



**CITY OF WHARTON
PARKS AND RECREATION COMMITTEE
MEETING**

**Monday, February 27, 2023
5:30 PM**


***CITY HALL 120 EAST CANEY STREET
WHARTON, TEXAS 77488***

**NOTICE OF
CITY OF WHARTON
PARKS AND RECREATION COMMITTEE MEETING**

Notice is hereby given that a Parks and Recreation Committee Meeting will be held on Monday, February 27, 2023 at 5:30 PM at the Wharton City Hall, 120 East Caney Street, Wharton, Texas, at which time the following subjects will be discussed to-wit:

SEE ATTACHED AGENDA

Dated this 23rd day of February 2023.


By: 
Joseph R. Pace, City Manager

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Parks and Recreation Committee Meeting is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board, at City Hall of said City or Town in Wharton, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on February 23, 2023, at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

The Wharton City Hall is wheelchair accessible. Access to the building and special parking is available at the primary entrance. Persons with disabilities, who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at (979) 532-4811 Ext. 225 or by FAX (979) 532-0181 at least two (2) days prior to the meeting date. BRAILLE IS NOT AVAILABLE.

Dated this 23rd day of February 2023.

CITY OF WHARTON

By: 
Paula Favors
City Secretary



A G E N D A
CITY OF WHARTON
Parks and Recreation Committee Meeting
Monday, February 27, 2023
City Hall - 5:30 PM

Call to Order.

Roll Call.

Public Comments.


Review and Consider:

1. Minutes from the meeting held May 9, 2022.
2. Resolution: A resolution of the Wharton City Council accepting the Bay Area Council on Drugs & Alcohol (BACODA) Grant Agreement awarding \$61,700.13 towards installation of equipment and fencing for a dog park.
3. Resolution: A resolution of the Wharton City Council awarding a contract for the installation of fencing and equipment for the Dog Park and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.

Adjournment.

City of Wharton
120 E. Caney Street
Wharton, TX 77488

PARKS & RECREATION COMMITTEE

Meeting Date:	2/27/2023	Agenda Item:	Minutes from the meeting held May 9, 2022.
Attached are the minutes from the meeting held May 9, 2022.			
City Manager: Joseph R. Pace		Date: Thursday, February 23, 2023	
Approval: 			
Mayor: Tim Barker			

**MINUTES
OF
CITY OF WHARTON
CITY COUNCIL PARKS AND RECREATION COMMITTEE MEETING
City Hall, 120 East Caney Street, Wharton, Texas
Monday, May 9, 2022
6:30 p.m.**

City Manager, Joseph R. Pace, declared a meeting of the City Council Parks and Recreation Committee duly open for the transaction of business at 6:30 p.m.

Committee Members present were: Councilmember, Russell Machann; Councilmember, Steven Schneider and Councilmember, Terry Freese.

Committee Member absent was: None.

Council Member present was: Mayor, Tim Barker and Councilmember, Don Mueller.

Staff Members present were: City Manager, Joseph R. Pace; Assistant to the City Manager, Brandi Jimenez; Finance Director, Joan Anzel; City Secretary, Paula Favors; Facilities Maintenance Director, Bob Baker; Planning & Development Specialist, Krystal Hasselmeier and Director of Planning & Development Gwyn Teves.

Staff Members absent were: None.

Visitors present were: Mr. Adraylle Watson; Ms. Stephanie Konvicka and Ms. Kodi Kieler.

Public comments. There were no public comments.

The first item on the agenda was to review and consider minutes from the meeting held March 28, 2022. Councilmember, Russell Machann, made a motion to approve the minutes as presented. Councilmember, Steven Schneider, seconded. All voted in favor.

The second item on the agenda was to review and consider a request from the Wharton County Farmer's Market requesting permission for the placement of portable restrooms for the remainder of the Spring Season, May 14, 2022- June 25, 2022, at Guffey Park. Ms. Kodi Kieler, President of the Wharton County Farmer's Market, stated to the Committee that the Farmer's Market was requesting permission for the placement of portable restrooms for the remainder of the Spring Season, May 14, 2022- June 25, 2022, at Guffey Park. She stated that the Farmer's Market would be asking for one male restroom, one female restroom and one hand-washing station. She stated that the restrooms would be picked up and cleaned weekly and once the restrooms were placed, they would be locked when on the premises of Guffey Park. She stated that the Farmer's Market would not need

city water hook up because the hand-washing stations are free-standing. After some discussion, Councilmember, Russell Machann, made a motion to recommend to the City Council to approve the placement of portable restrooms for the remainder of the Wharton County Farmer's Market Spring Season, May 14, 2022-June 25, 2022, at Guffey Park. Councilmember, Terry Freese, seconded the motion. All voted in favor.

The third item on the agenda was to review and consider a request from the Beautification Commission to pursue a Mini Mural Project at Pleasure Park. City Staff Liaison for the Beautification Commission, Krystal Hasselmeier, stated to the Committee that the Beautification Commission wanted to pursue a Mini Mural Project at Pleasure Park. She stated that on March 9, 2022, the City of Wharton Beautification Commission approved the Art Subcommittee to pursue the project proposal for a mini mural at one of the City of Wharton Parks. She stated that the Art Subcommittee had identified a location and a design was approved by the Facilities Maintenance Director, Bob Baker. She stated that the Committee wanted to paint a mural on the exterior bathroom wall facing the entrance to Pleasure Park for this proposed volunteer event. After some discussion, Councilmember, Terry Freese, made a motion to recommend to the City Council to approve the Beautification Commission's request to pursue a Mini Mural Project at Pleasure Park. Councilmember, Steve Schneider, seconded the motion. All voted in favor.


The fourth item on the agenda was adjournment.

The meeting adjourned at 6:36 p.m.

Joseph R. Pace, City Manager

City of Wharton
 120 E. Caney Street
 Wharton, TX 77488

PARK AND RECREATION COMMITTEE

Meeting Date:	2/27/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council accepting the Bay Area Council on Drugs & Alcohol (BACODA) Grant Agreement awarding \$61,700.13 towards installation of equipment and fencing for a dog park.
<p>On January 18, 2023, the Bay Area Council on Drugs & Alcohol (BACODA) announced they would fully fund the Beautification Commission Dog Park Project in the amount of \$61,700.13.</p> <p>The City Council approved to implement and fundraise for a Dog Park in an existing City Park in January 2022. The Beautification Commission and City Liaison received notification that the project has been selected for award and funding.</p> <p>Attached is the notification of award.</p> <p>Building Official, Claudia Velasquez, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, February 23, 2023	
Approval: 			
Mayor: Tim Barker			



City of Wharton

120 E. Caney • Wharton, TX 77488
Phone (979) 532-2491 • Fax (979) 532-0181

MEMORANDUM

DATE: February 22, 2023

FROM: Claudia Velasquez, Building Official

TO: Joseph Pace, City Manager
City of Wharton Council Members

SUBJECT: Bay Area Council on Drugs & Alcohol (BACODA) Funding Award

On January 18, 2023, the Bay Area Council on Drugs & Alcohol (BACODA) announced to fully fund the Beautification Commission Dog Park project in the amount of \$61,700.13

City Council approved to implement and fundraise for a Dog Park in an existing City Park in January 2022. The Beautification Commission and City liaison received notification that the project has been selected for award and funding on January 18, 2023.

Attached is the notification of award. It is my recommendation that the City Council accept the award of the funding and proceed with any required documents.

If you should have any questions, please contact me at 979-532-2491 ext. 232. Thank You.



Memorandum of Understanding (MOU)

The mission of the Matagorda/Wharton County Community Coalition is to mobilize community resources to reduce the harmful impact of alcohol, tobacco, and other drug use in our communities. Under the CCP-COVID funding, the program seeks to reduce stigma, increase awareness, and provide opportunities to reduce stress individually and collectively, in areas at risk of higher COVID impact based on distressed community index ratings. Further, this program seeks to build capacity in the community to sustain and build on resilience factors after the short-term funding term. Developing formal agreements with local entities is an essential tool in achieving this mission. The purpose of this agreement is to document partnership with a community organization for a particular project. The outline below will provide the purpose of and a description of the specific project, the parties involved, and the role of each party, and any specific terms and conditions.

This memorandum of understanding is between **BACODA’s Matagorda/Wharton County Community Coalition** and **Wharton Beautification Committee**.

PURPOSE AND DESCRIPTION OF PROJECT / EVENT / ACTIVITY:

The purpose and description of this project are as follows: The BACODA Matagorda/Wharton County Community Coalition will provide funding for Wharton Dog Park & A Rock Garden at the Wharton Library.

The coalition will:

- Provide funding to build dog park at 1924 North Fulton Wharton, Texas 77488, in the amount of \$61,700.13

The Wharton Beautification Committee will:

- Ensure maintenance of dog park
- Allow BACODA to place signage at the dog park

This document is not legally binding in any way. It serves to formalize an agreement of community partners to collaborate and foster relationships. This project-specific and extends only through the life of the project and no longer than the fiscal year ended August 31, 2024, whichever comes first. Either party may disengage from the agreement in writing due to changes in funding, lack of adequate personnel, or canceled event/meeting.

Carolann Peters, CEO
 Bay Area Council on Drugs & Alcohol
 2947 E. Broadway STE 400
 Pearland, Texas 77581
Carolann.peters@bacoda.org

Date

Date

**CITY OF WHARTON
RESOLUTION NO. 2023-XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL ACCEPTING THE BAY AREA COUNCIL ON DRUGS & ALCOHOL (BACODA) GRANT AGREEMENT AWARDED \$61,700.13 TOWARDS INSTALLATION OF EQUIPMENT AND FENCING FOR A DOG PARK.

WHEREAS, The City of Wharton was notified January 18, 2023, of a \$61,700.13 grant for installation of equipment and fencing for a dog park, and,

WHEREAS, The Wharton City Council wishes to accept the Bay Area Council on Drugs & Alcohol (BACODA) agreement and authorize the Mayor of the City of Wharton to execute all documents related to the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHARTON, TEXAS as follows:

Section I. The Wharton City Council hereby accepts the Bay Area Council on Drugs & Alcohol (BACODA) agreement and authorizes the Mayor of the City of Wharton to execute all documents related to the agreement.

Section II. The City of Wharton and the Bay Area Council on Drugs & Alcohol (BACODA) are hereby bound by the conditions as set forth in the agreement.

Section III. That this resolution shall become effective immediately upon its passage.

Passed, Approved, and Adopted this 27th day of February, 2023.

CITY OF WHARTON, TEXAS


By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

City of Wharton
 120 E. Caney Street
 Wharton, TX 77488

PARKS AND RECREATION COMMITTEE

Meeting Date:	2/27/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council awarding a contract for the installation of fencing and equipment for the Dog Park and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
<p>On January 10, 2022, the City Council approved to implement and fundraise for a Dog Park in an existing City Park. With fundraising efforts and assistance from Bay Area Council on Drugs & Alcohol (BACODA) the Dog Park will be fully funded to build the Dog Park located at 900 N. Fulton.</p> <p>The following proposals were received:</p> <ol style="list-style-type: none"> 1. Kraftsman Commercial Playgrounds & Equipment-\$56,793.38. 2. Dog On It Parks-\$68,080.00 3. Adventure Playground Systems-\$87,957.80 <p>The City Staff is recommending Kraftsman Commercial Playgrounds & Water Parks for the purchase of the equipment and installation for the Dog Park.</p> <p>Building Official, Claudia Velasquez, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, February 23, 2023	
Approval: 			
Mayor: Tim Barker			



City of Wharton

120 E. Caney • Wharton, TX 77488
Phone (979) 532-2491 • Fax (979) 532-0181

MEMORANDUM

DATE: February 22, 2023

FROM: Claudia Velasquez, Building Official

TO: Joseph R. Pace, City Manager
City of Wharton Council Members

SUBJECT: Proposals for Dog Park Equipment & Fencing

On January 10, 2022, the City Council approved to implement and fundraise for a Dog Park in an existing City Park.

With fundraising efforts and assistance from Bay Area Council on Drugs & Alcohol (BACODA) the dog park will be fully funded to build the dog park located at 900 N. Fulton.

The following proposals were received:

Information: Company	Services	Proposed Quote(s):
Kraftsman Commercial Playgrounds & Equipment	Equipment + 798 linear feet of 4ft Chain Link Fence with gates.	\$56,793.38
Dog On It Parks	Equipment Only	\$13,900
Total Outdoor Solutions	798 linear feet of 4ft Chain Link Fence with gates.	<u>\$54,180</u> Total project \$68,080
Adventure Playground Systems	Equipment Only	\$33,777.80
Total Outdoor Solutions	798 linear feet of 4ft Chain Link Fence with gates.	<u>\$54,180</u> Total project \$87,957.80

**Note: Quote(s) includes labor and materials*

We are recommending Kraftsman Commercial Playgrounds & Water Parks for the purchase of the equipment and installation for the Dog Park.

Please place this on the Parks and Recreations Committee meeting for February 27th and then if approved to the City Council the same evening.

If you should have any questions, please contact me at City Hall at 979-532-2491. Thank You.



Kraftsman

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

Item-3.

QUOTE #Q76229

Date: 02/15/2023

Project: 26655

Created By: David Ondrias

Quote Name: Dog Park Equipment with 4' Fence

Page 1 of 5

BILL TO

Wharton, City of ☎ 979-532-2492
Claudia Velasquez
Wharton Dog Park
120 East Caney Street
Wharton, TX 77488

SHIP TO

Wharton, City of ☎ 979-532-2492
Claudia Velasquez
Wharton Dog Park
900 N. Fulton Street
Wharton, TX 77488

Terms:
Net 30 days

QTY	Code	Description	Size	Weight	Color	Unit Price	Ext. Price
		Revised Drawing: KPS-26655-3, Option 3, Sheet K.1.1 (4' tall fence option)					
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #592-19					
1	RECF0001XX	Dog Play - Camel Hump Climber by Superior				\$2,504.00	\$2,504.00
1	RECF0015XX	Dog Play - Walk the Plank by Superior				\$3,317.00	\$3,317.00
2	B8WBRCS	Regal 8 ft Bench with Back, 3/4" #9 Expanded Metal, Rounded Corners, Two 2 3/8" Legs, Inground Mount	8'			\$862.62	\$1,725.24
1	FENCE-CUST	Custom Fencing by Kraftsman Supply And Install 789 Lf Of 4' O/a Blk Chain Link Using 2b Fabric (fuse Bonded) (4') Chain Link - (2) 10' Wide Double Swing Gates To Match Height Of New Fencing - (3) 4' Wide Walk Gates To Match Fencing With Self Closing Device Along With Latch For Self Closing. - All Gate Frame Work To Be Powder Coated Black - 2-3/8" Sch 40 Line Post With A 12" X 24" Concrete Footing. - 3" Sch 40 Terminal, Corner And Gate Post With A 12" X 36" Concrete Footing. - 1 5/8" Sch 40 Top Rail. - 9 Ga Bottom Tension Wire. - 8 Ga Finish 2b Fuse Bonded Blk Chain Link Fabric				\$40,667.00	\$40,667.00
		SHIPPED DIRECT FOUNTAINS (Installation NOT Included)					
2	KP90PF	*Pet Fountain by Kay Park Recreation *Drinking Fountains to be Drop Shipped only. Installation of drinking fountains is NOT INCLUDED.		85		\$2,622.00	\$5,244.00

Item Subtotal: \$53,457.24
Shipping & Handling: \$2,927.83
Discount: **-\$3,364.81**
Equipment Subtotal: \$53,020.26
Tax: \$0.00
Install: \$3,773.12

Total: **\$56,793.38**

Initials _____



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 Spring, TX 77388
 Phone: (281) 353-9599 Fax: (281) 353-2265

Item-3.

QUOTE #Q76229

Date: 02/15/2023

Project: 26655

Created By: David Ondrias

Quote Name: Dog Park Equipment with 4' Fence

Page 2 of 5

Special Terms and Conditions

Ship to Address:

Items are to be delivered directly to the shipping address listed on this quotation. Please check "ship to" address on this quote for accuracy. If "ship to" address is incorrect, please contact your sales representative with correct "ship to" address. Changes to the shipment delivery address after the shipment has left the factory will incur additional charges from the freight carrier.

Delivery and Unloading:

Customer is responsible for insuring 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 direct delivery 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. Delivery drivers are not required, or provided for unloading the materials/product from the truck. Kraftsman is not responsible for unloading said items.

Items not included:

These items are not included:

- 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.
- Excavation and Drainage of area for fall surfacing.
- Removal of existing fall surface materials.
- Removal of existing equipment.
- Storm Water Pollution Controls for project site.
- Temporary security fence during construction.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- Shade systems
- Installation of Drinking Fountains is not included in proposal.

Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

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.

Monthly Progress Billings

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

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.

Initials _____



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Item-3.

QUOTE #Q76229

Date: 02/15/2023

Project: 26655

Created By: David Ondrias

Quote Name: Dog Park Equipment with 4' Fence

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.

Locating for Underground Utilities:

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked by 811 prior to work done by Kraftsman. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

Installation:

Installation quoted includes: Receiving and unloading of equipment, excavation of required footings, assembly of structure, concrete for footings, and all equipment necessary for installation.

Project Completion:

Allow 2 to 4 weeks for preparation of plans, drawings, and submittals after acceptance of proposal provided that the following has been completed and approved by the customer:

- Project product submittals reviewed, approved and returned.
- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 3 to 6 weeks for project completion upon equipment delivery from manufacturer, issuance of building permits if required, weather permitting.

Lead Times:

Lead Times are after approval of all Initial submittals/colors, and begin once the order is placed with the manufacturer.

Lead Times are after approval of all Initial submittal info and colors.

Kay Park - lead time for items to ship is 8-10 weeks from the time order is placed with the manufacturer.

Superior Dog Playground - lead time for items to ship is 12-14 weeks from when the order is placed with the manufacturer.

Superior Site Amenities - lead time for items to ship 12-14 weeks from the time order is placed with the manufacturer.



Kraftsman

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Item-3.

QUOTE #Q76229

Date: 02/15/2023

Project: 26655

Created By: David Ondrias

Quote Name: Dog Park Equipment with 4' Fence

Page 4 of 5

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.□

Materials Receiving and Shipment Inspection:

When unloading product at time of delivery, be sure to check for any damage to the packaging, or damage to products, and review to determine if there may be any missing pieces. Make notations on the bill of lading regarding any observed damage, or missing parts or pieces. Freight damage or lost items claims will not be honored by the freight carrier unless it is noted on the bill of lading at the time of delivery. Also be sure to get digital photos of any damage to product or packaging for use in filing a future shipping damage or shortage claim.

Initials _____



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Item-3.

QUOTE #Q76229

Date: 02/15/2023

Project: 26655

Created By: David Ondrias

Quote Name: Dog Park Equipment with 4' Fence

Page 5 of 5

General Terms and Conditions

Bill To:
 Wharton, City of

Ship To:
 Wharton, City of

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 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 _____
 David Ondrias

Date February 15, 2023 _____

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!



Dog-ON-It-Parks
 2211 37th St.
 Everett, WA 98201
 P: 877-348-3647

QUOTE

COPY

Date	Quote #
2/13/2023	147652

Name / Address
City of Wharton Wharton, TX

Ship To
Wharton Dog Park Wharton, TX 77488

Quotes valid for 30 days.

Terms	Rep
Net 30	SZ

Item	Description	Qty	U/M	Rate	Total
7213	Stainless Steel Dog Watering Station Color: TBD	2	EA	2,685.00	5,370.00T
7408S	Complete Dog Waste Station w/single pull bag dispenser Color: TBD	1	EA	375.00	375.00T
R7002	Receptacle: Round or Square TBD Deluxe Eco Bench, 6' Base Color: Black, Green or Brown Seat Color: TBD	2	EA	710.00	1,420.00T
R7002-IG	Inground Anchor Kit - Set of 2 (Augers)	2	EA	40.00	80.00T
6401B-	A Frame, 3' High - BLUE/PEWTER w/ Black Posts Color: TBD (Substitute for "Camel Hump")	1	EA	2,725.00	2,725.00T
CC5403B-	Dachshund Double Ramp - BLUE/PEWTER w/Black Posts Color: TBD (Substitute for "Walk the Plank")	1	EA	2,410.00	2,410.00T
	*** Subtotal ***				12,380.00
Discount	Municipality Discount			-10.00%	-1,238.00
Freight Charges...	Shipping and Handling: Address changes, storage, etc may result in add'l fees. 1579049333			2,758.00	2,758.00T

Sales tax is only required for orders shipping into states where we have an established presence under applicable laws. We are not an agent for your state, and therefore cannot collect tax on their behalf. Please consult your state sales tax agency to determine what your obligation may be.

Acceptance of this quote is subject to DOIP's order cancellation policy. Any items cancelled, returned or refused are subject to a 25% restocking fee, along with any product specific fees, and customer is responsible for any and all freight costs. Customized products are non-refundable.

Subtotal	\$13,900.00
Sales Tax (0.0%)	\$0.00
Total	\$13,900.00

www.Dog-ON-It-Parks.com

Adventure Playground Systems
 845 Church Lane
 Houston, TX 77043
 Office: 713.935.9684
 Fax: 713.935.9633
 www.adventureplay.com



Item-3.

QUOTE

Quote Number: Q-013784

COPY

Bill To
City of Wharton, Beautification Commission
 1407 N Richmond Rd.
 Wharton, Texas 77488
 Nathan Vogt
 Phone: 979-532-2491
 nvogt@cityofwharton.com

Ship To
 Nathan Vogt
 Contact # 979 532 2491
 1407 N Richmond Rd.
 Wharton, Texas 77488

Date : 02/17/2023
 Price Valid Until : 03/03/2023
 Reference : Layout A1
 Sales Person : Heather Reeves
 Deposit : \$18,578 (55%)

SKU	Item & Description	Qty	Regular Price	Amount
1	Site Visit Pending Site Visit Pending: site visit must be conducted before installation. Crane and Bobcat access TBD Staging TBD Gate Code TBD Water and Electrical TBD Prices subject to change	0.00	0.00	0.00
2	Fido and Me Fountain SKU : UDOG-498 The Fido Fountain is where active dogs of all shapes and sizes can quickly find refreshment. Available in green powder coat finish. Lead Time: 16 weeks	2.00 Each	6,007.00	12,014.00
3	Assembly and Installation of Fido and Me Fountain Installation does not include a water connection to the water line. Customer to provide a source of water stub up at the location of the water fountain and ensure the line has an RPZ valve on the water supply. surface mounted onto concrete pad Additionally, a drain line is to be provided by the customer prior to APS installation. Location of Fido And Me Fountain to be determined on-site visit.	2.00	2,704.00	5,408.00
4	Concrete Pad SKU : CPAD 12sq/ft. (3ft x 4ft) Concrete Pad at 4 inch depth with 3000 psi concrete, 3/8 inch rebar at 18 inch on center, forms, materials, and labor turnkey with broom finish surfacing. Concrete required 28 days curing time.	12.00 Sq/Ft	13.65	163.80

SKU	Item & Description	Qty	Regular Price	Amount
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concealed conditions to the customer or owner so that Adventure Playground Systems can execute a change for any additional work. In any event, any damage caused by or to unforeseen concealed conditions is the sole responsibility of the customer or owner and Adventure Playground Systems shall not be held liable for any such damage. Additional labor costs and/or equipment rentals, and any costs directly related to the aforementioned concealed conditions that are required for the continuation of the installation will be added to the invoice as a change order.

14	Bobcat or Equivalent Rental SKU : INST-04 Adventure Playground Systems, Inc. is not liable for damage done by normal construction operations to any existing landscape or natural grass unless it is specified and quoted as a separate line item in this proposal.	1.00 Each	750.00	750.00
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15	Container, Dump Truck, or Equivalent for Removal of Materials SKU : INST-07	1.00 Each	600.00	600.00
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Terms and Conditions

16	Terms & Conditions TERMS & CONDITIONS • Orders not subject to cancellation • 55% deposit due with order • Balance due on project completion • Customer to provide Tax Exempt Certificate at time of written approval • Site Visit Pending	1.00	0.00	0.00
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Sub Total 31,982.80

Shipping charge 1,795.00

Total \$33,777.80

Payment Notes:

- TERMS & CONDITIONS
- Orders not subject to cancellation
 - 55% deposit due with order
 - Balance due on project completion
 - Customer to provide Tax Exempt Certificate at time of written approval
 - Site Visit Pending

Allow up to 8 weeks for preparation of plans, drawings, and permit submittals, if required, after acceptance of the proposal. The shipping date for manufactured products will be approximately 14 to 16 weeks after approval of submitted documentation, provided that the following conditions have been completed and approved by the customer:

1. Project product submittals reviewed, approved, and returned.
2. Color selection sheet (signed and dated)
3. Physical project address obtained
4. All contact names and phone numbers for the project
5. Exemption certificate (if applicable)
6. Deposit received per agreed payment terms

**BID**

February 17, 2023

Total Outdoor Solutions, LLC
 Mark Mata
 1825 Foote St.
 Wharton, TX. 77488
 979-559-6027

Nathan Vogt
 Dog Park

Wrought Iron Fence

*Install approx. 792 linear ft of wrought iron fence – 6' tall

*Commercial Grade fencing

*Flat top, 3 rail powder coated galvanized

*2 ½ black galvanized posts

*Install five walk through gates with hardware

Materials	\$38,780.00
Labor	\$15,400.00
Total Labor and Materials	\$54,180.00

This estimate is for completing the job described above based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.
Cost of materials due before work begins. Remaining balance due upon completion.

**CITY OF WHARTON
RESOLUTION NO. 2023-XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL AWARDED A CONTRACT FOR THE INSTALLATION OF FENCING AND EQUIPMENT FOR THE DOG PARK AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID CONTRACT.

WHEREAS, The Wharton City Council wishes to enter into a contract for the installation of fencing and equipment for the dog park with _____, and,

WHEREAS, The City of Wharton and _____, wishes to be bound by the conditions as set forth in the agreement; and,

WHEREAS, The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute said contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHARTON, TEXAS as follows:

Section I. The Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute an agreement with _____ for the installation of fencing and equipment at the dog park.

Section II. The City of Wharton and _____ are hereby bound by the conditions as set forth in the contract.

Section III. That this resolution shall become effective immediately upon its passage.

Passed, Approved, and Adopted this 27th day of February 2023.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary