



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

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

James Stokes, City Manager  
Sara Robinson, Assistant City Manager

Jerry Mouton Jr. , Mayor

Angela Smith, City Secretary  
Jim Fox, City Attorney

AMENDED AGENDA

Ordinance No. 4514

Resolution No. 24-08

## CALL TO ORDER

*The 1850th meeting of the Deer Park City Council.*

## INVOCATION

## PLEDGE OF ALLEGIANCE

## COMMENTS FROM AUDIENCE

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

## PRESENTATIONS

1. Recognition of Councilman Bill Patterson as Departing City Council member.

[PRE 24-022](#)

**Recommended Action:** Applause.

**Department:** Office of the Mayor, City Council and City Manager's Office

2. Presentation of proclamation for National Public Safety Telecommunicator Week 2024.

[PRO 24-005](#)

**Recommended Action:** Applause.

**Attachments:** [Greater Harris County 911 Resolution Recognizing National Public Safety Telecommunicator Week 2024](#)  
[National Public Safety Telecommunicators Week 2024](#)

## CONSENT CALENDAR

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

3. Approval of workshop meeting minutes for April 2, 2024.

[MIN 24-035](#)

**Recommended Action:** Approval of workshop meeting minutes for April 2, 2024.

**Attachments:** [CC MW 040224](#)

4. Approval of regular meeting minutes for April 2, 2024.

[MIN 24-036](#)

**Recommended Action:** Approval of regular meeting minutes for April 2, 2024.

**Attachments:** [CC MR 040224](#)

5. Approval of special called meeting minutes for April 5, 2024.

[MIN 24-040](#)

**Recommended Action:** Approval of special called council meeting minutes for April 5, 2024.

**Attachments:** [CC MS 040524](#)

6. Approval of tax refund to Corelogic in the amount of \$1,244.80 due to an overpayment.

[TAXR  
24-019](#)

**Recommended Action:** Approve the tax refund to Corelogic.

**Department:** Finance

7. Approval of tax refund to John N & Lauren E Malone Jr. in the amount of \$964.96 due to an overpayment.

[TAXR  
24-020](#)

**Recommended Action:** Approve the tax refund to John N & Lauren E Malone Jr.

**Department:** Finance

8. Approval of tax refund to Corelogic in the amount of \$1631.18 due to an overpayment.

[TAXR  
24-021](#)

**Recommended Action:** Approve the tax refund to Corelogic.

**Department:** Finance

## NEW BUSINESS

9. Consideration of and action on accepting completion of the Rehabilitation of the 13th Street Lift Station.

[ACT 24-014](#)

**Recommended Action:** Accept completion and release retainage for this project.

**Department:** Public Works

**Attachments:** [13th - Affidavit of Bills Paid and Warranty](#)

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

10. Consideration of and action on authorizing a five (5) year extension of commercial waste removal services with Waste Management of Texas, Inc. [AGR 24-008](#)

**Recommended Action:** Authorize the five (5) year extension of commercial waste removal services with Waste Management of Texas, Inc.

**Department:** City Manager's Office

**Attachments:** [Deer Park 4th Amendment 3-26-2024](#)

11. Consideration of and action on a contract with the Economic Alliance Houston Port Region for Economic Development Services. [CON 24-005](#)

**Recommended Action:** Approve.

**Department:** City Manager's Office

**Attachments:** [DeerPark Economic Alliance Contract 2024 2027](#)

12. Consideration of and action on a resolution authorizing the City's participation in the Sheriff's Association of Texas Procurement Program. [RES 24-099](#)

**Recommended Action:** Approve the resolution authorizing the City of Deer Park to participate in the Sheriff's Association of Texas Procurement Program.

**Department:** Finance

**Attachments:** [Res - Sheriffs' Association of Texas](#)  
[City of Deer Park Master Agreement - Sheriff's Association](#)

13. Consideration of and action on a resolution for the leasing from PNC / EZGO for golf carts for the Battleground Golf Course. [RES 24-100](#)

**Recommended Action:** Approve the provided resolution as part of the PNC lease paperwork for 80 RXV Elite golf carts for a 60-month lease.

**Attachments:** [City of Deer Park - #1163179-3](#)

14. Consideration of and action on an ordinance to amend the Fiscal Year 2023-2024 Fire Control Prevention and Emergency Medical Services District Budget for the Purchase of a 2022 Chevy 4500 Diesel Chassis with Patient Compartment. [ORD 24-047](#)

**Recommended Action:** Approve the ordinance to amend the Fiscal Year 2023-2024 budget for the FCPEMSD.

**Attachments:** [Ord - Amend Budget FY24 FCPEMSD Ambulance](#)  
[Deer Park Fire Q2968 31224 \(002\)](#)

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

15. Consideration of and action on an ordinance to amend the Fiscal Year 2023-2024 Budget for the Fire Control Prevention and Emergency Medical Services District for the repayment of sales taxes to the State Comptroller's office. [ORD 24-053](#)

**Recommended Action:** Approve the ordinance to amend the Fiscal Year 2023-2024 Budget for the FCPEMSD for the repayment of sales taxes to the State Comptroller's office.

**Attachments:** [Ord - Amend Budget FY24 FCPEMSD Sales Tax Repayment](#)

16. Consideration of and action on an ordinance to amend the Fiscal Year 2023-2024 Budget for the Crime Control and Prevention District for the repayment of sales taxes to the State Comptroller's office. [ORD 24-052](#)

**Recommended Action:** Approve the ordinance to amend the Fiscal Year 2023-2024 Budget for the CCPD for the repayment of sales taxes to the State Comptroller's office.

**Attachments:** [Ord - Amend Budget FY24 CCPD Sales Tax Repayment](#)

17. Consideration of and action on an ordinance confirming the appointment of Kenny Walsh as Director of Parks & Recreation. [ORD 24-051](#)

**Recommended Action:** Confirm the appointment of Kenny Walsh as Director of Parks & Recreation.

**Department:** City Manager Stokes

**Attachments:** [Ord - Parks - Rec Director](#)

18. Consideration of and action on an ordinance to amend the Fiscal Year 2023-2024 Budget for the Capital Improvements Fund for phase 1 and 2 of the Library parking lot replacement project. [ORD 24-056](#)

**Recommended Action:** Approve the ordinance to amend the Fiscal Year 2023-2024 budget for the Library parking lot replacement project.

**Attachments:** [Ord - Amend Budget FY24 Library Parking Lot Replacement Project](#)

[Deer Park Library BuyBoard-North Side](#)

[Deer Park Library BuyBoard-South Side](#)

19. Consideration of and action on an ordinance approving updated FY 2023-24 Salary and Classification Scales. [ORD 24-054](#)

**Recommended Action:** Approve the updated FY 2023-24 Classification and Pay Scales.

**Attachments:** [Ordinance 2023-24 Pay Scales.pdf](#)

[FY 23-24 PAYSCALES- Revised Proposed April 16th](#)

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

20. Consideration of and action on purchasing the services of SKE Construction to construct Phase 1 and 2 of the Library Parking Lot Replacement Project using BuyBoard Contract No. 660-21.

[PUR 24-017](#)

**Recommended Action:** Approve construction of the Library Parking Lot Replacement Project utilizing BuyBoard Contract No. 660.21.

**Department:** Public Works

**Attachments:** [Deer Park Library BuyBoard Contract- North Side](#)  
[Deer Park Library BuyBoard Contract- South Side .pdf](#)

21. Consideration of and action on the purchase of two (2) 2024 Chevrolet Police Tahoes from Parkway Chevrolet, Tomball, Texas via the Sheriff's Association of Texas Procurement Program.

[PUR 24-018](#)

**Recommended Action:** Recommend City Council approve the purchase of two (2) 2024 Chevrolet Police Tahoes from Parkway Chevrolet, Tomball, Texas.

**Attachments:** [Deer Park Quote](#)

## ADJOURN

*I, City Secretary, certify that a copy of the April 16, 2024 regular meeting agenda was posted in the glass case outside City Hall convenient and accessible to the general public at all times and to the City's website at [www.deerparktx.gov](http://www.deerparktx.gov) in compliance with Chapter 551, Texas Government Code.*

Date and time posted \_\_\_\_\_ Date removed \_\_\_\_\_

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Angela Smith, TRMC, CMC  
City Secretary

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

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



## Legislation Details (With Text)

**File #:** PRE 24-022    **Version:** 1    **Name:**  
**Type:** Presentation    **Status:** Agenda Ready  
**File created:** 4/9/2024    **In control:** City Council  
**On agenda:** 4/16/2024    **Final action:**  
**Title:** Recognition of Councilman Bill Patterson as Departing City Council member.  
**Sponsors:** Office of the Mayor, City Council, City Manager's Office  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Recognition of Councilman Bill Patterson as Departing City Council member.

### Summary:

Bill Patterson was elected to Position 4 of the Deer Park City Council in May 2008. He was re-elected to an additional seven (7) consecutive terms, allowing him to serve on our City Council for a total of 16 years. At present, he is the City's longest tenured sitting elected official. Councilman Patterson announced in December 2023 that he would not seek a ninth term of office, and would depart the City Council on May 7, 2024.

At this time, we will recognize Councilman Patterson and thank him for his dedicated service to the City. Many of his family and friends are expected to join us on Tuesday evening for this event.

### Fiscal/Budgetary Impact:

N/A.

Applause.



## Legislation Details (With Text)

<b>File #:</b>	PRO 24-005	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Proclamation	<b>Status:</b>		Agenda Ready	
<b>File created:</b>	3/28/2024	<b>In control:</b>		City Council	
<b>On agenda:</b>	4/16/2024	<b>Final action:</b>			
<b>Title:</b>	Presentation of proclamation for National Public Safety Telecommunicator Week 2024.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Greater Harris County 911 Resolution Recognizing National Public Safety Telecommunicator Week National Public Safety Telecommunicators Week 2024</a>				

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Presentation of proclamation for National Public Safety Telecommunicator Week 2024.

### Summary:

Congress has designated the second full week in April as National Public Safety Telecommunicator week. This week is recognized from April 14<sup>th</sup> through April 20<sup>th</sup> in 2024.

The Communications Unit of the Deer Park Police Department is integral to the City's public safety. Many applicants find that the multitasking required to simultaneously take emergency calls, broadcast transmissions, give safety instructions, watch out for responder welfare, research critical information and log critical details exceeds their abilities. The telecommunicator position is noted to be as stressful as other first responder jobs.

Telecommunicators in Deer Park answer both non-emergency and 9-1-1 calls, as well as dispatch police, Fire, EMS and city resources in response to calls received. They must learn enough about each discipline in a short period of time to successfully coordinate with field units to resolve incidents. Adding to the complexity of the position is the proximity of the petrochemical refinery district and severe weather events.

However, duties can often be novel or interesting, if challenging. There are regular opportunities to provide for responder or citizen safety, and even save a life, which provides a great deal of fulfillment that other jobs lack. Telecommunicators are routinely a critical, if unseen, part of a public safety team watching over the community 24 hours a day, 7 days a week and 365 days a year.

We respectfully request that the Council Members of the City of Deer Park recognize April 14-20, 2024, as National Public Safety Telecommunicators week, in honor of the services performed by the men and women of the Deer Park Police Department's Communication Unit.

Fiscal/Budgetary Impact:

N/A.

Applause.





To: All GHC PSAP/SSAP Coordinators

From: Mindi Bartee- PSAP Education Manager

Date: 03/24/2024

Subject: National Telecommunicator Week

Dear PSAP/SSAP Coordinators,

As we approach National Telecommunicator Week, scheduled for April 14-20, 2024, GHC would like to take this opportunity to recognize and celebrate the invaluable contributions of our 9-1-1 Telecommunicators.

This special week serves as a reminder of the critical role Telecommunicators play in public safety and emergency response, acting as the first point of contact in times of crisis.

We hope that the 9-1-1 Telecommunicators enjoy their token of appreciation provided by the GHC 9-1-1 Emergency Network.

We eagerly look forward to hearing about your celebrations and the recognition awarded to honor those unsung heroes during this week of tribute.

Attached, you will find the National Telecommunicator Week Resolution signed by our GHC Board of Managers. Please be sure to share it with your agency leadership.

Sincerely,

Mindi Bartee

PSAP Education Manager



# RESOLUTION

## Public Safety

### Telecommunicator Week

- WHEREAS,** over 1,200 telecommunicators and dispatchers daily serve the residents of Harris and Fort Bend Counties by answering their calls for police, fire or emergency medical services, and by dispatching the appropriate assistance as quickly as possible; and
- WHEREAS,** public safety telecommunicators are the vital link between citizens and the emergency service they are in need of, whether it be police, fire, or emergency medical assistance; and
- WHEREAS,** telecommunicators are professionals whose multi-tasking, behind-the-scenes and often unrecognized actions are responsible for helping protect people and property; and
- WHEREAS,** professional telecommunicators work to improve the technology and operational capabilities through their leadership and participation in training programs to improve their skills and prepare for 9-1-1 calls from different devices; and
- WHEREAS,** the Greater Harris County 9-1-1 Emergency Network wishes to join with the State of Texas, and the Senate and the House of Representatives of the United States of America and other 9-1-1 Entities across the Country in setting aside the second week in April to recognize Telecommunicators for their crucial role they play in protection of life and property.

**NOW, THEREFORE, BE IT RESOLVED,** by The Greater Harris County 9-1-1 Emergency Network, this 27th day of March, 2024 that **NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK** be designated the week of April 14 - 20, 2024 in honor and recognition of our community's 9-1-1 professional telecommunicators for the vital contribution that they make to the safety and well-being of those in need of emergency services.

Russell S. Rau, Chairman

Vergil Ratliff, Member

Shawn Thompson, Member

William B. Anders, Secretary

Mark Denman, Member





*Office of the Mayor*

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

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**WHEREAS**, over 1,200 telecommunicators and dispatchers daily serve the residents of Harris and Fort Bend Counties by answering their calls for police, fire or emergency medical services, and by dispatching the appropriate assistance as quickly as possible; and

**WHEREAS**, public safety communicators are the vital link between citizens and the emergency service they are in need of, whether it be police, fire, or emergency medical assistance; and

**WHEREAS**, telecommunicators are professionals whose multi-tasking, behind-the-scenes and often unrecognized actions are responsible for helping protect people and property; and

**WHEREAS**, professional telecommunicators work to improve the technology and operational capabilities through their leadership and participation in training programs to improve their skills and prepare for 9-1-1 calls from different devices; and

**WHEREAS**, the Greater Harris County 9-1-1 Emergency Network wishes to join with the State of Texas, and the Senate and the House of Representatives of the United States of America and other 9-1-1 Entities across the Country in setting aside the second week in April to recognize Telecommunicators for their crucial role they play in protection of life and property.

**WHEREAS**, in order to recognize the efforts of the Deer Park Police Department Communications Unit, Chief Gregory L. Grigg on behalf of the Deer Park Police Department, has requested that the Mayor issue a proclamation in honor of the services performed by the men and women of the Deer Park Police Department's Communication Unit.

**NOW, THEREFORE, I, MAYOR JERRY MOUTON**, City of Deer Park, Texas, by virtue of the authority vested in me by the Constitution and laws of the City of deer Park, Texas do hereby proclaim the week of April 14-20, 2024 as

## **NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Official Seal of the City of Deer Park to be affixed hereto this 16th day of April, Two Thousand and Twenty Four, A.D.

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





## Legislation Details (With Text)

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**File #:** MIN 24-035    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** Agenda Ready  
**File created:** 4/1/2024    **In control:** City Council  
**On agenda:** 4/16/2024    **Final action:**  
**Title:** Approval of workshop meeting minutes for April 2, 2024.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CC\\_MW\\_040224](#)

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Approval of workshop meeting minutes for April 2, 2024.

Summary:

Fiscal/Budgetary Impact:

Approval of workshop meeting minutes for April 2, 2024.



## MINUTES OF THE CITY COUNCIL WORKSHOP MEETING

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON APRIL 02, 2024 BEGINNING AT 6:45 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON  
SHERRY GARRISON  
TJ HAIGHT  
TOMMY GINN  
BILL PATTERSON

MAYOR  
COUNCILWOMAN  
COUNCILMAN  
COUNCILMAN  
COUNCILMAN

### OTHER CITY OFFICIALS PRESENT:

JAMES STOKES  
SARA ROBINSON  
JIM FOX  
ANGELA SMITH

CITY MANAGER  
ASSISTANT CITY MANAGER  
CITY ATTORNEY  
CITY SECRETARY

CALL TO ORDER – Mayor Mouton called the workshop to order at 6:45 p.m.

COMMENTS FROM AUDIENCE – No comments received.

1. DISCUSSION OF ISSUES RELATING TO UPDATES TO THE MAXWELL OPERATIONS AND PROGRAMMING – Senior Services Supervisor Kristin Villalovos spoke of the growing attendance at the Maxwell Center, with the average age range between 55-65. Ms. Villalovos emphasized that due to the fact that most of the patrons are still of working age, it has pivoted some of the programming to evenings and weekends.

Camryn Cardenas spoke of the congregate meals that allow the citizens to interact with others and homebound meals that are provided to those that can't. Currently, the City of Deer Park is providing a total of 17,000 meals. Ms. Cardenas spoke on some of the programs offered to seniors to keep them involved and engaged to stay active.

Ms. Villalovos emphasized that their social connection with the citizens may be the only connection they have, so introducing activities to get a social reaction from them is key.

2. PRESENTATION FROM TROY COTHRAN ON AN UPDATE OF S.E.T.H. AND THE DEER PARK HOUSING MARKET – The Southeast Texas Housing Finance Corporation (SETH) Representative Troy Cothran gave an update of the affordable housing program that helps low-to-moderate income individuals/families within 20 jurisdictions. Mr. Cothran mentioned that new listings are up 4% with 22.6% listed as “active”. (Exhibit A1-A2)

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

ATTEST:

APPROVED:

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Angela Smith, TRMC, CMC  
City Secretary

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Jerry Mouton, Jr.  
Mayor



## Legislation Details (With Text)

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**File #:** MIN 24-036    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** Agenda Ready  
**File created:** 4/1/2024    **In control:** City Council  
**On agenda:** 4/16/2024    **Final action:**  
**Title:** Approval of regular meeting minutes for April 2, 2024.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CC\\_MR\\_040224](#)

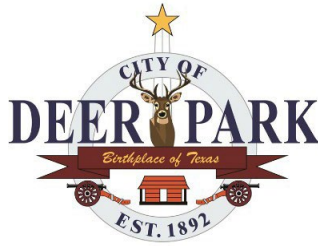
Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Approval of regular meeting minutes for April 2, 2024.

Summary:

Fiscal/Budgetary Impact:

Approval of regular meeting minutes for April 2, 2024.



## MINUTES OF THE CITY COUNCIL REGULAR MEETING

THE 1849<sup>TH</sup> 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 APRIL 02, 2024 AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON  
SHERRY GARRISON  
TJ HAIGHT  
TOMMY GINN  
BILL PATTERSON

MAYOR  
COUNCILWOMAN  
COUNCILMAN  
COUNCILMAN  
COUNCILMAN

### OTHER CITY OFFICIALS PRESENT:

JAMES STOKES  
SARA ROBINSON  
JIM FOX  
ANGELA SMITH

CITY MANAGER  
ASSISTANT CITY MANAGER  
CITY ATTORNEY  
CITY SECRETARY

CALL TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.

INVOCATION – The invocation was given by Councilman Patterson.

PLEDGE OF ALLEGIANCE – Councilwoman Garrison led the Pledge of Allegiance to the United States Flag and the Texas Flag.

### COMMENTS FROM THE AUDIENCE –

Gaye Hart, 4937 1<sup>st</sup> Street, expressed her opinion.

Anhel Cortez, 4937 1<sup>st</sup> Street, expressed his opinion.

1. RECOGNITION OF THE DEER PARK HIGH SCHOOL CHEERLEADER'S NATIONAL CHAMPIONS – Mayor Mouton recognized the Deer Park High School Cheerleaders that placed 2nd and won the 6A-D1 State Silver medal. This is Deer Park Cheer's 5th National title.
2. PROCLAMATION FOR NATIONAL LIBRARY WEEK 2024 – Mayor Mouton recognized the Deer Park Public Library and theme for National Library Week as "Ready, Set, Library!". Mayor Mouton declared April 7-13, 2024 National Library Week.



3. PRESENTATION OF THE 2023 ACHIEVEMENT OF EXCELLENCE IN LIBRARIES AWARD – Library Director Rebecca Pool spoke about the award the Deer Park Library received from the Texas Municipal Library Directors Association (TMLDA). Ms. Pool gave details as to what standards of excellence the library must follow to receive the award.

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

4. Approval of minutes of workshop meeting on March 19, 2024.
5. Approval of minutes of regular meeting on March 19, 2024.
6. Approval of tax refund to Independence Valve & Supply LLC in the amount of \$1,119.13 due to an overpayment.

Motion carried 5 to 0.

7. CONSIDERATION OF AND ACTION ON ACCEPTING COMPLETION OF THE 2024 WATERLINE IMPROVEMENT PROJECT – Motion was made by Councilwoman Garrison and seconded by Councilman Patterson to accept the completion of the 2024 Waterline Improvement Project. Motion passed 5 to 0.
8. CONSIDERATION OF AND ACTION ON THE REAPPOINTMENT OF TROY COTHRAN AS THE CITY OF DEER PARK'S REPRESENTATIVE ON THE BOARD OF DIRECTORS FOR THE SOUTH EAST TEXAS HOUSING FINANCE CORPORATION – Motion was made by Councilman Ginn and seconded by Councilman Haight for the reappointment of Troy Cothran as the City of Deer Park's representative on the Board of Directors for the South East Texas Housing Finance Corporation. Motion carried 5 to 0.
9. CONSIDERATION OF AND ACTION ON APPROVAL OF THREE ACCESS EASEMENT AGREEMENTS WITH HARRIS COUNTY FLOOD CONTROL DISTRICTS FOR THE SPENCER VIEW BRIDGE PROJECT – Motion was made by Councilwoman Garrison and seconded by Councilman Ginn on the approval of three access easement agreements with Harris County Flood Control Districts for the Spencer View Bridge project. Motion carried 5 to 0.
10. CONSIDERATION OF AND ACTION ON AN ORDINANCE TO AMEND SCHEDULE B OF THE CODE OF ORDINANCE RELATED TO PARKS AND RECREATION DEPARTMENT FEES – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Haight to adopt Ordinance No. 4512, captioned as follows:

AN ORDINANCE AMENDING APPENDIX B SECTION 74-4 BY ADDING TO ATHLETICS AND AQUATICS A SWIMMING POOL LANE RENTAL TO THE CODE OF ORDINANCES OF THE CITY OF DEER PARK.

Motion carried 5 to 0.

11. CONSIDERATION OF AND ACTION ON APPROVAL TO PURCHASE A NEW 2022 LEGUAN TRACK MOUNTED SPIDER LIFT THROUGH TIPS PURCHASING COOPERATIVE CONTRACT #191001 – Motion was made by Councilman Ginn and seconded by Councilwoman Garrison on the approval to purchase a new 2022 Leguan track mounted spider lift through TIPS Purchasing Cooperative Contract #191001. Motion carried 5 to 0.
12. CONSIDERATION OF AND ACTION ON THE PURCHASE OF CONCRETE WORK FOR SIDEWALK REPAIRS THROUGHOUT DIFFERENT SECTIONS IN DOW PARK – Motion was made by Councilman Haight and seconded by Councilman Ginn on the purchase of concrete work for the sidewalk repairs throughout different sections in Dow Park. Motion carried 5 to 0.
13. CONSIDERATION OF AND ACTION ON AUTHORIZING KASER DESIGN TO DESIGN AND MANUFACTURE A COMPREHENSIVE TRAIL AND PARK SIGNAGE PROGRAM – Motion was made by Councilwoman Garrison and seconded by Councilman Haight on authorizing Kaser Design to design and manufacture a comprehensive trail and park signage program. Motion carried 5 to 0.
14. CONSIDERATION OF AND ACTION ON PURCHASING SELF-CONTAINED BREATHING APPARATUS (SCBA) FROM METRO FIRE APPARATUS SPECIALIST, INC. ON BUY BOARD CONTRACT 698-23 – Motion was made by Councilman Ginn and seconded by Councilman Haight on purchasing Self-Contained Breathing Apparatus (SCBA) from Metro Fire Apparatus Specialist, Inc. on Buy Board Contract 698-23. Motion carried 5 to 0.

ADJOURN – Mayor Mouton adjourned the meeting at 7:59 p.m.

ATTEST:

APPROVED:

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Angela Smith, TRMC, CMC  
City Secretary

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Jerry Mouton, Jr.  
Mayor



## Legislation Details (With Text)

**File #:** MIN 24-040    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** Agenda Ready  
**File created:** 4/9/2024    **In control:** City Council  
**On agenda:** 4/16/2024    **Final action:**  
**Title:** Approval of special called meeting minutes for April 5, 2024.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CC\\_MS\\_040524](#)

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Approval of special called meeting minutes for April 5, 2024.

Summary:

Fiscal/Budgetary Impact:

Approval of special called council meeting minutes for April 5, 2024.



## MINUTES OF THE CITY COUNCIL SPECIAL MEETING

THE SPECIAL 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 APRIL 05, 2024 AT 4:00 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

SHERRY GARRISON  
TJ HAIGHT  
TOMMY GINN  
BILL PATTERSON

MAYOR PRO-TEM  
COUNCILMAN  
COUNCILMAN  
COUNCILMAN

### OTHER CITY OFFICIALS PRESENT:

JAMES STOKES  
ANGELA SMITH

CITY MANAGER  
CITY SECRETARY

CALL TO ORDER – Mayor Pro-Tem Garrison called the meeting to order at 4:00 p.m.

COMMENTS FROM THE AUDIENCE – No comments received.

1. EXECUTIVE SESSION: A. PERSONNEL (551.075) - HIRING OF PUBLIC WORKS DIRECTOR – Mayor Pro-Tem Garrison recessed the special meeting at 4:00 p.m. for the Executive Session.

RECONVENED – Mayor Pro-Tem Garrison reconvened the special meeting at 4:10 p.m.

2. CONSIDERATION OF AND ACTION ON AN ORDINANCE CONFIRMING THE APPOINTMENT OF DAVID VAN RIPER AS DIRECTOR OF PUBLIC WORKS – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Haight to adopt Ordinance No. 4513, captioned as follows:

AN ORDINANCE APPROVING THE APPOINTMENT OF DAVID VAN RIPER AS DIRECTOR OF PUBLIC WORKS FOR THE CITY OF DEER PARK, TEXAS; PROVIDING FOR COMPENSATION; REPEALING ORDINANCES IN CONFLICT.

Motion carried 4 to 0.

ADJOURN – Mayor Pro-Tem Garrison adjourned the meeting at 4:11 p.m.

ATTEST:

APPROVED:

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Angela Smith, TRMC, CMC  
City Secretary

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Sherry Garrison  
Mayor Pro-Tem



## Legislation Details (With Text)

**File #:** TAXR 24-019 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 4/10/2024 **In control:** City Council  
**On agenda:** 4/16/2024 **Final action:**  
**Title:** Approval of tax refund to Corelogic in the amount of \$1,244.80 due to an overpayment.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Approval of tax refund to Corelogic in the amount of \$1,244.80 due to an overpayment.

### Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending: Corelogic in the total amount of \$1,244.80 due to an overpayment on account #090-324-000-0003.

### Fiscal/Budgetary Impact:

N/A.

Approve the tax refund to Corelogic.



## Legislation Details (With Text)

**File #:** TAXR 24-020 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 4/10/2024 **In control:** City Council  
**On agenda:** 4/16/2024 **Final action:**  
**Title:** Approval of tax refund to John N & Lauren E Malone Jr. in the amount of \$964.96 due to an overpayment.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Approval of tax refund to John N & Lauren E Malone Jr. in the amount of \$964.96 due to an overpayment.

### Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

John N & Lauren E Malone Jr. in the total amount of \$964.96 due to an overpayment on account #011-319-000-0123.

### Fiscal/Budgetary Impact:

N/A.

Approve the tax refund to John N & Lauren E Malone Jr.



## Legislation Details (With Text)

**File #:** TAXR 24-021 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 4/10/2024 **In control:** City Council  
**On agenda:** 4/16/2024 **Final action:**  
**Title:** Approval of tax refund to Corelogic in the amount of \$1631.18 due to an overpayment.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Approval of tax refund to Corelogic in the amount of \$1631.18 due to an overpayment.

### Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Corelogic in the total amount of \$1,631.18 due to an overpayment on account #100-107-000-0006.

### Fiscal/Budgetary Impact:

N/A.

Approve the tax refund to Corelogic.





## Legislation Details (With Text)

**File #:** ACT 24-014    **Version:** 1    **Name:**  
**Type:** Acceptance    **Status:** Agenda Ready  
**File created:** 4/2/2024    **In control:** City Council  
**On agenda:** 4/16/2024    **Final action:**  
**Title:** Consideration of and action on accepting completion of the Rehabilitation of the 13th Street Lift Station.  
**Sponsors:** Public Works  
**Indexes:**  
**Code sections:**  
**Attachments:** [13th - Affidavit of Bills Paid and Warranty](#)

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Consideration of and action on accepting completion of the Rehabilitation of the 13<sup>th</sup> Street Lift Station.

### Summary:

In October, the Public Works Department requested to purchase, through the Buy Board, the services of Fuquay, Inc. to rehabilitate the 13<sup>th</sup> Street Lift Station. This project consisted of bypass pumping, cleaning and debris removal from inside the wet well, grouting of structural damage, and lining of surface of the wet well with an epoxy lining system for the lift station.

### Fiscal/Budgetary Impact:

The contract amount and total cost of the work performed is \$691,508.01.

Funding for this project was covered out of Water & Sewer Bond funds 508, and 509 as well as the Wastewater Treatment Plant's budget 400-502-49030.

Accept completion and release retainage for this project.

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF COMAL

I, the undersigned, a representative of Fuquay, Inc. under its contract with the City of Deer Park for the construction of the following:

**13th Street Lift Station Rehabilitation Project**

do hereby certify under oath that all bills for this project have been paid in accordance with the contract documents and specifications.

David M Kallfelz

CONTRACTOR'S REPRESENTATIVE'S NAME

03/29/2024

DATE



SIGNATURE OF CONTRACTOR'S REPRESENTATIVE

Sworn to and subscribed before me by said David Kallfelz

on March 29, 2024, to certify which witness my hand and seal of office.



Christine Castilla  
NOTARY PUBLIC

March 29, 2024  
DATE

CONTRACTOR'S ONE-YEAR MAINTENANCE AGREEMENT

I, David M Kallfelz, the undersigned being the authorized representative of Fuquay, Inc. do on behalf of said company guarantee all the work performed under this contract on the 13th Street Lift Station Rehabilitation Project to be free from faulty materials and free from faulty workmanship and agree to replace without any additional cost to the Owner such work as may be found to be unsatisfactory, and to make good all damages to the work done by us or by our subcontractors as a result of improper workmanship and materials.

City Council accepted completion of the project at their meeting held on \_\_\_\_\_. This guarantee shall cover a period of one year from the date of acceptance of all the work. Neither the final acceptance by the City nor any provisions in the contract documents shall relieve us of the guarantee provision or our responsibility to replace any faulty part of our work during the period of the time covered by this guarantee.

One-Year Maintenance Agreement begins on March 20th, 2024 and the agreement ends twelve months later on March 20, 2025.

David M Kallfelz  
CONTRACTOR'S REPRESENTATIVE'S NAME

03/29/2024  
DATE



\_\_\_\_\_  
SIGNATURE OF CONTRACTOR'S REPRESENTATIVE

Sworn to and subscribe before me by said David Kallfelz on March 29, 2024, to certify which witness my hand and seal of office.



Christina Castilla  
NOTARY PUBLIC



## Legislation Details (With Text)

**File #:** AGR 24-008    **Version:** 1    **Name:**  
**Type:** Agreement    **Status:** Agenda Ready  
**File created:** 4/8/2024    **In control:** City Council  
**On agenda:** 4/16/2024    **Final action:**  
**Title:** Consideration of and action on authorizing a five (5) year extension of commercial waste removal services with Waste Management of Texas, Inc.  
**Sponsors:** City Manager's Office  
**Indexes:**  
**Code sections:**  
**Attachments:** [Deer Park 4th Amendment 3-26-2024](#)

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Consideration of and action on authorizing a five (5) year extension of commercial waste removal services with Waste Management of Texas, Inc.

### Summary:

In 2013, the City of Deer Park and Waste Management of Texas, Inc. entered into a five-year agreement that provided Waste Management of Texas, Inc. the exclusive right to provide commercial waste collection, transportation, and disposal services within the City commencing on December 1, 2013. That contract since has been extended three (3) times, the most recent of which occurred in 2021. With this action, it is proposed we extend the contract for an additional five (5) year period. The contract calls for annual 5% rate increases, but does not allow any fuel surcharges or consumer price index (CPI) increases to be passed along to the City. Additionally, Waste Management will continues providing no cost servicing of all dumpsters at City of Deer Park facilities, including the recycling dumpsters.

### Fiscal/Budgetary Impact:

Extension of the agreement for commercial waste collection services provided by Waste Management of Texas, Inc. to November 30, 2029 with rate increases of 5.00% effective December 1, 2024, 5.00% effective December 1, 2025, 5.00% effective December 1, 2026, 5.00% effective December 1, 2027, and 5% effective December 1, 2028. Commercial waste collection services are budgeted in the Sanitation Division (Account 010-402-42200, Commercial Garbage Collection).

Authorize the five (5) year extension of commercial waste removal services with Waste Management of Texas, Inc.

**FOURTH AMENDMENT TO COMMERCIAL SOLID WASTE  
COLLECTION AND TRANSPORTATION AGREEMENT**

This **“FOURTH AMENDMENT TO COMMERCIAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT** (this “Amendment”) is entered into as of the \_\_\_\_ day of April 2024, by and between the City of Deer Park, Texas (“City”) and Waste Management of Texas, Inc. (“Contractor”), a Texas corporation.

**W I T N E S S E T H:**

**WHEREAS**, the City and Contractor previously entered into a certain Commercial Solid Waste Collection and Transportation Agreement dated September 3, 2013, the First Amendment dated October 16, 2018, the Second Amendment dated July 16, 2019, and the Third Amendment dated October 5, 2021 (collectively, the “Agreement”), whereby Contractor was granted the exclusive right within the City to operate and maintain the service of containerized commercial waste collection, transportation, and disposal, as more particularly set forth in the Agreement; and

**WHEREAS**, the City and Contractor desire to modify the Agreement, as more particularly set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. Pursuant to section 3 of the Agreement, the term of the Agreement is hereby extended through November 30, 2029.
2. The Base Rates beginning each December 1 of 2024, 2025, 2026, 2027 and 2028 are set forth in Schedule “A” attached hereto and fully incorporated herein by reference.
3. Capital words used in this Amendment shall have the meaning assigned in the Agreement or in this Amendment. Nothing contained herein shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

**IN WITNESS WHEREOF**, this Amendment has been executed as of the date first set forth above.

**Deer Park, Texas**

**Waste Management of Texas, Inc.**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

**SCHEDULE “A”**  
**Base Rates – Commercial Dumpsters & Mobile Home Cart Collection**

**City of Deer Park**  
**Current Rates Effective Date: December 1, 2023**

**Base Rates**  
**(includes 12% franchise fee and 8% processing fee)**

Mobile Home Cart Collection:       \$26.96 per home  
Additional Cart for Mobile Home:   \$6.81 per home per month  
Replacement Cart:                   \$102.10

	<b>Service</b>							
		<b>1x</b>	<b>2x</b>	<b>3x</b>	<b>4x</b>	<b>5x</b>	<b>6x</b>	<b>Extra P/U</b>
<b>Size</b>	<b>2 cy</b>	\$78.18	\$117.59	\$146.98	\$156.31	\$195.41	\$234.49	\$82.35
	<b>3 cy</b>	\$110.24	\$146.98	\$213.13	\$271.90	\$396.85	\$440.17	\$90.59
	<b>4 cy</b>	\$114.40	\$176.38	\$249.87	\$312.66	\$390.80	\$468.98	\$98.82
	<b>6 cy</b>	\$117.26	\$235.16	\$330.70	\$426.25	\$632.02	\$703.47	\$107.06
	<b>8 cy</b>	\$156.31	\$286.62	\$426.25	\$625.29	\$837.80	\$937.95	\$115.28
	<b>10cy</b>	\$195.41	\$352.76	\$485.03	\$781.63	\$867.19	\$1,172.44	\$123.53

Add Locking device:                   \$107.00 (one-time charge for adding device.)

Roll out fee:                               \$24.71/occurrence

Dumpster Delivery Fee:               \$197.65

Redelivery/Relocate/Swap Fee:       \$197.65/event

Overage Charge                         \$187.87

**SCHEDULE “A”**  
**Base Rates – Commercial Dumpsters & Mobile Home Cart Collection**

**City of Deer Park**  
**Effective Date: December 1, 2024**

**Base Rates**  
**(includes 12% franchise fee and 8% processing fee)**

Mobile Home Cart Collection:       \$28.30 per home  
Additional Cart for Mobile Home:   \$7.15 per home per month  
Replacement Cart:                   \$107.21

	<b>Service</b>							
		<b>1x</b>	<b>2x</b>	<b>3x</b>	<b>4x</b>	<b>5x</b>	<b>6x</b>	<b>Extra P/U</b>
<b>Size</b>	<b>2 cy</b>	\$82.08	\$123.47	\$154.33	\$164.13	\$205.18	\$246.21	\$86.47
	<b>3 cy</b>	\$115.76	\$154.33	\$223.78	\$285.50	\$416.69	\$462.18	\$95.12
	<b>4 cy</b>	\$120.12	\$185.20	\$262.37	\$328.30	\$410.34	\$492.43	\$103.76
	<b>6 cy</b>	\$123.12	\$246.91	\$347.24	\$447.57	\$663.62	\$738.64	\$112.41
	<b>8 cy</b>	\$164.13	\$300.95	\$447.57	\$656.55	\$879.69	\$984.85	\$121.04
	<b>10cy</b>	\$205.18	\$370.40	\$509.28	\$820.71	\$910.55	\$1,231.06	\$129.71

Add Locking device:                   \$112.35 (one-time charge for adding device.)

Roll out fee:                               \$25.95/occurrence

Dumpster Delivery Fee:               \$207.54

Redelivery/Relocate/Swap Fee:       \$207.54/event

Overage Charge                         \$197.26

**SCHEDULE “A”**  
**Base Rates – Commercial Dumpsters & Mobile Home Cart Collection**

**City of Deer Park**  
**Effective Date: December 1, 2025**

**Base Rates**  
**(includes 12% franchise fee and 8% processing fee)**

Mobile Home Cart Collection:       \$29.72 per home  
Additional Cart for Mobile Home:   \$7.50 per home per month  
Replacement Cart:                   \$112.57

	<b>Service</b>							
		<b>1x</b>	<b>2x</b>	<b>3x</b>	<b>4x</b>	<b>5x</b>	<b>6x</b>	<b>Extra P/U</b>
<b>Size</b>	<b>2 cy</b>	\$86.19	\$129.64	\$162.04	\$172.34	\$215.44	\$258.52	\$90.79
	<b>3 cy</b>	\$121.54	\$162.04	\$234.97	\$299.77	\$437.53	\$485.29	\$99.87
	<b>4 cy</b>	\$126.13	\$194.46	\$275.49	\$344.71	\$430.86	\$517.05	\$108.95
	<b>6 cy</b>	\$129.28	\$259.26	\$364.60	\$469.94	\$696.80	\$775.57	\$118.03
	<b>8 cy</b>	\$172.34	\$316.00	\$469.94	\$689.38	\$923.67	\$1,034.09	\$127.10
	<b>10cy</b>	\$215.44	\$388.92	\$534.74	\$861.75	\$956.07	\$1,292.62	\$136.20

Add Locking device:                   \$117.97 (one-time charge for adding device.)

Roll out fee:                               \$27.25/occurrence

Dumpster Delivery Fee:               \$217.91

Redelivery/Relocate/Swap Fee:       \$217.91/event

Overage Charge                         \$207.13



**SCHEDULE “A”**  
**Base Rates – Commercial Dumpsters & Mobile Home Cart Collection**

**City of Deer Park**  
**Effective Date: December 1, 2026**

**Base Rates**  
**(includes 12% franchise fee and 8% processing fee)**

Mobile Home Cart Collection:       \$31.20 per home  
Additional Cart for Mobile Home:   \$7.88 per home per month  
Replacement Cart:                   \$118.20

	<b>Service</b>							
		<b>1x</b>	<b>2x</b>	<b>3x</b>	<b>4x</b>	<b>5x</b>	<b>6x</b>	<b>Extra P/U</b>
<b>Size</b>	<b>2 cy</b>	\$90.50	\$136.13	\$170.15	\$180.95	\$226.21	\$271.45	\$95.33
	<b>3 cy</b>	\$127.62	\$170.15	\$246.72	\$314.76	\$459.41	\$509.55	\$104.86
	<b>4 cy</b>	\$132.44	\$204.18	\$289.26	\$361.95	\$452.40	\$542.90	\$114.40
	<b>6 cy</b>	\$135.74	\$272.22	\$382.83	\$493.44	\$731.64	\$814.35	\$123.93
	<b>8 cy</b>	\$180.95	\$331.80	\$493.44	\$723.85	\$969.86	\$1,085.80	\$133.45
	<b>10cy</b>	\$226.21	\$408.36	\$561.48	\$904.83	\$1,003.88	\$1,357.25	\$143.01

Add Locking device:                   \$123.87 (one-time charge for adding device.)

Roll out fee:                               \$28.61/occurrence

Dumpster Delivery Fee:               \$228.81

Redelivery/Relocate/Swap Fee:       \$228.81/event

Overage Charge                         \$217.48

**SCHEDULE “A”**  
**Base Rates – Commercial Dumpsters & Mobile Home Cart Collection**

**City of Deer Park**  
**Effective Date: December 1, 2027**

**Base Rates**  
**(includes 12% franchise fee and 8% processing fee)**

Mobile Home Cart Collection:       \$32.76 per home  
Additional Cart for Mobile Home:   \$8.27 per home per month  
Replacement Cart:                   \$124.11

	<b>Service</b>							
		<b>1x</b>	<b>2x</b>	<b>3x</b>	<b>4x</b>	<b>5x</b>	<b>6x</b>	<b>Extra P/U</b>
<b>Size</b>	<b>2 cy</b>	\$95.02	\$142.93	\$178.65	\$190.00	\$237.52	\$285.02	\$100.10
	<b>3 cy</b>	\$134.00	\$178.65	\$259.06	\$330.50	\$482.38	\$535.03	\$110.11
	<b>4 cy</b>	\$139.06	\$214.39	\$303.72	\$380.04	\$475.02	\$570.04	\$120.12
	<b>6 cy</b>	\$142.53	\$285.83	\$401.97	\$518.11	\$768.22	\$855.07	\$130.13
	<b>8 cy</b>	\$190.00	\$348.39	\$518.11	\$760.04	\$1,018.35	\$1,140.09	\$140.12
	<b>10cy</b>	\$237.52	\$428.78	\$589.56	\$950.07	\$1,054.07	\$1,425.11	\$150.16

Add Locking device:                   \$130.06 (one-time charge for adding device.)

Roll out fee:                               \$30.04/occurrence

Dumpster Delivery Fee:               \$240.24

Redelivery/Relocate/Swap Fee:       \$240.24/event

Overage Charge                         \$228.36

**SCHEDULE “A”**  
**Base Rates – Commercial Dumpsters & Mobile Home Cart Collection**

**City of Deer Park**  
**Effective Date: December 1, 2028**

**Base Rates**  
**(includes 12% franchise fee and 8% processing fee)**

Mobile Home Cart Collection:       \$34.40 per home  
Additional Cart for Mobile Home:   \$8.69 per home per month  
Replacement Cart:                   \$130.31

	<b>Service</b>							
		<b>1x</b>	<b>2x</b>	<b>3x</b>	<b>4x</b>	<b>5x</b>	<b>6x</b>	<b>Extra P/U</b>
<b>Size</b>	<b>2 cy</b>	\$99.77	\$150.08	\$187.59	\$199.50	\$249.39	\$299.27	\$105.10
	<b>3 cy</b>	\$140.70	\$187.59	\$272.01	\$347.02	\$506.50	\$561.78	\$115.61
	<b>4 cy</b>	\$146.01	\$225.11	\$318.91	\$399.05	\$498.77	\$598.55	\$126.12
	<b>6 cy</b>	\$149.65	\$300.12	\$422.07	\$544.02	\$806.64	\$897.82	\$136.63
	<b>8 cy</b>	\$199.50	\$365.81	\$544.02	\$798.05	\$1,069.27	\$1,197.09	\$147.13
	<b>10cy</b>	\$249.39	\$450.22	\$619.03	\$997.58	\$1,106.78	\$1,496.37	\$157.66

Add Locking device:                   \$136.57 (one-time charge for adding device.)

Roll out fee:                               \$31.54/occurrence

Dumpster Delivery Fee:               \$252.26

Redelivery/Relocate/Swap Fee:       \$252.26/event

Overage Charge                         \$239.77



## Legislation Details (With Text)

**File #:** CON 24-005    **Version:** 1    **Name:**

**Type:** Contract    **Status:** Agenda Ready

**File created:** 4/3/2024    **In control:** City Council

**On agenda:** 4/16/2024    **Final action:**

**Title:** Consideration of and action on a contract with the Economic Alliance Houston Port Region for Economic Development Services.

**Sponsors:** City Manager's Office

**Indexes:**

**Code sections:**

**Attachments:** [DeerPark Economic Alliance Contract 2024 2027](#)

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Consideration of and action on a contract with the Economic Alliance Houston Port Region for Economic Development Services.

### Summary:

During Tuesday evening's Council Workshop, Mr. Chad Burke, President/CEO of the Economic Alliance Houston Port Region, will give his annual presentation to Council covering the Economic Alliance's activities during the past year. The City's present three (3) year contract with the Alliance expires on June 30, 2024. It is proposed we enter into a new agreement which begins July 1, 2024 and concludes June 30, 2027. A copy of the new agreement may be found attached to this item. Its scope of services and verbiage remains identical to the present contract. The proposed annual rate is \$25,000, which is an increase of \$3,000 per year. This is the first such increase since 2018.

### Fiscal/Budgetary Impact:

The annual expenditure for economic development services per the proposed new contract is \$25,000.

Approve.



## **ECONOMIC DEVELOPMENT SERVICES AGREEMENT**

THIS Economic Development Services Agreement ("Agreement") is made and entered into by and between the **ECONOMIC ALLIANCE HOUSTON PORT REGION**, a Texas non-profit corporation; 203 Ivy Avenue, Suite 200, Deer Park, Texas 77536 (hereinafter "THE ECONOMIC ALLIANCE"), and the City of Deer Park, Texas; P.O. Box 700, Deer Park, Texas 77536, (hereinafter "THE CITY").

WHEREAS, THE ECONOMIC ALLIANCE is a non-profit corporation organized to promote economic development with an emphasis on performance in the southeast portion of Harris County, and;

WHEREAS, THE CITY promotes economic development in Deer Park, Harris County, Texas; and;

WHEREAS, THE CITY seeks assistance to fulfill its economic development initiatives in Deer Park, Texas; and

WHEREAS, THE ECONOMIC ALLIANCE is qualified and willing to perform such assistance functions,

NOW THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each of the parties hereof, as well as to the citizens of Deer Park, Texas, the Parties have agreed and do hereby agree as follows:

### **ARTICLE I Goals**

Section 1.01: THE CITY represents its goals in its Economic Development Program to include, but may not be limited to the following:

- a. Creating economic diversification to provide for stable, consistent and balanced growth;
- b. Building Deer Park's business/commercial tax base;
- c. Retaining existing jobs;
- d. Creating an economic climate conducive to the development and growth of business investment and commerce;
- e. Enhancing the quality of life for all citizens residing or working within Deer Park, Texas;
- f. Promoting Deer Park, Texas as the location of choice for new, expanding and relocating businesses;
- g. Attracting new businesses and development to Deer Park, Texas;
- h. Encouraging the expansion and development to Deer Park, Texas;
- i. Retaining businesses currently located in Deer Park, Texas;
- j. Establishing new partnerships for the promotion of economic development.

## **ARTICLE II**

### **Qualifications of THE ECONOMIC ALLIANCE**

Section 2.01: THE ECONOMIC ALLIANCE represents that:

- a. THE ECONOMIC ALLIANCE is a non-profit entity that is authorized to promote economic development in all or a portion of Harris County and is currently in good standing with the State and Federal government;
- b. THE ECONOMIC ALLIANCE is engaged in an on-going effort to attract new businesses, to encourage the expansion of existing businesses, or to retain existing businesses in Harris County, including Deer Park, Texas;
- c. THE ECONOMIC ALLIANCE hereby agrees to participate in joint projects and coordinate its activities with THE CITY and in an effort to reduce duplication of services and to enhance cooperation.

## **ARTICLE III**

### **Scope of Services**

Section 3.01: Services to be Provided: THE ECONOMIC ALLIANCE will provide to THE CITY the services described in the following paragraphs:

- a. Establish an ongoing program to develop quality prospect leads, focusing on the targeted industries of greatest importance to THE CITY;
- b. Undertake or update workforce analyses to provide current data targeted to prospective industries;
- c. Interact with local, state, and federal officials, and local economic development organizations and chambers of commerce on a regular basis;
- d. Compile and disseminate economic and business related data to THE CITY on at least an annual basis;
- e. Interact with the Texas Department of Economic Development and Tourism (EDT) on behalf of THE CITY and other economic development groups to acquire economic business related data;
- f. Promote small or disadvantaged business development;
- g. Present THE CITY in THE ECONOMIC ALLIANCE's marketing materials, including its website;
- h. Provide annual or more frequent reports to THE CITY on the performance of the services described and outlined herein;
- i. Prepare press releases and act as media liaison publicizing THE CITY's efforts.
- j. THE CITY will be included as a participant in THE ECONOMIC ALLIANCE's economic development initiative San Jacinto Historic District, which focuses quality of life projects. This service provides to the City that the Economic Alliance will communicate grant opportunities regarding this project to city, at no obligation to the city.
- k. Invitation to city officials and staff to all events organized and/or hosted by THE ECONOMIC ALLIANCE;
- l. THE ECONOMIC ALLIANCE will provide full membership on its board of directors for a designee of THE CITY.

Section 3.02: Upon request, THE ECONOMIC ALLIANCE will make available to THE CITY the following:

- a. Access to information in its library and databases with the exception of company economic development prospects who are not seeking to locate in THE CITY;
- b. Copies of THE ECONOMIC ALLIANCE studies reports and evaluations relating to economic development issues with the exception of work related to confidential prospects;
- c. Copies of THE ECONOMIC ALLIANCE publications;

#### **ARTICLE IV**

##### **Term of Contract**

Section 4.01: This agreement is for the thirty six (36) month period beginning July 1, 2024 and ending June 30, 2027.

#### **ARTICLE V**

##### **Terms of Payment**

Section 5.01: THE CITY agrees to pay THE ECONOMIC ALLIANCE a total amount of TWENTY FIVE THOUSAND AND NO/100ths Dollars (\$25,000.00) per each twelve (12) month period (annually) for the performance of the services provided herein. Performance update reports shall be provided to THE CITY on at least an annual basis.

Section 5.02: THE ECONOMIC ALLIANCE, as part of the payment for services received, shall perform services outlined in this document.

Section 5.03: THE ECONOMIC ALLIANCE shall present annual billing statements to THE CITY describing the services performed. THE CITY shall promptly process such statements, and make payment within thirty (30) days of receipt.

#### **ARTICLE VI**

##### **Termination**

Section 6.01: THE CITY may terminate this Agreement at any time by giving 30 days' written notice to THE ECONOMIC ALLIANCE. THE CITY's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

Section 6.02: On receiving the notice, THE ECONOMIC ALLIANCE shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to their Agreement. Within 30 days of the termination date THE CITY shall pay to the THE ECONOMIC ALLIANCE, pro-rated on a monthly basis, the fees for services rendered under this Agreement unless the fees exceed the allocated funds remaining under this Agreement.

Section 6.03: TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE THE ECONOMIC ALLIANCE'S ONLY REMEDIES FOR THE CORPORATION'S TERMINATION FOR CONVENIENCE, WHICH DOES



NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. THE ALLIANCE WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

Section 6.04: **Termination for Cause by THE ECONOMIC ALLIANCE:** THE ECONOMIC ALLIANCE may terminate its performance under this Agreement only if THE CITY defaults and fails to cure the default after receiving written notice of it. Default by THE CITY occurs if THE CITY fails to perform one or more of its material duties under this Agreement. If a default occurs and THE ECONOMIC ALLIANCE wishes to terminate the Agreement, then THE ALLIANCE must deliver a written notice to the city manager describing the default and the proposed termination date. The date must be at least 30 days after the city manager receives notice. THE ECONOMIC ALLIANCE, at its sole option, may extend the proposed termination date to a later date. If THE CITY cures the default before the proposed termination date, then the proposed termination is ineffective. If THE CITY does not cure the default before the proposed termination date, then THE ECONOMIC ALLIANCE may terminate its performance under this Agreement on the termination date. To effect final termination, THE ECONOMIC ALLIANCE must notify THE CITY'S manager in writing.

Section 6.05: **Termination for Cause by THE CITY:** If THE ECONOMIC ALLIANCE defaults under this Agreement, THE CITY manager may either terminate this Agreement or allow THE ECONOMIC ALLIANCE to cure the default as provided below. THE CITY's right to terminate this Agreement for THE ECONOMIC ALLIANCE's default is cumulative of all rights and remedies, which exist now or in the future. Default by THE ECONOMIC ALLIANCE occurs if:

- a. THE ECONOMIC ALLIANCE fails to perform any of its duties under this Agreement;
- b. THE ECONOMIC ALLIANCE becomes insolvent;
- c. All or a substantial part of THE ECONOMIC ALLIANCE's assets are assigned for the benefit of its creditors; or
- d. A receiver or trustee is appointed for THE ECONOMIC ALLIANCE.

Section 6.06: If a default occurs, THE CITY manager may, but is not obligated to, deliver a written notice to THE ECONOMIC ALLIANCE describing the default and the termination date. THE CITY manager, at his or her sole option may extend the termination date to a later date. If the city manager allows THE ECONOMIC ALLIANCE to cure the default and THE ECONOMIC ALLIANCE does so to THE CITY manager's satisfaction before the termination date, then the termination is ineffective. If THE ECONOMIC ALLIANCE does not cure the default before the termination date, then the city manager may terminate this Agreement on the termination date, at no further obligation of the Corporation.

Section 6.07: To effect final termination, THE CITY manager must notify THE ECONOMIC ALLIANCE in writing. After receiving the notice, THE ECONOMIC ALLIANCE shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to the Agreement.

## **ARTICLE VII**

### **Miscellaneous**

7.01 The relationship of THE ECONOMIC ALLIANCE to THE CITY shall be that of an independent contractor. THE City shall have no authority to direct the day-to-day activities of any of THE ECONOMIC ALLIANCE's employees or representatives, shall have no authority over THE ECONOMIC ALLIANCE's decisions, and shall have no rights to ownership of internal working papers or other information or data of THE ECONOMIC ALLIANCE, except as otherwise specifically authorized or required herein.

7.02 This Agreement shall be binding upon and inure to the benefit of THE CITY and THE ECONOMIC ALLIANCE and shall not bestow any rights on any third parties.

7.03. Failure of either party hereto to insist on the strict performance of any of the provisions hereof, or failure of performance, shall not be considered a waiver of the right to insist on or 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 failure of performance.

7.04. This Agreement shall be subject to and construed in accordance with the laws of the State of Texas and of the United States of America and is performable in Harris County, Texas.

7.05. All notices required or allowed hereunder shall be given in writing and shall be deemed delivered when actually received or on the third day following its deposit into a United States Postal Service post office or receptacle with prepaid postage affixed thereto, and sent by certified mail, return receipt requested, addressed to the respective party at the address set forth below, or at such other address the receiving party may have theretofore prescribed by written notice to the sending party:

If to THE CITY OF DEER PARK:

City of Deer Park  
Attention: Jay Stokes  
City Manager  
P.O. Box 700  
Deer Park, Texas 77536

If to THE ECONOMIC ALLIANCE:

Economic Alliance  
Attention: Chad Burke  
President/CEO  
203 Ivy Avenue, Ste 200  
Deer Park, Texas 77536

7.06. This Agreement contains the entire agreement of the parties and any changes and amendments hereto must be in writing and signed by both parties. This Agreement is executed in two originals.

**ECONOMIC ALLIANCE  
HOUSTON PORT REGION**

By \_\_\_\_\_

Name: Chad D. Burke  
Title: President/CEO

Date Signed: \_\_\_\_\_

**ATTEST/SEAL**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF DEER PARK:**

By \_\_\_\_\_

Name: Jay Stokes  
Title: City Manager

Date Signed: \_\_\_\_\_

**ATTEST/SEAL**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_



## Legislation Details (With Text)

**File #:** RES 24-099    **Version:** 1    **Name:**

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

**File created:** 4/3/2024    **In control:** City Council

**On agenda:** 4/16/2024    **Final action:**

**Title:** Consideration of and action on a resolution authorizing the City's participation in the Sheriff's Association of Texas Procurement Program.

**Sponsors:** Finance

**Indexes:**

**Code sections:**

**Attachments:** [Res - Sheriffs' Association of Texas](#)  
[City of Deer Park Master Agreement - Sheriff's Association](#)

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Consideration of and action on a resolution authorizing the City's participation in the Sheriff's Association of Texas Procurement Program.

### Summary:

The City is a member of several purchasing cooperatives, such as the H-GAC, BuyBoard, Texas Department of Information Resources (TXDIR), Tarrant County, Purchasing Solutions Alliance (PSA), and the General Services Administration (GSA). Purchasing cooperatives typically focus on a slightly different type of vendor or product base (e.g., technology, vehicles, services, etc.), but each provides governmental and public entities a unique opportunity for greater efficiency and economy in procuring goods and services.

### Fiscal/Budgetary Impact:

There is no cost to join this purchasing coop.

Approve the resolution authorizing the City of Deer Park to participate in the Sheriff's Association of Texas Procurement Program.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK,  
TEXAS AUTHORIZING THE CITY OF DEER PARK'S PARTICIPATION IN THE  
SHERIFFS' ASSOCIATION OF TEXAS PROCUREMENT PROGRAM**

**Whereas**, Texas Government Code, Chapter 791, Interlocal Cooperation Act, and Texas Local Government Code, Chapter 271, Subchapter F. Cooperative Purchasing Program, authorizes local governments to enter into interlocal agreements with another governmental agency to participate in their cooperative purchasing program, and

**Whereas**, the Sheriffs' Association of Texas is a 501 (c)(3) organization located in Austin, Texas that offers a cooperative bid program for police rated, special service, and administrative vehicles, trucks and vans.

**Whereas**, the City of Deer Park desires to become a member of the Sheriffs' Association of Texas procurement program.

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

That the City is hereby authorized to participate in the Sheriffs' Association of Texas procurement program.

**PASSED, APPROVED AND ADOPTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR, City of Deer Park, Texas

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED:**

\_\_\_\_\_  
City Attorney

## MASTER COOPERATIVE PURCHASING AGREEMENT

This Master Cooperative Purchasing Agreement ("Agreement"), effective April 8, 2024, is made by and between the Sheriffs' Association of Texas, Inc. ("SAT"), a Texas non-profit corporation, and the City of Deer Park, Texas ("End User"), a local government created under the laws of the State of Texas.

### WITNESSETH

WHEREAS, SAT's Vehicle Procurement Program ("VPP") is a cooperative bid program where SAT solicits bids for vehicles to be purchased directly from vehicle vendors by units of local government or political subdivisions, including, but not limited to, municipalities and counties, local county boards of public instruction, and local public safety agencies or authorities; and

WHEREAS, the purpose of the VPP is to provide public procurement of quality goods to support effective and efficient government, ensuring the prudent use of public funds. This includes providing efficient delivery of products and services; obtaining best value through competition; offering fair and equitable competitive contracting opportunities for suppliers; and maintaining public confidence through ethical and transparent procurement practices; and

WHEREAS, SAT will serve as the "Contract Administrator" in the solicitation of bids process. The purpose of the solicitation for bids is to identify the most suitable manufacturer's authorized dealer for the purchase of vehicles on a "no trade-in basis;" and

WHEREAS, the SAT Contract Administrator will award the bid to the lowest and best responsive bidder by specification and by manufacturer. The award will be determined by the price of the bid, qualifications based on a dealer's facilities and financial resources, and demonstrated ability to perform the work in a satisfactory manner;

NOW, THEREFORE, SAT and the End User agree as follows:

#### 1.0 **Responsibilities of the parties.**

- 1.1 The SAT will identify, solicit, and invite interested vehicle vendors, including but not limited to vehicle manufacturers, dealers and certified representatives, to submit bids for vehicles.
- 1.2 The SAT will develop and provide all necessary solicitation, bid, and contract award documents which will enable End User to purchase vehicles directly from vendors at a competitive price.
- 1.3 The SAT will consult with the End User as needed in order to facilitate End User's purchase of vehicle through the VPP.

- 1.4 The SAT will prepare “solicitation for bid” documents in order to obtain price commitments from manufacturers and dealers for the sale of vehicles to End User.
- 1.5 The End User agrees to be bound by the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, which is attached hereto and incorporated by reference as if fully set forth herein.
- 1.6 The End User agrees to provide to the SAT all information and assistance requested by the SAT that is reasonably necessary to remain in compliance with the Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions.

2.0 **Compliance with Laws.** SAT and End User each represent and warrant to the other party that each has obtained all regulatory approvals and licenses necessary to enter into and perform under the terms and conditions of this Agreement. Further, the SAT and the End User represent and warrant to the other party that each is in compliance with all applicable laws and regulations and each party covenants to remain in compliance with such laws and regulations during the term of this Agreement.

3.0 **Term.** The term of this Agreement shall commence on the date set out above and shall continue in effect for one (1) year. Thereafter, this Agreement shall renew automatically for successive one (1) year terms ending on the initial anniversary date each year.

4.0 **Termination.** This Agreement may be terminated by either party at any time without cause by written notice to the other party given at least ninety (90) days in advance of the effective date of termination.

5.0 **Trademarks and Copyrights.** The parties reserve the right to the control and use of their names and all seals, symbols, trademarks, or service marks presently existing or later established. Neither party shall use the other party’s name, seals, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such other party unless agreed to in this document. Any use by a party, without the approval of the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notice of such other party or termination of this Agreement. Each party hereby grants the other party the right to use its name, address, and telephone number in connection with the other party's obligations hereunder.

6.0 **Notices.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid to the recipient at its respective address designated on the signature page of this Agreement.

7.0 **Independent Contractors.** The SAT and the End User are each acting as independent contractors under this Agreement and not as a partner, joint venture or employee of any other party to this Agreement. Each party shall be responsible for all taxes or similar charges payable with respect to any amounts received by such party under this Agreement. End User shall have no authority to bind SAT to any agreement or obligation. SAT shall have no authority to bind End User to any agreement or obligation. No party shall make any representations to the contrary.

The responsibilities of the SAT in administering the VPP are limited to those specified in the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, attached hereto and incorporated by reference as if fully set forth herein. This Agreement shall not create additional legal obligations for SAT beyond those specified in the attached Terms and Conditions.

8.0 **Amendments.** The parties reserve the right to amend or terminate this Agreement, as provided herein or as specified by amendment. All amendments or modifications to this Agreement must be mutually agreed to in writing by the End User and the SAT.

9.0 **Severability.** If any portion of this Agreement shall, for any reason, be invalid or unenforceable, such portion shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable, and of full force and effect.

10.0 **Waiver.** The waiver by either party of any breach of, or failure to insist upon strict compliance with, any provision of this Agreement or warranty or representation set forth herein, shall not be construed as a waiver of any prior or subsequent breach of or failure of strict compliance with the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

11.0 **Entire Agreement.** This Agreement, including any exhibits or attachments hereto, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

12.0 **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

13.0 **Assignment.** Neither party shall in any manner assign, subcontract, or otherwise delegate its rights, duties or obligations under this Agreement unless the other party approves of such assignment, subcontract, or delegation by prior written consent thereto.



This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.0 **Force Majeure**. The obligations of the SAT and the End User hereunder shall be excused during any period of delay or inability to perform caused by matters such as strikes, acts of God, shortages of raw materials or power, an inability to obtain products or services after the parties use their best efforts to provide such products or services, governmental action or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable efforts of the parties to control.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement to be effective as of the day and year shown on the first page.

**Sheriffs' Association of Texas, Inc.**  
**1601 S. Interstate 35**  
**Austin, TX 78741-2503**

**City of Deer Park, Texas**  
**710 East San Augustine**  
**Deer Park, TX 77536**

  
\_\_\_\_\_  
SAT Authorized Signature

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



## Legislation Details (With Text)

**File #:** RES 24-100    **Version:** 1    **Name:**  
**Type:** Resolution    **Status:** Agenda Ready  
**File created:** 4/9/2024    **In control:** City Council  
**On agenda:** 4/16/2024    **Final action:**  
**Title:** Consideration of and action on a resolution for the leasing from PNC / EZGO for golf carts for the Battleground Golf Course.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [City of Deer Park - #1163179-3](#)

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Consideration of and action on a resolution for the leasing from PNC / EZGO for golf carts for the Battleground Golf Course.

### Summary:

In July of 2020, the City of Deer Park entered into an agreement with PNC with a 48 Month Lease for 80 Golf Carts as part of an agreement with Touchstone Golf to manage the Battleground Golf course. The lease is in its final year and slated to end in July of 2024.

City staff & Touchstone provided a recommendation to enter into a new agreement with EZGO for 80 RXV Elite golf carts for a 60-month lease to council which was approved in March 2024. The cost for each cart will be \$119.00 per month with the lithium batteries and screen. The total monthly cost for the lease would be \$9,520.00 and total annual cost will be \$114,240.00.

As part of the lease paperwork from PNC, they require a resolution to be passed by City Council. That resolution is attached.

### Fiscal/Budgetary Impact:

Funds for this lease are budgeted annual in 450-49080.

Approve the provided resolution as part of the PNC lease paperwork for 80 RXV Elite golf carts for a 60-month lease.



**Dated as of** April 5, 2024

Lease Number 1163179-3

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CITY OF DEER PARK dba Battleground Golf Course  
1600 Georgia Ave  
Deer Park, TX 77536

Dear Customer:

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease – Please have the Authorized Signor execute the documents and provide their title.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- If you are tax exempt, please provide a copy of your Tax Exemption Certificate.
- If your financed amount is over \$1,000,000, we require the original executed documents to be returned to:  
PNC Bank, National Association  
655 Business Center Drive, Suite 250  
Horsham, PA 19044
- Above documentation can be emailed to [SMEDocs@leaserv.com](mailto:SMEDocs@leaserv.com).

Thank you for choosing PNC Bank, National Association for your financing needs. We appreciate your business. If I can be of assistance, please contact me at [tom.cole@pnc.com](mailto:tom.cole@pnc.com) or [SMEDocs@leaserv.com](mailto:SMEDocs@leaserv.com).

If you have questions or need information on your contract in the future, you can call our customer service team at 800-559-2755 or email them at [customercare@leaserv.com](mailto:customercare@leaserv.com).

Sincerely,

Tom Cole

Commercial Transaction Coordinator

# Lease Agreement

Dated as of April 5, 2024

Lease Number: 1163179-3

Lessor: PNC Bank, National Association  
655 Business Center Drive  
Horsham, Pennsylvania 19044

Lessee: LESSEE FULL LEGAL NAME  
CITY OF DEER PARK dba Battleground Golf Course  
1600 Georgia Ave  
Deer Park, TX 77536  
FEDERAL TAX ID  
746000660

## Equipment Description:

Quantity	Description	Serial No.
80	2024 E-Z-GO RXV Elite Lithium Golf Cars	

## Payment Information

Number of Payments: 60	Rent Amount: \$ 9,520.00 + Applicable Taxes	Payable: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> See Attached Variable Payment Structure	Lease Term (in months): 60 months	End of Lease Provision: <input checked="" type="checkbox"/> FMV- Cars <input type="checkbox"/> Rental <input type="checkbox"/> PUT - _____ <input type="checkbox"/> FMV – Turf (Annual Hours _____) <input type="checkbox"/> \$1 Out
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☐ See Schedule A for variable payment structure.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

## TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the “Equipment”) described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee’s responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee’s Rent payments are due in Advance, Lessee’s first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor’s acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee’s obligations to Lessor.  
**NON-APPROPRIATION OF FUNDS.** Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee’s fiscal year, Lessee’s chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN “AS IS” CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE’S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES

**WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

- 6. TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment during the Lease Term.
- 7. USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full-service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
- 8. TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
- 9. INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
- 10. IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
- 11. LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
- 12. INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
- 13. DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
- 14. REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law plus the Fair Market Value (as defined herein) of the Equipment (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
- 15. LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Lease on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Lease Term at a price equal to the Fair Market Value thereof, plus applicable taxes. Fair Market Value shall be the retail in-place value of the Equipment as determined solely by Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Lease Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent calculated on a monthly basis.

- 16. RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs as provided herein, or (c) Lessee does not exercise its purchase option at the end of the Lease Term, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third-party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent calculated on a monthly basis until the Equipment is received and accepted by Lessor.
- 17. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
- 18. LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
- 19. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
- 20. ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee. Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
- 21. COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
- 22. MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
- 23. NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
- 24. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered**

**Entity**” means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; **“Embargoed Property”** means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; **“Reportable Compliance Event”** means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity’s use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; **“Sanctioned Jurisdiction”** means a country subject to a sanctions program maintained by any Compliance Authority; and **“Sanctioned Person”** means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

- 25. USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
- 26. WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor’s damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor’s rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
- 27. IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

**LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE’S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.**

**PNC Bank, National Association**  
**(“Lessor”)**

**X** \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

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

655 Business Center Drive  
Horsham, PA 19044

**CITY OF DEER PARK dba Battleground Golf Course**  
**(“Lessee”)**

**X** \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Date

1600 Georgia Ave  
Deer Park, TX 77536

# CERTIFICATE OF ACCEPTANCE

Lease Number: 1163179-3

In compliance with the terms, conditions and provisions of Lease Agreement # 1163179-3 ("**Lease**") by and between the undersigned **CITY OF DEER PARK dba Battleground Golf Course** ("**Lessee**") and PNC Bank, National Association ("**Lessor**"), Lessee hereby:

1. certifies and warrants that all Equipment described in the Lease referenced above ("**Equipment**") is delivered, inspected and fully installed, and operational as of the Acceptance Date as indicated below;
2. accepts all the Equipment for all purposes under the Lease and all attendant documents as of the date of return of this Certificate to Lessor ("**Acceptance Date**"); and
3. restates and reaffirms, as of such Acceptance Date, each of the representations, warranties and covenants heretofore given to Lessor in the Lease.

Lessor is hereby authorized to insert serial numbers on the Lease.

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CITY OF DEER PARK dba Battleground Golf  
Course  
("Lessee")

X \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

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

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

1600 Georgia Ave  
Deer Park, TX 77536



### OPINION OF COUNSEL

I have acted as counsel to: **CITY OF DEER PARK dba Battleground Golf Course** ("Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (B) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (C) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of \_\_\_\_\_.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

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

Print Name: \_\_\_\_\_

Law firm: \_\_\_\_\_

## RESOLUTION AND CERTIFICATE OF INCUMBENCY

### Lease Number 1163179-3

Lessee: CITY OF DEER PARK dba Battleground Golf Course

Amount: \$571,200 (Payment x Term)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the \_\_\_\_\_ OR \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

#### NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

ADOPTED AND APPROVED on this \_\_\_\_\_, 20\_\_.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: CITY OF DEER PARK dba Battleground Golf Course

\_\_\_\_\_  
Signature of Secretary/Clerk of Lessee

Print Name: \_\_\_\_\_

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

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



April 5, 2024

**CITY OF DEER PARK dba Battleground Golf Course**

1600 Georgia Ave  
Deer Park, TX 77536  
Attn: Accounts Payable

RE: Insurance Coverage Requirements for Equipment Financing Transaction between  
PNC Bank, National Association and CITY OF DEER PARK dba Battleground Golf Course

Before funding your transaction, PNC Bank, National Association requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Bank, National Association will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
80	2024 E-Z-GO RXV Elite Lithium Golf Cars	

As a condition to entering into the equipment financing transaction, PNC Bank, National Association requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis.
2. PNC Bank, National Association must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement.
3. For leases only, PNC Bank, National Association must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Bank, National Association must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Bank, National Association as follows:

PNC Bank, National Association, and its successors and assigns, as lender loss payee  
Attn: Insurance Department  
655 Business Center Drive, Suite 250  
Horsham, PA 19044

When completed, the evidence of insurance should be emailed to: [SMEDocs@leaserv.com](mailto:SMEDocs@leaserv.com)



**Customer Information**

**Lease # 1163179-3**

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

**Lessee Information**

Full Business Legal Name: : CITY OF DEER PARK	Federal Tax ID Number: 746000660
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**Preferred Method of Payment:**

Is a Purchase Order required on Invoices? ☐ YES ☐ NO PO # \_\_\_\_\_

Please enter your preferred method (Mail/Email): \_\_\_\_\_

- Mail - If you would like to receive your Monthly Invoice by Mail, please provide this information:

Invoices should be directed to:	Attention:		
Address:	City:	State:	Zip:

- Email - If you would like to receive your Monthly Invoice by Email, please provide this information:

Contact Name:	Email:
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**Contact Information**

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

**I hereby attest the above information is accurate.**

Signature X	Date
----------------	------

Email:

**PNC Bank, National Association** ("PNC"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

**Please indicate below if your lease is subject to tax or whether a valid exemption exists.**

**Sales Tax**

- ☐ I agree that my lease is subject to sales/use tax.
- ☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- ☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- ☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- ☐ Inside city limits      ☐ Outside city limits      ☐ Unincorporated area

**Property Tax**

- ☐ I have a valid abatement or property tax exemption (documentation attached).
- ☐ Location:      State \_\_\_\_\_  
Taxing District \_\_\_\_\_

Additional comments:

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**Lease Number 1163179-3**

**Lessee: CITY OF DEER PARK dba Battleground Golf Course**

Signature:

X

Print Name:

Title:

Date:

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**PLEASE COMPLETE AND SIGN FORM**



## Legislation Details (With Text)

**File #:** ORD 24-047    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 4/3/2024    **In control:** City Council  
**On agenda:** 4/16/2024    **Final action:**  
**Title:** Consideration of and action on an ordinance to amend the Fiscal Year 2023-2024 Fire Control Prevention and Emergency Medical Services District Budget for the Purchase of a 2022 Chevy 4500 Diesel Chassis with Patient Compartment.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Ord - Amend Budget FY24 FCPEMSD Ambulance](#)  
[Deer Park Fire Q2968\\_31224 \(002\)](#)

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Consideration of and action on an ordinance to amend the Fiscal Year 2023-2024 Fire Control Prevention and Emergency Medical Services District Budget for the Purchase of a 2022 Chevy 4500 Diesel Chassis with Patient Compartment.

**Summary:**

The Fiscal Year 2023-2024 Fire Control Prevention and Emergency Medical Services District (FCPEMS) Budget includes funding to purchase a 2022 Chevy 4500 diesel chassis with a patient compartment (ambulance) to replace Medic 4 from Knapp Chevrolet through HGAC Contract #AM10-20. The total cost of the ambulance is \$283,302.00; however only \$266,000.00 was budgeted due to receiving \$19,000.00 in trade in value for the current Medic 4.

In November 2023, the current Medic 4 was involved in an accident, causing the ambulance to be totaled. As a result, the District lost \$19,000.00 in trade in value to offset the cost of the new ambulance. The District is now required to pay the full cost of the ambulance, causing this line item to exceed its budgeted appropriation. A \$103,340.00 insurance reimbursement payment for the totaled Medic 4 has been received and will be posted as revenue.

To fully fund the purchase of the new Medic 4, a budget amendment in the amount of \$19,000.00 is necessary.

This budget amendment is scheduled to be authorized by the FCPEMSD Board at their meeting on April 15, 2024.

**Fiscal/Budgetary Impact:**

Add \$19,000.00 to the Fiscal Year 2023-2024 FCPEMS budget for the EMS Department (Account No. 830-312-49060, Automobiles) to be funded by the unassigned fund balance of the FCPEMS District, which is available for this purpose.

Approve the ordinance to amend the Fiscal Year 2023-2024 budget for the FCPEMSD.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE 2023-2024 BUDGET FOR THE FIRE CONTROL PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED.**

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

**I.**

That the City of Deer Park's budget for the fiscal year ending September 30, 2024 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

**II.**

That the Fire Control Prevention and Emergency Medical Services District's budget for the fiscal year ending September 30, 2024 included the amount of \$266,000.00 for the purchase of a 2022 Ford F450 ambulance chassis with a patient compartment to replace Medic 4.

**III.**

That the total cost of the ambulance is \$283,302.00; however, only \$266,000.00 was budgeted as \$19,000.00 in trade in value for the current Medic 4 was expected to be received. That in November 2023, the current Medic 4 was totaled during a traffic accident and caused the \$19,000.00 in trade in value to be lost. An insurance reimbursement for the totaled Medic 4 has been received in the amount of \$103,340.00 and will be recorded as revenue.

**IV.**

That because of the aforementioned loss in trade in value, the total cost of the vehicle in the amount of \$283,302.00 is due. As a result, it is necessary to amend the Fire Control Prevention and Emergency Medical Services District's budget for the fiscal year ending September 30, 2024 to include an additional \$19,000.00 to fully fund the purchase.

**V.**



That funding for the amendment to the expenses of the adopted budget of the Fire Control Prevention and Emergency Medical Services District for the fiscal year ending September 30, 2024 will include the amount of \$19,000.00 from the unassigned fund balance of the district, which is available for this purpose.

**VI.**

That the budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2024, be, and the same is hereby, in all respects finally approved and amended as so described and shall be, and is hereby, filed with the City Secretary of said City.

**VII.**

That the amounts specified are for the purposes named in said budget, and they are hereby appropriated to and for such purposes.

**VIII.**

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

**IX.**

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the \_\_\_\_ day of \_\_\_\_\_, 2024 **by a vote of** \_\_\_\_\_ **“Ayes” and** \_\_\_\_\_ **“Noes”.**

\_\_\_\_\_  
**MAYOR**, City of Deer Park, Texas

**ATTEST:**

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City Secretary

**APPROVED:**

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City Attorney

Customer Quote



3/12/2024 7:16:21 AM

Estimate No: Q2968-0001  
Quote Date: 1/23/2024  
Expiration Date: 4/27/2023  
Salesperson: PB  
Payment Terms: Net 30

Invoice To: 10288  
Deer Park Fire Department  
City of Deer Park  
P. O. Box 700  
Deer Park TX 77536  
US

Deliver To:  
Deer Park Fire Department  
City of Deer Park  
P. O. Box 700  
Deer Park TX 77536  
US  
Phone:281-478-7281

Order Instructions:

limited edition discount applied. If any change to discount a reevaluation of the spec will be required to verify discount is still applicable.  
TV - 3/12/2024 - Removed -\$19,000 Trade in Estimate Line per customer request

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Configurable Module	1.00	EA	\$	228,282.00	\$	228,282.00
2	CHASSIS 2022 CHEVY 4500 Diesel	1.00	EA	\$	63,750.00	\$	63,750.00
3	DELIVERY Customer to pick up FOB Frazer	1.00	M	\$	0.00	\$	0.00
4	HGAC-NEW Contract No. AM10-20	1.00	EA	\$	1,000.00	\$	1,000.00
5	17965-B Organizer-Acrylic, Long, 11 Pocket TM1	1.00	EA	\$	270.00	\$	270.00
7	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote



3/12/2024 7:16:21 AM

Estimate No: Q2968-0001  
Quote Date: 1/23/2024  
Expiration Date: 4/27/2023  
Salesperson: PB  
Payment Terms: Net 30

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount
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Remit To:

Frazer, Ltd.  
7219 Rampart Street  
Houston TX 77081

Sale Amount: 293,302.00  
Order Disc( 3.4095%): -10,000.00  
Surcharge: N/A  
Sales Tax: 0.00  
Misc Charges: 0.00  
Total Amount: 283,302.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. .



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For your convenience, all pricing has been itemized below per quote Q2968-0001 for Deer Park Fire Department

Base Module	\$ 142,682.00
Chassis Exterior	\$ 23,400.00
Module Exterior	\$ 29,125.00
Chassis Interior	\$ 3,550.00
Module Interior	\$ 29,525.00
<b>Total \$</b>	<b>228,282.00</b>

**Items included in above totals:**

- |   |             |
|---|-------------|
| 1. Type I 14' Module - Side Entry Door Forward of Front I/O Configuration | \$ 5,350.00 |
| 2. This is a CAAS GVS v2.0 Unit   | \$ incl     |

**Chassis Exterior:**

- |   |                  |
|---|------------------|
| 4. Heat Shielding for Diesel Chassis  | \$ 1,750.00      |
| 5. Chassis Paint Layout: Keep Factory Paint Color - White   | \$ incl          |
| 6. Chassis : 2022 Chevy 4500, Diesel, 4x2, Regular Cab, 108" Cab to Axle, GAZ - Summit White (FLNA 40005) | \$ incl          |
| 7. Suspension: LiquidSpring   | \$ 13,550.00     |
| 8. Wheel type: Stainless steel covers   | \$ incl          |
| 9. Road Force Elite tire and wheel balancing  | \$ incl          |
| 10. Grille Guard: Full Replacement Bumper   | \$ 4,500.00      |
| 11. 10" and 12" Air Horns   | \$ 1,250.00      |
| 12. Compressor Type: Standard   | \$ 725.00        |
| 13. Switching Options: Truck Horn/ Air Horn   | \$ 150.00        |
| 14. Window Tint (35% VLT) on Chassis Doors  | \$ 325.00        |
| 15. Passenger's side Grille Light: Whelen M4 Red/Clear Light  | \$ 100.00        |
| 16. Driver's side Grille Light: Whelen M4 Clear/Red Light   | \$ 100.00        |
| 17. Passenger's side Intersect Light: Whelen M4 Red/Clear Light   | \$ 100.00        |
| 18. Driver's side Intersect Light: Whelen M4 Clear/Red Light  | \$ 100.00        |
| 19. Driver Fender Light: Whelen M4 Red/Clear Light  | \$ 375.00        |
| 20. Passenger Fender Light: Whelen M4 Clear/Red Light   | \$ 375.00        |
| <b>Chassis Exterior Subtotal \$</b>   | <b>23,400.00</b> |

**Module Exterior:**

- |  |              |
|--|--------------|
| 21. Power Source: Onan 5.5kW Generator | \$ 11,000.00 |
| 22. Non-Locking Gas Cap                | \$ incl      |



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23. Module Paint Layout: White - Frazer White (Frazer White)	\$	incl
24. Roof Color: Frazer White (Frazer White)	\$	incl
25. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay	\$	1,750.00
26. Entry Door Conspicuity Layout - Squares : White Base Color	\$	375.00
27. Compartment Conspicuity Layout - Strips : White Base Color	\$	200.00
28. Frazer Provided Graphics	\$	2,700.00
29. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl
30. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	\$	250.00
31. Shore Power: Single 30 Amp on Front Wall	\$	incl
32. Pigtail/Plug Option: Pigtail	\$	incl
33. Install Ignition Kill Switch	\$	325.00
34. Coax 1: Run coax from location 1 to Chassis	\$	incl
35. Coax 2: Run coax from location 2 to Chassis	\$	incl
36. Coax 3: Run coax from location 3 to Electrical Compartment	\$	incl
37. Coax 4: Run coax from location 4 to Electrical Compartment	\$	incl
38. Front Wall Light Layout: Lower 5 Lights	\$	incl
39. Front Wall Light #1: Whelen M6 Clear Light	\$	incl
40. Front Wall Light #2: Whelen M6 Red Light	\$	incl
41. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
42. Front Wall Light #4: Whelen M6 Red Light	\$	incl
43. Front Wall Light #5: Whelen M6 Clear Light	\$	incl
44. Front Wall Driver Side Box Light: Whelen M9 Red Light	\$	150.00
45. Front Wall Passenger Box Light: Whelen M9 Red Light	\$	150.00
46. Driver Wall Front Box Light: Whelen M9 Red Light	\$	150.00
47. Driver Wall Rear Box Light: Whelen M9 Red Light	\$	150.00
48. Driver Wheel Well Light: Whelen M6 Red/Clear Light	\$	100.00
49. Side Scene Lights: Spectra SPA900	\$	incl
50. O2 Compartment Style: 76" O2 Standup	\$	incl
51. O2 Cylinder Electric Lift	\$	5,000.00
52. O2 Cylinder Changing Wrench	\$	100.00
53. O2 Regulator - Ship Loose	\$	200.00
54. Intermediate Compartment Style: Horizontal Adjustable Shelf	\$	incl



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55. Electrical Compartment Style: Taller Electrical Compartment	\$	incl
56. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
57. Rear Storage Compartment Style: Rear Storage with Divider and Adjustable Shelf	\$	250.00
58. Module Window Option: Sliding Window	\$	incl
59. Upper Rear Wall Light Layout: 3 Across	\$	incl
60. Upper Light #1: Whelen M6 Load Light	\$	incl
61. Upper Light #2: Whelen M6 Amber Light	\$	incl
62. Upper Light #3: Whelen M6 Load Light	\$	incl
63. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
64. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
65. Lower Light #3: Whelen M6 Red Light	\$	incl
66. Lower Light #4: Whelen M6 Red Light	\$	incl
67. Rear Wall Driver Box Light: Whelen M9 Red Light	\$	150.00
68. Rear Wall Passenger Box Light: Whelen M9 Red Light	\$	150.00
69. Rear Backboard Options: No Shelf	\$	incl
70. Lower BTTs: 2 M6 Lights on each side	\$	825.00
71. Treadbrite Add on: Warning Lights Below Rear Entry Doors	\$	675.00
72. Driver Side Treadbrite Light: Whelen M4 Amber Light and Passenger Side Treadbrite Light: Whelen M4 Amber Light	\$	incl
73. Rear Bumper	\$	incl
74. Door Grabbers	\$	incl
75. License Plate Light	\$	incl
76. Passenger Wall Front Box Light: Whelen M9 Red Light	\$	150.00
77. Passenger Wall Rear Box Light: Whelen M9 Red Light	\$	150.00
78. Passenger Wheel Well Light: Whelen M6 Clear/Red Light	\$	100.00
79. Passenger Scene Light Activated with Side Entry Door	\$	350.00
80. Interior Step Option: Double Step Well	\$	incl
81. Passenger Rear Compartment Style: Onan Genset Compartment	\$	incl
82. Door Locks on Entry Doors and Compartments	\$	2,725.00
83. Gas Hold Open on All Compartments	\$	1,000.00
<b>Module Exterior Subtotal</b>		<b>\$ 29,125.00</b>

**Chassis Interior:**

84. Siren Speakers: Whelen SA 315 Speakers	\$	incl
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85. Tap-2 on Primary Siren	\$	incl
86. Siren Option: Whelen A1 Siren in Electrical Compartment	\$	250.00
87. Mic 1 zip-tied to siren	\$	incl
88. Siren 2 Speakers: Speakers shared with first siren	\$	incl
89. Siren 2 Option: Whelen A1 Siren in Electrical Compartment	\$	825.00
90. Mic 2 zip-tied to siren	\$	incl
91. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
92. Slot 1: Double Slot Switch Panel	\$	incl
93. Slot 2: Joined with 1	\$	incl
94. Slot 3: Radio Plate: 7.06 L X 2 W opening dims	\$	incl
95. Slot 4: Single Blank	\$	incl
96. Kussmaul USB at Console	\$	250.00
97. Console Switch Layout : Primary - Secondary - Siren 1 - Siren 2 - Blank - Kussmaul USB - Air Horn - Rear Load - Interior Lights - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Start/Stop Genset -	\$	incl
98. New Armrest	\$	250.00
99. Console Layout: 4-Slot Console	\$	incl
100. Front Base of Console: 120VAC	\$	600.00
101. Front of Console: Dual Cup Holder	\$	150.00
102. Rear of Console: Double Mapholder	\$	425.00
103. Chassis Rear Wall: 3 High Glove Box Holder	\$	250.00
104. Tremco Anti-Theft System	\$	550.00
<b>Chassis Interior Subtotal</b>		<b>\$ 3,550.00</b>

**Module Interior:**

105. Protek Cushions	\$	incl
106. Cobalt Blue Interior	\$	incl
107. Powdercoated Aluminum Countertops	\$	incl
108. Safety Yellow Powdercoated Grab Rails	\$	200.00
109. Sentinel Disinfection System	\$	4,000.00
110. Stacked Cabinet with Medvault Opening and Refrigerator	\$	3,100.00
111. Medvault w/ Wifi	\$	3,150.00
112. Refrigerator Lock	\$	275.00
113. (2) Glove Box Holders on the Front Wall	\$	375.00
114. Location 1: 8 Switch panel	\$	incl





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115. Location 2: Single O2 Outlet	\$	incl
116. Location 3: Electric O2 panel with monitor	\$	2,000.00
117. Location 4: Volume Control Knob	\$	incl
118. Location 6: Suction	\$	incl
119. Location 7: Quad 120 VAC	\$	incl
120. Location 8: Blank	\$	incl
121. Location 9: Thermostat	\$	incl
122. Kussmaul USB at Action Wall	\$	250.00
123. Door Lock Switch at Action Wall	\$	150.00
124. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Module Heater - Hi/Off/Low; Kussmaul USB; Unlock/Lock; Electric O2; Blank;	\$	incl
125. Sharps Container at Action Wall	\$	incl
126. Acrylic Holder at the Action Wall Cabinet	\$	incl
127. New 6pt Harness at the CPR Seat	\$	600.00
128. Acrylic Holder Aft CPR Seat	\$	incl
129. Genset Start/Stop Switch at Rear Doors	\$	incl
130. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Dump/Bypass (Suspension); Rear Load;	\$	incl
131. Two Seating Positions at the Squad Bench - 1 and 3	\$	incl
132. Harness Type for Seat Position 1: New 6pt Harness	\$	600.00
133. Harness Type for Seat Position 3: New 6pt Harness	\$	600.00
134. Acrylic Holder and Sharps at Squad Bench	\$	925.00
135. Triple Squad Bench Cabinet	\$	1,050.00
136. Trashcan With Lid at the Head of the Squad Bench	\$	incl
137. O2 Outlet Above the Front I/O	\$	incl
138. Door Forward Front I/O with Hospital Grade Power Strip with Lexan Doors	\$	incl
139. 3 High "D" Cylinder Holder in the Front I/O	\$	375.00
140. Duplex Outlet Above the Front I/O	\$	incl
141. Install Evergreen UV-C air and surface disinfection lamp in ceiling raceway with control unit in electrical compartment	\$	5,225.00
142. O2 Outlet in Ceiling Raceway	\$	375.00
143. IV Hanger on Ceiling Raceway	\$	incl
144. Overhead Grabrails on Both Sides	\$	250.00
145. IV Hanger on Squad Bench Ceiling	\$	incl



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146. Head knocker options: With Speakers only	\$	775.00
147. Stryker cot tower only ( no antler and bar )	\$	incl
148. Floor Options: Customer Provided Stryker Power-LOAD - Gen 2	\$	1,925.00
149. Loncoin II Onyx Floor	\$	incl
150. Captain's Chair Type: Valor's Captain's Chair with Child Safety Seat and 4pt. Harness	\$	2,050.00
151. Module Heater : New	\$	1,000.00
152. Customer Provided Items Processing Fee	\$	275.00
<b>Module Interior Subtotal</b>		<b>\$ 29,525.00</b>
153. Temporary Supply Chain Surcharge	\$	15,432.00



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Email this quote along with your PO  
to Paul Brown at [pbrown@frazerbilt.com](mailto:pbrown@frazerbilt.com)

**Remit To:**

Per TMVCC, we are quoting this through our  
licensed franchise dealer, Knapp Chevrolet.

Knapp Chevrolet  
PO box 4179  
Houston, TX 77210

**Standard Terms and Conditions**

**INVOICING AND PAYMENT TERMS:** Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

**CANCELLATION POLICY:** Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

**DELIVERY TERMS:** The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.



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**TERMINATION FOR CAUSE:** Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

**CHANGE ORDERS:** Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

**PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING:** All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

**INDEMNIFICATION:** Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase



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Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

**Customer Initials:** \_\_\_\_\_

**LIMITATIONS ON DAMAGES:** In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

**FORCE MAJEURE:** A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

**TITLE AND RISK OF LOSS:** Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.



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**WAIVER:** Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

**LIENS:** Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

**INSPECTION, REVIEW AND WITNESSING:** Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

**APPLICABLE LAW AND VENUE:** The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

**OWNERSHIP OF DOCUMENTS:** Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

**INSURANCE:** Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.



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**SURVIVAL:** The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).



## Legislation Details (With Text)

**File #:** ORD 24-053    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 4/8/2024    **In control:** City Council  
**On agenda:** 4/16/2024    **Final action:**  
**Title:** Consideration of and action on an ordinance to amend the Fiscal Year 2023-2024 Budget for the Fire Control Prevention and Emergency Medical Services District for the repayment of sales taxes to the State Comptroller's office.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Ord - Amend Budget FY24 FCPEMSD Sales Tax Repayment](#)

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Consideration of and action on an ordinance to amend the Fiscal Year 2023-2024 Budget for the Fire Control Prevention and Emergency Medical Services District for the repayment of sales taxes to the State Comptroller's office.

### Summary:

In November 2023, staff received notification from the State Comptroller's office that the Fire Control Prevention and Emergency Medical Services District (FCPEMSD) was overpaid in sales taxes in the amount of \$391,122.41. This was discovered through an audit by the Comptroller's office of a taxpayer located outside of the city limits who erroneously remitted sales tax to the District for the reporting period of October 2011 through December 2016 and was not the results of an error made by the City of Deer Park or the FCPEMSD. The District entered into a 63-month, interest-free payback arrangement with installment payments of \$6,208.00 deducted from monthly collections.

Staff consulted with our auditors about how to properly record this transaction on the general ledger. Their recommendation was to record a long-term debt liability for the full amount of the overpayment with the other side of the entry being recorded as expense. When monthly collections are received from the Comptroller, the revenue would be grossed to the full collection amount and a debit would be made to the liability account to draw it down.

Following their recommendation, \$391,122.41 must be coded as an expense to the FCPEMSD. As this was an unexpected event, this transaction was not budgeted for. In order to prevent the District from exceeding its budget, a budget amendment is required. The additional appropriation would be funded by the unassigned fund balance of the FCPEMSD.



**Fiscal/Budgetary Impact:**

Add \$391,122.41 to the Fiscal Year 2023-2024 budget for the FCPEMSD (Account No. 830-900-45990, Misc. Operating Expenditures), to be funded by the unassigned fund balance of the FCPEMSD, which is available for this purpose.

Approve the ordinance to amend the Fiscal Year 2023-2024 Budget for the FCPEMSD for the repayment of sales taxes to the State Comptroller's office.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE 2023-2024 BUDGET FOR THE FIRE CONTROL PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED.**

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

**I.**

That the City of Deer Park's budget for the fiscal year ending September 30, 2024 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

**II.**

That the Fire Control Prevention and Emergency Medical Services District's budget for the fiscal year ending September 30, 2024 did not include funds for unexpected expenditures.

**III.**

That in November 2023, the District received notification from the State Comptroller's office that it was overpaid \$391,122.41 in sales taxes. That the overpayment was the result of an audit by the State Comptroller's office of a taxpayer located outside the city limits who erroneously remitted sales taxes to the District during the reporting period of October 2011 through December 2016.

**IV.**

That due to the overpayment, the District entered into a sixty-three month, interest-free payment arrangement with the State Comptroller's office. As a result, it is necessary to record the arrangement on the general ledger as a long-term debt liability and an expense for the full amount of the overpayment.

**V.**

That repaying the aforementioned sales taxes was an unexpected transaction and was therefore not included in the budget for fiscal year ending September 30, 2024. A budget amendment for the Fire Control Prevention and Emergency Medical Services District in the amount of \$391,122.41 is necessary.

**VI.**

That funding for the amendment to the expenses of the adopted budget of the Fire Control Prevention and Emergency Medical Services District for the fiscal year ending September 30, 2024 will include the amount of \$391,122.41 from the unassigned fund balance of the Fire Control Prevention and Emergency Medical Services District, which is available for this purpose.

**VII.**

That the budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2024, be, and the same is hereby, in all respects finally approved and amended as so described and shall be, and is hereby, filed with the City Secretary of said City.

**VIII.**

That the amounts specified are for the purposes named in said budget, and they are hereby appropriated to and for such purposes.

**IX.**

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

**X.**

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the \_\_\_\_ day of \_\_\_\_\_, 2024 **by a vote of** \_\_\_\_\_ **“Ayes” and** \_\_\_\_\_ **“Noes”**.

\_\_\_\_\_  
**MAYOR**, City of Deer Park, Texas

**ATTEST:**

Page 2 of 3  
Ordinance  
2023-2024 Budget Amendment – FCPMSD Sales Tax Repayment

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City Secretary

**APPROVED:**

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City Attorney



## Legislation Details (With Text)

**File #:** ORD 24-052    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 4/8/2024    **In control:** City Council  
**On agenda:** 4/16/2024    **Final action:**  
**Title:** Consideration of and action on an ordinance to amend the Fiscal Year 2023-2024 Budget for the Crime Control and Prevention District for the repayment of sales taxes to the State Comptroller's office.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Ord - Amend Budget FY24 CCPD Sales Tax Repayment](#)

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Consideration of and action on an ordinance to amend the Fiscal Year 2023-2024 Budget for the Crime Control and Prevention District for the repayment of sales taxes to the State Comptroller's office.

### Summary:

In November 2023, staff received notification from the State Comptroller's office that the Crime Control and Prevention District (CCPD) was overpaid in sales taxes in the amount of \$391,122.41. This was discovered through an audit by the Comptroller's office of a taxpayer located outside of the city limits who erroneously remitted sales tax to the District for the reporting period of October 2011 through December 2016 and was not the results of an error made by the City of Deer Park or the CCPD. The District entered into a 63-month, interest-free payback arrangement with installment payments of \$6,208.00 deducted from monthly collections.

Staff consulted with our auditors about how to properly record this transaction on the general ledger. Their recommendation was to record a long-term debt liability for the full amount of the overpayment with the other side of the entry being recorded as expense. When monthly collections are received from the Comptroller, the revenue would be grossed to the full collection amount and a debit would be made to the liability account to draw it down.

Following their recommendation, \$391,122.41 must be coded as an expense to the CCPD. As this was an unexpected event, this transaction was not budgeted for. In order to prevent the District from exceeding its budget, a budget amendment is required. The additional appropriation would be funded by the unassigned fund balance of the CCPD.

**Fiscal/Budgetary Impact:**

Add \$391,122.41 to the Fiscal Year 2023-2024 budget for the CCPD (Account No. 820-900-45990, Misc. Operating Expenditures), to be funded by the unassigned fund balance of the CCPD, which is available for this purpose.

Approve the ordinance to amend the Fiscal Year 2023-2024 Budget for the CCPD for the repayment of sales taxes to the State Comptroller's office.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE 2023-2024 BUDGET FOR THE CRIME CONTROL AND PREVENTION DISTRICT, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED.**

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

**I.**

That the City of Deer Park's budget for the fiscal year ending September 30, 2024 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

**II.**

That the Crime Control and Prevention District's budget for the fiscal year ending September 30, 2024 did not include funds for unexpected expenditures.

**III.**

That in November 2023, the District received notification from the State Comptroller's office that it was overpaid \$391,122.41 in sales taxes. That the overpayment was the result of an audit by the State Comptroller's office of a taxpayer located outside the city limits who erroneously remitted sales taxes to the District during the reporting period of October 2011 through December 2016.

**IV.**

That due to the overpayment, the District entered into a sixty-three month, interest-free payment arrangement with the State Comptroller's office. As a result, it is necessary to record the arrangement on the general ledger as a long-term debt liability and an expense for the full amount of the overpayment.

**V.**

That repaying the aforementioned sales taxes was an unexpected transaction and was therefore not included in the budget for fiscal year ending September 30, 2024. A budget amendment for the Crime Control and Prevention District in the amount of \$391,122.41 is necessary.

**VI.**

That funding for the amendment to the expenses of the adopted budget of the Crime Control and Prevention District for the fiscal year ending September 30, 2024 will include the amount of \$391,122.41 from the unassigned fund balance of the Crime Control and Prevention District, which is available for this purpose.

**VII.**

That the budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2024, be, and the same is hereby, in all respects finally approved and amended as so described and shall be, and is hereby, filed with the City Secretary of said City.

**VIII.**

That the amounts specified are for the purposes named in said budget, and they are hereby appropriated to and for such purposes.

**IX.**

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

**X.**

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the \_\_\_\_ day of \_\_\_\_\_, 2024 **by a vote of** \_\_\_\_\_ **“Ayes” and** \_\_\_\_\_ **“Noes”.**

\_\_\_\_\_  
**MAYOR**, City of Deer Park, Texas

**ATTEST:**

Page 2 of 3  
Ordinance  
2023-2024 Budget Amendment – CCPD Sales Tax Repayment



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City Secretary

**APPROVED:**

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City Attorney



## Legislation Details (With Text)

**File #:** ORD 24-051    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 4/8/2024    **In control:** City Council  
**On agenda:** 4/16/2024    **Final action:**  
**Title:** Consideration of and action on an ordinance confirming the appointment of Kenny Walsh as Director of Parks & Recreation.  
**Sponsors:** James Stokes  
**Indexes:**  
**Code sections:**  
**Attachments:** [Ord - Parks - Rec Director](#)

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Consideration of and action on an ordinance confirming the appointment of Kenny Walsh as Director of Parks & Recreation.

### Summary:

Section 205(C) (2) of the City Charter states the City Council, "Shall, upon recommendation of the manager, appoint the city secretary, deputy city secretary, and all other department directors." With Charlie Sandberg's retirement as Parks & Recreation Director, his position was posted and the final three candidates were interviewed by several groups recently. An executive session with City Council also occurred to discuss this appointment.

The City Manager has offered the Parks & Recreation Director position to Mr. Kenny Walsh and he has accepted it. This appointment is now being submitted for Council confirmation. Confirmation ordinance is attached.

### Fiscal/Budgetary Impact:

N/A.

Confirm the appointment of Kenny Walsh as Director of Parks & Recreation.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING THE APPOINTMENT OF KENNY WALSH AS DIRECTOR OF PARKS & RECREATION FOR THE CITY OF DEER PARK, TEXAS; PROVIDING FOR COMPENSATION; REPEALING ORDINANCES IN CONFLICT.

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

1. That **Kenny Walsh** having been appointed by the City Manager, be, and he is hereby approved as the Director of Parks & Recreation for the City of Deer Park, Texas.
2. The compensation for said Director shall be that as set out under pay scale L23 of the City's Leadership Compensation Plan.
3. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.
4. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

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 \_\_\_\_\_, 2024 by a vote of \_\_\_\_\_ "Ayes" and \_\_\_\_\_ "Noes".

\_\_\_\_\_  
**MAYOR**, City of Deer Park, Texas

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED:**

\_\_\_\_\_  
City Attorney



## Legislation Details (With Text)

**File #:** ORD 24-056    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 4/10/2024    **In control:** City Council  
**On agenda:** 4/16/2024    **Final action:**

**Title:** Consideration of and action on an ordinance to amend the Fiscal Year 2023-2024 Budget for the Capital Improvements Fund for phase 1 and 2 of the Library parking lot replacement project.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Ord - Amend Budget FY24 Library Parking Lot Replacement Project](#)  
[Deer Park Library BuyBoard-North Side](#)  
[Deer Park Library BuyBoard-South Side](#)

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Consideration of and action on an ordinance to amend the Fiscal Year 2023-2024 Budget for the Capital Improvements Fund for phase 1 and 2 of the Library parking lot replacement project.

### Summary:

The Library was originally built in 1969 and expanded in 1994 and 2012. The parking lot consists mainly of two asphalt sections built in 1969/1994, with constructions tied together with a concrete drive poured in 2012. As such, the asphalt and concrete are worn and damaged. There are large potholes in the direct flow of traffic in the asphalt and large areas of cracking in the concrete surrounding the storm drains. Much of the paint and striping has been worn down or away, including instructional traffic flow markings and fire lane indicators. People continuously enter the parking lot from the wrong point, going counter to the direction traffic should be going.

SKE Construction has been to the site and provided us with two-phase BuyBoard contract 660.21. The BuyBoard contract amount of \$74,980.40 is for Phase 1 of construction, which is for the north side of the parking lot, as well as \$56,940.52 for Phase 2, the south side parking lot. At this time, we would like to move forward with construction of both proposed phases and have them constructed at one time.

The Fiscal Year 2023-2024 Capital Improvements Fund Budget includes \$63,800.00 to complete Phase 1 of this project. To complete both phases in this fiscal year a budget amendment in the amount of \$68,200.00 is necessary. The Library Department is requesting to use contingency in the Capital Improvements fund to cover the remaining cost. There are currently \$500,000.00 of contingency funds available.

**Fiscal/Budgetary Impact:**

Add \$68,200.00 to the Fiscal Year 2023-2024 Capital Improvements Budget (Account No. 090-420-49030, Improvements) to be funded from the Contingency balance (Account No. 090-900-45100), which is available for this purpose.

Approve the ordinance to amend the Fiscal Year 2023-2024 budget for the Library parking lot replacement project.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE 2023-2024 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED.**

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

**I.**

That the City of Deer Park's budget for the fiscal year ending September 30, 2024 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

**II.**

That the City of Deer Park's budget for the fiscal year ending September 30, 2024 does include contingency for unexpected expenditures in the Capital Improvements Fund.

**III.**

That due to the poor condition of the parking lot at the library, it is necessary to replace it. The Capital Improvements Fund Budget for fiscal year ending September 30, 2024 includes \$63,800.00 to complete phase one of two of the replacement project.

**IV.**

That because of the aforementioned poor condition of the parking lot, it is prudent to complete both phases of the project now. To fully fund both phases of the project, it is necessary to amend the Capital Improvements Fund Budget for the fiscal year ending September 30, 2024 to include an additional \$68,200.00.

**V.**

That funding for the amendment to the expenses of the adopted budget of the Capital Improvements Fund for the fiscal year ending September 30, 2024 will include the amount of \$68,200.00 from budgeted contingency, which are available for this purpose.

**VI.**

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2024, be, and the same is hereby, in all respects finally approved and amended as so described and shall be, and is hereby, filed with the City Secretary of said City.

**VII.**

That the amounts specified are for the purposes named in said budget, and they are hereby appropriated to and for such purposes.

**VIII.**

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

**IX.**

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the \_\_\_\_ day of \_\_\_\_\_, 2024 **by a vote of** \_\_\_\_\_ **“Ayes” and** \_\_\_\_\_ **“Noes”**.

\_\_\_\_\_  
**MAYOR**, City of Deer Park, Texas

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED:**

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City Attorney



## Work Order Signature Document

### ezIQC Buy Board Contract No.: 660-21

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 127914.00

Work Order Date: 04/12/2024

Work Order Title: City of Deer Park- Library North Parking Lot

Owner Name: BUY BOARD - City of Deer Park

Contractor Name: SKE Construction, LLC

Contact: Kathy Holcomb

Contact: Karl Eberhart

Phone: No Data Input

Phone: 281-585-4100

### Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQC Buy Board Contract No 660-21.

#### Brief Work Order Description:

Remove and replace parking lot

### Time of Performance

Estimated Start Date:

Estimated Completion Date:

### Liquidated Damages

Will apply:



Will not apply:



### Work Order Firm Fixed Price: \$74,980.40

Owner Purchase Order Number:

## Approvals

Owner

Date

Contractor

Date

## Detailed Scope of Work

---

**To:** Karl Eberhart  
SKE Construction  
PO Box 1111  
Cypress, TX 77410  
281-585-4100

**From:** Kathy Holcomb  
BUY BOARD - City of Deer Park  
701 E San Augustine  
Deer Park, TX 77573  
No Data Input

**Date Printed:** April 12, 2024

**Work Order Number:** 127914.00

**Work Order Title:** City of Deer Park- Library North Parking Lot

**Brief Scope:** Remove and replace parking lot

☐

Preliminary

☐

Revised

☒

Final

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The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

To saw cut, pot hole repair, lay 2" HMAC, restriping, and asphalt milling of 1,473 SY at north side Deer Park Library. Also included is remove/replace 64SY of 8" concrete with 6" stabilized sand and 5SY of 4" concrete sidewalk.

Subject to the terms and conditions of JOC Contract **660-21**.

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Contractor

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Date

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Owner

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Date

# Contractor's Price Proposal - Summary

Date:	April 12, 2024	
Re:	IQC Master Contract #:	660-21
	Work Order #:	127914.00
	Owner PO #:	
	Title:	City of Deer Park- Library North Parking Lot
	Contractor:	SKE Construction, LLC
	Proposal Value:	\$74,980.40

Section - 01	\$30,447.08
Section - 02	\$6,768.47
Section - 03	\$895.84
Section - 06	\$76.72
Section - 31	\$7,283.79
Section - 32	\$28,444.19
Section - 33	\$1,064.31
Proposal Total	\$74,980.40

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 1.10%

# Contractor's Price Proposal - Detail

Date: April 12, 2024

Re: IQC Master Contract #: 660-21  
 Work Order #: 127914.00  
 Owner PO #:  
 Title: City of Deer Park- Library North Parking Lot  
 Contractor: SKE Construction, LLC  
 Proposal Value: \$74,980.40

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
<b>Section - 01</b>					
1	01 22 20 00 0036		HR	Truck Driver, LightFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,407.10
			Installation	Quantity 40.00 x Unit Price 53.73 x Factor 1.1200 = Total 2,407.10	
2	01 22 20 00 0063		HR	Flagperson For Traffic Control	\$1,598.46
			Installation	Quantity 40.00 x Unit Price 35.68 x Factor 1.1200 = Total 1,598.46	
3	01 22 23 00 0192		WK	5 Ton, Single Padfoot Drum, Ride-On Self-Propelled Vibratory Roller With Full-Time Operator	\$3,547.94
			Installation	Quantity 1.00 x Unit Price 3,167.80 x Factor 1.1200 = Total 3,547.94	
4	01 22 23 00 0283		WK	2,000 To 2,400 LB Capacity, 72" Wide, Skid-Steer Loader With Full-Time Operator	\$7,080.71
			Installation	Quantity 2.00 x Unit Price 3,161.03 x Factor 1.1200 = Total 7,080.71	
5	01 22 23 00 0441		WK	3 CY, 135 HP, Heavy Duty Construction Loader With Full-Time Operator	\$4,825.51
			Installation	Quantity 1.00 x Unit Price 4,308.49 x Factor 1.1200 = Total 4,825.51	
6	01 22 23 00 1419		WK	2.5 CY Rear Dump Truck With Full-Time Truck Driver	\$3,843.17
			Installation	Quantity 1.00 x Unit Price 3,431.40 x Factor 1.1200 = Total 3,843.17	
7	01 22 23 00 1461		DAY	3,000 Gallon Asphalt Prime Coat Distribution Truck With Full-Time Truck Driver	\$4,204.32
			Installation	Quantity 2.00 x Unit Price 1,876.93 x Factor 1.1200 = Total 4,204.32	
8	01 55 26 00 0104		EA	Placement And Removal Of Up To 250 Cones Using Truck	\$166.66
			Installation	Quantity 80.00 x Unit Price 1.86 x Factor 1.1200 = Total 166.66	
9	01 55 26 00 0112		EA	Placement And Removal Of Aluminum Sign And Post Using Truck	\$390.77
			Installation	Quantity 30.00 x Unit Price 11.63 x Factor 1.1200 = Total 390.77	
10	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$1,404.12
			Installation	Quantity 4.00 x Unit Price 313.42 x Factor 1.1200 = Total 1,404.12	
11	01 74 19 00 0030		CY	Asphalt, Concrete, Gravel And Subgrade Material, Landfill Dump Fee	\$978.32
			Installation	Quantity 25.00 x Unit Price 34.94 x Factor 1.1200 = Total 978.32	
<b>Subtotal for Section - 01</b>					<b>\$30,447.08</b>

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 127914.00  
Work Order Title: City of Deer Park- Library North Parking Lot

### Section - 02

12	02	41	13	13	0007	SY	>6" To 9" By Machine, Break-up And Leave In Place Concrete Paving										\$1,280.92
							Installation	Quantity	Unit Price	Factor	=	Total					
								64.00	x	17.87	x	1.1200	=	1,280.92			
13	02	41	13	13	0020	SY	>3" To 6" By Machine, Break-up And Remove Bituminous Paving										\$5,487.55
							Installation	Quantity	Unit Price	Factor	=	Total					
								360.00	x	13.61	x	1.1200	=	5,487.55			

### Subtotal for Section - 02

**\$6,768.47**

### Section - 03

14	03	05	00	20	0010	SY	Concrete Surcharge - 11-1-2021										\$823.60
							Installation	Quantity	Unit Price	Factor	=	Total					
								64.00	x	11.49	x	1.1200	=	823.60			
15	03	21	13	00	0066	LF	#3, Grade 60, Footings, Galvanized Steel Reinforcement Bar										\$16.24
							Installation	Quantity	Unit Price	Factor	=	Total					
								25.00	x	0.58	x	1.1200	=	16.24			
16	03	21	13	00	0067	LF	#4, Grade 60, Footings, Galvanized Steel Reinforcement Bar										\$56.00
							Installation	Quantity	Unit Price	Factor	=	Total					
								50.00	x	1.00	x	1.1200	=	56.00			

### Subtotal for Section - 03

**\$895.84**

### Section - 06

17	06	11	16	00	0228	LF	2" x 4" Redwood Light Framing, Trim And Furring										\$76.72
							Installation	Quantity	Unit Price	Factor	=	Total					
								25.00	x	2.74	x	1.1200	=	76.72			

### Subtotal for Section - 06

**\$76.72**

### Section - 31

18	31	05	13	00	0004	CY	3/8" Minus, ASTM C33, Screened/Washed Bedding Sand										\$4,910.08
							Installation	Quantity	Unit Price	Factor	=	Total					
								80.00	x	54.80	x	1.1200	=	4,910.08			
19	31	24	13	00	0024	CY	Load Excess Material For Removal For Roadways, Parking Areas, Landscaping and Embankments by Machine										\$884.80
							Installation	Quantity	Unit Price	Factor	=	Total					
								200.00	x	3.95	x	1.1200	=	884.80			
20	31	32	13	19	0003	TON	Cement Stabilized Base Material										\$1,488.91
							Installation	Quantity	Unit Price	Factor	=	Total					
								13.00	x	102.26	x	1.1200	=	1,488.91			

### Subtotal for Section - 31

**\$7,283.79**

### Section - 32

21	32	01	16	71	0003	SY	Up To 3" Depth, Production Cold Milling Of Asphalt										\$4,280.64
							Installation	Quantity	Unit Price	Factor	=	Total					
								1,300.00	x	2.94	x	1.1200	=	4,280.64			
22	32	01	17	63	0023	TON	Asphalt Placement For Small Repair Areas, Hot Mix ModifiedFor each ton over 3 to 100 tons. For small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.										\$18,067.84
							Installation	Quantity	Unit Price	Factor	=	Total					
								80.00	x	201.65	x	1.1200	=	18,067.84			

## Contractor's Price Proposal - Detail Continues..

**Work Order Number:** 127914.00  
**Work Order Title:** City of Deer Park- Library North Parking Lot

### Section - 32

23	32 12 13 13 0006	SY	Tack Coat, 0.11 Gallon/SY							\$684.43
		Installation	Quantity	Unit Price	Factor	=	Total			
			630.00 x	0.97 x	1.1200	=	684.43			
24	32 13 13 33 0007	SY	8" 4,500 PSI Concrete Paving Assembly							\$4,841.27
		Installation	Quantity	Unit Price	Factor	=	Total			
			64.00 x	67.54 x	1.1200	=	4,841.27			
25	32 13 13 33 0007 0024	MOD	For 5,000 PSI Concrete, Add							\$50.89
		Installation	Quantity	Unit Price	Factor	=	Total			
			64.00 x	0.71 x	1.1200	=	50.89			
26	32 16 23 00 0002	SF	4" Cast In Place Concrete Sidewalk							\$307.44
		Installation	Quantity	Unit Price	Factor	=	Total			
			50.00 x	5.49 x	1.1200	=	307.44			
27	32 17 23 13 0069	LF	Single 12" Wide Solid Line, Painted Pavement Striping For Parking Areas							\$211.68
		Installation	Quantity	Unit Price	Factor	=	Total			
			180.00 x	1.05 x	1.1200	=	211.68			

**Subtotal for Section - 32** **\$28,444.19**

### Section - 33

28	33 42 31 00 0380	EA	Phase II Storm Water Compliant Grate, Echo Grate, Type "B" And "D" Inlet Covers (US Foundry 6352 GRTLegend: Dump No Waste "Drains to Waterways"							\$1,064.31
		Installation	Quantity	Unit Price	Factor	=	Total			
			2.00 x	475.14 x	1.1200	=	1,064.31			

**Subtotal for Section - 33** **\$1,064.31**

**Proposal Total** **\$74,980.40**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**The Percentage of NPP on this Proposal:** **1.10%**

## Work Order Signature Document

### ezIQC Buy Board Contract No.: 660-21

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 127916.00

Work Order Date: 04/12/2024

Work Order Title: City of Deer Park- Library South Parking Lot

Owner Name: BUY BOARD - City of Deer Park

Contractor Name: SKE Construction, LLC

Contact: Kathy Holcomb

Contact: Karl Eberhart

Phone: No Data Input

Phone: 281-585-4100

### Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQC Buy Board Contract No 660-21.

#### Brief Work Order Description:

Remove and replace parking lot.

### Time of Performance

Estimated Start Date:

Estimated Completion Date:

### Liquidated Damages

Will apply:



Will not apply:



### Work Order Firm Fixed Price: \$56,940.52

Owner Purchase Order Number:

## Approvals

Owner

Date

Contractor

Date

## Detailed Scope of Work

---

**To:** Karl Eberhart  
SKE Construction  
PO Box 1111  
Cypress, TX 77410  
281-585-4100

**From:** Kathy Holcomb  
BUY BOARD - City of Deer Park  
701 E San Augustine  
Deer Park, TX 77573  
No Data Input

**Date Printed:** April 12, 2024

**Work Order Number:** 127916.00

**Work Order Title:** City of Deer Park- Library South Parking Lot

**Brief Scope:** Remove and replace parking lot.

☐

Preliminary

☐

Revised

☒

Final

---

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

To saw cut, pot hole repair, lay 2" HMAC, restriping, and asphalt milling of 1,494 SY at south side Deer Park Library.

Subject to the terms and conditions of JOC Contract **660-21**.

---

Contractor

---

Date

---

Owner

---

Date



# Contractor's Price Proposal - Summary

Date:	April 12, 2024	
Re:	IQC Master Contract #:	660-21
	Work Order #:	127916.00
	Owner PO #:	
	Title:	City of Deer Park- Library South Parking Lot
	Contractor:	SKE Construction, LLC
	Proposal Value:	\$56,940.52

Section - 01	\$19,358.44
Section - 02	\$6,097.28
Section - 31	\$5,672.13
Section - 32	\$24,748.36
Section - 33	\$1,064.31
Proposal Total	\$56,940.52

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

# Contractor's Price Proposal - Detail

Date: April 12, 2024

Re: IQC Master Contract #: 660-21  
 Work Order #: 127916.00  
 Owner PO #:  
 Title: City of Deer Park- Library South Parking Lot  
 Contractor: SKE Construction, LLC  
 Proposal Value: \$56,940.52

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
<b>Section - 01</b>						
1	01	22	20	00	0036	
				HR	Truck Driver, LightFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,203.55
				Installation	Quantity Unit Price Factor = Total	
					20.00 x 53.73 x 1.1200 = 1,203.55	
2	01	22	20	00	0063	
				HR	Flagperson For Traffic Control	\$799.23
				Installation	Quantity Unit Price Factor = Total	
					20.00 x 35.68 x 1.1200 = 799.23	
3	01	22	23	00	0192	
				WK	5 Ton, Single Padfoot Drum, Ride-On Self-Propelled Vibratory Roller With Full-Time Operator	\$3,547.94
				Installation	Quantity Unit Price Factor = Total	
					1.00 x 3,167.80 x 1.1200 = 3,547.94	
4	01	22	23	00	0283	
				WK	2,000 To 2,400 LB Capacity, 72" Wide, Skid-Steer Loader With Full-Time Operator	\$3,540.35
				Installation	Quantity Unit Price Factor = Total	
					1.00 x 3,161.03 x 1.1200 = 3,540.35	
5	01	22	23	00	1419	
				WK	2.5 CY Rear Dump Truck With Full-Time Truck Driver	\$3,843.17
				Installation	Quantity Unit Price Factor = Total	
					1.00 x 3,431.40 x 1.1200 = 3,843.17	
6	01	22	23	00	1461	
				DAY	3,000 Gallon Asphalt Prime Coat Distribution Truck With Full-Time Truck Driver	\$4,204.32
				Installation	Quantity Unit Price Factor = Total	
					2.00 x 1,876.93 x 1.1200 = 4,204.32	
7	01	55	26	00	0104	
				EA	Placement And Removal Of Up To 250 Cones Using Truck	\$83.33
				Installation	Quantity Unit Price Factor = Total	
					40.00 x 1.86 x 1.1200 = 83.33	
8	01	55	26	00	0112	
				EA	Placement And Removal Of Aluminum Sign And Post Using Truck	\$260.51
				Installation	Quantity Unit Price Factor = Total	
					20.00 x 11.63 x 1.1200 = 260.51	
9	01	71	13	00	0002	
				EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$702.06
				Installation	Quantity Unit Price Factor = Total	
					2.00 x 313.42 x 1.1200 = 702.06	
10	01	74	19	00	0030	
				CY	Asphalt, Concrete, Gravel And Subgrade Material, Landfill Dump Fee	\$1,173.98
				Installation	Quantity Unit Price Factor = Total	
					30.00 x 34.94 x 1.1200 = 1,173.98	
<b>Subtotal for Section - 01</b>						<b>\$19,358.44</b>

## Section - 02

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 127916.00

Work Order Title: City of Deer Park- Library South Parking Lot

### Section - 02

11	02 41 13 13 0020	SY	>3" To 6" By Machine, Break-up And Remove Bituminous Paving					\$6,097.28
	Installation	Quantity	Unit Price	Factor	=	Total		
		400.00	x 13.61	x 1.1200		6,097.28		

**Subtotal for Section - 02** **\$6,097.28**

### Section - 31

12	31 05 13 00 0004	CY	3/8" Minus, ASTM C33, Screened/Washed Bedding Sand					\$4,787.33
	Installation	Quantity	Unit Price	Factor	=	Total		
		78.00	x 54.80	x 1.1200		4,787.33		
13	31 24 13 00 0024	CY	Load Excess Material For Removal For Roadways, Parking Areas, Landscaping and Embankments by Machine					\$884.80
	Installation	Quantity	Unit Price	Factor	=	Total		
		200.00	x 3.95	x 1.1200		884.80		

**Subtotal for Section - 31** **\$5,672.13**

### Section - 32

14	32 01 16 71 0003	SY	Up To 3" Depth, Production Cold Milling Of Asphalt					\$4,609.92
	Installation	Quantity	Unit Price	Factor	=	Total		
		1,400.00	x 2.94	x 1.1200		4,609.92		
15	32 01 17 63 0023	TON	Asphalt Placement For Small Repair Areas, Hot Mix ModifiedFor each ton over 3 to 100 tons. For small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.					\$19,197.08
	Installation	Quantity	Unit Price	Factor	=	Total		
		85.00	x 201.65	x 1.1200		19,197.08		
16	32 12 13 13 0006	SY	Tack Coat, 0.11 Gallon/SY					\$706.16
	Installation	Quantity	Unit Price	Factor	=	Total		
		650.00	x 0.97	x 1.1200		706.16		
17	32 17 23 13 0069	LF	Single 12" Wide Solid Line, Painted Pavement Striping For Parking Areas					\$235.20
	Installation	Quantity	Unit Price	Factor	=	Total		
		200.00	x 1.05	x 1.1200		235.20		

**Subtotal for Section - 32** **\$24,748.36**

### Section - 33

18	33 42 31 00 0380	EA	Phase II Storm Water Compliant Grate, Echo Grate, Type "B" And "D" Inlet Covers (US Foundry 6352 GRTLegend: Dump No Waste "Drains to Waterways"					\$1,064.31
	Installation	Quantity	Unit Price	Factor	=	Total		
		2.00	x 475.14	x 1.1200		1,064.31		

**Subtotal for Section - 33** **\$1,064.31**

**Proposal Total** **\$56,940.52**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %



## Legislation Details (With Text)

**File #:** ORD 24-054    **Version:** 1    **Name:**

**Type:** Ordinance    **Status:** Agenda Ready

**File created:** 4/9/2024    **In control:** City Council

**On agenda:** 4/16/2024    **Final action:**

**Title:** Consideration of and action on an ordinance approving updated FY 2023-24 Salary and Classification Scales.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Ordinance 2023-24 Pay Scales.pdf](#)  
[FY 23-24 PAYSCALES- Revised\\_Propoosed April 16th](#)

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Consideration of and action on an ordinance approving updated FY 2023-24 Salary and Classification Scales.

### Summary:

The following updates to the Full-Time scales due to a re-structure of the Public Works department, adding: Project Manager, Assistant Project Manager, and Combination Inspector to the full-time structure.

### Fiscal/Budgetary Impact:

Estimated impact for remainder of FY 2023-24 is approximately \$20,000.00.

Approve the updated FY 2023-24 Classification and Pay Scales.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE PROVIDING FOR A RECLASSIFICATION SCALE AND PAY RANGE CHART FOR EMPLOYEES OF THE CITY OF DEER PARK; PROVIDING A PAY RANGE CHART FOR UNCLASSIFIED SERVICE EMPLOYEES.**

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

**I.**

The City Council of the City of Deer Park hereby sets the pay of the employees of the City of Deer Park, Texas, in accordance with and within the pay range classification and scales as set out in Exhibit “A” which is made a part of this Ordinance for all purposes.

**II.**

This Ordinance shall be effective April 16, 2024.

**II.**

All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed insofar as the same are in conflict with the provisions thereof.

**III.**

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.

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 \_\_\_\_\_, 2024 **by a vote of** \_\_\_\_\_ **“Ayes” and** \_\_\_\_\_ **“Noes”.**

\_\_\_\_\_  
**MAYOR**, City of Deer Park, Texas

**ATTEST:**

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City Secretary

**APPROVED:**

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City Attorney



Effective: October 1, 2023		P	A	B	C	D	E	F	G	H	I	J	K	L	M
Classification	FLSA	Probation	6 Months	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year	11 Year	12 Year
Grade F01		\$15.60	\$16.07	\$16.56	\$17.06	\$17.57	\$18.09	\$18.64	\$19.19	\$19.77	\$20.36	\$20.97	\$21.60	\$22.25	\$22.91
Annual Salary		\$32,448.00	\$33,425.60	\$34,444.80	\$35,484.80	\$36,545.60	\$37,627.20	\$38,771.20	\$39,915.20	\$41,121.60	\$42,348.80	\$43,617.60	\$44,928.00	\$46,280.00	\$47,652.80
Grade F02		\$16.78	\$17.27	\$17.79	\$18.32	\$18.88	\$19.44	\$20.02	\$20.62	\$21.25	\$21.88	\$22.54	\$23.21	\$23.91	\$24.63
Annual Salary		\$34,902.40	\$35,921.60	\$37,003.20	\$38,105.60	\$39,270.40	\$40,435.20	\$41,641.60	\$42,889.60	\$44,200.00	\$45,510.40	\$46,883.20	\$48,276.80	\$49,732.80	\$51,230.40
Clerk	N														
Facility Attendant	N														
Fleet Laborer	N														
PR/Marketing Clerk	N														
Grade F03		\$18.28	\$18.83	\$19.40	\$19.98	\$20.58	\$21.20	\$21.83	\$22.48	\$23.16	\$23.86	\$24.58	\$25.30	\$26.06	\$26.85
Annual Salary		\$38,022.40	\$39,166.40	\$40,352.00	\$41,558.40	\$42,806.40	\$44,096.00	\$45,406.40	\$46,758.40	\$48,172.80	\$49,628.80	\$51,126.40	\$52,624.00	\$54,204.80	\$55,848.00
Deputy Court Clerk	N														
Maintenance Worker	N														
Meter Reader	N														
Records Technician	N														
Sanitation Laborer	N														
Secretary	N														
Station Attendant	N														
Street Laborer	N														
Water/Sewer Laborer	N														
Grade F04		\$19.50	\$20.08	\$20.69	\$21.31	\$21.94	\$22.60	\$23.28	\$23.98	\$24.70	\$25.44	\$26.20	\$26.99	\$27.80	\$28.63
Annual Salary		\$40,560.00	\$41,766.40	\$43,035.20	\$44,324.80	\$45,635.20	\$47,008.00	\$48,422.40	\$49,878.40	\$51,376.00	\$52,915.20	\$54,496.00	\$56,139.20	\$57,824.00	\$59,550.40
Emergency Services Clerk	N														
Records Specialist	N														
Warehouse Attendant	N														
Grade F05		\$20.43	\$21.04	\$21.66	\$22.32	\$22.98	\$23.68	\$24.39	\$25.12	\$25.88	\$26.64	\$27.45	\$28.27	\$29.12	\$29.99
Annual Salary		\$42,494.40	\$43,763.20	\$45,052.80	\$46,425.60	\$47,798.40	\$49,254.40	\$50,731.20	\$52,249.60	\$53,830.40	\$55,411.20	\$57,096.00	\$58,801.60	\$60,569.60	\$62,379.20
Evening Shift		\$21.18	\$21.79	\$22.41	\$23.07	\$23.73	\$24.43	\$25.14	\$25.87	\$26.63	\$27.39	\$28.20	\$29.02	\$29.87	\$30.74
Night Shift		\$21.43	\$22.04	\$22.66	\$23.32	\$23.98	\$24.68	\$25.39	\$26.12	\$26.88	\$27.64	\$28.45	\$29.27	\$30.12	\$30.99
Accounts Payable Clerk	N														
Animal Control Officer	N														
Engineering Aide	N														
Equipment Operator I	N														
Laboratory Technician	N														
Maintenance Tech I	N														
Payroll & Accounting Specialist	N														
Public Safety Attendant	N														
PSA- Property/Evidence Custodian	N														
Water Plant Operator C	N														
Grade F06		\$21.43	\$22.08	\$22.74	\$23.42	\$24.13	\$24.85	\$25.59	\$26.36	\$27.15	\$27.97	\$28.81	\$29.67	\$30.57	\$31.48
Annual Salary		\$44,574.40	\$45,926.40	\$47,299.20	\$48,713.60	\$50,190.40	\$51,688.00	\$53,227.20	\$54,828.80	\$56,472.00	\$58,177.60	\$59,924.80	\$61,713.60	\$63,585.60	\$65,478.40
Evening Shift		\$22.18	\$22.83	\$23.49	\$24.17	\$24.88	\$25.60	\$26.34	\$27.11	\$27.90	\$28.72	\$29.56	\$30.42	\$31.32	\$32.23
Night Shift		\$22.43	\$23.08	\$23.74	\$24.42	\$25.13	\$25.85	\$26.59	\$27.36	\$28.15	\$28.97	\$29.81	\$30.67	\$31.57	\$32.48
Administrative Assistant	N														
Equipment Operator II	N														
Maintenance Tech II	N														
Mechanic I	N														
Water Plant Operator B	N														



Effective: October 1, 2023		P	A	B	C	D	E	F	G	H	I	J	K	L	M
Classification	FLSA	Probation	6 Months	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year	11 Year	12 Year
Grade F07		\$23.58	\$24.28	\$25.01	\$25.76	\$26.53	\$27.33	\$28.15	\$29.00	\$29.87	\$30.76	\$31.68	\$32.64	\$33.61	\$34.62
Annual Salary		\$49,046.40	\$50,502.40	\$52,020.80	\$53,580.80	\$55,182.40	\$56,846.40	\$58,552.00	\$60,320.00	\$62,129.60	\$63,980.80	\$65,894.40	\$67,891.20	\$69,908.80	\$72,009.60
Evening Shift		\$24.33	\$25.03	\$25.76	\$26.51	\$27.28	\$28.08	\$28.90	\$29.75	\$30.62	\$31.51	\$32.43	\$33.39	\$34.36	\$35.37
Night Shift		\$24.58	\$25.28	\$26.01	\$26.76	\$27.53	\$28.33	\$29.15	\$30.00	\$30.87	\$31.76	\$32.68	\$33.64	\$34.61	\$35.62
Arborist	N														
Chief Deputy Court Clerk	N														
Code Enforcement Officer	N														
Crew Leader	N														
Deputy Tax Collector	N														
Dispatcher	N														
Equipment Operator III	N														
Finance & Payroll Coordinator (PD)	N														
HR Specialist	N														
Maintenance Tech III	N														
Mechanic II	N														
Office Manager	N														
Recreation Specialist	N														
Welder	N														
Grade F08		\$25.54	\$26.31	\$27.10	\$27.91	\$28.75	\$29.61	\$30.50	\$31.42	\$32.35	\$33.33	\$34.33	\$35.36	\$36.42	\$37.51
Annual Salary		\$53,123.20	\$54,724.80	\$56,368.00	\$58,052.80	\$59,800.00	\$61,588.80	\$63,440.00	\$65,353.60	\$67,288.00	\$69,326.40	\$71,406.40	\$73,548.80	\$75,753.60	\$78,020.80
Assistant Fleet Supervisor	N														
Assistant Sanitation Supervisor	N														
Assistant Street Supervisor	N														
Assistant Wastewater Supervisor	N														
Assistant Water Plant Supervisor	N														
Assistant Water/Sewer Supervisor	N														
Code Enforcement Officer II	N														
Combination Inspector	N														
Community Liaison	N														
Engineering Inspector	N														
Executive Assistant	N														
HR Generalist	N														
Library Specialist II	N														
Maintenance Electrician	N														
Mechanic III	N														
Program/Marketing Librarian	N														
Reference Librarian	N														
System Support Specialist	N														
Technical Production Coordinator	N														
Theatre/Drama Specialist III	N														
Traffic Signal Technician III	N														
Grade F09		\$27.50	\$28.32	\$29.17	\$30.05	\$30.94	\$31.88	\$32.83	\$33.81	\$34.83	\$35.87	\$36.95	\$38.05	\$39.20	\$40.37
Annual Salary		\$57,200.00	\$58,905.60	\$60,673.60	\$62,504.00	\$64,355.20	\$66,310.40	\$68,286.40	\$70,324.80	\$72,446.40	\$74,609.60	\$76,856.00	\$79,144.00	\$81,536.00	\$83,969.60
Evening Shift		\$28.25	\$29.07	\$29.92	\$30.80	\$31.69	\$32.63	\$33.58	\$34.56	\$35.58	\$36.62	\$37.70	\$38.80	\$39.95	\$41.12
Night Shift		\$28.50	\$29.32	\$30.17	\$31.05	\$31.94	\$32.88	\$33.83	\$34.81	\$35.83	\$36.87	\$37.95	\$39.05	\$40.20	\$41.37
Animal Control Supervisor	N														
Assistant Court Administrator	N														
Assistant Project Manager	N														
Athletics/Aquatics Coordinator	N														
Criminal Intelligence Data & Metrics Analyst	N														
Electrical / HVAC Coordinator	N														
Library Circulation Supervisor	N														
Marketing/Tech Coordinator	N														
Paramedic	N														
Police Cadet	N														
PR Marketing Specialist	N														
Youth Program Coordinator	N														



[illegible]



## Legislation Details (With Text)

<b>File #:</b>	PUR 24-017	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Purchase	<b>Status:</b>		Agenda Ready	
<b>File created:</b>	4/2/2024	<b>In control:</b>		City Council	
<b>On agenda:</b>	4/16/2024	<b>Final action:</b>			
<b>Title:</b>	Consideration of and action on purchasing the services of SKE Construction to construct Phase 1 and 2 of the Library Parking Lot Replacement Project using BuyBoard Contract No. 660-21.				
<b>Sponsors:</b>	Public Works				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Deer Park Library BuyBoard Contract- North Side</a> <a href="#">Deer Park Library BuyBoard Contract- South Side .pdf</a>				

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Consideration of and action on purchasing the services of SKE Construction to construct Phase 1 and 2 of the Library Parking Lot Replacement Project using BuyBoard Contract No. 660-21.

### Summary:

The Library was originally built in 1969 and expanded in 1994 and 2012. The parking lot consists mainly of two asphalt sections built in 1969/1994, with constructions tied together with a concrete drive poured in 2012. As such, the asphalt and concrete are worn and damaged. There are large potholes in the direct flow of traffic in the asphalt and large areas of cracking in the concrete surrounding the storm drains. Much of the paint and striping has been worn down or away, including instructional traffic flow markings and fire lane indicators. People continuously enter the parking lot from the wrong point, going counter to the direction traffic should be going.

SKE Construction has been to the site and provided us with a two-phase quote. They quoted us with a BuyBoard contract amount of \$74,980.40 for Phase 1 of construction, which is for the north side of the parking lot, as well as \$56,940.52 for Phase 2, the south side parking lot. At this time, we would like to move forward with construction of both proposed phases and have them constructed at one time. The initial quotes provided were not the BuyBoard contract prices however the amounts listed above are. There is a \$360.67 difference in the prices once we received the BuyBoard contracts.

The budget funding for this project is \$63,800 and would therefore require a budget amendment to cover the additional cost. We fill that performing both phases at the same time will cut down in cost, due to mobilization fees, as well as allow the contractor to get in and out of there as quickly as possible, rather than dragging the process into two different phases.

**Fiscal/Budgetary Impact:**

The total construction cost is \$131,920.92. Currently, \$63,800 is budgeted in the CIP Fund (090-420-49030) for the project. A budget amendment for an additional \$68,200 was presented to Council tonight to cover the additional expenditure.

Approve construction of the Library Parking Lot Replacement Project utilizing BuyBoard Contract No. 660.21.



## Legislation Details (With Text)

**File #:** PUR 24-018    **Version:** 1    **Name:**  
**Type:** Purchase    **Status:** Agenda Ready  
**File created:** 4/5/2024    **In control:** City Council  
**On agenda:** 4/16/2024    **Final action:**  
**Title:** Consideration of and action on the purchase of two (2) 2024 Chevrolet Police Tahoes from Parkway Chevrolet, Tomball, Texas via the Sheriff's Association of Texas Procurement Program.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Deer Park Quote](#)

Date	Ver.	Action By	Action	Result
4/16/2024	1	City Council		

Consideration of and action on the purchase of two (2) 2024 Chevrolet Police Tahoes from Parkway Chevrolet, Tomball, Texas via the Sheriff's Association of Texas Procurement Program.

### Summary:

The Deer Park Police Department is requesting the issuance of a Purchase Order to the vendor, Parkway Chevrolet, to purchase two (2) 2024 Chevrolet Police Tahoes. These two (2) Chevrolet Police Tahoes were a part of the approved 2023/2024 Fiscal Budget. They will be purchased under Sheriffs Association of Texas Buy Board, from Parkway Chevrolet. These two (2) Tahoes were originally approved to be purchased from the Silsbee Auto Group, but supply chain issues have delayed production and delivery. Parkway Chevrolet has the two (2) vehicles in stock and can fill the order immediately. This purchase remains within the budgeted amount approved in the 23/24 fiscal budget.

Original Budget amount for 5 Tahoes for the 23-24 Budget is \$273,625. Due to the lack of Tahoe availability, we purchased 3 Silverados at a total cost of \$138,073.50. This leaves us with \$135,551.50 in the budget for vehicle purchase. The 2 Tahoes from the new dealership are at a total cost of: \$110,604.16. This will leave us a \$24,947.34 surplus after the purchase of the Tahoes.

### Breakdown:

Chevrolet Tahoes - 2 @ \$49,510.08/each  
Order Processing Charge - \$350.00  
Upfit Package - \$5,430.00  
State Inspection/Temp Tag - \$12.00

Cost per vehicle - \$55,302.08

Total cost: \$110,604.16

Product pricing quote is attached for the cost, per vehicle.

The Deer Park Police Department is requesting permission to issue a purchase order and pay the vendor, Parkway Chevrolet, Tomball, Texas, for two (2) Chevrolet Police Tahoes. There is a separate agenda item tonight for Council action to approve the City of Deer Park's membership to the Sheriff's Association of Texas Procurement Program.

**Fiscal/Budgetary Impact:**

Total cost to purchase two (2) Chevrolet Police Tahoes: \$110,604.16 from the CCPD budget.

Recommend City Council approve the purchase of two (2) 2024 Chevrolet Police Tahoes from Parkway Chevrolet, Tomball, Texas.



# QUOTE

## Parkway Chevrolet, Inc.

QUOTE# DP  
DATE:04/03/2024

25500 SH 249, Tomball, TX 77375  
832-515-2408

TO

Deer Park PD

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Colleen Fal	Deer Park PD		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	2024 Black Chevrolet Tahoe PPV 4X2	49,510.08	49,510.08
1	SAT Admin Fee: Contract# 22-03-1008RR	350.00	350.00
1	Upfit Package: Stock	5,430.00	5,430.00
1	State Inspection	7.00	7.00
1	Temp Tag	5.00	5.00
		TOTAL	\$55,302.08

Quotation prepared by: \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: \_\_\_\_\_