

CITY OF DEER PARK

CCPD 1-147

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

MINUTES

OF

THE REGULAR MEETING OF THE DEER PARK CRIME CONTROL AND PREVENTION DISTRICT BOARD OF DIRECTORS HELD AT CITY HALL COUNCIL CHAMBERS, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS, ON JULY 09, 2018 BEGINNING AT 5:15 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

CRAIG O'SULLIVAN	PRESIDENT
GEORGE PINDER	MEMBER
DIANNA TAYLOR	MEMBER
BOB HOTTEN	MEMBER
SMOKEY MATHER	MEMBER
SHANNON BENNETT	SECRETARY
DONNA TODD	TREASURER

1. MEETING CALLED TO ORDER – President Craig O'Sullivan called the meeting to order at 5:15 p.m.
2. APPROVAL OF MINUTES OF REGULAR MEETING OF APRIL 16, 2018 – Motion was made by Dianna Taylor and seconded by Bob Hotten to approve the minutes of the regular meeting on April 16, 2018. Motion carried unanimously.
3. APPROVAL OF MINUTES OF REGULAR MEETING ON MAY 14, 2018– Motion was made by Dianna Taylor and seconded by George Pinder to approve the minutes of the regular meeting on May 14, 2018. Motion carried unanimously.
4. APPROVAL OF MINUTES OF PUBLIC HEARING ON JUNE 11, 2018– Motion was made by Dianna Taylor and seconded by Bob Hotten to approve the minutes of the public hearing meeting on June 11, 2018. Motion carried unanimously.
5. CONSIDERATION OF AND ACTION ON APPROVING THE FY 2018-19 DEER PARK CRIME CONTROL AND PREVENTION DISTRICT BUDGET AND SUBMISSION TO CITY COUNCIL – Finance Director, Donna Todd, gave an overview of some minor changes to the budget. There was an additional \$12,941 for the OSSI Consortium fees. An additional \$30,000 has been included in the proposed budget for these maintenance services for the berms and grounds of the new firing range. An estimated adjustment for the District is \$14,396 due to a compensation study, which includes the recommendation for a 1.8 percent across-the-board salary adjustment for ongoing competitiveness based on "cost of labor" rather than "cost of living." Employees of the District are paid on the same pay scale as the City, so this increase would affect the District. (Exhibit A1- A8)

Captain Wade Conner commented, "I would like to explain the fees that were added on. Frank Hart and I have gone out there and cleaned the place up a bit. It is going to require continual maintenance. The berms are going to have to be handled by hand until they are rebuilt. IKLO has been paid off and are no longer in contract with us. We are trying to get it up and running and hoping to have a ribbon cutting very soon. That is the explanation for the \$30,000 maintenance addition."

Ms. Dianna Taylor asked, "Have we already found a contractor for the maintenance?"

Mr. Conner responded, "We have for the berms. He will probably be the contractor for the whole project."

Motion was made by Bob Hotten and seconded by George Pinder to approve the FY 2018-19 CCPD Budget and submission to City Council.

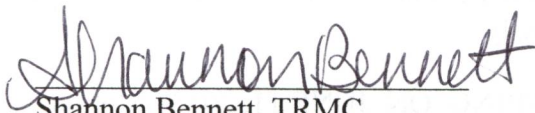
6. PRESENTATION OF THE QUARTERLY FINANCIAL REPORT FOR THE FY 2017-2018 THIRD QUARTER ENDED JUNE 30, 2018 – Treasurer Donna Todd presented the Financial Report and highlighted the statement of revenues and expenditures. (Exhibit B1-B2)

Motion was made by George Pinder and seconded by Bob Hotten to accept the Financial Report as presented. Motion carried unanimously.

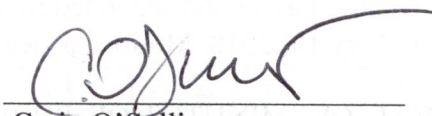
7. CONSIDERATION OF AND ACTION ON THE ELECTION OF VICE-PRESIDENT OF THE CRIME CONTROL AND PREVENTION (CCPD) BOARD OF DIRECTORS – Motion was made by Bob Hotten and seconded by Dianna Taylor to nominate George Pinder as Vice-President of the Crime Control and Prevention Board of Directors.

8. ADJOURN – President Craig O'Sullivan adjourned the meeting at 5:25 p.m.

ATTEST:


Shannon Bennett, TRMC
Board Secretary

APPROVED:


Craig O'Sullivan
President

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

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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

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

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

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

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

1. Funds to be provided by the District.

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

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

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

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

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

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

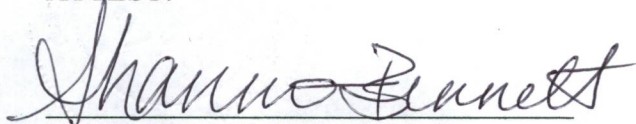
IN WITNESS WHEREOF, the parties have made and executed this contract in multiple copies, each of which shall be an original.

CITY OF DEER PARK



 JERRY MOUTON, JR., Mayor

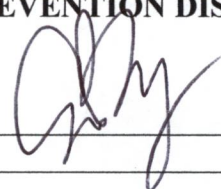
ATTEST:



 SHANNON BENNETT, City Secretary

Date Signed: 10/17/18

DEER PARK CRIME CONTROL AND PREVENTION DISTRICT


 _____, President

ATTEST:



 SHANNON BENNETT, Secretary

Date Signed: 11/21/19