



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

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

James Stokes, City Manager
Sara Robinson, Assistant City Manager

Jerry Mouton Jr., Mayor

Angela Smith, City Secretary
Jim Fox, City Attorney

Ordinance No. 4512

Resolution No. 24-08

CALL TO ORDER

The 1849th meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

COMMENTS FROM AUDIENCE

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

PRESENTATIONS

1. Recognition of the Deer Park High School Cheerleaders National Champions.

[PRE 24-011](#)

Recommended Action: Applause.

2. Proclamation for National Library Week 2024.

[PRO 24-004](#)

Recommended Action: Mayor to Proclaim National Library Week 2024.

Department: Library

Attachments: [National Library Week 2024.pdf](#)

3. Presentation of the 2023 Achievement of Excellence in Libraries Award.

[PRE 24-016](#)

Recommended Action: Present the 2023 Achievement of Library Excellence Award to the Deer Park Public Library.

Department: Library

Attachments: [TMLDA Achievement of Excellence in Libraries Award Notification 2023.pdf](#)
[Achievement of Library Excellence Award Information Sheet 2023.pdf](#)

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.

CONSENT CALENDAR

4. Approval of workshop meeting minutes for March 19, 2024. [MIN 24-031](#)

Recommended Action: Approval of workshop meeting minutes for March 19, 2024.

Attachments: [CC_MW_031924](#)

5. Approval of regular meeting minutes for March 19, 2024. [MIN 24-032](#)

Recommended Action: Approval of regular meeting minutes for March 19, 2024.

Attachments: [CC_MR_031924](#)

6. Approval of tax refund to Independence Valve & Supply LLC in the amount of \$1,119.13 due to an overpayment. [TAXR 24-018](#)

Recommended Action: Approve the tax refund to Independence Valve & Supply LLC.

Department: Finance

NEW BUSINESS

7. Consideration of and action on accepting completion of the 2024 Waterline Improvement Project. [ACT 24-011](#)

Recommended Action: Accept completion of the project and releasing retainage.

Department: Public Works

Attachments: [1yr Warranty](#)

[Affidavit Of Bills Paid](#)

[Waiver of Lien](#)

[Change Order #2 - 2024 Waterline Project](#)

8. Consideration of and action on the reappointment of Troy Cothran as the City of Deer Park's representative on the Board of Directors for the South East Texas Housing Finance Corporation. [APT 24-004](#)

Recommended Action: Re-appoint Mr. Troy Cothran as the City of Deer Park's Representative to the SETH Board of Directors for a term expiring April 4, 2026.

Department: City Council

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.

9. Consideration of and action on approval of three access easement agreements with Harris County Flood Control Districts for the Spencer View Bridge project.

[AUT 24-019](#)

Recommended Action: Approve the easements.

Attachments: [Access Easement HCFCD Cenikor Tract 1](#)
[Access Easement HCFCD ESMT 1](#)
[Access Easement HCFCD ESMT 2](#)
[Cenikor Tract 1 12-18-2023](#)
[HCFCD Access Esmt 1 12-18-2023](#)
[HCFCD Access Esmt 2 12-18-2023](#)
[Recorded Deed \(002\)](#)
[Spencerview Bridge CobbFenley Area Request 12-7-23](#)

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

[ORD 24-044](#)

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

Attachments: [ORD PARD schedule B - April 2 2024](#)
[Redlined - Schedule B - Revised 4-2-2024](#)

11. Consideration of and action on approval to purchase a new 2022 Leguan track mounted spider lift through TIPS Purchasing Cooperative Contract #191001.

[PUR 24-015](#)

Recommended Action: Approve purchase of new 2022 Leguan track mounted spider lift.

Department: Parks & Recreation

Attachments: [Deer Park Lift quote 3-24](#)

12. Consideration of and action on the purchase of concrete work for sidewalk repairs throughout different sections in Dow Park.

[PUR 24-016](#)

Recommended Action: Approve the purchase of concrete work for sidewalk repairs throughout different sections in Dow Park.

Department: Parks & Recreation

Attachments: [Parks and Rec Priority Estimate](#)

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

13. Consideration of and action on authorizing Kaser Design to design and manufacture a comprehensive trail and park signage program.

[AGR 24-007](#)

Recommended Action: Authorize Kaser Design to design and manufacture a comprehensive trail and park signage program.

Attachments: [Deer Park solo letter 20240320 -Kaser Design Trail & Park Signage Program](#)
[KD support Client List - Interpretation](#)

14. Consideration of and action on purchasing Self-Contained Breathing Apparatus (SCBA) from Metro Fire Apparatus Specialist, Inc. on Buy Board Contract 698-23.

[PUR 24-014](#)

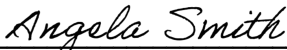
Recommended Action: Approve the purchase of eleven (11) SCBA's and accessories from Metro Fire Apparatus Specialists, Inc. on Buy Board Contract 698-23 in the amount of \$85,000.

Attachments: [SCBA Metro Fire 04022024](#)

ADJOURN

I, City Secretary, certify that a copy of the April 2, 2024 regular meeting agenda was posted in the glass case outside City Hall convenient and accessible to the general public at all times and to the City's website at www.deerparktx.gov in compliance with Chapter 551, Texas Government Code.

Date and time posted _____ Date removed _____



Angela Smith, TRMC, CMC
City Secretary

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

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



Legislation Details (With Text)

File #: PRE 24-011 **Version:** 1 **Name:**
Type: Presentation **Status:** Agenda Ready
File created: 2/16/2024 **In control:** City Council
On agenda: 4/2/2024 **Final action:**
Title: Recognition of the Deer Park High School Cheerleaders National Champions.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/2/2024	1	City Council		

Recognition of the Deer Park High School Cheerleaders National Champions.

Summary:

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

Fiscal/Budgetary Impact:

N/A.

Applause.



Legislation Details (With Text)

File #: PRO 24-004 **Version:** 1 **Name:**
Type: Proclamation **Status:** Agenda Ready
File created: 3/25/2024 **In control:** City Council
On agenda: 4/2/2024 **Final action:**
Title: Proclamation for National Library Week 2024.
Sponsors: Library
Indexes:
Code sections:
Attachments: [National Library Week 2024.pdf](#)

Date	Ver.	Action By	Action	Result
4/2/2024	1	City Council		

Proclamation for National Library Week 2024.

Summary:

National Library Week will be celebrated April 7-13, 2024. First sponsored in 1958, National Library Week is a national observance sponsored by the American Library Association (ALA) and libraries across the country each April. It is a time to celebrate the contributions of our nation's libraries and librarians and to promote library use and support. All types of libraries (school, public, academic and special) participate. The theme for National Library Week (April 7-13, 2024), "Ready, Set, Library!" illustrates the fact that libraries give us a green light to experience something truly special: a place to connect with others, learn new skills, and pursue our passions through book clubs, storytimes, movie nights, crafting classes, lectures, and more. Libraries also play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses.

Rebecca Pool, Library Director, will be present at the April 2, 2024 Council Meeting to accept the 2024 National Library Week Proclamation.

Fiscal/Budgetary Impact:

N/A.

Mayor to Proclaim National Library Week 2024.



Office of the Mayor

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

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life’s journey; and

WHEREAS, libraries have long served as trusted institutions for all members of the community; and

WHEREAS, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve; and

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals; and

WHEREAS, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth; and

WHEREAS, libraries make choices that are good for the environment and make sense economically, creating thriving communities for a better tomorrow; and

WHEREAS, libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital resources for present and future generations; and

WHEREAS, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

NOW, THEREFORE, I, JERRY MOUTON, Mayor of the City of Deer Park, Texas, do hereby proclaim April 7-13, 2024 as:

“NATIONAL LIBRARY WEEK”

During this week, I encourage all residents to visit their library and celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!

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

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



Legislation Details (With Text)

File #: PRE 24-016 **Version:** 1 **Name:**
Type: Presentation **Status:** Agenda Ready
File created: 3/25/2024 **In control:** City Council
On agenda: 4/2/2024 **Final action:**
Title: Presentation of the 2023 Achievement of Excellence in Libraries Award.
Sponsors: Library
Indexes:
Code sections:
Attachments: [TMLDA Achievement of Excellence in Libraries Award Notification 2023.pdf](#)
[Achievement of Library Excellence Award Information Sheet 2023.pdf](#)

Date	Ver.	Action By	Action	Result
4/2/2024	1	City Council		

Presentation of the 2023 Achievement of Excellence in Libraries Award.

Summary:

Each year the Texas Municipal Library Directors Association accepts applications for the Achievement of Excellence in Libraries Award. The award looks at a library's overall service from ten different categories, including Summer Reading Program, enhancements to service, marketing materials and literacy support.

Of 545 public library systems in Texas, only 84 received the 2023 award. The Deer Park Public Library has demonstrated excellence in all ten areas required to qualify and has been awarded the 2023 Achievement in Library Excellence Award. This is the tenth year that the library has received the award.

Attached are the following:

- The award notification letter from the Texas Municipal Library Directors Association; and
- Achievement of Library Excellence Award Information Sheet.

Fiscal/Budgetary Impact:

N/A.

Present the 2023 Achievement of Library Excellence Award to the Deer Park Public Library.



February 1, 2024

Rebecca Pool
Deer Park Public Library
3009 Center St
Deer Park, TX 77536

Dear Ms. Pool,

Congratulations to Deer Park Public Library! On behalf of the Texas Municipal Library Directors Association, I am pleased to inform you that you have been awarded the 2023 Achievement of Excellence in Libraries Award.

Your application clearly demonstrated your commitment to providing exceptional service to your community. Of the 545 public library systems in Texas, your library is one of only 84 who have earned this year's award. With this honor, your library is now in the top 15% of all public libraries in the state.

We know you will want to proudly display your accolades, which include a congratulatory letter, a digital medal and an award template that can be used to order a plaque. The digital medal is an image file that can be used (but not altered) on websites, email signatures, stationery, and other official library promotional materials. The digital image can be made to be clickable to the TMLDA award site or to a page displaying your accomplishment and/or completed application.

Again, congratulations on this accomplishment, and thank you for enriching the lives of your residents and providing your community with outstanding and innovative services.

Sincerely,

Rachel Hadidi

Rachel Hadidi
President, Texas Municipal Library Directors Association





Achievement of Library Excellence Award Information Sheet

Each year, Texas Municipal Library Directors Association (TMLDA) confers awards for outstanding contributions by public libraries to their communities. Since 1966 TMLDA has served to promote the public library profession, improve the methods of library service delivery, and maintain high standards of professional ethics; TMLDA remains an affiliate of the Texas Municipal League.

The Achievement of Library Excellence Award is open to TMLDA member library directors and the libraries they represent. To receive the Achievement of Library Excellence Award, the library must support standards of excellence in the following categories:

1. Services to underserved populations through outreach, special programs, collaborations with other organizations, or special collections
2. Innovative and effective marketing materials highlighting services and publicity about specific library programs
3. Collaboration with community organizations
4. Enhanced service to the public either through an increase in service or additional type of services
5. Literacy support for all ages
6. Digital inclusion through public internet access, digital literacy training, and online library services
7. Workforce development support
8. Cultural, topical, and educational programming for adults and families
9. Professional training opportunities for staff at all levels
10. Other services that support community that demonstrate how the library served the community with excellence during the past year.

TMLDA recognizes that two of the many strengths of Texas libraries are individuality and the ability to meet the specific needs of the communities served. Each award-winning library has chosen to emphasize the programs and services that best support local users where they live, work, and play. While no two public libraries are alike, they each strive for excellence.

According to the Texas State Library and Archives Commission, 545 public libraries exist in Texas. Of those libraries, only 84 received this award in 2023.



Legislation Details (With Text)

File #: MIN 24-031 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 3/22/2024 **In control:** City Council
On agenda: 4/2/2024 **Final action:**
Title: Approval of workshop meeting minutes for March 19, 2024.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_031924](#)

Date	Ver.	Action By	Action	Result
4/2/2024	1	City Council		

Approval of workshop meeting minutes for March 19, 2024.

Summary:

Fiscal/Budgetary Impact:

Approval of workshop meeting minutes for March 19, 2024.



MINUTES OF THE CITY COUNCIL WORKSHOP MEETING

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON MARCH 19, 2024 BEGINNING AT 6:45 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES
SARA ROBINSON
JIM FOX
ANGELA SMITH

CITY MANAGER
ASSISTANT CITY MANAGER
CITY ATTORNEY
CITY SECRETARY

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

COMMENTS FROM AUDIENCE – No comments received.

1. PRESENTATION OF THE FISCAL YEAR 2022-2023 ANNUAL AUDIT BY BELT HARRIS PECHACEK, LLP. – Belt Harris Pechacek, LLP representative, Mike Brotherton, gave an overview of the auditor's report. The report details an unmodified opinion with the highest level of assurance indicating that the City's financials are correct and that all requirements have been met.
2. PRESENTATION OF THE DEER PARK JUNIOR HIGH SCHOOL'S 2024 "PAIGE PROJECT" – Deer Park Junior High Principal Brett Day explained the purpose of the Paige Project which helps raise money for students in the Deer Park school district that are facing and suffering with life threatening illnesses. Mr. Day introduced Deer Park Junior High student Kayla Williams to speak of the two students that the Paige Project are assisting this year which are Bella and Luke. Ms. Williams spoke of the different ways to help this Paige Project that include monetary donations, school related events and fundraisers, along with a silent auction. Mr. Day mentioned that the information for all the events, are on the DPJH Facebook, Twitter and Instagram pages. (Exhibit B1- B3)
3. DISCUSSION OF ISSUES RELATING TO THE 2024 PARKS AND RECREATION DEPARTMENT EASTER EGGSTRAVAGANZA – Assistant Parks and Recreation Director

Jacob Zuniga announced that this year's annual Easter Eggstravaganza will be held on March 24, 2024 from 9:00 a.m.- 12:00 p.m. at Dow Park.

Recreation Supervisor Rene McBride gave details of the activities that will be taking place at the event such as an egg hunt, the Reaction Group performance, Ella & Friends Pooch Hunt and a dog costume contest. Ms. McBride emphasized that donations are welcomed and will be donated to the Deer Park Animal Shelter.

ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:02 p.m.

ATTEST:

APPROVED:

Angela Smith, TRMC, CMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: MIN 24-032 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 3/22/2024 **In control:** City Council
On agenda: 4/2/2024 **Final action:**
Title: Approval of regular meeting minutes for March 19, 2024.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_031924](#)

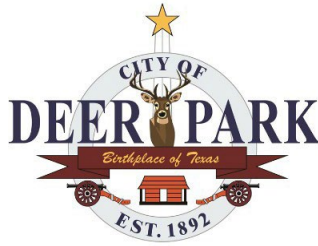
Date	Ver.	Action By	Action	Result
4/2/2024	1	City Council		

Approval of regular meeting minutes for March 19, 2024.

Summary:

Fiscal/Budgetary Impact:

Approval of regular meeting minutes for March 19, 2024.



MINUTES OF THE CITY COUNCIL REGULAR MEETING

THE 1848TH REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON MARCH 19, 2024 AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

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

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES
SARA ROBINSON
JIM FOX
ANGELA SMITH

CITY MANAGER
ASSISTANT CITY MANAGER
CITY ATTORNEY
CITY SECRETARY

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

INVOCATION – The invocation was given by Councilman Patterson.

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

COMMENTS FROM THE AUDIENCE – No comments received.

1. PRESENTATION TO THE CITY OF DEER PARK FOR THE 2023 PRESIDENT'S AWARD BY EMERGENCY MANAGEMENT ASSOCIATION OF TEXAS (EMAT) – Emergency Services Director Jamie Galloway explained how he was the outgoing 2023 President of EMAT and was given the opportunity to award any municipality or government agency that exemplify what good emergency management is. For this year's 2023 President's Award, Pasadena and Deer Park were awarded. Mr. Galloway spoke of the two cities working with local, state and federal partners along with each other to communicate information for the recovery operation response during the January 24, 2023 tornado.
2. CONSIDERATION OF AND ACTION ON AWARDED THE BID FOR SODIUM ORTHOPHOSPHATE FOR THE WATER TREATMENT PLANT – Motion was made by Councilman Ginn and seconded by Councilman Haight to award the bid for Sodium Orthophosphate for the Water Treatment Plant to ChemNation in the amount of \$49,788.69. Motion carried 7 to 0.

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

3. Approval of minutes of workshop meeting on March 05, 2024.
4. Approval of minutes of regular meeting on March 05, 2024.
5. Approval of strategic planning workshop meeting minutes for March 1, 2024.
6. Approval of tax refund to Texas Eastern Transmission LP in the amount of \$1,972.87 due to an overpayment.
7. Approval of tax refund to Corelogic in the amount of \$1,549.71 due to an overpayment.

Motion carried 7 to 0.

8. CONSIDERATION OF AND ACTION ON A ONE (1) YEAR CONTRACT RENEWAL FOR PLATED STYLE MEALS SERVICES TO AZALEA CREEK, LLC FOR THE PARKS AND RECREATION DEPARTMENT'S ART PARK PLAYERS THEATER PERFORMANCES – Motion was made by Councilwoman Garrison and seconded by Councilwoman Ford to approve a one (1) year contract renewal for plated style meals services to Azalea Creek, LLC for the Parks and Recreation Department's Art Park Players Theater performances. Motion passed 7 to 0.
9. CONSIDERATION OF AND ACTION ON APPROVING THE TRANSFER/DONATION OF RADIO EQUIPMENT TO MATAGORDA COUNTY – Motion was made by Councilman Martin and seconded by Councilman Haight to approve the transfer/donation of radio equipment to Matagorda County. Motion carried 7 to 0.
10. CONSIDERATION OF AND ACTION ON A RESOLUTION SUSPENDING THE EFFECTIVE DATE OF THE STATEMENT OF INTENT OF CENTERPOINT ENERGY TO INCREASE RATES; APPROVING CONTINUED PARTICIPATION WITH THE GULF COAST COALITION OF CITIES; AND HIRING LEGAL COUNSEL – After a proposed resolution was read by caption, motion was made by Councilman Martin and seconded by Councilman Patterson to adopt Resolution No. 24-07, captioned as follows:

RESOLUTION OF THE CITY OF DEER PARK, TEXAS SUSPENDING THE APRIL 10, 2024 EFFECTIVE DATE OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING CONTINUED COOPERATION WITH THE GULF COAST COALITION OF CITIES; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE GULF COAST COALITION OF CITIES.

Motion carried 7 to 0.

11. CONSIDERATION OF AND ACTION ON AN ORDINANCE CONFIRMING THE APPOINTMENT OF STEPHANIE REGISTER AS TAX ASSESSOR/COLLECTOR – After a proposed ordinance was read by caption, motion was made by Councilwoman Ford and seconded by Councilman Patterson to adopt Ordinance No. 4505, captioned as follows:

AN ORDINANCE APPROVING THE APPOINTMENT OF STEPHANIE REGISTER AS TAX ASSESSOR/COLLECTOR FOR THE CITY OF DEER PARK, TEXAS; REPEALING ORDINANCES IN CONFLICT.

Motion carried 7 to 0.

12. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING MEMBERS TO THE BOARD OF HEALTH AND RESCINDING THE TERM ENDING DATE FROM ORDINANCE NO. 4370 – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Patterson to adopt Ordinance No. 4506, captioned as follows:

AN ORDINANCE APPOINTING DR. DONALD R. METZ, ANDREW METZ, JAMES J. STOKES AND DILCIA JIMENEZ AS MEMBERS OF THE BOARD OF HEALTH IN THE CITY OF DEER PARK, TEXAS, FOR A TERM FROM MARCH 19, 2024 TO MAY 31, 2026; AND REPEALING PRIOR ORDINANCE NO. 4370.

Motion carried 7 to 0.

13. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 HOTEL/MOTEL OCCUPANCY TAX FUND BUDGET TO PURCHASE CHRISTMAS DECORATION SERVICES FROM DEKRA-LITE, LLC. – After a proposed ordinance was read by caption, motion was made by Councilwoman Ford and seconded by Councilman Patterson to adopt Ordinance No. 4507, captioned as follows:

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

Motion carried 7 to 0.

14. CONSIDERATION OF AND ACTION ON AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 GOLF COURSE LEASE FUND BUDGET TO LEASE GOLF CARTS FROM EZGO FOR THE BATTLEGROUND GOLF COURSE – After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilman Patterson to adopt Ordinance No. 4508, captioned as follows:

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

Motion carried 7 to 0.

15. CONSIDERATION OF AND ACTION ON AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET FOR THE GENERAL FUND IT SERVICES DEPARTMENT TO REPLACE THE AIR GAP SYSTEM – After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilman Patterson to adopt Ordinance No. 4509, captioned as follows:

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

Motion carried 7 to 0.

16. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPROVING THE UPDATED 2023-2024 SALARY & CLASSIFICATION SCALES – After a proposed ordinance was read by caption, motion was made by Councilman Haight and seconded by Councilman Patterson to adopt Ordinance No. 4510, captioned as follows:

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

Motion carried 7 to 0.

17. CONSIDERATION OF AND ACTION ON AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 EMERGENCY MEDICAL SERVICES BUDGET TO RECOGNIZE THE PRESENT VALUE OF THE FUTURE PAYMENTS OF THE LEASE AGREEMENT WITH STRYKER, LLC. – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Patterson to adopt Ordinance No. 4511, captioned as follows:

AN ORDINANCE AMENDING THE 2022-2023 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED.

Motion carried 7 to 0.

18. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO ACCEPT THE FISCAL YEAR 2022-2023 ANNUAL AUDIT – Motion was made by Councilman Haight and seconded by Councilwoman Ford on authorization to accept of the Fiscal Year 2022-2023 Annual Audit. Motion carried 7 to 0.

19. CONSIDERATION OF AND ACTION ON A PURCHASE OF SERVICES FROM FUQUAY, INC., THROUGH THE BUY BOARD COOPERATIVE PURCHASING PROGRAM TO PERFORM THE REHABILITATION OF THE GREEN VALLEY LIFT STATION PROJECT – Motion was made by Councilman Patterson and seconded by Councilwoman Ford on the purchase of services from Fuquay, Inc., through the Buy Board Cooperative Purchasing Program to perform the Rehabilitation of the Green Valley Lift Station Project. Motion carried 7 to 0.
20. CONSIDERATION OF AND ACTION ON ENTERING INTO A LEASE WITH EZGO FOR GOLF CARTS FOR THE BATTLEGROUND GOLF COURSE – Motion was made by Councilwoman Garrison and seconded by Councilman Patterson on entering into a lease with EZGO for golf carts for the Battleground Golf Course. Motion carried 7 to 0.
21. CONSIDERATION OF AND ACTION ON THE PURCHASE AND LEASE OF CHRISTMAS LIGHT SERVICES FROM DEKRA-LITE, LLC. – Motion was made by Councilwoman Ford and seconded by Councilman Patterson on the purchase and lease of Christmas light services from Dekra-lite, LLC. Motion carried 7 to 0.
22. CONSIDERATION OF AND ACTION ON THE PURCHASE OF ELECTRONIC MARQUEE MESSAGE SIGN FOR FIRE STATION #2 LOCATED 950 W. PASADENA BLVD. FROM NATIONAL SIGN ON CHOICE PARTNERS COOP CONTRACT #22/023MJ-01 – Motion was made by Councilman Patterson and seconded by Councilman Haight on the purchase of electronic marquee message sign for Fire Station #2 located 950 W. Pasadena Blvd. from National Sign on Choice Partners Coop Contract #22/023MJ-01. Motion carried 7 to 0.
23. CONSIDERATION OF AND ACTION ON THE PURCHASE OF OFFICE FURNITURE FOR FIRE STATION #2 AND FIRE TRAINING FACILITY FROM LETOURNEAUKELLER ON OMNIA PARTNERSHIP CONTRACT #R91804 – Motion was made by Councilman Ginn and seconded by Councilman Haight on the purchase of office furniture for Fire Station #2 and Fire Training Facility from LetourneauKeller on Omnia Partnership Contract #R91804. Motion carried 7 to 0.

ADJOURN – Mayor Mouton adjourned the meeting at 7:47 p.m.

ATTEST:

APPROVED:

Angela Smith, TRMC, CMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: TAXR 24-018 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 3/21/2024 **In control:** City Council
On agenda: 4/2/2024 **Final action:**
Title: Approval of tax refund to Independence Valve & Supply LLC in the amount of \$1,119.13 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/2/2024	1	City Council		

Approval of tax refund to Independence Valve & Supply LLC in the amount of \$1,119.13 due to an overpayment.

Summary:

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

Independence Valve & Supply LLC in the total amount of \$1,119.13 due to an overpayment on account #105-305-000-0023.

Fiscal/Budgetary Impact:

N/A.

Approve the tax refund to Independence Valve & Supply LLC.



Legislation Details (With Text)

File #: ACT 24-011 **Version:** 1 **Name:**
Type: Acceptance **Status:** Agenda Ready
File created: 3/19/2024 **In control:** City Council
On agenda: 4/2/2024 **Final action:**
Title: Consideration of and action on accepting completion of the 2024 Waterline Improvement Project.
Sponsors: Public Works
Indexes:
Code sections:
Attachments: [1yr Warranty](#)
[Affidavit Of Bills Paid](#)
[Waiver of Lien](#)
[Change Order #2 - 2024 Waterline Project](#)

Date	Ver.	Action By	Action	Result
4/2/2024	1	City Council		

Consideration of and action on accepting completion of the 2024 Waterline Improvement Project.

Summary: In December 2023, Council approved the purchase of services from SKE Construction, through the Buy Board, to perform the 2024 Waterline Rehabilitation Project. The project consisted of removing 2-inch waterlines that were located within the backyard easements of the residential neighborhoods between 1st Street and 5th Street and installing new 6-inch HDPE waterlines within the right-of-way in front of the residences. This project not only increases the flow pressure, fire protection and water resiliency in this neighborhood but by relocating the waterlines from the backyards to the street right-of-way, it will allow for placement of the new AMI meters when that project is ready for installation.

The original contract amount was \$551,663.78. In early February a change order was issued for an additional \$49,620.00. The change order was necessary due to the finding in the field during construction. With this being one of the original neighborhoods constructed in Deer Park, what we found underground didn't match the old construction drawings and therefor we had to add an additional 740 linear feet of waterline along with 3 additional wet connections. The change order brought the contract price up to \$601,283.78.

The final construction cost was \$605,941.78 which is \$4,658.00 over the contract amount. We have attached a balancing change order for your approval, to incorporate the additional \$4,658.00 to the contract. The balancing change order covers all overages and underage of the individual line items for this project.

Original Contract Amount: \$551,663.78
Change Order #1: \$ 49,620.00
Change Order #2 (balancing) \$ 4,658.00

Final Contract Amount: \$605,941.78

Attached is a 1-year maintenance warranty on the work performed, to be signed by the Mayor.

Fiscal/Budgetary Impact:

This project was funded out of the Water & Sewer Fund, and there are available funds to cover the balancing change order.

Accept completion of the project and releasing retainage.



PO Box 1111 Cypress, Texas 77410
Office: 281-585-4100 Fax: 281-585-5707

KNOW ALL MEN BY THESE PRESENTS, That SKE Construction, LLC entered into a written agreement with the City of Deer Park, Texas, on the 4th day of Jan, 2024, which agreement and contract documents therein mentioned are hereby expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, under the plans, specifications, general conditions, and instructions to bidders and any attachments thereto herein referred to as contract documents, the Contractor shall keep in good repair the work therein contracted to be done and performed thereunder for a period of one (1) year, beginning from the date of completion of the agreement and final acceptance by the Authority, it being understood that the purpose of this section is to cover only defective conditions arising by reason of defective materials, work, or labor performed by the said Contractor;

NOW, THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) year, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and the City of Deer Park, shall have and recover from the Contractor damages in the premises, as provided for in said contract documents

IN WITNESS WHEREOF, this instrument is executed and sealed this, the 20th day of March, 2024

Principal Contractor: **SKE Construction, LLC**

Owner: **City of Deer Park.**

By: Shelly A. Eberhart
Name: Shelly A Eberhart
Title: President/CEO
Dated: 3/20/2024

By: _____
Name: _____
Title: _____
Dated: _____

Witness: [Signature]

Witness: _____



AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS
COUNTY OF HARRIS

Shelly A. Eberhart Being first duly sworn, states that she is
President/CEO of SKE Construction, LLC
Of Harris County of Texas, hereinafter called "Company", and the said
Company has performed work and/or furnished materials and labor to
City of Deer Park hereinafter called "Owner" pursuant to a contract, dated
01/04/2024 with Owner (hereinafter called "Contract") for the construction of:
PROJECT: 2024 Waterline Rehabilitation Project

PROJECT NO: U60-21

That all just and lawful invoices against the Company for labor, materials and expendable equipment employed in the performance of the Contract and have been paid in full (with the exception of the attached invoice) prior to acceptance of payments from the Owner, and that the company agrees to indemnify and hold the owner and engineers harmless from all liability arising from claims by subcontractors, material men and suppliers under contract, and that no claims have been made or filed upon the payment bond, that the company has not received any claims or notice of claims from the subcontractor, material men and suppliers.

Shelly A. Eberhart
By

President/CEO
Title

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared
Shelly A. Eberhart of SKE Construction, LLC, and known to me to
be the person and officer whose name is subscribed to the foregoing instrument and
acknowledged to me that the executed the same as the act and deed of such limited
partnership for the purpose of consideration therein expressed and in the capacity therein
stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 20th DAY OF
March 2024

My commission expires: 04-21-2024

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



Waiver of Lien

Project City of Deer Park – 2024 Waterline Rehabilitation Project

Job No. SKE-1229

On receipt by the signer of this document of a check from City of Deer Park, Texas in the sum of \$30,297.09 (Thirty thousand two hundred ninety seven dollars and nine cents. payable to SKE Construction, LLC and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Deer Park, TX located at 710 E San Augustine St, Deer Park, Texas to the following extent: City of Deer Park, TX – 2024 Waterline Rehabilitation Project.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to SKE Construction, LLC (Person whom Signer Contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on these statements, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Dated: 3/20/24

For: SKE Construction, LLC

By Shelly A. Ebehart

Title: President/CEO

CITY OF DEEER PARK

Change Order No. 2

2024 Waterline Rehabilitation Project

4/2/2024

Brief Description of Changes:

This is a balancing change order to cover the final cost of the project. The change order is necessary due to overages and underage of individual line items as detailed below.

Add or Delete Items:

Item	Description	Unit	Unit Price	Proposed Quantity	Actual Quantity	Cost Difference
1	Install 6" HDPE	LF	63.00	5960	5,776	\$ (11,592.00)
5	Install service taps	EA	133.00	500	136	\$ 1,500.00
7	Reconnect short service	EA	285.00	70	76	\$ 1,710.00
8	Reconnect long service	EA	300.00	63	60	\$ (900.00)
11	Install wet connect	EA	1,000.00	13	16	\$ 3,000.00
14	Remove / replace concrete	SY	240.00	15	41	\$ 6,240.00
16	Sodding	SY	6.50	1000	1,300	\$ 1,950.00
17	New hydrant / valve	EA	5,500.00	7	7.5	\$ 2,750.00

Total this change order: \$ 4,658.00

Contract Summary:

Original Contract Price	\$ 551,663.78
Previous Change Orders	\$ 49,620.00
This Change Order	\$ 4,658.00
Revised Contract Price	\$ 605,941.78

Original Contract Duration - Calendar Days	360
Previous Time Extensions	
This Change Order	
Revised Contract Duration - Calendar Days	360

Contractor

Public Works Director

Mayor or City Manager

Date



Legislation Details (With Text)

File #: APT 24-004 **Version:** 1 **Name:**
Type: Appointment **Status:** Agenda Ready
File created: 3/25/2024 **In control:** City Council
On agenda: 4/2/2024 **Final action:**
Title: Consideration of and action on the reappointment of Troy Cothran as the City of Deer Park's representative on the Board of Directors for the South East Texas Housing Finance Corporation.
Sponsors: City Council
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
4/2/2024	1	City Council		

Consideration of and action on the reappointment of Troy Cothran as the City of Deer Park's representative on the Board of Directors for the South East Texas Housing Finance Corporation.

Summary:

Since 2008, local realtor Troy Cothran has served as the City of Deer Park's appointee to the Board of Directors of the South East Texas Housing Finance Corporation (SETH). SETH exists to assist citizens with a variety of housing needs: Education, first time buyer programs, and multi-family development & rental.

Mr. Cothran is one of seventeen members of the SETHFC Board of Directors. The Deer Park City Council last re-appointed him to a two-year term on the SETHFC Board in 2022. That term expires soon, leaving him up for re-appointment at this time. It is recommended Mr. Cothran be appointed to serve for an additional two (2) years, with a term expiring on April 4, 2026. Mr. Cothran is the first City of Deer Park Board appointee to serve as SETH Board President in that organization's 33-year history.

Fiscal/Budgetary Impact:

N/A.

Re-appoint Mr. Troy Cothran as the City of Deer Park's Representative to the SETH Board of Directors for a term expiring April 4, 2026.



Legislation Details (With Text)

File #: AUT 24-019 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 3/26/2024 **In control:** City Council
On agenda: 4/2/2024 **Final action:**
Title: Consideration of and action on approval of three access easement agreements with Harris County Flood Control Districts for the Spencer View Bridge project.
Sponsors:
Indexes:
Code sections:

Attachments: [Access Easement HCFCD Cenikor Tract 1](#)
[Access Easement HCFCD ESMT 1](#)
[Access Easement HCFCD ESMT 2](#)
[Cenikor Tract 1 12-18-2023](#)
[HCFCD Access Esmt 1 12-18-2023](#)
[HCFCD Access Esmt 2 12-18-2023](#)
[Recorded Deed \(002\)](#)
[Spencerview Bridge CobbFenley Area Request 12-7-23](#)

Date	Ver.	Action By	Action	Result
4/2/2024	1	City Council		

Consideration of and action on approval of three access easement agreements with Harris County Flood Control Districts for the Spencer View Bridge project.

Summary:

These three access easement agreements are needed to complete the purchase and easement process with Harris County Flood Control District Property Acquisition Department for the Spencer View Bridge project. The purpose is stated as: *To provide free and uninterrupted pedestrian and vehicular ingress and egress to and from the Dominant Estate Property.* The duration of the easements is perpetual.

- 1) A 3789 SF (0.0870 acre) tract of land situated in the Fabricus Reynolds Survey, Abstract No. 643, City of Deer Park, Harris County, Texas; being part of that certain tract of land conveyed to THE CITY OF DEER PARK, TEXAS, by deed recorded under Harris County Clerk's File No. RP-2017-323461 on July 20, 2017. Same tract of land is situated in portion of Lot 12 of Iowa Gardens, recorded in Volume 3, Page 4 of the Map Records of Harris County

- 2) A 3,956 SF (0.0908 acre) tract of land situated in the Fabricus Reynolds Survey, Abstract No. 643, City of Deer Park, Harris County, Texas; being part of that certain tract of land conveyed to Lot 14 of IOWA GARDEN H. P. EVERTS, J. GRANT WEBSTER AND MORGAN S. FELLERS TO CITY OF DEER PARK., Texas by Deed Record under Harris County Cleark's File No. D159406 on July 31, 1970. Same tract of land is situated in portion of Lot 12 of Iowa Gardens, recorded in Volume 3, Page 4 of the Map Records of Harris County.

- 3) A 3,104 SF (0.0713 acre) tract of land situated in the Fabricus Reynolds Survey, Abstract No. 643, City of Deer Park, Harris County, Texas; being part of that certain tract of land conveyed to Cenikor Foundation of Texas, Inc., Texas, by Deed Record under Harris County Cleark's File No. P275323 on June 9, 1983. Same tract of land is situated in portion of Lot 15 of Iowa Gardens, recorded in Volume 3, Page 4 of the Map Records of Harris County

Fiscal/Budgetary Impact:

N/A.

Approve the easements.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ACCESS EASEMENT AGREEMENT

Grantor: CITY OF DEER PARK

Grantor's
Mailing Address: 710 E. San Augustine St.
Deer Park, TX 77536

Grantee: HARRIS COUNTY FLOOD CONTROL DISTRICT, a political
subdivision of the State of Texas

Grantee's
Mailing Address: 9900 Northwest Freeway
Houston, TX 77092

Dominant Estate
Property: A parcel of land containing 19.4497 acres (847228 square feet)
conveyed to Cenikor Foundation of Texas, Inc., Texas by Deed
Record under Harris County Cleark's File No. P275323 on June 9,
1983.

Easement
Property: A 3,104 SF (0.0713 acre) tract of land situated in the Fabricus
Reynolds Survey, Abstract No. 643, City of Deer Park, Harris
County, Texas; being part of that certain tract of land conveyed to
Cenikor Foundation of Texas, Inc., Texas, by Deed Record under
Harris County Cleark's File No. P275323 on June 9, 1983. Same tract
of land is situated in portion of Lot 15 of Iowa Gardens, recorded in
Volume 3, Page 4 of the Map Records of Harris County.

Easement Purpose: To provide free and uninterrupted pedestrian and vehicular ingress
and egress to and from the Dominant Estate Property.

Consideration: \$10.00 and other good and valuable consideration

Reservations from
Conveyance: None

Exceptions to
Warranty: Easements, rights of way and prescriptive rights, whether of record or not; presently recorded and valid instruments, other than liens, encumbrances, and conveyances, that affect the Easement Property, all visible and apparent easements on or across the Easement Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee an easement over, upon, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate property, and any portions thereof, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to any reservation from and exceptions to conveyance and warranty.

Terms and Conditions: The following terms and conditions apply to the easement granted by this agreement:

1. Character of Easement. The easement granted is appurtenant to and shall run with the Dominant Estate Property, and any part thereof, whether or not the easement is referenced in any conveyance of the Dominant Estate Property or any part thereof. The easement is nonexclusive and irrevocable. The easement is for the benefit of Grantee and Grantee's successors and assigns who at any time own the Dominant Estate Property or any part thereof (as applicable, the "Holder").

2. Duration of Easement. The duration of the easement is perpetual.

3. Reservation of Rights. Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement Property by Holder for the Easement Purpose.

4. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and permitted assigns.

5. Choice of Law. This agreement is subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this agreement to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the county or counties in which the Easement Property is situated.

6. Counterparts. This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

7. Effect of Waiver or Consent. No waiver or consent, express or implied, to any breach of or default under this agreement will be deemed or construed to be a consent to or waiver of any other breach of or default under this agreement. The failure to complain of any act of any party or to declare any party in default shall not constitute a waiver of any right under this agreement or applicable law, regardless of how long the failure continues or how often the failure occurs. Pursuit of any rights or remedies under this agreement does not preclude the pursuit of other rights or remedies under this agreement or as allowed by applicable law.

8. Integration. This agreement contains the complete agreement between the parties relating to the Easement Property and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations, or warranties concerning the Easement Property which are not expressly set forth herein.

9. Legal Construction. If any one or more of the provisions in this agreement is invalid, illegal, or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, the invalidity, illegality, or unenforceability will not affect any other provision hereof, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of this agreement. Whenever the context requires, the singular will include the plural and neuter will include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for convenient reference only and are not intended, to any extent or for any purpose, to restrict or define the text of any

article or section. This agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. Authority of Representatives. Each person signing this agreement as a representative of a party warrants and represents to the other party that: (a) he or she has full power and authority to do so; and (b) if required by applicable law, the party's governing body has authorized the person signing to act for and bind the party to the terms of this agreement.

Dated: _____, 2024

CITY OF DEER PARK

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on _____,
2024, by _____ (*name*), the _____
(*title/office*) of THE CITY OF DEER PARK, on behalf of said city.

Notary Public

AFTER RECORDING

RETURN TO:

Harris County Flood Control District
Property Acquisition Department
9900 Northwest Freeway, Suite 210
Houston, Texas 77092

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ACCESS EASEMENT AGREEMENT

Grantor: CITY OF DEER PARK

Grantor's
Mailing Address: 710 E. San Augustine St.
Deer Park, TX 77536

Grantee: HARRIS COUNTY FLOOD CONTROL DISTRICT, a political
subdivision of the State of Texas

Grantee's
Mailing Address: 9900 Northwest Freeway
Houston, TX 77092

Dominant Estate
Property: A parcel of land containing 4.5663 acres (198908 square feet)
conveyed to THE CITY OF DEER PARK, TEXAS, by deed recorded
under Harris County Clerk's File No. RP-2017-323461 on July 20,
2017.

Easement
Property: A 3789 SF (0.0870 acre) tract of land situated in the Fabricus Reynolds
Survey, Abstract No. 643, City of Deer Park, Harris County, Texas;
being part of that certain tract of land conveyed to THE CITY OF
DEER PARK, TEXAS, by deed recorded under Harris County
Clerk's File No. RP-2017-323461 on July 20, 2017. Same tract of land
is situated in portion of Lot 12 of Iowa Gardens, recorded in Volume
3, Page 4 of the Map Records of Harris County.

Easement Purpose: To provide free and uninterrupted pedestrian and vehicular ingress
and egress to and from the Dominant Estate Property.

Consideration: \$10.00 and other good and valuable consideration

Reservations from
Conveyance: None

Exceptions to
Warranty: Easements, rights of way and prescriptive rights, whether of record or not; presently recorded and valid instruments, other than liens, encumbrances, and conveyances, that affect the Easement Property, all visible and apparent easements on or across the Easement Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee an easement over, upon, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate property, and any portions thereof, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to any reservation from and exceptions to conveyance and warranty.

Terms and Conditions: The following terms and conditions apply to the easement granted by this agreement:

1. Character of Easement. The easement granted is appurtenant to and shall run with the Dominant Estate Property, and any part thereof, whether or not the easement is referenced in any conveyance of the Dominant Estate Property or any part thereof. The easement is nonexclusive and irrevocable. The easement is for the benefit of Grantee and Grantee's successors and assigns who at any time own the Dominant Estate Property or any part thereof (as applicable, the "Holder").

2. Duration of Easement. The duration of the easement is perpetual.

3. Reservation of Rights. Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement Property by Holder for the Easement Purpose.

4. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and permitted assigns.

5. Choice of Law. This agreement is subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this agreement to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the county or counties in which the Easement Property is situated.

6. Counterparts. This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

7. Effect of Waiver or Consent. No waiver or consent, express or implied, to any breach of or default under this agreement will be deemed or construed to be a consent to or waiver of any other breach of or default under this agreement. The failure to complain of any act of any party or to declare any party in default shall not constitute a waiver of any right under this agreement or applicable law, regardless of how long the failure continues or how often the failure occurs. Pursuit of any rights or remedies under this agreement does not preclude the pursuit of other rights or remedies under this agreement or as allowed by applicable law.

8. Integration. This agreement contains the complete agreement between the parties relating to the Easement Property and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations, or warranties concerning the Easement Property which are not expressly set forth herein.

9. Legal Construction. If any one or more of the provisions in this agreement is invalid, illegal, or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, the invalidity, illegality, or unenforceability will not affect any other provision hereof, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of this agreement. Whenever the context requires, the singular will include the plural and neuter will include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for convenient reference only and are not intended, to any extent or for any purpose, to restrict or define the text of any

article or section. This agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. Authority of Representatives. Each person signing this agreement as a representative of a party warrants and represents to the other party that: (a) he or she has full power and authority to do so; and (b) if required by applicable law, the party's governing body has authorized the person signing to act for and bind the party to the terms of this agreement.

Dated: _____, 2024

CITY OF DEER PARK

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on _____,
2024, by _____ (*name*), the _____
(*title/office*) of THE CITY OF DEER PARK, on behalf of said city.

Notary Public

AFTER RECORDING

RETURN TO:

Harris County Flood Control District
Property Acquisition Department
9900 Northwest Freeway, Suite 210
Houston, Texas 77092

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ACCESS EASEMENT AGREEMENT

Grantor: CITY OF DEER PARK

Grantor's
Mailing Address: 710 E. San Augustine St.
Deer Park, TX 77536

Grantee: HARRIS COUNTY FLOOD CONTROL DISTRICT, a political
subdivision of the State of Texas

Grantee's
Mailing Address: 9900 Northwest Freeway
Houston, TX 77092

Dominant Estate
Property: A parcel of land containing 19.4497 acres (847228 square feet) called
LOT 14 of IOWA GARDEN H. P. EVERTS, J. GRANT WEBSTER
AND MORGAN S. FELLERS TO CITY OF DEER PARK., Texas by
Deed Record under Harris County Cleark's File No. D159406 on July
31, 1970.

Easement
Property: A 3,956 SF (0.0908 acre) tract of land situated in the Fabricus
Reynolds Survey, Abstract No. 643, City of Deer Park, Harris
County, Texas; being part of that certain tract of land conveyed to
Lot 14 of IOWA GARDEN H. P. EVERTS, J. GRANT WEBSTER AND
MORGAN S. FELLERS TO CITY OF DEER PARK., Texas by Deed
Record under Harris County Cleark's File No. D159406 on July 31,
1970. Same tract of land is situated in portion of Lot 12 of Iowa
Gardens, recorded in Volume 3, Page 4 of the Map Records of Harris
County.

Easement Purpose: To provide free and uninterrupted pedestrian and vehicular ingress
and egress to and from the Dominant Estate Property.

Consideration: \$10.00 and other good and valuable consideration

Reservations from
Conveyance: None

Exceptions to
Warranty: Easements, rights of way and prescriptive rights, whether of record or not; presently recorded and valid instruments, other than liens, encumbrances, and conveyances, that affect the Easement Property, all visible and apparent easements on or across the Easement Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee an easement over, upon, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate property, and any portions thereof, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to any reservation from and exceptions to conveyance and warranty.

Terms and Conditions: The following terms and conditions apply to the easement granted by this agreement:

1. Character of Easement. The easement granted is appurtenant to and shall run with the Dominant Estate Property, and any part thereof, whether or not the easement is referenced in any conveyance of the Dominant Estate Property or any part thereof. The easement is nonexclusive and irrevocable. The easement is for the benefit of Grantee and Grantee's successors and assigns who at any time own the Dominant Estate Property or any part thereof (as applicable, the "Holder").

2. Duration of Easement. The duration of the easement is perpetual.

3. Reservation of Rights. Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement Property by Holder for the Easement Purpose.

4. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and permitted assigns.

5. Choice of Law. This agreement is subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this agreement to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the county or counties in which the Easement Property is situated.

6. Counterparts. This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

7. Effect of Waiver or Consent. No waiver or consent, express or implied, to any breach of or default under this agreement will be deemed or construed to be a consent to or waiver of any other breach of or default under this agreement. The failure to complain of any act of any party or to declare any party in default shall not constitute a waiver of any right under this agreement or applicable law, regardless of how long the failure continues or how often the failure occurs. Pursuit of any rights or remedies under this agreement does not preclude the pursuit of other rights or remedies under this agreement or as allowed by applicable law.

8. Integration. This agreement contains the complete agreement between the parties relating to the Easement Property and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations, or warranties concerning the Easement Property which are not expressly set forth herein.

9. Legal Construction. If any one or more of the provisions in this agreement is invalid, illegal, or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, the invalidity, illegality, or unenforceability will not affect any other provision hereof, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of this agreement. Whenever the context requires, the singular will include the plural and neuter will include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for convenient reference only and are not intended, to any extent or for any purpose, to restrict or define the text of any

article or section. This agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. Authority of Representatives. Each person signing this agreement as a representative of a party warrants and represents to the other party that: (a) he or she has full power and authority to do so; and (b) if required by applicable law, the party's governing body has authorized the person signing to act for and bind the party to the terms of this agreement.

Dated: _____, 2024

CITY OF DEER PARK

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____,
2024, by _____ (*name*), the _____
(*title/office*) of THE CITY OF DEER PARK, on behalf of said city.

Notary Public

AFTER RECORDING
RETURN TO:

Harris County Flood Control District
Property Acquisition Department
9900 Northwest Freeway, Suite 210
Houston, Texas 77092





LINE TABLE:

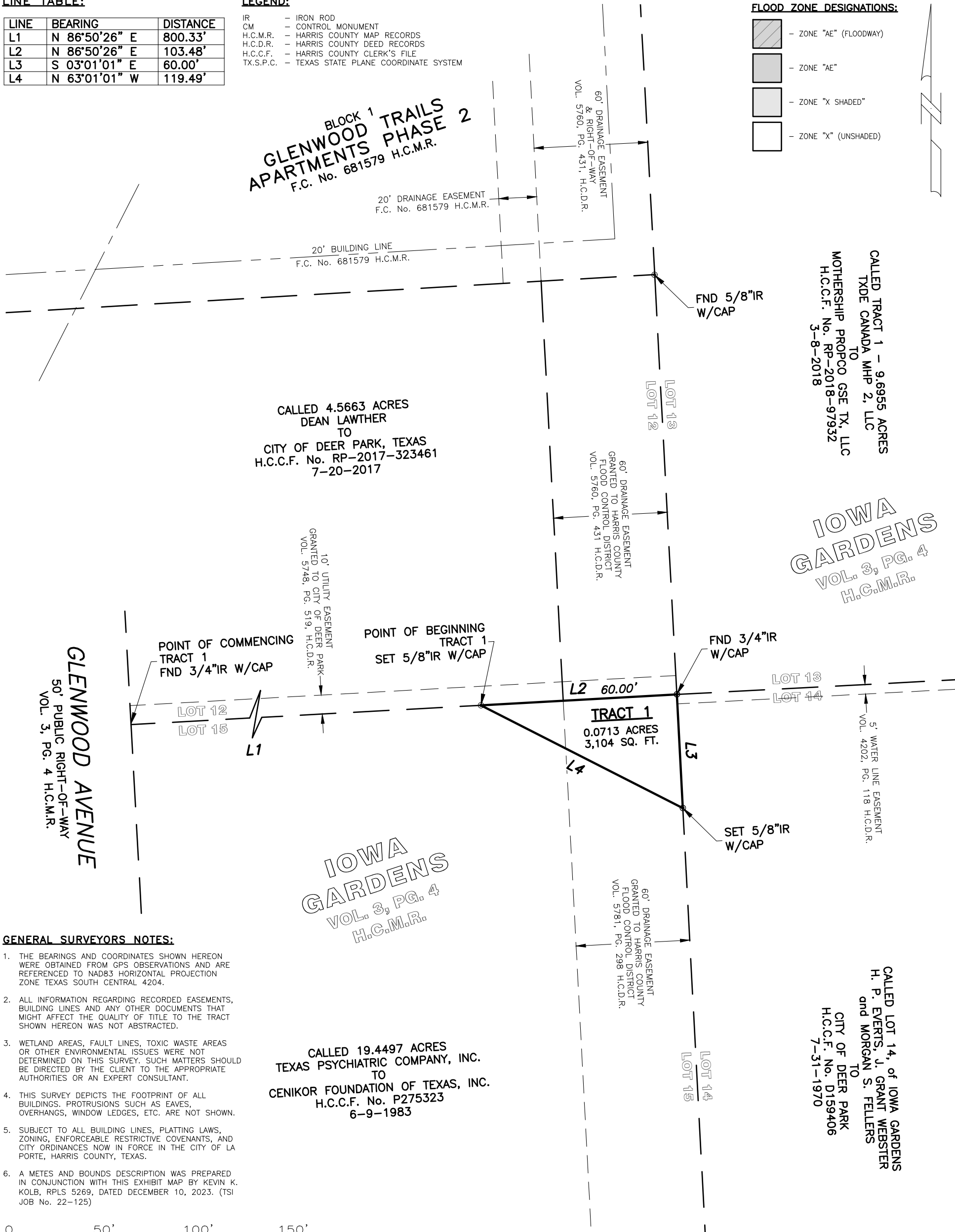
LINE	BEARING	DISTANCE
L1	N 86°50'26" E	800.33'
L2	N 86°50'26" E	103.48'
L3	S 03°01'01" E	60.00'
L4	N 63°01'01" W	119.49'

LEGEND:

IR — IRON ROD
CM — CONTROL MONUMENT
H.C.M.R. — HARRIS COUNTY MAP RECORDS
H.C.D.R. — HARRIS COUNTY DEED RECORDS
H.C.C.F. — HARRIS COUNTY CLERK'S FILE
TX.S.P.C. — TEXAS STATE PLANE COORDINATE SYSTEM

FLOOD_ZONE DESIGNATIONS:

 — ZONE "AE" (FLOODWAY)
 — ZONE "AE"
 — ZONE "X SHADED"
 — ZONE "X" (UNSHADED)



GENERAL SURVEYORS NOTES:

- THE BEARINGS AND COORDINATES SHOWN HEREON WERE OBTAINED FROM GPS OBSERVATIONS AND ARE REFERENCED TO NAD83 HORIZONTAL PROJECTION ZONE TEXAS SOUTH CENTRAL 4204.
- ALL INFORMATION REGARDING RECORDED EASEMENTS, BUILDING LINES AND ANY OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO THE TRACT SHOWN HEREON WAS NOT ABSTRACTED.
- WETLAND AREAS, FAULT LINES, TOXIC WASTE AREAS OR OTHER ENVIRONMENTAL ISSUES WERE NOT DETERMINED ON THIS SURVEY. SUCH MATTERS SHOULD BE DIRECTED BY THE CLIENT TO THE APPROPRIATE AUTHORITIES OR AN EXPERT CONSULTANT.
- THIS SURVEY DEPICTS THE FOOTPRINT OF ALL BUILDINGS, PROTRUSIONS SUCH AS EAVES, OVERHANGS, WINDOW LEDGES, ETC. ARE NOT SHOWN.
- SUBJECT TO ALL BUILDING LINES, PLATTING LAWS, ZONING, ENFORCEABLE RESTRICTIVE COVENANTS, AND CITY ORDINANCES NOW IN FORCE IN THE CITY OF LA PORTE, HARRIS COUNTY, TEXAS.
- A METES AND BOUNDS DESCRIPTION WAS PREPARED IN CONJUNCTION WITH THIS EXHIBIT MAP BY KEVIN K. KOLB, RPLS 5269, DATED DECEMBER 10, 2023. (TSI JOB No. 22-125)



FEMA FLOOD STATEMENT:

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48201C0920 M, DATED JANUARY 6th 2017 AND HAVE DETERMINED THAT THE TRACT HEREBY SURVEYED LIES PARTIALLY WITHIN ZONE "X SHADED" OR AREAS DETERMINED TO BE INSIDE THE 500-YEAR FLOODPLAIN AND PARTIALLY WITHIN ZONE "AE FLOODWAY" OR AREAS DETERMINED TO BE INSIDE THE 100-YEAR FLOODPLAIN.

100-YEAR BASE FLOOD ELEVATION: 31.00 FEET (BASED ON FEMA FIRM MAP)

NOTE: THE INFORMATION IN THIS STATEMENT WAS OBTAINED FROM THE FEMA FLOOD MAP SERVICE CENTER. THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING UNDER SPECIFIC CONDITIONS.

0.0713 ACRES or 3,104 SQUARE FEET OF LAND
BEING A PORTION OF THAT CERTAIN CALLED 19.4497 ACRE TRACT OF LAND, CONVEYED TO CENIKOR FOUNDATION OF TEXAS, INC., TEXAS, BY DEED RECORDED UNDER HARRIS COUNTY CLERK'S FILE No. P275323 ON JUNE 9, 1983, SAME BEING A PORTION OF CALLED
LOTS 15 AND 24, OF IOWA GARDENS
A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 4 OF THE HARRIS COUNTY MAP RECORDS, AND BEING FURTHER SITUATED WITHIN THE
FABRICUS REYNOLDS SURVEY, ABSTRACT No. 643
CITY OF DEER PARK, HARRIS COUNTY, TEXAS

I, KEVIN K. KOLB, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION ON 4-18-2022, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A BOUNDARY SURVEY.
WITNESS MY HAND AND SEAL THIS THE 11TH DAY OF DECEMBER, 2023.

KEVIN K. KOLB
REGISTERED PROFESSIONAL LAND SURVEYOR, TEXAS REGISTRATION NO. 5269



DRAWING INFORMATION

SCALE	1" = 20'
PAPER SIZE	11"x17" PORTRAIT
PROJECT No.	22-125
FIELD DATA	
CREW	CUDA
DATE	4-18-2022
REV	-
DRAFTING	
BY	EEB
DATE	12-10-2023
REV	-



METES AND BOUNDS DESCRIPTION

TRACT 1

0.0713 ACRES (3,104 SQ. FT.)

**FABRICUS REYNOLDS SURVEY, ABSTRACT NO. 643
CITY OF DEER PARK, HARRIS COUNTY, TEXAS**

Being 0.0713 acres or 3,104 square feet of land situated in the Fabricus Reynolds Survey, Abstract No. 643, City of Deer Park, Harris County, Texas, being a portion of that certain called 19.4497 acre tract of land, conveyed to Cenikor Foundation of Texas, Inc., by deed recorded under Harris County Clerk's File No. P275323 on June 9, 1983, same being a portion of Lot 15 of Iowa Gardens, a subdivision according to the map or plat thereof, recorded in Volume 3, Page 4 of the Map Records of Harris County, Texas. Said 0.0713 acres or 3,104 square feet of land being more fully described by metes and bounds as follows:

- All bearings referenced herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204.

COMMENCING at a 3/4-inch iron rod with plastic cap found for corner, said corner being the northwest boundary corner of said 19.4497 acre tract and the northwest boundary corner of Lot 15 of said Iowa Gardens, same being the southwest boundary corner of a called 4.5663 acre tract of land, conveyed to City of Deer Park, Texas, by deed recorded under Harris County Clerk's File No. RP-2017-323461 on July 20, 2017 and the southwest boundary corner of Lot 12 of said Iowa Gardens, and being located in the east right-of-way line of Glenwood Avenue, a 50 foot wide public right-of-way, as defined on said plat of Iowa Gardens;

THENCE North 86° 50' 26" East, along the south boundary line of said 4.5663 acre tract and the south boundary line of said Lot 12, same being the north boundary line of said 19.4497 acre tract and the north boundary line of said Lot 15, for a distance of 800.33 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE North 86° 50' 26" East, along the north boundary line of said 19.4497 and said Lot 15, same being the south boundary line of said 4.5663 acre tract and said Lot 12, for distance of 103.48 feet, to a 3/4-inch iron rod with plastic cap found for corner, said corner being the southeast boundary corner of said 4.5663 acre tract and the southeast boundary corner of said Lot 12, same being the southwest boundary corner of a called 9.6955 acre tract conveyed to Mothership Propco GSE TX, LLC by deed recorded under Harris County Clerk's File No. RP-2018-97932 on March 8, 2018 and the southwest boundary corner of Lot 13 of said Iowa Gardens, northwest boundary corner of called Lot 14 of Iowa Gardens, conveyed to City of Deer Park by deed recorded under Harris County Clerk's File No. D159406 on July 31, 1970, and being the northeast boundary corner of said 19.4497 acre tract, same being the northeast boundary corner of said Lot 15;

THENCE South 03° 01' 01" East, along the east boundary line of said 19.4497 acre tract and said Lot 15, same being the west boundary line of said Lot 14, for a distance of 60.00 feet, to a 5/8-inch iron rod with plastic cap set for corner;

THENCE North $63^{\circ} 01' 01''$ West, across said 19.4497 acre tract and said Lot 15, for a distance of 119.49 feet, to the **POINT OF BEGINNING** and containing within these calls 3,104 square feet or 0.0713 acres of land.

A survey map has been prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269, dated December 11, 2023. (TSI Job No. 22-125)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:

TOTAL SURVEYORS, INC.

T.B.P.L.S. Firm Registration No. 10075300
4301 Center Street, Deer Park, Texas 77536
281-479-8719 | December 10, 2023



LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 86°50'26" E	747.56'
L2	N 03°01'01" W	52.79'
L3	N 86°50'26" E	67.52'
L4	S 63°01'01" E	33.27'
L5	S 03°01'01" E	23.09'
L6	N 63°01'01" W	39.43'
L7	S 86°50'26" W	42.18'
L8	S 03°01'01" E	12.79'
L9	N 86°50'26" E	38.19'
L10	S 63°01'01" E	39.83'
L11	S 86°50'26" W	92.68'
L12	N 86°50'26" E	903.81'
L13	S 63°01'01" E	21.03'
L14	N 86°50'26" E	71.75'
L15	S 03°09'34" E	53.75'
L16	S 86°50'26" W	82.67'
L17	N 63°01'01" W	8.59'
L18	N 03°01'01" W	23.09'
L19	S 63°01'01" E	14.75'
L20	N 86°50'26" E	57.28'
L21	N 03°09'34" W	13.75'
L22	S 86°50'26" W	57.14'
L23	N 63°01'01" W	14.87'
L24	N 03°01'01" W	23.09'

LEGEND:

- IR

CM

H.C.M.R.

H.C.D.R.

H.C.C.F.

TX.S.P.C.

H.C.F.C.D.
- IRON ROD

— CONTROL MONUMENT

— HARRIS COUNTY MAP RECORDS

— HARRIS COUNTY DEED RECORDS

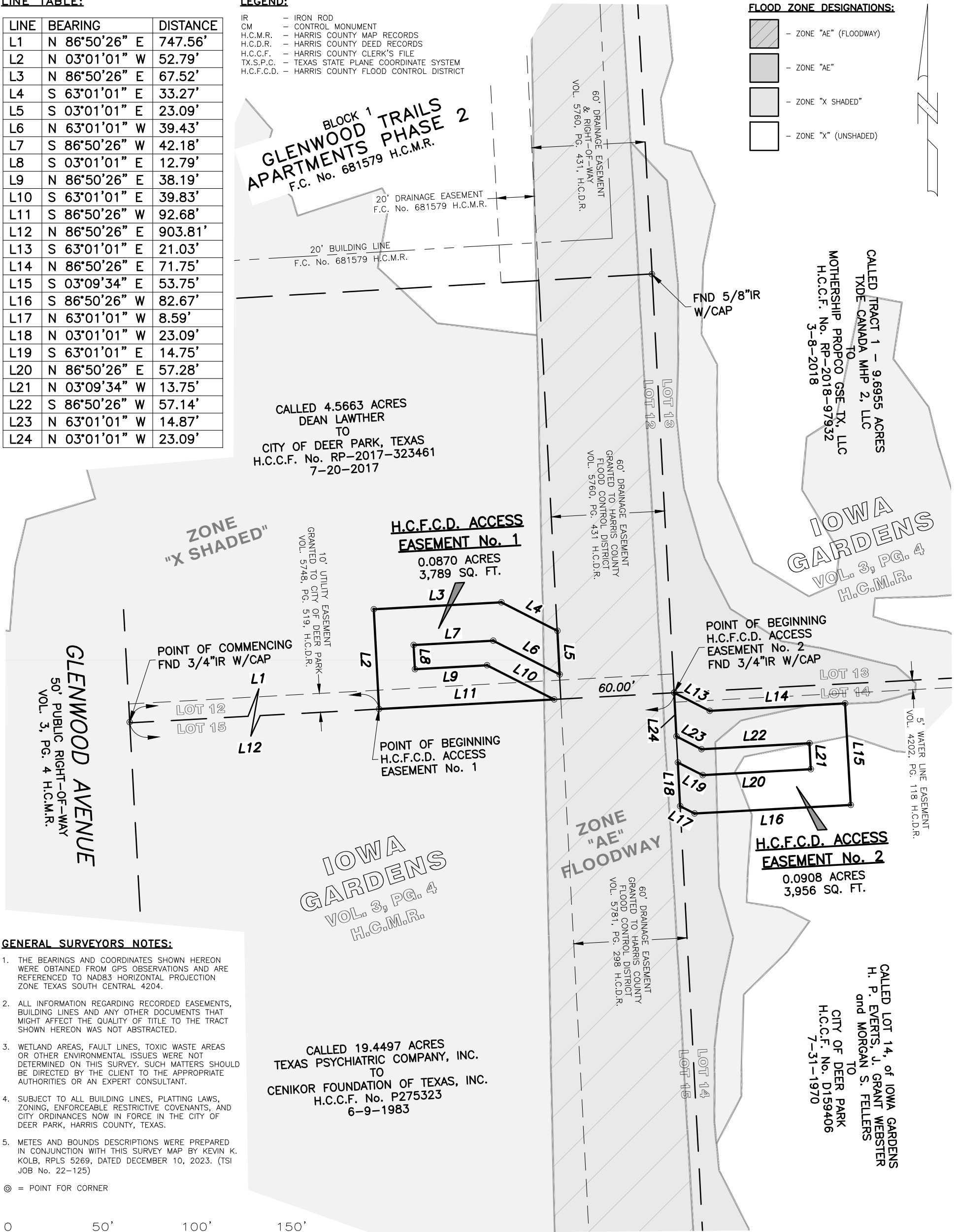
— HARRIS COUNTY CLERK'S FILE

— TEXAS STATE PLANE COORDINATE SYSTEM

— HARRIS COUNTY FLOOD CONTROL DISTRICT

FLOOD_ZONE_DESIGNATIONS:

- ZONE "AE" (FLOODWAY)
- ZONE "AE"
- ZONE "X SHADED"
- ZONE "X" (UNSHADED)



GENERAL SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON WERE OBTAINED FROM GPS OBSERVATIONS AND ARE REFERENCED TO NAD83 HORIZONTAL PROJECTION ZONE TEXAS SOUTH CENTRAL 4204.
2. ALL INFORMATION REGARDING RECORDED EASEMENTS, BUILDING LINES AND ANY OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO THE TRACT SHOWN HEREON WAS NOT ABSTRACTED.
3. WETLAND AREAS, FAULT LINES, TOXIC WASTE AREAS OR OTHER ENVIRONMENTAL ISSUES WERE NOT DETERMINED ON THIS SURVEY. SUCH MATTERS SHOULD BE DIRECTED BY THE CLIENT TO THE APPROPRIATE AUTHORITIES OR AN EXPERT CONSULTANT.
4. SUBJECT TO ALL BUILDING LINES, PLATTING LAWS, ZONING, ENFORCEABLE RESTRICTIVE COVENANTS, AND CITY ORDINANCES NOW IN FORCE IN THE CITY OF DEER PARK, HARRIS COUNTY, TEXAS.
5. METES AND BOUNDS DESCRIPTIONS WERE PREPARED IN CONJUNCTION WITH THIS SURVEY MAP BY KEVIN K. KOLB, RPLS 5269, DATED DECEMBER 10, 2023. (TSI JOB No. 22-125)

⊙ = POINT FOR CORNER



FEMA FLOOD STATEMENT:

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48201C0920 M, DATED JANUARY 6th 2017 AND HAVE DETERMINED THAT THE TRACT HEREBY SURVEYED LIES PARTIALLY WITHIN ZONE "X SHADED" OR AREAS DETERMINED TO BE INSIDE THE 500-YEAR FLOODPLAIN AND PARTIALLY WITHIN ZONE "AE FLOODWAY" OR AREAS DETERMINED TO BE INSIDE THE 100-YEAR FLOODPLAIN.

100-YEAR BASE FLOOD ELEVATION: 31.00 FEET (BASED ON FEMA FIRM MAP)

NOTE: THE INFORMATION IN THIS STATEMENT WAS OBTAINED FROM THE FEMA FLOOD MAP SERVICE CENTER. THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING UNDER SPECIFIC CONDITIONS.

0.0870 ACRES or 3,789 SQUARE FEET OF LAND
BEING A PORTION OF THAT CERTAIN CALLED 4.5663 ACRE TRACT OF LAND, CONVEYED TO CITY OF DEER PARK, TEXAS, BY DEED RECORDED UNDER HARRIS COUNTY CLERK'S FILE No. RP-2017-323461 ON JULY 20, 2017, SAME BEING A PORTION OF
LOT 12, of IOWA GARDENS
A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 4 OF THE HARRIS COUNTY MAP RECORDS, AND BEING FURTHER SITUATED WITHIN THE
FABRICUS REYNOLDS SURVEY, ABSTRACT No. 643
CITY OF DEER PARK, HARRIS COUNTY, TEXAS

I, KEVIN K. KOLB, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION ON 4-18-2022, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A BOUNDARY SURVEY.

WITNESS MY HAND AND SEAL THIS THE 11TH DAY OF DECEMBER, 2023.

KEVIN K. KOLB
REGISTERED PROFESSIONAL LAND SURVEYOR, TEXAS REGISTRATION NO. 5269



DRAWING INFORMATION

SCALE	1" = 20'
PAPER SIZE	11"x17" PORTRAIT
PROJECT No.	22-125
FIELD DATA	
CREW	CUDA
DATE	4-18-2022
REV	-
DRAFTING	
BY	EEB
DATE	12-10-2023
REV	-



4301 CENTER STREET, DEER PARK, TEXAS
PHONE: 281.479.8719 | TOTALSURVEYORS.COM
T.B.P.L.S. FIRM REGISTRATION No. 10075300

METES AND BOUNDS DESCRIPTION
HARRIS COUNTY FLOOD CONTROL DISTRICT
ACCESS EASEMENT No. 1
0.0870 ACRES (3,789 SQ. FT.)
FABRICUS REYNOLDS SURVEY, ABSTRACT NO. 643
CITY OF DEER PARK, HARRIS COUNTY, TEXAS

Being 0.0870 acres or 3,789 square feet of land situated in the Fabricus Reynolds Survey, Abstract No. 643, Deer Park, Harris County, Texas, being a portion of that certain called 4.5663 acre tract of land, conveyed to City of Deer Park, Texas, by deed recorded under Harris County Clerk's File No. RP-2017-323461 on June 9, 1983, same being a portion of Lot 12 of Iowa Gardens, a subdivision according to the map or plat thereof, recorded in Volume 3, Page 4 of the Map Records of Harris County, Texas. Said 0.0870 acres or 3,789 square feet of land being more fully described by metes and bounds as follows:

- All bearings referenced herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204.

COMMENCING at a 3/4-inch iron rod with plastic cap found for corner, said corner being the northwest boundary corner of said 19.4497 acre tract and the northwest boundary corner of Lot 15 of said Iowa Gardens, same being the southwest boundary corner of a called 4.5663 acre tract of land, conveyed to City of Deer Park, Texas, by deed recorded under Harris County Clerk's File No. RP-2017-323461 on July 20, 2017 and the southwest boundary corner of Lot 12 of said Iowa Gardens, and being located in the east right-of-way line of Glenwood Avenue, a 50 foot wide public right-of-way, as defined on said plat of Iowa Gardens;

THENCE North 86° 50' 26" East, along the south boundary line of said 4.5663 acre tract and the south boundary line of said Lot 12, same being the north boundary line of said 19.4497 acre tract and the north boundary line of said Lot 15, for a distance of 747.56 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE North 03° 01' 01" East, across said 4.5663 acre tract and said Lot 12, for distance of 52.79 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE North 86° 50' 26" East, continuing across said 4.5663 acre tract and said Lot 12, for distance of 67.52 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE South 63° 01' 01" East, continuing across said 4.5663 acre tract and said Lot 12, for distance of 33.27 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE South 03° 01' 01" East, continuing across said 4.5663 acre tract and said Lot 12, for distance of 23.09 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE North 63° 01' 01" West, continuing across said 4.5663 acre tract and said Lot 12, for distance of 39.43 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE South $86^{\circ} 50' 26''$ West, continuing across said 4.5663 acre tract and said Lot 12, for distance of 42.18 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE South $03^{\circ} 01' 01''$ East, continuing across said 4.5663 acre tract and said Lot 12, for distance of 12.79 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE South $03^{\circ} 01' 01''$ East, continuing across said 4.5663 acre tract and said Lot 12, for distance of 38.19 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE South $63^{\circ} 01' 01''$ East, continuing across said 4.5663 acre tract and said Lot 12, for distance of 39.83 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE South $86^{\circ} 50' 26''$ West, continuing across said 4.5663 acre tract and said Lot 12, for distance of 92.68 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE South $86^{\circ} 50' 26''$ West, continuing across said 4.5663 acre tract and said Lot 12, for distance of 92.68 feet, to the **POINT OF BEGINNING** and containing within these calls 3,789 square feet or 0.0870 acres of land.

A survey map has been prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269, dated December 11, 2023. (TSI Job No. 22-125)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:

TOTAL SURVEYORS, INC.

T.B.P.L.S. Firm Registration No. 10075300
4301 Center Street, Deer Park, Texas 77536
281-479-8719 | December 10, 2023







LINE TABLE:

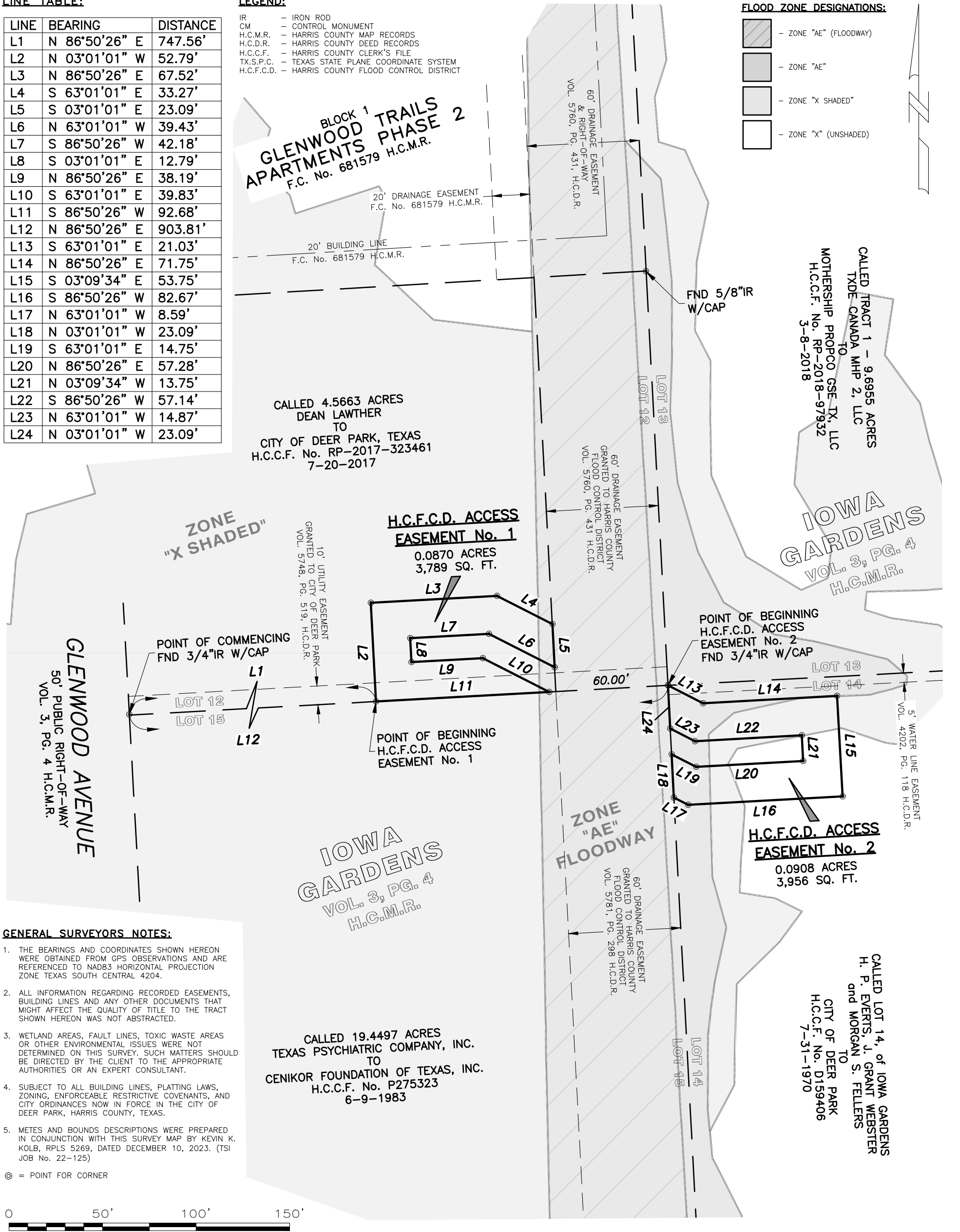
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L9	N 86°50'26" E	38.19'
L10	S 63°01'01" E	39.83'
L11	S 86°50'26" W	92.68'
L12	N 86°50'26" E	903.81'
L13	S 63°01'01" E	21.03'
L14	N 86°50'26" E	71.75'
L15	S 03°09'34" E	53.75'
L16	S 86°50'26" W	82.67'
L17	N 63°01'01" W	8.59'
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L19	S 63°01'01" E	14.75'
L20	N 86°50'26" E	57.28'
L21	N 03°09'34" W	13.75'
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LEGEND:

IR — IRON ROD
CM — CONTROL MONUMENT
H.C.M.R. — HARRIS COUNTY MAP RECORDS
H.C.D.R. — HARRIS COUNTY DEED RECORDS
H.C.C.F. — HARRIS COUNTY CLERK'S FILE
TX.S.P.C. — TEXAS STATE PLANE COORDINATE SYSTEM
H.C.F.C.D. — HARRIS COUNTY FLOOD CONTROL DISTRICT

FLOOD_ZONE DESIGNATIONS:

 — ZONE "AE" (FLOODWAY)
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 — ZONE "X" (UNSHADED)



GENERAL SURVEYORS NOTES:

- THE BEARINGS AND COORDINATES SHOWN HEREON WERE OBTAINED FROM GPS OBSERVATIONS AND ARE REFERENCED TO NAD83 HORIZONTAL PROJECTION ZONE TEXAS SOUTH CENTRAL 4204.
- ALL INFORMATION REGARDING RECORDED EASEMENTS, BUILDING LINES AND ANY OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO THE TRACT SHOWN HEREON WAS NOT ABSTRACTED.
- WETLAND AREAS, FAULT LINES, TOXIC WASTE AREAS OR OTHER ENVIRONMENTAL ISSUES WERE NOT DETERMINED ON THIS SURVEY. SUCH MATTERS SHOULD BE DIRECTED BY THE CLIENT TO THE APPROPRIATE AUTHORITIES OR AN EXPERT CONSULTANT.
- SUBJECT TO ALL BUILDING LINES, PLATTING LAWS, ZONING, ENFORCEABLE RESTRICTIVE COVENANTS, AND CITY ORDINANCES NOW IN FORCE IN THE CITY OF DEER PARK, HARRIS COUNTY, TEXAS.
- METES AND BOUNDS DESCRIPTIONS WERE PREPARED IN CONJUNCTION WITH THIS SURVEY MAP BY KEVIN K. KOLB, RPLS 5269, DATED DECEMBER 10, 2023. (TSI JOB No. 22-125)

© = POINT FOR CORNER



FEMA FLOOD STATEMENT:

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48201C0920 M, DATED JANUARY 6th 2017 AND HAVE DETERMINED THAT THE TRACT HEREBY SURVEYED LIES PARTIALLY WITHIN ZONE "X SHADED" OR AREAS DETERMINED TO BE INSIDE THE 500-YEAR FLOODPLAIN AND PARTIALLY WITHIN ZONE "AE FLOODWAY" OR AREAS DETERMINED TO BE INSIDE THE 100-YEAR FLOODPLAIN.

100-YEAR BASE FLOOD ELEVATION: 31.00 FEET (BASED ON FEMA FIRM MAP)

NOTE: THE INFORMATION IN THIS STATEMENT WAS OBTAINED FROM THE FEMA FLOOD MAP SERVICE CENTER. THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING UNDER SPECIFIC CONDITIONS.

0.0908 ACRES or 3,956 SQUARE FEET OF LAND
BEING A PORTION OF THAT CERTAIN CALLED LOT 14 OF IOWA GARDENS, CONVEYED TO CITY OF DEER PARK, TEXAS, BY DEED RECORDED UNDER HARRIS COUNTY CLERK'S FILE No. D159406 ON JULY 31, 1970, SAME BEING ALL OF LOT 14, of IOWA GARDENS
A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 4 OF THE HARRIS COUNTY MAP RECORDS, AND BEING FURTHER SITUATED WITHIN THE FABRICUS REYNOLDS SURVEY, ABSTRACT No. 643
CITY OF DEER PARK, HARRIS COUNTY, TEXAS

I, KEVIN K. KOLB, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION ON 4-18-2022, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A BOUNDARY SURVEY.

WITNESS MY HAND AND SEAL THIS THE 11TH DAY OF DECEMBER, 2023.

KEVIN K. KOLB
REGISTERED PROFESSIONAL LAND SURVEYOR, TEXAS REGISTRATION No. 5269



DRAWING INFORMATION

SCALE	1" = 20'
PAPER SIZE	11"x17" PORTRAIT
PROJECT No.	22-125
FIELD DATA	
CREW	CUDA
DATE	4-18-2022
REV	-
DRAFTING	
BY	EEB
DATE	12-10-2023
REV	-



METES AND BOUNDS DESCRIPTION
HARRIS COUNTY FLOOD CONTROL DISTRICT
ACCESS EASEMENT No. 2
0.0908 ACRES (3,956 SQ. FT.)
FABRICUS REYNOLDS SURVEY, ABSTRACT NO. 643
CITY OF DEER PARK, HARRIS COUNTY, TEXAS

Being 0.0908 acres or 3,956 square feet of land situated in the Fabricus Reynolds Survey, Abstract No. 643, City of Deer Park, Harris County, Texas, being a portion of that certain called Lot 14 of Iowa Gardens, conveyed to City of Deer Park, Texas, by deed recorded under Harris County Clerk's File No. D159406 on July 31, 1970, same being a portion of said Lot 12 of Iowa Gardens, a subdivision according to the map or plat thereof, recorded in Volume 3, Page 4 of the Map Records of Harris County, Texas. Said 0.0908 acres or 3,956 square feet of land being more fully described by metes and bounds as follows:

- All bearings referenced herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204.

COMMENCING at a 3/4-inch iron rod with plastic cap found for corner, said corner being the northwest boundary corner of said 19.4497 acre tract and the northwest boundary corner of Lot 15 of said Iowa Gardens, same being the southwest boundary corner of a called 4.5663 acre tract of land, conveyed to City of Deer Park, Texas, by deed recorded under Harris County Clerk's File No. RP-2017-323461 on July 20, 2017 and the southwest boundary corner of Lot 12 of said Iowa Gardens, and being located in the east right-of-way line of Glenwood Avenue, a 50 foot wide public right-of-way, as defined on said plat of Iowa Gardens;

THENCE North 86° 50' 26" East, along the south boundary line of said 4.5663 acre tract and the south boundary line of said Lot 12, same being the north boundary line of said 19.4497 acre tract and the north boundary line of said Lot 15, for a distance of 903.81 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE South 63° 01' 01" East, across said Lot 14, for distance of 21.03 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE North 86° 50' 26" East, across said Lot 14, for distance of 71.75 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE South 03° 09' 34" East, across said Lot 14, for distance of 53.75 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE South 86° 50' 26" West, across said Lot 14, for distance of 82.67 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE North 63° 01' 01" West, across said Lot 14, for distance of 8.59 feet, to a 5/8-inch iron rod with plastic set found for corner, said corner being located in the west boundary line of said Lot 14, same being the east boundary line of said 19.4497 acre tract;

THENCE North 03° 01' 01" West, along the west boundary line of said Lot 14, same being the east boundary line of said 19.4497 acre tract, for distance of 23.09 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE North 03° 01' 01" West, across said Lot 14, for distance of 14.75 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE North 86° 50' 26" West, across said Lot 14, for distance of 57.28 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE North 03° 09' 34" West, across said Lot 14, for distance of 13.75 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE South 86° 50' 26" West, across said Lot 14, for distance of 57.14 feet, to a 5/8-inch iron rod with plastic set found for corner;

THENCE North 63° 01' 01" West, across said Lot 14, for distance of 14.87 feet, to a 5/8-inch iron rod with plastic set found for corner, said corner being located in the west boundary line of said Lot 14, same being the east boundary line of said 19.4497 acre tract;

THENCE North 03° 01' 01" West, along the west boundary line of said Lot 14, same being the east boundary line tract and said Lot 12, for distance of 23.09 feet, to the **POINT OF BEGINNING** and containing within these calls 3,956 square feet or 0.0908 acres of land.

A survey map has been prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269, dated December 11, 2023. (TSI Job No. 22-125)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:

TOTAL SURVEYORS, INC.

T.B.P.L.S. Firm Registration No. 10075300
4301 Center Street, Deer Park, Texas 77536
281-479-8719 | December 10, 2023



SPECIAL WARRANTY DEED

South Land Title Co-DP
GF# FX2302019

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HARRIS §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

That CENIKOR FOUNDATION of TEXAS, INC., a Texas corporation, (hereinafter referred to as "Grantors" whether one or more), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to the undersigned, paid by the Grantees herein named, the receipt of which is hereby acknowledged, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do GRANT, BARGAIN, SELL and CONVEY unto CITY OF DEER PARK, (hereinafter referred to as "Grantees" whether one or more), all of the following described real property, together with all improvements thereon situated (collectively, the "Property"), said property being described as follows, to-wit:

Being a 0.0713 acre (3,104 square feet) tract of land, situated in the Fabricus Reynolds Survey, Abstract No. 643, City of La Porte, Harris County, Texas, being a portion of that certain called 19.4497 acre tract of land, conveyed to Cenikor Foundation of Texas, Inc., by deed recorded under Harris County Clerk's File No. P275323 on June 9, 1983, same being a portion of Lot 15, of Iowa Gardens, a subdivision according to the map or plat thereof, recorded in Volume 3, Page 4, of the Map Records of Harris County, Texas, said 0.0713 acres of land being more fully described by metes and bounds as follows in Exhibit "A" attached hereto: (All bearings referenced herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204)

This conveyance is made subject to all exceptions, covenants, mineral or royalty reservations, transportation charges, maintenance charges, conditions, easements, zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any, relating to the above-described property, but only to the extent that they are still in effect.

Grantee, at their sole expense, shall be responsible for maintaining, repairing and replacing the existing fence that runs along the entire North border of Grantor's tract of land that is adjacent to and directly South of the tract of land owned by Grantee.

Special Warranty Deed
Page 1

South Land Title Company-DP
7730 Spencer Hwy, Suite 200
Pasadena, Texas 77505

FX2302019

RP-2024-35358

THE PROPERTY IS HEREBY CONVEYED "AS IS", "WHERE IS" AND WITH ALL FAULTS, AND GRANTORS MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER WHETHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO THE PROPERTY, EXCEPT FOR THE WARRANTY OF TITLE DESCRIBED HEREIN.

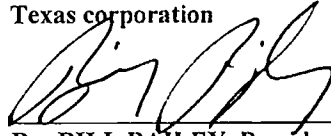
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantees, their heirs, legal representatives, successors and assigns forever, and Grantors, does hereby bind themselves, their heirs, legal representatives, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantees, their heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under the Grantors herein, but not otherwise.

Taxes for the current year have been prorated as of the date hereof and Grantees assume and agree to pay the same when due.

Words of any gender used in this document shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa unless to context requires otherwise.

DULY executed this 29 day of JANUARY, 2024.


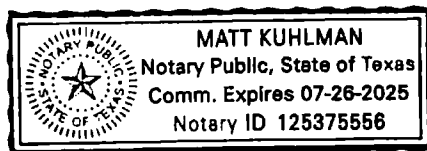
CENIKOR FOUNDATION of TEXAS, INC., a
Texas corporation



By: BILL BAILEY, President/CEO

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 29 day of January, 2024 by **BILL BAILEY, President/CEO of CENIKOR FOUNDATION of TEXAS, INC., a Texas corporation**, on behalf of same.



Notary Public in and for the
State of TEXAS

ACCEPTED AND AGREED TO:

CITY OF DEER PARK

Jay Stokes
By: JAY STOKES, City Manager

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on this the 30 day of January, 2024 by JAY STOKES, City Manager of CITY OF DEER PARK, on behalf of same.

Jim G. Fox
Notary Public in and for the
State of TEXAS

Address of Grantees:

710 E. San Augustine
Deer Park, TX 77536

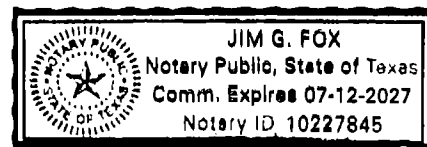


Exhibit "A"

Being a 0.0713 acre (3,104 square feet) tract of land, situated in the Fabricus Reynolds Survey, Abstract No. 643, City of La Porte, Harris County, Texas, being a portion of that certain called 19.4497 acre tract of land, conveyed to Cenikor Foundation of Texas, Inc., by deed recorded under Harris County Clerk's File No. P275323 on June 9, 1983, same being a portion of Lot 15, of Iowa Gardens, a subdivision according to the map or plat thereof, recorded in Volume 3, Page 4, of the Map Records of Harris County, Texas, said 0.0713 acres of land being more fully described by metes and bounds as follows: (All bearings referenced herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204)

COMMENCING at a 3/4-inch iron rod with plastic cap found for corner, said corner being the northwest boundary corner of said 19.4497 acre tract and the northwest boundary corner of Lot 15, of said Iowa Gardens, same being the southwest boundary corner of a called 4.5663 acre tract of land conveyed to City of Deer Park, Texas, by deed recorded under Harris County Clerk's File No. RP-2017-323461, on July 20, 2017, and the southwest boundary corner of Lot 12, of said Iowa Gardens, and being located in the east right-of-way line of Glenwood Avenue, a 50 foot wide public right-of-way, as defined on said plat of Iowa Gardens;

THENCE North 86° 50' 26" East, along the south boundary line of said 4.5663 acre tract and the south boundary line of said Lot 12, same being the north boundary line of said 19.4497 acre tract and the north boundary line of said Lot 15, for a distance of 800.33 feet to a 5/8-inch iron rod with plastic cap set for corner, said corner being the POINT OF BEGINNING of the herein described tract of land;

THENCE North 86° 50' 26" East, along the north boundary line of said 19.4497 acres and said Lot 15, same being the south boundary line of said 4.5663 acre tract and said Lot 12, for distance of 103.48 feet, to a 3/4-inch iron rod with plastic cap found for corner, said corner being the southeast boundary corner of said 4.5663 acre tract and the southeast boundary corner of said Lot 12, same being the southwest boundary corner of a called 9.6955 acre tract conveyed to Mothership Propco GSE TX, LLC, by deed recorded under Harris County Clerk's File No. RP-2018- 97932, on March 8, 2018, and the southwest boundary corner of Lot 13, of said Iowa Gardens, northwest boundary corner of called Lot 14 of Iowa Gardens, conveyed to City of Deer Park by deed recorded under Harris County Clerk's File No. D159406, on July 31, 1970, and being the northeast boundary corner of said 19.4497-acre tract, same being the northeast boundary corner of said Lot 15;

THENCE South 03° 01' 01" East, along the east boundary line of said 19.4497-acre tract and said Lot 15, same being the west boundary line of said Lot 14, for a distance of 60.00 feet, to a 5/8- inch iron rod with plastic cap set for corner;

THENCE North 63° 01' 01" West, across said 19.4497-acre tract and said Lot 15, for a distance of 119.49 feet to the POINT OF BEGINNING and containing within these calls 3,104 square feet or 0.0713 acres of land.

RP-2024-35358

RP-2024-35358
Pages 5
02/01/2024 11:40 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$37.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2024-35358



Legislation Details (With Text)

File #: ORD 24-044 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 3/26/2024 **In control:** City Council

On agenda: 4/2/2024 **Final action:**

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

Sponsors:

Indexes:

Code sections:

Attachments: [ORD PARD schedule B - April 2 2024](#)
[Redlined - Schedule B - Revised 4-2-2024](#)

Date	Ver.	Action By	Action	Result
4/2/2024	1	City Council		

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

Summary:

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

Section 74-4 - Athletics Aquatics section is hereby amended to include the fees as listed below:

Pool Lane Rental	Fee	Changes
Hourly	\$5/Lane - (2-hour min)	
Administrative Fee	\$20/per request	

Fiscal/Budgetary Impact:

Fees to be updated per the ordinance attached.

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

ORDINANCE NO. _____

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

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

I.

That Appendix B-Fee Schedule, Section 74-4 be amended by adding to Athletics and Aquatics, a Swimming Pool Lane Rental Fee of Five And No/100 Dollars (\$5.00) per lane, minimum of two (2) hours rental, plus a Twenty And No/100 Dollars (\$20.00) Administrative Fee.

II.

The fee shall become effective May 1, 2024.

III.

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

PASSED, APPROVED AND ADOPTED, on the first and final reading this ____ day of _____, 2024, by a vote of _____ “ayes” and _____ “noes”, this Ordinance having been read in full prior to such vote.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney

Exhibit B
Athletics Aquatics 74-4

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

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

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

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

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

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

Pool Lane Rental	Fee	Changes
Hourly	\$5/Lane (2 hr min)	
Administrative Fee	\$20/per request	

Exhibit B
Athletics Aquatics 74-4

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

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

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



Legislation Details (With Text)

File #: PUR 24-015 **Version:** 1 **Name:**

Type: Purchase **Status:** Agenda Ready

File created: 3/26/2024 **In control:** City Council

On agenda: 4/2/2024 **Final action:**

Title: Consideration of and action on approval to purchase a new 2022 Leguan track mounted spider lift through TIPS Purchasing Cooperative Contract #191001.

Sponsors: Parks & Recreation

Indexes:

Code sections:

Attachments: [Deer Park Lift quote 3-24](#)

Date	Ver.	Action By	Action	Result
4/2/2024	1	City Council		

Consideration of and action on approval to purchase a new 2022 Leguan track mounted spider lift through TIPS Purchasing Cooperative Contract #191001.

Summary: Funds utilized will be use to purchase a new 2022 Leguan track mounted spider lift to replace the genie lift that was purchased in 2013. New lift will be used for tree work, Christmas lights, light bulb replacement and various park projects.

Fiscal/Budgetary Impact:

Funds for this lift were budgeted for and are available in 091-432-49040. The cost of the list is \$135,083.44.

Approve purchase of new 2022 Leguan track mounted spider lift.

Retail Purchase Order



Texas Timberjack, Inc.
6004 S. First St.
Lufkin, Texas 75901

TO: TTJ Equipment - Cleveland

3/14/2024

Dealer

Date

832-594-2818

753 US HWY 59 S. Cleveland Texas 77327

Dealer Town and State

From: City of Deer Park Tiffany McGallian 281-478-7230 tmcgallian@deerparktx.org

Customer's Name

Deer Park Parks department Deer Park Harris TX 77536

Qty.	Model	Description	Serial No.	Delivery Date	CASH PRICE
1	190	New 2022 Leguan track mounted spider lift Complete with a 14 HP Kubota diesel engine, rubber tracks with hydraulic drive motors, 12vlt power to platform, lower controls, LED lights for platform controls, emergency lowering, platform rotation +/- 45 degrees, battery booster points, green, ///3spd automatic transmission, remote op, large outrigger plates, hose to platform options	TBD		\$ 130,899.00

BILL OF SALE FOR PROPERTY TAKEN IN TRADE

For value received I/we hereby bargain and sell, grant deliver to Dealer named above

	SERIAL NO	AMOUNT	TOTAL CASH PRICE	\$ 130,899.00
			Ad Valorem Tax	\$ 184.44
2022 units immediately available		\$ -	freight	\$ 4,000.00
/// options included on 2022 units		\$ -		
3 spd transmission for faster travel		\$ -		\$ -
remote control operation		\$ -		\$ -
hose to platform, Lg pads		\$ -	Less:	
I/We hereby certify that there is no lien, claim, debt, mortgage, or incumbrance of any kind, nature or description against the property listed above now existing, of record or otherwise, and that same is free and clear and is my sole and absolute property.				\$ -
			Cash Down Payment*	
			Value of Trade-In	\$ -
Signed:			BALANCE DUE DEALER	\$ 135,083.44

PURCHASER'S REQUEST TO PROVIDE FINANCING

(To be completed only if the dealer is to provide financing)

The Purchaser understands that the above Retail Purchase Order is on a cash basis. The dealer will, however, attempt to provide financing for such purchase if purchaser so requests, pursuant to a separate finance contract on mutually acceptable terms, subject to normal credit qualifications. THE PURCHASER'S SIGNATURE AT THE BOTTOM OF THIS PARAGRAPH ACKNOWLEDGES THAT THE PURCHASER HAS REQUESTED THE DEALER TO PROVIDE SUCH FINANCING.

X _____
(Purchaser)

Purchaser has read all of the provisions terms, and conditions on the following pages attached to this RETAIL PURCHASE ORDER (this "Order"). Purchaser agrees that all such provisions, terms and conditions are part of this Order and that this Order supersedes any prior agreement and is complete and exclusive agreement on the subject matters covered by this Order. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER'S AUTHORIZED REPRESENTATIVE. IN THE CASE OF A TIME SALE, THE DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL A FINANCE SOURCE AGREES TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PURCHASER AND THE DEALER BASED ON THIS ORDER. Purchaser certifies he is of majority age and has received a true copy of this Order.

*The parties of this order understand and agree the Cash Down Payment may consist of cash funds, manufacture rebates, discounts, and/or purchase assistance.

X _____
Purchaser's Signature Date

ACCEPTED BY: _____ Lane M. Blount
Dealer or His Authorized Representative

CONDITIONS

1. DEALER SHALL HAVE THE RIGHT TO (a) REFUSE TO ACCEPT THIS ORDER, WITH OR WITHOUT CAUSE, AND RETURN THE CASH DOWN PAYMENT AND/OR THE USED EQUIPMENT, IF ANY, TAKEN IN EXCHANGE AS PART PAYMENT OF THE PURCHASE PRICE, OR (b) RESCIND ACCEPTANCE OF THIS ORDER IF PURCHASER'S STATEMENT OR REFERENCES ARE FOUND TO BE INACCURATE OR UNSATISFACTORY.
2. NOTWITHSTANDING THE PRICES SHOWN ON THE FACE OF THIS ORDER, WHICH ARE SUBJECT TO CHANGE WITHOUT NOTICE, THE RETAIL PRICES TO BE PAID BY PURCHASER SHALL BE THE APPLICABLE RETAIL PRICES FOR THE ITEMS LISTED, IN EFFECT ON THE DATE OF DELIVERY THEREOF TO PURCHASER, PLUS ALL THEN APPLICABLE TRANSPORTATION, SALES, USE, EXCISE, FLOOR, PROCESSING OR SIMILAR TAXES NOT INCLUDED IN THE ESTABLISHED PURCHASE PRICE. IF THE RETAIL PRICE OF ANY ITEM LISTED ON THIS ORDER IS HIGHER ON DATE OF DELIVERY, THAN THAT SHOWN ON THE FACE OF THIS ORDER, PURCHASER SHALL HAVE THE PRIVILEGE OF ACCEPTING DELIVERY AT THE INCREASED PRICE OR CANCELLING THIS ORDER PRIOR TO ACCEPTING DELIVERY.
3. IF THIS ORDER IS CANCELLED BY PURCHASER AS PERMITTED IN PARAGRAPH 2, OR ACCEPTANCE OF THIS ORDER IS RESCINDED BY DEALER AS PERMITTED IN PARAGRAPH 1, DEALER SHALL: (a) PROMPTLY RETURN TO PURCHASER ANY CASH DOWN PAYMENT AND UNSOLD USED EQUIPMENT TAKEN BY DEALER IN EXCHANGE AS PART PAYMENT OF THE PURCHASE PRICE PROVIDED PURCHASER SIMULTANEOUSLY PAYS DEALER ITS COST OF RECONDITIONING SUCH USED EQUIPMENT, IF ANY, PLUS FIVE PERCENT (5%) OF THE ALLOWANCE DEALER MADE TO PURCHASER FOR SUCH USED EQUIPMENT ON THE PURCHASE PRICE, TO COVER DEALER'S EXPENSE OF HANDLING AND STORAGE THEREOF; AND (b) PROMPTLY PAY TO PURCHASER THE SALES PRICE OF ANY USED EQUIPMENT TAKEN IN EXCHANGE BY DEALER AS PART PAYMENT OF THE PURCHASE PRICE WHICH HAS BEEN SOLD BY DEALER PRIOR TO SUCH CANCELLATION OR RESCISON, LESS DEALER'S COST OF RECONDITIONING SAME, IF ANY, AND LESS FIFTEEN PERCENT (15%) OF THE PRICE AT WHICH DEALER SOLD SAME, TO COVER COMMISSIONS, HANDLING, STORAGE AND OTHER EXPENSES.
4. DEALER SHALL NOT BE LIABLE FOR FAILURE TO DELIVER OR DELAYS IN DELIVERY RESULTING FROM STRIKES OR OTHER LABOR TROUBLES, MATERIAL OR LABOR SHORTAGES, DIRECT OR INDIRECT ACTS OF GOVERNMENT, PRIORITIES ESTABLISHED BY GOVERNMENT, VOLUNTARY OR COMPULSORY CURTAILMENT OF THE MANUFACTURER'S PRODUCTION, FIRES, FLOODS, STOPPAGES IN TRANSIT, EMBARGOES, ACTS OF GOD AND THE PUBLIC ENEMY, WAR, SABOTAGE, OR FAILURE OR REFUSAL OF DEALER'S DISTRIBUTOR OR OF THE MANUFACTURER TO DELIVER THE ITEMS ORDERED ON THIS ORDER, OR ANY OTHER CAUSE BEYOND THE DEALER'S CONTROL.
5. IF PURCHASER FAILS SATISFACTORILY TO SETTLE FOR THE ITEMS ORDERED WITHIN FIVE (5) DAYS AFTER PURCHASER HAS BEEN NOTIFIED THAT THEY ARE READY FOR DELIVERY, DEALER MAY CANCEL THIS ORDER AND RETAIN THE CASH DOWN PAYMENT AND RETAIN OR SELL THE USED EQUIPMENT TAKEN IN EXCHANGE AS PART PAYMENT OF THE PURCHASE PRICE, IF ANY, AS AND FOR DEALER'S LIQUIDATED DAMAGES.
6. IF SALE IS FOR CASH OR BY UNSECURED NOTE OR NOTES, TITLE TO THE ITEMS ORDERED SHALL VEST IN PURCHASER WHEN THE FULL PURCHASE PRICE IS PAID TO DEALER. IF SALE IS ON A TIME PAYMENT BASIS AND DEFERRED PAYMENTS ARE TO BE SECURED, THEN PURCHASER SHALL EXECUTE SUCH DOCUMENTS AS DEALER MAY REQUEST, SUCH AS A CONDITIONAL SALES CONTRACT OR CHATTEL MORTGAGE OR OTHER FORM OF SECURITY SATISFACTORY TO DEALER, AND TITLE SHALL VEST IN PURCHASER WHEN AND AS THEREIN PROVIDED.
7. PURCHASER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT: (I) DEALER DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ITEMS PURCHASED UNDER AND PURSUANT TO THIS PURCHASE ORDER; (II), THE ONLY WARRANTIES THAT MAY BE APPLICABLE TO THE ITEMS PURCHASED HEREUNDER ARE THE STANDARD WARRANTY OR WARRANTIES OF THE PURCHASED ITEM'S MANUFACTURER IF SUCH MANUFACTURER MAKES ANY WARRANTIES; (III) IN NO EVENT SHALL DEALER BE LIABLE FOR, AND DEALER HEREBY SPECIFICALLY DISCLAIMS, ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OPPORTUNITY, OR LOSS OF USE OF EQUIPMENT; AND (IV) IF THE ITEMS PURCHASED HEREUNDER ARE USED ITEMS, THEN SUCH ITEMS ARE PURCHASED AND ACCEPTED "AS-IS" "WHERE IS" AND "WITH ALL FAULTS".
8. PURCHASER AGREES TO ACCEPT THE ITEMS ORDERED WITH SUCH CHANGES IN DESIGN, MATERIALS AND/OR SPECIFICATIONS AS THE MANUFACTURER MAY MAKE THEREIN, BUT DEALER SHALL NOT BE OBLIGATED TO INCORPORATE IN THE ITEMS ORDERED ANY CHANGES IN DESIGN, MATERIALS AND/OR SPECIFICATIONS MADE BY THE MANUFACTURER IN SIMILAR ITEMS.
9. PURCHASER AND DEALER ACKNOWLEDGE, UNDERSTAND AND AGREE THAT: (I) THIS ORDER IS NOT ASSIGNABLE BY PURCHASER WITHOUT DEALER'S PRIOR WRITTEN CONSENT; (II) THIS ORDER CONSTITUTES THE ENTIRE AGREEMENT BETWEEN DEALER AND PURCHASER, SUPERSEDING ALL PRIOR ORAL OR WRITTEN AGREEMENTS, POLICIES OR UNDERSTANDINGS, ON THE SUBJECT MATTER HEREOF, AND (III) THIS ORDER MAY BE AMENDED ONLY BY A WRITING SIGNED BY BOTH PARTIES HERETO.
10. IT IS UNDERSTOOD THAT THERE IS NO RELATIONSHIP OF PRINCIPAL AND AGENT BETWEEN THE DEALER AND THE MANUFACTURER AND THAT THE DEALER IS NOT AUTHORIZED TO ACT, OR ATTEMPT TO ACT OR REPRESENT HIMSELF, DIRECTLY OR BY IMPLICATION, AS AGENT OF THE MANUFACTURER, OR IN ANY MANNER ASSUMED OR CREATE, OR ATTEMPT TO ASSUME OR CREATE, ANY OBLIGATION ON BEHALF OF OR IN THE NAME OF THE MANUFACTURER.
11. IF ANY PORTION OF THIS ORDER SHALL BE INVALID OR UNENFORCEABLE OR SHALL VIOLATE ANY LAW OF THE UNITED STATES OR ANY STATE OR OTHER JURISDICTION, THEN SUCH PROVISIONS SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND SUCH INVALIDITY OR UNENFORCEABILITY SHALL NEITHER INVALIDATE THEIR EFFECT ELSEWHERE AND NOT AFFECT VALIDITY OR ENFORCEABILITY OF THE OTHER PROVISIONS OF THIS ORDER.
12. THIS ORDER AND THE PURCHASE AND SALE TRANSACTION ARISING PURSUANT HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, AND THE PURCHASER AND DEALER HEREBY AGREE TO SUBMIT ANY DISPUTES ARISING UNDER THIS ORDER AND THE PURCHASE AND SALE TRANSACTION ARISING PURSUANT HERETO TO THE EXCLUSIVE JURISDICTION OF FEDERAL OR STATE COURTS WITHIN LUFKIN, ANGELINA COUNTY, TEXAS AND TO SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR ANY AND ALL SUCH DISPUTES.



Legislation Details (With Text)

File #:	PUR 24-016	Version:	1	Name:	
Type:	Purchase	Status:		Agenda Ready	
File created:	3/26/2024	In control:		City Council	
On agenda:	4/2/2024	Final action:			
Title:	Consideration of and action on the purchase of concrete work for sidewalk repairs throughout different sections in Dow Park.				
Sponsors:	Parks & Recreation				
Indexes:					
Code sections:					
Attachments:	Parks and Rec Priority Estimate				

Date	Ver.	Action By	Action	Result
4/2/2024	1	City Council		

Consideration of and action on the purchase of concrete work for sidewalk repairs throughout different sections in Dow Park.

Summary:

The Parks and Recreation Department continues its annual comprehensive Capital Improvement Program for FY 2023-24 with various sidewalk repairs. This current scope will be for Dow Park sidewalk improvements.

Fiscal/Budgetary Impact:

Cost for this project is \$137,800.00, budgeted for and available in 010-432-44070.

Approve the purchase of concrete work for sidewalk repairs throughout different sections in Dow Park.



SKE Construction, LLC

PO Box 1111
Cypress, Texas 77410
(281)585-4100 F-(281)585-5707

February 21, 2024

Acceptance: _____

Date: _____

Item #	Description of Item	Unit	Est. Quant.	Unit Price	Est. Total
1	MOBILIZATION	EA	5	\$ 1,000.00	\$ 5,000.00
2	ENTRANCE: NEW SIDEWALK 6' EXTENDING 110'. CONCRETE WILL BE 4" THICK USING #3 REBAR AT 16" CENTERS 3000PSI PLUS 50' BEAM (INCLUDES WARRANTY WORK)	LS	1	\$11,300.00	\$ 11,300.00
3	PRIORITY #1: REMOVE AND REPLACE 478SY. CONCRETE WILL BE 4" DEEP USING #3 REBAR AT 3000PSI WITH APPROX 130SY OF REGRADE AND RELOCATE SIDEWALK AWAY FROM TREES	LS	1	\$75,000.00	\$ 75,000.00
4	PRIORITY #2: DEMO AND REGRADE 101' OF SIDEWALK PLUS 138SY OF SIDEWALK TO BE 4" DEEP USING #3 REBAR AT 3000PSI	LS	1	\$23,500.00	\$ 23,500.00
5	PRIORITY #3: DEMO 12SY AND REPLACE 55SY OF CONCRETE 4" DEEP USING #3 REBAR AND 3000PSI	LS	1	\$ 9,500.00	\$ 9,500.00
6	PRIORITY #4: REMOVE AND REPALCE 80SY OF CONCRETE 4" DEEP USING #3 REBAR AT 3000PSI	LS	1	\$13,500.00	\$ 13,500.00
					\$ -
				Estimate	\$137,800.00



Legislation Details (With Text)

File #:	AGR 24-007	Version:	1	Name:	
Type:	Agreement	Status:		Agenda Ready	
File created:	3/25/2024	In control:		City Council	
On agenda:	4/2/2024	Final action:			
Title:	Consideration of and action on authorizing Kaser Design to design and manufacture a comprehensive trail and park signage program.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Deer Park solo letter 20240320 -Kaser Design Trail & Park Signage Program KD support Client List - Interpretation				

Date	Ver.	Action By	Action	Result
4/2/2024	1	City Council		

Consideration of and action on authorizing Kaser Design to design and manufacture a comprehensive trail and park signage program.

Summary:

The Deer Park Parks & Recreation Department has selected Kaser Designs as the vendor for our upcoming Park and Trail Sign project. After thorough evaluation and consideration of various vendors, Kaser Designs emerged as the clear choice due to their expertise, services offered, and commitment to quality. With their innovative approach and dedication to meeting our specific project requirements, we are confident that Kaser Designs will deliver exceptional signage solutions that enhance the beauty, functionality, and safety of our parks and trails. We look forward to collaborating with Kaser Designs and creating signage that enriches the outdoor experience for our community members.

Throughout our diligent inquiry, which encompassed thorough evaluations of numerous vendors, including Izone and National Signs, it has become evident that Kaser Design Services offers an unparalleled and comprehensive collection of services. Unlike its counterparts, Kaser Designs seamlessly handles every aspect integral to a sign solution. This includes message development, content creation, branding integration, sign type selection, printing, manufacturing, assembly, and delivery.

Fiscal/Budgetary Impact:

To be determined.

Authorize Kaser Design to design and manufacture a comprehensive trail and park signage program.



Kaser design a M. Kaser & Associates, Inc. company.

217 SOUTH MACARTHUR BLVD., . COPPELL , TEXAS 75019 . P: 469 . 549 . 1832 . www.kaserdesign.com

March 20, 2024

Nicole Garvis
City of Deer Park
Parks & Recreation Department
610 E. San Augustine
Deer Park, Texas 77536

To whom it may concern:

M. Kaser and Associates, Inc. better known as Kaser Design (KD), is a Texas design business that started in 1992. Today, KD works with governments from small cities and municipalities to states and the U.S. federal government. Unlike others, KD delivers content-based sign solutions tailored to each specific project criteria.

Most often, when a municipality looks to accomplish a sign project, it takes one of two routes: approaching the sign printer/manufacturer or the landscape architect familiar with the site. These two approaches will result in the delivery of signage, but both fall short of an effective solution.

Sign printer/manufactures only manufacture or fabricate the sign regardless of message. Architects and landscape architects offer sign design as an option to their core business.

In Texas, KD stands alone as the only firm with credentials solely focused on interpretation and park signs. KD handles every issue that goes into a sign solution: message, content, branding, sign type, printing, manufacturing, assembly, and delivery.

Matthew Kaser holds the Certified Interpretive Planner (CIP) credentials from the National Association for Interpretation (NAI). Regard to interpretive planning at the city and municipal level is optional. However, national agencies, such as the National Park Service, Interior Department, US Army Corps of Engineers, Bureau of Land Management, US Fish & Wildlife Service, Texas Parks & Wildlife, Texas Historical Commission, and others, require CIP credentials because of the understanding of benefits at outcomes.

The sign project under consideration contains the usual challenges: content, message, placement, location, style, brand, materials, techniques, durability, and cost-effectiveness. KD delivers specific services to address these sign challenges.

Please contact us with any questions.

Matthew C. Kaser, CIP, President
Attachments
Interpretive Planning
Client List



Mr. Jim Fox, City of Deer Park Attorney
610 E. San Augustine
Deer Park, Texas 77536

Mr. Fox,

The Department has formally completed extensive research into potential sign vendors for our forthcoming park and trail sign project. Following a comprehensive assessment, research and discussions with several vendors we feel Kaser Design Services is the best vendor to fulfill our design, interpretation, and manufacturing needs. We found no other vendor who will bundle all of work into a single vendor application.

Throughout our diligent inquiry, which encompassed thorough evaluations of numerous vendors, including Izone and National Signs, it has become evident that Kaser Design Services offers an unparalleled and comprehensive collection of services. Unlike its counterparts, Kaser Designs seamlessly handles every aspect integral to a sign solution. This includes message development, content creation, branding integration, sign type selection, printing, manufacturing, assembly, and delivery.

This all-encompassing approach ensures a streamlined and cohesive process from conception to completion, aligning seamlessly with our project objectives. Conversely, our inquiries with National Signs and Izone revealed that while they excel in manufacturing, they do not offer the comprehensive services required to meet our project's diverse needs.

Imageloc, the innovative technology utilized by Kaser Designs, presents a superior solution to the High-Density Laminate employed by Izone and the vinyl-on-aluminum method favored by National Signs. Imageloc offers distinct advantages in durability, longevity, and aesthetic appeal. Unlike High-Density Laminate, Imageloc is precisely engineered to withstand harsh outdoor conditions, including extreme weather and UV exposure, without fading, warping, or deteriorating over time. Additionally, Imageloc provides unparalleled clarity and resolution, ensuring signage maintains visual impact and message clarity for years. In contrast, National Signs' vinyl on aluminum method may be susceptible to peeling, cracking, and fading, especially in high-traffic or outdoor environments. Imageloc's superior quality and durability make it the preferred choice for ensuring signage solutions' longevity and effectiveness. Kaser Design Services' ability to address every facet of our signage requirements and their demonstrated commitment to quality and excellence solidifies our decision to engage them as our preferred vendor.



We respectfully request your assistance in formalizing our engagement with Kaser Design Services for this project. Their expertise and comprehensive service offerings are integral to achieving our desired outcomes, and we are eager to collaborate.

Thank you for your attention to this matter. We appreciate your support in facilitating our partnership with Kaser Design Services.

Thank you,

Nicole Garvis, Marketing/Technical Coordinator

City of Deer Park Parks & Recreation

Clientele List

Museums

Franklin Institute – Philadelphia, PA
Frontiers of Flight Museum – Dallas, TX
George H. W. Bush Presidential Library
Hands On! A Regional Museum – Johnson City TN
Mines Museum at Colorado School of Mines
Museum of Discovery & Science – Ft. Lauderdale, FL
Museum of Science & Industry – Chicago, IL
Omniplex – Oklahoma City, OK
Lynn Meadows Museum – Gulfport, MS
Science Spectrum Museum – Lubbock, TX
Texas A&M Corps of Cadet - Sam Houston Sanders
The Science Place – Dallas, TX
World of Wonder - Longview, TX

Visitor Centers

Matagorda Bay Nature Center – Matagorda, TX
Cradle of Forestry, U.S. Forest Service – Brevard, NC
Dallas Aquarium Education Center – Dallas, TX
Ft. Worth Star Telegram Visitor Center – Fort Worth, TX
Oklahoma Museum of Labor & Mining – Henryetta, OK
Earthquake Lake Visitor Center - West Yellowstone, MT
Trinity River Audubon Center - Dallas, TX
Wichita Mountains Wildlife Refuge – Lawton, OK

Interpretive Planning and Design

Georgia Dept of Natural Resources
Lower Colorado River Authority – Austin, TX
National Parks Service – Nacogdoches, TX
State of Georgia
State of Kansas
State of Tennessee
Skidaway Isle Resort – Savannah, GA
Texas Parks & Wildlife – Fredericksburg, TX
Texas Historical Commission – Sabine, TX
Texas Historical Commission – San Saba, TX
Texas Dept of Transportation – Arlington, TX
Texas Land Conservancy – Dallas, TX
U.S. Air Force - Barksdale Global Power Museum
U.S. Army Corps of Engineers – New Orleans District
U.S. Army - Ft. Bliss – El Paso, TX
U.S. Fish and Wildlife Service - Brevard, NC

Entertainment

Seaworld – San Antonio, TX
NASCAR Motor Sports – Speedparks 4 locations
Victory Junction Gang Camp – Randleman, NC
Six Flags Corporation – Arlington, TX
Give Kids the World – Orlando, FL
Putt-Putt Fun Centers of America
Sam's Fun City - Pensacola, Florida
America in Miniature – Las Vegas, NV
Adventure Landing – Guangzhou, China
Magluf Fun Park – Magluf, Spain
Joe Dumar's Field House – Detroit, MI
Kokomo's Family Fun Center – Saginaw, MI
Craig Ranch – McKinney, TX

Municipal

City of Allen - Allen , TX
City of Baytown - Baytown , TX
City of Bedford - Bedford , TX
City of Brownsville - Brownsville , TX
City of Carrollton - Carrollton , TX
City of Cedar Hill - Cedar Hill , TX
City of Coppell - Coppell , TX
City of Dallas – Dallas, TX
City of Denton - Denton, TX
City of Farmers Branch – Farmers Branch, TX
City of Frisco – Frisco, TX
City of Fort Worth – Fort Worth, TX
City of Friendswood – Friendswood, TX
City of Highland Village – Highland Village , TX
City of Longview – Longview, TX
City of Lewisville – Lewisville, TX
City of McKinney – McKinney, TX
City of Murphy – Murphy, TX
City of North Richland Hills – North Richland Hills, TX
City of Plano – Plano, TX
City of Roanoke – Roanoke, TX
City of Rockwall – Rockwall, TX
City of Rowlett – Rowlett, TX
City of Sherman– Sherman, TX
City of The Colony – The Colony, TX
City of Toledo – Metroparks of the Toledo, OH
City of Waco - Waco, TX
City of Waxahachie - Waxahachie, TX

Energy Centers

El Dorado Energy Visitor Center - Eldorado Valley, NV
South Texas Project Visitor Center - Wadsworth, TX
TXU Glen Rose Steam Generator Station - Glen Rose, TX

Corporate

Dr. Pepper – Plano, TX
Eljer Industries - Richardson, TX
Green Mountain Energy – Austin, TX
i2 Technologies – Irving, TX
Lennox Global – Richardson, TX
Nokia USA - Irving, TX
Nortel – Richardson, TX
Selkirk - Richardson, TX
Shell Oil Company – Houston, TX
Norman Window Blinds - Lewisville, TX
Toyota Motors USA - San Antonio, TX

Resorts

Catfish Bend Resort & Casino – Burlington, IA
Hotel Del Coronado - San Diego, CA
La Costa Spa & Resort - Carlsbad, CA
Ocean Lakes Family Campground - Myrtle Beach, SC
Rancho Las Palmas Resort – Palm Springs, CA
The Homestead – Hot Springs, VA



Interpretive Planning

What is Interpretive Planning?

Interpretive planning or “interpretation” at the most basic level, aims to answer the question “so what?” or “what’s the big deal?”

Interpretive planning is a communication process that connects the audience to the inherent qualities in places and/or things. To interpret is to translate the language of the experts, the voices of the past, and the significance of places & things to create emotional and intellectual connections, giving relevance and meaning to the visitor experience.

Exhibits designed with interpretive plans are bolstered by the strengths of outcome based strategies, improving and enhancing the chances that visitors will gain the knowledge, take action, care for and ultimately effect change.

Why Invest Time and Effort in Interpretive Planning?

Interpretation is the most cost effective tool we have to engage visitors and is an outcome-based process. It provides “goal-based” focus to the planning and design process, defining “success” at its beginning.

The chief aim of interpretation is not instruction, but provocation. The goal is to inspire. Inspiration is only possible when informative, entertaining, and enlightening stories elicit emotional and intellectual responses. Exhibits should have outcome goals and objectives that are accomplished at a high level. Without interpretive planning, the outcome may result in lower than expected success and may lead to negative outcomes.

The Kaser Design Difference

As professional Certified Interpretive Planners (CIP) we possess the knowledge, coupled with real world experience and business expertise, to provide services that improve message effectiveness, enhance visitor experience and deliver stakeholder goals. We provoke, relate and reveal your stories and messages to visitors in powerful ways. Your messages are translated from the language of experts to the language of every-day visitors, from children to adults.

From powerful interpretive graphics, professional copy writing, and creative use of technology, our planning and design process breathes life into artifacts and memories into photos. As people remember 90% of what they do, we make certain that “hands on” and “minds on” work together to create memorable experiences.

At Kaser Design (KD), interpretive planning skills run deep. Our owner and lead designer holds CIP credentials from the National Association for Interpretation (NAI).

*From project start to finished and installed exhibits – we Interpret!
That’s the Kaser Design difference!*





Legislation Details (With Text)

File #: PUR 24-014 **Version:** 1 **Name:** Charlene A. Tighe
Type: Purchase **Status:** Agenda Ready
File created: 3/25/2024 **In control:** City Council
On agenda: 4/2/2024 **Final action:**
Title: Consideration of and action on purchasing Self-Contained Breathing Apparatus (SCBA) from Metro Fire Apparatus Specialist, Inc. on Buy Board Contract 698-23.

Sponsors:

Indexes:

Code sections:

Attachments: [SCBA Metro Fire 04022024](#)

Date	Ver.	Action By	Action	Result
4/2/2024	1	City Council		

Consideration of and action on purchasing Self-Contained Breathing Apparatus (SCBA) from Metro Fire Apparatus Specialist, Inc. on Buy Board Contract 698-23.

Summary:

The current SCBA's that are used by the Volunteer Fire Department are beyond the life expectancy and do not meet NFPA (National Fire Protection Association) standards. The new SCBA's will meet the current NFPA standards which improve firefighter safety and prevent exposure to hazardous elements including biohazards.

Fiscal/Budgetary Impact:

FY2023-24 General Fund Fire Department approved budget of \$85,000.

Approve the purchase of eleven (11) SCBA's and accessories from Metro Fire Apparatus Specialists, Inc. on Buy Board Contract 698-23 in the amount of \$85,000.



QUOTE

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Number	224872-0
Quote Date	03/22/2024
Page	1

Bill to: DEER PARK FIRE DEPT
PO BOX 700
DEER PARK, TX 77536

Ship to: DEER PARK FIRE DEPT
2211 EAST X STREET
DEER PARK, TX 77536

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
DEE001	PATRICK MORRIS	JASON KARR		SCBA PACKS
Entered By		FOB	Ship Via	Terms
JASON KARR		DESTINATION	SALES REP	NET 20 DAYS
Customer/Order Instructions				

***** PRICING PER BUY BOARD CONTRACT 698-23

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
11	11	11	EA	SCT-7012623505	X3 PRO 2018 EDITION 4.5 W/ CGA, PARACHUTE BUCKLES, CONNECT HOSE, UEBSS PAK TRACKER/PASS, 1/CTN X8814025305303	7650.00	84150.00
1	1	1	EA	SCT-7012511837	AV3000 HT FACEMASK, LARGE, 4-STRAP, RIGHT COMM BRKT 201215-29	365.00	365.00

SubTotal 84,515.00

Total 84,515.00

QUOTE GOOD FOR 30 DAYS