

Sherry Garrison, Council Position 1  
Thane Harrison, 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

## CALL TO ORDER

1. Executive Session - By authority of Article 6252-17 (Section 3 - e, f, and g) [EXS 18-014](#)  
V.A.T.S., and the Open Meetings Act, the Council may adjourn to an executive session related to the following items:
  - a. Personnel (551.074) - Naming Appointees to the Board of Directors of the Deer Park Community Development Corporation  
**Recommended Action:** Discussion only in Executive Session.  
**Department:** City Council
2. Discussion of issues relating to recycling services and commercial waste removal services with Waste Management of Texas, Inc. [DIS 18-142](#)  
**Recommended Action:** Discussion only.  
**Department:** City Manager's Office  
**Attachments:** [Deer Park - Commercial Agreement Renewal Proposal 2018](#)  
[Deer Park Proposed Rate sheets with Previous CPI](#)  
[Unusual Accumulations Language](#)
3. Discussion of issues relating to bids received for the Deer Park EMS Station. [DIS 18-135](#)  
**Recommended Action:** Discussion only during Workshop. An action item will be included on a future Council Agenda.
4. Discussion of issues relating to two (2) contract amendments between the City of Deer Park and the Texas Emergency Services Retirement System (TESRS). [DIS 18-137](#)  
**Recommended Action:** Staff recommends approval of this increase.  
**Attachments:** [DeerPark\\_IncreaseAmend\\_eff10012018](#)  
[DeerPark\\_SupplementalPayments\\_eff10012018](#)

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

5. Discussion of issues relating to the Quarterly Financial Report for the Fiscal Year 2017-2018 third quarter ending June 30, 2018. [RPT 18-042](#)

**Recommended Action:** Discussion only during workshop.

**Department:** Finance

**Attachments:** [2018 3Q Financial Report](#)

6. Discussion of issues relating to a proposed PAX Water Mixers and Residual Control System for Pasadena Boulevard Water Storage Tanks. [DIS 18-119](#)

**Recommended Action:** Discussion only. Action is proposed to be taken at the Regular Council Meeting.

**Department:** Public Works

**Attachments:** [PAX Sole Source](#)

[Deer Park TX - 0.5MG Pasadena PS EST Firm](#)

[Deer Park TX - 1MG Pasadena Pump Station GST RCS Firm](#)

[Second Month Performance review Deer Park \(TX\)\\_rev01](#)

7. Discussion of issues relating to Medical Plan changes effective 1/1/19 and Employee Clinic update. [DIS 18-144](#)

**Recommended Action:** Discussion Only

8. Discussion of issues relating to youth league third party tournament fees. [DIS 18-145](#)

**Recommended Action:** Discussion Only

**Attachments:** [Sports Organization Utilization Agreement DRAFT - BASEBALL10418](#)

[Sports Organization Utilization Agreement DRAFT - SOFTBALL10418](#)

[Sports Organization Utilization Agreement -DRAFT- SOCCER101018](#)

## ADJOURN

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Shannon Bennett, TRMC  
City Secretary

Posted on Bulletin Board  
October 12, 2018

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

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



## Legislation Details (With Text)

**File #:** EXS 18-014    **Version:** 1    **Name:**

**Type:** Executive Session    **Status:** Agenda Ready

**File created:** 10/7/2018    **In control:** City Council Workshop

**On agenda:** 10/16/2018    **Final action:**

**Title:** Executive Session - By authority of Article 6252-17 (Section 3 - e, f, and g) V.A.T.S., and the Open Meetings Act, the Council may adjourn to an executive session related to the following items:  
a. Personnel (551.074) - Naming Appointees to the Board of Directors of the Deer Park Community Development Corporation

**Sponsors:** City Council

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council Workshop		

Executive Session - By authority of Article 6252-17 (Section 3 - e, f, and g) V.A.T.S., and the Open Meetings Act, the Council may adjourn to an executive session related to the following items:

a. Personnel (551.074) - Naming Appointees to the Board of Directors of the Deer Park Community Development Corporation

### Summary:

Pursuant to Section 551.074 of the Open Meetings Act, the City Council will enter into executive session to discuss naming appointees to the Board of Directors of the Deer Park Community Development Corporation.

### Fiscal/Budgetary Impact:

None

Discussion only in Executive Session.



## Legislation Details (With Text)

<b>File #:</b>	DIS 18-142	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Discussion	<b>Status:</b>		Agenda Ready	
<b>File created:</b>	10/8/2018	<b>In control:</b>		City Council Workshop	
<b>On agenda:</b>	10/16/2018	<b>Final action:</b>			
<b>Title:</b>	Discussion of issues relating to recycling services and commercial waste removal services with Waste Management of Texas, Inc.				
<b>Sponsors:</b>	City Manager's Office				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Deer Park - Commercial Agreement Renewal Proposal 2018</a> <a href="#">Deer Park Proposed Rate sheets with Previous CPI</a> <a href="#">Unusual Accumulations Language</a>				

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council Workshop		

Discussion of issues relating to recycling services and commercial waste removal services with Waste Management of Texas, Inc.

### Summary:

Ms. Shanna Lopez with Waste Management, Inc. will be present to discuss the City's solid waste removal contract with Waste Management, including recycling drop off services offered at the Solid Waste Transfer Station. She will focus particular attention on global changes related to new standards of contamination allowed in recyclables, and how Deer Park residents can minimize these contamination levels. Sanitation Supervisor Ben Alexander also will participate in this discussion. Finally, Council will have an opportunity to discuss any aspects of the proposed three (3) year solid waste removal services contract extension with Waste Management, if needed. Council previously discussed this matter during the Council Meeting on October 2, 2018, and indicated a desire to exercise the option to extend this contract. A vote on the contract extension is scheduled to take place during Tuesday evening's Council Meeting.

### Fiscal/Budgetary Impact:

Commercial rates will increase 12% in Year 1, 5% in Year 2, and 5% in Year 3.

Discussion only.



**WASTE MANAGEMENT INC.**

5324 Old Vista Road  
Pasadena, Texas 77505  
800-800-5804

September 24, 2018

James Stokes  
City Manager  
City of Deer Park  
P. O. Box 700  
Deer Park, TX 77536

**Re: City of Deer Park Renewal Proposal for Commercial Solid Waste Collection Contract with Waste Management of Texas, Inc.**

Dear Mr. Stokes,

It was a pleasure to meet with you and staff on September 21<sup>st</sup>, this letter is to follow up to our discussions concerning the renewal of the existing Commercial Solid Waste Collection and Transportation Agreement between Waste Management of Texas, Inc. (WMT) and the City of Deer Park.

Waste Management is proud to be the current provider of solid waste collection services for the City of Deer Park. Together we have partnered to provide comprehensive collection services to the businesses of Deer Park. Over the last 5 years, Waste Management has always considered itself an extension of the City's service infrastructure and not simply a "third party vendor".

Although Waste Management would welcome the opportunity to extend our agreement beyond November 30, 2018, the economic realities involved with our current contract and scope of work necessitate a change in our agreement in order to justify a long-term renewal beyond November 30, 2018.

As you might expect, Waste Management in its normal course of business purchases goods and services in order to support its collection operations (i.e. labor, insurance, fuel, parts, tires, hydraulic and engine oil, etc.). Each year the cost of these goods and services typically increase by an average of 7.4% per year. In our franchise collection agreements with the City of Deer Park and other municipal partners we service across the state our only contract mechanism to recoup those annual inflationary increases is by way of the Consumer Price Index and Fuel Surcharge clauses. Even with these CPI contract clauses, in most years we are not able to keep pace with the annual inflation increases. For example, over the last four (4) years WM has received an average of 1.95% annual increase to our base rates from the City of Deer Park, however, as already mentioned our average annual inflationary increase for the cost of our goods and services has increased by 7.4%.

During our meeting on September 21st, we discussed negotiating a three-year renewal of our existing agreement with WMT and the City of Deer Park. Listed below is an outline of possible terms and conditions WM would find agreeable as part of a potential contract amendment.

- Commercial collection services rates will only increase by a flat 12% effective 12/1/2018 and a flat 5% every other year (EOY), 12/1/2019 and 12/1/2020.

- Extend the current Commercial Solid Waste Collection and Transportation Agreement with WMT, until 11/30/2021.
- Add “Unusual Accumulations” language to the amendment.

Waste Management is very proud of its partnership with the City of Deer Park and appreciate the City’s consideration of our continued partnership. We appreciate your consideration of this proposal and look forward to reaching a mutually beneficial agreement. Please do not hesitate to call if you have any questions or let us know when you would like to meet again in order to further these discussions.

Sincerely,

Shanna Lopez  
Public Sector Solutions Manager  
Waste Management of Texas, Inc.  
(281) 627-4671  
smart10@wm.com



Pursuant to section "9.01, Base Rate Adjustment", of the Commercial Solid Waste Collection and Transportation Agreement between the city of Deer Park and Waste Management, "Commencing on December 1, 2014, and continuing annually on each anniversary of the Commencement Date of this Agreement, the Base Rates for services shall be adjusted by the same percentage as the CPI".

	<u>June</u>	<u>June</u>	<u>Index Change</u>	<u>% Change</u>
2014 Garbage & Trash Collection:	414.802	425.930	11.128	<b>2.68%</b>
2015 Garbage & Trash Collection:	425.930	430.813	4.883	<b>1.15%</b>
2016 Garbage & Trash Collection":	430.813	437.858	7.045	<b>1.64%</b>
2017 Garbage & Trash Collection:	437.858	448.046	10.188	<b>2.327%</b>
2018 Garbage & Trash Collection:	448.046	465.041	16.995	<b>3.793%</b>

**SCHEDULE “A”**  
**Base Rates – Commercial Dumpsters**

**City of Deer Park**  
**Effective Date: December 1, 2018**

**Base Rates**  
**(includes 12% franchise fee and 8% processing fee)**

		<b>Service</b>						
		<b>1x</b>	<b>2x</b>	<b>3x</b>	<b>4x</b>	<b>5x</b>	<b>6x</b>	<b>Extra P/U</b>
<b>Size</b>	<b>2 cy</b>	\$57.42	\$86.37	\$107.97	\$114.82	\$143.54	\$172.24	\$60.49
	<b>3 cy</b>	\$80.98	\$107.97	\$156.55	\$199.73	\$291.51	\$323.33	\$66.54
	<b>4 cy</b>	\$84.03	\$129.56	\$183.55	\$229.67	\$287.07	\$344.49	\$72.59
	<b>6 cy</b>	\$86.13	\$172.74	\$242.92	\$313.11	\$464.25	\$516.73	\$78.64
	<b>8 cy</b>	\$114.82	\$210.54	\$313.11	\$459.31	\$615.41	\$688.98	\$84.68
	<b>10cy</b>	\$143.54	\$259.12	\$356.28	\$574.15	\$637.00	\$861.22	\$90.74

Add Locking device: \$79.31(one-time charge for adding device.)

Roll out fee: \$18.16/occurrence

Dumpster Delivery Fee: \$145.19

Redelivery/Relocate/Swap Fee: \$145.19/event

Overage Charge: \$138.00



**SCHEDULE “A”**  
**Base Rates – Commercial Dumpsters**

**City of Deer Park**  
**Effective Date: December 1, 2019**

**Base Rates**  
**(includes 12% franchise fee and 8% processing fee)**

		<b>Service</b>						
		<b>1x</b>	<b>2x</b>	<b>3x</b>	<b>4x</b>	<b>5x</b>	<b>6x</b>	<b>Extra P/U</b>
<b>Size</b>	<b>2 cy</b>	\$60.29	\$90.69	\$113.37	\$120.56	\$150.72	\$180.86	\$63.52
	<b>3 cy</b>	\$85.02	\$113.37	\$164.38	\$209.72	\$306.09	\$339.50	\$69.87
	<b>4 cy</b>	\$88.24	\$136.04	\$192.72	\$241.15	\$301.42	\$361.71	\$76.22
	<b>6 cy</b>	\$90.43	\$181.37	\$255.06	\$328.76	\$487.46	\$542.57	\$82.57
	<b>8 cy</b>	\$120.56	\$221.06	\$328.76	\$482.28	\$646.18	\$723.43	\$88.92
	<b>10cy</b>	\$150.72	\$272.08	\$374.10	\$602.85	\$668.85	\$904.29	\$95.28

Add Locking device: \$83.27(one-time charge for adding device.)

Roll out fee: \$19.06/occurrence

Dumpster Delivery Fee: \$152.44

Redelivery/Relocate/Swap Fee: \$152.44/event

Overage Charge \$144.90

**SCHEDULE “A”**  
**Base Rates – Commercial Dumpsters**

**City of Deer Park**  
**Effective Date: December 1, 2020**

**Base Rates**  
**(includes 12% franchise fee and 8% processing fee)**

		<b>Service</b>						
		<b>1x</b>	<b>2x</b>	<b>3x</b>	<b>4x</b>	<b>5x</b>	<b>6x</b>	<b>Extra P/U</b>
<b>Size</b>	<b>2 cy</b>	\$63.31	\$95.23	\$119.03	\$126.59	\$158.25	\$189.90	\$66.69
	<b>3 cy</b>	\$89.28	\$119.03	\$172.60	\$220.20	\$321.39	\$356.47	\$73.36
	<b>4 cy</b>	\$92.65	\$142.84	\$202.36	\$253.21	\$316.49	\$379.80	\$80.03
	<b>6 cy</b>	\$94.96	\$190.44	\$267.82	\$345.20	\$511.84	\$569.70	\$86.70
	<b>8 cy</b>	\$126.59	\$232.12	\$345.20	\$506.39	\$678.49	\$759.60	\$93.36
	<b>10cy</b>	\$158.25	\$285.68	\$392.80	\$633.00	\$702.29	\$949.50	\$100.04

Add Locking device: \$87.44(one-time charge for adding device.)

Roll out fee: \$20.01/occurrence

Dumpster Delivery Fee: \$160.07

Redelivery/Relocate/Swap Fee: \$160.07/event

Overage Charge \$152.15

### Unusual Accumulations Language

As to commercial customers, including apartment complexes, "Unusual Accumulations" means any waste, garbage, or trash located outside the dumpster regularly used for such collection service or any waste, garbage or trash that overfills, is left on top of, or exceeds the tonnage limit for the dumpster. WMTI may collect Unusual Accumulations and assess an overage charge ("Snapshot") for the collection and disposal of any Unusual Accumulations. The amount that WMTI shall charge for collection, transportation, and disposal of Unusual Accumulations is set forth in Schedule "A" attached hereto. WMTI shall have the right to take photographic or digital evidence of Unusual Accumulations.



## Legislation Details (With Text)

**File #:** DIS 18-135    **Version:** 1    **Name:**  
**Type:** Discussion    **Status:** Agenda Ready  
**File created:** 10/1/2018    **In control:** City Council Workshop  
**On agenda:** 10/16/2018    **Final action:**  
**Title:** Discussion of issues relating to bids received for the Deer Park EMS Station.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council Workshop		

Discussion of issues relating to bids received for the Deer Park EMS Station.

### Summary:

Staff will make a presentation to Council on the bids received for the EMS Station.

### Fiscal/Budgetary Impact:

This project is primarily funded by the FCPEMSD. Architectural and Design services were included in both the FY17-18 budget as well as the proposed FY18-19 budget. Construction costs are included in the District's FY18-19 budget and additional funding over what is available from FCPEMSD will be requested.

Discussion only during Workshop. An action item will be included on a future Council Agenda.



## Legislation Details (With Text)

**File #:** DIS 18-137    **Version:** 1    **Name:**  
**Type:** Discussion    **Status:** Agenda Ready  
**File created:** 10/4/2018    **In control:** City Council Workshop  
**On agenda:** 10/16/2018    **Final action:**  
**Title:** Discussion of issues relating to two (2) contract amendments between the City of Deer Park and the Texas Emergency Services Retirement System (TESRS).

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [DeerPark\\_IncreaseAmend\\_eff10012018](#)  
[DeerPark\\_SupplementalPayments\\_eff10012018](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council Workshop		

Discussion of issues relating to two (2) contract amendments between the City of Deer Park and the Texas Emergency Services Retirement System (TESRS).

### Summary:

The City of Deer Park participates in the Texas Emergency Services Retirement System for volunteer firefighters and EMS personnel. The retirement system is a defined benefit system in which the pension benefit is calculated based on a monthly contribution during the member's active service. The current monthly contribution is \$120 per member, per month. This contract amendment will increase the monthly contribution to \$132 per member, per month. This increase brings our Department up to the level that is consistent with other departments in our area who also participate in this retirement system for their volunteer firefighters. The second amendment also establishes a "13<sup>th</sup> check" to be issued to retirees of the pension system. The TESRS system is a defined benefit program that does not have any form of COLA or other increase post-retirement, so the 13<sup>th</sup> check is a mechanism to give the retirees an increase in the form of one extra payment per year. The 13<sup>th</sup> check is issued to the retirees in December. This 13<sup>th</sup> check is a one-time payment, and will be authorized each year depending on the availability of funds.

### Fiscal/Budgetary Impact:

The increased cost of monthly contributions and the 13<sup>th</sup> check is available within the adopted budget.

Staff recommends approval of this increase.

Amendment Effective Date:  
October 1, 2018

Texas Emergency Services Retirement System  
and  
City of Deer Park, Texas  
Deer Park Fire Department

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**AMENDMENT**  
**Texas Emergency Services Retirement System and**  
**City of Deer Park, Texas**  
**Deer Park Fire Department**

The Texas Emergency Services Retirement System (TESRS) and City of Deer Park, Texas (Governing Entity), on behalf of the Deer Park Fire Department (Participating Department), entered into a Contract effective January 1, 1978. The parties agree to the amendment of the Contract as described below. The effective date of this Amendment is **October 1, 2018**.

**Monthly Contribution Rate:** Effective October 1, 2018, the Governing Entity has elected to increase Part One monthly contributions to the TESRS Pension System on behalf of each active participating member from a rate of **\$120.00** to **\$132.00** per month. TESRS will apply the increase in the monthly contributions effective October 1, 2018.

**EXECUTION**

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Amendment to be executed effective October 1, 2018 by their duly authorized officers or other representatives.

City of Deer Park, Texas

Texas Emergency Services Retirement System

\_\_\_\_\_

Jerry Mouton, Jr., Mayor

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

\_\_\_\_\_

Kevin Deiters, Executive Director

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

Deer Park Fire Department

\_\_\_\_\_

Judy Johnson, CPA, Chief Financial Officer

\_\_\_\_\_

Robert Hemminger, Emergency Services Dir.

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

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

**AMENDMENT**  
**Texas Emergency Services Retirement System and**  
**City of Deer Park, Texas**  
**Deer Park Fire Department**

The Texas Emergency Services Retirement System (TESRS) and City of Deer Park, Texas (Governing Entity), on behalf of the Deer Park Fire Department (Participating Department), entered into a Contract effective January 1, 1978. The parties agree to the amendment of the Contract as described below. The effective date of this Amendment is **October 1, 2018**.

**Supplemental Payment to Certain Retirees:**

Effective October 1, 2018, TESRS and the Governing Entity agree to facilitate the Governing Entity's election to provide a one-time, supplemental payment to certain retirees as delineated on Attachment A, Supplemental Payment Retirees. TESRS will make the supplemental payment to the identified retirees in the amount specified for each listed in Attachment A and, in accordance with instructions from TESRS, the Governing Entity will reimburse TESRS the total amount of the supplemental payments made.

**EXECUTION**

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Amendment to be executed effective October 1, 2018 by their duly authorized officers or other representatives.

City of Deer Park, Texas

Texas Emergency Services Retirement System

\_\_\_\_\_  
Jerry Mouton, Jr., Mayor

\_\_\_\_\_  
Kevin Deiters, Executive Director

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

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

Deer Park Fire Department

\_\_\_\_\_  
Judy Johnson, CPA, Chief Financial Officer

\_\_\_\_\_  
Robert Hemminger, Emergency Services Dir.

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

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

## Attachment A – Supplemental Payment Retirees

	<b>Name</b>	<b>Payment Amount</b>
1	BARKER, RONALD WAYNE	\$217.45
2	BARNES JR., ARVEL B	\$80.48
3	BARRETT, JAMES DOUGLAS	\$94.31
4	BECKHAM, JACK A	\$53.29
5	BILLINGS, HUGH DAVID	\$165.88
6	BLOODWORTH, WINFORD KEITH	\$31.50
7	BOEHM JR, ELROY CHARLES	\$119.62
8	BOURGEOIS, JACOB	\$139.97
9	BREWER, CECIL ALAN	\$234.15
10	BRIDGES, GREGORY GLEN	\$809.08
11	BRUMMERHOP, SIDNEY ROBERT	\$41.20
12	BURKE, WAYNE A	\$61.71
13	BUTTERFRAS, BRUCE WAYNE	\$152.14
14	CAIN, JOHN DAVID	\$253.20
15	CAMPISE, DANIEL ANTHONY	\$148.80
16	CANTU, JOSE	\$114.91
17	CARR, ROBERT LYNN	\$75.93
18	CHAFFIN, JOY L	\$42.67
19	CLOUD, JAY DAVID	\$397.97
20	COLE JR, WOODROW WILSON	\$42.67
21	COLLEY, SHERRILL GENE	\$336.59
22	DAVILA JR, FERNANDO	\$248.04
23	DAVIS, DON H	\$409.26
24	DE BORDE, ALFRED ALLEN	\$91.11
25	DEAN, JOHN W	\$71.16
26	DELGADO, HUMBERTO	\$106.68
27	DICKERSON, DAVID GLENN	\$71.16
28	EBERLE, RUTH ANNE	\$28.42
29	FRANGER, SUSAN M	\$36.57
30	GAILEY, ROBERT L	\$110.04
31	GANTENBEIN, JAY WENDELL	\$115.11
32	GAUS, JAMES ALEXANDER	\$166.07
33	GONZALEZ, JUAN	\$92.17
34	GOODMAN, EDNA E CHAPPELL	\$70.96
35	GRAHAM, AUBREY EUGENE	\$263.21



Amendment Effective Date:  
October 1, 2018

36	GREEN, JOHN FRANKLIN	\$582.24
37	GREEN, WILLIAM O	\$270.17
38	HAMALA, DANIEL EUGENE	\$335.05
39	HARRINGTON, MARVIN LEE	\$52.40
40	HAYDOCK, RICHARD TERRELL	\$24.54
41	HENDREY, BILLIE L	\$58.95
42	HERRON, ROBERT D	\$77.20
43	HUDSON, GLENN RAY	\$136.19
44	JACOB, GARTH MALLAU	\$174.43
45	JARDON, MARTIN SCOTT	\$293.43
46	JOHNSON, BILL MACK	\$25.33
47	KEMP, CARL A	\$514.94
48	KNOTT, WILLIAM MICHAEL	\$155.80
49	LIEDER, DARREL EUGENE	\$309.30
50	LITTLE, VAN TOMMY	\$37.30
51	LOYD, LOUIS KEITH	\$434.13
52	MALONE, DREW DANIEL	\$81.80
53	MALONE, PAUL DAVID	\$81.49
54	MELANSON, WILLIAM ARTHUR	\$95.71
55	MENARD JR, KENNETH JOHN	\$85.59
56	MESA, JOE	\$437.03
57	MILLS, CLINTON I	\$62.85
58	MORGAN, DAVID PRENTISS	\$62.11
59	MORGAN, GREGORY PAT	\$175.16
60	MORRIS, JERRY WAYNE	\$307.52
61	NEVEDOMSKY, VANCE DEAN	\$210.60
62	PARRISH, RONALD G	\$70.28
63	PATTERSON, GEORGE HOLLIS	\$53.07
64	PERRY, MARY L	\$93.69
65	PHILLIPS, DAVID WAYNE	\$70.12
66	PIPKIN, SAMUEL P	\$76.27
67	POWELL, MATT THOMAS	\$55.09
68	RADWAN, SUSAN B	\$242.46
69	RATISSEAU JR, ROGER ANTHONY	\$45.79
70	RECORDS, MICHAEL ALLAN	\$46.69
71	REED, KENNETH GLENN	\$319.66
72	REYNOLDS, JOSEPH LAVON	\$152.14
73	SANDERS, GLEN C	\$35.58
74	SCHULZE, JULIA A	\$71.84
75	SORENSEN SR, JAMES CARL	\$84.98

Amendment Effective Date:  
October 1, 2018

76	STACK JR, HORACE W	\$292.30
77	STACK, ARGELIA C	\$156.85
78	STALEY, RUSSELL LOWELL	\$123.54
79	TAYLOR, RONALD WESLEY	\$33.73
80	THOMPSON, MARLENE	\$48.65
81	TULLGREN, GEORGE EDWIN	\$326.15
82	TURNER, NELSON LEWIS	\$371.43
83	TURNER, RODGER ALLEN	\$413.64
84	URSPRUNG, ELLIE MARIE	\$69.00
85	VANDAGRIFF, MARK ALLAN	\$99.01
86	VARLEY, JAMES CLYDE	\$683.32
87	VEAZEY, GARY ROB	\$574.39
88	WHITE, JOHN DAVID	\$248.41
89	WILLIAMS, DONNY RAY	\$97.80
90	WILLIS, SCOTT D	\$217.92
91	WOOD, WANDA JO	\$45.52
92	WORKMAN, EMMA GARLENE	\$56.52
93	ZAFEREO, PETER DEWAYNE	\$86.82
		\$15,937.40



## Legislation Details (With Text)

**File #:** RPT 18-042    **Version:** 1    **Name:**  
**Type:** Report    **Status:** Agenda Ready  
**File created:** 10/4/2018    **In control:** City Council Workshop  
**On agenda:** 10/16/2018    **Final action:**  
**Title:** Discussion of issues relating to the Quarterly Financial Report for the Fiscal Year 2017-2018 third quarter ending June 30, 2018.  
**Sponsors:** Finance  
**Indexes:**  
**Code sections:**  
**Attachments:** [2018 3Q Financial Report](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council Workshop		

Discussion of issues relating to the Quarterly Financial Report for the Fiscal Year 2017-2018 third quarter ending June 30, 2018.

### Summary:

Review and discussion of the City's quarterly financial report for the Fiscal Year 2017-2018 third quarter ending June 30, 2018. A few highlights are as follows:

The City's quarterly financial report for the Fiscal Year 2017-2018 third quarter ended June 30, 2018 reports the preliminary and unaudited results for nine months of the fiscal year (October - June). In summary, the fiscal year-to-date revenues of the Governmental Funds - the General, Debt Service, Golf Course Lease, Special Revenue, and Capital Improvement Bond Funds - are approximately \$45.3 million. The annual budget for these revenues, as amended, is \$52.7million. Revenues primarily represent ad valorem (property) taxes. These tax collections for residential and commercial properties, including delinquent taxes and associated penalties and interest, are \$18.6 million through June 2018 and exceed the annual budget by 2.79 percent. The industrial in-lieu of taxes revenues of \$11.3 million through June 2018 represent 99.95 percent of the amount budgeted for these revenues. The City's sales tax revenues of \$4.0 million for the fiscal year-to-date through the third quarter are higher than the prior year by 7.2 percent. Total expenditures of the Governmental Funds are approximately \$44.7 million for the nine months. Utility Fund revenues, including the Water/Sewer Fund and the Storm Water Fund, total approximately \$8.0 million through June 2018, which is 2.42 percent below the prior year's third quarter to-date. This difference reflects the reduction in water usage for the first nine months of the fiscal year. Total expenses of these enterprise funds are approximately \$6.9 million for the fiscal year-to-date. Expenditures in the Capital Improvements Fund of \$3.8 million through June 2018 primarily represent costs for the new City Hall but also include approximately \$486,000 for street and sidewalk projects and approximately \$101,000 for three new marquee signs. Revenues for the special revenue districts (Crime Control and Prevention District and the Fire Control Prevention and EMS District), primarily represent sales tax collections. For the first nine months of the fiscal year, combined revenues for both districts total approximately \$2.0

million and combined expenditures total approximately \$1.9 million and include the purchase of five new vehicles for the Crime Control and Prevention District, and in the Fire Control Prevention and EMS District, lease payments for the new fire truck and consulting architect fees for the planned EMS Annex. Fiscal year-to-date revenues of approximately \$2.0 million for the City's Type B Corporation, the Deer Park Community Development Corporation ("Corporation"), primarily represent sales tax collections. Expenditures of approximately \$2.4 million for the nine months to-date primarily represent funding for debt service payments but also include approximately \$315,000 for pay-as-you-go funding for the Dow Park Pavilion and Improvements project.

Fiscal/Budgetary Impact:

N/A.

Discussion only during workshop.



**QUARTERLY FINANCIAL REPORT  
FOR THE THIRD QUARTER ENDED  
June 30, 2018  
(Unaudited)**

**CITY OF DEER PARK  
QUARTERLY FINANCIAL REPORT  
THIRD QUARTER ENDED JUNE 30, 2018  
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**CITY OF DEER PARK**  
**SUMMARY STATEMENT OF REVENUES & EXPENDITURES**  
**NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b>GOVERNMENTAL FUNDS</b>								
<b>REVENUE SUMMARY:</b>								
General Fund	\$ 20,091,281	\$ 10,785,852	\$ 4,260,475		\$ 35,137,608	\$ 43,536,350	\$ 8,398,742	19.29%
Debt Service Fund	2,566,075	2,218,003	2,097,640		6,881,718	7,018,928	137,210	1.95%
Golf Course Lease Fund	-	5,949	38,070		44,019	176,000	131,981	74.99%
Special Revenue Funds	68,782	258,015	263,497		590,294	1,979,780	1,389,486	70.18%
Capital Improvement Bond Funds	107,202	460,274	2,061,041		2,628,517	-	(2,628,517)	-
<b>Total Governmental Funds Revenue</b>	<b>22,833,340</b>	<b>13,728,093</b>	<b>8,720,723</b>		<b>45,282,156</b>	<b>52,711,058</b>	<b>7,428,902</b>	<b>14.09%</b>
<b>EXPENDITURE SUMMARY:</b>								
<b>General Fund</b>								
General & Administrative	1,549,071	1,903,533	1,562,946		5,015,550	9,695,422	4,679,872	48.27%
Police Department	2,022,587	2,504,584	2,217,706		6,744,877	9,832,451	3,087,574	31.40%
Fire Department & Emergency Services	467,374	658,283	643,137		1,768,794	2,618,907	850,113	32.46%
Planning & Development	350,951	432,972	480,529		1,264,452	1,959,794	695,342	35.48%
Sanitation	865,108	1,093,651	925,983		2,864,742	4,207,065	1,322,323	31.43%
Street Maintenance	232,095	315,328	244,069		791,492	1,926,225	1,134,733	58.91%
Parks & Recreation	1,184,809	1,600,307	1,537,323		4,322,439	7,387,961	3,065,522	41.49%
Library	215,294	274,434	235,249		724,977	1,150,882	425,905	37.01%
Other	176,693	208,063	257,410		642,166	1,085,203	443,037	40.83%
Employee Benefits	-	-	-		-	-	-	-
Operating Transfers	-	-	-		-	3,672,440	3,672,440	100.00%
<b>Total General Fund</b>	<b>7,063,982</b>	<b>8,991,155</b>	<b>8,104,352</b>		<b>24,159,489</b>	<b>43,536,350</b>	<b>19,376,861</b>	<b>44.51%</b>
Debt Service Fund	861	5,842,708	(174,761)		5,668,808	7,018,928	1,350,120	19.24%
Golf Course Lease Fund	20,621	75,761	37,163		133,545	176,000	42,455	24.12%
Special Revenue Funds	288,980	158,186	274,433		721,599	1,975,718	1,254,119	63.48%
Capital Improvement Bond Funds	868,298	3,866,094	9,270,309		14,004,701	-	(14,004,701)	-
<b>Total Governmental Funds Expenditures</b>	<b>8,242,742</b>	<b>18,933,904</b>	<b>17,511,496</b>		<b>44,688,142</b>	<b>52,706,996</b>	<b>8,018,854</b>	<b>15.21%</b>
<b>Governmental Funds Revenues O/(U) Expenditures</b>	<b>\$ 14,590,598</b>	<b>\$ (5,205,811)</b>	<b>\$ (8,790,773)</b>		<b>\$ 594,014</b>	<b>\$ 4,062</b>		
<b>UTILITY FUNDS</b>								
<b>REVENUE SUMMARY:</b>								
Water/Sewer Fund	\$ 1,842,138	\$ 2,586,169	\$ 2,617,322		\$ 7,045,629	\$ 11,170,466	\$ 4,124,837	36.93%
Storm Water Fund	57,111	85,247	84,665		227,023	337,500	110,477	32.73%
Other	93	107,789	582,372		690,254	-	(690,254)	-
<b>Total Utility Fund Revenue</b>	<b>1,899,342</b>	<b>2,779,205</b>	<b>3,284,359</b>		<b>7,962,906</b>	<b>11,507,966</b>	<b>3,545,060</b>	<b>30.81%</b>
<b>EXPENSES SUMMARY:</b>								
General & Administrative	267,124	338,819	218,585		824,528	1,093,241	268,713	24.58%
Water Expenses	664,188	1,429,032	1,143,300		3,236,520	5,949,834	2,713,314	45.60%
Sewer Expenses	207,704	318,800	224,149		750,653	1,433,972	683,319	47.65%
Storm Water Expenses	59,770	43,077	63,494		166,341	337,500	171,159	50.71%
Debt Service & Related Fees	1,889	1,345,321	174,761		1,521,971	2,176,142	654,171	30.06%
Operating Transfers	-	107,681	-		107,681	99,421	(8,260)	-
Other	66,144	82,538	134,730		283,412	327,426	44,014	13.44%
Employee Benefits	33,385	9,487	9,818		52,690	90,430	37,740	41.73%
<b>Total Utility Fund Expenses</b>	<b>1,300,204</b>	<b>3,674,755</b>	<b>1,968,837</b>		<b>6,943,796</b>	<b>11,507,966</b>	<b>4,564,170</b>	<b>39.66%</b>
<b>Utility Fund Revenues O/(U) Expenses</b>	<b>\$ 599,138</b>	<b>\$ (895,550)</b>	<b>\$ 1,315,522</b>		<b>\$ 1,019,110</b>	<b>\$ -</b>		
<b>CAPITAL IMPROVEMENTS FUND</b>								
<b>REVENUE SUMMARY:</b>								
Capital Improvements Fund Revenue	\$ 378	\$ 474	\$ 601		\$ 1,453	\$ 7,168,148	\$ 7,166,695	99.98%
<b>Total Capital Improvements Fund Revenue</b>	<b>\$ 378</b>	<b>\$ 474</b>	<b>\$ 601</b>		<b>\$ 1,453</b>	<b>\$ 7,168,148</b>	<b>\$ 7,166,695</b>	<b>99.98%</b>
<b>EXPENDITURE SUMMARY:</b>								
General Government	918,229	1,320,623	654,892		2,893,744	3,622,440	728,696	20.12%
Fire Department	-	-	157,000		157,000	157,000	-	-
Planning & Development	-	-	-		-	-	-	-
Street Maintenance	22,655	107,666	356,086		486,407	1,933,813	1,447,406	74.85%
Storm Water	-	-	-		-	-	-	-
Park Maintenance	-	-	55,898		55,898	861,895	805,997	93.51%
Recreation	-	-	48,762		48,762	56,000	7,238	12.93%
Athletics & Aquatics	-	-	29,978		29,978	125,000	95,022	76.02%
Building Maintenance	-	-	-		-	200,000	200,000	100.00%
Drama	-	22,850	25,913		48,763	56,000	7,237	12.92%
Library	-	22,850	25,913		48,763	56,000	7,237	12.92%
Contingency	-	-	-		-	100,000	100,000	100.00%
<b>Total Capital Improvements Fund Expenditures</b>	<b>940,884</b>	<b>1,473,989</b>	<b>1,354,442</b>		<b>3,769,315</b>	<b>7,168,148</b>	<b>3,398,833</b>	<b>47.42%</b>
<b>Capital Improvements Fund Revenues O/(U) Expenditures</b>	<b>\$ (940,506)</b>	<b>\$ (1,473,515)</b>	<b>\$ (1,353,841)</b>		<b>\$ (3,767,862)</b>	<b>\$ -</b>		

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK**  
**SUMMARY STATEMENT OF REVENUES & EXPENDITURES**  
**NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b><u>FIDUCIARY FUNDS</u></b>								
<b>REVENUE SUMMARY:</b>								
LEPC Fund	\$ 23,936	\$ 28,374	\$ 58		\$ 52,368	\$ -	\$ (52,368)	*
Senior Citizens Fund	308	386	489		1,183	-	(1,183)	*
<b>Total Fiduciary Funds Revenue</b>	<b>24,244</b>	<b>28,760</b>	<b>547</b>		<b>53,551</b>	<b>-</b>	<b>(53,551)</b>	<b>*</b>
<b>EXPENDITURE SUMMARY:</b>								
LEPC Fund	15,592	34,598	137,438		187,628	-	(187,628)	*
Senior Citizens Fund	-	-	-		-	-	-	*
<b>Total Fiduciary Funds Expenditures</b>	<b>15,592</b>	<b>34,598</b>	<b>137,438</b>		<b>187,628</b>	<b>-</b>	<b>(187,628)</b>	<b>*</b>
<b>Fiduciary Funds Revenues O/(U) Expenditures</b>	<b>\$ 8,652</b>	<b>\$ (5,838)</b>	<b>\$ (136,891)</b>		<b>\$ (134,077)</b>	<b>\$ -</b>		
<b><u>SPECIAL REVENUE DISTRICTS</u></b>								
<b>REVENUE SUMMARY:</b>								
Crime Control and Prevention District	\$ 144,793	\$ 421,656	\$ 436,730		\$ 1,003,179	\$ 2,042,096	\$ 1,038,917	50.88%
Fire Control Prevention and EMS District	158,869	433,139	452,177		1,044,185	3,810,343	2,766,158	72.60%
<b>Total Special Revenue Districts Revenue</b>	<b>303,662</b>	<b>854,795</b>	<b>888,907</b>		<b>2,047,364</b>	<b>5,852,439</b>	<b>3,805,075</b>	<b>65.02%</b>
<b>EXPENDITURE SUMMARY:</b>								
Crime Control and Prevention District	332,722	187,696	388,868		909,286	2,042,096	1,132,810	55.47%
Fire Control Prevention and EMS District	308,733	388,890	331,688		1,029,311	3,810,343	2,781,032	72.99%
<b>Total Special Revenue Districts Expenditures</b>	<b>641,455</b>	<b>576,586</b>	<b>720,556</b>		<b>1,938,597</b>	<b>5,852,439</b>	<b>3,913,842</b>	<b>66.88%</b>
<b>Special Revenue Districts Revenues O/(U) Expenditures</b>	<b>\$ (337,793)</b>	<b>\$ 278,209</b>	<b>\$ 168,351</b>		<b>\$ 108,767</b>	<b>\$ -</b>		
<b><u>TYPE B CORPORATION</u></b>								
<b>REVENUE SUMMARY:</b>								
Deer Park Community Development Corporation	\$ 302,139	\$ 851,901	\$ 856,615		\$ 2,010,655	\$ 2,700,900	\$ 690,245	25.56%
<b>Total DPCDC Fund Revenue</b>	<b>302,139</b>	<b>851,901</b>	<b>856,615</b>		<b>2,010,655</b>	<b>2,700,900</b>	<b>690,245</b>	<b>25.56%</b>
<b>EXPENDITURE SUMMARY:</b>								
Deer Park Community Development Corporation	-	317,466	2,064,180		2,381,646	2,700,900	319,254	11.82%
<b>Total DPCDC Fund Expenditures</b>	<b>-</b>	<b>317,466</b>	<b>2,064,180</b>		<b>2,381,646</b>	<b>2,700,900</b>	<b>319,254</b>	<b>11.82%</b>
<b>DPCDC Revenues O/(U) Expenditures</b>	<b>\$ 302,139</b>	<b>\$ 534,435</b>	<b>\$ (1,207,565)</b>		<b>\$ (370,991)</b>	<b>\$ -</b>		
<b><u>FUND BALANCE</u></b>								
Beginning Fund Balance - General Fund	\$ 37,104,658	\$ 50,131,957	\$ 51,926,654		\$ 37,104,658			
Revenues Over/(Under) Expenditures	13,027,299	1,794,697	(3,843,877)		10,978,119			
<b>Ending Fund Balance - General Fund</b>	<b>\$ 50,131,957</b>	<b>\$ 51,926,654</b>	<b>\$ 48,082,777</b>		<b>\$ 48,082,777</b>			
Beginning Fund Balance - Water Sewer Fund	\$ 21,245,441	\$ 21,847,202	\$ 20,805,943		\$ 21,245,441			
Revenues Over/(Under) Expenditures	601,761	(1,041,259)	775,242		335,744			
<b>Ending Fund Balance - Water Sewer Fund</b>	<b>\$ 21,847,202</b>	<b>\$ 20,805,943</b>	<b>\$ 21,581,185</b>		<b>\$ 21,581,185</b>			

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



**CITY OF DEER PARK**  
**SUMMARY STATEMENT OF REVENUES & EXPENDITURES**  
**NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Prior Fiscal Year			
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	FY18	FY17	Difference	FY17
	12/31/2017	3/31/2018	6/30/2018	9/30/2018	YTD Actual	YTD Actual	O/(U) Prior YTD	FYE Total
<b>GOVERNMENTAL FUNDS</b>								
<b>REVENUE SUMMARY:</b>								
General Fund	\$ 20,091,281	\$ 10,785,852	\$ 4,260,475		\$ 35,137,608	\$ 34,180,085	\$ 957,523	\$ 41,221,303
Debt Service Fund	2,566,075	2,218,003	2,097,640		6,881,718	7,153,273	(271,555)	7,194,757
Golf Course Lease Fund	-	5,949	38,070		44,019	29,742	14,277	121,678
Special Revenue Funds	68,782	258,015	263,497		590,294	612,406	(22,112)	1,496,341
Capital Improvement Bond Funds	107,202	460,274	2,061,041		2,628,517	4,933,223	(2,304,706)	5,578,859
<b>Total Governmental Funds Revenue</b>	<b>22,833,340</b>	<b>13,728,093</b>	<b>8,720,723</b>		<b>45,282,156</b>	<b>46,908,729</b>	<b>(1,626,573)</b>	<b>55,612,938</b>
<b>EXPENDITURE SUMMARY:</b>								
<u>General Fund</u>								
General & Administrative	1,549,071	1,903,533	1,562,946		5,015,550	5,019,167	(3,617)	15,104,567
Police Department	2,022,587	2,504,584	2,217,706		6,744,877	6,285,639	459,238	8,977,716
Fire Department & Emergency Services	467,374	658,283	643,137		1,768,794	1,656,916	111,878	2,341,902
Planning & Development	350,951	432,972	480,529		1,264,452	1,277,589	(13,137)	1,836,614
Sanitation	865,108	1,093,651	925,983		2,884,742	2,599,131	285,611	4,178,419
Street Maintenance	232,095	315,328	244,069		791,492	771,875	19,617	1,188,997
Parks & Recreation	1,184,809	1,600,307	1,537,323		4,322,439	4,933,363	(610,924)	7,072,574
Library	215,294	274,434	235,249		724,977	658,654	66,323	973,450
Other	176,693	208,063	257,410		642,166	759,673	(117,507)	1,027,745
Employee Benefits	-	-	-		-	-	-	-
Operating Transfers	-	-	-		-	-	-	-
<b>Total General Fund</b>	<b>7,063,982</b>	<b>8,991,155</b>	<b>8,104,352</b>		<b>24,159,489</b>	<b>23,962,007</b>	<b>197,482</b>	<b>42,701,984</b>
<u>Debt Service Fund</u>	861	5,842,708	(174,761)		5,668,808	5,774,604	(105,796)	6,296,867
<u>Golf Course Lease Fund</u>	20,621	75,761	37,163		133,545	86,108	47,437	127,539
<u>Special Revenue Funds</u>	288,980	158,186	274,433		721,599	759,250	(37,651)	2,780,185
<u>Capital Improvement Bond Funds</u>	868,298	3,866,094	9,270,309		14,004,701	7,289,837	6,714,864	7,408,629
<b>Total Governmental Funds Expenditures</b>	<b>8,242,742</b>	<b>18,933,904</b>	<b>17,511,496</b>		<b>44,688,142</b>	<b>37,871,806</b>	<b>6,816,336</b>	<b>59,315,204</b>
<b>Governmental Funds Revenues O/(U) Expenditures</b>	<b>\$ 14,590,598</b>	<b>\$ (5,205,811)</b>	<b>\$ (8,790,773)</b>		<b>\$ 594,014</b>	<b>\$ 9,036,923</b>	<b>\$ (8,442,909)</b>	<b>\$ (3,702,266)</b>
<b>UTILITY FUNDS</b>								
<b>REVENUE SUMMARY:</b>								
Water/Sewer Fund	\$ 1,842,138	\$ 2,586,169	\$ 2,617,322		\$ 7,045,629	\$ 7,102,944	\$ (57,315)	\$ 10,823,487
Storm Water Fund	57,111	85,247	84,665		227,023	202,424	24,599	301,981
Other	93	107,789	582,372		690,254	855,618	(165,364)	980,859
<b>Total Utility Funds Revenue</b>	<b>1,899,342</b>	<b>2,779,205</b>	<b>3,284,359</b>		<b>7,962,906</b>	<b>8,160,986</b>	<b>(198,080)</b>	<b>12,106,327</b>
<b>EXPENSES SUMMARY:</b>								
General & Administrative	267,124	338,819	218,585		824,528	793,051	31,477	314,038
Water Expenses	664,188	1,429,032	1,143,300		3,236,520	3,497,652	(261,132)	4,240,952
Sewer Expenses	207,704	318,800	224,149		750,653	766,146	(15,493)	1,129,619
Storm Water Expenses	59,770	43,077	63,494		166,341	202,700	(36,359)	104,399
Debt Service & Related Fees	1,889	1,345,321	174,761		1,521,971	2,614	1,519,357	98,200
Operating Transfers	-	107,681	-		107,681	2,106,967	(1,999,286)	4,031,213
Other	66,144	82,538	134,730		283,412	340,270	(56,858)	1,335,190
Employee Benefits	33,385	9,487	9,818		52,690	56,731	(4,041)	63,876
<b>Total Utility Funds Expenses</b>	<b>1,300,204</b>	<b>3,674,755</b>	<b>1,968,837</b>		<b>6,943,796</b>	<b>7,766,131</b>	<b>(822,335)</b>	<b>11,317,487</b>
<b>Utility Funds Revenues O/(U) Expenses</b>	<b>\$ 599,138</b>	<b>\$ (895,550)</b>	<b>\$ 1,315,522</b>		<b>\$ 1,019,110</b>	<b>\$ 394,855</b>	<b>\$ 624,255</b>	<b>\$ 788,840</b>
<b>CAPITAL IMPROVEMENTS FUND</b>								
<b>REVENUE SUMMARY:</b>								
Capital Improvements Fund Revenue	\$ 378	\$ 474	\$ 601		\$ 1,453	\$ 607	\$ (846)	\$ 7,790,100
<b>Total Capital Improvements Fund Revenue</b>	<b>\$ 378</b>	<b>\$ 474</b>	<b>\$ 601</b>		<b>\$ 1,453</b>	<b>\$ 607</b>	<b>\$ (846)</b>	<b>\$ 7,790,100</b>
<b>EXPENDITURE SUMMARY:</b>								
General Government	918,229	1,320,623	654,892		2,893,744	1,743,590	1,150,154	3,384,486
Fire Department	-	-	157,000		157,000	-	157,000	-
Planning & Development	-	-	-		-	35,406	(35,406)	160,265
Street Maintenance	22,655	107,666	356,086		486,407	585,081	(98,674)	711,115
Storm Water	-	-	-		-	129,721	(129,721)	129,721
Park Maintenance	-	-	55,898		55,898	-	55,898	-
Recreation	-	-	48,762		48,762	-	48,762	-
Athletics & Aquatics	-	-	29,978		29,978	-	29,978	-
Building Maintenance	-	-	-		-	-	-	-
Drama	-	22,850	25,913		48,763	-	48,763	-
Library	-	22,850	25,913		48,763	-	48,763	-
Contingency	-	-	-		-	-	-	-
<b>Total Capital Improvements Fund Expenditures</b>	<b>940,884</b>	<b>1,473,989</b>	<b>1,354,442</b>		<b>3,769,315</b>	<b>2,511,123</b>	<b>1,258,192</b>	<b>4,404,837</b>
<b>Capital Improvements Fund Revenues O/(U) Expenditures</b>	<b>\$ (940,506)</b>	<b>\$ (1,473,515)</b>	<b>\$ (1,353,841)</b>		<b>\$ (3,767,862)</b>	<b>\$ (2,510,516)</b>	<b>\$ (1,259,038)</b>	<b>\$ 3,385,263</b>

**CITY OF DEER PARK**  
**SUMMARY STATEMENT OF REVENUES & EXPENDITURES**  
**NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Prior Fiscal Year			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	FY18 YTD Actual	FY17 YTD Actual	Difference O/(U) Prior YTD	FY17 FYE Total
<b><u>FIDUCIARY FUNDS</u></b>								
<b>REVENUE SUMMARY:</b>								
LEPC Fund	\$ 23,936	\$ 28,374	\$ 58		\$ 52,368	\$ 74,173	\$ (21,805)	\$ 109,554
Senior Citizens Fund	308	386	489		1,183	494	689	775
<b>Total Fiduciary Funds Revenue</b>	<b>24,244</b>	<b>28,760</b>	<b>547</b>		<b>53,551</b>	<b>74,667</b>	<b>(21,116)</b>	<b>110,329</b>
<b>EXPENDITURE SUMMARY:</b>								
LEPC Fund	15,592	34,598	137,438		187,628	30,519	157,109	101,131
Senior Citizens Fund	-	-	-		-	-	-	-
<b>Total Fiduciary Funds Expenditures</b>	<b>15,592</b>	<b>34,598</b>	<b>137,438</b>		<b>187,628</b>	<b>30,519</b>	<b>157,109</b>	<b>101,131</b>
<b>Fiduciary Funds Revenues O/(U) Expenditures</b>	<b>\$ 8,652</b>	<b>\$ (5,838)</b>	<b>\$ (136,891)</b>		<b>\$ (134,077)</b>	<b>\$ 44,148</b>	<b>\$ (178,225)</b>	<b>\$ 9,198</b>
<b><u>SPECIAL REVENUE DISTRICTS</u></b>								
<b>REVENUE SUMMARY:</b>								
Crime Control and Prevention District	\$ 144,793	\$ 421,656	\$ 436,730		\$ 1,003,179	\$ 985,206	\$ 17,973	\$ 1,649,598
Fire Control Prevention and EMS District	158,869	433,139	452,177		1,044,185	961,495	82,690	1,640,721
<b>Total Special Revenue Districts Revenue</b>	<b>303,662</b>	<b>854,795</b>	<b>888,907</b>		<b>2,047,364</b>	<b>1,946,701</b>	<b>100,663</b>	<b>3,290,319</b>
<b>EXPENDITURE SUMMARY:</b>								
Crime Control and Prevention District	332,722	187,696	388,868		909,286	2,228,917	(1,319,631)	805,405
Fire Control Prevention and EMS District	308,733	388,890	331,688		1,029,311	1,030,184	(873)	1,276,142
<b>Total Special Revenue Districts Expenditures</b>	<b>641,455</b>	<b>576,586</b>	<b>720,556</b>		<b>1,938,597</b>	<b>3,259,101</b>	<b>(1,320,504)</b>	<b>2,081,547</b>
<b>Special Revenue Districts Revenues O/(U) Expenditures</b>	<b>\$ (337,793)</b>	<b>\$ 278,209</b>	<b>\$ 168,351</b>		<b>\$ 108,767</b>	<b>\$ (1,312,400)</b>	<b>\$ 1,421,167</b>	<b>\$ 1,208,772</b>
<b><u>TYPE B CORPORATION</u></b>								
<b>REVENUE SUMMARY:</b>								
Deer Park Community Development Corporation	\$ 302,139	\$ 851,901	\$ 856,615		\$ 2,010,655	\$ 1,875,062	\$ 135,593	\$ 3,208,765
<b>Total DPCDC Fund Revenue</b>	<b>302,139</b>	<b>851,901</b>	<b>856,615</b>		<b>2,010,655</b>	<b>1,875,062</b>	<b>135,593</b>	<b>3,208,765</b>
<b>EXPENDITURE SUMMARY:</b>								
Deer Park Community Development Corporation	-	317,466	2,064,180		2,381,646	2,939,625	(557,979)	3,009,583
<b>Total DPCDC Fund Expenditures</b>	<b>-</b>	<b>317,466</b>	<b>2,064,180</b>		<b>2,381,646</b>	<b>2,939,625</b>	<b>(557,979)</b>	<b>3,009,583</b>
<b>DPCDC Revenues O/(U) Expenditures</b>	<b>\$ 302,139</b>	<b>\$ 534,435</b>	<b>\$ (1,207,565)</b>		<b>\$ (370,991)</b>	<b>\$ (1,064,563)</b>	<b>\$ 693,572</b>	<b>\$ 199,182</b>

**CITY OF DEER PARK**  
**SUMMARY STATEMENT OF REVENUES & EXPENDITURES**  
**NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b>GENERAL FUND</b>								
<b>REVENUE SUMMARY:</b>								
Taxes	\$ 18,718,187	\$ 9,362,349	\$ 2,603,912		\$ 30,684,448	\$ 32,746,741	\$ 2,062,293	6.30%
Service Fees	211,516	339,049	332,144		882,709	1,215,000	332,291	27.35%
Fines	351,742	395,765	320,850		1,068,357	1,504,200	435,843	28.98%
Permits & Licenses	79,805	118,236	149,795		347,836	501,300	153,464	30.61%
User Fees	447,128	506,415	598,398		1,551,941	1,894,250	342,309	18.07%
Other	282,903	59,884	254,963		597,750	5,664,859	5,067,109	89.45%
Special Revenue	-	4,154	413		4,567	10,000	5,433	54.33%
<b>Total Revenue</b>	<b>20,091,281</b>	<b>10,785,852</b>	<b>4,260,475</b>		<b>35,137,608</b>	<b>43,536,350</b>	<b>8,398,742</b>	<b>19.29%</b>
<b>EXPENDITURE SUMMARY:</b>								
Mayor & Council	7,287	6,212	7,458		20,957	63,550	42,593	67.02%
City Manager	183,034	233,036	217,441		633,511	951,810	318,299	33.44%
Boards & Commissions	4,433	2,991	2,360		9,784	15,408	5,624	36.50%
Municipal Court	90,442	111,406	99,099		300,947	444,901	143,954	32.36%
General Government	648,256	745,131	543,062		1,936,449	4,990,305	3,053,856	61.20%
Legal Services	27,783	39,113	39,429		106,325	152,000	45,675	30.05%
Personnel	68,787	89,607	96,010		254,404	382,418	128,014	33.47%
IT Services	307,320	400,360	314,913		1,022,593	1,605,167	582,574	36.29%
Finance	135,317	173,885	149,321		458,523	687,220	228,697	33.28%
City Secretary	76,412	101,792	93,853		272,057	402,643	130,586	32.43%
Police	2,022,587	2,504,584	2,217,706		6,744,877	9,832,451	3,087,574	31.40%
Emergency Management	91,081	106,953	105,044		303,078	460,660	157,582	34.21%
Fire Department	79,810	163,574	181,706		425,090	659,608	234,518	35.55%
Ambulance Services	257,898	353,647	312,270		923,815	1,340,986	417,171	31.11%
Fire Marshal	38,585	34,109	44,117		116,811	157,653	40,842	25.91%
Central Warehouse	16,212	19,385	17,899		53,496	77,954	24,458	31.37%
Planning & Development	350,951	432,972	480,529		1,264,452	1,959,794	695,342	35.48%
Sanitation	865,108	1,093,651	925,983		2,884,742	4,207,065	1,322,323	31.43%
Street Maintenance	232,095	315,328	244,069		791,492	1,926,225	1,134,733	58.91%
Fleet Maintenance	104,334	120,234	175,108		399,676	744,177	344,501	46.29%
Humane Services	56,147	68,444	64,403		188,994	263,072	74,078	28.16%
Beautification	6,865	-	-		6,865	45,000	38,135	84.74%
Park Maintenance	368,425	530,573	508,912		1,407,910	2,716,249	1,308,339	48.17%
Recreation	307,355	395,728	314,051		1,017,134	1,614,593	597,459	37.00%
Athletics & Aquatics	122,721	174,240	269,173		566,134	875,642	309,508	35.35%
Building Maintenance	125,456	173,547	152,020		451,023	667,180	216,157	32.40%
Senior Services	90,386	148,012	114,856		353,254	564,077	210,823	37.37%
After School Program	70,630	74,508	76,066		221,204	401,988	180,784	44.97%
Drama	92,971	103,699	102,245		298,915	503,232	204,317	40.60%
Library	215,294	274,434	235,249		724,977	1,150,882	425,905	37.01%
Employee Benefits	-	-	-		-	-	-	*
Operating Transfer to Golf Course Lease	-	-	-		-	106,000	106,000	100.00%
Operating Transfer to Capital Improvement Fund	-	-	-		-	3,566,440	3,566,440	100.00%
<b>Total Expenditures</b>	<b>7,063,982</b>	<b>8,991,155</b>	<b>8,104,352</b>		<b>24,159,489</b>	<b>43,536,350</b>	<b>19,376,861</b>	<b>44.51%</b>
<b>General Fund Revenues O/(U) Expenditures</b>	<b>\$ 13,027,299</b>	<b>\$ 1,794,697</b>	<b>\$ (3,843,877)</b>		<b>\$ 10,978,119</b>	<b>\$ -</b>		

**FUND BALANCE**

Beginning Fund Balance	\$ 37,104,658	\$ 50,131,957	\$ 51,926,654	\$ 37,104,658
Revenues Over/(Under) Expenditures	13,027,299	1,794,697	(3,843,877)	10,978,119
<b>Ending Fund Balance</b>	<b>\$ 50,131,957</b>	<b>\$ 51,926,654</b>	<b>\$ 48,082,777</b>	<b>\$ 48,082,777</b>

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

CITY OF DEER PARK  
SUMMARY STATEMENT OF REVENUES & EXPENDITURES  
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b>DEBT SERVICE FUND</b>								
<b>REVENUE SUMMARY:</b>								
Taxes	\$ 2,529,975	\$ 2,173,152	\$ 90,372		\$ 4,793,499	\$ 4,539,566	\$ (253,933)	**
Other	36,100	44,851	2,007,268		2,088,219	2,479,362	391,143	15.78%
<b>Total Revenue</b>	<b>2,566,075</b>	<b>2,218,003</b>	<b>2,097,640</b>		<b>6,881,718</b>	<b>7,018,928</b>	<b>137,210</b>	<b>1.95%</b>
<b>EXPENDITURE SUMMARY:</b>								
Paying Agent Fees/Escrow Payment/Issuance Costs	861	3,392	-		4,253	100,000	95,747	95.75%
Principal Payments	-	4,984,425	(77,401)		4,907,024	5,240,425	333,401	6.36%
Interest Payments	-	854,891	(97,360)		757,531	1,678,503	920,972	54.87%
<b>Total Expenditures</b>	<b>861</b>	<b>5,842,708</b>	<b>(174,761)</b>		<b>5,668,808</b>	<b>7,018,928</b>	<b>1,350,120</b>	<b>19.24%</b>
<b>Debt Service Fund Revenues O/(U) Expenditures</b>	<b>\$ 2,565,214</b>	<b>\$ (3,624,705)</b>	<b>\$ 2,272,401</b>		<b>\$ 1,212,910</b>	<b>\$ -</b>		
<hr/>								
<b>FUND BALANCE</b>								
Beginning Fund Balance	\$ 4,634,051	\$ 7,199,265	\$ 3,574,560		\$ 4,634,051			
Revenues Over/(Under) Expenditures	2,565,214	(3,624,705)	2,272,401		1,212,910			
<b>Ending Fund Balance</b>	<b>\$ 7,199,265</b>	<b>\$ 3,574,560</b>	<b>\$ 5,846,961</b>		<b>\$ 5,846,961</b>			

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK**  
**SUMMARY STATEMENT OF REVENUES & EXPENDITURES**  
**NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	YTD 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b><u>GOLF COURSE LEASE FUND</u></b>								
<b>REVENUE SUMMARY:</b>								
User Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other Revenue	-	-	1,480	1,480	1,480	106,000	104,520	98.60%
Restricted Revenue	-	5,949	36,590	42,539	42,539	70,000	27,461	39.23%
<b>Total Revenue</b>	<b>-</b>	<b>5,949</b>	<b>38,070</b>	<b>44,019</b>	<b>44,019</b>	<b>176,000</b>	<b>131,981</b>	<b>74.99%</b>
<b>EXPENDITURE SUMMARY:</b>								
Operating Expenditures	20,621	40,885	11,251	72,757	72,757	120,000	47,243	39.37%
Capital Expenditures	-	34,876	25,912	60,788	60,788	56,000	(4,788)	**
<b>Total Expenditures</b>	<b>20,621</b>	<b>75,761</b>	<b>37,163</b>	<b>133,545</b>	<b>133,545</b>	<b>176,000</b>	<b>42,455</b>	<b>24.12%</b>
Golf Course Lease Fund Revenues O/(U)								
Expenditures	\$ (20,621)	\$ (69,812)	\$ 907	\$ (89,526)	\$ (89,526)	\$ -		
<b><u>FUND BALANCE</u></b>								
Beginning Fund Balance	\$ 141,289	\$ 120,668	\$ 50,856	\$ 141,289	\$ 141,289			
Revenues Over/(Under) Expenditures	(20,621)	(69,812)	907	(89,526)	(89,526)			
<b>Ending Fund Balance</b>	<b>\$ 120,668</b>	<b>\$ 50,856</b>	<b>\$ 51,763</b>	<b>\$ 51,763</b>	<b>\$ 51,763</b>			

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK  
SUMMARY STATEMENT OF REVENUES & EXPENDITURES  
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b>SPECIAL REVENUE FUNDS</b>								
<b>REVENUE SUMMARY:</b>								
Hotel Occupancy Tax Fund	\$ -	\$ 170,490	\$ 177,972		\$ 348,462	\$ 1,075,982	\$ 727,520	67.61%
Police Forfeiture Fund	11,144	1,746	7,116		20,006	14,403	(5,603)	**
Other	5,403	32,384	26,188		63,975	-	(63,975)	*
Municipal Court Fund	51,955	53,043	51,776		156,774	359,810	203,036	56.43%
Disaster Declarations	-	-	-		-	-	-	*
Grant Fund	-	-	-		-	529,585	529,585	100.00%
Street Assessment Fund	206	259	328		793	-	(793)	*
East Blvd Fund	74	93	117		284	-	(284)	*
Chapter 380	-	-	-		-	-	-	*
<b>Total Revenue</b>	<b>68,782</b>	<b>258,015</b>	<b>263,497</b>		<b>590,294</b>	<b>1,979,780</b>	<b>1,389,486</b>	<b>70.18%</b>
<b>EXPENDITURE SUMMARY:</b>								
Hotel Occupancy Tax Fund	138,031	50,117	62,260		250,408	1,075,982	825,574	76.73%
Police Forfeiture Fund	5,983	3,244	4,654		13,881	14,403	522	3.62%
Other	24,042	37,064	157,740		218,846	-	-	*
Municipal Court Fund	52,736	39,660	49,662		142,058	355,748	213,690	60.07%
Disaster Declarations	42,885	4,828	-		47,713	-	-	*
Grant Fund	25,229	23,180	-		48,409	529,585	481,176	90.86%
Street Assessment Fund	-	-	-		-	-	-	*
East Blvd Fund	74	93	117		-	-	-	*
Chapter 380	-	-	-		284	-	1	*
<b>Total Expenditures</b>	<b>288,980</b>	<b>158,186</b>	<b>274,433</b>		<b>721,599</b>	<b>1,975,718</b>	<b>1,520,963</b>	<b>76.98%</b>
Special Revenue Funds Revenues O/(U) Expenditures	\$ (220,198)	\$ 99,829	\$ (10,936)		\$ (131,305)	\$ 4,062		

**FUND BALANCE**

Beginning Fund Balance	\$ 1,326,456	\$ 1,106,258	\$ 1,206,087	\$ 1,326,456
Revenues Over/(Under) Expenditures	(220,198)	99,829	(10,936)	(131,305)
Ending Fund Balance	\$ 1,106,258	\$ 1,206,087	\$ 1,195,151	\$ 1,195,151

**Ending Fund Balance by Fund:**

11 - Hotel Occupancy Tax Fund	\$ 867,072	\$ 987,444	\$ 1,103,157	\$ 1,103,157
12 - Police Forfeiture Fund	33,855	32,357	34,818	34,818
14 - Other	605,073	600,393	468,841	468,841
19 - Municipal Court Fund	241,698	255,081	257,195	257,195
21 - Hurricane Ike	-	-	-	-
22 - Disaster Declarations	(766,404)	(771,232)	(771,232)	(771,232)
24 - Grant Fund	2,575	(20,604)	(20,604)	(20,604)
30 - Street Assessment Fund	95,413	95,672	96,000	96,000
38 - East Blvd Fund	26,976	26,976	26,976	26,976
86 - Chapter 380	-	-	-	-
<b>Total Special Revenue Funds</b>	<b>\$ 1,106,258</b>	<b>\$ 1,206,087</b>	<b>\$ 1,195,151</b>	<b>\$ 1,195,151</b>

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK  
SUMMARY STATEMENT OF REVENUES & EXPENDITURES  
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b>CAPITAL IMPROVEMENT BOND FUNDS</b>								
<b>REVENUE SUMMARY:</b>								
CIBF 2005	\$ 881	\$ 1,105	\$ 1,399		\$ 3,385	\$ -	\$ (3,385)	*
CIBF 2007	5,047	6,323	7,663		19,033	-	(19,033)	*
CIBF 2010	4,644	5,819	4,827		15,290	-	(15,290)	*
CIBF 2011	1,851	2,318	209,389		213,558	-	(213,558)	*
CIBF 2012	6,252	7,833	214,329		228,414	-	(228,414)	*
CIBF 2013	1,064	1,312	251,928		254,304	-	(254,304)	*
CIBF 2014 (CO)	4,860	5,997	348,918		359,775	-	(359,775)	*
CIBF 2014 (GO)	125	155	196		476	-	(476)	*
CIBF 2015	20,005	24,687	30,116		74,808	-	(74,808)	*
CIBF 2015-A	14,283	17,627	344,701		376,611	-	(376,611)	*
CIBF 2016 & 2017 (DPCDC)	23,765	344,866	143,567		512,198	-	(512,198)	*
CIBF 2016-A	19,844	24,490	312,219		356,553	-	(356,553)	*
CIBF 2017-A	4,581	17,742	191,789		214,112	-	(214,112)	*
<b>Total Revenue</b>	<b>107,202</b>	<b>460,274</b>	<b>2,061,041</b>		<b>2,628,517</b>	<b>-</b>	<b>(2,628,517)</b>	<b>*</b>
<b>EXPENDITURE SUMMARY:</b>								
CIBF 2005	881	1,105	1,399		3,385	-	(3,385)	*
CIBF 2007	19,883	59,015	304,632		383,530	-	(383,530)	*
CIBF 2010	204,644	5,819	1,782,167		1,992,630	-	(1,992,630)	*
CIBF 2011	-	310,650	70,300		380,950	-	(380,950)	*
CIBF 2012	-	1,982,956	331,234		2,314,190	-	(2,314,190)	*
CIBF 2013	-	47,850	274,400		322,250	-	(322,250)	*
CIBF 2014 (CO)	6,970	-	1,917,373		1,924,343	-	(1,924,343)	*
CIBF 2014 (GO)	125	155	196		476	-	(476)	*
CIBF 2015	203,365	476,181	257,672		937,218	-	(937,218)	*
CIBF 2015-A	19,405	4,633	102,412		126,450	-	(126,450)	*
CIBF 2016 & 2017 (DPCDC)	275,684	666,794	3,153,877		4,096,355	-	(4,096,355)	*
CIBF 2016-A	18,380	234,828	106,663		359,871	-	(359,871)	*
CIBF 2017-A	118,961	76,108	967,984		1,163,053	-	(1,163,053)	*
<b>Total Expenditures</b>	<b>868,298</b>	<b>3,866,094</b>	<b>9,270,309</b>		<b>14,004,701</b>	<b>-</b>	<b>(14,004,701)</b>	<b>*</b>
<b>CIBF Revenues O/(U) Expenditures</b>	<b>\$ (761,096)</b>	<b>\$ (3,405,820)</b>	<b>\$ (7,209,268)</b>		<b>\$ (11,376,184)</b>	<b>\$ -</b>		

**FUND BALANCE**

Beginning Fund Balance	\$ 20,764,290	\$ 20,003,194	\$ 16,597,374	\$ 20,764,290
Revenues Over/(Under) Expenditures	(761,096)	(3,405,820)	(7,209,268)	(11,376,184)
<b>Ending Fund Balance</b>	<b>\$ 20,003,194</b>	<b>\$ 16,597,374</b>	<b>\$ 9,388,106</b>	<b>\$ 9,388,106</b>

Ending Fund Balance by Fund:

23 - Series 2016 & 2017 (DPCDC)	\$ 8,229,321	\$ 7,907,393	\$ 4,897,083	\$ 4,897,083
26 - Series 2015	6,874,482	6,422,989	6,195,432	6,195,432
27 - Series 2014 GO	-	-	-	-
28 - Series 2013	(173,978)	(220,516)	(242,988)	(242,988)
29 - Series 2012	118,475	(1,856,649)	(1,973,553)	(1,973,553)
32 - Series 2010	2,384,951	2,384,951	607,612	607,612
34 - Series 2007	1,704,340	1,651,648	1,354,679	1,354,679
35 - Series 2005	321,268	321,268	321,268	321,268
39 - Series 2011	274,532	(33,800)	105,289	105,289
48 - Series 2014 CO	129,401	135,398	(1,433,057)	(1,433,057)
49 - Series 2015-A	171,367	184,362	426,650	426,650
51 - Series 2016-A	83,414	(126,925)	78,632	78,632
52 - Series 2017-A	(114,379)	(172,745)	(948,941)	(948,941)
<b>Total CIBF</b>	<b>\$ 20,003,194</b>	<b>\$ 16,597,374</b>	<b>\$ 9,388,106</b>	<b>\$ 9,388,106</b>

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

**CITY OF DEER PARK**  
**SUMMARY STATEMENT OF REVENUES & EXPENDITURES**  
**NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b><u>WATER/SEWER FUND</u></b>								
<b>REVENUE SUMMARY:</b>								
Service Fees	\$ 1,822,749	\$ 2,569,514	\$ 2,592,702		\$ 6,984,965	\$ 10,821,161	\$ 3,836,196	35.45%
Permits & Licenses	6,647	9,841	15,507		31,995	75,000	43,005	57.34%
Other	12,742	6,814	9,113		28,669	274,305	245,636	89.55%
<b>Total Revenue</b>	<b>1,842,138</b>	<b>2,586,169</b>	<b>2,617,322</b>		<b>7,045,629</b>	<b>11,170,466</b>	<b>4,124,837</b>	<b>36.93%</b>
<b>EXPENDITURE SUMMARY:</b>								
Public Works Administration	156,615	156,530	55,803		368,948	414,365	45,417	10.96%
Water Maintenance	255,206	589,731	310,938		1,155,875	2,120,463	964,588	45.49%
Central Collections	110,509	182,289	162,782		455,580	678,876	223,296	32.89%
Meter Readers	66,087	78,288	71,467		215,842	327,426	111,584	34.08%
Wastewater Treatment	207,704	318,800	224,149		750,653	1,433,972	683,319	47.65%
Water Treatment Plant	408,982	839,301	832,362		2,080,645	3,829,371	1,748,726	45.67%
Employee Benefits	33,385	9,487	9,818		52,690	90,430	37,740	41.73%
Paying Agent Fees	1,889	299	-		2,188	6,500	4,312	66.34%
Principal Payments	-	954,540	168,436		1,122,976	1,289,575	166,599	12.92%
Interest Expense	-	390,482	6,325		396,807	880,067	483,260	54.91%
Transfer to Debt Service Fund	-	-	-		-	-	-	-
Transfer to General Fund	-	-	-		-	-	-	-
Transfer to Funds 46 & 47	-	107,681	-		107,681	99,421	(8,260)	**
<b>Total Expenditures</b>	<b>1,240,377</b>	<b>3,627,428</b>	<b>1,842,080</b>		<b>6,709,885</b>	<b>11,170,466</b>	<b>4,460,581</b>	<b>39.93%</b>
<b>Water/Sewer Fund Revenues O/(U) Expenditures</b>	<b>\$ 601,761</b>	<b>\$ (1,041,259)</b>	<b>\$ 775,242</b>		<b>\$ 335,744</b>	<b>\$ -</b>		

**FUND BALANCE**

Beginning Fund Balance	\$ 21,245,441	\$ 21,847,202	\$ 20,805,943	\$ 21,245,441
Revenues Over/(Under) Expenditures	601,761	(1,041,259)	775,242	335,744
<b>Ending Fund Balance</b>	<b>\$ 21,847,202</b>	<b>\$ 20,805,943</b>	<b>\$ 21,581,185</b>	<b>\$ 21,581,185</b>

\* Line item not budgeted.

\*\* YTD actual exceeds budget.



**CITY OF DEER PARK**  
**SUMMARY STATEMENT OF REVENUES & EXPENDITURES**  
**NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b>OTHER UTILITY FUNDS</b>								
<b>REVENUE SUMMARY:</b>								
TWDB Series 2002	\$ 17	\$ 107,693	\$ 17,732		\$ 125,442	\$ -	\$ (125,442)	*
Wastewater/Sanitary Sewer - Series 2002	76	96	564,640		564,812	-	(564,812)	*
Storm Water Utility Fund	57,111	85,247	84,665		227,023	337,500	110,477	32.73%
<b>Total Revenue</b>	<b>57,204</b>	<b>193,036</b>	<b>667,037</b>		<b>917,277</b>	<b>337,500</b>	<b>(579,777)</b>	**
<b>EXPENDITURE SUMMARY:</b>								
TWDB Series 2002	-	4,250	20,682		24,932	-	(24,932)	*
Wastewater/Sanitary Sewer - Series 2002	57	-	42,581		42,638	-	(42,638)	*
Storm Water Utility Fund	59,770	43,077	63,494		166,341	337,500	171,159	50.71%
<b>Total Expenditures</b>	<b>59,827</b>	<b>47,327</b>	<b>126,757</b>		<b>233,911</b>	<b>337,500</b>	<b>103,589</b>	30.69%
<b>Other Utility Funds Revenues O/(U) Expenditures</b>	<b>\$ (2,623)</b>	<b>\$ 145,709</b>	<b>\$ 540,280</b>		<b>\$ 683,366</b>	<b>\$ -</b>		

**FUND BALANCE**

Beginning Fund Balance	\$ 3,861,275	\$ 3,858,652	\$ 4,004,361	\$ 3,861,275
Revenues Over/(Under) Expenditures	(2,623)	145,709	540,280	683,366
<b>Ending Fund Balance</b>	<b>\$ 3,858,652</b>	<b>\$ 4,004,361</b>	<b>\$ 4,544,641</b>	<b>\$ 4,544,641</b>

**Ending Fund Balance by Fund:**

25 - Storm Water Utility Fund	\$ (15,320)	\$ 26,850	\$ 48,021	\$ 48,021
43 - 2000 Sewer Rehab	511,088	511,088	511,088	511,088
46 - 2002 TWDB	2,175,251	2,278,694	2,275,744	2,275,744
47 - 2002 WW SS	1,187,633	1,187,729	1,709,788	1,709,788
	<b>\$ 3,858,652</b>	<b>\$ 4,004,361</b>	<b>\$ 4,544,641</b>	<b>\$ 4,544,641</b>

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK**  
**SUMMARY STATEMENT OF REVENUES & EXPENDITURES**  
**NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b>CAPITAL IMPROVEMENTS FUND</b>								
<b>REVENUE SUMMARY:</b>								
Other	\$ 378	\$ 474	\$ 601		\$ 1,453	\$ 7,168,148	\$ 7,166,695	99.98%
Total Revenue	378	474	601		1,453	7,168,148	7,166,695	99.98%
<b>EXPENDITURE SUMMARY:</b>								
General Government	918,229	1,320,623	654,892		2,893,744	3,622,440	728,696	20.12%
Fire Department	-	-	157,000		157,000	157,000	-	**
Planning & Development	-	-	-		-	-	-	*
Street Maintenance	22,655	107,666	356,086		486,407	1,933,813	1,447,406	74.85%
Storm Water	-	-	-		-	-	-	*
Park Maintenance	-	-	55,898		55,898	861,895	805,997	93.51%
Recreation	-	-	48,762		48,762	56,000	7,238	12.93%
Athletics & Aquatics	-	-	29,978		29,978	125,000	95,022	76.02%
Building Maintenance	-	-	-		-	200,000	200,000	100.00%
Drama	-	22,850	25,913		48,763	56,000	7,237	12.92%
Library	-	22,850	25,913		48,763	56,000	7,237	12.92%
Contingency	-	-	-		-	100,000	100,000	100.00%
Total Expenditures	940,884	1,473,989	1,354,442		3,769,315	7,168,148	3,398,833	47.42%
Capital Improvements Fund Revenues O(U) Expenditures	\$ (940,506)	\$ (1,473,515)	\$ (1,353,841)		\$ (3,767,862)	\$ -		
<b>FUND BALANCE</b>								
Beginning Fund Balance	\$ 8,114,128	\$ 7,173,622	\$ 5,700,107		\$ 8,114,128			
Revenues Over/(Under) Expenditures	(940,506)	(1,473,515)	(1,353,841)		(3,767,862)			
Ending Fund Balance	\$ 7,173,622	\$ 5,700,107	\$ 4,346,266		\$ 4,346,266			

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK  
DETAIL OF CAPITAL IMPROVEMENTS FUND EXPENDITURES  
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	<u>Qtr 1</u> <u>12/31/2017</u>	<u>Qtr 2</u> <u>1/0/1900</u>	<u>Qtr 3</u> <u>6/30/2018</u>	<u>Qtr 4</u> <u>6/30/2018</u>	<u>YTD</u> <u>Actual</u>	<u>Amended</u> <u>Budget</u>	<u>Remaining</u> <u>Budget</u>	<u>Remaining</u> <u>Budget %</u>
<u>General Government</u>								
New City Hall	\$ 918,229	\$ 1,255,480	\$ 651,258		\$ 2,824,967	\$ 3,122,440	\$ 297,473	9.53%
New City Hall - Furniture	-	65,142	3,635		68,777	500,000	431,223	86.24%
<u>Fire Department</u>								
Roof Replacement - Fire Station #1	-	-	157,000		157,000	157,000	-	0.00%
<u>Street Maintenance</u>								
Street Replacement Program	20,535	7,273	203,090		230,898	1,633,813	1,402,915	85.87%
Sidewalks	2,120	100,394	152,995		255,509	300,000	44,491	14.83%
<u>Park Maintenance</u>								
Shade Structure at Bayou Bend Park	-	-	-		-	100,000	100,000	100.00%
Repave Pony Field Parking Lot (P-Street)	-	-	-		-	100,000	100,000	100.00%
Girl's Softball Renovations	-	-	-		-	449,631	449,631	100.00%
Soccer Field Development	-	-	-		-	107,197	107,197	100.00%
Dow Park Pavilion & Improvements	-	-	55,898		55,898	105,067	49,169	46.80%
<u>Recreation</u>								
Replace Marquee Sign - Community Center	-	-	48,762		48,762	56,000	7,238	12.93%
<u>Athletics &amp; Aquatics</u>								
New Slide Structure	-	-	29,978		29,978	125,000	95,022	76.02%
<u>Building Maintenance</u>								
Restore Roof - Community Center	-	-	-		-	200,000	200,000	100.00%
<u>Drama</u>								
Replace Marquee Sign - Court & Theater Building	-	22,850	25,913		48,763	56,000	7,237	12.92%
<u>Library</u>								
Replace Marquee Sign - Library	-	22,850	25,913		48,763	56,000	7,237	12.92%
<u>Contingency</u>								
Unallocated funds	-	-	-		-	100,000	100,000	100.00%
<b>Total Expenditures</b>	<b>\$ 940,884</b>	<b>\$ 1,473,989</b>	<b>\$ 1,354,442</b>		<b>\$ 3,769,315</b>	<b>\$ 7,168,148</b>	<b>\$ 3,398,833</b>	<b>47.42%</b>

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK**  
**SUMMARY STATEMENT OF REVENUES & EXPENDITURES**  
**NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b>FIDUCIARY FUNDS</b>								
<b>REVENUE SUMMARY:</b>								
LEPC Fund	\$ 23,936	\$ 28,374	\$ 58		\$ 52,368	\$ -	\$ (52,368)	*
Senior Citizens Fund	308	386	489		1,183	-	(1,183)	*
<b>Total Revenue</b>	<b>24,244</b>	<b>28,760</b>	<b>547</b>		<b>53,551</b>	<b>-</b>	<b>(53,551)</b>	*
<b>EXPENDITURE SUMMARY:</b>								
LEPC Fund	15,592	34,598	137,438		187,628	-	(187,628)	*
Senior Citizens Fund	-	-	-		-	-	-	*
<b>Total Expenditures</b>	<b>15,592</b>	<b>34,598</b>	<b>137,438</b>		<b>187,628</b>	<b>-</b>	<b>(187,628)</b>	*
<b>Fiduciary Funds Revenues O/(U) Expenditures</b>	<b>\$ 8,652</b>	<b>\$ (5,838)</b>	<b>\$ (136,891)</b>		<b>\$ (134,077)</b>	<b>\$ -</b>		

**FUND BALANCE**

Beginning Fund Balance - LEPC Fund	\$ 135,308	\$ 143,652	\$ 137,428	\$ 135,308
Revenues Over/(Under) Expenditures	8,344	(6,224)	(137,380)	(135,260)
<b>Ending Fund Balance - LEPC Fund</b>	<b>\$ 143,652</b>	<b>\$ 137,428</b>	<b>\$ 48</b>	<b>\$ 48</b>
Beginning Fund Balance - Senior Citizens Fund	\$ 113,104	\$ 113,412	\$ 113,798	\$ 113,104
Revenues Over/(Under) Expenditures	308	386	489	1,183
<b>Ending Fund Balance - Senior Citizens Fund</b>	<b>\$ 113,412</b>	<b>\$ 113,798</b>	<b>\$ 114,287</b>	<b>\$ 114,287</b>

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK**  
**SUMMARY STATEMENT OF REVENUES & EXPENDITURES**  
**NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b><u>SPECIAL REVENUE DISTRICTS</u></b>								
<b>REVENUE SUMMARY:</b>								
Crime Control and Prevention District	\$ 144,793	\$ 421,656	\$ 436,730		\$ 1,003,179	\$ 2,042,096	\$ 1,038,917	50.88%
Fire Control Prevention and EMS District	158,869	433,139	452,177		1,044,185	3,810,343	2,766,158	72.60%
<b>Total Revenue</b>	<b>303,662</b>	<b>854,795</b>	<b>888,907</b>		<b>2,047,364</b>	<b>5,852,439</b>	<b>3,805,075</b>	<b>65.02%</b>
<b>EXPENDITURE SUMMARY:</b>								
Crime Control and Prevention District	332,722	187,696	388,868		909,286	2,042,096	1,132,810	55.47%
Fire Control Prevention and EMS District	308,733	388,890	331,688		1,029,311	3,810,343	2,781,032	72.99%
<b>Total Expenditures</b>	<b>641,455</b>	<b>576,586</b>	<b>720,556</b>		<b>1,938,597</b>	<b>5,852,439</b>	<b>3,913,842</b>	<b>66.88%</b>
<b>Special Revenue Districts Revenues O/(U) Expenditures</b>	<b>\$ (337,793)</b>	<b>\$ 278,209</b>	<b>\$ 168,351</b>		<b>\$ 108,767</b>	<b>\$ -</b>		

**FUND BALANCE**

Beginning Fund Balance - CCPD	\$ 4,393,534	\$ 4,205,605	\$ 4,439,565	\$ 4,393,534
Revenues Over/(Under) Expenditures	(187,929)	233,960	47,862	93,893
<b>Ending Fund Balance - CCPD</b>	<b>\$ 4,205,605</b>	<b>\$ 4,439,565</b>	<b>\$ 4,487,427</b>	<b>\$ 4,487,427</b>
Beginning Fund Balance - FCPEMSD	\$ 3,110,284	\$ 2,960,420	\$ 3,004,669	\$ 3,110,284
Revenues Over/(Under) Expenditures	(149,864)	44,249	120,489	14,874
<b>Ending Fund Balance - FCPEMSD</b>	<b>\$ 2,960,420</b>	<b>\$ 3,004,669</b>	<b>\$ 3,125,158</b>	<b>\$ 3,125,158</b>

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK  
SUMMARY STATEMENT OF REVENUES & EXPENDITURES  
NINE MONTHS ENDED JUNE 30, 2018 (UNAUDITED)**

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 3/31/2018	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<b>DEER PARK COMMUNITY DEVELOPMENT CORPORATION</b>								
<b>REVENUE SUMMARY:</b>								
Taxes	\$ 301,832	\$ 851,596	\$ 856,383		\$ 2,009,811	\$ 2,700,000	\$ 690,189	25.56%
Other	307	305	232		844	900	56	6.22%
<b>Total Revenue</b>	<b>302,139</b>	<b>851,901</b>	<b>856,615</b>		<b>2,010,655</b>	<b>2,700,900</b>	<b>690,245</b>	<b>25.56%</b>
<b>EXPENDITURE SUMMARY:</b>								
Operating Expenditures	-	2,000	-		2,000	306,538	304,538	99.35%
Transfer to Debt Service Fund	-	315,466	2,064,180		2,379,646	2,394,362	14,716	0.61%
<b>Total Expenditures</b>	<b>-</b>	<b>317,466</b>	<b>2,064,180</b>		<b>2,381,646</b>	<b>2,700,900</b>	<b>319,254</b>	<b>11.82%</b>
Golf Course Lease Fund Revenues O/(U) Expenditures	\$ 302,139	\$ 534,435	\$ (1,207,565)		\$ (370,991)	\$ -		
<hr/>								
<b>FUND BALANCE</b>								
Beginning Fund Balance	\$ 3,241,872	\$ 3,544,011	\$ 4,078,446		\$ 3,241,872			
Revenues Over/(Under) Expenditures	302,139	534,435	(1,207,565)		(370,991)			
<b>Ending Fund Balance</b>	<b>\$ 3,544,011</b>	<b>\$ 4,078,446</b>	<b>\$ 2,870,881</b>		<b>\$ 2,870,881</b>			

\* Line item not budgeted.

\*\* YTD actual exceeds budget.

**CITY OF DEER PARK  
SUMMARY OF AD VALOREM (PROPERTY) TAX  
FISCAL YEAR 2016 - FISCAL YEAR 2018**

Fiscal Month	FY 2016		FY 2017		FY 2018	
	<u>Ad Valorem *</u>	<u>Industrial</u>	<u>Ad Valorem *</u>	<u>Industrial</u>	<u>Ad Valorem *</u>	<u>Industrial</u>
Oct	\$ 23,462	\$ -	\$ 348,751	\$ -	\$ 471,868	\$ -
Nov	968,115	-	1,044,652	112,192	1,254,064	31,839
Dec	6,913,356	13,178,476	7,111,516	12,804,889	8,048,053	10,423,927
Jan	6,399,747	260,783	7,688,458	65,586	6,722,377	809,817
Feb	1,332,727	213,330	1,067,393	65,825	1,384,431	37,478
Mar	283,338	(14,501)	422,982	6,032	356,288	-
Apr	99,882	(9,966)	138,187	2,393	152,842	2,887
May	205,323	-	188,096	1,679	116,603	4,469
Jun	110,979	-	63,231	-	112,912	5,781
Jul	50,116	-	39,116	-	-	-
Aug	32,164	-	15,318	-	-	-
Sep	25,100	-	(226,111)	-	-	-
Total	<u>\$ 16,444,309</u>	<u>\$ 13,628,122</u>	<u>\$ 17,901,589</u>	<u>\$ 13,058,596</u>	<u>\$ 18,619,438</u>	<u>\$ 11,316,198</u>
YTD	<u>\$ 16,336,929</u>	<u>\$ 13,628,122</u>	<u>\$ 18,073,266</u>	<u>\$ 13,058,596</u>	<u>\$ 18,619,438</u>	<u>\$ 11,316,198</u>
% of Budget	105.17%	106.48%	102.85%	113.27%	102.79%	99.95%
Budget	\$ 15,533,821	\$ 12,798,700	\$ 17,572,173	\$ 11,528,238	\$ 18,114,583	\$ 11,321,524
% of Budget	105.86%	106.48%	101.87%	113.27%	102.79%	99.95%
<u>Tax Rate:</u>	<u>\$ 0.714352</u>	/ \$100 valuation	<u>\$ 0.720000</u>	/ \$100 valuation	<u>\$ 0.720000</u>	/ \$100 valuation
General	\$ 0.515711	/ \$100 valuation	\$ 0.519943	/ \$100 valuation	\$ 0.533514	/ \$100 valuation
Debt Service	\$ 0.198641	/ \$100 valuation	\$ 0.200057	/ \$100 valuation	\$ 0.186486	/ \$100 valuation

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

**CITY OF DEER PARK  
SUMMARY OF SALES & MIXED BEVERAGE TAX  
FISCAL YEAR 2016 - FISCAL YEAR 2018**

Payment		City of Deer Park			CCPD			FCPEMSD		
Received	Collected	FY 2016	FY 2017	FY 2018	FY 2016	FY 2017	FY 2018	FY 2016	FY 2017	FY 2018
Oct	Aug	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov	Sep	671	681	737	-	-	-	-	-	-
Dec	Oct	516,217	521,199	602,950	130,669	144,618	144,488	129,317	143,495	158,447
Jan	Nov	484,135	512,669	584,456	130,882	129,899	144,324	130,051	129,091	151,916
Feb	Dec	571,825	657,915	666,769	141,347	164,199	164,040	140,670	164,826	166,067
Mar	Jan	475,306	415,192	453,779	121,029	103,194	113,103	120,327	104,229	114,881
Apr	Feb	518,740	474,902	603,046	128,215	118,942	162,427	127,669	121,077	171,509
May	Mar	573,297	694,899	604,228	142,314	168,850	148,331	141,788	171,752	155,168
Jun	Apr	553,393	475,515	508,044	138,995	120,859	125,780	137,732	125,816	125,249
Jul	May	573,882	571,967		146,670	137,048		145,729	138,851	
Aug	Jun	722,409	539,270		192,621	133,257		191,471	139,741	
Sep	Jul	1,563,678	1,561,136		415,998	387,025		409,516	400,241	
Total		<u>\$ 6,553,553</u>	<u>\$ 6,425,345</u>	<u>\$ 4,024,009</u>	<u>\$ 1,688,740</u>	<u>\$ 1,607,891</u>	<u>\$ 1,002,493</u>	<u>\$ 1,674,270</u>	<u>\$ 1,639,119</u>	<u>\$ 1,043,237</u>
YTD		<u>\$ 3,693,584</u>	<u>\$ 3,752,972</u>	<u>\$ 4,024,009</u>	<u>\$ 933,451</u>	<u>\$ 950,561</u>	<u>\$ 1,002,493</u>	<u>\$ 927,554</u>	<u>\$ 960,286</u>	<u>\$ 1,043,237</u>
% of Budget		65.96%	64.71%	68.79%	74.08%	72.01%	73.35%	73.62%	72.75%	76.33%
Budget		\$ 5,600,000	\$ 5,800,000	\$ 5,850,000	\$ 1,260,000	\$ 1,320,000	\$ 1,366,800	\$ 1,260,000	\$ 1,320,000	\$ 1,366,800
% of Budget		117.03%	110.78%	68.79%	134.03%	121.81%	73.35%	132.88%	124.18%	76.33%

Payment		DPCDC		
Received	Collected	FY 2016	FY 2017	FY 2018
Oct	Aug	\$ -	\$ -	\$ -
Nov	Sep	324	329	356
Dec	Oct	258,098	260,600	301,475
Jan	Nov	241,165	255,458	291,347
Feb	Dec	285,901	328,946	333,372
Mar	Jan	237,642	207,584	226,877
Apr	Feb	257,999	236,160	300,273
May	Mar	286,637	347,438	302,101
Jun	Apr	276,685	237,745	254,009
Jul	May	285,222	284,163	
Aug	Jun	361,193	269,622	
Sep	Jul	780,916	779,680	
Total		<u>\$ 3,271,782</u>	<u>\$ 3,207,725</u>	<u>\$ 2,009,810</u>
YTD		<u>\$ 1,844,451</u>	<u>\$ 1,874,260</u>	<u>\$ 2,009,810</u>
% of Budget		80.19%	78.09%	74.44%
Budget		\$ 2,300,000	\$ 2,400,000	\$ 2,700,000
% of Budget		142.25%	133.66%	74.44%

The following is an approximation of sales tax revenue by category based on a 15-year average from 2002-2016. This represents the most recent data available for the City and provides a relative scale for the source of the City's sales tax revenue.

Retail	33.77%
Wholesale	17.08%
Manufacturing	14.70%
Accommodation/Food Service	10.79%
Construction	8.32%
Real Estate/Rental/Leasing	6.64%
All Other	8.70%



**CITY OF DEER PARK  
SUMMARY OF FRANCHISE TAXES  
FISCAL YEAR 2016 - FISCAL YEAR 2018**

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
Oct	\$ 185,304	\$ 97,905	\$ 100,369
Nov	8,102	101,486	103,012
Dec	189,587	191,582	200,022
Jan	83,095	66,588	45,804
Feb	261,162	271,448	271,515
Mar	95,748	191,961	195,030
Apr	259,264	56,521	46,304
May	200,441	291,241	319,161
Jun	108,489	207,791	209,573
Jul	168,060	50,683	
Aug	258,628	265,450	
Sep	311,173	302,882	
Total	<u>\$ 2,129,053</u>	<u>\$ 2,095,518</u>	<u>\$ 1,490,790</u>
YTD	<u>\$ 1,391,192</u>	<u>\$ 1,476,503</u>	<u>\$ 1,490,790</u>
% of Budget	63.24%	72.02%	76.45%
Budget	<u>\$ 2,200,000</u>	<u>\$ 2,050,000</u>	<u>\$ 1,950,000</u>
% of Budget	96.78%	102.22%	76.45%

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

**CITY OF DEER PARK  
SUMMARY OF DEBT SERVICE PAYMENTS BY TYPE  
FISCAL YEAR 2018**

<u>Series</u>	<u>Original Issuance</u>	<u>Debt Outstanding</u>	<u>Fiscal Year Debt Service Payments</u>			
			<u>Principal</u>	<u>Interest 3/15</u>	<u>Interest 9/15</u>	<u>Total</u>
2007 GO Bonds	\$ 7,465,000	\$ 320,000 *	\$ 320,000.00	\$ 6,080.00	\$ -	\$ 326,080.00
2007 Certificates of Obligation	2,300,000	105,000 *	105,000.00	2,231.25	-	107,231.25
2010 Certificates of Obligation	7,805,000	6,070,000	400,000.00	134,487.50	125,487.50	659,975.00
2010 GO & GO Refunding Bonds	6,295,000	2,020,000	545,000.00	44,475.00	32,212.50	621,687.50
2011 Certificates of Obligation	3,390,000	2,900,000	155,000.00	52,300.00	50,362.50	257,662.50
2011 GO Refunding Bonds	3,490,000	1,760,000	305,000.00	24,875.00	21,062.50	350,937.50
2012 Certificates of Obligation	4,725,000	4,450,000	150,000.00	57,476.25	55,976.25	263,452.50
2012 GO Refunding Bonds	4,510,000	3,845,000	590,000.00	45,275.00	39,375.00	674,650.00
2013 Certificates of Obligation	6,925,000	6,765,000	140,000.00	110,400.00	108,650.00	359,050.00
2014 Certificates of Obligation	6,275,000	6,025,000	235,000.00	108,112.50	104,587.50	447,700.00
2014 GO & GO Refunding Bonds	2,920,000	2,800,000	40,000.00	44,537.50	43,937.50	128,475.00
2015 Certificates of Obligation	7,310,000	5,995,000	680,000.00	86,625.00	79,825.00	846,450.00
2015-A Certificates of Obligation	7,110,000	6,810,000	220,000.00	102,412.50	100,212.50	422,625.00
2016 Certificates of Obligation	9,450,000	7,430,000	1,780,000.00	59,068.50	44,917.50	1,883,986.00
2016 Limited Tax Refunding	6,260,000	6,260,000	-	103,762.50	103,762.50	207,525.00
2016-A Certificates of Obligation	6,885,000	6,715,000	175,000.00	106,662.50	104,912.50	386,575.00
2017 Certificates of Obligation	2,700,000	2,700,000	60,000.00	25,515.00	24,948.00	110,463.00
2017-A Certificates of Obligation	5,150,000	5,150,000	130,000.00	40,041.67	70,775.00	240,816.67
Total General Obligation Debt		\$ 78,120,000	\$ 6,030,000.00	\$ 1,154,337.67	\$ 1,111,004.25	\$ 8,295,341.92

<u>Series</u>	<u>Original Issuance</u>	<u>Debt Outstanding</u>	<u>Fiscal Year Debt Service Payments</u>			
			<u>Principal</u>	<u>Interest 3/1</u>	<u>Interest 9/1</u>	<u>Total</u>
2002 Revenue Bonds	\$ 5,000,000	\$ 250,000	\$ 250,000.00	\$ 4,250.00	\$ -	\$ 254,250.00
Total Revenue Bonds		\$ 250,000	\$ 250,000.00	\$ 4,250.00	\$ -	\$ 254,250.00

\* \$5,040,000 and \$1,440,000 of these Bonds and Certificates, respectively, for the years 2019-2027 were defeased by the Series 2016, Limited Tax Refunding and were called on 3/15/17.

**CITY OF DEER PARK  
SUMMARY OF DEBT SERVICE PAYMENTS  
FISCAL YEAR 2018**

<u>Series</u>	<u>Original</u>	<u>Debt</u>	<u>Fiscal Year Debt Service Payments</u>			
	<u>Issuance</u>	<u>Outstanding</u>	<u>Principal</u>	<u>Interest - Mar</u>	<u>Interest - Sep</u>	<u>Total</u>
2002 Revenue Bonds	\$ 5,000,000	\$ 250,000	\$ 250,000.00	\$ 4,250.00	\$ -	\$ 254,250.00
2007 GO Bonds	7,465,000	320,000	320,000.00	6,080.00	-	326,080.00
2007 Certificates of Obligation	2,300,000	105,000	105,000.00	2,231.25	-	107,231.25
2010 Certificates of Obligation	7,805,000	6,070,000	400,000.00	134,487.50	125,487.50	659,975.00
2010 GO & GO Refunding Bonds	6,295,000	2,020,000	545,000.00	44,475.00	32,212.50	621,687.50
2011 Certificates of Obligation	3,390,000	2,900,000	155,000.00	52,300.00	50,362.50	257,662.50
2011 GO Refunding Bonds	3,490,000	1,760,000	305,000.00	24,875.00	21,062.50	350,937.50
2012 Certificates of Obligation	4,725,000	4,450,000	150,000.00	57,476.25	55,976.25	263,452.50
2012 GO Refunding Bonds	4,510,000	3,845,000	590,000.00	45,275.00	39,375.00	674,650.00
2013 Certificates of Obligation	6,925,000	6,765,000	140,000.00	110,400.00	108,650.00	359,050.00
2014 Certificates of Obligation	6,275,000	6,025,000	235,000.00	108,112.50	104,587.50	447,700.00
2014 GO & GO Refunding Bonds	2,920,000	2,800,000	40,000.00	44,537.50	43,937.50	128,475.00
2015 Certificates of Obligation	7,310,000	5,995,000	680,000.00	86,625.00	79,825.00	846,450.00
2015-A Certificates of Obligation	7,110,000	6,810,000	220,000.00	102,412.50	100,212.50	422,625.00
2016 Certificates of Obligation	9,450,000	7,430,000	1,780,000.00	59,068.50	44,917.50	1,883,986.00
2016 Limited Tax Refunding	6,260,000	6,260,000	-	103,762.50	103,762.50	207,525.00
2016-A Certificates of Obligation	6,885,000	6,715,000	175,000.00	106,662.50	104,912.50	386,575.00
2017 Certificates of Obligation	2,700,000	2,700,000	60,000.00	25,515.00	24,948.00	110,463.00
2017-A Certificates of Obligation	5,150,000	5,150,000	130,000.00	40,041.67	70,775.00	240,816.67
Total Debt Service		<u>\$ 78,370,000</u>	<u>\$ 6,280,000.00</u>	<u>\$ 1,158,587.67</u>	<u>\$ 1,111,004.25</u>	<u>\$ 8,549,591.92</u>

**ALLOCATION OF DEBT SERVICE BY FUND**

<u>Series</u>	<u>Issuance</u>	<u>Outstanding</u>	<u>Principal</u>	<u>Interest - Mar</u>	<u>Interest - Sep</u>	<u>Total</u>
<b>General Fund</b>						
2007 GO Bonds	\$ 7,465,000	\$ 320,000	\$ 320,000.00	\$ 6,080.00	\$ -	\$ 326,080.00
2007 Certificates of Obligation	2,300,000	105,000	105,000.00	2,231.25	-	107,231.25
2010 Certificates of Obligation	7,805,000	6,070,000	400,000.00	134,487.50	125,487.50	659,975.00
2010 GO & GO Refunding Bonds	3,777,000	1,502,677 #	405,425.00	33,084.95	23,962.88	462,472.83
2011 Certificates of Obligation	3,390,000	1,160,000 #	62,000.00	20,920.00	20,145.00	103,065.00
2011 GO Refunding Bonds	3,490,000	704,000 #	122,000.00	9,950.00	8,425.00	140,375.00
2012 Certificates of Obligation	4,725,000	1,780,000 #	60,000.00	22,990.50	22,390.50	105,381.00
2012 GO Refunding Bonds	4,510,000	3,845,000	590,000.00	45,275.00	39,375.00	674,650.00
2013 Certificates of Obligation	6,925,000	2,706,000 #	56,000.00	44,160.00	43,460.00	143,620.00
2014 Certificates of Obligation	6,275,000	2,410,000 #	94,000.00	43,245.00	41,835.00	179,080.00
2014 GO & GO Refunding Bonds	1,738,445	1,618,445 #	40,000.00	26,814.17	26,214.17	93,028.34
2015 Certificates of Obligation	7,310,000	5,995,000	680,000.00	86,625.00	79,825.00	846,450.00
2015-A Certificates of Obligation	7,110,000	2,724,000 #	88,000.00	40,965.00	40,085.00	169,050.00
2016 Certificates of Obligation	9,450,000	7,430,000	1,780,000.00	59,068.50	44,917.50	1,883,986.00
2016-A Certificates of Obligation	6,885,000	2,686,000 #	70,000.00	42,665.00	41,965.00	154,630.00
2016 Limited Tax Refunding	6,260,000	6,260,000	-	103,762.50	103,762.50	207,525.00
2017 Certificates of Obligation	2,700,000	2,700,000	60,000.00	25,515.00	24,948.00	110,463.00
2017-A Certificates of Obligation	5,150,000	2,060,000 #	52,000.00	16,167.07	28,310.00	96,477.07
		<u>52,076,122</u>	<u>4,984,425.00</u>	<u>764,006.44</u>	<u>715,108.05</u>	<u>6,463,539.49</u>
<b>Water/Sewer Fund</b>						
2002 Revenue Bonds	\$ 5,000,000	\$ 250,000	250,000.00	4,250.00	-	254,250.00
2010 GO & GO Refunding Bonds	2,518,000	517,323 #	139,575.00	11,390.05	8,249.62	159,214.67
2011 Certificates of Obligation	3,390,000	1,740,000 #	93,000.00	31,380.00	30,217.50	154,597.50
2011 GO Refunding Bonds	3,490,000	1,056,000 #	183,000.00	14,925.00	12,637.50	210,562.50
2012 Certificates of Obligation	4,725,000	2,670,000 #	90,000.00	34,485.75	33,585.75	158,071.50
2013 Certificates of Obligation	6,925,000	4,059,000 #	84,000.00	66,240.00	65,190.00	215,430.00
2014 Certificates of Obligation	6,275,000	3,615,000 #	141,000.00	64,867.50	62,752.50	268,620.00
2014 GO & GO Refunding Bonds	1,181,555	1,181,555 #	-	17,723.33	17,723.33	35,446.66
2015-A Certificates of Obligation	7,110,000	4,086,000 #	132,000.00	61,447.50	60,127.50	253,575.00
2016-A Certificates of Obligation	6,885,000	4,029,000 #	105,000.00	63,997.50	62,947.50	231,945.00
2017-A Certificates of Obligation	5,150,000	3,090,000 #	78,000.00	23,874.60	42,465.00	144,339.60
		<u>26,293,878</u>	<u>1,295,575.00</u>	<u>394,581.23</u>	<u>395,896.20</u>	<u>2,086,052.43</u>
		<u>\$ 78,370,000</u>	<u>\$ 6,280,000.00</u>	<u>\$ 1,158,587.67</u>	<u>\$ 1,111,004.25</u>	<u>\$ 8,549,591.92</u>

# Allocation to General and Water/Sewer Fund

**CITY OF DEER PARK  
SUMMARY OF WATER & SEWER CONSUMPTION BILLED  
FISCAL YEAR 2016 - FISCAL YEAR 2018**

Fiscal Month	FY 2015		FY 2016		FY 2017		FY 2018	
	FY 2016		FY 2017		FY 2018		FY 2018	
	<u>Consumption (1,000 gallons)</u>		<u>Consumption (1,000 gallons)</u>		<u>Consumption (1,000 gallons)</u>		<u>Consumption (1,000 gallons)</u>	
	<u>Water *</u>	<u>Sewer</u>	<u>Water *</u>	<u>Sewer</u>	<u>Water *</u>	<u>Sewer</u>	<u>Water *</u>	<u>Sewer</u>
Oct	105,564	90,097	95,884	84,671	96,359	85,569		
Nov	93,490	79,815	96,356	83,852	94,515	83,389		
Dec	99,313	86,954	98,265	84,346	89,559	79,484		
Jan	78,934	73,033	92,031	81,597	94,056	85,029		
Feb	86,172	80,905	81,251	81,597	79,719	73,955		
Mar	73,159	68,657	83,196	77,150	75,531	70,705		
Apr	81,824	75,084	79,787	73,047	77,202	73,050		
May	93,908	85,489	87,516	78,969	83,179	75,117		
Jun	84,094	76,465	92,061	81,247	93,516	83,304		
Jul	84,020	77,878	97,902	85,402				
Aug	101,828	89,926	95,562	82,190				
Sep	104,285	88,342	92,253	80,658				
Total	<u>1,086,591</u>	<u>972,645</u>	<u>1,092,064</u>	<u>974,726</u>	<u>783,636</u>	<u>709,602</u>		
YTD	<u>796,458</u>	<u>716,499</u>	<u>806,347</u>	<u>726,476</u>	<u>783,636</u>	<u>709,602</u>		

\* Includes water and irrigation meters



## Legislation Details (With Text)

**File #:** DIS 18-119    **Version:** 1    **Name:**  
**Type:** Discussion    **Status:** Agenda Ready  
**File created:** 8/24/2018    **In control:** City Council Workshop  
**On agenda:** 10/16/2018    **Final action:**  
**Title:** Discussion of issues relating to a proposed PAX Water Mixers and Residual Control System for Pasadena Boulevard Water Storage Tanks.  
**Sponsors:** Public Works  
**Indexes:**  
**Code sections:**

**Attachments:** [PAX Sole Source](#)  
[Deer Park TX - 0.5MG Pasadena PS EST Firm](#)  
[Deer Park TX - 1MG Pasadena Pump Station GST RCS Firm](#)  
[Second Month Performance review Deer Park \(TX\) rev01](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council Workshop		

Discussion of issues relating to a proposed PAX Water Mixers and Residual Control System for Pasadena Boulevard Water Storage Tanks.

**Summary:** We received a sole source quote from PAX Water Technologies for water quality improvements in the Pasadena Boulevard tanks. This system provides a mixer in both the elevated and ground storage tanks and a residual control system in the ground storage tank. It provides a more efficient and uniform method to boost the chlorine residual at the site and have a direct impact on the neighborhoods served by these tanks.

The proposal, totaling \$162,600.00, includes a water quality station, a PAX Smart Controller, a chemical feed system for ammonia, a mixer for the ground storage tank, a mixer for the elevated storage tank, SCADA control and feedback, training, and installation.

The Coy site has shown that the PAX system is an effective process for boosting the chlorine residual levels both at the tank and in the distribution system as well as keeping nitrification from taking place within the tank.

**Fiscal/Budgetary Impact:** this project is funded from the account 40-506-4904.

Discussion only. Action is proposed to be taken at the Regular Council Meeting.



August 29, 2018

Mr. Nicholas Cook  
Water Plant Supervisor  
2117 E. X Street  
Deer Park, TX 77536

**RE: City of Deer Park, TX - PSI Water Technologies Residual Control System**

Dear Mr. Cook,

PSI Water Technologies, Inc. (PSI) proposes to provide a PSI Residual Control System to the City of Deer Park. The PSI Residual Control System is designed, manufactured and supplied by PSI of Campbell, California. The PSI Residual Control System utilizes proprietary algorithms to monitor and control the flow and quantities of chemicals used for controlling chlorine residuals in potable water storage tanks. These algorithms are covered by one or more patent applications filed by PSI and its sister company, PAX Water Technologies, Inc. (see [www.psipatents.com](http://www.psipatents.com) and [www.paxwaterpatents.com](http://www.paxwaterpatents.com)). PSI holds the exclusive rights to the algorithms covered by the referenced patent applications and is the sole manufacturer of residual control systems covered by one or more of the referenced patent applications.

There is no residual management system on the market that can perform the complex tasks provided by the PSI Residual Control System:

- Providing a completely mixed and chemically homogeneous body of water;
- Determining tank total chlorine levels, ORP and pH;
- Using the above analysis in a chemical dosing algorithm to add the appropriate amount of ammonia and chlorine to reach the tank's desired residual set-point;
- Dosing the chemicals accurately into the tank; and
- Managing the described dosing strategy in the dynamic environment of a tank as it cycles and changes water volume throughout the normal daily operating cycle.

Environmental Improvements, Inc. (EI<sup>2</sup>) is PSI's independent representative for PSI Residual Control Systems in Texas. EI<sup>2</sup> possesses the technical expertise and service capability to provide residual control solutions to address its customers' water quality requirements.

If you have further questions, please contact John Koch at 858/281-6129.

Sincerely,

A handwritten signature in cursive script that reads "Guy R. Chadwell".

**Guy Chadwell**

Vice President and General Manager

**PSI Water Technologies, Inc.**

1077 Dell Ave. Suite A

Campbell, CA 95008

## **FIRM PROPOSAL**

# **PAX PWM150 MIXER FOR CITY OF DEER PARK, TX 0.5MG PASADENA PUMP STATION EST**



*PAX 150 SERIES MIXER*

**PAX Water Technologies, Inc., File No.: P18-3414**

Prepared on: September 25, 2018

**SALES REPRESENTATIVE:**  
Environmental Improvements, Inc. (EI2)  
Blake Roye  
517 North Kealy  
Lewisville, TX 75057  
T: (713) 461-1111  
M: blake@ei2hou.com



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**IMPORTANT NOTICE:** All the information in this Proposal or supplied in connection with this Proposal (including drawings, designs and specifications) (collectively, the “Information”) is confidential and has been prepared for Buyer’s use solely in considering the purchase of the goods and services described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller’s advance written consent.



September 25, 2018

Nicholas Cook  
City of Deer Park, TX

Re: PAX PWM150 Mixer for City of Deer Park, TX  
PAX Water Technologies File No.: P18-3414

Dear Nicholas,

Thank you for your interest in PAX Water Technologies, Inc., a UGSI Solutions company. We are pleased to provide a Proposal for a PAX PWM150 mixer for the 0.5MG Pasadena Pump Station EST. Our Proposal is based on the following design criteria:

Gallons of Stored Water, in Millions	.5
Tank Type	Elevated

The PAX PWM150 mixer is a submersible active mixing system for potable water storage tanks and reservoirs. When operated correctly, the PAX PWM150 mixer can rapidly eliminate thermal stratification, decrease ice formation, rapidly blend and distribute doses of residual disinfectant, and maintain uniform chemical and temperature conditions. Under some conditions, the mixing action can also reduce the rate of residual disinfectant loss and lower volatile disinfection byproduct levels inside the tank when used as part of an in-tank aeration system.

Installation of the PAX PWM150 mixer is very simple. The utility or contractor can perform the “wet-side” mixer installation while the tank is full by lowering the mixer into the tank access hatch using a built in power cord.

Equipment start-up may be provided by PAX or the local PAX representative. PAX will provide installation a start-up checklist form.

A detailed scope of work and firm price for the complete system is listed in Section 1 of this Proposal. Section 3 includes our standard Terms and Conditions. All pricing is based on the scope of work described in Section 1 and the Terms and Conditions in Section 3.

The PAX line of water mixers offers many advantages, including:

- Eliminates thermal stratification, short-circuiting and “dead zones”
- Eliminates chemical stratification and residual loss
- Lowers surface water temperature and combats biofilm growth
- Reduces variability in water taste and odor
- Reduces nitrification risk in chloraminated water systems
- Lowers rate of disinfection by-product (DBP) formation
- Delivered and installed quickly, with minimal construction and installation cost
- Proven track record supported by years of successful operational experience



We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Blake Roye at Environmental Improvements, Inc., or myself at (281) 636-6129.

Thank you.

Sincerely,

John Koch  
Regional Sales Manager

Cc: David Haines, PAX Water Technologies, Inc.  
Kristine Tolentino, PAX Water Technologies, Inc.  
Blake Roye, Environmental Improvements, Inc.

## **SECTION 1**

### **SCOPE OF SUPPLY PAX PWM150 MIXER**

- A. Scope of Work by PAX
- B. Scope of Work by Others
- C. Clarifications
- D. Terms of Payment/Price Validity
- E. Delivery
- F. Warranty

## A. SCOPE OF WORK BY PAX

The following equipment and services comprise our scope of work:

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
1.	<b>PWM150 Mixer Wet Assembly</b> , including: <ul style="list-style-type: none"> <li>Spiral-shaped nozzle designed to mix up to 0.75 million gallons of water</li> <li>Electropolished to minimize surface corrosion</li> <li>Integrated power cable and lowering mechanism for simplicity</li> <li>The ability to function continuously regardless of tank cycles</li> </ul> 230V three phase ½ horsepower water-cooled motor provided by the PAX Control Center	1
2.	<b>Control Center Dry Assembly with SCADA Compatibility</b> , including: <p><b>Nema 3R Enclosure:</b></p> <ul style="list-style-type: none"> <li>Lockable and weather resistant</li> <li>Overall weight of control center 50 lbs.</li> <li>Green and Red LED Indicator lights to display motor status</li> </ul> <p><b>Motor Controller/VFD:</b></p> <ul style="list-style-type: none"> <li>115VAC single phase, rated to 1.0 HP</li> <li>Operating temperature range -4 °F to 129 °F (-20 °C to 54 °C)</li> <li>Manual speed control</li> <li>Thermal shut-off protection built-in</li> <li>Current overload protection built-in</li> <li>300mA trip level GFCI</li> </ul> <p><b>SCADA outputs included:</b></p> <ul style="list-style-type: none"> <li>Digital Output signal indicating motor running</li> <li>Digital Output signal indicating fault</li> <li>Digital Input/Output signal for remote motor on/off</li> <li>RS-485 or Dry Contact connections</li> </ul>	1
3.	<b>Cable 170 ft.</b> , including: <ul style="list-style-type: none"> <li>Flat-jacketed 4 conductor</li> </ul>	1
4.	<b>Tank Penetration Accessories</b> <ul style="list-style-type: none"> <li>Stainless steel strain relief for 4 wire flat-jacketed cable</li> <li></li> </ul>	1
5.	<b>Design Submittal and Operation &amp; Maintenance Manual as Follows</b> <ul style="list-style-type: none"> <li>Submittals: Qty. One (1) Sent Electronically</li> <li>O&amp;M Manual: Qty. One (1) Sent Electronically</li> </ul>	Included

*Please notify us if an alternate quantity is required so that we can modify our Proposal accordingly.*

6.	<b>Manufacturer's Installation Equipment and Services</b> , including: <ul style="list-style-type: none"> <li>▪ Wall mounting of PAX Mixer Control Center installation in a concrete building near the tank base</li> <li>▪ Mixer installation under the tank hatch</li> <li>▪ Mixer wire run from the PAX Mixer Control Center to the junction box.</li> <li>▪ Conduit run for the power line of the PAX mixer from the base of the tank to the tank roof hatch.</li> <li>▪ Installation equipment rental, including equipment unloading on site</li> </ul>	Included
7.	<b>Manufacturer's Field Services (1 Day(s) at the Jobsite)</b> , including: <ul style="list-style-type: none"> <li>▪ Installation Inspection</li> <li>▪ System Start-Up</li> <li>▪ Operator Training</li> </ul>	Included
8.	<b>FOB Factory, Richmond, CA with Full Freight Allowed to Jobsite, Deer Park, TX</b>	Included
<b>FIRM PRICE [ADDER ITEMS 1-8]</b>		<b>\$35,700</b>

## **B. SCOPE OF WORK BY OTHERS**

1. All civil works and concrete pad for equipment.
2. Any underground or structural work.
3. Anchor bolts and seismic restraints.
4. Heat tracing and insulation of all interconnecting equipment.
5. Room ventilation, air conditioning or lighting.
6. Any video recording.
7. Electrical power to control panel.
8. Any tank recoating services, labor, or parts.
9. All trenching and underground conduit runs.
10. Junction box to connect mixer power cable to electrical conduit.
11. Hatch opening size or location modifications.
12. SCADA integration.
13. All taxes, fees, lien waivers, bonds and licenses.
14. Any permitting or regulatory approvals.
15. Any items not explicitly listed under Scope of Work by PAX above.

## **C. CLARIFICATIONS**

1. If transaction is tax-exempt, please submit Tax Exemption Certificate to PAX.
2. PAX requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PAX will work with you to attempt to accommodate your scheduling needs. Contact the Service Department at (866) 729-6493 to schedule the onsite visit.
3. Once the on-site service has been scheduled, PAX requires a minimum of one (1) week notification in the event of a delay. Notice of delay received less than one (1) week prior to a scheduled site visit may result in a change fee.

## **D. TERMS OF PAYMENT/PRICE VALIDITY**

- Payment terms are 100% net 30 days after shipment of equipment.
- Price valid for 90 days. PAX may reprice this Proposal thereafter or if delivery occurs more than 365 days after PAX receives a mutually agreed order.

## **E. DELIVERY**

- Submittals: 2 weeks after receipt of mutually agreed order
- Equipment Shipment: 4 weeks after approval of submittals

## **F. WARRANTY**

- PAX will warrant the equipment as set forth in its standard warranty included in the Terms and Conditions at Section 3 of this Proposal. The Warranty Period (as defined therein) for the PAX PWM150 mixer is 36 months on all supplied parts and 120 days on labor..

## **SECTION 2**

### **PROPOSAL ACCEPTANCE**

PAX Water Technologies, Inc. File No.: P18-3414

- 1) This Proposal by PAX Water Technologies, Inc. ("Seller") is contingent upon the undersigned buyer ("Buyer") executing this Proposal, including without limitation agreeing to the terms and conditions contained in this Proposal.
- 2) Please return a signed copy of this Proposal to:  
PAX Water Technologies, Inc.  
860 Harbour Way South, Suite C  
Richmond, CA, 94804  
Attn: Orders  
Phone: (510) 550-7100  
E-mail: [orders@paxwater.com](mailto:orders@paxwater.com)

Thank you for your interest in PAX. We are committed to meeting your expectations.

#### **Proposal Acceptance**

An authorized signature indicates Buyer's acceptance of this Proposal, including without limitation the Terms and Conditions in Section 3 below.

---

**Buyer's Name (printed)**

---

**Buyer's Authorized Signature**

---

**Date**



## **SECTION 3**

### **TERMS AND CONDITIONS**

1. **Applicable Terms.** These terms govern Seller's sale, and Buyer's purchase, of the products and/or services referred to in Seller's proposal or quotation (collectively, the "Products"). The front page of Buyer's purchase order (disregarding any reference to terms and conditions and any provisions that conflict herewith), if any, together with the description of the Products in Seller's proposal or quotation and these terms and conditions comprise the complete and exclusive agreement between the parties (the "Agreement") related to the purchase and sale of the Products. All prior communications, documents, negotiations and representations, if any, are merged herein. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All orders are subject to prior credit approval by Seller.

2. **Pricing.** The prices shall be: (a) as stated in Seller's proposal or order acknowledgment, or (b) if none are stated, Seller's standard prices in effect at the time of release for shipment.

3. **Payment.** Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller will become immediately due and payable without notice or demand. Buyer will pay 1½% interest per month, compounded monthly, on all amounts not received by the due date. Buyer hereby grants Seller a purchase money security interest in the Products until such time as Seller is fully paid. Buyer will assist Seller in taking action to perfect and protect Seller's security interest. Seller may make partial shipments, in which case, Buyer shall pay for each shipment in accordance with the terms hereof.

4. **Taxes, Shipping, Packing.** Except to the extent expressly stated otherwise in these terms or in Seller's proposal or quotation, prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges, and Buyer shall pay such amounts or reimburse Seller for any such amounts Seller pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs, and penalties arising out of same. Prices include the costs of Seller's standard domestic packing only. Any deviation from standard packing (domestic or export) shall result in extra charges. Any and all increases, changes, adjustments, or surcharges (including fuel surcharges) which may arise in connection with the freight charges, rates or classification included as part of this Agreement, shall be for the Buyer's account.

5. **Delivery.** Products shall be delivered F.O.B. Seller's point of shipment or Ex Works Seller's point of shipment if being delivered outside the United States. All delivery dates are estimated and are dependent in part upon prompt receipt of all necessary information from Buyer, including submittal approvals, if applicable, and all required commercial documentation. Seller will make a good faith effort to complete delivery of the Products on the date and to the location specified in writing by Buyer, but Seller assumes no liability for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or representatives, storage and all other additional costs and risks will be borne solely by Buyer. Any claims for Products damaged or lost in transit ("Transit Losses") must be made by Buyer to the carrier and reported to Seller within one business day following delivery to Buyer.

6. Inspection and Acceptance. Buyer will have seven days from the date Buyer receives any Products to inspect such Products for defects and nonconformance which are not due to Transit Losses, and to notify Seller, in writing, of any defects, nonconformance or rejection of such Products. After such seven-day period, Buyer will be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer will have no right to reject or revoke acceptance of the Products for any reason.

7. Returns and Cancellation. Buyer may not return custom engineered Products. Buyer may return other Products only with Seller's prior written approval, which may be withheld in Seller's sole discretion. Any authorized return will be subject to payment of a restocking charge and will be allowed only if the subject Product: (i) is in new condition, suitable for resale, and (ii) has not been used, installed, modified, altered or damaged. The restocking charge for authorized returns will be no less than (x) 25% of the purchase price, net of any freight charges included in the purchase price, plus (y) 100% of freight costs incurred by Seller. Buyer is responsible for the payment or reimbursement of return freight charges. Returns will be shipped F.O.B. Seller's location. Seller may, but will not be obligated to, treat any cancellation of an accepted order as an authorized return.

8. Force Majeure. Seller will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government, or any other cause beyond Seller's reasonable control.

9. Warranty. Seller warrants for the Warranty Period (as defined below) that each Product is free from defects in material and workmanship and conforms to Seller's specifications applicable to the Product. Seller's warranty is transferable during the Warranty Period to the initial end-user of the Product ("Owner"). Seller's warranty is conditioned on (i) Seller's verification of the alleged breach; (ii) the Product being stored, handled, installed, operated and maintained in accordance with Seller's instructions, (iii) no repairs, modifications or alterations being made to the Product other than by Seller or its authorized representatives, (iv) Buyer or Owner providing prompt written notice of any warranty claims within the Warranty Period, and (v) at Seller's discretion, Buyer or Owner either removing and shipping the Product or non-conforming part thereof to Seller, at Buyer's or Owner's expense, or Buyer or Owner granting Seller access to the Products at all reasonable times and locations to assess the warranty claims. Seller's warranty does not apply to software and does not cover damage due to (x) lightning, flood or other acts of nature or *force majeure* events, or failure of or inappropriate application of peripheral devices, including lightning or surge protectors, (y) installation by a person or entity other than Seller or Seller's authorized installation contractor, or (z) ordinary wear and tear. Lightning protection is recommended particularly in areas historically prone to lightning, and it is Buyer's or Owner's responsibility to properly select and install lightning protection in accordance with all applicable laws, codes and regulations.

Buyer's or Owner's sole remedy for any breach of Seller's warranty is limited to Seller's choice of repair or replacement of the Product, or non-conforming parts thereof F.O.B. jobsite, or refund of the purchase price for the subject Product or part. Seller reserves the right to provide new or reconditioned replacement Products or parts. The warranty on repaired or replaced Products or component parts is limited to the remainder of the original Warranty Period. The warranty includes labor to remove and reinstall repaired or replacement Products or components for a period of 120 days after shipment of the Product; provided that (a) the defective Product was originally installed, and the repaired or replacement Products will be installed, in accordance with Seller's guidelines in effect at the time of installation; and (b) labor of divers and labor required to drain the storage tank or reservoir is excluded. After such period, Buyer or Owner shall be responsible for (i) any labor required to remove or gain access to the Product so that Seller can assess the available remedies; and (ii) all costs of installation of repaired or replaced Products or component parts. If Seller determines that any alleged damage is not covered by this warranty, Seller will charge, and Buyer will pay, Seller's normal rates for any inspection or repair performed by Seller, and for any materials provided or used in connection therewith.



The "Warranty Period" applicable to each Product begins on the date of installation or three (3) months after shipment, whichever comes first, and continues for the period of time set forth below opposite the applicable Product.

Mixers	Warranty Duration
PWM 100/150 (including Standpipe)	36 months
PWM 200 V1 (including Solar) and V2 PWM 400 V1 (including Solar) PWM 500 V1 and V2 PWM 600 V1 and V2	24 months
PWM 400 V2	60 months
All other Products	12 months

THE WARRANTY SET FORTH IN THIS SECTION IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND SELLER'S WARRANTY IS SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING SERVICES RENDERED, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES, AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

11. Remedies of Seller. Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of the order that is the subject of this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein; (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this Agreement, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. Seller's obligations under Section 9 hereof will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 beyond the Warranty Period provided therein. Seller's election of any remedy in the event of a default by Buyer will not preclude Seller from exercising any other remedy available to Seller hereunder or at law or in equity for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will



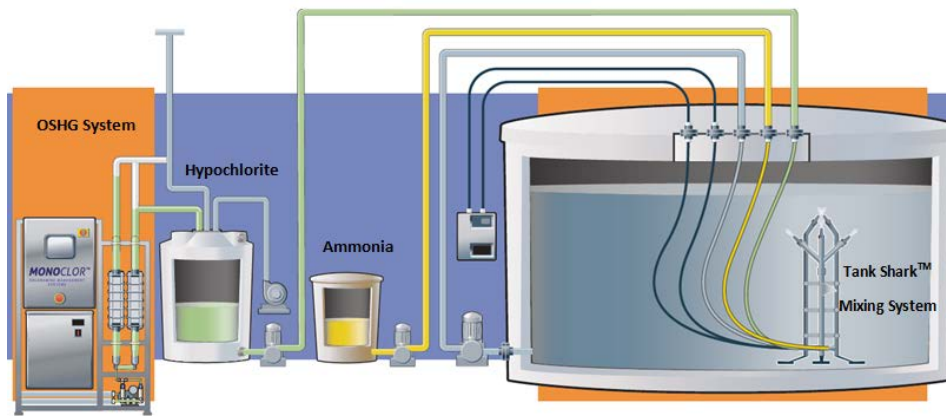
be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 3.

12. Equal Employment Opportunity. Seller is an equal opportunity employer. The parties shall, as applicable, abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) (relating to the notice of employee rights under federal labor laws), and these laws and regulations are incorporated herein by reference.

13. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, export, transfer, assignment, disposal, and use of the Products provided under this Agreement, including any export license requirements. Buyer agrees that such Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. Miscellaneous. No part of this Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. As used in this Agreement, "including" and its variants mean "including without limitation" and its variants. No course of dealing or performance, usage of trade, or failure to enforce any term will be used to modify the Agreement. Buyer acknowledges that it has not relied upon any letters of intent, agreements, promises, negotiations, statements or representations other than those expressly set forth in this Agreement and that no such extraneous document or other communication shall be of any force or effect. Buyer agrees and warrants that in entering into this Agreement, Buyer is relying solely upon the information contained in this Agreement and not in reliance upon any other information. If any of these terms is unenforceable, such term will be limited only to the extent necessary to make it enforceable, and all other terms will remain in full force and effect. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Any bond issued by Seller in connection with the sale of the Products shall remain in effect for a maximum of two (2) years after acceptance of the Products, and the only warranty, guaranty or Product performance obligations covered thereby shall be those at Section 9 above. Buyer covenants to return any such bond to Seller upon the earlier to occur of (x) the expiration of the Warranty Period, and (y) the expiration of the aforesaid two-year period. All Product performance obligations of Seller are contingent on the conditions of and within the tank in which the Products are installed being as specified by Seller and will be considered satisfied and discharged upon successful completion of the initial Product performance testing. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY.

**FIRM PROPOSAL**  
**MONOCLOR®**  
**RESIDUAL CONTROL SYSTEM**  
**FOR**  
**CITY OF DEER PARK, TX**  
**1MG PASADENA PUMP STATION GST**



PSI Water Technologies, Inc. File No.: P18-3381  
CA Contractor's License: #877235

Prepared on: September 25, 2018

**SALES REPRESENTATIVE**  
Environmental Improvements, Inc. (EI<sup>2</sup>)  
Blake Royce  
517 North Kealy  
Lewisville, TX 75057  
T: (713) 461-1111  
M: blake@ei2hou.com

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September 25, 2018

Nicholas Cook  
City of Deer Park, TX

Re: Monoclor® Residual Control System for City of Deer Park, TX  
PSI Water Technologies, Inc. File No.: P18-3381

Dear Nicholas,

Thank you for your interest in PSI Water Technologies, Inc. (PSI), a UGSI Solutions company. We have prepared this budgetary proposal for providing a Monoclor® Residual Control System (RCS) for 1MG Pasadena Pump Station GST. Our proposal is based on the following design criteria:

**Design Criteria**

Reservoir Diameter, ft	74
Reservoir Height, ft	32
Maximum Capacity, MG	1
Average Flow, MGD	1.5
Reservoir Type	GST
Disinfectant	Chloramines (Chlorine gas/ 40% LAS)
Desired Chlorine Residual, ppm	2.0
Minimum Influent Chlorine Residual, ppm	0.5
Chlorine Dose, ppm	1.5
Peak Chlorine Demand, ppd	12.5

**System Features & Advantages**

The Monoclor® RCS is an intelligent, automated disinfectant boosting system that gives operators the ability to set and control residual levels in water storage tanks and key locations in the distribution system. The Monoclor® RCS utilizes advanced water quality sensors, powerful active mixing, an automated chemical feed system, and advanced control algorithm to set and maintain residual levels in water storage tanks and distribution system. The Monoclor® RCS has been tested and validated through extensive laboratory testing and full-scale installations at several utilities over the last 5 years.

Our Monoclor® RCS consists of all equipment essential for a complete system, including:

1. Accurate chemical dosing at the correct ratio
2. Proper mixing to ensure a homogenous water body that will not stratify
3. High energy mixing that ensures instantaneous reaction of introduced chemicals
4. Real-time monitoring and control logic to maintain or achieve equilibrium by responding to dynamic reservoir conditions



The Monoclor® RCS enables operators to:

1. Set and maintain consistent disinfectant levels in storage tanks and key locations in the distribution system
2. Continuously blend disinfectant residual and eliminates thermal and chemical stratification
3. Eliminate costly and labor-intensive manual boosting
4. Quickly counteract adverse water quality changes, such as low residual
5. Optimize and balance disinfectant levels across a water distribution system

The PAX PWM400 mixer is a submersible active mixing system for potable water storage tanks and reservoirs. When operated correctly, the PAX PWM400 mixer can rapidly eliminate thermal stratification, decrease ice formation, rapidly blend and distribute doses of residual disinfectant, and maintain uniform chemical and temperature conditions. Under some conditions, the mixing action can also reduce the rate of residual disinfectant loss and lower volatile disinfection byproduct levels inside the tank when used as part of an in-tank aeration system.

Our scope of supply follows in section 1. All pricing is based on our standard system, as outlined in our equipment specifications (available upon request). Section 3 includes our standard Terms and Conditions.

We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Blake Roye at Environmental Improvements, Inc., or myself at (281) 636-6129.

Sincerely,

John Koch  
Regional Sales Manager

Cc: David Shekhtman, PSI Water Technologies, Inc.  
Kristine Tolentino, PSI Water Technologies, Inc.  
Blake Roye, Environmental Improvements, Inc.



**SECTION 1**

**SCOPE OF SUPPLY**

- A. Scope of Supply – Monoclor RCS
- B. Scope of Work by Others
- C. Clarifications
- D. Terms of Sale
- E. Delivery

## A. SCOPE OF SUPPLY – MONOCLOR® RCS

The following equipment and services are included in our scope of work. All equipment will be manufactured in accordance with our standard equipment.

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
1.	<b>Smart Control Center, SCC1000</b> <ul style="list-style-type: none"> <li>Human Machine Interface (HMI): Color LCD touch screen</li> <li>Communication: Ethernet based access to HMI software from computer or smartphone within same network</li> <li>Battery Back-Up: Up to 15 minutes of battery power</li> <li>Remote Monitoring Telemetry</li> <li>Water Quality Station Communication: Two wire twisted cable</li> <li>Chemical Dosing Controller: RS-485 port for chemical feed system communications</li> <li>SCADA: Modbus TCP/IP standard, analog output available if necessary</li> <li>Panel – Mounted Disconnect Switch</li> <li>Enclosure: Equal to or greater than Type 4 rating</li> </ul>	1
2.	<b>Liquid Ammonium Sulfate (LAS) Storage Tank, including:</b> <ul style="list-style-type: none"> <li>HDLPE Construction</li> <li>55 Gallon Capacity</li> <li>Ultrasonic Level Control</li> <li>Dimensions: 22" D x 34" H</li> <li>Single Pallet LDPE Secondary Containment Skid (62 gallon)</li> <li>Skid Dimensions: 40" L x 40" W x 12" H</li> </ul>	1
3.	<b>Chemical Feed System - Ammonia, ASP</b> <ul style="list-style-type: none"> <li>Skid: Black polypropylene</li> <li>Pump: Watson Marlow Q Dos 30 Peristaltic Pump, 7.93 GPH @ 100 PSI</li> <li>Piping: PVC schedule 80</li> <li>Secondary Containment: 9 gallons secondary containment</li> <li>Controller - Input/Output: 4 digital inputs, 2 digital outputs, 2 analog inputs, 1 analog output</li> <li>Communication: Modbus protocol with Smart Control Center</li> <li>Connection: RS-485 cable</li> <li>Enclosure: Equal to or greater than Type 3R rating</li> <li>Pump Control Option: Digital relay, analog (4-20 mA), power switch</li> <li>Accessories: <ul style="list-style-type: none"> <li>Calibration Column</li> <li>Pressure Relief Valve</li> <li>Backpressure Valve</li> <li>Wye Strainer</li> </ul> </li> </ul>	1

<b><u>No</u></b>	<b><u>Item Description</u></b>	<b><u>Qty.</u></b>
<b>4.</b>	<b>Water Quality Station, WQS1000</b> <ul style="list-style-type: none"> <li>Water Connection: 3/8" Push-connect</li> <li>Sampling Flow Rate: 10 GPH</li> <li>Connectivity: Modbus RS485 Connection</li> <li>Data Logging: Real-time DAQ on USB flash drive</li> <li>Measurement - Total Chlorine: Dual Amperometric reagent less online sensor, 0-10 PPM measuring range, 0.01 PPM resolution</li> <li>Measurement – ORP Sensor (Platinum Extended Tip)</li> <li>Measurement - Temperature: 32-212° F measuring range, 0.1° F resolution</li> <li>Measurement - pH: 0-14 measuring range, 0.01 resolution</li> <li>Measurement - Water Level (optional): pressure transducer, resolution of 1% maximum scale</li> <li>Enclosure: Equal to or greater than Type 3R rating</li> </ul>	<b>1</b>
<b>5.</b>	<b>I/O Tank Adapter Box, IOB1000</b> <ul style="list-style-type: none"> <li>A box that adapts to an existing cathodic protection port to allow chemical lines and mixer power line fed into the tank</li> </ul>	<b>1</b>
<b>6.</b>	<b>PWM400 Mixer Wet Assembly, including:</b> <ul style="list-style-type: none"> <li>Stainless steel 316 impeller designed to mix up to 1.5 million gallons of water for chemical dosing</li> <li>Passivated to minimize corrosion</li> <li>The ability to function continuously regardless of tank cycles</li> <li>230V three phase 0.5 horsepower water-cooled motor provided by the PAX Control Center</li> <li>Chemical Injection Stem Assembly</li> </ul>	<b>1</b>
<b>7.</b>	<b>Control Center Dry Assembly with SCADA Compatibility, including:</b> <p><b>Nema 3R Enclosure:</b></p> <ul style="list-style-type: none"> <li>Lockable and weather resistant</li> <li>Overall weight of control center 50 lbs.</li> <li>Green and Red LED Indicator lights to display motor status</li> </ul> <p><b>Motor Controller/VFD:</b></p> <ul style="list-style-type: none"> <li>115VAC single phase, rated to 1.0 HP</li> <li>Operating temperature range -4 °F to 129 °F (-20 °C to 54 °C)</li> <li>Manual speed control</li> <li>Thermal shut-off protection built-in</li> <li>Current overload protection built-in</li> <li>300mA trip level GFCI</li> </ul> <p><b>SCADA outputs included:</b></p> <ul style="list-style-type: none"> <li>Digital Output signal indicating motor running</li> <li>Digital Output signal indicating fault</li> <li>Digital Input/Output signal for remote motor on/off</li> </ul>	<b>1</b>

<b><u>No</u></b>	<b><u>Item Description</u></b>	<b><u>Qty.</u></b>
	<ul style="list-style-type: none"> <li>▪ RS-485 or Dry Contact connections</li> </ul>	
<b>8.</b>	<b>Cable 130 ft.</b> , including: <ul style="list-style-type: none"> <li>▪ Flat-jacketed 4 conductor</li> <li>▪ Molded 3 wire pump plug</li> </ul>	1
<b>9.</b>	<b>Tripod Assembly, PWM400</b> , including: <ul style="list-style-type: none"> <li>• Stainless steel 316 legs</li> <li>• Chlorine/chloramine resistant rubber foot pad to avoid scratching tank floor</li> <li>• Stainless steel knobs for tool-less installation</li> </ul>	1
<b>10.</b>	<b>Long Bail Handle &amp; Chain</b> <ul style="list-style-type: none"> <li>• Stainless steel 316 handle to deploy mixer in full tanks</li> </ul>	1
<b>11.</b>	<b>Tank Penetration Accessories</b> <ul style="list-style-type: none"> <li>• Stainless steel strain relief for 4 wire flat-jacketed cable</li> </ul>	1
<b>12.</b>	<b>Equipment Installation</b> <ul style="list-style-type: none"> <li>• Wall mounting of WQS, SCC, and PAX Mixer Control Center in a concrete building near the tank base.</li> <li>• Chemical and sample lines installation</li> <li>• Mixer installation at the center of the tank.</li> <li>• Conduit runs for power, chemical, and sample lines of the PAX equipment from the tank base to the tank hatch penetration.</li> <li>• Wiring and signal connections between the PAX equipment</li> <li>• Installation equipment rental, including equipment unloading on site</li> </ul>	Included
<b>13.</b>	<b>Manufacturer's Field Services (2 Day(s) at the Jobsite)</b> , including: <ul style="list-style-type: none"> <li>• Installation Inspection</li> <li>• System Start-Up</li> <li>• Operator Training</li> </ul>	Included
<b>14.</b>	<b>Design Submittal and Operation &amp; Maintenance Manual as Follows</b> <ul style="list-style-type: none"> <li>▪ Submittal: Sent Electronically</li> <li>▪ O&amp;M Manual: Sent Electronically</li> </ul> <p><i>Please notify us if an alternate quantity is required so that we can modify our proposal accordingly.</i></p>	Included
<b>15.</b>	<b>FOB Factory, Campbell, CA with Full Freight Allowed to Jobsite, Deer Park, TX</b>	Included
	<b>FIRM PRICE [ITEMS 1-15]</b>	<b>\$126,900</b>

## **B. SCOPE OF WORK BY OTHERS**

1. **Chlorine gas supply.**
2. **Chlorine gas storage vessel with scale.**
3. **Instrumentation for chlorine gas storage vessel, including a 4-20mA actuator and flow valves for flow control.**
4. **Chlorine gas feed system.**
5. **Instrumentation for chlorine gas feed system.**
6. **All trenching and underground conduit runs.**
7. **Electrical power to Control Panels, WQS, and Chemical Feed Skid.**
8. 40% Liquid Ammonium Sulfate supply.
9. Each chemical storage tank must be labeled appropriately according to local regulations. Check with your local regulating agency for requirements.
10. Proper distance between chemical storage tanks must be maintained according to local regulations.
11. All civil works and concrete pad for equipment.
12. Any underground or structural work.
13. Design and supply of anchor bolts and seismic restraints (not required).
14. Any conduit runs from the concrete building housing the equipment to the tank base.
15. Any building or shed upgrades.
16. Any tank recoating services, labor, or parts.
17. Any tank vent modifications.
18. Junction box to connect mixer power cable to electrical conduit.
19. Hatch opening size or location modifications.
20. Heat tracing and insulation of all interconnecting equipment, if required.
21. Room ventilation, air conditioning, or lighting.
22. SCADA integration.
23. Videotaping.
24. All taxes, fees, lien waivers, bonds and licenses.
25. Permitting or regulatory approval.
26. Any items not explicitly listed under Scope of Supply by Process Solutions, Inc.

### **C. CLARIFICATIONS**

1. All equipment excluding PAX Mixer must be installed in an indoor location. A shed or enclosure is not included in the proposal.
2. Water sampling piping from Mixer to Water Quality Station should not exceed a length of 300 ft. Flow to analyzer is 10 GPH.
3. Reservoir Low Water Level must be above 10' for PAX to function properly.
4. The water sample after passing the Water Quality Station is assumed to be drained to a nearby drain.
5. The performance of the Monoclor® RCS design reported in this document is dependent on the tank operations data provided in the design criteria and may vary significantly under different operating conditions and/or scenarios.
6. Installation inspection, start-up and operator training can be provided by a PSI representative for a mutually agreed fee if they are not included in PSI's Scope of Work above. Whether or not PSI is providing start-up services, PSI will provide a start-up checklist.
7. PSI requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PSI will work with you to attempt to accommodate your scheduling needs.
8. Once the on-site service has been scheduled, PSI requires a minimum of one (1) week notification in the event of a delay. Notice of delay received less than one (1) week prior to a scheduled site visit may result in a change fee.
9. Do not mix hypochlorite and ammonia as toxic vapors will be produced.

### **D. TERMS OF SALE**

- PSI Water Technologies will provide a Schedule of Values which will be mutually agreed upon at the time the Purchase Order is issued. This schedule of values will become part of the Terms and Conditions of the issued Purchase Order.
- Net 30 Days
- Price Valid for 90 Days

### **E. DELIVERY**

- Design Submittal: 2 – 4 Weeks After Receipt of Fully Executed Order
- Equipment Shipment: 4 – 6 Weeks After Approval of Submittals

## **SECTION 2**

### **PROPOSAL ACCEPTANCE Monoclor® Residual Control System**

PSI Water Technologies, Inc. File No.: P18-3381

- 1) PSI Water Technologies, Inc. (Seller) proposes to furnish materials, and/or equipment for the product identified at the beginning of this proposal. Any items not shown above as detailed under (i) 'SCOPE OF SUPPLY', (ii) 'SCOPE OF ENGINEERING', or (iii) other attachments to this proposal, are EXCLUDED. In addition:
  - a. Seller's price will be held valid for a period of 90 days from the date of this proposal ("Proposal Date"). Seller shall have the right to reprice this proposal if the Buyer's order is received more than 90 days beyond the Proposal Date or delivery more than 365 days after commercial agreement.
  - b. Prices are in US Dollars.
  - c. Local or state taxes are not included in this proposal.
- 2) This proposal by Seller is contingent upon: (i) Seller's written acceptance of the signed proposal, a purchase order, or other document issued by the Buyer in response to this proposal; and (ii) Buyer's assent to the terms and conditions contained in this proposal, such terms to take precedence in the event of conflict with any other terms or documents incorporated into the contract arising out of this proposal unless otherwise agreed in a writing, signed by "Seller" (iii) satisfactory completion of an anti-corruption due diligence review, if applicable.
- 3) All of the information supplied by Seller in connection with this proposal (including drawings, designs and specifications) (the "Information") is confidential and/or proprietary and has been prepared for Buyer's use solely in evaluating the purchase of the equipment and/or services described herein. Transmission of all or any part of the Information to others, or use by Buyer for any purpose other than such evaluation, is expressly prohibited without Seller's prior written consent.
- 4) Please return a signed copy of this proposal or address and send your purchase order to:

PSI Water Technologies, Inc.  
1077 Dell Ave, Suite A  
Campbell, CA 95008  
Attn: Guy Chadwell  
Phone: 408.819.3043  
Fax: 408.866.4660  
E-mail: gchadwell@ugsicorp.com

Thank you for your interest in PSI Water Technologies, Inc. We are committed to meeting your expectations.

#### **Proposal Acceptance**

An authorized signature indicates Buyer's acceptance of this proposal, including without limitation Seller's Standard Terms and Conditions of Sale below.

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**Company Name**

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**Buyer's Name (printed)**

---

**Buyer's Authorized Signature**

---

**Date**

### **SECTION 3**

#### **TERMS AND CONDITIONS Monoclor® Residual Control System**

**1. Applicable Terms.** These terms govern Seller's sale, and Buyer's purchase, of the products and/or services referred to in Seller's proposal or quotation (collectively, the "Products"). The front page of Buyer's purchase order (disregarding any reference to terms and conditions and any provisions that conflict herewith), if any, together with the description of the Products in Seller's proposal or quotation and these terms and conditions comprise the complete and exclusive agreement between the parties (the "Agreement") related to the purchase and sale of the Products. All prior communications, documents, negotiations and representations, if any, are merged herein. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All orders are subject to prior credit approval by Seller.

**2. Pricing.** The prices shall be as stated in Seller's proposal or order acknowledgment.

**3. Payment.** Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller will become immediately due and payable without notice or demand. Buyer will pay 1½% interest per month, compounded monthly, on all amounts not received by the due date. Buyer hereby grants Seller a purchase money security interest in the Products until such time as Seller is fully paid. Buyer will assist Seller in taking action to perfect and protect Seller's security interest. Seller may make partial shipments, in which case, Buyer shall pay for each shipment in accordance with the terms hereof.

**4. Taxes, Shipping, Packing** Except to the extent expressly stated otherwise in these terms, prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges, and Buyer shall pay such amounts or reimburse Seller for any such amounts Seller pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs, and penalties arising out of same. Prices include the costs of Seller's standard domestic packing only. Any deviation from standard packing (domestic or export) shall result in extra charges. Any and all increases, changes, adjustments, or surcharges (including fuel surcharges) which may arise in connection with the freight charges, rates or classification included as part of these terms, shall be for the Buyer's account.

**5. Delivery.** Products shall be delivered F.O.B. Seller's point of shipment. All delivery dates are estimated and are dependent in part upon prompt receipt of all necessary information from Buyer, including submittal approvals, if applicable, and all required commercial documentation. Seller will make a good faith effort to complete delivery of the Products on the date and to the location specified in writing by Buyer, but Seller assumes no liability for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or representatives, storage and all other additional costs and risks will be borne solely by Buyer. Any claims for Products damaged or lost in transit ("Transit Losses") must be made by Buyer to the carrier and reported to Seller within one business day following delivery to Buyer.

**6. Inspection and Acceptance.** Buyer will have seven days from the date Buyer receives any Products to inspect such Products for defects and nonconformance which are not due to Transit Losses, and to notify Seller, in writing, of any defects, nonconformance or rejection of such Products. After such seven-day period, Buyer will be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer will have no right to reject or revoke acceptance of the Products for any reason.



**7. Returns and Cancellation.** Buyer may not return custom engineered Products. Buyer may return other Products only with Seller's prior written approval, which may be withheld in Seller's sole discretion. Any authorized return will be subject to payment of a restocking charge and will be allowed only if the subject Product: (i) is in new condition, suitable for resale, and (ii) has not been used, installed, modified, altered or damaged. The restocking charge for authorized returns will be no less than (x) 25% of the purchase price, net of any freight charges included in the purchase price, plus (y) 100% of freight costs incurred by Seller. Buyer is responsible for the payment or reimbursement of return freight charges. Returns will be shipped F.O.B. Seller's location. Seller may, but will not be obligated to, treat any cancellation of an accepted order as an authorized return.

**8. Force Majeure.** Seller will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government, or any other cause beyond Seller's reasonable control.

**9. Warranty.** (a) **Basic Warranty.** Seller warrants for a period of 36 months from the date of start-up of the Products, or 42 months from the date of shipment of the Products, whichever is earlier (the "Basic Warranty Period"), that the Products and the components thereof will be free from defects in material and workmanship (the "Basic Warranty"). If the claimed defect is verified by Seller, then, as the sole and exclusive remedy of the Buyer or the end-user of the Products (the "Customer") for breach of the Basic Warranty, Seller will, at Seller's sole option (i) repair the defective Product or component free of charge, or (ii) replace the defective Product or component free of charge F.O.B. Buyer's facility. The warranty on repaired or replaced Products or components is limited to the remainder of the Basic Warranty Period.

(b) **Warranty Attachment.** The warranties in this Section 9 are subject to the provisions, and to compliance with the warranty claim procedure, set forth on the Warranty Attachment hereto, which is incorporated herein by this reference.

(c) **SOLE WARRANTY.** THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE PRODUCTS AND SELLER'S WARRANTIES ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

**10. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES, AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

**11. Remedies of Seller.** Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of the order that is the subject of this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein; (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this Agreement, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance



under this Agreement is impaired. Seller's obligations under Section 9 hereof will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 beyond the period provided therein. Seller's election of any remedy in the event of a default by Buyer will not preclude Seller from exercising any other remedy available to Seller hereunder or at law or in equity for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 3.

**12. Equal Employment Opportunity.** Seller is an equal opportunity employer. The parties shall, as applicable, abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) (relating to the notice of employee rights under federal labor laws), and these laws are incorporated herein by reference.

**13. Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Products provided under the Agreement, including any export license requirements. Buyer agrees that such Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

**14. Miscellaneous.** No part of this Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. As used in this Agreement, "including" and its variants mean "including without limitation" and its variants. No course of dealing or performance, usage of trade, or failure to enforce any term will be used to modify the Agreement. Buyer acknowledges that it has not relied upon any letters of intent, agreements, promises, negotiations, statements or representations other than those expressly set forth in this Agreement and that no such extraneous document or other communication shall be of any force or effect. Buyer agrees and warrants that in entering into this Agreement, Buyer is relying solely upon the information contained in this Agreement and not in reliance upon any other information. If any of these terms is unenforceable, such term will be limited only to the extent necessary to make it enforceable, and all other terms will remain in full force and effect. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Any bond issued by Seller in connection with the sale of the Products shall remain in effect for a maximum of two (2) years after acceptance of the Products, and the only warranty, guaranty or Product performance obligations covered thereby shall be those at Section 9 above. All Product performance obligations of Seller are contingent on the condition of the influent and raw materials being as specified by Seller and will be considered satisfied and discharged upon successful completion of the initial Product performance testing. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY.



# **Monoclor® RCS Second Month Operation & Performance Review**

**Deer Park (TX)**



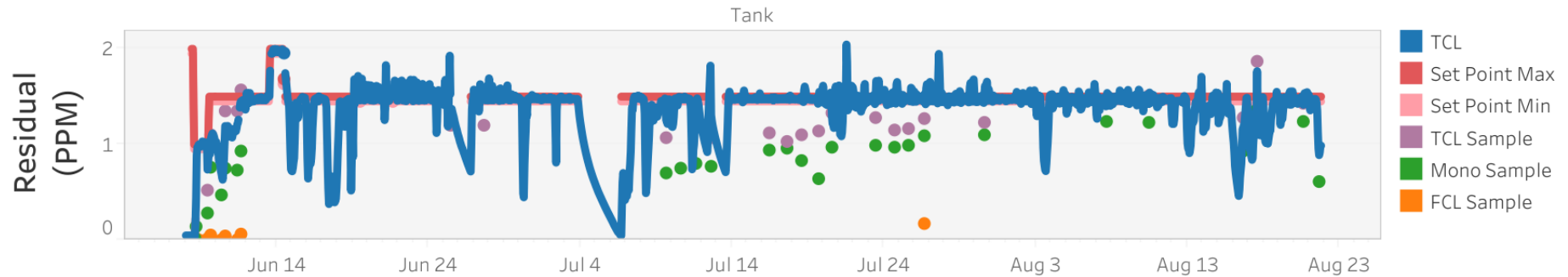
# Monoclor® RCS at Deer Park (TX) was started up in June 2018

- Monoclor® RCS system at Deer Park consists of:
  - Smart Control Center
  - Water Quality Station
  - Ammonia Feed System
  - PAX PWM400 Mixer
- Monoclor® RCS integrates with the existing gas feed system at the site for the chlorine feed system.

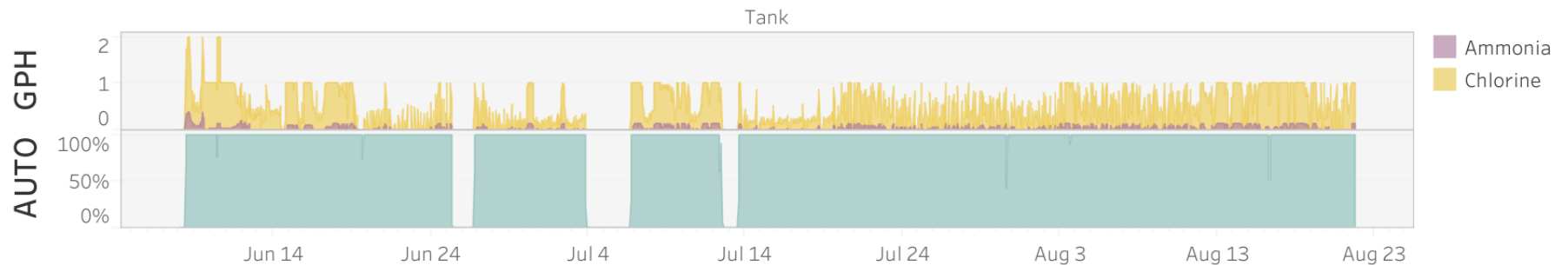


# Residual data at Coy Tank since startup: two months of Monoclor® RCS operation

## Residual

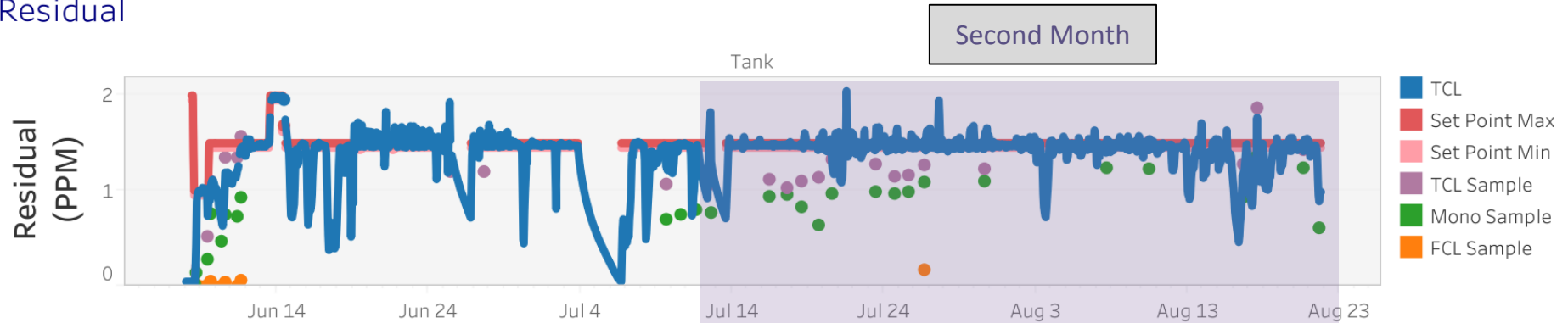


## Control

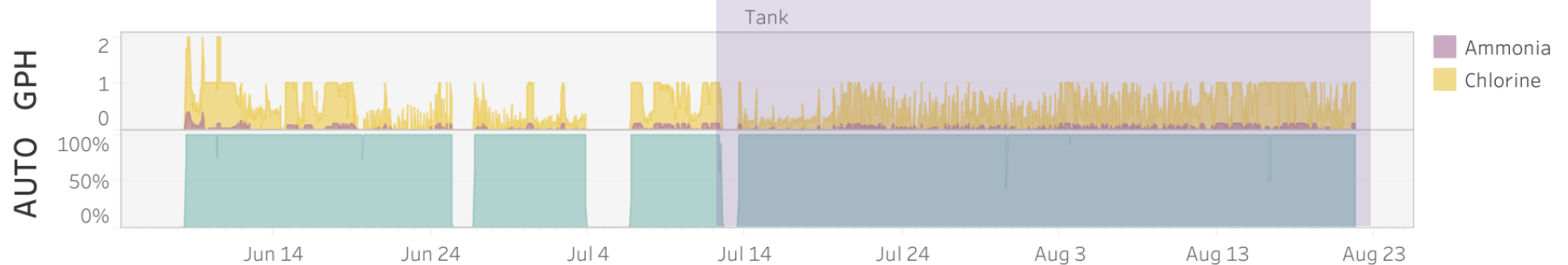


# Residual data at Coy Tank since startup: two months of Monoclor® RCS operation

## Residual

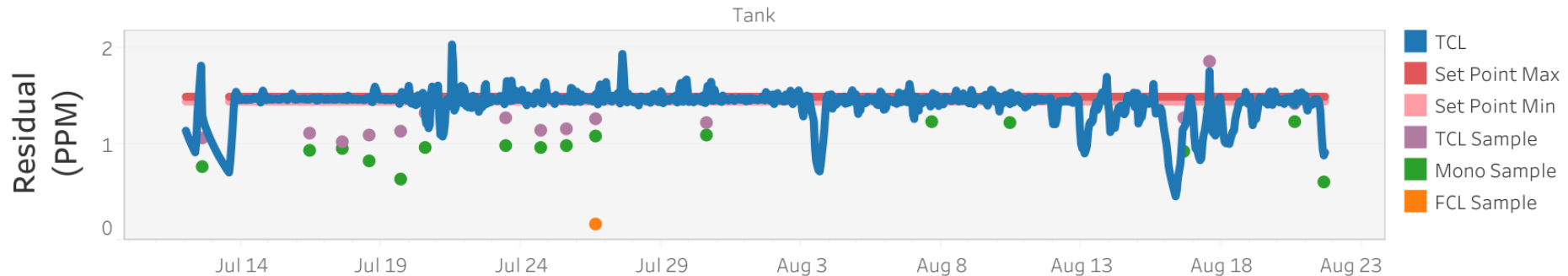


## Control

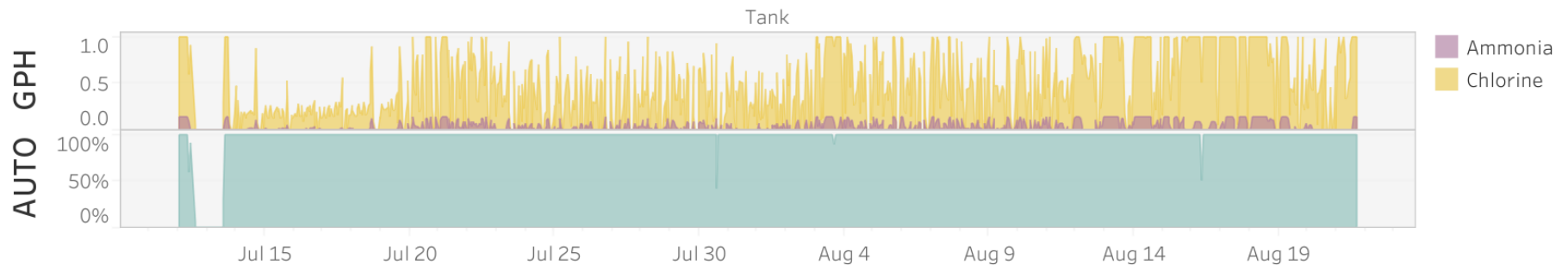


# Second month residual data at Coy Tank: Monoclor<sup>®</sup> RCS maintained 1.5 pm mostly throughout the month

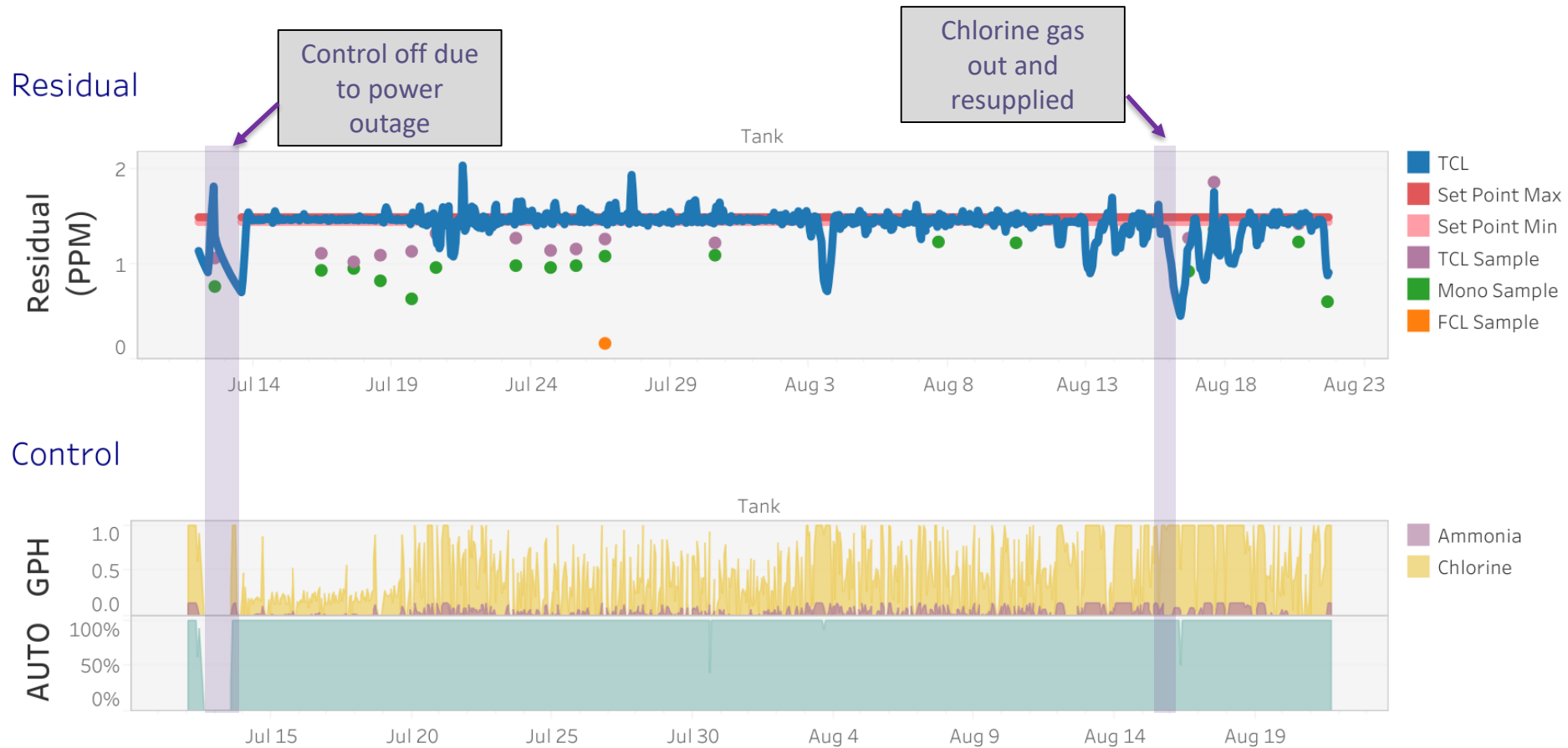
## Residual



## Control



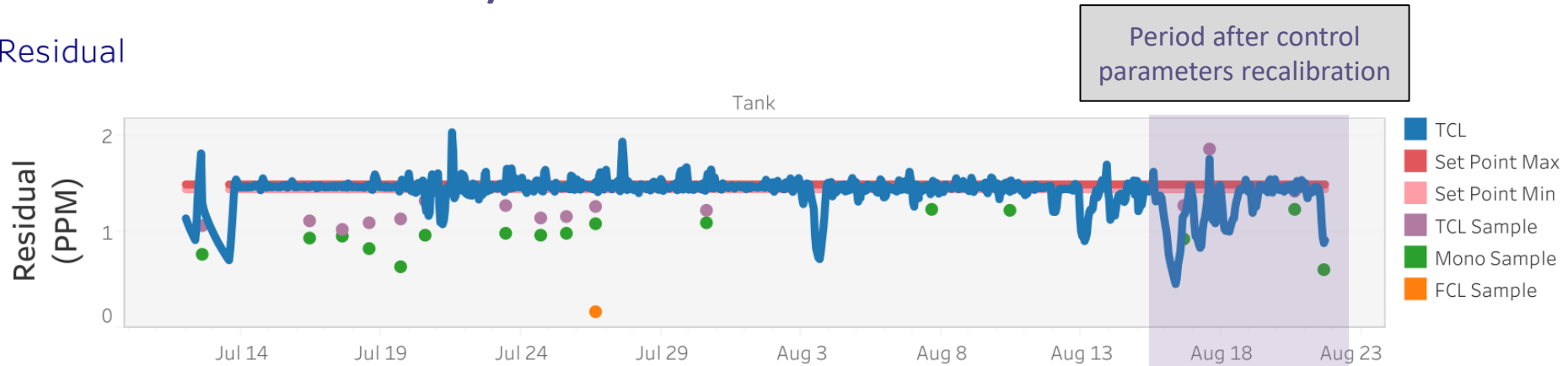
# Second month residual data at Coy Tank: Monoclor<sup>®</sup> RCS maintained 1.5 ppm mostly throughout the month



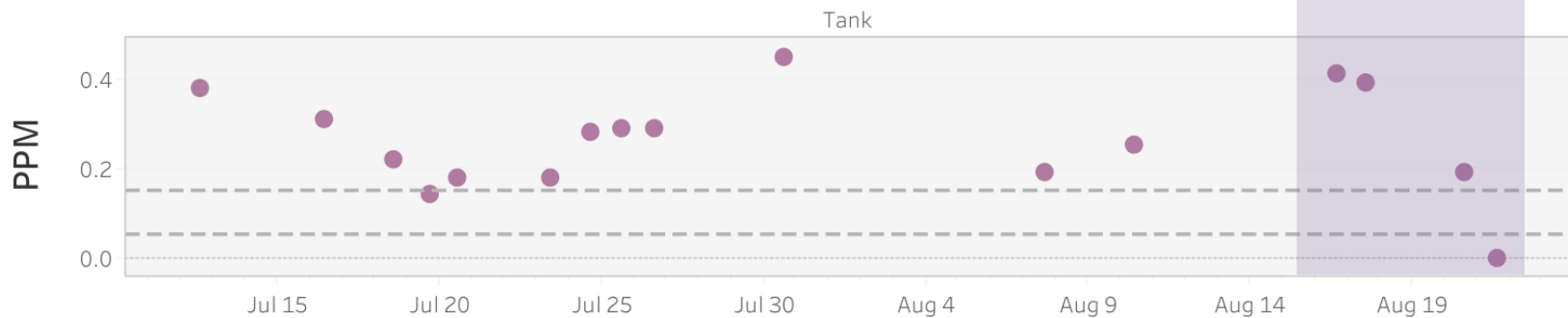


High free ammonia was also observed. Dichloramine regime detection control parameters adjusted to refine detection accuracy.

Residual

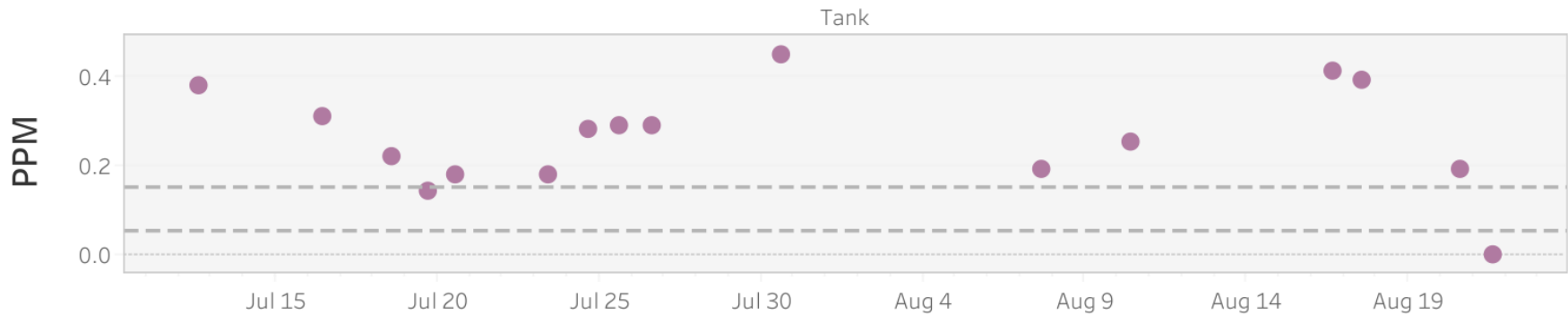


Free Ammonia

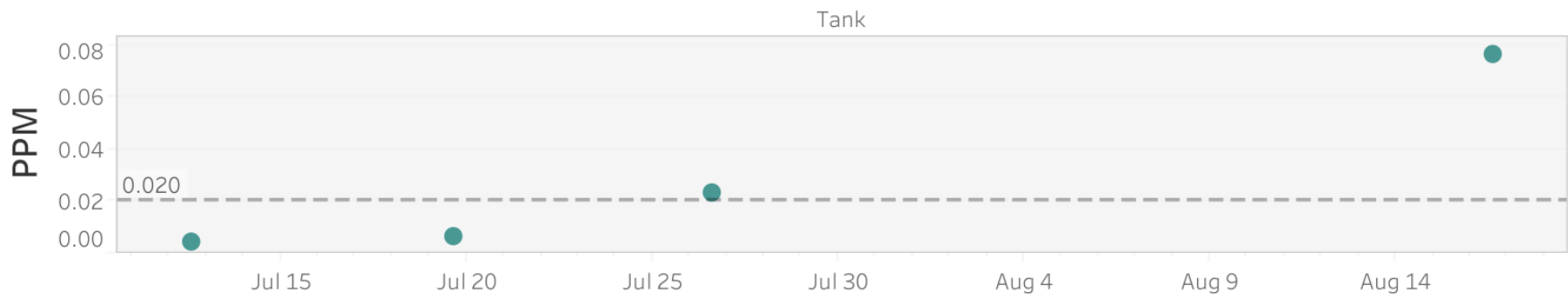


# Free ammonia and nitrite samples during second month of operation.

## Free Ammonia



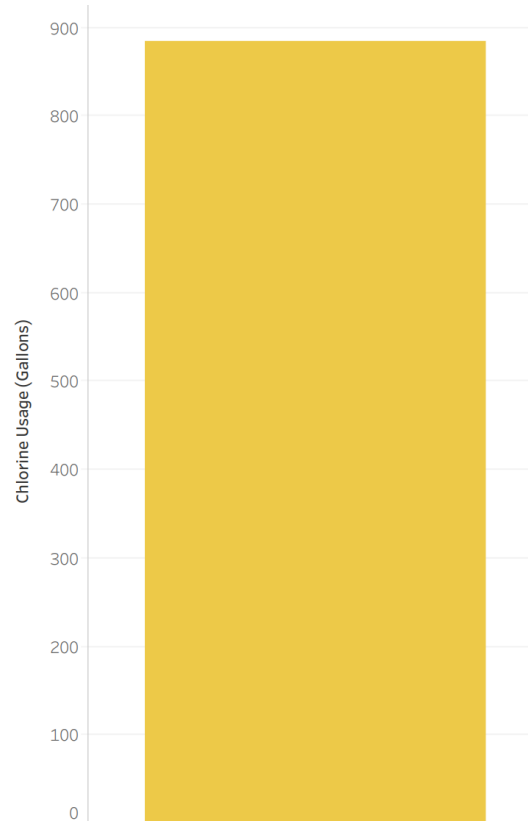
## Nitrite



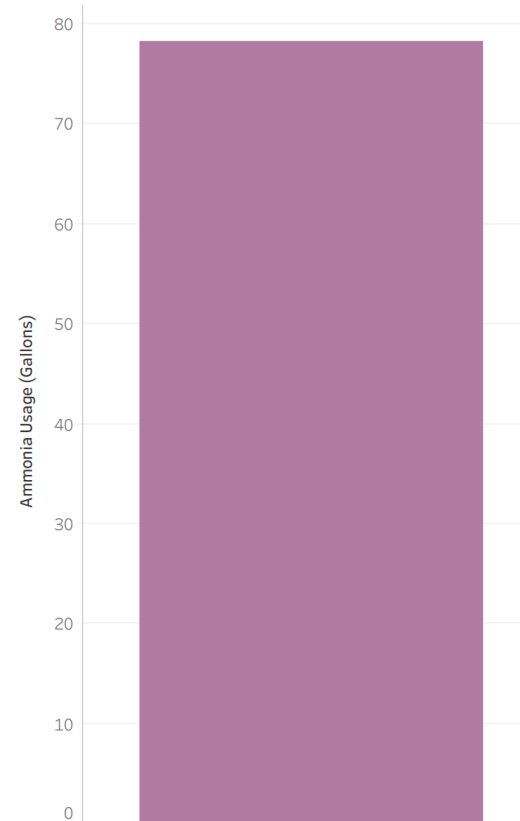
Chemical usage since startup is approximately 1070 lbs of chlorine gas and 80 gallons of 29% aqueous ammonia

### Chemical Usage

Chlorine



Ammonia



Note: unit is shown as equivalent gallons of 12.5% sodium hypochlorite



# Summary: What we learned

- Monoclor® RCS continues to maintain 1.5 ppm of chloramine residual at Coy tank.
- Dichloramine regime detection control parameters was adjusted to refine detection accuracy and to decrease existing free ammonia.





## Legislation Details (With Text)

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**File #:** DIS 18-144    **Version:** 1    **Name:**

**Type:** Discussion    **Status:** Agenda Ready

**File created:** 10/15/2018    **In control:** City Council Workshop

**On agenda:** 10/16/2018    **Final action:**

**Title:** Discussion of issues relating to Medical Plan changes effective 1/1/19 and Employee Clinic update.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council Workshop		

Discussion of issues relating to Medical Plan changes effective 1/1/19 and Employee Clinic update.

### Summary:

The benefit plan changes effective 1/1/19 with particular emphasis on the AARP case ruling and impacts. Also update on employee clinic details for 1/1/19

Fiscal/Budgetary Impact: N/A

Discussion Only



## Legislation Details (With Text)

**File #:** DIS 18-145    **Version:** 1    **Name:**  
**Type:** Discussion    **Status:** Agenda Ready  
**File created:** 10/10/2018    **In control:** City Council Workshop  
**On agenda:** 10/16/2018    **Final action:**  
**Title:** Discussion of issues relating to youth league third party tournament fees.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Sports Organization Utilization Agreement DRAFT - BASEBALL10418](#)  
[Sports Organization Utilization Agreement DRAFT - SOFTBALL10418](#)  
[Sports Organization Utilization Agreement -DRAFT- SOCCER101018](#)

Date	Ver.	Action By	Action	Result
10/16/2018	1	City Council Workshop		

Discussion of issues relating to youth league third party tournament fees.

City staff have been asked to review the current Sports Organization Utilization Agreement for language related to Third Party usage. In addition, staff was asked to research options into the regulation of third party usage at athletic sports complexes.

None

Discussion Only



# City of Deer Park

## Parks and Recreation Department

### Sport Organization Utilization Agreement

#### Baseball

This agreement for the use of athletic facilities is designed to ensure that athletic facilities owned and/or operated by the City of Deer Park, hereinafter referred to as "City" and the Parks and Recreation Department, hereinafter referred to as "Department", are utilized efficiently and safely. All Deer Park sports programs recognized by the City and all Sports Organizations, hereinafter referred to as "Organization", and are intended to enhance and enrich the interest of our citizens and to promote participation in wholesome recreational activities; in addition to an agreement to share the responsibility of caring, improving, and maintaining the facilities.

In order to establish a mutual understanding and working relationship between various Organizations and the City, the following is agreed to by all parties concerned. The City enters into agreements that will best serve the athletes. Any and all fields can be assigned or reassigned to use by any contracted organization on a yearly basis depending on the participation and needs.

#### A. Term

1. This agreement shall be for a term of up to one (1) calendar year beginning on the date of full execution hereof concluding on December 31 of each calendar year, unless terminated by either party upon sixty (60) days advanced written notice to the other party. Any Organization that holds a current valid agreement, in compliance with the City, for the use of any athletic facility (ies) for the previous year will have the opportunity to renew that agreement for the following year. Agreements will be taken before City Council annually each December to approve for the following calendar year.

#### B. Option to renew

1. Renewal of this agreement for an additional term shall be conditioned upon the following terms:
  - i. That a request for renewal be initiated by the signing of a new agreement by the Organization's president, with a copy of the annual report, prior to October 31st of each year.
  - ii. That the Organization provide the annual report prior to the start of the season:

**Commented [JZ1]:** To better meet the needs of the community, this wording was revised

**Commented [JZ2]:** This has been updated in 2017 and removed in 2018 revisions. See new condensed definitions in Glossy of Terms

**Commented [SS3]:** March 6, 2017, PARC agreed they wanted to leave the agreement as an annual instead of making it a 5year agreement as requested by Quest.

- a. Copy of approved current constitution and by-laws for Organization.
- b. List of current Organization officers and board members with addresses, phone numbers, and email.
- c. Proposed Organization schedule of events.
- d. Copy of Organization's general liability insurance policy and have the City of Deer Park as additional insured.
- iii. Seek recommendation for approval by City Council from the Parks and Recreation Commission in November of each year.
- iv. Approval by the City Council in December of each year.

**Commented [J24]:** Not previously listed. Added to protect City.

**Commented [J25]:** Identified the formal approval process

### C. General Agreements

1. The Organization understands that the City is the sole owner of the facilities and any contribution of services, amenities and cash or donation on the part of the Organization does not imply ownership on behalf of the Organization.
2. Use of City facilities are primarily for the use of citizens living within the incorporated city limits and/or attends a Deer Park ISD school.
3. The Organization is required to provide a minimum service of Recreational League play.
4. It is suggested that the Organization prioritize usage of the fields in the following manner:
  - i. Recreational league games
  - ii. League sponsored tournaments
  - iii. Select league games
  - iv. Select tournaments
  - v. Third party usage
5. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
  - i. 70% of the Recreational League participation must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines.
6. If an Organization does not meet the above criteria, the Organization must provide annually the "Plan of Action" to increase the local participation percentage in an effort to achieve the criteria.
7. All persons within the established boundaries will be offered the opportunity to participate in all the Organization's programs regardless of gender, race, national origin, religion or disability in accordance with present state and federal law.
8. Organization must operate as a non-profit association, as set forth by the Internal Revenue Service.
  - i. All financial documents and records are subject to audit per request of the City.
  - ii. Only camps or clinics authorized by the City, with all proceeds benefiting the Organization or the City are permitted. The City has first right of refusal.
9. The Organization WILL NOT collect admission fees nor require the public to pay other charges to attend practice, games or recreational tournaments at City facilities per City ordinance.
10. Annually, The Organization must submit with the annual agreement renewal either of the following:

**Commented [J26]:** Item only listed in baseball and Softball

**Commented [J27]:** This is only listed in this order for baseball and softball. Recreation is priority for Baseball and Softball.

**Commented [J28]:** Recommended organization priority usage list

**Commented [J29]:** Will be managed by P&R department.

**Commented [SS10]:** March 6, 2017, PARC agreed they would like to keep the 75% requirement and agreed to include the "Plan of Action" allowance for those that do not currently meet the 75%. The PARC did not want to lower the percentage to 60% as requested by Quest.

**Commented [J211R10]:** Due to challenges regulating these percentages; this item was removed

**Commented [J212]:** The City administers the usage of the facilities outside of the Sports Organization Utilization Agreement.



- i. In Lieu of proposal for capital improvements to their designated facility in the minimum amount of \$5,000. Capital improvements may consist of, but are not limited to:
    - a. Fence repairs
    - b. Irrigation repairs and installation
    - c. Field grading work
    - d. Concession stand infrastructure
    - e. Field light repairs and installation
    - f. Other items related to sports field improvements
  - ii. A payment in the amount of \$5,000 for future projects at the Organizations designated facility.
    - a. Funds will be held in a designated City of Deer Park account.
    - b. It is recommended that funds are used prior to reaching an account balance of \$50,000.
    - c. The City of Deer Park may utilize funds at their discretion with recommendation from the Parks and Recreation Commission and approval from the City Council.
11. Should the Organization choose to submit an In Lieu of project or payment exceeding the \$5,000 minimum; the following terms would apply:
  - i. The difference of the minimum amount can be applied to the following year's agreement.
  - ii. Should the Organization decide to make a payment towards a specific capital project, funds can be deferred up to three consecutive (3) years or up to an account balance of \$50,000. Three (3) consecutive years begins at initial deferred payment.
    - a. The specific capital project must be recommended by the Parks and Recreation Commission and presented and approved by City Council at initial deferment.
12. No construction or alterations may be done on City property/facility without the authorization of the City. Any approved construction will become the sole property of the City at the conclusion of construction and acceptance by the City. All capital improvement projects will go through the relevant formal City process.
13. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
14. The Organization will not allow any other organization, association or group to use the facility without prior approval of the Parks and Recreation Department.
  - i. The City of Deer Park reserve the right to regulate field usage at any time.
15. Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities. All Board of Directors members and managers are recommended to have completed a current applicable training program from a recognized state or national youth sports association. It is required that all head coaches involved in the league have such up to date training.
16. All league officials, coaches, managers, umpires and any other person(s) involved with the Organization's activities shall have a valid personal background check performed annually and with the results being kept in a confidential file by the Board of Directors.

**Commented [JZ13]:** Staff believes this will meet the leagues short expectations of Capital Improvement items.

**Commented [JZ14]:** New in Lieu of flat fee structure for review

**Commented [JZ15]:** Capital projects will be put through the standard formal City process for construction.

**Commented [JZ16]:** P&R has a formal rental process in place

#### D. Obligation of the City

1. To provide athletic facilities to be utilized efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome athletic activities.
2. To ensure the Organization has first rights of refusal.
3. To oversee, manage, and accept all capital improvement projects for athletic facilities.
4. To approve advertising permitted at athletic facilities.
5. The City reserves the right to close any field for routine maintenance for up to seven consecutive calendars days and will provide the Organization with a minimum of two week's written notice.

**Commented [JZ17]:** For reference to the SOUA

- 4.i. In the event of an emergency maintenance, the City may close the fields with less than two week's written notice to the Organization.

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5-6. The City will provide maintenance and repairs to athletic facilities and more specifically as follows:

- i. Will prepare all playing surfaces, buildings and grounds on City owned property prior to the beginning of the league season and as deemed necessary by the Department.
  - a. Maintain playing surfaces to include leveling and drainage work deemed necessary by the Department.
  - b. Maintain all, fences, bleachers and gates in a safe and secure condition.
  - c. Maintain structural integrity of concession stands, restrooms and storage buildings including repair or replacement of damaged roofs, doors and windows.
  - d. Make major plumbing repairs for restrooms, sinks, urinals and commodes as deemed necessary by the Department.
  - e. Make major electrical and air conditioning unit repairs as deemed necessary by the Department.
  - f. Paint all structures as deemed necessary by the Department.
  - g. Maintain all area and field lighting. Repair and replace lights, poles, wiring, fuses, transformers and other equipment related to the lighting of each field.
    - a. Attempt to maintain at least 75% of the potential lighting for field or pole during regularly scheduled season.
    - b. The Department will maintain lighting schedules for facilities with automatic lighting system.
  - h. The Organization will appoint three officials at the beginning of each calendar year to have access to the automatic light schedule. The Organization is responsible for notifying the City of permission changes throughout the year.

Maintain all field irrigation system(s).

    - a. Watering schedules are managed and authorized by the Department.
    - b. The Department reserves the right to restrict watering schedules if conditions deem it necessary.
- i. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.

**Commented [JZ18]:** Already in practice with organizations. 3 business days was not regulated and did not provide good customer service.

6-7. Maintain all turf areas on the fields to include, but not limited to mowing, weed control, fertilization and herbicide spraying.

- i. Department mowing routines allow for mowing of playing surfaces twice a week during scheduled season play.
- ii. Department mowing routines allow for surrounding grounds mowing once every other week.

- iii. Mowing routines are subject to change based on field conditions or as deemed necessary by the department.
- iv. If any organization wants a more frequent mowing routine, it becomes their responsibility.
  - a. The Organization must receive prior approval before beginning additional mowing.
  - b. The Organization will be responsible for all damages occurring from additional mowing if damages should occur.
- v. All additional herbicide, fertilization and overseeding applications will be performed by the Department upon request and with funds provided by the Organization.

~~7-8.~~ 8. Furnish trash receptacles and trash liners.

- i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.

~~8-9.~~ 9. Clean and stock restrooms.

- i. Daily, Monday through Friday, during regularly scheduled season.
- ii. Saturdays and Sundays when deemed necessary by the Department.
- iii. Once weekly during off-season.

~~9-10.~~ 10. Maintain all parking areas.

~~10-11.~~ 11. Provide utility services for facilities including electrical, water and sewer where required.

~~11-12.~~ 12. The City will supply support poles and an electrical source for scoreboards.

- i. Routine maintenance and repairs to scoreboards becomes the responsibility of the Organization after installation.

~~12-13.~~ 13. The City retains the right and privilege to enter and inspect all buildings and premises at any time.

~~13-14.~~ 14. The Department will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.

~~14-15.~~ 15. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.

~~15-16.~~ 16. The Department's obligations under this agreement will be performed as soon as, and to the extent that, budgeted funds and resources are available for performance of its obligations.

- i. The Department, to the best of our ability, will address all maintenance and repair requests in priority order.

~~16-17.~~ 17. The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.

~~17-18.~~ 18. The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

**Commented [JZ19]:** P&R has opened up the usage of or meeting rooms and facilities to better meet the demands from the Sports Organizations.

#### E. Obligation of Youth Sports Organization

1. To utilize athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in athletic activities.
2. Utilize City facilities for the primary use of citizens living within the incorporated city limits. It is suggested that the Organization prioritize usage of the fields in the following manner
  - i. Recreational league games
  - ii. League sponsored tournaments

- iii. Select league games
  - iv. Select tournaments
  - v. Third party usage
3. The Organization shall furnish the Department an annual report, by October 31<sup>st</sup> of each year, which includes the total number of participants, including the number of resident and non-resident participants and any other information requested by the Department.
4. To seek approval from the Department for any capital improvement projects for athletic facilities.
5. To seek approval from the Department for advertising permitted at athletic facilities.
6. The Organization is obligated to provide the City with a schedule of all City facility usage. This is to include, but not limited to schedules for, games, tournaments, and league ceremonies. Schedules are due quarterly (January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>).
- ~~6.7.~~ The Organization agrees NOT to expand schedules, length of league play, number of tournaments nor add seasons without prior written approval from the City.
- ~~7.8.~~ The Organization shall at all times during the term of this agreement maintain, in effect general public liability insurance covering the Organization's program(s) at the facility against claims for personal injury, death or damage to property to the limit of not less than one-million (\$1,000,000). The City shall be named as additional insured on such policy and shall be entitled to thirty (30) day notice of cancellation or changes of any kind regarding such insurance and certificates of insurance shall be provided to the City prior to the agreement becoming valid.
- ~~8.9.~~ By the execution of this agreement, the Organization does hereby indemnify and hold harmless the City and its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description, including all expenses of litigation, court cost and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act by the Organization or its agents, volunteers or employees in the use of the facilities as set forth in the agreement.
- ~~9.10.~~ All Board of Directors elections shall be conducted as prescribed by the Organization's by-laws. The election of offices shall be open to any and all qualified individuals. The Organization shall provide public notice of all Board of Directors elections. Notice shall be posted prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date.
- i. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- ~~10.11.~~ Each Organization is deemed responsible for the conduct of its participants, coaches and spectators. The Department can require an organization to hire an off duty officer for security if they feel it is in the best interest of the City.
- ~~11.12.~~ It shall be the Organization's responsibility to ensure that no alcoholic beverages are permitted on the premises, per City Ordinance. This policy is to be inclusive of any individual under the influence of alcohol. League officials will request any such person to leave the premises and if necessary contact the Police.
- ~~12.13.~~ The use of tobacco products such as cigars, cigarettes, smokeless tobacco and pipes is prohibited in all indoor City property venues including, but not limited to, the building entrance

**Commented [JZ20]:** The P&R department will be able to regulate this number more efficiently.

and exit ways. Tobacco use is allowed in designated areas which will be clearly marked with signage and markings.

~~13.~~14. During the term of this agreement the Organization shall operate its own concession stand and all revenues generated from such shall be for the sole and exclusive use of the Organization.

- i. The Organization shall furnish and maintain all equipment needed and/or used in the concession stand. The Organization shall abide and comply by all city, county and state health and fire code requirements.
- ii. It shall be the responsibility of the Organization to contact the Harris County Health Department for an annual inspection of the concession stand and to acquire all necessary health code licenses prior to opening for any season.
  - a. Dependent upon the issue, it shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.
  - b. It shall be the responsibility of the Organization to provide an annual report to the Department as proof of meeting Harris County Health Department code requirements.
- iii. The Organization may sublet its concessions based on the following conditions:
  - a. Receive written permission to sublet concessions from the Department.
  - b. Concession contractor will be required to acquire a vendor permit from the Department.

~~14.~~15. The Organization will be responsible for all game preparations of fields.

- i. No one under 16 years of age is allowed to operate any motorized equipment used in field preparation or materials transport, to include but not limited to golf carts, infield groomers, 4-wheelers, riding lawnmowers and motorized vehicles.

~~15.~~16. The Organization shall provide all bases and base stubs, pitching rubbers, marking chalk/paint and application equipment. The installation of pitching rubbers, bases and base stubs are to be installed per the manufactures instructions.

17. At anytime a mechanical batting machine or batting cage is being used, for instruction or practice, an adult league authorized official over the age of 21 must be present to supervise. It shall be the responsibility of the organization to ensure that any league official operating or supervising the use of a mechanical batting machine has been instructed in the proper operation procedures and with all safety precautions.

- i. The Organization maintains first right of refusal on the usage of batting cages at their contracted facilities.

~~16.~~ii. The Organization is responsible for securing batting cages and maintenance of batting cage nets.

~~17.~~18. The Organization shall report any facility damage, dangerous or unsafe conditions, or unusual or suspicious situations to the Department as soon as possible but no longer than the next business day.

- i. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.

~~18.~~19. The Organization has the right to sell and install signs along the fences and scoreboards of certain designated fields located on the facility. All revenues generated from such use shall be

**Commented [J221]:** Health code requirements are extensive and strictly enforced

**Commented [J222]:** Internal form that may be used at P&R discretion.

**Commented [J223]:** Include in softball and baseball. Remove from soccer.

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for the sole and exclusive use of the Organization. The Department, before installation, shall approve signs including installation materials and methods.

~~19-20.~~ The Organization shall:

- i. Prohibit its coaches and players from hitting balls into any fences unless it occurs in the natural course of a game. This policy is also to include surrounding structures and buildings. Failure to enforce this policy may result in the Organization incurring costs associated with the repairs of the fencing, structures and buildings.
- ii. Be responsible for keeping the area clean of all trash, paper, boxes, cartons, cans, containers, etc. generated by the concessions stand, spectators, or participants. All such items shall be placed in City provided trash receptacles. This includes, but not limited to, all fields, dugouts, restrooms, concession stands, storage areas, commons areas and parking lots.
- iii. The Organization is responsible for changing out trash bags in trash receptacles if the trash bag is more than half-full. Trash bags are to be placed in dumpsters located at each City owned facility.
- iv. Supply all locks necessary and provide the Department with either code or keys for locks. At their discretion, the Organization has the right to lock access gates to protect prepped fields. The City reserves the right to remove any locks as deemed necessary by the Department and at the Organization's expense.
  - a. Prepped fields are defined as Game-Ready, which includes infields dragged, batter boxes chalked, foul lines chalked and bases placed in their proper locations.
  - b. Organization shall not lock a prepped field more than three (3) hours before the start of a game or tournament.
  - c. Organizations may lock fields during inclement weather when field conditions are not conducive for play.
- v. Fields are to remain open following the conclusion of practices, games and tournaments and are to remain open until permissible by the above conditions. Do all watering of fields as needed and allowed by the Department.
- vi. Supply all scoreboards and maintain all boards including bulb replacement.
- vii. Keep buildings and rooms clean and free of litter. Storerooms shall be maintained in an orderly and safe condition. Restrooms are not to be used as storerooms for any equipment or supplies.
- viii. Maintain the premises in a safe and aesthetic manner, i.e. keep all drags and other equipment stored and inaccessible to children.

~~20-21.~~ Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.

~~21-22.~~ The Organization shall have at least two identified league officials, over the age of 21, to be on duty at all games to supervise activities and conduct including supervision of parking lots.

~~22-23.~~ The Organization shall have an official inspect every field (playing surfaces) prior to the first game each day/night of league play for any safety concerns such as holes in the infield or outfield, secure bases, fences, backstops or anything that might be a hazard. All corrections shall

**Commented [JZ24]:** For safety purpose and for code purposes, this was revised to meet City standards

**Commented [JZ25]:** Include in softball and baseball. Remove from Soccer.

**Commented [JZ26R25]:** The City will close fields for maintenance purposes of defer to the P&R rain out policy.

**Commented [JZ27]:** Include in softball and baseball. Remove from soccer.

be made by the Organization prior to the start of the first game and if this cannot be accomplished play will be suspended until the Department is notified and any repairs can be made.

~~23-24.~~ The Organization shall have a written “emergency situation” plan in effect. This plan shall include the shelter in-place plans, evacuation plans and routes and all necessary supervisory assignments and duties.

- i. At least one board member shall be assigned as an Emergency Response Officer to be in charge of all procedures, equipment and shall be responsible for the training of all board members, coaches and volunteers.
- ii. The Organization shall make “emergency situation” response information available to any out of town teams playing in league play, league tournaments or post-season play. Such information shall be included in any and all packets or information given to visiting coaches or managers.

~~24-25.~~ Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.

~~25-26.~~ **The operation of motor vehicles and/or parking vehicles on turf areas is prohibited by City ordinance. It is the organization’s responsibility to make sure all of their officials, coaches, spectators, participants and volunteers are aware of and comply with this ordinance.**

~~26-27.~~ The Organization will abide by and establish a line of communication between the Organization’s President, or designated representative, and a City appointed liaison.

- i. The Organization’s President, or designated representative, is required to attend all scheduled City sports organization meetings.

~~27-28.~~ The Organization may provide information to be included in promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.

~~28-29.~~ The Organization is authorized to use a City facility location, dependent on availability, and approval from the Parks and Recreation Department. :

~~29-30.~~ The Organization should utilize the following recommendations in the event of severe weather:

- i. Postpone or suspend activity if a thunderstorm appears imminent before or during an activity or contest (irrespective of whether lightning is seen or thunder heard) until the hazard has passed. Signs of imminent thunderstorm activity are darkening clouds, high winds, and thunder or lightning activity.
- ii. Have a means of monitoring local weather forecasts and warnings.
- iii. When thunder is heard within 30 seconds of a visible lightning strike, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play for thirty minutes and take shelter immediately.
- iv. Once activities have been suspended, wait at least thirty minutes following the last sound of thunder or lightning flash prior to resuming an activity or returning outdoors.
- v. All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity, without fear of repercussions or penalty from anyone.

## F. Tournaments

1. The Department will be notified of all tournaments by the Organization no later than two (2) weeks prior to tournament taking place. Notification of tournament to include dates, who is hosting the tournament, contact information for tournament host, and whom any and all net proceeds benefit.
2. Organization may allow any teams affiliated with organization to utilize facilities for tournaments beginning March 1 – October 31 of each year.
3. Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department. The Organization sponsoring such a tournament will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control during the duration of the tournament.
4. Concession operations will remain with the Organization or as authorized through this agreement.
5. All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams and hosting entities.

**Commented [JZ28]:** Staff is requesting more detailed information to better meet the demands for maintenance purposes

**Commented [SS29]:** Quest would like to change the dates to January 2 – December 15<sup>th</sup>. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

**Commented [JZ30]:** We have addressed this with a flat fee that encumbers all organizational annual usage fees

**Commented [JZ31]:** P&R has addressed field usage from third party users via a formal rental process.

#### G. Third party usage

1. Use of any City facility is restricted to Organizations that are members of and/or affiliated with a City Council approved Sports Organization Utilization Agreement.
2. Outside third party usage must be contracted and approved through the Parks and Recreation Department.
  - a. All Third party usage must carry general liability insurance with limits no less than one (1) million dollars.
  - ~~a.b.~~ The Organization who has entered into this agreement with the City may not authorize the usage of the facilities to Third Party Users or Organizations without the expressed written consent from the City.
3. The Organizations regular league play, practices and associated events take precedence over all third party team play, practices, games, tournaments and associated events.
- ~~3.4.~~ Facilities for tournaments are available for rental beginning March 1 – October 31 of each year.
- ~~4.5.~~ The Association's Board of Directors have the first right of refusal on the availability of fields and dates of all games, practices and tournaments.
- ~~5.6.~~ Concession operations will remain with the Organization or as authorized through this agreement.
  - i. Third Party user may bring in their own private concessions vendor, but not utilize on site concession facility without prior approval from the organization and the Parks and Recreation Department.
  - ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.
- ~~6.7.~~ Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.
- ~~7.8.~~ All policies and regulations that apply to the Organization listed in the lease agreement apply to all.
- ~~8.9.~~ The City may allow third party users to utilize facilities for practices, games and tournaments beginning March 1 – October 31 of each year.
  - i. If approved by the Parks and Recreation Department, facilities may be utilized outside of the scheduled use.

**Commented [JZ32]:** Added to assist with the regulation of the contract.

**Commented [SS33]:** Quest would like to change the dates to January 2 – December 15<sup>th</sup>. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

**Commented [SS34]:** Quest would like to change the dates to January 2 – December 15<sup>th</sup>. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.



~~9.10.~~ The Department will receive notification of third party usage of facilities no later than two (2) weeks prior to utilization for tournaments and games. Practices are subject to availability and approval of by the Department until 12:00 pm on day of rental.

~~11.~~ Payments: The City will receive from the third party renter payment prior to usage.

~~12.~~ Field Rental Costs:

Field Usage: \$25 for 2 hours

Tournament usage: \$25 per hour per field

Tournament deposit: \$500

Field Lights: \$10 hour per field

**Commented [J235]:** Current P&R policy

**Commented [J236]:** There is an existing P&R field rental policy in place.

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**H. Rain-out Policy**

1. Organization must abide by the City adopted Rainout Policy dated August 1, 2016 (Exhibit A).

**I. Default**

1. If any event of default of any of the obligations or in the performance of any of the terms, conditions, or provisions of any instrument or document evidencing the obligations secured by this agreement or in the performance of any covenant contained herein shall occur; then the following course of action shall be taken:

**Commented [J237]:** Formal Default policy established and added to contract

i. Documentation and discussion with the organization of non-compliance from the Parks and Recreation Department.

ii. Written notice of non-compliance from the Parks and Recreation Department.

iii. Second written notice of non-compliance from the Parks and Recreation Department with stipulation requiring corrective action within in thirty (30) days of issuance.

iv. Failure to take corrective actions after the second written notice of non-compliance will result in a staff discussion with City of Deer Park Administration.

v. Recommended course of action from City of Deer Park Administration may be presented to the Parks and Recreation commission by staff should a suitable solution not be determined.

vi. Parks and Recreation Commission will recommend to City Council a suitable course of action.

vii. City Council will make a recommendation up to possible termination of the Sports Organization Utilization Agreement.

**Annual Report Attachments:**

1. Current Copy of board approved Organization constitution and by-laws.
2. Proof of Insurance.
3. List of current officers and Board of Directors.
4. Proposed annual calendar of events.

5. Copies of all receipts for any current agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment for current agreement.
6. If requesting, written contribution request in lieu of payment.

Facility Usage

The following facilities will be used for this contractual agreement:

1. Five (5) fields located at Minchen Athletic Complex
2. The Concession/Restroom building
3. Maintenance/Storage buildings located at Minchen Athletic Complex
4. Batting cages located at Minchen Athletic Complex
5. Six (6) fields located at Spencerview Athletic Complex
6. The Concession/Restroom/Meeting room building
7. Maintenance/Storage buildings located at Spencerview Athletic Complex
8. Batting cages located at Spencerview Athletic Complex
9. Three (3) baseball fields located at Dow Park.
10. The Concession stand and two(2) storage buildings at Dow Park.
- 6-11. Batting cages located at Dow Park.

In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Nothing in this agreement shall be construed to make the City or its respective agents or representatives liable in situations it is otherwise immune from liability.

Each party represents to the other that the individual signing this agreement below has been duly authorized to do so by its respective governing body and that this agreement is binding and enforceable as to each party.

I have read and I understand the policies and regulations stated herein and agree to abide by them. Failure to abide by these policies and/or regulations may be cause for the revocation of the agreement.

The City of Deer Park enters an agreement with: \_\_\_\_\_ for the sole purpose of playing games and/or tournaments and related activities upon the above agreement, terms and conditions, that certain tract(s) of land in the City of Deer Park, Harris County, Texas to wit:

The City of Deer Park, Texas \_\_\_\_\_ located in \_\_\_\_\_ in said city. This agreement shall be effective from January 1, 20\_\_ through December 31, 20\_\_ but may be sooner.

Signed in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Authorized organization: \_\_\_\_\_ Parks and Recreation Department Director

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

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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Park Board Chairman:

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

Signature: \_\_\_\_\_

City of Deer Park Mayor

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

Signature: \_\_\_\_\_

DRAFT

## **EXHIBIT A**

### **Deer Park Athletic Field**

#### **Rain-out Policy**

Practices and games will be held, as long as conditions are safe for participants and do not violate our rules or park guidelines. As a standard, the City of Deer Park will do our best to alert the leagues and rentals via email or phone call with as much notice as possible on practice/game day should fields be unplayable. Please keep in mind that Park closures and practice/game cancellations are determined by the City of Deer Park Parks and Recreation Department which reserves the right to cancel practices/games at any time depending on the current weather and field conditions.

Please call 281-478-2099 for a recorded message that will provide information in reference to Rainouts and Cancellations during the week after 3:00pm or visit the City of Deer Park Athletics Website at: [www.deerparktx.gov/athletics](http://www.deerparktx.gov/athletics) for status updates. City of Deer Park staff will work with league officials, citizen field rentals, and tournament directors when making decisions on field conditions and the playability of fields at the various athletic sports complexes. League and tournament officials make the final call if their event will play or not based on 1) current weather conditions and 2) if the fields have not been previously closed by the City of Deer Park.

#### *City of Deer Park Athletic Sports Complexes - Determining Field Playability*

Standing water occurs because the ground is saturated. Removing standing water does not eliminate the saturation. It is the saturation, and not standing water, that causes damage and unsafe conditions. Determining the playability of an athletic field is crucial to the continued health of the turf and the sustainability of the field throughout the season. More importantly, determining the playability is vital to the safety and best interests of the participants and patrons to the City of Deer Park athletic sports complexes. The Department will close its athletic fields if City of Deer Park staff determines that fields are too wet for play, or if other issues arise that would compromise patron safety.

League officials have the responsibility to close fields for play when safety and/or field damage is possible.

*An athletic field should be considered closed for play if any part of the field becomes unsafe for field users or if conditions exist where use will cause damage to the field.*

An athletic field should be considered closed if any of the following conditions exist:

1. There is standing water present on any part of the field that cannot be removed without causing damage to the field.
2. There are muddy conditions present that will not dry by the start of the game.
3. While walking on the field water can be seen or heard with any footstep.

4. If water gathers around the sole of a shoe or boot on any portion of the field.
5. While walking in turf areas any impression of your footprint is left in the surface.
6. While walking on the infield portion of the field, an impression of ½" deep or more is left by a footprint.

*Additional reasons for cancelling games:*

1. It has rained most of the day of the scheduled game and there is standing water on the field.
2. It has rained for several days prior to the scheduled game and the fields are wet to the point where playing the game will destroy the playing surface.
3. It is raining at the time of the scheduled game and the temperature is low enough to make conditions unbearable for the children.
4. The presence of lightning - 3 strikes and you're out. The first lightning strike will cause a 30-minute delay, with subsequent strikes re-setting the 30-minute delay. Three strikes within 30 minutes will result in cancellation.
5. The potential for severe weather is significant enough that it warrants cancellation for the safety of participants and patrons.

## EXHIBIT B

### Glossary of Terms

**Commented [JZ38]:** We have identified several terms and referenced them for better understanding during the Sports organization utilization agreement.

**Commented [JZ39]:** Is this the correct term?

1. **Recognized Organization** – A recognized sports organization with the City of Deer Park is an organization that has been formally recognized by City Council as an established sports group within the City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter-local agreement. A recognized organization must have:
  - a. Established structure
  - b. Recommendation from Parks and Recreation Commission
  - c. Approval from City Council
2. **Sports Organization Utilization Agreement**- An agreement to establish a mutual understanding and working relationship between various organizations and the City.
3. **Recreation(al) Play**: An interclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system or rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.
4. **Non-Recreation (al) Play**: Teams and Tournaments that do not meet the established criteria of "Glossary of Terms, Item 3" are to be considered non-recreation(al).
5. **First Right of Refusal** – a contractual right that gives the agreement holder first priority to utilize the facilities according to specified terms in this agreement.
6. **Third Party Usage** - A person or group besides the two primarily involved in the Sports Organization Utilization Agreement.
7. **Parks and Recreation Commission** - Under the supervision of the city manager, the Parks and Recreation Commission shall provide, conduct, and supervise public playgrounds, athletic fields, recreation centers, and other recreational facilities and activities on any property owned or controlled by the city. The commission shall consult, advise, and cooperate with other groups concerned with providing recreation in and for the city.
8. **Capital Improvement Project** - A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.



# City of Deer Park

## Parks and Recreation Department

### Sport Organization Utilization Agreement

#### ~~Baseball~~Softball

This agreement for the use of athletic facilities is designed to ensure that athletic facilities owned and/or operated by the City of Deer Park, hereinafter referred to as "City" and the Parks and Recreation Department, hereinafter referred to as "Department", are utilized efficiently and safely. All Deer Park sports programs recognized by the City and all Sports Organizations, hereinafter referred to as "Organization", and are intended to enhance and enrich the interest of our citizens and to promote participation in wholesome recreational activities; in addition to an agreement to share the responsibility of caring, improving, and maintaining the facilities.

In order to establish a mutual understanding and working relationship between various Organizations and the City, the following is agreed to by all parties concerned. The City enters into agreements that will best serve the athletes. Any and all fields can be assigned or reassigned to use by any contracted organization on a yearly basis depending on the participation and needs.

#### A. Term

1. This agreement shall be for a term of up to one (1) calendar year beginning on the date of full execution hereof concluding on December 31 of each calendar year, unless terminated by either party upon sixty (60) days advanced written notice to the other party. Any Organization that holds a current valid agreement, in compliance with the City, for the use of any athletic facility (ies) for the previous year will have the opportunity to renew that agreement for the following year. Agreements will be taken before City Council annually each December to approve for the following calendar year.

#### B. Option to renew

1. Renewal of this agreement for an additional term shall be conditioned upon the following terms:
  - i. That a request for renewal be initiated by the signing of a new agreement by the Organization's president, with a copy of the annual report, prior to October 31st of each year.
  - ii. That the Organization provide the annual report prior to the start of the season:

**Commented [JZ1]:** To better meet the needs of the community, this wording was revised

**Commented [JZ2]:** This has been updated in 2017 and removed in 2018 revisions. See new condensed definitions in Glossy of Terms

**Commented [SS3]:** March 6, 2017, PARC agreed they wanted to leave the agreement as an annual instead of making it a 5year agreement as requested by Quest.

- a. Copy of approved current constitution and by-laws for Organization.
  - b. List of current Organization officers and board members with addresses, phone numbers, and email.
  - c. Proposed Organization schedule of events.
  - d. Copy of Organization's general liability insurance policy and have the City of Deer Park as additional insured.
- iii. Seek recommendation for approval by City Council from the Parks and Recreation Commission in November of each year.
  - iv. Approval by the City Council in December of each year.

**Commented [J24]:** Not previously listed. Added to protect City.

**Commented [J25]:** Identified the formal approval process

### C. General Agreements

1. The Organization understands that the City is the sole owner of the facilities and any contribution of services, amenities and cash or donation on the part of the Organization does not imply ownership on behalf of the Organization.
2. Use of City facilities are primarily for the use of citizens living within the incorporated city limits and/or attends a Deer Park ISD school.
3. The Organization is required to provide a minimum service of Recreational League play.
4. It is suggested that the Organization prioritize usage of the fields in the following manner:
  - i. Recreational league games
  - ii. League sponsored tournaments
  - iii. Select league games
  - iv. Select tournaments
  - v. Third party usage
5. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
  - i. 70% of the Recreational League participation must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines.
6. If an Organization does not meet the above criteria, the Organization must provide annually the "Plan of Action" to increase the local participation percentage in an effort to achieve the criteria.
7. All persons within the established boundaries will be offered the opportunity to participate in all the Organization's programs regardless of gender, race, national origin, religion or disability in accordance with present state and federal law.
8. Organization must operate as a non-profit association, as set forth by the Internal Revenue Service.
  - i. All financial documents and records are subject to audit per request of the City.
  - ii. Only camps or clinics authorized by the City, with all proceeds benefiting the Organization or the City are permitted. The City has first right of refusal.
9. The Organization WILL NOT collect admission fees nor require the public to pay other charges to attend practice, games or recreational tournaments at City facilities per City ordinance.
10. Annually, The Organization must submit with the annual agreement renewal either of the following:

**Commented [J26]:** Item only listed in baseball and Softball

**Commented [J27]:** This is only listed in this order for baseball and softball. Recreation is priority for Baseball and Softball.

**Commented [J28]:** Recommended organization priority usage list

**Commented [J29]:** Will be managed by P&R department.

**Commented [SS10]:** March 6, 2017, PARC agreed they would like to keep the 75% requirement and agreed to include the "Plan of Action" allowance for those that do not currently meet the 75%. The PARC did not want to lower the percentage to 60% as requested by Quest.

**Commented [J211R10]:** Due to challenges regulating these percentages; this item was removed

**Commented [J212]:** The City administers the usage of the facilities outside of the Sports Organization Utilization Agreement.



- i. In Lieu of proposal for capital improvements to their designated facility in the minimum amount of \$5,000. Capital improvements may consist of, but are not limited to:
    - a. Fence repairs
    - b. Irrigation repairs and installation
    - c. Field grading work
    - d. Concession stand infrastructure
    - e. Field light repairs and installation
    - f. Other items related to sports field improvements
  - ii. A payment in the amount of \$5,000 for future projects at the Organizations designated facility.
    - a. Funds will be held in a designated City of Deer Park account.
    - b. It is recommended that funds are used prior to reaching an account balance of \$50,000.
    - c. The City of Deer Park may utilize funds at their discretion with recommendation from the Parks and Recreation Commission and approval from the City Council.
11. Should the Organization choose to submit an In Lieu of project or payment exceeding the \$5,000 minimum; the following terms would apply:
  - i. The difference of the minimum amount can be applied to the following year's agreement.
  - ii. Should the Organization decide to make a payment towards a specific capital project, funds can be deferred up to three consecutive (3) years or up to an account balance of \$50,000. Three (3) consecutive years begins at initial deferred payment.
    - a. The specific capital project must be recommended by the Parks and Recreation Commission and presented and approved by City Council at initial deferment.
12. No construction or alterations may be done on City property/facility without the authorization of the City. Any approved construction will become the sole property of the City at the conclusion of construction and acceptance by the City. All capital improvement projects will go through the relevant formal City process.
13. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
14. The Organization will not allow any other organization, association or group to use the facility without prior approval of the Parks and Recreation Department.
  - i. The City of Deer Park reserve the right to regulate field usage at any time.
15. Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities. All Board of Directors members and managers are recommended to have completed a current applicable training program from a recognized state or national youth sports association. It is required that all head coaches involved in the league have such up to date training.
16. All league officials, coaches, managers, umpires and any other person(s) involved with the Organization's activities shall have a valid personal background check performed annually and with the results being kept in a confidential file by the Board of Directors.

**Commented [JZ13]:** Staff believes this will meet the leagues short expectations of Capital Improvement items.

**Commented [JZ14]:** New in Lieu of flat fee structure for review

**Commented [JZ15]:** Capital projects will be put through the standard formal City process for construction.

**Commented [JZ16]:** P&R has a formal rental process in place

#### D. Obligation of the City

1. To provide athletic facilities to be utilized efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome athletic activities.
2. To ensure the Organization has first rights of refusal.
3. To oversee, manage, and accept all capital improvement projects for athletic facilities.
4. To approve advertising permitted at athletic facilities.
5. The City reserves the right to close any field for routine maintenance for up to seven consecutive calendars days and will provide the Organization with a minimum of two week's written notice.

**Commented [JZ17]:** For reference to the SOUA

- 4.i. In the event of an emergency maintenance, the City may close the fields with less than two week's written notice to the Organization.

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5-6. The City will provide maintenance and repairs to athletic facilities and more specifically as follows:

- i. Will prepare all playing surfaces, buildings and grounds on City owned property prior to the beginning of the league season and as deemed necessary by the Department.
  - a. Maintain playing surfaces to include leveling and drainage work deemed necessary by the Department.
  - b. Maintain all, fences, bleachers and gates in a safe and secure condition.
  - c. Maintain structural integrity of concession stands, restrooms and storage buildings including repair or replacement of damaged roofs, doors and windows.
  - d. Make major plumbing repairs for restrooms, sinks, urinals and commodes as deemed necessary by the Department.
  - e. Make major electrical and air conditioning unit repairs as deemed necessary by the Department.
  - f. Paint all structures as deemed necessary by the Department.
  - g. Maintain all area and field lighting. Repair and replace lights, poles, wiring, fuses, transformers and other equipment related to the lighting of each field.
    - a. Attempt to maintain at least 75% of the potential lighting for field or pole during regularly scheduled season.
    - b. The Department will maintain lighting schedules for facilities with automatic lighting system.
  - h. The Organization will appoint three officials at the beginning of each calendar year to have access to the automatic light schedule. The Organization is responsible for notifying the City of permission changes throughout the year.

Maintain all field irrigation system(s).

    - a. Watering schedules are managed and authorized by the Department.
    - b. The Department reserves the right to restrict watering schedules if conditions deem it necessary.
- i. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.

**Commented [JZ18]:** Already in practice with organizations. 3 business days was not regulated and did not provide good customer service.

6-7. Maintain all turf areas on the fields to include, but not limited to mowing, weed control, fertilization and herbicide spraying.

- i. Department mowing routines allow for mowing of playing surfaces twice a week during scheduled season play.
- ii. Department mowing routines allow for surrounding grounds mowing once every other week.

- iii. Mowing routines are subject to change based on field conditions or as deemed necessary by the department.
- iv. If any organization wants a more frequent mowing routine, it becomes their responsibility.
  - a. The Organization must receive prior approval before beginning additional mowing.
  - b. The Organization will be responsible for all damages occurring from additional mowing if damages should occur.
- v. All additional herbicide, fertilization and overseeding applications will be performed by the Department upon request and with funds provided by the Organization.

~~7-8.~~ 8. Furnish trash receptacles and trash liners.

- i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.

~~8-9.~~ 9. Clean and stock restrooms.

- i. Daily, Monday through Friday, during regularly scheduled season.
- ii. Saturdays and Sundays when deemed necessary by the Department.
- iii. Once weekly during off-season.

~~9-10.~~ 10. Maintain all parking areas.

~~10-11.~~ 11. Provide utility services for facilities including electrical, water and sewer where required.

~~11-12.~~ 12. The City will supply support poles and an electrical source for scoreboards.

- i. Routine maintenance and repairs to scoreboards becomes the responsibility of the Organization after installation.

~~12-13.~~ 13. The City retains the right and privilege to enter and inspect all buildings and premises at any time.

~~13-14.~~ 14. The Department will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.

~~14-15.~~ 15. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.

~~15-16.~~ 16. The Department's obligations under this agreement will be performed as soon as, and to the extent that, budgeted funds and resources are available for performance of its obligations.

- i. The Department, to the best of our ability, will address all maintenance and repair requests in priority order.

~~16-17.~~ 17. The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.

~~17-18.~~ 18. The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

**Commented [JZ19]:** P&R has opened up the usage of or meeting rooms and facilities to better meet the demands from the Sports Organizations.

#### E. Obligation of Youth Sports Organization

1. To utilize athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in athletic activities.
2. Utilize City facilities for the primary use of citizens living within the incorporated city limits. It is suggested that the Organization prioritize usage of the fields in the following manner
  - i. Recreational league games
  - ii. League sponsored tournaments

- iii. Select league games
  - iv. Select tournaments
  - v. Third party usage
3. The Organization shall furnish the Department an annual report, by October 31<sup>st</sup> of each year, which includes the total number of participants, including the number of resident and non-resident participants and any other information requested by the Department.
4. To seek approval from the Department for any capital improvement projects for athletic facilities.
5. To seek approval from the Department for advertising permitted at athletic facilities.
6. The Organization is obligated to provide the City with a schedule of all City facility usage. This is to include, but not limited to schedules for, games, tournaments, and league ceremonies. Schedules are due quarterly (January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>).
- ~~6.7.~~ The Organization agrees NOT to expand schedules, length of league play, number of tournaments nor add seasons without prior written approval from the City.
- ~~7.8.~~ The Organization shall at all times during the term of this agreement maintain, in effect general public liability insurance covering the Organization's program(s) at the facility against claims for personal injury, death or damage to property to the limit of not less than one-million (\$1,000,000). The City shall be named as additional insured on such policy and shall be entitled to thirty (30) day notice of cancellation or changes of any kind regarding such insurance and certificates of insurance shall be provided to the City prior to the agreement becoming valid.
- ~~8.9.~~ By the execution of this agreement, the Organization does hereby indemnify and hold harmless the City and its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description, including all expenses of litigation, court cost and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act by the Organization or its agents, volunteers or employees in the use of the facilities as set forth in the agreement.
- ~~9.10.~~ All Board of Directors elections shall be conducted as prescribed by the Organization's by-laws. The election of offices shall be open to any and all qualified individuals. The Organization shall provide public notice of all Board of Directors elections. Notice shall be posted prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date.
- i. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- ~~10.11.~~ Each Organization is deemed responsible for the conduct of its participants, coaches and spectators. The Department can require an organization to hire an off duty officer for security if they feel it is in the best interest of the City.
- ~~11.12.~~ It shall be the Organization's responsibility to ensure that no alcoholic beverages are permitted on the premises, per City Ordinance. This policy is to be inclusive of any individual under the influence of alcohol. League officials will request any such person to leave the premises and if necessary contact the Police.
- ~~12.13.~~ The use of tobacco products such as cigars, cigarettes, smokeless tobacco and pipes is prohibited in all indoor City property venues including, but not limited to, the building entrance

**Commented [JZ20]:** The P&R department will be able to regulate this number more efficiently.

and exit ways. Tobacco use is allowed in designated areas which will be clearly marked with signage and markings.

~~13.~~14. During the term of this agreement the Organization shall operate its own concession stand and all revenues generated from such shall be for the sole and exclusive use of the Organization.

- i. The Organization shall furnish and maintain all equipment needed and/or used in the concession stand. The Organization shall abide and comply by all city, county and state health and fire code requirements.
- ii. It shall be the responsibility of the Organization to contact the Harris County Health Department for an annual inspection of the concession stand and to acquire all necessary health code licenses prior to opening for any season.
  - a. Dependent upon the issue, it shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.
  - b. It shall be the responsibility of the Organization to provide an annual report to the Department as proof of meeting Harris County Health Department code requirements.
- iii. The Organization may sublet its concessions based on the following conditions:
  - a. Receive written permission to sublet concessions from the Department.
  - b. Concession contractor will be required to acquire a vendor permit from the Department.

~~14.~~15. The Organization will be responsible for all game preparations of fields.

- i. No one under 16 years of age is allowed to operate any motorized equipment used in field preparation or materials transport, to include but not limited to golf carts, infield groomers, 4-wheelers, riding lawnmowers and motorized vehicles.

~~15.~~16. The Organization shall provide all bases and base stubs, pitching rubbers, marking chalk/paint and application equipment. The installation of pitching rubbers, bases and base stubs are to be installed per the manufactures instructions.

17. At anytime a mechanical batting machine or batting cage is being used, for instruction or practice, an adult league authorized official over the age of 21 must be present to supervise. It shall be the responsibility of the organization to ensure that any league official operating or supervising the use of a mechanical batting machine has been instructed in the proper operation procedures and with all safety precautions.

- i. The Organization maintains first right of refusal on the usage of batting cages at their contracted facilities.

~~16.~~ii. The Organization is responsible for securing batting cages and maintenance of batting cage nets.

~~17.~~18. The Organization shall report any facility damage, dangerous or unsafe conditions, or unusual or suspicious situations to the Department as soon as possible but no longer than the next business day.

- i. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.

~~18.~~19. The Organization has the right to sell and install signs along the fences and scoreboards of certain designated fields located on the facility. All revenues generated from such use shall be

**Commented [J221]:** Health code requirements are extensive and strictly enforced

**Commented [J222]:** Internal form that may be used at P&R discretion.

**Commented [J223]:** Include in softball and baseball. Remove from soccer.

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for the sole and exclusive use of the Organization. The Department, before installation, shall approve signs including installation materials and methods.

~~19-20.~~ The Organization shall:

- i. Prohibit its coaches and players from hitting balls into any fences unless it occurs in the natural course of a game. This policy is also to include surrounding structures and buildings. Failure to enforce this policy may result in the Organization incurring costs associated with the repairs of the fencing, structures and buildings.
- ii. Be responsible for keeping the area clean of all trash, paper, boxes, cartons, cans, containers, etc. generated by the concessions stand, spectators, or participants. All such items shall be placed in City provided trash receptacles. This includes, but not limited to, all fields, dugouts, restrooms, concession stands, storage areas, commons areas and parking lots.
- iii. The Organization is responsible for changing out trash bags in trash receptacles if the trash bag is more than half-full. Trash bags are to be placed in dumpsters located at each City owned facility.
- iv. Supply all locks necessary and provide the Department with either code or keys for locks. At their discretion, the Organization has the right to lock access gates to protect prepped fields. The City reserves the right to remove any locks as deemed necessary by the Department and at the Organization's expense.
  - a. Prepped fields are defined as Game-Ready, which includes infields dragged, batter boxes chalked, foul lines chalked and bases placed in their proper locations.
  - b. Organization shall not lock a prepped field more than three (3) hours before the start of a game or tournament.
  - c. Organizations may lock fields during inclement weather when field conditions are not conducive for play.
- v. Fields are to remain open following the conclusion of practices, games and tournaments and are to remain open until permissible by the above conditions. Do all watering of fields as needed and allowed by the Department.
- vi. Supply all scoreboards and maintain all boards including bulb replacement.
- vii. Keep buildings and rooms clean and free of litter. Storerooms shall be maintained in an orderly and safe condition. Restrooms are not to be used as storerooms for any equipment or supplies.
- viii. Maintain the premises in a safe and aesthetic manner, i.e. keep all drags and other equipment stored and inaccessible to children.

~~20-21.~~ Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.

~~21-22.~~ The Organization shall have at least two identified league officials, over the age of 21, to be on duty at all games to supervise activities and conduct including supervision of parking lots.

~~22-23.~~ The Organization shall have an official inspect every field (playing surfaces) prior to the first game each day/night of league play for any safety concerns such as holes in the infield or outfield, secure bases, fences, backstops or anything that might be a hazard. All corrections shall

**Commented [JZ24]:** For safety purpose and for code purposes, this was revised to meet City standards

**Commented [JZ25]:** Include in softball and baseball. Remove from Soccer.

**Commented [JZ26R25]:** The City will close fields for maintenance purposes of defer to the P&R rain out policy.

**Commented [JZ27]:** Include in softball and baseball. Remove from soccer.

be made by the Organization prior to the start of the first game and if this cannot be accomplished play will be suspended until the Department is notified and any repairs can be made.

~~23-24.~~ The Organization shall have a written “emergency situation” plan in effect. This plan shall include the shelter in-place plans, evacuation plans and routes and all necessary supervisory assignments and duties.

- i. At least one board member shall be assigned as an Emergency Response Officer to be in charge of all procedures, equipment and shall be responsible for the training of all board members, coaches and volunteers.
- ii. The Organization shall make “emergency situation” response information available to any out of town teams playing in league play, league tournaments or post-season play. Such information shall be included in any and all packets or information given to visiting coaches or managers.

~~24-25.~~ Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.

~~25-26.~~ **The operation of motor vehicles and/or parking vehicles on turf areas is prohibited by City ordinance. It is the organization’s responsibility to make sure all of their officials, coaches, spectators, participants and volunteers are aware of and comply with this ordinance.**

~~26-27.~~ The Organization will abide by and establish a line of communication between the Organization’s President, or designated representative, and a City appointed liaison.

- i. The Organization’s President, or designated representative, is required to attend all scheduled City sports organization meetings.

~~27-28.~~ The Organization may provide information to be included in promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.

~~28-29.~~ The Organization is authorized to use a City facility location, dependent on availability, and approval from the Parks and Recreation Department. :

~~29-30.~~ The Organization should utilize the following recommendations in the event of severe weather:

- i. Postpone or suspend activity if a thunderstorm appears imminent before or during an activity or contest (irrespective of whether lightning is seen or thunder heard) until the hazard has passed. Signs of imminent thunderstorm activity are darkening clouds, high winds, and thunder or lightning activity.
- ii. Have a means of monitoring local weather forecasts and warnings.
- iii. When thunder is heard within 30 seconds of a visible lightning strike, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play for thirty minutes and take shelter immediately.
- iv. Once activities have been suspended, wait at least thirty minutes following the last sound of thunder or lightning flash prior to resuming an activity or returning outdoors.
- v. All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity, without fear of repercussions or penalty from anyone.

## F. Tournaments

1. The Department will be notified of all tournaments by the Organization no later than two (2) weeks prior to tournament taking place. Notification of tournament to include dates, who is hosting the tournament, contact information for tournament host, and whom any and all net proceeds benefit.
2. Organization may allow any teams affiliated with organization to utilize facilities for tournaments beginning February~~March~~ 1 – October 31 of each year.
3. Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department. The Organization sponsoring such a tournament will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control during the duration of the tournament.
4. Concession operations will remain with the Organization or as authorized through this agreement.
5. All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams and hosting entities.

**Commented [JZ28]:** Staff is requesting more detailed information to better meet the demands for maintenance purposes

**Commented [SS29]:** Quest would like to change the dates to January 2 – December 15<sup>th</sup>. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

#### G. Third party usage

1. Use of any City facility is restricted to Organizations that are members of and/or affiliated with a City Council approved Sports Organization Utilization Agreement.
2. Outside third party usage must be contracted and approved through the Parks and Recreation Department.

**Commented [JZ30]:** We have addressed this with a flat fee that encumbers all organizational annual usage fees

**Commented [JZ31]:** P&R has addressed field usage from third party users via a formal rental process.

a. All Third party usage must carry general liability insurance with limits no less than one (1) million dollars.

a.b. The Organization who has entered into this agreement with the City may not authorize the usage of the facilities to Third Party Users or Organizations without the expressed written consent from the City.

3. The Organizations regular league play, practices and associated events take precedence over all third party team play, practices, games, tournaments and associated events.

3.4. Facilities for tournaments are available for rental beginning March 1 – October 31 of each year.

- 4.5. The Association's Board of Directors have the first right of refusal on the availability of fields and dates of all games, practices and tournaments.

5.6. Concession operations will remain with the Organization or as authorized through this agreement.

- i. Third Party user may bring in their own private concessions vendor, but not utilize on site concession facility without prior approval from the organization and the Parks and Recreation Department.
- ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.

6.7. Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.

7.8. All policies and regulations that apply to the Organization listed in the lease agreement apply to all.

8.9. The City may allow third party users to utilize facilities for practices, games and tournaments beginning March 1 – October 31 of each year.

- i. If approved by the Parks and Recreation Department, facilities may be utilized outside of the scheduled use.

**Commented [JZ32]:** Added to assist with the regulation of the contract.

**Commented [SS33]:** Quest would like to change the dates to January 2 – December 15<sup>th</sup>. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

**Commented [SS34]:** Quest would like to change the dates to January 2 – December 15<sup>th</sup>. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.



~~9.10.~~ The Department will receive notification of third party usage of facilities no later than two (2) weeks prior to utilization for tournaments and games. Practices are subject to availability and approval of by the Department until 12:00 pm on day of rental.

11. Payments: The City will receive from the third party renter payment prior to usage.

12. Field Rental Costs:

Field Usage: \$25 for 2 hours

Tournament usage: \$25 per hour per field

Tournament deposit: \$500

Field Lights: \$10 hour per field

**Commented [J235]:** Current P&R policy

**Commented [J236]:** There is an existing P&R field rental policy in place.

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**H. Rain-out Policy**

1. Organization must abide by the City adopted Rainout Policy dated August 1, 2016 (Exhibit A).

**I. Default**

1. If any event of default of any of the obligations or in the performance of any of the terms, conditions, or provisions of any instrument or document evidencing the obligations secured by this agreement or in the performance of any covenant contained herein shall occur; then the following course of action shall be taken:

**Commented [J237]:** Formal Default policy established and added to contract

i. Documentation and discussion with the organization of non-compliance from the Parks and Recreation Department.

ii. Written notice of non-compliance from the Parks and Recreation Department.

iii. Second written notice of non-compliance from the Parks and Recreation Department with stipulation requiring corrective action within in thirty (30) days of issuance.

iv. Failure to take corrective actions after the second written notice of non-compliance will result in a staff discussion with City of Deer Park Administration.

v. Recommended course of action from City of Deer Park Administration may be presented to the Parks and Recreation commission by staff should a suitable solution not be determined.

vi. Parks and Recreation Commission will recommend to City Council a suitable course of action.

vii. City Council will make a recommendation up to possible termination of the Sports Organization Utilization Agreement.

**Annual Report Attachments:**

1. Current Copy of board approved Organization constitution and by-laws.
2. Proof of Insurance.
3. List of current officers and Board of Directors.
4. Proposed annual calendar of events.

5. Copies of all receipts for any current agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment for current agreement.
6. If requesting, written contribution request in lieu of payment.

#### Facility Usage

The following facilities will be used for this contractual agreement:

1. ~~Five Six (56) fields located at MinchenGirls Softball-Athletic Complex (upon completion)~~  
~~The Concession/Restroom building~~  
~~Maintenance/Storage buildings located at Minchen Athletic Complex~~
2. ~~Batting cages located at Minchen Athletic-Girls Softball Complex~~  
~~Six (6) fields located at Spencerview Athletic Complex~~
3. ~~The Concession/Restroom/Meeting room building~~
4. ~~Maintenance/Storage buildings located at Spencerview Athletic-Girls Softball Complex~~
5. ~~Three (3) Softball fields located at the Adult Sports Complex (If needed and with written approval from Parks and Recreation Department)~~  
~~Batting cages located at Spencerview Athletic Complex~~  
~~Three (3) baseball fields located at Dow Park.~~  
~~The Concession stand and two(2) storage buildings at Dow Park.~~
6. ~~Batting cages located at Dow Park.~~

In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Nothing in this agreement shall be construed to make the City or its respective agents or representatives liable in situations it is otherwise immune from liability.

Each party represents to the other that the individual signing this agreement below has been duly authorized to do so by its respective governing body and that this agreement is binding and enforceable as to each party.

I have read and I understand the policies and regulations stated herein and agree to abide by them. Failure to abide by these policies and/or regulations may be cause for the revocation of the agreement.

The City of Deer Park enters an agreement with: \_\_\_\_\_ for the sole purpose of playing games and/or tournaments and related activities upon the above agreement, terms and conditions, that certain tract(s) of land in the City of Deer Park, Harris County, Texas to wit:

The City of Deer Park, Texas \_\_\_\_\_ located in \_\_\_\_\_ in said city. This agreement shall be effective from January 1, 20\_\_ through December 31, 20\_\_ but may be sooner.

Signed in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Authorized organization: \_\_\_\_\_ Parks and Recreation Department Director

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

Signature: \_\_\_\_\_

Park Board Chairman:

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

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

City of Deer Park Mayor

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

Signature: \_\_\_\_\_

DRAFT

## **EXHIBIT A**

### **Deer Park Athletic Field**

#### **Rain-out Policy**

Practices and games will be held, as long as conditions are safe for participants and do not violate our rules or park guidelines. As a standard, the City of Deer Park will do our best to alert the leagues and rentals via email or phone call with as much notice as possible on practice/game day should fields be unplayable. Please keep in mind that Park closures and practice/game cancellations are determined by the City of Deer Park Parks and Recreation Department which reserves the right to cancel practices/games at any time depending on the current weather and field conditions.

Please call 281-478-2099 for a recorded message that will provide information in reference to Rainouts and Cancellations during the week after 3:00pm or visit the City of Deer Park Athletics Website at: [www.deerparktx.gov/athletics](http://www.deerparktx.gov/athletics) for status updates. City of Deer Park staff will work with league officials, citizen field rentals, and tournament directors when making decisions on field conditions and the playability of fields at the various athletic sports complexes. League and tournament officials make the final call if their event will play or not based on 1) current weather conditions and 2) if the fields have not been previously closed by the City of Deer Park.

#### *City of Deer Park Athletic Sports Complexes - Determining Field Playability*

Standing water occurs because the ground is saturated. Removing standing water does not eliminate the saturation. It is the saturation, and not standing water, that causes damage and unsafe conditions. Determining the playability of an athletic field is crucial to the continued health of the turf and the sustainability of the field throughout the season. More importantly, determining the playability is vital to the safety and best interests of the participants and patrons to the City of Deer Park athletic sports complexes. The Department will close its athletic fields if City of Deer Park staff determines that fields are too wet for play, or if other issues arise that would compromise patron safety.

League officials have the responsibility to close fields for play when safety and/or field damage is possible.

*An athletic field should be considered closed for play if any part of the field becomes unsafe for field users or if conditions exist where use will cause damage to the field.*

An athletic field should be considered closed if any of the following conditions exist:

1. There is standing water present on any part of the field that cannot be removed without causing damage to the field.
2. There are muddy conditions present that will not dry by the start of the game.
3. While walking on the field water can be seen or heard with any footstep.
4. If water gathers around the sole of a shoe or boot on any portion of the field.
5. While walking in turf areas any impression of your footprint is left in the surface.
6. While walking on the infield portion of the field, an impression of ½" deep or more is left by a footprint.

*Additional reasons for cancelling games:*

1. It has rained most of the day of the scheduled game and there is standing water on the field.
2. It has rained for several days prior to the scheduled game and the fields are wet to the point where playing the game will destroy the playing surface.
3. It is raining at the time of the scheduled game and the temperature is low enough to make conditions unbearable for the children.
4. The presence of lightning - 3 strikes and you're out. The first lightning strike will cause a 30-minute delay, with subsequent strikes re-setting the 30-minute delay. Three strikes within 30 minutes will result in cancellation.
5. The potential for severe weather is significant enough that it warrants cancellation for the safety of participants and patrons.

## EXHIBIT B

### Glossary of Terms

1. **Recognized Organization** – A recognized sports organization with the City of Deer Park is an organization that has been formally recognized by City Council as an established sports group within the City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter-local agreement. A recognized organization must have:
  - a. Established structure
  - b. Recommendation from Parks and Recreation Commission
  - c. Approval from City Council
2. **Sports Organization Utilization Agreement**- An agreement to establish a mutual understanding and working relationship between various organizations and the City.
3. **Recreation(al) Play**: An interclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system of rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.
4. **Non-Recreation (al) Play**: Teams and Tournaments that do not meet the established criteria of "Glossary of Terms, Item 3" are to be considered non-recreation(al).
5. **First Right of Refusal** – a contractual right that gives the agreement holder first priority to utilize the facilities according to specified terms in this agreement.
6. **Third Party Usage** - A person or group besides the two primarily involved in the Sports Organization Utilization Agreement.
7. **Parks and Recreation Commission** - Under the supervision of the city manager, the Parks and Recreation Commission shall provide, conduct, and supervise public playgrounds, athletic fields, recreation centers, and other recreational facilities and activities on any property owned or controlled by the city. The commission shall consult, advise, and cooperate with other groups concerned with providing recreation in and for the city.
8. **Capital Improvement Project** - A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.

**Commented [JZ38]:** We have identified several terms and referenced them for better understanding during the Sports organization utilization agreement.

**Commented [JZ39]:** Is this the correct term?



# City of Deer Park

## Parks and Recreation Department

### Sport Organization Utilization Agreement

#### Soccer

This agreement for the use of athletic facilities is designed to ensure that athletic facilities owned and/or operated by the City of Deer Park, hereinafter referred to as "City" and the Parks and Recreation Department, hereinafter referred to as "Department", are utilized efficiently and safely. All Deer Park sports programs recognized by the City and all Sports Organizations, hereinafter referred to as "Organization", and are intended to enhance and enrich the interest of our citizens and to promote participation in wholesome recreational activities; in addition to an agreement to share the responsibility of caring, improving, and maintaining the facilities.

In order to establish a mutual understanding and working relationship between various Organizations and the City, the following is agreed to by all parties concerned. The City enters into agreements that will best serve the athletes. Any and all fields can be assigned or reassigned to use by any organization on a yearly basis depending on the registration numbers and needs.

#### A. Term

1. This agreement shall be for a term of up to one (1) calendar year beginning on the date of full execution hereof concluding on December 31 of each calendar year, unless terminated by either party upon sixty (60) days advanced written notice to the other party. Any Organization that holds a current valid agreement, in compliance with the City, for the use of any athletic facility(ies) for the previous year will have the opportunity to renew that agreement for the following year. Agreements will be taken before City Council annually each December to approve for the following calendar year.

#### B. Option to renew

1. Renewal of this agreement for an additional term shall be conditioned upon the following terms:
2. That a request for renewal be initiated by the signing of a new agreement by the Organization's president, with a copy of the annual report, prior to October 31st of each year.
3. That the Organization provide the annual report prior to the start of the season:
  - i. Copy of approved current constitution and by-laws for Organization.

**Commented [JZ1]:** To better meet the needs of the community, this wording was revised.

**Commented [JZ2]:** This has been updated in 2017 and removed in 2018 revisions. See new condensed definitions in Glossy of Terms

**Commented [SS3]:** March 6, 2017, PARC agreed they wanted to leave the agreement as an annual instead of making it a 5year agreement as requested by Quest.

- ii. List of current Organization officers and board members with addresses, phone numbers, and email.
  - iii. Proposed Organization schedule of events.
  - iv. Copy of Organization's general liability insurance policy and have the City of Deer Park as additional insured.
4. Seek recommendation for approval by City Council from the Parks and Recreation Commission in November of each year
  5. Approval by the City Council in December of each year.

**Commented [JZ4]:** Not previously listed. Added to protect City.

**Commented [JZ5]:** Identified the formal approval process

### C. General Agreements

1. The Organization understands that the City is the sole owner of the facilities and any contribution of services, amenities and cash or donation on the part of the Organization does not imply ownership on behalf of the Organization.
2. City facility usage for soccer is approved for utilization within the Sports Organization Utilization Agreement.
3. It is suggested that the Organization prioritize usage of the fields in the following manner:
  - i. Recreational league games
  - ii. Select league games
  - iii. League sponsored tournaments
  - iv. Select tournaments
  - v. Third party usage
4. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
  - i. 70% of the Recreational League participation must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines.
5. If an Organization does not meet the above criteria, the Organization must provide annually the "Plan of Action" to increase the local participation percentage in an effort to achieve the criteria.
6. All persons will be offered the opportunity to participate in all the Organization's programs regardless of gender, race, national origin, religion or disability in accordance with present state and federal law.
 

Only camps or clinics authorized by the City, with all proceeds benefiting the Organization or the City, are permitted. The City has first right of refusal.
7. The Organization WILL NOT collect admission fees nor require the public to pay other charges to attend practice, games or recreational tournaments at City facilities per City ordinance.
8. Annually, The Organization must submit with the annual agreement renewal either of the following:
  - i. In Lieu of proposal for capital improvements to their designated facility in the minimum amount of \$5,000. Capital improvements may consist of, but are not limited to:
    - a. Fence repairs
    - b. Irrigation repairs and installation

**Commented [JZ6]:** Recommended organization priority usage list

**Commented [JZ7]:** Will be managed by P&R department.

**Commented [SS8]:** March 6, 2017, PARC agreed they would like to keep the 75% requirement and agreed to include the "Plan of Action" allowance for those that do not currently meet the 75%. The PARC did not want to lower the percentage to 60% as requested by Quest.

**Commented [JZ9R8]:** Due to the regional make of soccer and challenges regulating these percentages; this item was removed.

**Commented [JZ10]:** Due to the Request for Proposal for Soccer services, we have opened this option to Profit and Non-profit organizations.

**Commented [JZ11]:** The City administers the usage of the facilities outside of the Sports Organization Utilization Agreement.



- c. Field grading work
    - d. Concession stand infrastructure
    - e. Field light repairs and installation
    - f. Other items related to sports field improvements
  - ii. A payment in the amount of \$5,000 for future projects at the Organizations designated facility.
    - a. Funds will be held in a designated City of Deer Park account.
    - b. It is recommended that funds are used prior to reaching an account balance of \$50,000.
    - c. The City of Deer Park may utilize funds at their discretion with recommendation from the Parks and Recreation Commission and approval from the City Council.
9. Should the Organization choose to submit an In Lieu of project or payment exceeding the \$5,000 minimum; the following terms would apply:
- i. The difference of the minimum amount can be applied to the following year's agreement.
  - ii. Should the Organization decide to make a payment towards a specific capital project, funds can be deferred up to three consecutive (3) years or up to an account balance of \$50,000. Three (3) consecutive years begins at initial deferred payment.
    - a. The specific capital project must be presented and approved by City Council at initial deferment.
10. No construction or alterations may be done on City property/facility without the authorization of the City. Any approved construction will become the sole property of the City at the conclusion of construction and acceptance by the City. All capital improvement projects will go through the relevant formal City process.
11. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
12. The Organization will not allow any other organization, association or group to use the facility without prior approval of the Parks and Recreation Department.
  - i. The City of Deer Park reserve the right to regulate field usage at any time.
13. Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities. All Board of Directors members and managers are recommended to have completed a current applicable training program from a recognized state or national youth sports association. It is required that all head coaches involved in the league have such up to date training.
14. All league officials, coaches, managers, umpires and any other person(s) involved with the Organization's activities shall have a valid personal background check performed annually and with the results being kept in a confidential file by the Board of Directors.

**Commented [JZ12]:** Staff believes this will meet the leagues short expectations of Capital Improvement items.

**Commented [JZ13]:** New in Lieu of flat fee structure for review

**Commented [JZ14]:** Capital projects will be put through the standard formal City process for construction.

**Commented [JZ15]:** P&R has a formal rental process in place

#### D. Obligation of the City

1. To provide athletic facilities to be utilized efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome athletic activities.
2. To ensure the Organization has first rights of refusal.
3. To oversee, manage, and accept all capital improvement projects for athletic facilities.
4. To approve advertising permitted at athletic facilities.

5. The City reserves the right to close any field for routine maintenance for up to seven consecutive calendars days and will provide the Organization with a minimum of two week's written notice.

4-i. In the event of an emergency maintenance, the City may close the fields with less than two week's written notice to the Organization.

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5-6. The City will provide maintenance and repairs to athletic facilities and more specifically as follows:

- i. Will prepare all playing surfaces, buildings and grounds on City owned property prior to the beginning of the league season and as deemed necessary by the Department.
  - a. Maintain playing surfaces to include leveling and drainage work deemed necessary by the Department.
  - b. Maintain all goals, bleachers and gates in a safe and secure condition.
  - c. Maintain structural integrity of concession stands, restrooms and storage buildings including repair or replacement of damaged roofs, doors and windows.
  - d. Make major plumbing repairs for restrooms, sinks, urinals and commodes, electrical repairs and air conditioning unit repairs as deemed necessary by the Department.
  - e. Paint all structures as deemed necessary by the Department.
  - f. Maintain all area and field lighting. Repair and replace lights, poles, wiring, fuses, transformers and other equipment related to the lighting of each field.
    - a. Attempt to maintain at least 75% of the potential lighting for field (based on bulbs per field) during regularly scheduled season.
    - b. The Department will maintain lighting schedules for facilities with automatic lighting system.
  - g. The Organization will appoint three (3) officials at the beginning of each calendar year to have access to the automatic light schedule. The Organization is responsible for notifying the City of permission changes throughout the year. Maintain all field irrigation system(s).
    - a. Watering schedules are managed and authorized by the Department.
    - b. The Department reserves the right to restrict watering schedules if conditions deem it necessary.
  - h. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.

**Commented [JZ16]:** Already in practice with organizations. 3 business days was not regulated and did not provide good customer service.

6-7. Maintain all turf areas on the fields to include, but not limited to mowing, weed control, fertilization and herbicide spraying.

- i. Department mowing routines allow for mowing of playing surfaces twice a week during scheduled season play.
- ii. Department mowing routines allow for surrounding grounds mowing once every other week.
- iii. Mowing routines are subject to change based on field conditions or as deemed necessary by the department.
- iv. If any organization wants a more frequent mowing routine it becomes their responsibility.
  - a. The Organization must receive prior approval before beginning additional mowing.

- b. The Organization will be responsible for all damages occurring from additional mowing if damages should occur.
  - v. All additional herbicide, fertilization and overseeding applications will be performed by the Department upon request and with funds provided by the Organization.
- ~~7-8.~~ Furnish trash receptacles and trash liners.
- i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.
- ~~8-9.~~ Clean and stock restrooms.
- i. Daily, Monday through Friday, during regularly scheduled season.
  - ii. Saturdays and Sundays when deemed necessary by the Department.
  - iii. Once weekly during off season.
- ~~9-10.~~ Maintain all parking areas.
- ~~10-11.~~ Provide utility services for facilities including electrical, water and sewer where required.
- ~~11-12.~~ The City will supply support poles and an electrical source for scoreboards.
- i. Routine maintenance and repairs to scoreboards becomes the responsibility of the Organization after installation.
- ~~12-13.~~ The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- ~~13-14.~~ The Department will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.
- ~~14-15.~~ The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- ~~15-16.~~ The Department's obligations under this agreement will be performed as soon as, and to the extent that, budgeted funds and resources are available for performance of its obligations.
- i. All maintenance and repair requests will be addressed in priority order by the Department, to the best of our ability, within 15 business days of written receipt of request.
- ~~16-17.~~ The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Face book page.
- ~~17-18.~~ The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

**Commented [J217]:** P&R has opened up the usage of or meeting rooms and facilities to better meet the demands from the Sports Organizations.

#### **E. Obligation of Youth Sports Organization**

1. To utilize athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in athletic activities.
2. Utilize City facilities for the primary use of citizens living within the incorporated city limits. It is suggested that the Organization prioritize usage of the fields in the following manner
  - i. Recreational league games
  - ii. Select league games
  - iii. League sponsored tournaments
  - iv. Select tournaments
  - v. Third party usage

3. The Organization shall furnish the Department an annual report, by October 31<sup>st</sup> of each year, which includes the total number of participants, and any other information requested by the Department.
4. To seek approval from the Department for any capital improvement projects for athletic facilities.
5. To seek approval from the Department for advertising permitted at athletic facilities.
6. The Organization is obligated to provide the City with a schedule of all City facility usage. This is to include, but not limited to schedules for, games, tournaments, and league ceremonies. Schedules are due quarterly (January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>).
- ~~6-7.~~ The Organization agrees NOT to expand schedules, length of league play, number of tournaments nor add seasons without prior written approval from the City.
- ~~7-8.~~ The Organization shall at all times during the term of this agreement maintain, in effect general public liability insurance covering the Organization's program(s) at the facility against claims for personal injury, death or damage to property to the limit of not less than one-million (\$1,000,000). The City shall be named as additional insured on such policy and shall be entitled to thirty (30) day notice of cancellation or changes of any kind regarding such insurance and certificates of insurance shall be provided to the City prior to the agreement becoming valid.
- ~~8-9.~~ By the execution of this agreement, the Organization does hereby indemnify and hold harmless the City and its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description, including all expenses of litigation, court cost and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act by the Organization or its agents, volunteers or employees in the use of the facilities as set forth in the agreement.
- ~~9-10.~~ All Board of Directors elections shall be conducted as prescribed by the Organization's by-laws. The election of offices shall be open to any and all qualified individuals. The Organization shall provide public notice of all Board of Directors elections. Notice shall be posted prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date.
  - i. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- ~~10-11.~~ Each Organization is deemed responsible for the conduct of its participants, coaches and spectators. The Department can require an organization to hire an off duty officer for security if they feel it is in the best interest of the City.
- ~~11-12.~~ It shall be the Organization's responsibility to ensure that no alcoholic beverages are permitted on the premises, per City Ordinance. This policy is to be inclusive of any individual under the influence of alcohol. League officials will request any such person to leave the premises and if necessary contact the Police.
- ~~12-13.~~ The use of tobacco products such as cigars, cigarettes, smokeless tobacco and pipes is prohibited in all indoor City property venues including, but not limited to, the building entrance and exit ways. Tobacco use is allowed in designated areas which will be clearly marked with signage and markings.

**Commented [J218]:** The P&R department will be able to regulate this number more efficiently.

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**Commented [J219]:** Based on the results of the Soccer Request for Proposal; this item may need to be removed or revised.

~~13~~14. During the term of this agreement the Organization shall operate its own concession stand and all revenues generated from such shall be for the sole and exclusive use of the Organization.

- i. The Organization shall furnish and maintain all equipment needed and/or used in the concession stand. The Organization shall abide and comply by all city, county and state health and fire code requirements.
- ii. It shall be the responsibility of the Organization to contact the Harris County Health Department for an annual inspection of the concession stand and to acquire all necessary health code licenses prior to opening for any season.
  - a. Dependent upon the issue, it shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.
  - b. It shall be the responsibility of the Organization to provide an annual report to the Department as proof of meeting Harris County Health Department code requirements.
- iii. The Organization may sublet its concessions based on the following conditions:
  - a. Receive written permission to sublet concessions from the Department.
  - b. Concession contractor will be required to acquire a vendor permit from the Department.

~~14~~15. The Organization will be responsible for all game preparations of fields.

- i. No one under 16 years of age is allowed to operate any motorized equipment used in field preparation or materials transport, to include but not limited to golf carts, infield groomers, 4-wheelers, riding lawnmowers and motorized vehicles.

~~15~~16. The Organization shall report any facility damage, dangerous or unsafe conditions, or unusual or suspicious situations to the Department as soon as possible but no longer than the next business day.

- i. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.

~~16~~17. The Organization has the right to sell and install signs along the fences and scoreboards of certain designated fields located on the facility. All revenues generated from such use shall be for the sole and exclusive use of the Organization. The Department, before installation, shall approve signs including installation materials and methods.

~~17~~18. The Organization shall:

- i. Prohibit its coaches and players from kicking balls into any fences unless it occurs in the natural course of a game. This policy is also to include surrounding structures and buildings. Failure to enforce this policy may result in the Organization incurring costs associated with the repairs of the fencing, structures and buildings.
- ii. Be responsible for keeping the area clean of all trash, paper, boxes, cartons, cans, containers, etc. generated by the concessions stand, spectators, or participants. All such items shall be placed in City provided trash receptacles. This includes, but not limited to, all fields, dugouts, restrooms, concession stands, storage areas, commons areas and parking lots.

**Commented [JZ20]:** Health code requirements are extensive and strictly enforced

**Commented [JZ21]:** Internal form that may be used at P&R discretion.

**Commented [JZ22]:** Include in softball and baseball. Remove from soccer.

**Commented [JZ23]:** For safety purpose and for code purposes, this was revised to meet City standards

- iii. The Organization is responsible for changing out trash bags in trash receptacles if the trash bag is more than half full. Trash bags are to be placed in dumpsters located at each City owned facility.
- iv. Supply all locks necessary and provide the Department with either code or keys for locks. At their discretion the Organization has the right to lock access gates to protect prepped fields. The City reserves the right to remove any locks as deemed necessary by the Department and at the Organization's expense.
- v. Supply all scoreboards and maintain all boards including bulb replacement.
- vi. Keep buildings and rooms clean and free of litter. Storerooms shall be maintained in an orderly and safe condition. Restrooms are not to be used as storerooms for any equipment or supplies.
- vii. Maintain the premises in a safe and aesthetic manner.

~~18,19.~~ Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.

~~19,20.~~ The Organization shall have at least two identified league officials, over the age of 21, to be on duty at all games to supervise activities and conduct including supervision of parking lots.

~~20,21.~~ The Organization shall have an official inspect every field (playing surfaces) prior to the first game each day/night of league play for any safety concerns such as holes in the infield or outfield, secure bases, fences, backstops or anything that might be a hazard.

- i. All corrections shall be made by the Organization prior to the start of the first game and if this cannot be accomplished play will be suspended until the Department is notified and any repairs can be made.

~~21,22.~~ The Organization shall have a written "emergency situation" plan in effect. This plan shall include the shelter in-place plans, evacuation plans and routes and all necessary supervisory assignments and duties.

- i. At least one board member shall be assigned as an Emergency Response Officer to be in charge of all procedures, equipment and shall be responsible for the training of all board members, coaches and volunteers.
- ii. The Organization shall make "emergency situation" response information available to any out of town teams playing in league play, league tournaments or post season play. Such information shall be included in any and all packets or information given to visiting coaches or managers.

~~22,23.~~ Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.

- i. **The operation of motor vehicles and/or parking vehicles on turf areas is prohibited by City ordinance. It is the organization's responsibility to make sure all of their officials, coaches, spectators, participants and volunteers are aware of and comply with this ordinance.**

~~23,24.~~ The Organization will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.

- i. The Organization's President, or designated representative, is required to attend all scheduled City sports organization meetings.

**Commented [J224]:** Include in softball and baseball. Remove from soccer.

**Commented [J225]:** Renovations to all facilities will address parking issues.

~~24-25.~~ The Organization may provide information to be included in promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.

~~25-26.~~ The Organization is authorized to use a City facility location, dependent on availability, and facility availability :

~~26-27.~~ The Organization should utilize the following recommendations in the event of severe weather:

- i. Postpone or suspend activity if a thunderstorm appears imminent before or during an activity or contest (irrespective of whether lightning is seen or thunder heard) until the hazard has passed. Signs of imminent thunderstorm activity are darkening clouds, high winds, and thunder or lightning activity.
- ii. Have a means of monitoring local weather forecasts and warnings.
- iii. When thunder is heard within 30 seconds of a visible lightning strike, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play for thirty minutes and take shelter immediately.
- iv. Once activities have been suspended, wait at least thirty minutes following the last sound of thunder or lightning flash prior to resuming an activity or returning outdoors.
- v. All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity, without fear of repercussions or penalty from anyone.

#### F. Tournaments

1. The Department will be notified of all tournaments by the Organization no later than two (2) weeks prior to tournament taking place. **Notification of tournament to include dates, who is hosting the tournament, contact information for tournament host, and who any and all net proceeds benefit.**
2. Organization may allow any teams affiliated with organization to utilize facilities for tournaments beginning **March 1 – October 31** of each year.
3. Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department. The Organization sponsoring such a tournament will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control during the duration of the tournament.
4. Concession operations will remain with the Organization or as authorized through this agreement.
5. All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams and hosting entities.

#### G. Third party Usage

1. Use of any City facility is restricted to Organizations that are members of and/or affiliated with a Department approved Sports Organization Utilization Agreement.
2. Outside third party usage must be contracted and approved through the Parks and Recreation Department.

**a.** All Third party usage must carry general liability insurance with limits no less than one (1) million dollars.

**Commented [JZ26]:** Item to be utilized in P&R agreement only.

**Commented [JZ27]:** Staff is requesting more detailed information to better meet the demands for maintenance purposes

**Commented [SS28]:** Quest would like to change the dates to January 2 – December 15<sup>th</sup>. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

**Commented [JZ29]:** We have addressed this with a flat fee that encumbers all organizational annual usage fees.

**Commented [JZ30]:** P&R has addressed field usage from third party users via a formal rental process.

~~a.b.~~ The Organization who has entered into this agreement with the City may not authorize the usage of the facilities to Third Party Users or Organizations without the expressed written consent from the City.

**Commented [JZ31]:** Added to assist with the regulation of the contract.

3. The Organizations regular league play, practices and associated events take precedence over all third party team play, practices, games, tournaments and associated events.

~~3.4.~~ Facilities for tournaments are available for rental beginning March 1 – October 31 of each year.

**Commented [SS32]:** Quest would like to change the dates to January 2 – December 15<sup>th</sup>. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

~~4.5.~~ The Association's Board of Directors have the first right of refusal on the availability of fields and dates of all games, practices and tournaments.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

~~5.6.~~ Concession operations will remain with the Organization or as authorized through this agreement.

- i. Third Party user may bring in their own private concessions vendor, but not utilize on site concession facility without prior approval from the organization and the Parks and Recreation Department.
- ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.

~~6.7.~~ Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.

~~7.8.~~ All policies and regulations that apply to the Organization listed in the lease agreement apply to all.

~~8.9.~~ The City may allow third party users to utilize facilities for practices, games and tournaments beginning March 1 – October 31 of each year.

- i. If approved by the Parks and Recreation Department, facilities may be utilized outside of the scheduled use.

**Commented [SS33]:** Quest would like to change the dates to January 2 – December 15<sup>th</sup>. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

~~9.10.~~ The Department will receive notification of third party usage of facilities no later than two (2) weeks prior to utilization for tournaments and games. Practices are subject to availability and approval of by the Department until 12:00 pm on day of rental.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

~~11.~~ Payments: The City will receive from the third party renter payment prior to usage.

**Commented [JZ34]:** Current P&R policy

12. Field Rental Costs:

Field Usage: \$25 for 2 hours

Tournament usage: \$25 per hour per field

Tournament deposit: \$500

Field Lights: \$10 hour per field

~~10.~~

**Commented [JZ35]:** There is an existing P&R field rental policy in place.

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#### H. Rain-out Policy

1. Organization must abide by the City adopted Rain-out Policy dated August 1, 2016 (Exhibit A).

#### I. Default

**Commented [JZ36]:** Formal Default policy established and added to contract

1. If any event of default of any of the obligations or in the performance of any of the terms, conditions, or provisions of any instrument or document evidencing the obligations secured by this agreement or in the performance of any covenant contained herein shall occur; then the following course of action shall be taken:



i. Documentation and discussion with the organization of non-compliance from the Parks and Recreation Department.

ii. Written notice of non-compliance from the Parks and Recreation Department.

iii. Second written notice of non-compliance from the Parks and Recreation Department with stipulation requiring corrective action within in thirty (30) days of issuance.

iv. Failure to take corrective actions after the second written notice of non-compliance will result in a staff discussion with City of Deer Park Administration.

v. Recommended course of action from City of Deer Park Administration may be presented to the Parks and Recreation commission by staff should a suitable solution not be determined.

vi. Parks and Recreation Commission will recommend to City Council a suitable course of action.

vii. City Council will make a recommendation up to possible termination of the Sports Organization Utilization Agreement.

#### Annual Report Attachments:

1. Current Copy of board approved Organization constitution and by-laws.
2. Proof of Insurance.
3. List of current officers and Board of Directors.
4. Proposed annual calendar of events.
5. Copies of all receipts for any current agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment for current agreement.
6. If requesting, written contribution request in lieu of payment.

#### Facility Usage

##### The following facilities will be used for this contractual agreement:

1. Two (2) fields located at Dow Park Athletic Complex
2. Six (6) fields located at Deer Park Soccer Complex (upon completion)
3. The Concession/Restroom/Meeting/Storage at Dow Park Athletic Complex
4. Multi-purpose field located at the Adult Sports Complex (If needed and with written approval from Parks and Recreation Department)
- 6.—

In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Nothing in this agreement shall be construed to make the City or its respective agents or representatives liable in situations it is otherwise immune from liability.

Each party represents to the other that the individual signing this agreement below has been duly authorized to do so by its respective governing body and that this agreement is binding and enforceable as to each party.

I have read and I understand the policies and regulations stated herein and agree to abide by them. Failure to abide by these policies and/or regulations may be cause for the revocation of the agreement.

The City of Deer Park enters an agreement with: \_\_\_\_\_ for the sole purpose of playing games and/or tournaments and related activities upon the above agreement, terms and conditions, that certain tract(s) of land in the City of Deer Park, Harris County, Texas to wit:

The City of Deer Park, Texas \_\_\_\_\_ located in \_\_\_\_\_ in said city. This agreement shall be effective from January 1, 20\_\_ through December 31, 20\_\_ but may be sooner.

Signed in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Authorized organization:

Parks and Recreation Department Director

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Park Board Chairman:

City of Deer Park Mayor

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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**EXHIBIT A**

**Deer Park Athletic Field**

**Rain-out Policy**

Practices and games will be held, as long as conditions are safe for participants and do not violate our rules or park guidelines. As a standard, the City of Deer Park will do our best to alert the leagues and rentals via email or phone call with as much notice as possible on practice/game

day should fields be unplayable. Please keep in mind that Park closures and practice/game cancellations are determined by the City of Deer Park Parks and Recreation Department which reserves the right to cancel practices/games at any time depending on the current weather and field conditions.

Please call 281-478-2099 for a recorded message that will provide information in reference to Rainouts and Cancellations during the week after 3:00pm or visit the City of Deer Park Athletics Website at: [www.deerparktx.gov/athletics](http://www.deerparktx.gov/athletics) for status updates. City of Deer Park staff will work with league officials, citizen field rentals, and tournament directors when making decisions on field conditions and the playability of fields at the various athletic sports complexes. League and tournament officials make the final call if their event will play or not based on 1) current weather conditions and 2) if the fields have not been previously closed by the City of Deer Park.

#### *City of Deer Park Athletic Sports Complexes - Determining Field Playability*

Standing water occurs because the ground is saturated. Removing standing water does not eliminate the saturation. It is the saturation, and not standing water, that causes damage and unsafe conditions. Determining the playability of an athletic field is crucial to the continued health of the turf and the sustainability of the field throughout the season. More importantly, determining the playability is vital to the safety and best interests of the participants and patrons to the City of Deer Park athletic sports complexes. The Department will close its athletic fields if City of Deer Park staff determines that fields are too wet for play, or if other issues arise that would compromise patron safety.

League officials have the responsibility to close fields for play when safety and/or field damage is possible.

*An athletic field should be considered closed for play if any part of the field becomes unsafe for field users or if conditions exist where use will cause damage to the field.*

An athletic field should be considered closed if any of the following conditions exist:

1. There is standing water present on any part of the field that cannot be removed without causing damage to the field.
2. There are muddy conditions present that will not dry by the start of the game.
3. While walking on the field water can be seen or heard with any footstep.
4. If water gathers around the sole of a shoe or boot on any portion of the field.
5. While walking in turf areas any impression of your footprint is left in the surface.
6. While walking on the infield portion of the field, an impression of ½" deep or more is left by a footprint.

#### *Additional reasons for cancelling games:*

1. It has rained most of the day of the scheduled game and there is standing water on the field.

2. It has rained for several days prior to the scheduled game and the fields are wet to the point where playing the game will destroy the playing surface.
3. It is raining at the time of the scheduled game and the temperature is low enough to make conditions unbearable for the children.
4. The presence of lightning - 3 strikes and you're out. The first lightning strike will cause a 30 minute delay, with subsequent strikes re-setting the 30 minute delay. Three strikes within 30 minutes will result in cancellation.
5. The potential for severe weather is significant enough that it warrants cancellation for the safety of participants and patrons.

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#### EXHIBIT B

##### Glossary of Terms

1. **Recognized Organization** – A recognized sports organization with the City of Deer Park is an organization that has been formally **recognized** by City Council as an established sports group within the

**Commented [JZ37]:** We have identified several terms and referenced them for better understanding during the Sports organization utilization agreement.

**Commented [JZ38]:** Is this the correct term?

City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter-local agreement. A recognized organization must have:

- a. Established structure
- b. Recommendation from Parks and Recreation Commission
- c. Approval from City Council

2. **Sports Organization Utilization Agreement**- An agreement to establish a mutual understanding and working relationship between various organizations and the City.
3. **Recreation(al) Play**: An interclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system of rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.
4. **Non-Recreation (al) Play**: Teams and Tournaments that do not meet the established criteria of "Glossary of Terms, Item 3" are to be considered non-recreation(al).
5. **First Right of Refusal** – a contractual right that gives the agreement holder first priority to utilize the facilities according to specified terms in this agreement.
6. **Third Party Usage** - A person or group besides the two primarily involved in the Sports Organization Utilization Agreement.
7. **Parks and Recreation Commission** - Under the supervision of the city manager, the Parks and Recreation Commission shall provide, conduct, and supervise public playgrounds, athletic fields, recreation centers, and other recreational facilities and activities on any property owned or controlled by the city. The commission shall consult, advise, and cooperate with other groups concerned with providing recreation in and for the city.
8. **Capital Improvement Project** - A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.