

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE ANGLETON BETTER LIVING CORPORATION WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON MONDAY, OCTOBER 16, 2023, AT 5:30 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

REGULAR AGENDA

- <u>1.</u> Discussion and possible action to approve the minutes of the Angleton Better Living Corporation meeting of August 21, 2023
- 2. Discussion and possible action on the Angleton Better Living Corporation, Recreation division, and Angleton Recreation Center division YTD financial statements as of September 30, 2023.
- <u>3.</u> Presentation and discussion with City's Financial Advisor regarding the Angleton Better Living Corporation's long-term debt capacity.

PUBLIC HEARINGS AND ACTION ITEMS

- <u>4.</u> Conduct a public hearing regarding designation of projects for the Angleton Better Living Corporation for fiscal year 2023-2024.
- 5. Discussion and possible action on designation of projects for the Angleton Better Living Corporation for fiscal year 2023-2024.

ADJOURNMENT

CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, October 13, 2023, by 5:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/	Michelle	Perez
Michelle	Perez,	TRMC
City Secretary		

Public participation is solicited without regard to race, color, religion, sex, age, national origin, disability, or family status. In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodation to participate in this proceeding, or those requiring language assistance (free of charge) should contact the City of Angleton ADA Coordinator, Colleen Martin, no later than seventy-two (72) hours prior to the meeting, at (979) 849-4364 ext. 2132, email: cmartin@angleton.tx.us.



AGENDA ITEM SUMMARY FORM

MEETING DATE:	10/10/2023
PREPARED BY:	Desiree Henson, Assistant City Secretary
AGENDA CONTENT:	Discussion and possible action to approve the minutes of the Angleton Better Living Corporation meeting of August 21, 2023
AGENDA ITEM SECTION:	Regular Agenda
BUDGETED AMOUNT:	NA FUNDS REQUESTED: NA
FUND: NA	
EXECUTIVE SUMMARY:	

Approve the minutes of the Angleton Better Living Corporation meeting of August 21, 2023.

RECOMMENDATION:

Staff recommends ABLC approve the minutes of the Angleton Better Living Corporation meeting of August 21, 2023.



CITY OF ANGLETON ANGLETON BETTER LIVING CORPORATION MINUTES 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515 MONDAY, AUGUST 21, 2023 AT 5:30 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON BETTER LIVING CORPORATION IN THE ORDER THEY OCCURRED DURING THE MEETING. THE ANGLETON BETTER LIVING CORPORATION OF ANGLETON, TEXAS CONVENED IN A MEETING ON MONDAY, AUGUST 21, 2023, AT 5:30 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Chair John Wright called the Angleton Better Living Corporation Meeting to order at 5:31 P.M.

PRESENT Chair John Wright Director Travis Townsend Director Rachel Ritter Director Johnny Voss Director Ellen Eby

ABSENT Director William Jackson Director Jaime Moreno

REGULAR AGENDA

1. Discussion and possible action to approve the minutes of the Angleton Better Living Corporation meeting of July 24, 2023.

Director Eby stated a correction was needed on item no. 4 by stating that her name was used to make the motion and second the motion.

Upon a motion by Director Voss and seconded by Director Eby, Angleton Better Living Corporation approved the minutes of the Angleton Better Living Corporation meeting of July 24, 2023. The motion passed on a 5-0 vote. Director Jackson and Director Moreno were absent.

 Discussion and possible action on the Angleton Better Living Corporation, Recreation division, and Angleton Recreation Center division YTD financial statements as of July 31, 2023

The presentation on the Angleton Better Living Corporation, Recreation division, and Angleton Recreation Center division year-to-date financial statements was provided by

Phil Conner, Director of Finance. Mr. Conner stated as of July 31, 2023, the Angleton Better Living Corporation fund balance was \$305,229.50, the Recreation fund balance was \$85,723.27, and the Recreation Center fund balance was \$314,483.34.

3. Discussion on Angleton Recreation Center Performance Measures and current memberships.

The presentation was provided by Jason O'Mara, Assistant Director of Parks and Recreation. Mr. O'Mara stated the information in the chart shows a comparison of FY 2021-2022 to FY 2022-2023 as of July 31, 2023, for family, individual, and senior memberships, room rentals, daily entry fees, and Angleton Recreation Center programs. There was a total revenue increase by \$46,529.25. There was an increase of 157 annual memberships, 7,848 monthly memberships, and 10, 668 check-ins and a decrease of 2,403 day passes.

4. Discussion and possible action on Angleton Recreation Center end-of-year financial practices and creation of an Angleton Recreation Center fund balance.

The presentation was provided by Megan Mainer, Director of Parks and Recreation. Ms. Mainer stated that historically, Angleton Better Living Corporation directed staff to retain excess revenue in an Angleton Recreation Center fund balance at the end of each fiscal year. This end-of-year financial practice was in place prior to 2018. Upon further research, staff found formal action regarding Angleton Recreation Center endof-year financial practices and the creation of an Angleton Recreation Center fund balance account had not been taken. Staff would like to formalize Angleton Recreation Center end-of-year financial practices in the form of an action. The current fund balance in the Angleton Recreation Center fund balance account 60-400-999 is estimated to be \$153,238.65.

Upon a motion by Director Townsend and seconded by Director Ritter, Angleton Better Living Corporation approved the full amount of the Angleton Recreation Center fund balance to be transferred to the ABLC fund balance. Upon an amended motion by Director Townsend and seconded by Director Ritter, Angleton Better Living Corporation approved to transfer Angleton Recreation Center fund balance to the ABLC fund with a cap of \$100,000 to remain in the ABLC fund balance. The motion passed on a 5-0 vote. Director Jackson and Director Moreno were absent.

5. Discussion and possible action on FY 2022-2023 additional budget reclassifications and budget adjustments.

The presentation was provided by Megan Mainer, Director of Finance. Ms. Mainer stated that based on the recent financial audit, staff wanted to bring additional budget reclassifications and budget adjustment requests to Angleton Better Living Corporation. The budget summary chart presented on the PowerPoint listed items in nine categories to be reclassified or adjusted. Parks reclassifications included 21

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bilingual pay items in the amount of \$92.32 each, a scout plague in the amount of \$181.65, a fridge in the amount of \$449.00, a filed naming signage in the amount of \$1,776.00, two leased building items in the amount of \$1,523.55, a leased building in the amount of \$1520.22, and four leased building items in the amount of \$1520.21. Parks Budget Adjustments included salaries in the amount of \$61,045.50, Ms. Mainer stated when salaries were adjusted by the Finance Department during budget preparation all positions may not have been accounted for including vacancies, phone allowance in the amount of \$180 due to the account balance being short \$180 and can be taken from workers compensation balance, insurance subsidy in the amount of \$928.85 as staff was not informed an insurance subsidy would be charged and the remaining funds are to come from health insurance, fuel in the amount of \$7,166 due to an increase in fuel costs, equipment supplies in the amount of \$3,000 due to an increase in GeoTabs in addition to equipment supplies for equipment repairs, Repair and maintenance equipment in the amount of \$2,000 due to an increase in equipment repairs and major trailer rehabilitation, Repair and maintenance infrastructure in the amount of \$1,000 for an additional park bench and trash receptacle due to additional slab at Lakeside Park, required Texas Parks and Wildlife Department plaque, dedication plaque, and memorial bench and plaque, vegetation in the amount of \$1,000 due to unanticipated costs associated with Lakeside Park's tree installation (300+ trees), and annual software in the amount of \$5,400 due to an unanticipated charge for iWORQ subscription. Right-of=way budget adjustments included, salaries in the amount of \$15,318.89 due to salaries being adjusted by the Finance Department during budget prep and all positions may not have been accounted for including vacancies, vehicle supply in the amount of \$8 as funds were not budgeted for annual inspection, fuel expense in the amount of \$10,000 due to an increase in charges for diesel fuel; in the two previous years the Right-of-way fund only contributed to diesel purchases four to six times per year, equipment supplies in the amount of \$500 due to an increase in mower deck repairs for tractors, and employee appreciation in the amount of \$25 as staff was not informed that Human Resources charges departmental budgets for employee service awards. The recreation division reclassification included books for bus in the amount of \$65.36. Recreation division budget adjustments included lease payments in the amount of \$2,000 to show appropriate location to copier lease expenses and employee appreciation in the amount of \$20 due to an increase for a staff development luncheon. Angleton Recreation Center expense reclassifications included pool lap lanes in the amount of \$911.88, October 2022 gasoline usage in the amount of \$152.92, November 2022 gasoline usage in the amount of \$134.78, December 2022 gasoline usage in the amount of \$97.74, January 2023 gasoline usage in the amount of \$215.76, March 2023 gasoline usage in the amount of \$489.08, April 2023 gasoline usage in the amount of \$362.49, May 2023 gasoline usage in the amount of \$299.55, June 2023 gasoline usage in the amount of \$204.95, July 2023 gasoline usage in the amount of \$138.65, a Walmart purchase in the amount of \$48.31, and fitness classes in the amount of \$60. Angleton Recreation Center revenue reclassifications included general programs in the amount of \$187.88, youth camps in the amount of \$3,779.63, community events in the amount of \$2,030, father daughter event in the amount of

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\$3,970, senior programs in the amount of \$2,819, miscellaneous programs in the amount of \$3,061, and senior memberships in the amount of \$321. Angleton Recreation Center budget adjustments include cleaning supplies in the amount of \$2,750 due to an increase in expenses for cleaning supplies, small equipment in the amount of \$510 increased for replacement monitors for front desk, equipment in the amount of \$13,000 due to replacement of most strength equipment in weight room, general programs in the amount of \$82 to cover cost of lifeguard certification cards, dues and subscriptions in the amount of \$750 to cover increased cost for weight room cable, and contract labor miscellaneous in the amount of \$635 to cover increase in equipment preventative maintenance. Angleton better Living Corporation budget adjustments included ABLC contingency in the amount of \$29,088.06 for additional debt payment that was made last fiscal year but was also budgeted for this fiscal year; the excess debt service funds can support excess spending in the Angleton Better Living Corporation Contingency line item, transfer to debt service in the amount of \$61,045.55 as salaries that were adjusted by the Finance Department during budget prep all positions may not have been accounted for including vacancies, and transfer to debt service in the amount of \$15,318.89 due to salaries being adjusted by the Finance Department during budget prep and all positions may not have been accounted for including vacancies.

Upon a motion by Eby and seconded by Director Townsend, Angleton Better Living Corporation approved the FY 2022-2023 additional budget reclassifications and budget adjustments. The motion passed on a 5-0 vote. Director Jackson and Director Moreno were absent.

6. Discussion and possible action on Parks and Rights-of-Way, Recreation, Angleton Recreation Center, and Angleton Better Living Corporation fiscal year 2023-2024 budgets.

The presentation was provided by Megan Mainer, Director of Finance.

Ms. Mainer stated that staff prepared proposed budgets for Parks and Rights-of-Way, Angleton Recreation Center, Recreation, and Angleton Better Living Corporation for fiscal year 2023-2024.

Upon a motion by Director Eby and seconded by Director Voss, Angleton Better Living Corporation approved the Parks and Right-of-Way, Recreation, Angleton Recreation Center, and Angleton Better Living Corporation fiscal year 2023-2024 budgets. The motion passed on a 5-0 vote. Director Jackson and Director Moreno were absent.

ADJOURNMENT

The meeting was adjourned at 6:39 P.M.

These minutes were approved by Angleton Better Living Corporation on this 16th day of October, 2023.

CITY OF ANGLETON, TEXAS

John Wright Chair

ATTEST:

Michelle Perez, TRMC City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE:	8/21/2023
PREPARED BY:	Phillip Conner, Director of Finance
	Discussion and possible action on the Angleton Better Living Corporation, Recreation division, and Angleton Recreation Center division YTD financial statements as of September 30, 2023.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NS

EXECUTIVE SUMMARY:

Phillip Conner, Director of Finance and ABLC Treasurer, will present the Angleton Better Living Corporation, Recreation division, and Angleton Recreation Center division YTD financial statements as of September 30, 2023.

RECOMMENDATION:

Staff recommends ABLC review and provide feedback on the Angleton Better Living Corporation, Recreation division, and Angleton Recreation Center division YTD financial statements as of September 30, 2023.

BALANCE SHEET AS OF: SEPTEMBER 30TH, 2023

40 -ANGLETON BETTER LIVING

ACCOUNT#	TITLE
110000111	

ASSETS

CASH

100-100	BANK ACCOUNT	0.00	
100-101	INVESTMENT-LONE STAR	55,474.47	
100-103	ABLC-FSB-LOUISE	62,717.78	
100-111	CLAIM ON POOLED CASH	163,770.78	
100-121	DUE FROM GENERAL FUND	0.00	
100-199	DUE FROM POOLED CASH	148,961.33	
			430,924.36

RECEIVABLES

100-470	ACCT	RECEIVABLE-SALES	TAX	0.00
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0.00

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TOTAL ASSETS

430,924.36

BALANCE SHEET AS OF: SEPTEMBER 30TH, 2023

40 -ANGLETON BETTER LIVING

ACCOUNT# TITLE

LIABILITIES & FUND BALANCE

VENDORS PAYABLE

200-100	ACCOUNTS PAYABLE	8,405.00		
200-101	DUE TO GENERAL FUND	140,556.33		
200-111	A/P PENDING	675.00		
200-119	DUE TO LAKESIDE PARK	0.00		
		-	149,636.33	

TOTAL LIABILITIES

149,636.33

EQUITY

400-999	FUND BALANCE	312,358.75
	SURPLUS (DEFECIT)	(31,070.72)
	TOTAL EQUITY	281,288.03

TOTAL LIABILITIES & FUND EQUITY

430,924.36

BALANCE SHEET AS OF: SEPTEMBER 30TH, 2023

50 -REC DIVISION PROGRAMS

ACCOUNT#	TITLE

ASSETS

CASH

100-101	LONESTAR	INVESTMENT-2003	В	0.00
100-111	CLAIM ON	POOLED CASH		85,402.79
100-199	DUE FROM	POOL CASH	(9,021.17)

76,381.62

TOTAL ASSETS

76,381.62

BALANCE SHEET AS OF: SEPTEMBER 30TH, 2023

50 -REC DIVISION PROGRAMS

ACCOUNT# TITLE

LIABILITIES & FUND BALANCE

200-100	ACCOUNTS PAYABLE	0.00
200-111	A/P PENDING	2,390.61

2,390.61

COMPENSATION PAYABLE

200-200	WAGES PAYABLE		0.00
200-205	TAXES PAYABLE		0.00
200-210	TMRS PAYABLE		2,789.81
200-213	VISION INSURANCE PAYALBE	(122.82)
200-214	COBRA INS		0.00
200-215	HEALTH INSURANCE PAYABLE	(25,466.72)
200-216	DENTAL INSURANCE PAYABLE	(644.52)
200-217	LIFE INSURANCE PAYABLE	(126.78)
200-275	MISCELLANEOUS-PAYABLE	(3,667.00)

(27,238.03)

MISCELLANEOUS PAYABLES

200-485	REC	DIV-LEAGUE-CONTRACT	ES_	0.00

TOTA	AL LIABILITIES	0.00	(24,847.42)
EQUITY				
400-999	ABL ACTIVITY CENTER FUND (275.00) SURPLUS (DEFECIT) <u>101.504.04</u> TOTAL EQUITY	101,229.04		
	TOTAL LIABILITIES & FUND EQUITY		76,381.62	

BALANCE SHEET AS OF: SEPTEMBER 30TH, 2023

60 -ANGLETON ACTIVITY CENTER

ACCOUNT#	TTT.E
ACCOUNT#	1 1 1 1 1 1

ASSETS

CASH				
100-104	DUE FROM ABLC	0.00		
100-111	CLAIM ON POOLED CASH	375,038.58		
100-145	FEMA (IKE) PAYROLL REIMBUR	0.00		
100-199	DUE FROM POOL CASH	16,027.66		
			391,066.24	
INVESTMENTS				
100-200	A/R LOAN PROCEEDS	0.00		
			0.00	
RECEIVABLES				
100-400	A/R MISCELLANEOUS	0.00		
100-466	A/R EMPLY FICA&MED OWED (_	250.00)		
		(250.00)	
TOTA	L ASSETS			390,816.24

BALANCE SHEET AS OF: SEPTEMBER 30TH, 2023

60 -ANGLETON ACTIVITY CENTER

ACCOUNT#	TITLE
110000111	11100

LIABILITIES & FUND BALANCE

VENDORS PAYABLE

200-100	ACCOUNTS PAYABLE	27,591.96
200-111	A/P PENDING	51,721.65
200-151	ACCURED WAGES & EXP	8,157.84
200-199	DUE TO OTHER FUNDS	0.00

87,471.45

18,464.15

COMPENSATION PAYABLE

200-200	RETAINAGE PAYABLE		0.00		
200-205	TAXES PAYABLE		1,789.43		
200-210	TMRS PAYABLE		5,141.80		
200-213	VISION INSURANCE PAYABLE		14.29		
200-215	HEALTH INS. PAYABLE	(7,430.42)		
200-216	DENTAL INSURANCE PAYABLE	(386.46)		
200-217	LIFE INSURANCE PAYABLE	(17.43)		
200-218	LEGAL INSURANCE PAYABLE		0.00		
200-220	CHILD SUPPORT PAYABLE		0.00		
200-260	GARNISHMENT		0.00		
200-275	MISCELLANEOUS PAYABLE		193.00		
				(695.79)

MISCELLANEOUS PAYABLES

200-485	REC-LEAGUE-CONTRACTS ESCRO	16,056.90
200-486	ARC MEMBERSHIP CREDITS	2,407.25

105,239.81

TOTAL LIABILITIES

EQUITY

400-999	FUND BALANCE	143,879.42		
	SURPLUS (DEFECIT)	141,697.01		
	TOTAL EQUITY		285,576.43	
	TOTAL LIABILITIES & FUND E	QUITY		390,816.24

REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: SEPTEMBER 30TH, 2023

40 -ANGLETON BETTER LIVING

ltem 2.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MISCELLANEOUS 40-300-800 INTEREST INCOME	4,500	0.00	766.57	0.00	3,733.43	17.03
40-300-801 SALES TAX PORTION	1,844,985	143,354.92	1,625,274.95	0.00	219,710.05	88.09
40-300-899 MISCELLANEOUS INCOME	_,,0	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	1,849,485	143,354.92	1,626,041.52	0.00	223,443.48	87.92
TRANSFERS						
40-300-900 TRANSFER FROM FUND BALANCE	0	0.00	0.00	0.00	0.00	0.00
40-300-921 2018 DEBT ISSUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	1,849,485	143,354.92	1,626,041.52	0.00	223,443.48	87.92

REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: SEPTEMBER 30TH, 2023 PAGE: 2

Item 2.

40 -ANGLETON BETTER LIVING

DEPARTMENT - 06-MAINTENANCE DEPT.

DEPARTMENTAL EXPENDITURES		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
SERVICES							
40-506-415	ABL-LEGAL & PROFESSIONAL	2,650	675.00	2,745.00	0.00 (95.00)	103.58
40-506-425	TRAVEL AND TRAINING	1,000	0.00	0.00		1,000.00	
40-506-498	TRANSFER TO FUND BALANCE		0.00	0.00	0.00	0.00	
TOTAL SERV		3,650		2,745.00	0.00		75.21
MISCELLANEOUS	<u>.</u>						
40-506-520	ABL-CONTINGENCY	160,099	2,262.34	131,792.22	0.00	28,306.78	82.32
40-506-599	MISCELLANEOUS EXPENSE	0	0.00	0.00	0.00	0.00	0.00
TOTAL MISC	ELLANEOUS	160,099	2,262.34	131,792.22	0.00	28,306.78	82.32
CAPITAL EXPEN	DITURES						
40-506-605	LAND ACQUISITION	0	0.00	0.00	0.00	0.00	0.00
40-506-615	ABL-INFRASTRUCTURE	0	0.00	0.00	0.00	0.00	0.00
40-506-625	PARK PROJECT DESIGN	0	0.00	0.00	0.00	0.00	0.00
40-506-625.0	1 OTHER PARK PROJECTS	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES		0	0.00	0.00	0.00	0.00	0.00
OTHER							
40-506-700	TRANSFER TO FUND BALANCE	0	0.00	0.00	0.00	0.00	0.00
40-506-701	TRANSFER TO GENERAL FUND	275,727	22,977.25	275,727.00	0.00	0.00	100.00
40-506-705	TRANSFER TO DEBT SERVICE	536 , 583	31,118.50	373,422.00	0.00	163,161.00	69.59
40-506-719	TRANSF-LAKESIDE PARK CAPI	39,000	3,250.00	39,000.00	0.00	0.00	100.00
40-506-743	TRANSFER TO PARKS FUND	0	0.00	0.00	0.00	0.00	0.00
40-506-751	TRANSFER TO REC CENTER IN	0	0.00	0.00	0.00	0.00	0.00
40-506-752	TRANSFER TO REC-MO CAPITA	0	0.00	0.00	0.00	0.00	0.00
40-506-760	TRANSFER TO ACT CTR OP FU	461,723	38,476.92	461,723.04	0.00 (0.04)	100.00
40-506-761	TRANSFER TO REC OP FUND	372,703	31,058.58	372,702.98	0.00	0.02	100.00
40-506-762	TRANSFER TO FREEDOM PARK	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHE	R	1,685,736	126,881.25	1,522,575.02	0.00	163,160.98	90.32
TOTAL 06-MAINTENANCE DEPT.		1,849,485	129,818.59	1,657,112.24	0.00	192,372.76	89.60
TOTAL EXPENDITURES		1,849,485	129,818.59	1,657,112.24	0.00	192,372.76	89.60
REVENUE OVER/(UNDER) EXPENDITURES		0	13,536.33 (31,070.72)	0.00	31,070.72	0.00

REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: SEPTEMBER 30TH, 2023

50 -REC DIVISION PROGRAMS

ltem 2.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
PARKS & RECREATION						
50-300-740 TRANSFER FROM ABLC FUND BALA	372,703	31,058.58	372,702.96	0.00	0.04	100.00
TOTAL PARKS & RECREATION	372,703	31,058.58	372,702.96	0.00	0.04	100.00
MISCELLANEOUS						
50-300-800 INTEREST REVENUE	0	0.00	0.00	0.00	0.00	0.00
50-300-811 GENERAL PROGRAMS	2,500	0.00	187.88	0.00	2,312.12	7.52
50-300-813 YOUTH CAMPS	25,350	90.00	4,771.89	0.00	20,578.11	18.82
50-300-814 COMMUNITY SPECIAL EVENTS	800	135.00	2,165.00	0.00 (1,365.00)	270.63
50-300-815 FATHER DAUGHTER DANCE/MOTHER	4,500	0.00	3,970.00	0.00	530.00	88.22
50-300-816 HEALTH & WELLNESS	2,000	0.00	0.00	0.00	2,000.00	0.00
50-300-817 SENIOR PROGRAMS	5,800	1,320.00	4,547.00	0.00	1,253.00	78.40
50-300-818 MISCELLANEOUS PROGRAMS	300	525.00	4,116.00	0.00 (3,816.00)	1,372.00
50-300-820 CASH OVER/SHORT	0	0.00	0.00	0.00	0.00	0.00
50-300-890 BOND ISSUE 2003	0	0.00	0.00	0.00	0.00	0.00
50-300-899 MISCELLANEOUS	4,176	0.00	0.00	0.00	4,176.00	0.00
TOTAL MISCELLANEOUS	45,426	2,070.00	19,757.77	0.00	25,668.23	43.49
TOTAL REVENUE	418,129	33,128.58	392,460.73	0.00	25,668.27	93.86

REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: SEPTEMBER 30TH, 2023

50 -REC DIVISION PROGRAMS

DEPARTMENT - 06-MAINTENANCE DEPT.

ltem 2.

DEPARTMENTAL EXPEN	IDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
PERSONNEL SERVICES	3						
50-506-105 SAI	JARIES	201,548	15,358.00	159,352.78	0.00	42,195.22	79.06
50-506-106 PAF	RT TIME EARNINGS	17,756	0.00	11,260.50	0.00	6,495.50	63.42
50-506-110 OVE	ERTIME	7,180	106.47	1,964.35	0.00	5,215.65	27.36
50-506-115 LON	IGEVITY	860	0.00	0.00	0.00	860.00	0.00
50-506-126 CEF	RTIFICATION	3,600	138.48	1,573.42	0.00	2,026.58	43.71
50-506-128 SPE	ECIAL JOB PAY	0	0.00	0.00	0.00	0.00	0.00
50-506-135 FIC	CA	17,265	1,183.95	13,201.29	0.00	4,063.71	76.46
50-506-140 HEA	ALTH INSURANCE	64,054	2,796.12	26,661.22	0.00	37,392.78	41.62
50-506-141 INS	S. SUBSIDY	0	0.00	0.00	0.00	0.00	0.00
50-506-143 PHC	DNE ALLOWANCE	720	120.00	660.00	0.00	60.00	91.67
50-506-145 WOF	RKERS COMP	4,425	0.00	4,219.00	0.00	206.00	95.34
50-506-150 UNE	EMPLOYMENT	0	0.00	0.00	0.00	0.00	0.00
50-506-155 REI	TIREMENT	25,533	1,853.62	19,266.76	0.00	6,266.24	75.46
50-506-165 MED	DICAL EXPENSE	1,322	0.00	430.00	0.00	892.00	32.53
50-506-185 PAY	ROLL ACCRUAL	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEI	SERVICES	344,263	21,556.64	238,589.32	0.00	105,673.68	69.30
SUPPLIES							
50-506-203 APE	PAREL	850	0.00	327.40	0.00	522.60	38.52
50-506-205 GEN	NERAL SUPPLIES	1,200	259.41	503.95	0.00	696.05	42.00
50-506-206 CHE	EMICAL SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
50-506-210 OFF	FICE SUPPLIES	4,120	136.49	1,080.59	0.00	3,039.41	26.23
50-506-212 CLE	EANING SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
50-506-215 POC	DL SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
50-506-216 VEH	HICLE SUPPLIES	3,000	429.44	2,898.01	0.00	101.99	96.60
50-506-220 EQU	JIPMENT SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES		9,170	825.34	4,809.95	0.00	4,360.05	52.45
REPAIR & MAINTENAN	ICE						
50-506-310 EQU	JIPMENT	0	0.00	0.00	0.00	0.00	0.00
50-506-315 POC	DL MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
50-506-316 COM	IPUTER MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
50-506-317 VEH	HICLE REPAIRS	3,000	20.00	1,985.60	1,732.16 (717.76)	123.93
50-506-320 BUI	LDING	0	0.00	0.00	0.00	0.00	0.00
TOTAL REPAIR &	MAINTENANCE	3,000	20.00	1,985.60	1,732.16 (717.76)	123.93
SERVICES							
50-506-405 PHC	DNES	200	0.00	0.00	0.00	200.00	0.00
50-506-410 UTI	ILITIES	0	0.00	0.00	0.00	0.00	0.00
50-506-412 GEN	IERAL PROGRAMS	500	0.00	119.26	0.00	380.74	23.85
50-506-413 YOU	JTH CAMPS	5,000	0.00	2,018.31	0.00	2,981.69	40.37
50-506-414 COM	MUNITY EVENTS	3,352	0.00	1,503.87	0.00	1,848.13	44.86
50-506-415 FAT	THER DD/COMMUNITY DANCE	3,000	0.00	2,572.54	0.00	427.46	85.75
50-506-416 HEA	ALTH & WELLNESS	2,318	0.00	2,317.79	0.00	0.21	99.99
50-506-417 SEN	VIOR PROGRAMS	11,000	452.67	10,699.38	129.28	171.34	98.44
50-506-418 MIS	SC/GENERAL PROGRAMS	3,000	63.87	1,741.43	11.47	1,247.10	58.43
50-506-420 DUE	ES/SUBSCRIPTIONS	2,069	12.95	2,050.73	0.00	18.27	99.12

CITY OF ANGLETON REVENUE & EXPENSE REPORT (UNAUDITED)

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50 -REC DIVISION PROGRAMS

DEPARTMENT - 06-MAINTENANCE DEPT.

ŝ	OF	YEAR	COMPLETED:	100.00

DEPARTMENTAL EXPENDITURES		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
50-506-425	TRAVEL/TRAINING	6,769	915.30	5,373.30	24.36	1,371.34	79.74
50-506-446	ADVERTISING	12,600	1,297.50	9,181.21	435.00	2,983.79	76.32
50-506-457	CONTRACT LABOR-INSTRUCTOR	0	0.00	0.00	0.00	0.00	0.00
50-506-458	CONTRACT LABOR	0	0.00	0.00	0.00	0.00	0.00
50-506-476	CREDIT CARD FEES	0	0.00	0.00	0.00	0.00	0.00
50-506-477	SCHOLARSHIP FUND	3,000	0.00	0.00	0.00	3,000.00	0.00
50-506-485	CONTRACT LEAGUE FEES/CHA <u>R</u>	2,088	0.00	333.90	0.00	1,754.10	15.99
TOTAL SERV	VICES	54,896	2,742.29	37,911.72	600.11	16,384.17	70.15
MISCELLANEOUS							
50-506-503	SURETY & NOTARY INSURANCE	200	0.00	0.00	0.00	200.00	0.00
50-506-505	INSURANCE	0	0.00	0.00	0.00	0.00	0.00
50-506-506	VEHICLE INSURANCE	2,200	0.00	1,300.00	0.00	900.00	59.09
50-506-507	BUILDING INSURANCE	0	0.00	0.00	0.00	0.00	0.00
50-506-510	EMPLOYEE APPRECIATION	400	0.00	419.40	0.00 (19.40)	104.85
50-506-511	TUITION REIMBURSEMENT	4,000	0.00	4,000.00	0.00	0.00	100.00
50-506-520	CONTINGENCY	0	0.00	0.00	0.00	0.00	0.00
50-506-525	REC CENTER REFUNDS	0	0.00	0.00	0.00	0.00	0.00
50-506-535	REC CENTER - LEASE PAYME <u>N</u>	0	150.00	1,940.70	0.00 (1,940.70)	0.00
TOTAL MISC	CELLANEOUS	6,800	150.00	7,660.10	0.00 (860.10)	112.65
CAPITAL EXPEN	IDITURES_						
50-506-600	ACTIVITY CENTER CONSTRUCT	0	0.00	0.00	0.00	0.00	0.00
50-506-601	ACTIVITY CENTER FURNITURE	0	0.00	0.00	0.00	0.00	0.00
50-506-602	CAPITAL OUTLAY CONTINGENC	0	0.00	0.00	0.00	0.00	0.00
50-506-627	CAPITAL PROJECT	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPI	TAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
OTHER							
50-506-700	TRANSFER TO FUND BALANCE	0	0.00	0.00	0.00	0.00	0.00
50-506-740	TRANSFER TO ABLC FUND	0	0.00	0.00	0.00	0.00	0.00
50-506-751 TOTAL OTHE	TRANSFER TO BATES PARK P <u>R</u>	<u> </u>	0.00	0.00	0.00	0.00	0.00
							0.00
TOTAL 06-MAINTENANCE DEPT.		418,129	25,294.27	290,956.69	2,332.27	124,840.04	70.14
TOTAL EXPENDI	TURES	418,129	25,294.27	290,956.69	2,332.27	124,840.04	70.14
REVENUE OVER/(UNDER) EXPENDITURES		0	7,834.31	101,504.04 (2,332.27)(99,171.77)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: SEPTEMBER 30TH, 2023

60 -ANGLETON ACTIVITY CENTER

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REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	
PARKS & RECREATION							
60-300-711 FAMILY MEMBERSHIP	107,892	20,780.00	185,018.50	0.00 (77,126.50)	171.48	
60-300-712 INDIVIDUAL MEMBERSHIP	91,907	9,070.00	82,345.00	0.00	9,562.00	89.60	
60-300-713 SENIOR MEMBERSHIPS	0	1,998.00	16,312.00	0.00 (16,312.00)	0.00	
60-300-715 ROOM RENTAL FEES	42,358	2,785.00	42,872.50	0.00 (514.50)	101.21	
60-300-716 DAILY ENTRY FEE	143,017	8,989.00	189,842.00	0.00 (46,825.00)	132.74	
60-300-717 OTHER	872	8.00	456.00	0.00	416.00	52.29	
60-300-718 MEMBERSHIP YOUTH	0	0.00	0.00	0.00	0.00	0.00	
60-300-719 MILITARY MEMBERSHIPS	0	0.00	150.00	0.00 (150.00)	0.00	
60-300-740 TRANSFER FROM ABLC	461,723	38,476.92	461,723.04	0.00 (0.04)	100.00	
60-300-741 TRANSFER FROM ABL-MO CAPITAL	0	0.00	0.00	0.00	0.00	0.00	
60-300-750 LOAN PROCEEDS	0	0.00	0.00	0.00	0.00	0.00	
60-300-751 TRANSFER FROM ABLC-INFRACT	0	0.00	0.00	0.00	0.00	0.00	
TOTAL PARKS & RECREATION	847,769	82,106.92	978,719.04	0.00 (130,950.04)	115.45	
MISCELLANEOUS							
60-300-800 INTEREST	415	0.00	1,378.64	0.00 (963.64)	332.20	
60-300-801 TRANSFER FROM SWIMMING POOL	0	0.00	0.00	0.00	0.00	0.00	
60-300-802 FEMA REIMBURSEMENTS-HARVEY	0	0.00	0.00	0.00	0.00	0.00	
60-300-805 DONATIONS	0	0.00	0.00	0.00	0.00	0.00	
60-300-811 GENERAL PROGRAMS	0	0.00	0.00	0.00	0.00	0.00	
60-300-813 YOUTH CAMPS	0	0.00	0.00	0.00	0.00	0.00	
60-300-814 COMMUNITY SPECIAL/EVENTS	0	0.00	0.00	0.00	0.00	0.00	
60-300-815 FATHER DAUGHTER DANCE	0	0.00	45.00	0.00 (45.00)	0.00	
60-300-816 HEALTH AND WELLNESS	0	0.00	0.00	0.00	0.00	0.00	
60-300-817 SENIOR PROGRAMS	0	0.00	0.00	0.00	0.00	0.00	
60-300-818 MISCELLANEOUS PROGRAMS	0	0.00	0.00	0.00	0.00	0.00	
60-300-820 CASH OVER/SHORT	0 (10.00)(85.63)	0.00	85.63	0.00	
60-300-899 MISCELLANEOUS	0	1.00	39.00	0.00 (39.00)	0.00	
TOTAL MISCELLANEOUS	415 (9.00)	1,377.01	0.00 (962.01)	331.81	
TRANSFERS							
60-300-900 TRANSFER FROM FUND BALANCE	0	0.00	0.00	0.00	0.00	0.00	
60-300-903 TRANSFER FROM WATER	0	0.00	0.00	0.00	0.00	0.00	
TOTAL TRANSFERS	0	0.00	0.00	0.00	0.00	0.00	
TOTAL REVENUE	848,184	82,097.92	980,096.05	0.00 (131,912.05)	115.55	

CITY OF ANGLETON REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2023

DEPARTMENT - 06-MAINTENANCE DEPT.

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DEPARTMENTAL	EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
PERSONNEL SER	RATCES						
60-506-105	REC CENTER - SALARIES	194,050	25,060.97	212,385.08	0.00 (18,335.08)	109.45
60-506-106	REC CENTER - PT SALARIES	160,081	0.00	149,372.75	0.00	10,708.25	93.31
60-506-108	REC CENTER - STEP RAISE	0	0.00	0.00	0.00	0.00	0.00
60-506-109	REC CENTER - STIPEND	0	0.00	0.00	0.00	0.00	0.00
60-506-110	REC CENTER - OVERTIME	5,395	576.50	5,315.39	0.00	79.61	98.52
60-506-115	REC CENTER - LONGEVITY	720	0.00	1,530.00	0.00 (810.00)	212.50
60-506-120	REC CENTER - HURRICANE OT	0	0.00	0.00	0.00	0.00	0.00
60-506-121	REC CENTER - HURRICANE	0	0.00	0.00	0.00	0.00	0.00
60-506-126	REC CENTER - CERTIFICATIO	5,400	69.24	1,299.54	0.00	4,100.46	24.07
60-506-128	SPECIAL JOB PAY	0	0.00	0.00	0.00	0.00	0.00
60-506-135	REC CENTER - FICA	27,761	1,932.31	28,044.96	0.00 (283.96)	
60-506-140	REC CENTER - HEALTH INS	53,378	1,565.20	37,901.17	0.00	15,476.83	71.01
60-506-141	REC CENTER - INS SUBSIDY	0	0.00	0.00	0.00	0.00	0.00
60-506-142	REC CENTER - INS COMMISSI	0	0.00	0.00	0.00	0.00	0.00
60-506-143	REC CENTER- PHONE ALLOWAN	1,440	0.00	0.00	0.00	1,440.00	0.00
60-506-145	REC CENTER - WORKER'S COM	4,425	0.00	4,219.00	0.00	206.00	95.34
60-506-150	REC CENTER - UNEMPLOYMENT	1,123	0.00	77.12	0.00 (77.12)	0.00
60-506-150 60-506-155			1,521.55	22,325.56	0.00 (2,579.44	
60-506-165	REC CENTER - MEDICAL EXPE	1,322	250.00			2,379.44 218.00)	
60-506-165 60-506-185	REC CENTER - MEDICAL EXPE REC CENTER - PAYROLL ACC <u>R</u>		250.00	1,540.00			
		478,877				0.00	
IUIAL PERS	SONNEL SERVICES	4/0,0//	30,913.11	464,010.57	0.00	14,866.43	90.90
SUPPLIES							
60-506-203	REC CENT - APPAREL	2,100	194.50	1,991.10	0.00	108.90	94.81
60-506-205	GENERAL SUPPLIES	3,825	123.02	3,685.57	0.00	139.43	96.35
60-506-206	CHEMICAL SUPPLIES	26,560	1,170.90	23,231.83	0.00	3,328.17	87.47
60-506-210	OFFICE SUPPLIES	2,000	0.00	1,778.32	0.00	221.68	88.92
60-506-212	CLEANING SUPPLIES	8,170	207.73	10,335.23	0.00 (2,165.23)	126.50
60-506-215	POOL SUPPLIES	3,500	119.98	3,789.13	0.00 (289.13)	108.26
60-506-216	VEHICLE SUPPLY(GAS)	0	0.00	0.00	0.00	0.00	0.00
60-506-220	EQUIPMENT SUPPLIES	4,500	371.98	1,687.68	0.00	2,812.32	37.50
60-506-221	AAC - SMALL EQUIPMENT	170	0.00	169.99	0.00	0.01	99.99
TOTAL SUPP	PLIES	50,825	2,188.11	46,668.85	0.00	4,156.15	91.82
	ITENIANCE						
<u>REPAIR & MAIN</u> 60-506-309		0	0.00	0.00	0.00	0.00	0.00
	R&M EQUIPMENT				0.00 (
60-506-310 60-506-315	EQUIPMENT	27,000	39,982.72	39,982.72		12,982.72)	148.08
60-506-315	POOL MAINTENANCE	18,000	1,545.16	11,387.39	2,500.00	4,112.61	77.15
60-506-316	COMPUTER MAINTENANCE	6,330	0.00	1,212.25	11.00	5,106.75	19.32
60-506-317	VEHICLE REPAIRS	0	0.00	0.00	0.00	0.00	0.00
60-506-320	BUILDING	43,000	1,020.85	28,963.89	0.00	14,036.11	67.36
TOTAL REPA	AIR & MAINTENANCE	94,330	42,548.73	81,546.25	2,511.00	10,272.75	89.11

REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: SEPTEMBER 30TH, 2023 PAGE: 3

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60 -ANGLETON ACTIVITY CENTER

DEPARTMENT - 06-MAINTENANCE DEPT.

DEPARTMENTAL EXPENDITURES		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
SERVICES							
60-506-405	TELEPHONE	0	0.00	0.00	0.00	0.00	0.00
60-506-410	UTILITIES	90,000	10,714.54	88,894.29	0.00	1,105.71	98.77
60-506-412	GENERAL PROGRAMS	0	0.00	82.00	0.00 (82.00)	0.00
60-506-413	YOUTH CAMPS	0	0.00	0.00	0.00	0.00	0.00
60-506-414	COMMUNITY EVENTS	0	0.00	0.00	0.00	0.00	0.00
60-506-415	LEGAL/PROFESSIONAL FEES	0	0.00	0.00	0.00	0.00	0.00
60-506-416	HEALTH AND WELLNESS	0	0.00	0.00	0.00	0.00	0.00
60-506-417	SENIOR PROGRAMS	0	0.00	0.00	0.00	0.00	0.00
60-506-418	MISCELLANEOUS/GEN PROGRAM	0	0.00	0.00	0.00	0.00	0.00
60-506-420	DUES & SUBSCRIPTIONS	3,081	216.41	3,535.45	0.00 (454.45)	114.75
60-506-425	TRAVEL & TRAINING	5,560	1,934.65	4,259.09	0.00	1,300.91	76.60
60-506-446	ADVERTISING	200	0.00	75.00	0.00	125.00	37.50
60-506-455	AAC - CONTRACT LABOR	0	0.00	0.00	0.00	0.00	0.00
60-506-456	CONTRACT LABOR-CLEANING	0	3,139.50	7,644.00	0.00 (7,644.00)	0.00
60-506-457	CONTRACT LABOR-INSTRUCTOR	39,000	2,760.00	32,250.00	60.00	6,690.00	82.85
60-506-458	CONTRACT LABOR-MISC	1,130	0.00	1,765.00	0.00 (635.00)	
60-506-460	REC-BUS SERVICES	1,130	0.00	0.00	0.00	0.00	0.00
60-506-461	REC CENTER-ANNUAL SOFTWAR	7,940	0.00	7,939.98	0.00	0.00	100.00
60-506-476	BANK CREDIT CARD CHARGES	3,000	0.00	10,974.62	0.00 (7,974.62)	
60-506-477	SCHOLARSHIP FUND	1,000	0.00	0.00	0.00	1,000.00	0.00
60-506-485	CONTRACT LEAGUES- ESCROW	1,000	0.00	0.00	0.00	0.00	
TOTAL SERVI		150,911	-	157,419.43	60.00 (6,568.43)	
MISCELLANEOUS 60-506-503	SURETY & NOTARY INS	0	199.94	199.94	0 00 (199.94)	0.00
60-506-505	INSURANCE	4,600	0.00	0.00	0.00	4,600.00	0.00
60-506-506	VEHICLE INSURANCE	4,000	0.00	0.00	0.00	4,000.00	0.00
60-506-507	BUILDING INSURANCE	62,671	0.00	81,275.00	0.00 (
60-506-508	INSURANCE COMMISSION	02,071	0.00	0.00	0.00	18,004.00)	0.00
60-506-510	EMPLOYEE APPRECIATION	500	211.92	419.03	13.93	67.04	86.59
60-506-511	TUITION REIMBURSEMENT	0	0.00	419.03	0.00		0.00
60-506-520	CONTINGENCY	0	0.00	0.00	0.00	0.00	0.00
60-506-525	REC CENTER REFUNDS	1,000	200.00	575.00	0.00	425.00	57.50
	REC CENTER -LEASE PAYMENT	4,470	0.00	4,094.97	0.00	375.03	91.61
60-506-599	REC-MISCELLANEOUS	4,470	0.00	0.00	0.00	0.00	
TOTAL MISCE		73,241	611.86		13.93 (
		- ,		,		-,,	
CAPITAL EXPENI							
60-506-626	CE-Equipment	0	0.00	0.00	0.00	0.00	0.00
	CAPITAL PROJECT	0	0.00	0.00	0.00	0.00	0.00
60-506-628	M&O CAPITAL	0	0.00	0.00	0.00	0.00	0.00
	ENERGY SAVINGS ELECTRICAL	0	0.00	0.00	0.00	0.00	0.00
60-506-630	CAPITAL PROJECT ENGINEER <u>I</u>	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPIT	TAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

CITY OF ANGLETON REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2023

60 -ANGLETON ACTIVITY CENTER

DEPARTMENT - 06-MAINTENANCE DEPT.

DEPARTMENTAL	EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	
OTHER								
60-506-700	TRANSFER TO FUND BALANCE	0	0.00	0.00	0.00	0.00	0.00	
60-506-701	TRANS TO GF FOR CARDIO E	0	0.00	0.00	0.00	0.00	0.00	
60-506-702	TRANSFER TO CAPT LEASE PA	0	0.00	0.00	0.00	0.00	0.00	
60-506-714	TANSFER TO SF CAP REP FUN	0	0.00	0.00	0.00	0.00	0.00	
60-506-719	TRANS TO CAP REV LOAN	0	0.00	0.00	0.00	0.00	0.00	
60-506-741	TRANS TO UNEMPLOYMENT FUN	0	0.00	0.00	0.00	0.00	0.00	
TOTAL OTHE	R	0	0.00	0.00	0.00	0.00	0.00	
TOTAL 06-MAI	NTENANCE DEPT.	848,184	95,089.57	836,209.04	2,584.93	9,390.03	98.89	
TOTAL EXPENDI	TURES	848,184	95,089.57	836,209.04	2,584.93	9,390.03	98.89	
REVENUE OVER/	(UNDER) EXPENDITURES	0 (12,991.65)	143,887.01 (2,584.93)(141,302.08)	0.00	

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AGENDA ITEM SUMMARY FORM

MEETING DATE:	10/16/2023					
PREPARED BY:	Megan Mainer					
AGENDA CONTENT:	Presentation and discussion with City's Financial Advisor regarding the Angleton Better Living Corporation's long-term debt capacity.					
AGENDA ITEM SECTION:	Regular Agenda					
BUDGETED AMOUNT:	NA FUNDS REQUESTED: NA					

FUND: NA

EXECUTIVE SUMMARY:

Joe Morrow, the City's financial advisor, will present and discuss Angleton Better Living Corporation's capacity to issue more long-term debt.

RECOMMENDATION:

NA



Contacts

Joe Morrow Managing Director 700 Milam Street, Suite 1200 Houston, Texas 77002 713.654.8690 Tel Joe.Morrow@hilltopsecurities.com

October 16, 2023

Angleton Better Living Corporation

2024 Funding Capacity

Sales Tax Revenue Bonds Vs. Certificates of Obligation (GO)

Sale Tax Revenue Bonds

- Pledge of Gross Sales Taxes
 From ABLC.
- Coverage of Revenue Over Debt
 Minimum 1.25X Better 1.40X .
- Reserve Fund Equal to Maximum Annual Debt Service.
- Additional Bonds Test.
- Credit Factor: Sales Tax is a passive income stream subject to economic swings.
- Interest Cost: Higher than a similarly rated General Obligation Credit.

General Obligation Bonds

- Pledge of Ad Valorem Taxes and a User Fee.
- No Coverage Required. Internal coverage recommended.
- ✤ No Reserve Fund Required.
- Additional Bonds at discretion of issuer.
- Credit Factor: Ad Valorem Taxes and user fees can be controlled annually with the setting of the tax rate/fee.
- Interest Cost: Lowest borrowing cost due to full faith and credit pledge.



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Angleton Better Living Corporation ("ABLC") - Review

Receives one half cent of sales tax revenue collected within the City limits of Angleton.

This is a passive tax. ABLC cannot increase the rate that is charged or impact the sale of goods within the City.

Sales Tax Revenue Bonds are not a realistic option for issuance of debt for ABLC currently.

Debt issued by the City comes with an ad valorem tax pledge. This means lower borrowing cost and no reserve fund requirement. It also means the debt is considered a direct debt of the City from a credit perspective.

Key Concept

Coverage: the amount that receipts of sales taxes exceed "hard costs." In the case of ABLC, hard costs include bond debt (fixed at issuance) and Operations of the Recreation Center, 30% of salaries for Parks and Recreation plus funding of recreation.



Concept of Coverage

	Revenues		2024	
Unassigned / Discretionary	ABLC Sales Tax	\$	2,014,446	
-	Interest		2,538	
Expenditures	Total Revenue	\$	2,016,984	
20%	Expenditures			
	ABL Legal Professional	\$	2,650	
	ABL Contingency		274,893	
Hard Expenditures	Park Design		20,000	
Debt Service				"Hard Costs"
Other	Transfer To General Fund		326,436	326,436
Required	Transfer To Debt Service Fund		428,848	428,848
Expenditures	Transfer to Activity Center		581,279	581,279
	Transfer to Recreation		382,878	382,878
80%		\$	2,016,984	<mark>\$ 1,719,441</mark>
			(Revenues /	[/] Hard Costs)
			(\$2,016,984)	/ \$1,719,441)
	Current Coverage of Hard Costs by Revenues			1.17 X
	Target Coverage			1.25 X
	To meet 1.25X Coverage, Hard Cost Exp	end	itures must no	t be
	more than 80% of Revenues			

more than 80% of Revenues



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Recent Sales Tax Collections

Fiscal Collections 9-30-23

Fiscal Collections 9-30-22

	Over														
	C	omptroller		City		ABLC	(Under)			Со	mptroller		City		ABLC
Date		Payment		1%		0.50%	Prior Yr. Month]	Date	Р	Payment		1%	0.50%	
12/31/2022	\$	486,708.63	\$	324,472.42	\$	162,236.21	14.86%	1	2/31/2021	\$	423,738.27	\$	282,492.18	\$	141,246.09
1/31/2023		457,953.70		305,302.47		152,651.23	11.59%		1/31/2022		410,380.64		273,587.09		136,793.55
2/28/2023		646,481.21		430,987.47		215,493.74	15.47%		2/28/2022		559,871.23		373,247.49		186,623.74
3/31/2023		429,789.89		286,526.59		143,263.30	10.91%		3/31/2022		387,508.43		258,338.95		129,169.48
4/30/2023		426,319.76		284,213.17		142,106.59	11.07%		4/30/2022		383,844.57		255,896.38		127,948.19
5/31/2023		560,587.54		373,725.03		186,862.51	7.33%		5/31/2022		522,316.58		348,211.05		174,105.53
6/30/2023		403,574.15		269,049.43		134,524.72	-9.68%		6/30/2022		446,843.22		297,895.48		148,947.74
7/31/2023		470,074.86		313,383.24		156,691.62	1.99%		7/31/2022		460,909.55		307,273.03		153,636.52
8/31/2023		569,876.18		379,917.45		189,958.73	15.34%		8/31/2022		494,088.51		329,392.34		164,696.17
9/30/2023		430,064.75		286,709.83		143,354.92	1.43%		9/30/2022		423,988.49		282,658.99		141,329.50
10/31/2023				-		-		1	0/31/2022		483,846.48		322,564.32		161,282.16
11/30/2023				-		-	_	1	1/30/2022		547,011.72		364,674.48		182,337.24
<u> </u>	\$ 4	4,881,430.67	\$	3,254,287.11	\$ 3	1,627,143.56	_		_	\$5,	,544,347.69	\$ 3	3,696,231.79	\$1	.,848,115.90
							-		_						
		Budgeted Sal	es T	ax Revenue	\$	1,849,485									
	Ten Months Percent of Budget 83.33%														

Percent of Actual YTD 87.98%



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Possible City CO Sale For ABLC - 2nd Quarter 2024

iscal								Grand Total
/ear		Existing Debt		New Combination Tax & Revenue CO, Series 2024			ABLC	
)-Sep	Principal	Interest	Total	Principal	Coupon	Interest	Total	Debt Service
2024	\$ 335,000	91,223	426,223			\$ 75,417	\$ 75,417	501,639
2025	345,000	80,048	425,048	\$ 135,000	5.00%	222,875	357,875	782,923
2026	340,000	68,348	408,348	140,000	5.00%	216,000	356,000	764,348
2027	200,000	59,548	259,548	150,000	5.00%	208,750	358,750	618,298
2028	195,000	53,623	248,623	155,000	5.00%	201,125	356,125	604,748
2029	195,000	47,773	242,773	165,000	5.00%	193,125	358,125	600,898
2030	190,000	41,998	231,998	175,000	5.00%	184,625	359,625	591,623
2031	190,000	37,023	227,023	185,000	5.00%	175,625	360,625	587,648
2032	190,000	32,773	222,773	190,000	5.00%	166,250	356,250	579,023
2033	190,000	28,466	218,466	200,000	5.00%	156,500	356,500	574,966
2034	190,000	24,104	214,104	210,000	5.00%	146,250	356,250	570,354
2035	190,000	19,741	209,741	225,000	5.00%	135,375	360,375	570,116
2036	190,000	15,345	205,345	235,000	5.00%	123,875	358,875	564,220
2037	190,000	10,915	200,915	245,000	5.00%	111,875	356,875	557,790
2038	145,000	7,250	152,250	260,000	5.00%	99,250	359,250	511,500
2039	145,000	4,350	149,350	270,000	5.00%	86,000	356,000	505,350
2040	145,000	1,450	146,450	285,000	5.00%	72,125	357,125	503,575
2041	-		-	300,000	5.00%	57,500	357,500	357,500
2042	-		-	315,000	5.00%	42,125	357,125	357,125
2043				335,000	5.00%	25,875	360,875	360,875
2044				350,000	5.00%	8,750	358,750	358,750
2045					_			
	\$ 3,565,000	\$ 623,974 \$	6 4,188,974	\$ 4,525,000	-	\$ 2,700,542	\$ 7,234,292	\$ 11,064,515

Assume a delivery date of 4-15-2024.

Assumes Revenue for New Debt As Follows: Debt Service 2023 less Debt Service 2024 = \$ 107,735, plus \$250,000 from Contingency. Total Revenue to serve additional New Debt = 357,735.



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AGENDA ITEM SUMMARY FORM

BUDGETED AMOUNT:	\$261,296.00	FUNDS REQUESTED: \$261,296.00
AGENDA ITEM SECTION:	Public Hearing	
AGENDA CONTENT:	•	g regarding designation of projects for the Corporation for fiscal year 2023-2024.
PREPARED BY:	Megan Mainer, Directo	r of Parks & Recreation
MEETING DATE:	10/16/2023	

FUND: 40-506-520

EXECUTIVE SUMMARY:

Pursuant to the Texas Local Government Code, Secs. 505.159, staff proposes that the Angleton Better Living Corporation use of sales tax proceeds to fund all, or portions of, the following projects for fiscal year 2023-2024:

	PROJECT	AMOUNT
a.	Committed last FY and should be complete by end of FY22-	\$46,313
	23: Agreement between Angleton ISD and City to	
	rehabilitate tennis courts on Downing Street approved by	
	ABLC at the June 6, 2022 meeting to be funded through ABLC	
	fund balance	
b.	Committed last FY and carried over to FY23-24: Design	\$27,632.74 of \$64,638
	Development for Freedom Park Passive Area to be	
	completed by Burditt Consultants which was approved by	
	ABLC at the October 3, 2022 meeting	
c.	Committed last FY and carried over to FY23-24: Pursue a	\$20,000
	TxDOT Transportation Alternatives (TA) Grant in project	
	category Active Transportation Non-Instructure for a	
	Multimodal Transportation and Trails Master Plan	
d.	Committed last FY and carried over to FY23-24: BG Peck	\$33,476
	Soccer Complex Solar LED Lighting (Parking Lot)	
e.	FY 2023-2024 ADA Park Transition Plan Items	\$52,900
f.	FY2023-2024 ADA Angleton Recreation Center Transition	\$12,200
	Plan Items	
g.	Well Water Pump at BG Peck Soccer Complex	\$8,788
h.	Mower	\$11,998

Ι.	Trailer	\$6,295
j.	Skid steer lease	\$20,550
k.	Natatorium Components	\$88,510 - \$396,035.60
Ι.	Natatorium Deck	\$47,623 - \$74,800
j.	ARC pool plaster	\$162,585
k.	Chemtrol system	\$6,567
Ι.	BG Peck culvert rehab	\$30,800
m.	BG Peck Soccer Complex road rehab	\$37,700
n.	BG Peck Soccer Complex field grading	TBD
0.	ARC Master Plan	\$70,000
р.	SECO grant matching funds	\$10,000
q.	Gymnasium Painting	\$16,000
r.	Angleton Recreation Center natatorium lighting	\$52,225.82
s.	IT Server/Data Storage	\$17,000
t.	Angleton Recreation Center aerobics room improvements	\$70,000
u.	TxDOT Transportation Alternatives (TA) Grant in project	\$10,000
	category Active Transportation Non-Instructure for a	
	Multimodal Transportation and Trails Master Plan	
٧.	Land, buildings, equipment, facilities, and improvements to	TBD
	enhance the City of Angleton's public park facilities, suitable	
	for amateur sports, entertainment, tourist, and public park	
	purposes and events, including parks and park facilities,	
	open space improvements, and related parking facilities,	
	roads, water and sewer facilities, and other related	
	improvements that enhance any of those items	
	TOTAL	\$952.346.17+

TOTAL \$952,346.17+

RECOMMENDATION:

The Angleton Better Living Corporation will conduct a public hearing to solicit citizen input regarding the proposed projects and type of general projects identified and described.



AGENDA ITEM SUMMARY FORM

BUDGETED AMOUNT:	\$261,296.00	FUNDS REQUESTED: \$261,296.00
AGENDA ITEM SECTION:	Regular Agenda	
AGENDA CONTENT:	•	action on designation of projects for the Corporation for fiscal year 2023-2024.
PREPARED BY:	Megan Mainer, Director	of Parks & Recreation
MEETING DATE:	10/16/2023	

FUND: 40-506-520

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	roads, water and sewer facilities, and other related	
	improvements that enhance any of those items	
	τοται	\$952,346,17+

TOTAL \$952,346.17+

Last fiscal year, the Angleton Better Living Corporation approved funding to rehabilitate Angleton ISD tennis courts on Downing Street (which was not complete until FY23-24), design development for Freedom Park Passive Area (which will not be complete until FY23-24), matching funds for the TxDOT Transportation Alternatives (TA) Grant for a Multimodal Transportation and Trails Master Plan, and BG Peck Soccer Complex Solar LED Lighting (Parking Lot).

Other project priorities include ADA Self-Evaluation and Transition plan items for year two, capital outlay equipment (e.g. mower, trailer, and skid steer lease) that was not budgeted this fiscal year, well water pump at BG Peck Soccer Complex, and improvements to the Angleton Recreation Center Natatorium.

Staff have been working on various short and long-term solutions for water features components in the Angleton Recreation Center Natatorium. A short-term solution was identified but the contractor later withdrew and recommended a long-term solution. Staff has included a range of solutions and pricing as supporting documentation within your agenda packet to discuss and consider.

Staff submitted two 20% matching SECO grants up to \$50,000 to help retrofit lighting to LED energy efficient solutions. One application was specifically to address Angleton Recreation Center Natatorium lighting, and another was for lighting throughout the Angleton Recreation Center. Staff should have a response by the end of the month.

Staff have been working with HDR, city contracted engineers, to provide a scope of work for BG Peck Soccer Complex field grading, culvert cutting, and parking lot entry relocation. When a scope of work is received, staff will publish a RFP to get an understanding of improvement costs.

RECOMMENDATION:

Staff recommends ABLC discuss proposed projects for fiscal year 23-24 and consider approving projects that can be supported by budgeted funds or discuss alternative uses of funds including long-term debt payments.



210 Spring Hills Drive, Suite 140

Spring, Texas 77386

o. 281.404.7578 c. 832-588-1514

c. casey@beyondbluepools.com

ESTIMATE #	DATE
	9/22/2023

 TO

 Name
 City Of Angleton Per Magan Mainer

 Street Address
 1601 N Valderas

 City, State ZIP
 Angleton Tx 77515

 Owner Phone #
 979-849-4364 EXT 4101

Other Details

WATER PLAYGROUND

SEE SPEC SHEET FOR DETAILS

QUOTE INCLUDES: PARTS, LABOR, AND INSTALLATION

		_	
ITEMIZED COSTS	Sales Tax		AMOUNT
Excavation w/ Steel/Rebar		\$	-
Plumbing Labor		\$	-
Electical Labor		\$	-
Gunite		\$	-
Replaster Pool and Spa		\$	-
Re-Tile Pool Swim Lanes and Toe Tile (includes bead blast of all existing tile)		\$	-
Materials for Re-Tile	x	\$	-
Equipment	x	\$	81,765
Decking		\$	-
Kitchen/Fire Features	x	\$	-
Landscape		\$	-
Pergola/Patio		\$	-
Start up/Chem Rebalance	x	\$	-
Permits		\$	-
	Sub Total	\$	81,765
	Sales Tax	\$	6,746
Thank you for your business!	TOTAL ESTIMATE	\$	88,510

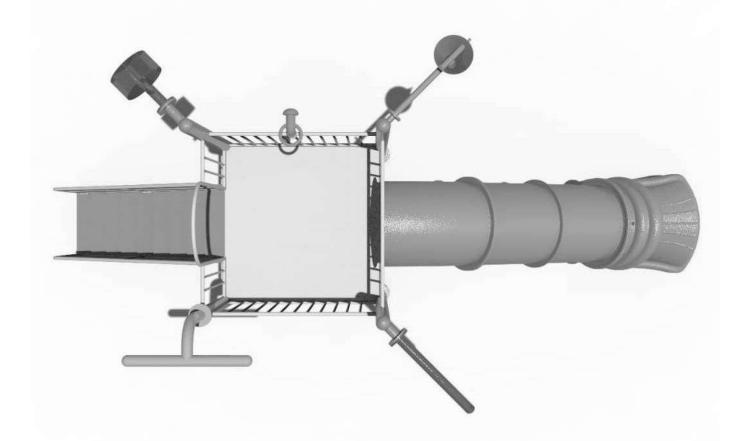
Note: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work. Estimate good for 30 days.

To schedule a time for us to complete the work, or if you have any questions, please contact Casey Lee, Beyond Blue Pools, casey@beyondbluepools.com Your Project Manager is Tristan Francis (tristan@beyondbluepools.com or 832-421-5519)

Splashpad Equipment – Beyond Blue Pools



We are a local Texas manufacturer and installer of high quality splashpad stainless steel features. We include in our servicing an industry leading warranty and servicing included with all our projects as well as direct (on-site) support for the 1st year and virtual support for 2 years following that free of charge.



3



Payment Terms

Upon signature of the contract, we require payment as follows:

- 50% on contract signature
- 50% on installation completion



952.445.5135 | 877.632.0503 aquatix.playlsi.com

Angleton Rec Center

Splash Pad Design Proposal 10/5/2023

Presented by Ryan Cicatello

Lone Star Recreation of Texas (281) 970-9010 ryan.cicatello@lonestarrecreation.com





Angleton Rec Center Design# 1157711-02-02 10/5/2023

















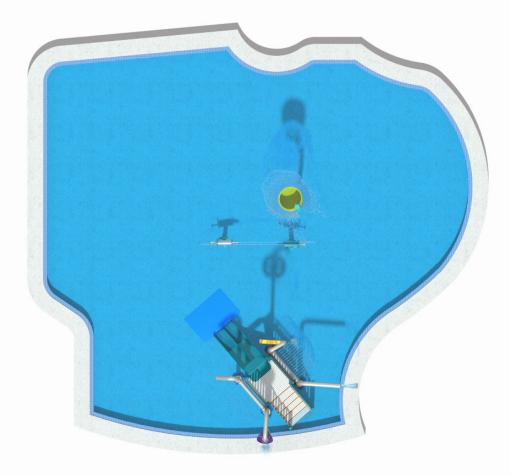












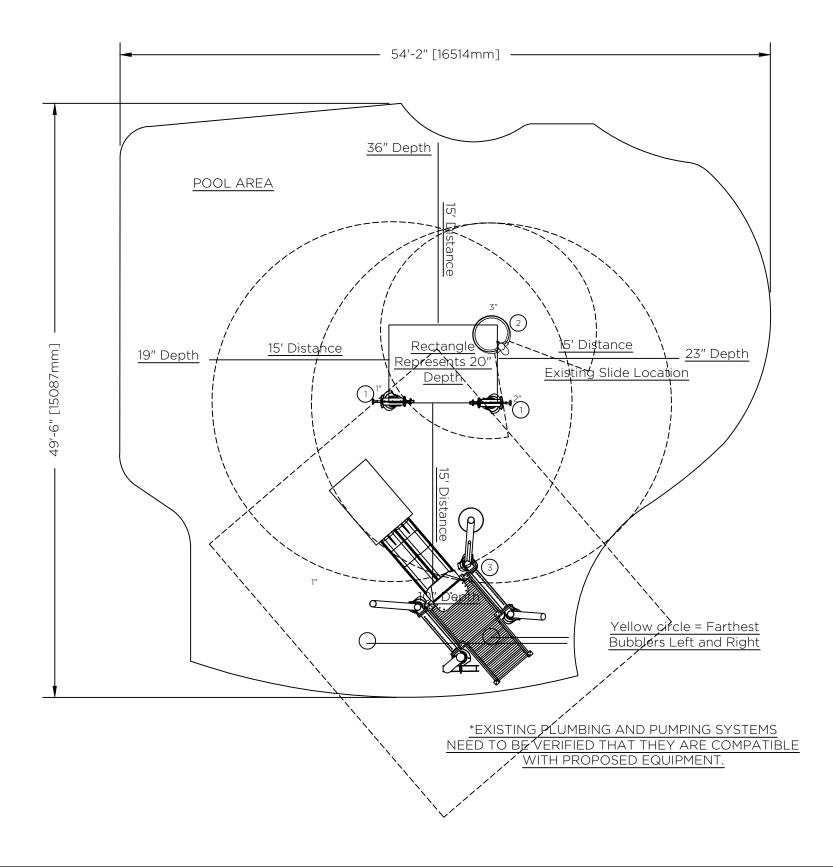
NOTE:

- ALL CONCRETE SLOPES TO BE 1/8"/FT MIN. AND 1/4"/FT MAX.
- SITE ELEVATIONS OF SPLASH PAD AND CONCRETE APRON TO BE VERIFIED BY OTHERS. AQUATIX ELEVATION REFERENCE IS 0'-0" FOR TOP OF DRAIN BOX, ALL OTHER NOTED ELEVATIONS ARE REFERENCED FROM THAT POINT.
- REFER TO SPEC SHEET AND INSTALLATION DRAWING FOR EACH PRODUCT
- ACTUAL SIZE, SHAPE, AND LOCATION OF SPLASH PAD TO BE FIELD DETERMINED BY OTHERS. ALL DIMENSIONS OF SIZE AND SHAPE OF SPLASH PAD FOR REFERENCE ONLY. THE INTENT OF A SPLASH PAD IS TO BE A DRY
- DECK WITH NO STANDING WATER. THE WATER IS TO BE CONTAINED WITHIN THE PERIMETER OF THE SPLASH PAD AND ALL WATER IS TO DRAIN INTO THE DRAIN BOXES. THE CONCRETE IS TO BE FORMED AND SLOPED TO ACCOMMODATE THIS DRAIN PATTERN.
- ALL TREATED SPLASH PAD WATER IS INTENDED TO REMAIN WITHIN DESIGNATED SPLASH PAD DECK. UNDER NO CIRCUMSTANCES SHOULD SLOPE OF SPLASH PAD ALLOW WATER TO DRAIN OFF PAD.
- UNDER NO CIRCUMSTANCES SHALL THE SURROUNDING HARDSCAPE AREA BE SLOPED TO ALLOW WATER TO BE DRAINED INTO THE SPLASH PAD DECK.
- ALL CONCRETE SURFACES TO HAVE A MEDIUM BROOM FINISH. 9.
- COORDINATE EXPANSION JOINT AND SAW CUT LOCATIONS WITH PLAY EQUIPMENT LOCATIONS. 10. DRAWINGS ARE FOR DESIGN/LAYOUT PURPOSES
- ONLY. PLEASE SEE AQUATIX BY LANDSCAPE STRUCTURES FOR INCLUDED STRUCTURES, EQUIPMENT, SERVICES, AND EXCLUSIONS.
- SPLASH ZONES ARE APPROXIMATE. ACTUAL 12. SPLASH ZONE MAY VARY BASED ON VARIOUS ENVIRONMENTAL CONDITIONS, FLOW RATES, SLOPE OF THE SPLASH PAD, SUBMERGENCE DEPTH AND WIND.
- 13
- DRAWINGS ARE <u>SCHEMATIC</u> ONLY. 18" OF GRANULAR FILL RECOMMENDED, OR AS 14 SOIL CONDITIONS AND/OR LOCAL CODE REQUIRES WITH A MINIMUM OF 2500 PSF SOIL BEARING CAPACITY
- THERE IS TO BE A MINIMUM OF 6" OF GRANULAR FILL AROUND ALL PIPING
- 16 CONCRETE REINFORCEMENT TO BE #4 REBAR @12" O.C. EACH WAY OR EQUIVALENT WELDED WIRE MESI (W6 ON 4"X4" SPACING OR W10 ON 6"X6" SPACING) SCHEDULE 80 PVC TO BE UTILIZED FOR ALL 17
- SPLASH PAD MECHANICAL SYSTEM PIPING. LEVEL MOUNTING AREA REQUIRED FOR ALL 18. PRODUCTS
- 19. RECOMMENDED POOL WATER DEPTHS: -DO NOT EXCEED 6" WATER DEPTH ON GROUND SPRAYS AND STRUCTURES UP TO 24" TALL -DO NOT EXCEED 12" WATER DEPTH ON
- STRUCTURES UP TO 48" TALL -DO NOT EXCEED 18" WATER DEPTH ON
- STRUCTURES TALLER THAN 48" -DO NOT EXCEED 12" WATER DEPTH ON MULTI LEVEL PLATFORMS . NO WATER SPRAY OR CRAWL
- TUNNEL TO BE UNDERWATER.

POOL AREA: 2122 SQ FT. TOTAL FEATURE FLOW RATE: 170 GPM

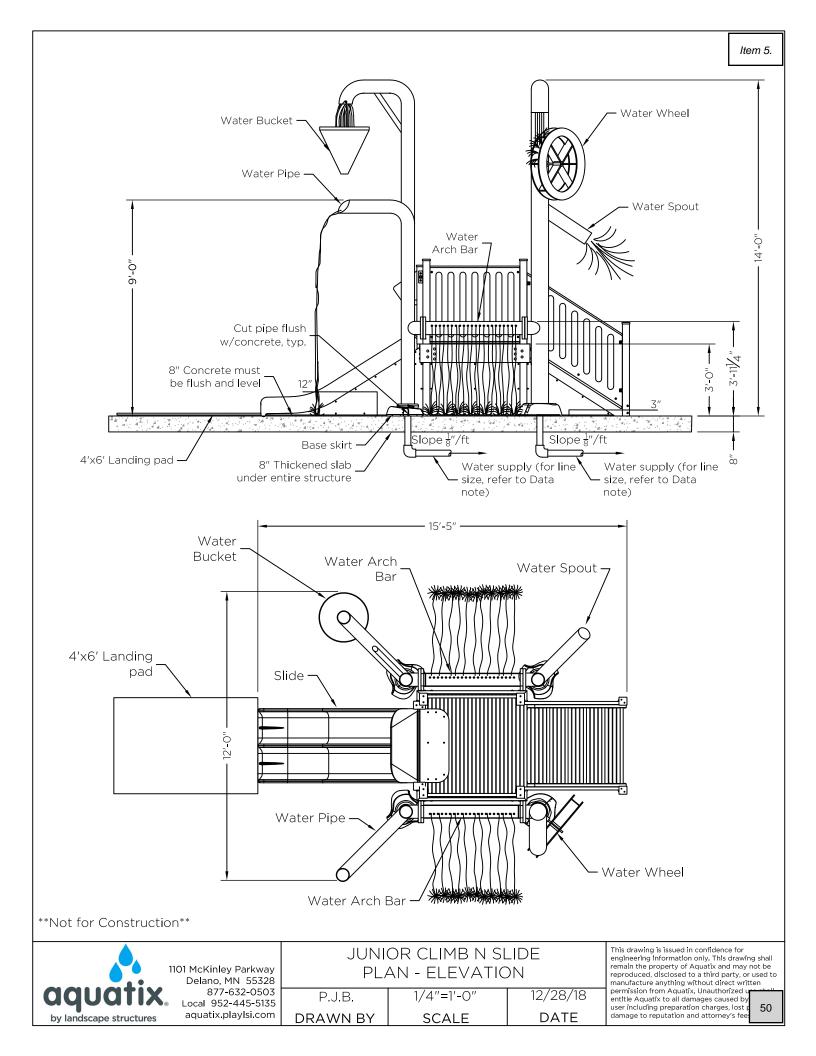
PRELIMINARY FOR BID ONLY

NOT FOR CONSTRUCTION



NO	PRODUCT	QTY	GPM	LINE SIZE
1	JET STREAM	2	5 EA	1" EA
2	MINI FLASHFLOOD	1	10	$1\frac{1}{2}''$
3	JUNIOR CLIMB N SLIDE	1	150	(2) 2" & (2) 3"

DATE		Ite	en	1 :	5.	
REVISION						
NO						
1101 MCKINLEY PARKWAY	DELANU, MN 55528 877-652-0503 1.041 065-04046475	aquatix playlsicom				by landscape structures
Ш	CENTER	H PAD	OC A TION		ILEION, IX	
	ANGLETON REC CEN	SPLAS		(ANGLE	
DATE JOB TITI	10/5/23 ANGLETON REC	SPLAS			ANG	
	ANGLETC	SPLAS				
CHECKED DWG. FILE DATE	ANGLETC					
DWG. FILE DATE	ANGLETC	SHEET TITLE SPLAS		PROPOSED SPLASH PAD	SCHEMATIC LAYOUT	
CHECKED DWG. FILE DATE	10/5/23 ANGLETC					
SCALE DRAWN CHECKED DWG. FILE DATE	NOT TO SCALE RB IO/5/23 ANGLETC					2
SCALE DRAWN CHECKED DWG. FILE DATE	NOT TO SCALE RB IO/5/23 ANGLETC	SHEET TITLE		PROPOSED SPLASH PAD	SCHEMATIC LAYOUT	2





Design Number:

1157711-02-02

Lone Star Recreation of Texas, LLC.

10701 Corporate Drive Suite 390 Stafford, TX 77477 PROPOSAL Quote # 12111-02

Recreation		Phone: 281-970-9010		
			Date:	10/5/2023
			Proposal Expires:	11/4/2023
Contact:	Andrew Morgan			
Company:	City of Angleton			
Phone:	(979) 849-4364 ext. 4111		Terms	
Email:	amorgan@angleton.tx.us		INCO Terms:	F.O.B. Manufacturing Plant
			Estimated Mfg. Lead Ti	me: 16-18 weeks ARO*
Ship To:	Landscape Structures, Inc.		Payment Terms:	
	Certified Installer		Equipment:	Based upon approved terms
			Installation:	Based upon approved terms
Bill To:	City of Angleton		Proposal Prepared By	
	121 S Velasco		Contact:	Vanessa Zelaya
	Angleton, TX 77515		Phone:	281-970-9010
			Email:	Vanessa.Zelaya@LoneStarRecreation.com
Installation Site:	Angleton Recreation Cente	r	Sales	
	1601 N Valderas St.		Contact:	Ryan Cicatello
	Angleton, TX 77515		Phone:	281-970-9010

Email:

*Lead Time determined by best available ship date when order is placed.

Ryan.Cicatello@LoneStarRecreation.com

QTY	ITEM NO.	ITEM NO.	DESCRIPTION	UNIT PRICE	EX	TENDED AMT
	1157711-02-02	157711-02-02 Water P	lay Features - Pool Project			
2	AQ100835	AQ100835 Jet Stream		\$ 10,759.00	\$	21,518.00
1	AQ100822	AQ100822 Mini FlashFlood		\$ 22,181.00	\$	22,181.00
1	AQ100606	AQ100606 Jr. Climb N Slide		\$ 113,749.00	\$	113,749.00
1		Custom Pipe Water Bar		\$ 21,200.00	\$	21,200.00
1	INSTALLATION	per design #1157711-02 - Demo of existing struct - Supply and Installation *This is for concrete need by no more then 6" or les - Installation of MEP Installation of Aquatix W of feature pump & motor be in acceptable working - Pool Floor Replaster after construct	ure of Concrete led to raise the floor under the elevation s. dater Play Features including replacement r. All piping and equipment assumed to	\$ 195,000.00	\$	195,000.00

By signing this proposal, the customer is agreeing to the scope of work and terms.

Print Name	PO/Ref. #	Title	101112 \$	
			TOTAL \$	367,573.60
			SALES TAX	Exempt
Accepted by Customer		Date	FREIGHT \$	12,608.00
			BUYBOARD #679-22 \$	(18,682.40)
			INSTALLATION \$	195,000.00
			EQUIPMENT \$	178,648.00
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Pricing is for the above listed equipment only: NO installation, subgrade, drainage, additional contract terms, additions or deletion, change orders, insured addendum, off loading of equipment, storage of product, site security, retainage, or any applicable taxes, bonds, permits or freight are included unless listed as separate line items.

Individual line items invoiced according to Schedule of Payments. Freight charges will be included with initial invoice.

Tax Exemption Certificate must be supplied with order if applicable

Change orders, cancellation, and/or rescheduling of services will be subject to available

schedule and payment for incurred time, expenses, freight, and/or fees.

LSRT reserves the right to apply payments to past due invoices first before applying payments to specific orders.

1.5% per month late payment fee will be applied for late payments

LSRT Terms and Conditions apply unless Subcontract is on file.



ADDITIONAL TERMS AND CONDITIONS

Entire Agreement: This document, including the proposal and any referenced attachments in the proposal, if any, contains the entire agreement and understanding between the parties with respect to the transaction contemplated. This document sets forth all of the promises, agreements, conditions, and understandings between the parties respecting the subject matter hereof, and replaces and supersedes all negotiations, conversations, discussions, correspondence, memorandums, and oral agreements between the parties, as well as any prior writings. Except as set forth in this document, including any attached exhibits, if any, there are no other agreements, representations, warranties, or covenants by or among the parties hereto with respect to the subject matter hereof. This document, including any attached exhibits, if any, supersedes all other agreements, written or oral, between the parties with respect to the transaction contemplated.

Modification: No alteration, amendment, modification, or waiver of any provision of this Agreement shall be valid or effective unless it is in writing and signed by all parties. No oral agreement or course of conduct to the contrary, shall be deemed an alteration, amendment, modification, waiver, or cancellation. No evidence of any alteration, amendment, modification, or waiver shall be offered or received in evidence in any proceeding, mediation, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such alteration, amendment, modification, or waiver is in writing, duly executed by both parties. Any waiver or consent shall be effective only in the specific instance and for the purpose for which it was given.

Severability: If any provision of this Agreement is determined to be invalid or not enforceable, or is prohibited by law for any reason, the invalidity shall not affect the validity of the remaining provisions of this Agreement. The rest of the Agreement will be unaffected.

No Waiver of Rights: No waiver by any party of any of its rights or remedies hereunder shall be considered a waiver of any other subsequent right or remedy of that party. The waiver by any party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of this Agreement. The failure of any party at any time to require performance by another party of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. No delay or omission in the exercise of enforcement by either party of any rights or remedies shall ever be construed as a waiver of any right or remedy of that party. No exercise or enforcement of any rights or remedies shall ever be held to exhaust any right or remedy of any party. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein or therein and in any documents delivered in connection herewith or therewith. Forbearance or neglect on the part of either party to insist upon strict compliance with the terms of this Agreement shall not be construed as or constitute a waiver thereof.

Relationship of Parties: Nothing contained in this Agreement shall be deemed or construed by the parties, or by any third party, to create the relationship of employer/employee, partnership, or joint venture between the parties hereto, it being understood and agreed that no provision contained herein shall be deemed to create any relationship between the parties hereto other than as client and independent contractor.

Compliance with Laws: The parties hereto shall each comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations, and codes.

Collaborative Dispute Resolution: The parties hereto shall cooperate with each other to affect the purpose and intent of this Agreement. If a dispute arises concerning this Agreement that cannot be resolved collaboratively, either with or without the assistance of collaborative counsel, the parties will try in good faith to settle the dispute through mediation conducted by a mediator to be mutually selected. The parties will share the cost of the mediator equally, but each party shall remain solely responsible for their own attorneys' fees and costs. The parties will cooperate fully with the mediator and will attempt to reach a mutually astisfactory resolution of the dispute. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, the parties agree that the dispute can proceed to the courts of Harris County, Texas, governed by the laws of the State of Texas for Collaborative Law.

Governing Law: This Agreement, and the rights and obligations of the parties hereunder, is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas applicable to contracts made and to be performed wholly within Texas, without regard to any choice or conflict of laws rules, shall govern the validity, construction, enforcement, and interpretation of this Agreement. Any litigation arising from this Agreement will be brought in the courts of Harris County.

Attorneys' Fees: Excluding mediation, in the event that an action, litigation, or proceeding results from or arises out of this Agreement or the performance thereof, including any appeal or the collection of any judgment, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled, as allowable by law. A prevailing party is defined as a party who secures a judgment in its own favor through a legal process other than mediation.

Successors and Assigns: Except as specifically provided in this Agreement, no party may assign, delegate, or transfer any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other, which consent will not be unreasonably withheld. The terms hereof are contractual in nature and are not mere recitals, and the obligations created by this Agreement shall be binding upon the successors, legal representatives, and permitted assigns of the parties hereto, forever.

Force Majeure: Neither party shall be liable, nor held in breach of contract, for any loss, damage, and/or any delay in performance that may be suffered as a direct or indirect result of either party being prevented, hindered, or delayed in its performance by circumstances beyond that party's reasonable control due to force majeure, including among others, strikes; lock outs, accidents; trade or labor disputes; natural disasters, including explosions, fire, flood, storm, wind, or drought; war, terrorism, riots, civil commotion, government action, embargoes, and/or acts of civil or military authorities; shortages of transportation, facilities, fuel, energy, labor, or materials; acts of God (specifically including hurricanes and inclement weather that shuts down city services); or any delay or failure resulting from a cause or causes outside either party's reasonable control. If timely completion is prevented by any cause of force majeure, then such failure or delay shall not constitute default.

Escalation: During the performance of this agreement, if the price of materials, equipment or energy are significantly increased, through no fault of Lone Star Recreation of Texas, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant increases. As used herein, a significant price increase shall mean any increase exceeding 5% from the date of the contract signing. Such price escalations shall be documented through change order, quotes, invoices, and/or receipts in accordance with the agreed contract procedure. Where the delivery of material, equipment, or energy is delayed, through no fault of the contractor, as a result of the shortage or unavailability, contractor shall not be liable for any additional costs or damages associated with such delay(s).

Gender and Numbers: Unless the context clearly indicates, whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

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Headings: The section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning, interpretation, or construction of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement, or the intent of any provisions hereof.

Voluntary Agreement & Advice of Counsel: The parties confirm and agree that each (i) has relied on its own judgment and has not been induced to sign or execute this Agreement by promises, agreements, or representations not expressly stated herein, (ii) has freely and willingly executed this Agreement and hereby expressly disclaims reliance on any fact, promise, undertaking or representation made by any other party, save and except for the express agreements and representations contained in this Agreement, (iii) was not in a significantly disparate bargaining position with regard to any other party, and (iv) has been represented by legal counsel in this matter or has voluntarily waived that right.

Multiple parts: This Agreement may be executed by the parties hereto in any number of separate counterparts, each and all of which taken together shall be deemed for all purposes to be one agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart signed by the party to be charged.

Electronic Signatures: This Agreement may be executed by the parties hereto with electronic signatures, each of which shall be deemed for all purposes to be an original signature. It shall not be necessary in making proof of this Agreement to produce or account for an original signature made with a traditional ink writing instrument.

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Product Warranty

Products and components manufactured by Aquatix are designed and built according to the highest standards. However, in the event of any warranty requirements, Aquatix, will work attentively to resolve the request.

Warranties

1 Year	All mechanical system components against defects in workmanship and materials. Landing pad installation.
2 Years	All moving parts, finishes, hardware, polyurethane collars, acrylic and plastic panel attachments. HydroLogix System components against defects in workmanship and materials.
5 Years	All brass and stainless steel components, including, spray nozzles, spray caps, and spray heads. Landing pad material against defects in workmanship and materials.
25 Years	All stainless steel and fiberglass structures against defects in workmanship and materials: fiberglass structures also include a lifetime warranty against rust and corrosion.

The warranty period starts from date of shipment. Warranties stated above are valid only if products have been installed in conformance with Aquatix installation and assembly instructions and maintained according to the maintenance procedures furnished by Aquatix; have not been subjected to abnormal use other than the purpose for which the products were designed; have not been subjected to misuse, negligence, vandalism, lightning or accident, flood, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, have not been subjected to additional or substitution of parts; and have not been modified, altered, or repaired by persons other than seller or seller's designees in any respect which, in the judgment of the seller, affects the condition of operation of the structures and/or components.

The liability of Aquatix under this warranty is limited to the replacement of defective material within the warranty period. Aquatix will not be responsible for costs associated with shipment, removal or re-installation of defective material.

This warranty is exclusive and in lieu of all other warranties, whether expressed or implied, including but not limited to any warranty of merchantability or of fitness for a particular purpose.

Any surety bonds issued pursuant to any contract or seller's invoice shall not include coverage for this guarentee or warranty beyond one year.

If you would like to make a claim, please contact your representative or send your written statement of claim, along with the original project number and/or project name to:

Aquatix by Landscape Structures 1101 McKinley Parkway Delano 55328 To contact Aquatix with any questions or comments: Call Toll-free: **877. 632. 0503** Phone: **952.445.5135** Email: **aquatix@playIsi.com**



© 2023



952.445.5135 | 877.632.0503 aquatix.playlsi.com

Angleton Rec Center

Splash Pad Design Proposal 9/27/2023

Presented by Ryan Cicatello

Lone Star Recreation of Texas (281) 970-9010 ryan.cicatello@lonestarrecreation.com











Angleton Rec Center Design# 1157711-01-04 9/27/2023





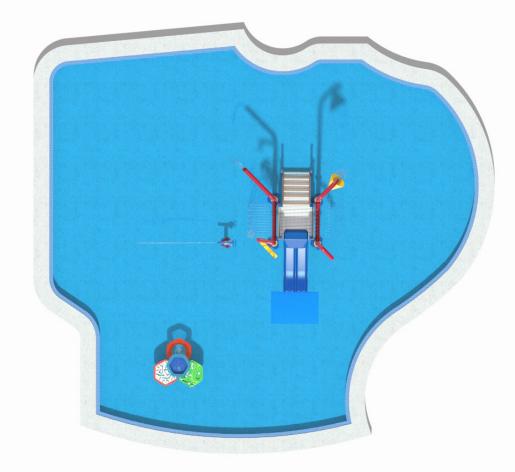












NOTE:

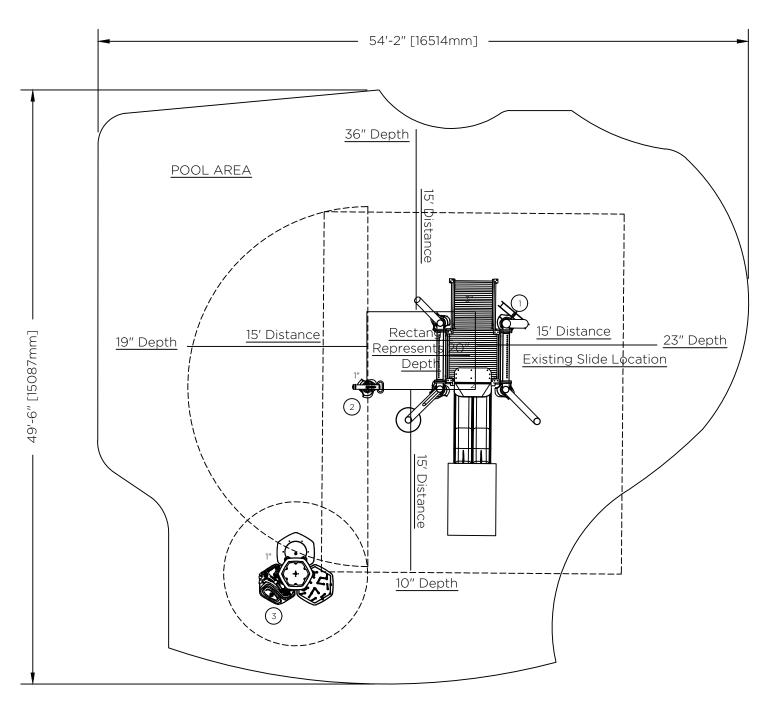
- ALL CONCRETE SLOPES TO BE 1/8"/FT MIN. AND 1/4"/FT MAX.
- SITE ELEVATIONS OF SPLASH PAD AND CONCRETE APRON TO BE VERIFIED BY OTHERS. AQUATIX ELEVATION REFERENCE IS 0'-0" FOR TOP OF DRAIN BOX, ALL OTHER NOTED ELEVATIONS ARE REFERENCED FROM THAT POINT. REFER TO SPEC SHEET AND INSTALLATION
- DRAWING FOR EACH PRODUCT
- ACTUAL SIZE, SHAPE, AND LOCATION OF SPLASH PAD TO BE FIELD DETERMINED BY OTHERS. ALL DIMENSIONS OF SIZE AND SHAPE OF SPLASH
- PAD FOR REFERENCE ONLY. THE INTENT OF A SPLASH PAD IS TO BE A DRY DECK WITH NO STANDING WATER. THE WATER IS TO BE CONTAINED WITHIN THE PERIMETER OF THE SPLASH PAD AND ALL WATER IS TO DRAIN INTO THE DRAIN BOXES. THE CONCRETE IS TO BE FORMED AND SLOPED TO ACCOMMODATE THIS DRAIN PATTERN.
- ALL TREATED SPLASH PAD WATER IS INTENDED TO REMAIN WITHIN DESIGNATED SPLASH PAD DECK. UNDER NO CIRCUMSTANCES SHOULD SLOPE OF SPLASH PAD ALLOW WATER TO DRAIN OFF PAD.
- UNDER NO CIRCUMSTANCES SHALL THE SURROUNDING HARDSCAPE AREA BE SLOPED TO ALLOW WATER TO BE DRAINED INTO THE SPLASH PAD DECK.
- ALL CONCRETE SURFACES TO HAVE A MEDIUM BROOM FINISH. 9.
- COORDINATE EXPANSION JOINT AND SAW CUT LOCATIONS WITH PLAY EQUIPMENT LOCATIONS. 10. DRAWINGS ARE FOR DESIGN/LAYOUT PURPOSES
- ONLY. PLEASE SEE AQUATIX BY LANDSCAPE STRUCTURES FOR INCLUDED STRUCTURES, EQUIPMENT, SERVICES, AND EXCLUSIONS.
- SPLASH ZONES ARE APPROXIMATE. ACTUAL 12. SPLASH ZONE MAY VARY BASED ON VARIOUS ENVIRONMENTAL CONDITIONS, FLOW RATES, SLOPE OF THE SPLASH PAD, SUBMERGENCE DEPTH AND WIND.
- 13
- DRAWINGS ARE <u>SCHEMATIC</u> ONLY. 18" OF GRANULAR FILL RECOMMENDED, OR AS 14 SOIL CONDITIONS AND/OR LOCAL CODE REQUIRES WITH A MINIMUM OF 2500 PSF SOIL BEARING CAPACITY
- THERE IS TO BE A MINIMUM OF 6" OF GRANULAR 15. FILL AROUND ALL PIPING
- 16. CONCRETE REINFORCEMENT TO BE #4 REBAR @12" O.C. EACH WAY OR EQUIVALENT WELDED WIRE MESI (W6 ON 4"X4" SPACING OR WIO ON 6"X6" SPACING) SCHEDULE 80 PVC TO BE UTILIZED FOR ALL 17
- SPLASH PAD MECHANICAL SYSTEM PIPING. LEVEL MOUNTING AREA REQUIRED FOR ALL 18. PRODUCTS
- 19. RECOMMENDED POOL WATER DEPTHS: -DO NOT EXCEED 6" WATER DEPTH ON GROUND SPRAYS AND STRUCTURES UP TO 24" TALL -DO NOT EXCEED 12" WATER DEPTH ON
- STRUCTURES UP TO 48" TALL -DO NOT EXCEED 18" WATER DEPTH ON STRUCTURES TALLER THAN 48"
- -DO NOT EXCEED 12" WATER DEPTH ON MULTI LEVEL PLATFORMS . NO WATER SPRAY OR CRAWL
- TUNNEL TO BE UNDERWATER.

POOL AREA: 2122 SQ FT. TOTAL FEATURE FLOW RATE: 165 GPM

PRELIMINARY FOR BID ONLY

NOT FOR

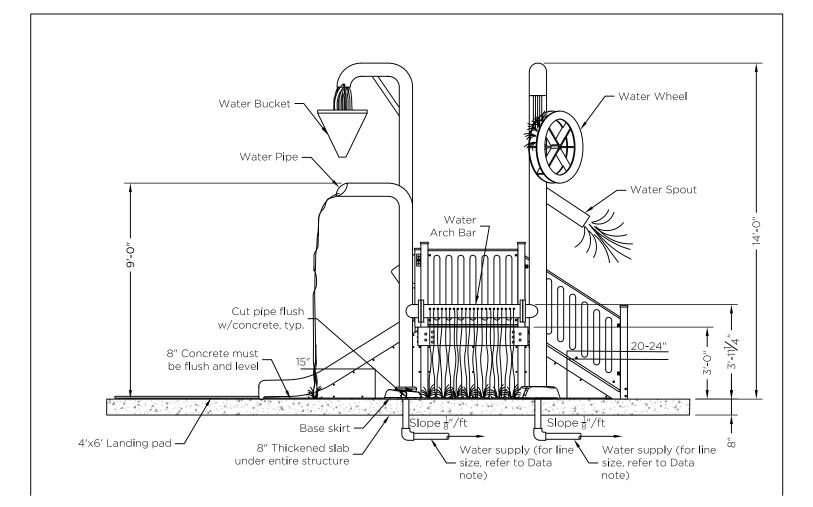
CONSTRUCTION



*EXISTING PLUMBING AND PUMPING SYSTEMS NEED TO BE VERIFIED THAT THEY ARE COMPATIBLE WITH PROPOSED EQUIPMENT.

[
NO	PRODUCT	QTY	GPM	LINE SIZE
1	JUNIOR CLIMB N SLIDE	1	150	(2) 2" & (2) 3"
2	ROCKETSTREAM	1	5	1″
3	AQUAGATHER STATION	1	10	1″

		\neg	_			
0. REVISION						
NO						
1101 MCKINLEY PARKWAY DELANO, MN 55328	877-632-0503 1 ocal 952-445-5135	aquatixplaylsicom			8	stures
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TILL BOO	ANGLETON REC CENTER	SPLASH PAD	NOF \$ 201		ANGLEI ON, I X	
DATE	9/27/23					
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CHECKED		SHEET TITLE		PROPOSED SPLASH PAD	SCHEMATIC LAYOUT	
DRAWN	RB			PROPOS	SCHEP	
SCALE	NOT TO SCALE					
1	157	71	1-(1-(0)1-	.04	
	1					





Lone Star Recreation of Texas, LLC.

10701 Corporate Drive Suite 390 Stafford, TX 77477

PROPOSAL

Phone: 281-970-9010

Date:

Quote # 12111-01

> 10/5/2023 1/1/2022

Item 5.

		Date.	10/ 5/ 2025
		Proposal Expires:	11/4/2023
Contact:	Andrew Morgan		
Company:	City of Angleton		
Phone:	(979) 849-4364 ext. 4111	Terms	
Email:	amorgan@angleton.tx.us	INCO Terms:	F.O.B. Manufacturing Plant
		Estimated Mfg. Lead Time:	16-18 weeks ARO*
Ship To:	Landscape Structures, Inc.	Payment Terms:	
	Certified Installer	Equipment:	Based upon approved terms
		Installation:	Based upon approved terms
Bill To:	City of Angleton	Proposal Prepared By	
	121 S Velasco	Contact:	Vanessa Zelaya
	Angleton, TX 77515	Phone:	281-970-9010
		Email: Van	essa.Zelaya@LoneStarRecreation.com
Installation Site:	Angleton Recreation Center	Sales	
	1601 N Valderas St.	Contact:	Ryan Cicatello
	Angleton, TX 77515	Phone:	281-970-9010
		Email: Ry	an.Cicatello@LoneStarRecreation.com
Design Number:	1157711-01-04		

*Lead Time determined by best available ship date when order is placed.

QTY	ITEM NO.	DESCRIPTION		UNIT PRICE	E	XTENDED AMT
	1157711-01-04	Water Play Features - Pool Project				
1	AQ100767	AquaGather	\$	22,011.00	\$	22,011.00
1	AQ100819	RocketStream	\$	8,661.00	\$	8,661.00
1	AQ100606	Jr. Climb N Slide	\$	113,749.00	\$	113,749.00
1		Custom Pipe Water Bar	\$	21,200.00	\$	21,200.00
1	INSTALLATION	Material & Labor for Angleton Recreation Center pool project per design #1157711-01-04: - Demo of existing structure - Supply and Installation of Concrete *This is for concrete needed to raise the floor under the elevation by no more then 6" or less. - Installation of MEP Installation of Aquatix Water Play Features including replacement of feature pump & motor. All piping and equipment assumed to be in acceptable working condition. - Pool Floor Replaster after construction is completed less than 2,000sf. Color to match existing floor or as close to existing material. Color may vary.	Ş	180,000.00	Ş	180,000.00

By signing this proposal, the customer is agreeing to the scope of work and terms.

Print Name	PO/Ref. #	Title		
			TOTAL \$	340,947.95
			SALES TAX	Exempt
Accepted by Customer		Date	FREIGHT \$	12,608.00
			BUYBOARD #679-22 \$	(17,281.05)
			INSTALLATION \$	180,000.00
			EQUIPMENT \$	165,621.00

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Product Warranty

Products and components manufactured by Aquatix are designed and built according to the highest standards. However, in the event of any warranty requirements, Aquatix, will work attentively to resolve the request.

Warranties

1 Year	All mechanical system components against defects in workmanship and materials. Landing pad installation.
2 Years	All moving parts, finishes, hardware, polyurethane collars, acrylic and plastic panel attachments. HydroLogix System components against defects in workmanship and materials.
5 Years	All brass and stainless steel components, including, spray nozzles, spray caps, and spray heads. Landing pad material against defects in workmanship and materials.
25 Years	All stainless steel and fiberglass structures against defects in workmanship and materials: fiberglass structures also include a lifetime warranty against rust and corrosion.

The warranty period starts from date of shipment. Warranties stated above are valid only if products have been installed in conformance with Aquatix installation and assembly instructions and maintained according to the maintenance procedures furnished by Aquatix; have not been subjected to abnormal use other than the purpose for which the products were designed; have not been subjected to misuse, negligence, vandalism, lightning or accident, flood, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, have not been subjected to additional or substitution of parts; and have not been modified, altered, or repaired by persons other than seller or seller's designees in any respect which, in the judgment of the seller, affects the condition of operation of the structures and/or components.

The liability of Aquatix under this warranty is limited to the replacement of defective material within the warranty period. Aquatix will not be responsible for costs associated with shipment, removal or re-installation of defective material.

This warranty is exclusive and in lieu of all other warranties, whether expressed or implied, including but not limited to any warranty of merchantability or of fitness for a particular purpose.

Any surety bonds issued pursuant to any contract or seller's invoice shall not include coverage for this guarentee or warranty beyond one year.

If you would like to make a claim, please contact your representative or send your written statement of claim, along with the original project number and/or project name to:

Aquatix by Landscape Structures 1101 McKinley Parkway Delano 55328 To contact Aquatix with any questions or comments: Call Toll-free: **877. 632. 0503** Phone: **952.445.5135** Email: **aquatix@playIsi.com**



© 2023



952.445.5135 | 877.632.0503 aquatix.playlsi.com

Angleton Rec Center

Splash Pad Design Proposal 9/27/2023

Presented by Ryan Cicatello

Lone Star Recreation of Texas (281) 970-9010 ryan.cicatello@lonestarrecreation.com



64

























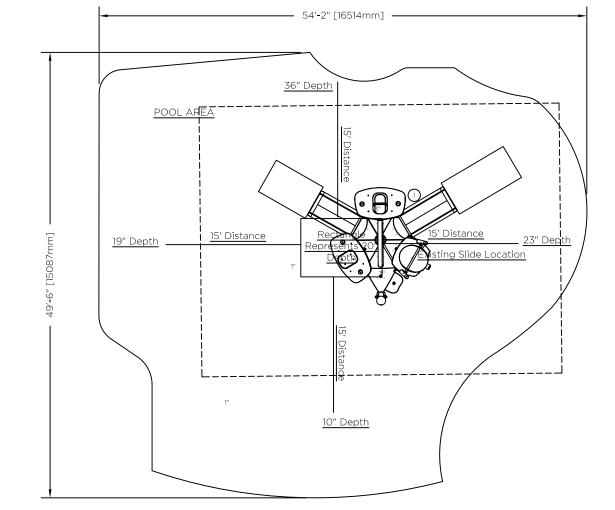
NOTE:

- ALL CONCRETE SLOPES TO BE 1/8"/FT MIN. AND 1/4"/FT MAX.
- SITE ELEVATIONS OF SPLASH PAD AND CONCRETE APRON TO BE VERIFIED BY OTHERS. AQUATIX ELEVATION REFERENCE IS 0'-0" FOR TOP OF DRAIN BOX. ALL OTHER NOTED ELEVATIONS ARE REFERENCED FROM THAT POINT.
- REFER TO SPEC SHEET AND INSTALLATION DRAWING FOR EACH PRODUCT.
- ACTUAL SIZE, SHAPE, AND LOCATION OF SPLASH PAD TO BE FIELD DETERMINED BY OTHERS. ALL DIMENSIONS OF SIZE AND SHAPE OF SPLASH
- PAD FOR REFERENCE ONLY. THE INTENT OF A SPLASH PAD IS TO BE A DRY DECK WITH NO STANDING WATER. THE WATER IS TO BE CONTAINED WITHIN THE PERIMETER OF THE SPLASH PAD AND ALL WATER IS TO DRAIN INTO THE DRAIN BOXES. THE CONCRETE IS TO BE FORMED AND SLOPED TO ACCOMMODATE THIS DRAIN PATTERN.
- ALL TREATED SPLASH PAD WATER IS INTENDED TO REMAIN WITHIN DESIGNATED SPLASH PAD DECK. UNDER NO CIRCUMSTANCES SHOULD SLOPE OF SPLASH PAD ALLOW WATER TO DRAIN OFF PAD.
- UNDER NO CIRCUMSTANCES SHALL THE SURROUNDING HARDSCAPE AREA BE SLOPED TO ALLOW WATER TO BE DRAINED INTO THE SPLASH PAD DECK.
- ALL CONCRETE SURFACES TO HAVE A MEDIUM BROOM FINISH.
- COORDINATE EXPANSION JOINT AND SAW CUT LOCATIONS WITH PLAY EQUIPMENT LOCATIONS.
- 10. DRAWINGS ARE FOR DESIGN/LAYOUT PURPOSES ONLY. PLEASE SEE AQUATIX BY LANDSCAPE STRUCTURES FOR INCLUDED STRUCTURES, EQUIPMENT, SERVICES, AND EXCLUSIONS.
- SPLASH ZONES ARE APPROXIMATE. ACTUAL 12 SPLASH ZONE MAY VARY BASED ON VARIOUS ENVIRONMENTAL CONDITIONS, FLOW RATES, SLOPE OF THE SPLASH PAD, SUBMERGENCE DEPTH AND WIND. DRAWINGS ARE <u>SCHEMATIC</u> ONLY. 18" OF GRANULAR FILL RECOMMENDED, OR AS
- 13
- 14. SOIL CONDITIONS AND/OR LOCAL CODE REQUIRES WITH A MINIMUM OF 2500 PSF SOIL BEARING CAPACITY
- THERE IS TO BE A MINIMUM OF 6" OF GRANULAR 15. FILL AROUND ALL PIPING
- CONCRETE REINFORCEMENT TO BE #4 REBAR @12" 16. O.C. EACH WAY OR EQUIVALENT WELDED WIRE MESI (W6 ON 4"X4" SPACING OR W10 ON 6"X6" SPACING)
- SCHEDULE 80 PVC TO BE UTILIZED FOR ALL 17. SPLASH PAD MECHANICAL SYSTEM PIPING. LEVEL MOUNTING AREA REQUIRED FOR ALL 18.
- PRODUCTS RECOMMENDED POOL WATER DEPTHS: 19.
- -DO NOT EXCEED 6" WATER DEPTH ON GROUND SPRAYS AND STRUCTURES UP TO 24" TALL -DO NOT EXCEED 12" WATER DEPTH ON
- STRUCTURES UP TO 48" TALL -DO NOT EXCEED 18" WATER DEPTH ON
- STRUCTURES TALLER THAN 48" -DO NOT EXCEED 12" WATER DEPTH ON MULTI
- LEVEL PLATFORMS . NO WATER SPRAY OR CRAWL TUNNEL TO BE UNDERWATER.

POOL AREA: 2122 SQ FT. TOTAL FEATURE FLOW RATE: 150 GPM

PRELIMINARY FOR BID ONLY

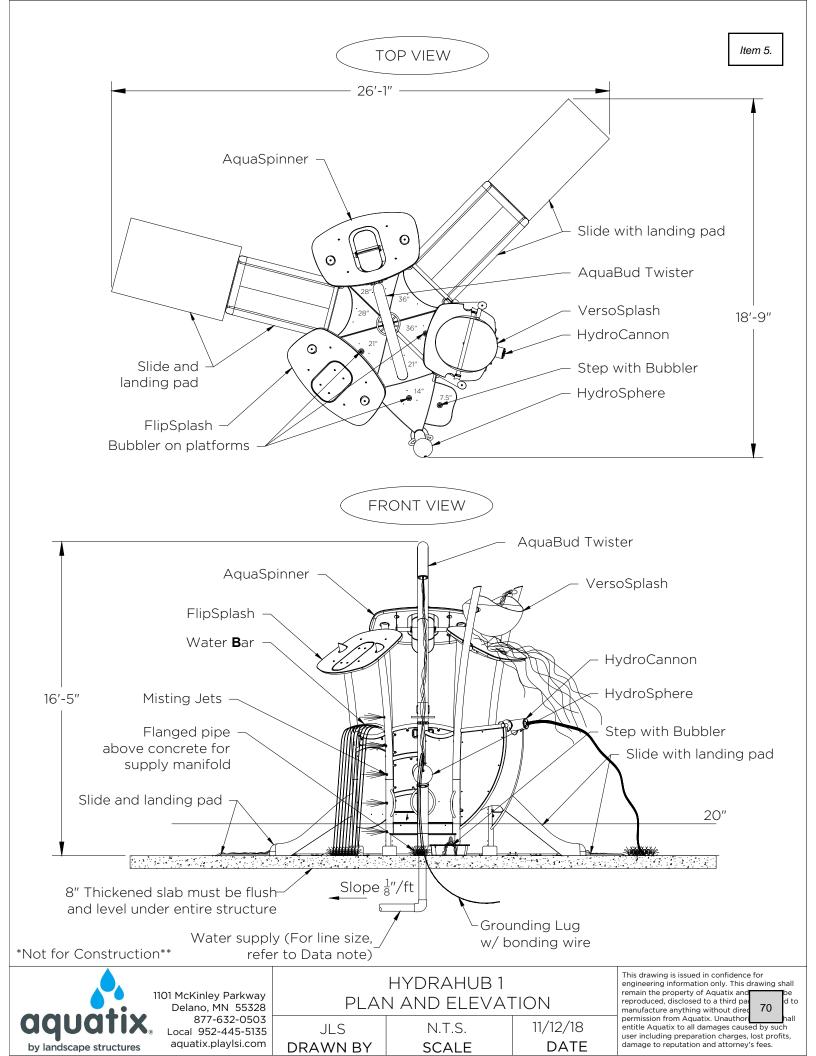
NOT FOR CONSTRUCTION



*EXISTING PLUMBING AND PUMPING SYSTEMS NEED TO BE VERIFIED THAT THEY ARE COMPATIBLE WITH PROPOSED EQUIPMENT

NO	PRODUCT	QTY	GPM	LINE SIZE
1	HYDRAHUB 1	1	150	4"

DATE		Ite	n	1 8	5.]
REVISION						
NO						
	877-632-0503 877-632-0503 1.0041 052 345 5725	aquatik playlsi com		XITOIIOO		by landscape structures
JOB TITLE	ANGLETON REC CENTER	SPLASH PAD	I OCATION	VE NOTEL TOTA	ANGLE LON, LX	
DATE	9/27/23					
			DAD			
DWG. FILE				ЛАЧ	ŬŢ	
CHECKED		SHEET TITLE		EU SPLASH PAU	1ATIC LAYOUT	
	RB	SHEET TITLE		PROPOSED SPLASH PAD	SCHEMATIC LAYOUT	
SCALE DRAWN CHECKED	NOT TO SCALE	SHEET TITLE	5 N		SCHEMATIC LAYOUT	





Lone Star Recreation of Texas, LLC.

10701 Corporate Drive Suite 390 Stafford, TX 77477

Phone: 281-970-9010



12111-03

Item 5.

		Date:	10/5/2023
		Proposal Expires:	11/4/2023
Contact:	Andrew Morgan		
Company:	City of Angleton		
Phone:	(979) 849-4364 ext. 4111	Terms	
Email:	amorgan@angleton.tx.us	INCO Terms:	F.O.B. Manufacturing Plant
		Estimated Mfg. Lead Time:	16-18 weeks ARO*
Ship To:	Landscape Structures, Inc.	Payment Terms:	
	Certified Installer	Equipment:	Based upon approved terms
		Installation:	Based upon approved terms
Bill To:	City of Angleton	Proposal Prepared By	
2	121 S Velasco	Contact:	Vanessa Zelaya
	Angleton, TX 77515	Phone:	281-970-9010
		Email: Van	essa.Zelaya@LoneStarRecreation.com
Installation Site:	Angleton Recreation Center	Sales	
	1601 N Valderas St.	Contact:	Ryan Cicatello
	Angleton, TX 77515	Phone:	281-970-9010
		Email: Ry	an.Cicatello@LoneStarRecreation.com
Design Number:	1157711-03-01		

	*Lead Time determined by best available ship date when order is placed.						
QTY	ITEM NO.	DESCRIPTION		UNIT PRICE	EX	TENDED AMT	
	1157711-03-01	Water Play Features - Pool Project					
1	AQ101123	HydraHub1	\$	187,408.00	\$	187,408.00	
1		Custom Pipe Water Bar	\$	21,200.00	\$	21,200.00	
1	INSTALLATION	Material & Labor for Angleton Recreation Center pool project per design #1157711-03-01: - Demo of existing structure - Supply and Installation of Concrete *This is for concrete needed to raise the floor under the elevation by no more then 6" or less. - Installation of MEP Installation of Aquatix Water Play Features including replacement of feature pump & motor. All piping and equipment assumed to be in acceptable working condition. - Pool Floor Replaster after construction is completed less than 2,000sf. Color to match existing floor or as close to existing material. Color may vary.	\$ \$	195,000.00	\$	195,000.00	

By signing this proposal, the customer is agreeing to the scope of work and terms.

, , , ,	5 5	• •		
			EQUIPMENT \$	208,608.00
			INSTALLATION \$	195,000.00
			BUYBOARD #679-22 \$	(20,180.40)
Accepted by Customer		Date	FREIGHT \$	12,608.00
			SALES TAX	Exempt
			TOTAL \$	396,035.60
Print Name	PO/Ref. #	Title		

Pricing is for the above listed equipment only: NO installation, subgrade, drainage, additional contract terms, additions or deletion, change orders, insured addendum, off loading of equipment, storage of product, site security, retainage, or any applicable taxes, bonds, permits or freight are included unless listed as separate line items.

Individual line items invoiced according to Schedule of Payments. Freight charges will be included with initial invoice.

Tax Exemption Certificate must be supplied with order if applicable

Change orders, cancellation, and/or rescheduling of services will be subject to available

schedule and payment for incurred time, expenses, freight, and/or fees.

LSRT reserves the right to apply payments to past due invoices first before applying payments to specific orders.

1.5% per month late payment fee will be applied for late payments

LSRT Terms and Conditions apply unless Subcontract is on file.



ADDITIONAL TERMS AND CONDITIONS

Entire Agreement: This document, including the proposal and any referenced attachments in the proposal, if any, contains the entire agreement and understanding between the parties with respect to the transaction contemplated. This document sets forth all of the promises, agreements, conditions, and understandings between the parties respecting the subject matter hereof, and replaces and supersedes all negotiations, conversations, discussions, correspondence, memorandums, and oral agreements between the parties, as well as any prior writings. Except as set forth in this document, including any attached exhibits, if any, there are no other agreements, representations, warranties, or covenants by or among the parties hereto with respect to the subject matter hereof. This document, including any attached exhibits, if any, supersedes all other agreements, written or oral, between the parties with respect to the transaction contemplated.

Modification: No alteration, amendment, modification, or waiver of any provision of this Agreement shall be valid or effective unless it is in writing and signed by all parties. No oral agreement or course of conduct to the contrary, shall be deemed an alteration, amendment, modification, waiver, or cancellation. No evidence of any alteration, amendment, modification, or waiver shall be offered or received in evidence in any proceeding, mediation, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such alteration, amendment, modification, or waiver is in writing, duly executed by both parties. Any waiver or consent shall be effective only in the specific instance and for the purpose for which it was given.

Severability: If any provision of this Agreement is determined to be invalid or not enforceable, or is prohibited by law for any reason, the invalidity shall not affect the validity of the remaining provisions of this Agreement. The rest of the Agreement will be unaffected.

No Waiver of Rights: No waiver by any party of any of its rights or remedies hereunder shall be considered a waiver of any other subsequent right or remedy of that party. The waiver by any party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of this Agreement. The failure of any party at any time to require performance by another party of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. No delay or omission in the exercise of enforcement by either party of any rights or remedies shall ever be construed as a waiver of any right or remedy of that party. No exercise or enforcement of any rights or remedies shall ever be held to exhaust any right or remedy of any party. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein or therein and in any documents delivered in connection herewith or therewith. Forbearance or neglect on the part of either party to insist upon strict compliance with the terms of this Agreement shall not be construed as or constitute a waiver thereof.

Relationship of Parties: Nothing contained in this Agreement shall be deemed or construed by the parties, or by any third party, to create the relationship of employer/employee, partnership, or joint venture between the parties hereto, it being understood and agreed that no provision contained herein shall be deemed to create any relationship between the parties hereto other than as client and independent contractor.

Compliance with Laws: The parties hereto shall each comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations, and codes.

Collaborative Dispute Resolution: The parties hereto shall cooperate with each other to affect the purpose and intent of this Agreement. If a dispute arises concerning this Agreement that cannot be resolved collaboratively, either with or without the assistance of collaborative counsel, the parties will try in good faith to settle the dispute through mediation conducted by a mediator to be mutually selected. The parties will share the cost of the mediator equally, but each party shall remain solely responsible for their own attorneys' fees and costs. The parties will cooperate fully with the mediator and will attempt to reach a mutually astisfactory resolution of the dispute. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, the parties agree that the dispute can proceed to the courts of Harris County, Texas, governed by the laws of the State of Texas for Collaborative Law.

Governing Law: This Agreement, and the rights and obligations of the parties hereunder, is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas applicable to contracts made and to be performed wholly within Texas, without regard to any choice or conflict of laws rules, shall govern the validity, construction, enforcement, and interpretation of this Agreement. Any litigation arising from this Agreement will be brought in the courts of Harris County.

Attorneys' Fees: Excluding mediation, in the event that an action, litigation, or proceeding results from or arises out of this Agreement or the performance thereof, including any appeal or the collection of any judgment, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled, as allowable by law. A prevailing party is defined as a party who secures a judgment in its own favor through a legal process other than mediation.

Successors and Assigns: Except as specifically provided in this Agreement, no party may assign, delegate, or transfer any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other, which consent will not be unreasonably withheld. The terms hereof are contractual in nature and are not mere recitals, and the obligations created by this Agreement shall be binding upon the successors, legal representatives, and permitted assigns of the parties hereto, forever.

Force Majeure: Neither party shall be liable, nor held in breach of contract, for any loss, damage, and/or any delay in performance that may be suffered as a direct or indirect result of either party being prevented, hindered, or delayed in its performance by circumstances beyond that party's reasonable control due to force majeure, including among others, strikes; lock outs, accidents; trade or labor disputes; natural disasters, including explosions, fire, flood, storm, wind, or drought; war, terrorism, riots, civil commotion, government action, embargoes, and/or acts of civil or military authorities; shortages of transportation, facilities, fuel, energy, labor, or materials; acts of God (specifically including hurricanes and inclement weather that shuts down city services); or any delay or failure resulting from a cause or causes outside either party's reasonable control. If timely completion is prevented by any cause of force majeure, then such failure or delay shall not constitute default.

Escalation: During the performance of this agreement, if the price of materials, equipment or energy are significantly increased, through no fault of Lone Star Recreation of Texas, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant increases. As used herein, a significant price increase shall mean any increase exceeding 5% from the date of the contract signing. Such price escalations shall be documented through change order, quotes, invoices, and/or receipts in accordance with the agreed contract procedure. Where the delivery of material, equipment, or energy is delayed, through no fault of the contractor, as a result of the shortage or unavailability, contractor shall not be liable for any additional costs or damages associated with such delay(s).

Gender and Numbers: Unless the context clearly indicates, whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

No Third-Party Rights: This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, if any, and no other person or entity shall have any right, benefit, priority, or interest hereunder, or because of the existence of this Agreement.

Headings: The section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning, interpretation, or construction of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement, or the intent of any provisions hereof.

Voluntary Agreement & Advice of Counsel: The parties confirm and agree that each (i) has relied on its own judgment and has not been induced to sign or execute this Agreement by promises, agreements, or representations not expressly stated herein, (ii) has freely and willingly executed this Agreement and hereby expressly disclaims reliance on any fact, promise, undertaking or representation made by any other party, save and except for the express agreements and representations contained in this Agreement, (iii) was not in a significantly disparate bargaining position with regard to any other party, and (iv) has been represented by legal counsel in this matter or has voluntarily waived that right.

Multiple parts: This Agreement may be executed by the parties hereto in any number of separate counterparts, each and all of which taken together shall be deemed for all purposes to be one agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart signed by the party to be charged.

Electronic Signatures: This Agreement may be executed by the parties hereto with electronic signatures, each of which shall be deemed for all purposes to be an original signature. It shall not be necessary in making proof of this Agreement to produce or account for an original signature made with a traditional ink writing instrument.

Building a Better Tomorrow

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Product Warranty

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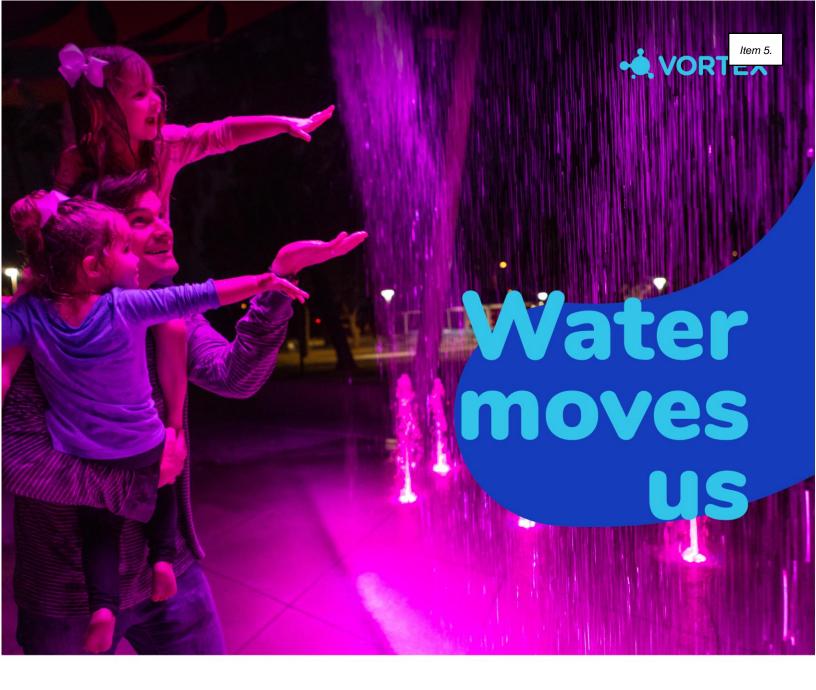
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Aquatix by Landscape Structures 1101 McKinley Parkway Delano 55328 To contact Aquatix with any questions or comments: Call Toll-free: **877. 632. 0503** Phone: **952.445.5135** Email: **aquatix@playIsi.com**



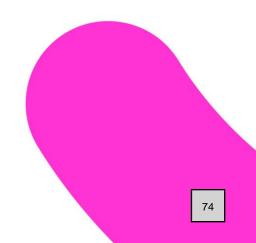
© 2023



PROPOSAL

City of Angleton-The Arc

August 30th, 2023





City of Angleton-The Arc

Thank you very much for the opportunity to present our Vortex Aquatic Play Solution for your upcoming project. The Vortex Team has worked diligently to meet or exceed all your wishes and requirements and provide you with an exceptional Aquatic Play Experience.

Let's review some of the key elements and objectives for your design based on our previous conversations / correspondence:

- PlayNuk Elevations Water Structure
- Astra Dynamic moving play feature
- Bamboo Tree water feature for the lazy river

Discovering the Extra Dimension of Play

As we have discussed in our initial conversations, Vortex thoughtfully designs every project with an eye towards meeting your requirements and maximizing the Play Experience for your users. The goal is to stimulate imagination and creativity; create spaces for safe, unscripted free play and create long lasting memories for children and families. This thoughtful planning includes considering a variety of age groups and developmental stages, capacity planning, play experience evaluation, sustainability, maintenance and much more. Vortex uses a variety of water features, water effects and unique Vortex Play Technologies to enhance interactivity and maximize the play experience of your space. Many of these Play Technologies allow the users to fully control the water and the water feature itself – significantly enhancing the users' Play Experience and adding that "Extra Dimension of Play" for your project and community.

Your Aquatic Play Solution

After carefully assessing your needs, we are pleased to present a design that has been uniquely created for your project. We invite you to review the proposal, for visual support and a summary of play experiences chosen for you.

Next steps

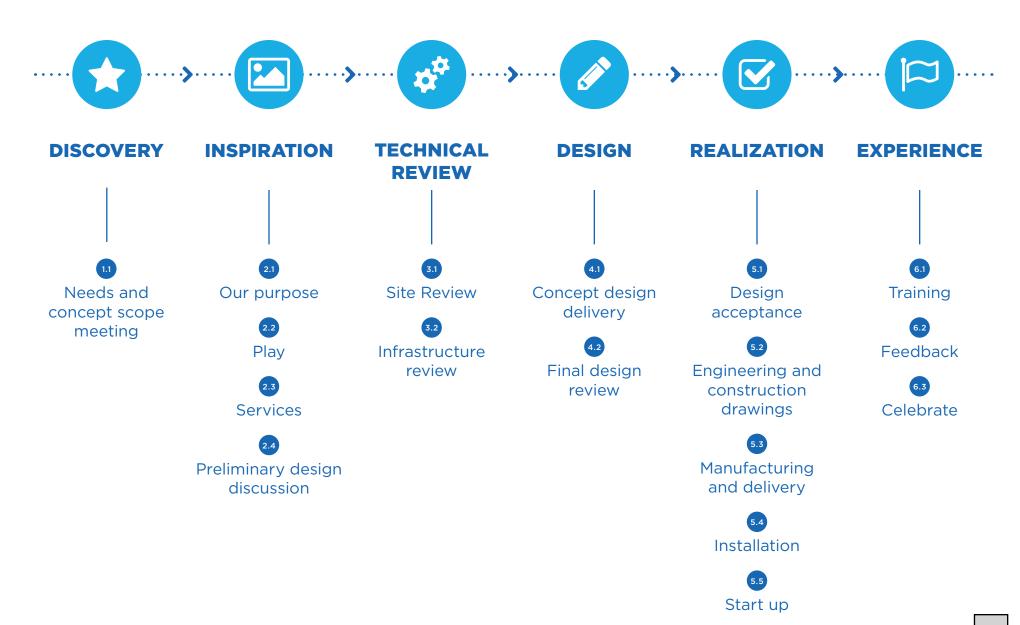
Thank you for the opportunity to present this proposal. We will be contacting you shortly to review the designs and answer any questions you may have.

VORTEX - SERIOUSLY FUN!



OUR PROCESS





CORTEX

1. CAD FILE USED FO ARC Natatorium Building	OR THIS PROPOSAL:	Notes	Project Nam
	CATIONS, HEIGHTS HAVE BEEN		Location: TX
REVIEWED FOR COM	NFORMITY TO DESIGN CONDITIONS		Version: A
AND APPROVED.			
O APPROVED AS S	SHOWN		Project ID: 40
	BMIT WITH NEW CAD DRAWING		Elevations [™]
(include new DW	/G file when returning for edit)		
2. COLORS AND LA	YOUT DESIGN:		
O APPROVED AS S	SHOWN		
O APPROVED AS N	NOTED		
O REVISE & RESUE	BMIT AS NOTED		
	VIEWED FOR DESIGN CONFORMITY TO		
	IENTS PROVIDED IN RFP. CONTRACTOR/ ATIVE IS RESPONSIBLE FOR REVIEW		and the
& COMPLIANCE WI	TH ALL CONTRACT DOCUMENTS		
	OT LIMITED TO; DIMENSIONS, NTITIES, CONSTRUCTION DETAILS AND		
	TH OTHER CONTRACTORS.		
			Project shown in Colors used show
BY	DATE		
Stamp			

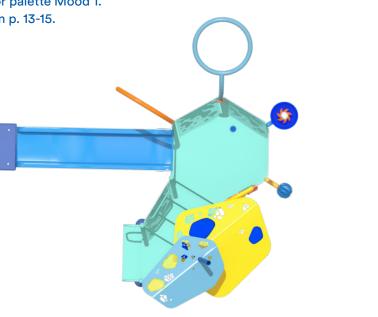


ne: Stokesbury Rec Center Splashpad , USA

0797 Model: PLaynuk N2 (landing mat)



n color palette Mood 1. wn on p. 13-15.







We understand how every drop, stream, and splash shapes the world around us. By harnessing the transformative power of water, Vortex creates play experiences for children to develop, communities to flourish, and businesses to thrive. We exist to leave an impact—one that lasts long after families are dried off.



Projects

worldwide



Why choose Vortex?

Our diverse expertise

To foster a rich understanding of your unique needs, our design team draws its talent from many disciplines. Engineers, creative designers, childhood development specialists, and water choreography experts tackle new projects from all exciting angles. Our multidisciplinary approach oversees countless variables including water management, accessibility, and (most importantly) play.

Our superior quality

Every Vortex project is engineered on-site to ensure the highest quality and safety standards. We use stainless and galvanized steel sourced from North America and are vertically integrated for maximum quality control. Manufactured and tested in our Montreal headquarters, products are designed to last and require little maintenance.





Awards & honors

Our boots on the ground

We put a lot of stock into local representation. Every collaboration begins by getting to know the families you're servicing and thinking creatively about how we can help them grow. We ensure that no matter where you're situated, our customer service and expert guidance come equipped with an intuitive understanding of what sets your facility apart.









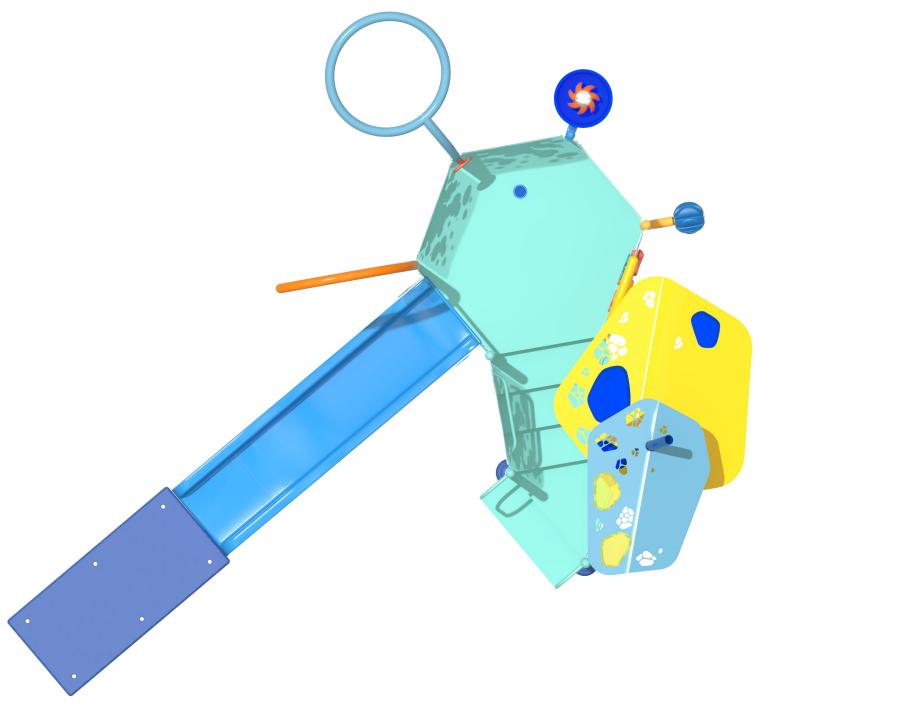












7	Free	e-play water ex
	6	are accessible a
	3	are accessible a
	1	Iconic Water Ca
	2	Signature play e (Water Maze)
1	Wat	erslides (Double
	Unio	quely designed
	ADA	A Accessible (A



xperiences

at ground level

at deck level

anopy

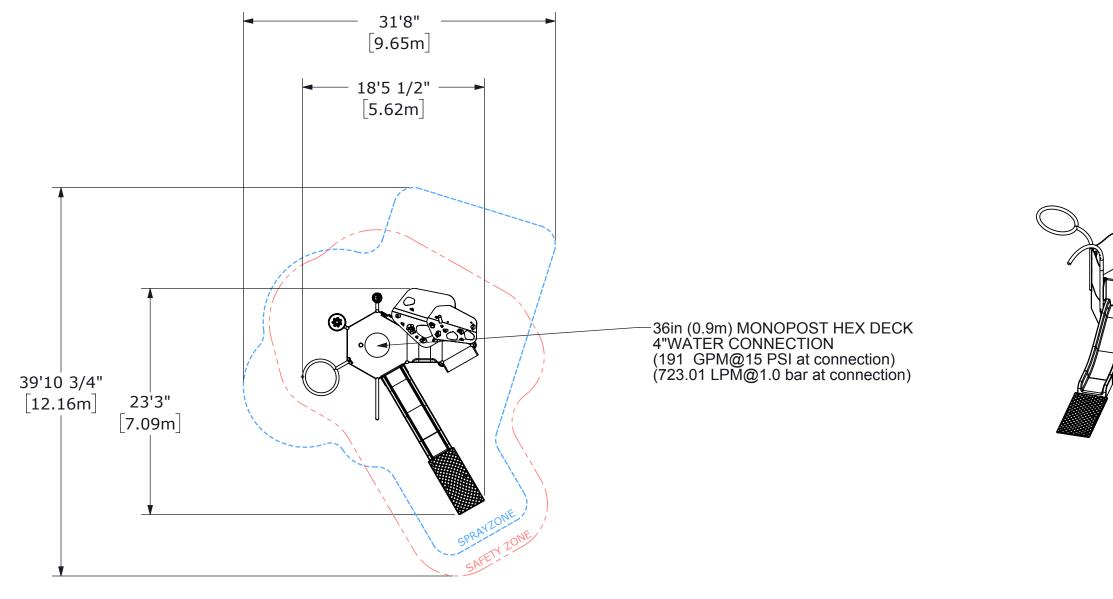
experiences

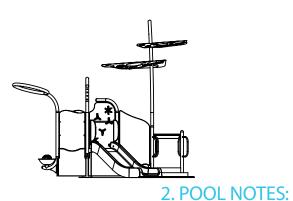
le Kiddie Racer & Open Flume)

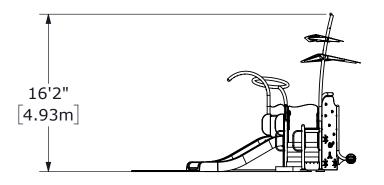
d for the 2-5 age group

ADA entry, double handrails, 6" step-ups)









1. GENERAL NOTES:

-Other slide exit options may be available - consult your sales representative for details. -Structure adaptation may eb required for slope floors (more than 4%), fees may apply. -Recommended MINIMUM pool water depth at landing may slide exit = 6" (15cm) -Recommended MAXIMUM pool water dpeth at PlayNuk entrance and runout locations = 10" (25cm).

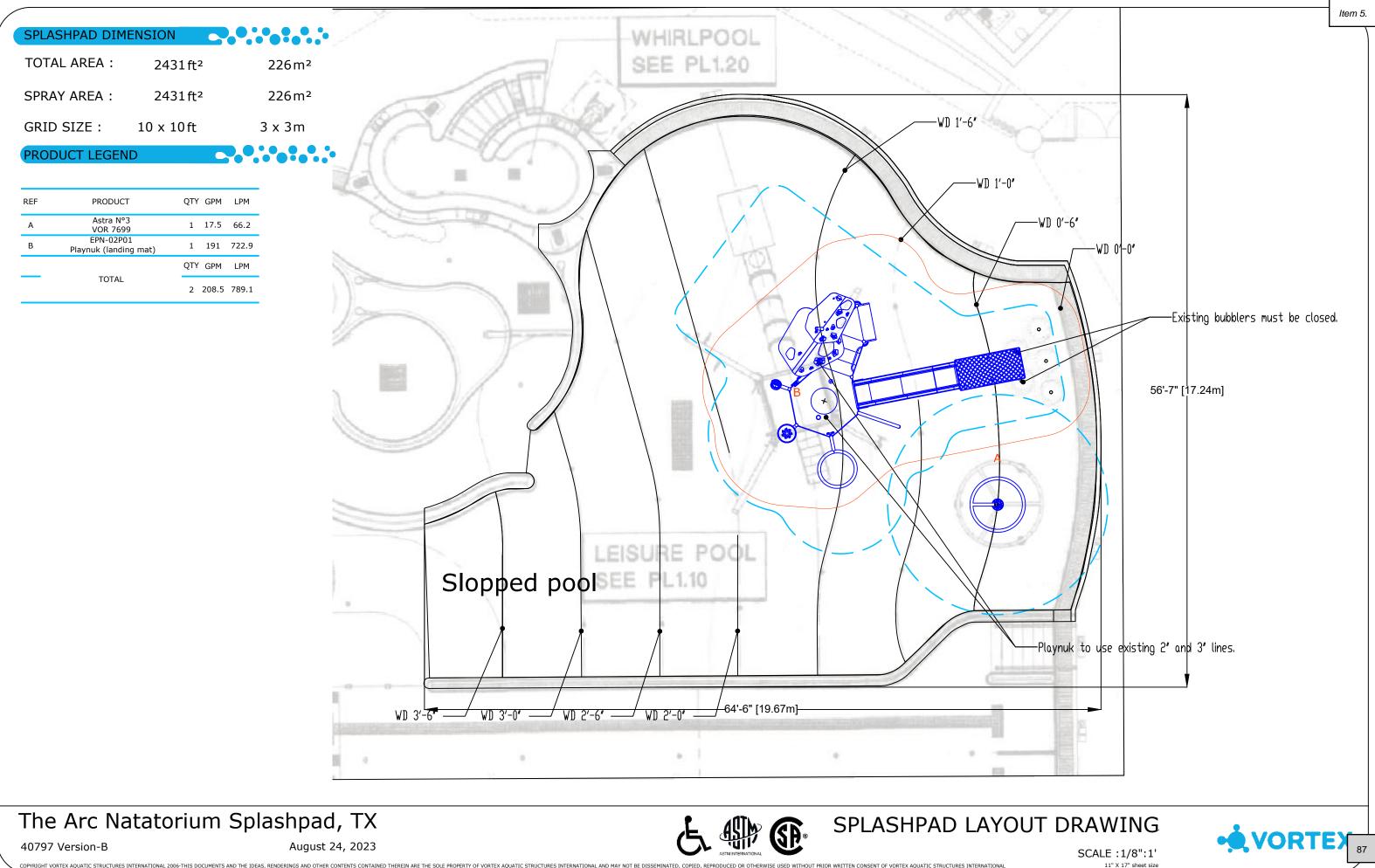


The Arc Natatorium Splashpad, TX Version A - 40797 Item 5.



PLAYNUK LEGEND Water feed=1 Deck=2 Water play features=7 Water slides=1





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PlayNuk comes available in three distinct color palettes that evoke different moods. The contrasting hues highlight accessories meant to be touched and maneuvered by young adventurers.



Cool colors that inspire a high seas adventure. Create an aquatic odyssey for young swashbucklers.

Fiberglass Deck & Entry Posts



Fiberglass Slides*

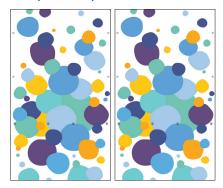
*One or more of these colors will be used, according to the Playnuk model



Paint Colors



Transparent Graphic Barriers



Water Maze Panel



Mood 2



RAL 6027

Fiberglass Slides* *One or more of these colors will be used, according to the Playnuk model

Saffron RAL 1017 Sky Blue RAL 5012 White RAL 9003

A neutral palette that leaves lots of

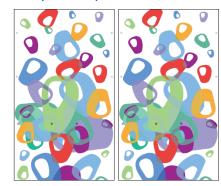
room for imagination. Complement

your modern, urban setting.

Paint Colors



Transparent Graphic Barriers









Lush colors that evoke different to sprawling deserts.

Fiberglass Deck & Entry Posts



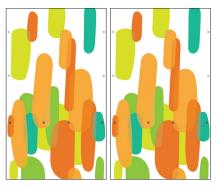
Coral Green RAL 6027

Fiberglass Slides*





Transparent Graphic Barriers



The Arc Natatorium Splashpad, TX Version A - 40797

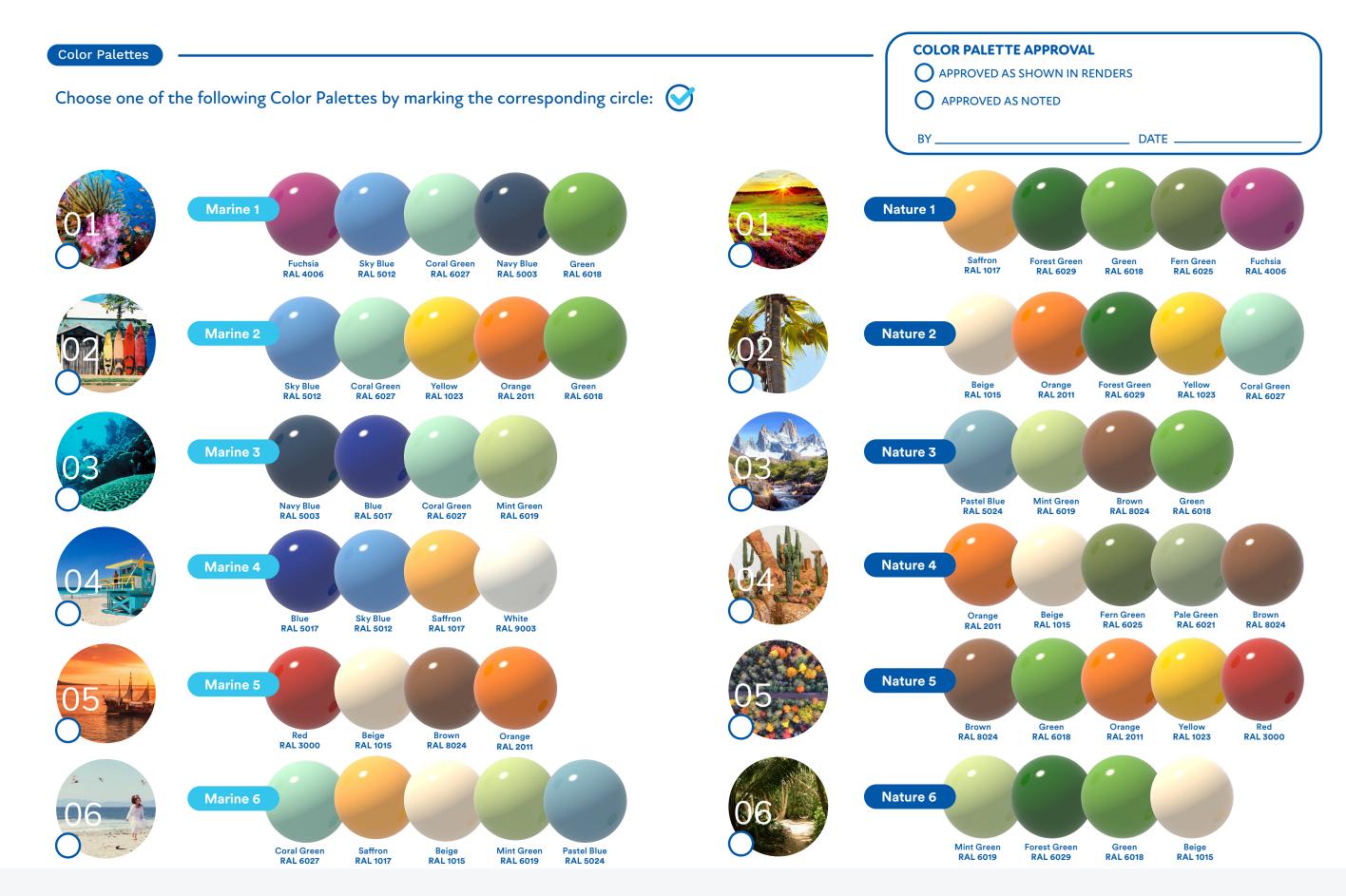
landscapes: from mysterious jungles

*One or more of these colors will be used, according to the Playnuk model

Water Maze Panel



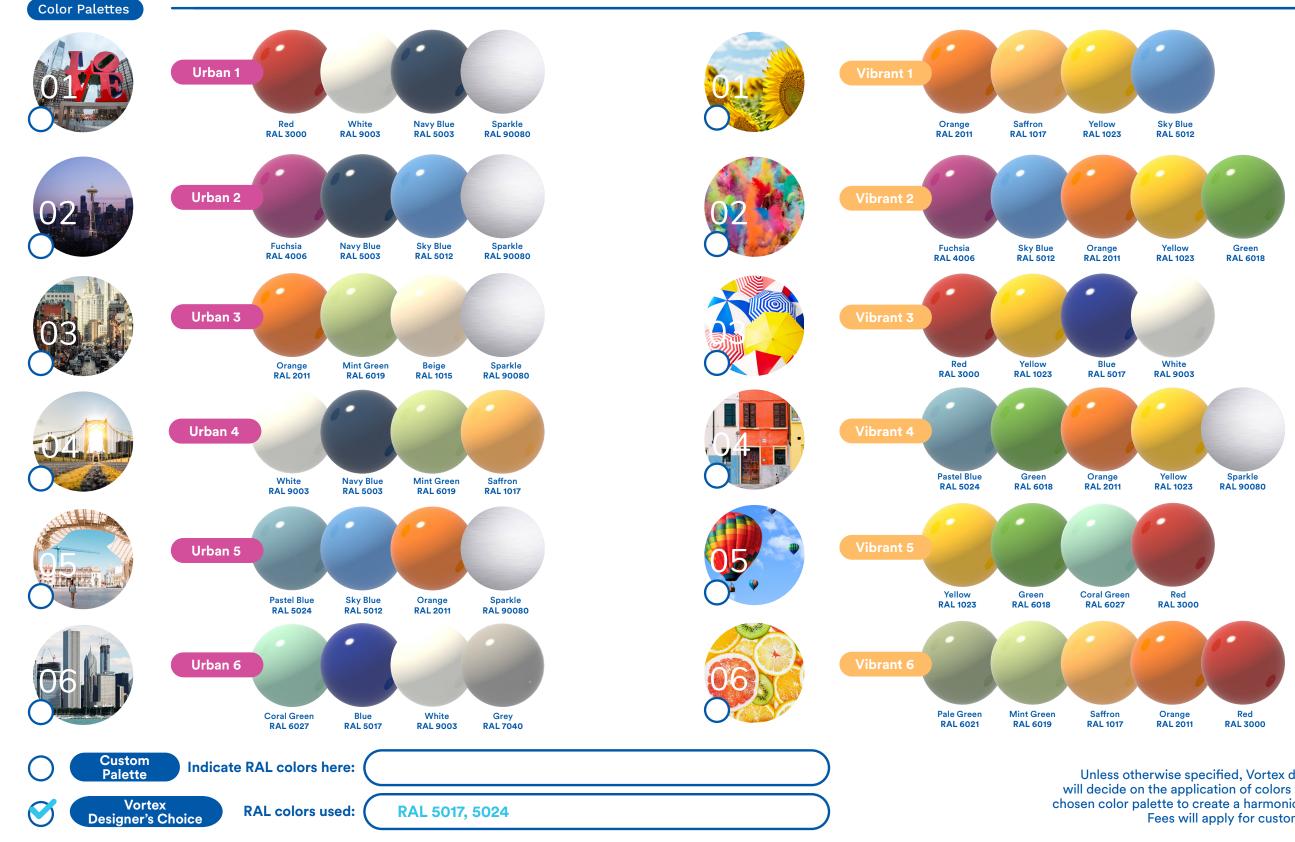






ltem 5.

Color Options Color Palettes 1 of 89

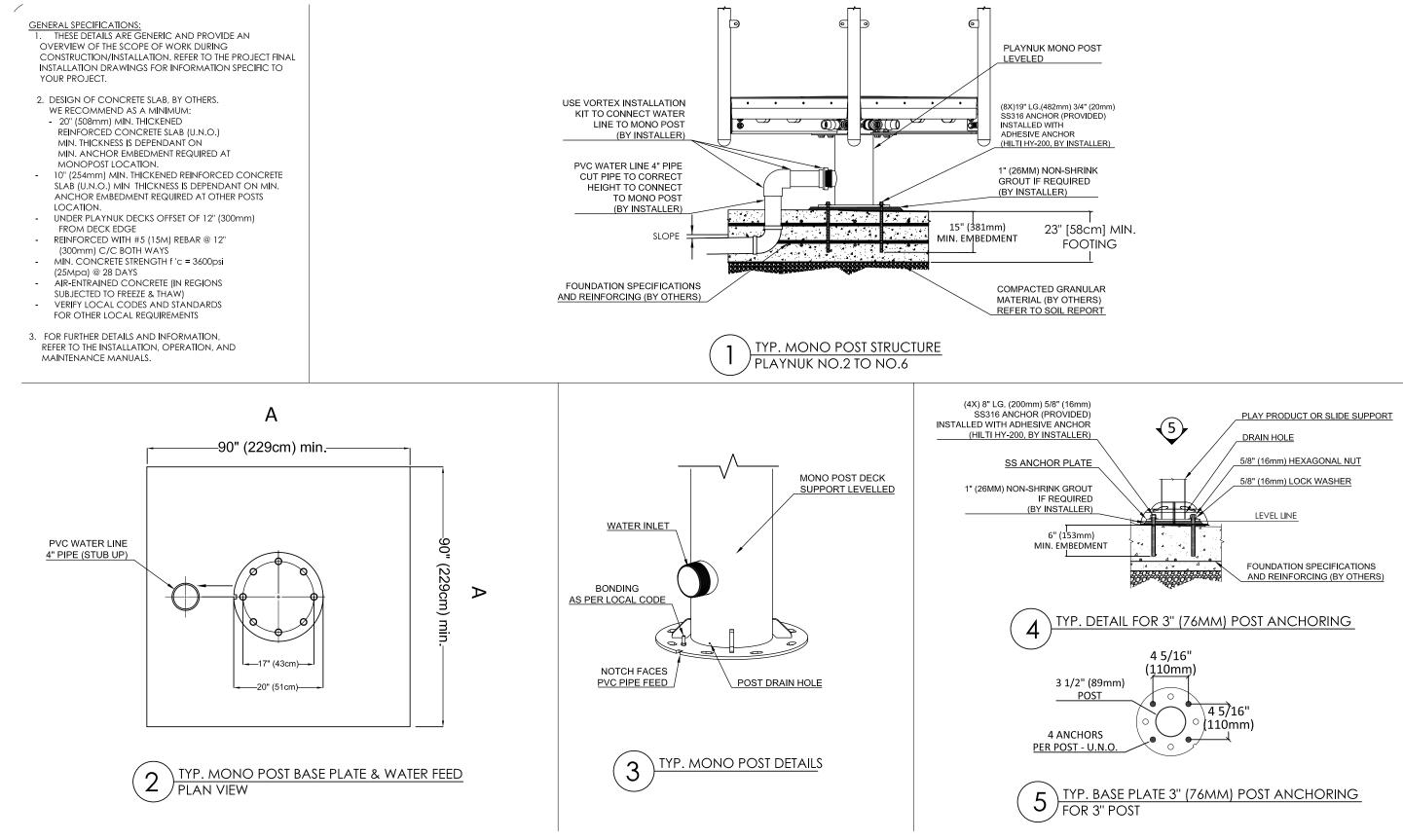




ltem 5.

Unless otherwise specified, Vortex designers will decide on the application of colors from the chosen color palette to create a harmonious look. Fees will apply for custom colors.

> **Color Options** Color Palettes 2 of 90



Item 5.



Elevations[™] PlayNuk Simplified Materials Specifications

- 1. Structural Tubing: Tubing shall be type 304/304L stainless steel pipe, schedule 10 minimum and highly resistant to corrosive environments. Main support posts shall be made of 4,5" (11.4cm) stainless steel pipe.
- 2. Decks and Stairs: All decks & stairs shall be constructed from 12 GA (.105" [2.6mm]) minimum 304/304L stainless steel sheet perforated for better drainage. Deck and Stairprotective coating shall integrate an anti-skid surface suitable for bare feet use.
- 3. Protective coating / Painted Finish: All stainless steel parts, except noted, shall be coated with a Super Durable grade heat-cured polyester powder coating that offers superior UV, gloss and chemical resistance; and is suitable for high traffic environments. Super Durable coating offers superior properties for long lasting durability and protection for indoor and outdoor high traffic environments compared to regular outdoor polyester powder coating and outdoor liquid coating.
- 4. Seeflow[™] Polymer parts: Polymer plastic parts shall be constructed of Seeflow[™] Polymer material exclusively developed for the aquatic play environment. It shall be a diaphanous (transparent) plastic that has a high resistance to impact, is highly resistant to vandalism, and is flame retardant. The Seeflow™ polymer shall have outstanding dimensional stability, chemical resistance, UV stability, and exceptional translucence.
- 5. Barrier Panels: Shall be constructed from highly resistant and durable polycarbonate material. Material shall be UV treated for maximum durability and resistance. Barrier Panels shall be designed to prevent kids from climbing and be see-through. They should be available clear or with transparent colored graphics. Barrier Panels shall be 1/2" (12mm) thick minimum.
- 6. Railing Barrier (if applicable): Shall be constructed of type 304/304L stainless steel pipes, schedule 10 minimum and highly resistant to corrosive environments. The barriershall be safely constructed to prevent kids from climbing.
- 7. Below Deck Barrier: Hex Deck, Octa Deck and Stairs, without sufficient head clearance to circulate underneath, shall have see-through barrier netting to prevent people from going underneath. The netting shall be a black polyester netting with 2" inch (50mm) mesh openings. Each structure shall have a locking device to allow authorized access to valves underneath the deck.
- 8. Nozzles: Shall be manufactured from lead-free Brass and/or 304/304L Stainless Steel and/or Ultra-High Molecular Weight Polyethylene (UHMW) highly resistant to UV, water and corrosive environments. Nozzles shall be exempt of hazardous substances, lead or harmful chemicals.
- 9. Toe Guards: Shall be constructed of the colored Soft Touch Elastomer developed exclusively for the aquatic play environment in order to cover the anchoring assembly hardware from pinch points and protrusions. Toe Guards shall have flexible rubber-like characteristics, a matte highly durable and slip-resistant finish, with excellent UV and chemical resistance.
- 10. Children waterslides: Children waterslides under 6 feet (1.8 m) shall be molded and constructed of high quality marine-grade fiberglass using ISO polyester UV resistant gelcoat and E glass type fiber reinforcement. Slide wall thickness shall be a minimum of 0,150" (4.0mm) and 0,270" (6.9mm) for connection flanges. Children waterslides shall be offered with a landing mat exit option or a slide runout exit option according to the project. Children waterslides shall be offered in 20 different colors.
- 11. WaterSlides (Open flume and Close Flume): Waterslides over 6 feet (1.8 m) shall be constructed of high quality marine-grade fiberglass using ISO polyester UV resistant gelcoat and E glass type fiber reinforcement. Slide part wall thickness shall be a minimum of ¼" (6mm) and a minimum of 0.315" (8 mm) for slide flanges. The Fiber WaterSlide shall consist of an assembly of different fiberglass slide parts, mechanically assembled together, to create different slide path configurations. The Fiber WaterSlide shall be offered in different colors and shall have landing mats or an integrated slide runout ending options according to the project. Waterslides shall be offered in 20 different colors. Fiber WaterSlide over 6' (1.8m) shall be designed and manufactured in accordance with international standard ASTM F2376 or European standard EN1069-1.
- 12. Mounting and Assembly Hardware: All hardware shall be made of high corrosion resistance 316/316L stainless steel grade to offer the best durability and protection.
- 13. Safety Craftsmanship: All edges shall be machined to a rounded edge. All welds shall be smoothed, watertight and factory pressure tested. Water sprays nozzles shall be designed to prevent any protrusion or recessed. All Elevations aquatic play structures shall be designed and manufactured in accordance with Vortex Quality Management System, international industry safety standards ASTM F2461 and F2376 or European safety standard EN 13451-8 and EN 1069-1 according to the project.



The Arc Natatorium Splashpad, TX Version A - 40797

Specification 92



vortex-intl.com

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Account Name:	City Of Angleton, TX - Parks & Rec	Created Date:	9/21/2023 3:26 PM
Project Name:	40797-The Arc-Natatorium	Quote Number:	QUO-21238-Y8Q7D4
Project ID:	40797	Quote Name:	Version B
Bill To Name:	City Of Angleton, TX - Parks & Rec	Prepared By:	Matthew Machin
Bill To Address:	121 S Velasco Street	Email:	mmachin@vortex-intl.com
	Angleton, Texas 77515 Texas	Incoterm:	
Contact Name:	Megan Mainer		
Phone:	(979) 849-4364		
Email:			

VOR	Product No.	Product Name	Description	QTY
1- Play I	Products			
7699	104557-304L	ASTRA N°3 (SW,PC)		1
3- Eleva	tions Play Structur	res		
		Playnuk	Playnuk No. 2 Pool Landing Mat Sloped surface	1
5- Acces	ssories			
12010	12010	Buying Group - Products		1
12020	12020	Buying Group - Services		1
6- Servi	ces			
14010	14010	Installation Fees		1
7- Instal	llation Kits			
	101474-304L	INSTALLATION KIT #HEAVY DUTY SAFE SWAP No 1		1
	100308	TOOL KIT #28:RIV-VOZZLE TOOL		1
	102313	TOOL KIT #0 :		1
	102314	TOOL KIT #1 :SECURITY BITS (ALL)		1
9- Trans	sport			
19030	19030	Freight Fee		1
18020	18020	Packaging Fee		1
19020	19020	Embed Freight Fee		1



Additional Information

Installation Inclusions:

- •Drain main pool and make preparations for pool to be empty for the duration of the project
- •Demo and remove existing aquatic play structure, tippy bucket feature, and feature installed near lazy river
- •Saw cut and remove gunite and concrete to expose plumbing and prep area for new safeswap anchors
- Make concrete patch and set anchors
- •Install new aquatic playstructure and water features

Patch plaster

- •Refill pool, test and adjust water flow to new features
- •Job site clean up and on-site training with facility staff

Total Summary

	Products:	97,120.00
Customer Signature:	Discount:	(10,256.77)
	Services:	108,015.38
	Transport:	5,950.00
	Subtotal:	200,828.61
Enquire about our cooperative purchasing progr	ams. Total:	200,828.61
Thank you for doing business with us!	Currency:	US Dollar
Pricing is valid for a period of 45 days.	Incoterm:	

Terms & Conditions	
Products Payment Terms:	Product \$100K-\$250K: 30% deposit at PO, 50% @Ship, 20% Net 45
Services Payment Terms:	Progressive Payments, NET 30

Freight Charges

Please note: freight charge is an estimate and is subject to change without notice. Vortex reserves the right to adjust the freight charge quoted above. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply.

Installation Charges

Please note: Installation fees are an estimate at the time of quoting and is subject to change without notice. Vortex reserves the right to adjust the installation fees quoted above.

Purchase Contract Terms & Conditions of Sales

The following terms and conditions (the "Terms and Conditions") form part of the Purchase Contract (the "Purchase Contract) between yourself (the "Customer, and Vortex Aquatic Structures International and/or Vortex USA Inc. ("Vortex"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

Payment Terms



Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (with all applicable taxes, the '.Purchase Price'') shall be on the following terms: 100% of the Purchase Price to be paid prior to Vortex commencing production on the Customer's order. Any overdue balances are subject to interest charges of 1.5% per month.

Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Vortex through performance of the Purchase Contract will be the Customer's responsibility. Without limiting the generality foregoing, applicable taxes will be applied to all taxable goods arid services included in the Purchase Contract as amended from time to time. Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase.

Vortex maintains a no return policy and asks all Customers to determine feature and color selection carefully. If a Customer cancels an order after production has commenced, Vortex reserves the right to charge (and the Customer agrees to pay) a 40% re-stocking fee.

Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

Except where title to the products contained in the Customer's order is explicitly transferred by Vortex to the Customer and the Purchase Price is paid in full, title to and right to possession of such products shall remain with Vortex until the Purchase Price and all sums due or become due from the Customer are fully paid.

Should the goods comprising the Customer's order be connected to the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.

Unless otherwise agreed, projects where Vortex is supplying goods without installation, the risk of loss of the goods shall pass to the Customer when the goods are delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, whichever event shall first occur. In the event of where Vortex is suppling and installing goods, risk of loss of the goods shall pass to the Customer upon completion of the project.

Lead Times & Logistics

Vortex' standard lead times are up to 3-4 weeks for embeds, up to 6-8 weeks for Play Products, up to 10 weeks for Water Recirculation Equipment, up to 16 weeks for Elevations and up to 16 weeks for Waterslides. The lead times areas contingent upon receipt of signed Purchase Contract, approved drawings, and all applicable color selections. Expected timing for order completion and shipment will be communicated to the Customer at the time the Purchase Contract is signed by the Customer and acknowledged by Vortex.

Vortex reserves the right to refuse a Customer's delivery date change request if a delivery date confirmation has been previously confirmed/communicated to the Customer. All fees related to the delivery will be the sole responsibility of the Customer and will be borne by them. Storage fees will be charged if the Customer is unable or unwilling to receive the product as per the dates communicated by Vortex. The storage fees are payable before release of the shipment.

All products will be packaged to mitigate damage during shipment. All shipments must be inspected upon delivery and any damage, errors or omissions must be reported to Vortex at support@vortex-intl.com and the transport company within 24 hours of receipt of goods. Vortex reserves the right to amend and modify the transportation costs based on the Customer's request.

Service & Support



Digital versions of operations and maintenance manuals will be provided at the later of either the delivery of the products or completion of the project installation. Vortex is not responsible for coordination the installation project unless otherwise specified in the Contract. The Customer is responsible for coordinating installation schedules with Vortex to ensure that the site is ready for Vortex' products and services. Vortex reserves the right to charge the Customer and the Customer agrees to pay for any additional time or idle time on site and all additional expenses incurred as a result of the site not being ready for the planned services.

Vortex reserves the right to cancel supervision, installation start-up and commissioning services if Vortex deems the site unsafe or not ready. The Customer is responsible for ensuring a safe working environment for any Vortex or contracted service technicians. Vortex reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

Exclusions

Unless otherwise specified, the following is excluded from Vortex' purchase agreement price and responsibility: project management, project coordination, loading and unloading, onsite storage, installation services, permits and permit fees, local, state and or health department codes and approvals, OHSA documentation, onsite electrical work, electrical connections, onsite plumbing work and plumbing connections, bonding payment, geotechnical survey work, excavation & removal of materials, concrete surfacing, slab design and concrete footings.

General Terms & Conditions

The Customer has reviewed local codes and standards and has accepted the design and product specifications, including custom-designed features by signing the Purchase Contract. For orders including water recirculating equipment, the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained, unless otherwise noted. Any design changes requested after signing the Purchase Contract will be subject to additional fees.

The Customer agrees to pay on demand all expenses reasonably incurred by Vortex in efforts to collect the amounts owing under the Purchase Contract. The Customer shall pay reasonable legal costs (fees and disbursements), including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.

Confidentiality: The design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information"} supplied are the property of Vortex and are confidential. The Customer shall not, without prior written consent of Vortex, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.

Limitation of Liability: The aggregate liability of Vortex, its affiliates, and their respective employees, directors, officers, agents and contractors for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for the Purchase Contract. In no event will the Vortex be liable for special, indirect, or consequential damages. The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.

Vortex is not responsible for any damages to the Customer's environment and or landscaping as a result of its products. All modifications and alterations made to Vortex's products will automatically void and null all warranties. Vortex may refuse to accept any order for any reason without incurring any liability from the Customer. No Change to this Agreement will be enforceable unless the Customer has a signed a Vortex Change Order request.

Pricing is valid for a period of 45 days.



Х

Name Title



Construction Agreement

The Owner and the Contractor agree as follows:

Engagement of the Contractor by Owner

Owner hereby contracts with the Contractor to provide the labor, services, and/or materials to perform the construction work described in the statement of work appended hereto and made a part hereof by reference, upon that certain real property and more commonly known as (hereinafter "Subject Property"), as more particularly set forth in hereof.

Scope of Work

Contractor will furnish all specifications, labor, equipment, materials, sales taxes, transportation, supervision, coordination, and communication in a workmanlike manner for the work described in the statement of work attached hereto, which is made a part hereof by reference.

Contract, Drawings and Specifications

The work upon the Subject Property will be in accordance with drawings and specifications provided by Contractor, which drawings and specifications are hereby made a part of this Agreement. This Agreement and the drawings hereby are intended to supplement each other. In case of conflict, however, the statement of work shall control the drawings, and the provisions of this Construction Agreement shall control both.

Time for Commencement Work

Owner will have the jobsite ready for commencement of the work to be performed by the Contractor specified herein above and will give Contractor written notice to commence work. Contractor will commence work after such notice or within of receipt of all necessary governmental approvals and permits, whichever date shall last occur.

Guarantees of Timely Completion

Time is of the essence in the Contractor's performance of the Work and is a basic consideration of this Agreement. Accordingly, Contractor guarantees that the following event (the "Guaranteed Events") shall occur no later than the date specified (the "Guaranteed Completion Dates"), except if Contractor can show that a Force Majeure Event has occurred as set forth in Section 6 herein.

Force Majeure Event

Owner and Contractor are aware of the ongoing pandemic known as COVID-19, and acknowledge that delays, additional costs, or both may occur as a result and are not the responsibility of the Contractor. If Constructor is delayed at any time in the commencement or progress of the Work, or if Contractor's work is made more costly, by any cause or condition arising directly or indirectly from COVID-19, Contractor shall be entitled to an equitable adjustment of the Contract Time and Contract Sum. Such causes may include but are not limited to labor shortages or unavailability of workers, supply chain disruption, inability of personnel to work due to federal, state or local executive orders, subcontractor delays or increased costs, unusual delays in deliveries, delayed inspections or permit approvals, material or equipment cost increases or delays, import delays, and other similar causes beyond Contractor's reasonable control.

Neither Party shall be considered to be in default in performance of any obligation hereunder if failure of performance shall be due to a Force Majeure Event. For the purposes of this Agreement, the term, "Force Majeure Event", shall mean any cause beyond the control of the Party affected, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance (except as excluded herein), sabotage, other "Acts of God", and restraint by court order or public authority, which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it is unable to overcome. Notwithstanding anything to the contrary, the term Force Majeure Event shall not be deemed to include (a) any labor disturbance affecting either Contractor or any Subcontractor (except Subcontractors that have been selected by Owner), to the extent that such labor disturbance involves direct employees of Contractor or any Subcontractor who are performing Work on the Project, except for a national strike in the United States, (b) the climate for the geographic area of the Project, (c) the occurrence of any manpower or material shortages or (d) any delay, default or failure (direct or indirect) in obtaining materials, or any Subcontractor or worker performing any Work or any other delay, default or failure of performance if such failure is due to causes arising out of its own acts, omissions or negligence or to removable or remediable causes that it fails to remove or remedy with reasonable dispatch. The Party claiming a Force Majeure Event shall give the other Party prompt written notice of the Force Majeure Event.



Building Permits, Charges and Exactions

Owner will provide and pay for all necessary building permits. Contractor shall not be responsible for any bonds, assessments, hookup charges, fees, taxes for any utilities, public agencies, or governments other than herein provided.

Labor and Material

Contractor shall pay all valid charges for labor and material incurred by Contractor and used in the work hereinabove specified.

Contract Price and Payment Thereof

For all services performed by Contractor on this Project, the Owner will pay Contractor the total price in accordance with the schedule of value appended hereto in the proposal.

No Payment in the Event of Default

Owner shall have no obligation to make any payment to Contractor at any time when one of the reasons exist which allow Owner to terminate the Contract for cause as provided in Section "Termination for Default by Contractor" of this Agreement.

Construction Financing

If payment of the contract price is to be made by Owner through a construction lender, Owner hereby represents, affirms, and covenants that the construction loan fund is sufficient to pay the contract price and that Owner shall take all acts necessary to expedite timely payment from the construction lender. Owner hereby irrevocably authorizes the construction lender to make payment of the contract price directly to The Contractor.

Extra Work & Deviations from Original Contract Work

Should Owner, construction lender if any, or any public or governmental agency or inspector direct any deletion from, modification of, or addition to the work as hereinabove specified, the costs of such deletion(s), modification(s), or addition(s) shall be added to or deducted from the contract price, as hereinabove defined, as the circumstances dictate. Any and all deletions from, modifications of, or additions to the scope of work prescribed by this Construction Agreement together with the adjustment to contract price shall be made or otherwise memorialized in a writing signed by Owner and Contractor prior to any obligation in kind or character on the part of the Contractor to recognize, honor, or adhere to such changes.

Allowances

If the contract price, as hereinabove defined, includes allowances of any kind, and the cost of performing the work covered by an allowance is either greater or less than the allowance, then this Construction Agreement shall be increased or decreased accordingly. Unless otherwise requested by Owner in writing, Contractor shall use its judgment in accomplishing work covered by an allowance. If Owner requests that work covered by an allowance be accomplished by the Contractor in such a way that the cost will exceed the allowance, Contractor will be obligated to comply with Owner's request only upon payment by Owner of the additional costs in advance.

Insurance, Bonds and Indemnity

Contractor shall maintain at its cost the following minimum insurance and coverage throughout the term of the Agreement:

- 1. Comprehensive General Liability or Commercial General Liability: The limits of the liability shall not be less than:
- a. Comprehensive General Liability: \$1,000,000 combined single limit bodily/property damage per occurrence or;
- b. Commercial General Liability: Each occurrence limit \$1,000,000; Personal & Advertising injury limit \$1,000,000; Products
- completed operations aggregate limit \$1,000,000; General aggregate limit \$2,000,000

Workers' Compensation: Liability limits to cover statutory requirements and maintain limits of employer's liability; bodily injury by accident \$1,000,000 each accident; injury by disease \$1,000,000 policy limit; bodily injury by disease \$1,000,000 each employee.
 Commercial Auto Coverage: Auto liability limits of \$1,000,000 each accident combined bodily injury and property damage liability insurance, including but not limited to, owned autos, hired or non-hired autos.

Contractor agrees to indemnify and hold harmless Owner from any and all claims, loss, or expense of every kind whatsoever which may arise from Contractor's negligent acts or omissions or breach of its obligations hereunder.

If required by the Owner, the Contractor shall maintain builder's risk property insurance respecting the Property in an amount equal to the full insurable value thereof and the risk of casualty loss or damage to the Property shall be borne by Contractor.



Performance/Payment Bond

If required by the Owner, a Performance Bond and a Payment Bond in a form satisfactory to the Owner shall be furnished in the full amount of the price of the Contract Agreement as set forth herein. If the Owner requires such Bonds after this Agreement, the cost thereof shall be paid by Owner as a change to the Contract Agreement, otherwise it shall be included in the Contract Agreement.

Warranties

Contractor warrants, that for a period of one (1) year commencing on the earlier of Final Completion of all the Work ("Primary Warranty Period"), under this Agreement be, in a good and workmanlike manner, and in strict conformity with the terms and conditions of this Agreement, the Design Documents, all applicable Permits, all applicable Laws, and prudent construction practices; and (ii) all materials shall be free of defects and deficiencies, free from any encumbrances or liens and shall be in strict conformity with the terms and conditions of this Agreement.

Remedy

If the warranty set forth in Section 16 is breached within the Primary Warranty Period, Contractor shall correct the defective workmanship and/or material, as the case may be, on an expedited basis, at no cost to Owner and at Contractor's sole cost. Owner shall provide Contractor with full and free access to the work sites to perform its warranty obligations under this Agreement.

Termination for Convenience by Owner

If Owner fails to perform any material terms of this Agreement and/or pay to Contractor any undisputed payment as required hereunder and such failure continues for thirty (30) Days after Notice has been given to Owner by Contractor, the Contractor may terminate this Agreement immediately. In the event of such a termination by Contractor. The Contractor may institute legal proceedings to recover all costs incurred until the date of termination and any and all damages as permitted by law. Owner acknowledges that Contractor would suffer damages including the loss of profit which Contractor would otherwise have realized upon full performance of this Construction Agreement. It is therefore agreed that in such event Owner will pay Contractor as liquidated damages a sum equal to thirty percent (30%) of the contract price as herein-above defined.

Termination for Default by Owner

The Owner may terminate this Agreement for the Contractor's default by delivering written notice in advance of termination. The Contractor shall be in default under this Agreement upon the occurrence of any of the following events ("Contractor Events of Default"):

- (a) Failure by Contractor to perform fully any material provision of this Agreement, including, without limitation, Contractor's failure to supply sufficient qualified personnel or to perform the Work in accordance with the Guaranteed Completion Dates.
- (b) Contractor contravenes any applicable Law, applicable Permit, ordinance, ruling, regulation or orders of any governmental authority or court which materially impacts the ability of Contractor to perform the Work in accordance with this Agreement.
- (c) Contractor becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors or insolvency, receivership, reorganization or bankruptcy proceedings are commenced by Contractor; and
- (d) Insolvency, receivership, reorganization or bankruptcy proceedings are commenced against Contractor, and such proceedings are not terminated, stayed or dismissed within sixty (60) Days after the commencement thereof.

Owner shall give Notice of any Contractor Events of Default to Contractor. If (A) any of the defaults described in clauses (a) and (b) in Section 19 is not cured within thirty (30) Days, (B) corrective action is not commenced within ten (10) Days of receipt of Notice from Owner with respect to nonmonetary defaults which cannot be cured within thirty (30) Days, and such corrective action completed within a reasonable period of time to be mutually agreed upon by Owner and Contractor within ten (10) Business Days after receipt of Notice from Owner or, absent such mutual agreement, completed within the time period proposed by Owner, or (C) upon the occurrence of a default described in clause (d) or (e), then Owner may terminate this Agreement and take possession of all equipment, materials and supplies and complete the Work as Owner deems expedient. The total cost of completing the Work shall be charged to Contractor. Contractor shall pay to Owner the total cost to complete the Work within sixty (60) Days following receipt of Owner's demand for such payment. The remedies set forth in this section shall not be exclusive and Owner shall have the right to pursue any other remedies under this Agreement or at law or in equity. Such termination shall not affect Contractor's representations or warranties.



Termination for Default by Contractor

If Owner fails to perform any material terms of this Agreement and/or pay to Contractor any undisputed payment as required hereunder and such failure continues for thirty (30) Days after Notice has been given to Owner by Contractor, the Contractor may terminate this Agreement immediately. In the event of such a termination by Contractor. The Contractor may institute legal proceedings to recover all costs incurred until the date of termination and any and all damages as permitted by law. Owner acknowledges that Contractor would suffer damages including the loss of profit which Contractor would otherwise have realized upon full performance of this Construction Agreement. It is therefore agreed that in such event Owner will pay Contractor as liquidated damages a sum equal to thirty percent (30%) of the contract price as herein-above defined.

Delay

Contractor shall be not be liable to Owner or any person, corporation, partnership, or other legal entity claiming by, though, or under Owner for any delays in completion of this Construction Agreement regardless of the cause, source, or nature of such delay.

Concealed Conditions

If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor at the time of execution of this Construction Agreement, Contractor shall bring the existence and nature of such concealed conditions to the attention of Owner. If such concealed conditions prevent, preclude, or obstruct performance by Contractor of the work herein prescribed, or burden the scope of work as herein defined by requiring additional work by Contractor to address, correct, and/or rectify such concealed defects, then the scope of work and contract price as hereinabove defined shall be adjusted in accordance with account for all courses of action necessary to address, correct, and/or rectify such concealed conditions.

Hazardous Conditions and Materials

Owner hereby warrants that all required inspections have been performed to ascertain the existence of or presence upon the Subject Property of any hazardous conditions or materials, including without limitation asbestos and radon gas, and Owner further hereby agrees to indemnify and hold Contractor harmless from any and all liability for the same.

Additional Warranties Provided by Law

Contractor shall be obligated to, and Owner shall have the benefit of, all warranties provided by law.

Clean Up

It shall be Contractors responsibility at regular and appropriate intervals as well as upon completion of the work herein prescribed to clean up the jobsite as described in the scope of work.

Attorney's Fees

In the event that any proceedings of a judicial or quasi-judicial nature are instituted by any party to this Construction Agreement to secure performance of any of the obligations herein set forth, the prevailing party in such a proceeding shall be entitled to recover, in addition to all other relief provided by law, its reasonable attorney's fees.

Governing Law

This Construction Agreement shall in all respects be governed by and construed in accordance with the law of the State. Should any provision of this Construction Agreement become void or voidable by decision of any court or act of any legislative or quasi---legislative body or entity, then such provision shall be regarded as automatically amended to comply with such decision or act in a manner most favorable to Contractor

Completeness of Agreement

This Construction Agreement comprises the sole, exclusive, and totality covenants, and stipulations to which the parties agree. None of the terms, conditions, conversations, comments, representations, negotiations, statements, or other communications not specifically provided for herein shall be deemed to have survived execution.





Modification

With respect to all matters not governed by hereof, this Construction Agreement may not be modified except by separate written instrument executed by Owner and Contractor.

Effective Date

This Construction Agreement shall become effective, binding, and enforceable as against all parties upon the last date of execution by any such party.

	Initial Here
Statement of Work Details	
Project Information	
Opportunity Name	
Opening Date	
SOW Type	
Receive Shipment by Sub Contractor	
Number of Mobilizations	
Splashpad Information	
Square Feet	
Quantity of Embeds	
Quantity of LEDs	
Quantity of Activators	
Quantity of Drains	
Water Journey	
System Information	
System mornation	
WQMS Type	
Electrical Input	

Electrical Input	
Controller	
# 1.5" Lines (Manifold)	
# 2" Lines (Manifold)	
# 4" Lines (Manifold)	

Specified Distances

Splashpad Perimeter	Specified distance	
Distance to WMS		The "Specified Distance" is the assumed distance between the Water Management System and the perimeter of the splashpad. If the actual distance exceeds what is specified, additional material cost will be charged to Client.



Distance to Sewer	The "Specified Distance" is the assumed distance between the sewer connection and the perimeter of the splashpad. If the actual distance exceeds what is specified, additional material cost will be charged to Client.
Distance to Water Line	The "Specified Distance" is the assumed distance between the Water supply line and the perimeter of the splashpad. If the actual distance exceeds what is specified, additional material cost will be charged to Client.
Distance to Electrical Panel	The "Specified Distance" is the assumed distance between the main electrical panel feeding the splashpad and the Vortex Control Panel. If the actual distance exceeds what is specified, additional material cost will be charged to Client.
Distance to Storm (if Rainwater Diverter included)	The "Specified Distance" is the assumed distance between the Rainwater Diverter and the storm drainage connection. If the actual distance exceeds what is specified, additional material cost will be charged to Client

Permits Included

Building Permit	If Yes, Vortex is responsible for the Building Permit submittals and paying the associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.
Plumbing Permit	If Yes, Vortex is responsible for the Plumbing Permit submittals and paying associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.
Sewer Permit	If Yes, Vortex is responsible for the Sewer Permit submittals and paying the associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.
Electrical Permit	If Yes, Vortex is responsible for the Electrical Permit submittals and paying the associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.
Health Permit	If Yes, Vortex is responsible for the Health Department submittals and paying the associated fees. Any changes to the design needed to obtain the permit will be charged to the customer.

Plumbing Information Included

Pressure Lines	 If Yes, Vortex is responsible for: II plumbing connections as necessary for the splashpad operation Supply and install PVC SCH80 piping for all pressured lines from manifold to features locations. Supply and install all suction lines for WQMS system if applicable. Complete pressure test of all pressured lines.
Non-Pressure Lines	If yes, Vortex is responsible for supply and installation of drain lines for splashpad and drain pit as required
Backflow Preventer	If yes, Vortex is responsible for supply and installation of Pressure regulatorbackflow preventer. supply and installation
Pressure Regulator	If yes, Vortex is responsible for supply and installation of Ppressure regulator. supply and installation

Inspections Included

Pressure Test	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Bonding/Rebar	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Electrical	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Plumbing	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
Compaction Test	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.

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Sewer	If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.	
Concrete Scope Included		
Form, Place, Finish	 If yes, Vortex is responsible for: 6" thick concrete slab for splashpad area with 4000 psi concrete mix, #3 reinforcing bars @ 12" c/c both directions and thickened edges on concrete work as needed Form, place and finish concrete slab of splashpad area as per final design Form, place and finish all concrete slabs and collars necessary to support and secure components as system requires (Vault, dome, debris trap, water containment system) Expansion joints or saw cuts every 10' for the concrete slab Established grade of 2% slope to center drain and 1-2% slope back to drain pit. 6" thick concrete slab for mechanical room with 4000 psi concrete mix, #3 reinforcing bars @ 12" c/c both directions and thickened edges on concrete work as needed (If building provided by Vortex) Supply drain pit for WMS (Cabinet, Vault, Domepack) Form and place drain pit for mechanical room (If building provided by Vortex) Medium broom finish on all exposed accessible concrete 	
Seat wall	If yes, Vortex is responsible for: • Form, place and finish concrete seat wall if applicable to the dimensions of the plans with 4000 psi concrete mix and #3 reinforcing bars @ 12" c/c both directions	
Painted Concrete	If yes, Vortex is responsible for the supply and application of painted concrete.	
Colored Concrete	If yes, Vortex is responsible for the supply of colored concrete. Customer to note that pricing is dependent on colors selected. A change of color might result in additional charges to customer	
Soft Surfacing	If yes, Vortex is responsible for the supply and application of soft surfacing.	

Excavation and Backfill Scope Included

Splashpad Area	 If yes, Vortex is responsible for: Excavation of topsoil at a maximum of 6" below grade, proof compact sub-grade for the splashpad area Backfill and compaction of all excavated areas Excavation and backfill of trenches for pipelines as required Excavation and backfill for water containment system and debris trap, as per design
Mechanical Room	If yes, Vortex is responsible for excavation and proof-compact mechanical room area (If building provided by Vortex)
Tank and Debris Trap	If yes, Vortex is responsible for excavation and backfill for water containment system and debris trap, as per design.
Haul-off Excavated Soil	If yes, Vortex is responsible for hauling off unused excavated soil

Electrical Scope Included

Power to Vortex Panel	If yes, Vortex is responsible for making final connections for electrical (Power supply brought to mechanical room or cabinet by owner).
Power to WQMS	If yes, Vortex is responsible for making final connections for electrical (Power supply brought to mechanical room or cabinet by owner)
Bonding of Vortex Equipment	If yes, Vortex is responsible for bonding of Supply and install bonding for all features and pump equipment.
Not Included	Breakers needed in the electric panels are the responsibility of the Client

Vortex Equipment Installation Included

Anchors	If yes, Vortex is responsible for the installation of all safeswap anchors, ground sprays and piping to final grade
Play Features	If yes, Vortex is responsible for the ilnstallation of features.

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Water Journey	If yes, Vortex is responsible for: • Supply and place 3000 psi concrete mix with reinforcing bars 4 x #3 and #3 ties @ 12'' c/c for each pilaster (Ø18'' at specified depth) • Supply and place all plumbing connection as necessary for the Water Journey operation • Supply and place all electrical connections as necessary for Water Journey operation • Installation of the water journey and caulking of pre-cast slabs
Water System	If yes, Vortex is responsible for: • Installation and connection of the manifold in mechanical room or water distribution system • Installation of WQMS/WDS system as required

Other Included Services

Trash Bin	If yes, Vortex is responsible for providing trash bins the construction area.	
Temporary Fence	If yes, Vortex is responsible for supply and installation of temporary fences around the splashpad construction area.	
Supply Chemicals	If yes, Vortex is responsible for the supply of necessary chemicals required for the startup and commissioning of the system.	
Filter Sand	If yes, Vortex is responsible for the supply of necessary filter sand for the startup and commissioning of the system	
Hose Bib	If yes, Vortex is responsible for the provision and installation of the hose bib.	
Secure Storage	If yes, Vortex is responsible for the onsite secure storage of Vortex equipment.	
Restroom	If yes, Vortex is responsible for the provision of temporary on-site restrooms for the duration of t construction	
Electrical Breakers	If yes, Vortex is responsible for supply and installation of all electrical breakers need for Vortex equipment. Client to ensure main electrical panel has capacity and space needed for the breakers.	
Landscape Repairs	If yes, Vortex is responsible for the repair Repair of any damages to the surrounding landscape	
Install Supervision	If yes, Vortex is responsible for supervising the installation. Please review the Vortex Installation so of work.	
Elevations Install	If yes, Vortex is responsible for the installation of the elevations.	
Waterslide Install	If yes, Vortex is responsible for: • Installation of steel columns, support arms and brackets. • Installation of towers, stairs, and canopy. • Installation of fiber glass slide	

Special Notes and Requirements

Inclusions General Items

• Participation to pre-construction, project updates and safety meetings as required (Via Teams/Zoom video conference calls or audio calls)

- The installation work includes a maximum of 2 on-site mobilizations for the completion of project
- Unloading of Vortex equipment, provided only if the site is ready for installation when the products are shipped
- Site layout based on provided Datums for the splashpad area and mechanical room, tank and debris trap if applicable
- Clean-up of the area occupied by Vortex during the construction

Customer's Responsibility & Exclusions from Vortex' Scope of Work



- All necessary permits for the required work unless specified otherwise
- All inspection fees (Rebar, plumbing, electrical, sewer, compaction) unless specified otherwise
- Geotechnical soil reports and materials/compaction testing

• Customer needs to ensure that all footings shall rest on Homogeneous layer of undisturbed soil or engineered backfill with a minimum allowable bearing capacity of 100 KPA (2000 RSE) and maximum differential settlement of 19 mm (0.75"). All organic material shall be removed

allowable bearing capacity of 100 KPA (2000 PSF) and maximum differential settlement of 19 mm (0.75"). All organic material shall be removed. (applicable for Waterslide installation)

• Site survey and location of reference points (Datum) and elevation

- Grading plans, Erosion and control plans, Storm water management plans and landscaping plans
- Sewer or water tap fees, if required
- Water or electrical meter fees, if required

• Additional requirements set forth by the local health department and/or code enforcement not previously agreed upon as of the date of this estimate

• Additional electrical requirements if the existing power supply system is not sufficient to handle the electrical requirements

• Additional plumbing requirements if the existing water supply, waste water line and/or storm drain is not sufficient or within the parameters established

- Installation of anchors (applicable for Waterslide installation)
- Installation of Concrete Footings (applicable for Waterslide installation)
- Grouting under columns and steel structure. (applicable for Waterslide installation)
- Water supply piping, including brackets required to support water pipes to the structure. (applicable for Waterslide installation)
- Engineering & sizing of water recirculation system. (applicable for Waterslide installation)

• Laydown area and adequate access to work areas shall be provided to Vortex installers.

- Demolition of any existing concrete, pass, parking areas, features or structures
- Tracking pads and/or access roads to the construction site
- Removal and handling of contaminated/stained or unsuitable soil, or buried obstructions
- Final landscaping (grading, seeding, sod, shrubs, silt socks, etc.)
- Dry play park products purchase and installation
- Benches, tables and shades purchase and installation
- Drain pit form and place in customer supplied mechanical room

Other clauses that may incur additional expenses to be borne by the client:

• Any location or relocation of underground utilities and/or irrigation piping is the responsibility of the owner or its agent. If any utilities encountered and not identified by the local utility providers requires relocation or modification, it is the responsibility of the owner or its agent and no cost shall be borne by Vortex for such work.

• SUB-SURFACE CONDITIONS: Owner shall absorb all costs incurred from unknown conditions such as rock removal, poor digging conditions or pour soil bearing capacity, less than 3000 PSF or a water table higher than 10 ft below finished grade. If material is so large or so large or cumbersome that it cannot be removed with a mini excavator, then that part of excavation that requires other methods of removal or remediation such as, but not limited to, shoring, pneumatic jack hammer, backhoe, hydraulic rock breaker, or dynamite, will be billed on a time and material basis.

• It is assumed that the site does not necessitate the use of a concrete pump truck. If concrete pump truck is needed, Owner shall absorb all associated costs.

• Installation and construction to occur during normal daytime business hours, not including holidays. It is assumed that there is no restrictions on workdays and work hours.

• This contract includes a definite number of mobilizations (see inclusions), any mobilization beyond the contracted amount mentioned herein is subject to a \$3,500.00 fee for each remobilization thereafter. If for any reason, external factors (other than weather), cause the suspension of work, Vortex USA Inc. may be entitled to additional time and cost associated with demobilization and remobilization, mileage, labor and travel time.

• Vortex USA Inc. maintains comprehensive insurance coverage. This coverage is available upon written request. Any insurance coverage required for specific projects above Cicero's norm is not included in this proposal.

• A Performance and Payment Bond is not included in the price of this contract unless specifically included in the quote. This cost would be determined if bond is a requirement and price or design adjusted accordingly. Bond typically costs 5% of the total project.



Signature

Printed Name

Title

Date





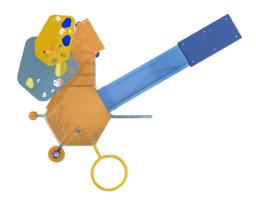
PLAYNUK N°2

SHALLOW POOL

SPECIFICATIONS

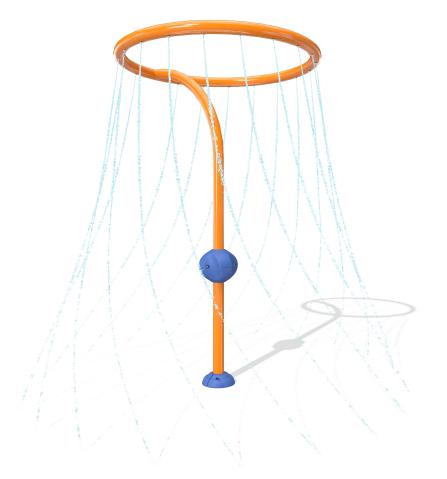
UNIT SIZE (L/W/H)	23'-3" x 18'-51/2" x 16'-2" 7.1 M x 5.6 M x 4.9 M
MIN. REQUIRED FOOTPRINT	1268 SQ.FT. 116 SQ.MT.
TOTAL ELEVATED AREA (including platforms, links and stairs)	53.4 SQ.FT. 5 SQ.MT.
TOP DECK HEIGHT	3 FT 0.9 M
USER CAPACITY (on and around structure)	UP TO 44 USERS
TOTAL WATER FLOW	191 GPM 723 LPM
TYPE OF APPLICATION	POOL WITH 0-10" OF WATER

TOP VIEW





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*The product shown in the image may differ from the actual product sold.

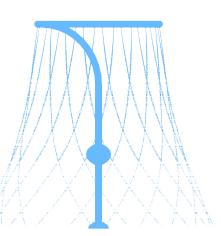
Ideal age group: for all ages

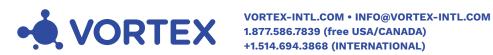
Item 5.

VOR 7699 ASTRA Nº3

PRODUCT HIGHLIGHTS

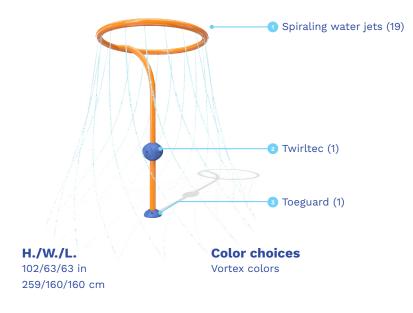
- Kids rotate a halo of water streams using the Twirltec™ ball to create a beautiful spiral pattern.
- Play to get wet or to avoid the water streams as they spiral and spin!
- Encourages the development of social and physical abilities through an interactive play experience

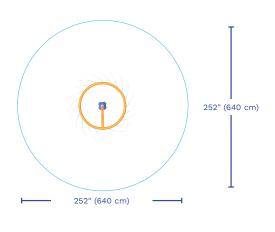




WATER EFFECTS

SPECIFICATIONS





 Flow
 Pressure

 10-25 GPM
 5-8 PSI

 37-94 LPM
 0.3-0.6 BAR

VORTEX EXCLUSIVE TECHNOLOGIES

This product features the following technologies that are unique to Vortex.



TWIRLTEC™

- Kids spin the round handle to create a spiraling water effect overhead
- Soft-touch Elastome
- Interactive Cause and Effe
- Friction-free, triple bearing syste



SAFESWAP™ ANCHORING SYSTEM

- Attractive ground caps are substituted for future play products
- Easily add future play elements with no change to infrastructure
- Easily move products from one location to another at no additional cost
- Provides flexibility to spread investment over time as capital becomes available
- Structural stainless steel base for maximum strength
- Optional interim spray cap (as shown)



TOEGUARD™

- Soft-touch elastomer
- Protects children's toes from anchoring hardware
- Durable, vandal resistant, resistant to chemicals
- Infused with a UV resistant bright color
- Available in one or two pieces ensuring tight fit to post



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Ideal age group: for all ages

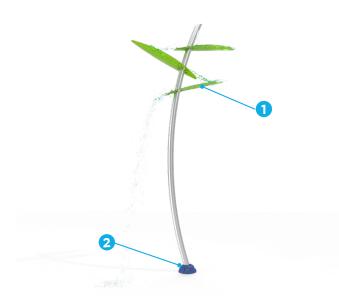
VOR 7725 BAMBOO TREE N°1

PRODUCT HIGHLIGHTS

- The gentle water effect creates a calming and contemplative experience
- The clean, sleek lines integrate with any landscape
- Offers a visual experience by casting colorful shadows on the ground through the Seeflow™







Item 5.

H/W/L	Pressure
170/71/11 in	5-10 PSI
431/180/27 cm	0.3-0.7 BAR
Flow	Smartflow
1-2 GPM	-

3.8-7.6 LPM

Color Choices: Vortex colors or polished

VORTEX EXCLUSIVE TECHNOLOGIES

This product features the following technologies that are unique to Vortex.



SEEFLOW™

• Impact-resistant polymer

- Resistant to UV rays and chemicals
- Colorful reflections are created with the combination of bright colors, water, and sunlight
- Manufactured with up to 40%
 pre-consumer recycled materials
- Reusable at the end of life



TOEGUARD™

- Soft-touch Elastomer
- Protects children's toes from anchoring hardware
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- Available in one or two pieces ensuring tight fit to post

WATER EFFECTS

• Cascading water (1)



Item 5.

CANTED

Our aquatic play spaces don't just entertain, they foster...

GROWTH IMAGINATION INTERACTION DLESS THRILLS & MEMORIES

PLAY VALUE PLANNING

Aquatic play success doesn't just happen, you have to design for it. We optimize all our installations for your user mix, site size and location and other specific needs by...

- Seamlessly integrating multiple types of play experiences for different age groups
- Keeping play engaging to lengthen dwell times
- Integrating a diversity of products to maximize play value and enhance the overall experience
- Creating everlasting memories that bring families back again and again

LET'S PLAY!



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ALL SHAPES AND SIZES

Splashpad® play areas come in all shapes and sizes, ranging from compact urban plazas to installations measuring over 35,000 sq.ft. (3,000 sq.m.) suitable for commercial operations and waterparks. At Vortex we believe that it's not the size of the Splashpad® that counts, but that a Splashpad® is the right size for your users' needs.

There are a couple of key considerations when it comes to Splashpad® capacity. An oversized Splashpad® may look empty and uninviting. An undersized Splashpad® will be overcrowded during peak load periods, compromising the quality of the user experience.

As Splashpad® pioneers, we help our customers determine their optimal capacity when it comes to size and expected user load. The key metric we employ as a guideline in our design is the number of square feet of Splashpad® per individual user, with a recommended user capacity of 1 person per 25 sq.ft. / 2.3 sq.m. of Splashpad® area.



CAPAC Item 5.



CALCULATING CAPACITY

Size of Splashpad[®] divided by the sq.ft. (or sq.m.) per individual user = number of users

EXAMPLE: 1,000 sq.ft. (93 sq.m.) Splashpad®

LOW CAPACITY: 1,000 sq.ft./50 sq.ft. (93 sq.m./4.6 sq.m.) = 20 users OPTIMAL CAPACITY*: 1,000 sq.ft./25 sq.ft. (93 sq.m./2.3 sq.m.) = 40 users HIGH CAPACITY: 1,000 sq.ft./15 sq.ft. (93 sq.m./1.4 sq.m.) = 67 users *RECOMMENDED

SINGLE VERSUS MULTI-USER

Another consideration is the type of water play products you choose. Vortex designers work to achieve a product mix that delivers maximum play value for the largest number of players, comfortably and safely.



SINGLE USER

Single user water play products require more space per user and tend to lower overall capacity and reduce user flow.





Multi-user water play products attract tight groups, adding a new dynamic to the fun and increasing overall capacity.



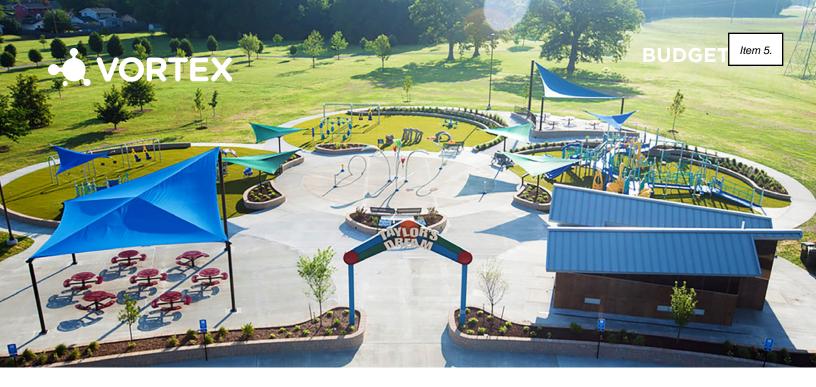
INTERACTIVES

Interactive water play products fall somewhere in between as they promote team work and collaboration.



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BREAKING DOWN YOUR COSTS

Every aquatic play project is made up of a number of different elements and systems in addition to the play equipment itself. To help give you an overview of your total cost, we've put together this short list of key budget items along with factors that may affect the cost of each.

WATER PLAY PRODUCTS

This is one of two major components of the overall cost of your water play installation.

WATER MANAGEMENT

Water management systems are the second major cost of any installation, one that can vary greatly. Flow-through systems, where used water is directed to a municipal treatment system or percolates directly into the water table, are the least expensive. A high capacity recirculation system, on the other hand, can account for a major portion of the overall project cost.

CONCRETE

In addition to providing a structural base for the water play products, the textured, brushed surface of the concrete is a key component of non-slip surfacing.

SURFACING

Surfacing options range from nonslip paint or rubberized coatings to pigmented concrete, where the colour is an integral part of the concrete itself, with some variation in the cost.

INSTALLATION

The principle installation crew is responsible for installing the water play products and water management system. This includes setting, levelling and plumbing all water play products and connecting them to the appropriate water management system prior to the concrete being poured.

DESIGN SERVICES

Professional landscape architecture services are an additional project cost typically incurred.

INFRASTRUCTURE

Includes all water supply lines, storm and sanitary sewer lines and electricity. The cost of tying-in to existing infrastructure varies greatly with its proximity to the Splashpad[®].

OTHER AMENITIES

Depending on location, capacity and climate, park planning may consider amenities like shading, benches, seat walls, picnic tables, restrooms and parking.

OPERATIONAL COSTS

The ongoing costs over the service life of the installation include items such as maintenance labor, energy, administration and monitoring, and are specific to the site.

FOR MORE INFORMATION, PLEASE CONTACT YOUR LOCAL VORTEX EXPERT.

BUDGET Item 5.



The following table highlights the cost of the various elements of your installation, starting with the water play products and water management system and including all associated costs.

WATER PLAY PRODUCTS	
WATER MANAGEMENT	
CONCRETE	(per sq.ft. / sq.m.)
INSTALLATION	
SURFACING	(varies depending on site, finish, design, etc.)
INFRASTRUCTURE	(sewers, piping, water connection, etc.)
OTHER AMENITIES	(toilets, parking, shading, seating, picnic tables, etc.)
DESIGN SERVICES	(fees for landscape architect, for example)
OPERATIONAL COSTS	(site specific)
OTHER	(fees for bonding & procurement costs, for example)
TOTAL	



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VORTEX EXCLUSIVE TECHNOLOGIES



SEEFLOW™

- Impact-resistant polymer
- Resistant to UV rays and chemicals · Colorful reflections are created with
- the combination of bright colors, water, and sunlight
- Manufactured with up to 40% preconsumer recycled materials
- Reusable at the end of life



TOEGUARD[™]

- Soft-touch Elastomer
- Protects children's toes from anchoring hardware
- Durable, vandal resistant, resistant to chemicals

Item 5.

- Infused with a UV resistant bright color
- Available in one or two pieces ensuring tight fit to post



LINEFLOW[™] NOZZLE

- · Precisely orient the stream of water with the internal Brass marble
- Compact design provides better product integration
- Easy to adjust for the most efficient use of water based on your installation
- Made of lead-free brass for maximum durability



PODSPRAY™(ON PRODUCT)

- Simply press to send water to another nozzle on the same feature
- Combine multiple pods and features to create team play
- Lead-free brass for maximum durability



FUNFLOW ACTUATOR™

- Interactive cause & effect
- **Encourages Collaborative Play**
- Step on the cap to divert and multiply the water to another feature
- Low flow when not pressed to help save water
- No electrical required simple installation



PODSPRAY™(GROUND)

- Simply step on or press to send water to another feature
- Increase flow to attached features to increase play value - connected features spin faster, spray farther, dance higher
- Combine multiple pods and features to create team play
- Lead-free brass for maximum durability



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TURNTEC™

- Easy turning for kids of all ages and abilities
- Lead-free brass for maximum durability - heat resistant
- 360° rotation no mechanical stops to break
- Adjustable spray zone control the area where water begins and stops
- · Corrosion and chemical resistant



- SAFESWAP[™] ANCHORING SYSTEM
- Attractive ground caps are substituted for future play products
- Easily add future play elements with no change to infrastructure
- Easily move products from one location to another at no additional cost
- Provides flexibility to spread investment over time as capital becomes available
- Structural stainless steel base for maximum strength
- Optional interim spray cap (as shown)

PRESS & PLAY ACTIVATOR

- On-demand activation saves water
- Constructed of durable stainless steel - vandal resistant
- No moving parts
- Low voltage safe fun
- 2 wire connection easy installation
- Easy operation for kids of all ages & abilities



SPINTEC[™]

- Kids can stand or sit on the platform while pushing off the ground to make the platform spin
- Creates impressive spiraling water effect
- Manufactured with damper speed system that controls spinning speed





TWIRLTEC™

- Kids spin the round handle to create a spiraling water effect overhead
- Soft-touch Elastomer
- Interactive Cause and Effect
- Friction-free, triple bearing system



TWIRLFLOW™

- Two linear jets that create one twirling water effect from the water pressure
- 360° water jet creating a fragmented water splash, promoting dynamic play
- Visually captivating circular water movement
- Made of UHMW for superior durability



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SUPPORT EVERY STEP OF THE WAY

As an end-to-end provider of aquatic play solutions, Vortex offers the full spectrum of personalized design, engineering, in-house fabrication, delivery and installation services to ensure your project is exactly what you envisioned. Working with your team, our local Vortex consultants help coordinate all aspects of the project so the work flows efficiently, the fit and finish are impeccable and the end result is 100% to your satisfaction.



PLANNING PLAY

To deliver an installation that exceeds your expectations, we start with planning, taking into account a number of considerations: site size and landscape, optimal capacity, your specific program goals, the community's special character, how to maximize play value, and more.



DESIGN & ENGINEERING

After we explore a range of thematic options with you, you get to see your vision come to life in cutting-edge 3D renderings right at the design proposal stage.

When it comes to manufacturing, we have full in-house R&D, engineering and design teams as well as complete customization capabilities. Our engineers custom design state-of-the-art water management and disinfection systems specifically suited to your installation. In the construction phase, you are provided with complete sets of construction drawings and specifications, and the Vortex team takes care of all on-site coordination throughout the process.



LOGISTICS

Vortex delivers thousands of pieces of equipment all around the world, so we know getting it there can be half the battle. Our team of logistics experts takes charge of your delivery from our dock to your site, working with local suppliers to make sure every crate gets there on schedule, whether your shipment is local, national or international.





INSTALLATION & TRAINING

Once the equipment is delivered on site. Vortex offers complete supervisory services for the construction and start-up phases, so the build goes smoothly, the equipment functions perfectly and contractors and trades can work efficiently, no matter their level of experience with this type of installation. Once your project is built, we offer start-up and training follow-up so your installation goes into service smoothly and operates at its full play potential. We also have certification programs available for local contractors to ensure trouble-free operation for the long term.



CUSTOMER SERVICE

We provide the very best customer service in the business, with knowledgeable, dedicated people ready at hand with expert advice when you need it, anywhere in the world. They're there to answer your questions, troubleshoot, and optimize the functionality of your play equipment and underlying infrastructure and maintenance. When it comes to servicing your equipment, spare parts are readily available from Vortex locations worldwide.







World leader in aquatic play solutions with over 6,500 installations worldwide VORTEX-INTL.COM | INFO@VORTEX-INTL.COM 1.877.586.7839 (USA & CANADA) | +1.514.694.3868 (INTERNATIONAL)

ABOUT US

25 years of innovation

Founded in 1995 in Montreal, Canada, Vortex pioneered the Splashpad[®] and revolutionized the way children and families play in urban spaces, waterparks and resorts worldwide. Our innovative approach to water attractions has since helped communities, businesses and families grow. We are proud to have created over 8,000 custom installations spanning 50 countries and 5 continents.

Water moves us

Harnessing the transformative power of water, we create play experiences for children to develop, communities to flourish, and businesses to thrive. Our mission is to help you have an impact that lasts long after families have dried off.

We are people-centric innovators with a deep understanding of different markets and community needs. We are your committed business partners from planning to maintenance, and we are with you at every stage of the project to help you attract, engage and retain your visitors, no matter your venue.

Item 5.



Matthew joined Vortex Aquatic Structures with over 15 years of consultative selling experience in a variety of industries, including eight years in playground and safety surfacing. He will be working alongside owners and developers of aquatic facilities, waterparks, hotels, and resorts, developing an in-depth understanding of their specific market needs, and then creating a design and execution plan to make their aquatic play projects a reality.

As a Business Development Manager, Matthew believes in partnering with his commercial clients during each phase of a new project – from design inception through to installation. He looks forward to ensuring that each customer gets an aquatic play facility that's optimized to its unique business needs.

Outside of work, Play is a huge part of life for Matthew and his family. They like to take every opportunity to spend time playing sports and being outdoors. He volunteers for the Houston Livestock Show and Rodeo and coaches his son's football team.

Matthew grew up in Buffalo, New York, but has called Texas – both Dallas and Houston areas – his home for the past 24 years.



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BARB LAPIERRE Regional Sales Manager

With over 14 years' sales experience at Vortex, Barb made her debut in 2006 as a member of the Inside Sales team for the West Coast with a focus on California. Today she is the Regional Sales Manager for the Midwest and Texas regions.

Working closely with landscape architects, aquatic designers and Park and Recreation officials, Barb brings a wealth of product and process knowledge to every project, delivering play solutions that best meet a customer's budgetary and program goals: maximizing play value, building in inclusivity and sustainability and working to optimize water management. Barb shares her vast experience in aquatic play as a frequent speaker at Park and Recreation conferences.

Barb was born and raised in Montreal, and has been living there since her return from Ontario in 2004. Her hobbies include kayaking and biking. During the summer, she also volunteers to help with swim meets at her local pool.



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MELISSA HEALEY-BOLDUC Inside Sales

Working from Vortex headquarters in Montreal, Melissa coordinates multiple Splashpad® projects for her designated regions, ensuring a smooth execution and working as a liaison between the sales team, project designers and customer service staff. She also provides direct support to Outside Sales team members: preparing proposals and quotes for presentations, making product design suggestions, and providing valuable insight and input into the solution development process.

Melissa is indispensable in her role in verifying all documents for accuracy and in illuminating customers and channel partners on Vortex's broader play philosophy and the value it brings to families and communities.

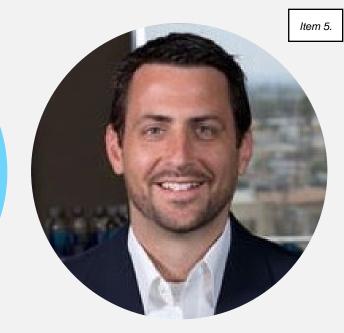
Melissa is passionate about Play and her work at Vortex, particularly because she studied Play, Learning and Development in university. She appreciates that children and adults alike learn many important life skills through play. Her young daughter demonstrates to her daily how much she learns from play, and in particular water play.

An outdoors person, Melissa camps in the summer and snowboards in winter. And she has been a swimmer her whole life; be it Splashpads, swimming, canoeing, or kayaking, she is happiest in the water!



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JIM BASSI Director of Sales, North America



Jim joined the Vortex team in August 2018 and is the Director of Sales for North America. He is based in the Dallas/Fort Worth area and leads the sales initiatives in North America, driving market penetration and securing Vortex International's leadership position in the aquatic play marketplace.

Jim brings extensive sales experience in both the public and private sectors, particularly in the field of commercial recreational equipment. He most recently served as Director of Sales for Kompan, where he leveraged strategic insight to drive sales and ensure customer satisfaction. He works with the Vortex sales team to proactively support water parks, hotels, resorts and municipalities across North America in providing superior-quality aquatic play experiences to their guests.

Jim has a Bachelor of Science from Utah Valley University, where he was actively involved in the student government (Vice-President and then President). Professionally he also has extensive experience in the education and education technology sectors.

Jim lives in Fort Worth, Texas with his 4 children and dog. When he's not working or spending time with his family he enjoys basketball, golf and other outdoor activities.



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NADER FAOUR Project Manager

Nader originally worked with Vortex as a Product Development Engineer, designing new technologies and products as well as re-engineering existing aquatic play products. After working overseas for several years, he has returned to Montreal, and Vortex, as a Project Manager for the Special Projects team.

As a member of this group, Nader manages multi-disciplinary teams from product design and fabrication through to delivery and installation. Vortex provides a client-centric approach on each project. Nader manages the flow of information between client, design and production team, and ultimately the construction crew. His role includes preparation and review of technical documents: engineering, local certification, delivery and construction.

With two young kids, Nader knows quite a bit about Play, and spends a considerable amount of his free time in parks, Splashpads and waterparks!

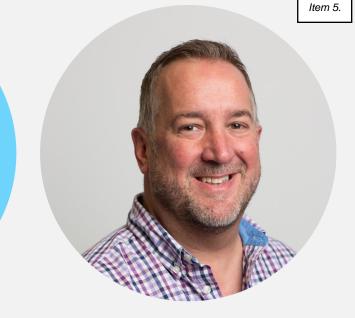
Nader has a mechanical engineering degree from Concordia University, in Montreal. In his spare time, he enjoys playing guitar and drums, in addition to hiking with his wife.



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DONALD DOUCETTE

Senior Field Service Technician & Client Support Specialist



Donald is a Senior Field Service Technician and Client Support Specialist with Vortex. With over 15 years' experience in the aquatics field, Donald's main responsibilities as part of Vortex's Customer Service team include installation, commissioning and client training on various Vortex systems.

Working closely with inside sales, engineering, installation crews and end-users, Donald's expertise is utilized in a variety of ways to create successful projects from start to finish.

When he is not travelling, Donald is responsible for the Installer Certification Program as well as other in-house trainings.

Based in Montreal, Donald has worked on numerous projects throughout Canada and the United States. Over the years, some of Donald's more notable projects have included supervision of installations in China, Singapore, France, Turkey, Alaska and the Caribbean.



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Projects Texas



Talkington YWCA | Lubbock

Central Texas

- Boys & Girls Club, Austin
- Dell JCC Recreation Pool, Austin
- Alcorn Park, Brownwood
- Mayes Park, Brownwood
- Trigg Park, Brownwood
- Garey Park, Georgetown
- TeraVisa Rabbit Hill Park, Georgetown
- Lakespur Community Center, Leander
- Tumilson Swimming Pool Blockhouse HOA, Leander
- Santa Rita Ranch Splash Park, Liberty Hill
- Mineola Civic Center, Mineola
- Mansions at Stone Hill Park, Pflugerville
- Trojan Park, Troy

North Texas

- Arthur Sears Park, Abilene
- 🔸 Red Bud Park Splashpad, Abilene
- Rose Park Adventure Cove Aquatic Center, Abilene
- Scarborough Park, Abilene
- Stevenson Park, Abilene
- Avery Pointe Splashpad, Anna
- Brantley Hinshaw Park, Arlington



Pavo Real Dog Water Park | Whitmore Lake



- Central Park Splashpad, Azle
- Oak Hills Splash Park, Carrollton
- Rosemeade Rainforest Aquatic Complex, Carrollton
- BB Living Light Farms, Celina
- Hilton Anatole Hotel, Dallas
- Klyde Warren Park, Dallas
- Texoma Health Foundation Park, Denison
- Heritage Park, Flower Mound
- McDonald Southeast YMCA Aquatic Center, Fort Worth
- Lexington County Community Center, Frisco
- Magnolia Meadows Splashpad, Glenn Heights
- Great Wolf Lodge, Grapevine
- The REC of Grapevine, Grapevine
- Ja-Lu Community Park, Greenville
- Central Aquatics Center, Hurst
- McCord Park, Little Elm
- Finch Park, McKinney
- Prestwyck Park, McKinney
- Villages of Melissa, Melissa
- Midlothian Community Park, Midlothian
- Canyon Falls Community Center, Northlake
- Plano Aquatic Center, Plano
- Camp James Ray, Pottsboro
- Prairie Ridge Amenity Centern, Prairie Ridge
- The MARQ Southlake Champions Club, Southlake
- Mustang Harbor Splash Pad, Sweetwater
- Mantua Amenity Center, Van Alstyne
- George Brown Plaza, Waxahachie
- Lee Penn Park Swimming Pool, Waxahachie
- Splash Dayz Water Park, White Settlement

South Texas

- 42 on 32 RV Park, Blanco
- Green Meadows Park, Buda
- Brighter Futures Learning Center, Cibilio
- Collier Pool, Corpus Christi
- Rotary Club Park, Del Rio
- Lions Park, Gonzales
- Voigt Park, Hollywood Park
- La Joya ISD Sports and Learning Complex, La Joya
- 🖡 La Vernia City Park, La Vernia
- Fisher Park, New Braunfels



Artavia Amenity Center | Conroe



Fischer Park | New Braunfels

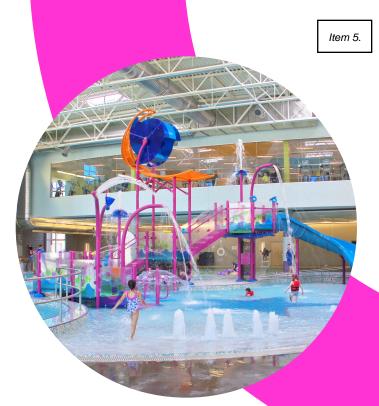


Park West | Seguin

- Landa Park Aquatic Complex, New Braunfels
- Jones Box Park, Pharr
- Municipal Park & Sports Complex, Portland
- Gilbert Garza Park, San Antonio
- Greenline North, San Antonio
- Joe Ward Park, San Antonio
- Pearsall Park, San Antonio
- Red Bird Ranch HOA Pool, San Antonio
- Woodlake Estates HOA Splashpad, San Antonio
- Yanaguana Gardens at Hemisfair Park, San Antonio
- Park West, Seguin
- Stage Stop Park, Selma
- Northview Park, Universal City

Upper Gulf Coast

- Windrose Green Splashpad, Angleton
- ARTAVIA™ Amenity Center, Conroe
- Mavera Amenity Center, Conroe
- Dunham Pointe, Cypress
- Falls at Dry Creek Splashpad, Cypress
- Deer Park City Pool, Deer Park
- Dellrose Communitiy Splash Pad, Houston
- Fair Meadows Splashpad, Houston
- Harvest Green Splash Pad, Houston
- Katy Crossing (Phase 2), Houston
- Katy Lakes Splashpad, Houston
- Parks Edge, Houston
- Stillwater Cove Park, Houston
- Stone Creek Estates Splashpad, Houston
- The Brair Club, Houston
- Tuscan Lakes Community Splashpad, Houston
- Ventana Lakes Splashpad, Houston
- Westfield Splashpad, Houston
- Wildheather Park, Houston
- Ingleside Park, Ingleside
- San Jacinto Splashpad, Jacinto City
- Jersey Village Splashpad, Jersey Village
- Elyson Communities, Katy
- Grand Lakes, Katy
- Highland Knolls, Katy
- Katy Manor Community Center, Katy
- Katy Manor South Park, Katy



The REC of Grapevine | Grapevine

- King Crossing Splashpad, Katy
- Woodring Park, Katy
- Magnolia Community Center, Magnolia
- NorthGrove Recreation Center, Magnolia
- Del Bello Lakes Recreation Center, Manvel
- Riverstone Blvd Recreation Center, Missouri City
- Sawmill Lakes Community Splashpad, Missouri City
- Brookwood Forest Splashpad, Porter
- Aliana Splashpad & Playground, Richmond
- Fort Bend MUD 165 Splashpad, Richmond
- Veranda Recreation Center, Richmond
- Caldwell Ranch Aquatic Center, Rosharon
- Constellation Field (Skeeters Park), Sugar Land
- The Club at Riverstone, Sugar Land
- Jaycee Park, Temple
- Raburn Reserve, Tomball
- Timarron Park, Woodlands Township

West Texas

- Dyess Air Force Base Splashpad, Dyess AFB
- Braden Aboud Memorial Park, El Paso
- Grandview Spray Park, El Paso
- Hidden Valley Spray Park, El Paso

- Mary Robbins Park, El Paso
- Pavo Real Spray Park, El Paso
- Salvador Rivas Jr. Spray Park, El Paso
- San Jacinto Plaza, El Paso
- Sue Young Spray Park, El Paso
- Westside Community Park, El Paso
- Golden Eagle Park, Horizon City
- Upton County Splashpad, Mccamey
- Dennis the Menace Park, Midland
- Grassland Estates, Midland
- Washington Aquatic Center, Midland
- Odessa Country Club, Odessa
- Maxey Park, Pecos

East Texas

- Edgewood City Park, Edgewood
- Spring Lake Park, Texarkana

Panhandle

- Thompson Park Pool, Amarillo
- Canyon Aqua Park, Canyon
- Clarendon Outdoor Aquatic Center, Clarendon
- Talkington YWCA at Sun'n Fun, Lubbock



Pearsall Park | San Antonio



Stage Stop Park | Selma 2



Red Bud Park | Abilene 3



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What is the BuyBoard®?

The BuyBoard® is an online purchasing cooperative designed to streamline the purchasing process and help its members make confident buying decisions. The National School Boards Association has collaborated with the Rhode Island Association of School Committees and th eMaryland Association of Boards of Education to create the National Purchasing Cooperative's BuyBoard®. The Cooperative is an administrative agency created in accordance with th eMaryland Annotated Code, State Finance and Procurement, Section 13-110 (West 2009), and the Rhode Island General Laws, Section 16-2-9.2 (2009). Its purpose is to obtain the benefits and effeciencies that can accrue to members of a cooperative, to comply with the bidding requirements in may states, and to identify qualified vendors of commodities, goods, and services.

Save money.

There is power in numbers! By combining their purchasing power, BuyBoard® members are able to leverage better pricing from vendors they may already use. In addition, members save by reducing administrative and resource time.

Save time.

BuyBoard® contracts have already been through a competitive procurement process, saving members the time and cost of bid preperation. In many states, a purchasing cooperative enables public entities governed by competitive bidding requirements to take advantage of bids awarded by the cooperative. The National Purchasing Cooperative leverages the power of a nationwide network of purchasers to drive down the prices of commodities, goods, and services by providing the successful bidder(s) the opportunity for a higher quantity of sales.

Purchase with confidence.

BuyBoard® vendors stand behind their products. You'll recognize many well-known brand names on our product list. The Cooperative analyzes and makes award recommendations for products and services that have been submitted for competitive procurement. All awarded items or catalogs will be posted on the secure BuyBoard® site so that members can search for and select items to order. BuyBoard® is available only to members.

Membership is free!

Visit buyboard.com Phone: 800.695.2919 E-mail: buyboard@buyboard.com

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