



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

Ordinance No. 4495

Resolution No. 24-05

CALL TO ORDER

The 1846th 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 the Deer Park High School Cheerleaders National Champions.

[PRE 24-005](#)

Recommended Action: Applause.

CONSENT CALENDAR

2. Approval of workshop meeting minutes for February 6, 2024.

[MIN 24-017](#)

Recommended Action: Approval of workshop meeting minutes for February 6, 2024.

Attachments: [CC_MW_020624](#)

3. Approval of regular meeting minutes for February 6, 2024.

[MIN 24-018](#)

Recommended Action: Approval of regular meeting minutes for February 6, 2024.

Attachments: [CC_MR_020624](#)

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

-
4. Approval of tax refund to B1 Bank in the amount of \$5,467.28 due to an payment made in error. [TAXR 24-001](#)
- Recommended Action:** Approve the tax refund to B1 Bank.
Department: Finance
5. Approval of tax refund to Corelogic in the amount of \$1659.68 due to an overpayment. [TAXR 24-002](#)
- Recommended Action:** Approve the tax refund to Corelogic.
Department: Finance
6. Approval of tax refund to Corelogic in the amount of \$523.10 due to an overpayment. [TAXR 24-003](#)
- Recommended Action:** Approve the tax refund to Corelogic.
Department: Finance
7. Approval of tax refund to Corelogic in the amount of \$2,444.94 due to an overpayment. [TAXR 24-004](#)
- Recommended Action:** Approve the tax refund to Corelogic.
8. Approval of tax refund to Corelogic in the amount of \$524.62 due to an overpayment. [TAXR 24-005](#)
- Recommended Action:** Approve the tax refund to Corelogic.
Department: Finance
9. Approval of tax refund to Corelogic in the amount of \$1,762.62 due to an overpayment. [TAXR 24-006](#)
- Recommended Action:** Approve the tax refund to Corelogic.
Department: Finance
10. Approval of tax refund to Corelogic in the amount of \$532.24 due to an overpayment. [TAXR 24-008](#)
- Recommended Action:** Approve the tax refund to Corelogic.
Department: Finance
11. Approval of tax refund to Corelogic in the amount of \$2,041.56 due to an overpayment. [TAXR 24-009](#)
- Recommended Action:** Approve the tax refund to Corelogic.
Department: Finance
12. Approval of tax refund to Corelogic in the amount of \$642.74 due to an overpayment. [TAXR 24-010](#)
- Recommended Action:** Approve the tax refund to Corelogic.
Department: Finance
-

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

13. Approval of tax refund to Corelogic in the amount of \$698.73 due to an overpayment. [TAXR 24-011](#)
- Recommended Action:** Approve the tax refund to Corelogic.
- Department:** Finance
14. Approval of tax refund to Corelogic in the amount of \$1,962.21 due to an overpayment. [TAXR 24-012](#)
- Recommended Action:** Approve the tax refund to Corelogic.
- Department:** Finance
15. Approval of tax refund to Corelogic in the amount of \$528.98 due to an overpayment. [TAXR 24-013](#)
- Recommended Action:** Approve the tax refund to Corelogic.
- Department:** Finance
16. Approval of tax refund to Corelogic in the amount of \$583.33 due to an overpayment. [TAXR 24-014](#)
- Recommended Action:** Approve the tax refund to Corelogic.
- Department:** Finance

NEW BUSINESS

17. Consideration of and action on a resolution formalizing City Council's action on the facility naming application received for former Mayor Wayne Riddle. [RES 24-042](#)
- Recommended Action:** Depending upon Council's decision, approve or deny the naming application request. If approving request, then approval by resolution is recommended action. If denying the request, a motion to deny is recommended action.
- Attachments:** [WR-Application to Name](#)
[Naming Policy](#)
[Blanks RES-Naming building Wayne Riddle Library](#)
18. Consideration of and action on a resolution finding that the statement of intent of CenterPoint Energy Resources Corp, to change rates filing within the city should be denied. [RES 24-037](#)
- Recommended Action:** Approval of resolution to deny the rate application and consolidation proposed by CenterPoint.
- Department:** City Manager's Office
- Attachments:** [Denial Resolution CNP Rate Case 2024](#)
[Centerpoint Oct letter](#)

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.

19. Consideration of and action on extending the contract with True North Emergency Management, LLC (Neel-Schaffer) for Disaster Debris Monitoring and related Emergency Management Consulting Services for an additional three (3) years. [CON 24-002](#)
- Recommended Action:** Extend the contract with True North Emergency Management, LLC (Neel-Schaffer) for Disaster Debris Monitoring and related Emergency Management Consulting Services until February 2, 2026.
- Department:** OEM
- Attachments:** [True North Neel Schaffer Amendment -Agreement Extension 2024](#)
[True North Neel Schaffer Executed Agreement Feb 2 2021](#)
20. Consideration of and action on an ordinance approving the updated 2023-2024 Salary & Classification Scales. [ORD 24-025](#)
- Recommended Action:** Approve the updated 2023/24 Classification and Pay Scales with the change in grade for Director of Planning & Development/City Engineer and Pool Managers.
- Attachments:** [Ordinance 2023-24 Pay Scales.pdf](#)
[FY 23-24 PAYSCALES- Revised Approved February 24 council version](#)
21. Consideration of and action on an ordinance confirming the appointment of Dilcia Jimenez as Director of Planning & Development/City Engineer. [ORD 24-026](#)
- Recommended Action:** Confirm the appointment of Dilcia Jimenez as Director of Planning & Development/City Engineer.
- Department:** City Manager Stokes
- Attachments:** [Ord - Jimenez Engineering](#)
22. Consideration of and action on an ordinance to amend Schedule B of the Code of Ordinance related to various Parks and Recreation Department fees. [ORD 24-023](#)
- Recommended Action:** Adopt the proposed ordinance to amend schedule B of the Code of Ordinance related to various Parks and Recreation Department Fees.
- Attachments:** [ORD PARD schedule B - Feb 20 2024](#)
[Redlined - Schedule B - Revised 1-30-2024](#)
23. Consideration of and action on an ordinance appointing a member to the Planning and Zoning/Board of Adjustment Commission. [ORD 24-024](#)
- Recommended Action:** Appoint Mitchell Craft to the Planning and Zoning Commission/Board of Adjustment Commission as a full-member.
- Attachments:** [Planning & Zoning Appointed Member till May 2026](#)

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.

24. Consideration of and action on an ordinance amending the Fiscal Year 2023-2024 Parks and Recreation Budget to purchase playground equipment at Brownwind and Monroe Park. [ORD 24-027](#)

Recommended Action: Approve the ordinance amending the Fiscal Year 2023-2024 Park Maintenance Budget.

Department: Public Works

Attachments: [Ord - Amend Budget FY24 Playground Equipment for Brownwind & Monroe Par Est 23196 from The PlayWell Group Inc. 54468](#)
[Est 10988 from PlayWorks Inc. 59408](#)
[Est 23197 from The PlayWell Group Inc. 54468](#)
[Est 10989 from PlayWorks Inc. 59408](#)

25. Consideration of and action on the purchase of parking lot lighting for the Deer Park Girls Softball Parking Lot expansion from Musco Sports Lighting via the Buyboard Contract 677-22 (Type B Funded Project). [PUR 24-002](#)

Recommended Action: Approve the purchase of parking lot lighting for the Deer Park Girls Softball Parking Lot expansion from Musco Sports Lighting via the Buyboard Contract 677-22 (Type B Funded Project).

Attachments: [Buyboard Quote Deer Park P-lot](#)

26. Consideration of and action on approving an inter-departmental transfer of outdated radio equipment to Matagorda County. [AUT 24-006](#)

Recommended Action: Approve.

Attachments: [Granicus attachment-radios to Matagorda county](#)

27. Consideration of and action on authorization to purchase playground equipment for Brownwind and Monroe from The Playwell Group, Inc through BuyBoard Contract: #679-22. [PUR 24-008](#)

Recommended Action: Approve the purchase playground equipment for Brownwind and Monroe from The Playwell Group, Inc through BuyBoard Contract: #679-22.

Attachments: [Est 10988 from PlayWorks Inc. 59408 \(1\)](#)
[Est 10989 from PlayWorks Inc. 59408 \(1\)](#)
[Est 23196 from The PlayWell Group Inc. 54468 \(1\)](#)
[Est 23197 from The PlayWell Group Inc. 54468 \(1\)](#)

ADJOURN

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

I, City Secretary, certify that a copy of the February 20, 2024, City Council 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 in compliance with Chapter 551, Texas Government Code.

Date and time posted _____ Date removed _____

*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.

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 24-005 **Version:** 1 **Name:**
Type: Presentation **Status:** Agenda Ready
File created: 2/8/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Recognition of the Deer Park High School Cheerleaders National Champions.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Recognition of the Deer Park High School Cheerleaders National Champions.

Summary:

The Deer Park High School Cheerleaders competed 2 weeks ago in Fort Worth, Texas at the UIL Spirit State Competition. They placed 2nd out of 64 talented teams making them the 6A-D1 State Silver medalist. This past weekend, they competed at the NCA High School National Championship in Dallas and placed 1st, making them National Champions once again. They also were awarded Best Use of Tumbling and Superior Showmanship! This was Deer Park Cheer's 5th National Title and 4th win in a row, spanning the years 2018, 2021, 2022, 2023, and 2024.

Fiscal/Budgetary Impact:

N/A.

Applause.



Legislation Details (With Text)

File #: MIN 24-017 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 2/6/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Approval of workshop meeting minutes for February 6, 2024.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_020624](#)

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Approval of workshop meeting minutes for February 6, 2024.

Summary:

Fiscal/Budgetary Impact:

Approval of workshop meeting minutes for February 6, 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 FEBRUARY 06, 2024 BEGINNING AT 6:15 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES
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 6:15 p.m.

COMMENTS FROM AUDIENCE –

- a. Frank Walker, expressed his concern of the bright lights and truck noise coming from address 2830 E. Pasadena Boulevard. Mr. Walker spoke of Council possibly approving an ordinance that would require a sound and light barrier to help with the comfort level of those residents around that location and also requested to Council to have the city steer traffic from the business at 2830 E. Pasadena to use Underwood Street instead of East Boulevard and Pasadena Boulevard or the soccer fields.

1. EXECUTIVE SESSION – PROPERTY (551.072) - POTENTIAL PURCHASE OF REAL PROPERTY – Mayor Mouton recessed the workshop meeting at 6:18 p.m. for an Executive Session.

RECONVENED – Mayor Mouton reconvened the workshop meeting at 6:31 p.m.

2. RECOGNITION OF EMPLOYEES OF THE FOURTH QUARTER – City Manager James Stokes recognized the 2023 Fourth Quarter employees for the field, support and team awards. Parks and Recreation Parks Division employees - Taylor Sandoval and Matt Hicks, Supervisor of the Quarter Field employee - Assistant Water Plant Supervisor Matt Noland

and the Supervisor of the Quarter Support employee – Purchasing Coordinator Tracy Peterson.

3. DISCUSSION OF RENAMING DEER PARK PUBLIC LIBRARY BUILDING AFTER WAYNE RIDDLE – City Manager James Stokes advised Council that last year, the City of Deer Park received a formal application to consider naming the Deer Park Public Library after former Deer Park Mayor Wayne Riddle. The City’s policy states that naming an asset will need to be brought before the Library Board of Trustees for their recommendation to City Council. On January 9, 2024, the Library Board of Trustees held a meeting that also included Mr. Stokes and the Assistant City Manager Sara Robinson to discuss the request. It was voted 4-3 in favor of recommending to Council that they name the Library after Mayor Riddle. The request is to consider naming only the library building after Mayor Riddle and not the legal name for the library as a public entity. That will remain as the Deer Park Public Library.

Councilwoman Ford asked, “What is it going to cost the city for way finding and social media?”

City Manager Stokes responded, “I think it would be up to Council’s discretion.”

Library Director Rebecca Pool gave an explanation of the legal accreditation with the State of Texas for the Deer Park Library that was first established in 1969. Ms. Pool suggested to keep the social media information of the library as it is now so not to confuse citizens.

Mayor Mouton expressed his approval of naming the library building after Mayor Wayne Riddle but not changing the legal name of the library.

Councilwoman Garrison expressed her belief that it should not be one person getting credit and having a building named after them. Ms. Garrison emphasized that the building is for the citizens of Deer Park and does not think it is a good idea to change the name.

Councilman Martin commented, “We have all agreed several times up here on the dais as Council that the majority rules. It has never been that the decisions had to be unanimous because sometimes it hasn’t been, however, once a decision has been made, Council understands that the decision has been made.”

After a lengthy discussion, it was the consensus of the Council to come back at the next workshop meeting, February 20, 2024 to deliberate on a decision and possibly take action during the regular Council meeting.

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

ATTEST:

APPROVED:

Angela Smith, TRMC, CMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: MIN 24-018 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 2/6/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Approval of regular meeting minutes for February 6, 2024.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_020624](#)

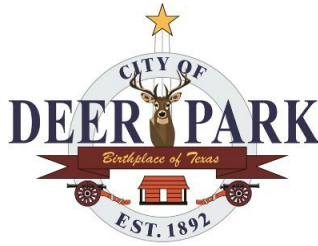
Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Approval of regular meeting minutes for February 6, 2024.

Summary:

Fiscal/Budgetary Impact:

Approval of regular meeting minutes for February 6, 2024.



MINUTES OF THE CITY COUNCIL REGULAR MEETING

THE 1845TH 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 FEBRUARY 06, 2024 AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES	CITY MANAGER
SARA ROBINSON	ASSISTANT CITY MANAGER
JIM FOX	CITY ATTORNEY
ANGELA SMITH	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 Ford led the Pledge of Allegiance to the United States Flag and the Texas Flag.

COMMENTS FROM THE AUDIENCE –

- a. Gaye Hart, 4937 1st Street, expressed her religious beliefs and her stance on religion within the communities around Deer Park.
 - b. Awnhel Kortes, 4937 1st Street, expressed his religious beliefs and his stance on religion within the communities around Deer Park.
1. PUBLIC HEARING ON REAUTHORIZING BUILDING PERMIT FEES – The public hearing was opened at 7:45 p.m. by the City Secretary reading the Notice of Public Hearing. (Exhibit A)

Mayor Mouton called for those desiring to speak in favor on reauthorizing building permit fees. No one spoke.

Mayor Mouton called for those desiring to speak against reauthorizing building permit fees. No one spoke.

Mayor Mouton closed the Public Hearing at 7:46 p.m.

2. CONSIDERATION OF AND ACTION ON AN AWARDING REQUEST FOR PROPOSAL FOR MEALS PROGRAM AT MAXWELL ADULT CENTER TO AZALEA CREEK, LLC – Motion was made by Councilman Martin and seconded by Councilman Patterson to award the Request for Proposal for the meals program at Maxwell Adult Center to Azalea Creek, LLC. Motion carried 7 to 0.

3. AWARDING THE BID FOR THE PARKING LOT EXPANSION TO THE DEER PARK GIRLS SOFTBALL COMPLEX TO TURNER PAVING AND CONSTRUCTION, INC. – Motion was made by Councilman Martin and seconded by Councilwoman Garrison to award the bid for the parking lot expansion for the Deer Park Girls Softball complex to Turner Paving and Construction, Inc. Motion carried 7 to 0.

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

4. Approval of minutes of workshop meeting on January 16, 2024.
5. Approval of minutes of regular meeting on January 16, 2024.
6. Consideration of and action on accepting the Buy Board quote by Coastal Pump Services for the repairs to the SWTP Backwash Lift Station.
7. Acceptance of the Deer Park Community Development Corporation's quarterly report for the period of October 1, 2023 - December 31, 2023.

Motion carried 7 to 0.

8. CONSIDERATION OF AND ACTION ON ACCEPTANCE ON THE COMPLETION OF THE SURFACE WATER TREATMENT PLANT SOLIDS HANDLING IMPROVEMENT PROJECT AND APPROVING FINAL PAYMENT AND RELEASE OF RETAINAGE – Motion was made by Councilman Ginn and seconded by Councilwoman Ford on the acceptance of the completion of the Surface Water Treatment Plant Solids Handling Improvement Project and approving final payment and release of retainage. Motion carried 7 to 0.

9. CONSIDERATION OF AND ACTION ON GRANTING THE CITY MANAGER AUTHORITY TO DISPOSE OF REAL PROPERTY OWNED BY THE CITY OF DEER PARK AND ESTABLISH A MINIMUM PRICE FOR SAID REAL PROPERTY – Motion was made by Councilwoman Garrison and seconded by Councilman Haight on granting the City Manager authority to dispose of real property owned by the City of Deer Park and establish a minimum price for said real property. Motion carried 7 to 0.

10. CONSIDERATION OF AND ACTION ON A RESOLUTION SUPPORTING A GRANT APPLICATION FOR A 2024 HARRIS COUNTY PRECINCT 2 PARTNERSHIP PROJECT – After a proposed resolution was read by caption, motion was made by Councilman Ginn and seconded by Councilman Patterson to adopt Resolution No. 24-04, captioned as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS, SUPPORTING A GRANT APPLICATION FOR A 2024 HARRIS COUNTY PRECINCT TWO PARTNERSHIP PROJECT.

Motion carried 7 to 0.

11. CONSIDERATION OF AND ACTION ON AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 BUDGET FOR THE CRIME CONTROL AND PREVENTION DISTRICT FOR SALES AND USE TAX COMPLIANCE SERVICES – After a proposed ordinance was read by caption, motion was made by Councilwoman Ford and seconded by Councilman Patterson to adopt Ordinance No. 4486, captioned as follows:

AN ORDINANCE AMENDING THE 2022-2023 BUDGET FOR THE CRIME CONTROL AND PREVENTION DISTRICT, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED.

Motion carried 7 to 0.

12. CONSIDERATION OF AND ACTION ON AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 BUDGET FOR THE FIRE CONTROL PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT FOR SALES AND USE TAX COMPLIANCE SERVICES – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Martin to adopt Ordinance No. 4487, captioned as follows:

AN ORDINANCE AMENDING THE 2022-2023 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.

Motion carried 7 to 0.

13. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 COMMUNITY DEVELOPMENT CORPORATION BUDGET FOR BOND RELATED FEES FOR CERTIFICATES OF OBLIGATION, SERIES 2022 – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilwoman Ford to adopt Ordinance No. 4488, captioned as follows:

AN AMENDMENT TO THE 2022-2023 BUDGET FOR THE COMMUNITY DEVELOPMENT CORPORATION, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED.

Motion carried 7 to 0.

14. CONSIDERATION OF AND ACTION ON AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 BUDGET FOR THE FIRE CONTROL PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT TO REIMBURSE THE CITY FOR THE ANNUAL COST OF THE ALS 360 AGREEMENT WITH STRYKER FOR STRETCHERS, POWER LOADS, AND LUCAS DEVICES – After a proposed ordinance was read by caption, motion was made by Councilman Haight and seconded by Councilman Martin to adopt Ordinance No. 4489, captioned as follows:

AN ORDINANCE AMENDING THE 2022-2023 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.

Motion carried 7 to 0.

15. CONSIDERATION OF AND ACTION ON AN ORDINANCE CALLING A GENERAL ELECTION ON MAY 4, 2024 TO ELECT THREE COUNCIL MEMBERS AND ESTABLISHING TWO 12 HOUR EARLY VOTING DAYS – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Haight to adopt Ordinance No. 4490, captioned as follows:

AN ORDINANCE CALLING A GENERAL ELECTION IN THE CITY OF DEER PARK, TEXAS, ON MAY 4, 2024, FOR THE ELECTION OF THREE COUNCILMEMBERS, POSITIONS FOUR, FIVE AND SIX; ESTABLISHING THE ELECTION PRECINCT FOR SUCH ELECTION; ESTABLISHING THE TWELVE HOUR EARLY VOTING DAYS; THE POLLING PLACE THEREFOR; APPOINTING THE EARLY VOTING CLERK, NAMING THE ELECTION JUDGES; PROVIDING FOR THEIR COMPENSATION; AND PROVIDING FOR NOTICE.

Motion carried 7 to 0.

16. CONSIDERATION OF AND ACTION ON AN ORDINANCE REAUTHORIZING BUILDING PERMIT FEES – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Patterson to adopt Ordinance No. 4491, captioned as follows:

AN ORDINANCE REAUTHORIZING APPENDIX B-SECTION 18-53(b) BUILDING PERMIT FEE SCHEDULE, OF THE CODE OF ORDINANCES OF THE CITY OF DEER PARK.

Motion carried 7 to 0.

17. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING VICTOR WHITE TO THE CCPD BOARD OF DIRECTORS TO FILL AN UNEXPIRED TERM – After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilman Haight to adopt Ordinance No. 4492, captioned as follows:

AN ORDINANCE APPOINTING A BOARD MEMBER OF THE CRIME CONTROL AND PREVENTION DISTRICT OF THE CITY OF DEER PARK, TEXAS TO COMPLETE AN UNEXPIRED TERM. (Victor White)

Motion carried 7 to 0.

18. CONSIDERATION OF AND ACTION ON AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET FOR THE GOLF COURSE LEASE FUND TO REPAIR THE AWNING AT BATTLEGROUND GOLF COURSE – After a proposed ordinance was read by caption, motion was made by Councilwoman Ford and seconded by Councilman Patterson to adopt Ordinance No. 4493, captioned as follows:

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.

Motion carried 7 to 0.

19. CONSIDERATION OF AND ACTION ON AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET FOR THE GENERAL FUND PARKS AND RECREATION DEPARTMENT TO REPLACE BLEACHERS AT SPENCERVIEW ATHLETIC COMPLEX – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilwoman Ford to adopt Ordinance No. 4494, captioned as follows:

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.

Motion carried 7 to 0.

20. CONSIDERATION OF AND ACTION ON PURCHASING THE SERVICES OF VORTEX SERVICES, INC., THROUGH THE TIPS COOPERATIVE PURCHASING PROGRAM TO PERFORM THE 2024 SANITARY SEWER MAINTENANCE PROJECT – Motion was made by Councilwoman Garrison and seconded by Councilman Martin on purchasing the services of Vortex Services, Inc., through the TIPS Cooperative Purchasing Program to perform the 2024 Sanitary Sewer Maintenance Project. Motion carried 7 to 0.

21. CONSIDERATION OF AND ACTION ON THE PURCHASE OF TRASH COMPACTOR/RECYCLING UNITS FROM BIG BELLY SOLAR, LLC – Motion was made by Councilman Ginn and seconded by Councilman Haight on the purchase of trash compactor/recycling units from Big Belly Solar, LLC. Motion carried 7 to 0.

ADJOURN – Mayor Mouton adjourned the meeting at 7:58 p.m.

ATTEST:

APPROVED:

Angela Smith, TRMC, CMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: TAXR 24-001 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 1/26/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Approval of tax refund to B1 Bank in the amount of \$5,467.28 due to an payment made in error.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Approval of tax refund to B1 Bank in the amount of \$5,467.28 due to an payment made in error.

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:

B1 Bank in the total amount of \$5,467.28 due to a payment made in error on an account the bank no longer holds mortgage on. (Acct. #043-148-000-0015).

Fiscal/Budgetary Impact:

N/A.

Approve the tax refund to B1 Bank.



Legislation Details (With Text)

File #: TAXR 24-002 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 2/1/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Approval of tax refund to Corelogic in the amount of \$1659.68 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Approval of tax refund to Corelogic in the amount of \$1659.68 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 \$1659.68 due to an overpayment (Acct. #126-324-002-0028).

Fiscal/Budgetary Impact:

N/A.

Approve the tax refund to Corelogic.



Legislation Details (With Text)

File #: TAXR 24-003 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 2/1/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Approval of tax refund to Corelogic in the amount of \$523.10 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Approval of tax refund to Corelogic in the amount of \$523.10 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 \$523.10 due to an overpayment (Acct. #128-027-005-0007).

Fiscal/Budgetary Impact:

N/A.

Approve the tax refund to Corelogic.



Legislation Details (With Text)

File #: TAXR 24-004 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 2/1/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Approval of tax refund to Corelogic in the amount of \$2,444.94 due to an overpayment.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Approval of tax refund to Corelogic in the amount of \$2,444.94 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 \$2,444.94 due to an overpayment (Acct. #127-934-001-0042).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Corelogic.



Legislation Details (With Text)

File #: TAXR 24-005 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 2/1/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Approval of tax refund to Corelogic in the amount of \$524.62 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Approval of tax refund to Corelogic in the amount of \$524.62 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 \$524.62 due to an overpayment (Acct. #127-922-001-0025).

Fiscal/Budgetary Impact:

N/A.

Approve the tax refund to Corelogic.



Legislation Details (With Text)

File #: TAXR 24-006 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 2/1/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Approval of tax refund to Corelogic in the amount of \$1,762.62 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Approval of tax refund to Corelogic in the amount of \$1,762.62 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 \$1,762.62 due to an overpayment (Acct. #126-655-003-0027).

Fiscal/Budgetary Impact:

N/A.

Approve the tax refund to Corelogic.



Legislation Details (With Text)

File #: TAXR 24-008 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 2/1/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Approval of tax refund to Corelogic in the amount of \$532.24 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Approval of tax refund to Corelogic in the amount of \$532.24 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 \$532.24 due to an overpayment (Acct. #112-490-000-0036).

Fiscal/Budgetary Impact:

N/A.

Approve the tax refund to Corelogic.



Legislation Details (With Text)

File #: TAXR 24-009 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 2/1/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Approval of tax refund to Corelogic in the amount of \$2,041.56 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Approval of tax refund to Corelogic in the amount of \$2,041.56 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 \$2,041.56 due to an overpayment (Acct. #104-482-000-0012).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Corelogic.



Legislation Details (With Text)

File #: TAXR 24-010 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 2/1/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Approval of tax refund to Corelogic in the amount of \$642.74 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Approval of tax refund to Corelogic in the amount of \$642.74 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 \$642.74 due to an overpayment (Acct. #093-496-000-0013).

Fiscal/Budgetary Impact:

N/A.

Approve the tax refund to Corelogic.



Legislation Details (With Text)

File #: TAXR 24-011 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 2/2/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Approval of tax refund to Corelogic in the amount of \$698.73 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Approval of tax refund to Corelogic in the amount of \$698.73 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 \$698.73 due to an overpayment (Acct. #104-474-00-0026).

Fiscal/Budgetary Impact:

N/A.

Approve the tax refund to Corelogic.



Legislation Details (With Text)

File #: TAXR 24-012 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 2/2/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Approval of tax refund to Corelogic in the amount of \$1,962.21 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Approval of tax refund to Corelogic in the amount of \$1,962.21 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 \$1,962.21 due to an overpayment (Acct. #122-550-007-0047).

Fiscal/Budgetary Impact:

N/A.

Approve the tax refund to Corelogic.



Legislation Details (With Text)

File #: TAXR 24-013 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 2/2/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Approval of tax refund to Corelogic in the amount of \$528.98 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Approval of tax refund to Corelogic in the amount of \$528.98 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 \$528.98 due to an overpayment (Acct. #118-242-001-0023).

Fiscal/Budgetary Impact:

N/A.

Approve the tax refund to Corelogic.



Legislation Details (With Text)

File #: TAXR 24-014 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 2/2/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Approval of tax refund to Corelogic in the amount of \$583.33 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Approval of tax refund to Corelogic in the amount of \$583.33 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 \$583.33 due to an overpayment (Acct. #104-134-000-0347).

Fiscal/Budgetary Impact:

N/A.

Approve the tax refund to Corelogic.



Legislation Details (With Text)

File #: RES 24-042 **Version:** 1 **Name:**

Type: Resolution **Status:** Agenda Ready

File created: 2/14/2024 **In control:** City Council

On agenda: 2/20/2024 **Final action:**

Title: Consideration of and action on a resolution formalizing City Council’s action on the facility naming application received for former Mayor Wayne Riddle.

Sponsors:

Indexes:

Code sections:

Attachments: [WR-Application to Name Naming Policy](#)
[Blanks RES-Naming building Wayne Riddle Library](#)

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Consideration of and action on a resolution formalizing City Council’s action on the facility naming application received for former Mayor Wayne Riddle.

Summary:

Late last year, the City of Deer Park received a formal application (see attached) to consider naming the Deer Park Public Library building after former Deer Park Mayor Wayne Riddle. Consistent with the City’s policy (see attached) on the naming of an asset, this matter was brought before the Library Board of Trustees for their recommendation to City Council. On January 9, 2024, they voted 4-3 in favor of recommending Council name the Library building after Mayor Riddle.

This matter now goes before City Council for your discussion and vote. Council discussed this topic in two Workshops on February 6th & February 20th, and this agenda item will be the action item for Council to vote on.

It is important to note, the request is to consider naming only the Library building after Mayor Riddle. The legal name for the Library, as a public entity, will remain the Deer Park Public Library.

Once Council makes their decision, the City Attorney will complete the resolution attached if needed for approval by Council.

Fiscal/Budgetary Impact:

TBD.

Depending upon Council's decision, approve or deny the naming application request. If approving request, then approval by resolution is recommended action. If denying the request, a motion to deny is recommended action.



APPLICATION TO NAME A CITY BUILDING, FACILITY, PARK, ROAD OR OTHER ASSET DATE:

Applicant Contact Information:

- I. **Name:** Pat Adams
- II. **Address:** 409 Yorkshire Ct.
- III. **City, State, Zip:** Deer Park, Texas 77536
- IV. **Telephone:** 713/412-4814
- V. **Email:** pbandy2@sbcglobal.net
- VI. **Organization:** Renaming Building Committee

Describe the City building, facility, park, road or other asset you are requesting to be named, giving complete address, location, beginning and ending points, etc. below:

We are respectfully asking that the Deer Park City Council name the new Community Center the

WAYNE RIDDLE COMMUNITY CENTER

610 E. San Augustine

*see attached location email
amendment 12/4/23 to*

Proposed name of the asset:

Provide the background information and rationale, including biographical information, relating to the person for whom the asset is to be named below:

Former Mayor Wayne Riddle has served the city longer and accomplished as much or more than any of the people that have buildings in Deer Park named in their honor. Such as the Maxwell Center, The Jimmy Burke Activity Center and the Claude Burgess Recreation Center.

If the Community Center would not be an option to honor Former Mayor Riddle we request that another building of the City be considered that would acknowledge and honor the 32 years of service to the City of Deer Park by Former Mayor Wayne Riddle be used.

(Attach additional sheets if necessary)

Provide evidence of substantial local support for the proposal below:

Included with this application is the biography of Wayne Riddle.

A list of City Managers, Police Chiefs, City Secretaries, and Council Members that Former Mayor Wayne Riddle has served with. When he became Mayor he appointed the current Municipal Court Judge Larry Wilson. He also appointed the current City Attorney, Jim Fox.

Also included are letters from some Deer Park citizens supporting the request to name a building in honor of Former Mayor Riddle. Included with the above are two scrapbooks that were prepared by

Former City Council Woman Dianna Taylor, now deceased, to support this request.
(Attach additional sheets documenting local support as needed. A petition signed by 75% of the affected property owners is required for a request to rename a road)

If the request is for renaming a road, have you attached a petition signed by 75% of the affected property owners? Yes No

If the request is for renaming a road, is the name change proposed for the entirety of the road within the Deer Park City limits? Yes No

FOR CITY OF DEER PARK USE ONLY BELOW THIS LINE

Application received by: *Angela Smith, City Sec*

Date of Receipt: *12/4/2023*

Referred to:

Date Referred:

Date of Review:

Board/Advisory Committee/Reviewer Suggestions/Recommendations:

(Attach additional information, i.e. meeting notes/minutes, recommendation letter, etc.)

Estimated cost to rename the asset:

City Council Action: Approved Denied: Date of Council Action:

Patricia Adams

**THE ITEMS ENCLOSED WERE GIVEN TO THE DEER PARK CITY SECRETARY
MONDAY, DECEMBER 4TH AS PER THE REQUIREMENTS OF THE CITY OF DEER
PARK " POLICY ON NAMING OF BUILDINGS, FACILITIES, PARKS, ROADS, AND
OTHER ASSETS".**

**WE RESPECTFULLY REQUEST THAT YOU CONSIDER MAKING YOUR DECISION
USING ITEM ;**

II. POLICY

L.

THANKING YOU IN ADVANCE

**City of Deer Park
Mayor Jerry Mouton, Jr. & City Council Members
710 E. San Augustine
Deer Park, Texas 77536**

Dear Mayor & Council Members

On October 13, 2014, there was an item on the council agenda to consider the renaming of the Deer Park Community Center to the Wayne Riddle Community Center.

This item was tabled because the council was concerned that there was not a city procedure for the naming of city buildings.

Since that date, a POLICY ON NAMING OF CITY BUILDINGS, FACILITIES, PARKS, ROADS, AND OTHER ASSETS has been approved by the City Council.

A large number of Deer Park citizens are requesting that the City Council consider renaming the Deer Park Community Center, THE WAYNE RIDDLE COMMUNITY CENTER, OR another building that would serve as honoring the 32 years of service that Former Mayor Riddle dedicated to the City of Deer Park.

The required application that has been provided for the consideration of naming of a building has been completed and all additional information is furnished.

Under the Policy II: Section A: The information will be found.

Also, if the process required in this section is not satisfactory, Section L: Is an option that could be used, which states;

THE CITY COUNCIL MAY WAIVE OR MODIFY ANY REQUIREMENT OF THIS POLICY AS IT DEEMS APPROPRIATE ON A CASE-BY-CASE BASIS, AND MAY NAME ANY BUILDING, FACILITY, PARK, ROAD, OR ASSET AS IT CHOOSES WITHOUT ADHERENCE TO THIS POLICY.

In addition to the required application, two scrapbooks which show the activities contributed to the service of the city by Former Mayor Riddle are enclosed with this application.

Former Mayor Wayne Riddle's biography which shows the activities of service to the City of Deer Park, Harris County, the State of Texas and the National League of Cities are also enclosed.

Letters of recommendation from Deer Park citizens are enclosed.

List of the City Managers, Police Chiefs, City Secretaries, City Council Members that Former Mayor Riddle has served with are enclosed.

When he became Mayor, he appointed the current City Municipal Court Judge, Larry Wilson. He also recommended that the city appoint Jim Fox as the City Attorney.

If any additional information is required, please contact one of the following numbers.

Thanking you all for your consideration.



PAT ADAMS

Co-Chair of Renaming Building Committee

713/412-4814



JIMMY BURKE---Former Mayor, City of Deer Park

Co-Chair of Renaming Building Committee

281/380-1452

City of Deer Park

Policy on Naming of City Buildings, Facilities, Parks, Roads, and Other Assets

I. Purpose:

The City of Deer Park occasionally receives a request for the naming of a City asset. The final authority to name a City asset rests with the Deer Park City Council. It is the desire of the City Council to ensure consistency and fairness when addressing all naming requests. The purpose of this policy is to establish a standardized set of procedures for the naming of buildings, facilities, parks, roads, and other assets owned by the City of Deer Park. It shall apply to all requests to name or rename an asset.

II. Policy:

- A. The City shall provide a naming application to be completed for all asset naming requests. Completed applications and related attachments shall be submitted to the City Secretary to initiate the process for naming an asset. The City Secretary then shall forward naming requests to the City Manager and the appropriate Department Director. Such requests shall include the following:
1. The name, address, and contact information of the person and/or organization proposing the naming request.
 2. The suggested name for the asset.
 3. Background information and rationale, including biographical information relating to the person for whom the asset shall be named.
 4. Evidence of substantial local support for the proposal.
 5. If the request is for renaming of a road, the applicant shall attach a petition signed by at least seventy-five percent (75%) of the affected property owners on the street indicating agreement with the name change.
 6. When renaming a road, any approved name change shall apply to the entirety of the existing street or roadway. The City shall not rename only a portion of an existing street or roadway. The road proposed for renaming must start and terminate entirely within the Deer Park city limits.
- B. In instances where an applicable City Board or Commission exists, such as the Parks & Recreation Commission or Library Board, the applicable Board or Commission will review the naming request. The Board or Commission's suggestions or recommendations regarding the naming of a City asset then will be forwarded to the City Manager for submission to the City Council.

If no such applicable Board or Commission exists, the Mayor may appoint an ad hoc advisory committee to review the naming request. The Committee will make suggestions or recommendations to the City Manager for submission to the City Council. This Committee shall consist of (1) member of the City Council, two (2) members of the City staff, and three (3) citizen representatives who reside in Deer Park. City staff members shall include a representative of the City Manager's Office and, when applicable, a representative of the Department which serves as staff to a City Board or Commission that will review the renaming request.

- C. All recommendations regarding naming requests shall be returned to the City Manager for submission to the City Council for their vote no more than ninety (90) days after the request was received by the City Secretary.
- D. The Council shall take action on the naming request in the form of a Resolution.
- E. When deliberating a naming request, the following shall be considered:
 - 1. The significance of the individual's outstanding contributions to public service, dedication, and/or sacrifice on a local, state, and/or national level.
 - 2. The community's ability to recognize the individual's outstanding contributions and how they reflect great credit on Deer Park.
 - 3. All costs associated with the naming request, including, but not limited to, the applicable cost of any related signage, printing costs, etc.
- F. When considering naming only a portion of a City asset, such as a section of a park, rather than the entire park, the procedures outlined in this policy also shall apply.
- G. City buildings, facilities, parks, roads, and other assets may be named or renamed in circumstances whereby an individual, family, group, or corporation has made a significant gift of land or money (typically not less than 50% of the project's costs) to the City. In such circumstances, prior to naming or renaming any asset the City shall consult with Bond Counsel regarding potential private business use implications related to naming or renaming any City asset financed, or which may be financed, with tax-exempt bonds as to avoid any negative effects on the tax status of such bonds.
- H. The donation of a significant gift of land or money to the City for the acquisition, renovation, construction, or maintenance of any City building, facility, park, road, or other asset does not constitute an obligation by the City to name an asset after an individual, family, group, or corporation.
- I. In the event the City desires to sell the naming rights to a City building, facility, park, road, or other asset, the City shall enter into a Naming Rights Agreement with a third party interested in purchasing the exclusive right to place its name on a City asset.

J. The name shall be "honorary" only and is not meant to replace any other official or legal designation for the facility or asset in question, unless specifically stated by the Deer Park City Council.

K. The City Council reserves the right to set a time limit to the naming or renaming of any City building, facility, park, road, or other asset. Under extraordinary circumstances, the City Council may revoke the naming or renaming of a City building, facility, park, road, or asset.

L. The City Council may waive or modify any requirement of this policy as it deems appropriate on a case-by-case basis, and may name any building, facility, park, road, or asset as it chooses without adherence to this policy.

**MAYOR WAYNE RIDDLE
BIOGRAPHY
October 2023**

Mayor Wayne Riddle served the residents of the City of Deer Park as a City Council Member from 1981 until 1999 when he was elected as Mayor. He served as mayor until May 2013. Since being elected, Mayor Riddle has served in many local, county, state and national positions.

Mayor Riddle was the longest serving Councilmember of the City of Deer Park to date, serving 32 years.

During the time Mayor Riddle represented the City of Deer Park, he lead the council's actions to expand the public library, expand the Maxwell Senior Citizen building, also the expansion of the Deer Park Community Center and the construction of the Deer Park Police facility. He formed a Beautification Committee that lead to changes in the landscaping improvements of various locations in the city.

Participated with the city council to build two additional fire stations.

Attended over 1,580 regular city council meetings, special called meetings and workshops.

Mayor Riddle retired as Mayor in 2013. He was recognized during a Harris County Court meeting by Judge Ed Emmett and the other County Commissioners for his 32 years of service. He was also recognized by Texas Governor Rick Perry, The Texas Senate and the U.S. House of Representatives and U.S. Congressman Steve Stockman.

Mayor Riddle served as the President of the State of Texas Mayors and Councilmembers - Commissioners Association. He served on the Texas Municipal Leagues Board of Directors twice.

He represented the City of Deer Park by serving as the President of the Texas Municipal League Region 14. Also served on the Leagues Legislative Committee, as well as, the Task Force on Inter governmental Relations.

He served on the National League of Cities Small Cities Council and their policy review Committee for Energy, Environmental and National Disasters. This committee reviews such areas as Energy fees, Environmental problems, Waste Water Treatment and Natural Disasters. This committee made recommendations to the National League of Cities Board of Directors for Support or Non-support of pending legislations in Washington, D.C.

Mayor Riddle represented the City of Deer Park by serving as Secretary, Treasurer, Vice-President and twice served as President of the Harris County Mayors and Council Association. He also served as the Cities representative on the Board of Directors of the 13 County Houston-Galveston Area Council.

Mayor Riddle has served as the President of the Alvin, Texas Optimist Club, President of the Pasadena, Texas Deepwater Optimist Club, President of the Deer Park Chamber of Commerce,

President of the Deer Park Rotary Club and served as the Lt. Governor of the Southeast Texas District Optimist International.

While serving as President of the Rotary Club, he, his wife and a couple of their grandchildren started putting up and taking down each day the American Flags the full length of Center Street during Desert Storm.

Then arranged for other organizations to help each day, such as churches and Boy Scouts until the City of Deer Park took over doing it now for all occasions when the American Flag should be flown.

Also, while President of the Chamber of Commerce, with the help of the Deer Park Parks and Recreation department started the lighting of the trees on Center Street during the Christmas Season.

Received information from a TML Conference to get the city to start the program for Citizens to receive discounts on their prescriptions.

Also received information while attending a TML Conference to have the city start our local Municipal TV program.

Mayor Riddle was selected as the Deer Park Chamber of Commerce Citizen of the Year in 1991.

Mayor Riddle served as the Chairman of the Deer Park Task Force on Vandalism. Also served on the City of Deer Park and DPISD Anti-Drug Steering Committee.

He served on the Board of Directors of the Southeast Harris County Economic Development Council.

Served as the City of Deer Park resident's representative on the CIC Committee at Deer Park Junior High School and served on numerous other school district committees.

Mayor Riddle served as the Chairperson of the Committee that designed and erected a memorial to honor Deer Park's Veterans and those lost in battle located in front of the Courts and Theater Building.

Served on the Committee chaired by Councilman Tom Bedford that recommended the construction of the new Courts and Theater Building.

He lead the opposition to the group that was trying to get Highway 225 renamed the Juan Seguin Freeway. Recommended that the Deer Park City Council pass a Resolution to have it named the TEXAS INDEPENDENCE FREEWAY. He made several trips to Austin to get support from our State Senator and State Representative. Once the state named it by that name, they presented a full size sign to the Mayor for his efforts. It was to be stored in the cities maintenance facility.

Mayor and Mrs. Riddle are members of the Deer Park First Baptist Church. They both have been teachers in Sunday School of different age groups.

Mayor Riddle is a member of the Deer Park Masonic Lodge and is a 32nd Degree Scottish Rite Mason.

He was born in Big Spring, Texas. He finished high school at West Columbia, Texas. He was voted the Senior Class President. He attended Texas A & M where he was in the Corp of Cadets. He was a member of the B Field Artillery and was selected to be on the Fish Drill Team.

He has been married to Jean Riddle for 54 years as of September 2023. They have three boys and one daughter. Seven grandchildren and eight great grandchildren.

Each year the Deer Park Chamber of Commerce hosts a Mayors Prayer Luncheon. A committee receives nominations from the public and various churches for a Layman and a laywoman to recognize their efforts in the community.

Mrs. Jean Riddle was selected as the Laywoman of the Year in 2005.



CITY MANAGERS

**Floyd Socia
Dorothy Martin (Acting)
Ronald Crabtree
James Stokes**

Police Chiefs

**Kenneth Gage
Don Little
Bill Young
Greg Griggs**

City Secretaries

**Dorothy Martin
Sandra Watkins
Shannon Bennett**

City Council Members

**Earl Dunn
Jim Kit
Vickie Laird
Bob Staton
Charles Garrison
Harvey Petree
Thomas Bedford
Rayma Zachary
Sam Pipkin
Denton McDugle
Bill McDonald
Brian Barry
Dianna Taylor
Dean Lawther
William Brown
Beckie Stockstill-Cobb
Blake Barnes
Thane Harrison
Chris Richey
Bill Patterson**

**Jeff Pound
Sherry Garrison
(I appointed her to fill
Charles Garrison seat)
Jerry Mouton
Rae Sinor
++++
Appointed Atty. Larry Wilson
Municipal Court Judge 1999

Appointed Atty. Jim Fox
City Atty. After P.B. Dover
retired.**

CITY OF DEER PARK

73-038

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

THE 1625th REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN THE COUNCIL CHAMBERS, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON OCTOBER 21, 2014 BEGINNING AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.	MAYOR
SHERRY GARRISON	COUNCILWOMAN
THANE HARRISON	COUNCILMAN
CHRIS RICHEY	COUNCILMAN
BILL PATTERSON	COUNCILMAN
RON MARTIN	COUNCILMAN
RAE A. SINOR	COUNCILWOMAN

AND PLANNING AND ZONING COMMISSION MEMBERS PRESENT:

HAL ANDERSON	CHAIRMAN
RAY BALUSEK	COMMISSIONER
DANIELLE WENDEBURG	COMMISSIONER

OTHER CITY OFFICIALS PRESENT:

JAY STOKES	CITY MANAGER
GARY JACKSON	ASSISTANT CITY MANAGER
SANDRA WATKINS	CITY SECRETARY
JIM FOX	CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.
2. INVOCATION – The invocation was given by Ernest Weeden of First Baptist Church of Deer Park.
3. PLEDGE OF ALLEGIANCE – Councilman Martin led the pledge of allegiance to the United States Flag and the Texas Flag.

12. Authorization to seek proposals for services related to the 2015 Totally Texas Festival.

[RFP 14-017](#)

Recommended Action: It is recommended Council authorize the seeking of proposals for services related to the 2015 Totally Texas Festival.

Department: City Manager's Office

Attachments: [RFP for 2015 Totally Texas \(Oct. 2014\)](#)

COMMENTS FROM AUDIENCE

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

NEW BUSINESS

13. Consideration of and action on renaming the Community Center to "Wayne Riddle Community Center."

[ACT 14-405](#)

Recommended Action: Approval is recommended.

Department: Office of the Mayor

Attachments: [Wayne Riddle Community Center](#)

14. Consideration of and action on City Council approving a letter regarding illegal immigration issues.

[ACT 14-406](#)

Recommended Action: Approval is recommended.

Department: City Council and City Manager's Office

Attachments: [City Council Immigration Letter \(Oct. 14\)](#)

15. Consideration of and action on the approval of the Police Department's grant application for State Farm Driving Grant.

[GRT -002](#)

Recommended Action: Approve the application for and the acceptance of this grant.

Department: Chief of Police Grigg

16. Consideration of and action on an interlocal agreement with Harris County for Mutual Aid.

[AGR 14-017](#)

Recommended Action: Approval is recommended.

Attachments: [HC MAA 9-30](#)

The mission of the City of Deer Park is to plan and execute activities necessary to provide expected quality service to the citizens so that the opportunity to enjoy a high quality of life is afforded to all.

to award the bid for Material Bids at the Luella Service Center to Teamwork Construction, low bidder, in the amount of \$47,725. Motion carried 7 to 0.

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

- a. Approval of minutes of special meeting on September 29, 2014.
- b. Approval of minutes of regular meeting on October 7, 2014.
- c. Approval of a purchase order for additional work on the Pasadena Boulevard Elevated Storage Tank Rehabilitation Project.
- d. Approval of a change order for the Highline Drive Project.
- e. Acceptance of the completion of the Drainage Improvement at Deer Park Gardens, Section 8B.
- f. Authorization to advertise and receive bids on the Rehabilitation of the Cox Street one million Gallon Ground Storage Tank.
- g. Authorization to seek proposal for services related to the 2015 Totally Texas Festival.

Motion carried 7 to 0.

10. COMMENTS FROM AUDIENCE -

Mayor Mouton advised the audience that item #18 addressing the Head Start School was withdrawn per the request of Harris County Department of Education but anyone who had registered for comments was welcome to address the City Council.



- a. Diane Taylor, 2812 Dow Circle, Deer Park Texas, commented, "Good evening Mayor, City Council Members. I would like to address item #13 on the agenda, that is for your consideration and action tonight which is renaming the Community Center to the "Wayne Riddle Community Center". It was an honor for me to submit the request that you recognize the honorable service that Wayne Riddle provided during his thirty-two years of service to this community. To date, Wayne Riddle is the longest serving Council member. Eighteen years as a Councilman and fourteen years as Mayor. His strong commitment to our city is certainly evident, having served that long. During his tenure, he served with twenty-five different Council members. I was privileged to be one of the twenty-five Council members to serve with Wayne, both when he was a Councilman and Mayor I really appreciated his administrative

style. He was low key, very calming, but got the job done by managing to get an effective consensus on most issues. Wayne was not an intimidator, he was a facilitator. I also appreciated that he was readily accessible to Council members and citizens alike. My family has lived in Deer Park for thirty-seven years and we have witnessed the city's amazing growth, the fine city services and smart leadership. Wayne Riddle has played a major role and we are thankful for his service and I thank you for having this on the agenda tonight for a vote. Thank you."

- b. Carol Greer, 2300 Kilkenny Lane, Deer Park, Texas, commented, "I'm going to speak to you about the meeting that was held on September 18, 2014. On that day, Council had a special meeting which was audio recorded past the meeting adjournment. The comments by City Council members following the adjournment of the meeting have since been deleted off the official archived audio recording. However, the full and complete audio is still available for the public to retrieve by contacting Mrs. Watkins with the City of Deer Park. She will make that recording available to you. The following verbiage I'm about to share with you is not my comments or words, but instead are the comments that were made after the special meeting had adjourned. For the full effect I would recommend that you get the recording. Mayor Mouton opens the special meeting about an Ordinance, #3058, for new dates and times for hearings and City Attorney Mr. Fox says, "No Prayer." Councilman Patterson then says, mockingly, "No pledge to the Texas flag or the American flag, no prayer, no nothing." Then there was a lot of laughter. The dates and times are set before Mayor Mouton ends the meeting and Councilman Patterson mockingly says, "No comments from the audience?" Mayor hits the gavel and says, "Meeting adjourned." Lots of background chatter ensue, and laughing and the Mayor says, "Are we on the record here?" referring to Councilman Patterson. "If we were doing the resolution tonight?" and then he asked, "Why were we not doing the prayer?" Then the Mayor asks, "You know all that was being recorded, you know that right?" Councilman Patterson says, "Take it out." City Secretary, Sandra Watkins says, "When he hits that gavel, you are being recorded." Mayor laughs hysterically and more laughing is in the background. Then the Mayor says, "Either way, that was funny." In the background Councilman Harrison says, "By the way, the lady Charlie Greer that says that Patterson doesn't have public comments, that's not a true statement." Mayor Mouton says, "Okay." Councilman Harrison says, "all he did was move the citizen's comments on the way it falls on the agenda but they didn't alleviate it." I'm just quoting from what someone extracted from the recording. Mayor Mouton says, "Yeah, okay, well her point is the same point that about seventy percent of my estimation that everything they say to us is not accurate. They keep spouting stuff and then I get on the phone and I'm calling around and I'm like, "Is this really going on in your city?" They're like, "No, we don't know what you're talking about." City Manager Jay Stokes warns the Council people about talking because he knows there's still a quorum there and they have to be careful. The Mayor says, "We're not talking about anything." Mr. Stokes says, "Alright."

City of Deer Park

Policy on Naming of City Buildings, Facilities, Parks, Roads, and Other Assets

I. Purpose:

The City of Deer Park occasionally receives a request for the naming of a City asset. The final authority to name a City asset rests with the Deer Park City Council. It is the desire of the City Council to ensure consistency and fairness when addressing all naming requests. The purpose of this policy is to establish a standardized set of procedures for the naming of buildings, facilities, parks, roads, and other assets owned by the City of Deer Park. It shall apply to all requests to name or rename an asset.

II. Policy:

A. The City shall provide a naming application to be completed for all asset naming requests. Completed applications and related attachments shall be submitted to the City Secretary to initiate the process for naming an asset. The City Secretary then shall forward naming requests to the City Manager and the appropriate Department Director. Such requests shall include the following:

1. The name, address, and contact information of the person and/or organization proposing the naming request.
2. The suggested name for the asset.
3. Background information and rationale, including biographical information relating to the person for whom the asset shall be named.
4. Evidence of substantial local support for the proposal.
5. If the request is for renaming of a road, the applicant shall attach a petition signed by at least seventy-five percent (75%) of the affected property owners on the street indicating agreement with the name change.
6. When renaming a road, any approved name change shall apply to the entirety of the existing street or roadway. The City shall not rename only a portion of an existing street or roadway. The road proposed for renaming must start and terminate entirely within the Deer Park city limits.

B. In instances where an applicable City Board or Commission exists, such as the Parks & Recreation Commission or Library Board, the applicable Board or Commission will review the naming request. The Board or Commission's suggestions or recommendations regarding the naming of a City asset then will be forwarded to the City Manager for submission to the City Council.

If no such applicable Board or Commission exists, the Mayor may appoint an ad hoc advisory committee to review the naming request. The Committee will make suggestions or recommendations to the City Manager for submission to the City Council. This Committee shall consist of (1) member of the City Council, two (2) members of the City staff, and three (3) citizen representatives who reside in Deer Park. City staff members shall include a representative of the City Manager's Office and, when applicable, a representative of the Department which serves as staff to a City Board or Commission that will review the renaming request.

- C. All recommendations regarding naming requests shall be returned to the City Manager for submission to the City Council for their vote no more than ninety (90) days after the request was received by the City Secretary.
- D. The Council shall take action on the naming request in the form of a Resolution.
- E. When deliberating a naming request, the following shall be considered:
 - 1. The significance of the individual's outstanding contributions to public service, dedication, and/or sacrifice on a local, state, and/or national level.
 - 2. The community's ability to recognize the individual's outstanding contributions and how they reflect great credit on Deer Park.
 - 3. All costs associated with the naming request, including, but not limited to, the applicable cost of any related signage, printing costs, etc.
- F. When considering naming only a portion of a City asset, such as a section of a park, rather than the entire park, the procedures outlined in this policy also shall apply.
- G. City buildings, facilities, parks, roads, and other assets may be named or renamed in circumstances whereby an individual, family, group, or corporation has made a significant gift of land or money (typically not less than 50% of the project's costs) to the City. In such circumstances, prior to naming or renaming any asset the City shall consult with Bond Counsel regarding potential private business use implications related to naming or renaming any City asset financed, or which may be financed, with tax-exempt bonds as to avoid any negative effects on the tax status of such bonds.
- H. The donation of a significant gift of land or money to the City for the acquisition, renovation, construction, or maintenance of any City building, facility, park, road, or other asset does not constitute an obligation by the City to name an asset after an individual, family, group, or corporation.
- I. In the event the City desires to sell the naming rights to a City building, facility, park, road, or other asset, the City shall enter into a Naming Rights Agreement with a third party interested in purchasing the exclusive right to place its name on a City asset.

- J. The name shall be “honorary” only and is not meant to replace any other official or legal designation for the facility or asset in question, unless specifically stated by the Deer Park City Council.
- K. The City Council reserves the right to set a time limit to the naming or renaming of any City building, facility, park, road, or other asset. Under extraordinary circumstances, the City Council may revoke the naming or renaming of a City building, facility, park, road, or asset.
- L. The City Council may waive or modify any requirement of this policy as it deems appropriate on a case-by-case basis, and may name any building, facility, park, road, or asset as it chooses without adherence to this policy.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS
FORMALIZING COUNCIL'S ACTION ON THE FACILITY NAMING APPLICATION RECEIVED
FOR FORMER MAYOR WAYNE RIDDLE**

WHEREAS, the City of Deer Park wishes to _____ be
named after former Mayor Wayne Riddle.

WHEREAS, after the application was submitted, the Library Board met and submitted their
recommendation to City Council in favor of the name change to the building;

WHEREAS, City Council discussed this request during workshops on Feb 6 & Feb 20, 2024 and took
action at the regular meeting held on this date by _____
_____ ; and

WHEREAS, City Council directs the City Manager to _____.

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

1. _____

PASSED AND APPROVED by the City of Deer Park, Texas on this ____ day of
_____, 2024.

MAYOR, City of Deer Park, Texas

ATTEST:

APPROVED:

City Secretary

City Attorney



Legislation Details (With Text)

File #: RES 24-037 **Version:** 1 **Name:**

Type: Resolution **Status:** Agenda Ready

File created: 2/12/2024 **In control:** City Council

On agenda: 2/20/2024 **Final action:**

Title: Consideration of and action on a resolution finding that the statement of intent of CenterPoint Energy Resources Corp, to change rates filing within the city should be denied.

Sponsors: City Manager's Office

Indexes:

Code sections:

Attachments: [Denial Resolution CNP Rate Case 2024](#)
[Centerpoint Oct letter](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

2/20/2024	1	City Council		
-----------	---	--------------	--	--

Consideration of and action on a resolution finding that the statement of intent of CenterPoint Energy Resources Corp, to change rates filing within the city should be denied.

Summary:

On October 30, 2023, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (CenterPoint or Company) filed a Statement of Intent to Increase Rates application with Houston, Texas Coast, Beaumont/East Texas, and South Texas Divisions. In the filing, the Company asserted that it is entitled to a \$37.4 million increase or a 5.8% increase over current adjusted revenues, excluding gas costs.

In November, the Cities served by CenterPoint Gas (Cities) engaged the services of consultants to review the Company's filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to the Company's request. Accordingly, Cities' attorney recommends that all Cities members adopt the Resolution denying the rate change. Once the Resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Railroad Commission where the appeal will be consolidated with CenterPoint's filing for the environs and those cities that have relinquished their jurisdiction (i.e. Gas Utility Docket 15513) currently pending at the Commission.

Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final action on the application. Since the application was filed on October 30, 2023, all cities with original jurisdiction will need to adopt the resolution no later than March 3, 2024.

The City of Deer Park participates in the Gulf Coast Coalition of Cities (GCCC), a consortium which monitors such rate increases. GCCC attorneys recommend all member cities adopt the attached Resolution. The purpose of the Resolution is to deny the rate application and consolidation proposed by CenterPoint.

Explanation of “Be It Resolved” Paragraphs:

1. This paragraph finds that the Company’s application is unreasonable and should be denied.
2. This section states that the Company’s current rates shall not be changed.
3. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants, approved by the Cities, will submit monthly invoices that will be forwarded to CenterPoint for reimbursement.
4. This section merely recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides CenterPoint and counsel for the cities will be notified of the City’s action by sending a copy of the approved and signed resolution to counsel.

To be determined.

Approval of resolution to deny the rate application and consolidation proposed by CenterPoint.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DEER PARK, TEXAS FINDING THAT THE STATEMENT OF INTENT OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TO CHANGE RATES FILING WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Deer Park, Texas ("City") is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or "Company") within the unincorporated areas of the Houston, Texas Coast, Beaumont/East Texas, and South Texas Divisions, and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, the City is a member of Cities Served by CenterPoint Gas ("Cities") (such participating cities are referred to herein as "Cities"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to natural gas issues affecting rates charged in the Houston, Texas Coast, Beaumont/East Texas, and South Texas Divisions; and

WHEREAS, on or about October 30, 2023, CenterPoint filed with the City a Statement of Intent to Increase Rates seeking to increase natural gas rates by \$37.4 million annually and to all customers residing in the City; and

WHEREAS, Cities is coordinating its review of CenterPoint's Statement of Intent filing with designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, Cities' consultants determined that CenterPoint's proposed rates are excessive; and

WHEREAS, the Cities' members and attorneys recommend that Cities members deny the Statement of Intent; and

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

Section 1. That the rates proposed by CenterPoint to be recovered through its gas rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within 30 days of the adoption of this Resolution.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Keith L. Wall, CenterPoint Energy, at P.O. Box 2628, Houston, Texas 77252-2628, and to Jamie Mauldin, General Counsel to the Cities Served by CenterPoint Gas at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2024.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



October 30, 2023

CenterPoint Energy
1111 Louisiana Street
Houston, TX 77002-5231
P.O. Box 2628
Houston, TX 77252-2628

Mayor and City Council
City of Deer Park
Deer Park, Texas

Re: Statement of Intent to Change Rates for CenterPoint Texas' Texas Division

Ladies and Gentlemen:

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint Texas" or the "Company") files the attached Statement of Intent to Change Rates ("Statement of Intent") with the Railroad Commission of Texas ("Commission")¹ and all municipalities in CenterPoint Texas' proposed Texas Division. CenterPoint Texas is a gas utility as defined by the Gas Utility Regulatory Act ("GURA"),² and the cities within the Texas Division, including the City of Deer Park (the "City"), have exclusive original jurisdiction to set rates for the Company pursuant to § 103.001 of GURA.

Within the Texas Division, CenterPoint Texas provides service to approximately 1,900,000 customers. Of this total, CenterPoint Texas serves approximately 9,646 residential customers, 441 small commercial customers and 3 large volume customers in the City. By this Statement of Intent, CenterPoint Texas notifies the City of its intent to change its rates effective December 4, 2023, which is 35 days from the date of this filing.

CenterPoint Texas is proposing to adopt rates for the Texas Division based on the cost of providing service to all customers within the division, inclusive of both incorporated and unincorporated areas. The Company's filing demonstrates that the need for a rate change is primarily driven by continuing investment needs that ensure the safety and reliability of its system. The proposed change will permit CenterPoint Texas a reasonable opportunity to recover its operating costs and earn a fair return on its investment.

Accordingly, pursuant to GURA § 104.102, CenterPoint Texas files this Statement of Intent with attached Rate Schedules containing the proposed revisions to the Company's rates and terms and conditions of service applicable in your City. Specific changes to tariffs and the proposed Rate Schedules are contained in the attached filing. The effect of the Company's proposed new rate schedules and tariff changes is to increase CenterPoint Texas' net annual non-gas revenues in the Texas Division by approximately \$37.4 million per year. The changes represent a total increase to the Company's division-wide aggregate revenues of approximately 3.1% with gas cost and 5.8% without gas cost.

¹ The Commission filing also includes municipalities that have ceded their original jurisdiction over rates to the Commission.

² TEX. UTIL. CODE ANN. §§ 101.001, *et seq.*



Legislation Details (With Text)

File #: CON 24-002 **Version:** 1 **Name:** Charlene A Tighe
Type: Contract **Status:** Agenda Ready
File created: 1/29/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Consideration of and action on extending the contract with True North Emergency Management, LLC (Neel-Schaffer) for Disaster Debris Monitoring and related Emergency Management Consulting Services for an additional three (3) years.
Sponsors: OEM
Indexes:
Code sections:
Attachments: [True North Neel Schaffer Amendment -Agreement Extension 2024](#)
[True North Neel Schaffer Executed Agreement Feb 2 2021](#)

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Consideration of and action on extending the contract with True North Emergency Management, LLC (Neel-Schaffer) for Disaster Debris Monitoring and related Emergency Management Consulting Services for an additional three (3) years.

Summary:

True North’s parent company, Neel-Schaffer, Inc. has been the City of Deer Park’s contractor for debris monitoring services for thirteen years. The current agreement was executed on February 2, 2021 and can be extended by mutual agreement of the parties. The agreement would be extended until February 2, 2026.

Fiscal/Budgetary Impact:

The agreement would only be utilized during a disaster response requiring extension debris monitoring and related emergency management consulting services. There is no annual retainer fee.

Extend the contract with True North Emergency Management, LLC (Neel-Schaffer) for Disaster Debris Monitoring and related Emergency Management Consulting Services until February 2, 2026.

**AMENDMENT TO AGREEMENT TO PROVIDE DISASTER DEBRIS
MONITORING AND RELATED EMERGENCY MANAGEMENT
CONSULTING SERVICES
BETWEEN THE CITY OF DEER PARK AND
TRUE NORTH EMERGENCY MANAGEMENT, LLC**

This Amendment to Agreement is made as of the ____ day of February, 2024, by and between the City of Deer Park (hereinafter referred to as the Owner), and True North Emergency Management, LLC, (hereinafter referred to as the Monitor).

Whereas, the Owner entered into an agreement on February 2nd, 2021 with the Monitor to provide disaster debris monitoring and related emergency management services; and

Whereas, the Owner and Monitor are desirous of extending the Agreement,

Now therefore, in consideration of the mutual covenants and promises contained herein, the Owner and the Monitor agree as follows:

SECTION 1 – TERM

The Agreement shall be extended until February 2nd, 2026. Additional extensions may be made by mutual agreement of the parties.

SECTION 2- PRICES, TERMS AND CONDITIONS

All other prices, terms and conditions of the Agreement, not specifically amended herein, are unchanged and shall remain in full force and effect.

SECTION 3-SEVERABILITY

Should any part, term, or provision of this amendment be by the courts decided to be illegal or in conflict with any law of the state, the validity of the remaining portions or provisions shall not be affected hereby.

SECTION 4- SUCCESSORS AND ASSIGNS

This Agreement is binding upon and will inure to the benefit of Owner and Monitor and their respective successors and assigns. The rights and obligations under this agreement may only be transferred by; 1) transfer to a wholly owned subsidiary of Monitor's parent company, 2) as a result of a merger or acquisition by another company, or 3) by mutual agreement of the parties.

SECTION 5- NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and given to:

OWNER:

City of Deer Park – Office of Emergency Management
Attn: Jamie Galloway

P.O. Box 700
2211 East X Street.
Deer Park, Texas 77536
(W) 281-478-7284
E-mail: jgalloway@deerparktx.org and ctighe@deerparktx.org

MONITOR:

Derrick P. Tucker, P.E.
Senior Vice President
2501 Avenue J, Suite 120
Arlington, TX 76006
(Cell) 601-506-3298
E-mail: derrick.tucker@neel-schaffer.com

In Witness Whereof, the parties have made and executed this Amendment on behalf of the
~~party~~ Monitor the day and year above written. Owner:

True North Emergency Management, LLC

City of Deer Park

By: 

By: _____

Printed Name: Derrick Tucker, P.E.
Title: Senior Vice President

Printed Name: _____
Title: _____

**AGREEMENT TO PROVIDE
DEBRIS MONITORING
AND RELATED SERVICES FOR
CITY OF DEER PARK, TEXAS**

This Agreement is made as of the 2nd day of February 2021, by and between City of Deer Park, Texas (hereinafter referred to as the Owner), and True North Emergency Management, LLC, (hereinafter referred to as the Monitor). In consideration of the mutual covenants and promises contained herein, the Owner and the Monitor agree as follows:

ARTICLE 1 – SERVICES

Monitor's responsibility under this Agreement is to provide emergency management and monitoring services, as described in the Scope of Services attached hereto as Exhibit "A" and in accordance with the Monitor's proposal, dated December 17, 2020, attached hereto as Exhibit "C." Monitor will provide data and access to information to allow the Owner to closely oversee debris removal contractor's performance under this agreement. This is a non-exclusive agreement. No amount of work is guaranteed under this agreement. The Request for Proposals, Sealed RFP – Debris Monitoring Services, issued on December 2, 2020, by the Owner and the above referenced Proposal, are incorporated by reference as part of this Agreement.

As requested by the Owner, additional services may include emergency management preparation/planning services and disaster response services such as damage assessments and assistance with reimbursement/financial recovery. Task orders for additional emergency management services must be approved by the Owner prior to performing services.

ARTICLE 2 – PAYMENT

Monitor Fee Schedule is included in Exhibit "B," attached. Monitor acknowledges that the Owner will apply for financial assistance from the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and/or the state emergency management agency. Therefore, Monitor represents that it will perform all Services hereunder in a manner, time and place so as to assist with such reimbursement to the Owner. Monitor shall submit monthly statements for services rendered that include GPS coordinates of the geographical areas being addressed by the Contractor on all monthly statements/invoices. Monitor's statements shall be due and payable pursuant to Section 2251, Texas Government Code.

ARTICLE 3 – TERM

The term of this Agreement is for three (3) years, expiring January 31, 2024. After the initial term, the contract may be extended by mutual agreement of the parties.

ARTICLE 4 – LIABILITY INSURANCE

The Monitor agrees to and shall procure and maintain during the duration of this Agreement, Monitor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Monitor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Agreement, whether such operations are by the Monitor or subcontractor to the Monitor, and said insurance shall name, waive and hold harmless the Owner.

ARTICLE 5 – INSURANCE LIMITS OF LIABILITY

Insurance shall be written with limits of liability of not less than the following:

1. \$1,000,000 primary limit, for all damages arising out of bodily injury, including death, with umbrella coverage of \$2,000,000.
2. \$1,000,000 primary limit for all property damage, with umbrella coverage of \$2,000,000.

ARTICLE 6 – WORKERS' COMPENSATION INSURANCE

Monitor shall provide and maintain Workers Compensation Insurance at its expense during the term of this Agreement, in accordance with state workers compensation laws.

ARTICLE 7 – ERRORS AND OMISSIONS

Monitor shall provide and maintain an errors and omissions policy sufficient to cover the scope of this project. Monitor agrees to provide, if requested, a declaration sheet showing the effective dates and coverage for this policy.

ARTICLE 8 – PERFORMANCE SCHEDULES

Monitor shall provide progress reports to the Owner on a weekly basis or more frequently as requested by the Owner. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, and include GPS coordinates and other description (as required by FEMA) of the geographical areas being addressed by the Contractor.

ARTICLE 9 – TERMINATION

The Owner may terminate this Agreement for convenience or for cause upon written notice to the Monitor. The Monitor may terminate this Agreement upon thirty (30) days written notice to the Owner. During such termination period, the Monitor shall continue to diligently perform all of its duties hereunder. After a receipt of a termination notice and except as otherwise directed by the Owner, the Monitor shall: stop work on the date and to the extent specified; terminate and settle all orders and subcontracts relating to the performance of the terminated work; transfer all work in process, completed work, and other materials related to the terminated work as directed by the Owner; and continue and complete all parts of that work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Monitor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. All of the services required herein under shall be performed by the Monitor or under its supervision. All personnel engaged in performing the services, whether direct or contract employees, shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

ARTICLE 11 – SUBCONTRACTING

Monitor shall be responsible for the compliance of all subcontracting parties with the terms of this Agreement and with any applicable local, state or federal laws or regulations. Monitor shall be solely responsible for timely paying its subcontractors.

ARTICLE 12 – CREDIT

Monitor shall not pledge the Owner's credit or make the Owner a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Monitor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 13 – PERFORMANCE

Monitor shall perform its obligations hereunder in compliance with all applicable local, state and federal laws and regulations including the State and Federal Requirements attached hereto and incorporated herein as Exhibit "D."

ARTICLE 14 – FEDERAL AND STATE TAX

The Monitor shall pay all local, state, and federal taxes which may become due based upon its performance of this Agreement. The Monitor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Agreement.

ARTICLE 15 – RISK ALLOCATION

The Owner recognizes that Monitor's fee includes allowance for funding a variety of risks which affect the Monitor by virtue of his agreeing to perform services on the Owner's behalf. One of these risks stems from the Monitor's potential for human error. In order for the Owner to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Owner agrees to limit the Monitor's liability to the Owner and all contractors arising from the Monitor's professional acts, errors or omissions, such that the total aggregate liability of the Monitor to all those named shall not exceed \$50,000 or the Monitor's total fee for services rendered on this project, whichever is greater.

ARTICLE 16 – REMEDIES AND DISPUTE RESOLUTION

Should any disputes arise with respect to the Agreement; the Parties agree to act immediately to resolve such disputes and shall include parties from the Owner and the Monitor that can bind and

implement the decisions of any resolution. Time is of the essence in the resolution of disputes. The Monitor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Agreement that are not affected by the dispute and the Owner shall continue to make payment for all work properly performed.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 17 – CONFLICT OF INTEREST

The Monitor represents that it has no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder.

ARTICLE 18 – ACCESS AND AUDITS

The Monitor shall maintain adequate records to justify all hours incurred and charged in performing the services for at least five (5) years after completion of the Agreement.

ARTICLE 19 – NONDISCRIMINATION

The Monitor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 20 – ENTIRETY OF CONTRACTUAL AGREEMENT

The Owner and the Monitor agree that this Agreement including its exhibits and amendments sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 21 – AUTHORITY TO PRACTICE

The Monitor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required for conducting its businesses, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Owner upon request.

ARTICLE 22 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than

those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable as permitted by law.

ARTICLE 23 – MODIFICATION OF WORK OR FEES

The Owner reserves the right to make changes in the services, including alterations, reductions therein or additions thereto. Upon receipt by the Monitor, of the Owner notification of a contemplated change, the Monitor shall: (1) if requested by Owner, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the Owner of any estimated change in the completion date; and (3) advise the Owner in writing if the contemplated change shall affect the Monitor’s ability to meet the completion dates or schedules of this Agreement.

ARTICLE 24 – SUCCESSORS AND ASSIGNS

This Agreement is binding upon and will inure to the benefit of Owner and Monitor and their respective successors and assigns. The rights and obligations under this Agreement may only be transferred by; 1) transfer to a wholly owned subsidiary of Monitor’s parent company, 2) as a result of a merger or acquisition by another company, or 3) by mutual agreement of the parties.

ARTICLE 25 – LAWS AND REGULATIONS

This Agreement shall be interpreted under the laws of the State of Texas, with exclusive venue for any matter arising from this Agreement. All applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorized entities having jurisdiction over any part of this project shall apply to the Agreement throughout, and they will be deemed to have been included in the Agreement as though herein written.

In Witness Whereof, the parties have made and executed this Agreement on behalf of the parties on the day and year above written.

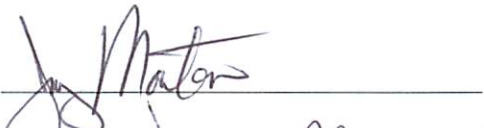
Monitor:

Owner:

True North Emergency Management, LLC

City of Deer Park, Texas

By: 

By: 

Printed Name: DERRICK TUCKER

Printed Name: Jerry Mouton Jr.

Exhibit A
Scope of Services
True North Emergency Management
Debris Monitoring Services

Staff Mobilization

When a potential future disaster threatens the Owner, the debris monitoring firm (Monitor) will mobilize 2 to 3 days in advance with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Monitor will mobilize right away when requested to respond to unpredicted disasters. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff such as lodging arrangements for key staff, is the responsibility of the Monitor.

Field Documentation of Work

Monitor shall carefully document right-of-way (ROW) debris removal activities and removal of eligible hazardous trees and hazardous hanging limbs. Monitor will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

Collection Monitoring of Rights-of-Way and Public Property Debris Removal

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and follows FEMA PA guidelines. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate an electronic load ticket or multi part paper load ticket in the field for each load. Load tickets will contain information related to the location of the debris, time, date, truck identification, truck driver, etc. Each load ticket will then be delivered by the truck driver, to the disposal site or Debris Management Site (DMS) for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning, structure demolition and other debris removal categories. Monitor will provide similar services for private property debris removal (PPDR) and right-of-entry (ROE) work if approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

Monitor Training

Monitor will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

Spot Checks and Auditing of Monitors

Monitor will provide management and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are communicating effectively with the debris removal contractor.

Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

Truck Certification

Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Certification data will be available at each DMS/disposal site for verification. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, and for detecting modifications, such as changes to sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification will be performed for vehicles that have potentially been altered after initial certification.

Quality Control/Quality Assurance

A QA/ QC program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

DMS/Disposal Sites

Monitor will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from DMS sites through final disposal, where applicable.

Data Management

Monitor will establish an advanced project data management system and upload load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Contractor, as directed by the Owner. This will include GPS coordinates / addresses for tree and stump removal. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

Public Information Support - Monitor may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices, and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

Funding Support

The Monitor shall assist the Owner in securing reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Owner with appeals based on their knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

Recovery Services

The Owner is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative/C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal and beach sand cleaning

Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

Safety Meetings and Monitoring Updates

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

Coordination Meetings with Contractor(s)

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

Contractor Damages

The Monitor may be asked to develop a database application to track and help the Owner manage contractor damages.

Status Reports

Monitor will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

Public Assistance (PA) Consulting & Planning

The Monitor will provide PA Consulting Services if requested by the Owner, such as:

- (a) Identification of eligible emergency and permanent work (Category A-G);
- (b) Damage Assessment;
- (c) Assistance in attaining Immediate Needs Funding;
- (d) Loss measurement and categorization;
- (e) Insurance evaluation, documentation adjusting and settlement services;
- (f) Project Worksheet generation and review;
- (g) FEMA, FHWA and Natural Resources Conservation Services (NRCS) reimbursement support;
- (h) Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- (i) Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- (j) Appeal services and negotiations;
- (k) Reconstruction and long-term infrastructure planning; and
- (l) Final review of all emergency and permanent work performed.

The Monitor will provide Emergency Management Planning Services if requested by the Owner, such as:

- (a) Disaster Debris Management Plan (DDMP);
- (b) Continuity of Operations Planning (COOP);
- (c) Pandemic Illness Planning and Response;
- (d) Comprehensive Emergency Management Plan; and
- (e) Hazard Mitigation Plan.

Exhibit B
True North Emergency Management
Monitoring Fee Schedule

The below hourly labor rates include all applicable overhead and profit. Overtime hours will be billed at the same rate as regular time hours. All normal expenses are absorbed in the below hourly rates, including lodging, meals, transportation, and per diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up.

POSITION	HOURLY RATE
Project Manager	\$77.00
Operations Manager	\$77.00
Data Manager	\$59.00
GIS Analyst	\$49.00
Field Supervisor	\$59.00
Debris Site/Tower Monitors	\$34.00
Collection Monitor	\$34.00
Data Entry Clerk/Clerical	\$34.00
Billing/Invoice Analysts	\$34.00

Exhibit C
True North Emergency Management
Debris Monitoring Services

**Insert Proposal for "RFP - Debris Monitoring Services" for the City
of Deer Park, Tx Submitted 12/17/2020.**

Exhibit D

State and Federal Requirements

NOTICE: THIS IS A FEDERALLY FUNDED PROJECT

AWARDING AGENCY: Federal Emergency Management Agency (FEMA), Department of Homeland Security.

References to “contractor” in this exhibit refer to the party providing services to a governmental entity through this agreement or contract.

Funding, in whole or in part, for this Project is through a Public Assistance grant from FEMA therefore all provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements (“Uniform Rules”) apply to this Project. Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements. Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR §§ 200.317 through 200.326 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal Law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.317 through 200.326.

Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, “Equal Employment Opportunity” and of the rules, regulations, and relevant orders of the Secretary of Labor.

- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms

The Contractor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. The Contractor shall, if subcontracts are to be let, take the affirmative steps listed in paragraphs (1) through (5) of this section.

Disadvantaged Business Enterprises (DBE) Contractors.

Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The

contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

Contract Work Hours and Safety Standards Act.

1. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
2. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
3. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
4. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

Access to Records

Contractor acknowledges the following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under the contract.

Compliance with Clean Air Act and the Federal Water Pollution Control Acts

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term “principal” for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements (See attached certification regarding lobbying.

Contractor shall file the required certification: See Exhibit E.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

DHS Seal, Logo, and Flags

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

Contractor acknowledges that FEMA financial assistance will be used to fund the Contract and Contractor agrees it will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Contractor acknowledges and agrees that the Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or

essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this clause.

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original

equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.*

The contractor shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

END OF DOCUMENT



Legislation Details (With Text)

File #: ORD 24-025 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 2/12/2024 **In control:** City Council

On agenda: 2/20/2024 **Final action:**

Title: Consideration of and action on an ordinance approving the updated 2023-2024 Salary & Classification Scales.

Sponsors:

Indexes:

Code sections:

Attachments: [Ordinance 2023-24 Pay Scales.pdf](#)
[FY 23-24 PAYSCALES- Revised Approved February 24 council version](#)

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Consideration of and action on an ordinance approving the updated 2023-2024 Salary & Classification Scales.

Summary:

Consideration of and action on the Classification and Pay Scales for 2023/24. Single update of the Leadership scale due to reclassification of existing title - current title is City Engineer and the reclassified title will be Director of Planning and Development/City Engineer. The employee is being moved from grade 21 to grade 23 as part of the reclassification of the Public Works department. There also are changes to two (2) Pool Manager temporary roles.

Fiscal/Budgetary Impact:

Impact for 23/24 fiscal year is approximately \$18,000.00

Approve the updated 2023/24 Classification and Pay Scales with the change in grade for Director of Planning & Development/City Engineer and Pool Managers.

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 February 20, 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:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 24-026 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 2/12/2024 **In control:** City Council

On agenda: 2/20/2024 **Final action:**

Title: Consideration of and action on an ordinance confirming the appointment of Dilcia Jimenez as Director of Planning & Development/City Engineer.

Sponsors: James Stokes

Indexes:

Code sections:

Attachments: [Ord - Jimenez Engineering](#)

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Consideration of and action on an ordinance confirming the appointment of Dilcia Jimenez as Director of Planning & Development/City Engineer.

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 Bill Pedersen's retirement as Public Works Director, the Public Works department is undergoing a reorganization. Ms. Jimenez is our current City Engineer and will be taking over as Director of Planning & Development/City Engineer which will cover Planning & Development, Capital Improvements, Permits as well as Engineering. The Salary Structure ordinance was updated to include her new reclassified title and pay level. That item is on the agenda prior to this item.

The City Manager has offered this position to Ms. Jimenez, and she has accepted it. This appointment is now being submitted for Council confirmation.

Fiscal/Budgetary Impact:

N/A.

Confirm the appointment of Dilcia Jimenez as Director of Planning & Development/City Engineer.

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE APPOINTMENT OF DILCIA JIMENEZ AS DIRECTOR OF PLANNING & DEVELOPMENT/CITY ENGINEER 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 **Dilcia Jimenez** having been appointed by the City Manager, be, and she is hereby approved as the Director of Planning & Development/City Engineer 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 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 24-023 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 1/31/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**
Title: Consideration of and action on an ordinance to amend Schedule B of the Code of Ordinance related to various Parks and Recreation Department fees.

Sponsors:

Indexes:

Code sections:

Attachments: [ORD PARD schedule B - Feb 20 2024](#)
[Redlined - Schedule B - Revised 1-30-2024](#)

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Consideration of and action on an ordinance to amend Schedule B of the Code of Ordinance related to various Parks and Recreation Department fees.

Summary:

City staff is proposing to amend Appendix B - Schedule of Fees, Rates and Charges of the Code of Ordinances to update fees currently in the Schedule B fee schedule to include:

Section 74-4 - Adult Sports Complex section is hereby amended to include the fees as listed below:

Adult Sports Complex	Fee	Changes
Field Rental - Game/Tournament	\$200 / field / day	* no field prep
Field Rental - Game/Tournament	\$500 / field / day	* with field prep
Field Rental - Game/Tournament	\$200 / field / day	* Youth Sports Agreement
Field Rental - Prac (No field prep)	\$25 / hour / field	
Field Rental - Half Day (Fri-Sun)	\$45 / hour / field	
Light fee	\$10 / hour / field	
Deposit	\$500 / day	
Vendor Fee	Contract	

Section 74-6 - Jimmy Burke Activity Center section is hereby amended to include the fees as listed below:

Jimmy Burke Activity Center	Fee	Changes
Resident: Whole	\$110 / hr / 2 hr min	
Non-Resident: Whole	\$185 / hr / 6 hr min	
Resident: Front	\$95 / hr / 2 hr min	
Non-Resident: Front	\$125 / hr / 6 hr min	
Resident: Back	\$85 / hr / 2 hr min	
Non-Resident: Back	\$115 / hr / 6 hr min	
Whole Bldg Refundable Deposit	\$1500 w/alcohol	
Half Bldg Refundable Deposit	\$1000 w/alcohol	
Half Bldg Refundable Deposit	\$250 w/o alcohol	
Stage Fee	\$250 (3 sizes)	

Fiscal/Budgetary Impact:

Fees to be updated per the ordinance attached.

Adopt the proposed ordinance to amend schedule B of the Code of Ordinance related to various Parks and Recreation Department Fees.

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX B-SECTIONS 74-4 AND 74-6 PARKS AND RECREATION FEES OF THE CODE OF ORDINANCES OF THE CITY OF DEER PARK.

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

I.

That Sections 74-4 and 74-6 of Appendix B-Fee Schedule for Parks and Recreation fees be amended.

Section 74-4 - Adult Sports Complex section is hereby amended to include the fees as listed below:

Adult Sports Complex	Fee	Changes
Field Rental – Game/Tournament	\$200 / field / day	* no field prep
Field Rental – Game/Tournament	\$500 / field / day	* with field prep
Field Rental – Game/Tournament	\$200 / field / day	* Youth Sports Agreement
Field Rental – Prac (No field prep)	\$25 / hour / field	
Field Rental – Half Day (Fri-Sun)	\$45 / hour / field	
Light fee	\$10 / hour / field	
Deposit	\$500 / day	
Vendor Fee	Contract	

Section 74-6 – Jimmy Burke Activity Center section is hereby amended to include the fees as listed below:

Jimmy Burke Activity Center	Fee	Changes
Resident: Whole	\$110 / hr / 2 hr min	
Non-Resident: Whole	\$185 / hr / 6 hr min	
Resident: Front	\$95 / hr / 2 hr min	
Non-Resident: Front	\$125 / hr / 6 hr min	
Resident: Back	\$85 / hr / 2 hr min	
Non-Resident: Back	\$115 / hr / 6 hr min	
Whole Bldg Refundable Deposit	\$1500 w/alcohol	
Half Bldg Refundable Deposit	\$1000 w/alcohol	
Half Bldg Refundable Deposit	\$250 w/o alcohol	Added
Stage Fee	\$250 (3 sizes)	

II.

All other Parks and Recreation Fees shall remain unchanged. Amended fees will take effect March 1, 2024.

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 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

Exhibit A
Recreation 74-69(b)

After School Program	Fee	Changes
Registration	\$150/Child/Yr	
Resident Tuition	\$180/month	
Non-Resident Tuition	\$225/month	
Payment Late Fee	\$35/Child	
Pick Up Late Fee	\$15 per instance	
Extended Stay Fee	\$30/per/month	

Exhibit B
Theatre Fees 74-1

Admission	Fee	Changes
Dinner Tickets	\$45	
Show Only	\$22	

Membership	Fee	Changes
Theatre Patron	\$140 / person	
Couple Patron	\$275	
Corporate (4 Patrons)	\$600	
Deluxe Corporate (6 Patrons)	\$1,000	

Exhibit B
Maxwell Center 74-2

Congregate Meal	Fee	Changes
Non-Resident	\$5	
Resident	Donation	

Exhibit B
Recreation 74-3

Memberships	Fee	Changes
Adult (18+) Resident	\$15	
Adult (18+) Non-Resident	\$30	
Youth (under 17) Resident	\$10	
Youth (under 17) Non-Res	\$20	
Replacement Key Fob	\$5	
Senior (55+) – Resident	Free	
Senior (55+) – Non-Res	\$10	

Exhibit B
Athletics Aquatics 74-4

Pool Entry Fees	Fee	Changes
Residents	\$3/person	
Non-Residents (All)	\$5/person	
Seniors (55+) – Res Only	Free	
Children under 1	Free	

Pool Season Pass	Fee	Changes
Resident (Individual)	\$50	
Resident (Family)	\$100	
Non-Res (Individual)	\$90	
Non-Res (Family)	\$150	

Pool Rental - Large & Child's Pool	Fee	Changes
Resident	\$225 (2 hr min / 4 hr max)	
Non-Resident	\$350 (2 hr min / 4 hr max)	
Refundable Deposit	\$100	

Pool Rental - Large Pool	Fee	Changes
Resident	\$175 (2 hr min / 4 hr max)	
Non-Resident	\$300 (2 hr min / 4 hr max)	
Refundable Deposit	\$100	

Pool Rental - Child's Pool	Fee	Changes
Resident	\$75 (2 hr min / 4 hr max)	
Non-Resident	\$100 (2 hr min / 4 hr max)	
Refundable Deposit	\$100	

Pool Patio Rentals	Fee	Changes
Main Pool – Resident	\$85/ 2 hours	
Main Pool – Non-Resident	\$135/ 2 hours	
Children’s Pool - Resident	\$50/ 2 hours	
Children’s Pool - Non-Resident	\$85/ 2 hours	

Adult Sports Complex	Fee	Changes
Field Rental - Game/Tournament	\$200 / field / day	*no field prep
Field Rental - Game/Tournament	\$500 / field / day	*with field prep
Field Rental - Game/Tournament	\$200 / field / day	*Youth Sports Agreement
Field Rental - Prac (No field prep)	\$25 / hour / field	
Field Rental - Half Day (Fri-Sun)	\$45 / hour / field	
Light Fee	\$10 / hour / field	
Deposit	\$500 / day	
Vendor Fee	Contract	

Exhibit B
Athletics Aquatics 74-4

Fun Run	Fee	Changes
Fun Run Package	\$250	
Fun Run Staff	\$500	
Deposit	\$500	

Basketball	Fee	Changes
Youth Basketball - Resident	\$90	
Youth Basketball - Non Resident	\$100	
Competitive Team	\$800 / team	

Exhibit B
Contractor Information 74-5

Independent Contractors	Fee	Changes
Contract Instructors - Classes	70/30 Contracts	
Adventure Boot Camp - Park	\$50 / month	

Exhibit B
Facility Rentals 74-6

Dow Park Pavilion 1 - Splash Park	Fee	Changes
Resident	\$10 / hr / 2 hr min	
Non-Resident	\$25 / hr / 2 hr min	
Resident Day	\$100 / day (8am-6pm)	
Non-Resident Day	\$250 / day (8am-6pm)	
Refundable Deposit Resident	\$100	

Dow Park Pavilion 1 - Small Pav	Fee	Changes
Resident	\$10 / hr / 2 hr min	
Non-Resident	\$25 / hr / 2 hr min	
Resident Day	\$100 / day (8am-6pm)	
Non-Resident Day	\$250 / day (8am-6pm)	
Refundable Deposit Resident	\$100	

Dow Park Pavilion 1 - Large Pav	Fee	Changes
Resident	\$25 / hr / 2 hr min	
Non-Resident	\$40 / hr / 2 hr min	
Resident Day	\$250 / day (8am-6pm)	
Non-Resident Day	\$400 / day (8am-6pm)	
Refundable Deposit Resident	\$100	

McHenry Pavilion	Fee	Changes
Resident	\$10 / hr / 2 hr min	
Non-Resident	\$25 / hr / 2 hr min	
Resident Day	\$100 / day (8am-6pm)	
Non-Resident Day	\$200 / day (8am-6pm)	
Refundable Deposit Resident	\$100	

Bayou Bend Pavilion	Fee	Changes
Resident	\$10 / hr / 2 hr min	
Non-Resident	\$25 / hr / 2 hr min	
Resident Day	\$100 / day (8am-6pm)	
Non-Resident Day	\$200 / day (8am-6pm)	
Refundable Deposit Resident	\$100	

Jimmy Burke Activity Center	Fee	Changes
Resident: Whole	\$110 / hr / 2 hr min	
Non-Resident: Whole	\$185 / hr / 6 hr min	
Resident: Front	\$95 / hr / 2 hr min	
Non-Resident: Front	\$125 / hr / 6 hr min	
Resident: Back	\$85 / hr / 2 hr min	
Non-Resident: Back	\$115 / hr / 6 hr min	
Whole Bldg Refundable Deposit	\$1500 w/alcohol	
Half Bldg Refundable Deposit	\$1000 w/alcohol	
Half Bldg Refundable Deposit	\$250 w/o alcohol	
Stage Fee	\$250 (3 sizes)	

Exhibit B
Facility Rentals 74-6

Avon Recreation Center	Fee	Changes
Resident: Front	\$40 / hr / 2 hr min	
Non Resident: Front	\$65 / hr / 2 hr min	
Resident: Back	\$40 / hr / 2 hr min	
Non Resident: Back	\$65 / hr / 2 hr min	
Refundable Deposit	\$100	

Claude Burgess Center	Fee	Changes
Resident	\$75 / hr	
Non Resident	\$85 / hr / 2 hr min	
Refundable Deposit	\$250	

Community Center	Fee	Changes
Resident: Room 6	\$75 / hr / 2 hr min	
Non Resident: Room 6	\$85 / hr / 2 hr min	
Refundable Deposit	\$250	
Resident: Room 12	\$75 / hr / 2 hr min	
Non Resident: Room 12	\$85 / hr / 2 hr min	
Refundable Deposit	\$250	
Resident: Room 10 (M-Th)	\$40 / hr / 2 hr min	
Non Resident: Room 10 (M-Th)	\$65 / hr / 2 hr min	
Refundable Deposit	\$100	
Resident: Room 11 (M-Th)	\$40 / hr / 2 hr min	
Non Resident: Room 11 (M-Th)	\$65 / hr / 2 hr min	
Refundable Deposit	\$100	

Maxwell Adult Center	Fee	Changes
Resident: Arts & Crafts Room	\$40 / hr / 2 hr min	
Non Resident: Arts & Crafts Room	\$65 / hr / 2 hr min	
Refundable Deposit	\$250	
Resident: Class Room	\$40 / hr / 2 hr min	
Non Resident: Class Room	\$65 / hr / 2 hr min	
Refundable Deposit	\$250	
Resident: Dining Room	\$25 / hr / 2 hr min	
Non Resident: Dining room	\$35 / hr / 2 hr min	
Refundable Deposit	\$250	
Resident: Multipurpose Room	\$75 / hr / 2 hr min	
Non Resident: Multipurpose Room	\$85 / hr / 2 hr min	
Refundable Deposit	\$250	

Exhibit B
Facility Rentals 74-6

Kingsdale Recreation Center	Fee	Changes
Resident	\$25 / hr / 2 hr min	
Non Resident	\$25 / hr / 2 hr min	
Refundable Deposit	\$100	



Legislation Details (With Text)

File #: ORD 24-024 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 2/6/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**

Title: Consideration of and action on an ordinance appointing a member to the Planning and Zoning/Board of Adjustment Commission.

Sponsors:

Indexes:

Code sections:

Attachments: [Planning & Zoning Appointed Member till May 2026](#)

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Consideration of and action on an ordinance appointing a member to the Planning and Zoning/Board of Adjustment Commission.

Summary:

Three board member’s terms expire in May 2024, one of the board members, Danielle Wendenberg, expressed her desire to resign from the board when her term ends. The other two wish to stay on and they will be reappointed closer to their ending terms.

The Board Selection Committee asked the current alternates if they wished to move up to full-member and one of them did, Mitchell Craft. The Board Selection Committee wishes to appoint Mitchell Craft to replace Danielle Wendenberg on the Planning & Zoning/Board of Adjustment boards. Mr. Craft’s term will be from June 1, 2024 to May 31, 2026. His alternate position will be advertised.

Fiscal/Budgetary Impact:

N/A.

Appoint Mitchell Craft to the Planning and Zoning Commission/Board of Adjustment Commission as a full-member.

ORDINANCE NO. _____

AN ORDINANCE APPOINTING ONE MEMBER OF THE PLANNING AND ZONING COMMISSION AND THE BOARD OF ADJUSTMENT OF THE CITY OF DEER PARK, TEXAS; AND SPECIFYING THE TERM.

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

1. That **Mitchell Craft**, be and is hereby appointed as a regular Member of the Planning and Zoning Commission and of the Board of Adjustment of the City of Deer Park, to serve for a term beginning June 1, 2024 and ending May 31, 2026.

2. Pursuant to Section 8.01 (D)(10) of the Charter of the City of Deer Park, Texas, the said person is also hereby appointed as a member of the Board of Adjustment of the City of Deer Park, Texas, for a like term.

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

4. 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:

City Secretary

APPROVED

City Attorney



Legislation Details (With Text)

File #: ORD 24-027 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 2/14/2024 **In control:** City Council

On agenda: 2/20/2024 **Final action:**

Title: Consideration of and action on an ordinance amending the Fiscal Year 2023-2024 Parks and Recreation Budget to purchase playground equipment at Brownwind and Monroe Park.

Sponsors: Public Works

Indexes:

Code sections:

Attachments: [Ord - Amend Budget FY24 Playground Equipment for Brownwind & Monroe Park](#)
[Est 23196 from The PlayWell Group Inc. 54468](#)
[Est 10988 from PlayWorks Inc. 59408](#)
[Est 23197 from The PlayWell Group Inc. 54468](#)
[Est 10989 from PlayWorks Inc. 59408](#)

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Consideration of and action on an ordinance amending the Fiscal Year 2023-2024 Parks and Recreation Budget to purchase playground equipment at Brownwind and Monroe Park.

Summary:

The Fiscal Year (FY) 2022-2023 Budget for the Parks and Recreation Department included funding to purchase new playground equipment for Brownwind and Monroe Park. During the FY 23-24 budget process, the funds to purchase the equipment were mistakenly not rolled forward, therefore a budget amendment is necessary. The new equipment will be purchased to replace older playground structures that have exceeded their life expectancy. Staff has received quotes from Playwell Group for the equipment through BuyBoard Contract #679-22.

Fiscal/Budgetary Impact:

Increase the Fiscal Year 2023-2024 Budget for Park Maintenance by \$74,500.00 (010-432-49030, Improvements Other Than Buildings) to be funded by the unassigned fund balance of the General Fund, which is available for this purpose.

Approve the ordinance amending the Fiscal Year 2023-2024 Park Maintenance Budget.

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 budget for the fiscal year ending September 30, 2024 for the Parks and Recreation Department did not include budgeted appropriations for the purchase of playground equipment at Brownwind and Monroe Park.

III.

That the City’s ongoing capital improvement program includes replacing outdated playground equipment. The replacement of equipment for Brownwind and Monroe Park was included in the budget for fiscal year ending September 30, 2023, however, was not purchased before the fiscal year ended. Funds for the equipment was not included in the budget for fiscal year ending September 30, 2024.

IV.

That due to the purchase taking place after the close of the fiscal year ending September 30, 2023, it is necessary to amend the General Fund budget for Parks and Recreation Department for the fiscal year ending September 30, 2024 to appropriate an additional \$74,500.00 to fully fund the purchase of playground equipment at Brownwind and Monroe Park.

V.

That funding for the amendment to the expenditures of the adopted budget of the Parks and Recreation Department for the fiscal year ending September 30, 2024 will include the amount of \$74,500.00 from the unassigned fund balance of the General Fund, which is 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:

City Attorney

PlayWorks, Inc.
Toll Free: (800)726-1816 Fax: (505) 296-8900
203A State Highway 46 East
Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS—ROCKS, UTILITIES, IRRIGATION, SEWER & DRAIN, SUPPLY ABANDONED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated loses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: _____ Purchase Order #: _____

Signature: _____ Date: _____



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION	
QUOTE # 23196	1/10/2024

BILL TO:
City of Deer Park Accounts Payable PO Box 700 Deer Park, TX 77536 Phone: (281) 478-7228

SHIP TO:
City of Deer Park Monroe Park WADE-Aaron Marshall 23024 Yupon Street Porter, TX 77365 Phone: (281) 435-8004

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	KRW	HARRIS		2/9/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2024	1	.00	0.00	0.00
	PLAYCRAFT				
PC-1906	THUNDER WEDGE	1	10421.00	9,691.53	9,691.53
SHIP	SHIPPING & HANDLING	1	1992.82	1,992.92	1,992.92

<p>QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO:</p> <p>THE PLAYWELL GROUP, INC. 203A STATE HIGHWAY 46 EAST BOERNE, TX 78006</p> <p>Date _____ Signature _____</p> <p>CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders</p>	<p>SUBTOTAL \$11,684.45</p>
	<p>SALES TAX (0.0%) \$0.00</p>
	<p>TOTAL \$11,684.45</p>

PlayWorks, Inc.
Toll Free: (800)726-1816 Fax: (505) 296-8900
203A State Highway 46 East
Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS—ROCKS, UTILITIES, IRRIGATION, SEWER & DRAIN, SUPPLY ABANDONED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated loses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: _____ Purchase Order #: _____

Signature: _____ Date: _____



PlayWorks, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #
10988

1/10/2024

BILL TO:

City of Deer Park
Accounts Payable
PO Box 700
Deer Park, TX 77536

Phone: (281) 478-2050

INSTALLATION SITE:

City of Deer Park-Monroe Park
Jacob Zuniga
1560 Monroe Street
Deer Park, TX 77536

Phone:

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	KRW	HARRIS	2/9/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2024		0.00	0.00
PC-1906	DELIVERED AND INSTALLED BY WADE CONTRACTORS INSTALL THUNDER WEDGE	1	2,971.67	2,971.67

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL \$2,971.67

**PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006**



Date _____ Signature _____

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

The PlayWell Group, Inc.
Toll Free: (800)726-1816 Fax: (505) 296-8900
203A State Highway 46 East
Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

SITE ACCESS FOR SURFACING MATERIALS/INSTALL

It is highly preferred that a level site is free of any obstacles that encroach upon the required fall zone for your design. The site access must have a maximum of 25' for accessibility by heavy machinery (trucks, trailers, and Bobcats).

Poured-in-place rubber, artificial turf, and tile installation require 6' high chain link fence during installation and a 24 hour cure time. This will be provided by the owner unless explicitly stated in writing on the quote. Any damage during installation or during the cure time may be repaired and if so at the expense of the owner. This includes, but not limited to people and/or wildlife walking on the pad prior to a full cure.

Irrigation sprinklers and/or water systems must be shut off 24 hours before install of surfacing and remain off for an additional 24 hours after.

NOT INCLUDED FOR THE SURFACING MATERIALS/INSTALLS

Site security, bonding, permits or licenses, site preparation, excavation, sub base, concrete, compaction of aggregate, curbing, drainage, fencing, dumpster, demolition, trash removal, tenting or artificial heating due to weather, and roll coat maintenance.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding 'acts of God' or natural disaster, wherein the project site is determined to be unworkable. The installation of your surfacing will be delayed.

ESCALATOR CLAUSE

Due to the current volatility of the surfacing raw material and shipping and labor, expired proposals may be subject to a price increase. Please contact your Sales Rep for current pricing, if applicable.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: _____ **Purchase Order #:** _____

Signature: _____ **Date:** _____



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION	
QUOTE # 23197	1/10/2024

BILL TO:
City of Deer Park Accounts Payable PO Box 700 Deer Park, TX 77536 Phone: (281) 478-7228

SHIP TO:
City of Deer Park Brownwind Trail Park WADE-Aaron Marshall 23024 Yupon Street Porter, TX 77365 Phone: (281) 478-2050

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	KRW	HARRIS		2/9/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2024	1	.00	0.00	0.00
	PLAYCRAFT				
PR-R5	CUSTOM PLAY SYSTEM	1	34971.00	32,523.03	32,523.03
SHIP	SHIPPING & HANDLING	1	4337.90	4,337.90	4,337.90

<p>QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO:</p> <p>THE PLAYWELL GROUP, INC. 203A STATE HIGHWAY 46 EAST BOERNE, TX 78006</p> <p>Date _____ Signature _____</p> <p>CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders</p>	<p>SUBTOTAL \$36,860.93</p>
	<p>SALES TAX (0.0%) \$0.00</p>
	<p>TOTAL \$36,860.93</p>

PlayWorks, Inc.
Toll Free: (800)726-1816 Fax: (505) 296-8900
203A State Highway 46 East
Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS—ROCKS, UTILITIES, IRRIGATION, SEWER & DRAIN, SUPPLY ABANDONED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated loses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: _____ Purchase Order #: _____

Signature: _____ Date: _____



PlayWorks, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #
10989

1/10/2024

BILL TO:

City of Deer Park
Accounts Payable
P O Box 700
Deer Park, TX 77536

Phone: (281) 478-2050

INSTALLATION SITE:

City of Deer Park-Brownwind Trail Park
Jacob Zuniga
3902 Brownwind Trail
Deer Park, TX 77536

Phone: (281) 478-2050

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	KRW		2/9/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2024	1	0.00	0.00
INSTALL-WADE	DELIVERY AND INSTALL BY WADE CONTRACTORS INSTALL R5 CUSTOM PLAY SYSTEM	1	9,972.38	9,972.38

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL \$9,972.38

**PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006**



Date _____ Signature _____

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders



Legislation Details (With Text)

File #: PUR 24-002 **Version:** 1 **Name:**

Type: Purchase **Status:** Agenda Ready

File created: 12/15/2023 **In control:** City Council

On agenda: 2/20/2024 **Final action:**

Title: Consideration of and action on the purchase of parking lot lighting for the Deer Park Girls Softball Parking Lot expansion from Musco Sports Lighting via the Buyboard Contract 677-22 (Type B Funded Project).

Sponsors:

Indexes:

Code sections:

Attachments: [Buyboard Quote Deer Park P-lot](#)

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Consideration of and action on the purchase of parking lot lighting for the Deer Park Girls Softball Parking Lot expansion from Musco Sports Lighting via the Buyboard Contract 677-22 (Type B Funded Project).

Summary:

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

In 2021, the Deer Park Community Development Corporation (DPCDC) Board of Directors conducted a public hearing to undertake the additional parking and lighting projects at several athletic complexes. During the public hearing, a PowerPoint presentation of the three proposed projects related to athletic complexes. The following is a list of projects discussed:

- Additional Parking and/or Lighting at Spencerview (Durant Fields) - (Lighting has been completed)
- Girls Softball Complex - (Parking lot and lighting to be completed in 2024)
- Deer Park Soccer Complex at East Blvd. (Additional Parking and lighting have been completed)

This item is for the lighting of the new parking lot at the Deer Park Girls Softball Complex. These improvements are included in the FY 2023-2024 DPCDC Budget. Musco Sports Lighting has provided a quote for the proposed parking lot lighting at a cost of \$93,847.000

Attached is a copy of the proposal received from Musco Sports lighting for purchase and installation of the parking lot lighting.

Fiscal/Budgetary Impact:

\$300,000.00	850-432-49030	Funds to be utilize as part of the 2021 Type B election
<u>\$ 93,847.00</u>		<u>Proposal provided by Musco Sport Lighting</u>
\$206,153.00		Remaining for the project

Approve the purchase of parking lot lighting for the Deer Park Girls Softball Parking Lot expansion from Musco Sports Lighting via the Buyboard Contract 677-22 (Type B Funded Project).

Quote

Date: 2/8/24
Expiration date: 3/8/24
To: City of Deer Park

Project: Deer Park Girls Softball Northwest Parking Lot Addition
Deer Park, TX
Musco Project Number: 215439

BuyBoard

Master Project: 218434, Contract Number: 677-22, Expiration: 09/30/2024
Commodity: Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following:
BuyBoard Purchase – Contract Number: 677-22

Quotation Price – Materials Delivered to Job Site and Installation

Lighting

Parking Lot Addition -\$ 93,847.00

Sales tax and bonding are not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Supplemental Lighting

- Cree OSQ area luminaires
- 25 foot height square steel poles painted black with base plate

Operation and Warranty Services

- 10-year materials warranty, with onsite labor included
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

- Unloading of equipment and materials
- Complete installation of poles and fixtures
- Installation of electrical components and wiring to the existing control cabinet

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

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

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
BuyBoard Purchase – Contract Number: 677-22



Quote

Delivery Timing

8-12 for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2018 IBC, 140 mi/h, Exposure C, Importance Factor II.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

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

Pat Perry
Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 281-605-9506
E-mail: Pat.Perry@musco.com



Legislation Details (With Text)

File #: AUT 24-006 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 1/30/2024 **In control:** City Council
On agenda: 2/20/2024 **Final action:**

Title: Consideration of and action on approving an inter-departmental transfer of outdated radio equipment to Matagorda County.

Sponsors:

Indexes:

Code sections:

Attachments: [Granicus attachment-radios to Matagorda county](#)

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Consideration of and action on approving an inter-departmental transfer of outdated radio equipment to Matagorda County.

Summary:

Attached is an itemized list of serial numbers for the portable and mobile radios that have reached the end of their service life. We have replaced this equipment and no longer have a need to retain these items. Below is a list of the radio quantities and miscellaneous radio related accessories that have also been replaced.

A request was made to the HGAC Criminal Justice Advisory Committee personnel about who might be in need of this older equipment as we knew there would be minimal money coming from auction for it. We were directed to Chris Peikert: the IT Manager for Matagorda County. His office provides services for Matagorda County, Bay City, and Palacios Police Departments. He advised that they have a need and would be very appreciative if Deer Park officials were to approve a transfer of all the listed items to them so they could issue them to Matagorda area first responders. The recommendation is to donate this equipment to Matagorda County.

Fiscal/Budgetary Impact:

N/A.

Approve.

Interoffice Memo

To: Gregory L. Grigg *Greg Grigg, Approved La Grangus, 1-24-24*
Chief of Police

VIA: Frank Hart *Hart concur with the recommendation to allocate*
Assistant Chief of Police *the listed items to Matagorda County for use.*

From: John Yettevich *J Yettevich* *if approved, Lt Yettevich will complete*
Lieutenant *the granicus entry for Council approval.*

Date: January 24, 2024

Subject: Radio equipment

I have attached an itemized list of serial numbers for the portable and mobile radios that have reached the end of their service life. We have replaced this equipment and no longer have a need to retain these items. Below is a list of the radio quantities and miscellaneous radio related accessories that have also been replaced.

I have been in contact with Chris Peikert, he is the IT Manager for Matagorda County. Mr. Peikert's office provides services for Matagorda County, Bay City and Palacios Police Departments. He advised that they have a need and would be very appreciative if Deer Park officials were to approve a transfer of all the listed items to them so they could issue them to Matagorda area first responders. I recommend donating this equipment to Matagorda County.

- 51-Motorola APX-7000 portable radios (see attached serial numbers)
- 26-Motorola APX-7500 mobile radios (see attached serial numbers)
 - 1-Motorola APX-7500 mobile radio Serial number 656CPX1191, this radio is ruined and is for parts only.
- 4-Motorola HT-1000 portable radios (see attached serial numbers)
 - 2-Motorola portable radios, VHF XPR-3300 (broken crossing guard radios)
- 51-Motorola antennas for APX-7000 radios
- 56-Motorola portable radio batteries
- 35-Impres portable radio chargers, model number WPLN4114AR
 - 3-Motorola portable radio chargers' model # AA16740 for HT-1000 type radios
 - 2-Motorola VHF portable radio chargers' #PMPN4137A
- 51-Motorola shoulder mics for APX-7000 radios #PMN4062A
- 31-Motorola portable radio holsters for APX-7000 radios, #PMLN5327C

	Portables	Portables	Mobiles	HT-1000
	655CPZ0762	655CPZ0767	656CPX1186	402AXSA9782
	655CPZ0765	655CPZ0771	656CPX1212	402TZL04102
	655CPZ1455	655CPZ0774	656CPX1208	402TBE1488Z
	655CPZ0770	655CPZ0778	656CPX1200	402TZL0492Z
	655CPZ1460	655CPZ1422	656CPX1180	
	655CPZ0776	655CPZ1425	656CPX1214	
	655CPZ0777	655CPZ1429	656CPX1188	
	655CPZ1419	655CPZ1432	656CPX1198	
	655CPZ1421	655CPZ1435	656CPX1215	
	655CPZ1423	655CPZ1445	656CPX1210	
	655CPZ1427	655CPZ1448	656CPX1189	
	655CPZ1428	655CPZ1453	656CPX1193	
	655CPZ1430	655CPZ1456	656CPX1183	
	655CPZ1443	655CPZ1458	656CPX1207	
	655CPZ1433	655CPZ1462	656CPX1195	
	655CPZ1436	655CPZ1437	656CPX1197	
	655CPZ1461	655CPZ0768	656CPX1202	
	655CPZ1440	655CPZ0772	656CPX1216	
	655CPZ1441	655CPZ0775	656CPX1211	
	655CPZ1444	655CPZ1424	656CPX1185	
	655CPZ1464	655CPZ1434	656CPX1206	
	655CPZ1449		656CPX1187	
	655CPZ1452		656CPX1178	
	655CPZ1454		656CPX1182	
	655CPZ1457		656CPX1217	
	655CPZ1459		656CPX1190	
	655CPZ1463			
	655CPZ1466			
	655CPZ1468			
	655CPZ0763			



Legislation Details (With Text)

File #: PUR 24-008 **Version:** 1 **Name:**

Type: Purchase **Status:** Agenda Ready

File created: 2/14/2024 **In control:** City Council

On agenda: 2/20/2024 **Final action:**

Title: Consideration of and action on authorization to purchase playground equipment for Brownwind and Monroe from The Playwell Group, Inc through BuyBoard Contract: #679-22.

Sponsors:

Indexes:

Code sections:

Attachments: [Est 10988 from PlayWorks Inc. 59408 \(1\)](#)
[Est 10989 from PlayWorks Inc. 59408 \(1\)](#)
[Est 23196 from The PlayWell Group Inc. 54468 \(1\)](#)
[Est 23197 from The PlayWell Group Inc. 54468 \(1\)](#)

Date	Ver.	Action By	Action	Result
2/20/2024	1	City Council		

Consideration of and action on authorization to purchase playground equipment for Brownwind and Monroe from The Playwell Group, Inc through BuyBoard Contract: #679-22.

Summary:

The purpose of this request is to purchase playground equipment for Brownwind Park and Monroe Park. The new equipment will be purchased to replace older playground structures that have exceeded their life expectancy or at the end of their life expectancy.

In addition, funds remaining in the account will be utilized for a later purchase to add additional playground amenities for Big Bend Park.

Attached to this item is the quote for the structure at Brownwind Park, Monroe Park, and installation costs for each structure.

Fiscal/Budgetary Impact:

\$74,500	.00	10-432-49030	Park Operations Capital Outlay
<u>\$61,489.43</u>			<u>Total of playground structures and install</u>
\$13,010.57			Remaining to utilize towards playgrounds in Capital Outlay

Approve the purchase playground equipment for Brownwind and Monroe from The Playwell Group, Inc through BuyBoard Contract: #679-22.

PlayWorks, Inc.
Toll Free: (800)726-1816 Fax: (505) 296-8900
203A State Highway 46 East
Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS—ROCKS, UTILITIES, IRRIGATION, SEWER & DRAIN, SUPPLY ABANDONED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated loses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: _____ Purchase Order #: _____

Signature: _____ Date: _____



PlayWorks, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #
10988

1/10/2024

BILL TO:

City of Deer Park
Accounts Payable
PO Box 700
Deer Park, TX 77536

Phone: (281) 478-2050

INSTALLATION SITE:

City of Deer Park-Monroe Park
Jacob Zuniga
1560 Monroe Street
Deer Park, TX 77536

Phone:

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	KRW	HARRIS	2/9/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2024		0.00	0.00
PC-1906	DELIVERED AND INSTALLED BY WADE CONTRACTORS INSTALL THUNDER WEDGE	1	2,971.67	2,971.67

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL \$2,971.67

**PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006**



Date _____ Signature _____

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

PlayWorks, Inc.
Toll Free: (800)726-1816 Fax: (505) 296-8900
203A State Highway 46 East
Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS—ROCKS, UTILITIES, IRRIGATION, SEWER & DRAIN, SUPPLY ABANDONED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated loses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: _____ Purchase Order #: _____

Signature: _____ Date: _____



PlayWorks, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #
10989

1/10/2024

BILL TO:

City of Deer Park
Accounts Payable
P O Box 700
Deer Park, TX 77536

Phone: (281) 478-2050

INSTALLATION SITE:

City of Deer Park-Brownwind Trail Park
Jacob Zuniga
3902 Brownwind Trail
Deer Park, TX 77536

Phone: (281) 478-2050

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	KRW		2/9/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2024	1	0.00	0.00
INSTALL-WADE	DELIVERY AND INSTALL BY WADE CONTRACTORS INSTALL R5 CUSTOM PLAY SYSTEM	1	9,972.38	9,972.38

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL \$9,972.38

**PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006**



Date _____ Signature _____

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

PlayWorks, Inc.
Toll Free: (800)726-1816 Fax: (505) 296-8900
203A State Highway 46 East
Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS—ROCKS, UTILITIES, IRRIGATION, SEWER & DRAIN, SUPPLY ABANDONED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated loses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: _____ Purchase Order #: _____

Signature: _____ Date: _____



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
23196

1/10/2024

BILL TO:

City of Deer Park
Accounts Payable
PO Box 700
Deer Park, TX 77536

Phone: (281) 478-7228

SHIP TO:

City of Deer Park
Monroe Park
WADE-Aaron Marshall
23024 Yupon Street
Porter, TX 77365

Phone: (281) 435-8004

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	KRW	HARRIS		2/9/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2024	1	.00	0.00	0.00
	PLAYCRAFT				
PC-1906	THUNDER WEDGE	1	10421.00	9,691.53	9,691.53
SHIP	SHIPPING & HANDLING	1	1992.82	1,992.92	1,992.92

QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO:

**THE PLAYWELL GROUP, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006**

Date _____ Signature _____

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

SUBTOTAL \$11,684.45

SALES TAX (0.0%) \$0.00

TOTAL \$11,684.45

The PlayWell Group, Inc.
Toll Free: (800)726-1816 Fax: (505) 296-8900
203A State Highway 46 East
Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

SITE ACCESS FOR SURFACING MATERIALS/INSTALL

It is highly preferred that a level site is free of any obstacles that encroach upon the required fall zone for your design. The site access must have a maximum of 25' for accessibility by heavy machinery (trucks, trailers, and Bobcats).

Poured-in-place rubber, artificial turf, and tile installation require 6' high chain link fence during installation and a 24 hour cure time. This will be provided by the owner unless explicitly stated in writing on the quote. Any damage during installation or during the cure time may be repaired and if so at the expense of the owner. This includes, but not limited to people and/or wildlife walking on the pad prior to a full cure.

Irrigation sprinklers and/or water systems must be shut off 24 hours before install of surfacing and remain off for an additional 24 hours after.

NOT INCLUDED FOR THE SURFACING MATERIALS/INSTALLS

Site security, bonding, permits or licenses, site preparation, excavation, sub base, concrete, compaction of aggregate, curbing, drainage, fencing, dumpster, demolition, trash removal, tenting or artificial heating due to weather, and roll coat maintenance.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding 'acts of God' or natural disaster, wherein the project site is determined to be unworkable. The installation of your surfacing will be delayed.

ESCALATOR CLAUSE

Due to the current volatility of the surfacing raw material and shipping and labor, expired proposals may be subject to a price increase. Please contact your Sales Rep for current pricing, if applicable.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: _____ **Purchase Order #:** _____

Signature: _____ **Date:** _____



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION	
QUOTE # 23197	1/10/2024

BILL TO:
City of Deer Park Accounts Payable PO Box 700 Deer Park, TX 77536 Phone: (281) 478-7228

SHIP TO:
City of Deer Park Brownwind Trail Park WADE-Aaron Marshall 23024 Yupon Street Porter, TX 77365 Phone: (281) 478-2050

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	KRW	HARRIS		2/9/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2024	1	.00	0.00	0.00
	PLAYCRAFT				
PR-R5	CUSTOM PLAY SYSTEM	1	34971.00	32,523.03	32,523.03
SHIP	SHIPPING & HANDLING	1	4337.90	4,337.90	4,337.90

<p>QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO:</p> <p>THE PLAYWELL GROUP, INC. 203A STATE HIGHWAY 46 EAST BOERNE, TX 78006</p> <p>Date _____ Signature _____</p> <p>CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders</p>	<p>SUBTOTAL \$36,860.93</p>
	<p>SALES TAX (0.0%) \$0.00</p>
	<p>TOTAL \$36,860.93</p>