

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

James Stokes, City Manager
Gary Jackson, Assistant City Manager



Jerry Mouton Jr., Mayor

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

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

Ordinance #3847

Resolution #2016-013

CALL TO ORDER

The 1673rd meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Proclamation Recognizing DPVFD Fire Chief Greg Bridges

[PRO 16-017](#)

Recommended Action: Wild applause.

Attachments: [Greg Bridges.pub](#)

2. Presentation of the Texas Amateur Athletic Federation (TAAF) Athlete of the year awards.

[PRE 16-045](#)

Department: Parks & Recreation Director Swigert

CONSENT CALENDAR

3. Approval of minutes of workshop meeting of October 3, 2016.

[MIN 16-146](#)

Recommended Action: Approval

Attachments: [CC_MW_100316](#)

4. Approval of minutes of regular meeting of October 3, 2016.

[MIN 16-139](#)

Recommended Action: Approval

Attachments: [CC_MR_100316](#)

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

5. Approval of minutes of special meeting of October 10, 2016. [MIN 16-147](#)

Recommended Action: Approval

Attachments: [CC MS 101016](#)

6. Authorization to advertise and receive bids for major thoroughfare lane striping. [AUT 16-113](#)

Recommended Action: Staff recommends moving forward with this project.

Department: Public Works

Attachments: [Traffic Striping Map](#)

7. Acceptance of a grant award from the Texas Department of Public Safety Hazard Mitigation Grant Program. [ACT 16-049](#)

Recommended Action: Accept the award with jubilation.

Attachments: [DR-4223-077 HMGP Grant Award.pdf](#)
[Designation of Applicants Agent.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

8. Consideration of and action on the purchase of new security gates for the Deer Park Police Department employee parking lot. [AUT 16-110](#)

Recommended Action: Council to accept the recommendation to purchase and have installed new security gates for Police Department from Lone Star Fence and Construction.

Attachments: [Hurricane fence](#)

[Lonestar Fence Gates](#)

[Pasadena Fence 1 NEW 30'CANT.GATE,AND 1-30 DOUBLE GATE](#)

9. Consideration of and action on a revised agreement with First Tee of Greater Houston, Inc. for the Golf Programming Location Use Agreement at the Battleground Golf Course. [AGR 16-051](#)

Recommended Action: Approve revised agreement with First Tee of Greater Houston, Inc. for the Golf Programming Location Use Agreement at the Battleground Golf Course.

Department: Parks & Recreation Director Swigert

Attachments: [Golf Programming Location Use Agreement Revised 10.7.16](#)

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

10. Consideration of and action on a contract with the City of Deer Park and Emergency Communications Network, LLC for the CodeRED Emergency Notification System. [CON 16-024](#)

Recommended Action: Staff recommends approval of this contract.

Attachments: [Deer_Park_TX_10_3_2016_3_31_43 PM.pdf](#)
[CRWW_Deer_Park_TX_9_27_2016_5_20_03 PM.pdf](#)
[IPAWS_Deer_Park_TX_10_3_2016_3_31_52 PM.pdf](#)

11. Consideration of and action on authorization to purchase a Ladder Truck funded by the FCPEMSD from the Siddons-Martin Emergency Group through the Houston-Galveston Area Council Cooperative Purchasing Program. [PUR 16-023](#)

Recommended Action: Authorize the purchase of a Fire Truck funded by the FCPEMSD from the Siddons-Martin Emergency Group through the Houston-Galveston Area Council Cooperative Purchasing Program

Attachments: [Proposal from Siddons-Martin.100716](#)

12. Consideration of and action on an agreement with the Crime Control Prevention District (CCPD) for Personnel, Vehicles, Facilities, Equipment, and Investments. [AGR 16-048](#)

Recommended Action: Approve the agreement.

Department: City Manager's Office

Attachments: [Agreement-City & CCPD.2016-2017](#)
[Exhibit A to Agreement-CCPD Budget-2016-2017](#)

13. Consideration of and action on an agreement with the Fire Control, Prevention and Emergency Medical Services District (FCPEMSD) for Personnel, Vehicles, Facilities, Equipment, and Investments. [AGR 16-050](#)

Recommended Action: Approve the agreement.

Department: City Manager's Office

Attachments: [Agreement-City & FCPEMSD.2016-2017](#)
[Exhibit A to Agreement-FCPEMSD- 2016-2017](#)

14. Consideration of and action on appointing an alternate City of Deer Park Representative to Houston-Galveston Area Council (H-GAC) General Assembly and Board of Directors. [APT 16-011](#)

Recommended Action: Confirm Mayor Mouton's nomination of Thane Harrison as the City's Representative and Bill Patterson as the City's Alternate Representative to the H-GAC General Assembly and Board of Directors.

Department: Mayor Mouton Jr.

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.

15. Consideration of and action on an ordinance appointing three members of the Deer Park Community Development Corporation. [ORD 16-105](#)

Recommended Action: Approve the ordinance appointing three members of the Deer Park Community Development Corporation.

Department: City Manager's Office

Attachments: [Community Development Corporation-Appoint Members-10-2016](#)

16. Consideration of and action on an ordinance authorizing the issuance and sale of the City of Deer Park, Texas, Certificates of Obligation, Series 2016-A; levying a tax and providing for the security and payment thereof; authorizing the execution and delivery of a purchase agreement and a paying agent/registrar agreement; and enacting other provisions relating thereto. [ORD 16-104](#)

Recommended Action: Approve the ordinance authorizing the issuance and sale of the City of Deer Park, Texas, Certificates of Obligation, Series 2016-A.

Department: City Manager's Office

Attachments: [2016-A CO - Draft Ordinance 10.18.16](#)

17. Consideration of and action on an ordinance amending Section 106-25(b)(c) of the Code of Ordinances pertaining to water and sewer rates. [ORD 16-102](#)

Recommended Action: Review and adopt the ordinance changing the City's Code of Ordinances for water and sewer rates.

Department: Finance

Attachments: [Ord - Water Sewer Rates 10.18.16](#)

18. Consideration of and action on an ordinance amending Appendix B (Schedule of Fees) for the monthly drainage utility fee. [ORD 16-103](#)

Recommended Action: Review and adopt the ordinance changing Appendix B - Schedule of Fees for the monthly drainage utility fee.

Department: Finance

Attachments: [Ord - Monthly Drainage Utility Fee 10.18.16](#)

ADJOURN

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

*Shannon Bennett, TRMC
Acting City Secretary*

*Posted on Bulletin Board
October 14, 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.

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 #: PRO 16-017 **Version:** 2 **Name:**
Type: Proclamation **Status:** Agenda Ready
File created: 9/6/2016 **In control:** City Council
On agenda: 10/18/2016 **Final action:**
Title: Proclamation Recognizing DPVFD Fire Chief Greg Bridges
Sponsors:
Indexes:
Code sections:
Attachments: [Greg Bridges.pub](#)

Date	Ver.	Action By	Action	Result
10/18/2016	2	City Council		

Proclamation Recognizing DPVFD Fire Chief Greg Bridges

Summary:

Thanks to Chief Bridges.

Fiscal/Budgetary Impact:

n/a

Wild applause.



Legislation Details (With Text)

File #: PRE 16-045 **Version:** 1 **Name:**
Type: Presentation **Status:** Agenda Ready
File created: 8/23/2016 **In control:** City Council
On agenda: 10/18/2016 **Final action:**
Title: Presentation of the Texas Amateur Athletic Federation (TAAF) Athlete of the year awards.
Sponsors: Scott Swigert
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation of the Texas Amateur Athletic Federation (TAAF) Athlete of the year awards.

Summary:

Andy Williams, Head Track Coach of the Deer Park Summer Track Program and Lacy Stole, Athletics / Aquatics Supervisor will be present to present plaques to the TAAF 2016 Female Athlete of the year for the City of Deer Park and the presentation of the Male Athlete of the year award for the City of Deer Park as well as the winner of TAAF Regional athlete of the year 2016.

TAAF 2016 Female/Male Athlete of the year:

FEMALE: Ally Marbury (winner of Female Athlete of the year for the City of Deer Park)

Ally is 8 years old and this is her first year running track. She's an athlete who plays basketball, is a cheerleader for the DP Seminoles football team and has played softball for 4 years in Pasadena and Deer Park. She was selected for the all-star team twice in the 6 and under division. Running track has brought out a new competitive spirit and she loves it. She looked forward to going to track practice each morning and running with her new friends. At Regionals in La Porte, she qualified for State in all three of her races, the 200, 100 and 50M dashes. She won both the 100 and the 50 and came in third in the 200. In the state meet in McAllen, she finished 15th out of 45 competitors in the 100 and 15th out of 40 competitors in the 50. For her first year competing, she feels very proud of herself and can't wait to compete again next year in the 10 & under division.

REGIONALS:

200M Dash - 3rd place medal

100M Dash - 1st place medal

50M Dash - 1st place medal

STATE:

200M Dash - 27th place

100M Dash - 15th place

50M Dash - 15th place

MALE: Robert Maximus Gonzalez (local athlete of the year for the City of Deer Park as well as the chosen regional winner for region 1 athlete of the year)

Robert Maximus Gonzalez is 14 years old; he attended Deer Park Jr. High where he was the recipient of the "Athlete of the Year for 2015 & 2016 as well as the recipient of the "Order of Fawn" for 2016, and a member of the David G. Burnet Chapter National Junior Honor Society. He has been participating in running events since the age of 7, his first being the 2ND Annual Fun Run at Parkwood Elementary where he obtained his first medal for arriving to the finish line in 5th place on April 15, 2009. He enjoys participating in the Annual Beach to Bay Relay Marathon in Corpus Christi, TX every May with family team members and in local 5K & 10K runs across town. He was enrolled for the first time in Summer Track in 2012 to prepare him for the heat during summer, as he would be playing TIFI football come August; but come to find out he LOVED running track more than playing football. Maximus' first year to qualify for State Meet was in 2014 but did not place in the top 3 in the finals nor did he in 2015, he seems to think it was because he did not train enough because of family vacations seemed to be planned a week or two before the State Meet in College Station. His goal this summer was to attend the 2 hour track practice every day it was offered in addition to run on his own for conditioning and endurance and attend the 2 track meets per week to qualify for the State Meet in McAllen. He asked his family, if possible, to refrain from planning a summer vacation until after the State Meet in McAllen because he really wanted to earn a medal for his events. At the district he placed 2nd place in the Triple Jump, 1st place in the 110 Hurdles and 1st place in the 300 Hurdles in his division. Maximus attended the TAAF 2016 Games of Texas State Meet with great pride bringing home a Silver medal for 300 Hurdles, 4th place ribbon in 110 Hurdles and 5th place ribbon in Triple Jump. He has a great work ethic, positive outlook and attitude; and pushes himself to always do better. His parents, sister, grandparents and uncles attend his state meets and cheer for him as well as his team mates.



Legislation Details (With Text)

File #: MIN 16-146 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 10/13/2016 **In control:** City Council
On agenda: 10/18/2016 **Final action:**
Title: Approval of minutes of workshop meeting of October 3, 2016.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_100316](#)

Date	Ver.	Action By	Action	Result
10/18/2016	1	City Council		

Approval of minutes of workshop meeting of October 3, 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 OCTOBER 3, 2016, BEGINNING AT 6:15 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 6:15 p.m.
2. PRESENTATION AND DISCUSSION OF ISSUES RELATING TO THE NEW ANIMAL SHELTER – Kim Dowdy of Quorum Architects gave an overview of the Deer Park Animal Shelter highlighting the site plan, floor plan and exterior elevations. The estimated cost of the new Animal Shelter will be 2.8 million dollars. (Exhibit A1-A6)
3. DISCUSSION OF ISSUES RELATING TO ENTERING INTO AN AGREEMENT WITH BINKLEY & BARFIELD, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE 2016 STREET BOND PROGRAM – Public Works Director Bill Pedersen commented, “Over the past few weeks, we have been negotiating a contract with Binkley & Barfield, Inc. for professional engineering services for the 2016 Street Bond program. We want to recommend approval of the contract. We provided a list of streets.” (Exhibit B)
4. DISCUSSION OF ISSUES RELATING TO THE MEETING AND PUBLIC HEARING SCHEDULE FOR THE COMPREHENSIVE PLAN UPDATE AND AMENDMENT OF THE SUBDIVISION AND ZONING ORDINANCES - Assistant City Manager Gary Jackson advised Council of meeting and public hearing schedule for the Comprehensive Plan update and amendment of the subdivision and zoning ordinance. “We are proposing

this starts off with a joint workshop with the Steering Committee, The Planning & Zoning Commission and City Council on October 25, 2016. The final reading of the Zoning Ordinance will be March 21, 2017. We will have to notify all the property owners in the City of the zoning ordinance. We want to use one notice that goes out to everyone on a postcard which will contain the preliminary public hearing and a joint public hearing.

Councilwoman Garrison asked that the comprehensive plan be distributed before the meeting to which Mr. Jackson advised the comprehensive plan will be distributed a week before the meeting.

Councilman Martin asked, "Is the only method to notify everyone is by a postcard through the mail?"

Mr. Jackson answered, "We will notice on website, social media and publications in the newspaper. The legal part of notifying the citizens is by postcard."

City Manager Jay Stokes commented, "We will send an email out to confirm the dates and check with consultants on their availability as well."

5. DISCUSSION OF ISSUES RELATING TO THE QUARTERLY FINANCIAL REPORT FOR THE FISCAL YEAR 2015-2016 THIRD QUARTER ENDING JUNE 30, 2016 - Finance Director Donna Todd gave an overview of the budget funds for the quarter, highlighting the expenditures and revenues of each fund.
6. DISCUSSION OF ISSUES RELATING TO THE REPAIR OF THE GATEWAY MONUMENT AT THE INTERSECTION OF CENTER STREET AND RAILROAD STREET – Assistant City Manager Gary Jackson advised Council of the report given by the architect which highlighted areas that needed repair. The repair is estimated to be \$48,600 for the construction and an additional cost to the architect for overseeing the repairs. We asked for a brick mason who was qualified and experienced with proven results of other projects. It's recommend that Hoggatt, LP in Pasadena who has constructed gateway projects for Morgan's Point, South Houston, and Galena Park. It's estimated to be completed in nine weeks.
7. REPORT FROM THE HISTORICAL COMMITTEE ON THE HISTORIC MARY WILSON AND WILLIAM JACKSON HEADSTONE/GRAVESITE AND RELOCATION OF THE PATRICK CABIN HISTORICAL MARKER – Councilwoman Sherry Garrison presented a powerpoint presentation and the points of discussion included: Discovering the Headstone-1928, Moving the Gravesite to Dow Park - 1977, Moving the Headstone to Heritage Park - 2007/2008, Involving the Historical Committee - 2014-2015, Significance of Headstone and Small casket, involving the Texas Historical Commission - 2015-2016 and making a decision to move forward.

Consensus of the Council is to move the headstone/gravesite and to submit an application to the Texas Historical Commission to relocate the Patrick's Cabin historical marker.

8. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:10 p.m.

Shannon Bennett, TRMC
Acting City Secretary

Jerry Mouton
Mayor



Legislation Details (With Text)

File #: MIN 16-139 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 10/10/2016 **In control:** City Council
On agenda: 10/18/2016 **Final action:**
Title: Approval of minutes of regular meeting of October 3, 2016.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_100316](#)

Date	Ver.	Action By	Action	Result
10/18/2016	1	City Council		

Approval of minutes of regular meeting of October 3, 2016.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1672ND 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 OCTOBER 3, 2016, AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
ACTING CITY SECRETARY
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. PRESENTATION OF THE CERTIFICATE OF ACHIEVEMENT AWARD IN FINANCIAL REPORTING FROM THE GOVERNMENT FINANCE OFFICERS ASSOCIATION OF THE UNITED STATES AND CANADA (GFOA) TO THE CITY OF DEER PARK FINANCE DEPARTMENT – Mayor Mouton recognized Finance Director Donna Todd and her Staff for receiving the Certificate of Achievement Award for financial reporting for the 29th consecutive year. It is GFOA's highest form of recognition in the area of governmental accounting and financial reporting.
5. A PROCLAMATION RECOGNIZING AND DECLARING FIRE PREVENTION WEEK 2016 - Mayor Mouton presented a proclamation to Fire Marshal Buddy Rice declaring October 9 -15, 2016 as Fire Prevention Week. Fire Marshal Buddy Rice introduced Sam the Smoke Alarm Man.

6. PUBLIC HEARING ON THE REQUEST OF THE DEER PARK FIRE MARSHAL'S OFFICE AND THE CHIEF BUILDING OFFICIAL THAT THE BUILDING LOCATED AT 1242 CENTER STREET KNOWN AS VEGA'S MEXICAN RESTAURANT BE DECLARED SUBSTANDARD BY THE DEER PARK CITY COUNCIL - The public hearing was opened by the Acting City Secretary reading the Notice of Public Hearing. (Exhibit A)

Mayor Mouton opened the hearing for those desiring to speak in favor of the request.

- a. Larry Brotherton, Chief Building Official, commented, "This is our second time around. We found out there were people who needed to be notified. We have a fence around the building. It's secure, but we still want to get it down. I have had no response from Ms. Garcia, the land owner."

City Attorney Jim Fox asked, "Do you still find this a serious hazard to the lives, development and safety to the community?"

Mr. Brotherton replied, "Yes."

Mayor Mouton called for those persons desiring to speak against the request. No one spoke.

7. PUBLIC HEARING NO. 2 ON 2016 AD VALOREM TAX RATE - The public hearing was opened by the Acting City Secretary reading the Notice of Public Hearing. (Exhibit B)

Mayor Mouton called for those desiring to speak in favor of the 2016 Ad Valorem Tax Rate. No one spoke.

Mayor Mouton called for those desiring to speak against the 2016 Ad Valorem Tax Rate. No one spoke.

Mayor Mouton closed the hearing.

8. AWARDING BID FOR THE DESTINY DETENTION POND REHABILITATION PROJECT - Motion was made by Councilwoman Garrison and seconded by Councilman Martin to award the bid for the Destiny Detention Pond Rehabilitation Project to Great Bear Construction, low bidder, for a total amount of \$58,436.12. Motion carried 7 to 0.

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

- a. Approval of minutes of workshop meeting on September 20, 2016.
- b. Approval of minutes of regular meeting on September 20, 2016.
- c. Approval of minutes of public hearing on September 26, 2016.

- d. Authorization to submit an application to the Texas Historical Commission for the relocation of the Patrick Cabin Historical Marker.
- e. Acceptance of the Quarterly Financial Report for the Fiscal year 2015-2016 Third Quarter Ending June 30, 2016.

Motion carried 7 to 0.

- 10. CONSIDERATION OF AND ACTION ON ENTERING INTO AN AGREEMENT WITH BINKLEY & BARFIELD, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE 2016 STREET BOND PROGRAM – Motion was made by Councilman Harrison and seconded by Councilwoman Sinor to enter into an agreement with Binkley & Barfield, Inc. for professional services for the 2016 Street Bond Program. Motion carried 7 to 0.
- 11. CONSIDERATION OF AND ACTION ON APPROVING A CONTRACT FOR THE REPAIR OF THE GATEWAY MONUMENT AT THE INTERSECTION OF CENTER STREET AND RAILROAD STREET – Motion was made by Councilwoman Sinor and seconded by Councilman Patterson to approve a contract with Hoggatt, LP for the repair of the Gateway Monument at the intersection of Center Street and Railroad Street. Motion carried 7 to 0.
- 12. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING FOUR MEMBERS OF THE FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT OF THE CITY OF DEER PARK - 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. 3843, captioned as follows:

AN ORDINANCE APPOINTING FOUR (4) BOARD MEMBERS OF THE FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT OF THE CITY OF DEER PARK, TEXAS; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

- 13. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING THREE MEMBERS OF THE CRIME CONTROL AND PREVENTION DISTRICT OF THE CITY OF DEER PARK - After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Ginn to adopt on first and final reading Ordinance No. 3844, captioned as follows:

AN ORDINANCE APPOINTING THREE (3) BOARD MEMBERS OF THE CRIME CONTROL AND PREVENTION DISTRICT OF THE CITY OF DEER PARK, TEXAS; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

14. CONSIDERATION OF AND ACTION ON AN ORDINANCE OF FINDINGS AS A RESULT OF THE PUBLIC HEARING ON THE BUILDINGS, STRUCTURES OR PREMISES LOCATED AT 1242 CENTER STREET, KNOWN AS VEGA'S MEXICAN RESTAURANT, FINDING AND DECLARING THAT SUCH BUILDINGS, STRUCTURES OR PREMISES ARE SUBSTANDARD AND A NUISANCE; MAKING CERTAIN ORDERS TO OWNERS OF SAID BUILDINGS - After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Patterson to adopt on first and final reading Ordinance No. 3845, captioned as follows:

AN ORDINANCE OF FINDINGS FROM THE HEARING CONCERNING THE BUILDINGS, STRUCTURES OR PREMISES LOCATED AT 1242 CENTER STREET, DEER PARK, TEXAS, FINDING AND DECLARING THAT SUCH BUILDINGS, STRUCTURES AND PREMISES ARE SUBSTANDARD AND A NUISANCE; MAKING CERTAIN ORDERS TO OWNERS OF SAID BUILDINGS, PROVIDING OTHER DETAILS AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

15. ADJOURN – Mayor Mouton adjourned the meeting at 7:53 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
Acting City Secretary

Jerry Mouton
Mayor



Legislation Details (With Text)

File #: MIN 16-147 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 10/13/2016 **In control:** City Council
On agenda: 10/18/2016 **Final action:**
Title: Approval of minutes of special meeting of October 10, 2016.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MS_101016](#)

Date	Ver.	Action By	Action	Result
10/18/2016	1	City Council		

Approval of minutes of special meeting of October 10, 2016.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN THE COUNCIL CHAMBERS, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON OCTOBER 10, 2016 BEGINNING AT 5:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.
SHERRY GARRISON
THANE HARRISON
TOMMY GINN
RON MARTIN

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT

CITY MANAGER
ASSISTANT CITY MANAGER
ACTING CITY SECRETARY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 5:30 p.m.
2. CONSIDERATION OF AND ACTION ON AN ORDINANCE LEVYING AD VALOREM TAXES FOR 2016 – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Martin to adopt on first and final reading Ordinance No. 3846, captioned as follows:

AN ORDINANCE OF THE CITY OF DEER PARK, TEXAS LEVYING AD VALOREM TAXES FOR 2016 AT \$0.720000 PER ONE HUNDRED DOLLARS ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS TO PROVIDE REVENUES FOR CURRENT EXPENSES AND INTEREST AND SINKING FUND REQUIREMENTS; PROVIDING DUE AND DELINQUENT DATES; PENALTIES AND INTEREST; PROVIDING A HOMESTEAD EXEMPTION; REPEALING ALL OTHER ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

Motion carried with a record vote 5 to 0.

Mayor Mouton	“Aye”
Councilwoman Garrison	“Aye”
Councilman Harrison	“Aye”
Councilman Ginn	“Aye”
Councilman Martin	“Aye”

3. ADJOURNMENT - Mayor Mouton adjourned the meeting at 5:32 p.m.

Shannon Bennett, TRMC
Acting City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: AUT 16-113 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 10/10/2016 **In control:** City Council
On agenda: 10/18/2016 **Final action:**
Title: Authorization to advertise and receive bids for major thoroughfare lane striping.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [Traffic Striping Map](#)

Date	Ver.	Action By	Action	Result
10/18/2016	1	City Council		

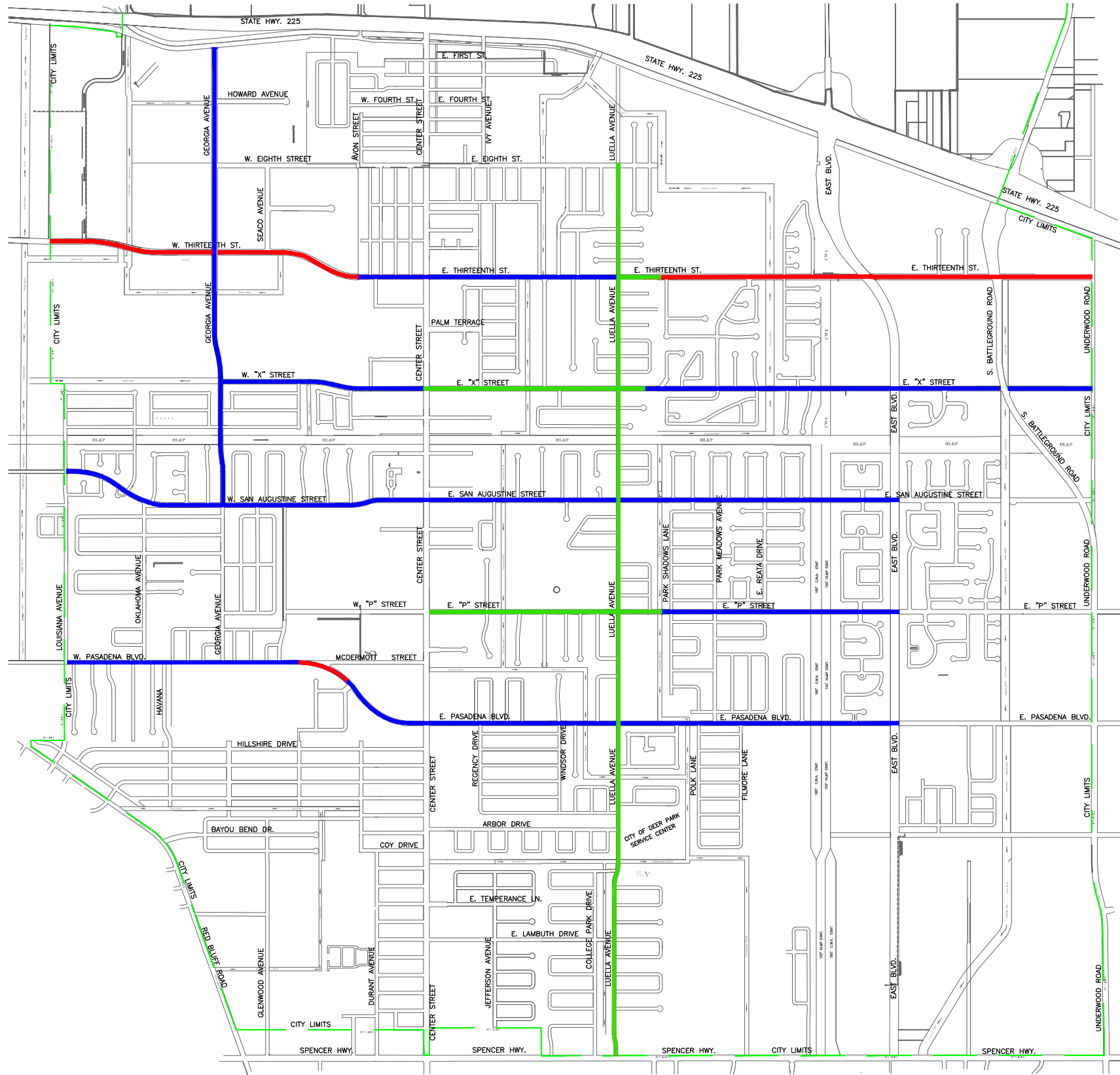
Authorization to advertise and receive bids for major thoroughfare lane striping.

Summary: Staff is requesting to authorization to advertise and receive bids on the Thoroughfare Lane Striping. The budget for this project is \$500,000. The engineers estimate for the project is \$220,000.00. The lane striping would take place on Georgia Avenue, Luella Avenue, 13th Street, X Street, San Augustine Street, P Street and Pasadena Blvd. School crosswalks will be included in this project. The project was designed and construction will be overseen by the engineering department.

Staff is currently preparing a separate bid package for Center Street.

Fiscal/Budgetary Impact: This is a budgeted item out of account 90-403-4406

Staff recommends moving forward with this project.



Legend

- Double Yellow at center line, with yellow buttons, White Lane Separators (2)
- Double Yellow at center line with yellow buttons, No Lane Separators
- Single White Lane Separators

SCALE: 1"=2000'

REVISIONS					
NO.	DATE	DESCRIPTION	BY	JMB	ISSUE FOR BID
1					
2					
3					
4					
5					
6					

DATE: OCTOBER, 2016
PROJECT NO. 3614-16
DRAWN BY: LDP
CHECKED BY: WRP
SCALE: 1"=2000'
FILE NAME:

CITY OF DEER PARK
THOROUGHFARE MARKING INVENTORY





Legislation Details (With Text)

File #: ACT 16-049 **Version:** 1 **Name:**

Type: Acceptance **Status:** Agenda Ready

File created: 10/7/2016 **In control:** City Council

On agenda: 10/18/2016 **Final action:**

Title: Acceptance of a grant award from the Texas Department of Public Safety Hazard Mitigation Grant Program.

Sponsors:

Indexes:

Code sections:

Attachments: [DR-4223-077 HMGP Grant Award.pdf](#)
[Designation of Applicants Agent.pdf](#)

Date	Ver.	Action By	Action	Result
10/18/2016	1	City Council		

Acceptance of a grant award from the Texas Department of Public Safety Hazard Mitigation Grant Program.

Summary:

The City has been awarded a grant through the Hazard Mitigation Grant Program which will allow for a comprehensive upgrade to our local Disaster Preparedness Booklet. The grant project is \$36,000 and will provide for about 10,000 copies of the new booklet (final number of booklets will be determined after final cost and shipping costs are calculated).

Fiscal/Budgetary Impact:

This project will be funded 75% through federal grant funds (\$27,000) and the Local Emergency Planning Committee (LEPC) is contributing the 25% local funds (\$9,000).

Accept the award with jubilation.

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

October 4, 2016

Robert Hemminger
City of Deer Park
Emergency Services Director
710 E. San Augustine
Deer Park, TX 77536

DUNS Number 074183351
TINS Number 74-6000660
FIPS Number 201-19624-00

RE: Hazard Mitigation Grant Program, DR-4223-077, City of Deer Park
Catalog of Federal Domestic Assistance (CFDA) 97-039
FEMA Project Number: DR-4223-077
Project Title: Emergency Preparedness Guide
Period of Performance: July 25, 2016 to July 25, 2018

Hazard Mitigation Grant Program subgrant has been awarded by Texas Division of Emergency Management (TDEM).

DR-4223-077						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	July 25, 2016	\$36,000.00	75 %	\$27,000.00	25 %	\$9,000.00

This award is not for research or development as defined in 2 CFR 200.87.

A copy of the approved scope of work is attached. The terms and conditions of this award are also attached.

Signing and returning this award letter indicates Sub-recipient's acceptance of the scope of the sub-award, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

EQUAL OPPORTUNITY EMPLOYER
COURTESY · SERVICE · PROTECTION

Acceptance of the sub-award must be returned to TDEM before payment on the sub-award can be processed.

It is important that the Sub-recipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Sub-recipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the sub-award, period of performance or costs associated to the sub-award, the Sub-recipient should immediately contact TDEM. No change will be considered approved to the sub-award until the sub-recipient is notified in writing by TDEM.

Please sign below to acknowledge acceptance of this sub-award and agreement to abide by all terms and conditions.



Designated Sub-recipient Agent

10-7-2016

Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Jeffrey LaCour, Assistant Mitigation Officer at 713-967-7013 or email at Jeffrey.lacour@dps.texas.gov.

Sincerely,



W. Nim Kidd, CEM®

Chief

Texas Division of Emergency Management

Assistant Director

Texas Homeland Security

Texas Department of Public Safety

ATTACHMENTS: Grant Terms and Conditions
Scope of Work

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
 2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
 3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
 4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
 5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
 6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
 7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
 2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.
 3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM

determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after

4. DPS/TDEM requests such refund.

D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principles and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable

statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. Restrictions and General Conditions.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at

www.sam.gov or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.

6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
 - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide

all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting.**

1. **Procurements.** Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200.318
2. **Contract Provisions.** All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

Must perform **cost/price analysis** for purchases over \$3000.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321

- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance

under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. **Retention and Accessibility of Records.**

1. **Retention of Records.** Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS § .42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. **Access to Records.** Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. **Changes, Amendments, Suspension or Termination**

1. **Modification.** FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. FEMA has performed an environmental review resulting in the findings and conditions identified in the Environmental Considerations enclosure and consisting of:
 - a. CATEX (Categorical Exclusion) or FONSI (Finding of No Significant Impact)
 - b. Record of Environmental Consideration (REC) with Environmental Review Project Conditions
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. The Period of Performance (POP) represents the period during which eligible reimbursable cost for this project can be incurred. If, due to extenuating circumstances, a project cannot be completed within the approved POP, an extension must be requested in writing and submitted to the State 90 days prior to the expiration of the currently approved POP.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. You may request a payment of funds on projects by completing a request for reimbursement and including your supporting documentation. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment.
8. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **April 15th, July 15th, October 15th & January 15th.** Public Assistance program small projects are exempted.
9. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
10. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year.

Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

11. Completed record and cost documents for all approved work must be kept for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
12. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
13. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
14. Eligible cost reimbursement requests may be submitted as needed, but not less than once a quarter without project officer concurrence. The minimum request for reimbursement will be \$2,500 , unless it is the final reimbursement request. All submitted invoices must be:
 - a. Identified by a unique number
 - b. Related to an identified Scope of Work (SOW) line item
 - c. Accompanied by proof of payment (ex: copies of the cancelled checks showing payments for the invoices)
 - d. Signed by your Chief Financial Officer or designated authorized representative

Reimbursement amounts are based on the total request for eligible documented expenditures of the eligible federal share and local match.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

City of Deer Park Texas

DR 4223 Hazard Mitigation Grant Program (HMGP) Application

All-Hazards Community Emergency Preparedness Guide

Scope of Work, Schedule, and Cost Estimate

Background:

The City of Deer Park, Texas, is a small suburban community in the southeast quadrant of Harris County with a population of about 34,000 residents. The community is adjacent to the Houston Ship Channel and one of America's largest refinery and petrochemical complexes, and is within 30 miles of the Gulf of Mexico and Galveston Bay. Proximity to the petrochemical facilities creates a significant man-made hazard to toxic chemical releases and other hazardous materials incidents, while the location along Texas' Gulf Coast creates a vulnerability to approaching hurricanes. Additionally, the topography of Deer Park is flat, with an average elevation of under 30 feet above sea level, creating a susceptibility to localized flooding during periods of heavy or persistent rainfall. The City of Deer Park participates in the Harris County All-Hazards Mitigation Action Plan, which was most recently updated and approved on July 27, 2015.

Concise Description of Project:

With this grant application, the City of Deer Park is pursuing a Public Education Campaign to create a Community Emergency Preparedness Guide. The project will be managed by our Director of Emergency Services, Robert Hemminger, along with our Public Relations/Marketing Specialist Kristin Edwards. These two staff members will oversee the development of materials, selection of a vendor, and distribution efforts.

MAP Location:

This project is identified in the adopted Mitigation Action Plan, Appendix A, pages 102 and 115. Both of these locally specific action items include public education campaigns for various hazards and threats, and both will be included in the developed materials.

Purpose

The publication will include disaster preparedness information for a variety of threats including flooding, wildfires, hurricanes, chemical releases, tornadoes, and more. These guides will then

be distributed free of charge to area residents at community events and at public buildings. These guides will contain useful planning information to assist residents with ensuring that their homes and their loved ones are prepared for any of the aforementioned threats that exist in our area. This will create a more educated and prepared community of residents, thereby reducing the demand on local government and emergency responders, and potentially reducing future costs associated with disaster responses for these hazards.

Schedule:

This project will commence upon award notification, and will be complete no later than 24 months after award. The anticipated schedule of events is as follows:

First quarter:	Acceptance of award and Initiation of materials development
Second quarter:	Finalization of materials, Vendor selection begins
Third quarter:	Selection of vendor completed, Place order
Fourth quarter:	Receive guides, Prepare companion data for City website
Fifth quarter:	Begin distribution of guides
Sixth quarter:	Initiate close-out
Seventh quarter:	Close-out and finalize all grant documentation

Cost Estimate:

It is anticipated that a single vendor will be selected to produce the Emergency Preparedness Guides once they are designed. This will result in a single line item expenditure for production of the guides. Design of the guides will be handled by City of Deer Park staff members, and will not be considered as part of this grant project. Initial cost estimates from one vendor indicate that the materials will cost between \$3 and \$4 each, for 10,000 units. The budget for this project is calculated on an average of \$3.50 per unit, with \$1,000 for shipping. The quantity will be adjusted to ensure we stay within the allocated budget amount.

$$\begin{aligned} \$3.50 \text{ per unit} \times 10,000 \text{ units} &= \$35,000 \text{ production cost} \\ &+ \$1,000 \text{ shipping} \\ &= \$36,000 \text{ total project budget} \end{aligned}$$

DESIGNATION OF APPLICANT'S AGENT - FEMA -TX**PUBLIC ASSISTANCE**

Texas Department of Public Safety - Division of Emergency Management

Organization Name (hereafter named Organization)

City of Deer Park, Texas

Primary Agent		Secondary Agent	
Agent's Name	Robert Hemminger	Agent's Name	Gary Jackson
Organization	City of Deer Park, Texas	Organization	City of Deer Park, Texas
Official Position	Emergency Services Director	Official Position	Assistant City Manager
Mailing Address	2211 East X Street	Mailing Address	P.O. Box 700
City, State, Zip	Deer Park, TX 77536	City, State, Zip	Deer Park, TX 77536
Work Phone	281-478-7298	Work Phone	281-478-7260
Fax Number	281-478-7289	Fax Number	281-478-7217
E-Mail Address	rhemminger@deerparktx.org	E-Mail Address	gjackson@deerparktx.org
Cellular Phone	832-250-4047	Cellular Phone	281-831-2210
Pager		Pager	

The above Primary and Secondary Agents are hereby authorized to execute and file Application for Public Assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. This agent is authorized to represent and act for the Organization in all dealings with the State of Texas for all matters pertaining to such disaster assistance required by the agreements and assurances printed on the reverse side hereof.

Chief Financial Officer		Certifying Official	
Name	Donna Todd	Official's Name	Jerry L. Mouton, Jr.
Organization	City of Deer Park, Texas	Organization	City of Deer Park, Texas
Official Position	Finance Director	Official Position	Mayor
Mailing Address	P.O. Box 700	Mailing Address	P.O. Box 700
City, State, Zip	Deer Park, TX 77536	City, State, Zip	Deer Park, TX 77536
Work Phone	281-478-7225	Work Phone	281-478-7241
Fax Number	281-478-4029	Fax Number	281-478-7217
E-Mail Address	dtodd@deerparktx.org	E-Mail Address	TLS3510@sbcglobal.net
Cellular Phone	281-932-0149	Cellular Phone	832-573-6211
Pager		Pager	

Applicant's State Cognizant Agency for Single Audit purposes (If a Cognizant Agency is not assigned, please indicate):

Applicant's Fiscal Year (FY) Start

Month: **October** Day: **01**

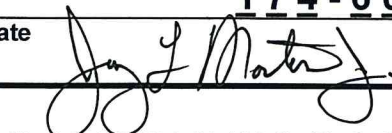
Applicant's Federal Employer's Identification Number

74-6000660

Applicant's State Payee Identification Number

174-6000660-8

Certifying Official's Signature / Date





Legislation Details (With Text)

File #: AUT 16-110 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 10/4/2016 **In control:** City Council
On agenda: 10/18/2016 **Final action:**
Title: Consideration of and action on the purchase of new security gates for the Deer Park Police Department employee parking lot.

Sponsors:

Indexes:

Code sections:

Attachments: [Hurricane fence](#)
[Lonestar Fence Gates](#)
[Pasadena Fence 1 NEW 30'CANT.GATE,AND 1-30 DOUBLE GATE](#)

Date	Ver.	Action By	Action	Result
10/18/2016	1	City Council		

Consideration of and action on the purchase of new security gates for the Deer Park Police Department employee parking lot.

Summary:

The Deer Park Police Department security gates for the employee parking lot are now 12 years old and quickly reaching the end of their operational life. Parts are now having to be ordered from Canada and take several weeks for arrival and are very costly.

After review of several bids it is recommended to hire Lone Star Fence and Construction to replace the existing barrier system with a gated system. This gated system will provide additional pedestrian security on the back parking lot. Lone Star uses two swing gates on the north entrance/exit, which will cut the time to open in half over the Hurricane quote. The gates from Lone Star also open approximately three feet per second as compared to the standard gates opening at less than one foot per second. This is critical when officers are called out of briefing to respond to an emergency call and seconds count.

Fiscal/Budgetary Impact:

The cost is \$34,845.00. Since funds were not budgeted for this purpose it is proposed that this project be funded out of the General Fund Contingency (Acct. # 10-105-4510).

Council to accept the recommendation to purchase and have installed new security gates for Police Department from Lone Star Fence and Construction.

- CUSTOM WOOD
- ORNAMENTAL
- CHAIN LINK

HURRICANE FENCE CO.

1407 Llano, Suite E • Pasadena, Texas 77504
Office: 713-910-5954 Fax: 713-910-5993

18964

CONTRACT

Approved By: _____

Date: 9-14-2016

Proposal to:

Deen Park Police Dept.

Due: _____

2911 Centen

KEY MAP NO.

Deen Park, TX

Job Location:

281

Ph. Work: 930 2120 Ph. Home: _____

Fax Number: _____

Attn: John Yetterlich

Customer P.O. #: _____

U.G. #: _____

Type Wood Fence: _____ Height: _____

Line Posts: _____ Spacing: _____ Picket Size: _____

Rails: _____ ☐ Nail ☐ S4S

☐ Dowel Material - ☐ Rough

☐ Slot ☐ Caps

Color: green vinyl Setting: _____ ☐ Bells

Chain Link - Height: 7' Line Post: _____

Rail: _____ Fabric: 9 ☐ KT ☐ BT Terminal Size: gate post

☐ No Scroll ☐ Scroll Other: 4" sch 40

Gate Frame: _____

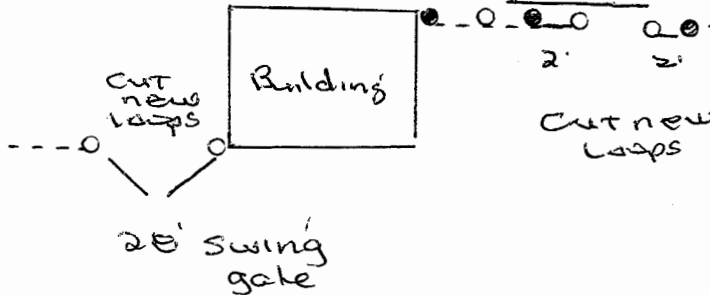
cut new loops saw cut concrete = 2900

2-1hp Elite swing gate operators = 6390

1-1hp Elite slide gate operator = 3195

21' continuous gate w/ nylon rollers 6-loop Decors = 1770

Remove old gates and operators also concrete pads = 600



Feet of Fence	@	
4-4" gate post		900
28 Feet of Gate Swing	@	2100
21 Feet of Gate continuous	@	2625
Terminal Posts	@	
Tie-ins or Break-thru's	@	
T D H A Old Fence	@	
Clearing Lines	@	
Installation Charge	@	
Underground Protection Charge	@	\$ 25.00
Sub-Total		\$
+ % Tax		
TOTAL		\$20420
- 50% Down Payment		
Pay this amount on completion		\$

PAYMENT TERMS: HEREOF ARE CASH ON COMPLETION.

NOTICE: TERMS AND CONDITIONS - Upon acceptance of this proposal, Hurricane Fence Co., the seller, agrees to erect the herein above described improvement, and upon completion of the above work, the purchaser agrees to pay seller the balance shown above. Until payment is made, it is agreed that the title and right of possession of the merchandise shall remain in seller; that the purchaser will not sell, remove or encumber the same without the written consent of seller; the purchaser assumes and shall be responsible for all loss or damage to said goods, and that upon default of payment seller may, at its option, come upon the premises and take back the merchandise and hold purchaser liable for the full unpaid balance, and if said account is placed in the hands of an attorney for collection, purchaser shall be liable for and pay all cost of court and attorney's fees in an amount equal to 20% of the balance due. It shall be the sole responsibility of purchaser to locate property boundaries and underground utility lines. Purchaser agrees to pay for any underground cut lines. Hurricane Fence Co. shall not be held liable for any encroachment of property lines or location of fence. Purchaser agrees to indemnify seller and shall defend and hold harmless Hurricane Fence Co., its agents, officers, and employees from and against all suits, actions, losses, damages, claims or liability of any character, type, or description, including all expenses of litigation, court costs and attorney fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of or occasioned by the negligent acts of Hurricane Fence Co. or its agents, officers, or employees in the execution or performance of this contract. Seller hereby disclaims any warranty of merchantability or fitness for a particular use with respect to goods and services provided under this contract. There are no agreements regarding the furnishing of materials, services, rebates or otherwise effecting this contract in any way except those mentioned above or attached hereto in writing and signed by each party. This is not an order until accepted by Hurricane Fence Co.

NOTICE: You and Your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home.

HURRICANE FENCE CO.

AUTHORIZED SIGNATURE FOR PURCHASER

Accepted By Wesley Marsh

Accepted By _____

Date 9-14-2016

Date _____

1 1/2 % per month service charge will be added to past due accounts. 1 1/2 % per month is 18% per year service charge.



Lonestar Fence & Construction

832-884-5291
www.LonestarFenceCo.com
Email - steve.lonestarfence@yahoo.com

3305 Creek Gate Dr.
League City Tx, 77573

Estimate

Number

3959

Date

Sep 15, 2016

Bill To

City Of Deer Park
Attn: John Yettevich

Deer Park Police Dept.
2911 Center St.
Deer Park Tx 77536

P.O.	Terms	Ship Via	Completion Date
Description	Qty	Unit	Ext
Automated Gate 20' automated v-track slide gate -all materials galvanized and powder coated green -green chainlink fabric to match existing fence -LiftMaster high traffic commercial grade 1HP slide gate operator -new exit and safety loops cut and wrapped -equipment will be tied to existing access control	1	7,250.00	7,250.00
Automated Gate 13' automated commercial grade swing gate -all materials galvanized and powder coated green -green chainlink to match existing fence -1 HP AC High traffic swing gate operator -all new safety and exit loops cut and wrapped -equipment will be tied to existing access control	2	7,625.00	15,250.00
Access Control ADDITIONAL COST FOR HIGH SECURITY SLIDE DRIVER -includes driverail -includes concrete pad for motor -does not include additional electrical work required to power motor	1	12,345.00	12,345.00

Total

\$34,845.00

Thank you for choosing Lonestar Fence a
& Construction.

PASADENA FENCE CO.

2722-A Dedman St.
Pasadena, TX 77503
Office: 281-998-9190 Fax: 281-998-9890

JOB#

	New Construction
	Repair/Remodeling
	Res Com
	Yes No

SOLD TO	DEER PARK POLICE DEPT.		Cross Street:	
BILLING ADDRESS:	2911 CENTER STREET		CUST PO:	
CONTACT:	JOHN	PROJECT NAME.	DATE:	9-2-16
MAIN PHONE:	281-930-2120	PROJECT ADD.	TERMS:	C.O.D.
FAX:				

Height of fence				7'Green vinyl chain link fence												of			Fence			@		
Fabric (Ga)																						@		
Rails														4-4"polyvinyl rollers						@				
Line Posts										Holes						Terminal Posts				@				
Terminal Posts											Holes				2-6 5/8"		GATE Posts		X 10'6		@			
														2-4"		X 10'6						@		
Gate Posts												Holes				1		Gate	30'Cant.gate		@			
												1		Gate	30'double gt.		@							
Grade														1-1/2 HP. viking slide gate operator										
B.W.				Y			N			IN			Out			V	2-1/2 HP . viking swing gate operators							
Gate Frame												Note: remove existing barrier arm operators and haul off												
Bottom Tension Wire																								
Contact on Site:																								
Ph:								Pgr/Mbl														Total	\$ 24,400.00	

QUOTE # 2-PROPOSED TO REPLACE 4-BARRIER ARM OPERATORS,WITH A CANT.GATE,AND A SLIDE GATE OPERATOR,AND INSTALL 1-30'DOUBLE GATE,WITH 2-SWING GATE OPERATORS

Ready	Project Start Date					Safety				Utilities Called?					Date:					Transmittal#:				
		/		/			Yes		No		Yes		No		N/A		/		/					

CONTRACT CONDITIONS:

MORE OR LESS MATERIAL OTHER THAN THE AMOUNT CONTRACTED FOR WILL BE DEBITED OR CREDITED AT CURRENT RATE.

ACCEPTANCE – The above proposal when accepted by the Company, at its main office, becomes a contract between two parties and is not subject to cancellation. Silence on the part of the Company shall not be construed as an acceptance of this proposal. In case Payment is not made as specified in (Terms of Payment) the property owner expressly gives the Company or its assignee the right to come on his property to repossess all materials used on this job without recourse, and the property owner further agrees to accept all responsibility for any damage caused by this repossession. PROPERTY OWNER is solely responsible for locating, staking, and clearing fence lines. Purchaser also agrees that the Company will not be held responsible or liable for any damage of any nature to underground obstructions, and understands there is no warranty on wood fence materials. Notice: If contract is changed after the erection crew delivers the material there will be a \$100.00 per hour charge for time lost. If contract is cancelled at 25% charge of the total contract price will be charged.

SALESMAN DENNIS EVERETT CUSTOMER



Legislation Details (With Text)

File #: AGR 16-051 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 10/11/2016 **In control:** City Council
On agenda: 10/18/2016 **Final action:**
Title: Consideration of and action on a revised agreement with First Tee of Greater Houston, Inc. for the Golf Programming Location Use Agreement at the Battleground Golf Course.
Sponsors: Scott Swigert
Indexes:
Code sections:
Attachments: [Golf Programming Location Use Agreement Revised 10.7.16](#)

Date	Ver.	Action By	Action	Result
10/18/2016	1	City Council		

Consideration of and action on a revised agreement with First Tee of Greater Houston, Inc. for the Golf Programming Location Use Agreement at the Battleground Golf Course.

Summary:

On September 20, 2016 City Council approved an agreement with the First Tee of Greater Houston to provide golf instruction, life skills and character education training to program participants at the Battleground Golf Course. The agreement is between First Tee of Greater Houston as the operator of the program and the City as the owner of the facility; however Touchstone Golf, LLC, as the operator of the course for the City, will be working directly with First Tee of Greater Houston. After Touchstone received the signed agreement from the City, they discovered a clause in the agreement that they had neglected to remove. The clause is not applicable to the Battleground Golf Course and therefore Touchstone has requested that the revised agreement be approved.

The clause states:

WHEREAS, the Chapter, the Operator, and the Owner desire to work cooperatively to raise funds for the design and construction of a green-grass learning center at the Golf Facility;

Touchstone has also requested that the agreement be termed for a three (3) year period.

Fiscal/Budgetary Impact:

N/A

Approve revised agreement with First Tee of Greater Houston, Inc. for the Golf Programming Location Use Agreement at the Battleground Golf Course.

Golf Programming Location Use Agreement
The First Tee of Greater Houston

THIS GOLF PROGRAMMING LOCATION AGREEMENT (the "Agreement") dated as of this _____ day of _____ (the "Date Hereof"), by and between **The FIRST TEE OF GREATER HOUSTON, INC.**, a Texas nonprofit corporation, doing business as The First Tee of Greater Houston (hereinafter the "Chapter"), the Texas Non-Profit Corporation Act, and **The BATTLEGROUND GOLF COURSE**, Chapter 394, Texas Local Government Code, (the "Operator").

WHEREAS, the Owner is the owner of the golf facilities at described in Exhibit A attached hereto and incorporated herein by reference (the "Golf Facility");

WHEREAS, the Owner has contracted with the Operator for the Operator to operate the Golf Facility;

WHEREAS, the Chapter is a licensee of The First Tee, a division of World Golf Foundation, Inc. ("The First Tee"), pursuant to which the Chapter is responsible for introducing the game of golf, life skills and character education to young people in Houston metropolitan area which includes the counties of Harris, Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery and Waller (the "Program Participants") by combining affordable access to golf together with The First Tee brand of curriculum which emphasizes golf's unique ability to instill and develop essential values such as honesty, integrity, sportsmanship, self-discipline, respect and a solid work ethic, and to give those young people the confidence and skills to pursue broader goals in life;

WHEREAS, the Chapter desires to establish The First Tee Education Program (the "First Tee Program") at the Golf Facility; and

WHEREAS, the Operator and the Owner find that it is in the public interest to allow the Chapter to have access to and use of the Golf Facility in order to provide the Chapter a location at which it may operate the program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein below, the receipt and sufficiency of which is hereby acknowledged, the Operator and the Chapter agree and covenant as follows:

1.Term of Agreement. The term of this Agreement shall be from the _____ day of _____ (the "Commencement Date"), continuing until the _____ day of _____, subject to termination as set forth in this Agreement.

2.Services to be provided by Operator. Operator agrees to provide the Chapter and the Program Participants access to and use of the Golf Facility for operation of the First Tee Program in accordance with the provisions of this section.

a. The Chapter shall be allowed to use the Golf Facility (i) to provide golf instruction, life skills and character education training to Program Participants at the Golf Facility for not less than _____ hours per year and not more than 750 hours per year; (ii) to organize the scheduling of all programming for Program Participants; (iii) to coordinate the certification process for all interested Participants; (iv) to prepare youth participants for The First Tee's National Life Skills Academy or other Program Participant opportunities, as applicable; (v) to coordinate all documentation for Participants eligible for college scholarships, (vi) to deliver other junior golf and educational programs the Chapter offers, and (vii) to coordinate all necessary transportation for Participants, if required.

b. Each of the Program Participants shall be allowed to play up to eight (8) rounds of nine (9) holes of golf or eighteen (18) holes of golf, as applicable, in order to obtain certification under the First Tee Program. Tee times for these rounds will be at the discretion of management from of Operator.

c. Each of the Program Participants shall be allowed to use the Golf Facilities to play non-certification rounds of golf for the reduced price of five dollars (\$5.00) per round. Such non-certification rounds of golf may be for up to eighteen (18) holes of play.

d. Each of the Program Participants shall be allowed to use the Golf Facilities for shooting practice by purchasing range balls at the reduced price of two dollars and fifty cents (\$2.50) per bag of balls per Program Participant.

e. Except for the costs set forth as the responsibility of the Chapter or as otherwise provided in this Agreement, Operator shall pay all operating costs for operating the Golf Facilities. These costs include utilities (such as water, sewer, electricity, garbage, telephone and internet; building, security system, and road maintenance costs) and management costs. Operator will also provide the applicable office, storage, and indoor programming space.

f. Nothing in this agreement shall require Operator to provide transportation for Participants.

g. Any access to or use of the Golf Facilities by the Chapter or the Program Participants shall be scheduled so as to not conflict with previously-scheduled events. The access to or use of the facilities may be limited or rescheduled by the Operator as the Operator deems necessary. Such limiting or rescheduling shall not change the total time available to the Chapter and the Program Participants to an amount of time that is less than the minimum or greater than the maximum provided for in this Agreement. Such limiting or rescheduling shall operate only to move such access to or use of the Golf Facilities to a later time or date.

3. Obligations of the Chapter and of Program Participants.

a. The Chapter shall pay the Operator \$1.00 per year as consideration for the access to and use of the Golf Facility provided by the Operator for the Chapter.

b. The Chapter will, in ongoing good faith, attempt to secure donations of golf equipment, funding, and volunteers to assist with The First Tee program activities.

c. Program Participants will pay all green fees and range ball fees before play. Such green fees and range ball fees shall be paid to and become the property of the Operator.

4. Fundraising.

a. The Chapter, the Operator, and the Owner contemplate that interested parties that are not party to this Agreement may engage in fundraising efforts to support the First Tee Program activities at the Golf Facility. The Chapter, the Operator, and the Owner may choose to allow certain mutually agreed upon interested parties who are not a party to this Agreement to use the names, logos, and trademarks belonging to the Chapter, the Operator, and the Owner for such fundraising efforts. Any fundraising activity must be approved by the club management.

b. All funds raised shall be spent on The First Tee program curriculum, equipment, or supplies based at the Golf Facility.

5. Trademarks.

a. The Chapter is hereby granted non-exclusive permission to use name, trademark and logo as shown in Exhibit "B", attached hereto and incorporated herein by reference, and subject to trademark requirements. During the term of this Agreement, the Chapter is hereby granted temporary permission to refer to itself as "The First Tee of Greater Houston at and to refer to the Facility as a "proposed facility of The First Tee of Greater Houston".

b. Operator and Owner is hereby granted non-exclusive permission to use The First Tee of Greater Houston name, trademark and logo as shown in Exhibit attached hereto and incorporated herein by reference, and subject to trademark requirements of The First Tee. During the term of this Agreement, the Operator is hereby granted temporary permission to refer to itself as "The First Tee of Greater Houston at

c. In all promotional and development efforts during this Agreement period, the parties may use promotional materials published by the other parties. Each party may not use or otherwise incorporate a trademark owned by another party except as approved in writing in advance by the party owning such trademark.

6. Indemnity.

a. The Operator does not waive or relinquish any immunity from liability, limitation of liability, or defense on its behalf, on behalf of the Owner, or on behalf of either entity's respective board members, directors, officers, managers, partners, employees, contractors, volunteers, or agents as such immunity from liability, limitation of liability, or defense may be provided by the Constitution and laws of the State of Texas as a result of the execution of this Agreement and the performance of the covenants contained herein. The Operator and the Owner shall have no liability whatsoever for the actions or omissions of the Chapter, regardless of where the actions occurred. Each party is solely responsible for the actions or omissions of its employees, officers, and agents.

b. The Chapter agrees to protect, indemnify and hold the Operator, the Owner, and their respective council members, board members, directors, officers, managers, partners, employees, contractors, volunteers, and agents harmless from and against any and all expenses, damages, claims, suits, actions, judgments, and costs including reasonable attorneys' fees, arising out of or in any way connected with the gross negligence, reckless, or intentional acts or omissions of the Chapter. The terms of this paragraph shall survive the termination of this Agreement.

c. To further protect the Operator and the Owner and to assure compliance with the provisions of this Agreement, the Chapter shall obtain and maintain or cause to be maintained at all times during the term hereof, with an insurer rated VI or higher by A.M. Best & Company, Commercial General Liability insurance, Workers

Compensation and Employers Liability and Business Auto Liability. These policies shall provide coverage against loss or liability for damages and expenses of the parties associated with or arising out of claims for damages which might result from the use or occupation or condition of the Golf Facility or of any portion thereof covered by standard Commercial General Liability Workers Compensation and Business Auto Liability policies. The kind and amounts of coverage shall be written with amounts of at least the following:

1. Commercial General Liability: \$1,000,000 per occurrence
2. Workers Compensation: Statutory
3. Employers Liability: \$500,000
4. Auto Liability (incl. property and bodily injury): \$1,000,000

d. The insurance described in this subsection shall be maintained throughout the term of this Agreement. The Chapter shall name each of the Operator and the Owner as an additional insured under the general liability policy. Upon request, the Chapter shall furnish a certificate evidencing such insurance policy and renewals thereof to the Operator and such policy shall not be canceled without written notice to the Operator provided no more than five (5) days after receipt of such notice of such cancellation by Chapter from the insurance company. Further, the Chapter shall obtain, at its sole cost and expense, such insurance coverage as it deems necessary and desirable with respect to its fixtures and personal property situated on, in or about the Golf Facility.

e. The Operator shall maintain throughout the term of this Agreement, such policy or policies of casualty insurance against such risks and in such amounts as are customary for a prudent owner or operator of like properties.

f. Each party hereby waives all claims, rights, demands or liabilities for recovery from the other party for any loss or damage whatsoever the nature, cause or extent insured under valid and collectible insurance policy or policies to

the extent of any recovery collectible under such policy or policies. The parties agree to request that their respective insurance companies waive any right of subrogation the insurance carriers may have against each other for loss sustained under the respective insurance policies.

7. Assignment of Agreement. Neither party may assign its rights under the Agreement without the express written consent of the other party, except that the Operator may assign its rights and obligations to the Owner.

8. Choice of Law. This Agreement shall be governed by Texas law and shall be binding upon and inure to the benefit of the Chapter, Operator and their duly authorized successors and assigns.

9. Nonavailability of funds. In the event the Operator or Owner fails or refuses to appropriate or expend funds necessary to perform any obligation thereunder, the Operator may terminate the contract without any penalty due by or from Operator or Owner. Notwithstanding this or any other provision of the Agreement, under no circumstances will the Operator or Owner be obligated under the Agreement to appropriate or expend funds for or in the performance of the Agreement.

10. Modification. This Agreement shall not be modified or amended except by a writing signed by all parties. This agreement constitutes the entire agreement of the parties and supersedes all prior written and oral agreements and understandings related to the subject matter herein.

11. Termination. This Agreement may be terminated upon ninety (90) days prior written Notice by either party.

12. Agreement Nonexclusive. Nothing in this Agreement shall be construed to restrict either the Chapter's activities at any other location. Nothing in this Agreement shall be construed to restrict the Operator's ability to offer any of the services or use of facilities provided to Chapter pursuant to this Agreement to any other entity, provided

that such services or use of facilities shall not infringe upon the Chapter's use of the Golf Facility.

13. Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified using the contact information set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (iii) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by fax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties, until changed by providing written Notice in accordance herewith, shall be as follows:

All notices and communications under this Agreement shall be sent to the Operator at the following:

Mike Shoelen or current General Manager

Touchstone Golf

1600 Georgia Ave

Deer Park, TX 77536

All notices and communications under this Agreement shall be sent to the Chapter at the following:

Doug Earle

Executive Director, The First Tee of Greater Houston

5810 Wilson Road, Ste. 112

Humble, TX 77396 281-454-7000 (office)

281-454-7070 (fax)

IN WITNESS WHEREOF, the parties hereby execute and deliver this Agreement as of the day and year first above written.

FIRST TEE OF GREATER HOUSTON, INC.

doing business as The First Tee of Greater Houston

By: _____

Name:

Title:

Date:

{Name, Title}

ATTEST:

{Name, Title} Date

{Name, Title} Date

ATTEST:

{Name, Title} Date

Exhibit "A"
Golf Facility

This is referred to on pg 1 paragraph 2, WHEREAS

Exhibit "B"

Park/Programming Location Names in Text:

The First Tee® of Greater Houston at Battleground Golf
Course

Golf Course Trademark/Logo:



Exhibit "C"

THE FIRST TEE OF GREATER HOUSTON NAME, TRADEMARK AND LOGO

Chapter/Programming Location Names in Text:

The First Tee® of Greater Houston at _____

Chapter Name in Text:

The First Tee® of Greater Houston

Chapter Logo:





Legislation Details (With Text)

File #: CON 16-024 **Version:** 1 **Name:**
Type: Contract **Status:** Agenda Ready
File created: 10/12/2016 **In control:** City Council
On agenda: 10/18/2016 **Final action:**
Title: Consideration of and action on a contract with the City of Deer Park and Emergency Communications Network, LLC for the CodeRED Emergency Notification System.

Sponsors:

Indexes:

Code sections:

Attachments: [Deer Park TX 10 3 2016 3 31 43 PM.pdf](#)
[CRWW Deer Park TX 9 27 2016 5 20 03 PM.pdf](#)
[IPAWS Deer Park TX 10 3 2016 3 31 52 PM.pdf](#)

Date	Ver.	Action By	Action	Result
10/18/2016	1	City Council		

Consideration of and action on a contract with the City of Deer Park and Emergency Communications Network, LLC for the CodeRED Emergency Notification System.

Summary:

The City will be making a transition to the CodeRED telephone notification system for emergency notifications for major events, emergencies, and disasters. This telephone notifications system uses the latest technology and is fully integrated with our other emergency notification systems to afford better efficiency and reliability during emergency incidents.

This service cost represents a discount of about 25% from what we have been paying to our current provider. Challenges with the current provider's level of customer service and support forced staff to begin searching for alternative solutions. This product (CodeRED) appears to be a more robust tool giving us additional capability at a lower cost.

The initial term of this agreement will be one year and two months, with subsequent extensions allowed. The initial term was chosen to carry us through the end of a calendar year, rather than having subsequent renewals occurring during hurricane season. The contract may be terminated by either party with thirty days' notice.

Fiscal/Budgetary Impact:

This service contract will represent a savings from our current vendor, and will result in a savings of about \$7,000 per year.

Staff recommends approval of this contract.

Embedded Secure Document

The file <https://cityofdeerpark.legistar.com/View.ashx?M=F&ID=4722418&GUID=18300108-A58E-4F6A-8211-A39834638157> is a secure document that has been embedded in this document. Double click the pushpin to view.



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Legislation Details (With Text)

File #: PUR 16-023 **Version:** 1 **Name:**
Type: Purchase **Status:** Agenda Ready
File created: 10/13/2016 **In control:** City Council
On agenda: 10/18/2016 **Final action:**
Title: Consideration of and action on authorization to purchase a Ladder Truck funded by the FCPEMSD from the Siddons-Martin Emergency Group through the Houston-Galveston Area Council Cooperative Purchasing Program.

Sponsors:

Indexes:

Code sections:

Attachments: [Proposal from Siddons-Martin.100716](#)

Date	Ver.	Action By	Action	Result
10/18/2016	1	City Council		

Consideration of and action on authorization to purchase a Ladder Truck funded by the FCPEMSD from the Siddons-Martin Emergency Group through the Houston-Galveston Area Council Cooperative Purchasing Program.

Summary: The FCPEMSD is requesting to purchase a new Pierce Ascendant Aerial 107-Foot Vertical Reach Ladder Truck from the Siddons-Martin Emergency Group through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program. This will replace "Ladder 22", which is 20 years old. The cost of the equipment is not-to-exceed \$1,143,243 plus the H-GAC fee of \$2,000. This equipment will be lease/purchase financed over 9-10 year period and will be funded through the FCPEMSD budget. At a later date, closer to the delivery of the equipment, bids on the lease purchase financing will be taken.

Fiscal/Budgetary Impact:

A budgeted amount of \$95,000 is included in the Fiscal Year 2016-2017 FCPEMSD Budget for the first year of the Lease Purchase financing for this equipment. This equipment will be financed through a separate and subsequent lease/purchase agreement.

Authorize the purchase of a Fire Truck funded by the FCPEMSD from the Siddons-Martin Emergency Group through the Houston-Galveston Area Council Cooperative Purchasing Program

Siddons-Martin
Emergency Group
Protecting the Southwest

3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

October 7, 2016

Don Davis, Fire Chief
Deer Park, City of
Po Box 700
Deer Park TX 77536

Proposal for Deer Park Velocity 107`

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Deer Park, City of. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Deer Park, City of and training on operation and use of the apparatus.

Description	Amount
489257-536 Deer Park Velocity Ascendant Pierce Price guaranteed for 60 days. Delivery within 12-13 months of order date. A warranty term of 60 months is included.	
Vehicle Price	\$ 1,143,243.00
H-GAC FS12-15	\$ 2,000.00
TOTAL	\$ 1,145,243.00

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

James Campbell

James Campbell

Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of Deer Park, City of, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date



Legislation Details (With Text)

File #: AGR 16-048 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 10/4/2016 **In control:** City Council
On agenda: 10/18/2016 **Final action:**
Title: Consideration of and action on an agreement with the Crime Control Prevention District (CCPD) for Personnel, Vehicles, Facilities, Equipment, and Investments.
Sponsors: City Manager's Office
Indexes:
Code sections:
Attachments: [Agreement-City & CCPD.2016-2017](#)
[Exhibit A to Agreement-CCPD Budget-2016-2017](#)

Date	Ver.	Action By	Action	Result
10/18/2016	1	City Council		

Consideration of and action on an agreement with the Crime Control Prevention District (CCPD) for Personnel, Vehicles, Facilities, Equipment, and Investments.

Summary:

In May of 2011 the citizens of Deer Park voted to create the Deer Park Crime Control Prevention District (CCPD). In November of 2011 the City Council and the CCPD Board of Directors entered into an agreement for Personnel, Vehicles, Facilities and Equipment. The CCPD has no staff and rather than duplicate services, the City and CCPD entered into this agreement, whereby, the City performs administrative services for the district such as purchasing and hiring and supervising employees. The original agreement was for the 2011-2012 fiscal year but contained a provision allowing the parties to amend the agreement. The agreement was amended four times as follows: in 2012 for FY 2012-2013, in 2013 for FY 2013-2014, in 2014 for FY 2014-2015, in 2015 for FY 2015-2016.

In May of 2016 the citizens of Deer Park voted to continue the CCPD for a period of ten (10) years. It is now proposed that a new agreement between the City and the CCPD be considered as opposed to continuing to amend the original agreement each year. The proposed new agreement is attached. The adopted FY 2016-2017 Budget is also attached as Exhibit A. Funding comes from the dedicated 1/4% sales and use tax.

Fiscal/Budgetary Impact:

The cost of all of the CCPD's programs for FY 2016-2017 will come from the dedicated CCPD 1/4% sales and use tax.

Approve the agreement.

AGREEMENT FOR PERSONNEL, VEHICLES, FACILITIES, EQUIPMENT, AND INVESTMENTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement for Personnel, Vehicles, Facilities, Equipment, and Investments (the “Agreement”) is made as of the 1st day of October, 2016, by and between the CITY OF Deer Park, a municipal corporation located in Harris County, Texas, (the “City”) and the DEER PARK CRIME CONTROL AND PREVENTION DISTRICT, a crime control and prevention district created under Chapter 363 of the Texas Local Government Code, as amended, (the “Act”) and located in Harris County, Texas, (the “District”). For and in consideration of the mutual covenants herein contained, it is agreed as follows:

Section 1. Representations and Warranties of District.

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

Section 2. Description of Programs.

The City, with the assistance of the District as herein specified, agrees to develop, organize and manage, including entering into and administering all contracts incident thereto, all the costs of a crime control and crime prevention program, including personnel, administration, expansion, enhancement, and capital expenditures.

Election and audit expense. This District will provide reimbursement to the City for the costs incurred by the City in conducting the election for the District and for annual audit fees.

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

Section 3. Program Reports.

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

Section 4. Funds to be provided by the District.

For and in consideration of the services to be provided by the City in furtherance of the District's programs identified in Section 2, the District shall provide the funds to the City for the actual costs of such programs. A summary of the funds to be provided by the District for FY 2016-17 is below. The adopted budget for FY 2016-17 is included in the attached Exhibit A.

Type of Expenditure	Amount
Personnel & Related	\$ 445,902.00
Services	93,460.00
Supplies	121,420.00
Capital Outlay	400,156.00
Transition Fund	259,062.00
Total Expenditures	\$ 1,320,000.00

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

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

Section 5. Term.

This Agreement shall be effective for a period commencing on October 1, 2016, and ending on September 30, 2017, unless sooner terminated by either party hereto pursuant to the terms hereof. The parties reserve the right to extend the term or amend this agreement upon mutual consent of the

governing bodies of both parties. Any such extension or amendment of this agreement will be in writing.

Section 6. Investments

The District has adopted an investment policy in compliance with the Texas Public Funds Investment Act, Government Code Ch. 2256 as amended (the "Investment Act"). This investment policy may be amended from time to time but any such amendments shall be in compliance with the Investment Act. The District and the City agree that the City's Director of Finance shall be designated as the investment officer for the District and that all investments of District funds shall be in compliance with Ch. 363, Section 363.206 of the Texas Local Government Code and the Investment Act.

Section 7. Termination for Cause.

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

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

Section 8. Force Majeure.

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

Section 9. Refund and Payment upon Termination.

Upon termination of this Agreement pursuant to Section 7 hereof due to an uncured default by the City, the City hereby agrees to refund all unexpended, unappropriated monies previously paid

by the District to the City pursuant to this Agreement. If at the time of termination the District owes the City monies, the District shall remit to the City the appropriate amount computed as of the effective date of the termination.

Section 10. Parties in Interest.

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

Section 11. Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce, by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 12. Compliance with Applicable Laws.

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

Section 13. Choice of Law; Venue.

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

Section 14. Notices.

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

District
Deer Park Crime Control and Prevention District
Attn: President, Board of Directors

City
City of Deer Park
Attn: City Manager
P. O. Box 700
Deer Park, Texas 77536-0700
Fax: (281) 478-7218

Section 15. Ambiguities.

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

Section 16. Captions.

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

Section 17. Entire Agreement.

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

Section 18. Assignment or Transfer of Rights or Obligations.

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

Section 19. Severability.

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

Section 20. Authority.

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

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

CITY OF DEER PARK

**DEER PARK CRIME CONTROL AND
PREVENTION DISTRICT**

JERRY MOUTON, Mayor

RAY LANDERS, President

ATTEST:

ATTEST:

SANDRA WATKINS, City Secretary

SANDRA WATKINS, Secretary

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EXHIBIT A

**CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2016-2017 ANNUAL BUDGET**

REVENUE SUMMARY

DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROJECTED 16-17
Tax Revenue	\$ 1,533,054	\$ 1,260,000	\$ 1,385,000	\$ 1,320,000
Other Revenue	17,424	-	1,600	-
Prior Year Revenue	-	1,484,863	1,225,251	-
Total Revenue	<u>\$ 1,550,478</u>	<u>\$ 2,744,863</u>	<u>\$ 2,611,851</u>	<u>\$ 1,320,000</u>

**CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2016-2017 ANNUAL BUDGET**

DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROJECTED 16-17
<u>3100 TAX REVENUE</u>				
3120 Sales Tax Revenue	\$ 1,533,054	\$ 1,260,000	\$ 1,385,000	\$ 1,320,000
Total Tax Revenue	<u>1,533,054</u>	<u>1,260,000</u>	<u>1,385,000</u>	<u>1,320,000</u>
<u>3600 OTHER REVENUE</u>				
3620 Investment Revenue	1,774	-	1,600	-
3630 Insurance Reimbursement	<u>15,650</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Other Revenue	<u>17,424</u>	<u>-</u>	<u>1,600</u>	<u>-</u>
 Prior Year Revenue	 <u>-</u>	 <u>1,484,863</u>	 <u>1,225,251</u>	 <u>-</u>
 TOTAL REVENUE	 <u>\$ 1,550,478</u>	 <u>\$ 2,744,863</u>	 <u>\$ 2,611,851</u>	 <u>\$ 1,320,000</u>

**CITY OF DEER PARK
2016-2017 ANNUAL BUDGET
CRIME CONTROL AND PREVENTION DISTRICT EXPENDITURE SUMMARY**

DEPARTMENT	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROPOSED 16-17
Total Police Services	\$ 443,329	\$ 2,744,863	\$ 2,611,851	\$ 1,320,000
TOTAL EXPENDITURES	<u>\$ 443,329</u>	<u>\$ 2,744,863</u>	<u>\$ 2,611,851</u>	<u>\$ 1,320,000</u>

**CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2016-2017 ANNUAL BUDGET**

EXPENDITURE SUMMARY

DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROPOSED 16-17
Personnel & Related	\$ 278,970	\$ 343,911	\$ 240,097	\$ 445,902
Services	65,176	92,740	72,796	93,460
Supplies	97,130	174,250	168,372	121,420
Repairs & Maintenance	-	-	-	-
Capital Outlay	2,054	2,133,962	2,130,586	400,156
Transition Fund	-	-	-	259,062
Total Expenditures	\$ 443,329	\$ 2,744,863	\$ 2,611,851	\$ 1,320,000

PERSONNEL SCHEDULE

Crime Prevention Officer	1	1	1	1
Sergeant - Investigations	0	1	1	1
Dispatcher	3	3	3	3

PROGRAM DESCRIPTION

The purpose of this special revenue district is to enhance the capability of law enforcement and to further crime prevention programs in Deer Park.

**CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2016-2017 ANNUAL BUDGET**

DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROPOSED 16-17
<u>4100 PERSONNEL & RELATED</u>				
4101 Salaries - Full Time	\$ 174,220	\$ 233,858	\$ 144,635	\$ 290,532
4104 Salaries - Overtime	30,818	5,000	15,350	13,840
4106 Social Security/Medicare	15,176	18,143	10,780	23,154
4107 TMRS	30,073	34,695	26,152	43,511
4108 Health & Life Insurance	27,379	50,200	42,055	72,324
4109 Workers Compensation	1,256	1,880	1,066	2,361
4114 Section 125 Admin Fee	48	135	59	180
4117 Health Savings Account	-	-	-	-
Total Personnel & Related	278,970	343,911	240,097	445,902
<u>4200 SERVICES</u>				
4231 Equipment Rental	-	21,600	7,200	21,600
4239 Audit Fee	2,000	2,000	2,000	2,000
4250 Training & Travel	5,980	6,323	6,270	828
4252 Dues & Fees	-	-	-	-
4252 Vehicle Registrations	-	-	57	1,436
4279 Software - Other	57,196	62,817	57,269	65,626
4290 Contract Labor	-	-	-	1,970
Total Services	65,176	92,740	72,796	93,460
<u>4300 SUPPLIES</u>				
4304 Data Processing Supplies	-	-	-	699
4305 Printing	-	8,500	1,842	-
4307 Postage	2	135	1,751	185
4308 Small Tools & Minor Equipment	90,379	164,815	164,779	120,536
4311 Uniforms	-	800	-	-
4314 Protective Clothing	6,750	-	-	-
Total Supplies	97,130	174,250	168,372	121,420
<u>4400 REPAIRS & MAINTENANCE</u>				
4402 Machinery & Equipment	-	-	-	-
Total Repairs & Maintenance	-	-	-	-
<u>4900 CAPITAL OUTLAY</u>				
4902 Buildings	-	1,650,000	1,648,906	-
4904 Machinery & Equipment	-	168,672	168,500	194,360
4906 Automobiles & Light Trucks	-	265,318	263,208	205,796
4908 Lease Purchase	2,054	49,972	49,972	-
Total Capital Outlay	2,054	2,133,962	2,130,586	400,156

CITY OF DEER PARK
CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
2016-2017 ANNUAL BUDGET

DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROPOSED 16-17
TOTAL OPERATING BUDGET	443,329	2,744,863	2,611,851	1,060,938
Transition Fund	-	-	-	259,062
TOTAL EXPENDITURES	<u>\$ 443,329</u>	<u>\$ 2,744,863</u>	<u>\$ 2,611,851</u>	<u>\$ 1,320,000</u>

CITY OF DEER PARK
2016 - 2017 CRIME CONTROL DISTRICT BUDGET

4100 - PERSONNEL & RELATED			
4101	Salaries - Full Time		\$ 290,532
	Various Benefits (Total)		141,530
4104	Overtime		13,840
	TOTAL PERSONNEL		445,902
4200 - SERVICES			
4231	Rental Vehicles for ProAct Team & CID Sergeant		21,600
4239	Annual Audit		2,000
4250	Training		828
	OSHA High Voltage Training for ProAct Member	828	
4252	Vehicle Registrations for PD Fleet		1,436
4279	Software - Other		65,626
	OSSI Agency Licensing Fee	41,478	
	OSSI Consortium Fee	17,500	
	Cellebrite UFED Annual License Renewal	1,099	
	Extended Warranty for Dispatch Equipment	5,549	
4290	Contract Labor		1,970
	Programming Dispatch Consolettes (2)	1,970	
	TOTAL SERVICES		93,460
4300 - SUPPLIES			
4304	Supplies		699
	Watch Guard DVD Burner Supplies/ DVD's & Ink	699	
4307	Postage		185
4308	Equipment		120,536
	Watch Guard DVD Burner for Records	4,554	
	Task Chairs for Dispatch (3)	1,816	
	Desk for new CID office	2,383	
	Radars for Patrol Tahoes (4)	8,723	
	Equipment for new Tahoes (5)	67,041	
	Plastix Plus Cargo Boxes for new Tahoes (5)	12,936	
	New Crossing Guard Radios (25)	13,850	
	Portable Alert System	9,233	
	TOTAL SUPPLIES		121,420
4900 - CAPITAL OUTLAY			
4904	Specialized Equipment		194,360
	Watch Guard In-Car Video System (8)	51,409	
	Data Lux Computer System for Patrol Tahoes (8)	74,611	
	LPR Hardmounted Devices (4)	68,340	
4906	Vehicles		205,796
	Patrol Tahoes (5) & Ford Taurus (1)	205,796	
	TOTAL CAPITAL OUTLAY		400,156
0000 - TRANSITION FUND			
	Transition Fund	259,062	
	TOTAL TRANSITION FUND		259,062
	TOTAL BUDGETED EXPENDITURES		\$ 1,320,000



Legislation Details (With Text)

File #: AGR 16-050 **Version:** 1 **Name:**

Type: Agreement **Status:** Agenda Ready

File created: 10/10/2016 **In control:** City Council

On agenda: 10/18/2016 **Final action:**

Title: Consideration of and action on an agreement with the Fire Control, Prevention and Emergency Medical Services District (FCPEMSD) for Personnel, Vehicles, Facilities, Equipment, and Investments.

Sponsors: City Manager's Office

Indexes:

Code sections:

Attachments: [Agreement-City & FCPEMSD.2016-2017](#)
[Exhibit A to Agreement-FCPEMSD- 2016-2017](#)

Date	Ver.	Action By	Action	Result
10/18/2016	1	City Council		

Consideration of and action on an agreement with the Fire Control, Prevention and Emergency Medical Services District (FCPEMSD) for Personnel, Vehicles, Facilities, Equipment, and Investments.

Summary:

In May of 2011 the citizens of Deer Park voted to create the Deer Park Fire Control, Prevention and Emergency Medical Services District. In November of 2011 the City Council and the FCPEMSD Board of Directors entered into an agreement for Personnel, Vehicles, Facilities and Equipment. The FCPEMSD has no staff and rather than duplicate services, the City and FCPEMSD entered into this agreement, whereby, the City performs administrative services for the district such as purchasing and hiring and supervising employees. The original agreement was for the 2011-2012 fiscal year but contained a provision allowing the parties to amend the agreement. The agreement was amended four times as follows: in 2012 for FY 2012-2013, in 2013 for FY 2013-2014, in 2014 for FY 2014-2015, in 2015 for FY 2015-2016.

In May of 2016 the citizens of Deer Park voted to continue the FCPEMSD for a period of ten (10) years. It is now proposed that a new agreement between the City and the FCPEMSD be considered as opposed to continuing to amend the original agreement each year. The proposed new agreement is attached. The adopted FY 2016-2017 Budget is also attached as Exhibit A. Funding comes from the dedicated 1/4% sales and use tax.

Fiscal/Budgetary Impact:

The cost of all of the FCPEMSD's programs for FY 2016-2017 will come from the dedicated FCPEMSD 1/4% sales and use tax.

Approve the agreement.

AGREEMENT FOR PERSONNEL, VEHICLES, FACILITIES, EQUIPMENT, AND INVESTMENTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement for Personnel, Vehicles, Facilities, Equipment, and Investments (the “Agreement”) is made as of the 1st day of October, 2016, by and between the CITY OF DEER PARK, a municipal corporation located in Harris County, Texas, (the “City”) and the DEER PARK FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, a fire control, prevention, and emergency medical services district created under Chapter 344 of the Texas Local Government Code, as amended, (the “Act”) and located in Harris County, Texas, (the “District”). For and in consideration of the mutual covenants herein contained, it is agreed as follows:

Section 1. Representations and Warranties of District.

- a) The District is engaged in an on-going effort to provide new resources to finance programs of the District consistent with Section 344.151 of the Act.
- b) The District covenants that it shall actively work to productively coordinate its activities with the City in an effort to reduce duplication of services.
- c) The District represents and warrants that it has been properly created and is duly authorized pursuant to the Act to enter into this Agreement.

Section 2. Description of Programs.

The City, with the assistance of the District as herein specified, agrees to develop, organize and manage, including entering into and administering all contracts incident thereto, all the costs of a fire control, prevention, and emergency medical services district program, including costs for personnel, administration, expansion, enhancement, and capital expenditures.

Election and audit expense. This District will provide reimbursement to the City for the costs incurred by the City in conducting the election for the District and for annual audit fees.

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

Section 3. Program Reports.

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

Section 4. Funds to be provided by the District.

For and in consideration of the services to be provided by the City in furtherance of the District's programs identified in Section 2, the District shall provide the funds to the City for the actual costs of such programs. A summary of the funds to be provided by the District for FY 2016-17 is below. The adopted budget for FY 2016-17 is included in the attached Exhibit A.

Type of Expenditure	Fire Services	EMS	Fire Marshal	Total
Personnel & Related	\$0.00	\$565,740.00	\$84,276.00	\$650,016.00
Services	106,000.00	84,330.00	36,300.00	226,630.00
Supplies	113,100.00	63,066.00	2,000.00	178,166.00
Repairs & Maint.	94,000.00	45,500.00	7,000.00	146,500.00
Capital Outlay	256,000.00	168,000.00	11,000.00	435,000.00
Total Expenditures	\$569,100.00	\$926,636.00	\$140,576.00	\$1,636,312.00

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

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

Section 5. Term.

This Agreement shall be effective for a period commencing on October 1, 2016, and ending on September 30, 2017, unless sooner terminated by either party hereto pursuant to the terms hereof. The parties reserve the right to extend the term or amend this agreement upon mutual consent of the governing bodies of both parties. Any such extension or amendment of this agreement will be in writing.

Section 6. Investments

The District has adopted an investment policy in compliance with the Texas Public Funds Investment Act, Government Code Ch. 2256 as amended (the "Investment Act"). This investment policy may be amended from time to time but any such amendments shall be in compliance with the Investment Act. The District and the City agree that the City's Director of Finance shall be designated as the investment officer for the District and that all investments of District funds shall be in compliance with Ch. 363, Section 363.206 of the Texas Local Government Code and the Investment Act.

Section 7. Termination for Cause.

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

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

Section 8. Force Majeure.

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

Section 9. Refund and Payment upon Termination.

Upon termination of this Agreement pursuant to Section 7 hereof due to an uncured default by the City, the City hereby agrees to refund all unexpended, unappropriated monies previously paid by the District to the City pursuant to this Agreement. If at the time of termination the District owes the City monies, the District shall remit to the City the appropriate amount computed as of the effective date of the termination.

Section 10. Parties in Interest.

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

Section 11. Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce, by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 12. Compliance with Applicable Laws.

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

Section 13. Choice of Law; Venue.

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

Section 14. Notices.

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

District

Deer Park Fire Control, Prevention, and Emergency Medical Services District
Attn: President, Board of Directors

City
City of Deer Park
Attn: City Manager
P. O. Box 700
Deer Park, Texas 77536-0700
Fax: (281) 478-7218

Section 15. Ambiguities.

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

Section 16. Captions.

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

Section 17. Entire Agreement.

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

Section 18. Assignment or Transfer of Rights or Obligations.

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

Section 19. Severability.

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

Section 20. Authority.

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

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

CITY OF DEER PARK

**DEER PARK FIRE CONTROL,
PREVENTION AND EMERGENCY
MEDICAL SERVICES DISTRICT**

JERRY MOUTON, Mayor

SAM PIPKIN, President

ATTEST:

ATTEST:

SANDRA WATKINS, City Secretary

SANDRA WATKINS, Secretary

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EXHIBIT A

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2016-2017 ANNUAL BUDGET

REVENUE SUMMARY

	ACTUAL	BUDGET	ESTIMATED	PROJECTED
	14-15	15-16	15-16	16-17
Tax Revenue	\$ 1,528,224	\$ 1,260,000	\$ 1,385,000	\$ 1,320,000
Other Revenue	725	-	-	-
Prior Year Revenue	-	53,285	-	316,312
Total Revenue	\$ 1,528,949	\$ 1,313,285	\$ 1,385,000	\$ 1,636,312

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2016-2017 ANNUAL BUDGET

	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROJECTED 16-17
<u>3100 TAX REVENUE</u>				
3120 Sales Tax Revenue	\$ 1,528,224	\$ 1,260,000	\$ 1,385,000	\$ 1,320,000
Total Tax Revenue	<u>1,528,224</u>	<u>1,260,000</u>	<u>1,385,000</u>	<u>1,320,000</u>
<u>3600 OTHER REVENUE</u>				
3620 Investment Revenue	<u>725</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Other Revenue	<u>725</u>	<u>-</u>	<u>-</u>	<u>-</u>
Prior Year Revenue	<u>-</u>	<u>53,285</u>	<u>-</u>	<u>316,312</u>
TOTAL REVENUE	<u>\$ 1,528,949</u>	<u>\$ 1,313,285</u>	<u>\$ 1,385,000</u>	<u>\$ 1,636,312</u>

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2016-2017 ANNUAL BUDGET

EXPENDITURE SUMMARY

DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	REQUESTED 16-17	PROPOSED 16-17
Personnel & Related	\$ 299,600	\$ 430,029	\$ 429,631	\$ 648,773	\$ 650,016
Services	159,796	197,130	190,600	226,630	226,630
Supplies	281,722	134,750	129,100	174,666	178,166
Repairs & Maintenance	99,983	168,000	139,500	151,500	146,500
Other Operating Expenditures	-	90,000	90,000	-	-
Capital Outlay	1,500	300,000	359,075	433,500	435,000
Total Expenditures	\$ 842,602	\$ 1,319,909	\$ 1,337,906	\$ 1,635,069	\$ 1,636,312

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2016-2017 ANNUAL BUDGET

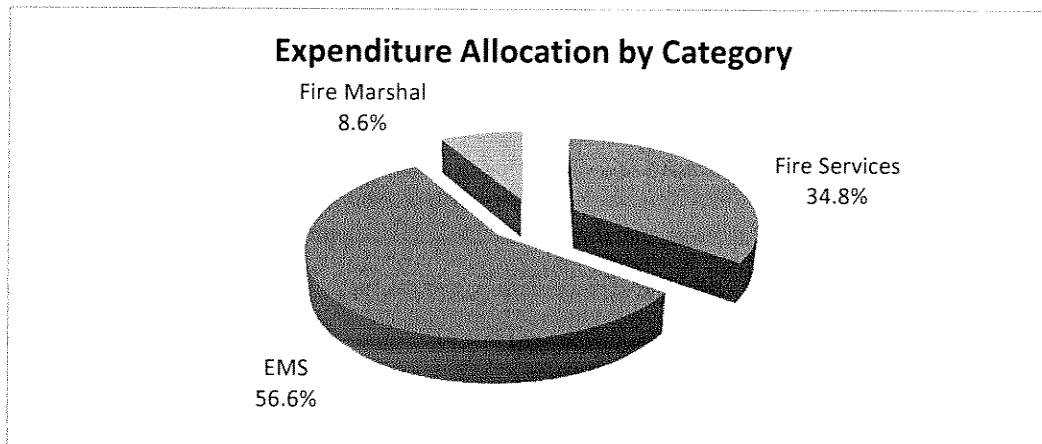
DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	REQUESTED 16-17	PROPOSED 16-17
<u>4100 PERSONNEL & RELATED</u>					
4101 Salaries - Full Time	\$ 187,676	\$ 272,589	\$ 259,750	\$ 373,615	\$ 374,644
4102 Salaries - Part Time	-	-	-	-	-
4104 Salaries - Overtime	35,583	32,000	63,650	86,000	86,000
4106 Social Security/Medicare	16,854	23,193	24,400	35,033	35,102
4107 TMRS	32,722	44,355	43,700	64,065	65,703
4108 Health & Life Insurance	13,794	46,320	33,400	80,208	78,744
4109 Workers Compensation	6,619	4,813	2,741	7,737	7,753
4114 Section 125 Admin Fee	6,353	6,759	45	180	135
4117 Health Savings Account	-	-	1,945	1,935	1,935
Total Personnel & Related	299,600	430,029	429,631	648,773	650,016
<u>4200 SERVICES</u>					
4219 Mobile Technology	-	-	-	12,000	12,000
4239 Audit Fees	2,000	2,000	2,000	2,000	2,000
4252 Dues & Fees	3,706	5,130	4,500	5,130	5,130
4254 Inspections & Permits	14,935	13,000	13,000	13,000	13,000
4255 Community/Employee Affairs	3,195	8,500	7,300	8,500	8,500
4256 Santa Around Town	646	-	-	-	-
4279 Software - Other	19,164	21,700	21,000	30,700	30,700
4290 Contract Labor	116,151	146,800	142,800	155,300	155,300
Total Services	159,796	197,130	190,600	226,630	226,630
<u>4300 SUPPLIES</u>					
4301 Office Supplies	-	2,000	500	2,000	2,000
4303 Operational Supplies	14,341	19,100	16,500	40,100	40,100
4307 Postage	7	100	100	100	100
4308 Small Tools & Minor Equipment	202,328	32,050	32,500	57,966	61,466
4314 Protective Clothing	65,046	70,000	70,000	70,000	70,000
4346 Election Supplies	-	5,000	5,000	-	-
4348 Books	-	6,500	4,500	4,500	4,500
Total Supplies	281,722	134,750	129,100	174,666	178,166

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2016-2017 ANNUAL BUDGET

DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	REQUESTED 16-17	PROPOSED 16-17
<u>4400 REPAIRS & MAINTENANCE</u>					
4401 Vehicles	34,372	52,000	42,000	43,000	43,000
4402 Machinery & Equipment	17,574	34,000	31,500	48,500	48,500
4404 Buildings	29,351	37,000	26,000	18,000	18,000
4405 Radios	4,470	10,000	8,000	15,000	10,000
4413 Drill Field	14,216	28,000	25,000	20,000	20,000
4430 Furniture & Fixtures	-	7,000	7,000	7,000	7,000
Total Repairs & Maintenance	99,983	168,000	139,500	151,500	146,500
<u>4500 OTHER OPERATING EXP.</u>					
4510 Contingency	-	30,000	30,000	-	-
4511 Salary Contingency	-	60,000	60,000	-	-
Total Other Operating Exp.	-	90,000	90,000	-	-
<u>4900 CAPITAL OUTLAY</u>					
4903 Improvements Other Than Bldgs.	-	-	-	156,000	156,000
4904 Machinery & Equipment	-	110,000	87,000	14,500	16,000
4906 Automobiles & Light Trucks	-	-	-	-	-
4907 Large Trucks/Heavy Rolling Stock	-	190,000	272,075	263,000	263,000
4908 Lease Purchase	1,500	-	-	-	-
4941 Consulting Engineer Fee	-	-	-	-	-
Total Capital Outlay	1,500	300,000	359,075	433,500	435,000
TOTAL EXPENDITURES	\$ 842,602	\$ 1,319,909	\$ 1,337,906	\$ 1,635,069	\$ 1,636,312

**CITY OF DEER PARK
2016-2017 ANNUAL BUDGET
FIRE CONTROL, PREVENTION AND EMS DISTRICT EXPENDITURE SUMMARY**

DEPARTMENT	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROPOSED 16-17
<u>FIRE SERVICES</u>				
Personnel & Related	\$ -	\$ -	\$ -	\$ -
Services	33,939	75,000	100,000	106,000
Supplies	276,945	105,600	100,900	113,100
Repairs & Maintenance	83,141	118,000	94,000	94,000
Other Operating Expenditures	-	90,000	90,000	-
Capital Outlay	1,500	60,000	57,000	256,000
Total Fire Services	395,525	448,600	441,900	569,100
<u>EMERGENCY MEDICAL SERVICES</u>				
Personnel & Related	218,792	341,050	355,925	565,740
Services	105,413	96,830	66,500	84,330
Supplies	4,777	27,150	26,500	63,066
Repairs & Maintenance	16,567	42,000	39,000	45,500
Capital Outlay	-	240,000	302,075	168,000
Total Emergency Medical Services	345,549	747,030	790,000	926,636
<u>FIRE MARSHAL</u>				
Personnel & Related	80,808	88,979	73,706	84,276
Services	20,445	25,300	24,100	36,300
Supplies	-	2,000	1,700	2,000
Repairs & Maintenance	275	8,000	6,500	7,000
Capital Outlay	-	-	-	11,000
Total Fire Marshal	101,528	124,279	106,006	140,576
TOTAL EXPENDITURES	\$ 842,602	\$ 1,319,909	\$ 1,337,906	\$ 1,636,312



**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2016-2017 ANNUAL BUDGET**

EXPENDITURE SUMMARY

304 - FIRE SERVICES

DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROPOSED 16-17
Personnel & Related	\$ -	\$ -	\$ -	\$ -
Services	33,939	75,000	100,000	106,000
Supplies	276,945	105,600	100,900	113,100
Repairs & Maintenance	83,141	118,000	94,000	94,000
Other Operating Expenditures	-	90,000	90,000	-
Capital Outlay	1,500	60,000	57,000	256,000
Total Expenditures	\$ 395,525	\$ 448,600	\$ 441,900	\$ 569,100

PROGRAM DESCRIPTION

Fire Services include fire suppression and EMS services for the protection of life and property against fire and other disasters. The City currently has three fire stations.

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2016-2017 ANNUAL BUDGET**

304 - FIRE SERVICES

DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROPOSED 16-17
<u>4100 PERSONNEL & RELATED</u>				
4101 Salaries - Full Time	\$ -	\$ -	\$ -	\$ -
4102 Salaries - Part Time	-	-	-	-
4104 Salaries - Overtime	-	-	-	-
4106 Social Security/Medicare	-	-	-	-
4107 TMRS	-	-	-	-
4108 Health & Life Insurance	-	-	-	-
4109 Workers Compensation	-	-	-	-
Total Personnel & Related	-	-	-	-
<u>4200 SERVICES</u>				
4219 Mobile Technology	-	-	-	6,000
4239 Audit Fees	2,000	2,000	2,000	2,000
4252 Dues & Fees	-	1,000	500	1,000
4254 Inspections & Permits	14,935	13,000	13,000	13,000
4255 Community & Employee Awards	3,195	5,000	4,500	-
4256 Santa Around Town	646	-	-	-
4279 Softare - Other	706	-	-	-
4290 Contract Labor	12,458	54,000	80,000	84,000
Total Services	33,939	75,000	100,000	106,000
<u>4300 SUPPLIES</u>				
4301 Office Supplies	-	2,000	500	2,000
4303 Operational Supplies	14,341	6,000	5,000	13,000
4307 Postage	7	100	100	100
4308 Small Tools & Minor Equipment	197,551	17,500	16,800	25,000
4314 Protective Clothing	65,046	70,000	70,000	70,000
4346 Election Supplies	-	5,000	5,000	-
4348 Books	-	5,000	3,500	3,000
Total Supplies	276,945	105,600	100,900	113,100

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2016-2017 ANNUAL BUDGET**

304 - FIRE SERVICES

DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROPOSED 16-17
<u>4400 REPAIRS & MAINTENANCE</u>				
4401 Vehicles	31,685	26,000	20,000	23,000
4402 Machinery & Equipment	3,419	10,000	8,000	16,000
4404 Buildings	29,351	37,000	26,000	18,000
4405 Radios	4,470	10,000	8,000	10,000
4413 Drill Field	14,216	28,000	25,000	20,000
4430 Furniture & Fixtures	-	7,000	7,000	7,000
Total Repairs & Maintenance	<u>83,141</u>	<u>118,000</u>	<u>94,000</u>	<u>94,000</u>
<u>4500 OTHER OPERATING EXP.</u>				
4510 Contingency	-	30,000	30,000	-
4511 Salary Contingency	-	60,000	60,000	-
Total Other Operating Expenditures	<u>-</u>	<u>90,000</u>	<u>90,000</u>	<u>-</u>
<u>4900 CAPITAL OUTLAY</u>				
4903 Improvements Other Than Bldgs.	-	-	-	156,000
4904 Machinery & Equipment	-	60,000	57,000	5,000
4906 Automobiles & Light Trucks	-	-	-	-
4907 Large Trucks/Heavy Rolling Stock	-	-	-	95,000
4908 Lease Purchase	1,500	-	-	-
4941 Consulting Engineer Fee	-	-	-	-
Total Capital Outlay	<u>1,500</u>	<u>60,000</u>	<u>57,000</u>	<u>256,000</u>
TOTAL EXPENDITURES	<u>\$ 395,525</u>	<u>\$ 448,600</u>	<u>\$ 441,900</u>	<u>\$ 569,100</u>

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2016-2017 ANNUAL BUDGET**

EXPENDITURE SUMMARY

305 - EMERGENCY MEDICAL SERVICES

DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROPOSED 16-17
Personnel & Related	\$ 218,792	\$ 341,050	\$ 355,925	\$ 565,740
Services	105,413	96,830	66,500	84,330
Supplies	4,777	27,150	26,500	63,066
Repairs & Maintenance	16,567	42,000	39,000	45,500
Capital Outlay	-	240,000	302,075	168,000
Total Expenditures	\$ 345,549	\$ 747,030	\$ 790,000	\$ 926,636

PERSONNEL SCHEDULE

EMS Captain	0	0	0	2
Paramedic Supervisor	2	2	2	0
Paramedics	0	2	2	4

PROGRAM DESCRIPTION

Emergency Medical Services include emergency medical treatment and ambulance transportation as needed.

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2016-2017 ANNUAL BUDGET**

305 - EMERGENCY MEDICAL SERVICES

DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROPOSED 16-17
<u>4100 PERSONNEL & RELATED</u>				
4101 Salaries - Full Time	\$ 133,739	\$ 217,623	\$ 205,000	\$ 317,801
4102 Salaries - Part Time	-	-	-	-
4104 Salaries - Overtime	34,993	26,000	62,800	80,000
4106 Social Security/Medicare	12,744	18,550	20,150	30,323
4107 TMRS	24,731	35,476	36,100	56,735
4108 Health & Life Insurance	7,489	39,696	28,500	72,732
4109 Workers Compensation	5,049	3,570	2,030	6,724
4114 Section 125 Admin Fee	48	135	45	135
4117 Health Savings Account	-	-	1,300	1,290
Total Personnel & Related	<u>218,792</u>	<u>341,050</u>	<u>355,925</u>	<u>565,740</u>
<u>4200 SERVICES</u>				
4219 Mobile Technology	-	-	-	4,000
4252 Dues & Fees	3,706	4,130	4,000	4,130
4255 Community & Employee Awards	-	-	-	5,000
4279 Software - Other	15,014	17,700	17,500	17,700
4290 Contract Labor	<u>86,693</u>	<u>75,000</u>	<u>45,000</u>	<u>53,500</u>
Total Services	<u>105,413</u>	<u>96,830</u>	<u>66,500</u>	<u>84,330</u>
<u>4300 SUPPLIES</u>				
4301 Office Supplies	-	-	-	-
4303 Operational Supplies	-	12,600	11,000	26,600
4308 Small Tools & Minor Equipment	4,777	13,050	14,500	34,966
4348 Books	<u>-</u>	<u>1,500</u>	<u>1,000</u>	<u>1,500</u>
Total Supplies	<u>4,777</u>	<u>27,150</u>	<u>26,500</u>	<u>63,066</u>
<u>4400 REPAIRS & MAINTENANCE</u>				
4401 Vehicles	2,412	21,000	18,000	16,000
4402 Machinery & Equipment	<u>14,156</u>	<u>21,000</u>	<u>21,000</u>	<u>29,500</u>
Total Repairs & Maintenance	<u>16,567</u>	<u>42,000</u>	<u>39,000</u>	<u>45,500</u>

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2016-2017 ANNUAL BUDGET

305 - EMERGENCY MEDICAL SERVICES

DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROPOSED 16-17
<u>4900 CAPITAL OUTLAY</u>				
4904 Machinery & Equipment	-	50,000	30,000	-
4907 Large Trucks/Heavy Rolling Stock	-	190,000	272,075	168,000
Total Capital Outlay	-	240,000	302,075	168,000
 TOTAL EXPENDITURES	 <u>\$ 345,549</u>	 <u>\$ 747,030</u>	 <u>\$ 790,000</u>	 <u>\$ 926,636</u>

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2016-2017 ANNUAL BUDGET**

EXPENDITURE SUMMARY

307 - FIRE MARSHAL

DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROPOSED 16-17
Personnel & Related	\$ 80,808	\$ 88,979	\$ 73,706	\$ 84,276
Services	20,445	25,300	24,100	36,300
Supplies	-	2,000	1,700	2,000
Repairs & Maintenance	275	8,000	6,500	7,000
Capital Outlay	-	-	-	11,000
Total Expenditures	\$ 101,528	\$ 124,279	\$ 106,006	\$ 140,576

PERSONNEL SCHEDULE

Fire Marshal Inspector	1	1	1	1
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PROGRAM DESCRIPTION

The Fire Marshal's office is responsible for inspections and enforcement of the City's Fire Code as well as fire investigations. The Fire Marshal also designs and presents fire safety education programs in the community.

**CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2016-2017 ANNUAL BUDGET**

307 - FIRE MARSHAL

DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROPOSED 16-17
<u>4100 PERSONNEL & RELATED</u>				
4101 Salaries - Full Time	\$ 53,937	\$ 54,966	\$ 54,750	\$ 56,843
4104 Salaries - Overtime	590	6,000	850	6,000
4106 Social Security/Medicare	4,110	4,643	4,250	4,779
4107 TMRS	7,992	8,879	7,600	8,968
4108 Health & Life Insurance	6,305	6,624	4,900	6,012
4109 Workers Compensation	1,570	1,243	711	1,029
4114 Section 125 Admin Fee	6,305	6,624	-	-
4117 Health Savings Account	-	-	645	645
Total Personnel & Related	<u>80,808</u>	<u>88,979</u>	<u>73,706</u>	<u>84,276</u>
<u>4200 SERVICES</u>				
4219 Mobile Technology	-	-	-	2,000
4255 Community/Employee Affairs	-	3,500	2,800	3,500
4279 Software - Other	3,445	4,000	3,500	13,000
4290 Contract Labor	<u>17,000</u>	<u>17,800</u>	<u>17,800</u>	<u>17,800</u>
Total Services	<u>20,445</u>	<u>25,300</u>	<u>24,100</u>	<u>36,300</u>
<u>4300 SUPPLIES</u>				
4303 Operational Supplies	-	500	500	500
4308 Small Tools & Minor Equipment	<u>-</u>	<u>1,500</u>	<u>1,200</u>	<u>1,500</u>
Total Supplies	<u>-</u>	<u>2,000</u>	<u>1,700</u>	<u>2,000</u>
<u>4400 REPAIRS & MAINTENANCE</u>				
4401 Vehicles	275	5,000	4,000	4,000
4402 Machinery & Equipment	<u>-</u>	<u>3,000</u>	<u>2,500</u>	<u>3,000</u>
Total Repairs & Maintenance	<u>275</u>	<u>8,000</u>	<u>6,500</u>	<u>7,000</u>

CITY OF DEER PARK
FIRE CONTROL, PREVENTION AND EMS DISTRICT (FCPEMSD)
2016-2017 ANNUAL BUDGET

307 - FIRE MARSHAL

DESCRIPTION	ACTUAL 14-15	BUDGET 15-16	ESTIMATED 15-16	PROPOSED 16-17
<u>4900 CAPITAL OUTLAY</u>				
4904 Machinery & Equipment	-	-	-	11,000
4906 Automobiles & Light Trucks	-	-	-	-
Total Capital Outlay	-	-	-	11,000
 TOTAL EXPENDITURES	 <u>\$ 101,528</u>	 <u>\$ 124,279</u>	 <u>\$ 106,006</u>	 <u>\$ 140,576</u>

**CITY OF DEER PARK
2016 - 2017 FIRE CONTROL DISTRICT BUDGET**

304 - FIRE SERVICES

4200 - SERVICES			
4219	Air cards for iPads		\$ 6,000
4239	Annual Audit		2,000
4252	Banking Fees		1,000
4254	Breathing air testing, inspection and repairs		13,000
4290	Contract Labor		84,000
	Fire Personnel Services	70,000	
	Annual Hose Testing	5,000	
	Annual Ladder Testing	4,000	
	Drill Field Janitorial Maintenance	5,000	
	TOTAL SERVICES		<u>106,000</u>
4300 - SUPPLIES			
4301	Office Supplies		2,000
4303	Operational Supplies		13,000
4307	Postage		100
4308	Equipment		25,000
	Small equipment replacement/repairs	5,500	
	Replacement hose due to failure	3,000	
	Nozzles, SCBA masks	3,000	
	Equipment lift for Maintenance Shop	4,000	
	Miscellaneous	2,000	
	Slide out tray for bed area of Unit 430	4,000	
	Outboard boat motor	3,500	
4314	Protective Clothing		70,000
	Bunker gear (coats & pants)	54,000	
	NFPA gloves/rescue gloves	6,000	
	Boots	4,000	
	Suspenders, shields, etc.	2,000	
	Helmets	4,000	
4348	Books		3,000
	TOTAL SUPPLIES		<u>113,100</u>
4400- REPAIRS & MAINTENANCE			
4401	Vehicles		23,000
	Replacement tires	5,000	
	Repairs	7,000	
	Preventative Maintenance	5,000	
	Unforeseen Maintenance	6,000	
4402	Machinery & Equipment		16,000
	Ice machine preventive maintenance	6,000	
	Miscellaneous repairs and maintenance	10,000	
4404	Building		18,000
	Building generator load testing/maintenance	10,000	
	Miscellaneous repairs and maintenance	8,000	
4405	Radios		10,000
	Repair of radios & equipment	10,000	
4413	Drill Field		20,000
	Consumables (hay, propane, etc.)	4,000	
	Jaws supplies (cars, towing, etc.)	3,000	
	Prop maintenance	2,000	
	Heat tiles, mannequins, etc.	2,000	
	LPG Fuel	5,000	
	Miscellaneous repairs and maintenance	4,000	
4430	Furniture & Fixtures		7,000
	Repair/replace furniture at 3 stations	7,000	
	TOTAL REPAIRS & MAINTENANCE		<u>94,000</u>
4900 - CAPITAL OUTLAY			
4903	Improvements Other Than Buildings		156,000
	Remodel Fire Station 1	15,000	
	Replace generator Fire Station 2	34,000	
	Pagenite panels, beams, etc.	75,000	
	Extend driveway to maintenance bay (storage)	32,000	
4904	Machinery & Equipment		5,000
	Mobile vehicle radio for new EMS Unit	5,000	
4907	Large Trucks & Rolling Stock		95,000
	Replace Ladder Truck 22	95,000	
	TOTAL CAPITAL OUTLAY		<u>256,000</u>
	TOTAL BUDGETED EXPENDITURES		<u>\$ 569,100</u>

**CITY OF DEER PARK
2016 - 2017 FIRE CONTROL DISTRICT BUDGET**

305 - EMERGENCY MEDICAL SERVICES

4100 -	PERSONNEL & RELATED		
4101	Salaries - Full Time	\$	317,801
	Various Benefits (Total)		167,939
4104	Overtime		80,000
	TOTAL PERSONNEL		565,740
4200 -	SERVICES		
4219	Air cards for iPads		4,000
4252	Dues and Fees		4,130
	CLIA Lab Fees	150	
	Ambulance License Renewal (4 units)	730	
	Ambulance Renewal Application Fee	500	
	Health Stream (EMS Continuing Education)	2,500	
	SETRAC Annual Dues	250	
4255	Community Awards		5,000
	EMS Week, Fire Responders Appreciation, etc.	5,000	
4279	Software - Other		17,700
	TriTech Annual Fees	5,800	
	ESO Solutions	6,400	
	Gateway EDI	1,500	
	EMS Technology	1,800	
	ESO Solutions bi-directional data exchange	1,000	
	EMS Simulator (SimMan)	1,200	
4290	Contract Labor		53,500
	EMS Personnel Services	53,500	
	TOTAL SERVICES		84,330
4300 -	SUPPLIES		
4303	Operational Supplies		26,600
	EMS medical supplies, medications, etc.	16,000	
	Disposable PPE, spider straps	500	
	C-Spine immobilization equipment	500	
	Gloves, cleaning supplies, etc. (warehouse)	2,000	
	Cyano-kits cyanide exposure treatment kits (4)	3,600	
	Miscellaneous supplies	4,000	
4308	Equipment		34,966
	EMS Back Boards	1,000	
	Replacement gear bags	3,000	
	Rescue tool replacement	2,500	
	Vehicle storage bins, shelves, etc.	4,000	
	Steer-Lock upgrades for stretchers	3,179	
	XPS Retrofit kits for stretchers	8,637	
	Foot supports for Stryker Stair Chairs	738	
	Training supplies	2,912	
	Vehicle graphics, etc. for new unit	6,000	
	Miscellaneous equipment	3,000	
4348	Books		1,500
	TOTAL SUPPLIES		63,066
4400-	REPAIRS & MAINTENANCE		
4401	Vehicles		16,000
	Tires	6,000	
	Preventative Maintenance	5,000	
	Unforeseen Maintenance	5,000	
4402	Machinery & Equipment		29,500
	LP-15 and AED maintenance	18,000	
	Stretcher maintenance	10,000	
	Miscellaneous repairs and maintenance	1,500	
	TOTAL REPAIRS & MAINTENANCE		45,500
4900 -	CAPITAL OUTLAY		
4907	Large Trucks & Rolling Stock		168,000
	Ambulance Chassis	120,000	
	Replacement/reassignment vehicle	48,000	
	TOTAL CAPITAL OUTLAY		168,000
	TOTAL BUDGETED EXPENDITURES	\$	926,636

**CITY OF DEER PARK
2016 - 2017 FIRE CONTROL DISTRICT BUDGET**

307 - FIRE MARSHAL

4100 -	PERSONNEL & RELATED		
4101	Salaries - Full Time		\$ 56,843
	Various Benefits (Total)		21,433
4104	Overtime		6,000
	TOTAL PERSONNEL		<u>84,276</u>
4200 -	SERVICES		
4219	Air cards for iPads		2,000
4255	Community Awards		3,500
	Contest awards, fire prevention parade, etc.	3,500	
4279	Software - Other		13,000
	Firehouse Annual Subscription	5,000	
	Firehouse module to download dispatch info.	8,000	
4290	Contract Labor		17,800
	Monthly stipends (4 inspectors)	16,800	
	Document scanning of records	1,000	
	TOTAL SERVICES		<u>36,300</u>
4300 -	SUPPLIES		
4303	Operational Supplies		500
4308	Equipment		1,500
	Shovels, rakes, etc.	500	
	PR Props (Sparky, etc.)	1,000	
	TOTAL SUPPLIES		<u>2,000</u>
4400-	REPAIRS & MAINTENANCE		
4401	Vehicles		4,000
	Tires	2,000	
	Preventative Maintenance	1,000	
	Unforeseen Maintenance	1,000	
4402	Machinery & Equipment		3,000
	Fire prevention prop trailer	1,000	
	Fire prevention investigation trailer	2,000	
	TOTAL REPAIRS & MAINTENANCE		<u>7,000</u>
4900 -	CAPITAL OUTLAY		
4904	Machinery & Equipment		11,000
	Patches & Pumper Super Motors Package (animated Dalmatian and remote control pumper)	11,000	
	TOTAL CAPITAL OUTLAY		<u>11,000</u>
	TOTAL BUDGETED EXPENDITURES		<u><u>\$ 140,576</u></u>



Legislation Details (With Text)

File #: APT 16-011 **Version:** 1 **Name:**

Type: Appointment **Status:** Agenda Ready

File created: 9/27/2016 **In control:** City Council

On agenda: 10/18/2016 **Final action:**

Title: Consideration of and action on appointing an alternate City of Deer Park Representative to Houston-Galveston Area Council (H-GAC) General Assembly and Board of Directors.

Sponsors: Jerry Mouton Jr.

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/18/2016	1	City Council		

Consideration of and action on appointing an alternate City of Deer Park Representative to Houston-Galveston Area Council (H-GAC) General Assembly and Board of Directors.

Summary:

Presently, Councilman Thane Harrison serves as the City's Representative and Councilman Bill Patterson serves as the City's Alternate to the H-GAC General Assembly and Board of Directors. Mayor Mouton recommends both men continue to serve in their current capacity.

Fiscal/Budgetary Impact:

n/a

Confirm Mayor Mouton's nomination of Thane Harrison as the City's Representative and Bill Patterson as the City's Alternate Representative to the H-GAC General Assembly and Board of Directors.



Legislation Details (With Text)

File #:	ORD 16-105	Version:	1	Name:	
Type:	Ordinance	Status:		Agenda Ready	
File created:	10/10/2016	In control:		City Council	
On agenda:	10/18/2016	Final action:			
Title:	Consideration of and action on an ordinance appointing three members of the Deer Park Community Development Corporation.				
Sponsors:	City Manager's Office				
Indexes:					
Code sections:					
Attachments:	Community Development Corporation-Appoint Members-10-2016				

Date	Ver.	Action By	Action	Result
10/18/2016	1	City Council		

Consideration of and action on an ordinance appointing three members of the Deer Park Community Development Corporation.

Summary:

The Deer Park Development Corporation is responsible for administering the proceeds of the dedicated Type B economic development sales and use tax for public park purposes and events. While this development corporation has the power to expend the proceeds of the Type B sales tax for purposes authorized by the Development Corporation Act and the voters, City Council retains authority to approve all programs and expenditures of the corporation.

The City Council appoints a board of seven (7) directors of the corporation. On June 2, 2015 City Council approved Ordinance 3723 appointing 7 members to the Deer Park Community Development Corporation for a term of one or two years. The 7 appointees were: Sue Mauk, T. J. Haight, Scott Sotelo, Jeff Lawther, Doug Burgess, Brad Wells, and Georgette Ford. The Council did not specify which members would have one or two year terms. On August 18, 2015 the DPCDC held its organizational meeting, approved bylaws, elected officers and drew lots to select positions on the Board pursuant to Sec. 2.1 of the Board bylaws which states:

"2.1 Number, Appointment, and Term of Office. The business and affairs of the corporation shall be managed by a board of seven (7) directors (the "Board"). Directors shall be appointed by the City Council, and at least three (3) directors must not be employees, officers, or members of the City Council. Each member of the Board shall serve at the pleasure of the City Council for a term of two years. Places 1, 3, 5, and 7 will be appointed in odd- numbered years, and Places 2, 4, and 6 appointed in even numbered years. The initial directors shall draw lots to determine places. Terms begin on October 1 of each year."

The places drawn were as follows: Sue Mauk, Position 1; T. J. Haight, Position 2; Scott Sotelo, Position 3; Jeff Lawther, Position 4; Doug Burgess, Position 5; Brad Wells, Position 6 and Georgette Ford, Position 7. This would mean that T.J.Haight, Position 2; Jeff Lawther, Position 4 and Brad Wells, Position 6 drew for one year terms, which are now up for reappointment. These three members have been contacted and are all willing to serve another two year term if appointed by Council,

Fiscal/Budgetary Impact:

N/A

Approve the ordinance appointing three members of the Deer Park Community Development Corporation.

ORDINANCE NO. _____

AN ORDINANCE APPOINTING THREE BOARD MEMBERS OF THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION OF THE CITY OF DEER PARK, TEXAS, FOR A TERM OF TWO YEARS; AND DECLARING AN EMERGENCY.

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

1. That T.J. Haight, Position 2, Jeff Lawther, Position 4, and Brad Wells, Position 6, be and they are each hereby appointed as members of the Deer Park Community Development Corporation of the City of Deer Park, Texas, for a term of two years.

2. That the right to terminate the aforesaid appointments is hereby reserved by the City Council of the City of Deer Park, Texas, and may be exercised by it at its will, with or without good cause.

3. 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, Government Code of the State of Texas.

4 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 board members of the Deer Park Community Development Corporation be appointed immediately so that the Deer Park Community Development Corporation of the City of Deer Park can proceed without interruption and assure to the public the continuance of the administration of said Corporation, thereby creating an emergency, for which the Charter requirements 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

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

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

Type: Ordinance **Status:** Agenda Ready

File created: 10/5/2016 **In control:** City Council

On agenda: 10/18/2016 **Final action:**

Title: Consideration of and action on an ordinance authorizing the issuance and sale of the City of Deer Park, Texas, Certificates of Obligation, Series 2016-A; levying a tax and providing for the security and payment thereof; authorizing the execution and delivery of a purchase agreement and a paying agent/registrant agreement; and enacting other provisions relating thereto.

Sponsors: City Manager's Office

Indexes:

Code sections:

Attachments: [2016-A CO - Draft Ordinance 10.18.16](#)

Date	Ver.	Action By	Action	Result
10/18/2016	1	City Council		

Consideration of and action on an ordinance authorizing the issuance and sale of the City of Deer Park, Texas, Certificates of Obligation, Series 2016-A; levying a tax and providing for the security and payment thereof; authorizing the execution and delivery of a purchase agreement and a paying agent/registrant agreement; and enacting other provisions relating thereto.

Summary: As included in the FY 2016-2017 Budget and in accordance with Resolution No. 2016-09 authorizing publication of the City's intention to issue Certificates of Obligation and approving the preparation of the Preliminary Official Statement, the City plans to proceed with the issuance of Certificates of Obligation, Series 2016-A. Proceeds from these certificates are planned for renovations to the City's wastewater treatment plant, force main and gravity flow manhole reconstruction, and water and sewer lines. The related professional services for these projects and the costs of issuance will also be funded from the proceeds of the Certificates.

The attached ordinance, which authorizes the issuance and sale of the Certificates, is in draft form since the pricing of the Certificates of Obligation will take place the morning of October 18, 2016, the day of the City Council meeting. The pricing and other information will be updated and the final ordinance will be available prior to the meeting. John Robuck with BOK Financial Services, Inc., the City's Financial Advisor, will be in attendance at the workshop preceding this meeting to present the results of the sale. Jonathan Frels from Bracewell LLP, the City's Bond Counsel, will also be in attendance to review any questions on the legal documentation.

Fiscal/Budgetary Impact:

The FY 2016-2017 Budget includes a proposed issue of \$7,100,000 with an associated debt service payment of \$439,963 estimated for the fiscal year. Revenues from the Water and Sewer Fund are budgeted to fund this payment.

Approve the ordinance authorizing the issuance and sale of the City of Deer Park, Texas, Certificates of Obligation, Series 2016-A.

ORDINANCE NO. ____

AUTHORIZING THE
ISSUANCE OF

CITY OF DEER PARK, TEXAS
CERTIFICATES OF OBLIGATION
SERIES 2016-A

Adopted: October 18, 2016

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1.	Definitions.....	2
Section 1.2.	Findings.....	4
Section 1.3.	Table of Contents, Titles, and Headings.	4
Section 1.4.	Interpretation.....	4

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1.	Tax Levy.	5
Section 2.2.	Debt Service Fund.....	5
Section 2.3.	Pledge of Revenues.....	5

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE CERTIFICATES

Section 3.1.	Authorization.	6
Section 3.2.	Date, Denomination, Maturities, and Interest.	6
Section 3.3.	Medium, Method, and Place of Payment.....	7
Section 3.4.	Execution and Registration of Certificates.	8
Section 3.5.	Ownership.	9
Section 3.6.	Registration, Transfer, and Exchange.	9
Section 3.7.	Cancellation.	10
Section 3.8.	Replacement Certificates.	10
Section 3.9.	Book-Entry-Only System.....	11
Section 3.10.	Successor Securities Depository; Transfer Outside Book-Entry- Only System.....	12
Section 3.11.	Payments to Cede & Co.....	12

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1.	Limitation on Redemption.	12
Section 4.2.	Optional Redemption.	12
Section 4.3.	[Mandatory Sinking Fund Redemption.	13
Section 4.4.	Partial Redemption.....	13
Section 4.5.	Notice of Redemption to Owners.	14
Section 4.6.	Payment Upon Redemption.	14

Section 4.7.	Effect of Redemption.....	15
Section 4.8.	Lapse of Payment.....	15

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1.	Appointment of Initial Paying Agent/Registrar.....	15
Section 5.2.	Qualifications.....	16
Section 5.3.	Maintaining Paying Agent/Registrar.	16
Section 5.4.	Termination.....	16
Section 5.5.	Notice of Change to Owners.....	16
Section 5.6.	Agreement to Perform Duties and Functions.....	16
Section 5.7.	Delivery of Records to Successor.	16

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1.	Form Generally.	17
Section 6.2.	Form of the Certificates.	17
Section 6.3.	CUSIP Registration.....	23
Section 6.4.	Legal Opinion.	24

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1.	Sale of Certificates.....	24
Section 7.2.	Deposit of Proceeds.	24
Section 7.3.	Control and Delivery of Certificates.....	25
Section 7.4.	Official Statement.	25

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1.	Payment of the Certificates.....	25
Section 8.2.	Other Representations and Covenants.	25
Section 8.3.	Provisions Concerning Federal Income Tax Exclusion.....	26

ARTICLE IX

DISCHARGE

Section 9.1.	Discharge.	28
--------------	-----------------	----

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports.	28
Section 10.2. Event Notices.	29
Section 10.3. Limitations, Disclaimers and Amendments.	30

ARTICLE XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance.	31
Section 11.2. Partial Invalidity.	32
Section 11.3. Repealer.	32
Section 11.4. Individuals Not Liable.	32
Section 11.5. Related Matters.	32
Section 11.6. Force and Effect.	32

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF DEER PARK, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2016-A; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended (the "Act"), the City of Deer Park, Texas (the "City"), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property within the City, in combination with a limited pledge of a subordinate lien on the net revenues of the City's waterworks and sanitary sewer system (the "System") in an amount not to exceed \$1,000 as authorized by the Act and Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City in accordance with the laws of the State of Texas, which notice provided that the principal amount of such certificates of obligation would not exceed \$7,500,000 and the proceeds would be used for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.1 hereof; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the issuance of the Certificates on October 18, 2016; and

WHEREAS, no petition of any kind has been filed with the Deputy City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance 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, as amended; therefore,

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.

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

“Bond Counsel” means Bracewell LLP.

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

“Certificate” or “Certificates” means the City’s certificates of obligation entitled, “City of Deer Park, Texas, Certificates of Obligation, Series 2016-A” authorized to be issued by Section 3.1 of this Ordinance.

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

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

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

“Dated Date” means November 1, 2016.

“Debt Service Fund” means the debt service fund established by Section 2.2 of this Ordinance.

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

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

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

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

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the principal of the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 15 and September 15 of each year, commencing on March 15, 2017.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the revenues to be derived from the System, after the payment of all operation and maintenance expenses thereof.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

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

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, N.A., Dallas, Texas or any successor thereto as provided in this Ordinance.

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

“Purchase Agreement” means the purchase contract, between the City and the Underwriter, pertaining to the sale of the Certificates.

“Record Date” means the last Business Day of the month next preceding an Interest Payment Date.

“Register” means the bond register specified in Section 3.6(a) of this Ordinance.

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

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

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

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

“System” as used in this Ordinance means the City’s waterworks and sanitary sewer system.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Certificates as the same becomes due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates for ninety (90) days after the applicable payment or redemption date.

“Underwriter” means Coastal Securities, Inc.

Section 1.2. Findings.

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

Section 1.3. Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

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

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

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

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1. Tax Levy.

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

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

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

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

Section 2.2. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Deer Park, Texas, Certificates of Obligation, Series 2016-A, Debt Service Fund" (the "Debt Service Fund") with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

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

Section 2.3. Pledge of Revenues.

The Net Revenues to be derived from the operation of the System in an amount not to exceed One Thousand Dollars (\$1,000) are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized

heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates. The revenues of the System available after the payment of all operation and maintenance expenses of the System, any debt service payable from gross revenues, net revenues of the System, if any, as well as other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations may be used for any lawful purpose of the City.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1. Authorization.

The City's "City of Deer Park, Texas Certificates of Obligation, Series 2016-A" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended. The Certificates shall be issued in the aggregate principal amount of \$7,100,000 for 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.

Section 3.2. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the Dated Date. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Certificate, which shall be numbered I-1.

(b) The Certificates shall mature on March 15 in the years and in the principal amounts set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$_____	_____%	2027	\$_____	_____%
2018	_____	_____	2028	_____	_____
2019	_____	_____	2029	_____	_____
2020	_____	_____	2030	_____	_____
2021	_____	_____	2031	_____	_____
2022	_____	_____	2032	_____	_____
2023	_____	_____	2033	_____	_____

2024	_____	_____	2034	_____	_____
2025	_____	_____	2035	_____	_____
2026	_____	_____	2036	_____	_____

(c) Interest shall accrue and be paid on each Certificate respectively until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date, computed on the basis of a 360-day year composed of twelve 30-day months.

Section 3.3. Medium, Method, and Place of Payment.

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

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

(c) The principal of each Certificate shall be paid to the Owner thereof on the Maturity Date or upon prior redemption upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the fifteenth day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the

applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6, Texas Property Code.

Section 3.4. Execution and Registration of Certificates.

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

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

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one initial Certificate (the "Initial Certificate"), representing the entire principal amount of the Certificates, payable in stated installments to the Underwriter or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and the Secretary or Deputy City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Underwriter or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel such Initial Certificate and deliver to DTC on behalf of the Underwriter registered definitive Certificates as described in Section 3.9. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.5. Ownership.

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

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

Section 3.6. Registration, Transfer, and Exchange.

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

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

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange.

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

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

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

Section 3.7. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of such cancelled Certificates in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.8. Replacement Certificates.

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

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

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

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

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

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

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or

indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

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

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

Section 3.9. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each maturity. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the

provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

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

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

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

Section 3.11. Payments to Cede & Co.

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

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.2. Optional Redemption.

(a) The City has reserved the right to redeem at its option the Certificates maturing on and after March 15, [2027], in whole or from time to time in part before their respective scheduled maturity dates, on March 15, [2026], or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Certificates to be redeemed.

Section 4.3. Mandatory Sinking Fund Redemption.

(a) The Certificates designated as “Term Certificates” in the form of Certificate contained in Section 6.2(a) (“Term Certificates”), are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the form of Certificate contained in Section 6.2(a).

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.3 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Section 4.4. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.2 hereof, the City shall determine the maturity or maturities (or mandatory sinking fund payment with respect to Term Certificates) and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

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

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.5. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding.

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

Section 4.6. Payment Upon Redemption.

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

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

Section 4.7. Effect of Redemption.

(a) When Certificates have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same.

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

Section 4.8. Lapse of Payment. Money set aside for the redemption of the Certificates and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as its initial registrar and transfer agent (the "Paying Agent/Registrar") to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Ordinance.

(c) The City hereby approves and the Mayor or Mayor Pro Tem and the Deputy City Secretary are hereby authorized to execute and deliver a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar.

Section 5.2. Qualifications.

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

Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

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

Section 5.4. Termination.

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

Section 5.5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

Section 5.7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

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

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

Section 6.2. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF HARRIS

CITY OF DEER PARK, TEXAS
CERTIFICATE OF OBLIGATION
SERIES 2016-A

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP NUMBER:
_____ % March 15, 20__ November 1, 2016 _____

The City of Deer Park (the "City"), in the County of Harris, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the maturity date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Dated Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 15 and September 15 of each year, commencing on March 15, 2017.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying Agent/ Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date. In the event of a

nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a "Business Day"), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of **[\$7,100,000]** (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the costs associated with the repair and renovation of, the construction of improvements to and the equipment of the City's water and sewer system, and the cost of professional services incurred in connection therewith.

The City has reserved the right to redeem the Certificates maturing on and after March 15, **[2027]**, in whole or from time to time in part before their respective scheduled maturity dates, on March 15, **[2026]**, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Certificates maturing on March 15, 20__ (the "Term Certificates") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>\$ Term Certificates Maturing March 15, 20</u>	
<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
March 15, 20__	\$ _____
March 15, 20__ (Maturity)	\$ _____

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates

having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Certificates to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

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

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the

same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the revenues to be derived from the operation of the City's waterworks and sanitary sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), are pledged to the payment of the principal of and interest on the Certificates in an amount not to exceed \$1,000; provided, however, that such pledge is junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor or Mayor Pro Tem of the City and countersigned by the manual or facsimile signature of the Deputy City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

[Deputy]¹ City Secretary
City of Deer Park, Texas

Mayor [Pro Tem]¹
City of Deer Park, Texas

[SEAL]

¹ Delete if the Mayor executes or the City Secretary attests the Initial Certificate.

(b) Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Certificate, and that this Certificate has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below" and "CUSIP NUMBER _____" deleted; and

(ii) in the first paragraph of the Certificate, the words "on the maturity date specified above, the sum of _____ DOLLARS" and shall be deleted and the following will be inserted: "on March 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

(Information to be inserted from schedule in Section 3.2 of the Ordinance)

(iii) the Initial Certificate shall be numbered I-1.

Section 6.3. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may the printing of such numbers

on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor bond counsel to the City are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.4. Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Certificate over the certification of the Deputy City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1. Sale of Certificates.

(a) The Certificates are hereby sold and awarded and shall be delivered to the Underwriter at the price of \$_____ (representing the par amount of the Certificates, plus net premium in the amount of \$_____, less an underwriting discount of \$_____) plus accrued interest to the Closing Date, on the terms specified in the Purchase Agreement. The form, terms and provisions of the Purchase Agreement are hereby approved and the Mayor or Mayor Pro Tem is hereby authorized and directed to execute and deliver such Purchase Agreement. It is hereby found, determined and declared that the terms of this sale are the most advantageous reasonably available. The Certificates shall be initially registered in the name of the Underwriter or its designee.

(b) The obligation of the Underwriter to accept delivery of the Certificates is subject to the Underwriter being furnished with the final, approving opinion of Bond Counsel to the City, which opinion shall be dated and delivered the Closing Date.

Section 7.2. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) Certificate proceeds in the amount of \$_____ shall be used for the purposes set forth in Sections 3.1(i) and (ii).

(b) Certificate proceeds in the amount of \$_____ shall be used to pay the costs of issuance.

(c) Certificate proceeds in the amount of \$_____ shall be used to pay the Underwriter's Discount.

(d) Accrued interest in the amount of \$_____ shall be deposited to the Debt Service Fund.

(e) Any amounts remaining after accomplishing such purposes and paying costs of issuance shall be deposited for the purposes described in subsection (a) above.

Section 7.3. Control and Delivery of Certificates.

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

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

Section 7.4. Official Statement.

The City hereby ratifies and approves the form and content and distribution of the Preliminary Official Statement as presented to the City, and the Preliminary Official Statement is deemed final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934. The City hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriter (with such appropriate variations as shall be approved by the Assistant City Manager or his designee and the Underwriter) is hereby approved and authorized and the proper officials of the City are authorized to sign such Official Statement and deliver a certificate pertaining to such Official Statement, if necessary.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1. Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 8.2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will

promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

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

Section 8.3. Provisions Concerning Federal Income Tax Exclusion.

(a) General. The City intends that the interest on the Certificates be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Certificates to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation or (ii) result in the violation of or failure to satisfy any applicable provision of Section 103 and 141 through 150 of the Code. In particular, the City covenants and agrees to comply with each requirement of this Section 8.3; provided, however, that the City will not be required to comply with any particular requirement of this Section 8.3 if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates or (ii) compliance with some other requirement will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion will constitute compliance with the corresponding requirement specified in this Section 8.3.

(b) No Private Use or Payment and No Private Loan Financing. The City will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be "private activity bonds" within the meaning of section 141 of the Code. The City covenants and agrees that it will make such use of the proceeds of the Certificates, including interest or other investment income derived from Certificate proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Certificates will not be "private activity bonds" within the meaning of section 141 of the Code.

(c) No Federal Guaranty. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Certificates to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) Certificates Are Not Hedge Bonds. The City covenants and agrees not to take any action, or knowingly omit to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively,

would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations.

(e) No-Arbitrage Covenant. The City will certify, through an authorized officer, employee or agent that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be “arbitrage bonds” within the meaning of section 148(a) of the Code. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Certificates including interest or other investment income derived from Certificate proceeds, regulate investments of proceeds of the Certificates, and take such other and further action as may be required so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Arbitrage Rebate. If the City does not qualify for an exception to the requirements of Section 148(f) of the Code, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Certificates (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Certificates as may be required to calculate the amount earned on the investment of the gross proceeds of the Certificates separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys do not represent gross proceeds of any Certificates of the City, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Certificates that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Certificates or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code.

(h) Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Certificates until three years after the last Certificate is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance

programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Certificates by the Internal Revenue Service.

(i) Registration. The Certificates will be issued in registered form.

(j) Deliberate Actions. The City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to fail to meet any requirement of section 141 of the Code after the issue date of the Certificates unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, the City takes such remedial action and the City receives a Counsel's Opinion that such remedial action cures any failure to meet the requirements of section 141 of the Code and the Regulations promulgated thereunder.

(k) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of this Section 8.3 will survive the defeasance and discharge of the Certificates for so long as such matters are relevant to the exclusion from gross income of interest on the Certificates for federal income tax purposes.

ARTICLE IX

DISCHARGE

Section 9.1. Discharge.

The Certificates may be defeased, discharged or refunded in any manner now or hereafter permitted by applicable law.

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports.

(a) The City agrees to provide to the MSRB, in electronic format, accompanied by identifying information as prescribed by the MSRB, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the City of the general type included in the final Official Statement under the headings "INVESTMENT AUTHORITY AND INVESTMENT OBJECTIVES OF THE CITY – Current Investments," "TAX DATA," "CITY TAX DEBT" (except under the subheading "Estimated Overlapping Debt"), "SELECTED FINANCIAL DATA" and including financial statements of the City if audited financial statements of the City are then available, and (ii) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the rules to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any

such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 10.2. Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of the holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 10.1 of this Ordinance by the time required by such Section.

Section 10.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 10.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance.

Bond Counsel is hereby authorized to make any changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

Section 11.2. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11.3. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 11.4. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11.5. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the Deputy City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient in order to consummate the delivery of the Certificates, pay the costs of issuance on the Certificates, and effectuate the terms and purposes of this Ordinance.

Section 11.6. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE this 18th day of October, 2016.

Deputy City Secretary
City of Deer Park, Texas

Mayor
City of Deer Park, Texas

[SEAL]

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

City Attorney
City of Deer Park, Texas

*Signature Page to Ordinance No. _____ Authorizing Issuance of
City of Deer Park, Texas, Certificates of Obligation, Series 2016-A*

CERTIFICATE FOR ORDINANCE

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 18th day of October, 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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF DEER PARK, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2016-A; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

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

_____ Member(s) of City Council shown present above voted “Aye.”

_____ Member(s) of City Council shown present above voted “No.”

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance 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 ordinance; 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 ordinance 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 18th day of October, 2016.

Deputy City Secretary
City of Deer Park, Texas



Legislation Details (With Text)

File #: ORD 16-102 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 10/3/2016 **In control:** City Council
On agenda: 10/18/2016 **Final action:**
Title: Consideration of and action on an ordinance amending Section 106-25(b)(c) of the Code of Ordinances pertaining to water and sewer rates.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [Ord - Water Sewer Rates 10.18.16](#)

Date	Ver.	Action By	Action	Result
10/18/2016	1	City Council		

Consideration of and action on an ordinance amending Section 106-25(b)(c) of the Code of Ordinances pertaining to water and sewer rates.

Summary:

The City's water and sewer rates were last updated in September 2015. The financial forecast used as the basis for the most recent water and sewer rate study completed in 2015 included a series of five annual bond issues for water and sewer capital projects. The study concluded that implementation of a succession of rate increases beginning in fiscal year 2016 was the most prudent measure to accommodate funding for the long-term debt schedule. A five percent (5%) across the board rate increase in water and sewer rates was implemented in fiscal year 2016 and is again recommended for the Fiscal Year 2016-2017. The new rates are expected to generate sufficient revenues for the operational and capital needs of the Water and Sewer Fund in this new budget year. The impact of a five percent (5%) water and sewer rate increase on an average customer is as follows:

Minimum Residential/Commercial Usage	2,000 gallons/month	\$1.14/month increase
Average Residential Usage	5,657 gallons/month	\$2.82/month increase
Average Residential Usage (summer peak)	6,934 gallons/month	\$3.41/month increase
Average Commercial Usage	49,365 gallons/month	\$22.93/month increase
Average Commercial Usage (summer peak)	50,995 gallons/month	\$23.68/month increase

As stated in the attached ordinance, the new rates would be effective for all water passing through the meter after November 1, 2016. Based on the individual billing cycles, the City will begin collecting revenues based on the new rates in January 2017.

Fiscal/Budgetary Impact:

The water and sewer rates in the Fiscal Year 2016-2017 budget include a five percent (5%) rate increase.

Review and adopt the ordinance changing the City's Code of Ordinances for water and sewer rates.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN PORTIONS OF SECTION 106-25 (b)(c) OF THE CODE OF ORDINANCES OF THE CITY OF DEER PARK, TEXAS, CONCERNING WATER AND SEWER RATES; PROVIDING EFFECTIVE DATES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.

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

ARTICLE I.

Effective for all water passing through the meter after November 1, 2016, Section 106-25 (b) (c) of the Code of Ordinances of the City of Deer Park, Texas are hereby amended so that they shall hereafter read as follows:

(b) **Water Rates:** Each consumer of water furnished by the City shall pay to the City for water passing through the meter of any such consumer at the following rates, due and payable on or before the twentieth day after the date of the City's statement therefore:

- (1) For the first two thousand (2,000) gallons or fraction thereof, at the rate of eleven dollars and thirty cents (\$11.87) per billing period, per unit, which shall be the minimum charge per billing period whether or not said water is used;
- (2) For all over two thousand (2,000) gallons, at the rate of four dollars and thirty-seven cents (\$4.59) per unit, per billing period, for each one thousand (1,000) gallons.

All water that passes through the meter shall be charged for at the above rates, whether or not used.

(c) **Sewer Rates:** Each consumer shall pay to the City for sanitary sewer service furnished by it to the same premises:

- (1) At the rate of eleven dollars and thirty cents (\$11.87) per billing period, per unit, for the first two thousand (2,000) gallons, or fraction thereof, of water used, plus an additional four dollars and seventy cents (\$4.94) per billing period, per unit, for each additional one thousand (1,000) gallons, or fraction thereof, of water used after the first two thousand (2,000) gallons passing through the water meter of such consumer.

ARTICLE II.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

ARTICLE III.

If any provision, exception, section, subsection, paragraph, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances shall, for any reason, be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this Ordinance, or their application to other persons or sets of circumstances and, to this end, all provisions of this Ordinance are declared to be severable.

ARTICLE IV.

It is hereby officially found and determined that the meeting at which this Ordinance was adopted, was open to the public and the 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.

ARTICLE V.

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, safety and welfare, in that it is necessary to amend the provisions of the Code of Ordinances regulating water and sewer service, so as to facilitate the furnishing of an adequate supply of water for consumption and fire fighting in the City of Deer Park, Texas, and to dispose of the sewer wastes, 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

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 16-103 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 10/4/2016 **In control:** City Council
On agenda: 10/18/2016 **Final action:**
Title: Consideration of and action on an ordinance amending Appendix B (Schedule of Fees) for the monthly drainage utility fee.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [Ord - Monthly Drainage Utility Fee 10.18.16](#)

Date	Ver.	Action By	Action	Result
10/18/2016	1	City Council		

Consideration of and action on an ordinance amending Appendix B (Schedule of Fees) for the monthly drainage utility fee.

Summary:

The City established the Municipal Storm Water Drainage Utility System and the related monthly drainage utility fee in September 2012. Section 106.604(e) of Appendix B - Schedule of Fees was updated to reflect the monthly billing rate of \$1.32 per Equivalent Residential Unit (ERU). This billing rate is commonly referred to as the storm water fee and is shown in the Schedule of Fees as "the monthly billing rate for residential and nonresidential property, per ERU." The rate of \$1.32 per ERU has not been updated since inception. To support the operations and capital expenditures of the Storm Water Fund, it is necessary to implement a rate increase at this time. To accommodate the current and future needs of the Storm Water Drainage Utility System, a ten percent (10%) increase is recommended for the Fiscal Year 2016-2017 budget year. This would increase the cost from \$1.32 to \$1.45 per ERU. The new rate would be effective on November 1, 2016, and the City would begin collecting revenues based on the new rate in December 2016.

Fiscal/Budgetary Impact:

The storm water fee in the Fiscal Year 2016-2017 budget includes a ten percent (10%) rate increase.

Review and adopt the ordinance changing Appendix B - Schedule of Fees for the monthly drainage utility fee.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DEER PARK SETTING THE MONTHLY DRAINAGE UTILITY FEES; AND DECLARING AN EMERGENCY.

I.

WHEREAS, the City of Deer Park has established a municipal drainage utility system; and

WHEREAS, on September 18, 2012 the City Council established a monthly drainage utility rate for residential and nonresidential property at a rate of \$1.32 per ERU (Equivalent Residential Unit); and

WHEREAS, desiring to amend the monthly drainage utility rate, the City Council hereby sets the monthly drainage utility rate for the property owners within the City for the drainage utility system fees as follows:

Section 106.604(e):

- 1.** Residential property shall be charged at a rate of one (1) ERU per month regardless of Impervious Area on the property.
- 2.** Non-Residential property shall be charged at a rate based on Impervious Area determination for each property.
- 3.** The monthly billing rates for Residential and Non-Residential property shall be \$1.45 per ERU.

II.

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.

III.

The City Council finds that this Ordinance relates to set drainage utility rates immediately to provide funds to prevent flooding 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