



Chair | John Wright

Members | Travis Townsend, William Jackson, Johnny Voss, Luis Leija, Gary Dickey, Dianna Matthys

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE ANGLETON BETTER LIVING CORPORATION WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON MONDAY, APRIL 20, 2026, 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. Update and discussion on the Angleton Better Living Corporation, Recreation, and Angleton Recreation Center YTD financial statements and fund balances as of March 31, 2026.
2. Update and discussion on current Park projects supported by Angleton Better Living Corporation.
3. Discussion and possible action on funding for shade structures at Bates Park.
4. Discussion on preliminary budget for Parks, Recreation, Angleton Recreation Center, and Angleton Better Living Corporation division budgets for fiscal year 2026-2027.

**COMMUNICATION FROM BOARD MEMBERS**

**ADJOURNMENT**

**CERTIFICATION**

I, Desiree Henson, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City’s website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Tuesday, April 14, 2026, by 6:00 p.m. and remained so posted continuously for at least three business days preceding the scheduled time of said meeting.

/S/	Desiree	Henson	-	JO
Desiree		Henson,		TRMC
City Secretary				

*Public participation is solicited without regard to race, color, religion, sex, age, national origin, disability, or family status. In compliance with the Americans with Disabilities Act, the City of Angleton will provide reasonable modifications and/or auxiliary aids for persons with disabilities needing special accommodation to participate in this proceeding, or those requiring language assistance (free of charge) attending any City-sponsored meetings. Please contact the City's ADA Coordinator, Colleen Martin, no later than seventy-two (72) hours prior to the meeting, at 979-849-4364, extension 2132, or email [cmartin@angleton.tx.us](mailto:cmartin@angleton.tx.us) to arrange auxiliary aides or accommodations necessary.*



CITY OF ANGLETON  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: MARCH 31ST, 2026

Item 1.

40 -ANGLETON BETTER LIVING

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>MISCELLANEOUS</u>						
40-300-800 INTEREST INCOME	2,579	689.83	4,493.76	0.00 (	1,914.76)	174.24
40-300-801 SALES TAX PORTION	2,409,277	168,641.76	767,413.96	0.00	1,641,863.04	31.85
40-300-822 TRANSFER FOR BATES FIELD	0	350,000.00	350,000.00	0.00 (	350,000.00)	0.00
40-300-822.TRANSFER FOR FREEDOM PARK	0	350,000.00	350,000.00	0.00 (	350,000.00)	0.00
40-300-822.TRANSFER FOR ABIGAL PARK	0	325,000.00	325,000.00	0.00 (	325,000.00)	0.00
40-300-860 TRANSFER FROM ANG ACT CENTER	0	0.00	0.00	0.00	0.00	0.00
40-300-899 MISCELLANEOUS INCOME	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	2,411,856	1,194,331.59	1,796,907.72	0.00	614,948.28	74.50
<u>TRANSFERS</u>						
40-300-900 TRANSFER FROM FUND BALANCE	0	0.00	0.00	0.00	0.00	0.00
40-300-921 2018 DEBT ISSUE	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	2,411,856	1,194,331.59	1,796,907.72	0.00	614,948.28	74.50

CITY OF ANGLETON  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: MARCH 31ST, 2026

Item 1.

40 -ANGLETON BETTER LIVING

DEPARTMENT - 06-MAINTENANCE DEPT.

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>SERVICES</u>						
40-506-415 ABL-LEGAL & PROFESSIONAL	2,000	652.50	652.50	0.00	1,347.50	32.63
40-506-425 TRAVEL AND TRAINING	0	0.00	0.00	0.00	0.00	0.00
40-506-446 Advertising	1,500	655.99	1,782.18	0.00	(282.18)	118.81
40-506-498 TRANSFER TO FUND BALANCE	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SERVICES	3,500	1,308.49	2,434.68	0.00	1,065.32	69.56
<u>MISCELLANEOUS</u>						
40-506-520 ABL-CONTINGENCY	295,536	0.00	0.00	0.00	295,536.00	0.00
40-506-599 MISCELLANEOUS EXPENSE	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	295,536	0.00	0.00	0.00	295,536.00	0.00
<u>CAPITAL EXPENDITURES</u>						
40-506-605 LAND ACQUISITION	0	0.00	0.00	0.00	0.00	0.00
40-506-615 ABL-INFRASTRUCTURE	0	0.00	0.00	0.00	0.00	0.00
40-506-625 PARK PROJECT DESIGN	0	0.00	0.00	0.00	0.00	0.00
40-506-625.01 OTHER PARK PROJECTS	<u>0</u>	<u>35,145.00</u>	<u>35,145.00</u>	<u>35,145.00</u>	<u>(70,290.00)</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES	0	35,145.00	35,145.00	35,145.00	(70,290.00)	0.00
<u>OTHER</u>						
40-506-700 TRANSFER TO FUND BALANCE	0	0.00	0.00	0.00	0.00	0.00
40-506-701 TRANSFER TO GENERAL FUND	382,338	0.00	0.00	0.00	382,338.00	0.00
40-506-705 TRANSFER TO DEBT SERVICE	697,248	0.00	582,648.75	0.00	114,599.25	83.56
40-506-719 TRANSF-LAKESIDE PARK CAPI	0	0.00	0.00	0.00	0.00	0.00
40-506-751 TRANSFER TO REC CENTER IN	0	0.00	0.00	0.00	0.00	0.00
40-506-752 TRANSFER TO REC-MO CAPITA	0	0.00	0.00	0.00	0.00	0.00
40-506-760 TRANSFER TO ACT CTR OP FU	647,726	0.00	0.00	0.00	647,726.00	0.00
40-506-761 TRANSFER TO REC OP FUND	385,508	0.00	0.00	0.00	385,508.00	0.00
40-506-762 TRANSFER TO FREEDOM PARK	0	0.00	0.00	0.00	0.00	0.00
40-506-783 TRANSFER TO TPWD GRANT	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER	2,112,820	0.00	582,648.75	0.00	1,530,171.25	27.58
TOTAL 06-MAINTENANCE DEPT.	2,411,856	36,453.49	620,228.43	35,145.00	1,756,482.57	27.17
TOTAL EXPENDITURES	2,411,856	36,453.49	620,228.43	35,145.00	1,756,482.57	27.17
REVENUE OVER/(UNDER) EXPENDITURES	0	1,157,878.10	1,176,679.29	(35,145.00)	(1,141,534.29)	0.00

CITY OF ANGLETON  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: MARCH 31ST, 2026

Item 1.

50 -REC DIVISION PROGRAMS

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>PARKS &amp; RECREATION</u>						
50-300-740 TRANSFER FROM ABLC FUND BALA	385,508	0.00	0.00	0.00	385,508.00	0.00
TOTAL PARKS & RECREATION	385,508	0.00	0.00	0.00	385,508.00	0.00
<u>MISCELLANEOUS</u>						
50-300-800 INTEREST REVENUE	0	0.00	0.00	0.00	0.00	0.00
50-300-811 GENERAL PROGRAMS	16,425	2,100.00	10,179.00	0.00	6,246.00	61.97
50-300-813 YOUTH CAMPS	43,500	2,276.00	3,666.00	0.00	39,834.00	8.43
50-300-814 COMMUNITY SPECIAL EVENTS	10,900	24.00	6,635.00	0.00	4,265.00	60.87
50-300-815 FATHER DAUGHTER DANCE/MOTHER	4,000	0.00	2,932.00	0.00	1,068.00	73.30
50-300-816 HEALTH & WELLNESS	0	0.00	0.00	0.00	0.00	0.00
50-300-817 SENIOR PROGRAMS	7,927	732.00	5,149.00	0.00	2,778.00	64.96
50-300-818 MISCELLANEOUS PROGRAMS	0	200.00	575.00	0.00	( 575.00)	0.00
50-300-820 CASH OVER/SHORT	0	0.00	0.00	0.00	0.00	0.00
50-300-890 BOND ISSUE 2003	0	0.00	0.00	0.00	0.00	0.00
50-300-899 MISCELLANEOUS	<u>0</u>	<u>0.00</u>	<u>( 10.00)</u>	<u>0.00</u>	<u>10.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	82,752	5,332.00	29,126.00	0.00	53,626.00	35.20
<b>TOTAL REVENUE</b>	<b>468,260</b>	<b>5,332.00</b>	<b>29,126.00</b>	<b>0.00</b>	<b>439,134.00</b>	<b>6.22</b>

Item 1.

50 -REC DIVISION PROGRAMS

DEPARTMENT - 06-MAINTENANCE DEPT.

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>PERSONNEL SERVICES</u>						
50-506-105 SALARIES	209,082	13,072.34	91,355.56	0.00	117,726.44	43.69
50-506-106 PART TIME EARNINGS	23,752	802.75	1,955.50	0.00	21,796.50	8.23
50-506-110 OVERTIME	4,500	494.26	1,345.44	0.00	3,154.56	29.90
50-506-115 LONGEVITY	940	0.00	1,260.00	0.00	(320.00)	134.04
50-506-126 CERTIFICATION	4,200	253.86	1,580.85	0.00	2,619.15	37.64
50-506-128 SPECIAL JOB PAY	0	0.00	0.00	0.00	0.00	0.00
50-506-135 FICA	18,480	1,017.24	7,715.29	0.00	10,764.71	41.75
50-506-140 HEALTH INSURANCE	40,427	7,407.70	28,235.12	0.00	12,191.88	69.84
50-506-141 INS. SUBSIDY	0	0.00	0.00	0.00	0.00	0.00
50-506-143 PHONE ALLOWANCE	0	0.00	0.00	0.00	0.00	0.00
50-506-145 WORKERS COMP	4,823	0.00	430.04	0.00	4,392.96	8.92
50-506-150 UNEMPLOYMENT	0	0.00	0.00	0.00	0.00	0.00
50-506-155 RETIREMENT	25,327	1,650.17	12,172.35	0.00	13,154.65	48.06
50-506-165 MEDICAL EXPENSE	600	100.00	200.00	0.00	400.00	33.33
50-506-185 PAYROLL ACCRUAL	0	0.00	(1,230.68)	0.00	1,230.68	0.00
TOTAL PERSONNEL SERVICES	332,131	24,798.32	145,019.47	0.00	187,111.53	43.66
<u>SUPPLIES</u>						
50-506-203 APPAREL	1,018	0.00	371.95	0.00	646.05	36.54
50-506-205 GENERAL SUPPLIES	1,000	0.00	230.02	0.00	769.98	23.00
50-506-206 CHEMICAL SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
50-506-210 OFFICE SUPPLIES	2,175	251.99	274.98	0.00	1,900.02	12.64
50-506-212 CLEANING SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
50-506-215 POOL SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
50-506-216 VEHICLE SUPPLIES	4,000	186.31	603.26	0.00	3,396.74	15.08
50-506-220 EQUIPMENT SUPPLIES	720	66.64	199.92	0.00	520.08	27.77
TOTAL SUPPLIES	8,913	504.94	1,680.13	0.00	7,232.87	18.85
<u>REPAIR &amp; MAINTENANCE</u>						
50-506-310 EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00
50-506-315 POOL MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
50-506-316 COMPUTER MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
50-506-317 VEHICLE REPAIRS	3,000	51.12	119.27	161.83	2,718.90	9.37
50-506-320 BUILDING	0	0.00	0.00	0.00	0.00	0.00
TOTAL REPAIR & MAINTENANCE	3,000	51.12	119.27	161.83	2,718.90	9.37
<u>SERVICES</u>						
50-506-405 PHONES	2,160	297.68	893.16	0.00	1,266.84	41.35
50-506-410 UTILITIES	0	0.00	0.00	0.00	0.00	0.00
50-506-412 GENERAL PROGRAMS	10,000	100.00	1,458.70	260.35	8,280.95	17.19
50-506-413 YOUTH CAMPS	20,300	72.00	72.00	966.23	19,261.77	5.11
50-506-414 COMMUNITY EVENTS	7,200	244.11	5,353.92	0.00	1,846.08	74.36
50-506-415 FATHER DD/COMMUNITY DANCE	3,000	849.64	1,883.81	0.00	1,116.19	62.79
50-506-416 HEALTH & WELLNESS	0	0.00	0.00	0.00	0.00	0.00
50-506-417 SENIOR PROGRAMS	19,349	1,448.18	6,307.54	664.16	12,377.30	36.03
50-506-418 MISC/GENERAL PROGRAMS	2,000	280.00	991.68	0.00	1,008.32	49.58
50-506-420 DUES/SUBSCRIPTIONS	2,564	22.95	796.75	0.00	1,767.25	31.07

CITY OF ANGLETON  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: MARCH 31ST, 2026

Item 1.

50 -REC DIVISION PROGRAMS

DEPARTMENT - 06-MAINTENANCE DEPT.

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
50-506-425 TRAVEL/TRAINING	6,675	0.00	1,312.00	725.84	4,637.16	30.53
50-506-446 ADVERTISING	14,650	125.00	5,283.00	31.98	9,335.02	36.28
50-506-457 CONTRACT LABOR-INSTRUCTOR	2,000	0.00	0.00	0.00	2,000.00	0.00
50-506-458 CONTRACT LABOR	5,888	94.50	360.00	0.00	5,528.00	6.11
50-506-476 CREDIT CARD FEES	0	0.00	0.00	0.00	0.00	0.00
50-506-477 SCHOLARSHIP FUND	5,000	0.00	0.00	0.00	5,000.00	0.00
50-506-485 CONTRACT LEAGUE FEES/CHAR	0	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	100,786	3,534.06	24,712.56	2,648.56	73,424.88	27.15
<b>MISCELLANEOUS</b>						
50-506-503 SURETY & NOTARY INSURANCE	0	0.00	0.00	0.00	0.00	0.00
50-506-505 INSURANCE-GENERAL	0	0.00	1,853.80	0.00	1,853.80	0.00
50-506-506 VEHICLE INSURANCE	7,952	0.00	0.00	0.00	7,952.00	0.00
50-506-507 REC-PROPERTY & ME	0	0.00	0.00	0.00	0.00	0.00
50-506-510 EMPLOYEE APPRECIATION	600	0.00	0.00	0.00	600.00	0.00
50-506-511 TUITION REIMBURSEMENT	0	0.00	0.00	0.00	0.00	0.00
50-506-514 Rec - Enterprise Veh Leas	0	0.00	0.00	0.00	0.00	0.00
50-506-520 CONTINGENCY	0	0.00	0.00	0.00	0.00	0.00
50-506-525 REC CENTER REFUNDS	0	0.00	70.00	0.00	70.00	0.00
50-506-535 REC CENTER - LEASE PAYMEN	14,878	1,162.25	6,973.50	0.00	7,904.50	46.87
TOTAL MISCELLANEOUS	23,430	1,162.25	8,897.30	0.00	14,532.70	37.97
<b>CAPITAL EXPENDITURES</b>						
50-506-600 ACTIVITY CENTER CONSTRUCT	0	0.00	0.00	0.00	0.00	0.00
50-506-601 ACTIVITY CENTER FURNITURE	0	0.00	0.00	0.00	0.00	0.00
50-506-602 CAPITAL OUTLAY CONTINGENC	0	0.00	0.00	0.00	0.00	0.00
50-506-627 CAPITAL PROJECT	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
<b>OTHER</b>						
50-506-700 TRANSFER TO FUND BALANCE	0	0.00	0.00	0.00	0.00	0.00
50-506-740 TRANSFER TO ABLC FUND	0	0.00	0.00	0.00	0.00	0.00
50-506-751 TRANSFER TO BATES PARK PR	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER	0	0.00	0.00	0.00	0.00	0.00
TOTAL 06-MAINTENANCE DEPT.	468,260	30,050.69	180,428.73	2,810.39	285,020.88	39.13
TOTAL EXPENDITURES	468,260	30,050.69	180,428.73	2,810.39	285,020.88	39.13
REVENUE OVER/(UNDER) EXPENDITURES	0	(24,718.69)	(151,302.73)	(2,810.39)	154,113.12	0.00

CITY OF ANGLETON  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: MARCH 31ST, 2026

Item 1.

60 -ANGLETON ACTIVITY CENTER

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>PARKS &amp; RECREATION</u>						
60-300-711 FAMILY MEMBERSHIP	225,000	13,766.00	96,146.00	0.00	128,854.00	42.73
60-300-712 INDIVIDUAL MEMBERSHIP	91,971	6,619.00	40,160.00	0.00	51,811.00	43.67
60-300-713 SENIOR MEMBERSHIPS	19,971	4,448.50	19,951.00	0.00	20.00	99.90
60-300-715 ROOM RENTAL FEES	42,000	1,240.00	6,831.00	0.00	35,169.00	16.26
60-300-716 DAILY ENTRY FEE	165,000	2,860.00	25,105.00	0.00	139,895.00	15.22
60-300-717 OTHER	1,100	92.00	566.00	0.00	534.00	51.45
60-300-718 MEMBERSHIP YOUTH	0	0.00	0.00	0.00	0.00	0.00
60-300-719 MILITARY MEMBERSHIPS	0	0.00	0.00	0.00	0.00	0.00
60-300-740 TRANSFER FROM ABLC	647,726	0.00	0.00	0.00	647,726.00	0.00
60-300-741 TRANSFER FROM ABL-MO CAPITAL	0	0.00	0.00	0.00	0.00	0.00
60-300-750 LOAN PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
60-300-751 TRANSFER FROM ABLC-INFRACT	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PARKS & RECREATION	1,192,768	29,025.50	188,759.00	0.00	1,004,009.00	15.83
<u>MISCELLANEOUS</u>						
60-300-800 INTEREST	800	162.49	1,399.04	0.00	( 599.04)	174.88
60-300-801 TRANSFER FROM SWIMMING POOL	0	0.00	0.00	0.00	0.00	0.00
60-300-802 FEMA REIMBURSEMENTS-HARVEY	0	0.00	0.00	0.00	0.00	0.00
60-300-805 DONATIONS	0	0.00	0.00	0.00	0.00	0.00
60-300-811 GENERAL PROGRAMS	0	0.00	0.00	0.00	0.00	0.00
60-300-813 YOUTH CAMPS	0	180.00	180.00	0.00	( 180.00)	0.00
60-300-814 COMMUNITY SPECIAL/EVENTS	0	925.00	1,025.00	0.00	( 1,025.00)	0.00
60-300-815 FATHER DAUGHTER DANCE	0	0.00	0.00	0.00	0.00	0.00
60-300-816 HEALTH AND WELLNESS	0	0.00	0.00	0.00	0.00	0.00
60-300-817 SENIOR PROGRAMS	0	0.00	0.00	0.00	0.00	0.00
60-300-818 MISCELLANEOUS PROGRAMS	12,250	1,020.00	1,020.00	0.00	11,230.00	8.33
60-300-820 CASH OVER/SHORT	100	39.00	171.99	0.00	( 71.99)	171.99
60-300-899 MISCELLANEOUS	<u>0</u>	<u>4.00</u>	<u>21.00</u>	<u>0.00</u>	<u>( 21.00)</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	13,150	2,330.49	3,817.03	0.00	9,332.97	29.03
<u>TRANSFERS</u>						
60-300-900 TRANSFER FROM FUND BALANCE	100,000	0.00	0.00	0.00	100,000.00	0.00
60-300-903 TRANSFER FROM WATER	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL TRANSFERS	100,000	0.00	0.00	0.00	100,000.00	0.00
<b>TOTAL REVENUE</b>	<b>1,305,918</b>	<b>31,355.99</b>	<b>192,576.03</b>	<b>0.00</b>	<b>1,113,341.97</b>	<b>14.75</b>

CITY OF ANGLETON  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: MARCH 31ST, 2026

Item 1.

60 -ANGLETON ACTIVITY CENTER

DEPARTMENT - 06-MAINTENANCE DEPT.

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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PERSONNEL SERVICES

60-506-105	REC CENTER - SALARIES	198,248	15,259.12	83,920.74	0.00	114,327.26	42.33
60-506-106	REC CENTER - PT SALARIES	351,503	7,178.69	77,608.88	0.00	273,894.12	22.08
60-506-108	REC CENTER - STEP RAISE	0	0.00	0.00	0.00	0.00	0.00
60-506-109	REC CENTER - STIPEND	0	0.00	0.00	0.00	0.00	0.00
60-506-110	REC CENTER - OVERTIME	5,000	123.51	791.90	0.00	4,208.10	15.84
60-506-115	REC CENTER - LONGEVITY	540	0.00	660.00	0.00	(120.00)	122.22
60-506-120	REC CENTER - HURRICANE OT	0	0.00	0.00	0.00	0.00	0.00
60-506-121	REC CENTER - HURRICANE	0	0.00	0.00	0.00	0.00	0.00
60-506-126	REC CENTER - CERTIFICATIO	1,800	138.48	900.12	0.00	899.88	50.01
60-506-128	SPECIAL JOB PAY	0	0.00	0.00	0.00	0.00	0.00
60-506-135	REC CENTER - FICA	42,669	1,729.10	13,574.16	0.00	29,094.84	31.81
60-506-140	REC CENTER - HEALTH INS	55,097	4,870.76	27,263.42	0.00	27,833.58	49.48
60-506-141	REC CENTER - INS SUBSIDY	0	0.00	0.00	0.00	0.00	0.00
60-506-142	REC CENTER - INS COMMISSI	0	0.00	0.00	0.00	0.00	0.00
60-506-143	REC CENTER- PHONE ALLOWAN	0	0.00	0.00	0.00	0.00	0.00
60-506-145	REC CENTER - WORKER'S COM	430	0.00	4,622.96	0.00	(4,192.96)	1,075.11
60-506-150	REC CENTER - UNEMPLOYMENT	0	0.00	0.00	0.00	0.00	0.00
60-506-155	REC CENTER - RETIREMENT	23,015	1,853.23	11,985.41	0.00	11,029.59	52.08
60-506-165	REC CENTER - MEDICAL EXPE	3,200	0.00	863.84	0.00	2,336.16	27.00
60-506-185	REC CENTER - PAYROLL ACCR	0	0.00	(1,748.78)	0.00	1,748.78	0.00
<b>TOTAL PERSONNEL SERVICES</b>		<b>681,502</b>	<b>31,152.89</b>	<b>220,442.65</b>	<b>0.00</b>	<b>461,059.35</b>	<b>32.35</b>

SUPPLIES

60-506-203	REC CENT - APPAREL	3,250	0.00	1,302.46	0.00	1,947.54	40.08
60-506-205	GENERAL SUPPLIES	4,050	67.97	2,185.24	89.36	1,775.40	56.16
60-506-206	CHEMICAL SUPPLIES	29,190	0.00	914.65	0.00	28,275.35	3.13
60-506-210	OFFICE SUPPLIES	2,500	0.00	2,129.88	93.65	276.47	88.94
60-506-212	CLEANING SUPPLIES	12,000	0.00	1,821.75	786.42	9,391.83	21.73
60-506-215	POOL SUPPLIES	5,120	0.00	21.77	0.00	5,098.23	0.43
60-506-216	VEHICLE SUPPLY(GAS)	0	0.00	0.00	0.00	0.00	0.00
60-506-220	EQUIPMENT SUPPLIES	3,975	448.98	2,258.89	0.00	1,716.11	56.83
60-506-221	AAC - SMALL EQUIPMENT	2,200	0.00	1,029.96	0.00	1,170.04	46.82
<b>TOTAL SUPPLIES</b>		<b>62,285</b>	<b>516.95</b>	<b>11,664.60</b>	<b>969.43</b>	<b>49,650.97</b>	<b>20.28</b>

REPAIR & MAINTENANCE

60-506-309	R&M EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00
60-506-310	EQUIPMENT	37,000	0.00	0.00	0.00	37,000.00	0.00
60-506-315	POOL MAINTENANCE	24,500	0.00	2,474.21	2,805.00	19,220.79	21.55
60-506-316	COMPUTER MAINTENANCE	3,500	79.66	578.58	93.52	2,827.90	19.20
60-506-317	VEHICLE REPAIRS	0	0.00	0.00	0.00	0.00	0.00
60-506-320	BUILDING	85,750	9,617.21	31,374.47	9,472.36	44,903.17	47.63
<b>TOTAL REPAIR &amp; MAINTENANCE</b>		<b>150,750</b>	<b>9,696.87</b>	<b>34,427.26</b>	<b>12,370.88</b>	<b>103,951.86</b>	<b>31.04</b>

Item 1.

60 -ANGLETON ACTIVITY CENTER

DEPARTMENT - 06-MAINTENANCE DEPT.

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>SERVICES</u>						
60-506-405 TELEPHONE	1,620	160.84	482.58	0.00	1,137.42	29.79
60-506-410 UTILITIES	100,000	4,792.36	28,792.85	0.00	71,207.15	28.79
60-506-412 GENERAL PROGRAMS	550	0.00	0.00	0.00	550.00	0.00
60-506-413 YOUTH CAMPS	0	0.00	0.00	0.00	0.00	0.00
60-506-414 COMMUNITY EVENTS	1,750	52.71	137.61	4,123.28 (	2,510.89)	243.48
60-506-415 LEGAL/PROFESSIONAL FEES	0	0.00	0.00	0.00	0.00	0.00
60-506-416 HEALTH AND WELLNESS	0	0.00	0.00	0.00	0.00	0.00
60-506-417 SENIOR PROGRAMS	0	0.00	0.00	0.00	0.00	0.00
60-506-418 MISCELLANEOUS/GEN PROGRAM	0	0.00	0.00	0.00	0.00	0.00
60-506-420 DUES & SUBSCRIPTIONS	4,370	0.00	789.58	0.00	3,580.42	18.07
60-506-425 TRAVEL & TRAINING	5,650	196.46	2,801.60	23.17	2,825.23	50.00
60-506-446 ADVERTISING	750	0.00	145.00	404.59	200.41	73.28
60-506-455 AAC - CONTRACT LABOR	0	0.00	0.00	0.00	0.00	0.00
60-506-456 CONTRACT LABOR-CLEANING	36,400	0.00	11,851.00	0.00	24,549.00	32.56
60-506-457 CONTRACT LABOR-INSTRUCTOR	34,320	1,890.00	13,050.00	0.00	21,270.00	38.02
60-506-458 CONTRACT LABOR-MISC	1,300	0.00	0.00	0.00	1,300.00	0.00
60-506-460 REC-BUS SERVICES	0	0.00	0.00	0.00	0.00	0.00
60-506-461 REC CENTER-ANNUAL SOFTWARE	13,000	0.00	10,713.00	0.00	2,287.00	82.41
60-506-476 BANK CREDIT CARD CHARGES	20,000	0.00	8,383.98	0.00	11,616.02	41.92
60-506-477 SCHOLARSHIP FUND	1,000	0.00	0.00	0.00	1,000.00	0.00
60-506-485 CONTRACT LEAGUES- ESCROW	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL SERVICES</b>	<b>220,710</b>	<b>7,092.37</b>	<b>77,147.20</b>	<b>4,551.04</b>	<b>139,011.76</b>	<b>37.02</b>
<u>MISCELLANEOUS</u>						
60-506-503 SURETY & NOTARY INS	0	0.00	0.00	0.00	0.00	0.00
60-506-505 INSURANCE-GENERAL	5,312	0.00	1,853.89	0.00	3,458.11	34.90
60-506-506 VEHICLE INSURANCE	0	0.00	7,952.00	0.00 (	7,952.00)	0.00
60-506-507 PROPERTY & ME	77,709	0.00	64,967.18	0.00	12,741.82	83.60
60-506-508 INSURANCE COMMISSION	0	0.00	0.00	0.00	0.00	0.00
60-506-510 EMPLOYEE APPRECIATION	1,150	33.58	488.77	101.60	559.63	51.34
60-506-511 TUITION REIMBURSEMENT	0	0.00	0.00	0.00	0.00	0.00
60-506-514 Rec Center - Enterprise V	0	0.00	0.00	0.00	0.00	0.00
60-506-520 CONTINGENCY	100,000	0.00	0.00	0.00	100,000.00	0.00
60-506-525 REC CENTER REFUNDS	2,000	200.00	2,540.00	50.00 (	590.00)	129.50
60-506-535 REC CENTER -LEASE PAYMENT	4,500	0.00	350.35	0.00	4,149.65	7.79
60-506-535.01 Rec Center - Lease Princi	0	0.00	0.00	0.00	0.00	0.00
60-506-535.02 Rec Center - Lease Intere	0	0.00	0.00	0.00	0.00	0.00
60-506-599 REC-MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL MISCELLANEOUS</b>	<b>190,671</b>	<b>233.58</b>	<b>78,152.19</b>	<b>151.60</b>	<b>112,367.21</b>	<b>41.07</b>

CITY OF ANGLETON  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: MARCH 31ST, 2026

Item 1.

60 -ANGLETON ACTIVITY CENTER  
 DEPARTMENT - 06-MAINTENANCE DEPT.

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>CAPITAL EXPENDITURES</u>						
60-506-626 CE-Equipment	0	0.00	0.00	0.00	0.00	0.00
60-506-627 CAPITAL PROJECT	0	0.00	0.00	0.00	0.00	0.00
60-506-628 M&O CAPITAL	0	0.00	0.00	0.00	0.00	0.00
60-506-629 ENERGY SAVINGS ELECTRICAL	0	0.00	0.00	0.00	0.00	0.00
60-506-630 CAPITAL PROJECT ENGINEERI	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
<u>OTHER</u>						
60-506-700 TRANSFER TO FUND BALANCE	0	0.00	0.00	0.00	0.00	0.00
60-506-701 TRANS TO GF FOR CARDIO E	0	0.00	0.00	0.00	0.00	0.00
60-506-702 TRANSFER TO CAPT LEASE PA	0	0.00	0.00	0.00	0.00	0.00
60-506-714 TANSFER TO SF CAP REP FUN	0	0.00	0.00	0.00	0.00	0.00
60-506-719 TRANS TO CAP REV LOAN	0	0.00	0.00	0.00	0.00	0.00
60-506-740 TRANSFER TO ABLC	0	0.00	0.00	0.00	0.00	0.00
60-506-741 TRANS TO UNEMPLOYMENT FUN	0	0.00	0.00	0.00	0.00	0.00
60-506-783 TRANSFER TO TPWD-REC	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER	0	0.00	0.00	0.00	0.00	0.00
TOTAL 06-MAINTENANCE DEPT.	1,305,918	48,692.66	421,833.90	18,042.95	866,041.15	33.68
TOTAL EXPENDITURES	1,305,918	48,692.66	421,833.90	18,042.95	866,041.15	33.68
REVENUE OVER/(UNDER) EXPENDITURES	0	( 17,336.67)	( 229,257.87)	( 18,042.95)	247,300.82	0.00



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 4/20/26

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

**AGENDA CONTENT:** Update and discussion on current Park Projects.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

### EXECUTIVE SUMMARY:

The Parks & Recreation Department continues to advance several capital improvement projects funded through the 2024 Angleton Better Living Corporation (ABLC) Bond, grant funding, and City resources.

Staff is actively coordinating with contractors and consultants to maintain project schedules, address field conditions, and ensure quality delivery. The following provides an update on major projects currently underway:

### PROJECT UPDATE:

#### **Bates Park Field #6**

Construction is nearing completion, with all major components complete except for installation of dugout roofing and benches. Key infrastructure elements including grading, irrigation, drainage systems, fencing, and sod installation have been completed. The infield has been constructed with imported red clay and is undergoing final grading, while outfield laser grading has been finalized.

A final walkthrough is scheduled for April 21 to address any remaining punch list items. The field will remain closed for an estimated 30–45 day establishment period to ensure optimal playing conditions. The project remains on schedule and is expected to be ready for the national tournament this summer.



## **Freedom Park Playground Replacement**

Staff completed removal of the existing playground and necessary groundwork on April 9. Following a pre-construction meeting the same day, Crosswinds Contractors mobilized equipment on April 10, and installation of the new playground began on April 13—approximately one week ahead of schedule.

Several key components were installed during the first week, keeping the project on track for completion within the original 4-6 week timeline.







### **Freedom Park Field Expansion**

Construction is progressing following issuance of the Notice to Proceed on April 6. The contractor has completed initial surveying and mobilization and has transitioned into site work activities.

Work completed between April 13–17 includes ongoing clearing and grubbing of the field and detention pond areas, establishment of a haul road to transport material from the detention pond to the field, and installation of silt fencing for erosion control. Soil testing and proof rolling have been conducted in coordination with the testing lab to verify subgrade conditions.

The contractor is actively moving dirt from the detention pond to the field and berm areas in preparation for subgrade development, lifts, and compaction. Work is also ongoing to shape and grade the detention pond slopes.

This project is expected to reach substantial completion within approximately 90 days.





**Abigail Arias Park**

The Abigail Arias Park project continues to progress as one of the City’s more prominent park inclusions to our current park system. The Notice to Proceed has been issued for April 8th, and all required permits have been secured. The contractor, D.L. Meacham, has been actively coordinating with TNMP to ensure utility readiness ahead of construction.

Major project components, including the playground and splash pad, have already been procured and agreements executed, positioning the project for immediate construction progress. Mobilization and initial site work are scheduled to begin April 8th.

The contract includes a 150-day timeline to substantial completion, weather and site conditions permitting. Staff will continue to monitor progress closely and provide updates as key milestones are achieved.





**RECOMMENDATION:**

This item is presented for informational purposes only. No action is required.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 4/20/26

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

**AGENDA CONTENT:** Discussion and possible action on funding for shade structures at Bates Park

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** \$0

**FUNDS REQUESTED:** TBD

**FUND:** ABLC Contingency or Bond

### EXECUTIVE SUMMARY:

At the February 17, 2026 meeting, the Angleton Better Living Corporation (ABLC) requested that staff return with additional information regarding the installation of shade structures at Bates Park. This project is intended to enhance spectator comfort and improve usability of the softball complex, particularly during tournaments and peak summer months.

Staff has obtained multiple proposals for shade structures, which vary in size, quantity, and design:

- USA Shade (8 structures – 30' x 15'): \$193,000
- USA Shade (8 structures – 24' x 12'): \$165,000
- USA Shade (6 structures – 24' x 12'): \$122,000
- McKenna Contracting (6 structures – 24' x 12'): \$85,720
- McKenna Contracting (Hip structure – 45' x 30'): \$33,886

Each option includes materials and installation, with variations in total coverage and overall park impact.

No funding has been formally allocated for this project to date. If the Board chooses to proceed, funding would need to be identified through ABLC fund balance, contingency, or savings from other bond projects.

As ABLC funding is currently committed across multiple capital projects and operational support, consideration of this project may impact the timing or scope of other planned improvements.

### RECOMMENDATION:

Staff recommends that ABLC provide direction on a preferred option and funding approach. If funding is approved, staff will proceed with finalizing agreements, procurement, and installation.


**McKenna Contracting, Inc.**

21755 North Freeway, Building 9, Spring TX 77388

( 281 ) 687-0384 office ( 281 ) 907-6578 fax

 Email : [bruce.berry@mckennacontracting.net](mailto:bruce.berry@mckennacontracting.net)

February 27, 2026

**PROPOSAL**
*We hereby submit specifications and estimates for:*
**City of Angleton**

Bates Park Softball Fields 700 Bates Park Road, Angleton TX 77515

**Shade Structures for the ballfields 3 & 4** - Provide all materials and install

Hip Design for the bleachers 45' x 30'

Structure	\$ 19,336
Freight	4,850
Installation	<u>9,700</u>
Total	\$ 33,886

Engineered drawing \$ 1,100

Frame and canopy colors chart provided. Color Selection must be determined at time of ordering equipment. Warranty and Spec sheet provided

*All prices include structure, fabric, hardware*

***All items installed to safety standards set by manufacturer***

All prices include Equipment, freight and delivery, installation of structure

Expected delivery time from point of order is expected at 10 weeks and is not guaranteed by manufacturing plant. All equipment ships direct from manufacturing plant to Houston. Property has been viewed by McKenna Contracting prior to this date.

All debris to be removed from jobsite as needed and completely. Safety equipment and material to be provided by McKenna Contracting

**Terms:** 50% down payment at time of ordering, balance due upon installation

No changes to order after order is placed with manufacturing plant

***Sales Tax to be added to invoice, unless Sales Tax Exemption form is provided at time of ordering***

**Proposal Acceptance** - *I hereby authorize McKenna Contracting, Inc. to commence construction listed above for which I agree to pay the total amount specified.*

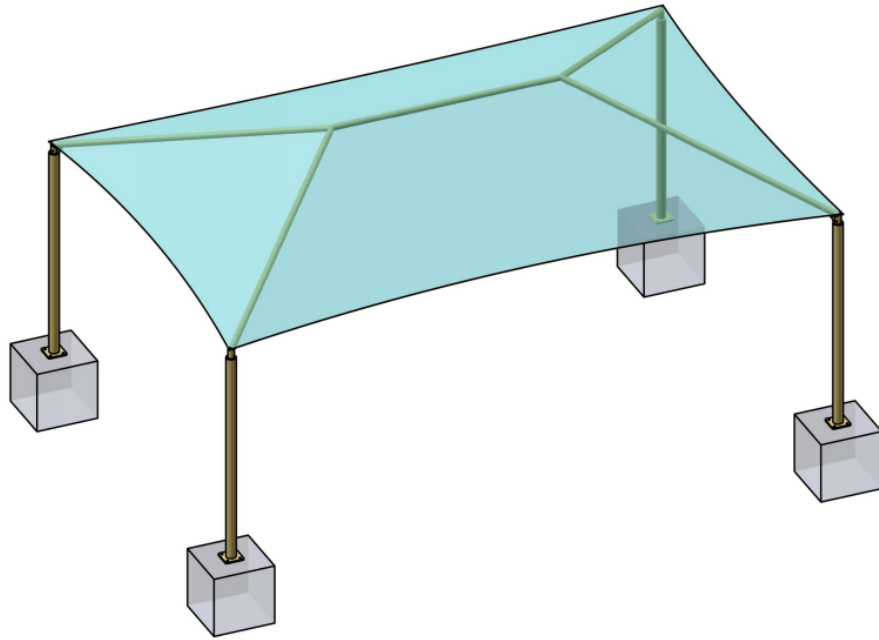
Client Signature	Date
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Please sign and fax or email all pages of this proposal to (281) 907-6578

***“Need Shade?”***

### Hip Shade

Length	45'	Width	30'	Entry Height	12'
Peak Height	18.06'	Elbow	Standard	Column Mount	Base Plate
Column Size	Ø8.6" Sch-40	Rafter Size	Ø5.0" 7-Ga	Ridge Size	Ø5.0" 7-Ga
Column Length	12.5'	Rafter Length	21.33'	Ridge Length	17.2'
Dome Qty.	1	Column Qty.	4		



*Example of Four column shade structure with hip roof*





**McKenna Contracting, Inc.**

21755 North Freeway Bldg 9, Spring TX 77388

( 281 ) 684-6012 Mobile ( 281 ) 907-6578 fax

Office (281) 651-5402

Email : [bruce.berry@mckennacontracting.net](mailto:bruce.berry@mckennacontracting.net) 1936 Old

February 28, 2026

**PROPOSAL**

*We hereby submit specifications and estimates for:*

**City of Angleton**

Bates Park Softball Fields 700 Bates Park Road, Angleton TX 77515

**Shade Structures for the ballfield** - Provide all materials and install

Cantilever Hip Design for the bleachers

24' x 12' structures

Structure	\$ 9,345
Freight	1,650
Installation	<u>4,125</u>
Total	\$ 15,120
Quantity 6	\$ 90,720
Discount	<u>-5,000</u>
Total	\$ 85,720

Price is valid for 90 days  
Engineered drawing \$ 1,100

Frame and canopy colors chart provided. Color Selection must be determined at time of ordering equipment. Warranty and Spec sheet provided

*All prices include structure, fabric, hardware*

*Price includes freight and delivery, installed at your location*

***All items installed to safety standards set by manufacturer***

All prices include Equipment, freight and delivery, installation of structure

Expected delivery time from point of order is expected at 10 weeks and is not guaranteed by manufacturing plant. All equipment ships direct from manufacturing plant to Houston. Property has been viewed by McKenna Contracting prior to this date.

All debris to be removed from jobsite as needed and completely. Safety equipment and material to be provided by McKenna Contracting

**Terms:** 50% down payment at time of ordering, balance due upon installation

No changes to order after order is placed with manufacturing plant

***Sales Tax to be added to invoice, unless Sales Tax Exemption form is provided at time of ordering***

BuyBoard 781-25 Contract Number

**Proposal Acceptance** - *I hereby authorize McKenna Contracting, Inc. to commence construction listed above for which I agree to pay the total amount specified.*

Client Signature	Date
------------------	------

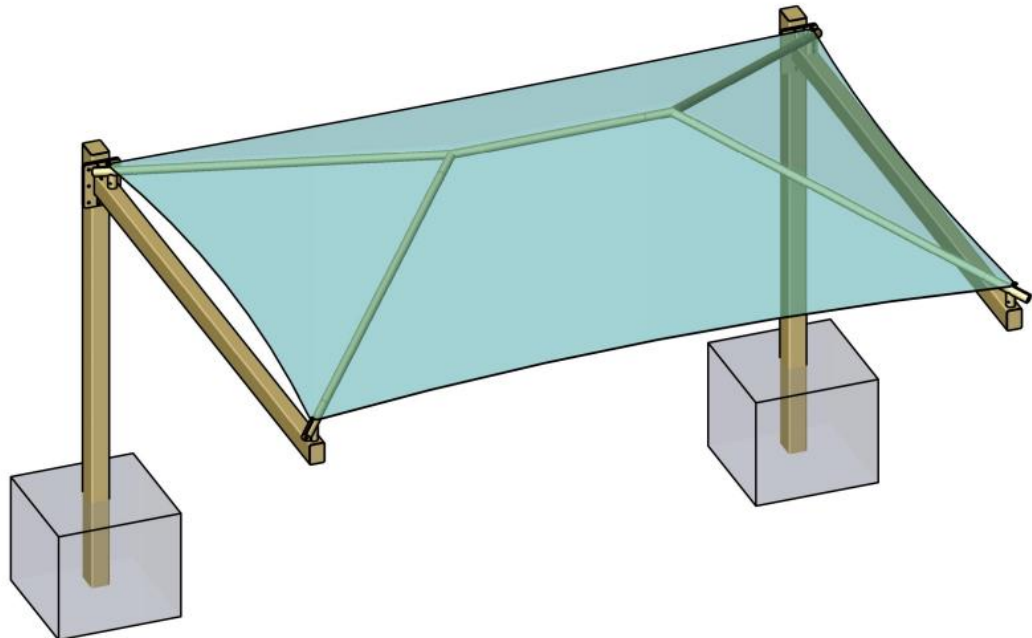
Please sign and fax or email all pages of this proposal to (281) 907-6578

***“Need Shade?”***



### Hanging Cantilever Hip Shade

<b>Length</b>	24'	<b>Width</b>	12'	<b>Entry Height</b>	11'
<b>Peak Height</b>	13.42'	<b>Elbow</b>	Standard	<b>Column Mount</b>	Embedded
<b>Column Size</b>	8"x6"x1/4"	<b>Rafter Size</b>	Ø2.875" 12-Ga	<b>Ridge Size</b>	Ø2.875" 12-Ga
<b>Column Length</b>	15'	<b>Rafter Length</b>	8.53'	<b>Ridge Length</b>	12.88'
<b>Dome Qty.</b>	1	<b>Column Qty.</b>	2	<b>Beam Size</b>	6"x4"x3/16"



### Powder Coat Color Options

#### Gloss



#### Matte, Textured or Metallic



### Fabric Color Options

#### Traditional





**USASHADE®**

Item 3.

## Shade Structure Proposal

*Pricing Valid for 15 Days*

Project Information:				Sales Information:	
<b>Purchaser:</b>	Angleton Parks and Recreation	<b>Contact:</b>	O'Mara, Jason	<b>Sales Rep:</b>	Dooling, Steve
<b>Project Name:</b>	City of Angleton - Bates Park	<b>Phone:</b>		<b>Phone:</b>	(205) 310-6529
<b>Quote No:</b>	TX0426SD28318-R0	<b>Email:</b>	jomara@angleton.tx.us	<b>Email:</b>	Steve.Dooling@USA-Shade.com
Billing Address Information:		Shipping Address Information:		Jobsite Information:	
<b>Name:</b>		<b>Name:</b>		<b>Name:</b>	
<b>Address:</b>		<b>Address:</b>	700 Bates Park Rd	<b>Address:</b>	700 Bates Park Rd
<b>City:</b>		<b>City:</b>	Angleton	<b>City:</b>	Angleton
<b>State:</b>		<b>State:</b>	TX	<b>State:</b>	TX
<b>Zip Code:</b>		<b>Zip Code:</b>	77515	<b>Zip Code:</b>	77515
<b>Contact:</b>		<b>Contact:</b>		<b>Contact:</b>	
<b>Email:</b>	jomara@angleton.tx.us	<b>Email:</b>		<b>Email:</b>	
<b>Phone:</b>		<b>Phone:</b>		<b>Phone:</b>	

### CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100 DFW  
Airport, TX 75261

### MAILING ADDRESS:

P.O. Box 3467 Coppel, TX 75019

### REMITTANCE ADDRESS:

P.O. Box 734158 Dallas, TX 75373-4158

### SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C  
Orange, CA 92867

### ARIZONA:

2415 S. 18th Place  
Phoenix, AZ 85024

### LAS VEGAS:

3111 So. Valley View Blvd. Suite B-117  
Las Vegas, NV 89102

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[www.usa-shade.com](http://www.usa-shade.com) 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



PRODUCTS					
DESCRIPTION		DETAILS			ADDITIONAL DETAILS
Full Hip Cantilever		Model Number	Dimensions	Entry Height	
QTY	IMAGE	202.5 Full Hip Cantilever	30x15	11	
6		Fabric Type	Fabric Color	Electrical Provisions	
		Shadesure	TBD	Excluded	
		Steel Finish	Steel Color	Cable/HDW Finish	
		Coastal Primer w/ Powder Coating	TBD	Galvanized	
		Footing Type	Mounting Type	Anchor Bolts	
		Drilled Pier	Recessed Base Plate	Included	
DESCRIPTION		DETAILS			ADDITIONAL DETAILS
Oversize Hip		Model Number	Dimensions	Entry Height	
QTY	IMAGE	451.1 Hip Oversize	45x40	12	
1		Fabric Type	Fabric Color	Electrical Provisions	
		Shadesure	TBD	Excluded	
		Steel Finish	Steel Color	Cable/HDW Finish	
		Coastal Primer w/ Powder Coating	TBD	Stainless Steel	
		Footing Type	Mounting Type	Anchor Bolts	
		Drilled Pier	Recessed Base Plate	Included	
PAYMENT TERMS					
<i>Payment terms subject to credit evaluation and approval</i>			ENGINEERING REQUIREMENTS		
<b>Freight</b>	INCLUDED	<b>Building Code</b>	<b>Wind Loads</b>	<b>Snow Loads</b>	
<b>Sales Tax</b>	\$0.00	IBC 2015	146	5	
<b>Engineering</b>	INCLUDED	ENGINEERING NOTES			
<b>Installation</b>	INCLUDED				
<b>TOTAL PRICE</b>	\$189,000.00				
SCOPE OF WORK/NOTES					
<p><b>MOBILIZATION</b>-All projects are single mobilization, unless otherwise stated.</p> <p><b>NOTATIONS</b>-Due to the amount of excavation, if any lines or utilities are conflicted, we are not responsible for their movement or replacement.</p> <p><b>DIGGING CONDITIONS</b>-Drillable Footers/Piers estimate does not include any rock drilling or spread footer costs. In the event we run into poor drilling conditions, the presence of water, or excessive rock, we will partner with you as to how to best handle the situation. there may be an additional charge.</p> <p><b>NONDISCLOSED UTILITIES</b>-We make every effort to ensure that we are working in areas free of utilities and irrigation. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities, it will be the client's responsibility for the cost of repair. We are not licensed to repair any utilities or irrigation.</p>					



**PERMITS-**Permits are to be obtained by the site owner. Materials cannot be fabricated until a permit or a waiver granting release is received. If USA Shade is required to permit the job, a change order will be issued.

Please see below for additional inclusions/exclusions.

### INCLUSIONS / EXCLUSIONS

INCLUDED / EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED / EXCLUDED	INSTALLATION - MISCELLANEOUS
Included	<b>Sealed Drawings &amp; Calculations</b>	Excluded	<b>Prevailing Wage / Certified Payroll</b>
Excluded	<b>Permit Submittal</b>	Excluded	<b>Union Wages</b>
Excluded	<b>Permit Fee</b>	Excluded	<b>Fencing</b>
Excluded	<b>DSA Submittal &amp; Fees</b>	Excluded	<b>Water and Electrical</b>
Included	<b>Design and Engineering of Structure</b>	Excluded	<b>Landscape Repair</b>
Included	<b>Design and Engineering of Foundation</b>	Excluded	<b>Demolition (Existing Structures)</b>
Excluded	<b>Reactions and Loads for attachment to Walls, Rooftops, or Other</b>	Excluded	<b>Payment and Performance Bonds</b>
Excluded	<b>Foundation Location and Elevation Survey</b>	Excluded	<b>Special Inspection Fees</b>

### Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 6) Barricades and public security requirements are not included.



- 7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

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## GENERAL TERMS & CONDITIONS AND WARRANTY

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- 1) **Proposal:** The above proposal is valid for **15 days** from the date first set forth above. After 15 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").



- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 4) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

“The manufacturer’s warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty.”
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the “Pricing Details” section and are specific to this contract. For purposes of this agreement, “Completion” is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the “General Scope of Work”. The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the “General Scope of Work” will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the “Notice To Proceed” is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for



custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.

11) **Return Policy for USA Shade:** At USA Shade, we strive to provide high-quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy:

1. **No Cancellations or Changes:** Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is crucial for customers to review their order details carefully before finalizing the purchase.
2. **No Returns:** Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering.
3. **Product Quality Assurance:** We take pride in delivering high-quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the product, please get in touch with our customer service department immediately for assistance.
4. **Warranty Coverage:** Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues the warranty covers, please take a look at our warranty policy for more instructions on how to proceed.
5. **Customer Support:** We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns or need help with your order, our dedicated customer support team is here to help. Don't hesitate to contact us via phone, email, or our website's contact form, and we will gladly assist you.

It is essential for customers to understand and acknowledge these terms and conditions before placing an order with USA Shade. Customers agree to abide by this return policy by proceeding with a purchase.

12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not



specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region)

13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the “General Scope of the Change Order”. Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys’ fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) **Statement of Limited Warranty:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, and fabrics all carry a ten year limited manufacturer’s warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will repair or manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
  - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated



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Item 3.

- Fabric tops attached to Coolbrella™ structures carry a three year warranty;
  - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
  - Preconstraint 502™ waterproof membrane is subject to an eight year prorated warranty.
- Sewing thread is warranted for ten years.
  - These limited warranties are effective from the date of shipped, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
  - In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
  - The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
  - Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at [warranty@usa-shade.com](mailto:warranty@usa-shade.com) for more details.
  - All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to [warranty@usa-shade.com](mailto:warranty@usa-shade.com).
  - Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
  - These limited warranties are void if:
    - the supplied structures, products, services and/or labor are not paid for in full;
    - the structures are not assembled in strict compliance with USA SHADE specifications;
    - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.



- These limited warranties do not cover defects and/or damages caused by:
  - normal wear and tear;
  - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
  - use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
  
- The limited warranties explicitly exclude:
  - workmanship related to assembly not provided by the Company or its agents;
  - fabric curtains, valances, and flat vertical panels;
  - fabric tops installed on structures that were not engineered and originally supplied by the Company.
  
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
  
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.  
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc  
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.  
Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

## 16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.



- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
  - Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
  - If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
  - Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
  - Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.
- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental



regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.

- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.
- 27) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

**PURCHASER:**

\_\_\_\_\_

Signature:

By:	NOTE: All purchase orders and contracts should be drafted in the name of
Title:	<b>Shade Structures, Inc.</b>
Date:	



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Item 3.

## Shade Structure Proposal

*Pricing Valid for 15 Days*

Project Information:				Sales Information:	
<b>Purchaser:</b>	Angleton Parks and Recreation	<b>Contact:</b>	O'Mara, Jason	<b>Sales Rep:</b>	Dooling, Steve
<b>Project Name:</b>	City of Angleton - Bates Park	<b>Phone:</b>		<b>Phone:</b>	(205) 310-6529
<b>Quote No:</b>	TX0426SD28318-R0	<b>Email:</b>	jomara@angleton.tx.us	<b>Email:</b>	Steve.Dooling@USA-Shade.com
Billing Address Information:		Shipping Address Information:		Jobsite Information:	
<b>Name:</b>		<b>Name:</b>		<b>Name:</b>	
<b>Address:</b>		<b>Address:</b>	700 Bates Park Rd	<b>Address:</b>	700 Bates Park Rd
<b>City:</b>		<b>City:</b>	Angleton	<b>City:</b>	Angleton
<b>State:</b>		<b>State:</b>	TX	<b>State:</b>	TX
<b>Zip Code:</b>		<b>Zip Code:</b>	77515	<b>Zip Code:</b>	77515
<b>Contact:</b>		<b>Contact:</b>		<b>Contact:</b>	
<b>Email:</b>	jomara@angleton.tx.us	<b>Email:</b>		<b>Email:</b>	
<b>Phone:</b>		<b>Phone:</b>		<b>Phone:</b>	

### CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100 DFW  
Airport, TX 75261

### MAILING ADDRESS:

P.O. Box 3467 Coppel, TX 75019

### REMITTANCE ADDRESS:

P.O. Box 734158 Dallas, TX 75373-4158

### SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C  
Orange, CA 92867

### ARIZONA:

2415 S. 18th Place  
Phoenix, AZ 85024

### LAS VEGAS:

3111 So. Valley View Blvd. Suite B-117  
Las Vegas, NV 89102

**NOTE:** This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

[www.usa-shade.com](http://www.usa-shade.com) 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



PRODUCTS					
DESCRIPTION		DETAILS			ADDITIONAL DETAILS
Full Hip Cantilever		Model Number	Dimensions	Entry Height	
QTY	IMAGE	202.5 Full Hip Cantilever	30x15	11	
8		Fabric Type	Fabric Color	Electrical Provisions	
		Shadesure	TBD	Excluded	
		Steel Finish	Steel Color	Cable/HDW Finish	
		Coastal Primer w/ Powder Coating	TBD	Stainless-Steel	
		Footing Type	Mounting Type	Anchor Bolts	
		Drilled Pier	Recessed Base Plate	Included	

PAYMENT TERMS		ENGINEERING REQUIREMENTS		
<i>Payment terms subject to credit evaluation and approval</i>		<b>Building Code</b>	<b>Wind Loads</b>	<b>Snow Loads</b>
<b>Freight</b>	INCLUDED	IBC 2015	146	5
<b>Sales Tax</b>	EXEMPT	<b>ENGINEERING NOTES</b>		
<b>Engineering</b>	INCLUDED			
<b>Installation</b>	INCLUDED			
<b>TOTAL PRICE</b>	\$193,000.00			

**SCOPE OF WORK/NOTES**

**MOBILIZATION**-All projects are single mobilization, unless otherwise stated.

**NOTATIONS**-Due to the amount of excavation, if any lines or utilities are conflicted, we are not responsible for their movement or replacement.

**DIGGING CONDITIONS**-Drillable Footers/Piers estimate does not include any rock drilling or spread footer costs. In the event we run into poor drilling conditions, the presence of water, or excessive rock, we will partner with you as to how to best handle the situation. there may be an additional charge.

**NONDISCLOSED UTILITIES**-We make every effort to ensure that we are working in areas free of utilities and irrigation. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities, it will be the client's responsibility for the cost of repair. We are not licensed to repair any utilities or irrigation.

**PERMITS**-Permits are to be obtained by the site owner. Materials cannot be fabricated until a permit or a waiver granting release is received. If USA Shade is required to permit the job, a change order will be issued.

Please see below for additional inclusions/exclusions.

INCLUSIONS / EXCLUSIONS			
INCLUDED / EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED / EXCLUDED	INSTALLATION - MISCELLANEOUS
Included	Sealed Drawings & Calculations	Excluded	Prevailing Wage / Certified Payroll
Excluded	Permit Submittal	Excluded	Union Wages
Excluded	Permit Fee	Excluded	Fencing



Excluded	<b>DSA Submittal &amp; Fees</b>	Excluded	<b>Water and Electrical</b>
Included	<b>Design and Engineering of Structure</b>	Excluded	<b>Landscape Repair</b>
Included	<b>Design and Engineering of Foundation</b>	Excluded	<b>Demolition (Existing Structures)</b>
Excluded	<b>Reactions and Loads for attachment to Walls, Rooftops, or Other</b>	Excluded	<b>Payment and Performance Bonds</b>
Excluded	<b>Foundation Location and Elevation Survey</b>	Excluded	<b>Special Inspection Fees</b>

### Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 6) Barricades and public security requirements are not included.
- 7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner’s property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.



- 9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

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## GENERAL TERMS & CONDITIONS AND WARRANTY

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- 1) **Proposal:** The above proposal is valid for **15 days** from the date first set forth above. After 15 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 4) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:



“The manufacturer’s warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty.”

- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company’s standard insurance. A copy of the Company’s standard insurance is available for your review prior to acceptance of the Company’s proposal.
- 7) **Payment:** Terms of payment are defined in the “Pricing Details” section and are specific to this contract. For purposes of this agreement, “Completion” is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the “General Scope of Work”. The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the “General Scope of Work” will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company’s receipt of the “Notice To Proceed” is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Return Policy for USA Shade:** At USA Shade, we strive to provide high-quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy:

1. **No Cancellations or Changes:** Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is



crucial for customers to review their order details carefully before finalizing the purchase.

2. **No Returns:** Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering.
3. **Product Quality Assurance:** We take pride in delivering high-quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the product, please get in touch with our customer service department immediately for assistance.
4. **Warranty Coverage:** Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues the warranty covers, please take a look at our warranty policy for more instructions on how to proceed.
5. **Customer Support:** We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns or need help with your order, our dedicated customer support team is here to help. Don't hesitate to contact us via phone, email, or our website's contact form, and we will gladly assist you.

It is essential for customers to understand and acknowledge these terms and conditions before placing an order with USA Shade. Customers agree to abide by this return policy by proceeding with a purchase.

- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region)
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a



Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the “General Scope of the Change Order”. Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys’ fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) **Statement of Limited Warranty:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, and fabrics all carry a ten year limited manufacturer’s warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will repair or manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
  - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
  - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
  - Individual fabric tops measuring greater than 40’ in length are covered by a non-prorated five year warranty;
  - Precontraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
- Sewing thread is warranted for ten years.



- These limited warranties are effective from the date of shipped, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed “Customer Checklist and Sign-off” form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at [warranty@usa-shade.com](mailto:warranty@usa-shade.com) for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to [warranty@usa-shade.com](mailto:warranty@usa-shade.com).
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - the supplied structures, products, services and/or labor are not paid for in full;
  - the structures are not assembled in strict compliance with USA SHADE specifications;
  - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
  - normal wear and tear;
  - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;



- use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
  - workmanship related to assembly not provided by the Company or its agents;
  - fabric curtains, valances, and flat vertical panels;
  - fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.  
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc  
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.  
Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

## 16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.



- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.



- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
  
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
  
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
  
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.
  
- 27) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

**PURCHASER:**

\_\_\_\_\_

Signature:

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**NOTE: All purchase orders and contracts should be drafted in the name of**

**Shade Structures, Inc.**



## Shade Structure Proposal

*Pricing Valid for 15 Days*

Project Information:				Sales Information:	
<b>Purchaser:</b>	Angleton Parks and Recreation	<b>Contact:</b>	O'Mara, Jason	<b>Sales Rep:</b>	Dooling, Steve
<b>Project Name:</b>	City of Angleton - Bates Park	<b>Phone:</b>		<b>Phone:</b>	(205) 310-6529
<b>Quote No:</b>	TX0426SD28318-R0	<b>Email:</b>	jomara@angleton.tx.us	<b>Email:</b>	Steve.Dooling@USA-Shade.com
Billing Address Information:		Shipping Address Information:		Jobsite Information:	
<b>Name:</b>		<b>Name:</b>		<b>Name:</b>	
<b>Address:</b>		<b>Address:</b>	700 Bates Park Rd	<b>Address:</b>	700 Bates Park Rd
<b>City:</b>		<b>City:</b>	Angleton	<b>City:</b>	Angleton
<b>State:</b>		<b>State:</b>	TX	<b>State:</b>	TX
<b>Zip Code:</b>		<b>Zip Code:</b>	77515	<b>Zip Code:</b>	77515
<b>Contact:</b>		<b>Contact:</b>		<b>Contact:</b>	
<b>Email:</b>	jomara@angleton.tx.us	<b>Email:</b>		<b>Email:</b>	
<b>Phone:</b>		<b>Phone:</b>		<b>Phone:</b>	

**CORPORATE ADDRESS:**

2580 Esters Blvd., Suite 100 DFW  
Airport, TX 75261

**MAILING ADDRESS:**

P.O. Box 3467 Coppel, TX 75019

**REMITTANCE ADDRESS:**

P.O. Box 734158 Dallas, TX 75373-4158

**SOUTHERN CALIFORNIA:**

1085 N. Main Street, Suite C  
Orange, CA 92867

**ARIZONA:**

2415 S. 18th Place  
Phoenix, AZ 85024

**LAS VEGAS:**

3111 So. Valley View Blvd. Suite B-117  
Las Vegas, NV 89102

**NOTE:** This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.



PRODUCTS					
DESCRIPTION		DETAILS			ADDITIONAL DETAILS
Full Hip Cantilever		Model Number	Dimensions	Entry Height	
QTY	IMAGE	202.5 Full Hip Cantilever	24x12	11	
8		Fabric Type	Fabric Color	Electrical Provisions	
		Shadesure	TBD	Excluded	
		Steel Finish	Steel Color	Cable/HDW Finish	
		Coastal Primer w/ Powder Coating	TBD	Stainless-Steel	
		Footing Type	Mounting Type	Anchor Bolts	
	Drilled Pier	Recessed Base Plate	Included		

PAYMENT TERMS		ENGINEERING REQUIREMENTS		
<i>Payment terms subject to credit evaluation and approval</i>		<b>Building Code</b>	<b>Wind Loads</b>	<b>Snow Loads</b>
<b>Freight</b>	INCLUDED	IBC 2015	146	5
<b>Sales Tax</b>	EXEMPT	<b>ENGINEERING NOTES</b>		
<b>Engineering</b>	INCLUDED			
<b>Installation</b>	INCLUDED			
<b>TOTAL PRICE</b>	\$165,000.00			

**SCOPE OF WORK/NOTES**

**MOBILIZATION**-All projects are single mobilization, unless otherwise stated.

**NOTATIONS**-Due to the amount of excavation, if any lines or utilities are conflicted, we are not responsible for their movement or replacement.

**DIGGING CONDITIONS**-Drillable Footers/Piers estimate does not include any rock drilling or spread footer costs. In the event we run into poor drilling conditions, the presence of water, or excessive rock, we will partner with you as to how to best handle the situation. there may be an additional charge.

**NONDISCLOSED UTILITIES**-We make every effort to ensure that we are working in areas free of utilities and irrigation. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities, it will be the client's responsibility for the cost of repair. We are not licensed to repair any utilities or irrigation.

**PERMITS**-Permits are to be obtained by the site owner. Materials cannot be fabricated until a permit or a waiver granting release is received. If USA Shade is required to permit the job, a change order will be issued.

Please see below for additional inclusions/exclusions.

INCLUSIONS / EXCLUSIONS			
INCLUDED / EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED / EXCLUDED	INSTALLATION - MISCELLANEOUS
Included	Sealed Drawings & Calculations	Excluded	Prevailing Wage / Certified Payroll
Excluded	Permit Submittal	Excluded	Union Wages
Excluded	Permit Fee	Excluded	Fencing



Excluded	<b>DSA Submittal &amp; Fees</b>	Excluded	<b>Water and Electrical</b>
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- 1) **Proposal:** The above proposal is valid for **15 days** from the date first set forth above. After 15 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the “Company”), the purchaser identified above (“you” or the “Purchaser”) agrees to purchase Shade Structures brand shade structures (“Structures”) and the services to be provided by the Company, as detailed in the “Structure Pricing” and “General Scope of Work” sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the “Owner”).
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 4) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser’s contract with Owner:



“The manufacturer’s warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty.”

- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company’s standard insurance. A copy of the Company’s standard insurance is available for your review prior to acceptance of the Company’s proposal.
- 7) **Payment:** Terms of payment are defined in the “Pricing Details” section and are specific to this contract. For purposes of this agreement, “Completion” is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the “General Scope of Work”. The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the “General Scope of Work” will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company’s receipt of the “Notice To Proceed” is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Return Policy for USA Shade:** At USA Shade, we strive to provide high-quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy:

1. **No Cancellations or Changes:** Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is



crucial for customers to review their order details carefully before finalizing the purchase.

2. **No Returns:** Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering.
3. **Product Quality Assurance:** We take pride in delivering high-quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the product, please get in touch with our customer service department immediately for assistance.
4. **Warranty Coverage:** Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues the warranty covers, please take a look at our warranty policy for more instructions on how to proceed.
5. **Customer Support:** We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns or need help with your order, our dedicated customer support team is here to help. Don't hesitate to contact us via phone, email, or our website's contact form, and we will gladly assist you.

It is essential for customers to understand and acknowledge these terms and conditions before placing an order with USA Shade. Customers agree to abide by this return policy by proceeding with a purchase.

- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region)
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a



Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the “General Scope of the Change Order”. Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys’ fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) **Statement of Limited Warranty:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, and fabrics all carry a ten year limited manufacturer’s warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will repair or manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
  - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
  - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
  - Individual fabric tops measuring greater than 40’ in length are covered by a non-prorated five year warranty;
  - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
- Sewing thread is warranted for ten years.



- These limited warranties are effective from the date of shipped, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed “Customer Checklist and Sign-off” form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at [warranty@usa-shade.com](mailto:warranty@usa-shade.com) for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to [warranty@usa-shade.com](mailto:warranty@usa-shade.com).
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - the supplied structures, products, services and/or labor are not paid for in full;
  - the structures are not assembled in strict compliance with USA SHADE specifications;
  - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
  - normal wear and tear;
  - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;



- use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
  - workmanship related to assembly not provided by the Company or its agents;
  - fabric curtains, valances, and flat vertical panels;
  - fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.  
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc  
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.  
Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

## 16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.



- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.



- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.
- 27) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

**PURCHASER:**

\_\_\_\_\_

Signature:

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**NOTE: All purchase orders and contracts should be drafted in the name of**

**Shade Structures, Inc.**



**USASHADE®**

Item 3.

## Shade Structure Proposal

*Pricing Valid for 15 Days*

Project Information:				Sales Information:	
<b>Purchaser:</b>	Angleton Parks and Recreation	<b>Contact:</b>	O'Mara, Jason	<b>Sales Rep:</b>	Dooling, Steve
<b>Project Name:</b>	City of Angleton - Bates Park	<b>Phone:</b>		<b>Phone:</b>	(205) 310-6529
<b>Quote No:</b>	TX0426SD28318-R0	<b>Email:</b>	jomara@angleton.tx.us	<b>Email:</b>	Steve.Dooling@USA-Shade.com
Billing Address Information:		Shipping Address Information:		Jobsite Information:	
<b>Name:</b>		<b>Name:</b>		<b>Name:</b>	
<b>Address:</b>		<b>Address:</b>	700 Bates Park Rd	<b>Address:</b>	700 Bates Park Rd
<b>City:</b>		<b>City:</b>	Angleton	<b>City:</b>	Angleton
<b>State:</b>		<b>State:</b>	TX	<b>State:</b>	TX
<b>Zip Code:</b>		<b>Zip Code:</b>	77515	<b>Zip Code:</b>	77515
<b>Contact:</b>		<b>Contact:</b>		<b>Contact:</b>	
<b>Email:</b>	jomara@angleton.tx.us	<b>Email:</b>		<b>Email:</b>	
<b>Phone:</b>		<b>Phone:</b>		<b>Phone:</b>	

### CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100 DFW  
Airport, TX 75261

### MAILING ADDRESS:

P.O. Box 3467 Coppel, TX 75019

### REMITTANCE ADDRESS:

P.O. Box 734158 Dallas, TX 75373-4158

### SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C  
Orange, CA 92867

### ARIZONA:

2415 S. 18th Place  
Phoenix, AZ 85024

### LAS VEGAS:

3111 So. Valley View Blvd. Suite B-117  
Las Vegas, NV 89102

**NOTE:** This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

[www.usa-shade.com](http://www.usa-shade.com) 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



PRODUCTS					
DESCRIPTION		DETAILS			ADDITIONAL DETAILS
Full Hip Cantilever		Model Number	Dimensions	Entry Height	
QTY	IMAGE	202.5 Full Hip Cantilever	24x12	11	
6		Fabric Type	Fabric Color	Electrical Provisions	
		Shadesure	TBD	Excluded	
		Steel Finish	Steel Color	Cable/HDW Finish	
		Coastal Primer w/ Powder Coating	TBD	Stainless-Steel	
		Footing Type	Mounting Type	Anchor Bolts	
	Drilled Pier	Recessed Base Plate	Included		

PAYMENT TERMS		ENGINEERING REQUIREMENTS		
<i>Payment terms subject to credit evaluation and approval</i>		<b>Building Code</b>	<b>Wind Loads</b>	<b>Snow Loads</b>
<b>Freight</b>	INCLUDED	IBC 2015	146	5
<b>Sales Tax</b>	EXEMPT	<b>ENGINEERING NOTES</b>		
<b>Engineering</b>	INCLUDED			
<b>Installation</b>	INCLUDED			
<b>TOTAL PRICE</b>	\$122,000.00			

**SCOPE OF WORK/NOTES**

**MOBILIZATION**-All projects are single mobilization, unless otherwise stated.

**NOTATIONS**-Due to the amount of excavation, if any lines or utilities are conflicted, we are not responsible for their movement or replacement.

**DIGGING CONDITIONS**-Drillable Footers/Piers estimate does not include any rock drilling or spread footer costs. In the event we run into poor drilling conditions, the presence of water, or excessive rock, we will partner with you as to how to best handle the situation. there may be an additional charge.

**NONDISCLOSED UTILITIES**-We make every effort to ensure that we are working in areas free of utilities and irrigation. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities, it will be the client's responsibility for the cost of repair. We are not licensed to repair any utilities or irrigation.

**PERMITS**-Permits are to be obtained by the site owner. Materials cannot be fabricated until a permit or a waiver granting release is received. If USA Shade is required to permit the job, a change order will be issued.

Please see below for additional inclusions/exclusions.

INCLUSIONS / EXCLUSIONS			
INCLUDED / EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED / EXCLUDED	INSTALLATION - MISCELLANEOUS
Included	Sealed Drawings & Calculations	Excluded	Prevailing Wage / Certified Payroll
Excluded	Permit Submittal	Excluded	Union Wages
Excluded	Permit Fee	Excluded	Fencing



Excluded	<b>DSA Submittal &amp; Fees</b>	Excluded	<b>Water and Electrical</b>
Included	<b>Design and Engineering of Structure</b>	Excluded	<b>Landscape Repair</b>
Included	<b>Design and Engineering of Foundation</b>	Excluded	<b>Demolition (Existing Structures)</b>
Excluded	<b>Reactions and Loads for attachment to Walls, Rooftops, or Other</b>	Excluded	<b>Payment and Performance Bonds</b>
Excluded	<b>Foundation Location and Elevation Survey</b>	Excluded	<b>Special Inspection Fees</b>

### Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 6) Barricades and public security requirements are not included.
- 7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner’s property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.



- 9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
  
- 10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

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## GENERAL TERMS & CONDITIONS AND WARRANTY

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- 7) **Payment:** Terms of payment are defined in the “Pricing Details” section and are specific to this contract. For purposes of this agreement, “Completion” is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the “General Scope of Work”. The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the “General Scope of Work” will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company’s receipt of the “Notice To Proceed” is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Return Policy for USA Shade:** At USA Shade, we strive to provide high-quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy:

1. **No Cancellations or Changes:** Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is



crucial for customers to review their order details carefully before finalizing the purchase.

2. **No Returns:** Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering.
3. **Product Quality Assurance:** We take pride in delivering high-quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the product, please get in touch with our customer service department immediately for assistance.
4. **Warranty Coverage:** Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues the warranty covers, please take a look at our warranty policy for more instructions on how to proceed.
5. **Customer Support:** We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns or need help with your order, our dedicated customer support team is here to help. Don't hesitate to contact us via phone, email, or our website's contact form, and we will gladly assist you.

It is essential for customers to understand and acknowledge these terms and conditions before placing an order with USA Shade. Customers agree to abide by this return policy by proceeding with a purchase.

- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region)
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a



Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the “General Scope of the Change Order”. Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys’ fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) **Statement of Limited Warranty:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, and fabrics all carry a ten year limited manufacturer’s warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will repair or manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
  - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
  - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
  - Individual fabric tops measuring greater than 40’ in length are covered by a non-prorated five year warranty;
  - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
- Sewing thread is warranted for ten years.



- These limited warranties are effective from the date of shipped, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed “Customer Checklist and Sign-off” form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at [warranty@usa-shade.com](mailto:warranty@usa-shade.com) for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to [warranty@usa-shade.com](mailto:warranty@usa-shade.com).
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - the supplied structures, products, services and/or labor are not paid for in full;
  - the structures are not assembled in strict compliance with USA SHADE specifications;
  - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
  - normal wear and tear;
  - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;



- use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
  - workmanship related to assembly not provided by the Company or its agents;
  - fabric curtains, valances, and flat vertical panels;
  - fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.  
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc  
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.  
Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

## 16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.



- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.



- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.
- 27) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

**PURCHASER:**

\_\_\_\_\_

Signature:

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**NOTE: All purchase orders and contracts should be drafted in the name of**

**Shade Structures, Inc.**



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 4/20/2026

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

**AGENDA CONTENT:** Discussion on preliminary budget for Parks, Recreation, Angleton Recreation Center, and Angleton Better Living Corporation division budgets for fiscal year 2026-2027.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** None                      **FUNDS REQUESTED:** None

**FUND:** None

### EXECUTIVE SUMMARY:

Staff has prepared a preliminary proposed budget for the Parks & Right-of-Way, Recreation, Angleton Recreation Center (ARC), and Angleton Better Living Corporation (ABLC) divisions for fiscal year 2026–2027. The budget reflects adjustments based on historical trends, current operational needs, and ongoing capital and program priorities.

Per direction from City Administration and Finance, staff has developed these preliminary budgets with the goal of maintaining a flat overall budget, identifying efficiencies and prioritizing essential services while minimizing increases where possible.

Additionally, the Acting City Manager has requested that staff present janitorial service options to ABLC for consideration. Based on the in-house staffing model, and excluding positions already funded through the ARC and existing Parks budget, the estimated cost eligible for ABLC participation is approximately \$116,000 annually. A 30% contribution would equate to approximately \$35,000 annually.

This item is intended to provide an initial overview and receive feedback as staff continues refining the budget in advance of the June meeting.

### Notable Budget Highlights by Division:

#### Parks & Right-of-Way

- Focus on maintaining service levels within a flat budget framework
- Prioritization of maintenance, equipment, and infrastructure needs

## Recreation Division

- Continued program growth supported through cost recovery strategies
- Adjustments to staffing and programming to align with budget targets

## Angleton Recreation Center (ARC)

- Stable revenue projections from memberships and programs
- Operational adjustments to offset increased maintenance and staffing costs

## Angleton Better Living Corporation (ABLC)

- Sales tax projections based on historical trends
- Continued support for operations, debt service, and capital projects
- Consideration of participation in janitorial personnel funding

Staff will use feedback provided to refine budget recommendations and return to ABLC with updated information for further discussion in June as which time we will discuss Parks Board Project priorities, CIP projects and long term project planning.

### **RECOMMENDATION:**

Staff recommends ABLC discuss and provide direction on preliminary budget priorities for FY 2026–2027 to assist with ongoing budget development and future capital planning.

City of Angleton, Texas								
ABLC								
40	300		FY 21-22 to FY 22-23	FY 22-23 to FY 23-24	FY 22-23 to FY 23-24	AVERAGE		
<b>Detail of Revenues</b>			7.26%	6.76%	3.75%	<b>7.01%</b>		
			<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Requested</b>	
			<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2025-2026</b>	
<b>Miscellaneous:</b>							<b>Notes - Departmental Request</b>	
	800	Interest	2,824	3,549	8,082	2,579	2,579	
	801	Sales Tax Portion	1,982,237	2,116,297	2,195,711	2,409,277	2,409,277	
	860	Transfer from Rec Center	0	0	431,807	0	0	
	899	Miscellaneous	0	5,000	5,000	0	0	
<b>Miscellaneous Subtotal</b>			<b>1,985,062</b>	<b>2,124,846</b>	<b>2,640,599</b>	<b>2,411,856</b>	<b>2,411,856</b>	
<b>Transfers:</b>								
	900	Transfer From Fund Balance	0	0	0	0	0	
	921	2018 Debt Issue	0	0	0	0	0	
<b>Transfers Subtotal</b>			<b>#REF!</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Division Total</b>			<b>#REF!</b>	<b>1,985,062</b>	<b>2,124,846</b>	<b>2,411,856</b>	<b>2,411,856</b>	

City of Angleton, Texas								
ABLC								
40	506							
Detail of Expenditure								
			Actual	Actual	Actual	Budget	Requested	
			2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Notes - Departmental Request
<b>Services:</b>								
415	ABLC -Legal & Professional		3,745	2,170	2,100	2,000	2,000	
425	Travel & Training		0	0	0	0	0	
446	Advertising		0	1,528	1,500	1,500	1,500	
498	Transfer to Fund Balance		0	0	0	0	0	
<b>Services Subtotal</b>			<b>3,745</b>	<b>3,698</b>	<b>3,600</b>	<b>3,500</b>	<b>3,500</b>	
<b>Miscellaneous:</b>								
520	ABLC - Contingency		131,792	253,123	49,677	295,536	360,181	
599	Miscellaneous Expense		0	0	0	0	0	
<b>Miscellaneous Subtotal</b>			<b>131,792</b>	<b>253,123</b>	<b>49,677</b>	<b>295,536</b>	<b>360,181</b>	
<b>Capital Expenditures:</b>								
605	Land Acquisition		0	0	0	0	0	
615	ABLC Infrastructure		0	0	0	0	0	
625	Park Project Design		0	14,705	0	0	0	
625.01	Other Park Projects		0	0	0	0	91,327	Freedom Playground debt payment
<b>Capital Outlay Subtotal</b>			<b>0</b>	<b>14,705</b>	<b>0</b>	<b>0</b>	<b>91,327</b>	
<b>Other:</b>								
700	Transfer to Fund Balance		0	0	0	0	0	
701	Transfer to General Fund		275,727	349,129	685,957	382,338	396,923	

705	Transfer to Debt Service	373,422	491,086	714,575	697,248	547,325	Debt Service (2018, 2020, 2024)
719	Transfer - Lakeside Park Capital	39,000	0	0	0	0	
743	Transfer to Park Fund	0	0	0	0	0	
751	Transfer to Rec Center Infrastructure	0	0	0	0	0	
752	Transfer to Rec-Mo Capital	0	0	0	0	0	
760	Transfer to Activity Center Op Fund	461,723	581,279	592,463	647,726	627,092	
761	Transfer to Rec Op Fund	372,703	382,878	440,458	385,508	385,508	
762	Transfer to Freedom Park	0	0	0	0	0	
<b>Other Subtotal</b>		<b>1,522,575</b>	<b>1,804,372</b>	<b>2,433,453</b>	<b>2,112,820</b>	<b>1,956,848</b>	
<b>Division Total</b>		<b>1,658,112</b>	<b>2,075,899</b>	<b>2,486,730</b>	<b>2,411,856</b>	<b>2,411,856</b>	

<b>City of Angleton, Texas</b>								
<b>Parks &amp; ROW</b>								
<b>1</b>	<b>300</b>							
<b>Detail of Revenues</b>								
			<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Requested</b>	
			<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>	<b>Notes - Departmental Request</b>
<b>Parks &amp; Recreation</b>								
	700	Registration Fees	0	0	0	0	0	
	710	Ballfield Rental Fees	4,775	6,825	1,068	1,400	1,500	
	712	Pavilion Rentals	0	0	6,690	7,500	7,500	
	715	Parks -Misc. Revenue	0	1,353	1,000	1,500	1,500	
	<b>Parks &amp; Recreation Subtotal</b>		<b>4,775</b>	<b>6,825</b>	<b>8,758</b>	<b>10,400</b>	<b>10,500</b>	
<b>Division Total</b>			<b>4,775</b>	<b>6,825</b>	<b>8,758</b>	<b>10,400</b>	<b>10,500</b>	

City of Angleton, Texas								
Parks & ROW								
1	550							
Detail of Expenditure								
			Actual	Actual	Actual	Budget	Requested	
			2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Notes - Departmental Request
<b>Personnel Services:</b>								
105	Regular Earnings		716,713	934,911	874,559	819,408	819,408	Based on filling all positions { <b>Vacancies - 3 crew members (\$34,027.53 each, total \$102,082.59) and Assist. Dir (\$85,000)</b> }
108	Step Increase		0	0	0	0	0	
110	Overtime		1,269	14,558	17,596	17,596	17,596	Package - \$17,596: Base OT plus special event pay for 15 hourly employees.
115	Longevity		3,720	4,800	5,700	5,160	5,160	Kevin - 19, Keith - 14, Epi - 8, Rickey - 7, Eddie -5, Robert - 5
120	Hurricane OT		0	0	0	0	0	
125	Auto Allowance		6,000	6,000	2,077	0	6,000	\$6,000 Car allowance for PAR Director
126	Certification		2,382	4,320	3,716	3,716	3,716	Certification pay for Parks Superintendent & Director
128	Special Job Pay		0	277	1,200	1,200	1,200	Epi bilingual pay
135	FICA		59,467	72,159	69,525	76,940	76,940	FICA based on filling all positions { <b>Vacancies - 3 vacant crew members (\$7,809.32) and Assist. Dir (\$6,502.50)</b> }
140	Health Insurance		174,915	221,853	270,371	272,834	272,834	Per Finance at based rate and 18% increase ( <b>Vacancies - \$55,076 for 3 crew members and Assist. Dir at Employee only coverage</b> )
141	Insurance Subsidy		-929	-1	6,989	0	0	
143	Phone Reimbursement		3,394	0	0	0	0	

145	Worker's Compensation	10,123	3,833	9,509	0	0	Original \$2362, Based FY 24-25 expenses and 10% increase per HR recommendation (moved to 01-559 per Finance)
150	Unemployment	0	0	2,000	0	0	Original \$2000, Staff was directed by HR to include funds for unemployment. (moved to 01-559 per Finance)
155	Retirement	87,387	112,784	108,671	120,224	120,224	Based on filling all positions { <b>Vacancies - 3 vacant crew members (\$12,249.91) and Assist. Dir (\$10,200)</b> }
165	Medical Expense	1,109	150	0	0	0	Moved to 01-559 per Finance. New Hire Drug Screening & Random Drug Testing
185	Payroll Accrual	0	-25,508	0	0	0	
<b>Personnel Services Subtotal</b>		<b>1,065,550</b>	<b>1,350,136</b>	<b>1,371,913</b>	<b>1,317,078</b>	<b>1,323,078</b>	
	INCODE						
<b>Supplies:</b>							
203	Apparel	8,149	9,965	2,000	3,125	6,000	Parks staff apparel (shirts, boots, etc)
205	General Supplies	11,256	13,139	5,000	2,150	3,500	Funding for annual general supplies consisting of shop tools and supplies, signage, flags, water, safety supplies, and other miscellaneous supplies.
210	Office Supplies	145	397	500	500	500	
212	Cleaning Supplies	0	0	5,000	5,000	5,000	Cleaning supplies for park restroom, trash bags, and paper products.
215	Parks Vehicle Supplies	784	293	1,840	500	500	Park and ROW annual state inspection fees.
216	Vehicle Supply (Gas)	34,064	33,626	25,000	30,340	30,400	Parks vehicle and equipment fuel costs
220	Parks Equipment Supplies	9,566	15,900	17,000	16,500	16,000	Minor supplies, blades, belts, grease, string, small eq parts
221	Small Equipment	0	736	400	400	0	
225	Chemicals	0	0	600	600	0	Requesting KAB's continued support pesticides
<b>Supplies Subtotal</b>		<b>63,965</b>	<b>74,057</b>	<b>57,340</b>	<b>59,115</b>	<b>61,900</b>	

<b>Repair &amp; Maintenance:</b>							
305	Parks R&M Vehicles	5,931	2,036	2,000	2,000	2,000	Oil changes, flat repair, tire replacement, and repairs not covered by Enterprise Fleet.
310	Parks R&M Equipment	19,421	16,961	19,500	19,500	19,000	
315	Parks Infrastructure	24,343	25,495	30,000	30,000	30,000	Funding for annual park infrastructure. Funding for annual park infrastructure. The cost of materials has increased. Freedom scoreboards warranty has expired. More funds are needed for aging ballfield lights (BG Peck). Replacement of benches and picnic tables, playground equipment, playground border, as well as unforeseen damage not covered under insurance.
320	Building	3,402	7,865	4,500	4,500	2,215	Basic maintenance and unforeseen repairs not covered under insurance.
325	Parks R&M Other	10,379	9,002	10	0	0	Requesting KAB's continued support on downtown street light repairs
330	Parks-Vegetation Replacement	5,908	4,665	0	0	0	Requesting KAB's continued support on vegetation needs
<b>Repair &amp; Maintenance Subtotal</b>		<b>69,384</b>	<b>66,025</b>	<b>56,010</b>	<b>56,000</b>	<b>53,215</b>	
	INCODE						
<b>Services &amp; Charges:</b>							
405	Telephone	9,536	5,630	7,200	6,480	6,480	Base: \$45/month/device (12 - Director, AD, Parks Superintendent, 4 Crew Leaders phones and 5 tablets with service).
410	Utilities	65,419	70,287	80,000	72,000	72,000	
415	Parks - Legal/Professional	1,370	0	0	0	0	
420	Dues & Subscriptions	2,250	2,294	2,237	1,987	1,987	Traps membership parks, row, and board members \$877, NRPA membership \$300, and GGCPARDA (Director, AD & Superintendent) \$210; Texas TCMA \$500; Parks Super.: Pesticide License \$100,

425	Travel & Training	8,492	12,230	6,137	7,000	7,000	TRAPS Annual Conference Irving (2 employees): Registration \$800, Hotel \$800, Food \$500, NRPA Directors School: Tuition, hotel, food \$3400, Flight (\$400) TRAPS East Region Workshop & Maintenance Rodeo for Director, AD, & Parks division:\$500, and Pesticide License: \$100, Texas AgriLife Training for Parks & ROW:\$500
440	Parks - Rental Expenses	2,575	2,221	3,000	2,500	2,500	
446	Advertising	364	910	0	0	0	
455	Parks - Contract Labor	0	5,300	0	0	0	
456	Parks Irrigation	217	522	0	0	0	Requesting KAB's continued support on irrigation repairs
457	Parks - Ball Field Maintenance	16,749	29,251	15,000	15,000	15,000	Field conditioner, sod cutter, clay, chalk, paint, windscreens, and herbicide and pesticide for BG Peck, Freedom and Bates.
460	Parks - Annual Software	15,200	6,000	6,100	11,100	11,100	iWORQ-\$5400, EcoLink \$700, SOOFA \$5000
<b>Services &amp; Charges Subtotal</b>		<b>122,172</b>	<b>134,645</b>	<b>119,674</b>	<b>116,067</b>	<b>116,067</b>	
<b>Miscellaneous:</b>							
505	Insurance	0	0	3,000	0	0	
506	Vehicle Insurance	5,556	5,728	7,475	0	0	Moved to 01-559 per Finance.
507	Building Insurance	0	0	5,924	0	0	Moved to 01-559 per Finance.
510	Employee Appreciation	0	1,983	72	175	175	Employee years of services awards
511	Tuition Reimbursement	2,975	3,695	0	0	0	
515	Debt Lease Payments	0	0	0	14,467	14,467	Tractor and mower debt payment
535	Lease Payments	0	0	43,563	47,964	47,964	5 - Parks trucks under lease
538	Building Lease	7,105	18,243	18,240	0	0	
<b>Miscellaneous Subtotal</b>		<b>15,636</b>	<b>29,649</b>	<b>75,274</b>	<b>62,606</b>	<b>62,606</b>	
<b>Capital Outlay:</b>							

615	Parks - CE Infrastructure	0	0	0	0	0	
625	Parks - CE Equipment	0	0	0	0	0	
626	Parks Small Eq CE	0	0	0	0	0	
<b>Capital Outlay Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Division Total</b>		<b>1,336,706</b>	<b>1,654,511</b>	<b>1,680,211</b>	<b>1,610,866</b>	<b>1,616,866</b>	

City of Angleton, Texas							
<b>Recreation</b>							
<b>50</b>	<b>300</b>						
<b>Detail of Revenues</b>							
		<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Requested</b>	
		<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>	<b>Notes - Departmental Request</b>
<b>Parks &amp; Recreation</b>							
740	Transfers from ABLC	372,703	382,878	440,458	385,508	385,339	
<b>Parks &amp; Recreation Subtotal</b>		372,703	382,878	440,458	385,508	385,339	
<b>Miscellaneous:</b>							
805	Donations	0	0	0	0	0	
811	General Programs	188	5,630	11,939	16,425	17,000	Mini Athletes: (Tier 2): 200 Mini Athletes Youth Winter Volleyball League: (Tier 4) 7000 Youth Summer Volleyball League: (Tier 4) 6000 Women's Winter Volleyball League: (Tier 5)1700 Adult Kickball League: (Tier 5) 1500 Little Chefs of Angleton (Tier 2): 300 Public CPR Class (Tier 4): 200 Royal Tea Party (Tier 3):100
813	Youth Camps	4,772	16,410	42,193	43,500	45,500	Summer Camps(Tier 3): 39000 Road Warriors (Tier 3): 4000 Spring Break Camp (Tier 3): 2500
814	Community Special Events	2,165	7,783	8,356	10,900	8,650	Parks & Rec Month (Tier 1): Jingle Bell Fun Run & 5K (Tier 4): 6000 Family Bingo Night (Tier 4): \$150, Starry Night (Tier 1): 0 The Not So Scary Haunted House (Tier 1): 1500 Youth Tri: 1000 ARC Movie Series (Tier 1) 0
815	Father Daughter Dance/Mother Son Dance	3,970	0	635	4,000	3,000	
816	Health & Wellness	0	0	0	0	0	
817	Senior Programs	4,547	9,976	8,654	7,927	14,920	Lunch Bunch: 1080 Day Trips: 3900 Overnight 5460 Additional Day: 1620 Additional Overnight 2860
818	Miscellaneous Programs	4,116	1,690	380	375	2,600	2600 in contracted programs
820	Cash over/short	0	0	0	0	0	
899	Miscellaneous	0	15	100	0	0	

<b>City of Angleton, Texas</b>							
<b>Recreation</b>							
<b>50</b>	<b>300</b>						
<b>Detail of Revenues</b>							
		<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Requested</b>	
		<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>	<b>Notes - Departmental Request</b>
	<b>Miscellaneous Subtotal</b>	<b>19,758</b>	<b>41,504</b>	<b>72,257</b>	<b>83,127</b>	<b>91,670</b>	
	<b>Division Total</b>	<b>392,461</b>	<b>424,382</b>	<b>512,715</b>	<b>468,635</b>	<b>477,009</b>	

City of Angleton, Texas								
Recreation								
50	506							
Detail of Expenditure								
			<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Requested</b>	
			<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>	<b>Notes - Departmental Request</b>
<b>Personnel Services:</b>								
105	Regular Earnings	159,353	223,663	208,714	209,082	209,082	Recreation Superintendent, 3 Recreation Specialists	
106	Part Time Earnings	11,261	11,637	16,676	23,752	28,714	Summer Camp 8 Weeks- 5 Staff Members: \$19,800.00 1 Lead Staff Member: \$4,950.00 Spring Break Camp Help: \$400 Athletics Program Help - Youth Volleyball S/W: \$1240; Kickball: \$500; 2 Track Coaches: \$1824	
108	Step Increase	0	0	0	0	0		
109	Stipend	0	0	0	0	0		
110	Overtime	1,964	5,604	1,708	4,500	4,500	Overtime for 3 FT employees	
115	Longevity	0	900	0	940	1,500	14 yrs RS, 4 yr RS, 5 yr RS, 2 yr RS Longevity pay at the rate of \$60 for each year of service	
120	Hurricane OT	0	0	0	0	0		
121	Hurricane	0	0	0	0	0		
126	Certification	1,573	2,506	3,300	4,200	5,100	1800 - CPRP & CPO for Rec Superintendent 1500 - CTRS & CPRP for one Rec. Specialist, 900 -CPRP for one Rec Specialist, 900 - CPRP for Rec Specialist	
135	FICA	13,201	18,285	17,478	18,480	18,480		
140	Health Insurance	26,661	35,259	35,686	40,427	40,427		
141	Insurance Subsidy	0	-76	0	0	0		
142	Insurance Commission	0	0	0	0	0		

143	Phone reimbursement	660	360	0	0	0	
145	Worker's Compensation	4,219	15,478	1,036	4,823	4,823	
150	Unemployment	0	0	0	0	0	
155	Retirement	19,267	26,994	25,536	25,327	25,327	
165	Medical Expense	430	65	800	600	1,200	Drug testing of employees and new hires at \$100 per
185	Payroll Accrual	-6,407	-5,359	83	0	0	
<b>Personnel Services Subtotal</b>		<b>232,182</b>	<b>335,315</b>	<b>311,018</b>	<b>332,131</b>	<b>339,153</b>	
<b>Supplies:</b>							
203	Apparel	327	775	151	1,018	1,240	\$100 per FT employee 1 superintendent, 3 rec specialists , 4 Athletic Assistant \$130, 6 summer staff basic polo \$360, 1 camp shirts each \$50, track coaches \$150, driver shirts \$150
205	General Supplies	504	655	669	1,000	1,000	General supplies for Recreation Division: including hardware, first aid kits, programming/event supplies for staff
206	Chemical Supplies	0	0	0	0	0	
210	Office Supplies	1,542	1,239	469	2,175	1,800	Paper needs: \$200 Laminating Sleeves-\$100, Business Cards-\$400, Office Furniture -\$500, Misc Office Supplies- \$300, Postage - \$300
212	Cleaning Supplies	0	0	0	0	0	
215	Pool Supplies	0	0	0	0	0	
216	Vehicle Supply (Gas)	2,898	1,853	1,657	4,000	2,500	Fuel for two recreational vehicles and two recreational buses TRAPS Institute Irving, Spring Break Camp, Senior Trips & Lunches, TRAPS East Region monthly meetings

220	Equipment Supplies	0	463	452	720	420	Verizon vehicle trackers for two tahoes and two buses \$35/mth
<b>Supplies Subtotal</b>		<b>5,271</b>	<b>4,985</b>	<b>3,397</b>	<b>8,913</b>	<b>6,960</b>	
<b>Repair &amp; Maintenance:</b>							
310	Equipment	0	0	0	0	0	
316	Computer Maintenance	0	0	0	0	0	
317	Vehicle Repairs	3,718	1,492	713	3,000	3,000	Covers potential vehicle repairs for 1 tahoe, 1 12 passenger van, and 2 buses. Include inspections.
<b>Repair &amp; Maintenance Subtotal</b>		<b>3,718</b>	<b>1,492</b>	<b>713</b>	<b>3,000</b>	<b>3,000</b>	
<b>Services &amp; Charges:</b>							
405	Telephone	0	254	1,931	2,160	1,800	150/month for 4 Rec Division phones
412	General Programs	119	2,110	5,679	10,000	8,550	Mini Athletes: (Tier 2): 200 Youth Winter Volleyball League: (Tier 4) \$1380 Youth Summer Volleyball League: (Tier 4) \$2380 Women's Winter Volleyball League: (Tier 5) \$1000 Adult Kickball League: (Tier 5) \$1,000 Little Chefs of Angleton (Tier 2): \$350 Public CPR Class (Tier 4): \$700 Royal Tea Party (Tier 3): \$300
413	Youth Camps	2,018	5,638	12,214	20,300	21,150	Spring Break Camp (Tier 3): \$1300 Road Warriors: (Tier 3) \$2250 (field rental) Summer Camp (Tier 3): 17600 (offering 8 weeks of all day camp M-F, this would allow for 2 fields trips a week along with camp activities)

414	Community Events	1,504	4,170	4,816	7,200	7,100	Parks & Rec Month (Tier 1): 250, Jingle Bell Fun Run & 5K (Tier 4): 4000 Family Bingo Night (Tier 4): \$150, Starry Night (Tier 1): \$200, The Not So Scary Haunted House (Tier 1): 1500 Youth Tri: 1000
415	Father Daughter Dance/Comi	2,573	2,733	1,993	3,000	2,500	Father Daughter Dance (Tier 4): Decor: \$700 Candy \$300 Refreshments: \$900 Giveaway \$200 DJ: \$400
417	Senior Programs	10,829	16,223	15,468	19,349	24,225	Christmas Party \$1500 Tier 1   Valentines Social \$700 Tier 1   Thanksgiving Potluck \$1500 Tier 1 Potluck \$200 Tier 1   Bunco \$125 Tier 1   Bingo \$1760 Tier 1   Senior Socials \$1,300 Tier 1   General Program Supplies \$1,500 Tier 1   Lunch Bunch meals: \$220 Tier 1   10 Day Trips for 24 participants: \$3900 Tier 2   Day Trip Meal Reimbursements: \$220   2 Overnight Trips for 20 participants: \$5460 Tier 2 Overnight Trip Meal Reimbursements: \$320   Silver Hearts Merch: \$500 Tier 5   Additional Trip Passengers 10 Day Trips for +10 participants: \$1620 Tier 2   Day Trip Meal Reimbursements: \$220 2 Overnight Trips for +10 participants: \$2860 Tier 2   Trip Meal Reimbursements: \$320
418	Miscellaneous/General Progr	1,753	134	264	2,000	2,000	new programs 2,000

420	Dues & Subscriptions	2,051	2,452	2,294	2,564	2,616	Affiliate memberships and annual subscriptions: TRAPS Agency Membership: \$237, NRPA 1/3 of Premier Membership: \$315 Rec Spec, GGCPARDA: \$70 Canva: \$130, Sesac Music License \$650, MPLC \$850, TAAF for youth leagues \$200, OptiSign: 120 TDI on Bounce House: 42.95
425	Travel & Training	5,766	6,017	6,732	6,675	6,740	Staff CPR: \$500   TRAPS 27 Irving (3 employees): Registration \$1200, Hotel \$1000, Food \$675 Revenue School NRPA Year 2 for Rec Supt: \$3000   East Region Workshop 4 employees: \$200 CTRS Renewal: \$85 CPRP Renewal: \$70 Food Handlers Renewal: \$10
446	Advertising	9,616	15,033	15,629	14,650	13,900	3 Mailout postcards printed and posted: \$4000 each time Total: 12000 3 senior newsletters: Total:600 Signage for Community Events: \$500 Facebook ads for events and programs: \$200 Promo Items: \$500 Job posting ad for TRAPS = 100
457	Contract Labor Instructors	0	240	0	2,000	4,200	Contracted programs -\$4200 these are revenue generating programs
458	Contract Labor	0	1,441	710	5,888	5,218	Driver for 10 day trips: 1440 Driver for summer camp: \$3200 Driver for spring break camp: \$200 Driver for 1 overnight trip: 378
460	Rec-Bus Services	0	0	0	0	0	
476	Bank Credit Card Charges	0	0	0	0	0	
477	Scholarship Fund	0	0	225	5,000	5,000	Rec program scholarship
485	Contract Leagues - Escrow	334	0	0	0	0	
<b>Services &amp; Charges Subtotal</b>		<b>38,881</b>	<b>56,446</b>	<b>67,956</b>	<b>100,786</b>	<b>104,999</b>	

<b>Miscellaneous:</b>							
503	Surety & Notary Insurance	0	0	0	0	0	
505	Insurance	0	0	1,310	0	0	
506	Vehicle Insurance	1,300	5,390	6,185	7,952	8,350	
508	Insurance Commission	0	0	0	0	0	
510	Employee Appreciation	419	412	356	600	600	Summer Employee PT & FT Luncheon (4 FT @ \$100 each & 8 PT @ \$25 each)
511	Tuition Reimbursement	4,000	0	0	0	0	
520	Contingency	0	52,622	0	0	0	
525	Rec Center Refunds	0	240	0	0	0	
535	Lease Payments	1,941	1,902	47,618	14,878	13,947	Van - \$1,162.25 per month for 12 months
599	Rec-Miscellaneous	0	0	0	0	0	
<b>Miscellaneous Subtotal</b>		<b>7,660</b>	<b>60,566</b>	<b>55,468</b>	<b>23,430</b>	<b>22,897</b>	
<b>Capital Outlay:</b>							
626	CE-Equipment	0	0	0	0	0	
627	Capital Project	0	0	0	0	0	
628	M&O Capital	0	0	0	0	0	
629	Energy Savings Electrical	0	0	0	0	0	
630	Capital Project	0	0	0	0	0	
<b>Capital Outlay Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Other:</b>							
700	Transfer to Fund Balance	0	0	0	0	0	
701	Transfer to GF for Cardio Eq	0	0	0	0	0	
702	Transfer to Capt Lease Payme	0	0	0	0	0	
714	Transfer to SF Cap Rep Fund	0	0	0	0	0	
719	Trans to Cap Rev Loan	0	0	0	0	0	
741	Trans to Unemployment Func	0	0	0	0	0	

	<b>Other Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
	<b>Division Total</b>	<b>287,712</b>	<b>458,804</b>	<b>438,552</b>	<b>468,260</b>	<b>477,009</b>	

City of Angleton, Texas								
ARC								
60	300							
Detail of Revenues								
			Actual	Actual	Actual	Budget	Requested	
			2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Notes - Departmental Request
<b>Parks &amp; Recreation</b>								
711	Family Membership		185,888	233,622	255,270	225,000	236,172	Average of the original budget of the last three FY plus 5%
712	Individual Membership		82,660	90,140	101,876	91,971	96,137	Average of the original budget of the last three FY plus 5%
713	Senior Membership		16,312	20,515	18,972	19,971	24,179	Average of the last three FY plus 30% due to more accurate tracking from our member services assistant
715	Room Rental Fees		43,297	36,229	34,349	42,000	42,000	
716	Daily Entry Fee		190,085	156,612	173,415	165,000	165,000	
717	Other		456	883	2,194	1,100	1,237	Average of the last three years plus 5%. Includes sale of swim diapers, extra lanyards, water bottles and replacement membership tags
718	Membership Youth		0	0	0	0	0	
719	Military Membership		150	0	0	0	0	
740	Transfers from ABLC		461,723	581,279	592,463	647,726	627,092	
741	Transfer from ABL-Mo Capital		0	0	0	0	0	
750	Loan Proceeds		0	0	0	0	0	
751	Transfer from ABLC Infrastructure		0	0	0	0	0	
<b>Parks &amp; Recreation Subtotal</b>			<b>980,571</b>	<b>1,119,279</b>	<b>1,178,539</b>	<b>1,192,768</b>	<b>1,191,817</b>	
<b>Miscellaneous:</b>								
800	Interest		4,080	8,199	5,079	800	1,000	

City of Angleton, Texas								
ARC								
60	300							
Detail of Revenues								
			Actual	Actual	Actual	Budget	Requested	
			2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Notes - Departmental Request
818	Miscellaneous programs		0	0	7,820	12,250	13,000	\$2100 - Private Swimming lessons September- November 2026, \$2000 - Private Swimming Lessons in February through May 2027. \$8,250 - Group Swimming Lessons June through August 2027. \$500 per session of junior lifeguard class June - July 2027
820	Cash over/short		64	417	482	100	100	
899	Miscellaneous			749	2,755	0	0	
<b>Miscellaneous Subtotal</b>			<b>4,080</b>	<b>8,199</b>	<b>13,380</b>	<b>13,150</b>	<b>14,100</b>	
<b>Transfers:</b>								
900	Transfer From Fund Balance		0	0	100,000	100,000	100,000	Per ABLC the Angleton Recreation Center is able to hold a fund balance not to exceed \$100,000 so staff is adding this to the budget to support maintenance and operations of the facility.
903	Transfer From Water		0	0	0	0	0	
<b>Transfers Subtotal</b>			<b>0</b>	<b>0</b>	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>	
<b>Division Total</b>			<b>984,651</b>	<b>1,127,477</b>	<b>1,291,919</b>	<b>1,305,918</b>	<b>1,305,917</b>	

City of Angleton, Texas							
ARC							
60	506						
Detail of Expenditure							
			<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Requested</b>
			<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>
							<b>Notes - Departmental Request</b>
<b>Personnel Services:</b>							
105	Regular Earnings	212,385	136,437	188,000	198,248	198,248	Full Time Angleton Recreation Center employees; Facility Operations Superintendent, Aquatics Manager, 1 Member Services Assistants, 1 Facility Assistant ( Full-time)
106	Part Time Earnings	149,373	185,568	212,700	351,503	351,503	The following part-time budget projections are proposed: Front Desk – \$42,518; Facility Assistant – \$28,786; Lifeguard – \$267,549; Water Safety Instructors – \$10,635. Expand Private Pool Party: March to September. Lifeguard expenses reflects part-time earnings associated with the TML-recommended increase in lifeguard coverage, lifeguard zone audits. (Decision Package: The Aquatic Assistant position, budgeted at \$24,371, was submitted as a decision package in FY 24-25 and approved but halted during hiring freeze) Aquatic Assistant will support swim lesson instruction throughout the year, assist with State-required in-service training, and help with ARC and future aquatic maintenance needs.
108	Step Increase	0	0	0	0	0	
109	Stipend	0	0	0	0	0	
110	Overtime	5,313	5,504	1,280	5,000	5,000	Full time staff overtime
115	Longevity	1,530	630	0	540	0	

120	Hurricane OT	0	0	0	0	0	
121	Hurricane	0	0	0	0	0	
126	Certification	1,300	1,242	935	1,800	2,700	CPRP for Facility Ops Superintendent, Member Services Assistant, and Aquatics Manager
128	Special Job Pay	0	0	0	0	0	
135	FICA	28,045	24,992	30,301	42,669	42,669	Increase due to increase to aquatic staff
140	Health Insurance	37,901	19,381	22,289	55,097	55,097	Based on FY25 mid-year expenses and 18% increase per HR recommendation
141	Insurance Subsidy	0	-2,983	0	0	0	
142	Insurance Commission	0	0	0	0	0	
143	Phone reimbursement	0	0	0	0	0	
145	Worker's Compensation	4,219	0	11,136	430	100	
150	Unemployment	77	0	0	0	0	
155	Retirement	22,326	15,298	22,142	23,015	23,015	Based on FY 24-25 Finance calculated rate, no raises expected
165	Medical Expense	1,540	1,985	3,698	3,200	4,000	Drug testing and physical exams
185	Payroll Accrual	-1,718	-7,519	374	0	0	
<b>Personnel Services Subtotal</b>		<b>462,291</b>	<b>380,535</b>	<b>492,855</b>	<b>681,502</b>	<b>682,332</b>	
<b>Supplies:</b>							
203	Apparel	1,991	3,310	2,827	3,250	4,000	Full Time (1 superintendent, 1 aquatics manager, 1 FT Member Service Assist., and 1 Full Time Facility Assistant), PT Staff(15 PT-FD, 3Lifeguards <b>\$200 added for Aquatic Assistant Decision Package</b>
205	General Supplies	3,686	3,965	3,296	4,050	3,500	General supplies for Recreation Center including: Wristbands Lanyards, Swim Diapers, Bottled Water, Front Desk Equip. (Basketballs, Pickleball, etc.), and Member Key Tags

206	Chemical Supplies	24,221	23,380	20,753	29,190	30,600	CO2 Tank Rental- Chlorine Tabs- CO2 Refill- Misc Chemicals(Test Reagents, LaMotte testing kit, Pulsar, Acid, Shock,etc) *counting for 5% increases on CO2 cost and chlorine tabs/adding cost of test reagents from pool supplies
210	Office Supplies	1,778	2,114	1,207	2,500	2,000	Business Cards Office Furniture Copy paper Gen. Supplies (Pens, Paper clips, etc.)
212	Cleaning Supplies	10,335	10,382	7,468	12,000	11,000	Paper Towels, Toilet Paper, Hand Soap, Hand Sanitizer, Cleaning Chemicals, Trash Bags, Gloves (Supplies are used to restock restrooms, weight rooms, and locker rooms. They are also used for cleaning weight room equipment, locker rooms, and restrooms. This highest usages of these items is during the summer because of the higher attendance of members and guests in the Rec Center during May- August.)
215	Pool Supplies	4,979	3,316	2,380	5,120	6,500	Rescue Equipment (Rescue Tubes, Backboards,Hip Packs, Whistles, AED Pads/Batteries,Etc)- Practice rescue equipment(CPR Manikin & AED Trainer, full body manikin etc) - First Aid (Band Aids, Gauze pads, Roller Bandage, Gloves, Etc)- Misc. pool supplies( Pool Vacuum, Water Weights, Signage, Lap Lanes, Benches, *Increase due to inflation on supplies and increased usage/attendance at the facility resulting in higher use of supplies
216	Vehicle Supply (Gas)	0	0	0	0	0	

220	Equipment Supplies	2,270	4,753	4,576	3,975	4,000	Upholstery (Reupholstery of weight room benches and padding), Small equipment repairs and Small Weight Room Equipment (strengthening attachments , rollers , dumbbells , mats , etc)
221	Small Equipment	170	1,768	7	2,200	1,300	\$600 Monitors, \$200 Keyboard, \$100 Mouse Andrew cpu replacement
<b>Supplies Subtotal</b>		<b>49,430</b>	<b>52,988</b>	<b>42,515</b>	<b>62,285</b>	<b>62,900</b>	
<b>Repair &amp; Maintenance:</b>							
309	R&M Equipment	0	0	0	0	0	
310	Equipment	39,983	27,311	0	37,000	37,000	Replacement of 2 AMT, 3 Ellipticals, and 1 recumbent bike. In 2023, we revised the weight room equipment to ensure ADA compliance. In 2023, staff replaced strength units. In conjunction with our five-year replacement plan and preventative maintenance, cardio equipment is due for replacement based on age expectancy, mileage, wear and tear, and maintenance costs (ex. Ellipticals proposed for replacement are 2013 units; life expectancy is five to seven years).
315	Pool Maintenance	14,987	16,593	25,947	24,500	20,500	Pumps-\$10000, Pool motors \$5000, Pool Heaters- \$2,000, General maintenance (chemical hoses, drain covers, grates, railings, etc)\$3,000 Misc. Maintenance, <b>We plan to start a process to work with in our operational budget to replace a pool pump/motor each year until they are all up to date and adding them to our PM agreement for the pool</b>
316	Computer Maintenance	1,366	1,387	1,236	3,500	1,400	Print charges
317	Vehicle Repairs	0	0	0	0	0	

320	Building	30,510	108,786	181,331	85,750	80,000	\$60,000 HVAC Repairs (FY23-24 and FY24-25 expense have average over \$50,000 for HVAC), \$5,000 Electrical/Lighting, \$5,000 Plumbing, \$5,000 Misc. Maintenance,
<b>Repair &amp; Maintenance Subtotal</b>		<b>86,846</b>	<b>154,078</b>	<b>208,514</b>	<b>150,750</b>	<b>138,900</b>	
<b>Services &amp; Charges:</b>							
405	Telephone	0	721	1,407	1,620	1,620	FY 2025 Base: \$45/month/device (3 - Facility Ops, Aquatics Manager, (1) Member Services)
410	Utilities	96,536	85,883	92,770	100,000	100,000	Estimated based on FY24-25 mid-year
412	General Programs	82	0	0	550	500	Swimming lessons materials
413	Youth Camps	0	0	0	0	0	
414	Community Events	0	411	495	1,750	5,600	1 Spring Break Bash and 3 Member Services Events
415	Father Daughter Dance/Community Dances	0	0	0	0	0	
416	Health and Wellness	0	0	0	0	0	
417	Senior Programs	0	0	0	0	0	
418	Miscellaneous/General Programs	0	-209	0	0	0	
420	Dues & Subscriptions	3,535	3,983	2,005	4,370	1,550	When2work, 3 NRPA, and 3 TRAPS, and 1 GGCPD
425	Travel & Training	4,487	5,222	3,651	5,650	5,090	1 TPPC Conference, 3 TRAPS East Region Conference, 3 NRPA, 2 TRAPS Annual Institute, 1 CPRP Exam
446	Advertising	75	555	1,272	750	3,500	Facility advertising signs and banners, Promotional facility video, Facility Swag and post boosting, and community giveaways
456	Contract Labor Cleaning	11,724	0	35,483	36,400	36,400	Day Porter-\$36,400 (\$20 per hour, 35 hours/week, 52 weeks), <b>Decision package: Porter-\$6,000 (\$20 per hour, 20 hour/week, 15 weeks(peak))</b>
457	Contract Labor Instructors	32,310	33,140	28,290	34,320	30,000	22 classes per week x \$30Hr=\$660 x 52 weeks = \$34,320 excluding holidays

458	Contract Labor - Misc	1,765	31,178	0	1,300	16,000	Marathon PM, Stanley PM, Landmark PM, Hunton PM, Grisenbeck PM
460	Rec-Bus Services	0	0	0	0	0	
461	Rec Center-Annual Software Fee	7,940	10,080	10,080	13,000	16,500	Rec Center Software change \$13000, Connect2 software fee \$3000 (include package for new software)
476	Bank Credit Card Charges	10,975	18,175	20,002	20,000	20,000	Fees paid to accept credit cards at the rec center. Increase because more people are paying at the card terminals
477	Scholarship Fund	0	-407	200	1,000	1,000	
485	Contract Leagues - Escrow	0	0	0	0	0	
<b>Services &amp; Charges Subtotal</b>		<b>169,429</b>	<b>188,730</b>	<b>195,654</b>	<b>220,710</b>	<b>237,760</b>	
<b>Miscellaneous:</b>							
503	Surety & Notary Insurance	200	0	0	0	0	
505	Insurance	0	0	4,253	5,312	4,300	TML Annual, Cyber insurance
506	Vehicle Insurance	0	0	0	0	0	
507	Building Insurance	81,275	7,794	59,128	77,709	71,500	Flood, property, and wind and hail insurance
508	Insurance Commission	0	0	0	0	0	
510	Employee Appreciation	433	1,004	949	1,150	1,725	4 employee appreciation opportunities and 1 all staff meeting
511	Tuition Reimbursement	0	0	0	0	0	
520	Contingency	0	0	0	100,000	100,000	
525	Rec Center Refunds	600	1,881	2,202	2,000	2,000	Rental Refunds for cash, check, or returned card payments
535	Lease Payments	4,095	4,204	4,204	4,500	4,500	Printer lease payments
599	Rec-Miscellaneous	0	2,165	0	0	0	
<b>Miscellaneous Subtotal</b>		<b>86,603</b>	<b>17,048</b>	<b>70,736</b>	<b>190,671</b>	<b>184,025</b>	
<b>Capital Outlay:</b>							
626	CE-Equipment	0	0	0	0	0	
627	Capital Project	0	0	0	0	0	

628	M&O Capital	0	0	0	0	0	
629	Energy Savings Electrical	0	0	0	0	0	
630	Capital Project	0	0	0	0	0	
<b>Capital Outlay Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Other:</b>							
700	Transfer to Fund Balance	0	0	0	0	0	
701	Transfer to GF for Cardio Eq	0	0	0	0	0	
702	Transfer to Capt Lease Payment	0	0	0	0	0	
714	Transfer to SF Cap Rep Fund	0	0	0	0	0	
719	Trans to Cap Rev Loan	0	0	0	0	0	
741	Trans to Unemployment Fund	0	0	0	0	0	
<b>Other Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Division Total</b>		<b>854,599</b>	<b>793,379</b>	<b>1,010,273</b>	<b>1,305,918</b>	<b>1,305,917</b>	