

Bastrop Parks and Public Tree Advisory Board

Agenda

Bastrop City Hall City Council Chambers

1311 Chestnut Street

Bastrop, TX 78602

(512) 332-8800



September 07, 2023

Agenda - Parks and Public Tree Advisory Board at 5:00 PM

Bastrop Parks and Public Tree Advisory Board meetings are available to all persons regardless of disability. If you require special assistance, please contact the Board Liaison Secretary at (512) 332-8920, or write to 1311 Chestnut Street, Bastrop, TX 78602, or call Relay Texas through a T.D.D. (Telecommunication Device for the Deaf) at 1- 800- 735- 2989 at least 48 hours in advance of the meeting.

-
1. CALL TO ORDER
 2. REPORTS
 - 2A. [Parks Report](#)
 - 2B. State Park Report
 - 2C. [Bastrop Recreation Report](#)
 - 2D. [Bird City Coalition Report](#)
 - 2E. [Council Liaison Report](#)
 3. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Board/Commission must complete a citizen comment form and give the completed form to the Board/Commission Secretary prior to the start of the Board/Commission meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, the Board/Commission cannot discuss issues raised or make any decision at this time. Instead, the Board/Commission is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Board/Commission to allow a member of the public to slur the performance, honesty and/or integrity of the Board/Commission, as a body, or any member or members of the Board/Commission individually or collectively, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Board/Commission and/or any person in the Board/Commission's presence will not be tolerated.

4. WORKSHOP

5. ITEMS FOR INDIVIDUAL CONSIDERATION

5A. [Update and discuss - Meeting Minutes June 1, 2023 and July 6, 2023](#)

5B. [Update and discuss on Parks Master Plan](#)

5C. [Discussion on Parks and Recreation Department](#)

5D. [Update and discuss Christmas Lights](#)

5E. [Update and discuss Shade Structures](#)

6. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: August 31, 2023 at 4:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/ Sandy Holder

Sandy Holder, Public Works Technician



STAFF REPORT

MEETING DATE: September 7, 2023

AGENDA ITEM: 2A

TITLE:

Parks Report

AGENDA ITEM SUBMITTED BY:

Thomas Martinez, Parks Crew Leader
Curtis Hancock, Director of Public Works

BACKGROUND/HISTORY:

Review City of Bastrop Parks monthly operational report

FISCAL IMPACT:

N/A

RECOMMENDATION:

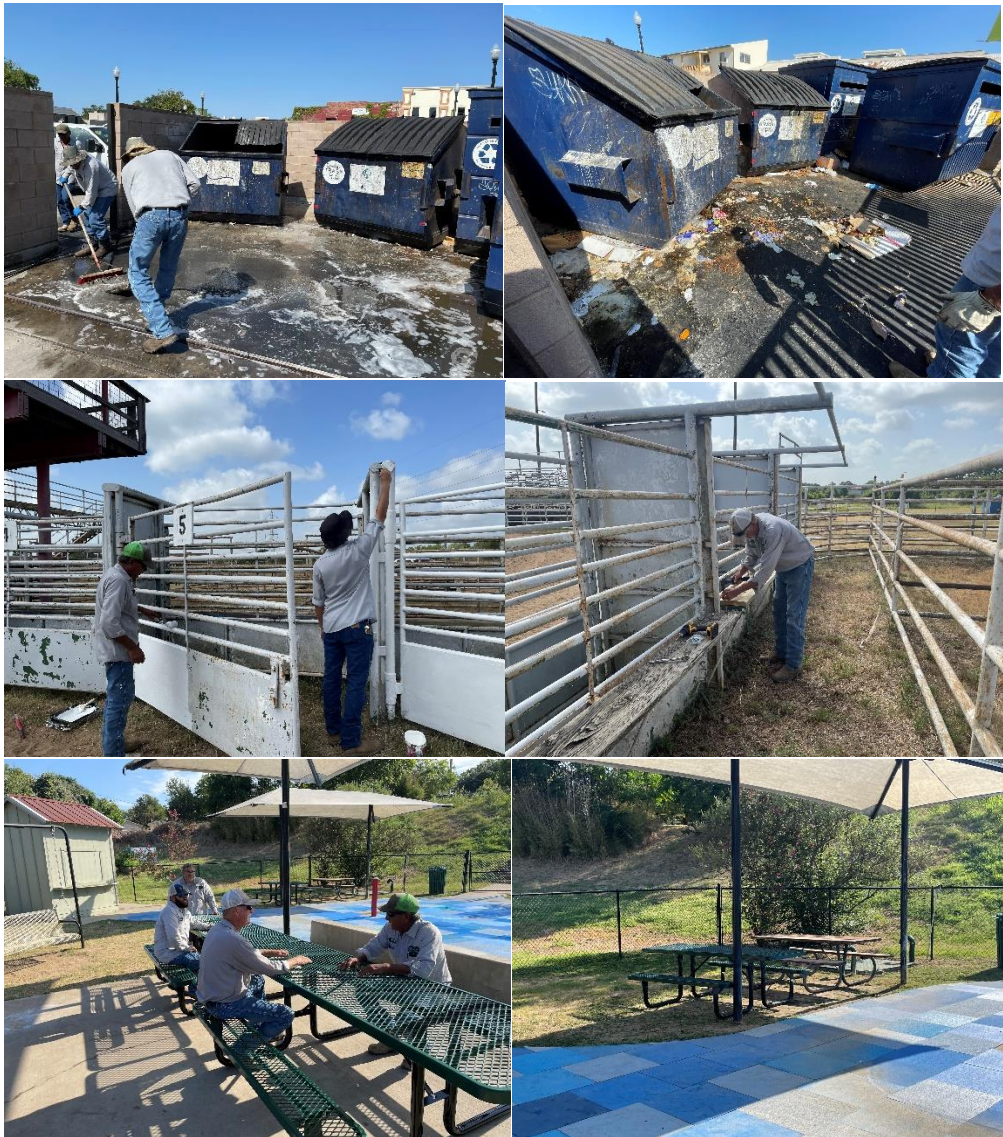
Review City of Bastrop Parks monthly operational report.

ATTACHMENTS:

Parks operational update

Parks Operational Update:

- Parks staff had to clean out the dumpster area at Water multiple times this month as trash and food waste continued to be left on the ground.
- Parks staff performed pruning on the oaks at Mayfest.
- Parks staff performed maintenance inside the rodeo arena for Homecoming.
- Parks staff installed two new picnic tables at the Splash pad.
- Parks staff finished pruning at Hunters Crossing for sidewalk and street clearance.
- Parks staff cleaned debris off the fence at Delgado.
- Parks staff assisted Streets & Drainage with street clearance pruning along Wilson St.
- Parks staff cleared a fallen tree on the Riverwalk.
- Parks staff repaired pipe fencing in Fishermans park from tree damage.
- Parks staff worked at Pecan park pruning trees along the walking trail, spreading mulch for the trails, and shredding high grass.









STAFF REPORT

MEETING DATE: September 7, 2023

AGENDA ITEM: 2C

TITLE:

Bastrop Recreation Report

AGENDA ITEM SUBMITTED BY:

Terry Moore, Bastrop Recreation
Curtis Hancock, Public Works Director

BACKGROUND/HISTORY:

Review Bastrop Recreation monthly operational report.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Review Bastrop Recreation monthly operational report.

ATTACHMENTS:

Bastrop Recreation Report



STAFF REPORT

MEETING DATE: September 7, 2023

AGENDA ITEM: 2D

TITLE:

Bird City Coalition Report

AGENDA ITEM SUBMITTED BY:

Kerry Fossler, Board Member
Curtis Hancock, Director of Public Works

BACKGROUND/HISTORY:

Review staff Bird City Coalition Report.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Review staff Bird City Coalition Report.

ATTACHMENTS:

Bird City Coalition Report



STAFF REPORT

MEETING DATE: September 7, 2023

AGENDA ITEM: 2E

TITLE:

Council Liaison Report

AGENDA ITEM SUBMITTED BY:

John Kirkland, Council Liaison

BACKGROUND/HISTORY:

Mayor Pro-Tem any comments for the Parks and Public Tree Advisory Board.

FISCAL IMPACT:

N/A

RECOMMENDATION:

ATTACHMENTS:

N/A

MINUTES OF CITY OF BASTROP PARKS AND PUBLIC TREE ADVISORY BOARD

June 1, 2023

The Bastrop Parks and Public Tree Advisory Board met in a Regular Meeting on Thursday, June 1, 2023, at 5:00 p.m. at City Hall. Members present were Rick Rivera, Kerry Fossler, Michael Lucas, Steven Forbert, Margaret Robinson, and Jamie Creacy. Members absent were Gail Sheehan. City staff and representatives present were Public Works Director Curtis Hancock, Superintendent Donald Smuck, Recreation Manager Terry Moore, and Council Liaison John Kirkland.

1. CALL TO ORDER

At 5:02 p.m. Chair Kerry Fossler called the meeting to order.

2. REPORTS

2A. Parks Report

Report was given by staff member Donald Smuck.

2B. Bastrop State Park Report

Report was given by Jamie Creacy.

2C. Bastrop Recreation Report

Report was given by staff member Terry Moore.

2D. Bird City Coalition Report

Report was given by Chair Kerry Fossler.

2E. Council Liaison Report

Report was given by Council Member John Kirkland. He reported that he had heard a citizen concern regarding grass growing in the sand volleyball court at Bob Bryant Park. City staff have already resolved the concern.

3. CITIZEN COMMENTS

Krissie Fountain representing disc golf was inquiring about the ability for tournament fees collected for use of the disc golf course going back into maintenance of the course. Additionally, she shared that the US Women's Disc Championship is coming to Central Texas next year.

4. WORKSHOP

No workshop.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

5A. Consider action to approve Parks and Public Tree Advisory Board minutes from the May 2, 2023 workshop meeting and the May 4, 2023 regular meeting.

Motion for May 2, 2023 minute approval made by Margaret Robinson with a second from Steven Forbert. Vote was unanimous.

Motion for May 4, 2023 minute approval made by Michael Lucas with a second from Steven Forbert. Vote was unanimous.

5B. Update and discuss on Parks Master Plan

Update was provided by Recreation Manager Terry Moore. Looking for a date to present draft final conceptual plans for additional review before presenting to Council. Looking to provide additional engagement with the citizens at the Big Bang event July 1, 2023.

5C. Discussion on open Parks Board Members

Park Superintendent Donald Smuck welcomed new members. All board positions are currently filled.

5D. Discussion on Junior Park Ranger Program in conjunction with National Recreation and Park Association (NRPA) Month.

Recreation Manager Terry Moore reported that July is National Park and Recreation Month. The theme this year is "Where Community Grows." The City is preparing a Jr. Park Ranger program to release in conjunction with that celebration.

5E. Discussion on National Wildlife Federation's Mayors' Monarch Pledge

No discussion. Council already completed a proclamation.

6. ADJORNMENT

Member Margaret Robinson made a motion to adjourn the meeting at 6:06 p.m. Member Jamie Creacy seconded. The vote was unanimous.

MINUTES OF CITY OF BASTROP PARKS AND PUBLIC TREE ADVISORY BOARD

July 6, 2023

The Bastrop Parks and Public Tree Advisory Board met in a Regular Meeting on Thursday, July 6, 2023, at 5:00 p.m. at City Hall. Members present were Kerry Fossler, Michael Lucas, Margaret Robinson, and Jamie Creacy. Members absent were Rick Rivera, Steven Forbert, Gail Sheehan. City staff and representatives present were Public Works Director Curtis Hancock, Arborist Thomas Martinez, Recreation Manager Terry Moore, and Council Liaison John Kirkland. City staff and representatives absent were Parks Superintendent Donald Smuck.

1. CALL TO ORDER

At 5:11 p.m. Chair Kerry Fossler called the meeting to order.

2. REPORTS

2A. Parks Report

Report was given by staff member Thomas Martinez.

2B. Bastrop State Park Report

Report was given by Jamie Creacy.

2C. Bastrop Recreation Report

Report was given by staff member Terry Moore.

2D. Bird City Coalition Report

Report was given by Chair Kerry Fossler.

2E. Council Liaison Report

No Report.

3. CITIZEN COMMENTS

No citizen comments.

4. WORKSHOP

No workshop.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

5A. Consider action to approve Parks and Public Tree Advisory Board minutes from the June 1, 2023 regular meeting.

Minutes not available. Will be available at next regular meeting.

5B. Update and discuss on Parks Master Plan

Update was provided by Recreation Manager Terry Moore. Draft plan in final review stages. City Council workshop at regular council meeting July 11th with target to council for approval July 25th.

5C. Discussion on National Parks and Recreation Month

15 planned free parks and recreation events throughout the City in the month of July to celebrate.

5D. Update and discuss – City of Bastrop Junior Park Ranger Program

No update.

5E. Update and discuss – Opportunities for City-sponsored Youth Sports Leagues

No Update.

6. ADJORNMENT

Reminder there is no August Meeting of the Board. Next meeting is September 7, 2023.

Member Margaret Robinson made a motion to adjourn the meeting at 5:55 p.m. Member Mike Lucas seconded. The vote was unanimous.



STAFF REPORT

MEETING DATE: September 7, 2023

AGENDA ITEM: 5B

TITLE:

Update and discuss on Parks Master Plan

AGENDA ITEM SUBMITTED BY:

Terry Moore, Bastrop Recreation
Curtis Hancock, Public Works Director

BACKGROUND/HISTORY:

This Parks and Recreation Master Plan will encompass a comprehensive analysis of the City's parks and recreation assets, an extensive community needs assessment, provide recommendations to development, recreation, policies, land acquisition, and prioritize needs based on the community's short and long-term parks and recreation needs. The Master Plan will also include Sports Complex Feasibility Study paid for through Type B (BEDC) funding of \$50,000.

The Steer Committee and Parks Advisory Board members reviewed the latest version of the report document on June 27th. Stantec did a public presentation for the community at the Big Bang event on July 1st in Fisherman's Park. There is a workshop planned for city council on July 11th from 5:30 to 6:30 to answer any questions, hear any comments and suggestions. The target is to take to council for approval of the proposed plan on July 25, 2023.

FISCAL IMPACT:

The fiscal impact includes \$250,000 from St. David's Foundation Grant towards the Parks and Recreation Master Plan as well as a Sports Complex Feasibility Study funded by Type B (BEDC) funding of \$50,000. The grant agreement with the St. David's Foundation includes a city commitment of \$125,000 in dedicated staffing.

RECOMMENDATION:

This Parks and Recreation Master Plan will encompass a comprehensive analysis of the City's parks and recreation assets, an extensive community needs assessment, provide recommendations to development, recreation, policies, land acquisition, and prioritize needs based on the community's short and long-term parks and recreation needs. The Master Plan will also include Sports Complex Feasibility Study paid for through Type B (BEDC) funding of \$50,000.

ATTACHMENTS:

N/A



STAFF REPORT

MEETING DATE: September 7, 2023

AGENDA ITEM: 5C

TITLE:

Discussion on Parks and Recreation Department

AGENDA ITEM SUBMITTED BY:

Curtis Hancock, Director of Public Work

BACKGROUND/HISTORY:

We will update the board to changes in the Parks and Recreation department.

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:



STAFF REPORT

MEETING DATE: September 7, 2023

AGENDA ITEM: 5D

TITLE:

Update and discuss Christmas lights in Fisherman's Park and Downtown.

STAFF REPRESENTATIVE:

Curtis Hancock, Director of Public Works

BACKGROUND/HISTORY:

This item is identified in the Work Plan as UE#7 (Unique Environment), which is "Improve Christmas Lighting at Fisherman's Park & Downtown." City Council and the Executive Team have put a great deal of effort into developing an Organizational Work Plan that addresses nine focus areas that are identified as drivers to successfully fulfill the City's Mission & Vision. 2017 was the first year to improve the holiday lighting and we received a great deal of positive feedback. This year's proposal includes lighting downtown, as well as in Fisherman's Park, at a cost of \$176,175.00, and by removing items that were not popular - Gingerbread girl & boy photo op., Santa Holiday House, Gingerbread Man, Candy Canes, and Snowflakes around town. We will replace with Logo Photo Frame, Walk-through Shooting Arch (3), Walk through Ornament, 12 Days of Christmas, and a Light up Santa Sleigh.

At the August 22, 2023 City Council meeting the council approved this year's Christmas light in Fisherman's Park and Downtown area.

FUNDING SOURCE:

These funds are budgeted for FY23

RECOMMENDATION:

ATTACHMENTS:

- 2023 Fisherman's Park Décor
- 2022 Cost

CITY OF BASTROP

2023 HOLIDAY UPGRADES











- 1 Partridge in Pear Tree – 8' tall
- 2 Turtle Doves - 7' tall
- 3 French Hens -- 8' tall
- 4 Calling Birds – 4.5' tall
- 5 Golden Rings – 8' tall
- 6 Geese Laying – 6' tall
- 7 Swans Swimming – 7' tall
- 8 Maids Milking – 6' tall
- 9 Ladies Dancing – 8 tall
- 10 Lords Leading – 8' tall
- 11 Pipers piping – 9' tall
- 12 Drummers Drumming – 9' tall



thank you

HAILEY WEIDENFELLER
210-912-5052
HWEINDENFELLER@DECORIQ.NET





Customer Name: City of Bastrop
 Billing Address: P.O. Box 427 –300 Water Street
Bastrop, Texas 78602
 PO#: _____
 Contact Number: Curtis Hancock 512-332-8960

Date: **7/27/23**
 Quote Number: **BAS72723**
 Valid Thru: **8/27/23**
 Rep Name: **HW**

Location	Product Description	Qty	Price	Total
Chestnut Street Bridge	Warm White 5mm LED Lights wrapped on ten (10) Crape Myrtles at East Side of Bridge (52,000 Lights)	10	\$ 1,010.00	\$ 10,100.00
Chestnut Street Bridge	Warm White 5mm LED Lights wrapped on one (1) Burr Oak at East Side of Bridge (4,000 Lights)	1	\$ 770.00	\$ 770.00
Chestnut Street Bridge	Warm White 5mm LED Lights wrapped on four (4) Trees at West Side of Bridge (20,000 Lights)	4	\$ 955.00	\$ 3,820.00
Bastrop City Hall	Warm White C9 LED Lights on Roofline at City Hall (1,000 feet)	1000	\$ 4.20	\$ 4,200.00
Bastrop Convention Center	Warm White C9 LED Lights on Roofline at Convention Center (1,000 feet)	1000	\$ 4.20	\$ 4,200.00
Loop 150 Tree in Median	Loop 150 Tree base wrapped with 5mm Warm White Lights, and Canopy installation with Warm White 5mm Twinkle Lights (every 5th bulb blinking)	1	\$ 5,240.00	\$ 5,240.00
Bastrop Library	Warm White 5mm LED Lights on Library Switchback ramp	1	\$ 1,260.00	\$ 1,260.00
Bastrop Library	Warm White C9 LED Lights on Roofline at Library (780 feet)	780	\$ 5.00	\$ 3,900.00
Fire Department	Warm White C9 LED Lights on Roofline at Fire Department (350 feet)	350	\$ 5.00	\$ 1,750.00
Downtown Bastrop	Warm White 5mm LED Lights in Trees (Trunks, branches and Canopies)	13	\$ 1,890.00	\$ 24,570.00
Downtown Bastrop	Ornamented and Lighted Garland on Pine Street Parking Lot Lamp Posts	15	\$ 170.00	\$ 2,550.00
Downtown Bastrop	3ft Unlit Center Mount Wreath with Bow - Option B	20	\$ 350.00	\$ 7,000.00
Fishermans Park/June Hill Pape Riverwalks	Candy Cane Decor Package for Christmas Tree - Option C	1	\$ 3,525.00	\$ 3,525.00
Fishermans Park/June Hill Pape Riverwalks	Warm White 5mm LED Lights on pipe railing and fense (12,000 feet)	12,000	\$ 1.05	\$ 12,600.00
Fishermans Park/June Hill Pape Riverwalks	Warm White 5mm LED Lights wrapped to 15ft height on 7 Pecan Tree Trunks	7	\$ 350.00	\$ 2,450.00
Fishermans Park/June Hill Pape Riverwalks	Warm White 5mm LED Lights on black iron fence rail (850 feet)	850	\$ 1.05	\$ 892.50
Fishermans Park/June Hill Pape Riverwalks	Warm White 5mm LED Lights wrapped to 15ft height on 65 Park Riverwalk Trees	65	\$ 157.50	\$ 10,237.50
Fishermans Park/June Hill Pape Riverwalks	Warm White Twinkle 5mm LED Lights draped from tree Canopies of 25 Park Riverwalk Trees	25	\$ 215.00	\$ 5,375.00
Fishermans Park/June Hill Pape Riverwalks	Lighted Garland on Two (2) Overlooks on the Riverwalk	2	\$ 472.50	\$ 945.00
Fishermans Park/June Hill Pape Riverwalks	24ft Artificial Branch Christmas Tree (Installation and Removal)	1	\$ 9,450.00	\$ 9,450.00
Fishermans Park/June Hill Pape Riverwalks	Red and White LED Rope Light for Candy Candy Lighted Light Poles (41 Poles - Estimate)	41	\$ 290.00	\$ 11,890.00
Fishermans Park/June Hill Pape Riverwalks	Logo Photo Frame	1	\$ 4,200.00	\$ 4,200.00
Fishermans Park/June Hill Pape Riverwalks	Walk through shooting arch	1	\$ 9,450.00	\$ 9,450.00
Fishermans Park/June Hill Pape Riverwalks	Walk through orngament	1	\$ 17,000.00	\$ 17,000.00
Fishermans Park/June Hill Pape Riverwalks	12 Days of Christmas	1	\$ 12,000.00	\$ 12,000.00
Fishermans Park/June Hill Pape Riverwalks	Light up Santa Sleigh	1	\$ 6,800.00	\$ 6,800.00

SubTotal: \$ 176,175.00
 Freight: \$0.00
 Sales Tax \$0.00
 Total: \$ 176,175.00

Project Notes

Payment Terms

50% Deposit, 25% at time of Installation, 25% at time of Removal

 Authorized Customer Signature

 Date



By signing this proposal, the customer agrees to pay for the items listed above. Payment beyond terms will incur finance charges of 18% per annum. Customer is responsible for all finance charges and collection effort in unpaid. Payment beyond terms voids all warranties; both expressed and implied.

***Customer acknowledges that any changes to Customer's design may require additional supplies or labor and may result in additional fees being charged. ***Customer agrees to pay DecorIQ in accordance with the rates and terms set out in the Estimate. Any amount not paid, is subject to a late charge of 1.5% per month (18% per annum). Overdue payments will be applied firstly to accrued interest and secondly to the unpaid principal balance. ***Damage or missing items that are leased will be charged at full retail replacement cost. ***DecorIQ will not be responsible for any defects or damage associated with weather conditions or vandalism, including but not limited to wind, rain, snow, ice, extreme cold or theft. Repairs will be billed at \$60 per man hour plus materials. On multi-year leases a 25% cancellation fee will be invoiced based on the remaining balance of contract from date the 30-day notice was received. ***Customer is responsible for reporting any damaged items within 48 hours. This includes any items that are lost in transit. All items received are to be inspected by the customer and checked for and missing items or visible damage. Any damages to items upon receipt must be noted on the delivery bill of lading and a claim filed directly with the delivery company. Photos and documentation of evidence of damages must be filed with Decor IQ within 48 hours of identification of damages. ***Products may be returned only after receiving an RMA# (Return Merchandise Authorization) from Decor IQ. Returns without an RMA# will not be accepted. Returns through no fault of Decor IQ will be subject to a 20% restocking fee. Shipping charges are nonrefundable. To receive credit for defect merchandise, it must be returned to Decor IQ; do not destroy or dispose of defective merchandise and it must be returned in the original packaging. Used merchandise, unless found to be defective within the warranty period, cannot be returned. Shipping-related damages or discrepancies must be reported to the carrier immediately. Decor IQ must be notified of any shipping discrepancies or product errors within 5 business days from receiving order. Custom ordered products are not returnable. Holiday products cannot be returned after December 15th.

Decor IQ
1310 W. Laurel
San Antonio, Texas 78201
210.667.3603



STAFF REPORT

MEETING DATE: September 7, 2023

AGENDA ITEM: 5E

TITLE:

Update and discuss Shade Structures

AGENDA ITEM SUBMITTED BY:

Curtis Hancock, Director of Public Works

BACKGROUND/HISTORY:

Playgrounds offer a naturally exciting place for children to play and adults to gather. In today's world, playground sunshade structures are critical, helping to **protect children and play equipment from the harmful effects of the sun.**

There are numerous advantages of including quality shade structures on your playground and some of these benefits include:

- Blocking up to 97% of harmful UV rays.
- Safeguarding both people and playground equipment against sun and weather damage.
- Increasing airflow and comfort in the shade, providing for a more enjoyable visit.
- Providing protection for those who may be more vulnerable to UV and heat exposure, including children, individuals with disabilities, the elderly, and those on medications that make them more susceptible to sunburns and overheating.

The 2023 fiscal year budget included an allocation of \$65,000 for a public works project to install a new shade structure at Hunters Crossing and Ferry Parks over the Playscapes.

The scope of this public works improvement comprises of installation of two new shade structure: at Hunters Crossing Park 40 feet wide by 40 feet long by 12 feet high and at Ferry Park a 36 foot wide by 36 foot long by 15 foot high, cantilevered steel framing structure including footings and foundations, metal perforated panels, powder coating, and all other appurtenant work necessary for the new shade structure over the existing Playscapes.

At the August 22, 2023 City Council meeting the council approved the installation of the Shade Structures.

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:



QUOTE

1685 S FM
Buda TX
78610
Item 5E.

To: City of Bastrop
Attn: Thomas Martinez
Address: 300 Water St. Bastrop, TX 78602
Install Site: 502 Water St. Bastrop, TX 78602
Phone: (512) 332-8922
Email: tmartinez@cityofbastrop.org

QUOTE #: 06192023-JG-100
DATE: June 19, 2023

BuyBoard #679-22

Ferry Park Shade Canopy

QTY	DESCRIPTION OF EQUIPMENT	UNIT COST	TOTAL COST
1	Modern Shade 4 Post Hip Canopy 36'W x 28'L x 15'H - Inground	\$ 18,489.00	\$ 18,489.00
1	Install: Mobilization, New Footers, Assembly, and Installation of Modern Shade Canopy	\$ 8,328.96	\$ 8,328.96
1	Underground Utilities Survey	\$ 1,500.00	\$ 1,500.00
1	Engineer Sealed Drawings	\$ 750.00	\$ 750.00
1	T.F. Harper Discount	\$ (1,453.40)	\$ (1,453.40)
Notes	\$ (18,586.50) DEPOSIT FOR EQUIPMENT NEEDED WITH SIGNED PO / CONTRACT	Sub-Total	\$ 27,614.56
	Modern Shade Canopies Wind Loads (90MPH including 3 gusts) Live Loads (SPSF including snow)	Freight	\$ 97.50
		Sales Tax	EXEMPT
		TOTAL	\$ 27,712.06

QUOTE IS VALID FOR 20 CALENDAR DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION

July 9, 2023

PRICING IS BASED ON FULL ACCESS TO INSTALL AREA BY TRUCK / BOBCAT / SKYTRAK.

NOT INCLUDED: Permits, Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal, landscaping).

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.). By signing or issuing a PO to this quote, you are hereby agreeing to the attached Utility/ Rock Clause. If underground utilities are unknown and unmarked pricing is subject to an additional \$1,500.00 fee or signed waiver waving financial responsibility in case any underground utilities are damaged during installation.

Payment Terms: Deposit for equipment cost due (\$18,586.50); balance due upon completion of work and receipt of invoice.

Estimated Delivery & Installation: 14-16 weeks after receipt of signed quote, deposit and color selections.

Lead Time may vary dependent on manufacturers schedule for distribution

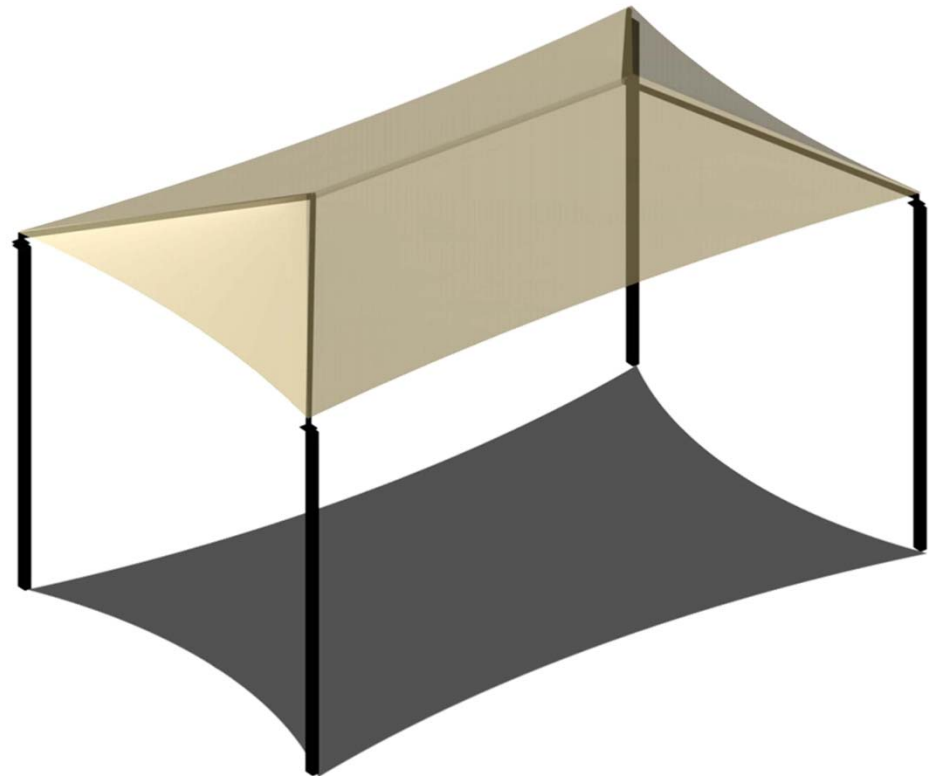
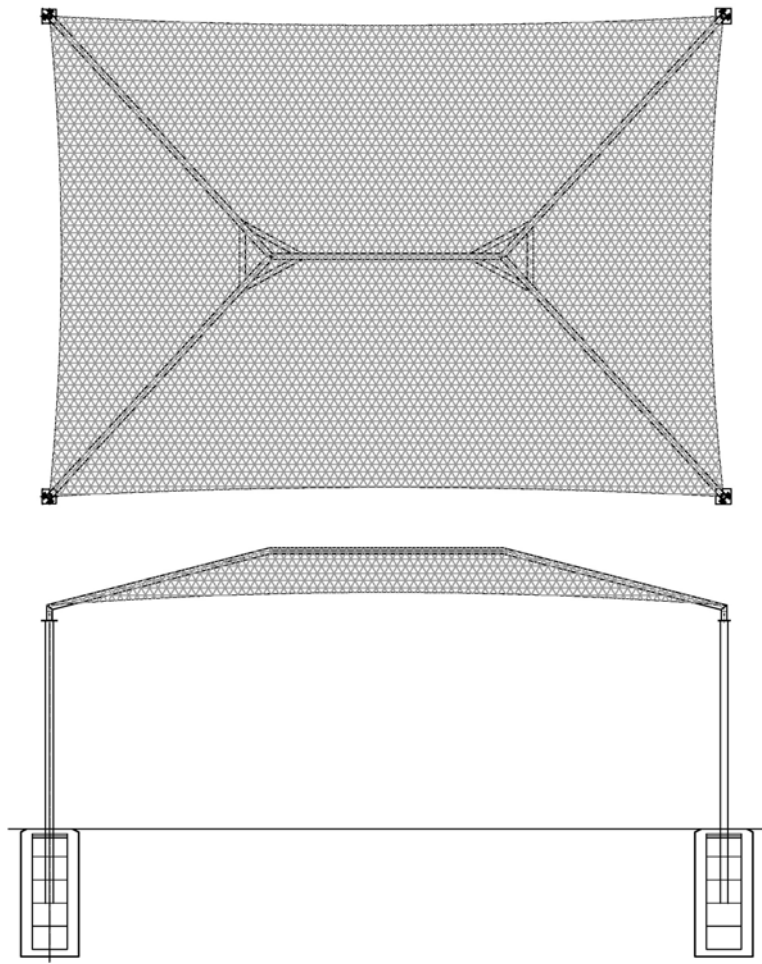
Accepted by: _____

Date: _____

P.O. # (if applicable): _____

Thank you for giving us the opportunity to quote this equipment.
Jessica Carter

4 POST HIP





1685 S FM 1626
Buda, Texas
78610

Item 5E.

playground@tfharper.com

Color Selection Worksheet

Customer Name: _____

Project Name: _____

SHADE FABRIC COLORS:

- | | | |
|--------------------------------------------------|---------------------------------------|-------------------------------------|
| <input type="checkbox"/> Charcoal | <input type="checkbox"/> Yellow | <input type="checkbox"/> White |
| <input type="checkbox"/> Turquoise | <input type="checkbox"/> Steel Grey | <input type="checkbox"/> Sky Blue |
| <input type="checkbox"/> Rivergum | <input type="checkbox"/> Royal Purple | <input type="checkbox"/> Orange |
| <input type="checkbox"/> Navy Blue | <input type="checkbox"/> Natural | <input type="checkbox"/> Gun Metal |
| <input type="checkbox"/> Desert Sand | <input type="checkbox"/> Deep Ochre | <input type="checkbox"/> Cherry Red |
| <input type="checkbox"/> Cedar | <input type="checkbox"/> Cayenne | <input type="checkbox"/> Brunswick |
| <input type="checkbox"/> Brown | <input type="checkbox"/> Bright Green | <input type="checkbox"/> Black |
| <input checked="" type="checkbox"/> Aquatic Blue | | |

POWDER COAT POLE COLORS:

- | | |
|-------------------------------------------------|----------------------------------------|
| <input type="checkbox"/> Signal White | <input type="checkbox"/> Brown Red |
| <input type="checkbox"/> Signal Red | <input type="checkbox"/> Sepia Brown |
| <input type="checkbox"/> Beige | <input type="checkbox"/> Signal Blue |
| <input type="checkbox"/> Cobalt Blue | <input type="checkbox"/> Moss Green |
| <input checked="" type="checkbox"/> Zinc Yellow | <input type="checkbox"/> Traffic Black |
| <input type="checkbox"/> Window Grey | <input type="checkbox"/> Light Ivory |

Approved by: _____ (Print Name) _____ (Signature) _____ (Date)





Claim Procedure: In the event a warranty claim is required, please contact
 Jacquelyn Gonzales, Project Coordinator / Estimator
 800-976-0107 or 512-440-0707
 FAX: 512-440-0736

Warranty

Modern Shade, LLC. ("MODERN SHADE") warrants that all Commercial Shade Products (Product) sold shall be free of defects in materials or workmanship. The Warranty set forth shall be the purchaser's sole and exclusive Warranty and is effective from the date of Product shipment or pickup. MODERN SHADE further warrants:

LIMITED 20 YEAR NON-PRORATED WARRANTY against failure due to rust-through corrosion on all Commercial steel frames with the exception of powder coated steel frames installed within 5 miles of the coast which has a 10 YEAR NON-PRORATED WARRANTY against failure due to rust-through corrosion. Failure to provide routine maintenance as stated in the below Required Maintenance and Care will void the Warranty.

LIMITED 10 YEAR NON-PRORATED WARRANTY on all HDPE Commercial shade fabric and Teflon stitching against cracks, tears, material breakdown or significant fading as a direct result of ultra-violet exposure with the exception of Red, which carries a 3 year limited warranty. MODERN SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color.

Note: All HDPE Commercial shade fabric and Teflon stitching over 40' in length carry a limited 5 year non-prorated warranty. Other non-HDPE fabrics are covered by their respective manufacturer's warranty.

LIMITED 1 YEAR WARRANTY on all moving parts, surface coat finish or any other product or part not covered by one of the above warranties.

All of the above Warranties exclude any cosmetic issues. MODERN SHADE reserves the right to repair or replace any item covered by this Warranty. MODERN SHADE shall deliver all repaired or replacement part or parts to the customer **FREE OF CHARGE**. MODERN SHADE shall not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. All Repaired or Replacement parts shall be warranted for remainder of original warranty. The Warranty shall be void if the Product is not paid for in full within 30 days. MODERN SHADE specifically denies the implied warranties of fitness for a particular purpose and merchantability. The Warranty is void if the Product is not installed in strict compliance with the MODERN SHADE specifications. Purchaser shall notify MODERN SHADE in writing within thirty (30) days following the discovery of the alleged defect, detailing any defects for which a Warranty claim is being made; otherwise the Warranty shall be void. The Warranty shall be void if damage to the Product or any of its components is caused by misuse; harmful chemicals; excessive loads, pressures or forces such as abnormal weather conditions outside or in excess of the design specifications; acts of God; falling objects other than hail; explosions; fire; riots; civil commotion; vandalism; external forces; acts of war; radiation; harmful fumes or foreign substances in the atmosphere; floods; abuse by machinery, equipment or any persons; immersion in salt or chlorine water; not performing maintenance as described in the below Required Maintenance and Care; causes not within MODERN SHADE'S control; or if modifications are made to the Product without prior written consent from MODERN SHADE including but not limited to attaching signs, banners, lights or decorations. All Commercial shade products are designed for 90 MPH wind speed (three second gusts) and 5 PSF snow load, unless otherwise stated. Fabric Tops must be removed if weather conditions are expected to exceed these design limits. Commercial steel frames without a membrane top are designed for 150 MPH wind speed (three second gusts). Light fixtures are limited solely to the manufacturer's warranty.





Liability Limitation:

Modern shade shall not, in any event, be liable in contract or in tort (including negligence) for loss of profits or revenue, loss of use of equipment or facilities, cost of capital, or for any special, indirect, incidental or consequential damages of any nature resulting from or in any manner relating to the product covered hereby, its design, use, any inability to use the same or any delay in delivery of the same. Furthermore, it is understood and agreed that the sole and exclusive remedy with respect to defective product shall be the repair, correction or replacement thereof pursuant to the foregoing provisions. Should the product or any part of it prove so defective, however as to preclude the remedying of warranted defects by repair or replacement, the customer's sole and exclusive remedy shall be the refund of the purchase price of the product, or part thereof which is defective, upon its return to modern shade. Furthermore, modern shade is not liable for damage to property caused by rain or hail. Corrections of non-conformities and defects in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of modern shade to the customer, whether based on contract, negligence or otherwise with respect to or arising out of such product. No warranties or representation at any time made by any sales representative, dealer, agent or any person shall be effective to vary or expand the above express warranty or any other term hereof.

Required Maintenance and Care

Failure to provide the following routine maintenance shall void the Warranty.

Maintenance of Fabric Tops:

Fabric tops should be checked annually to ensure proper cable tension is maintained throughout the Warranty period. To remove dirt or bird droppings from fabric tops, simply spray the underside with water. For stubborn dirt, mild dish soap may be applied and rinsed.

Maintenance of Steel Frame:

Owner is responsible for routine maintenance to preserve the finish and welded joints. If surface rust or corrosion appears (regardless of cause), owner shall remove with sand paper or wire brush, prime and repaint. Ensure all connecting hardware is properly secured. Ensure all bolted connections and slip fit joints are caulked as needed. Failure to provide routine maintenance will void the Warranty.



Claim Procedure: In the event a warranty claim is required, please contact

Jacquelyn Gonzales, Project Coordinator / Estimator
800-976-0107 or 512-440-0707
FAX: 512-440-0736



Modern Shade

Premium Fabric Shade Structures

June 30, 2022

To: All our Valued Dealers and Customers From: Modern Shade LLC
Re: Price Increase Notification

Due to significant cost increases throughout our supply chain, we have had to implement price increases across our entire product line. In 2022 alone, our labor cost has risen more than 20% and fabric prices increased again on June 17, 2022. We hope prices have finally stabilized but it's difficult to forecast future shortages and inflation. We appreciate your continued partnership and understanding as we navigate these challenging times.

Please contact us with any questions you may have.

Thank you,

Clay Bridwell, CEO



QUOTE

1685 S FM
Buda TX 78610
Item 5E.

To: City of Bastrop
Attn: Donald Smuck
Address: 300 Water St Bastrop, TX 78602
Install Site: 301 Hunters Crossing Blvd Bastrop, TX 78602
Phone: (512) 332-8920
Email: dsmuck@cityofbastrop.org

QUOTE #: 06202023-JG-103R
DATE: July 25, 2023

BuyBoard #679-22

Hunter's Crossing

QTY	DESCRIPTION OF EQUIPMENT	UNIT COST	TOTAL COST
1	Modern Shade 4 Post Hip Super 40'W x 40'L x 12'H - Inground 24" x 7' piers	\$ 20,271.25	\$ 20,271.25
1	Install: Mobilization, New Footers, Assembly, and Installation of Modern Shade Canopies Above	\$ 15,338.00	\$ 15,338.00
1	Underground Utilities Survey	\$ 1,500.00	\$ 1,500.00
1	Sealed Engineered Drawings	\$ 1,000.00	\$ 1,000.00
1	T.F. Harper Discount	\$ (1,143.28)	\$ (1,143.28)
Notes	\$ (20,522.96) DEPOSIT FOR EQUIPMENT NEEDED WITH SIGNED PO / CONTRACT	Sub-Total	\$ 36,965.97
	Modern Shade Canopies Wind Loads (90MPH including 3 gusts) Live Loads (5PSF including snow)	Freight	\$ 251.71
		Sales Tax	EXEMPT
		TOTAL	\$ 37,217.68

QUOTE IS VALID FOR 20 CALENDAR DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION

August 14, 2023

PRICING IS BASED ON FULL ACCESS TO INSTALL AREA BY TRUCK / BOBCAT / SKYTRAK.

NOT INCLUDED: Permits, Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal, landscaping).

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.). By signing or issuing a PO to this quote, you are hereby agreeing to the attached Utility/ Rock Clause. If underground utilities are unknown and unmarked pricing is subject to an additional \$1,500.00 fee or signed waiver waving financial responsibility in case any underground utilities are damaged during installation.

Payment Terms: Deposit for equipment cost due (\$20,522.96); balance due upon completion of work and receipt of invoice.

Estimated Delivery & Installation: 14-16 weeks after receipt of signed quote, deposit and color selections.

Lead Time may vary dependent on manufacturers schedule for distribution

Accepted by: _____

Date: _____

P.O. # (if applicable): _____

Thank you for giving us the opportunity to quote this equipment.
Jessica Carter



ROCK CLAUSE

IN THE EVENT THAT SITE SOIL OR ROCK CONDITIONS ARE SUCH TO PREVENT NORMAL INSTALLATION TIME AND PROCEDURES, THE OWNER/CUSTOMER WILL BE RESPONSIBLE FOR ADDITIONAL EQUIPMENT AND LABOR EXPENSES IN THE AMOUNT OF FOUR HUNDRED AND FIFTY AND NO/100 DOLLARS (\$450.00) PER DAY IN ORDER TO ACCOMPLISH THE INSTALLATION.

UNDERGROUND UTILITY CLAUSE

NEITHER T. F. HARPER & ASSOCIATES, ITS EMPLOYEES OR ITS SUB-CONTRACTORS ARE RESPONSIBLE FOR ANY DAMAGE DONE TO ANY TYPE OF UNDERGROUND UTILITIES ON THE SITE CHOSEN BY THE PROPERTY OWNER/MANAGER TO INSTALL THE EQUIPMENT UNLESS THE OWNER/MANAGER HAS THESE LINES ACCURATELY STAKED PRIOR TO INSTALLATION COMMENCEMENT. WITHOUT PROPER AND ACCURATE STAKING OF THESE UNDERGROUND LINES, ANY COSTS INCURRED TO REPAIR DAMAGED LINES OR TO RENDER MEDICAL TREATMENT IN THE EVENT OF INJURY TO A T. F. HARPER & ASSOCIATES EMPLOYEE OR SUB-CONTRACTOR DUE TO CONTACT WITH UNMARKED UNDERGROUND LINES, SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER/MANAGER. T.F. HARPER & ASSOCIATES, ITS EMPLOYEES OR SUB-CONTRACTORS CANNOT PROCEED WITH ANY JOB WHERE UNDERGROUND LINES ARE THOUGHT TO BE PRESENT WITHOUT ACCURATE MARKINGS.

THE TERMS OF THIS PROPOSAL ARE UNDERSTOOD AND AGREED UPON BY THE UNDERSIGNED. THE UNDERSIGNED, AS THE OWNER OR REPRESENTATIVE OF THE OWNER, SWEARS TO BE AUTHORIZED TO SIGN THIS LEGAL AND BINDING AGREEMENT, THEREFORE ACCEPTING LEGAL RESPONSIBILITY AND LIABILITY FOR THE FULFILLMENT OF THE ABOVE TERMS.

Accepted By: _____

Date: _____



1685 S FM 1626
Buda, Texas
78610

Item 5E.

playground@tfharper.com

UNDERGROUND UTILITIES WAIVER

AT YOUR REQUEST WE WILL INSTALL EQUIPMENT IN THE LOCATION AS DIRECTED. YOU HAVE NOT CONTRACTED WITH US TO PERFORM UNDERGROUND UTILITIES SURVEYING FOR THIS AREA.

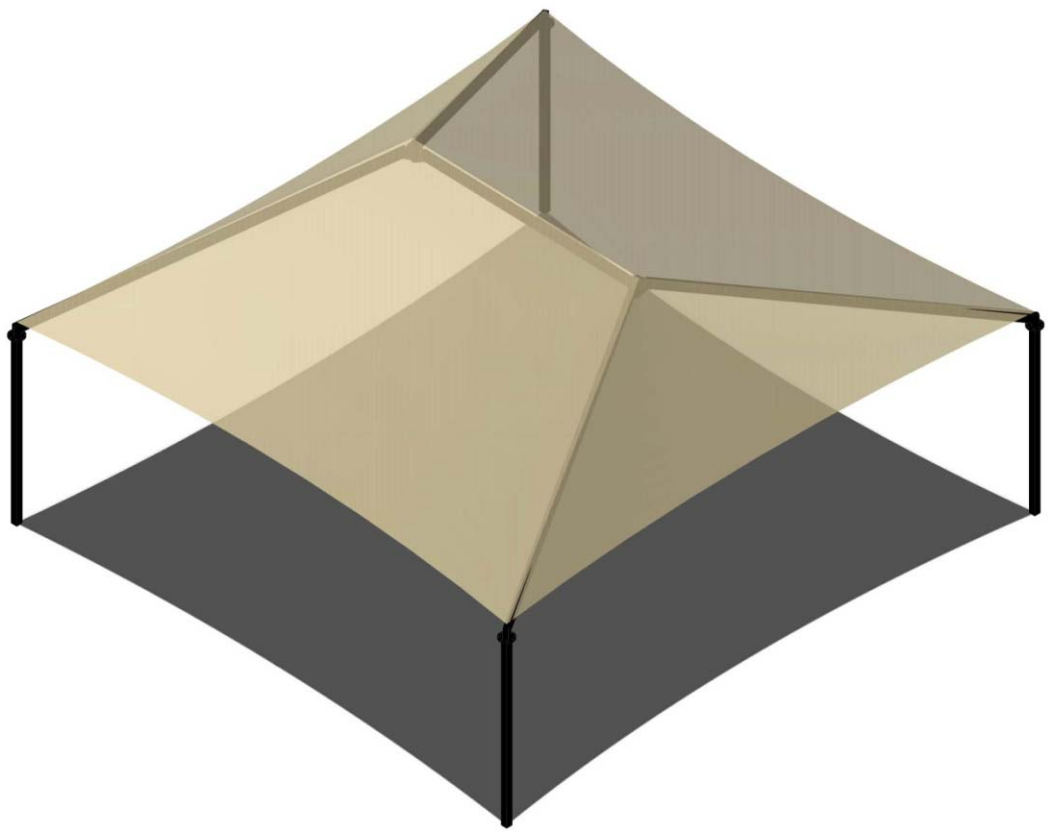
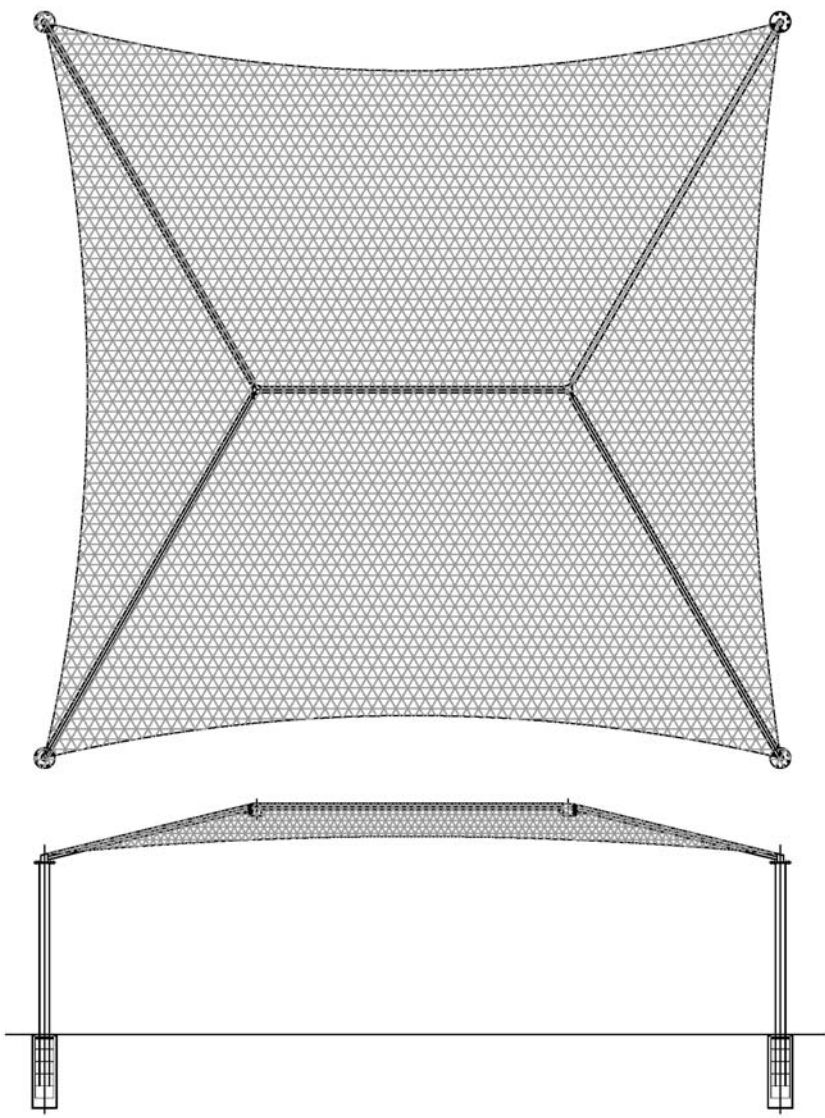
T. F. HARPER & ASSOCIATES WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGED UNDERGROUND UTILITIES THAT ARE NOT CLEARLY MARKED PRIOR TO MOBILIZATION.

THE TERMS OF THIS PROPOSAL ARE UNDERSTOOD AND AGREED UPON BY THE UNDERSIGNED. THE UNDERSIGNED, AS THE OWNER OR REPRESENTATIVE OF THE OWNER, SWEARS TO BE AUTHORIZED TO SIGN THIS LEGAL AND BINDING AGREEMENT, THEREFORE ACCEPTING LEGAL RESPONSIBILITY AND LIABILITY FOR THE FULFILLMENT OF THE ABOVE TERMS.

Accepted By: _____

Date: _____

4 POST HIP-SUPER STRUCTURE





1685 S FM 1626
Buda, Texas
78610

Item 5E.

playground@tfharper.com

Color Selection Worksheet

Customer Name: _____

Project Name: _____

SHADE FABRIC COLORS:

- | | | |
|---------------------------------------|---------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Charcoal | <input type="checkbox"/> Yellow | <input type="checkbox"/> White |
| <input type="checkbox"/> Turquoise | <input type="checkbox"/> Steel Grey | <input checked="" type="checkbox"/> Sky Blue |
| <input type="checkbox"/> Rivergum | <input type="checkbox"/> Royal Purple | <input type="checkbox"/> Orange |
| <input type="checkbox"/> Navy Blue | <input type="checkbox"/> Natural | <input type="checkbox"/> Gun Metal |
| <input type="checkbox"/> Desert Sand | <input type="checkbox"/> Deep Ochre | <input type="checkbox"/> Cherry Red |
| <input type="checkbox"/> Cedar | <input type="checkbox"/> Cayenne | <input type="checkbox"/> Brunswick |
| <input type="checkbox"/> Brown | <input type="checkbox"/> Bright Green | <input type="checkbox"/> Black |
| <input type="checkbox"/> Aquatic Blue | | |

POWDER COAT POLE COLORS:

- | | |
|---------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Signal White | <input type="checkbox"/> Brown Red |
| <input type="checkbox"/> Signal Red | <input type="checkbox"/> Sepia Brown |
| <input type="checkbox"/> Beige | <input type="checkbox"/> Signal Blue |
| <input type="checkbox"/> Cobalt Blue | <input checked="" type="checkbox"/> Moss Green |
| <input type="checkbox"/> Zinc Yellow | <input type="checkbox"/> Traffic Black |
| <input type="checkbox"/> Window Grey | <input type="checkbox"/> Light Ivory |

Approved by: _____ (Print Name) _____ (Signature) _____ (Date)





Claim Procedure: In the event a warranty claim is required, please contact
 Jacquelyn Gonzales, Project Coordinator / Estimator
 800-976-0107 or 512-440-0707
 FAX: 512-440-0736

Warranty

Modern Shade, LLC. ("MODERN SHADE") warrants that all Commercial Shade Products (Product) sold shall be free of defects in materials or workmanship. The Warranty set forth shall be the purchaser's sole and exclusive Warranty and is effective from the date of Product shipment or pickup. MODERN SHADE further warrants:

LIMITED 20 YEAR NON-PRORATED WARRANTY against failure due to rust-through corrosion on all Commercial steel frames with the exception of powder coated steel frames installed within 5 miles of the coast which has a 10 YEAR NON-PRORATED WARRANTY against failure due to rust-through corrosion. Failure to provide routine maintenance as stated in the below Required Maintenance and Care will void the Warranty.

LIMITED 10 YEAR NON-PRORATED WARRANTY on all HDPE Commercial shade fabric and Teflon stitching against cracks, tears, material breakdown or significant fading as a direct result of ultra-violet exposure with the exception of Red, which carries a 3 year limited warranty. MODERN SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color.

Note: All HDPE Commercial shade fabric and Teflon stitching over 40' in length carry a limited 5 year non-prorated warranty. Other non-HDPE fabrics are covered by their respective manufacturer's warranty.

LIMITED 1 YEAR WARRANTY on all moving parts, surface coat finish or any other product or part not covered by one of the above warranties.

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Jacquelyn Gonzales, Project Coordinator / Estimator

800-976-0107 or 512-440-0707

FAX: 512-440-0736



Modern Shade

Premium Fabric Shade Structures

June 30, 2022

To: All our Valued Dealers and Customers From: Modern Shade LLC
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Please contact us with any questions you may have.

Thank you,

Clay Bridwell, CEO