



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  
Rae A. Sinor, Council Position 6

James Stokes, City Manager  
Gary Jackson, Assistant City Manager

Jerry Mouton Jr., Mayor

Shannon Bennett, City Secretary  
Jim Fox, City Attorney

*On Tuesday, May 18, 2021 Governor Greg Abbott issued Executive Order GA-36 prohibiting government entities from mandating masks or face coverings. Please be advised that effective immediately, the use of masks or face coverings within City of Deer Park facilities is no longer required on the part of visitors.*

*In order to help prevent the spread of the virus that causes COVID-19, the City of Deer Park continues to encourage the public attending the meeting to:*

- 1. Maintain at least 6 feet separation from other individuals.*
- 2. Self-screen before going into the meeting for any of the following new or worsening signs or symptoms of possible COVID-19: (Cough, Shortness of breath or difficulty breathing, Chills, Repeated shaking with chills, Muscle pain, Headache, Sore throat, Loss of taste or smell, Diarrhea, Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit, Known close contact with a person who is lab confirmed to have COVID-19, Wash or disinfect hands upon entering the building and after any interaction with others in the building.*
- 3. Consider wearing cloth face coverings (over the nose and mouth) when entering the building, or when within 6 feet of another person who is not a member of the individual's household.*

*This Executive Order does not prevent visitors from voluntarily continuing to wear face coverings/masks.*

*Ordinance #4248*

*Resolution #2021-06*

## **CALL TO ORDER**

*The 1783rd 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**

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

1. Presentation - Recognition of the San Jacinto United Soccer Club's 2020-2021 accomplishments.

[PRE 21-022](#)

**Recommended Action:** Wild applause.

**Department:** City Council

2. Proclamation for Safety Week.

[PRO 21-009](#)

**Recommended Action:** Proclaim National Safety Week in Deer Park: June 28 - July 2, 2021.

**Attachments:** [Safety Week 2021](#)

3. Presentation to Kristin Edwards.

[PRE 21-025](#)

**Recommended Action:** Express appreciation to Kristin for a job well done!

## PUBLIC HEARINGS

4. Joint Public Hearing from the request of Zhiyong Liu and Lin Lin to rezone 1812 Center Street TR 143A, Deer Park Outlots, from General Commercial (GC) to Office and Professional (OF) to build a multi-tenant building for general professional offices.

[JPH 21-004](#)

**Recommended Action:** Hear comments for or against the request

**Department:** City Secretary's Office

**Attachments:** [Liu \(1812 Center\)](#)

[1812 Center St.](#)

## AWARDING/REJECTING BIDS

5. Awarding bid for the Yard Pipe Painting Project at the Surface Water Treatment Plant.

[BID 21-018](#)

**Recommended Action:** Staff recommends awarding the project to D&M Tank, LLC based on their low bid.

**Department:** Public Works

## CONSENT CALENDAR

6. Approval of minutes of workshop meeting on June 1, 2021.

[MIN 21-064](#)

**Recommended Action:** Approval

**Attachments:** [CC\\_MW\\_060221](#)

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

7. Approval of minutes of regular meeting on June 1, 2021.

[MIN 21-065](#)

**Recommended Action:** Approval

**Attachments:** [CC MR 060221](#)

8. Approval of tax refund to TTT Bayou Business Park LLC in the amount of \$2,809.49 due to a value decrease granted by Harris County Appraisal District.

[TAXR  
21-055](#)

**Recommended Action:** Approve the tax refund to TTT Bayou Business Park LLC.

**Department:** Finance

9. Approval of tax refund to TTT Bayou Business Park LLC in the amount of \$1,466.56 due to a value decrease granted by Harris County Appraisal District.

[TAXR  
21-056](#)

**Recommended Action:** Approve the tax refund to TTT Bayou Business Park LLC.

**Department:** Finance

10. Approval of tax refund to Framo Houston Inc. in the amount of \$1,704.80 due to a value decrease granted by Harris County Appraisal District.

[TAXR  
21-057](#)

**Recommended Action:** Approve the tax refund to Framo Houston Inc.

**Department:** Finance

11. Approval of tax refund to W. D. Phylas Lawther EST/PSP in the amount of \$521.93 due to a value decrease granted by Harris County Appraisal District.

[TAXR  
21-058](#)

**Recommended Action:** Approve the tax refund to W. D. Phylas Lawther EST/PSP.

**Department:** Finance

12. Approval of tax refund to Prdpark Holdings LLC in the amount of \$1,351.87 due to a value decrease granted by Harris County Appraisal District.

[TAXR  
21-059](#)

**Recommended Action:** Approve the tax refund to Prdpark Holdings LLC.

**Department:** Finance

13. Approval of tax refund to Herbert P. & Connie C. Woitena in the amount of \$775.31 due to a homestead exemption, a disability, and a freeze change granted by Harris County Appraisal District.

[TAXR  
21-060](#)

**Recommended Action:** Approve the tax refund to Herbert P. & Connie C. Woitena.

**Department:** Finance

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

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14. Approval of tax refund to Refund Advisory Corp. in the amount of \$673.49 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District. [TAXR 21-061](#)
- Recommended Action:** Approve the tax refund to Refund Advisory Corp.
- Department:** Finance
15. Approval of tax refund to Lifting Gear Hire Corporation in the amount of \$2,136.74 due to a value decrease granted by Harris County Appraisal District. [TAXR 21-062](#)
- Recommended Action:** Approve the tax refund to Lifting Gear Hire Corporation.
- Department:** Finance
16. Approval of tax refund to Interurban Wilshire, LLC in the amount of \$11,423.00 due to a value decrease granted by Harris County Appraisal District. [TAXR 21-063](#)
- Recommended Action:** Approve the tax refund to Interurban Wilshire, LLC.
- Department:** Finance
17. Approval of tax refund to Victory Park LLC in the amount of \$16,144.32 due to a value decrease granted by Harris County Appraisal District. [TAXR 21-064](#)
- Recommended Action:** Approve the tax refund to Victory Park LLC.
- Department:** Finance
18. Approval of tax refund to Partnership Underwood LP in the amount of \$4,809.08 due to a value decrease granted by Harris County Appraisal District. [TAXR 21-065](#)
- Recommended Action:** Approve the tax refund to Partnership Underwood LP.
- Department:** Finance
19. Approval of tax refund to Partnership Underwood LP in the amount of \$5,806.82 due to a value decrease granted by Harris County Appraisal District. [TAXR 21-066](#)
- Recommended Action:** Approve the tax refund to Partnership Underwood LP.
- Department:** Finance
20. Approval of tax refund to Stockard Realty Partnership LTD in the amount of \$2,664.82 due to a value decrease granted by Harris County Appraisal District. [TAXR 21-067](#)
- Recommended Action:** Approve the tax refund to Stockard Realty Partnership LTD.
- Department:** Finance
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*The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.*



21. Approval of tax refund to Corelogic in the amount of \$1,137.47 due to an overpayment granted by Harris County Appraisal District.

[TAXR  
21-068](#)

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

**Department:** Finance

22. Authorization to seek Request for Qualifications (RFQ) for professional engineering services for the planning, design and construction phase services for the 2021 Street Improvement project.

[AUT 21-026](#)

**Recommended Action:** Approval to seek Requests for Qualification (RFQ) for 2021 Street Bond project.

23. Acceptance of completion of the renovations to the golf course bunkers at the Battleground Golf Course by Fusion Golf, LTD.

[ACT 21-013](#)

**Recommended Action:** Recommendation is to accept of the renovations to the golf course bunkers at the Battleground Golf Course by Fusion Golf, LTD.

24. Acceptance of the Quarterly Financial Report for the Fiscal Year 2020-2021 second quarter ended March 31, 2021.

[ACT 21-014](#)

**Recommended Action:** Accept the quarterly financial report for the Fiscal Year 2020-2021 second quarter ended March 31, 2021.

**Department:** Finance

**Attachments:** [2021 2Q Financial Report](#)

## NEW BUSINESS

25. Consideration of and action on an ordinance to amend the Fiscal Year 2020-2021 Budget for the Police Department for additional funds related to the emergency generator.

[ORD 21-047](#)

**Recommended Action:** Approve the ordinance to amend the Fiscal Year 2020-2021 Budget for the Police Department for additional funds related to the emergency generator.

**Attachments:** [Ord - Amend Budget FY21 PD Generator](#)

[Proposal - Waukesha-Pearce \(PD\)](#)

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

26. Consideration of and action on authorization for the purchase and installation of various capital improvement items at: 1) Public Works - Transfer Station and 2) Police Department Station. [PUR 21-016](#)

**Department:** Public Works

**Attachments:** [Generac 80 KW - spec sheet](#)  
[New Shower Floor Plan](#)  
[New Shower Floor Plan \(1\)](#)  
[Transfer Station Shower Remodel](#)  
[Transfer Station Restroom Below Stairs](#)

27. Consideration of and action on seeking a grant from Shell USA in the amount of \$5000 to provide funding for the upcoming Deer Park Animal Shelter Woofstock pet adoption event. [GRT 21-002](#)

**Recommended Action:** Recommend Approval.

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

28. Consideration of and action on seeking a grant from Shell USA in the amount of \$5000 to provide funding for the purchase of tactical gunshot and trauma kits for marked Police patrol units. [GRT 21-003](#)

**Recommended Action:** Recommend approval.

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

**Attachments:** [trauma kit.pdf](#)

29. Consideration of and action on an ordinance establishing a new Article IV-“Wireless Network Providers” for the purpose of regulating wireless network providers in City right-of-way. [ORD 21-049](#)

**Recommended Action:** Staff recommend approval

**Attachments:** [ord210525 Cell Nodes\\_revised CLEAN final](#)  
[3e9b73f6-7799-47a3-a532-5f9b4b13f8c5](#)  
[17dbd758-8f1e-4f79-87cd-a0838c8f326f](#)

30. Consideration of and action on an ordinance amending Appendix B-Section 94-106(b) to add “Wireless Network Providers Fee Schedule” to the Code of Ordinances. [ORD 21-050](#)

**Recommended Action:** Recommend approval

**Attachments:** [APPENDIX B-SECTION 94-106\(b\)-5-26-21](#)  
[EXHIBIT “A”](#)

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31. Consideration of and action on an ordinance approving the VOPAK MODA HOUSTON, LLC. Industrial District Agreement.

[ORD 21-046](#)

**Recommended Action:** Approve the ordinance.

**Attachments:** [Ord. Vopak Terminal-2021](#)

[VMH\\_001 Agreement](#)

[Exhibit A-1](#)

[Exhibit A-2](#)

[Exhibit A-3](#)

[Exhibit A-4](#)

[Exhibit A-5](#)

[Exhibit A-6](#)

[Exhibit A-7](#)

[Exhibit B](#)

32. Consideration of and action on the results of the joint public hearing and a proposed ordinance from the request of Zhiyong Liu and Lin Lin to rezone 1812 Center Street TR 143A, Deer Park Outlots from General Commercial (GC) to Office and Professional (OF) to build a multi-tenant building for general professional offices.

[ORD 21-052](#)

**Recommended Action:** Approve the ordinance.

**Attachments:** [Rezone ord 1812 Center](#)

## ADJOURN

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Shannon Bennett, TRMC  
City Secretary

Posted on Bulletin Board  
June 11, 2021

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

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



## Legislation Details (With Text)

**File #:** PRE 21-022    **Version:** 2    **Name:**  
**Type:** Presentation    **Status:** Agenda Ready  
**File created:** 5/26/2021    **In control:** City Council  
**On agenda:** 6/15/2021    **Final action:**  
**Title:** Presentation - Recognition of the San Jacinto United Soccer Club's 2020-2021 accomplishments.  
**Sponsors:** City Council  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	2	City Council		

Presentation - Recognition of the San Jacinto United Soccer Club's 2020-2021 accomplishments.

### Summary:

Deer Park youth participating on the teams of the San Jacinto United Soccer Club had an outstanding 2020-2021 season. Their collective accomplishments are noted below:

- Boys 2002 team went undefeated and won the EDL2 division and won the Championship in the State Tournament also going undefeated. They qualified for Division 1 and will be competing at that level in the fall.
- Boys 2004 won their division in BAYSA (Bay Area Youth Soccer Association) and qualified for the State Tournament.
- Boys 2007 team went undefeated and won their division in BAYSA and played in the State Tournament this past fall. This Spring, they came in 2nd place in the South Texas Spring Showdown Tournament.
- Girls 2007 team qualified in their BAYSA division and played in the State Tournament this past fall.

- Boys 2009 team tied for first in their division in BAYSA and came in 2nd Place in the State Tournament last fall. This Spring, they also came in 2nd place in the South Texas Spring Showdown Tournament

On Tuesday evening, Council will recognize these athletes and their coaches.

Fiscal/Budgetary Impact:

N/A

Wild applause.



## Legislation Details (With Text)

**File #:** PRO 21-009    **Version:** 1    **Name:**  
**Type:** Proclamation    **Status:** Agenda Ready  
**File created:** 6/9/2021    **In control:** City Council  
**On agenda:** 6/15/2021    **Final action:**  
**Title:** Proclamation for Safety Week.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Safety Week 2021](#)

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Proclamation for Safety Week.

### Summary:

June is National Safety Month as recognized by the National Safety Council (NSC) and this month marks the 25th anniversary of National Safety Month, an annual observance created to inspire people to keep each other safe.

The City of Deer Park values the safe and healthful workplaces for our employees and supports the attached proclamation which proclaims the week of June 28 - July 2, 2021 as CITY SAFETY WEEK in Deer Park, and encourage all employees and their family members to support SAFETY WEEK activities designed to increase awareness of the importance of safe workplaces for all.

### Fiscal/Budgetary Impact:

Proclaim National Safety Week in Deer Park: June 28 - July 2, 2021.



*Office of the Mayor*

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

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**WHEREAS**, the City of Deer Park values the safe and healthful workplaces for our employees; and

**WHEREAS**, safer organizations enjoy increased productivity, stronger employee satisfaction and a better reputation, while incurring lower works compensation, property, liability and healthcare costs; and

**WHEREAS**, the City's Safety Committee is tasked not only with review and recommendations of city safety incidents, but also the fostering of a strong safety culture at the city and the modeling of safe behaviors; and

**WHEREAS**, during the week of June 28-July 2, 2021, designated as Deer Park City Safety Week, the City's Safety Committee with assistance from various other entities, will conduct activities designed to increase employee (and employee family members) awareness of being safe at work and encouraging safe work practices to enhance the City's safety efforts.

**NOW, THEREFORE, I, MAYOR JERRY MOUTON**, City of Deer Park, Texas, by virtue of the authority vested in me by the Constitution and laws of the City of Deer Park, Texas do hereby proclaim the week of June 28- July 2, 2021 as

## **“DEER PARK CITY SAFETY WEEK”**

and encourage all employees and their family members to support SAFETY WEEK activities designed to increase awareness of the importance of safe workplaces for all.

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

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



## Legislation Details (With Text)

**File #:** PRE 21-025    **Version:** 1    **Name:**  
**Type:** Presentation    **Status:** Agenda Ready  
**File created:** 6/11/2021    **In control:** City Council  
**On agenda:** 6/15/2021    **Final action:**  
**Title:** Presentation to Kristin Edwards.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Presentation to Kristin Edwards.

Summary:

Kristin Edwards, the City's Public Relations/Marketing Administrator since January 12, 2015, will be leaving this City this month after accepting a position with another City.

Kristin is the first person in the Public Relations/Marketing Administrator role for the City, and has done an outstanding job in getting the Public Relations/Marketing/Tourism function established and performing at a high level. Kristin has set the standard for what can be accomplished in the position!

Fiscal/Budgetary Impact:

N/A

Express appreciation to Kristin for a job well done!





## Legislation Details (With Text)

**File #:** JPH 21-004    **Version:** 1    **Name:**

**Type:** Joint Public Hearing    **Status:** Agenda Ready

**File created:** 6/9/2021    **In control:** City Council

**On agenda:** 6/15/2021    **Final action:**

**Title:** Joint Public Hearing from the request of Zhiyong Liu and Lin Lin to rezone 1812 Center Street TR 143A, Deer Park Outlots, from General Commercial (GC) to Office and Professional (OF) to build a multi-tenant building for general professional offices.

**Sponsors:** City Secretary's Office

**Indexes:**

**Code sections:**

**Attachments:** [Liu \(1812 Center\)](#)  
[1812 Center St.](#)

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Joint Public Hearing from the request of Zhiyong Liu and Lin Lin to rezone 1812 Center Street TR 143A, Deer Park Outlots, from General Commercial (GC) to Office and Professional (OF) to build a multi-tenant building for general professional offices.

### Summary:

The Planning and Zoning Commission conducted a public hearing on May 3, 2021 to hear testimony for and against the rezone request of Zhiyong Liu and Lin Lin. Based upon testimony, the recommendation of the Planning and Zoning Commission is the request be approved.

### Fiscal/Budgetary Impact:

None

Hear comments for or against the request



Douglas Cox, Chairman  
Stan Garrett, Vice Chairman  
Danielle Wendeburg, Commissioner  
Ray Balusek, Commissioner  
Don Tippit, Commissioner

710 E. San Augustine • P. O. Box 700 • Deer Park, Texas 77536 • (281) 479-2394 • Fax: (281) 478-7217

## PLANNING & ZONING COMMISSION

May 4, 2021

Honorable Mayor and City Council  
City of Deer Park  
P. O. Box 700  
Deer Park, Texas 77536

Honorable Mayor and Council:

On May 3, 2021, the Planning and Zoning Commission met for a public hearing to consider the request of Zhiyong Liu and Lin Lin to rezone 1812 Center Street TR 143A Deer Park Outlots from General Commercial (GC) to Office and Professional (OF) to build a Multi-Tenant building for general professional offices.

As a result of the hearing, the Planning and Zoning Commission would like to recommend the request be granted.

Respectfully submitted,

/s/ Douglas Cox

Chairman  
Planning and Zoning Commission

March 16, 2021

Planning and Zoning Commission, City of Deer Park

Ladies and Gentlemen,

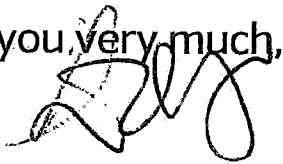
I am writing this letter to inform you that we are requesting to rezone 1812 Center Street of Deer Park from "General Commercial" to "Office and Professional" to build a Multi-Tenant building for General Professional Offices.

We see the needs for this type of office use and we also like to contribute to the growth of the City of Deer Park and make this location a potential magnet for people conducting business in Deer Park.

Attached is the conceptual rendition of the office building proposed.

If you have any questions, please do not hesitate to contact us.

Thank you very much,

A handwritten signature in black ink, appearing to be 'Zhiyong Liu', written over the text 'Thank you very much,'.

Zhiyong Liu

# CITY OF DEER PARK

## ReZoning



LN-000424-2021

PERMIT #: LN-000424-2021

ISSUED DATE: March 10, 2021

PROJECT:

EXPIRATION DATE:

PROJECT ADDRESS: 1812 CENTER ST

OWNER NAME: Zhlyong Liu

CONTRACTOR:

ADDRESS: 3318 Elmridge

ADDRESS:

CITY: HOUSTON

CITY:

STATE: TX

STATE:

ZIP:

ZIP:

PHONE:

### PROJECT DETAILS

PROPOSED USE:

SQ FT: 0

DESCRIPTION: Re-Zone Request From Gc To Office and Professional

VALUATION: \$ 0.00

### PERMIT FEES

TOTAL FEES: \$ 1,000.00

PAID: \$ 1,000.00

BALANCE: \$ 0.00

### ALL PERMITS MUST BE POSTED ON THE JOBSITE AND VISIBLE FROM THE STREET

#### NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 1 YEAR AT ANY TIME AFTER WORK IS STARTED. ALL PERMITS ARE SUBJECT TO THE FOLLOWING:

- ALL WORK MUST COMPLY WITH THE BUILDING, ELECTRICAL, PLUMBING, AND MECHANICAL CODES ADOPTED BY THE CITY OF DEER PARK AT THE TIME THE PERMIT IS ISSUED.
- IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO COMPLY WITH ALL STATE & FEDERAL DISABILITY REQUIREMENTS
- ENCROACHMENTS OF EASEMENTS AND RIGHT-OF-WAYS ARE NOT ALLOWED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT

DATE

APPROVED BY

DATE

TO SCHEDULE NEXT DAY INSPECTIONS CALL BY 4PM 281-478-7270  
ALL REINSPECTIONS ARE SUBJECT TO A \$45.00 REINSPECTION FEE

You can request a morning or afternoon inspection and we will do our best to accommodate you but there are no guarantees, it will depend on the volume of inspections scheduled that day.

710 E San Augustine Deer Park, TX 77536 Fax 281-478-0394  
[www.deerparktx.gov/publicworks](http://www.deerparktx.gov/publicworks)

**Application for Amendment  
to the  
City of Deer Park, Texas Zoning Ordinance**

To: City of Deer Park  
Planning & Zoning Commission

Date Submitted: 3/10/2021

(I and/or We) Zhiyong Liu & Lin Lin hereby make application for an amendment to the City of Deer Park Zoning Ordinance on the following described property (legal description):

0 W X Street , Deer Park , TX 77536

also known as

TR 143A ; Deer Park , Tx 77536 of

Approximately 34,508 sq ft Land

Currently zoned as Commercial Request to be zoned to Office/

Deed Restrictions on the above described property are as follows:

(I and/or We) \_\_\_\_\_ have paid the application fee of \$1,000.00 to the City of Deer Park City Secretary and a copy of the receipt is attached.

3/10/2021

Date



Property Owner's Signature

Owner's Designated Representative (if any)

Other Representative (if any)

A copy of the certificate of ownership or title is attached to the application



*First American  
Title Guaranty Company*

# Schedule A

## Owner Policy of Title Insurance (T-1)

ISSUED BY

**First American Title Guaranty Company**

POLICY NUMBER

**02304393**

Name and Address of Title Insurance Company:

**First American Title Guaranty Company, 1 First American Way, Santa Ana, CA 92701.**

File No.: 2304393-HO45

Date of Policy: 03/13/2018 at 8:20 AM

Address for Reference only: 0 W X St., Deer Park, Texas 77536

Amount of Insurance: \$340,000.00

Premium: \$2,205.00

1. Name of Insured:

Zhiyong Liu and Lin Lin

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is insured as vested in:

Zhiyong Liu and Lin Lin

4. The land referred to in this policy is described as follows:

BEING OUT OF AND A PART OF THE H. W. RAGLIN SURVEY, A-677, HARRIS COUNTY, TEXAS, AND BEING A PART OF OUTLOT 143 OF DEER PARK OUTLOTS, A SUBDIVISION RECORDED IN VOLUME 65, PAGE 177 OF THE HARRIS COUNTY DEED RECORDS; AND BEING A PORTION OF THAT CERTAIN CALLED 1.348 ACRE TRACT CONVEYED TO LAWTHER PARTNERSHIP BY W. D. LAWTHER BY DEED RECORDED IN HARRIS COUNTY CLERK'S FILE (HCCF) M450509 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD FOUND AT THE INTERSECTION OF THE NORTH LINE OF X STREET, BASED ON A WIDTH OF 80 FEET AND THE WEST LINE OF CENTER STREET, BASED ON A WIDTH OF 100 FEET, SAID POINT BEING THE SOUTHEAST CORNER OF OUTLOT 143, AND THE SOUTHEAST CORNER OF THE ABOVE MENTIONED CALLED 1.348 ACRE TRACT;

THENCE WEST ALONG THE NORTH LINE OF X STREET AND THE SOUTH LINE OF OUTLOT 143 AND THE SOUTH LINE OF THE CALLED 1.348 ACRE TRACT A DISTANCE OF 219.91 FEET TO A 5/8" IRON ROD W/CAP STAMPED "W E SMITH, RPLS 1982" FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH A DISTANCE OF 265.74 FEET TO A 5/8" IRON ROD W/ PLASTIC CAP FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 0.0392 ACRE TRACT REFERRED TO AS TRACT 5 IN DEED TO DEER PARK CENTERS, LTD., RECORDED IN HCCF T784940;

THENCE EAST ALONG THE SOUTH LINE OF THE CALLED 0.0392 ACRE TRACT A DISTANCE OF 50.00 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE SAID 0.0392 ACRE TRACT

AND THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED, SAID POINT FALLING IN THE WEST LINE OF A CALLED 1.289 ACRE TRACT REFERRED TO AS TRACT 4 IN DEED TO DEER PARK CENTERS, LTD., RECORDED IN HCCF T784940;

THENCE SOUTH ALONG THE WEST LINE OF THE CALLED 1.289 ACRE TRACT A DISTANCE OF 140.88 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE CALLED 1.289 ACRE TRACT;

THENCE EAST ALONG THE SOUTHERNMOST LINE OF THE CALLED 1.289 ACRE TRACT A DISTANCE OF 170.00 FEET TO AN "X" FOUND IN CONCRETE FOR THE SOUTHEAST CORNER OF THE CALLED 1.289 ACRE TRACT AND THE EASTERNMOST NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED, SAID POINT FALLING IN THE WEST LINE OF CENTER STREET, THE EAST LINE OF THE ORIGINAL CALLED 1.348 ACRE TRACT AND THE EAST LINE OF OUTLOT 143;

THENCE S00°02'25"W (CALLED SOUTH) ALONG THE EAST LINE OF THE CALLED 1.348 ACRE TRACT, THE EAST LINE OF OUTLOT 143, AND THE WEST LINE OF CENTER STREET A DISTANCE OF 124.86 FEET TO THE PLACE OF BEGINNING, CONTAINING 34,507 SQUARE FEET OR 0.7922 ACRE OF LAND, MORE OR LESS.

**First American Title Guaranty Company**

By:



Authorized Countersignature (/GN )

(This Schedule A is valid only when jacket and Schedule B are attached)



*First American Title*

First American Title Insurance Company  
12012 Space Center Blvd, Suite 1200  
Houston, TX 77059  
Phn - (281)488-0607  
Fax - (866)357-9170  
clearlake.tx@firstam.com

March 13, 2018

**Zhiyong Liu**  
**3318 Elmridge St,**  
**Houston, TX 77025**

File No.: 2304393-HO45  
Property: 0 W X St., Deer Park, TX 77536

Thank you for your business and trusting First American Title with handling this important part of your real estate transaction. We have enclosed your Policy of Title Insurance and our Privacy Policy.

The Policy has three sections:

- **The Policy Jacket** outlines the terms and conditions of the policy coverage.
- **Schedule A** indicates the dollar amount of insurance issued, type of policy, parties to be insured and subject property.
- **Schedule B** shows the items excluded from insurance coverage.

A Policy may also have endorsements which add or change coverage. Those may also be attached as needed.

Please contact us with any questions or concerns. You may also find more information about us and the services we offer at our website, [www.Firstam.com](http://www.Firstam.com).

We look forward to, and appreciate, the opportunity to provide our services to you in the future.

Sincerely,

Katie Allen  
Escrow Officer

Phone: (281)488-0607  
Fax: (866)357-9170  
Email: [katiallen@firstam.com](mailto:katiallen@firstam.com)





*First American*

4795 REGENT BLVD, STE 100  
IRVING TX 75063

**HARRIS**



**Transmittal**

03/13/2018

ZHIYONG LIU  
3318 ELMRIDGE ST  
HOUSTON TX 77025

Order No: 2304393

Enclosed please find 2 attached documents.

First American Title Insurance Company

Page Count 13



**First American  
Title Guaranty Company**

# Owner's Policy

## Owner's Policy of Title Insurance (T-1)

ISSUED BY

**First American Title Guaranty Company**

POLICY NUMBER

**5825548-02304393**

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, **FIRST AMERICAN TITLE GUARANTY COMPANY**, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by:
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
  - (d) Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or materials having its inception on or before Date of Policy.
3. Lack of good and indefeasible Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Guaranty Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

*First American Title Guaranty Company*



*Christopher M. Leavel* *Jeffrey S. Robinson*  
Christopher M. Leavel, President    Jeffrey S. Robinson, Secretary

(This Policy is valid only when Schedule A and B are attached)

If this jacket was created electronically, it constitutes an original document.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
  - (a) the occupancy, use or enjoyment of the Land;
  - (b) the character, dimensions or location of any improvement erected on the Land;
  - (c) subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective:
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant
- and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
6. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.



**First American  
Title Guaranty Company**

## **Important Notice**

ISSUED BY

**First American Title Guaranty Company**

### **IMPORTANT NOTICE**

*To obtain information or make a complaint:*

*You may call First American Title Guaranty Company's toll-free telephone number for information or to make a complaint at:*

**1-888-632-1642**

*You may also write to First American Title Guaranty Company at:*

**1 First American Way  
Santa Ana, California 92707**

*You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:*

**1-800-252-3439**

*You may write the Texas Department of Insurance:*

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **PREMIUM OR CLAIM DISPUTES:**

*Should you have a dispute concerning your premium or about a claim you should contact First American Title Guaranty Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.*

### **ATTACH THIS NOTICE TO YOUR POLICY:**

*This notice is for information only and does not become a part or condition of the attached document.*

### **AVISO IMPORTANTE**

*Para obtener informacion o para someter una queja:*

*Usted puede llamar al numero de telefono gratis de First American Title Guaranty Company's para informacion o para someter una queja al:*

**1-888-632-1642**

*Usted tambien puede escribir a First American Title Guaranty Company:*

**1 First American Way  
Santa Ana, California 92707**

*Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:*

**1-800-252-3439**

*Puede escribir al Departamento de Seguros de Texas:*

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

*Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Guaranty Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).*

### **UNA ESTE AVISO A SU POLIZA:**

*Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.*

## CONDITIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": the amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company or other similar legal entity.
- (d) "Insured": the Insured named in Schedule A.
  - (i) The term "Insured" also includes:
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;
      - (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) If the grantee wholly owns the named Insured,
      - (3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) If the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C) and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": an Insured claiming loss or damage.
- (f) "Knowledge" or "Known": actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": the land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": the estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice. When, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured; (ii) indemnify the Insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefor, issue to the Insured

CONDITIONS (Continued)

Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a loan policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

**4. PROOF OF LOSS.**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS.**

(a) Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE.**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable

aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.**

In case of a claim under this policy, the Company shall have the following additional options:

**(a) To Pay or Tender Payment of the Amount of Insurance.**

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is

- obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 3 or 5 and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY.**

- (a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, all as insured, or takes action in accordance with Section 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the Amount of Insurance

by the amount of the payment.

**11. LIABILITY NONCUMULATIVE.**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS.**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION.**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim, shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in Section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy.

**16. SEVERABILITY.**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid and all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM.**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured, and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT.**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at **First American Title Guaranty Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**





*First American  
Title Guaranty Company*

## Schedule B

### Owner Policy of Title Insurance (T-1)

ISSUED BY

**First American Title Guaranty Company**

POLICY NUMBER

**02304393**

File No. 2304393-HO45

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A and the following matters:

1. The following restrictive covenants of record itemized below:  
(the Company must either insert specific recording data or delete this exception)  
  
See item 6(a) Below
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any Insured.
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2018, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters:  
(the Company must insert matters or delete this exception)
  - a. Item No. 1, Schedule B, is hereby deleted.
  - b. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.
  - c. Rights of Parties In Possession.

d. Item intentionally deleted.

e. Item intentionally deleted.

f. Mineral and/or royalty interest:

Recorded: in Volume 1169, Page 722 of the Deed Records of Harris County, Texas.  
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

g. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

h. Terms, Conditions and Stipulations in the Agreement:

Recorded: County Clerk's File No. T886363, Official Public Records, Harris County, Texas.  
Type: Reciprocal Easement Agreement

i. Matters as disclosed by the examination of survey prepared by Walter E. Smith, RPLS#1982, dated September 14, 2006:

j. 1. Encroachment of concrete parking lot, and billboard sign onto or over the property line.

k. Vendor's Lien retained in Deed:

Grantor: Lawther Partnership, Ltd.

Grantee: Zhiyong Liu and Lin Lin

Dated: 03/07/2018

Recorded: 03/13/2018, County Clerk's File Number 2018-103811, of the Official records, of Harris County, Texas.

Additionally secured by Deed of Trust:

Grantor: Zhiyong Liu and Lin Lin

Trustee: Jeffrey W. Burnett

Dated: 03/07/2018

Amount: \$315,000.00

Beneficiary: Lawther Partnership, Ltd.

Recorded: 03/13/2018, County Clerk's File Number 2018-103812, of the Official records, of Harris County, Texas.



## First American Title Guaranty Company

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

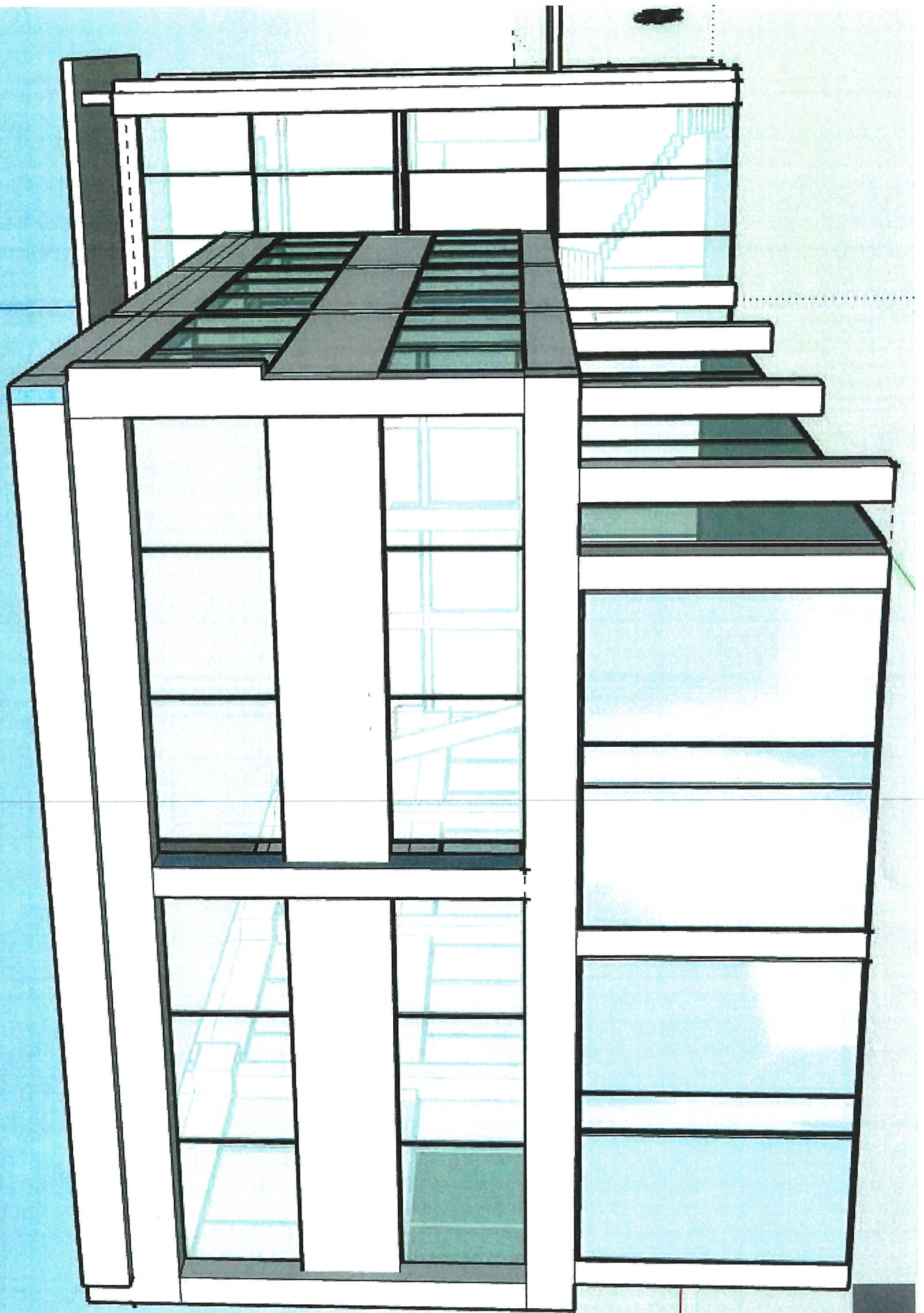
**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

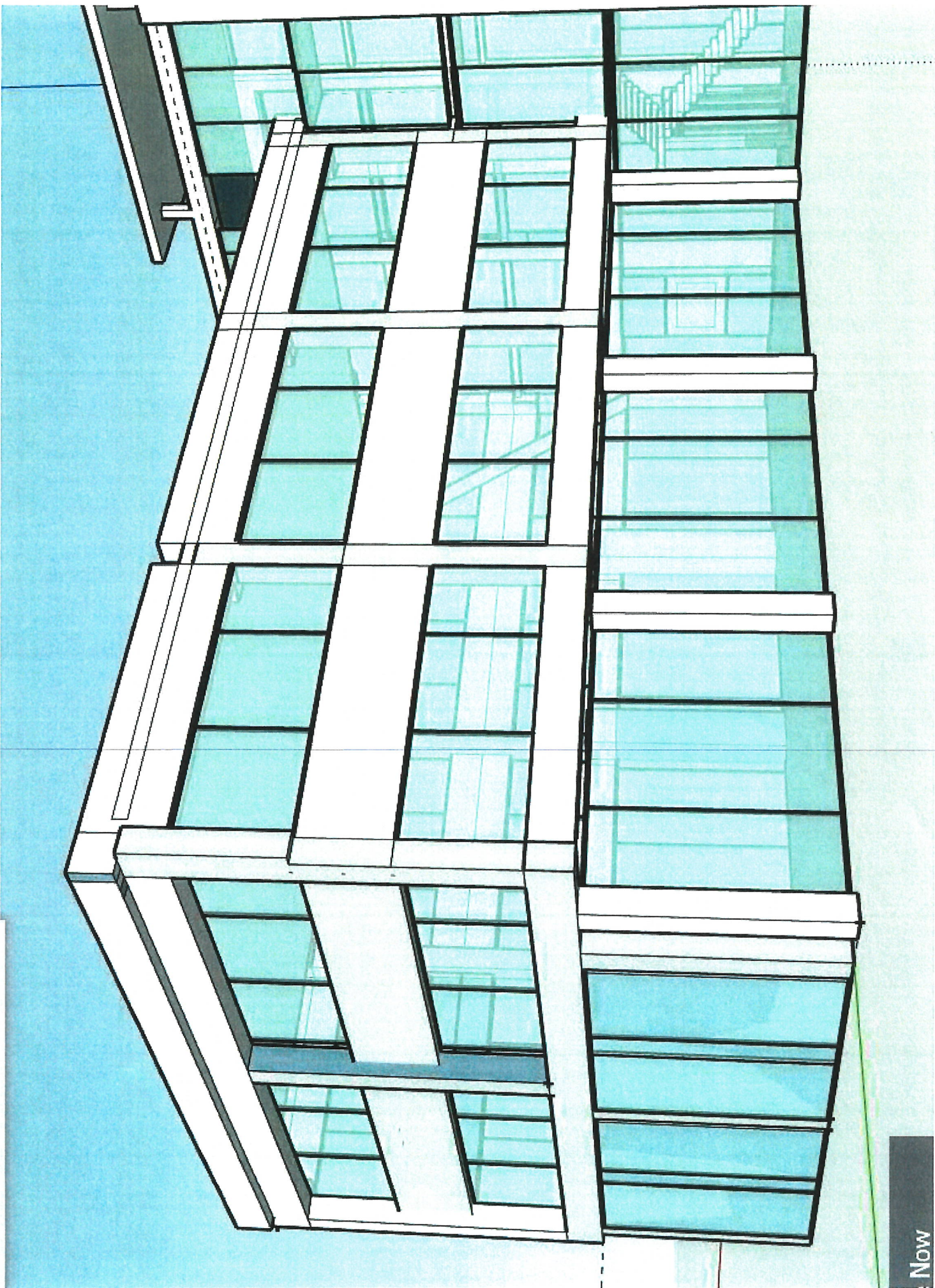
**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



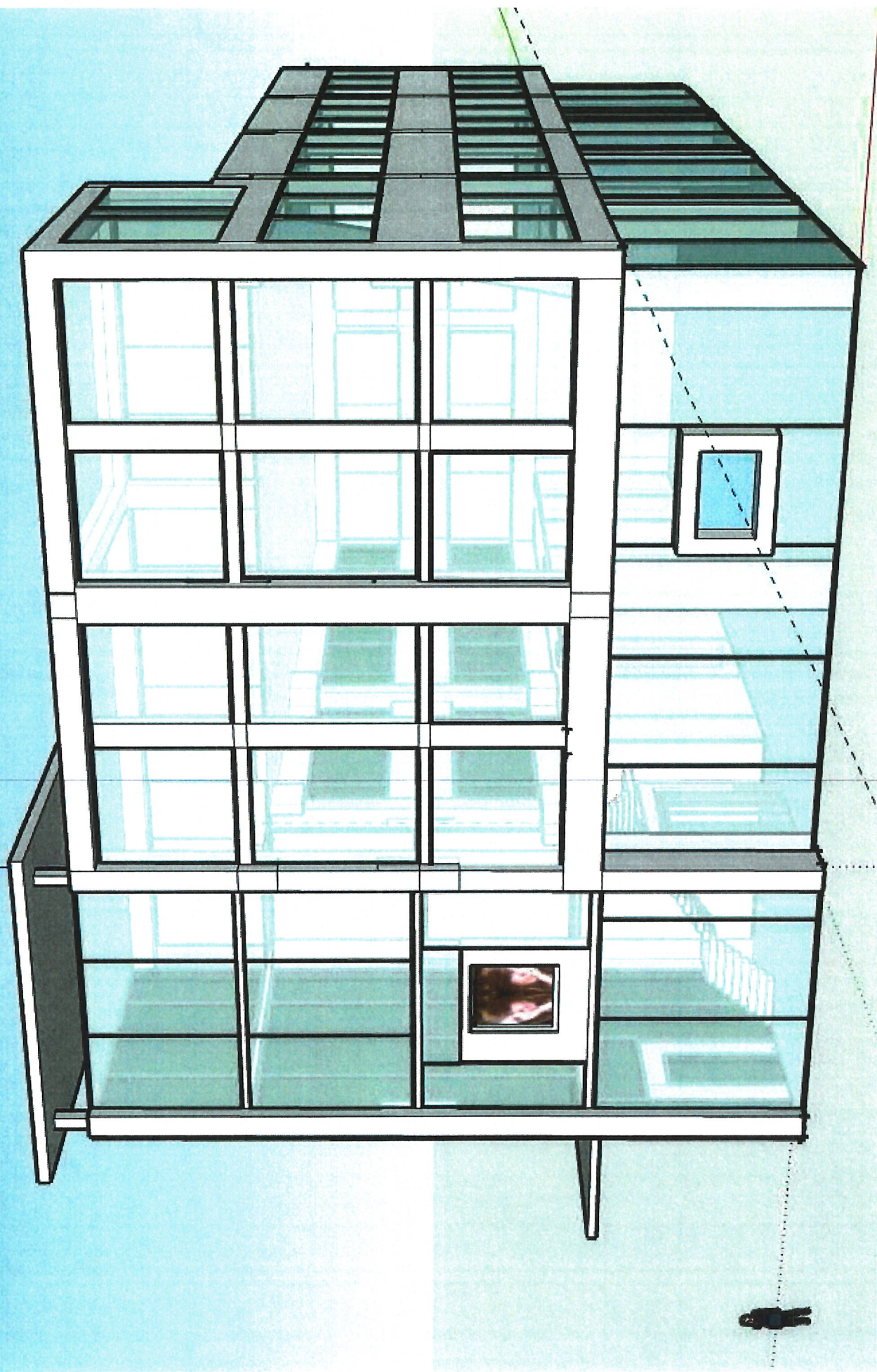




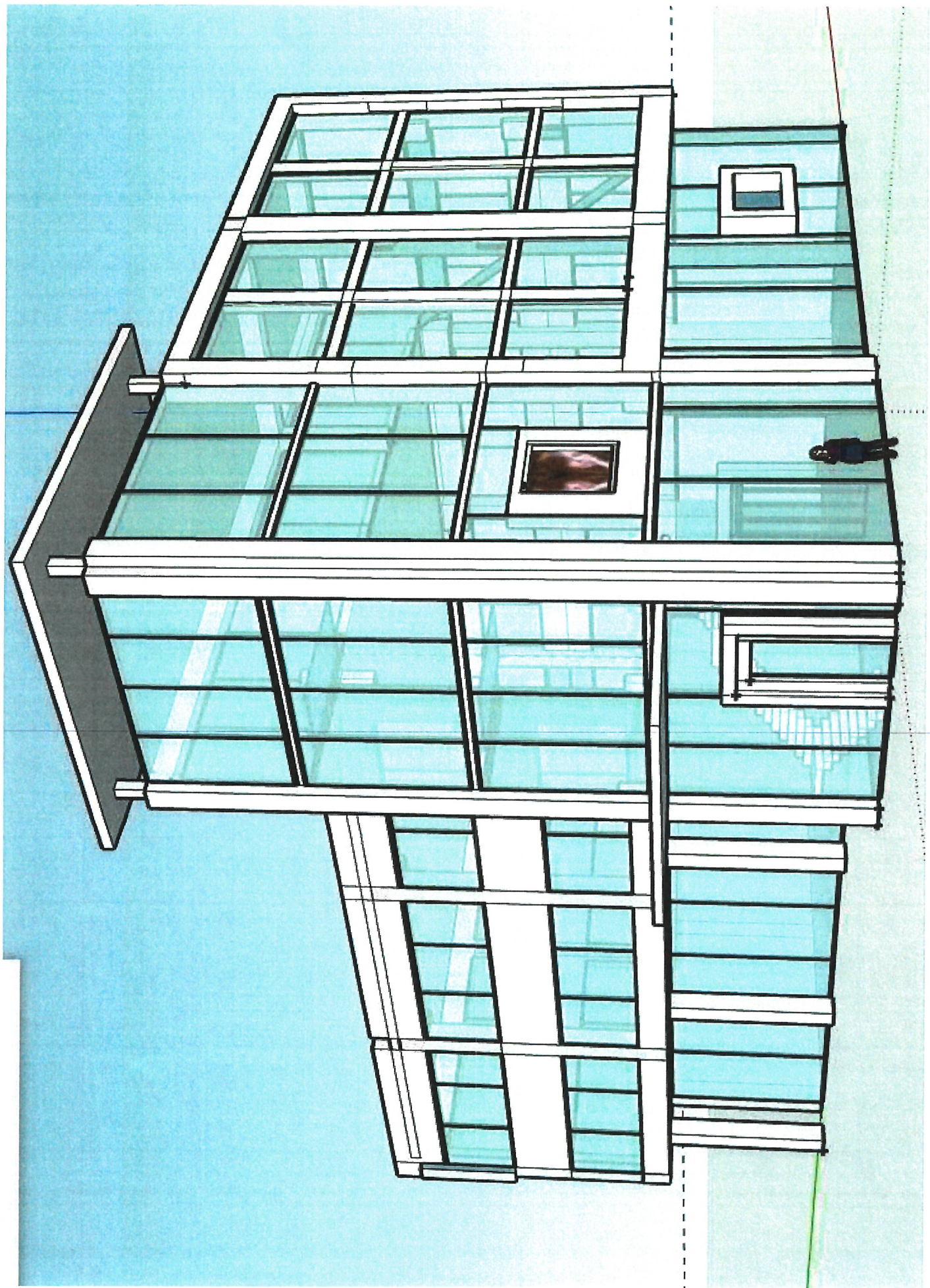




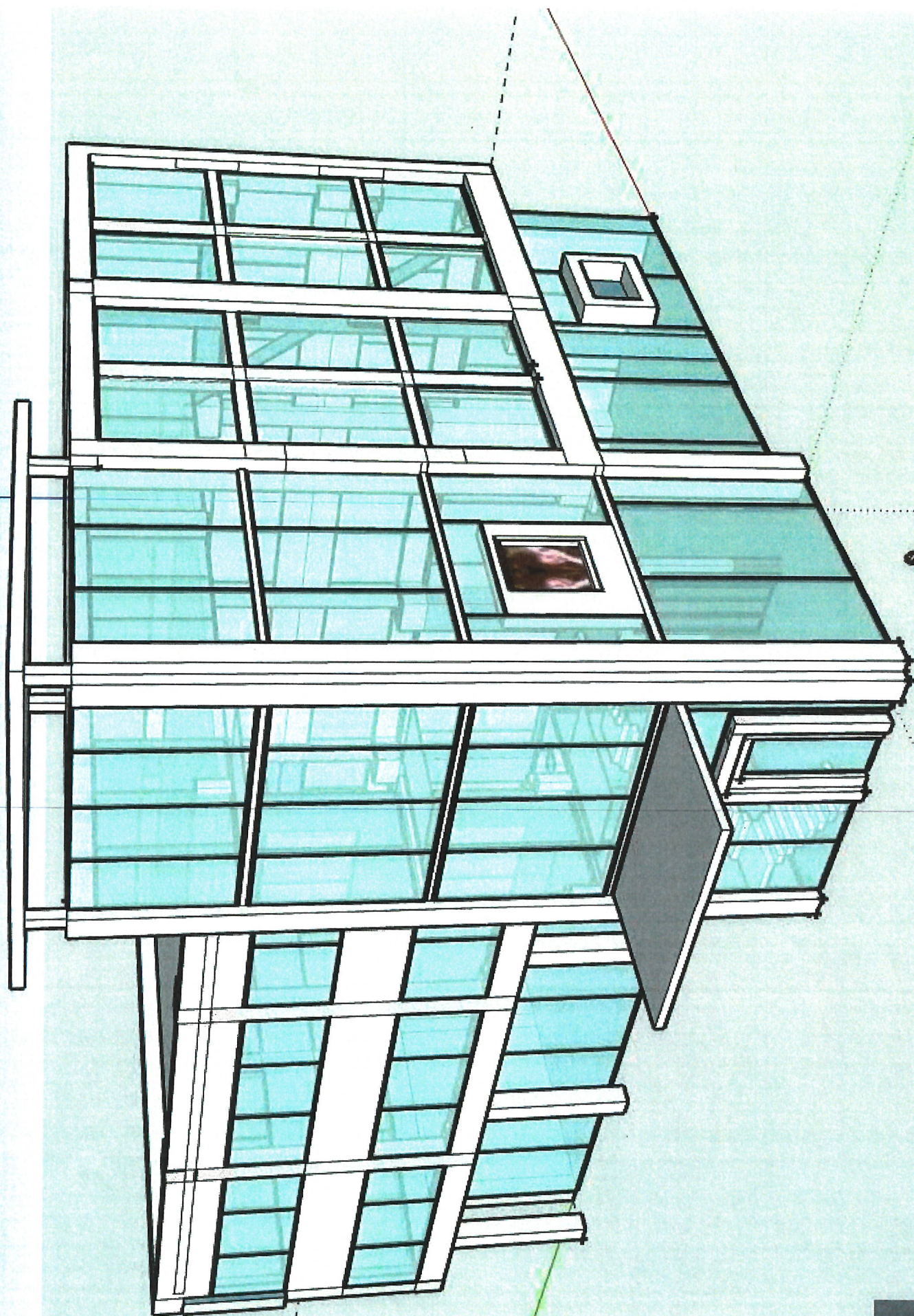














## NOTICE OF JOINT PUBLIC HEARING

Notice is hereby given that the City Council and the Planning and Zoning Commission of the City of Deer Park, Texas, will hold a joint public hearing at City Hall, 710 East San Augustine Street, at 7:30 p.m. on June 15, 2021, at which time and place they will hear all persons desiring to be heard on or in connection with any matter or question involving

**A proposed amendment to Ordinance No. 3886, the Zoning Ordinance, placing in the Office and Professional (OF) Zoning District, a 0.7922 acre tract of land out of Outlot, TR 143 A, Deer Park Outlots (1812 Center Street) and taking the same out of the General Commercial (GC) Zoning District.** It having been recommended by the Planning and Zoning Commission in a preliminary report filed with the City Council, which is available for inspection by all interested persons, that such amendment be granted.

All persons are warned that the City Council has the power to change any and all features of the proposed Amendment, as recommended by said Planning and Zoning Commission in its preliminary report, and may or may not change such property to the above described zoning district.

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Shannon Bennett, TRMC  
City Secretary

Dated this 19th day of May 2021



## Legislation Details (With Text)

**File #:** BID 21-018    **Version:** 1    **Name:**  
**Type:** Bids    **Status:** Agenda Ready  
**File created:** 5/27/2021    **In control:** City Council  
**On agenda:** 6/15/2021    **Final action:**  
**Title:** Awarding bid for the Yard Pipe Painting Project at the Surface Water Treatment Plant.  
**Sponsors:** Public Works  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Awarding bid for the Yard Pipe Painting Project at the Surface Water Treatment Plant.

Summary: We received 6 bids at the May 27<sup>th</sup> bid opening for the Yard Pipe Painting at the Surface Water Treatment Plant. The budgeted amount approved for this project is \$69,000. The low bid amount was submitted by D&M Tank, with a low bid of \$66,800.00.

We have checked the qualifications for D&M Tank, LLC and feel confident in awarding them the project. The bids received were:

D&M Tank, LLC	\$66,800
DSP Industrial, Inc.	\$67,500
Dedicated Tank Services	\$75,800
Blastco Texas, Inc.	\$106,568
CFG Industries	\$125,000
Izzy Tank Specialist, LLC	\$126,000

Fiscal/Budgetary Impact: \$69,000 was budgeted in the Water Plant Capital Outlay account 400-503-49030 for this project

Staff recommends awarding the project to D&M Tank, LLC based on their low bid.



# City of Deer Park

710 E SAN AUGUSTINE  
DEER PARK, TX 77536

## Legislation Details (With Text)

**File #:** MIN 21-064    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** Agenda Ready  
**File created:** 6/7/2021    **In control:** City Council  
**On agenda:** 6/15/2021    **Final action:**  
**Title:** Approval of minutes of workshop meeting on June 1, 2021.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CC\\_MW\\_060221](#)

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Approval of minutes of workshop meeting on June 1, 2021.

Summary:

Fiscal/Budgetary Impact:

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS  
HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON  
JUNE 1, 2021 BEGINNING AT 6:45 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.  
SHERRY GARRISON  
TJ HAIGHT  
TOMMY GINN  
RAE SINOR

MAYOR  
COUNCILWOMAN  
COUNCILMAN  
COUNCILMAN  
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES  
GARY JACKSON  
SHANNON BENNETT

CITY MANAGER  
ASSISTANT CITY MANAGER  
CITY SECRETARY

1. MEETING CALLED TO ORDER – Mayor Mouton called the workshop to order at 6:45 p.m.
2. COMMENTS FROM AUDIENCE – No comments received.
3. PRESENTATION OF THE ECONOMIC ALLIANCE HOUSTON PORT REGION ANNUAL REPORT – President/CEO of the Economic Alliance Houston Port Region Chad Burke gave an overview of the annual report that included the mission statement, footprint of the operations, State GDP along the Houston Ship Channel, COVID-19 impact on vessel movements, OPIS demand on gasoline volume compared to prior years and job losses. Mr. Burke highlighted the economic development, current project pipeline breakdown, 8 hour ozone design values, Beltway 8 Project, State Highway 225 Planning Environmental Linkage (PEL) draft study, Ship Channel infrastructure, public policy, leading the conversation in Industry, informing the Nation and the Quality of Life Grant Program. (Exhibit A1-A9)
4. PRESENTATION AND DISCUSSION OF ISSUES RELATING TO A SCHEDULE OF EVENTS FOR THE PROPOSED SALE OF CERTIFICATES OF OBLIGATION, SERIES 2021, FOR THE CONSTRUCTION OF DEER PARK COMMUNITY DEVELOPMENT CORPORATION (DPCDC) IMPROVEMENTS (COMMUNITY/RECREATION CENTER), AND GENERAL OBLIGATION BONDS, SERIES 2021 – City Financial Advisor John Robuck of BOK Financial Services, Inc., gave a presentation of the financing

plan regarding the proposed issuance of the Certificates of Obligation for the construction of Deer Park Community Development Corporation (DPCDC) improvements (Community/Recreation Center). Mr. Robuck also gave an overview of the current bond market and bond buyer index, estimated debt services requirements, Certificates of Obligation, Series 2021 and the tentative schedule of events. (Exhibit B1-B6)

5. DISCUSSION OF ISSUES RELATING TO A RESOLUTION EXPRESSING INTENT TO ISSUE OBLIGATIONS TO REIMBURSE FOR EXPENDITURES PAID PRIOR TO ISSUANCE OF OBLIGATIONS – The City’s Bond Counsel Jonathan Frels of Bracewell LLP., advised Council of the resolution that authorizes reimbursement for expenditures paid on projects prior to issuance of the obligations and sets the parameters of the expenditures that qualify to be reimbursed from bond funds.
6. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:06 p.m.

ATTEST:

APPROVED:

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Shannon Bennett, TRMC  
City Secretary

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Jerry Mouton, Jr.  
Mayor



## Legislation Details (With Text)

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**File #:** MIN 21-065    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** Agenda Ready  
**File created:** 6/7/2021    **In control:** City Council  
**On agenda:** 6/15/2021    **Final action:**  
**Title:** Approval of minutes of regular meeting on June 1, 2021.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CC\\_MR\\_060221](#)

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Approval of minutes of regular meeting on June 1, 2021.

Summary:

Fiscal/Budgetary Impact:

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1782ND 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 JUNE 1, 2021 AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.  
SHERRY GARRISON  
TJ HAIGHT  
TOMMY GINN  
RAE SINOR

MAYOR  
COUNCILWOMAN  
COUNCILMAN  
COUNCILMAN  
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES  
GARY JACKSON  
SHANNON BENNETT

CITY MANAGER  
ASSISTANT CITY MANAGER  
CITY SECRETARY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.
2. INVOCATION – The invocation was given by Councilwoman Sinor.
3. PLEDGE OF ALLEGIANCE – Councilman Haight led the Pledge of Allegiance to the United States Flag and led the Texas Flag Pledge.
4. COMMENTS FROM THE AUDIENCE –

- a. Jack Beckham, 1105 Briarwood Court, Deer Park, expressed his appreciation for all the work and effort the Parks and Recreation Department and the Public Works Department do and dedicate to the City. Mr. Beckham requested the message be passed along to the Departments and commented, “A citizen has seen it and appreciates their efforts. I am proud to be here and to see everything they do.”

Mr. Beckham expressed his concern about the proposal to the Texas Legislature to move the Battleship Texas. Mr. Beckham asked City Council for their assistance in trying to keep the Battleship Texas where it is currently docked.

Mayor Mouton commented, “Thank you for coming. On behalf of Council, many times we only get the opposite side of the equation. It is very seldom that we have someone take the time to come and thank the Staff. Thank you sir for taking the time.”



5. PRESENTATION OF DONATION TO THE ROSE FROM THE PARKS AND RECREATION DEPARTMENTS ART PARK PLAYERS – Theater Supervisor Susan Mele advised Council of the organization The Rose and thanked Dr. Dixie Melillo and Event/Fundraising Coordinator Shannon McNair for their fortitude and dedication to The Rose. Ms. Mele also recognized Parks and Recreation Director Charlie Sandberg and the Art Park Player Volunteers that worked through the years for the Louise McBee Circle of Life Circle of Wreaths Annual Fundraiser that helped raise over \$60,000. Ms. Mele paid tribute to her mother, Louise McBee and commented, “She was probably the most beautiful community servant I had ever seen. She set such a beautiful example of Christ love.”
6. AWARDING BID FOR A ONE YEAR SUPPLY OF REFUSE BAGS – Motion was made by Councilman Ginn and seconded by Councilwoman Garrison to award the bid for one year supply of refuse bags to Houston Poly Bag, low bidder, in the amount of \$165,800 for 20,000 rolls at a unit price of \$8.29 a roll. Motion carried 5 to 0.
7. AWARDING BID FOR A ONE-YEAR SUPPLY OF GASOLINE AND DIESEL FUEL – Motion was made by Councilwoman Garrison and seconded by Councilman Haight to the contract for a one-year supply of gasoline and diesel fuel to the low bidder, Fikes Wholesale, Inc. Motion carried 5 to 0.
8. CONSENT CALENDAR – Motion was made by Councilman Ginn and seconded by Councilman Haight to approve the consent calendar as follows:
  - a. Approval of minutes of workshop meeting on May 18, 2021.
  - b. Approval of minutes of regular meeting on May 18, 2021.
  - c. Authorization to seek competitive sealed proposals for vendors to provide dinner meals for the Parks and Recreation Department Theatre Division dinner shows.
  - d. Authorization to purchase of a mobile command post and communications trailer. (CCPD Funded).Motion carried 5 to 0.
9. CONSIDERATION OF AND ACTION ON A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS APPROVING A NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION FOR THE CONSTRUCTION OF DEER PARK COMMUNITY DEVELOPMENT CORPORATION (DPCDC) TYPE B FUNDED IMPROVEMENTS (COMMUNITY/RECREATION CENTER) AS RECOMMENDED BY THE (DPCDC) – After a proposed resolution was read by caption, motion was made by Councilwoman Garrison and seconded by Councilwoman Sinor to adopt on first reading Resolution No. 2021-04, captioned as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER  
PARK, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF  
INTENTION TO ISSUE CERTIFICATES OF OBLIGATION;

APPROVING THE PREPARATION OF ONE OR MORE  
PRELIMINARY OFFICIAL STATEMENTS; AND PROVIDING FOR  
THE EFFECTIVE DATE THEREOF.

Motion carried 5 to 0.

10. CONSIDERATION OF AND ACTION TO AUTHORIZE CITY STAFF TO NEGOTIATE A PROFESSIONAL SERVICES CONTRACT WITH BRINKLEY SARGENT WIGINTON ARCHITECTS FOR THE DESIGN OF THE NEW COMMUNITY/RECREATION CENTER AS RECOMMENDED BY THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION (DPCDC) – Motion was made by Councilman Haight and seconded by Councilwoman Sinor to authorize City Staff to negotiate a professional services contract with Brinkley Sargent Wiginton Architects for the design of the new Community/Recreation Center as recommended by the Deer Park Community Development Corporation (DPCDC). Motion carried 5 to 0.
11. CONSIDERATION OF AND ACTION ON A CONTRACT WITH THE ECONOMIC ALLIANCE HOUSTON PORT REGION FOR ECONOMIC DEVELOPMENT SERVICES – Motion was made by Councilman Haight and seconded by Councilwoman Sinor to approve a contract with the Economic Alliance Houston Port Region for Economic Development services. Motion carried 5 to 0.
12. CONSIDERATION OF AND ACTION ON PURCHASING SERVICES OF ATLAS UNIVERSAL ROOFING, INC. FOR A ROOF REPLACEMENT AT THE SURFACE WATER TREATMENT PLANT – Motion was made by Councilman Ginn and seconded by Councilman Haight to approve purchasing services of Atlas Universal Roofing, Inc. for a roof replacement at the Surface Water Treatment Plant. Motion carried 5 to 0.
13. CONSIDERATION OF AND ACTION ON A PURCHASE OF A REPLACEMENT VEHICLE FOR THE PARKS AND RECREATION DEPARTMENT SENIOR SERVICES DIVISION VIA THE GOOD BUY COOPERATIVE PURCHASING CONTRACT 21 8F000 – Motion was made by Councilwoman Garrison and seconded by Councilman Haight to approve the purchase of a replacement vehicle for the Parks and Recreation Department Senior Services Division via the Good Buy Cooperative Purchasing Contract 21 8F000. Motion carried 5 to 0.
14. CONSIDERATION OF AND ACTION ON A RESOLUTION EXPRESSING INTENT TO ISSUE OBLIGATIONS TO REIMBURSE FOR EXPENDITURES PAID PRIOR TO ISSUANCE OF OBLIGATIONS – After a proposed resolution was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Haight to adopt on first reading Resolution No. 2021-05, captioned as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK  
EXPRESSING INTENT TO ISSUE OBLIGATIONS TO REIMBURSE FOR  
EXPENDITURES PAID PRIOR TO ISSUANCE OF OBLIGATIONS.

Motion carried 5 to 0.

15. ADJOURN – Mayor Mouton adjourned the meeting at 7:50 p.m.

ATTEST:

APPROVED:

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Shannon Bennett, TRMC  
City Secretary

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Jerry Mouton, Jr.  
Mayor



## Legislation Details (With Text)

**File #:** TAXR 21-055 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 5/27/2021 **In control:** City Council  
**On agenda:** 6/15/2021 **Final action:**  
**Title:** Approval of tax refund to TTT Bayou Business Park LLC in the amount of \$2,809.49 due to a value decrease granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Approval of tax refund to TTT Bayou Business Park LLC in the amount of \$2,809.49 due to a value decrease granted by Harris County Appraisal District.

### 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:

TTT Bayou Business Park LLC in the total amount of \$2,809.49 due to a value decrease granted by Harris County Appraisal District on the 2020 Correction Roll #09 (Acct. #011-319-000-0134).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to TTT Bayou Business Park LLC.



## Legislation Details (With Text)

**File #:** TAXR 21-056 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 5/27/2021 **In control:** City Council  
**On agenda:** 6/15/2021 **Final action:**  
**Title:** Approval of tax refund to TTT Bayou Business Park LLC in the amount of \$1,466.56 due to a value decrease granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Approval of tax refund to TTT Bayou Business Park LLC in the amount of \$1,466.56 due to a value decrease granted by Harris County Appraisal District.

### 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:

TTT Bayou Business Park LLC in the total amount of \$1,466.56 due to a value decrease granted by Harris County Appraisal District on the 2020 Correction Roll #09 (Acct. #011-319-000-0212).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to TTT Bayou Business Park LLC.



## Legislation Details (With Text)

**File #:** TAXR 21-057 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 5/27/2021 **In control:** City Council  
**On agenda:** 6/15/2021 **Final action:**  
**Title:** Approval of tax refund to Framo Houston Inc. in the amount of \$1,704.80 due to a value decrease granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Approval of tax refund to Framo Houston Inc. in the amount of \$1,704.80 due to a value decrease granted by Harris County Appraisal District.

### 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:

Framo Houston Inc. in the total amount of \$1,704.80 due to a value decrease granted by Harris County Appraisal District on the 2020 Correction Roll #09 (Acct. #017-361-3).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Framo Houston Inc.



## Legislation Details (With Text)

**File #:** TAXR 21-058 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 5/27/2021 **In control:** City Council  
**On agenda:** 6/15/2021 **Final action:**  
**Title:** Approval of tax refund to W. D. Phylas Lawther EST/PSP in the amount of \$521.93 due to a value decrease granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Approval of tax refund to W. D. Phylas Lawther EST/PSP in the amount of \$521.93 due to a value decrease granted by Harris County Appraisal District.

### 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:

W. D. Phylas Lawther EST/PSP in the total amount of \$521.93 due to a value decrease granted by Harris County Appraisal District on the 2020 Correction Roll #09 (Acct. #093-492-000-0024).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to W. D. Phylas Lawther EST/PSP.



## Legislation Details (With Text)

**File #:** TAXR 21-059 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 5/27/2021 **In control:** City Council  
**On agenda:** 6/15/2021 **Final action:**  
**Title:** Approval of tax refund to Prdpark Holdings LLC in the amount of \$1,351.87 due to a value decrease granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Approval of tax refund to Prdpark Holdings LLC in the amount of \$1,351.87 due to a value decrease granted by Harris County Appraisal District.

### 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:

Prdpark Holdings LLC in the total amount of \$1,351.87 due to a value decrease granted by Harris County Appraisal District on the 2020 Correction Roll #09 (Acct. #125-102-001-0007).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Prdpark Holdings LLC.





## Legislation Details (With Text)

**File #:** TAXR 21-060 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 5/27/2021 **In control:** City Council  
**On agenda:** 6/15/2021 **Final action:**  
**Title:** Approval of tax refund to Herbert P. & Connie C. Woitena in the amount of \$775.31 due to a homestead exemption, a disability, and a freeze change granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Approval of tax refund to Herbert P. & Connie C. Woitena in the amount of \$775.31 due to a homestead exemption, a disability, and a freeze change granted by Harris County Appraisal District.

### 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:

Herbert P. & Connie C. Woitena in the total amount of \$775.31 due to a homestead exemption, a disability, and a freeze change granted by Harris County Appraisal District on the 2020 Correction Roll #09 (Acct. #126-324-003-0025).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Herbert P. & Connie C. Woitena.



## Legislation Details (With Text)

**File #:** TAXR 21-061 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 5/27/2021 **In control:** City Council  
**On agenda:** 6/15/2021 **Final action:**  
**Title:** Approval of tax refund to Refund Advisory Corp. in the amount of \$673.49 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Approval of tax refund to Refund Advisory Corp. in the amount of \$673.49 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.

### 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:

Refund Advisory Corp. in the total amount of \$673.49 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District on the 2020 Correction Roll #09 (Acct. #100-554-000-0020).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Refund Advisory Corp.



## Legislation Details (With Text)

**File #:** TAXR 21-062 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 5/27/2021 **In control:** City Council  
**On agenda:** 6/15/2021 **Final action:**  
**Title:** Approval of tax refund to Lifting Gear Hire Corporation in the amount of \$2,136.74 due to a value decrease granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Approval of tax refund to Lifting Gear Hire Corporation in the amount of \$2,136.74 due to a value decrease granted by Harris County Appraisal District.

### 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:

Lifting Gear Hire Corporation in the total amount of \$2,136.74 due to a value decrease granted by Harris County Appraisal District on the 2020 Correction Roll #09 (Acct. #135-149-001-0007).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Lifting Gear Hire Corporation.



## Legislation Details (With Text)

**File #:** TAXR 21-063 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 5/27/2021 **In control:** City Council  
**On agenda:** 6/15/2021 **Final action:**  
**Title:** Approval of tax refund to Interurban Wilshire, LLC in the amount of \$11,423.00 due to a value decrease granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Approval of tax refund to Interurban Wilshire, LLC in the amount of \$11,423.00 due to a value decrease granted by Harris County Appraisal District.

### 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:

Interurban Wilshire, LLC in the total amount of \$11,423.00 due to a value decrease granted by Harris County Appraisal District on the 2020 Correction Roll #09 (Acct. #011-319-000-0076).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Interurban Wilshire, LLC.



## Legislation Details (With Text)

**File #:** TAXR 21-064 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 5/27/2021 **In control:** City Council  
**On agenda:** 6/15/2021 **Final action:**  
**Title:** Approval of tax refund to Victory Park LLC in the amount of \$16,144.32 due to a value decrease granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Approval of tax refund to Victory Park LLC in the amount of \$16,144.32 due to a value decrease granted by Harris County Appraisal District.

### 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:

Victory Park LLC in the total amount of \$16,144.32 due to a value decrease granted by Harris County Appraisal District on the 2020 Correction Roll #09 (Acct. #140-911-001-0001).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Victory Park LLC.



## Legislation Details (With Text)

**File #:** TAXR 21-065 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 5/27/2021 **In control:** City Council  
**On agenda:** 6/15/2021 **Final action:**  
**Title:** Approval of tax refund to Partnership Underwood LP in the amount of \$4,809.08 due to a value decrease granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Approval of tax refund to Partnership Underwood LP in the amount of \$4,809.08 due to a value decrease granted by Harris County Appraisal District.

### 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:

Partnership Underwood LP in the total amount of \$4,809.08 due to a value decrease granted by Harris County Appraisal District on the 2019 Correction Roll #21 (Acct. #023-145-000-0636).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Partnership Underwood LP.



## Legislation Details (With Text)

**File #:** TAXR 21-066 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 5/27/2021 **In control:** City Council  
**On agenda:** 6/15/2021 **Final action:**  
**Title:** Approval of tax refund to Partnership Underwood LP in the amount of \$5,806.82 due to a value decrease granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Approval of tax refund to Partnership Underwood LP in the amount of \$5,806.82 due to a value decrease granted by Harris County Appraisal District.

### 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:

Partnership Underwood LP in the total amount of \$5,806.82 due to a value decrease granted by Harris County Appraisal District on the 2019 Correction Roll #21 (Acct. #023-145-000-0646).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Partnership Underwood LP.



## Legislation Details (With Text)

**File #:** TAXR 21-067 **Version:** 1 **Name:**  
**Type:** Tax Refund **Status:** Agenda Ready  
**File created:** 5/27/2021 **In control:** City Council  
**On agenda:** 6/15/2021 **Final action:**  
**Title:** Approval of tax refund to Stockard Realty Partnership LTD in the amount of \$2,664.82 due to a value decrease granted by Harris County Appraisal District.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Approval of tax refund to Stockard Realty Partnership LTD in the amount of \$2,664.82 due to a value decrease granted by Harris County Appraisal District.

### 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:

Stockard Realty Partnership LTD in the total amount of \$2,664.82 due to a value decrease granted by Harris County Appraisal District on the 2019 Correction Roll #21 (Acct. #129-772-001-0003).

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Stockard Realty Partnership LTD.





## Legislation Details (With Text)

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**File #:** TAXR 21-068   **Version:** 1   **Name:**

**Type:** Tax Refund   **Status:** Agenda Ready

**File created:** 5/27/2021   **In control:** City Council

**On agenda:** 6/15/2021   **Final action:**

**Title:** Approval of tax refund to Corelogic in the amount of \$1,137.47 due to an overpayment granted by Harris County Appraisal District.

**Sponsors:** Finance

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Approval of tax refund to Corelogic in the amount of \$1,137.47 due to an overpayment granted by Harris County Appraisal District.

### 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 \$1,137.47 due to an overpayment on Account #105-551-000-0015.

### Fiscal/Budgetary Impact:

None.

Approve the tax refund to Corelogic.



## Legislation Details (With Text)

**File #:** AUT 21-026    **Version:** 1    **Name:**  
**Type:** Authorization    **Status:** Agenda Ready  
**File created:** 6/8/2021    **In control:** City Council  
**On agenda:** 6/15/2021    **Final action:**  
**Title:** Authorization to seek Request for Qualifications (RFQ) for professional engineering services for the planning, design and construction phase services for the 2021 Street Improvement project.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Authorization to seek Request for Qualifications (RFQ) for professional engineering services for the planning, design and construction phase services for the 2021 Street Improvement project.

### Summary:

Deer Park voters recently approved the issuance of General Obligation Bonds for the 2021 Street Improvement Project. Staff is ready to move forward with sending out RFQ's, short listing three qualified firms and setting up interviews before the Architect & Engineering Selection committee.

### Fiscal/Budgetary Impact:

\$4,000,000 will be available for street improvements out of the 2021 GO Bond Sale, which will cover the total cost of the project, including design, construction, acquisition of streets, sidewalks and related storm drainage and paving improvements. A second bond sale for street improvements in the amount of \$3,200,000 is tentatively planned for the fall of 2022.

Approval to seek Requests for Qualification (RFQ) for 2021 Street Bond project.





## Legislation Details (With Text)

**File #:** ACT 21-013    **Version:** 1    **Name:**  
**Type:** Acceptance    **Status:** Agenda Ready  
**File created:** 6/3/2021    **In control:** City Council  
**On agenda:** 6/15/2021    **Final action:**  
**Title:** Acceptance of completion of the renovations to the golf course bunkers at the Battleground Golf Course by Fusion Golf, LTD.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Acceptance of completion of the renovations to the golf course bunkers at the Battleground Golf Course by Fusion Golf, LTD.

**Summary:**

Fusion Golf has completed the bunker renovations at the Battleground Golf Course and is now ready for City Council acceptance and close out of the contract. The project was completed for \$168,804.60, which is the original contracted amount.

The project is completed and the contract is ready to be closed out.

Attached is a copy for the final payment.

\$169,000	Golf Course Fund - 49030	FY 20-21 Capital Outlay
\$168,804.60		<u>Proposal from Fusion Golf LTD</u>
\$195.40	Remaining Funds for project in Golf Course Fund -	
49030		

Recommendation is to accept of the renovations to the golf course bunkers at the Battleground Golf Course by Fusion Golf, LTD.



## Legislation Details (With Text)

**File #:** ACT 21-014    **Version:** 1    **Name:**  
**Type:** Acceptance    **Status:** Agenda Ready  
**File created:** 6/7/2021    **In control:** City Council  
**On agenda:** 6/15/2021    **Final action:**  
**Title:** Acceptance of the Quarterly Financial Report for the Fiscal Year 2020-2021 second quarter ended March 31, 2021.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:** [2021 2Q Financial Report](#)

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Acceptance of the Quarterly Financial Report for the Fiscal Year 2020-2021 second quarter ended March 31, 2021.

### Summary:

The City's quarterly financial report for the Fiscal Year 2020-2021 second quarter ended March 31, 2021 reports the preliminary and unaudited results for the first six months of the fiscal year (October 2020 - March 2021). In summary, the fiscal year-to-date revenues of the Governmental Funds - the General, Debt Service, Golf Course Lease, Special Revenue, and Capital Improvement Bond Funds - are approximately \$48.9 million. The annual budget for these revenues, as amended, is \$56.4 million. Revenues primarily represent ad valorem (property) taxes. These tax collections for residential and commercial properties, including delinquent taxes and associated penalties and interest, are \$21.5 million through March 2021. The industrial in-lieu of taxes revenues of \$12.6 million through March 2021 represent 102.6 percent of the amount budgeted for these revenues. The City's sales tax revenues of \$2.2 million through the second quarter are 11.7 percent lower than the prior year's second quarter to-date. While the unfavorable comparison to the prior year reflects the ongoing impact of Covid-19, these revenues are also being impacted by changes resulting from federal legislation effective in July 2020 prohibiting state and local sales tax on internet service. Total expenditures of the Governmental Funds are approximately \$33.7 million for the second quarter to-date, similar to the results for the prior year.

Total Utility Fund revenues, including the Water/Sewer Fund and the Storm Water Fund, total approximately \$5.2 million through March 2021, which is 5.2 percent below the prior year's second quarter to-date results as a result of the lower storm water revenue. The water and sewer revenue, which are 9.1 percent higher than the prior year, reflects the 5 percent rate increase in the new fiscal year and increased water usage for the second quarter to-date. Total expenses of these enterprise funds are \$5.8 million for the second quarter to-date, which is 18.0 percent lower than the prior year's

results.

The \$1.9 million of expenditures in the Capital Improvements Fund for the second quarter to-date primarily represent drainage projects but also include sidewalk projects, the Dow Park concession stand, new signs, and traffic signal preemption equipment.

Revenues for the special revenue districts (the Crime Control and Prevention District and the Fire Control Prevention and EMS District), primarily represent sales tax collections. For the first half of the fiscal year, combined revenues for both districts total \$1.1 million, which is 10.9 percent lower than the prior year's second quarter to-date. Combined expenditures total \$1.1 million, which is 35.7 percent lower than the prior year's second quarter to-date (note: the prior year's capital expenditures included vehicles and equipment).

Second quarter to-date revenues of \$1.1 million for the City's Type B Corporation, the Deer Park Community Development Corporation ("Corporation"), primarily represent sales tax collections and are 11.7 percent lower than the prior year's second quarter to-date. Expenditures of \$1.2 million in the second quarter primarily represent the semi-annual debt service payments but also include the \$2,000 annual audit fee.

Fiscal/Budgetary Impact:

N/A.

Accept the quarterly financial report for the Fiscal Year 2020-2021 second quarter ended March 31, 2021.



**FISCAL YEAR 2021**  
**QUARTERLY FINANCIAL REPORT**  
**FOR THE SECOND QUARTER ENDED**  
**March 31, 2021**  
**(Preliminary & Unaudited)**

**CITY OF DEER PARK  
FISCAL YEAR 2021  
QUARTERLY FINANCIAL REPORT  
SECOND QUARTER ENDED MARCH 31, 2021  
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**CITY OF DEER PARK**  
**SUMMARY STATEMENT OF REVENUES & EXPENDITURES**  
**SIX MONTHS ENDED MARCH 31, 2021 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 3/31/2021	Qtr 3 6/30/2021	Qtr 4 9/30/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b>GOVERNMENTAL FUNDS</b>								
<b>REVENUE SUMMARY:</b>								
General Fund	\$ 21,796,399	\$ 13,722,733	\$ -	\$ -	\$ 35,519,132	\$ 45,507,644	\$ 9,988,512	21.95%
Debt Service Fund	2,147,831	11,016,707	-	-	13,164,538	6,197,672	(6,966,866)	**
Golf Course Lease Fund	-	-	-	-	-	507,820	507,820	100.00%
Special Revenue Funds	39,589	163,636	-	-	203,225	4,227,464	4,024,239	95.19%
Capital Improvement Bond Funds	1,438	4,487	-	-	5,925	-	(5,925)	*
<b>Total Governmental Funds Revenue</b>	<b>23,985,257</b>	<b>24,907,563</b>	<b>-</b>	<b>-</b>	<b>48,892,820</b>	<b>56,440,600</b>	<b>7,547,780</b>	<b>13.37%</b>
<b>EXPENDITURE SUMMARY:</b>								
<b>General Fund</b>								
General & Administrative	1,810,334	1,869,247	-	-	3,679,581	9,137,385	5,457,804	59.73%
Police Department & Humane Services	2,467,934	2,535,191	-	-	5,003,125	11,155,127	6,152,002	55.15%
Fire Department & Emergency Services	603,708	770,373	-	-	1,374,081	4,399,235	3,025,154	68.77%
Planning & Development	305,331	308,123	-	-	613,454	1,304,331	690,877	52.97%
Sanitation	1,016,188	1,318,689	-	-	2,334,877	4,630,145	2,295,268	49.57%
Street Maintenance	262,955	302,344	-	-	565,299	2,084,303	1,519,004	72.88%
Parks & Recreation	1,417,365	1,396,723	-	-	2,814,088	5,576,259	2,762,171	49.53%
Library	238,608	277,383	-	-	515,991	1,176,773	660,782	56.15%
Other	299,342	329,687	-	-	629,029	838,494	209,465	24.98%
Employee Benefits	-	-	-	-	-	-	-	*
Operating Transfers	-	-	-	-	-	2,428,276	2,428,276	100.00%
<b>Total General Fund</b>	<b>8,421,765</b>	<b>9,107,760</b>	<b>-</b>	<b>-</b>	<b>17,529,525</b>	<b>42,730,328</b>	<b>25,200,803</b>	<b>58.98%</b>
<b>Debt Service Fund</b>	<b>450</b>	<b>12,933,461</b>	<b>-</b>	<b>-</b>	<b>12,933,911</b>	<b>6,197,672</b>	<b>(6,736,239)</b>	<b>**</b>
<b>Golf Course Lease Fund</b>	<b>31,465</b>	<b>87,149</b>	<b>-</b>	<b>-</b>	<b>118,614</b>	<b>507,820</b>	<b>389,206</b>	<b>76.64%</b>
<b>Special Revenue Funds</b>	<b>105,074</b>	<b>70,620</b>	<b>-</b>	<b>-</b>	<b>175,694</b>	<b>4,221,211</b>	<b>4,045,517</b>	<b>95.84%</b>
<b>Capital Improvement Bond Funds</b>	<b>822,096</b>	<b>2,123,386</b>	<b>-</b>	<b>-</b>	<b>2,945,484</b>	<b>-</b>	<b>(2,945,484)</b>	<b>*</b>
<b>Total Governmental Funds Expenditures</b>	<b>9,380,852</b>	<b>24,322,376</b>	<b>-</b>	<b>-</b>	<b>33,703,228</b>	<b>53,657,031</b>	<b>19,953,803</b>	<b>37.19%</b>
<b>Governmental Funds Revenues O/(U) Expenditures</b>	<b>\$ 14,604,405</b>	<b>\$ 585,187</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,189,592</b>	<b>\$ 2,783,569</b>		
<b>UTILITY FUNDS</b>								
<b>REVENUE SUMMARY:</b>								
Water/Sewer Fund	\$ 2,044,315	\$ 2,956,311	\$ -	\$ -	\$ 5,000,626	\$ 12,367,227	\$ 7,366,601	59.57%
Storm Water Fund	60,748	92,096	-	-	152,844	404,028	251,184	62.17%
Other	4	12	-	-	16	-	(16)	*
<b>Total Utility Fund Revenue</b>	<b>2,105,067</b>	<b>3,048,419</b>	<b>-</b>	<b>-</b>	<b>5,153,486</b>	<b>12,771,255</b>	<b>7,617,769</b>	<b>59.65%</b>
<b>EXPENSES SUMMARY:</b>								
General & Administrative	297,422	270,472	-	-	567,894	1,190,039	622,145	52.28%
Water Expenses	897,016	1,343,297	-	-	2,240,313	5,534,110	3,293,797	59.52%
Sewer Expenses	260,105	316,128	-	-	576,233	1,510,651	934,418	61.86%
Storm Water Expenses	-	-	-	-	-	-	-	-
Debt Service & Related Fees	1,550	2,160,193	-	-	2,161,743	2,797,979	636,236	22.74%
Operating Transfers	-	-	-	-	-	159,993	159,993	100.00%
Other	142,056	121,311	-	-	263,367	673,689	410,322	60.91%
Employee Benefits	18,607	16,349	-	-	34,956	67,150	32,194	47.94%
<b>Total Utility Fund Expenses</b>	<b>1,616,756</b>	<b>4,227,750</b>	<b>-</b>	<b>-</b>	<b>5,844,506</b>	<b>11,933,611</b>	<b>6,089,105</b>	<b>51.02%</b>
<b>Utility Fund Revenues O/(U) Expenses</b>	<b>\$ 488,311</b>	<b>\$ (1,179,331)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (691,020)</b>	<b>\$ 837,644</b>		
<b>CAPITAL IMPROVEMENTS FUND</b>								
<b>REVENUE SUMMARY:</b>								
Capital Improvements Fund Revenue	\$ 1,006,001	\$ 43	\$ -	\$ -	\$ 1,006,044	\$ 4,486,060	\$ 3,480,016	77.57%
<b>Total Capital Improvements Fund Revenue</b>	<b>1,006,001</b>	<b>43</b>	<b>-</b>	<b>-</b>	<b>1,006,044</b>	<b>4,486,060</b>	<b>3,480,016</b>	<b>77.57%</b>
<b>EXPENDITURE SUMMARY:</b>								
General Government	-	-	-	-	-	250,000	250,000	100.00%
IT Services	-	-	-	-	-	-	-	-
Emergency Management	-	-	-	-	-	-	-	-
Emergency Medical Services	-	-	-	-	-	-	-	-
Planning & Development	389,660	831,558	-	-	1,221,218	2,040,000	818,782	40.14%
Street Maintenance	42,069	352,498	-	-	394,567	300,000	(94,567)	**
Parks & Rec Administration	59,449	25,008	-	-	84,457	95,000	10,543	11.10%
Park Maintenance	950	196,095	-	-	197,045	197,000	(45)	**
Recreation	-	-	-	-	-	-	-	-
Athletics & Aquatics	-	-	-	-	-	-	-	-
Building Maintenance	-	10,186	-	-	10,186	145,500	135,314	93.00%
Drama	-	-	-	-	-	-	-	-
Drainage Improvements	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	750,000	750,000	100.00%
<b>Total Capital Improvements Fund Expenditures</b>	<b>492,128</b>	<b>1,415,345</b>	<b>-</b>	<b>-</b>	<b>1,907,473</b>	<b>3,777,500</b>	<b>1,870,027</b>	<b>49.50%</b>
<b>Capital Improvements Fund Revenues O/(U) Expenditures</b>	<b>\$ 513,873</b>	<b>\$ (1,415,302)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (901,429)</b>	<b>\$ 708,560</b>		

\* Line item not budgeted.  
\*\* YTD actual exceeds budget.

**CITY OF DEER PARK**  
**SUMMARY STATEMENT OF REVENUES & EXPENDITURES**  
**SIX MONTHS ENDED MARCH 31, 2021 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 3/31/2021	Qtr 3 6/30/2021	Qtr 4 9/30/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b><u>FIDUCIARY FUNDS</u></b>								
<b>REVENUE SUMMARY:</b>								
Senior Citizens Fund	\$ 13	\$ 35	\$ -	\$ -	\$ 48	\$ -	\$ (48)	*
<b>Total Fiduciary Funds Revenue</b>	<b>13</b>	<b>35</b>	<b>-</b>	<b>-</b>	<b>48</b>	<b>-</b>	<b>(48)</b>	<b>*</b>
<b>EXPENDITURE SUMMARY:</b>								
Senior Citizens Fund	-	-	-	-	-	-	-	*
<b>Total Fiduciary Funds Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>*</b>
<b>Fiduciary Funds Revenues O/(U) Expenditures</b>	<b>\$ 13</b>	<b>\$ 35</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 48</b>	<b>\$ -</b>		
<b><u>SPECIAL REVENUE DISTRICTS</u></b>								
<b>REVENUE SUMMARY:</b>								
Crime Control and Prevention District	\$ 136,678	\$ 391,022	\$ -	\$ -	\$ 527,700	\$ 5,601,509	\$ 5,073,809	90.58%
Fire Control Prevention and EMS District	135,312	390,657	-	-	525,969	1,568,172	1,042,203	66.46%
<b>Total Special Revenue Districts Revenue</b>	<b>271,990</b>	<b>781,679</b>	<b>-</b>	<b>-</b>	<b>1,053,669</b>	<b>7,169,681</b>	<b>6,116,012</b>	<b>85.30%</b>
<b>EXPENDITURE SUMMARY:</b>								
Crime Control and Prevention District	247,551	233,917	-	-	481,468	5,601,509	5,120,041	91.40%
Fire Control Prevention and EMS District	327,324	341,060	-	-	668,384	1,568,172	899,788	57.38%
<b>Total Special Revenue Districts Expenditures</b>	<b>574,875</b>	<b>574,977</b>	<b>-</b>	<b>-</b>	<b>1,149,852</b>	<b>7,169,681</b>	<b>6,019,829</b>	<b>83.96%</b>
<b>Special Revenue Districts Revenues O/(U) Expenditures</b>	<b>\$ (302,885)</b>	<b>\$ 206,702</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (96,183)</b>	<b>\$ -</b>		
<b><u>TYPE B CORPORATION</u></b>								
<b>REVENUE SUMMARY:</b>								
Deer Park Community Development Corporation	\$ 273,997	\$ 805,440	\$ -	\$ -	\$ 1,079,437	\$ 2,702,500	\$ 1,623,063	60.06%
<b>Total DPCDC Fund Revenue</b>	<b>273,997</b>	<b>805,440</b>	<b>-</b>	<b>-</b>	<b>1,079,437</b>	<b>2,702,500</b>	<b>1,623,063</b>	<b>60.06%</b>
<b>EXPENDITURE SUMMARY:</b>								
Deer Park Community Development Corporation	-	1,178,188	-	-	1,178,188	1,909,430	731,242	38.30%
<b>Total DPCDC Fund Expenditures</b>	<b>-</b>	<b>1,178,188</b>	<b>-</b>	<b>-</b>	<b>1,178,188</b>	<b>1,909,430</b>	<b>731,242</b>	<b>38.30%</b>
<b>DPCDC Revenues O/(U) Expenditures</b>	<b>\$ 273,997</b>	<b>\$ (372,748)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (98,751)</b>	<b>\$ 793,070</b>		
<b><u>FUND BALANCE</u></b>								
Beginning Fund Balance - General Fund	\$ 46,710,934	\$ 60,085,568	\$ -	\$ -	\$ 46,710,934			
Revenues Over/(Under) Expenditures	13,374,634	4,614,973	-	-	17,989,607			
<b>Ending Fund Balance - General Fund</b>	<b>\$ 60,085,568</b>	<b>\$ 64,700,541</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 64,700,541</b>			
Beginning Fund Balance - Water Sewer Fund	\$ 18,940,971	\$ 19,432,485	\$ -	\$ -	\$ 18,940,971			
Revenues Over/(Under) Expenditures	491,514	(1,227,861)	-	-	(736,347)			
<b>Ending Fund Balance - Water Sewer Fund</b>	<b>\$ 19,432,485</b>	<b>\$ 18,204,624</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,204,624</b>			

\* Line item not budgeted.  
\*\* YTD actual exceeds budget.

**CITY OF DEER PARK  
SUMMARY STATEMENT OF REVENUES & EXPENDITURES  
SIX MONTHS ENDED MARCH 31, 2021 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Prior Fiscal Year			
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	FY21	FY20	Difference	FY20
	12/31/2020	3/31/2021	6/30/2021	9/30/2021	YTD Actual	YTD Actual	O/(U) Prior YTD	FYE Total
<b><u>GOVERNMENTAL FUNDS</u></b>								
<b>REVENUE SUMMARY:</b>								
General Fund	\$ 21,796,399	\$ 13,722,733	\$ -	\$ -	\$ 35,519,132	\$ 34,703,813	\$ 815,319	\$ 48,066,781
Debt Service Fund	2,147,831	11,016,707	-	-	13,164,538	10,657,174	2,507,364	10,712,775
Golf Course Lease Fund	-	-	-	-	-	19,613	(19,613)	533,438
Special Revenue Funds	39,589	163,636	-	-	203,225	270,924	(67,699)	1,757,264
Capital Improvement Bond Funds	1,438	4,487	-	-	5,925	2,558,263	(2,552,338)	3,350,836
<b>Total Governmental Funds Revenue</b>	<b>23,985,257</b>	<b>24,907,563</b>	<b>-</b>	<b>-</b>	<b>48,892,820</b>	<b>48,209,787</b>	<b>683,033</b>	<b>64,421,094</b>
<b>EXPENDITURE SUMMARY:</b>								
<b><u>General Fund</u></b>								
General & Administrative	1,810,334	1,869,247	-	-	3,679,581	3,893,120	(213,539)	11,564,138
Police Department & Humane Services	2,467,934	2,535,191	-	-	5,003,125	5,177,322	(174,197)	10,896,816
Fire Department & Emergency Services	603,708	770,373	-	-	1,374,081	1,286,374	87,707	4,383,801
Planning & Development	305,331	308,123	-	-	613,454	609,497	3,957	1,297,866
Sanitation	1,016,188	1,318,689	-	-	2,334,877	2,017,893	316,984	4,553,478
Street Maintenance	262,955	302,344	-	-	565,299	647,126	(81,827)	1,375,207
Parks & Recreation	1,417,365	1,396,723	-	-	2,814,088	3,133,983	(319,895)	6,484,041
Library	238,608	277,383	-	-	515,991	526,960	(10,969)	1,115,192
Other	299,342	329,687	-	-	629,029	580,610	48,419	1,355,407
Operating Transfers	-	-	-	-	-	-	-	-
<b>Total General Fund</b>	<b>8,421,765</b>	<b>9,107,760</b>	<b>-</b>	<b>-</b>	<b>17,529,525</b>	<b>17,872,885</b>	<b>(343,360)</b>	<b>43,025,946</b>
<u>Debt Service Fund</u>	450	12,933,461	-	-	12,933,911	9,798,140	3,135,771	10,321,108
<u>Golf Course Lease Fund</u>	31,465	87,149	-	-	118,614	145,718	(27,104)	533,438
<u>Special Revenue Funds</u>	105,074	70,620	-	-	175,694	546,779	(371,085)	1,757,382
<u>Capital Improvement Bond Funds</u>	822,098	2,123,386	-	-	2,945,484	5,216,847	(2,271,363)	3,247,483
<b>Total Governmental Funds Expenditures</b>	<b>9,380,852</b>	<b>24,322,376</b>	<b>-</b>	<b>-</b>	<b>33,703,228</b>	<b>33,580,369</b>	<b>122,859</b>	<b>58,685,357</b>
<b>Governmental Funds Revenues O/(U) Expenditures</b>	<b>\$ 14,604,405</b>	<b>\$ 585,187</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,189,592</b>	<b>\$ 14,629,418</b>	<b>\$ 560,174</b>	<b>\$ 5,535,737</b>
<b><u>UTILITY FUNDS</u></b>								
<b>REVENUE SUMMARY:</b>								
Water/Sewer Fund	\$ 2,044,315	\$ 2,956,311	\$ -	\$ -	\$ 5,000,626	\$ 4,583,830	\$ 416,796	\$ 11,785,042
Storm Water Fund	60,748	92,096	-	-	152,844	540,448	(387,604)	571,302
Other	4	12	-	-	16	312,119	(312,103)	752,825
<b>Total Utility Funds Revenue</b>	<b>2,105,067</b>	<b>3,048,419</b>	<b>-</b>	<b>-</b>	<b>5,153,486</b>	<b>5,436,397</b>	<b>(282,911)</b>	<b>13,109,169</b>
<b>EXPENSES SUMMARY:</b>								
General & Administrative	297,422	270,472	-	-	567,894	532,750	35,144	1,091,625
Water Expenses	897,016	1,343,297	-	-	2,240,313	2,926,665	(686,352)	5,303,322
Sewer Expenses	260,105	316,128	-	-	576,233	508,991	67,242	1,162,355
Storm Water Expenses	-	-	-	-	-	25,193	(25,193)	454,198
Debt Service & Related Fees	1,550	2,160,193	-	-	2,161,743	2,522,494	(360,751)	3,141,130
Operating Transfers	-	-	-	-	-	-	-	143,680
Other	142,056	121,311	-	-	263,367	583,171	(319,804)	664,079
Employee Benefits	18,607	16,349	-	-	34,956	32,401	2,555	50,352
<b>Total Utility Funds Expenses</b>	<b>1,616,756</b>	<b>4,227,750</b>	<b>-</b>	<b>-</b>	<b>5,844,506</b>	<b>7,131,665</b>	<b>(1,287,159)</b>	<b>12,010,741</b>
<b>Utility Funds Revenues O/(U) Expenses</b>	<b>\$ 488,311</b>	<b>\$ (1,179,331)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (691,020)</b>	<b>\$ (1,695,268)</b>	<b>\$ 1,004,248</b>	<b>\$ 1,098,428</b>
<b><u>CAPITAL IMPROVEMENTS FUND</u></b>								
<b>REVENUE SUMMARY:</b>								
Capital Improvements Fund Revenue	\$ 1,006,001	\$ 43	\$ -	\$ -	\$ 1,006,044	\$ 1,006	\$ (1,005,038)	\$ 3,027,754
<b>Total Capital Improvements Fund Revenue</b>	<b>1,006,001</b>	<b>43</b>	<b>-</b>	<b>-</b>	<b>1,006,044</b>	<b>1,006</b>	<b>(1,005,038)</b>	<b>3,027,754</b>
<b>EXPENDITURE SUMMARY:</b>								
General Government	-	-	-	-	-	2,845	(2,845)	6,793
IT Services	-	-	-	-	-	-	-	1,731
Emergency Management	-	-	-	-	-	-	-	178,313
Emergency Medical Services	-	-	-	-	-	311,690	(311,690)	314,755
Planning & Development	389,660	831,558	-	-	1,221,218	-	1,221,218	563,996
Street Maintenance	42,069	352,498	-	-	394,567	656,722	(262,155)	656,922
Parks & Rec Administration	59,449	25,008	-	-	84,457	-	84,457	-
Park Maintenance	950	196,095	-	-	197,045	157	196,888	73,256
Recreation	-	-	-	-	-	-	-	26,826
Building Maintenance	-	10,186	-	-	10,186	10,203	(17)	63,616
Drama	-	-	-	-	-	-	-	2,174
Operating Transfers	-	-	-	-	-	-	-	5,608
<b>Total Capital Improvements Fund Expenditures</b>	<b>492,128</b>	<b>1,415,345</b>	<b>-</b>	<b>-</b>	<b>1,907,473</b>	<b>981,617</b>	<b>925,856</b>	<b>1,893,990</b>
<b>Capital Improvements Fund Revenues O/(U) Expenditures</b>	<b>\$ 513,873</b>	<b>\$ (1,415,302)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (901,429)</b>	<b>\$ (980,611)</b>	<b>\$ (1,930,894)</b>	<b>\$ 1,133,764</b>

**CITY OF DEER PARK  
SUMMARY STATEMENT OF REVENUES & EXPENDITURES  
SIX MONTHS ENDED MARCH 31, 2021 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Prior Fiscal Year			
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	FY21	FY20	Difference	FY20
	12/31/2020	3/31/2021	6/30/2021	9/30/2021	YTD Actual	YTD Actual	O/(U) Prior YTD	FYE Total
<b><u>FIDUCIARY FUNDS</u></b>								
<b>REVENUE SUMMARY:</b>								
Senior Citizens Fund	\$ 13	\$ 35	\$ -	\$ -	\$ 48	\$ 819	\$ (771)	\$ 1,064
<b>Total Fiduciary Funds Revenue</b>	<b>13</b>	<b>35</b>	<b>-</b>	<b>-</b>	<b>48</b>	<b>819</b>	<b>(771)</b>	<b>1,064</b>
<b>EXPENDITURE SUMMARY:</b>								
Senior Citizens Fund	-	-	-	-	-	-	-	-
<b>Total Fiduciary Funds Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fiduciary Funds Revenues O/(U) Expenditures</b>	<b>\$ 13</b>	<b>\$ 35</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 48</b>	<b>\$ 819</b>	<b>\$ (771)</b>	<b>\$ 1,064</b>
<b><u>SPECIAL REVENUE DISTRICTS</u></b>								
<b>REVENUE SUMMARY:</b>								
Crime Control and Prevention District	\$ 136,678	\$ 391,022	\$ -	\$ -	\$ 527,700	\$ 593,884	\$ (66,184)	\$ 1,845,134
Fire Control Prevention and EMS District	135,312	390,657	-	-	525,969	589,203	(63,234)	1,812,664
<b>Total Special Revenue Districts Revenue</b>	<b>271,990</b>	<b>781,679</b>	<b>-</b>	<b>-</b>	<b>1,053,669</b>	<b>1,183,087</b>	<b>(129,418)</b>	<b>3,657,798</b>
<b>EXPENDITURE SUMMARY:</b>								
Crime Control and Prevention District	247,551	233,917	-	-	481,468	1,069,157	(587,689)	1,609,780
Fire Control Prevention and EMS District	327,324	341,080	-	-	668,384	719,498	(51,114)	1,584,166
<b>Total Special Revenue Districts Expenditures</b>	<b>574,875</b>	<b>574,977</b>	<b>-</b>	<b>-</b>	<b>1,149,852</b>	<b>1,788,655</b>	<b>(638,803)</b>	<b>3,193,946</b>
<b>Special Revenue Districts Revenues O/(U) Expenditures</b>	<b>\$ (302,885)</b>	<b>\$ 206,702</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (96,183)</b>	<b>\$ (605,568)</b>	<b>\$ 509,385</b>	<b>\$ 463,852</b>
<b><u>TYPE B CORPORATION</u></b>								
<b>REVENUE SUMMARY:</b>								
Deer Park Community Development Corporation	\$ 273,997	\$ 805,440	\$ -	\$ -	\$ 1,079,437	\$ 1,222,775	\$ (143,338)	\$ 3,542,371
<b>Total DPCCDC Fund Revenue</b>	<b>273,997</b>	<b>805,440</b>	<b>-</b>	<b>-</b>	<b>1,079,437</b>	<b>1,222,775</b>	<b>(143,338)</b>	<b>3,542,371</b>
<b>EXPENDITURE SUMMARY:</b>								
Deer Park Community Development Corporation	-	1,178,188	-	-	1,178,188	1,165,610	12,578	1,218,797
<b>Total DPCCDC Fund Expenditures</b>	<b>-</b>	<b>1,178,188</b>	<b>-</b>	<b>-</b>	<b>1,178,188</b>	<b>1,165,610</b>	<b>12,578</b>	<b>1,218,797</b>
<b>DPCCDC Revenues O/(U) Expenditures</b>	<b>\$ 273,997</b>	<b>\$ (372,748)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (98,751)</b>	<b>\$ 57,165</b>	<b>\$ (155,916)</b>	<b>\$ 2,323,574</b>

**CITY OF DEER PARK  
SUMMARY STATEMENT OF REVENUES & EXPENDITURES  
SIX MONTHS ENDED MARCH 31, 2021 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 3/31/2021	Qtr 3 6/30/2021	Qtr 4 9/30/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b>GENERAL FUND</b>								
<b>REVENUE SUMMARY:</b>								
Taxes	\$ 20,593,889	\$ 11,995,000			\$ 32,588,889	\$ 36,812,200	\$ 4,223,311	11.47%
Service Fees	264,227	437,783			702,010	1,608,080	906,070	56.34%
Fines	229,257	223,266			452,523	1,212,500	759,977	62.68%
Permits & Licenses	79,424	220,791			300,215	559,700	259,485	46.36%
User Fees	371,626	529,324			900,950	2,005,900	1,104,950	55.08%
Other	257,976	316,569			574,545	3,294,264	2,719,719	82.56%
Special Revenue	-	-			-	15,000	15,000	100.00%
<b>Total Revenue</b>	<b>21,796,399</b>	<b>13,722,733</b>			<b>35,519,132</b>	<b>45,507,644</b>	<b>9,988,512</b>	<b>21.95%</b>
<b>EXPENDITURE SUMMARY:</b>								
Mayor & Council	5,199	5,835			11,034	58,450	47,416	81.12%
City Manager	231,705	252,391			484,096	1,048,332	564,236	53.82%
Boards & Commissions	3,436	3,026			6,462	15,408	8,946	58.06%
Municipal Court	106,265	115,910			222,175	496,163	273,988	55.22%
General Government	633,489	697,003			1,330,492	3,912,104	2,581,612	65.99%
Legal Services	14,861	16,074			30,935	165,100	134,165	81.26%
Personnel	85,977	94,490			180,467	428,764	248,297	57.91%
IT Services	479,860	379,306			859,166	1,780,777	921,611	51.75%
Finance	146,459	173,618			320,077	728,629	408,552	56.07%
City Secretary	103,083	131,594			234,677	503,658	268,981	53.41%
Police	2,395,598	2,464,568			4,860,166	10,729,130	5,868,964	54.70%
Humane Services	72,336	70,623			142,959	425,997	283,038	66.44%
Emergency Management	94,050	112,727			206,777	446,294	239,517	53.67%
Fire Department	132,779	253,996			386,775	2,157,708	1,770,933	82.07%
Emergency Medical Services	341,056	361,452			702,508	1,610,282	907,774	56.37%
Fire Marshal	35,823	42,198			78,021	184,951	106,930	57.82%
Central Warehouse	19,738	20,532			40,270	86,195	45,925	53.28%
Planning & Development	305,331	308,123			613,454	1,304,331	690,877	52.97%
Sanitation	1,016,188	1,318,689			2,334,877	4,630,145	2,295,268	49.57%
Street Maintenance	262,955	302,344			565,299	2,084,303	1,519,004	72.88%
Fleet Maintenance	145,554	142,151			287,705	752,299	464,594	61.76%
Traffic	134,050	167,004			301,054	646,745	345,691	53.45%
Library	238,608	277,383			515,991	1,176,773	660,782	56.15%
Parks & Rec Administration	166,179	179,054			345,233	823,798	478,565	58.09%
Beautification	-	-			-	30,000	30,000	100.00%
Park Maintenance	495,947	469,595			965,542	2,542,918	1,577,376	62.03%
Recreation	119,722	139,445			259,167	779,133	519,966	66.74%
Athletics & Aquatics	139,773	143,041			282,814	957,788	674,974	70.47%
Building Maintenance	245,480	205,821			451,301	999,224	547,923	54.83%
Senior Services	95,038	99,590			194,628	588,924	394,296	66.95%
After School Program	71,649	59,236			130,885	387,788	256,903	66.25%
Drama	83,577	100,941			184,518	467,257	282,739	60.51%
Employee Benefits	-	-			-	-	-	*
Operating Transfer to Golf Course Lease Fund	-	-			-	507,820	507,820	100.00%
Operating Transfer to Chapter 380 Fund	-	-			-	130,000	130,000	100.00%
Operating Transfer to Capital Improvements Fund	-	-			-	1,920,456	1,920,456	100.00%
<b>Total Expenditures</b>	<b>8,421,765</b>	<b>9,107,760</b>			<b>17,529,525</b>	<b>45,507,644</b>	<b>27,978,119</b>	<b>61.48%</b>
<b>General Fund Revenues O/(U) Expenditures</b>	<b>\$ 13,374,634</b>	<b>\$ 4,614,973</b>			<b>\$ 17,989,607</b>	<b>\$ -</b>		

**FUND BALANCE**

Beginning Fund Balance	\$ 46,710,934	\$ 60,085,568	\$ 46,710,934
Revenues Over/(Under) Expenditures	13,374,634	4,614,973	17,989,607
<b>Ending Fund Balance</b>	<b>\$ 60,085,568</b>	<b>\$ 64,700,541</b>	<b>\$ 64,700,541</b>

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK  
SUMMARY STATEMENT OF REVENUES & EXPENDITURES  
SIX MONTHS ENDED MARCH 31, 2021 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 3/31/2021	Qtr 3 6/30/2021	Qtr 4 9/30/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b><u>DEBT SERVICE FUND</u></b>								
<b>REVENUE SUMMARY:</b>								
Taxes	\$ 2,147,522	\$ 2,363,455			\$ 4,510,977	\$ 4,559,803	\$ 48,826	1.07%
Proceeds from Refunding Bonds	-	6,570,000			6,570,000	-	(6,570,000)	*
Other	309	2,083,252			2,083,561	1,837,869	(445,692)	**
<b>Total Revenue</b>	<b>2,147,831</b>	<b>11,016,707</b>			<b>13,164,538</b>	<b>6,197,672</b>	<b>(6,966,866)</b>	<b>**</b>
<b>EXPENDITURE SUMMARY:</b>								
Paying Agent Fees/Escrow Payment/Issuance Costs	450	7,523,915			7,524,365	100,000	(7,424,365)	**
Principal Payments	-	4,767,755			4,767,755	4,778,255	10,500	0.22%
Interest Payments	-	641,791			641,791	1,319,417	677,626	51.36%
<b>Total Expenditures</b>	<b>450</b>	<b>12,933,461</b>			<b>12,933,911</b>	<b>6,197,672</b>	<b>(6,736,239)</b>	<b>**</b>
<b>Debt Service Fund Revenues O/(U) Expenditures</b>	<b>\$ 2,147,381</b>	<b>\$ (1,916,754)</b>			<b>\$ 230,627</b>	<b>\$ -</b>		
<hr/>								
<b><u>FUND BALANCE</u></b>								
Beginning Fund Balance	\$ 6,158,253	\$ 8,305,634			\$ 6,158,253			
Revenues Over/(Under) Expenditures	2,147,381	(1,916,754)			230,627			
<b>Ending Fund Balance</b>	<b>\$ 8,305,634</b>	<b>\$ 6,388,880</b>			<b>\$ 6,388,880</b>			

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK**  
**SUMMARY STATEMENT OF REVENUES & EXPENDITURES**  
**SIX MONTHS ENDED MARCH 31, 2021 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2020</u>	<u>Qtr 2</u> <u>3/31/2021</u>	<u>Qtr 3</u> <u>6/30/2021</u>	<u>Qtr 4</u> <u>9/30/2021</u>	<u>YTD</u> <u>Actual</u>	<u>Amended</u> <u>Budget</u>	<u>Remaining</u> <u>Budget</u>	<u>Remaining</u> <u>Budget %</u>
<b><u>GOLF COURSE LEASE FUND</u></b>								
<b>REVENUE SUMMARY:</b>								
User Fees	\$ -	\$ -			\$ -	\$ -	\$ -	*
Other Revenue	-	-			-	507,820	507,820	100.00%
Restricted Revenue	-	-			-	-	-	*
<b>Total Revenue</b>	<u>-</u>	<u>-</u>			<u>-</u>	<u>507,820</u>	<u>507,820</u>	<u>100.00%</u>
<b>EXPENDITURE SUMMARY:</b>								
Operating Expenditures	31,365	32,192			63,557	210,265	146,708	69.77%
Capital Expenditures	100	54,957			55,057	297,555	242,498	81.50%
<b>Total Expenditures</b>	<u>31,465</u>	<u>87,149</u>			<u>118,614</u>	<u>507,820</u>	<u>389,206</u>	<u>76.64%</u>
<b>Golf Course Lease Fund Revenues O/(U)</b>								
<b>Expenditures</b>	<u>\$ (31,465)</u>	<u>\$ (87,149)</u>			<u>\$ (118,614)</u>	<u>\$ -</u>		
<hr/>								
<b><u>FUND BALANCE</u></b>								
Beginning Fund Balance	\$ 141,289	\$ 109,824			\$ 141,289			
Revenues Over/(Under) Expenditures	<u>(31,465)</u>	<u>(87,149)</u>			<u>(118,614)</u>			
<b>Ending Fund Balance</b>	<u>\$ 109,824</u>	<u>\$ 22,675</u>			<u>\$ 22,675</u>			

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK  
SUMMARY STATEMENT OF REVENUES & EXPENDITURES  
SIX MONTHS ENDED MARCH 31, 2021 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 3/31/2021	Qtr 3 6/30/2021	Qtr 4 9/30/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b>SPECIAL REVENUE FUNDS</b>								
<b>REVENUE SUMMARY:</b>								
Hotel Occupancy Tax Fund	\$ -	\$ 86,145			\$ 86,145	\$ 595,580	\$ 509,435	85.54%
Police Forfeiture Fund	4	24,167			24,171	21,734	(2,437)	**
Other	95	26,644			26,739	-	(26,739)	*
Municipal Court Fund	39,481	26,657			66,138	271,650	205,512	75.65%
Disaster Declarations	-	-			-	-	-	*
Grant Fund	-	-			-	3,208,500	3,208,500	100.00%
East Blvd Fund	-	-			-	-	-	*
Street Assessment Fund	9	23			32	-	(32)	*
Chapter 380	-	-			-	130,000	130,000	100.00%
<b>Total Revenue</b>	<b>39,589</b>	<b>163,636</b>			<b>203,225</b>	<b>4,227,464</b>	<b>4,024,239</b>	<b>95.19%</b>
<b>EXPENDITURE SUMMARY:</b>								
Hotel Occupancy Tax Fund	65,768	15,414			81,182	595,580	514,398	86.37%
Police Forfeiture Fund	-	-			-	21,734	21,734	100.00%
Other	750	5,394			6,144	-	(6,144)	*
Municipal Court Fund	38,556	49,408			87,964	265,397	177,433	66.86%
Disaster Declarations	-	-			-	-	-	*
Grant Fund	-	404			404	3,208,500	3,208,096	99.99%
East Blvd Fund	-	-			-	-	-	*
Street Assessment Fund	-	-			-	-	-	*
Chapter 380	-	-			-	130,000	130,000	100.00%
<b>Total Expenditures</b>	<b>105,074</b>	<b>70,620</b>			<b>175,694</b>	<b>4,221,211</b>	<b>4,045,517</b>	<b>95.84%</b>
Special Revenue Funds Revenues O/(U) Expenditures	\$ (65,485)	\$ 93,016			\$ 27,531	\$ 6,253		

**FUND BALANCE**

Beginning Fund Balance	\$ 1,202,225	\$ 1,136,740	\$ 1,202,225
Revenues Over/(Under) Expenditures	(65,485)	93,016	27,531
Ending Fund Balance	\$ 1,136,740	\$ 1,229,756	\$ 1,229,756

Ending Fund Balance by Fund:

022 - Disaster Declarations	\$ 122,609	\$ 122,609	\$ 122,609
086 - Chapter 380	-	-	-
101 - Hotel Occupancy Tax Fund	514,750	585,481	585,481
102 - Police Forfeiture Fund	71,593	95,760	95,760
103 - Other	495,288	516,538	516,538
104 - Municipal Court Fund	91,076	68,325	68,325
105 - Grant Fund	(257,519)	(257,923)	(257,923)
301 - East Blvd Fund	60	60	60
302 - Street Assessment Fund	98,883	98,906	98,906
<b>Total Special Revenue Funds</b>	<b>\$ 1,136,740</b>	<b>\$ 1,229,756</b>	<b>\$ 1,229,756</b>

\* Line item not budgeted.

\*\* YTD actual exceeds budget.



**CITY OF DEER PARK  
SUMMARY STATEMENT OF REVENUES & EXPENDITURES  
SIX MONTHS ENDED MARCH 31, 2021 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 3/31/2021	Qtr 3 6/30/2021	Qtr 4 9/30/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b><u>CAPITAL IMPROVEMENT BOND FUNDS</u></b>								
<b>REVENUE SUMMARY:</b>								
CIBF 2005	\$ 31	\$ 11			\$ 42	\$ -	\$ (42)	*
CIBF 2007	31	79			110	-	(110)	*
CIBF 2011	13	5			18	-	(18)	*
CIBF 2012	28	10			38	-	(38)	*
CIBF 2013	5	12			17	-	(17)	*
CIBF 2014 (CO)	-	-			-	-	-	*
CIBF 2015	19	45			64	-	(64)	*
CIBF 2015-A	54	126			180	-	(180)	*
CIBF 2016 & 2017 (DPCDC)	31	81			112	-	(112)	*
CIBF 2016-A	185	432			617	-	(617)	*
CIBF 2017-A	199	465			664	-	(664)	*
CIBF 2018	342	965			1,307	-	(1,307)	*
CIBF 2019	500	1,413			1,913	-	(1,913)	*
CIBF 2020	-	843			843	-	(843)	*
<b>Total Revenue</b>	<b>1,438</b>	<b>4,487</b>			<b>5,925</b>	<b>-</b>	<b>(5,925)</b>	<b>*</b>
<b>EXPENDITURE SUMMARY:</b>								
CIBF 2005	31	11			42	-	(42)	*
CIBF 2007	15,574	7,178			22,752	-	(22,752)	*
CIBF 2011	-	-			-	-	-	*
CIBF 2012	-	-			-	-	-	*
CIBF 2013	-	-			-	-	-	*
CIBF 2014 (CO)	-	-			-	-	-	*
CIBF 2015	19	172,540			172,559	-	(172,559)	*
CIBF 2015-A	-	2,650			2,650	-	(2,650)	*
CIBF 2016 & 2017 (DPCDC)	6,131	11,484			17,615	-	(17,615)	*
CIBF 2016-A	65,379	7,923			73,302	-	(73,302)	*
CIBF 2017-A	412,580	787,564			1,200,144	-	(1,200,144)	*
CIBF 2018	16,660	95,312			111,972	-	(111,972)	*
CIBF 2019	305,724	1,038,724			1,344,448	-	(1,344,448)	*
CIBF 2020	-	-			-	-	-	*
<b>Total Expenditures</b>	<b>822,098</b>	<b>2,123,386</b>			<b>2,945,484</b>	<b>-</b>	<b>(2,945,484)</b>	<b>*</b>
<b>CIBF Revenues O/(U) Expenditures</b>	<b>\$ (820,660)</b>	<b>\$ (2,118,899)</b>			<b>\$ (2,939,559)</b>	<b>\$ -</b>		

**FUND BALANCE**

Beginning Fund Balance	\$ 5,811,821	\$ 4,991,161	\$ 5,811,821
Revenues Over/(Under) Expenditures	(820,660)	(2,118,899)	(2,939,559)
<b>Ending Fund Balance</b>	<b>\$ 4,991,161</b>	<b>\$ 2,872,262</b>	<b>\$ 2,872,262</b>

**Ending Fund Balance by Fund:**

303 - Series 2005	\$ 269,867	\$ 269,867	\$ 269,867
304 - Series 2007	205,533	198,434	198,434
306 - Series 2015	289,134	116,639	116,639
307 - Series 2016 & 2017 (DPCDC)	455,853	444,450	444,450
504 - Series 2011	658,172	658,177	658,177
505 - Series 2012	587,960	587,970	587,970
506 - Series 2013	(38,301)	(38,289)	(38,289)
507 - Series 2014 CO	730,142	730,142	730,142
508 - Series 2015-A	862,810	860,286	860,286
509 - Series 2016-A	803,017	795,526	795,526
510 - Series 2017-A	37,191	(749,908)	(749,908)
511 - Series 2018	360,495	266,148	266,148
512 - Series 2019	(230,712)	(1,268,023)	(1,268,023)
513 - Series 2020	-	843	843
<b>Total CIBF</b>	<b>\$ 4,991,161</b>	<b>\$ 2,872,262</b>	<b>\$ 2,872,262</b>

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK  
SUMMARY STATEMENT OF REVENUES & EXPENDITURES  
SIX MONTHS ENDED MARCH 31, 2021 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 3/31/2021	Qtr 3 6/30/2021	Qtr 4 9/30/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b><u>WATER/SEWER FUND</u></b>								
<b>REVENUE SUMMARY:</b>								
Service Fees	\$ 2,035,936	\$ 2,944,586			\$ 4,980,522	\$ 12,297,727	\$ 7,317,205	59.50%
Permits & Licenses	7,183	10,940			18,123	38,000	19,877	52.31%
Other	1,196	785			1,981	31,500	29,519	93.71%
<b>Total Revenue</b>	<b>2,044,315</b>	<b>2,956,311</b>			<b>5,000,626</b>	<b>12,367,227</b>	<b>7,366,601</b>	<b>59.57%</b>
<b>EXPENDITURE SUMMARY:</b>								
Public Works Administration	166,086	83,117			249,203	473,334	224,131	47.35%
Water & Sewer Maintenance	281,393	486,921			768,314	2,070,686	1,302,372	62.90%
Wastewater Treatment	260,105	316,128			576,233	1,510,651	934,418	61.86%
Water Treatment Plant	615,623	856,376			1,471,999	3,463,424	1,991,425	57.50%
Central Collections	131,336	187,355			318,691	716,705	398,014	55.53%
Meter Readers	78,101	77,733			155,834	443,207	287,373	64.84%
Employee Benefits	18,607	16,349			34,956	67,150	32,194	47.94%
Paying Agent Fees	1,550	-			1,550	7,500	5,950	79.33%
Principal Payments	-	1,682,245			1,682,245	1,701,745	19,500	1.15%
Interest Expense	-	477,948			477,948	1,088,734	610,786	56.10%
Transfer to Storm Water	-	-			-	21,164	21,164	100.00%
Transfer to General Fund	-	-			-	138,829	138,829	100.00%
<b>Total Expenditures</b>	<b>1,552,801</b>	<b>4,184,172</b>			<b>5,736,973</b>	<b>11,703,129</b>	<b>5,966,156</b>	<b>50.98%</b>
<b>Water/Sewer Fund Revenues O/(U) Expenditures</b>	<b>\$ 491,514</b>	<b>\$ (1,227,861)</b>			<b>\$ (736,347)</b>	<b>\$ 664,098</b>		

**FUND BALANCE**

Beginning Fund Balance	\$ 18,940,971	\$ 19,432,485	\$ 18,940,971
Revenues Over/(Under) Expenditures	491,514	(1,227,861)	(736,347)
<b>Ending Fund Balance</b>	<b>\$ 19,432,485</b>	<b>\$ 18,204,624</b>	<b>\$ 18,204,624</b>

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK  
SUMMARY STATEMENT OF REVENUES & EXPENDITURES  
SIX MONTHS ENDED MARCH 31, 2021 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 3/31/2021	Qtr 3 6/30/2021	Qtr 4 9/30/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b><u>OTHER UTILITY FUNDS</u></b>								
<b>REVENUE SUMMARY:</b>								
Storm Water Utility Fund	\$ 60,748	\$ 92,096			\$ 152,844	\$ 404,028	\$ 251,184	62.17%
TWDB Series 2002	-	-			-	-	-	*
Wastewater/Sanitary Sewer - Series 2002	4	12			16	-	(16)	*
<b>Total Revenue</b>	<b>60,752</b>	<b>92,108</b>			<b>152,860</b>	<b>404,028</b>	<b>251,168</b>	<b>62.17%</b>
<b>EXPENDITURE SUMMARY:</b>								
Storm Water Utility Fund	63,955	43,578			107,533	230,482	122,949	53.34%
TWDB Series 2002	-	-			-	-	-	*
Wastewater/Sanitary Sewer - Series 2002	-	-			-	-	-	*
<b>Total Expenditures</b>	<b>63,955</b>	<b>43,578</b>			<b>107,533</b>	<b>230,482</b>	<b>122,949</b>	<b>53.34%</b>
<b>Other Utility Funds Revenues O/(U) Expenditures</b>	<b>\$ (3,203)</b>	<b>\$ 48,530</b>			<b>\$ 45,327</b>	<b>\$ 173,546</b>		

**FUND BALANCE**

Beginning Fund Balance	\$ 5,572,702	\$ 5,569,499	\$ 5,572,702
Revenues Over/(Under) Expenditures	(3,203)	48,530	45,327
<b>Ending Fund Balance</b>	<b>\$ 5,569,499</b>	<b>\$ 5,618,029</b>	<b>\$ 5,618,029</b>

**Ending Fund Balance by Fund:**

425 - Storm Water Utility Fund	\$ 595,540	\$ 644,058	\$ 644,058
501 - 2000 Sewer Rehab	443,769	443,769	443,769
502 - 2002 TWDB	2,214,685	2,214,685	2,214,685
503 - 2002 WW SS	2,315,505	2,315,517	2,315,517
	<b>\$ 5,569,499</b>	<b>\$ 5,618,029</b>	<b>\$ 5,618,029</b>

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK**  
**SUMMARY STATEMENT OF REVENUES & EXPENDITURES**  
**SIX MONTHS ENDED MARCH 31, 2021 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2020</u>	<u>Qtr 2</u> <u>3/31/2021</u>	<u>Qtr 3</u> <u>6/30/2021</u>	<u>Qtr 4</u> <u>9/30/2021</u>	<u>YTD</u> <u>Actual</u>	<u>Amended</u> <u>Budget</u>	<u>Remaining</u> <u>Budget</u>	<u>Remaining</u> <u>Budget %</u>
<b><u>CAPITAL IMPROVEMENTS FUND</u></b>								
<b>REVENUE SUMMARY:</b>								
Other	\$ 1,006,001	\$ 43			\$ 1,006,044	\$ 4,486,060	\$ 3,480,016	77.57%
<b>Total Revenue</b>	<u>1,006,001</u>	<u>43</u>			<u>1,006,044</u>	<u>4,486,060</u>	<u>3,480,016</u>	<u>77.57%</u>
<b>EXPENDITURE SUMMARY:</b>								
General Government	-	-			-	250,000	250,000	100.00%
Planning & Development	389,660	631,558			1,221,218	2,040,000	818,782	40.14%
Sanitation	-	-			-	175,000	175,000	100.00%
Street Maintenance	42,069	352,498			394,567	300,000	(94,567)	**
Traffic	-	35,631			35,631	533,560	497,929	93.32%
Parks & Rec Administration	59,449	25,008			84,457	95,000	10,543	11.10%
Park Maintenance	950	196,095			197,045	197,000	(45)	**
Recreation	-	-			-	-	-	*
Athletics & Aquatics	-	-			-	-	-	*
Building Maintenance	-	10,186			10,186	145,500	135,314	93.00%
Contingency (emergency repairs)	-	-			-	750,000	750,000	100.00%
<b>Total Expenditures</b>	<u>492,128</u>	<u>1,450,976</u>			<u>1,943,104</u>	<u>4,486,060</u>	<u>2,542,956</u>	<u>56.69%</u>
Capital Improvements Fund Revenues O/(U)								
Expenditures	\$ 513,873	\$ (1,450,933)			\$ (937,060)	\$ -		
<hr/>								
<b><u>FUND BALANCE</u></b>								
Beginning Fund Balance	\$ 7,887,982	\$ 8,401,855			\$ 7,887,982			
Revenues Over/(Under) Expenditures	<u>513,873</u>	<u>(1,450,933)</u>			<u>(937,060)</u>			
<b>Ending Fund Balance</b>	<u>\$ 8,401,855</u>	<u>\$ 6,950,922</u>			<u>\$ 6,950,922</u>			

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK  
DETAIL OF CAPITAL IMPROVEMENTS FUND EXPENDITURES  
SIX MONTHS ENDED MARCH 31, 2021 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2020</u>	<u>Qtr 2</u> <u>3/31/2021</u>	<u>Qtr 3</u> <u>6/30/2021</u>	<u>Qtr 4</u> <u>9/30/2021</u>	<u>YTD</u> <u>Actual</u>	<u>Amended</u> <u>Budget</u>	<u>Remaining</u> <u>Budget</u>	<u>Remaining</u> <u>Budget %</u>
<u>General Government</u>								
Hurricane Window Protection	\$ -	\$ -			\$ -	\$ 250,000	\$ 250,000	100.00%
<u>Planning &amp; Development</u>								
Drainage Projects	389,660	831,558			1,221,218	1,940,000	718,782	37.05%
Grant Management - Bayou Bend	-	-			-	100,000	100,000	100.00%
<u>Sanitation</u>								
Generator - 200kwh	-	-			-	175,000	175,000	100.00%
<u>Street Maintenance</u>								
Sidewalks	42,069	352,498			394,567	300,000	(94,567)	-31.52%
<u>Traffic</u>								
Traffic Signal Preemption Equipment	-	35,631			35,631	291,060	255,429	87.76%
Flashing Yellow Turn Signals	-	-			-	242,500	242,500	100.00%
<u>Parks &amp; Rec Administration</u>								
Add Marquee Sign to new Soccer Complex	4,411	25,008			29,419	40,000	10,581	26.45%
Replace Existing Marquee - JBAC	55,038	-			55,038	55,000	(38)	-0.07%
<u>Park Maintenance</u>								
Dow Park Concession Stand	950	196,095			197,045	197,000	(45)	-0.02%
<u>Building Maintenance</u>								
Entry Way at Theatre Courts Bldg	-	10,186			10,186	125,500	115,314	91.88%
Drainage at Theatre Courts Bldg.	-	-			-	20,000	20,000	100.00%
<u>Drama</u>								
Repair arch at Court/Theatre Building	-	-			-	-	-	*
<u>Contingency</u>								
Emergency Repairs - Storm Pipe Crossing	-	-			-	750,000	750,000	100.00%
<b>Total Expenditures</b>	<b>\$ 492,128</b>	<b>\$ 1,450,976</b>			<b>\$ 1,943,104</b>	<b>\$ 4,486,060</b>	<b>\$ 2,542,956</b>	<b>56.69%</b>

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

CITY OF DEER PARK  
SUMMARY STATEMENT OF REVENUES & EXPENDITURES  
SIX MONTHS ENDED MARCH 31, 2021 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2020</u>	<u>Qtr 2</u> <u>3/31/2021</u>	<u>Qtr 3</u> <u>6/30/2021</u>	<u>Qtr 4</u> <u>9/30/2021</u>	<u>YTD</u> <u>Actual</u>	<u>Amended</u> <u>Budget</u>	<u>Remaining</u> <u>Budget</u>	<u>Remaining</u> <u>Budget %</u>
<b><u>FIDUCIARY FUND</u></b>								
<b>REVENUE SUMMARY:</b>								
Senior Citizens Fund	\$ 13	\$ 35			\$ 48	\$ -	\$ (48)	*
Total Revenue	13	35			48	-	(48)	*
<b>EXPENDITURE SUMMARY:</b>								
Senior Citizens Fund	-	-			-	-	-	*
Total Expenditures	-	-			-	-	-	*
Fiduciary Funds Revenues O/(U) Expenditures	\$ 13	\$ 35			\$ 48	\$ -		

**FUND BALANCE**

Beginning Fund Balance	\$ 118,574	\$ 118,587	\$ 118,574
Revenues Over/(Under) Expenditures	13	35	48
Ending Fund Balance	\$ 118,587	\$ 118,622	\$ 118,622

\* Line item not budgeted.

\*\* YTD actual exceeds budget.



CITY OF DEER PARK  
SUMMARY STATEMENT OF REVENUES & EXPENDITURES  
SIX MONTHS ENDED MARCH 31, 2021 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2020	Qtr 2 3/31/2021	Qtr 3 6/30/2021	Qtr 4 9/30/2021	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b>SPECIAL REVENUE DISTRICTS</b>								
<b>REVENUE SUMMARY:</b>								
Crime Control and Prevention District	\$ 136,678	\$ 391,022			\$ 527,700	\$ 5,601,509	\$ 5,073,809	90.58%
Fire Control Prevention and EMS District	135,312	390,657			525,969	1,568,172	1,042,203	66.46%
<b>Total Revenue</b>	<b>271,990</b>	<b>781,679</b>			<b>1,053,669</b>	<b>7,169,681</b>	<b>6,116,012</b>	<b>85.30%</b>
<b>EXPENDITURE SUMMARY:</b>								
Crime Control and Prevention District	247,551	233,917			481,468	5,601,509	5,120,041	91.40%
Fire Control Prevention and EMS District	327,324	341,060			668,384	1,568,172	899,788	57.38%
<b>Total Expenditures</b>	<b>574,875</b>	<b>574,977</b>			<b>1,149,852</b>	<b>7,169,681</b>	<b>6,019,829</b>	<b>83.96%</b>
Special Revenue Districts Revenues O/(U) Expenditures	\$ (302,885)	\$ 206,702			\$ (96,183)	\$ -		

**FUND BALANCE**

Beginning Fund Balance - CCPD	\$ 5,777,498	\$ 5,666,625	\$ 5,777,498
Revenues Over/(Under) Expenditures	(110,873)	157,105	46,232
<b>Ending Fund Balance - CCPD</b>	<b>\$ 5,666,625</b>	<b>\$ 5,823,730</b>	<b>\$ 5,823,730</b>
Beginning Fund Balance - FCPEMSD	\$ 993,477	\$ 801,465	\$ 993,477
Revenues Over/(Under) Expenditures	(192,012)	49,597	(142,415)
<b>Ending Fund Balance - FCPEMSD</b>	<b>\$ 801,465</b>	<b>\$ 851,062</b>	<b>\$ 851,062</b>

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK  
SUMMARY STATEMENT OF REVENUES & EXPENDITURES  
SIX MONTHS ENDED MARCH 31, 2021 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2020</u>	<u>Qtr 2</u> <u>3/31/2021</u>	<u>Qtr 3</u> <u>6/30/2021</u>	<u>Qtr 4</u> <u>9/30/2021</u>	<u>YTD</u> <u>Actual</u>	<u>Amended</u> <u>Budget</u>	<u>Remaining</u> <u>Budget</u>	<u>Remaining</u> <u>Budget %</u>
<b>DEER PARK COMMUNITY DEVELOPMENT CORPORATION</b>								
<b>REVENUE SUMMARY:</b>								
Taxes	\$ 273,180	\$ 804,641			\$ 1,077,821	\$ 2,700,000	\$ 1,622,179	60.08%
Other	817	799			1,616	2,500	884	35.36%
<b>Total Revenue</b>	<b>273,997</b>	<b>805,440</b>			<b>1,079,437</b>	<b>2,702,500</b>	<b>1,623,063</b>	<b>60.06%</b>
<b>EXPENDITURE SUMMARY:</b>								
Operating Expenditures	-	2,000			2,000	125,000	123,000	98.40%
Transfer for Pay-As-You-Go Expenditures	-	-			-	475,000	475,000	100.00%
Transfer to Debt Service Fund	-	1,176,188			1,176,188	1,309,430	133,242	10.18%
<b>Total Expenditures</b>	<b>-</b>	<b>1,178,188</b>			<b>1,178,188</b>	<b>1,909,430</b>	<b>731,242</b>	<b>38.30%</b>
Deer Park Community Development Corporation Fund Revenues O/(U) Expenditures	\$ 273,997	\$ (372,748)			\$ (98,751)	\$ 793,070		
<hr/>								
<b>FUND BALANCE</b>								
Beginning Fund Balance	\$ 8,507,341	\$ 8,781,338			\$ 8,507,341			
Revenues Over/(Under) Expenditures	273,997	(372,748)			(98,751)			
<b>Ending Fund Balance</b>	<b>\$ 8,781,338</b>	<b>\$ 8,408,590</b>			<b>\$ 8,408,590</b>			

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK  
SUMMARY OF AD VALOREM (PROPERTY) TAX  
FISCAL YEAR 2019 - FISCAL YEAR 2021**

<b>Fiscal Month</b>	<b>FY 2019</b>		<b>FY 2020</b>		<b>FY 2021</b>	
	<b><u>Ad Valorem *</u></b>	<b><u>Industrial</u></b>	<b><u>Ad Valorem *</u></b>	<b><u>Industrial</u></b>	<b><u>Ad Valorem *</u></b>	<b><u>Industrial</u></b>
Oct	\$ 776,805	\$ -	\$ 782,705	\$ -	\$ 761,916	\$ -
Nov	1,246,036	794,360	1,182,095	909,166	1,141,116	2,633,997
Dec	9,031,855	10,706,189	8,541,176	10,662,344	8,331,182	8,931,475
Jan	7,849,748	406,679	8,978,468	1,078,983	9,162,620	1,077,457
Feb	1,393,806	46,786	1,756,271	4,854	1,825,446	2,896
Mar	187,973	-	263,619	5,035	313,254	3,190
Apr	114,527	-	28,837	-		
May	246,336	-	65,537	-		
Jun	139,653	-	45,522	-		
Jul	37,417	-	13,709	-		
Aug	51,740	-	10,321	-		
Sep	34,281	-	17,008	-		
Total	<u>\$ 21,110,177</u>	<u>\$ 11,954,014</u>	<u>\$ 21,685,268</u>	<u>\$ 12,660,382</u>	<u>\$ 21,535,534</u>	<u>\$ 12,649,015</u>
YTD	<u>\$ 20,486,223</u>	<u>\$ 11,954,014</u>	<u>\$ 21,504,334</u>	<u>\$ 12,660,382</u>	<u>\$ 21,535,534</u>	<u>\$ 12,649,015</u>
% of Budget	106.48%	100.37%	103.67%	104.59%	99.53%	102.55%
Budget	\$ 19,240,128	\$ 11,910,000	\$ 20,744,001	\$ 12,105,000	\$ 21,636,803	\$ 12,335,000
% of Budget	109.72%	100.37%	104.54%	104.59%	99.53%	102.55%
<b><u>Tax Rate:</u></b>	<u>\$ 0.720000 / \$100 valuation</u>		<u>\$ 0.720000 / \$100 valuation</u>		<u>\$ 0.720000 / \$100 valuation</u>	
General	\$ 0.549389 / \$100 valuation		\$ 0.561659 / \$100 valuation		\$ 0.568794 / \$100 valuation	
Debt Service	\$ 0.170611 / \$100 valuation		\$ 0.158341 / \$100 valuation		\$ 0.151206 / \$100 valuation	

\* Includes delinquent taxes and penalties and interest for the General and Debt Service Funds.

**CITY OF DEER PARK  
SUMMARY OF SALES & MIXED BEVERAGE TAX  
FISCAL YEAR 2019 - FISCAL YEAR 2021**

Payment		City of Deer Park			CCPD			FCPEMSD		
Received	Collected	FY 2019	FY 2020	FY 2021	FY 2019	FY 2020	FY 2021	FY 2019	FY 2020	FY 2021
Oct	Aug	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov	Sep	775	896	-	-	-	-	-	-	-
Dec	Oct	519,061	656,198	546,359	129,314	163,019	135,643	137,879	162,425	135,192
Jan	Nov	517,068	587,743	504,668	127,484	144,631	122,715	135,481	144,147	122,323
Feb	Dec	610,264	681,881	620,962	151,307	163,512	155,004	164,853	162,431	153,677
Mar	Jan	519,639	520,657	488,977	128,544	120,672	115,004	144,803	119,971	114,523
Apr	Feb	550,468	700,365		135,404	175,831		143,461	175,187	
May	Mar	729,462	630,602		180,387	154,444		205,507	152,842	
Jun	Apr	690,363	549,998		175,976	134,712		186,480	133,764	
Jul	May	611,244	510,825		154,921	133,401		154,626	136,235	
Aug	Jun	630,438	611,540		155,831	153,295		153,731	152,797	
Sep	Jul	1,864,265	1,635,613		470,780	409,418		467,240	407,442	
Total		<u>\$ 7,243,047</u>	<u>\$ 7,086,318</u>	<u>\$ 2,160,966</u>	<u>\$ 1,809,948</u>	<u>\$ 1,752,935</u>	<u>\$ 528,366</u>	<u>\$ 1,894,061</u>	<u>\$ 1,747,241</u>	<u>\$ 525,715</u>
YTD		<u>\$ 2,168,807</u>	<u>\$ 2,447,375</u>	<u>\$ 2,160,966</u>	<u>\$ 536,649</u>	<u>\$ 591,834</u>	<u>\$ 528,366</u>	<u>\$ 583,016</u>	<u>\$ 588,974</u>	<u>\$ 525,715</u>
% of Budget		33.34%	37.65%	37.26%	37.39%	39.46%	39.14%	40.62%	39.26%	38.94%
Budget		\$ 6,500,000	\$ 6,500,000	\$ 5,800,000	\$ 1,435,200	\$ 1,500,000	\$ 1,350,000	\$ 1,435,200	\$ 1,500,000	\$ 1,350,000
% of Budget		111.43%	109.02%	37.26%	126.11%	116.86%	39.14%	131.97%	116.48%	38.94%

Payment		DPCDC		
Received	Collected	FY 2019	FY 2020	FY 2021
Oct	Aug	\$ -	\$ -	\$ -
Nov	Sep	375	433	-
Dec	Oct	259,518	328,084	273,180
Jan	Nov	257,598	293,082	250,949
Feb	Dec	305,118	340,925	310,157
Mar	Jan	259,805	260,313	243,535
Apr	Feb	273,805	349,282	
May	Mar	364,717	315,286	
Jun	Apr	345,166	274,984	
Jul	May	303,702	254,346	
Aug	Jun	315,204	305,755	
Sep	Jul	931,240	816,540	
Total		<u>\$ 3,616,248</u>	<u>\$ 3,539,030</u>	<u>\$ 1,077,821</u>
YTD		<u>\$ 1,082,414</u>	<u>\$ 1,222,837</u>	<u>\$ 1,077,821</u>
% of Budget		38.66%	40.76%	39.92%
Budget		\$ 2,800,000	\$ 3,000,000	\$ 2,700,000
% of Budget		129.15%	117.97%	39.92%

The following is an approximation of sales tax revenue by category based on a 17-year average from 2002-2018. This represents the most recent data available for the City and provides a relative scale for the source of the City's sales tax revenue.

Retail	33.66%
Wholesale	18.30%
Manufacturing	13.24%
Accommodation/Food Service	11.12%
Construction	8.28%
Real Estate/Rental/Leasing	6.69%
All Other	8.71%

**CITY OF DEER PARK  
SUMMARY OF FRANCHISE TAXES  
FISCAL YEAR 2019 - FISCAL YEAR 2021**

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>
Oct	\$ 99,590	\$ 99,711	\$ 190,127
Nov	197,171	103,385	5,719
Dec	103,810	198,233	199,500
Jan	42,616	138,482	5,145
Feb	277,180	271,755	252,596
Mar	99,685	3,827	101,154
Apr	141,042	101,377	
May	407,207	280,366	
Jun	19,124	115,088	
Jul	138,940	189,462	
Aug	357,460	147,238	
Sep	53,731	208,837	
Total	<u>\$ 1,937,556</u>	<u>\$ 1,857,781</u>	<u>\$ 754,241</u>
YTD	<u>\$ 820,052</u>	<u>\$ 815,393</u>	<u>\$ 754,241</u>
% of Budget	43.16%	45.30%	47.14%
Budget	<u>\$ 1,900,000</u>	<u>\$ 1,800,000</u>	<u>\$ 1,600,000</u>
% of Budget	101.98%	103.21%	47.14%

*Franchise taxes represent fees to use the public right-of-way for a private purpose.*

**CITY OF DEER PARK  
SUMMARY OF DEBT SERVICE PAYMENTS  
FISCAL YEAR 2021**

<u>Series</u>	<u>Original</u>	<u>Debt</u>	<u>Fiscal Year Debt Service Payments</u>			
	<u>Issuance</u>	<u>Outstanding</u>	<u>Principal</u>	<u>Interest 3/15</u>	<u>Interest 9/15</u>	<u>Total</u>
2010 GO Refunding Bonds	\$ 6,295,000	\$ 390,000	\$ 390,000.00	\$ 7,800.00	\$ -	\$ 397,800.00
2011 Certificates of Obligation	3,390,000	2,430,000	170,000.00	2,550.00	-	172,550.00
2011 GO Refunding Bonds	3,490,000	850,000	290,000.00	12,750.00	8,400.00	311,150.00
2012 Certificates of Obligation	4,725,000	3,935,000	280,000.00	4,200.00	-	284,200.00
2012 GO Refunding Bonds	4,510,000	2,015,000	650,000.00	6,500.00	-	656,500.00
2013 Certificates of Obligation	6,925,000	6,315,000	245,000.00	104,000.00	100,325.00	449,325.00
2014 Certificates of Obligation	6,275,000	5,300,000	260,000.00	97,237.50	93,337.50	450,575.00
2014 GO & Refunding Bonds	2,920,000	2,210,000	280,000.00	35,687.50	31,487.50	347,175.00
2015 Certificates of Obligation	7,310,000	3,915,000	735,000.00	58,725.00	47,700.00	841,425.00
2015-A Certificates of Obligation	7,110,000	6,095,000	260,000.00	94,012.50	90,112.50	444,125.00
2016 Certificates of Obligation	9,450,000	4,305,000	690,000.00	34,224.75	28,739.25	752,964.00
2016 Ltd Tax Refunding Bonds	6,260,000	5,335,000	520,000.00	85,262.50	74,862.50	680,125.00
2016-A Certificates of Obligation	6,885,000	6,175,000	190,000.00	101,262.50	99,362.50	390,625.00
2017 Certificates of Obligation	2,700,000	1,795,000	435,000.00	16,962.75	12,852.00	464,814.75
2017-A Certificates of Obligation	5,150,000	4,690,000	190,000.00	67,475.00	65,575.00	323,050.00
2018 Certificates of Obligation	6,300,000	5,955,000	180,000.00	107,677.50	104,077.50	391,755.00
2019 Certificates of Obligation	4,185,000	4,055,000	140,000.00	81,850.00	78,350.00	300,200.00
2019 Ltd Tax Refunding Bonds	4,240,000	4,240,000	385,000.00	103,600.00	93,975.00	582,575.00
2020 Certificates of Obligation	5,000,000	5,000,000	160,000.00	41,714.45	82,125.00	283,839.45
2020 Ltd Tax Refunding Bonds	6,570,000	6,570,000	-	56,246.67	115,050.00	171,296.67
Total General Obligation Debt		<u>\$ 81,575,000</u>	<u>\$ 6,450,000.00</u>	<u>\$ 1,119,738.62</u>	<u>\$ 1,126,331.25</u>	<u>\$ 8,696,069.87</u>



**CITY OF DEER PARK  
ALLOCATION OF DEBT SERVICE PAYMENTS BY FUND  
FISCAL YEAR 2021**

Series	Original	Debt	Fiscal Year Debt Service Payments			
	Issuance	Outstanding	Principal	Interest - Mar	Interest - Sep	Total
General Fund		-				
2010 GO & GO Refunding Bonds	\$ 6,295,000	\$ 390,000	\$ 390,000.00	\$ 7,800.00	\$ -	\$ 397,800.00
2011 Certificates of Obligation	1,186,500	850,500 #	59,500.00	892.50	-	60,392.50
2011 GO Refunding Bonds	872,500	297,500 #	101,500.00	4,462.50	2,940.00	108,902.50
2012 Certificates of Obligation	1,181,250	1,377,250 #	98,000.00	1,470.00	-	99,470.00
2012 GO Refunding Bonds	4,510,000	2,015,000	650,000.00	6,500.00	-	656,500.00
2013 Certificates of Obligation	2,423,750	2,210,250 #	85,750.00	36,400.00	35,113.75	157,263.75
2014 Certificates of Obligation	1,568,750	1,855,000 #	91,000.00	34,033.12	32,668.12	157,701.24
2014 GO & GO Refunding Bonds	1,483,750	1,318,435 #	135,005.00	22,314.02	20,288.95	177,607.97
2015 Certificates of Obligation	7,310,000	3,915,000	735,000.00	58,725.00	47,700.00	841,425.00
2015-A Certificates of Obligation	1,777,500	2,133,250 #	91,000.00	32,904.37	31,539.37	155,443.74
2016 Certificates of Obligation	9,450,000	4,305,000	690,000.00	34,224.75	28,739.25	752,964.00
2016 Limited Tax Refunding	6,260,000	5,335,000	520,000.00	85,262.50	74,862.50	680,125.00
2016-A Certificates of Obligation	1,721,250	2,161,250 #	66,500.00	35,441.87	34,776.87	136,718.74
2017 Certificates of Obligation	2,700,000	1,795,000	435,000.00	16,962.75	12,852.00	464,814.75
2017-A Certificates of Obligation	1,287,500	1,641,500 #	66,500.00	23,616.25	22,951.25	113,067.50
2018 Certificates of Obligation	1,575,000	2,084,250 #	63,000.00	37,687.12	36,427.12	137,114.24
2019 Certificates of Obligation	920,700	1,419,250 #	49,000.00	28,647.50	27,422.50	105,070.00
2019 Limited Tax Refunding	4,240,000	4,240,000	385,000.00	103,600.00	93,975.00	582,575.00
2020 Certificates of Obligation	1,750,000	1,750,000 #	56,000.00	14,600.05	28,743.75	99,343.80
2020 Limited Tax Refunding	6,570,000	6,570,000	-	56,246.67	115,050.00	171,296.67
		47,663,435	4,767,755.00	641,790.97	646,050.43	6,055,596.40
Water/Sewer Fund						
2011 Certificates of Obligation	2,203,500	1,579,500 #	110,500.00	1,657.50	-	112,157.50
2011 GO Refunding Bonds	2,617,500	552,500 #	188,500.00	8,287.50	5,460.00	202,247.50
2012 Certificates of Obligation	3,543,750	2,557,750 #	182,000.00	2,730.00	-	184,730.00
2013 Certificates of Obligation	4,501,250	4,104,750 #	159,250.00	67,600.00	65,211.25	292,061.25
2014 Certificates of Obligation	4,706,250	3,445,000 #	169,000.00	63,204.38	60,669.38	292,873.76
2014 GO & GO Refunding Bonds	1,436,250	891,565 #	144,995.00	13,373.48	11,198.55	169,567.03
2015-A Certificates of Obligation	5,332,500	3,961,750 #	169,000.00	61,108.13	58,573.13	288,681.26
2016-A Certificates of Obligation	5,163,750	4,013,750 #	123,500.00	65,820.63	64,585.63	253,906.26
2017-A Certificates of Obligation	3,862,500	3,048,500 #	123,500.00	43,858.75	42,623.75	209,982.50
2018 Certificates of Obligation	4,725,000	3,870,750 #	117,000.00	69,990.38	67,650.38	254,640.76
2019 Certificates of Obligation	3,264,300	2,635,750 #	91,000.00	53,202.50	50,927.50	195,130.00
2020 Certificates of Obligation	3,250,000	3,250,000 #	104,000.00	27,114.40	53,381.25	184,495.65
		33,911,565	1,682,245.00	477,947.65	480,280.82	2,640,473.47
		\$ 81,575,000	\$ 6,450,000.00	\$ 1,119,738.62	\$ 1,126,331.25	\$ 8,696,069.87

# Allocation to General and Water/Sewer Fund

**CITY OF DEER PARK  
SUMMARY OF WATER & SEWER CONSUMPTION BILLED  
FISCAL YEAR 2019 - FISCAL YEAR 2021**

Fiscal Month	FY 2019		FY 2020		FY 2021	
	Consumption (1,000 gallons)		Consumption (1,000 gallons)		Consumption (1,000 gallons)	
	Water *	Sewer	Water *	Sewer	Water *	Sewer
Oct	106,100	90,830	100,595	86,785	97,482	81,657
Nov	80,133	71,332	84,500	73,086	89,675	76,830
Dec	82,029	74,997	82,815	74,050	83,008	71,862
Jan	76,544	71,918	78,426	72,623	86,319	76,286
Feb	78,649	74,414	72,871	67,271	75,266	69,737
Mar	72,329	68,967	75,551	71,060	74,067	68,530
Apr	71,112	67,810	69,074	64,413		
May	81,055	73,146	82,254	73,850		
Jun	85,979	72,928	95,638	82,718		
Jul	100,310	86,811	89,416	78,084		
Aug	88,994	76,343	91,784	78,176		
Sep	97,288	81,129	92,819	79,457		
Total	<u>1,020,522</u>	<u>910,625</u>	<u>1,015,743</u>	<u>901,573</u>	<u>505,817</u>	<u>444,902</u>
YTD	<u>495,784</u>	<u>452,458</u>	<u>494,758</u>	<u>444,875</u>	<u>505,817</u>	<u>444,902</u>

\* Includes water and irrigation meters



## Legislation Details (With Text)

**File #:** ORD 21-047    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 6/1/2021    **In control:** City Council  
**On agenda:** 6/15/2021    **Final action:**  
**Title:** Consideration of and action on an ordinance to amend the Fiscal Year 2020-2021 Budget for the Police Department for additional funds related to the emergency generator.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Ord - Amend Budget FY21 PD Generator Proposal - Waukesha-Pearce \(PD\)](#)

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Consideration of and action on an ordinance to amend the Fiscal Year 2020-2021 Budget for the Police Department for additional funds related to the emergency generator.

### Summary:

The Deer Park Police Department facility has an emergency generator, which currently provides emergency power to only a portion of the facility in the event of a power outage, specifically the Emergency Operations Center (EOC), Dispatch, Jail, and a portion of the Patrol Division. Because of the critical nature of the operations of the Deer Park Police Department, it is prudent to include several additional circuits to the emergency generator, including air conditioner #1, several offices and electrical outlets throughout the building that are currently not connected to the emergency generator. The estimated cost to connect the remaining areas of the Police Department facility to the emergency generator is approximately \$45,000.00 (based on a proposal from Waukesha-Pearce Industries, LLC). A budget amendment in the amount of \$45,000.00 is requested to appropriate the additional funds necessary to fund the cost for this necessary equipment in Fiscal Year 2020-2021. This additional appropriation would be funded by the unassigned fund balance of the General Fund.

### Fiscal Budget Impact:

Add \$45,000.00 to the Fiscal Year 2020-2021 budget for the Police Department (Account No. 010-300-49030, 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 to amend the Fiscal Year 2020-2021 Budget for the Police Department for

additional funds related to the emergency generator.

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

**AN ORDINANCE AMENDING THE 2020-2021 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, 2021 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

**II.**

That the Deer Park Police Department facility has an emergency generator, which currently provides emergency power to only a portion of the facility in the event of a power outage, specifically the Emergency Operations Center (EOC), Dispatch, Jail, and a portion of the Patrol Division.

**III.**

That because of the critical nature of the operations of the Deer Park Police Department, it is prudent to include additional circuits to the emergency generator, including air conditioner #1, several offices and electrical outlets throughout the building that are currently not connected to the emergency generator.

**IV.**

That the estimated cost to connect the remaining areas of the Police Department facility to the emergency generator is approximately \$45,000.00.

**V.**

That it is necessary to amend the budget for the fiscal year ending September 30, 2021 to appropriate an additional \$45,000.00 to connect the remaining areas of the Police Department facility to the emergency generator.

**VI.**

That funding for the amendment to the expenditures of the adopted budget for the fiscal year ending September 30, 2021 will include the amount of \$45,000.00 from the unassigned fund balance of the General Fund, which is available for this purpose.

**VII.**

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2021, be, and the same is hereby, in all respects finally approved and amended as so described and shall be, and is hereby, filed with the City Secretary of said City.

**VIII.**

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

**IX.**

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

**X.**

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

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the \_\_\_\_ day of \_\_\_\_\_, 2021 **by a vote of** \_\_\_\_\_ **“Ayes” and** \_\_\_\_\_ **“Noes”.**

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

**ATTEST:**

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City Secretary

**APPROVED:**

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City Attorney





# Waukesha-Pearce Industries, LLC

12320 South Main Street, Houston, TX 77035

Phone: 713-551-0330 ~ Fax: 713-551-0799

Texas License# 34010

Date: Friday, May 28, 2021  
Company: City of Deer Park  
Attention: Adam Ballesteros  
Re: Police Dept. Emergency Circuits  
Quote Number: 052821-RW-011

Dear Adam,

The following quotation is per your request and is based upon your requirements.

## **General Scope of Work:**

1. Furnish & Install (1) WPI provided 400A 480V 3P N1 distribution panel outside electrical room for added emergency loads.
2. Relocate (3) 200A feeds for panels MP, LP, and transformer TDP to WPI provided 400A distribution panel
3. Furnish & Install feeders between new 400A distribution panel and the load side of ATS1
4. Make all final terminations
5. Provide applicable permits as required by local jurisdiction.

## **Project Specific Clarifications:**

- Excludes temporary generator during shutdown and cutover
- Assume unrestricted access to construction area during normal working hours.
- Excludes Performance bonds any associated fees
- Proposal based on scope of work provided by customer.
- Quotation is limited to the quantity and description listed above

## **Standard Clarifications:**

- Applicable sales tax is NOT included
- Freight is included & FOB factory
- Manufacturer's standard literature is available
- This quotation is subject to WPI Terms & Conditions
- Quotation is valid for 60 days
- As a result of disruptions to supply chains and surges in material prices, WPI reserves the right to review all quoted material pricing prior to entering a project contract or acceptance of a PO.

## **Total Proposal for Above Scope:**

**\$ 44,571.00**

Best Regards,

Richard Westbury  
Sales Manager - PowerGen, Construction Services  
**Waukesha-Pearce Industries, LLC**  
Direct: (713) 551-0330  
Cell: (832) 457-8828  
Email: [Westbr@wpi.com](mailto:Westbr@wpi.com)

**Waukesha-Pearce Industries, LLC. (WPI)**  
**Standard Terms and Conditions of Sale**

**1. Acceptance**

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

**2. Payment Terms**

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment.

If WPI requires progress payments the following milestone achievements are:

- 50% upon submittal approval and notice to proceed
- 35% upon completion of construction and installation
- 15% upon completion of site QA inspection and acceptance of work performed

**3. Cancellation or Termination**

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for time and materials along with equipment purchases are subject to the following charges:

- 8+ weeks prior to completion date.....25%
- 6-8 weeks prior to completion date.....40%
- 4-6 weeks prior to completion date.....50%
- 2-4 weeks prior to completion date.....75%
- At scheduled completion date.....100%

Product purchased with special engineering requirements or non-returnable materials are subject to 100% cancellation charge.

**4. Change Orders**

No alterations in specifications, either for total quantity, delivery, mechanical, electrical, construction time and materials or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to additional fees and may be subject to alteration of construction, materials and equipment lead times.

Depending on the nature and timing of the changes requested, it may be necessary to reschedule project completion to a later date.

**5. Taxes**

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

**6. Shipping Dates**

Any equipment lead times and construction start or completion dates provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted or vendors providing materials. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer or material vendors, the estimated delivery will again be advised to WPI and WPI will update Buyer on the new estimated lead times. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

**7. Shipping and Delivery Acceptance**

It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

**8. Indemnity**

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected

**Waukesha-Pearce Industries, LLC. (WPI)**  
**Standard Terms and Conditions of Sale**

with the failure of, or the operation of the equipment or materials sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

**9. Consequential Damages and Other Charges**

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment or materials sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

**10. Performance Guarantee**

Performance is subject to equipment manufacturer's guarantees for performance and capacities, and is subject to de-rating for actual site conditions.

**11. Comments and Exceptions**

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully including all clarifications and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products or services quoted will meet the Buyer's specifications.

**12. Warranty**

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of (90) days from date of project completion or commissioning. All work performed by WPI electrical department will be completed in a workmanlike manner according to standard practices. All workmanship will be warranted for (90) days from date of completion of work and/or acceptance by customer. WPI's exclusive remedy for breach of these warranties shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas or remedy of workmanship not meeting standard practices. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative regarding warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected project. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, equipment rental or special transportation charges associated with warranty repairs.

**13. Literature**

WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

**14. Hours of Operation**

This proposal assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am–5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

**15. Start-Up**

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a generator to be started up/commissioned and filed. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert to the initial ship date. In addition, any product not started up in the first year must have the Long-Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.



## Legislation Details (With Text)

**File #:** PUR 21-016    **Version:** 1    **Name:**  
**Type:** Purchase    **Status:** Agenda Ready  
**File created:** 6/2/2021    **In control:** City Council  
**On agenda:** 6/15/2021    **Final action:**  
**Title:** Consideration of and action on authorization for the purchase and installation of various capital improvement items at: 1) Public Works - Transfer Station and 2) Police Department Station.  
**Sponsors:** Public Works  
**Indexes:**  
**Code sections:**

**Attachments:** [Generac 80 KW - spec sheet](#)  
[New Shower Floor Plan](#)  
[New Shower Floor Plan \(1\)](#)  
[Transfer Station Shower Remodel](#)  
[Transfer Station Restroom Below Stairs](#)

Date	Ver.	Action By	Action	Result
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### Title

Consideration of and action on authorization for the purchase and installation of various capital improvement items at: 1) Public Works - Transfer Station and 2) Police Department Station.

### Body

#### Summary:

Funds were approved and allocated in the FY 20-21 Capital Outlay budget to be utilized for the City of Deer Park - Transfer Station located at 610 Old Underwood Road:

1. Remodel upstairs shower room
2. New downstairs ADA accessible restroom
3. Install various new sidewalk and pavement around facility
4. Install new generator and associated equipment

The Transfer Station was built in 1984 and is a source of pride for the Public Works Department. Staff who work in this department assist with the sanitation of our City by keeping it clean and orderly with trash pickup Monday through Friday and residential drop-off hours on the weekend.

The Transfer Station building is currently in good condition and some minor additions at the facility are necessary in order to continue to improve and maintain it for future operations.

In addition, the Police Department requested a budget amendment in the amount of approximately \$45,000.00, at the June 15, 2021 Council Meeting to connect the remaining areas of the Police Department facility to their emergency generator. This work is needed so that all electrical circuits of the Police Department can remain operational during an emergency event. Currently several areas in the building including records and the HVAC unit that serves multiple areas in the building are not connected to the (2) existing transfer switches. Many alternatives have been evaluated and the recommended method to serve these loads was the least expensive, most efficient and would produce the shortest down time when the circuits are all connected. The Police Department would like to have this work completed as soon as possible and has spoken to a BuyBoard contractor to perform this service.

**Fiscal/Budgetary Impact:**

The Public Works Budget has \$253,700 budgeted for Transfer Station improvements in account numbers: 010-402-44040, 010-402-49030, and 010-402-49040.

Through the Police Department requested Budget Amendment, \$45,000 will be available in account number: 010-300-49030.

**CONSIDERATION OF AND ACTION ON  
AUTHORIZATION FUNDING REQUESTS**

<b>DEPT.</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>ACCOUNT</b>
Sanitation	Remodel upstairs shower room	\$ 36,100	010-402-44040
Sanitation	New downstairs ADA accessible	\$ 17,600	010-402-44040
Sanitation	Install new sidewalk and parking	\$ 25,000	010-402-49030
Sanitation	Install new generator and associated	\$ 175,000	010-402-49040
Police	Connect remaining areas to	\$ 45,000	010-300-49030
<b><u>TOTAL</u></b>		\$ 298,700	

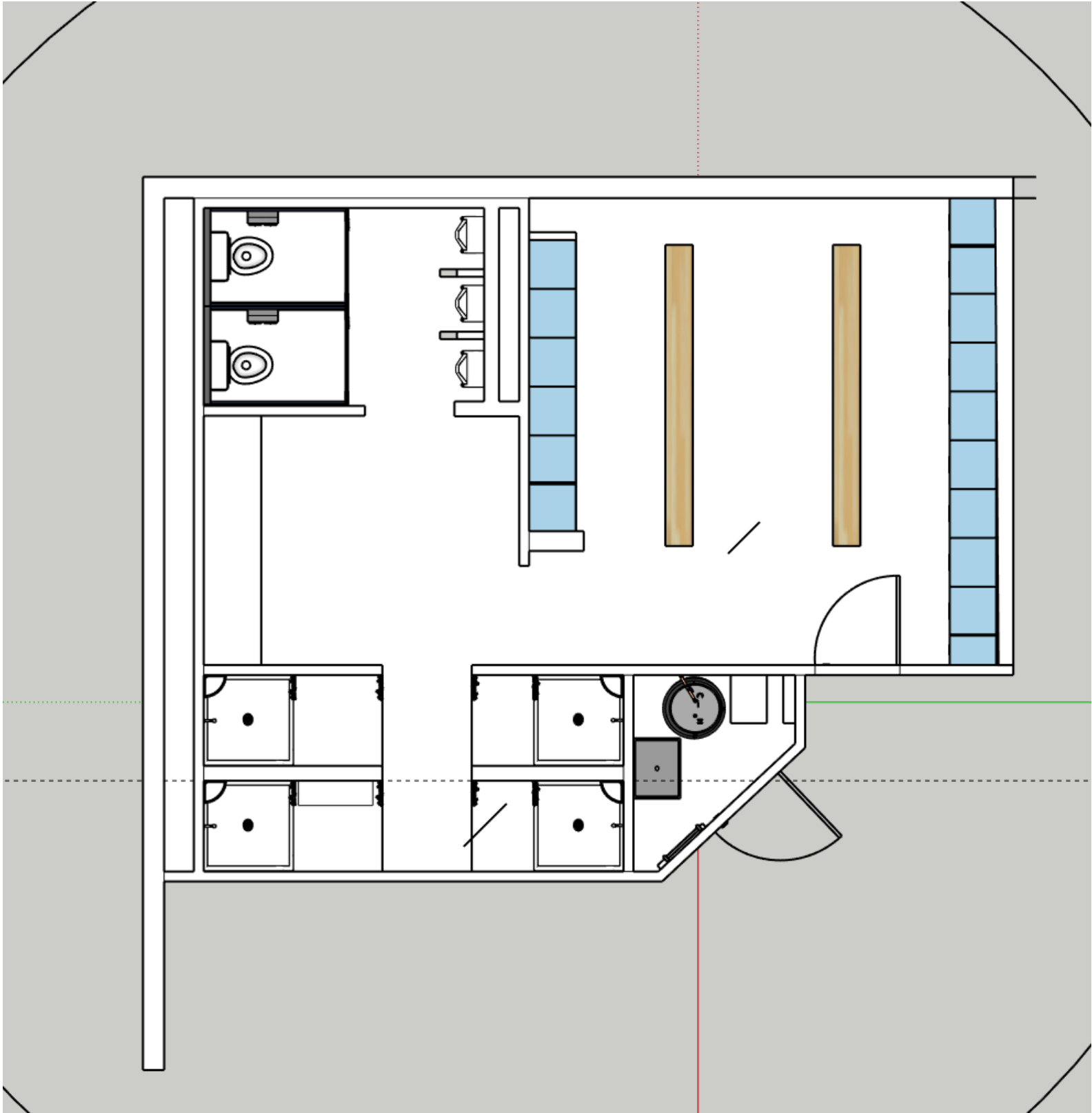
**Recommended action**

Approve the purchase of items associated with improvements to the Public Works - Sanitation Department - Transfer Station and Police Department Station via BuyBoard contractors.

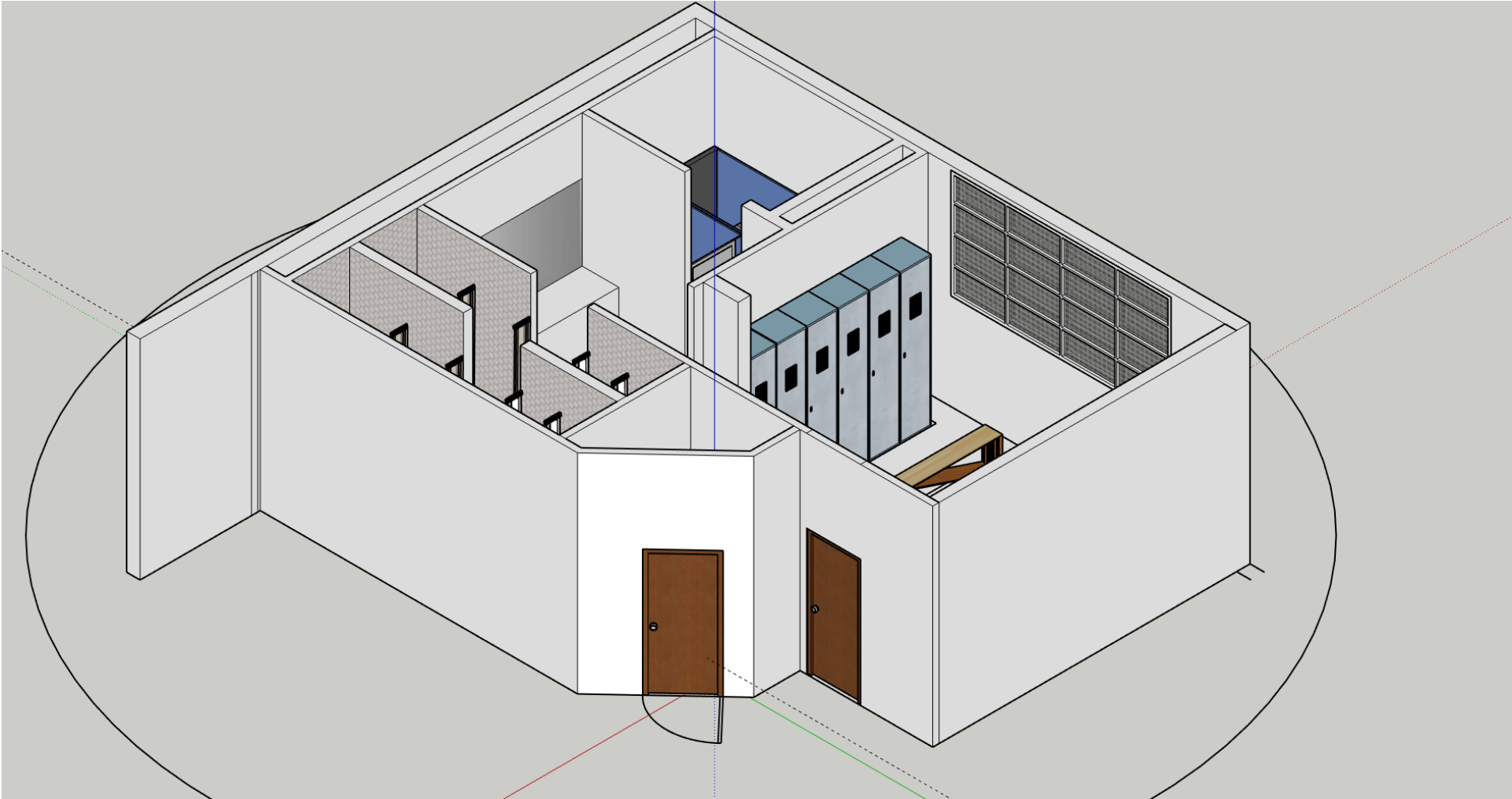
## Embedded Secure Document

The file <https://cityofdeerpark.legistar.com/View.ashx?M=F&ID=9450373&GUID=5D7262DB-23AF-4E54-83D3-9669AC62172B> is a secure document that has been embedded in this document. Double click the pushpin to view.









# CITY OF DEER PARK

## Transfer Station Tenant Improvements Shower Remodel

### CITY MANAGER

James J. Stokes

### DIRECTOR OF PUBLIC WORKS

W. R. (Bill) Pedersen, P.E.

### CITY SECRETARY

Shannon Bennett



### MAYOR

Jerry Mouton

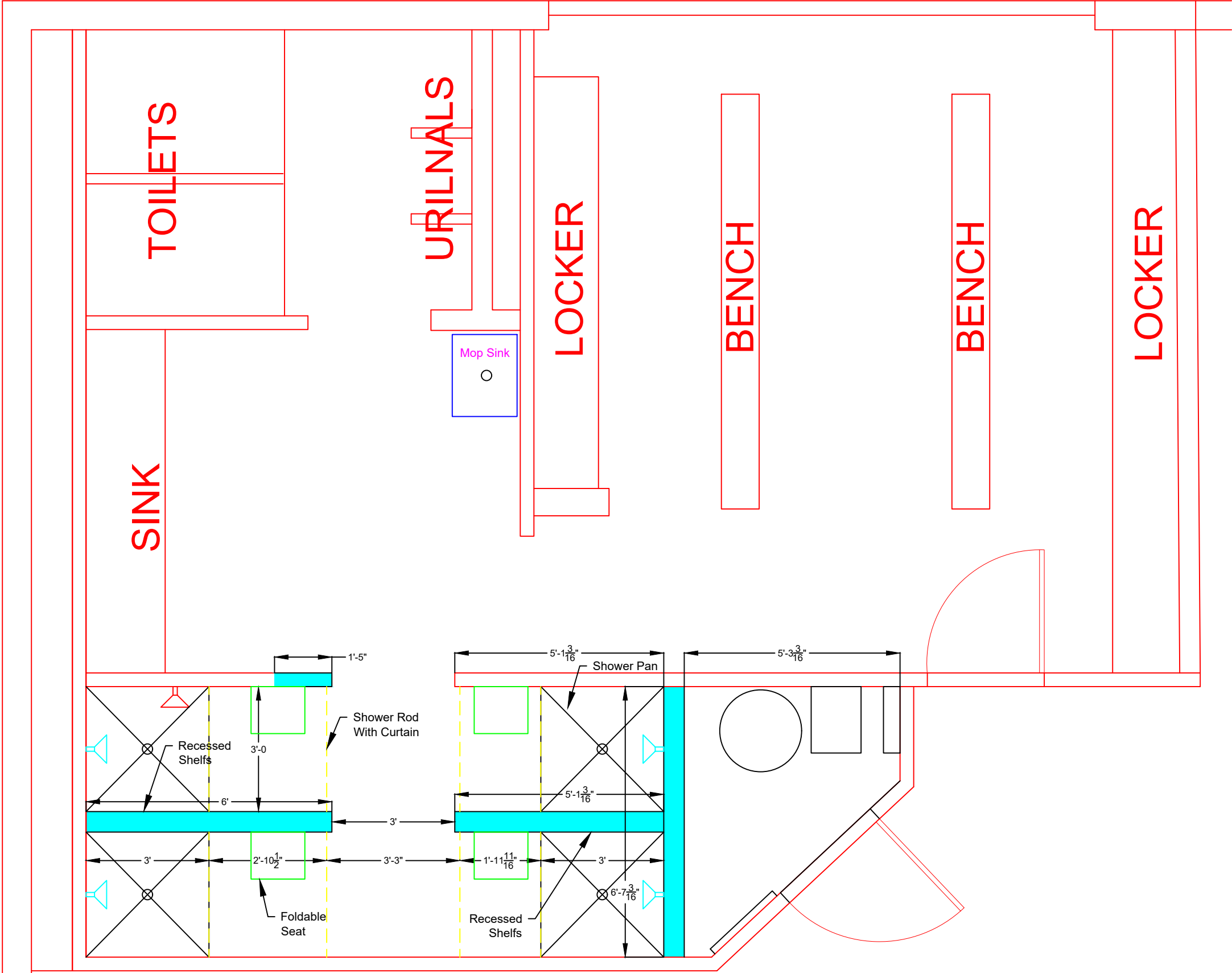
### COUNCIL MEMBERS

Position No. 1 – Sherry Garrison  
Position No. 2 – TJ Haight  
Position No. 3 – Tommy Ginn  
Position No. 4 – Bill Patterson  
Position No. 5 – Ron Martin  
Position No. 6 – Rae Sinor

710 E. SAN AUGUSTINE STREET  
DEER PARK, TEXAS 77536

MAY 2020

PROJECT NO. 3877-20

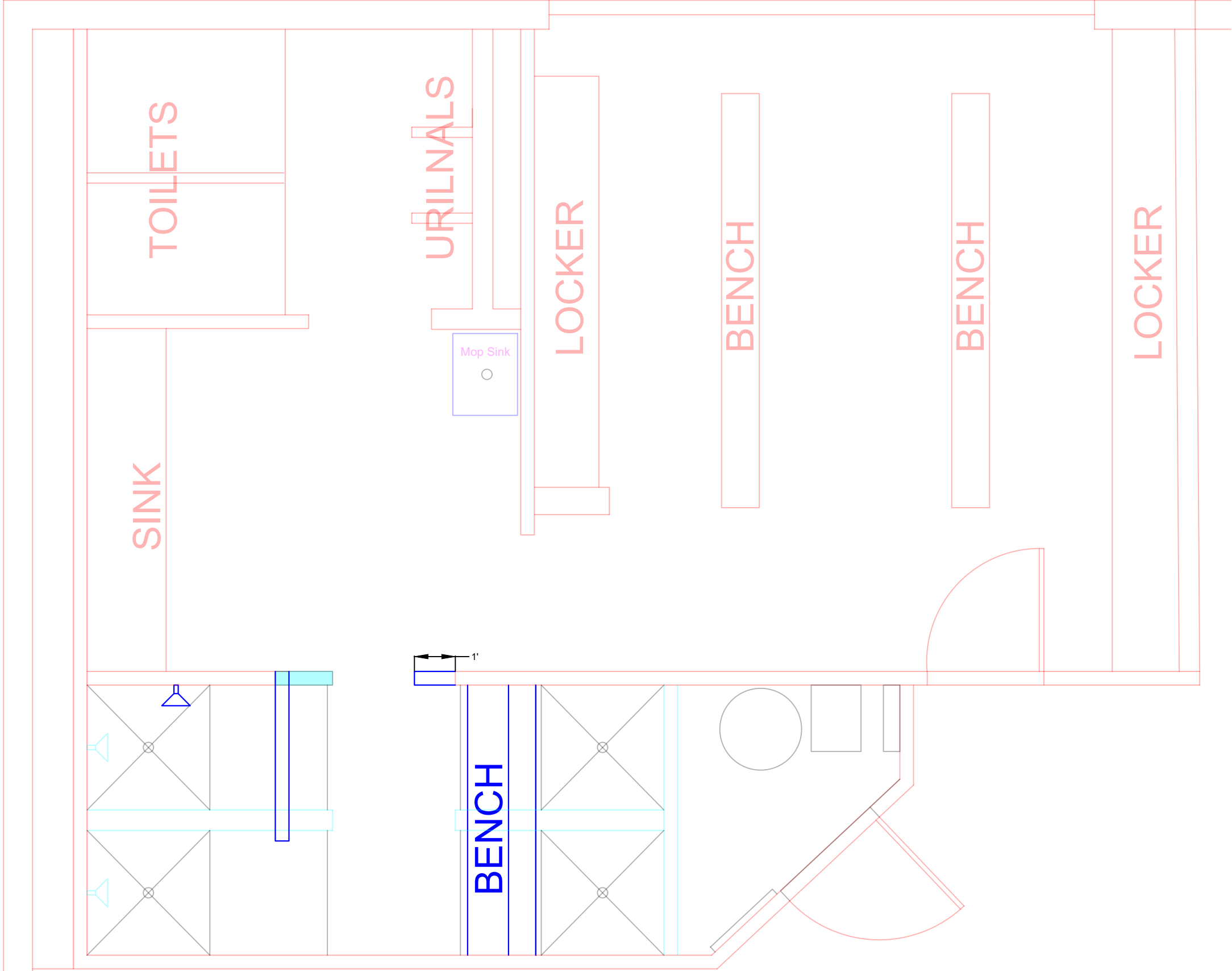


FLOOR PLAN



CITY OF DEER PARK  
TRANSFER STATION SHOWER LOCKER ROOM REMODEL  
FLOOR PLAN DESIGN 2

DATE: APRIL 2020					1	
PROJECT NO. 3879-20					2	
DRAWN BY: JAE					3	
CHECKED BY:					4	
SCALE: N/A					5	
CAD FILE NO.					6	
REVISIONS						
					NO.	DATE
						DESCRIPTION
						BY



DEMOLITION PLAN



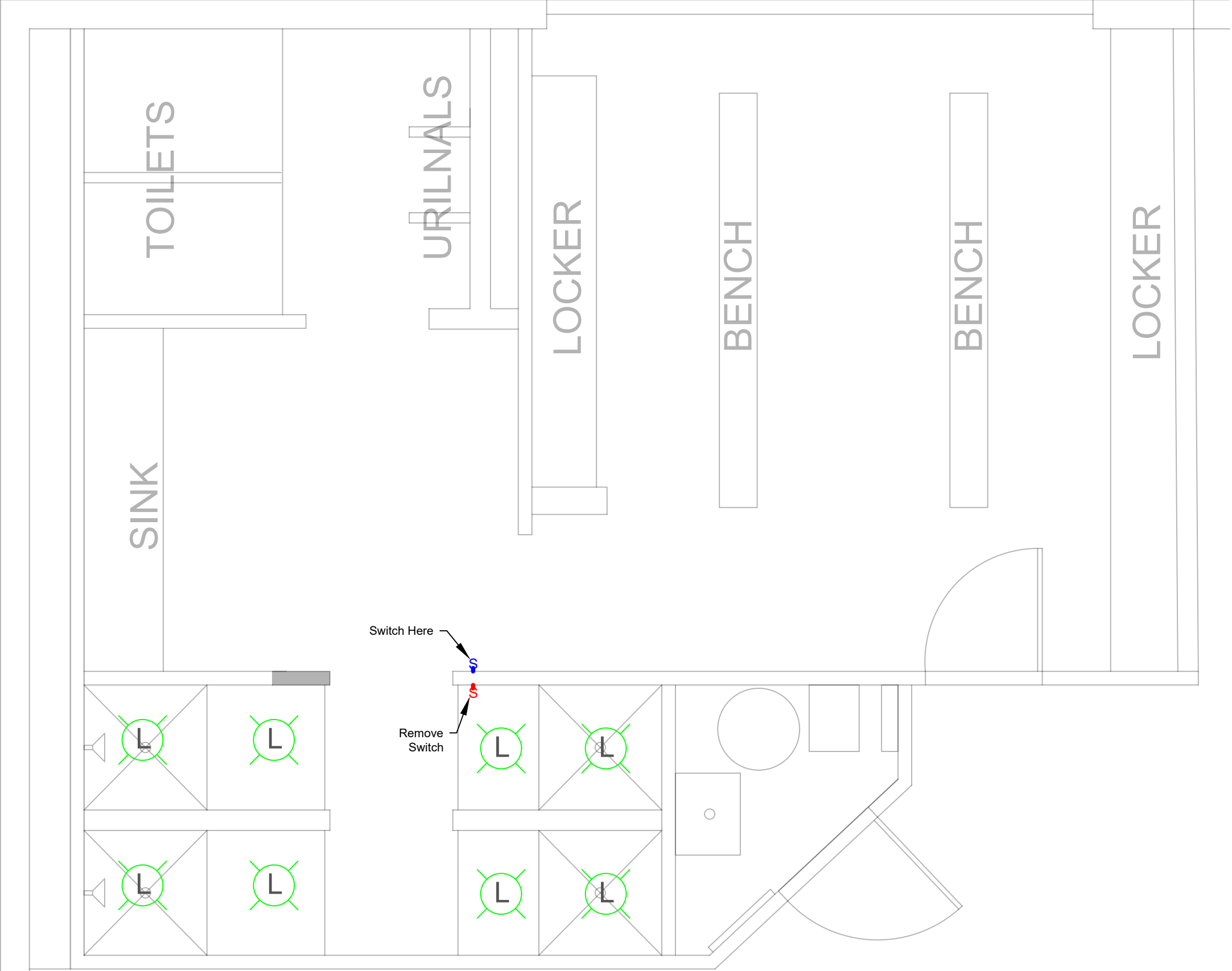
CITY OF DEER PARK  
TRANSFER STATION SHOWER LOCKER ROOM REMODEL  
DEMOLITION PLAN

SHEET  
3 OF 5

DATE: APRIL 2020  
PROJECT NO. 3879-20  
DRAWN BY: JAE  
CHECKED BY:  
SCALE: N/A  
CAD FILE NO.

REVISIONS

NO.	DESCRIPTION	DATE	BY
1			
2			
3			
4			
5			
6			




LEGEND

Light Switch  
Ceiling Light



ELECTRICAL PLAN



SHEET

4 of 5

CITY OF DEER PARK

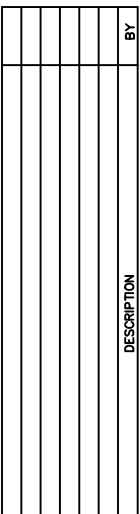
TRANSFER STATION SHOWER LOCKER ROOM REMODEL

ELECTRICAL PLAN

DATE: APRIL 2020  
PROJECT NO. 3879-20  
DRAWN BY: JAE  
CHECKED BY:  
SCALE: N/A  
CAD FILE NO.

REVISIONS

NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			



# CITY OF DEER PARK

## Transfer Station Tenant Improvements Restroom Below Stairs Addition

### CITY MANAGER

James J. Stokes

### DIRECTOR OF PUBLIC WORKS

W. R. (Bill) Pedersen, P.E.

### CITY SECRETARY

Shannon Bennett



### MAYOR

Jerry Mouton

### COUNCIL MEMBERS

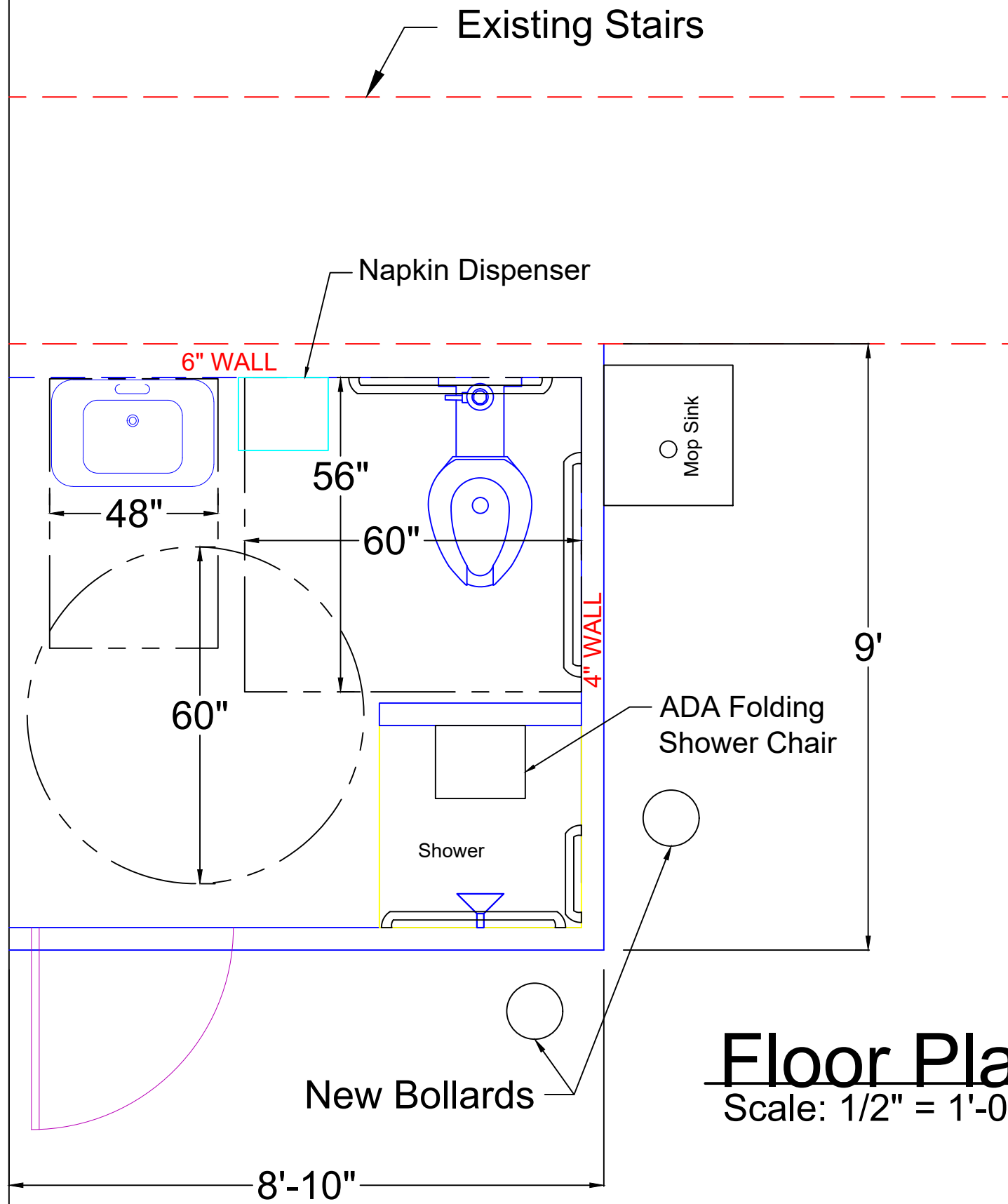
Position No. 1 – Sherry Garrison  
Position No. 2 – TJ Haight  
Position No. 3 – Tommy Ginn  
Position No. 4 – Bill Patterson  
Position No. 5 – Ron Martin  
Position No. 6 – Rae Sinor

710 E. SAN AUGUSTINE STREET  
DEER PARK, TEXAS 77536

MAY 2020

PROJECT NO. 3877-20





**Floor Plan**  
Scale: 1/2" = 1'-0"

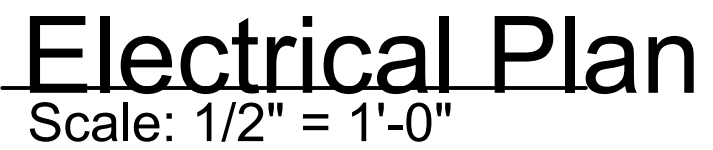
REVISIONS		DATE		DESCRIPTION		BY	
1							
2							
3							
4							
5							
6							

DATE: MAY 2020	PROJECT NO. 3877-20
DRAWN BY: JAE	CHECKED BY:
SCALE:	CAD FILE NO.

CITY OF DEER PARK  
TRANSFER STATION IMPROVEMENTS  
RESTROOM UNDER STAIRS ADDITION

**DEER PARK**  
ILLINOIS

SHEET  
2 OF 3



REVISIONS		NO.	DATE	DESCRIPTION	BY
	1				
	2				
	3				
	4				
	5				
	6				



## Legislation Details (With Text)

**File #:** GRT 21-002    **Version:** 1    **Name:**

**Type:** Grants    **Status:** Agenda Ready

**File created:** 6/9/2021    **In control:** City Council

**On agenda:** 6/15/2021    **Final action:**

**Title:** Consideration of and action on seeking a grant from Shell USA in the amount of \$5000 to provide funding for the upcoming Deer Park Animal Shelter Woofstock pet adoption event.

**Sponsors:** Greg Grigg, Police

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Consideration of and action on seeking a grant from Shell USA in the amount of \$5000 to provide funding for the upcoming Deer Park Animal Shelter Woofstock pet adoption event.

These funds will cover the cost of a live band, jump house rental, and promotional materials for the Deer Park Animal Shelter Woofstock pet adoption event. Any surplus will be used to purchase pet food for the shelter.

### Summary:

These funds will be used to host the Woofstock pet adoption event.

### Fiscal/Budgetary Impact:

A Shell USA grant will require no matching funds.

### Recommend Approval.





## Legislation Details (With Text)

**File #:** GRT 21-003    **Version:** 1    **Name:**

**Type:** Grants    **Status:** Agenda Ready

**File created:** 6/9/2021    **In control:** City Council

**On agenda:** 6/15/2021    **Final action:**

**Title:** Consideration of and action on seeking a grant from Shell USA in the amount of \$5000 to provide funding for the purchase of tactical gunshot and trauma kits for marked Police patrol units.

**Sponsors:** Greg Grigg, Police

**Indexes:**

**Code sections:**

**Attachments:** [trauma kit.pdf](#)

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Consideration of and action on seeking a grant from Shell USA in the amount of \$5000 to provide funding for the purchase of tactical gunshot and trauma kits for marked Police patrol units.

These funds will be used to purchase twenty-nine (29) tactical gunshot and trauma kits for marked patrol units.

### Summary:

These funds will be used to purchase tactical trauma kits for the marked Police fleet. The trauma kits will be stocked with medical supplies for the emergency treatment of significant trauma.

### Fiscal/Budgetary Impact:

A Shell USA grant will require no matching funds.

Recommend approval.

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- ☑ **This item:** Lightning X Rip-Away Officer's Patrol Tactical Gunshot & Trauma IFAK Kit w/Headrest Mount - Desert... **\$149.99** (\$149.99 / 1 Count)
- ☑ CELOX™ 2 GRAM - PACKAGE OF 5 **\$19.75** (\$3.95 / 1 Count)
- ☑ North American Rescue Hyfin Vent Chest Seal, Original Version 2 Count (Pack of 1) **\$14.99** (\$7.50 / 1 Count)

Subtotal  
**\$75.82**



2 in cart



## Legislation Details (With Text)

**File #:** ORD 21-049    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 6/2/2021    **In control:** City Council  
**On agenda:** 6/15/2021    **Final action:**  
**Title:** Consideration of and action on an ordinance establishing a new Article IV-"Wireless Network Providers" for the purpose of regulating wireless network providers in City right-of-way.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [ord210525 Cell Nodes revised CLEAN final](#)  
[3e9b73f6-7799-47a3-a532-5f9b4b13f8c5](#)  
[17dbd758-8f1e-4f79-87cd-a0838c8f326f](#)

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Consideration of and action on an ordinance establishing a new Article IV-"Wireless Network Providers" for the purpose of regulating wireless network providers in City right-of-way.

### Summary:

On February 2, 2021 staff discussed with council a proposed ordinance and design manual regulating Wireless Network Providers in City right-of-way. After receiving comments from a network provider questioning the legality of some requirements and fees staff hired Arturo Rodriguez, Jr. with Russell Rodriguez Hyde Bullock, L.L.P. Mr. Rodriguez worked with our city attorney and staff to amend the ordinance and design manual. The revised ordinance and design manual are attached for your consideration. The fees will be incorporated into the Appendix B-Schedule of fees, rates and charges.

**History:** In 2017, a coalition of around 40 cities sued the State of Texas to challenge the unconstitutionally low right-of-way rental fees brought about by the recent passing of S.B. 1004. The bill required cities to allow access to cellular companies for antennae and related equipment ("small cell nodes") in city right-of-ways. The bill also entitled cell companies and others to place equipment on city light poles, traffic poles, street signs and other poles within the City. It was legislative action forcing cities to give away their valuable assets to private companies. In 2019, S.B. 1152 passed that authorized cable or phone companies to stop paying franchise fees. Both bills could lead to the complete elimination of all franchise fees in future sessions. Before the bills became effective, a coalition of cities and state leagues filed a lawsuit to overturn both bills. The U.S. Court of Appeals for the Tenth Circuit denied the coalitions motion to postpone the order while the lawsuit advanced. The Tenth Circuit court agreed to transfer the proceedings to the Ninth Circuit who is considered a more city-friendly venue for this type of dispute. While the proceedings move forward thru the courts, cities are diligently working to develop and adopt an ordinance and a Design Manual in order to better manage Wireless Network Providers within the City's right-of-way.

Fiscal/Budgetary Impact:

Revenue for maintaining ROW

Staff recommend approval



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

**AN ORDINANCE AMENDING CODE OF ORDINANCES CHAPTER 94 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES BY ESTABLISHING A NEW ARTICLE IV – “WIRELESS NETWORK PROVIDERS” FOR THE PURPOSE OF REGULATION THE USE, OCCUPANY AND MAINTENANCE OF CITY RIGHTS-OF-WAY BY WIRELESS NETWORK PROVIDERS; DESCRIBING THE PURPOSE; PROVIDING DEFINITIONS; CREATING AND REQUIRING COMPLIANCE WITH THE CITY DESIGN MANUAL AND APPLICABLE CODES FOR THE INSTALLATION OF NETWORK NODES AND NODE SUPPORT POLES PURSUANT TO CHAPTER 284 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING PROCEDURES AND TIME PERIODS FOR ACCEPTING AND PROCESSING PERMIT APPLICATIONS; PROVIDING APPLICATION AND ANNUAL PUBLIC RIGHT-OF-WAY RENTAL FEES; RESTRICTING PLACEMENT OF NETWORK NODES AND NODE SUPPORT POLES IN MUNICIPAL PARKS; RESIDENTIAL AREAS, AND HISTORIC DISTRICTS; PROVIDING INDEMNITY FOR THE CITY; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Deer Park (City) recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities; and

**WHEREAS**, Chapter 284 of the Texas Local Government Code (the Code) allows certain wireless network providers to install in the City's public rights-of-way their wireless facilities, described and defined in Section 284.002 of the Code as "Micro Network Nodes," "Network Nodes," "Node Support Poles," and Transport Facilities;; and

**WHEREAS**, as expressly allowed by Section 284.108 of the Code and pursuant to its police power authority reserved in Sec. 284.301 of the Code, the City does hereby approve the *Design Manual for the Installation of Network Nodes, Node Support Poles and Transport Facilities* (the Design Manual) which is attached to this Ordinance as Exhibit “A”) in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications network providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment; and

**WHEREAS**, the City Council desires to regulate the installation of Network Nodes, Network Support Poles and Transport Facilities pursuant to Chapter 284 of the Code in a way that is fair, reasonable and nondiscriminatory.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF DEER PARK, TEXAS, THAT:**

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Chapter-94: Article-IV – Wireless Network Providers Established.** A new Chapter 94, Article IV – Wireless Network Providers is hereby established as follows:

**Sec. 94-90: Purpose**

The purpose of this article is to:

- (a) Assist the City in the competitively neutral and nondiscriminatory management of the physical use, occupancy, and maintenance of its public rights-of-way by wireless network providers;
- (b) Secure fair and reasonable compensation for the physical use and occupancy of the public rights-of-way by wireless network providers in a nondiscriminatory and competitively neutral manner; and
- (c) Assist the City in protecting the public health, safety, and welfare.

**Sec. 94-91: Governing Law**

This chapter shall be construed in accordance with Chapter 284 of the Texas Local Government Code (the Code) to the extent not in conflict with the Constitution and laws of the United States or the State of Texas.

**Sec. 94-92: Definitions**

For the purpose of this article, the definitions found in the City *Design Manual for the Installation of Network Nodes, Node Support Poles, and Transport Facilities* (the Design Manual) are hereby incorporated into this article and shall apply unless the context clearly indicates or requires a different meaning. The following definitions as found in the Design Manual are specifically applicable to this article.

*Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of Wireless Services*

*Applicable Codes* means:

- (a) The building, fire, electrical, plumbing, or mechanical codes promulgated by a recognized national code organization and adopted by the City; and
- (b) Local amendments to those codes to the extent not inconsistent with Chapter 284.

*Applicant* means any Person who submits an Application and is a Network Provider or its designee.

*Application* means a request submitted by an Applicant (i) for a Permit to Collocate Network Nodes; or (ii) to install a Transport Facility; or (iii) approve the installation, replacement or modification of a Pole.

*City* means the City of Deer Park, Texas.

*City Code* means the Code of Ordinances, City of Deer Park, Texas and any ordinance not codified therein.

*City Council* means the municipal governing body of the City of Deer Park, Texas.

*City Manager* means the City Manager or his/her designee for the City of Deer Park, Texas.

*Chapter 284* means Texas Local Government Code, Chapter 284.

*Code* means the Texas Local Government Code.

*Collocate and collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of Network Nodes in a public right-of-way on or adjacent to a Pole.

*Concealment or Camouflage* means any Wireless Facility or Pole that is covered, blended, painted, disguised, Camouflaged, or otherwise concealed such that it blends into the surrounding environment and is visually unobtrusive. A Concealed or Camouflaged Wireless Facility or Pole includes any Wireless Facility or Pole approved by the City as conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to, a Wireless Facility or Pole that is hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

*Day* means a calendar day.

*Decorative pole* means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to the City Code.

*Design Area* means an area that is zoned, or otherwise designated by City Code, and for which the City maintains and enforces unique design and aesthetic standards.

*Design Manual* means the design requirements in effect at the time of a construction Permit application, or the commencement of work not required to obtain a Permit, for specific types of Facilities, including any adopted Design Manuals or the City Code, as amended from time to time.

*Easement* means and shall include any public easement or other compatible use created by dedication, or by other means, to the City for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

*Facilities* means any and all of the Network Nodes, transport facilities, equipment cabinets, Node Support Poles, duct spaces, manholes, poles, conduits, underground and overhead passageways, and other equipment, structures, plant, and appurtenances and all Transmission Media used for the provision of Wireless Service or Telecommunication Service.

*Federal Communications Commission* or *FCC* means the Federal Communications Commission, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

*Highway right-of-way* means right-of-way adjacent to a state or federal highway.

*Historic district* means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

*Law* means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

*Line Fee* means a monthly fee to be applied to each Access Line for the calculation of the total amount to be paid to the City as a rights-of-way Fee.

*Local* means within the geographical boundaries of the City.

*Location* means the City-approved and lawfully permitted location of the Network Node.

*Macro Tower* means a guyed or self-supported Pole or monopole greater than the height parameter prescribed by Section 284.103 of Chapter 284 and that supports or is capable of supporting Antennas.

*Mayor* means the mayor of the City of Deer Park, Texas, or designee.

*Micro network node* means a Network Node that is not larger in dimension than 24- inches in length, 15-inches in width, and 12-inches in height, and that has an exterior antenna, if any, not longer than 11-inches.

*Municipal park* means an area that is zoned or otherwise designated by the City as a public park for the purpose or recreational activity.

*Network node* means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(a) Includes:

- (1) Equipment associated with wireless communications
- (2) A radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (3) Coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collation: and

(b) Does not include:

- (1) An electric generator;

- (2) A Pole; or
- (3) A Macro Tower

*Network provider* means:

- (a) A wireless service provider; or
  - (b) A person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider;
- (1) Network Nodes; or
  - (2) Node Support Poles or any other structure that supports or is capable of supporting a network node; or
  - (3) Transport Facilities

*New Node support pole or new pole* means a new installation, including any extension or replacement of an existing pole where replacement is not exempt from permit requirements under this Article.

*Node support pole* means a pole installed by a network provider for the primary purpose of supporting a Network Node.

*Permit* means a written authorization for the use of the public right-of-way or collocation on a service pole required from the City before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

*Permit Holder* means any person that has been issued a permit pursuant to the terms of this article.

*Person* means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the City.

*Plans of Record* means plans of the facilities that:

- a. A city street map marked in such a manner as to evidence which the thoroughfares along which the network provider has placed facilities (not including boxes and other appurtenances) shall serve as the plans of record for the network provider. The address and GPS coordinates must be included for any pole or equipment collocated on a pole. The city street map will be made available in a digital format upon request to the city engineer.
- b. On or before January 31 of each calendar year following the initial submittal of its plans of record, a network provider shall provide to the city engineer plans of record that show all installations of new facilities, and all changes, additions, abandonments, and relocations relating to existing facilities completed in the previous calendar year, including the address and GPS coordinates for such facilities.

- c. Plans of record shall not include information that is a trade secret or other confidential information protected from disclosure by state law. Information marked "proprietary" or "confidential" will not be accepted by the city. Location information is not a trade secret or proprietary/confidential information, and this definition may not be construed to authorize a network provider to fail to provide location information

*Pole* means a service pole, City-owned utility pole, node support pole, or utility pole.

*Private easement* means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

*Provider* has the same meaning as a Wireless Network Provider or Telecommunication Service Provider.

*Public right-of-way* means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the City has an interest. The term does not include:

- (a) A private easement; or
- (b) The airwaves above a public Right-of-way with regard to wireless telecommunications. This includes, but is not limited to, all present and future public streets, avenues, highways, alleys, sidewalks, boulevards, drives, easements, bridges, and other similar passageways, thoroughfares, and public ways within the City.

*Public Utility* means a public utility as that term used in the Public Utility Regulatory Act, Texas Utilities Code § 11.004, including municipally owned and/or operated utilities.

*Public Works Director* means the City's Public Works Director or appointed designee.

*Right-of-way fees* means the total amount paid to the City for the use and occupancy of the rights-of-way. The fee shall be on a paid quarterly basis for access lines and on an annual basis for other structures and facilities. For Wireless Network Providers, this is the rental charge paid in accordance with Chapter 284 of the Texas Local Governmental Code.

*Service pole* means a pole, other than a City-owned utility pole, owned or operated by the City and located in a public right-of-way, including:

- (a) A pole that supports traffic control functions;
- (b) A structure for signage;
- (c) A pole that supports lighting, other than a decorative pole; and
- (d) A pole or similar structure owned or operated by a municipality and supporting only network nodes.

*Street* means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A "Street" is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-way may include sidewalks and utility easements. A "Street" does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

*Traffic Signal* means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

*Transport facility* means each transmission path physically within a public right-of-way, extending with a physical line from a Network Node directly to the network, for the purpose of providing backhaul for network nodes.

*User* means any Person that applies for a Permit under this Article, or any person that owns, controls, constructs, installs, repairs, maintains, upgrades or removes a structure in the Right-of-way, including any contractor or subcontractor of a person who owns or controls a structure in the Right-of-way.

*Utility pole* means a pole that provides:

- (a) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (b) services of a telecommunications provider, as defined by Section 51.002, Texas Utilities Code.

*Wireless service* means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a Network Node.

*Wireless service provider* means a person that provides wireless service to the public or an entity.

*Wireless facilities* mean "Micro Network Nodes," "Network Nodes," "Node Support Poles," and "Transport Facilities" as defined in Chapter 284.

## **Sec. 94-93 - Registration and construction permits.**

No person shall commence or continue with the construction, maintenance, operation or installation of any structure within the Rights-of-way of the City except as provided by this Article, or as provided by other City permits or written agreements with the City. Registration and Permits will be issued in the name of the person who will own the structures.

- (a) *Registration required.* For the safety of all Users and the public, all Users of the Right-of-way must register annually with the City. Registration shall include:

- (1) The name of the User of the right-of-way;

- (2) The name, address, and telephone number of the User;
  - (3) The name(s) and telephone number of an emergency contact who shall be available twenty-four (24) hours a day;
  - (4) The location, including exact coordinates, of all structures located in the Right-of-way; and
  - (5) A description of each structure located in the Right-of-way.
- (b) *Construction permit required.* Unless otherwise provided by this Article, no person shall perform any construction or installation of structures in the Right-of-way without first obtaining a construction permit. The Permit must be completed and signed by the owner or authorized representative of the owner of the proposed structures. A construction Permit for a proposed Network Node, Node Support Pole, or Transport Facilities shall be processed in accordance with the timelines of Section 284.154 of Chapter 284.
- (1) *Permit information required.* The person requesting a Permit will provide the Public Works Director with documentation describing:
    - I. The proposed, approximate location, route and type of all structures to be constructed, installed, or modified and the User's plan for Right-of-way construction.
    - II. Engineering plans provided on a drawing scale not smaller than one (1) inch equals one hundred (100) feet unless approved by the Public Works Director.
    - III. Description of all existing public and private utilities in close proximity to User's proposed route (within 300 feet).
    - IV. Description of plans to remove and replace pavement or drainage works in streets. Plans submitted must conform to City of Deer Park standard construction requirements and any other applicable law.
    - V. Drawings of any bores, trenches, handholes, manholes, switch gear, transformers, pedestals, etc., including depth.
    - VI. Three (3) sets of engineering plans.
    - VII. The construction and installation methods to be employed for the protection of existing structures, fixtures, and facilities within or adjacent to Right-of-way.
    - VIII. The name and address of the person to whom notices are to be sent, a 24-hour per day contact number for the User in case of emergency.



- IX. Location map that includes all other structures within 500-feet of the proposed location.
- X. When a new pole is proposed, an industry standard pole load analysis certified by an engineer licensed to practice in Texas, with soils test or geotechnical survey, where required.
- XI. A complete application and supporting documents for land use approval where required.
- XII. Proof of payment of the construction permit fee and prorated. Right-of-way fee for the remaining portion of the current calendar year.
- XIII. Complete legend of drawings submitted by User, which may be provided by reference to previously submitted documents.
- XIV. The construction and installation methods to be employed for the protection of existing structures, fixtures, and Facilities within or adjacent to the Right-of-way, and the estimated dates and times work will occur, all of which (methods, dates and times, etc.) are subject to approval of the Public Works Director.
- XV. Proof of insurance or net worth.

(c) *Access to site.* All construction and installation in the Right-of-way shall be in accordance with the Permit for the structures. The Public Works Director shall be provided access to the work and to such further information as may reasonably be required to ensure compliance with the Permit.

(d) *Plans on site.* A copy of the construction Permit and approved engineering plans shall be maintained at the construction site and made available for inspection by the Public Works Director at all times when construction or installation work is occurring.

(e) *Timelines.* All work authorized by Permit must be completed in the time specified in the construction Permit. If the work cannot be completed in the specified times period, the Permit Holder may request an extension from the Public Works Director.

(f) *Insurance and bonds.*

(1) A User must provide proof of liability insurance in the amount of one million dollars (\$1,000,000.00). Such requirements may be waived by the Public Works Director if the User provides acceptable evidence of self-insurance backed by assets equal to but not less than a net worth in the amount of at least five million dollars (\$5,000,000.00).

(2) The coverage provided shall be on an “occurrence” basis and shall include coverage for personal injury, contractual liability, premises liability, medical

damages, underground, explosion, and collapse hazards.

- (3) The liability insurance must be from an insurer authorized to do business in the State of Texas.
- (4) Each policy must include a cancellation provision in which the insurance company is required to notify the City in writing not fewer than thirty (30) days before cancelling, failing to renew, or reducing policy limits.
- (5) The User shall file the required original certificate of insurance prior to any commencement of work. The certificate shall state the policy number; name of the insurance company; name and address of the agent or authorized representative of the insurance company; name address and telephone number of insured; policy expiration date; and specific coverage amounts.
- (6) The User shall file a surety bond which shall be valid prior to the commencement of any construction through two (2) full years after the completion of the construction from a surety company authorized to do business in the State of Texas in the amount of fifteen thousand dollars (\$15,000.00) to guarantee the restoration of the Right-of-way in the event the User leaves a job site in the Right-of-way unfinished, incomplete, or unsafe. Such requirement for a surety bond may be waived by the Public Works Director upon a showing of financial responsibility by the applicant.
- (g) *Approval.* Unless otherwise provided by this Article, request for Permits shall be approved or disapproved by the Public Works Director within a reasonable time of receiving all the necessary information.
- (h) *Preconstruction meeting.* The Public Works Director or User may request a preconstruction meeting.
- (i) *Exemption to construction permit and registration requirement.* The following activities shall not be required to obtain a permit under this Article.
  - (1) Routine maintenance that does not require excavation or closing of sidewalks or vehicular lanes in the public Right-of-way; or
  - (2) Replacing or upgrading a network node or network pole with a node or pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in the Right-of-Way; or
  - (3) The installation, placement, maintenance, operation or replacement of Micro Network Nodes that are strung on cables between existing Poles or Node Support Poles in compliance with the National Electrical Safety Code.

At least 24-hour advance written notice to the Public Works Director of work performed under this section is required, including proof that the User is acting with approval of a Pole's owner if structures are being collocated on an existing pole.

- (j) *Building permit.* The owner of driveways, streets, and other permanent structures constructed in the public Right-of-way pursuant to a building permit obtained under the adopted construction codes of the City is not required to register the structures annually.

#### **Sec. 94-94 - Construction standards.**

- (a) *Advance notice required.* The Public Works Director shall be notified twenty-four (24) hours in advance that construction, unless such period falls on a weekend or City holiday which in such case notice shall be provided the previous business day, is ready to proceed by either the Right-of-way User, their contractor or representative, including the name, address, and phone numbers of the contractor performing the actual construction, and the name and telephone number of the individual who will be available at all times during construction. Failure to provide the above information will result in the suspension of the Permit until the required information is received.
- (b) *Conformance to other Laws.* All construction shall be in conformance with all City Codes and applicable local, State and Federal Laws.
- (c) *Erosion control.* Erosion control measures (i.e., silt fence) and advance warning signs, markers, cones, and barricades must be in place before work begins. Permit Holder may be required to show proof of EPA approved plans relating to storm water and erosion when applicable or a letter stating such plans are not required. User shall comply with City, State and Federal guidelines regulating storm water management erosion control. Requirements shall include, but not be limited to, silt fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established, barricade fencing around open holes, and high erosion areas will require wire backed silt fencing , or straw bales, as appropriate.
- (d) *Lane closures.* Lane closures on collectors and thoroughfares, as identified by the City's thoroughfare plan, are limited to periods after 8:30 a.m. and before 4 p.m. unless the Public Works Director grants prior approval. Arrow boards will be required on lane closures with all barricades, advanced warning signs and thirty- six-inch (36") reflector cones placed accordance with the most recent Manual on Uniform Traffic Control Devices as adopted by the Texas Department of Transportation and reviewed by the Public Works Director.
- (e) *Workmanship.* Users are responsible for the workmanship and any damages caused by a contractor or subcontractor.
- (f) *Notice of damage.* All Users shall notify the Public Works Director immediately of any damage to utilities or other structures, either City or privately owned.

- (g) *Prior approval required for Street or Sidewalk cut.* Except in the event of an emergency, prior approval must be obtained from the Public Works Director when a Street or Sidewalk cut is required and all requirements of the City shall be followed. Repair of all Street and Sidewalk removals shall be made promptly to avoid safety hazards to vehicle and pedestrian traffic.
- (h) *Interference prohibited.* Newly installed structures shall not interfere with Facilities or structures of other Users, in particular gravity dependent Facilities.
- (i) *Depth.* Underground structures shall be installed at a minimum of two (2) feet depth, unless approved by the Public Works Director or as otherwise provided by this Article.
- (j) *Work hours.* Except in the event of an emergency, working hours in the Right-of-way that do not require a lane closure as described in 94-94(d) above are 7:00 a.m. to 6:00 p.m., Monday through Friday. Work that needs to be performed after 6:00 p.m. Monday through Friday must be approved in advance. Except in the event of an emergency, any work performed on Saturday or Sunday must be approved twenty-four (24) hours in advance by the Public Works Director. Directional boring is permitted only Monday through Friday, unless approved in advance.
- (k) *Plans of record.* Right-of-way Users shall provide the Public Works Director with "plans of record" within ten (10) days of completion of structures in the Right-of-Way. Submittal of "plans of record" should be in digital formatting as well as written or in any other format requested by the Public Works Director.

#### **Sec. 94-95 - General terms applicable to permit holders.**

- (a) *Permit rights apply to Permit Holder only.* The rights granted by this Article inure to the benefit of the Permit Holder only. The rights granted by Permit may not be assigned, transferred, or sold to another. For the purposes of this Section, assignment, transfer or sale means a change of operating control of the Permit Holder, expressly excepting an assignment or transfer to entities that control, are controlled by, or are under common control with the Permit Holder.
- (b) *Not exclusive.* No rights agreed to in this Article by the City shall be exclusive and the City reserves the right to grant franchises, licenses, easements or permissions to use the Rights-of-way within the City to any person as the City, in its sole discretion, may determine to be in the public interest.
- (c) *Deed restrictions.* A User installing Structures in a Public Right-of-way shall comply with private deed restrictions and other private restrictions in the area.
- (d) *Cable service not authorized by Permit.* A Permit Holder is not authorized to provide Cable Service as a cable operator in the City under this Article, but must first obtain a franchise agreement from the City for that purpose, under such terms and conditions as may be required by law. A Permit for the installation, placement, maintenance, or operation of a Network Node or Transport Facility under this Article shall not confer

authorization to provide Cable Service or video service, as defined by Section 66.002, Texas Utilities Code, or information service as defined by 47 U.S.C. Section 153(24), or Wireless Service as defined by 47 U.S.C. Section 153(53), in the Public Right-of-way.

- (e) *Interference not permitted; Notice and time for correction of interference.* A wireless Network Provider shall ensure that the operation of a Network Node does not cause any harmful radio frequency interference to a Federal Communications Commission-authorized mobile wireless operation of the City operating at the time the Network Node was initially installed or constructed. On written notice, a Wireless Network Provider shall take all steps reasonably necessary to remedy any harmful interference. If a Wireless Network Provider fails to correct any harmful interference within 60 days of written notice, the City may upon 14-day advance written notice revoke any and all Permits and registrations for the Network Node.
- (f) *Permit limited.* A Permit provided under this Article does not provide authorization for attachment of Network Nodes on Poles and other structures owned or operated by investor-owned electric utilities, as defined by Section 31.002 , Utilities Code , electric cooperatives, telephone cooperatives , as defined by Section 162.003, Utilities Code , or wireless Providers, as defined by Section 51.002 , Utilities Code .
- (g) *Other requirements.* The city may impose additional requirement on the activities of Providers in the Public Right-of-way to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.
- (h) *Authority Granted.* A Permit from the City authorizes an Applicant to undertake only certain activities in accordance with this Article, and does not create a property right or grant authority to the Applicant to impinge upon the rights of others who may already have an interest in the public right-of-way.

#### **Sec. 94-96 - Structure location and conformance with public improvements.**

Prior to initiating construction of a "City project" in the right-of-way, the City will provide each Right-of-way User preliminary project plans at various stages of completion (i.e., thirty (30) percent plans, sixty (60) percent plans, ninety (90) percent plans and final plans). Upon receipt of the first submittal of preliminary project plans (thirty (30) percent plans), each Right-of-way User shall be responsible for verifying the location of its underground structures in the vicinity of the City's project. In verifying the location of structures as required by this section, each Right-of-way User shall compile the information obtained regarding any structures located in the Right-of-way that are potentially affected by the City project and shall, within thirty (30) days of receipt of the first submittal of the preliminary project plans, make that information available to the City in a written and verified format acceptable to the Public Works Director. Whenever by reasons of widening or straightening of Streets, water or sewer line projects , or any other City projects (*i.e.*, install or improve storm drains, water lines, sewer lines) it shall be deemed necessary by the governing body of the City to remove, alter, change, adapt, or conform the underground or overhead structures of a Right-of -way User, such alterations shall be made by the owner of the structures at the owner's expense

within forty five (45) calendar days from the receipt of written notice to make the alterations, unless a different schedule has been approved by the Public Works Director. The owner of the structures shall be responsible for any direct costs incurred by the City, associated with project delays resulting from owner's failure to conform structures within the time limits established by this section. Reimbursement for all costs provided for by this paragraph shall be made within thirty (30) calendar days from the day which the owner receives written notice of such costs.

**Sec. 94-97- Improperly installed structures.**

- (a) *Proper installation required.* Structures in the Right-of-way shall be properly installed, repaired, upgraded and maintained. Structures shall be considered to be improperly installed, repaired, upgraded or maintained if:
  - (1) The installation, repairs, upgrade, or maintenance endangers people;
  - (2) The structures do not meet the applicable City requirements;
  - (3) The structures are not capable of being located using standard practices; or
  - (4) The plans are not approved by the Public Works Director.
- (b) *Existing structures.* The Section shall not apply to structures installed prior to the effective date of this ordinance unless such structures are repaired or upgraded.
- (c) *Public works Director review of Poles.* When Poles are used, the type of Poles, location, depth, upgrades, etc. shall be subject to review of the Public Works Director, unless otherwise provided by this Article.

**Sec. 94-98 - Restoration of property.**

- (a) *Restoration of affected property required.* Users of the Right-of-way shall restore property affected by construction in the Right-of-way to a condition that is equal to or better than the condition of the property prior to the performance of the work. This includes, but is not limited to, replacing all natural ground cover with an equal or better type of ground cover damaged during work, either by sodding or seeding, as directed by Public Works Director.
- (b) *Restoration requirements.* Restoration shall be to the reasonable satisfaction of the Public Works Director. The restoration shall include, but not be limited to:
  - (1) Installation of all manholes and handholes, as required;
  - (2) All bore pits, potholes, trenches, or any other holes shall be covered or barricaded daily;
  - (3) Leveling of all trenches and backhoe lines; and



- (4) Restoration of excavation site to City specifications.
- (c) Locator flags. All locator flags shall be removed during the cleanup process by the Permit Holder or Permit Holder's contractor at the completion of the work.

#### **Sec. 94-99 - Revocation or denial of Permit.**

If any provisions of this Article are not followed, a Permit may be revoked by the Public Works Director. If any User fails to follow the terms and conditions of this Article, new Permits may be denied or additional terms required prior to issuance of Permits to the same User.

#### **Sec. 94-100 - Construction and maintenance of structures.**

- (a) *Construction requirements.* Except where expressly provided otherwise by State Law, a User shall construct and maintain structures in the public Right-of-way in accordance with the Design Manual to ensure structures do not:
  - (1) Obstruct, impede, or hinder the usual travel or public safety on a Public Right-of-way;
  - (2) Obstruct the legal use of a Public Right-of-way by other utility Users;
  - (3) Violate or conflict with the City's publicly disclosed Public Right-of-way design specifications; or
  - (4) Violate the Federal American's with Disabilities Act of 1990 (ADA).
- (b) *Design Manual.* Structures to which the Article applies must conform to the specifications required by the construction codes and Design Manual as adopted by the City at the time the permit application is submitted.
- (c) *Request for temporary moves.* Upon request, the Permit Holder shall remove or raise or lower its aerial wires, fiber or cables temporarily to permit the moving of houses or other bulky structures. The expense of such temporary rearrangements shall be paid by the party or parties requesting them, and the Permit Holder may require payment in advance. The Permit Holder shall be given not less than forty- eight (48) hours advance notice to arrange for such temporary rearrangements.
- (d) *Tree trimming.* The Permit Holder, his contractors and agents have the right, permission and license to trim trees upon and overhanging the Rights-of-way to prevent trees from coming in contact with the Permit Holder's Facilities. When directed by the City, tree trimming shall be done under the supervision and Direction of the Public Works Director.

#### **Sec. 94-101. Permit applications**

- (a) Except as otherwise provided in Chapter 284, a network provider shall obtain a permit or

permits from the City to install a Network Node, Node Support Pole, or Transport Facility in a City public Right-of-way.

- (b) As required by Chapter 284, the City shall not require a network provider to perform services for the City for which the permit is sought.
- (c) A network provider that wants to install collocate multiple Network Nodes inside the municipal limits of the City is entitled to file a consolidated permit application with the City for not more than thirty (30) Network Nodes and upon payment of the applicable fee(s), receive a permit or permits for the installation of collection of those Network Nodes.
- (d) The network provider shall provide the following information in its permit applications:
  - (1) Applicable construction and engineering drawings and information to confirm that the applicant will comply with the City's Design Manual and applicable codes;
  - (2) Any additional information reasonably related to the network provider's use of the public rights-of-way to ensure compliance with the Design Manual and this chapter;
  - (3) A certificate that the Network Node(s) complies with the applicable regulation of the FCC; and certification that the proposed Network Node(s) will be placed into active commercial service by or for the network provider not later than the 60<sup>th</sup> day after the date of construction and final testing or each Network Node is completed.
  - (4) A certificate of insurance that provides the Network Provider and its contractor has at least \$1,000,000.00 (one-million dollars) in general liability coverage.
- (e) Exception: A Network Provider is not required to apply, obtain a permit, or pay a rate to the City for any activity enumerated Section 284.157 of the Code. However, the network provider or its contractors shall notify the City at least twenty-four (24) hours in advance of exempted work described herein.

#### **Sec. 94-102: Installation in Historic Districts**

A Network Provider must obtain advance written consent from the City Council before collocating new Network Nodes or installing new Node Support Poles in an area of the City that has been zoned or otherwise designated as a Historic District. The network provider shall be required to comply with the General Aesthetic Requirements described in the City's Design Manual. The City has the authority to designate new Historic Districts at a future date.

#### **Sec. 94-103: Installation in Municipal Parks and Residential Areas**

A network provider may not install a new Node Support Pole in a public right-of-way without the City Council's discretionary, nondiscriminatory, and written consent if in the public right-of-way:



- (a) Is in a municipal park; or
- (b) Is adjacent to a street or thoroughfare that is;
  - (1) Width is 60 feet or less: and
  - (2) Adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions, other than a thoroughfare streets.
- (c) In addition to the above, a Network Provider installing a Network Node, Node Support Pole, or Transport Facilities in a public Right-of-way shall comply with a private deed restrictions and other private restrictions in the area that apply to those facilities.
- (d) The Network Provider shall be further required to comply with guidelines set out in the City's Design Manual

**Sec. 94-104: Municipal review process by the City.**

- (a) *Determination of Application Completeness:* the City shall determine whether the permit application is complete and notify the applicant of that determination:
  - (1) *For Network Nodes and Node Support Poles:* No later than thirty (30) days after the date the City receives the permit application.
  - (2) *For a Transport Facility:* No later than ten (10) days after the date the City receives the permit application.
- (b) *Approval or denial of application:* The City shall approve or deny a completed application after the date it is submitted to the City:
  - (1) *For Network Nodes:* No later than sixty (60) days after the date the City receives the complete application.
  - (2) *For Network Support Poles:* No later than one-hundred-fifty (150) days after the date the City receives the complete application.
  - (3) *For Transport Facilities:* No later than twenty-one (21) days after the City receives the complete application.
- (c) *Basis for denial of application:* If an application is denied by the City, the City shall document the basis for the denial, including the specific applicable City code provisions or other City rules, regulations, or other law on which the denial is based. The documentation for the denial must be sent by electronic mail to the applicant on or before the date that the City denies the application.
- (d) *Resubmission of denied application:* The applicant may cure the deficiencies identified

in the denied application.

- (1) The applicant has thirty (30) days from the date the City denies the completed application to cure the deficiencies identified in the denial documentation without paying an additional application fee, other than any fee for actual cost incurred by the City.
- (2) The City shall approve or deny the revised completed application after a denial not later than the ninetieth (90<sup>th</sup>) day after the City receives the revised completed application. The City's review shall be limited to the deficiencies cited in the denial documentation.

(e) *Nondiscriminatory Review*: Each completed application shall be processed by the City on a nondiscriminatory basis.

#### **Sec. 94-105: Time of Installation.**

A Network Provider shall begin installation for which a permit is granted not later than six months after final approval of the application and shall diligently pursue installation to completion. The City Manager may in his/her sole discretion grant reasonable extensions of time as requested by the network provider.

#### **Sec. 94-106: Applicable fees and rental rates to the city.**

- (a) As compensation for the Network Provider's use and occupancy of the City public right-of-way, the Network Provider shall pay application fees and annual public right-of-way rental rates as set forth herein, which shall not be in lieu of any lawful tax, license, charge, right-of-way permit, use, construction, street cut or inspection fee; or other right-of-way relate charge or fee, whether charged to the Network Provider or its contractor(s) within the City, except the usual general ad valorem taxes, special assessments and sales tax levied in accordance with state law and equally applicable to all general businesses in the City.
- (b) The Schedule of Fees relating to this article shall be adopted by separate ordinance.
- (c) **Public Right-of-way adjustment**: As provided in Sec. 284.054 of the Code, the City may adjust the amount of the annual public right-of-way rate not more than annually by an amount equal to one-half the annual change, if any, in the Consumer Price Index (CPI) for all Urban Consumers for Texas. The City shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the City on or after the sixtieth (60<sup>th</sup>) day following the written notice.
- (d) **Micro Network Nodes**:
  - (1) No application fee is required for a Micro Network Node if the installation is attached on lines between poles or node support poles.
- (e) **Collocation of Network Nodes on City services poles**:

- (1) Subject to the City's Pole Service Agreement, there shall be a fee assessed per year, per pole, for collocation of Network Nodes on City service poles.

(f) City-owned municipal utility poles:

- (1) A Network Provider shall pay an annual pole attachment rate for the collocation of a Network Node supported by or installed on a City-owned utility pole based on the pole attachment rate consistent with Section 54.024 of the Texas Utilities Code, applied on a per-foot basis.

- (g) The City shall not seek or accept in-kind services in lieu of or as additional payment or consideration from any user of the public rights-of-way for use of the public rights-of-way.

**Sec. 94-107: Indemnity**

As provided in Section 284.302 of the Code, a wireless Network Provider shall indemnify, defend, and hold the City harmless from and against all liability, damages, cost, and expense, including reasonable attorney's fees, arising from injury to person or property proximately caused by the negligent act or omission of the Network Provider. The City shall promptly notify the Network Provider of any claims, demands, or actions (claims) covered by this indemnity after which the Network Provider shall defend the claims. The Network Provider shall have the right to defend and compromise the claims. The City shall cooperate in the defense of the claims. The foregoing indemnity obligations shall not apply to claims arising solely from the negligence of the City; however, they shall apply in the case of all claims which arise from the joint negligence of the Network Provider and the City; provided that in such cases, the amount of the claims for which the City shall be entitled to indemnification shall be limited to that portion attributable to the Network Provider. Nothing in this section shall be construed as waiving any governmental immunity available to the City under state law or waiving any defenses of the parties under state law.

**Sec. 94-108: Effect on other utilities and telecommunication providers.**

Nothing in this Ordinance shall govern attachment of Network Notes on poles and other structures owned or operated by investor-owned electric utilities, electric cooperatives, telephone cooperatives, or telecommunication providers.

**Sec. 94.109: Emergency Removal.**

The City retains the right and privilege to disconnect or move any Network Node located within the public right-of-way of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the City shall notify the Network Provider and allow the Network Provider an opportunity to move its own facilities prior to the City disconnecting or removing a facility and shall notify the Network Provider after disconnecting or removing a Network Node or Node Support Pole

**Sec. 94-110: Abandonment.**

A Network Provider may not abandon its facilities in a public right of way. If a Network Provider stops use of a Network Node or Node Support Pole for 120 consecutive days it shall be deemed abandoned and must be removed by the Network Provider at its sole expense within 60 days of such abandonment. Except that a Network Provider is not required to and shall not remove any Node Support Pole that has been abandoned by the Network Provider but is in Collocation use by another Network Provider. The Network Provider shall give the City written notice of all abandoned facilities and its plan for removal of such facility at least 30 days prior to any removal. Following the removal of any facility the Network Provider shall leave the right-of-way in the same or substantially the same condition as it was prior to the installation of the facility.

**Section 3. Repealer.** That other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

**Section 4. Severability.** That should any provisions of this ordinance be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

**Section 5. Effective Date.** That this ordinance is effective upon final passage and approval.

**Section 6. Open Meetings.** That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act, Chapter. 551, Loc. Gov't. Code

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 \_\_\_\_\_, 2021 by a vote of \_\_\_\_\_ “Ayes” and \_\_\_\_\_ “Noes”.

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

**ATTEST:**

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City Secretary

**APPROVED:**

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City Attorney

## **EXHIBIT A – DESIGN MANUAL**

### **I. Introduction**

#### **A. Purpose**

The following design specifications are required by the City to: (i) prevent obstruction, impediment, or hindrance of the usual travel or public safety on a Public Right-of-way; (ii) prevent obstruction of the legal use of the Public Rights-of-way by utility Providers; and (iii) protect the health, safety, and welfare of the public.

#### **B. Scope**

Any Person that constructs, modifies, maintains, operates, relocates or removes structures within the Rights-of-way shall conform to the following design specifications and all applicable construction codes of the City. The Public Works Director shall deny any Permit application that does not strictly conform to applicable requirements.

#### **C. Definitions**

Terms defined in Chapter 94 of the Code of Ordinances of the City of Deer Park, Texas shall have those same meanings when used in this Design Manual.

### **II. Design Requirements for all Rights-of-way**

#### **A. Pole stability requirements**

Nodes, equipment cabinets, and Poles shall be constructed based on an industry standard pole load analysis completed, sealed by a registered professional engineer licensed to practice in Texas, and submitted to the City indicating that the Service Pole or network support Pole to which the Network Node is to be attached will safely support all proposed and existing equipment. Documentation shall be completed and submitted to the City indicating that the Pole foundation or anchoring mechanism is (i) sufficient for the type of soil in the proposed location, and (ii) sufficient to withstand typical area wind loads as identified by the adopted construction codes of the City. Poles shall be constructed with foundations based on a (i) soils test if the proposed Pole is over thirty (30) feet in height, or ii) a geotechnical survey if the proposed Pole is over forty-five (45) feet in height.

#### **B. Limit on number of Network Nodes per Pole**

The number of Network Nodes allowed per Pole shall be limited based on the pole load analysis.

**C. Minimum placement height**

Network Node equipment placed on new and existing Poles shall be placed more than twelve (12) feet above ground level. If a Network Node or other equipment is projecting toward the Street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

**D. Equipment size limitations**

All Facilities shall be constructed and limited in size in accordance with Section 284.003 of the Texas Local Government Code.

**E. Compliance with National Electrical Safety Code**

Facilities must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and any Utility Pole owner's construction standards.

**F. New Pole locations and construction requirements**

New Poles shall be constructed with break away bases and located as close as possible to the outside edge of the Right-of-way. New poles shall be spaced apart from existing poles by no less than 100 feet. New poles may not be located within three (3) feet of sidewalks, pedestrian paths or bicycle paths. New poles may not be located within ten (10) feet of driveways, streets, or highways. New Poles should provide minimum disruption of visibility and site lines for nearby driveways, windows and other existing improvements.

**G. Installations near intersections**

A User shall not install structures within 100 feet of any intersection, as measured from the closest outside corner of the two intersecting Streets.

**H. Installation near schools and parks**

For the safety of pedestrians, particularly small children and to allow full line of sight near school property and Parks, a User shall not install ground equipment or new Poles within a Right-of-way inside the boundary line of school property or within 250 feet of the boundary line of school property. A User shall not install ground equipment within a Right-of-way inside the boundary line of a Park or within 250 feet of the boundary line of a Park.

**I. Installation of wires, conduits or cables**

Any structures that include wires, conduits, or cables shall be located underground, except where the City Engineer identifies based on the Permit application that existing utility or other structures prevent the safe installation of the proposed structures underground. Where wires, conduits, or cables are required to be installed aboveground, they shall be attached to existing Poles where possible and must not hang lower than twelve (12) feet above ground level. New Poles installed to support aboveground wires, conduits, or cables shall comply with all location and construction requirements for new Poles.

**J. Installations in utility easements**

Facilities may be installed in utility easements where i) the installation will not interfere with existing or planned utilities, and ii) the underlying property owner grants written authorization, except where installation of a Collocated Network Node does not require installation of any ground equipment.

**K. Height limitation**

A User shall ensure that the vertical height of a structure installed in a Public Right-of-way does not exceed the lesser of:

- i. 10 feet in height above the tallest existing Utility Pole located within 500 linear feet of the proposed structure in the same Public Right-of-way; or
- ii. 55 feet above ground level.

**L. Electrical supply**

Users shall be responsible for obtaining any required electrical power service to the structures. Users shall not allow or install generators or back-up generators in the Rights-of-way.

**III. Designated areas; Right-of-way Management Map**

Providers are not required to obtain conditional use permits or other land use approvals for location in Rights-of-way, except as specified in this section. In addition to the requirements of Section II of this Design Manual, the following requirements shall apply to any structures to be located in designated areas as described by this Section. The requirement for a conditional use permit or other land use approval in designated areas is in addition to any other Permit required by City Code.

**A. Historic Areas / Design Areas with Decorative Poles**

A User must obtain advance written consent from the City Council before installing structures in an area of the City that has been designated as a Historic Area or as a Design Area with Decorative Poles. The City may designate additional Historic Areas and Design Areas.

**B. Underground areas**

A User shall comply with undergrounding requirements where applicable, including City ordinances, zoning regulations, State Law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a Public Right-of-way without first obtaining zoning or land use approval.

**C. Parks / residential areas**

A User may not install a new Pole in a Public Right-of-way without City Council's written consent if the Public Right-of-way is in a Park or is adjacent to a Street that is:



- i. Width is 60 feet or less: and
- ii. Adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions, other than a thoroughfare streets.

**D. Designation of areas under this section**

Design Areas with Decorative Poles, Historic Areas, underground areas, Parks, and residential areas adjacent to Streets not more than 60 feet wide are those shown on the Rights-of-way Management Map, as adopted and amended from time to time by City Council. A User's structures in a particular location shall be subject to the area designations in place at the time of a Permit application for those particular structures. Any area where all Poles within 1,000 feet of a proposed location are of a similar design with no additional permanent appurtenances attached are designated by this section as Design Areas with Decorative Poles, even where such an area is not shown as a Design Area on the Right-of-way Management Map.

**E. Land Use Approval process**

The following shall constitute the process for obtaining advance written consent of City Council or land use approval for installation of any structures required to obtain such approval by this Design Manual.

- (1) *Application.* The User shall submit an application for conditional use permit, in addition to any other Permits required for construction of structures and use of the Public Rights-of-way. This conditional use permit application shall include documentation for the following:
  - i. plans or design specifications compliant with specific design criteria for an area;
  - ii. a conditional use permit fee, provided the total fees paid by a Provider for a Facility do not exceed the maximum allowed construction permit fee in Appendix B of the City Code;
  - iii. the locations of all other buildings, structures, Facilities and Poles located within 1000 feet of the proposed location; and
  - iv. at least one photo of the nearest Pole to the proposed location.
- (2) *Processing.* The User's application for conditional use permit shall be processed for review by the City's planning and zoning commission and the City Council using the City's standard notice procedures, administrative processes, and scheduling procedures for zoning applications.
- (3) *Evaluation criteria.* Conditional use permit applications for Facilities shall be evaluated using only the following criteria:

- i. alternative locations available within 1000 feet for the specific type of structure being requested;
- ii. concealment measures proposed for minimizing the impact of the proposed structures on surrounding land uses; and
- iii. conditions to the Permit requested by landowners within 200 feet of the proposed location.

*Note: Specific Use Permits where the proposed plans for Facilities meet the design criteria for a proposed location should be granted for that location or an alternate location within 1,000 feet, as determined by the City Council.*

#### **IV. Design requirements in underground areas**

In designated underground areas, including areas where utilities are required to be installed underground by City ordinance, zoning regulations, State Law, private deed restrictions and other public or private restrictions that prohibit installing aboveground utilities or structures in a Public Right-of-way without first obtaining zoning or land use approval, the User must install structure underground, or obtain land use approval in accordance with Section III E. of this Design Manual to install above ground structures. The City may designate additional underground areas in accordance with filed plats, or conversions of overhead to underground areas.

#### **V. Design requirements in historic and Design Areas**

##### **A. Concealment measures required**

As a condition for land use approval of structures in Design Areas with Decorative Poles or in a Historic Area, the City shall require Concealment measures for any above ground structures. Any request for installations in designated areas must be accompanied with proposed Concealment measures that are similar to an existing structure that is 1) within the area, 2) within 1,000 feet of the proposed location, and 3) is not a nonconforming structure. Structures shall be constructed and maintained in compliance with all City, State, and Federal historic preservation laws and requirements.

##### **B. Concealment shall comply with other City Code requirements**

Where a User is required to employ Concealment measures, the User shall comply with other City Code requirements, including zoning and Uniform Development Code requirements, where applicable. Colors in designated areas must be approved by the Public Works Director from a palette of approved colors for that area. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the Facilities are located upon and all efforts shall be made for the colors to be inconspicuous.

## **VI. Design requirements in Parks and residential areas**

### **A. Specific Use permit required**

A User may not install a new Pole in a Public Right-of-way without the City's written consent obtained in accordance with Section III E. of this Design Manual if the Public Right-of-way is in a Park or is adjacent to a Street or thoroughfare that is:

- i. Width is 60 feet or less: and
- ii. Adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions, other than a thoroughfare streets.

## **VII. Administrative hearing**

Should a User desire to deviate from any of the standards set forth in this Design Manual to appeal an interpretation by City staff of the City regulations applicable to structures located in the Rights-of-way, or allege a specific provision of this Design Manual is inconsistent with State or Federal Law as applied specifically to that User, the User may request an administrative hearing before the Planning & Zoning Commission.

## **VIII. Unauthorized and improperly located structures**

If any structures are installed in a location that has not obtained a Permit, that impedes pedestrian or vehicular traffic, or that obstructs the legal use of a Public Right-of-way by utility providers, then the User shall promptly remove the structures. After 30 days advance written notice to remove unauthorized or improperly located structures, the City may remove and dispose of structures that remain unauthorized or improperly located.

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

**AN ORDINANCE AMENDING APPENDIX B-SECTION 94-106(b) WIRELESS NETWORK PROVIDERS FEE SCHEDULE, 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 Section 94-106(b) of Appendix B-Fee Schedule for Wireless Network Providers be added as per the attached exhibit "A".

**II.**

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

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 \_\_\_\_\_, 2021 **by a vote of** \_\_\_\_\_ **"Ayes" and** \_\_\_\_\_ **"Noes"**.

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

**ATTEST:**

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

**APPROVED:**

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

**EXHIBIT “A”**  
**APPENDIX B–SECTION 94-106(b)**  
**Schedule of Fees**

**NETWORK NODES:**

Construction Permit Fee	\$500
Application fee: 1 to 5 nodes	\$500
Fee for each additional node up to a maximum of 30	\$250
Annual Public Right-of-Way Fee	\$1,000
Collocation fee (per pole) for Network Nodes on City Service Poles	\$12

**TRANSPORT FACILITIES:**

Application Fee: 1 to 5 nodes	\$500
Fee for each additional node up to a maximum of 30	\$250
Transport Rental Facility: rental fee per device, per month, not to exceed the aggregate “per node” fee	\$28



## Legislation Details (With Text)

**File #:** ORD 21-050    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 6/2/2021    **In control:** City Council  
**On agenda:** 6/15/2021    **Final action:**  
**Title:** Consideration of and action on an ordinance amending Appendix B-Section 94-106(b) to add "Wireless Network Providers Fee Schedule" to the Code of Ordinances.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [APPENDIX B-SECTION 94-106\(b\)-5-26-21](#)  
[EXHIBIT "A"](#)

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Consideration of and action on an ordinance amending Appendix B-Section 94-106(b) to add "Wireless Network Providers Fee Schedule" to the Code of Ordinances.

### Summary:

The purposed fees are for the purpose of regulating wireless network providers in City right-of-way.

### Fiscal/Budgetary Impact:

Adding fee structure

Recommend approval

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

**AN ORDINANCE AMENDING APPENDIX B-SECTION 94-106(b) WIRELESS NETWORK PROVIDERS FEE SCHEDULE, 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 Section 94-106(b) of Appendix B-Fee Schedule for Wireless Network Providers be added as per the attached exhibit "A".

**II.**

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

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 \_\_\_\_\_, 2021 **by a vote of** \_\_\_\_\_ **"Ayes" and** \_\_\_\_\_ **"Noes"**.

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

**ATTEST:**

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

**APPROVED:**

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

**EXHIBIT “A”**  
**APPENDIX B–SECTION 94-106(b)**  
**Schedule of Fees**

**NETWORK NODES:**

Construction Permit Fee	\$500
Application fee: 1 to 5 nodes	\$500
Fee for each additional node up to a maximum of 30	\$250
Annual Public Right-of-Way Fee	\$1,000
Collocation fee (per pole) for Network Nodes on City Service Poles	\$12

**TRANSPORT FACILITIES:**

Application Fee: 1 to 5 nodes	\$500
Fee for each additional node up to a maximum of 30	\$250
Transport Rental Facility: rental fee per device, per month, not to exceed the aggregate “per node” fee	\$28





## Legislation Details (With Text)

<b>File #:</b>	ORD 21-046	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Ordinance	<b>Status:</b>		Agenda Ready	
<b>File created:</b>	5/25/2021	<b>In control:</b>		City Council	
<b>On agenda:</b>	6/15/2021	<b>Final action:</b>			
<b>Title:</b>	Consideration of and action on an ordinance approving the VOPAK MODA HOUSTON, LLC. Industrial District Agreement.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Ord. Vopak Terminal-2021</a> <a href="#">VMH_001 Agreement</a> <a href="#">Exhibit A-1</a> <a href="#">Exhibit A-2</a> <a href="#">Exhibit A-3</a> <a href="#">Exhibit A-4</a> <a href="#">Exhibit A-5</a> <a href="#">Exhibit A-6</a> <a href="#">Exhibit A-7</a> <a href="#">Exhibit B</a>				

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Consideration of and action on an ordinance approving the VOPAK MODA HOUSTON, LLC. Industrial District Agreement.

### Summary:

On October 14, 2014, the Deer Park City Council approved an ordinance approving an Industrial District Agreement with VOPAK TERMINAL DEER PARK, INC. and VOPAK TERMINAL DEER PARK WEST, INC.

VOPAK MODA HOUSTON LLC has acquired the property from Vopak Terminal Deer Park West Inc. A new IDA needs to be approved to reflect the current ownership along with the updated legal description/survey information for the property.

The City Attorney has drafted the attached ordinance as well as the agreement with VOPAK MODA HOUSTON, LLC.

Fiscal/Budgetary Impact:

Approve the ordinance.

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

**AN ORDINANCE APPROVING THE VOPAK MODA HOUSTON, LLC INDUSTRIAL DISTRICT AGREEMENT; PROVIDING FOR EXECUTION; PROVIDING SEVERABILITY.**

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

1. The City Council of the City of Deer Park ratifies and approves the Industrial District Agreement between the City of Deer Park and VOPAK MODA HOUSTON, LLC, which owns property in the “Deer Park Industrial District”, said agreement is dated effective January 1, 2020 continuing until December 31, 2026, said agreement is attached hereto.

2. The Mayor and City Secretary are hereby authorized to execute and to deliver to the above listed company a written agreement consistent with the attached agreement for each company respectively and insert therein a reference to this Ordinance.

3. In the event any portion of this ordinance or agreement attached hereto, or the application of the same to any person or circumstance shall, for any reason, be adjudged invalid or held unconstitutional by any court of competent jurisdiction, the same shall not affect, impair or invalidate this ordinance or any agreement approved herein, as a whole, or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

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 \_\_\_\_\_, 2021 **by a vote of \_\_\_\_\_ “Ayes” and \_\_\_\_\_ “Noes”.**

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

**ATTEST:**

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City Secretary

**APPROVED:**

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City Attorney

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

**VOPAK MODA HOUSTON, LLC  
INDUSTRIAL DISTRICT AGREEMENT**

This **AGREEMENT** made and entered into by and between the **CITY OF DEER PARK, TEXAS**, a municipal corporation of Harris County, Texas, hereinafter called "**CITY**", and **VOPAK MODA HOUSTON, LLC** hereinafter called "**COMPANY**".

**Witnesseth:**

**WHEREAS**, it is the established policy of the City Council of the City of Deer Park, Texas, to adopt such reasonable measures from time to time as are permitted by law and which will tend to enhance the economic stability and growth of the **CITY** and its environs by attracting the location of new and the expansion of existing industries therein, and such policy is hereby reaffirmed and adopted by this City Council as being in the best interest of the **CITY** and its citizens; and

**WHEREAS**, heretofore, as authorized by Ordinance, **CITY** and Previous owners previously entered into an Industrial District Contract, designating certain **COMPANY** property as an Industrial District of **CITY**; and

**WHEREAS**, as authorized by Ordinance dated the 21<sup>st</sup> day of October, 2014, **CITY** and previous Owners, **VOPAK TERMINAL DEER PARK, INC. and VOPAK TERMINAL DEER PARK WEST, INC.** entered into an Industrial District Contract designating certain **VOPAK TERMINAL DEER PARK, INC., and VOPAK TERMINAL DEER PARK WEST, INC.** property as part of an Industrial District of **CITY**; and annexing or de-annexing property to create a fifty foot (50') strip around the Industrial District to create or preserve said Industrial District; and

**WHEREAS**, it is the desire of both **CITY** and **COMPANY** to take the necessary steps under applicable Texas law to extend the term of said Industrial District Contract as to the property described herein, thereby enhancing the economic stability and growth of **CITY**; and

**WHEREAS**, **COMPANY** desires to minimize its tax burden and avoid regulation by **CITY** of **COMPANY's** structures and properties within such District, and **CITY** desires to be relieved of furnishing **CITY** services to **COMPANY** therein; and

**WHEREAS**, **CITY** on the \_\_\_\_ day of \_\_\_\_\_, 2020, enacted its Ordinance No. \_\_\_\_++ designating the land described in Exhibit "A", attached hereto and shown on the plat attached hereto as Exhibit "B", as part of the Deer Park Industrial District, hereinafter called "the **DISTRICT**", and annexing or de-annexing certain property, and authorizing the execution of **AGREEMENT**;

**WHEREAS**, **CITY** desires to encourage the expansion and growth of industrial plants within said Districts and for such purpose desires to enter into **AGREEMENT** with **COMPANY** pursuant to the Ordinance adopted by the City Council of said **CITY** and recorded in the official minutes of said **CITY**;

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements of the parties contained herein and pursuant to the authority granted under the Municipal Annexation Act and the Ordinances of **CITY** referred to above, **CITY** and **COMPANY** hereby agree with each other as follows:

I.

**CITY** covenants, agrees and guarantees that during the term of this **AGREEMENT**, provided below, and subject to the terms and provisions of this **AGREEMENT**, said District shall continue to retain its extraterritorial status as an industrial district, at least to the extent that the same covers the Land belonging to **COMPANY** and its assigns, unless and until the status of said

Land, or a portion or portions thereof, as an industrial district may be changed pursuant to the terms of this **AGREEMENT**. Subject to the foregoing and to the later provisions of this **AGREEMENT**, **CITY** does further covenant, agree and guarantee that such industrial district, to the extent that it covers said Land lying within said District and not now within the corporate limits of **CITY**, shall be immune from annexation by **CITY** during the term hereof (except as hereinafter provided) and shall have no right to have extended to it any services by **CITY**, including without limitation hereby; water, sanitary sewer, sewer disposal, garbage and trash disposal, drainage, police, fire, ambulance, street improvement or maintenance and that all Land, including that which has been heretofore annexed, shall not have extended to it by Ordinance any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of business thereon. **CITY** and **COMPANY** acknowledge that Tidal Road is a public road maintained by Harris County.

**CITY** and **COMPANY** acknowledge circumstances might require **CITY** to provide limited emergency services to **COMPANY's** property. Emergency services are limited to fire, and EMT emergency services. If **COMPANY** is not a member of the Channel Industries Mutual Aid Association ("CIMA"), **COMPANY** agrees to reimburse **CITY** for its costs arising out of any emergency response requested by **COMPANY** to **COMPANY's** property, and to which **CITY** agrees to respond. If **COMPANY** is a member of CIMA, the obligations of **COMPANY** and **CITY** shall be governed by the CIMA agreement, to which agreement **CITY** is a party.

## II.

In the event that any portion of the Land has heretofore been annexed by **CITY**, **COMPANY** agrees to render and pay full **CITY** ad valorem taxes on such annexed Land and improvements, and tangible personal property.

Under the terms of the Texas Property Tax Code, the appraised value for tax purposes of the annexed portion of Land, improvements, and tangible personal property shall be determined by the Harris County Appraisal District. The parties hereto recognize that said Appraisal District has no authority to appraise the Land, improvements, and tangible personal property in the unannexed area for the purpose of computing the "in lieu" payments hereunder. Therefore, the parties agree that the appraisal of the Land, improvements, and tangible personal property in the unannexed area shall be conducted by **CITY**, at **CITY's** expense, by an independent appraiser of **CITY's** selection, said appraisal shall be prepared in accordance with generally accepted appraisal standards established by the Uniform Standards for Appraisal Practice and with the provisions of the Texas Property Tax Code. The parties recognize that in making such appraisal for "in lieu" payment purposes, such appraiser must of necessity appraise the entire (annexed and unannexed) Land, improvements, and tangible personal property.

Nothing herein contained shall ever be interpreted as lessening the authority of the Harris County Appraisal District to establish the appraised value of Land, improvements, and tangible personal property in the annexed portion, for ad valorem tax purposes.

### III.

A. On or before April 15, 2021 and on or before each April 15<sup>th</sup> thereafter, unless an extension is granted in accordance with the Texas Property Tax Code, through and including April 15, 2026, **COMPANY** shall provide **CITY** with a written description of its Land and all improvements and tangible personal property located on the Land as of the immediately preceding January 1<sup>st</sup>, stating its opinion of the Property's market value, and being filed by an authorized Officer of **COMPANY** authorized to do so, or **COMPANY's** duly authorized agent, (**COMPANY's** "Rendition"). **COMPANY** may file such Rendition on a Harris County Appraisal District rendition form, or similar form. The properties which **COMPANY** must render and upon

which the "in lieu of" taxes are assessed are more fully described in subsection 1, 2 and 3 of subsection D, of this Paragraph III (sometimes collectively called the "Property"). A failure by **COMPANY** to file a Rendition as provided for in this paragraph, shall not constitute a waiver by **COMPANY** for the current tax year, of all rights of protest and appeal under the terms of **AGREEMENT**.

B. **COMPANY** shall furnish to **CITY** a written report of the names and addresses of all persons and entities who store any tangible personal property on the Land by bailment, lease, consignment, or other arrangement with **COMPANY** ("products in storage"), and are in the possession or under the management of **COMPANY** on January 1<sup>st</sup> of each Value Year, further giving a description of such products in storage.

C. On or before the later of December 31, 2020, or 30 days from mailing of an invoice and in like manner on or before each December 31<sup>st</sup> thereafter, through and including December 31, 2026 **COMPANY** shall pay to **CITY** an amount "in lieu of taxes" on **COMPANY's** Property as of January 1<sup>st</sup> of the current calendar year ("Value Year").

D. **COMPANY** agrees to render to **CITY** and pay an amount "in lieu of taxes" on **COMPANY's** Land, improvements, and tangible personal property in the unannexed area equal to the sum of:

1. Sixty-four percent (64%) of the amount of ad valorem taxes which would be payable to **CITY** if all of **COMPANY's** Land and improvements which existed on January 1, 2020, January 1, 2021 and January 1, 2022 had been within the corporate limits of **CITY** and appraised each year by **CITY's** independent appraiser.

2. Sixty-five percent (65%) of the amount of ad valorem taxes which would be payable to **CITY** if all of **COMPANY's** Land and improvements which existed on January



1, 2023, January 1, 2024, January 1, 2025 and January 1, 2026 had been within the corporate limits of **CITY** and appraised each year by **CITY's** independent appraiser.

3. For purposes of this section, a substantial increase in value of new improvements shall be defined as an increase in value that is the lesser of at least five percent (5%) of the total appraised value of Land and improvements on January 1, 2015, or a cumulative value of at least \$5,000,000.00.

(a)(1) On any substantial increase in value of any improvements, and tangible personal property (excluding inventory) dedicated to new construction, in excess of the appraised value of same on January 1, 2014, resulting from new construction (exclusive of construction in progress, which shall be exempt from taxation), and up to and including \$100,000,000.00, for each Value Year following completion of construction in progress, an amount equal to

1 <sup>st</sup> Year After Operation Begins	10%
2 <sup>nd</sup> Year After Operation Begins	20%
3 <sup>rd</sup> Year After Operation Begins	30%
4 <sup>th</sup> Year After Operation Begins	40%
5 <sup>th</sup> Year After Operation Begins	50%
6 <sup>th</sup> Year After Operation Begins	Contract Rate

of the amount of ad valorem taxes which would be payable to **CITY** if all of said new construction had been within the corporate limits of **CITY** and appraised by **CITY's** independent appraiser. Any improvements and tangible personal property (excluding inventory) which has been designated under the previous Industrial District Contract as "New Construction" shall continue under the new construction progressive rate until the

full contract rate is reached as if under the previous contract as listed (if any) under Schedule "C" attached hereto.

(b) For purposes of this contract, new construction shall be determined as a separate production unit, or component of a production unit, that is constructed new and not rehabilitated, renovated or refurbished. It may also include new structures, of whatever type or character, that are necessary to support the operation of a production unit, that is constructed new and not rehabilitated, renovated or refurbished. New equipment that is added in connection with either a separate production unit, or a new structure necessary to support the operation of a production unit, may be considered as part of the new construction value. Each project shall be considered on its own for the purpose of determining if it meets the required increase in value to be treated as new construction.

(c) Existing Plant Value shall be defined as the value of all land and improvements existing on **COMPANY's** property described in Exhibit "A" attached hereto on January 1, 2020 less the value of any improvements considered to be new construction on that date. As of January 1, of the year the value of any improvements considered as new construction becomes subject to the full contract rate, the Existing Plant Value of **COMPANY** shall be increased by the amount of said new construction value.

(d) In any year, if Existing Plant Value depreciates below the value established on January 1, 2014, or the Existing Plant Value as adjusted by new construction value becoming subject to the full contract rate as provided in accordance with this Section, an amount equal to the amount of the depreciation

shall be removed from the oldest new construction and be subject to the full contract rate. Any remaining new construction value shall be treated in accordance with this Section. In any subsequent year, if Existing Plant Value increases to or above the Existing Plant Value established on January 1, 2014, or the Existing Plant Value as adjusted by new construction value becoming subject to the full contract rate as provided in paragraph (f) above, any new construction value previously used to make up Existing Plant Value shall be treated as new construction in accordance with this Section.

- 3.5 (a) Sixty-four percent (64%) of the amount of ad valorem taxes which would be payable to **CITY** on all of **COMPANY's** tangible personal property of every description, including, without limitation, inventory, oil, gas, and mineral interests, items of leased equipment, railroads, pipelines, and products in storage located on the Land, if all of said tangible personal property which existed on January 1, 2019, January 1, 2020, January 1, 2021 and January 1, 2022 had been within the corporate limits of **CITY** and appraised each year by **CITY's** independent appraiser;
- (b) Sixty-five percent (65%) of the amount of ad valorem taxes which would be payable to **CITY** on all of **COMPANY's** tangible personal property of every description, including, without limitation, inventory, oil, gas, and mineral interests, items of leased equipment, railroads, pipelines, and products in storage located on the Land, if all of said tangible personal property which existed on January 1, 2023, January 1, 2024, January 1, 2025 and January 1, 2026 had been within the corporate limits of **CITY** and appraised each year by **CITY's** independent appraiser;

#### IV.

**AGREEMENT** shall extend for a period beginning on the 1<sup>st</sup> day of January 2020, and continuing thereafter until December 31, 2026, unless extended for an additional period or periods of time upon mutual consent of **COMPANY** and **CITY** as provided by the Municipal Annexation Act. **CITY** and **COMPANY** agree that in order to reach mutual consent for an extended agreement for an additional period beyond December 31, 2026, extended agreement negotiations shall commence no later than January 5, 2026. In the event **AGREEMENT** is not so extended for an additional period beyond December 31, 2026 by June 1, 2026, the covenant of **CITY** not to annex **COMPANY's** land and improvements shall terminate and **CITY** shall have the right to commence annexation proceedings on June 1, 2026 as to all land and property covered by this **AGREEMENT**. **COMPANY** and **CITY** agree that **CITY** will initiate extended agreement negotiations no later than January 5, 2026. In the event that **CITY** is delayed to begin extended agreement negotiations on January 1, 2026 **CITY's** right to commence annexation proceedings on June 1, 2026 will be delayed by the number of days that the extended agreement negotiations commencement are delayed but annexation proceedings will not be delayed beyond August 1, 2026.

#### V.

This **AGREEMENT** may be extended for an additional period or periods by agreement between **CITY** and **COMPANY** and/or its assigns even though it is not extended by agreement between **CITY** and all of the owners of all land within the District of which it is a part.

#### VI.

A. In the event **COMPANY** elects to protest the valuation for tax purposes set on its said properties by **CITY** or by the Harris County Appraisal District for any year or years during the

terms hereof, nothing in **AGREEMENT** shall preclude such protest and **COMPANY** shall have the right to take all legal steps desired by it to reduce the same.

Notwithstanding such protest by **COMPANY**, **COMPANY** agrees to pay to **CITY** on or before the date therefore hereinabove provided, at least the total of (a) the total amount of ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu of taxes" on the unannexed portions of **COMPANY's** hereinabove described property for the last preceding year.

When the **CITY** or Harris County Appraisal District (as the case may be) valuation on said property of **COMPANY** has been so finally determined, then within thirty (30) days thereafter and if after the normal due date **COMPANY** shall make payment to **CITY** of any additional payment due hereunder based on such final valuation, without penalty or interest, and **CITY** shall refund to **COMPANY**, without interest, any amount by which **COMPANY's** payment is found to have been excessive.

B. Should **COMPANY** disagree with any appraisal made by the independent appraiser selected by **CITY** pursuant to Article II above (which shall be given in writing to **COMPANY**), **COMPANY** shall, within thirty (30) days of receiving such copy, give written notice to **CITY** of such disagreement. In the event **COMPANY** does not give such written notice of disagreement within such time period, the appraisal made by said independent appraiser shall be final and controlling for purposes of the determination of "in lieu of taxes" payments to be made under this **AGREEMENT**.

Should **COMPANY** give such notice of disagreement, **COMPANY** shall also submit to **CITY** with such notice a written statement setting forth what **COMPANY** believes to be the market value of **COMPANY's** hereinabove described property. Both parties agree to thereupon enter into good faith negotiations in an attempt to reach an agreement as to the market value of **COMPANY's** property for "in lieu" purposes hereunder. If, after the expiration of forty-five (45)

days from the date the notice of disagreement was received by **CITY**, the parties have not reached agreement as to such market value, the parties agree to submit the dispute to final arbitration as provided in subparagraph 1 of this Article VI B. Notwithstanding any such disagreement by **COMPANY**, **COMPANY** agrees to pay to **CITY** on or before December 31, of each year during the term hereof, at least the total of (a) the ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu" payments for the last preceding year.

1. A Board of Arbitrators shall be created composed of one person named by **COMPANY**, one by **CITY**, and a third to be named by those two. In case of no agreement on this arbitrator within 10 days, the parties will join in a written request that the Chief Judge of the U.S. District Court for the Southern District of Texas appoint the third arbitrator who, (as the "Impartial Arbitrator") shall preside over the arbitration proceeding. The sole issue to be determined in the arbitration shall be resolution of the difference between the parties as to the fair market value of **COMPANY's** property for calculation of the "in lieu" payment and total payment hereunder for the year in question. The Board shall hear and consider all relevant and material evidence on that issue including expert opinion, and shall render its written decision as promptly as practicable. That decision shall then be final and binding upon the parties, subject only to judicial review as may be available under the Texas General Arbitration Act (Chapter 172, Subsections 172.001-172.020 of the Texas Civil Practice and Remedies Code). Costs of the arbitration shall be shared equally by **COMPANY** and **CITY**, provided that each party shall bear its own attorney's fees.

## VII.

**CITY** shall be entitled to a tax lien on **COMPANY's** above described property, all improvements thereon, and all tangible personal property thereon, in the event of default in

payment of "in lieu of taxes" payments hereunder, which shall accrue penalty and interest in like manner as delinquent taxes, and which shall be collectible by **CITY** in the same manner as provided by law for delinquent taxes.

#### **VIII.**

**AGREEMENT** shall inure to the benefit of and be binding upon **CITY** and **COMPANY**, and upon **COMPANY's** successors and assigns, affiliates and subsidiaries, and shall remain in force whether **COMPANY** sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the property belonging to it within the territory hereinabove described, and the agreements herein contained shall be held to be covenants running with the land owned by **COMPANY** situated within said territory, for so long as **AGREEMENT** or any extension thereof remains in force. **COMPANY** shall give **CITY** written notice within thirty (30) days of any disposition of Land, with information on the location and other particulars of the sale, assignment or lease, not considered confidential, regarding the property sold, assigned or leased and the identity of the purchaser, assignee or lessee.

In the event any of **COMPANY's** land included in **DISTRICT** is sold by **COMPANY** to a third party, other than an affiliate of **COMPANY**, **CITY** shall enter into an agreement binding the purchaser and its assigns upon terms substantially similar to those contained in **AGREEMENT** for the balance of the term of **AGREEMENT**. In the event such purchaser or its assigns for any reason fails to execute such **AGREEMENT** within four months after the date of the sale, then all of the land described in such deed shall be excluded from the coverage of **AGREEMENT** and shall be subject to annexation by **CITY**. Upon such sale of any land of **COMPANY** within the **DISTRICT** to a third party, other than an affiliate of **COMPANY**, responsibility and liability for the performance of **AGREEMENT** thereafter with respect to the land, improvements and personal property included in such sale shall be the sole responsibility of the purchaser and its assigns,

and thereafter 100% fair market value figures to be used in computing the payments to be made by **COMPANY** pursuant to Section III hereof shall be applied only on the land, improvements and personal property still owned by **COMPANY** or its affiliates as of the particular January 1<sup>st</sup> specified in Section III. If the land included in such sale does not adjoin **CITY**, **COMPANY** shall permit **CITY** to annex a suitable strip of land out of **COMPANY's** land from **CITY's** boundary to the land being sold to permit its annexation, both the size and location of such strip to be designated by **COMPANY**.

#### IX.

In the event **COMPANY** rents or leases (hereinafter called "the lease") any of its land to any Lessee other than to an affiliate, **COMPANY** shall request that Lessee shall, on or before the due dates provided for herein for the payment of the "in lieu" payments, and on or before the due dates provided herein for the payment of Actual City taxes, make payments to **CITY** as follows:

The total value of Lessee's improvements and personal property located on the leased land shall be ascertained, and the Lessee shall make payments for each year of the lease and proportionately for lease periods of less than one year as though it had entered into **AGREEMENT** as a party thereto as specified in Section III. Lessee shall pay **CITY** as an "in-lieu" payment, an amount determined in accordance with the procedure outlined in Section III. For each year that the lease remains in force and effect, like payments shall be due in the above manner, with adjustments made upward or downward for increases or decreases in Lessee's Adjusted Market Value of improvements and personal property. The payments herein provided for shall be secured by a lien on the improvements and personal property on the leased land. If Lessee does not make the required "in-lieu" and "Actual City Tax" payments, **COMPANY** shall permit **CITY** to annex a suitable strip of land out of **COMPANY's** land from **CITY's** boundary to the land being



leased to permit its annexation. Both the size and location of such strip is to be designated by **COMPANY**.

**X.**

If any other company within the **DISTRICT** defaults on their Industrial District Agreement and said defaulting company is not contiguous with the **CITY's** boundary, **COMPANY** shall permit **CITY** to annex a suitable strip of land out of **COMPANY's** land from **CITY's** boundary to the defaulting company's land to permit its annexation. Both the size and location of such strip is to be designated by **COMPANY**.

**XI.**

**COMPANY** agrees to use its best efforts to insert the following language in all storage contracts entered into after January 1, 2021; provided however that Company's failure to include such language in its storage contracts shall not constitute a breach of this Agreement. Such language is as follows to wit:

"The term "Stored Product" as used in **AGREEMENT** shall mean that Product" stored in **COMPANY** facilities located within the Deer Park Industrial District (the "District") on January 1 of any year of the Lease.

Lessees agree to file any and all information returns, or rendition forms required by the **CITY** with respect to such Stored Product. Lessees acknowledge that such information shall be used in the valuation of such Stored Product and that these valuations will be provided to the proper governmental jurisdictions to be used as the basis of taxes, in lieu of payments, charges or assessments levied upon such Stored Product.

In the event that Stored Product is stored in facilities located within **DISTRICT**, Lessees acknowledge and agree that such Stored Product shall be subject to in lieu

payments, charges or assessments of **CITY**. Lessees and **CITY** agree that in lieu payments, charges or assessments upon Stored Product will be equal to the sum of:

1. Sixty-four percent (64%) of the amount of the taxes, which would have been levied upon Stored Product if such Stored Product were stored in facilities within the city limits of Deer Park instead of within **DISTRICT** on January 1, 2020, January 1, 2021 and January 1, 2022.

2. Sixty-five percent (65%) of the amount of the taxes, which would have been levied upon Stored Product if such Stored Product were stored in facilities within the city limits of Deer Park instead of within **DISTRICT** on January 1, 2023, January 1, 2024, January 1, 2025 and January 1, 2026.

Lessees agree that they shall be obligated to remit in lieu payments, charges or assessments, if any, directly to the Tax Department in the City Hall of Deer Park, Texas, and that **AGREEMENT** shall have full force and effect and be legally binding between itself and **CITY**. If any payment is not made on or before its due date, the same interest, penalties, attorney's fees and cost of collection shall be recoverable by **CITY** as in the case of delinquent ad valorem tax."

## **XII.**

The benefits accruing to **COMPANY** under **AGREEMENT** shall also extend to **COMPANY's** affiliates and to any properties owned or acquired by said affiliates within the **DISTRICT** and the ANNEXED AREA, and where reference is made herein to land, improvements and personal property owned by **COMPANY** that shall also include land, improvements and personal property owned by its affiliates. The word "affiliates" shall mean any corporation, partnership association, or unincorporated organization that directly or indirectly, through one or

more intermediaries, at the time in question, controls, or is controlled by or is under common control with the **COMPANY**.

### **XIII.**

In the event the terms and conditions of **AGREEMENT** are rendered ineffective or their effect changed by an amendment to the Constitution, any State or Federal legislative changes, or any interpretation of the Texas Property Tax Code by a commission or board in the executive branch of state government having statewide jurisdiction, both parties mutually agree that upon the request of either party, **AGREEMENT** shall be renegotiated to accomplish the intent of **AGREEMENT**. For the avoidance of doubt, both parties acknowledge and agree that changes in the appraised value (as defined in the Texas Property Tax Code) of land, improvements or personal property owned by **COMPANY** or its affiliates shall not constitute a change with respect to which a party hereto may request under this Section XIII, that **AGREEMENT** be renegotiated.

### **XIV.**

**CITY** and **COMPANY** mutually recognize that the health and welfare of Deer Park residents require adherence to high standards of quality in the air emissions, water effluents and solid waste management of those industries located in **DISTRICT**. In the event that **COMPANY's** facility which is subject to this **AGREEMENT** is deemed to be in alleged violation of certain environmental regulations, **COMPANY** may be assessed a monetary penalty, or fine by the governmental agency entitled to enforce such regulations. An enforcement action pursuant to such alleged violation may be brought by the Environmental Protection Agency (EPA), or the Texas Commission on Environmental Quality (TCEQ). **CITY** and **COMPANY** agree that if these instances occur, it is desirable to identify a Supplemental Environmental Project (SEP) to allow at least a portion of the fine to work closer to home and help improve the environmental quality of the Deer Park area. SEPs are typically defined as environmentally beneficial projects which a

defendant/respondent agrees to undertake in settlement of an enforcement action, but which the defendant/respondent is not otherwise legally required to perform. It is recognized that the EPA and TCEQ may have separate and distinct SEP policies and criteria.

**CITY** and **COMPANY** mutually agree that:

1. **COMPANY** will contact **CITY** in advance of entering into any formal settlement agreement with the EPA involving **COMPANY's** facility in DISTRICT.2.

**COMPANY** will contact **CITY** at the time entering into any formal Agreed Order with TCEQ involving **COMPANY's** facility in DISTRICT.

3. If **CITY** has a SEP that is pre-approved by TCEQ and **CITY'S** SEP meets the criteria for approval by **COMPANY**, **COMPANY** will propose the SEP sponsored by **CITY** to be included in the state Agreed Order.

4. **CITY** may propose a SEP to **COMPANY** for inclusion in a federal settlement. If **CITY** sponsored SEP meets the criteria for approval by the EPA and **COMPANY**, and the selection of **CITY** sponsored SEP will not delay finalization of the settlement, **COMPANY** will propose **CITY's** SEP to be included in the federal settlement

**CITY** and **COMPANY** mutually recognize that should **COMPANY** pursue a SEP submitted by the **CITY**, that the final decision to approve or disapprove a SEP rests with the federal or state environmental regulatory agency.

#### **XV.**

**CITY** and **COMPANY** hereby affirm and agree that any inventory located within a Foreign Trade Zone or Freeport exemptions within **COMPANY's** property shall not be excluded from the total value of property, in regards to the in-lieu of tax payments calculation referenced in AGREEMENT for the full term of said **AGREEMENT**. **CITY** and **COMPANY** further agree that

the Foreign Trade Zone exemption shall not be excluded from **COMPANY's** valuation for any ad valorem taxes during the term of said AGREEMENT.

**XVI.**

If at some time during **AGREEMENT CITY** grants Freeport exemption or an exemption of value of inventory within a Foreign Trade Zone to any company within the **CITY** or the **DISTRICT** the same value exemption shall extend to **COMPANY** herein.

**XVII.**

The parties agree that **AGREEMENT** complies with existing laws pertaining to the subject and that all terms, considerations and conditions set forth herein are lawful, reasonable, appropriate, and not unduly restrictive of **COMPANY's** business activities. Without such agreement neither party hereto would enter into **AGREEMENT**. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, articles or other parts of **AGREEMENT** or the application thereof to any person, firm, corporation or circumstances shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, articles or other parts of **AGREEMENT** shall be deemed to be independent of and severable from the remainder of **AGREEMENT** and shall not affect the validity of the parts of **AGREEMENT** not declared invalid or unconstitutional.

**XVIII.**

Any notice or other communication required or permitted to be given pursuant to **AGREEMENT** shall be in writing and shall be directed to the applicable party as follows:

If directed to CITY:

The City of Deer Park  
710 E. San Augustine  
Deer Park, Texas 77536  
Facsimile: (281) 478-7218

Attn: City Manager

If directed to COMPANY:

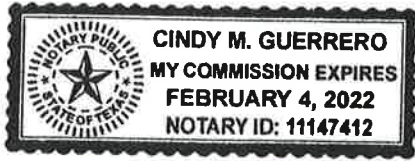
VOPAK MODA HOUSTON, LLC  
6601 State Highway 225  
Deer Park, Texas 77536  
email: david.griffis@modamidstream.com  
Attn: David L. Griffis

Each party shall have the right to change the place to which notice shall be sent or delivered by sending a similar notice to the other party in like manner. Notices, demands, offers or other written instruments shall be deemed to have been duly given on the date a copy is actually received by the intended recipient.

#### XIX

Upon the commencement of the term of **AGREEMENT**, all other previously existing Industrial District Agreements with respect to said Land, shall terminate.

ENTERED INTO EFFECTIVE the 1<sup>st</sup> day of January 2021



*Cindy M Guerrero*  
Cindy M. Guerrero

VOPAK MODA HOUSTON, LLC  
(Company)

*[Signature]*  
By: *Jonathan Ackerman*  
Title: *Vice President*

Deer Park, Texas 77536

CITY OF DEER PARK

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

ATTEST:

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

APPROVED:

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

County: Harris  
Project: Vopak Moda Houston  
M.S.G. No.: 201042  
Job Number: 3799-ALTA

**TRACT2**  
**FIELD NOTES FOR A 107.725 ACRE TRACT**

Being a tract of land containing 107.725 acres (4,692,499 square feet), located in the George Ross Survey, Abstract Number (No.) 646, in Harris County, Texas; Said 107.725 acre tract being all of a called 107.725 acre tract recorded in the name of Vopak Moda Houston LLC in Harris County Clerk's File Number (H.C.C.F.) No. 20130255159; Said 107.725 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, per GPS observations):

**BEGINNING** at a 5/8-inch iron rod with a cap stamped "Weisser" found on the easterly line of Rohm and Hass Road (no record found), the easterly line of a called 155.5487 acre tract recorded in the name of The Lubrizol Corporation in H.C.C.F. No. 20140438080, being on a line common to said 107.725 acre tract and a called 19.04 acre Water Treatment Plant Site Battle Ground Water Company Lease recorded in H.C.C.F. No. F452252, marking the northwest corner of said 107.725 acre tract and the herein described tract;

Thence, with the line common to said 107.725 acre tract and said 19.04 acre lease tract, North 87 degrees 00 minutes 36 seconds East, a distance of 623.21 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at the most northerly northeast corner of said 107.725 and the herein described tract;

Thence, with the lines common to the easterly lines of said 107.725 acre tract and through and across the residue of a called 378.295 acre tract recorded in the name of Rohm and Hass Texas Incorporated in H.C.C.F. No. D560866, the following eight (8) courses:

1. South 02 degrees 59 minutes 24 seconds East, a distance of 490.00 feet to a "PK" nail found at the beginning of a curve to the left;
2. 102.10 feet along the arc of said curve to the left, having a radius of 65.00 feet, a central angle of 89 degrees 59 minutes 43 seconds and a chord that bears South 47 degrees 59 minutes 24 seconds East, a distance of 91.92 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at an angle point of the herein described tract;
3. North 87 degrees 00 minutes 36 seconds East, a distance of 374.82 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at a northeasterly corner of the herein described tract;



4. South 02 degrees 59 minutes 24 seconds East, a distance of 699.41 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at an angle point of the herein described tract;
5. North 87 degrees 00 minutes 36 seconds East, a distance of 258.25 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at an angle point of the herein described tract;
6. South 57 degrees 59 minutes 24 seconds East, a distance of 97.47 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at an angle point of the herein described tract;
7. South 02 degrees 59 minutes 24 seconds East, a distance of 50.00 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at an angle point of the herein described tract;
8. North 87 degrees 00 minutes 36 seconds East, a distance of 587.09 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at a southwesterly corner of a called 0.758 acre tract recorded in the name of Vopak Moda Houston LLC in H.C.C.F. No. 20130255159, marking an easterly northeasterly corner of said 107.725 acre tract and the herein described tract;

Thence, with a westerly line of a said 0.758 acre tract, through and across the residue of a called 378.295 acre tract and an easterly line of said 107.725 acre tract, South 02 degrees 59 minutes 24 seconds East, a distance of 589.77 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at an easterly corner of said 107.725 acre tract and the herein described tract;

Thence, along an easterly line of said 107.725 acre tract, a northwesterly line of a called 1.617 acre tract recorded in the name of Rohm and Haas Texas Incorporated in H.C.C.F. No. 20140501245 and through and across said 378.295 acre tract, South 34 degrees 06 minutes 41 seconds West, a distance of 2,330.95 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at the most easterly northeast corner of a called 0.359 acre tract recorded in the name of Vopak Moda Houston LLC in H.C.C.F. No. 20140501246, marking the most southerly southeast of said 107.725 acre tract and the herein described tract;


Thence, along the southerly lines of said 107.725 acre tract and through and across said 378.295 acre tract, the following three (3) courses:

1. North 64 degrees 32 minutes 09 seconds West, a distance of 50.57 feet passing a 5/8-inch iron rod with a cap stamped "Weisser" found at the most northerly northwest corner of said 0.359 acre tract, continuing for a total distance of 556.19 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at a southwesterly corner of the herein described tract;

2. North 02 degrees 59 minutes 24 seconds West, a distance of 175.00 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at a southwesterly interior corner of the herein described tract;
3. South 87 degrees 00 minutes 36 seconds West, a distance of 93.12 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found on the easterly line of said Rohm and Hass Road, the easterly line of said 155.5487 acre tract, marking the most westerly southwest corner of said 107.725 acre tract and the herein described tract;

Thence, along the easterly line of said Rohm and Hass Road, the easterly line of said 155.5487 acre tract and the westerly line of said 107.725 acre tract and the herein described tract, North 02 degrees 59 minutes 24 seconds West, a distance of 3,369.18 feet to the **POINT OF BEGINNING** and containing 107.725 acres (4,692,499 square feet) of land.

This description was prepared in conjunction with and accompanies an ALTA/NSPS Land Title Survey prepared by Miller Survey Group.

  
Anthony R. Peacock, R.P.L.S.  
Texas Registration No. 5047



**Miller Survey Group**  
www.millersurvey.com  
Texas Firm Reg. 10047100  
Ph: (713) 413-1900  
M&B No. 201041  
Dwg. No. 3799-ALTA  
Date: January 23, 2020

County:           Han-is  
Project:           Vopak Moda Houston  
M.S.G.No.:       191259  
Job Number:      3799-EXH

**FIELD NOTES FOR A 3.692 ACRE TRACT  
CITY OF DEER PARKETJ**

Being a tract of land containing 3.692 acres (160,819 square feet), located in the George Ross Survey, Abstract Number (No.) 646, in Harris County, Texas; Said 3.692 acre tract being a portion of a called 9.290 acre tract recorded in the name of Vopak Moda Houston LLC in Harris County Clerk's File Number (H.C.C.F.) No. 20130255159; Said 3.692 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, per GPS observations):

**BEGINNING** at a 3/4-inch iron rod with a cap stamped "Weisser" found on the northerly Right-of-Way R.O.W. line of Tidal Road (width varies as per Volume 3192, Page 660, Harris County Deed Records), being the southwest corner of a called 24.8513 acre tract recorded in the name of Intercontinental Tenninals Company, LLC in H.C.C.F. No. 20100072326, marking the southeast corner of said 9.290 acre tract and the herein described tract;

Thence, with the line common to the northerly R.O.W. line of said Tidal Road and the southerly line of said 9.290 acre tract and the herein described tract, South 62 degrees 39 minutes 29 seconds West, a distance of 382.86 feet to a 3/4-inch iron rod with a cap stamped "Weisser" found at the southwest corner of said 9.290 acre tract and the herein described tract;

Thence, with the westerly lines of said 9.290 acre tract and the herein described tract, the following six (6) courses:

1. North 01 degrees 04 minutes 04 seconds West, a distance of 200.74 feet to a 3/4-inch iron rod with a cap stamped "Weisser" found at an angle point;
2. North 86 degrees 02 minutes 36 seconds East, a distance of 241.87 feet to a 3/4-inch iron rod with a cap stamped "Weisser" found at the beginning of a curve to the left;
3. 69.56 feet along the arc of said curve to the left, having a radius of 80.00 feet, a central angle of 49 degrees 49 minutes 14 seconds and a chord that bears N01th 23 degrees 08 minutes 04 seconds East, a distance of 67.39 feet to an angle point;
4. N01th 06 degrees 25 minutes 27 seconds West, a distance of 624.11 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at an angle point;

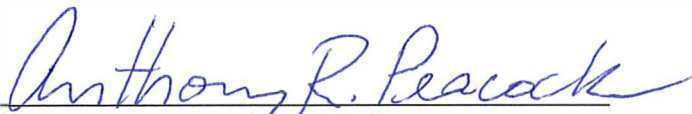
5. North 34 degrees 19 minutes 40 seconds West, a distance of 628.69 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at an angle point;
6. North 18 degrees 43 minutes 39 seconds West, a distance of 381.07 feet to an angle point on an approximate northwesterly Extraterritorial Jurisdiction (ETJ) line of the City of Deer Park and a southeasterly ETJ line of the City of Houston;

Thence, through and across said 9.290 acre tract and along said ETJ line, North 50 degrees 49 minutes 21 seconds East, a distance of 68.30 feet to an angle point on the line common to the easterly line of said 9.290 acre tract and the westerly line of called Tract 1, recorded in the name of Intercontinental Terminals Company, LLC in H.C.C.F. No. 20130290553, being the most northerly corner of the herein described tract;

Thence, with the lines common to the easterly lines of said 9.290 acre tract and the westerly lines of said Tract 1 and said 24.8513 acre tract, the following three (3) courses:

1. South 18 degrees 43 minutes 39 seconds East, a distance of 351.54 feet to an angle point;
2. South 34 degrees 19 minutes 40 seconds East, a distance of 656.14 feet to an angle point;
3. South 06 degrees 25 minutes 27 seconds East, a distance of 777.03 feet to the **POINT OF BEGINNING** and containing 3.692 acres (160,819 square feet) of land.

This description was prepared in conjunction and accompanies an Exhibit Map prepared by Miller Survey Group.



Anthony R. Peacock, R.P.L.S.  
Texas Registration No. 5047



**Miller Survey Group**

www.millersurvey.com

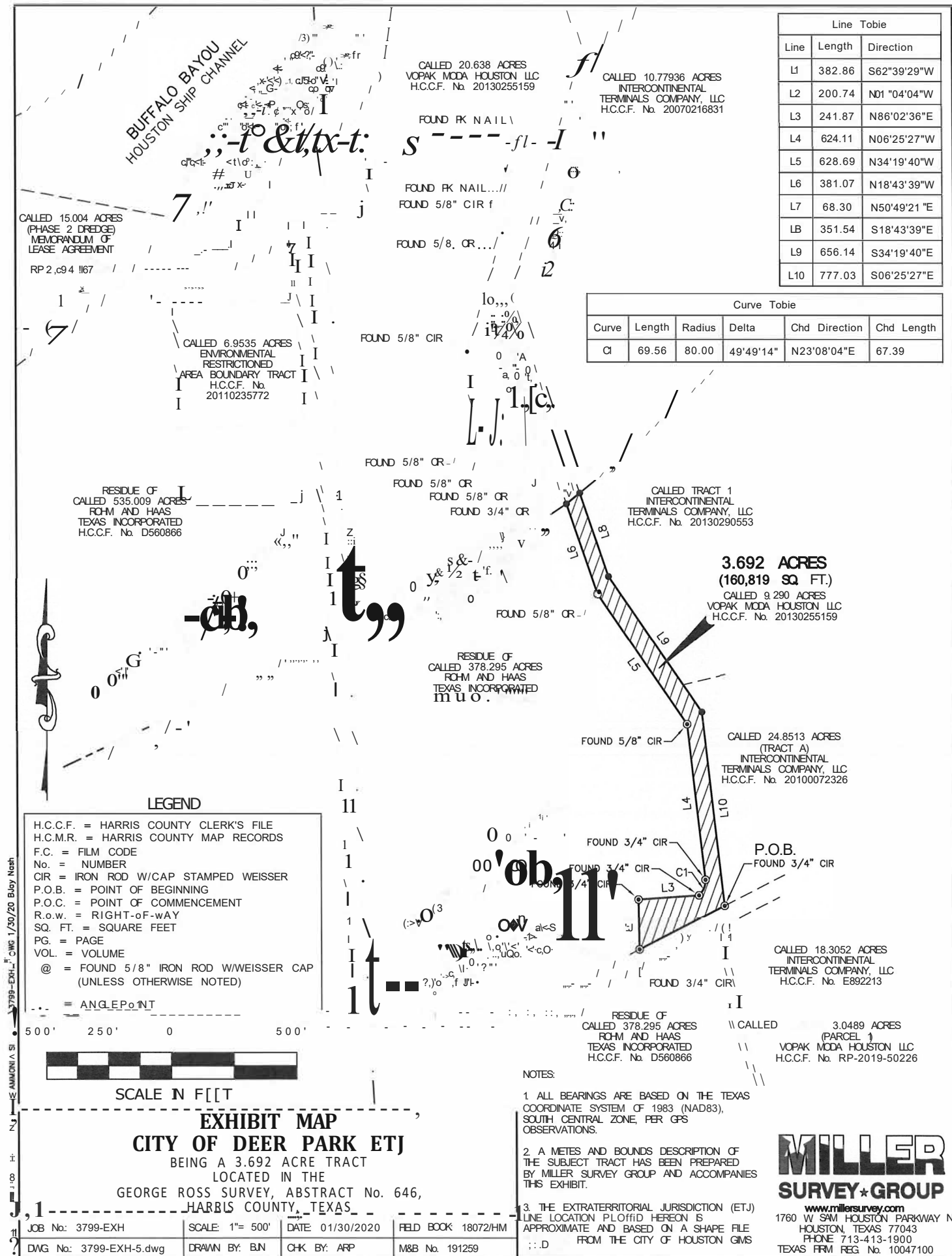
Texas Firm Reg. 10047100

Ph: (713) 413-1900

M&B No. 191259

Dwg. No. 3799-EXH-5

Last Revised Date: January 30, 2020



Line Table		
Line	Length	Direction
L1	382.86	S62°39'29"W
L2	200.74	N01°04'04"W
L3	241.87	N86°02'36"E
L4	624.11	N06°25'27"W
L5	628.69	N34°19'40"W
L6	381.07	N18°43'39"W
L7	68.30	N50°49'21"E
LB	351.54	S18°43'39"E
L9	656.14	S34°19'40"E
L10	777.03	S06°25'27"E

Curve Table					
Curve	Length	Radius	Delta	Chd Direction	Chd Length
C1	69.56	80.00	49°49'14"	N23°08'04"E	67.39

CALLED 20.638 ACRES  
 VOPAK MODA HOUSTON, LLC  
 H.C.C.F. No. 20130255159

CALLED 10.77936 ACRES  
 INTERCONTINENTAL  
 TERMINALS COMPANY, LLC  
 H.C.C.F. No. 20070216831

FOUND RK NAIL

FOUND RK NAIL...  
 FOUND 5/8" CIR

FOUND 5/8" CR

FOUND 5/8" CIR

FOUND 5/8" CR

FOUND 5/8" CR  
 FOUND 5/8" CR  
 FOUND 3/4" CR

CALLED TRACT 1  
 INTERCONTINENTAL  
 TERMINALS COMPANY, LLC  
 H.C.C.F. No. 20130290553

3.692 ACRES  
 (160,819 SQ. FT.)

CALLED 9.290 ACRES  
 VOPAK MODA HOUSTON, LLC  
 H.C.C.F. No. 20130255159

RESIDUE OF  
 CALLED 378.295 ACRES  
 ROHM AND HAAS  
 TEXAS INCORPORATED

CALLED 24.8513 ACRES  
 (TRACT A)  
 INTERCONTINENTAL  
 TERMINALS COMPANY, LLC  
 H.C.C.F. No. 20100072326

P.O.B.  
 FOUND 3/4" CIR

CALLED 18.3052 ACRES  
 INTERCONTINENTAL  
 TERMINALS COMPANY, LLC  
 H.C.C.F. No. E892213

RESIDUE OF  
 CALLED 378.295 ACRES  
 ROHM AND HAAS  
 TEXAS INCORPORATED  
 H.C.C.F. No. D560866

3.0489 ACRES  
 (PARCEL 1)  
 VOPAK MODA HOUSTON, LLC  
 H.C.C.F. No. RP-2019-50226

County: Harris  
Project: Vopak Moda Houston  
M.S.G. No.: 201044  
Job Number: 3799-ALTA

**TRACT4**  
**FIELD NOTES FOR A 0.359 ACRE TRACT**

Being a tract of land containing 0.359 acre (15,623 square feet), located in the George Ross Survey, Abstract Number (No.) 646, in Harris County, Texas; Said 0.359 acre tract being all of a called 0.359 acre tract recorded in the name of Vopak Moda Houston LLC in Harris County Clerk's File Number (H.C.C.F.) No. 20140501246; Said 0.359 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, per GPS observations):

**BEGINNING** at a 5/8-inch iron rod with a cap stamped "Weisser" found at the most southerly southeast corner of a called 107.725 acre tract recorded in the name of Vopak Moda Houston LLC in H.C.C.F. No. 20130255159, marking the most easterly northeast corner of said 0.359 acre tract and the herein described tract;

Thence, through and across the residue of a called 378.295 acre tract recorded in the name of Rohm and Hass Texas Incorporated in H.C.C.F. No. D560866 and along the easterly lines of said 0.359 acre tract and the herein described tract, the following three (3) courses:

1. South 34 degrees 06 minutes 41 seconds West, a distance of 89.30 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at the beginning of a curve to the right;
2. 204.10 feet along the arc of said curve to the right, having a radius of 220.00 feet, a central angle of 53 degrees 09 minutes 16 seconds and a chord that bears South 60 degrees 41 minutes 18 seconds West, a distance of 196.86 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at an angle point of the herein described tract;
3. South 87 degrees 15 minutes 56 seconds West, a distance of 45.79 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found on an easterly Right-of-Way (R.O.W.) line of State Highway No. 225 (width varies as per H.C.C.F. No. D251524), marking the most southerly southwest corner of said 0.359 acre tract and the herein described tract;

Thence, along the westerly R.O.W. lines of said State Highway No. 225 and along the westerly lines of said 0.359 acre tract and the herein described tract, the following two (2) courses:

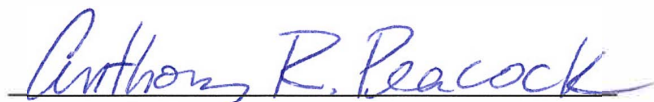
1. North 02 degrees 55 minutes 37 seconds West, a distance of 26.51 feet to a 5/8-inch iron rod with a cap stamped "Miller Survey Group" (MSG) set at the beginning of a curve to the left;
2. 23.53 feet along the arc of said curve to the left, having a radius of 250.00 feet, a central angle of 05 degrees 23 minutes 31 seconds and a chord that bears North 05 degrees 37 minutes 14 seconds West, a distance of 23.52 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at the most westerly northwest corner of said 0.359 acre tract and the herein described tract;

Thence, through and across the said 378.295 acre tract along the westerly lines of said 0.359 acre tract and the herein described tract, the following three (3) courses:

1. North 87 degrees 15 minutes 56 seconds East, a distance of 47.06 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at the beginning of a curve to the left;
2. 157.71 feet along the arc of said curve to the left, having a radius of 170.00 feet, a central angle of 53 degrees 09 minutes 16 seconds and a chord that bears North 60 degrees 41 minutes 18 seconds East, a distance of 152.12 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at an angle point of the herein described tract;
3. North 34 degrees 06 minutes 41 seconds East, a distance of 81.70 feet to a 5/8-inch iron rod with a cap stamped "MSG" set on a southwesterly line of said 107.725 acre tract, marking the most northerly northwest corner of said 0.359 acre tract and the herein described tract;

Thence, along the southwesterly line of said 107.725 acre tract and a northerly line of said 0.359 acre tract and the herein described tract, South 64 degrees 32 minutes 09 seconds East, a distance of 50.57 feet to the **POINT OF BEGINNING** and containing 0.359 acre (15,623 square feet) of land.

This description was prepared in conjunction with and accompanies an ALTA/NSPS Land Title Survey prepared by Miller Survey Group.



Anthony R. Peacock, R.P.L.S.

Texas Registration No. 5047

**Miller Survey Group**

www.millersurvey.com

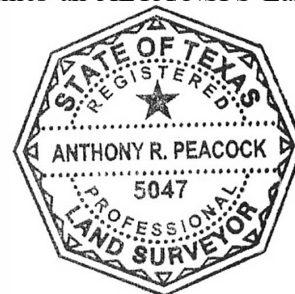
Texas Firm Reg. 10047100

Ph: (713) 413-1900

M&B No. 201044

Dwg. No. 3799-ALTA

Date: January 23, 2020



County: Harris  
Project: Vopak Moda Houston  
M.S.G.No.: 201045  
Job Number: 3799-ALTA

**TRACT 6 PARCEL 1**  
**FIELD NOTES FOR A 3.0489 ACRE TRACT**

Being a tract of land containing 3.0489 acres (132,808 square feet), located in the George Ross Survey, Abstract Number (No.) 646, in Harris County, Texas; Said 3.0489 acre tract being all of a called 3.0489 acre tract recorded in the name of Vopak Moda Houston LLC in Harris County Clerk's File Number (H.C.C.F.) No. RP-2019-50226; Said 3.0489 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, per GPS observations):

**BEGINNING** at a 5/8-inch iron rod with a cap stamped "Miller Survey Group" (MSG) set on the southerly Right-of-Way (R.O.W.) line of Tidal Road (width varies as per Volume (Vol.) 3192, Page (Pg.) 660, Harris County Deed Records (H.C.D.R.), marking the most northerly northeast corner of said 3.0489 acre tract and the herein described tract;

Thence, through and across the residue of a called 378.295 acre tract recorded in the name of Rohm and Hass Texas Incorporated in H.C.C.F. No. D560866, along the westerly line of a called 1.6967 acre tract recorded in the name of Intercontinental Temlinals Company, LLC in H.C.C.F. No. 20100072326 and the easterly line of said 3.0489 acre tract and the herein described tract, South 06 degrees 24 minutes 09 seconds East, a distance of 9.75 feet passing a 5/8-inch iron rod found at the most westerly northwest corner of said 1.6967 acre tract, continuing for a total distance of 417.93 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point of said 3.0489 acre tract and the herein described tract;

Thence, through and across the said 378.295 acre tract and along the easterly and southerly lines of said 3.0489 acre tract and the herein described tract, the following thirteen (13) courses:

1. South 21 degrees 50 minutes 18 seconds East, a distance of 337.88 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
2. South 38 degrees 30 minutes 48 seconds East, a distance of 1231 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
3. South 74 degrees 30 minutes 42 seconds East, a distance of 286.47 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;



4. South 33 degrees 28 minutes 17 seconds East, a distance of 385.21 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
5. South 02 degrees 40 minutes 00 seconds East, a distance of 394.05 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
6. South 00 degrees 39 minutes 56 seconds East, a distance of 88.81 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
7. South 02 degrees 59 minutes 18 seconds East, a distance of 2,360.09 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an easterly southeast corner of the herein described tract;
8. South 87 degrees 28 minutes 56 seconds West, a distance of 50.00 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
9. North 02 degrees 31 minutes 04 seconds West, a distance of 16.28 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
10. South 87 degrees 28 minutes 56 seconds West, a distance of 1,319.22 feet to a "PK" nail found at an angle point;
11. South 02 degrees 31 minutes 04 seconds East, a distance of 26.28 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
12. South 87 degrees 28 minutes 56 seconds West, a distance of 10.00 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
13. South 02 degrees 31 minutes 04 seconds East, a distance of 145.27 feet to a 5/8-inch iron rod with a cap stamped "MSG" set on the northerly line of a called 2.931 acre tract recorded in the name of Harris County Houston Ship Channel Navigation District in Volume (Vol.) 2679, Page (Pg.) 495, Harris County Deed Records (H.C.D.R.), being an angle point of said 3.0489 acre tract and the herein described tract;

Thence, with the line common to the southerly line of said 3.0489 acre tract and the northerly line of said 2.931 acre tract, South 87 degrees 32 minutes 40 seconds West, a distance of 30.00 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at a southerly southwest corner of the herein described tract;

Thence, through and across the said 378.295 acre tract and along the westerly lines of said 3.0489 acre tract and the herein described tract, the following eighteen (18) courses:

1. North 02 degrees 31 minutes 04 seconds West, a distance of 145.24 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;

2. South 87 degrees 28 minutes 56 seconds West, a distance of 10.00 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
3. North 02 degrees 31 minutes 04 seconds West, a distance of 50.00 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
4. North 87 degrees 28 minutes 56 seconds East, a distance of 50.00 feet to a "PK" nail found at an angle point;
5. South 02 degrees 31 minutes 04 seconds East, a distance of 3.72 feet to a "PK" nail found at an angle point;
6. North 87 degrees 28 minutes 56 seconds East, a distance of 1,319.22 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
7. North 02 degrees 31 minutes 04 seconds West, a distance of 13.72 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
8. North 87 degrees 28 minutes 56 seconds East, a distance of 29.59 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
9. North 02 degrees 59 minutes 18 seconds West, a distance of 2,310.33 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
10. North 00 degrees 39 minutes 56 seconds West, a distance of 88.87 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
11. North 02 degrees 40 minutes 00 seconds West, a distance of 310.43 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
12. South 87 degrees 20 minutes 00 seconds West, a distance of 10.00 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
13. North 02 degrees 40 minutes 00 seconds West, a distance of 75.00 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
14. North 33 degrees 28 minutes 17 seconds West, a distance of 365.71 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
15. North 74 degrees 30 minutes 42 seconds West, a distance of 308.57 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
16. North 09 degrees 37 minutes 17 seconds West, a distance of 100.00 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;

17. North 21 degrees 50 minutes 18 seconds West, a distance of 295.86 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
18. North 06 degrees 24 minutes 09 seconds West, a distance of 373.03 feet to a 5/8-inch iron rod with a cap stamped "MSG" set on the southerly R.O.W. line of said Tidal Road, marking a northerly northwest corner of said 3.0489 acre tract and the herein described tract;

Thence, along the southerly R.O.W. line of said Tidal Road and the northerly line of said 3.0489 acre tract and the herein described tract, North 62 degrees 48 minutes 12 seconds East, a distance of 32.09 feet to the **POINT OF BEGINNING** and containing 3.0489 acres (132,808 square feet) of land.

This description was prepared in conjunction with and accompanies an ALTA/NSPS Land Title Survey prepared by Miller Survey Group.

  
Anthony R. Peacock, R.P.L.S.  
Texas Registration No. 5047



**Miller Survey Group**  
www.millersurvey.com  
Texas Firm Reg. 10047100  
Ph: (713) 413-1900  
M&B No. 201045  
Dwg. No. 3799-ALTA  
Date: January 23, 2020

County: Harris  
Project: Vopak Moda Houston  
M.S.G. No.: 201046  
Job Number: 3799-ALTA

**TRACT 6 PARCEL 2**  
**FIELD NOTES FOR A 0.0135 ACRE TRACT**

Being a tract of land containing 0.0135 acre (589 square feet), located in the George Ross Survey, Abstract Number (No.) 646, in Harris County, Texas; Said 0.0135 acre tract being all of a called 0.0135 acre tract recorded in the name of Vopak Moda Houston LLC in Harris County Clerk's File Number (H.C.C.F.) No. RP-2019-50226; Said 0.0135 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, per GPS observations):

**BEGINNING** at a 5/8-inch iron rod with a cap stamped "Miller Survey Group" (MSG) set on the northerly line of a called 4.994 acre tract recorded in the name of Houston Lighting & Power Company in Volume (Vol.) 2379, Page (Pg.) 374, Harris County Deed Records, marking the southeast corner of said 0.0135 acre tract and the herein described tract, from which a 5/8-inch iron rod with a cap stamped "MSG" set at the northeast corner of a called 0.1341 acre tract recorded in the name of Vopak Moda Houston LLC in Harris H.C.C.F. No. RP-2019-50226, bears South 02 degrees 40 minutes 00 seconds East, a distance of 122.82 feet;

Thence, through and across the residue of a called 378.295 acre tract recorded in the name of Rohm and Hass Texas Incorporated in H.C.C.F. No. D560866 and along the southerly and westerly lines of said 0.0135 acre tract and the herein described tract, the following two (2) courses:

1. South 87 degrees 33 minutes 39 seconds West, a distance of 30.00 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at the southwest corner of said 0.0135 acre tract and the herein described tract;
2. North 02 degrees 31 minutes 04 seconds West, a distance of 19.64 feet to a 5/8-inch iron rod with a cap stamped "MSG" set on the southerly line of a called 2.931 acre tract recorded in the name of Harris County Houston Ship Channel Navigation District in Vol. 2679, Pg. 495, H.C.D.R., marking the northwest corner of said 0.0135 acre tract and the herein described tract;

Thence, through and across said 378.295 acre and along the line common to the southerly line of said 2.931 acre tract and the northerly line of said 0.0135 acre tract and the herein described tract, North 87 degrees 32 minutes 40 seconds East, a distance of 30.00 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at the northeast corner of said 0.0135 acre tract and the herein described tract;

Thence, through and across said 378.295 acre tract and along the easterly line of said 0.0135 acre tract and the herein described tract, South 02 degrees 31 minutes 04 seconds East, a distance of 19.65 feet to the **POINT OF BEGINNING** and containing 0.0135 acre (589 square feet) of land.

This description was prepared in conjunction with and accompanies an ALTA/NSPS Land Title Survey prepared by Miller Survey Group.

*47.tf2¥£ uc*  
Texas Registration No. 5047



**Miller Survey Group**  
www.millersurvey.com  
Texas Firm Reg. 10047100  
Ph: (713) 413-1900  
M&B No. 201046  
Dwg. No. 3799-ALTA  
Date: January 23, 2020

County: Harris  
Project: Vopak Moda Houston  
M.S.G. No.: 201047-RI  
Job Number: 3799-ALTA

**TRACT 6 PARCEL 3  
FIELD NOTES FOR A 0.1483 ACRE TRACT**

Being a tract of land containing 0.1483 acre (6,461 square feet), located in the George Ross Survey, Abstract Number (No.) 646, in Harris County, Texas; Said 0.1483 acre tract being all of a called 0.1483 acre tract (Parcel III) recorded in the name of Vopak Moda Houston LLC in Harris County Clerk's File Number (H.C.C.F.) No. RP-2020-360284; Said 0.1483 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, per GPS observations):

**BEGINNING** at a 5/8-inch iron rod with a cap stamped "Miller Survey Group" (MSG) set on the northerly line of a called 107.725 acre tract recorded in the name of Vopak Moda Houston LLC in H.C.C.F. No. 20130255159, marking the southeast corner of said 0.1483 acre tract and the herein described tract, from which a 5/8-inch iron rod with a cap stamped "Weisser" found at the northeast corner of said 107.725 acre tract, bears North 87 degrees 00 minutes 36 seconds East, a distance of 5.44 feet;

Thence, with the line common to the northerly line of said 107.725 acre tract and the southerly line of said 0.1483 acre tract and the herein described tract, South 87 degrees 00 minutes 36 seconds West, a distance of 30.00 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at the southwest corner of said 0.1483 acre tract and the herein described tract;

Thence, through and across the residue of a called 378.295 acre tract recorded in the name of Rohm and Hass Texas Incorporated in H.C.C.F. No. D560866 and along the westerly, northerly and easterly lines of said 0.1483 acre tract and the herein described tract, the following three (3) courses:

1. North 02 degrees 31 minutes 04 seconds West, a distance of 215.52 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at the northwest corner of said 0.1483 acre tract and the herein described tract;
2. North 87 degrees 33 minutes 59 seconds East, a distance of 30.00 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at the northeast corner of said 0.1483 acre tract and the herein described tract;

3. South 02 degrees 31 minutes 04 seconds East, a distance of 215.23 feet to the **POINT OF BEGINNING** and containing 0.1483 acre (6,461 square feet) of land.

This description was prepared in conjunction with and accompanies an ALTA/NSPS Land Title Survey prepared by Miller Survey Group.

*UwlJiR.; E awd: \_\_,,*  
Anthony R. P R.P.L.S.  
Texas Registration No. 5047



**Miller Survey Group**

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

Texas Firm Reg. 10047100

Ph: (713) 413-1900

M&B No. 201047-R1

Dwg. No. 3799-ALTA

Date: January 23, 2020

Last Revised: December 7, 2020

County: Harris  
Project: Vopak Moda Houston  
M.S.G. No.: 201048  
Job Number: 3799-ALTA

**TRACT 6 PARCEL 4**  
**FIELD NOTES FOR A 0.1501 ACRE TRACT**

Being a tract of land containing 0.1501 acre (6,538 square feet), located in the George Ross Survey, Abstract Number (No.) 646, in Harris County, Texas; Said 0.1501 acre tract being all of a called 0.1501 acre tract recorded in the name of Vopak Moda Houston LLC in Harris County Clerk's File Number (H.C.C.F.) No. RP-2019-50226; Said 0.1501 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, per GPS observations):

**BEGINNING** at a 5/8-inch iron rod with a cap stamped "Miller Survey Group" (MSG) set on a westerly line of a called 3.0489 acre tract recorded in the name of Vopak Moda Houston LLC in H.C.C.F. No. RP-2019-50226, marking the most southerly corner of said 0.1501 acre tract and the herein described tract, from which a 5/8-inch iron rod with a cap stamped "MSG" set at a westerly angle point of said 3.0489 acre tract, bears South 02 degrees 40 minutes 00 seconds East, a distance of 211.89 feet;

Thence, through and across the residue of a called 378.295 acre tract recorded in the name of Rohm and Hass Texas Incorporated in H.C.C.F. No. D560866 and along the westerly lines of said 0.1501 acre tract and the herein described tract, the following four (4) courses:

1. North 39 degrees 42 minutes 02 seconds West, a distance of 218.01 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point of the herein described tract;
2. North 33 degrees 55 minutes 31 seconds West, a distance of 372.81 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point of the herein described tract;
3. South 84 degrees 49 minutes 52 seconds West, a distance of 55.24 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point of the herein described tract;
4. North 38 degrees 30 minutes 48 seconds West, a distance of 92.55 feet to a 5/8-inch iron rod with a cap stamped "MSG" set on a westerly line of said 3.0489 acre tract, marking the most northerly northwest corner of said 0.1501 acre tract and the herein described tract, from which a 5/8-inch iron rod with a cap stamped "MSG" set at a westerly angle point of said 3.0489 acre tract, bears North 74 degrees 30 minutes 42 seconds West, a distance of 59.31 feet;



Thence, with the line common to the westerly line of said 3.0489 acre tract and the northerly line of said 0.1501 acre tract and the herein described tract, South 74 degrees 30 minutes 42 seconds East, a distance of 15.31 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at a northerly northeast corner of said 0.1501 acre tract and the herein described tract;

Thence, through and across said 378.295 acre tract and along the easterly lines of said 0.1501 acre tract and the herein described tract, the following four (4) courses:

1. South 38 degrees 30 minutes 48 seconds East, a distance of 75.31 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point;
2. North 84 degrees 49 minutes 52 seconds East, a distance of 55.71 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point of the herein described tract;
3. South 33 degrees 55 minutes 31 seconds East, a distance of 377.68 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at an angle point of the herein described tract;
4. South 39 degrees 42 minutes 02 seconds East, a distance of 205.62 feet to a 5/8-inch iron rod with a cap stamped "MSG" set on a westerly line of said 3.0489 acre tract, marking an easterly northeast corner of said 0.1501 acre tract and the herein described tract, from which a 5/8-inch iron rod with a cap stamped "MSG" set at a westerly angle point of said 3.0489 acre tract, bears North 02 degrees 40 minutes 00 seconds West, a distance of 83.60 feet;

Thence, with the line common to the westerly line of said 3.0489 acre tract and the easterly line of said 0.1501 acre tract and the herein described tract, South 02 degrees 40 minutes 00 seconds East, a distance of 14.94 feet to the **POINT OF BEGINNING** and containing 0.1501 acre (6,538 square feet) of land.

This description was prepared in conjunction with and accompanies an ALTA/NSPS Land Title Survey prepared by Miller Survey Group.

*Anthony R. Peacock*  
Anthony R. Peacock, R.P.L.S.

Texas Registration No. 5047

**Miller Survey Group**

www.millersurvey.com

Texas Firm Reg. 10047100

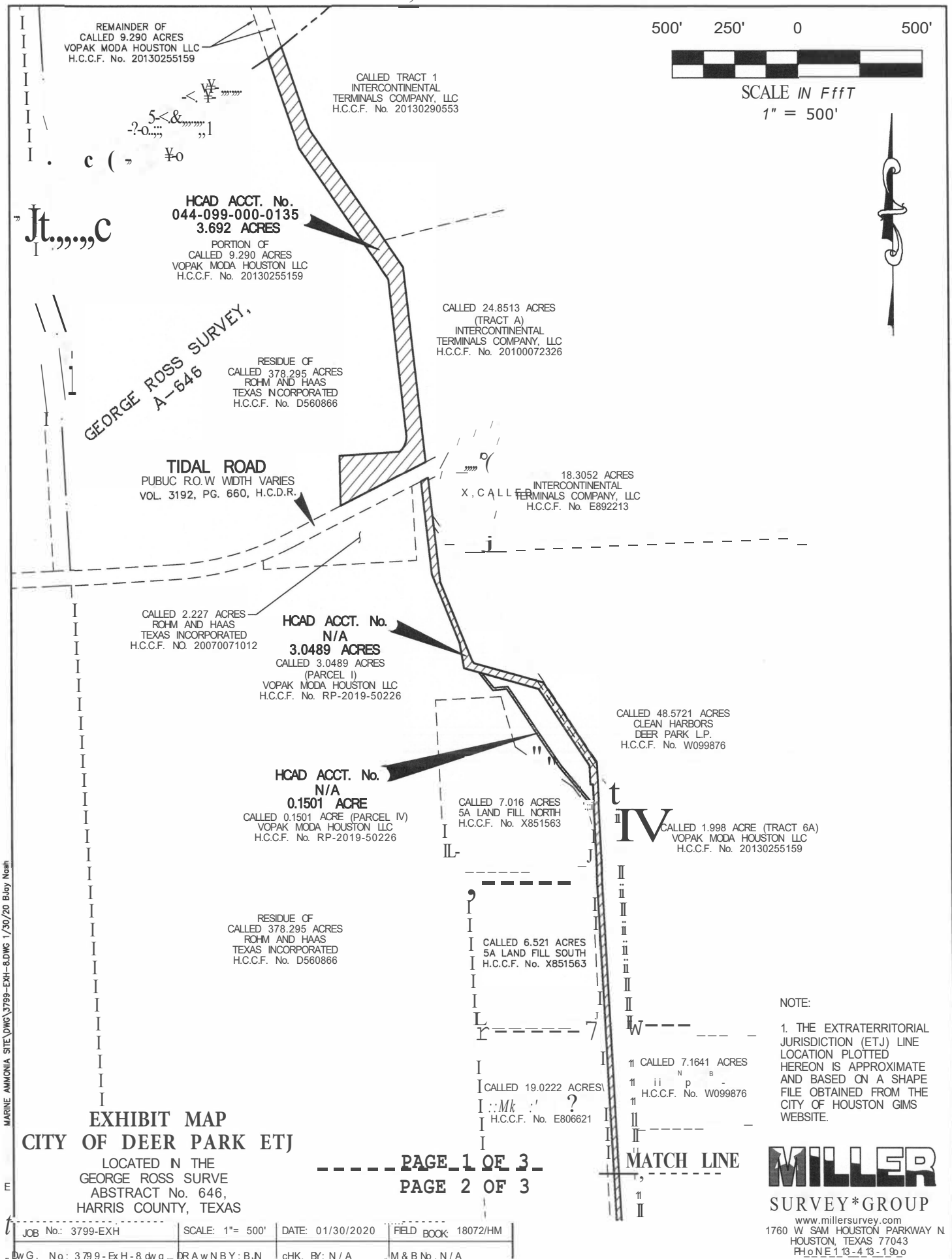
Ph: (713) 413-1900

M&B No. 201048

Dwg. No. 3799-ALTA

Date: January 23, 2020





PAGE 1 OF 3  
PAGE 2 OF 3

MATCH LINE

RESIDUE OF  
CALLED 378.295 ACRES  
ROHM AND HAAS  
TEXAS INCORPORATED  
H.C.C.F. NO. D560866

CALLED 19.0222 ACRES  
58 LAND FILL SOUTH  
REMAINDER OF SITE D  
H.C.C.F. NO. EB06621

CALLED 30.0000 ACRES  
CLEAN HARBORS DEER PARK LP.  
H.C.C.F. NO. W099876

HCAD ACCT. No.  
N/A  
3.0489 ACRES  
CALLED 3.0489 ACRES  
(PARCEL I)  
VOPAK MODA HOUSTON LLC  
H.C.C.F. NO. RP-2019-50226

1.998 ACRE (TRACT 6A)  
1 VCALLB/VOPAK MODA HOUSTON LLC  
H.C.C.F. NO. 20130255159

HCAD ACCT. No.  
N/A  
0.0135 ACRE  
CALLED 0.0135 ACRE  
(PARCEL II)  
VOPAK MODA HOUSTON LLC  
H.C.C.F. NO. RP-2019-5022

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BATTLEGROUND WATER PLANT ROAD

HCAD ACCT. No.  
N/A  
0.1341 ACRE  
CALLED 0.1341 ACRE (PARCEL III)  
VOPAK MODA HOUSTON LLC  
H.C.C.F. NO. RP-2019-50226

CALLED 19.04 ACRES  
EXHIBIT "A(A)"  
WATER TREATMENT PLANT SITE  
BAZ G N E E  
H.C.C.F. NO. F452252

CALLED 108.499 ACRES  
GEO SPECIALTY CHEMICALS, INC.  
H.C.C.F. NO. Y871006

7  
CALLED 7.06 ACRES  
(10 DY2 - PART 2)  
LANDFILL SITE J  
H.C.C.F. NO. G727312  
H.C.C.F. NO. L207065

RESIDUE OF  
CALLED 378.295 ACRES  
ROHM AND HAAS  
H.C.C.F. NO. D560866

CALLED 0.758 ACRE (TRACT 6C)  
VOPAK MODA HOUSTON LLC  
H.C.C.F. NO. 20130255159

HOUSTON PIPELINE CO.  
VOL. 3348, PG. 153, H.C.D.R.

GEORGE ROSS SURVEY  
A-646

HCAD ACCT. No.  
044-099-000-0131  
107.725 ACRES  
CALLED 107.725 ACRES (TRACT 2)  
VOPAK MODA HOUSTON LLC  
H.C.C.F. NO. 20130255159

PAGE 2 OF 3  
PAGE 3 OF 3

MATCH LINE

EXHIBIT MAP  
CITY OF DEER PARK ETJ

LOCATED IN THE  
GEORGE ROSS SURVEY  
ABSTRACT No. 646,  
HARRIS COUNTY, TEXAS

500' 250' 0 500'



SCALE IN FEET

1" = 500'

NOTE:

1. THE EXTRATERRITORIAL JURISDICTION (ETJ) LINE LOCATION PLOTTED HEREON IS APPROXIMATE AND BASED ON A SHAPE FILE OBTAINED FROM THE CITY OF HOUSTON GIS WEBSITE.

**lil.i.**  
SURVEY\*GROUP

www.millersurvey.com  
1760 W SAM HOUSTON PARKWAY N.  
HOUSTON, TEXAS 77043  
PHONE 713-413-1900

CALLED 155.5487 ACRES  
THE LUBRIZOL CORPORATION  
H.C.C.F. NO. 20140438080

ROHM AND HAAS ROAD  
NO RECORD FOUND

MAPX HOU MARINE AMMONIA SITE.DWG\3799-EXH-B.DWG S 0 Bldg N 646

3-79-9-EXH B AT E: 01/30/2020 FIELD BOOK: 180-72/H-M  
SCALE: 1"=500' DRAWN BY: BJA CHK BY: N/A M&S NO. /A


$$1'' = 500'$$


CALLED 155.5487 ACRES  
 THE LUBRIZOL CORPORATION  
 H.C.C.F. No. 20140438080

ROHM AND HAAS ROAD  
NO RECORD FOUND

HCAD ACCT. No.  
044-099-000-0131  
107.725 ACRES

CALLER: 107.725 ACRES (TRACT 2)  
VOPAK MODA HOUSTON LLC  
H.C.C.F. No. 20130255159

CALLE<sup>E</sup> B i 9<sup>F</sup> ACRES

TE f N p D  
H.C.C.F. No. D560866

CALLED 1.617 ACRES  
 ROHM AND HAAS  
 TEXAS INCORPORATED  
 H.C.C.F. No. 20140501245

RESIDUE OF  
CALLED 38.295 ACRES.  
ROHM AND HAAS  
TEXAS INCORPORATED  
H.C.C.F. No. D560866

HCAD ACCT. No.  
044-099-000-0146  
0.359 ACRE

CALLED 0.39 ACRE  
 VOPAK MODA HOUSTON LLC  
 H.C.C.F. No. 20140501246

BAFFI GROUND ROAD  
PROPERTIES LLC  
C.f. No. BP-2017-174987

 $Sr,i;-..1..z$ 

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• 1vo Wio, f. 15r

LOCATED IN THE  
GEORGE ROSS SURVEY  
ABSTRACT No. 646,  
HARRIS COUNTY, TEXAS

1. THE EXTRATERRITORIAL JURISDICTION (ETJ) LINE LOCATION PLOTTED HEREON IS APPROXIMATE AND BASED ON A SHAPE FILE OBTAINED FROM THE CITY OF HOUSTON GIMS WEBSITE.

**lii.i.**  
**SURVEY\*GROUP**

www.millersurvey.com  
1760 W. SAM HOUSTON PARKWAY N.  
HOUSTON, TX 77058-1000

JOB No.: 3799-EXH	SCALE: 1"= 500'	DATE: 01/3/2020	FIELD BOOK: 18072/HM
Dwg. No.: 399-EXH-B.dwg	DRAWN BY: BJN	CHECK BY: N/A	M&B No. N/A



## Legislation Details (With Text)

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**File #:** ORD 21-052    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** Agenda Ready  
**File created:** 6/9/2021    **In control:** City Council  
**On agenda:** 6/15/2021    **Final action:**  
**Title:** Consideration of and action on the results of the joint public hearing and a proposed ordinance from the request of Zhiyong Liu and Lin Lin to rezone 1812 Center Street TR 143A, Deer Park Outlots from General Commercial (GC) to Office and Professional (OF) to build a multi-tenant building for general professional offices.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Rezoned ord 1812 Center](#)

Date	Ver.	Action By	Action	Result
6/15/2021	1	City Council		

Consideration of and action on the results of the joint public hearing and a proposed ordinance from the request of Zhiyong Liu and Lin Lin to rezone 1812 Center Street TR 143A, Deer Park Outlots from General Commercial (GC) to Office and Professional (OF) to build a multi-tenant building for general professional offices.

**Summary:**

The Planning and Zoning Commission conducted a public hearing on May 5, 2021 to hear testimony for and against Zhiyong Liu and Lin Lin on the rezoned request. Based upon testimony, the recommendation of the Planning and Zoning Commission is the request be approved.

**Fiscal/Budgetary Impact:**

Approve the ordinance.

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

**AN ORDINANCE AMENDING ORDINANCE NO. 3886 OF THE CITY OF DEER PARK, TEXAS, ADOPTED MARCH 21, 2017, AS AMENDED BY TAKING A 0.7922 ACRE TRACT OF LAND OUT OF OUTLOT 143A, DEER PARK OUTLOTS ALSO KNOWN AS 1812 CENTER STREET, DEER PARK, HARRIS COUNTY, TEXAS OUT OF THE GENERAL COMMERCIAL (GC) ZONING DISTRICT AND PLACING IT IN THE OFFICE AND PROFESSIONAL (OF) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING PENALTIES BY A FINE UP TO \$2,000.00 FOR EACH DAYS VIOLATION OF THE PROVISIONS OF SUCH ORDINANCE, AS AMENDED.**

**WHEREAS**, a proposal has been made to amend Ordinance 3886 of the City of Deer Park, Texas, adopted March 21, 2017, as amended, by taking 0.7922 acre tract of land out of Outlot 143A, Deer park Outlots also known as 1812 Center Street, Deer Park, Texas, out of the General Commercial (GC) Zoning District and placing the same in the Office And Professional (OF) Zoning District under said Zoning Ordinance, and making the same subject to the rules and regulations now imposed by law in said District; and

**WHEREAS**, the City Council of the City of Deer Park, Texas, has received recommendations from the Planning and Zoning Commission of said City, recommending that such change **BE** made; and

**WHEREAS**, notice was duly and regularly given of the time and place of a Joint Public Hearing on said proposal as required by said Zoning Ordinance of the City of Deer Park, Texas and by the Statutes of the State of Texas; and, therefore, at the time and place set out in said Notice, all evidence for and against said proposal, and all persons desiring to be heard on said proposal were heard; and

**WHEREAS**, the City Council of the City of Deer Park, Texas finds that the general comprehensive zoning plan of the City of Deer Park, Texas, as a whole, and the health, safety, morals, convenience, comfort and general welfare of said City, taking into consideration, among other things, the

character of the districts affected and their peculiar suitability for the particular purposes permitted

therein, would be best subserved for said city, as a whole, under said Ordinance, as herein amended.

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

1. That Ordinance 3886 of the City of Deer Park, Texas, adopted March 21, 2017, **BE** amended by taking out of the General Commercial (GC) Zoning District and placing in the Office And Professional (OF) Zoning District a 0.7922 acre tract of land out of Outlot 143A, Deer Park Outlots, also known as 1812 Center Street, Deer Park, Texas, more particularly described by metes and bounds legal description attached hereto.

2. In the event any part of this Ordinance or the application of the same to any person or circumstances shall, for any reason, be adjudged invalid or held unconstitutional by any court of competent jurisdiction, the same shall not affect, impair or invalidate the remaining portions of this Ordinance, or said Ordinance No. 3886, as amended, as a whole, or any part or provision thereof.

3. Any person or corporation who shall violate any of the provisions of this Ordinance or of said Ordinance No. 3886, as amended, and as amended hereby, or fails to comply therewith, or with any of the requirements thereof, or who shall build or alter any building in violation of any detailed statement or plan submitted and approved hereunder, or who shall occupy or use any land authorized by the certificate of occupancy applicable to such land or building, shall be guilty of a misdemeanor and shall be liable to a fine not more than \$2,000.00, and each day such violation shall be permitted to exist shall constitute a separate offense.

4. The owner or owners of any building or premises, or part hereof, where anything in violation of this Ordinance shall be placed, or shall exist, and any architect, builder, contractor, agent, person, or corporation employed in connection therewith and who may have assisted in the commission of any such violation shall be guilty of a separate offense, and upon conviction thereof shall be fined as herein provided.

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

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 \_\_\_\_\_, 2021 **by a vote of** \_\_\_\_\_ **“Ayes” and** \_\_\_\_\_ **“Noes”.**

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

**ATTEST:**

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

**APPROVED:**

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