



AGENDA
TYPE B ECONOMIC DEVELOPMENT CORPORATION & PARKS BOARD
COUNCIL CHAMBERS
AUGUST 08, 2022
7:15 PM

The Joshua Type B Economic Development Corporation & Parks Board will hold a Regular Meeting in the Council Chambers, located at 101 S. Main St., Joshua, Texas, on August 08, 2022. This meeting is subject to the open meeting laws of the State of Texas.

Individuals may attend the meeting in person or access the meeting via videoconference or telephone conference call.

Join Zoom Meeting:

<https://us02web.zoom.us/j/85321519870?pwd=aEN6VzFNM1J5bFpVUUUVaN1dadDNmdz09>

Meeting ID: 8532151 9870 Passcode: 298787

A member of the public who would like to submit a question on any item listed on this agenda may do so via the following options:

Online: An online speaker card may be found on the City's website (cityofjoshuatx.us) on the Agenda/Minutes/Recordings page. Speaker cards received will be read during the meeting in the order received by the City Secretary.

By phone: Please call 817/558-7447 ext. 2003 no later than 5:00 pm on the meeting day and provide your name, address, and question. The City Secretary will read your question in the order they are received.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. CITIZENS FORUM

The Economic Development Corporation - Parks Board invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the Economic Development Corporation - Parks Board is required under the Texas Open Meetings Act to limit its response to responding with a statement of specific factual information, reciting the City's existing policy, or directing the person making the inquiry to visit with City Staff about the issue. No Corporation deliberation is permitted. Each person will have 3 minutes to speak.

C. REGULAR AGENDA

1. Discuss and review the YTD Financial Statements for July 2022.
2. Discuss, consider, and possible action on meeting minutes of July 11, 2022.
3. Discuss, consider, and possible action on the FY 2022-23 Proposed Budget.
4. Discussion on possible future upgrades to the city park.

D. EXECUTIVE SESSION

1. The Type B Economic Development Corporation of the City of Joshua will recess into Executive Session (Closed Meeting) pursuant to the provisions of chapter 551, Subchapter D, Texas Government Code, to discuss the following:
 - a. Pursuant to Section 551.072 of the Texas Government Code to discuss or deliberate the purchase, exchange, lease, or value of real property.

E. RECONVENE INTO REGULAR SESSION

1. In accordance with Texas Government Code, Section 551, the Type B Economic Development Corporation will reconvene into regular session and consider action, if any, on matters discussed in executive session.

F. FUTURE AGENDA ITEMS/REQUESTS BY DIRECTORS TO BE ON THE NEXT AGENDA

(Members shall not comment upon, deliberate, or discuss any item that is not on the agenda. Members shall not make routine inquiries about operations or project status on an item that is not posted. However, any Members may state an issue and a request that this issue is placed on a future agenda.)

G. ADJOURN

The Type B Economic Development Corporation reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including 551.071 (private consultation with the attorney for the City); 551.072 (discussing the purchase, exchange, lease or value of real property); 551.074 (discussing personnel or to hear complaints against personnel); and 551.087 (discussing economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Pursuant to Section 551.127, Texas Government Code, one or more Directors may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. In addition, a quorum will be physically present at the posted meeting location of City Hall.

In compliance with the Americans with Disabilities Act, the City of Joshua will provide reasonable accommodations for disabled persons attending this meeting. Requests should be received at least 24 hours prior to the scheduled meeting by contacting the City Secretary's office at 817/558-7447.

CERTIFICATE:

I hereby certify that the above agenda was posted on the 4th day of August 2022, by 5:00 p.m. on the official bulletin board at the Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway, TRMC, MMC
City Secretary

City of Joshua
Financial Statement
As of July 31, 2022

8/2/2022 4

Item 1.

| 300 - 4B Economic Development | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|--------------------------------------|-------------------------|-------------------------|--------------------|-------------------|-------------------|----------------|---------------------|
| Revenue Summary | | | | | | | |
| Tax Revenue | 52,018.71 | 41,650.00 | 10,368.71 | 522,263.62 | 500,000.00 | 104.45% | (22,263.62) |
| Investment Earnings | 81.96 | 83.30 | (1.34) | 199.55 | 1,000.00 | 19.96% | 800.45 |
| Licenses, Permits & Fees | 30.00 | 916.66 | (886.66) | 12,557.00 | 11,000.00 | 114.15% | (1,557.00) |
| Miscellaneous | 0.00 | 166.67 | (166.67) | 1,200.00 | 2,000.00 | 60.00% | 800.00 |
| Revenue Totals | <u>52,130.67</u> | <u>42,816.63</u> | <u>9,314.04</u> | <u>536,220.17</u> | <u>514,000.00</u> | <u>104.32%</u> | <u>(22,220.17)</u> |
| Expense Summary | | | | | | | |
| Miscellaneous | 360.00 | 4,408.52 | (4,048.52) | 29,989.46 | 35,443.00 | 84.61% | 5,453.54 |
| Economic Development | 434.00 | 4,165.00 | (3,731.00) | 8,782.10 | 50,000.00 | 17.56% | 41,217.90 |
| Transfers Out | 0.00 | 0.00 | 0.00 | 4,172.70 | 379,165.00 | 1.10% | 374,992.30 |
| Expense Totals | <u>794.00</u> | <u>8,573.52</u> | <u>(7,779.52)</u> | <u>42,944.26</u> | <u>464,608.00</u> | <u>9.24%</u> | <u>421,663.74</u> |

City of Joshua
Financial Statement
As of July 31, 2022

8/2/2022 4

Item 1.

| 300 - 4B Economic Development | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|--------------------------------------|-------------------------|-------------------------|--------------------|---------------|------------------|----------------|---------------------|
| Tax Revenue | | | | | | | |
| 300-4003 Sales Tax | 52,018.71 | 41,650.00 | 10,368.71 | 522,263.62 | 500,000.00 | 104.45% | (22,263.62) |
| Tax Revenue Totals | 52,018.71 | 41,650.00 | 10,368.71 | 522,263.62 | 500,000.00 | 104.45% | (22,263.62) |
| Investment Earnings | | | | | | | |
| 300-4600 Interest Income | 81.96 | 83.30 | (1.34) | 199.55 | 1,000.00 | 19.96% | 800.45 |
| Investment Earnings Totals | 81.96 | 83.30 | (1.34) | 199.55 | 1,000.00 | 19.96% | 800.45 |
| Licenses, Permits & Fees | | | | | | | |
| 300-4660 Park Pavilion Rental Fees | 30.00 | 83.33 | (53.33) | 685.00 | 1,000.00 | 68.50% | 315.00 |
| 300-4670 JBA Use Fees | 0.00 | 833.33 | (833.33) | 11,872.00 | 10,000.00 | 118.72% | (1,872.00) |
| Licenses, Permits & Fees Totals | 30.00 | 916.66 | (886.66) | 12,557.00 | 11,000.00 | 114.15% | (1,557.00) |
| Miscellaneous | | | | | | | |
| 300-4901 Misc. Revenue | 0.00 | 166.67 | (166.67) | 1,200.00 | 2,000.00 | 60.00% | 800.00 |
| Miscellaneous Totals | 0.00 | 166.67 | (166.67) | 1,200.00 | 2,000.00 | 60.00% | 800.00 |
| Revenue Totals | 52,130.67 | 42,816.63 | 9,314.04 | 536,220.17 | 514,000.00 | 104.32% | (22,220.17) |

City of Joshua
Financial Statement
As of July 31, 2022

8/2/2022 4:58:

Item 1.

| 300 - 4B Economic Development Non-Departmental | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|---------------|------------------|------------------|---------------------|
| Economic Development | 434.00 | 4,165.00 | (3,731.00) | 8,782.10 | 50,000.00 | 17.56% | 41,217.90 |
| Miscellaneous | 360.00 | 4,408.52 | (4,048.52) | 29,989.46 | 35,443.00 | 84.61% | 5,453.54 |
| Non-Departmental Totals | 794.00 | 8,573.52 | (7,779.52) | 38,771.56 | 85,443.00 | 45.38% | 46,671.44 |

| 300 - 4B Economic Development General Non-Departmental | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|---------------|------------------|------------------|---------------------|
| Transfers Out | 0.00 | 0.00 | 0.00 | 4,172.70 | 379,165.00 | 1.10% | 374,992.30 |
| General Non-Departmental Totals | 0.00 | 0.00 | 0.00 | 4,172.70 | 379,165.00 | 1.10% | 374,992.30 |
| Expense Total | 794.00 | 8,573.52 | (7,779.52) | 42,944.26 | 464,608.00 | 9.24% | 421,663.74 |

City of Joshua
Financial Statement
As of July 31, 2022

8/2/2022 4: Item 1.

| 300 - 4B Economic Development Non-Departmental | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|---------------|------------------|------------------|---------------------|
| 300-00-5840 380 Agreement Expenses | 0.00 | 3,491.86 | (3,491.86) | 13,840.07 | 24,443.00 | 56.62% | 10,602.93 |
| 300-00-5902 Banners For Entryway Signs | 0.00 | 83.33 | (83.33) | 0.00 | 1,000.00 | 0.00% | 1,000.00 |
| 300-00-5920 Downtown Infrastructure | 0.00 | 0.00 | 0.00 | 9,156.66 | 0.00 | 0.00% | (9,156.66) |
| 300-00-5930 Advertising | 360.00 | 833.33 | (473.33) | 6,992.73 | 10,000.00 | 69.93% | 3,007.27 |
| 300-00-5955 Type B Administrative | 434.00 | 4,165.00 | (3,731.00) | 8,782.10 | 50,000.00 | 17.56% | 41,217.90 |
| Non-Departmental Totals | 794.00 | 8,573.52 | (7,779.52) | 38,771.56 | 85,443.00 | 45.38% | 46,671.44 |

City of Joshua
Financial Statement
As of July 31, 2022

8/2/2022 4:11 PM

Item 1.

| 300 - 4B Economic Development General Non-Departmental | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|---------------|------------------|------------------|---------------------|
| 300-02-5975 Transfer To General Fund | 0.00 | 0.00 | 0.00 | 4,172.70 | 379,165.00 | 1.10% | 374,992.30 |
| General Non-Departmental Totals | 0.00 | 0.00 | 0.00 | 4,172.70 | 379,165.00 | 1.10% | 374,992.30 |
| Expense Totals | 794.00 | 8,573.52 | (7,779.52) | 42,944.26 | 464,608.00 | 9.24% | 421,663.74 |



MINUTES
TYPE B ECONOMIC DEVELOPMENT CORPORATION & PARKS BOARD
COUNCIL CHAMBERS
JULY 11, 2022
7:15 PM

PRESENT

Place 1 Glen Walden
 Place 2 Merle Breitenstein
 Place 4 Dustin Dees
 Place 5 Nicholas Larson
 Place 6 Kim Kimble
 Place 7 Courtney Hewett

STAFF

Mike Peacock, City Manager
 Molly Martin, EDC Director
 Amber Bransom, Asst. City Manager
 Alice Holloway, City Secretary

ABSENT

Place 3 Bill Funderburk

The Joshua Type B Economic Development Corporation & Parks Board will hold a Regular Meeting in the Council Chambers of Joshua City Hall, located at 101 S. Main St., Joshua, Texas, on July 11, 2022. This meeting is subject to the open meeting laws of the State of Texas.

Individuals may attend the meeting in person or access the meeting via videoconference or telephone conference call.

Join Zoom Meeting:

<https://us02web.zoom.us/j/88216161792?pwd=am9ON2lnK3cvbi9jaWtEazFoMGg3UT09>

Meeting ID" 882 1616 1792 Passcode: 384634

A member of the public who would like to submit a question on any item listed on this agenda may do so via the following options:

Online: An online speaker card may be found on the City's website (cityofjoshuatx.us) on the Agenda/Minutes/Recordings page. Speaker cards received will be read during the meeting in the order received by the City Secretary.

By phone: Please call 817/558-7447 ext. 2003 no later than 5:00 pm on the meeting day and provide your name, address, and question. The City Secretary will read your question in the order they are received.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Director Dees announced a quorum and called the meeting to order at 7:15 pm.

B. CITIZENS FORUM

The Economic Development Corporation - Parks Board invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the Economic Development Corporation - Parks Board is required under the Texas Open Meetings Act to limit its response to responding with a statement of specific

factual information, reciting the City's existing policy, or directing the person making the inquiry to visit with City Staff about the issue. No Corporation deliberation is permitted. Each person will have 3 minutes to speak.

NA

C. REGULAR AGENDA

1. Discuss, consider, and possible action on meeting minutes from April 18, 2022. (Staff Resource: A. Holloway)

Motion made by Director Walden to approve the meeting minutes of April 18, 2022, Seconded by Director Larson.

Voting Yea: Director Walden, Director Breitenstein, Director Dees, Director Larson, Director Kimble, Director Hewett

2. Review and discuss questions related to the budget report and financial statement for June 2022. (Staff Resource: M. Peacock)

City Manager Peacock stated that the biggest expense was the payment on the 380 Agreement regarding the parking lot across the street from city hall.

3. Discussion regarding the current agreement with Joshua Baseball Association. (JBA). (Staff Resource: M. Peacock)

City Manager Peacock stated that they are working on their 501 3C and working on changing their leadership. Director Dees stated that there is a new board on the Joshua Baseball Association. Dustin Dees stated that he is currently serving on the board to assist the association.

4. Discuss, consider, and possible action on authorizing the expenditure of \$8,750 to GrantWorks for the update of the Park Masterplan and authorize the city manager to execute all necessary documents. (Staff Resource: M. Peacock & A. Holloway)

Motion made by Director Kimble, to approve the expenditure of \$8,750 to GrantWorks for the update of the Park Masterplan and authorize the City Manager to execute all necessary documents. Seconded by Director Breitenstein.

Voting Yea: Director Walden, Director Breitenstein, Director Dees, Director Larson, Director Kimble, Director Hewett

5. Discussion and update on It's Your Park Day Event. (Staff Resource: A. Holloway)

City Secretary Holloway showed a video presentation of the It's Your Park Day Event. In addition, the commission discussed some necessary updates that is needed.

6. Discuss, consider, and take possible action on installing an outdoor fitness court at Joshua City Park.

Director Kimble stated that she would rather spend the money on new park equipment. Several other commission members agreed.

Motion made by Director Walden to table this item. Seconded by Director Breitenstein.

Voting Yea: Director Walden, Director Breitenstein, Director Dees, Director Larson, Director Kimble, Director Hewett

D. FUTURE AGENDA ITEMS/REQUESTS BY DIRECTORS TO BE ON THE NEXT AGENDA

(Members shall not comment upon, deliberate, or discuss any item that is not on the agenda. Members shall not make routine inquiries about operations or project status on an item that is not posted. However, any Members may state an issue and a request that this issue is placed on a future agenda.)

NA

E. Adjourn

Director Dees adjourned the meeting at 8:12 pm.

Dustin Dees
President

Alice Holloway, TRMC, MMC
City Secretary

Approved: August 08, 2022

TYPE B ECONOMIC DEVELOPMENT

|  | 2020-2021 Audited | 2021-2022 Amended Budget | 2022-2023 Proposed Budget | Variance Proposed to Amended |
|---|----------------------|--------------------------------|---------------------------------|------------------------------------|
|---|----------------------|--------------------------------|---------------------------------|------------------------------------|

REVENUES

| | | | | |
|--------------------------------|---------------------|---------------------|---------------------|---------------------|
| 300-4003 Sales Tax | \$517,439.16 | \$500,000.00 | \$625,000.00 | \$125,000.00 |
| 300-4600 Interest Income | \$66.46 | \$1,000.00 | \$500.00 | -\$500.00 |
| 300-4660 Pavillion Rental Fees | \$635.00 | \$1,000.00 | \$1,000.00 | \$0.00 |
| 300-4670 JBA Use Fees | \$13,061.00 | \$10,000.00 | \$13,000.00 | \$3,000.00 |
| 300-4901 Miscellaneous Revenue | \$0.00 | \$2,000.00 | \$5,000.00 | \$0.00 |
| TOTAL REVENUE | \$531,201.62 | \$514,000.00 | \$644,500.00 | \$127,500.00 |

EXPENDITURES**Business Development**

| | | | | |
|--|-------------------|--------------------|--------------------|-------------------|
| 300-00-5600 Capital Outlay | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 300-00-5853 Chamber of Commerce | \$9,500.00 | \$0.00 | \$0.00 | \$0.00 |
| 300-00-5840 380 Agreement Expenses | \$0.00 | \$24,443.00 | \$30,000.00 | \$5,557.00 |
| 300-00-5902 Banners for Entryway Signs | \$0.00 | \$1,000.00 | \$1,000.00 | \$0.00 |
| 300-00-5930 Advertising | \$0.00 | \$10,000.00 | \$10,000.00 | \$0.00 |
| | \$9,500.00 | \$35,443.00 | \$41,000.00 | \$5,557.00 |

Transfers

| | | | | |
|--------------------------------------|---------------------|---------------------|---------------------|--------------------|
| 300-02-5975 Transfer to General Fund | \$115,696.91 | \$379,165.00 | \$448,128.00 | \$68,963.00 |
| 300-02-5976 Transfer to Debt Service | \$154,790.00 | \$0.00 | \$0.00 | \$0.00 |
| | \$270,486.91 | \$379,165.00 | \$448,128.00 | \$68,963.00 |

Administrative

| | | | | |
|----------------------------|-------------------|--------------------|---------------|----------------------|
| 300-00-5955 Administrative | \$2,404.62 | \$50,000.00 | \$0.00 | -\$50,000.00 |
| | \$2,404.62 | \$50,000.00 | \$0.00 | (\$50,000.00) |

| | | | | |
|-----------------------------|---------------------|---------------------|---------------------|---------------------|
| TOTAL EXPENDITURES | \$282,391.53 | \$464,608.00 | \$489,128.00 | \$24,520.00 |
| REV OVER (UNDER) EXP | \$248,810.09 | \$49,392.00 | \$155,372.00 | \$102,980.00 |



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

Item 4.

QUOTE #Q74401-1

Date: 08/03/2022

Project: 27923

Created By: Kevin Amacker

Quote Name: Feature Replacement

BILL

Joshua, City Of
Amber Amaya
Joshua Splashpark - Service
, TX

☎ 817-558-7447

SHIP TO

Joshua Splashpark - Service
831 N. Main
Joshua, TX 76058

Terms:

Net 30 days

| QTY | Code | Descriptio | Size | Weight | Color | Unit Price | Ext. Price |
|----------------------|--------|--|------------------|--------|-------|-------------|--------------------|
| 1 | DISCBB | Proposal Includes Discount on BuyBoard Purchase, BuyBoard Contract #592-19 | | | | | \$0.00 |
| 1 | W294 | Little Sqwerts™ Turtle Sprayer. By: Water Odyssey | 12 | | | \$11,110.00 | \$11,110.00 |
| 1 | FF3022 | Fun Forms™ Baby Bee Aqua Spout by Water Odyssey | 3 GPM @ 3 PSI | | | \$3,198.00 | \$3,198.00 |
| 1 | W128 | Flower Shower™. By: Water Odyssey | 40-60 | | | \$11,554.00 | \$11,554.00 |
| 1 | FF3025 | Fun Forms™ Dellah Dragonfly Aqua Spout by Water Odyssey | 8 GPM @ 4 PSI | | | \$6,902.00 | \$6,902.00 |
| 1 | W061 | Daisy Raindrop™. By: Water Odyssey | 15 | | | \$19,294.00 | \$19,294.00 |
| 1 | FF3023 | Fun Forms™ Beatrice Butterfly Aqua Spout by Water Odyssey | 3 GPM @ 3 PSI | | | \$5,544.00 | \$5,544.00 |
| 1 | W292 | Little Sqwerts™ Frog Sprayer. By: Water Odyssey | 12 | | | \$11,110.00 | \$11,110.00 |
| Item Subtotal: | | | | | | | \$68,712.00 |
| Shipping & Handling: | | | | | | | \$3,928.57 |
| Discount: | | | | | | | -\$20,613.60 |
| Equipment Subtotal: | | | | | | | \$52,026.97 |
| Tax: | | | | | | | \$0.00 |
| Install: | | | | | | | \$27,484.80 |
| Total: | | | | | | | \$79,511.77 |

Special Terms and Conditions

Items not included:

These items are not included:

- Removal of the existing Features being replaced. As per the customer request, the city will be removing these features.
- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete lead walks or adjoining observation concrete deck areas.
- Shade systems or site amenities.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- SplashDeck top surfacing for slip resistance, colorization, or fall absorbency. SplashDeck shall be Medium Broom Finished concrete for slip resistance.
- Temporary security fence during construction.
- Storm Water Pollution Controls for project site.
- Safety wash station for chemical use area in filtration equipment enclosure if required.
- Any modifications to the Splashpark Surfacing or equipment, unless specified in this quote.

Initials _____



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

Item 4.

QUOTE #Q74401-1

Date: 08/03/2022

Project: 27923

Created By: Kevin Amacker

Quote Name: Feature Replacement

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Credit Card terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

Shipping Charges

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

No Bonding Included:

No performance, or payment bonds, and/or maintenance bonds are included. These are available upon request at additional cost for the bonds and processing.

Building Permits:

- Building permits are not included or provided.
- Engineer stamped plans are not included.
- Submittals and reviews for State of Texas ADA compliance and inspections are not included.

Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

Installation:

Installation quoted includes: Installation of new Splashpark features, including Adaptor Plates for the FunForm Features.

Lead Times:

Lead Times are after approval of all Initial submittals/colors, and begin once the order is placed with the manufacturer. Water Odyssey - the lead time for the embed portion to ship is 4 to 6 weeks and 8 to 12 weeks for the rest of features. Custom features are 18-20 weeks

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives.

Initials _____



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS

19535 Haude Road

Spring, TX 77388

Phone: (281) 353-9599 Fax: (281) 353-2265

Item 4.

QUOTE #Q74401-1

Date: 08/03/2022

Project: 27923

Created By: Kevin Amacker

Quote Name: Feature Replacement

General Terms and Conditions

Bill To:

Joshua, City Of

Terms:

Net 30 days

Ship To:

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted

Kevin Amacker

Date August 3, 2022

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____

PO#: _____

Printed Name & Title _____

Date of Acceptance _____

Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

Initials _____





Flower Shower to replace 3 buckets



Daisy Raindrop to replace tall red sprayer



Frog Sprayer to replace cannon sprayer



Turtle Sprayer to replace cannon sprayer



Beatrice Butterfly to replace ground sprayer

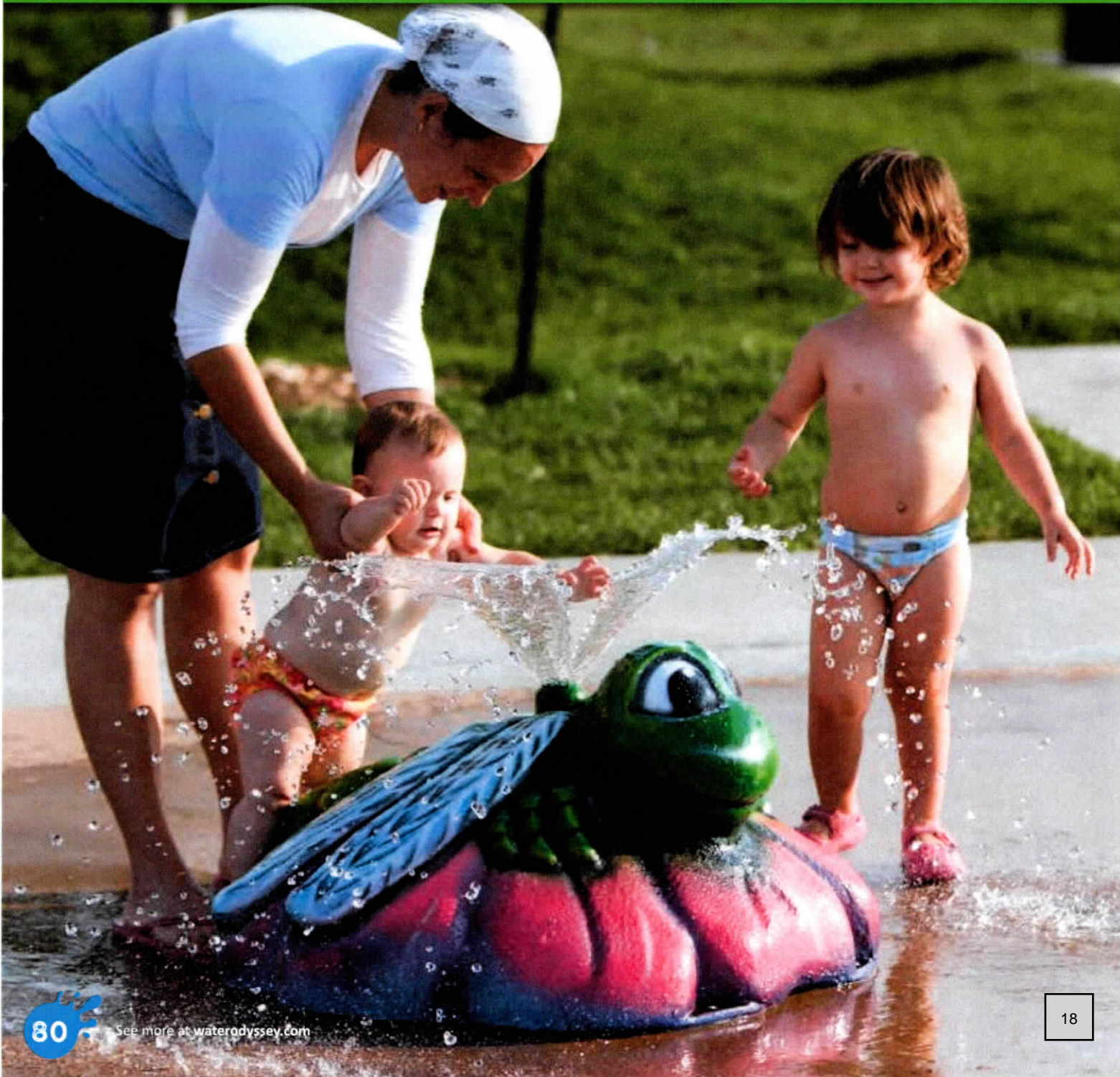


Delilah Dragonfly to replace ground sprayer



Baby Bee to replace Ground Sprayer

FUN FORMS NATURE THEME



THEMED ESSENTIALS



SCHOONER SPLASH

W148



8-24 GPM/30-91 LPM



Height: 19'-5"/592 CM



SWAYING PALM

W110-DC



8-24 GPM/30-91 LPM



Height: 12'-1"/368 CM



WHALE TAIL JR.

W215



10 GPM/38 LPM



Height: 7'-9"/236 CM



WATER PALM

W018



20-80 GPM/76-303 LPM



Height: 11'-0"/310 CM



FLOWER SHOWER

W128



40-60 GPM/151-227 LPM



W028C
10-20 GPM/38-76 LPM



Height: 11'-8"/328 CM



DAISY RAINDROP

W061




15 GPM/57 LPM



Height: 9'-3"/282 CM

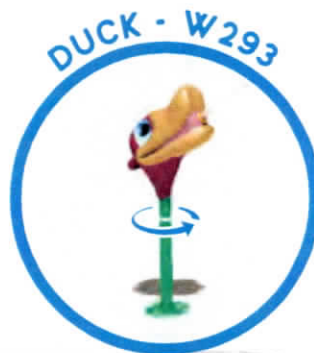
LITTLE SQWERTS™ SPIN N' SPRAYS

 12 GPM/45 LPM
Throw: 15 FT/ 457 CM

 12 GPM/45 LPM

 Height: 3'-4"/102 CM

These sprayers are equipped with a shorter stand pipe and intended for the junior set.





✓ **BEATRICE BUTTERFLY**
F3023 AQUA SPOUT

3 GPM/11 LPM

24"/16"/24"
61/41/61 CM



BILLY BOX TURTLE
F3032 AQUA SPOUT

4 GPM/15 LPM

26"/20"/18"
66/51/46 CM



✓ **DELILAH DRAGONFLY**
F3025 AQUA SPOUT

8 GPM/30 LPM

32"/32"/18"
81/81/46 CM



HARRY HIPPO
F3030 AQUA SPOUT

8 GPM/30 LPM

36"/24"/18"
91/61/46 CM



LINDSEY LADYBUG
F3005 AQUA SPOUT

3 GPM/11 LPM

14"/12"/6"
36/30/15 CM



✓ **BABY BEE**
F3022 AQUA SPOUT

3 GPM/11 LPM

18"/16"/10"
46/41/25 CM



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

Item 4.

QUOTE #Q74323

Date: 08/03/2022

Project: 27923

Created By: Kevin Amacker

Quote Name: Kraftkoat Refurbishment

Page 1 of 4

BILL TO

Joshua, City Of
Amber Amaya
Joshua Splashpark - Service
, TX
☎ 817-558-7447

SHIP TO

Joshua Splashpark - Service
831 N. Main
Joshua, TX 76058

Terms:

Net 30 days

| QTY | Code | Description | Size | Weight | Color | Unit Price | Ext. Price |
|------|---------------------|---|--------|--------|---------|------------|-------------|
| | DISCBB | Proposal Includes Discount on BuyBoard Purchase, BuyBoard Contract #592-19 | | | | | |
| 1920 | KRAFTKOATR EFURB | Refurbishing of existing KraftKoat. Includes: mobilization of the crew, materials, and equipment to the job site. Removal of mastic joint sealant, use of scarifying machine and handheld grinders to remove existing coating and to open up its surface pores. Grind open existing cracks and inject with epoxy weld for crack treatment. Acid wash newly profiled concrete to neutralize the surface. Hydro blast the entire area to remove any small or loose contaminants to ensure a clean bonding surface. Paper and mask surroundings to protect features, property and non-application areas. Apply epoxy 400 primer coat to bond substrate and KraftKoat products. Apply base coat. Apply KraftKoat Texture knockdown spray texture coat. Install new deco seal where the old had previously been removed. Apply KraftKoat acrylic colored finish coat in the specified colors. Apply clear coat with aluminum oxide add for additional slip resistance to protect, enhance and provide ease of maintenance to all newly textured areas. | 1920SF | | 1 Color | \$22.50 | \$43,200.00 |

| | |
|----------------------|--------------------|
| Item Subtotal: | \$43,200.00 |
| Shipping & Handling: | |
| Discount: | -\$15,120.00 |
| Equipment Subtotal: | \$28,080.00 |
| Tax: | \$0.00 |
| Install: | |
| Total: | \$28,080.00 |

Initials _____



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Quote Name: Kraftcoat Refurbishment

Page 2 of 4

Special Terms and Conditions

Items not included:

These items are not included:

Unless specifically listed in quote, these items are not included:

- Any modifications to the splashpad features, manifold, or system in general.
- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete lead walks or adjoining observation concrete deck areas.
- Shade systems or site amenities.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- Temporary security fence during construction.
- Storm Water Pollution Controls for project site.
- Safety wash station for chemical use area in filtration equipment enclosure if required.

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Credit Card terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

No Bonding Included:

No performance, or payment bonds, and/or maintenance bonds are included. These are available upon request at additional cost for the bonds and processing.

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives.□

Initials _____



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Page 3 of 4

Scope of Work

Prepare existing concrete splash pad for an application of KraftKoat Classic texture.

The Scope of work will include: The mobilization of the Krew, materials, and equipment to the job site.

- Chip away failed texture to get back to a strong bonding interface between existing coating and concrete.
- Remove all joint sealant.
- Hydro blast the entire area to remove any small or loose contaminants to ensure a clean bonding surface.
- Paper and mask surroundings to protect non-application areas.
- Apply Kraftkoat classic texture system to delaminated areas to mimic surrounding texture. (New texture may not match existing exactly)
- Backfill all previously prepared expansion joints with sand or backer rod and install self-leveling mastic.
- Apply Kraftkoat epoxy 54 primer coat for a strong bonding interface between existing texture and Kraftkoat products.
- Apply Kraftkoat signature colored acrylic finish coat in a color TBD.
- Apply Kraftkoat clear seal coat with aluminum oxide added for additional slip resistance to protect, enhance and provide ease of maintenance.
- Clean up job site of all materials, equipment, or any other related debris.

Access to water and electricity to be provided on site.

All work is weather depending.

Warranty duration: Kraftsman provides a limited (1) year warranty on all materials and labor.

Initials _____



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Project: 27923

Created By: Kevin Amacker

Quote Name: Kraftkoat Refurbishment

Page 4 of 4

General Terms and Conditions

Bill To:

Joshua, City Of

Ship To:

Terms:

Net 30 days

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Craftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Craftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Craftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Craftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Craftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Craftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Craftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, i.e. rock, landfill, etc. Price quoted includes Craftsman's standard Insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Craftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Craftsman, unless listed as individual line item in proposal.
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Authorized Signature

PO#:

Printed Name & Title

Date of Acceptance

Authorized Signature

Printed Name & Title

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

Total 107,591.⁷⁷