

**CITY OF DEER PARK**  
**OCTOBER 20, 2020 - 7:30 PM**  
**CITY COUNCIL MEETING - FINAL**



**COUNCIL CHAMBERS**  
**710 E SAN AUGUSTINE**  
**DEER PARK, TX 77536**

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, City Secretary  
Jim Fox, City Attorney

*In order to help prevent the spread of the virus that causes COVID-19, the City of Deer Park is asking members of the public attending the meeting to:*

- 1. Maintain at least 6 feet separation from other individuals.*
- 2. Self-screen before going into the meeting for any of the following new or worsening signs or symptoms of possible COVID-19: (Cough, Shortness of breath or difficulty breathing, Chills, Repeated shaking with chills, Muscle pain, Headache, Sore throat, Loss of taste or smell, Diarrhea, Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit, Known close contact with a person who is lab confirmed to have COVID-19, Wash or disinfect hands upon entering the building and after any interaction with others in the building.*
- 3. Consider wearing cloth face coverings (over the nose and mouth) when entering the building, or when within 6 feet of another person who is not a member of the individual's household.*

*The City of Deer Park will be limiting attendance in the Council Chambers to seventy five percent (75%) of the total listed occupancy of room capacity during this meeting.*

*Ordinance #4198*

*Resolution #2020-08*

## **CALL TO ORDER**

*The 1767th meeting of the Deer Park City Council.*

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **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.*

## **PRESENTATIONS**

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

1. Proclamation of National Cyber Security Awareness Month October 2020.

[PRO 20-010](#)

**Recommended Action:** Mayor to proclaim October as National Cybersecurity Awareness Month 2020.

**Attachments:** [National Cyber Security Awareness Month 2020 Proclamation](#)

## AWARDING/REJECTING BIDS

2. Awarding bid for the Dow Park Concession Stand Project.

[BID 20-029](#)

**Recommended Action:** Recommend awarding bid for Dow Park Concession stand project to W&R Construction Company, LLC. For the amount \$181,500.

**Attachments:** [W&R bid submission](#)  
[concession bid tab \(003\)](#)

## CONSENT CALENDAR

3. Approval of minutes of regular meeting on October 6, 2020.

[MIN 20-124](#)

**Recommended Action:** Approval

**Attachments:** [CC MR 100620](#)

4. Approval of tax refund to PennyMac Loan Services, LLC in the amount of \$676.35 due to an erroneous payment.

[TAXR](#)  
[20-090](#)

**Recommended Action:** Approve the tax refund to PennyMac Loan Services, LLC.

**Department:** Finance

5. Approval of tax refund to PennyMac Loan Services, LLC in the amount of \$723.42 due to an erroneous payment.

[TAXR](#)  
[20-091](#)

**Recommended Action:** Approve the tax refund to PennyMac Loan Services, LLC.

**Department:** Finance

6. Acceptance of completion for the rehabilitation of the Pasadena Blvd. 1-Million Gallon Water Ground Storage Tank.

[ACT 20-033](#)

**Recommended Action:** Accept completion of the project.

**Department:** Public Works

**Attachments:** [Pasadena Blvd GST image 2](#)  
[Pasadena Blvd GST image 1](#)

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

7. Acceptance of completion for the storm drain rehabilitation at the Maxwell Adult Center and release of final payment and retainage to SKE Construction. [ACT 20-034](#)

**Recommended Action:** Recommendation is to approve the acceptance of completion for the storm drain rehabilitation at the Maxwell Adult Center and release of final payment and retainage to SKE Construction.

**Attachments:** [1 Year Warranty](#)  
[Waiver of Lien](#)  
[INV. 440 Retainage](#)  
[Affidavit Of Bills Paid](#)

8. Acceptance of completion for the renovations to the recrowning of the multipurpose field at the Adult Sports Complex and release of final payment to Athletic Field Specialists. [ACT 20-035](#)

**Recommended Action:** Recommendation is to accept the completion of the renovations to recrowning of the multipurpose field at the Adult Sports Complex and release of final payment to Athletic Field Specialists.

**Attachments:** [Invoice #3876](#)  
[City of Deer Park-Lien Release](#)

9. Authorization to purchase filter parts for the Filter Set #1 at the Water Treatment Plant from SUEZ Treatment Solutions. [PUR 20-023](#)

**Recommended Action:** Staff recommends approving the purchase.

**Department:** Public Works

**Attachments:** [SUEZ quote for flumes and SS tank](#)  
[Sole Source Letter Deer Park WTP; Deer Park, TX Hartwell Env](#)

## NEW BUSINESS

10. Consideration of and action on a referral to the Planning and Zoning Commission for a Specific Use Permit from the request of Pastor Hector Benavides on behalf of Lion of Judah International Ministries, Inc. to operate a church at 4317 Red Bluff Road. [SUP 20-009](#)

**Recommended Action:** Refer to Planning and Zoning to schedule a Public Hearing

**Department:** City Secretary's Office

**Attachments:** [Lion of Judah Inter. Ministries](#)

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

11. Consideration of and action on amendment No. 5 to the agreement with the Deer Park Crime Control Prevention District (CCPD) for CCPD Personnel, Vehicles, Facilities, Equipment, Investments, and Grant Administration. [AGR 20-038](#)

**Recommended Action:** Approve amendment #5 to the agreement.

**Department:** City Manager's Office

**Attachments:** [Agreement-City CCPD-AMENDMENT-Oct 2020](#)  
[Exhibit A - CCPD FY 2020-2021 Budget Approved](#)

12. Consideration of and action on amendment No. 5 to the agreement with the Deer Park Fire Control, Prevention and Emergency Medical Services District (FCPEMSD) for FCPEMSD Personnel, Vehicles, Facilities, Equipment, Investments, and Grant Administration. [AGR 20-039](#)

**Recommended Action:** Approve amendment No. 5 to the agreement.

**Department:** City Manager's Office

**Attachments:** [Agreement-City&FCPEMSD-AMENDMENT 2020](#)  
[FCPEMSD FY 2020-2021 Budget Approved](#)

13. Consideration of and action on entering into a Memorandum of Understanding with Airobotics. [AGR 20-040](#)

**Recommended Action:** Approval is recommended.

**Department:** City Manager's Office

**Attachments:** [Deer Park 1 SQM area](#)  
[MOU - Airobotics and CoDP \(002\)](#)

14. Consideration of and action on an ordinance establishing a "No Parking Zone" along portions of Academy Street. [ORD 20-074](#)

**Recommended Action:** Approval is recommended.

**Department:** City Council , Police and Public Works

**Attachments:** [Academy No Parking Area](#)  
[Amend 66-180-Parking Regulations-Academy and College Park-09-2020 \(004\)](#)

15. Consideration of and action on an ordinance amending Appendix B of the Code of Ordinances for water and sewer deposits. [ORD 20-073](#)

**Recommended Action:** Approval of the ordinance amending Appendix B of the Code of Ordinances for water and sewer deposits.

**Department:** Finance

**Attachments:** [Ord - Chg Code of Ord and Fee Sch W.S Deposits](#)

## ADJOURN

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



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/s/Shannon Bennett, TRMC  
City Secretary

Posted on Bulletin Board  
October 16, 2020

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

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



## Legislation Details (With Text)

**File #:** PRO 20-010    **Version:** 1    **Name:**  
**Type:** Proclamation    **Status:** Agenda Ready  
**File created:** 10/9/2020    **In control:** City Council  
**On agenda:** 10/20/2020    **Final action:**  
**Title:** Proclamation of National Cyber Security Awareness Month October 2020.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [National Cyber Security Awareness Month 2020 Proclamation](#)

Date	Ver.	Action By	Action	Result
10/20/2020	1	City Council		

Proclamation of National Cyber Security Awareness Month October 2020.

### Summary:

Held every October, National Cybersecurity Awareness Month (NCSAM) is a collaborative effort between government and industry to raise awareness about the importance of cybersecurity and to ensure that all Americans have the resources they need to be safer and more secure online. NCSAM 2020 will emphasize personal accountability and stress the importance of taking proactive steps to enhance cybersecurity at home and in the workplace. This year's overarching message - **Own IT. Secure IT. Protect IT.** - will focus on key areas including citizen privacy, consumer devices, and ecommerce security. The City of Deer Park's IT cybersecurity team will be present at the Council meeting to accept the 2020 National Cybersecurity Awareness Month Proclamation.

### Fiscal/Budgetary Impact:

N/A

Mayor to proclaim October as National Cybersecurity Awareness Month 2020.

# *The City of Deer Park*



## **PROCLAMATION**

- Whereas: The City of Deer Park recognizes their role in identifying, protecting, and responding to cyber threats that affect our individual and collective privacy; and*
- Whereas: Maintaining the security of cyberspace is a shared responsibility in which each individual has a critical role to play in spreading awareness of computer security essentials; and*
- Whereas: The National Institute for Standards and Technology Cybersecurity Framework Program has developed a free resource to help organizations (large and small, both public and private) implement the Cybersecurity Framework and Improve their cyber practices through a practical approach to addressing evolving threats and challenges; and*
- Whereas: Critical infrastructure sectors are increasingly reliant on information systems to support energy, financial services, telecommunications, transportation, utilities, healthcare, and emergency response systems; now*
- Whereas: I, Jerry Mouton Jr., Mayor for the City of Deer Park, do hereby proclaim the month of October as:*

## ***Cyber Security Awareness Month***

*in the City of Deer Park, Texas.*

*I urge all of my fellow citizens to join me in recognizing the importance of cyber security to the City of Deer Park.*

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Mayor of Deer Park, Texas  
October 20, 2020



## Legislation Details (With Text)

**File #:** BID 20-029    **Version:** 1    **Name:**  
**Type:** Bids    **Status:** Agenda Ready  
**File created:** 10/7/2020    **In control:** City Council  
**On agenda:** 10/20/2020    **Final action:**  
**Title:** Awarding bid for the Dow Park Concession Stand Project.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [W&R bid submission](#)  
[concession bid tab \(003\)](#)

Date	Ver.	Action By	Action	Result
10/20/2020	1	City Council		

Awarding bid for the Dow Park Concession Stand Project.

### Summary:

It was previously discovered that the concession stand at Dow Park by the baseball fields was in need of significant repairs and was not deemed unsuitable for occupancy. The building was demolished and plans were developed to construct a new concession building. The City of Deer Park contracted with Karnes Engineering to design construction plans and documents to be put out for bid for construction.

The City of Deer Park Parks and Recreation Department solicited bids for vendors to complete the construction of a new concession stand at Dow Park in the City of Deer Park. On June 2, 2020, the first solicitation of bids was rejected by the Deer Park City Council. Revisions were made to the construction documents and the project was once again put out to bid.

The City of Deer Park Parks and Recreation Department solicited bids for vendors to complete the construction of a new concession stand at Dow Park in the City of Deer Park. The City received six (6) competitive bids for construction services on September 22, 2020. Bids received were from Cox Commercial Construction, Integrated Contract System, Perry Construction, Ant Design Build, W&R Construction, and Frost Construction. Please see attached bid tab document.

The Parks and Recreation Department has reviewed the bids received. The concession stand is planned to be utilized by sports organizations for concession operations, score keeping, and storage. The concession stand would be located on the south side of Dow Park adjacent to Bowyer field.

The City utilized the “competitive sealed bids” method for this solicitation. Funding for this project has been budgeted of the Capital Improvements Fund in the amount of \$197,000

**Fiscal/Budgetary Impact:**

Funding is included in the FY 20-21 Capital Improvement Fund budget in the amount of \$197,000 for Dow Park concession stand.

\$ 197,000	FY 20-21 Capital Improvement Fund
<u>\$ 181,500</u>	<u>W&amp;R Construction Bid Option A - Total of Items A-1 and A-1a</u>
\$ 15,500 item	Remaining in allocated in the FY 20-21 Capital Improvement Fund

Recommend awarding bid for Dow Park Concession stand project to W&R Construction Company, LLC. For the amount \$181,500.

Bid Item No.	Quantity	Unit	Bid Item Description and Unit Price Written in Words	Amount Bid
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### BID OPTION B

B-1.	1	Lump Sum	Furnish material and labor to construct 30ft x 40ft block single story building with metal roof as per drawings and technical specifications.  <i>One hundred sixty-five</i> dollars and <i>no/100</i> cents	\$ <i>165,000.00</i>
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### BID OPTION C

C-1.	1	Lump Sum	Furnish material and labor to construct 30ft x 40ft wood multi story building with shingle roof and second story addition As per drawings and technical specifications  <i>One hundred twenty-five thousand</i> dollars and <i>no/100</i> cents	\$ <i>175,000.00</i>
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### Add/Deduct Items

C-1a	1	Lump Sum	Furnish material and labor to install mini split AC system in upstairs addition as per drawing P/M-1C and the technical specifications.  <i>Six thousand five hundred</i> dollars and <i>no/100</i> cents	\$ <i>6,500.00</i>
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C-1b.	1	Lump Sum	Furnish material and labor to install ceiling fan in upstairs addition as per drawing P/M-1A and the technical specifications  <i>One thousand five hundred</i> dollars and <i>no/100</i> cents	\$ <i>1,500.00</i>
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To: Honorable Mayor and City Council  
City of Deer Park, Texas

For: Concession Building at Dow Park

BID OPTION A

Bid Item No.	Quantity	Unit	Bid Item Description and Unit Price Written in Words	Amount Bid
A-1.	1	Lump Sum	Furnish material and labor to construct 30ft x 40ft block multi story building with metal roof and second story addition As per drawings and technical specifications <i>One hundred seventy-five thousand</i> dollars and <i>no/100</i> cents	\$ <i>175,000.00</i>

Add/Deduct Items

A-1a	1	Lump Sum	Furnish material and labor to install mini split AC system in upstairs addition as per drawing P/M-1A and the technical specifications. <i>Six thousand five hundred</i> dollars and <i>no/100</i> cents	\$ <i>6,500.00</i>
A-1b.	1	Lump Sum	Furnish material and labor to install ceiling fan in upstairs addition as per drawing P/M-1A and the technical specifications <i>One thousand five hundred</i> dollars and <i>no/100</i> cents	\$ <i>1,500.00</i>



Bid Option A- Total of Items A-1 and A-1a:

\$ 181,500<sup>00</sup> tripled  
One hundred eighty-one five hundred dollars and no/00 cents

Bid Option A- Total of Items A-1 and A-1b:

\$ 176,500  
one hundred seventy-six thousand five hundred dollars and no/00 cents

Bid Option B- Total of Items B-1:

\$ 165,000  
One hundred sixty-five thousand dollars and no/00 cents

Bid Option C- Total of Items C-1 and C-1a:

\$ 181,500<sup>00</sup> tripled  
One hundred eighty-one thousand five hundred dollars and no/00 cents

Bid Option C- Total of Items C-1 and C-1b:

\$ 176,500<sup>00</sup>  
one hundred seventy-six thousand five hundred dollars and no/00 cents



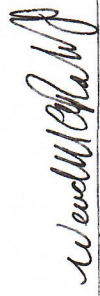
*The undersigned bidder agrees to commence work within ten (10) days after the date of written notice to commence work. The work will be substantially completed in one hundred twenty (120) calendar days subject to the extensions of time as are provided by the General Conditions of the Contract.*

Owner and Contractor recognize that time is of the essence and that Owner will suffer financial loss if the work contemplated in this Project is not completed within the time specified plus any extensions allowed in change orders granted pursuant to the General Conditions. Owner and Contractor recognize the delays, expenses and difficulties involved in proving the actual loss suffered by Owner if the work to be completed in the Project is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner Two Hundred Fifty Dollars (\$150.00) per calendar day for each day that expires after the time specified herein for completion of the work.

Enclosed with this proposal is a cashier's or certified check for 10% of bid (\$                     ) Dollars, which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within thirty (30) days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the Owner, under the conditions hereof, within fifteen (15) days after the said proposal is accepted, otherwise, said check or bond shall be returned to the undersigned upon demand.

The undersigned hereby declares that he has visited the site and has carefully examined the contract documents relative to the work covered by the above bid.

The undersigned certifies that the bid price contained in the foregoing proposal has been carefully checked and is submitted in **triplicate** as correct and final this 21<sup>st</sup> day of September, 2020.

Signed:	<u></u>	Officer
Company:	<u>W. R. Construction</u>	
Address:	<u>4410 Ozydy Dr.</u> <u>Houston, Tx. 77096</u>	
Phone:	<u>713 - 854-8172</u>	
Fax:	<u>(713) 771-9563</u>	

**BID: DOW CONCESSION PROJECT****Bid Date: SEPTEMBER 22, 2020**

<b>Name &amp; Address of Bidder</b>	<b>Date and Time Received</b>
COX COMMERCIAL CONSTRUCTION 2318 CENTER STREET, STE 111 DEER PARK, TX. 77536	9/22/2020 @ 1:47 p.m.
INTEGRATED CONTRACT SYSTEM, INC 502 W. MONTGOMERY, STE 408 WILLIS, TX. 77378	9/22/2020 @ 1:47 p.m.
FROST CONSTRUCTION COMPANY, INC. 8820 WILL CLAYTON PKWY. – SUITE H HUMBLE, TX. 77338	9/22/2020 @ 1:30 p.m.
ANT DESIGN BUILD 3267 BEE CAVES RD. AUSTIN, TX. 78746	9/22/2020 @ 1:55 p.m.
PERRY CONSTRUCTION 17713 TEIGE ROAD CYPRESS, TX. 77429	9/22/2020 @ 1:58 p.m.
W&R CONSTRUCTION CO., LLC P.O. BOX 310327 HOUSTON, TX. 77231-0327	9/22/2020 @ 1:59 p.m.



**BID – DEER PARK CONCESSION STAND PROJECT**  
**Bid Opening Date and Time: September 22, 2020 at 2:00 p.m.**

Name Contractor/Bidder	Addendum Acknowledge? (If applicable)	Bid Bonds	Total Bid		
			A1	B1	C1
COX COMMERCIAL CONSTRUCTION	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	BB <input checked="" type="checkbox"/> Ck <input type="checkbox"/>	\$224,032.	\$174,698.	\$235,722.
INTEGRATED CONTRACT SYSTEM	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	BB <input checked="" type="checkbox"/> Ck <input type="checkbox"/>	\$199,700.	\$166,044.	\$193,680.
FROST CONSTRUCTION	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	BB <input checked="" type="checkbox"/> Ck <input type="checkbox"/>	\$249,000.	\$222,000.	\$244,000.
ANT DESIGN BUILD	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	BB <input checked="" type="checkbox"/> Ck <input type="checkbox"/>	\$212,150.16	\$188,027.27	\$202,172.97
PERRY CONSTRUCTION	Yes <input type="checkbox"/> No <input type="checkbox"/>	BB <input type="checkbox"/> Ck <input type="checkbox"/>	\$239,124.	\$197,130.	\$236,062.
W&R CONSTRUCTION	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	BB <input checked="" type="checkbox"/> Ck <input type="checkbox"/>	\$175,000.	\$165,000.	\$175,060.



## Legislation Details (With Text)

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**File #:** MIN 20-124    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** Agenda Ready  
**File created:** 10/14/2020    **In control:** City Council  
**On agenda:** 10/20/2020    **Final action:**  
**Title:** Approval of minutes of regular meeting on October 6, 2020.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CC\\_MR\\_100620](#)

Date	Ver.	Action By	Action	Result
10/20/2020	1	City Council		

Approval of minutes of regular meeting on October 6, 2020.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1766TH REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON OCTOBER 06, 2020 AT 5:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR  
COUNCILWOMAN  
COUNCILMAN  
COUNCILMAN  
COUNCILMAN  
COUNCILMAN

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 5:30 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. COMMENTS FROM THE AUDIENCE –
  - a. Eli Hudson, 1101 E. Darmouth, Deer Park, spoke on his disapproval of the ambulance bill he received.
5. PROCLAMATION RECOGNIZING AND DECLARING FIRE PREVENTION WEEK 2020 – Mayor Mouton presented a proclamation to Fire Marshal Buddy Rice and declared October 4 - 10, 2020 as Fire Prevention Week.
6. PUBLIC HEARING FOR THE CITY TO ADOPT STANDARDS OF CARE FOR THE ALL STAR ACTIVITY PROGRAM – The public hearing was opened by the City Secretary reading the Notice of Public Hearing. (Exhibit A)

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

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

Mayor Mouton closed the Public Hearing.

7. CONSENT CALENDAR – Motion was made by Councilman Ginn and seconded by Councilman Haight to approve the consent calendar as follows:
  - a. Approval of minutes of workshop meeting on September 15, 2020.
  - b. Approval of minutes of regular meeting on September 15, 2020.
  - c. Approval of tax refund to Starburst Investments Inc. in the amount of \$892.87 due to a value decrease granted by Harris County Appraisal District.
  - d. Approval of tax refund to Sovran Acquisition Limited Partnership in the amount of \$5,111.53 due to a value decrease granted by Harris County Appraisal District.
  - e. Approval of tax refund to Houston Pilots in the amount of \$908.58 due to a value decrease granted by Harris County Appraisal District.
  - f. Approval of tax refund to Trittech Financial LLP in the amount of \$1,570.00 due to a value decrease granted by Harris County Appraisal District.
  - g. Authorization to seek bids for a one-year supply of Pulsar plus Calcium Hypochlorite briquettes or equivalent with the option to renew for an additional two-years.
  - h. Acceptance of Change Order #1 for City of Deer Park - Project No. 3724-18a Heritage Addition Drainage Project - to install a temporary access driveway, including tree clearing removal of driveway and restoration.

Motion carried 6 to 0.

8. CONSIDERATION OF AND ACTION ON THE PURCHASE OF GOLF COURSE MAINTENANCE EQUIPMENT FROM PROFESSIONAL TURF PRODUCTS, L.P. VIA BUYBOARD CONTRACT #529-17 – Motion was made by Councilwoman Garrison and seconded by Councilman Patterson to approve the purchase of golf course maintenance equipment from Professional Turf Products, L.P. via Buy Board contract #529-17. Motion carried 6 to 0.
9. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO PURCHASE FROM VAUGHT SERVICES, LLC (A VORTEX COMPANIES) THROUGH THE TIPS COOPERATIVE PURCHASING PROGRAM TO PERFORM THE SANITARY REHABILITATION OF THE ERIN GLEN SUBDIVISION AND THE EMERGENCY

REPAIR OF SANITARY AND STORM PIPE ON PASADENA BOULEVARD AND DOWNING CIRCLE – Motion was made by Councilman Martin and seconded by Councilman Patterson to approve the authorization to purchase from Vaught Services, LLC (A Vortex Companies) through the TIPS Cooperative Purchasing Program to perform the Sanitary Rehabilitation of the Erin Glen Subdivision and the Emergency Repair of Sanitary and Storm Pipe on Pasadena Blvd and Downing Circle. Motion carried 6 to 0.

10. CONSIDERATION OF AND ACTION ON A PURCHASE OF SERVICES FROM FUQUAY, INC. THROUGH THE BUYBOARD COOPERATION PURCHASING PROGRAM TO PERFORM MANHOLE REHABILITATION PHASE 5 – Motion was made by Councilman Ginn and seconded by Councilman Patterson to approve the purchase of services from Fuquay, Inc., through the Buy Board Cooperative Purchasing Program to perform Manhole Rehabilitation Phase 5. Motion carried 6 to 0.
11. CONSIDERATION OF AND ACTION ON AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF DEER PARK AND THE TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM (TESRS) – Motion was made by Councilman Haight and seconded by Councilman Martin to approve the amendment to the contract between the City of Deer Park and the Texas Emergency Services Retirement System (TESRS). Motion carried 6 to 0.
12. CONSIDERATION OF AND ACTION ON AN ORDINANCE ADOPTING THE STANDARDS OF CARE FOR THE ALL STAR ACTIVITY PROGRAM FOR 2020-2021 DEER PARK INDEPENDENT SCHOOL DISTRICT SCHOOL YEAR – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Patterson to adopt on first reading Ordinance No. 4197, captioned as follows:

AN ORDINANCE OF THE CITY OF DEER PARK ADOPTING STANDARDS  
OF CARE FOR THE CITY'S AFTER SCHOOL PROGRAM.

Motion carried 6 to 0.

13. ADJOURN – Mayor Mouton adjourned the meeting at 5:44 p.m.

ATTEST:

APPROVED:

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Shannon Bennett, TRMC  
City Secretary

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Jerry Mouton, Jr.  
Mayor





## Legislation Details (With Text)

**File #:** TAXR 20-090 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 10/7/2020 **In control:** City Council  
**On agenda:** 10/20/2020 **Final action:**  
**Title:** Approval of tax refund to PennyMac Loan Services, LLC in the amount of \$676.35 due to an erroneous payment.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
10/20/2020	1	City Council		

Approval of tax refund to PennyMac Loan Services, LLC in the amount of \$676.35 due to an erroneous payment.

### Summary:

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

PennyMac Loan Services, LLC in the total amount of \$676.35 due to an erroneous payment on account#094-332-000-0009.

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to PennyMac Loan Services, LLC.



## Legislation Details (With Text)

**File #:** TAXR 20-091 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 10/7/2020 **In control:** City Council  
**On agenda:** 10/20/2020 **Final action:**  
**Title:** Approval of tax refund to PennyMac Loan Services, LLC in the amount of \$723.42 due to an erroneous payment.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
10/20/2020	1	City Council		

Approval of tax refund to PennyMac Loan Services, LLC in the amount of \$723.42 due to an erroneous payment.

### Summary:

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

PennyMac Loan Services, LLC in the total amount of \$723.24 due to erroneous payment on account #094-332-000-0009.

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to PennyMac Loan Services, LLC.



## Legislation Details (With Text)

**File #:** ACT 20-033    **Version:** 1    **Name:**  
**Type:** Acceptance    **Status:** Agenda Ready  
**File created:** 10/5/2020    **In control:** City Council  
**On agenda:** 10/20/2020    **Final action:**  
**Title:** Acceptance of completion for the rehabilitation of the Pasadena Blvd. 1-Million Gallon Water Ground Storage Tank.  
**Sponsors:** Public Works  
**Indexes:**  
**Code sections:**  
**Attachments:** [Pasadena Blvd GST image 2](#)  
[Pasadena Blvd GST image 1](#)

Date	Ver.	Action By	Action	Result
10/20/2020	1	City Council		

Acceptance of completion for the rehabilitation of the Pasadena Blvd. 1-Million Gallon Water Ground Storage Tank.

Summary: Dunham Engineering was hired to prepare the design, engineering plans and specifications for the rehabilitation of the Pasadena Blvd. 1-Million Gallon Water Ground Storage Tank. The project was advertised for bids and awarded to Nova Painting on March 3, 2020 with the low bid of \$339,000.

Dunham Engineering performed the field inspections on this project and both Dunham and city staff are satisfied with the project. At this time we would like to ask for Council's acceptance of the project and release of final payment and retainage.

The final cost of the project was \$339,000.00.

Fiscal/Budgetary Impact: This project is being funded out of the Series 2017-A Certificates of Obligation Bond.

Accept completion of the project.







## Legislation Details (With Text)

**File #:** ACT 20-034    **Version:** 1    **Name:**

**Type:** Acceptance    **Status:** Agenda Ready

**File created:** 10/7/2020    **In control:** City Council

**On agenda:** 10/20/2020    **Final action:**

**Title:** Acceptance of completion for the storm drain rehabilitation at the Maxwell Adult Center and release of final payment and retainage to SKE Construction.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [1 Year Warranty](#)  
[Waiver of Lien](#)  
[INV. 440 Retainage](#)  
[Affidavit Of Bills Paid](#)

Date	Ver.	Action By	Action	Result
10/20/2020	1	City Council		

Acceptance of completion for the storm drain rehabilitation at the Maxwell Adult Center and release of final payment and retainage to SKE Construction.

### Summary:

SKE Construction has completed the storm drain rehabilitation at the Maxwell Adult Center and is now ready for Council acceptance and release of final payment and retainage. The project was completed in the amount of \$52,000.

The final payment for this project is \$5,128.74 which will complete the \$52,000 project total.

The project is completed and the contract is ready to be closed out and final payment issued.

Attached is a copy for the final payment application for retainage, conditional waiver and release of final payment, 1 year warranty, and affidavit of all bills paid.

### Fiscal/Budgetary Impact:

\$ 52,000      General Fund Budget (Account 010-436-44080, Storm Sewer Repairs and Maintenance)

Recommendation is to approve the acceptance of completion for the storm drain rehabilitation at the Maxwell Adult Center and release of final payment and retainage to SKE Construction.





PO Box 1111 Cypress, Texas 77410  
Office: 281-585-4100 Fax: 281-585-5707

KNOW ALL MEN BY THESE PRESENTS, That SKE Construction, LLC entered into a written agreement with the City of Deer Park, Texas, on the 28th day of September, 2020, which agreement and contract documents therein mentioned are hereby expressly made a part hereof as though the same were written and embodied herein;

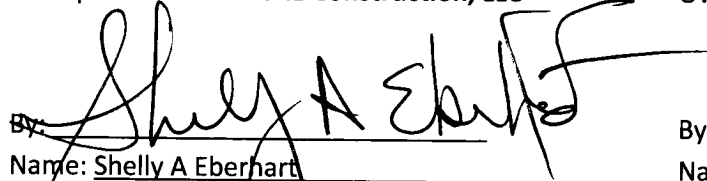
WHEREAS, under the plans, specifications, general conditions, and instructions to bidders and any attachments thereto herein referred to as contract documents, the Contractor shall keep in good repair the work therein contracted to be done and performed thereunder for a period of one (1) year, beginning from the date of completion of the agreement and final acceptance by the Authority, it being understood that the purpose of this section is to cover only defective conditions arising by reason of defective materials, work, or labor performed by the said Contractor;

NOW, THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) year, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and the City of Deer Park, shall have and recover from the Contractor damages in the premises, as provided for in said contract documents

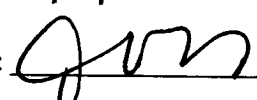
IN WITNESS WHEREOF, this instrument is executed and sealed this, the 5<sup>th</sup> day of October, 2020

Principal Contractor: **SKE Construction, LLC**

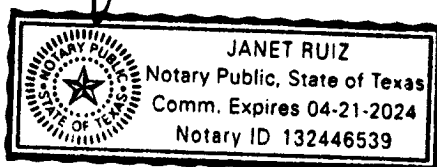
Owner: **City of Deer Park**

By:   
Name: Shelly A Eberhart  
Title: President/CEO  
Dated: 10/5/2020

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

Witness: 

Witness: \_\_\_\_\_





## Waiver of Lien

Project City of Deer Park- Emergency Storm Sewer Repair at Maxwell Adult Facility

Job No. 3906-20

On receipt by the signer of this document of a check from City of Deer Park in the sum of \$51,287.38 (Fifty One Thousand, Two Hundred and Eighty Seven Dollars, and Thirty Eight Cents) payable to SKE Construction, LLC and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Deer Park located at 710 E San Augustine St. Deer Park, TX to the following extent: City of Deer Park-Emergency Storm Sewer Repair at Maxwell Adult Facility

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to SKE Construction, LLC (Person whom Signer Contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on these statements, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Dated: 10/5/2020

For: SKE Construction, LLC

By 

Title: President/CEO



SKE Construction, LLC.

PO Box 1111

# Invoice

Date	Invoice #
10/5/2020	440

**Bill To**

City of Deer Park  
710 E. San Augustine  
Deer Park, TX 77536

P.O. No.	Terms	Project
	Due on receipt	SKE-1181 Emergenc...

Quantity	Description	Rate	Amount
1	Amount of Retainage @ 10%	5,128.74	5,128.74
		<b>Total</b>	\$5,128.74

Phone #	Fax #	E-mail
281-585-4100	281-585-5707	shelly@skel.net

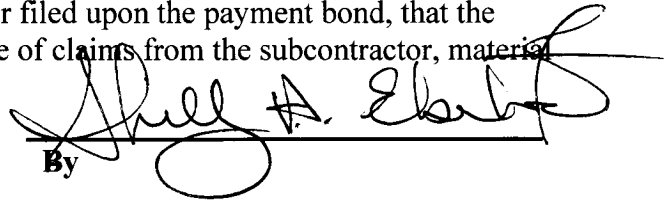
**AFFIDAVIT OF BILLS PAID**

**THE STATE OF TEXAS**  
**COUNTY OF HARRIS**

Shelly A. Eberhart Being first duly sworn, states that she is  
President/CEO of SKE Construction, LLC  
Of Harris County of Texas, hereinafter called "Company", and the said  
Company has performed work and/or furnished materials and labor to  
City of Deer Park hereinafter called "Owner" pursuant to a contract, dated  
September 28<sup>th</sup> 2020 with Owner (hereinafter called "Contract") for the construction of:  
PROJECT: Emergency Storm Sewer Repair at Maxwell Adult Facility

PROJECT NO: 3906-20

That all just and lawful invoices against the Company for labor, materials and expendable equipment employed in the performance of the Contract and have been paid in full (with the exception of the attached invoice) prior to acceptance of payments from the Owner, and that the company agrees to indemnify and hold the owner and engineers harmless from all liability arising from claims by subcontractors, material men and suppliers under contract, and that no claims have been made or filed upon the payment bond, that the company has not received any claims or notice of claims from the subcontractor, material men and suppliers.

  
By \_\_\_\_\_

President/CEO  
Title

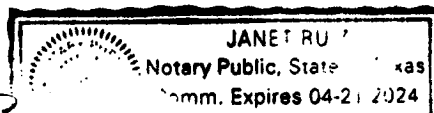
**THE STATE OF TEXAS**  
**COUNTY OF HARRIS**

BEFORE ME, The undersigned authority, on this day personally appeared Shelly A. Eberhart of SKE Construction, LLC, and known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the executed the same as the act and deed of such limited partnership for the purpose of consideration therein expressed and in the capacity therein stated

**GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 5<sup>th</sup> DAY OF October 2020**

My commission expires:

04-21-2024



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



## Legislation Details (With Text)

**File #:** ACT 20-035    **Version:** 1    **Name:**  
**Type:** Acceptance    **Status:** Agenda Ready  
**File created:** 10/7/2020    **In control:** City Council  
**On agenda:** 10/20/2020    **Final action:**  
**Title:** Acceptance of completion for the renovations to the recrowning of the multipurpose field at the Adult Sports Complex and release of final payment to Athletic Field Specialists.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Invoice #3876](#)  
[City of Deer Park-Lien Release](#)

Date	Ver.	Action By	Action	Result
10/20/2020	1	City Council		

Acceptance of completion for the renovations to the recrowning of the multipurpose field at the Adult Sports Complex and release of final payment to Athletic Field Specialists.

### Summary:

Athletic Field Specialists has completed the recrowning of the multipurpose field at the Adult Sports Complex and is now ready for Council acceptance and release of final payment. The project was completed in the amount of \$76,000.

The single and final payment for this project is \$76,000 which will complete the \$76,000 project total.

The project is completed and the contract is ready to be closed out and final payment issued.

Attached is a copy for the final payment application and conditional waiver and release of final payment.

### Fiscal/Budgetary Impact:

\$100,000      General Fund Budget FY 19-20

\$ 76,000      General Fund Budget (Account 010-432-49030)

\$24,000

Remaining in allocated General Fund Budget item for FY19-20

Recommendation is to accept the completion of the renovations to recrowning of the multipurpose field at the Adult Sports Complex and release of final payment to Athletic Field Specialists.

Athletic Field Specialists

15059 FM 1094

Cat Spring, Texas 78933

# Invoice

Date	Invoice #
10/12/2020	3876

Bill To
City of Deer Park 610 E. San Augustine Deer Park, Texas 77536

P.O. No.	Terms	Due Date
20-2117	Net 30	11/11/2020

Description	Qty	Rate	Amount
Soccer Field Renovation:  Remove 18,000 sq. ft. of sod from crown of field Laser grade and add sand as needed Adjust sprinkler heads as needed Apply starter fertilizer Install Big Roll 419 sod Roll & topdress		76,000.00	76,000.00

	<b>Subtotal</b>	\$76,000.00
	<b>Sales Tax (6.75%)</b>	\$0.00
	<b>Total</b>	\$76,000.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$76,000.00

Phone #
281-961-2528

Fax #
979-992-2627

E-mail
webb356@msn.com

## Conditional Waiver and Release on Final Payment

State of Texas  
County of **Harris**

**City of Deer Park**  
**610 E. San Augustine**  
**Deer Park, Texas 77536**

**Soccer Field Renovation**  
**PO #20-2117**

BEFORE ME, the undersigned has entered into an agreement with **City of Deer Park** to furnish labor and/or materials and/or equipment for improvements on the property described above (the "Project"), which may be more particularly described in an attached exhibit.

On receipt by the signer of this document of a check/wire transfer from **City of Deer Park** in the sum of **\$76,000.00** payable to Subcontractor/Seller and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **City of Deer Park** (Owner) located at **610 E. San Augustine, Deer Park, Texas 77536** (Location) to the following extent:

### All of the Work Performed on the Project.

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **City of Deer Park Soccer Field Renovation**

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above-referenced project up to the date of this waiver and release.

EXECUTED on this 12 day of October, 2020

By:  Name and Title: **Matt Webb/Owner**

Subcontractor/Seller: **Athletic Field Specialists**

Address: **15059 FM 1094** City, State, Zip: **Cat Spring, Texas 78933**

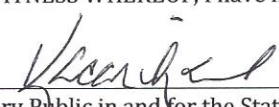
State of **Texas**

County of **Austin**

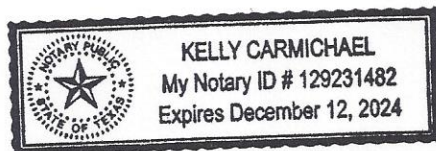
SWORN AND SUBSCRIBED TO BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State on this day,

**Matt Webb** (Name) of **Athletic Field Specialists** (Company)  
who personally appeared and is known to me to be the person and officer whose name is subscribed to the foregoing instrument, and swore to me that the same was the act of said company, that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated that all the facts stated herein are true and correct.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day set forth above.

  
Notary Public in and for the State of Texas

My Commission Expires: 12/12/2024





## Legislation Details (With Text)

**File #:** PUR 20-023    **Version:** 1    **Name:**  
**Type:** Purchase    **Status:** Agenda Ready  
**File created:** 10/1/2020    **In control:** City Council  
**On agenda:** 10/20/2020    **Final action:**  
**Title:** Authorization to purchase filter parts for the Filter Set #1 at the Water Treatment Plant from SUEZ Treatment Solutions.  
**Sponsors:** Public Works  
**Indexes:**  
**Code sections:**  
**Attachments:** [SUEZ quote for flumes and SS tank](#)  
[Sole Source Letter Deer Park WTP; Deer Park, TX Hartwell Env](#)

Date	Ver.	Action By	Action	Result
10/20/2020	1	City Council		

Authorization to purchase filter parts for the Filter Set #1 at the Water Treatment Plant from SUEZ Treatment Solutions.

### Summary:

A budgeted item was approved for this fiscal year to replace the syphon, annular flume, inlet flume, and vacuum tank of the original filter set. The existing structure has been modified due to age with straps to hold up the syphons because they rusted and would not support themselves and the vacuum tank has multiple rust out spots. The annular flume has multiple leaks. Other parts have been replaced that had rusted through.

SUEZ Treatment Solutions is the owner of the Greenleaf Filter technology. The parts are being replaced with stainless steel parts, which the new filter set was designed with. SUEZ is the sole source provider for the parts we are replacing. The parts are \$80,023.17. The total budgeted for this project is \$100,000.00. The remaining funds are for parts needed for installation which is being done by plant and other city personnel.

### Fiscal/Budgetary Impact:

This purchase is budgeted in 400-503-4904.

Staff recommends approving the purchase.





## **PROPOSAL and CONTRACT**

**Proposal Number: W0203171 Rev 2**

**Date: September 30, 2020**

**Page: 1 of 3**

To: City of Deer Park TX  
Deer Park, TX  
c/o Hartwell Environmental

Telephone: 281-351-8501

Email: [Justin@hartwellenv.com](mailto:Justin@hartwellenv.com)

Description: Climber Screen Parts

Attn: Justin Rodriguez

Reference: Original Contract #88291

(Hereinafter referred to as "Purchaser")

SUEZ Treatment Solutions Inc. (SUEZ) offers to furnish the following described materials and equipment ("Products") and/or services at the prices ("Purchase Price") stated below or as otherwise confirmed in writing by SUEZ and in accordance with the Conditions of Sale and other provisions contained herein. This Proposal shall remain in effect for 60 days from the date hereof and shall expire at that time unless extended in writing by SUEZ. The Purchase Price is based upon all of the Conditions of Sale and other provisions contained herein. Purchaser's acceptance of this Purchase Price, whether by issuance of a purchase order or otherwise, or acceptance of delivery of the Products and/or services furnished hereunder, shall be considered acceptance by the Purchaser of all the Conditions of Sale and other provisions contained herein, notwithstanding any statement in Purchaser's acceptance or order to the contrary. SUEZ hereby objects to and rejects any proposal by Purchaser to modify, amend, limit, add to or delete any of the Conditions of Sale or other provisions contained herein unless expressly accepted in writing by SUEZ

Quantity	Part Number	Description	Unit Price	Extension
4	88291 05 012G01	Syphon	3,354.45	\$13,417.80
1	88291 05 013G99	Annular Flume, in 5 Pieces	39,900.03	\$39,900.03
1	88291 05 021G01	Inlet Flume	8,239.00	\$8,239.00
1	51213G99	Vacuum Tank, 304SS, Tank Only	18,466.34	\$18,466.34
<b>Prices Include Freight Via Common Carrier</b>				
			(Prices Exclude Sales Tax)	
			<b>Order Total:</b>	<b>\$80,023.17</b>

Estimated Shipment: 6 to 8 Weeks ARO

Payment Terms: 100% Net 30 Days

Shipping Terms: FOB Ship Point, Freight via  
Common Carrier Included

### **Purchasers Acceptance:**

Company: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Suez Treatment Solutions**

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

Garrett Haywood, Parts Sales Coordinator

**HARTWELL ENVIRONMENTAL CORPORATION**

22115 Hufsmith Kohrville Road  
Tomball, TX 77375-6952

CC: Kevin Smith, John Hughes, File

## SUEZ TERMS AND CONDITIONS OF SALE

1. **ENTIRE AGREEMENT.** The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract (the "Contract") for the sale of equipment or services (hereinafter referred to as "Equipment") Purchaser, and supersedes the terms and conditions of any request for proposal or request for quotations, specifications, quotations, purchase orders, correspondence or communications whether written or oral between the Purchaser and SUEZ. No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on SUEZ unless made in writing and signed by an authorized representative of SUEZ. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this Contract.

2. **TAXES.** The Purchase Price does not include any state or local sales or use taxes.

3. **PAYMENT.** Payment shall be net thirty (30) days in accordance with SUEZ's proposal.

4. **RISK OF LOSS.** Risk of loss or damage to the Equipment, or any part thereof, shall pass to Purchaser upon delivery of the Equipment or part to Purchaser at the delivery point stated in SUEZ's proposal.

5. **EXCUSABLE DELAY.** SUEZ shall not be liable for any delay in performance or failure to perform due to any cause beyond SUEZ's reasonable control including, fire, flood, or any other act of God, strike or other labor difficulty, any act, instructions, directions or omission to act of any civil or military authority or of the Purchaser, Owner, or Engineer, change in laws, acts of war, any insurrection, riot, embargo, unavailability or delays in transportation or car shortages. In the event SUEZ's performance is delayed by any of the foregoing causes, SUEZ's schedule for performance shall be extended accordingly without penalty. If Purchaser's, Owner's, or Engineer's actions delay SUEZ's performance, Purchaser shall pay SUEZ any additional costs incurred by SUEZ resulting from such delay and shall also pay SUEZ's invoice for any stored Equipment, or any part thereof, as if they had been delivered in accordance with the milestone schedule.

6. **PROPRIETARY INFORMATION.** All information, plans, drawings, tracings, specifications, programs, reports, models, mock-ups, designs, calculations, schedules, technical information, data, manuals, proposals, CAD documents and other materials, including those in electronic form (collectively the "Instruments of Service") prepared and furnished by SUEZ for use solely with respect to this Project. SUEZ shall be deemed the author and owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Purchaser, Engineer, or Owner shall not use these Instruments of Service for future additions or alterations to this Project or for other projects, without the prior written agreement by SUEZ. The Instruments of Service furnished by SUEZ are proprietary to SUEZ, submitted in strict confidence and shall not be reproduced, transmitted, disclosed or used in any other manner without SUEZ's written authorization.

7. **INSPECTION BY PURCHASER.** Purchaser may inspect the Equipment at the point of manufacture, provided that such inspection is arranged and conducted so as not to unreasonably interfere with SUEZ's or the manufacturer's operations.

8. **WARRANTY OF TITLE.** SUEZ warrants and guarantees that upon payment title to all Equipment covered by any invoice submitted to Purchaser will pass to Purchaser free and clear of all liens.

9. **WARRANTY.** SUEZ warrants that its Equipment shall conform to the description contained in SUEZ's proposal and be free from defects in material and workmanship for a period of one (1) year from date its Equipment is initially placed in operation or eighteen (18) months from date its Equipment is shipped, whichever occurs first. Upon SUEZ's receipt of written notice within thirty (30) days of discovery of any defect, and a determination by SUEZ that such defect is covered under the foregoing warranty, SUEZ shall, at its option, repair or replace the defective part or parts, f.o.b. factory. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with SUEZ's written instructions and requirements or due to accident, misuse, abuse, neglect or corrosion. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses that may be incurred with repair or replacement. SUEZ shall have no responsibility for the condition of primed or finish painted surfaces after the Equipment leaves its point of manufacture. Field touch-up of shop primed or painted surfaces are normal and shall be at Purchaser's or Owner's expense. Unless otherwise specifically provided for herein, SUEZ provides no other guarantee of product performance or process results. Correction of non-conformities in the manner and for the period of time provided above shall constitute SUEZ's sole liability and purchaser's exclusive remedy for failure of SUEZ to meet its

warranty obligations, whether claims of purchaser are based in contract, tort (including negligence or strict liability), or otherwise. THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **BACKCHARGES.** SUEZ shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Equipment, without SUEZ's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

11. **LIQUIDATED DAMAGES.** Any liquidated damages clauses for failure to meet shipping or job completion promises are not acceptable or binding upon SUEZ, unless such clauses are specifically accepted in writing by an authorized representative of SUEZ at its headquarters office.

12. **LIMITATION OF LIABILITY.** Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages arising from their obligations under this Contract, whether such damages are based upon breach of contract, breach of warranty, tort, strict liability or otherwise. In no event shall either party's liability to the other party exceed the purchase price of the Equipment or parts of the Equipment on which such liability is based.

13. **CANCELLATION BY PURCHASER.** If Purchaser cancels this Contract or refuses to accept delivery of the Equipment, Purchaser shall be liable to SUEZ for reasonable costs incurred by SUEZ including, cancellation charges, administrative costs, and commissions to sales representatives for all work performed or in process up to the time of cancellation or refusal to accept delivery.

14. **DEFAULT BY PURCHASER.** In the event Purchaser should breach its obligations under this Contract, SUEZ may, without prejudice to any other right or remedy it may have at law or equity, terminate this Contract or suspend performance if Purchaser fails to cure such breach within thirty (30) days of written notice. In such event, SUEZ shall be paid for all work performed prior to termination/suspension, including all costs related to the termination/suspension. If payments are not made in accordance with the terms contained herein, a service charge may, without prejudice to the right of SUEZ to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance. Purchaser shall reimburse SUEZ for all attorney's fees and costs related to collection of past due amounts.

15. **DEFAULT BY SELLER.** In the event of any default by SUEZ and prior to Purchaser terminating the work for default, Purchaser shall give written notice of default to SUEZ. SUEZ shall remedy the default to the reasonable satisfaction of the Purchaser within thirty (30) days of receipt of such written notice or, if such default cannot reasonable be remedied within such thirty (30) day period, SUEZ shall promptly begin to remedy the default within the thirty (30) day period and thereafter diligently prosecute to conclusion all acts necessary to remedy the default, in which event such default shall be deemed to be remedied.

16. **PATENT AND COPYRIGHT INFRINGEMENT.** SUEZ shall defend any action or proceeding brought against Purchaser based on any claim that the Equipment infringes any United States patent or copyright, provided the Equipment is used in the manner specified and is not modified, altered, or combined with any other equipment without SUEZ's prior written permission. Purchaser shall give prompt written notice to SUEZ of any such action or proceeding and will reasonably provide authority, information and assistance (at Purchaser's expense) in the defense of same. If Purchaser is enjoined from the operation or use of the Equipment, SUEZ shall take reasonable steps to procure the right to operate or use the Equipment. If SUEZ cannot so procure such right within a reasonable time, SUEZ shall promptly, at SUEZ's option and expense, (i) modify the Equipment so as to avoid infringement of any such patent or copyright, (ii) replace said Equipment with equipment that does not infringe or violate any such patent or copyright, or (iii) as a last resort, remove the Equipment and refund the purchase price.

17. **INDEMNITY.** To the extent and proportion of its negligence, SUEZ will indemnify and hold Purchaser harmless for any claims, damages, suits, or losses by third parties for death or bodily injury or damage to tangible property (other than to the Equipment itself) directly caused by SUEZ's performance under this Contract.

18. **GOVERNING LAW/JURISDICTION.** This Contract shall be governed by the laws of the Commonwealth of Virginia, without regard to any conflicts of law principles thereof. Any dispute that cannot be resolved amicably by the Parties shall be referred to the federal or state courts having jurisdiction over Henrico County, Virginia. The Parties irrevocably waive the right to request trial by jury.

19. **NOTICES.** Unless otherwise provided, any notices to be given hereunder shall be given in writing at the address and to the representatives mentioned in the Contract Documents and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) on confirmation of receipt by fax by the party to be notified, (iii) one business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth herein, or (iv) three days after deposit with the U.S Post Office, postage prepaid, registered or certified, with return receipt requested.

20. **ASSIGNMENT/SUCCESSORSHIP.** Neither SUEZ nor Purchaser may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that SUEZ may assign this Contract to an affiliate without consent. Any prohibited assignment shall be null and void. SUEZ and Purchaser intend that the provisions of this Contract are binding upon the parties, their employees, agents, heirs, successors and assigns.

21. **SEVERABILITY.** If any term, condition or provision of this Contract or the application thereof to any party or circumstance shall at any time or to any extent be invalid or unenforceable, then the remainder of this Contract, or the application of such term, condition or provision to parties or circumstances other than those which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

22. **NO WAIVER.** The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Contract or to exercise any right under this Contract shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.



**SUEZ Water Treatment Inc.**

8007 Discovery Drive, Richmond, VA 23229  
P.O. Box 71390, Richmond, VA 23255  
tel: +1 804 756-7600  
fax: +1 804 756-7643

October 1, 2020

Attn: Nicholas Cook  
Ref: City of Deer Park WTP  
Deer Park, TX

This letter is to inform the City of Deer Park WTP that SUEZ Treatment Solutions Inc. is the original sole source equipment manufacturer of water and wastewater treatment equipment, for municipalities. ABW Filters® & associated parts/components are custom made for your specific application.

Hartwell Environmental Corporation is an exclusively authorized distributor for SUEZ Treatment Solutions Inc. equipment and parts in Texas for municipal customers in your area.

A handwritten signature in dark ink, appearing to read 'Garrett Haywood', is positioned above the printed name.

Garrett Haywood  
Suez Water Treatment Inc.  
[Garrett.haywood@suez.com](mailto:Garrett.haywood@suez.com)

**Infilco Degremont is now SUEZ**

8007 Discovery Drive, Richmond, VA 23229 USA – Tel: +1 804 756-7600 – [www.degremont-technologies.com](http://www.degremont-technologies.com)



## Legislation Details (With Text)

**File #:** SUP 20-009    **Version:** 1    **Name:**

**Type:** Specific Use Permit Request    **Status:** Agenda Ready

**File created:** 10/13/2020    **In control:** City Council

**On agenda:** 10/20/2020    **Final action:**

**Title:** Consideration of and action on a referral to the Planning and Zoning Commission for a Specific Use Permit from the request of Pastor Hector Benavides on behalf of Lion of Judah International Ministries, Inc. to operate a church at 4317 Red Bluff Road.

**Sponsors:** City Secretary's Office

**Indexes:**

**Code sections:**

**Attachments:** [Lion of Judah Inter. Ministries](#)

Date	Ver.	Action By	Action	Result
10/20/2020	1	City Council		

Consideration of and action on a referral to the Planning and Zoning Commission for a Specific Use Permit from the request of Pastor Hector Benavides on behalf of Lion of Judah International Ministries, Inc. to operate a church at 4317 Red Bluff Road.

Summary: Mr. Hanan Araj, property owner at 4317 Red Bluff Road, has given Pastor Benavides of Lion of Judah International Ministries, Inc. permission to conduct church services at the location.

Zoning Ordinance Section 12.01.12 of Use Group 12, Public Utility and related facilities require a Specific Use Permit by City Council to construct such a structure.

Fiscal/Budgetary Impact:

None

Refer to Planning and Zoning to schedule a Public Hearing

To: City Council of Deer Park, Texas

I, Hanan Araj as the owner of the property 4317 Red Bluff Rd Pasadena Tx 77503

Would like to explain the reason for the request of the specific use permit.

When we occupied it we used it for church and a place where the surrounding community could come and seek God and help if needed

We hope that the building could be continued to be used as a church and a place that can continue to help the community

Pastor Hector Benavides is currently the senior pastor at Lion of Judah International Ministries.Inc on 4317 Red Bluff Rd Pasadena Tx 77503

And they are willing to continue to keep that spark of hope and help the community if the needed on this areas

For this reason we seek the Specific Use permit.

Thank you

Hanan araj

10-14-2020



# CITY OF DEER PARK

## Specific Use Permit



LN- 001973 -2020

PERMIT #: LN- 001973 -2020

ISSUED DATE: October 13, 2020

PROJECT:

EXPIRATION DATE: October 13, 2021

PROJECT ADDRESS: 4317 RED BLUFF RD

OWNER NAME: Bay View Properties Llc Series A CONTRACTOR:

ADDRESS: 1203 Spring Cress Ln

ADDRESS:

CITY: Seabrook

CITY:

STATE: TX

STATE:

ZIP: 77586-

ZIP:

PHONE:



### PROJECT DETAILS

PROPOSED USE:

DESCRIPTION: For Church

SQ FT:

0

VALUATION:

\$ 0.00

### PERMIT FEES

TOTAL FEES: \$ 1,000.00

PAID: \$ 1,000.00

BALANCE: \$ 0.00

## ALL PERMITS MUST BE POSTED ON THE JOBSITE AND VISIBLE FROM THE STREET

### NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 1 YEAR AT ANY TIME AFTER WORK IS STARTED. ALL PERMITS ARE SUBJECT TO THE FOLLOWING:

- ALL WORK MUST COMPLY WITH THE BUILDING, ELECTRICAL, PLUMBING, AND MECHANICAL CODES ADOPTED BY THE CITY OF DEER PARK AT THE TIME THE PERMIT IS ISSUED.
- IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO COMPLY WITH ALL STATE & FEDERAL DISABILITY REQUIREMENTS
- ENCROACHMENTS OF EASEMENTS AND RIGHT-OF-WAYS ARE NOT ALLOWED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF THIS PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT

DATE

APPROVED BY

DATE

**TO SCHEDULE NEXT DAY INSPECTIONS CALL BY 4PM 281-478-7270**  
**ALL REINSPECTIONS ARE SUBJECT TO A \$45.00 REINSPECTION FEE**

You can request a morning or afternoon inspection and we will do our best to accommodate you but there are no guarantees, it will depend on the volume of inspections scheduled that day.

710 E San Augustine Deer Park, TX 77536 Fax 281-478-0394  
[www.deerparktx.gov/publicworks](http://www.deerparktx.gov/publicworks)

# Harris County Appraisal District

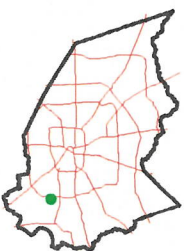


PUBLICATION DATE:  
4/28/2020

0 50 100 200 Feet

Geospatial or map data maintained by the Harris County Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.

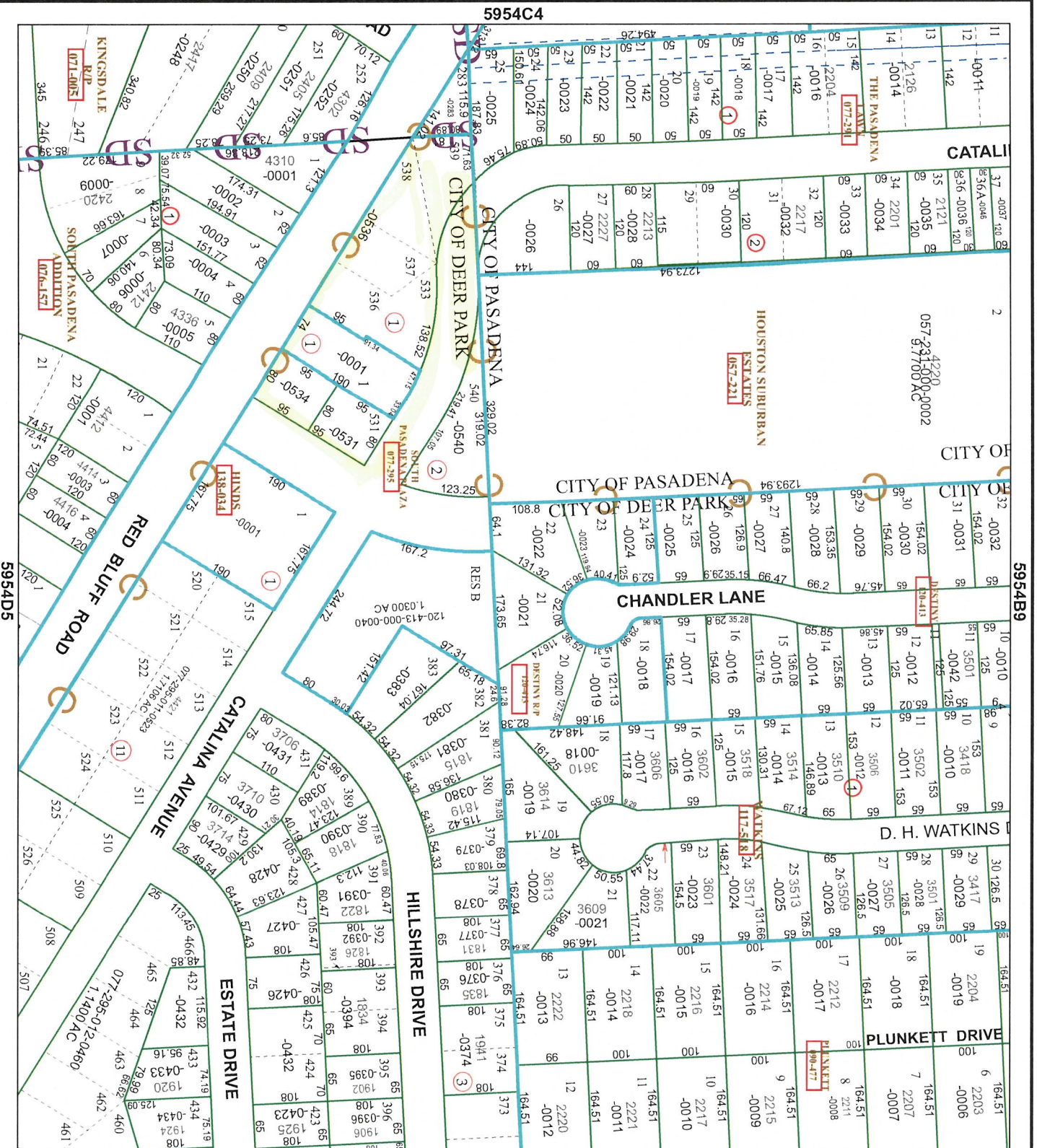
## MAP LOCATION



# FACET

5954D17

11	12	9	10	11
3	4	1	2	3
7	8	5	6	7



5954C4

5954B9

5954D2





## Legislation Details (With Text)

<b>File #:</b>	AGR 20-038	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agreement	<b>Status:</b>		Agenda Ready	
<b>File created:</b>	10/12/2020	<b>In control:</b>		City Council	
<b>On agenda:</b>	10/20/2020	<b>Final action:</b>			
<b>Title:</b>	Consideration of and action on amendment No. 5 to the agreement with the Deer Park Crime Control Prevention District (CCPD) for CCPD Personnel, Vehicles, Facilities, Equipment, Investments, and Grant Administration.				
<b>Sponsors:</b>	City Manager's Office				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Agreement-City CCPD-AMENDMENT-Oct 2020</a> <a href="#">Exhibit A - CCPD FY 2020-2021 Budget Approved</a>				

Date	Ver.	Action By	Action	Result
10/20/2020	1	City Council		

Consideration of and action on amendment No. 5 to the agreement with the Deer Park Crime Control Prevention District (CCPD) for CCPD Personnel, Vehicles, Facilities, Equipment, Investments, and Grant Administration.

### Summary:

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

In May 2016, the citizens of Deer Park voted to continue the CCPD for a period of ten (10) years. In October 2016, a new agreement between the City and the CCPD was approved rather than continuing to amend the original agreement each year. For FY 2017-2018, an amendment to the agreement was approved. In October of 2018, a second amendment was approved to cover the 2018-2019 fiscal year. Also, in FY 2018-2019 a third amendment to the agreement was approved to add grant administration, either through City personnel or on a contract for services basis administered by the City. In October of 2019, a fourth amendment to the agreement was approved to cover the 2019-2020 fiscal year. At this time, a fifth amendment is proposed to cover FY 2020-2021.

The CCPD Board of Directors is scheduled to vote on amendment #5 to the agreement at its October 19, 2020 meeting.

Fiscal/Budgetary Impact:

Approve amendment #5 to the agreement.

# **AMENDMENT NO. 5 TO THE AGREEMENT FOR PERSONNEL, VEHICLES, FACILITES, EQUIPMENT, INVESTMENTS, AND GRANT ADMINISTRATION**

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS    §

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

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

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

WHEREAS, in 2018 Amendment No. 2 to the agreement was approved, wherein, it was agreed by the City and the District that the Agreement be extended for one additional year, beginning on October 1, 2018, and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time. It was further agreed that this Agreement may be further extended by mutual consent of the governing bodies of both parties, and that any such extension or amendment will be in writing.

WHEREAS, in 2018 Amendment No. 3 to the agreement was approved, wherein, it was agreed by the City and the District that the Agreement be amended to include that the City would provide for Grant administration, either through City personnel or on a contract for services basis administered by the City, and said services be included the agreement.

WHEREAS, in 2019 Amendment No. 4 to the agreement was approved, wherein, it was agreed by the City and the District that the Agreement be extended for one additional year, beginning on October 1, 2019, and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time. It was further agreed that this Agreement may be further extended by mutual consent of the governing bodies of both parties, and that any such extension or amendment will be in writing.

WHEREAS, for and in consideration of the mutual covenants herein contained, it is agreed by the City and the District that the Agreement shall be extended for one additional year, beginning on October 1, 2020,

and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time. It is further agreed that this Agreement may be further extended by mutual consent of the governing bodies of both parties, and that any such extension or amendment will be in writing.

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

#### **1. Funds to be provided by the District.**

For and in consideration of the services to be provided by the City in furtherance of the District's programs, the District shall provide the funds to the City for the actual costs of such programs for FY 2020-2021. A summary of the funds to be provided by the District for FY 2020-2021 is below. The adopted budget for FY 2020-2021 is included in the attached Exhibit A.

<b><i>Type of Expenditure</i></b>	<b><i>Amount</i></b>
Personnel & Related	\$ 763,770.00
Services	\$ 164,031.00
Supplies	\$ 176,180.00
Repairs & Maintenance	\$ 49,462.00
Other Operating Expenditures	\$ 0.00
Capital Outlay	\$ <u>4,448,066.00</u>
<b>Total Expenditures</b>	<b>\$ <u>5,601,509.00</u></b>

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

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

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

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

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

**CITY OF DEER PARK**

**DEER PARK CRIME CONTROL AND  
PREVENTION DISTRICT**

\_\_\_\_\_  
JERRY MOUTON, JR., Mayor

ATTEST:

\_\_\_\_\_  
SHANNON BENNETT, City Secretary

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
SHANNON BENNETT, Secretary

Date Signed: \_\_\_\_\_

**CITY OF DEER PARK  
2020-2021 ANNUAL BUDGET  
CRIME CONTROL AND PREVENTION DISTRICT REVENUES & RESOURCES**

**REVENUE SUMMARY**

DESCRIPTION	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROJECTED 20-21
Tax Revenue	\$ 1,809,948	\$ 1,500,000	\$ 1,550,000	\$ 1,350,000
Other Revenue	35,785	7,800	14,900	10,500
Prior Year Revenue	<u>84,127</u>	<u>1,207,773</u>	<u>945,799</u>	<u>4,241,009</u>
<b>Total Revenue</b>	<b><u>\$ 1,929,860</u></b>	<b><u>\$ 2,715,573</u></b>	<b><u>\$ 2,510,699</u></b>	<b><u>\$ 5,601,509</u></b>

**CITY OF DEER PARK  
2020-2021 ANNUAL BUDGET  
CRIME CONTROL AND PREVENTION DISTRICT REVENUES & RESOURCES**

DESCRIPTION	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROJECTED 20-21
<b><u>TAX REVENUE</u></b>				
31200 Sales Tax Revenue	\$ 1,809,948	\$ 1,500,000	\$ 1,550,000	\$ 1,350,000
<b>Total Tax Revenue</b>	<b><u>1,809,948</u></b>	<b><u>1,500,000</u></b>	<b><u>1,550,000</u></b>	<b><u>1,350,000</u></b>
<b><u>OTHER REVENUE</u></b>				
36140 Sale of Surplus Material	10,330	5,000	5,000	8,000
36200 Investment Revenue	3,956	2,800	3,400	2,500
36300 Insurance Reimbursement	21,499	-	-	-
36400 Transfers from Other Funds	<u>-</u>	<u>-</u>	<u>6,500</u>	<u>-</u>
<b>Total Other Revenue</b>	<b><u>35,785</u></b>	<b><u>7,800</u></b>	<b><u>14,900</u></b>	<b><u>10,500</u></b>
<b>Prior Year Revenue</b>	<b><u>84,127</u></b>	<b><u>1,207,773</u></b>	<b><u>945,799</u></b>	<b><u>4,241,009</u></b>
<b>TOTAL REVENUE</b>	<b><u>\$ 1,929,860</u></b>	<b><u>\$ 2,715,573</u></b>	<b><u>\$ 2,510,699</u></b>	<b><u>\$ 5,601,509</u></b>

**CITY OF DEER PARK  
2020 021ANNUALBUDGET  
CRIME CONTROL AND PREVENTION DISTRICT**

**EXPENDITURE SUMMARY**

**300 - POLICE DEPARTMENT**

DESCRIPTION	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROPOSED 20-21
Personnel & Related	\$ 556,630	\$ 729,854	\$ 730,739	\$ 763,770
Services	158,187	172,112	151,800	164,031
Supplies	160,942	297,121	264,989	176,180
Repairs & Maintenance	40,167	35,392	25,392	49,462
Other Operating Expenditures	-	-	-	-
Capital Outlay	-	1,481,094	1,327,779	<b>4,448,066</b>
<b>Total Expenditures</b>	<b>\$ 915,926</b>	<b>\$ 2,715,573</b>	<b>\$ 2,500,699</b>	<b>\$ 5,601,509</b>

**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  
2020-2021 ANNUAL BUDGET  
CRIME CONTROL AND PREVENTION DISTRICT**

**300 - POLICE DEPARTMENT**

DESCRIPTION	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROPOSED 20-21
<b><u>PERSONNEL &amp; RELATED</u></b>				
41010 Salaries - Full Time	\$ 402,134	\$ 517,745	\$ 509,500	\$ 526,601
41040 Salaries - Overtime	20,117	20,000	37,615	35,000
41060 Social Security/Medicare	31,194	40,809	41,012	42,589
41070 TMRS	60,537	76,175	78,203	79,612
41080 Health & Life Insurance	40,004	60,876	60,780	75,120
41090 Workers Compensation	1,577	2,824	1,721	2,778
41140 Section 125 Admin Fee	100	135	135	135
41170 Health Savings Account	967	1,290	1,773	1,935
41970 Pension Expense	-	5,000	-	-
41980 OPEB Expense	-	5,000	-	-
<b>Total Personnel &amp; Related</b>	<b>556,630</b>	<b>729,854</b>	<b>730,739</b>	<b>763,770</b>
<b><u>SERVICES</u></b>				
42310 Equipment Rental	25,675	43,200	28,800	28,800
42390 Audit Fee	2,000	2,000	2,000	2,000
42430 Surveyor Fee	6,120	-	-	-
42500 Training & Travel	675	-	-	5,000
42520 Dues & Fees	9,881	10,555	12,000	11,308
42790 Software - Other	104,036	110,357	103,000	98,470
42900 Contract Labor	9,800	6,000	6,000	18,453
42940 Outside Services	-	-	-	-
<b>Total Services</b>	<b>158,187</b>	<b>172,112</b>	<b>151,800</b>	<b>164,031</b>
<b><u>SUPPLIES</u></b>				
43050 Printing	-	-	-	-
43070 Postage	-	327	327	327
43080 Small Tools & Minor Equipment	148,728	265,892	233,760	173,128
43140 Protective Clothing	12,214	30,902	30,902	2,725
<b>Total Supplies</b>	<b>160,942</b>	<b>297,121</b>	<b>264,989</b>	<b>176,180</b>
<b><u>REPAIRS &amp; MAINTENANCE</u></b>				
44020 Machinery & Equipment	-	5,392	5,392	5,130
44040 Buildings	17,771	-	-	13,387
44050 Radios	10,940	-	-	-
44090 Air Conditioners	2,768	-	-	-
44120 Grounds Maintenance	8,688	30,000	20,000	30,945
<b>Total Repairs &amp; Maintenance</b>	<b>40,167</b>	<b>35,392</b>	<b>25,392</b>	<b>49,462</b>

**CITY OF DEER PARK  
2020-2021 ANNUAL BUDGET  
CRIME CONTROL AND PREVENTION DISTRICT**

**300 - POLICE DEPARTMENT**

DESCRIPTION	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROPOSED 20-21
<b><u>OTHER OPERATING EXP.</u></b>				
45110 Salary Contingency	-	-	-	-
Total Other Operating Exp.	-	-	-	-
<b><u>CAPITAL OUTLAY</u></b>				
49020 Buildings	-	910,000	850,000	4,036,285
49030 Improvements Other than Bldgs	-	-	-	-
49040 Machinery & Equipment	-	222,861	204,062	112,723
49060 Automobiles & Light Trucks	-	348,233	273,717	299,058
49080 Lease Purchase	-	-	-	-
49410 Consulting Engineer Fee	-	-	-	-
<b>Total Capital Outlay</b>	<b>-</b>	<b>1,481,094</b>	<b>1,327,779</b>	<b>4,448,066</b>
<b>TOTAL OPERATING BUDGET</b>	<b>915,926</b>	<b>2,715,573</b>	<b>2,500,699</b>	<b>5,601,509</b>
<b>Transition Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 915,926</b>	<b>\$ 2,715,573</b>	<b>\$ 2,500,699</b>	<b>\$ 5,601,509</b>

**CITY OF DEER PARK  
2020-2021 ANNUAL BUDGET  
CRIME CONTROL AND PREVENTION DISTRICT**

<b>41000s</b>	<b>PERSONNEL &amp; RELATED</b>		
41010	Salaries - Full Time		\$ 526,601
41040	Overtime		35,000
	Various Benefits (Total)		202,169
	<b>TOTAL PERSONNEL</b>		<b>763,770</b>
<b>42000s</b>	<b>SERVICES</b>		
42310	Equipment Rental		28,800
	Rental Vehicles for ProAct Team & CID Sergeant	28,800	
42390	Annual Audit		2,000
42500	Training & Travel		5,000
	Roadside Inspection & Weight Enforcement Training	5,000	
42520	Dues & Fees		11,308
	Vehicle Registrations for PD Fleet	708	
	Leads on Line	4,748	
	Lexis Nexis (Accurint)	5,136	
	Increase Lexis Nexis (Accurint) for Volunteers	600	
	Increase Lexis Nexis (Accurint) annual 5% increase	116	
42790	Software - Other		98,470
	OSSI Agency Licensing Fee {RMS License}	47,795	
	OSSI Consortium Fee	30,441	
	Cellebrite UFED Annual License Renewal	3,999	
	IA Pro & Blue Team Software Maintenance	2,000	
	Extended Warranty for Dispatch Equipment	13,006	
	Increase Extended Warranty for Dispatch	629	
	Cellular Service for ProAct Covert Camera Modem	600	
42900	Contract Labor		18,453
	ERAD Enterprise Service - Fraud Detection	6,000	
	Specialized Counsel, Search Warrants, Subpoenas	10,000	
	Move Furniture to Paint Patrol Supervisors' Office	2,453	
	<b>TOTAL SERVICES</b>		<b>164,031</b>
<b>43000s</b>	<b>SUPPLIES</b>		
43070	Postage		327
43080	Equipment		173,128
	AED's & trauma kit supplies for 5 new patrol Tahoes	7,090	
	Airlink modems for 5 new patrol Tahoes	8,850	
	DataLux Tracer Systems, DL Swipes & Printers (5)	30,661	
	Equipment build out for 5 new patrol Tahoes	77,275	
	I.D. Printer for Admin Office	2,000	
	Plastix Plus Consoles/Organizers for 5 patrol Tahoes	14,010	
	Prolaser III Radars with 2-Year Warranty (2)	5,400	
	Replacement parts for Crossing Guard radios	837	
	Covert Camera for ProAct	2,490	
	SWAT Equipment	16,995	
	SWAT Tripod Shooting Rest	1,010	
	Tool chest/cabinet for armor supplies at Range	1,500	
	Track Xtreme GPS Tracking Device (1-Year Access)	1,000	
	Vericom V-Sense Brake Meter Computer	1,750	
	Vortex Crossfire HD Binoculars for ProAct Unit	760	
	Equipment for two (2) DOT Enforcement Vehicles	1,500	

**CITY OF DEER PARK  
2020-2021 ANNUAL BUDGET  
CRIME CONTROL AND PREVENTION DISTRICT**

43140	Protective Clothing		2,725
	Rifle Vests for new officers (3)	2,725	
	TOTAL SUPPLIES		<u>176,180</u>
<b>40000s</b>	<b>MAINTENANCE</b>		
44020	Equipment Maintenance		5,130
	Datalux Tracer Maintenance/Repairs	1,500	
	2-Year Warranty for DVD Burner Robot	3,630	
44040	Building Maintenance		13,387
	Paint Interior Walls of the PD Hallway	6,400	
	Paint Interior Walls of Patrol Sgt. Office	2,719	
	Replace Carpet in Patrol Supervisors' Office	4,268	
44120	Grounds Maintenance		30,945
	Property Maintenance for Firing Range	30,000	
	Re-stripe parking spaces/fire lanes at Firing Range	945	
	TOTAL MAINTENANCE		<u>49,462</u>
<b>49000s</b>	<b>CAPITAL OUTLAY</b>		
49020	Building		4,036,285
	Programming Conceptual Phase - EOC	30,000	
	Final Structural Design - EOC	240,000	
	Construction of EOC	3,500,000	
	Building Covers and Storage at the Firing Range	150,000	
	Metal Roof & Downspout Restoration	103,016	
	Awning for Emergency Generator	5,499	
	Install Backflow Preventer - Mechanical Room at PD	7,770	
49040	Specialized Equipment		112,723
	Watch Guard In-Car Video System (5)	45,763	
	Replace Fire Alarm Control Panel in EOC	8,000	
	Emergency Generator Restoration	15,000	
	Eight (8) Haenni WL 101 Wheel Load Scales	43,960	
49060	Vehicles		299,058
	Patrol Tahoes (5)	214,198	
	28' Self Contained Mobile Command Post	84,860	
	TOTAL CAPITAL OUTLAY		<u>4,448,066</u>
	<b>TOTAL BUDGETED EXPENDITURES</b>		<u><b>\$ 5,601,509</b></u>





## Legislation Details (With Text)

<b>File #:</b>	AGR 20-039	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agreement	<b>Status:</b>		Agenda Ready	
<b>File created:</b>	10/12/2020	<b>In control:</b>		City Council	
<b>On agenda:</b>	10/20/2020	<b>Final action:</b>			
<b>Title:</b>	Consideration of and action on amendment No. 5 to the agreement with the Deer Park Fire Control, Prevention and Emergency Medical Services District (FCPEMSD) for FCPEMSD Personnel, Vehicles, Facilities, Equipment, Investments, and Grant Administration.				
<b>Sponsors:</b>	City Manager's Office				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Agreement-City&amp;FCPEMSD-AMENDMENT 2020</a> <a href="#">FCPEMSD FY 2020-2021 Budget Approved</a>				

Date	Ver.	Action By	Action	Result
10/20/2020	1	City Council		

Consideration of and action on amendment No. 5 to the agreement with the Deer Park Fire Control, Prevention and Emergency Medical Services District (FCPEMSD) for FCPEMSD Personnel, Vehicles, Facilities, Equipment, Investments, and Grant Administration.

### Summary:

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

In May of 2016, the citizens of Deer Park voted to continue the FCPEMSD for a period of ten (10) years. In October 2016, a new agreement between the City and the FCPEMSD was approved rather than continuing to amend the original agreement each year. For FY 2017-2018, an amendment to the agreement was approved. In October of 2018, a second amendment to the agreement was approved to cover the 2018-2019 fiscal year. Also, in FY 2018-2019 a third amendment to the agreement was approved to add grant administration, either through City personnel or on a contract for services basis administered by the City. In October of 2019, a fourth amendment to the agreement was approved to cover the 2019-2020 fiscal year. At this time, a fifth amendment to the agreement is proposed to cover FY 2020-2021.

The FCPEMSD Board of Directors is scheduled to consider approval of this agreement on October 19, 2020.

Fiscal/Budgetary Impact:

Approve amendment No. 5 to the agreement.

**AMENDMENT NO. 5 TO AGREEMENT FOR PERSONNEL, SERVICES,  
VEHICLES, FACILITES EQUIPMENT, INVESTMENTS, AND GRANT  
ADMINISTRATION**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

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

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

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

WHEREAS, in 2018 Amendment No. 2 to the agreement was approved, wherein, it was agreed by the City and the District that the Agreement be extended for one additional year, beginning on October 1, 2018, and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time. It was further agreed that this Agreement may be further extended by mutual consent of the governing bodies of both parties, and that any such extension or amendment will be in writing.

WHEREAS, in 2018 Amendment No. 3 to the agreement was approved, wherein, it was agreed by the City and the District that the Agreement be amended to include the City would provide for Grant administration, either through City personnel or on a contract for services basis administered by the City, and said services be included in the agreement.

WHEREAS, in 2019 Amendment No. 4 to the agreement was approved, wherein, it was agreed by the City and the District that the Agreement be extended for one additional year, beginning on

October 1, 2019, and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time. It was further agreed that this Agreement may be further extended by mutual consent of the governing bodies of both parties, and that any such extension or amendment will be in writing.

WHEREAS, for and in consideration of the mutual covenants herein contained, it is agreed by the City and the District that the Agreement shall be extended for one additional year, beginning on October 1, 2020, and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time. It is further agreed that this Agreement may be further extended by mutual consent of the governing bodies of both parties, and that any such extension or amendment will be in writing.

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

**1. Funds to be provided by the District.**

For and in consideration of the services to be provided by the City in furtherance of the District's programs, the District shall provide the funds to the City for the actual costs of such programs for FY 2020-2021. A summary of the funds to be provided by the District for FY 2020-2021 is below. The adopted budget for FY 2020-2021 is included in the attached Exhibit A.

<b><i>Type of Expenditure</i></b>	<b><i>Amount</i></b>
<b>Fire Services</b>	
Personnel & Related	\$ 0.00
Services	117,900.00
Supplies	132,700.00
Repair & Maintenance	92,000.00
Other Operating Exp.	0.00
Capital Outlay	<u>182,600.00</u>
<b>Total Fire Services Expenditures</b>	<b><u>\$ 525,200.00</u></b>
<b>Emergency Medical Services</b>	
Personnel & Related	\$ 724,833.00
Services	115,430.00
Supplies	42,000.00
Repair & Maintenance	17,000.00
Other Operating Expenditures	0.00
Capital Outlay	<u>0.00</u>
<b>Total Emergency Medical Services</b>	<b><u>\$ 899,263.00</u></b>
<b>Fire Marshal</b>	
Personnel & Related	\$ 116,909.00



Services	21,000.00
Supplies	1,300.00
Repair & Maintenance	4,500.00
Other Operating Expenditures	0.00
Capital Outlay	<u>0.00</u>
<b>Total Fire Marshal Expenditures</b>	<b><u>\$ 143,709.00</u></b>
<b>Total Expenditures</b>	<b><u>\$ 1,568,172.00</u></b>

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

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

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

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

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

**CITY OF DEER PARK**

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

\_\_\_\_\_  
JERRY MOUTON, JR., Mayor

\_\_\_\_\_  
SAM PIPKIN, President

ATTEST:

ATTEST:

\_\_\_\_\_  
SHANNON BENNETT, City Secretary

\_\_\_\_\_  
SHANNON BENNETT, Secretary

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CITY OF DEER PARK**  
***FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)***  
**2020-2021 ANNUAL BUDGET**

**REVENUE SUMMARY**

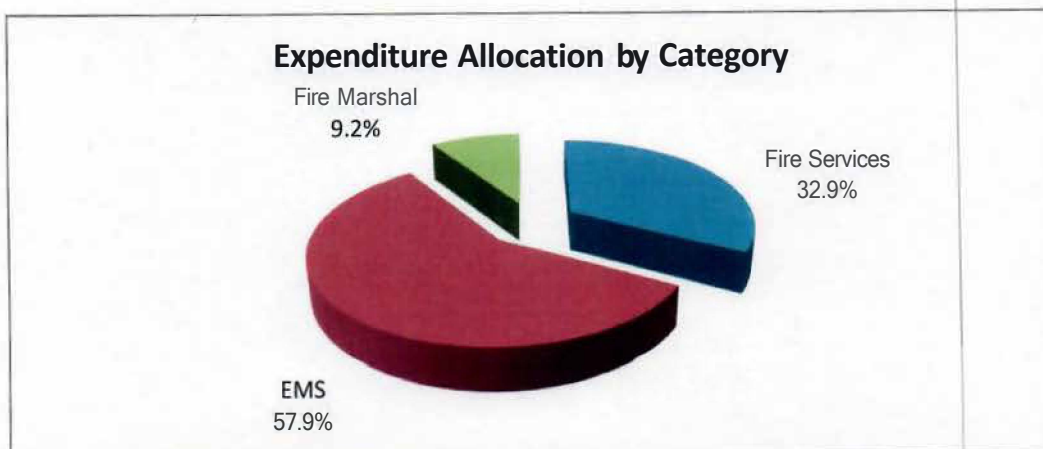
	<b>ACTUAL</b>	<b>BUDGET</b>	<b>ESTIMATED</b>	<b>PROJECTED</b>
	<b>18-19</b>	<b>19-20</b>	<b>19-20</b>	<b>20-21</b>
Tax Revenue	\$ 1,894,061	\$ 1,500,000	\$ 1,550,000	\$ 1,350,000
Other Revenue	2,730	2,400	440	300
Prior Year Revenue	-	439,981	295,814	217,872
<b>Total Revenue</b>	<b><u>\$ 1,896,791</u></b>	<b><u>\$ 1,942,381</u></b>	<b><u>\$ 1,846,254</u></b>	<b><u>\$ 1,568,172</u></b>

**CITY OF DEER PARK**  
***FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)***  
**2020-2021 ANNUAL BUDGET**

	<b>ACTUAL</b>	<b>BUDGET</b>	<b>ESTIMATED</b>	<b>PROJECTED</b>
	<b>18-19</b>	<b>19-20</b>	<b>19-20</b>	<b>20-21</b>
<b><u>3100 TAX REVENUE</u></b>				
3120 Sales Tax Revenue	<u>\$ 1,894,061</u>	<u>\$ 1,500,000</u>	<u>\$ 1,550,000</u>	<u>\$ 1,350,000</u>
Total Tax Revenue	<u>1,894,061</u>	<u>1,500,000</u>	<u>1,550,000</u>	<u>1,350,000</u>
<b><u>3600 OTHER REVENUE</u></b>				
3620 Investment Revenue	2,730	2,400	440	300
3631 Miscellaneous Revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Other Revenue	<u>2,730</u>	<u>2,400</u>	<u>440</u>	<u>300</u>
Prior Year Revenue	<u>-</u>	<u>439,981</u>	<u>295,814</u>	<u>217,872</u>
<b>TOTAL REVENUE</b>	<u><b>\$ 1,896,791</b></u>	<u><b>\$ 1,942,381</b></u>	<u><b>\$ 1,846,254</b></u>	<u><b>\$ 1,568,172</b></u>

**CITY OF DEER PARK  
2020-2021 ANNUAL BUDGET  
FIRE CONTROL, PREVENTION AND EMS DISTRICT EXPENDITURE SUMMARY**

DEPARTMENT	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROPOSED 20-21
<b><u>FIRE SERVICES</u></b>				
Personnel & Related	-	-	-	-
Services	96,374	121,710	125,300	117,900
Supplies	81,769	147,390	127,000	132,700
Repairs & Maintenance	38,466	88,500	82,500	92,000
Other Operating Expenditures	-	-	-	-
Capital Outlay	19,762	287,600	230,600	182,600
<b>Total Fire Services</b>	<b>236,371</b>	<b>645,200</b>	<b>565,400</b>	<b>526,200</b>
<b><u>EMERGENCY MEDICAL SERVICES</u></b>				
Personnel & Related	639,622	695,789	797,183	724,833
Services	68,948	122,930	109,930	115,430
Supplies	2,495	98,000	52,000	42,000
Repairs & Maintenance	32,802	17,000	17,000	17,000
Other Operating Expenditures	-	-	-	-
Capital Outlay	-	215,000	209,000	-
<b>Total Emergency Medical Services</b>	<b>743,867</b>	<b>1,148,719</b>	<b>1,185,113</b>	<b>899,263</b>
<b><u>FIRE MARSHAL</u></b>				
Personnel & Related	96,025	121,662	72,041	116,909
Services	13,387	21,000	19,400	21,000
Supplies	208	1,300	800	1,300
Repairs & Maintenance	1,564	4,500	3,500	4,500
Other Operating Expenditures	-	-	-	-
Capital Outlay	-	-	-	-
<b>Total Fire Marshal</b>	<b>111,184</b>	<b>148,462</b>	<b>95,741</b>	<b>143,709</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,109,142</b>	<b>\$ 1,942,381</b>	<b>\$ 1,846,254</b>	<b>\$ 1,568,172</b>



**CITY OF DEER PARK**  
**FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)**  
**2020-2021 ANNUAL BUDGET**

**EXPENDITURE SUMMARY**

**TOTAL FCPEMSD**

DESCRIPTION	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROPOSED 20-21
Personnel & Related	\$ 735,647	\$ 817,451	\$ 869,224	\$ 841,742
Services	178,709	265,640	254,630	254,330
Supplies	84,472	246,690	179,800	176,000
Repairs & Maintenance	72,832	110,000	103,000	113,500
Other Operating Expenditures	-	-	-	-
Capital Outlay	19,762	502,600	439,600	182,600
<b>Total Expenditures</b>	<b>\$ 1,109,142</b>	<b>\$ 1,194,381</b>	<b>\$ 1,846,254</b>	<b>\$ 1,156,817</b>

**CITY OF DEER PARK**  
**FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)**  
**2020-2021 ANNUAL BUDGET**

**TOTALFCPEMSD**

DESCRIPTION	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROPOSED 20-21
<b><u>4100 PERSONNEL &amp; RELATED</u></b>				
4101 Salaries - Full Time	\$ 414,033	\$ 477,403	\$ 468,860	\$ 468,460
4102 Salaries - Part Time	13,404	29,500	12,357	29,500
4104 Salaries - Overtime	125,304	86,000	175,737	136,000
4106 Social Security/Medicare	41,528	45,146	49,648	48,286
4107 TMRS	77,639	80,059	91,489	86,042
4108 Health & Life Insurance	55,271	59,844	65,626	62,172
4109 Workers Compensation	3,245	5,284	3,231	5,567
4114 Section 125 Admin Fee	7	-	41	-
4117 Health Savings Account	5,216	5,715	2,235	5,715
4197 Pension Expense	-	11,000	-	-
4198 OPEB Expense	-	17,500	-	-
Total Personnel & Related	<u>735,647</u>	<u>817,451</u>	<u>869,224</u>	<u>841,742</u>
<b><u>4200 SERVICES</u></b>				
4219 Mobile Technology	9,661	12,500	8,800	12,500
4239 Audit Fees	2,000	2,000	2,000	2,000
4250 Training and Travel	-	7,500	4,100	-
4252 Dues & Fees	501	2,810	2,800	2,800
4254 Inspections & Permits	26,735	56,600	54,000	59,320
4255 Community/Employee Affairs	5,056	15,830	15,830	15,830
4256 Santa Around Town	-	-	-	-
4279 Software - Other	27,732	38,900	44,100	32,960
4290 Contract Labor	<u>107,024</u>	<u>129,500</u>	<u>123,000</u>	<u>128,920</u>
Total Services	<u>178,709</u>	<u>265,640</u>	<u>254,630</u>	<u>254,330</u>
<b><u>4300 SUPPLIES</u></b>				
4301 Office Supplies	-	-	-	-
4303 Operational Supplies	865	36,300	36,300	38,700
4307 Postage	-	-	-	-
4308 Small Tools & Minor Equipment	15,948	128,390	61,500	55,300
4314 Protective Clothing	67,659	80,000	80,000	80,000
4346 Election Supplies	-	-	-	-
4348 Books	-	2,000	2,000	2,000
Total Supplies	<u>84,472</u>	<u>246,690</u>	<u>179,800</u>	<u>176,000</u>



**CITY OF DEER PARK**  
**FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)**  
**2020-2021 ANNUAL BUDGET**

**TOTAL FCPEMSD**

DESCRIPTION	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROPOSED 20-21
<b><u>4400 REPAIRS &amp; MAINTENANCE</u></b>				
4401 Vehicles	23,560	64,500	63,500	64,500
4402 Machinery & Equipment	30,712	10,500	9,500	10,500
4404 Buildings	4,729	8,000	3,000	8,000
4405 Radios	2,041	5,000	5,000	7,500
4413 Drill Field	9,192	15,000	15,000	15,000
4430 Furniture & Fixtures	<u>2,598</u>	<u>7,000</u>	<u>7,000</u>	<u>8,000</u>
Total Repairs & Maintenance	<u>72,832</u>	<u>110,000</u>	<u>103,000</u>	<u>113,500</u>
<b><u>4500 OTHER OPERATING EXP.</u></b>				
4510 Contingency	-	-	-	-
4511 Salary Contingency	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Other Operating Exp.	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b><u>4900 CAPITAL OUTLAY</u></b>				
4902 Buildings	-	-	-	-
4903 Improvements Other Than Bldgs.	-	-	-	-
4904 Machinery & Equipment	-	75,000	25,000	25,000
4906 Automobiles & Light Trucks	-	110,000	102,000	-
4907 Large Trucks/Heavy Rolling Stock	-	160,000	155,000	-
4908 Lease Purchase	19,762	157,600	157,600	157,600
4941 Consulting Engineer Fee	-	-	-	-
4942 Consulting Architect Fee	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Capital Outlay	<u>19,762</u>	<u>502,600</u>	<u>439,600</u>	<u>182,600</u>
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 1,091,422</u></b>	<b><u>\$ 1,942,381</u></b>	<b><u>\$ 1,846,254</u></b>	<b><u>\$ 1,568,172</u></b>

**CITY OF DEER PARK**  
***FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)***  
**2020-2021 ANNUAL BUDGET**

**EXPENDITURE SUMMARY**

**311 - FIRE SERVICES**

DESCRIPTION	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROPOSED 20-21
Services	\$ 96,374	\$ 121,710	\$ 125,300	\$ 117,900
Supplies	81,769	147,390	127,000	132,700
Repairs & Maintenance	38,466	88,500	82,500	92,000
Other Operating Expenditures	-	-	-	-
Capital Outlay	<u>19,762</u>	<u>287,600</u>	<u>230,600</u>	<u>182,600</u>
<b>Total Expenditures</b>	<b><u>\$ 236,371</u></b>	<b><u>\$ 645,200</u></b>	<b><u>\$ 565,400</u></b>	<b><u>\$ 525,200</u></b>

**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)**  
**2020-2021 ANNUAL BUDGET**

**311 - FIRE SERVICES**

DESCRIPTION	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROPOSED 20-21
<u><b>4200 SERVICES</b></u>				
42190 Mobile Technology	\$ 5,362	\$ 5,000	\$ 4,500	\$ 5,000
42390 Audit Fees	2,000	2,000	2,000	2,000
42520 Dues & Fees	8	110	100	100
42540 Inspections & Permits	26,735	27,600	25,000	27,600
42550 Community & Employee Awards	-	-	-	-
42560 Santa Around Town	-	-	-	-
42790 Software - Other	-	12,000	18,700	7,200
42900 Contract Labor	<u>62,269</u>	<u>75,000</u>	<u>75,000</u>	<u>76,000</u>
Total Services	<u>96,374</u>	<u>121,710</u>	<u>125,300</u>	<u>117,900</u>
<u><b>4300 SUPPLIES</b></u>				
43010 Office Supplies	-	-	-	-
43030 Operational Supplies	-	10,000	10,000	12,400
43070 Postage	-	-	-	-
43080 Small Tools & Minor Equipment	14,110	55,390	35,000	38,300
43140 Protective Clothing	67,659	80,000	80,000	80,000
43460 Election Supplies	-	-	-	-
43480 Books	<u>-</u>	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>
Total Supplies	<u>81,769</u>	<u>147,390</u>	<u>127,000</u>	<u>132,700</u>
<u><b>4400 REPAIRS &amp; MAINTENANCE</b></u>				
44010 Vehicles	17,622	46,000	45,000	46,000
44020 Machinery & Equipment	2,284	7,500	7,500	7,500
44040 Buildings	4,729	8,000	3,000	8,000
44050 Radios	2,041	5,000	5,000	7,500
44130 Drill Field	9,192	15,000	15,000	15,000
44300 Furniture & Fixtures	<u>2,598</u>	<u>7,000</u>	<u>7,000</u>	<u>8,000</u>
Total Repairs & Maintenance	<u>38,466</u>	<u>88,500</u>	<u>82,500</u>	<u>92,000</u>
<u><b>4500 OTHER OPERATING EXP.</b></u>				
45100 Contingency	-	-	-	-
45110 Salary Contingency	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Other Operating Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

CITY OF DEER PARK  
***FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)***  
 2020-2021 ANNUAL BUDGET

**311 - FIRE SERVICES**

DESCRIPTION	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROPOSED 20-21
<u>4900 CAPITAL OUTLAY</u>				
49030 Improvements Other Than Bldgs.	-	-	-	-
49040 Machinery & Equipment	-	75,000	25,000	25,000
49060 Automobiles & Light Trucks	-	55,000	48,000	-
49070 Truck & Heavy Rolling Stock	-	-	-	-
49080 Lease Purchase	19,762	157,600	157,600	157,600
49410 Consulting Engineer Fee	-	-	-	-
Total Capital Outlay	<u>19,762</u>	<u>287,600</u>	<u>230,600</u>	<u>182,600</u>
 TOTAL EXPENDITURES	 <u>\$ 236,371</u>	 <u>\$ 645,200</u>	 <u>\$ 565,400</u>	 <u>\$ 525,200</u>

**CITY OF DEER PARK**  
***FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)***  
**2020-2021 ANNUAL BUDGET**

**EXPENDITURE SUMMARY**

**312- EMERGENCY MEDICAL SERVICES**

DESCRIPTION	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROPOSED 20-21
Personnel & Related	\$ 639,622	\$ 695,789	\$ 797,183	\$ 724,833
Services	68,948	122,930	109,930	115,430
Supplies	2,495	98,000	52,000	42,000
Repairs & Maintenance	32,802	17,000	17,000	17,000
Other Operating Expenditures	-	-	-	-
Capital Outlay	-	215,000	209,000	-
<b>Total Expenditures</b>	<b>\$ 743,867</b>	<b>\$ 1,148,719</b>	<b>\$ 1,185,113</b>	<b>\$ 899,263</b>

**PERSONNEL SCHEDULE**

Assistant Chief EMS	1	1	1	1
EMS Captain	1	1	1	1
Paramedics	6	6	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)**  
 2020-2021 ANNUAL BUDGET

**312 -EMERGENCY MEDICAL SERVICES**

DESCRIPTION	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROPOSED 20-21
<u>4100 PERSONNEL &amp; RELATED</u>				
41010 Salaries - Full Time	\$ 348,326	\$ 408,146	\$ 416,635	\$ 400,363
41020 Salaries - Part Time	5,361	12,000	12,000	12,000
41040 Salaries - Overtime	125,257	80,000	173,737	130,000
41060 Social Security/Medicare	35,911	38,094	45,426	41,322
41070 TMRS	68,204	69,394	83,849	75,528
41080 Health & Life Insurance	49,223	53,640	61,026	55,728
41090 Workers Compensation	2,761	4,445	2,719	4,822
41140 Section 125AdmIn Fee	7	-	41	-
41170 Health Savings Account	4,572	5,070	1,750	5,070
41970 Pension Expense	-	10,000	-	-
41980 OPEB Expense	-	15,000	-	-
Total Personnel & Related	<u>639,622</u>	<u>695,789</u>	<u>797,183</u>	<u>724,833</u>
<u>4200 SERVICES</u>				
42190 Mobile Technology	2,243	5,500	2,300	5,500
42500 Training and Travel	-	7,500	4,100	-
42520 Dues & Fees	493	2,700	2,700	2,700
42540 Inspections & Permits	-	29,000	29,000	31,720
42550 Community/Employee Affairs	3,725	6,830	6,830	6,830
42790 Software - Other	17,732	19,400	19,000	18,260
42900 Contract Labor	<u>44,755</u>	<u>52,000</u>	<u>46,000</u>	<u>50,420</u>
Total Services	<u>68,948</u>	<u>122,930</u>	<u>109,930</u>	<u>115,430</u>
<u>4300 SUPPLIES</u>				
43010 Office Supplies	-	-	-	-
43030 Operational Supplies	865	26,000	26,000	26,000
43080 Small Tools & Minor Equipment	1,630	72,000	26,000	16,000
43480 Books	-	-	-	-
Total Supplies	<u>2,495</u>	<u>98,000</u>	<u>52,000</u>	<u>42,000</u>
<u>4400 REPAIRS &amp; MAINTENANCE</u>				
44010 Vehicles	4,374	16,000	16,000	16,000
44020 Machinery & Equipment	<u>28,428</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>
Total Repairs & Maintenance	<u>32,802</u>	<u>17,000</u>	<u>17,000</u>	<u>17,000</u>

CITY OF DEER PARK  
**FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)**  
**2020-2021 ANNUAL BUDGET**

**312 - EMERGENCY MEDICAL SERVICES**

DESCRIPTION	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROPOSED 20-21
<u>4500 OTHER OPERATING EXP.</u>				
45110 Salary Contingency	-	-	-	-
<b>Total Other Operating Exp.</b>	-	-	-	-
<u>4900 CAPITAL OUTLAY</u>				
49020 Buildings	-	-	-	-
49040 Machinery & Equipment	-	-	-	-
49060 Automobiles & Ugh! Trucks	-	55,000	54,000	-
49070 Truck & Heavy Rolling Stock	-	160,000	155,000	-
49410 Consulting Engineer Fee	-	-	-	-
49420 Consulting Architect Fee	-	-	-	-
<b>Total Capital Outlay</b>	-	215,000	209,000	-
 TOTAL EXPENDITURES	 \$ 743,867	 \$ 1,148,719	 \$ 1,185,113	 \$ 899,263

**CITY OF DEER PARK**  
***FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)***  
**2020-2021 ANNUAL BUDGET**

**EXPENDITURE SUMMARY**

**313 - FIRE MARSHAL**

DESCRIPTION	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROPOSED 20-21
Personnel & Related	\$ 96,025	\$ 121,662	\$ 72,041	\$ 116,909
Services	13,387	21,000	19,400	21,000
Supplies	208	1,300	800	1,300
Repairs & Maintenance	1,564	4,500	3,500	4,500
Other Operating Expenditures	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenditures	<u>\$ 111,184</u>	<u>\$ 148,462</u>	<u>\$ 95,741</u>	<u>\$ 143,709</u>

PERSONNEL SCHEDULE

Fire Marshal Inspector	1	1	1	1
Part-Time Fire Marshal Inspector	1	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)***  
**2020-2021 ANNUAL BUDGET**

**313 - FIRE MARSHAL**

DESCRIPTION	ACTUAL 18-19	BUDGET 19-20	ESTIMATED 19-20	PROPOSED 20-21
<b><u>4100 PERSONNEL &amp; RELATED</u></b>				
41010 Salaries - Full Time	\$ 65,707	\$ 69,257	\$ 52,225	\$ 68,097
41020 Salaries - Part Time	8,043	17,500	357	17,500
41040 Salaries - Overtime	47	6,000	2,000	6,000
41060 Social Security/Medicare	5,617	7,052	4,222	6,964
41070 TMRS	9,435	10,665	7,640	10,514
41080 Health & Life Insurance	6,048	6,204	4,600	6,444
41090 Workers Compensation	484	839	512	745
41140 Section 125 Admin Fee	-	-	-	-
41170 Health Savings Account	644	645	485	645
41970 Pension Expense	-	1,000	-	-
41980 OPEB Expense	-	2,500	-	-
Total Personnel & Related	<u>96,025</u>	<u>121,662</u>	<u>72,041</u>	<u>116,909</u>
<b><u>4200 SERVICES</u></b>				
42190 Mobile Technology	2,056	2,000	2,000	2,000
42550 Community/Employee Affairs	1,331	9,000	9,000	9,000
42790 Software - Other	10,000	7,500	6,400	7,500
42900 Contract Labor	-	2,500	2,000	2,500
Total Services	<u>13,387</u>	<u>21,000</u>	<u>19,400</u>	<u>21,000</u>
<b><u>4300 SUPPLIES</u></b>				
43030 Operational Supplies	-	300	300	300
43080 Small Tools & Minor Equipment	<u>208</u>	<u>1,000</u>	<u>500</u>	<u>1,000</u>
Total Supplies	<u>208</u>	<u>1,300</u>	<u>800</u>	<u>1,300</u>
<b><u>4400 REPAIRS &amp; MAINTENANCE</u></b>				
4401 O Vehicles	1,564	2,500	2,500	2,500
44020 Machinery & Equipment	-	2,000	1,000	2,000
44040 Buildings	-	-	-	-
Total Repairs & Maintenance	<u>1,564</u>	<u>4,500</u>	<u>3,500</u>	<u>4,500</u>
<b>TOTAL EXPENDITURES</b>	<u>\$ 111,184</u>	<u>\$ 148,462</u>	<u>\$ 95,141</u>	<u>\$ 143,109</u>



**CITY OF DEER PARK  
2020 - 2021 FIRE CONTROL DISTRICT BUDGET**

		311- FIRE SERVICES	
<b>420005</b>	<b>SERVICES</b>		
42190	Mobile Technology	\$	5,000
	Air cards for IPads	5,000	
42390	Audit Fees		2,000
	Annual Audit	2,000	
42520	Dues and Fees		100
	Registration renewal for vehicles; banking fees	100	
42540	Inspections and Permits		27,600
	Breathing Air - quarterly inspections	5,000	
	SCBA - annual inspection	2,500	
	Jaws and Hydraulic Tools - annual Inspection	1,500	
	Hoses, pumps, ladders - annual Inspection	11,000	
	Generators - annual Inspection and load test	5,000	
	Ice machines - annual Inspection	2,600	
42790	Software - Other		7,200
	ESO Fire Incident Reporting Modules (cost share)	6,000	
	Civic Plus Website hosting for VFO	1,200	
42900	Contract Labor		76,000
	VFD Quarterly Stipends	70,000	
	Maintenance and Janitorial services at Drill Field	6,000	
	<b>TOTAL SERVICES</b>		<b>117,900</b>
<b>43000s</b>	<b>SUPPLIES</b>		
43030	Operational Supplies		12,400
	Traffic cones, micro blaze, gloves, etc.	12,400	
43080	Small Tools & Minor Equipment		38,300
	Replace or purchase small tools, accessories, etc.	26,300	
	30-minute carbon cylinder replacement program	12,000	
43140	Protective Clothing		80,000
	Bunker gear, gloves, helmets, boot and hoods	80,000	
43480	Books		2,000
	SFFMA Academy Books	2,000	
	<b>TOTAL SUPPLIES</b>		<b>132,700</b>
<b>44000s</b>	<b>REPAIRS &amp; MAINTENANCE</b>		
44010	Vehicles		46,000
	Repair and maintenance of autos and light trucks	33,000	
	Annual preventative maintenance & inspections	13,000	
44020	Machinery & Equipment		7,500
	Ice machine repair - total of five (5) machines	2,000	
	Generator repair	4,000	
	Compressor repair	1,500	
44040	Building		8,000
	Miscellaneous repairs and maintenance	8,000	
44050	Radios		7,500
	Repair of radios & communication equipment	7,500	
44130	Drill Field		15,000
	Consumables, i.e., hay, propane, etc.	4,000	
	Services-towing vehicle(s) to drill field	2,000	
	Prop Maintenance	2,000	
	Heat tiles, mannequins, etc.	2,000	
	LPG Fuel	5,000	
44300	Furniture & Fixtures		8,000
	Replace furniture at 3 stations, as needed	8,000	
	<b>TOTAL REPAIRS &amp; MAINTENANCE</b>		<b>92,000</b>
<b>490005</b>	<b>CAPITAL OUTLAY</b>		
49040	Machinery and Equipment		25,000
	Extractor/dryer set for one fire station	25,000	
49080	Lease Purchase		157,600
	Lease purchase financing for new Ladder Truck	157,600	
	<b>TOTAL CAPITAL OUTLAY</b>		<b>182,600</b>
	<b>TOTAL BUDGETED EXPENDITURES</b>	<b>\$</b>	<b>525,200</b>

**CITY OF DEER PARK  
2020 - 2021 FIRE CONTROL DISTRICT BUDGET**

**312 - EMERGENCY MEDICAL SERVICES**

<b>41000s</b>	<b>PERSONNEL &amp; RELATED</b>		
41010	Salaries - Full time	\$	400,363
41020	Salaries - Part Time		12,000
41040	Overtime		130,000
	Various Benefits (Total)		182,470
	<b>TOTAL PERSONNEL</b>		<b>724,833</b>
<b>420005</b>	<b>SERVICES</b>		
42190	Mobile Technology		5,500
	Air cards for ambulance and duty vehicles	2,500	
	Data plan for modems	3,000	
42520	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	
	Continuing Ed State Renewal for In-house training	75	
	Vehicle Registrations	65	
42540	Inspections and Permits		31,720
	Annual PM Inspections of stretchers	9,000	
	Quarterly Inspection of AED, LP15, Lucase Devices	20,970	
	Generator PM and load test	500	
	Annual fire suppression inspection	1,250	
42550	Community Awards		6,830
	EMS Week - appreciation lunches, etc.	500	
	EMS Day - food, activities and promo items	3,500	
	Telecommunication Week- lunches, etc.	400	
	EMS Recruitment items (festivals, events, etc.)	2,430	
42790	Software - Other		18,260
	Pediatric Emergency Standards	1,100	
	ESO Solutions - report writing software	5,000	
	ESO Solutions - CAD Import	2,000	
	ESO Solutions - HOE (Health Data Exchange)	1,000	
	Gateway EDI/Trizetto ACH	1,700	
	EMS Technology/Operative IQ (Inventory)	2,160	
	When To Work Scheduling Software	500	
	Sunguard Freedom One Solution-mobile app (1)	100	
	Target Solutions recordkeeping (cost share)	4,700	
42900	Contract Labor		50,420
	Volunteer Stipends (\$8,500 / quarter)	34,000	
	ASSP Coordinator Fee	16,000	
	Annual fire alarm monitoring	420	
	<b>TOTAL SERVICES</b>		<b>115,430</b>
<b>430005</b>	<b>SUPPLIES</b>		
43030	Operational Supplies		26,000
	EMS medical supplies, medications, etc.	15,000	
	Disposable PPE, Spider Straps, etc.	500	
	Warehouse supplies (gloves, deaning. etc.)	1,500	
	cvano-kits cyanide exposure treatment kits	3,500	
	Miscellaneous	5,500	
43080	Small Tools & Minor Equipment		16,000
	Replacement gear bags	4,000	
	Rescue tool replacement	4,000	
	Replacement or new vehicle tools & equipment	5,000	
	Miscellaneous replacement supplies/equipment	3,000	
	<b>TOTAL SUPPLIES</b>		<b>42,000</b>
<b>440005</b>	<b>REPAIRS &amp; MAINTENANCE</b>		
44010	Vehicles		16,000
	Tires	6,000	
	Preventative Maintenance	5,000	
	Miscellaneous unforeseen maintenance	5,000	
44020	Machinery & Equipment		1,000
	AED, LPI and Lucas repairs	500	
	Stretcher repairs	500	
	<b>TOTAL REPAIRS &amp; MAINTENANCE</b>		<b>17,000</b>
	<b>TOTAL BUDGETED EICPENDITURES</b>	<b>\$</b>	<b>899,263</b>

**CITY OF DEER PARK  
2020 - 2021 FIRE CONTROL DISTRICT BUDGET**

			313- FIRE MARSHAL
<b>410005</b>	<b>PERSONNEL &amp; RELATED</b>		
41010	Salaries - Full Time		\$ 68,097
41020	Salaries - Part Time		17,500
41040	Overtime		6,000
	Various Benefits (Total)		25,312
	<b>TOTAL PERSONNEL</b>		<b>116,909</b>
<b>420005</b>	<b>SERVICES</b>		
42190	Mobile Technology		2,000
	Air cards used for iPads (for FMO Inspections )	2,000	
42550	Community Awards		9,000
	Fire prevention and community awareness materials I	5,000	
	Challenge coins	1,000	
	Fire prevention parade Incidentals	3,000	
42790	Software - Other		7,500
	ESO Fire/Property/Inspection Module	3,000	
	E.50 FH (Previous Version-Old Database)	2,500	
	Miscellaneous	2,000	
42900	Contract Labor		2,500
	Manpower to cover Spark during PR events	2,500	
	<b>TOTAL SERVICES</b>		<b>21,000</b>
<b>43000s</b>	<b>SUPPLIES</b>		
43030	Operational Supplies		300
	Miscellaneous operational supplies	300	
43080	Small Tools & Minor Equipment		1,000
	Miscellaneous tools and equipment	1,000	
	<b>TOTAL SUPPLIES</b>		<b>1,300</b>
<b>44000,</b>	<b>REPAIRS &amp; MAINTENANCE</b>		
44010	Vehicles		2,500
	Repairs and maintenance, as needed	2,500	
44020	Machinery & Equipment		2,000
	Fire prevention education & investigation trailer	2,000	
	<b>TOTAL REPAIRS &amp; MAINTENANCE</b>		<b>4,500</b>
	<b>TOTAL BUDGETED EXPENDITURES</b>		<b>\$ 143,709</b>



## Legislation Details (With Text)

**File #:** AGR 20-040    **Version:** 1    **Name:**  
**Type:** Agreement    **Status:** Agenda Ready  
**File created:** 10/14/2020    **In control:** City Council  
**On agenda:** 10/20/2020    **Final action:**  
**Title:** Consideration of and action on entering into a Memorandum of Understanding with Airobotics.  
**Sponsors:** City Manager's Office  
**Indexes:**  
**Code sections:**  
**Attachments:** [Deer Park 1 SQM area](#)  
[MOU - Airobotics and CoDP \(002\)](#)

Date	Ver.	Action By	Action	Result
10/20/2020	1	City Council		

Consideration of and action on entering into a Memorandum of Understanding with Airobotics.

### Summary:

Earlier this year, the company Airobotics opened an office to serve the greater Houston area and Mr. Tim Culp, formerly of the Deer Park Chamber of Commerce, began working for them in the position of Vice President of Community Relations. Airobotics is a commercial drone company which offers many applications including inspections, surveying, mapping, etc. They have an interest in developing municipal applications and recently approached the City about conducting trial services for us at no cost. These services would include flying drones over a one square mile portion of northeast Deer Park to make the following assessments:

- Pre-incident assessments of roadways, foliage, drainage systems allows for plans to be developed about vulnerable areas and threats
- Pavement Condition Index - fly roadways and observe concrete pavement for assessment and grading
- Drainage ditch assessment / inventory - drainage ditch conditional assessment pre-/post-disaster for future FEMA / insurance funding requests
- Building assessment - building conditional assessment pre-/post-disaster for future FEMA / insurance funding requests
- Water leak detection - infrared scan of large diameter / older water pipelines for leak observation. Perform this flight after a period without rain.

A copy of the proposed study area is included with this packet. Of note, it does not involve flying over any residential subdivisions within Deer Park. The areas to be studied include industrial/commercial areas and city facilities. While there is no fee for their services, Airobotics has asked the City to sign the attached Memorandum of Understanding. This document has been reviewed and approved by City Attorney Fox. On Tuesday evening, Mr. Culp and other officials with Airobotics will be present to discuss their company, their proposed work, and the Memorandum of Understanding.

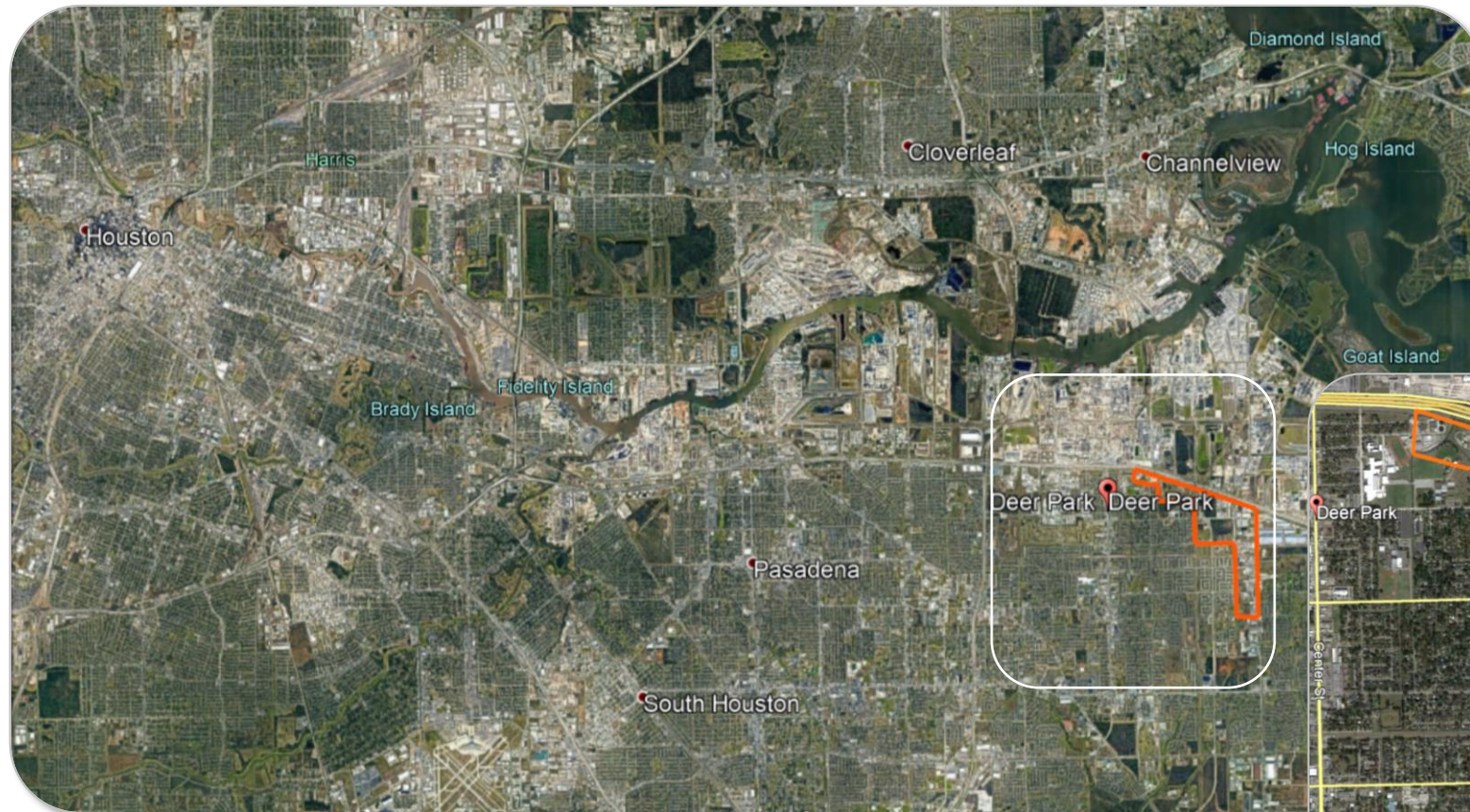
Fiscal/Budgetary Impact:

No cost to the City.

Approval is recommended.



# THE CITY OF DEER PARK



**Aera of Interest**  
1 square mile





# AREA ASSETS

## Public Facilities

- Water Treatment Plants
- Fire Department
- Soccer Field

## Private Facilities

- Light Industrial
- Commercial
- Construction Sites

## Utilities

- High/Low Voltage Power Lines
- Gas Pipelines and Substations
- Drainage
- Water Pipelines
- Telecommunication Cellular/RF

## Transportation

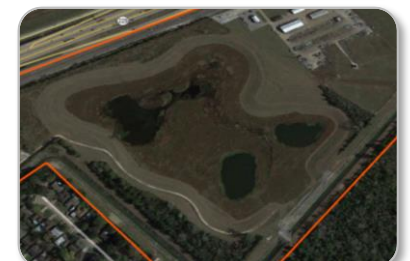
- Train
- Highway
- City Roads





# ASSETS & APPLICATIONS

Assets and Facilities		Potential Application	Specifications		Stakeholders	
Power Lines and Utilities	1.	Power utilities inspections	1. 2. 3.	Mapping & 3D modeling E.O / Thermal video and pics Lidar and geo measurements	1. 2.	City of Deer Park Power Company
Telecommunication Utilities	1.	Telecommunication utilities inspections	1. 2. 3.	Mapping & 3D modeling Video and pics Lidar and geo measurements	1.	Providers
Highway and Roads	1. 2. 3. 4. 5. 6.	Bridge inspection Transportation utilities inspections Accident/Incident investigation First responder fire First responder medic First responder police	1. 2. 3.	Mapping & 3D modeling Video and pics Lidar and geo measurements	1. 2. 3.	City of Deer Park City Of Houston Harris County Sheriff
Gas and Water Utilities	1. 2.	Water utilities inspections Gas utilities inspections	1. 2.	Video and pics Lidar and geo measurements	1. 2.	City of Deer Park Providers
Rail Lines	1.	Railway lines inspection	1. 2. 3.	Mapping & 3D modeling Video and pics Lidar and geo measurements	1. 2. 3.	City of Deer Park City Of Houston Port Terminal Railroad
Sewage Treatment	1.	Sewage utilities inspections	1. 2.	Video and pics Lidar and geo measurements	1. 2.	City of Deer Park Providers
Drainage Construction	1. 2. 3.	Construction compliance to design progress monitoring Drainage & storm water survey	1. 2. 3.	Mapping & 3D modeling Video and pics Lidar and geo measurements	1. 2.	City of Deer Park Contractor
Light Industry	1.	Tax and building enforcement	1. 2.	Video and pics Lidar and geo measurements	1. 2.	City of Deer Park Owners
Commercial Compounds	1. 2. 3.	Landscaping and future construction simulations Insurance claims/U.W Flood mapping	1. 2. 3.	Mapping & 3D modeling E.O / Thermal video and pics Lidar and geo measurements	1. 2. 3.	City of Deer Park Insurance providers Emergency Services





## **Memorandum of Understanding between City of Deer Park and Airobotics**

This Memorandum of Understanding ("MOU") is entered into this 20th day of October, 2020 by and between Airobotics and City of Deer Park ("CoDP") for the purposes specified in section 1 below. Airobotics and CoDP may be individually referred to as a "Party" and collectively as the "Parties."

### **Section 1. Objective**

The Parties are entering into this MOU for the purpose of collecting data and/or images inside the city limits of Deer Park, Texas (which is under the responsibility and management of CoDP) as agreed by both Parties, utilizing Airobotics' proprietary system. This collection is for, but not limited to, Pre-incident assessment, pavement conditions index, drainage ditch assessment/inventory, building assessment, and water leak detection. Airobotics has developed an end to end proprietary solution, inter alia, for the collection of aerial data and images to be used by municipalities in a multitude of applications. (See appendix A for area of operation)

It is the intention of the Parties that the participation in this MOU will be mutually beneficial and will be conducted for the benefit of both parties.

### **Section 2. Duration and Amendments**

This MOU shall take effect upon signing by the Parties and shall remain in effect until either a formal agreement is formed or this MOU is terminated. Neither Party may assign or transfer all or any portion of this MOU without the prior written consent of the other Party, except that either Party may assign this MOU without the other Party's consent in connection with a merger, reorganization, consolidation, change of control, or sale of all or substantially all of its assets. The MOU may be terminated by either party subject to the provisions of Section 6 below.

The provisions of this MOU may only be amended by mutual written agreement by the Parties.

### **Section 3. Duration and Timeline**

- September 24, 2020: Meeting with both parties to discuss content of MOU
- September 30, 2020: Airobotics to present MOU.
- October 20, 2020: Present MOU to Deer Park City Council for approval
- October 13-31, 2020: Airobotics will notify business owners in the area of operation
- October 20-31, 2020: Airobotics conducts flights to collect data for POC.

This timeline is preliminary with the goal of completing all aerial operation by the end of October.



#### **Section 4 - Intellectual Property**

The Parties agree all intellectual property subject to this MOU and any Formal Agreement executed by the Parties will be addressed as follows.

Each Party owns and retains all right, title and interest, worldwide, in any and all of its Intellectual Property (namely, copyrights, patents, know-how, inventions, industrial designs, trademarks, trade names, market data and analysis and trade dress) owned by such Party prior or independently from the MOU. Any and all right, title and interest, worldwide in any and all of its Intellectual Property (namely, copyrights, patents, know-how, inventions, industrial designs, trademarks, trade names, market data and analysis and trade dress) resulting from the provisions of the Services by Airobotics hereunder shall vest solely in Airobotics.

#### **Section 5 - Confidentiality**

The existence of this MOU between the Parties is not confidential. The details of the agreement is confidential and is not to be disclosed unless required by law and only to the minimum extent required by law. All disclosures related to the set up and operation of this MOU need the approval of the other Party.

#### **Section 6 – Termination of Formal Agreement**

This MOU may be superseded by a formal and more legally comprehensive agreement or other formal agreement (a “Formal Agreement”). Under this MOU the Parties agree that either party has a right to terminate the agreement for cause or convenience by providing a minimum of 60 day notice in writing to the other party.

The Parties have caused this MOU to be executed by its duly authorized representatives, as evidence by their signatures below

**CITY OF DEER PARK**

**AIROBOTICS**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## Legislation Details (With Text)

**File #:** ORD 20-074    **Version:** 2    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 10/14/2020    **In control:** City Council  
**On agenda:** 10/20/2020    **Final action:**  
**Title:** Consideration of and action on an ordinance establishing a “No Parking Zone” along portions of Academy Street.  
**Sponsors:** City Council, Police, Public Works  
**Indexes:**  
**Code sections:**  
**Attachments:** [Academy No Parking Area](#)  
[Amend 66-180-Parking Regulations-Academy and College Park-09-2020 \(004\) JS](#)

Date	Ver.	Action By	Action	Result
10/20/2020	2	City Council		

Consideration of and action on an ordinance establishing a “No Parking Zone” along portions of Academy Street.

### Summary:

Earlier this year, Mr. Terry Miles who resides at 717 Academy addressed Council regarding parking issues along his street. Academy makes a 90 degree turn in the 700 block, and making for a dangerous traffic situation when cars are parked on the street. Over the past few months, this matter has been assessed by the Police Department and Public Works Department. They recommend the City prohibit on-street parking between 706 Academy and 718 Academy on the eastern and southern portion of the street. Only Mr. Miles’ house would be directly impacted with these new parking restrictions, and he is supportive of this change. Attached please find a copy of an ordinance prepared by City Attorney Jim Fox which authorizes this new “No Parking” area. Also attached is a photo displaying the portion of Academy to be impacted with this change.

### Fiscal/Budgetary Impact:

Minimal costs associated with creating new No Parking signs

Approval is recommended.



PROJECT NO.:  
3903-20



● No Parking Signs

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

**AN ORDINANCE AMENDING SECTION 66-180 SCHEDULE I OF THE CODE OF ORDINANCES OF THE CITY OF DEER PARK, TEXAS, PROVIDING ADDITIONAL TRAFFIC REGULATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY.**

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

1. The City Council of the City of Deer Park, Texas hereby finds again and now as set forth in Section 66-180 of the Code of Ordinances of said City, adopted September 15, 2015.

2. That there be added to the end of Section 66-180 Schedule I, of the Code of Ordinances of the City of Deer Park the following location for official traffic control devices bearing the words "No Parking":

Commencing at the intersection of the centerline of College Park Avenue and the easterly projection of the south right-of-way line of Academy Drive:

Thence in a westerly direction along and coincident with the south right-of-way line of Academy Drive, a distance of 667.00 feet, to a "No Parking" sign, marking the beginning of a "No Parking Zone", and the beginning of a curve to the left;

THENCE, along and coincident with said curve to the left, and the southerly and easterly right-of-way line of Academy Drive, an arc distance of 147.50 feet, to a "No Parking" sign and the end of said "No Parking Zone".

3. This Ordinance applies only to offenses committed on or after its effective date, and an action for an offense committed before this Ordinance's effective date is governed by the Ordinance existing before the effective date, which Ordinance is to be continued in effect for this purpose as if this Ordinance was not in force.

4. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

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



In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the \_\_\_\_ day of \_\_\_\_\_, 2020 **by a vote of** \_\_\_\_\_ **“Ayes” and** \_\_\_\_\_ **“Noes”.**

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

**ATTEST:**

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

**APPROVED:**

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



## Legislation Details (With Text)

**File #:** ORD 20-073    **Version:** 1    **Name:**

**Type:** Ordinance    **Status:** Agenda Ready

**File created:** 10/9/2020    **In control:** City Council

**On agenda:** 10/20/2020    **Final action:**

**Title:** Consideration of and action on an ordinance amending Appendix B of the Code of Ordinances for water and sewer deposits.

**Sponsors:** Finance

**Indexes:**

**Code sections:**

**Attachments:** [Ord - Chg Code of Ord and Fee Sch W.S Deposits](#)

Date	Ver.	Action By	Action	Result
10/20/2020	1	City Council		

Consideration of and action on an ordinance amending Appendix B of the Code of Ordinances for water and sewer deposits.

### Summary:

The City has recently evaluated the fee schedule related to water and sewer deposits. There were inconsistencies in the deposit requirements for residential customers, multifamily residential customers (e.g., apartments), and commercial customers. It was apparent that some of these deposit amounts had not been reviewed or updated for many years. In an effort to update the deposit requirements to protect the City and to apply a consistent standard, the following changes to the fee schedule are being proposed:

Section 106-24(a)(1)

Water and sewer deposits for residential customers                      \$125.00

Additional deposit for delinquent customer                                      \$25.00

Section 106-24(b)(2)

Water and sewer deposits for multifamily residential                      \$125.00  
customers, per residential unit

Based on usage, additional fees may be assessed by  
utility manager

Section 106-24(c)

Water and sewer deposits for commercial customers                      \$125.00

Based on usage, additional fees may be assessed by  
utility manager

**Fiscal/Budgetary Impact:**

Increase in water and sewer deposits.

Approval of the ordinance amending Appendix B of the Code of Ordinances for water and sewer deposits.

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

**AN ORDINANCE AMENDING SECTION 106-24(b) WATER AND SEWER DEPOSITS  
AND ADDING A NEW FEE SCHEDULE FOR APPENDIX B 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 106-24(b) – Water and Sewer Deposits should be amended as follows:

**Section 106-24 – Water and Sewer Deposits**

- (b) Residential, multifamily, mobile home parks. Water and sewer deposits for multifamily residential customers shall be as follows;
- (1) Duplex units shall pay the same rates per residential unit as prescribed in subsection (a) of this section for single-family.
  - (2) Mobile home parks, triplex, fourplex and all apartments shall pay a deposit as provided in the fee schedule in appendix B to this Code per residential unit; however, the deposit may be increased if the utility manager determines that an establishment's usage requires an additional amount of deposit.

**II.**

That the following fee schedule shall replace the current fee schedule in Appendix B:

**Section 106-24(a)(1)**

Water and sewer deposits for residential customers	\$125.00
Additional deposit for delinquent customers	\$25.00

**Section 106-24(b)(2)**

Water and sewer deposits for multifamily residential customers per residential unit based on usage; additional deposit may be assessed by utility manager	\$125.00
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**Section 106-24(c)**

Water and sewer deposits for commercial customers based on usage; additional deposit may be assessed by utility manager	\$125.00
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**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.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the \_\_\_\_ day of \_\_\_\_\_, 2020 **by a vote of** \_\_\_\_\_ **“Ayes” and** \_\_\_\_\_ **“Noes”**.

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

**ATTEST:**

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

**APPROVED:**

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