

Sherry Garrison, Council Position 1  
Thane Harrison, Council Position 2  
Tommy Ginn, Council Position 3

Bill Patterson, Council Position 4  
Ron Martin, Council Position 5  
Rae A. Sinor, Council Position 6

James Stokes, City Manager  
Gary Jackson, Assistant City Manager

Jerry Mouton Jr., Mayor

Sandra Watkins TRMC, CMC City Secretary  
Jim Fox, City Attorney



Ordinance #3836

Resolution #2016-09

## CALL TO ORDER

*The 1670th meeting of the Deer Park City Council.*

## INVOCATION

## PLEDGE OF ALLEGIANCE

## PRESENTATIONS

1. 9-1-1 Day 2016 Proclamation Presentation.

[PRE 16-044](#)

**Recommended Action:**

The Deer Park Police Department respectfully requests that Council recognize the resolution set forth by the Greater Harris County 9-1-1 Network proclaiming September 11, 2016, as 9-1-1 Day.

**Attachments:**

[911 proclamation](#)

[911 Day Proclamation 2016 Write Up](#)

2. Proclamation recognizing the 15th Anniversary of September 11th (911)

[PRO 16-016](#)

**Department:**

Office of the Mayor

**Attachments:**

[Patriot Day -Sept. 11, 2016 proclamation](#)

## CONSENT CALENDAR

3. Approval of minutes of workshop meeting of August 16, 2016.

[MIN 16-124](#)

**Recommended Action:**

Approval

**Attachments:**

[CC MW 081616](#)

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

4. Approval of minutes of regular meeting of August 16, 2016. [MIN 16-125](#)

**Recommended Action:** Approval

**Attachments:** [CC MR 081616](#)

5. Authorization to purchase personal protective equipment from Metro Fire Apparatus Specialist on Buy Board. [AUT 16-104](#)

**Recommended Action:** Approve purchase

**Attachments:** [PPE Quote FCPEMS - Metro 8-31-16.pdf](#)

## 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.*

## NEW BUSINESS

6. Consideration of and action on designation of Mayor Pro-Tem. [PT 16-001](#)

**Recommended Action:** Accept recommendation of staff for designation of members to fill each four-month term.

**Attachments:** [PROTEM.2016](#)

7. Consideration of and action on casting the City of Deer Park's votes in the Election of Members of the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool (TML-IRP), Places 6 - 9. [OFC 16-001](#)

**Recommended Action:** Cast ballot voting for TML-IRP Board of Trustees Places 6 - 9.

**Department:** City Council

**Attachments:** [TMLIRP - 2016 Ballot](#)

8. Consideration of and action on submittal of the 2016 Tax Roll and the calculation of the Effective Tax Rate and the Rollback Tax Rate. [TNT 16-002](#)

**Recommended Action:** Consideration and acceptance of the submitted 2016 Tax Roll and the calculated Effective Tax Rate and the Rollback Tax Rate.

**Department:** Finance

**Attachments:** [2016 Certification of Appraisal Roll](#)

[2016 Calculation of ETR & RTR](#)

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

9. Consideration of and action to increase total tax revenues from properties on the tax roll by proposing to adopt a tax rate of \$0.720000 per \$100 valuation at a future meeting. [TNT 16-003](#)

**Recommended Action:** Take a record vote to increase the tax revenue for the 2016 tax year by proposing to adopt a tax rate of \$0.720000 per \$100 valuation at a future meeting.  
Note: the motion must include the amount of the proposed tax rate (\$0.720000 per \$100 valuation) to be adopted at a future meeting and the vote must be a record vote.

**Department:** Finance

10. Consideration of and action on an agreement amending the contract between the City of Deer Park and Emergicon LLC (CON 16-001). [AGR 16-040](#)

**Recommended Action:** Staff recommends approval.

**Attachments:** [Deer Park Addendum ASPP.pdf](#)

11. Consideration of and action on a contract with Azalea Creek Catering to provide buffet style catering services for the Parks and Recreation Department Theater. [CON 16-021](#)

**Recommended Action:** Authorize the contract with Azalea Creek Catering to provide buffet style catering services for the Parks and Recreation Department Theater.

**Department:** Parks & Recreation

**Attachments:** [2016 Theater Meals RFP](#)  
[2016 Buffet Style Dinner Meals for the Theater - Azalea Creek](#)  
[2016 Theater Meals Bid Comparison Recap](#)

12. Consideration of and action on amending the Financial Management Policy. [POL 16-003](#)

**Recommended Action:** Approve the amended Financial Management Policy.

**Department:** Finance

**Attachments:** [Financial Policy 09.06.16](#)

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

13. Consideration of and action on a resolution by the City Council of the City of Deer Park, Texas, authorizing the publication of Notice of Intention to Issue Certificates of Obligation; approving the preparation of the Preliminary Official Statement; and approving other matters incidental thereto. [RES 16-271](#)

**Recommended Action:** Approve the resolution authorizing the publication of Notice of Intention to Issue Certificates of Obligation; approve the preparation of the Preliminary Official Statement; and approve other matters incidental thereto.

**Department:** City Manager's Office

**Attachments:** [2016-A CO - NOI Resolution 9.6.16](#)

14. Consideration of and action on an ordinance approving a Chapter 380 Economic Development Program Agreement with Cencor Acquisition Company, Inc. [ORD 16-086](#)

**Recommended Action:** Approve the ordinance.

**Department:** City Manager's Office

**Attachments:** [Deer Park - Ord - Approving Chapter 380 Agreement with Cencor 2016 - jlm rev](#)  
[Exhibit A - Deer Park - Chapter 380 Agreement - jlm rev clean - 081616](#)

15. Consideration of and action on an ordinance calling a public hearing concerning the substandard building, structure or premise located at 1242 Center Street. [ORD 16-090](#)

**Recommended Action:** Public Hearing can be scheduled for October 3, 2016 at 7:30 P.M.

**Department:** City Manager's Office

**Attachments:** [Hearing-Substandard-1242 Center Street-Call Hearing-06-2016](#)

16. Consideration of and action on an ordinance calling two public hearings on the proposed 2016 Tax Rate. [ORD 16-087](#)

**Recommended Action:** Approve the ordinance calling two public hearings on the proposed tax rate for tax year 2016, should they be required.

**Department:** Finance

**Attachments:** [Ord - Tax Increase Hearings 2016](#)  
[2016 Tax Notice](#)

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

17. Consideration of and action on amending Section 66-180 Schedule I, of the Code of Ordinances concerning changing the times for parking on San Augustine between Luella and Dunn Ct.

[ORD 16-089](#)

**Recommended Action:** Approve the amendment

**Department:** Chief of Police Grigg and Police

**Attachments:** [Amend 66-190-No Parking-San Augustine and Luella-revised](#)

## ADJOURN

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Shannon Bennett, TRMC  
Acting City Secretary

Posted on Bulletin Board  
September 1, 2016

*City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 72 hours prior to any meeting. Please contact the City Secretary's office at 281.478.7248 for further information.*

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



## Legislation Details (With Text)

**File #:** PRE 16-044    **Version:** 1    **Name:**  
**Type:** Presentation    **Status:** Agenda Ready  
**File created:** 8/18/2016    **In control:** City Council  
**On agenda:** 9/6/2016    **Final action:**  
**Title:** 9-1-1 Day 2016 Proclamation Presentation.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [911 proclamation](#)  
[911 Day Proclamation 2016 Write Up](#)

Date	Ver.	Action By	Action	Result
9/6/2016	1	City Council		

9-1-1 Day 2016 Proclamation Presentation.

Summary: Each year Greater Harris County 9-1-1 Emergency Network joins the state of Texas in recognizing 9-1-1 Telecommunicators for their contributions and dedication to emergency communications.

The Greater Harris County 9-1-1 Emergency Network Resolution to designate September 11, 2016, as 9-1-1 Day is being presented to Council for recognition.

Fiscal/Budgetary Impact: None.

The Deer Park Police Department respectfully requests that Council recognize the resolution set forth by the Greater Harris County 9-1-1 Network proclaiming September 11, 2016, as 9-1-1 Day.

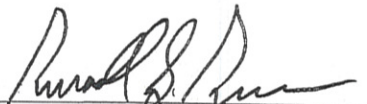



# RESOLUTION

## 9-1-1 DAY

- WHEREAS,** over 1,200 telecommunicators and dispatchers daily serve the residents of Harris and Fort Bend Counties by answering their calls for police, fire or emergency medical services, and by dispatching the appropriate assistance as quickly as possible; and,
- WHEREAS,** the 9-1-1 system serving the 49 cities of Harris and Fort Bend Counties is one of the most advanced in the nation; and,
- WHEREAS,** there are over 3.8 million calls throughout the Greater Harris County 9-1-1 Emergency Network territory annually, and over 80% are from wireless phones; and,
- WHEREAS,** it has been demonstrated the emergency number 9-1-1 saves lives and property; and,
- WHEREAS,** the Greater Harris County 9-1-1 Emergency Network wishes to join with the State of Texas, and the National Emergency Number Association in recognizing the value of the 9-1-1 emergency number.

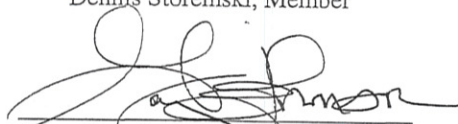
**NOW, THEREFORE, BE IT RESOLVED,** by the Greater Harris County 9-1-1 Emergency Network, this 27<sup>th</sup> day of July, 2016 that September 11, 2016 be designated as 9-1-1 Day in the territory served by Greater Harris County 9-1-1 Emergency Network.

  
Russell S. Rau, Chairman

  
William B. Anders, Secretary

  
Dennis Storemski, Member

  
Vergil Ratliff, Member

  
Gary Johnson, Member

  
Shawn Thompson, Member



## 9-1-1 Day-Resolution 2016

The Communications Unit is under the supervision of the Communications Supervisor, who answers directly to the Career Services Lieutenant. When fully staffed, the unit is comprised of 13 full time Telecommunicators (otherwise known as dispatchers); however, most dispatch centers remain short staffed due to the nature and demands of this very challenging position. The Deer Park Police Department is currently staffed by 9 full time Telecommunicators.

Telecommunications Officers are licensed by the Texas Commission on Law Enforcement Education (TCOLE), the same commission that licenses peace officers. In order to earn and maintain a license, Telecommunicators must follow guidelines established by the State of Texas through TCOLE. Five Deer Park Telecommunicators have their Masters License which requires a minimum of 8 years of service and 500 hours of training.

From August 1, 2015, through July 31, 2016, the Communications Unit processed approximately 18,000 police calls for service and over 3,000 Fire and EMS calls. Telecommunicators can answer up to 4,000 non-emergency calls in a busy month, or 45,000 calls a year, which can add up to more than 90 hours of phone time. These figures do not include traffic stops, calls that the officers initiated, chemical releases and other informational calls. They also do not include all of the license plates checked, warrants confirmed, criminal history inquiries, missing and stolen entries, entry validations and many other administrative duties.

Telecommunicators handled over 22,000 9-1-1 calls by either answering an incoming 9-1-1 call or calling back a 9-1-1 hang up in the last 12 months. 9-1-1 hang ups or "pocket dials" are being consistently identified as a significant issue for dispatch centers who must vet each 9-1-1 hang up in an age where over 80% of 9-1-1 calls originate from cell phones.

Deer Park Telecommunicators have to achieve and maintain a diversified skill set for the variety of emergencies they are expected to manage. They are call takers, 9-1-1 operators, police radio dispatchers, fire radio dispatchers, emergency medical dispatchers, hazmat dispatchers for the huge petrochemical corridor in our backyard, receptionists, trainers, public speakers and much more. Each job responsibility comes with different standards, standard operating procedures, training and lingo. In order to complete training, a Telecommunicator must be able to manage almost all of these tasks simultaneously. Unfortunately, nearly half of the newly hired employees fail during the training program because they are not able to multi-task sufficiently to provide for public safety.

Telecommunicators work long hours and shift work alongside other first responders. They put in substantial amounts of overtime to cover for manpower shortages as the industry suffers from low personnel retention. They are the first, first responder on every call for service. They are expected to simultaneously obtain critical information, send resources, control the scene for responder safety, provide instructions and comfort callers until help arrives. As a disembodied voice, they are often not as easily recognized as a uniformed responder, but statistically suffer from the same levels of stress and medical ailments as other first responders.

In order to recognize the efforts of over 1200 dedicated Telecommunicators, Greater Harris County 9-1-1 has proclaimed September 11, 2016, 9-1-1 Day. This resolution acknowledges the Telecommunicators working tirelessly to preserve life and property by being the vital link to emergency services.



## Legislation Details (With Text)

**File #:** PRO 16-016    **Version:** 1    **Name:**  
**Type:** Proclamation    **Status:** Agenda Ready  
**File created:** 8/30/2016    **In control:** City Council  
**On agenda:** 9/6/2016    **Final action:**  
**Title:** Proclamation recognizing the 15th Anniversary of September 11th (911)  
**Sponsors:** Office of the Mayor  
**Indexes:**  
**Code sections:**  
**Attachments:** [Patriot Day -Sept. 11, 2016 proclamation](#)

Date	Ver.	Action By	Action	Result
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Proclamation recognizing the 15<sup>th</sup> Anniversary of September 11<sup>th</sup> (911)

Summary: Pastor Graham with San Jacinto Baptist Church will be present to accept the Proclamation.

Fiscal/Budgetary Impact: N/A



*Office of the Mayor*

# P r o c l a m a t i o n

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**WHEREAS**, this year our Nation and our community mark the 15th anniversary of 9/11. While we continue to grieve that traumatic day, we also have a renewed opportunity to re-commit to the unity, dedication, and patriotism we witnessed and experienced on that day and in its aftermath; and

**WHEREAS**, on September 11, 2001, amid shattered glass, twisted steel, and clouds of dust, the spirit of America shone through. We remember the sacrifice of first responders who rushed into darkness to carry others from danger. We remember the unbreakable bonds of unity we felt in the long days that followed, how we came to our neighbors' aid, how we prayed for one another. We recall how Americans of every station joined together to support the survivors in their hour of need and to heal our Nation in the years that followed; and

**WHEREAS**, today, we can honor those we lost by building a Nation worthy of their memories. Let us also live up to the selfless example of the heroes who gave of themselves in the face of such great evil. As we mark the anniversary of September 11, I pray that all Americans will observe this National Day of Service and Remembrance by uniting in the same remarkable way we came together after the attacks.

NOW, THEREFORE, I, MAYOR JERRY MOUTON, City of Deer Park, Texas, by virtue of the authority vested in me by the Constitution and laws of the City of deer Park, Texas do hereby proclaim September 11, 2016 as

## **Patriot Day and National Day of Service and Remembrance**

I call upon the people of the City of Deer Park to observe this day in recognition of the lives that were lost and the brave efforts of first responders who work tirelessly during emergency situations to provide the public with extraordinary service.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Official Seal of the City of Deer Park to be affixed hereto this sixth day of September, Two Thousand and Sixteen, A.D.

**Jerry Mouton, Mayor  
City of Deer Park, Texas**



## Legislation Details (With Text)

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**File #:** MIN 16-124    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** Agenda Ready  
**File created:** 8/31/2016    **In control:** City Council  
**On agenda:** 9/6/2016    **Final action:**  
**Title:** Approval of minutes of workshop meeting of August 16, 2016.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CC\\_MW\\_081616](#)

Date	Ver.	Action By	Action	Result
9/6/2016	1	City Council		

Approval of minutes of workshop meeting of August 16, 2016.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON AUGUST 16, 2016, BEGINNING AT 6:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON	MAYOR
SHERRY GARRISON	COUNCILWOMAN
THANE HARRISON	COUNCILMAN
TOMMY GINN	COUNCILMAN
BILL PATTERSON	COUNCILMAN
RON MARTIN	COUNCILMAN
RAE A. SINOR	COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES	CITY MANAGER
GARY JACKSON	ASSISTANT CITY MANAGER
SHANNON BENNETT	ACTING CITY SECRETARY
JIM FOX	CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the workshop to order at 6:30 p.m.
2. DISCUSSION OF ISSUES RELATING TO A PROPOSED CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH CENCOR ACQUISITION COMPANY – Stephen Chandler of Cencor Acquisition Company, Inc. introduced his team and presented to Council a proposed Chapter 380 Economic Development Program agreement that would develop a retail development project at the Northwest Corner of Spencer Highway at East Boulevard. Mr. Chandler gave an overview of the history of Cencor Acquisition Company and highlighted the proposed site plan; proposed elevations; 15 year property tax and revenue projection and other representative projects. “We are working with several companies that are interested in locating here which include two pizza restaurants, a Chinese restaurant, an ice cream shop, Nails of America, AT & T and a Dentist office. We have Letters of Intent with Ross, Pet Mart, 5 and Below and a couple of theaters, Denny’s, McDonald’s and Dairy Queen. The Junction at Deer Park Project is projected to generate significant property tax value and revenues for the City and sales and use taxes for the City, CCPD, FCPEMSD, and Community Development Corporation (TYPE B).over a fifteen year period. The total estimated total revenues would be \$43,790,257. The developer’s financial adviser projects that net revenues over this period, after the \$4,670,750 maximum reimbursement amount from

the City under the 380 agreement, would be approximately \$39,149,507. We are honored to partner with the City of Deer Park.”

3. DISCUSSION OF ISSUES RELATING TO THE FISCAL YEAR 2016-2017 DEER PARK COMMUNITY DEVELOPMENT CORPORATION BUDGET – Assistant City Manager Gary Jackson advised Council the Deer Park Community Development Corporation (DPCDC) met in April to review their budget and approved the budget at the July 25th regular meeting. The financial advisors have evaluated the budget and feels it is more than sufficient revenue. The DPCDC’s Board of Directors unanimously approved the budget for FY 2016-2017. The total budget for the DPCDC for revenue and expenditures total \$3,296,596.
4. DISCUSSION OF ISSUES RELATING TO AN ORDINANCE AMENDING SECTION 66-180 SCHEDULE I, OF THE CODE OF ORDINANCES CONCERNING “NO PARKING ON SAN AUGUSTINE STREET” – Chief Greg Grigg advised the Council of complaints received about vehicles trying to get around a vehicle that park thirty-six feet from the stop sign going east bound on San Augustine before you get to Luella. “The citizen claims they didn’t have to move the vehicle. There was an error found in the Code of Ordinance which has been corrected. Technically, you can only park there from 6 p.m. until 8:00 a.m. The vehicle was causing a traffic jam. The citizen has now moved the vehicle onto Luella. You can’t park on the north side going back to the City limits. The only place on the south side is from Luella to Dunn Circle. We questioned why we would have parking there, if we can’t have the parking on the north side with the amount of traffic that goes up to Luella with the complaints that we have had. We observed all the issues. We haven’t had any complaints since. If the citizen starts to park back there again, we will have a similar problem, especially at seven o’clock in the morning. We are not having the parking problems today, but we were and they were significant. We would like to stop the parking because of the volume of traffic between San Augustine and Luella.”

Councilwoman Garrison commented, “I understand the problem, but those citizens have no other place to park. If they are having several people over, what do they do?”

Chief Grigg commented, “Another option could be, we changed the hours of parking, so they are out of the way before rush hour traffic starts.”

After discussion, the consensus of the Council is to put out signs with times of the parking hours.

5. DISCUSSION OF ISSUES RELATING TO AN AGREEMENT WITH ATLAS UNIVERSAL ROOFING, INC. FOR THE ROOF REPLACEMENT AS WELL AS IMPROVEMENTS TO THE SKYLIGHTS, SIDE WINDOW AND WING WALLS AT THE THEATER/COURT BUILDING – Parks and Recreation Director, Scott Swigert commented, “Over the past several years, the Theater/Court Building has experienced several leaks on the roof. The City is under an Asset Management Program for the roof with Tremco, Inc. Tremco has made several leak repairs to the roof and after the last annual inspection, the report identified that the roof is nearly twenty years old. It has moderate to high leak sensitivity, an overall rating of 30 out of 100 and it

needs to be monitored closely. Atlas Universal Roofing, Inc. is the roof repair company that works with Tremco, Inc. They are also associated with the Choice Facility Partners. While Atlas was examining the facility to prepare the Choice Facility Partners quote for the required work on the roof and interior skylights, they discovered additional items of concern with the side windows, wing walls and the entry skylights. Atlas Universal Roofing has submitted a proposal for the roof and interior skylights replacement as well as two additional proposals that will address the concerns for the side windows and wing walls as well as the entrance skylights. The Staff is recommending at this time that the City contracts with Atlas Universal Roofing to do the Base Bid, Alternate 1 and Alternate Proposal #2B for a total of \$558,479.”

6. DISCUSSION OF ISSUES RELATING TO CITY’S 125TH ANNIVERSARY LOGO – Councilwoman Sherry Garrison advised Council the Historical Committee established a logo for the City’s 125<sup>th</sup> Anniversary. “The Committee was made up of Linda McHone, Kristin Edwards, Naomi Richardson and myself. We are anxious to get it approved because the Local Emergency Planning Committee (LEPC) is going to use the logo in the 2017 Calendar which is pertaining to history. The logo will be used for T-Shirts, banners, marketing materials.”

After discussion, the consensus of the Council is to approve the logo.

7. DISCUSSION OF ISSUES RELATED TO AMENDING THE PART-TIME EMPLOYEE WAGE AND CLASSIFICATION SCALE – Fire Chief, Greg Bridges commented, “This is an opportunity to open the door for part-time personnel for Paramedics and Fire Inspectors. This will give us the opportunity to beef our staffing up to cover vacation and sick time for paid personnel on the EMS side. On the Fire Marshall side, they would have the same opportunity. Currently, all the inspectors are volunteers with the exception of Buddy Rice and Kevin Rodgers. We are not getting the number of individuals to fill those roles because of the required specialized training to be classified as an inspector. It’s an opportunity to hire individuals that work outside doing this as a full time job, to do so on a part time basis and fulfill needs to get our businesses inspected.”
8. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:24 p.m.

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Shannon Bennett, TRMC  
Acting City Secretary

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Jerry Mouton  
Mayor



## Legislation Details (With Text)

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**File #:** MIN 16-125    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** Agenda Ready  
**File created:** 8/31/2016    **In control:** City Council  
**On agenda:** 9/6/2016    **Final action:**  
**Title:** Approval of minutes of regular meeting of August 16, 2016.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CC\\_MR\\_081616](#)

Date	Ver.	Action By	Action	Result
9/6/2016	1	City Council		

Approval of minutes of regular meeting of August 16, 2016.

Summary:

Fiscal/Budgetary Impact:

None

Approval

CITY OF DEER PARK

75-129

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1669th 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 AUGUST 16, 2016, AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON	MAYOR
SHERRY GARRISON	COUNCILWOMAN
THANE HARRISON	COUNCILMAN
TOMMY GINN	COUNCILMAN
BILL PATTERSON	COUNCILMAN
RON MARTIN	COUNCILMAN
RAE SINOR	COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES	CITY MANAGER
GARY JACKSON	ASSISTANT CITY MANAGER
SHANNON BENNETT	ACTING CITY SECRETARY
JIM FOX	CITY ATTORNEY

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 Martin led the Pledge of Allegiance to the United States Flag and the Texas Flag.
4. RECOGNITION OF DEER PARK LADY DEER 8U SOFTBALL TEAM – Mayor Mouton recognized the Deer Park Lady Deer 8U Softball team.

Coach Eric Ripley introduced the team to include JoJo Cantu, Adrian Cantu, Kayla Houser, Chloe Monson, Bailey Ripley, Jacqueline Ramirez, Emily Ripley, Abby Grant, Keke Arevalo, Reily Hernandez and the Coaches.

5. SPECIAL PRESENTATION - RECOGNITION OF 2016 PARTICIPANTS OF THE VOLUNTEERS IN PARKS AND RECREATION PROGRAM (VIPAR) – Athletic & Aquatics Coordinator, Debra Culp recognized the efforts of the 2016 participants of the City of Deer Park's VIPAR Program. Ms. Culp stated, "The youth volunteers donated over 700 hours this summer."

Ms. Arevalo presented certificates to Catarina Caine - 90 hrs.; Jacob Cantu - 104 hrs.; Sarah Cheslock - 132 hrs.; Riley Garrett - 113 hrs.; Yami Garza - 63 hrs.; Lance Hinton - 49 hrs.; Nathan Nesmith - 89.5 hrs.; Angela Ramirez - 79 hrs.; Alyssa Smith - 51.5 hrs.; Maddy Sotelo - 75.25 hrs.; Colin Stokes - 59.75 hrs.; Jaci Stokes - 40.5 hrs.; Christian Taylor - 99.25 hours and Jacqueline Carter - 89.25 hrs.

6. PUBLIC HEARING ON THE CCPD FY 2016-2017 BUDGET - The public hearing was opened by the City Secretary reading the Notice of Public Hearing. (Exhibit A)

Mayor Mouton called for those desiring to speak in favor of the CCPD FY 2016-2017 Budget. No one spoke.

Mayor Mouton called for those desiring to speak against the CCPD FY 2016-2017 Budget. No one spoke.

Mayor Mouton closed the hearing.

7. CONSIDERATION OF AND ACTION ON THE RESULTS OF THE PUBLIC HEARING AND A PROPOSED ORDINANCE ADOPTING THE FY 2016 - 2017 CCPD BUDGET - After a proposed ordinance was read by caption, motion was made by Councilman Harrison and seconded by Councilman Patterson to adopt on first and final reading Ordinance No. 3823, captioned as follows:

AN ORDINANCE OF THE CITY OF DEER PARK APPROVING THE 2016-2017 BUDGET FOR A CRIME CONTROL AND PREVENTION DISTRICT;  
AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

8. PUBLIC HEARING ON THE FCPEMSD FY 2016-2017 BUDGET - The public hearing was opened by the Deputy City Secretary reading the Notice of Public Hearing. (Exhibit B)

Mayor Mouton called for those desiring to speak in favor of the FCPEMSD FY 2016-2017 Budget.

- a. Charles Johnson, Vice-Chairman of the Fire Control District, commented, "I would like to take this opportunity to ask for your support. We support the Fire District budget for the fiscal year 2016-2017. This budget allows us to continue to improve our areas for response, prevention and preparations for the citizens in Deer Park. We have been very fortunate over the years to expand our overall equipment, personnel and operational capabilities. We would like to continue that support with this year's approved budget and your support."

Mayor Mouton called for those desiring to speak against the FCPEMSD FY 2015-2016 Budget. No one spoke.

Mayor Mouton closed the hearing.

9. CONSIDERATION OF AND ACTION ON THE RESULTS OF THE PUBLIC HEARING AND A PROPOSED ORDINANCE ADOPTING THE FY 2016 - 2017 FCPEDMSD BUDGET – After a proposed ordinance was read by caption, motion was made by Councilman Harrison and seconded by Councilman Ginn to adopt on first and final reading Ordinance No. 3824, captioned as follows:

AN ORDINANCE OF THE CITY OF DEER PARK APPROVING THE 2016-2017 BUDGET FOR A FIRE CONTROL PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

10. AWARDING THE BID FOR MAINTENANCE FACILITY PAVING IMPROVEMENTS WHICH CONSISTS OF A CONCRETE CONNECTOR ROAD AT THE LUELLA SERVICE CENTER – Motion was made by Councilwoman Garrison and seconded by Councilman Patterson to award the bid for the Maintenance Facility Paving Improvements Project to Construction Diversity, low bidder, in the amount of \$142,418.63. Motion carried 7 to 0.

11. CONSENT CALENDAR – Motion was made by Councilman Harrison and seconded by Councilman Ginn to approve the consent calendar as follows:

- a. Approval of minutes of budget workshop of July 6, 2016.
- b. Approval of minutes of special meeting of July 28, 2016.
- c. Approval of minutes of workshop meeting of August 2, 2016.
- d. Approval of minutes of regular meeting of August 2, 2016.
- e. Approval of minutes of public hearing of August 9, 2016.
- f. Approval of tax refund to Allied Foundation Specialists in the amount of \$601.35 due to a value decrease granted by Harris County Appraisal District.
- g. Approval of tax refund to Allied Foundation Specialists in the amount of \$690.18 due to a value decrease granted by Harris County Appraisal District.
- h. Approval of tax refund to Allied Foundation Specialists in the amount of \$695.52 due to a value decrease granted by Harris County Appraisal District.
- i. Approval of tax refund to Texas Steam Equipment in the amount of \$880.73 due to a value decrease granted by Harris County Appraisal District.
- j. Approval of tax refund to Starburst Investments Inc. in the amount of \$740.75 due to a value decrease granted by Harris County Appraisal District.

- k. Approval of tax refund to Juan and Maricela Moreno in the amount of \$714.35 due to a value decrease granted by Harris County Appraisal District.
- l. Approval of tax refund to Jerry and Dolorise Hicks in the amount of \$919.41 due to a homestead and an over-65 exemption, and a freeze change granted by Harris County Appraisal District.
- m. Approval of tax refund to Popp Hutcheson PLLC in the amount of \$696.66 due to a value decrease granted by Harris County Appraisal District.
- n. Approval of tax refund to Mary Lyndalene Holt and Thomas Griffis in the amount of \$626.15 due to a homestead and an over-65 exemption, and a freeze change granted by Harris County Appraisal District.
- o. Approval of tax refund to Texas Steam Equipment in the amount of \$1,002.05 due to a value decrease granted by Harris County Appraisal District.
- p. Approval of tax refund to Allied Foundation Specialists in the amount of \$690.06 due to a value decrease granted by Harris County Appraisal District.
- q. Approval of tax refund to Derk Harmsen Enterprises in the amount of \$543.09 due to a value decrease granted by Harris County Appraisal District.
- r. Approval of tax refund to FAOF Deerwood LLC in the amount of \$8,016.67 due to a value decrease granted by Harris County Appraisal District.
- s. Approval of tax refund to Deer Park Apts. LLC in the amount of \$8,929.40 due to a value decrease granted by Harris County Appraisal District.
- t. Approval of travel expenses for Council to attend Texas Municipal League's Annual Conference in Austin, Texas on October 4 - 7, 2016.
- u. Approval of travel expenses for Council to attend the National League of Cities' City Summit Conference in Pittsburgh, Pennsylvania, on November 16 - 19, 2016.
- v. Acceptance of completion of the South Plant Lift Station Force Main Upsize Project.
- w. Acceptance of completion of the Ivy Street Water Line Improvement Project.
- x. Acceptance of completion of the Ruth Minchen Athletic Complex Renovation project.
- y. Acceptance of completion of the 2016 Sidewalk Project.
- z. Authorization to advertise and receive bids for the Surface Water Treatment Plant - Replacement of the Electrical Swithgear (MCC-B).

- aa. Authorization to advertise and receive bids on the Surface Water Treatment Plant Backwash Station Improvements.
- bb. Authorization to advertise and receive bids on the Destiny Subdivision Detention Pond Rehabilitation Project.

Motion carried 7 to 0.

12. CONSIDERATION OF AND ACTION ON APPROVING A LOGO FOR THE CITY'S 125<sup>TH</sup> ANNIVERSARY CELEBRATION – Motion was made by Councilwoman Garrison and seconded by Councilman Harrison to approve the logo for the City's 125<sup>th</sup> Anniversary Celebration. Motion carried 7 to 0.

13. CONSIDERATION OF AND ACTION ON PURCHASING THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) FOR THE SERVICES OF VAUGHT SERVICES, LLC TO PERFORM THE WATER LINE IMPROVEMENT PROJECT ON HILLSHIRE AND ESTATE DRIVE – Motion was made by Councilwoman Garrison and seconded by Councilman Patterson to approve purchasing through The Interlocal Purchasing System (TIPS) for the services of Vaught Services, LLC to perform the water line improvement project on Hillshire and Estate Drive. Motion carried 7 to 0.

14. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPROVING THE FISCAL YEAR 2016-2017 DEER PARK COMMUNITY DEVELOPMENT CORPORATION BUDGET – After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilwoman Sinor to adopt on first and final reading Ordinance No. 3825, captioned as follows:

AN ORDINANCE OF THE CITY OF DEER PARK APPROVING THE 2016-2017 BUDGET FOR THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

15. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING APPENDIX B (SCHEDULE OF FEES) FOR EMS SERVICES – After a proposed ordinance was read by caption, motion was made by Councilman Harrison and seconded by Councilman Patterson to adopt on first and final reading Ordinance No. 3826, captioned as follows:

AN ORDINANCE AMENDING APPENDIX (B), OF CHAPTER 34, SECTION 34-25 SUBSECTIONS 7 AND 8, OF THE CODE OF ORDINANCES OF THE CITY OF DEER PARK, PROVIDING NEW FEES FOR EMERGENCY AMBULANCE SERVICE; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

16. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET TO INCLUDE THE COST OF ADDITIONAL SECURITY MEASURES AT THE THREE FIRE STATIONS – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Harrison to adopt on first and final reading Ordinance No. 3827, captioned as follows:

AN ORDINANCE AMENDING THE 2015-2016 FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

17. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET FOR THE CITY'S WIDE AREA NETWORK UPGRADE – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Martin to adopt on first and final reading Ordinance No. 3828, captioned as follows:

AN ORDINANCE AMENDING THE 2015-2016 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

18. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET TO UPGRADE THE AUDIO/VISUAL EQUIPMENT IN THE CITY'S EMERGENCY OPERATIONS CENTER - After a proposed ordinance was read by caption, motion was made by Councilman Harrison and seconded by Councilman Ginn to adopt on first and final reading Ordinance No. 3829, captioned as follows:

AN ORDINANCE AMENDING THE 2015-2016 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

19. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR BUDGET TO REPLACE THE INSULATION OF THE DUCT AND PIPES IN THE THEATER/COURT BUILDING - After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilwoman Garrison to adopt on first and final reading Ordinance No. 3830, captioned as follows:

AN ORDINANCE AMENDING THE 2015-2016 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

20. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET FOR ADDITIONAL COSTS RELATED TO THE SOUTH PLANT LIFT STATION FORCE MAIN UPSIZE PROJECT - After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilwoman Garrison to adopt on first and final reading Ordinance No. 3831, captioned as follows:

AN ORDINANCE AMENDING THE 2015-2016 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

21. CONSIDERATION OF AND ACTION ON AN ORDINANCE RESCHEDULING THE OCTOBER 4, 2016 REGULAR CITY COUNCIL MEETING TO OCTOBER 3, 2016 AT 7:30 P. M. – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Ginn to adopt on first and final reading Ordinance No. 3832, captioned as follows:

AN ORDINANCE RESCHEDULING THE REGULAR COUNCIL MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS; DESIGNATING ANOTHER TIME FOR SAID MEETING TO BE HELD; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

22. CONSIDERATION OF AND ACTION ON AMENDING SECTION 66-180 SCHEDULE I, OF THE CODE OF ORDINANCE CONCERNING “NO PARKING ON SAN AUGUSTINE STREET” - Motion was made by Councilwoman Garrison and seconded by Councilman Patterson to postpone to next meeting.

23. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET TO REPLACE THE ROOF, SKYLIGHTS, SIDE WINDOWS AND WING WALLS AT THE THEATER/COURT BUILDING - After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilwoman Garrison to adopt on first and final reading Ordinance No. 3833, captioned as follows:

AN ORDINANCE AMENDING THE 2015-2016 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

24. CONSIDERATION OF AND ACTION ON AN AGREEMENT WITH ATLAS UNIVERSAL ROOFING, INC. FOR THE ROOF REPLACEMENT AS WELL AS IMPROVEMENTS TO THE SKYLIGHTS, SIDE WINDOWS AND WING WALLS AT THE THEATER/COURT BUILDING – Motion was made by Councilman Patterson and seconded by Councilwoman Garrison to enter into an agreement with Atlas Universal Roofing, Inc. for the roof, skylights, side windows and wing walls at the Theater/Court Building. Motion carried 7 to 0.
25. CONSIDERATION OF AND ACTION ON AN ORDINANCE ESTABLISHING A FEE SCHEDULE FOR VARIOUS INSPECTIONS CONDUCTED BY THE DEER PARK FIRE MARSHAL'S OFFICE - After a proposed ordinance was read by caption, motion was made by Councilman Garrison and seconded by Councilman Ginn to adopt on first and final reading Ordinance No. 3834, captioned as follows:

AN ORDINANCE AMENDING APPENDIX (B), ADDING SECTIONS 42-120, 42-121 AND 42-122, OF THE CODE OF ORDINANCES OF THE CITY OF DEER PARK, PROVIDING NEW FEES FOR ANNUAL FIRE AND LIFE SAFETY OPERATING PERMITS, SPECIAL USE PERMITS, AND INSPECTION FEES; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

26. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE PART-TIME EMPLOYEE WAGE AND CLASSIFICATION SCALE - After a proposed ordinance was read by caption, motion was made by Councilman Garrison and seconded by Councilman Ginn to adopt on first and final reading Ordinance No. 3835, captioned as follows:

AN ORDINANCE AMENDING THE FY 2015-2016 CLASSIFICATION SCALE AND PAY RANGE CHART FOR PART TIME EMPLOYEES OF THE CITY OF DEER PARK; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

27. ADJOURN – Mayor Mouton adjourned the meeting at 8:05 p.m.

ATTEST:

APPROVED:

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Shannon Bennett, TRMC  
Acting City Secretary

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Jerry Mouton  
Mayor



## Legislation Details (With Text)

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**File #:** AUT 16-104    **Version:** 1    **Name:**

**Type:** Authorization    **Status:** Agenda Ready

**File created:** 8/31/2016    **In control:** City Council

**On agenda:** 9/6/2016    **Final action:**

**Title:** Authorization to purchase personal protective equipment from Metro Fire Apparatus Specialist on Buy Board.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [PPE Quote FCPEMS - Metro 8-31-16.pdf](#)

Date	Ver.	Action By	Action	Result
9/6/2016	1	City Council		

Authorization to purchase personal protective equipment from Metro Fire Apparatus Specialist on Buy Board.

### Summary:

PPE includes 15 sets of bunker gear, 8 sets of Tecgen gear, fire boots and gloves in the amount of \$60,888.00.

### Fiscal/Budgetary Impact:

The approved Deer Park Fire Control Prevention and Emergency Medical Services District budget included \$70,000 in line Item 83-304-4314 (Protective Clothing).

Approve purchase



# QUOTE

**Corporate**  
1745 Parana Dr  
Houston TX 77080-7115  
(713) 692-0911 Phone  
(713) 692-1591 Fax

**Mansfield**  
625 S Wisteria St Ste 121  
Mansfield TX 76063-2528  
(817) 467-0911 Phone  
(817) 375-1775 Fax

**South Houston**  
514 Michigan St  
South Houston TX 77587-3221  
(713) 475-2411 Phone  
(713) 475-2428 Fax

Number	102012-0
Quote Date	08/31/2016
Page	1

**Bill to:** DEER PARK FCPMSD  
2211 EAST X ST.  
DEER PARK, TX 77536

**Ship to:** DEER PARK FCPMSD  
2211 EAST X ST.  
DEER PARK, TX 77536

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
DEE003	PHILLIP ARROYO	JASON KARR		BUNKER GEAR
Entered By		FOB	Ship Via	Terms
JASON KARR		CUSTOMER PAYS FREIGHT		NET 20 DAYS
Customer/Order Instructions				

## \*\*PRICING PER TEXAS BUY BOARD CONTRAC 423-12, FREIGHT

### TERMS: DESTINATION \*\*\*\*

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
15	15	0	EA	MET-PARTS	HON-S25417DCZ-DPVFD DEER PARK VFD SPEC-COAT SPECID: TXDEER00118 QUOTE: 6509TXDEER	1432.00	21480.00
15	15	0	EA	MET-PARTS	HON-S35417DPZ-DPVFD DEER PARK VFD SPEC-PANT SPECID: TXDEER00119 QUOTE: 6509TXDEER	1061.00	15915.00

**SubTotal** 37,395.00

**Total** 37,395.00

**QUOTE GOOD FOR 45 DAYS**



# QUOTE

**Corporate**  
1745 Parana Dr  
Houston TX 77080-7115  
(713) 692-0911 Phone  
(713) 692-1591 Fax

**Mansfield**  
625 S Wisteria St Ste 121  
Mansfield TX 76063-2528  
(817) 467-0911 Phone  
(817) 375-1775 Fax

**South Houston**  
514 Michigan St  
South Houston TX 77587-3221  
(713) 475-2411 Phone  
(713) 475-2428 Fax

Number	101554-0
Quote Date	08/19/2016
Page	1

**Bill to:** DEER PARK FIRE DEPT  
2211 EAST X STREET  
DEER PARK, TX 77536

**Ship to:** DEER PARK FCPMSD  
2211 EAST X ST.  
DEER PARK, TX 77536

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
DEE003	PHILLIP ARROYO	JASON KARR		TECGEN
Entered By		FOB	Ship Via	Terms
JASON KARR		CUSTOMER PAYS FREIGHT	SALES REP	NET 20 DAYS
Customer/Order Instructions				

**\*\*\*\*PRICING BASED TEXAS BUY BOARD CONTRACT 423-13,  
FREIGHT TERMS; DESTINATION \*\*\*\***

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
8	8	0	EA	TEC-XJ3TXLR	TECGEN COAT TAN L3 XL REG CHEST SIZE 45-48 SLEEVE LENGTH 37	294.00	2352.00
8	8	0	EA	TEC-XP3TXL32	TECGEN PANTS TAN L3 XL WAIST 39-42 INSEAM 32	294.00	2352.00
1	1	0	EA	BUY BOARD CONTRACT		0.00	0.00

**SubTotal** 4,704.00

**Total** 4,704.00

**QUOTE GOOD FOR 45 DAYS**



# QUOTE

**Corporate**  
1745 Parana Dr  
Houston TX 77080-7115  
(713) 692-0911 Phone  
(713) 692-1591 Fax

**Mansfield**  
625 S Wisteria St Ste 121  
Mansfield TX 76063-2528  
(817) 467-0911 Phone  
(817) 375-1775 Fax

**South Houston**  
514 Michigan St  
South Houston TX 77587-3221  
(713) 475-2411 Phone  
(713) 475-2428 Fax

Number	101555-0
Quote Date	08/19/2016
Page	1

**Bill to:** DEER PARK FIRE DEPT  
2211 EAST X STREET  
DEER PARK, TX 77536

**Ship to:** DEER PARK FCPMSD  
2211 EAST X ST.  
DEER PARK, TX 77536

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
DEE003	PHILLIP ARROYO	JASON KARR		GEAR
Entered By		FOB	Ship Via	Terms
JASON KARR		CUSTOMER PAYS FREIGHT		NET 20 DAYS
Customer/Order Instructions				

**\*\*PRICING PER TEXAS BUY BOARD CONTRAC 423-12, FREIGHT  
TERMS: DESTINATION \*\*\*\***

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
25	25	0	EA	HAI-605111-10	AIR POWER R1 LEATHER MENS STATION WEAR BOOT STEEL TOE STEEL MID-SOLE, SIZE 10 ***PRICE SAME FOR ALL SIZES***	261.00	6525.00
5	5	0	EA	HON-HNO-EGG-S	ELKSKIN SLEEVE MATE GLOVES SIZE SMALL	192.00	960.00
5	5	0	EA	HON-HNO-EGG-M	ELKSKIN SLEEVE MATE GLOVES SIZE MEDIUM	192.00	960.00
10	10	0	EA	HON-HNO-EGG-LG	ELKSKIN SLEEVE MATE GLOVES SIZE LARGE	192.00	1920.00
10	10	0	EA	HON-HNO-EGG-XLG	ELKSKIN SLEEVE MATE GLOVES SIZE X-LARGE	192.00	1920.00
5	5	0	EA	HON-HNO-EGG-XXLG	ELKSKIN SLEEVE MATE GLOVES SIZE XX LARGE	192.00	960.00
7	7	0	EA	HAI-501605-10	FIRE HUNTER XTREME 14" LEATHER STRUCTURAL BOOT SIZE 10 ***PRICE SAME FOR ALL SIZES***	386.00	2702.00
14	14	0	EA	HON-1500-10	RANGER 1500 RUBBER FIRE BOOT SIZE 10 ***PRICE SAME FOR ALL SIZES***	203.00	2842.00

**SubTotal** 18,789.00

**Total** 18,789.00

**QUOTE GOOD FOR 45 DAYS**



## Legislation Details (With Text)

**File #:** PT 16-001    **Version:** 1    **Name:**  
**Type:** Pro -Tem    **Status:** Agenda Ready  
**File created:** 8/25/2016    **In control:** City Council  
**On agenda:** 9/6/2016    **Final action:**  
**Title:** Consideration of and action on designation of Mayor Pro-Tem.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [PROTEM.pdf](#)

Date	Ver.	Action By	Action	Result
9/6/2016	1	City Council		

Consideration of and action on designation of Mayor Pro-Tem.

### Summary:

Pursuant to Section 3.01 (e) of the Charter, each council member elected to office shall have the opportunity to serve as mayor pro-tem for a period of four (4) months during their two-year term of office. The council, at its first regular meeting after the election of council members shall designate in the minutes of the council meeting the member selected to fill each four-month term.

### Fiscal/Budgetary Impact:

Accept recommendation of staff for designation of members to fill each four-month term.

## MAYOR PRO-TEM

May 1, 2016 to August 31, 2016	Sherry Garrison
September 1, 2016 to December 31, 2016	Thane Harrison
January 1, 2017 to April 30, 2017	Tommy Ginn
May 1, 2017 to August 31, 2017	Bill Patterson
September 1, 2017 to December 31, 2017	Ron Martin
January 1, 2018 to April 30, 2018	Rae A. Sinor
May 1, 2018 to August 31, 2018	Sherry Garrison
September 1, 2018 to December 31, 2018	Thane Harrison
January 1, 2019 to April 30, 2019	Tommy Ginn
May 1, 2019 to August 31, 2019	Bill Patterson
September 1, 2019 to December 31, 2019	Ron Martin
January 1, 2020 to April 30, 2020	Rae Sinor
May 1, 2020 to August 31, 2020	Sherry Garrison
September 1, 2020 to December 31, 2020	Thane Harrison
January 1, 2020 to April 30, 2020	Tommy Ginn

8/15/16 (SB)



## Legislation Details (With Text)

**File #:** OFC 16-001    **Version:** 2    **Name:**  
**Type:** Election of Officers    **Status:** Agenda Ready  
**File created:** 8/24/2016    **In control:** City Council  
**On agenda:** 9/6/2016    **Final action:**  
**Title:** Consideration of and action on casting the City of Deer Park's votes in the Election of Members of the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool (TML-IRP), Places 6 - 9.  
**Sponsors:** City Council  
**Indexes:**  
**Code sections:**  
**Attachments:** [TMLIRP - 2016 Ballot](#)

Date	Ver.	Action By	Action	Result
9/6/2016	2	City Council		

Consideration of and action on casting the City of Deer Park's votes in the Election of Members of the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool (TML-IRP), Places 6 - 9.

### Summary:

The City recently received the 2016 ballot for the Board of Trustees of the Texas Municipal League - Intergovernmental Risk Pool (see attached). There are four (4) positions on the ballot, which are Place 6, Place 7, Place 8, and Place 9, and all of these are opposed. The City may cast a vote for a person seeking each place, or may write in a separate candidate. I recommend Council casts its votes for Kyle Jung (Place 6), C.J. Wax (Place 7), Larry Melton (Place 8), and Andres Garza (Place 9).

### Fiscal/Budgetary Impact:

n/a

Cast ballot voting for TML-IRP Board of Trustees Places 6 - 9.

# OFFICIAL BALLOT

## Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 6 – 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2016. Ballots received after September 30, 2016, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

**PLACE 6**

- ☐ **Mary Gauer** (Incumbent). Ms. Gauer has served on the TML Risk Pool Board of Trustees since 1998 and as Chair from 2010 to 2012. She served on the Harker Heights City Council from 1991 to 1998, and as Mayor from 1998 to 2004. Ms. Gauer serves as an elected citizen member of the Executive Committee of the Central Texas COG. She has served as President of the TML Association of Mayors, Councilmembers and Commissioners and the TML Region 9. She has also served as chair or member of several TML legislative committees.
- ☐ **Kyle J. Jung**. City Manager for Manvel (Region 14) since January 17, 2012. Mr. Jung has more than 20 years of local government experience working for the cities of Flatonia and Sour Lake as City Manager, cities of Lubbock and Big Spring in various administrative roles, and with the Texas Municipal League. At the Texas Municipal League, he was chiefly responsible for the governance of the Texas City Management Association. Mr. Jung has a Master's degree in public administration with an emphasis in budgeting and personnel management from Texas Tech University.

**WRITE IN CANDIDATE:**

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**PLACE 7**

- ☐ **Richard Jorgensen.** City Manager of Giddings (Region 10). Previously, he served as City Manager for Vidor, Silsbee, and Sour Lake. Mr. Jorgensen has 20 years' experience in city government preparing, coordinating and monitoring the annual fiscal budget. He has also been involved in 4A and 4B economic development corporations for 13 years as either chairman or as a director. He has a Bachelor's degree in business administration and a Master's degree in public administration. He is involved with the Texas City Managers Association, serving on the Board for two years.
  
- ☐ **C.J. Wax** (Incumbent). Mayor of Rockport since 2010. Mr. Wax is the current President of TML and served as the TML Region 11 Board Representative to the TML Board from 2011-15. He has served on the TML Risk Pool Board since 2013. He also has served on the Care Regional Board of Trustees since 2014 (currently as Chairman), on the Texas Windstorm Task Force under Chairman Todd Hunter, and on the Rockport Planning and Zoning Commission from 2009-10. He currently represents Rockport on the Coastal Bend COG, Aransas County Pathways, and Storm Water Advisory Committees.

**WRITE IN CANDIDATE:**

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## PLACE 8

- ☐ **Jim Cox.** City Administrator for the City of Leonard (Region 13) since October 1, 2015. He previously served as City Administrator in Lindale, Texas, and Groesbeck, Texas. He also served for two terms on the City Council and on the Home Rule Charter Commission for Bay City, Texas. Mr. Cox is active in TCMA serving on the Membership Committee and Small Cities Advisory Board. He is a graduate of the Certified Public Manager Program at Stephen F. Austin University and attended the University of Texas at Arlington majoring in Business Administration.
  
- ☐ **Andrea M. Gardner.** City Manager for the City of Copperas Cove (Region 9) since 2007. Previously, she was the Assistant City Manager/Director of Finance for Copperas Cove, Director of Finance for Pearland, and the Senior Budget Coordinator for Pasadena. She holds a Bachelor's degree in Accounting from the University of Houston and is a Certified Public Manager. Ms. Gardner also serves on the Metropolitan Planning Organization Technical Committee as the City's representative and the Central Texas COG's Executive Committee as a Citizen Liaison.
  
- ☐ **Larry Melton** (Incumbent). Mayor for Odessa (Region 4) from 2001 to 2012. Mr. Melton also served three years as a councilmember. He has served on the TML Risk Pool Board of Trustees since 2009 and as Chair since 2014. He is the Chief Executive Officer of a regional public accounting firm, Johnson, Miller and Company, where he is responsible for all administrative and human resources areas of the firm. Previously, Mr. Melton was in the banking business for approximately 30 years. He is active in the United Way of Odessa and Odessa Chamber of Commerce. In 1993, he was honored as Odessa's outstanding citizen.

**WRITE IN CANDIDATE:**

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**PLACE 9**

- ☐ **Richard L. Davis.** City Manager for Baytown (Region 14) since 2015. Mr. Davis also served as City Manager for West Jordan, Utah; Town Manager for Fountain Hills, Arizona; and City Manager for West Point City, Utah. He has a Bachelor's degree in Public Relations from BYU and a Master's degree in Public Administration from BYU. He is a graduate of the Romney Institute of Public Management (Marriott School of Management) and the recipient of the Lennis M. Knighton Award for high academic achievement. He is a credentialed Municipal Manager by the International City and County Management Association.
  
- ☐ **Andres Garza** (Incumbent). City Manager for the City of Wharton (Region 14) since 1994. Mr. Garza has served on the TML Risk Pool Board of Trustees since 1984, serving as Chair from 1994-1996. He served as the Pearsall City Manager from 1980 to 1994. Mr. Garza has been in public service for over 39 years of which 36 have been as a City Manager. He serves on the TML Small City's Advisory Council, has a BBA degree from Southwest Texas State University, and is a member of TCMA and ICMA.
  
- ☐ **Rick A. Schroder.** City Administrator for the City of Helotes (Region 7) since September 2008. Mr. Schroder also served Helotes as the Economic Development Corporation's Specialist from November 2006 to September 2008. He graduated Magna Cum Laude from Trinity University in 2004 and earned a Master of Public Service and Administration in 2006 from the George H.W. Bush School of Government and Public Service at Texas A&M University. He interned for Congressman Henry Bonilla and for Ron Kaufman, former White House Political Director for President George H.W. Bush.

**WRITE IN CANDIDATE:**

---

## Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness by hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Printed Name of Political Entity



## Legislation Details (With Text)

**File #:** TNT 16-002    **Version:** 1    **Name:**  
**Type:** Truth & Taxation    **Status:** Agenda Ready  
**File created:** 8/18/2016    **In control:** City Council  
**On agenda:** 9/6/2016    **Final action:**  
**Title:** Consideration of and action on submittal of the 2016 Tax Roll and the calculation of the Effective Tax Rate and the Rollback Tax Rate.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:** [2016 Certification of Appraisal Roll](#)  
[2016 Calculation of ETR & RTR](#)

Date	Ver.	Action By	Action	Result
9/6/2016	1	City Council		

Consideration of and action on submittal of the 2016 Tax Roll and the calculation of the Effective Tax Rate and the Rollback Tax Rate.

Summary: In accordance with Section 26.04 of the Texas Property Tax Code, the following items are presented for Council consideration relative to Tax Year 2016:

Total Appraised Value = \$2,787,093,037

Total Exemptions = \$660,733,007

Total Taxable Value = \$2,126,360,030

Total Taxable Value of New Property = \$35,945,925

Total Taxable Value of Annexed Property = \$26,351,743

Total Uncertified = \$363,612,975

Calculated Effective Tax Rate = \$0.683862/\$100

Calculated Rollback Tax Rate = \$0.733211/\$100

Fiscal/Budgetary Impact: Current ad valorem taxes represent approximately 34 percent of the total General Fund revenue in the proposed Fiscal Year 2016-2017 budget.

Consideration and acceptance of the submitted 2016 Tax Roll and the calculated Effective Tax Rate and the Rollback Tax Rate.

HARRIS COUNTY APPRAISAL DISTRICT  
HOUSTON, TEXAS

THE STATE OF TEXAS, }  
COUNTY OF HARRIS. }

2016  
CERTIFICATION OF APPRAISAL ROLL AND  
LISTING OF PROPERTIES UNDER SECS. 26.01(c) AND (d)  
FOR  
City of Deer Park

Pursuant to Section 26.01(a), Texas Tax Code, I hereby certify the 2016 appraisal roll of properties taxable by City of Deer Park. The roll is delivered in printed and electronic forms.

The total appraised value now on the appraisal roll for this unit is: \$2,787,093,037

The taxable value now on the appraisal roll for this unit is: \$2,126,360,030

As required by Section 26.01(c), Texas Tax Code, I have included with your roll a listing of those properties which are taxable by the unit but which are under protest and are therefore not included in the appraisal roll values approved by the appraisal review board and certified above. My estimate of the total taxable value which will be assigned to such properties if the owners' claims are upheld by the appraisal review board is: \$178,343,391

Pursuant to Section 26.01(d), Texas Tax code, the estimated value of taxable property not under protest and not yet included on the certified appraisal roll, after hearing loss, is \$185,269,584

Signed this 26th day of August, 2016



*Roland Altinger*

Roland Altinger, CAE, RPA, CTA  
Chief Appraiser

ASSESSOR'S ACKNOWLEDGEMENT

As tax assessor/collector of the above-named taxing unit, I hereby acknowledge receipt of the certified 2016 appraisal roll on this the 22 day of August, 2016

*Jeffery Johnson*

## 2016 Property Tax Rates in the City of Deer Park

The following concerns the 2016 property tax rates for City of Deer Park. It presents information about three tax rates. Last year's tax rate is the actual tax rate the City used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the City can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

### Last year's tax rate:

Last year's operating taxes	\$10,773,156
Last year's debt taxes	\$4,149,593
Last year's total taxes	\$14,922,749
Last year's tax base	\$2,088,991,002
Last year's total tax rate	\$0.714352 / \$100 valuation

### This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$14,860,809
÷ This year's adjusted tax base (after subtracting value of new property)	\$2,173,069,770
= This year's effective tax rate (maximum rate unless the City publishes notices and holds hearings)	\$0.683862 / \$100 valuation

### This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	\$10,727,624
÷ This year's adjusted tax base	\$2,173,069,770
= This year's effective operating rate	\$0.493662 / \$100 valuation
x 1.08 = this year's maximum operating rate	\$0.533154 / \$100 valuation
+ This year's debt rate	\$0.200057 / \$100 valuation
= This year's total rollback rate	\$0.733211 / \$100 valuation



## Legislation Details (With Text)

**File #:** TNT 16-003    **Version:** 1    **Name:**  
**Type:** Truth & Taxation    **Status:** Agenda Ready  
**File created:** 8/18/2016    **In control:** City Council  
**On agenda:** 9/6/2016    **Final action:**  
**Title:** Consideration of and action to increase total tax revenues from properties on the tax roll by proposing to adopt a tax rate of \$0.720000 per \$100 valuation at a future meeting.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
9/6/2016	1	City Council		

Consideration of and action to increase total tax revenues from properties on the tax roll by proposing to adopt a tax rate of \$0.720000 per \$100 valuation at a future meeting.

**Summary:** The Texas Constitution sets forth general requirements for truth-in-taxation, which include a number of public notices to inform taxpayers about local property taxes. When a proposed rate exceeds the rollback rate or the effective rate, whichever is lower, the taxing unit's governing body must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item. This vote must be recorded and the proposal must specify the desired rate. If the motion passes, the taxing unit must schedule two public hearings on the proposed rate.

For tax year 2016 (fiscal year 2016-2017), the effective tax rate is \$0.683862 per \$100 valuation and the rollback tax rate is \$0.733211 per \$100 valuation. The proposed tax rate is \$0.720000 per \$100 valuation, which exceeds the effective rate by \$0.036138. Because the proposed rate exceeds the lower of the rollback rate or the effective rate, the City Council must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item and in so doing, must specify the rate. If the motion passes, the City Council must schedule two public hearings on the proposal.

The recommended dates for said public hearings are Monday, September 26, 2016, at 5:30 p.m. and Monday, October 3, 2016, at 7:30 p.m. both to be held in the Council Chamber at City Hall. In accordance with the City's planning calendar, which is based on the truth-in-taxation requirements, the meeting to adopt the tax rate would be on Monday, October 10, 2016 at 5:30 p.m. in the Council Chamber at City Hall.

**Fiscal/Budgetary Impact:** Current ad valorem taxes represent approximately 34 percent of the total General Fund revenue in the proposed Fiscal Year 2016-2017 budget.

Take a record vote to increase the tax revenue for the 2016 tax year by proposing to adopt a tax rate of \$0.720000 per

\$100 valuation at a future meeting.

**Note: the motion must include the amount of the proposed tax rate (\$0.720000 per \$100 valuation) to be adopted at a future meeting and the vote must be a record vote.**



## Legislation Details (With Text)

**File #:** AGR 16-040    **Version:** 1    **Name:**  
**Type:** Agreement    **Status:** Agenda Ready  
**File created:** 9/1/2016    **In control:** City Council  
**On agenda:** 9/6/2016    **Final action:**  
**Title:** Consideration of and action on an agreement amending the contract between the City of Deer Park and Emergicon LLC (CON 16-001).

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Deer Park Addendum ASPP.pdf](#)

Date	Ver.	Action By	Action	Result
9/6/2016	1	City Council		

Consideration of and action on an agreement amending the contract between the City of Deer Park and Emergicon LLC (CON 16-001).

### Summary:

The City of Deer Park has an existing contract with Emergicon LLC for EMS Billing Services. The Texas Health and Human Services Commission administers a program known as the Ambulance Supplemental Payment Program (ASPP). This agreement will provide additional scope of work in which Emergicon, and sub-contractor Public Consulting Group, Inc., will provide direct support for the City's application and reporting requirements to enroll in the Ambulance Supplemental Payment Program.

Due to the additional financial reporting requirements of the ASPP program and the need for a specialized sub-contractor, Emergicon has offered to provide this service at a 12% commission rate.

### Fiscal/Budgetary Impact:

It is estimated that the net revenue increase (after commissions) will exceed \$150,000 per year.

Staff recommends approval.

**ADDENDUM**  
**for**  
**AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM**

This addendum is entered into as of September 6<sup>th</sup>, 2016 between City of Deer Park and Emergicon LLC, with a principal place of business at 1717 McKinney Ave., Suite 700, Dallas, TX 75201. The statement of work will be changed as follows:

**ADDITION TO STATEMENT OF WORK**

Emergicon and Public Consulting Group, Inc. (“PCG” or “CONTRACTOR”) will work with City of Deer Park to analyze and report costs that will allow City of Deer Park to realize revenue related to the Ambulance Supplemental Payment Program as administered by Texas Health and Human Services Commission (HHSC).

CONTRACTOR’s services will include:

- Providing support to Emergicon and City of Deer Park to prepare and submit application request on behalf of City of Deer Park to secure eligibility to participate in the Ambulance Supplemental Payment Program.
- Conducting webinar trainings and providing helpdesk support including full email and phone support to assist City of Deer Park in preparation of cost report.
- Conducting comprehensive analysis of the billing reports provided by Emergicon, ensuring that key data elements such as dates of service, procedure codes, charges and payments related to Medicaid Fee-for-service, Medicaid Managed Care, and Uninsured are screened and accurately accounted for in the cost report.
- Preparing annual cost reports on behalf of City of Deer Park utilizing web-based application in order to allow City of Deer Park to realize incremental revenue under the Ambulance Supplemental Payment Program.
- Providing Medicaid subject matter expertise and representation during the HHSC review and approval of the submitted cost reports.
- Drafting responses, providing supporting documentation, and working with Emergicon to conduct comprehensive billing reconciliations as required during HHSC desk review processes.
- Working with City of Deer Park to present updates and status reports to community stakeholders, as necessary, to help educate and inform them on the progress of this initiative.

- Acting as a liaison between HHSC and City of Deer Park to address any questions and keep the clients informed on changes in state and federal regulations.

CONTRACTOR will work closely with Emergicon and City of Deer Park throughout the cost reporting implementation process and will require regular contact with operational and financial staff from City of Deer Park.

#### **COMPENSATION & TERM**

**This agreement shall remain in effect through the end of the cost reporting cycle, including cost report preparation and subsequent payment from the State of Texas for Federal Fiscal Year 2017, and may be extended mutual consent of the parties.** Emergicon and CONTRACTOR will provide the Contracted Services for the cost reporting period for Federal Fiscal Year 2017 (October 1, 2016 – September 30, 2017).

All revenue due to City of Deer Park from the Ambulance Supplemental Payment Program shall be paid in full directly to the City of Deer Park from the State of Texas (“payer”). Within 30 days after the City receives payment from payer, Emergicon will invoice the City of Deer Park in full for all professional services performed by PCG and Emergicon for the City to realize revenue from the Ambulance Supplemental Payment Program. **City of Deer Park shall pay Emergicon for services performed by Emergicon and PCG a total fee of 12% of the total revenue collected by the City from the Ambulance Supplemental Payment Program.**

The terms of this agreement are contingent upon the renewal of the 1115 Waiver which is set to expire September 30, 2016. The 1115 Waiver preserves uncompensated care funding and allows eligible governmental ambulance providers (the City) to receive additional reimbursement for Medicaid Managed Care and uninsured claims with the Ambulance Supplemental Payment Program. If uncompensated care funding is not preserved at the current level with renewal of the 1115 Waiver, then Ambulance Supplemental Payment Program reimbursement for City of Deer Park will be limited to Medicaid Fee-for-service claims, necessitating a change in the terms of this professional services agreement between PCG, Emergicon, and City of Deer Park.

#### **AUTHORITY to SIGN**

Each party represents that: (a) it has the authority to enter into this AGREEMENT; and (b) that the individual signing this AGREEMENT on its behalf is authorized to do so.

**FOR CITY OF Deer Park:**

\_\_\_\_\_  
**Mayor Jerry L. Mouton, Jr**

\_\_\_\_\_  
Date

**FOR EMERGICON, LLC:**

\_\_\_\_\_  
Christopher Turner, President & CEO

\_\_\_\_\_  
Date



## Legislation Details (With Text)

**File #:** CON 16-021    **Version:** 1    **Name:**  
**Type:** Contract    **Status:** Agenda Ready  
**File created:** 8/22/2016    **In control:** City Council  
**On agenda:** 9/6/2016    **Final action:**  
**Title:** Consideration of and action on a contract with Azalea Creek Catering to provide buffet style catering services for the Parks and Recreation Department Theater.  
**Sponsors:** Parks & Recreation  
**Indexes:**  
**Code sections:**

**Attachments:** [2016 Theater Meals RFP](#)  
[2016 Buffet Style Dinner Meals for the Theater - Azalea Creek](#)  
[2016 Theater Meals Bid Comparison Recap](#)

Date	Ver.	Action By	Action	Result
9/6/2016	1	City Council		

Consideration of and action on a contract with Azalea Creek Catering to provide buffet style catering services for the Parks and Recreation Department Theater.

### Summary:

The Parks and Recreation Department on June 29th received authorization from the City Council to receive competitive sealed proposals from professional catering vendors to enter into a contract for buffet style catering services for a minimum of 3,840 meals per season. On August 5<sup>th</sup>, two proposals were received from qualified vendors, Azalea Creek Catering and The Republic Grill at the Battleground Golf Course. A selection committee comprising of a Parks and Recreation Commission representative and three (3) departmental staff thoroughly reviewed the proposals and individually evaluated the proposals based on the criterion specified in the RFP. The evaluations were collected on August 25<sup>th</sup> from the Selection Committee members, with a unanimous recommendation selecting Azalea Creek Catering as the proposal most favorable to the City's interest per the criteria established in the RFP, pursuant to Sec. 252.043 of the Texas Local Government Code.

### Fiscal/Budgetary Impact:

Funds are allocated for the meals in Funds 10-417-4303. The estimated annual expense for the theater meals are \$63,360.00.

Authorize the contract with Azalea Creek Catering to provide buffet style catering services for the Parks and Recreation Department Theater.

## **CITY OF DEER PARK**

### **SOLICITATION OVERVIEW**

The City of Deer Park is soliciting proposals for:

Title: Theater Dinner Show Meals Program  
Commodity: Parks and Recreation  
Due Date: August 5, 2016  
Location: City Secretary Office at City Hall  
710 E. San Augustine  
Deer Park, Texas 77536-4258

Project Description

The City of Deer Park is seeking to enter into a contract with a Vendor with catering experience to provide buffet style meals for the Theater Dinner Shows.

General Conditions

- A. Proposals received after the date and time specified on the Request for Proposal packet shall be returned unopened and will be considered void and unacceptable. The City of Deer Park is not responsible for lateness of mail carrier, etc., and time/date stamp in the office of the City Secretary shall be the official time of receipt.
- B. Proposals cannot be altered or amended after closing date. Alterations made before closing must be initialed by proposer guaranteeing authenticity. Proposals may not be withdrawn after RFP closing date except in the case of an authentic substantial error.
- C. Proposals will be received and publicly acknowledged at the location, date and time identified in the Proposal packet. Proposers, their representative and interested persons may be present. The proposals received will be publicly opened and read aloud. Proposals shall remain effective for a period of one hundred and twenty (120) days from the date and time identified in the Proposal packet.
- D. By submitting a proposal, the proposer certifies that they have fully read and understand the Request for Proposal packet and has full knowledge of the scope, quantity and quality of the services to be furnished and intends to adhere to the provisions described or modified herein.
- E. The proposer shall furnish any additional information as the City of Deer Park may require. The City reserves the right to make investigations of the qualifications of the proposer, as it deems appropriate.
- F. Proposers must be able to adhere to all provisions of the enclosed contract.
- G. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.
- H. Proposers are advised that all City contracts are subject to all legal requirements provided in the City Charter and/or applicable City Ordinance, State and Federal Statutes.
- I. If required, reports, drawings and other deliverables prepared under this Contract by the successful proposer shall be and remain the property of the City upon City's compensation of the successful proposer for its services as herein provided. Successful proposer shall not release to others information furnished by the City without prior approval of the Purchasing Manager.
- J. Any proposal that does not contain all of the information requested in the Proposal packet may be considered as incomplete and may be rejected by the City of Deer Park.
- K. Proposals must be signed by an officer of the firm who is authorized to bind the firm.

Required Proposer Pre-Proposal Meeting

There will be a required pre-proposal meeting on Thursday, July 19, 2016 2:00 p.m. Central Standard Time. The meeting will be held at the Theatre/Courts Building located at 1301 Center Street in Deer Park.

Timetable responses to this proposal are due and must be received at the City of Deer Park, 710 E San Augustine St, Deer Park, Texas 77536-4258, no later than 2:00 p.m., Central Standard Time, on August 5, 2016. Responses are to be addressed to the attention of City Secretary, City of Deer Park.

The following tentative schedule has been established for this Request for Proposals.

REQUEST FOR PROPOSAL release	June 29, 2016
Deadline to RSVP to Pre-Proposal Meeting	July 15, 2016
Required Pre-Proposal Meeting	July 19, 2016
Deadline for submitting questions	July 27, 2016
Proposals due	August 5, 2016
Recommendation for approval	August 16, 2016
Contract start date	October 3, 2016

Submittals:

The following instructions describe the form in which proposals must be presented. Proposal documents must be prepared simply, economically, and provide a straight-forward, concise response to the requirements of the Request for Proposal packet. Completeness and clarity of content must be emphasized. The requirements stated do not preclude proposers from furnishing additional reports, functions, or other information as deemed appropriate. Five (5) originals and One (1) digital copy shall be submitted.

Public Proposal Opening:

There will be a public proposal opening in the City Council Chambers at City Hall immediately following the proposal due time/date. Interested parties are invited to attend.

Written Questions:

Questions may be submitted through the Director of Parks and Recreation, Scott Swigert: [sswigert@deerparktx.org](mailto:sswigert@deerparktx.org).

Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.

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## **SPECIFICATIONS**

### **SECTION I: Proposal Intent**

#### **Premises**

The City of Deer Park is seeking proposals to enter into a contract with a vendor with catering experience to provide congregate and homebound meals as specified herein.

#### **Contract Length**

This is a two (2) year proposal with the option to renew up to three (3) additional years.

#### **Schedules**

The time frame for work will not disrupt the operations of the Theater/Courts Operations.

#### **General Standards**

The Parks and Recreation Theater staff will monitor the quality of work provided by the contractor's staff and will immediately report to the successful Contractor if the standards are not met. The successful Contractor will then have one business day to take corrective action in a manner deemed satisfactory to the Parks and Recreation Theater staff.

Contractor is responsible for appointing or selecting a designated representative to serve as spokesperson or point of contact on behalf of the contractor. The Contractor agrees to notify the Parks and Recreation Theater staff of any changes associated with the designated representative (i.e. contact information, representative change, etc.) in a timely manner not to exceed five (5) business days.

Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor and has met the requirements as established in these specifications.

#### **Staff and Employees of the Contractor**

Contractor shall provide supervision of all work crews at all times while performing work under this agreement. Personal supervision is not required provided that equipment or other means are provided that enable the work crew to communicate with the Contractor at all times.

The Contractor's job supervisor and additional personnel as deemed necessary must be fluent in the English language. There is to be, at a minimum, one (1) person on each shift on site, who can speak, read and write English.

Contractor shall be solely responsible for any injuries to Contractor's personnel while preparing or delivering meals to the Theatre Courts Building facility for the Theatre Dinner Shows located at 1301 Center Street in Deer Park, Texas 77536.

Contractor is responsible for appointing or selecting a designated representative to serve as spokesperson or point of contact on behalf of the contractor. The Contractor agrees to notify the Parks and Recreation Theater staff of any changes associated with the designated representative (i.e. Contact information, representative change, etc.) in a timely manner not to exceed five (5) business days.

**Uniforms**

Contractor will provide uniforms for staff that project a professional image including appropriate footwear. Uniforms shall be neat in appearance, no holes, stains, etc. In addition, Contractor shall provide their employees with all necessary safety equipment (i.e. safety vest, glasses, ear plugs, etc.) and insure that they are practicing safe work environment habits.

**Equipment**

Contractor warrants that all such equipment for servicing the meals preparation is adequate for the work. Additionally, the Contractor shall maintain or have immediate access to adequate backup equipment in order to sustain continuous operations in the event of equipment failure.

Contractor shall be responsible for all damages to his equipment during the course of this agreement. The City reserves the right to condemn Contractor's equipment, if said equipment is judged to be unsafe for use, posing a health and/or safety matter, or is otherwise working improperly.

Any damage incurred to City of Deer Park's property by the Contractor's staff will be repaired by the Contractor. All costs associated with repair will be the Contractor's responsibility.

**Project Scope:**

This contract requires, as a minimum, the following work:

**1. General Information.**

Meal Services shall be provided for all 32 shows.

**2. Pricing.**

Prices shall be proposed on a per meal price (not a lump sum) for all meals in the quantities specified for each specific show. Prices must be fixed for the entire two (2) year period of the contract. For any proposed price changes after the second year, the vendor must provide the City with written notice of the proposed price increase and include detailed justification for the proposed increase. At that time, the City shall have the option to both accept and approve the proposed price increase or to re-bid the services for the next contract period. If the proposed price increase exceeds the Consumer Price Index, Houston-Galveston-Brazoria, the proposed increase will automatically be denied and the services will be re-bid for the next contract period.

**3. Quantity.**

The City would like to propose the following:

Total of 32 Shows

Minimum of 120 Meals Per Show

The City of Deer Park will compensate contractor with the above quantity numbers on a per show basis.

**4. Delivery .**

Awarded Vendor will be responsible for delivery of the food to the Municipal Court / Theater Building, 1301 Center Street. Contractor will be prompt and have meals delivered no earlier than three (3) hours or later than one (1) hour before the start of the show. For the evening performances the buffet should begin at 7:00 p.m. and for the matinee performances the buffet should begin at 1:00 p.m.

Any expense incurred by the City of Deer Park to purchase meals not meeting qualifications by the contractor will be reimbursed by the contractor upon receipt of proper documentation.

**5. Requirements.**

The Contractor agrees to provide all the necessary labor to perform the following services(s) for the City:

- a. Request minimum eight (8) individuals that could be comprised of Event Coordinator and wait staff.
- b. Provide tea, water, and coffee (coffee urns, water and tea pitchers are provided by City.)
- c. Provide Condiments consisting of butter (individual servings), lemons (sliced), sugar, sweet-n-low, creamer, salt & pepper and equal for up to minimum of 120 patrons per show.
- d. Cover all tables with linen provided by City.
- e. Set up (1) one table for all coffee supplies and glasses of water for minimum of 250 patrons per show.
- f. 6-8oz Meat per serving.
- g. 5oz. of Starch per serving.
- h. 5oz vegetable per serving.
- i. 5oz of salad per serving.
- j. 5oz of dessert per serving.
- k. Provide 6-8oz coffee cups and stirrers.
- l. Provide one bread serving per plate. (Garlic Bread, Dinner Roll, Wheat Roll, etc)
- m. Place servings will have place mats (which are provided by City), 20oz plastic drinking cups filled with tea & lemons, flatware (1 fork, 1 knife, 1 spoon provided by City) and a paper napkin.
- n. Buffet will be comprised of the dinner plates & serving utensils (which are provided by City) protein, starch, vegetable, salad (lettuce, tomatoes, cucumbers, onions and croutons will be in individual bowls), minimum 2 dressings (Ranch & Italian), bowls for salad, bread & butter.
- o. Dessert will be set at each place setting on black plastic or clear plates.

**6. Texas Local Government Code:**

All food must meet all Harris County Public Health & Environmental Services regulations and guidelines relating to food preparation and service. Contractor shall comply with all health code requirements from the State of Texas as well and must be in compliance. The contractor shall supply to the City of Deer Park a copy of their latest Harris County Health Department Certificate. Contractor shall notify the City in writing of any additional inspections during the contract period. This notification shall include any and all non-compliance issues during the inspection.

Pursuant to Sec. 252.043 of the Texas Local Government Code, the City of Deer Park reserves the right to award the bid to the lowest responsible bidder or to the bidder who provides goods or services; at the best value for the city. In determining the best value for the city, the city will consider:

- Purchase price
- Reputation of bidder and the bidder's goods or services
- Quality of bidder's goods or services

#### Theatre Dinner Show Meals

- Extent to which the goods or services meet the municipality's needs
- Bidders past relationships with municipality
- Total long term cost to the municipality to acquire the bidder's goods or services
- Any relevant criteria specifically the request for bids or proposals.
- Vendor shall demonstrate a history of being in the food service business for a minimum of two (2) years.

#### **Insurance**

Contractor shall provide the city with proof of auto liability insurance in the amount of \$500,000 combined limit, general liability in the amount of \$1,000,000 with the minimum of \$150,000 per occurrence and Errors and Omissions in the amount of \$500,000. The City of Deer Park shall not be held responsible for any damages to contractor's property or injuries to contractor or contractor's employees unless negligence on the city's part is determined by the City's insurance carrier. Contractor's insurance certificate shall show the City of Deer Park as an additional insured.

## Section V: Proposal Pricing

### Inclusive Pricing

Proposal pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the proposal price.

I, \_\_\_\_\_, (Company) have reviewed the proposal specifications and proposed contract with the City of Deer Park.

I herein agree to propose by the terms of the Proposal Specifications and herein submit the attached proposal.

SIGNED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Total Cost Submitted Per Meal: \_\_\_\_\_.

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### Mandatory Pre-Proposal Meeting

There will be a required Pre-Proposal meeting on Thursday, July 19, 2016 at 2:00 p.m. Central Standard Time at the Theater/Courts Building at 1302 Center Street, Deer Park, Texas 77536.

MANDATORY PRE-PROPOSAL MEETING WILL BE HELD AT THE CITY OF DEER PARK THEATRE/COURTS BUILDING AND IS REQUIRED TO PARTICIPATE IN THIS PROPOSAL!

Did proposer attend? Yes \_\_\_\_\_, NO \_\_\_\_\_.

---

The undersigned certifies that the proposal price contained in the foregoing proposal has been carefully checked and is submitted in duplicate.

\_\_\_\_\_  
Business Mailing Address

\_\_\_\_\_  
Authorized Representative's Signature Name

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Authorized Representative's Printed Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**SUMMARY RESPONSE PAGE****COMPLETE LEGAL NAME** of firm submitting proposal:

\_\_\_\_\_

**Mailing Address:** \_\_\_\_\_**City, State, & Zip:** \_\_\_\_\_**Phone:** \_\_\_\_\_ **E-mail Contact:** \_\_\_\_\_**Estimated Annual Contract Amount:**

Total cost submitted per meal =\$ \_\_\_\_\_

Minimum number of meals (X) 120

Minimum estimated total per show =\$ \_\_\_\_\_

Minimum number of show (X) 32

**Minimal estimated annual total** =\$ \_\_\_\_\_**Are you offering a discount?** ☐ Yes ☐ No if so, please indicate discount \_\_\_\_\_**Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Signature indicates proposer accepts the specifications, terms and conditions of this solicitation and that proposer is neither delinquent on any payment due the City nor involved in any lawsuit against the City.

**Print Name** \_\_\_\_\_ **Title** \_\_\_\_\_**Are you proposing as a**\_\_\_\_\_ **Corporation**\_\_\_\_\_ **Non-Profit Corporation**\_\_\_\_\_ **Limited Liability Company**\_\_\_\_\_ **Partnership**\_\_\_\_\_ **Individual or Sole Proprietor****M/WBE:** If you are a minority-owned or woman-owned business, please check which type and list any certification number \_\_\_\_\_ **Black** \_\_\_\_\_ **Hispanic** \_\_\_\_\_ **Asia-India** \_\_\_\_\_ **Asia-Pacific** \_\_\_\_\_ **Native American** \_\_\_\_\_ **Woman-Owned Certification #** \_\_\_\_\_**REFERENCES:**

This solicitation requires references. Please attach to this page a list of five (5) references either currently doing business with you or having purchased goods or services within the past 24 months. For each reference list name, contact person, address, telephone, and e-mail address, years doing business with reference and any other pertinent information to help the City of Deer Park verify the quality of goods or services your firm provides.

## STANDARD TERMS AND CONDITIONS

### 1. Application

These standard terms and conditions shall apply to all City of Deer Park (hereafter "City") solicitations and procurements, unless specifically accepted in the solicitation specifications.

### 2. Requirements

By submitting a proposal, the respondent agrees to provide the City with the specified goods or services described in the solicitation in accordance with these standard terms and conditions at the agreed upon proposal price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the proposal opening.

### 3. Legal Compliance

Proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services. Proposer must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

### 4. Estimated Quantities

If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the City's best estimate based on past history and anticipated purchases.

### 5. Modifications and Addendums

The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential proposers but failure to notify shall impose no liability or obligation on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Proposers are responsible for incorporating any and all modifications and addendums into their proposal responses.

### 6. Interpretation of Solicitation Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting a proposal, of any portion of the proposal documents that appears to be ambiguous, unclear, inconsistent or otherwise in error. Clarifications will be in writing.

### 7. Late Proposal

Proposals must be received in the City's Secretary's Office by the time specified in the solicitation. The City will not accept late proposals and is not responsible for the lateness or non-delivery of proposals by the Postal Service or any private delivery firm. The time/date stamp in the City Secretary's Office shall be the official time of receipt.

### 8. Conditional Proposals

The City will not accept conditional proposals which qualify the proposal's response in any way.

9. Minor Irregularities

The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Proposals.

10. Responsiveness of Proposals

The City wants to receive competitive proposals but will declare “non-responsive” proposals that fail to meet significant requirements outlined in the solicitation documents.

11. Discrepancies and Errors

In the case of a discrepancy between the unit price and the extended total for a proposal item, the unit price will prevail. The unit prices of proposals that have been opened may not be changed for the purpose of correcting an error in the proposal price.

12. Identical Proposals

In the event two or more identical proposals are received and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 271.901.

13. Withdrawal of Proposals

Proposers may withdraw any submitted proposals prior to the proposal submission deadline. Proposers may not withdraw once the proposal has been publicly opened without the approval of the City’s purchasing manager. Proposer will be allowed to withdraw proposals that contain substantial mathematical errors in extension.

14. Disqualification of Proposal

The City may disqualify proposers, and their proposals not be considered, for any of the following reasons: collusion among proposals; proposal’s default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price proposal; proposer’s lack of financial stability; any factor concerning the proposer’s inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; proposer’s involved in a current or pending lawsuit with City; proposer’s attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents.

15. Cost of Proposal

The cost of submitting proposal shall be borne by the proposer, and the City will not be liable for any costs incurred by a proposer responding to this solicitation.

16. Inclusive Pricing

Proposal pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the proposal price unless requested by the City on the proposal response sheet.

17. Firm Prices

Unless otherwise stated in the specifications, proposer’s prices remain firm for 120 days from date of proposal opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of proposal opening, the vendor and the City may mutually agree to extend the firm price period.

**18. Delivery and Acceptance**

The City will receive only those goods as authorized by City purchase order. Proposer warrants that all deliveries relating to this solicitation be of the type and quality specified by the City. The City may refuse or reject any delivery failing to meet specifications and shall not be held to have accepted any delivery until after it has made an inspection of same. The City is the final judge as to acceptability of goods under this solicitation.

**19. Failure to Deliver**

If a proposer is unable to deliver the quantity or quality of specified goods, or is unable to deliver goods within a time period when included in the specifications, the City shall be authorized to purchase from any other available source, consistent with State of Texas procurement statutes, at the expense of the Proposer.

**20. MSDS**

Proposers must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

**21. Taxpayer Identification**

Proposers must provide the City with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the proposer.

**22. Taxes**

The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a proposer's invoice, they will not be paid. Additionally, Proposers cannot use the City's tax exemption status to purchase goods or services related to this solicitation.

**23. Payment**

Payment will be made after receipt of all invoiced services. Proposer will be paid within thirty days of date invoice is received or date services are performed, whichever is later. Additional discount may be taken by the City based on the Summary Response Page. The discount date begins with the date the invoice is received or the date all items covered by the invoice is received, whichever is later. Proposer is entitled to interest, at a rate stipulated by state law, if payment is not made within thirty days.

**24. Outstanding Liabilities**

Proposers shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, license or permit fees, and water bills. Proposals will be considered non-responsible and not given further consideration if submitted by a proposer with such outstanding liabilities.

**25. Offset**

The City may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

**26. Independent Contractors**

It is expressly agreed and understood by both parties that the City is contracting with the successful proposer as an independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful proposer, and the successful proposer has no authority to bind the City.

**27. Warranties**

Proposer warrants that any and all goods delivered are newly manufactured, free from defects in materials and workmanship and conform in every respect to the City's specifications. Goods are warranted for one year from date of acceptance by the City, following delivery and inspection. If at any time during the twelve months following acceptance of the goods, said goods fail to perform their intended purpose or are discovered to be defective on nonconforming to the City's specifications, the proposer will replace the goods at no cost to the City, including any delivery or installation costs. This warranty shall be unconditional. If a manufacturer of goods or of component parts of goods provides a warranty longer than the period provided for herein, the provisions of this warranty shall not be construed to diminish or conflict with the manufacturer's warranty.

**28. Governing Law**

All proposals submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Deer Park and the laws and court decisions of the City of Deer Park, Harris County, and the State of Texas

**29. Controlling Document**

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

**30. Assignment**

Proposer shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the City's purchasing manager. Assignment of this contract, if approved by the City, shall not relieve the proposer's obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.

**31. Termination**

If an awarded proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, (s) he shall be in default and notice of default shall be given to the contractor by the City's purchasing supervisor. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the City may terminate or cancel the contract. The City may also cancel a contract for convenience and without cause with thirty days' notice. In any cancellation of contract, the City will pay the contractor for all goods received and accepted and for all services provided and accepted up to and including the date of termination.

**32. Indemnification**

Proposer shall defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by proposer's breach of

#### Theatre Dinner Show Meals

any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the proposer, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the proposer and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

#### 33. Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Harris County, Texas and if legal action is necessary to enforce same, exclusive venue shall be within Harris County, Texas.

#### 34. Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

#### 35. Open Records

Proposal pricing is not considered confidential and is open to public inspection. Trade secrets and other material considered confidential by the proposer should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as a trade secret or confidential in a proposal, the City will forward the appropriate documents to the Attorney General of Texas who will contact the proposer to request sufficient written reasons as to why the information should be protected from disclosure. Upon review of the proposer's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly.

**GENERAL INSTRUCTIONS TO PROPOSERS**  
**Attachment A**

1. Securing Specifications

Free specifications may be downloaded from the Purchasing page of the City's Web site, [www.deerparktx.gov](http://www.deerparktx.gov). The City of Deer Park does not charge for specifications. If a third-party offers specifications or proposal information for a fee, they do not represent the City.

2. Submission of Proposals/Late Proposals

Proposal pricing must be in US dollars and cents, unless a "percentage off" is requested. Proposers are to provide enough information with their proposal to constitute a definite, firm, unqualified and unconditional offer. Proposals are to be submitted in a sealed envelope or package and labeled with the proposer's name and the solicitation name & number. All proposals must be submitted to the City of Deer Park Purchasing Division no later than the date and time indicated in the solicitation. All times listed are local times. It is the proposer's responsibility to ensure that proposals are delivered/received by the specified time. Late proposals will not be accepted and will be returned unopened.

3. Legal Name of Proposer

In completing the Summary Response Page, the proposer must list the legal name of the proposer's company. This is the name that will be on all contracts, awards, and purchase orders. The Summary Response Page also requires a statement as to the legal status of the proposer (corporation, partnership, sole proprietorship, etc.). The Summary Response Page should be the first document in the proposer's response.

4. Signature

The signature on the Summary Response Page must be in ink and from an individual with the authority to commit the company to the prices proposal and terms stated.

5. Altered Proposals

Any alterations, erasures or strikethroughs made by the proposer prior to submission of the proposals must be initialed by the proposer to guarantee authenticity.

6. Payment Terms, Discount & Type of Payment

Proposer may express the method(s) in which he or she wishes to receive payment. If invoice states a payment term discount offer, the City will take advantage of this discount and payment will be made accordingly.

7. References

References are requested. The Summary Response, Page 20, will indicate how many references and what other conditions may apply to the references. Proposer will attach a separate page with the requested references.

8. Conflict of Interest

Proposers should review the instructions on conflict of interest (Attachment E). Proposers are to complete and submit the Conflict of Interest form (Attachment E), when a conflict of interest exists.

9. Addendums

It is the proposer's responsibility to alter his proposal response based on information updated in one or more addendums to the solicitation. Addendums will be posted on the Purchasing solicitation page of the City's Web site at least four days before the proposal due date. Efforts will be made to ensure that proposers receive notice of addendums, but the ultimate responsibility rests with the proposer.

10. Exceptions

If a proposer takes exception to any part of the specifications or solicitation documents, such exception must be requested in writing, to the Purchasing agent/manager listed in the solicitation, at least six business days before the proposal due date or within 24 hours of a pre-proposal meeting, whichever is earlier. Approved exceptions will be included in an addendum.

11. Checklist

A proposer's checklist (Attachment C) is included with the solicitation package. The checklist is an aid to the proposer in knowing which documents to submit.

**SPECIAL INSTRUCTIONS TO PROPOSERS**  
**Attachment B**

1. Proposing Process/Contact Information

The City of Deer Park is aware of the time and effort proposers spend in preparing and submitting proposals. We will work with you to make the process as easy as possible. If you have questions or concerns about the proposing process, please contact:

Tracy McBride, Purchasing Supervisor  
tmcbride@deerparktx.org  
(281) 478-7228

2. Method of Award

Based on the criteria identified above the City of Deer Park reserves the right, at its sole discretion, to accept the proposal which it considers most favorable to the City's interest.

The City of Deer Park reserves the right to require formal presentations by any or all proposers regarding their proposal. Any costs associated with a presentation shall be the responsibility of the proposer.

The City of Deer Park reserves the right to accept or reject any qualified proposals, to reject any and all proposals and to waive minor informalities.

3. Public Proposal Opening

A public proposal opening will be held at City Hall, 710 East San Augustine, Deer Park, TX 77536 in the City Council Chambers

4. Insurance Requirements

This solicitation has insurance requirements. Please review the requirements with your insurance agent and submit insurance affidavit (Attachment F) with your proposal.

5. Required Contract

This solicitation requires a signed contract prior to award.

**CHECKLIST FOR PROPOSALS**  
**Attachment C**

**Documents to be submitted in response to this request for proposal (REQUEST FOR PROPOSAL)**

\_\_\_\_\_ **PROPOSAL PRICING PAGE:** All lines completed

\_\_\_\_\_ **PROPOSAL RESPONSE:** Completed Summary Response Page

\_\_\_\_\_ **DUE DATE** (Proposal must be received & stamped in City Secretary's Office no later than 2:00 PM on August 5, 2016)

***Proposals failing to comply with the above will be deemed non-responsive.***

**These items are to be submitted with your response; however, if a document is inadvertently omitted, it must be received before award recommendation.**

\_\_\_\_\_ **Five (5) ADDITIONAL HARD COPY AND ONE (1) PDF DIGITAL COPY OF PROPOSAL**

\_\_\_\_\_ **REFERENCES** (As requested on the Summary Response Page)

\_\_\_\_\_ **INSURANCE AFFIDAVIT** (Attachment F)

\_\_\_\_\_ **INDEMNIFICATION BY CONTRACTOR** (Attachment G)

\_\_\_\_\_ **CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION** (Attachment H)

\_\_\_\_\_ **STANDARD CONTRACT AND ACKNOWLEDGMENT** (Attachment J or K)

\_\_\_\_\_ **STANDARD CONTRACT FOR SERVICES** (Attachment L)

\_\_\_\_\_ **PARTNERSHIP ACKNOWLEDGMENT** (If applicable) (Attachment M)

**AFFIDAVIT FOR INSURANCE REQUIREMENTS**  
**Attachment D**

**To Be Completed By Insurance Agent/Broker and Proposer**

**Section 1** I, the undersigned Agent/Broker, reviewed the insurance requirements. If the Proposer listed below is awarded a contract by the City of Deer Park for this Request for Proposal, I will furnish the City, within fifteen calendar days of notification of award, an insurance certificate and Declaration Page with Endorsements to show that all insurance requirements have been met, including naming the City of Deer Park as additional insured.

Agent's Name: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

Telephone No: ( ) \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Proposer's Name/Company: \_\_\_\_\_

Name of Request for Proposal: \_\_\_\_\_

**Insurance Agent/Broker Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Section 2** If the above fifteen day requirement is not met, the City of Deer Park has the right to reject this proposal and award the contract to the next lowest Proposer meeting specifications or to the next most favorable proposal. Questions concerning these requirements, and requests for exceptions, must be submitted by date included in Proposers' Instructions.

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements and policy endorsement within fifteen calendar days of notification of award. I further agree to the indemnification statement listed in the insurance requirements.

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

**INDEMNIFICATION BY CONTRACTOR**  
**Attachment E**

The contractor agrees to defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The liability that is assumed by Contractor under the terms of this paragraph shall not exceed the sum of the required amount of liability coverage to be carried by the Contractor under this contract.

**CONTRACTOR (Company Name)** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

**PRINTED TITLE** \_\_\_\_\_

**CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION  
Attachment F**

I, \_\_\_\_\_, an authorized  
(Name)  
representative of \_\_\_\_\_, do certify that the  
(Insurance Agency)

Workers' compensation policy, of the insured \_\_\_\_\_,  
(Contractor)

On the "Standard Certificate of Insurance Form for the City of Deer Park" meets all current  
Texas state laws and requirements.

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

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

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared \_\_\_\_\_,  
an authorized representative of \_\_\_\_\_  
(Insurance Agency)

Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to  
me that he/she executed the same for the purpose of certifying that the Insured is covered by worker's  
compensation in accordance with current Texas state laws.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
**Notary Public In and For the State of Texas**

**Attachment G**

**NO BONDING**

**REQUIREMENTS**

**FOR THIS Request for Proposal**

**STANDARD CONTRACT AND ACKNOWLEDGMENT**  
**Attachment H**

STATE OF TEXAS

COUNTY OF HARRIS § KNOW ALL PERSONS BY THESE PRESENTS:

CITY OF DEER PARK

I.

Conditioned upon Proposer being awarded by the Deer Park City Council, or award being made administratively, the solicited items set out in this Request for Proposal and upon order of the City of Deer Park, Texas, a municipal corporation located in Harris County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Proposer does hereby agree to furnish and/or deliver to City in accordance with the terms of Proposer's submitted Proposal and the Specifications in above referenced Request for Proposal, the services listed as awarded to Proposer in the Deer Park City Council resolution awarding such services, or listed in the Administrative Award. Execution of said Resolution or Administrative Award shall evidence City's acceptance of this contract.

II.

City agrees to pay Proposer for services at the unit price listed upon the Proposal Page and Specifications or at the negotiated rate determined by the Proposer's proposal and any subsequent modifications agreed to by both Proposer and the City, with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within the solicitation documents, this contract and its attachments. Any purchase of services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution awarding proposal to Proposer may require additional authorization.

III.

It is understood that the following documents, to wit: the Notice to Proposers, the Standard Terms and Conditions, the General Instructions to Proposers, the Special Instructions to Proposers, the Specifications, the Proposal Page or Proposal, and the Summary Response Page are hereby made a part and parcel of this contract and incorporated herein for all purposes.

IV.

The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Proposer, or after reasonable verification as to the requirements specified, whichever is later.

V.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Harris County, Texas. This contract is made and is to be performed in Harris County, Texas.

VI.

If Proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Proposer by the Purchasing Agent of the City. In the event that Proposer continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, City may terminate or cancel this contract or at its option may purchase similar services on the open market and recover from Proposer any difference in price thereof.

Theatre Dinner Show Meals

SIGNED this the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

**STANDARD CONTRACT AND ACKNOWLEDGMENT**  
**CORPORATE ACKNOWLEDGMENT**  
**Attachment I**

THE STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

of the corporation known as \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For

\_\_\_\_\_ County, \_\_\_\_\_

My Commission expires:

\_\_\_\_\_

**STANDARD CONTRACT FOR SERVICES**

**Attachment J**

STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_, by and between **The City of Deer Park**, of the County of Harris and the State of Texas, acting through It's Mayor, **Jerry Mouton**, thereunto duly authorized so to do, Party of the First Part, hereinafter termed **OWNER**, and \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_

Name of Contractor Contractor's City Name of County and State of Texas, Party of the Second Part, hereinafter termed **CONTRACTOR**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the services of certain services described as follows:

All extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, and supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said services, in accordance with the conditions and prices stated in the Proposal attached hereto, printed or written explanatory matter thereof, and the Specifications and addenda thereof, as prepared by the City of Deer Park, herein entitled the CITY, each of which has been identified by the CONTRACTOR and the CITY, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within thirty (30) days after the date written notice to do so shall have been given to him, and to substantially complete the same within \_\_\_\_ working days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the

Theatre Dinner Show Meals  
Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first  
above written.

**The City of Deer Park**

\_\_\_\_\_

Party of the First Part

Party of the Second Part

(OWNER)

(CONTRACTOR)

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

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

Mayor Jerry Mouton

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

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

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

(SEAL)

(SEAL)

**PARTNERSHIP ACKNOWLEDGMENT**

**Attachment K**

THE STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

of \_\_\_\_\_ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For

\_\_\_\_\_ County, \_\_\_\_\_

My Commission expires:  
\_\_\_\_\_

**SINGLE ACKNOWLEDGMENT**

THE STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2\_\_\_\_

\_\_\_\_\_  
Notary Public In and For

\_\_\_\_\_ County, \_\_\_\_\_

My Commission expires:  
\_\_\_\_\_



Proposal for Buffet Style Dinner Meals  
for the Parks and Recreation Department Theater

Presented by:

**Azalea Creek Catering**

Azalea Creek Catering is a family owned catering business located in Deer Park, Texas. We pride ourselves on only offering the finest of ingredients making our meals truly enjoyable. Azalea Creek's attentive service will create a relaxing atmosphere for theater guests.

We appreciate the opportunity to submit this bid proposal to you. With over twenty years of combined experience catering in Deer Park and the surrounding areas, we are confident that our quality and service expertise will exceed all expectations.

---

Janet Broughton

---

Jason Broughton

---

Jaime Morris

Managing Partners



We Are pleased to offer Buffet Style Dinner Meals for the Parks and Recreation Department Theater the following meal selections. Our meals include one entrée, one starch, one vegetable, a salad with two dressings, one dessert, and one bread serving. All meals include: iced tea with lemon, water, and coffee with assorted creamers and sweeteners. Also included will be linen napkins and stemmed goblets for tea.

All of our selections are priced at \$16.50 per person.

### **Sample Menus:**

Juicy Baked Turkey & Cornbread Dressing  
Served with a Mixed Green Salad, Seasoned Green Beans,  
and Assorted Rolls with Butter.  
With Spice Cake for Dessert.

Tender Sliced Brisket & Smoked Sausage  
Served with Coleslaw, Potato Salad & Baked Beans  
with Pickles, Onions, Sliced Jalapenos, and Bread,  
Sauce on the Side  
With Chocolate cake for Dessert.

Savory Baked Ham with Fruit Sauce  
Served with Strawberry Spinach Salad, Buttered New Potatoes,  
Black Eyed Peas, and Assorted Rolls with Butter.  
With Carrot Cake for Dessert.

Creamy Chicken Tetrazzini  
Served with a Caesar Salad,  
Glazed Carrots, Green Peas, and Garlic Bread.  
With Banana Pudding for Dessert.



Flavorful Enchilada Casserole  
Served with Frito Salad, Mexican Rice,  
Pinto Beans, and Mexican Cornbread Muffins.  
With Piña Colada Cake for Dessert.

Smothered Sirloin Steak  
Served with a Mixed Green Salad, Baked Potato Casserole,  
Broccoli, Cauliflower & Carrots, and Assorted Rolls and Butter.  
With Strawberry Shortcake for Dessert.

Smothered Chicken Breasts  
Served with a Mixed Green Salad, Wild & White Rice,  
Baked Corn Pudding, and Assorted Rolls and Butter.  
With Peach Cobbler for Dessert.

Marinated Grilled Chicken Breast  
Served with Fruit Salad, Rice Dressing with Sausage,  
Okra & Tomatoes, and Assorted Rolls with Butter.  
With Lemon Cake for Dessert.

Bacon-wrapped Chopped Sirloin Steak  
Served with Mixed Green Salad, Mashed Potatoes,  
Cabbage with Bacon, and Assorted Rolls with Butter.  
With Red Velvet Cake for Dessert.



**We also offer the following selections for a customized menu of your choice.**

**Entrees:**

Bacon-wrapped Chopped Sirloin Steaks  
Baked Chicken with Mushroom Ragout  
Baked Turkey and Cornbread Dressing  
Baked Ham with Fruit Sauce  
Chicken Tetrazzini  
Enchilada Casserole  
Chicken Marsala

King Ranch Chicken  
Marinated Grilled Chicken Breast  
Sirloin Beef Tips over Noodles  
Smothered Chicken  
Smothered Steak  
Southern Baked Pork Loin with Gravy  
Rosemary & Balsamic Crusted Pork Loin

**Starches:**

Baked Potato Casserole  
Baked Rice Dressing with Sausage  
Buttered New Potatoes  
Cornbread Dressing  
Mashed Potatoes  
Tomato & Parmesan Orzo

Macaroni and Cheese  
Mexican Rice  
Potato Salad  
Sweet Potato Casserole  
Wild & White Rice

**Vegetables:**

Baked Corn Pudding  
Baked Squash Casserole  
Black-eyed Peas  
Broccoli and Rice Casserole  
Broccoli, Cauliflower, and Carrots  
Cabbage with Bacon  
Confetti Corn  
Cranberry Sauce

Glazed Baby Carrots  
Green Bean Casserole  
Green Peas and Carrots  
Okra and Tomatoes  
Pinto Beans  
Seasoned Green Beans  
Roasted Vegetables  
Squash Medley with Peppers and Onions



**Salads:**

Caesar  
Carrot-raisin  
Coleslaw

Frito  
Fruit  
Mixed Greens  
Italian Mixed Salad

Harvest Salad  
Pea  
Strawberry Spinach

**Desserts:**

Apple Cheese Crisp  
Apple Cobbler  
Banana Pudding  
Carrot Cake  
Cheese Cake

Chocolate Cake  
Lemon Cake  
Peach Cobbler  
Piña Colada Cake  
Pumpkin Crisp

Punch Bowl Cake  
Red Velvet Cake  
Spice Cake  
Strawberry Shortcake  
Black Forest Parfaits

**Breads:**

Assorted Rolls  
French Bread

Garlic Bread  
Cornbread Muffins

Texas Toast



## References

### **Jennifer Torres\***

DPIED Education Foundation Coordinator

832.242.4498

2 Years of Service

### **George Anne Bedford\***

Aqua Solutions Inc.

832.479.2569

2 Years of Service

### **Sandy McCafferty\***

Deer Park Rotary Club - President

281.770.8162

2 Years of Service

### **Linda Lee**

Texas Non Profit Theaters

817.731.2238

1 Years of Service

### **Wayne Riddle\***

Wayne Riddle Insurance Agency

281.479.5248

2 Years of Service

\* Theater Patrons



### **Previous Clients**

City of Deer Park  
City of Pasadena  
Deer Park Chamber of Commerce  
Deer Park ISD  
Deer Park Police Department  
Deer Park Theater  
Deer Park Volunteer Fire Department  
First Baptist Church of Deer Park  
HEB-Deer Park  
Houston Design Center  
Intermarine  
Maxwell Senior Center  
Memorial Assistance Ministries, Houston  
Pasadena Chamber of Commerce  
Pasadena ISD  
PeroxyChem  
Salvation Army  
Shell Oil  
Swen L.P.  
Texas Bay Credit Union  
Thorntree Stone  
Trade Star Inc.

Numerous Private Parties & Weddings

### **Suppliers**

Sysco  
Ditta Meat Company  
Jake's Finer Foods  
Chefs Produce  
Gourmet Ranch

# Texas Certified Food Manager

*This certifies that*

Janet Broughton

has successfully completed the **Food Manager Classes** certification course  
approved by the Texas Department of State Health Services.

**TXDSHS License #10023**

License No: TX-71930

Completed: 8/26/2014

Expires: 8/26/2019

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



This certification is valid in all Texas cities and counties and must be accepted statewide by regulatory authorities according to Texas state law. This card shall be available to the regulatory authority at all times at the food establishment. Check with your local health department for any requirements regarding the transferral of this certificate per city/county ordinances.

GCHD  
205 North Houston  
Denison, TX 75021

A handwritten signature in black ink, reading "John H. Teel", written over a horizontal line.

John H. Teel  
GCHD Director

[www.FoodManagerClasses.com](http://www.FoodManagerClasses.com)

# Texas Certified Food Manager

*This certifies that*

Jason Broughton

has successfully completed the **Food Manager Classes** certification course  
approved by the Texas Department of State Health Services.

**TXDSHS License #10023**

License No: TX-71931

Completed: 8/26/2014

Expires: 8/26/2019

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



This certification is valid in all Texas cities and counties and must be accepted statewide by regulatory authorities according to Texas state law. This card shall be available to the regulatory authority at all times at the food establishment. Check with your local health department for any requirements regarding the transferral of this certificate per city/county ordinances.

GCHD  
205 North Houston  
Denison, TX 75021

A handwritten signature in black ink, reading "John H. Teel", written over a horizontal line.

John H. Teel  
GCHD Director

[www.FoodManagerClasses.com](http://www.FoodManagerClasses.com)

# Texas Certified Food Manager

*This certifies that*

Jaime Morris

has successfully completed the **Food Manager Classes** certification course  
approved by the Texas Department of State Health Services.

**TXDSHS License #10023**

License No: TX-71932

Completed: 8/26/2014

Expires: 8/26/2019

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



This certification is valid in all Texas cities and counties and must be accepted statewide by regulatory authorities according to Texas state law. This card shall be available to the regulatory authority at all times at the food establishment. Check with your local health department for any requirements regarding the transferral of this certificate per city/county ordinances.

GCHD  
205 North Houston  
Denison, TX 75021

A handwritten signature in black ink, reading "John H. Teel", written over a horizontal line.

John H. Teel  
GCHD Director

[www.FoodManagerClasses.com](http://www.FoodManagerClasses.com)

## Section V: Proposal Pricing

### Inclusive Pricing

Proposal pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the proposal price.

I, Azalea Creek Catering, (Company) have reviewed the proposal specifications and proposed contract with the City of Deer Park.

I herein agree to propose by the terms of the Proposal Specifications and herein submit the attached proposal.

SIGNED on this the 3rd day of August, 2016.

Total Cost Submitted Per Meal: \$16.50.

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### Mandatory Pre-Proposal Meeting

There will be a required Pre-Proposal meeting on Thursday, July 19, 2016 at 2:00 p.m. Central Standard Time at the Theater/Courts Building at 1302 Center Street, Deer Park, Texas 77536.

MANDATORY PRE-PROPOSAL MEETING WILL BE HELD AT THE CITY OF DEER PARK THEATRE/COURTS BUILDING AND IS REQUIRED TO PARTICIPATE IN THIS PROPOSAL!

Did proposer attend? Yes X, NO       .

---

The undersigned certifies that the proposal price contained in the foregoing proposal has been carefully checked and is submitted in duplicate.

2318 Juanita Ln.

Business Mailing Address

Deer Park, TX, 77536

City, State, and Zip Code

281.381.1187

Telephone

Janet Broughton

Authorized Representative's Signature Name

Janet Broughton

Authorized Representative's Printed Name

8.3.16

Date

**SUMMARY RESPONSE PAGE****COMPLETE LEGAL NAME of firm submitting proposal:**

Azalea Creek, LLC (DBA: Azalea Creek Catering)

**Mailing Address:** 2318 Juanita Ln.**City, State, & Zip:** Deer Park, TX, 77536**Phone:** 281.381.1187 **E-mail Contact:** AzaleaCreek@gmail.com**Estimated Annual Contract Amount:**

Total cost submitted per meal =\$ 16.50

Minimum number of meals (X) 120

Minimum estimated total per show =\$ 1,980.00

Minimum number of show (X) 32

**Minimal estimated annual total** =\$ 63,360.00**Are you offering a discount?** ☐ Yes ☒ No if so, please indicate discount**Authorized Signature** Janet Broughton **Date** 8.3.16

Signature indicates proposer accepts the specifications, terms and conditions of this solicitation and that proposer is neither delinquent on any payment due the City nor involved in any lawsuit against the City.

**Print Name** Janet Broughton **Title** Managing Partner**Are you proposing as a**☐ Corporation☐ Non-Profit Corporation☒ Limited Liability Company☐ Partnership☐ Individual or Sole Proprietor**M/WBE:** If you are a minority-owned or woman-owned business, please check which type and list any certification number ☐ Black ☐ Hispanic ☐ Asia-India ☐ Asia-Pacific  
☐ Native American ☐ Woman-Owned Certification # \_\_\_\_\_**REFERENCES:**

This solicitation requires references. Please attach to this page a list of five (5) references either currently doing business with you or having purchased goods or services within the past 24 months. For each reference list name, contact person, address, telephone, and e-mail address, years doing business with reference and any other pertinent information to help the City of Deer Park verify the quality of goods or services your firm provides.

**CHECKLIST FOR PROPOSALS**  
**Attachment C**

**Documents to be submitted in response to this request for proposal (REQUEST FOR PROPOSAL)**

- X   **PROPOSAL PRICING PAGE:** All lines completed
- X   **PROPOSAL RESPONSE:** Completed Summary Response Page
- X   **DUE DATE** (Proposal must be received & stamped in City Secretary's Office no later than 2:00 PM on August 5, 2016)

***Proposals failing to comply with the above will be deemed non-responsive.***

**These items are to be submitted with your response; however, if a document is inadvertently omitted, it must be received before award recommendation.**

- X   **Five (5) ADDITIONAL HARD COPY AND ONE (1) PDF DIGITAL COPY OF PROPOSAL**
- X   **REFERENCES** (As requested on the Summary Response Page)
- X   **INSURANCE AFFIDAVIT** (Attachment F)
- X   **INDEMNIFICATION BY CONTRACTOR** (Attachment G)
- X   **CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION** (Attachment H)
- X   **STANDARD CONTRACT AND ACKNOWLEDGMENT** (Attachment J or K)
- X   **STANDARD CONTRACT FOR SERVICES** (Attachment L)
- X   **PARTNERSHIP ACKNOWLEDGMENT** (If applicable) (Attachment M)

**AFFIDAVIT FOR INSURANCE REQUIREMENTS**  
**Attachment D**

**To Be Completed By Insurance Agent/Broker and Proposer**

**Section 1** I, the undersigned Agent/Broker, reviewed the insurance requirements. If the Proposer listed below is awarded a contract by the City of Deer Park for this Request for Proposal, I will furnish the City, within fifteen calendar days of notification of award, an insurance certificate and Declaration Page with Endorsements to show that all insurance requirements have been met, including naming the City of Deer Park as additional insured.

Agent's Name: Wayne Riddle

Agency Name: Wayne Riddle Insurance Agency

Address: 110 W. Pasadena Blvd

City/State/ZIP: Deer Park, TX, 77536

Telephone No: ( ) 281.479.5248 E-mail Address: WRiddle@sbcglobal.net

Proposer's Name/Company: Azalea Creek, LLC

Name of Request for Proposal: Buffet Style Meals for the Theater

Insurance Agent/Broker Signature:  Date: 8.3.16

**Section 2** If the above fifteen day requirement is not met, the City of Deer Park has the right to reject this proposal and award the contract to the next lowest Proposer meeting specifications or to the next most favorable proposal. Questions concerning these requirements, and requests for exceptions, must be submitted by date included in Proposers' Instructions.

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements and policy endorsement within fifteen calendar days of notification of award. I further agree to the indemnification statement listed in the insurance requirements.

Signature:  Date: 8.3.16

**INDEMNIFICATION BY CONTRACTOR**  
**Attachment E**

The contractor agrees to defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The liability that is assumed by Contractor under the terms of this paragraph shall not exceed the sum of the required amount of liability coverage to be carried by the Contractor under this contract.

**CONTRACTOR (Company Name)** Azalea Creek, LLC

**SIGNATURE** 

**PRINTED NAME** Janet Broughton

**PRINTED TITLE** Managing Partner

**CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION**  
**Attachment F**

I, Wayne Riddle, an authorized  
(Name)  
representative of Wayne Riddle Insurance Agency, do certify that the  
(Insurance Agency)

Workers' compensation policy, of the insured Azalea Creek, LLC,  
(Contractor)

On the "Standard Certificate of Insurance Form for the City of Deer Park" meets all current  
Texas state laws and requirements.

By: [Signature] Address: 110 W. PASADENA BLVD  
DEER PARK TX 77536

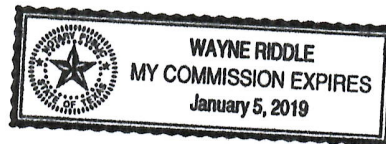
Title: CSR - MGR Date: 8/2/16

On this 7 day of August 2016, personally appeared ROBBYN DAVIS  
an authorized representative of WAYNE RIDDLE INSURANCE AGENCY  
(Insurance Agency)

Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to  
me that he/she executed the same for the purpose of certifying that the Insured is covered by worker's  
compensation in accordance with current Texas state laws.

My commission expires: 01/05/2019

X [Signature]  
Notary Public In and For the State of Texas



**STANDARD CONTRACT AND ACKNOWLEDGMENT**  
**Attachment H**

STATE OF TEXAS

COUNTY OF HARRIS § KNOW ALL PERSONS BY THESE PRESENTS:

CITY OF DEER PARK

I.

Conditioned upon Proposer being awarded by the Deer Park City Council, or award being made administratively, the solicited items set out in this Request for Proposal and upon order of the City of Deer Park, Texas, a municipal corporation located in Harris County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Proposer does hereby agree to furnish and/or deliver to City in accordance with the terms of Proposer's submitted Proposal and the Specifications in above referenced Request for Proposal, the services listed as awarded to Proposer in the Deer Park City Council resolution awarding such services, or listed in the Administrative Award. Execution of said Resolution or Administrative Award shall evidence City's acceptance of this contract.

II.

City agrees to pay Proposer for services at the unit price listed upon the Proposal Page and Specifications or at the negotiated rate determined by the Proposer's proposal and any subsequent modifications agreed to by both Proposer and the City, with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within the solicitation documents, this contract and its attachments. Any purchase of services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution awarding proposal to Proposer may require additional authorization.

III.

It is understood that the following documents, to wit: the Notice to Proposers, the Standard Terms and Conditions, the General Instructions to Proposers, the Special Instructions to Proposers, the Specifications, the Proposal Page or Proposal, and the Summary Response Page are hereby made a part and parcel of this contract and incorporated herein for all purposes.

IV.

The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Proposer, or after reasonable verification as to the requirements specified, whichever is later.

V.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Harris County, Texas. This contract is made and is to be performed in Harris County, Texas.

VI.

If Proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Proposer by the Purchasing Agent of the City. In the event that Proposer continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, City may terminate or cancel this contract or at its option may purchase similar services on the open market and recover from Proposer any difference in price thereof.

Theatre Dinner Show Meals

SIGNED this the 3rd day of August, A.D. 2016.

Signature

*Janet Broughton*

Name Janet Broughton

Title Managing Partner

Company Name Azalea Creek, LLC

**STANDARD CONTRACT AND ACKNOWLEDGMENT  
CORPORATE ACKNOWLEDGMENT  
Attachment I**

THE STATE OF Texas  
COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

Janet Broughton

(Print Name)

Managing Partner

(Print Title)

of the corporation known as Azalea Creek, LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

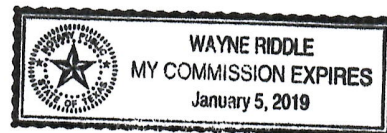
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of Aug, A.D., 20 16

Wayne Riddle  
Notary Public In and For

HARRIS County, TEXAS

My Commission expires:

1-5-19



**STANDARD CONTRACT FOR SERVICES**

**Attachment J**

STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this 3rd day of August A.D. 2016, by and between **The City of Deer Park**, of the County of Harris and the State of Texas, acting through It's Mayor, **Jerry Mouton**, thereunto duly authorized so to do, Party of the First Part, hereinafter termed **OWNER**, and Azalea Creek, LLC of Deer Park, County of Harris

Name of Contractor Contractor's City Name of County and State of Texas, Party of the Second Part, hereinafter termed **CONTRACTOR**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the services of certain services described as follows:

All extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, and supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said services, in accordance with the conditions and prices stated in the Proposal attached hereto, printed or written explanatory matter thereof, and the Specifications and addenda thereof, as prepared by the City of Deer Park, herein entitled the CITY, each of which has been identified by the CONTRACTOR and the CITY, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within thirty (30) days after the date written notice to do so shall have been given to him, and to substantially complete the same within \_\_\_\_ working days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the

Theatre Dinner Show Meals  
Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first  
above written.

**The City of Deer Park**

**Azalea Creek, LLC**

Party of the First Part

Party of the Second Part

(OWNER)

(CONTRACTOR)

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

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

Mayor Jerry Mouton

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

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

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

(SEAL)

(SEAL)

**PARTNERSHIP ACKNOWLEDGMENT**

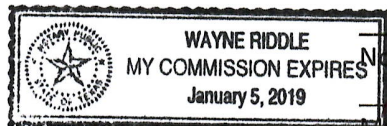
**Attachment K**

THE STATE OF Texas  
COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

Janet Broughton  
(Print Name)  
Managing Partner  
(Print Title)

of Azalea Creek, LLC a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of August, A.D., 2016.



Wayne Riddle  
Notary Public In and For  
Harris County, TEXAS  
My Commission expires:  
1-5-19

**SINGLE ACKNOWLEDGMENT**

THE STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2\_\_\_\_

\_\_\_\_\_  
Notary Public In and For  
\_\_\_\_\_ County, \_\_\_\_\_  
My Commission expires:  
\_\_\_\_\_

# Theater Meals Comparison - 2016 Recap

---

RECAP- RANKING		
VENDOR	AVG Points	Ranking
Azalea Creek Catering	98.25	1
The Republic Grill	78.75	2



## Legislation Details (With Text)

**File #:** POL 16-003    **Version:** 1    **Name:**  
**Type:** Policy    **Status:** Agenda Ready  
**File created:** 7/27/2016    **In control:** City Council  
**On agenda:** 9/6/2016    **Final action:**  
**Title:** Consideration of and action on amending the Financial Management Policy.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:** [Financial Policy 09.06.16](#)

Date	Ver.	Action By	Action	Result
9/6/2016	1	City Council		

Consideration of and action on amending the Financial Management Policy.

Summary: The City's Financial Management Policy was last reviewed and updated on September 15, 2015. Current changes to the policy, reviewed in the workshop, are summarized below:

Capital Expenditures and Improvements - in 2014, the policy was amended to include a subsection related to monitoring of capital assets. This subsection has been expanded to add that the City will complete a physical inventory of capital assets at least every two years, including a reconciliation to the capital asset listing. It further clarifies that capital asset records shall be retained by the Finance Department in accordance with the City's records retention schedule.

The revised Section VII. Capital Expenditures and Improvements, Subsection E. Monitoring, now reads as follows:

In order to track the existence, condition, and retirement or disposal of capital assets, the Finance Department shall utilize various methods to monitor the City's capital assets. A capital asset listing shall be sent to each department head for review near the end of each fiscal year in order to determine if the asset is still in service, impaired or obsolete. The Finance Department shall perform a periodic review of capital assets to verify the asset is still functional and in use. At least every two years, the City shall complete a physical inventory of capital assets and a reconciliation to the capital asset listing. Capital asset records shall be retained by the Finance Department in accordance with the City's records retention schedule.

Fiscal/Budgetary Impact:

N/A.

Approve the amended Financial Management Policy.



**REVISED AND ADOPTED SEPTEMBER 6, 2016**

**CITY OF DEER PARK  
FINANCIAL MANAGEMENT POLICY**

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## SUMMARY

The City of Deer Park (City) is responsible to safeguard and prudently manage public funds, which includes planning for and providing adequate funding and resources to deliver the needed and desired municipal services to the community. To establish and document a policy framework for effective fiscal decision-making, planning, and management, the City shall establish and maintain a comprehensive Financial Management Policy. This policy shall incorporate sound financial management practices and shall demonstrate compliance with the associated federal, state, and local statutes and other legal documents and mandates.

The Financial Management Policy shall be reviewed annually and updated or revised, as necessary. Updates and changes to the policies contained herein shall be presented to City Council for approval.

This Financial Management Policy shall apply to all funds maintained by the City, unless otherwise specified herein. The purpose of these policies is to ensure that financial resources are available to meet the present and future needs of the City and its citizens. Specifically the policy framework contained herein mandates the pursuit of the following fiscal objectives:

- I. ***Accounting, Auditing and Financial Reporting:*** The City shall implement and maintain accounting practices that conform to generally accepted accounting principles and comply with prevailing federal, state, and local statutes and regulations. The City shall present regular reports that analyze, evaluate and forecast the City's financial performance and economic condition. The City shall issue a Comprehensive Annual Financial Report no later than six months following the end of the fiscal year.
- II. ***Financial Consultants:*** The City shall employ the assistance of qualified financial advisors and consultants, as needed, to assist in the administration and management of the City's financial affairs, including audit services, debt administration, delinquent tax collections, and financial modeling.
- III. ***Budgeting and Long Range Financial Planning:*** The City shall establish budgeting guidelines and shall employ a prudent fiscal strategy to provide for the short-term and long-term needs of the City through strategic management and preservation of its financial resources.
- IV. ***Revenues:*** The City shall establish, manage, and maintain a revenue system to assure a reliable, equitable, and sufficient cash flow to support the desired level of City services and fund balance.
- V. ***Operating Expenditures:*** The City shall identify and prioritize services, determine appropriate service levels, and monitor the expenditure of available resources to ensure fiscal stability and the effective and efficient delivery of services.

- VI. *Fund Balance/Working Capital:*** The City shall maintain the fund balance and working capital (retained earnings) of all operating funds at levels sufficient to protect the City's creditworthiness as well as its financial position during emergencies or economic fluctuations.
- VII. *Capital Expenditures and Improvements:*** The City shall annually review and monitor the state of the City's capital assets, setting priorities for the addition, replacement, and renovation of these assets based on needs, funding alternatives, and availability of resources.
- VIII. *Debt:*** The City shall establish guidelines for debt financing to provide needed land, long-term capital additions, and infrastructure improvements while minimizing the impact of debt payments on current and future revenues.
- IX. *Cash Management and Investments:*** The City shall invest idle operating cash so as to ensure the absolute safety of principal, to meet the liquidity needs of the City, and to achieve the highest possible yield in accordance with state statute and the City's Investment Policy.
- X. *Grants:*** The City shall seek, apply for, and effectively administer federal, state, and local grants, which support the City's current and future priorities and policy objectives.
- XI. *Intergovernmental Relations:*** The City shall coordinate efforts with other governmental agencies to achieve common policy objectives, share the cost of providing government services on an equitable basis, and support favorable legislation at the state and federal levels.
- XII. *Internal Controls:*** The City shall establish and maintain a system of internal controls designed to safeguard City assets, ensure the accuracy and reliability of accounting and financial records, promote operational efficiency, and adhere to prescribed policies in compliance with federal and state regulations and City ordinances and policies.

## I.

# ACCOUNTING, AUDITING AND FINANCIAL REPORTING

The City shall implement and maintain accounting practices that conform to generally accepted accounting principles and comply with prevailing federal, state, and local statutes and regulations. The City shall present regular reports that analyze, evaluate and forecast the City's financial performance and economic condition. The City shall issue a Comprehensive Annual Financial Report no later than six months following the end of the fiscal year.

### A. *Accounting Practices and Principles*

The City shall implement and maintain accounting practices that conform to Generally Accepted Accounting Principles (GAAP) as set forth by the Governmental Accounting Standards Board (GASB), the authoritative standard setting body for state and local governments. All City financial reports, including the comprehensive annual financial report, official statements, and continuing disclosure reports shall comply with these standards.

### B. *Financial Reports and Fiscal Monitoring*

Monthly financial reports shall be prepared and distributed to the City Manager, Assistant City Manager, and department directors. Quarterly financial reports shall be presented to the City Council.

These financial reports shall be useful for analyzing, evaluating, and forecasting the City's financial performance and economic position. Additionally, the reports shall be used to evaluate key areas of performance and to develop any remedial actions necessary to maintain the City's financial position.

### C. *Annual Audit*

Pursuant to state statute and City ordinance, the City shall have its records and accounts audited annually and shall prepare an annual financial statement and report. The audit shall be performed by a certified public accounting (CPA) firm, licensed to practice in the State of Texas. The annual financial statement and report, including the auditor's opinion, shall be part of an official Comprehensive Annual Financial Report (CAFR), which shall be filed within 180 days after the last day of the City's fiscal year.

The audit firm shall provide a management letter to the City prior to the filing of the audit. The Director of Finance shall be responsible for establishing a process to ensure timely resolution of audit recommendations.

D. *Annual Financial Disclosure*

As required by the Securities and Exchange Commission (SEC) Rule 15c2-12, the City, with the support of the financial advisor, shall annually provide certain financial information and operating data to information repositories. This disclosure requirement also applies to the filing of any periodic material event notices in compliance with Rule 15c2-12.

E. *Escheating Checks*

As required by State law, the City shall file the necessary reports on an annual basis to turn over to the State Comptroller any checks outstanding more than three years. This property is considered abandoned and shall be delivered to the State Comptroller on or before July 1 of each year.

F. *Finance Committee*

The City has established a Finance Committee consisting of mayoral appointments from City Council. The members shall be appointed/re-appointed to the committee annually. The City Manager, Assistant City Manager, and Director of Finance shall also serve on the committee. The committee shall meet quarterly for an update on the City's financial statements and investments. Further, the committee shall meet to review the results of the annual audit and at any other time it may be necessary to report on an internal audit or other external audit authorized by City Council.

## II.

### FINANCIAL CONSULTANTS

The City shall employ qualified financial advisors and consultants, as needed, to assist in the administration and management of the City's financial affairs including, but not limited to, audit services, debt administration, delinquent tax collections, and financial impact modeling. The principal factors in the selection of these advisors and consultants shall include technical expertise, experience, ability to perform the services, and references.

#### A. *Selection of Auditors*

The City Council shall select an independent firm of certified public accountants to perform an annual audit of the City's accounts and records and to render an opinion on the financial statements of the City. At least every five years, the City shall request proposals from qualified firms, to affirm the current audit firm or select a new firm. It is prudent that the current firm rotates the audit partner and lead auditor at least every two years.

Annually, the independent auditor will provide a letter of engagement to the City Council for the fiscal year to be audited.

#### B. *Arbitrage*

The City is responsible for the annual arbitrage rebate calculation on each bond issue. The City shall provide the necessary information and records to a qualified firm for completing these calculations and preparing the required report filings. The City shall make timely payments of any rebate amount owed to the federal government.

Requests for qualifications shall be solicited at least every five years from firms qualified to prepare arbitrage rebate calculations and reports.

#### C. *Delinquent Tax Collection Attorney*

Due to the specialized nature of these services, the City shall hire an experienced attorney to collect delinquent property taxes. These services shall also include the filing of bankruptcy claims, foreclosures on real property, and seizures of personal property. The attorney shall provide legal representation for the City in court cases and property sales.

D. *Bond Counsel*

Bond counsel to the City shall provide an objective legal opinion concerning the issuance of bonds and other debt instruments. Generally, bonds are not marketable without the opinion of bond counsel indicating the bonds are valid and binding obligations of the City and exempt from federal and state income taxes.

Due to the complexity of the City's financial structure and the benefits that come from a history and knowledge of the City, the City maintains an ongoing relationship with the bond counsel for continuity. The engagement letter with bond counsel may be terminated at any time upon written notice by either party.

E. *Financial Advisory Services*

The City issues various types of securities to finance its capital improvement program and shall employ a financial advisor for these services. Debt issuance and restructuring requires a comprehensive list of services associated with municipal transactions including, but not limited to, analysis of market conditions, size and structure of the issue, method of sale, preparation of disclosure documents, evaluation of and advice on the pricing of securities, facilitation of rating agency relations, and calculation of debt service schedules. The financial advisor shall provide other financial advice and expertise, as needed.

Due to the complexity of the City's financial structure and the benefits that come from a history and knowledge of the City, the City maintains an ongoing relationship with the financial advisor for continuity. The City's agreement with the financial advisor is for a five-year term and automatically renews on the fifth anniversary for an additional five years. Either party may terminate the agreement at any time with thirty days written notice.

F. *Depository Bank*

Pursuant to state statute, the City may approve a depository services contract for a term up to five years. The City typically establishes the contract for depository services for an initial term of three years with the option to renew annually in each of the remaining two years. The City shall select a depository through a formal bid process in order to provide the City with the most comprehensive, flexible, and cost-effective banking services available.

G. Investment Advisory Services

The City Council may from time to time employ qualified individuals or firms as an Investment Advisor to assist the investment officer(s) in carrying out the investment program and complying with the requirements of the City's Investment Policy and the Public Funds Investment Act.

H. *OPEB*

The City is required to comply with the requirements of GASB Statement No. 43, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, and GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, to measure and report the liabilities associated with other (than pension) postemployment benefits (OPEB). The City shall hire an experienced and qualified firm to provide actuarial and consulting services to the City to comply with these reporting requirements. These services shall include completion of the actuarial valuation and information to complete the notes to the financial statements and the required supplementary information included in the CAFR.

### III.

## BUDGETING AND LONG RANGE FINANCIAL PLANNING

The City shall establish budgeting guidelines and shall employ a prudent fiscal strategy to provide for the short-term and long-term needs of the City through strategic management and preservation of its financial resources.

#### A. *Balanced Budget*

Budgeting is an essential element of the financial planning, control, and evaluation process of the City. The operating budget represents the City's annual financial operating plan. It includes all operating departments of the City. Annually, the City Manager shall file an operating budget for the ensuing fiscal year in accordance with state and local statutes. This budget shall adhere to the City's fund balance policies.

The operating budget should be balanced with current revenues, exclusive of beginning balances, greater than or equal to current expenditures/expenses. Excess balances may be used for capital outlay or other non-recurring expenditures.

#### B. *Current Funding Basis*

The City shall budget and operate on a current funding basis with expenditures budgeted and controlled so as not to exceed projected current revenues. Recurring expenditures shall be funded exclusively with recurring revenues to facilitate operations on a current funding basis.

#### C. *Ad Valorem Tax Rate*

The City Manager shall recommend an ad valorem (property) tax rate to enable the City to operate efficiently and to fund the required annual debt service payments in the general fund.

#### D. *Revenue Estimating for Budgeting*

To protect the City from revenue shortfalls and to maintain a constant level of services, the City shall use a conservative, objective, and analytical approach when preparing revenue estimates. The process shall include an analysis of probable economic changes and the estimated impact on revenues in conjunction with a review of historical revenue collection rates and trends. This approach should reduce the likelihood of revenue shortfalls and should help to avoid decreased service levels during the year.

Sales tax is used to fund recurring operations, but sales tax revenue fluctuates with changes in economic conditions. To mitigate the overall effects of these revenue fluctuations, the City shall limit discretionary spending, exercise budget control, and generate conservative revenue forecasts.

The Utility Fund water and wastewater revenues shall be budgeted using an analysis of prior service levels, historical trends in water consumption and usage, and projected new service requirements.

E. *Budget Management*

The City Manager shall administer the budget after it is formally adopted by City Council. Department directors shall be responsible to manage spending so as not exceed the department's total budget allocation.

F. *Amended Budget*

Emergency situations, unforeseen circumstances, and revised cost estimates may require amending the original budget. Budget amendments shall be presented to City Council for approval, as needed.

G. *Operating Deficits*

The City shall take immediate corrective actions if at any time during the fiscal year expenditure and revenue forecasts are such that an operating deficit is projected at year-end. Corrective actions may include any or all of the following:

- Deferral of capital purchases
- Expenditure reductions
- Hiring and/or salary freezes
- Reduction or elimination of wage increases
- Use of fund balance
- Increased service and usage fees
- Staff reductions

Short-term loans shall not be used to balance the budget.

With City Council approval, fund balance, as a one-time revenue source, may be used to cover an annual operating deficit.

H. *Finance Committee*

The City has established a Finance Committee consisting of mayoral appointments from City Council. The members shall be appointed/re-appointed to the committee annually. The City Manager, Assistant City Manager, and Director of Finance shall also serve on the committee. The committee shall meet quarterly for an update on the City's financial statements and investments. Further, the committee shall meet to review the results of the annual audit and at any other time it may be necessary to report on an internal audit or other external audit authorized by City Council.

## IV.

### REVENUES

The City shall establish, manage, and maintain a revenue system to assure a reliable, equitable, and sufficient cash flow to support the desired level of City services and fund balance.

A. *Balance and Diversification in Revenue Sources*

The City shall strive to maintain a stable and diversified revenue system to protect the City from fluctuations in any single revenue source due to changes in local economic conditions, for example, which may adversely impact the revenue source (e.g., sales tax revenue).

The City shall maintain balance in its revenue structure to ensure fairness and neutrality as it relates to cost of service and willingness and ability to pay.

B. *User Fees – General Fund*

For services that benefit specific users, the City shall establish and collect fees to recover the costs of these services. The City shall determine the appropriate level of cost recovery and establish a fee schedule accordingly. Each fee shall be set and classified by the City Council.

The City shall identify and evaluate direct and indirect costs to determine what is applicable in calculating cost of service. The following may also be considerations when setting user fees: current economic conditions, demand for services, impact on users, and competitive pricing in the private sector, if applicable. While the City shall seek to recover full direct and indirect costs, in some cases, the City may deem it appropriate to set user fees at a level that will result in partial or minimal cost recovery. The City shall review user fees on an annual basis to calculate the level of cost recovery and determine if adjustments are necessary or appropriate.

C. *User Fees – Enterprise Funds*

Utility rates and user fees shall be set at levels sufficient to fully cover direct and indirect operating costs, meet debt obligations and all legal restrictions of applicable bond covenants (e.g., debt service coverage), allow for planned pay-as-you-go funding for capital improvements, and provide an adequate level of working capital.

The City shall separately establish a drainage utility fee structure to comply with federal and state regulations to reduce storm water pollution and prevent flooding. Fees are assessed according to the potential impact a property could have on the public drainage system. These funds may only be used to cover costs related to the City's drainage system, which may include a reserve/contingency fund to cover unexpected regulatory costs.

Revenues collected for water and wastewater services and for the public drainage system shall remain in the respective enterprise funds. The City shall monitor monthly utility revenues to project any revenue surplus or shortfall for the year.

The City shall not use general funds to subsidize the enterprise fund.

D. *Sales Tax*

Voters in Deer Park may, by referendum, adopt special option sales taxes (e.g., special districts, street maintenance). These special tax revenues shall be allocated accordingly upon receipt.

The City shall monitor monthly sales tax revenues to project any revenue surplus or shortfall for the year.

E. *Revenue Collections*

The City shall enact collection policies that ensure revenues will materialize as budgeted/forecast. The City shall follow an aggressive, consistent, yet reasonable approach for revenue collection by pursuing delinquent and overdue accounts to the fullest extent allowed by law.

The City shall levy a charge against any person making a payment to the City by check, credit card, or any automated or electronic means when such payment is returned to the City and not paid. This charge shall apply to payments of any kind, including but not limited to, taxes, permits, fees, and utilities. The City shall establish this charge based on the associated direct and indirect costs incurred by the City to recover and process the monies owed to the City. The charge shall not exceed the maximum allowed by state law.

F. *Write-off of Uncollectible Receivables – Property Tax Accounts*

Annually, the City shall turn over any delinquent property tax accounts to the tax attorney in an effort to collect the past due amount(s). The City shall remove from the delinquent tax roll (write-off) delinquent property tax accounts in accordance with state law, which authorizes the release or extinguishment, in whole or in part, of the applicable indebtedness, liability, or obligation as follows: "If there is no pending litigation concerning the delinquent tax at the time of cancelation and removal, the collector for a taxing unit shall cancel and remove from the delinquent tax roll...a tax on real property that has been delinquent for more than 20 years [and] a tax on personal property that has been delinquent for more than 10 years." The Director of Finance shall review the write-off of delinquent property tax accounts.

G. *Write-off of Uncollectible Receivables – Industrial District*

The City receives annual "in-lieu-of-tax" payments from industries located within its extraterritorial jurisdiction ("industrial district"). Relative to the amounts owed, the City may elect to turn any delinquent account over to a collection agency for further attempts to collect the past due amount(s). The City shall write-off industrial district accounts where collection efforts have been exhausted or are no longer feasible or cost effective. Aged receivables shall be considered for write-off when mail has been returned and all attempts to acquire a valid forwarding address have failed or after accounts have been outstanding for four years or more and all attempts to collect the past due amount(s) have been exhausted.

The City shall consider any write-off of uncollected accounts as an accounting entry only and does not release the debtor from any debt owed to the City. If an account becomes collectible after having been written-off, the accounts receivable balance shall be reinstated and payments applied to that balance. The Director of Finance shall review the write-off of delinquent industrial district accounts.

H. *Write-off of Uncollectible Receivables – Utility & Other Accounts*

The City may elect to turn any delinquent account over to a collection agency for further attempts to collect the past due amount(s). The City shall write-off utility accounts where collection efforts have been exhausted or are no longer feasible or cost effective. Aged receivables shall be considered for write-off when mail has been returned and all attempts to acquire a valid forwarding address have failed or after accounts have been outstanding for four years or more and all attempts to collect the past due amount(s) have been exhausted.

The City shall consider any write-off of uncollected accounts as an accounting entry only and does not release the debtor from any debt owed to the City. If an account becomes collectible after having been written-off, the accounts receivable balance shall be reinstated and payments applied to that balance. The Director of Finance shall review the write-off of delinquent utility and other accounts.

I. *Write-off of Uncollectible Receivables – Ambulance Billing Accounts*

Aged receivables shall be considered for write-off of individual ambulance billing accounts that have been outstanding more than 12-months. If an account becomes collectible after having been written-off, the accounts receivable balance shall be reinstated and payments applied to that balance.

The 12-month threshold shall not apply in the following circumstances:

- The account has been discharged in bankruptcy court
- The City has been provided with a death certificate showing the debtor is deceased
- The debt cannot be sustained in court due to a refusal of judgment
- The amount owed represents the difference between the amount billed and the amount allowed by Medicare
- Further pursuit of collection is not cost effective

Individual account balances of \$20 or less shall be written-off. The Director of Emergency Services is authorized to approve the write-off of individual accounts up to \$500. The Director of Finance is authorized to approve the write-off of individual accounts up to \$1,000. The City Manager is authorized to approve the write-off of individual accounts up to \$2,000.

The City Attorney is authorized to settle or dismiss any individual account involving legal action when the balance does not exceed \$500. If an account involves legal action and the balance due is in excess of \$500, the City Attorney may submit a recommendation to the City Manager to settle or dismiss the balance if it is less than \$2,000.

The City Council shall approve the write-off or settlement of any individual account in excess of \$2,000.

J. *Write-off of Outstanding Warrants (Municipal Court)*

When a Defendant makes payment arrangements for the fine, costs and fee(s) associated with a traffic offense and fails to make a payment per the payment plan, the Municipal Court shall issue a "Capias Pro Fine Warrant" in the amount of the remaining balance on the payment plan as permitted by the State of Texas. A warrant fee shall be added to each offense in which the payment plan is still outstanding. Relative to the total amount owed, the City may elect to turn any delinquent warrants over to a collection agency for further attempts to collect the past due amount(s). The City shall write-off the total amount due, including capias pro fine warrants, where collection efforts have been exhausted or are no longer feasible or cost effective. All outstanding balances shall be considered for write-off after ten years.

The City shall consider any write-off of uncollected warrants as an accounting entry only and does not release the Defendant from any amount owed to the City. If the amount owed becomes collectible after having been written-off, the amount owed shall be reinstated and payments applied to that balance. The Director of Finance shall review the write-off of outstanding warrants.

K. *Non-Recurring Revenues*

One-time or non-recurring revenues shall not be used to finance current on-going operations. Non-recurring revenue sources, such as a one-time revenue remittance, may only be used to fund non-recurring expenditures, such as capital purchases or capital improvement projects. Non-recurring revenues shall not be used to balance the budget.

## V.

### OPERATING EXPENDITURES

The City shall identify and prioritize services, determine appropriate service levels, and monitor the expenditure of available resources to ensure fiscal stability and the effective and efficient delivery of services.

A. *Current Funding Basis*

The City shall budget and operate on a current funding basis with expenditures budgeted and controlled so as not to exceed projected current revenues and/or planned use of fund balance accumulated through prior year savings. Recurring expenditures shall be funded exclusively with recurring revenues to facilitate operations on a current funding basis. Any use of fund balance for expenditures shall be in accordance with the City's fund balance policy incorporated in this Financial Management Policy.

B. *Maintenance of Capital Assets*

Within the resources available each fiscal year, the City shall maintain capital assets and infrastructure at a sufficient level to protect the City's investment, to minimize future replacement and maintenance costs, and to maintain service levels.

C. *Review of Programs and Services*

Annually, as part the budget process, a schedule of services and/or programs, including a calendar of events for each program, shall be established for the ensuing year. The City shall conduct periodic reviews of programs and services to evaluate demand, efficiency and effectiveness. Privatization and contracting with other governmental agencies or private entities may be considered as alternative approaches to service delivery.

D. *Purchasing*

The City shall conduct its purchasing and procurement activities efficiently and effectively and in compliance with all applicable state laws and City ordinances. The City shall strive to maximize discounts and capitalize on savings through the use of competitive bidding or, when competitive bidding is not required, shall seek to obtain the most favorable terms and pricing.

The City has implemented a procurement card program to provide an efficient and cost effective alternative to the traditional purchasing process for fuel, materials, supplies, and travel. With few exceptions, the limit on an individual procurement card does not exceed \$5,000. The City Manager must approve all requests for and limits on a City procurement card. Use of a procurement card does not replace or override the City's purchasing guidelines or state law. Misuse of a procurement card may be considered misappropriation of City funds and may result in revocation of the card with or without prior notice. The monthly statement of charges shall be reviewed and monitored by the Finance Department. Further, the Finance Department shall annually provide the list of cardholders and associated spending levels to the City Manager for review.

## VI.

### FUND BALANCE/WORKING CAPITAL

The City shall maintain the fund balance and working capital of its operating funds at levels sufficient to protect the City's creditworthiness as well as its financial position during emergencies or economic fluctuations. It is essential that the City maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances.

The City's policy has been updated for GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.

#### A. *Classifications*

Fund equity is generally the difference between a fund's assets and liabilities and is commonly referred to as "fund balance". In accordance with GASB Statement No. 54, fund balance shall be classified based on the following distinctions, which depict the relative strength of the spending constraints placed on the purposes for which the funds may be used. Committed, assigned, and unassigned fund balance shall be considered unrestricted fund balance.

- Nonspendable fund balance includes amounts that are not in a spendable form or are required to be maintained intact. Examples are inventory or permanent funds.
- Restricted fund balance includes amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants and child safety fees.
- Committed fund balance includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. Commitments may be changed or lifted only by the government taking the same formal action that imposed the constraint originally.
- Assigned fund balance comprises amounts *intended* to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.

- Unassigned fund balance is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are available for any purpose.

B. *Restricted Fund Balance*

The City Council shall review all restricted fund balance line items and approve expenditures relating to these categories during the budgeting process. The City shall ensure all expenditures adhere to the requirements of the law and/or City ordinances that restrict these funds.

C. *Committed Fund Balance*

The City Council is the City's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the City Council at a public meeting. The resolution must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to constraint may be determined in the subsequent period.

D. *Assigned Fund Balance*

The City Council may assign fund balance for a specific purpose in relation to this fund balance policy. The City Council may, by resolution, designate authority to the City Manager to assign fund balance to reflect the City's intended use of the funds.

E. *Unassigned Fund Balance*

The City has established a target level of unassigned fund balance to alleviate revenue shortfalls and/or unanticipated expenditures to ensure the orderly and continued provision of services. The City shall strive to maintain an unassigned fund balance in the general fund equal to at least 25% of normal recurring operating costs, based on the current year's budgeted operating expenditures.

If the unassigned fund balance exceeds this target amount, non-recurring expenditures in the following fiscal year may be funded through a drawdown of the balance. The City may elect to transfer any excess unassigned fund balance to the Capital Improvements Fund.

If the unassigned fund balance falls below the target amount, the City shall seek to reduce expenditures prior to increasing revenues in order to replenish the fund balance within a reasonable timeframe not to exceed three years.

F. *Order of Expenditure of Funds*

When multiple categories of fund balance are available for expenditure, the City shall start with the most restricted category of fund balance and spend those funds first before moving down to the next category with available funds.

G. *Working Capital of Enterprise Operating Funds*

In enterprise operating funds, the City shall maintain working capital sufficient to provide reserves for emergencies and revenue shortfalls, specifically in the Utility System. A cash operating reserve shall be established and maintained at a minimum of 25% of the current year's budget appropriation for operating expenses.

H. *Use of Fund Balance or Working Capital*

Fund balance or working capital shall be used only for emergencies, non-recurring expenditures/expenses, or major capital purchases that become necessary but cannot be accommodated through current year revenues. Should such use reduce balances below the established target levels, the City Manager shall provide restoration recommendations that accompany the decision and request to utilize said balances within the guidelines established in this policy.

I. *Governmental Fund Types*

- General Fund – The general fund is the City's primary operating fund and shall be used to account for and report all financial resources not accounted for and reported in another fund. The general fund shall be used to finance the basic operations of the City.
- Debt Service Fund – The debt service fund shall be used to account for and report the accumulation of resources that are restricted, committed, or assigned for payment of principal and interest on the City's general long-term debt.
- Special Revenue Fund – The City shall maintain special revenue funds to account for and report the proceeds of specific revenue sources that are restricted or committed for specified purposes other than debt service or capital projects.
- Capital Project Fund – The City shall maintain capital project funds to account for and report financial resources that are restricted, committed, or assigned for capital outlay (e.g., bond funds).

J. *Proprietary Fund Types*

- Water and Wastewater Fund – The City shall maintain a water and wastewater fund to account for and report the operations of the water and sewer service (utility) operations of the City, including the annual funding of enterprise fund debt service requirements.
- Storm Water Fund – The City shall maintain a storm water fund to account for and report the operations of the City's drainage system in compliance with federal and state regulations. The fund may include a reserve/contingency to cover unexpected regulatory costs.

K. *Fiduciary Fund Types*

- Senior Citizens Trust Fund – The City shall maintain a senior citizens trust fund to account for disbursements made from investment earnings from an initial \$100,000 corpus established as a trust fund to benefit citizens age 55 and older.
- Local Emergency Planning Committee (LEPC) Fund – The City shall maintain, in a custodial capacity, a local emergency planning committee fund to account for proceeds received for community awareness and emergency response programs.

## VII.

### CAPITAL EXPENDITURES AND IMPROVEMENTS

The City shall annually review and monitor the state of the City's capital assets, setting priorities for the addition, replacement and renovation of these assets based on needs, funding alternatives, and availability of resources. This review shall be done during the annual budget process.

#### A *Capitalization Threshold for Tangible Capital Assets*

- Tangible capital items should be capitalized only if they (1) have an estimated useful life of at least two years following the date of acquisition or significantly extend the useful life of the existing asset, (2) cannot be consumed, unduly altered, or materially reduced in value immediately by use, and (3) have a cost of not less than \$5,000 for any individual item.
- The capitalization threshold of \$5,000 will be applied to individual items rather than to a group of similar items. (e.g., desks, chairs, etc.).
- Computer software, regardless of cost, shall not be capitalized.

#### B. *Capital Improvement Plan*

As part of the annual budget process, the City shall prepare a capital improvement plan (CIP) based on the needs for capital improvements and equipment, including replacement and renovation and potential new projects. Annual capital spending needs shall be considered within the scope of the long-range capital improvement plan taking into consideration pay-as-you go, debt requirements, operating costs, etc.

Capital expenditures are generally defined as those to purchase and/or construct land, buildings, improvements other than buildings, and infrastructure, including roads, sidewalks, bridges, utility lines, etc., in order to provide services over a considerable period of time. Capital costs typically consist of preliminary and final engineering and design and construction, but may also include the acquisition of land or easements. For each project identified in the plan, a project scope and justification shall be provided for review and consideration and shall include cost estimates, funding sources, and projected annual operation and maintenance costs. Capital projects shall become part of the City's asset inventory.

The Capital Improvement Plan shall be reviewed along with the annual budget. Appropriations are for the life of the capital project. At fiscal year-end, projects shall be reviewed and if complete, shall be closed. Following completion of a project, any remaining funds shall be re-appropriated as part of the next year's capital budget. Funds remaining from bond proceeds may only be used in accordance with the legal use of those funds.

C. *Infrastructure Evaluation and Replacement/Rehabilitation*

Water, wastewater, drainage, street lighting, streets and sidewalks, municipal facilities, and other infrastructure are fundamental and essential for public health and safety, environmental protections, and the economic well-being of the City. The City's CIP shall be focused on ensuring that infrastructure is replaced as needed to protect the City's investment, to minimize future replacement and maintenance costs, to maintain existing levels of service, and to accommodate growth.

Infrastructure will be replaced, if feasible, at the end of its useable service life. If upgrades are warranted to meet current design standards, a cost/benefit analysis shall be done and presented to City Council for review and consideration.

D. *Capital Expenditure Financing*

The City utilizes several basic methods of financing its capital needs: pay-as-you-go from current revenues, fund balance/working capital, and debt. Capital projects shall not commence prior to the necessary funds being appropriated.

When cash funding is available, the City may elect to pay for all or part of its capital improvements from the appropriate fund rather than through the issuance of debt. The anticipated benefit of pay-as-you-go financing is a reduced or minimized impact on the property tax rate and utility rates. The use of pay-as-you-go financing may not reduce fund balance below target levels.

Debt financing may include general obligation bonds, revenue bonds, certificates of obligation, lease/purchase agreements, and other obligations permitted by state law. Capital improvement projects may not be debt-financed for periods longer than the projected useful life of the project or improvement.

E. *Monitoring*

In order to track the existence, condition, and retirement or disposal of capital assets, the Finance Department shall utilize various methods to monitor the City's capital assets. A capital asset listing shall be sent to each department head for review near the end of each fiscal year in order to determine if the asset is still in service, impaired or obsolete. The Finance Department shall perform a periodic review of capital assets to verify the asset is still functional and in use. At least every two years, the City shall complete a physical inventory of capital assets and a reconciliation to the capital asset listing. Capital asset records shall be retained by the Finance Department in accordance with the City's records retention schedule.

F. *Reporting*

A summary and status report on capital projects and expenditures shall be included in the quarterly financial report presented to City Council.

## VIII.

### DEBT

The City shall establish guidelines for debt financing to provide needed land, long-term capital additions, and infrastructure improvements while minimizing the impact of debt payments on current and future revenues.

#### A. *Use of Debt Financing*

Debt financing, including general obligation bonds, revenue bonds, certificates of obligation, lease/purchase agreements, and other obligations permitted by state law, shall only be used to purchase capital assets that cannot be acquired from current revenues or fund balance/working capital. Debt financing may be used to fund infrastructure improvements and additions.

#### B. *Debt Financing*

The City shall not assume more tax-supported general purpose debt than it retires each year without conducting an objective analysis regarding the City's ability to assume and support additional debt service. This analysis shall include an examination of the costs and benefits of the proposed capital spending and the anticipated impact on the property tax rate. The decision to issue new debt shall be based on this analysis, a review of the current and projected conditions of the municipal bond market, and the City's ability to service the new debt.

General Obligation Bonds require voter approval and shall be issued to accomplish projects identified in the bond referendum. General Obligation Bonds shall be used to fund capital assets of the City and shall not be used to fund current operating expenditures.

Certificates of Obligation may be issued without voter approval to finance any public works project or capital improvement, as permitted by state law. The City may issue Certificates of Obligation in the event it is more economical than issuing Revenue Bonds.

Revenue Bonds are secured by the revenues of an enterprise fund and require adequate projected revenues to cover anticipated future payments over the life of the bonds. If the City determines it is feasible to issue Revenue Bonds, it may also be necessary to make adjustments to the City's utility rate structure to maintain required coverage. Coverage requirements, and the need for and level of reserve funds to provide additional security in support of the bonds, are subject to rating agency review and market standards.

C. *Debt Structure*

The term of any debt issuance may not exceed the useful life of the asset funded by the debt. Relative to the issuance of revenue bonds, the term of the debt shall also be consistent with the revenue-generating capacity of the asset. The maximum term of any debt issue shall not exceed 40 years.

The structure of any debt issuance shall be designed to achieve the best possible results for the City given current market conditions, etc. Consideration shall be given to the term, amortization schedule, interest rates, yield, pricing and call provisions.

To achieve a more favorable interest rate, the City shall strive to issue bonds in amounts such that the issue is bank qualified. However, if the City needs to issue debt that is non-bank qualified, the fact that the issue is so designated will not be a consideration if all other factors support the issuance.

D. *Debt Refunding*

The City's financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. The City may issue an advance refunding if the difference between when the new bonds are issued and the outstanding bonds being refunded are called or paid at maturity is greater than 90-days. If that difference is less than 90-days, the City may issue a current refunding. Pursuant to federal tax law, the City may advance refund bonds only once on a tax-exempt basis. There is no limit on the number of times the City may current refund bonds.

As a general rule, the net present value savings of an advance refunding should exceed three percent (3%) of the refunded maturities (including cost of issuance), unless, a debt restructuring is necessary.

E. *Bond Elections*

General obligation bond elections shall be determined and set by the City Council based upon recommendations of the City's financial advisers, bond counsel, and underwriters. An analysis showing the impact of the new debt on the City's tax rate and total debt capacity will be included with each proposal to issue new general obligation bonds.

F. *Method of Sale*

The City shall use a competitive bidding process for the sale of debt unless the nature of the issue warrants a negotiated sale. The City may utilize a negotiated sale when the debt issuance is, or contains, a refinancing that is dependent on market timing.

G. *Underwriting Syndicates*

As part of the debt issuance process, the City shall partner with qualified and experienced firms. The City shall be actively involved in the debt issuance process and shall work with the financial advisor, bond counsel, and underwriter(s) to develop and recommend the most appropriate debt financing to meet the City's needs. For any given bond issue, the City may elect to work with a single underwriter or with an underwriting syndicate, which includes several firms and a designated lead underwriter.

H. *Rating Agency Presentations*

Full disclosure of operations and open lines of communication shall be maintained with the rating agencies. The City shall work with the financial advisor to prepare the necessary materials and presentation to the rating agencies. Credit ratings will be sought from one or more of the nationally recognized municipal bond rating agencies, currently Moody's Investor Service, Standard & Poor's Ratings Services, and Fitch Ratings, based on the recommendation of the financial advisor.

I. *Bond Ratings*

The City shall prudently manage the general and enterprise funds in order to maintain or improve the City's bond rating.

J. *Lease/Purchase Agreements*

The City may consider lease/purchase agreements for short-term financing needs when it is the most cost-effective option.

K. *Interest Earnings on Debt Proceeds*

Interest earnings on debt proceeds in the general fund shall be transferred to the debt service fund. Interest earnings on water and wastewater debt proceeds shall remain in the enterprise fund.

L. *Continuing Financial Disclosure*

The City shall comply with all requirements for continuing financial disclosure prescribed by state and federal regulations and City bond ordinances. In order to meet these requirements, the City must annually provide certain updated financial information and operating data to the Municipal Securities Rulemaking Board.

In compliance with SEC Rule 15c2-12, the City is obligated to provide (1) certain updated financial information and operating data annually, and (2) timely notice of specified material events, to the Municipal Securities Rulemaking Board (MSRB) in an electronic format as prescribed by MSRB. This information is available free of charge via the Electronic Municipal Market Access (EMMA) system at [www.emma.msrb.org](http://www.emma.msrb.org).

The information to be provided includes quantitative financial information and operating data as well as audited financial statements. This financial disclosure must be filed by March 31 of each year.

A material event notice must be filed within ten business days of the occurrence of any of the following:

- Principal and interest payment delinquencies
- Non-payment related defaults associated with outstanding bonds, if material
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers, or their failure to perform
- Adverse tax opinions affecting the tax-exempt status of the City's bonds
- Modifications to the rights of bondholders, if material
- Bond calls, if material, and tender offers
- Defeasances
- Release, substitution, or sale of property securing repayment of the City's bonds, if material
- Changes to the City's credit ratings
- Bankruptcy, insolvency, receivership or similar event of the City
- Merger, consolidation or acquisition involving the City, including the sale of all, or substantially all, City assets
- Appointment of a successor Paying Agent/Registrar or, if material, a change in the name of the Paying Agent/Registrar

M. *Post-Issuance Compliance*

The City has adopted a separate post-issuance compliance policy and procedures to address the requirements of the Tax Code relative to its debt issuances. These requirements include restrictions on the use of proceeds, arbitrage yield restrictions, and the arbitrage rebate requirement. In general, these requirements are applicable throughout the period the debt issuance remains outstanding.

## IX.

### CASH MANAGEMENT AND INVESTMENTS

The City shall invest idle operating cash in such a manner so as to ensure the absolute safety of principal, to meet the liquidity needs of the City, and to achieve the highest possible yield in accordance with state statutes and the City's Investment Policy.

#### A. *Investment Management*

- All aspects of cash and investment management shall be designed to first ensure the safety of the City's financial assets.
- Cash and investment management activities shall be conducted in full compliance with prevailing state statutes and the City's Investment Policy.
- The City shall only do business with financial institutions and broker/dealers approved by City Council and who have executed a written certification of their review and understanding of the City's Investment Policy.
- The City shall design and establish policies relative to a variety of cash and investment management issues as set forth in the City's Investment Policy.
- Investments of City funds shall be made with the exercise of judgment and care which persons of prudence, discretion, and intelligence exercise in the management of their own affairs. Safety of the investment principal and liquidity needs of the City must be taken into account before yield may become a consideration in the investment process. Speculative investments are prohibited.

#### B. *Investment Strategy*

The City shall implement an investment strategy to achieve safety of principal, to maintain adequate liquidity to meet operating requirements, and to achieve a reasonable yield commensurate with the preservation of principal and liquidity. The City shall seek to diversify the investment portfolio in terms of investment type and maturity.

#### C. *Interest Income*

The City consolidates funds for investment. Interest earned from investments shall be allocated to the funds from which the funds were provided.

D. *Arbitrage Investments and Reporting*

The investment of bond proceeds shall be made in accordance with the same priority order of safety, liquidity, and yield. Bond proceeds shall be invested in separate instruments or accounts and not commingled with other investment purchases. Arbitrage rebate calculations shall be done for each bond issue, as required, and funds shall be set aside for any positive arbitrage. Arbitrage shall be rebated to the federal government when due.

E. *Collateralization of Deposits*

Pledged collateral on the City's deposits shall be held at an independent third-party institution and evidenced by a written receipt. The type and amount of collateral shall comply with the City's Investment Policy. Currently, all deposits shall be collateralized at a minimum level of 102 percent of par value. Substitutions of collateral shall comply with the City's Investment Policy. Collateral shall not be released until the replacement collateral has been received into the City's account.

F. *Finance Committee*

The City has established a Finance Committee consisting of mayoral appointments from City Council. The members shall be appointed/re-appointed to the committee annually. The City Manager, Assistant City Manager, and Director of Finance shall also serve on the committee. The committee shall meet quarterly for an update on the City's financial statements and investments. Further, the committee shall meet to review the results of the annual audit and at any other time it may be necessary to report on an internal audit or other external audit authorized by City Council.

G. *Reporting*

A quarterly investment report shall be prepared and presented to City Council in accordance with state law and the City's Investment Policy.

## X.

# GRANTS

The City shall seek, apply for, and effectively administer federal, state, and local grants, which support the City's current and future priorities and policy objectives.

### A. *Grant Guidelines*

The City shall seek and apply for all appropriate grants consistent with the objectives and priority needs identified by the City or City Council. The City shall recover indirect costs to the maximum amount permitted by the grant. The City may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant. Grant funding may be considered to leverage City funds; however, inconsistent and/or fluctuating grants should not be relied upon to fund ongoing programs. The potential to incur ongoing costs shall be considered prior to applying for a grant.

### B. *Grant Review & Approval*

All grant submittals shall be reviewed for their cash match requirements, their potential impact on the operating budget, and the extent to which they meet the City's goals and policy objectives. If there is a cash match requirement, the source of funding for the matching funds shall be identified prior to submitting the grant application. All grant submittals shall also be reviewed for any "in-kind" grant match being considered in-lieu-of a cash match. Since an "in-kind" match requires the use of force account labor, the requesting department shall confirm this will not negatively impact existing service levels.

All grant submissions must include an explanation of the need for the grant, the terms of the grant, including reporting requirements, and an analysis of the ongoing maintenance and operations costs that will be incurred by the City upon acceptance of the grant. The department shall designate a Grant Administrator for each grant. The Grant Administrator shall coordinate all grant submissions with the Assistant City Manager prior to consideration by the City Manager. Once a grant is approved, the Grant Administrator shall establish and maintain a shared folder accessible by the Assistant City Manager and the Director of Finance. A new subfolder shall be added for each approved grant submission and shall include a copy of the grant application and all-grant related correspondence, documentation, and reports.

The City Manager shall approve all grant submissions. The City Council must approve all grant applications. If a department has a narrow window to pursue a grant opportunity less than \$25,000 (e.g., grant funds unexpectedly become available on a compressed timeline), the grant application may be ratified at the City Council meeting immediately following the submission of the grant application.

If the grant opportunity is identified during the budget process, it shall be included in the appropriate revenue and expenditure accounts. If the grant is accepted after completion of the budget process, the department applying for the grant funding shall work with the Finance Department to prepare the associated budget amendment.

C. *Grant Administration*

The Grant Administrator shall provide a copy of the approved grant submission (via email or hard copy) to the Assistant City Manager and the Director of Finance. Once a grant agreement is signed, the Grant Administrator shall provide a copy of the executed agreement to the City Secretary. The Grant Administrator shall then initiate a meeting with the Assistant City Manager, the Director of Finance, and any other department members participating in the grant funded program/expenditure. At that meeting, the roles and responsibilities related to the administration of and reporting for the grant shall be established and the appropriate fund and account number(s) shall be assigned.

D. *Grant Management*

The Grant Administrator shall be responsible for all operational aspects of grant management and shall maintain detailed records to ensure maximum reimbursement of grant funds and full compliance with the grant requirements and the Single Audit Act. The Grant Administrator shall notify the Assistant City Manager and the Director of Finance when any correspondence, documentation, or reports have been added to the shared folder for the specific grant.

The expenditure of grant funds shall follow all applicable City policies and procedures, including purchasing and bid policies. The Grant Administrator shall verify that any vendors selected for the grant funded program/expenditure are not debarred or excluded from providing goods and services under state or federal award programs. The list of vendors debarred from doing business with the State of Texas is available at the website of the Texas Comptroller of Public Accounts (Debarred Vendor List) at: [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/). The Grant Administrator shall utilize the Official U.S. Government System for Award Management (SAM) to verify that a potential vendor/contractor has not been excluded or debarred before contracting with that vendor on a federally funded grant. SAM contains an electronic roster of debarred companies excluded from Federal Procurement and non-procurement programs throughout the U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. Instructions on how to access SAM may be found at: <http://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>.

E. *Grant Termination and/or Reduced Grant Funding*

In the event of reduced grant funding, City resources shall be substituted only after all program priorities and alternatives have been considered during the budget process, unless the City is obligated, through the terms of the grant, to maintain the program or associated positions.

The City shall terminate grant-funded programs and associated positions when grant funds are no longer available and it is determined that the program no longer supports City goals and policy objectives or is no longer in the best interest of the City. The City shall complete any outstanding obligations following the termination of any grant funding.

F. *Reporting*

While individual departments are responsible for grant applications and program administration and reporting, it is necessary to prepare and maintain an annual report of expenditures related to all outstanding grants. To accommodate the annual audit requirements, the Finance Department shall prepare an annual report on the status of all outstanding grants. Prior to its finalization, a draft of the report shall be reviewed and discussed at a director's (staff) meeting. To accommodate this reporting requirement, the Finance Department shall reference the following:

- Copy of signed grant application/agreement;
- Copy of check vouchers and invoices for all expenditures funded by the grant;
- Copy of any program reports submitted to the granting authority;
- Copy of any correspondence related to the grant;
- Copy of any other pertinent information related to the grant.

The Finance Department prepares a quarterly financial report, which is available to any department required to furnish a periodic or interim financial report to the granting authority. Each individual department shall be responsible for program administration and related program reporting. Copies of all program reports shall be added to the shared folder for the specific grant. These reports shall be made available as documentation for the annual grant report provided to the auditors.

## XI.

### Intergovernmental Relations

The City shall coordinate efforts with other governmental agencies to achieve common policy objectives, share the cost of providing government services on an equitable basis, and support favorable legislation at the state and federal levels.

A. *Interlocal Cooperation in Delivery of Services*

In order to promote the efficient and effective delivery of services, the City shall actively seek to work with other local jurisdictions to share, on an equitable basis, the costs of services, to share facilities, and to develop joint programs to improve service to its citizens.

B. *Legislative Program*

The City shall cooperate with other jurisdictions to actively oppose any state or federal regulation or proposal that mandates additional City programs or services but does not provide the funding to implement them.

## XII.

### Internal Controls

The City shall establish and maintain a system of internal controls designed to safeguard City assets, ensure the accuracy and reliability of accounting and financial records, promote operational efficiency, and adhere to prescribed policies in compliance with federal and state regulations and City ordinances and policies.

A. *Segregation of Duties*

The City shall strive to maintain appropriate segregation of duties in the conduct of City business in order to reduce the opportunities for any person to perpetrate and conceal errors or irregularities in the normal course of assigned duties.

B. *Training*

The City shall ensure that all employees responsible for cash handling and/or financial transactions are familiar with and understand the applicable City policies and procedures associated with these responsibilities. Employees shall be properly trained and supervised in the exercise of these duties.

C. *Fiscal Authority*

The City shall implement appropriate levels of fiscal authority and shall design, implement, and maintain procedures to ensure financial transactions and activities are properly reviewed and authorized.

D. *Signature of Checks*

All City checks shall require up to three signatures. Three persons shall be authorized to sign checks: the Mayor, City Manager, and Director of Finance. The Mayor Pro-Tem and the Assistant City Manager are authorized to sign in place of the Mayor and City Manager, respectively. The Accounting Supervisor is authorized to sign in place of the Director of Finance. The signatures of the Mayor, City Manager and Director of Finance shall be affixed on all City checks up to \$1,000 via facsimile signature. Checks in the amount of \$1,000 and greater but less than \$5,000 shall include the facsimile signature of the City Manager and the Director of Finance and the manual signature of the Mayor. All checks in the amount of \$5,000 and over will be manually signed by all three authorized check signers.

E. *Electronic Payment Vouchers*

The City may have occasion to make vendor payments electronically. Three persons shall be authorized to sign electronic payment vouchers: the Mayor, City Manager, and Director of Finance. The Mayor Pro-Tem and the Assistant City Manager are authorized to sign in place of the Mayor and City Manager, respectively. The signatures of the City Manager and Director of Finance shall be affixed on all electronic payment vouchers up to \$1,000. The Mayor shall also sign all electronic payment vouchers over \$1,000 in accordance with the City Charter.

F. *Bank Reconciliations*

The Director of Finance shall receive and initial the monthly bank statements. The completed bank reconciliations shall be reviewed by the Accounting Supervisor. The Director of Finance shall then perform a final review using the on-line banking system to check for unusual activity and to ensure there were no modifications made to the banking activity.

To mitigate the City's exposure to the inherent risks of limited segregation of duties, the employee who completes the bank reconciliations shall not handle cash or post related cash or adjusting entries.

G. *Recordkeeping*

The City shall design, implement, and maintain procedures to ensure financial transactions and events are properly recorded such that all financial reports are current, accurate, and up-to-date. The Director of Finance shall review and approve (sign) all journal entries prepared by the Accounting Supervisor as well as any journal entries that include individual amounts over \$50,000, the activities of which have not been subject to prior review or approval.

H. *Safeguarding Assets and Financial Records*

The City shall design, implement, and maintain procedures to ensure appropriate and adequate safeguards exist over the access to and use of financial assets and records. These measures shall be designed to protect the City's assets from unauthorized access, fraud or theft.

I. *Internal Audits*

The City shall conduct internal audits to ensure compliance with established procedures and proper valuation of recorded amounts. During the year, the Finance Department shall conduct at least one surprise audit of each petty and working cash fund.

J. *Annual Review*

The City shall conduct an annual review of the system of internal controls and shall make any appropriate changes or modifications to improve the controls.



## Legislation Details (With Text)

**File #:** RES 16-271    **Version:** 1    **Name:**

**Type:** Resolution    **Status:** Agenda Ready

**File created:** 8/2/2016    **In control:** City Council

**On agenda:** 9/6/2016    **Final action:**

**Title:** Consideration of and action on a resolution by the City Council of the City of Deer Park, Texas, authorizing the publication of Notice of Intention to Issue Certificates of Obligation; approving the preparation of the Preliminary Official Statement; and approving other matters incidental thereto.

**Sponsors:** City Manager's Office

**Indexes:**

**Code sections:**

**Attachments:** [2016-A CO - NOI Resolution 9.6.16](#)

Date	Ver.	Action By	Action	Result
9/6/2016	1	City Council		

Consideration of and action on a resolution by the City Council of the City of Deer Park, Texas, authorizing the publication of Notice of Intention to Issue Certificates of Obligation; approving the preparation of the Preliminary Official Statement; and approving other matters incidental thereto.

Summary: As proposed in the FY 2016-2017 budget, the City intends to issue certificates of obligation for the 6th year of the 10-year Water and Sewer Capital Improvements Plan. The maximum aggregate principal amount is not to exceed \$7,500,000. Proceeds from these certificates are planned for renovations to the City's wastewater treatment plant, force main and gravity flow manhole reconstruction, and sewer and water lines. The related professional services for these projects and the costs of issuance will also be funded from the proceeds of the certificates.

The City's Financial Advisor, John Robuck, from BOK Financial Services, Inc., and the City's Bond Counsel, Jonathan Frels, from Bracewell LLP, will be in attendance at the meeting to present a tentative schedule of events and to answer any questions related to this planned issuance.

Attached is a proposed 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.

Fiscal/Budgetary Impact: Payment of the debt service and issuance costs related to these certificates will be funded by water and sewer revenues.

Approve the resolution authorizing the publication of Notice of Intention to Issue Certificates of Obligation; approve the preparation of the Preliminary Official Statement; and approve other matters incidental thereto.

RESOLUTION NO. 2016-\_\_\_\_

A RESOLUTION BY 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 THE PRELIMINARY OFFICIAL STATEMENT; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

THE STATE OF TEXAS       §  
COUNTY OF HARRIS       §  
CITY OF DEER PARK       §

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; and

WHEREAS, the City desires to approve the preparation of a preliminary official statement (the “Preliminary Official Statement”) in anticipation of its issuance of the Certificates; and

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and 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 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 and made a part hereof for all purposes.

Section 2. The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, 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 which is of general circulation in the City, the date of the first publication to be at least thirty-one (31) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. The City hereby authorizes the preparation and distribution of a Preliminary Official Statement relating to the Certificates and authorizes the City Manager or Assistant City Manager to deem “final” such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 5. The City's financial advisor, BOK Financial Securities, Inc., and bond counsel, Bracewell LLP, are authorized and directed to proceed with the necessary arrangements for the sale of the Certificates in accordance with the aforesaid Preliminary Official Statement.

Section 6. Mayor, City Manager, Assistant City Manager, Director of Finance, 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 7. This resolution shall take effect immediately upon its passage.

Section 8. The notice and agenda relating to this meeting and heretofore posted by the City Secretary, and the posting thereof, are hereby authorized, approved, and ratified.

[Execution Page to Follow]

PASSED AND APPROVED on this the 6<sup>th</sup> day of September, 2016.

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City Secretary  
City of Deer Park, Texas

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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 18<sup>th</sup> day of October, 2016, 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, in the maximum aggregate principal amount not to exceed \$7,500,000, 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 now or hereafter 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 of obligation, and maturing over a period not to exceed forty 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 (i) the repair and renovation of, the construction of improvements to and the equipment of the City's water and sewer system, and (ii) the cost of professional services incurred in connection therewith.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 6<sup>th</sup> day of September, 2016.

Sandra Watkins  
City Secretary  
City of Deer Park, Texas

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 6<sup>th</sup> day of September, 2016, 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
Thane Harrison	Council Member, Position 2
Tommy Ginn	Council Member, Position 3
Bill Patterson	Council Member, Position 4
Ron Martin	Council Member, Position 5
Rae A. Sinor	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. 2016-\_\_\_\_

A RESOLUTION BY 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 THE PRELIMINARY OFFICIAL STATEMENT; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

was duly introduced for the consideration of said City Council and read in full. 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:

AYES: \_\_\_\_\_ Members shown present voted "Aye."

NOES: \_\_\_\_\_ Members shown present voted "No."

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 6<sup>th</sup> day of September, 2016.

[SEAL]

---

City Secretary  
City of Deer Park, Texas



## Legislation Details (With Text)

**File #:** ORD 16-086    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 8/18/2016    **In control:** City Council  
**On agenda:** 9/6/2016    **Final action:**  
**Title:** Consideration of and action on an ordinance approving a Chapter 380 Economic Development Program Agreement with Cencor Acquisition Company, Inc.  
**Sponsors:** City Manager's Office  
**Indexes:**  
**Code sections:**  
**Attachments:** [Deer Park - Ord - Approving Chapter 380 Agreement with Cencor 2016 - jlm rev clean - 081816](#)  
[Exhibit A - Deer Park - Chapter 380 Agreement - jlm rev clean - 081616](#)

Date	Ver.	Action By	Action	Result
9/6/2016	1	City Council		

Consideration of and action on an ordinance approving a Chapter 380 Economic Development Program Agreement with Cencor Acquisition Company, Inc.

### Summary:

The City has worked with Cencor Acquisition Company, Inc., to propose a Chapter 380 Economic Development Program agreement under which Cencor would develop a retail development project at the northwest corner of Spencer Highway at East Boulevard. The project (Junction at Deer Park) is located on the site which currently includes a HEB retail grocery store and is proposed to include additional mixed used/retail space and/or restaurants. It is anticipated that the project will generate a substantial number of jobs, increase the tax base, both in ad valorem (property) taxes and sales taxes, and encourage economic development in the City.

Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code provides authority for cities to establish a Chapter 380 economic development program under which a city may make grants of public funds for the public purposes of promoting local economic development and stimulating business and commercial activity and job creation within the City.

The City Council established a Chapter 380 economic development program on March 22, 2011, by approval of Resolution No. 2011-08. Additionally, an action plan included in the City's Strategic Plan report on September 29, 2014 was to "work with owners/developers of the planned retail center at East Blvd. and Spencer Highway to develop a 380 agreement."

This development is projected to generate significant property tax value and revenues for the City and sales and use taxes for the City, CCPD, FCPEMSD, and Community Development Corporation (TYPE B). Based on the developer's anticipated construction schedule, the developer's financial advisor estimates that over a 15 year period the projected increased revenues for the aforementioned entities are as follows:

### Revenue Projection Summary (15 year Period: 2017-2031)

\$19,807,471    City General Fund 1% Sales Tax Revenue

<u>4,175,315</u>	plus: City Ad Valorem Tax Revenue
23,982,786	Total City 1% Sales Tax + Ad Valorem Revenue
9,903,735	Plus: Dedicated Type B Sales Tax Revenue
4,951,868	Plus: Dedicated CCPD Sales Tax Revenue
<u>4,951,868</u>	Plus: Dedicated FCPEMSD Sales Tax revenue
43,790,257	Total City and Special District Revenue
<u>(4,640,750)</u>	Less: 380 agreement maximum reimbursement amount
\$39,149,507	Net City, Special District and CDC Revenue

Some of the key provisions of this Chapter 380 economic development proposal include:

- The developer would make public infrastructure improvements consisting of design and construction of water, sanitary sewer, traffic and roadway improvements to support the Project. The estimated cost of the improvements is \$4,175,750.
- This development project is expected to create and retain a substantial number of jobs.
- The City would agree to make 380 Program Grant Payment payments to the developer solely from the Property Tax Increment Revenues and sales and use taxes generated of this project. The payments are contingent upon the public infrastructure payments improvements being made, the specified number of jobs being created, and the increased property and sales taxes being generated. The Maximum Reimbursement Amount is \$4,670,750 (which a maximum of \$4,175,750 for public infrastructure + \$465,000 for job creation/retention).
- A condition precedent to the provision of any 380 Program Grant Payment by the City to the developer requires the creation of a minimum of six (6) separate businesses operating on the Project.
- The term of the agreement would be from the effective date until the sooner of September 30, 2032, or payment of the Maximum Reimbursement Amount, unless terminated sooner under the provisions of the agreement.

Representatives of the developer attended the August 16, 2016 Council Workshop and made a presentation.

The proposed ordinance approving the Chapter 380 agreement is attached.

#### Fiscal/Budgetary Impact:

It is projected by the developer's financial adviser that over a 15 year period the estimated total revenues to the City, CCPD, FCPEMSD, and CDC would be approximately \$43,790,257. The developer's financial adviser projects that net revenues over this period, after the \$4,670,750 maximum reimbursement amount from the City under the 380 agreement, would be approximately \$39,149,507.

Approve the ordinance.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEER PARK,  
TEXAS, APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT  
PROGRAM AGREEMENT WITH CENCOR ACQUISITION COMPANY, INC;  
AND DECLARING AN EMERGENCY.**

**WHEREAS**, Cencor Acquisition Company, Inc. (hereinafter referred to as “Cencor”) proposes to develop a site located at the corner of Spencer Highway at East Boulevard as a retail development that currently includes a retail grocery store and will include additional mixed used/retail space and/or restaurants; and

**WHEREAS**, it is anticipated that the development project will result in additional jobs, increase the tax base, both property taxes and sales taxes, and encourage economic development to the City of Deer Park, Texas (hereinafter referred to as the “City”); and

**WHEREAS**, the City recognizes the positive economic impact that the development project will bring to the City through: diversification of the economy, reduction of unemployment and underemployment through the attraction of new businesses, development of improved real property enhancements, increases to sales tax collections, and creation of additional ad valorem tax revenues generated by the Project for the City. The City recognizes that without the development of the Property, the City would not receive these benefits; and

**WHEREAS**, the City has previously approved a resolution establishing a Chapter 380 Economic Development Program to, administer programs that further the public purposes of development and diversification of the City's economy, the elimination of unemployment and/or underemployment in the City, and the development and expansion of commerce in the City; and

**WHEREAS**, in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code (hereinafter referred to as “Chapter 380”), the City has the authority to establish a program to make grants of public funds for the public purposes of promoting local economic development and stimulating business and commercial activity and job creation within the City; and

**WHEREAS**, the City will use available revenues derived from increases in sales and property taxes generated from the Project, to provide the 380 Grant through a performance reimbursement to the Developer, as provided in this Agreement; and

**WHEREAS**, City has determined that granting economic development program incentives in accordance with this Agreement, a copy of which is attached hereto as ***Exhibit A***, will further the objectives of City, will benefit City and the City’s inhabitants, will promote local economic development, and retain employment, business and commercial activity in the City; and

**WHEREAS**, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Deer Park, Texas, and, as such, meets the

requisites under Chapter 380 of the Texas Local Government Code, and further is in the best interests of the City and Cencor; and

**WHEREAS**, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Deer Park, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the state, by eliminating unemployment or underemployment in the state, and by the development or expansion of commerce within the state.

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

**Section 1.** The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**Section 2.** That the proposed Chapter 380 Economic Development Program Agreement with Cencor Acquisition Company, Inc., a copy of which is attached hereto as ***Exhibit A***, is hereby accepted and approved.

**Section 3.** That the Mayor is hereby authorized to execute the Chapter 380 Economic Development Program Agreement with Cencor Acquisition Company, Inc., attached hereto as ***Exhibit A***.

**Section 4.** 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.

**Section 5.** The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, in that it is necessary to approve the Chapter 380 Economic Development Program Agreement with Cencor Acquisition Company, Inc., so that new business and jobs may be attracted to the City of Deer Park, raising additional revenue for the City, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction; and, accordingly such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

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 \_\_\_\_\_, 2016, **by a vote of** **“Ayes” and “Noes”**.

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

**ATTEST:**

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City Secretary

**APPROVED:**

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City Attorney

***Exhibit A***

## **Exhibit A**

### **CITY OF DEER PARK, TEXAS AND CENCOR ACQUISITION COMPANY, INC.,**

#### **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (hereinafter referred to as the "Effective Date"), between the City of Deer Park, Texas, a Texas home-rule municipality (hereinafter referred to as "City"), and Cencor Acquisition Company, Inc., a Texas corporation (hereinafter referred to as "Developer").

#### **RECITALS**

**WHEREAS**, Developer owns or has an option to acquire certain property in the City located at the corner of Spencer Highway at East Boulevard. The Property is reflected on the site plan attached hereto as *Exhibit A* (hereinafter referred to as the "Property"); and

**WHEREAS**, Developer proposes to develop the site as a retail development that currently includes a retail grocery store and will include additional mixed used/retail space and/or restaurants (hereinafter referred to as the "Project"); and

**WHEREAS**, it is anticipated that the Project will result in additional jobs, increase the tax base, both property taxes and sales taxes, and encourage economic development to the City; and

**WHEREAS**, the City recognizes the positive economic impact that the Project will bring to the City through: diversification of the economy, reduction of unemployment and underemployment through the attraction of new businesses, development of improved real property enhancements, increases to sales tax collections, and creation of additional ad valorem tax revenues generated by the Project for the City. The City recognizes that without the development of the Property, the City would not receive these benefits; and

**WHEREAS**, in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Chapter 380"), the City has the authority to establish a program to make grants of public funds for the public purposes of promoting local economic development and stimulating business and commercial activity and job creation within the City; and

**WHEREAS**, to ensure that the benefits the City provides under this Agreement are utilized in a manner consistent with Article III, Section 52-a of the Texas Constitution, Chapter 380, and other laws, the Developer has agreed to comply with certain conditions for receiving those benefits, as herein provided; and

**WHEREAS**, in consideration of the design and construction of the Project and Improvements by the Developer, which will bring additional sales and property tax revenues to the City and additional jobs resulting from the construction and development, the City desires to make a grant to the Developer in an amount not to exceed the new incremental sales and property tax revenues, as provided in this Agreement, for a portion of the costs associated with the Project pursuant to Chapter 380 (hereinafter referred to as the "Program Grant ") as an economic incentive for the Developer to develop and construct the Project; and

**WHEREAS**, Developer has agreed to pay or cause to be paid all costs and related expenses of design, financing and construction necessary to proceed with the Project; and Developer shall participate in the construction of certain Improvements, as described in *Exhibit B* of this Agreement; and

**WHEREAS**, the parties to this Agreement desire to enter into an agreement to set forth the terms and conditions by which the Project can be accomplished; and

**WHEREAS**, the City will use available revenues derived from increases in sales and property taxes generated from the Project, to provide the 380 Grant through a performance reimbursement to the Developer, as provided in this Agreement; and

**WHEREAS**, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Deer Park, Texas, and, as such, meets the requisites under Chapter 380, and further, is in the best interests of the City and Developer; and

**WHEREAS**, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Deer Park, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the state, by eliminating unemployment or underemployment in the state, and by the development or expansion of commerce within the state, and is a governmental function of the City of Deer Park, Texas.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

## SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

## SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, and shall continue thereafter until the sooner of **September 30, 2032**, or payment of the Maximum Reimbursement Amount, unless terminated sooner under the provisions hereof. Any Program Grant Payment due Developer for the year 2032 shall survive the Term of this Agreement.

## SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Agreement.** The word “Agreement” means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (b) **City.** The word “City” means the City of Deer Park, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 710 E. San Augustine, P.O. Box 700, Deer Park, Texas 77536-0700.
- (c) **Developer.** The word “Developer” means Cencor Acquisition Company, Inc., a Texas corporation, whose address for the purposes of this Agreement is 1800 Bering, Suite 550, Houston, Texas 77057.
- (d) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the City.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (f) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job or jobs requiring a combined minimum of Two Thousand (2,000) hours of work averaged over a twelve (12) month period

(approximately forty (40) hours per week).

- (g) **Improvements.** The word “Improvements” means the construction by the Developer of water and sanitary sewer facilities to support the Project, and traffic and roadway improvements to support the Project, as further described in *Exhibit B* of this Agreement.
- (h) **Maximum Reimbursement Amount.** The words “Maximum Reimbursement Amount” means the lesser of actual cost for Improvements plus Four Hundred Sixty-Five Thousand and No/100 Dollars (\$465,000.00) for Job Creation and Retention or **Four Million Six Hundred Forty Thousand Seven Hundred Fifty and No/100 Dollars (\$4,640,750.00).**
- (i) **Program Grant or Program Grant Payment.** The words “Program Grant” or “Program Grant Payment” mean the economic development grants paid by the City to Developer in accordance with this Agreement. The Program Grant Payment derived from sales and use tax collections shall be confirmed by the Area Report provided by the State Comptroller to the City for the Property. The aggregate total of all Program Grant Payments shall not exceed the Maximum Reimbursement Amount. A condition precedent to the provision of any Program Grant Payment by City to Developer pursuant to Section 5(a)(1) (sales and use tax reimbursement), Section 5(a)(2) (property tax increment reimbursement), and Section 5(a)(3) (job creation and retention reimbursement) requires the creation of a minimum of six (6) separate businesses operating on the Project.
- (j) **Project.** The word “Project” means the approximately 83,000 square feet of retail grocery store space, which will include an approximately 300,000 square feet of additional mixed used/retail space and/or restaurant space.
- (k) **Project Captured Appraised Value.** The words “Project Captured Appraised Value” mean the total appraised value of the Property as of January 1 of each year less the total appraised value of the Property as of January 1, 2015. The Parties agree and acknowledge that the total appraised value of the Property as of January 1, 2015, was \$93,481.00, as set forth in Section 3(m) of this Agreement.
- (l) **Property.** The word “Property” means the approximately 63.489 acre tract or tracts of land generally located at the corner of Spencer Highway at East Boulevard, within the Deer Park, Texas, and as generally described and/or depicted in *Exhibit A* of this Agreement, which is attached hereto and incorporated herein for all purposes.

- (m) **Property Tax Increment Revenues.** The words “Property Tax Increment Revenues” mean an amount equal to the incremental increase in the collections of the City’s ad valorem taxes on property within the boundaries of the Property on the Project Captured Appraised Value. The base value for the Property on January 1, 2015, was \$93,481.00. The City’s ad valorem taxes paid on said base value is excluded from reimbursement to the Developer pursuant to this Agreement.
- (n) **Sales and Use Tax.** The words “Sales and Use Tax” or “Sales and Use Taxes” mean the City’s municipal sales and use tax, at the rate of one percent (1.0%), pursuant to section 321.103(a) of the Texas Tax Code, as amended.
- (o) **State Comptroller.** The words “State Comptroller” mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.
- (p) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

#### **SECTION 4. AFFIRMATIVE OBLIGATIONS OF DEVELOPER.**

Developer covenants and agrees with the City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Design and Construction of the Improvements.** The Developer shall perform or cause to be performed all work associated with the Project. The City agrees that the Improvements included within the Project may be designed and constructed and/or funded in phases. Consistent with the City’s Code of Ordinances, a master development plan for the Project shall be provided to the City and updated prior to the construction of each phase, or as changes are made during said construction, all at the Developer’s cost. The Parties acknowledge that construction of the Project commenced prior to the Effective Date of this Agreement.. All Improvements to be constructed as part of the Project shall be designed by Developer, its consultants or future tenants and shall be performed in a good and workmanlike manner in accordance with the provisions of this Agreement. All designs and specifications for the Improvements shall comply with the applicable ordinances and regulations of the City, subject to any variances granted by the City, and other regulatory agencies with jurisdiction over the Project. The Developer has and/or will submit for building permits as required by applicable City ordinances. Developer covenants and agrees to submit to the City invoices, receipts, or other documentation in a form acceptable to the City for the expenditures made by the Developer for the Improvements located on the Property by **March 1, 2023**.

- (b) **Government Requirements and Approvals.** Developer, its consultants, and/or its future tenants have and/or will apply for and obtain all necessary subdivision plats, if required, permits, licenses, variances, and approvals that are necessary to construct the Improvements, including any environmental controls. These expenses are considered reimbursable under this Agreement.
- (c) **Project Record.** Developer shall keep full and detailed accounts of all costs incurred in the performance of each phase of the Project for which reimbursement is sought, in accordance with standard accounting practices acceptable to the Parties ("Project Record"). Before the City shall be required to make a payment required in Section 5(a) of this Agreement, the Developer shall submit to the City satisfactory evidence of the Developer's expenditures on the Project in an amount at least equal to the Maximum Reimbursement Amount. The City will be provided with access at all reasonable times, after ten (10) business days' prior written notice, to the Project Record.
- (d) **Job Creation and Retention.** Developer covenants and agrees during the Term of this Agreement the tenants located on the Property shall employ and maintain the minimum Full-Time Equivalent Employment Positions working at the Property as follows:

Year End 6/30	Jobs Created/Retained	Reimbursement Amount Per Employee	Maximum Reimbursement Amount Per Year
2019	130	\$1,000.00	\$130,000.00
2020	130	\$1,000.00	\$130,000.00
2021	103	\$1,000.00	\$103,000.00
2022	102	\$1,000.00	\$102,000.00
		<b>Total:</b>	\$465,000.00

Developer agrees to endeavor to obtain any third party's consent for the Texas Workforce Commission to release to the City information concerning the Full-Time Equivalent Employment Positions working at the Property. A copy of the Texas Workforce Commission release form is attached hereto as **Exhibit C** of this Agreement. Developer covenants and agrees beginning on **July 1, 2019**, and during the Term of this Agreement, Developer shall deliver to the City an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). The reporting period for each Annual Compliance Verification shall be from July 1<sup>st</sup> to June 30<sup>th</sup> of the following year (except as specified for year end June 30, 2019). Developer covenants and agrees

beginning on **July 1, 2019** (for the reporting period beginning on the Effective Date and end June 30, 2019), and annually thereafter during the Term of this Agreement, to provide to the City an Annual Compliance Verification covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include either quarterly IRS 941 returns, Texas Workforce Commission Employer Quarterly Reports, employer-generated employment reports, or other source of verification acceptable to the City.

- (e) **Payment of Ad Valorem Taxes.** Developer covenants and agrees all ad valorem taxes shall be paid by January 31 of each tax year on the Property, unless being protested in accordance with Texas law.
- (f) **Performance.** Developer covenants and agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement, and in all other instruments and agreements by and between the Developer and the City.

## **SECTION 5. AFFIRMATIVE OBLIGATIONS OF CITY.**

City covenants and agrees with the Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Program Grant Payments.** A condition precedent to the provision of any Program Grant Payment by City to Developer pursuant to Section 5(a)(1) (sales and use tax reimbursement), Section 5(a)(2) (property tax increment reimbursement), and Section 5(a)(3) (job creation and retention reimbursement) requires the creation of a minimum of six (6) separate businesses operating on the Project.
  - (1) **Sales and Use Tax.** The City covenants and agrees to pay Developer a sum equal to the following percentage amounts of the Sales and Use Tax collected on the Property and confirmed by the State Comptroller's office to the City. The percentage amounts are as follows:

<u>Calendar Year:</u>	<u>Percentage Amount:</u>
2017	100%
2018	100%
2019	90%
2020	90%
2021	80%
2022	80%
2023	70%

2024	70%
2025	60%
2026	60%
2027	50%
2028	50%
2029	50%
2030	50%
2031	50%

Such payments shall be made annually upon the City confirming its accuracy with the State Comptroller's office, including any audit adjustments and its payment to the City for the applicable year. The City covenants and agrees to make the payment to Developer within sixty (60) days following the receipt of the latter of:

- (A) the Area Report from the State Comptroller's office confirming the Sales and Use Tax revenues collected from taxable sales occurring on the Property; and
  - (B) the Sales and Use Tax revenue from the State Comptroller's office for the applicable calendar year.
- (2) **Property Tax Increment Revenues.** In addition, the City covenants and agrees to pay Developer a sum equal to the amount of **one hundred percent (100%)** of the Property Tax Increment Revenues paid for tax years 2016 through 2025. Such payments shall be made annually. The City covenants and agrees to make the payment to Developer within sixty (60) days following the receipt of the Property Tax Increment Revenues for the applicable year.

The aggregate total of all Program Grant Payments by City to the Developer pursuant to this Section 5(a)(1) and 5(a)(2) of this Agreement shall not exceed the **Four Million One Hundred Seventy-Five Thousand Seven Hundred Fifty and No/100 Dollars (\$4,175,750.00).**

- (3) **Job Creation and Retention.** The City covenants and agrees to pay Developer a sum equal to **One Thousand and No/100 Dollars (\$1,000.00)** per Full-Time Equivalent Employment Position reported by the Developer to the City pursuant to Section 4(d) of this Agreement. The City covenants and agrees to make the payment to Developer within sixty (60) days following the receipt of the Annual Compliance Verification as required by Section 4(d) of this Agreement, and confirming its accuracy. The maximum

reimbursement by the City to Developer pursuant to this Section 5(a)(3) of this Agreement, is as follows:

<b>Year</b>	<b>Maximum Reimbursement Amount Per Year</b>
2019	\$130,000.00
2020	\$130,000.00
2021	\$103,000.00
2022	\$102,000.00

The aggregate total of all Program Grant Payments by City to the Developer pursuant to this Section 5(a)(3) of this Agreement shall be the lesser of the invoices and receipts submitted to the City for the Improvements pursuant to Section 4(a) of this Agreement, and **Four Hundred Sixty-Five Thousand and No/100 Dollars (\$465,000.00)**. Further, the aggregate total of all Program Grant Payments by City to the Developer pursuant to this Section 5(a)(1), 5(a)(2), and 5(a)(3) of this Agreement shall not exceed the Maximum Reimbursement Amount. Moreover, the Maximum Program Grant Payment by City to the Developer in any given year during the Term of this Agreement shall not exceed the Property Tax Increment Revenues and Sales and Use Tax collected on the Property for the applicable year. In the event of any deficiency in Program Grant Payment by City to Developer in any given year, said deficient amount of Program Grant Payment shall be paid by City to Developer in the next calendar year or subsequent year during the Term of this Agreement provided the Maximum Program Grant does not exceed the Property Tax Increment Revenues and Sales and Use Tax collected on the Property for that year.

- (b) **Performance.** City covenants and agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement, and in all other instruments and agreements by and between the Developer and the City.

## **SECTION 6. REPRESENTATIONS.**

- (a) **Representations of the City.** The City hereby represents to the Developer that, as the date hereof:
- (1) The City is a duly created and existing municipal corporation and home-rule municipality of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

- (2) The City has the power, authority and legal right under the laws of the State of Texas and the City Charter to enter into and perform this Agreement and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.
  - (3) This Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms except to the extent that the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.
  - (4) The execution, delivery and performance of this Agreement by the City do not require the consent or approval of any person that has not been obtained.
- (b) **Representations of the Developer.** The Developer hereby represents to the City that as of the date hereof:
- (1) The Developer is duly authorized and existing and in good standing under the laws of the State of Texas, and is qualified to do business in the State of Texas.
  - (2) The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer, and (ii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.
  - (3) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms except to the extent that the

enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

- (4) The Developer agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

## SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and City is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from City and/or Harris County Central Appraisal District is an Event of Default.

## SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party

shall have thirty (30) days to cure said default. Should said default remain uncured, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event the Developer defaults and is unable or unwilling to cure said default within the prescribed time period, at the option of the City, the City may terminate this Agreement and the parties shall have no further obligations under this Agreement; or the City may terminate this Agreement and require the Developer to repay to the City immediately the financial assistance provided by the City to Developer pursuant to Section 5(a) of this Agreement.

Notwithstanding the foregoing, the City's only remedy for an event of default under Section 4(d) is to withhold payments due under Section 5(a)(3).

## **SECTION 9. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.**

City may terminate this Agreement without an event of default by Developer and effective immediately if (i) any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including case law holding that a Chapter 380 Economic Development Agreement rebating Sales and Use Taxes or Property Tax Increment Revenues such as this Agreement is an unconstitutional debt; or (ii) the federal government implements the Streamlined Sales and Use Tax or similar legislation in such a manner as to change the consummation of a sales and use tax event to a tax situs outside of the City of Deer Park, Texas, thereby eliminating the City's rights in the sales tax proceeds paid by Developer for taxable sales located on the Property.

Termination of this Agreement by City under this Section of the Agreement shall render this Agreement null and void from that point forward with each party having no further rights against each other under this Agreement or at law; provided, however, that (i) Developer shall be entitled to receive from City any Program Grant Payment due Developer through the date of termination and (ii) the City and Developer agree to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible including, without limitation, the creation of an interest and sinking fund.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No

alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harris County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Harris County, Texas.
- (c) **Assignment.** None of the parties may assign its rights nor delegate its responsibilities under this Agreement without the written consent of each other party. However, without the written consent of the City: (i) any successor owner(s) of the Property shall be entitled to any Reimbursement due under this Agreement if Developer assigns such rights to a successor, and (ii) the Developer may assign its full or partial rights to receive payments from the City pursuant to this Agreement to any third party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer warrants and represents that the individual executing this Agreement on Developer's behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

- (h) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Developer: Cencor Acquisition Company, Inc.  
1800 Bering Drive, Suite 550  
Houston, Texas 77057  
Attn: JoBeth Prochaska and Steve Chandler  
Telephone: 713.781.7111

if to the City: City of Deer Park, Texas  
710 E. San Augustine  
Deer Park, Texas 77536  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_

- (i) **Revenue Sharing Agreement.** The City designates this Agreement as a revenue sharing agreement, thereby entitling the City to request Sales and Use Tax information from the State Comptroller, pursuant to section 321.3022 of the Texas Tax Code, as amended.
- (j) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included to the extent it does not frustrate the intent of this Agreement.
- (k) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (l) **Undocumented Workers.** Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of the prime rate plus six percent (6%) per annum, not later than the 120th day after the date the City notifies Developer of the violation.

**[The Remainder of this Page Intentionally Left Blank]**

IN TESTIMONY OF WHICH, this Agreement, in multiple originals, each having equal force, has been executed on behalf of the parties hereto as follows, to-wit:

**CITY:**

**CITY OF DEER PARK, TEXAS**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**ATTEST:**

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

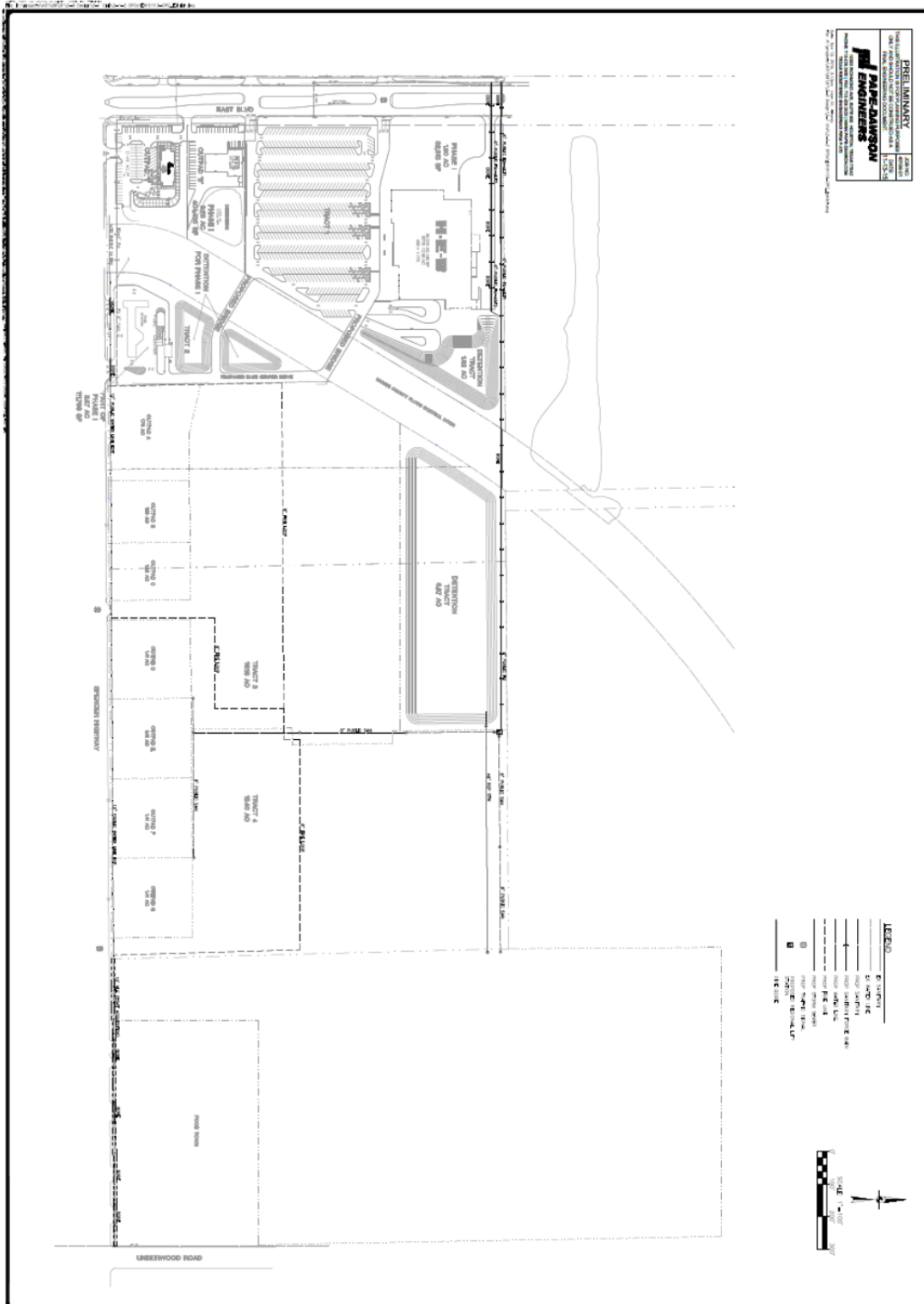
**DEVELOPER:**

**CENCOR ACQUISITION COMPANY, INC.,**  
A Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

## Exhibit A

### Legal Description or Depiction of the Property



## Exhibit B

### Improvements

#### I. WATER, SANITARY, AND STORM SEWER FACILITIES

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<b>WATER DISTRIBUTION SYSTEM</b>					
1.	Connection to existing Water System	EA	3	12,000.00	36,000.00
2.	6" Waterline	EA	400	45.00	18,000.00
3.	8" Waterline	LF	3,800	55.00	209,000.00
4.	12" Waterline	LF	3,100	65.00	201,500.00
5.	12" Waterline Bore	LF	425	400.00	170,000.00
6.	12" Gate Valve	EA	9	3,300.00	29,700.00
7.	Standard Flushing Valve Assembly	EA	19	4,000.00	76,000.00
8.	Easement Acquisition for Waterline along Spencer Hwy	SF	8,900	2.50	22,250.00
9.	Contingency (15%)	LS	1	114,367.50	114,367.50
<b>TOTAL WATER IMPROVEMENTS:</b>					<b>\$ 876,900.00</b>

<b>SANITARY SEWER SYSTEM</b>					
1.	6" Force Main	LF	1,400	80.00	112,000.00
2.	12" Bore and Steel Casing for 6" Force Main	LF	300	350.00	105,000.00
3.	Lift Station with backup generator	EA	1	500,000.00	500,000.00
4.	8" Sanitary Sewer	LF	2,100	80.00	168,000.00
5.	Standard Manhole	EA	9	3,500.00	31,500.00
6.	Connect to Existing Sewer	EA	1	8,000.00	8,000.00
7.	Contingency (15%)	LS	1	138,675.00	138,680.00
<b>TOTAL SANITARY SEWER IMPROVEMENTS:</b>					<b>\$ 1,063,200.00</b>

<b>MISCELLANEOUS</b>					
1.	Bonds/Mobilization	LS	1	20,000.00	20,000.00
2.	Site Preparation/Clearing & Grubbing	AC	4	8,000.00	30,310.00
3.	Site Restoration/Revegetation	AC	4	3,000.00	11,370.00
4.	Engineering, Materials Testing, and Miscellaneous Fees (20%)	LS	1	388,020.00	388,020.00
<b>TOTAL MISCELLANEOUS:</b>					<b>\$ 449,700.00</b>

<b>TOTAL WATER AND SANITARY SEWER IMPROVEMENTS:</b>					<b>\$ 2,389,800.00</b>
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#### II. TRAFFIC

ITEM NO.	DESCRIPTION	UNIT		UNIT PRICE	AMOUNT
1.	Left Turn Lane on East Blvd into HEB Tract	EA	1	135,000.00	135,000.00
2.	Right Turn Lane on East Blvd into HEB Tract	EA	1	120,000.00	120,000.00
3.	Left Turn Lane on East Blvd at Spencer Highway	EA	1	150,000.00	150,000.00
4.	Traffic Signals on East Blvd & Spencer Highway	EA	3	300,000.00	900,000.00
5.	Contingency (15%)	LS	1	195,750.00	195,750.00
<b>TOTAL TRAFFIC ITEMS:</b>					<b>\$ 1,500,800.00</b>

<b>MISCELLANEOUS</b>					
1.	Bonds/ Mobilization	LS	1	15,000.00	15,000.00
2.	Engineering, Materials Testing, and Miscellaneous Fees (18%)	LS	1	270,144.00	270,150.00
<b>TOTAL MISCELLANEOUS:</b>					<b>\$ 285,150.00</b>

<b>TOTAL TRAFFIC IMPROVEMENTS:</b>					<b>\$ 1,785,950.00</b>
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***Exhibit C***

**Texas Workforce Commission Release Form**



**AUTHORIZATION TO RELEASE  
CONFIDENTIAL UNEMPLOYMENT INSURANCE RECORDS**

I, \_\_\_\_\_,

Social Security Number: \_\_\_\_\_,

authorize the Texas Workforce Commission ("TWC") to release the following records:  
(please check applicable items)

\_\_\_\_\_ Unemployment Insurance claims records  
\_\_\_\_\_ Wage Records  
\_\_\_\_\_ Other (Please List) \_\_\_\_\_

to the following person/entity: \_\_\_\_\_

I understand that these are records of a state agency, and I expressly authorize that agency to release these records to the above person/entity for the following purpose:

\_\_\_\_\_  
\_\_\_\_\_

I authorize the release of records for use only for the purpose listed above. Any person(s) obtaining records pursuant to this Authorization shall be solely responsible for the payment of all costs assessed by the Texas Workforce Commission for providing such records. A legible photocopy or telecopy transmission facsimile of this Authorization shall be deemed equivalent to the original. This Authorization shall be valid for a period of six (6) months from the date of execution set forth below, or until my written revocation is received by TWC, whichever occurs earlier.

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

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

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Texas Workforce Commission, Open Records Section  
• 101 E. 15th Street, Room 266 • Austin, Texas 78778-0001  
• Tel: 512-463-2422 • Fax: 512-463-2990 • Relay Texas: 800-735-2989 (TDD); 800-735-2988 (Voice)  
• [open.records@twc.state.tx.us](mailto:open.records@twc.state.tx.us) • [www.twc.state.tx.us](http://www.twc.state.tx.us)  
Equal Opportunity Employer/Services



**AUTORIZACIÓN PARA LA REVELACIÓN DE  
INFORMACIÓN CONFIDENCIAL DE BENEFICIOS DE DESEMPLEO**

Yo, \_\_\_\_\_,

Número de Seguro Social: \_\_\_\_\_,

autorizo a la Comisión de la Fuerza Laboral de Tejas (Texas Workforce Commission o también conocida por sus siglas TWC) a revelar la siguiente información sobre (marque los que aplican):

\_\_\_\_\_ Reclamos para Beneficios de Desempleo  
\_\_\_\_\_ Información de Salario  
\_\_\_\_\_ Otro (favor de enumerar) \_\_\_\_\_

a la siguiente persona/entidad: \_\_\_\_\_

Yo entiendo que esta información es de una agencia del estado, y autorizo explícitamente a dicha agencia a revelar la información a la persona/entidad mencionada arriba para el siguiente propósito:

Yo autorizo la revelación de información solamente para el propósito indicado arriba. Cualquier persona(s) que obtenga información a través de esta Autorización será totalmente responsable para el costo evaluado por la TWC para proveer dicha información. Una fotocopia legible o copia por facsímil de esta Autorización será considerada como equivalente al original. Esta Autorización será válida para un periodo de seis (6) meses a partir de la fecha de ejecución indicada abajo, o hasta mi revocación por escrito sea recibida por la TWC, lo que ocurra primero.

Fecha: \_\_\_\_\_

Firma: \_\_\_\_\_

Nombre en Letra de Imprenta: \_\_\_\_\_

Calle: \_\_\_\_\_

Ciudad, Estado, Código Postal: \_\_\_\_\_

Teléfono: \_\_\_\_\_

Texas Workforce Commission, Open Records Section  
• 101 E. 15th Street, Room 266 • Austin, Texas 78778-0001  
• Tel: 512-463-2422 • Fax: 512-463-2990 • Relay Texas: 800-735-2989 (TDD); 800-735-2988 (Voice)  
• open.records@twc.state.tx.us • [www.twc.state.tx.us](http://www.twc.state.tx.us)  
Equal Opportunity Employer/Services



## Legislation Details (With Text)

**File #:** ORD 16-090    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 8/29/2016    **In control:** City Council  
**On agenda:** 9/6/2016    **Final action:**  
**Title:** Consideration of and action on an ordinance calling a public hearing concerning the substandard building, structure or premise located at 1242 Center Street.  
**Sponsors:** City Manager's Office  
**Indexes:**  
**Code sections:**  
**Attachments:** [Hearing-Substandard-1242 Center Street-Call Hearing-06-2016](#)

Date	Ver.	Action By	Action	Result
9/6/2016	1	City Council		

Consideration of and action on an ordinance calling a public hearing concerning the substandard building, structure or premise located at 1242 Center Street.

The structure located at 1242 Center Street (Vega's Mexican Restaurant) was damaged by a fire earlier this year. Its condition is substandard. The structure constitutes a hazard to the health, safety or welfare of citizens, unless measures are taken to remove these hazardous conditions, contents or use and render the building, structure or premises safe. It is recommended Council hold a hearing to specify the measures necessary to correct the hazardous conditions, contents or use, then order the owner by ordinance to take such measures, at his own expense, setting for a reasonable time in which such work is to be accomplished by him. It is recommended the Public Hearing be set for Monday, October 3<sup>rd</sup>, 2016 at 7:30 p.m. in Council Chambers at Deer Park City Hall. You may recall, Council held a Public Hearing on this matter earlier this summer, and gave the owner thirty (30) days to make repairs. Though that timeframe now has expired, it was discovered proper notice was not given to the owners. As such, City Attorney Fox recommends this process begin again anew.

Summary:

Fiscal/Budgetary Impact:

Public Hearing can be scheduled for October 3, 2016 at 7:30 P.M.



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

**AN ORDINANCE CALLING A PUBLIC HEARING ON OCTOBER 3, 2016 AT 7:30 P.M. CONCERNING A CERTAIN DILAPIDATED OR SUBSTANDARD BUILDING AND/OR STRUCTURE LOCATED AT 1242 CENTER STREET, DEER PARK, TEXAS; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Council of the City of Deer Park, Texas has received information that certain buildings, structures, or premises situated in the City of Deer Park, Texas are unfit for human habitation and constitute a hazard to the health, safety and welfare of the citizens; and

**WHEREAS**, the City Council has received information that the owner of each building, structure or premise has been notified of same and has failed to repair or restore same.

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

**I.**

The City Council of the City of Deer Park, Texas has called, and does hereby call, a public hearing to be held on October 3, 2016 at 7:30 o'clock p.m. in the City Council Chamber at the City Hall of said City at 710 E. San Augustine Street in said City, at which time and place they will hear all evidence to be heard on or in connection with any matter or question involving the condition of the building, structure or premise located at 1242 Center Street, Deer Park, Texas, more particularly described as Lot 1, 2, 21 and 2, in Block 1-D, Deer Park Addition, Public Records of Harris County, Texas.

At said hearing the City Council will determine whether such building, structure or premise is unfit for human habitation and constitute a hazard to the health, safety and welfare of the citizens.

**II.**

That notice of such hearing be given to the owner as provided by law.

**III.**

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.

**IV.**

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, in that it is necessary that such hearing be had at the earliest possible date, so that the values of property can be preserved, adequate health protection for the citizens be insured, and Ordinance violations can be corrected immediately, all of which create an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction; and, accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

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 \_\_\_\_\_, 2016 **by a vote of** \_\_\_\_\_ **“Ayes” and** \_\_\_\_\_ **“Noes”**.

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

**ATTEST:**

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

**APPROVED:**

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



## Legislation Details (With Text)

**File #:** ORD 16-087    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 8/18/2016    **In control:** City Council  
**On agenda:** 9/6/2016    **Final action:**  
**Title:** Consideration of and action on an ordinance calling two public hearings on the proposed 2016 Tax Rate.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:** [Ord - Tax Increase Hearings 2016](#)  
[2016 Tax Notice](#)

Date	Ver.	Action By	Action	Result
9/6/2016	1	City Council		

Consideration of and action on an ordinance calling two public hearings on the proposed 2016 Tax Rate.

**Summary:** The Texas Constitution sets forth general requirements for truth-in-taxation, including a number of public notices to inform taxpayers about local property taxes. For tax year 2016 (fiscal year 2016-2017), the effective tax rate is \$0.683862 per \$100 valuation and the rollback tax rate is \$0.733211 per \$100 valuation. The proposed tax rate is \$0.720000 per \$100 valuation, which is the basis for the ad valorem tax revenue in the proposed Fiscal Year 2016-2017 budget. Because the proposed rate exceeds the lower of the rollback rate or the effective rate, the City Council must specify the proposed rate and take a record vote to adopt the rate at a future meeting. If the record vote to specify a proposed tax rate of \$0.720000 per \$100 valuation and adopt that rate at a future meeting passes, City Council must schedule two public hearings on that proposed tax rate.

In anticipation that City Council may take such action, the recommended dates for said public hearings, should they be required, are Monday, September 26, 2016, at 5:30 p.m. and Monday, October 3, 2016, at 7:30 p.m. both to be held in the Council Chamber at City Hall, 710 E. San Augustine, Deer Park, TX 77536. In accordance with the City's planning calendar, which is based on the truth-in-taxation requirements, the meeting to adopt the tax rate would be on Monday, October 10, 2016 at 5:30 p.m.

**Fiscal/Budgetary Impact:**

N/A.

Approve the ordinance calling two public hearings on the proposed tax rate for tax year 2016, should they be required.

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

**AN ORDINANCE OF THE CITY OF DEER PARK SETTING DATES AND TIMES FOR PUBLIC HEARINGS OF THE PROPOSED PROPERTY TAX INCREASE FOR THE YEAR BEGINNING JANUARY 1, 2017; AND DECLARING AN EMERGENCY;**

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

**I.**

“Pursuant to the provisions of Sections 26.05 and 26.06 of The Property Tax Code of the State of Texas, the City Council of the City of Deer Park, Texas, has called, and does hereby call two (2) Public Hearings to be held on the **26th** day of **September, 2016** at **5:30 o’clock p.m.** and on the **3rd** day of **October, 2016** at **7:30 o’clock p.m.** in the City Council Chamber at the City Hall of said City at 710 E. San Augustine Street in said City, at which times and place they will hear all persons desiring to be heard on or in connection with any matter or question involving the proposed property tax increase for said City for the year beginning **January 1, 2017**, which has been filed with the City Secretary and is available for inspection by all interested persons.”

**II.**

The City Secretary is hereby directed to give notice of said hearing to the public as required by law.

**III.**

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, Government Code of the State of Texas.

**IV.**

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, safety and welfare, in that the property tax increase should be adopted at the earliest possible moment to comply with the State Law, and to provide funds to continue uninterrupted police, fire and

sanitary protection, and the essential services of water supply, garbage, and sewage disposal, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction; and, accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

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 \_\_\_\_\_, 2016 **by a vote of** \_\_\_\_\_ **“Ayes” and** \_\_\_\_\_ **“Noes”**.

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

**ATTEST:**

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

**APPROVED:**

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

# NOTICE OF 2016 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF DEER PARK

A tax rate of \$0.720000 per \$100 valuation has been proposed for adoption by the governing body of City of Deer Park. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of the City of Deer Park proposes to use revenue attributable to the tax rate increase for the purpose of infrastructure maintenance and improvements and public safety.

PROPOSED TAX RATE	\$0.720000 per \$100
PRECEDING YEAR'S TAX RATE	\$0.714352 per \$100
EFFECTIVE TAX RATE	\$0.683862 per \$100
ROLLBACK TAX RATE	\$0.733211 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Deer Park from the same properties in both the 2015 tax year and the 2016 tax year.

The rollback tax rate is the highest tax rate that City of Deer Park may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Jeffery Johnson  
City of Deer Park Tax Assessor-Collector  
City Hall – 710 E. San Augustine St – Deer Park, TX 77536  
281-478-7231  
[customerservice@deerparktx.org](mailto:customerservice@deerparktx.org)  
[www.deerparktx.gov](http://www.deerparktx.gov)

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: September 26, 2016 at 05:30 PM at City Hall Council Chambers – 710 E. San Augustine St – Deer Park, TX 77536.

Second Hearing: October 3, 2016 at 07:30 PM at City Hall Council Chambers – 710 E. San Augustine St – Deer Park, TX 77536.



## Legislation Details (With Text)

**File #:** ORD 16-089    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 8/19/2016    **In control:** City Council  
**On agenda:** 9/6/2016    **Final action:**  
**Title:** Consideration of and action on amending Section 66-180 Schedule I, of the Code of Ordinances concerning changing the times for parking on San Augustine between Luella and Dunn Ct.  
**Sponsors:** Greg Grigg, Police  
**Indexes:**  
**Code sections:**  
**Attachments:** [Amend 66-190-No Parking-San Augustine and Luella-revised](#)

Date	Ver.	Action By	Action	Result
9/6/2016	1	City Council		

Consideration of and action on amending Section 66-180 Schedule I, of the Code of Ordinances concerning changing the times for parking on San Augustine between Luella and Dunn Ct.

Currently parking is allowed along the south side of San Augustine between Luella and Dunn Circle between the hours of 6:00 p.m. to 8:00 a.m. every day of the week. This has created a traffic problem in the morning commute, and for at least one Saturday morning fun run. This proposal is to change the parking times in this area to 6:30 p.m. to 6:30 a.m. for every day of the week.

### Summary:

Consideration of and action on amending Section 66-180 Schedule I, concerning changing the times for parking on San Augustine between Luella and Dunn Ct.

### Fiscal/Budgetary Impact:

Cost for signs - minimal impact

Approve the amendment

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

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

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

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

**2.** That there be added to the end of Section 66-180 Schedule I, of the Code of Ordinances of the City of Deer Park the following location for official traffic control devices bearing the words "No Parking 6:30 a.m. till 6:30 p.m.":

South side of San Augustine Street beginning at Luella Avenue to Dunn Circle 6:30 a.m. to 6:30 p.m.

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

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

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

**6.** The City Council finds that this Ordinance relates to the immediate preservation of the public peace, safety and welfare, in that it is necessary that the above regulations be immediately put into

effect to orderly regulate and guide traffic movement for the protection of persons and property, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with and this Ordinance should be passed finally on its introduction; and, accordingly, such requirement is dispensed with and this Ordinance shall take effect upon its passage and approval by the Mayor.

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 \_\_\_\_\_, 2016 **by a vote of** \_\_\_\_\_ **“Ayes” and** \_\_\_\_\_ **“Noes”.**

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

**ATTEST:**

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

**APPROVED:**

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