

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON FEBRUARY 5, 2019, BEGINNING AT 6:00 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the workshop to order at 6:00 p.m.
2. EXECUTIVE SESSION- CONSULTATION WITH CITY ATTORNEY – POTENTIAL LITIGATION – Mayor Mouton recessed the meeting at 6:00 p.m. for an Executive Session.
3. RECONVENED – Mayor Mouton reconvened the workshop meeting at 6:12 p.m.
4. ANNUAL UPDATE ON ACTIVITIES OF THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION AND THE DEER PARK HOUSING MARKET FROM TROY COTHRAN – Executive Director of Southeast Texas Housing Finance Corporation, Ron Williams gave an overview of the programs available through SETH that include single family home ownership, multifamily home ownership, homebuyer's education and transitional housing. These programs provide assistance to those in the process of purchasing a home. Mr. Williams also spoke of SETH being involved in sponsoring and supporting charitable organizations that help improve the quality of life for children with medical needs and their families. Exhibit A1-A3)

Mr. Williams commented, "I would like to congratulate Troy Cothran on being elected President of the Board of Directors of Southeast Texas Housing Finance Corporation. He has been a great innovator and a leader for us. We look forward to working with him and Deer Park in the future."

SETH Board of Director's President, Troy Cothran, highlighted some changes that have taken place recently that include the opportunity to be able to assist with conventional loan type programs and discussed the assistance for first time homebuyers, affordable housing homebuyers and senior living housing that SETH provides. Mr. Cothran also gave details of the Deer Park Housing Market of 2018 and highlighted the average days on the market of sold properties and the average pricing of those properties. (Exhibit B1)

5. PRESENTATION OF THE SUMMARY REPORT OF THE ANNUAL COMPARATIVE ANALYSIS FOR BIAS-BASE/RACIAL PROFILING – Police Chief, Greg Grigg gave detail of a change in policy that now will require a racial profiling card to be filled out. Chief Grigg also gave an overview of the data collected and analyzed to determine if any racial profiling or other form of bias-based policing exists in the Deer Park Police Department. The data showed the traffic stops, traffic citations issued, traffic stop arrests, asset forfeiture, and seizures during 2018. Chief Grigg gave detail of the Asset Seizure and Forfeiture Review and concluded the case reports associated with the circumstances surrounding these seizures show no indication of bias-based profiling during 2017/2018. (Exhibit C1-C4)
6. DISCUSSION OF ISSUES RELATING TO A REQUEST FOR PROPOSALS (RFP) FOR DISASTER RECOVERY GRANT MANAGEMENT/ADMINISTRATIVE SERVICES – Assistant City Manager, Gary Jackson gave an overview of the assessments of flood claims and expenses related to Hurricane Harvey. Following the event, public funds were expended for Emergency Protective Measures and Emergency Debris Removal in the City of Deer Park. Most of the funds for reimbursement of expenses associated with the debris removal have been received. The reimbursement for expenses associated with Emergency Protective Measures has been obligated by FEMA and reimbursement is pending. Authorization has been approved to proceed with the procurement process for the repairs to the Police Department Firearms Training Facility. Due to the extensive amount of grant related requirements involved in the procurement and administration of the remaining projects remaining (Police Department Firearms Training Facility and storm water repair), it is recommended that we issue a Request for Proposals (RFP) for disaster recovery grant management/administrative services. The cost of the services is an eligible expense as a Standard Directive Administrative Cost (DAC) under the FEMA Public Assistance Grant. (Exhibit D1)

Mr. Jackson commented, "To make sure all is done 100% correctly, we feel like services of a specialist would be necessary."

7. DISCUSSION OF ISSUES RELATING TO THE ACQUISITION OF PROPERTY FROM DEER PARK INDEPENDENT SCHOOL DISTRICT – City Manager, Jay Stokes discussed the acquisition of property from Deer Park Independent School District.

Staff identified areas of Deer Park which sustained the greatest amounts of flood damage during Hurricane Harvey. Engineering firm Cobb Fendley assessed drainage improvement needs particularly in the Heritage Addition, in hopes of determining solutions to the subdivision's localized flooding. Cobb Fendley examined a 6.19 acre property near the subdivision which is owned by DPISD. It was concluded that this property could be utilized to create a detention pond to help alleviate flooding in Heritage Addition and was brought to DPISD's Superintendent, Victor White and his Staff. Terms were agreeable to working with the City to acquire this property. DPISD Staff presented this matter to the Board of Trustees, where it was met favorably. DPISD officials had the property appraised to determine its fair market value and that was determined to be \$675,000. Recommendation is to have the City purchase this property from DPISD in the amount of \$675,000. Mr. Stokes commented, "We are very blessed to have a wonderful school district and a wonderful relationship between the City of Deer Park and Deer Park Independent School District. What we have reported is a testament to that. We really appreciate the School Board, Victor White and his Staff."

8. DISCUSSION OF ISSUES RELATING TO THE UPDATES OF THE CITY'S FINANCIAL MANAGEMENT POLICY – Finance Director, Donna Todd gave an overview of updates made to the policy to include the use of contingency funds in an emergency situation and purchasing. The recommended update to the Financial Management Policy is to address the immediate need to expend funds in an emergency or Unforeseen circumstance with funding for such an expenditure from contingency funds, unassigned fund balance, or prior year revenue. To avoid potentially costly delays (e.g., additional damage to an operating system requiring repair), the City recommends that the Financial Management Policy be amended to allow the City Manager to approve such an expenditure to be followed by City Council approval of an ordinance amending the budget for such expenditure at the next regular meeting. This approval would cover expenditures to be funded by available contingency funds, but the approval could also cover expenditures to be covered by unassigned fund balance. Ms. Todd also discussed authority to the City Manager by Ordinance No. 3774 dated January 19, 2016 to contract for expenditures of budgeted items not to exceed \$50,000.00 without further City Council approval. The City recommends including this authorization in the Financial Management Policy. Additionally, the City recommends including a reference to the required Form 1295 in the policy.

Councilman Patterson asked, "Is there a limit on the emergency spending?"

Ms. Todd responded, "The limit would be whatever the contingency amount is."

9. DISCUSSION OF ISSUES RELATING TO A CONTRACT FOR THE COLLECTION OF DELINQUENT MUNICIPAL COURT FINES AND FEES WITH THE LAW FIRM LINEBARGER, GOGGAN, BLAIR AND SAMPSON – City Manager, Jay Stokes discussed the potential renewal of the contract for delinquent Municipal Court fines and fees with the law firm Linebarger, Goggan, Blair and Sampson. The new contract contains identical language with the term of 3 years and may be terminated by the City

with 60 days notice.

Richard Hill, of Linebarger Goggan Blair & Sampson LLP, commented, "It has truly been a pleasure to represent the City of Deer Park in the collection of delinquent Municipal Court receivables. Thank you very much."

10. DISCUSSION OF ISSUES RELATING TO ALLOWING FOOD TRUCKS AT SPECIAL CITY OF DEER PARK EVENTS – City Manager, Jay Stokes discussed the present City regulations that do not allow food trucks to operate in Deer Park. Mr. Stokes spoke of the possible changes to the Municipal Code that would permit food trucks to operate at City facilities as part of special events and gave an example of when allowing the food trucks in the City would be applicable. The discussion was focused on what is hoped to be accomplished, what changes to the existing ordinances need to occur to implement the change, and what consequences will need to be avoided to prevent unintended issues relative to existing Code.

Councilman Patterson asked, "For the Deer Park 125th Celebration event, how did we get those trucks in?"

Mr. Stokes responded, "It just sort of occurred. We called it a City event on school property. There are probably other times that have had food trucks in the City that maybe weren't complying."

Councilman Patterson asked, "Is this for City events on City property?" Currently, can a private property have a food truck?"

City Attorney, Jim Fox responded, "Yes." Some of the guidelines we need from Council has to do with permitting, how long the permit is for and how many times a year can someone be allowed to get a permit."

Councilwoman Garrison asked, "I am for this, I think it would be great. However, I think we have to have control over it. Do other cities do background checks?"

Mr. Fox responded, "No. They are required to have the County's approval for the food."

Assistant City Manager, Gary Jackson commented, "If we are talking about City events, those would be only the things we are allowing. We would invite certain food trucks to come and permit them only for the length of the event. If the Council is interested and it is legal, and since the food trucks will be coming to our event, background checks could be something we may be interested in doing."

Councilwoman Sinor commented, "Just like anything else, you would want to check references."

11. DISCUSSION OF ISSUES RELATING TO THE INSTALLATION OF SOD VS. SPRIGGING GRASS AT THE NEWLY RENOVATED DEER PARK COMMUNITY DEVELOPMENT CORPORATION SOCCER COMPLEX PROJECT – Parks and

Recreation Direction, Charlie Sandberg gave an overview of the Deer Park Community Development Corporation Soccer Complex construction plans to sprig four (4) lighted soccer fields and two (2) unlighted fields that will be hydro mulched. Due to the inclement weather and project set-backs, the sprigs have not been planted to date and are proposed to be installed in March of 2019. This will result in the grass not being mature until late 2019 or early 2020. There has been discussion to expedite the growing process of the grass by installing sod which will in turn have the grass ready for Fall of 2019. This will increase the cost of the project. Mr. Sandberg highlighted the current sprigging cost as \$52,908.90 to sprig 4 lighted soccer fields per the current contractor's cost of \$1.10 a square yard and \$26,454.00 to sprig 2 unlighted soccer fields per the current contractor's cost of \$1.10 a square yard. In comparison, Mr. Sandberg gave details of the proposed sodding cost for the same project as \$288,600 to sod 4 lighted soccer fields per the current contractor's cost of \$6 a square yard and \$144,300 to sod 2 lighted soccer fields per the current contractor's cost of \$6 a square yard. Option 1 is being proposed by Mr. Sandberg to have sod on two lighted soccer fields at the cost of \$144,300 and deduct \$26,454 from the current plan to sprig two lighted soccer fields. This would leave an amount of \$117,846 that would be required as a budget amendment from City funds.

City Manager, James Stokes commented, "We will bring it to the next agenda so Council can approve the budget amendment."

After a lengthy discussion, it was the consensus of the Council to agree on Option 1 and have two lighted and fully matured sodded fields by the Fall of 2019.

12. DISCUSSION OF ISSUES RELATING TO THE FISCAL YEAR 2019-2020 BUDGET CALENDAR – Assistant City Manager, Gary Jackson advised Council of the proposed FY 2019-2020 Budget calendar. This calendar includes budget related workshops, meetings and hearings for the City staff, City Council, the CCPD Board, the FCPMSD Board and the Deer Park Community Development Corporation Board. The schedule was designed to meet the requirements of the City Charter as well as applicable State statutes. (Exhibit F1)
13. DISCUSSION OF ISSUES RELATING TO A PETITION FOR VOLUNTARY ANNEXATION OF FOUR TRACTS OF LAND TOTALING 49.0146 ACRES AND A PETITION TOTALING 83 SQUARE FEET IN THE CITY'S ETJ LOCATED ALONG THE WEST SIDE OF INDEPENDENCE PARKWAY AND NORTH OF STATE HIGHWAY 225 INTO THE DEER PARK CITY LIMITS – Assistant City Manager, Gary Jackson gave an overview of the petition for voluntary annexation. Pursuant to the Molto Properties annexation presentation given by Chad Parrish at the December 4, 2018 Council Workshop, the City has now received two petitions for voluntary annexation of property in the City's ETJ located along the west side of Independence Pkwy and North of State Highway 225 into the Deer Park city limits. The first petition is for four (4) tracts totaling 49.0146 acres owned by GEO Specialty

Chemicals, Inc. The second petition is for 83 square feet owned by RBD Development, LLC. (see attached letter from Molto Properties and exhibits).

Chad Parrish, of Molto Properties, gave a summary of the current contract to purchase two properties within the City of Deer Park and the plan to voluntarily join in the City limits. This would also include taking on the expense and burden of the utilities for the properties. "We do intend to build on a speculative basis, which means we do not have a tenant necessarily lined up before we start this project, but we are committed to do it. I would say in general, this should be a benefit to the existing facility. It has been idle for over 20 years. We are intending to redevelop that property and create something much more aesthetically pleasing."

Chad Miller of GEO Specialty Chemicals commented, "We have been a member of the Deer Park community since we purchased the property in 2005. We have been working with Molto Properties for about a year and checked them out firmly. We wanted to make sure we did a good job of selling to someone that was going to be a good neighbor to us. We spent a lot of time checking out Molto Properties and they are a world class developer for this space. We are very pleased to be able to partner with them. From the GEO Specialty Chemicals perspective, these additional funds from this transaction will allow us to invest in our existing operation for expansion."

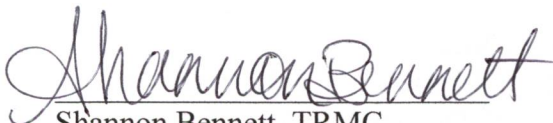
Councilwoman Sinor asked, "Is this being built for just one client?"

Mr. Parrish responded, "It would most likely be multi-tenant, but it could also be one tenant. We do not really know yet."


Mr. Jackson commented, "On the regular agenda, you have three ordinances that are related to this. Two would be acceptance of the petitions and if you accept the petitions for annexation then you would call two public hearings, which are the three ordinances you would entertain in the regular meeting."

14. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:17 p.m.

ATTEST:


Shannon Bennett, TRMC
City Secretary

APPROVED:


Jerry Mouton, Jr.
Mayor



SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

TO: City of Deer Park Mayor & City Council Members
 FROM: Troy Cothran, Director/President
 Southeast Texas Housing Finance Corporation (SETH)
 DATE: February 5, 2019
 RE: Activities Report

I would like to update the Mayor and City Council on the activities of The Southeast Texas Housing Finance Corporation.

SINGLE FAMILY HOMEOWNERSHIP PROGRAMS:

TOTAL Deer Park Homebuyers Assisted: 102 (10/15/12—01/15/19)
 Down Payment & Closing Cost Assistance Provided as a GRANT: \$722,099
 TOTAL Mortgage Loan Amounts: \$14,491,804
 Average Grant per Homeowner: \$7,079
 Average Sales Price: \$143,110
 Sales Price Range: \$80,000—\$230,000
 Average Annual Income: \$55,700

Because of Market Conditions, SETH has implemented several new homeownership programs that use a 3, 7 or 10 year Second Lien that is forgiven over time if the homeowner remains in their home during the time limit. It also allows for lower mortgage rates.

SETH's Mortgage Credit Certificate (MCC) Program is now FREE to all eligible homebuyers. The MCC allows the homeowner a direct tax credit up to \$2000 per year in the amount of interest they pay on their mortgage. The MCC is allowable as long as the homeowner remains in their home.

11111 South Sam Houston Parkway East • Houston, Texas 77089
 phone 281.484.4663 • fax 281.484.1971 • www.sethfc.com

MULTIFAMILY PROGRAMS:

SETH continues to increase its Multifamily Portfolio. Currently SETH is in an ownership position in the following communities:

Gateway Lake Jackson Apartments—Lake Jackson—160 units—Family. 50% affordable for families earning 60% or less of area median income. 50% market units.
 [Sale is scheduled for third week of February]

Sweetwater Apartments—Wharton—56 units—Family. 35% affordable for families earning 80% or less of area median income.

Heritage Crossing—Santa Fe—72 units—Seniors. 75% affordable for individuals earning 60% or less of area median income.

Birdsong Place Villas—Baytown—96 units—Seniors. 100% affordable for individuals earning 60% or less of area median income.

Stonewall Apartments—Alvin—160 units—Family. 75% affordable for families earning 60% or less of area median income.

SETH is a couple of months away from Groundbreaking on a 119-unit Senior Development in Bay City named the Monarch at Bay Prairie. It will be 20% or 35% affordable for individuals earning 80% or less of area median income. 90% of the units will be held for individuals who earn less than 160% of area median income.

HOMEBUYER'S EDUCATION:

As previously reported, SETH was the first housing finance agency in the Nation that required Homebuyer's Education for anyone using any of SETH's single family programs. In the past 6 years, SETH has educated over 23,000 homebuyers.

TRANSITIONAL HOUSING:

SETH has been a big sponsor and supporter of Project Joy & Hope (PJH), a 501(c)3 charitable organization, whose mission is to improve the quality of life for medically fragile children and their families. SETH was able to donate \$275,000 to build a new duplex at the Tulip Street Project in Pasadena. PJH is now able to assist up to 12 families in their time of need free of charge. In addition, SETH donated funds to assist in the construction of the Pediatric Palliative Care Center located at the Tulip Project.

DEER★PARK *Birthplace of Texas®* HOMEBUYER ASSISTANCE PROGRAMS



Program provides Down Payment and Closing Costs Assistance. Government Loan Types include FHA, VA, USDA and are a Community 2nd and forgiven in 3 years. Grants provided with Conventional Options.



Program provides Larger Amounts of Down Payment and Closing Costs Assistance in the form of a Community Second. Buyers can choose between Forgiveness Terms of 7 or 10 Years.

- No First Time Homebuyer Requirement
- Max Sales Price: \$331,200 FHA /\$484,350 USDA/VA/Conv.
- Qualify for a Mortgage Loan with a Participating Lender
- Borrowers must not exceed the following income limits for Deer Park, TX: \$86,135



SETH HomeCredit Mortgage Credit Certificate (MCC) Program

Our MCC Program provides eligible First Time Homebuyers a Federal Tax Credit. Can be combined with SETH 5 Star or SETH GoldStar. Must own occupy for 9 years to avoid potential Federal Recapture Tax.

EACH YEAR OUR HOMEBUYERS CLAIM 50% OF THEIR TOTAL MORTGAGE INTEREST AS A FEDERAL TAX CREDIT UP TO A MAXIMUM 2,000

Example: Loan Amount...\$150,000 Interest Rate...4.5%
 The buyer will have paid approximately \$6,750 in interest that year
 Tax credit provided by our MCC Program: 50%
 \$6,750 x 50% = \$3,410
 MCC Savings for Homeowner.....\$2,000

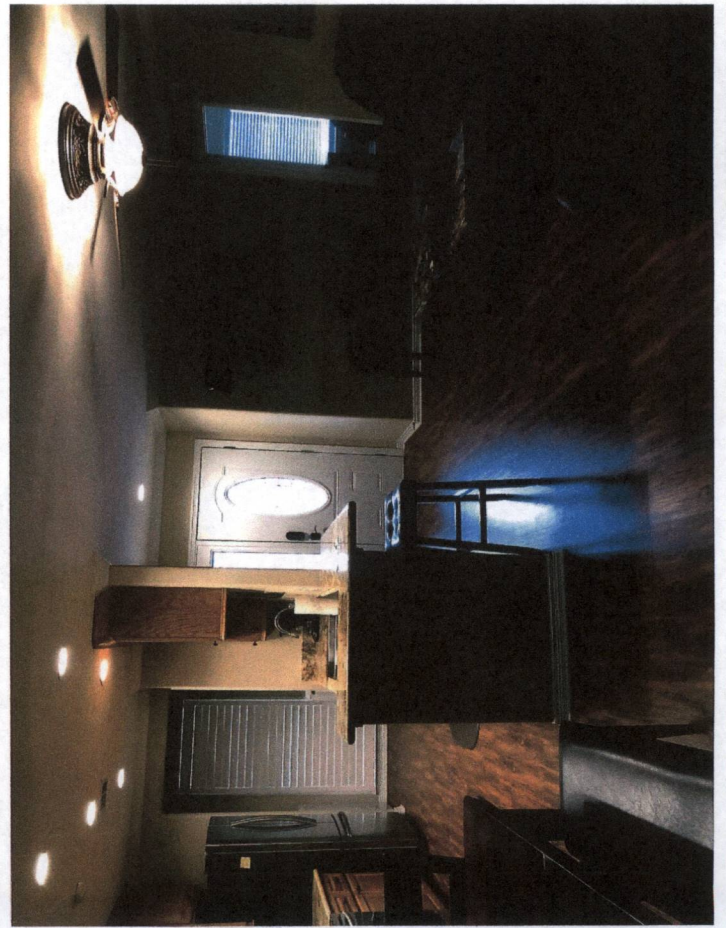
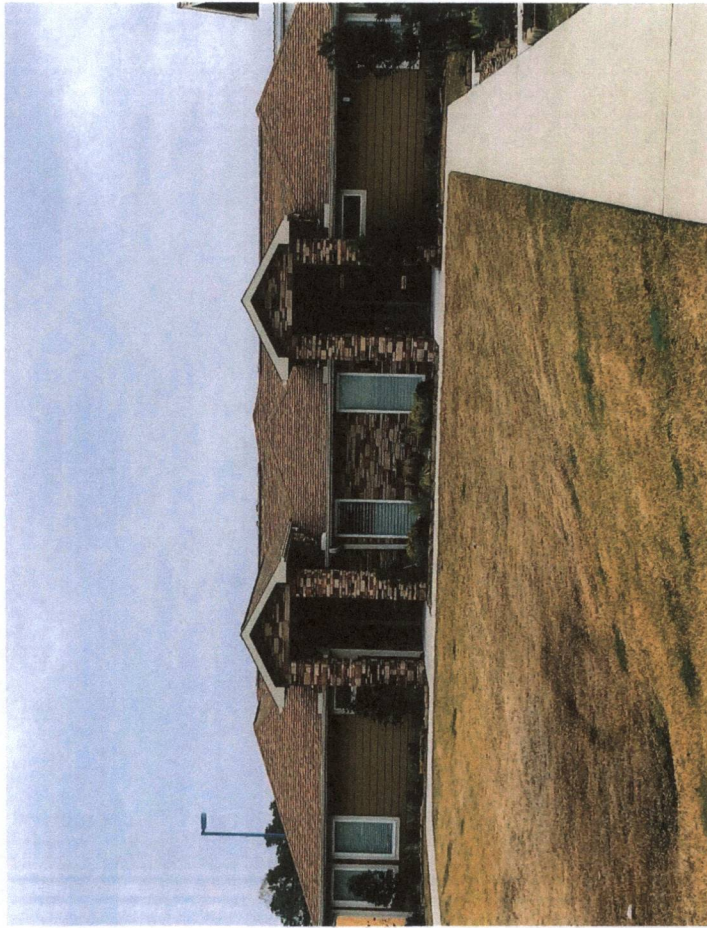
Program Income Limits	1-2 Family Members	3 or More
Deer Park, TX	\$74,900	\$86,135



11111 S Sam Houston Parkway East Houston, TX 77089 www.sethfc.com 281.484.4663









Deer Park Housing Market

Active homes on the market in Deer Park- 43

Pending Homes In DP- 28

Sold Homes By The Year:

2018- 372

2017- 453

2016- 463

2015- 374

2014- 408

2013- 359

2012- 294

2018- Avg. Days on market for sold properties- 28 @ Avg. Price \$219,200

2017- Avg. Days on market for sold properties- 32 @ Avg. Price \$209,753

2016- Avg. Days on market for sold properties- 27 @ Avg. Price \$197,916

2015- Avg. Days on market for sold properties- 26 @ Avg. Price \$177,392

****** Information provided by HAR.com as of 2-5-19 .**

Presented By- Troy Cothran, Broker

Victory Properties, Inc.

(281) 389-8801

Interoffice Memo

To: Gregory L. Grigg *Greg Grigg, 1-29-19*
Chief of Police

Via: Sharon W. Massey *Sharon Massey*
Assistant Chief of Police

Wade A. Conner
Captain *Wade Conner*

From: John C. Yettevich
Lieutenant *John Yettevich*

Date: 1/28/19

Subject: Annual Comparative Analysis for Bias Base /Racial Profiling (General Orders 1.2.14 G. 4 and 1.2.14 G. 5)

Below is the information for the comparative analysis of the data collected for traffic stops, traffic citations issued, traffic stop arrests, asset forfeiture, and seizures. State law and the Deer Park Police Department General Orders 1.2.14 G. 4 and 1.2.14 G. 5 require this data to be collected and analyzed to determine if any racial profiling or other form of bias-based policing exists in the Deer Park Police Department. The findings then must be submitted to the Texas Commission on Law Enforcement (TCOLE) database via their website by March 1, 2019.

During calendar year 2018, the Deer Park Police Department did not receive any complaints of racial profiling.

Below you will find (1) a summary of practices including citizen concerns; (2) the data for examination of the disposition of stops, including searches resulting from the stops; (3) the report required to be entered into the Texas Commission on Law Enforcement (TCOLE) database via their website; and (4) the "Asset Seizure and Forfeiture Review" memorandum from Captain W. A. Conner that is the source for this analysis.

Summary of Practices

In conjunction with the efforts mentioned below, the Police Department holds numerous community meetings throughout the year to address issues and concerns as part of our Community Oriented Policing philosophy. This is a testament of the training and the quality of officers that the Deer Park Police Department is hiring.

Since January 1, 2002, the Deer Park Police Department, in accordance with the Texas Racial Profiling Law (SB 1074), has been collecting police contact data. SB 1074 required the collection of a violator's race and whether a search was conducted and, if so, whether the person detained consented to the search on all traffic stops in which a citation was issued or an arrest made. Subsequently, House Bill 3389 of the 81st Legislature of the State of Texas requires the reporting of racial profiling data for the previous calendar year to TCOLE by March 1st of each year. The Deer Park Police Department General Order 1.2.14 prohibits all bias based policing. This General Order has been reviewed and is in compliance with state law and current best practices. Racial Profiling is a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Article 2.133 of the Code of Criminal Procedure requires certain information be recorded each time a Police Officer stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense, unless the contact is recorded by mobile recording equipment. The Violator/Suspect Contact form (PD-69) has been developed for use by officers to record traffic and pedestrian stops made in absence of functional mobile recording equipment. The Violator/Suspect Contact form (PD-69) will be used anytime mobile video recording equipment is inoperable or unavailable.

The Deer Park Police Department has complied with all the requirements of the Texas Racial Profiling Law including officer training and distribution of information to the public on the complaint process. The Deer Park Police Department acquired in-car video equipment in June of 2003, which has been used consistently for the collection of data on all vehicular and pedestrian stops, and is constantly upgrading its technology to stay current with the times. The current system allows greater storage capacity and ready access to any supervisor's desk top computer for constant and immediate reviews of traffic stops. Finally, the Deer Park Police Department traffic citations and arrest reports comply with state mandates that require the proper information to be collected to capture data regarding racial profiling issues.

To ensure compliance with General Order 1.2.14, Deer Park Patrol Sergeants are required to review random samples of at least two traffic/pedestrian stops per assigned officer "on a monthly" basis to ensure policies are being followed. An email of that review with a memorandum attached is forwarded to the Community Services Lieutenant detailing the review and whether or not the department's policies are being complied with. Any violations of the department's policies shall be reported immediately to the Division's Commander via Interoffice Memorandum. At present, there is no indication that racial profiling is occurring in the department. In 2018, there was no internal affairs investigation which resulted in disciplinary action(s) taken towards an officer related to bias based policing.

A review of the current Deer Park Police Department General Order 1.2.14 regarding Bias Base /Racial Profiling was conducted while compiling this report, and there is no indication of a need for any changes to these policies and procedures at this time.

The following data provides a statistical summary for year 2018 that affirms that the Deer Park Police Department has not experienced any problems regarding racial profiling practices. Again, this is supported by the fact that of the thousands of public contacts during the year 2018, the Deer Park Police Department did not receive any complaints from a community member regarding officers' misconduct associated with racial profiling practices.

A subsequent review of all allegations made in Calendar Year 2017 indicated that there was one complaint, which included an allegation of bias based / racial profiling. This allegation was "Not Sustained". This was discovered after the submittal of the 2017 Bias Base / Racial Profiling report to council and the state.

Disposition of stops, including searches resulting from the stops:

Motor Vehicle Racial Profiling Information

Total stops: 34,661

1. Gender

CCP 2.133(b)(1)(e)

1.1 Female: 12,620
1.2 Male: 22,041

2. Race or ethnicity

CCP 2.132(b)(3), 2.132(b)(6)(A), 2.133(b)(1)(B)

2.1 Black: 3,640
2.2 Asian/Pacific Islander: 550
2.3 White: 22,742
2.4 Hispanic/Latino: 7,654
2.5 Alaska Native/American Indian: 75

3. Was race or ethnicity known prior to stop?

CCP 2.132(b)(6)(C)

3.1 Yes: 691
3.2 No: 33,970

4. Reason for stop?

CCP 2.132(b)(6)(F), 2.133(b)(2)

4.1 Violation of law: 3,976
4.2 Preexisting knowledge: 403

4.3 Moving traffic violation: 18,457
4.4 Vehicle traffic violation: 11,825

5. Street address or approximate location of the stop

CCP 2.132(b)(6)(E), 2.133(b)(7)

5.1 City street: 32,091
5.2 US highway: 2,341
5.3 County road: 0
5.4 State highway: 0
5.5 Private property or other: 229

6. Was a search conducted?

CCP 2.132(b)(6)(B), 2.133(b)(3)

6.1 Yes: 1,732
6.2 No: 32,929

7. Reason for Search?

7.1 Consent: 649 CCP 2.132(b)(6)(B), 2.133(b)(3)
7.2 Contraband in plain view: 56 CCP 2.133(b)(5)(A)
7.3 Probable cause: 671 CCP 2.133(b)(5)(B)
7.4 Inventory: 401 CCP 2.133(b)(5)(C)
7.5 Incident to arrest: 243 CCP 2.133(b)(5)(C)

8. Was Contraband discovered?

CCP 2.133(b)(4)

8.1 Yes: 754
8.2 No: 978

9. Description of contraband

CCP 2.133(b)(4)

9.1 Drugs: 474
9.2 Currency: 7
9.3 Weapons: 61
9.4 Alcohol: 101
9.5 Stolen property: 13
9.6 Other: 168

10. Result of the stop

10.1 Verbal warning: 21,020 CCP 2.133(b)(8)
10.2 Written warning: 1,920 CCP 2.133(b)(8)
10.3 Citation: 10,369 CCP 2.133(b)(8)
10.4 Written warning and arrest: 9
10.5 Citation and arrest: 129

10.6 Arrest: 1,418 CCP 2.133(b)(6)

11. Arrest based on
CCP 2.133(b)(6)

11.1 Violation of Penal Code: 731
11.2 Violation of Traffic Law: 207
11.3 Violation of City Ordinance: 10
11.4 Outstanding Warrant: 608

12. Was physical force resulting in bodily injury used during stop?
CCP 2.132(b)(9), 2.133(b)(9)

12.1 Yes: 8
12.2 No: 34,653

**Information to be submitted to TCOLE in the form of a FULL RACIAL PROFILING
REPORT:**

Agency Name: DEER PARK POLICE DEPT.
Reporting Date: 1/28/19

TCOLE Agency
Number: 201204

Chief Administrator: GREGORY L. GRIGG

Agency Contact Information:
Phone: 281-479-1511
Email: jwetlevich@deerparktx.org
Mailing Address:

DEER PARK POLICE DEPT.
2911 Center Street
Deer Park, TX 77536

This Agency is filing a full racial profiling report.
Our vehicles that conduct motor vehicle stops are equipped with video and audio
equipment and we maintain videos for 90 days.

By submitting, the chief administrator affirms that the agency has a policy in place in
accordance with:

Texas Code of Criminal Procedure §2.132 and that the policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the agency from engaging in
racial profiling;
- (3) implements a process by which an individual may file a complaint with the
agency if
the individual believes that a peace officer employed by the agency has engaged
in racial

profiling with respect to the individual;

(4) provides public education relating to the agency's complaint and complaint
process, including providing the telephone number, mailing address, and email
address to make a complaint or complaint with respect to each ticket, citation,
or warning issued by a peace officer;

(5) requires appropriate corrective action to be taken against a peace officer
employed

by the agency who, after an investigation, is shown to have engaged in racial
profiling in violation of the agency's policy adopted under this article;

(6) requires collection of information relating to motor vehicle stops in which a
ticket, citation, or warning is issued and to arrests made as a result of those
stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual
detained

consented to the search;

(C) whether the peace officer knew the race or ethnicity of the individual
detained before detaining that individual; and

(D) whether the peace officer used physical force that resulted in bodily
injury,

as that term is defined by Section 1.07, Penal Code, during the stop;

(E) the location of the stop; and
(F) the reason for the stop; and

(7) requires the chief administrator of the agency, regardless of whether the
administrator is elected, employed, or appointed, to submit an annual report of
the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the
agency, if the agency is an agency of a county, municipality, or other
political subdivision of the state.

Executed by: Chief Administrator
Date:

I certify these policies are in effect.

Executed by: GREGORY L. GRIGG
Chief Administrator

DEER PARK POLICE DEPT.

Date: 1/28/19

MEMORANDUM

To: Chief G. Grigg
From: Captain Wade Conner
Date: 01/07/2019
Subject: Asset Seizure and Forfeiture Review (2018) CALEA 1.2.9d

During 2017/18 fiscal year, the Department made nine seizures, as follows:

- Deer Park Case #18-00589 – 02/8/2018, seizure amount \$1,589. \$1,113.17 was awarded by the court on 12/5/2018. This seizure was a result of an arrest for no driver's license of Paul Martinez and an arrest of James Hope Wilson II for a Harris County warrant. During the traffic stop scales, bags and .62 ounces of marijuana were also seized. The District Attorney's office refused charges but agreed to the seizure do to signs of deliver.
- Deer Park Case #18-00861 – 02/25/2018, seizure amount \$2,430. This seizure was a result of an arrest of Cody Michael Brown for possession of marijuana.
- Deer Park Case #18-01014 – 03/07/2018, seizure amount \$993. This seizure was a result of an arrest of Jamie Kyle St. Andre and Martin Saucedo each for possession of a controlled substance with intent to deliver.
- Deer Park Case #18-01398 – 04/03/2018, seizure amount \$1,501. This seizure was a result of an arrest of Anthony Rivon for possession of a control substance.
- Deer Park Case #18-01509 – 04/06/2018, seizure amount \$6,380. This seizure was a result of an arrest of Thomas Gonzales for possession of marijuana.
- Deer Park Case #18-01705 – 04/25/2018, seizure amount \$12,680. \$8,880.67 was awarded by the court on 11/09/2018. This seizure was a result of an arrest of Micah Galban for possession of a controlled substance.
- Deer Park Case #18-01776 – 04/24/2018, seizure amount \$3,300.10. This seizure was a result of an arrest of Sabrina Renee Ryan for possession of a controlled substance with intent to deliver.

- Deer Park Case #18-02271 – 05/25/2018, seizure amount \$3,361. This seizure was a result of an arrest of Abraham Ulises Arrona for possession of marijuana.

- Deer Park Case #18-03015 – 07/17/2018, seizure amount \$1,026. This seizure was a result of an arrest of Eduardo Munoz-Sifuentes for possession of a control substance.

The forfeited funds originated from cases that were filed and documented in 2016.

- Deer Park Case #16-01761- filed 4/28/2016 \$7,233.16. \$4,321.18 was awarded by the court on 09/06/2018.

- Deer Park Case# 16-03427 – filed 7/25/2016 \$3,476.01. Courts awarded two checks as follows: 4/25/2018 \$2,787.72 and 9/17/18 \$1,577.97.

- Deer Park Case #16-03549 – filed 8/26/2016, 2007 Chevrolet Silverado VIN# 2gcekt3v371139597. Court awarded \$4,201.41 on 4/17/2018 after sell of vehicle.

The forfeited funds originated from cases that were filed and documented in 2017.

- Deer Park Case 17-00511 – filed 1/28/2017, \$1,199.00. Court awarded \$839.90 on February 6, 2018.

- Deer Park Case 17-01270 – filed 3/11/2017, \$1,153.00. Court awarded \$807.53 on January 5, 2018.

- Deer Park Case 17-01875 – Filed 4/16/2017, \$2454.00. Court awarded \$947.04 on 8/22/18

Eleven individuals were arrested in the nine 2018 seizures. Of the defendants in the seizures listed, five were Hispanic males, one was white female, two were black males and three were white males. After review of the case reports associated and the circumstances surrounding these seizures there is no indication of bias-based profiling during 2017/18.

The scope of work to be included in the RFP would be as follows:

Scope of Work –The successful respondent(s) is to provide management services that may include but are not limited to the following:

- Comprehensive administration of FEMA programs and projects contemplated by Project Worksheets (PWs);
- Attend meetings with FEMA, TDEM, and other agencies in conjunction with and on behalf of the local government;
- Collaborate with local government on project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.); Information gathering (photo-document damages, gather records, drawings, insurance policies, historical photos/videos, etc.); project development (define both small and large projects' scope, size, and damages, including cost estimating that will be the basis of each PW); project submittals (draft and submit small and large project PWs to TDEM/FEMA);
- Proactively identify opportunities to maximize Public Assistance and Post-Disaster Mitigation Section 406 funding within the current regulatory framework;
- Provide ongoing guidance to maximize FEMA Public Assistance funding;
- Coordinate and manage deliverables with TDEM and FEMA;
- Assist with TDEM, FEMA, and/or other federal grants quarterly reporting;
- Generate time extension requests to FEMA and/or other federal grants and TDEM when necessary so that eligibility is not forfeited;
- Assist with insurance claim submission and tracking in relation to projects submitted to FEMA to avoid duplication of benefits and document final amount of insurance proceeds applied to each project;
- Assist in getting the necessary legal documents for proper filing;
- Advise on document retention strategies;
- Coordinate with local government staff to obtain all cost and necessary backup documentation to develop, revise, and submit PWs;
- Track status of FEMA and other agency reimbursement and serve as a co-liaison between FEMA/other agencies and local government;
- Assist in responding to Requests for Information from FEMA/other agencies;
- Assist with the submission of appeals to FEMA;
- Provide detailed and periodic management reports on the status of PWs including developments, revisions, submissions/approvals, open issues, financial overview, etc.;
- Assist with submittals of appeals to FEMA;
- Provide Cash Management reports showing the projected schedule for reimbursement requests and the actual status of reimbursements received;
- Preparing public procurement documentation and providing additional procurement assistance, including but not limited to preparing and writing requests for qualifications, requests for proposals, or other applicable procurements for identified projects that align with PWs, other public assistance projects, and federal and state requirements;
- Development of database/electronic system for tracking and management of project worksheets, claims, grant applications and status, and associated information to facilitate effective documentation, management of grant management and funding programs, and information sharing;
- Developing program guidelines, policies, procedure, implementation plans, or other pertinent documents;
- Research, development, and prepare grant applications and other applicable public assistance documents;
- Review data and records for compliance with federal requirements;
- Advise on the management of the closeout process; and
- Researching, monitoring, reporting, documenting, managing, analyzing, assessing, designing, and other work related to disaster recovery, disaster planning, disaster mitigation, and public assistance.

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF HARRIS

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the City of Deer Park, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

- 1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.
- 1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.
- 1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

- 2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.
- 2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.
- 2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than

sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3

Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4

Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5 **Costs**

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6 **Term and Termination**

6.01 This AGREEMENT shall be effective February , 2019 (the "Effective Date") and shall expire on February , 2022 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, the CLIENT has the option to extend the AGREEMENT for two additional two-year terms, without the necessity of further action by either party.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7 **Miscellaneous**

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be

seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of Client Services
The Terrace II
2700 Via Fortuna Drive
Suite 400
Austin, TX 78746

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

City of Deer Park
P.O. Box 700
Deer Park, Texas 77536

7.06 Compliance with Tx. Govt. Code §2270.002. In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

EXECUTED ON the day of February, 2019

By: Honorable Jerry Mouton, Jr., Mayor

Linebarger Goggan Blair & Sampson, LLP

By: Richard Hill, Partner
For the FIRM

CITY OF DEER PARK
BUDGET SCHEDULE FOR FY 2019-2020
(INCLUDES COUNCIL, CCPD, FCPEMSD & DPCDC)

Date	Time	Meeting Description
March 25	TBD	"Budget Kickoff" meeting to discuss FY 2019-2020 budget process and distribute budget materials.
April 22	5:30 PM	DPCDC Board of Directors reviews preliminary FY 2019-2020 DPCDC Budget
April 29 – May 22	TBD	City Manager/Assistant City Manager/Finance Director Meetings with Department Heads to discuss FY 2018-2019 budget estimates and FY 2019-2020 budget requests.
May 13	5:15 PM	CCPD Meeting – PD presents proposed FY 2019-2020 CCPD budget to board. Board schedules public hearing on proposed budget <i>(Note: a P&Z Meeting is scheduled this evening.)</i>
May 13	5:45 PM	FCPEMSD Meeting – FD presents proposed FY 2019-2020 FCPEMSD budget to board. Board schedules a public hearing on budget <i>(Note: a P&Z Meeting is scheduled this evening.)</i>
May 22		Notice for FCPEMSD public hearing on proposed FCPEMSD budget runs in newspaper.
May 22		Notice for CCPD public hearing on proposed CCPD budget runs in newspaper.
June 10	5:15 PM	CCPD public hearing on CCPD budget.
June 10	5:45 PM	FCPEMSD public hearing on FCPEMSD budget.
June 10	After P.H.	FCPEMSD budget workshop – (follows Public Hearing)
June 20	TBD	Distribute FY 2019-2020 Budget Workbooks to Council.
June 24	5:30 PM	City Council Budget Workshop.
June 25	5:30 PM	City Council Budget Workshop <i>(if necessary)</i> .
July 8	5:15 PM	CCPD Meeting to adopt FY 2019-2020 CCPD budget. <i>(Board submits budget to Council)</i>
July 8	5:45 PM	FCPEMSD meeting to adopt FY 2019-2020 FCPEMSD budget. <i>(Board submits budget to Council)</i>
July 16	7:30 PM	City Council calls for public hearing on proposed CCPD and FCPEMSD budgets.
July 22	5:30 PM	DPCDC adopts FY 2019-2020 Budget and submits to Council.
July 24		Notice for Council public hearing on CCPD budget runs in newspaper.
July 24		Notice for Council public hearing on FCPEMSD budget runs in newspaper.
July 31		Submit Notice for Council public hearing on City budget to newspaper.
August 1	TBD	City Manager presents proposed budget to City Council. Council calls public hearing on proposed City budget – <i>Special Meeting</i> .
August 7		Notice for Council public hearing on City budget runs in newspaper.
August 20	7:30 PM	Public Hearing on proposed City budget.
August 20	TBD	Council workshop on FY 2019-2020 DPCDC Budget
August 20	7:30 PM	City Council public hearing on proposed CCPD budget. City Council approves or rejects the CCPD Budget. If the governing body rejects the budget submitted by the board, the governing body and the board shall meet and together amend and approve the budget before the beginning of the fiscal year.
August 20	7:30 PM	City Council public hearing on proposed FCPEMSD budget. City Council approves or rejects the FCPEMSD Budget. If the governing body rejects the budget submitted by the board, the governing body and the board shall meet and together amend and approve the budget before the beginning of the fiscal year.
August 20	7:30 PM	City Council adopts FY 2019-2020 DPCDC Budget
Sept. 17	7:30 PM	City Council adopts FY 2019-2020 Budget.
Oct. 1		FY 2019-2020 begins.