



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

Bill Patterson, Council Position 4
Ron Martin, Council Position 5
Rae A. Sinor, Council Position 6

James Stokes, City Manager
Gary Jackson, Assistant City Manager

Jerry Mouton Jr. , Mayor

Shannon Bennett, TRMC, City Secretary
Jim Fox, City Attorney

Ordinance # 4133

Resolution # 2020-01

CALL TO ORDER

The 1748th meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS

1. Joint Public Hearing on the request of the City of Deer Park to amend Ordinance No. 3886, the Zoning Ordinance designating a 12.0163 acre tract which has been annexed into the City as heavy Industrial Zoning District (M3).

[JPH 20-001](#)

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

Department: City Secretary's Office

Attachments: [PZ_JPH_010720_City of Deer Park_Zone Designation Phase II](#)
[Zone Designation M3 recomment letter Phase II 2](#)
[12.0163 Annexation Backup](#)

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.

CONSENT CALENDAR

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.

2. Approval of minutes of workshop meeting on December 17, 2019.

[MIN 20-002](#)

Recommended Action: Approval

Attachments: [CC MW 121719](#)

3. Approval of minutes of regular meeting on December 17, 2019.

[MIN 20-001](#)

Recommended Action: Approval

Attachments: [CC MR 121719](#)

4. Approval of tax refund to DFG Enterprises, LLC in the amount of \$1,652.83 due to an overpayment.

[TAXR
19-114](#)

Recommended Action: Approve the tax refund to DFG Enterprises, LLC.

Department: Finance

5. Authorization to advertise and receive bids on the Rehabilitation of the Pasadena Blvd. 1-Million Gallon Water Ground Storage Tank

[BID 20-001](#)

Recommended Action: Recommend Council approval to advertise for public bids.

Department: Public Works

NEW BUSINESS

6. Consideration of and action on an Amendment to the Solid Waste Disposal Agreement with Waste Management.

[CON 19006](#)

Recommended Action: Approval is recommended.

Department: City Manager's Office and Public Works

Attachments: [deer park disposal am cl 12.6.19](#)

7. Consideration of and action on entering into an agreement with Brown Reynolds Watford Architects, Inc. for professional services for the conceptual design, programming, and master planning of the Jimmy Burke Activity Center and surrounding City property.

[AGR 20-003](#)

Recommended Action: Authorize entering into an agreement with Brown Reynolds Watford Architects, Inc. or professional services for the conceptual design, programming, and master planning of the Jimmy Burke Activity Center and surrounding City property.

Attachments: [AGREEMENT FOR ARCHITECTURAL SERVICES BRW Architects 12.16.19](#)

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.

8. Consideration of and action on a Resolution to seek a Fiscal Year 2021 STEP Comprehensive Traffic Enforcement Grant. [RES 19-472](#)

Recommended Action: Approve Resolution to seek a Fiscal Year 2021 STEP Comprehensive Traffic Enforcement Grant.

Department: Chief of Police Grigg and Police

Attachments: [2021 STEP Comp Budget Narrative](#)

[2021-DeerPark-S-1YG-00037 \(2\)](#)

[Comp Full City](#)

[Comp Zone 1](#)

[Comp Zone 2](#)

[Comp Zone 3](#)

[Mayor's Resolution STEP Comp FY 2021](#)

9. Consideration of and action on a Resolution to seek a Fiscal Year 2021 STEP Commercial Motor Vehicle (CMV) Traffic Enforcement Grant. [RES 19-473](#)

Recommended Action: Approve Resolution to seek a Fiscal Year 2021 Commercial Motor Vehicle (CMV) Traffic Enforcement Grant.

Department: Chief of Police Grigg and Police

Attachments: [2021 STEP CMV Budget Narrative](#)

[2021-DeerPark-S-CMV-00014 \(2\)](#)

[CMV Enforcement Zone](#)

[Mayor's Resolution STEP CMV FY 2021](#)

10. Consideration of and action on a recommendation from the Planning and Zoning Commission and a proposed ordinance on the request of Reformation Temple for a Specific Use Permit to operate a church at 2033 Pickerton Drive. [ORD 20-001](#)

Recommended Action: Approval is recommended, per the Planning and Zoning Commission and adopt ordinance.

Attachments: [Recommendation Letter Reformation Temple Church](#)

[Specific Use-Reformation Temple 1 20](#)

ADJOURN

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

*Shannon Bennett, TRMC
City Secretary*

*Posted on Bulletin Board
January 3, 2020*

City Hall is wheelchair accessible and accessible parking spaces are available. Hearing assistance devices are available. Requests for accommodations 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 #: JPH 20-001 **Version:** 1 **Name:**

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

File created: 12/30/2019 **In control:** City Council

On agenda: 1/7/2020 **Final action:**

Title: Joint Public Hearing on the request of the City of Deer Park to amend Ordinance No. 3886, the Zoning Ordinance designating a 12.0163 acre tract which has been annexed into the City as heavy Industrial Zoning District (M3).

Sponsors: City Secretary's Office

Indexes:

Code sections:

Attachments: [PZ JPH 010720 City of Deer Park Zone Designation Phase II](#)
[Zone Designation M3 recomm letter Phase II 2](#)
[12.0163 Annexination Backup](#)

Date	Ver.	Action By	Action	Result
1/7/2020	1	City Council		

Joint Public Hearing on the request of the City of Deer Park to amend Ordinance No. 3886, the Zoning Ordinance designating a 12.0163 acre tract which has been annexed into the City as heavy Industrial Zoning District (M3).

Summary:

The Planning and Zoning Commission conducted a public hearing on November 18, 2019 to hear testimony for and against the City of Deer Park's request to amend the zoning ordinance. Based upon testimony, the recommendation of the Planning and Zoning Commission is the request be approved.

Fiscal/Budgetary Impact:

None

Hear the Citizens comments for or against the request

NOTICE OF JOINT PUBLIC HEARING

Notice is hereby given that the City Council and the Planning and Zoning Commission of the City of Deer Park, Texas, will hold a joint public hearing at City Hall, 710 East San Augustine Street, at 7:30 p.m. on the 7th day of January 2020 at which time and place they will hear all persons desiring to be heard on or in connection with any matter or question relating to the proposed amendment to Ordinance No. 3886, the Zoning Ordinance designating a 12.0163 acre tract which has been annexed into the City as Heavy Industrial Zoning District (M3).

Shannon Bennett, TRMC
City Secretary

Dated this 4th day of December 2019



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

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

PLANNING & ZONING COMMISSION

November 19, 2019

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

Honorable Mayor and Council:

On November 18, 2019, the Planning and Zoning Commission met for a public hearing to consider the request of 739 Independence Parkway LLC, for the proposed zone designation for Intensive Industrial (M3) District for 12.163 acres of undeveloped tracts located along the west side of Independence Parkway and North of State Highway 225.

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

Respectfully submitted,

/s/ Ray Balusek
Chairman
Planning and Zoning Commission



September 11, 2019

James Stokes
City Manager
City of Deer Park
710 E. San Augustine
Deer Park, TX 77536

RE: Letter of Intent – Zoning designation for +/- 12.163 acres of Undeveloped Tracts Located along the west side of Independence Pkwy and North of State Highway 225

Dear: City of Deer Park
Planning and Zoning Commission:

739 Independence Parkway LLC, an affiliate wholly owned by Molto Properties Fund III LLC, has completed its acquisition of the above referenced property, and hereby requests a designation for M-3 "Intensive Industrial" zoning. This request is conditioned upon successful annexation of the subject property into the City of Deer Park.

The property is adjacent to other commercial, distribution and other heavy manufacturing uses and is surrounded by properties within unincorporated Harris County, which does not have zoning designation.

A copy of the recorded deed and a survey is included herein for your reference.

Please consider and advise if you need further information. We look forward to working with the City of Deer Park on this exciting project.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Parrish", written in a cursive style.

Chad Parrish
Vice President
Molto Properties LLC

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

To: City of Deer Park
Planning & Zoning Commission

Date Submitted: September 11, 2019

(I and/or We) 739 Independence LLC hereby make application for an amendment to the City of Deer Park Zoning Ordinance on the following described property (legal description):

See attached survey and title.

Currently zoned as N/A Request to be zoned to M-3 Intensive Industrial

Deed Restrictions on the above described property are as follows:

None

(I and/or We) 739 Independence LLC have paid the application fee of \$1,000.00 to the City of Deer Park City Secretary and a copy of the receipt is attached.

September 11, 2019

Date

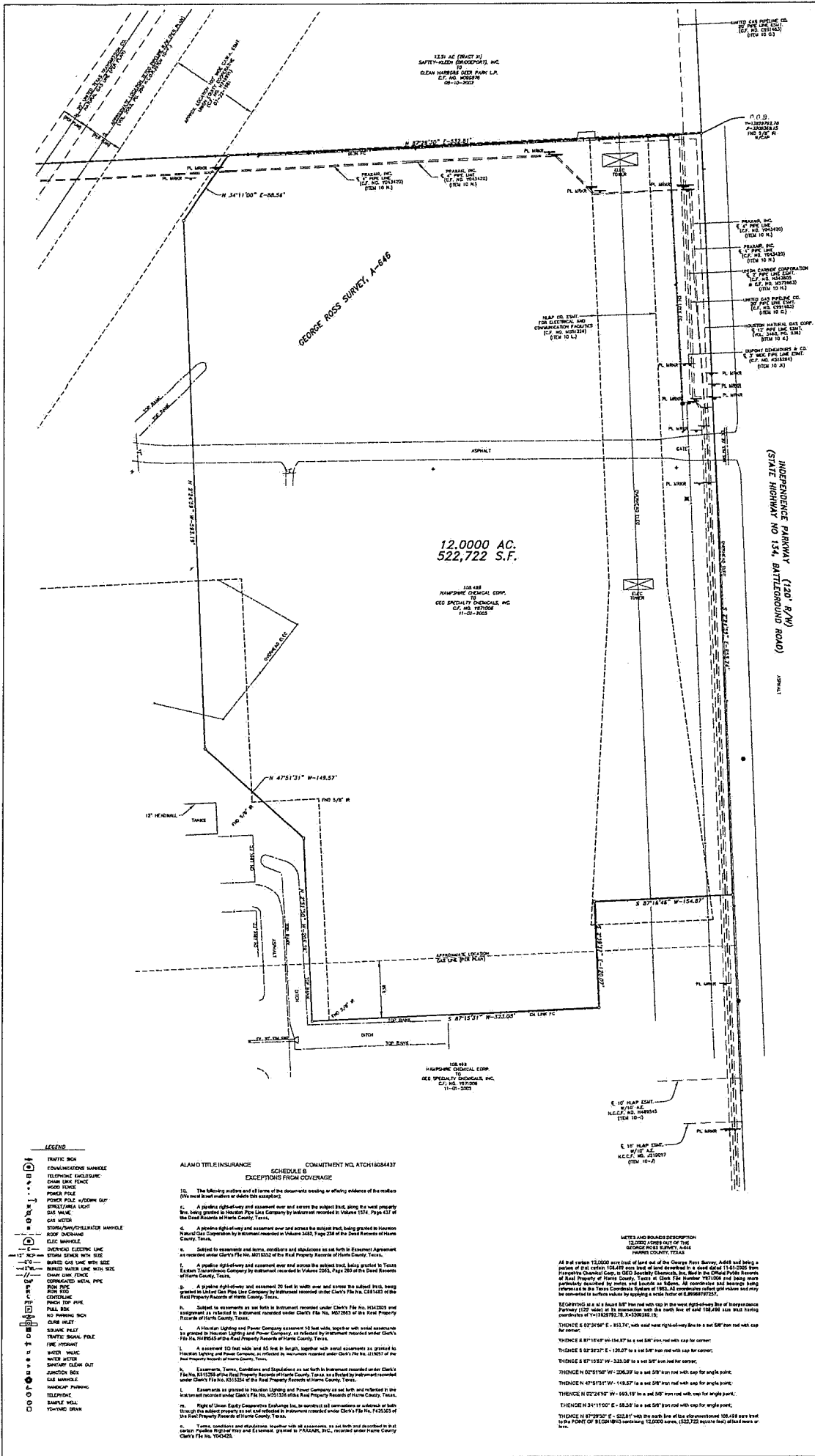


Property Owner's Signature

Chad Parrish

Owner's Designated Representative (if any)

Other Representative (if any)



TO: GEO SPECIALTY CHEMICALS, INC.
ALAMO TITLE INSURANCE
MOLTO PROPERTIES FUND III, LLC



01-24-2019
DATE
SAMUEL L. KOSTER
R.P.L.S. NO.

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, TEXAS, AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, TEXAS, AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, TEXAS.

GENERAL NOTES
1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983. THE COORDINATE SYSTEM OF 1983 IS A DERIVATIVE OF THE NAD 83 SYSTEM. THE COORDINATE SYSTEM OF 1983 IS A DERIVATIVE OF THE NAD 83 SYSTEM. THE COORDINATE SYSTEM OF 1983 IS A DERIVATIVE OF THE NAD 83 SYSTEM.

2. THE SURVEY SITE IS LOCATED WITHIN THE 100 YEAR SPECIAL FLOOD HAZARD AREA. THE SURVEY SITE IS LOCATED WITHIN THE 100 YEAR SPECIAL FLOOD HAZARD AREA. THE SURVEY SITE IS LOCATED WITHIN THE 100 YEAR SPECIAL FLOOD HAZARD AREA.

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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.

SPECIAL WARRANTY DEED

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

GEO SPECIALTY CHEMICALS, INC., an Ohio corporation, hereinafter referred to as "Grantor", whether one or more, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL AND CONVEY to 739 INDEPENDENCE LLC, a Texas limited liability company, hereinafter referred to as "Grantee," whether one or more, whose address is 18W140 Butterfield Road, One Lincoln Center, Suite 750, Oakbrook Terrace, Illinois 60181, all of the following described real estate situated in Harris County, Texas, to wit:

See Exhibit A attached hereto.

together with all improvements and fixtures situated thereon, and all rights and appurtenances pertaining thereto, including any right, title and interest of Grantor in and to adjacent streets, alleys, and rights-of-way (collectively, the "Property").

This conveyance is made and accepted subject to (a) all and singular non-delinquent ad valorem taxes for the current year and for all subsequent years; (b) zoning and building ordinances, codes, rules and regulations, if any; (c) non-delinquent utility district assessments and standby fees, if any, applicable to and enforceable against the Property; (d) non-delinquent maintenance assessment liens, if any, applicable to and enforceable against the Property as shown by the records of the Clerk of Harris County, Texas; (e) any statutory water rights, or the rights or interests of the State of Texas or the public generally in any waters, tidelands, beaches and streams being situated in proximity to the Property; and (f) the matters set forth on Exhibit B attached hereto (the "Permitted Exceptions"), to the extent the same are still in force and effect.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the above named Grantee and Grantee's heirs, successors and assigns forever. Grantor does bind Grantor and Grantor's heirs, successors and assigns to WARRANT AND DEFEND, all and singular, the said Property unto the said Grantee and Grantee's heirs, successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

[Signature appears on following page.]

FILED BY
ALAMO TITLE COMPANY
180844637

GRANTOR:

GEO SPECIALTY CHEMICALS, INC.,
an Ohio corporation

By: 

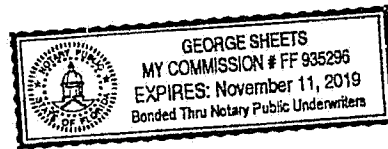
Randall R. Lay, Executive VP and CFO

STATE OF ~~OHIO~~ FLORIDA)
) SS:
COUNTY OF PINELAS)

The foregoing instrument was acknowledged before me this 02 day of April, 2019, by Randall R. Lay, the Executive VP and CFO of GEO Specialty Chemicals, Inc., an Ohio corporation, on behalf of the corporation.


Notary Public

AFTER RECORDING RETURN TO:
Kris E. Curran, Esq.
Nixon Peabody LLP
70 W. Madison, Suite 3500
Chicago, IL 60602



RP-2019-146825

EXHIBIT A

Description of the Property

TRACT I:

All that certain 12.0000 acre tract of land out of the George Ross Survey, A-646 and being a portion of that certain 108.499 acre tract of land described in a deed dated 11-01-2005 from Hampshire Chemical Corp. to GEO Specialty Chemicals, Inc. filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number Y871006 and being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

BEGINNING at a at a found 5/8" iron rod with cap in the west right-of-way line of Independence Parkway (120' wide) at its intersection with the north line of said 108.499 acre tract having coordinates of Y=13829792.78, X=3209369.15;

THENCE S 02°24'59" E - 853.74', with said west right-of-way line to a set 5/8" iron rod with cap for corner;

THENCE S 87°16'46" W - 154.87' to a set 5/8" iron rod with cap for corner;

THENCE S 02°39'37" E - 120.07' to a set 5/8" iron rod with cap for corner;

THENCE S 87°15'53" W - 323.08' to a set 5/8" iron rod for corner;

THENCE N 02°51'50" W - 206.39' to a set 5/8" iron rod with cap for angle point;

THENCE N 47°51'31" W -149.57' to a set 5/8" iron rod with cap for angle point;

THENCE N 02°24'59" W - 593.19' to a set 5/8" iron rod with cap for angle point;

THENCE N 34°11'00" E - 88.56' to a set 5/8" iron rod with cap for angle point;

THENCE N 87°29'30" E - 532.81 with the north line of the aforementioned 108.499 acre tract to the POINT OF BEGINNING containing 12.0000 acres, (522,722 square feet) of land more or less.

NOTE: THIS COMPANY DOES NOT REPRESENT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

EXHIBIT B
Permitted Exceptions

1. Taxes and assessments for 2019 and subsequent years.
2. A pipeline right-of-way and easement over and across the subject tract, being granted to Houston Natural Gas Corporation by instrument recorded in Volume 3460, Page 236 of the Deed Records of Harris County, Texas.
3. A pipeline right-of-way and easement 20 feet in width over and across the subject tract, being granted to United Gas Pipe Line Company by instrument recorded under Clerk's File No. C991483 of the Real Property Records of Harris County, Texas.
4. Subject to easements as set forth in instrument recorded under Clerk's File No. H342805 and assignment as reflected in instrument recorded under Clerk's File No. M572663 of the Real Property Records of Harris County, Texas.
5. Easements, Terms, Conditions and Stipulations as set forth in instrument recorded under Clerk's File No. K515255 of the Real Property Records of Harris County, Texas, as affected by instrument recorded under Clerk's File No. K515254 of the Real Property Records of Harris County, Texas.
6. Easements as granted to Houston Lighting and Power Company as set forth and reflected in the instrument recorded under Clerk's File No. M051326 of the Real Property Records of Harris County, Texas.
7. Terms, conditions and stipulations, together with all easements, as set forth and described in that certain Pipeline Right-of-Way and Easement, granted to PRAXAIR, INC., recorded under Harris County Clerk's File No. Y043420.
8. ½ of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in the instrument recorded under Clerk's File No. B-530109 of the Real Property Records of Harris County, Texas, subject to partial waiver of surface rights as set forth in the instrument recorded under Clerk's File No. D349914 of the Real Property Records of Harris County, Texas. Reference to which instrument is here made for particulars.
9. ½ of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in the instrument recorded under Clerk's File No. F425303 of the Real Property Records of Harris County, Texas. Said instrument sets forth specifics under (q) in said instrument, subject to designation of drill sites identical to those referred to in the instrument recorded under Clerk's File No. D349914 of the Real Property Records of Harris County, Texas. Reference to which instrument is here made for particulars.

RP-2019-146825

10. Asphalt Drive over and across the subject property, as shown on survey dated January 24, 2019, prepared by Daniel E. Kersten, R.P.L.S. No. 4925.
11. Overhead Electric line and power poles over and across a portion of the subject property, as shown on survey dated January 24, 2019, prepared by Daniel E. Kersten, R.P.L.S. No. 4925.
12. Inset of fence along the northerly property line, as shown on survey dated January 24, 2019, prepared by Daniel E. Kersten, R.P.L.S. No. 4925.
13. Terms, conditions and stipulations set forth in that certain Storm Water Drainage Easement Agreement, executed by GEO SPECIALTY CHEMICALS, INC. ("Grantor") and 739 INDEPENDENCE LLC ("Grantee"), recorded under Harris County Clerk's File No. RP-2019-____. (To be recorded)
14. Terms, conditions and stipulations set forth in that certain Agreement to Provide Non-Potable Water and Sanitary Wastewater Treatment Services executed by GEO SPECIALTY CHEMICALS, INC. ("Grantor") and 739 INDEPENDENCE LLC ("Grantee"), recorded under Harris County Clerk's File No. RP-2019-____. (To be recorded)

RP-2019-146825

RP-2019-146825

Pages 6

04/11/2019 01:21 PM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

DIANE TRAUTMAN

COUNTY CLERK

Fees \$32.00

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.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

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.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS

GEO SPECIALTY CHEMICALS, INC., an Ohio corporation, hereinafter referred to as "Grantor", whether one or more, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL AND CONVEY to 739 INDEPENDENCE LLC, a Texas limited liability company, hereinafter referred to as "Grantee," whether one or more, whose address is 18W140 Butterfield Road, One Lincoln Center, Suite 750, Oakbrook Terrace, Illinois 60181, that certain one (1) foot wide strip of land located along the westerly right of way line of Independence Parkway in Harris County, Texas, and more particularly described to wit (the "Property"):

See Exhibit A attached hereto.

This conveyance is made and accepted subject to (a) all and singular non-delinquent ad valorem taxes for the current year and for all subsequent years; (b) zoning and building ordinances, codes, rules and regulations, if any; (c) non-delinquent utility district assessments and standby fees, if any, applicable to and enforceable against the Property; (d) non-delinquent maintenance assessment liens, if any, applicable to and enforceable against the Property as shown by the records of the Clerk of Harris County, Texas; (e) any statutory water rights, or the rights or interests of the State of Texas or the public generally in any waters, tidelands, beaches and streams being situated in proximity to the Property; and (f) the matters set forth on Exhibit B attached hereto (the "Permitted Exceptions"), to the extent the same are still in force and effect.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the above named Grantee and Grantee's heirs, successors and assigns forever. Grantor does bind Grantor and Grantor's heirs, successors and assigns to WARRANT AND DEFEND, all and singular, the said Property unto the said Grantee and Grantee's heirs, successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Grantor reserves, however, for Grantor and Grantor's successors and assigns, a perpetual easement on, over, across and under the Property hereby conveyed for vehicular and pedestrian ingress and egress to and from Grantor's land adjoining the Property ("Grantor's Property") and the public right of way adjoining the Property, for the maintenance, installation and repair of utilities serving the Grantor's land adjoining the Property. The aforesaid easement shall include the use by Grantor and Grantor's successors and assigns of the surface and subsurface of the Property and the right to maintain, construct, install and replace improvements such as driveways or sidewalks on the surface of the Property (but Grantor shall not construct any buildings or other material structures upon the Property) and utility lines and drainage or other facilities in the subsurface of the Property in connection therewith the aforesaid uses. Grantor and Grantor's successors and assigns shall also have an easement and right to use the surface of the Property

FILED BY
ALAMO TITLE COMPANY
1808401

RP-2019-146826

for the maintenance of lawns and other landscaping. The easements reserved unto Grantor and Grantor's successors and assigns herein are appurtenant to and run with Grantor's Property and all portions of it, whether the easement is referenced in any conveyance of Grantor's Property or any portion of it. The easement binds and inures to the benefit of Grantor and Grantor's successors and assigns. Grantor and Grantor's successors and assigns shall have the right to convey to others from time to time the right to use all or part of the easements reserved herein in conjunction with Grantor so long as such further conveyance is subject to the terms set forth herein.

This conveyance is further subject to the reservation set forth on Exhibit C attached hereto and incorporated herein by this reference.

[Signature appears on following page.]

GRANTOR:

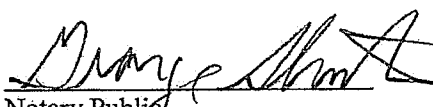
GEO SPECIALTY CHEMICALS, INC.,
an Ohio corporation

By: 

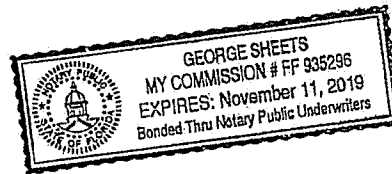
Randall R. Lay, Executive VP and CFO

FLORIDA
STATE OF OHIO)
COUNTY OF Pinellas) SS:

The foregoing instrument was acknowledged before me this 02 day of April, 2019, by Randall R. Lay, the Executive VP and CFO of GEO Specialty Chemicals, Inc., an Ohio corporation, on behalf of the corporation.


Notary Public

AFTER RECORDING RETURN TO:
Kris E. Curran, Esq.
Nixon Peabody LLP
70 West Madison, Suite 3500
Chicago, IL 60602



RP-2019-146826

EXHIBIT A

Description of the Property

All that certain 710 square feet tract of land out of the George Ross Survey, A- 646 being a portion of that certain 108.499 acre tract of land described in a deed dated 11-01-2005 from Hampshire Chemical Corp. to GEO Specialty Chemicals, Inc. filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number Y871006, being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

Commencing at a found 1" aluminum disk in the west right-of-way line of Independence Parkway (120' wide) marking the northeast corner of said 108.499 acre tract; THENCE S 02°24'59" E - 853.74', with said west right-of-way line to a set 5/8" iron rod marking the POINT OF BEGINNING of the herein described tract having grid coordinates of Y=13828939.79, X=3209405.15;

THENCE S 02°24'59" E - 709.90', continuing with said west right-of-way line to a set 5/8" iron rod with cap for corner;

THENCE S 87°09'17" W -1.00' to a to a set 5/8" iron rod with cap for corner;

THENCE N 02°24'59" W - 709.90' to a to a set 5/8" iron rod with cap for corner;

THENCE N 87°16'46" E -1.00' to the POINT OF BEGINNING containing 710 square feet, (0.0163 acres) of land more or less.

RP-2019-146826

EXHIBIT B
Permitted Exceptions

1. Taxes and assessments for 2019 and subsequent years.
2. A pipeline right-of-way and easement over and across the subject tract, being granted to Houston Natural Gas Corporation by instrument recorded in Volume 3460, Page 236 of the Deed Records of Harris County, Texas.
3. A pipeline right-of-way and easement 20 feet in width over and across the subject tract, being granted to United Gas Pipe Line Company by instrument recorded under Clerk's File No. C991483 of the Real Property Records of Harris County, Texas.
4. Subject to easements as set forth in instrument recorded under Clerk's File No. H342805 and assignment as reflected in instrument recorded under Clerk's File No. M572663 of the Real Property Records of Harris County, Texas.
5. Easements, Terms, Conditions and Stipulations as set forth in instrument recorded under Clerk's File No. K515255 of the Real Property Records of Harris County, Texas, as affected by instrument recorded under Clerk's File No. K515254 of the Real Property Records of Harris County, Texas.
6. Easements as granted to Houston Lighting and Power Company as set forth and reflected in the instrument recorded under Clerk's File No. M051326 of the Real Property Records of Harris County, Texas.
7. Terms, conditions and stipulations, together with all easements, as set forth and described in that certain Pipeline Right-of-Way and Easement, granted to PRAXAIR, INC., recorded under Harris County Clerk's File No. Y043420.
8. ½ of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in the instrument recorded under Clerk's File No. B-530109 of the Real Property Records of Harris County, Texas, subject to partial waiver of surface rights as set forth in the instrument recorded under Clerk's File No. D349914 of the Real Property Records of Harris County, Texas. Reference to which instrument is here made for particulars.
9. ½ of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in the instrument recorded under Clerk's File No. F425303 of the Real Property Records of Harris County, Texas. Said instrument sets forth specifics under (q) in said instrument, subject to designation of drill sites identical to those referred to in the instrument recorded under Clerk's File No. D349914 of the Real Property Records of Harris County, Texas. Reference to which instrument is here made for particulars.
10. Matters that would be disclosed by survey.

RP-2019-146826

EXHIBIT C
Reservation

The Grantor hereby reserves all of the Mineral Estate (as hereinafter defined) in the Property owned by Grantor. As used herein, "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property; any royalty under any existing or future mineral lease covering any part of the Property; executive rights (including the right to sign a mineral lease covering any part of the Property); implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate includes water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, and the use of the surface of the Property or the use of surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.

RP-2019-146826

RP-2019-146826
Pages 7
04/11/2019 01:21 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$36.00

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.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2019-146826

CITY OF DEER PARK

ReZoning



LN-002121-2019

PERMIT #: LN-002121-2019

ISSUED DATE: October 02, 2019

PROJECT ADDRESS: 1155 INDEPENDENCE PKWY

OWNER NAME: Chad Parish

ADDRESS: 2101 City West Blvd First Floor

CITY: HOUSTON

STATE: TX

ZIP: 77042

PROJECT:

EXPIRATION DATE: October 01, 2020

CONTRACTOR:

CITY:

STATE:

ZIP:

PHONE:

PROJECT DETAILS

PROPOSED USE:

DESCRIPTION: Request For Re-Zoning Of 12.163
Acres On Independence Pkwy

SQ FT:

0

VALUATION:

\$ 0.00

PERMIT FEES

TOTAL FEES: \$ 1,000.00

PAID: \$ 1,000.00

BALANCE: \$ 0.00

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

NOTICE

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

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

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

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT

DATE

APPROVED BY

DATE

TO SCHEDULE NEXT DAY INSPECTIONS CALL BY 4PM 281-478-7270

ALL REINSPECTIONS ARE SUBJECT TO A \$45.00 REINSPECTION FEE

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

710 E San Augustine Deer Park, TX 77536 Fax 281-478-0394
www.deerparktx.gov/publicworks

Larry Brotherton

From: Larry Brotherton
Sent: Friday, September 27, 2019 11:53 AM
To: Chad Parrish
Subject: RE: Address for Phase II

I will get with our GPS guy in IT. I do not know if it will be today or Monday, but I will let you know

Larry Brotherton
Chief Building Official
Deer Park, Texas
281-478-7237

From: Chad Parrish <CParrish@moltoproperties.com>
Sent: Friday, September 27, 2019 11:20 AM
To: Larry Brotherton <lbrotherton@deerparktx.org>
Subject: RE: Address for Phase II

Hi Larry,

I do think it should be changed. The 739 Independence address is the one used by GEO Specialty Chemical. We are going to have two new buildings and a sub-divided parcel with two lots. The property due south uses 501 Independence Parkway. The property due north uses 739 so we need to be somewhere in between.

Maybe we call the bigger building 555 and the smaller one 655? What do you think?

Chad Parrish
Vice President
Molto Properties
2101 CityWest Blvd
Houston, Texas 77042

D: 832-710-3095
C: 312-502-5756
cparrish@moltoproperties.com

From: Larry Brotherton <lbrotherton@deerparktx.org>
Sent: Thursday, September 26, 2019 8:10 AM
To: Chad Parrish <CParrish@moltoproperties.com>
Subject: RE: Address for Phase II

What about the existing 739 Molto site? Is that going to have to be changed?

Larry Brotherton
Chief Building Official
Deer Park, Texas
281-478-7237

From: Chad Parrish <CParrish@moltoproperties.com>
Sent: Wednesday, September 25, 2019 9:59 PM
To: Larry Brotherton <lbrotherton@deerparktx.org>
Subject: Address for Phase II

Larry

I am suggesting 1155 Independence Parkway or 1175 Independence Parkway for the Phase II site.

I looked up the addresses across the street and they range from 1130 to 1230.

Whichever you prefer, I am good with. Thanks

Chad

Chad Parrish
Vice President
Molto Properties
2101 CityWest Blvd
Houston, Texas 77042

D: 832-710-3095
C: 312-502-5756
cparrish@moltoproperties.com

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City of Deer Park

710 E SAN AUGUSTINE
DEER PARK, TX 77536

Legislation Details (With Text)

File #: MIN 20-002 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 12/27/2019 **In control:** City Council
On agenda: 1/7/2020 **Final action:**
Title: Approval of minutes of workshop meeting on December 17, 2019.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_121719](#)

Date	Ver.	Action By	Action	Result
1/7/2020	1	City Council		

Approval of minutes of workshop meeting on December 17, 2019.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON DECEMBER 17, 2019, BEGINNING AT 6:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.
SHERRY GARRISON
TJ HAIGHT
TOMMY GINN
BILL PATTERSON
RON MARTIN
RAE SINOR

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAMES STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the workshop to order at 6:30 p.m.
2. COMMENTS FROM AUDIENCE – No comments received.
3. EXECUTIVE SESSION – POTENTIAL LITIGATION – Mayor Mouton recessed the workshop meeting at 6:30 p.m. for an Executive Session.
4. RECONVENED – Mayor Mouton reconvened the workshop meeting at 6:57 p.m.
5. DISCUSSION OF ISSUES RELATING TO THE NEW STRATEGIC PLAN REPORTING FORMAT – Assistant City Manager Gary Jackson gave an overview of the streamline process for the new reporting format and the priorities Council set after the prioritization process that identified six areas of emphasis along with the other strategies in the respected area. Quarterly meetings for team leaders will be set to be able to discuss all of the goals and steps towards achieving the strategies that have been identified. Next year will be the first annual report where Staff will present the goals that have been met for the Strategic Plan that were organized and ranked from highest to lowest within each area of emphasis to Council. (Exhibit A1-A5)

6. DISCUSSION OF ISSUES RELATING TO THE QUARTERLY FINANCIAL REPORT FOR THE FISCAL YEAR 2018-2019 FOURTH QUARTER ENDED SEPTEMBER 30, 2019 – Finance Director Donna Todd gave an overview of the preliminary and unaudited results for the fiscal year (October 2018 – September 2019) and highlighted the expenditures and revenues of each fund. The revenue and expenditure accounts for all funds do not yet include final entries for year-end accruals, interfund transfers, or final audit adjustments. The auditors plan to begin the final audit work in mid-January 2020 and the final results of the FY 2018-2019 audit will be presented to City Council no later than the March 17, 2020 meeting.
7. DISCUSSION OF ISSUES RELATING TO A RECOMMENDATION FROM THE TOURISM COMMITTEE REGARDING SPONSORSHIP OF THE 2020 SAN JACINTO DAY FESTIVAL (HOTEL OCCUPANCY TAX FUNDS) – Public Relations/ Marketing Specialist Kristin Callahan gave an overview of the \$10,000 the City of Deer Park has allocated in hotel occupancy tax funds for sponsorship of the annual San Jacinto Day Festival and Battle Re-enactment. A third party marketing firm, Manlove Marketing, is making some significant changes to the format of the event that includes a \$10 charge for parking, as well as changes to the event with small re-enactments planned throughout the day. A recommendation from the Tourism Committee is that City Council follow through with providing the budgeted \$10,000 in support of the event.
8. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:15 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



City of Deer Park

710 E SAN AUGUSTINE
DEER PARK, TX 77536

Legislation Details (With Text)

File #: MIN 20-001 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 12/27/2019 **In control:** City Council
On agenda: 1/7/2020 **Final action:**
Title: Approval of minutes of regular meeting on December 17, 2019.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_121719](#)

Date	Ver.	Action By	Action	Result
1/7/2020	1	City Council		

Approval of minutes of regular meeting on December 17, 2019.

Summary:

Fiscal/Budgetary Impact:

None

Approval

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1747th 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 DECEMBER 17, 2019, AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.
SHERRY GARRISON
TJ HAIGHT
TOMMY GINN
BILL PATTERSON
RON MARTIN
RAE SINOR

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

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

John Matula, 801 Lanell Street, spoke in reference to agenda item #14 and commented, “Deer Park controls the behavior of its citizens by these fines. Substantially increasing the fine for keeping noisy animals would do much to restore tranquility for our fellow citizens that live near chronic barking dogs. Thank you for your commitment to improve our quality of life.”
5. CONSENT CALENDAR – Motion was made by Councilman Ginn and seconded by Councilman Patterson to approve the consent calendar as follows:
 - a. Approval of minutes of workshop meeting on December 3, 2019.
 - b. Approval of minutes of regular meeting on December 3, 2019.

- c. Authorization to seek bids for the new construction of the 1,200 square foot Dow Park Concession building.
- d. Authorization to seek bids for the removal of columns and drainage improvements at the Courts and Theater building.
- e. Authorization to purchase a 2020 GMC Sierra 2500 HD 2WD Crew Cab Pickup for the Parks Maintenance Division from Gunn Buick, GMC LTD via Buy Board Contract #601-19.
- f. Acceptance and release of retainage for the 18" Force Main Lining Rehabilitation Project.
- g. Acceptance of the Quarterly Financial Report for the Fiscal Year 2018-2019 fourth quarter ended September 30, 2019.

Motion carried 7 to 0.

- 6. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO PURCHASE A SCHWARZE MODEL A7 TORNADO REGENERATIVE AIR STREET SWEEPER FOR THE STREET MAINTENANCE DIVISION THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM – Motion was made by Councilman Patterson and seconded by Councilman Ginn to authorize the purchase a Schwarze Model A7 Tornado Regenerative Air Street Sweeper for the Street Maintenance Division through the Houston-Galveston Area Council Cooperative Purchasing Program. Motion carried 7 to 0.
- 7. CONSIDERATION OF AND ACTION ON A RESOLUTION REPLACING THE DISCIPLINE SECTION AND ADDING AN APPEALS SECTION OF THE EMPLOYEE PERSONNEL MANUAL – After a proposed resolution was read by caption, motion was made by Councilwoman Garrison and seconded by Councilwoman Sinor to adopt Resolution No. 2019-15, captioned as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK REPLACING THE PERSONNEL POLICY MANUAL OF THE CITY OF DEER PARK BY AMENDING SECTIONS RELATING TO EMPLOYEE DISCIPLINE/APPEAL POLICY.

Motion carried 7 to 0.

- 8. CONSIDERATION OF AND ACTION ON AND ORDINANCE AMENDING SECTION 78-110 OF THE CODE OF ORDINANCES AND SECTION 2.9 OF THE EMPLOYEE PERSONNEL MANUAL REGARDING HEALTHCARE BENEFITS FOR CITY OF DEER PARK RETIREES – After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Haight to adopt Ordinance No. 4129, captioned as follows:

AN ORDINANCE AMENDING SECTION 78-110 OF THE CITY OF DEER PARK CODE OF ORDINANCES AND SECTION 2.9 OF THE EMPLOYEE PERSONNEL MANUAL, REGARDING HEALTHCARE BENEFITS FOR CITY OF DEER PARK RETIREES.

Councilman Patterson asked, “Has this been run by all the employees?”

City Manager James Stokes responded, “Yes. Mr. Philibert wrote a memo and it went out to all the employees.”

Councilman Patterson asked, “Anything come back from that?”

Human Resources Director Bill Philibert responded, “No, we have had no feedback thus far.”

Motion carried 7 to 0.

9. CONSIDERATION OF AND ACTION ON AN ORDINANCE TO AMEND THE FY 2019-2020 BUDGET FOR HUMANE SERVICES – After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilman Patterson to adopt Ordinance No. 4130, captioned as follows:

AN ORDINANCE AMENDING THE 2019-2020 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.

10. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING THREE MEMBERS TO THE LIBRARY BOARD OF TRUSTEES – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Patterson to adopt Ordinance No. 4131, captioned as follows:

AN ORDINANCE APPOINTING THREE (3) MEMBERS OF THE BOARD OF TRUSTEES OF THE DEER PARK PUBLIC LIBRARY OF THE CITY OF DEER PARK, TEXAS; FIXING THEIR TERMS; RESERVING CERTAIN RIGHTS OF THE CITY COUNCIL.

Motion carried 7 to 0.

11. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING SECTION 110-166(A) (C) AND APPENDIX B OF THE CODE OF ORDINANCES INCREASING THE RATE FOR NON-CONSENT TOWS – After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Patterson to adopt Ordinance No. 4132, captioned as follows:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES SECTION 110, SUBSECTION 166 (A) AND (C) OF THE CITY OF DEER PARK, REGARDING

REGULATION OF WRECKERS FOR NON-CONSENT TOWS; AND
DECLARING AN EMERGENCY.

Motion carried 7 to 0.

12. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE CODE OF ORDINANCES AND ADOPTING A NEW FEES AND FINE SCHEDULE FOR THE DEER PARK MUNICIPAL COURT EFFECTIVE JANUARY 1, 2020 – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Patterson to adopt Ordinance No. 4133, captioned as follows:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF DEER PARK, AMENDING THE FINES FOR THE DEER PARK MUNICIPAL COURT AND SETTING AN EFFECTIVE DATE.

Motion carried 7 to 0.

City Council gave reflections on the past year and thanked all the Department Directors and Staff on a job well done and wished everyone a Merry Christmas and a Happy New Year.

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

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: TAXR 19-114 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 12/19/2019 **In control:** City Council
On agenda: 1/7/2020 **Final action:**
Title: Approval of tax refund to DFG Enterprises, LLC in the amount of \$1,652.83 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
1/7/2020	1	City Council		

Approval of tax refund to DFG Enterprises, LLC in the amount of \$1,652.83 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:

DFG Enterprises, LLC in the total amount of \$1,652.83 due to an overpayment (Acct. #105-305-000-0009).

Fiscal/Budgetary Impact: None.

Approve the tax refund to DFG Enterprises, LLC.



Legislation Details (With Text)

File #: BID 20-001 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 12/27/2019 **In control:** City Council
On agenda: 1/7/2020 **Final action:**
Title: Authorization to advertise and receive bids on the Rehabilitation of the Pasadena Blvd. 1-Million Gallon Water Ground Storage Tank
Sponsors: Public Works
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
1/7/2020	1	City Council		

Authorization to advertise and receive bids on the Rehabilitation of the Pasadena Blvd. 1-Million Gallon Water Ground Storage Tank

Summary: Dunham Engineering was hired to prepare the design, engineering plans and specifications for the rehabilitation of the Pasadena Blvd. 1-Million Gallon Water Ground Storage Tank. The project is now ready to go out for bids. The estimated cost of the project is \$505,000. Staff is requesting Council approval to move forward with this project.

Fiscal/Budgetary Impact: This project is being funded out of the Series 2017-A Certificates of Obligation Bond.

Recommend Council approval to advertise for public bids.



Legislation Details (With Text)

File #: CON 19006 **Version:** 1 **Name:**
Type: Contract **Status:** Agenda Ready
File created: 12/10/2019 **In control:** City Council
On agenda: 1/7/2020 **Final action:**
Title: Consideration of and action on an Amendment to the Solid Waste Disposal Agreement with Waste Management.
Sponsors: City Manager's Office, Public Works
Indexes:
Code sections:
Attachments: [deer park disposal am cl 12.6.19](#)

Date	Ver.	Action By	Action	Result
1/7/2020	1	City Council		

Consideration of and action on an Amendment to the Solid Waste Disposal Agreement with Waste Management.

Summary:

On February 1, 2015, the City entered into a Solid Waste Disposal Agreement with Waste Management. That agreement runs through January 31, 2020. It is recommended that contract be amended (see attached) to add an additional five (5) years, running through January 31, 2025. Refuse collected by the City will continue being deposited at the Baytown Landfill, while Type IV construction and demolition debris will continue being disposed at the Greenshadows Landfill in Pasadena.

The base rate of the new contract for disposal of household solid waste is \$7.36 per cubic yard, and the base rate for sludge disposal is \$13.85 per cubic yard. The base rate for disposal of construction and demolition debris is \$7.25 per cubic yard. These rates are independent of any taxes, fees, and related government charges. The amended contract, as was the case with the current contract, calls for annual CPI-based increases to the base rates. Rates are subject to adjustment on February 1st of each successive year.

Fiscal/Budgetary Impact:

The FY 2019-2020 budget allocates \$600,000 for disposal fees.

Approval is recommended.

FIRST AMENDMENT TO SOLID WASTE DISPOSAL AGREEMENT

This “**FIRST AMENDMENT TO THE SOLID WASTE DISPOSAL AGREEMENT**” (“this Amendment”) is entered into as of the ____ day of _____, 2020, by and between THE CITY OF DEER PARK, TEXAS, a Texas Municipal corporation, hereinafter called the “City”, and WASTE MANAGEMENT OF TEXAS, INC. and its affiliates and subsidiaries, including USA WASTE OF TEXAS LANDFILLS, INC., a Texas corporation, and hereinafter called the “Contractor”.

WITNESSETH:

WHEREAS, the City and Contractor have previously entered into a Solid Waste Disposal Agreement, effective February 1, 2015 (the “Contract”), whereby Contractor agreed to accept and dispose of Acceptable Waste delivered by or on behalf of the City, as more particularly set forth in the Contract; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. The term of this Amendment shall commence on February 1, 2020 (“Commencement Date”) and continue for a period of five (5) years until January 31, 2025. The term may be renewed upon the written mutual agreement of the parties made at least 30 days before the end of the then current term.
2. Section 3 of the Contract entitled “Compensation to Contractor,” shall be amended as follows effective February 1, 2020:

The City agrees to pay the Contractor the following fees for disposal of waste materials:

(A) Regular Solid Waste: As a base fee, the sum of \$7.36 per cubic yard for municipal solid waste, plus the amount of any separate fees imposed on the Contractor by the State of Texas. Solid waste to be disposed of at Baytown Landfill.

(B) Sludge: As a base fee, the sum of \$13.85 per cubic yard for dewatered waste water sludge, plus the amount of any separate fees imposed on the Contractor by the State of Texas. Sludge to be disposed of at Baytown Landfill.

(B-1) Construction and Demolition Debris: As a base fee, the sum of \$7.25 per cubic yard for construction and demolition debris. C&D to be disposed at Greenshadows Landfill.

(C) On February 1 of each year during the term of the Contract, the parties agree to adjust the base fee for each waste material type by the same percentage that the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100) (the “C.P.I.”) shall have increased during the preceding twelve months of available published CPI data. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish this C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then

available so as to carry out the intent of this provision. In addition, Contractor may also increase such base fee to reflect any increases in taxes, fees and other governmental charges (including, without limitation, changes in the TCEQ fees), required by federal, state or local law, regulation, rule, ordinance or permit condition that becomes effective or is implemented after the effective date of this Agreement, and such increases shall be effective upon the date such tax or other charge or increase takes effect.

(C-1) On February 1 of each year during the term of this Contract, the parties agree that the base fee for each waste material type shall be adjusted by the average percentage change in the cost of fuel during the most recently published and available 12-month period using the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The average will be computed by calculating the changes in the EIA/DOE price each month during the applicable 12-month period.

3. Nothing contained herein shall be deemed to amend or modify the Contract except as expressly set forth herein. In the event of a conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above:

CITY:

CONTRACTOR:

CITY OF DEER PARK, TEXAS

**WASTE MANAGEMENT OF
TEXAS, INC.**

By:_____

By:_____

Its:_____

Its: _____



Legislation Details (With Text)

File #: AGR 20-003 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 12/31/2019 **In control:** City Council
On agenda: 1/7/2020 **Final action:**
Title: Consideration of and action on entering into an agreement with Brown Reynolds Watford Architects, Inc. for professional services for the conceptual design, programming, and master planning of the Jimmy Burke Activity Center and surrounding City property.

Sponsors:

Indexes:

Code sections:

Attachments: [AGREEMENT FOR ARCHITECTURAL SERVICES BRW Architects 12.16.pdf](#)

Date	Ver.	Action By	Action	Result
1/7/2020	1	City Council		

Consideration of and action on entering into an agreement with Brown Reynolds Watford Architects, Inc. for professional services for the conceptual design, programming, and master planning of the Jimmy Burke Activity Center and surrounding City property.

Summary: Brown Reynolds Watford Architects, Inc. (BRW) is proposed to be hired for professional services for the development of conceptual design(s) of a new Jimmy Burke Activity Center and master plan of the surrounding City property (sports complexes). Scope of services will include site analysis, programming, conceptual design, computer imaging, cost proposals and other design elements as required to perform and complete the scope of work and services specifically identified in this agreement under "Schedule A - Scope of Work".

The proposed project consists of providing a Feasibility Study and Building Assessment - Jimmy Burke Activity Center and Surrounding Area to determine the appropriate building and facility improvements, and budgets to develop a new activity center as well as a master plan for continued development of the 45-acre Minchen Athletic Complex and surrounding Area. The study will provide several options of how the new Activity Center could be used throughout the year as well as possible phasing options for further development of the Athletic Complex. The athletic park assessment will analyze the existing athletic complex and determine several possible locations for the new Activity Center. BRW Architects will analyze the existing athletic complex to studying vehicle traffic and parking, pedestrian circulation, way finding, restroom facilities, hardscape deficiencies, landscape deficiencies, building and fire code deficiencies, as well as ADA deficiencies.

The proposed agreement does not include any construction design or construction administration services as no funding is allocated for these services or for construction.

Fiscal/Budgetary Impact:

\$ 50,000 Funds allocated in Capital Improvements Fund in FY19-20 budget

\$ 26,400 Professional Services Expenses: BRW

\$ 23,600 Remaining funds for professional service for the Jimmy Burke Activity Center.

Authorize entering into an agreement with Brown Reynolds Watford Architects, Inc. or professional services for the conceptual design, programming, and master planning of the Jimmy Burke Activity Center and surrounding City property.

AGREEMENT FOR ARCHITECTURAL SERVICES

Feasibility Study and Building Assessment - Jimmy Burke Activity Center and Surrounding Area

This Agreement is made and entered into in Deer Park, Harris County, Texas on the **15** day of **October 2019**; by and between

The City of Deer Park, a Municipal Corporation in the State of Texas

And

Brown Reynolds Watford Architects, Inc. (BRW Architects), ARCHITECT(s) duly licensed, and practicing under the laws of the State of Texas.

Said Agreement being executed by the City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by the ARCHITECT for ARCHITECTURAL services hereinafter set forth in connection with the above-designated Project for the City of Deer Park.

DEER PARK retains **Brown Reynolds Watford Architects, Inc. (BRW Architects)** to perform ARCHITECTURAL services related to the design and construction of the **Feasibility Study and Building Assessment - Jimmy Burke Activity Center and Surrounding Area** in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

ARTICLE 1. SCOPE OF WORK

- 1.1 ARCHITECT will provide ARCHITECTURAL, design, consultation, project management, and other services as required to perform and complete the Scope of Work & Services specifically identified in Attachment A of this Agreement. The Services Scope of Work (the "Work") and the time schedules set forth in Attachment A are based on information provided by DEER PARK and ARCHITECT. The schedule of milestones and deliverables are essential terms of this Agreement.
- 1.2 If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by DEER PARK, or if DEER PARK directs ARCHITECT to change the original Scope of Work shown in Attachment A, a written amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be executed by DEER PARK and ARCHITECT.

ARTICLE 2. COMPENSATION

- 2.1 ARCHITECT bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort (“Schedule of Rates”) attached as Attachment B of this Agreement. As requested, ARCHITECT has provided an estimate of the fees for the Work amounting to **\$26,400**. ARCHITECT will not exceed that estimate without prior approval from DEER PARK. ARCHITECT will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.
- 2.2 ARCHITECT will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ARCHITECT’S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ARCHITECT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK’S RESPONSIBILITIES

- 3.1 DEER PARK will designate in writing the person or persons with authority to act on DEER PARK’S behalf on all matters concerning the work to be performed.
- 3.2 DEER PARK will furnish to ARCHITECT all existing studies, reports, data and other information available to DEER PARK necessary for performance of the Work, authorize ARCHITECT to obtain additional data as required, and furnish the services of others where necessary for the performance of the Work. ARCHITECT will be entitled to use and rely upon all such information and services.
- 3.3 Where necessary to performance of the Work, DEER PARK shall arrange for ARCHITECT to have access to any site or property.

ARTICLE 4. PERFORMANCE OF SERVICE

- 4.1 ARCHITECT’S services will be performed within the schedule and time period set forth in Attachment A.
- 4.2 ARCHITECT shall perform the Work, and any additional services as may be required, for the development of the Project to completion.
- 4.3 If required, additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.
- 4.4 If any time period within or date by which any of ARCHITECT’S services are to be performed is exceeded for reasons outside of ARCHITECT’S reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5. CONFIDENTIALITY

- 5.1 ARCHITECT will hold confidential all information obtained from DEER PARK, not previously known by ARCHITECT or in the public domain.

ARTICLE 6. STANDARD OF CARE & WARRANTY

- 6.1 Standard of Care. In performing services, ARCHITECT agrees to exercise professional judgment, made on the basis of the information available to ARCHITECT, and to perform its ARCHITECTURAL services with the professional skill and care of competent design professionals practicing in the same or similar locale and under the same or similar circumstances and professional license. ARCHITECT also agrees to perform its ARCHITECTURAL services as expeditiously as is prudent considering this standard of care. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.
- 6.2 Warranty. If any failure to meet the foregoing standard of care Warranty appears during one year from the date of completion of the service and ARCHITECT is promptly notified thereof in writing, ARCHITECT will at its expense re-perform the nonconforming work.
- 6.3 The foregoing Warranty is the sole and express warranty obligation of ARCHITECT and is provided in lieu of all other warranties, whether written, oral, implied or statutory, including any warranty of merchantability. ARCHITECT does not warrant any products or services of others. ARCHITECT, however, expressly acknowledges that these warranty obligations do not eliminate the applicability of the standard of care to all of its work and that the OWNER may still retain remedies against ARCHITECT following the expiration of the warranty period in contract, tort, or otherwise as the law allows.

ARTICLE 7. INSURANCE

- 7.1 ARCHITECT will procure and maintain insurance as required by law. At a minimum, ARCHITECT will have the following coverage:
- (1) Workers compensation and occupational disease insurance in statutory amounts.
 - (2) Employer's liability insurance in the amount of \$1,000,000.
 - (3) Automobile liability in the amount of \$1,000,000.
 - (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
 - (5) Professional errors and omissions insurance in the amount of \$1,000,000.

7.2 ARCHITECT has provided a Statement of Insurance to DEER PARK demonstrating and reflecting that ARCHITECT has procured and maintains insurance coverage in accordance with the requirements stated above. That Statement of Insurance is Attachment C of this Agreement.

ARTICLE 8. INDEMNITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, ARCHITECT SHALL INDEMNIFY, AND HOLD HARMLESS THE CITY OF DEER PARK, ITS OFFICERS, OFFICIALS, AGENTS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LAWSUITS, JUDGEMENTS, FINES, PENALTIES, OR LIABILITY INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, OR OTHER HARM IS CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE INDEMNITOR EXERCISES CONTROL.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ARCHITECT AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ARCHITECTS LIABILITY.

8.2 ARCHITECT agrees to and shall contractually require its consultants and subcontractors of any tier to assume the same indemnification obligations to Indemnities as stated herein.

ARTICLE 9. OWNERSHIP OF DOCUMENTS

9.1 As long as DEER PARK is current in the payment of all undisputed invoices, all work product prepared by the ARCHITECT pursuant to this Agreement, including, but not limited to, all Contract Documents, Plans and Specifications and any computer aided design, shall be the sole and exclusive property of DEER PARK, subject to the ARCHITECT's reserved rights.

9.2 ARCHITECT's technology, including without limitation customary techniques and details, skill, processes, knowledge, and computer software developed or acquired by ARCHITECT or its Consultants to prepare and manipulate the data which comprises the instruments of services shall all be and remain the property of the ARCHITECT.

ARTICLE 10. INDEPENDENT CONTRACTOR

- 10.1 The ARCHITECT is an independent contractor and shall not be regarded as an employee or agent of the DEER PARK.

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 11.1 The ARCHITECT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

ARTICLE 12. SAFETY

- 12.1 DEER PARK shall inform the ARCHITECT and its employees of any applicable site safety procedures and regulations known to DEER PARK as well as any special safety concerns or dangerous conditions at the site. The ARCHITECT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.
- 12.2 ARCHITECT shall not have any responsibility for overall job safety at the site. If in ARCHITECT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ARCHITECT may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, ARCHITECT may in its discretion terminate its performance, in which event, DEER PARK shall pay for services and termination expenses as provided in Article 18.

ARTICLE 13. LITIGATION

- 13.1 At the request of DEER PARK, ARCHITECT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which DEER PARK is or becomes a party in connection with the work performed under this Agreement, unless DEER PARK and the ARCHITECT are adverse to one-another in any such litigation.
- 13.2 Any litigation arising out of this Agreement between DEER PARK and ARCHITECT shall be heard by the state district courts of Harris County.

ARTICLE 14. NOTICE

- 14.1 All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by electronic mail, facsimile, certified mail or courier to the address of the respective party or to such other address as such party may designate.

ARTICLE 15. TERMINATION

- 15.1 The performance of work may be terminated or suspended by DEER PARK, for any reason. Such suspension or termination shall be subject to notice of DEER PARK's election to either suspend or terminate the Agreement fifteen (15) days' prior to the effective suspension or termination date. The Notice shall specify the extent to which performance of work is suspended or terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by DEER PARK prior to the completion of services contemplated hereunder, ARCHITECT shall be paid for (i) the services rendered to the date of termination or suspension and reasonable services provided to effectuate a professional and timely project termination or suspension.

ARTICLE 16. SEVERABILITY

- 16.1 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 17. WAIVER

- 17.1 Any waiver by either party or any provision or condition of this Agreement shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

ARTICLE 18. GOVERNING LAW

- 18.1 This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas.

ARTICLE 19. CAPTIONS

- 19.1 The captions contained herein are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

ARTICLE 20. ENTIRE AGREEMENT

- 20.1 This Agreement, its articles, provision, terms, and attached Schedules represent the entire understanding and agreement between DEER PARK and ARCHITECT and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.

This Agreement is effective on the last day signed.

Brown Reynolds Watford Architects, Inc.

By 

Ray Holliday, AIA, ASLA, LI
Name

Principal
Title

October 17, 2019
Date

—

The City of Deer Park

By_____

Name_____

Title_____

Date_____

SCHEDULE A SCOPE OF WORK

The proposed project consists of providing **Feasibility Study and Building Assessment - Jimmy Burke Activity Center and Surrounding Area** to determine the appropriate building and facility improvements, and budgets to develop a new activity center as well as a master plan for continued development of the 45-acre Minchen Athletic Complex and surrounding Area. The study will provide several options of how the new Activity Center could be used throughout the year as well as possible phasing options for further development of the Athletic Complex. The athletic park assessment will analyze the existing athletic complex and determine several possible locations for the new Activity Center. BRW Architects will analyze the existing athletic complex to studying vehicle traffic and parking, pedestrian circulation, way finding, restroom facilities, hardscape deficiencies, landscape deficiencies, building and fire code deficiencies, as well as ADA deficiencies.

Comprehensive Facilities Study includes the following:

Activity Center

BRW Architects will provide conceptual design of the new Activity Center. The new Activity Center will consist of approximately 25,000 square feet of multi-use space to be used for various events throughout the year. The facility will also have a visitor center to aid in activities and current events as well as a museum reflecting the city's past. The building will be designed to current international and local codes. BRW will propose 3 possible solutions of various designs to meet the city's needs.

Master plan of the Athletic complex

BRW will analyze the characteristics of the site focusing in on the function of the site during normal usage as well as peak usage. We will review the vehicular circulation into, out of, and through the site during the day as well as projected traffic during large events. We will review sun angles, wind patterns, existing utilities, topography, existing vegetation, flood plain and drainage. BRW Architects will also analyze pedestrian circulation, way finding, restroom facilities, hardscape, landscape, building and fire code, as well as ADA.

For both Activity Center and Master Plan the following 5 services will be provided:

- 1. Site Analysis**

The Site Analysis will analyze the existing conditions of the site. BRW will provide summary report and a conceptual site plan drawing. We will also review city codes and ordinances for detention and building setbacks. BRW has a checklist of over 30 characteristics to analyze the existing site for compliance.

- 2. Programming**

BRW along with the City of Deer Park will develop a program of space needs for the new Activity Center and Athletic Complex Master Plan. The program will include a summary of each room and the proposed sizes. The program will be critical in examining the configuration of the building onto the site, such as public/private separation. The program will also include increased parking requirements, site lighting, additional sidewalks, landscaping, and hardscape.

- 3. Conceptual Design**

BRW will provide a conceptual floor plan with room layouts and sizes identified from programming. Included in conceptual design will be a site plan indicating drives and parking, and landscaping. A master plan for future development will also be included in conceptual services.

- 4. Computer Imaging**

Computer images will consist of up to four (4) 3-D computer images for the Activity Center and four (4) 3-D computer images of the Site and Master Plan design. The images will include building massing, materials, doors, windows, and other general detail information. The site will indicate hardscape vs plantings along with the sports fields as well as other details.

- 5. Cost Proposal**

Concept statement of probable cost forecasted for construction in 2020. Statement of probable cost will analyze construction costs as well as total project costs breakdown for the new Activity Center and Athletic Park improvements.

The first step in a feasibility study is developing programming. BRW, working with the City, will develop a program of spaces and needs for the new facility. BRW will compose a summary sheet listing the spaces, functions, amenities, special requirements, required adjacencies, type of lighting, outdoor furniture, signage, and proposed occupancy. BRW will also include a detailed summary of the proposed uses and spaces. BRW will provide 10 copies in a bound booklet.

Code research. BRW will research the International Building Code requirements as well as plumbing, electrical, lighting, and mechanical, site, floodplain, TAS, TX Dot, and TCEQ by identifying requirements and restrictions related to the new building.

Conceptual Design. BRW will provide three schemes for conceptual design of the facility. Upon review of the schemes, one of the schemes is selected for modification and further development in Conceptual Design. The Architect shall provide Conceptual Design Documents based on the mutually agreed-upon space program, schedule, and budget for the Cost of the Work. The documents shall establish the preliminary design illustrating the scale and relationship of the components. Upon refinement of the preferred conceptual scheme BRW will provide, a colored site plans, floor plans and exterior/interior 3-D images. BRW will submit 10 copies (11 x 17) of the conceptual designs for the Owner's review and comment.

Statement of Probable Cost. BRW will provide a statement of probable cost at the completion of Schematic Design, which will be a general estimate developed from several cost data bases including our own to determine the cost per square foot. BRW will submit 10 copies of the (8 ½ x 11) estimate.

Meetings / Presentations: We are anticipating two (2) visits for council presentations and five (5) visits for the data gathering design meetings for a total of 7 visits.

ARCHITECTURAL Services:

Brown Reynolds Watford Architects, Inc. (BRW Architects) presents this proposal to complete design ARCHITECTURAL and construction services. **Brown Reynolds Watford Architects, Inc. (BRW Architects)** will complete the following tasks:

1. Attend one site visit with City representatives for programming/preliminary design purposes.
2. Acquire and review any existing site topographical data to determine if additional data is needed.
3. Prepare a **Feasibility Study and Building Assessment** for the **Jimmy Burke Activity Center and Surrounding Area** project. The ARCHITECT report will determine the appropriate building and facility improvements, and budgets to develop a new Activity Center as well as a master plan for continued development of the 45-acre Minchen Athletic Complex. BRW Architects will utilize and make ready any existing City standard details as relative to the project.
4. See Attachment A for review schedule.
5. BRW Architects will make two (2) presentations to the City Council for their approval of the design. See Attachment A.
6. See Attachment A for deliverables.
7. ARCHITECT will provide design and technical support. The scope of this task includes coordination with the City on design issues as requested. BRW Architects will make two (2) presentations to the City Council for their approval of the design.
8. ARCHITECT will formally communicate with the City via e-mail on a weekly and monthly basis on the progress of the project and convey issues with their resolution.
9. See Attachment A for deliverables and schedule.
10. ARCHITECT will review and advise on any design modification or changes suggested by the City.

Design Completion:

Based on requirements provided by the City, ARCHITECT will complete necessary ARCHITECTURAL analyses and calculations to design the **Feasibility Study and Building Assessment - Jimmy Burke Activity Center and Surrounding Area** facility. ARCHITECT will hold a design review meeting with the City to refine all associated documents (i.e., drawings, specifications and all other necessary documents).

For the 30% design deliverable, the specification and plan sheets will include:

See Attachment A.

For the 60% design deliverable, the specification and plan sheets will include:

See Attachment A.

For the 90% design deliverable, the specification and plan sheets will include:

See Attachment A.

The 100% Analysis Report will include: Site Analysis, Programming, Conceptual Design, Computer Imaging and Cost Proposals. See Attachment A for the Deliverables.

SCHEDULE B

COMPENSATION AND RATES

Position	Rate
Principal	\$ 190.00
Project Manager	\$ 160.00
Senior ARCHITECT – MEP	\$ 140.00
Project ARCHITECT	\$ 120.00
ARCHITECT in Training	\$ 90.00
CAD Technician	\$ 75.00
Administration	\$ 60.00

COMPENSATION

- A. Payment for Architectural services is not to exceed an amount of **\$26,400.00** to be invoices monthly based on the percentage of the hourly not to exceed amount projected.
- B. Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as stated below.

Design of Master Plan

1. Site Analysis	\$1,200
2. Programming	\$800
3. Master Plan	\$4,200
4. Over all Site layout and 3-D Renderings	\$2,800
5. Estimated Construction costs	\$600
SUBTOTAL	\$9,600

Design of Activity Center

1. Site Options	\$800
2. Programming	\$1,600
3. Conceptual Design	\$5,400
4. Site Design and 3-D Renderings	\$4,600
5. Estimated Construction costs	\$1,200
SUBTOTAL	\$13,600

Write narratives and format the final report

SUBTOTAL	\$3,200
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NOT-TO-EXCEED BASIC SERVICES FEE

\$26,400

PROJECT SCHEDULE:

We anticipate the Feasibility Study to be completed in **90 calendar days** upon notice to proceed from the City of Deer Park.



Legislation Details (With Text)

File #:	RES 19-472	Version:	1	Name:	
Type:	Resolution	Status:		Agenda Ready	
File created:	12/13/2019	In control:		City Council	
On agenda:	1/7/2020	Final action:			
Title:	Consideration of and action on a Resolution to seek a Fiscal Year 2021 STEP Comprehensive Traffic Enforcement Grant.				
Sponsors:	Greg Grigg, Police				
Indexes:					
Code sections:					
Attachments:	2021 STEP Comp Budget Narrative 2021-DeerPark-S-1YG-00037 (2) Comp Full City Comp Zone 1 Comp Zone 2 Comp Zone 3 Mayor's Resolution STEP Comp FY 2021				

Date	Ver.	Action By	Action	Result
1/7/2020	1	City Council		

Consideration of and action on a Resolution to seek a Fiscal Year 2021 STEP Comprehensive Traffic Enforcement Grant.

The program will be focused on reducing the number of accidents, injuries, and fatalities in Deer Park through the overtime enforcement of traffic statutes and public awareness efforts during the period of time from October 1, 2020, through September 30, 2021, with a special emphasis on Christmas/New Year's, Spring Break, Memorial Day, Independence Day, and Labor Day. The grant will provide for approximately 1,130 hours of enforcement, primarily in Zones 1, 2, and 3 (see maps).

Summary:

This grant will provide approximately 1,130 hours of additional traffic enforcement primarily in those three zones identified as having extra justification for it with a special emphasis on Christmas/New Year's, Spring Break, Memorial Day, Independence Day, and Labor Day.

Fiscal/Budgetary Impact:

Fiscal year 2021 STEP grant will require in-kind match of approximately \$21,690.00 from the City of Deer Park, with TXDOT outlay of approximately \$54,595.20 for overtime salaries for a total grant

amount of \$76,285.20.

Approve Resolution to seek a Fiscal Year 2021 STEP Comprehensive Traffic Enforcement Grant.

STEP – Comprehensive 2021
City of Deer Park
Budget Narrative

(100) Expenditures for overtime are calculated as follows:

Officer Enforcement (TXDOT Salaries):	\$54,595.20
Sergeant Enforcement (Match Salaries):	\$13,737.00
Sergeant Supervision (Match Salaries):	\$7,953.00

Total Grant Funds:	\$76,285.20
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(200) Fringe Benefits: N/A

(300) Travel and Per Diem: N/A

(400) Equipment: N/A

(500) Supplies: N/A

(600) Contractual Services: N/A

(700) Other Miscellaneous: N/A

(800) Indirect Cost Rate: N/A

All PI&E materials will be provided by TXDOT at no cost to the City of Deer Park. Materials will be distributed to the public at local Deer Park events, schools, and activities as well as from an information kiosk in the lobby of the Deer Park Police Department.

All officer enforcement overtime (\$54,595.20) will be reimbursed by TXDOT, and equals 71.57% of the grant.

The City of Deer Park will contribute a total of \$21,690.00 toward in-kind match, which equals 28.43% toward the grant.

All total in-kind matching funds (\$21,690.00) will be derived from the below items:

- \$13,737.00 is salary match for Sergeant Enforcement.
- \$7,953.00 is salary match for Sergeant/ Supervisory overtime.

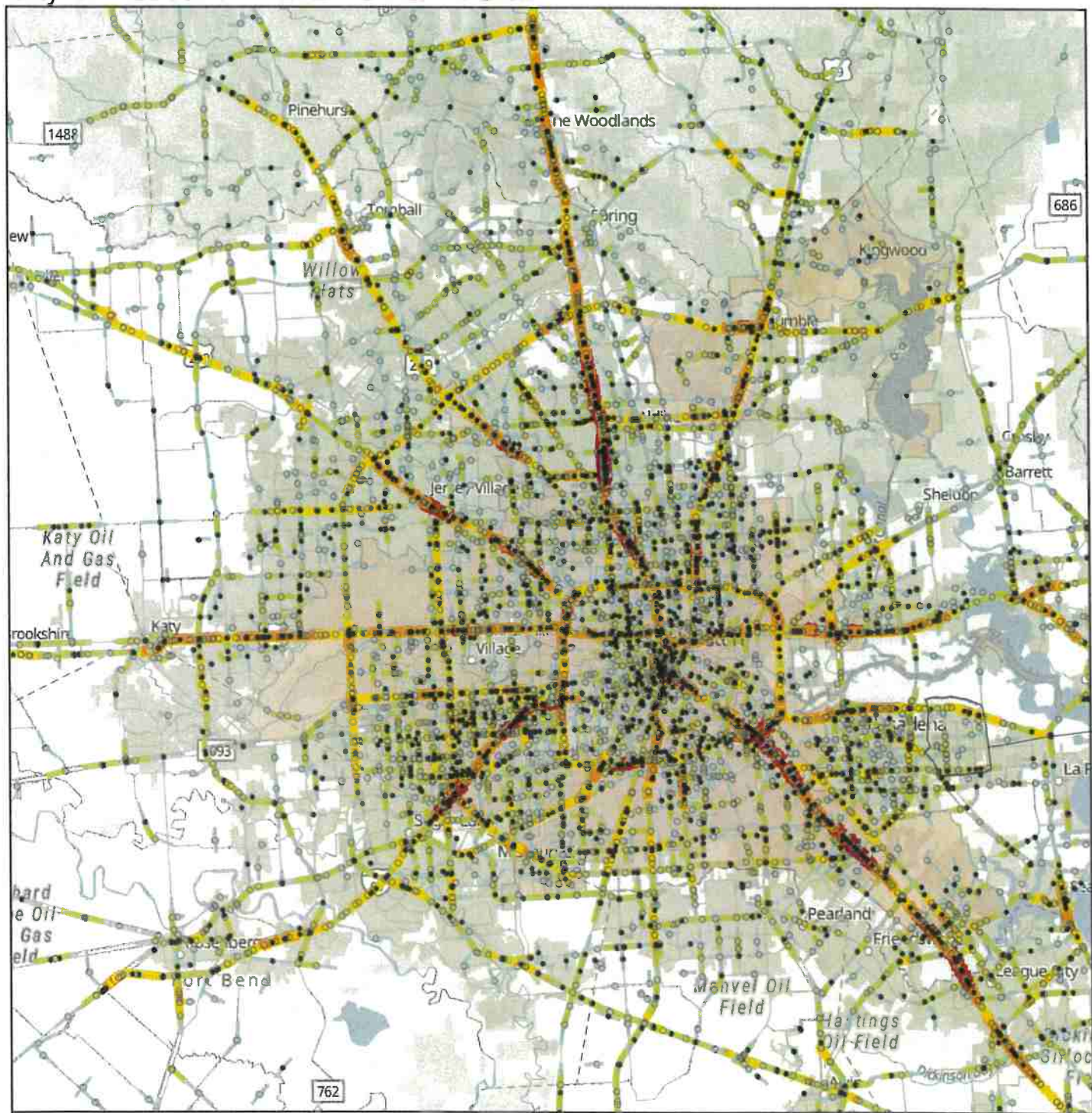
- **The grand total of this Grant Proposal/
Project is \$76,285.20**

Embedded Secure Document

The file <https://cityofdeerpark.legistar.com/View.ashx?M=F&ID=7966215&GUID=6B4B1972-BA5F-435D-A462-97BD7115665A> is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Houston FY2021 STEP-COMP



0 5 10 Miles



Fatal and Suspected Serious Injury (SSI) crashes used for analysis occurred from 8/1/2016 through 7/31/2019 and had valid coordinates; Data current as of 9/25/2019.

Zones are color-coded based on the number of Fatal/SSI crashes occurring within a one minute drive time.

Sources: TXDOT CRIS; TXDOT Roadway Inventory

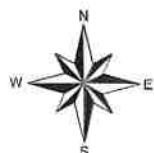
For information about this product or to request additional products for your area, please contact DPS at: TXHSOC.Requests@dps.texas.gov

Fatal/SSI Crash Locations:

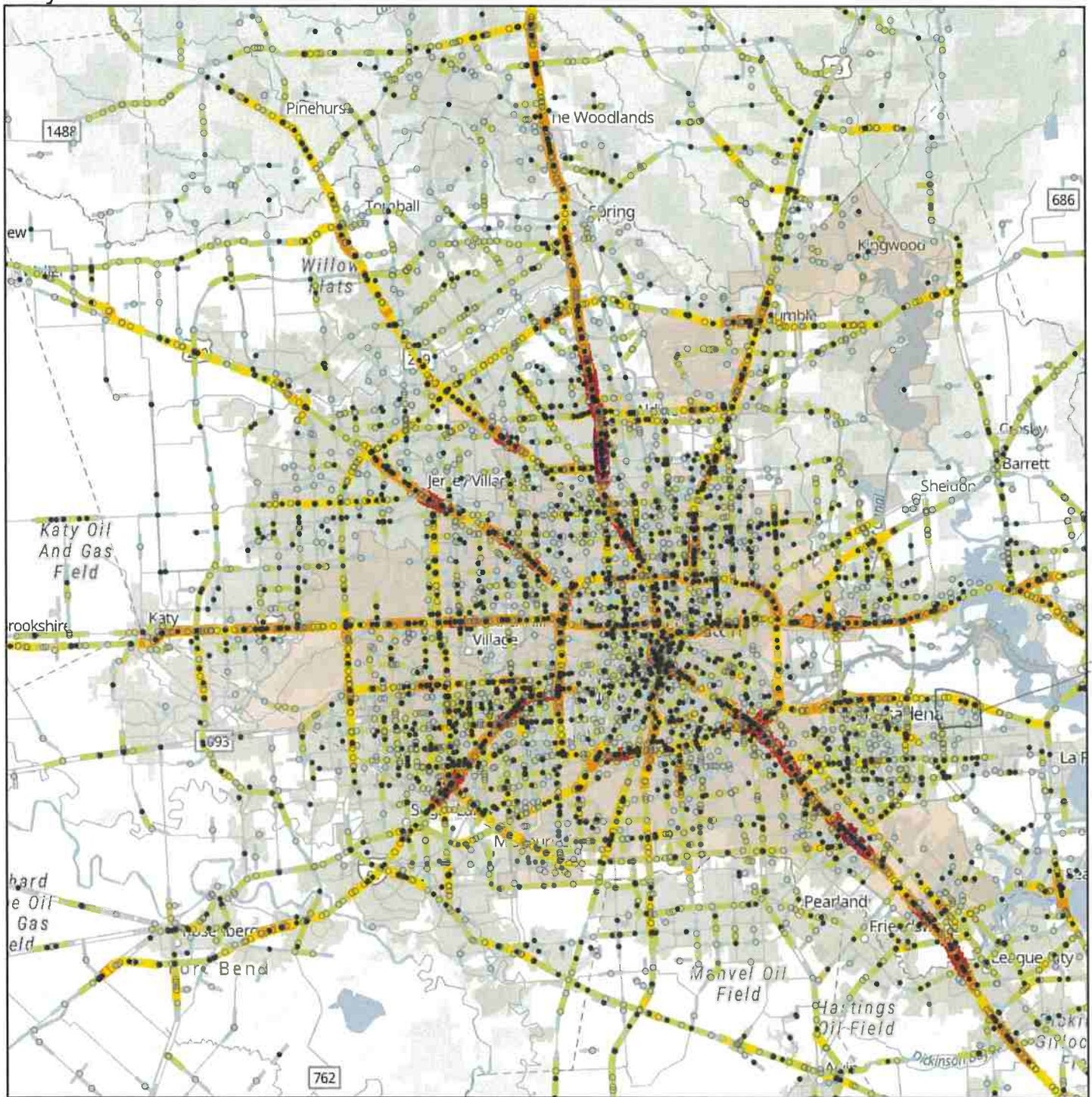
- Aug 2016 - July 2018
- Aug 2018 - July 2019

3YR Fatal/SSI Risk Zones:

- 1
- 2 - 5
- 6 - 10
- 11 - 20
- 21 - 30
- 31 - 61



City of Houston FY2021 STEP-COMP



0 5 10 Miles



Fatal and Suspected Serious Injury (SSI) crashes used for analysis occurred from 8/1/2016 through 7/31/2019 and had valid coordinates; Data current as of 9/25/2019.

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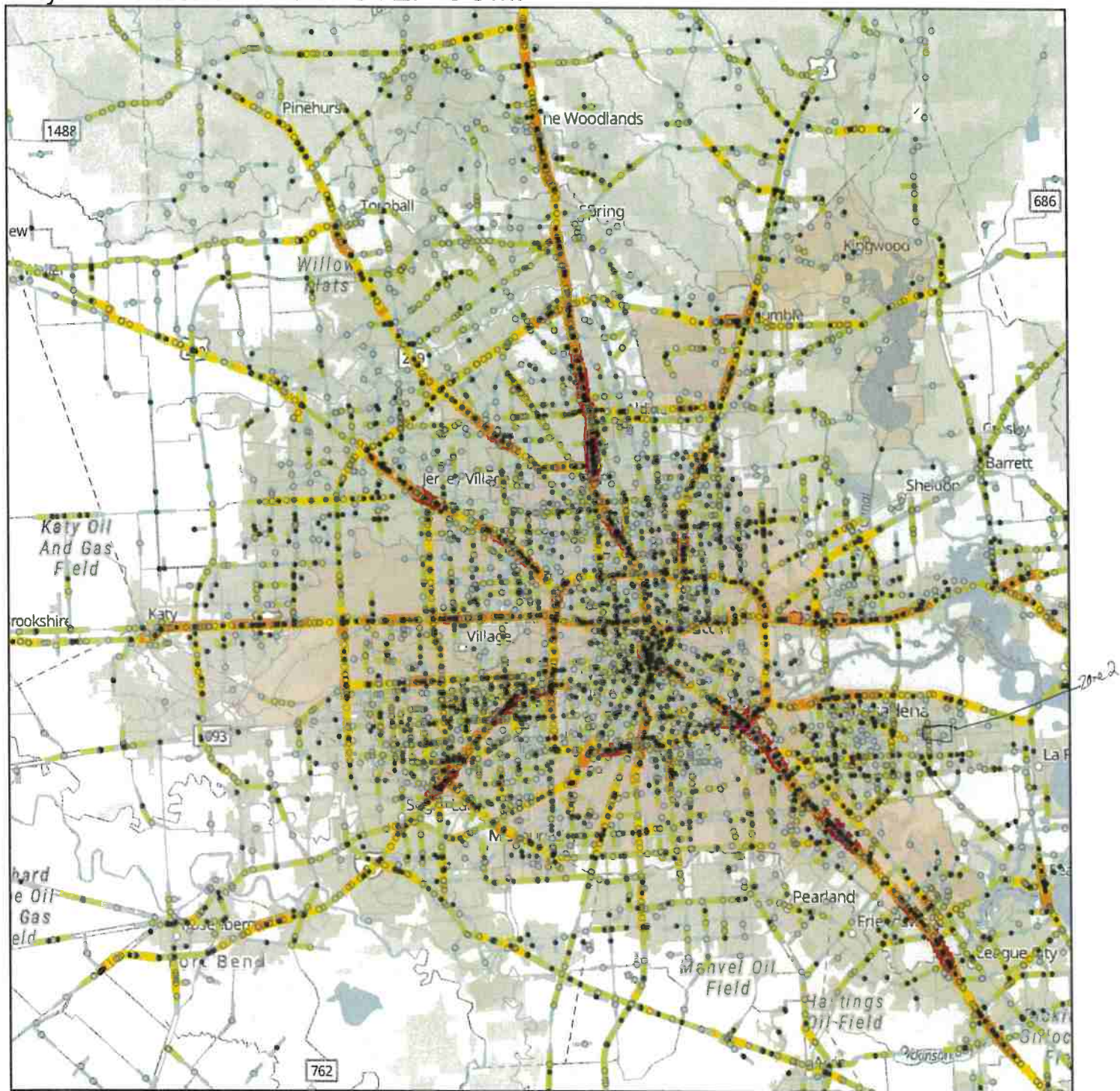
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City of Houston FY2021 STEP-COMP



0 5 10 Miles



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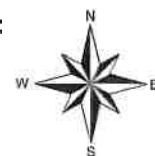
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Fatal/SSI Crash Locations:

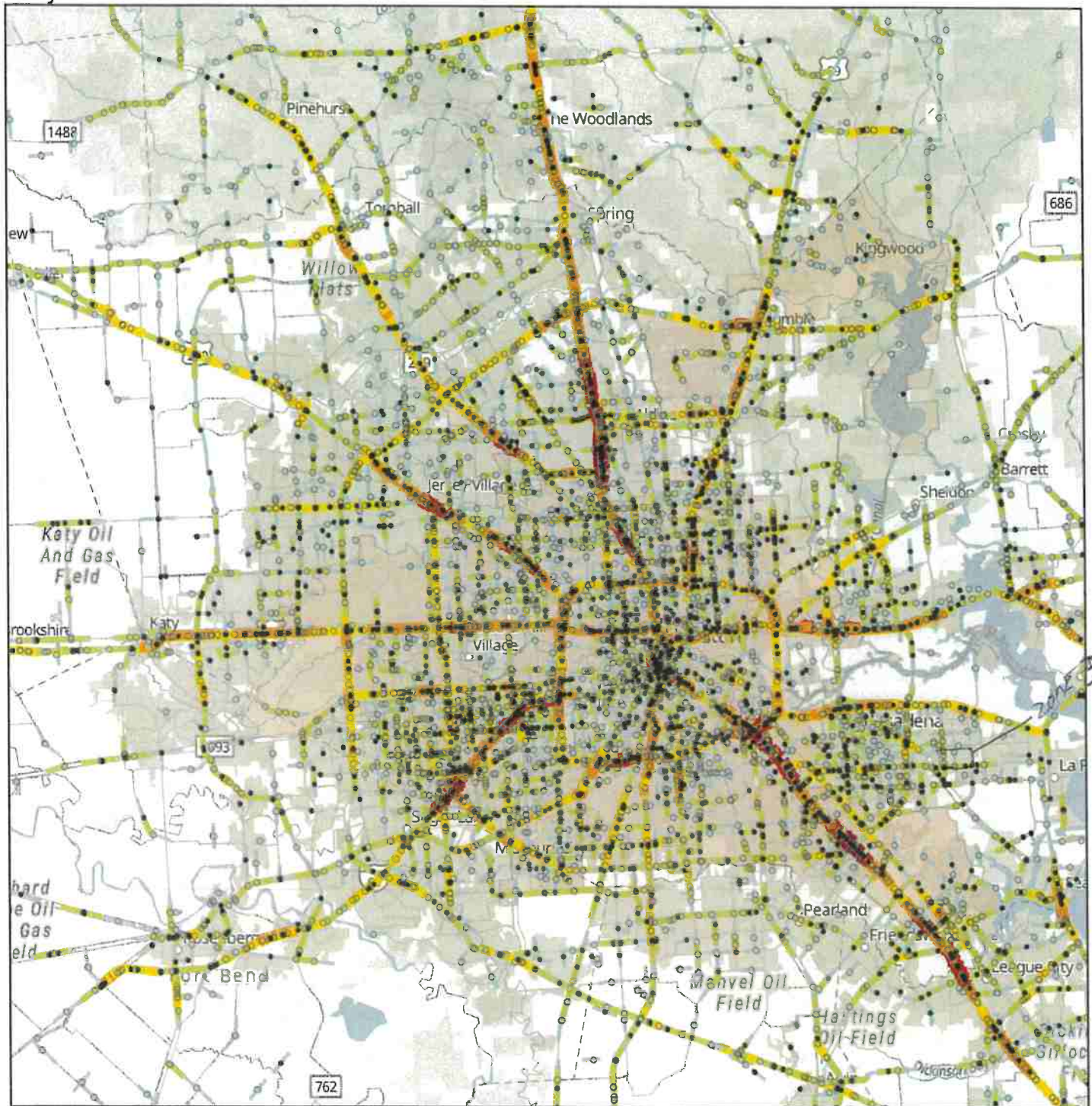
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- 11 - 20
- 21 - 30
- 31 - 61



City of Houston FY2021 STEP-COMP



0 5 10 Miles



Fatal and Suspected Serious Injury (SSI) crashes used for analysis occurred from 8/1/2016 through 7/31/2019 and had valid coordinates; Data current as of 9/25/2019.

Zones are color-coded based on the number of Fatal/SSI crashes occurring within a one minute drive time.

Sources: TXDOT CRIS; TXDOT Roadway Inventory

For information about this product or to request additional products for your area, please contact DPS at: TXHSOC.Requests@dps.texas.gov

Fatal/SSI Crash Locations:

- Aug 2016 - July 2018
- Aug 2018 - July 2019

3YR Fatal/SSI Risk Zones:

- 1
- 2 - 5
- 6 - 10
- 11 - 20
- 21 - 30
- 31 - 61



Resolution No. _____

A RESOLUTION AUTHORIZING AND APPROVING A GRANT APPLICATION AND AGREEMENT BETWEEN THE CITY OF DEER PARK, TEXAS, AND THE STATE OF TEXAS DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION IN THE AMOUNT OF SEVENTY-SIX THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS AND TWENTY CENTS (\$76,285.20) TO CONDUCT A S.T.E.P. PROGRAM DIRECTED AT COMPREHENSIVE TRAFFIC ENFORCEMENT TO BE ADMINISTERED BY THE POLICE DEPARTMENT.

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

Section 1. That the Mayor is hereby authorized and directed to execute for and on behalf of the City a grant application and agreement pursuant thereto, a copy of which grant application is attached hereto and incorporated herein for all purposes as Exhibit “A”, between the State of Texas Department of Highways and Public Transportation and the City of Deer Park to conduct a STEP- Selective Traffic Enforcement Program to be administered by the Police Department. The program will be focused on reducing the number of accidents, injuries, and fatalities in Deer Park through the overtime enforcement of traffic statutes and public awareness efforts during the period of time from October 1, 2020, through September 30, 2021.

Section 2. That the State will contribute the amount of fifty-four thousand five hundred ninety-five dollars and twenty cents (\$54,595.20) and the City’s contribution shall be the amount of twenty-one thousand six hundred ninety dollars and zero cents (\$21,690.00), for the total grant amount of seventy-six thousand two hundred eighty-five dollars and twenty cents (\$76,285.20). The City's contribution shall be composed of the salaries attached to certain employees assigned to work the program.

Section 3. That the City Council officially determines that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a

place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

PASSED, APPROVED, AND ADOPTED THIS THE ____ DAY OF _____ A.D., 2020.

MAYOR, CITY OF DEER PARK, TEXAS

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY



Legislation Details (With Text)

File #: RES 19-473 **Version:** 1 **Name:**
Type: Resolution **Status:** Agenda Ready
File created: 12/13/2019 **In control:** City Council
On agenda: 1/7/2020 **Final action:**
Title: Consideration of and action on a Resolution to seek a Fiscal Year 2021 STEP Commercial Motor Vehicle (CMV) Traffic Enforcement Grant.
Sponsors: Greg Grigg, Police
Indexes:
Code sections:

Attachments: [2021 STEP CMV Budget Narrative](#)
[2021-DeerPark-S-CMV-00014 \(2\)](#)
[CMV Enforcement Zone](#)
[Mayor's Resolution STEP CMV FY 2021](#)

Date	Ver.	Action By	Action	Result
1/7/2020	1	City Council		

Consideration of and action on a Resolution to seek a Fiscal Year 2021 STEP Commercial Motor Vehicle (CMV) Traffic Enforcement Grant.

These funds will provide approximately 267 hours of enforcement and/or education on CMVs with the explicit goal of reducing crashes involving these vehicles. The area covered is designated as the north end of the city covering Hwy 225 south to Pasadena Blvd.

Summary:

These funds will be used to provide additional Commercial Motor Vehicle enforcement and Education in the City of Deer Park.

Fiscal/Budgetary Impact:

Fiscal year 2021 STEP grant will require an in-kind match of approximately \$3,398.10 from the City of Deer Park, which will be met with a sergeant's enforcement time. TXDOT will provide approximately \$12,777.60 for overtime salaries. The total grant is for a total of \$16,175.70.

Approve Resolution to seek a Fiscal Year 2021 Commercial Motor Vehicle (CMV) Traffic Enforcement Grant.

STEP – CMV 2021
City of Deer Park
Budget Narrative

(100) Expenditures for overtime are calculated as follows:

Officer Enforcement (TXDOT Salaries):	\$12,777.60
Sergeant Enforcement (Match Salaries):	\$3,398.10

Total Grant Funds:	\$16,175.70
---------------------------	--------------------

(200) Fringe Benefits: N/A

(300) Travel and Per Diem: N/A

(400) Equipment: N/A

(500) Supplies: N/A

(600) Contractual Services: N/A

(700) Other Miscellaneous: N/A

(800) Indirect Cost Rate: N/A

All PI&E materials will be provided by TXDOT at no cost to the City of Deer Park. Materials will be distributed to the public at local Deer Park events, schools, and activities as well as from an information kiosk in the lobby of the Deer Park Police Department.

All officer enforcement overtime (\$12,777.60) will be reimbursed by TXDOT, and equals 78.99% of the grant.

The City of Deer Park will contribute a total of (\$3,398.10) toward in-kind match, which equals 21.01% toward the grant.

All total in-kind matching funds (\$3,398.10) will be derived from the below items:

- **\$3,398.10** is salary match for Sergeant Enforcement.

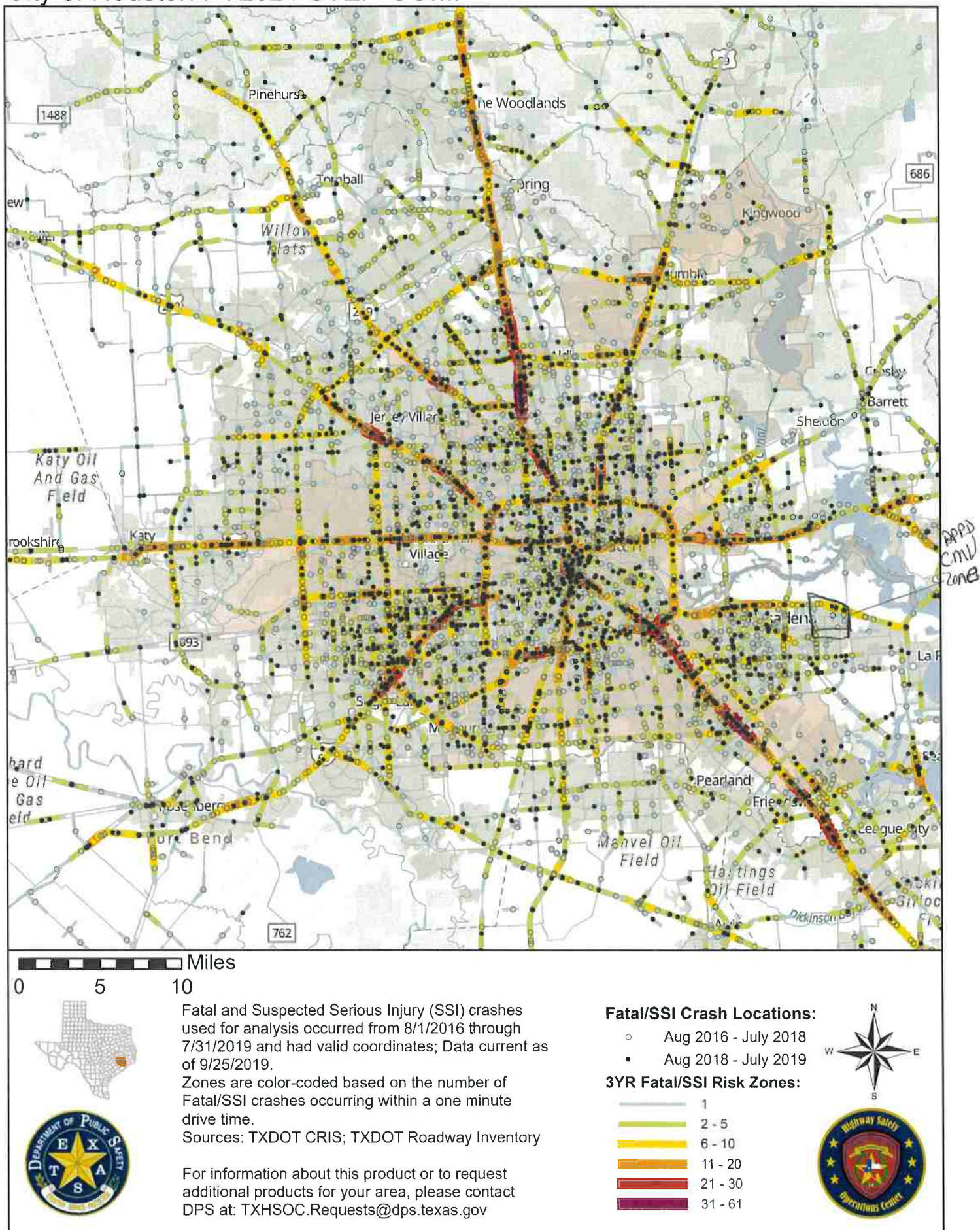
- **The grand total of this Grant Proposal/
Project is \$16,175.70**

Embedded Secure Document

The file <https://cityofdeerpark.legistar.com/View.ashx?M=F&ID=7966211&GUID=4B8B8A99-D11A-4030-A440-457D59918AA4> is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Houston FY2021 STEP-COMP



Resolution No. _____

A RESOLUTION AUTHORIZING AND APPROVING A GRANT APPLICATION AND AGREEMENT BETWEEN THE CITY OF DEER PARK, TEXAS, AND THE STATE OF TEXAS DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION IN THE AMOUNT OF SIXTEEN THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS AND SEVENTY CENTS (\$16,175.70) TO CONDUCT A S.T.E.P. PROGRAM DIRECTED AT COMMERCIAL MOTOR VEHICLE TRAFFIC ENFORCEMENT TO BE ADMINISTERED BY THE POLICE DEPARTMENT.

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

Section 1. That the Mayor is hereby authorized and directed to execute for and on behalf of the City a grant application and agreement pursuant thereto, a copy of which grant application is attached hereto and incorporated herein for all purposes as Exhibit "A", between the State of Texas Department of Highways and Public Transportation and the City of Deer Park to conduct a Commercial Vehicle STEP- Selective Traffic Enforcement Program to be administered by the Police Department. The program will be focused on reducing the number of accidents, injuries, and fatalities in Deer Park through the overtime enforcement of traffic statutes and public awareness efforts during the period of time from October 1, 2020, through September 30, 2021.

Section 2. That the State will contribute the amount of twelve thousand seven hundred seventy-seven dollars and sixty cents (\$12,777.60) and the City's contribution shall be the amount of three thousand three hundred ninety-eight dollars and ten cents (\$3,398.10), for the total grant amount of sixteen thousand one hundred seventy-five dollars and seventy cents (\$16,175.70). The City's contribution shall be composed of the salaries attached to certain employees assigned to work the program.

Section 3. That the City Council officially determines that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a

place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

PASSED, APPROVED, AND ADOPTED THIS THE ____ DAY OF _____ A.D., 2020.

MAYOR, CITY OF DEER PARK, TEXAS

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY



Legislation Details (With Text)

File #: ORD 20-001 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 12/30/2019 **In control:** City Council
On agenda: 1/7/2020 **Final action:**
Title: Consideration of and action on a recommendation from the Planning and Zoning Commission and a proposed ordinance on the request of Reformation Temple for a Specific Use Permit to operate a church at 2033 Pickerton Drive.

Sponsors:

Indexes:

Code sections:

Attachments: [Recommendation Letter Reformation Temple Church](#)
[Specific Use-Reformation Temple 1 20](#)

Date	Ver.	Action By	Action	Result
1/7/2020	1	City Council		

Consideration of and action on a recommendation from the Planning and Zoning Commission and a proposed ordinance on the request of Reformation Temple for a Specific Use Permit to operate a church at 2033 Pickerton Drive.

Summary:

On December 16, 2019, the Planning and Zoning Commission met for a public hearing to consider the request of Reformation Temple for a Specific Use Permit to to operate a church at 2033 Pickerton Drive. The Planning and Zoning Commission would like to recommend the request be granted.

Fiscal/Budgetary Impact:

Approval is recommended, per the Planning and Zoning Commission and adopt ordinance.



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

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

PLANNING & ZONING COMMISSION

December 17, 2019

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

Honorable Mayor and Council:

On December 16, 2019 the Planning and Zoning Commission met for a public hearing to consider the request of Reformation Temple for a Specific Use Permit to operate a church at 2033 Pickerton Drive.

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

Respectfully submitted,

Ray Balusek
Chairman
Planning and Zoning Commission

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO REFORMATION TEMPLE, TO HOLD WORSHIP SERVICES AND CONDUCT BIBLE STUDIES ON A SITE LOCATED AT 2033 PICKERTON DR, DEER PARK, TEXAS.

WHEREAS, Guadalupe A. Cuadras, the owner of a site at 2033 Pickerton Dr., Deer Park, Harris County, Texas, has made application for a Specific Use Permit pursuant to section 17.4 of Ordinance No. 3886, the Zoning Ordinance of the City of Deer Park, Texas, for **REFORMATION TEMPLE** to hold worship services and conduct Bible studies on said property; and

WHEREAS, following due notice, the Planning and Zoning Commission of the City of Deer Park, Texas, held a Public Hearing upon such application and, having investigated the manner in which the proposed location and character of such Specific Use will affect the Zoning Ordinance and the comprehensive plan of the City of Deer Park, Texas, made final report and recommendation to the City Council of the City of Deer Park, Texas, recommending that such application be granted; and

WHEREAS, the City Council of the City of Deer Park, Texas, finds that the granting and approval of said application for such Specific Use Permit will not adversely affect the character and appropriate use of the area of neighborhood in which it is proposed to be located, will not substantially depreciate the value of adjacent and nearby properties for use in accordance with the regulations of the Zoning District in which they are located; will not be detrimental in keeping with the spirit and intent of said Zoning Ordinance; will not adversely affect traffic, public utilities, public health, public safety and the general welfare under the conditions hereinafter set forth;

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

1. That **REFORMATION TEMPLE**, be, and is hereby, granted a Specific Use Permit for the purpose of holding worship services and conducting Bible studies on a site located at 2033 Pickerton Dr. in Deer Park, Texas, subject to **REFORMATION TEMPLE**, complying with all the requirements of any Ordinance regarding operation of businesses that hold worship services and conduct Bible studies and shall be subject to the final approval of the City Engineer for this permit to be valid.

2. A copy of this Ordinance, duly certified by the City Secretary and approved by the City Engineer of the City of Deer Park, Texas shall operate as the Permit.

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

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2020 by a vote of _____ “Ayes” and _____ “Noes”.

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney