge for adding device.)
 Roll out fee: \$19.06/occurrence
 Dumpster Delivery Fee: \$152.44
 Redelivery/Relocate/Swap Fee: \$152.44/event
 Overage Charge \$144.90

SCHEDULE “A”
Base Rates – Commercial Dumpsters & Mobile Home Cart Collection

City of Deer Park
Effective Date: December 1, 2020

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

Mobile Home Cart Collection: \$21.83 per home
 Additional Cart for Mobile Home: \$5.51 per home per month
 Replacement Cart: \$82.69

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

Add Locking device: \$86.66 (one-time charge for adding device.)

Roll out fee: \$20.01/occurrence

Dumpster Delivery Fee: \$160.07

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

Overage Charge \$152.15



Legislation Details (With Text)

File #: AGR 19-025 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 7/9/2019 **In control:** City Council
On agenda: 7/16/2019 **Final action:**

Title: Consideration of and action on an agreement with Cobb Fendley for the final design services of drainage improvements for Heritage Addition, Deer Park Manor and Delo-Elaine Subdivisions.

Sponsors:

Indexes:

Code sections:

Attachments: [CobbFendley Contract](#) [Heritage](#) [DeerParkManor](#) [DeloElaine](#)

Date	Ver.	Action By	Action	Result
7/16/2019	1	City Council		

Consideration of and action on an agreement with Cobb Fendley for the final design services of drainage improvements for Heritage Addition, Deer Park Manor and Delo-Elaine Subdivisions.

Summary:

In response to historical repetitive losses due to flooding, the city entered into an agreement with Cobb Fendley for preliminary drainage design services for Heritage Addition, Deer Park Manor and Delo-Elaine Subdivisions in June 2018. The preliminary study recommended purchasing two properties for use as detention ponds on the first two subdivisions and construction of a conveyance channel for the Delo-Elaine subdivision along the north property line of the Luella Service Center property. The City has recently purchased the two properties and is ready for the consultant to move forward with final design and the production of plans and specifications of drainage improvements. The consultant's fees for final design is \$413,840.00 and \$90,450 for additional services, for a total contract fee of \$504,290.00.

Fiscal/Budgetary Impact:

Available drainage bond funds

Staff recommends entering into an agreement with Cobb Fendley for \$504,290.

AGREEMENT FOR ENGINEERING & DESIGN SERVICES

for

Design Services for Drainage Projects in Deer Park

This Agreement is made and entered into in Deer Park, Harris County, Texas on the 16th day of July, 2019; by and between

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

And

Cobb, Fendley and Associates, Inc. (CobbFendley) ENGINEER(s) duly licensed, and practicing under the laws of the State of Texas.

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

DEER PARK retains **CobbFendley** to perform engineering analysis services related to drainage projects in Deer Park on a task order basis, in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. COMPENSATION

- 2.1 ENGINEER bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort ("Schedule of Rates") attached as Exhibit A of this Agreement. As requested, ENGINEER has provided cost for basic and additional services and reimbursable expenses in the Scope of Services dated June 25, 2019 for the Heritage Addition, Deer Park Manor and Del-Elaine Subdivisions. ENGINEER will not exceed that estimate without prior approval from DEER PARK. ENGINEER will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.
- 2.2 ENGINEER will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ENGINEER'S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ENGINEER of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK'S RESPONSIBILITIES

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

ARTICLE 4. PERFORMANCE OF SERVICE

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

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

ARTICLE 5. CONFIDENTIALITY

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

ARTICLE 6. STANDARD OF CARE & WARRANTY

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

ARTICLE 7. INSURANCE

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

- (3) Automobile liability in the amount of \$1,000,000.
- (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (5) Professional errors and omissions insurance in the amount of \$1,000,000.

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

ARTICLE 8. INDEMNITY

8.1 THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, BUT ONLY TO THE EXTENT THAT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL.

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

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

ARTICLE 9. OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 10. INDEPENDENT CONTRACTOR

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

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 12. SAFETY

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

ARTICLE 13. LITIGATION

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

ARTICLE 14. NOTICE

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

ARTICLE 15. TERMINATION

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

ARTICLE 16. SEVERABILITY

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

ARTICLE 17. WAIVER

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

ARTICLE 18. GOVERNING LAW

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

ARTICLE 19. CAPTIONS

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

ARTICLE 20. ENTIRE AGREEMENT

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

This Agreement is effective on the last day signed.

Cobb, Fendley & Associates, Inc.

By CM Eastland

Name Charles M. Eastland

Title Vice President

Date 7/10/19

The City of Deer Park

By _____

Name _____

Title _____

Date _____

EXHIBIT 'A'



June 25, 2019

Mr. Bill Pedersen, P.E.
Public Works Director
City of Deer Park
710 E San Augustine
Deer Park, Texas 77536

Re: Proposal for Professional Engineering Services for
Drainage Improvements for Heritage Addition, Deer Park Manor, and Delo-Elaine
Subdivisions

Dear Mr. Pedersen:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to submit this proposal to provide Professional Engineering Services for the above-mentioned drainage improvement projects in Deer Park, Texas. CobbFendley proposes to provide the Scope of Services and Compensation as outlined in the attached Exhibit A and B.

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. The opportunity to propose professional survey and engineering service to the City of Deer Park is appreciated and we look forward to serving you on this project. Please advise if you have any questions or require additional information.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "CME", written over a horizontal line.

Charles M. Eastland, P.E.
Vice President – Regional Manager

Attachments

This proposal accepted by:

CITY OF DEER PARK, TEXAS

Signature

Print Name

Title

Date of Authorization

EXHIBIT A
SCOPE OF SERVICES & COMPENSATION

Cobb, Fendley & Associates, Inc.
Proposal for Professional Engineering Services for
Drainage Improvements for Heritage Addition, Deer Park Manor, and Delo-Elaine
Subdivisions

Project/Limits

Heritage Addition

The Heritage Addition Drainage Improvements project provides for the construction of drainage improvements identified in the Addendum to Preliminary Engineering Report for Heritage Addition Drainage Improvements – Alternative C Analysis, dated June 14 2019, prepared by CobbFendley. This includes the construction of junction boxes along Jefferson Avenue and intersecting streets south of E Lambuth to create hydraulic connections between the existing parallel CMP and RCP storm sewers. Additionally, flow from south of E Lambuth will be diverted west down E Lambuth to a proposed detention pond in a 5'x3' box sewer and then back to Jefferson Ave in a 24" storm sewer. The 36" storm sewer between E. Lambuth Lane and Strey Court will also be replaced and 24" storm sewer will be added on Lincoln Street from Grant Street to Temperance Lane.

See Exhibit C - Project Limits

Deer Park Manor/Delo-Elaine

The Deer Park Manor/Delo-Elaine Drainage Improvements project provides for the construction of drainage improvements identified in the Preliminary Engineering Report for Deer Meadows Drainage Improvements, dated April 2019, prepared by CobbFendley. This includes the construction of storm sewer and a new outfall to Willowspring Creek (B112-00-00) on Kittie Street in the Delo-Elaine Subdivision, the construction of a new outfall ditch from Luella Avenue to B112-00-00 along the southern boundary of the Delo-Elaine Subdivision, and the construction of a new detention pond connecting to B112-00-00 to be located in a vacant property between Pine Lane and Dalmatian Lane on the north side of E. Pasadena Boulevard. The outfall ditch will also require the reconstruction of a short segment of Luella Avenue in order to direct storm drainage sheet flow to the new outfall ditch.

See Exhibit D – Project Limits

General

Cobb, Fendley & Associates, Inc. (CobbFendley) will perform professional engineering services as follows: topographic survey, design phase services, bid phase services, and construction phase services.

Sub Consultants

CobbFendley shall subcontract the geotechnical investigation and any other services not specifically offered by CobbFendley to perform the tasks described in this scope of service. Below is a list of the consultants that we anticipate on using for this project:

- Geotechnical Investigation – Terracon
- Environmental - Terracon

Construction Estimate

The preliminary Opinion of Probable Construction Costs for these projects are attached as Exhibit E.

BASIC SERVICES

CobbFendley will provide the following engineering services as part of its basic service. The specific items of service include:

Design Phase Services:

1. Data collection, including “as-built plans”, existing schematics, right-of-way maps, floodplain information, existing channel and drainage easement data, special specifications, and standard drawings.
2. Conduct field reconnaissance and collect data including a photographic record of notable existing features.
3. Prepare topographic drawings from survey data of the proposed alignment.
4. Perform the utility and investigation work involving the research and identification of all private and public utilities within the projects limits.
 - a. Research the existence of public utilities such as sanitary, storm sewer and waterlines.
 - b. Request any additional information from private utilities (CenterPoint Gas, CenterPoint Electric, AT&T and Others) and pipeline.
 - c. Identify potential conflicts between the existing utilities and the proposed project improvements.
 - d. Coordinate with utility companies on plans for relocations and provide updated project design information.
5. Provide construction plan drawings. The plans will include, at a minimum, the following.

• Cover Sheet	• Drainage Area Map
• Overall Project Layout	• Storm Sewer Layout
• Typical Cross Sections	• Survey Control Map
• SWPP Plan	• Plan and Profiles Sheets
• Demolition Plan	• Traffic Control Plan
• General Notes and Details	• Harris County ERS

6. CobbFendley will provide typical sections sheets prepared for the existing and proposed roadway. Typical section information will include:
 - a. Station Limits
 - b. Profile Grade Line Location
 - c. Centerline and Baseline Locations
 - d. Pavement Section
 - e. Pavement Cross Slopes
 - f. Curbs
 - g. Sidewalks
 - h. Green Space (Mow Strips)
7. CobbFendley will provide roadway plan and profile drawings using CADD standards as required by the City. The drawings will consist of a plan and profile view of existing features and proposed improvements.

Plan view will include:

- a. Roadway centerlines and baselines
- b. Pavement edges for all improvements
- c. Lane and pavement width dimensions
- d. Sidewalks
- e. Proposed structure locations
- f. Direction of traffic flow on all roadway, and arrows indicating the number of lanes
- g. Existing utilities and structures
- h. Benchmark information
- i. Proposed radius callouts
- j. Proposed curb locations
- k. Pavement Details

Profile view will include:

- a. Existing and proposed profiles along the proposed centerline
- b. Existing and Proposed Grade Lines for pavement and natural ground along the project centerline.

Notes: Storm Sewer Plan and Profiles and Roadway Plan and Profiles will be included on the same Sheet. Plan and Profile sheets will be prepared on 22"x34" format sheets.

8. Develop an earthwork analysis to determine earthwork quantities for the detention ponds.
9. Prepare Survey Control Sheets based on information provided by Project Surveyor.
10. Review Geotechnical Report and incorporate into the pavement design, storm sewer trench design, channel design and detention pond design as recommended.

11. Update drainage area boundaries, hydrologic runoff rates and resultant flows for the systems included in the project area as necessary based on survey data.
12. Size proposed storm sewer to meet City's 2-year rainfall event.
13. Coordinate with Harris County Flood Control (HCFCD) for work performed within HCFCD facilities and obtain approvals.
14. CobbFendley will prepare Storm Water Pollution Prevention Plan (SW3P) sheets and details based on the latest NPDES, Harris County Stormwater Quality Standards and City standards to minimize the potential impact to receiving waterways. The SW3P sheets will include:
 - a. Erosion control measures to be used
 - b. Locations of erosion control devices
 - c. Phasing of erosion control measures
 - d. Permanent erosion control measures
 - e. Erosion control measure detail sheet(s)
15. CobbFendley will prepare Traffic Control Plan (TCP) sheets in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for Streets and Highways (latest edition). Plans sheets will include the following:
 - a. Written narrative of the construction sequencing and work activities per phase.
 - b. Existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence.
 - c. Typical sections for each phase
 - d. Proposed traffic control devices at grade intersections during each construction phase (stop signs, flag person, signals, etc.).
 - e. Temporary structures and detours required to maintain lane continuity throughout the construction phasing.
 - f. Continuous, safe access to each adjacent property during all phases of construction and to preserve existing access.
 - g. Temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement.
 - h. Interim signing for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs.

- i. Maintain continuous access to abutting properties during all phases of the TCP.
16. Coordinate and submit plans to Harris County Flood Control District for Approval. (Express Review Sheet)
 17. Prepare contract bidding documents consisting of technical specifications and contract documents outlining the construction contract requirements.
 18. CobbFendley will provide construction documents based on the milestone submittals below:
 - a. 60% Milestone Submittal:
 - i. 1 set of 22"x34" plan sheets for City review.
 - ii. Opinion of Probable Construction Cost
 - iii. Digital Copy of the previous items in .pdf format
 - b. 90% Milestone Submittal:
 - i. 2 sets of 22"x34 plan sheets for City review.
 - ii. 1 project manual with specifications for City Review.
 - iii. Opinion of Probable Construction Cost
 - iv. Digital Copy of the previous items in .pdf format
 - c. Final Milestone Submittal:
 - i. 2 sets of 22"x34" plan sheets for City review.
 - ii. 1 project manual with specifications for City Review.
 - iii. Opinion of Probable Construction Cost
 - iv. Construction schedule.
 - v. Digital Copy of the previous items in .pdf format
 19. Once all comments are received by all entities involved, CobbFendley will finalize the construction documents for bidding.

Bid Phase Services:

1. Distribute digital plans and specifications to City for placement in PublicPurchase.com.
2. Respond in writing to questions from Bidders and prepare Addenda as necessary.
3. Conduct Pre-Bid and attend the Bid Opening.
4. Prepare Engineer's Recommendation of Award Letter that includes the following required content:
 - a. Check for math errors and reconcile any mathematical discrepancies
 - b. Review for unbalance bid items and determine responsiveness and responsibility of low bidders.
 - c. Certify Bid Tabulation including Engineer's estimate

- d. Review of Bidder's financial standing and references provided
 - e. Explanation of discrepancies between the Engineer's estimate and bids
 - f. Recommendation to award
5. Prepare and provide the City with three (3) sets of hard copy award documents and plans.

Construction Administration Services:

1. Attend and conduct preconstruction conference.
2. Calculate quantities and assist in preparing change orders as necessary.
3. Review and approval of submittals and shop drawings.
4. Respond to request for information (RFI's) regarding the project improvements.
5. Attend field meetings and make visits to the site. Site visits will be various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the contract documents. Estimated based on the information provided below:
 - a. Construction Contract Estimate
 - b. Senior PM – 1 Visit per month
 - c. Project Engineer – 2 Visit per month
 - d. Estimated 4hrs per Visit
6. Prepare Pay Applications for Approval.
7. Attend a Substantial Completion Inspection and prepare one Punch List.
8. Attend and conduct Final Acceptance Inspection of the project and prepare punch list as necessary.
9. Prepare Record Drawings based on Contractor Mark-up.
10. Provide City with necessary close out documents, including certificate of completion, record drawings, and contractor warranty documents on the project.

ADDITIONAL SERVICES

Surveying

CobbFendley, as the project surveyor shall:

1. Establish horizontal and vertical project control throughout the site. Vertical control will be tied to current TSARP datum.
2. Perform a Category 6, Condition II topographical survey of the project area in accordance with the requirements of the Texas Society of Professional Surveyors to locate existing utilities, appurtenances and pavement providing

cross sections of the following existing features: natural ground, concrete curbs and pavement. Elevations will be obtained at a maximum of 50-ft intervals, right-of-way to right-of-way, plus 10 feet on each side.

3. Prepare a survey drawing on a plan style sheet at a scale of 1"=20' horizontally or at the direction of the engineer. The drawing will depict the obtained field information and any record information provided by outside sources.

Geotechnical Investigation

1. The geotechnical investigation will be performed by Terracon in accordance with the attached proposal. A geotechnical report will include geotechnical engineering recommendations on subgrade preparation, pavement design for concrete streets, storm sewer construction considerations, and detention pond and drainage channel recommendations.

Environmental Review

1. Phase 1 ESA for project area to be performed by Terracon, excluding the detention pond sites that have already been studied by Terracon. Provide wetlands delineation as needed for approval of the new channel outfalls.

Exclusions for the Scope of Services:

The services described above are the identified **BASIC AND ADDITIONAL SERVICES** for this assignment. Other items that may arise during the course of the project that the City may wish to add to the scope of services shall be deemed as **SUPPLEMENTAL ADDITIONAL SERVICES**. CobbFendley shall undertake such supplemental additional services as assigned by the City upon written direction from the City. Examples of such items are as follows:

1. Quality Control (QC) inspections, full or part time, during the construction phase of the project.
2. Materials Testing Services
3. Public Meetings
4. Obtaining Construction Permits
5. Platting
6. Preparation of Easements
7. Right-of-way Acquisition
8. TDLR Accessibility Review and Inspection
9. Bidding project more than once
10. Urban Forestry Services – Tree Preservation Plan
11. Any other services not specifically included within the description of the Basic Services and Additional Services as described above.

If supplemental services are requested by the City, CobbFendley will provide the City with a separate proposal for the supplemental work.

EXHIBIT B

BASIS OF COMPENSATION

HERITAGE ADDITION

BASIC SERVICES

The Compensation to be paid to CobbFendley for providing the BASIC SERVICES rendered under this agreement shall be based on Lump sum fees for overall phases of the work as shown below. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge.

1. Design Phase Services (Lump Sum) \$192,665
2. Bid Phase Services (Lump Sum) \$12,255
3. Construction Administration Services (Lump Sum) \$43,440

ADDITIONAL SERVICES

4. Surveying (Lump Sum) \$33,410
5. Geotechnical Investigation (including 10% markup)..... \$8,140
6. Environmental Services (including 10% markup) \$3,850

Reimbursable Expenses

1. Reproduction, mileage, delivery charges, etc. \$3,500

TOTAL, Basic & Additional Services incl. Reimbursables \$297,260

DEER PARK MANOR/DELO-ELAINE

BASIC SERVICES

The Compensation to be paid to CobbFendley for providing the BASIC SERVICES rendered under this agreement shall be based on Lump sum fees for overall phases of the work as shown below. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge.

7.	Design Phase Services (Lump Sum)	\$117,555
8.	Bid Phase Services (Lump Sum)	\$12,255
9.	Construction Administration Services (Lump Sum)	\$35,670

ADDITIONAL SERVICES

10.	Surveying (Lump Sum)	\$19,420
11.	Geotechnical Investigation (including 10% markup).....	\$12,430
12.	Environmental Services (including 10% markup)	\$7,700

Reimbursable Expenses

2.	Reproduction, mileage, delivery charges, etc.	\$2,000
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TOTAL, Basic & Additional Services incl. Reimbursables \$207,030

GRAND TOTAL – Heritage Addition,

Deer Park Manor, and Delo-Elaine Subdivisions \$504,290

ADDITIONAL SERVICES

The Compensation to be paid to CobbFendley for providing any ADDITIONAL SERVICES under this agreement shall be based on the rate schedule included in the Agreement. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge. Services will be charged according to those personnel directly involved in providing the service, and will be rounded to the nearest half hour.

Lump sum fees will be negotiated for particular, defined assignments at the request of the City. When an occasion arises which the City desires to be covered by a lump sum fee, CobbFendley will negotiate an acceptable fee with the City and prepare an addendum to this Agreement which describes the scope of services to be provided and the fee. The addendum will be effective only after its signature by both parties.

Direct Personnel Expense means salaries and wages paid to CobbFendley's employees plus payroll related costs and benefits such as payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable hereto. Reimbursable Direct Expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges.



Heritage Addition Drainage Improvements
Alternative C - Recommended Improvements

CobbFendley
Texas Registration No. 274
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
713.462.2222
www.cobbendley.com

Date: June 2019

EXHIBIT C



Legend

- Proposed Channel
- Existing Channel
- Proposed
- Streams
- Pond

CobbFendley
 13430 Northwest Freeway, Suite 1100
 Houston, Texas 77040
 713-462-2542 | Fax 713-462-2542
 www.cobbFendley.com

**City of Deer Park - Deer Park Manor and Delo Elaine
 Alternative 2C**

Date: June 2019

EXHIBIT D

EXHIBIT E - PRELIMINARY COST ESTIMATE
HERITAGE ADDITIONAL DRAINAGE IMPROVMENTS

Item No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total
BASE PROJECT: STORM REPLACEMENT AND STREET REPAIR					
GENERAL BID ITEMS					
1	Mobilization	LS	1	\$100,000.00	\$100,000.00
2	Traffic Control and Regulation	LS	1	\$20,000.00	\$20,000.00
3	Salvage Existing Signs and Reinstall Permanent Traffic Signs	LS	1	\$500.00	\$500.00
4	Tree and Plant Protection	LS	1	\$2,500.00	\$2,500.00
5	SWPPP	LS	1	\$5,000.00	\$5,000.00
6	Block Sodding	SY	818	\$5.00	\$4,090.00
GENERAL BID ITEMS SUBTOTAL					\$132,090.00
DETENTION POND & CHANNEL BID ITEMS					
7	Detention Pond Excavation	CY	61,307	\$15.00	\$919,605.00
8	Backslope swales	LS	1	\$50,000.00	\$50,000.00
9	Hydromulch	AC	6.23	\$1,500.00	\$9,345.00
DETENTION POND & CHANNEL SUBTOTAL					\$978,950.00
PAVING BID ITEMS					
9	Roadway Excavation	CY	687.0	\$15.00	\$10,305.00
10	Remove and Dispose of Pavement, All Thicknesses including Base and Subgrade, w/ or w/o Curb, All Depths)	SY	3,483	\$6.00	\$20,898.00
11	Remove and Dispose of Driveways, All Materials and Thicknesses	SY	475	\$5.00	\$2,375.00
12	Remove and Dispose of Concrete Sidewalk, All Thicknesses	SY	150	\$4.00	\$600.00
13	Concrete Driveways, 6-inch Thick and Including Excavation	SF	4,271	\$8.00	\$34,168.00
14	5-Foot Concrete Sidewalks	SF	150	\$7.00	\$1,050.00
15	Curb Ramps	EA	8	\$2,000.00	\$16,000.00
16	6-inch Thick Reinforced Concrete Pavement	SY	3,483	\$52.00	\$181,116.00
17	6-inch Cement Stabilized Sand	SY	3,728	\$6.50	\$24,232.00
18	6-inch Concrete Curb	LF	1,860	\$5.00	\$9,300.00
PAVING BID ITEMS SUBTOTAL					\$300,044.00

**EXHIBIT E - PRELIMINARY COST ESTIMATE
HERITAGE ADDITIONAL DRAINAGE IMPROVMENTS**

Item No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total
STORM SEWER BID ITEMS					
19	Remove and Dispose of Storm Sewer Inlets and Manholes, All Sizes and Depths	EA	7	\$450.00	\$3,150.00
20	Remove and Dispose Storm Sewer	LF	1,840	\$15.00	\$27,600.00
21	Tie-in Existing Storm Sewer to Junction boxes	LS	1	\$20,000.00	\$20,000.00
22	Type C Manhole	EA	2	\$3,500.00	\$7,000.00
24	Junction Box (Small)	EA	4	\$5,000.00	\$20,000.00
25	Junction Box (Large)	EA	2	\$12,000.00	\$24,000.00
23	Type C Inlet 5' Extention	EA	2	\$3,500.00	\$7,000.00
26	Area Inlet	EA	0	\$1,500.00	\$0.00
27	Curb Inlet	EA	1	\$3,100.00	\$3,100.00
28	24-inch Reinforced Concrete Pipe by Open Cut	LF	1,690	\$160.00	\$270,400.00
29	36-inch Reinforced Concrete Pipe by Open Cut	LF	290	\$180.00	\$52,200.00
30	5'x3' Reinforced Concrete Box by Open Cut	LF	280	\$230.00	\$64,400.00
31	Dewatering for Storm Sewer, Authorization Required	LF	0	\$25.00	\$0.00
32	Trench Safety System for Trench Excavations	LF	2,260	\$2.00	\$4,520.00
33	5'x3' RCB Outfall (E. Lambuth Pond)	EA	1	\$30,000.00	\$30,000.00
34	Relocate/Restore Sprinkler Heads and Irrigation Lines in Conflict with Construction	LS	0	\$2,000.00	\$0.00
STORM SEWER BID ITEMS SUBTOTAL					\$533,370.00
TOTAL					\$1,944,454
20% CONTINGENCY					\$388,891
GRAND TOTAL					\$2,333,345

EXHIBIT E - PRELIMINARY COST ESTIMATE
DEER PARK MANOR / DELO-ELAINE DRAINAGE IMPROVMENTS

Item No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total
BASE PROJECT: STORM REPLACEMENT AND STREET REPAIR					
GENERAL BID ITEMS					
1	Mobilization	LS	1	\$22,000.00	\$22,000.00
2	Traffic Control and Regulation	LS	1	\$25,000.00	\$25,000.00
3	Salvage Existing Signs and Reinstall Permanent Traffic Signs	LS	1	\$500.00	\$500.00
4	Tree and Plant Protection	LS	1	\$2,500.00	\$2,500.00
5	SWPPP	LS	1	\$10,000.00	\$10,000.00
6	Block Sodding	SY	304	\$5.00	\$1,522.22
GENERAL BID ITEMS SUBTOTAL					\$61,522.22
DETENTION POND & CHANNEL BID ITEMS					
7	Detention Pond Excavation	CY	28,000	\$15.00	\$420,000.00
8	Backslope swales	LS	1	\$30,000.00	\$30,000.00
9	Channel Excavation	CY	3,800	\$15.00	\$57,000.00
10	Hydromulch	AC	3.65	\$1,500.00	\$5,475.00
DETENTION POND & CHANNEL SUBTOTAL					\$512,475.00
PAVING BID ITEMS					
11	Roadway Excavation	CY	438	\$15.00	\$6,570.00
12	Remove and Dispose of Pavement, All Thicknesses including Base and Subgrade, w/ or w/o Curb, All Depths)	SY	2,540	\$6.00	\$15,240.00
13	Remove and Dispose of Driveways, All Materials and Thicknesses	SY	229	\$5.00	\$1,145.00
14	Remove and Dispose of Concrete Sidewalk, All Thicknesses	SY	1,960	\$4.00	\$7,840.00
15	Concrete Driveways, 6-inch Thick and Including Excavation	SF	2,057	\$8.00	\$16,456.00
16	5-Foot Concrete Sidewalks	SF	1,960	\$7.00	\$13,720.00
17	Curb Ramps	EA	4	\$2,000.00	\$8,000.00
18	6-inch Thick Reinforced Concrete Pavement	SY	2,540	\$52.00	\$132,080.00
19	6-inch Cement Stabilized Sand	SY	2,721	\$6.50	\$17,689.29
20	6-inch Concrete Curb	LF	450	\$5.00	\$2,250.00
PAVING BID ITEMS SUBTOTAL					\$220,990.29

EXHIBIT E - PRELIMINARY COST ESTIMATE
DEER PARK MANOR / DELO-ELAINE DRAINAGE IMPROVMENTS

Item No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total
STORM SEWER BID ITEMS					
21	Remove and Dispose of Storm Sewer Inlets and Manholes, All Sizes and Depths	EA	3	\$450.00	\$1,350.00
22	Cut, plug and abandon existing storm sewer in-place	EA	2	\$500.00	\$1,000.00
23	Remove and Dispose Storm Sewer	LF	30	\$15.00	\$450.00
24	Type C Manhole	EA	1	\$3,500.00	\$3,500.00
25	Junction Box	EA	0	\$12,000.00	\$0.00
26	Area Inlet	EA	0	\$1,500.00	\$0.00
27	Curb Inlet	EA	4	\$3,100.00	\$12,400.00
28	24-inch Reinforced Concrete Pipe by Open Cut	LF	740	\$110.00	\$81,400.00
29	Dewatering for Storm Sewer, Authorization Required	LF	0	\$25.00	\$0.00
30	Trench Safety System for Trench Excavations	LF	740	\$2.00	\$1,480.00
31	24-inch RCP Outfall Structure	EA	2	\$5,000.00	\$10,000.00
32	Relocate/Restore Sprinkler Heads and Irrigation Lines in Conflict with Construction	LS	0	\$10,000.00	\$0.00
STORM SEWER BID ITEMS SUBTOTAL					\$111,580.00
TOTAL					\$906,568
20% CONTINGENCY					\$181,314
GRAND TOTAL					\$1,087,881

June 21, 2019



CobbFendley & Associates
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

Attn: Mr. Charles M. Eastland, P.E.
Vice President -- Regional Manager

Re: Cost Estimate for Geotechnical Engineering Services
Deer Park Drainage and Paving
Deer Park, Texas
Terracon Document No. P91195049.Revision 1

Dear Mr. Eastland:

Terracon understands we have been selected based on qualifications to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached proposal.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Proposed Boring Locations

Our base fee to perform the scope of services described in this proposal is **\$18,700**. This includes two-day traffic control fee of \$1,600 for the borings on streets and a site clearing fee of \$2,500 to clear the wooded areas at the Manor site. See Exhibit C for consideration of additional services.

The geotechnical services for this project will be performed under the client's "Subcontract for Professional Services" between Cobb Fendley and Terracon which will be signed once the budget estimate is accepted.

Sincerely,
Terracon Consultants, Inc.
(Texas Registration No. F-3272)

A handwritten signature in blue ink that reads "Rehan Khan".

Rehan Khan, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in black ink that reads "Bobbie S. Hood".

Bobbie S. Hood, P.E.
Geotechnical Services Manager

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project after discussion with the client. Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

This project consists of the following three sites in Deer Park, Texas. We assume that all sites and proposed boring locations (as shown in the attached Exhibit D) are accessible by truck-mounted and all-terrain vehicle (ATV)-mounted drilling equipment during normal business hours and that a drilling permit is not required for our field program.

Heritage Addition

Item	Description
Site location and proposed improvements	<ul style="list-style-type: none"> ■ Pavement reconstruction and utility installation <ul style="list-style-type: none"> ○ Jefferson Avenue: From Lincoln Street extending south for about 880 feet to East Lambuth Lane. ○ Lincoln Street: From West Grant Street extending east for about 1,300 feet to East Temperance Lane. ■ A detention pond at the northwest quadrant of the intersection of East Lambuth Lane and Jefferson Avenue. The size and depth of the proposed pond are approximately 6.3 acres and 6 feet, respectively.
Existing condition	All streets are two lane concrete roads in residential neighborhoods. The proposed pond site is vacant and covered in grass.

Manor

Item	Description
Site location and proposed improvements	A detention pond at the northeast quadrant of the intersection of East Pasadena Boulevard and Pine Lane. The size and depth of the proposed pond are 3.3 acres and 6 feet, respectively.
Existing condition	This site is partly wooded and requires clearing. The entrance is off of East Pasadena Boulevard through a gate. We request the client provide access to our drilling equipment and bulldozer through the gate.

Delo-Elaine

Item	Description
Site location and proposed improvements	<ul style="list-style-type: none">■ Pavement reconstruction and utility installation<ul style="list-style-type: none">○ Kitty Street: From Luella Avenue extending east for about 1,000 feet.○ Luella Avenue: From Kitty Street extending south for about 250 feet.■ A grass-lined outfall channel with a maximum depth of 6 feet extending parallel to and about 175 feet south of Kitty Street in between Luella Avenue and the concrete drainage channel.
Existing improvements	Luella Avenue is a four-lane concrete road and Kitty Street is a two-lane concrete road. The site for the proposed outfall channel is a vacant grassy tract of land.

We understand that

- The proposed roads will consist of a rigid pavement system;
- Utilities will be installed using open excavation methods; and
- The maximum depth of utility installation is 10 feet.

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program is planned to consist of the following:

Site	Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
Heritage	5	15	Proposed detention pond
	4	15	Proposed street reconstruction
Manor	3	15	Proposed detention pond
Delo-Elaine	3	15	Proposed street reconstruction
	2	15	Proposed outfall channel

¹. Below existing grade.

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features are also utilized.

Subsurface Exploration Procedures: We advance soil borings with truck-mounted and ATV-mounted drilling equipment using continuous flight augers (solid stem). Five samples are obtained in the upper 10 feet of each boring. The existing roadway will be augered to access the underlying subgrade. Soil samples are generally recovered using open-tube samplers. Hand penetrometer tests are performed on samples of cohesive soils to serve as a general measure of consistency. Granular soils and soils for which good quality open-tube samples could not be recovered are generally sampled by means of the Standard Penetration Test (SPT). This test consists of measuring the number of blows (N) required for a 140-pound hammer free falling 30 inches to drive a standard split-spoon sampler 12 inches into the subsurface material after being seated six inches. This blow count or SPT N-value is used to evaluate the stratum.

The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Our exploration team prepares field boring logs as part of standard drilling operations. Field boring logs also include sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation

Cost Estimate for Geotechnical Engineering Services

Deer Park Drainage and Paving ■ Deer Park, Texas

June 21, 2019 ■ Terracon Document No. P91195049.Revision 1



of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation and include modifications based on observations and laboratory tests.

Since the borings will be located on existing pavements we anticipate that traffic control will be needed during our field activities. We plan to arrange for traffic control, which will consist of cones, signs, and flaggers provided by a sub-contractor familiar with local traffic safety ordinances.

Clearing of Pathways: Based on a site visit, the Manor site is wooded and is inaccessible to drilling equipment. Therefore, clearing of pathways will be required to access the proposed boring locations. We assume that there are no conflicts with regard to clearing of pathways. If there are any restricted areas, trees, facilities, etc. on-site that are sensitive to clearing, Terracon should be notified in advance so that we can avoid these areas during our clearing activities.

Property Disturbance: We backfill borings with auger cuttings and patch the surface with concrete. Our services do not include repair of the site beyond backfilling our borings. Excess auger cuttings are dispersed in the general vicinity of the borings. Because backfill material often settles below the surface after a period, we recommend borings be checked periodically and backfilled, if necessary. We can provide this service or grout the holes for additional fees, at your request.

Laboratory Testing

The project engineer reviews field data and assigns various laboratory tests to better understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practices and professional judgement. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Methods for Amount of Materials in Soils Finer than the No. 200 Sieve
- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil

Our laboratory testing program includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Safety

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Texas 811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

All private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with these additional services are not included in our current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services. We request the client provide access to our drilling equipment and bulldozer inside the gated Manor site.

Engineering and Project Delivery

Results of our field and laboratory programs are evaluated by a professional engineer licensed in the State of Texas. The engineer develops a geotechnical site characterization, performs the engineering calculations necessary to evaluate foundation alternatives, and develops appropriate geotechnical engineering design criteria for earth-related phases of the project.

Cost Estimate for Geotechnical Engineering Services

Deer Park Drainage and Paving ■ Deer Park, Texas

June 21, 2019 ■ Terracon Document No. P91195049.Revision 1



Your project will be delivered using our **GeoReport** system. Upon initiation we will provide you and your design team the necessary link and password to access the website (if you don't already have one). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to all project documents as they are uploaded to the site, and a collaboration portal. A typical delivery process includes three basic stages:

- Stage 1: Project Planning
- Stage 2: Site Characterization
- Stage 3: Geotechnical Engineering

When utilized, a collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we will upload a printable version of our complete final geotechnical engineering report. This includes the professional engineer's seal and signature, which documents our services. All previous submittals, collaboration, and final report will be maintained in our system indefinitely. This allows future reference and integration into subsequent aspects of our services, as the project goes through final design and construction.

The final Geotechnical Engineering report provides the following:

- Site plan and exploration plan;
- Computer generated boring logs with field and laboratory data;
- Stratification based on visual soil classification;
- Groundwater levels observed in borings during drilling and at 5-minute intervals for 15 minutes;
- Pavement design guidelines;
- Utility construction considerations using open excavation; and
- Detention pond and channel construction considerations.

EXHIBIT C - COMPENSATION

Based upon our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base fee for each site is shown in the following table:

Site	Lump Sum Fee
Heritage ¹	\$7,400
Manor ²	\$6,100
Delo-Elaine ¹	\$5,200
Total	\$18,700

¹. Includes traffic control fee. The total traffic control fee is \$1,600 for 2 days.

². Includes a site clearing fee of \$2,500.

Our scope of services does not include services associated with surveying of boring locations, special equipment for wet ground conditions, obtaining permit to drill, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

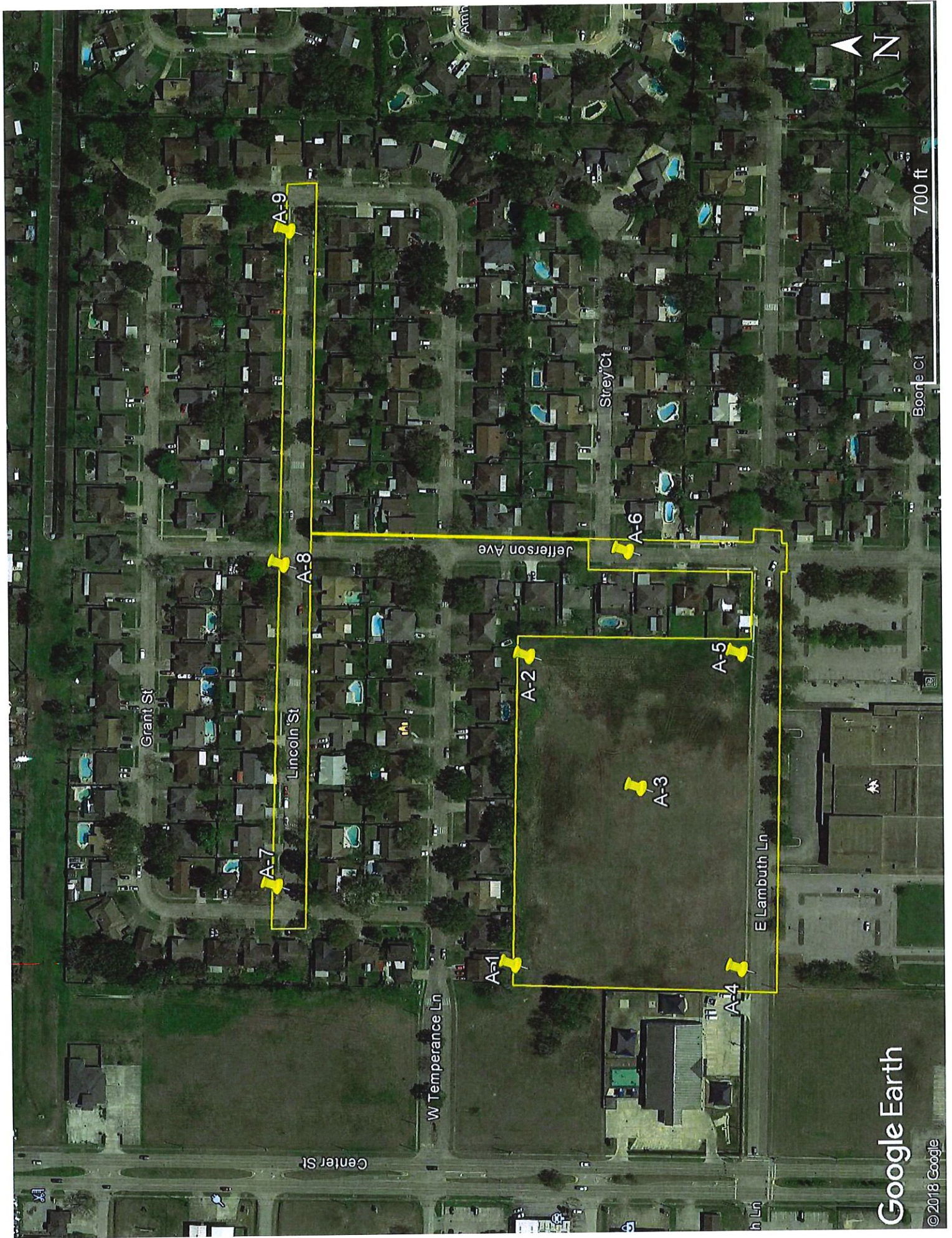
Project Schedule

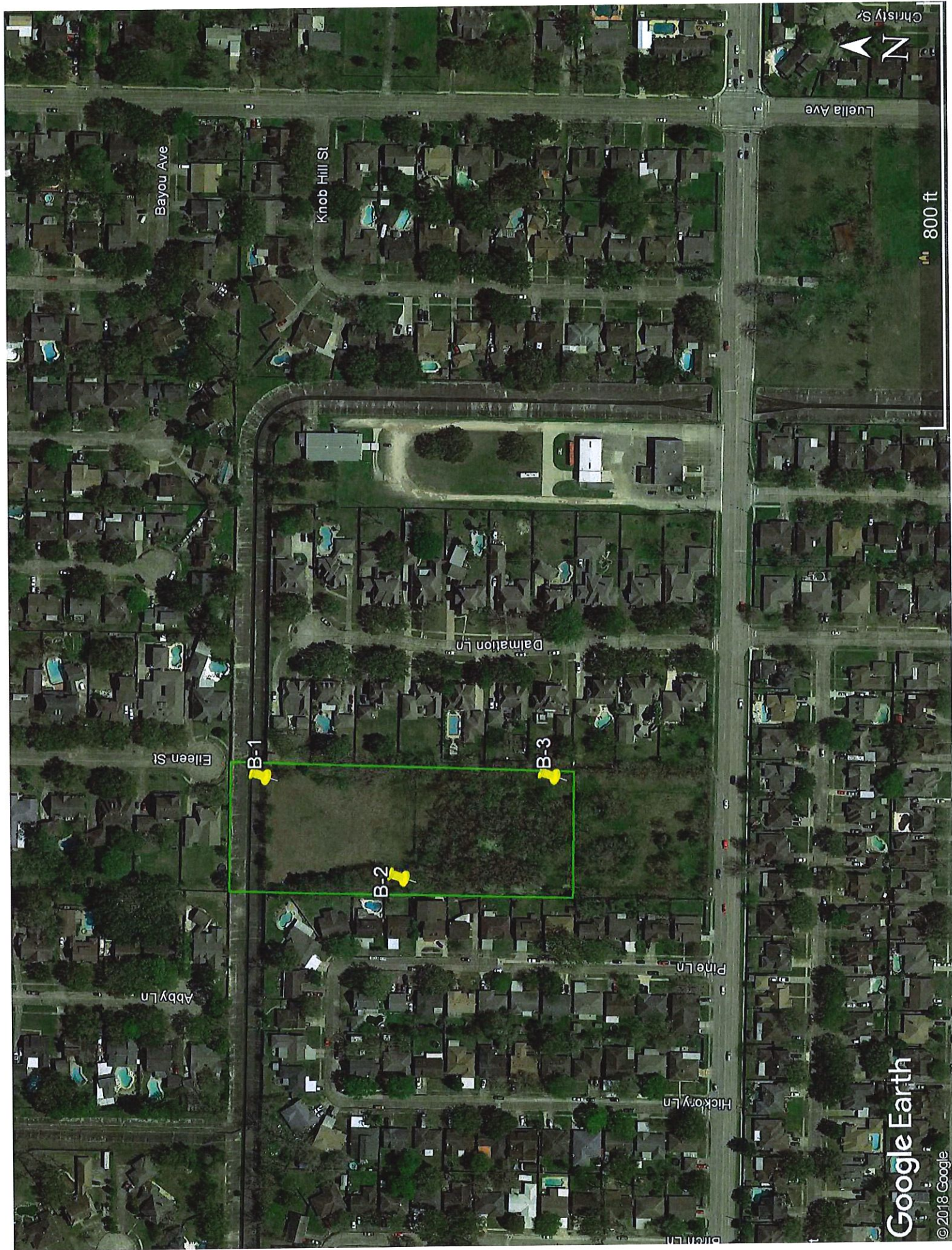
We developed a schedule to complete the scope of services, based upon our existing availability and understanding of your project schedule. However, this does not account for any delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

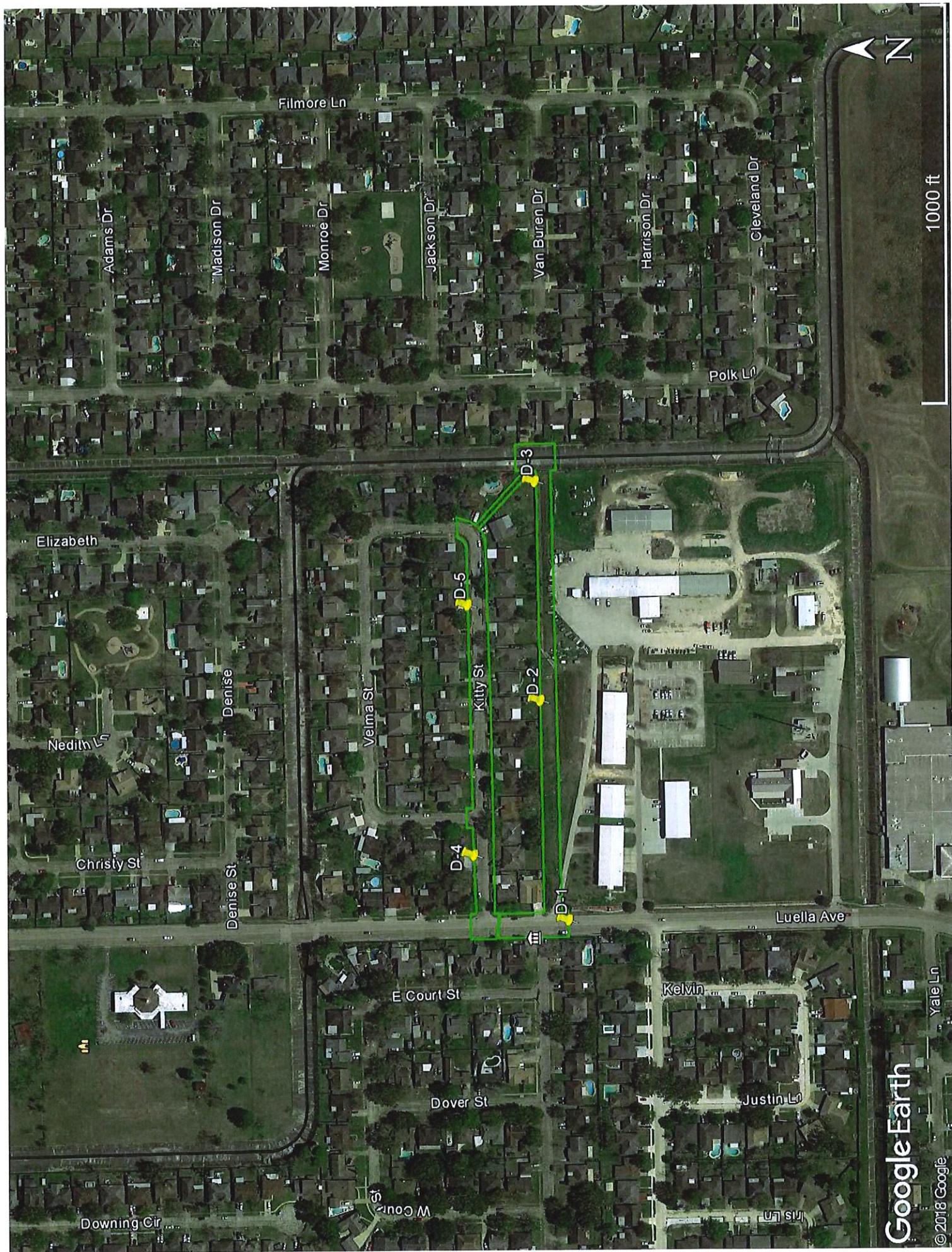
GeoReport Stage	Posting Date from Notice to Proceed ^{1,2}
Project Planning	4 working days

GeoReport Stage	Posting Date from Notice to Proceed ^{1, 2}
Site Characterization	20 working days
Geotechnical Engineering	25 working days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport** website with specific, anticipated working dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.









May 31, 2019

Cobb, Fendley & Associates, Inc.
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

Attention: Mr. Charles M. Eastland, P.E.
P: (713) 462-3242
E: CEastland@cobbhendley.com

RE: Proposal for a Preliminary Waters of U. S. Assessment
Four Deer Park Drainage and Paving Projects
Deer Park, Harris County, Texas
Terracon Proposal No. P91197082

Dear Mr. Eastland:

Terracon Consultants, Inc. (**Terracon**) appreciates the opportunity to submit this proposal to Cobb, Fendley & Associates, Inc. (**Cobb, Fendley**) to conduct a Preliminary Waters of U.S. (WOTUS) Assessment of four properties located within the City of Deer Park further described below. The purpose of the service is to evaluate the existing wash located onsite to determine if it is considered a WOTUS and if so, then determine if the proper permits were obtain by the U.S. Army Corps of Engineers when historic ground disturbance occurred.

A. PROJECT INFORMATION

We understand that the four project properties and conditions are as described below:

- Deer Park Manor – an approximate 5 acre tract of undeveloped land and proposed outfall at the adjacent north drainage channel, located north of East Pasadena Boulevard.
- Heritage Addition - an approximate 6.1 acres tract of undeveloped land located north of East Lambuth and the Heritage residential subdivision including portions of the following roadways: Jefferson Avenue, Boone Ct, North/South Crockett, North/South Travis, and East Lambuth.
- Delo Elaine – a portion of the Delo Elain residential subdivision including portions of the following roadways: Velma Street, Kitty Street, Luella Avenue, and an approximate 0.21 mile channel located to the adjacent south of the subdivision, and a proposed outfall to the adjacent east drainage channel.

Terracon Consultants, Inc. 551 League City Pkwy, Suite F League City, Texas 77573

P [281] 557 2900 F [281] 557 2990 terracon.com

Environmental



Facilities



Geotechnical



Materials

Proposal for Preliminary WOTUS Assessment

Four Deer Park Drainage and Paving Projects ■ Deer Park, Harris County, TX
May 31, 2019 ■ Terracon Proposal No. P91197082



- Deer Meadows – a portion of the Deer Meadows residential subdivision including portions of the following roadways: Henderson Lane, Tyler Lane, Lufkin Lane, Albany Street, Marshall Street, and San Augustin Avenue.

Please note that kmz. maps for the specific site boundaries were provided by the client to Terracon.

Based on information provided, Terracon understands the following services are being requested:

- Conduct a Preliminary Waters of U.S. Assessment

Should our project information or understanding not be accurate, or if **Cobb, Fendley** has additional information that may be useful or relevant to complete the services presented in this proposal, **Cobb, Fendley** should notify us prior to authorizing the services presented here-in.

B. SCOPE OF SERVICES

Our proposed Scope of Services includes the following:

Desktop Review

Terracon will review readily available resource to assist with the identifying suspect WOTUS and suspect wetland areas on the site or in the immediate vicinity of the site. These sources include the current USGS Topographic Map, National Wetland Inventory (NWI) Map, Natural Resources Conservation Service (NRCS) Soil Survey Map, historic aerial photographs and other informational maps.

Site Reconnaissance

Terracon will mobilize to the site and identify potential WOTUS within the four (4) project sites by assessing the field conditions and apparent field indicators observed during the each of the site visits, including hydrophytic vegetation, hydrology and hydric soils indicators.

The results of the background review, site visit, and supporting data will be presented in a letter report with our findings, potential permitting requirements, and recommendations.

Please understand that this proposal does not include performing a formal wetland delineation in accordance with the 1987 Corps Manual and Regional Supplement; therefore, the results may not be suitable for submittal to the U.S. Army Corps of Engineers obtain a formal determination. Additional services may be required if potential wetland areas and/or other potential waters of the U.S. (e.g., dry or flowing streams) are identified. If potential wetlands and/or other potential waters of the U.S. are identified, Terracon will submit a supplemental scope of services to perform a wetland/waters of the U.S. delineation based on USACE guidelines including the 1987 Corps Manual and Regional Supplement, as appropriate.

Proposal for Preliminary WOTUS Assessment

Four Deer Park Drainage and Paving Projects ■ Deer Park, Harris County, TX

May 31, 2019 ■ Terracon Proposal No. P91197082



Schedule

Services will be initiated upon receipt of authorization, per below, and written notice to proceed. The initial submittal will be emailed to **Cobb, Fendley** for review and/or approval within 15 business days of initiation. This report will include the findings of the preliminary assessment. Please coordinate at the time of authorization to confirm schedule, however, as backlog may vary.

Report Preparation

A PDF-formatted copy of the final report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein.

C. COMPENSATION

The Scope of Services outlined in this proposal will be conducted based on a lump sum basis for the amount of \$3,500 for each site for a lump sum total amount of **\$14,000 assuming Notice to Proceed will occur for the four sites in one time**. If, as a result of these services, additional services are required outside the scope of this proposal, you will be contacted to discuss associated costs. Client authorization will be obtained prior to commencement of additional services outside the scope of this proposal.

Task	Fee
Preliminary WOTUS Assessment (\$3,500 each site)	\$14,000

The fees presented are based on performing the services discussed in this proposal and assume that field work can be completed in approximately eight hours of on-site time. Should field work require more than one 8-hour day, Terracon will contact the client regarding additional services and fees.

D. AUTHORIZATION

The work will be performed under a mutually agreed upon client's Agreement for Services which will be signed once the lump sum budget is accepted, and upon completion of review by our legal department. We will provide you with our comments, once our review is completed.

We look forward to working with you on this project. If you have any questions or require additional information, please feel free to contact me by email, phone, fax or mail.

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in blue ink, appearing to read "J. Coleman".

Janet Coleman
Senior Staff Geologist

A handwritten signature in blue ink, appearing to read "M. Zenko".

Marilyn Zenko
Natural and Cultural Resources Group Manager



Legislation Details (With Text)

File #: RES 19-254 **Version:** 1 **Name:**

Type: Resolution **Status:** Agenda Ready

File created: 7/5/2019 **In control:** City Council

On agenda: 7/16/2019 **Final action:**

Title: Consideration of and action on a resolution denying CenterPoint Energy Houston Electric, LLC's application for approval of a distribution cost recovery factor to increase distribution rates within the City.

Sponsors: City Manager's Office

Indexes:

Code sections:

Attachments: [Denial Resolution for CenterPoint Rate Case 2019](#)
[Model Staff Report Re Denial Resolution- 2019 CenterPoint Rate Case](#)

Date	Ver.	Action By	Action	Result
7/16/2019	1	City Council		

Consideration of and action on a resolution denying CenterPoint Energy Houston Electric, LLC's application for approval of a distribution cost recovery factor to increase distribution rates within the City.

Summary:

The City of Deer Park is a member of the Gulf Coast Coalition of Cities (GCCC), a consortium of 38 member municipalities which monitors electricity and gas utility regulation filings with the Texas Public Utility Commission, Texas Legislature, and court filings. On April 5, 2019, CenterPoint Energy Houston Electric, LLC (CenterPoint) filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$161 million per year. In the filing, the Company asks the City to approve an increase in \$154 million in retail transmission and distribution rates (an increase of about 7.4%) and \$6.8 million in wholesale transmission rates (an increase of about 1.8%). According to CenterPoint, the impact on an average residential customer would be an increase of about \$2.38 per month.

In a prior City action, CenterPoint's rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Gulf Coast Coalition of Cities ("GCCC"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of experts engaged by GCCC, CenterPoint's request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by

CenterPoint.

Explanation of “Be It Resolved” Sections :

1. This paragraph finds that the Company’s application is unreasonable and should be denied.
2. This section requires CenterPoint to maintain its existing rates within the City.
3. This section states that GCCC’s reasonable rate case expenses shall be reimbursed by CenterPoint within 30 days of presentation of an invoice to CenterPoint.
4. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides that the City will notify counsel for CenterPoint and counsel for GCCC of the City’s action by sending a copy of the approved and signed Resolution to each counsel.

Fiscal/Budgetary Impact:

To Be Determined.

Approval is Recommended.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF _____
TEXAS FINDING THAT CENTERPOINT ENERGY
HOUSTON ELECTRIC, LLC'S REQUESTED INCREASE
TO ITS ELECTRIC TRANSMISSION AND DISTRIBUTION
RATES AND CHARGES WITHIN THE CITY SHOULD BE
DENIED; FINDING THAT THE CITY'S REASONABLE
RATE CASE EXPENSES SHALL BE REIMBURSED BY THE
COMPANY; FINDING THAT THE MEETING AT WHICH
THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC
AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS
RESOLUTION TO THE COMPANY AND LEGAL
COUNSEL**

WHEREAS, on or about April 5, 2019, CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), pursuant to PURA §§ 33.001 and 36.001 filed with the City of _____ ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective May 10, 2019; and

WHEREAS, the City is an electric utility customer of CenterPoint and a regulatory authority with exclusive original jurisdiction over the rates and charges of CenterPoint within the City; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC"), a membership of similarly situated cities served by CenterPoint that have joined together to efficiently and cost-effectively review and respond to electric issues affecting rates charged in CenterPoint's service area; and

WHEREAS, GCCC is an intervenor in the parallel proceeding at the Public Utility Commission of Texas to review CenterPoint's filing; and

WHEREAS, the City, in a reasonably noticed meeting that was open to the public, considered the Company's application; and

WHEREAS, pursuant to its exclusive original jurisdiction over CenterPoint's rates and operations within city limits, the City previously suspended the effective date of the Company's requested rate increase; and

WHEREAS, PURA § 33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, the City's attorneys and consultants recommend that the City deny the application.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____, TEXAS:

SECTION 1. That the rates proposed by CenterPoint in an application submitted to the City by CenterPoint on or about April 5, 2019, are hereby found to be unreasonable, and are denied.

SECTION 2. That the Company shall continue to charge its existing rates for transmission and distribution service to customers with the City.

SECTION 3. That GCCC's reasonable rate case expenses shall be reimbursed by CenterPoint within 30 days of presentation of an invoice to CenterPoint.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law, and that the public notice was given of the time, place, and purpose of said meeting, as required.

SECTION 5. A copy of this Resolution shall be sent to CenterPoint, care of Patrick Peters, CenterPoint Energy, Inc., 1005 Congress Avenue, Suite 650, Austin, Texas 78701 (patrick.peters@centerpointenergy.com), and to Chris Brewster at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (cbrewster@lglawfirm.com).

PASSED AND APPROVED this _____ day of _____, 2019.

MAYOR

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

MODEL STAFF REPORT REGARDING CENTERPOINT’S REQUESTED RATE CHANGE

PURPOSE:

On April 5, 2019, CenterPoint Energy Houston Electric, LLC (“CenterPoint” or “Company”) filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$161 million per year. In the filing, the Company asks the City to approve an increase in \$154 million in retail transmission and distribution rates (an increase of about 7.4%) and \$6.8 million in wholesale transmission rates (an increase of about 1.8%). According to CenterPoint, the impact on an average residential customer would be an increase of about \$2.38 per month.

In a prior City action, CenterPoint’s rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Gulf Coast Coalition of Cities (“GCCC”), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of experts engaged by GCCC, CenterPoint’s request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by CenterPoint.

Explanation of “Be It Resolved” Sections:

1. This paragraph finds that the Company’s application is unreasonable and should be denied.
2. This section requires CenterPoint to maintain its existing rates within the City.
3. This section states that GCCC’s reasonable rate case expenses shall be reimbursed by CenterPoint within 30 days of presentation of an invoice to CenterPoint.
4. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides that the City will notify counsel for CenterPoint and counsel for GCCC of the City’s action by sending a copy of the approved and signed Resolution to each counsel.



Legislation Details (With Text)

File #: ORD 19-056 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 7/8/2019 **In control:** City Council
On agenda: 7/16/2019 **Final action:**
Title: Consideration of and action on an ordinance calling a public hearing on the proposed FY 2019-2020 Crime Control and Prevention District Budget.
Sponsors: City Manager's Office
Indexes:
Code sections:
Attachments: [Ord - Public hearing on 2019-2020 CCPD Budget](#)
[CCPD 19-20 Proposed Budget 07.08](#)

Date	Ver.	Action By	Action	Result
7/16/2019	1	City Council		

Consideration of and action on an ordinance calling a public hearing on the proposed FY 2019-2020 Crime Control and Prevention District Budget.

Summary:

The Crime Control and Prevention District Act (Chapter 363 of the Texas Local Government Code) prescribes the process for adopting an annual budget for the Crime Control and Prevention District. On June 10, 2019, the Crime Control and Prevention District Board of Directors ("Board") conducted a public hearing on the proposed FY 2019-2020 Crime Control and Prevention District Budget. On July 8, 2019, the Board approved the FY 2019-2020 Crime Control and Prevention District Budget and voted to submit the budget to the City Council. The City Council is scheduled to conduct a public hearing on the budget on August 20, 2019 at 7:30 p.m. Afterward, during the regular meeting, the City Council will consider action on the budget. This schedule is in accordance with the Crime Control and Prevention District Act, which states that not later than the 30th day before the date the fiscal year begins, the governing body shall approve or reject the budget submitted by the Board. If the City Council rejects the budget submitted by the Board, the City Council and the Board shall meet and together amend and approve the budget before the beginning of the fiscal year, which is October 1. Attached is the budget approved by the CCPD Board formatted for inclusion in the FY 2019-2020 City Budget as a "Component Unit."

Fiscal/Budgetary Impact:

Adoption of the FY 2019-2020 Crime Control and Prevention District Budget is necessary to carry out the programs adopted by the Board and funded by the 1/4% dedicated sales tax approved by the voters.

Approve the proposed ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DEER PARK SETTING A DATE AND TIME FOR A PUBLIC HEARING ON THE CITY APPROVING THE 2019-2020 BUDGET FOR A CRIME CONTROL AND PREVENTION DISTRICT.

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

I.

The City Council of the City of Deer Park, Texas hereby acknowledges receipt of the 2018-2019 Crime Control and Prevention District Budget, which was approved by the Crime Control and Prevention District Board of Directors on July 8, 2019.

II.

“Pursuant to the provisions of Section 363.205 of the Local Government Code, the City Council of the City of Deer Park, Texas, has called, and does hereby call, a Public Hearing to be held on the 20th day of August, 2019, at 7:30 o’clock p.m. in the City Council Chamber at the City Hall of said City at 710 E. San Augustine Street in said City, at which time and place they will hear all persons desiring to be heard on or in connection with any matter or questions involving the approval by the City of the 2019-2020 budget for a Crime Control and Prevention District.”

III.

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

IV.

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

PASSED, APPROVED AND ADOPTED, on the first and final reading this ____ day of _____, 2019, by a vote of _____ “ayes” and _____ “noes”, this Ordinance having been read in full prior to such vote.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney

**CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2019-2020 ANNUAL BUDGET**

REVENUE SUMMARY

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROJECTED 19-20
Tax Revenue	\$ 1,636,210	\$ 1,435,200	\$ 1,510,000	\$ 1,500,000
Other Revenue	6,578	11,000	8,400	7,800
Prior Year Revenue	-	519,417	-	1,207,773
Total Revenue	\$ 1,642,788	\$ 1,965,617	\$ 1,518,400	\$ 2,715,573

**CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2019-2020 ANNUAL BUDGET**

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROJECTED 19-20
<u>3100 TAX REVENUE</u>				
3120 Sales Tax Revenue	\$ 1,636,210	\$ 1,435,200	\$ 1,510,000	\$ 1,500,000
Total Tax Revenue	<u>1,636,210</u>	<u>1,435,200</u>	<u>1,510,000</u>	<u>1,500,000</u>
<u>3600 OTHER REVENUE</u>				
3614 Sale of Surplus Material	5,550	10,000	5,000	5,000
3620 Investment Revenue	1,028	1,000	3,400	2,800
3630 Insurance Reimbursement	-	-	-	-
Total Other Revenue	<u>6,578</u>	<u>11,000</u>	<u>8,400</u>	<u>7,800</u>
Prior Year Revenue	<u>-</u>	<u>519,417</u>	<u>-</u>	<u>1,207,773</u>
TOTAL REVENUE	<u>\$ 1,642,788</u>	<u>\$ 1,965,617</u>	<u>\$ 1,518,400</u>	<u>\$ 2,715,573</u>

CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2019-2020 ANNUAL BUDGET

EXPENDITURE SUMMARY

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROPOSED 19-20
Personnel & Related	\$ 343,843	\$ 686,418	\$ 540,252	\$ 729,854
Services	105,608	157,558	154,044	172,112
Supplies	150,145	208,457	164,265	297,121
Repairs & Maintenance	4,350	69,446	56,460	35,392
Other Operating Expenditures	-	14,396	-	-
Capital Outlay	528,936	829,342	348,809	1,481,094
Transition Fund	-	-	-	-
Total Expenditures	\$ 1,132,882	\$ 1,965,617	\$ 1,263,830	\$ 2,715,573

PERSONNEL SCHEDULE

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

PROGRAM DESCRIPTION

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

CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2019-2020 ANNUAL BUDGET

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROPOSED 19-20
<u>4100 PERSONNEL & RELATED</u>				
4101 Salaries - Full Time	\$ 239,182	\$ 467,310	\$ 380,628	\$ 517,745
4104 Salaries - Overtime	12,312	20,000	21,744	20,000
4106 Social Security/Medicare	18,449	37,035	30,900	40,809
4107 TMRS	36,709	70,731	52,000	76,175
4108 Health & Life Insurance	26,804	88,632	42,500	60,876
4109 Workers Compensation	1,696	2,485	1,580	2,824
4114 Section 125 Admin Fee	100	225	100	135
4117 Health Savings Account	-	-	800	1,290
4197 Pension Expense	3,804	-	5,000	5,000
4198 OPEB Expense	4,787	-	5,000	5,000
Total Personnel & Related	343,843	686,418	540,252	729,854
<u>4200 SERVICES</u>				
4231 Equipment Rental	14,950	21,600	21,386	43,200
4239 Audit Fee	2,000	2,000	2,000	2,000
4250 Training & Travel	2,500	1,970	1,970	-
4252 Dues & Fees	686	10,444	10,193	10,555
4279 Software - Other	84,148	116,273	113,224	110,357
4290 Contract Labor	900	5,271	5,271	6,000
4294 Outside Services	424	-	-	-
Total Services	105,608	157,558	154,044	172,112
<u>4300 SUPPLIES</u>				
4305 Printing	136	-	-	-
4307 Postage	7	327	100	327
4308 Small Tools & Minor Equipment	140,825	193,965	150,000	265,892
4314 Protective Clothing	9,177	14,165	14,165	30,902
Total Supplies	150,145	208,457	164,265	297,121
<u>4400 REPAIRS & MAINTENANCE</u>				
4402 Machinery & Equipment	-	1,500	-	5,392
4404 Buildings	-	30,088	30,765	-
4405 Radios	-	5,163	2,000	-
4409 Air Conditioners	-	2,695	2,695	-
4412 Grounds Maintenance	4,350	30,000	21,000	30,000
Total Repairs & Maintenance	4,350	69,446	56,460	35,392

CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2019-2020 ANNUAL BUDGET

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROPOSED 19-20
<u>4500 OTHER OPERATING EXP.</u>				
4511 Salary Contingency	-	14,396	-	-
Total Other Operating Exp.	-	14,396	-	-
<u>4900 CAPITAL OUTLAY</u>				
4902 Buildings	175,768	479,000	30,000	910,000
4903 Improvements Other than Bldgs	2,175	-	-	-
4904 Machinery & Equipment	116,904	166,163	151,374	222,861
4906 Automobiles & Light Trucks	232,589	184,179	167,435	348,233
4908 Lease Purchase	-	-	-	-
4941 Consulting Engineer Fee	1,500	-	-	-
Total Capital Outlay	528,936	829,342	348,809	1,481,094
TOTAL OPERATING BUDGET	1,132,882	1,965,617	1,263,830	2,715,573
Transition Fund	-	-	-	-
TOTAL EXPENDITURES	\$ 1,132,882	\$ 1,965,617	\$ 1,263,830	\$ 2,715,573

**CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2019-2020 ANNUAL BUDGET**

4100 - PERSONNEL & RELATED			
4101	Salaries - Full Time		\$ 517,745
4104	Overtime		20,000
	Various Benefits (Total)		182,109
	Pension/OPEB Expense		10,000
	TOTAL PERSONNEL		<u>729,854</u>
4200 - SERVICES			
4231	Equipment Rental		43,200
	Rental Vehicles for detectives	43,200	
4239	Annual Audit		2,000
4252	Dues & Fees		10,555
	Vehicle Registrations for PD Fleet	671	
	LeadsOnline annual subscription	4,748	
	Lexis Nexis annual subscription	5,136	
4279	Software - Other		110,357
	OSSI Agency Licensing Fee	46,295	
	OSSI Consortium Fee	30,441	
	RMS License for Investigators & Property/Evidence	4,500	
	Cellebrite UFED Annual License Renewal	3,999	
	Extended Warranty for Dispatch Equipment	13,006	
	Windows 10, Office Pro, TRAPS Licenses	1,092	
	IA Pro & Blue Team software maintenance	2,000	
	LPR License Agreement (Vigilant)	6,000	
	SolarWinds Serv-U License for Records	3,024	
4290	Contract Labor		6,000
	ERAD Enterprise Service - Fraud Detection	6,000	
	TOTAL SERVICES		<u>172,112</u>
4300 - SUPPLIES			
4307	Postage		327
4308	Equipment		265,892
	Airlink modems for (5) patrol Tahoes	8,850	
	AED Package/ Ambu Bags/ Trauma Kits	7,090	
	Chairs for breakroom, briefing room, offices	9,816	
	Colt AR-15 rifles (4) with lighting for SWAT	5,982	
	New & replacement computers & equipment	7,550	
	Laptop for Assistant Chief	1,700	
	Motorola APX6000 radios, parts & accessories	29,320	
	Kustom Signals radar - (6) dash mounted / (2) laser	15,208	
	DataLux Tracer systems (5), printer & accessories	30,661	
	Various equipment for Tahoes	108,080	
	Upgrade Cellebrite computer for investigations	5,322	
	New furniture for Police Department lobby	7,667	
	New desk for CID office	4,200	
	Replace broken scale in Property & Evidence Room	1,260	
	Tasers (19), batteries, and holsters	22,686	
	Wi-Fi cameras & SD cards (5) for investigations	500	

**CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2019-2020 ANNUAL BUDGET**

4314	Protective Clothing		30,902
	Riot Gear for new member & repairs to equipment	2,000	
	Gas Masks & Filters for SWAT & patrol officers	22,454	
	Rifle vests (9) for new officers	6,448	
	TOTAL SUPPLIES		<u>297,121</u>
4400 -	MAINTENANCE		
4402	Equipment Maintenance		5,392
	DataLux Tracer maintenance/repairs	1,500	
	5-Year warranty for DVD burner reboot	3,892	
4412	Grounds Maintenance		30,000
	Grounds maintenance for the firing range	30,000	
	TOTAL MAINTENANCE		<u>35,392</u>
4900 -	CAPITAL OUTLAY		
4902	Building		910,000
	Berm reconstruction at the firing range	730,000	
	Programming Conceptual Phase - EOC	30,000	
	Building covers and storage at firing range	150,000	
4904	Specialized Equipment		222,861
	Fiber route protection for RMS/CAD	56,500	
	Building Automation System/Outside Air Return	97,175	
	Evidence locker refrigerator at Police Department	27,830	
	Watch Guard In-Car Video System (5)	41,356	
4906	Vehicles		348,233
	Six (6) new Tahoes	257,037	
	Community Patrol Cruiser & Trailer	15,434	
	Replacement vehicle for Police Chief	37,881	
	New vehicle for Captain	37,881	
	TOTAL CAPITAL OUTLAY		<u>1,481,094</u>
	TOTAL BUDGETED EXPENDITURES		<u>\$ 2,715,573</u>



Legislation Details (With Text)

File #: ORD 19-057 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 7/8/2019 **In control:** City Council
On agenda: 7/16/2019 **Final action:**
Title: Consideration of and action on an ordinance calling a public hearing on the proposed FY 2019-2020 Fire Control, Prevention and Emergency Medical Services District Budget.
Sponsors: City Manager's Office
Indexes:
Code sections:
Attachments: [FCPEMSD 19-20 Proposed Budget 07.08](#)
[Ord - Public Hearing on 2019-2020 FCPEMSD Budget](#)

Date	Ver.	Action By	Action	Result
7/16/2019	1	City Council		

Consideration of and action on an ordinance calling a public hearing on the proposed FY 2019-2020 Fire Control, Prevention and Emergency Medical Services District Budget.

Summary:

The Fire Control, Prevention and Emergency Medical Services District Act (Chap. 344 of the Texas Local Government Code) prescribes the process for adopting an annual budget for the Fire Control, Prevention and Emergency Medical Services District. On June 10, 2019, the Fire Control, Prevention and Emergency Medical Services District Board of Directors ("Board") conducted a public hearing on the proposed FY 2019-2020 Fire Control, Prevention and Emergency Medical Services District Budget. On July 8, 2019, the Board approved the FY 2019-2020 Fire Control, Prevention and Emergency Medical Services District Budget and voted to submit the budget to the City Council. The City Council is scheduled to conduct a public hearing on the budget on August 20, 2019 at 7:30 p.m. Afterward, during the regular meeting, the City Council will consider action on the budget. This schedule is in accordance with the Fire Control, Prevention and Emergency Medical Services District Act, which states that not later than the 30th day before the date the fiscal year begins, the governing body shall approve or reject the budget submitted by the Board. If City Council rejects the budget submitted by the Board, the City Council and the Board shall meet and together amend and approve the budget before the beginning of the fiscal year, which is October 1. Attached is the proposed budget for the Fire Control, Prevention and Emergency Medical Services District formatted for inclusion in the FY 2019-2020 City Budget as a "Component Unit."

Fiscal/Budgetary Impact:

The FY 2019-2020 Fire Control, Prevention and Emergency Medical Services District Budget is necessary to carry out the programs adopted by the Board and funded by the 1/4% dedicated sales

tax approved by the voters.

Approve the ordinance.

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET

REVENUE SUMMARY

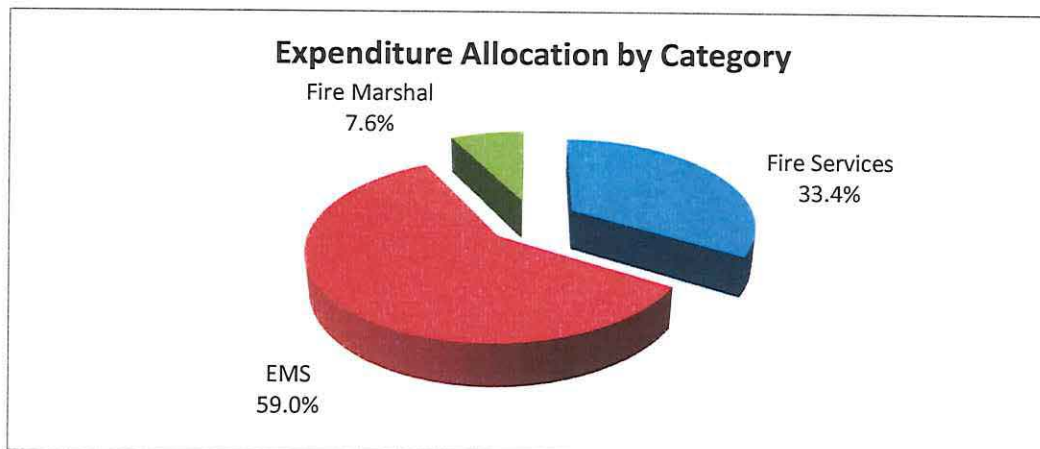
	ACTUAL	BUDGET	ESTIMATED	PROJECTED
	17-18	18-19	18-19	19-20
Tax Revenue	\$ 1,691,438	\$ 1,435,200	\$ 1,565,000	\$ 1,500,000
Other Revenue	1,368	600	3,100	2,400
Prior Year Revenue	<u>-</u>	<u>2,707,424</u>	<u>2,389,307</u>	<u>439,981</u>
Total Revenue	<u>\$ 1,692,806</u>	<u>\$ 4,143,224</u>	<u>\$ 3,957,407</u>	<u>\$ 1,942,381</u>

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET

	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROJECTED 19-20
<u>3100 TAX REVENUE</u>				
3120 Sales Tax Revenue	<u>\$ 1,691,438</u>	<u>\$ 1,435,200</u>	<u>\$ 1,565,000</u>	<u>\$ 1,500,000</u>
Total Tax Revenue	<u>1,691,438</u>	<u>1,435,200</u>	<u>1,565,000</u>	<u>1,500,000</u>
<u>3600 OTHER REVENUE</u>				
3620 Investment Revenue	1,368	600	3,100	2,400
3631 Miscellaneous Revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Other Revenue	<u>1,368</u>	<u>600</u>	<u>3,100</u>	<u>2,400</u>
Prior Year Revenue	<u>-</u>	<u>2,707,424</u>	<u>2,389,307</u>	<u>439,981</u>
 TOTAL REVENUE	 <u>\$ 1,692,806</u>	 <u>\$ 4,143,224</u>	 <u>\$ 3,957,407</u>	 <u>\$ 1,942,381</u>

**CITY OF DEER PARK
2019-2020 ANNUAL BUDGET
FIRE CONTROL, PREVENTION AND EMS DISTRICT EXPENDITURE SUMMARY**

DEPARTMENT	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROPOSED 19-20
<u>FIRE SERVICES</u>				
Personnel & Related	\$ -	\$ -	\$ -	\$ -
Services	105,175	110,500	107,110	121,710
Supplies	141,573	111,100	96,500	147,390
Repairs & Maintenance	68,613	84,000	68,500	88,500
Other Operating Expenditures	-	-	-	-
Capital Outlay	183,596	157,600	157,600	287,600
Total Fire Services	498,957	463,200	429,710	645,200
<u>EMERGENCY MEDICAL SERVICES</u>				
Personnel & Related	686,139	709,613	597,185	695,789
Services	56,705	83,500	83,500	122,930
Supplies	13,865	42,430	52,000	98,000
Repairs & Maintenance	48,974	45,500	45,000	17,000
Other Operating Expenditures	-	12,299	12,299	-
Capital Outlay	205,470	2,650,000	2,624,143	215,000
Total Emergency Medical Services	1,011,153	3,543,342	3,414,127	1,148,719
<u>FIRE MARSHAL</u>				
Personnel & Related	83,931	112,962	103,470	121,662
Services	22,346	16,000	9,100	21,000
Supplies	1,025	1,300	500	1,300
Repairs & Maintenance	1,109	4,500	500	4,500
Other Operating Expenditures	-	1,920	-	-
Capital Outlay	-	-	-	-
Total Fire Marshal	108,411	136,682	113,570	148,462
TOTAL EXPENDITURES	\$ 1,618,521	\$ 4,143,224	\$ 3,957,407	\$ 1,942,381



**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET**

EXPENDITURE SUMMARY

TOTAL FCPEMSD

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROPOSED 19-20
Personnel & Related	\$ 770,070	\$ 822,575	\$ 700,655	\$ 817,451
Services	184,226	210,000	199,710	265,640
Supplies	156,463	154,830	149,000	246,690
Repairs & Maintenance	118,696	134,000	114,000	110,000
Other Operating Expenditures	-	14,219	12,299	-
Capital Outlay	389,066	2,807,600	2,781,743	502,600
Total Expenditures	\$ 1,618,521	\$ 4,143,224	\$ 3,957,407	\$ 1,942,381

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET**

TOTAL FCPEMSD

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROPOSED 19-20
<u>4100 PERSONNEL & RELATED</u>				
4101 Salaries - Full Time	\$ 417,219	\$ 471,476	\$ 361,250	\$ 477,403
4102 Salaries - Part Time	10,201	29,500	20,720	29,500
4104 Salaries - Overtime	127,951	86,000	121,350	86,000
4106 Social Security/Medicare	41,249	44,696	38,175	45,146
4107 TMRS	79,420	81,049	61,000	80,059
4108 Health & Life Insurance	67,730	71,100	61,800	59,844
4109 Workers Compensation	3,533	5,139	3,300	5,284
4114 Section 125 Admin Fee	89	90	15	-
4117 Health Savings Account	3,785	5,025	4,545	5,715
4197 Pension Expense	6,796	28,500	11,000	11,000
4198 OPEB Expense	12,097	-	17,500	17,500
Total Personnel & Related	<u>770,070</u>	<u>822,575</u>	<u>700,655</u>	<u>817,451</u>
<u>4200 SERVICES</u>				
4219 Mobile Technology	9,831	11,000	9,600	12,500
4239 Audit Fees	2,000	2,000	2,000	2,000
4250 Training and Travel	2,813	-	-	7,500
4252 Dues & Fees	470	4,250	3,110	2,810
4254 Inspections & Permits	12,317	21,250	25,000	56,600
4255 Community/Employee Affairs	3,332	10,000	9,500	15,830
4256 Santa Around Town	-	-	-	-
4279 Software - Other	15,395	27,000	20,500	38,900
4290 Contract Labor	138,068	134,500	130,000	129,500
Total Services	<u>184,226</u>	<u>210,000</u>	<u>199,710</u>	<u>265,640</u>
<u>4300 SUPPLIES</u>				
4301 Office Supplies	-	500	-	-
4303 Operational Supplies	4,820	39,730	28,500	36,300
4307 Postage	-	100	-	-
4308 Small Tools & Minor Equipment	108,526	42,500	50,500	128,390
4314 Protective Clothing	43,117	70,000	70,000	80,000
4346 Election Supplies	-	-	-	-
4348 Books	-	2,000	-	2,000
Total Supplies	<u>156,463</u>	<u>154,830</u>	<u>149,000</u>	<u>246,690</u>

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET**

TOTAL FCPEMSD

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROPOSED 19-20
<u>4400 REPAIRS & MAINTENANCE</u>				
4401 Vehicles	43,569	41,500	39,500	64,500
4402 Machinery & Equipment	60,575	47,500	34,500	10,500
4404 Buildings	7,668	8,000	7,500	8,000
4405 Radios	619	10,000	7,000	5,000
4413 Drill Field	6,265	20,000	19,500	15,000
4430 Furniture & Fixtures	-	7,000	6,000	7,000
Total Repairs & Maintenance	<u>118,696</u>	<u>134,000</u>	<u>114,000</u>	<u>110,000</u>
<u>4500 OTHER OPERATING EXP.</u>				
4510 Contingency	-	-	-	-
4511 Salary Contingency	-	14,219	12,299	-
Total Other Operating Exp.	<u>-</u>	<u>14,219</u>	<u>12,299</u>	<u>-</u>
<u>4900 CAPITAL OUTLAY</u>				
4902 Buildings	-	2,500,000	2,500,000	-
4903 Improvements Other Than Bldgs.	-	-	-	-
4904 Machinery & Equipment	52,316	-	-	75,000
4906 Automobiles & Light Trucks	-	-	-	110,000
4907 Large Trucks/Heavy Rolling Stock	-	-	-	160,000
4908 Lease Purchase	131,280	157,600	157,600	157,600
4941 Consulting Engineer Fee	-	-	42,143	-
4942 Consulting Architect Fee	<u>205,470</u>	<u>150,000</u>	<u>82,000</u>	<u>-</u>
Total Capital Outlay	<u>389,066</u>	<u>2,807,600</u>	<u>2,781,743</u>	<u>502,600</u>
TOTAL EXPENDITURES	<u>\$ 1,618,521</u>	<u>\$ 4,143,224</u>	<u>\$ 3,957,407</u>	<u>\$ 1,942,381</u>

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET

EXPENDITURE SUMMARY

304 - FIRE SERVICES

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROPOSED 19-20
Services	\$ 105,175	\$ 110,500	\$ 107,110	\$ 121,710
Supplies	141,573	111,100	96,500	147,390
Repairs & Maintenance	68,613	84,000	68,500	88,500
Other Operating Expenditures	-	-	-	-
Capital Outlay	183,596	157,600	157,600	287,600
Total Expenditures	\$ 498,957	\$ 463,200	\$ 429,710	\$ 645,200

PROGRAM DESCRIPTION

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

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET**

304 - FIRE SERVICES

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROPOSED 19-20
<u>4200 SERVICES</u>				
4219 Mobile Technology	5,624	6,000	5,000	5,000
4239 Audit Fees	2,000	2,000	2,000	2,000
4252 Dues & Fees	8	250	110	110
4254 Inspections & Permits	12,317	21,250	25,000	27,600
4255 Community & Employee Awards	-	-	-	-
4256 Santa Around Town	-	-	-	-
4279 Software - Other	-	-	-	12,000
4290 Contract Labor	85,226	81,000	75,000	75,000
Total Services	105,175	110,500	107,110	121,710
<u>4300 SUPPLIES</u>				
4301 Office Supplies	-	500	-	-
4303 Operational Supplies	136	13,000	2,500	10,000
4307 Postage	-	100	-	-
4308 Small Tools & Minor Equipment	98,320	25,500	24,000	55,390
4314 Protective Clothing	43,117	70,000	70,000	80,000
4346 Election Supplies	-	-	-	-
4348 Books	-	2,000	-	2,000
Total Supplies	141,573	111,100	96,500	147,390
<u>4400 REPAIRS & MAINTENANCE</u>				
4401 Vehicles	24,746	23,000	23,000	46,000
4402 Machinery & Equipment	29,315	16,000	5,500	7,500
4404 Buildings	7,668	8,000	7,500	8,000
4405 Radios	619	10,000	7,000	5,000
4413 Drill Field	6,265	20,000	19,500	15,000
4430 Furniture & Fixtures	-	7,000	6,000	7,000
Total Repairs & Maintenance	68,613	84,000	68,500	88,500
<u>4500 OTHER OPERATING EXP.</u>				
4510 Contingency	-	-	-	-
4511 Salary Contingency	-	-	-	-
Total Other Operating Expenditures	-	-	-	-

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET**

304 - FIRE SERVICES

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROPOSED 19-20
<u>4900 CAPITAL OUTLAY</u>				
4903 Improvements Other Than Bldgs.	-	-	-	-
4904 Machinery & Equipment	52,316	-	-	75,000
4906 Automobiles & Light Trucks	-	-	-	55,000
4907 Large Trucks/Heavy Rolling Stock	-	-	-	-
4908 Lease Purchase	131,280	157,600	157,600	157,600
4941 Consulting Engineer Fee	-	-	-	-
Total Capital Outlay	<u>183,596</u>	<u>157,600</u>	<u>157,600</u>	<u>287,600</u>
 TOTAL EXPENDITURES	 <u>\$ 498,957</u>	 <u>\$ 463,200</u>	 <u>\$ 429,710</u>	 <u>\$ 645,200</u>

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET**

		304 - FIRE SERVICES	
4200 -	SERVICES		
4219	Mobile Technology		\$ 5,000
	Air cards	5,000	
4239	Audit Fees		2,000
	Annual Audit	2,000	
4252	Dues and Fees		110
	Registration renewals	110	
4254	Inspections and Permits		27,600
	Breathing Air	5,000	
	Annual Inspection - SCBA	2,500	
	Annual Inspection - Jaws Hydraulic Tools	1,500	
	Annual Inspection - Hose, Pump and Ladder	11,000	
	Annual Inspection and Load Test - Generators	5,000	
	Annual Inspection - Ice Machines	2,600	
4279	Software - Other		12,000
	Replace outdated/unsupported software with National Fire Incident Reporting System	12,000	
4290	Contract Labor		75,000
	VFD Personnel Services	70,000	
	Drill Field Janitorial Maintenance	5,000	
TOTAL SERVICES			<u>121,710</u>
4300 -	SUPPLIES		
4303	Operational Supplies		10,000
	Miscellaneous operational supplies	10,000	
4308	Small Tools & Minor Equipment		55,390
	Accessories for replacement of Unit 401	15,000	
	Replacement of 30-Minute carbon Cylinders	12,000	
	Miscellaneous tools and equipment	28,390	
4314	Protective Clothing		80,000
	Bunker gear, gloves, helmets, boots, etc.	80,000	
4348	Books		2,000
	SFFMA Academy Books	2,000	
TOTAL SUPPLIES			<u>147,390</u>
4400 -	REPAIRS & MAINTENANCE		
4401	Vehicles		46,000
	PM for fire equipment and apparatus	13,000	
	Miscellaneous repairs and maintenance	33,000	
4402	Machinery & Equipment		7,500
	Ice machine repairs	2,000	
	Generator repairs	4,000	
	Compressor repairs	1,500	
4404	Building		8,000
	Miscellaneous repairs and maintenance	8,000	
4405	Radios		5,000
	Repair of radios and related equipment	5,000	
4413	Drill Field		15,000
	Consumables (hay, propane, etc.)	4,000	
	Services - towing vehicle to drill field	2,000	
	Prop maintenance	2,000	
	Heat tiles, manikins, etc.	2,000	
	LPG Fuel	5,000	
4430	Furniture & Fixtures		7,000
	Replace furniture at 3 stations, as needed	7,000	
TOTAL REPAIRS & MAINTENANCE			<u>88,500</u>
4900 -	CAPITAL OUTLAY		
4904	Machinery & Equipment		75,000
	HD Extractor and Dryer Sets (3)	75,000	
4906	Automobiles & Light Trucks		55,000
	Replace Unit #401 (Assistant Fire Chief)	55,000	
4908	Lease Purchase		157,600
	Lease purchase financing - Ladder Truck	157,600	
TOTAL CAPITAL OUTLAY			<u>287,600</u>
TOTAL BUDGETED EXPENDITURES			<u>\$ 645,200</u>

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET**

EXPENDITURE SUMMARY

305 - EMERGENCY MEDICAL SERVICES

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROPOSED 19-20
Personnel & Related	\$ 686,139	\$ 709,613	\$ 597,185	\$ 695,789
Services	56,705	83,500	83,500	122,930
Supplies	13,865	42,430	52,000	98,000
Repairs & Maintenance	48,974	45,500	45,000	17,000
Other Operating Expenditures	-	12,299	12,299	-
Capital Outlay	205,470	2,650,000	2,624,143	215,000
Total Expenditures	\$ 1,011,153	\$ 3,543,342	\$ 3,414,127	\$ 1,148,719

PERSONNEL SCHEDULE

Assistant Chief EMS	0	1	1	1
EMS Captain	2	1	0	0
Paramedics	5	5	6	6
Part-Time Paramedics	2	2	2	2

PROGRAM DESCRIPTION

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

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET**

305 - EMERGENCY MEDICAL SERVICES

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROPOSED 19-20
<u>4100 PERSONNEL & RELATED</u>				
4101 Salaries - Full Time	\$ 356,123	\$ 409,511	\$ 295,650	\$ 408,146
4102 Salaries - Part Time	10,201	12,000	8,820	12,000
4104 Salaries - Overtime	127,595	80,000	120,600	80,000
4106 Social Security/Medicare	36,587	38,198	32,200	38,094
4107 TMRS	70,452	71,196	52,500	69,394
4108 Health & Life Insurance	61,849	64,872	55,700	53,640
4109 Workers Compensation	3,099	4,366	2,800	4,445
4114 Section 125 Admin Fee	89	90	15	-
4117 Health Savings Account	3,141	4,380	3,900	5,070
4197 Pension Expense	6,116	25,000	10,000	10,000
4198 OPEB Expense	10,887	-	15,000	15,000
Total Personnel & Related	686,139	709,613	597,185	695,789
<u>4200 SERVICES</u>				
4219 Mobile Technology	2,411	3,000	2,500	5,500
4250 Training and Travel	2,813	-	-	7,500
4252 Dues & Fees	462	4,000	3,000	2,700
4254 Inspections & Permits	-	-	-	29,000
4255 Community & Employee Awards	3,332	6,000	6,000	6,830
4279 Software - Other	12,245	17,000	17,000	19,400
4290 Contract Labor	35,442	53,500	55,000	52,000
Total Services	56,705	83,500	83,500	122,930
<u>4300 SUPPLIES</u>				
4301 Office Supplies	-	-	-	-
4303 Operational Supplies	4,684	26,430	26,000	26,000
4308 Small Tools & Minor Equipment	9,181	16,000	26,000	72,000
4348 Books	-	-	-	-
Total Supplies	13,865	42,430	52,000	98,000
<u>4400 REPAIRS & MAINTENANCE</u>				
4401 Vehicles	17,714	16,000	16,000	16,000
4402 Machinery & Equipment	31,260	29,500	29,000	1,000
Total Repairs & Maintenance	48,974	45,500	45,000	17,000

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET**

305 - EMERGENCY MEDICAL SERVICES

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROPOSED 19-20
<u>4500 OTHER OPERATING EXP.</u>				
4511 Salary Contingency	-	12,299	12,299	-
Total Other Operating Exp.	<u>-</u>	<u>12,299</u>	<u>12,299</u>	<u>-</u>
<u>4900 CAPITAL OUTLAY</u>				
4902 Buildings	-	2,500,000	2,500,000	-
4904 Machinery & Equipment	-	-	-	-
4906 Automobiles & Light Trucks	-	-	-	55,000
4907 Large Trucks/Heavy Rolling Stock	-	-	-	160,000
4941 Consulting Engineer Fee	-	-	42,143	-
4942 Consulting Architect Fee	205,470	150,000	82,000	-
Total Capital Outlay	<u>205,470</u>	<u>2,650,000</u>	<u>2,624,143</u>	<u>215,000</u>
 TOTAL EXPENDITURES	 <u>\$ 1,011,153</u>	 <u>\$ 3,543,342</u>	 <u>\$ 3,414,127</u>	 <u>\$ 1,148,719</u>

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET**

305 - EMERGENCY MEDICAL SERVICES

4100 - PERSONNEL & RELATED			
4101	Salaries - Full Time		\$ 408,146
4102	Salaries - Part Time		12,000
4104	Overtime		80,000
	Various Benefits (Total)		170,643
	Pension/OPEB Expense		25,000
TOTAL PERSONNEL			<u>695,789</u>
4200 - SERVICES			
4219	Mobile Technology		5,500
	Air cards	2,500	
	Data Plan for 4G Modems for LP15 Monitors	3,000	
4250	Training and Travel		7,500
	In-house AED/CPR Training	4,500	
	Manikins and Training Materials	3,000	
4252	Dues and Fees		2,700
	CLIA Lab Fees	250	
	Ambulance License Renewal (\$150 x 4 Units)	600	
	Ambulance Operating License Renewal Fee	500	
	SETRAC Annual Dues	250	
	EMS Personnel License Renewal Avg 10 @ \$96	960	
	CE (Continuing Ed) State Renewal for in-house tr	75	
	Vehicle registration	65	
4254	Inspections & Permits		29,000
	Annual PM Inspection of Stretchers	9,000	
	Quarterly Inspection of AED, LP15, Lucas Device	20,000	
4255	Community Awards		6,830
	EMS Week, Fire Responders Appreciation, etc.	6,830	
4279	Software - Other		19,400
	Pediatric Emergency Standards	1,100	
	ESO Solutions Annual Fees	8,000	
	Gateway EDI	1,700	
	EMS Technology	1,800	
	Target Solutions (on-line recordkeeping)	4,700	
	EMS Simulator (SimMan)	1,500	
	When To Work Scheduling Software	500	
	Sunguard Freedom One Solution (mobile app)	100	
4290	Contract Labor		52,000
	Volunteer Stipends (\$9,000/quarter)	36,000	
	Ambulance Supplemental Payment Program	16,000	
TOTAL SERVICES			<u>122,930</u>
4300 - SUPPLIES			
4303	Operational Supplies		26,000
	EMS medical supplies, medications, etc.	15,000	
	Disposable PPE, Spider Straps, etc.	500	
	Warehouse (gloves, cleaning supplies, etc.)	1,500	
	Cyano-kits cyanide exposure treatment kits	3,500	
	Miscellaneous	5,500	
4308	Small Tools & Minor Equipment		72,000
	Accessories for Remount of Medic 1	15,000	
	Accessories for Squad 2	17,000	
	4G Modems (5)	6,000	
	Motorola Radio in EMS Station	12,000	
	Binder Lift Devices	6,000	
	Replacement gear bags	4,000	
	Rescue tool replacement	4,000	
	Replacement or additions to vehicles (storage bir	5,000	
	Miscellaneous replacement supplies/equipment	3,000	
TOTAL SUPPLIES			<u>98,000</u>

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET

305 - EMERGENCY MEDICAL SERVICES

4400-	REPAIRS & MAINTENANCE		
4401	Vehicles		16,000
	Tires	6,000	
	Preventative Maintenance	5,000	
	Unforeseen Maintenance	5,000	
4402	Machinery & Equipment		1,000
	LP-15 and AED maintenance	500	
	Stretcher maintenance	500	
	TOTAL REPAIRS & MAINTENANCE		<u>17,000</u>
4900 -	CAPITAL OUTLAY		
4906	Automobiles & Light Trucks		55,000
	Replace Squad 2	55,000	
4907	Large Trucks/Heavy Rolling Stock		160,000
	Remount of Medic 1	160,000	
	TOTAL CAPITAL OUTLAY		<u>215,000</u>
	TOTAL BUDGETED EXPENDITURES		<u><u>\$ 1,148,719</u></u>

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET**

EXPENDITURE SUMMARY

307 - FIRE MARSHAL

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROPOSED 19-20
Personnel & Related	\$ 83,931	\$ 112,962	\$ 103,470	\$ 121,662
Services	22,346	16,000	9,100	21,000
Supplies	1,025	1,300	500	1,300
Repairs & Maintenance	1,109	4,500	500	4,500
Other Operating Expenditures	-	1,920	-	-
Capital Outlay	-	-	-	-
Total Expenditures	\$ 108,411	\$ 136,682	\$ 113,570	\$ 148,462

PERSONNEL SCHEDULE

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

PROGRAM DESCRIPTION

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

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET**

307 - FIRE MARSHAL

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROPOSED 19-20
<u>4100 PERSONNEL & RELATED</u>				
4101 Salaries - Full Time	\$ 61,096	\$ 61,965	\$ 65,600	\$ 69,257
4102 Salaries - Part Time	-	17,500	11,900	17,500
4104 Salaries - Overtime	356	6,000	750	6,000
4106 Social Security/Medicare	4,662	6,498	5,975	7,052
4107 TMRS	8,968	9,853	8,500	10,665
4108 Health & Life Insurance	5,881	6,228	6,100	6,204
4109 Workers Compensation	434	773	500	839
4114 Section 125 Admin Fee	-	-	-	-
4117 Health Savings Account	644	645	645	645
4197 Pension Expense	680	3,500	1,000	1,000
4198 OPEB Expense	1,210	-	2,500	2,500
Total Personnel & Related	83,931	112,962	103,470	121,662
<u>4200 SERVICES</u>				
4219 Mobile Technology	1,796	2,000	2,100	2,000
4255 Community/Employee Affairs	-	4,000	3,500	9,000
4279 Software - Other	3,150	10,000	3,500	7,500
4290 Contract Labor	17,400	-	-	2,500
Total Services	22,346	16,000	9,100	21,000
<u>4300 SUPPLIES</u>				
4303 Operational Supplies	-	300	-	300
4308 Small Tools & Minor Equipment	1,025	1,000	500	1,000
Total Supplies	1,025	1,300	500	1,300
<u>4400 REPAIRS & MAINTENANCE</u>				
4401 Vehicles	1,109	2,500	500	2,500
4402 Machinery & Equipment	-	2,000	-	2,000
4404 Building	-	-	-	-
Total Repairs & Maintenance	1,109	4,500	500	4,500

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET**

307 - FIRE MARSHAL

DESCRIPTION	ACTUAL 17-18	BUDGET 18-19	ESTIMATED 18-19	PROPOSED 19-20
<u>4500 OTHER OPERATING EXP.</u>				
4511 Salary Contingency	-	1,920	-	-
Total Other Operating Exp.	-	1,920	-	-
<u>4900 CAPITAL OUTLAY</u>				
4904 Machinery & Equipment	-	-	-	-
4906 Automobiles & Light Trucks	-	-	-	-
4907 Truck & Heavy Rolling Stock	-	-	-	-
Total Capital Outlay	-	-	-	-
 TOTAL EXPENDITURES	 <u>\$ 108,411</u>	 <u>\$ 136,682</u>	 <u>\$ 113,570</u>	 <u>\$ 148,462</u>

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2019-2020 ANNUAL BUDGET

307 - FIRE MARSHAL

4100 -	PERSONNEL & RELATED		
4101	Salaries - Full Time		\$ 69,257
4102	Salaries - Part Time		17,500
4104	Overtime		6,000
	Various Benefits (Total)		25,405
	Pension/OPEB Expense		3,500
	TOTAL PERSONNEL		121,662
4200 -	SERVICES		
4219	Mobile Technology		2,000
	Air cards	2,000	
4255	Community Awards		9,000
	Fire Prevention and Community Awareness	5,000	
	Challenge Coins	1,000	
	Fire Prevention Parade Incidentals	3,000	
4279	Software - Other		7,500
	Firehouse Annual Subscription	7,500	
4290	Contract Labor		2,500
	Manpower to cover Sparky during PR events	2,500	
	TOTAL SERVICES		21,000
4300 -	SUPPLIES		
4303	Operational Supplies		300
	Miscellaneous operational supplies	300	
4308	Small Tools & Minor Equipment		1,000
	Miscellaneous tools and equipment	1,000	
	TOTAL SUPPLIES		1,300
4400 -	REPAIRS & MAINTENANCE		
4401	Vehicles		2,500
	Repairs and maintenance, as needed	2,500	
4402	Machinery & Equipment		2,000
	Fire prevention education & investigation trailer	2,000	
	TOTAL REPAIRS & MAINTENANCE		4,500
	TOTAL BUDGETED EXPENDITURES		\$ 148,462

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DEER PARK SETTING A DATE AND TIME FOR A PUBLIC HEARING ON THE CITY APPROVING THE 2019-2020 BUDGET FOR A FIRE CONTROL PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT.

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

I.

The City Council of the City of Deer Park, Texas hereby acknowledges receipt of the 2019-2020 Fire Control Prevention and Emergency Medical Services District Budget, which was approved by the Fire Control Prevention and Emergency Medical Services District Board of Directors on July 8, 2019.

II.

“Pursuant to the provisions of Section 344.205 of the Local Government Code, the City Council of the City of Deer Park, Texas, has called, and does hereby call, a Public Hearing to be held on the 20th day of August, 2019, at 7:30 o’clock p.m. in the City Council Chamber at the City Hall of said City at 710 E. San Augustine Street in said City, at which time and place they will hear all persons desiring to be heard on or in connection with any matter or questions involving the approval by the City of the 2019-2020 budget for a Fire Control Prevention And Emergency Medical Services District.”

III.

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

IV.

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

PASSED, APPROVED AND ADOPTED, on the first and final reading this ____ day of _____, 2019, by a vote of _____ “ayes” and _____ “noes”, this Ordinance having been read in full prior to such vote.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 19-060 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 7/8/2019 **In control:** City Council
On agenda: 7/16/2019 **Final action:**

Title: Consideration of and action on an ordinance revising the FY 2018-2019 full-time and part-time employee classification scales.

Sponsors:

Indexes:

Code sections:

Attachments: [Ord - Amend Pay Range Chart July 2019](#)
[Revised 2018-19 Classification Scales_dep bldg official and_updated part time grades](#)

Date	Ver.	Action By	Action	Result
7/16/2019	1	City Council		

Consideration of and action on an ordinance revising the FY 2018-2019 full-time and part-time employee classification scales.

Summary:

The proposed action is to approve an ordinance revising the full-time classification scale to include the Deputy Building Official role (FT Classified Grade C-41) and the part-time classification scale for P/T Program Leader (PT Grade 8) and add "w/CDL" to the P/T Program Leader role in PT Grade 10. The Deputy Building Official and role will be a reclassification of an existing role.

Fiscal/Budgetary Impact:

Approximately \$10,000 annualized impact for full-time Deputy Building official budget. Minimal impact with P/T roles anticipated.

Approve the ordinance revising the classification scale.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2018-2019 CLASSIFICATION SCALE FOR FULL TIME (CLASSIFIED) AND PART-TIME EMPLOYEES OF THE CITY OF DEER PARK.

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

I.

On September 25, 2018, the City Council of the City of Deer Park adopted the FY 2018-2019 Employee Classification Scale and Pay Chart for employees of the City of Deer Park, Texas, by ordinance.

II.

The aforementioned Employee Classification Scale and Pay Chart includes classification scale for Full Time (classified), Leadership, Part-time, Temporary, and Grandfathered employees of the City of Deer Park.

III.

The classification scales are revised as follows:

- A. Full Time Classified Scale: Add Deputy Building Official to Grade C41
- B. Part-time scale: Add P&R Program Leader to PT Grade 8
- C. Part-time scale: Add “w/CDL” to Recreation Leader in PT Grade 10

IV.

The proposed amended classification scales are attached.

V.

All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed insofar as the same are in conflict with the provisions thereof.

VI.

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.

PASSED, APPROVED AND ADOPTED, on the first and final reading this ____ day of _____, 2019, by a vote of _____ “ayes” and _____ “noes”, this Ordinance having been read in full prior to such vote.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney

City of Deer Park
Classification Scale
July 9, 2019 - September 30, 2019

FULL-TIME POSITIONS (Classified Staff)

A11	A12	A13		
	Custodian Laborer Clerk Youth Artistic Specialist	Animal Control Officer Equipment Operator I Maintenance Worker Meter Reader Sanitation Laborer Secretary Deputy Court Clerk Station Attendant Records Technician		
B21	B22	B23	B24	
EMS Clerk Deputy Tax Collector Maintenance Technician I Payroll Coordinator Warehouse Attendant	Administrative Asst. Engineering Aide I Executive Secretary Equipment Operator II Industrial Waste Inspector Public Safety Attendant Lab Technician Mechanic I Community Liaison Crime Analyst Theatre/Drama Specialist I Plant Oper. "C" (Wtr/Swr) Welder Public Rel. Mktg. Asst	Arborist Records Mgmt. Coordinator HR Specialist Code Enforcement Officer Lab Analyst Mechanic II Maintenance Tech II Horticulturalist Recreation Specialist Plant Operator "B" (Wtr/Swr) Theatre/Drama Specialist II Technical Prod. Coordinator Dispatcher	Asst. Children's Librarian Equipment Operator III Inspector I & II Crew Leader Plant Operator "A" (Wtr/Swr) Library Circ. Supv. Chief Deputy Court Clerk Maintenance Technician III HR Generalist Systems Support Specialist Library Asst - Ops Spec.	
			B24-P	
B21-F			Career Services Officer Investigator Patrol Officer School Resource Officer City Marshal	
EMT Intermediate			B24-F	
	B22-P	B23-F	Fire Inspector/Investigator EMS Lieutenant	
	Police Cadet	Paramedic		
B25	B31	B32	C41	C41-F
Accountant Maintenance Electrician Engineering Inspector Executive Assistant Assistant Street Supervisor Crim. Intelligence Analyst Network Analyst HR Business Partner	Animal Control Supervisor Finance Coordinator Office Manager	Asst. Sanitation Supervisor	Artistic Managing Supervisor Athletics/Aquatics Coord. Special Projects Coord. Deputy City Secretary Surveyor/AutoCad Designer Traffic Signal Supervisor P&R Mktg/Technical Coord P&R Admin. Coordinator GIS Coordinator Librarian (Children's) Library Adult Svcs. Supv. Dispatcher Supervisor Records Supervisor PW Operations Coordinator Senior Services Supervisor Building Maintenance Supv. Youth Programs Coordinator Purch. & Budget Coordinator Deputy Bldg. Official	EMS Captain
C42	C43	C44	C45	C51
Business Analyst I Electrical Supervisor Recreation Supervisor Shop Supervisor Sanitation Supervisor Sewer Plant Supervisor Street Maint. Supervisor Utility Supervisor Water Treatment Supervisor Asst. Park Operations Supv.	Utility Billing/Tax Coll/Assessor Business Analyst II Network Administrator Court Administrator PR/Mktg. Administrator Asst. Library Dir/Tech Svcs Supv Athletics/Aquatics Supv.	Chief Building Official Engineering Coordinator Supv - Projects & Applications	Economic Dev. Administrator	Accounting Supervisor Park Operations Supervisor
C42-P				
Police Sergeant				

City of Deer Park
Classification Scale
July 9, 2019 - September 30, 2019

PART TIME SCALE (Non-Classified Staff)

PAY RANGE NO. 1	PAY RANGE NO. 2	PAY RANGE NO. 3	PAY RANGE NO. 4	PAY RANGE NO. 5
	Clerk			Youth Activities Aide

PAY RANGE NO. 6	PAY RANGE NO. 7	PAY RANGE NO. 8	PAY RANGE NO. 9	PAY RANGE NO. 10
	Administrative Aide Library Page P&R Laborer Recreation Intern (College) Receptionist IT Coordinator	Library Clerk School Crossing Guards Shelter Attendant PR/Mktg. Assistant P&R Program Leader	After School Asst. Coord.	Reference Assistant Program Leader w/CDL
				PAY RANGE NO. 11
				Reference Librarian Fire Inspector Paramedic

TEMPORARY SCALE (Non-Classified Staff)

PAY RANGE NO. 1	PAY RANGE NO. 2	PAY RANGE NO. 3	PAY RANGE NO. 4	PAY RANGE NO. 5
	Police House Checker		Swim Aide/Cashier Swim Aide/Cash w/Cert-Stp D Summer Laborer	

PAY RANGE NO. 6	PAY RANGE NO. 7	PAY RANGE NO. 8	PAY RANGE NO. 9	PAY RANGE NO. 10
	Athletic Leader Lifeguard (A entry) Lifeguard-WSI (C entry) HR Intern Meter Reader Receptionist Sanitation Laborer NASCO Instructor (D entry)	Pool Manager Scorekeeper		



Legislation Details (With Text)

File #: ORD 19-054 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 6/27/2019 **In control:** City Council
On agenda: 7/16/2019 **Final action:**
Title: Consideration of and action on an ordinance amending Appendix B - Schedule of Fees, Rates and Charges - Section 74-69(b) for the After School Program; Adding Parks and Recreation Section 74-1 thru 74-6; and Library Fees Section 80-1 thru 80-3 of the Code of Ordinances.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [Ord - Appendix B-Section74-09-After School Fees-07-2019](#)
[Exhibit to Appendix B Section 74-69 74-1 thru 74-6-exh a-b-c-06-2019](#)

Date	Ver.	Action By	Action	Result
7/16/2019	1	City Council		

Consideration of and action on an ordinance amending Appendix B - Schedule of Fees, Rates and Charges - Section 74-69(b) for the After School Program; Adding Parks and Recreation Section 74-1 thru 74-6; and Library Fees Section 80-1 thru 80-3 of the Code of Ordinances.

Summary:

On June 16, 2019, the City Council amended Appendix B - Schedule of Fees, Rates and Charges of the Code of Ordinances for Building Permits, Emergency Medical Service Fees, and Fire Dept. Drill Field Fees.

Staff now proposes to amend Appendix B - Schedule of Fees, Rates and Charges of the Code of Ordinances to include existing fees that are not currently in the Schedule B fee schedule to include:

Exhibit A: After School Program Fees. In prior years, these fees were included in the fee schedule. However, when these fees were last adopted by Ordinance #4065 on March 5, 2019, they were not included in the fee schedule. This action would not change the fees but simply place them in the fee schedule.

Exhibit B: Parks and Recreation Department Building and Park Fees. Section 74-1 (Theatre Fees), Section 74-2 (Maxwell Center), Section 74-3 (Recreation), Section 74-4 (Athletics and Aquatics), Section 74-5 Contract Program Information, Section 74-6 (Facility Rentals). These fees have been historically charged administratively and are now requested to be included in the Appendix B fee schedule.

Exhibit C: Library Fees. Section 80-1 (Damaged or Missing Pieces), Section 80-2 (Fines), Section 80-3 (Default Material Replacement), Interlibrary Loan (ILL). These fees have been historically charged

administratively and are now requested to be included in the Appendix B fee schedule.

Fiscal/Budgetary Impact: N/A. The intent is to include the above referenced fees in the Exhibit B fee schedule.

Staff recommends adoption of the proposed ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX B-SECTION 74-69(b) AFTER SCHOOL PROGRAM FEES; ADDING PARKS AND RECREATION SECTION 74-1 THRU 74-6 FEES AND PUBLIC LIBRARY FEES SECTIONS 80-1 THRU 80-3 OF THE CODE OF ORDINANCES OF THE CITY OF DEER PARK.

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

I.

That Section 74-69(b) of Appendix B-Fee Schedule for After School Program fees be amended as per the attached exhibit "A". Adding Parks and Recreation fees as Section 74-1 thru 74-6, as per attached Exhibit "B" and Public Library Fees as Sections 80-1 thru 80-3, as per attached Exhibit "C".

II.

All fees shall become effective July 16, 2019.

III.

It is officially found and determined that the meeting at which this Ordinance was adopted, was open to the public and the 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.

PASSED, APPROVED AND ADOPTED, on the first and final reading this _____ day of _____, 2019, by a vote of _____ "ayes" and _____ "noes", this Ordinance having been read in full prior to such vote.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT A”

RECREATION

74-69(b)

After School Program	Fee
Registration	\$75/Child/Yr
Resident Tuition	\$160/month
Non-Resident Tuition	\$190/month
Late Fee	\$35

EXHIBIT "B"

**Schedule of Fees
Parks and Recreation Building and Park Fees**

THEATRE FEES

74-1

Fee Title	Fee
Admission	
Dinner Tickets	\$30
Show ONLY	\$15
Student	\$10
Membership	
Theatre Patron	\$220
Season	\$110
Corporate	\$600
Deluxe Corporate	\$1,000

MAXWELL CENTER

74-2

Fee Title	Fee
Congregate Meal	
Non-Resident	\$5

RECREATION

74-3

Fee Title	Fee
Game Room/Gym/Rentals	
Family Resident	\$30
Family Non-Resident	\$70
Adult (18+) Resident	\$7 / excludes gym
Adult (18+) Non-Resident	\$20
Youth (under 17) Resident	\$10
Youth (under 17) Non-Resident	\$20
Replacement Card	\$5
Other Fees	
Late Fee (All Programs)	\$20 / after 5 th of month
Game Room Party Pkg.	
Residents	\$75
Non-Resident	\$85
Deposit	\$50 / refundable

ATHLETICS AND AQUATICS

74-4

Fee Title	Fee
Pool Entry Fees	
Residents	\$3 / person
Non-Residents	\$5 / person
Family Night (Thursdays)	\$1 / person
Season Pass	
Resident (Individual)	\$50
Resident (Family)	\$90
Non-Res (Individual)	\$90
Non-Res (Family)	\$130
Pool Rentals	
<i>Large & Children's Pool</i>	
Resident	\$150
Non-Resident	\$200
<i>Large Pool Only</i>	
Resident	\$125 / hour
Non-Resident	\$200 / hour
<i>Children's Pool Only</i>	
Resident	\$75 / hour
Non-Resident	\$100 / hour
<i>Pool Pavilion</i>	
Resident	\$50 / 3 hours
Non-Resident	\$100 / 3 hours
Deposit	\$100
Adult Sports Complex	
Field Rental	\$100
Field Rental	\$25
Field Rental	\$12.50
Light Fee	\$10
Deposit	\$100 / Day
Adult Complex Vendor Fee	Contract

Fee Title	Fee
Fun Run	
Fun Run Package	\$250
Fun Run Staff	\$500
Consulting	\$250
Deposit	\$500
Basketball	
Youth Basketball	\$75

CONTRACTOR INFORMATION

74-5

Fee Title	Fee
Independent Contractors	
Contract Instructors – Classes	70/30 contracts
Adventure Boot Camp – Park Rental	\$100 / month
Preschool Program – Building Rental	\$5,000 / month

FACILITY RENTALS

74-6

Fee Title	Fee	Comment
Dow Park Pavilion 1 (By Splash Park)		
Resident	\$10 / hour	2 hour blocks only
Non-Resident	\$20 / hour	2 hour blocks only
Resident Day	\$100 / day	Full Day
Non-Resident Day	\$200 / day	Full Day
Deposit Resident	\$100	Refundable
Deposit Non-Resident	\$200	Refundable
Dow Park Pavilion 2 (Small Pavilion)		
Resident	\$10 / hour	2 hour blocks only
Non-Resident	\$20 / hour	2 hour blocks only
Resident Day	\$100 / day	Full Day
Non-Resident Day	\$200 / day	Full Day
Deposit Resident	\$100	Refundable
Deposit Non-Resident	\$200	Refundable
Dow Park Pavilion 3 (Large Pavilion)		
Resident	\$25 / hour	2 hour blocks only
Non-Resident	\$35 / hour	2 hour blocks only
Resident Day	\$250 / hour	Full Day
Non-Resident Day	\$350 / hour	Full Day
Deposit Resident	\$100	Refundable
Deposit Non-Resident	\$250	Refundable
McHenry Pavilion		
Resident	\$10 / hour	2 hour blocks only
Non-Resident	\$20 / hour	2 hour blocks only
Resident Day	\$100 / day	Full Day
Non-Resident Day	\$200 / day	Full Day
Deposit Resident	\$100	Refundable
Deposit Non-Resident	\$250	Refundable

Jimmy Burke Center		
Resident: Whole (M-Th)	\$75 / hour	2 Hour Minimum
Resident: Whole (F-Su)	\$100 / hour	2 Hour Minimum
Non-Resident: Whole (M-Th)	\$120 / hour	6 Hour Minimum
Non-Resident: Whole (F-Su)	\$175 / hour	6 Hour Minimum
Resident: Front (M-Th)	\$60 / hour	2 Hour Minimum
Resident: Front (F-Su)	\$85 / hour	2 Hour Minimum
Non-Resident: Front (M-Th)	\$90 / hour	6 Hour Minimum
Non-Resident: Front (F-Su)	\$115 / hour	6 Hour Minimum
Resident: Back (M-Th)	\$50 / hour	2 Hour Minimum
Resident: Back (F-Su)	\$75 / hour	2 Hour Minimum
Non-Resident: Back (M-Th)	\$85 / hour	6 Hour Minimum
Non-Resident: Back (F-Su)	\$105 / hour	6 Hour Minimum
Business Training (Front)	\$30 / hour	8AM-5PM ONLY M-F Only
Business Training (Back)	\$20 / hour	8AM-5PM ONLY M-F Only
Business Training (Whole)	\$70 / hour	8AM-5PM ONLY M-F Only
Deposit	\$1,500	Refundable (with alcohol)
Table Fee	\$0	
Chair Fee	\$0	
Stage Fee	\$25	Per size (3 sizes)
Avon Recreation Center / Resident ONLY		
Front Room	\$25 / hour	2 Hour Minimum
Back Room	\$25 / hour	2 Hour Minimum
Deposit	\$100	Refundable
Claude Burgess Center		
Resident (M-Th)	\$50 / hour	
Resident (F-Su)	\$75 / hour	
Non-Resident (M-Th)	\$60 / hour	2 Hour Minimum
Non-Resident (F-Su)	\$85 / hour	2 Hour Minimum
Deposit	\$250	Refundable
Community Center		
Room 6		
Resident (M-Th)	\$50 / hour	
Non-Resident (M-Th)	\$60 / hour	2 Hour Minimum
Resident (F-Su)	\$75 / hour	
Non-Resident (F-Su)	\$85 / hour	2 Hour Minimum
Room 12		
Resident (M-Th)	\$50 / hour	
Non-Resident (M-Th)	\$75 / hour	2 Hour Minimum
Resident (F-Su)	\$60 / hour	
Non-Resident (F-Su)	\$85 / hour	2 Hour Minimum

Room 10		
Resident (M-Th)	\$40 / hour	
Non-Resident (M-Th)	\$65 / hour	2 Hour Minimum
Resident (F-Su)	\$50 / hour	
Non-Resident (F-Su)	\$75 / hour	2 Hour Minimum
Room 11		
Resident (M-Th)	\$40 / hour	
Non-Resident (M-Th)	\$65 / hour	2 Hour Minimum
Resident (F-Su)	\$50 / hour	
Non-Resident (F-Su)	\$75 / hour	2 Hour Minimum
Community Center Deposit	\$250	Refundable
Maxell Adult Center / Resident ONLY		
Small Dining Room	\$50 / hour	2 Hour Minimum
Large Dining Room	\$75 / hour	2 Hour Minimum
Deposit	\$250	Refundable
Kingsdale Recreation Center		
Resident ONLY	\$25 / hour	2 Hour Minimum
Deposit	\$100	Refundable

EXHIBIT "C"

**Schedule of Fees, Section 80
Deer Park Public Library**

Prices for Damaged or Lost Materials

80-1

Damaged or Missing Pieces	Fee
Book jacket cover	\$2.00
Circulating bag for kits	\$1.50
Audio book cases: CDs	\$8.00
DVD case	\$3.00
DVD picture cover	\$1.00
Bar Code and Labels	\$1.00

80-2

Fines	Fee
Book	\$0.10 a day / \$10.00/max
Audio Books/ Kits	\$0.25 a day / \$10.00 max
Films	\$1.00 a day / \$10.00 max

80-3

Default Material Replacement	Fee
If no cost included in the item record	
Processing fee	\$5.00
Adult Hardback	\$25.00
Adult Trade	\$17.00
Adult Paperback	\$6.00
DVD	\$25.00
Audiobook	\$25.00
Youth Hardback	\$20.00
Youth Trade Paper	\$15.00
Youth Paperbacks	\$5.00
Early Readers	\$9.00
Picture Books	\$18.00
Board Books	\$10.00

ILL
Fines same as Deer Park Public Library
Replacement cost set by lending library



Legislation Details (With Text)

File #: ORD 19-055 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 7/5/2019 **In control:** City Council
On agenda: 7/16/2019 **Final action:**
Title: Consideration of and action on an ordinance amending Appendix B - Schedule of Fees, Rates and Charges to address Commercial Solid Waste Fees.
Sponsors: City Manager's Office
Indexes:
Code sections:
Attachments: [Appendix B-Section 90-17 Solid waste fees](#)

Date	Ver.	Action By	Action	Result
7/16/2019	1	City Council		

Consideration of and action on an ordinance amending Appendix B - Schedule of Fees, Rates and Charges to address Commercial Solid Waste Fees.

Summary:

It is recommended the City of Deer Park adopt an amendment to its solid waste contract with Waste Management of Texas, Inc. The purpose of the amendment is to include the cost of polycart collection for mobile home parks. The rates are as follows:

Mobile Home Cart Collection:	\$19.80 per home
Additional Cart for Mobile Home:	\$5.00 per home per month
Replacement Cart:	\$75.00

Fiscal/Budgetary Impact:

To be determined.

Approval of the ordinance amending Schedule B for Commercial Solid Waste Fees.

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX B-SECTION 90 SOLID WASTE BY ADDING SECTION 90-17 POLYCARD COLLECTIONS FOR MOBILE HOME PARKS THE CODE OF ORDINANCES OF THE CITY OF DEER PARK.

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

I.

That Section 90 of Appendix B-Fee Schedule for Commercial Solid Waste Disposal fees be amended by adding Section 90-17 Polycart Service for Mobile Home Parks as listed below:

Mobile Home Polycart Collection:	\$19.80 per Home per Month
Additional Cart per Home:	\$5.00 per Home per Month
Replacement Cart	\$75.00

II.

All fees shall become effective July 16, 2019.

III.

It is officially found and determined that the meeting at which this Ordinance was adopted, was open to the public and the 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.

PASSED, APPROVED AND ADOPTED, on the first and final reading this ____ day of _____, 2019, by a vote of _____ “ayes” and _____ “noes”, this Ordinance having been read in full prior to such vote.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 19-059 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 7/11/2019 **In control:** City Council
On agenda: 7/16/2019 **Final action:**
Title: Consideration of and action on an ordinance appointing one member of the Deer Park Community Development Corporation.
Sponsors: City Manager's Office
Indexes:
Code sections:
Attachments: [Ord - Community Development Corporation-Appoint Member-7-2019](#)

Date	Ver.	Action By	Action	Result
7/16/2019	1	City Council		

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

Summary:

The business and affairs of the Deer Park Community Development Corporation are managed by a board of seven (7) directors (the "Board"). Each member of the Board serves at the pleasure of the City Council for a term of two years. Places 1, 3, 5, and 7 are appointed in odd- numbered years, and Places 2, 4, and 6 are appointed in even numbered years. Terms begin on October 1 of each year."

Sue Mauk, Position 1, was appointed in October 2107 for a term of two years. Ms. Mauk has new resigned from the Board and this agenda item will allow the Council the opportunity to appoint a new member to fill the unexpired portion of the term, which expires October 1, 2019.

Fiscal/Budgetary Impact:

N/A

Approve the ordinance appointing a member of the Deer Park Community Development Corporation.

ORDINANCE NO. _____

AN ORDINANCE APPOINTING ONE BOARD MEMBER OF THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION OF THE CITY OF DEER PARK, TEXAS.

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

1. That Sue Mauk was appointed in October 2017 as a member of the Deer Park Community Development Corporation of the City of Deer Park, Texas, for a term of two years.

2. That Sue Mauk has now resigned from the Board of Directors of the Corporation, and a new member needs to be appointed to fill the unexpired portion of the term.

3. That _____ is hereby appointed as a member of the Deer Park Community Development Corporation of the City of Deer Park, Texas, for the unexpired portion of term of Position 1 (until October 1, 2019).

4. 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.

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

Passed, approved and adopted on this the ____ day of _____, 2019 **by a**
vote of _____ “Ayes” and _____ “Noes”.

MAYOR, City of Deer Park

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #:	PUR 19-017	Version:	1	Name:	
Type:	Purchase	Status:		Agenda Ready	
File created:	7/12/2019	In control:		City Council	
On agenda:	7/16/2019	Final action:			
Title:	Consideration of and action on ratifying an emergency purchase for a replacement pump at the Green Valley Lift Station.				
Sponsors:	Public Works				
Indexes:					
Code sections:					
Attachments:	Quote - Deer Park Green Valley Water Station				

Date	Ver.	Action By	Action	Result
7/16/2019	1	City Council		

Consideration of and action on ratifying an emergency purchase for a replacement pump at the Green Valley Lift Station.

Summary:

The Green Valley Lift Station is one of largest lift stations in the City. It operates with three large submersible pumps, which pumps the waste to the Waste Water Treatment Plant. One of the pumps has been non-operational for a few weeks and repairs are being made to it. This left us with two operational pumps, one of which recently broke down causing the lift station to only have one operational pump, which would not keep up if we were to get a lot of rain. During the formation of the tropical system, which later became Barry, when our area was still a potential target of the tropical system, a new replacement pump was ordered. This was necessary because if the last pump were to go down it could mean an overflow of sewage into homes, thus constituting an emergency.

The cost for the new pump is \$53,033.00 through Hahn Equipment. This is a single source vendor as the existing pump would be replaced with the exact specifications as the previous pump.

Fiscal/Budgetary Impact:

There is \$150,000 budgeted in contingency funds in the Water & Sewer Maintenance Department to cover this expense.

Ratify the emergency purchase of the pump.

EMAIL TRANSMITTAL



HAHN EQUIPMENT CO., INC.

5636 KANSAS
HOUSTON, TEXAS 77007

PHONE (713) 868-3255

FAX (713) 868-9725

<http://www.hahnequipment.com>

THIS TRANSMISSION IS 3 PAGES INCLUDING THIS PAGE.

ATTN: Tom Fuller

COMPANY: City of Deer Park

DATE: 6-9-19

QUOTE NO: 17181

RE: Green Valley Replacement Pump

FROM: Whit Kelley

HAHN EQUIPMENT CO., INC. is pleased to submit to the City of Deer Park, the following proposal for pumping equipment:

ITEM NO. 1:

One (1) FLYGT Model CP 3231, 8-inch discharge, electric submersible storm sewage pump, each complete with 90 H.P., 460 volt, 3 phase, 60 hertz, 1150 RPM motor, Impeller No 630, with 450mm trim with 90' of power cable.

TOTAL PRICE FOR ALL EQUIPMENT LISTED ABOVE: \$ 53,033.00

Above pricing does not include any piping, valves or guide rails.

F.O.B.: Houston, Texas. Prices quoted good for thirty (30) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 10 - 12 weeks after receipt of written purchase order and approval drawings, unless other delivery requirements are agreed upon in writing.

TERMS OF PAYMENT: 1% 10 days/net 30 from the date of the invoice, with approved credit

CONTRACT CONDITIONS: Conditions outlined on the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

Sincerely,

HAHN EQUIPMENT CO., INC.

Whit Kelley
Whit Kelley
Sales Representative



EMAIL TRANSMITTAL

TERMS & CONDITIONS

- I. **ACCEPTANCE** – This proposal is subject to acceptance by the Purchaser within 30 days. Prices are subject to change without notice; all quotations whether published or special prices automatically expire 30 days from date of quotation, if not canceled prior to that time by another quotation or by a notice of cancellation, and are automatically canceled without notice simultaneously with the date of a price change. Acceptance of this quotation is limited to the terms hereof and Seller hereby objects to different or additional terms unless accepted by Seller in writing. No acceptance of this proposal by the Purchaser and no purchase order for any of the machinery offered in this proposal shall create any contract between Seller and Purchaser or be binding in any way upon Seller until such acceptance or purchase order is approved in writing by an executive officer of the Seller.
- II. **WARRANTY** – As the distributor for various manufacturers, the Seller is dependent upon representation and promises made by these manufacturers as to quality of material, performance data, and delivery schedules. The Seller will pass on to the Purchaser warranties, which may be available from the manufacturer of the products, involved. In addition to any applicable warranties that may be passed on to the Purchaser, the Seller will warrant items of original manufacture of the seller for six (6) months after date of shipment against defects in material and workmanship. All warranty claims must be made in a timely fashion by written notice to the Seller and the Seller or manufacturer involved shall have the option of requiring the return of the defective part, transportation prepaid to establish the claim. The Seller shall not be held liable for damages or delay caused by defects. The Seller's liability to the Purchaser except as to title, arising out of the supplying of the said equipment, or its use, whether based upon warranty, contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period, all such liability shall terminate. The Seller shall not in any event be held liable for any special, indirect or consequential damages.
- III. **TITLE** – The Seller will deliver the equipment F.O.B. cars or trucks at point of shipment and such delivery will constitute delivery to the Purchaser. Title and risk of loss of the equipment shall pass to the Purchaser at this point.
- IV. **INSURANCE** – The Purchaser shall bear all risk of loss or damage to the machinery after delivery and shall provide and maintain adequate insurance against loss or damage by fire or other causes to the machinery during the time between delivery and final payment in an amount fully protecting the Seller. Loss or damage by fire or other causes within such period shall not relieve the Purchaser from his obligation to pay the purchase price in full.
- V. **TERMS** – Terms are net cash upon shipment or notification that we are ready to ship. Prorata payments shall become due and payable as partial shipments are made hereunder. Payment within thirty (30) days will be considered the same as cash pending approval of credit. These terms apply to partial as well as complete shipments. On orders over \$50,000.00 or as specifically stated on our proposal, special payment terms may be required. These terms are normally included with our proposal and are as stated in the Terms & Conditions form of the manufacturer involved. There is no cash discount given for cash or prompt payment unless specifically agreed upon in writing.
- VI. **TAXES** – The Purchaser shall pay to the Seller, in addition to the purchase price, the amount of all sales, use, privilege occupation, excise or other taxes, federal, state, local, or foreign which the Seller is required to pay in connection with furnishing goods or services to the Purchaser.
- VII. **FREIGHT** – Unless otherwise agreed upon in writing, all equipment is quoted F.O.B. shipping point. The Purchaser shall pay to the Seller in addition to the purchase price, freight charges, which may be required in shipping the equipment from the point of manufacture or storage to the Purchaser's plant. If freight charges are included in the quotation, then the Purchaser shall pay to the Seller, in addition to the purchase price, any amount by which transportation charges may be increased, either by reason of increased transportation rates or because of a change in the method of transportation.
- VIII. **PRICE AND ADJUSTMENT** – The following clauses are applicable to the extent they are referred to elsewhere in this proposal. Selection of price adjustment clause is based upon the proposed shipping date for the equipment offered.
- Clause 1: The prices named herein are not subject to any change from the prices in effect on the date the order is accepted.
- Clause 2: The prices named herein will be adjusted to the prices in effect at time of shipment.
- Clause 3: The prices named herein are subject to escalation in accordance with manufacturer's standard escalation policy or as otherwise stated in the proposal.
- IX. **SHIPPING DATES** – The time for shipment given herein is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. The Seller relies upon the information supplied by various manufacturers and will endeavor to maintain quoted shipment times but the Seller will not be liable for any for any special, indirect or consequential damages arising from delay in shipment, irrespective of the reason therefore.
- X. **CANCELLATION** – The Purchaser may cancel his order only upon written notice and payment to the Seller of reasonable and proper cancellation charges including administrative and engineering expense and loss of profits.
- XI. **RESTOCKING** – No merchandise may be returned to the Seller without its written consent and shipping instructions being first obtained. Restocking charges will be provided upon request for the particular item involved and will be as determined by the equipment manufacturer.

