

**City of Deer Park  
City Council Agenda  
December 06, 2017  
7:00 p.m.**

*This preliminary agenda is subject to change in order to conduct business in a timely manner.*

- 1. Call to Order**  
Roll Call: Mayor Robert Whisman  
Councilmember's: Dee Cragun, Mary Babb, Tim Verzal,  
Don Stevens and Joe Polowski  
Clerk/Treasurer: Deby Cragun
- 2. Invocation**
- 3. Pledge of Allegiance & Welcome**
- 4. Approval of Agenda**
- 5. Approval of November 15, 2017 regular council meeting minutes**
- 6. Public Hearings**  
A. 2018 Preliminary Budget.
- 7. New Business**  
A. Change Order #1 Cement Concrete Driveway Approach, W. Crawford Project  
~ DW Excavating, Inc.  
B. Interagency Agreement between City of Deer Park and Washington State  
Department of Enterprise Services.
- 8. Resolutions**  
A. Resolution 2017-011 ~ Disposal of Certain Real Property
- 9. Ordinances ~ First Reading**  
A. Ordinance 2017-971 ~ Adopting the 2018 Annual City Budget
- 10. Consent Agenda**  
A. Approval of Voucher Claim Check Nos. 36264 through 36299 including EFT  
Debits in the amount of \$809,175.62 for the Last Half of November 2017.  
B. Approval of Payroll Check Nos. 12775 through 12802 including 941 Taxes in the  
amount of \$91,103.20 for the month of November 2017.  
C. Sale of Surplus Vehicle 2006 Chevrolet Silverado ~ Deer Park School District
- 11. Interested Citizens: Oral Communications, Requests, Comments from Audience**
- 12. Report of Officers**
- 13. Executive Session**
- 14. Adjournment**



**City of Deer Park  
City Council Minutes  
November 15, 2017**

Mayor Whisman called the meeting to order at 7:00 p.m.

**1. Call to Order**

Mayor Whisman called roll and the following were:

Present: Councilmember's: Dee Cragun, Mary Babb, Tim Verzal,  
Don Stevens and Joe Polowski

Staff: Roger Krieger

Airport Manager: Darold Schultz, Schultz's Aviation, L.L.C.

Economic Developer: Joe Tortorelli

City Attorney: Charles D. Zimmerman, Ogden, Murphy, Wallace, P.L.L.C

Clerk/Treasurer: Deby Cragun

Audience: 17

**2. Invocation**

Pastor David Stapp from the Baptist Church, Deer Park gave the invocation.

**3. Pledge of Allegiance & Welcome**

**4. Approval of Agenda**

Mayor Whisman requested to add an Executive Session to discuss Pending Litigation, Potential Litigation and Real Estate Sales Pricing.

**IT WAS MOVED BY CRAGUN, SECONDED BY VERZAL; MOTION CARRIED (5-0) TO APPROVE THE AGENDA AS AMENDED.**

**5. Approval of October 18, 2017 regular council meeting minutes and November 8, 2017 special council meeting minutes.**

**IT WAS MOVED BY CRAGUN, SECONDED BY VERZAL; MOTION CARRIED (5-0) TO APPROVE THE OCTOBER 18, 2017 REGULAR COUNCIL MEETING MINUTES AND NOVEMBER 8, 2017 SPECIAL COUNCIL MEETING MINUTES AS PRESENTED.**

**6. Public Hearings**

- A. Ad Valorem Taxes for 2018~ Ordinance 2017-970
- B. 2018 Revenue Sources

Mayor Whisman reviewed the Public Hearing procedures and opened the hearings at 7:03 p.m.

Mayor Whisman asked for comments from the public on the Ad Valorem Taxes and Revenue Sources.

There were no public Comments.

The Public Hearings were closed at 7:04 p.m.

**7. New Business**

- A. Change Order #1 N. Dalton Field Well #3 Well House and Piping Phase Emergency Power Plug, Manual Switch Installation ~ DW Excavating, Inc.

Roger Krieger reviewed Change Order #1 N. Dalton Field Well #3 Well House and Piping Phase Emergency Power Plug, Manual Switch Installation with DW Excavating, Inc.

Following discussion,

**IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI, TO:**

APPROVE CHANGE ORDER #1 N. DALTON FIELD WELL #3 WELL HOUSE AND PIPING PHASE EMERGENCY POWER PLUG, MANUAL SWITCH INSTALLATION ~ DW EXCAVATING, INC

**MOTION CARRIED 5-0.**

**8. Resolutions**

- A. Resolution 2017-010 ~ Adopting a New Disposal of Surplus City Assets Policy and Repealing Resolution No. 2012-002.

Mayor Whisman read the heading to Resolution 2017-010.

City Attorney, Charles Zimmerman reviewed Resolution 2017-010.

Following discussion,

**IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI, TO:**

APPROVE RESOLUTION 2017-010 ~ ADOPTING A NEW DISPOSAL OF SURPLUS CITY ASSETS POLICY AND REPEALING RESOLUTION NO. 2012-002.

**MOTION CARRIED 5-0.**

**9. Ordinances (Waive Three Reading Process)**

- A. Ordinance 2017-970 ~ 2018 Ad Valorem Taxes

Mayor Whisman read the heading to Ordinance 2017-970.

Mayor Whisman reviewed the Ordinance and requested to Waive the Three Reading Process.

**IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI, TO WAIVE THE THREE READING PROCESS.**

**MOTION CARRIED 5-0.**

**IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI, TO:**

APPROVE ORDINANCE 2017-970 ~ 2018 AD VALOREM TAXES

**MOTION CARRIED 5-0.**

## 10. Consent Agenda

*Items listed below were distributed to Council Members in advance for study and were enacted with one motion.*

### **IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI; MOTION CARRIED (5-0) TO APPROVE THE CONSENT AGENDA.**

- A. Approval of Voucher Claim Check Nos. 36190 through 36224 including EFT Debits in the amount of \$290,715.86 for the Last Half of October 2017.
- B. Approval of Voucher Claim Check Nos. 36225 through 36263 including EFT Debits in the amount of \$174,930.92 for the First Half of November 2017.
- C. Approval of Payroll Check Nos. 12734 through 12774 including 941 Taxes in the amount of \$112,500.76 for the month of October 2017.
- D. Extension and Amendment No. 2 of City of Deer Park Water Dept. Farming Agreement.
- E. Deer Park Municipal Airport Use Agreement ~ Spokane County
- F. Declaring Surplus Property from Equipment Inventory and Approving Disposal Method.

## 11. Interested Citizens: Oral Communications, Requests, Comments from Audience

Economic Developer, Joe Tortorelli stated he had received a call from Avista representative, Frank Binder. Mr. Binder wanted him to know that Avista was scheduling a Ground Breaking Ceremony for the new Avista Service Center located at 2301 E. 6<sup>th</sup> here in Deer Park on November 29, 2017 at 1:00 p.m.

Ryan Moore updated the Mayor and Council on the happenings at the Deer Park Chamber of Commerce. He also spoke to the Kiwanis Club and that Winterfest has been scheduled for January 20, 2018 at the Deer Park High School.

Travis Hanson spoke to the Chamber Meetings and the direction he is wanting to take.

## 12. Report of Departments

Roger Krieger reported on meetings he had attended this week. He also gave an update on the Lagoon Liner Project, as well as, the Wastewater Comprehensive Plan. Mr. Krieger stated with the retirement of Michael Reiter last month Jarred Roberg has been promoted to his position. With Mr. Roberg's promotion this leaves an open position in the office to be filled.

Darold Schultz reported that the work on the DNR Lot is moving along and that Grant #23 Apron Expansion and Taxi Lane Project has been put on hold until Spring 2018.

Richie Schut updated the Mayor and Council on the Fiber Task Force Meeting that was held this afternoon. Fiber discussion followed Mr. Schut's update.

City Attorney, Charles Zimmerman handed the City Clerk a check in the amount of \$3,371 stating this was the end of a \$20,000 collection effort that was done with the help and approval of the City Council and the HOA at the Golf Course along with the people that were not in compliance.

Deby Cragun handed out the October 2017 monthly reports along with a hand out from the Department of Revenue regarding the Ad Valorem Taxes. She also stated an ad had been published in the Tribune and on the City's website advertising for an Administrative Planning Clerk and that applications will be accepted until 5:00 p.m. 11/20/2017.

### **13. Report of Officers**

Mayor Whisman stated there is an Elected Officials Class coming up on December 2, 2017 at various locations across the state. Following discussion, the City Clerk will register Tim Verzal, Richie Schut and Roger Krieger for the class in Chewelah.

Councilmember Polowski spoke to the Settlers Association Insurance Coverage. He stated the Associations coverage has been provided by the Deer Park Ambulance but they would like to bow out going forward. Ryan Moore stated perhaps the Kiwanis Club might be able to help with insurance coverage. He stated the Settlers Association would need to contact Stacy Lewis with the Kiwanis Club.

### **14. Executive Session**

- A. Potential Litigation
- B. Pending Litigation
- C. Real Estate Sales Pricing

Mayor Whisman moved the council into executive session at 8:27 p.m. for 20 minutes to discuss pending and potential litigation and real estate property value. Mayor Whisman stated there will not be any action taken after the Executive Session. The Mayor asked for an additional 2 minutes. The council returned to regular session at 8:49 p.m.

### **15. Adjournment**

There being no further business before the Council, Mayor Whisman adjourned the meeting at 8:49 P.M.

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Mayor Robert Whisman

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Deby Cragun, City Clerk/Treasurer







Contract Number STPR-Y329(012)	Contract Title City of Deer Park - W. Crawford Preservation	Federal Aid Number
Change Order Number 1	Change Description Cement Concrete Driveway Approach	Date 10-04-2017
Prime Contractor / Design-Builder DW Excavating, Inc.		

Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

Change proposed by Contractor / Design-Builder

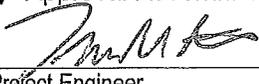
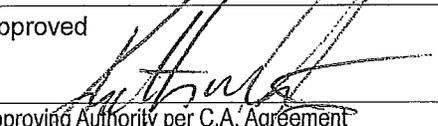
Change Description

All work, materials, and measurements to be in accordance with the provisions of the Standard Specifications and Special Provisions for the type of construction involved.

(continued on reverse side...)

Verbal Approval Given By Jana Augenstine	Verbal Approval Date 9-15-2017	Working Days +/- +1 Working Day
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Original Contract Amount \$470,777.77	Current Contract Amount \$470,777.77	Est. Net Change This C.O. \$1,706.57	Est. Contract Amount \$472,484.34
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<input checked="" type="checkbox"/> Approval Recommended  Approved Project Engineer 10/04/17 Date	Approved  Approving Authority per C.A. Agreement 11/7/17 Date
Approval Recommended  By Prime Contractor 10/27/17 Date	Other Approval As Required Signature _____ Date _____ Representing _____

Contract Number STPR-Y329(012)	Contract Title City of Deer Park - W. Crawford Preservation	Change Order Number 1
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Change Description Cont.

This Contract is revised as follows:

**Description of Work:**

Directly adjacent to and on the west side of the BNSF railway line running through the project limits, two modified type 1 cement concrete driveway approaches shall be constructed. Only the west end of the approaches will see the typical transition panel, drawing down from the height of sidewalk to the bottom of the approach; the eastern ends of both installations will simply be brought up and flush to the concrete panels bracketing the rail-line, akin to the existing curb drop. The existing gravel behind the concrete approach will be blended to meet the backside of the approach. The collective size of the approaches equal approximately 31.2 square yards, and the cement concrete used in this Work shall be class 4000.

**Materials:**

The cement concrete shall meet the requirements of Sections 9-01, 9-03, and 9-04.1 of the 2016 WSDOT Standard Specifications manual.

**Construction Requirements:**

Work related to the installation of the cement concrete driveway approaches shall meet the requirements of Sections 8-06.3 of the 2016 WSDOT Standard Specifications manual.

**Measurement:**

The proposed work described above shall be measured on a lump sum basis.

**Payment:**

Payment for this work shall be on a lump sum basis and shall be full payment for all labor and equipment costs to perform the Work as described.

The unit lump sum price for the work shall be \$1,706.57.

**Contract Time:**

One additional contract day shall be added to the contract working days for completion of this additional work.

Wednesday, October 4, 2017

From: Trevor M. Skelton, PE  
J-U-B ENGINEERS, Inc.

Federal Aid No. STPR-Y329(012)

To: Jana Augenstine

CHANGE ORDER TRANSMITTAL  
CHANGE ORDER NO. 1

Requested Action: Approval

Work Start Date: Week of 09/25/17  
Verbal Approval Date: 09/15/17  
Verbal Approval By: Jana Augenstine

**Description of the Change:**

Directly adjacent to and on the west side of the BNSF railway line running through the project limits, two modified type 1 cement concrete driveway approaches shall be constructed. Only the west end of the approaches will see the typical transition panel, drawing down from the height of sidewalk to the bottom of the approach; the eastern ends of both installations will simply be brought up and flush to the concrete panels bracketing the rail-line, akin to the existing curb drop. The existing gravel behind the concrete approach will be blended to meet the backside of the approach. The collective size of the approaches equal approximately 31.2 square yards, and the cement concrete used in this Work shall be class 4000.

**Evolution of the Change:**

This change is necessary because the approaches to the railroad from the west were in fact concrete driveway approaches, not sidewalk as had been called out in the plan-set. The existing access points – used by BNSF to maintain equipment at the crossing – have to be maintained and, as such, the existing driveway approaches must be replaced with an equivalent configuration. The modified type 1 cement concrete driveway approached shall be installed in place of the sidewalk that was planned for these sections.

**Entitlement:**

The existence of the two abovementioned cement concrete driveway approaches were discovered only after construction began. Since it will be an access point utilized by vehicles, the concrete used shall be class 4000, not commercial grade, as was to be used in the originally planned sidewalk; this provides an added cost.

This work will replace the planned sidewalk in these locations and, as a result, the quantity of sidewalk to be paid out will be lowered by approximately 31.2 square yards to account for this change. There will be no cost associated with excavation and removal of the existing approach, as this was covered under the sidewalk removal bid item.

This unforeseen modification will require additional time and funds, and, as such, they should be compensated fairly in turn.

### **Price**

The additional time and effort required to acquire a new mix design, provide for its delivery to the project, and fully install the driveway approaches is estimated to take approximately 1 day (8 hours) to complete. The install work itself will likely require three workers a total of six hours to complete, as well as a light-duty pickup. The Contractor has proposed a lump sum cost of \$1,706.57.

#### Evaluation of Contractor Cost:

Based on the estimate of time above, the Consultant has estimated the cost of the work below, including other cost factor of 1.29 for labor, and 1.21 for equipment and materials per change order procedures:

4000 PSI Concrete  $5.45 \text{ CY} \times 141.44/\text{CY} \times 1.21 = \$932.73$   
Cure and Seal  $0.2 \text{ 5gal} \times 130.56/5\text{gal} \times 1.21 = \$31.60$   
Mastic  $80\text{-LF} \times 0.71/\text{LF} \times 1.21 = \$68.73$   
Total Material = \$1,033.05

General Labor  $10.56 \text{ hours} \times 45.54/\text{hour rate} \times 1.29 = \$620.29$   
Total Labor = \$620.29

Utility Truck  $1.76 \text{ hours} \times 25.00/\text{hour rate} \times 1.21 = \$53.24$   
Total Equipment = \$53.24

Engineer estimated cost = \$2,421.97 versus the Contractor's proposal of \$1,706.57

Based on this evaluation of costs, it is my opinion that the Contractor's cost proposal for this work is fair and reasonable.

### **Contract Time**

One additional contract day will be added to the contract working days for completion of this additional work. This length is justified through item #7 under Section 1-08.8 of the Standard Specifications, as this change is based on in-field conditions unforeseen by the Contractor and could have done nothing to avoid it. The work shall be completed as quickly and efficiently as possible.

State of Washington <b>ENERGY PROGRAM</b> Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	<b>INTERAGENCY AGREEMENT</b>	
	IAA No.: K5032 Tririga No. 1000062	
<b>CITY OF DEER PARK</b> 316 East Crawford, PO Box F Deer Park, WA 99006	Effective Date:	November 29, 2017

## INTERAGENCY AGREEMENT

BETWEEN

CITY OF DEER PARK

AND

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

Pursuant to RCW Chap. 39.34, this Interagency Agreement (“Agreement”) is made and entered into by and between the State of Washington acting by and through the Energy Program of the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and City of Deer Park, a Washington State governmental agency (“Client Agency”) and is dated and effective as of November 29, 2017.

### R E C I T A L S

- A. Enterprise Services, through its Energy Program (“Energy Program”), helps owners of public facilities reduce energy and operational costs. The Energy Program is a national leader in developing and managing energy savings performance contracts that help reduce energy and operational costs pertaining to publicly-owned facilities.
- B. Upgrading to energy efficient infrastructure helps reduce long-term operations and maintenance costs. This allows owners to be better financial stewards while achieving their mission, so that Washington is a better place to live, learn, and work.
- C. Acting as the owner’s advocate, the Energy Program delivers professional expertise and contract management services. By leveraging capital investments, owners can achieve efficiencies, improve facilities, and yield carbon reductions in their publicly-owned facilities. The Energy Program also creates value to owners by managing risk through guaranteed total project costs, equipment performance, and energy savings.
- D. Client Agency, an owner of a public facility, desires to contract with Energy Program to access and obtain certain Energy Program Services.
- E. The purpose of this Agreement is to establish a vehicle for the Energy Program to provide future energy/utility conservation project management services to Client Agency and to authorize the development of the energy services proposal in a cost-effective, efficient manner as set forth herein.

## A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** This Agreement commences **November 29, 2017**, and ends **December 31, 2020**.
2. **STATEMENT OF WORK; COMPENSATION.** Energy Program shall provide the following services, for the following compensation, to Client Agency.
  - a. **SERVICES.** Upon request by Client Agency, and amendment to this Agreement to specify the individual Energy/Utility Conservation Project(s), Enterprise Services shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the Project Management Services set forth in Attachment A and the Measurement & Verification Services set forth in Attachment C. Unless otherwise specified, Energy Program shall be responsible for performing all fiscal and program responsibilities as set forth herein.
  - b. **COMPENSATION.** Compensation under this Agreement shall be by amendment to this Agreement for each authorized project. Each amendment shall include a payment schedule for the specific project.
    - i. **Project Management Services (Attachment A):** For Project Management Services provided by Energy Program, Client Agency shall pay Enterprise Services a project management fee for services based on the total project value per the project management fees schedule set forth in Attachment B.
    - ii. **Termination Fee:** If Client Agency, after authorizing an investment grade audit and energy services proposal, decides not to proceed with an energy/utility conservation project that meets Client Agency's cost effective criteria, then the Client Agency will be charged a termination fee as set forth in Attachment B. The termination fee shall be based on the estimated total project value outlined in the energy services proposal prepared by the ESCO.
    - iii. **Measurement & Verification Services (Attachment C):** If Measurement and Verification Services are requested by Client Agency and provided by Energy Program, Client Agency shall pay Energy Program \$2,000.00 annually for each year that such Measurement and Verification Services are provided by Energy Program.
  - c. **PAYMENT FOR ESCO SERVICES.** In the event that Client Agency authorizes Energy Program to contract with an ESCO, pursuant to an Enterprise Services Master Energy Services Agreement for ESCO Services, Client Agency shall make payment for such contracted services directly to the ESCO, after Energy Program has reviewed, verified, and sent such invoices to Client Agency for payment.

- d. **FURTHER ASSURANCES.** Client Agency shall provide the Energy Services Company (ESCO) with any additional necessary or desired contract language to comply with Client Agency's obligations pertaining to its use of federal, state, or other grants, funding restrictions, or unique contract/entity requirements. The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.
- e. **MANAGING COMPLIANCE WITH STATE AND FEDERAL LAW.** In all ESCO project agreements pertaining to this Agreement, the Energy Program will require ESCO compliance with applicable federal and state laws and state policies including, but not limited to, the following:
  1. RCW Title 39 and 43
  2. ADA Requirements
  3. Buy America
  4. Davis-Bacon
  5. Prevailing Wage
  6. DBE Participation
  7. Apprentice Participation

The Energy Program will collect and provide the weekly-certified payroll to Client Agency. Client Agency, however, shall remain responsible for any documentation required by Client Agency's funding source. All federal verification, investigation, survey, reporting and enforcement requirements when there is a possible violation shall remain the responsibility of the federal grant recipient (Client Agency) unless negotiated by the Energy Program and added by amendment to this Agreement. In the event that the Energy Program becomes aware of a possible violation, it will notify the Client Agency.

### **3. INVOICES; BILLING.**

- a. **BILLING PROCEDURE.** Energy Program shall submit a single invoice to the Client Agency upon substantial completion of each authorized project, unless a project specified a special billing condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy cost savings issued by the ESCO. Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number. Energy Program will invoice for any remaining services within sixty (60) days of the expiration or termination of this Agreement.
- b. **PAYMENT PROCEDURE.** Client Agency shall pay all invoices received from Energy Program within ninety (90) days of receipt of properly executed invoice vouchers.
- c. **BILLING DETAIL.** Each invoice submitted to Client Agency by Energy Program shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this Agreement and include the following:
  - The date(s) such services were provided
  - Brief description of the services provided
  - Total invoice amount

d. BILLING ADDRESS. Invoices shall be delivered to Client Agency electronically to:

Email: [rkrieger@ci.deerpark.wa.us](mailto:rkrieger@ci.deerpark.wa.us)

4. **AGREEMENT MANAGEMENT.** The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement, each of whom shall be the principal contact for business activities under this Agreement. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Chris McCarthy, P.E.  
Energy Project Manager  
Energy Program  
Washington Dept. of Enterprise Services  
PO Box 41476  
Olympia, WA 98504-1476  
Tel: (509) 315-6701  
Email: [chris.mccarthy@des.wa.gov](mailto:chris.mccarthy@des.wa.gov)

**Client Agency**

Attn: Roger Krieger  
Community Services Director  
City of Deer Park  
316 East Crawford, PO Box F  
Deer Park, WA 99006  
Tel: (509) 276-8801  
Email: [rkrieger@ci.deerpark.wa.us](mailto:rkrieger@ci.deerpark.wa.us)

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

The Client Agency representative shall be responsible for working with Energy Program, approving billings and expenses submitted by Energy Program, and accepting any reports from Energy Program.

The Energy Program representative shall be the contact person for all communications regarding the conduct of work under this Agreement.

5. **RECORDS RETENTION.**

- a. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this Agreement shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- b. **RECORDS RETENTION.** Each party shall each maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such

records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- c. **PUBLIC INFORMATION.** This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.
6. **RESPONSIBILITY OF THE PARTIES.** Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.
7. **DISPUTE RESOLUTION.** The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties hereto.
8. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

9. **GENERAL PROVISIONS.**

- a. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable law.
- b. **INTEGRATED AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- c. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- d. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- f. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- g. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Agreement, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- h. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Agreement in their entirety.
- i. **CAPTIONS & HEADINGS.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- j. **ELECTRONIC SIGNATURES.** A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

k. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**CITY OF DEER PARK**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

BY: \_\_\_\_\_

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

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

Name: Roger A. Wigfield, P.E.

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

Title: Energy Program Manager

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

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

1000062 – IAA agr ko

## **ATTACHMENT A – SCOPE OF WORK**

Energy/Utility Conservation Projects

### **PROJECT MANAGEMENT SERVICES**

Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this Agreement.

1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for an ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

## ATTACHMENT B – FEE SCHEDULE

2017-19 Interagency Reimbursement Costs  
for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001 .....6,000,000.....	\$66,000.....	25,700
4,000,001 .....5,000,000.....	65,000.....	25,400
3,000,001 .....4,000,000.....	64,000.....	25,000
2,000,001 .....3,000,000.....	60,000.....	23,400
1,500,001 .....2,000,000.....	56,000.....	21,800
1,000,001 .....1,500,000.....	49,500.....	19,300
900,001. ... 1,000,000.....	42,000.....	16,400
800,001 .....900,000.....	39,600.....	15,400
700,001 .....800,000.....	36,800.....	14,400
600,001 .....700,000.....	35,000.....	13,700
500,001 .....600,000.....	32,400.....	12,600
400,001 .....500,000.....	29,000.....	11,300
300,001 .....400,000.....	24,800.....	9,700
200,001 .....300,000.....	19,800.....	7,700
100,001 .....200,000.....	13,800.....	5,400
50,001 .....100,000.....	7,500.....	3,500
20,001 .....50,000.....	4,000.....	2,000
0.....20,000 .....	2,000.....	1,000

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum Energy Program termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by Enterprise Services' Energy Program.
2. Termination fees cover the selection and project management costs associated with managing an ESCO's investment grade audit and energy services proposal. No termination fee will be charged unless the client agency decided not to proceed to construction based on an energy services proposal that identifies projects that met the Client Agency's cost effectiveness criteria.
3. If the project meets the Client Agency's cost effectiveness criteria and the Client Agency decides not to move forward with a project, then the Client Agency will be invoiced per Attachment B Termination or \$25,700 whichever is less. If the Client Agency decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the Client Agency's established cost effectiveness criteria, then there is no cost to the Client Agency and no further obligation by the Client Agency.

## **ATTACHMENT C – SCOPE OF WORK**

Energy/Utility Conservation Projects

### **MEASUREMENT & VERIFICATION SERVICES**

Statewide Energy Performance Contracting Program

If requested Energy Program will provide the following measurement and verification services for each specific project for the Client Agency:

1. Review the ESCO's annual Measurement and Verification (M&V) report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and approve any ESCO invoice vouchers for payment by the Client Agency.
2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and the Client Agency that may impact achieved energy savings.
3. Attend a meeting or meetings with the Client Agency and the ESCO to review and discuss the annual M&V report.

**RESOLUTION NO. 2017-011**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON AUTHORIZING THE MAYOR TO DISPOSE OF CERTAIN REAL PROPERTIES SURPLUSED BY PASSAGE OF CITY COUNCIL RESOLUTION 1990-014 IN THE MANNER SET FORTH HEREIN; REPEALING CITY RESOLUTION NO. 2017-008; AND SETTING AN EFFECTIVE DATE.**

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WHEREAS, on July 3, 1990 the City Council passed City Resolution No. 1990-014 declaring certain parcels of real property in the City surplus and determining they should be sold; and

WHEREAS, at least three of those parcels of real property, Spokane County tax parcel numbers 28112 0112, 28112 0115, and 28112 0116 (hereinafter "Properties") have not yet been sold; and

WHEREAS, on July 19, 2017 the City Council provided authorization to the Mayor to sell the Properties at the Fair Market Values identified by Jim Palmer, Sr., associate broker/owner with Real Estate Marketplace NW, Inc. as set forth in City Resolution 2017-008; and

WHEREAS, the Mayor has been unable to attract a purchaser at the values identified by Mr. Palmer in City Resolution No. 2017-008; and

WHEREAS, the only offer the City was able to obtain was an offer of \$25,000 from Mark Skocilich, the owner of Parkway Auto Center and RV, which is located on property abutting the Properties; and

WHEREAS, each of the three Properties has a value of less than \$50,000 and each was surplus in 1990 and each remains surplus to the needs of the City; and

WHEREAS, the City Council desires to dispose of the Properties in the manner set forth in this Resolution as the City Council has determined to do so is in the best interest of the citizens of the City; and

WHEREAS, the Properties are generally located at the end of East Meadowmere Road; and

WHEREAS, because of the unique nature of the Properties and the fact that they are undeveloped, and the location of the Properties, it is difficult to determine what if any value the Properties may have; and

WHEREAS, in order to develop the access to these Properties the City estimates infrastructure costs would exceed \$250,000 for development of the platted City right of way and extension of utilities; and

WHEREAS, Mr. Palmer has recently modified his original opinion of value which was based upon the tax assessed values of the Properties; and

WHEREAS, the Mayor and City Council have determined that sale of these Properties in the manner set forth herein is in the best interest of the City and is for the common benefit; NOW, THEREFORE, the City Council of the City of Deer Park, Washington hereby resolve as follows:

Section 1. The recitals set forth above in this Resolution are made a part of this Resolution as findings of the City Council in support of the action authorized in this Resolution.

Section 2. The assessed values of the Properties based on the tax assessed values from the Spokane County Assessor are as follows:

28112 0112 - \$38,020

28112 0115 - \$19,500

28112 0116 - \$40,880

Section 3. The City has been unable to sell these Properties for the assessed value since they were originally declared surplus in 1990.

Section 4. The Mayor of the City is authorized to sell all of the Properties through a sealed bid process to any interested purchaser for the total minimum purchase price of \$30,000. The Mayor is authorized to work with City staff to advertise the availability of the Properties for sale and implement other details related to the sealed bid sale of the Properties. If a successful response is received in the amount of the minimum total price of \$30,000 or more, the Mayor of the City is authorized to execute all documents necessary to complete the sale of the Properties and to incur such reasonable and customary costs and expenses associated with the sale of the Properties as an expense of the City.

Section 5. City Resolution No. 2017-008 is hereby repealed.

Section 6. This Resolution shall be effective immediately upon passage by the City Council.

[Remainder of page intentionally left blank]

RESOLVED this \_\_\_\_ day of December, 2017.

APPROVED:

\_\_\_\_\_  
MAYOR ROBERT WHISMAN

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
DEBY CRAGUN, CITY CLERK/TREASURER

FILED WITH THE CITY CLERK: \_\_\_\_\_

PASSED BY THE CITY COUNCIL: \_\_\_\_\_

RESOLUTION NO. 2017-011

**ORDINANCE 2017-971**

**AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON, ADOPTING THE ANNUAL CITY BUDGET, FOR THE YEAR ENDING DECEMBER 31, 2018**

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**WHEREAS**, the Mayor of the City of Deer Park, Washington completed and placed on file with the City Clerk/Treasurer a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of the City for the fiscal year ending December 31, 2018, and a notice was published that the City Council would meet on the 15<sup>th</sup> day of November, 2017, and the 6<sup>th</sup> day of December, 2017 at the hour of 7:00 p.m. at the Council Chambers in the City Hall for the purpose of making a budget for said fiscal year and giving taxpayers within the limits of the City an opportunity to be heard upon the budget; and

**WHEREAS**, the City Council did meet at the times and place and did then consider the matter of the proposed budget; and

**WHEREAS**, the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Deer Park for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of the City for said year and being sufficient to meet the various needs of the City during said period;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1. Adoption of the Budget.** The budget for the City of Deer Park for the year 2018 is hereby adopted at the fund level and as the balanced budget for the City with appropriations limited to the total estimated revenues of the City. The final budget of \$10,684,701.00 by this reference is incorporated herein pursuant to RCW 35A.33.075.

Estimated resources for each separate fund of the City of Deer Park, and aggregate expenditures for all such funds for the year 2018 are set forth in summary form below.

**City of Deer Park  
2018 Budget**

<b>Func</b>	<b>Description</b>	<b>Est. Beginning Fund Balance</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Est. Ending Fund Balance</b>
001	General Fund	400,000.00	1,945,745.00	2,286,640.00	59,105.00
002	General Reserve Fund	65,000.00	0	0	65,000.00
003	Light Industrial Area	79,000.00	78,000.00	92,000.00	65,000.00
101	Street Fund	57,822.00	782,775.00	840,594.00	3.00
102	Arterial Street	30,000.00	80,000.00	62,000.00	48,000.00
106	Civic Improvement Fund	13,400.00	1,600.00	4,000.00	11,000.0
110	Airport Maintenance Reserve Fund	15,053.00	20,550.00	35,000.00	603.00
201	Water Debt Service Fund	32,258.00	0.00	0.00	32,258.00
202	Wastewater Revenue Bond Debt Service	75,670.00	0.00	0.00	75,670.00
204	2014 LTGO Bonds	53,100.00	91,100.00	91,650.00	52,550.00
304	Facilities Capital Improvement	149,500.00	50,500.00	150,000.00	50,000.00
305	Capital Improvement Fund	30,125.00	75.00	0.00	30,200.00
306	Golf Course Reserve Fund	99,500.00	50,500.00	0.00	150,000.00
400	Water Operations Fund	353,804.00	933,850.00	1,049,621.00	238,033.00
401	Wastewater Operations Fund	350,000.00	1,328,200.00	1,303,757.00	374,443.00
402	Wastewater's Loan Payment Fund	60,012.00	315,405.00	310,417.00	65,000.00
403	State Loan Debt Service	72,000.00	50,000.00	0.00	122,000.00
404	Water Improvement fund	50,000.00	275,616.00	145,000.00	180,616.00
405	Wastewater Improvement Fund	40,000.00	617,000.00	425,000.00	232,000.00
406	Golf Course Fund	18,000.00	88,852.00	105,852.00	1,000.00
415	Airport Fund	97,358.00	526,550.00	524,805.00	99,103.00
416	Airport Grant Fund	15,000.00	452,500.00	450,000.00	17,500.00
501	Equipment Rental fund	63,490.00	162,276.00	160,776.00	64,990.00
505	Equipment Rental Replacement Reserve	488,045.00	122,470.00	30,000.00	580,515.00
602	Cable TV Trust Fund	3,000.00	0.00	0.00	3,000.00
631	Treasurer's Suspense Fund	0.00	0.00	0.00	0.00
<b>TOTALS</b>		<b>2,711,137.00</b>	<b>7,973,564.00</b>	<b>8,067,112.00</b>	<b>2,617,589.00</b>

**Section 2.** The City Clerk/Treasurer is directed to transmit a certified copy of the final budget as adopted herein to the Division of Municipal Corporations in the office of the Washington State Auditor and to the Association of Washington Cities.

**Section 3.** This Ordinance shall take effect and be in force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

Approved by the City Council of the City of Deer Park, Washington, at a regular meeting thereof this \_\_\_\_ day of \_\_\_\_\_, 2017.

**APPROVED:**

**ATTEST:**

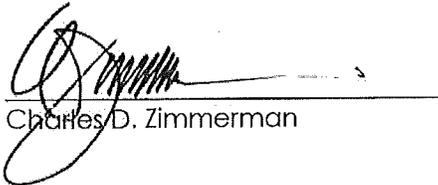
\_\_\_\_\_  
Robert Whisman, Mayor

\_\_\_\_\_  
Deby Cragun, City Clerk/Treasurer

**APPROVED AS TO FORM:**

OFFICE OF THE CITY ATTORNEY

By:

  
\_\_\_\_\_  
Charles D. Zimmerman

FILED WITH THE CITY CLERK: 11/28/2017  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_  
ORDINANCE NO.: 2017-971

SUMMARY OF ORDINANCE NO. 2016-965

of the City of Deer Park, Washington

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On the \_\_\_\_ day of December, 2017 the City Council of the City of Deer Park, Washington, passed Ordinance No. 2017-971. A summary of the content of said Ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON, ADOPTING THE ANNUAL CITY BUDGET, FOR THE YEAR ENDING DECEMBER 31, 2018

The full text of this Ordinance will be mailed upon request.

DATED this \_\_\_\_\_ day of December, 2017

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Deby Cragun, CITY CLERK/TREASURER

**CITY OF DEER PARK**  
**CLAIMS CERTIFICATION AND APPROVAL**

**Auditing Officer's Certification**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the Claim is a just, due and unpaid obligation against the *City of Deer Park*, and that I am authorized to authenticate and certify said Claims Checks numbered **36264 through 36299 including EFT Debits in the amount of \$809,175.62.**

\_\_\_\_\_  
City Clerk/Treasurer

**Council Approval**

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks **36264 through 36299 including EFT Debits in the amount of \$809,175.62 this 6<sup>th</sup> day of December 2017.**

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_



# Vouchers Last Half Nov 2017

Number	Vendor Name	Account Description	Amount
36264	Anatek Labs	Water/Wastewater Testing	\$140.00
36265	Banner Furnace & Fuel, Inc.	Airport Contract, Service	\$704.04
36266	Batteries Plus Bulbs #247	Battery Back-Ups	\$32.64
36267	BOR-Pacific Northwest	2018 O&M Fee	\$1,600.00
36268	Centurylink	Nov 2017 Lond Distance Charges	\$51.08
36269	Consolidated Electrical Distributors Inc.	WW Supplies	\$193.17
36270	Darold Schultz	Reimbursement - Osh Kosh Starter	\$293.71
36271	Deer Park Gazette	Communications	\$20.40
36272	Deer Park Paving	Airport - Grading Culvert & Rock Installation	\$1,799.87
36273	Deer Park Printing LLC	Permits, Late Notice Paper	\$248.63
		Supplies	\$942.63
		Check Total:	\$1,191.26
36274	Department of Ecology/Cashiering Section	Lagoon Design 2013 Int L1300008	\$725.21
		Lagoon Design L1300008 Principal	\$34,192.63
		Check Total:	\$34,917.84
36275	Drury, Clint	Auburn WA - WW Training Course	\$581.09
36276	DW Excavating, Inc.	N. Dalton Well Building & Piping	\$122,055.64
		W. Crawford Preservation Construction	\$301,239.63
		Check Total:	\$423,295.27
36277	Eljay Oil Co. Inc.	Airport Oil	\$831.18
36278	Fastenal	Supplies	\$174.29
36279	Ferguson Waterworks	Items Purchased For Resale	(\$29.19)
		Supplies	\$89.58
		Check Total:	\$60.39
36280	General Pump Mechanics	Dalton Well Service Call	\$159.45
36281	Inland Asphalt Company	Pavement Restoration	\$235,213.30
36282	Jub Engineers, Inc.	Legal Services Rendered	\$4,450.22
		N. Dalton Well	\$6,531.05
		Professional Services	\$5,456.29
		W. Crawford Preservation Construction	\$11,629.30
		WW Storage Lagoon Liner Replacement	\$6,133.30
		Check Total:	\$34,200.16
36283	Napa Auto Parts	Supplies	\$620.88
		Tools & Equipment	\$20.65
		Check Total:	\$641.53
36284	National Barricade	Supplies	\$587.52

36285	Office Depot	City Hall Office Supplies	\$341.17
		Supplies	\$63.13
		Check Total:	\$404.30
36286	Ogden/Murphy/Wallace PLLC	Comp Plan Mapping	\$6,077.38
		Crawford/Colville Design	\$1,176.30
		Legal Services Rendered	\$2,290.70
		Professional Services	\$4,256.34
		Check Total:	\$13,800.72
36287	Prettyman's Septic Service	Airport Restroom Rental - Pro-Rated	\$105.00
36288	Reliance Janitorial	Nov 2017 Janitorial	\$490.00
36289	Ricoh USA, Inc	Central Services Supplies	\$166.08
		Ricoh Copy Machine Principle	\$208.62
		Check Total:	\$374.70
36290	RWC International, Ltd	Dump Truck Clutch Repair	\$317.48
		Supplies	\$26.63
		Check Total:	\$344.11
36291	Schultz's Aviation, LLC	Nov 2017 Management Contract	\$8,154.17
36292	Soiltest Farm Consultants, Inc	2017 Spring and Fall Soil Testing	\$3,576.00
36293	Spokane Concrete Cutting	S. Dalton Well Concrete Sawing	\$243.23
36294	Spokane County District Court	Oct 2018 Judicial Svcs	\$506.04
36295	Spokane County Treasurer/ Prosecutor	3rd Qtr Misdemeanors Cases (13)	\$2,717.39
36296	Spokane County Treasurer/SCRAPS	Regional Animal Control Nov 2017	\$849.36
36297	Spokane County Treasurer's Office	Spok CO Law Enforc Contract Nov 2017	\$38,539.00
36298	Tribune	Budget Meeting Ad	\$20.00
		Engineering Services	\$210.00
		Communications	\$70.00
		Check Total:	\$300.00
36299	Western States Equipment	Cat 930K Service & Parts	\$1,305.41
EFT Debit Nov 2017 Postage Refill	United States Postal Svc	Communications	\$778.00

**Grand Total**

**\$809,175.62**

**Total Accounts Payable for Checks #36264 Through #36299 & EFT Debit Nov 2017 Postage Refill**

**CITY OF DEER PARK**  
**PAYROLL CERTIFICATION AND APPROVAL**

**Auditing Officer's Certification**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services and/or the labor has been performed as described herein and is a just, due and unpaid obligation against the *City of Deer Park*, and that I am authorized to authenticate and certify said Payroll Checks numbered 12775 through 12802 including 941 Taxes in the amount of \$91,103.20.

\_\_\_\_\_  
City Clerk/Treasurer

**Council Approval**

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Payroll Checks numbered 12775 through 12802 including 941 Taxes in the amount of \$91,103.20 this 6<sup>th</sup> day of December 2017.

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_





**Deer Park**  
SCHOOL DISTRICT

November 27, 2017

Mr. Roger Krieger  
Public Works Director  
City of Deer Park

RE: Sale of surplus vehicle

Dear Mr. Krieger:

Deer Park School District would like to purchase the 2006 Chevrolet Silverado 2500 (#16 VIN 1GCHK24U06E204833) recently designated as surplus by the City of Deer Park. We hereby offer to pay \$10,566.00 (the base bid amount) for the vehicle.

Sincerely,

Steve Howard  
Facilities Director  
Deer Park School District

ENSURING THE FUTURE BY INSPIRING EXCELLENCE

