



Sherry Garrison, Council Position 1
TJ Haight, Council Position 2
Tommy Ginn, Council Position 3

Bill Patterson, Council Position 4
Ron Martin, Council Position 5
Georgette Ford, Council Position 6

James Stokes, City Manager
Gary Jackson, Assistant City Manager

Jerry Mouton Jr., Mayor

Angela Smith, City Secretary
Jim Fox, City Attorney

Ordinance #4327

Resolution #2202-05

CALL TO ORDER

The 1809th meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

COMMENTS FROM AUDIENCE

The Mayor shall call upon those who have registered to address Council in the order registered. There is a five minute time limit . A registration form is available in the Council Chambers and citizens must register by 7:25 p.m.

PRESENTATIONS

1. Special Presentation - Recognition of 2022 participants of the Volunteers in Parks and Recreation Program. (VIPAR)

[PRE 22-035](#)

Recommended Action: Applause

2. Recognition of the Deer Park 7U Pinto All Stars nabbing the Pony World Series Title.

[PRE 22-026](#)

CONSENT CALENDAR

3. Approval of minutes of workshop meeting on July 19, 2022.

[MIN 22-073](#)

Recommended Action: Approval

Attachments: [CC_MW_071922](#)

4. Approval of minutes of regular meeting on July 19, 2022.

[MIN 22-074](#)

Recommended Action: Approval

Attachments: [CC_MR_071922](#)

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

5. Approval of minutes of special meeting on July 26, 2022.

[MIN 22-075](#)

Recommended Action: Approval

Attachments: [CC MS 072622](#)

6. Acceptance of completion of the Phase 1 Hike and Bike Trail Project" from X Street to P Street and release of final payment and retainage to Moran Construction, LLC. (Type B Funded Project).

[ACT 22-028](#)

Recommended Action: Recommendation is to accept the completion of the Phase 1 Hike and Bike Trail Project" from X Street to P Street and release of final payment and retainage to Moran Construction, LLC.

Attachments: [Final Completion Notice](#)
[3790-19A app no. 006 notarized](#)

7. Approval of tax refund to Judy Hildreth in the amount of \$535.99 due to an overpayment.

[TAXR](#)
[22-006](#)

Recommended Action: Approve the tax refund to Judy Hildreth.

Department: Finance

8. Acceptance of the Deer Park Community Development Corporation's quarterly report for the period of April 1, 2022 - June 30, 2022.

[RPT 22-040](#)

Recommended Action: Accept the Deer Park Community Development Corporation's quarterly report for the period of April 1, 2022 - June 30, 2022.

Department: City Manager's Office, Finance and Parks & Recreation

Attachments: [3rdQ Report -FY22.07.22 \(cumulative\)](#)

NEW BUSINESS

9. Consideration of and action on entering into a mutual agreement with Deer Park ISD for facility usage for the 2022-2023 academic school year.

[AGR 22-040](#)

Recommended Action: Recommendation is to approve entering into a mutual agreement with Deer Park ISD for facility usage for the 2022-2023 academic school year.

Attachments: [City - DPISD Facility Usage Agreement \(2022-20223\) Final \(1\)](#)

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

10. Consideration of and action on an agreement to renew the School Resource Officers (SRO)/Crossing Guard Inter-Local Agreement with the Deer Park Independent School District (DPISD) for the 2022/2023 school year. [AGR 22-033](#)

Recommended Action: City Council authorize the agreement with Deer Park ISD for four SRO officers and 18 Crossing Guard locations.

Attachments: [SRO Inter-local agreement](#)
[SRO and Crossing Guards Cost](#)

11. Consideration of and action on authorization to purchase parking lot lights for phase 2 parking at the Deer Park Soccer Complex from Musco Sports Lighting via the Buyboard Contract 592-19 (Type B Funded Project). [PUR 22-015](#)

Recommended Action: Recommendation is to authorize the purchase of parking lot lights for phase 2 parking at the Deer Park Soccer Complex from Musco Sports Lighting via the Buyboard Contract 592-19.

Attachments: [Deer Park Parking Buyboard Quote 213642](#)

12. Consideration of and action on ratifying an agreement with Cotton Global Disaster Solutions via the OMNIA Partners purchasing cooperative for supplemental work related to the rebuild after Fire #2 at the Battleground Golf Course Clubhouse. [AGR 22-037](#)

Recommended Action: Ratify the agreement with Cotton Global Disaster Solutions via the OMNIA Partners purchasing cooperative for supplemental work related to the rebuild after Fire #2 at the Battleground Golf Course Clubhouse.

Attachments: [Supplement to Construction Services Agreement 7-22-22](#)

13. Consideration of and action on the first supplement to the agreement between the City of Deer Park and the Deer Park Community Development Corporation for the construction of improvements. [AGR 22-036](#)

Recommended Action: Approve the first supplement to the agreement with the Deer Park Community Development Corporation (DPCDC) for the construction of improvements.

Attachments: [FIRST SUPPLEMENT TO AGREEMENT RE CONST OF IMPROVS](#)

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

14. Consideration of and action on a resolution approving a Notice of Intention to issue Certificates of Obligation for the construction of Deer Park Community Development Corporation (DPCDC) Type B funded improvements (Community/Recreation Center) as recommended by the (DPCDC). [RES 22-206](#)

Recommended Action: Approve a Notice of Intention to issue Certificates of Obligation for the construction of DPCDC Type B funded improvements (Community/Recreation Center) as recommended by the DPCDC.

Department: City Manager's Office

Attachments: [Notice of Intent Resolution -- Deer Park \(Series 2022 COs\)-8277596-v3 \(002\)](#)
[PROPOSED Series 2022 CO Debt Service Schedule](#)

15. Consideration of and action on an ordinance for the cash redemption of Certificates of Obligation, Series 2017. [ORD 22-060](#)

Recommended Action: Approve the cash redemption ordinance.

Attachments: [Cash Defeasance Ordinance \(2017 CO Term PP - DPCDC\) \(2022\)](#)

16. Consideration of and action on an ordinance authorizing the issuance of City of Deer Park, Texas Limited Tax Refunding Bonds, Series 2022; levying a tax in payment thereof; authorizing the redemption prior to maturity of certain outstanding obligations; providing for the award and sale of said bonds in accordance with certain parameters; and enacting other provisions relating thereto. [ORD 22-063](#)

Recommended Action: Approve the ordinance authorizing the issuance of City of Deer Park, Texas Limited Tax Refunding Bonds, Series 2022 and providing for the award and sale of said bonds in accordance with the parameters specified therein.

Department: City Manager's Office and Finance

Attachments: [City of Deer Park - Overview of Potential Refunding Opportunity \(7-19-22\)](#)
[Bond Ordinance \(Ltd Tax Ref Series 2022\)](#)

17. Consideration of and action on an ordinance amending the Fiscal Year 2021-2022 Community Development Corporation budget for cash defeasance of Certificates of Obligation, Series 2017. [ORD 22-062](#)

Recommended Action: Approve the budget amendment for the Community Development Corporation Fiscal Year 2021-2022 budget.

Attachments: [Ord - Amend Budget FY22 CDC - 2017 Defeasance](#)

ADJOURN

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

I, City Secretary, certify that a copy of the August 02, 2022 agenda was posted in the glass case outside City Hall convenient and accessible to the general public at all times and to the City's website at www.deerparktx.gov in compliance with Chapter 551, Texas Government Code.

Date and time posted _____

Date removed _____

*Angela Smith, TRMC
City Secretary*

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

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



Legislation Details (With Text)

File #: PRE 22-035 **Version:** 1 **Name:**
Type: Presentation **Status:** Agenda Ready
File created: 7/27/2022 **In control:** City Council
On agenda: 8/2/2022 **Final action:**
Title: Special Presentation - Recognition of 2022 participants of the Volunteers in Parks and Recreation Program. (VIPAR)

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
8/2/2022	1	City Council		

Special Presentation - Recognition of 2022 participants of the Volunteers in Parks and Recreation Program. (VIPAR)

Summary:

Danielle Finney, Recreation Specialist and Rene McBride, Recreation Supervisor, will be present to recognize the efforts of the 2022 participants of the City of Deer Park's VIPAR program. These youth volunteers donate hundreds of hours of service to the City each year, saving thousands of dollars in labor costs. Each volunteer will receive a certificate of appreciation from the City.

Fiscal/Budgetary Impact:

Funded by the Parks and Recreation Department General Fund

Applause



Legislation Details (With Text)

File #: PRE 22-026 **Version:** 1 **Name:**
Type: Presentation **Status:** Agenda Ready
File created: 7/12/2022 **In control:** City Council
On agenda: 8/2/2022 **Final action:**
Title: Recognition of the Deer Park 7U Pinto All Stars nabbing the Pony World Series Title.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Recognition of the Deer Park 7U Pinto All Stars nabbing the Pony World Series Title.

Summary: Deer Park 7U All Star Team won the Pony World Series recently. Amanda Martin and Coach Chris Martin will be in attendance.

Fiscal/Budgetary Impact:



Legislation Details (With Text)

File #: MIN 22-073 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 7/25/2022 **In control:** City Council
On agenda: 8/2/2022 **Final action:**
Title: Approval of minutes of workshop meeting on July 19, 2022.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_071922](#)

Date	Ver.	Action By	Action	Result
8/2/2022	1	City Council		

Approval of minutes of workshop meeting on July 19, 2022.

Summary:

Fiscal/Budgetary Impact:

Approval

MINUTES OF THE CITY COUNCIL WORKSHOP MEETING



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 JULY 19, 2022 BEGINNING AT 5:45 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON
SHERRY GARRISON
TJ HAIGHT
TOMMY GINN
BILL PATTERSON
RON MARTIN
GEORGETTE FORD

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES
GARY JACKSON
SONIA ACOSTA
ANGELA SMITH

CITY MANAGER
ASSISTANT CITY MANAGER
DEPUTY CITY SECRETARY
CITY SECRETARY

1. MEETING CALLED TO ORDER – Mayor Pro Tem Garrison called the workshop to order at 6:30 p.m.
2. COMMENTS FROM AUDIENCE – No comments received.
3. DISCUSSION OF ISSUES RELATING TO UPDATES RELATED TO THE PARKS AND RECREATION DEPARTMENT CAPRA ACCREDITATION – Assistant Parks and Recreation Director Jacob Zuniga gave an overview of the policies and procedures established by the National Parks and Recreation Department (NRPA) to continue the overall quality of operations, management and services for the Community.

Athletics / Aquatics Supervisor Debra Culp advised Council that accreditation is given when the progress from five (5) randomly picked standardized requirements are met by the Department.
4. PRESENTATION OF THE 2021 DEER PARK POLICE DEPARTMENT ANNUAL REPORT – Police Chief Greg Grigg advised Council that the 2021 Annual Police Report included the Department's programs and initiatives and also thanked Community Liaison

Shelia Plovanich for her hard work on the report. Chief Grigg commented, “It was a good year, but tougher than normal.”

5. DISCUSSION OF LIEN WAIVER REQUEST FROM MR. SAGI NIDAM – Mr. Asaf Bitton, representing Mr. Sagi Nidam, is requesting Council to waive some or all of the liens at the property on 234 E. First Street on the basis that the house was purchased in 2021 but had liens from 2018 totaling \$7,279.88. Mr. Bitton advised Council that at the time of purchase, it was unknown that there were liens on the property. Mr. Nidam is willing to pay for cost of the mowing liens that total \$1560 but is asking for the remaining \$5719.88 be waived.

After a lengthy discussion and explanation of the process of foreclosed homes with City Attorney Jim Fox, Council allowed Code Enforcement Officer Marsha Price to explain the pictures that were taken at the property, the condition of the property and the different price ranges of the cost for mowing at the property.

6. DISCUSSION OF DESIGN UPDATE FOR FIRE STATION #1, FIRE STATION #2 AND TRAINING ROOM – Director of Emergency Management Jamie Galloway gave an overview of the progress of Fire Station #1, Fire Station #2 and the Training room and presented Council with site plans, floor plans and a schedule for the design.
7. EXECUTIVE SESSION: BY AUTHORITY OF ARTICLE 6252-17 (SECTION 3 - E, F, AND G) V.A.T.S., AND THE OPEN MEETINGS ACT, THE COUNCIL MAY ADJOURN TO AN EXECUTIVE SESSION RELATED TO THE FOLLOWING ITEM(S): A. PERSONNEL (551.074) - PERFORMANCE EVALUATION OF CITY MANAGER – Mayor Mouton recessed the workshop meeting at 6:18 p.m. for an Executive Session.
8. RECONVENED – Mayor Mouton reconvened the workshop meeting at 7:28 p.m.
9. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:28 p.m.

ATTEST:

APPROVED:

Angela Smith, TRMC
City Secretary

Jerry Mouton Jr.,
Mayor



Legislation Details (With Text)

File #: MIN 22-074 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 7/25/2022 **In control:** City Council
On agenda: 8/2/2022 **Final action:**
Title: Approval of minutes of regular meeting on July 19, 2022.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_071922](#)

Date	Ver.	Action By	Action	Result
8/2/2022	1	City Council		

Approval of minutes of regular meeting on July 19, 2022.

Summary:

Fiscal/Budgetary Impact:

Approval

MINUTES OF THE CITY COUNCIL REGULAR MEETING



THE 1808th REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON JULY 19, 2022 AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON
SHERRY GARRISON
TOMMY GINN
TJ HAIGHT
BILL PATTERSON
RON MARTIN
GEORGETTE FORD

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
JIM FOX
ANGELA SMITH
SONIA ACOSTA

CITY MANAGER
ASSISTANT CITY MANAGER
CITY ATTORNEY
CITY SECRETARY
DEPUTY CITY SECRETARY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.
2. INVOCATION – The invocation was given by Councilman Patterson.
3. PLEDGE OF ALLEGIANCE – Councilman Haight led the Pledge of Allegiance to the United States Flag and led the Texas Flag Pledge.
4. COMMENTS FROM THE AUDIENCE – No comments received.
5. PROCLAMATION FOR PARKS AND RECREATION MONTH 2022 – Mayor Mouton recognized and presented Parks and Recreation Director Charlie Sandberg and Staff with a proclamation and proclaimed the month of July 2022 as National Parks and Recreation Month.

6. RECOGNITION OF EMPLOYEES OF THE SECOND QUARTER FOR FIELD, SUPPORT AND TEAM – Mayor Mouton recognized the employees of the Second Quarter for the Field Award to Public Works Deputy Building Official Greg Melching, Team Award to the Parks and Recreation Parks Crew Cody Barker and Armando Diaz Jr. and the Supervisor of the Quarter to Public Works Water & Sewer Maintenance Supervisor Tom Fuller.
7. CONSENT CALENDAR – Motion was made by Councilman Ginn and seconded by Councilman Haight to approve the consent calendar as follows:
 - a. Approval of minutes of budget workshop meeting on June 27, 2022.
 - b. Approval of minutes of regular meeting on July 5, 2022.
 - c. Acceptance of certification of the anticipated Tax Collection Rate.
 - d. Acceptance of the Quarterly Investment Report for the quarter ended June 30, 2022.
 - f. Authorization to proceed with the proposals from Cotton Global Disaster Solutions via the OMNIA Partners purchasing cooperative for restoration and reconstruction as a result of the 3rd fire at the Battleground Golf Course Clubhouse.
 - e. Acceptance of completion of the clearing and grubbing at Glenwood Park and release of final payment including retainage.Motion carried 7 to 0.
9. CONSIDERATION OF AND ACTION ON THE RENEWAL OF THE ANNUAL ROOF MAINTENANCE CONTRACT WITH TREMCO, INC. – Motion was made by Councilwoman Garrison and seconded by Councilman Haight to approve the renewal of the annual roof maintenance contract with Tremco, Inc. Motion carried 7 to 0.
10. CONSIDERATION OF AND ACTION ON THE REQUEST FOR A LIEN WAIVER FROM MR. SAGI NIDAM – Motion was made by Councilman Patterson and seconded by Councilman Martin to deny the request for a lien waiver from Mr. Sagi Nidam. Motion carried 7 to 0.
11. CONSIDERATION OF AND ACTION ON AN AMENDMENT TO THE AGREEMENT WITH LANDSCAPE PROFESSIONALS OF TEXAS FOR ANNUAL FUEL ADJUSTMENT COST – Motion was made by Councilman Ginn and seconded by Councilman Haight to amend the agreement with Landscape Professionals of Texas for annual fuel adjustment cost. Motion carried 7 to 0.

12. CONSIDERATION OF AND ACTION ON THE AUTHORIZATION TO PURCHASE FROM SKE, INC. THROUGH THE BUY BOARD COOPERATIVE PURCHASING PROGRAM TO PERFORM THE SHELL CITY SUBDIVISION WATERLINE REHABILITATION PROJECT – Motion was made by Councilwoman Garrison and seconded by Councilman Haight to authorize the purchase from SKE, Inc. through the Buy Board Cooperative Purchasing Program to perform the Shell City Subdivision Waterline Rehabilitation Project. Motion carried 7 to 0.
13. CONSIDERATION OF AND ACTION ON A ONE YEAR RENEWAL OF SENIOR SERVICES MEALS PROGRAM CONTRACT WITH KHSS VENTURES, INC. (DBA SKILLET’S RESTAURANT) – Motion was made by Councilman Patterson and seconded by Councilman Haight to approve a one year renewal of the Senior Services Meals Program contract with KHSS Ventures, Inc. (DBA Skillet’s Restaurant). Motion carried 7 to 0.
14. CONSIDERATION OF AND ACTION ON A RESOLUTION TO AMEND CHAPTER 7 OF THE PERSONNEL POLICY MANUAL OF THE CITY OF DEER PARK RELATING TO THE EMPLOYEE GRIEVANCE PROCEDURE – After a proposed resolution was read by caption, a motion was made by Councilman Martin and seconded by Councilman Patterson to adopt the Resolution No. 2202-03 on the first reading, captioned as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK REVISING THE PERSONNEL POLICY MANUAL OF THE CITY OF DEER PARK BY AMENDING CHAPTER 7, RELATING TO THE EMPLOYEE GRIEVANCE POLICY.

Motion carried 7 to 0.

15. CONSIDERATION OF AND ACTION ON AN ORDINANCE CALLING A PUBLIC HEARING ON THE PROPOSED FY 2022-2023 FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT BUDGET – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Haight to adopt Ordinance No. 4324 on first reading captioned as follows:

AN ORDINANCE OF THE CITY OF DEER PARK, TEXAS SETTING A DATE AND TIME FOR A PUBLIC HEARING ON THE CITY APPROVING THE FISCAL YEAR 2022-2023 BUDGET FOR THE FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT.

Motion carried 7 to 0.

16. CONSIDERATION OF AND ACTION ON AN ORDINANCE CALLING A PUBLIC HEARING ON THE PROPOSED FY 2022-2023 CRIME CONTROL PREVENTION DISTRICT BUDGET – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Haight to adopt Ordinance No. 4325 on first reading captioned as follows:

AN ORDINANCE OF THE CITY OF DEER PARK, TEXAS SETTING A DATE AND TIME FOR A PUBLIC HEARING ON THE CITY APPROVING THE FISCAL YEAR 2022-2023 BUDGET FOR THE CRIME CONTROL AND PREVENTION DISTRICT.

Motion carried 7 to 0.

17. ADJOURN – Mayor Mouton adjourned the meeting at 7:57 p.m.

ATTEST:

APPROVED:

Angela Smith, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: MIN 22-075 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 7/27/2022 **In control:** City Council
On agenda: 8/2/2022 **Final action:**
Title: Approval of minutes of special meeting on July 26, 2022.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MS_072622](#)

Date	Ver.	Action By	Action	Result
8/2/2022	1	City Council		

Approval of minutes of special meeting on July 26, 2022.

Summary:

Fiscal/Budgetary Impact:

Approval

CITY OF DEER PARK
710 EAST SAN AUGUSTINE STREET
DEER PARK, TEXAS 77536

Minutes

of

A SPECIAL 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
JULY 26, 2022, BEGINNING AT 5:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON	MAYOR
TJ HAIGHT	COUNCILMAN
TOMMY GINN	COUNCILMAN
BILL PATTERSON	COUNCILMAN
GEORGETTE FORD	COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES	CITY MANAGER
GARY JACKSON	ASSISTANT CITY MANAGER
ANGELA SMITH	CITY SECRETARY
SONIA ACOSTA	DEPUTY CITY SECRETARY

1. MEETING CALLED TO ORDER – Mayor Mouton called the special meeting to order at 5:30 p.m.
2. COMMENTS FROM THE AUDIENCE – No comments received.
3. SUBMISSION/PRESENTATION OF THE PROPOSED CITY OF DEER PARK FISCAL YEAR 2021-2022 BUDGET - City Manager James Stokes submitted the proposed FY 2022-2023 Budget to Council and to opened the floor to questions. No questions were asked.
4. CONSIDERATION OF AND ACTION ON AN ORDINANCE CALLING A PUBLIC HEARING ON THE PROPOSED CITY OF DEER PARK FISCAL YEAR 2020 - 2021 BUDGET – After a proposed ordinance was read by caption, motion was made by Councilman Patterson and seconded by Councilman Ginn to adopt Ordinance No. 4326, captioned as follows:

AN ORDINANCE OF THE CITY OF DEER PARK SETTING A DATE
AND TIME FOR A PUBLIC HEARING ON THE PROPOSED BUDGET
FOR THE YEAR BEGINNING OCTOBER 1, 2022 AND ENDING
SEPTEMBER 30, 2023.

Motion carried 5 to 0.

5. ADJOURN – Mayor Mouton adjourned the special meeting at 5:32 p.m.

ATTEST:

APPROVED:

Angela Smith, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: ACT 22-028 **Version:** 1 **Name:**

Type: Acceptance **Status:** Agenda Ready

File created: 7/27/2022 **In control:** City Council

On agenda: 8/2/2022 **Final action:**

Title: Acceptance of completion of the Phase 1 Hike and Bike Trail Project" from X Street to P Street and release of final payment and retainage to Moran Construction, LLC. (Type B Funded Project).

Sponsors:

Indexes:

Code sections:

Attachments: [Final Completion Notice](#)
[3790-19A app no. 006 notarized](#)

Date	Ver.	Action By	Action	Result
8/2/2022	1	City Council		

Acceptance of completion of the Phase 1 Hike and Bike Trail Project" from X Street to P Street and release of final payment and retainage to Moran Construction, LLC. (Type B Funded Project).

Summary:

Moran Construction, LLC has completed the construction and installation of the hike and bike trail from X street to P Street and is now ready for Council acceptance and release of final payment including retainage. The project was completed in the amount of \$399,977.50 This amount includes change orders include in the project.

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

Attached is a copy for the final payment application and notice of completion.

Fiscal/Budgetary Impact:

\$413,992.51	307-432-49420	Project #92	Type B - Hike and Bike Trail project
\$393,287.50	307-432-49420	Project #92	Moran Construction, LLC proposal
<u>6,690.00</u>	<u>307-432-49420</u>	<u>Project #92</u>	<u>Change order amount</u>
\$ 14,015.01	Estimated amount remaining in account (other professional services not included)		

Recommendation is to accept the completion of the Phase 1 Hike and Bike Trail Project" from X Street to P Street and release of final payment and retainage to Moran Construction, LLC.



Moran Construction, LLC.
281-757-7948
info@moranconstruction.com

Notice of Final Completion

July 22, 2022

Charlie Sandberg
City of Deer Park
710 E San Augustine St
Deer Park, TX 77536

Claudia Walker
Burditt Consultants, LLC.
310 Longmire Rd
Conroe, TX 77304

Reference: City of Deer Park Hike & Bike Trail phase 1

Notice is hereby given that the project located at the below address, has been completed. As of the date identified below, the project is at final completion. There are no punch list items or ongoing warranty work pending.

Project:

City of Deer Park Hike & Bike Trail phase 1

Address:

drainage easement behind 1902 Deervalley Dr, Deer Park, TX 77536 through drainage easement behind 2921 Parkglenn St, Deer Park, TX 77536

Description of work:

8' wide decomposed granite trail.

Date labor completed:

07/21/2022

Signed

Leticia Hernandez

Moran Construction, LLC

07/22/2022

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER: The City of Deer Park- Parks & Recreation 610 E. San Augustine Deer Park, TX 77536 FROM CONTRACTOR: Moran Construction, LLC. 8718 Maple Rapids Ln Humble, TX 77338	PROJECT: City of Deer Park Bike & Hike Trail phase 1 East X St. & Navajo Dr. Deer Park, TX 77536 VIA ARCHITECT: Burditt Consultants, LLC. 310 Longmire Road Conroe, TX 77304	APPLICATION NO: 006 PERIOD TO: 07/13/2022 CONTRACT FOR: bike & hike trail ph 1 CONTRACT DATE: 12/01/2021 PROJECT NOS: 3790-19A / /	Distribution to: OWNER <input checked="" type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
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CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 393,287.50
2. NET CHANGE BY CHANGE ORDERS	\$ 6,690.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 399,977.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 399,977.50
5. RETAINAGE:	
a. 5 % of Completed Work (Columns D + E on G703)	\$ 19,998.88
b. 5 % of Stored Material (Column F on G703)	\$ 0
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 19,998.88
6. TOTAL EARNED LESS RETAINAGE	\$ 379,978.62
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 379,978.62
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 19,998.88
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$2,820.00	\$
Total approved this month	\$3,870.00	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$6,690.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Leticia Hernandez

Date: 07/13/2022

State of: Texas

County of: Harris
 Subscribed and sworn to before
 me this 14th day of July

Notary Public: 5/3/2025
 My commission expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Legislation Details (With Text)

File #: TAXR 22-006 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 7/11/2022 **In control:** City Council
On agenda: 8/2/2022 **Final action:**
Title: Approval of tax refund to Judy Hildreth in the amount of \$535.99 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
8/2/2022	1	City Council		

Approval of tax refund to Judy Hildreth in the amount of \$535.99 due to an overpayment.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending: Judy Hildreth in the total amount of \$535.99 due to an overpayment on account # 104-769-000-0410.

Fiscal/Budgetary Impact: None.

Approve the tax refund to Judy Hildreth.



Legislation Details (With Text)

File #: RPT 22-040 **Version:** 1 **Name:**

Type: Report **Status:** Agenda Ready

File created: 7/20/2022 **In control:** City Council

On agenda: 8/2/2022 **Final action:**

Title: Acceptance of the Deer Park Community Development Corporation's quarterly report for the period of April 1, 2022 - June 30, 2022.

Sponsors: City Manager's Office, Finance, Parks & Recreation

Indexes:

Code sections:

Attachments: [3rdQ Report -FY22.07.22 \(cumulative\)](#)

Date	Ver.	Action By	Action	Result
8/2/2022	1	City Council		

Acceptance of the Deer Park Community Development Corporation's quarterly report for the period of April 1, 2022 - June 30, 2022.

Summary: Section 6.1 of the Corporation's bylaws states that the Board shall prepare a quarterly activity report, detailing the projects and work accomplished during the previous quarter. This report shall be reviewed by the Board by the end of the month following the end of each quarter and then submitted to City Council immediately thereafter. The attached report for the period of April 1, 2022 - June 30, 2022 has been approved by the Deer Park Community Development Corporation at its July 25, 2022 meeting.

Fiscal/Budgetary Impact:

N/A.

Accept the Deer Park Community Development Corporation's quarterly report for the period of April 1, 2022 - June 30, 2022.

Deer Park Community Development Corporation

Quarterly Report: April 1, 2022 – June 30, 2022

Meetings Conducted and Activities

April 4 – Discussion of Field and Parking Lighting for Athletic Complexes from Fund Balance – City staff

April 4 – Discussion of Type B Projects at the Monthly PARC Meeting

April 5 – Discussion on Mechanical, Electrical and Plumbing for New Community and Recreation Centers
– City Staff/BSW/ME consultants

April 5 – Discussion on IT implementation for new Community and Recreation Centers – City
Staff/BSW/ME consultants

April 5 – City Council Acceptance of Field Lighting for Girls Softball Complex

April 5 – City Council Acceptance of Field Lighting for Spencer View Complex

April 5 – City Council Acceptance of Field Lighting for Spencer View Complex Parking Lot

April 5 – City Council Award Proposal for CMAR for the Community and Recreation Center Projects

April 6 - Discussion with City Staff on Type B Fund Balances – City Staff

April 6 – Discussion of City Codes for the New Community and Recreation Centers City Staff

April 11 – Deer Park Community Development Budget review – City Staff

April 18 – Discussion of DPCDC Preliminary Budget - City Staff

April 18 – Discussion of New Parking Lot Project Budgets – City staff

April 19 – Construction Manager at Risk Kick-Off Meeting for Community Center and Recreation Center
Project – Durotech/BSW/City Staff

April 19 – City Council Awarding Bid for Glenwood Park Clearing and Grubbing Project to Soil Worx LLC.

April 20 – Discussion on Exterior Materials for New Community and Recreation Centers - City Staff/BSW

April 25 – Department Staff meeting on Future Operations of New Community and Recreation Centers –
City Staff

April 25 – DPCDC Quarterly Meeting – January – March 2022

April 27 – Second Discussion on IT implementation for New Community and Recreation Centers – City Staff/BSW

May 2- Discussion of Type B Projects at the Monthly PARC Meeting

May 3 – Meeting with Public Works on Soccer Parking Lot Project – City staff

May 3 – City Council Acceptance and Completion of the Purchase and Installation of Field Lighting for the Soccer Complex.

May 3 – City Council Acceptance of DPCDC Quarterly Report January – March 2022.

May 4 – Second Meeting on AV/Interior Materials for Community and Recreation Centers – City Staff/BSW

May 19 – Meeting with Musco Lighting on Parking Lot Projects for Soccer and Girls Softball – City Staff

June 13 - Discussion of Type B Projects at the Monthly PARC Meeting

June 15 – Meeting update on Community and Recreation Center Projects - City Staff/Durotech/BSW

June 21 – City Council authorization to Seek Competitive Sealed Proposals for the Additional Soccer Parking

June 30 – Meeting with Soil Worx LLC on Glenwood (Spencerview) Clearing and Grubbing Project

Financial

Debt Issued To-Date

- In an agreement between the City of Deer Park and the DPCDC, the City agreed to issue and sell certificates and the DPCDC agreed to make payments to the City in amounts sufficient to pay the principal of and interest on the certificates
- On May 9, 2015, the voters approved a dedicated 0.50% sales and use tax for the following projects, the costs of which were enumerated in the Proposition in an amount not exceed \$20,000,000 for the construction, renovation, acquisition, equipment and improvement of the projects, exclusive of the costs of financing. The funding for the \$18,000,000 of debt and \$2,000,000 of pay-as-you-go financing was approved for the following: Dow Park Pavilion, Hike and Bike Trail Development, Maxwell Center Expansion and Parking Lot, Girls Softball

Renovations at Youth Sports Complex, Deer Park Baseball Development and Renovation, Soccer Field Development, and Community Center and Gym Renovation and Expansion.

- \$9,450,000 Certificates of Obligation, Series 2016 issued February 16, 2016 through a private placement to Wells Fargo Bank via a competitive bidding process
- \$2,700,000 Certificates of Obligation, Series 2017 issued February 14, 2017 through a private placement to First National Bank Texas via a competitive bidding process
- \$5,850,000 authorized for the Community Center Expansion/Renovation will not be issued as the scope and cost of the necessary construction projects exceeds this amount.
- On May 1, 2021 the voters approved continuation of the dedicated 0.50% sales and use tax for the additional purchase of land, buildings, equipment, facilities, and improvements (including the operating and maintenance costs thereof) for the purpose of amateur sports, children's sports, athletic, entertainment and public park purposes and events, as well as any related infrastructure and improvements that enhance the same.
 - \$21,925,000 Certificates of Obligation, Series 2021 issued September 14, 2021 via a negotiated sale to provide the initial (partial) funding for the Community and Recreation Centers' construction projects, including the outdoor swimming pool bath-house replacement

Deer Park Community Development Corporation (Fund 850)

This fund records the sales tax revenues, operating expenditures, including bond issuance costs, and debt service payments.

Revenues:

- Sales & Use Tax Revenues:
 - 1Q (12/31/21) = \$289,353.79
 - 2Q (03/31/22) = \$949,503.08
 - 3Q (06/30/22) = \$1,031,379.12
 - Total Fiscal YTD = \$2,270,235.99*
- Investment Revenue:
 - 1Q (12/31/21) = \$818.04

2Q (03/31/22) = \$800.58

3Q (06/30/22) = \$926.61

Total Fiscal YTD = \$2,545.23

Total Fiscal YTD Revenues as of 06/30/22: \$2,272,781.22 (preliminary and unaudited)

Expenditures:

- Other Legal Fees

1Q (12/31/21) = \$0.00

2Q (03/31/22) = \$0.00

3Q (06/30/22) = \$193,876.40

Total Fiscal YTD = \$193,876.40

- Audit Fee

1Q (12/31/21) = \$0.00

2Q (03/31/22) = \$2,000.00

3Q (06/30/22) = \$0.00

Total Fiscal YTD = \$2,000.00

- Capital Expenditures

1Q (12/31/21) = \$0.00

2Q (03/31/22) = \$825,193.00

3Q (06/30/22) = \$143,605.98

Total Fiscal YTD = \$968,798.98

- Operating Transfers

1Q (12/31/21) = \$0.00

2Q (03/31/22) = \$0.00

3Q (06/30/22) = \$1,921,081.24

Total Fiscal YTD = \$1,921,081.24

Total Fiscal YTD Expenditures as of 06/30/22: \$3,085,756.62 (preliminary and unaudited)

Bond Fund – Certificates of Obligation (Fund 307)

This fund records the bond proceeds of the \$9,450,000 Certificates of Obligation, Series 2016 and the \$2,700,000 Certificates of Obligation, Series 2017 and all related capital project expenditures, including pay-as-you-go funding.

Revenues:

- Investment Revenue:

1Q (12/31/21) = \$25.68

2Q (03/31/22) = \$58.06

3Q (06/30/22) = \$441.37

Total Fiscal YTD = \$525.11

Total Fiscal YTD Revenues as of 06/30/22: \$525.11 (preliminary and unaudited)

Expenditures:

- Consulting Engineer Fee

1Q (12/31/21) = \$5,362.80

2Q (03/31/22) = \$0.00

○ Girls Softball = \$2,681.40 *

○ Soccer Field = \$2,681.40 *

Total Fiscal YTD = \$5,362.80

- Consulting Architect Fee

1Q (12/31/21) = \$142,409.01

2Q (03/31/22) = \$171,364.95

3Q (06/30/22) = \$688,263.01

○ Hike & Bike = \$7,085.00 *

○ Girls Softball = \$6,256.60 *

○ Soccer Field = \$6,256.60 *

○ Community Center = \$982,438.77 *

Total Fiscal YTD = \$1,002,036.97

- Capital Expenditures

1Q (12/31/21) = \$0.00

2Q (03/31/22) = \$128,111.23

3Q (06/30/22) = \$261,799.75

- Hike & Bike = \$128,111.23 *
- Baseball Fields = \$261,799.75 *

Total Fiscal YTD = \$389,910.98

Total Fiscal YTD Expenditures as of 06/30/22: \$1,397,310.75 (preliminary and unaudited)

* Pay-As-You Go Funded Projects; funding will be transferred from the DPCDC (Fund 850)

Bond Fund – Certificates of Obligation (Fund 308)

This fund records the bond proceeds of the \$21,925,000 Certificates of Obligation, Series 2021 and all related capital project expenditures.

Revenues:

- Investment Revenue:

1Q (12/31/21) = \$2,350.91

2Q (03/31/22) = \$5,320.19

3Q (06/30/22) = \$40,442.57

Total Fiscal YTD = \$48,113.67

Total Fiscal YTD Revenues as of 06/30/22: \$48,113.67 (preliminary and unaudited)

Expenditures:

- N/A

Total Fiscal YTD = \$0.00

Total Fiscal YTD Expenditures as of 06/30/22: \$0.00 (preliminary and unaudited)

Additional Funding

Certain project costs have or are expected to exceed the total amount appropriated by the authorized Type B funding. In response, the City Council has approved several budget amendments to provide the additional resources to fund these projects. The following reports the total amounts approved for the respective projects:

- Dow Park = \$231,119.00
- Maxwell Center = \$33,800.00
- Girls Softball = \$538,319.00
- Soccer Fields = \$396,247.00

Total Budget Amendments = \$1,199,485.00

Deer Park Community Development Corporation

Quarterly Report: January 1, 2022 – March 31, 2022

Meetings Conducted and Activities

January 4 – Approval by City Council to seek bids for clearing and grubbing services for Glenwood Park

January 7 – Parking lot discussion for Soccer and Softball – City Staff, Musco lighting

January 11 – Pre-Construction Meeting – City Staff, Moran Construction

January 13 – Community Center/Rec Center Discussion – City Staff, BSW

January 19 – Proposals for RFP for Community Center/Rec Center Due – City Staff

January 20 – Discussion regarding the CMAR interview process – City Staff

January 24- Discussion related to the design of the Dow Park Pool House – City Staff, BSW

January 24 – Regular DPCDC meeting – DPCDC, City Staff

January 27 – Discussion related to the Dow Park Pool and proposed new indoor pool – City Staff/BSW

February 1 – CMAR interview logistics meeting – City Staff

February 2 – CMAR Interview – Representatives from City Council, DPCDC, PARC, BSW and City Staff

February 3 – Type B Hike and Bike Trail meeting

February 9 – Discussion of pool audit – City staff

February 10 – Mandatory Pre-bid meeting for the Glenwood clearing and grubbing – City Staff

February 15 – City Council workshop – discussion of issues relating to the update on the CMAR for the Community Center/ Rec Center – City Council, City Staff

February 17 – Discussion about the Dow Park pool house renovations – City staff, BSW

February 22- Meeting regarding the design of the Community Center/ Rec Center – City staff, BSW,

March 1 – Discussion related to potential weight room equipment for Rec Center – City staff

March 1 – Rejection of bids and approval to rebid for the clearing and grubbing of Glenwood Park – City Council, City Staff

March 2 – Meeting with potential CMAR for contract discussions – City staff, Durotech

March 3 – Type B hike and bike trails update meeting – City staff, Moran Construction

March 10 – Soccer and Softball lot update meeting – City staff

March 16 - Meeting regarding the design of the Community Center/ Rec Center – City staff, BSW

March 18 – Type B hike and bike trails update meeting – City staff, Moran Construction

March 24 – Meeting related to the design of the Glenwood Bridge – City staff

Financial

Debt Issued To-Date

- In an agreement between the City of Deer Park and the DPCDC, the City agreed to issue and sell certificates and the DPCDC agreed to make payments to the City in amounts sufficient to pay the principal of and interest on the certificates
- On May 9, 2015, the voters approved a dedicated 0.50% sales and use tax for the following projects, the costs of which were enumerated in the Proposition in an amount not exceed \$20,000,000 for the construction, renovation, acquisition, equipment and improvement of the projects, exclusive of the costs of financing. The funding for the \$18,000,000 of debt and \$2,000,000 of pay-as-you-go financing was approved for the following: Dow Park Pavilion, Hike and Bike Trail Development, Maxwell Center Expansion and Parking Lot, Girls Softball Renovations at Youth Sports Complex, Deer Park Baseball Development and Renovation, Soccer Field Development, and Community Center and Gym Renovation and Expansion.
 - \$9,450,000 Certificates of Obligation, Series 2016 issued February 16, 2016 through a private placement to Wells Fargo Bank via a competitive bidding process
 - \$2,700,000 Certificates of Obligation, Series 2017 issued February 14, 2017 through a private placement to First National Bank Texas via a competitive bidding process
 - \$5,850,000 authorized for the Community Center Expansion/Renovation will not be issued as the scope and cost of the necessary construction projects exceeds this amount.

- On May 1, 2021 the voters approved continuation of the dedicated 0.50% sales and use tax for the additional purchase of land, buildings, equipment, facilities, and improvements (including the operating and maintenance costs thereof) for the purpose of amateur sports, children's sports, athletic, entertainment and public park purposes and events, as well as any related infrastructure and improvements that enhance the same.
 - \$21,925,000 Certificates of Obligation, Series 2021 issued September 14, 2021 via a negotiated sale to provide the initial (partial) funding for the Community and Recreation Centers' construction projects, including the outdoor swimming pool bath-house replacement

Deer Park Community Development Corporation (Fund 850)

This fund records the sales tax revenues, operating expenditures, including bond issuance costs, and debt service payments.

Revenues:

- Sales & Use Tax Revenues:

1Q (12/31/21) = \$288,403.19
2Q (03/31/22) = \$949,503.08

Total Fiscal YTD = \$1,238,856.87
- Investment Revenue:

1Q (12/31/21) = \$818.04
2Q (03/31/22) = \$800.58

Total Fiscal YTD = \$1,618.62

Total Fiscal YTD Revenues as of 03/31/22: \$1,240,475.49 (preliminary and unaudited)

Expenditures:

- Audit Fee

1Q (12/31/21) = \$0.00
2Q (03/31/22) = \$2,000.00

Total Fiscal YTD = \$2,000.00

- Capital Expenditures

1Q (12/31/21) = \$0.00

2Q (03/31/22) = \$825,193.00

Total Fiscal YTD = \$825,193.00

Total Fiscal YTD Expenditures as of 03/31/22: \$827,193.00 (preliminary and unaudited)

Bond Fund – Certificates of Obligation (Fund 307)

This fund records the bond proceeds of the \$9,450,000 Certificates of Obligation, Series 2016 and the \$2,700,000 Certificates of Obligation, Series 2017 and all related capital project expenditures, including pay-as-you-go funding.

Revenues:

- Investment Revenue:

1Q (12/31/21) = \$25.68

2Q (03/31/22) = \$58.06

Total Fiscal YTD = \$83.74

Total Fiscal YTD Revenues as of 03/31/22: \$83.74 (preliminary and unaudited)

Expenditures:

- Consulting Engineer Fee

1Q (12/31/21) = \$5,362.80

2Q (03/31/22) = \$0.00

○ Girls Softball = \$2,681.40 *

○ Soccer Field = \$2,681.40 *

Total Fiscal YTD = \$5,362.80

- Consulting Architect Fee

1Q (12/31/21) = \$142,409.01

2Q (03/31/22) = \$171,364.95

○ Hike & Bike = \$2,990.00 *

○ Girls Softball = \$6,256.60 *

○ Soccer Field = \$6,256.60 *

○ Community Center = \$298,270.76 *

Total Fiscal YTD = \$313,773.96

- Capital Expenditures

1Q (12/31/21) = \$0.00

2Q (03/31/22) = \$128,111.23

- Hike & Bike = \$128,111.23 *

Total Fiscal YTD = \$128,111.23

Total Fiscal YTD Expenditures as of 03/31/22: \$447,247.99 (preliminary and unaudited)

* Pay-As-You Go Funded Projects; funding will be transferred from the DPCDC (Fund 850)

Bond Fund – Certificates of Obligation (Fund 308)

This fund records the bond proceeds of the \$21,925,000 Certificates of Obligation, Series 2021 and all related capital project expenditures.

Revenues:

- Investment Revenue:

1Q (12/31/21) = \$2,350.91

2Q (03/31/22) = \$5,320.19

Total Fiscal YTD = \$7,671.10

Total Fiscal YTD Revenues as of 03/31/22: \$7,671.10 (preliminary and unaudited)

Expenditures:

- N/A

Total Fiscal YTD = \$0.00

Total Fiscal YTD Expenditures as of 03/31/22: \$0.00 (preliminary and unaudited)

Additional Funding

Certain project costs have or are expected to exceed the total amount appropriated by the authorized Type B funding. In response, the City Council has approved several budget amendments to provide the additional resources to fund these projects. The following reports the total amounts approved for the respective projects:

- Dow Park = \$231,119.00
- Maxwell Center = \$33,800.00

- Girls Softball = \$538,319.00
- Soccer Fields = \$396,247.00

Total Budget Amendments = \$1,199,485.00

Deer Park Community Development Corporation
Quarterly Report: October 1, 2021 – December 31, 2021

Meetings Conducted and Activities

October 13 – Staff Hike and Bike Work Slide Show

October 13 – Hike and Bike Committee Meeting to give update on Project

October 14 – Hike and Bike Review Proposal with Staff

October 19 – Hike and Bike Proposals Due

October 19 – Consideration and Authorization to Purchase Field Lights at City Council

October 19 – Spencer View Bridge Meeting Staff

October 25 – WebEx Meeting with Staff and Cenikor on Spencer View Bridge Project

October 25 - DPCDC Quarterly Meeting

October 25 – Deadline for Statements of Qualifications for the CMAR-1: City of Deer Park Community/Recreation Center Project

November 2 – Acceptance of DPCDC Quarterly Report @ City Council July – September 2021

November 2 – City Council Authorizes Moran Construction as the Construction Company for the Hike and Bike Trail Project.

November 16 – Joint Meeting with City Council and Staff on Schematic Design of the Community/Recreation Centers

November 16 – City Council Ratified the Committees top five selections of the CMAR

December 1 – Hike and Bike Front-End Documents sent to Moran Construction

December 7 – CMAR RFP authorized at City Council to be issued to the top five companies

Financial

Debt Issued To-Date

- In an agreement between the City of Deer Park and the DPCDC, the City agreed to issue and sell certificates and the DPCDC agreed to make payments to the City in amounts sufficient to pay the principal of and interest on the certificates

- On May 9, 2015, the voters approved a dedicated 0.50% sales and use tax for the following projects, the costs of which were enumerated in the Proposition in an amount not exceed \$20,000,000 for the construction, renovation, acquisition, equipment and improvement of the projects, exclusive of the costs of financing. The funding for the \$18,000,000 of debt and \$2,000,000 of pay-as-you-go financing was approved for the following: Dow Park Pavilion, Hike and Bike Trail Development, Maxwell Center Expansion and Parking Lot, Girls Softball Renovations at Youth Sports Complex, Deer Park Baseball Development and Renovation, Soccer Field Development, and Community Center and Gym Renovation and Expansion.
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 - \$2,700,000 Certificates of Obligation, Series 2017 issued February 14, 2017 through a private placement to First National Bank Texas via a competitive bidding process
 - \$5,850,000 authorized for the Community Center Expansion/Renovation will not be issued as the scope and cost of the necessary construction projects exceeds this amount.
- On May 1, 2021 the voters approved continuation of the dedicated 0.50% sales and use tax for the additional purchase of land, buildings, equipment, facilities, and improvements (including the operating and maintenance costs thereof) for the purpose of amateur sports, children's sports, athletic, entertainment and public park purposes and events, as well as any related infrastructure and improvements that enhance the same.
 - \$21,925,000 Certificates of Obligation, Series 2021 issued September 14, 2021 via a negotiated sale to provide the initial (partial) funding for the Community and Recreation Centers' construction projects, including the outdoor swimming pool bath-house replacement

Deer Park Community Development Corporation (Fund 850)

This fund records the sales tax revenues, operating expenditures, including bond issuance costs, and debt service payments.

Revenues:

- Sales & Use Tax Revenues:

1Q (12/31/21) = \$288,403.19

Total Fiscal YTD = \$288,403.19

- Investment Revenue:

1Q (12/31/21) = \$818.04

Total Fiscal YTD = \$818.04

- **Total Fiscal YTD Revenues as of 12/31/21: \$289,221.23 (preliminary and unaudited)**

Expenditures:

- N/A

Total Fiscal YTD = \$0.00

- **Total Fiscal YTD Expenditures as of 12/31/21: \$0.00 (preliminary and unaudited)**

Bond Fund – Certificates of Obligation (Fund 307)

This fund records the bond proceeds of the \$9,450,000 Certificates of Obligation, Series 2016 and the \$2,700,000 Certificates of Obligation, Series 2017 and all related capital project expenditures, including pay-as-you-go funding.

Revenues:

- Investment Revenue:

1Q (12/31/21) = \$25.68

Total Fiscal YTD = \$25.68

- **Total Fiscal YTD Revenues as of 12/31/21: \$25.68 (preliminary and unaudited)**

Expenditures:

- Consulting Engineer Fee

1Q (12/31/21) = \$5,362.80

- Girls Softball = \$2,681.40 *
- Soccer Field = \$2,681.40 *

Total Fiscal YTD = \$5,362.80

- Consulting Architect Fee

1Q (12/31/21) = \$142,409.01

- Hike & Bike = \$1,100.00 *
- Comm Ctr/Gym = \$141,309.01 *

Total Fiscal YTD = \$142,409.01

- ***Total Fiscal YTD Expenditures as of 12/31/21: \$147,771.81 (preliminary and unaudited)***

* Pay-As-You Go Funded Projects; funding will be transferred from the DPCDC (Fund 850)

Bond Fund – Certificates of Obligation (Fund 308)

This fund records the bond proceeds of the \$21,925,000 Certificates of Obligation, Series 2021 and all related capital project expenditures.

Revenues:

- Investment Revenue:

1Q (12/31/21) = \$2,350.91

Total Fiscal YTD = \$2,350.91

- ***Total Fiscal YTD Revenues as of 12/31/21: \$2,350.91 (preliminary and unaudited)***

Expenditures:

- N/A

Total Fiscal YTD = \$0.00

- ***Total Fiscal YTD Expenditures as of 12/31/21: \$0.00 (preliminary and unaudited)***

Additional Funding

Certain project costs have or are expected to exceed the total amount appropriated by the authorized Type B funding. In response, the City Council has approved several budget amendments to provide the additional resources to fund these projects. The following reports the total amounts approved for the respective projects:

- Dow Park = \$231,119.00
- Maxwell Center = \$33,800.00
- Girls Softball = \$538,319.00

- Soccer Fields = \$396,247.00

Total Budget Amendments = \$1,199,485.00



Legislation Details (With Text)

File #:	AGR 22-040	Version:	1	Name:	
Type:	Agreement	Status:		Agenda Ready	
File created:	7/27/2022	In control:		City Council	
On agenda:	8/2/2022	Final action:			
Title:	Consideration of and action on entering into a mutual agreement with Deer Park ISD for facility usage for the 2022-2023 academic school year.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City - DPIISD Facility Usage Agreement (2022-20223) Final (1)				

Date	Ver.	Action By	Action	Result
8/2/2022	1	City Council		

Consideration of and action on entering into a mutual agreement with Deer Park ISD for facility usage for the 2022-2023 academic school year.

Summary:

Deer Park ISD and the City of Deer Park staff have met and agreed upon the attached proposed facility usage agreement for the 2022-2023 academic school year.

The next step is consideration for approval by the City Council and the DPIISD Board of Trustees.

Please see attached document.

Fiscal/Budgetary Impact:

None

Recommendation is to approve entering into a mutual agreement with Deer Park ISD for facility usage for the 2022-2023 academic school year.

INTERLOCAL AGREEMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into by and between the **City of Deer Park, Texas** (the “City”), acting by and through its governing body, and the **Deer Park Independent School District** (the “District”), acting by and through its governing body. This Agreement is made pursuant to Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) to the extent it applies to this Agreement.

R E C I T A L S:

The Parties hereto recognize the benefits derived by residents, citizens, and taxpayers located within Deer Park, Texas, by having the City and the District provide usage of each entity’s facilities for certain events and activities.

Chapter 791 of the Texas Government Code authorizes Interlocal agreements between local governmental entities such as the City of Deer Park and the Deer Park Independent School District. Chapter 791 authorizes such entities to contract for governmental function services, section 791.011; including parks and recreation and other governmental functions in which the contracting parties are mutually interested.

The City of Deer Park, Texas and the Deer Park Independent School District find that entering into an Interlocal Agreement for parks and recreation and other governmental functions in which both parties are mutually interested serves a public purpose of the City of Deer Park and Deer Park Independent School District.

NOW, THEREFORE, the City of Deer Park, Texas, and the Deer Park Independent School District, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

T E R M S:

I.

The City and the District shall allow for the usage of each entity’s facilities for the provision of parks and recreation and other governmental functions. There shall be no expenses charged to either party for the usage of facilities outlined in this Agreement, except as otherwise noted within the Agreement.

II.

Facilities used are as follows:

- The City shall allow year round usage of the Battleground Golf Course by students participating in the Varsity and Jr. Varsity Golf Program of Deer Park High School. Usage shall include daily greens fees (excluding golf cart rental), use of the Course's practice holes, and driving range practice balls. Deer Park High School's Golf Coach shall be responsible for informing staff at the Battleground Golf Course of all students affiliated with the Deer Park High School Golf Program.
- **Provisions made to allow the DPISD Golf Team Tournament Play at no cost along with having the Golf Course available with no public interference.**
- The City shall allow the District no cost rentals of the Dow Park Pavilion, Jimmy Burke Activity Center, and Claude Burgess Center along with the City of Deer Park swimming pool.
- The City shall allow the District to enter for FREE in the annual sports challenge event hosted by the City of Deer Park.
- The City shall provide After School Programs for students of San Jacinto Elementary School, Deer Park Elementary School, Carpenter Elementary School, Dabbs Elementary School, Bonnette Junior High School and Deer Park Junior High School, .The District shall allow the City to utilize designated areas with the campuses of these respective schools for students to gather and wait until the City busses or vans can pick up and transport students off campus to the City's designated afterschool location.
- The City shall assist the District with Cross Country Meets by providing assistance, including but not limited to, location and equipment this shall occur on dates requested by the District, not less than (30) thirty days prior to the event.
- The City shall allow the District's High School Tennis Team to host tournaments at the Dow Park Tennis Facility. Usage shall take place on dates requested by the District, not less than (30) thirty days prior to the event.
- The City shall allow the District's High School Softball Team to host one (1) tournament at the Youth Sports Complex and permit gate fees. Usage shall take place on dates requested by the District, not less than (30) days prior to the event.
- The City shall allow the District's High School Soccer Team to host a tournament at the City Soccer facility(s). Usage shall take place on dates requested by the District, not less than (60) sixty days prior to the event.
- The City shall allow the District's High School Physics Class to use the Deer Park Municipal Swimming Pool for their annual Boat Regatta Competition. Usage shall take place on dates requested by the District, not less than (30) thirty days prior to the event.
- The District shall allow usage of the Clyde Abshier Football Stadium and the Deer Park High School – North Campus Stadium for up to eleven (11) consecutive Saturdays beginning August, 2021 and ending November, 2021 for football use by the Deer Park youth football program(s). This shall not include use of the press box(s) located on the west side of the stadium(s). The District may suspend this usage at any time for a duration to be determined by the District, should the District believe usage of the field/stadium might be harmful to the athletes and/or detrimental to the field/stadium. In the event this occurs, the District shall allow usage of another District-owned football field/stadium, or

the District may allow use of Clyde Abshier Stadium and the Deer Park High School – North Campus Stadium for a makeup game at a time determined by the District.

- The District shall allow usage of the auditorium at Deer Park High School – North Campus for the annual Dance Recital affiliated with the City of Deer Park’s Parks & Recreation Department. Usage shall take place on May 19 or May 26, 2023, unless an alternate date otherwise is requested by the City.
- The District shall allow usage of gymnasiums at Deer Park Jr. High School, Fairmont Junior High School and Bonnette Junior High School plus the practice fields of Deer Park High School – North Campus, for events associated with the City’s annual sports challenge. Usage shall take place on dates requested by the City, not less than (30) thirty days prior to the event.
- **The District shall allow usage of the Performance Arts Center during the Summer Months not less than (60) sixty days prior to the Event.**
- The District shall allow usage of gymnasiums at Bonnette Junior High School, Carpenter Elementary School, Deer Park Elementary School, San Jacinto Elementary School, Dabbs Elementary School, Deepwater Elementary, Fairmont Elementary, Deer Park Junior High School, Deepwater Junior High School and Fairmont Junior High School for practices and games associated with the City’s youth basketball program. Usage shall take place on dates requested by the City, not less than (30) thirty days prior to the event.
- The District shall allow usage of one gymnasium at Deer Park Junior High School and/or Bonnette Junior High School for sports camps associated with the City’s summer athletic program. Usage shall take place on dates requested by the City, not less than (30) thirty days prior to the event.
- The District shall allow usage of the natatorium at Deer Park High School – South Campus for lifeguard training classes. Usage shall occur on two (2) dates requested by the City, not less than (30) thirty days prior to the events.
- The District shall allow usage of the Deer Park High School – North Campus Stadium including all necessary track equipment to include but not be limited to restrooms, mats, hurdles, high bar, starter blocks, for events associated with the City’s Summer Track Program. Usage shall take place on dates requested by the City, not less than (30) thirty days prior to the event.
- The District shall allow usage of the gymnasiums at the Bonnette Junior High School, Deer Park Junior High School, Deepwater Junior High School, Fairmont Junior High School and North Campus High School for both youth and adult programming. Usage shall take place on dates requested by the City, not less than (30) thirty days prior to the event.

III.

Both the City and the District recognize the other entity exists to provide services to its constituents, primarily. Usage of the City’s facilities by the District, or the District’s facilities by the City, shall be secondary to each entity using its own facilities for its own core services and purposes. This agreement was intended to allow each entity to assist the other in mitigating costs associated with its delivering its programs and services. It is not intended to allow or create situations whereby one entity inconveniences the other’s delivery of its programs and services. To the extent this occurs, the City and the District shall work together to alleviate such circumstances

while retaining the spirit of this agreement. Once a reservation is approved by both entities, both entities shall provide at least a 72-hour written or communicated notice for cancelations.

IV.

Either entity shall retain the right to request payment from the other entity when the entity providing a facility incur costs which otherwise would be not incurred except because of the usage. When making such request, the requesting entity shall seek payment at reasonable rates, which recover reasonable costs associated with the affiliated activities of building usage. Such costs may include, but are not limited to, additional energy consumption and facility staffing. When requested, costs will be invoiced by the entity, which incurred the expense and paid within thirty (30) days by the entity, which used the other's facilities.

V.

Both entities recognize facility usage needs may arise at any time, when this occurs, either entity may request usage of the other's facilities at no cost. The City Manager of the City and the Superintendent of Schools of the District shall have the authority to honor such requests of the other.

VI.

Neither party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

The condition of the facilities and related equipment and items associated with usage is the sole responsibility of its owner. If damage occurs, the financial responsibility is the owner has and will be recovered through insurance acquired by the owner, or through other resources available to the owner. The other entity is not responsible for damage to facilities and related equipment or injury to any person, or for actions of the owner.

VII.

This agreement shall be valid through August 1, 2023. The governing body of either Party may terminate this agreement, provided the terminating Party has provided written prior notice to the other Party no less than (90) ninety days prior to any action taken to terminate this agreement.

VIII.

Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is deposited, enclosed in a wrapper with the proper postage affixed and duly certified, return-receipt requested, in a United States post office, addressed to the City of Deer Park or the Deer Park Independent School District at the following addresses:

To the District: Deer Park Independent School District
 Office of the Superintendent
 2800 Texas Ave.
 Deer Park, TX 77536

To the City: City of Deer Park, Texas
 Office of the Mayor
 710 E. San Augustine
 Deer Park, TX 77536

IX.

The parties shall observe and comply with all applicable federal, Texas, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement. In case any one or more provisions contained in this Agreement to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

X.

This agreement shall be construed in a manner consistent with Chapter 791 of the Texas Government Code, as may hereafter be amended.

XI.

Mandatory and exclusive venue of any dispute between the Parties to this agreement shall be in Harris County, Texas.

XII.

This Agreement is not intended to be an exclusive agreement, and each Party may enter into other similar agreements. Nothing in this Agreement shall be represented or construed to alter, supplant, or replace any other agreements.

IN WITNESS THEREOF, a duly authorized representative of the City of Deer Park, Texas, and on behalf of the Deer Park Independent School District by a duly authorized representative of the Deer Park Independent School District has executed this instrument on behalf of the City of Deer Park, Texas.

Attest/Seal:

CITY OF DEER PARK

By: _____

By: _____

Print Name: _____
City Secretary

Print Name: _____
Mayor

Date Signed: _____

Date Signed: _____

DEER PARK ISD

By: _____

By: _____

Print Name: _____

Print Name: _____
Board President

Date Signed: _____

Date Signed: _____



Legislation Details (With Text)

File #: AGR 22-033 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 7/18/2022 **In control:** City Council
On agenda: 8/2/2022 **Final action:**
Title: Consideration of and action on an agreement to renew the School Resource Officers (SRO)/Crossing Guard Inter-Local Agreement with the Deer Park Independent School District (DPISD) for the 2022/2023 school year.

Sponsors:

Indexes:

Code sections:

Attachments: [SRO Inter-local agreement](#)
[SRO and Crossing Guards Cost](#)

Date	Ver.	Action By	Action	Result
8/2/2022	1	City Council		

Consideration of and action on an agreement to renew the School Resource Officers (SRO)/Crossing Guard Inter-Local Agreement with the Deer Park Independent School District (DPISD) for the 2022/2023 school year.

The Deer Park Police Department is again seeking to continue its partnership and Inter-Local Agreement with DPISD for the 2022/2023 school year to provide four (4) School Resource Officers (SROs) and Crossing Guard services for 18 DPISD - Crossing Guard locations within the city limits of Deer Park for DPISD students. The overall anticipated cost to be shared is \$741,697.87. Note: The attached spreadsheet has the new pay rate of the SROs, which will include the incoming (October 2022) 4% increase in salary. In addition, the spreadsheet also has an adjusted 20% increase in fuel/vehicle maintenance. Equipment and training has remained the same. The Crossing Guard rates have remained the same and there were no changes.

The Police Department is seeking another year of an inter-local agreement with the Deer Park ISD to fund four School Resource Officers and 18 Crossing Guard locations.

Officer Wages +Benefits + training and equipment = \$561,285.54

DPISD cost = 70% or \$392,899.88

City of Deer Park cost = 30% or \$168,385.66

Vehicle maintenance costs = \$47,430.96

DPISD cost = 70% or \$33,201.67

City of Deer Park cost = 30% or \$14,229.29

Crossing Guard Wages + Benefits + training and equipment = \$132,981.37

DPISD cost = 90% or \$119,683.23

City of Deer Park cost = 10% or \$13,298.14

City Council authorize the agreement with Deer Park ISD for four SRO officers and 18 Crossing Guard locations.

**INTER-LOCAL AGREEMENT
FOR POLICE AND CROSSING GUARD SERVICES
BETWEEN DEERPARKINDEPENDENTSCHOOL DISTRICT AND
THE CITY OF DEERPARK**

Purpose

The purpose of this agreement is to provide professional law enforcement and school crossing guard services by the City of Deer Park Police Department for Deer Park Independent School District campuses. The parties hereto agree that it is to their mutual benefit and the benefit of their citizenry to enter into this agreement. The health, safety, and welfare of the students and staff of Deer Park Independent School District and the citizens of the community will be benefited.

Pursuant to Texas Government Code Article 791.001, one or more public agencies may contract with one another to perform governmental services, which each itself, is by law authorized to perform.

Deer Park Independent School District (D.P.I.S.D.) and the City of Deer Park desire to establish an Inter-local Agreement to allow for the above-described relationship. The terms of this Agreement are not intended to establish or to create any rights in any persons or entities other than the parties. The law enforcement services provided by the Deer Park Police Department (D.P.P.D.) under this agreement shall be known as the *School Resource Officer (S.R.O.) Program*. The services provided for the protection of children crossing public streets shall be known as *School Crossing Guard Services*. The terms of this agreement are as follows:

Duration

This agreement will commence on August 1, 2022, and expire on July 31, 2023. This agreement may be extended, or canceled by either of the participating agencies by giving ninety (90) days written notice to the other participating agency.

Personnel Provided

D.P.P.D. will provide *School Crossing Guard Services* at locations where it is determined that their presence is necessary for the safety of children crossing public streets. *School Crossing Guard Services* will be provided to and from school during the 174 days school is in session during the 2022/2023 school year. D.P.I.S.D and D.P.P.D. will agree upon assignments and crossing locations before the school year begins. For the 2022/2023 School Year, there will be 18 Crossing Guard locations that serve D.P.I.S.D.

D.P.P.D. will provide four (4) police officers to staff the *S.R.O. Program* for the 2022/2023 school year. Four (4) officers will be assigned full-time to *S.R.O.* duties during the 174 days school will be in session during the 2022/2023 school year. School Resource Officers will be assigned to high school campuses and/or junior high campuses within the city limits of Deer Park. D.P.I.S.D. and D.P.P.D. will agree upon campus assignments and campus combinations before the school year begins.

Two (2) officers will be assigned to Deer Park High School –South Campus and (1) of the assigned officers will rove Deer Park Elementary. One (1) officer will be assigned to Deer Park High School – North Campus and rove San Jacinto Elementary. One (1) officer will be assigned to Bonnette Jr. High, and rove Carpenter and Dabbs Elementary.

S.R.O.s and *School Crossing Guards* shall remain as employees of the City of Deer Park and the Police Department and shall be at the control and supervision of their police supervisors. Complaints or problems with *S.R.O.s* or *School Crossing Guards* shall be directed to the Chief of Police or his designee. In the event of unresolved disputes, the Chief of Police will have final authority.

Compensation

D.P.I.S.D. will pay D.P.P.D. ninety percent (90%) of the total annual cost of *School Crossing Guard Services* provided to D.P.I.S.D. Schools. D.P.I.S.D. will pay D.P.P.D. seventy percent (70%) of the annual salary, equipment, training, and primary benefits of the four (4) police officers for the 2022/2023 school year. The City of Deer Park agrees to maintain records related to the attendance, pay, and activities of the personnel assigned to the *School Crossing Guard Services and School Resource Officer Program*.

Fuel and Vehicle

D.P.I.S.D. will compensate D.P.P.D. for police vehicles with emergency equipment used by *S.R.O.s* in their daily duties. The prorated cost for a Police Unit with installed equipment using straight-line depreciation and recovery is \$3,353.40 annually, per vehicle. Additionally, annual preventive maintenance and fuel cost are estimated at \$8,504.34, per vehicle. Total annual vehicle cost is estimated at \$11,857.74, per vehicle, for a total of **\$47,430.96.** The D.P.I.S.D. is responsible for seventy percent (**70%**) of the total vehicle and fuel costs.

Miscellaneous

Any additional costs (such as laptops, to be utilized in the patrol vehicles for report writing and criminal inquiries) associated with the professional law enforcement services provided in this agreement will be the responsibility of D.P.I.S.D. seventy percent (70%) and the City of Deer Park thirty percent (30%).

Payment Schedule

Payment for *School Crossing Guard Services* shall be made to the City of Deer Park annually. It is the intent of this agreement that annual payments be made by D.P.I.S.D. to the City of Deer Park based upon billings of actual expenses incurred in the prior school year. The City of Deer Park shall submit a bill to D.P.I.S.D. by the fifteenth (15th) of July each year, and payment will due by the thirtieth (30th) of July.

Payment for the *S.R.O. Program* shall be made to the City of Deer Park on a monthly basis and shall be due on the thirtieth (30th) day of each month, beginning September 30, 2022, and continuing through August 31, 2023. It is the intent of this agreement that monthly payments be made by the D.P.I.S.D. to the City of Deer Park based upon billings for actual expenses incurred. The City of Deer Park shall submit bills to the D.P.I.S.D. by the fifteenth

(15th) of each month for actual expenses incurred in the prior month and payment will be due by the thirtieth (30th) of that month.

Continuing Education

S.R.O.'s shall be scheduled to attend and participate in mandatory training set out by law or policy, and in reasonable training programs that directly impact their ability and skills as S.R.O.'s.

Scheduling

The D.P.P.D. reserves the right to assign S.R.O.s to a police function in the event of an emergency or situation that dictates a call-up of personnel.

S.R.O. may work part-time off-duty jobs at school-approved functions. Officers shall have the right to refuse to perform any off-duty employment and shall not be requested in any manner by the City of Deer Park to perform any off-duty employment. D.P.I.S.D. shall offer such employment, only as a separate and independent employer, and D.P.I.S.D. may offer the S.R.O. the right of first refusal for such employment. D.P.I.S.D. shall not state or imply that such additional employment is not voluntary or that any work condition as an S.R.O. is dependent upon the Officer's agreement to perform any off-duty job.

The officer will be permitted a thirty (30) minute paid lunch period. Like patrol officers, the S.R.O. will be subject to emergency calls during lunch.

A substitute officer will be provided after ten (10) days absence of an S.R.O. D.P.I.S.D. will not be required to reimburse D.P.P.D. for the time S.R.O.'s are on sick leave when a substitute officer has not been assigned.

S.R.O.'s will use City vehicles and carry City radios.

D.P.I.S.D. will provide, at no cost to the City, office space in the high school or junior high school to which the officer is assigned. The office space must provide the privacy necessary to conduct confidential interviews and other police related business. D.P.I.S.D. will also provide computers and telephones, as well as access to copiers and file cabinets. When this agreement is terminated these facilities and equipment shall be the sole property of D.P.I.S.D.

School Resource Officer Duties

The S.R.O.'s primary responsibility is to enforce the law. This may include responding to calls for assistance, preventative patrol, making arrests, and conducting follow-up investigations on campus. The S.R.O.'s should be contacted for all on-campus responses; however, in the event of an emergency, that requires additional officers, or in the absence of the S.R.O., the 9-1-1 reporting system should be utilized. S.R.O.'s should maintain close liaison with campus personnel and be familiar with potential problems. S.R.O.'s have the discretion afforded them under the Departmental Rules and Procedures as to what enforcement action is taken when a law is violated. S.R.O.'s have the final decision.

S.R.O.'s may be contacted by D.P.I.S.D. to deal with law enforcement situations that exceed D.P.I.S.D.'s ability to handle administrative and/or emergency situations that require rapid police response and the special knowledge or expertise an S.R.O. can offer. S.R.O.'s will take permissible enforcement action when necessary. S.R.O.'s will not enforce D.P.I.S.D. regulations or rules unless the violation of such rule or regulation constitutes a violation of a state law or city ordinance.

Nothing in this agreement shall limit or eliminate the need to utilize the 9-1-1 reporting system, or the use of additional Deer Park Police officers to handle or supplement calls for service. Use of 9-1-1 is encouraged for priority calls even if an S.R.O. is also called.

S.R.O.'s shall be responsible for handling minor, non-priority incidents typically handled by Deer Park Police officers. These incidents include, but are not limited to, collisions, burglary/theft reports from personnel or students, parking lot details, traffic or fire lane violations, etc.

The ultimate goal of the S.R.O. is to maintain a peaceful environment that allows the learning process to continue uninterrupted.

Liaison Duties

D.P.I.S.D. Superintendent or designee will meet periodically with the Chief of Police or his designee and/or representatives from the City of Deer Park to discuss and evaluate the police and crossing guard services provided by this agreement.

It shall be the responsibility of the S.R.O. officers to maintain close liaison with D.P.I.S.D. faculty, staff and administrators, and to ensure all designated school campuses are adequately staffed by S.R.O.s

Modifications, if required, will be recommended to the governing boards of both entities.

Equipment Provided by Deer Park Police Department

The D.P.P.D. will provide S.R.O.'s with uniforms and issue equipment in accordance with departmental procedures. D.P.P.D. will also provide law books, report forms, computer software utilized for the reporting and investigation of crime. When this agreement is terminated, this equipment shall be the sole property of D.P.P.D.

Indemnity

The City of Deer Park shall be liable for and agrees to indemnify, save harmless and defend the Deer Park Independent School District from any and all claims, causes of action and damages of every kind arising from the negligent actions of the *School Resource Officers* conducted in performance of this Agreement.

The Deer Park Independent School District shall be liable for and agrees to indemnify, save harmless and defend the City of Deer Park from any and all claims, causes of action and damages of every kind arising from the negligent actions of its employees and agents conducted in performance of this Agreement.

To indicate your acceptance of this agreement, please sign, date and return the enclosed copy of this agreement. Once accepted, this document will represent the complete agreement between Deer Park Independent School District and the City of Deer Park Police Department for the *School Resource Officer Program* and *School Crossing Guard Services*.

This agreement is entered under authority of and in accord with the provisions of Chapter 791, Texas Government Code.

James J. Stokes, City Manager
City of Deer Park

Date _____

Gregory L. Grigg, Chief of Police
City of Deer Park

Date _____

Stephen Harrell, Superintendent
Deer Park Independent School District

Date _____

Jason Morris, Board President
Deer Park Independent School District

Date _____

Statement of Anticipated Costs 2022/2023			
DPPD School Resource Officers (<i>SRO's</i>) worked in			
SRO Officer Wages x 4 Officers		\$386,297.60	Officer Wages= hourly
Officer Benefits 44% of Wages		0.44	
Officer Benefits Wages x 44% =		\$169,970.94	
Officer Wages plus Benefits =		\$556,268.54	
DPISD rate of reimbursement:		70.00%	
Total Officer Wages + benefits x 70%		\$389,387.98	
Estimated Annual cost of Training for four SRO's =			Annual training rein
DPISD rate of reimbursement:		\$3,617.00	
		70%	
		\$2,531.90	
Estimated Annual cost of equip:		\$350.00	Annual equipment r
\$350.00 Uniform equipment		4	
		\$1,400.00	
		70%	
		\$980.00	
DPISD SRO's grand total x 70%		\$392,899.88	DPISD 70% Obligat
DPPD SRO's total x 30%		\$168,385.66	
SRO Grand Total DPISD+ DPPD		\$561,285.54	
Statement of Anticipated Costs <u>Crossing Guards</u> - DPISD			
Crossing Guard Hourly Rate:		\$14.00	hr.
Hours worked per day:		2.5	Daily wages per cros
		\$35.00	
Days worked per year:		174	Annual wages per cr
		\$6,090.00	
Number of DPISD crossing guards:		18	
		\$109,620.00	
Monthly <u>Training</u> meetings, and General Order review, etc.		\$5,796.00	2 hours per month x 2
			x nine months
Total Wages:		\$115,416.00	Annual wages and tr
Social Security =		\$115,416.00	
		6.20%	
		\$7,155.79	
		\$115,416.00	
Medicare = 1.45%		1.45%	
		\$1,673.53	
		\$115,416.00	
Workman's Comp = 3.27%		4.58%	
		\$5,286.05	
Total Wages plus benefits.		\$129,531.37	
		90%	
DPISD wage obligation		\$116,578.23	
Estimated Annual cost of <u>equip</u> :		\$150.00	
23 Crossing Guards Includes subs.		23	
		\$3,450.00	
		90%	
DPISD equipment obligation		\$3,105.00	Annual equipment r
DPISD Total Crossing Guards		\$119,683.23	DPISD Obligation
City of DP Crossing Guards		\$13,298.14	DPPD Obligation
Crossing Guard <i>Grand Total</i> DPISD + DPPD=		\$132,981.37	
<u>Grand Total for Project</u> SRO+ Crossing Guards)			
Total City of Deer Park Obligations:			
City of DP for Vehicles = 30% x \$47430.96		30%	\$47,430.96
DPISD vehicles = 70% x \$47430.96		70%	\$47,430.96
Grand Total of project with vehicles			

City of Deer Park Total	\$195,913.09
DPISD Total	\$545,784.78
Grand Total	\$741,697.87

[illegible]



Legislation Details (With Text)

File #: PUR 22-015 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 7/27/2022 **In control:** City Council
On agenda: 8/2/2022 **Final action:**
Title: Consideration of and action on authorization to purchase parking lot lights for phase 2 parking at the Deer Park Soccer Complex from Musco Sports Lighting via the Buyboard Contract 592-19 (Type B Funded Project).

Sponsors:

Indexes:

Code sections:

Attachments: [Deer Park Parking Buyboard Quote 213642](#)

Date	Ver.	Action By	Action	Result
8/2/2022	1	City Council		

Consideration of and action on authorization to purchase parking lot lights for phase 2 parking at the Deer Park Soccer Complex from Musco Sports Lighting via the Buyboard Contract 592-19 (Type B Funded Project).

Summary:

The purpose of this item is to for the purchase of parking lot lighting for the second phase of parking that is to be built at the Deer Park Soccer Complex. The lights and installation will be purchased from Musco Sports lighting. Attached you will find a quote for the price of the project that is highlighted and a scope of work for the project.

At the July 26, 2021 regular quarterly meeting of the Deer Park Community Development Corporation (DPCDC) Board of Directors meeting, the board conducted a public hearing to undertake the additional parking and lighting projects at several athletic complexes. During the public hearing, Parks and Recreation Director Charlie Sandberg gave a PowerPoint presentation of the three proposed projects. Under the second project (Additional Parking and Lighting), Mr. Sandberg provided a detailed description of the proposed improvements to athletic complexes in the form of additional parking and field lighting to specific athletic complexes. The following is a list of projects discussed:

- Additional Parking and/or Lighting at Spencerview (Durant Fields), Girls Softball Complex at the Youth Sports Complex, and new Soccer Complex at East Blvd.

At the August 17, 2021 Council Workshop, Mr. Sandberg utilized the aforementioned PowerPoint from the August 26, 2021 DPCDC public hearing to explain the proposed additional parking and lighting improvements. These improvements are included in the FY 2021-2022 DPCDC Budget that was approved by the DPCDC Board on July 26, 2021 and was approved at the August 17, 2021 Regular City Council Meeting.

Fiscal/Budgetary Impact:

\$209,048 850-432-49030 Funds to be utilize as part of the 2021 Type B election

Recommendation is to authorize the purchase of parking lot lights for phase 2 parking at the Deer Park Soccer Complex from Musco Sports Lighting via the Buyboard Contract 592-19.

Date: July 26th, 2022
To: Jacob Zuniga
Park Operations Supervisor

Project: Deer Park Soccer Complex South Parking
Deer Park, TX
Ref: 213642

BuyBoard

Master Project: 196290, Contract Number: 592-19, Expiration: 09/30/2022
Commodity: Parks and Recreation Equipment and Field Lighting Products and Installation

All purchase orders should note the following:
BuyBoard purchase – Contract Number: 592-19

Quotation Price – Materials Delivered to Job Site and Installation

Parking Lot – 875' x 515'\$209,048

*Sales tax of the equipment is not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 4 foot-candles.

System Description

- (6) Pre-cast concrete bases with integrated lightning grounding.
- (6) 60' Galvanized steel poles.
- Factory wired and tested remote electrical component enclosures.
- Pole length, factory assembled wire harnesses.
- Factory wired pole top luminaire assemblies.
- Factory aimed and assembled luminaires.
- UL Listed assemblies.
- Spill light and off-site glare light minimized.

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support.

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors.

Payment Terms

Musco's Credit Department will provide payment details.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com



Quote

All purchase orders should note the following:

BuyBoard purchase – Contract Number: 592-19

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.
- Structural code and wind speed = 2015 IBC, 140 mph, Exposure C.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system and controls by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Pat Perry
Field Sales Representative
Musco Sports Lighting, LLC
Phone: 281-605-9506
E-mail: Pat.Perry@musco.com





Legislation Details (With Text)

File #: AGR 22-037 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 7/25/2022 **In control:** City Council
On agenda: 8/2/2022 **Final action:**
Title: Consideration of and action on ratifying an agreement with Cotton Global Disaster Solutions via the OMNIA Partners purchasing cooperative for supplemental work related to the rebuild after Fire #2 at the Battleground Golf Course Clubhouse.

Sponsors:

Indexes:

Code sections:

Attachments: [Supplement to Construction Services Agreement 7-22-22](#)

Date	Ver.	Action By	Action	Result
8/2/2022	1	City Council		

Consideration of and action on ratifying an agreement with Cotton Global Disaster Solutions via the OMNIA Partners purchasing cooperative for supplemental work related to the rebuild after Fire #2 at the Battleground Golf Course Clubhouse.

Summary:

City Council has previously authorized Cotton Global Disaster Solutions to perform restoration (clean + demo) work and reconstruction/rebuild work for the separate fires that occurred at the Battleground Golf Course Clubhouse on March 22 (Fire No. 1), April 13 (Fire NO. 2), and April 21, 2022 (Fire No. 3) as follows:

- On May 3, 2022 Council authorized Cotton Global Disaster Solutions to perform restoration (clean + demo) rebuild/reconstruction after Fires No. 1 and 2
- On July 19, 2022 Council authorized Cotton Global Disaster Solutions to perform restoration (clean + demo) work and reconstruction/rebuild work and rebuild/reconstruct after fire No. 3.

Cotton Global Disaster Solutions has submitted, and the insurance provider has approved, a supplement for additional mechanical, electrical, plumbing (MEP) work and additional items not included in the original scope in the amount of \$35,387.89 for Fire No. 2. In order to keep the progress on the restoration and reconstruction going without delay and to reopen the Clubhouse to normal operation at the earliest date possible, the agreement with Cotton for this supplement has been signed and is being submitted to Council for ratification. A copy of the agreement is attached.

A summary of the cost of the previously authorized work plus the above mentioned supplement is as follows:

- Clean and demo the areas affected by Fire No. 1 and 2: Cost \$49,980
- Rebuild/Reconstruct the areas affected by Fire No. 1 and 2:
 - Fire No. 1: Cost \$22,661.40

- Fire No. 2: Cost \$51,709.14
- **New - Fire No. 2 Cost \$35,387.89 (Supplement after Fire No. 2)**
- Clean and demo the areas affected by fire No. 3: Cost \$39,080.00
- Reconstruct the areas affected by the fire No. 3: Cost \$16,410.19

Total work by Cotton for Fires 1, 2, and 3: \$215,228.62.

The City is insured through the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) and has filed claims with TMLIRP who has assigned a 3rd party adjuster. The adjuster has visited the site on three occasions, has been in contact with the City and vendors who provided estimates for the work, and has finalized reports for each of the fires and delivered those reports to TMLIRP. TMLIRP has authorized the above work. The City expects reimbursement for these costs less \$15,000 for the deductible (\$5,000 each for the 3 separate fires).

(Note: there is one additional damage related to the fires being addressed. It was determined that a roof mounted air conditioning unit that was damaged by the fires cannot be repaired and will be replaced. The City has contacted an air conditioning company that will replace this unit. It is not part of the Cotton Global Disaster Solutions scope of work. It is covered by insurance as well.)

Fiscal/Budgetary Impact:

Insurance to reimburse City for cost less \$15,000 deductible.

Ratify the agreement with Cotton Global Disaster Solutions via the OMNIA Partners purchasing cooperative for supplemental work related to the rebuild after Fire #2 at the Battleground Golf Course Clubhouse.



GLOBAL DISASTER SOLUTIONS

CONSTRUCTION SERVICES AGREEMENT

COTTON COMMERCIAL USA, INC.

SUMMARY OF CONTRACT PROVISIONS

Certain fundamental terms of the Construction Services Agreement ("CSA") to which this summary is attached and made a part hereof are set forth below for convenience of reference. In the event of any inconsistency, the provisions of the CSA itself shall prevail over this Summary of Contract Provisions.

EFFECTIVE DATE:	July 21, 2022
OWNER OF THE PROPERTY (whether one or more): ("COMPANY")	City of Deer Park
COMPANY'S DESIGNATED REPRESENTATIVE:	Jerry Mouton
INSURANCE CARRIER (if applicable):	Texas Municipal League
PROJECT DESCRIPTION:	Battleground Golf Course
PROPERTY PHYSICAL ADDRESS ("Premises"):	1600 Georgia Ave, Deer Park, TX 77536
FORMAL NOTICE ADDRESS:	710 E San Augustine Deer Park, TX 77536
TERMS:	Net 15
INITIAL CONTRACT PRICE:	\$35,387.89
INITIAL DEPOSIT:	0

COTTON COMMERCIAL USA, INC.

CONSTRUCTION SERVICES AGREEMENT

NOTE: COTTON IS A GENERAL CONTRACTOR TO OWNER ON THIS JOB

THIS CONSTRUCTION SERVICES AGREEMENT (this "CSA") is made as of the Effective Date, by and between Cotton Commercial USA, Inc. (including all assumed names under which Cotton Commercial USA, Inc. conducts business)("Cotton") and City of Deer Park ("Company") (collectively "Parties"). In consideration of the mutual promises, covenants and agreements herein contained, Cotton and Owner agree as set forth below.

ARTICLE I
THE CONTRACT DOCUMENTS

Section 1.1 Contract Documents. The "Contract Documents" consist of this CSA, and the conditions hereto, general, supplementary and other, if any, the Scope of Work identified in Exhibit "A", and all addenda issued prior to and all modifications issued after execution of this CSA and agreed upon in writing by the parties to this CSA, including, without limitation, any Change Orders (as defined below). All such instruments and documents form this CSA and are as fully a part of this CSA as if set forth in full herein. In the event of conflict between the Contract Documents and this CSA, the provisions of this CSA shall govern, except to matters of project scope or compensation, in which the Change Order shall control, or where the document specifically addresses a section of this CSA which is being amended and is signed by both Parties.

ARTICLE II THE WORK

Section 2.1 The Work. Cotton agrees to furnish all labor, supervision, materials, fixtures, equipment, tools, supplies, other property and services necessary to timely and fully perform and complete in a good and workmanlike manner and in strict compliance with this Contract Documents, as applicable to the CSA, all of the work and services (the "Work") described in Exhibit "A", attached. The Work is part of the total work, and Cotton acknowledges that the Contract Documents as a whole are applicable to the Work.

Section 2.2 Project. The term "Project" as used herein shall mean and refer to the project generally identified above.

Section 2.3 Authority of Signatory. Company and the person signing below on behalf of Company, if different (the "Signing Party") hereby represent and warrant that one of the following is true: (i) Company is the absolute fee simple owner of the real property (the "Property") upon which the Work is to be performed and the Signing Party is an officer of Company who is duly authorized to execute this CSA on Company's behalf and to bind Company under the terms of this CSA, or (ii) Signing Party is the agent of the absolute fee simple owner of the Property, whose identity and contact information will be disclosed to Cotton upon Cotton's request for same, under a written property management agreement (or other written instrument in form acceptable to Cotton) that will be provided to Cotton for inspection upon Cotton's request for same, and the Signing Party is an agent of Company who is duly authorized to execute this CSA on Company's (and the absolute fee simple owner's) behalf and to bind Company (and the absolute fee simple owner) under the terms of this CSA.

ARTICLE III
THE CONTRACT PRICE

Section 3.1 Contract Price. Company agrees to pay Cotton in accordance with the terms and conditions contained herein, the Contract Price, subject to additions, deductions, Change Order increases and/or reductions, and/or late fees as provided herein (the "Contract Price"), to be paid as follows: (1) Company shall pay Cotton the Initial Deposit in accordance with Section 3.2; and (2) the remainder of the Contract Price shall be paid as invoiced in

2

Cotton: CS

Company: JM

accordance with Section 3.3 below until paid in full.

Section 3.2 Initial Deposit. Owner shall deliver to Cotton the Initial Deposit within nabusiness days of the date performance of the Work is commenced. Company's failure to comply with this Section 3.2 shall be a material breach of this CSA and shall entitle Cotton to immediately cease performance of the Work.

Section 3.3 Payment. Company shall pay Cotton progress payments in accordance with the provisions hereof. Applications for progress payments shall be in a written application for payment (an "Invoice") and shall be submitted directly to Company or Company's Designated Representative, which Invoice when submitted shall state the estimated percentage of the Work that has been satisfactorily completed. Company shall pay Cotton progress payments within fifteen (15) days of Company's receipt of an Invoice. Prior to the delivery of Company's property and contents (i.e., items removed from the Property), Cotton shall submit to Company the final Invoice; provided, however, that delivery of such property and contents shall not be made until Cotton has received payment on such final Invoice and Company has paid the Contract Price in full. Company agrees to pay Cotton the Contract Price in full and agrees to be legally responsible for such payment regardless of whether Company is entitled to coverage or reimbursement from the Insurance Carrier or any third party. If Company disputes an Invoice or any part of an Invoice, Company must notify Cotton in writing of such dispute in detail within ten (10) days of receipt of the Invoice. Failure to dispute an Invoice shall be deemed a non-rebuttable acceptance of the Work and amounts included in such Invoice. Company's Designated Representative shall take all commercially reasonable efforts to ensure that Invoices are paid by the Company as required by this CSA.

Section 3.4 Insurance Coverage. So long as any Invoices remain unpaid by Company, all payments made or to be made by Insurance Carrier to Company in connection with the Work must be made payable by check or checks jointly payable to Company and Cotton. Upon issuance of a check by Insurance Carrier to Company, Company shall promptly endorse and deliver the same to Cotton. Company acknowledges and agrees that the foregoing is a continuing agreement applicable to the Work, the Invoices and to any subsequent billing related to this Project. Company's failure to comply with this Section 3.4 shall be a material breach of this CSA. Nothing herein, however, shall alter or impair Company's legal responsibility to pay the Contract Price.

Section 3.5 Trust Funds. All sums tentatively earned by Cotton and retained by Company by reason of the partial or complete performance of the Work and any balance of the unearned Contract Price, and all retainage shall constitute a trust fund for the purposes of (a) first, full completion of the Work, (b) second, payment of any claims due Cotton from Company; (c) third, payment to sub-Contractors, laborers and suppliers of Cotton who have valid and enforceable mechanic's lien claims or bond claims (if the Project is bonded), and such tentative earnings shall not be due and payable to Cotton, or anyone else claiming in Cotton's place and stead, excepting however a trustee in bankruptcy that has given notice to Cotton that it will perform the Work in accordance with the CSA provisions and cure any existing defaults, until and unless such Work is fully and satisfactorily completed and such claimants are fully paid and satisfied.

Section 3.6 Late Payments. There will be a late charge on all or any portion of the charges reflected on the Invoice which are not paid within thirty (30) days of the date the Invoice is delivered to Company or Company's Designated Representative, which shall equal five percent (5%) of such overdue amount. This fee becomes due and payable without need for demand should Company fail to pay an Invoice timely as stated in this Section. If Company does not pay Cotton within thirty (30) days after the date the Invoice is delivered to Owner or Owner's Designated Representative, then Cotton may, at its option, stop the Work until payment of the amount owing plus any late charge has been received. In such event, Cotton may also increase the Contract Price to include Cotton's reasonable costs of shut-down, delay and start-up.

Section 3.7 Change Orders. Any modifications or changes (i.e., additions or deletions)("Change Order") with respect to this CSA, including, without limitation, change in the Work and the amount of the adjustment, if any, in the Contract Price, shall be agreed to in writing by Cotton and Company and shall take effect upon execution of such Change Order by Cotton and Company. For purposes of this subsection, an acknowledgement transmitted via electronic mail ("email") indicating (i) agreement to the Change Order and (ii) authority to approve the Change Order on behalf of Cotton or Company, as the case may be, shall constitute a valid writing. All costs of the Work as modified

shall be paid in the same manner as set forth above.

ARTICLE IV.
DUTIES, COOPERATION AND AUTHORIZATION

Section 4.1 Services and Materials Provided. Cotton agrees to furnish all labor, supervision, materials, equipment, tools, supplies, subcontract work and services, which in Cotton's sole discretion is reasonably necessary to timely and fully perform and complete the Work in a good and workmanlike manner.

Section 4.2 Cooperation by Owner/Term of Agreement. Company agrees to cooperate with Cotton in the performance of the Work, and such duty shall last until completion of the Work and Company agrees to fully cooperate with Cotton as is reasonably required by Cotton for completion of the Work.

Section 4.3 Removal of Contents. Company authorizes Cotton to remove contents and non-fixtured parts of the building as necessary in accordance with the Scope of Work.

Section 4.4 Subcontractors. As Cotton is an independent general contractor, Cotton has exclusive authority to sub-contract and to utilize other contractors (including those who are to furnish materials or equipment) ("Subcontractors"), as it deems necessary for completion of the Work. Company hereby acknowledges and agrees that Cotton may sub-contract and use Subcontractors as Cotton deems necessary in its sole discretion for completion of the Work. Cotton will have no liability for the gross negligence or willful misconduct of the Subcontractors.

Section 4.5 Insurance. Cotton shall provide to Company certificate(s) of insurance upon request.

Section 4.6 Permits. Except as outlined in Exhibit A, any federal, state or local permits or consents required for the performance of the Work are the responsibility of Company and Company shall bear all costs related to same.

Section 4.7 Hazardous Materials. Disposal of any Hazardous Materials (including specimens or samples) or any property that contains Hazardous Materials performed as a part of the Work will be made in the name of Company and under any applicable generator number or other identification assigned by Company or the applicable governmental authority. If, without gross negligence on the part of Cotton, Cotton is held liable for the cost of remediation of any Hazardous Materials solely by reason of performing Work as required by the Contract Documents, Company shall indemnify Cotton for all cost and expense thereby incurred.

For purposes of this CSA, (i) "Hazardous Materials" shall mean any substance which is or contains (A) any "hazardous substance" as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) or any regulations promulgated thereunder; (B) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) or regulations promulgated thereunder; (C) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (D) gasoline, diesel fuel, or other petroleum hydrocarbons; (E) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (F) polychlorinated biphenyls; (G) radon gas; and (H) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as defined below) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, requires reporting, investigation or remediation under Environmental Requirements; causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or which, if it emanated or migrated from the Property, could constitute a trespass; and (ii) "Environmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including ^{without}

limitation, ambient air, surface water, ground water or land or soil).

ARTICLE V.
PERFORMANCE OF WORK; WARRANTY; GENERAL RELEASE

Section 5.1 Work Performed. The Work shall be commenced as soon as reasonably practical given the specifications of the Work following execution of this CSA, and Cotton shall use reasonable efforts to substantially or fully complete the Work within a reasonable amount of time after beginning the Work. Should Cotton be delayed, hindered, interfered with or impeded by any act or omission of Company, or by any cause beyond Cotton's control, and if a cause of the delay, hindrance, interference or impediment is not due to any act or omission of Cotton, then Cotton shall be entitled to a reasonable extension of time for completion of the Work.

The Work shall be deemed to be "Substantially Complete" on the date that all Work (other than any details of construction, mechanical adjustment or any other similar matter, the noncompletion of which does not materially interfere with Company's use or occupancy of the Property) has been performed. When Cotton considers that the Work is Substantially Complete, Cotton shall prepare and submit to Company a comprehensive list of items to be completed prior to final payment (the "Punchlist"). Upon Company's receipt of written notice from Cotton that the Work is ready for final inspection and acceptance, Company and Cotton will promptly make such inspection and, when Company, in its reasonable opinion, finds the Work acceptable and this CSA fully performed, Cotton will issue a Final Walk Certificate stating that the Work has been completed in accordance with terms and conditions of the Contract Documents and the entire balance of the Contract Price is due and payable. The making of the final payment shall constitute a waiver of any and all claims arising out of or relating to this CSA by Company. By taking possession of the Property, Company agrees and acknowledges that Cotton has no further obligation to perform any Work or other construction and the Property is satisfactory in all respects.

Section 5.2 Warranty. Cotton warrants that for a period of one year from the date the Work is completed it will be free from latent defects in workmanship and materials and such item shall comply with the requirements of the Construction Documents (to the extent only any such failure to satisfy the foregoing could not have been discovered upon the completion date). Cotton's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Cotton, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. EXCEPT AS EXPRESSLY SET FORTH IN THIS CSA, COTTON DOES NOT MAKE ANY WARRANTIES OR COVENANTS (EXPRESS, IMPLIED OR ORAL), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, WORKMANSHIP, AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WORK NOR SHALL COTTON BE OBLIGATED FOR ANY OF THE WARRANTIES FROM THE SUBCONTRACTOR TO OWNER.

Section 5.3 RELEASE. COMPANY HEREBY RELEASES AND AGREES TO HOLD HARMLESS COTTON, ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, JUDGMENTS, AWARDS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) AND LIABILITIES OF EVERY KIND OR CHARACTER (COLLECTIVELY REFERRED TO AS "DAMAGES"), IN RESPECT TO PERSONAL OR BODILY INJURY TO, SICKNESS, DISEASE, DEATH OR OTHER DAMAGES SUFFERED OR INCURRED BY COMPANY AND/OR COMPANY'S EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS OR AGENTS OR THOSE OF ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES RESULTING OR ARISING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY COTTON, UNLESS THE DAMAGES RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COTTON. IT IS THE INTENT OF BOTH COTTON AND COMPANY THAT THE FOREGOING INDEMNITY PROVISIONS WILL OPERATE WITHOUT REGARD TO ANY LEGAL THEORY OF NEGLIGENCE OR FAULT, INCLUDING BUT NOT LIMITED TO JOINT AND/OR CONCURRENT NEGLIGENCE OF THE INDEMNITEE.

Section 5.4 No Consequential Damages. Company agrees that under no circumstance shall Cotton be liable to Company for incidental, consequential or special damages including but not limited to lost revenue, lost profits,

lost business, business interruptions, lost business opportunities or any other special, punitive, exemplary or consequential damages.

ARTICLE VI. TERMINATION

Section 6.1 Termination. Cotton has the right to terminate this CSA at any time. Company shall be obligated to pay Cotton for the Work performed prior to the date of such termination. If Cotton terminates this CSA by reason of: (1) Owner's failure to make a payment within the time stated above; (2) Company's persistently failure to fulfill Company's obligations under this CSA with respect to matters important to the progress of the Work; or (3) repeated suspensions, delays or interruptions of the Work by Company, then, Cotton may also recover from Company payment for loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages in connection with this CSA.

ARTICLE VII. MISCELLANEOUS

Section 7.1 Attorneys' Fees and Costs. If any legal action or other legal proceeding relating to the enforcement of any provision of this CSA is brought against either party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

Section 7.2 Rights and Remedies. Cotton's rights and remedies available under this CSA shall be in addition to and not a limitation of the rights and remedies otherwise available by law or equity.

Section 7.3 Entire Agreement; Waiver. This CSA contains the entire agreement between the parties and cannot be changed, modified or amended unless such change, modification or amendment is in writing and executed by the party against which the enforcement of the change, modification or amendment is sought. No action or failure to act by Cotton shall constitute a waiver of a right or duty afforded them under this CSA, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

Section 7.4 Counterparts. This CSA may be executed in any number of duplicate counterparts, each of which shall be deemed an original.

Section 7.5 Severability. The partial or complete invalidity of any one or more provisions of the Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of Cotton to insist upon or enforce, in any one or more instances, the performance of any of the provisions of this CSA shall not mean such provision has been waived.

Section 7.5 Notices. Any required written notices under this CSA shall be sent to Cotton at "Cotton Commercial USA, Inc., Attn: General Counsel, 5443 Katy Hockley Cutoff Road, Katy, Texas 77493" and to Company at the "Formal Notice Address" on the "Summary of Contract Provisions."

ARTICLE VIII. GOVERNING LAW; VENUE; DISPUTE RESOLUTION

Section 8.1 Jurisdiction. This CSA shall be construed in accordance with the law of the place where the Property is located.

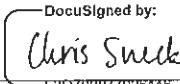
Section 8.2 Venue. In any legal action relating to this CSA, Company agrees to the exercise of jurisdiction over it by a state or federal court in Harris County, Texas.

Section 8.3 Dispute Resolution. The Parties shall, for at least fifteen days before any formal action, make a good faith effort to resolve any dispute. Should such efforts fail, the Parties agree that all disputes will be resolved by arbitration as provided by the Federal Arbitration Act, in accordance with the Construction Industry Arbitration Rules of the AAA. Three arbitrators shall be utilized, except one shall be used if the claims are below \$5 million dollars.

The arbitrators shall award the recovery of all legal fees, including attorneys fees, court costs and litigation costs to the prevailing party. Should Cotton need to file any document or pleading in a court to secure, retain, perfect or foreclose its lien rights, such filing and/or pleading shall not be considered a violation of this Dispute Resolution process. Notwithstanding the foregoing, Cotton shall not be obligated to arbitrate any dispute that may arise under or in connection with any non-payment by the Company.

Executed by the Parties below to be effective as of the Effective Date.

COTTON:

By: 
F3D700077926445...

Name: Chris Sneck

Title: Executive Vice President

Date: 7/21/2022

COMPANY: City of Deer Park

By: 

Name: Jerry Mouton

Title: Mayor

Date: 7-22-22

EXHIBIT A
SCOPE OF WORK



Cotton Commercial USA, INC.

Cotton Commercial USA, INC.
5443 Katy Hockley Cut Off Rd
Katy Tx 77493

Client: Battleground Golf Course
Property: 1600 Georgia St.
Deer Park, TX 77536

Operator: RONNY.MI

Estimator: Ronny Milam
Position: Project Coordinator
Company: Cotton Commercial USA, Inc.
Business: 5443 Katy Hockley Cut Off Rd
Katy Tx 77493

Business: (419) 860-3931
E-mail: ronny.milam@cottonteam.
com

Type of Estimate:

Date Entered: 4/20/2022

Date Assigned:

Price List: TXHO8X_APR22

Labor Efficiency: Restoration/Service/Remodel

Estimate: BATTLE-FIELD-GOLFC-4

File Number: Fire 2

Thank you for allowing Cotton Global Disaster Solutions the opportunity to provide the following detailed line item estimate for the loss to the property located at the address above.

This supplement includes MEP's and additional scope from items removed by Mitigation.



Cotton Commercial USA, INC.

Cotton Commercial USA, INC.
5443 Katy Hockley Cut Off Rd
Katy Tx 77493

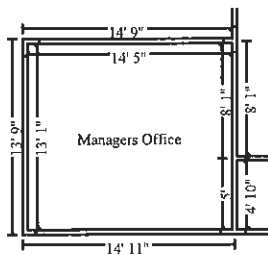
BATTLE-FIELD-GOLFC-4

Club House

Main Level

Ladies Shower Area

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Metal studding, 2 1/2" wide, 16" OC, 20 gauge	60.00 SF		0.00	3.56	0.00	42.72	256.32
2. 1/2" water rock - hung, taped, floated, ready for paint	216.00 SF		0.00	3.15	0.00	136.08	816.48
3. Texture drywall - machine	49.00 SF		0.00	0.81	0.00	7.94	47.63
4. Seal the surface area w/PVA primer - one coat	49.00 SF		0.00	0.58	0.00	5.68	34.10
5. Paint the surface area - two coats	49.00 SF		0.00	0.97	0.00	9.50	57.03
6. Shower door	2.00 EA		0.00	475.11	0.00	190.04	1,140.26
7. Recessed light fixture	2.00 EA		0.00	150.73	0.00	60.30	361.76
8. Glass tile - Standard grade	467.00 SF		0.00	13.88	0.00	1,296.40	7,778.36
9. Tile framed shower curb - per LF	5.00 LF		0.00	82.28	0.00	82.28	493.68
10. Ceramic tile base	116.00 LF		0.00	16.40	0.00	380.48	2,282.88
11. Handicap grab bar - Stainless steel, 1 1/2" x 48"	2.00 EA		0.00	90.45	0.00	36.18	217.08
12. Detach & Reset Shower faucet	2.00 EA	90.34	0.00	0.00	0.00	36.14	216.82
Totals: Ladies Shower Area					0.00	2,283.74	13,702.40



Managers Office

Height: 9'

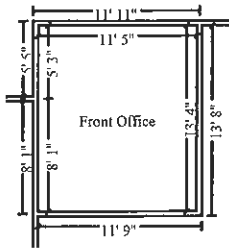
495.00 SF Walls	188.62 SF Ceiling
683.62 SF Walls & Ceiling	188.62 SF Floor
20.96 SY Flooring	55.00 LF Floor Perimeter
55.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
13. Floor prep (scrape rubber back residue)	188.62 SF		0.00	0.70	0.00	26.40	158.43
14. Carpet	188.62 SF		0.00	3.69	0.00	139.20	835.21
Totals: Managers Office					0.00	165.60	993.64



Cotton Commercial USA, INC.

Cotton Commercial USA, INC.
5443 Katy Hockley Cut Off Rd
Katy Tx 77493

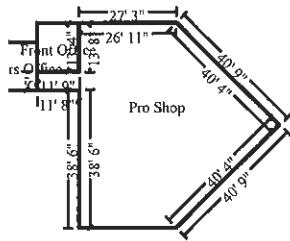


Front Office

Height: 9'

445.50 SF Walls	152.22 SF Ceiling
597.72 SF Walls & Ceiling	152.22 SF Floor
16.91 SY Flooring	49.50 LF Floor Perimeter
49.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
15. Floor prep (scrape rubber back residue)	152.22 SF		0.00	0.70	0.00	21.32	127.87
16. Carpet	152.22 SF		0.00	3.69	0.00	112.34	674.03
Totals: Front Office					0.00	133.66	801.90



Pro Shop

Height: 9'

1,934.75 SF Walls	2,400.90 SF Ceiling
4,335.65 SF Walls & Ceiling	2,400.90 SF Floor
266.77 SY Flooring	214.97 LF Floor Perimeter
214.97 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
17. Floor prep (scrape rubber back residue)	60.00 SF		0.00	0.70	0.00	8.40	50.40
18. Carpet	60.00 SF		0.00	3.69	0.00	44.28	265.68
Totals: Pro Shop					0.00	52.68	316.08

Total: Main Level					0.00	2,635.68	15,814.02
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MEP

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
19. Mechanical	1.00 EA		0.00	6,450.00	0.00	1,290.00	7,740.00
Replace Duct work, return plenum and return grilles and replace drop down diffuser supply grilles							
20. Electrical	1.00 EA		0.00	8,750.00	0.00	1,750.00	10,500.00

**Cotton Commercial USA, INC.**

Cotton Commercial USA, INC.
 5443 Katy Hockley Cut Off Rd
 Katy Tx 77493

CONTINUED - MEP

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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All labor and material to rough-in and trim wiring per plan and to minimum 2020 National Electric Code requirements to rehab Battleground Golf Course's clubhouse after a fire.

Includes Rough in's

Mens Locker Room
 Womens Locker Room
 Storage Rooms
 Offices

Excludes:

Concrete cutting, coring, or placeback
 Sealing of others penetrations
 Any low voltage not noted above (fire alarm, security, data, fire protection, etc.)
 After hours or overtime

Totals: MEP					0.00	3,040.00	18,240.00
Total: Club House					0.00	5,675.68	34,054.02

Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
21. Electrical labor minimum	1.00 EA		0.00	86.80	0.00	17.36	104.16
Totals: Labor Minimums Applied					0.00	17.36	104.16
Line Item Totals: BATTLE-FIELD-GOLFC-4					0.00	5,693.04	34,158.18

Additional Charges	Charge
Payment/Performance Bonds	1,024.75
Additional Charges Total	\$1,024.75



Cotton Commercial USA, INC.

Cotton Commercial USA, INC.
5443 Katy Hockley Cut Off Rd
Katy Tx 77493

Grand Total Areas:

2,875.25 SF Walls	2,741.74 SF Ceiling	5,616.99 SF Walls and Ceiling
2,741.74 SF Floor	304.64 SY Flooring	319.47 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	319.47 LF Ceil. Perimeter
2,741.74 Floor Area	2,836.38 Total Area	2,875.25 Interior Wall Area
2,470.24 Exterior Wall Area	247.02 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Cotton Commercial USA, INC.

Cotton Commercial USA, INC.
5443 Katy Hockley Cut Off Rd
Katy Tx 77493

Summary

Line Item Total	28,465.14
Payment/Performance Bonds	1,024.75
Subtotal	29,489.89
Overhead	2,949.00
Profit	2,949.00
Replacement Cost Value	\$35,387.89
Net Claim	\$35,387.89

Ronny Milam
Project Coordinator



Cotton Commercial USA, INC.

Cotton Commercial USA, INC.
5443 Katy Hockley Cut Off Rd
Katy Tx 77493

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)
Line Items	2,846.52	2,846.52
Additional Charges	102.48	102.48
Total	2,949.00	2,949.00



Cotton Commercial USA, INC.

Cotton Commercial USA, INC.
5443 Katy Hockley Cut Off Rd
Katy Tx 77493

This estimate is the property of Cotton Global Disaster Solutions and may not be copied or reproduced in any fashion without expressed written consent.

The estimate is valid for 30days



Legislation Details (With Text)

File #: AGR 22-036 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 7/25/2022 **In control:** City Council
On agenda: 8/2/2022 **Final action:**

Title: Consideration of and action on the first supplement to the agreement between the City of Deer Park and the Deer Park Community Development Corporation for the construction of improvements.

Sponsors:

Indexes:

Code sections:

Attachments: [FIRST SUPPLEMENT TO AGREEMENT RE CONST OF IMPROVS](#)

Date	Ver.	Action By	Action	Result
8/2/2022	1	City Council		

Consideration of and action on the first supplement to the agreement between the City of Deer Park and the Deer Park Community Development Corporation for the construction of improvements.

Summary:

At an election held within the City on May 9, 2015 (the “2015 Election”), the voters approved a proposition authorizing the levy and collection of a sales and use tax within the City at the rate of one half of one percent (the “Additional Sales Tax”) as authorized by the Act for the economic development purpose of financing the following public park purposes and events as authorized by the Act and the Election: Public park purposes and events, limited to the following list of projects and including the land, buildings, equipment, facilities, and improvements for such projects, and related improvements that enhance such projects: (a) replacement of the restroom facilities in Dow Park with a new pavilion structure that includes a stage, restrooms, and a concession stand; (b) renovation and expansion of the Community Center and Gym to include an indoor pool; (c) expansion of the existing Maxwell Center and parking lot; (d) renovation of baseball fields including but not limited to the Spencerview sports complex (Durant Fields); (e) renovation of the girls softball facilities at the Youth Sports Complex; (f) development of soccer fields; and (g) development of hike and bike trails (collectively, the “2015 Authorized Project”).

At an election held within the City on May 1, 2021 (the “2021 Election”), the voters approved a proposition authorizing the following additional Type B economic development purpose: land, buildings, equipment, facilities and improvements (including the maintenance and operating costs thereof) found by the Board of Directors of the Corporation to be required or suitable for use for the following: amateur sports, children’s sports, athletic, entertainment and public park purposes and events, including ball parks, parks and park facilities, and open space improvements (including (i) a community/recreation center complex with indoor pool, gymnasium, and indoor track and (ii) an outdoor pool and/or pool related facilities; related concession and automobile parking facilities; related roads, streets, and water and sewer facilities); and other related improvements that enhance

any of the above (the “2021 Authorized Project,” and collectively with the 2015 Authorized Project, the “Authorized Project”).

The Corporation previously entered into the Agreement with the City to provide for the financing and construction of the Authorized Project. In accordance with the Agreement, the City issued its City of Deer Park, Texas, Certificate of Obligation, Series 2017 (the “Series 2017 Certificate”), which financed a portion of the Authorized Project. Under the Agreement, the Corporation agreed to pay the principal of and interest on the Series 2017 Certificate when due. The Series 2017 Certificates are currently subject to redemption prior to maturity at the option of the City, and the Corporation wishes to redeem the Series 2017 Certificate with proceeds of the Additional Sales Tax (as defined in the Agreement) on September 15, 2022 (the “Redemption Date”) in order to achieve debt service savings and create capacity to finance additional authorized projects of the Corporation. The Corporation now wishes to enter into this Supplement with the City in order to facilitate the redemption prior to maturity of the Series 2017 Certificates.

At its July 25, 2022 meeting, the Deer Park Community Development Corporation (DPCDC) Board made a recommendation to the City Council indicating its approval of this supplement to this agreement.

Fiscal/Budgetary Impact:

Cash defeasance of Certificates of Obligation, Series 2017.

Approve the first supplement to the agreement with the Deer Park Community Development Corporation (DPCDC) for the construction of improvements.

**FIRST SUPPLEMENT TO AGREEMENT REGARDING THE
CONSTRUCTION OF IMPROVEMENTS**

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§

This First Supplement to Agreement Regarding the Construction of Improvements (the “First Supplement”) is entered into as of the _____ day of _____, 2022, between the CITY OF DEER PARK, TEXAS, a home rule municipality situated in Harris County, Texas (the “City”) and the DEER PARK COMMUNITY DEVELOPMENT CORPORATION, a non-profit economic development corporation (the “Corporation”) created and operating as a Type B corporation pursuant to the provisions of Chapters 501 and 505, Texas Local Government Code, as amended (the “Act”), and supplements the Agreement Regarding Construction of Improvements, dated October 26, 2015 (the “Original Agreement”).

RECITALS

The City and the Corporation previously entered into the Original Agreement to provide for the financing and construction of the Authorized Project (as defined in the Original Agreement).

In accordance with the Original Agreement, the City issued its City of Deer Park, Texas, Certificate of Obligation, Series 2017 (the “Series 2017 Certificate”), which financed a portion of the Authorized Project.

Under the Original Agreement, the Corporation agreed to pay the principal of and interest on the Series 2017 Certificate when due.

The Series 2017 Certificates are currently subject to redemption prior to maturity at the option of the City, and the City wishes to redeem the Series 2017 Certificate with proceeds of the Additional Sales Tax (as defined in the Original Agreement) on September 15, 2022 (the “Redemption Date”) in order to achieve debt service savings and create capacity to finance additional authorized projects of the Corporation.

The City and the Corporation now wish to enter into this Supplement in order to facilitate the redemption prior to maturity of the Series 2017 Certificates.

The City and the Corporation hereby find, determine, and declare that the respective meetings of the City Council of the City and the Board of Directors of the Corporation at which this First Supplement was approved were open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Agreement, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

AGREEMENT

For and in consideration of the respective promises and mutual covenants and benefits hereinafter set forth, the City and the Corporation agree as follows:

Section 1. Definitions, Declarations, Findings and Determinations. The definitions, declarations, determinations and findings contained in the recitals to this First Supplement are hereby adopted, restated and made a part of the operative provisions hereof. Any capitalized terms not defined in the recitals to this First Supplement shall have the meanings ascribed thereto in the Original Agreement.

Section 2. Use of Additional Sales Tax.

(a) The Corporation agrees to transfer \$928,647 in proceeds from the Additional Sales Tax to the City on or before September 1, 2022 for the purpose of paying the principal of and interest due on the Series 2017 Certificate on the Redemption Date.

(b) Following the transfer of the proceeds of the Additional Sales Tax in the manner described in subsection 2(a), above, the Corporations obligations with respect to the payment of debt service on the Series 2017 Certificate under Section 1.04 of the Original Agreement shall be considered discharged.

Section 3. Original Agreement to Remain in Effect. Except with respect to the modification in the timing of the payment of the principal of and interest on the Series 2017 Certificate, the Original Agreement shall remain in full force and effect. Nothing in this First Supplement shall modify the obligations of the Corporation to make payments on other obligations payable under the Original Agreement.

Section 4. Multiple Counterparts. This First Supplement may be executed in one or more counterparts, each of which will be deemed to be an original instrument and each will have the force and effect of an original and all of which together constitute, and will be deemed to constitute, one and the same instrument.

Section 5. Governing Law. This First Supplement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 6. Severability. The provisions of this First Supplement are severable, and if any provision or part of this First Supplement or the application hereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this First Supplement to other persons or circumstances shall not be affected thereby.

[Execution Page Follows]

EXECUTED in multiple counterparts as of the date first written above.

CITY OF DEER PARK, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

DEER PARK COMMUNITY
DEVELOPMENT CORPORATION

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

Signature Page to First Supplement to Agreement Regarding the Construction of Improvements



Legislation Details (With Text)

File #:	RES 22-206	Version:	1	Name:	
Type:	Resolution	Status:		Agenda Ready	
File created:	7/25/2022	In control:		City Council	
On agenda:	8/2/2022	Final action:			
Title:	Consideration of and action on a resolution approving a Notice of Intention to issue Certificates of Obligation for the construction of Deer Park Community Development Corporation (DPCDC) Type B funded improvements (Community/Recreation Center) as recommended by the (DPCDC).				
Sponsors:	City Manager's Office				
Indexes:					
Code sections:					
Attachments:	Notice of Intent Resolution -- Deer Park (Series 2022 COs)-8277596-v3 (002) PROPOSED Series 2022 CO Debt Service Schedule				

Date	Ver.	Action By	Action	Result
8/2/2022	1	City Council		

Consideration of and action on a resolution approving a Notice of Intention to issue Certificates of Obligation for the construction of Deer Park Community Development Corporation (DPCDC) Type B funded improvements (Community/Recreation Center) as recommended by the (DPCDC).

Summary:

At the May 1, 2021 election, the voters in the City of Deer Park approved a proposition continuing the levy and collection of the Type B sales and use tax within the City at the rate of one half of one percent for economic development purposes. One of the key projects proposed to be funded from Type B sales and use tax proceeds is the new Community/Recreation Center. This project will be financed by the sale of certificates of obligation in the amount of \$15,000,000. This is for the second issuance of Certificates of Obligation for the new Community/Recreation Center project.

As part of the process to issue debt, the Deer Park City Council must approve a resolution authorizing publication of the Notice of Intention to Issue Certificates of Obligation, approving the preparation of the Preliminary Official Statement for these Certificates of Obligation, and approving other matters incidental thereto. Because the debt being issued for this project is to be funded by the DPCDC, at its July 25, 2022 meeting, the DPCDC Board made a recommendation to the City Council indicating its approval of this debt issuance.

Fiscal/Budgetary Impact:

Payment of the debt service and issuance costs related to these certificates will be funded by sales tax revenues of the DPCDC.

Approve a Notice of Intention to issue Certificates of Obligation for the construction of DPCDC Type B funded improvements (Community/Recreation Center) as recommended by the DPCDC.

RESOLUTION NO. 2022-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF ONE OR MORE PRELIMINARY OFFICIAL STATEMENTS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

WHEREAS, the City Council of the City of Deer Park, Texas (the “City”), deems it advisable to issue certificates of obligation (the “Certificates”) of the City in accordance with the notice hereinafter set forth;

WHEREAS, concurrently with the issuance of the Certificates the City intends to issue a series of general obligation bonds (the “GO Bonds”) utilizing voted authority from the May 1, 2021 election; and

WHEREAS, the City desires to approve the preparation of one or more preliminary official statements (each a “Preliminary Official Statement”) in anticipation of its issuance of the Certificates and the GO Bonds; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS:

Section 1. The findings, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council of the City (the “City Council”) and made a part hereof for all purposes.

Section 2. The City Secretary is hereby authorized and directed to cause to be published and posted in the manner required by law and in substantially the form attached hereto as Exhibit A, notice of the City’s intention to issue the Certificates (the “Notice”).

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper that is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City’s website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.

Section 5. For purposes of section 1.150-2(d) of the Treasury Regulations, this Resolution and the Notice serve as the City’s official declaration of intent to reimburse itself from proceeds of the Certificates in the maximum principal amount and for expenditures paid in connection with the projects, each as set forth in Exhibit A hereof. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof

and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

Section 6. The Mayor, City Manager, Assistant City Manager, Finance Director and other appropriate officials of the City, the City's financial advisor, BOK Financial Securities, Inc., and bond counsel, Bracewell LLP, are authorized and directed to proceed with the preparation of one or more Preliminary Official Statements and to make other necessary arrangements for the sale of the Certificates and GO Bonds at a future meeting of the City Council.

Section 7. The City hereby authorizes the preparation and distribution of one or more Preliminary Official Statements relating to the Certificates and the GO Bonds and authorizes the Finance Director, Assistant City Manager or City Manager to approve the final form of and deem final each such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 of the United States Securities and Exchange Commission.

Section 8. The Mayor, City Manager, Assistant City Manager, Finance Director, City Secretary and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 9. This resolution shall take effect immediately from and after its passage by the City Council.

(Signature page follows)

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Deer Park, Texas this 2nd day of August, 2022.

City Secretary
City of Deer Park, Texas

Mayor
City of Deer Park, Texas

[SEAL]

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Deer Park, Texas (the “City”), will meet at City Hall, 710 East San Augustine Street, Deer Park, Texas, 77536 at 7:30 p.m. on the 18th of October, 2022, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation (the “Certificates”), in the maximum aggregate principal amount not to exceed \$15,000,000, payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City’s waterworks and sanitary sewer system, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with the (i) the design, construction, improvement and equipment of parks and recreational facilities, including a community and recreation center and associated pool house, and (ii) the costs of professional services related thereto. The estimated combined principal and interest required to pay the Certificates on time and in full is \$25,862,550. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of 4.50%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting in Resolution No. 2022-___, dated August 2, 2022, which resolution is available from the City upon request) is \$42,996,250, and based on the City’s expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$55,790,225.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 2nd day of August, 2022.

Angela Smith
City Secretary
City of Deer Park, Texas

EXHIBIT B

SELF-SUPPORTING DEBT

Total Principal Amount Designated as Self-Supporting: \$59,668,750

The total principal amount of self-supporting debt is comprised of some or all of the debt from the following series of obligations:

Series Designation

General Obligation Refunding Bonds, Series 2011
Certificates of Obligation, Series 2014
General Obligation and Refunding Bonds, Series 2014
Certificates of Obligation, Series 2015-A
Certificates of Obligation, Series 2016
Certificates of Obligation, Series 2016-A
Certificate of Obligation, Series 2017
Certificates of Obligation, Series 2017-A
Certificates of Obligation, Series 2018
Certificates of Obligation, Series 2019
Limited Tax Refunding Bonds, Series 2020
Certificates of Obligation, Series 2020
Limited Tax Refunding Bonds, Series 2021
Certificates of Obligation, Series 2021

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, the undersigned officer of the City Council of the City of Deer Park, Texas, hereby certify as follows:

1. The City Council of the City of Deer Park, Texas, convened in a regular meeting on the 2nd day of August, 2022, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Jerry Mouton, Jr.	Mayor
Sherry Garrison	Council Member, Position 1
TJ Haight	Council Member, Position 2
Tommy Ginn	Council Member, Position 3
Bill Patterson	Council Member, Position 4
Ron Martin	Council Member, Position 5
Georgette Ford	Council Member, Position 6

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION NO. 2022-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK,
TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO
ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE
PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT; AND
PROVIDING FOR THE EFFECTIVE DATE THEREOF

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

_____ Member(s) of City Council shown present voted "Aye."

_____ Member(s) of City Council shown present voted "No."

_____ Member(s) of City Council abstained from voting.

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and

foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 2nd day of August, 2022.

[SEAL]

City Secretary
City of Deer Park, Texas

CITY OF DEER PARK
2022-2023 ANNUAL BUDGET
ANNUAL DEBT SERVICE PAYMENTS
PROPOSED CERTIFICATES OF OBLIGATION, SERIES 2022
PRELIMINARY, SUBJECT TO CHANGE
\$15,000,000 dated November 15, 2022
Interest Rate: 4.50%

Estimate per John Robuck 7/15/2022

<u>DUE IN FISCAL YEAR</u>	<u>INTEREST RATE</u>	<u>DUE MAR. 15</u>		<u>DUE SEP. 15</u>	<u>ANNUAL TOTAL</u>
		<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>INTEREST</u>	
2023	4.500%	\$ -	\$ 225,000.00	\$ 337,500.00	\$ 562,500.00
2024	4.500%	265,000.00	337,500.00	331,537.50	934,037.50
2025	4.500%	135,000.00	331,537.50	328,500.00	795,037.50
2026	4.500%	140,000.00	328,500.00	325,350.00	793,850.00
2027	4.500%	395,000.00	325,350.00	316,462.50	1,036,812.50
2028	4.500%	415,000.00	316,462.50	307,125.00	1,038,587.50
2029	4.500%	430,000.00	307,125.00	297,450.00	1,034,575.00
2030	4.500%	450,000.00	297,450.00	287,325.00	1,034,775.00
2031	4.500%	470,000.00	287,325.00	276,750.00	1,034,075.00
2032	4.500%	495,000.00	276,750.00	265,612.50	1,037,362.50
2033	4.500%	515,000.00	265,612.50	254,025.00	1,034,637.50
2034	4.500%	540,000.00	254,025.00	241,875.00	1,035,900.00
2035	4.500%	565,000.00	241,875.00	229,162.50	1,036,037.50
2036	4.500%	585,000.00	229,162.50	216,000.00	1,030,162.50
2037	4.500%	615,000.00	216,000.00	202,162.50	1,033,162.50
2038	4.500%	645,000.00	202,162.50	187,650.00	1,034,812.50
2039	4.500%	675,000.00	187,650.00	172,462.50	1,035,112.50
2040	4.500%	705,000.00	172,462.50	156,600.00	1,034,062.50
2041	4.500%	740,000.00	156,600.00	139,950.00	1,036,550.00
2042	4.500%	775,000.00	139,950.00	122,512.50	1,037,462.50
2043	4.500%	805,000.00	122,512.50	104,400.00	1,031,912.50
2044	4.500%	845,000.00	104,400.00	85,387.50	1,034,787.50
2045	4.500%	885,000.00	85,387.50	65,475.00	1,035,862.50
2046	4.500%	925,000.00	65,475.00	44,662.50	1,035,137.50
2047	4.500%	970,000.00	44,662.50	22,837.50	1,037,500.00
2048	4.500%	1,015,000.00	22,837.50	-	1,037,837.50
TOTAL		<u>\$ 15,000,000.00</u>	<u>\$ 5,543,775.00</u>	<u>\$ 5,318,775.00</u>	<u>\$ 25,862,550.00</u>

This debt represents the first issuance approved for the Deer Park Community Development Corporation following the proposition approved by the voters on May 1, 2021.



Legislation Details (With Text)

File #: ORD 22-060 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 7/25/2022 **In control:** City Council
On agenda: 8/2/2022 **Final action:**
Title: Consideration of and action on an ordinance for the cash redemption of Certificates of Obligation, Series 2017.

Sponsors:

Indexes:

Code sections:

Attachments: [Cash Defeasance Ordinance \(2017 CO Term PP - DPCDC\) \(2022\)](#)

Date	Ver.	Action By	Action	Result
8/2/2022	1	City Council		

Consideration of and action on an ordinance for the cash redemption of Certificates of Obligation, Series 2017.

Summary:

On January 17, 2017, the Deer Park City Council approved the issuance of Certificates of Obligation, Series 2017, in the amount of \$2,700,000 for the construction of parks and recreation improvement projects, specifically the Girls Softball Renovations at Youth Sports Complex, one of the Type B projects approved by the voters on May 9, 2015. The certificates were issued through a private placement via a competitive bidding process, and funding of the debt service payments and associated issuance costs for these certificates are from the dedicated 0.50% sales and use tax revenues of the Deer Park Community Development Corporation (DPCDC).

The cash defeasance of Certificates of Obligation, Series 2017 is necessary for the Deer Park Community Development Corporation (DPCDC) to have sufficient debt capacity for the issuance of Certificates of Obligation, Series 2022. The Certificates of Obligation, Series 2017 was originally to be fully amortized in March 2024. Total debt obligations for Certificates of Obligation, Series 2017 are \$940,988, of which will cost \$928,647 to defease in fiscal year 2021-2022. The cash defeasance results in an interest savings of \$12,341.

Fiscal/Budgetary Impact:

Based on the parameters of the cash redemption ordinance, expenditures not to exceed \$928,647 for the defeasance of Certificates of Obligation, Series 2017.

Approve the cash redemption ordinance.

ORDINANCE NO. _____

ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DEER PARK,
TEXAS AUTHORIZING THE DEFEASANCE AND REDEMPTION OF
CERTAIN OUTSTANDING OBLIGATIONS; AND CONTAINING OTHER
PROVISIONS RELATING THERETO

WHEREAS, the City of Deer Park, Texas (the “City”) has heretofore issued its Certificate of Obligation, Series 2017 (the “Outstanding Obligation”) pursuant to an ordinance adopted by the City Council of the City on January 17, 2017 (the “Outstanding Obligation Ordinance”); and

WHEREAS, pursuant to the Outstanding Obligation Ordinance, the City has the right to defease and redeem all or a portion of the Outstanding Obligation in advance of its stated maturity; and

WHEREAS, the City desires to defease and redeem the Outstanding Obligation, as more specifically described in Section 3 of this Ordinance, in advance of its stated maturity on September 15, 2022 (the “Redemption Date”); and

WHEREAS, the Outstanding Obligation Ordinance authorizes the City to accomplish such defeasance and redemption by providing notice as required in the Outstanding Obligation Ordinance and depositing directly with the paying agent/registrar for the Outstanding Obligation (the “Paying Agent/Registrar”), lawfully available funds of the City in an amount sufficient to provide for the defeasance and redemption of the Outstanding Obligation on the Redemption Date; and

WHEREAS, the City has entered into a First Supplement to Agreement Regarding the Construction of Improvements (the “CDC Agreement”) with the Deer Park Community Development Corporation (the “CDC”) pursuant to which the CDC will provide funds for the redemption of the Outstanding Obligation; and

WHEREAS, the City will obtain a sufficiency certificate verifying the sufficiency of the amounts deposited with the Paying Agent/Registrar to pay the principal of and interest on the Redeemed Obligation (as defined herein) when due on the Redemption Date (the “Sufficiency Certificate”); and

WHEREAS, upon the deposit of funds with the Paying Agent/Registrar as specified in the Sufficiency Certificate, the City will have effected the defeasance of the Redeemed Obligation under Chapter 1207, Texas Government Code, as amended, and the Outstanding Obligation Ordinance, and the Redeemed Obligation shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to the funds deposited with the Paying Agent/Registrar; and

WHEREAS, the City Council hereby finds and declares that the meeting at which this Ordinance is considered is open to the public, and that the public notice of the time, place and purpose of the meeting was given, as required by Chapter 551, Texas Government Code; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS:

Section 1. Findings. It is hereby found and determined that the matters and facts set out in the recitals of this Ordinance are true and correct and incorporated herein for all purposes. All capitalized terms not otherwise defined in the recitals to this Ordinance shall have the meaning set forth in the Outstanding Obligation Ordinance.

Section 2. Approval of Defeasance and Redemption of Redeemed Obligation; Approval of Use of Funds. It is hereby found and determined that taking into account the obligations of the CDC to transfer funds to the City under the CDC Agreement, sufficient lawfully available funds of the City will be available for the purpose of defeasing and redeeming the Redeemed Obligation and to pay the costs relating thereto. It is hereby found and determined that it is in the best interest of the City to use such funds, in an amount not to exceed \$935,000, to effect the defeasance and redemption of the Redeemed Obligation. The City Council hereby authorizes the use of such lawfully available funds (i) in an amount sufficient to provide for the payment of the principal of and interest on the Redeemed Obligation when due on the Redemption Date, as verified in the Sufficiency Certificate, in order to accomplish the defeasance and redemption of the Redeemed Obligation, and (ii) in an amount sufficient to pay any costs relating to the redemption and defeasance of the Redeemed Obligation.

Section 3. Redemption Prior to Stated Maturity of Redeemed Obligation. The City hereby designates the portion of the Outstanding Obligation set forth below to be defeased and/or called for redemption prior to stated maturity on the Redemption Date (the Outstanding Obligation, so designated, is the "Redeemed Obligation"), with such Redeemed Obligation to be redeemed at a price of par plus accrued interest to the Redemption Date, and authorizes and directs notice of such defeasance and redemption to be given in accordance with the terms of the Outstanding Obligation Ordinance.

The Redeemed Obligation

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>
3/15/2024	\$915,000	9/15/2022

Section 4. Related Matters. To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor, City Manager, the Assistant City Manager, the Director of Finance, the City Secretary, the City Attorney and all other appropriate officers and agents of the City are hereby authorized and directed to take all actions that are reasonably necessary to provide for the defeasance and redemption of the Redeemed Obligation, including, without limitation, paying any fees or expenses required in connection with the defeasance and redemption of the Redeemed Obligations and executing and delivering on behalf of the City all notices, consents, receipts, requests, agreements and other documents as may be necessary to direct the application of funds of the City consistent with the provisions of this Ordinance. The City's bond counsel, Bracewell LLP, Houston, Texas, and financial advisor, BOK Financial Securities, Inc., Houston, Texas, are hereby authorized and directed to assist the City in effectuating the intent of this Ordinance.

Section 5. No Personal Liability. No recourse shall be had for payment of principal of or interest on any Redeemed Obligations or for any claim based thereon against any member of the City Council or employee of the City.

Section 6. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, neither the remaining portions of this Order nor their application to other persons or sets of circumstances shall be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, invalidity or unenforceability of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 7. Effective Date. This Ordinance shall take effect immediately from and after its passage by the City Council of the City.

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PASSED, APPROVED AND EFFECTIVE this 2nd day of August, 2022.

City Secretary
City of Deer Park, Texas

Mayor
City of Deer Park, Texas

[SEAL]

APPROVED IN ACCORDANCE WITH SECTION 2.06 OF THE CITY OF DEER PARK,
TEXAS CITY CHARTER:

City Attorney
City of Deer Park, Texas

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, the undersigned officer of the City Council of Deer Park, Texas, hereby certify as follows:

1. The City Council of Deer Park, Texas convened in a regular meeting on the 2nd day of August, 2022, at the regular meeting place thereof within said City. The duly constituted officers and members of said City Council, to wit, were as follows:

Jerry Mouton, Jr.	Mayor
Sherry Garrison	Council Member, Position 1
TJ Haight	Council Member, Position 2
Tommy Ginn	Council Member, Position 3
Bill Patterson	Council Member, Position 4
Ron Martin	Council Member, Position 5
Georgette Ford	Council Member, Position 6

and all of said persons were present, except for the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. _____

ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DEER PARK,
TEXAS AUTHORIZING THE DEFEASANCE AND REDEMPTION OF
CERTAIN OUTSTANDING OBLIGATIONS; AND CONTAINING OTHER
PROVISIONS RELATING THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

_____ Member(s) shown present voted "Aye."

_____ Member(s) shown present voted "No."

_____ Member(s) present abstained from voting.

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance is on file in the City Council's minutes of said meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of

the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 2nd day of August, 2021.

City Secretary
City of Deer Park, Texas

[SEAL]



Legislation Details (With Text)

File #:	ORD 22-063	Version:	1	Name:	
Type:	Ordinance	Status:		Agenda Ready	
File created:	7/25/2022	In control:		City Council	
On agenda:	8/2/2022	Final action:			
Title:	Consideration of and action on an ordinance authorizing the issuance of City of Deer Park, Texas Limited Tax Refunding Bonds, Series 2022; levying a tax in payment thereof; authorizing the redemption prior to maturity of certain outstanding obligations; providing for the award and sale of said bonds in accordance with certain parameters; and enacting other provisions relating thereto.				
Sponsors:	City Manager's Office, Finance				
Indexes:					
Code sections:					
Attachments:	City of Deer Park - Overview of Potential Refunding Opportunity (7-19-22) Bond Ordinance (Ltd Tax Ref Series 2022)				

Date	Ver.	Action By	Action	Result
8/2/2022	1	City Council		

Consideration of and action on an ordinance authorizing the issuance of City of Deer Park, Texas Limited Tax Refunding Bonds, Series 2022; levying a tax in payment thereof; authorizing the redemption prior to maturity of certain outstanding obligations; providing for the award and sale of said bonds in accordance with certain parameters; and enacting other provisions relating thereto.

Summary: The City's Financial Advisor, John Robuck, from BOK Financial Securities, Inc., has identified an opportunity to take advantage of current market rates and consider refunding a portion of outstanding debt at a lower interest rate for interest cost savings currently estimated at \$210,700. Mr. Robuck has identified a total refunding of \$5,740,000 representing the outstanding principal maturing between the years 2024-2034 on the Certificates of Obligation, Series 2014 and the General Obligation and Refunding Bonds, Series 2014, collectively. This refunding would be accomplished through the issuance of Limited Tax Refunding Bonds estimated in the principal amount of \$5,310,000. During the workshop meeting on August 2, 2022, Mr. Robuck and the City's Bond Counsel, Jonathan Frels, from Bracewell LLP, presented a tentative schedule of events and answered questions related to this refunding opportunity.

Fiscal/Budgetary Impact:

Payment of the debt service and issuance costs related to these bonds are payable from ad valorem tax revenues.

Approve the ordinance authorizing the issuance of City of Deer Park, Texas Limited Tax Refunding Bonds, Series 2022 and providing for the award and sale of said bonds in accordance with the

parameters specified therein.



City of Deer Park

Overview of Potential Refunding Opportunity for Debt Service Savings

August 2, 2022

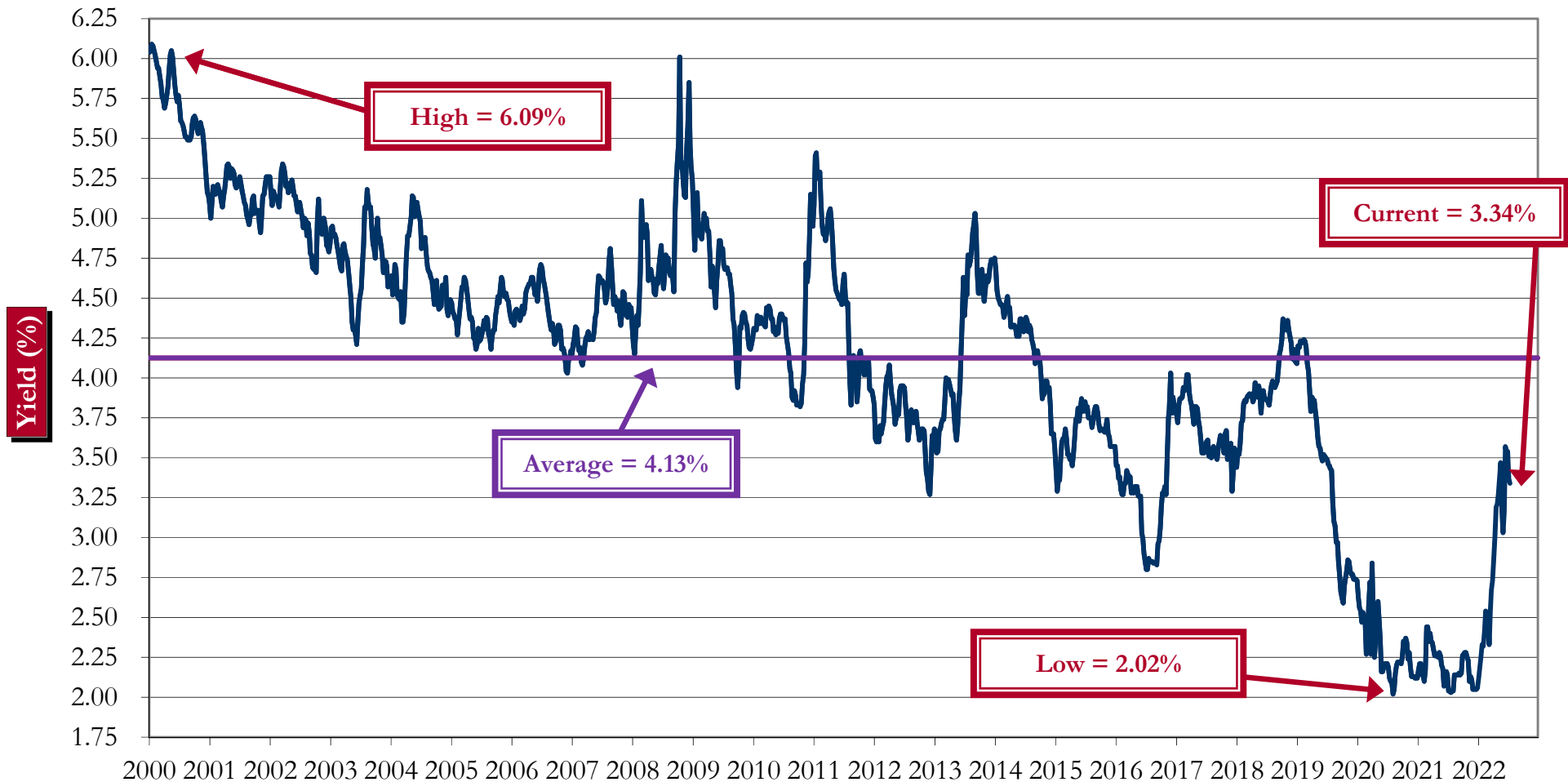
Securities, insurance and advisory services offered through BOK Financial Securities, Inc., member FINRA/SIPC and a subsidiary of BOK Financial Corporation. Services may be offered under our trade name, BOK Financial Advisors.

NOT FDIC INSURED | NO BANK GUARANTEE | MAY LOSE VALUE



Overview of Current Bond Market – Bond Buyer Index

**The Bond Buyer Index
January 1, 2000 To The Present**



The Bond Buyer Index is published every Thursday. The rate consists of general obligation bonds maturing in 20 years with an average rating equivalent to Moody's "Aa2" and S&P's "AA."



Historical Refunding Results

Summary of City's Bond Refunding Strategies

Summary of Interest Cost Savings Since 2008			
Issue	Series Refunded	Principal Amount Refunded	Total Savings
General Obligation Refunding Bonds, Series 2008	1997 GO, 1997 CO	\$ 4,470,000	\$ 268,462
General Obligation Refunding Bonds, Series 2010	1997, 2000, 2001	6,375,000	429,443
General Obligation Refunding Bonds, Series 2011	2002A	3,460,000	528,786
General Obligation Refunding Bonds, Series 2012	2005	4,525,000	485,421
General Obligation & Refunding Bonds, Series 201	2002, 2005	2,025,000	213,559
Limited Tax Refunding Bonds, Series 2016	2007 C/O, 2007 Bonds	6,480,000	710,601
Limited Tax Refunding Bonds, Series 2019	2010	4,825,000	690,125
Limited Tax Refunding Bonds, Series 2020	2011 CO, 2012 CO, 2012	7,280,000	700,016
Limited Tax Refunding Bonds, Series 2021	2013	5,750,000	641,772
Grand Total:		\$ 45,190,000	\$ 4,668,185

Since 2008, the City's debt management bond refunding strategies have generated \$4,668,185 of savings for City taxpayers!



Summary of Callable Bonds Outstanding

Summary of City's Call Provisions on Outstanding Bond Issues

City of Deer Park - Summary of Callable Bonds Outstanding - As of July 1, 2022

Issue Description	Type	Principal Amount Outstanding	Call Date	Principal Amount Callable	Callable Maturities	Final Maturity	Coupons: Callable Maturities
General Obligation Refunding Bonds, Series 2011	City	\$ 275,000	Non-Callable	-	-	2023	-
General Obligation and Refunding Bonds, Series 2014	City	1,655,000	03/15/2023	1,380,000	2024-2034	2034	3.000% - 4.000%
Certificates of Obligation, Series 2014	City	4,705,000	03/15/2023	4,360,000	2024-2034	2034	3.000% - 4.000%
Certificates of Obligation, Series 2015	City	2,420,000	Non-Callable	-	-	2025	-
Certificates of Obligation, Series 2015-A	City	5,630,000	03/15/2024	4,980,000	2025-2035	2035	3.000% - 3.500%
Certificates of Obligation, Series 2016	DPCDC	2,915,000	Anytime	2,915,000	2022-2026	2026	1.590%
Limited Tax Refunding Bonds, Series 2016	City	4,135,000	03/15/2026	975,000	2027	2027	4.000%
Certificates of Obligation, Series 2016A	City	5,790,000	03/15/2026	4,535,000	2027-2036	2036	3.000% - 4.000%
Certificates of Obligation, Series 2017	DPCDC	915,000	Anytime	915,000	2024	2024	1.890%
Certificates of Obligation, Series 2017-A	City	4,310,000	03/15/2026	3,345,000	2037	2037	3.000%
Certificates of Obligation, Series 2018	City	5,585,000	03/15/2028	4,030,000	2029-2038	2038	3.250% - 3.500%
Limited Tax Refunding Bonds, Series 2019	City	3,460,000	03/15/2029	480,000	2030	2030	4.000%
Certificates of Obligation, Series 2019	City	3,765,000	03/15/2029	2,500,000	2031-2039	2039	3.000% - 4.000%
Limited Tax Refunding Bonds, Series 2020	City	5,545,000	03/15/2030	1,100,000	2031-2032	2032	3.000%
Certificates of Obligation, Series 2020	City	4,660,000	03/15/2030	2,935,000	2031-2040	2040	3.000%
Certificates of Obligation, Series 2021	DPCDC	21,605,000	03/15/2031	16,470,000	2032-2046	2046	3.000% - 4.000%
General Obligation Refunding Bonds, Series 2021	City	20,240,000	03/15/2031	12,865,000	2032-2041	2041	3.000% - 4.000%
Limited Tax Refunding Bonds, Series 2021	City	5,055,000	03/15/2031	1,205,000	2033	2033	4.000%
Totals		\$ 102,665,000	---	\$ 64,990,000	---	---	---

The City currently has \$64,990,000 of existing bonds eligible to be repaid/refinanced prior to final maturity, of which \$14,550,000 are callable within the next 3 years.



Bonds to be Refunded*

Summary of Potential Bonds to be Refunded

Series	Maturity Date	Principal Amount *	Call Date/Price	Interest Rate
Certificates of Obligation Series 2014	3/15/2024	\$310,000	3/15/2023 @ 100	3.000%
	3/15/2025	320,000	3/15/2023 @ 100	3.500%
	3/15/2026	335,000	3/15/2023 @ 100	3.500%
	3/15/2027	350,000	3/15/2023 @ 100	3.500%
	3/15/2028	430,000	3/15/2023 @ 100	4.000%
	3/15/2029	445,000	3/15/2023 @ 100	4.000%
	3/15/2030	460,000	3/15/2023 @ 100	4.000%
	3/15/2031	400,000	3/15/2023 @ 100	4.000%
	3/15/2032	420,000	3/15/2023 @ 100	4.000%
	3/15/2033	435,000	3/15/2023 @ 100	4.000%
	3/15/2034	455,000	3/15/2023 @ 100	4.000%
General Obligation and Refunding Bonds, Series 2014	3/15/2024	795,000	3/15/2023 @ 100	3.000%
	3/15/2025 (a)	50,000	3/15/2023 @ 100	3.500%
	3/15/2026 (a)	50,000	3/15/2023 @ 100	3.500%
	3/15/2027 (a)	55,000	3/15/2023 @ 100	3.500%
	3/15/2028 (a)	55,000	3/15/2023 @ 100	4.000%
	3/15/2029 (a)	55,000	3/15/2023 @ 100	4.000%
	3/15/2030 (a)	60,000	3/15/2023 @ 100	4.000%
	3/15/2031 (a)	60,000	3/15/2023 @ 100	4.000%
	3/15/2032 (a)	65,000	3/15/2023 @ 100	4.000%
	3/15/2033 (a)	65,000	3/15/2023 @ 100	4.000%
	3/15/2034 (a)	70,000	3/15/2023 @ 100	4.000%
Totals:		<u>\$5,740,000</u>		

- Preliminary, subject to change. Based on current federal tax law, represents the City's debt obligations that can be refunded on a tax-exempt basis on or after December 15, 2021.

(a) Represents a Term Bond maturing in 2027, 2030 and 2034.



Debt Service Requirements

Estimated Debt Service Requirements and Interest Cost Savings

Fiscal Year Ending (9/30)	Current Total Debt Service (a)	Less: Debt Service on the Refunded Bonds*	Plus: The Series 2022 Refunding Bonds		Total Debt Service	Estimated Savings (c)
			Principal*	Interest (b)		
2022	\$10,929,933				\$10,929,933	
2023	12,389,869	\$212,750		195,438	12,372,557	
2024	12,454,017	1,301,175	\$1,040,000	239,500	12,432,342	\$21,675
2025	11,372,300	543,125	320,000	205,500	11,354,675	17,625
2026	10,934,634	544,913	335,000	189,125	10,913,847	20,788
2027	10,757,843	551,088	360,000	171,750	10,738,505	19,338
2028	9,894,474	614,300	445,000	151,625	9,876,799	17,675
2029	9,885,568	609,600	460,000	129,000	9,864,968	20,600
2030	9,882,555	609,200	485,000	105,375	9,863,730	18,825
2031	9,464,436	529,600	430,000	82,500	9,447,336	17,100
2032	9,466,523	535,700	455,000	60,375	9,446,198	20,325
2033	8,937,131	531,000	475,000	37,125	8,918,256	18,875
2034	8,315,299	535,500	505,000	12,625	8,297,424	17,875
2035	7,777,385				7,777,385	
2036	7,219,873				7,219,873	
2037	6,706,790				6,706,790	
2038	6,380,384				6,380,384	
2039	5,846,206				5,846,206	
2040	5,550,656				5,550,656	
2041	5,216,475				5,216,475	
2042	3,713,675				3,713,675	
2043	2,414,388				2,414,388	
2044	2,414,388				2,414,388	
2045	2,416,463					
2046	2,415,538					
2047	1,037,500				1,037,500	
2048	1,037,838				1,037,838	
Totals	\$194,832,136	\$7,117,950	\$5,310,000	\$1,579,938	\$189,772,124	\$210,700
Present Value Savings:						3.150%

- * Preliminary, subject to change.
- (a) Includes the estimated results of the City's General Obligation Bonds, Series 2022 and Certificates of Obligation, Series 2022. Also includes the debt service requirements paid by the Waterworks and Sewer System and the Community Development Corporation.
- (b) Interest estimated at current market tax-exempt interest rates, for illustrative purposes only.
- (c) Includes estimated transaction costs and any necessary debt service fund transfers.



Tentative Schedule of Events

August - 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September - 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October - 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

November - 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December - 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

\$5,310,000* Limited Tax Refunding Bonds, Series 2022

Date	Action	Role
Tuesday, August 2, 2022	City Council Meeting Review Schedule of Events, Plan of Finance and Approve Parameter Ordinance	City, FA, BC
Monday, September 19, 2022	First Draft of Preliminary Official Statement ("POS")	FA, BC
Monday, October 3, 2022	Second Draft of POS	City, FA, BC
Friday, October 14, 2022	Third Draft of POS	City, FA, BC, UW
Week of October 17, 2022	Rating Agency and Diligence Calls	City, FA, BC, UW
Monday, October 24, 2022	Final Draft of POS	City, FA, BC, UW
Monday, November 7, 2022	Print/Distribute POS	FA
Week of November 14, 2022	Bond Sale - Lock in Interest Rates Approval of Bond Sale by Pricing Officer	City, FA, BC, UW
Tuesday, December 20, 2022	Closing/Delivery	City, FA, BC, UW

PARTICIPANTS

City – City of Deer Park
FA – BOK Financial Securities, Inc.
BC – Bracewell LLP
UW - Underwriters

* Preliminary, subject to change.

ORDINANCE NO. ____

AUTHORIZING THE
ISSUANCE OF

CITY OF DEER PARK, TEXAS
LIMITED TAX REFUNDING BONDS
SERIES 2022

Adopted: August 2, 2022

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Schedule I – Refunded Obligation Candidates

Exhibit A – Form of Pricing Certificate

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF DEER PARK,
TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2022; LEVYING A
TAX IN PAYMENT THEREOF; AUTHORIZING THE REDEMPTION PRIOR
TO MATURITY OF CERTAIN OUTSTANDING OBLIGATIONS;
PROVIDING FOR THE AWARD AND SALE OF SAID BONDS IN
ACCORDANCE WITH CERTAIN PARAMETERS; AND ENACTING OTHER
PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, the City of Deer Park, Texas (the “City”) desires to issue the bonds hereinafter authorized for the purpose of refunding certain of its outstanding obligations as identified and described on Schedule I attached hereto (the “Refunded Obligation Candidates”) for the purpose of achieving debt service savings; and

WHEREAS, it is intended that all or a portion of the Refunded Obligation Candidates shall be designated as Refunded Obligations (as hereinafter defined) in the Pricing Certificate (as hereinafter defined) and shall be refunded pursuant to this Ordinance and the Pricing Certificate; and

WHEREAS, Chapter 1207, Texas Government Code, as amended, (“Chapter 1207”) authorizes the City to issue refunding bonds for the purpose of refunding the Refunded Obligations in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Obligations (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds or securities, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, the City desires to authorize the execution of an escrow agreement or a deposit agreement, if necessary, in order to provide for the deposit of proceeds of the refunding bonds and, to the extent specified pursuant hereto, other lawfully available funds of the City and to pay the redemption price of the Refunded Obligations when due; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the ordinances authorizing the issuance of the Refunded Obligations shall be, with respect to the Refunded Obligations, discharged, terminated and defeased; and

WHEREAS, the City hereby finds and determines that the issuance and delivery of the refunding bonds hereinafter authorized is necessary and in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the City hereby finds and determines that the refunding contemplated in this Ordinance will benefit the City by providing a present value savings in the debt service payable by the City, and that such benefit is sufficient consideration for the refunding of the Refunded Obligations; and

WHEREAS, pursuant to Chapter 1207, the City desires to delegate the authority to effect the sale of the Bonds (as defined herein) to the Authorized Officer (as defined herein); and

WHEREAS, the meeting at which this Ordinance is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; Now, Therefore

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided in this Ordinance or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

“Authorized Officer” means the City Manager, the Assistant City Manager, the Finance Director or the Mayor of the City or his designee, who are authorized to act on behalf of the City in selling and delivering the Bonds, or such other officers of the City as designated in writing.

“Bond” means any of the Bonds.

“Bonds” means the City’s bonds authorized to be issued by Section 3.01 of this Ordinance.

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“City” means the City of Deer Park, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means the date of the Bonds as designated in the Pricing Certificate.

“Debt Service Fund” means the debt service fund established by Section 2.02 of this Ordinance.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in the Pricing Certificate, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Escrow Agent” means the escrow agent designated in the Pricing Certificate.

“Escrow Agreement” means the escrow agreement by and between the City and the Escrow Agent relating to the Refunded Obligations.

“Escrow Fund” means the fund or funds established by the Escrow Agreement to hold cash and securities for the payment of debt service on the Refunded Obligations.

“Escrow Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the Pricing Certificate, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of the Pricing Certificate, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year of the City as shall be set from time to time by the City Council.

“Initial Bond” means the Initial Bond authorized by Section 3.04(d) of this Ordinance.

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid, as designated in the Pricing Certificate.

“Initial Purchaser” means, if the Bonds are sold pursuant to a competitive sale, the initial purchaser or initial purchasers of the Bonds designated in the Pricing Certificate.

“Maturity” means the date on which the principal of the Bonds becomes due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

“MSRB” means the Municipal Securities Rulemaking Board.

“Notice of Sale” means the notice of sale in the form approved by the Authorized Officer and utilized in conjunction with the Preliminary Official Statement in the sale of the Bonds, if the Bonds are sold pursuant to a competitive sale.

“Ordinance” means this Ordinance authorizing the Bonds.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means the paying agent/registrar designated in the Pricing Certificate.

“Paying Agent Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Bonds.

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer, in substantially the form attached hereto as Exhibit A with such variations, omissions and insertions as are approved by the Authorized Officer as indicated by his/her signature.

“Purchase Agreement” means the purchase agreement between the City and the Underwriter providing for the sale of the Bonds, if the Bonds are sold pursuant to a negotiated sale.

“Record Date” means the Record Date set forth in the Pricing Certificate.

“Refunded Obligation Candidates” means the obligations of the City described in Schedule I attached hereto which are hereby authorized to be designated as Refunded Obligations in the Pricing Certificate.

“Refunded Obligations” mean those obligations of the City designated as such in the Pricing Certificate from the list of Refunded Obligation Candidates.

“Representative” means, if the Bonds are sold pursuant to a negotiated sale, the representative of the Underwriters designated in the Purchase Contract.

“Register” means the bond register specified in Section 3.06(a).

“Regulations” means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representations Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the date that is 15 days after the Special Record Date, as described in Section 3.03(e).

“Special Record Date” means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, as described in Section 3.03(e).

“State” means the State of Texas.

“Stated Maturity” means the respective stated maturity dates of the Bonds specified in the Pricing Certificate.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal, premium, if any, or interest, or money set aside for the payment of Bonds duly called for redemption prior to Stated Maturity and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

“Underwriter” means, if the Bonds are sold pursuant to a negotiated sale, the underwriter or underwriters designated in the Purchase Agreement.

Section 1.02. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings. The table of contents, titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise. References to section numbers shall mean sections in this Ordinance.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(d) References to section numbers shall mean sections in this Ordinance unless designated otherwise.

ARTICLE II

SECURITY FOR THE BONDS; DEBT SERVICE FUND

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Constitution and the laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any part of the principal of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on all taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all taxable property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Debt Service Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Ordinance and related expenses.

(d) To pay debt service on the Bonds coming due prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 2.02. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the “City of Deer Park, Texas, Limited Tax Refunding Bonds, Series 2022, Debt Service Fund” (the “Debt Service Fund”) said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Debt Service Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND
PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization. The City's Bonds to be designated "City of Deer Park, Texas, Limited Tax Refunding Bonds, Series 2022," unless otherwise designated in the Pricing Certificate, are hereby authorized to be issued and delivered in accordance with the Constitution and the laws of the State, specifically Chapter 1207. The Bonds shall be issued in the aggregate principal amount not to exceed [\$5,850,000] for the purpose of refunding the Refunded Obligations and paying the costs of issuing the Bonds.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the Dated Date as set forth in the Pricing Certificate, shall be issued in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof, and shall be numbered separately from R-1 upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Bond, which shall be numbered I-1. Bonds delivered on transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in denominations of \$5,000 or any integral multiple thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(b) The Bonds shall mature on the same day in each of the years and in the principal amounts, and shall bear interest at the per annum rates, all as set forth in the Pricing Certificate.

(c) Interest shall accrue and be paid on each Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of (i) the Dated Date or the Closing Date, as set forth in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date until Maturity and shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangements.

(c) The principal of each Bond shall be paid to the Owner thereof on the Maturity date thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(d) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a Special Record Date will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the Special Payment Date of the past due interest shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three (3) years after the retirement of all outstanding Bonds, such money shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.04. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary or Deputy City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall

have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State, or by her duly authorized agent, which certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State, and that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of the Bonds designated in the Pricing Certificate, payable in stated installments to the Representative or its designee (if the Bonds are sold in a negotiated sale) or the Initial Purchaser or its designee (if the bonds are sold in a competitive sale) to be executed by the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary or Deputy City Secretary, approved by the Attorney General of the State, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Representative or its designee (if the Bonds are sold in a negotiated sale) or the Initial Purchaser or its designee (if the bonds are sold in a competitive sale). Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Section 3.09 hereof. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest on the Bonds is to be paid to the person in whose name the Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a bond register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate

and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07. Cancellation. All Bonds paid or redeemed before the Stated Maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.08. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.09. Book-Entry Only System.

(a) Unless otherwise specified in the Pricing Certificate, the definitive Bonds shall be initially issued in the form of a separate fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, including any notice of redemption,, (ii) the delivery to any DTC Participant or any other person, other than an Owner of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than an Owner of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as

the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds for the purpose of giving notices with respect to such Bond, and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register, as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of premium, if any, principal and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Ordinance with respect to interest payments being mailed to the Owner as shown on the Register on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City determines that it is in the best interest of the City and of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Bonds shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02. Optional Redemption. The Bonds shall be subject to redemption at the option of the City at such times, in such amounts, in such manner and at such redemption prices as may be designated in the Pricing Certificate.

Section 4.03. Mandatory Redemption.

(a) The Bonds designated as “Term Bonds” in the Pricing Certificate (the “Term Bonds”), if any, are subject to scheduled mandatory redemption and will be redeemed by the City, in part, at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Section 4.02, the City shall determine the maturities (or mandatory sinking fund payment with respect to Term Bonds, if any) and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or any other customary random selection method such Bonds for redemption.

(b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed,

at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption to the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.08. Lapse of Payment. Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Bonds, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate.

(b) The form of Paying Agent/Registrar Agreement is hereby approved. The Authorized Officer is hereby authorized and directed to execute and deliver, or cause the execution and delivery by the Mayor or Mayor Pro Tem and the City Secretary or Deputy City Secretary, of a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any of the Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.04. Termination. The City reserves the right to terminate the appointment of any Paying Agent/Registrar by (i) delivering to the entity whose appointment is to be terminated 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided that, no such termination shall be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each

Owner by first class United States mail, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, and by executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed herein.

Section 5.07. Delivery of Records to Successor. The Paying Agent/Registrar, promptly upon the appointment of a successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State to accompany the Initial Bond, the Certificate of the Paying Agent/Registrar, and the Assignment form which shall accompany, appear on or be attached or affixed to each of the Bonds, (i) shall be substantially in the form set forth in form of the Pricing Certificate attached hereto as Exhibit A, with such appropriate insertions, omissions, substitutions, and other variations as may be necessary or desirable and not prohibited by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any legend relating to bond insurance for the Bonds or reproduction of an opinion of counsel) as, consistently herewith, may be determined by the Authorized Officer or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) The definitive Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(c) The Initial Bond submitted to the Attorney General of the State may be typewritten and photocopied or otherwise reproduced.

Section 6.02. CUSIP Registration. The City may secure identification numbers through the CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence, or another entity that provides securities identification numbers for municipal securities, and may print such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel to the City are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03. Legal Opinion. The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Bond.

Section 6.04. Bond Insurance. If it is determined that the purchase of bond insurance would result in savings to the City, the Authorized Officer is hereby authorized to approve the purchase of and payment of the premium for bond insurance by the City and the terms of commitment for such insurance, if any. All officials and representatives of the City are authorized and directed to execute such documents and to do any and all things necessary or desirable to obtain such insurance. A statement relating to the bond insurance obtained for the Bonds, if any, may be printed on or attached to each Bond.

ARTICLE VII

DELEGATION OF AUTHORITY, SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds; Official Statement.

(a) The Bonds shall be sold to the Underwriter or the Initial Purchaser in accordance with the terms of this Ordinance. As authorized by Chapter 1207, the Authorized Officer is authorized to act on behalf of the City in selling and delivering the Bonds and in carrying out the other procedures specified in this Ordinance, including determining whether the Bonds should be sold at a competitive or negotiated sale, the price at which each of the Bonds will be sold, the number and designation of each series or subseries of Bonds to be issued, whether such series of Bonds will be designated as qualified tax-exempt obligations, the form in which the Bonds shall be issued, the years and dates on which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of the Refunded Obligations, the aggregate principal amount of the Bonds to be issued by the City, the rate of interest to be borne by each maturity of the Bonds, the Interest Payment Dates, the Record Date, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City and shall be subject to mandatory sinking fund redemption, the final defeasance provisions, the designation of the Refunded Obligations from the Schedule of Refunded Obligation Candidates attached hereto as Schedule I, the selection of Underwriter if the Bonds are sold in a negotiated sale, the award of the Bonds to an Initial Purchaser if the Bonds are sold in a competitive sale, the selection of a paying agent/registrar, the escrow agent, if any, the designation of a verification agent, if any, and bond insurer, if any, and all other matters relating to the issuance, sale and delivery of the Bonds and including the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that the following conditions can be satisfied:

(i) the true interest cost for the Bonds shall not be a rate greater than 4.00%, which amount is less than the maximum rate allowed under Section 1204.006, Texas Government Code, as amended;

(ii) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed the limits described in that Section;

(iii) the refunding of the Refunded Obligations shall produce a present value debt service savings of at least 3.00% of the principal amount of the Refunded Obligations; and

(iv) no Bond shall mature later than the latest maturity date of the Refunded Obligations.

(b) If the Bonds are sold pursuant to a negotiated sale, the Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the City a Purchase Agreement providing for the sale of the Bonds to the Underwriter, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Agreement in accordance with the terms of the Pricing Certificate and this Ordinance, which final terms shall be determined to be the most advantageous reasonably attainable by the City, such approval and determination being evidenced by its execution thereof by the Authorized Officer. If the Bonds are sold in a competitive sale, the Authorized Officer is hereby authorized and directed to approve, in conformity with this Ordinance and the Notice of Sale, the terms, conditions and specifications for the sale of the Bonds, and is further authorized to award the sale of the Bonds to one or more purchasers submitting the bid or bids conforming to the specifications set forth in the Notice of Sale that produce the lowest true interest cost to the City. All officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Initial Bond shall initially be registered in the name of the Representative (if the Bonds are sold in a negotiated sale) or such other entity as may be specified in the Purchase or the Initial Purchaser (if the Bonds are sold in a competitive sale) or such other entity as may be specified in the bid form(s).

(c) The authority granted to the Authorized Officer under Sections 7.01(a) through Section 7.01(c) shall expire at 11:59 p.m. on a date 180 days from the date of this Ordinance, unless otherwise extended by the City by separate action. For purposes of clarity, if the award of sale is made within such period, the closing on the Bonds may take place after the expiration of such period.

(d) The City hereby authorizes the preparation of a Preliminary Official Statement for use in the initial offering and sale of the Bonds and authorizes the Authorized Officer to approve the final form of and deem the Preliminary Official Statement (with such addenda, supplements or amendments as may be approved by the Authorized Officer) final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934 on behalf of the City. The City hereby authorizes the preparation of an Official Statement reflecting the terms of the Purchase Agreement (if the Bonds are sold in a negotiated sale) or winning bid form (if the Bonds are sold in a competitive sale) and other relevant information. The use of such final Official Statement by the Underwriter (in the form and with such appropriate variations as shall be approved by the Authorized Officer and the Representative) is hereby approved and authorized and the proper officials of the City are authorized to sign such Official Statement.

(e) The Authorized Officer and all other officers of the City are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the

Bonds, pay the costs of issuance of the Bonds, and effectuate the terms and provisions of this Ordinance.

Section 7.02. Control and Delivery of Bonds.

(a) The Mayor or his designee is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to either the Underwriter or the Purchaser under and subject to the general supervision and direction of the Authorized Officer, against receipt by the City of all amounts due to the City under the terms of sale.

Section 7.03. Deposit of Proceeds; Transfer of Funds. Proceeds from the sale of the Bonds, together with other funds of the City, if any, shall, promptly upon receipt by the City, be applied as set out in the Pricing Certificate. Any proceeds remaining after the accomplishment of such purposes, including interest earnings on the investment of such proceeds, shall be deposited to the Debt Service Fund.

ARTICLE VIII

REPRESENTATIONS AND COVENANTS

Section 8.01. Payment of the Bonds. On or before each date on which principal, premium, if any, or interest is due on the Bonds, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such principal, premium, if any, or interest when due.

Section 8.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been or will be duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

ARTICLE IX

PROVISIONS CONCERNING FEDERAL INCOME TAX MATTERS

Section 9.01. General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Bonds.

Section 9.02. No Private Activity Bonds. The City covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

Section 9.03. No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

Section 9.04. No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

Section 9.05. No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

Section 9.06. Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Bonds, be rebated to the United States.

Section 9.07. Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

Section 9.08. Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Refunded Obligations and the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

Section 9.09. Registration. If the Bonds are “registration-required bonds” under section 149(a)(2) of the Code, the Bonds will be issued in registered form.

Section 9.10. Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

Section 9.11. Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

ARTICLE X

DISCHARGE

Section 10.01. Discharge. The Bonds may be refunded, discharged or defeased in any manner now or hereafter permitted by applicable law.

ARTICLE XI

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED OBLIGATIONS

Section 11.01. Subscription for Securities. The Authorized Officer is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the Escrow Securities required by and referenced in the Escrow Agreement, if any, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved and ratified.

Section 11.02. Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Obligations. The Authorized Officer is hereby authorized to select and appoint the Escrow Agent for Bonds, if any, and the Escrow Agent shall be designated in the Pricing Certificate. The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the Mayor or Mayor Pro Tem and the City Secretary or Deputy City Secretary, an Escrow Agreement, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof or the execution thereof by other appropriate City officials. Alternatively, the Authorized Officer may elect to deposit directly with the paying agent for the Refunded Obligations the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations and is hereby authorized to execute and deliver a deposit agreement in connection with such deposits if necessary in connection with such deposits.

Section 11.03. Redemption and Defeasance of Refunded Obligations. Following the deposit to the Escrow Fund or such other fund held by the paying agent for the Refunded Obligations as herein specified, or with the paying agent for the Refunded Obligations as herein

specified, the Refunded Obligations shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund or such other fund held by the paying agent for the Refunded Obligations for the purpose of refunding the Refunded Obligations and shall cease to be payable from ad valorem taxes. The Refunded Obligations are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The City Secretary or Deputy City Secretary is hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Obligations a certified copy of this Ordinance calling the Refunded Obligations for redemption and a copy of the Pricing Certificate calling the Refunded Obligations for redemption. The delivery of this Ordinance and the Pricing Certificate to the paying agent for the Refunded Obligations shall constitute the giving of notice of redemption to the paying agent for the Refunded Obligations and such paying agent is hereby authorized and directed to give notice of redemption to the owners and insurers, if applicable, of the Refunded Obligations in accordance with the requirements of the respective ordinances authorizing the issuance thereof.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the City ending in or after 2023, financial information and operating data with respect to the City of the general type included in the Official Statement, being the information described in the Pricing Certificate, and including financial statements of the City if audited financial statements of the City are then available and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the rules to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document, including an official statement or other offering document, if it is available to the public on the MSRB's internet website or has been filed with the SEC. the financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

Section 12.02. Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of the holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the

City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

- (14) Appointment of successor or additional paying agent/registrar or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.01, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.

(b) The City shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the City to provide required annual financial information in accordance with Section 12.01. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds no longer to be outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the provisions of this Article, the City shall include with any amended financial information or operating data next provided in accordance with this Article an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Changes to Ordinance. Bond Counsel is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of the State.

Section 13.02. Partial Invalidity. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 13.03. Repealer. All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 13.04. Individuals Not Liable. No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Bonds, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 13.05. Related Matters. To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor, the City Manager, the Assistant City Manager, the Director of Finance, the City Secretary, the City Attorney and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Ordinance.

Section 13.06. Severability and Savings. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

Section 13.07. Force and Effect. This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Execution Page Follows]

PASSED, APPROVED AND EFFECTIVE this 2nd day of August, 2022.

City Secretary
City of Deer Park, Texas

Mayor
City of Deer Park, Texas

[SEAL]

APPROVED IN ACCORDANCE WITH SECTION 2.06 OF THE CITY OF DEER PARK,
TEXAS CITY CHARTER:

City Attorney
City of Deer Park, Texas

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATION CANDIDATES

Certificates of Obligation, Series 2014

General Obligation and Refunding Bonds, Series 2014

EXHIBIT A

FORM OF PRICING CERTIFICATE

Re: City of Deer Park, Texas Limited Tax Refunding Bonds, Series 2022 (the “Bonds”)

I, the undersigned [City Manager/Assistant City Manager/Finance Director/Mayor] of the City of Deer Park, Texas (the “City, do hereby make and execute this Pricing Certificate pursuant to an ordinance adopted by the City Council of the City on August 2, 2022 (the “Ordinance”) authorizing the issuance of the referenced Bonds. Capitalized terms used in this Pricing Certificate shall have the meanings given such terms in the Ordinance.

As authorized by Section 7.01 of the Ordinance, I have acted on behalf of the City in selling the Bonds to _____ (the “Underwriter[s]”) pursuant to the terms of the Purchase Agreement dated as of the date hereof. The Bonds shall have the terms set forth in this Pricing Certificate.

A. The Bonds shall be designated the “City of Deer Park, Texas, Limited Tax Refunding Bonds, Series 2022.” The Bonds shall be issued in the aggregate principal amount of \$_____ for the purposes specified in Section 3.01 in the Ordinance.

B. The Bond shall have a Dated Date of _____, 2022 and a Closing Date scheduled for _____, 2022. The Record Date for the Bonds shall be the _____ of the month next preceding an Interest Payment Date.

C. The Interest Payment Dates for the Bonds shall be each _____ and _____, commencing _____, 20____. Bonds shall bear interest from the later of the [Closing/Dated] Date or the most recent Interest Payment Date to which interest has been paid or provided for until stated maturity or prior redemption. The Bonds shall mature on _____ in each of the years, in the principal amounts and shall bear interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$_____	_____%	20__	\$_____	_____%
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____

D. The Refunded Obligation Candidates to be refunded with a portion of the proceeds of the Bonds are set forth in Schedule I hereto. The Refunded Obligations are hereby called for redemption on redemption dates specified in Schedule I. The Refunded Obligations shall be redeemed at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date therefor.

E. As shown in the savings schedule attached hereto as Exhibit A, the refunding of the Refunded Bonds results in a net present value debt service savings of \$_____, representing a net present value debt service savings of _____% of the principal amount of the Refunded Bonds, each as calculated by the City's financial advisor, BOK Financial Securities, Inc. (the "Financial Advisor").

F. The undersigned does hereby find, certify and represent that the foregoing terms of the Bonds satisfy the parameters contained in Sections 3.01 and 7.01 of the Ordinance.

G. The Bonds shall be substantially in the form set forth in Exhibit B hereto with such insertions, changes and modifications as are required to conform the bond form to the terms of this Pricing Certificate.

H. [The Bonds are not subject to optional redemption prior to maturity. / The Bonds are subject to optional (and mandatory) redemption as set forth in Exhibit B attached hereto.]

I. The proceeds of the Bonds [and other available funds of the City] shall be applied as follows:

(i) The amount of \$_____, consisting of \$_____ principal amount of Bond proceeds, plus \$_____ premium received from the sale of the Bonds [and lawfully available funds of the City in the amount of \$_____], shall be used for the refunding of the Refunded Obligations;

(ii) Premium received from the sale of the Bonds in the amount of \$_____ shall be used to pay the costs of issuance;

(iii) Premium received from the sale of the Bonds in the amount of \$_____ shall be used to pay the underwriting discount; and

(iv) Any amounts remaining following payment of the costs of issuing the Bonds shall be deposited to the debt service fund for the Bonds.

J. Continuing Disclosure Undertaking. The financial information and operating data to be provided annually by the City pursuant to Section 12.01(a) of the Ordinance shall include all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement in _____ and audited financial statements of the City, if such audited financial statements are then available, and if not provided as part of such financial information and operating data, audited financial statements of the City, when available.

K. _____ is hereby designated as Paying Agent/Registrar for the Bonds

L. _____ is hereby designated as Escrow Agent for the Bonds.

M. _____ is hereby designated as Verification Agent for the Bonds.

N. The purchase of Escrow Securities from _____ is hereby approved.

O. [Insurance Provisions]

P. The undersigned hereby finds, determines and declares that the terms of sale of the Bonds are in the City's best interests and are the most advantageous and reasonable attainable by the City, and therefore, the sale of the Bonds to the Underwriter[s] in accordance with the terms of the Purchase Agreement dated as of _____, 2022 is hereby approved.

[Signature Page Follows]

Executed this _____, 2022.

Authorized Officer
City of Deer Park, Texas

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS

EXHIBIT A

SCHEDULE OF SAVINGS

EXHIBIT B

FORM OF THE BONDS

(i) Form of Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
County of Harris

CITY OF DEER PARK, TEXAS
LIMITED TAX REFUNDING BOND
SERIES 2022

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>[DATED/CLOSING]</u> <u>DATE:</u>	<u>CUSIP NO.:</u>
_____ %	_____, 20__	_____, 2022	_____

The City of Deer Park, Texas (the "City"), in the County of Harris, Texas, for value received, hereby promises to pay to

or registered assigns, on the maturity date specified above, the sum of

_____ DOLLARS

unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the [Dated/Closing] Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on ____¹ and ____¹ of each year, commencing ____¹.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office of ____¹, ____¹, Texas, or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying Agent/ Registrar or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be

paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the ____¹ day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the fifteenth day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is [dated as of _____ and is]² one of a series of fully registered bonds specified in the title hereof, issued in the aggregate principal amount of \$____² (herein referred to as the "Bonds"), pursuant to a certain ordinance (the "Bond Ordinance") adopted by the City Council of the City and a pricing certificate executed pursuant to the Bond Ordinance (the "Pricing Certificate," and, together with the Bond Ordinance, the "Ordinance"), for the purposes of refunding certain outstanding obligations of the City and paying the costs of issuing the Bonds.

The Bonds and the interest thereon are payable from the proceeds of a direct and continuing ad valorem tax levied, within the limits prescribed by law, against all taxable property in the City sufficient, together with certain available funds of the City on deposit in the debt service fund for the Bonds, to provide for the payment of the principal of and interest on the Bonds, as described and provided in the Ordinance.

[The Bonds are not subject to optional redemption prior to maturity.]³

[The City has reserved the option to redeem the Bonds maturing on and after ____², in whole or in part before their respective scheduled maturity dates, on ____², on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar

¹ Insert from Pricing Certificate.

² Delete if interest on the Bonds accrues from the Dated Date.

³ Delete if Bonds are subject to optional redemption prior to maturity.

to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.]⁴

[The Bonds maturing on _____ (the “Term Bonds”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>\$ Term Bonds Maturing , 20</u>	
<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
_____	\$ _____
_____ (maturity)	\$ _____

The Paying Agent/Registrar will select by lot, or by any other customary method that results in a random selection, the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]⁵

[Not less than 30 days prior to a redemption date for the Bonds, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Ordinance, the City reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bond subject to conditional redemption for which such redemption has been rescinded shall remain outstanding.

⁴ Delete if Bonds are not subject to optional redemption prior to maturity.

⁵ Delete if Term Bonds are not issued.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.]⁶

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, within the limits prescribed by law, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the City, including the Bonds, does not exceed any constitutional or statutory limitation.

⁶ Delete if Bonds are not subject to redemption prior to maturity.

IN WITNESS WHEREOF, the City has caused this Bond to be duly executed under its official seal in accordance with law.

[Deputy] ⁷ City Secretary
City of Deer Park, Texas

Mayor [Pro Tem] ⁸
City of Deer Park, Texas

[SEAL]

(ii) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Ordinance. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

⁹
as Paying Agent/Registrar

Date: _____

By: _____
Authorized Signatory

(iii) Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____

⁷ Delete if City Secretary executes the Bonds.

⁸ Delete if Mayor executes the Bonds.

⁹ Insert from Pricing Certificate.

attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By: _____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(iv) Initial Bond Insertions.

(A) The Initial Bond shall be in the form set forth in paragraph (i) of this Section, except that, in the event there is more than one maturity of Bonds:

(1) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. _____" deleted;

(2) in the first paragraph the words "on the maturity date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on _____¹⁰ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:"

(Information to be inserted from the Pricing Certificate); and

(3) the Initial Bond shall be numbered I-1.

(B) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
THE STATE OF TEXAS

§
§
§

REGISTER NO. _____

I HEREBY CERTIFY THAT this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

¹⁰ Insert from Pricing Certificate.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts of
the State of Texas

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, the undersigned officer of the City Council of Deer Park, Texas, hereby certify as follows:

1. The City Council of Deer Park, Texas convened in a regular meeting on the 2nd day of August, 2022, at the regular meeting place thereof within said City and by video conference. The duly constituted officers and members of said City, to wit, were as follows:

Jerry Mouton, Jr.	Mayor
Sherry Garrison	Council Member, Position 1
TJ Haight	Council Member, Position 2
Tommy Ginn	Council Member, Position 3
Bill Patterson	Council Member, Position 4
Ron Martin	Council Member, Position 5
Georgette Ford	Council Member, Position 6

and all of said persons were present, except for the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. ____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF DEER PARK, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2022; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING OBLIGATIONS; PROVIDING FOR THE AWARD AND SALE OF SAID BONDS IN ACCORDANCE WITH CERTAIN PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

_____ Member(s) shown present voted "Aye."

_____ Member(s) shown present voted "No."

_____ Member(s) shown present abstained from voting.

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance is on file in the City Council's minutes of said meeting; that the persons named in the

above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 2nd day of August, 2022.

[SEAL]

City Secretary
City of Deer Park, Texas



Legislation Details (With Text)

File #: ORD 22-062 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 7/25/2022 **In control:** City Council
On agenda: 8/2/2022 **Final action:**
Title: Consideration of and action on an ordinance amending the Fiscal Year 2021-2022 Community Development Corporation budget for cash defeasance of Certificates of Obligation, Series 2017.

Sponsors:

Indexes:

Code sections:

Attachments: [Ord - Amend Budget FY22 CDC - 2017 Defeasance](#)

Date	Ver.	Action By	Action	Result
8/2/2022	1	City Council		

Consideration of and action on an ordinance amending the Fiscal Year 2021-2022 Community Development Corporation budget for cash defeasance of Certificates of Obligation, Series 2017.

Summary:

The cash defeasance of Certificates of Obligation, Series 2017 is necessary for the Community Development Corporation to have sufficient debt capacity for the issuance of Certificates of Obligation, Series 2022. The Certificates of Obligation, Series 2017 was originally to be fully amortized in March 2024. Total debt obligations for Certificates of Obligation, Series 2017 are \$940,988, of which will cost \$928,647 to defease in fiscal year 2021-2022:

- \$915,000 principal
- \$8,647 interest
- \$5,000 related fees

The cash defeasance results in an interest savings of \$12,341.

Fiscal/Budgetary Impact:

Add \$928,647 to the Fiscal Year 2021-2022 budget for the Community Development Corporation (Account No. 850-432-45300, Operating Transfers) to be funded by prior year revenue, which is available for this purpose.

Approve the budget amendment for the Community Development Corporation Fiscal Year 2021-2022 budget.

ORDINANCE NO. ____

AN AMENDMENT TO THE 2021-2022 BUDGET FOR THE COMMUNITY DEVELOPMENT CORPORATION, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED.

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

I.

That the City of Deer Park's budget for the fiscal year ending September 30, 2022 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

II.

That the Community Development Corporation's budget for the fiscal year ending September 30, 2022 did not include funds for the cash defeasance of Certificates of Obligation, Series 2017.

III.

That unforeseen debt issuance escalations directly related to Type B approved construction improvements are now required to be remitted.

IV.

That because of the aforementioned costs, it is necessary to amend the Community Development Corporation budget for the fiscal year ending September 30, 2022 to include \$928,647 to facilitate these payments.

V.

That this amendment to the expenses of the adopted budget of the Community Development Corporation for the fiscal year ending September 30, 2022 will be submitted to the Deer Park City Council to include the amount of \$928,647 from the prior year revenue of the Community Development Corporation, which is available for this purpose.

VI.

That the budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2022, be, and the same is hereby, in all respects finally approved and amended as so described and shall be, and is hereby, filed with the City Secretary of said City.

VII.

That the amounts specified are for the purposes named in said budget, and they are hereby appropriated to and for such purposes.

VIII.

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

IX.

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

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2022 **by a vote of** _____ **“Ayes” and** _____ **“Noes”**.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney