



BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT

NOTICE OF MEETING

BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT REGULAR MEETING

TUESDAY, JANUARY 11, 2022

4:30 P.M.

COUNCIL CHAMBER, CITY HALL

2401 MARKET STREET, BAYTOWN, TEXAS 77520

AGENDA

CALL TO ORDER AND ANNOUNCEMENT OF QUORUM

1. MINUTES

- a.** Consider approving the minutes of the Baytown Crime Control and Prevention District Regular Meeting held on October 12, 2021.

2. PROPOSED RESOLUTIONS

- a.** Consider a resolution authorizing the Agreement for Officers and Equipment with the City of Baytown.
- b.** Consider a resolution approving an amendment to the Baytown Crime Control and Prevention District FY2021-2022 budget to reprogram funds for the sole source purchase of eighteen (18) license plate recognition cameras (LPR) and installation from Flock Group Inc., d/b/a Flock Safety.
- c.** Consider a resolution approving an amendment to the Baytown Crime Control and Prevention District FY2021-2022 budget to reprogram funds for the purchase of seventeen (17) B.E Meyers MAWL-DA (Modular Advanced Weapon Laser – Direct Action) IR/visible laser systems for the Baytown Police SWAT team from Down Range Thermal, through the competitive bid process.

3. **REPORTS**

- a. Presentation of the Baytown Crime Control and Prevention District Street Crime Unit and Commercial Vehicle Enforcement (CVE) statistical report.

4. **MANAGER'S REPORT**

- a. The next Baytown Crime Control and Prevention District meeting is scheduled for Tuesday, April, 12, 2022, at 4:30 P.M., in the Council Chamber located at City Hall, 2401 Market Street, Baytown, Texas 77520.

5. **ADJOURN**

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE DISTRICT RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY OF THE MATTERS LISTED ABOVE.

THE DISTRICT IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE PLEASE CALL 281-420-6522, FAX 281-420-6586, OR CONTACT 281-420-6522 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM).

Approved for posting:



Rick Davis, General Manager

Posted by:



Raquel Martinez, Deputy Secretary

Posted this 7th day of January, 2022 at 5:00 P.M.





**BAYTOWN CRIME CONTROL AND
PREVENTION DISTRICT**

1. a.

Meeting Date: 01/11/2022

October 12, 2021, CCPD Meeting Minutes

Prepared For: Angela Jackson, City Clerk's Office

Prepared By: Raquel Martinez, City Clerk's Office

Information

ITEM

Consider approving the minutes of the Baytown Crime Control and Prevention District Regular Meeting held on October 12, 2021.

PREFACE

This item allows the board members to review and approve the minutes of the Baytown Crime Control and Prevention District Regular Meeting held on October 12, 2021.

RECOMMENDATION

Attachments

October 12, 2021 CCPD Draft Minutes

DRAFT
MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS
OF THE BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT

October 12, 2021

The Board of Directors of the Baytown Crime Control and Prevention District (CCPD) met in a Regular Meeting on Tuesday, October 12, 2021, at 4:30 P.M., in the Council Chamber of the Baytown City Hall, 2401 Market Street, Baytown, Texas with the following in attendance:

Rikki Wheeler	President
Lloyd J. Herrera	Director
Nicholas Rice	Director
James Coker	Director
Steele Arthur	Director
Kevin Troller	Assistant General Manager
Jerris Mapes	Assistant General Counsel
Angela Jackson	Secretary

President Rikki Wheeler convened the October 12, 2021, CCPD Board Regular Meeting with a quorum present at 4:30 P.M., all members were present with the exception of Director Chris L. Warford, who was absent.

1. MINUTES

a. Consider approving the minutes of the Baytown Crime Control and Prevention District Regular Meeting held on July 13, 2021.

A motion was made by Director Lloyd J. Herrera, and seconded by Director Steele Arthur to approve the minutes of the Baytown Crime Control and Prevention District Regular Meeting held on July 13, 2021, as submitted. The vote was as followed:

Ayes: President Rikki Wheeler, Director Lloyd J. Herrera, Director Nicholas Rice, Director James Coker, and Director Steele Arthur

Nays: None

Other: Director Chris L. Warford (Absent)

Approved

b. Consider approving the minutes of the Baytown Crime Control and Prevention District Special Meeting held on August 24, 2021.

A motion was made by Director Lloyd J. Herrera, and seconded by Director James Coker to approve the minutes of the Baytown Crime Control and Prevention District Special Meeting held on August 24, 2021, as submitted. The vote was as followed:

Ayes: President Rikki Wheeler, Director Lloyd J. Herrera, Director Nicholas Rice, Director James Coker, and Director Steele Arthur

Nays: None

Other: Director Chris L. Warford (Absent)

Approved

2. BUSINESS ITEMS

a. Consider the election of officers for President and Vice President and the appointment of Secretary.

President Wheeler entertained a nomination for presidency.

A motion was made by Director Lloyd J. Herrera, and seconded by Director James Coker to keep President Rikki Wheeler as President. The vote was as followed:

Ayes: President Rikki Wheeler, Director Lloyd J. Herrera, Director Nicholas Rice, Director James Coker, and Director Steele Arthur

Nays: None

Other: Director Chris L. Warford (Absent)

Approved

President Wheeler then stated they needed an election of Vice President. President Wheeler nominated James Coker as Vice President.

A motion was made by President Rikki Wheeler, and seconded by Director Lloyd J. Herrera to appoint James Coker as Vice President. The vote was as followed:

Ayes: President Rikki Wheeler, Director Lloyd J. Herrera, Director Nicholas Rice, Director James Coker, and Director Steele Arthur

Nays: None

Other: Director Chris L. Warford (Absent)

Approved

President Wheeler addressed the appointment of Secretary and entertained to keep the City Clerk as their secretary.

A motion was made by Director Lloyd J. Herrera, and seconded by Director James Coker to keep the City Clerk as Secretary. The vote was as followed:

Ayes: President Rikki Wheeler, Director Lloyd J. Herrera, Director Nicholas Rice, Director James Coker, and Director Steele Arthur

Nays: None

Other: Director Chris L. Warford (Absent)

Approved

3. PROPOSED RESOLUTIONS

- a. **This proposed resolution approves the Baytown Crime Control and Prevention District's Investment Policy and Strategy Statement in accordance with the Public Funds Investment Act, Section 2256.005(e) for the addition of an investment officer.**

Director of Finance Victor Brownlees presented agenda item 3.a and stated that this item was purely an administrative one and that there were no proposed changes at this stage. As this item is merely to add the name of the city's Controller, Monio Mark, to the list of approved investment officers as Controller Mark has had as much required training under the Public Funds Investment Act as Director Brownlees, and would step in when Director Brownlees was not available.

A motion was made by Director James Coker, and seconded by Director Lloyd J. Herrera to approve Resolution No. 76. The vote was as followed:

Ayes: President Rikki Wheeler, Director Lloyd J. Herrera, Director Nicholas Rice, Director James Coker, and Director Steele Arthur

Nays: None

Other: Director Chris L. Warford (Absent)

Approved

RESOLUTION NO. 76

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT ADOPTING THE BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT'S INVESTMENT POLICY AND STRATEGY STATEMENT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

4. REPORTS

a. Presentation of the Baytown Crime Control and Prevention District Street Crime Unit and Commercial Vehicle Enforcement (CVE) statistical report.

Assistant Chief Mike Holden first introduced the new Chief of Police John Stringer. Chief Stringer introduced himself and thanked the district for all they do. Assistant Chief Holden then proceeded to provide the statistical report.

Assistant Chief Holden elaborated in light of Officer McAllister's zeros that it didn't mean he hadn't been working, but that he had yet to be certified. He was currently in Austin getting his certification in the CVE portion. Officer McAllister and Officer Filyaw is a Crime Control and Prevention District-funded Commercial Vehicle Enforcement ("CVE") officers. Officer Filyaw had only two months under his belt, but with the numbers he produced Assistant Chief Holden believed they were on track. Officer McAllister had been weight certified which was why numbers were present there.

For the fiscal year of 2021, Assistant Chief Holden relayed they had some retirements within the unit and were training new officers. Due to COVID, their numbers were lower than years past. Assistant Chief Holden hoped the numbers would rise with the return of Officer McAllister and Officer Schaefer who—though not CCPD-funded—was a CCPD officer. President Wheeler inquired if Officer Schaefer replaced Anna and Assistant Chief Holden answered yes.

Sergeant Henry had previously shared with Assistant Chief Holden that nineteen trucks were found to be overweight in August. Three were over 10,000 pounds. The highest was more than 15,000 pounds over allowable weight which could result in a maximum fine of \$5,000 if convicted for just that one. Assistant Chief Holden noted a lot of these weight violations were on major roadways, such as: Interstate-10, Highway 146, and Spur 330. Assistant Chief Holden then discussed the implications and safety issues of being overweight. He gave the example of breaking system failure. Assistant Chief Holden stated that one of the main points of the Commercial Motor Vehicle Enforcement wasn't just to enforce strict rules but to bring them into compliance. He explained these officers shared a lot of their time with the Commercial Motor Vehicle Industry in the Houston Area Chapter educating the drivers and companies to get them in to compliance. They awarded those who were going by correctly by giving them a Commercial Vehicle Safety Alliance ("CVSA") sticker acknowledged by the federal government.

Director Arthur commented that Louisiana had rolling weight areas that took measurements as they rolled through. He asked if that was feasible. Assistant Chief Holden responded that the State of Texas had not adopted that rolling weight enforcement as other states have, and he expanded a bit more on the role of CVE officers. President Wheeler asked if it was in the road to which Director Arthur answered that there was a meter below the concrete that weighed them as they're driving through with usually a DPS Trooper nearby. Assistant Chief Holden also noted it could check the speed. He additionally stated that Texas used the traditional method of putting them on scales and that it was one of the most reliable ways for enforcement.

Assistant Chief Holden continued on reporting on the street crimes unit and stated that they were three officers down and thirteen officers short for the entire Department. Assistant Chief Holden acknowledged that street crimes typically had more officers than on the presented list, and in spite of the shortage the numbers were good. He noted the street crimes unit - under the patrol division with the investigations unit, combining them to make an operations bureau were under one assistant chief. They were able to then share information between investigations and patrol more frequently. Assistant Chief Holden delivered a story on their narcotics units where they worked with the federal government to recover several kilos off the streets. He also shared they got with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and National Integrated Ballistic Information Network ("NIBIN") that tracks all guns and ammunition. Anytime they find shell casing within the city limits, they would send it to NIBIN in which they are then able to recover evidence of crimes not only in Baytown but in the greater Houston area. He additionally commented the street crimes unit was really progressing.

President Wheeler commented there were a lot of drivers put out of service under the CVE.

5. MANAGER'S REPORT

- a. The next Baytown Crime Control and Prevention District meeting is scheduled for Tuesday, January 11, 2022, at 4:30 P.M., in the Council Chamber located at City Hall, 2401 Market Street, Baytown, Texas 77520.**

Assistant General Manager Kevin Troller thanked Assistant Chief Holden, Director Brownlees and the finance staff, and Randall Strong for his years of service. Assistant General Manager Troller welcomed new member Director Nicholas Rice, and reminder of Board of their next meeting scheduled for January 11, 2022.

President Wheeler suggested an item on a future agenda to review the budget. Assistant General Manager Troller offered to add an item for one of their upcoming meetings to discuss and President Wheeler and the Board concurred.

6. ADJOURN

With there being no further business to discuss, President Wheeler adjourned the October 12, 2021, CCPD Board Regular Meeting at 4:48 P.M.

Angela Jackson, Secretary
City of Baytown



BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT

2. a.

Meeting Date: 01/11/2022

Agreement for Officers and Equipment with the City of Baytown

Prepared For: Trevor Fanning, Legal

Prepared By: Trevor Fanning, Legal

Information

ITEM

Consider a resolution authorizing the Agreement for Officers and Equipment with the City of Baytown.

PREFACE

This proposed resolution authorizes the Agreement for Officers and Equipment with the City of Baytown ("City").

Pursuant to the Agreement, the City will be responsible for managing various programs of the Baytown Crime Control and Prevention District ("CCPD"), including the Police Street Crimes Team, the Commercial Motor Carrier Enforcement Program and various equipment and technologies. CCPD provides funds for the City's continued employment of 14 patrol officers and one sergeant, as part of its public safety operations. Two of these patrol officers are assigned to DOT enforcement and the remaining 12 patrol officers make up the Street Crimes Team. The sergeant's position provides supervision and coordination of the activities of the team in the field. Under this agreement, the total sworn officers funded by CCPD will remain at 15; 14 patrol officers and one sergeant. Also, as in the prior contract, the proposed agreement also allows for a reimbursement to the City for a portion of the costs incurred by the City in administering the programs of the CCPD.

This agreement is similar to the previous agreement, to which the entities agreed in 2006, 2011, and 2016, and shall continue for a period of five years, which is the period for which the CCPD was continued by the voters in 2020. The City Council approved this agreement in its meeting held on December 9, 2021.

RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year: FY 22-24

Acct Code: various

Source of Funds (Operating/Capital/Bonds): Operating

Funds Budgeted Y/N: Y

Amount Needed:

Fiscal Impact (Additional Information):

Attachments

Resolution - Interlocal with City of Baytown

Exhibit A - Interlocal Agreement

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN
CRIME CONTROL AND PREVENTION DISTRICT AUTHORIZING AND
DIRECTING THE PRESIDENT TO EXECUTE AND THE SECRETARY TO
ATTEST TO AN INTERLOCAL AGREEMENT FOR OFFICERS AND
EQUIPMENT WITH THE CITY OF BAYTOWN; AND PROVIDING FOR THE
EFFECTIVE DATE THEREOF.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BAYTOWN CRIME
CONTROL AND PREVENTION DISTRICT:

Section 1: That the Board of Directors of the Baytown Crime Control and Prevention District hereby authorizes and directs the President to execute and the Secretary to attest to an Interlocal Agreement for Officers and Equipment with the City of Baytown. A copy of such agreement is attached hereto as Exhibit "A", and is incorporated herein for all intents and purposes.

Section 2: This resolution shall take effect immediately from and after its passage by the Board of Directors of the Baytown Crime Control and Prevention District.

INTRODUCED, READ and PASSED by the affirmative vote of the Board of Directors of the Baytown Crime Control and Prevention District this the 11th day of January, 2022.

RIKKI WHEELER, President

ATTEST:

ANGELA JACKSON, Secretary

APPROVED AS TO FORM:

TREVOR FANNING, Interim General Counsel

Exhibit "A"

AGREEMENT FOR PATROL OFFICERS AND EQUIPMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement for Patrol Officers and Equipment (the "Agreement") is made by and between the CITY OF BAYTOWN, a municipal corporation located in Harris and Chambers Counties, Texas, (the "City") and the BAYTOWN 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 and Chambers Counties, Texas, (the "District"). For and in consideration of the mutual covenants herein contained, it is agreed as follows:

Section 1. Representations and Warranties of District.

- a) The District is engaged in an on-going effort to provide new resources to fight crime and enhance public safety throughout the City.
- b) The District covenants that it shall actively work to productively coordinate its activities with the City in an effort to reduce duplication of services.
- c) The District represents and warrants that it has been properly created and is duly authorized pursuant to the Act to enter into this Agreement.

Section 2. Description of Programs.

The City, with the assistance of the District as herein specified, agrees to develop, organize and manage the following programs, including entering into and administering all contracts incident thereto:

- a) *Street Crimes Team.* This program will maintain the employment of twelve (12) patrol officers and one (1) sergeant to increase the number of officers patrolling the streets of the City.
- b) *Commercial Motor Carrier Enforcement.* This program will maintain the employment of two patrol officers to perform increased inspections and enforcement of commercial vehicles traveling in the City
- c) *Technologies.* This program will maintain and support the body-worn camera program, in-car video and interview rooms, including the purchasing of equipment, data storage and repair/replacement of technologies.

- d) *Administration.* This program will provide reimbursement for a portion of the costs incurred by the City in administering the crime control and prevention programs.

Persons holding any of the positions referenced hereinabove, which are funded, in part, by the District's programs mentioned hereinabove, shall be employees of the City; and, therefore, subject to the City's personnel policies and procedures and entitled to the benefits offered by the City to other similarly situated employees, as determined by the City in its sole discretion. As such, the City shall be responsible for the supervision and control of such employees.

Section 3. Program Reports.

The City shall prepare and submit to the District within 30 days after the end of each fiscal year during the term of this Agreement a verbal or brief written report describing the services performed by the City pursuant to this contract during the previous year along with a summary of expenditures for the previous fiscal year.

Section 4. 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 listed in Section 2, the District shall provide the funds to the City for the actual costs of such programs for each year of the Agreement. Expenditures will be budgeted on an annual basis, and the District shall be responsible for the actual program costs.

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 quarterly 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.

Section 5. Term.

This Agreement shall be effective for a period commencing on the Effective Date, and ending five years after the date the District first levies taxes for District purposes as authorized pursuant to its continuation election held on November 3, 2020, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time.

Section 6. Termination for Cause.

A party may terminate its performance under this contract only upon default by the other party. Default by a party shall occur if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to terminate all or part of its obligations under this contract as of the 30th day following the receipt by the defaulting party of a notice describing such default and intended termination, provided: (1) such termination shall be ineffective if within said 30-day period the defaulting party cures the default, or (2) such termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.

Upon the termination of this Agreement, both parties shall be relieved of their respective obligations herein stated. This Agreement shall not be subject to termination for convenience.

Section 7. Force Majeure.

Any prevention, delay, nonperformance, or stoppage due to any of the following causes shall excuse nonperformance for the period of any such prevention, delay, nonperformance, or stoppage, except the obligations imposed by this Agreement for the payment of funds allocated for the District's programs. The causes referred to above are strikes, lockouts, labor disputes, failure of power, acts of God, acts of public enemies of this State or of the United States, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, governmental restrictions or regulations or controls, casualties or other causes beyond the reasonable control of the party obligated to perform.

Section 8. Refund and Payment upon Termination.

Upon termination of this Agreement pursuant to Section 6 hereof due to an uncured default by the City, the City hereby agrees to refund all unexpended, unappropriated monies previously paid by the District to the City pursuant to this Agreement. If at the time of termination the District owes the City monies, the District shall remit to the City the appropriate amount computed as of the effective date of the termination.

Section 9. Parties in Interest.

This contract shall bind and benefit the City and the District and shall not bestow any rights upon any third parties.

Section 10. Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce, by an

appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 11. Compliance with Applicable Laws.

The parties hereto shall comply with all rules, regulations, and laws of the United States of America, the State of Texas, and all laws, regulations, and ordinances of the City of Baytown as they now exist or may hereafter be enacted or amended.

Section 12. Choice of Law; Venue.

This contract is subject to and shall be construed in accordance with the laws of the State of Texas, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction. This contract is performable in Harris County, Texas.

Section 13. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party:

District
Baytown Crime Control and Prevention District
Attn: President, Board of Directors
P.O. Box 424
Baytown, TX 77522
Fax: (281) 420-6586

City
City of Baytown
Attn: City Manager
P.O. Box 424
Baytown, TX 77522-0424
Fax: (281) 420-6586

Section 14. Audits.

The City and the District may, at any reasonable time, conduct or cause to be conducted an audit of the other parties' records and financial transactions. The cost of said audit will be borne

by the entity requesting the audit. The City and the District shall make available all of its records in support of the audit.

Section 15. Ambiguities.

In the event of any ambiguity in any of the terms of this contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 16. Captions.

The captions of the sections and subsections, if any, of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part or parts of this Agreement.

Section 17. Entire Agreement.

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

Section 18. Assignment or Transfer of Rights or Obligations.

The City shall not sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part without prior written consent of the District.

Section 19. Severability.

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Section 20. Authority.

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 Agreement on the ____ day of _____, 2022 ("Effective Date"), in multiple copies, each of which shall be an original.

CITY OF BAYTOWN

**BAYTOWN CRIME CONTROL AND
PREVENTION DISTRICT**

RICHARD L. DAVIS, City Manager

RIKKI WHEELER, President

ATTEST:

ATTEST:

ANGELA JACKSON, City Clerk

ANGELA JACKSON, Secretary

R:\Karen Horner\Documents\Files\City Council\Crime Control & Prevention District\Contracts\2022\Agreement4Officers.doc



BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT

2. b.

Meeting Date: 01/11/2022

Budget amendment regarding the purchase of eighteen (18) license plate recognition cameras

Prepared For: John Stringer, Police

Prepared By: Shawn Fischer, Police

Information

ITEM

Consider a resolution approving an amendment to the Baytown Crime Control and Prevention District FY2021-2022 budget to reprogram funds for the sole source purchase of eighteen (18) license plate recognition cameras (LPR) and installation from Flock Group Inc., d/b/a Flock Safety.

PREFACE

This proposed resolution approves an amendment to the Baytown Crime Control and Prevention District FY2021-2022 budget to reprogram funds from the contingency/new initiatives (20601-99002) to machinery & equipment (20601-73042) for the sole source purchase of eighteen (18) license plate recognition cameras (LPR) and installation from Flock Group Inc., d/b/a Flock Safety, in the amount of \$49,500.

License plate recognition cameras are a force multiplier that can create a virtual gate around the city. The fixed cameras will be strategically placed at intersections around the city to assist Officers in the recovery of stolen vehicles, wanted/missing persons, and criminal investigations.

RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year: 2022
Acct Code: 20601-73042
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: N
Amount Needed: \$49,500

Fiscal Impact (Additional Information):

Reprogram funds from the contingency/new initiatives (20601-99002) to machinery & equipment (20601-73042)

Attachments

Resolution - Budget Transfer

Exhibit A - Budget Transfer Form

Flock Safety Quote

Flock Safety Sole Source Letter

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT AMENDING THE BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT'S FISCAL YEAR 2021-2022 BUDGET BY REPROGRAMMING FORTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$49,500.00) FROM CONTINGENCY/NEW INITIATIVES (20601-99002) TO MACHINERY & EQUIPMENT (20601-73042) FOR THE PURCHASE OF EIGHTEEN (18) LICENSE PLATE RECOGNITION (LPR) CAMERAS AND INSTALLATION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT:

Section 1: That subject to the approval by the City Council of the City of Baytown, the Board of Directors of the Baytown Crime Control and Prevention District hereby amends the Baytown Crime Control and Prevention District's Fiscal Year 2021-2022 Budget by reprogramming FORTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$49,500.00) from Contingency/New Initiatives (20601-99002) to Machinery & Equipment (20601-73042) for the purchase of eighteen (18) license plate recognition (LPR) cameras and installation, as more particularly described in Exhibit "A", which is attached hereto and incorporated herein for all intents and purposes.

Section 2: This resolution shall take effect immediately from and after its passage by the Board of Directors of the Baytown Crime Control and Prevention District.

INTRODUCED, READ and PASSED by the affirmative vote of the Board of Directors of the Baytown Crime Control and Prevention District on this the 11th day of January, 2022.

RIKKI WHEELER, President

ATTEST:

ANGELA JACKSON, Secretary

APPROVED AS TO FORM:

TREVOR FANNING, Interim General Counsel

EXHIBIT "A"

BUDGET APPROPRIATION TRANSFER

FISCAL YEAR 10/1/2021 thru 9/30/2022

DATE: 1/6/2022

Period 4

FUND CCPD

ORG/DIVISION 20601

CONTROL NUMBER _____

Include in End of Year Budget Amendment ☐
Transfers Out - Journal Entry ☐

TRANSFER FROM:

DIVISION NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT BUDGET AMOUNT	AVAILABLE BALANCE	TRANSFER AMOUNT	ADJUSTED BUDGET AMOUNT
20601	99002	contingency/new initiatives	125,339.89	125,339.89	(49,500)	75,839.89
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-

TRANSFER TO:

20601	73042	machinery & equipment	zero	zero	49,500.00	49,500.00
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-

EXPLANATION:

NOTE: ALL Budget Transfers must provide the following explanations.

1 Explain why there will be savings in the account transferring "From".

2 Explain the reason of the transfer.

Transfer funds from 20601-99002 contingency/new initiatives to 20601-73042 machinery & equipment for the purchase of 18 license plate recognition cameras.

Lt. Shawn Fischer 1/6/2022
Requested By: _____ Date

Director of Finance _____ Date

Audited By: _____ Date

City Manager/Deputy City Manager/Asst. City Manager _____ Date
(If applicable)

Entered By: _____ Date

flock safety

Created Date 12/3/2021

Expiration Date 1/31/2022

Quote Number 00000333

Prepared By Cait Ruske

Phone 2104004222

Email caitlin.ruske@flocksafety.com

Bill To Name TX - Baytown PD

Product	Description	List Price	Sales Price	Quantity	Total Price
Flock Falcon Camera	Camera for evidence + real-time alerts to police. Used for high traffic areas	\$2,500.00	\$2,500.00	18.00	\$45,000.00
Implementation Fee	Camera Implementation Fee	\$250.00	\$250.00	18.00	\$4,500.00

Total Price \$49,500.00

Recurring Total \$45,000.00

flock safety

Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Patented Vehicle Fingerprint Technology:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage

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- Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots, screeching tires, glass breaking, gunshots, sawing metal)
5. Partnerships:
- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon’s Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety’s Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
6. Warranty & Service:
- Lifetime maintenance and support included in subscription price
 - Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
 - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety



BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT

2. c.

Meeting Date: 01/11/2022

Budget amendment regarding the purchase of seventeen (17) Modular Advanced Weapon Lasers

Prepared For: John Stringer, Police

Prepared By: Shawn Fischer, Police

Information

ITEM

Consider a resolution approving an amendment to the Baytown Crime Control and Prevention District FY2021-2022 budget to reprogram funds for the purchase of seventeen (17) B.E Meyers MAWL-DA (Modular Advanced Weapon Laser – Direct Action) IR/visible laser systems for the Baytown Police SWAT team from Down Range Thermal, through the competitive bid process.

PREFACE

This proposed resolution approves an amendment to the Baytown Crime Control and Prevention District FY2021-2022 budget to reprogram funds from the contingency/new initiatives (20601-99002) to machinery & equipment (20601-73042) for the purchase of seventeen (17) B.E Meyers MAWL-DA (Modular Advanced Weapon Laser – Direct Action) IR/visible laser systems for the Baytown Police SWAT team from Down Range Thermal, through the competitive bid process in the amount of \$47,583.

The MAWL-DA is a high power infrared and visible green aiming and illumination laser for individual carbines. Designed to address the shortcomings of common laser devices in use with both military and law enforcement, the MAWL incorporates cutting edge VCSEL technology which eliminates the current problem of inconsistent and granular, speckled illumination. This unparalleled beam quality is leveraged with multiple modes of divergence and power, based on the ideal settings for any operational environment, which will enhance the SWAT teams abilities during low light operations.

RECOMMENDATION

Staff recommends approval

Fiscal Impact

<u>Fiscal Year:</u>	2022
<u>Acct Code:</u>	20601-73042
<u>Source of Funds (Operating/Capital/Bonds):</u>	Operating
<u>Funds Budgeted Y/N:</u>	N
<u>Amount Needed:</u>	\$47,583
<u>Fiscal Impact (Additional Information):</u>	

Reprogram funds from the contingency/new initiatives (20601-99002) to machinery & equipment
(20601-73042)

Attachments

Resolution - Budget Transfer

Exhibit A - Budget Transfer Form

DRT quote

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT AMENDING THE BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT'S FISCAL YEAR 2021-2022 BUDGET BY REPROGRAMMING FORTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-THREE AND NO/100 DOLLARS (\$47,583.00) FROM CONTINGENCY/NEW INITIATIVES (20601-99002) TO MACHINERY & EQUIPMENT (20601-73042) FOR THE PURCHASE OF SEVENTEEN (17) B.E. MEYERS MAWL-DA (MODULAR ADVANCED WEAPON LASER - DIRECT ACTION) IR/VISIBLE LASER SYSTEMS FOR THE BAYTOWN POLICE SWAT TEAM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT:

Section 1: That subject to the approval by the City Council of the City of Baytown, the Board of Directors of the Baytown Crime Control and Prevention District hereby amends the Baytown Crime Control and Prevention District's Fiscal Year 2021-2022 Budget by reprogramming FORTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-THREE AND NO/100 DOLLARS (\$48,583.00) from Contingency/New Initiatives (20601-99002) to Machinery & Equipment (20601-73042) for the purchase of seventeen (17) B.E. Meyers MAWL-DA (Modular Advanced Weapon Laser-Direct Action) IR/visible laser systems for the Baytown Police SWAT Team, as more particularly described in Exhibit "A", which is attached hereto and incorporated herein for all intents and purposes.

Section 2: This resolution shall take effect immediately from and after its passage by the Board of Directors of the Baytown Crime Control and Prevention District.

INTRODUCED, READ and PASSED by the affirmative vote of the Board of Directors of the Baytown Crime Control and Prevention District on this the 11th day of January, 2022.

RIKKI WHEELER, President

ATTEST:

ANGELA JACKSON, Secretary

APPROVED AS TO FORM:

TREVOR FANNING, Interim General Counsel

EXHIBIT "A"

BUDGET APPROPRIATION TRANSFER

FISCAL YEAR 10/1/2021 thru 9/30/2022

DATE: 1/6/2022

Period 4

FUND CCPD

ORG/DIVISION 20601

CONTROL NUMBER _____

Include in End of Year Budget Amendment ☐
Transfers Out - Journal Entry ☐

TRANSFER FROM:

DIVISION NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT BUDGET AMOUNT	AVAILABLE BALANCE	TRANSFER AMOUNT	ADJUSTED BUDGET AMOUNT
20601	99002	contingency/new initiatives	125,339.89	75,839.00	(47,583)	28,256.00
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-

TRANSFER TO:

20601	73042	machinery & equipment	zero	49,500.00	47,583.00	97,083.00
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-

EXPLANATION:

NOTE: ALL Budget Transfers must provide the following explanations.

1 Explain why there will be savings in the account transferring "From".

2 Explain the reason of the transfer.

Transfer funds from 20601-99002 contingency/new initiatives to 20601-73042 machinery & equipment for the purchase of 17 MAWL-DA

laser systems for the Baytown SWAT team.

Lt. Shawn Fischer 1/6/2022
Requested By: _____ Date

Director of Finance _____ Date

Audited By: _____ Date

City Manager/Deputy City Manager/Asst. City Manager _____ Date
(If applicable)

Entered By: _____ Date



QUOTE FROM DRT

Down Range Thermal
9401 east highway 71
Spicewood, Texas 78669
United States

512-699-9510
www.downrangethermal.com

BILL TO
Baytown TX PD
city of baytown
po box 424
baytown, Texas 77522
United States

Robert.Scott@baytown.org

SHIP TO
Baytown TX PD
3200 North Main Street
Baytown, Texas 77521
United States

Estimate Number: 01297

Estimate Date: October 22, 2021

Expires On: December 30, 2021

Grand Total (USD): \$47,583.00

Product	Quantity	Price	Amount
BE MEYERS 00859NT B.E. Meyers MAWL-DA	17	\$2,799.00	\$47,583.00

Total: \$47,583.00

Grand Total (USD): \$47,583.00



**BAYTOWN CRIME CONTROL AND
PREVENTION DISTRICT**

3. a.

Meeting Date: 01/11/2022

CCPD Street Crime Unit and Commercial Vehicle Enforcement (CVE) Statistical Report

Prepared For: John Stringer, Police

Prepared By: Raquel Martinez, City Clerk's Office

Information

ITEM

Presentation of the Baytown Crime Control and Prevention District Street Crime Unit and Commercial Vehicle Enforcement (CVE) statistical report.

PREFACE

The Board will receive a presentation from the Police Department of the Baytown Crime Control and Prevention District Street Crime Unit and Commercial Vehicle Enforcement (CVE) statistical reports.

RECOMMENDATION

Attachments

CVE Statistics

Baytown Police Department Commercial Vehicle Enforcement Unit Monthly Activity Report

December-21

Activity	Current Month	October to Date
Level 1 Inspections	29	68
Level 2 Inspections	22	101
Level 3 & 5 Inspections	0	0
Total Number of Inspections	51	169

Hazardous Material Load Inspections (includes all levels)	0	0
Out of Service Violations - Vehicles	44	159
Out of Service Violations - Drivers	1	9
CVE Citations Issued for Violations	20	98
CVE Warnings Issued for Violations	146	446
CVSA Safety Decals Issued	6	6
Maximum Possible Fines	\$ 4,290	\$ 45,505

Weight-Related Citations Issued	1	23
Weight-Related Warnings Issued	1	26

Holidays, Weather, 1 officer off for most of the month on vacation, 1 officer in training, 1 officer providing the training.

Level 3 Inspection: A check of the driver only, to see that they meet the requirements of the Texas Commercial Drivers License Laws as well as the requirements of the FMCSR. This includes the proper class of Commercial drivers license, DOT medical certificate (if required), a properly completed log book (if required), proof of liability insurance and proper random drug and alcohol testing.

Level 2 Inspection: A walk-around inspection of the CMV to see that it meets the requirements of the FMCSR. This includes the above driver check plus a walk-around check of the required lighting, load securement, tires and other related items.

Level 1 Inspection: A complete North American Standard Driver/Vehicle check. This includes both above levels with a check of the brake system, frame support, coupling devices, steering, suspension and related items. The truck is completely gone over, to include crawling under the truck to inspect some items. These items must meet the requirements of the FMCSR.