



CITY OF ANGLETON
PARKS AND RECREATION BOARD AGENDA
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
MONDAY, DECEMBER 11, 2023 AT 5:30 PM

Chair | Jaime Moreno

Members | Clara Dannhaus, Erin Boren, Mindy Burch, Luis Leija, Jessica Norris, Blaine Smith, Abbie Jo Ortiz

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE PARKS AND RECREATION BOARD FOR CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON MONDAY, DECEMBER 11, 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

1. Discussion and possible action to approve the minutes of the Parks & Recreation Board meeting of October 2, 2023.
2. Discussion and possible action on approval of the 2024 Athletic Sports Association agreement and Athletic Complex Maintenance Standards.
3. Discussion and possible action on Freedom Park Passive Area design and estimate of probable costs.
4. Discussion and possible action on replacement natatorium components for the Angleton Recreation Center.

ADJOURNMENT

CERTIFICATION

I, Megan Mainer, Executive Director, 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, December 8, 2023, by 5:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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.

CANCELLED



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/11/2023

PREPARED BY: Jason O'Mara, Assistant Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action to approve the minutes of the Parks & Recreation Board meeting of October 2, 2023.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: NA **FUNDS REQUESTED:** NA

FUND: NA

EXECUTIVE SUMMARY:

Discussion and possible action to approve the minutes of the Parks & Recreation Board meeting of October 2, 2023.

RECOMMENDATION:

Staff recommends the Parks & Recreation Board approve the minutes of the Parks & Recreation Board meeting October 2, 2023.



**CITY OF ANGLETON
PARKS AND RECREATION BOARD MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
MONDAY, OCTOBER 02, 2023 AT 5:30 PM**

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON PARKS AND RECREATION BOARD IN THE ORDER THEY OCCURRED DURING THE MEETING. THE PARKS AND RECREATION BOARD CONVENED IN A MEETING ON MONDAY, OCTOBER 2, 2023, AT 5:30 PM., AT THE CITY OF ANGLETON COUNCIL CHAMBERS AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Jaime Moreno called the Parks and Recreation Board Meeting to order at 5:30 P.M.

PRESENT

Mindy Birch
Erin Boren
Clara Dannhaus
Jaime Moreno
Luis Leija
Jessica Norris

REGULAR AGENDA

1. Discussion and possible action to approve the minutes of the Parks & Recreation Board meeting of June 12, 2023.

Upon a motion made by Member Leija and seconded by Member Boren. The motion passed on a 6-0 vote.

2. Discussion and possible action on nominating and appointing a Parks & Recreation Board chairperson.

Megan Mainer, Director of Parks & Recreation, asked the board to provide recommendations on a new chairperson for Parks & Recreation Board. Upon a motion made by Member Boren and seconded by Member Dannhaus to keep Jaime Moreno as acting chair, the motion passed on a 6-0 vote.

3. Discussion and possible action on funding assistance and backstop locations for Rotary Club of Angleton District Grant Youth Baseball and Softball Backstop project.

Megan Mainer, Director of Parks & Recreation, provided background information on why the rotary was interested in providing grant funds for this project. Megan informed the board on funding sources, with \$7,000 coming from Angleton Rotary Club while an

additional \$3,000 from the Rotary District. Four proposals were received with the lowest bid of \$14,000 for ten backstops throughout the city. Angleton Little League was brought in to discuss proposed locations which they have reviewed and approved. The Parks & Recreation department would contribute up to \$4,000 from Parkland Dedication Fees to support the project. Member Jaime asked for clarification on location and impact on future projects. Member Boren asked about the specific design on the backstops. Member Dannhaus asked for clarification on funding breakdown and life expectancy of backstops. Megan reviewed designed field use and how community will have access. The Board recommended having a written document for the Rotary Club and Angleton Little League to ensure they are aware some backstops are temporary based on other projects. Upon a motion made by Member Norris and seconded by Member Dannhaus to support funding assistance and approve backstop locations for Rotary Club of Angleton District Youth Baseball and Softball Backstop project with a MOU in place. The motion passed on a vote 5-0 with Member Boren choosing to abstain from voting.

ADJOURNMENT

The meeting was adjourned at 5:56 P.M.

These minutes were approved by the Angleton Parks and Recreation Board on this the 11th day of December 2023.

CITY OF ANGLETON, TEXAS

Megan Mainer
Director of Parks and Recreation



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/11/2023

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on approval of the 2024 Athletic Sports Association agreement and Athletic Complex Maintenance Standards.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

Staff have been working with Randle Law Office to revise, simplify, and address concerns related to the existing Athletic Sports Agreement. The 2024 agreement enclosed has been reviewed by Randle Law office.

On October 30, 2023, Megan Mainer sent the revised 2024 Athletic Sports Association agreement to Angleton Little League, Angleton Girls Softball Association, and Angleton Soccer Club for review and revisions in preparation for the 2024 agreement renewal. A deadline of November 17 was provided for revisions and/or feedback.

Below is a brief listing of changes to the agreement:

- The required non-profit status was removed as we do not require this in our code ordinances and non-profit status is a requirement of the organization's sanctioning organization guidelines (e.g. USA softball, etc.).
- The required financial documents were removed; however, the City retained the right to request financial documents at any time. Typically, financial records for the organization are a requirement of the organization's sanctioning organization (e.g. USA softball, etc.).
- All documents required as a condition of use of the fields (e.g. liability insurance, ASA Board of Directors, security deposit, bylaws, practice schedule, game schedule, and tournament schedule); meaning, if we do not receive these items the ASA will not be permitted to use the fields.
 - Also, if we do not have the practice schedule, game schedule, and tournament schedule; the city will have the authority to rent the facility to the public.
- The annual deposit was increased to \$2000 and will roll over year to year if not used; if it is used, the City will collect another deposit upon annual agreement renewal.

- Appendix A outlines fees associated with daily and tournament rentals in addition to fees for tournaments per team (\$10/team) as outlined in the Angleton Code of Ordinances.
- ASAs must designate at least one day a week for public rentals.
- We adjusted background check information so that it was clear and direct concerning what is and is not acceptable.
- We propose changing the key lock system to a key code system to reduce costs for rekeying; recording can be done upon request.

Email responses from each organization in response to the 2024 Athletic Sports Agreement are enclosed.

On December 7, staff met with ALL President who requested the following changes to their 2024 ASA Agreement:

- Add language that specifies one co-sponsorship agreement per site location.
- Extend the agreement to five (5) years.
- Specify \$10 fee/team for tournaments when a tournament fee is enforced.

Staff has invited Angleton Girls Softball Association, Angleton Little League, and Angleton Soccer Club to discuss the 2024 Athletic Sports Agreement and capital improvement needs with the Parks & Recreation Board.

RECOMMENDATION:

Staff recommends the Parks & Recreation Board approve the 2024 Athletic Sports Association agreements and Athletic Complex Maintenance.

SUGGESTED MOTION:

I move we approve the 2024 Athletic Sports Association agreements and Athletic Complex Maintenance Standards.



**PARKS AND RECREATION DEPARTMENT
2024 ATHLETIC SPORTS AGREEMENT**

CITY OF ANGLETON, TEXAS

A. POLICY FOR USE OF PARK AND RECREATIONAL FACILITIES

This policy for use of City of Angleton Park and Recreational facilities is comprised of procedures, regulations, and guidelines designed to ensure that all facilities are utilized in a safe and efficient manner.

Priority use of the athletic facilities is reserved for associations requiring the on-going, scheduled use of a facility to provide a recreational service or to meet a community recreational need. "Sports Association," as defined for the purpose of this document, is an athletic league, athletic team, or group that conducts its own affairs within the framework of polices, and the Angleton Code of Ordinances established by the City of Angleton for use of city facilities and recommended by the Parks Board.

B. ATHLETIC FACILITIES PROCEDURES AND GUIDELINES

1. PARTIES:

The City of Angleton, Angleton Parks and Recreation Department hereinafter referred to as the "City." or "Parks.", and the Angleton Sports Associations, hereinafter referred to collectively as the "ASA" are parties to this Agreement. The ASA consists of the following sports organizations: Angleton Little League, Angleton Girls Softball Association and Angleton Soccer Club but for the purposes of this Agreement are referred to collectively as the "ASA". Each organization shall designate one (1) person to act as the contact person for the sports association, and shall submit the person's name, title, address, home and work phone numbers to the Parks and Recreation Department. Each ASA entity is responsible for updating contact information as changes occur. The ASA is also responsible for notifying the City of removal or replacement of the designated contact person and shall provide the City with the contact information of their replacement within three (3) business days. The Director of Parks and Recreation, or designee, shall act as the City's liaison to the ASA.

2. TERM:

The term of this Agreement is from **January 1, 2024** to **December 31, 2024.**

3. CONDITIONS FOR USE:

The ASA shall attend an annual scheduling meeting. At this meeting, the ASA shall submit their requests in writing, and written requests shall be accompanied by proof of liability insurance naming the City as an additional insured if not previously provided at the time of execution. Additionally, the list of the ASA Board of Directors with addresses, both physical and email, and phone numbers, practice, game, and tournament schedules all of which must be provided to the City on or before the opening day for the beginning of the season for each applicable sport. The security deposit, and the current ASA bylaws for each organization shall be provided to the City upon execution of this agreement. Upon any request by the City documents regarding the financial statement, or annual budget including the current balance

sheet shall be made promptly available.

The ASA shall provide, upon execution of this Agreement, a certificate of general liability insurance naming the City of Angleton as an additional insured, that includes but is not limited to Comprehensive, General Liability coverage including contractual liability, premises/operations and personal injury liability in the amount of a minimum of \$1,000,000 per person and \$2,000,000 aggregate; and property damage in the minimum amount of \$100,000.00 per occurrence.-Failure to provide said certificate and the failure to maintain the required coverage and valid certificate while the agreement is in place shall be cause for immediate termination of this agreement by the City. Written notice shall be given to the City thirty (30) days prior to the cancellation or immediately upon any material change in coverage.

The City requires payment of a security deposit in the amount of two thousand dollars and zero cents (\$2,000.00), and the City shall deduct any charges for damages or fees for cleaning and field and facility maintenance, without notice and as set forth in this contract. The remaining funds will roll over to the following year's security deposit, and another deposit amount will be due upon annual agreement renewal.

The ASA has no authority to assign or sub-lease the use of Fields/Facility. Non-ASA groups, teams or individuals seeking reserved use of city athletic facilities for tournament play may do so by obtaining a permit from the City at least fourteen (14) days prior to the tournament date.

The ASA shall comply with fees as set out in the Fee Schedule Sec. 2-266 of the Angeton Code of Ordinances and agree to comply with fees set out in Appendix A of this agreement.

The City of Angleton and ASAs are subject to temporary closures of the fields/facility due to maintenance or inclement weather. The fields/facilities shall be available for public use when such use does not interfere with the League's scheduled activities and when use is reserved at the Angleton Recreation Center.

(a.) Conditions for Non-ASA Usage

Non-ASA groups, teams or individuals seeking use of city athletic facilities hourly or for day use may do so by completing a Pavilion and Athletic Rental application and delivering it to the Angleton Recreation Center at least seven (7) days prior to such rental.

(b) Public Rentals

A schedule of reserved use must be provided to the ASA. ASA organizations shall designate, at least, one day a week for public rentals. Makeup games may be scheduled on the designated public use day if needed and upon City approval.

(c) Background Checks

All Organizations shall conduct criminal background checks on all volunteers and paid

employees who will interact with youth, and shall maintain documentation of completed background checks for review upon request by the City. The ASA shall not allow any volunteer or employee to interact with youth if a background check reveals an employee or volunteer is unsuitable for working with youth due to any crimes. Permanent disqualification from volunteer service shall result for any crime including any felony, any crime regarding a sexual offense, any misdemeanor involving violence and two (2) or more misdemeanor offenses involving drugs or alcohol. Permanent disqualification shall occur if a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (regardless of adjudication), or received court directed programs or deferred adjudication in lieu of a conviction or for a pending case.

It is mandatory that all organizations comply with this requirement and provide documentation of confirmation of compliance with this requirement promptly and immediately upon request by the City. If any provision of this obligation is not met or background checks are not performed, or confirmation of checks are not provided to the City this Agreement shall automatically terminate.

4. SPECIAL USE OF FACILITIES:

At any time, the City reserves and retains the right to use the fields/facility and all public park facilities for City-approved events including, but not limited to, hosting athletic leagues, tournaments, special events, programs that enhance economic development for the City as well as emergency usage. The City will make every effort to schedule City-approved events during dates and times that do not conflict with the ASA's previously submitted calendar, and scheduled activities. If the City's use conflicts with the calendar for ASA events or scheduled activities, the City will notify the ASA as soon as the City is aware of the conflict.

5. FACILITY KEY CODE:

Prior to the execution of this Agreement, the City of Angleton Parks & Recreation Department shall provide the ASA with a key code to all locks at the beginning of the season(s). Request for a new key code shall be made in writing to the Angleton Parks and Recreation Department. If the City determines it is necessary to change the key code, ASA will be notified, and a new key code will be distributed.

6. PARKING:

Unless specifically marked, parking spaces at sports complexes are not reserved and are available on a first-come, first-served basis.

7. SIGNAGE:

The ASA is granted the right to solicit advertising boards at each complex. Signs placed on fencing are limited to no larger than one fence panel in length (10 feet). Signs will be limited on outfield fencing to the area between the foul poles. Two (2) sponsorship signs are allotted backstops above the top cross bar, facing viewers. The signs shall not be longer than 4 x 6 feet and they shall not obstruct the view. Signs along the interior gates along walkways shall not be longer than 4 x 6 feet. The City reserves the right to review and approve potential advertisers and

sign content prior to installation and can mandate sign removal if, under the City's sole discretion, the sign is not in compliance with this agreement, city ordinance, state law, or for any other reason the city determines.

8. CONCESSION AND STORAGE BUILDINGS:

The City provides a structure containing storage and concession facilities. The City agrees to maintain utility service to the concession and storage structure. Maintenance includes the following systems: electrical, plumbing, roofing and any other item contributing to the safe and efficient operation. The City shall inspect the concession stand two (2) weeks prior to the first game of the season and no later than two (2) weeks after the last game of the season. The ASA agrees it will solely operate appliances in the concession stand or storage rooms during league games, tournaments, and outside tournaments. All revenues produced by concession operations shall belong to the ASA. The ASA is responsible for meeting all applicable federal, and state laws, and city ordinances pertaining to the concession facility.

9. RESTROOM FACILITIES:

The City has provided restroom facilities. The City agrees to maintain utility service to the restroom facilities. Maintenance includes the following systems: electrical, plumbing, roofing and any other item contributing to safe and efficient operation. The restroom facility will remain open to the public for use. The City will provide custodial services for the restroom facility on Monday, Wednesday, and Friday. The ASA is responsible for ensuring that restrooms are stocked with hand soap, toilet paper and paper towels, at the ASA's expense during the ASA's use of the facilities, and this use includes tournaments. The ASA shall ensure restrooms are clean, free of litter, vacant, water is turned off, and lights are turned off before leaving fields. Any required cleaning by City employees outside of Monday/Wednesday/Friday custodial services, or as a result of the ASA failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City. The cleaning expense shall be deducted from the ASA security deposit.

10. DAMAGES AND VANDALISM:

The ASA assumes responsibility and will bear the cost for repairs to the fields/facilities due to any damage caused by or during the ASA's activities. If the ASA does not pay for the repairs, the City shall pay for the repairs. The repair expense will be deducted from the ASA deposit, and the ASA forfeits the right to any additional use of the fields/facilities until the deposit is replenished to the required deposit amount set out in Section 3 of this Agreement. The City will bill the ASA for any expense which exceeds the current balance of the security deposit. The ASA is responsible for immediately notifying the City in the event of any malfunction or damage to City infrastructure or City property.

ASAs with access to facilities shall mitigate vandalism by securing all doors, windows, or any other possible entry point. The City shall assist by providing sufficient lighting, frequent security patrols, overall security assessment, and other measures upon approval by the Parks and Recreation Director.

Repairs to City facilities caused by vandalism will be the responsibility of the City, unless the vandalized facility was not properly secured by the ASA, in which case, the ASA shall be solely responsible for all costs and repairs. The City will repair or replace as necessary, the following equipment: air conditioners or heaters, electrical and lighting systems, plumbing systems, or others upon approval of the Parks and Recreation Director. The ASA shall be responsible for replacing or repairing vandalized items which are built by the ASA. The City shall not be responsible for loss or damages to any property, equipment, supplies not owned by the City.

11. PARK AND ATHLETIC FACILITY ORDINANCES:

ASA agrees to comply with all city ordinances, and all state laws, as amended. ASA agrees to promptly notify the Angleton Police Department of any violations of federal laws, state laws or city ordinances on the fields/facilities.

12. FIREARMS:

It is unlawful for any person to carry a trapping device or carry or discharge any firearm, pneumatic weapon, including but not limited to, a BB gun or pellet gun, spring-gun, cross-bow, bow and arrow or slingshot on or over any park; except as otherwise provided by law. It is an exception to this section if a person: carries in a park a concealed handgun, or a handgun in a shoulder or belt holster, or any other firearm, and is not prohibited from doing so under applicable Federal and State law, including Texas Penal Code Chapter 46 and Texas Government Code Ch. 411 Sub Chapter H (Handgun Licensing Law).

C. MAINTENANCE OF PARK AND RECREATIONAL FACILITIES:

1. The ASA will provide general maintenance of fields/facilities to ensure safety. General maintenance includes mowing, watering, and trimming along fence lines, light poles, sidewalks, bleachers, buildings, restrooms, concessions areas and surrounds. The City of Angleton shall cancel or postpone any activity on any sports field, which is not maintained properly by ASA or is unsafe due to vandalism, overuse, or weather.
2. The ASA shall comply with City of Angleton Parks & Recreation Athletic Complex Maintenance Standards enclosed as Appendix B and shall be responsible for general maintenance, weekly mowing, trimming, and edging of the complex and fields. Proper maintenance shall include but is not limited to the necessary expertise, labor, and equipment to provide sport specific, industry accepted, turf maintenance practices and techniques to keep the turf in playable and safe condition. ASA shall mow the turf at their respective complexes throughout their playing seasons. ASA may be required at the request of the Parks and Recreation Director or designee to mow playing turf during scheduled seasonal play. This does not preclude the use of turf areas by other organizations if approved by the Parks and Recreation Director or designee. Any necessary maintenance performed by city employees shall result in fees paid by ASA based on Twenty Dollars and Zero Cents (\$20.00) per man hour, and the cost of supplies. ASA is responsible for any such

city expense and the total amount shall be deducted from the ASA security deposit, and any outstanding amount shall be billed.

The ASA is responsible for the following:

- correcting hazardous conditions related to the ASA's activities.
- expense and labor required on fields, watering, placement of bases, chalking foul/boundary lines, dragging infields, and screening.
- furnish and maintain their own equipment, materials, and supplies for operating their games and events (i.e., starting blocks, bases, soccer goals, public address systems, nets)
- proper maintenance of the dirt infield areas year-round at their respective athletic complexes.
- remove trash debris and litter from dugouts, around concession stands, playing fields, facilities/buildings, parking areas, and common areas and deposit same in dumpsters on park grounds
- Store all equipment or materials needed to operate in locked storage room(s) or receptacle(s) placed in a City-approved location.

The ASA is also responsible for, and shall pay for specific sports requirements including, but not limited to, watering, placement of bases, chalking foul/boundary lines, dragging infields, and screening.

Any other item requiring maintenance must be communicated to park maintenance personnel and the work will be entered into the City work order system.

3. The City shall provide field lights for ASA's scheduled activities. If ASA activities end early and prior to the scheduled time, ASA shall contact the Parks and Recreation Director, or designee, to advise that the lights may be turned off.

The City shall be responsible for any chemical applications, including insecticide and herbicide applications. Regulated chemicals must be applied by a licensed applicator and the City will provide notice to the ASA one week prior to chemical application.

4. **MONITORING REQUIREMENTS:**

ASA shall not leave trash/recycling containers full or overflowing during and after their activities. All ASAs, organizations and individuals shall make every effort to monitor and clean the facilities, buildings, parking areas and common areas for trash, debris and litter associated with their activities. All trash, debris and litter shall be deposited in the trash receptacles or dumpsters on the park grounds. Please see Section C regarding Maintenance obligations.

5. **ENHANCEMENTS:**

Requests for improvements and enhancements (funded by ASA) to fields or facilities must be submitted in writing to the Parks and Recreation Director or designee at least thirty (30) days prior to the desired date of installation or improvement. No facility or property modifications or

improvements may occur without written authorization from the City. improvements may require Council action and must meet the City's inspection codes and ordinance requirements. Improvements and enhancements may include, but are not limited to, enlarging ball fields, establishing new fields, cutting trees, extra landscaping, modifying irrigation systems, constructing buildings, and installing scoreboards, bleachers, netting and batting cages.

The ASA shall be responsible for the maintenance and upkeep of any approved improvements and enhancements to property or facilities. All improvements to fields and facilities shall become the property of the City. Nothing in this Agreement shall be construed as a grant of ownership rights to the ASA. All ownership and property rights remain with the City, and City retains the right to remove such property improvements or enhancements.

D. EMERGENCIES AND ACCIDENTS:

ASA, organizations, and individuals shall report all accidents that require medical attention by health care professionals. Accidents involving the condition or maintenance of facilities should be reported to the Parks and Recreation office at the beginning of the first business day following the accident. After hour emergencies involving immediate maintenance of the facility shall be reported immediately by contacting the Angleton Police Department at (979) 849-2383.

E. CAPITAL IMPROVEMENT PROJECTS:

If ASA desires the City to consider funding specific capital improvement projects, ASA shall submit in writing a detailed description of the type of project for consideration (i.e., scoreboards, bleachers, or similar improvements). Written requests shall be submitted to the Parks and Recreation Director by February 1 of each year to be reviewed and approved by the Parks Board for consideration in the budget. The City's fiscal year runs from October 1 to September 30. Approval of projects is based on priority, need, and available funding.

F. TERMINATION CLAUSE:

ASA may terminate their relationship with the City of Angleton and terminate this agreement with at least ten (10) days written notice sent to the Parks and Recreation Director. Voluntary termination shall constitute a written letter of intent sent to the Parks and Recreation Director from the ASA. Upon such notification, the Parks and Recreation Director or designee shall conduct a walk-through inspection of the park premises and structures for damage prior to issuing any refund of deposited funds. If the City terminates the agreement for the breach of the terms of this agreement the ASA shall be subject to loss of park use privileges, including possible total termination as a recognized ASA and forfeiture of any refundable deposit paid by the ASA. In the event of such an involuntary termination, the Parks and Recreation Director shall provide written notice to the ASA listing all violations and allow the ASA to achieve compliance. City will provide five (5) business days to correct any violations.

G. INDEMNIFICATION:

THE ASA SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, DIRECTORS, REPRESENTATIVES, AND AGENTS FROM LIABILITY FOR ANY AND ALL CLAIMS, LOSS, DAMAGES, DEMANDS, INJURY, COST, EXPENSE, CLAIM, OR JUDGEMENT, FOR CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING BUT NOT LIMITED TO WRONGFUL DEATH, BODILY INJURY, AND PROPERTY DAMAGE ARISING FROM THE WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE OR GROSS) ACTS OR OMISSIONS OF THE ASA, ITS AGENTS OR EMPLOYEES OR CAUSED BY OR ALLEGED TO BE CAUSED BY OR ARISING OUT OF OR ALLEGED TO ARISE OUT OF THE WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE OR GROSS) ACTS OR OMISSIONS OF THE ASA IN CONNECTION WITH THIS AGREEMENT OR THE ACTIVITIES TO TAKE PLACE AT THE FIELDS/FACILITIES.

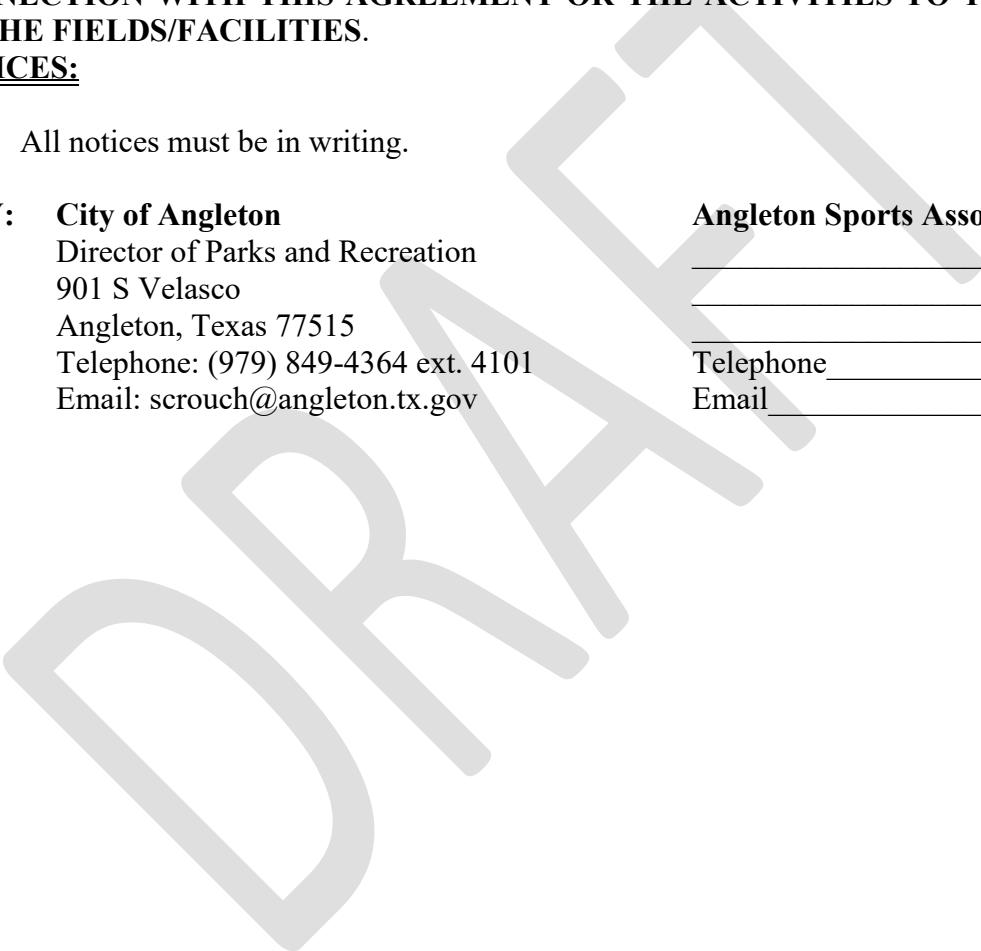
NOTICES:

All notices must be in writing.

CITY: City of Angleton
Director of Parks and Recreation
901 S Velasco
Angleton, Texas 77515
Telephone: (979) 849-4364 ext. 4101
Email: scrouch@angleton.tx.gov

Angleton Sports Association:

Telephone _____
Email _____



THE CITY OF ANGLETON WILL NOT BE HELD LIABLE AND WILL BE HELD HARMLESS FOR ANY CONTENTS OWNED AND STORED BY ANY ASA IN ANY BUILDING PERTAINING, BUT NOT LIMITED TO, THEFT, VANDALISM, STORM DAMAGE OR ANY ACT CAUSING DAMAGE OR DESTRUCTION OF ASA OWNED CONTENTS.

STORAGE OF CONTENTS BY ANY ASA IS AT THE RISK AND FINANCIAL OBLIGATION FOR REPAIR OR REPLACEMENT OF CONTENTS BY THE ASA.

IF THE CITY OF ANGLETON DETERMINES THE STORAGE BUILDING NEEDS TO BE REMOVED OR TORN DOWN FOR ANY REASON, THE CITY WILL GIVE ASA FORTY- FIVE (45) DAYS TO RELOCATE THEIR STORAGE CONTENTS SOLELY AT THE EXPENSE OF ASA.

Signature of Acknowledgement

ASA Organization

Fax

CITY OF ANGLETON, TEXAS

ANGLETON SPORTS ASSOCIATIONS:

Chris Whittaker, City Manager,
cwhittaker@angleton.tx.us

Print Name: _____

Print Title: _____

Date Signed: _____

Date Signed: _____

Attest:

Michelle Perez,
City Secretary

Appendix A

CITY OF ANGLETON PARKS & RECREATION

Fee Schedule

HOURLY RENTALS

- Twenty dollars and zero cents (\$20.00) per hour per field with lights.
- Fifteen dollars and zero cents (\$15.00) per hour per field without lights.
- Twenty dollars and zero cents (\$20.00) per hour per field for renters who fail to clean space of litter to satisfaction of the Parks and Recreation Department.

TOURNAMENTS

- Ten dollars and zero cents (\$10.00) per team, per tournament for organizations with a co-sponsorship agreement with the City of Angleton Parks and Recreation Department.
- Two hundred dollars and zero cents (\$200.00) per tournament per day without lights for organizations without a co-sponsorship agreement with the City of Angleton Parks and Recreation Department.
- Two hundred fifty dollars and zero cents (\$250.00) per tournament per day with lights for organizations without a co-sponsorship agreement with the City of Angleton Parks and Recreation Department.
- A non-refundable deposit of one hundred dollars and zero cents (\$100.00) is required and should the city incur additional costs the entity or individual that pays the deposit shall be responsible.

Appendix B

CITY OF ANGLETON PARKS & RECREATION

Athletic Complex Maintenance Standards

Angleton Athletic Complexes will be maintained to meet the safety and playability requirements required by field usage. The City reserves the right to cancel or postpone any activity on any sports field, which is not safe condition due to vandalism, over-use, or weather.

I. SPECIFICATIONS

Weekly maintenance visits will include but not be limited to mowing, trimming, weeding, and landscape maintenance listed in this packet. The following specifications describe all operations required for the proper maintenance of the site.

II. LOCATION OF SERVICES

The locations listed below will be maintained to a condition that is safe for the type of sport to be played on that field.

Freedom Park – 3105 N Downing St, Angleton, TX 77515

BG Peck Soccer Complex – 709 Kelly Blvd, Angleton, TX 77515

Bates Park – 700 Bates, Park Rd, Angleton, TX 77515

III. WEEKLY MAINTENANCE VISITS

CLEANUP PROCEDURES

The Athletic Sports Associations (ASA) under contract with the City of Angleton will be responsible for litter, trash and other debris when they have fields leased (including all their practices, games and tournaments).

- All locations shall be kept free of litter, trash, and other debris. Collected litter, trash, and debris shall be placed in trash receptacles located throughout the site and shall be placed in the dumpster onsite minimally once a week.
- No landscape waste nor hazardous materials shall be placed in the dumpster or trash receptacles. Trash too large to be moved safely prior to mowing should be reported to the City for a scheduled removal.
- Grass, dirt and debris should be blown or swept from sidewalks and cement parking areas.
- Maintenance staff shall notify the Park Superintendent of any debris or any other situation(s) that create a Hazardous Condition and any noticeable deficiencies or repairs that need to be made so repairs can be made immediately. (I.E. Vandalism to grounds; broken sidewalks, handrails, or benches; large holes or tripping hazards; fallen trees or broken limbs; etc.).

MOWING

- Mowing shall be done weekly (weather permitting) to correspond with weekly games and other activities.
- Baseball and Softball field turf will be maintained at 2 inches throughout the growing season.
- Soccer and Football field turf shall be maintained at 2 ½ inches throughout the growing period.
- No grass height should ever be allowed to get over 5 inches tall.
- All areas adjacent to turf (pavement, path, landscape bed, water, etc.) shall be free from clippings immediately following mowing. All clippings inadvertently deposited or blown onto or into adjacent areas shall be promptly removed.

- Any grass clippings or other plant debris remaining on the grass surface, adjacent walks, d gutters and curbs or other surfaces concrete/asphalt surfaces shall be removed the same day as the mowing service is performed.
- Mowing shall not take place under wet conditions.
- If for some reason such as excessive rain or some other unforeseen problem, accumulations of grass may occur. Piles of grass should be removed by maintenance staff as to not disrupt game play or practices.
- Mowing equipment shall be appropriately sized to maintain the turf efficiently and without injury to turf, trees, shrubs, groundcovers, structures, site fixtures, and parked vehicles.
- The ASA shall be responsible for damage caused by mowing activities and shall promptly repair or replace any damage to site features.
- Mowing equipment shall always be properly maintained and operated.
- Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting.
- The ASA will move soccer goals as needed to mow areas without removing attachments. Once mowing is completed, the goals will be returned to their proper position and the attachments to secure the goals. Goals should be inspected for integrity after placement to ensure the goals don't move to tip over and injure players.

TRIMMING/EDGING

- Line trimming shall be used to maintain all turf areas inaccessible to mowing equipment, including but not limited to, areas along walks, curbs, bed edges, lights, bollards, fences (caution adjacent to vinyl chain link), etc. The ASA shall promptly repair or replace any damage to worksite features, including plants, caused by improper line trimming.
- All trimming and edging will be done concurrently (same day) with each mowing cycle and grass blades shall be neat and clean, providing a clear zone free of scalping, rutting, bruising, uneven or rough cutting.
- All vines growing along or on fences shall be removed unless specified by Parks Superintendent that they are to remain in a specific area.
- The ASA shall be responsible for the elimination of grass and weeds in cracks and joints inside the batting cage, warmup areas, and along the exterior. At no time shall there be any visible weeds left to die.
- The ASA shall notify the Parks Superintendent of any damage, repairs or any other situation(s) that creates a Hazardous Condition.

IV. SEASONAL MAINTENANCE

The City will provide all pesticides and selective herbicides.

AERATION AND TOPDRESSING ATHLETIC FIELDS

- Aeration and Topdressing should be done by ASA to provide proper air and water exchange for maximum growth potential and health of the grass and shall be performed as follows:
 - Aeration: Aerification will assist in relieving compaction caused by constant use of the fields and will allow for better sunlight penetration and air circulation throughout the soil and root zone. Aeration shall be done on all playing fields at least 2 times per year.
 - Topdressing: Soil used as topdressing material is to be consistent with existing soil texture where it is to be applied to fill noticeable depressions or holes and assist in leveling of the athletic fields as needed each year.

WEED & PEST CONTROL & HERBICIDE APPLICATIONS

- The City shall apply various herbicides and pesticides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All City staff will be properly trained by a person with a valid herbicide application license as issued by the State of Texas to ensure it is done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations.
- Weed control shall be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, curbs, parking lots, around trees, fences, in expansion joints, goals, etc. At no time shall there be any visible weeds left to die in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks and parking lots/areas, or fences. If herbicides are used, weeds are not to be left, to-die or dead, in mulched areas or flower beds, creating an unsightly appearance.
- Full weed control application required to eliminate weeds – the City shall apply 1-3 pre-emergent applications and a post emergent application as needed per calendar year on athletic fields.
- The City shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored as soon as possible so not to disrupt play.
- After each chemical application, if applicable, the City must place the appropriate signs on the fields and shall be removed in accordance with the chemical products' recommended standards.
- The City shall maintain records of all pesticide and herbicide usage on a "Herbicide/Pesticide" form. This form shall be filled out as fertilizing operations are performed stating dates, times, methods of applications, chemical formulations, applicators name and weather conditions.
- The City shall keep original forms on file.
- The City will provided MSDS (material safety data sheets) for all products used on the fields.
- Only those pesticides that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq, and any regulations issued thereunder will be used. Any treatment that may damage any portion of grounds shall be performed in accordance with federal and state regulations.
- Insecticides will be applied as necessary to control turf damage insects and ants.
- The City staff shall perform at least 2 insecticide treatments to control turf damaging insects and fire ants per calendar year.

FERTILIZER

- The ASA shall apply fertilizer on playing fields two (2) times per year.
- The ASA shall schedule fertilization with the Parks Superintendent at least one (1) week in advance to ensure there are no activities scheduled on the fields.
- The ASA shall maintain records of fertilizer usage on a "Fertilizer Applicators Record" form. This form shall be filled out as fertilizing operations are performed stating dates, times, methods of applications, chemical formulations, applicators name and weather conditions.
- The ASA shall give original forms to Parks Superintendent to keep on file.
- The ASA may need to apply additional fertilization in some areas during the year to control weed growth and/or promote the health of the Turf.

V. EQUIPMENT MAINTENANCE

IRRIGATION SYSTEM

- All improved and existing areas shall receive sufficient amounts of water, as necessary to present a uniform green color without browning or barren areas resulting from lack of water.
- The ASA shall be responsible for the management and operation of all systems at each Park throughout the year in accordance with league or rental schedules.

- Quarterly inspections shall be completed to determine what repairs are required at each site and bring each Irrigation System to full operation. This assessment will provide a detailed breakdown by site of the repair work required.
- The ASA shall ensure that the Irrigation Systems are always maintained in good working order and operating condition and notify the Parks Superintendent if a contractor should be called for any repairs needed, they are not able to perform.
- The ASA will maintain the rain delay system in working so that sprinklers do not continue to operate during periods of heavy rain and delay the ability of players to resume normal play.

VI. INCLUSIONS

REPAIR OF DAMAGED AREAS - Areas damaged by ASA vehicles, erosion, drought or pest(s)/disease(s) shall be seeded, sprigged, or sodded to meet the standards of surrounding areas. Other vegetation areas shall be repaired to match the surrounding area, if damaged.

EMERGENCY AND SPECIAL SERVICES - Upon notification by the Parks Superintendent the City shall perform emergency or special grounds maintenance required.

VII. ADDITIONAL SERVICES UPON REQUEST

To ensure the athletic fields remain safe and playable additional services may be added to the maintenance schedule or contracted out. These services can include but are not limited:

- Tree Pruning
- Replace: bases, home plates, pitcher's rubbers, anchors, foul ball nets, etc.
- Fence repair
- Repairing or repacking pitching mounds
- Repair skinned areas of ruts, holes, bowled out areas
- Replace damaged turf areas as necessary
- Application of infield mix to baseball, softball skinned areas
- Overseeding fields when less than 10% or more of field is without turf cover
- In-field Lip Reduction
- Repair of all skinned areas including home plate/batter's box, pitcher's mounds, base paths and warning tracks

FREEDOM PARK 3105 N Downing St, Angleton, TX 77515	
FERTILIZER PROGRAM FOR FREEDOM PARK FIELDS	
Weed & Broadleaf Control	TRIMEC SOUTHERN @ 1 qt/per acre
Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)
Insecticide	BIFEN I/T AT FULL RATE
Fertilizer	16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE
2 nd Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)
2 nd Fertilization	16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE
3 rd Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)

ATHLETIC COMPLEX MAINTENANCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	DAILY	WEEKLY	MONTHLY	QUARTERLY	BI-ANNUAL	ANNUALLY	AS NEEDED
Mowing	x	x	x	x	x	x	x	x	x	x	x	x		x					
Edging/Trimming	x	x	x	x	x	x	x	x	x	x	x	x		x					
Weed & Broadleaf Control		x																x	
Pre-Emergent		x																x	
Insecticide			x						x								x		
Fertilizer				x														x	
2 nd Pre-Emergent						x												x	
2 nd Fertilization								x										x	
3 rd Pre-Emergent										x									x
Top dressing																			x
Aerate Infields																	x		
Aerate Outfields																	x		

FREEDOM PARK | 3105 N Downing St, Angleton, TX 77515

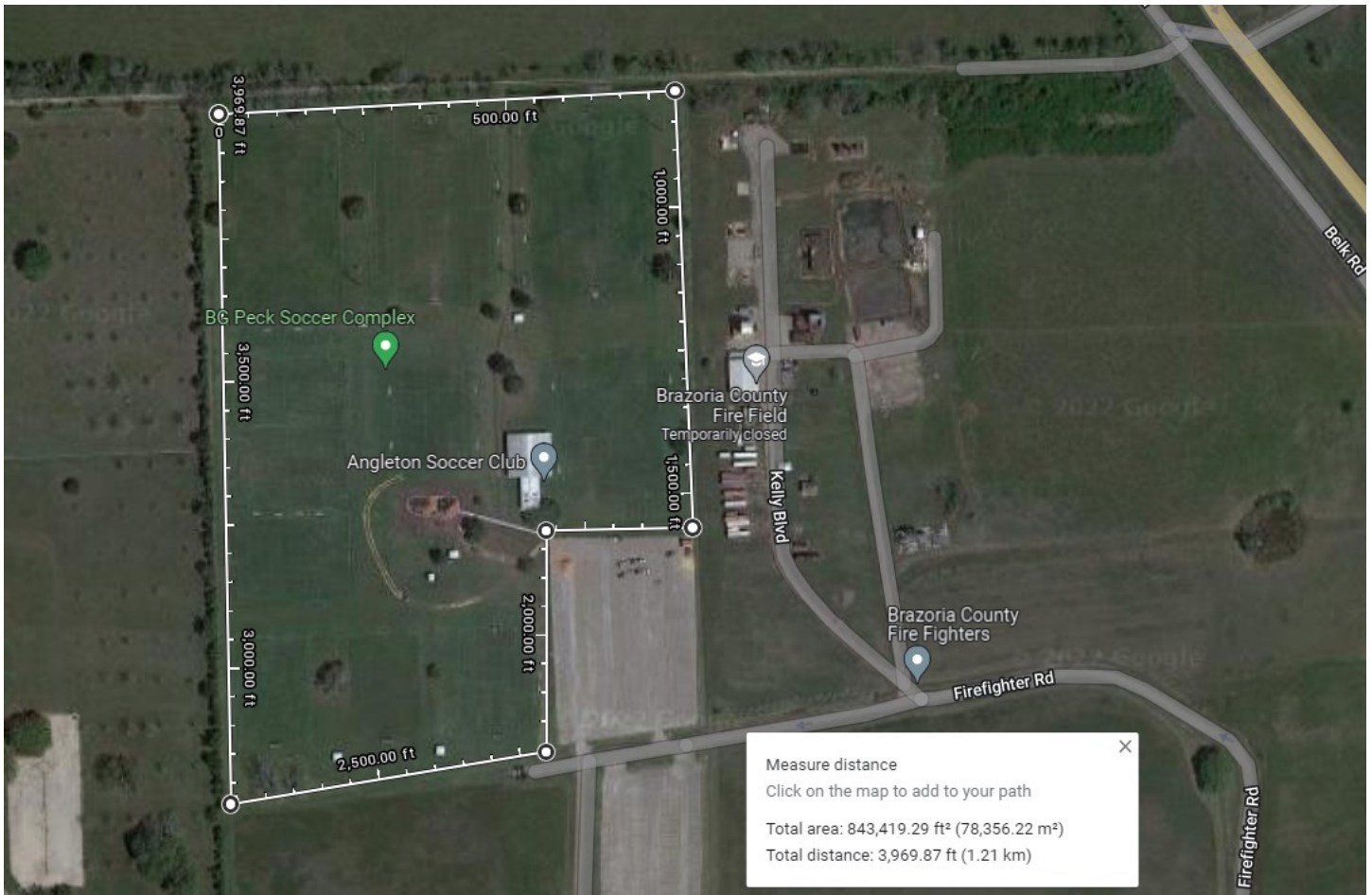


BG PECK SOCCER COMPLEX | 709 Kelly Blvd, Angleton, TX 77515

FERTILIZER PROGRAM FOR BG PECK SOCCER COMPLEX

Weed & Broadleaf Control	TRIMEC SOUTHERN @ 1 qt/per acre
Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)
Insecticide	BIFEN I/T AT FULL RATE
Fertilizer	16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE
2 nd Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)
2 nd Fertilization	16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE
3 rd Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)

ATHLETIC COMPLEX MAINTENANCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	DAILY	WEEKLY	MONTHLY	QUARTERLY	BI-ANNUAL	ANNUALLY	AS NEEDED
Mowing	x	x	x	x	x	x	x	x	x	x	x	x		x					
Edging/Trimming	x	x	x	x	x	x	x	x	x	x	x	x		x					
Weed & Broadleaf Control		x																x	
Pre-Emergent		x																x	
Insecticide			x						x								x		
Fertilizer				x														x	
2 nd Pre-Emergent						x												x	
2 nd Fertilization								x										x	
3 rd Pre-Emergent										x									x
Top dressing																			x
Aerate Infields																	x		
Aerate Outfields																	x		



BATES PARK | 700 Bates, Park Rd, Angleton, TX 77515

FERTILIZER PROGRAM FOR BATES PARK

Weed & Broadleaf Control	TRIMEC SOUTHERN @ 1 qt/per acre
Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)
Insecticide	BIFEN I/T AT FULL RATE
Fertilizer	16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE
2 nd Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)
2 nd Fertilization	16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE
3 rd Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)

ATHLETIC COMPLEX MAINTENANCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	DAILY	WEEKLY	MONTHLY	QUARTERLY	BI-ANNUAL	ANNUALLY	AS NEEDED
Mowing	x	x	x	x	x	x	x	x	x	x	x	x		x					
Edging/Trimming	x	x	x	x	x	x	x	x	x	x	x	x		x					
Weed & Broadleaf Control		x																x	
Pre-Emergent		x																x	
Insecticide			x						x								x		
Fertilizer				x														x	
2 nd Pre-Emergent						x												x	
2 nd Fertilization								x										x	
3 rd Pre-Emergent										x									x
Top dressing																			x
Aerate Infields																	x		
Aerate Outfields																	x		



Megan Mainer

From: Megan Mainer
Sent: Tuesday, October 31, 2023 7:30 AM
To: Dustin Mercado
Cc: PAR Leadership Team
Subject: RE: [EXTERNAL] Re: 2024 ASA Annual Agreement Draft

Thank you for your immediate attention; our department truly appreciates your continued support and partnership.

Megan Mainer
Director of Parks & Recreation
979-849-4364 ext. 4101
www.angleton.tx.us
City of Angleton
901 S. Velasco
Angleton, TX 77515



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

From: Dustin Mercado <president@angletonsc.org>
Sent: Monday, October 30, 2023 10:04 PM
To: Megan Mainer <mmainer@angleton.tx.us>
Cc: PAR Leadership Team <PARLeadershipTeam@angleton.tx.us>
Subject: [EXTERNAL] Re: 2024 ASA Annual Agreement Draft

Megan, Thank you for the list of changes. The new draft looks good.

Regards,

Dustin Mercado
ASC President
979-264-9418

On Mon, Oct 30, 2023, 5:13 PM Megan Mainer <mmainer@angleton.tx.us> wrote:

Good Afternoon All,

Attached is a draft of the 2024 ASA agreement for your review. Please send any comments you have by November 17; we will include them in the agenda summary for the Parks & Recreation Board meeting scheduled for Monday, December 11 at 5:30pm and we welcome you to attend as well as sign up to speak if you'd like to address the Board when we discuss the agenda item. Also, once it goes to the Parks &

Recreation Board, we will take it to City Council for final approval and execution, tentatively scheduled for Tuesday, January 9, 2024.

Below is a brief listing of changes to the agreement:

- We removed the required non-profit status – this is up to each organization to maintain per affiliate/sanctioning organization guidelines (e.g USA softball, etc.)
- We removed the requirement of financial documents – however, the City retains the right to request these documents at any time; these are up to each organization to maintain per affiliate/sanctioning organization guidelines (e.g USA softball, etc.)
- All documents required as a condition of use of the fields (e.g. liability insurance, ASA Board of Directors, security deposit, bylaws, practice schedule, game schedule, and tournament schedule); meaning, if we do not have these items the ASA will not be permitted to use the fields
 - Also, if we do not have the practice schedule, game schedule, and tournament schedule; the city has the authority to rent the facility to the public
- The annual deposit was increased to \$2000 and will roll over year to year if not used; if it is used, the City will collect another deposit upon annual agreement renewal
- Appendix A outlines fees associated with daily and tournament rentals in addition to fees for tournaments per team (\$10/team) as outlined in the Angleton Code of Ordinances
- ASAs must designate at least one day a week for public rentals
- We adjusted background check information so that it was clear and direct with respect to what is and is not acceptable
- We will be changing the key lock system to a key code system to reduce costs for rekeying; recoding can be done upon request

Please don't hesitate to reach out to the Parks & Recreation Department if you have any questions.

Have a good evening,

Megan Mainer

Director of Parks & Recreation

979-849-4364 ext. 4101

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City of Angleton

901 S. Velasco

Angleton, TX 77515



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Megan Mainer

From: Megan Mainer
Sent: Monday, November 27, 2023 11:22 AM
To: Angleton Little League President
Cc: PAR Leadership Team
Subject: RE: [EXTERNAL] Re: 2024 ASA Annual Agreement Draft

Morning Robert,

I'm back in the office and wanted to see when you might be able to meet this week to discuss the ASA agreement. Let Stewart and I know your availability. Wednesday morning is pretty open for me. I'm out of the office on Friday.

Megan Mainer

Director of Parks & Recreation
 979-849-4364 ext. 4101
www.angleton.tx.us
 City of Angleton
 901 S. Velasco
 Angleton, TX 77515



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From: Angleton Little League President <angletonlittleleague.president@gmail.com>
Sent: Monday, November 13, 2023 2:29 PM
To: Megan Mainer <mmainer@angleton.tx.us>
Cc: PAR Leadership Team <PARLeadershipTeam@angleton.tx.us>
Subject: Re: [EXTERNAL] Re: 2024 ASA Annual Agreement Draft

That works for me. I will reach out to you after the 27th

On Mon, Nov 13, 2023 at 1:44 PM Megan Mainer <mmainer@angleton.tx.us> wrote:

Robert,

Absolutely, I think that's a great idea for it to be a discussion item so we can get clear direction from the Parks & Recreation Board and City Council on how they'd like to proceed as well as give each association an opportunity to convey their thoughts and preferences.

No sir, the only agreement we're pursuing at Freedom Park at this time is with Angleton Little League.

I'll be out of the office through November 26 after today so my preference would be to meet upon my return the week of November 27 if that works for you.

Megan Mainer

Director of Parks & Recreation

979-849-4364 ext. 4101

www.angleton.tx.us

City of Angleton

901 S. Velasco

Angleton, TX 77515



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From: Angleton Little League President <angletonlittleleague.president@gmail.com>
Sent: Monday, November 13, 2023 1:37 PM
To: Megan Mainer <mmainer@angleton.tx.us>
Cc: PAR Leadership Team <PARLeadershipTeam@angleton.tx.us>
Subject: Re: [EXTERNAL] Re: 2024 ASA Annual Agreement Draft

Thank you for the detailed explanation. I do believe we will need to address this with the board in regards to the postseason play. In regards to the Nonprofit issue I can see the point you are making as far as enforcing the nonprofit status. I would then ask if there is more than 1 agreement in place for freedom park? Let me know what you think a good time to meet is and I would be glad to sit and go over these items with you and Stewart so we are all on the same page prior to the board meeting.

Thank you for the quick response.

On Mon, Nov 13, 2023 at 10:01 AM Megan Mainer <mmainer@angleton.tx.us> wrote:

Good Morning Robert,

I've provided responses in blue below. Staff and legal counsel's aim with this year's agreement was to make the document align more closely with our code of ordinances.

Please do hesitate to reach out with additional questions if you have any.

Thank you,

Megan Mainer

Director of Parks & Recreation

979-849-4364 ext. 4101

www.angleton.tx.us

City of Angleton

901 S. Velasco

Angleton, TX 77515



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.

From: Angleton Little League President <angletonlittleleague.president@gmail.com>
Sent: Saturday, November 11, 2023 5:14 PM
To: Megan Mainer <mmainer@angleton.tx.us>
Subject: [EXTERNAL] Re: 2024 ASA Annual Agreement Draft

Megan can you shed some light on the below items in red?

Below is a brief listing of changes to the agreement:

- We removed the required non-profit status – this is up to each organization to maintain per affiliate/sanctioning organization guidelines (e.g USA softball, etc.) **Why is this being removed? What value does this provide the parks department or the city? In my opinion the only groups that should be allowed to enter into this agreement with the city should be a nonprofit organization. Why would the city allow for a "for profit" organization esantly free access to the field? Is there a particular group that is not a nonprofit that has or is asking for an agreement with the city?** Non-profit status is not currently a requirement outlined in our code of ordinances. Staff believes the city has noted this requirement in past agreements because most organizations were affiliated with another organization like USA Softball, USA Baseball, etc. These organization do require that local organizations be a non-profit organization. We've run into situations where groups who we have agreements with have not maintained their non-profit status. This is not a requirement by ordinance we should be managing or enforcing. Ultimately, an organizations non-profit status is something the sanctioning organization should be addressing/managing with all local youth sport organizations. We do have other contract programming that could be offered as a benefit to the community. For instance, we just recently completed a collaborative renovation of the AISD tennis courts on Downing. In our interlocal agreement with AISD, they have agreed to allow us to use this facility as a place to offer tennis camps, lessons, tournaments, etc. through an independent contractor. I do not anticipate outside entities requesting a facility use agreement for profit, but if they do, it must be implemented in a way that would not conflict with current offerings.
- We removed the requirement of financial documents – however, the City retains the right to request these documents at any time; these are up to each organization to maintain per affiliate/sanctioning organization guidelines (e.g USA softball, etc.)
- All documents required as a condition of use of the fields (e.g. liability insurance, ASA Board of Directors, security deposit, bylaws, practice schedule, game schedule, and tournament schedule); meaning, if we do not have these items the ASA will not be permitted to use the fields
 - Also, if we do not have the practice schedule, game schedule, and tournament schedule; the city has the authority to rent the facility to the public
- The annual deposit was increased to \$2000 and will roll over year to year if not used; if it is used, the City will collect another deposit upon annual agreement renewal
- Appendix A outlines fees associated with daily and tournament rentals in addition to fees for tournaments per team (\$10/team) as outlined in the Angleton Code of Ordinances **when you say tournaments would this include Little League postseason all star play and Tournaments? Angleton little league receives no funds from these types of tournaments.** I would say any tournaments hosted by ALL, or organization with a co-sponsorship agreement. If they are not hosted by ALL/without a co-sponsorship agreement, the organization would have to follow the fee schedule outlined in Appendix A, Tournaments, and the last three bullets. I don't believe we have ever enforced this fee that is outlined in our code of ordinances, so this may be a good question to bring up with the Parks &

Recreation Board and City Council. If we need to discuss this in more detail so we better understand the function of the Little League postseason all-star play and tournaments, let Stewart and I know. Whatever we establish in the agreement is what we will follow. Here is the specific ordinance language I'm reading:

Sec. 17-45. - User fees and obligations.

a. The members of each athletic team using any city park for league play will sign a co-sponsorship agreement with the City of Angleton Parks and Recreation Department. Agreements will be signed prior to marketing distribution and prior to registration. Co-sponsorship agreements are valid for one season only and must be renewed every season unless an annual contract has been approved by city council. This agreement includes tournaments that are included in the schedule under subsection (f) and that involve only teams in the league.

(f) Each league shall submit a schedule of field use to the parks and recreation director at least two weeks prior to the first game of the season. The schedule shall include all games, practices and tournaments for the entire season. Leagues that have submitted their schedules and paid the fees hereunder shall have first priority for field use during the season. The schedules shall be submitted for approval to the city parks and recreation board, which will resolve conflicts in schedules. If a schedule is submitted after the two-week deadline, consideration will be denied and agreement void.

Here is a link to the ordinance:

https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH17PARE_ARTII_IUSPUPA_S17-45USFEOB

- ASAs must designate at least one day a week for public rentals
- We adjusted background check information so that it was clear and direct with respect to what is and is not acceptable
- We will be changing the key lock system to a key code system to reduce costs for rekeying; recoding can be done upon request

On Mon, Oct 30, 2023 at 5:13 PM Megan Mainer <mmainer@angleton.tx.us> wrote:

Good Afternoon All,

Attached is a draft of the 2024 ASA agreement for your review. Please send any comments you have by November 17; we will include them in the agenda summary for the Parks & Recreation Board meeting scheduled for Monday, December 11 at 5:30pm and we welcome you to attend as well as sign up to speak if you'd like to address the Board when we discuss the agenda item. Also, once it goes to the Parks & Recreation Board, we will take it to City Council for final approval and execution, tentatively scheduled for Tuesday, January 9, 2024.

Below is a brief listing of changes to the agreement:

- We removed the required non-profit status – this is up to each organization to maintain per affiliate/sanctioning organization guidelines (e.g USA softball, etc.)
- We removed the requirement of financial documents – however, the City retains the right to request these documents at any time; these are up to each organization to maintain per affiliate/sanctioning organization guidelines (e.g USA softball, etc.)
- All documents required as a condition of use of the fields (e.g. liability insurance, ASA Board of Directors, security deposit, bylaws, practice schedule, game schedule, and tournament schedule); meaning, if we do not have these items the ASA will not be permitted to use the fields
 - Also, if we do not have the practice schedule, game schedule, and tournament schedule; the city has the authority to rent the facility to the public
- The annual deposit was increased to \$2000 and will roll over year to year if not used; if it is used, the City will collect another deposit upon annual agreement renewal
- Appendix A outlines fees associated with daily and tournament rentals in addition to fees for tournaments per team (\$10/team) as outlined in the Angleton Code of Ordinances
- ASAs must designate at least one day a week for public rentals
- We adjusted background check information so that it was clear and direct with respect to what is and is not acceptable
- We will be changing the key lock system to a key code system to reduce costs for rekeying; recoding can be done upon request

Please don't hesitate to reach out to the Parks & Recreation Department if you have any questions.

Have a good evening,

Megan Mainer

Director of Parks & Recreation

979-849-4364 ext. 4101

www.angleton.tx.us

City of Angleton

901 S. Velasco

Angleton, TX 77515



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--

Sincerely,

Kevin Foerster

A.L.L. President

angletonlittleleague.president@gmail.com

angletonlittleleague@gmail.com

--

Sincerely,

Robert J Martin

A.L.L. President

angletonlittleleague.president@gmail.com

angletonlittleleague@gmail.com

--

Sincerely,

Robert J Martin
A.L.L. President
angletonlittleleague.president@gmail.com
angletonlittleleague@gmail.com

Megan Mainer

From: Megan Mainer
Sent: Monday, November 27, 2023 3:47 PM
To: Stefaney Reynolds; Todd Patterson; guzmantano@yahoo.com
Cc: PAR Leadership Team
Subject: RE: [EXTERNAL] Re: 2024 ASA Annual Agreement Draft

Good Afternoon Stefaney & AGSA Board,

PARD has provided responses below in blue. Please let us know if you have any additional questions.

Also, we will include your input within the meeting agenda so the Parks & Recreation board and City Council are aware of AGSA's concerns. The proposed meeting schedule for the Parks & Recreation Board and City Council are as follows:

Parks & Recreation Board | December 11, 2023 | 5:30pm | 121 S Chenango
 City Council | January 9, 2024 | 6pm | 121 S Chenango

Megan Mainer
 Director of Parks & Recreation
 979-849-4364 ext. 4101
www.angleton.tx.us
 City of Angleton
 901 S. Velasco
 Angleton, TX 77515



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From: Stefaney Reynolds <stefaneyreynolds@gmail.com>
Sent: Thursday, November 16, 2023 12:24 PM
To: Megan Mainer <mmainer@angleton.tx.us>
Subject: [EXTERNAL] Re: 2024 ASA Annual Agreement Draft

Good morning, we have reviewed the new ASA agreement as a board. We have a few questions.

Can you provide us with an updated Angleton Code of Ordinance?
https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH17PARE

What day are we expected to designate for public rentals? *The City does not have an expectation on days designated for public rentals; this will be up to the ASA. We would request that it be incorporated into the ASA schedule.*

Appendix A- questions and concerns

How will the city utilize the money that is charged for the field rentals for tournaments? Funds go into the General Fund as revenue, so staff is not able to access these funds as an expenditure and does not determine how these funds are used (City Council determines this). During tournaments, AGSA has always taken full responsibility for clean-up, and maintenance of fields from start to completion of tournaments. Will these charges include these services by the city? No, the City will not address additional maintenance outside of what is listed in the agreement which includes cleaning the restrooms Monday, Wednesday and Friday of each week throughout the year including leading up to tournaments. Not all maintenance costs are covered by the association; the City budgets \$10K annually for AGSA, ALL, and ASC.

Why is AGSA expected to pay for fee our AGSA Road to State tournament and for hosting a USA Softball State Tournament? As stated before during tournaments, AGSA has always taken full responsibility for clean-up, restrooms, gas, chalk, and maintenance of fields from start to completion of tournaments. We do understand paying for the usage of lights, but to rent the whole facility when we maintain the fields and provide all materials for our tournaments is what we are having problems with understanding. The fee schedule outlined in Appendix A reflects the City's code of ordinances. I don't believe we have ever enforced this fee that is outlined in our code of ordinances, so this may be a good question to bring up with the Parks & Recreation Board and City Council. If tournaments are not hosted by AGSA/without a co-sponsorship agreement, the organization would have to follow the fee schedule outlined in Appendix A, Tournaments, and the last three bullets. Since AGSA hosts the AGSA Road to State tournament and USA Softball State Tournament, the organization would not be required to rent the fields but the \$10/team would still apply if that's what the Parks & Recreation Board and City Council approved. The field rental section is only regarding entities that do not have a co-sponsorship agreement. For example, if a select team (that does not have a co-sponsorship agreement with the City) wanted to host a tournament, they would be charged field rental fees. Historically, a scenario like this has not occurred in the last five years but we note it because it's listed in the City ordinances.

Concerns/comments-

Our tournaments help us pay for updated equipment, dirt, league expenses, etc. We are the lowest-charging league. We do this to make it affordable for parents. We have these two tournaments to help our overhead costs to keep the league going and be able to keep the park nicely kept as we do. Every year AGSA gives out scholarships to graduating high school students who have played with AGSA, we also give hardship scholarships for families that can not afford to play. We do not turn any player away that can't afford to play. Angleton holds the most league games due to our fields being the best-kept fields; this is a big compliment. Our city park is the best softball fields around, we go to other city parks and they are nowhere as well kept as ours. Bates Park is a beautiful place to play! We have made sure of this and teams/ leagues want to play on our fields. Due to this, we have to pay for more games/ more umpires. Our umpire fees have almost doubled in the past two years because we hold so many league games. This is a great thing but that means more money, we don't want to raise our registration fees so we have to make this money up another way, and holding two tournaments a year is the way we have been doing it. We also believe that holding these two big tournaments brings people and revenue to the great City of Angleton.

Thank you for listening to your questions, comments, and concerns.

Angleton Girls Softball Association Board

On Mon, Oct 30, 2023 at 5:13 PM Megan Mainer <mmainer@angleton.tx.us> wrote:

Good Afternoon All,

Attached is a draft of the 2024 ASA agreement for your review. Please send any comments you have by November 17; we will include them in the agenda summary for the Parks & Recreation Board meeting scheduled for Monday, December 11 at 5:30pm and we welcome you to attend as well as sign up to speak if

you'd like to address the Board when we discuss the agenda item. Also, once it goes to the Parks & Recreation Board, we will take it to City Council for final approval and execution, tentatively scheduled for Tuesday, January 9, 2024.

Below is a brief listing of changes to the agreement:

- We removed the required non-profit status – this is up to each organization to maintain per affiliate/sanctioning organization guidelines (e.g USA softball, etc.)
- We removed the requirement of financial documents – however, the City retains the right to request these documents at any time; these are up to each organization to maintain per affiliate/sanctioning organization guidelines (e.g USA softball, etc.)
- All documents required as a condition of use of the fields (e.g. liability insurance, ASA Board of Directors, security deposit, bylaws, practice schedule, game schedule, and tournament schedule); meaning, if we do not have these items the ASA will not be permitted to use the fields
 - Also, if we do not have the practice schedule, game schedule, and tournament schedule; the city has the authority to rent the facility to the public
- The annual deposit was increased to \$2000 and will roll over year to year if not used; if it is used, the City will collect another deposit upon annual agreement renewal
- Appendix A outlines fees associated with daily and tournament rentals in addition to fees for tournaments per team (\$10/team) as outlined in the Angleton Code of Ordinances
- ASAs must designate at least one day a week for public rentals
- We adjusted background check information so that it was clear and direct with respect to what is and is not acceptable
- We will be changing the key lock system to a key code system to reduce costs for rekeying; recoding can be done upon request

Please don't hesitate to reach out to the Parks & Recreation Department if you have any questions.

Have a good evening,

Megan Mainer

Director of Parks & Recreation

979-849-4364 ext. 4101

www.angleton.tx.us

City of Angleton

901 S. Velasco

Angleton, TX 77515

Item 2.



Please be advised that email correspondence may be subject to public release pursuant to the Texas Public Information Act.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/11/2023

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on Freedom Park Passive Area design and estimate of probable costs.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$0 **FUNDS REQUESTED:** \$0

FUND: TBD by ABLC

EXECUTIVE SUMMARY:

Design Development for Freedom Park Passive Area to be completed by Burditt Consultants was approved by the Angleton Better Living Corporation at the October 3, 2022 meeting. Burditt Consultants have completed 30% of the construction documents but need direction from the City regarding a path forward for the crossings at Rancho Ditch and the weir onsite.

Burditt Consultants have provided an opinion of probable costs at low, medium, and high investment. The lowest investment consists of boardwalk crossings for Ranch Ditch and the weir, the medium investment consists of a pre-fab bridge crossing Rancho Ditch and a boardwalk crossing at the weir, and the highest investment consists of pre-fab bridge crossings at Rancho Ditch and the weir.

Burditt Consultants recommends a pre-fab bridge at Rancho Ditch. This would allow for small maintenance vehicles to cross if needed and a wooden boardwalk at the weir. Consideration would be given to routing the maintenance vehicles to the weir and a metal grate at the pilot channel may be required.

Burditt Consultants can complete the construction documents once a decision is made.

PREFAB BRIDGE (CONTECH)

- 35 years rust free guarantee (Galvanized Bridges). 100+ year lifespan if maintained.
- 10-year limited warranty.
- Bridge is ready for shipment within 6-8 weeks of approved drawings.
- Custom applications like rail options, deck options, and finish options.
- Strong load-bearing capacity.
- High-quality standards
- Free Spans up to 250'

- +/- \$335 to +/- \$470 Square Foot (depending on free span distances)

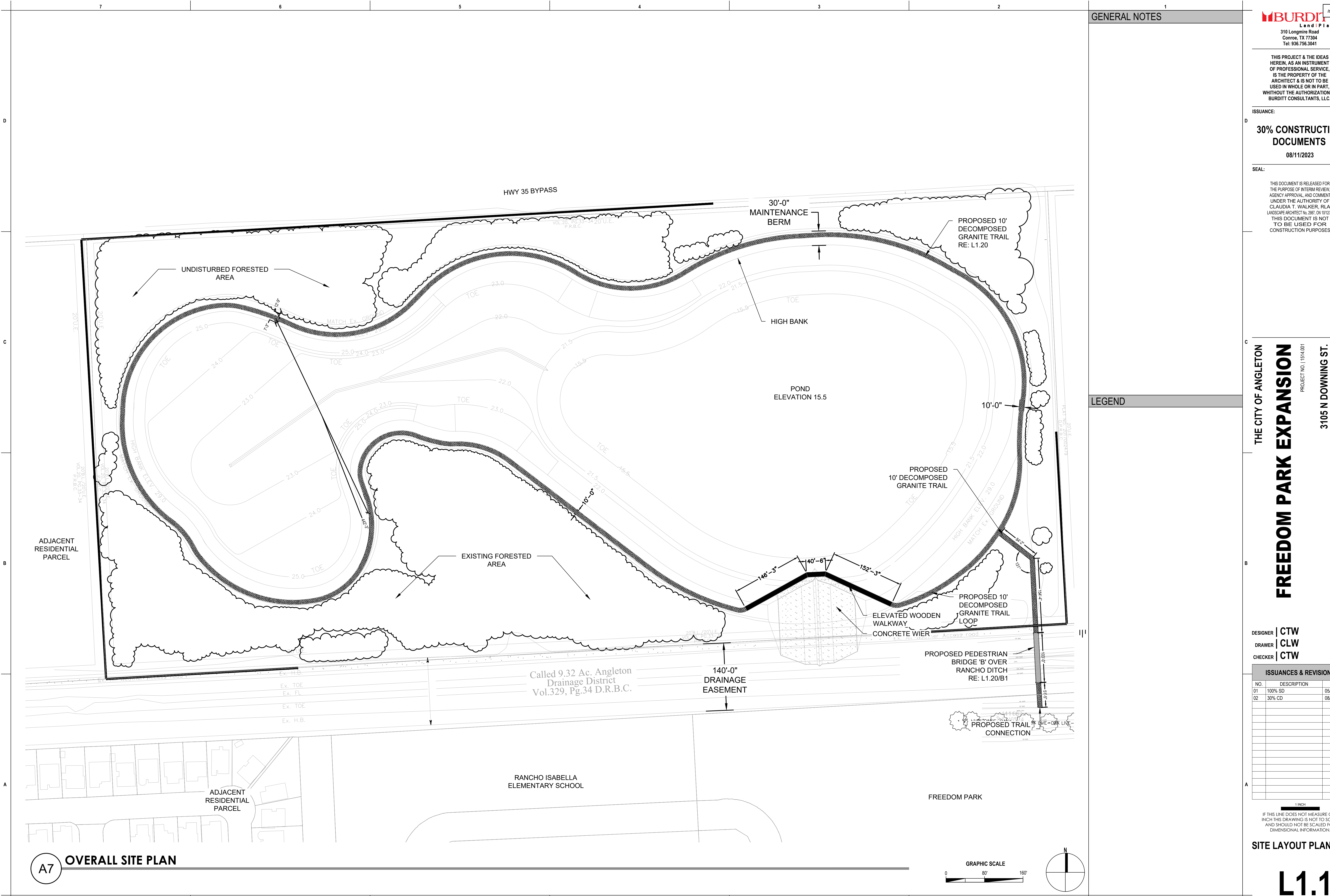
WOOD BRIDGE

- Typically, 25-50 years lifespan with regular maintenance.
- Minimal free span ability requires a longer span.
- On-site construction
- Fully customizable
- Pedestrian bearing capacity - no small vehicles
- +/- \$120 Square Foot

On November 13, 2023, the Angleton Better Living Corporation requested an updated estimate of probable costs if the weir crossing was installed at a later date creating an out-and-back path into the passive park area. A revised estimate of probable costs is included in the packet.

RECOMMENDATION:

Staff Recommends the Parks & Recreation provide a recommendation to the Angleton Better Living Corporation and City Council for the Freedom Park Passive Area design.



THIS PROJECT & THE IDEAS HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF THE ARCHITECT & IS NOT TO BE USED IN WHOLE OR IN PART, WITHOUT THE AUTHORIZATION OF BURDITT CONSULTANTS, L.L.C.

ISSUANCE:

30% CONSTRUCTION DOCUMENTS
 08/11/2023

SEAL:

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, AGENCY APPROVAL, AND COMMENT UNDER THE AUTHORITY OF CLAUDIA T. WALKER, P.L.A. LANDSCAPE ARCHITECT NO. 2897, ON 10/12/23. THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

LEGEND

THE CITY OF ANGLETON
FREEDOM PARK EXPANSION
 PROJECT NO. 11514.001
3105 N DOWNING ST.
 ANGLETON TX, 77515

DESIGNER | CTW
 DRAWER | CLW
 CHECKER | CTW

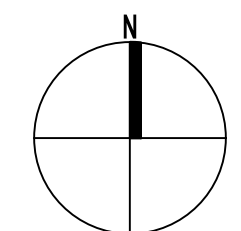
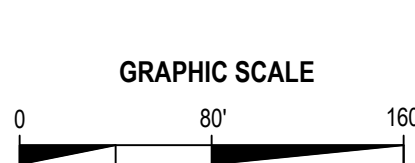
ISSUANCES & REVISIONS

NO.	DESCRIPTION	DATE
01	100% SD	05/26/2023
02	30% CD	08/10/2023

IF THIS LINE DOES NOT MEASURE ONE INCH THIS DRAWING IS NOT TO SCALE AND SHOULD NOT BE SCALED FOR DIMENSIONAL INFORMATION.

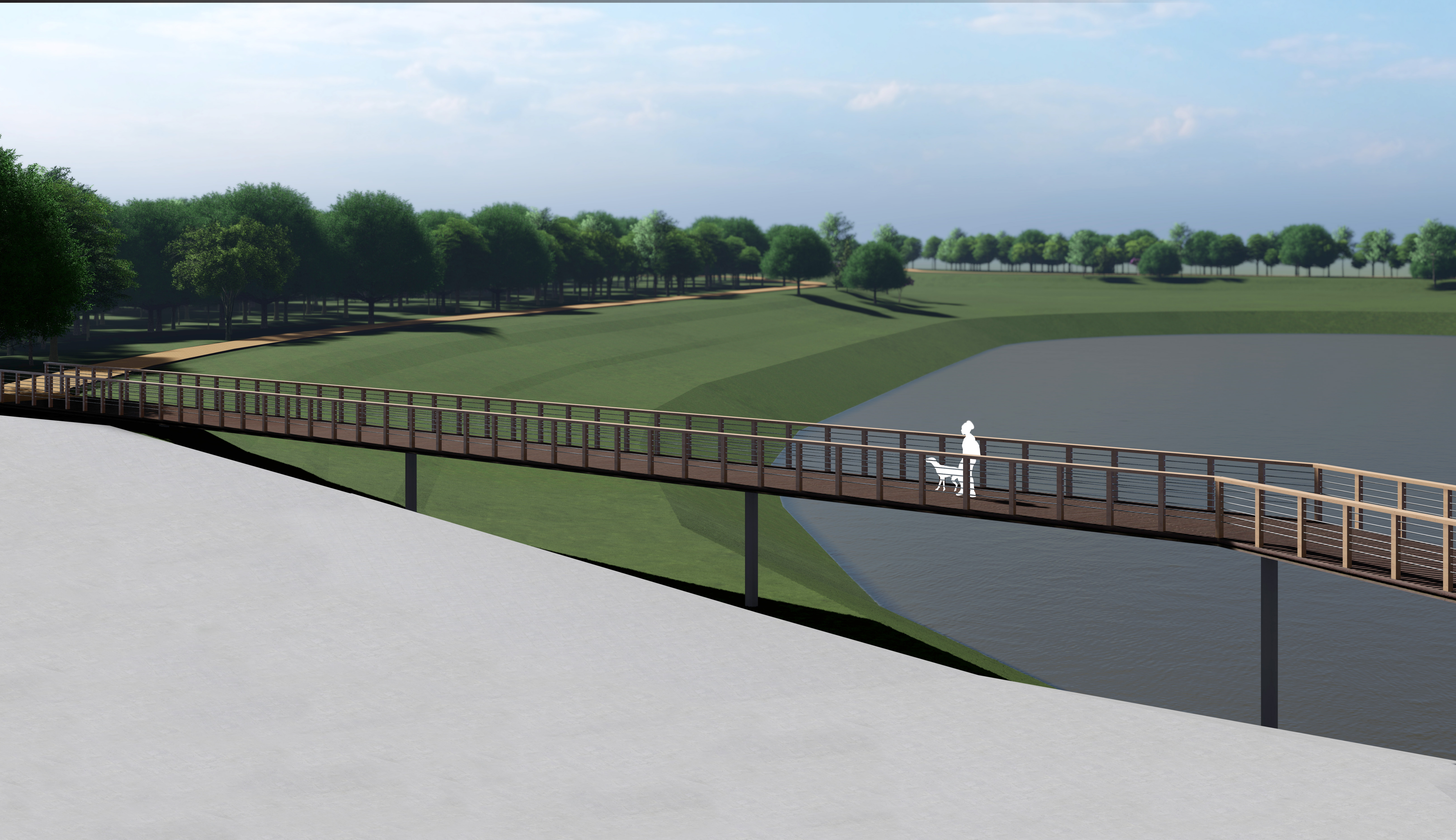
SITE LAYOUT PLAN

A7 OVERALL SITE PLAN



ANGLETON FREEDOM PARK

CONCEPT RENDERING



ANGLETON FREEDOM PARK

CONCEPT RENDERING



Item 3.

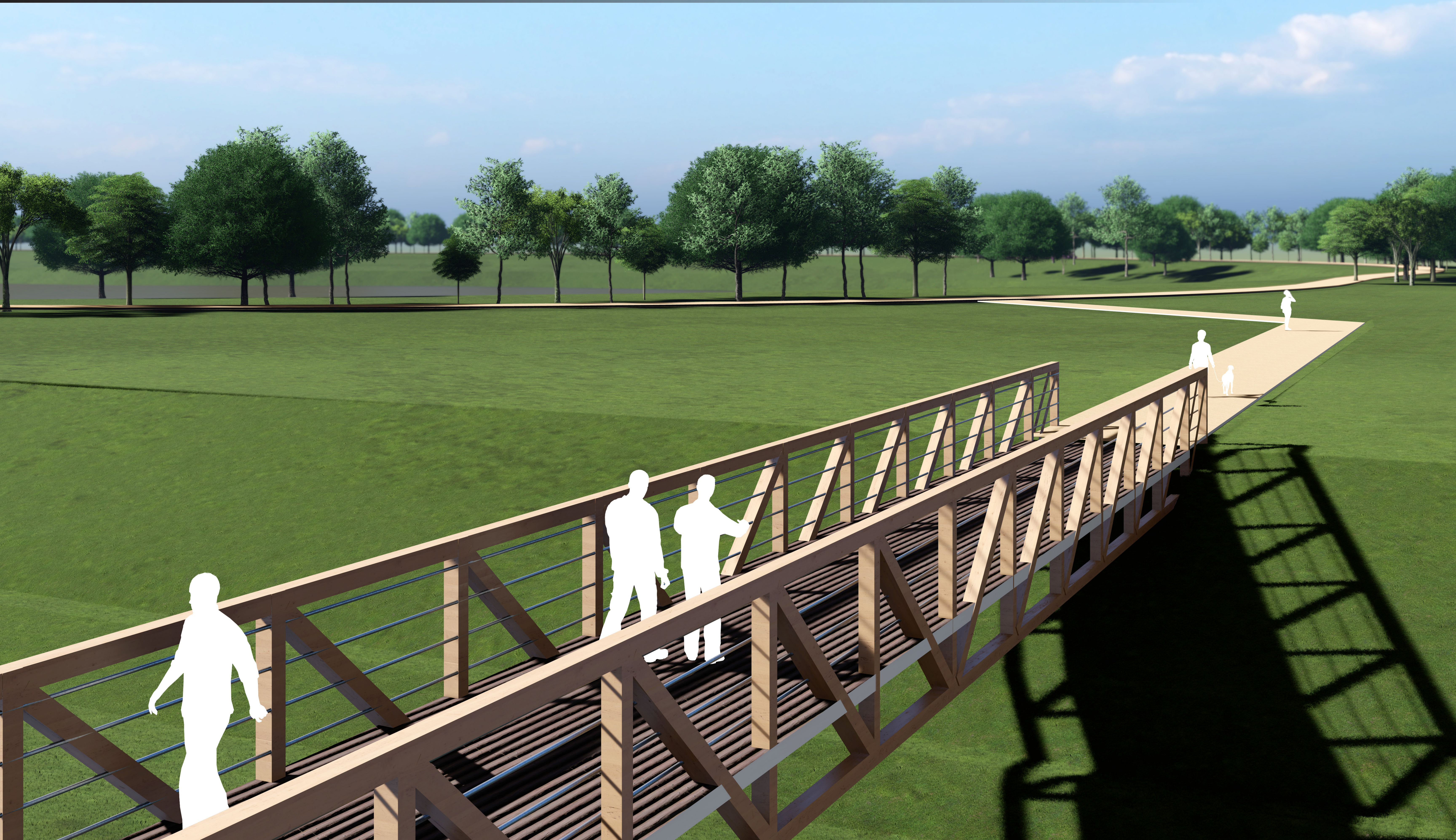
ANGLETON FREEDOM PARK

CONCEPT RENDERING



ANGLETON FREEDOM PARK

CONCEPT RENDERING



CITY OF ANGLETON - FREEDOM PARK EXPANSION
Opinion of Probable Costs (30% CD)



10/13/2023

Item / Description	Qty	Unit	Subtotal	Range		
				Low	Mid	High
1 General Conditions				\$ 37,510	\$ 52,506	\$ 86,993
1.1 Mobilization, Maintenance & Insurance	1	ALLOW		\$ 30,008	\$ 42,005	\$ 69,594
1.2 Clearing & Grading	1	ALLOW		\$ 3,751	\$ 5,251	\$ 8,699
1.3 Traffic Control, Surveying, Safety Plan	1	ALLOW		\$ 3,751	\$ 5,251	\$ 8,699
2 Hardscapes				\$ 709,069	\$ 1,004,417	\$ 1,689,577
2.1 Decomposed Granite Trails 10' wide	5,155	LF	\$ 202,978	\$ 182,680	\$ 202,978	\$ 223,276
2.2 Trail Concrete Edging	10,310	LF	\$ 27,064	\$ 24,357	\$ 27,064	\$ 29,770
2.3 Pedestrian Bridge @ Ditch	1	EA	\$ 334,688		\$ 334,688	\$ 368,156
2.4 Pedestrian Boardwalk @ Ditch	1,000	SF	\$ 118,125	\$ 106,313		
2.5 Pedestrian Bridge @ Weir	1	EA	\$ 945,000			\$ 1,039,500
2.6 Pedestrian Boardwalk @ Weir	3,500	SF	\$ 413,438	\$ 372,094	\$ 413,438	
2.7 Bridge Abutments	4	EA	\$ 26,250	\$ 23,625	\$ 26,250	\$ 28,875
3 Planting				\$ 41,137	\$ 45,708	\$ 50,279
3.1 Reforestation	30	EA	\$ 17,719	\$ 15,947	\$ 17,719	\$ 19,491
3.2 Prairie Seeding	1	ALLOW	\$ 13,125	\$ 11,813	\$ 13,125	\$ 14,438
3.3 Hydroseeded	1	AC	\$ 14,864	\$ 13,378	\$ 14,864	\$ 16,350
Total Project Cost with Range				\$ 787,716	\$ 1,102,631	\$ 1,826,849

Burditt Consultants has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Burditt Consultants cannot and does not guarantee that proposals, bids or actual construction will not vary from opinion of probable costs.

THIS PROJECT & THE IDEAS
 HEREIN, AS AN INSTRUMENT
 OF PROFESSIONAL SERVICE,
 IS THE PROPERTY OF THE
 ARCHITECT & IS NOT TO BE
 USED IN WHOLE OR IN PART,
 WITHOUT THE AUTHORIZATION OF
 BURDITT CONSULTANTS, L.L.C.

ISSUANCE:
**30% CONSTRUCTION
 DOCUMENTS**
 08/11/2023

SEAL:
 THIS DOCUMENT IS RELEASED FOR
 THE PURPOSE OF INTERIM REVIEW,
 AGENCY APPROVAL AND COMMENT
 UNDER THE AUTHORITY OF
 CLAUDIA T. WALKER, P.L.A.
 LANDSCAPE ARCHITECT No. 2897, ON 12/05/23
 THIS DOCUMENT IS NOT
 TO BE USED FOR
 CONSTRUCTION PURPOSES

INTERIM REVIEW
 12/07/2023

THE CITY OF ANGLETON
FREEDOM PARK EXPANSION
 PROJECT NO. 11514.001
 3105 N DOWNING ST.
 ANGLETON TX. 77515

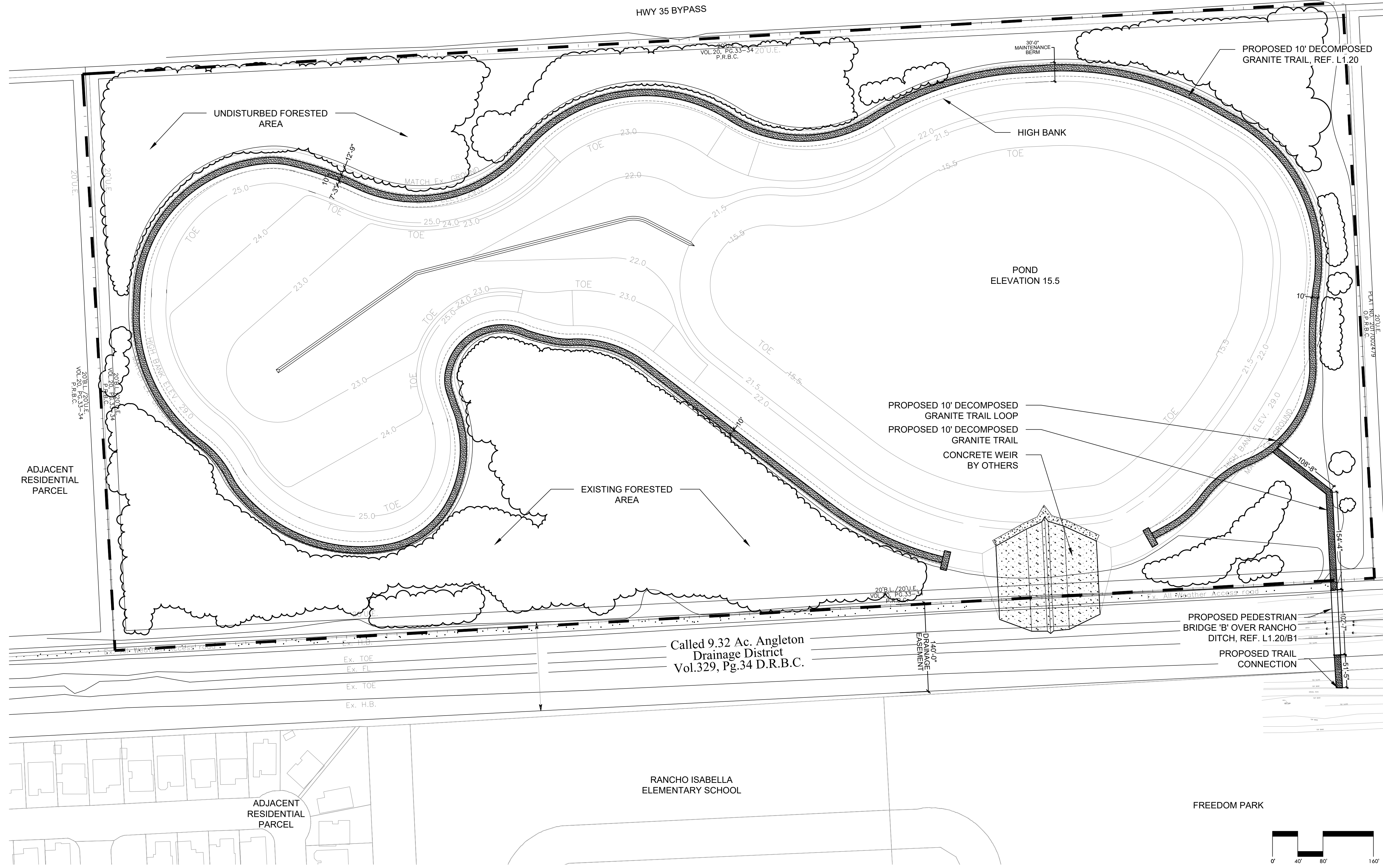
DESIGNER | CTW
 DRAWER | RP
 CHECKER | CTW

ISSUANCES & REVISIONS		
NO.	DESCRIPTION	DATE
01	100% SD	05/26/2023
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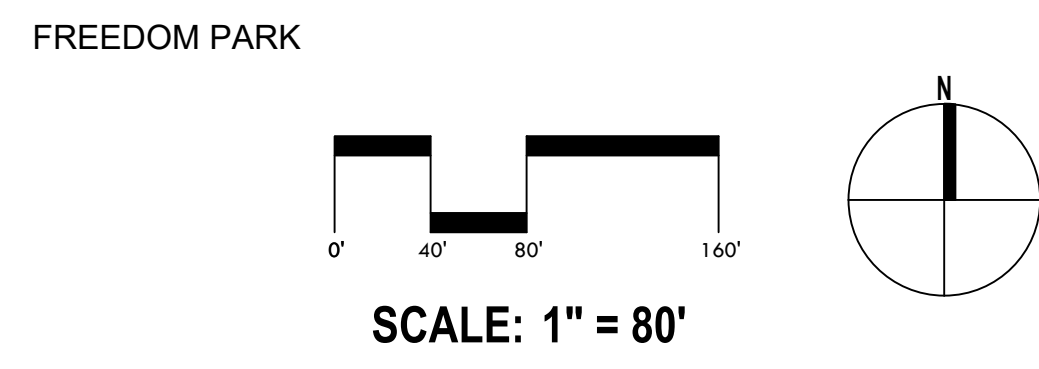
IF THIS LINE DOES NOT MEASURE ONE
 INCH THIS DRAWING IS NOT TO SCALE
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 DIMENSIONAL INFORMATION.

SITE LAYOUT PLAN

L1.11
 52
 COPYRIGHT © 2023



A1 OVERALL SITE PLAN



D
C
B
A

D
C
B
A

CITY OF ANGLETON - FREEDOM PARK EXPANSION
Opinion of Probable Costs (30% CD)



12/8/2023

Item / Description	Qty	Unit	Subtotal	Range		
				Low	Mid	High
1 General Conditions				\$ 18,355	\$ 31,223	\$ 34,345
1.1 Mobilization, Maintenance & Insurance	1	ALLOW		\$ 14,684	\$ 24,978	\$ 27,476
1.2 Clearing & Grading	1	ALLOW		\$ 1,836	\$ 3,122	\$ 3,435
1.3 Traffic Control, Surveying, Safety Plan	1	ALLOW		\$ 1,836	\$ 3,122	\$ 3,435
2 Hardscapes				\$ 325,966	\$ 578,747	\$ 636,622
2.1 Decomposed Granite Trails 10' wide	5,175	LF	\$ 203,766	\$ 183,389	\$ 203,766	\$ 224,142
2.2 Trail Concrete Edging	10,350	LF	\$ 27,169	\$ 24,452	\$ 27,169	\$ 29,886
2.3 Pedestrian Bridge @ Ditch	1	EA	\$ 334,688		\$ 334,688	\$ 368,156
2.4 Pedestrian Boardwalk @ Ditch	1,000	SF	\$ 118,125	\$ 106,313		
2.5 Pedestrian Bridge @ Weir	0	EA	\$ -			\$ -
2.6 Pedestrian Boardwalk @ Weir	0	SF	\$ -	\$ -	\$ -	
2.7 Bridge Abutments	2	EA	\$ 13,125	\$ 11,813	\$ 13,125	\$ 14,438
3 Planting				\$ 41,137	\$ 45,708	\$ 50,279
3.1 Reforestation	30	EA	\$ 17,719	\$ 15,947	\$ 17,719	\$ 19,491
3.2 Prairie Seeding	1	ALLOW	\$ 13,125	\$ 11,813	\$ 13,125	\$ 14,438
3.3 Hydroseeded	1	AC	\$ 14,864	\$ 13,378	\$ 14,864	\$ 16,350
Total Project Cost with Range				\$ 385,458	\$ 655,677	\$ 721,245

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AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/11/2023

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on replacement natatorium components for the Angleton Recreation Center.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$0 **FUNDS REQUESTED:** \$0

FUND: TBD by ABLC

EXECUTIVE SUMMARY:

The Angleton Recreation Center had a water feature component that was out of service in the summer of 2023. Staff have been working on various short and long-term solutions for water features components since before the 2023 summer season. A short-term solution was identified but the contractor later withdrew and recommended a long-term solution. As a result, staff requested long-term solutions from various aquatic companies.

On October 16 and November 13, 2023, staff presented ABLC with a range of replacement options. At the November 13, 2023 ABLC meeting, the corporation approved debt issuance to address various park and recreation projects including Angleton Recreation Center water features and other Angleton Recreation Center maintenance issues. If debt issuance is approved, funds will likely be available in April 2024 and will not exceed \$500K for Angleton Recreation Center water feature components and other maintenance items.

Parks & Recreation staff have included a range of solutions and pricing as supporting documentation within your agenda packet to discuss. ABLC eliminated one option leaving the four options below for consideration.

Natatorium Components (Proposals as attachments)	
• Vortex	\$200,828.61
• LoneStar Recreation – Aquatix Option 1	\$340,947.95
• LoneStar Recreation – Aquatix Option 2	\$367,573.60
• LoneStar Recreation – Aquatix Option 3	\$396,035.60

RECOMMENDATION:

Staff recommends the Parks & Recreation Board review the water feature solutions and pricing and recommend a solution to ABLC and City Council for approval.



**Water
moves
us**

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.

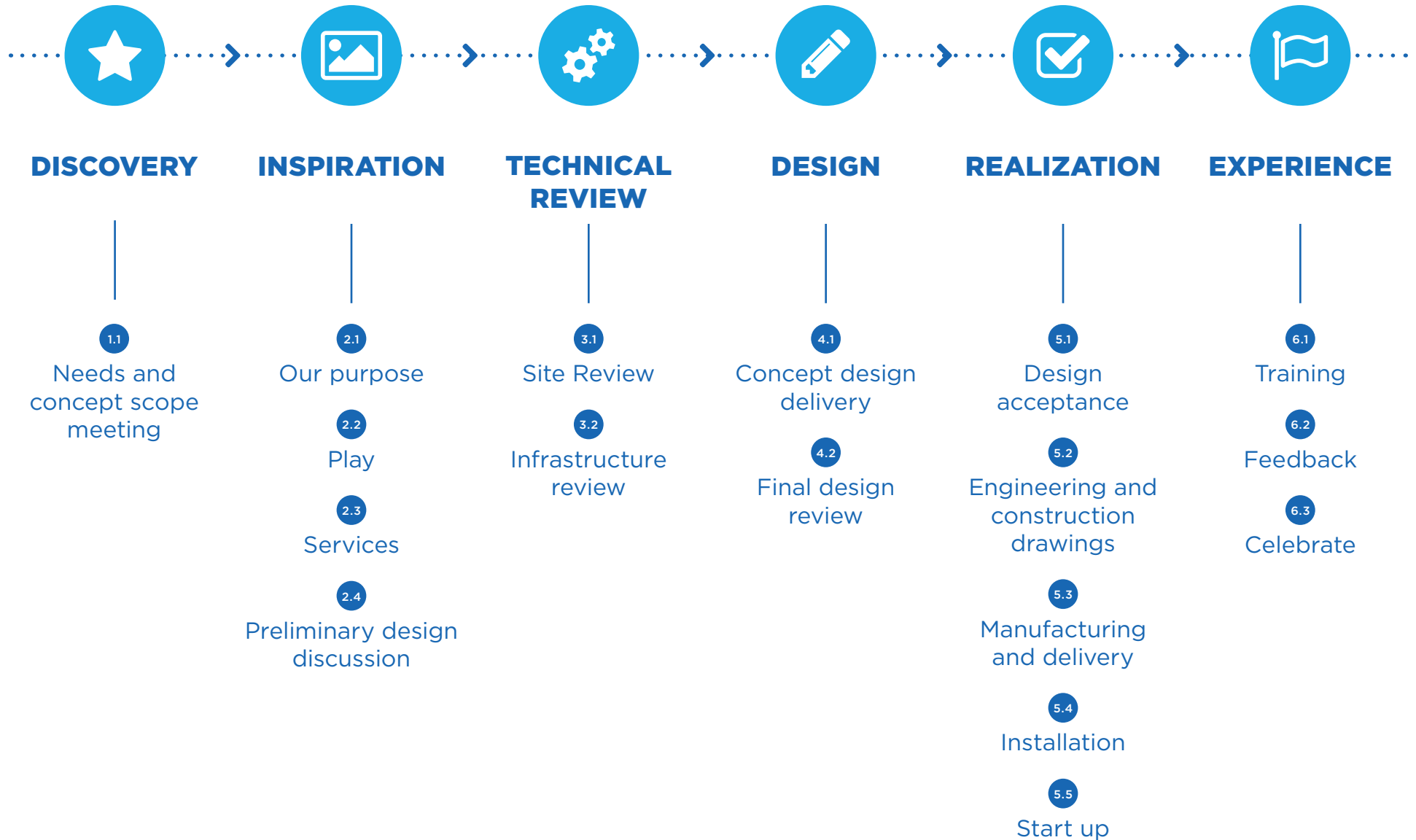
Next steps

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!

**Water
moves
us**

OUR PROCESS





The Arc Natatorium Splashpad, TX
Version A - 40797

1. CAD FILE USED FOR THIS PROPOSAL:

ARC Natatorium Building Plans.pdf

FOR INDOOR APPLICATIONS, HEIGHTS HAVE BEEN REVIEWED FOR CONFORMITY TO DESIGN CONDITIONS AND APPROVED.

- APPROVED AS SHOWN
- REVISE & RESUBMIT WITH NEW CAD DRAWING
(include new DWG file when returning for edit)

2. COLORS AND LAYOUT DESIGN:

- APPROVED AS SHOWN
- APPROVED AS NOTED
- REVISE & RESUBMIT AS NOTED

PROPOSAL WAS REVIEWED FOR DESIGN CONFORMITY TO CONTRACT DOCUMENTS PROVIDED IN RFP. CONTRACTOR/ CLIENT REPRESENTATIVE IS RESPONSIBLE FOR REVIEW & COMPLIANCE WITH ALL CONTRACT DOCUMENTS INCLUDING, BUT NOT LIMITED TO; DIMENSIONS, CLEARANCES, QUANTITIES, CONSTRUCTION DETAILS AND COORDINATION WITH OTHER CONTRACTORS.

_____ _____
BY DATE

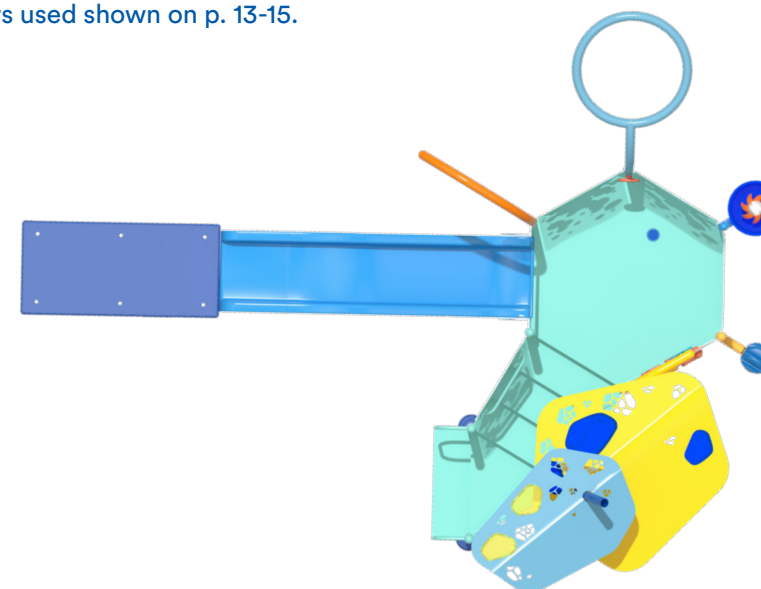
Stamp

Notes

Project Name: Stokesbury Rec Center Splashpad
Location: TX, USA
Version: A
Project ID: 40797
Elevations™ Model: PPlaynuk N2 (landing mat)



Project shown in color palette Mood 1.
Colors used shown on p. 13-15.



Water moves us



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.

8,000

Projects
worldwide

50

Countries
served

100+

Awards
& honors

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.

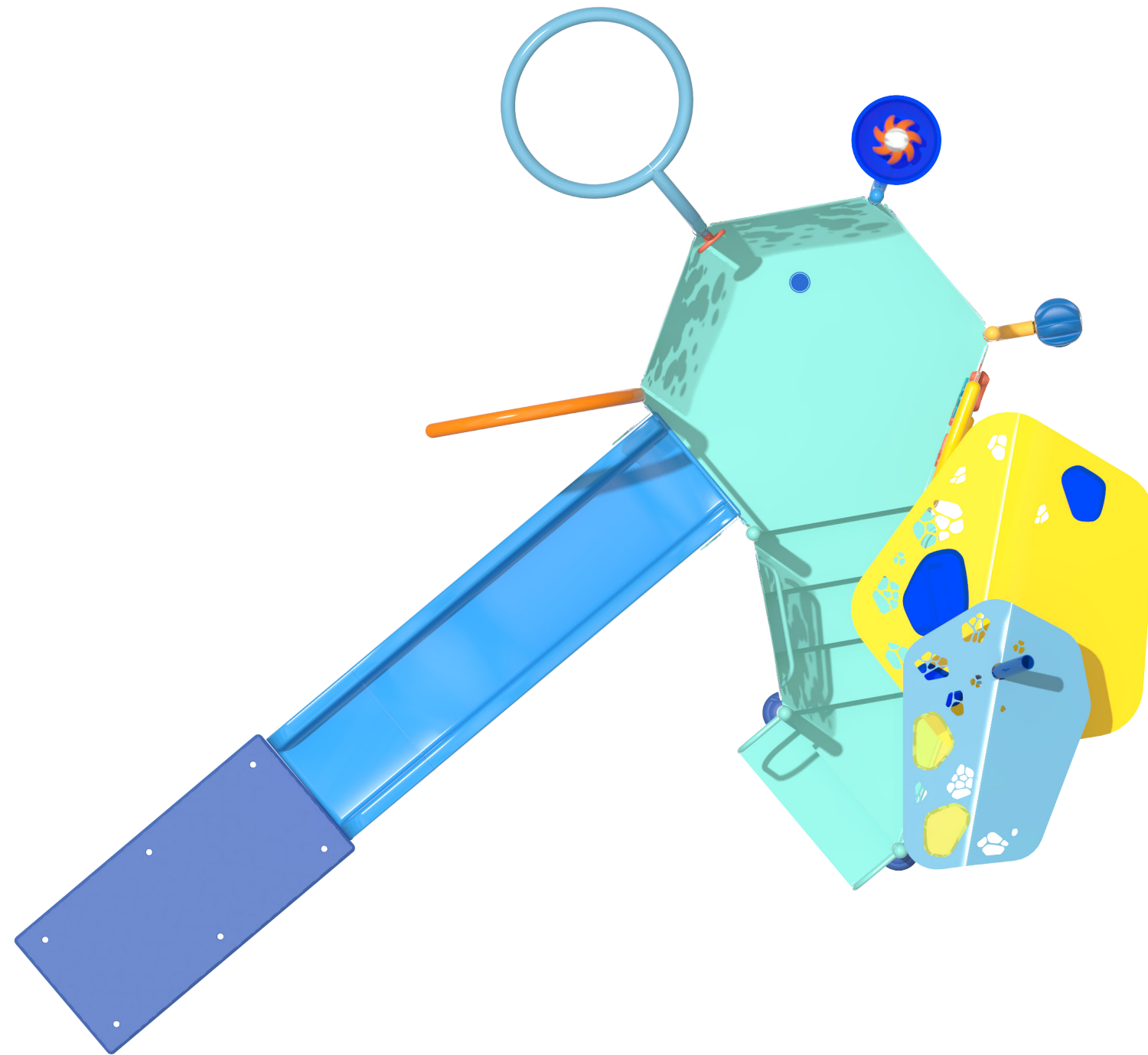
Our boots on the ground

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-play water experiences

6 are accessible at ground level

3 are accessible at deck level

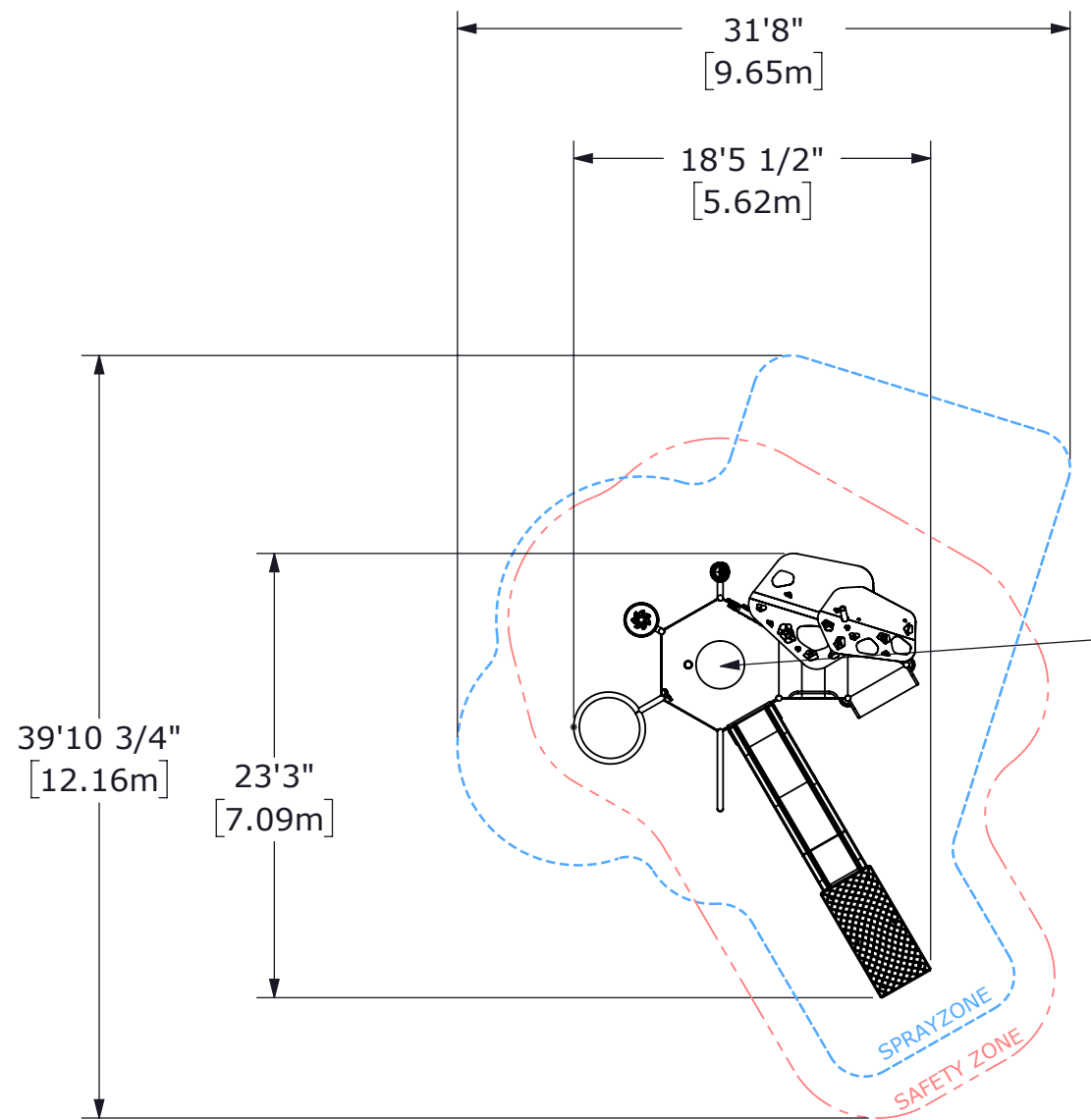
1 Iconic Water Canopy

2 Signature play experiences
(Water Maze)

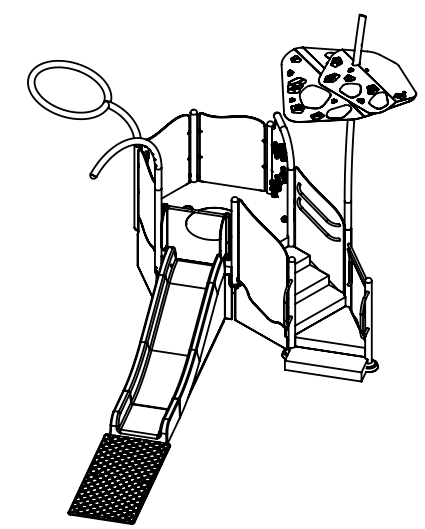
1 Waterslides (Double Kiddie Racer & Open Flume)

Uniquely designed for the 2-5 age group

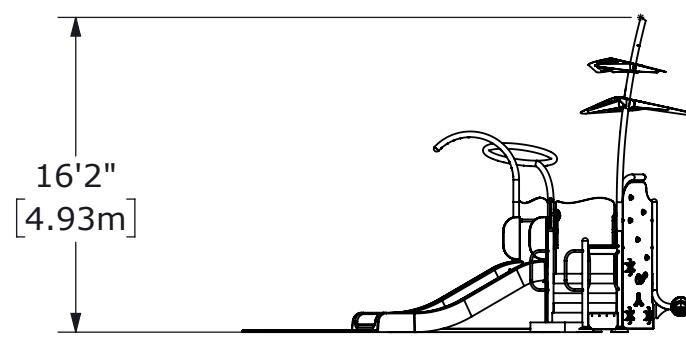
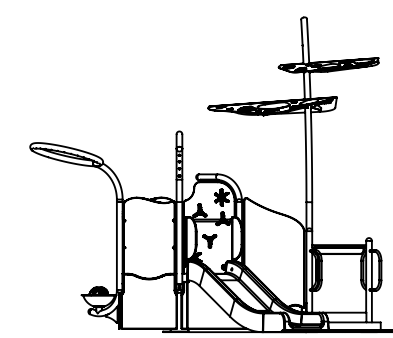
ADA Accessible (ADA entry, double handrails, 6" step-ups)



36in (0.9m) MONOPOST HEX DECK
4"WATER CONNECTION
(191 GPM@15 PSI at connection)
(723.01 LPM@1.0 bar at connection)



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



1. GENERAL NOTES:

- Other slide exit options may be available - consult your sales representative for details.
- Structure adaptation may be required for slope floors (more than 4%), fees may apply.

2. POOL NOTES:

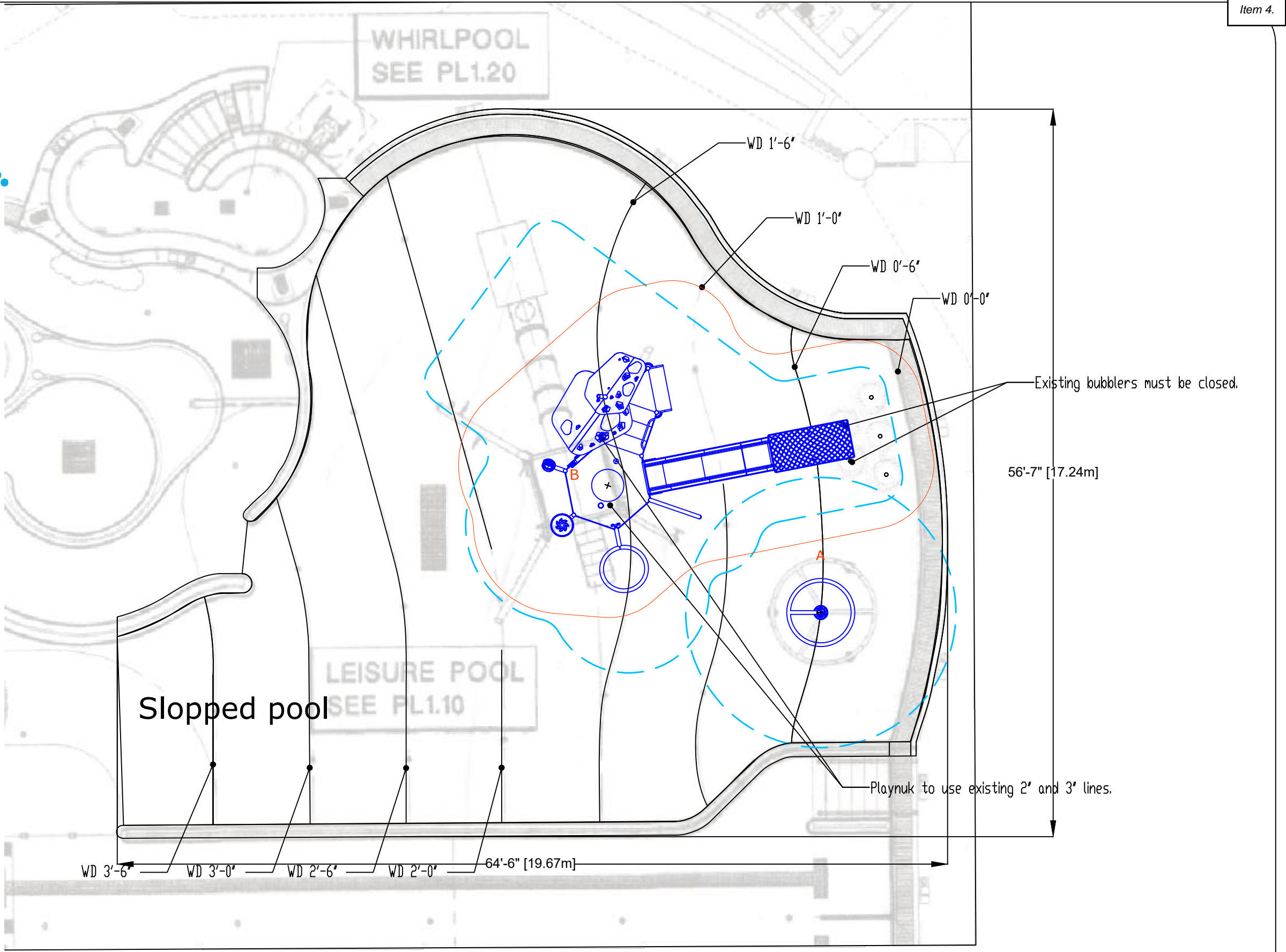
- Recommended MINIMUM pool water depth at landing may slide exit = 6" (15cm)
- Recommended MAXIMUM pool water depth at PlayNuk entrance and runout locations = 10" (25cm).

SPLASHPAD DIMENSION

TOTAL AREA : 2431 ft² 226 m²
 SPRAY AREA : 2431 ft² 226 m²
 GRID SIZE : 10 x 10 ft 3 x 3 m

PRODUCT LEGEND

REF	PRODUCT	QTY	GPM	LPM
A	Astra N°3 VOR 7699	1	17.5	66.2
B	EPN-02P01 Playnuk (landing mat)	1	191	722.9
TOTAL		2	208.5	789.1



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.

Mood 1 ✓

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

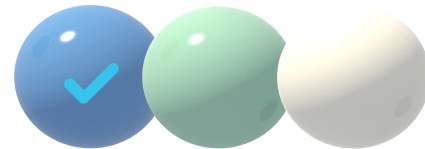
Fiberglass Deck & Entry Posts



Coral Green
RAL 6027

Fiberglass Slides*

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



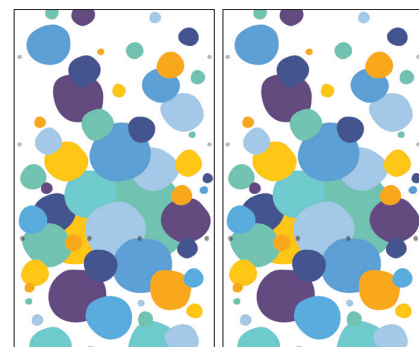
Sky Blue RAL 5012 Coral Green RAL 6027 White RAL 9003

Paint Colors



Sky Blue RAL 5012 Pastel Blue RAL 5024 Mint Green RAL 6019 Saffron RAL 1017 Yellow RAL 1023 Orange RAL 2011

Transparent Graphic Barriers



Water Maze Panel



Mood 2

A neutral palette that leaves lots of room for imagination. Complement your modern, urban setting.

Fiberglass Deck & Entry Posts



Coral Green
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

Paint Colors



Mint Green RAL 6019 Pastel Blue RAL 5024 White RAL 9003 Fuchsia RAL 4006 Saffron RAL 1017 Grey RAL 7040

Transparent Graphic Barriers



Water Maze Panel



Mood 3

Lush colors that evoke different landscapes: from mysterious jungles to sprawling deserts.

Fiberglass Deck & Entry Posts



Coral Green
RAL 6027

Fiberglass Slides*

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



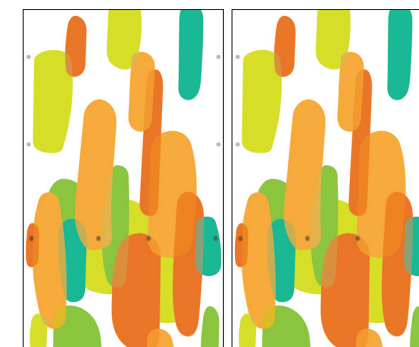
Saffron RAL 1017 Green RAL 6018 White RAL 9003

Paint Colors



Fern Green RAL 6025 Green RAL 6018 Mint Green RAL 6019 Saffron RAL 1017 Orange RAL 2011 Beige RAL 1015

Transparent Graphic Barriers



Water Maze Panel



Color Palettes

Choose one of the following Color Palettes by marking the corresponding circle:

COLOR PALETTE APPROVAL

APPROVED AS SHOWN IN RENDERS

APPROVED AS NOTED

BY _____ DATE _____



Marine 1

Fuchsia RAL 4006 Sky Blue RAL 5012 Coral Green RAL 6027 Navy Blue RAL 5003 Green RAL 6018



Marine 2

Sky Blue RAL 5012 Coral Green RAL 6027 Yellow RAL 1023 Orange RAL 2011 Green RAL 6018



Marine 3

Navy Blue RAL 5003 Blue RAL 5017 Coral Green RAL 6027 Mint Green RAL 6019



Marine 4

Blue RAL 5017 Sky Blue RAL 5012 Saffron RAL 1017 White RAL 9003



Marine 5

Red RAL 3000 Beige RAL 1015 Brown RAL 8024 Orange RAL 2011



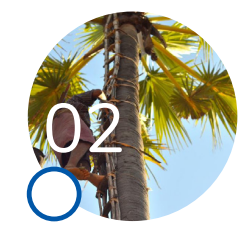
Marine 6

Coral Green RAL 6027 Saffron RAL 1017 Beige RAL 1015 Mint Green RAL 6019 Pastel Blue RAL 5024



Nature 1

Saffron RAL 1017 Forest Green RAL 6029 Green RAL 6018 Fern Green RAL 6025 Fuchsia RAL 4006



Nature 2

Beige RAL 1015 Orange RAL 2011 Forest Green RAL 6029 Yellow RAL 1023 Coral Green RAL 6027



Nature 3

Pastel Blue RAL 5024 Mint Green RAL 6019 Brown RAL 8024 Green RAL 6018



Nature 4

Orange RAL 2011 Beige RAL 1015 Fern Green RAL 6025 Pale Green RAL 6021 Brown RAL 8024



Nature 5

Brown RAL 8024 Green RAL 6018 Orange RAL 2011 Yellow RAL 1023 Red RAL 3000



Nature 6

Mint Green RAL 6019 Forest Green RAL 6029 Green RAL 6018 Beige RAL 1015

Color Palettes



Urban 1

- Red RAL 3000
- White RAL 9003
- Navy Blue RAL 5003
- Sparkle RAL 90080



Urban 2

- Fuchsia RAL 4006
- Navy Blue RAL 5003
- Sky Blue RAL 5012
- Sparkle RAL 90080



Urban 3

- Orange RAL 2011
- Mint Green RAL 6019
- Beige RAL 1015
- Sparkle RAL 90080



Urban 4

- White RAL 9003
- Navy Blue RAL 5003
- Mint Green RAL 6019
- Saffron RAL 1017



Urban 5

- Pastel Blue RAL 5024
- Sky Blue RAL 5012
- Orange RAL 2011
- Sparkle RAL 90080



Urban 6

- Coral Green RAL 6027
- Blue RAL 5017
- White RAL 9003
- Grey RAL 7040



Vibrant 1

- Orange RAL 2011
- Saffron RAL 1017
- Yellow RAL 1023
- Sky Blue RAL 5012



Vibrant 2

- Fuchsia RAL 4006
- Sky Blue RAL 5012
- Orange RAL 2011
- Yellow RAL 1023
- Green RAL 6018



Vibrant 3

- Red RAL 3000
- Yellow RAL 1023
- Blue RAL 5017
- White RAL 9003



Vibrant 4

- Pastel Blue RAL 5024
- Green RAL 6018
- Orange RAL 2011
- Yellow RAL 1023
- Sparkle RAL 90080



Vibrant 5

- Yellow RAL 1023
- Green RAL 6018
- Coral Green RAL 6027
- Red RAL 3000



Vibrant 6

- Pale Green RAL 6021
- Mint Green RAL 6019
- Saffron RAL 1017
- Orange RAL 2011
- Red RAL 3000



Custom Palette

Indicate RAL colors here:



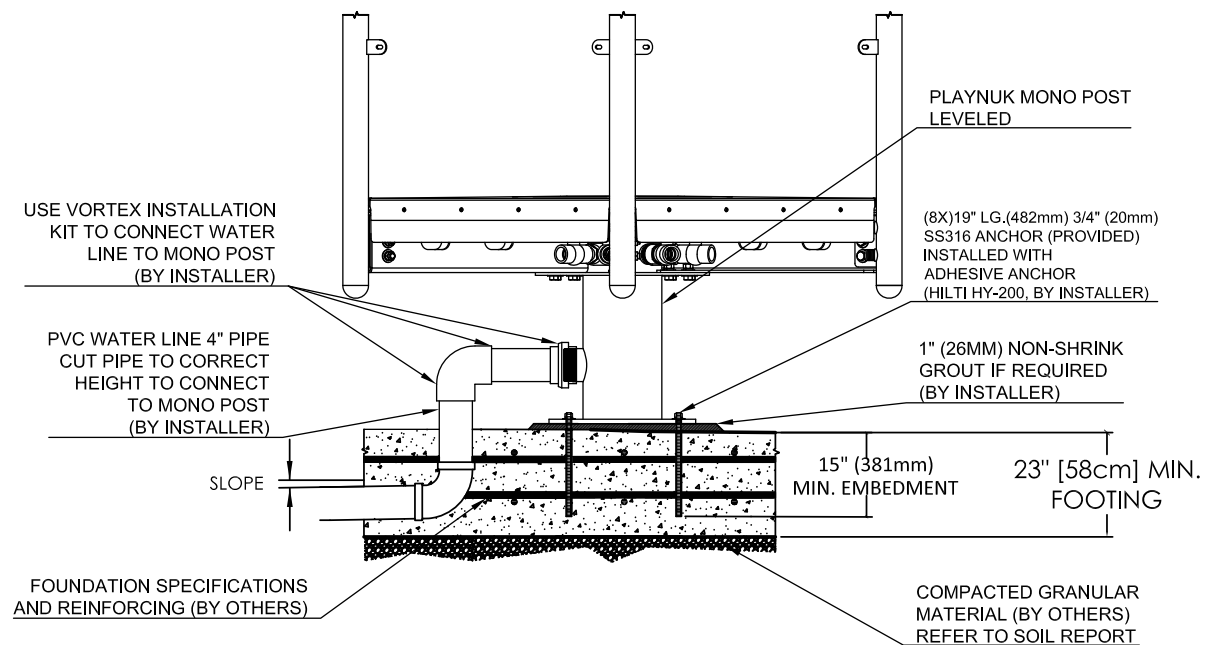
Vortex Designer's Choice

RAL colors used:

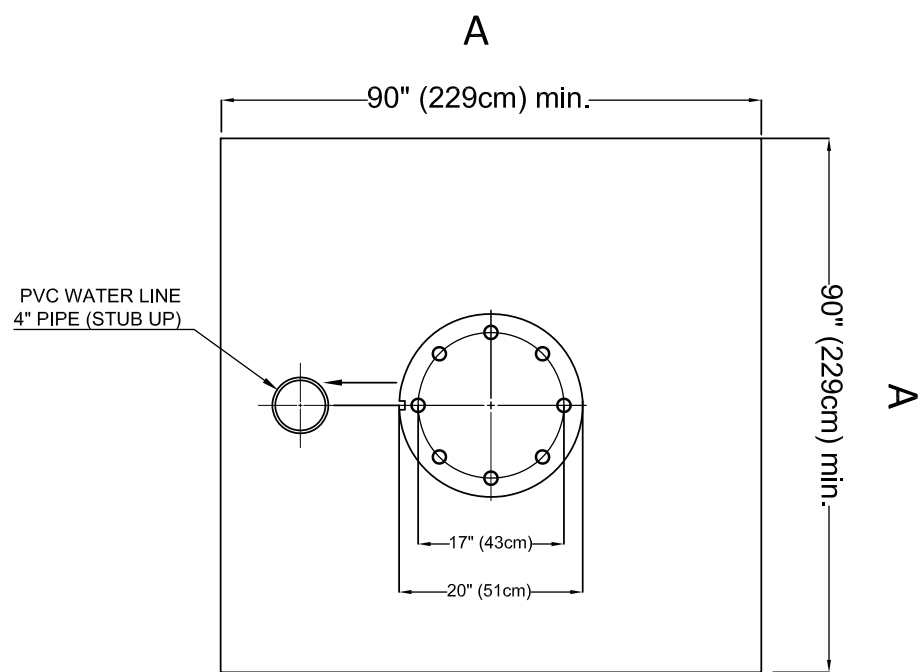
Unless otherwise specified, Vortex designers will decide on the application of colors from the chosen color palette to create a harmonious look. Fees will apply for custom colors.

GENERAL SPECIFICATIONS:

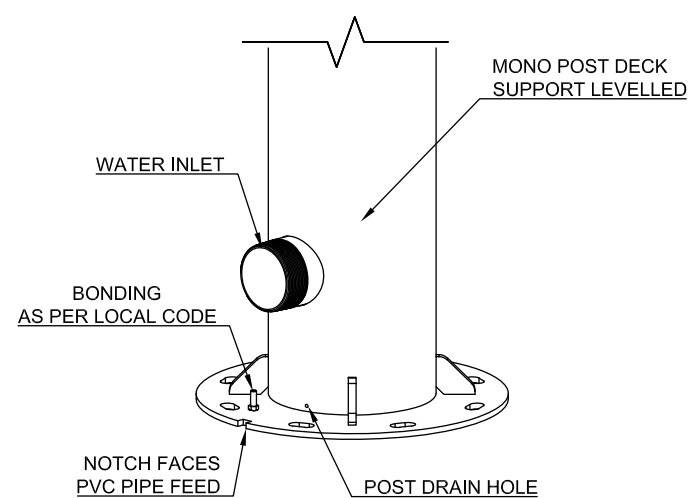
1. THESE DETAILS ARE GENERIC AND PROVIDE AN OVERVIEW OF THE SCOPE OF WORK DURING CONSTRUCTION/INSTALLATION. REFER TO THE PROJECT FINAL INSTALLATION DRAWINGS FOR INFORMATION SPECIFIC TO YOUR PROJECT.
2. DESIGN OF CONCRETE SLAB, BY OTHERS. WE RECOMMEND AS A MINIMUM:
 - 20" (508mm) MIN. THICKENED REINFORCED CONCRETE SLAB (U.N.O.) MIN. THICKNESS IS DEPENDANT ON MIN. ANCHOR EMBEDMENT REQUIRED AT MONOPOST LOCATION.
 - 10" (254mm) MIN. THICKENED REINFORCED CONCRETE SLAB (U.N.O.) MIN THICKNESS IS DEPENDANT ON MIN. ANCHOR EMBEDMENT REQUIRED AT OTHER POSTS LOCATION.
 - UNDER PLAYNUK DECKS OFFSET OF 12" (300mm) FROM DECK EDGE
 - REINFORCED WITH #5 (15M) REBAR @ 12" (300mm) C/C BOTH WAYS
 - MIN. CONCRETE STRENGTH f'c = 3600psi (25Mpa) @ 28 DAYS
 - AIR-ENTRAINED CONCRETE (IN REGIONS SUBJECTED TO FREEZE & THAW)
 - VERIFY LOCAL CODES AND STANDARDS FOR OTHER LOCAL REQUIREMENTS
3. FOR FURTHER DETAILS AND INFORMATION, REFER TO THE INSTALLATION, OPERATION, AND MAINTENANCE MANUALS.



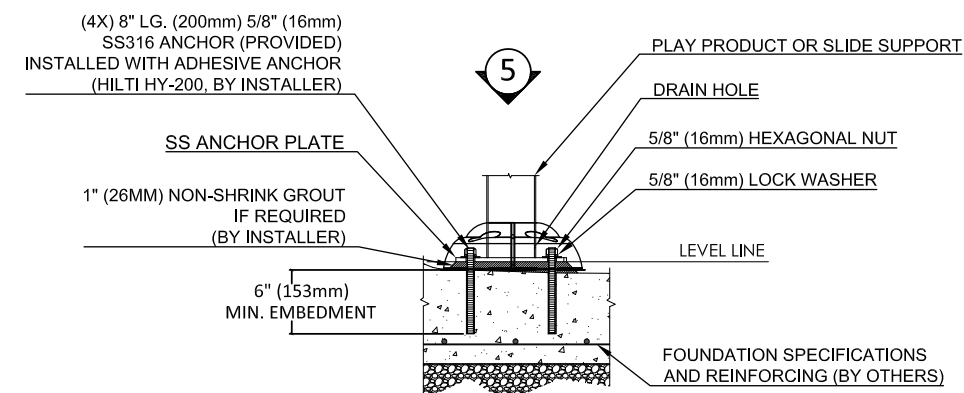
1 TYP. MONO POST STRUCTURE
PLAYNUK NO.2 TO NO.6



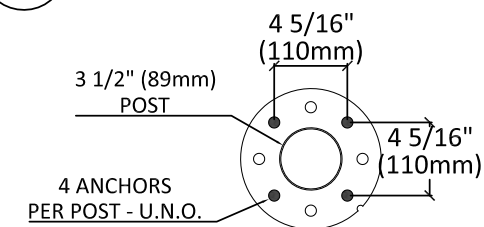
2 TYP. MONO POST BASE PLATE & WATER FEED
PLAN VIEW



3 TYP. MONO POST DETAILS



4 TYP. DETAIL FOR 3" (76MM) POST ANCHORING



5 TYP. BASE PLATE 3" (76MM) POST ANCHORING FOR 3" POST

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 ½" (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 barriers shall 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.

vortex-intl.com

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info@vortex-intl.com

1.877.586.7839 (USA & Canada)
+1.514.694.3868 (International)

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QUOTE



Account Name: City Of Angleton, TX - Parks & Rec

Created Date: 9/21/2023 3:26 PM

Project Name: 40797-The Arc-Natorium

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
Angleton, Texas 77515
Texas

Email: mmachin@vortex-intl.com

Incoterm:

Contact Name: Megan Mainer

Phone: (979) 849-4364

Email:

VOR	Product No.	Product Name	Description	QTY
1- Play Products				
7699	104557-304L	ASTRA N°3 (SW,PC)		1
3- Elevations Play Structures				
		Playnuk	Playnuk No. 2 Pool Landing Mat Sloped surface	1
5- Accessories				
12010	12010	Buying Group - Products		1
12020	12020	Buying Group - Services		1
6- Services				
14010	14010	Installation Fees		1
7- Installation 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- Transport				
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

Customer Signature:

**Enquire about our cooperative purchasing programs.
Thank you for doing business with us!
Pricing is valid for a period of 45 days.**

Products:	97,120.00
Discount:	(10,256.77)
Services:	108,015.38
Transport:	5,950.00
Subtotal:	200,828.61
Total:	200,828.61
Currency:	US Dollar
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 and 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 supplying 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 are 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, OSHA 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.

QUOTE

X

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 Contractor 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 (financial or otherwise) of a Subcontractor, vendor or supplier. Neither Party shall, however, be relieved of liability for 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
2. 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.
3. 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

WQMS Type	
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: <ul style="list-style-type: none"> • Il 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.

Sewer		If yes, Vortex is responsible for coordinating with the relevant authorities for the inspections.
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Concrete Scope Included

Form, Place, Finish		<p>If yes, Vortex is responsible for:</p> <ul style="list-style-type: none"> • 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		<p>If yes, Vortex is responsible for:</p> <ul style="list-style-type: none"> • 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		<p>If yes, Vortex is responsible for:</p> <ul style="list-style-type: none"> • 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		<ul style="list-style-type: none"> • If yes, Vortex is responsible for the installation of features.

Water Journey		<p>If yes, Vortex is responsible for:</p> <ul style="list-style-type: none"> • 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		<p>If yes, Vortex is responsible for:</p> <ul style="list-style-type: none"> • 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 the 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 scope of work.
Elevations Install		If yes, Vortex is responsible for the installation of the elevations.
Waterslide Install		<p>If yes, Vortex is responsible for:</p> <ul style="list-style-type: none"> • 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 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 poor 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.

QUOTE



Signature

Title

Printed Name

Date





*For color options, please refer to the PlayNuk Color Moods available in the Vortex resource center

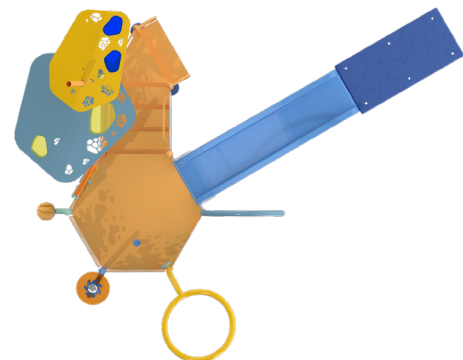
PLAYNUK N°2

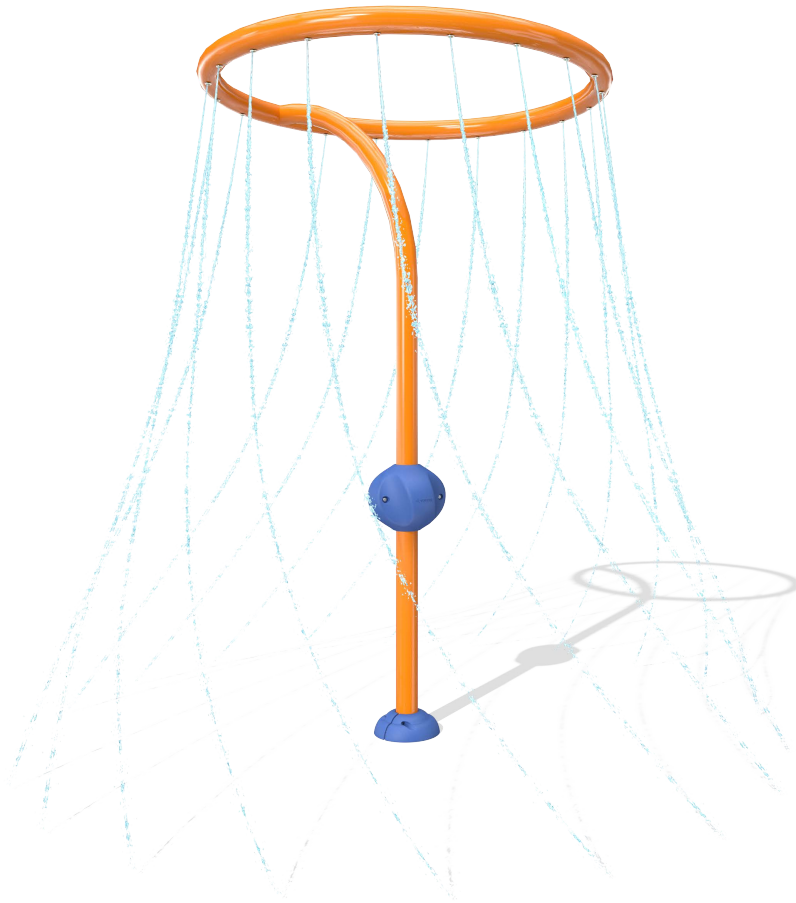
SHALLOW POOL

SPECIFICATIONS

UNIT SIZE <i>(L/W/H)</i>	23'-3" x 18'-5 1/2" 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 <i>(including platforms, links and stairs)</i>	53.4 SQ.FT. 5 SQ.MT.
TOP DECK HEIGHT	3 FT 0.9 M
USER CAPACITY <i>(on and around structure)</i>	UP TO 44 USERS
TOTAL WATER FLOW	191 GPM 723 LPM
TYPE OF APPLICATION	POOL WITH 0-10" OF WATER

TOP VIEW





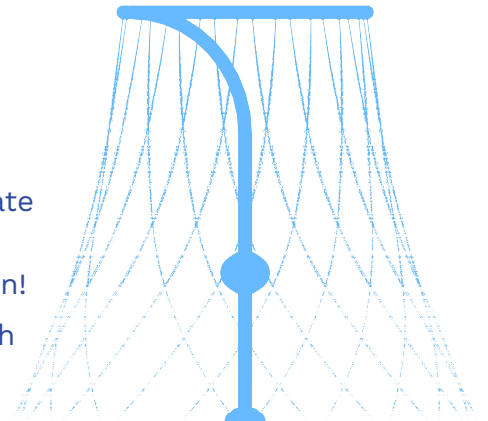
**The product shown in the image may differ from the actual product sold.*

Ideal age group: for all ages

VOR 7699 ASTRA N°3

PRODUCT HIGHLIGHTS

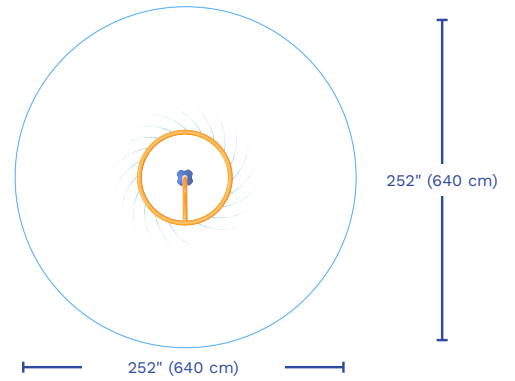
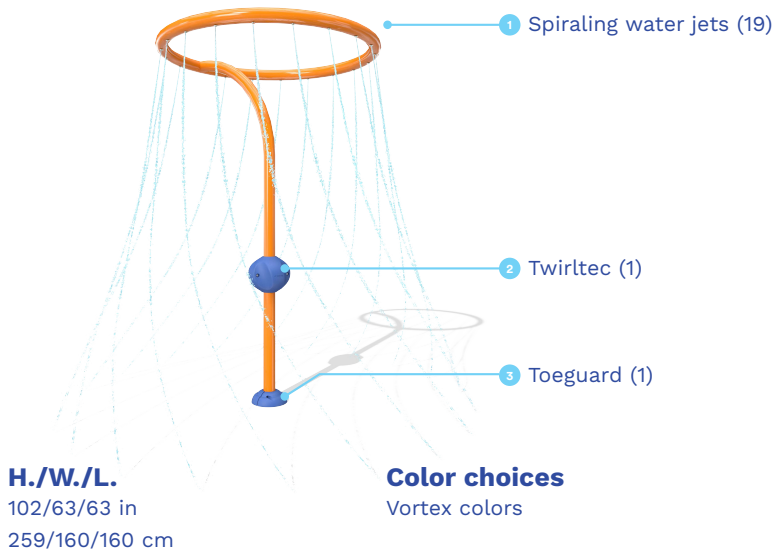
- Kids rotate a halo of water streams using the Twirltec™ ball to create a beautiful spiral pattern.
- Play to get wet or to avoid the water streams as they spiral and spin!
- Encourages the development of social and physical abilities through an interactive play experience



WATER EFFECTS

SPECIFICATIONS

Item 4.



Flow
10-25 GPM
37-94 LPM

Pressure
5-8 PSI
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 Elastomer
- Interactive Cause and Effect
- Friction-free, triple bearing system



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



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)



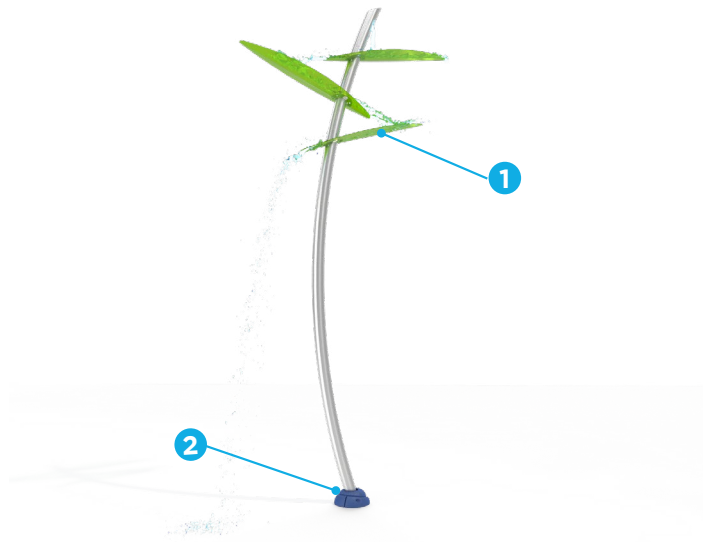
Ideal age group: for all ages

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™





Spray zone

Item 4.

∅ 120" (∅ 304 cm)



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

WATER EFFECTS

- Cascading water (1)

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

**GROWTH
IMAGINATION
INTERACTION
ENDLESS 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!



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)



ALL SHAPES AND SIZES

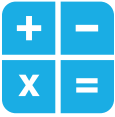
Splashpad® play areas come in all shapes and sizes, ranging from compact urban plazas to installations measuring over 35,000 sq.ft. (3,000 sq.m.) suitable for commercial operations and waterparks. At Vortex we believe that it's not the size of the Splashpad® that counts, but that a Splashpad® is the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

CAPACITY GUIDE





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

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.



World leader in aquatic play solutions
with over 6,500 installations worldwide

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1.877.586.7839 (USA & CANADA) | +1.514.694.3868 (INTERNATIONAL)



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 non-slip 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.**



BREAKING DOWN YOUR COSTS

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



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)



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
- Durable, vandal resistant, resistant to chemicals
- 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



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)



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



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



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



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.



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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.

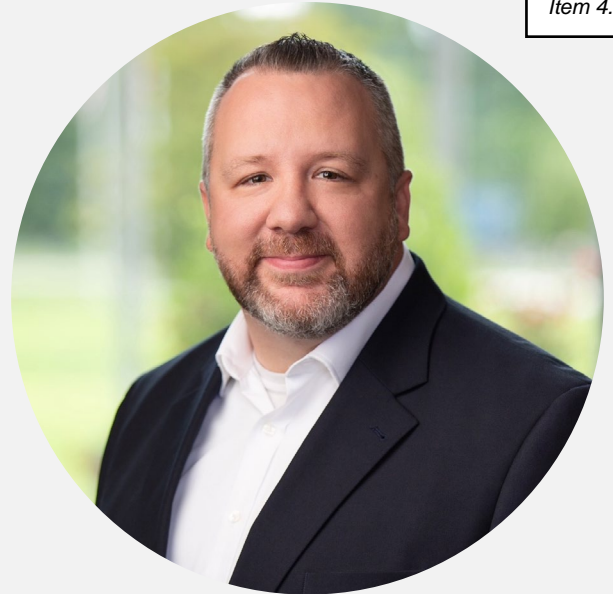
Water moves us

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.

MATTHEW MACHIN

Business Development Manager
– Commercial Accounts



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.

BARB LAPIERRE

Regional Sales Manager



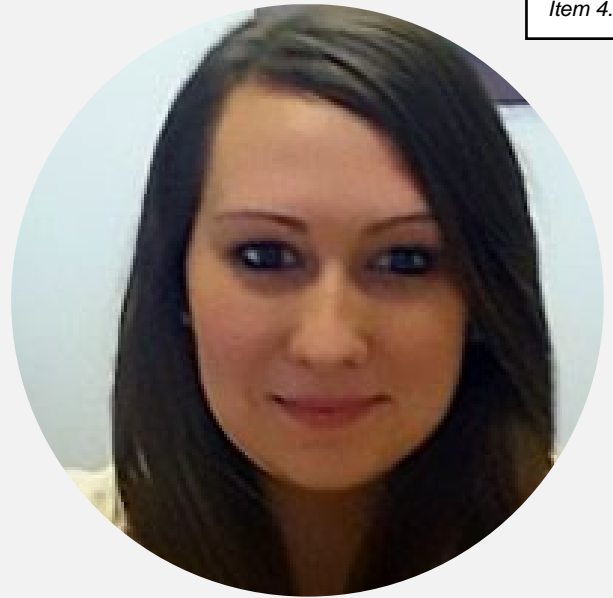
With over 14 years' sales experience at Vortex, Barb made her debut in 2006 as a member of the Inside Sales team for the West Coast with a focus on California. Today she is the Regional Sales Manager for the Midwest and Texas regions.

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.

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.

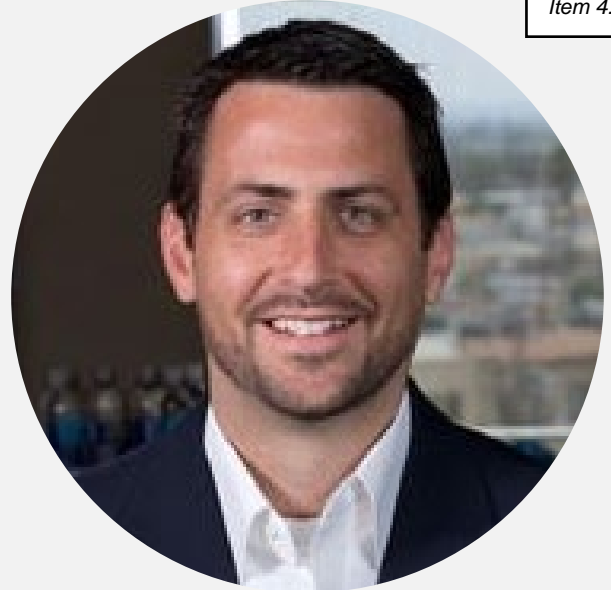
Melissa is indispensable in her role in verifying all documents for accuracy and in illuminating customers and channel partners on Vortex's broader play philosophy and the value it brings to families and communities.

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!

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.

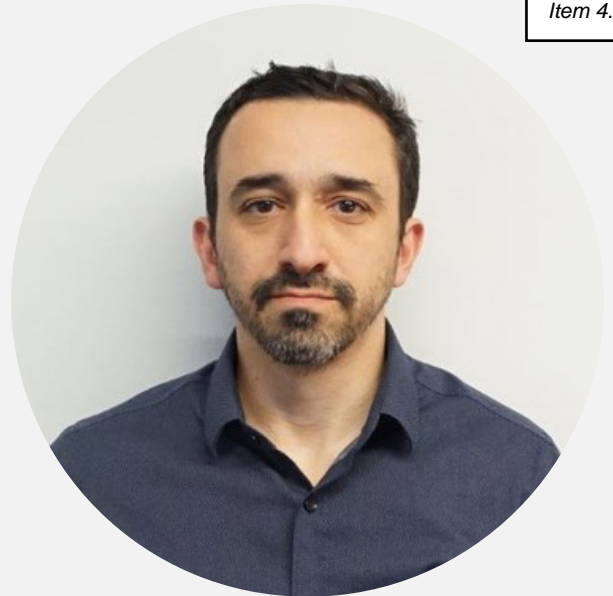
Jim brings extensive sales experience in both the public and private sectors, particularly in the field of commercial recreational equipment. He most recently served as Director of Sales for Kompan, where he leveraged strategic insight to drive sales and ensure customer satisfaction. He works with the 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.

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.

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.

Projects Texas



Talkington YWCA | Lubbock

Central Texas

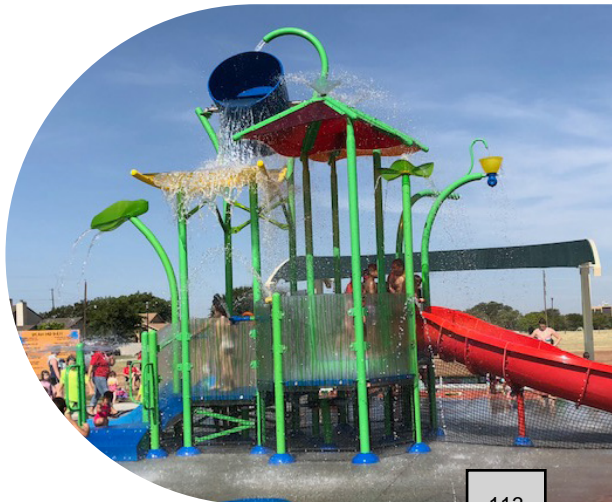
- Boys & Girls Club, Austin
- Dell JCC Recreation Pool, Austin
- Alcorn Park, Brownwood
- Mayes Park, Brownwood
- Trigg Park, Brownwood
- Garey Park, Georgetown
- TeraVisa Rabbit Hill Park, Georgetown
- Lakespur Community Center, Leander
- Tumilson Swimming Pool Blockhouse HOA, Leander
- Santa Rita Ranch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



Pavo Real Dog Water Park | Whitmore Lake

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



Red Bud Park | Abilene

- 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 Center, 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
- Maveria Amenity Center, Conroe
- Dunham Pointe, Cypress
- Falls at Dry Creek Splashpad, Cypress
- Deer Park City Pool, Deer Park
- Dellrose Community 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



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 the eMaryland Association of Boards of Education to create the National Purchasing Cooperative's BuyBoard®. The Cooperative is an administrative agency created in accordance with the 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 efficiencies that can accrue to members of a cooperative, to comply with the bidding requirements in many 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 preparation. 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

The following info will get you into the site for browsing:

User ID: nsbademo Password: demo4you



CLIENTPOINT DOWNLOAD RECEIPT

Item 4.

DOWNLOADED: 09-26-2023
CLIENTPOINT ID: 899502

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



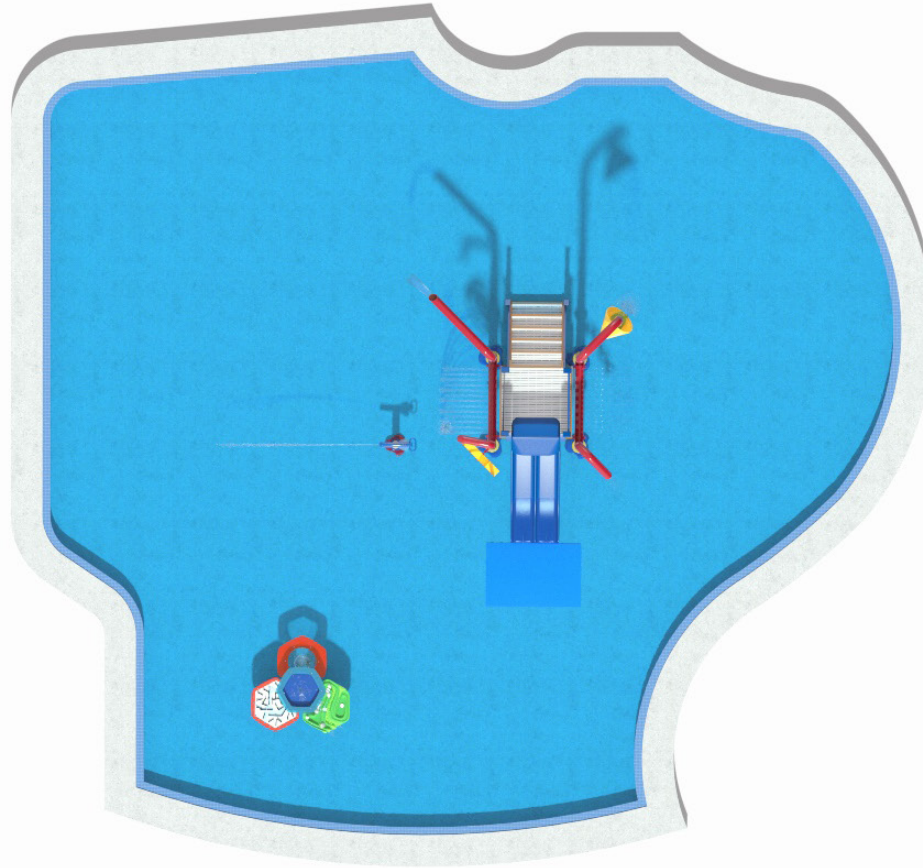






Angleton Rec Center

Design# 1157711-01-04 9/27/2023

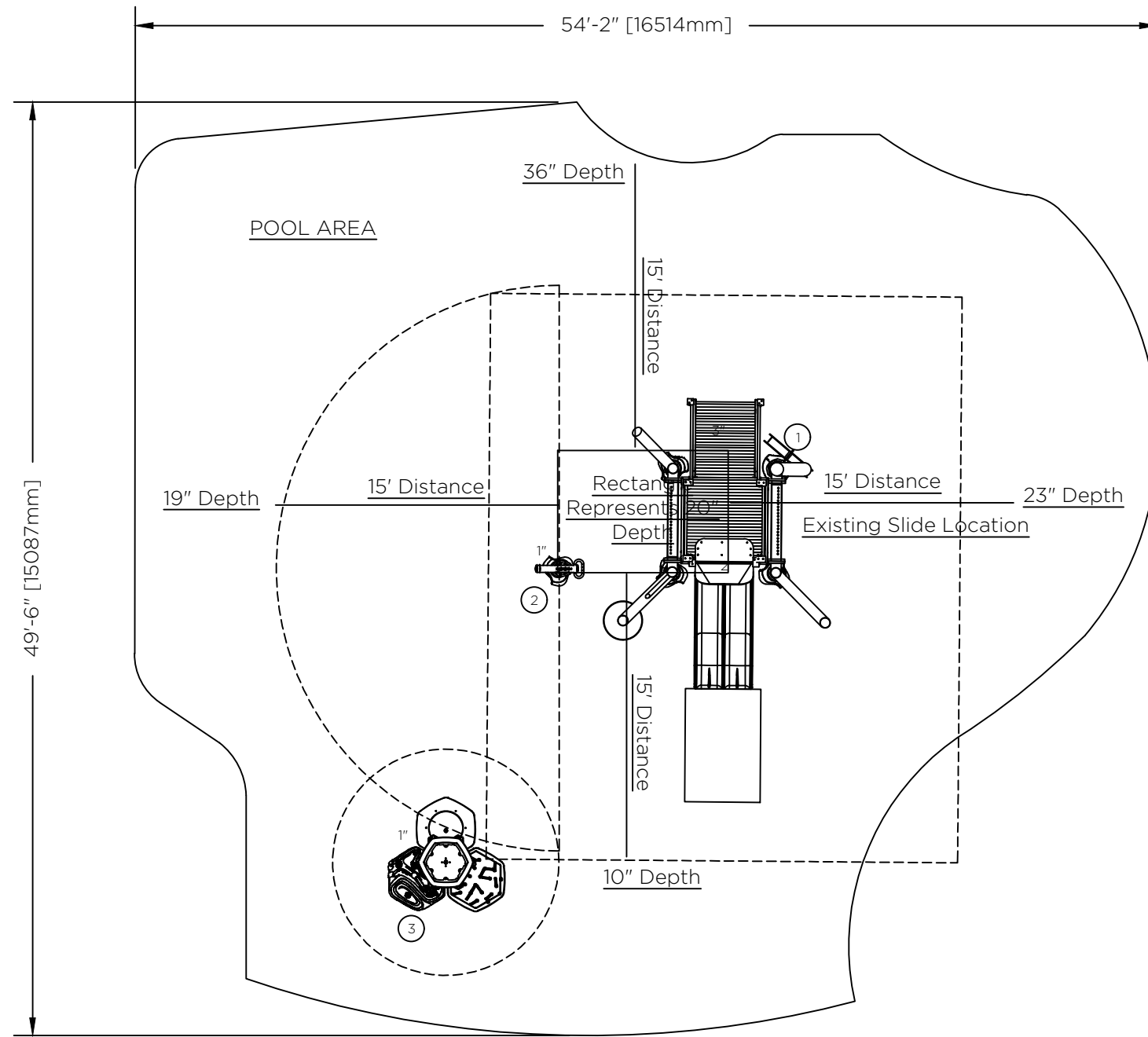


- NOTE:
1. ALL CONCRETE SLOPES TO BE 1/8"/FT MIN. AND 1/4"/FT MAX.
 2. SITE ELEVATIONS OF SPLASH PAD AND CONCRETE APRON TO BE VERIFIED BY OTHERS. AQUATIX ELEVATION REFERENCE IS 0'-0" FOR TOP OF DRAIN BOX. ALL OTHER NOTED ELEVATIONS ARE REFERENCED FROM THAT POINT.
 3. REFER TO SPEC SHEET AND INSTALLATION DRAWING FOR EACH PRODUCT.
 4. 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.
 5. 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.
 6. 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.
 7. UNDER NO CIRCUMSTANCES SHALL THE SURROUNDING HARDSCAPE AREA BE SLOPED TO ALLOW WATER TO BE DRAINED INTO THE SPLASH PAD DECK.
 8. 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.
 11. ——— INDICATES SPLASH ZONE.
 12. SPLASH ZONES ARE APPROXIMATE. ACTUAL SPLASH ZONE MAY VARY BASED ON VARIOUS ENVIRONMENTAL CONDITIONS, FLOW RATES, SLOPE OF THE SPLASH PAD, SUBMERGENCE DEPTH AND WIND.
 13. DRAWINGS ARE SCHEMATIC ONLY.
 14. 18" OF GRANULAR FILL RECOMMENDED, OR AS SOIL CONDITIONS AND/OR LOCAL CODE REQUIRES WITH A MINIMUM OF 2500 PSF SOIL BEARING CAPACITY
 15. 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 MESH (W6 ON 4"x4" SPACING OR W10 ON 6"x6" SPACING)
 17. SCHEDULE 80 PVC TO BE UTILIZED FOR ALL SPLASH PAD MECHANICAL SYSTEM PIPING.
 18. LEVEL MOUNTING AREA REQUIRED FOR ALL 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"

DATE: **Item 4.**

REVISION:

NO.:

101 MCINLEY PARKWAY
DELAND, MN 55328
877.835.2445
aquatix.com

aquatix
by landscape structures

JOB TITLE: ANGLETON REC CENTER
SPLASH PAD

LOCATION: ANGLETON, TX

DATE: 9/27/23

DWG FILE:

CHECKED:

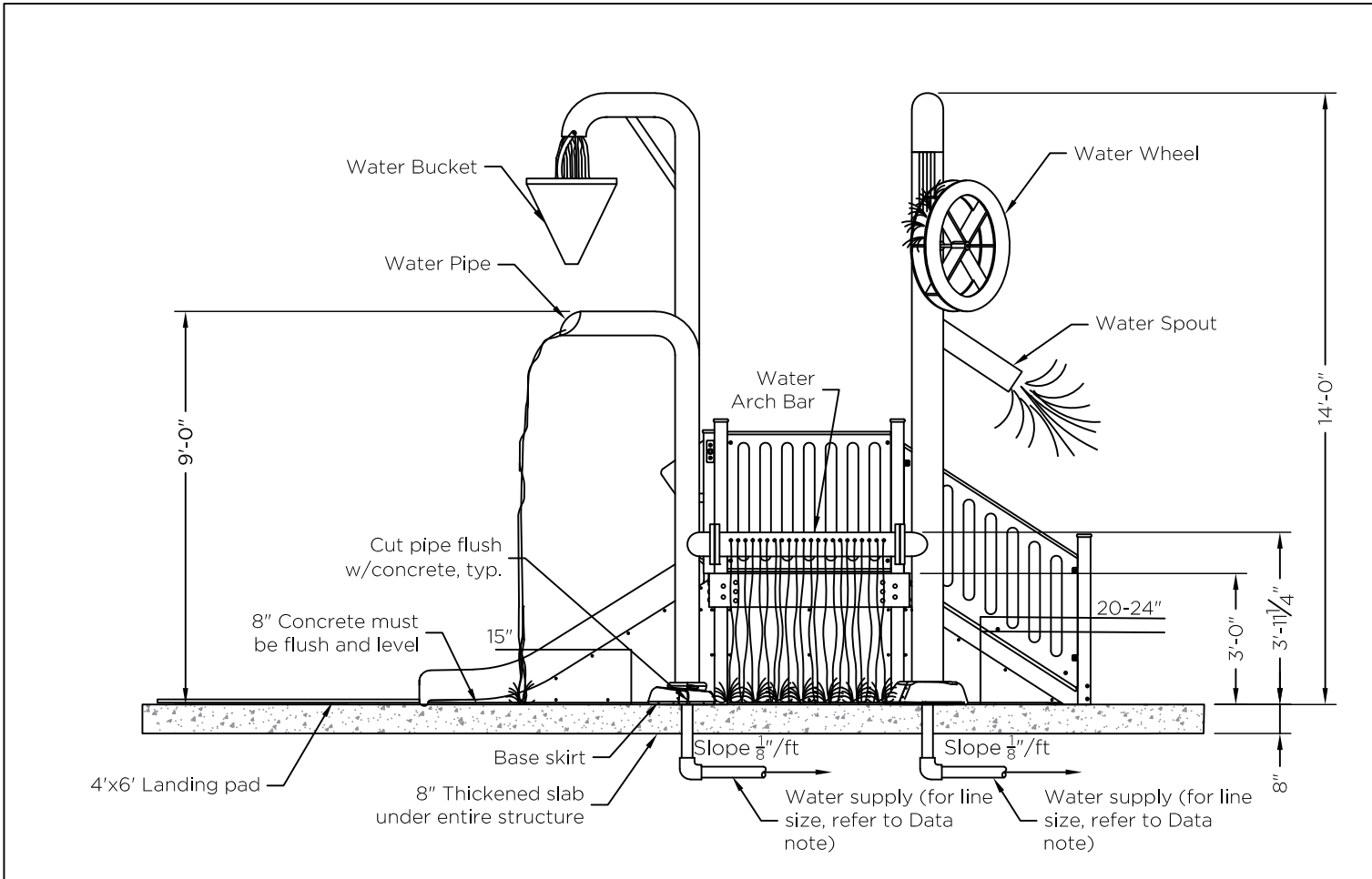
DRAWN: RB

SCALE: NOT TO SCALE

SHEET TITLE: PROPOSED SPLASH PAD SCHEMATIC LAYOUT

JOB NO: 115771-01-04

1 OF 125





Lone Star Recreation of Texas, LLC.

10701 Corporate Drive Suite 390
Stafford, TX 77477

Phone: 281-970-9010

PROPOSAL

Quote # **12111-01**

Item 4.

Contact: Andrew Morgan
Company: City of Angleton
Phone: (979) 849-4364 ext. 4111
Email: amorgan@angleton.tx.us

Ship To: Landscape Structures, Inc.
Certified Installer

Bill To: City of Angleton
121 S Velasco
Angleton, TX 77515

Installation Site: Angleton Recreation Center
1601 N Valderas St.
Angleton, TX 77515

Design Number: 1157711-01-04

Date: 10/5/2023
Proposal Expires: 11/4/2023

Terms
INCO Terms: F.O.B. Manufacturing Plant
Estimated Mfg. Lead Time: 16-18 weeks ARO*
Payment Terms:
Equipment: Based upon approved terms
Installation: Based upon approved terms

Proposal Prepared By
Contact: Vanessa Zelaya
Phone: 281-970-9010
Email: Vanessa.Zelaya@LoneStarRecreation.com

Sales
Contact: Ryan Cicatello
Phone: 281-970-9010
Email: Ryan.Cicatello@LoneStarRecreation.com

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

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED 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 <i>*This is for concrete needed to raise the floor under the elevation by no more than 6" or less.</i> - Installation of MEP <i>Installation of Aquatix Water Play Features including replacement of feature pump & motor. All piping and equipment assumed to be in acceptable working condition.</i> - Pool Floor <i>Replaster after construction is completed less than 2,000sf. Color to match existing floor or as close to existing material. Color may vary.</i>	\$ 180,000.00	\$ 180,000.00

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

Accepted by Customer _____ Date _____

EQUIPMENT	\$	165,621.00
INSTALLATION	\$	180,000.00
BUYBOARD #679-22	\$	(17,281.05)
FREIGHT	\$	12,608.00
SALES TAX		Exempt
TOTAL	\$	340,947.95

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 satisfactory 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.

Product Warranty

Item 4.

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 guarantee 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@playsi.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# 1157711-03-01 9/27/2023

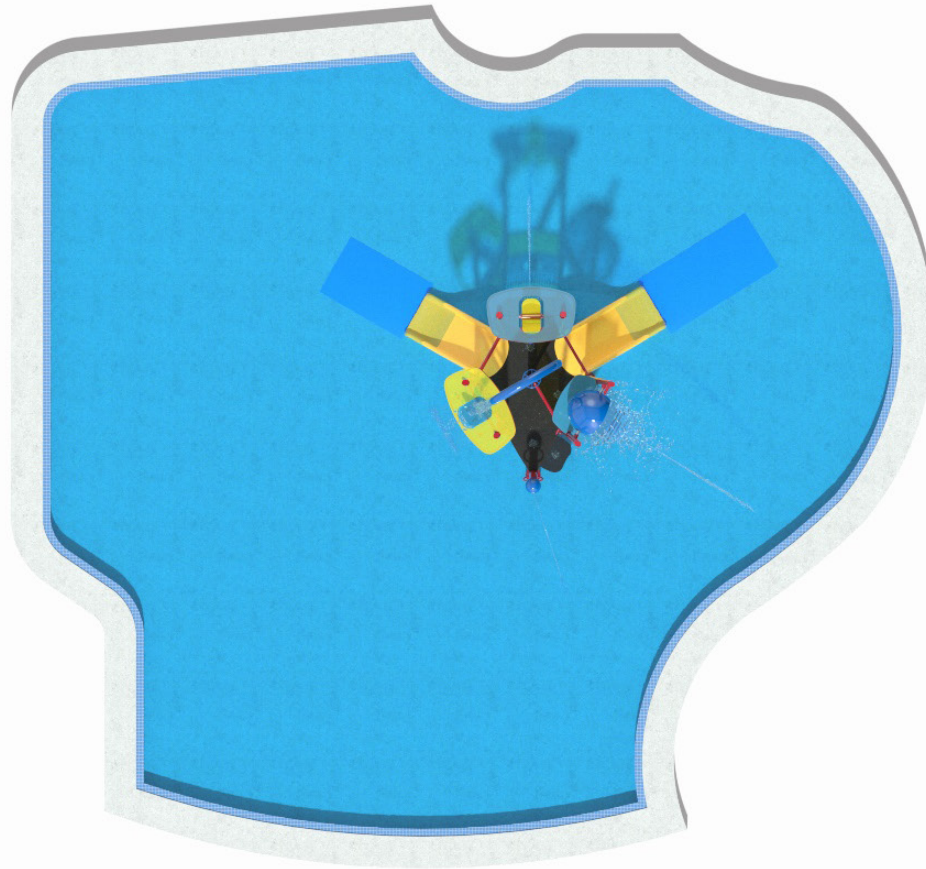






Angleton Rec Center

Design# 1157711-03-01 9/27/2023

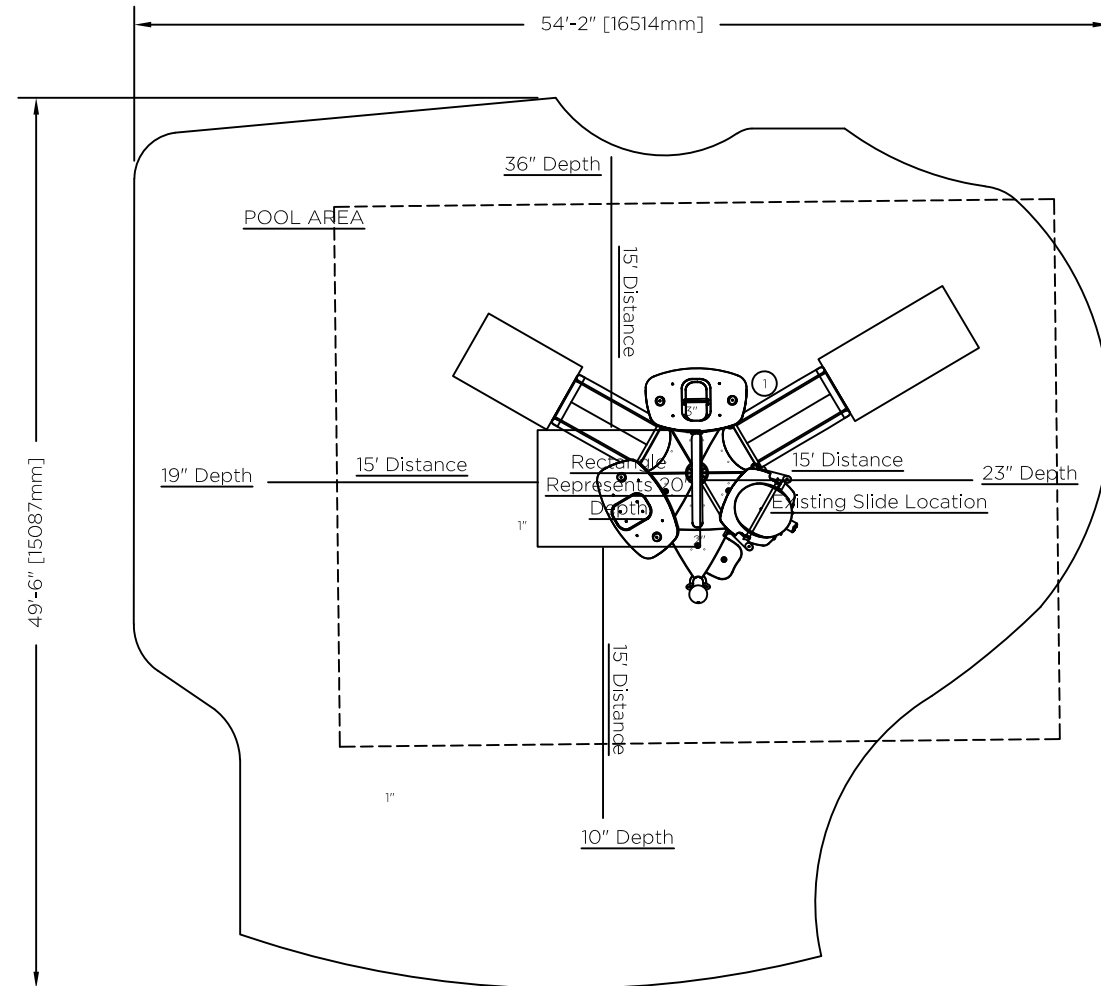


- NOTE:
- ALL CONCRETE SLOPES TO BE 1/8"/FT MIN. AND 1/4"/FT MAX.
 - SITE ELEVATIONS OF SPLASH PAD AND CONCRETE APRON TO BE VERIFIED BY OTHERS. AQUATIX ELEVATION REFERENCE IS 0'-0" FOR TOP OF DRAIN BOX. ALL OTHER NOTED ELEVATIONS ARE REFERENCED FROM THAT POINT.
 - REFER TO SPEC SHEET AND INSTALLATION 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.
 - COORDINATE EXPANSION JOINT AND SAW CUT LOCATIONS WITH PLAY EQUIPMENT LOCATIONS.
 - DRAWINGS ARE FOR DESIGN/LAYOUT PURPOSES ONLY. PLEASE SEE AQUATIX BY LANDSCAPE STRUCTURES FOR INCLUDED STRUCTURES, EQUIPMENT, SERVICES, AND EXCLUSIONS.
 - INDICATES SPLASH ZONE.
 - SPLASH ZONES ARE APPROXIMATE. ACTUAL SPLASH ZONE MAY VARY BASED ON VARIOUS ENVIRONMENTAL CONDITIONS, FLOW RATES, SLOPE OF THE SPLASH PAD, SUBMERGENCE DEPTH AND WIND.
 - DRAWINGS ARE SCHEMATIC ONLY.
 - 18" OF GRANULAR FILL RECOMMENDED, OR AS 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
 - CONCRETE REINFORCEMENT TO BE #4 REBAR @12" O.C. EACH WAY OR EQUIVALENT WELDED WIRE MESH (W6 ON 4"x4" SPACING OR W10 ON 6"x6" SPACING)
 - SCHEDULE 80 PVC TO BE UTILIZED FOR ALL SPLASH PAD MECHANICAL SYSTEM PIPING.
 - LEVEL MOUNTING AREA REQUIRED FOR ALL PRODUCTS
 - 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: 150 GPM

PRELIMINARY
FOR BID ONLY

NOT FOR
CONSTRUCTION

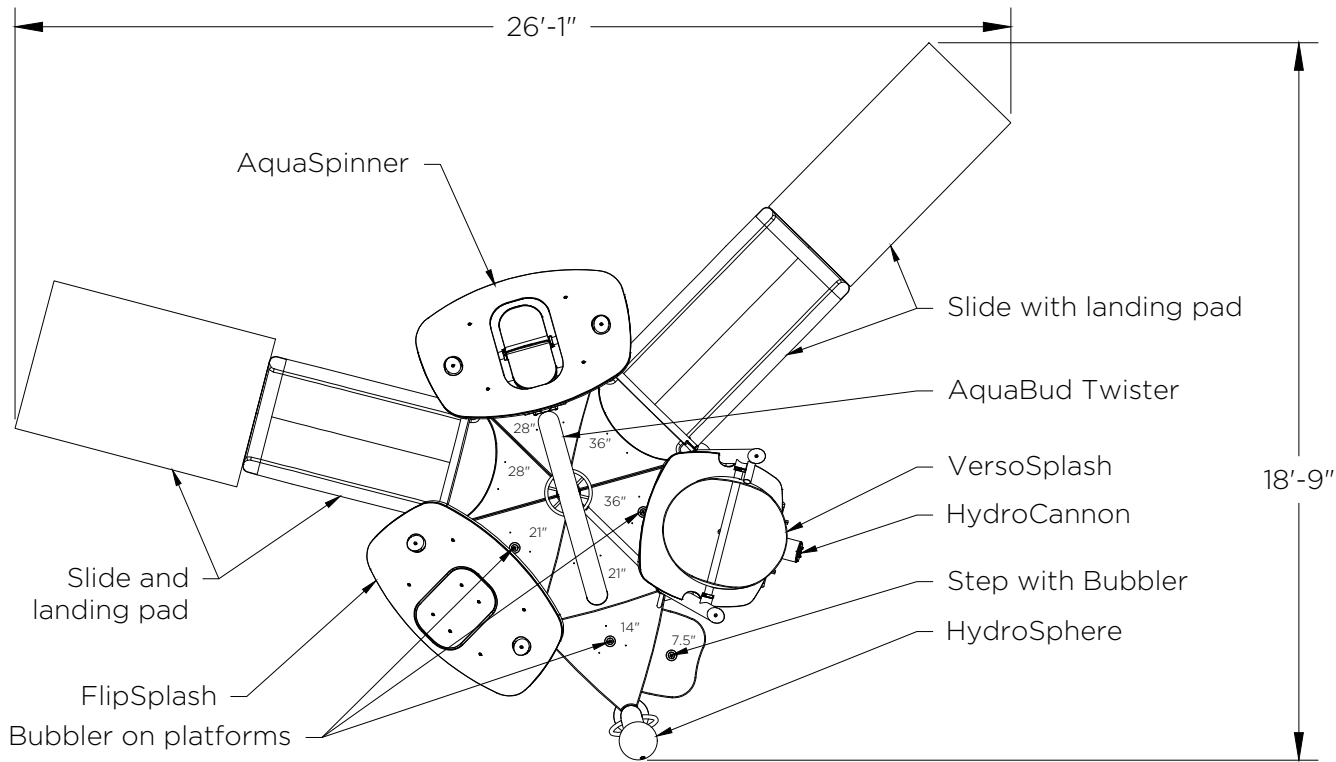


*EXISTING PLUMBING AND PUMPING SYSTEMS
NEED TO BE VERIFIED THAT THEY ARE COMPATIBLE
WITH PROPOSED EQUIPMENT.

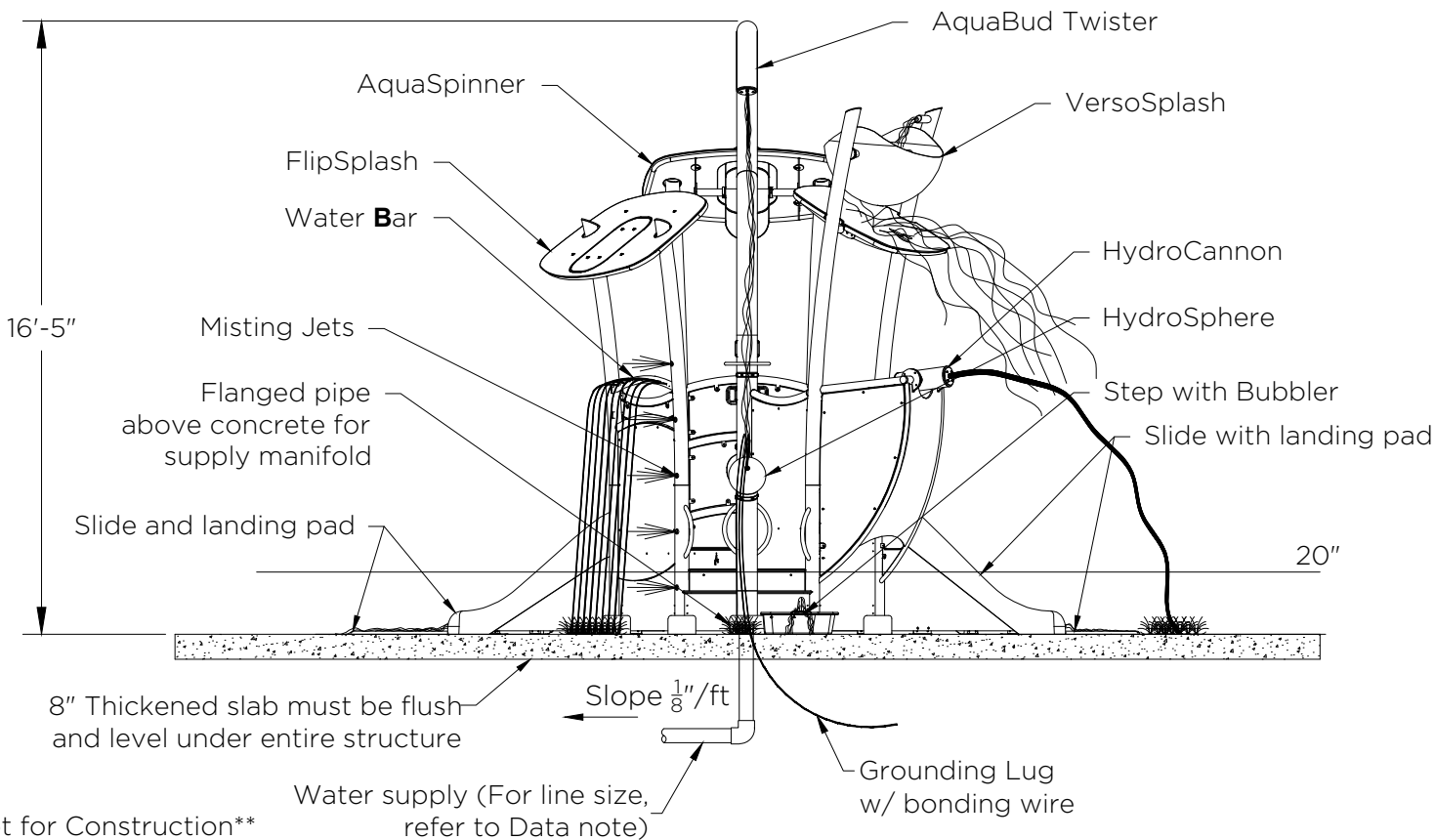
NO	PRODUCT	QTY	GPM	LINE SIZE
1	HYDRAHUB 1	1	150	4"

DATE	Item 4.
NO.	
REVISION	
101 MCINLEY PARKWAY BELLEVUE, MN 55228 612-224-4435 aquatixllc.com	
 by landscape structures	
JOB TITLE	ANGLETON REC CENTER SPLASH PAD
LOCATION	ANGLETON, TX
DATE	9/27/23
DWG. FILE	
CHECKED	
DRAWN	
SCALE	NOT TO SCALE
SHEET TITLE PROPOSED SPLASH PAD SCHEMATIC LAYOUT	
JOB NO.	115771-03-01
OF	135

TOP VIEW



FRONT VIEW



*Not for Construction**



1101 McKinley Parkway
 Delano, MN 55328
 877-632-0503
 Local 952-445-5135
 aquatix.playlsi.com

HYDRAHUB 1
 PLAN AND ELEVATION

JLS DRAWN BY	N.T.S. SCALE	11/12/18 DATE
-----------------	-----------------	------------------

This drawing is issued in confidence for engineering information only. This drawing shall remain the property of Aquatix and shall not be reproduced, disclosed to a third party, or manufactured anything without direct permission from Aquatix. Unauthorised use shall entitle Aquatix to all damages caused by such user including preparation charges, lost profits, damage to reputation and attorney's fees.



Lone Star Recreation of Texas, LLC.

10701 Corporate Drive Suite 390
Stafford, TX 77477

Phone: 281-970-9010

PROPOSAL

Quote # 12111-03

Item 4.

Contact: Andrew Morgan
Company: City of Angleton
Phone: (979) 849-4364 ext. 4111
Email: amorgan@angleton.tx.us

Ship To: Landscape Structures, Inc.
Certified Installer

Bill To: City of Angleton
121 S Velasco
Angleton, TX 77515

Installation Site: Angleton Recreation Center
1601 N Valderas St.
Angleton, TX 77515

Design Number: 1157711-03-01

Date: 10/5/2023
Proposal Expires: 11/4/2023

Terms
INCO Terms: F.O.B. Manufacturing Plant
Estimated Mfg. Lead Time: 16-18 weeks ARO*
Payment Terms:
Equipment: Based upon approved terms
Installation: Based upon approved terms

Proposal Prepared By
Contact: Vanessa Zelaya
Phone: 281-970-9010
Email: Vanessa.Zelaya@LoneStarRecreation.com

Sales
Contact: Ryan Cicatello
Phone: 281-970-9010
Email: Ryan.Cicatello@LoneStarRecreation.com

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

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED 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 <i>*This is for concrete needed to raise the floor under the elevation by no more than 6" or less.</i> - Installation of MEP <i>Installation of Aquatix Water Play Features including replacement of feature pump & motor. All piping and equipment assumed to be in acceptable working condition.</i> - Pool Floor <i>Replaster after construction is completed less than 2,000sf. Color to match existing floor or as close to existing material. Color may vary.</i>	\$ 195,000.00	\$ 195,000.00

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

Accepted by Customer _____ Date _____

Print Name _____ PO/Ref. # _____ Title _____

EQUIPMENT	\$	208,608.00
INSTALLATION	\$	195,000.00
BUYBOARD #679-22	\$	(20,180.40)
FREIGHT	\$	12,608.00
SALES TAX		Exempt
TOTAL	\$	396,035.60

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.

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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.

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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 guarantee 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@playsi.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





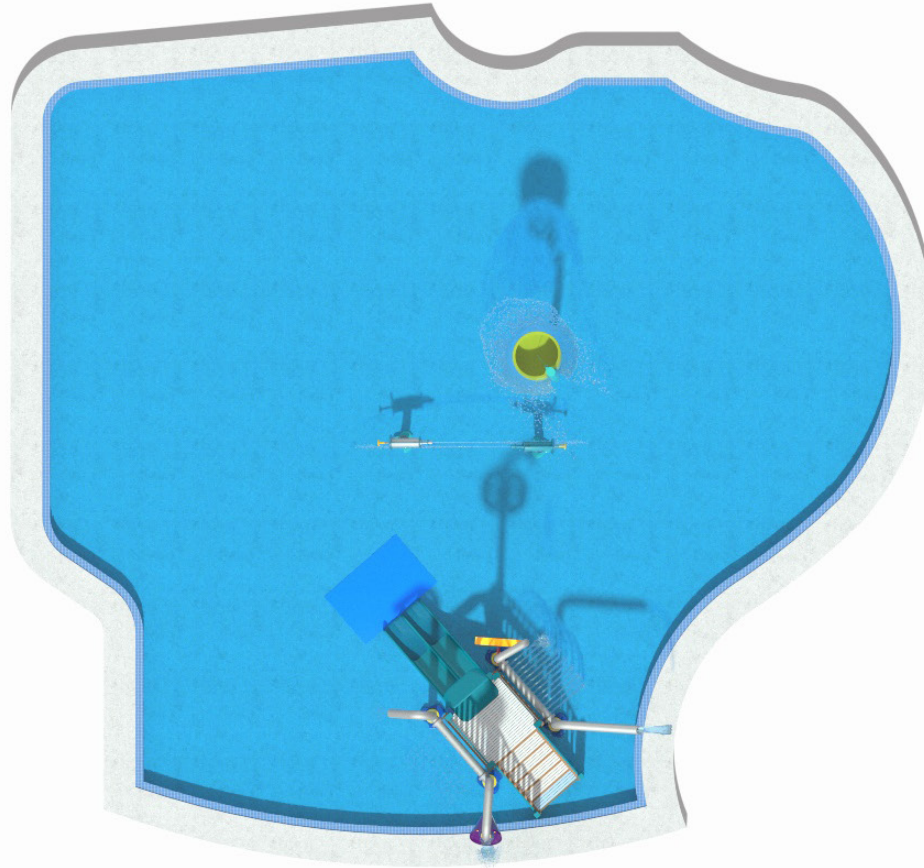






Angleton Rec Center

Design# 1157711-02-02 10/5/2023

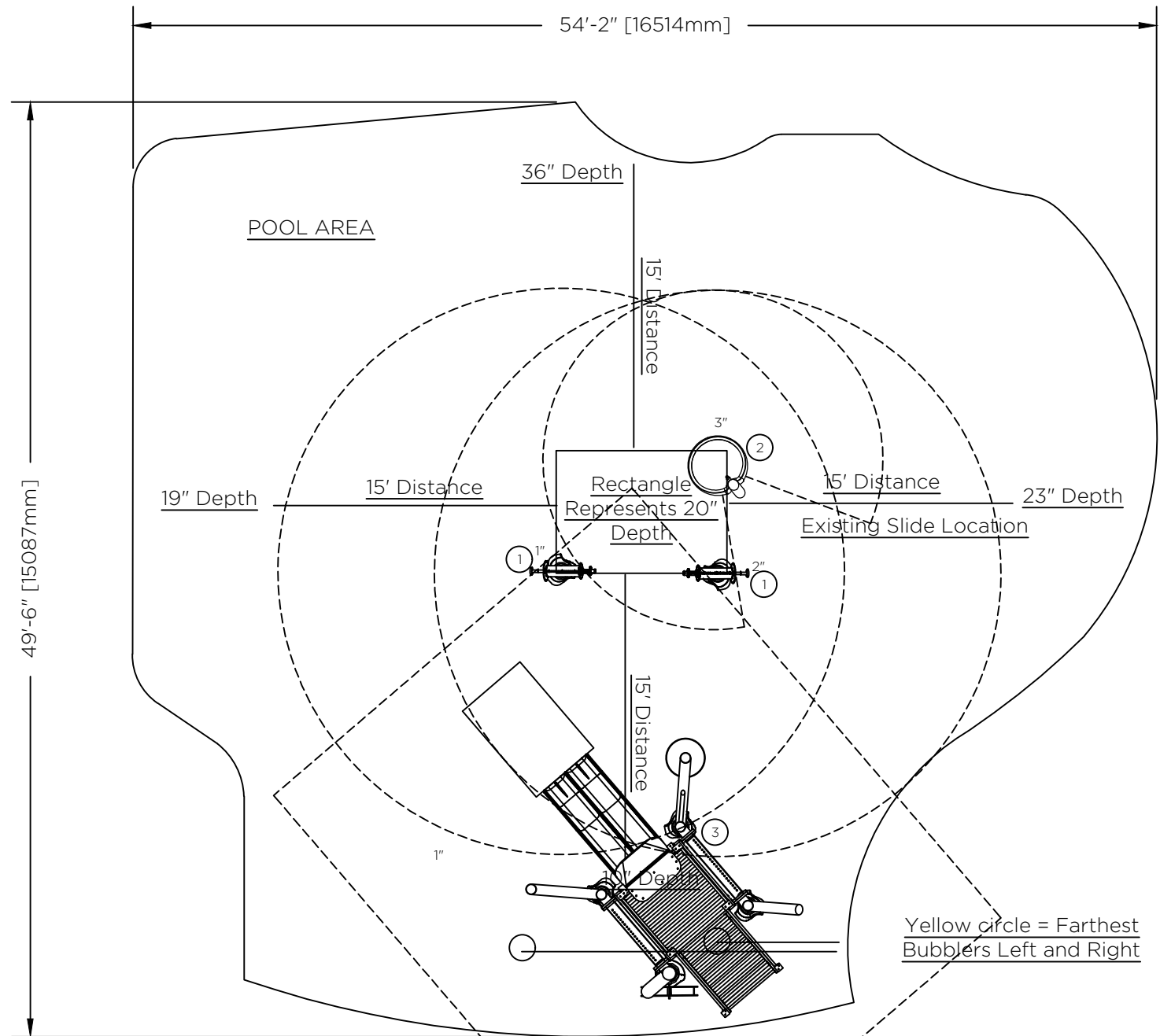


- NOTE:
1. ALL CONCRETE SLOPES TO BE 1/8"/FT MIN. AND 1/4"/FT MAX.
 2. SITE ELEVATIONS OF SPLASH PAD AND CONCRETE APRON TO BE VERIFIED BY OTHERS. AQUATIX ELEVATION REFERENCE IS 0'-0" FOR TOP OF DRAIN BOX. ALL OTHER NOTED ELEVATIONS ARE REFERENCED FROM THAT POINT.
 3. REFER TO SPEC SHEET AND INSTALLATION DRAWING FOR EACH PRODUCT.
 4. 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.
 5. 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.
 6. 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.
 7. ALL CONCRETE SURFACES TO HAVE A MEDIUM BROOM FINISH.
 8. COORDINATE EXPANSION JOINT AND SAW CUT LOCATIONS WITH PLAY EQUIPMENT LOCATIONS. DRAWINGS ARE FOR DESIGN/LAYOUT PURPOSES ONLY. PLEASE SEE AQUATIX BY LANDSCAPE STRUCTURES FOR INCLUDED STRUCTURES, EQUIPMENT, SERVICES, AND EXCLUSIONS.
 9. — INDICATES SPLASH ZONE.
 10. SPLASH ZONES ARE APPROXIMATE. ACTUAL SPLASH ZONE MAY VARY BASED ON VARIOUS ENVIRONMENTAL CONDITIONS, FLOW RATES, SLOPE OF THE SPLASH PAD, SUBMERGENCE DEPTH AND WIND.
 11. DRAWINGS ARE SCHEMATIC ONLY.
 12. 18" OF GRANULAR FILL RECOMMENDED, OR AS SOIL CONDITIONS AND/OR LOCAL CODE REQUIRES WITH A MINIMUM OF 2500 PSF SOIL BEARING CAPACITY
 13. THERE IS TO BE A MINIMUM OF 6" OF GRANULAR FILL AROUND ALL PIPING
 14. CONCRETE REINFORCEMENT TO BE #4 REBAR @12" O.C. EACH WAY OR EQUIVALENT WELDED WIRE MESH (W6 ON 4"X4" SPACING OR W10 ON 6"X6" SPACING)
 15. SCHEDULE 80 PVC TO BE UTILIZED FOR ALL SPLASH PAD MECHANICAL SYSTEM PIPING.
 16. LEVEL MOUNTING AREA REQUIRED FOR ALL PRODUCTS
 17. 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

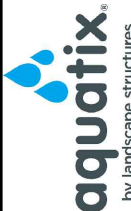
PRELIMINARY
FOR BID ONLY

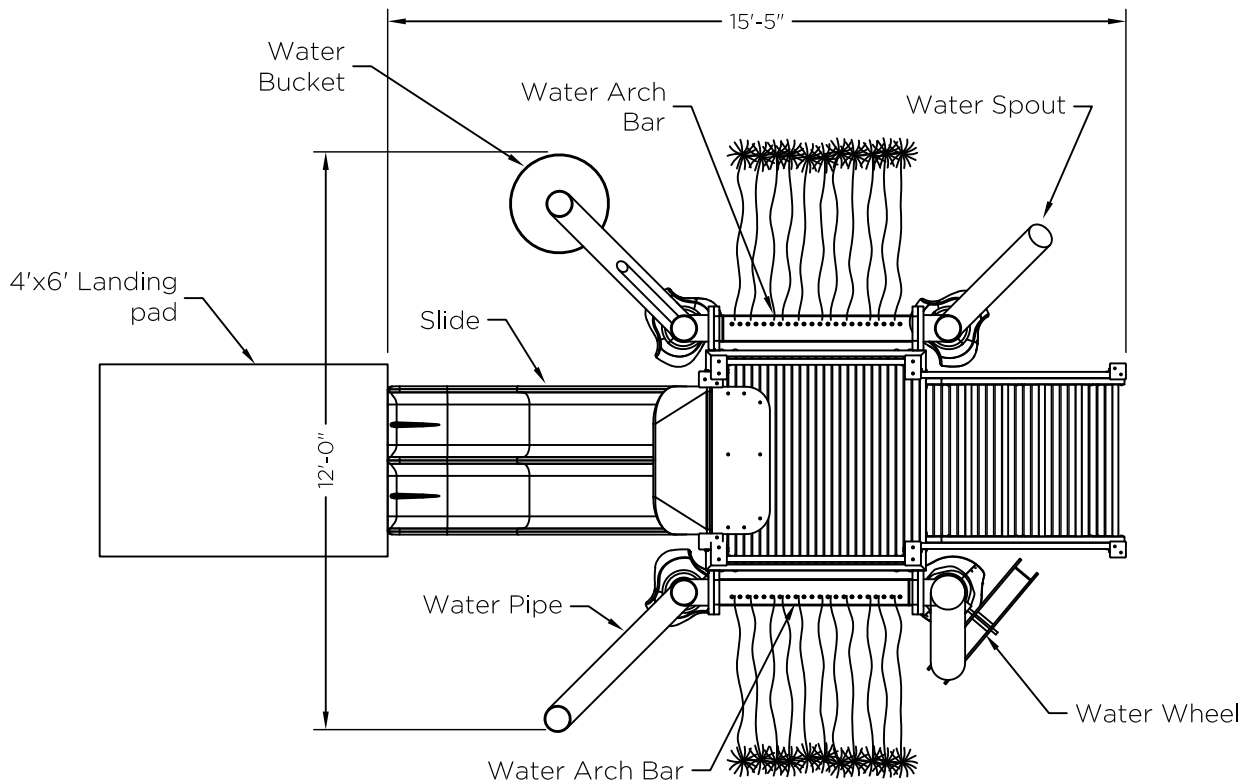
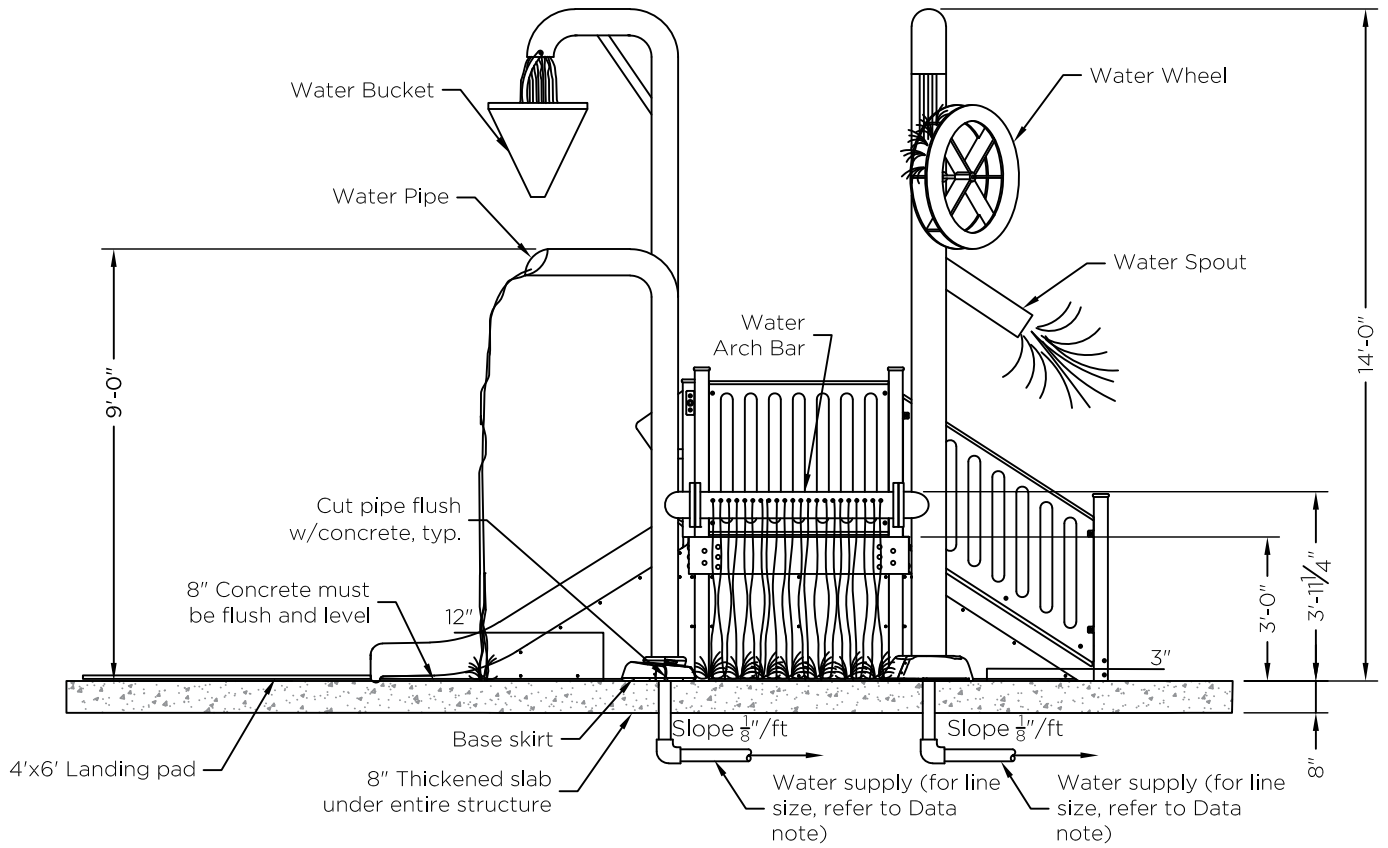
NOT FOR
CONSTRUCTION



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

NO	PRODUCT	QTY	GPM	LINE SIZE
1	JET STREAM	2	5 EA	1" EA
2	MINI FLASHFLOOD	1	10	1 1/2"
3	JUNIOR CLIMB N SLIDE	1	150	(2) 2" & (2) 3"

DATE	10/5/23
REVISION	
NO.	
 by landscape structures	
JOB TITLE	ANGLETON REC CENTER SPLASH PAD
LOCATION	ANGLETON, TX
CHECKED	
DWG FILE	
DATE	10/5/23
SCALE	NOT TO SCALE
DRAWN	
SHEET TITLE	PROPOSED SPLASH PAD SCHEMATIC LAYOUT
JOB NO.	1157711-02-02
OF	146



Not for Construction



1101 McKinley Parkway
 Delano, MN 55328
 877-632-0503
 Local 952-445-5135
 aquatix.playlsi.com

JUNIOR CLIMB N SLIDE
 PLAN - ELEVATION

P.J.B.
 DRAWN BY

1/4"=1'-0"
 SCALE

12/28/18
 DATE

This drawing is issued in confidence for engineering information only. This drawing shall remain the property of Aquatix and may not be reproduced, disclosed to a third party, or used to manufacture anything without direct written permission from Aquatix. Unauthorized use shall entitle Aquatix to all damages caused by user including preparation charges, lost time, and damage to reputation and attorney's fees.



Lone Star Recreation of Texas, LLC.

10701 Corporate Drive Suite 390
Stafford, TX 77477

Phone: 281-970-9010

PROPOSAL

Quote # **12111-02**

Item 4.

Contact: Andrew Morgan
Company: City of Angleton
Phone: (979) 849-4364 ext. 4111
Email: amorgan@angleton.tx.us

Ship To: Landscape Structures, Inc.
Certified Installer

Bill To: City of Angleton
121 S Velasco
Angleton, TX 77515

Installation Site: Angleton Recreation Center
1601 N Valderas St.
Angleton, TX 77515

Design Number: 1157711-02-02

Date: 10/5/2023
Proposal Expires: 11/4/2023

Terms
 INCO Terms: F.O.B. Manufacturing Plant
 Estimated Mfg. Lead Time: 16-18 weeks ARO*
 Payment Terms:
Equipment: Based upon approved terms
Installation: Based upon approved terms

Proposal Prepared By
 Contact: Vanessa Zelaya
 Phone: 281-970-9010
 Email: Vanessa.Zelaya@LoneStarRecreation.com

Sales
 Contact: Ryan Cicatello
 Phone: 281-970-9010
 Email: Ryan.Cicatello@LoneStarRecreation.com

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

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMT
Water Play Features - Pool Project				
2	AQ100835	Jet Stream	\$ 10,759.00	\$ 21,518.00
1	AQ100822	Mini FlashFlood	\$ 22,181.00	\$ 22,181.00
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 #1157711-02-02: - Demo of existing structure - Supply and Installation of Concrete <i>*This is for concrete needed to raise the floor under the elevation by no more than 6" or less.</i> - Installation of MEP <i>Installation of Aquatix Water Play Features including replacement of feature pump & motor. All piping and equipment assumed to be in acceptable working condition.</i> - Pool Floor <i>Replaster after construction is completed less than 2,000sf. Color to match existing floor or as close to existing material. Color may vary.</i>	\$ 195,000.00	\$ 195,000.00

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

Accepted by Customer _____ Date _____

EQUIPMENT	\$	178,648.00
INSTALLATION	\$	195,000.00
BUYBOARD #679-22	\$	(18,682.40)
FREIGHT	\$	12,608.00
SALES TAX		Exempt
TOTAL	\$	367,573.60

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 satisfactory 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.

Product Warranty

Item 4.

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

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