



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.

CALL TO ORDER

COMMENTS FROM AUDIENCE

1. Presentation on the Parks and Recreation Department's Annual Fourth Fest (4th of July) Event.

[PRE 21-024](#)

Recommended Action: Discussion only

2. Discussion of issues relating to the Quarterly Financial Report for the Fiscal Year 2020-2021 second quarter ended March 31, 2021.

[RPT 21-033](#)

Recommended Action: Discussion only during workshop.

Department: Finance

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

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

3. Discussion of issues relating to 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. [DIS 21-042](#)

Recommended Action: Discussion by Council.

Department: Chief of Police Grigg and Police

4. Discussion of issues relating to 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. [DIS 21-043](#)

Recommended Action: Discussion by Council.

Department: Chief of Police Grigg and Police

Attachments: [trauma kit.pdf](#)

5. Discussion of issues relating to an ordinance establishing a new Article IV-“Wireless Network Providers” for the purpose of regulating wireless network providers in City right-of-way. [DIS 21-045](#)

Recommended Action: For discussion only

Attachments: [ord210525 Cell Nodes_revised CLEAN final](#)

6. Discussion of issues relating to an ordinance approving the VOPAK MODA HOUSTON, LLC Industrial District Agreement. [DIS 21-047](#)

Recommended Action: Discussion only during workshop. An action item to approve the ordinance is included on the regular City Council Meeting Agenda.

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](#)

ADJOURN

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

*Shannon Bennett, TRMC
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.

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 21-024 **Version:** 1 **Name:**
Type: Presentation **Status:** Agenda Ready
File created: 6/2/2021 **In control:** City Council Workshop
On agenda: 6/15/2021 **Final action:**
Title: Presentation on the Parks and Recreation Department's Annual Fourth Fest (4th of July) Event.
Sponsors:
Indexes:
Code sections:
Attachments:

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

Presentation on the Parks and Recreation Department's Annual Fourth Fest (4th of July) Event.

Summary:

The Parks and Recreation Department is proud to host the annual Fourth Fest Event for 2021. The event will feature various outdoor activities, live music, and fireworks.

The event will feature:

- Grounds, some activities, and Jimmy Burke Center will open at 4 pm for those who want to come early.
- Fireworks - Starting at 9:15 pm
 - This year's show will be choreographed to music. Music will be heard at the Jimmy Burke Activity Center.
- Live music - Starting at 7:00 pm
 - Performance by OMG. Will play a variety of music throughout the evening.
- Bubble Tower
- Concessions available on site
 - Pre-packaged picnic meals available for order. Please contact the Friends of the Art Park Players to order prior to event.

- Outdoor picnic games
 - Cornhole
 - Jenga
 - And more
- Fun for the whole family!

Fiscal/Budgetary Impact:

Funds for this event are included in the FY 20-21 budget for this event

Discussion only



Legislation Details (With Text)

File #: RPT 21-033 **Version:** 1 **Name:**
Type: Report **Status:** Agenda Ready
File created: 6/7/2021 **In control:** City Council Workshop
On agenda: 6/15/2021 **Final action:**
Title: Discussion of issues relating to 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 Workshop		

Discussion of issues relating to the Quarterly Financial Report for the Fiscal Year 2020-2021 second quarter ended March 31, 2021.

Summary:

Review and discussion of the City's quarterly financial report for the Fiscal Year 2020-2021 second quarter ended March 31, 2021. A few highlights are as follows:

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.

Discussion only during workshop.



**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 %
GOVERNMENTAL FUNDS								
REVENUE SUMMARY:								
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)	*
Total Governmental Funds Revenue	23,985,257	24,907,563	-	-	48,892,820	56,440,600	7,547,780	13.37%
EXPENDITURE SUMMARY:								
<u>General Fund</u>								
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%
Total General Fund	8,421,765	9,107,760	-	-	17,529,525	42,730,328	25,200,803	58.98%
<u>Debt Service Fund</u>	<u>450</u>	<u>12,933,461</u>	<u>-</u>	<u>-</u>	<u>12,933,911</u>	<u>6,197,672</u>	<u>(6,736,239)</u>	<u>**</u>
<u>Golf Course Lease Fund</u>	<u>31,465</u>	<u>87,149</u>	<u>-</u>	<u>-</u>	<u>118,614</u>	<u>507,820</u>	<u>389,206</u>	<u>76.64%</u>
<u>Special Revenue Funds</u>	<u>105,074</u>	<u>70,620</u>	<u>-</u>	<u>-</u>	<u>175,694</u>	<u>4,221,211</u>	<u>4,045,517</u>	<u>95.84%</u>
<u>Capital Improvement Bond Funds</u>	<u>822,096</u>	<u>2,123,386</u>	<u>-</u>	<u>-</u>	<u>2,945,484</u>	<u>-</u>	<u>(2,945,484)</u>	<u>*</u>
Total Governmental Funds Expenditures	9,380,852	24,322,376	-	-	33,703,228	53,657,031	19,953,803	37.19%
Governmental Funds Revenues O/(U) Expenditures	\$ 14,604,405	\$ 585,187	\$ -	\$ -	\$ 15,189,592	\$ 2,783,569		
UTILITY FUNDS								
REVENUE SUMMARY:								
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)	*
Total Utility Fund Revenue	2,105,067	3,048,419	-	-	5,153,486	12,771,255	7,617,769	59.65%
EXPENSES SUMMARY:								
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%
Total Utility Fund Expenses	1,616,756	4,227,750	-	-	5,844,506	11,933,611	6,089,105	51.02%
Utility Fund Revenues O/(U) Expenses	\$ 488,311	\$ (1,179,331)	\$ -	\$ -	\$ (691,020)	\$ 837,644		
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Capital Improvements Fund Revenue	\$ 1,006,001	\$ 43	\$ -	\$ -	\$ 1,006,044	\$ 4,486,060	\$ 3,480,016	77.57%
Total Capital Improvements Fund Revenue	1,006,001	43	-	-	1,006,044	4,486,060	3,480,016	77.57%
EXPENDITURE SUMMARY:								
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%
Total Capital Improvements Fund Expenditures	492,128	1,415,345	-	-	1,907,473	3,777,500	1,870,027	49.50%
Capital Improvements Fund Revenues O/(U) Expenditures	\$ 513,873	\$ (1,415,302)	\$ -	\$ -	\$ (901,429)	\$ 708,560		

* 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 %
FIDUCIARY FUNDS								
REVENUE SUMMARY:								
Senior Citizens Fund	\$ 13	\$ 35	\$ -	\$ -	\$ 48	\$ -	\$ (48)	*
Total Fiduciary Funds Revenue	13	35	-	-	48	-	(48)	*
EXPENDITURE SUMMARY:								
Senior Citizens Fund	-	-	-	-	-	-	-	*
Total Fiduciary Funds Expenditures	-	-	-	-	-	-	-	*
Fiduciary Funds Revenues O/(U) Expenditures	\$ 13	\$ 35	\$ -	\$ -	\$ 48	\$ -		
SPECIAL REVENUE DISTRICTS								
REVENUE SUMMARY:								
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%
Total Special Revenue Districts Revenue	271,990	781,679	-	-	1,053,669	7,169,681	6,116,012	85.30%
EXPENDITURE SUMMARY:								
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%
Total Special Revenue Districts Expenditures	574,875	574,977	-	-	1,149,852	7,169,681	6,019,829	83.96%
Special Revenue Districts Revenues O/(U) Expenditures	\$ (302,885)	\$ 206,702	\$ -	\$ -	\$ (96,183)	\$ -		
TYPE B CORPORATION								
REVENUE SUMMARY:								
Deer Park Community Development Corporation	\$ 273,997	\$ 805,440	\$ -	\$ -	\$ 1,079,437	\$ 2,702,500	\$ 1,623,063	60.06%
Total DPCDC Fund Revenue	273,997	805,440	-	-	1,079,437	2,702,500	1,623,063	60.06%
EXPENDITURE SUMMARY:								
Deer Park Community Development Corporation	-	1,178,188	-	-	1,178,188	1,909,430	731,242	38.30%
Total DPCDC Fund Expenditures	-	1,178,188	-	-	1,178,188	1,909,430	731,242	38.30%
DPCDC Revenues O/(U) Expenditures	\$ 273,997	\$ (372,748)	\$ -	\$ -	\$ (98,751)	\$ 793,070		
FUND BALANCE								
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			
Ending Fund Balance - General Fund	\$ 60,085,568	\$ 64,700,541	\$ -	\$ -	\$ 64,700,541			
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)			
Ending Fund Balance - Water Sewer Fund	\$ 19,432,485	\$ 18,204,624	\$ -	\$ -	\$ 18,204,624			

**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
<u>GOVERNMENTAL FUNDS</u>								
REVENUE SUMMARY:								
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
Total Governmental Funds Revenue	23,985,257	24,907,563	-	-	48,892,820	48,209,787	683,033	64,421,094
EXPENDITURE SUMMARY:								
<u>General Fund</u>								
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	-	-	-	-	-	-	-	-
Total General Fund	8,421,765	9,107,760	-	-	17,529,525	17,872,885	(343,360)	43,025,946
<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
Total Governmental Funds Expenditures	9,380,852	24,322,376	-	-	33,703,228	33,580,369	122,859	58,685,357
Governmental Funds Revenues O/(U) Expenditures	\$ 14,604,405	\$ 585,187	\$ -	\$ -	\$ 15,189,592	\$ 14,629,418	\$ 560,174	\$ 5,535,737
<u>UTILITY FUNDS</u>								
REVENUE SUMMARY:								
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
Total Utility Funds Revenue	2,105,067	3,048,419	-	-	5,153,486	5,436,397	(282,911)	13,109,169
EXPENSES SUMMARY:								
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
Total Utility Funds Expenses	1,616,756	4,227,750	-	-	5,844,506	7,131,665	(1,287,159)	12,010,741
Utility Funds Revenues O/(U) Expenses	\$ 488,311	\$ (1,179,331)	\$ -	\$ -	\$ (691,020)	\$ (1,695,268)	\$ 1,004,248	\$ 1,098,428
<u>CAPITAL IMPROVEMENTS FUND</u>								
REVENUE SUMMARY:								
Capital Improvements Fund Revenue	\$ 1,006,001	\$ 43	\$ -	\$ -	\$ 1,006,044	\$ 1,006	\$ (1,005,038)	\$ 3,027,754
Total Capital Improvements Fund Revenue	1,006,001	43	-	-	1,006,044	1,006	(1,005,038)	3,027,754
EXPENDITURE SUMMARY:								
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
Total Capital Improvements Fund Expenditures	492,128	1,415,345	-	-	1,907,473	981,617	925,856	1,893,990
Capital Improvements Fund Revenues O/(U) Expenditures	\$ 513,873	\$ (1,415,302)	\$ -	\$ -	\$ (901,429)	\$ (980,611)	\$ (1,930,894)	\$ 1,133,764

**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
<u>FIDUCIARY FUNDS</u>								
REVENUE SUMMARY:								
Senior Citizens Fund	\$ 13	\$ 35	\$ -	\$ -	\$ 48	\$ 819	\$ (771)	\$ 1,064
Total Fiduciary Funds Revenue	13	35	-	-	48	819	(771)	1,064
EXPENDITURE SUMMARY:								
Senior Citizens Fund	-	-	-	-	-	-	-	-
Total Fiduciary Funds Expenditures	-	-	-	-	-	-	-	-
Fiduciary Funds Revenues O/(U) Expenditures	\$ 13	\$ 35	\$ -	\$ -	\$ 48	\$ 819	\$ (771)	\$ 1,064
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
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
Total Special Revenue Districts Revenue	271,990	781,679	-	-	1,053,669	1,183,087	(129,418)	3,657,798
EXPENDITURE SUMMARY:								
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
Total Special Revenue Districts Expenditures	574,875	574,977	-	-	1,149,852	1,788,655	(638,803)	3,193,946
Special Revenue Districts Revenues O/(U) Expenditures	\$ (302,885)	\$ 206,702	\$ -	\$ -	\$ (96,183)	\$ (605,568)	\$ 509,385	\$ 463,852
<u>TYPE B CORPORATION</u>								
REVENUE SUMMARY:								
Deer Park Community Development Corporation	\$ 273,997	\$ 805,440	\$ -	\$ -	\$ 1,079,437	\$ 1,222,775	\$ (143,338)	\$ 3,542,371
Total DPCCDC Fund Revenue	273,997	805,440	-	-	1,079,437	1,222,775	(143,338)	3,542,371
EXPENDITURE SUMMARY:								
Deer Park Community Development Corporation	-	1,178,188	-	-	1,178,188	1,165,610	12,578	1,218,797
Total DPCCDC Fund Expenditures	-	1,178,188	-	-	1,178,188	1,165,610	12,578	1,218,797
DPCCDC Revenues O/(U) Expenditures	\$ 273,997	\$ (372,748)	\$ -	\$ -	\$ (98,751)	\$ 57,165	\$ (155,916)	\$ 2,323,574

**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 %
GENERAL FUND								
REVENUE SUMMARY:								
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%
Total Revenue	21,796,399	13,722,733			35,519,132	45,507,644	9,988,512	21.95%
EXPENDITURE SUMMARY:								
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%
Total Expenditures	8,421,765	9,107,760			17,529,525	45,507,644	27,978,119	61.48%
General Fund Revenues O/(U) Expenditures	\$ 13,374,634	\$ 4,614,973			\$ 17,989,607	\$ -		

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
Ending Fund Balance	\$ 60,085,568	\$ 64,700,541	\$ 64,700,541

* 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 %
<u>DEBT SERVICE FUND</u>								
REVENUE SUMMARY:								
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)	**
Total Revenue	2,147,831	11,016,707			13,164,538	6,197,672	(6,966,866)	**
EXPENDITURE SUMMARY:								
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%
Total Expenditures	450	12,933,461			12,933,911	6,197,672	(6,736,239)	**
Debt Service Fund Revenues O/(U) Expenditures	\$ 2,147,381	\$ (1,916,754)			\$ 230,627	\$ -		
<hr/>								
<u>FUND BALANCE</u>								
Beginning Fund Balance	\$ 6,158,253	\$ 8,305,634			\$ 6,158,253			
Revenues Over/(Under) Expenditures	2,147,381	(1,916,754)			230,627			
Ending Fund Balance	\$ 8,305,634	\$ 6,388,880			\$ 6,388,880			

* 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>
<u>GOLF COURSE LEASE FUND</u>								
REVENUE SUMMARY:								
User Fees	\$ -	\$ -			\$ -	\$ -	\$ -	*
Other Revenue	-	-			-	507,820	507,820	100.00%
Restricted Revenue	-	-			-	-	-	*
Total Revenue	<u>-</u>	<u>-</u>			<u>-</u>	<u>507,820</u>	<u>507,820</u>	100.00%
EXPENDITURE SUMMARY:								
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%
Total Expenditures	<u>31,465</u>	<u>87,149</u>			<u>118,614</u>	<u>507,820</u>	<u>389,206</u>	76.64%
Golf Course Lease Fund Revenues O/(U) Expenditures	<u>\$ (31,465)</u>	<u>\$ (87,149)</u>			<u>\$ (118,614)</u>	<u>\$ -</u>		
<hr/>								
<u>FUND BALANCE</u>								
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>			
Ending Fund Balance	<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 %
SPECIAL REVENUE FUNDS								
REVENUE SUMMARY:								
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%
Total Revenue	39,589	163,636			203,225	4,227,464	4,024,239	95.19%
EXPENDITURE SUMMARY:								
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%
Total Expenditures	105,074	70,620			175,694	4,221,211	4,045,517	95.84%
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
Total Special Revenue Funds	\$ 1,136,740	\$ 1,229,756	\$ 1,229,756

* 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 %
<u>CAPITAL IMPROVEMENT BOND FUNDS</u>								
REVENUE SUMMARY:								
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)	*
Total Revenue	1,438	4,487			5,925	-	(5,925)	*
EXPENDITURE SUMMARY:								
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	-	-			-	-	-	*
Total Expenditures	822,098	2,123,386			2,945,484	-	(2,945,484)	*
CIBF Revenues O/(U) Expenditures	\$ (820,660)	\$ (2,118,899)			\$ (2,939,559)	\$ -		

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)
Ending Fund Balance	\$ 4,991,161	\$ 2,872,262	\$ 2,872,262

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
Total CIBF	\$ 4,991,161	\$ 2,872,262	\$ 2,872,262

* 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 %
<u>WATER/SEWER FUND</u>								
REVENUE SUMMARY:								
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%
Total Revenue	2,044,315	2,956,311			5,000,626	12,367,227	7,366,601	59.57%
EXPENDITURE SUMMARY:								
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%
Total Expenditures	1,552,801	4,184,172			5,736,973	11,703,129	5,966,156	50.98%
Water/Sewer Fund Revenues O/(U) Expenditures	\$ 491,514	\$ (1,227,861)			\$ (736,347)	\$ 664,098		

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)
Ending Fund Balance	\$ 19,432,485	\$ 18,204,624	\$ 18,204,624

* 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 %
<u>OTHER UTILITY FUNDS</u>								
REVENUE SUMMARY:								
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)	*
Total Revenue	60,752	92,108			152,860	404,028	251,168	62.17%
EXPENDITURE SUMMARY:								
Storm Water Utility Fund	63,955	43,578			107,533	230,482	122,949	53.34%
TWDB Series 2002	-	-			-	-	-	*
Wastewater/Sanitary Sewer - Series 2002	-	-			-	-	-	*
Total Expenditures	63,955	43,578			107,533	230,482	122,949	53.34%
Other Utility Funds Revenues O/(U) Expenditures	\$ (3,203)	\$ 48,530			\$ 45,327	\$ 173,546		

FUND BALANCE

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

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
	\$ 5,569,499	\$ 5,618,029	\$ 5,618,029

* 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>
<u>CAPITAL IMPROVEMENTS FUND</u>								
REVENUE SUMMARY:								
Other	\$ 1,006,001	\$ 43			\$ 1,006,044	\$ 4,486,060	\$ 3,480,016	77.57%
Total Revenue	<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>
EXPENDITURE SUMMARY:								
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%
Total Expenditures	<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/>								
<u>FUND BALANCE</u>								
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>			
Ending Fund Balance	<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 & 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 & 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%
Total Expenditures	\$ 492,128	\$ 1,450,976			\$ 1,943,104	\$ 4,486,060	\$ 2,542,956	56.69%

* 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>
<u>FIDUCIARY FUND</u>								
REVENUE SUMMARY:								
Senior Citizens Fund	\$ 13	\$ 35			\$ 48	\$ -	\$ (48)	*
Total Revenue	13	35			48	-	(48)	*
EXPENDITURE SUMMARY:								
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 %
SPECIAL REVENUE DISTRICTS								
REVENUE SUMMARY:								
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%
Total Revenue	271,990	781,679			1,053,669	7,169,681	6,116,012	85.30%
EXPENDITURE SUMMARY:								
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%
Total Expenditures	574,875	574,977			1,149,852	7,169,681	6,019,829	83.96%
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
Ending Fund Balance - CCPD	\$ 5,666,625	\$ 5,823,730	\$ 5,823,730
Beginning Fund Balance - FCPEMSD	\$ 993,477	\$ 801,465	\$ 993,477
Revenues Over/(Under) Expenditures	(192,012)	49,597	(142,415)
Ending Fund Balance - FCPEMSD	\$ 801,465	\$ 851,062	\$ 851,062

* 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>
DEER PARK COMMUNITY DEVELOPMENT CORPORATION								
REVENUE SUMMARY:								
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%
Total Revenue	<u>273,997</u>	<u>805,440</u>			<u>1,079,437</u>	<u>2,702,500</u>	<u>1,623,063</u>	60.06%
EXPENDITURE SUMMARY:								
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%
Total Expenditures	<u>-</u>	<u>1,178,188</u>			<u>1,178,188</u>	<u>1,909,430</u>	<u>731,242</u>	38.30%
Deer Park Community Development Corporation Fund Revenues O/(U) Expenditures	\$ 273,997	\$ (372,748)			\$ (98,751)	\$ 793,070		
<hr/>								
FUND BALANCE								
Beginning Fund Balance	\$ 8,507,341	\$ 8,781,338			\$ 8,507,341			
Revenues Over/(Under) Expenditures	273,997	(372,748)			(98,751)			
Ending Fund Balance	<u>\$ 8,781,338</u>	<u>\$ 8,408,590</u>			<u>\$ 8,408,590</u>			

* Line item not budgeted.

** YTD actual exceeds budget.

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

Fiscal Month	FY 2019		FY 2020		FY 2021	
	<u>Ad Valorem *</u>	<u>Industrial</u>	<u>Ad Valorem *</u>	<u>Industrial</u>	<u>Ad Valorem *</u>	<u>Industrial</u>
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%
<u>Tax Rate:</u>	<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>\$ 2,166,807</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 #: DIS 21-042 **Version:** 1 **Name:**

Type: Discussion **Status:** Agenda Ready

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

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

Title: Discussion of issues relating to 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 Workshop		

Discussion of issues relating to 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.

Discussion by Council.



Legislation Details (With Text)

File #: DIS 21-043 **Version:** 1 **Name:**

Type: Discussion **Status:** Agenda Ready

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

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

Title: Discussion of issues relating to 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 Workshop		

Discussion of issues relating to 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.

Discussion by Council.

Frequ



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- ✓ 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



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Legislation Details (With Text)

File #: DIS 21-045 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 6/8/2021 **In control:** City Council Workshop
On agenda: 6/15/2021 **Final action:**
Title: Discussion of issues relating to 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](#)

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

Discussion of issues relating to 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:

Discussion item

For discussion only

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 60th 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 (90th) 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 (60th) 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”.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

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.



Legislation Details (With Text)

File #:	DIS 21-047	Version:	1	Name:	
Type:	Discussion	Status:		Agenda Ready	
File created:	6/11/2021	In control:		City Council Workshop	
On agenda:	6/15/2021	Final action:			
Title:	Discussion of issues relating to an ordinance approving the VOPAK MODA HOUSTON, LLC Industrial District Agreement.				
Sponsors:					
Indexes:					
Code sections:					
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				

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

Discussion of issues relating to 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:

Discussion only during workshop. An action item to approve the ordinance is included on the regular

City Council Meeting Agenda.

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:

City Secretary

APPROVED:

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 21st 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 15th 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 1st, 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 1st 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 31st 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 1st 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 st Year After Operation Begins	10%
2 nd Year After Operation Begins	20%
3 rd Year After Operation Begins	30%
4 th Year After Operation Begins	40%
5 th Year After Operation Begins	50%
6 th 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 1st 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 1st 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:

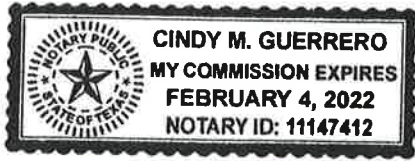
VOPAK MODA HOUSTON, LLC
6601 State Highway 225
Deer Park, Texas 77536
email: david.griffis@modamidstream.com
Attn: David L. Griffis

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 1st day of January 2021



Cindy M Guerrero
Cindy M. Guerrero

VOPAK MODA HOUSTON, LLC
(Company)

[Signature]
By: *Jonathan Ackermann*
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;

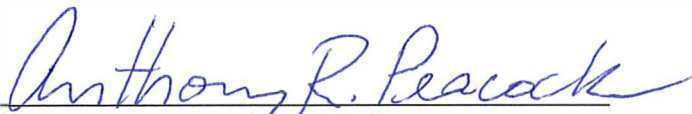
5. North 34 degrees 19 minutes 40 seconds West, a distance of 628.69 feet to a 5/8-inch iron rod with a cap stamped "Weisser" found at an angle point;
6. North 18 degrees 43 minutes 39 seconds West, a distance of 381.07 feet to an angle point on an approximate northwesterly Extraterritorial Jurisdiction (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

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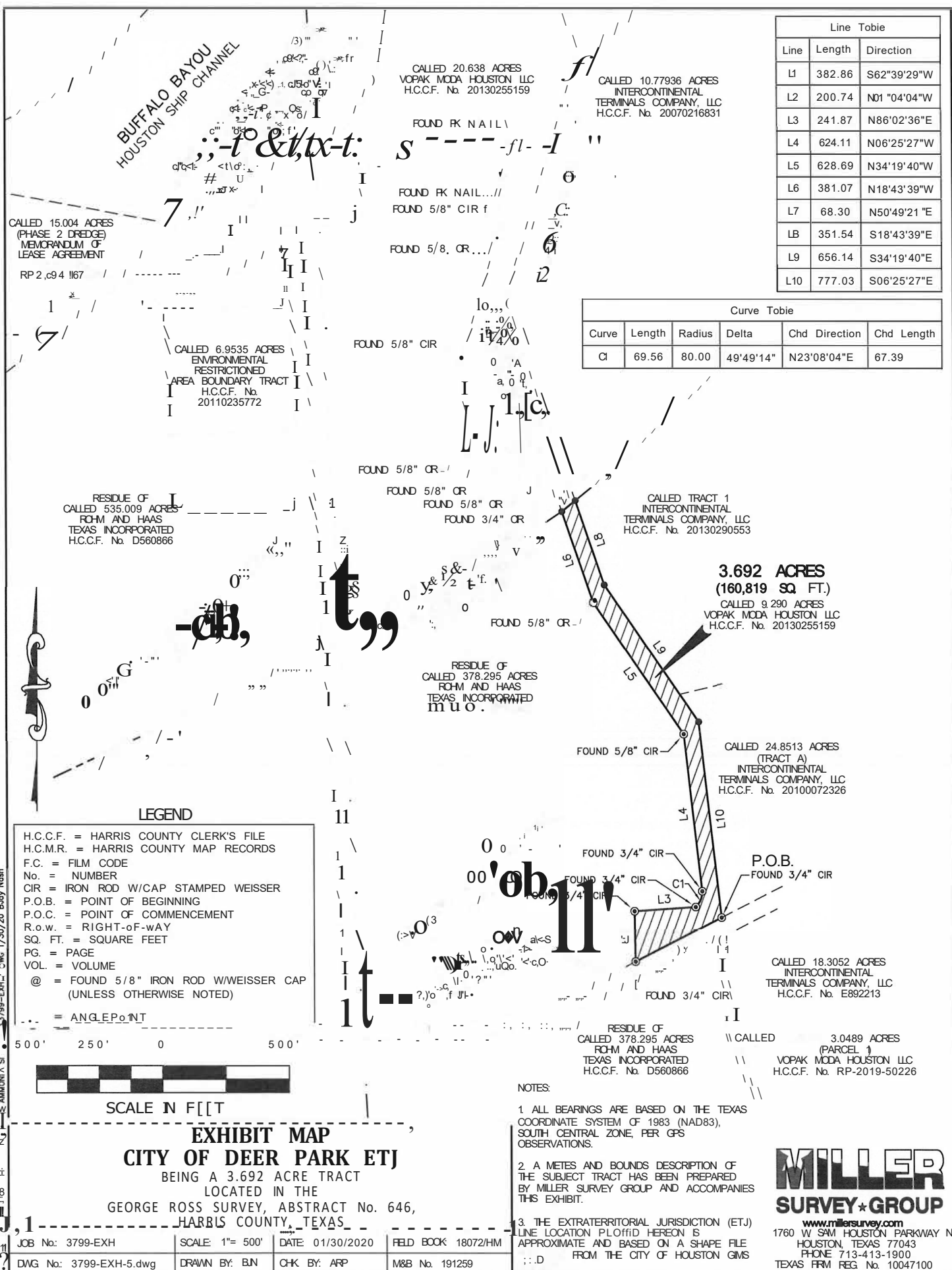
M&B No. 191259

Dwg. No. 3799-EXH-5

Last Revised Date: January 30, 2020

Line Tobie		
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 Tobie					
Curve	Length	Radius	Delta	Chd Direction	Chd Length
Cl	69.56	80.00	49°49'14"	N23°08'04"E	67.39



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:

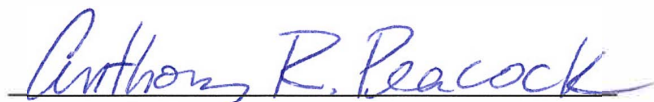
1. North 02 degrees 55 minutes 37 seconds West, a distance of 26.51 feet to a 5/8-inch iron rod with a cap stamped "Miller Survey Group" (MSG) set at the beginning of a curve to the left;
2. 23.53 feet along the arc of said curve to the left, having a radius of 250.00 feet, a central angle of 05 degrees 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

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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
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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
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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

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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.

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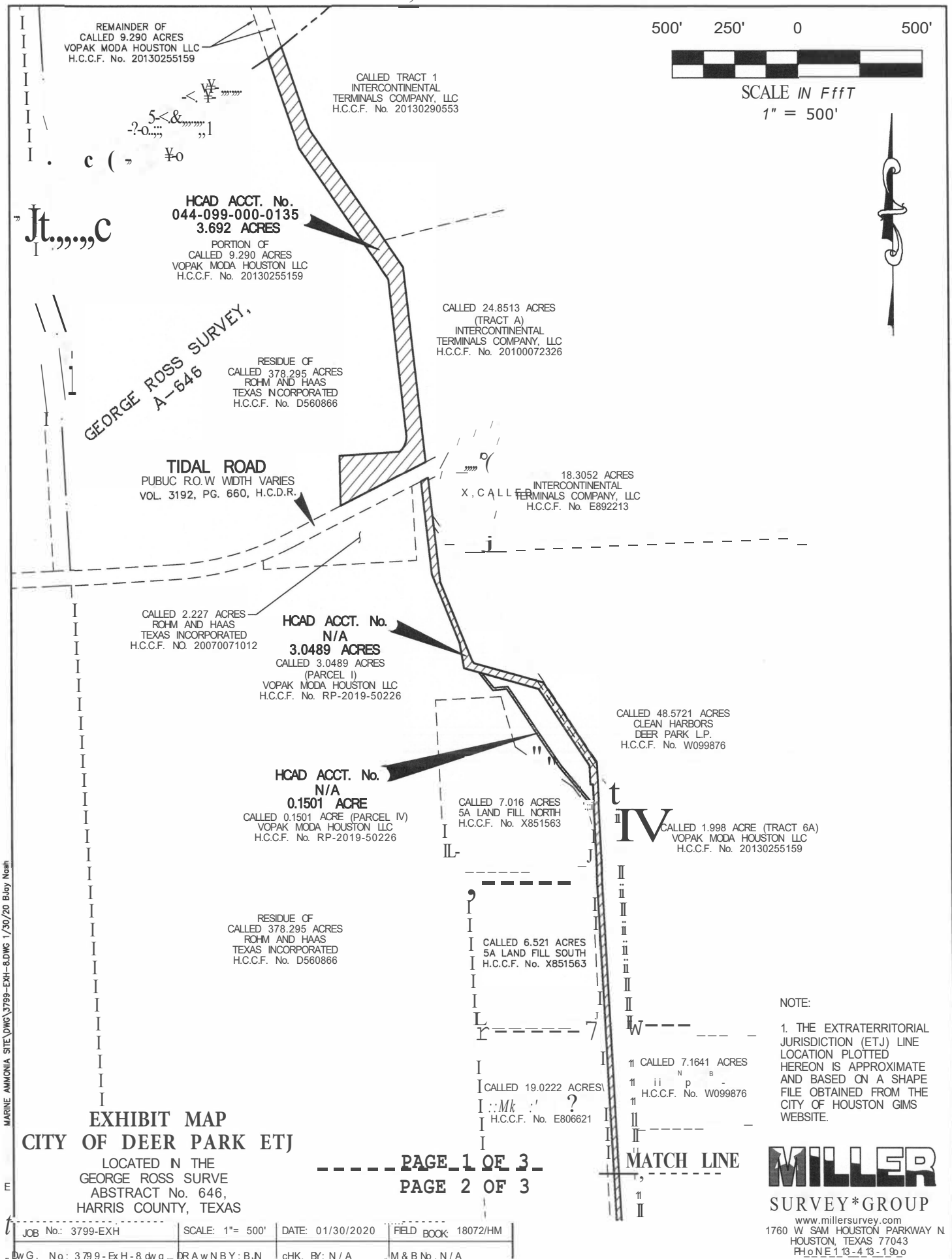
Ph: (713) 413-1900

M&B No. 201048

Dwg. No. 3799-ALTA

Date: January 23, 2020





MARINE AMMONIA SITE\DWG\3799-EXH-8.DWG 1/30/20 Blay Nash

E

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

o;c;c::z::Z::Z::Z::Z::C::C::r::c::c::c::z::%

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

NOTE:

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.

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'

lil.i.
SURVEY*GROUP

www.millersurvey.com
1760 W SAM HOUSTON PARKWAY N.
HOUSTON, TEXAS 77043
PHONE 713-413-1900

MAPX HOU MARINE AMMONIA SITE.DWG\3799-EXH-B.DWG S 0 Bldg N 646

3-79-9-EXH B ATT E: 01/30/2020 FIELD BOOK: 180-72/H-M
SCALE: 1"=500' DATE: 01/30/2020
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^E B i 9^F 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

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ffo' oü/

• 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 77060

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