

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 18-017](#)
V.A.T.S., and the Open Meetings Act, the Council may adjourn to an Executive Session related to following item(s):

a. Consultation with City Attorney - (551.071) Potential Litigation.

Recommended Action: No action will occur. Discussion only in Executive Session.

Department: City Manager's Office

2. Discussion of issues relating to the Strategic Plan Implementation Report [RPT 18-053](#)
update.

Recommended Action: Receive and discuss the Strategic Plan implementation report update.

Department: City Manager's Office

Attachments: [Binder -Action Plan Summary121818](#)
[StrategicPlan_Staff Update_Dec 2018_FINAL](#)

3. Discussion of issues relating to reducing Tandem's retainage from 5% to [DIS 18-169](#)
2% for the soccer fields.

Recommended Action: Discussion only

4. Discussion of issues relating to the Quarterly Financial Report for the Fiscal [RPT 18-052](#)
Year 2017-2018 fourth quarter ending September 30, 2018.

Recommended Action: Discussion only during workshop.

Department: Finance

Attachments: [2018 4Q Financial Report](#)

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

5. Discussion of issues relating to the Youth Sports Organization Utilization Agreement addendums and project updates.

[DIS 18-175](#)

Recommended Action: Discussion only in Workshop.

Attachments: [Sports Organization Utilization Agreement - Softball - FINAL112918](#)

[Sports Organization Utilization Agreement - Soccer - FINAL112918](#)

[ADDENDUM TO CONTRACT - DPSFC](#)

[ADDENDUM TO CONTRACT - DPGS](#)

ADJOURN

Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board
December 14, 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.

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 18-017 **Version:** 1 **Name:**

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

File created: 12/11/2018 **In control:** City Council Workshop

On agenda: 12/18/2018 **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 following item(s):

a. Consultation with City Attorney - (551.071) Potential Litigation.

Sponsors: City Manager's Office

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
12/18/2018	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 following item(s):

a. Consultation with City Attorney - (551.071) Potential Litigation.

Summary:

The City Council will adjourn into Executive Session to discuss with the City Attorney potential litigation.

Fiscal/Budgetary Impact:

n/a

No action will occur. Discussion only in Executive Session.



Legislation Details (With Text)

File #: RPT 18-053 **Version:** 1 **Name:**
Type: Report **Status:** Agenda Ready
File created: 12/10/2018 **In control:** City Council Workshop
On agenda: 12/18/2018 **Final action:**
Title: Discussion of issues relating to the Strategic Plan Implementation Report update.
Sponsors: City Manager's Office
Indexes:
Code sections:
Attachments: [Binder -Action Plan Summary121818](#)
[StrategicPlan Staff Update Dec 2018 FINAL](#)

Date	Ver.	Action By	Action	Result
12/18/2018	1	City Council Workshop		

Discussion of issues relating to the Strategic Plan Implementation Report update.

Summary:

This item is for staff to present the latest Strategic Plan implementation report update.

Background

On March 4 and 5, 2014, the City Council and staff met in a Retreat facilitated by Ron Cox. The result was a Five (5) Year Strategic Plan for the City. The goals and strategies were categorized under one of the following five (5) Areas of Emphasis: Leadership/Governance, Quality of Life/Image, Comprehensive Planning, Economic Development, and Public Safety.

Between May and September 2014, the various strategies were ranked and prioritized within each area of emphasis and City staff organized into teams to develop an implementation plan. The facilitator for each area of emphasis team is shown below:

- Leadership/Governance - Shannon Bennett
- Quality of Life/Image - Charlie Sandberg
- Comprehensive Planning - Bill Pedersen
- Economic Development - Gary Jackson
- Public Safety - Robert Hemminger

At the September 29, 2014 Council Meeting, Ron Cox reviewed the Vision, Mission, Values and adopted strategies and Staff presented each team's action plan for strategic plan implementation.

The second implementation report was presented on April 7, 2015. The information that was updated was shown in red.

The third implementation report was presented on December 15, 2015. The information that was updated was shown in blue.

The fourth implementation report was presented on December 20, 2016. The information that was updated was shown in green.

The fifth implementation report was presented on December 19, 2017. The information that was updated was shown in purple.

There are two (2) attachments, which constitute the sixth and latest (December 18, 2018) implementation report. One attachment is the Action Plan Summary. The second is the detailed report in PowerPoint format. The updated information is shown in purple. A hard copy in a binder will also be distributed at the workshop. This is intended to be the final implementation report on the 2014 Strategic Plan. It is proposed that a new Strategic Plan be developed in 2019.

Fiscal/Budgetary Impact:

N/A

Receive and discuss the Strategic Plan implementation report update.

City of Deer Park

**2014 Strategic Plan – April 7, 2015 Report December 15, 2015 Report December 20, 2016
December 19, 2017 December 18, 2018**

Area of Emphasis: Governance and Leadership

Policy Statement: To create opportunities for leadership and development and address governance for the organization

Strategic Initiative (priority order)	Action Steps	Timeline	Budget
Strategy #1 – Council/Staff to meet in informal meetings to share ideas, thoughts, etc. and provide feedback.	Informal meetings will be held separately from formal budgetary workshops/retreats and various committee meetings.	On an as needed basis None to date. Further direction f/ CC Continue on a as needed basis	No budget impact
<p>Strategy #2 – Charter Review and Election</p> <p>Charter Adopted – December 6, 1960</p> <p>Charter Amendment Election – May 10, 2008 (2.05; 2.06(c), 5.12(d), 3.07(b) and 3.02(g))</p>	<p>The plan and process has been developed and initial implementation stages (committee structure and appointment, charge from Council (term limits, arbitration, veto powers, personnel conflicts (ordinance versus policy), Boards and Commission terms); committee review; recommendation; Council call Election</p> <p>Staff Review</p> <p>CC Appoint CRC</p> <p>Staff Present Recommendations to CRC</p>	<p>2015-2017 2017-2019</p> <p>Summer 2015 March-Sept. 2016 Fall 2017 (Oct-Dec) January 2018- November</p> <p>Fall 2015 September 2016 January 2018 Fall 2015 – Dec 2016 October 2016 November 2016 –</p>	<p>Cost of an election (May) (added cost due wording on ballot), and mailing costs to mail Charter to each qualified voter (18,000)</p> <p>Consider hiring a Consultant for review</p>

	CRC meetings CRC Recommends to Council Staff Recommends to Council CC Call Election	December 2017 Jan –March 2018 January 2017 2018 Apr 2018- Apr 2019 May 2019 December 2018 February 2016 for 5/2016 election February 2016 for 5/2016 election June/July 2017 for 11/2017 Election January 2018/May 2018 Election January/February for 5/2019	
Strategic Initiative (priority order)	Action Steps	Timeline	Budget
Strategy #3 – Review policy structure for recruitment and development of volunteers for Boards and Commissions	Appointment of review committee (either new committee or use current B/C Selection Committee) and provide current policy to Committee for review and recommendations Committee review Recommendations to Council for amendment/adoption.	May 2015 June 2016 Current Policy Adopted 12/20/2011 June 2015 June – July 2016 August 2015 April 2016 Complete w/ revisions to policy Complete	No budget impact
Strategy #4 – Special District Election(s)	The types of election(s): Crime and Fire Districts Type B	Districts – 5/7/2016 Type B – 5/9/2015	Cost of Election(s)

First renewal for Crime & Fire Districts		Completed	
Strategy #5 – Succession Planning and Workforce Development process for staff.	<p>Using current plan and process, staff discuss implementation stages (key roles, potential successor identification) by Department</p> <p>1) Identify & Access Key Positions 2) Identify & Access current Key Talent 3) Development Plan (Review Snap)</p>	<p>2014-2015 implementation - Evergreen</p> <p>Completed Completed On-going process</p>	Through budget process
<p>Strategy #6 – Continue to foster and develop interlocal and cooperative agreements</p> <p>Mayor's Outreach Programs</p>	<p>Identify current agreements: Industry DPISD County – Patrick's Bayou, Streets 2 Neighborhoods Meeting with Clergy & East End Mayors</p>	<p>Completed 3/17/15 Completed 12/2014 February 2016</p> <p>Completed 2015 On-going</p>	No budget impact
Strategic Initiative (priority order)	Action Steps	Timeline	Budget
Strategy #7 – Inform Council on all legislative issues pertaining to the City.	<p>Identified current resources which include City Department Directors through their professional affiliations;</p> <p>TML for regional and State</p> <p>Economic Alliance; HCMCA; East Harris County Manufacturer's Association;</p>	<p>Until 2019 Texas Legislative Session</p> <p>City Attorney & City Secretary at Legislative Update Conferences – June and August TML Seminar in September - As presented by the individual organizations</p>	No budget impact

	Consult with Council for specific issues	On-going	
Strategy #8 – Council meet regularly with Deer Park Independent School District.	Consider a process for establishing and conducting an annual meeting with DPISD to discuss city and district projects/issues.	Last meeting was February 2013 Fall Meeting with new Superintendent and Board Members February 2016 Spring 2018 New City Hall	No budget impact
Strategy #9 – Establish plan for Public Relations/Marketing Specialist.	Position is budgeted for FY 2014-2015	Employ after October 1, 2014 Employed January 2015 Completed	Annual Salary and Benefits
Team Facilitator – Shannon Bennett			
Team Members – Shannon Bennett, Jay Stokes, Gary Jackson, Jim Fox, Bill Philibert, Capt. Wade Connor			
Partners – Department Directors, District Presidents, City Staff Liaisons to Boards and Commissions (Larry Brotherton, Rebecca Pool, Scott Swigert), IT Staff, DPISD, TML, Economic Alliance, HCMCA, EHCMCA, Chamber, non-profit organizations, area Mayors, clergymen, law enforcement agencies, industry, County, surrounding cities			

City of Deer Park
2014 Strategic Plan – December 2018 Update
Area of Emphasis: Quality of Life/Image

Policy Statement: Elevate the community's quality of life. To be a vibrant community of choice in which to live, work and play.

Strategic Initiative (priority order)	Action Steps	Budget	Timeline
Strategy #1 - Implement the recently completed Master Plans in the following priority order		\$8,596,720	2014-2023
Implement 2013-2023 Parks, Recreation and Open Space Master Plan	1. Implement Year 2 – a. Wetland Phase 1 <ul style="list-style-type: none"> Received grant from TPWD and will begin design Contracted with RVI to design Wetland Park Officially named park the Deer Park Nature Preserve. RVI completed design and construction to begin early 2017. Deer Park Nature Preserve currently seeking bids for construction of Phase 1. RVI working on completing scope for restoration of wetlands. Millis Construction completed project in August 2018. 	\$3,408,920	2014-2020
	b. Hike and Bike Trail Phase 1	\$2,418,800	2015-2017

Implement 2013-2023 Parks, Recreation and Open Space Master Plan continued...	<ul style="list-style-type: none"> • Applied for TPWD Grant, awaiting award notification, • Contingent award of TPWD Grant, awaiting confirmation • TPWD Confirmed Award of Grant, awaiting contract • Waiting on funding from TPWD. • Federal funds distributed to TPWD and City of Deer Park is working with RVi on design and layout. <p>c. Splash Pad</p> <ul style="list-style-type: none"> • began construction • Completed <p>2. Implement Year 3</p> <p>a. Partially funded in FY 2016, through the general fund</p> <p>b. Type B passed which includes 5 master plan projects</p> <p>c. Completed funded projects in FY 2016</p> <p>3. Implement Year 4</p> <p>a. Funded remaining approved projects for Year 3 as well as projects for Year 4</p> <p>b. Completed funded projects</p> <p>4. Implement Year 5,</p> <p>a. Update 2013-2023 Master Plan</p> <p>b. Master Plan update not</p>	<p>\$259,500</p> <p>\$17,500,000</p> <p>\$2,269,000</p> <p>\$349,000</p> <p>\$400,000</p> <p>\$50,000</p>	<p>2015</p> <p>2016-2018</p> <p>2017-2019</p> <p>2022-2023</p>
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	<p>funded.</p> <p>c. Funded in FY 2017-2018. Projects completed.</p> <p>5. Complete a 2023-2033 Master Plan</p>		
Review Center Street Revitalization Master Plan	<p>1. Review and identify accomplishments</p> <p>a. Incorporate into Comprehensive Master Plan Review</p> <p>b. No update</p> <p>2. Review remaining projects and obtain direction from Council</p> <p>a. Incorporate into the Comprehensive Master Plan</p> <p>b. No update</p> <p>c. No Update</p>		<p>2014 - 2015</p> <p>2015</p>
<p>Develop Gateway Master Plan continuation after completion of Center Street</p> <p>Develop Gateway Master Plan continuation after completion of Center Street continued...</p>	<p>1. Complete feasibility study for other city entrances (Knudson)</p> <p>a. North and South Gateways on Center Street have begun construction</p> <p>b. North and South Gateways on Center Street are near completion, working on punch list items</p> <p>c. Completed</p> <p>2. Incorporated Gateway Master Plan as part of the overall comprehensive citywide way-finding signage plan</p>	\$50,000	2015 - TBD

Strategy #2 – Continue and complete the beautification of public spaces	<ol style="list-style-type: none"> 1. Center Street Medians <ol style="list-style-type: none"> a. Completed 2. Center Street Medians <ol style="list-style-type: none"> a. Completed 3. Avon reforestation, Courthouse and City Hall improvements <ol style="list-style-type: none"> a. Avon and City Hall Completed 4. Dow Park reforestation; Library improvements; Runningbrook Park and Wynfield Park reforestation. Completed. 5. Ball fields complex entrance landscaping; Bayou Bend Park Park Green Park, Parkside Place Park and Nedith Park reforestation. No update at this time. 6. No update at this time – Sticker Project On-Going 	<p>\$25,000</p> <p>\$25,000</p> <p>\$25,000</p> <p>\$25,000</p> <p>\$25,000</p> <p>\$30,000</p>	<p>2014</p> <p>2015</p> <p>2016</p> <p>2017</p> <p>2018</p> <p>2019</p>
Strategy #3 – Create a comprehensive signage system for the city (way-finding) Strategy #3 – Create a comprehensive signage system for the city (way-finding) continued...	<ol style="list-style-type: none"> 1. Develop a comprehensive citywide way-finding/directional signage plan for streets, buildings, public spaces, parks and recreational facilities and property, public interest areas, etc. Committee recommends utilizing the Tourism Committee to oversee the development <ol style="list-style-type: none"> a. Tourism Committee began meeting in 2015 and will review comprehensive signage later in the year. 	<p>\$25,000</p>	<p>2014-2015</p>

	<ul style="list-style-type: none"> b. Contracted with National Sign Plazas (NSP) for the comprehensive signage program. Currently in the design and programming phase. 	\$150,000	2015-2016
	<ul style="list-style-type: none"> 2. Phase 1 Implementation of plan <ul style="list-style-type: none"> a. Several Phase 1 signs including monument and primary signs were installed throughout the City. b. Staff worked with NSP to insure consistency between Phase 1 & 2 verbiage and appearance. c. Monument signs have been redesigned to prevent vandalism. d. As of October 1, 2018 Phase 1 Monument signs have been installed with the Street signage projected to be completed by 12/31/18. 	\$214,750	2016-2017
	3. Phase 2 Implementation of plan – Funded in FY 2017-2018	\$379,150	2018-2019
	4. Phase 3 Implementation of plan	\$379,150	2017-2018
	5. Phase 4 Implementation of	\$206,500	2018-2019
		\$206,500	2019-2020

	6. plan Phase 5 Implementation of plan		
Team Facilitator: Charlie Sandberg			
Team Members: Cristina Gossett, Gary Jackson, Larry Brotherton, Rebecca Pool, Tiffany McGallian, Kristin Callahan			
Partners: Beautification Commission, Bill Pedersen, Chamber of Commerce, Economic Alliance Houston Port Region, Houston-Galveston Area Council, Jacob Zuniga, Parks and Recreation Commission, Tourism Committee			

City of Deer Park
2014 Strategic Plan – December 2015 Update-December 20, 2016 Update
December 2017 Update December 2018 Update
Area of Emphasis: Comprehensive Planning

Policy Statement: The City of Deer Park will develop and maintain a comprehensive plan to address its infrastructure and facility needs including zoning, streets, drainage, utilities, and city facilities to be supported by a strategic financial plan that considers all available funding options.

Strategic Initiative (priority order)	Action Steps	Budget	Timeline
1. Further develop planning for infrastructure. a. Infrastructure-Capital Improvement Plan (CIP) - Water & Sewer Capital CIP * Plan implemented in 2011, currently totals \$53 \$50 \$51 million * Sell CO bonds annually to fund projects - Master Drainage Plan * Study performed in 2009, identified \$60 million in projects * Staff identified additional	<ul style="list-style-type: none"> Update annually based on infrastructure needs Rate study performed annually Rate Study to be performed 2019 Evaluation completed at a cost of \$241,900 1st phase completed 2017 	\$6.725 million \$7.110 million \$7.122 million \$5.185 million \$6.332 million \$15,000 \$50,000 TBD annually \$290,000	2014-2015 2015-2016 2016-2017 2017-2018 2018-2019 Annually 2018-2019 2016-2017 2016 2016-2017

<p>b. Comprehensive Plan, zoning and subdivision update</p> <ul style="list-style-type: none"> - Knudson , L.P. under contract June 30, 2014 - Anticipated timeline 14 months 	<ul style="list-style-type: none"> • Update underway (to be complete 4th Qtr. 2015) (to be completed 1st Qtr. 2016) To be completed 1st Qtr. 2017) COMPLETED 2017 	<p>\$130,000</p>	<p>2013-2014</p> <p>1st Qtr. 2017</p>
<p>c. Strategic Technology Master Plan (STMP) update (IT)</p> <ul style="list-style-type: none"> - 5yr plan was developed 2006-2007 - Accepted by council 2007-2008 - Recommended specific IT initiatives - Provided long range cost to implement IT initiatives and recruit IT staff - STMP Update completed May 2015 <p>(cont.)</p>	<ul style="list-style-type: none"> • Council approved Sciens Consulting for the development of the Strategic Technology Master Plan Update. • STMP Update completed May 2015 • Several Year 1 technology initiatives funded in FY2015-16 budget. • Several Year 2 technology initiatives funded by FY2016-17 budget. • Several Year 3 technology initiatives funded by FY2017-18 budget. 	<p>\$24,800</p> <p>\$270,334</p> <p>\$175,888</p> <p>\$137,182</p>	<p>To be completed by April 2015</p> <p>To be completed by Sept. 30,2016</p> <p>To be completed by Sept. 30,2017</p> <p>To be completed by Sept. 30,2018</p>

	<ul style="list-style-type: none"> Several Year 4 technology initiatives funded by FY2018-19 budget. 	\$309,060	To be completed by Sept. 30, 2019
d. Review traffic flow synchronization for Center Street	<ul style="list-style-type: none"> Hire consultant to update traffic movements and revisit timing plan report performed by Klotz Associates in 2010 Not Funded 	\$55,000 TBD	2016-2017 TBD
e. Review traffic flow throughout the city	<ul style="list-style-type: none"> Hire consultant to conduct traffic counts at major intersections, revise report. 	TBD \$113,000	TBD 2017-2018
f. Review traffic flow synchronization of East Blvd.	<ul style="list-style-type: none"> Hire consultant to conduct traffic counts and timing plan recommendations for possible synchronization project Possible SEP funded project NOT FUNDED Project funded. Negotiating Contract 	\$45,000 \$113,000 \$113,000	2016-2017 2017-2018 2018-2019
2. Further develop planning for long range financial stability a. Industrial District agreements <ul style="list-style-type: none"> Current 7-year agreements expire 12/31/2014 	<ul style="list-style-type: none"> New agreement has been agreed to in principal (2015-2026) All new agreements have been signed and returned to the City 	N/A	Contract Term (2015-2026)
b. Five-year budget plan	<ul style="list-style-type: none"> Develop long range plan 	N/A	Annually
c. Long term debt plan	<ul style="list-style-type: none"> Update annually as part of 	N/A	Annually

	debt issuance		
d. Type B sale tax	<ul style="list-style-type: none"> Identify needs that could be addressed Dedicated 0.50% sales tax approved May 2015 to fund \$20,000,000 of parks projects Issued \$9.45M CO's Series 2016 as 1st of planned \$18M debt funding. (\$2M pay as you go) Issued \$2.7M CO's Series 2017 as 2nd of planned \$18M debt funding. Postponed the issuance of \$5.85M CO's Series 2018 as 3rd of planned \$18M debt funding. CO's Series postponed by DP City Council and DPCDC. TIMELINE: To be issued in 2019 	N/A	TBD 2016 2017 2018
e. Street maintenance sales tax	<ul style="list-style-type: none"> Develop street replacement program City sales tax now at max 8.25% so sales tax no longer a funding option 	N/A	TBD
f. Ad Valorem Tax rate structure	<ul style="list-style-type: none"> Update annually (truth-in-taxation) 	N/A	Annually

g. Storm water fee	<ul style="list-style-type: none"> Evaluate as part of annual budget Budget includes 10% fee increase Budget includes 10% fee increase 	N/A	Annually 2016-2017 2017-2018
3. Further develop planning for municipal facilities <ul style="list-style-type: none"> a. City Hall renovations/expansions <ul style="list-style-type: none"> Hired Cre8 Architects 2014 Design 12 months, construction 18 months Emergency generator \$300K a. New City Hall <ul style="list-style-type: none"> Contracted with Cre8 Architects Design 6-8 months, construction 12 months Emergency generator, Alternate bid Currently under construction, completed March 2018 	<ul style="list-style-type: none"> Complete programming phase. Contract for final design Construction late 2015 Fund generator 2017 Contracted for final design Nov. 3, 2015 Approved budget Nov. 2015 Inclusive of generator, to be bid as an alternate. \$3M committed from fund balance 	\$4.13 million \$6.785 million \$3.00 million	2015-2017 2016-2017 2016-2017
b. Jimmy Burke Center renovations/expansions <ul style="list-style-type: none"> Fund thru H.O.T. funds CVB & Expansion 	<ul style="list-style-type: none"> Remodel kitchen - Completed Hired Marketing/Public Relations Staff R-P Architects hired for programming of Jimmy Burke 	\$25,000 \$ 500,000	2014 2014 2015/2016

	<p>Activity Center renovation.</p> <ul style="list-style-type: none"> • R-P Architects submit designs for JBAC • A feasibility committee was created and is currently working on the feasibility study to present to Council. • Discussion has occurred on the feasibility of the JBAC building and future planning the surrounding area. • Funds have been allocated for Architectural Services for this project. 	<p>\$500,000-\$3,445,000.</p> <p>\$275,000</p>	<p>2015</p> <p>2018</p>
c. Municipal Court and Theater	<p>Expand facility as depicted in Master Plan Concept:</p> <ul style="list-style-type: none"> • Relocate portion of west parking lot to the west • Renovate building, west expansion for court admin. • Add fly loft in theater 	<p>\$1,400,000 to \$1,700,000.</p>	<p>TBD</p>
d. Community Center, Gym, Aquatics, and Dow Park renovations/expansions	<p>Correction of Foundation Problem with current expansion at Community Center.</p> <ul style="list-style-type: none"> • Partial Funding from Voter approved 2000 Bond Funds <p>Allocation of Funding</p> <p>Parks and Recreation Open Space</p>	<p>N/A</p> <p>N/A</p> <p>\$ 4,440,000</p>	<p>TBD</p> <p>TBD</p> <p>TBD</p>

	<p>Master Plan Concept:</p> <ul style="list-style-type: none"> • Aquatics Building • Earl Dunn Gym • General Exterior Gym • Community Center • Dow Park Entry Plaza • Parking Circulation <p>Type B Committee presented Parks & Recreation project recommendations to City Council 2/17/2015. Council called Type B election.</p> <p>Type B election approved</p> <ul style="list-style-type: none"> • Joint meetings held with DP City Council, DPCDC, and PARC to discuss structural issues related to the Community Center. • Issuance of COs postponed until future direction of Community Center is determined. • Cost analysis comparison presented to DP City Council, DPCDC, and PARC in regards to renovating vs. replacing the Community Center. • City currently working to 	<p>TBD</p> <p>\$6,000,000</p>	<p>TBD</p> <p>May, 9 2015</p> <p>2018</p>
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	secure architectural services for Community Center concepts.		
e. Museum	<ul style="list-style-type: none"> Identify source of Funding Determine Feasible Location Development 	TBD	TBD
f. Theater-Black Box	<ul style="list-style-type: none"> Identify source of Funding Determine Feasible Location Development 	TBD	TBD
Team Facilitator: Bill Pedersen			
Team Members: Bill Pedersen, Donna Todd, Chris McNeely, Jacob Zungia , Kathy Holcomb, James Lewis			
Partners: Gary Jackson, Martin Balch, Jeffery Johnson, Susan Mele, Michelle Combs, Larry Brotherton, Kevin Rodgers.			

City of Deer Park
2014 Strategic Plan - December 15, 2015 Update - December 20, 2016 Update -
December 19, 2017 Update - December 18, 2018 Update
Area of Emphasis: Economic Development

Policy Statement: The City of Deer Park will develop strategies to promote economic development.

Strategic Initiative (priority order)	Action Steps	Budget	Timeline
Strategy #1A: Review or consider developing Economic Development policies and programs (<u>overall economic development policy</u>)...	Adopt an overall economic development policy for the City. A draft policy has been developed. April 2015 Update: Policy adopted	No budgetary outlay necessary	1 st Quarter of FY 2014-2015 2-17-15
Strategy #1B: Review or consider developing Economic Development policies and programs including the <u>Tax Abatement Policy</u> and implement or amend appropriately...	The abatement threshold for “Basic Industry” is currently set at \$7 million. This is relatively high compared to several other cities. Consider possibly revising/lowering the abatement threshold for “Basic Industry.” April 2015 Update: Reviewed ordinance; approved ordinance amendment with new abatement thresholds December 2016 Update: Ordinance	No budgetary outlay necessary.	Review & adopt the tax abatement ordinance in November 2014. Nov./Dec. 2014 12-20-16

	<p>approved reaffirming the existing Tax Abatement Policy</p> <p>December 2018 Update: Ordinance approved reaffirming the existing Tax Abatement Policy</p>		12-4-18
<p>Strategy #1C: Review or consider developing Economic Development policies and programs including a <u>Tax Increment Reinvestment Zone (TIRZ)</u> policy and implement or amend appropriately...</p>	<p>Evaluate the possibility of creating a TIRZ</p> <p>April 2015 Update: Staff is reviewing statutory requirements for TIRZ establishment and applicability to Deer Park</p> <p>December 2015 Update: The Economic Development Strategic Planning Team has reviewed the statutory requirements for TIRZ establishment and advises that a TIRZ does not appear viable in Deer Park at this time</p>	No budgetary outlay necessary	<p>Conduct a Council Workshop during the Fall of 2014 to discuss Re: TIRZ</p> <p>No additional updates planned on this item</p>
<p>Strategy #1D: Review or consider developing Economic Development policies and programs including a <u>Chapter 380 economic development incentive program</u> and</p>	<p>a) Review the existing policy and determine if revisions are desired</p>	No budgetary outlay necessary	<p>Begin in September/October 2014</p>

implement or amend appropriately.	<p>b) Work with owners/developers of the planned retail center at East Blvd. and Spencer Highway to develop a 380 agreement.</p> <p>April 2015 Update: Staff is anticipating receipt of a 380 agreement proposal from the developer of the retail center</p> <p>December 2015 Update: Staff is discussing terms to be included in a potential 380 agreement with the developer of the Junction at Deer Park Station shopping center</p> <p>December 2016 Update: Chapter 380 agreement with Cencor Acquisition Company, Inc. approved for the Junction at Deer Park Shopping Center</p>	<p>Some consulting assistance in completing the 380 agreement may be needed; cost is undetermined.</p>	<p>Begin in September/October 2014</p> <p>Spring 2015</p> <p>1st quarter of 2016</p> <p>9-6-16</p>
Strategy #1E: Other economic development policies or programs (<u>Industrial District Agreements</u>)	Consider negotiating terms in the new IDA to encourage new investment/expansion in the industrial district	No budgetary outlay necessary	September/October 2014

	April 2015 Update: All 25 new agreements have been signed and returned to the City		
Strategy #1F: Other economic development policies or programs (<u>State Enterprise Program</u>)	<p>Review incentives offered under the Enterprise Program ordinance and propose revisions, if appropriate.</p> <p>April 2015 Update: No revisions needed. The City has adopted the maximum incentives allowed under the program.</p> <p>December 2015 Update: Staff has reviewed changes to the Texas Enterprise Zone Program last spring. These changes do not affect the incentives being offered by the City as part of the program so no change to the EZ program incentives is needed.</p> <p>December 2018 Update: City Council approved three (3) additional incentives for the Texas Enterprise Zone program and nominated two (2) Shell projects as Enterprise Zone projects (Shell Chemical \$167,400,000 project</p>	No budgetary outlay necessary	During FY 2014-2015

	and retaining 500 employees and Deer Park Refining Limited Partnership \$259,487,000 project and retaining 500 employees). Both were consequently designated as State Enterprise Projects.		
Strategy #2: Review the allocation process for the Hotel/Motel Tax	<p>In FY 2014-2015, HOT funding is budgeted for: advertising/marketing: special events; promotion of the arts; historical preservation; visitors center.</p> <p>Strategies: 1. The FY 2014-2015 Budget includes <u>new</u> HOT funding for the following: a) PR/Marketing Specialist</p> <p>Update: Kristin Edwards hired</p> <p>Ms. Edwards has been on staff for 11 months, during which time she has been actively meeting with the Tourism Committee and receiving advice and guidance on the City's</p>	<p>1.a. FY 2014-15 budgeted amount for P.R. / Marketing Spec.: \$79,925.</p>	<p>1.a. Recruit for P.R./ Marketing position in Sept. 2014. Hire in early FY 2014-15.</p> <p>January 2015</p>

<p>Strategy #2: Review the allocation process for the Hotel/Motel Tax</p>	<p>Tourism/Marketing program. In their November meeting, the Tourism Committee reviewed and advised on allocation of HOT funds for the 2015-16 budget year.</p> <p>December 2016 update:</p> <ul style="list-style-type: none"> • Ms. Edwards has been on staff for two years • Actively meeting with Tourism Committee 5-6 times each year – receives advice, guidance and assistance with ongoing visitor outreach efforts • In August 2016 meeting, Tourism Committee reviewed and advised on allocation of hotel occupancy tax-based budget for FY 16-17 • Established hotelier subcommittee which met twice during FY 15-16 with additional meetings planned • Operating several advertisement efforts and co-ops <p>December 2017 update</p> <ul style="list-style-type: none"> • Ms. Edwards has been on staff for three years and is maintaining benchmarks noted in 2016 • Actively meeting with Tourism 		
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	<p>Committee 5-6 times per year and hotelier subcommittee 3-5 times per year</p> <ul style="list-style-type: none"> • Currently managing the 2017-18 hotel occupancy tax-based budget • Operating growing number of advertising efforts and co-ops <p>December 2018 update: Kristin Callahan continues to work closely with the Tourism Committee (5-6 meetings/year) and with hotelier contact and input. Managing \$85,000 annual budget with assistance from full-time PR/Marketing Assistant added for FY 2018-19 which includes advertising for local, regional, state-level and national audiences. Continuing co-operative advertising efforts through Visit Houston and Beyond (GHCVB), Economic Alliance Quality of Life task force and other entities.</p> <p>b) Renovations to the Jimmy Burke Activity Center to include addition of a Visitors Center.</p>		
		1.b. FY 2014-15 budgeted amount design & renovations	1.b. Issue RFQ for architects for J.B.

		to J.B Activity Center: \$500,000.	Activity Center renov. in Sept. 2014. Hire in 1 st Q FY 14-15
	<p>Update: 2015 Randall-Porterfield architects hired.</p> <p>December 2015 Update: Randall-Porterfield architects proposed three alternatives. One alternative includes design & construction of a new stand-alone Civic/Visitors Center facility. A staff committee is preparing a feasibility study for the Civic/Visitors Center.</p> <p>December 2016 Update:</p> <ul style="list-style-type: none"> • Staff presented findings of the Civic/Visitors Center Feasibility Study to City Council on January 5, 2016 • Council discussed integrating the Visitors Center into future strategic planning efforts 	<p>Preliminary estimated cost for the Civic/Visitors Center facility structure is approx. \$3.5 million</p>	<p>Schematic design due April 2015</p> <p>Civic/Visitors Center feasibility study to be completed in Dec. 2015</p>

	<p>December 2017 Update: Funding budgeted in FY 2017-2018 Budget for architectural programming for replacement of JBAC.</p> <p>December 2018 update: Funding for a \$30,000 feasibility study was approved as part of the FY 2018-19 budget for a civic/visitors/activity center.</p> <p>2. A Tourism Committee appointed by the Mayor & City Council will be established to assist the PR/Marketing Specialist with development of a comprehensive advertising and marketing plan</p> <p>Update: Tourism Committee began meeting</p> <p>December 2015 Update: The Tourism Committee met seven times between February and November 2015 and have</p>	<p>2. No budget expense for Tourism Committee.</p>	<p>2. Tourism Committee appointed August 2014.</p> <p>Feb. 2015</p> <p>Bi-monthly meeting schedule adopted</p>
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	<p>established a tentative bi-monthly meeting schedule for FY 2015-16. The committee reviews advertising and promotion opportunities, provides insight on City marketing and brings events and ideas for future advertising.</p> <p>December 2016 Update:</p> <ul style="list-style-type: none"> • Tourism Committee met five times during FY 2015-16 • The committee also participated in an information/photo booth during the 2016 San Jacinto Day Festival and Battle Reenactment, with plans to continue in 2017 through a \$10,000 HOT funded sponsorship • The committee also successfully updated the Deer Park tourism brochure, approving the production of 15,000 copies and distributing throughout the state to locations including Texas Department of Transportation travel centers <p>December 2017 Update:</p> <ul style="list-style-type: none"> • The Tourism Committee met five times during FY 2016-17, and the 		
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	<p>hotelier subcommittee met four times</p> <ul style="list-style-type: none"> • The committee – along with other City departments – again participated in a successful San Jacinto Day Festival with plans to continue in 2018 • During strategic planning, the Tourism Committee developed a mission statement, approved the purchase of new, innovative collateral to promote STAYDP hotel discounts and began developing sliding scale reimbursement program for incoming groups renting City meeting facilities. <p>December 2018 update: The Tourism Committee met five times during FY 2017-18 with another successful presence at the San Jacinto Day Festival and other regional and state-wide live events.</p> <p>The committee also participated in two “Cat Show” events during the fiscal year, drawing between 750</p>		
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	<p>and 1,100 attendees per event in partnership with hosting non-profit organization.</p> <p>In August 2018, the Tourism Committee approved the 2018-19 budget and in October 2018, the committee approved a Marketing Plan forecasting major steps to be taken through FY 2020-21 with the addition of the full-time PR/Marketing assistant.</p>		
<p>Strategy #3: Type B/MDD Sales tax</p> <p>Strategy #3: Type B/MDD Sales tax</p>	<p>Council to consider appointing ad hoc study committee to evaluate the specific needs that could be met with a Type B/Municipal Development District (MDD) Sales Tax.</p> <p>Update: Type B Committee appointed; recommended 7 P&R</p>	<p>No budgetary outlay necessary.</p>	<p>Committee appointed- Fall of 2014 & would serve approx. 6 months. Committee issues report of its findings to Council.</p> <p>Election called for</p>

	<p>projects to Council. Council called election</p> <p>December 2015 Update: Voters approved the Type B sales & use tax in the May 2015 election. Deer Park Community Development Corporation Board of Directors appointed to administer the Type B funds.</p> <p>December 2016 Update: \$9,450,000 in Certificates of Obligation (COs) sold for Type B projects</p> <p>Master services agreement approved with Halff Associates for design of Type B projects</p> <p>December 2017 Update: \$ 2,700,000 - Girls Softball facilities construction at Youth Sports Complex</p>	<p>Type B Budget adopted by DPCDC and City Council. Funded by voter approved dedicated sales tax</p>	<p>May 2015</p> <p>DPCDC Board adopted a quarterly meeting schedule for regular meetings</p> <p>1-19-2016</p> <p>2-16-2016</p> <p>1-17-2017</p>
Strategy #4: Promote/encourage visiting Deer Park and the region's historical and tourist sites.	Through the new PR/Marketing Specialist and City Tourism Committee (discussed in ED	City HOT Funds and coordination	During FY 2014-2015 after hiring

<p>Strategy #4: Promote/encourage visiting Deer Park and the region's historical and tourist sites.</p>	<p>Strategy 2) the City will promote tourism and visiting the region's historical and tourist sites.</p> <p>Update:</p> <ul style="list-style-type: none"> • Developed 2014-15 budget • Began work on 2015-16 budget • Secured partnership with San Jacinto Texas Historic District to promote City's historical and tourist sites on a regional scale <p>December 2015 Update: To promote tourism and visiting the region's historical and tourist sites, the PR/Marketing Specialist:</p> <ul style="list-style-type: none"> - Developed and executed the 2014-15 budget - Formulated the 2015-16 budget, maintaining 2014-15 rates for many of the local, regional and state-level contracts - Secured partnership with San Jacinto Monument for partnering promotion of San Jacinto Day (utilizing budgeted HOT funds in 	<p>with efforts of other entities.</p> <p>HOT funds utilized</p>	<p>of the PR/Marketing Specialist.</p> <p>Jan. – March 2015</p>
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	<p>amount of \$10,000)</p> <ul style="list-style-type: none"> - Continued interaction with San Jacinto Texas Historic District to investigate regional promotion outlets - Expanded the City's social media platforms to include Twitter, Instagram and Flickr - Worked with Houston First/Greater Houston CVB to integrate Deer Park into outgoing Houston area marketing <p>December 2016 update:</p> <ul style="list-style-type: none"> • Developed and successfully executed 2015-16 budget • Formulated 2016-17 budget with emphasis on Houston and Beyond co-op participation, securing Deer Park a role in greater Houston area promotion through joint advertisements and trade show presence • Budget also maintains local, regional, state-wide and online contracts, with greater cooperation and planning with the Parks and Recreation Department • Executed booths at San Jacinto Day in partnership with the San 		
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	<p>Jacinto Texas Historic District, the Tourism and Historical Committees, the Deer Park Public Library and Parks and Recreation</p> <ul style="list-style-type: none"> • Will continue presence at SJD Festival in 2017, utilizing \$10K HOT fund allocation • Ms. Edwards accepted position as chair of the Economic Alliance's Quality of Life task force, building on partnership of Economic Alliance and San Jacinto Texas Historic District to promote Deer Park as part of the southeast Texas region • Expanded City's social media presence and following on City Instagram, developed annual plan including targeted boosts for Visit Deer Park Facebook • Developed relationship with critical entities including Texas Parks and Wildlife Department and Battleship Texas Foundation, began social media cross-promotion efforts with both • Updated/maintained tourism Web site (visitdeerpark.org/tourism) with calendar events, updated page 		
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	<p>slides and refreshed content, and worked with Houston First to improve the site's search engine optimization</p> <p>December 2017 update:</p> <ul style="list-style-type: none"> • Developed and successfully executed 2016-17 budget • Formulated 2017-18 budget with emphasis on Houston and Beyond co-op participation and small portions of advertising in other metropolitan areas (Austin, San Antonio) • Repeated presence at San Jacinto Day with multiple City departments • Maintained position as chair of the Economic Alliance's Quality of Life task force, developing mini-mural grant program with San Jacinto Texas Historic District • Continued all other 2016 accomplishments <p>December 2018 update:</p> <ul style="list-style-type: none"> • Developed and successfully executed 2017-18 budget • Formulated 2018-19 budget with emphasis on Houston and Beyond 		
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	<p>co-op participation, Houston Chronicle mixed-media partnership with Parks and Recreation, statewide live events and allocation for dedicated Tourism website.</p> <ul style="list-style-type: none"> • Repeated presence at San Jacinto Day with multiple City departments. • Maintained position as chair of the Economic Alliance's Quality of Life task force, developing mini-mural grant program with San Jacinto Texas Historic District and securing new participants including Pasadena and La Porte. • Continued all other 2017 accomplishments. 		
<p>Strategy #5: Coordinate with Deer Park's hotel industry to encourage cruise passengers to stay in Deer Park prior to departure or upon return.</p> <p>Recommendation for restated goal: "Coordinate with Deer Park hotel industry to encourage visitors to stay in Deer Park"</p>	<p>PR/Marketing Specialist and City Tourism Committee to work with hotel/motel operators on promotion strategies</p> <p>Update:</p> <ul style="list-style-type: none"> • Purchased advertisement package with Bay Area Houston to target cruise passengers, Bay Area 	<p>No budget outlay anticipated at this time.</p> <p>Costs included in FY 2014-2015 Budget for visitor</p>	<p>During FY 2014-2015 after hiring the PR/Marketing Specialist.</p>

<p>Strategy #5: Coordinate with Deer Park's hotel industry to encourage cruise passengers to stay in Deer Park prior to departure or upon return.</p> <p>Recommendation for restated goal: "Coordinate with Deer Park hotel industry to encourage visitors to stay in Deer Park"</p>	<p>residents</p> <ul style="list-style-type: none"> • Worked with Jaime Alfaro of Hampton Inn to develop marketing points for shuttle service (with free parking) to and from Deer Park to cruise terminal • Developing advertising scheme promoting Deer Park as region center to further incentivize area visitors <p>December 2015 Update:</p> <ul style="list-style-type: none"> - Completed four-month promotion in Bay Area Houston, paired with exposure in Houston Chronicle and social media outlets, to highlight free parking at local hotels for cruise passengers. - Utilized regional promotion of Deer Park as "home base for exploring southeast Texas" by running ad and theme in statewide publications including Living Magazine, Houston House and Home, TxDOT publications and more. - With the apparent planned 	<p>advertising and marketing (HOT Funds)</p>	
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	<p>closure of the Bayport Cruise Terminal, the department will re-strategize partnerships with hoteliers, including the possible creation of a hotelier sub-committee through partnership with the Tourism Committee beginning in January 2016.</p> <p>December 2016 update:</p> <ul style="list-style-type: none"> • Created and bolstered hotelier subcommittee with participation of all eight Deer Park hotels • Established STAYDP hotel discount promotion, creating standing discounts for visitors who mention the program any time throughout the year • Promoted STAYDP through social media, physical collateral, hotel participation and advertising efforts including a three-month Web promotion on the Visit Houston Web site • Completed two STAYDP/event promotion advertisement packages for San Jacinto Day and Fourth Fest • Supported regional promotion of Deer Park as “Your home base for 		
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	<p>exploring southeast Texas” by running themed advertisements in TxDOT publications, Texas Monthly and the Visit Houston Official Visitors Guide</p> <ul style="list-style-type: none"> • Began work on hospitality training video based on feedback from hotel operators and staff – deliverable will function as training tool and educational piece for hotel guests – anticipated completion December 2016 <p>December 2017 update</p> <ul style="list-style-type: none"> • Maintained all accomplishments above • Worked with DPISD to develop new approach to hospitality training video <p>December 2018 update: During 2017-18, the program conducted the first local sports organization/hotelier mixer with intent to grow the event into a regular workshop-style event. Worked closely with PONY organization (July 2018) as well as McDonalds Invitational (November</p>		<p>completion December 2016</p>
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	<p>2018) to complete outreach to incoming sports organization and provide information on city hotels. Continued STAYDP hotel discount promotion through live events in Dallas, Austin and San Antonio, and promoted Deer Park hotels in Houston Chronicle mixed-media advertising and other print avenues including USA Today, Texas Monthly (Visit Houston Official Visitors Guide), and online through San Antonio Express News campaign and on Deer Park TripAdvisor page. Printed and distributed the updated Tourism Brochure with current hotel information and STAYDP program section.</p>		
Team Facilitator: Gary Jackson			
Team Members: Gary Jackson, Donna Todd, Charlie Sandberg, Debbie Westbeld, Kristin Callahan			
Partners: Bill Pedersen, Tourism Committee, Historical Committee, Hotel Owners/operators, Economic Alliance Houston Port Region, Chamber of Commerce, San Jacinto Museum of History Association, Texas Travel Industry Association, Knudson, LP.			

<p align="center">City of Deer Park 2014 Strategic Plan – April 7, 2015 Update – December 15, 2015 Update – December 20, 2016 Update – December 19, 2017 Update – December 18, 2018 Update Area of Emphasis: Public Safety</p>			
Policy Statement: The City of Deer Park will provide for the safety of citizens; enhance emergency operations; build capacity; and provide collaborative/cooperative response.			
Strategic Initiative (priority order)	Action Steps	Budget	Timeline
Strategy #1			
Consider staffing opportunities for second paid EMS crew to meet growing demands. Expand FS 3 to provide housing accommodations for new EMS crews.	Phase 1 - Hire two (2) new Paramedics for peak-hours	\$63,000	Hired 2015
	Phase 1a – Continue funding for these two (2) new Paramedics in FY15-16 FCPEMSD budget	\$175,000	FY15-16
	Phase 1b - Request two (2) new Paramedics for additional peak coverage (FY15-16 General Fund)	\$175,000	FY15-16
	Phase 1b delayed due to budget constraints. To be reconsidered during next budget process	\$175,000	TBD
	Phase 2 – Hire four (4) additional Paramedics for full 24 / 7 coverage	\$387,500 Two each in FCPEMSD and General Fund	FY16-17 (complete)
	Phase 3 – Renovate and Expand FS 3 for additional EMS personnel and Fire Administration.	\$1,600,000	TBD No change
	Design services are in progress for EMS Annex	\$2,500,000 (FCPEMSD)	FY18-19
	Construction is in-progress for EMS Station	\$4,000,000	Completion estimate - Q4 2019
Team Facilitator Robert Hemminger			
Team Members Greg Grigg, Don Davis, Sharon Massey, Buddy Rice			
Partners Bill Pedersen			

<p align="center"> City of Deer Park 2014 Strategic Plan – April 7, 2015 Update – December 15, 2015 Update – December 20, 2016 Update – December 19, 2017 Update – December 18, 2018 Update Area of Emphasis: Public Safety </p>			
Policy Statement: The City of Deer Park will provide for the safety of citizens; enhance emergency operations; build capacity; and provide collaborative/cooperative response.			
Strategic Initiative (priority order)	Action Steps	Budget	Timeline
Strategy #2			
Consider constructing a new Emergency Operations Center inside new relocated FS 1	Design and construct a new free standing facility to house the new EOC and new FS 1.	\$4,800,000	TBD
	December, 2015: No change		
Potential options include considering a different location for EOC and Fire Station #1, funding options (bonds, grants, joint partnerships), and various locations.	We will continue to research partnership and grant opportunities, as well as evaluate different locations.		TBD
	Locations and options for Station 1 still being considered and researched. Back-up EOC has been incorporated in new Public Works Building at Luella Complex.		TBD
	No change – consider options in next Plan update		
Team Facilitator Robert Hemminger			
Team Members Greg Grigg, Don Davis, Sharon Massey, Buddy Rice			
Partners Bill Pedersen			

<p align="center">City of Deer Park 2014 Strategic Plan – April 7, 2015 Update – December 15, 2015 Update – December 20, 2016 Update – December 19, 2017 Update – December 18, 2018 Update Area of Emphasis: Public Safety</p>			
<p>Policy Statement: The City of Deer Park will provide for the safety of citizens; enhance emergency operations; build capacity; and provide collaborative/cooperative response.</p>			
Strategic Initiative (priority order)	Action Steps	Budget	Timeline
Strategy #3			
Consider alternative staffing opportunities for fire crews to supplement the existing volunteers.	Fire Chief presented statistics that indicate this strategy is not needed at this time. Fire response is meeting community needs.	\$0	N/A
	December, 2015: No change		
	December, 2016: No change		
	December, 2017: No change		
	December, 2018: No change		
Team Facilitator Robert Hemminger			
Team Members Greg Grigg, Don Davis, Sharon Massey, Buddy Rice			
Partners Bill Pedersen			

<p align="center">City of Deer Park 2014 Strategic Plan – April 7, 2015 Update – December 15, 2015 Update – December 20, 2016 Update – December 19, 2017 Update – December 18, 2018 Update Area of Emphasis: Public Safety</p>			
<p>Policy Statement: The City of Deer Park will provide for the safety of citizens; enhance emergency operations; build capacity; and provide collaborative/cooperative response.</p>			
Strategic Initiative (priority order)	Action Steps	Budget	Timeline
Strategy #4			
Construct a new gun range and firearms training facility for the Police Department.	Project is currently in progress.	\$1,500,000	Completion FY 2015.
	Project is still in progress. First bid process was unsuccessful, second bid will take place in January, 2016.	\$1,650,000	Completion FY2016
	Construction is in progress.	\$2,800,000	Anticipated Completion May, 2017
	In process of determining funding for the repairs to the berms due to damage from Hurricane Harvey. Temporary Certificate of Occupancy was received on December 5, 2017 allowing the vendors to be hired by the City to install access control, furniture, cameras and kitchen fixtures	\$2,800,000 (pending the cost of referenced repairs)	Use of the facility will begin in January 2018 and repairs will follow at a later date
	Range is operational. Awaiting FEMA approval to proceed with bidding for repairs.		
Team Facilitator Robert Hemminger			
Team Members Greg Grigg, Don Davis, Sharon Massey, Buddy Rice			
Partners Bill Pedersen			

<p align="center">City of Deer Park 2014 Strategic Plan – April 7, 2015 Update – December 15, 2015 Update – December 20, 2016 Update – December 19, 2017 Update – December 18, 2018 Update Area of Emphasis: Public Safety</p>			
<p>Policy Statement: The City of Deer Park will provide for the safety of citizens; enhance emergency operations; build capacity; and provide collaborative/cooperative response.</p>			
Strategic Initiative (priority order)	Action Steps	Budget	Timeline
Strategy #5			
Conduct an updated commodity flow study to assist the LEPC in determining the extent of and planning for hazardous materials transportation.	Collaborate with Pasadena LEPC and La Porte LEPC to conduct a joint study.	TBD, apply for State of Texas grant.	After Panama Canal opens possibly in 2017.
	December, 2015: No change		
	December, 2016: No change		
	Initial discussions are underway with La Porte and Pasadena LEPC's		
	December, 2018: No change		
Team Facilitator Robert Hemminger			
Team Members Greg Grigg, Don Davis, Sharon Massey, Buddy Rice			
Partners Bill Pedersen			



CITY OF DEER PARK STRATEGIC PLAN

Staff Update
December 18, 2018



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- Area of Emphasis - Economic Development: Slides 58-105
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Vision and Mission Statements

- Vision Statement - Deer Park is a vibrant, sustainable community; a safe place to work, play, and live, offering growth and opportunity to all residents and businesses.
- Mission Statement - 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.

OVERVIEW

- On March 4 and 5, 2014, the City Council and City Staff of the City of Deer Park met in Retreat.
- The purpose of the retreat was twofold:
 - the first session was to meet with City Council and executive staff to discuss and reconfirm the Council's governance process;
 - the second session was to meet with the City Council and all key department directors to develop goals and strategies for the upcoming years.

OVERVIEW

- The strategic plan consists of five (5) areas of emphasis with a number of strategies identified within the five categories.
- The five areas of emphasis are:
 - Leadership/Governance
 - Quality of Life/Image
 - Comprehensive Planning
 - Economic Development
 - Public Safety

OVERVIEW

- On May 27, 2014 the City Staff began the process to implement the strategic plan. Staff organized into five (5) teams based on the five areas of emphasis.
- On August 25, 2014 to City Staff met together to consolidate the five areas of emphasis into the strategic plan.
- Staff made the initial implementation plan report to Council on September 29, 2014.
- Staff made a second implementation report to Council on April 7, 2015.

OVERVIEW

- Staff made a third implementation report to Council on December 15, 2015.
- Staff made a fourth implementation report to Council on December 20, 2016.
- Staff is scheduled to make a fifth implementation report to Council on December 19, 2017.
- Staff is scheduled to make a sixth implementation report to Council on December 18, 2018.

Area of Emphasis - Leadership/Governance



Governance and Leadership

- Policy

To create opportunities for leadership and development and address governance for the organization.

Governance and Leadership - Strategy #1

- Strategy # 1 - Council/Staff to meet in informal meetings to share ideas, thoughts, etc. and provide feedback. **Schedule or delete? Topics?**
- Action Steps - Informal meetings will be held separately from formal budgetary workshops/ retreats and various committee meetings
- Timeline - On an as needed basis - **None to date, Further direction from Council, Continue on a as needed basis**
- Budget - No budget impact

Governance and Leadership - Strategy #2

- Strategy # 2- Charter Review and Election
- Action Steps - The plan and process has been developed and initial implementation stages (committee structure and appointment, charge from Council (term limits, arbitration, veto powers, personnel conflicts (ordinance versus policy), Boards and Commission terms);
Staff Review (March-Sept. 2016) Fall 2017(Oct-Dec) - ~~CC Appoint CRC~~ (September)(January 2018) January- November-2018- Staff ~~recommendations to CRC~~ (October 2016)(Jan-March 2018)- ~~CRC Meetings~~-(November 2016 -December 2017) (Apr 2018-Apr 2019)- ~~CRC Recommendation Council~~-(January 2018)(May 2019) Council call Election (February for May 2016) (June/July 2017 for November 2017)January for May 2018 January/February for May 2019
- Timeline - 2015 - 2017 Summer 2015 - May 2017 Summer 2016 - May 2018 2017-2019
- Budget - Election & Mailing Costs Consider hiring a consultant for review

Governance and Leadership - Strategy #3

- Strategy # 3- Review policy structure for recruitment and development of volunteers for Boards/Commissions. If want to change current.
- Action Steps - Appointment of review committee (new or current B/C Selection Committee); provide current policy to Council (review and recommendations); committee review/ recommendations; adoption new policy
- Timeline - Appoint May 2015 (June 2016); Review June 2015 (July 16); Council adopt August 2015 (August 2016)(Complete)Revisions to policy; Complete
- Budget - No budget impact

Governance and Leadership - Strategy #4

- Strategy # 4 - Special District Election(s) Process
 - Action Steps - The types of election(s) to be determined (Crime and Fire Districts, Type B (May 2015); Call Crime & Fire election(s) (February 2016)
 - Timeline - Election - January (February) - May 2016, Complete
- Budget - Cost of Election(s)

Governance and Leadership - Strategy #5

- Strategy # 5 - Succession Planning and Workforce Development process for Staff
- Action Steps - Using current plan and process, staff discuss implementation stages (key roles, potential successor identification) by Department
- Timeline - May 15, 2015 (December 2015-March 2016) On-going process
- Budget - Through budget process

Governance and Leadership - Strategy #6

- Strategy # 6 - Continue to foster and develop interlocal and cooperation agreements
- Action Steps - Identified current interlocal agreements (industry (completed IDA 3/15 (12/14), County (completed Patrick Bayou, Streets 2 Neighborhoods - (Completed Gateway Project) EMS, area Police agencies, school districts (Election Precincts 3/17), non-profits, TMLIEBP, Coastal Barrier, neighboring cities), and current outreach efforts (Mayor's east end meetings, clergy at Council meetings, annual meeting school district (February 2016)
- Timeline - On-going
- Budget - No budget impact

Governance and Leadership

Strategy #7

- Strategy #7 - Inform Council on all legislative issues pertaining to the City (Council direction)
- Action Items- Identified current resources which include City Department Directors through their professional affiliations (Information from seminars for Attorney in June, City Secretary in August); TML (August seminar); Economic Alliance; East Harris County Manufacturers Association; HCMCA; . Consult with Council for specific issues.
- Timeline - On-going, 2019 Texas Legislative Session
- Budget - No budget impact

Governance and Leadership

Strategy #8

- Strategy #8 - Council meet regularly with Deer Park Independent School District
- Action Steps - Consider a process for establishing and conducting an annual meeting with DPISD to discuss city and district projects/issues
- Timeline - Fall with new Superintendent and School Board Members February 2016

Spring 2018 in New City Hall

Budget Impact - No budget impact

Governance and Leadership

Strategy #9

- Strategy # 9 - Establish plan for Public Relations/Marketing Specialist
- Action Steps - Position is budgeted for FY 2014-2015
- Timeline - Employed January 2015
Completed
- Budget - Annual Salary and Benefits

Area of Emphasis - Quality of Life/Image



Area of Emphasis - Quality of Life/Image

Policy Statement

Elevate the community's quality of life. To be a vibrant community of choice in which to live, work and play.

Area of Emphasis - Quality of Life/Image

Strategies

(prioritized)

1. Implement the recently completed Master Plans in the following priority order.
 - Parks and Recreation Master Plan.
 - Funded Year 2 of plan through a combination of general funds and remaining bond funds.
 - Year 2 has been completed except for the completion of the renovation of the Minchen Athletic Complex, which is currently under construction and scheduled to open in Spring 2016, just in time for baseball season.
 - Ruth Minchen Athletic Complex was dedicated on April 5, 2016.
 - The Parks and Recreation Commission is reviewing Year 3 to prioritize their recommendation to be submitted during the budget process.
 - Year 3 of the of plan was partially funded in FY2016 through the general fund except for the two athletic complex renovations.
 - The approved Year 3 FY2016 funded projects were completed.
 - The Council approved Year 4 projects were funded in the FY2017 budget.
 - The Council approved Year 5 projects which were funded in FY17-18 budget.
 - The Type B Recommendation Committee has reviewed the Master Plan and has requested several of the projects (both maintenance and priority) in their recommendation to Council for possible election. City Council on February 26, 2015 passed an ordinance that will place Type B on the May 9, 2015 ballot which includes several Master Plan Projects.
 - Type B passed on May 9, 2015 and the Deer Park Community Development Corporation (DPCDC) has been formed. Five of the seven Corporation projects are directly tied to the Master Plan; all of the projects are quality of life projects. The projects include: the replacement of the restroom facilities in Dow Park with a new pavilion structure that includes a stage, restrooms, and a concession stand; renovation and expansion of the Community Center and Gym to include an indoor pool; expansion of the existing Maxwell Center and parking lot; renovation of baseball fields including, but not limited to, the Spencerview sports complex (Durant Fields); renovation of the girls softball facilities at the Youth Sports Complex; development of soccer fields; and the development of hike and bike trails.

Area of Emphasis - Quality of Life/Image

Strategies
(prioritized)

1. Continued:

- Halff and Associates was contracted to provide architectural and construction oversight services for all seven of the DPCDC Projects.
- Currently, Halff has executed five of the seven task orders including Dow Park Pavilions, Spencerview Athletic Complex, Maxwell Adult Center, Soccer Complex, Girls Softball Renovation.
- Collaborated with the PR/Marketing Specialist and Parks and Recreation Department's Marketing/Technical Coordinator to develop Web strategies for project updates, with goal of providing project timelines, photos and Deer Park Community Development Corporation updates.
- Webpage Created.
- TF Harper was contracted to construct the renovations of the Spencerview Athletic Complex renovation and expansion. The complex is currently under construction and is scheduled to be opened in the Spring of 2017.
- Spencerview Athletic Complex dedicated on August 1, 2017.
- The Maxwell Adult Center is currently under design and is anticipated to begin construction in the summer of 2017.
- Maxwell Adult Center began renovations on November 16, 2017. The project is expected to be completed in the third quarter of 2018.
- Final completion of the E.M. Maxwell Adult Center will be in November of 2018. Operations will begin in December of 2018 and ribbon cutting in January of 2019.
- The Dow Park Pavilion(s) have completed design and are anticipated to begin construction in Spring of 2017.

Area of Emphasis - Quality of Life/Image

Strategies
(prioritized)

1. Continued:

- Pavilions are currently under construction.
 - Dow Park pavilions construction was completed in August 2018 and a ribbon cutting was held in September of 2018.
 - The Soccer Complex has completed design and is anticipated to begin construction in Spring of 2017.
 - A contractor was selected and approved by City Council on November 7, 2017.
 - The Deer Park Soccer Complex began construction in January of 2018. The project is currently under construction and slated to be completed in the first quarter of 2019.
 - The Girls Softball Complex renovation and expansion is currently under design and is anticipated to begin construction in the summer of 2017.
 - A contractor was selected and approved by City Council on November 7, 2017.
 - The Deer Park Soccer Complex began construction in January of 2018. The project is currently under construction and slated to be completed by the end of 2018.
- The City received an outdoor recreation grant from the Texas Parks and Wildlife Department (TPWD) to develop the first phase of the Deer Park Wetlands. The City has contracted with RVI to do the conceptual and phase one design of the property.
 - City Council officially named the Deer Park Wetland the “Deer Park Nature Preserve”.
 - The Deer Park Nature Preserve has completed design and is anticipated to begin construction early 2017.
 - The City is currently seeking bids for construction of Phase 1 of the Deer Park Nature Preserve.
 - RVI is working on scope for the wetland restoration.
 - Deer Park Nature Preserve Phase I was completed in August of 2018. Park has yet to open due issues related to flooding.

Area of Emphasis - Quality of Life/Image

Strategies
(prioritized)

- Review Center Street Revitalization Master Plan.
 - Incorporate into the 2015 Comprehensive Master Plan being conducted.
 - No update at this time.
 - No update at this time.
- Review Gateway Master Plan after completion of Center Street project.
 - Gateway construction on Center Street at both Hwy 225 and Spencer Hwy began in 2014 and will conclude in 2015.
 - The Gateways are near completion, working on the punch list.
 - The Gateways completed construction and was accepted on December 15, 2015.
- 2. Continue and complete the beautification of public spaces.
 - In 2014, removed hazardous trees in medians on Center Street and began preparing for landscaping.
 - In 2015, completed landscaping medians on Center Street.
 - In 2016, completed the Avon reforestation and made improvements to the City Hall grounds.
 - In 2017, completed urban forest planting along HWY 225 and East Blvd. Completed drainage clean up and renovation near Eastbound entrance monument on HWY 225.
 - Beautification committee plans to meet in Spring of 2019 to discuss future projects.
- 3. Create a comprehensive signage system for the city (way-finding).
 - In 2015, the City hired Kristin Edwards as the Public Relations/Marketing Coordinator and the Tourism Committee began meeting. The Tourism Committee will review comprehensive signage for the City.
 - The City has contracted with National Sign Plazas (NSP) for the comprehensive wayfinding signage program. NSP is currently in the design and programming phase of the program.
 - The City has budgeted funds in the FY 2016 Budget to implement Phase 1 of the program once the design and programming phase is complete.

Area of Emphasis - Quality of Life/Image

Strategies
(prioritized)

(CONTINUED)

3. Create a comprehensive signage system for the city (way-finding).

- Phase 1 implementation is completed.
- The City has budgeted funds in the FY 2017 Budget to implement Phase 2 of the program.
- The City has budgeted funds in the FY17-18 budget to implement Phase 2 and 3 of the program.
- Phase 1 wayfinding signs and monuments were installed in 2017.
- Phase 1 Monuments (4) have been installed in Terrace Park, College Park, Runningbrook Park, and Wynfield Park.
- Currently Phase 1 of the wayfinding signs (15) have been removed due to structural and design issues. Those issues have been resolved and are currently being re-installed.

Quality of Life/Image - Strategy #1

		2016	December 2015 update: Year 3 of the of plan was partially funded in FY 2016, through the general fund except for the two athletic complex renovations. Approved Year 3 FY2016 funded projects were completed.	\$ 2,418,800	PARC, Parks and Recreation Commission,TPWD, Baseball Association(s), DP Girls Softball Association, Quest, Chamber, Deer Park Community Development Corporation	2015-2017
			The Deer Park Community Development Corporation: replacement of the restroom facilities in Dow Park with a new pavilion structure that includes a stage, restrooms, and a concession stand - Contracted for the Pavilion and Building structures and currently under the bid process for the General Contractor; renovations to the Spencerview Athletic Complex - Phase 1 under construction and Phase 2 under design; development of soccer fields - Currently under design; and the development of hike and bike trails	\$ 3,950,000		2016-2017
			Phase 1 of the Deer Park Wetlands Development - Currently under the bid process for Contractor.	\$ 900,000		2016
			Phase 1 of the Deer Park Hike and Bike Trail	\$ 311,625		2016
		2017	Implement Year 4 - Approved Year 4 projects were funded in FY 2017 Budget.	\$ 2,269,000		2016-2018
			The Deer Park Community Development Corporation: Year 2 - Maxwell Adult Center expansion and renovation under design; Girls Softball Complex renovations are under design. Deer Park Soccer Complex under design. Dow Park Pavilions began construction.	\$ 3,916,373		2017-2018
		2018	Implement Year 5, Update 2013-2023 Master Plan (Postponed to FY19-20)	\$ 400,000		2017-2019
			The Deer Park Community Development Corporation: Year 3 Completed Construction of the Dow Park Pavilions in August of 2018. Completed Construction of the E.M. Maxwell Adult Center November 2018. Girls Softball Complex expected completion by end of 2018. Deer Park Soccer Complex under construction and expected to be completed first quarter of 2019. Deer Park Community Center postponed due to structural issues. Currently negotiating contract for programming and design phase.	\$7,552,528.36 (up to 9/30/18)		2018-2019
		2023	Complete a 2023-2033 Master Plan	\$ 50,000		2022-2023

Quality of Life/Image - Strategy #1

Continued

Quality of Life / Community Image							
Strategies (Prioritized)				Estimated Cost	Partners	Timeline	
Master Plans							
	Review Center Street Revitalization Master Plan			\$ -	PARD, Public Work, Businesses, Debbie Westbeld, Chamber, Economic Alliance	2014-2015	
	2014		Review and identify accomplishments - Comprehensive Master Plan Committee is reviewing as part of the plan.	\$ -		2014-2015	
			2015	Review remaining projects and obtain direction from Council - Comprehensive Planning Committee will make recommendation to Council as part of the plan.		\$ -	2015
				December 2015 update: No Change			
	2016	December 2016 update: Comprehensive Master Plan approved by City Council.		2016			
	Develop Gateway Master Plan continuation after completetion of Center Street			\$ 50,000	Public Works, Beautification Committee, Industry Partners, Economic Alliance, Knudson, Wayfinding Committee, NSP	2015-TBD	
		2015	December 2015 update: No Change				
		2016	Complete feasibility study for other city entrances (Knudson) - Included in the Comprehensive Citywide Wayfinding Plan adopted by City Council (NSP).	\$ 50,000		2016	
		TOTAL				\$ 43,568,345	

Quality of Life/Image - Strategy #2

	2014	Center Street Medians - Completed	\$ 25,000	PARC, Public Works, Beautification Committee, Parks and Recreation Commission, DPISD	2014
	2015	Center Street Medians - Completed December 2015 update: No Change	\$ 25,000		2015
	2016	Avon reforestation, Courthouse, City Hall improvements * - Avon and City Hall completed	\$ 25,000		2016
	2017	Dow reforestation; Library improvements; Runningbrook Park and Wynfield Park reforestation * Cottonwood Park urban forest established. HWY225 and East Blvd urban forest established.	\$ 25,000	* Beautification Committee will continue to work with Parks and Recreation to determine priority projects for Beautification.	2017
	2018	Ballfield complex entrance landscaping; Bayou Bend Park, Park Green Park, Parkside Place Park and Nedith Park reforestation * No update at this time. Beautification Committee scheduled to meet in Spring of 2019.	\$ 30,000		2018
		TOTAL	\$ 130,000		

Quality of Life/Image - Strategy #3

		2015	1. Develop a comprehensive citywide way-finding/directional signage plan for streets, buildings, public spaces, parks and recreational facilities and property, public interest areas, etc. Committee recommends utilizing the Tourism Committee to oversee the development. The Tourism Committee started meeting in 2015 and will review comprehensive signage later in the year.	\$ 25,000	PARD, Public Works, TXDOT, County, Parks and Recreation Commission, Historical Committee, Beautification Committee, Chamber, Tourism Committee, Wayfinding Committee and National Sign Plazas (NSP)	2015-2016	
			designated for the Parks and Recreation Signage for the year to contract with National Sign Plazas (NSP) for the comprehensive wayfinding signage program. NSP is currently in the design and programming phase of the program.				
		2016	Phase 1 Implementation of plan	\$ 150,000			2016
			December 2015 update: The City has budgeted funds in the FY 2016 Budget to implement Phase 1 of the program once the design and programming phase is complete. Phase 1 is complete.				
		2017	Phase 2 Implementation of plan - Funded in FY2017 Budget. Phase 1 signs and monuments installed and completed. Phase 2 & Phase 3 budgeted for FY 17-18.	\$ 214,750			2016-2017
		2018	Phase 2 & Phase 3 Implementation of plan (Postponed)	\$ 379,150			2017-2018
		2019	Phase 4 Implementation of plan	\$ 206,500			2018-2019
		2020	Phase 5 Implementation of plan	\$ 206,500			2019-2020
		TOTAL	\$ 1,181,900				





Area of Emphasis- Comprehensive Planning

- Policy Statement - The City of Deer Park will plan for and have an exemplary infrastructure system that will support current and future growth.
- Strategies: (In priority order)
 - 1) Further develop planning for infrastructure.
 - 2) Further develop planning for long range financial Stability.
 - 3) Further develop planning for municipal facilities.

Strategy 1

Further develop planning for infrastructure

❑ Infrastructure-Capital Improvements Plan

▪ Continue to develop & implement W&S CIP

- ❖ Water & Sewer CIP Implemented in 2011.
- ❖ CIP now totals \$~~53~~ 50 51 57 million.
- ❖ Perform water & sewer rate study annually.
 - ❖ 2018-2019 Rate Study to be performed
- ❖ Update CIP annually as infrastructure needs develop.
- ❖ Future expenditure projections:
 - ~~2014-2015 expenditures, \$6.723~~ 6.725 million
 - ~~2015-2016 expenditures, \$6.692~~ 7.110 million
 - 2016-2017 expenditures, \$7.122 million
 - 2017-2018 expenditures, \$~~5.285~~ 5.585 ~~6.685~~ 5.185 million
 - 2018-2019 expenditures, \$~~4.832~~ 6.332 million

Strategy 1

Further develop planning for infrastructure

❑ Infrastructure-Capital Improvements Plan

- Continue to develop & implement W&S CIP (Cont.)
- ❖ Ensure rate structure is sufficient to fund the plan.
(annual water/sewer rate increases projected)
- ❖ CO's have been sold to fund the first 8 years of the plan.
- ❖ Rate Study to be performed in 2019

Strategy 1

Further develop planning for infrastructure

□ Infrastructure-Capital Improvements Plan (cont.)

▪ Develop Drainage Improvement CIP

- ❖ Master Drainage Study completed 2009 at a cost of \$191,500.
- ❖ Study identified over \$60 million worth of drainage projects.
- ❖ Corrugated metal pipe replacement, additional \$3 million.
 - ❖ Evaluation completed 2016 at a cost of \$241,900
 - ❖ 1st phase construction completed summer 2017 for \$290,000
 - ❖ 2nd phase under construction, estimated completion late 2018, estimated \$352,000
 - ❖ 3rd & 4th phase (schedule pending est. from contractor)
- ❖ Identify the most cost effective projects and develop a 10-year CIP by the end of 2016.

Strategy 1

Further develop planning for infrastructure

❑ Infrastructure-Capital Improvements Plan

▪ Develop Drainage Improvement CIP (Cont.)

- ❖ Develop funding alternatives for the planned drainage projects. TBD
- ❖ 2017-2018 CO bond funds sold for drainage projects
- ❖ Deer Meadows and Heritage Subdivision drainage projects under design.

Strategy 1

Further develop planning for infrastructure

□ Infrastructure-Capital Improvements Plan (cont.)

▪ Develop Street Replacement & Rehab CIP

❖ Residential Streets:

- 24 miles built prior to 1971, replacement- \$48 million.
- 28 miles built 1971 to 1980, replacement- \$57 million
- 36 miles built post 1980, replacement- \$74 million.

❖ Thoroughfares:

- 29 miles, replacement- \$93 million.

❖ Consider hiring consultant to perform a condition assessment (not funded in 2016)

❖ Develop replacement /rehab CIP program (2017)

~~❖ Possible funding source: 1/4% street maintenance sales tax
—(depending on outcome of Type B election)~~

Strategy 1

Further develop planning for infrastructure

☐ Infrastructure-Capital Improvements Plan (cont.)

▪ Develop Street Replacement & Rehab CIP

- ❖ \$4.7 million in 2015 Certificates of Obligation
- ❖ \$1.7 million in the 2016 Capital Improvement fund
- ❖ Design Complete and project is currently out for bid
- ❖ Bid opening December 2017
- ❖ Under Construction 2018. West 9th Street, West 12th Street, looped streets off Arbor Dr., and Amherst/Brown Lane. \$5.1 million

Strategy 1

Further develop planning for infrastructure

☐ Comprehensive Plan Update

- The city entered into a contract with Knudson, L.P. on June 30, 2014 for \$130,000.
- Update the City's Comprehensive Plan and zoning and subdivision ordinances.
- Funding is included in the FY 2013-2014 & FY 2014-2015 Budgets.
- Project is underway with expected adoption Dec. 2015
- Project adoption 1st Quarter of 2016
- Projected adoption 1st Qtr. 2017
- Project Completed

Strategy 1

Further develop planning for infrastructure

□ Strategic Technology Master Plan Update (IT)

- Contracted with eGov Consulting to develop 5 year STMP in FY 2006-2007
- STMP Accepted by Council BY 2007-2008. The STMP included:
 - ❖ Assessment of the current condition of City's technology environment.
 - ❖ Recommendations for specific I.T. initiatives to improve the efficiency and effectiveness of the City's operations in all departments.
 - ❖ Identification of City's future technology needs.
 - ❖ Recommendations for baseline operating standards for an I.T. department.

Strategy 1

Further develop planning for infrastructure

❑ Strategic Technology Master Plan Update (cont.)

- ❖ Provided long range cost to implement recommended I.T. initiatives & recruit I.T. staff.
- ❖
 - Plan completed in 2013-2014
 - Consider FY2014-2015 budget amendment to refresh STMP, \$25k
 - Consider revised STMP implementation FY2015-2016
 - Council approved FY2014-15 budget amendment for STMP Refresh
 - Sciens Consulting selected to develop STMP Refresh. Work began January 2015 with expected completion by April 2015.

Strategy 1

Further develop planning for infrastructure

❑ Strategic Technology Master Plan Update (cont.)

- STMP Update completed in May 2015 and recommended technology initiatives submitted during budget process
- Council Approved \$270,300 in FY2015-16 budget to implement several Year 1 technology initiatives as recommended by the STMP.
 - Contract security services for improved security
 - Power & grounding assessments in data centers
 - Implement GTS Vantage Point software for data mapping
 - Develop cost/benefit of outsourcing EMS billing operations
 - Replace Coban in patrol cars
 - Implement ActiveNet GIS integration
 - Install WiFi at Theater
- December 2016 Update

Strategy 1

Further develop planning for infrastructure

❑ Strategic Technology Master Plan Update (cont.)

- Council approved \$175,888 in FY2016-2017 budget to implement year 2 technology initiatives as recommended by the STMP.
 - Replacement and expansion of storage area network (SAN)
 - Redundant internet access to eliminate the single point of failure in the city's network.
 - Network monitoring software to improve the reliability and ensure a high performance network environment.
 - Purchase of archive social to provide a centralized management console for archival of records related to the city's social media accounts.
 - Increased bandwidth to eliminate delays in network response times.

Strategy 1

Further develop planning for infrastructure

❑ Strategic Technology Master Plan Update (cont.)

- Council approved \$137,182 in FY2017-2018 budget to implement year 3 technology initiatives as recommended by the STMP.
 - Implementation of Malwarebytes Enterprise Security, Netwrix file auditing and Bomgar privileged access control for security initiatives.
 - Infrastructure initiatives include replacing an outdated phone system, network upgrade to Fire Station #2 and WWTP for better connectivity and replacing outdated switching in the Data Center to increase network throughput.
 - Related initiatives include relocating IT service into a new City Hall, continued evaluation of a replacement ERP and Windows 10 transition.

Strategy 1

Further develop planning for infrastructure

❑ Strategic Technology Master Plan Update (cont.)

- Council approved \$309,060 in FY2018-2019 budget to implement year 4 technology initiatives as recommended by the STMP.
 - Implementation of 2FA-Two Factor Authentication to the security levels to meet minimal CJIS requirements.
 - Purchase of an additional storage space shelf for the NIMBLE SAN to provide better segregation and security for first responders.
 - Server and infrastructure refresh to replace end of life, outdated equipment no longer supported by the manufacture.
 - The purchase of a NetScout device to replace aging Fluke network analyzer in an ongoing effort to ensure network infrastructure remains current with changing standards.

Strategy 1

Further develop planning for infrastructure

❑ Strategic Technology Master Plan Update (cont.)

- New communications tower at Fire Station #3 to increase redundancy and support equipment for future EMS building.

Strategy 1

Further develop planning for infrastructure

□ Review of Traffic flow synchronization for Center Street

- In 2010, Klotz & Associates conducted a Signal Timing Optimization Study along Center Street.
- Study included traffic data collection, cycle length analysis, travel time data, and other pertinent info.
- In December 2010, Klotz & Associates provided synchronization design of Center Street.
- Center Street Traffic Synchronization - Completed.
- 2016-2017, hire consultant to review 2015 traffic study and re-evaluate synchronization on Center Street. Est. \$55k
- Project Not Funded

Strategy 1

Further develop planning for infrastructure

□ Review of Traffic flow throughout the city

- In March 2009, Klotz & Associates conducted comprehensive evaluation of major arterials and signalized/non-signalized intersections.
- Review traffic patterns, including turning movements, along major thoroughfares and intersections in the city.
- Review Level of Service (LOS) and warrant analysis for signalized/non-signalized intersections
- 2015-2016, hire consultant to conduct traffic counts at major intersections & update report. Est. \$70k
- 2017-2018, Budgeted \$113,000 for Traffic Counts

Strategy 1

Further develop planning for infrastructure

□ Review of Traffic flow synchronization of East Blvd.

- 2016-2017, hire a consultant to review 2015 traffic study of traffic patterns, turning movements, and level of service (LOS) at each intersection along East Blvd.
- Consultant to develop signal timing plan and total cost to implement synchronization of signals along East Blvd. Est. \$45k. Possible SEP funded project with estimated cost of \$113,000.
- Project not funded
- 2018-2019 project funded. Negotiating contract with consultant. Budget \$113,000.

Strategy 2

Further develop planning for long range financial stability

- ❑ Industrial District agreements.
 - Current 7-year agreement expires 12/31/2014.
 - New agreement has been agreed to in principal (2015-2026)
 - All new agreements have been signed and returned to the City
- ❑ Five-year budget plan.
 - Develop long range plan.(e.g., budget, pro formas)
- ❑ Long term debt management plan.
 - Update annually as part of debt issuance
- ❑ Type B sales tax.
 - Identify needs that could be addressed
 - Dedicated 0.50% sales tax approved by voters May 9, 2015 for parks projects authorized in the election
 - Issued \$9.45M CO's Series 2016 as 1st of planned \$18M debt funding
 - Issued \$2.70M CO's Series 2017 as 2nd of planned \$18M debt funding

Strategy 2

Further develop planning for long range financial stability

- ❑ Type B sales tax. (Cont.)
 - Plan to issue \$5.85 million CO's Series 2019 of final planned \$18 million debt financing next spring

Strategy 2

Further develop planning for long range financial stability

- ❑ Street maintenance sales tax.
 - Evaluate as funding mechanism for Street Replacement & Rehab. CIP.
 - With the addition of the dedicated 0.50% Type B sales tax, the City is at the maximum 8.25% sales tax rate
- ❑ Ad Valorem Tax rate
 - Update Annually (truth-in-taxation)
- ❑ Storm water fee
 - Evaluate as part of annual budget
 - FY 2016-2017 budget includes a 10% increase in fees, the first increase since the fee was established in 2011.
 - FY 2017-2018 budget includes a 10% increase in fees.
 - FY 2018-2019 budget does not include a fee increase.

Strategy 3

Further develop planning for municipal facilities

- ❑ City Hall renovations/expansions
 - Hired Cre8 Architects in March, 2015 Contracted with Cre8 for the design of a new City Hall
 - Design 12-months and construction 18-months 6-8 months to design and 12-months for construction
 - Opinion of probable cost: 4.13 million (as of 3/17/2015) Council approved budget: \$6.785 million
 - Emergency power additional cost: \$275,000 Budget inclusive of generator, but bid as an alternate
 - \$3.0 million of uncommitted fund balance
 - Currently under construction, to be completed March 2018
 - \$3.0 million of committed fund balance, uncommitted in September 2018, to release balance of remaining unspent funds
- ❑ Jimmy Burke Activity Center renovations/expansion
 - Funded by H.O.T. funds
 - 2014, kitchen remodel, \$25k
 - Completed Kitchen Remodel 2014
 - 2015, addition of Public Relations position
 - Hired New Marketing/Public Relations Position January 2015
 - 2015, expansion & CVB-\$500k
 - Funding approved for \$500K for Renovations at Jimmy Burke
 - Architect approved by Council in February 2015 for Jimmy Burke Expansion and Create Visitors Center
 - Council during Workshop on July 14, 2015 discussed Randall Porterfield's conceptual design
 - Civic/Visitor Center Feasibility Committee formed August 4, 2015
 - Feasibility Committee visits Humble and Texas City facilities September 9, 2015
 - Feasibility Committee visits Rosenberg Civic Center - September 21, 2015
 - Feasibility Committee continues to prepare study to present to Council
 - Discussion has occurred on the feasibility of the JBAC building and future planning the surrounding area.
 - Funds have been allocated for Architectural Services for this project in H.O.T FUND (\$225,000) and Capital Improvements Fund (\$275,000).

Strategy 3

Further develop planning for municipal facilities

- ❑ Municipal Court and Theater
 - Expand facility as depicted in Master Plan-\$1.7 million.
 - ❖ Relocate portion of west parking lot to the west.
 - ❖ Renovate building, west expansion for court admin.
 - ❖ Add fly loft in theater.
- ❑ Community Center renovations/expansions
 - Renovate Community Center, Gym, & Aquatics \$4.44 million as depicted in Master Plan.
 - ❖ Expand gymnasium.
 - ❖ Expand community center.
 - Type B approved \$5.85 million to renovate the Community Center, Gym and Aquatics.
 - ❖ Renovate Community Center
 - ❖ Expand Gym
 - ❖ Include indoor pool
 - Postponed the issuance of \$5.85M CO's Series 2018 as 3rd of planned \$18M debt funding. CO's Series postponed by DP City Council and DPCDC.
- ❑ Dow Park Pavilion Project
 - Demolish existing pavilion at north end of Dow Park and replace with two new pavilions complete with concession stand and restroom.
 - ❖ Total Budget: \$1.5M
 - ❖ Currently under construction. Estimated completion: Late 2017-Early 2018
 - ❖ Dow Park Pavilion Project completed in August of 2018 and ribbon cutting held in September of 2018.

Strategy 3

Further develop planning for municipal facilities

❑ Community Center renovations/expansions (cont.)

- ❖ Create a Plaza on North end of Dow Park.
- ❖ Improve accessibility to the Community Center.
- ❖ Add canopy to front entrance.
- ❖ Renovate Aquatics building (Pool House).
- ❖ Community Center foundation repair (cost, TBD).
- ❖ Type B Citizen Committee appointed and held meetings in January 2015 to discuss potential projects for Parks and Recreation.
- ❖ Type B Citizen Committee recommended to City Council in February 2015 seven (7) Parks & Recreation projects. Council called a Type B election for May 9, 2015.
- ❖ Type B Election Sales and Use Tax Approved May 9, 2015
- ❖ Joint Workshop Council & DPCDC July 30, 2015
- ❖ DPCDC Organizational Meeting (Officers Elected and By-Laws Approved) August 17, 2015
- ❖ DPCDC Calls for a Public Meeting on Proposed Projects September 21, 2015
- ❖ Council approves issuance of RFQ for DPCDC Architectural Services October 6, 2015
- ❖ City received six (6) Statements of Qualifications on November 10, 2015
- ❖ RFQ Committee reviewed SOQ's November 11-24, 2015

Strategy 3

Further develop planning for municipal facilities

❑ Community Center renovations/expansions (cont.)

- ❖ Study by Brinkley, Sargent, Wigginton identified potential structural issues.
- ❖ Joint meetings held with DP City Council, DPCDC, and PARC to discuss structural issues related to the Community Center.
- ❖ Issuance of COs postponed until future direction of Community Center is determined.
- ❖ Cost analysis comparison presented to DP City Council, DPCDC, and PARC in regards to renovating vs. replacing the Community Center.
- ❖ City currently working to secure architectural services for Community Center concepts.

Strategy 3

Further develop planning for municipal facilities

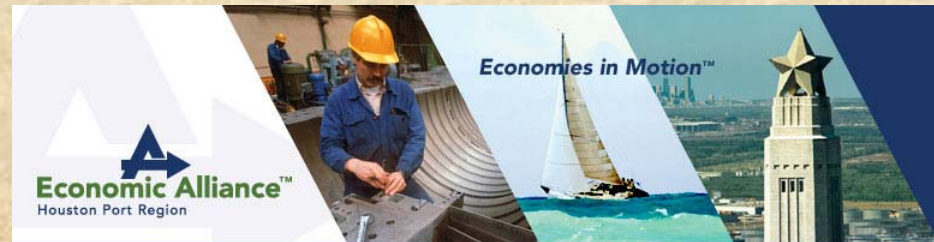
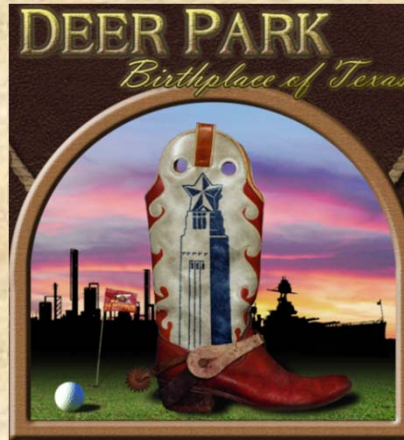
☐ Museum

- Identify source of Funding.
- Feasibility study to determine location(s) & cost.

☐ Theater-Black Box

- Identify source of Funding.
- Feasibility Study to determine location & cost.

Area of Emphasis - Economic Development



Area of Emphasis - Economic Development

- Policy Statement - The City of Deer Park will develop strategies to promote economic development.
- Strategies (in priority order):
 1. Review or consider developing Economic Development policies and programs including the Tax Abatement Policy; a Tax Increment Reinvestment Zone (TIRZ) policy; and a Chapter 380 economic development incentive program and implement or amend appropriately.

Area of Emphasis - Economic Development

- Strategies (Continued):
 2. Review the allocation process for the Hotel/Motel Tax.
 3. Review the needs that could be met with a Type B/Municipal Development District (MDD) Sales Tax.
 4. Promote/encourage visiting Deer Park and the region's historical and tourist sites.
 5. Coordinate with Deer Park's hotel industry to encourage cruise passengers to stay in Deer Park prior to departure or upon return.

Strategy 1A

- Review or consider developing Economic Development policies and programs... (economic development policy)
 - Currently, the City of Deer Park does not have an “overall” economic development policy. While the City has created certain economic development “tools” (tax abatement, 380 agreement, etc.), no overall economic development policy has been adopted.

Strategy 1A

- Overall economic development policy:

- Action plan:

- Develop an economic development policy

- Timeline:

- 1st quarter of FY 2014-2015
- April 2015 Update: overall economic development policy adopted on 2-17-15

- Budget:

- No budget outlay necessary

Strategy 1B

A. Review or consider developing Economic Development policies and programs including the Tax Abatement Policy and implement or amend appropriately...

➤ Key points:

- By State law the Tax Abatement Policy must be revisited/renewed every two (2) years. The current Tax Abatement Policy (Ord. 3537) is scheduled to be reviewed/renewed by City Council in November 2014.
- The tax abatement thresholds under the current Tax Abatement are as shown on the following page:

Adopted: December 2, 2014

TAX ABATEMENT POLICY DEER PARK, TEXAS

1. Basic Industry

New Value Minimum: \$5,000,000

Job Creation Minimum: 50 employees

FACILITY TYPE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Manufacturing, Regional Distribution, Regional Service, Research, Research & Development, Other Basic Industry	100%	100%	50%	25%	25%	0%	0%	0%	0%	0%

2. Retail/Entertainment

New Value Minimum: \$5,000,000

Job Creation Minimum: To be determined by City Council based on the economic impact of proposed project

FACILITY TYPE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Retail and Regional Entertainment SIZE: 80,000 square feet or larger	TBD%*	TBD%*	TBD%*	TBD%*	TBD%*	TBD%*	TBD%*	TBD%*	TBD%*	TBD%*

*abatement to be determined by City Council based on the economic impact of proposed project

3. Retail/Entertainment

New Value Minimum: \$5,000,000

Job Creation Minimum: 20 employees

FACILITY TYPE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Retail and Regional Entertainment SIZE: 50,000 sf - 80,000 sf	50%	35%	30%	25%	20%	0%	0%	0%	0%	0%

4. Retail/ Entertainment

New Value Minimum: \$5,000,000

Job Creation Minimum: 20 employees

FACILITY TYPE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Retail and Regional Entertainment SIZE: 5,000 sf - 50,000 sf	25%	20%	15%	10%	5%	0%	0%	0%	0%	0%

5. Restaurants Only

New Value Minimum: \$2,000,000

Job Creation Minimum: 20 employees

FACILITY TYPE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Restaurants SIZE: 5,000 sf - 50,000 sf	20%	20%	15%	10%	5%	0%	0%	0%	0%	0%

Strategy No. 1B

- Tax Abatement Policy

- Action Plans:

- The abatement threshold for “Basic Industry” is currently set at \$7 million. This is relatively high compared to several other cities. Consider possibly revising/lowering the abatement threshold for “Basic Industry.”

- Timeline:

- Review and adopt the tax abatement ordinance in November 2014.
 - April 2015 Update: Reviewed ordinance in November 2014. Ordinance amendment with new abatement thresholds approved in December 2014.
 - December 2015 Update: No change
 - December 2016 Update: Ordinance approved reaffirming the existing Tax Abatement Policy
 - December 2017 Update: No Change
 - December 2018: Ordinance approved reaffirming existing Tax Abatement Policy

- Budget:

- No budgetary outlay necessary.

Strategy No. 1C

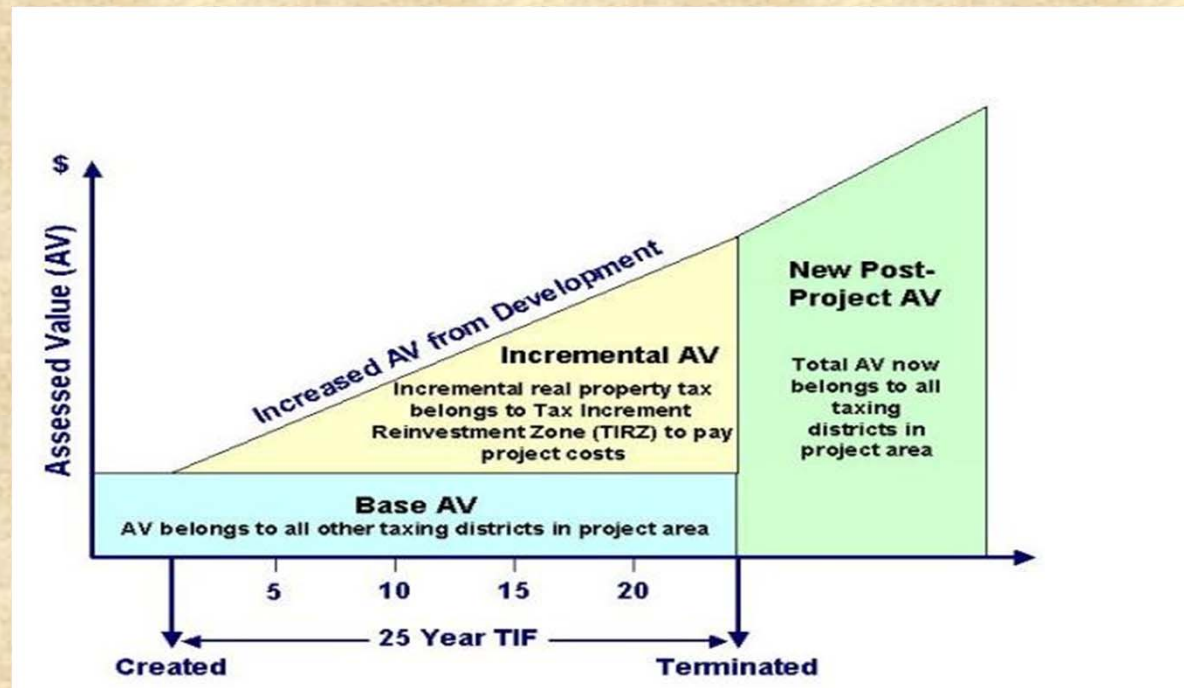
B. Review or consider developing Economic Development policies and programs including a Tax Increment Reinvestment Zone (TIRZ) policy and implement or amend appropriately...

- Definition TIRZ

- A TIRZ is special zone created by a City or County to attract new investment to an area. TIRZs help finance the cost of redevelopment and encourage development in an area of land that would otherwise not attract sufficient market development in a timely manner (because of lack of utilities/infrastructure, for instance).
- After a TIRZ is created, the tax dollars attributed to the new improvements within the TIRZ zone are called tax increments, and this money is set-aside in a separate fund to finance public improvements within the boundaries of the TIRZ zone.

Strategy No. 1C

- Tax Increment Reinvestment Zone (TIRZ) policy - illustration of how it works:



Strategy No. 1C

- Tax Increment Reinvestment Zone (TIRZ) policy.
 - Action plans:
 - Evaluate the possibility of creating a TIRZ
 - Timeline:
 - Conduct a Council Workshop during the Fall of 2014 to discuss how a TIRZ is established and operates and whether a TIRZ could benefit Deer Park.
 - April 2015 Update: Staff is reviewing statutory requirements for TIRZ establishment and applicability to Deer Park

Strategy No. 1C

- Tax Increment Reinvestment Zone (TIRZ) policy.

- Action plans:

- December 2015 Update: The Economic Development Strategic Planning Team has reviewed the statutory requirements for TIRZ establishment and advises that a TIRZ does not appear viable in Deer Park at this time.

- Budget:

- No budgetary outlay necessary.

Strategy No. 1D

- C. Review or consider developing Economic Development policies and programs including a Chapter 380 economic development incentive program and implement or amend appropriately.
- Chapter 380 of the Texas Local Govt. Code:
 - ❖ Chapter 380 of the Local Government Code authorizes municipalities to offer incentives designed to promote economic development such as commercial and retail projects. Specifically, it provides for offering loans and grants of city funds or services at little or no cost to promote state and local economic development and to stimulate business and commercial activity.
 - ❖ In order to provide a grant or loan, a city must establish a program to implement the incentives.

Strategy No. 1D

C. Chapter 380 program

- **Current policy:** In accordance with Chapter 380 of the Texas Local Government Code, the City Council of the City of Deer Park, Texas may, on a case-by-case basis, give consideration to providing grants or lending of personnel and/or services to stimulate or promote economic development projects and commercial activity within the city limits of Deer Park. Eligible projects may contract with the City to receive sales tax rebates or grants, water or sewer line extensions or connections, drainage improvements, building permit fee waivers, public road extensions or grants for capital recovery fees. Eligible projects must foster development or redevelopment projects that enhance the City's economic base, diversity and/or expand job opportunities, or promote and encourage projects that create additional revenue for the City without substantially increasing the demand on City services or infrastructure. The goals to be achieved by the granting of the incentive must be measurable and binding upon the recipient of the incentive as set forth in an agreement between the City and recipient. Nothing within this policy shall imply or suggest that Deer Park is under any obligation to provide any incentive to an applicant. The decision to approve or deny economic incentives shall be at the discretion of the City Council.

Strategy 1D

- Chapter 380 policy

- Action plans:

- Review the existing policy and determine if revisions are desired
 - Work with owners/developers of the planned retail center at East Blvd. and Spencer Highway to develop a 380 agreement.
 - April 2015 Update: Staff is anticipating receipt of a 380 agreement proposal from the developer of the retail center
 - December 2015 Update: Staff is discussing terms to be included in a potential 380 agreement with the developer of the Junction at Deer Park Station shopping center
 - Anticipate presenting draft of 380 agreement - 1st quarter 2016
 - December 2016 Update: Chapter 380 agreement with Cencor Acquisition Company, Inc. approved for the Junction at Deer Park Shopping Center

Strategy 1D

➤ Timetable:

- Begin in September/October 2014
- Chapter 380 agreement with Cencor was approved by Council September 6, 2016.

• Chapter 380 policy

➤ Action plans:

- December 2015 Update: Draft of 380 agreement with the developer of the Junction at Deer Park Station shopping center anticipated during 1st quarter of 2016.

➤ Budget:

- Some consulting assistance in completing the 380 agreement may be needed; cost is undetermined.
- Outside legal counsel was contracted to assist with the agreement.

Strategy 1E

- Other economic development policies or programs:
 - Industrial District Agreements (IDA):
 - Utilize IDA to encourage new investment/expansion in the industrial district

Strategy 1E

- Industrial District Agreements

- Action plans:

- Consider negotiating terms in the new Industrial District Agreement to encourage new investment/expansion in the industrial district.

- Timetable:

- September/October 2014
- April 2015 Update: All 25 new agreements have been signed and returned to the City

- Budget

- No budgetary outlay necessary

Strategy 1F

- Other economic development policies or programs:

- State Enterprise Program:

- The City has successfully nominated three (3) State enterprise program projects:
 - Lubrizol (\$112 million investment; 500 employees retained)
 - Deer Park Refining (Shell) (\$899 million investment; 500 employees retained)
 - Rohm & Haas Texas (\$310 million investment; 500 employees retained)

Strategy 1F

- State Enterprise Program

- Action plans:

- Review incentives offered under the Enterprise Program ordinance and propose revisions, if appropriate.
- April 2015 Update: No revisions needed. The City has adopted the maximum incentives allowed under the program.
- December 2015 Update: Staff has reviewed the legislative changes to the Texas Enterprise Zone Program. These changes do not affect the incentives being offered by the City as part of the program so no change to the EZ program incentives is needed.

Strategy 1F

- State Enterprise Program

- Action plans:

- December 2015 Update: Staff has reviewed the legislative changes to the Texas Enterprise Zone Program. These changes do not affect the incentives being offered by the City as part of the program so no change to the EZ program incentives is needed.
- December 2018 Update: City Council approved 3 additional incentives for the Texas Enterprise Zone program and nominated 2 Projects (Chemical - \$167,400,000 project - retained 500 employees; Refinery - 259,487,000 - retained 500 employees). Both received State Enterprise Projects designations.

Strategy 1F

- State Enterprise Program

- Timetable:

- FY 2014-2015
 - FY 2017-2018 Incentives updated; 2 Shell projects received designations as State Enterprise Projects

- Budget

- No budgetary outlay necessary

Strategy 2

- Review the allocation process for the Hotel/Motel Tax.
 - HOT revenues are derived from a tax on price paid for a hotel room.
 - The use of HOT funds is governed by Chapter 351 of the Texas Tax Code. The use of HOT revenues are for enhancing and promoting tourism and visitors to Deer Park.
 - City Council adopts the expenditure plan annually through the adoption of the City's annual budget.

Strategy 2

- Hotel/Motel Tax
 - The HOT tax is budgeted for:
 - Advertising/promotion (Contract with the DP Chamber of Commerce which expires on 10-1-14)
 - April 2015 Update: City has assumed advertising/promotion function
 - Special events (such as the Totally Texas festival)
 - Promotion of the arts
 - Historical preservation
 - Visitors Center (currently contract with DP Chamber of Commerce which expires on 10-1-14)
 - April 2015 Update: City has assumed visitors center operations

Strategy 2

- Motel/Motel Tax

- Action plans:

- The FY 2014-2015 Budget includes new HOT funding for the following:
 - PR/Marketing Specialist
 - April 2015 Update: Kristin Edwards hired
 - Renovations to the Jimmy Burke Activity Center to include addition of a Visitors Center
 - April 2015 Update: Randall-Porterfield Architects hired to perform schematic design of visitors center
- A Tourism Committee appointed by the Mayor & City Council will be established to assist the PR/Marketing Specialist with development of a comprehensive advertising and marketing plan
 - April 2015 Update: Tourism Committee began meeting in February 2015

Strategy 2

- Hotel/Motel Tax

- Timeline

- Advertise the PR/Marketing position in September 2014. Hire in early FY 2014-2015. **Kristin Edwards hired in January 2015**
- December 2015 update: Ms. Edwards has been on staff for 11 months, during which time she has been actively meeting with the Tourism Committee and receiving advice and guidance on the City's Tourism/Marketing program.
- December 2016 update: Ms. Edwards has been on staff for two years, during which she has been meeting with Tourism Committee 5-6 times each year to receive advice, guidance and assistance with ongoing visitor outreach efforts. During the August 2016 meeting, Tourism Committee reviewed and advised on allocation of hotel occupancy tax-based budget for FY 16-17. Established hotelier subcommittee which met twice during FY 15-16 with additional meetings planned. Operating several advertisement efforts and co-ops.

Strategy 2

- Hotel/Motel Tax

- Timeline

- December 2017 update: Ms. Edwards has been on staff for three years and is maintaining benchmarks noted in 2016. She is actively meeting with the Tourism Committee 5-6 times per year and the Hotelier Subcommittee 3-5 times per year. She is also managing the 2017-18 hotel occupancy tax-based budget and operating a growing number of advertising efforts and co-ops.
 - December 2018 update: Callahan continues to work closely with the Tourism Committee (5-6 meetings/year) and with hotelier contact and input. Managing \$85,000 annual budget with assistance from full-time PR/Marketing Assistant added for FY 2018-19 which includes advertising for local, regional, state-level and national audiences. Continuing co-operative advertising efforts through Visit Houston and Beyond (GHCVB), Economic Alliance Quality of Life task force and other entities.

Strategy 2

- Hotel/Motel Tax

- Timeline

- Request Council authorization to issue an RFQ for architects for the renovations to the Jimmy Burke Activity Center in September 2014. A selection committee will be appointed to review and recommend award in 1st Quarter of FY 2014-2015. Schematic design due in April/May 2015 from architect
- December 2015 Update: Randall-Porterfield architects proposed three alternatives. One alternative includes design & construction of a new stand-alone Civic/Visitors Center facility. A staff committee is preparing a feasibility study for the Civic/Visitors Center. Study to be completed December 2015.
- December 2016 Update: Staff presented findings of the Civic/Visitors Center Feasibility Study to City Council on January 5, 2016. Council discussed integrating the Visitors Center into future strategic planning efforts.
- December 2017 Update: Funds included in FY 2017-2018 Budget for architectural programming of JBAC replacement.
- December 2018 update: Funding for a \$30,000 feasibility study was approved in FY 2018-19 budget for civic/visitors/activity center.

Strategy 2

- Hotel/Motel Tax

- Timeline

- Tourism Committee appointed in August 2014. Tourism Committee began meeting in February 2015
 - December 2015 Update: The Tourism Committee met seven times between February and November 2015 and have established a tentative bi-monthly meeting schedule for FY 2015-16. The committee reviews advertising and promotion opportunities, provides insight on City marketing and brings events and ideas for future advertising.
 - December 2016 Update: The Tourism Committee met five times during FY 2015-16. The committee also participated in an information/photo booth during the 2016 San Jacinto Day Festival and Battle Reenactment, with plans to continue in 2017 through a \$10,000 HOT funded sponsorship. The committee also successfully updated the Deer Park tourism brochure, approving the production of 15,000 copies and distributing throughout the state to locations including Texas Department of Transportation travel centers.

Strategy 2

- Hotel/Motel Tax

- Timeline

- December 2017 Update: The Tourism Committee met five times during FY 2016-17, and the hotelier subcommittee met four times. The committee - along with other City departments - again participated in a successful San Jacinto Day Festival with plans to continue in 2018. During strategic planning, the Tourism Committee developed a mission statement, approved the purchase of new, innovative collateral to promote STAYDP hotel discounts and began developing sliding scale reimbursement program for incoming groups renting City meeting facilities.
 - December 2018 update: The Tourism Committee met five times during FY 2017-18 with another successful presence at the San Jacinto Day Festival and other regional and state-wide live events. The committee also participated in two “Cat Show” events during the fiscal year, drawing between 750 and 1,100 attendees per event in partnership with hosting non-profit organization. In August 2018, the Tourism Committee approved the 2018-19 budget and in October 2018, the committee approved a Marketing Plan forecasting major steps to be taken through FY 2020-21 with the addition of the full-time PR/Marketing assistant.

Strategy 2

- Hotel/Motel Tax

- Budget:

- Expenditures for PR/Marketing position and J.B. Activity Center renovations are included in FY 2014-2015 Budget.
 - December 2015 Update: Preliminary estimated cost for the Civic/ Visitors Center facility structure is approx. \$3.5 million.
 - No budgetary outlay for Tourism Committee.

Strategy 3

- Review the needs that could be met with a Type B/Municipal Development District (MDD) Sales Tax.
 - Type B Sales & use tax - State law permits cities, with voter approval, to adopt a Type B economic development sales tax rate of $\frac{1}{8}$, $\frac{1}{4}$, $\frac{3}{8}$ or $\frac{1}{2}$ of 1 percent if the new total rate of all local sales and use taxes would not exceed 2 percent.
 - MDD sales & use tax - State law permits cities, with voter approval, to adopt a Municipal Development District economic development sales tax rate of $\frac{1}{8}$, $\frac{1}{4}$, $\frac{3}{8}$ or $\frac{1}{2}$ of 1 percent if the new total rate of all local sales and use taxes would not exceed 2 percent. This is very similar to Type B except that the tax may also include the City's extraterritorial jurisdiction (ETJ) in addition to the cities boundaries.

Strategy 3

- Type B/MDD Sales tax

- Action steps

- Council to consider appointing an ad hoc study committee to evaluate the specific needs that could be met with a Type B/Municipal Development District (MDD) Sales Tax.

- Timeline

- The Committee could be appointed in the Fall of 2014 and would serve approximately 6 months. The Committee would then issue a report of its findings to the Council.
- April 2015 Update: Type B Committee recommended seven (7) Parks & Recreation projects to Council. Council called Type B election for May 2015.
- Type B approved by voters in May 2015.

Strategy 3

- Type B/MDD Sales tax

- Timeline

- December 2015 Update: Voters approved the Type B sales & use tax in the May 2015 election. Deer Park Community Development Corporation Board of Directors appointed to administer the Type B funds.

- Budget

- December 2015 Update: Type B Budget adopted by DPCDC and City Council. Funded by voter approved dedicated sales tax.
- December 2016 Update:
- \$9,450,000 in Certificates of Obligation (COs) sold for Type B projects (1-19-16)
- Master services agreement approved with Halff Associates for design of Type B projects (2-16-2016)
- December 2017 Update:
- \$2,700,000 in certificates of Obligation (Cos) sold for Girl's Softball facilities construction at Youth Sports Complex

Strategy 4

- Promote/encourage visiting Deer Park and the region's historical and tourist sites.

- Action plans

- Through the new PR/Marketing Specialist and City Tourism Committee (discussed in ED Strategy 2) the City will promote tourism and visiting the region's historical and tourist sites
- April 2015 Update: Developed 2014-15 budget to include advertising at local, regional, Greater Houston area and state level through approximately 20 publications and platforms
- Began work on 2015-16 budget to include update visitors' pamphlets and promotional materials
- Secured partnership with San Jacinto Texas Historic District to promote City's historical and tourist sites on a regional scale - promoting standing events via SJTHD Web site

Strategy 4

- Promote/encourage visiting Deer Park and the region's historical and tourist sites.

- Action plans

- December 2015 Update: To promote tourism and visiting the region's historical and tourist sites, the PR/Marketing Specialist:
- Developed and executed the 2014-15 budget
- Formulated the 2015-16 budget, maintaining 2014-15 rates for many of the local, regional and state-level contracts
- Secured partnership with San Jacinto Monument for partnering promotion of San Jacinto Day (utilizing budgeted HOT funds in amount of \$10,000)
- Continued interaction with San Jacinto Texas Historic District to investigate regional promotion outlets
- Expanded the City's social media platforms to include Twitter, Instagram and Flickr
- Worked with Houston First/Greater Houston CVB to integrate Deer Park into outgoing Houston area marketing

Strategy 4

- Promote/encourage visiting Deer Park and the region's historical and tourist sites.

- Action plans

December 2016 update:

- Developed and successfully executed 2015-16 budget, formulated 2016-17 budget with emphasis on Houston and Beyond co-op participation, securing Deer Park a role in greater Houston area promotion through joint advertisements and trade show presence
- Budget also maintains local, regional, state-wide and online contracts, with greater cooperation and planning with the Parks and Recreation Department
- Executed booths at San Jacinto Day in partnership with the San Jacinto Texas Historic District, the Tourism and Historical Committees, the Deer Park Public Library and Parks and Recreation
- Will continue presence at SJD Festival in 2017, utilizing \$10K HOT fund allocation

Strategy 4

- Promote/encourage visiting Deer Park and the region's historical and tourist sites.

- Action plans

December 2016 update, continued:

- Ms. Edwards accepted position as chair of the Economic Alliance's Quality of Life task force, building on partnership of Economic Alliance and San Jacinto Texas Historic District to promote Deer Park as part of the southeast Texas region
- Expanded City's social media presence and following on City Instagram, developed annual plan including targeted boosts for Visit Deer Park Facebook
- Developed relationship with critical entities including Texas Parks and Wildlife Department and Battleship Texas Foundation, began social media cross-promotion efforts with both
- Updated/maintained tourism Web site (visitdeerpark.org/tourism)

Strategy 4

- Promote/encourage visiting Deer Park and the region's historical and tourist sites.

- Action plans

- December 2017 Update:

- Developed and successfully executed 2016-17 budget
 - Formulated 2017-18 budget with emphasis on Houston and Beyond co-op participation and small portions of advertising in other metropolitan areas (Austin, San Antonio)
 - Repeated presence at San Jacinto Day with multiple City departments
 - Maintained position as chair of the Economic Alliance's Quality of Life task force, developing mini-mural grant program with San Jacinto Texas Historic District with first murals installed November 2017
 - Continued all other 2016 accomplishments

Strategy 4

- Promote/encourage visiting Deer Park and the region's historical and tourist sites.

- Action plans

- December 2018 update:
 - Developed and successfully executed 2017-18 budget
 - Formulated 2018-19 budget with emphasis on Houston and Beyond co-op participation, Houston Chronicle mixed-media partnership with Parks and Recreation, statewide live events and allocation for dedicated Tourism website.
 - Repeated presence at San Jacinto Day with multiple City departments.
 - Maintained position as chair of the Economic Alliance's Quality of Life task force, developing mini-mural grant program with San Jacinto Texas Historic District and securing new participants including Pasadena and La Porte.
 - Continued all other 2017 accomplishments.

Strategy 4 (Cont.)

- Promote/encourage visiting Deer Park and the region's historical and tourist sites.
 - Timeline
 - During FY 2014-2015 after appointment of the PR/Marketing Specialist
 - Budget
 - City HOT Funds and coordination with efforts of other entities

Strategy 5

- Coordinate with Deer Park's hotel industry to encourage cruise passengers to stay in Deer Park prior to departure or upon return.

➤ Action plans

- PR/Marketing Specialist and City Tourism Committee to work with hotel/motel operators on promotion strategies
- April 2015 Update: Purchased advertisement package with Bay Area Houston to target cruise passengers, Bay Area residents
- Worked with Jaime Alfaro of Hampton Inn to develop marketing points for shuttle service (with free parking) to and from Deer Park to cruise terminal
- Developing advertising scheme promoting Deer Park as region center to further incentivize area visitors

Strategy 5

- Coordinate with Deer Park's hotel industry to encourage visitors to stay in Deer Park.

- Action plans

- December 2015 Update:

- 1. Completed four-month promotion in Bay Area Houston, paired with exposure in Houston Chronicle and social media outlets, to highlight free parking at local hotels for cruise passengers.
- 2. Utilized regional promotion of Deer Park as “home base for exploring southeast Texas” by running ad and theme in statewide publications including Living Magazine, Houston House and Home, TxDOT publications and more.
- 3. With the apparent planned closure of the Bayport Cruise Terminal, the department will re-strategize partnerships with hoteliers, including the possible creation of a hotelier sub-committee through partnership with the Tourism Committee beginning in January 2016.

Strategy 5

- Coordinate with Deer Park's hotel industry to encourage visitors to stay in Deer Park.
 - Action plans
 - December 2016 Update:
 - Created and bolstered hotelier subcommittee with participation of all eight Deer Park hotels
 - Established STAYDP hotel discount promotion, creating standing discounts for visitors who mention the program any time throughout the year
 - Promoted STAYDP through social media, physical collateral, hotel participation and advertising efforts including a three-month Web promotion on the Visit Houston Web site
 - Completed two STAYDP/event promotion advertisement packages for:
 1. 2016 San Jacinto Day Festival and Battle Reenactment, including advertisements in InsideDP, Around La Porte and Houston Press
 2. Fourth Fest, including advertisements in InsideDP, Houston Chronicle and on social media channels

Strategy 5

- Coordinate with Deer Park's hotel industry to encourage visitors to stay in Deer Park.

➤ Action plans

December 2016 Update, continued:

- Supported regional promotion of Deer Park as “Your home base for exploring southeast Texas” by running themed advertisements in TxDOT publications, Texas Monthly and the Visit Houston Official Visitors Guide
- Began work on hospitality training video based on feedback from hotel operators and staff - deliverable will function as training tool and educational piece for hotel guests - anticipated completion December 2016

December 2017 update

- Maintained all accomplishments above
- Worked with DPISD to develop new approach to hospitality training video

Strategy 5

- Coordinate with Deer Park's hotel industry to encourage visitors to stay in Deer Park.

➤ Action plans

- During 2017-18, the program conducted the first local sports organization/hotelier mixer with intent to grow the event into a regular workshop-style event. Worked closely with PONY organization (July 2018) as well as McDonalds Invitational (November 2018) to complete outreach to incoming sports organization and provide information on city hotels.
- Continued STAYDP hotel discount promotion through live events in Dallas, Austin and San Antonio, and promoted Deer Park hotels in Houston Chronicle mixed-media advertising and other print avenues including USA Today, Texas Monthly (Visit Houston Official Visitors Guide), and online through San Antonio Express News campaign and on Deer Park TripAdvisor page.
- Printed and distributed the updated Tourism Brochure with current hotel information and STAYDP program section.

Strategy 5

- Coordinate with Deer Park's hotel industry to encourage visitors to stay in Deer Park.

➤ Timeline

- During FY 2014-2015 after appointment of the PR/Marketing Specialist

➤ Budget

- No budget outlay anticipated at this time
- April 2015 Update: Expenses included in FY 2014-2015 Budget for visitor advertising and marketing (HOT Funds)
- December 2015 Update: Expenses included in FY 2015-2016 Budget for visitor advertising and marketing (HOT Funds)
- December 2016 Update: Expenses included in FY 2016-2017 Budget for visitor advertising and marketing (HOT Funds)

Strategy 5

- Coordinate with Deer Park's hotel industry to encourage visitors to stay in Deer Park.

➤ Timeline

- During FY 2014-2015 after appointment of the PR/Marketing Specialist

➤ Budget

- December 2017 Update: Expenses included in FY 2017-2018 Budget for visitor advertising and marketing (HOT Funds)
- December 2018 Update: Expenses included in FY 2018-2019 Budget for visitor advertising and marketing (HOT Funds)

Area of Emphasis - Public Safety



Area of Emphasis

Public Safety

- Policy Statement - The City of Deer Park will provide for the safety of the citizens; enhance emergency operations; build capacity; and provide collaborative/cooperative response.
- Strategies:
 1. Consider staffing opportunities for a second paid EMS crew to meet growing demands and expanding FS 3.
 2. Construct a new Emergency Operations Center inside a new Fire Station 1.
 3. Consider alternative staffing opportunities for fire crews to supplement the existing volunteers.
 4. Construct a gun range for the Police Department.
 5. Conduct an updated commodity flow study.

Area of Emphasis - Public Safety

Strategy: Consider staffing opportunities for second paid EMS crew to meet growing demands and expanding Fire Station 3

Action Steps

- Hire eight new Paramedics in a phased approach
- Expand FS 3 to accommodate new crew and Fire Administration
- April 2015 Update: FCPEMS District Budget Amendment proposed to fund 2 paramedics for the remainder of FY14-15
- December 2015 Update: Budget constraints prevented any additional personnel for FY2015-16. Will attempt to secure funding in the FY2016-17 budget process for 2 additional paramedics
- December 2016 Update: FY16-17 Budgets included 4 additional paramedics (2 each in FCPEMSD and General Fund)
- December 2017 Update: Second paid EMS crew is in place (24 hours per day); Architectural services are under way to design accommodations for EMS
- Construction of EMS Station is in-progress.

Timeline

- April 2015: FCPEMS Public Hearing on 2-16-2015
 - City Council Public Hearing on 3-17-2015
- December 2015: Two (2) additional paramedics and design phase of Fire Station 3 project in FY2016-17.
- December 2016: Four (4) new employees have been hired. Training is in-progress.
- December 2017: Design of an EMS Annex is in progress, with potential construction to begin mid-late 2018.
- Construction is scheduled for completion in Q4 2019.

Budget Impact

- \$775,000 personnel related costs
 - FY14-15 Proposed budget impact ~\$63,000
- \$1,600,000 for Fire Station 3 expansion
- No budget impact for FY2015-16.
- Approximately \$90,000 per employee (salary and benefits). This is largely offset by increases in revenue generation through third-party collection efforts.
- FCPEMSD has allocated funding for EMS Annex design services and to determine total cost.
- FCPEMSD and City General Fund have allocated funding (FCP ~\$2.6M; City ~\$1.4M)

Area of Emphasis - Public Safety

Strategy: Consider constructing a new Emergency Operations Center inside the new Fire Station 1 in NW Deer Park.

Action Steps

- Design and construct a new EOC inside a new, relocated Fire Station 1
- April 2015 update: Sites for a new Fire Station 1 are being identified. Additional options are being researched, including potential grant opportunities for Fire Station and/or Emergency Operations Center.
- December 2015 Update: No change, still research in progress
- December 2016 Update: Discussions are on-going amongst staff and administration about best options for location of Fire Station #1 and EOC (whether co-located or not)
- December 2017: Station 1 options still being researched. Back-up EOC has been incorporated into new Public Works building at Luella Maintenance Facility (this could alleviate some of the immediate EOC needs)
- Additional options for both Fire Station #1 and EOC will be considered in next Strategic Plan.

Timeline

- TBD

Budget Impact

- \$4,800,000
- April 2015: Budget will have a wide range, depending on project options
- Budget not yet determined due to variations in scope
- No change/Not yet determined

Area of Emphasis - Public Safety

Strategy: Consider alternative staffing opportunities for fire crews to supplement the existing volunteers.

Action Steps

- Fire Chief does not feel this strategy is needed at this time

Timeline

- N/A

Budget Impact

- N/A

Area of Emphasis - Public Safety

Strategy: Construct a new gun range and firearms training facility for the Police Department.

Action Steps

- Project is currently in progress
- April 2015 Update: Preliminary plans for training building are being designed, along with civil engineering process for drainage. Bid process should commence upon design completion.
- December, 2015 Update: First bid process was unsuccessful. Second bid process will commence January, 2016 with new design drawings.
- December, 2016 Update: Construction is in-progress.
- December, 2017 Update: In process of determining funding for the repairs to the berms due to damage from Hurricane Harvey. Temporary Certificate of Occupancy was received on December 5, 2017 allowing the vendors to be hired by the City to install access control, furniture, cameras and kitchen fixtures
- Range is operational. Awaiting FEMA approval to proceed with bidding for repairs.

Timeline

- Expected completion in FY 2015
- April 2015: Still anticipate FY15 completion
- December, 2015: New anticipated completion FY16.
- Anticipated completion: May, 2017
- Anticipated completion is dependent on funding for Harvey repairs. It is anticipated that full use of the facility will be in January 2018 and repairs will follow at a later date

Budget Impact

- \$1,500,000 from CCPD Budget
- December, 2015: New budget estimate: \$1,650,000
- CCPD budget: \$2.8M
- Total cost of the Deer Park Police Firing Range and Training Facility continue to be estimated at \$2.8M pending the cost of referenced repairs

Area of Emphasis - Public Safety

Strategy: Conduct an updated commodity flow study to assist the LEPC in determining the extent of and planning for hazardous materials transportation.

Action Steps

- Collaborate with Pasadena LEPC and La Porte LEPC to conduct a joint Commodity Flow study

Timeline

- After the Panama Canal project is completed, likely in 2017
- April 2015 update: Still anticipate 2017 timeframe
- December 2015: No change
- December 2016: No change
- December 2017: Initial discussions are underway with Pasadena and La Porte LEPC's
- December 2018: No change

Budget Impact

- Costs should be minimal due to grant opportunity



THANK YOU



Legislation Details (With Text)

File #: DIS 18-169 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 12/6/2018 **In control:** City Council Workshop
On agenda: 12/18/2018 **Final action:**
Title: Discussion of issues relating to reducing Tandem's retainage from 5% to 2% for the soccer fields.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
12/18/2018	1	City Council Workshop		

Discussion of issues relating to reducing Tandem's retainage from 5% to 2% for the soccer fields.

Reducing the retainage amount from 5% to 2% permits the contractor to compensate all of his subcontractors due to inclement weather and project modifications. The 2% retainage will be held until close out and completion of the project.

\$3,325,655.65	Total amount budgeted for project
\$166,282.78	5% Retainage from total amount budgeted for project
\$66,513.11	2% Retainage held until final close out and completion of project

Discussion only



Legislation Details (With Text)

File #: RPT 18-052 **Version:** 1 **Name:**
Type: Report **Status:** Agenda Ready
File created: 11/12/2018 **In control:** City Council Workshop
On agenda: 12/18/2018 **Final action:**
Title: Discussion of issues relating to the Quarterly Financial Report for the Fiscal Year 2017-2018 fourth quarter ending September 30, 2018.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [2018 4Q Financial Report](#)

Date	Ver.	Action By	Action	Result
12/18/2018	1	City Council Workshop		

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

Summary:

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

The City's quarterly financial report for the Fiscal Year 2017-2018 fourth quarter ended September 30, 2018 reports the preliminary and unaudited results for the fiscal year (October 2017 - September 2018). 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 \$52.8 million. The annual budget for these revenues, as amended, is \$53.1 million, which includes a \$3.6 million transfer from prior year fund balance not yet recorded. Total revenues also include approximately \$3.7 million in the bond funds (note: these revenues are not budgeted). Governmental Fund revenues primarily represent ad valorem (property) taxes. These tax collections for residential and commercial properties, including delinquent taxes and associated penalties and interest, are \$18.8 million for the fiscal year and exceed the annual budget by 3.62 percent. The industrial in-lieu of taxes revenues of approximately \$11.3 million represent 99.95 percent of the amount budgeted for these revenues. The City's sales tax revenues of \$6.6 million for the fiscal year are approximately 3.33 percent higher than the prior year's results. Total expenditures of the Governmental Funds are approximately \$66.0 million for the fiscal year, which includes approximately \$23.3 million of bond fund expenditures. Since bond fund expenditures are not budgeted, the total expenditure variance is misleading as the other individual governmental fund expenditures for the fiscal year are all less than budgeted. Utility Fund revenues, including the Water/Sewer Fund and the Storm Water Fund, total approximately \$12.2 million for the fiscal year similar to the prior year's preliminary results. Total expenses of these enterprise funds are approximately \$9.7 million for the fiscal year. Expenditures in the Capital Improvements Fund total approximately \$5.8 million for the fiscal year and include \$3.6 million for the new City Hall, \$1.7

million for streets and sidewalks, and \$157,000 for the roof replacement at Fire Station #1. 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 fiscal year, combined revenues for both districts total approximately \$3.3 million and combined expenditures total approximately \$2.7 million. The City's Type B Corporation, the Deer Park Community Development Corporation ("Corporation"), fiscal year revenues of approximately \$3.3 million represent sales tax collections of the dedicated 0.50% Type B sales tax that became effective on October 1, 2015. Expenditures of the Corporation total approximately \$2.8 million, including approximately \$2.0 million for debt service and \$751,000 for pay-as-you-go expenditures for Dow Park.

The revenue and expenditure accounts for all funds do not yet include final entries for year-end accruals, interfund transfers, or final audit adjustments. The auditors plan to begin the final audit work in early February 2019. The final results of the FY 2017-2018 audit will be presented to City Council no later than the March 19, 2019 meeting.

Fiscal/Budgetary Impact:

N/A.

Discussion only during workshop.



**QUARTERLY FINANCIAL REPORT
FOR THE FOURTH QUARTER ENDED
December 31, 2018
(Unaudited)**

**CITY OF DEER PARK
QUARTERLY FINANCIAL REPORT
FOURTH QUARTER ENDED DECEMBER 31, 2018
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CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 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 %
GOVERNMENTAL FUNDS								
REVENUE SUMMARY:								
General Fund	\$ 20,091,281	\$ 10,785,852	\$ 4,260,475	\$ 5,840,886	\$ 40,978,494	\$ 43,912,302	\$ 2,933,808	6.68%
Debt Service Fund	2,566,075	2,218,003	2,097,640	150,534	7,032,252	7,018,928	(13,324)	**
Golf Course Lease Fund	-	5,949	38,070	-	44,019	178,000	131,981	74.98%
Special Revenue Funds	68,782	258,015	263,497	508,310	1,098,604	1,979,780	881,176	44.51%
Capital Improvement Bond Funds	107,202	460,274	2,061,041	1,064,282	3,692,799	-	(3,692,799)	-
Total Governmental Funds Revenue	22,833,340	13,728,093	8,720,723	7,564,012	52,846,168	53,087,010	240,842	0.45%
EXPENDITURE SUMMARY:								
General Fund								
General & Administrative	1,549,071	1,903,533	1,562,946	2,251,649	7,267,199	9,954,594	2,687,395	27.00%
Police Department	2,022,587	2,504,584	2,217,706	2,769,307	9,514,184	9,859,231	345,047	3.50%
Fire Department & Emergency Services	467,374	658,283	643,137	802,479	2,571,273	2,618,907	47,634	1.82%
Planning & Development	350,951	432,972	480,529	485,319	1,749,771	1,959,794	210,023	10.72%
Sanitation	865,108	1,093,651	925,983	1,066,438	3,951,180	4,207,065	255,885	6.08%
Street Maintenance	232,095	315,328	244,069	385,533	1,177,025	1,928,225	749,200	38.89%
Parks & Recreation	1,184,809	1,600,307	1,537,323	2,238,546	6,560,985	7,477,961	916,976	12.26%
Library	215,294	274,434	235,249	289,736	1,014,713	1,150,882	136,169	11.83%
Other	176,693	208,063	257,410	287,818	909,984	1,085,203	175,219	16.15%
Employee Benefits	-	-	-	-	-	-	-	*
Operating Transfers	-	-	-	-	-	3,672,440	3,672,440	100.00%
Total General Fund	7,063,982	8,991,155	8,104,352	10,556,825	34,716,314	43,912,302	9,195,988	20.94%
Debt Service Fund	861	5,842,708	(174,761)	711,775	6,380,583	7,018,928	638,345	9.09%
Golf Course Lease Fund	20,621	75,761	37,163	36,160	169,705	176,000	6,295	3.58%
Special Revenue Funds	288,980	158,186	274,433	697,818	1,419,417	1,975,718	556,301	28.16%
Capital Improvement Bond Funds	668,298	3,866,094	9,270,309	9,262,887	23,267,588	-	(23,267,588)	*
Total Governmental Funds Expenditures	8,242,742	18,933,904	17,511,496	21,265,465	65,953,607	53,082,948	(12,870,659)	**
Governmental Funds Revenues O/(U) Expenditures	\$ 14,590,598	\$ (5,205,811)	\$ (8,790,773)	\$ (13,701,453)	\$ (13,107,439)	\$ 4,062		
UTILITY FUNDS								
REVENUE SUMMARY:								
Water/Sewer Fund	\$ 1,842,138	\$ 2,586,169	\$ 2,617,322	\$ 4,048,197	\$ 11,093,826	\$ 11,170,466	\$ 76,640	0.69%
Storm Water Fund	57,111	85,247	84,665	112,739	339,762	337,500	(2,262)	**
Other	93	107,789	582,372	51,637	741,891	-	(741,891)	*
Total Utility Fund Revenue	1,899,342	2,779,205	3,284,359	4,212,573	12,175,479	11,507,966	(667,513)	**
EXPENSES SUMMARY:								
General & Administrative	267,124	338,819	218,585	236,143	1,060,671	1,093,241	32,570	2.98%
Water Expenses	664,188	1,429,032	1,143,300	1,559,200	4,795,720	5,949,834	1,154,114	19.40%
Sewer Expenses	207,704	318,800	224,149	381,333	1,131,986	1,433,972	301,986	21.06%
Storm Water Expenses	59,770	43,077	63,494	29,105	195,446	337,500	142,054	42.09%
Debt Service & Related Fees	1,889	1,345,321	174,761	405,679	1,927,650	2,176,142	248,492	11.42%
Operating Transfers	-	107,681	-	-	107,681	99,421	(8,260)	**
Other	66,144	82,538	134,730	140,593	424,005	327,426	(96,579)	**
Employee Benefits	33,385	9,487	9,818	6,606	59,296	90,430	31,134	34.43%
Total Utility Fund Expenses	1,300,204	3,674,755	1,966,837	2,758,659	9,702,455	11,507,966	1,805,511	15.69%
Utility Fund Revenues O/(U) Expenses	\$ 599,138	\$ (895,550)	\$ 1,315,522	\$ 1,453,914	\$ 2,473,024	\$ -		
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Capital Improvements Fund Revenue	\$ 378	\$ 474	\$ 601	\$ 681	\$ 2,134	\$ 7,226,200	\$ 7,224,066	99.97%
Total Capital Improvements Fund Revenue	\$ 378	\$ 474	\$ 601	\$ 681	\$ 2,134	\$ 7,226,200	\$ 7,224,066	99.97%
EXPENDITURE SUMMARY:								
General Government	918,229	1,320,623	654,892	745,487	3,639,231	3,622,440	(16,791)	**
Fire Department	-	-	157,000	-	157,000	157,000	-	**
Planning & Development	-	-	-	-	-	-	-	*
Street Maintenance	22,655	107,666	356,086	1,255,602	1,742,009	1,933,813	191,804	9.92%
Storm Water	-	-	-	-	-	-	-	*
Park Maintenance	-	-	55,898	53,958	109,856	919,947	810,091	88.06%
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 Capital Improvements Fund Expenditures	940,884	1,473,989	1,354,442	2,055,047	5,824,362	7,226,200	1,401,838	19.40%
Capital Improvements Fund Revenues O/(U) Expenditures	\$ (940,506)	\$ (1,473,515)	\$ (1,353,841)	\$ (2,054,366)	\$ (5,822,228)	\$ -		

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

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 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 %
<u>FIDUCIARY FUNDS</u>								
REVENUE SUMMARY:								
LEPC Fund	\$ 23,936	\$ 28,374	\$ 58	\$ -	\$ 52,368	\$ -	\$ (52,368)	*
Senior Citizens Fund	308	386	489	554	1,737	-	(1,737)	*
Total Fiduciary Funds Revenue	24,244	28,760	547	554	54,105	-	(54,105)	*
EXPENDITURE SUMMARY:								
LEPC Fund	15,592	34,598	137,438	-	187,628	-	(187,628)	*
Senior Citizens Fund	-	-	-	-	-	-	-	*
Total Fiduciary Funds Expenditures	15,592	34,598	137,438	-	187,628	-	(187,628)	*
Fiduciary Funds Revenues O/(U) Expenditures	\$ 8,652	\$ (5,838)	\$ (136,891)	\$ 554	\$ (133,523)	\$ -		
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 144,793	\$ 421,656	\$ 436,730	\$ 639,609	\$ 1,642,788	\$ 2,042,096	\$ 399,308	19.55%
Fire Control Prevention and EMS District	158,869	433,139	452,177	648,622	1,692,807	3,810,343	2,117,536	55.57%
Total Special Revenue Districts Revenue	303,662	854,795	888,907	1,288,231	3,335,595	5,852,439	2,516,844	43.01%
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	332,722	187,696	388,868	226,593	1,135,879	2,042,096	906,217	44.38%
Fire Control Prevention and EMS District	308,733	388,890	331,688	570,316	1,599,627	3,810,343	2,210,716	58.02%
Total Special Revenue Districts Expenditures	641,455	576,586	720,556	796,909	2,735,506	5,852,439	3,116,933	53.26%
Special Revenue Districts Revenues O/(U) Expenditures	\$ (337,793)	\$ 278,209	\$ 168,351	\$ 491,322	\$ 600,089	\$ -		
<u>TYPE B CORPORATION</u>								
REVENUE SUMMARY:								
Deer Park Community Development Corporation	\$ 302,139	\$ 851,901	\$ 856,615	\$ 1,304,883	\$ 3,315,538	\$ 2,700,900	\$ (614,638)	**
Total DPDC Fund Revenue	302,139	851,901	856,615	1,304,883	3,315,538	2,700,900	(614,638)	**
EXPENDITURE SUMMARY:								
Deer Park Community Development Corporation	-	317,466	2,064,180	396,192	2,777,838	2,700,900	(76,938)	**
Total DPDC Fund Expenditures	-	317,466	2,064,180	396,192	2,777,838	2,700,900	(76,938)	**
DPDC Revenues O/(U) Expenditures	\$ 302,139	\$ 534,435	\$ (1,207,565)	\$ 908,691	\$ 537,700	\$ -		
<u>FUND BALANCE</u>								
Beginning Fund Balance - General Fund	\$ 37,104,658	\$ 50,131,957	\$ 51,926,654	\$ 48,082,777	\$ 37,104,658			
Revenues Over/(Under) Expenditures	13,027,299	1,794,697	(3,843,877)	(4,715,939)	6,262,180			
Ending Fund Balance - General Fund	\$ 50,131,957	\$ 51,926,654	\$ 48,082,777	\$ 43,366,838	\$ 43,366,838			
Beginning Fund Balance - Water Sewer Fund	\$ 21,245,441	\$ 21,847,202	\$ 20,805,943	\$ 21,581,185	\$ 21,245,441			
Revenues Over/(Under) Expenditures	601,761	(1,041,259)	775,242	1,370,262	1,706,006			
Ending Fund Balance - Water Sewer Fund	\$ 21,847,202	\$ 20,805,943	\$ 21,581,185	\$ 22,951,447	\$ 22,951,447			

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

**CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 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
GOVERNMENTAL FUNDS								
REVENUE SUMMARY:								
General Fund	\$ 20,091,281	\$ 10,785,852	\$ 4,260,475	\$ 5,840,886	\$ 40,978,494	\$ 41,221,303	\$ (242,809)	\$ 41,221,303
Debt Service Fund	2,566,075	2,218,003	2,097,640	150,534	7,032,252	7,194,757	(162,505)	7,194,757
Golf Course Lease Fund	-	5,949	38,070	-	44,019	121,678	(77,659)	121,678
Special Revenue Funds	68,782	258,015	263,497	508,310	1,098,604	1,496,341	(397,737)	1,496,341
Capital Improvement Bond Funds	107,202	460,274	2,061,041	1,064,282	3,692,799	5,578,859	(1,886,060)	5,578,859
Total Governmental Funds Revenue	22,833,340	13,728,093	8,720,723	7,564,012	52,846,168	55,612,938	(2,766,770)	55,612,938
EXPENDITURE SUMMARY:								
<u>General Fund</u>								
General & Administrative	1,549,071	1,903,533	1,562,946	2,251,649	7,267,199	15,104,567	(7,837,368)	15,104,567
Police Department	2,022,587	2,504,584	2,217,706	2,769,307	9,514,184	8,977,716	536,468	8,977,716
Fire Department & Emergency Services	467,374	658,283	643,137	802,479	2,571,273	2,341,902	229,371	2,341,902
Planning & Development	350,951	432,972	480,529	485,319	1,749,771	1,836,614	(86,843)	1,836,614
Sanitation	865,108	1,093,651	925,983	1,066,438	3,951,180	4,178,419	(227,239)	4,178,419
Street Maintenance	232,095	315,328	244,069	385,533	1,177,025	1,188,997	(11,972)	1,188,997
Parks & Recreation	1,184,809	1,600,307	1,537,323	2,238,546	6,560,985	7,072,574	(511,589)	7,072,574
Library	215,294	274,434	235,249	289,736	1,014,713	973,450	41,263	973,450
Other	176,693	208,063	257,410	267,818	909,984	1,027,745	(117,761)	1,027,745
Employee Benefits	-	-	-	-	-	-	-	-
Operating Transfers	-	-	-	-	-	-	-	-
Total General Fund	7,063,982	8,991,155	8,104,352	10,556,825	34,716,314	42,701,984	(7,985,670)	42,701,984
<u>Debt Service Fund</u>	861	5,842,708	(174,761)	711,775	6,380,583	6,296,867	83,716	6,296,867
<u>Golf Course Lease Fund</u>	20,621	75,761	37,163	36,160	169,705	127,539	42,166	127,539
<u>Special Revenue Funds</u>	288,980	158,186	274,433	697,818	1,419,417	2,780,185	(1,360,768)	2,780,185
<u>Capital Improvement Bond Funds</u>	868,298	3,866,094	9,270,309	9,262,887	23,267,588	7,408,629	15,858,959	7,408,629
Total Governmental Funds Expenditures	8,242,742	18,933,904	17,511,496	21,265,465	65,953,607	59,315,204	6,638,403	59,315,204
Governmental Funds Revenues O/(U) Expenditures	\$ 14,590,598	\$ (5,205,811)	\$ (8,790,773)	\$ (13,701,453)	\$ (13,107,439)	\$ (3,702,266)	\$ (9,405,173)	\$ (3,702,266)
UTILITY FUNDS								
REVENUE SUMMARY:								
Water/Sewer Fund	\$ 1,842,138	\$ 2,586,169	\$ 2,617,322	\$ 4,048,197	\$ 11,093,826	\$ 10,823,487	\$ 270,339	\$ 10,823,487
Storm Water Fund	57,111	85,247	84,665	112,739	339,762	301,981	37,781	301,981
Other	93	107,789	582,372	51,637	741,891	980,859	(238,968)	980,859
Total Utility Funds Revenue	1,899,342	2,779,205	3,284,359	4,212,573	12,175,479	12,106,327	69,152	12,106,327
EXPENSES SUMMARY:								
General & Administrative	267,124	338,819	218,585	236,143	1,060,671	314,038	746,633	314,038
Water Expenses	664,166	1,429,032	1,143,300	1,559,200	4,795,720	4,240,952	554,768	4,240,952
Sewer Expenses	207,704	316,800	224,149	381,333	1,131,986	1,129,619	2,367	1,129,619
Storm Water Expenses	59,770	43,077	63,494	29,105	195,446	104,399	91,047	104,399
Debt Service & Related Fees	1,889	1,345,321	174,761	405,679	1,927,650	98,200	1,829,450	98,200
Operating Transfers	-	107,681	-	-	107,681	4,031,213	(3,923,532)	4,031,213
Other	66,144	82,538	134,730	140,593	424,005	1,335,190	(911,185)	1,335,190
Employee Benefits	33,385	9,487	9,818	6,606	59,296	63,876	(4,580)	63,876
Total Utility Funds Expenses	1,300,204	3,674,755	1,968,837	2,758,659	9,702,455	11,317,487	(1,615,032)	11,317,487
Utility Funds Revenues O/(U) Expenses	\$ 599,138	\$ (895,550)	\$ 1,315,522	\$ 1,453,914	\$ 2,473,024	\$ 788,840	\$ 1,684,184	\$ 788,840
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Capital Improvements Fund Revenue	\$ 378	\$ 474	\$ 601	\$ 681	\$ 2,134	\$ 7,790,100	\$ 7,787,966	\$ 7,790,100
Total Capital Improvements Fund Revenue	\$ 378	\$ 474	\$ 601	\$ 681	\$ 2,134	\$ 7,790,100	\$ 7,787,966	\$ 7,790,100
EXPENDITURE SUMMARY:								
General Government	918,229	1,320,623	654,892	745,487	3,639,231	3,384,486	254,745	3,384,486
Fire Department	-	-	157,000	-	157,000	-	157,000	-
Planning & Development	-	-	-	-	-	160,265	(160,265)	160,265
Street Maintenance	22,655	107,666	356,086	1,255,602	1,742,009	711,115	1,030,894	711,115
Storm Water	-	-	-	-	-	129,721	(129,721)	129,721
Park Maintenance	-	-	55,898	53,958	109,856	-	109,856	-
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	-	-	-	-	-	19,250	(19,250)	19,250
Total Capital Improvements Fund Expenditures	940,884	1,473,989	1,354,442	2,055,047	5,824,362	4,404,837	1,419,525	4,404,837
Capital Improvements Fund Revenues O/(U) Expenditures	\$ (940,506)	\$ (1,473,515)	\$ (1,353,841)	\$ (2,054,366)	\$ (5,822,228)	\$ 3,385,263	\$ 6,368,441	\$ 3,385,263

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 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
<u>FIDUCIARY FUNDS</u>								
REVENUE SUMMARY:								
LEPC Fund	\$ 23,936	\$ 28,374	\$ 58	\$ -	\$ 52,368	\$ 109,554	\$ (57,186)	\$ 109,554
Senior Citizens Fund	308	386	489	554	1,737	775	962	775
Total Fiduciary Funds Revenue	24,244	28,760	547	554	54,105	110,329	(56,224)	110,329
EXPENDITURE SUMMARY:								
LEPC Fund	15,592	34,598	137,438	-	187,628	101,131	86,497	101,131
Senior Citizens Fund	-	-	-	-	-	-	-	-
Total Fiduciary Funds Expenditures	15,592	34,598	137,438	-	187,628	101,131	86,497	101,131
Fiduciary Funds Revenues O/(U) Expenditures	\$ 8,652	\$ (5,838)	\$ (136,891)	\$ 554	\$ (133,523)	\$ 9,198	\$ (142,721)	\$ 9,198
<u>SPECIAL REVENUE DISTRICTS</u>								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 144,793	\$ 421,656	\$ 436,730	\$ 639,809	\$ 1,642,788	\$ 1,649,598	\$ (6,810)	\$ 1,649,598
Fire Control Prevention and EMS District	158,869	433,139	452,177	648,622	1,692,807	1,640,721	52,086	1,640,721
Total Special Revenue Districts Revenue	303,662	854,795	888,907	1,288,231	3,335,595	3,290,319	45,276	3,290,319
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	332,722	187,696	388,868	226,593	1,135,879	805,405	330,474	805,405
Fire Control Prevention and EMS District	308,733	388,890	331,688	570,316	1,599,627	1,276,142	323,485	1,276,142
Total Special Revenue Districts Expenditures	641,455	576,586	720,556	796,909	2,735,506	2,081,547	653,959	2,081,547
Special Revenue Districts Revenues O/(U) Expenditures	\$ (337,793)	\$ 278,209	\$ 168,351	\$ 491,322	\$ 600,089	\$ 1,208,772	\$ (608,683)	\$ 1,208,772
<u>TYPE B CORPORATION</u>								
REVENUE SUMMARY:								
Deer Park Community Development Corporation	\$ 302,139	\$ 851,901	\$ 856,615	\$ 1,304,883	\$ 3,315,538	\$ 3,208,765	\$ 106,773	\$ 3,208,765
Total DPCDC Fund Revenue	302,139	851,901	856,615	1,304,883	\$ 3,315,538	\$ 3,208,765	\$ 106,773	\$ 3,208,765
EXPENDITURE SUMMARY:								
Deer Park Community Development Corporation	-	317,466	2,064,180	396,192	2,777,838	3,009,583	(231,745)	3,009,583
Total DPCDC Fund Expenditures	-	317,466	2,064,180	396,192	2,777,838	3,009,583	(231,745)	3,009,583
DPCDC Revenues O/(U) Expenditures	\$ 302,139	\$ 534,435	\$ (1,207,565)	\$ 908,691	\$ 537,700	\$ 199,182	\$ 338,518	\$ 199,182

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 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 %
GENERAL FUND								
REVENUE SUMMARY:								
Taxes	\$ 18,718,187	\$ 9,362,349	\$ 2,603,912	\$ 3,309,534	\$ 33,993,982	\$ 32,746,741	\$ (1,247,241)	**
Service Fees	211,516	339,049	332,144	424,594	1,307,303	1,215,000	(92,303)	**
Fines	351,742	395,765	320,850	354,262	1,422,619	1,504,200	81,581	5.42%
Permits & Licenses	79,805	118,236	149,795	142,981	490,817	501,300	10,483	2.09%
User Fees	447,128	506,415	598,398	692,347	2,244,268	1,894,250	(350,038)	**
Other	282,903	59,884	254,963	910,011	1,507,761	6,040,811	4,533,050	75.04%
Special Revenue	-	4,154	413	7,157	11,724	10,000	(1,724)	**
Total Revenue	20,091,281	10,785,852	4,260,475	5,640,886	40,978,494	43,912,302	2,933,808	6.68%
EXPENDITURE SUMMARY:								
Mayor & Council	7,287	6,212	7,458	9,973	30,930	63,550	32,620	51.33%
City Manager	183,034	233,036	217,441	268,852	902,363	951,810	49,447	5.20%
Boards & Commissions	4,433	2,991	2,360	2,994	12,778	15,408	2,630	17.07%
Municipal Court	90,442	111,406	99,099	123,561	424,508	444,901	20,393	4.58%
General Government	648,256	745,131	543,062	940,297	2,876,746	5,021,577	2,144,831	42.71%
Legal Services	27,783	39,113	39,429	51,059	157,384	152,000	(5,384)	**
Personnel	68,787	89,607	96,010	98,571	352,975	382,418	29,443	7.70%
IT Services	307,320	400,360	314,913	453,022	1,475,615	1,833,067	357,452	19.50%
Finance	135,317	173,885	149,321	194,495	653,018	687,220	34,202	4.98%
City Secretary	76,412	101,792	93,853	108,825	380,882	402,643	21,761	5.40%
Police	2,022,587	2,504,584	2,217,706	2,769,307	9,514,184	9,859,231	345,047	3.50%
Emergency Management	91,081	106,953	105,044	130,286	433,364	460,660	27,296	5.93%
Fire Department	79,810	163,574	181,706	214,633	639,723	659,608	19,885	3.01%
Ambulance Services	257,898	353,647	312,270	417,069	1,340,884	1,340,986	102	0.01%
Fire Marshal	38,585	34,109	44,117	40,491	157,302	157,653	351	0.22%
Central Warehouse	16,212	19,385	17,899	23,328	76,824	77,954	1,130	1.45%
Planning & Development	350,951	432,972	480,529	485,319	1,749,771	1,959,794	210,023	10.72%
Sanitation	865,108	1,093,651	925,983	1,066,438	3,951,180	4,207,065	255,885	6.08%
Street Maintenance	232,095	315,328	244,069	385,533	1,177,025	1,926,225	749,200	38.89%
Fleet Maintenance	104,334	120,234	175,108	170,621	570,297	744,177	173,880	23.37%
Humane Services	56,147	68,444	64,403	73,869	262,863	263,072	209	0.08%
Beautification	6,865	-	-	-	6,865	45,000	38,135	84.74%
Park Maintenance	368,425	530,573	508,912	921,046	2,328,956	2,716,249	387,293	14.26%
Recreation	307,355	395,728	314,051	384,064	1,401,198	1,614,593	213,395	13.22%
Athletics & Aquatics	122,721	174,240	269,173	373,035	939,169	875,642	(63,527)	**
Building Maintenance	125,456	173,547	152,020	197,426	648,449	667,180	18,731	2.81%
Senior Services	90,386	148,012	114,856	119,215	472,469	654,077	181,608	27.77%
After School Program	70,630	74,508	76,066	98,955	320,159	401,988	81,829	20.36%
Drama	92,971	103,699	102,245	144,805	443,720	503,232	59,512	11.83%
Library	215,294	274,434	235,249	289,736	1,014,713	1,150,882	136,169	11.83%
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%
Total Expenditures	7,063,982	8,991,155	8,104,352	10,556,825	34,716,314	43,912,302	9,195,988	20.94%
General Fund Revenues O/(U) Expenditures	\$ 13,027,299	\$ 1,794,697	\$ (3,843,877)	\$ (4,715,939)	\$ 6,262,180	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 37,104,658	\$ 50,131,957	\$ 51,926,654	\$ 48,082,777	\$ 37,104,658
Revenues Over/(Under) Expenditures	13,027,299	1,794,697	(3,843,877)	(4,715,939)	6,262,180
Ending Fund Balance	\$ 50,131,957	\$ 51,926,654	\$ 48,082,777	\$ 43,366,838	\$ 43,366,838

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

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 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 %
<u>DEBT SERVICE FUND</u>								
REVENUE SUMMARY:								
Taxes	\$ 2,529,975	\$ 2,173,152	\$ 90,372	\$ 32,877	\$ 4,826,376	\$ 4,539,566	\$ (286,810)	**
Other	36,100	44,851	2,007,268	117,657	2,205,876	2,479,362	273,486	11.03%
Total Revenue	2,566,075	2,218,003	2,097,640	150,534	7,032,252	7,018,928	(13,324)	**
EXPENDITURE SUMMARY:								
Paying Agent Fees/Escrow Payment/Issuance Costs	861	3,392	-	1,250	5,503	100,000	94,497	94.50%
Principal Payments	-	4,984,425	(77,401)	-	4,907,024	5,240,425	333,401	6.36%
Interest Payments	-	854,891	(97,360)	710,525	1,468,056	1,678,503	210,447	12.54%
Total Expenditures	861	5,842,708	(174,761)	711,775	6,380,583	7,018,928	638,345	9.09%
Debt Service Fund Revenues O/(U) Expenditures	\$ 2,565,214	\$ (3,624,705)	\$ 2,272,401	\$ (561,241)	\$ 651,669	\$ -		
<hr/>								
<u>FUND BALANCE</u>								
Beginning Fund Balance	\$ 4,634,051	\$ 7,199,265	\$ 3,574,560	\$ 5,846,961	\$ 4,634,051			
Revenues Over/(Under) Expenditures	2,565,214	(3,624,705)	2,272,401	(561,241)	651,669			
Ending Fund Balance	\$ 7,199,265	\$ 3,574,560	\$ 5,846,961	\$ 5,285,720	\$ 5,285,720			

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 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 %
<u>GOLF COURSE LEASE FUND</u>								
REVENUE SUMMARY:								
User Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	*
Other Revenue	-	-	1,480	-	1,480	106,000	104,520	98.60%
Restricted Revenue	-	5,949	36,590	-	42,539	70,000	27,461	39.23%
Total Revenue	-	5,949	38,070	-	44,019	176,000	131,981	74.99%
EXPENDITURE SUMMARY:								
Operating Expenditures	20,621	40,885	11,251	36,160	108,917	120,000	11,083	9.24%
Capital Expenditures	-	34,876	25,912	-	60,788	56,000	(4,788)	**
Total Expenditures	20,621	75,761	37,163	36,160	169,705	176,000	6,295	3.58%
Golf Course Lease Fund Revenues O/(U)								
Expenditures	\$ (20,621)	\$ (69,812)	\$ 907	\$ (36,160)	\$ (125,686)	\$ -		
<hr/>								
<u>FUND BALANCE</u>								
Beginning Fund Balance	\$ 141,289	\$ 120,668	\$ 50,856	\$ 51,763	\$ 141,289			
Revenues Over/(Under) Expenditures	(20,621)	(69,812)	907	(36,160)	(125,686)			
Ending Fund Balance	\$ 120,668	\$ 50,856	\$ 51,763	\$ 15,603	\$ 15,603			

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 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 %
SPECIAL REVENUE FUNDS								
REVENUE SUMMARY:								
Hotel Occupancy Tax Fund	\$ -	\$ 170,490	\$ 177,972	\$ 314,623	\$ 663,085	\$ 1,075,982	\$ 412,897	38.37%
Police Forfeiture Fund	11,144	1,746	7,116	6,988	26,994	14,403	(12,591)	**
Other	5,403	32,384	26,188	42,177	106,152	-	(106,152)	*
Municipal Court Fund	51,965	53,043	51,776	144,017	300,791	359,810	59,019	16.40%
Disaster Declarations	-	-	-	-	-	-	-	*
Grant Fund	-	-	-	-	-	529,585	529,585	100.00%
Street Assessment Fund	206	259	328	372	1,165	-	(1,165)	*
East Blvd Fund	74	93	117	133	417	-	(417)	*
Chapter 380	-	-	-	-	-	-	-	*
Total Revenue	68,782	258,015	263,497	508,310	1,098,604	1,979,780	881,176	44.51%
EXPENDITURE SUMMARY:								
Hotel Occupancy Tax Fund	138,031	50,117	62,260	176,215	426,623	1,075,982	649,359	60.35%
Police Forfeiture Fund	5,983	3,244	4,654	-	13,881	14,403	522	3.62%
Other	24,042	37,064	157,740	102,099	320,945	-	-	*
Municipal Court Fund	52,736	39,660	49,662	29,813	171,871	355,748	183,877	51.69%
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	133	417	-	1	*
Chapter 380	-	-	-	389,558	389,558	-	(389,558)	*
Total Expenditures	288,980	158,186	274,433	697,818	1,419,417	1,975,718	925,377	46.84%
Special Revenue Funds Revenues O/(U) Expenditures	\$ (220,198)	\$ 99,829	\$ (10,936)	\$ (189,508)	\$ (320,813)	\$ 4,062		

FUND BALANCE

Beginning Fund Balance	\$ 1,326,456	\$ 1,106,258	\$ 1,206,087	\$ 1,195,151	\$ 1,326,456
Revenues Over/(Under) Expenditures	(220,198)	99,829	(10,936)	(189,508)	(320,813)
Ending Fund Balance	\$ 1,106,258	\$ 1,206,087	\$ 1,195,151	\$ 1,005,643	\$ 1,005,643

Ending Fund Balance by Fund:

11 - Hotel Occupancy Tax Fund	\$ 867,072	\$ 987,444	\$ 1,103,157	\$ 1,241,565	\$ 1,241,565
12 - Police Forfeiture Fund	33,855	32,357	34,818	41,806	41,806
14 - Other	605,073	600,393	468,841	408,919	408,919
19 - Municipal Court Fund	241,698	255,081	257,195	371,399	371,399
22 - Disaster Declarations	(766,404)	(771,232)	(771,232)	(771,232)	(771,232)
24 - Grant Fund	2,575	(20,604)	(20,604)	(20,604)	(20,604)
30 - Street Assessment Fund	95,413	95,672	96,000	96,372	96,372
38 - East Blvd Fund	26,976	26,976	26,976	26,976	26,976
86 - Chapter 380	-	-	-	(389,558)	(389,558)
Total Special Revenue Funds	\$ 1,106,258	\$ 1,206,087	\$ 1,195,151	\$ 1,005,643	\$ 1,005,643

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 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 %
CAPITAL IMPROVEMENT BOND FUNDS								
REVENUE SUMMARY:								
CIBF 2005	\$ 881	\$ 1,105	\$ 1,399	\$ 1,577	\$ 4,962	\$ -	\$ (4,962)	*
CIBF 2007	5,047	6,323	7,663	6,647	25,680	-	(25,680)	*
CIBF 2010	4,644	5,819	4,827	-	15,290	-	(15,290)	*
CIBF 2011	1,851	2,318	209,389	50,906	264,464	-	(264,464)	*
CIBF 2012	6,252	7,833	214,329	57,136	285,550	-	(285,550)	*
CIBF 2013	1,064	1,312	251,928	109,465	363,769	-	(363,769)	*
CIBF 2014 (CO)	4,860	5,997	348,918	106,219	465,994	-	(465,994)	*
CIBF 2014 (GO)	125	155	196	214	690	-	(690)	*
CIBF 2015	20,005	24,687	30,116	29,643	104,451	-	(104,451)	*
CIBF 2015-A	14,283	17,627	344,701	123,626	500,237	-	(500,237)	*
CIBF 2016 & 2017 (DPCDC)	23,765	344,866	143,567	348,869	861,067	-	(861,067)	*
CIBF 2016-A	19,844	24,490	312,219	138,165	494,718	-	(494,718)	*
CIBF 2017-A	4,581	17,742	191,789	91,815	305,927	-	(305,927)	*
Total Revenue	107,202	460,274	2,061,041	1,064,282	3,692,799	-	(3,692,799)	*
EXPENDITURE SUMMARY:								
CIBF 2005	881	1,105	1,399	2,220	5,605	-	(5,605)	*
CIBF 2007	19,883	59,015	304,632	416,228	799,758	-	(799,758)	*
CIBF 2010	204,644	5,819	1,782,167	172,227	2,164,857	-	(2,164,857)	*
CIBF 2011	-	310,650	70,300	50,363	431,313	-	(431,313)	*
CIBF 2012	-	1,982,956	331,234	55,976	2,370,166	-	(2,370,166)	*
CIBF 2013	-	47,850	274,400	333,973	656,223	-	(656,223)	*
CIBF 2014 (CO)	6,970	-	1,917,373	149,769	2,074,112	-	(2,074,112)	*
CIBF 2014 (GO)	125	155	196	214	690	-	(690)	*
CIBF 2015	203,365	476,181	257,672	765,701	1,702,919	-	(1,702,919)	*
CIBF 2015-A	19,405	4,633	102,412	2,313,669	2,440,119	-	(2,440,119)	*
CIBF 2016 & 2017 (DPCDC)	275,684	666,794	3,153,877	4,212,918	8,309,273	-	(8,309,273)	*
CIBF 2016-A	18,380	234,828	106,663	109,368	469,239	-	(469,239)	*
CIBF 2017-A	118,961	76,108	967,984	680,261	1,843,314	-	(1,843,314)	*
Total Expenditures	868,298	3,866,094	9,270,309	9,262,887	23,267,588	-	(23,267,588)	*
CIBF Revenues O/(U) Expenditures	\$ (761,096)	\$ (3,405,820)	\$ (7,209,268)	\$ (8,198,605)	\$ (19,574,789)	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 20,764,290	\$ 20,003,194	\$ 16,597,374	\$ 9,388,106	\$ 20,764,290
Revenues Over/(Under) Expenditures	(761,096)	(3,405,820)	(7,209,268)	(8,198,605)	(19,574,789)
Ending Fund Balance	\$ 20,003,194	\$ 16,597,374	\$ 9,388,106	\$ 1,189,501	\$ 1,189,501

Ending Fund Balance by Fund:

23 - Series 2016 & 2017 (DPCDC)	\$ 8,229,321	\$ 7,907,393	\$ 4,897,083	\$ 1,033,034	\$ 1,033,034
26 - Series 2015	6,874,482	6,422,989	6,195,432	5,459,374	5,459,374
27 - Series 2014 GO	-	-	-	-	-
28 - Series 2013	(173,978)	(220,516)	(242,988)	(467,496)	(467,496)
29 - Series 2012	118,475	(1,856,649)	(1,973,553)	(1,972,393)	(1,972,393)
32 - Series 2010	2,384,951	2,384,951	607,612	435,384	435,384
34 - Series 2007	1,704,340	1,651,648	1,354,679	945,098	945,098
35 - Series 2005	321,268	321,268	321,268	320,625	320,625
39 - Series 2011	274,532	(33,800)	105,289	105,832	105,832
48 - Series 2014 CO	129,401	135,398	(1,433,057)	(1,476,607)	(1,476,607)
49 - Series 2015-A	171,367	184,362	426,650	(1,763,392)	(1,763,392)
51 - Series 2016-A	83,414	(126,925)	78,632	107,429	107,429
52 - Series 2017-A	(114,379)	(172,745)	(948,941)	(1,537,387)	(1,537,387)
Total CIBF	\$ 20,003,194	\$ 16,597,374	\$ 9,388,106	\$ 1,189,501	\$ 1,189,501

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 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 %
<u>WATER/SEWER FUND</u>								
REVENUE SUMMARY:								
Service Fees	\$ 1,822,749	\$ 2,569,514	\$ 2,592,702	\$ 4,015,706	\$ 11,000,671	\$ 10,821,161	\$ (179,510)	**
Permits & Licenses	6,647	9,841	15,507	11,876	43,871	75,000	31,129	41.51%
Other	12,742	6,814	9,113	20,615	49,284	274,305	225,021	82.03%
Total Revenue	1,842,138	2,586,169	2,617,322	4,048,197	11,093,826	11,170,466	76,640	0.69%
EXPENDITURE SUMMARY:								
Public Works Administration	156,615	156,530	55,803	74,326	443,274	414,365	(28,909)	**
Water Maintenance	255,206	589,731	310,938	536,221	1,692,096	2,120,463	428,367	20.20%
Central Collections	110,509	182,289	162,782	161,817	617,397	678,876	61,479	9.06%
Meter Readers	66,087	78,288	71,467	88,974	304,816	327,426	22,610	6.91%
Wastewater Treatment	207,704	318,800	224,149	381,333	1,131,986	1,433,972	301,986	21.06%
Water Treatment Plant	408,982	839,301	832,362	1,022,979	3,103,624	3,829,371	725,747	18.95%
Employee Benefits	33,385	9,487	9,818	6,606	59,296	90,430	31,134	34.43%
Paying Agent Fees	1,889	299	-	5,200	7,388	6,500	(888)	**
Principal Payments	-	954,540	168,436	-	1,122,976	1,289,575	166,599	12.92%
Interest Expense	-	390,482	6,325	400,479	797,286	880,067	82,781	9.41%
Transfer to Debt Service Fund	-	-	-	-	-	-	-	*
Transfer to General Fund	-	-	-	-	-	-	-	*
Transfer to Funds 46 & 47	-	107,681	-	-	107,681	99,421	(8,260)	**
Total Expenditures	1,240,377	3,627,428	1,842,080	2,677,935	9,387,820	11,170,466	1,782,646	15.96%
Water/Sewer Fund Revenues O/(U) Expenditures	\$ 601,761	\$ (1,041,259)	\$ 775,242	\$ 1,370,262	\$ 1,706,006	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 21,245,441	\$ 21,847,202	\$ 20,805,943	\$ 21,581,185	\$ 21,245,441
Revenues Over/(Under) Expenditures	601,761	(1,041,259)	775,242	1,370,262	1,706,006
Ending Fund Balance	\$ 21,847,202	\$ 20,805,943	\$ 21,581,185	\$ 22,951,447	\$ 22,951,447

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 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 %
<u>OTHER UTILITY FUNDS</u>								
REVENUE SUMMARY:								
TWDB Series 2002	\$ 17	\$ 107,693	\$ 17,732	\$ 17,732	\$ 143,174	\$ -	\$ (143,174)	*
Wastewater/Sanitary Sewer - Series 2002	76	96	564,640	33,905	598,717	-	(598,717)	*
Storm Water Utility Fund	57,111	85,247	84,655	112,739	339,762	337,500	(2,262)	**
Total Revenue	57,204	193,036	667,037	164,376	1,081,653	337,500	(744,153)	**
EXPENDITURE SUMMARY:								
TWDB Series 2002	-	4,250	20,682	17,732	42,664	-	(42,664)	*
Wastewater/Sanitary Sewer - Series 2002	57	-	42,581	33,887	76,525	-	(76,525)	*
Storm Water Utility Fund	59,770	43,077	63,494	29,105	195,446	337,500	142,054	42.09%
Total Expenditures	59,827	47,327	126,757	80,724	314,635	337,500	22,865	6.77%
Other Utility Funds Revenues O/(U) Expenditures	\$ (2,623)	\$ 145,709	\$ 540,280	\$ 83,652	\$ 767,018	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 3,861,275	\$ 3,858,652	\$ 4,004,361	\$ 4,544,641	\$ 3,861,275
Revenues Over/(Under) Expenditures	(2,623)	145,709	540,280	83,652	767,018
Ending Fund Balance	\$ 3,858,652	\$ 4,004,361	\$ 4,544,641	\$ 4,628,293	\$ 4,628,293

Ending Fund Balance by Fund:

25 - Storm Water Utility Fund	\$ (15,320)	\$ 26,850	\$ 48,021	\$ 131,655	\$ 131,655
43 - 2000 Sewer Rehab	511,088	511,088	511,088	511,088	511,088
46 - 2002 TWDB	2,175,251	2,278,694	2,275,744	2,275,744	2,275,744
47 - 2002 WW SS	1,187,633	1,187,729	1,709,788	1,709,806	1,709,806
	\$ 3,858,652	\$ 4,004,361	\$ 4,544,641	\$ 4,628,293	\$ 4,628,293

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 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 %
CAPITAL IMPROVEMENTS FUND								
REVENUE SUMMARY:								
Other	\$ 378	\$ 474	\$ 601	\$ 681	\$ 2,134	\$ 7,226,200	\$ 7,224,066	99.97%
Total Revenue	378	474	601	681	2,134	7,226,200	7,224,066	99.97%
EXPENDITURE SUMMARY:								
General Government	918,229	1,320,623	654,892	745,487	3,639,231	3,622,440	(16,791)	**
Fire Department	-	-	157,000	-	157,000	157,000	-	**
Planning & Development	-	-	-	-	-	-	-	*
Street Maintenance	22,655	107,666	356,086	1,255,602	1,742,009	1,933,813	191,804	9.92%
Storm Water	-	-	-	-	-	-	-	*
Park Maintenance	-	-	55,898	53,958	109,856	919,947	810,091	88.06%
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	2,055,047	5,824,362	7,226,200	1,401,838	19.40%
Capital Improvements Fund Revenues O/(U)								
Expenditures	\$ (940,506)	\$ (1,473,515)	\$ (1,353,841)	\$ (2,054,366)	\$ (5,822,228)	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 8,114,128	\$ 7,173,622	\$ 5,700,107	\$ 4,346,266	\$ 8,114,128
Revenues Over/(Under) Expenditures	(940,506)	(1,473,515)	(1,353,841)	(2,054,366)	(5,822,228)
Ending Fund Balance	\$ 7,173,622	\$ 5,700,107	\$ 4,346,266	\$ 2,291,900	\$ 2,291,900

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
DETAIL OF CAPITAL IMPROVEMENTS FUND EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 30, 2018 (UNAUDITED)

	Quarter Results				Year-to-Date vs. Annual Budget			
	Qtr 1 12/31/2017	Qtr 2 1/0/1900	Qtr 3 6/30/2018	Qtr 4 9/30/2018	YTD Actual	Amended Budget	Remaining Budget	Remaining Budget %
<u>General Government</u>								
New City Hall	\$ 918,229	\$ 1,255,480	\$ 651,258	\$ 745,487	\$ 3,570,454	\$ 3,122,440	\$ (448,014)	-14.35%
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	1,255,602	1,486,500	1,633,813	147,313	9.02%
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	-	-	-	53,958	53,958	100,000	46,042	46.04%
Repave Pony Field Parking Lot (P-Street)	-	-	-	-	-	100,000	100,000	100.00%
Girls 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	163,119	107,221	65.73%
<u>Recreation</u>								
Replace Marquee Sign - Community Center	-	-	48,762	-	48,762	56,000	7,238	12.93%
<u>Athletics & 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%
Total Expenditures	\$ 940,884	\$ 1,473,989	\$ 1,354,442	\$ 2,055,047	\$ 5,824,362	\$ 7,226,200	\$ 1,401,838	19.40%

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 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 %
<u>FIDUCIARY FUNDS</u>								
REVENUE SUMMARY:								
LEPC Fund	\$ 23,936	\$ 28,374	\$ 58	\$ -	\$ 52,368	\$ -	\$ (52,368)	*
Senior Citizens Fund	308	386	489	554	1,737	-	(1,737)	*
Total Revenue	24,244	28,760	547	554	54,105	-	(54,105)	*
EXPENDITURE SUMMARY:								
LEPC Fund	15,592	34,598	137,438	-	187,628	-	(187,628)	*
Senior Citizens Fund	-	-	-	-	-	-	-	*
Total Expenditures	15,592	34,598	137,438	-	187,628	-	(187,628)	*
Fiduciary Funds Revenues O/(U) Expenditures	\$ 8,652	\$ (5,838)	\$ (136,891)	\$ 554	\$ (133,523)	\$ -		

FUND BALANCE

Beginning Fund Balance - LEPC Fund	\$ 135,308	\$ 143,652	\$ 137,428	\$ 48	\$ 135,308
Revenues Over/(Under) Expenditures	8,344	(6,224)	(137,380)	-	(135,260)
Ending Fund Balance - LEPC Fund	\$ 143,652	\$ 137,428	\$ 48	\$ 48	\$ 48
Beginning Fund Balance - Senior Citizens Fund	\$ 113,104	\$ 113,412	\$ 113,798	\$ 114,287	\$ 113,104
Revenues Over/(Under) Expenditures	308	386	489	554	1,737
Ending Fund Balance - Senior Citizens Fund	\$ 113,412	\$ 113,798	\$ 114,287	\$ 114,841	\$ 114,841

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 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 %
SPECIAL REVENUE DISTRICTS								
REVENUE SUMMARY:								
Crime Control and Prevention District	\$ 144,793	\$ 421,656	\$ 436,730	\$ 639,609	\$ 1,642,788	\$ 2,042,096	\$ 399,308	19.55%
Fire Control Prevention and EMS District	158,869	433,139	452,177	648,622	1,692,807	3,810,343	2,117,536	55.57%
Total Revenue	303,662	854,795	888,907	1,288,231	3,335,595	5,852,439	2,516,844	43.01%
EXPENDITURE SUMMARY:								
Crime Control and Prevention District	332,722	187,696	388,868	226,593	1,135,879	2,042,096	906,217	44.38%
Fire Control Prevention and EMS District	308,733	388,890	331,688	570,316	1,599,627	3,810,343	2,210,716	58.02%
Total Expenditures	641,455	576,586	720,556	796,909	2,735,506	5,852,439	3,116,933	53.26%
Special Revenue Districts Revenues O/(U) Expenditures	\$ (337,793)	\$ 278,209	\$ 168,351	\$ 491,322	\$ 600,089	\$ -		
<hr/>								
FUND BALANCE								
Beginning Fund Balance - CCPD	\$ 4,393,534	\$ 4,205,605	\$ 4,439,565	\$ 4,487,427	\$ 4,393,534			
Revenues Over/(Under) Expenditures	(187,929)	233,960	47,862	413,016	506,909			
Ending Fund Balance - CCPD	\$ 4,205,605	\$ 4,439,565	\$ 4,487,427	\$ 4,900,443	\$ 4,900,443			
Beginning Fund Balance - FCPEMSD	\$ 3,110,284	\$ 2,960,420	\$ 3,004,669	\$ 3,125,158	\$ 3,110,284			
Revenues Over/(Under) Expenditures	(149,864)	44,249	120,489	78,306	93,180			
Ending Fund Balance - FCPEMSD	\$ 2,960,420	\$ 3,004,669	\$ 3,125,158	\$ 3,203,464	\$ 3,203,464			

* Line item not budgeted.

** YTD actual exceeds budget.

CITY OF DEER PARK
SUMMARY STATEMENT OF REVENUES & EXPENDITURES
TWELVE MONTHS ENDED SEPTEMBER 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 %
DEER PARK COMMUNITY DEVELOPMENT CORPORATION								
REVENUE SUMMARY:								
Taxes	\$ 301,832	\$ 851,596	\$ 856,383	\$ 1,304,229	\$ 3,314,040	\$ 2,700,000	\$ (614,040)	--
Other	307	305	232	654	1,498	900	(598)	--
Total Revenue	302,139	851,901	856,615	1,304,883	3,315,538	2,700,900	(614,638)	--
EXPENDITURE SUMMARY:								
Operating Expenditures	-	2,000	-	-	2,000	123,900	121,900	98.39%
Transfer for Pay-As-You-Go Expenditures	-	315,466	109,687	326,327	751,480	182,638	(568,842)	--
Transfer to Debt Service Fund	-	-	1,954,493	69,865	2,024,358	2,394,362	370,004	15.45%
Total Expenditures	-	317,466	2,064,180	396,192	2,777,838	2,700,900	(76,938)	--
Deer Park Community Development Corporation								
Fund Revenues O/(U) Expenditures	\$ 302,139	\$ 534,435	\$ (1,207,565)	\$ 908,691	\$ 537,700	\$ -		

FUND BALANCE

Beginning Fund Balance	\$ 3,241,872	\$ 3,544,011	\$ 4,078,446	\$ 2,870,881	\$ 3,241,872
Revenues Over/(Under) Expenditures	302,139	534,435	(1,207,565)	908,691	537,700
Ending Fund Balance	\$ 3,544,011	\$ 4,078,446	\$ 2,870,881	\$ 3,779,572	\$ 3,779,572

* 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	
	Ad Valorem *	Industrial	Ad Valorem *	Industrial	Ad Valorem *	Industrial
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	-	85,127	-
Aug	32,164	-	15,318	-	47,472	-
Sep	25,100	-	(226,111)	-	19,008	-
Total	<u>\$ 16,444,309</u>	<u>\$ 13,628,122</u>	<u>\$ 17,901,589</u>	<u>\$ 13,058,596</u>	<u>\$ 18,771,045</u>	<u>\$ 11,316,198</u>
YTD	<u>\$ 16,444,309</u>	<u>\$ 13,628,122</u>	<u>\$ 17,901,589</u>	<u>\$ 13,058,596</u>	<u>\$ 18,771,045</u>	<u>\$ 11,316,198</u>
% of Budget	105.86%	106.48%	101.87%	113.27%	103.62%	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%	103.62%	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	517,106	146,670	137,048	120,073	145,729	138,851	124,630
Aug	Jun	722,409	539,270	534,090	192,621	133,257	131,922	191,471	139,741	134,837
Sep	Jul	1,563,678	1,561,136	1,563,853	415,998	387,025	381,722	409,516	400,241	388,734
Total		<u>\$ 6,553,553</u>	<u>\$ 6,425,345</u>	<u>\$ 6,639,058</u>	<u>\$ 1,688,740</u>	<u>\$ 1,607,891</u>	<u>\$ 1,636,210</u>	<u>\$ 1,674,270</u>	<u>\$ 1,639,119</u>	<u>\$ 1,691,438</u>
YTD		<u>\$ 6,553,553</u>	<u>\$ 6,425,345</u>	<u>\$ 6,639,058</u>	<u>\$ 1,688,740</u>	<u>\$ 1,607,891</u>	<u>\$ 1,636,210</u>	<u>\$ 1,674,270</u>	<u>\$ 1,639,119</u>	<u>\$ 1,691,438</u>
% of Budget		117.03%	110.78%	113.49%	134.03%	121.81%	119.71%	132.88%	124.18%	123.75%
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%	113.49%	134.03%	121.81%	119.71%	132.88%	124.18%	123.75%

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	256,298
Aug	Jun	361,193	269,622	267,032
Sep	Jul	780,916	779,680	780,900
Total		<u>\$ 3,271,782</u>	<u>\$ 3,207,725</u>	<u>\$ 3,314,040</u>
YTD		<u>\$ 3,271,782</u>	<u>\$ 3,207,725</u>	<u>\$ 3,314,040</u>
% of Budget		142.25%	133.66%	122.74%
Budget		\$ 2,300,000	\$ 2,400,000	\$ 2,700,000
% of Budget		142.25%	133.66%	122.74%

The following is an approximation of sales tax revenue by category based on a 16-year average from 2002-2017. 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	33.74%
Wholesale	17.68%
Manufacturing	13.92%
Accommodation/Food Service	10.97%
Construction	8.33%
Real Estate/Rental/Leasing	6.68%
All Other	8.68%

**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	101,466	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	44,952
Aug	258,628	265,450	358,842
Sep	<u>311,173</u>	<u>302,882</u>	<u>151,364</u>
Total	<u>\$ 2,129,053</u>	<u>\$ 2,095,518</u>	<u>\$ 2,045,948</u>
YTD	<u>\$ 2,129,053</u>	<u>\$ 2,095,518</u>	<u>\$ 2,045,948</u>
% of Budget	96.78%	102.22%	104.92%
Budget	<u>\$ 2,200,000</u>	<u>\$ 2,050,000</u>	<u>\$ 1,950,000</u>
% of Budget	96.78%	102.22%	104.92%

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</u>	<u>Debt</u>	<u>Fiscal Year Debt Service Payments</u>			
	<u>Issuance</u>	<u>Outstanding</u>	<u>Principal</u>	<u>Interest 3/15</u>	<u>Interest 9/15</u>	<u>Total</u>
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		<u>\$ 78,120,000</u>	<u>\$ 6,030,000.00</u>	<u>\$ 1,154,337.67</u>	<u>\$ 1,111,004.25</u>	<u>\$ 8,295,341.92</u>

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

* \$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		\$ 78,370,000	\$ 6,280,000.00	\$ 1,158,587.67	\$ 1,111,004.25	\$ 8,549,591.92

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>
General Fund						
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
		52,076,122	4,984,425.00	764,006.44	715,108.05	6,463,539.49
Water/Sewer Fund						
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
		26,293,878	1,295,575.00	394,581.23	395,896.20	2,086,052.43
		\$ 78,370,000	\$ 6,280,000.00	\$ 1,158,587.67	\$ 1,111,004.25	\$ 8,549,591.92

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 2016		FY 2017		FY 2018	
	<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>
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	115,051	98,802
Aug	101,828	89,926	95,562	82,190	95,891	80,527
Sep	104,285	88,342	92,253	80,658	115,808	88,528
Total	<u>1,086,591</u>	<u>972,645</u>	<u>1,092,064</u>	<u>974,726</u>	<u>1,110,386</u>	<u>977,459</u>
YTD	<u>1,086,591</u>	<u>972,645</u>	<u>1,092,064</u>	<u>974,726</u>	<u>1,110,386</u>	<u>977,459</u>

* Includes water and irrigation meters



Legislation Details (With Text)

File #: DIS 18-175 **Version:** 1 **Name:**

Type: Discussion **Status:** Agenda Ready

File created: 12/13/2018 **In control:** City Council Workshop

On agenda: 12/18/2018 **Final action:**

Title: Discussion of issues relating to the Youth Sports Organization Utilization Agreement addendums and project updates.

Sponsors:

Indexes:

Code sections:

Attachments: [Sports Organization Utilization Agreement - Softball - FINAL112918](#)
[Sports Organization Utilization Agreement - Soccer - FINAL112918](#)
[ADDENDUM TO CONTRACT - DPSFC](#)
[ADDENDUM TO CONTRACT - DPGS](#)

Date	Ver.	Action By	Action	Result
12/18/2018	1	City Council Workshop		

Discussion of issues relating to the Youth Sports Organization Utilization Agreement addendums and project updates.

The attached addendums are required to meet facility usage due to prolonged construction on the renovated Deer Park Girls Softball complex and the newly constructed Deer Park Soccer Complex. Also in discussion will be an update on the Soccer and Girls Softball Type B DPCDC projects.

None at this time

Discussion only in Workshop.



City of Deer Park

Parks and Recreation Department

Sport Organization Utilization Agreement

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 comprehensive annual report, prior to October 31st of each year.
 - ii. That the Organization provide the annual report prior to the start of the season:
 - 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.

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. Non-recreational teams who are associated with the league through approved written consent from the Organization's board may utilize facilities at the discretion of the Organization.
 - i. If the Organization has identified non-recreational teams to utilize facilities, than the Organization's In-Lieu of payment will cover those associated cost with the non-recreational team usage.
9. 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.

10. The Organization WILL NOT collect admission fees nor require the public to pay other charges to attend practice, games or recreational and non-recreational tournaments at City facilities per City ordinance.
11. 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
 - 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.
12. 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.
13. 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.
14. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
15. 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.
16. 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.

17. 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.

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.
 - 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.
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.

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.
8. Furnish trash receptacles and trash liners.
 - i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.
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.
10. Maintain all parking areas.
11. Provide utility services for facilities including electrical, water and sewer where required.
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.
13. The City retains the right and privilege to enter and inspect all buildings and premises at any time.
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.
15. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
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.
17. The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.
18. The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

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 31st 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 1st, April 1st, July 1st, October 1st).
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.
8. Usage of facilities from November 1 through January 30 may result in a breach of contract.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.

- ii. The Organization is responsible for securing batting cages and maintenance of batting cage nets.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.
- 23. 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.
- 24. 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 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.
- 25. 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.
- 26. Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
- 27. 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.**
- 28. 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.
- 29. 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.
- 30. The Organization is authorized to use a City facility location, dependent on availability, and approval from the Parks and Recreation Department. :
- 31. 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 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 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.
 - 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.
- 4. Facilities for tournaments are available for rental beginning March 1 – October 31 of each year.
 - i. Usage of facilities from November 1 through January 30 may result in breach of contract.
- 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.
- 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.
7. Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.
8. All policies and regulations that apply to the Organization listed in the lease agreement apply to all.
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.
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.

Field Rental Costs (RESIDENTS/NON-TOURNAMENT USAGE):

Field Usage: \$25 for 2 hours

Tournament usage: \$25 per hour per field

Deposit: \$250

Field Lights: \$10 hour per field

Field Rental Costs (NON-RESIDENT USAGE):

Field Usage: \$50 for 2 hours

Deposit: \$250

Field Lights: \$10 hour per field

Field Rental Costs (THIRD PARTY TOURNAMENT USAGE):

Field Usage: \$250 per field per day

Tournament deposit: \$500

Field Lights: \$10 hour per field

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:

- 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.

J. 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.
- 7. Signed copy of Lease Agreement for each athletic complex associated with this agreement.

K. Facility Usage

The following facilities will be used for this contractual agreement:

- 1. Six (6) fields located at Girls Softball Complex (upon completion)
- 2. Batting cages located at Girls Softball Complex
- 3. The Concession/Restroom/Meeting room building
- 4. Maintenance/Storage buildings located at 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)

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: _____

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 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 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.

LEASE AGREEMENT

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

This Lease Agreement entered into by and between City of Deer Park, hereinafter called *Lessor*, and **DEER PARK GIRLS SOFTBALL ASSOCIATION**, hereinafter called *Lessee* (whether one or more).

W I T N E S S E T H:

(1)

Lessor hereby leases, demises and lets unto *Lessee* the following premises, **GIRLS SOFTBALL COMPLEX**, located at **501 W. X ST.**, (hereinafter sometimes called demised premises) at Deer Park, Harris County, Texas, to be used and occupied as a **CONCESSION, MEETING SPACE, RESTROOMS AND STORAGE.**

(2)

TERM OF LEASE. The initial term of this lease is for a period of **1** year beginning **JANUARY 1, 2019**, and expiring on **DECEMBER 31, 2019**.

(3)

RENTAL. As rental for the use of the leased premises, *Lessee* agrees to pay to *Lessor* rental to be computed as follows:

(a) A minimum guaranteed annual rental of **\$0 DOLLARS** per year payable in monthly installments of **\$0**.

(b) It is specially agreed and understood that *Lessee's* agreement for usage of the premises shall in no way constitute the *Lessor* as partner in the enterprise of business of *Lessee*, or make *Lessor* in any way responsible for the operation and liabilities of *Lessee*, or give *Lessor* any control of the business or enterprise of *Lessee* conducted on such leased premises.

(4)

SECURITY DEPOSIT. Lessor herewith acknowledges receipt of **\$100 AND NO/100 DOLLARS**, which Lessor is to retain as a security deposit for Lessee's faithful performance of this lease. Lessor is not obligated to apply the deposit on rents or other charges as in arrears or on damages for Lessee's failure to perform the lease. The security deposit, if not applied toward payment of arrearages or damages as herein provided is to be returned to the Lessee when this lease is terminated and after Lessee has vacated the premises and delivered possession to Lessor.

If Lessor repossesses the premises because of Lessee's default or breach, Lessor may apply the deposit on all damages suffered to the date of the repossession and may retain the remainder to apply on such damages as may be suffered thereafter by reason of the default or breach. Lessor shall not be obliged to keep the security as a separate fund, but may mix it with its own funds.

(5)

USE OF PREMISES. The premises covered by this lease, during the continuance of this lease, shall be used by *Lessee* as set out in paragraph (1) hereinabove and for no other purpose without the consent of *Lessor*. The *Lessee* shall comply promptly with all statutes, ordinances, lawful orders and regulations of every governmental authority affecting the use by *Lessee* of the demised premises. *Lessee* may install all equipment necessary to performs *Lessee's* operations.

(6)

CARE OF PREMISES. The *Lessee* shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to the public and shall keep the premises under *Lessee's* control, including the sidewalks adjacent to the premises, clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the leased premises and designated trash and garbage disposal areas. The *Lessee* will not burn any trash of any kind in or about the premises. The *Lessee* shall not use or permit the use of any portion of said premises as sleeping apartments, lodging rooms, or for any unlawful purpose or purposes.

(7)

MAINTENANCE. *Lessor* shall keep the foundation, exterior structure and roof of the leased premises in as good repair and condition as it exists at the beginning of this lease. *Lessee* shall not be called upon to make any other improvements or repairs of any kind upon said premises, and said premises shall at all times be kept in good order, condition and repair by *Lessee*. The premises shall also be kept in a clean, sanitary and safe condition in accordance with the laws of the State of Texas, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other property officers of the governmental agencies having jurisdiction. It is the responsibility of the *Lessee* to inspect leased facilities during the duration of the agreement and report maintenance issues to the *Lessor* as soon as possible.

(8)

IMPROVEMENTS TO PREMISES. All alterations, additions and permanent improvements which may be made or installed by *Lessee* upon the premises shall be the property of the *Lessor* and shall remain upon and be surrendered with the premises as a part thereof, without molestation, disturbance or injury at the termination of this lease, it being specifically understood that all air conditioning, heating and lighting equipment installed in the premises are to remain the property of the *Lessor*. Any linoleum, carpet or other floor covering of a similar

character which may be cemented or otherwise affixed to the floor of the herein leased premises shall be and become the property of the *Lessor*. All alterations, additions and permanent improvements which may be made or installed by Lessee without the written consent of *Lessor*.

(9)

COVENANT TO HOLD HARMLESS. *Lessor* shall be defended and held harmless by *Lessee* from any liability for damages to any person or any third party property in or upon said premises resulting from the negligent acts or omissions of the *Lessee*. It is understood and believed that all property kept, stored or maintained in the leased premises shall be so kept, stored, or maintained at the risk of *Lessee* only. *Lessee* shall not suffer or give cause for the filing of any lien against the herein leased premises.

(10)

PUBLIC LIABILITY INSURANCE. *Lessee* agrees to obtain and maintain at its sole cost and expense public liability insurance and property damage insurance to protect *Lessor* and *Lessee* against loss or damage from the claims of all persons who may be in or on the leased premises by the invitation, consent or sufferance of *Lessee*. Such public liability insurance shall have minimum bodily injury limits of \$100,000.00 for each person and \$300,000.00 for each accident and property damage limits of \$50,000.00 for each accident with respect to any accident with respect to any accident occurring on the leased premises. *Lessee* shall furnish *Lessor* certificates of all insurance coverage.

(11)

CASUALTY INSURANCE. The *Lessee* shall not carry any stock of goods or material or do anything in or about said premises which will in any way tend to increase the insurance rates on said premises. The *Lessee* agrees to pay as additional rental any increase in premium for insurance against loss by fire and extended coverage that may be charged during the term of this lease on the amount of insurance to be carried by *Lessor* on said premises resulting from the business carried on in the leased premises by the *Lessee*, whether or not *Lessor* has consented to the same. If *Lessee* installs any electrical equipment that overloads the lines in the herein leased premises, the *Lessee* shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

(12)

ABUSE OF PLUMBING AND WALLS. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this provision shall be borne by *Lessee*, who shall, or whose employees, agent, invitees, or licensees shall have caused it. *Lessee*, its employees or agent, shall not make, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or iron work without the written consent of *Lessor*.

(13)

ASSIGNMENT. *Lessee* agrees not to assign or in any way transfer this lease, or any estate or interest therein, without the previous written consent of the *Lessor*, and not to sublet said premises or any part thereof or allow anyone to come in with, through, or under it with like consent. *Lessor*, however, may assign, hypothecate or otherwise transfer this lease or any interest therein.

(14)

ACCESS TO PREMISES. *Lessor* shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same.

(15)

SIGNS. The *Lessee* shall not erect or install any exterior window or door signs or advertising media or window or door lettering or placards without the previous consent of *Lessor*. *Lessee* agrees not to use any advertising media that shall be deemed objectionable to *Lessor*, such as loud speakers, phonograph or radio broadcast in a manner to be heard outside of the leased premises. *Lessee* shall not make any alterations, changes or additions in or to said premises without the previous written consent of the *Lessor*.

(16)

LESSEE PARKING. The *Lessee* shall, keep all vehicles parked in designated driveways and parking areas and shall not park their vehicles directly in front of any of the buildings, and *Lessee* agrees that patrons will comply with such reasonable parking regulations as *Lessor* may promulgate for the patrons of all *Lessees* in the facilities where the same are designed to assure the maximum availability of the parking area for the clients, customers, and patients of such *Lessees*.

(17)

DAMAGE. In the case the leased premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended coverage insurance as to become partially or totally untenable, then the *Lessor* may, if he so elects, rebuild and put the same premises in good condition and fit for occupancy within a reasonable time after such total or partial destruction or *Lessor* may give written notice to *Lessee* terminated up to the date of destruction. If *Lessor* elects to repair or rebuild said premises, *Lessor* shall give the *Lessee* notice thereof within thirty (30) days after such damage or destruction of his intention so to do. Upon termination *Lessee's* obligations hereunder shall cease.

(18)

WAIVER. One or more waivers of any covenant or condition by the *Lessor* shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by the *Lessor* to or of any act by the *Lessee* requiring the *Lessor's* consent or approval shall not be deemed to waive or render unnecessary the *Lessor's* consent or approval to or of any subsequent similar act by the *Lessee*.

(19)

NOTICE. Whenever, under this lease, a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to *Lessee* is in writing addressed to *Lessee* at the last known post office address of *Lessee* or at the leased premises and sent by registered mail with postage prepaid, and if such notice to *Lessor* is in writing, addressed to the last known post office address of *Lessor* and sent by registered mail with postage prepaid. The address of:

Lessor: City of Deer Park

Lessee: **DEER PARK GIRLS SOFTBALL ASSOCIATION**

to which address, until changed as herein provided, all notices required shall be mailed. It shall be the duty of both parties, upon any change of address, to notify the other party of such change, giving in such notice its or their names and addresses and which notice shall likewise be given by registered mail.

MISCELLANEOUS. The remedies, waivers and limitations on liability set forth in this agreement are exclusively and shall apply regardless of legal theory, negligence, strict liability or breach of contract.

IN WITNESS WHEREOF, the *Lessor* and *Lessee* have executed this Lease Contract in duplicate originals on this the _____ day of _____, 2018.

Lessor:

City of Deer Park

By:_____

Lessee:

*

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared *, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2018.

Notary Public in and for the
State of **TEXAS**

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared *, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2018.

Notary Public in and for the
State of **TEXAS**



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:
 - 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 comprehensive annual report, prior to October 31st of each year.
 - ii. That the Organization provide the annual report prior to the start of the season:
 - 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.

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.
7. Non-recreational teams who are associated with the league through approved written consent from the Organization's board may utilize facilities at the discretion of the Organization.
 - i. If the Organization has identified non-recreational teams to utilize facilities, than the Organization's In-Lieu of payment will cover those associated cost with the non-recreational team usage.
8.

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 and non-recreational tournaments at City facilities per City ordinance.

10. 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
 - 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 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.
 - i. 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. 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.

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.
 - 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.
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.
 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.
- 8. Furnish trash receptacles and trash liners.
 - i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.
- 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.
- 10. Maintain all parking areas.
- 11. Provide utility services for facilities including electrical, water and sewer where required.
- 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.
- 13. The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- 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.
- 15. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- 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.
- 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.
- 18. The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

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 31st 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 1st, April 1st, July 1st, October 1st).
 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.
 8. Usage of facilities from December 15 through February 1 and June 15 through August 1 may result in a breach of contract.
 9. 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 val
 10. 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.
 11. 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.
 12. 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.
 13. 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.

14. 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.
15. 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.
16. 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.
17. 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. 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.
19. 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.
- 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
20. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.
21. 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. 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.
23. 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. 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.**
25. 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.
26. 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.
27. The Organization is authorized to use a City facility location, dependent on availability, and facility availability :
28. 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 February 1 - June 15 and August 1 – December 15 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.
 - 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.
4. Facilities for tournaments are available for rental beginning February 1 - June 15 and August 1 – December 15 of each year.
 - i. Usage of facilities from December 15 through February 1 and June 15 through August 1 may result in a breach of contract.
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.
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.
7. Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.
8. All policies and regulations that apply to the Organization listed in the lease agreement apply to all.
9. The City may allow third party users to utilize facilities for practices, games and tournaments beginning February 1 - June 15 and August 1 – December 15 of each year.
 - i. If approved by the Parks and Recreation Department, facilities may be utilized outside of the scheduled use.
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.

Field Rental Costs (RESIDENTS/NON-TOURNAMENT USAGE):

Field Usage: \$25 for 2 hours

Tournament usage: \$25 per hour per field

Deposit: \$250

Field Lights: \$10 hour per field

Field Rental Costs (NON-RESIDENT USAGE):

Field Usage: \$50 for 2 hours

Deposit: \$250

Field Lights: \$10 hour per field

Field Rental Costs (THIRD PARTY TOURNAMENT USAGE):

Field Usage: \$250 per field per day

Tournament deposit: \$500

Field Lights: \$10 hour per field

H. Rain-out Policy

1. Organization must abide by the City adopted Rain-out 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:

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.

J. 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.
7. Signed copy of Lease Agreement for each athletic complex associated with this agreement.

K. 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. The Concession/Restroom/Meeting/Storage at Deer Park Soccer Complex
5. Multi-purpose field located at the Adult Sports Complex (If needed and with written approval from Parks and Recreation Department)

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: _____

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 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.

LEASE AGREEMENT

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

This Lease Agreement entered into by and between City of Deer Park, hereinafter called *Lessor*, and **DEER PARK SOCCER FC**, hereinafter called *Lessee* (whether one or more).

W I T N E S S E T H:

(1)

Lessor hereby leases, demises and lets unto *Lessee* the following premises, **DEER PARK SOCCER COMPLEX**, located at **901 EAST BLVD** (hereinafter sometimes called demised premises) at Deer Park, Harris County, Texas, to be used and occupied as a **CONCESSION, RESTROOMS, MEETING SPACE, AND STORAGE.**

(2)

TERM OF LEASE. The initial term of this lease is for a period of **1** year beginning **JANUARY 1, 2019**, and expiring on **DECEMBER 31, 2019**.

(3)

RENTAL. As rental for the use of the leased premises, *Lessee* agrees to pay to *Lessor* rental to be computed as follows:

(a) A minimum guaranteed annual rental of **\$0 DOLLARS** per year payable in monthly installments of **\$0**.

(b) It is specially agreed and understood that *Lessee's* agreement for usage of the premises shall in no way constitute the *Lessor* as partner in the enterprise of business of *Lessee*, or make *Lessor* in any way responsible for the operation and liabilities of *Lessee*, or give *Lessor* any control of the business or enterprise of *Lessee* conducted on such leased premises.

(4)

SECURITY DEPOSIT. Lessor herewith acknowledges receipt of **\$100 AND NO/100 DOLLARS**, which Lessor is to retain as a security deposit for Lessee's faithful performance of this lease. Lessor is not obligated to apply the deposit on rents or other charges as in arrears or on damages for Lessee's failure to perform the lease. The security deposit, if not applied toward payment of arrearages or damages as herein provided is to be returned to the Lessee when this lease is terminated and after Lessee has vacated the premises and delivered possession to Lessor.

If Lessor repossesses the premises because of Lessee's default or breach, Lessor may apply the deposit on all damages suffered to the date of the repossession and may retain the remainder to apply on such damages as may be suffered thereafter by reason of the default or breach. Lessor shall not be obliged to keep the security as a separate fund, but may mix it with its own funds.

(5)

USE OF PREMISES. The premises covered by this lease, during the continuance of this lease, shall be used by *Lessee* as set out in paragraph (1) hereinabove and for no other purpose without the consent of *Lessor*. The *Lessee* shall comply promptly with all statutes, ordinances, lawful orders and regulations of every governmental authority affecting the use by *Lessee* of the demised premises. *Lessee* may install all equipment necessary to perform *Lessee's* operations.

(6)

CARE OF PREMISES. The *Lessee* shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to the public and shall keep the premises under *Lessee's* control, including the sidewalks adjacent to the premises, clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the leased premises and designated trash and garbage disposal areas. The *Lessee* will not burn any trash of any kind in or about the premises. The *Lessee* shall not use or permit the use of any portion of said premises as sleeping apartments, lodging rooms, or for any unlawful purpose or purposes.

(7)

MAINTENANCE. *Lessor* shall keep the foundation, exterior structure and roof of the leased premises in as good repair and condition as it exists at the beginning of this lease. *Lessee* shall not be called upon to make any other improvements or repairs of any kind upon said premises, and said premises shall at all times be kept in good order, condition and repair by *Lessee*. The premises shall also be kept in a clean, sanitary and safe condition in accordance with the laws of the State of Texas, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other property officers of the governmental agencies having jurisdiction. It is the responsibility of the *Lessee* to inspect leased facilities during the duration of the agreement and report maintenance issues to the *Lessor* as soon as possible.

(8)

IMPROVEMENTS TO PREMISES. All alterations, additions and permanent improvements which may be made or installed by *Lessee* upon the premises shall be the property of the *Lessor* and shall remain upon and be surrendered with the premises as a part thereof, without molestation, disturbance or injury at the termination of this lease, it being specifically understood that all air conditioning, heating and lighting equipment installed in the premises are to remain the property of the *Lessor*. Any linoleum, carpet or other floor covering of a similar character which may be cemented or otherwise affixed to the floor of the herein leased premises

shall be and become the property of the *Lessor*. All alterations, additions and permanent improvements which may be made or installed by Lessee without the written consent of *Lessor*.

(9)

COVENANT TO HOLD HARMLESS. *Lessor* shall be defended and held harmless by *Lessee* from any liability for damages to any person or any third party property in or upon said premises resulting from the negligent acts or omissions of the *Lessee*. It is understood and believed that all property kept, stored or maintained in the leased premises shall be so kept, stored, or maintained at the risk of *Lessee* only. *Lessee* shall not suffer or give cause for the filing of any lien against the herein leased premises.

(10)

PUBLIC LIABILITY INSURANCE. *Lessee* agrees to obtain and maintain at its sole cost and expense public liability insurance and property damage insurance to protect *Lessor* and *Lessee* against loss or damage from the claims of all persons who may be in or on the leased premises by the invitation, consent or sufferance of *Lessee*. Such public liability insurance shall have minimum bodily injury limits of \$100,000.00 for each person and \$300,000.00 for each accident and property damage limits of \$50,000.00 for each accident with respect to any accident with respect to any accident occurring on the leased premises. *Lessee* shall furnish *Lessor* certificates of all insurance coverage.

(11)

CASUALTY INSURANCE. The *Lessee* shall not carry any stock of goods or material or do anything in or about said premises which will in any way tend to increase the insurance rates on said premises. The *Lessee* agrees to pay as additional rental any increase in premium for insurance against loss by fire and extended coverage that may be charged during the term of this lease on the amount of insurance to be carried by *Lessor* on said premises resulting from the business carried on in the leased premises by the *Lessee*, whether or not *Lessor* has consented to the same. If *Lessee* installs any electrical equipment that overloads the lines in the herein leased premises, the *Lessee* shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

(12)

ABUSE OF PLUMBING AND WALLS. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this provision shall be borne by *Lessee*, who shall, or whose employees, agent, invitees, or licensees shall have caused it. *Lessee*, its employees or agent, shall not make, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or iron work without the written consent of *Lessor*.

(13)

ASSIGNMENT. *Lessee* agrees not to assign or in any way transfer this lease, or any estate or interest therein, without the previous written consent of the *Lessor*, and not to sublet said premises or any part thereof or allow anyone to come in with, through, or under it with like consent. *Lessor*, however, may assign, hypothecate or otherwise transfer this lease or any interest therein.

(14)

ACCESS TO PREMISES. *Lessor* shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same.

(15)

SIGNS. The *Lessee* shall not erect or install any exterior window or door signs or advertising media or window or door lettering or placards without the previous consent of *Lessor*. *Lessee* agrees not to use any advertising media that shall be deemed objectionable to *Lessor*, such as loud speakers, phonograph or radio broadcast in a manner to be heard outside of the leased premises. *Lessee* shall not make any alterations, changes or additions in or to said premises without the previous written consent of the *Lessor*.

(16)

LESSEE PARKING. The *Lessee* shall, keep all vehicles parked in designated driveways and parking areas and shall not park their vehicles directly in front of any of the buildings, and *Lessee* agrees that patrons will comply with such reasonable parking regulations as *Lessor* may promulgate for the patrons of all *Lessees* in the facilities where the same are designed to assure the maximum availability of the parking area for the clients, customers, and patients of such *Lessees*.

(17)

DAMAGE. In the case the leased premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended coverage insurance as to become partially or totally untenable, then the *Lessor* may, if he so elects, rebuild and put the same premises in good condition and fit for occupancy within a reasonable time after such total or partial destruction or *Lessor* may give written notice to *Lessee* terminated up to the date of destruction. If *Lessor* elects to repair or rebuild said premises, *Lessor* shall give the *Lessee* notice thereof within thirty (30) days after such damage or destruction of his intention so to do. Upon termination *Lessee's* obligations hereunder shall cease.

(18)

WAIVER. One or more waivers of any covenant or condition by the *Lessor* shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by the *Lessor* to or of any act by the *Lessee* requiring the *Lessor's* consent or approval shall not be deemed to waive or render unnecessary the *Lessor's* consent or approval to or of any subsequent similar act by the *Lessee*.

(19)

NOTICE. Whenever, under this lease, a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to *Lessee* is in writing addressed to *Lessee* at the last known post office address of *Lessee* or at the leased premises and sent by registered mail with postage prepaid, and if such notice to *Lessor* is in writing, addressed to the last known post office address of *Lessor* and sent by registered mail with postage prepaid. The address of:

Lessor: City of Deer Park

Lessee: **DEER PARK SOCCER FC**

to which address, until changed as herein provided, all notices required shall be mailed. It shall be the duty of both parties, upon any change of address, to notify the other party of such change, giving in such notice its or their names and addresses and which notice shall likewise be given by registered mail.

MISCELLANEOUS. The remedies, waivers and limitations on liability set forth in this agreement are exclusively and shall apply regardless of legal theory, negligence, strict liability or breach of contract.

IN WITNESS WHEREOF, the *Lessor* and *Lessee* have executed this Lease Contract in duplicate originals on this the _____ day of _____, 2018.

Lessor:

City of Deer Park

By:_____

Lessee:

*

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared *, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2018.

Notary Public in and for the
State of **TEXAS**

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared *, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2018.

Notary Public in and for the
State of **TEXAS**

LEASE AGREEMENT

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

This Lease Agreement entered into by and between City of Deer Park, hereinafter called *Lessor*, and **DEER PARK SOCCER FC**, hereinafter called *Lessee* (whether one or more).

W I T N E S S E T H:

(1)

Lessor hereby leases, demises and lets unto *Lessee* the following premises, **DOW PARK SOCCER**, located at **709 E. P STREET** (hereinafter sometimes called demised premises) at Deer Park, Harris County, Texas, to be used and occupied as a **CONCESSION, RESTROOMS, MEETING SPACE, AND STORAGE**.

(2)

TERM OF LEASE. The initial term of this lease is for a period of **1** year beginning **JANUARY 1, 2019**, and expiring on **DECEMBER 31, 2019**.

(3)

RENTAL. As rental for the use of the leased premises, *Lessee* agrees to pay to *Lessor* rental to be computed as follows:

(a) A minimum guaranteed annual rental of **\$0 DOLLARS** per year payable in monthly installments of **\$0**.

(b) It is specially agreed and understood that *Lessee's* agreement for usage of the premises shall in no way constitute the *Lessor* as partner in the enterprise of business of *Lessee*, or make *Lessor* in any way responsible for the operation and liabilities of *Lessee*, or give *Lessor* any control of the business or enterprise of *Lessee* conducted on such leased premises.

(4)

SECURITY DEPOSIT. Lessor herewith acknowledges receipt of **\$100 AND NO/100 DOLLARS**, which Lessor is to retain as a security deposit for Lessee's faithful performance of this lease. Lessor is not obligated to apply the deposit on rents or other charges as in arrears or on damages for Lessee's failure to perform the lease. The security deposit, if not applied toward payment of arrearages or damages as herein provided is to be returned to the Lessee when this lease is terminated and after Lessee has vacated the premises and delivered possession to Lessor.

If Lessor repossesses the premises because of Lessee's default or breach, Lessor may apply the deposit on all damages suffered to the date of the repossession and may retain the remainder to apply on such damages as may be suffered thereafter by reason of the default or breach. Lessor shall not be obliged to keep the security as a separate fund, but may mix it with its own funds.

(5)

USE OF PREMISES. The premises covered by this lease, during the continuance of this lease, shall be used by *Lessee* as set out in paragraph (1) hereinabove and for no other purpose without the consent of *Lessor*. The *Lessee* shall comply promptly with all statutes, ordinances, lawful orders and regulations of every governmental authority affecting the use by *Lessee* of the demised premises. *Lessee* may install all equipment necessary to perform *Lessee's* operations.

(6)

CARE OF PREMISES. The *Lessee* shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to the public and shall keep the premises under *Lessee's* control, including the sidewalks adjacent to the premises, clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the leased premises and designated trash and garbage disposal areas. The *Lessee* will not burn any trash of any kind in or about the premises. The *Lessee* shall not use or permit the use of any portion of said premises as sleeping apartments, lodging rooms, or for any unlawful purpose or purposes.

(7)

MAINTENANCE. *Lessor* shall keep the foundation, exterior structure and roof of the leased premises in as good repair and condition as it exists at the beginning of this lease. *Lessee* shall not be called upon to make any other improvements or repairs of any kind upon said premises, and said premises shall at all times be kept in good order, condition and repair by *Lessee*. The premises shall also be kept in a clean, sanitary and safe condition in accordance with the laws of the State of Texas, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other property officers of the governmental agencies having jurisdiction. It is the responsibility of the *Lessee* to inspect leased facilities during the duration of the agreement and report maintenance issues to the *Lessor* as soon as possible.

(8)

IMPROVEMENTS TO PREMISES. All alterations, additions and permanent improvements which may be made or installed by *Lessee* upon the premises shall be the property of the *Lessor* and shall remain upon and be surrendered with the premises as a part thereof, without molestation, disturbance or injury at the termination of this lease, it being specifically understood that all air conditioning, heating and lighting equipment installed in the premises are to remain the property of the *Lessor*. Any linoleum, carpet or other floor covering of a similar character which may be cemented or otherwise affixed to the floor of the herein leased premises

shall be and become the property of the *Lessor*. All alterations, additions and permanent improvements which may be made or installed by Lessee without the written consent of *Lessor*.

(9)

COVENANT TO HOLD HARMLESS. *Lessor* shall be defended and held harmless by *Lessee* from any liability for damages to any person or any third party property in or upon said premises resulting from the negligent acts or omissions of the *Lessee*. It is understood and believed that all property kept, stored or maintained in the leased premises shall be so kept, stored, or maintained at the risk of *Lessee* only. *Lessee* shall not suffer or give cause for the filing of any lien against the herein leased premises.

(10)

PUBLIC LIABILITY INSURANCE. *Lessee* agrees to obtain and maintain at its sole cost and expense public liability insurance and property damage insurance to protect *Lessor* and *Lessee* against loss or damage from the claims of all persons who may be in or on the leased premises by the invitation, consent or sufferance of *Lessee*. Such public liability insurance shall have minimum bodily injury limits of \$100,000.00 for each person and \$300,000.00 for each accident and property damage limits of \$50,000.00 for each accident with respect to any accident with respect to any accident occurring on the leased premises. *Lessee* shall furnish *Lessor* certificates of all insurance coverage.

(11)

CASUALTY INSURANCE. The *Lessee* shall not carry any stock of goods or material or do anything in or about said premises which will in any way tend to increase the insurance rates on said premises. The *Lessee* agrees to pay as additional rental any increase in premium for insurance against loss by fire and extended coverage that may be charged during the term of this lease on the amount of insurance to be carried by *Lessor* on said premises resulting from the business carried on in the leased premises by the *Lessee*, whether or not *Lessor* has consented to the same. If *Lessee* installs any electrical equipment that overloads the lines in the herein leased premises, the *Lessee* shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

(12)

ABUSE OF PLUMBING AND WALLS. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this provision shall be borne by *Lessee*, who shall, or whose employees, agent, invitees, or licensees shall have caused it. *Lessee*, its employees or agent, shall not make, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or iron work without the written consent of *Lessor*.

(13)

ASSIGNMENT. *Lessee* agrees not to assign or in any way transfer this lease, or any estate or interest therein, without the previous written consent of the *Lessor*, and not to sublet said premises or any part thereof or allow anyone to come in with, through, or under it with like consent. *Lessor*, however, may assign, hypothecate or otherwise transfer this lease or any interest therein.

(14)

ACCESS TO PREMISES. *Lessor* shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same.

(15)

SIGNS. The *Lessee* shall not erect or install any exterior window or door signs or advertising media or window or door lettering or placards without the previous consent of *Lessor*. *Lessee* agrees not to use any advertising media that shall be deemed objectionable to *Lessor*, such as loud speakers, phonograph or radio broadcast in a manner to be heard outside of the leased premises. *Lessee* shall not make any alterations, changes or additions in or to said premises without the previous written consent of the *Lessor*.

(16)

LESSEE PARKING. The *Lessee* shall, keep all vehicles parked in designated driveways and parking areas and shall not park their vehicles directly in front of any of the buildings, and *Lessee* agrees that patrons will comply with such reasonable parking regulations as *Lessor* may promulgate for the patrons of all *Lessees* in the facilities where the same are designed to assure the maximum availability of the parking area for the clients, customers, and patients of such *Lessees*.

(17)

DAMAGE. In the case the leased premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended coverage insurance as to become partially or totally untenable, then the *Lessor* may, if he so elects, rebuild and put the same premises in good condition and fit for occupancy within a reasonable time after such total or partial destruction or *Lessor* may give written notice to *Lessee* terminated up to the date of destruction. If *Lessor* elects to repair or rebuild said premises, *Lessor* shall give the *Lessee* notice thereof within thirty (30) days after such damage or destruction of his intention so to do. Upon termination *Lessee's* obligations hereunder shall cease.

(18)

WAIVER. One or more waivers of any covenant or condition by the *Lessor* shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by the *Lessor* to or of any act by the *Lessee* requiring the *Lessor's* consent or approval shall not be deemed to waive or render unnecessary the *Lessor's* consent or approval to or of any subsequent similar act by the *Lessee*.

(19)

NOTICE. Whenever, under this lease, a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to *Lessee* is in writing addressed to *Lessee* at the last known post office address of *Lessee* or at the leased premises and sent by registered mail with postage prepaid, and if such notice to *Lessor* is in writing, addressed to the last known post office address of *Lessor* and sent by registered mail with postage prepaid. The address of:

Lessor: City of Deer Park

Lessee: **DEER PARK SOCCER FC**

to which address, until changed as herein provided, all notices required shall be mailed. It shall be the duty of both parties, upon any change of address, to notify the other party of such change, giving in such notice its or their names and addresses and which notice shall likewise be given by registered mail.

MISCELLANEOUS. The remedies, waivers and limitations on liability set forth in this agreement are exclusively and shall apply regardless of legal theory, negligence, strict liability or breach of contract.

IN WITNESS WHEREOF, the *Lessor* and *Lessee* have executed this Lease Contract in duplicate originals on this the _____ day of _____, 2018.

Lessor:

City of Deer Park

By:_____

Lessee:

*

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared *, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2018.

Notary Public in and for the
State of **TEXAS**

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared *, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2018.

Notary Public in and for the
State of **TEXAS**

ADDENDUM TO CONTRACT

Reference is made to the **City of Deer Park Sports Organization Utilization Agreement**, here after referred to as **CONTRACT**, by and between the undersigned parties, said agreement being dated the **19th of December , 2018**.

BE IT KNOWN that for good consideration the parties make the following additions or changes a part of said CONTRACT as if contained therein:

- Dow Park Soccer Fields will be considered exclusive usage for Deer Park Soccer FC until July 1, 2019.
 - Construction of the Deer Park Soccer Complex has been delayed due to inclement weather and other construction delays. For these reasons, the usage of the Deer Park Soccer Complex shall be determined at a later date once it has been verified that facility is completed and safe for participants to utilize.

All other terms and provisions of said **CONTRACT** shall remain in full force and effect.

Signed this **19th** day of **December, 2018**.

President, Deer Park Soccer FC

Mayor, City of Deer Park

Director of Parks and Recreation, City of Deer Park

In the presence of:

Witness

ADDENDUM TO CONTRACT

Reference is made to the **City of Deer Park Sports Organization Utilization Agreement**, here after referred to as **CONTRACT**, by and between the undersigned parties, said agreement being dated the **19th of December , 2018**.

BE IT KNOWN that for good consideration the parties make the following additions or changes a part of said **CONTRACT** as if contained therein:

- Adult Sports Complex will be considered exclusive usage for Deer Park Girls Softball Organization until July 1, 2019.
- In-Lieu of fee of \$5000 or in-kind improvements requirement is here by waived for the Deer Park Girls Softball Organization for calendar year 2019.
 - Construction of the Deer Park Girls Softball Complex has been delayed due to inclement weather and other construction delays. For these reasons, the usage of the Deer Park Girls Softball Complex shall be determined at a later date once it has been verified that facility is completed and safe for participants to utilize.

All other terms and provisions of said **CONTRACT** shall remain in full force and effect.

Signed this **19th** day of **December, 2018**.

President, Deer Park Soccer FC

Mayor, City of Deer Park

Director of Parks and Recreation, City of Deer Park

In the presence of:

Witness