



**Agenda**  
**Dayton Economic Development Corporation -**  
**Regular Board Meeting**  
**Dayton Community Center - 801 S. Cleveland**  
**Monday, April 13, 2026 at 6:00 PM**

1. **Call To Order**

2. **Invocation**

3. **Pledge of Allegiance**

4. **Citizen's Forum**

5. **Public Hearing**

5.a It is now \_\_\_\_\_ pm and I hereby recess the regular session of the April 13, 2026 Dayton Economic Development Corporation meeting and do hereby open a public hearing to solicit input prior to expending funds in support of the following project: to provide funding not to exceed \$13,500 for economic development purposes, being the installation of signage at Sawmill Park, which is located in Dayton, Texas.

It is now \_\_\_\_\_ pm and I hereby adjourn this public hearing and do hereby reconvene the April 13, 2026 regular session of the Dayton Economic Development Corporation.

5.b

It is now \_\_\_\_\_ pm and I hereby recess the regular session of the April 13, 2026 Dayton Economic Development Corporation meeting and do hereby open a public hearing to solicit input prior to expending funds in support of the following project: to provide funding not to exceed \$3,000 for economic development purposes, being assistance with signage for Organized Accounting, which is located in Dayton, Texas.

It is now \_\_\_\_\_ pm and I hereby adjourn this public hearing and do hereby reconvene the April 13, 2026 regular session of the Dayton Economic Development Corporation.

5.c

It is now \_\_\_\_\_ pm and I hereby recess the regular session of the April 13, 2026 Dayton Economic Development Corporation meeting and do hereby open a public hearing to solicit input prior to expending funds in support of the following project: to provide funding not to exceed \$25,000 for economic development purposes, being assistance with infrastructure for McDowell Rental, LLC, which is located in Dayton,

Texas.

It is now \_\_\_\_\_ pm and I hereby adjourn this public hearing and do hereby reconvene the April 13, 2026 regular session of the Dayton Economic Development Corporation.

5.d

It is now \_\_\_\_\_ pm and I hereby recess the regular session of the April 13, 2026 Dayton Economic Development Corporation meeting and do hereby open a public hearing to solicit input prior to expending funds in support of the following project: to provide funding not to exceed \$18,000 for economic development purposes, being assistance with building improvements for The Lollipop Quilt Shop, which is located in Dayton, Texas.

It is now \_\_\_\_\_ pm and I hereby adjourn this public hearing and do hereby reconvene the April 13, 2026 regular session of the Dayton Economic Development Corporation.

**6. Report from Dayton ISD**

**7. Report on City Activities**

Update on City Activities including: Planning and Development Projects, Legislative, Capital Projects, Finance, Grants, Events, Library, Community Center, Road Projects, Marketing and Communications

**8. Report from DEDC Board President**

Update on DEDC Activities including: Marketing, Grants, Incentives, DEDC and Community Events or Programs, DEDC Activities and Operations, Retail, Business Attraction, Business Retention and Expansion, Downtown Revitalization, Buildings and Sites, Planning and Development Projects, Strategic Plan Implementation, DEDC Staff Activities.

**9. Report from DEDC Executive Director**

Update on DEDC Activities including: Marketing, Grants, Incentives, DEDC and Community Events or Programs, DEDC Activities and Operations, Retail, Business Attraction, Business Retention and Expansion, Downtown Revitalization, Buildings and Sites, Planning, Strategic Plan Implementation, DEDC Staff Activities.

9.a DEDC Monthly Report

**10. Consent Agenda**

10.a Consider with possible action approval of the minutes from the March 9, 2026 DEDC Board Meeting

10.b Consider with possible action approval of the February 2026 financial report and TexPool statement

**11. Action Items**

- 11.a Consider awarding a grant to Organized Accounting in the amount of \$2,947.65 for signage installation.
- 11.b Consider awarding a grant to McDowell Rental, LLC in the amount of \$25,000 for infrastructure assistance.
- 11.c Consider awarding a grant to The Lollipop Quilt Shop in the amount of \$17,821.57 for building improvements.
- 11.d Discussion and possible action on entering into a contract with Sign of the Times in an amount not to exceed \$13,500 for the installation of a monument sign at Sawmill Park.
- 11.e Consider sponsoring CASA's Boots, Bling and Bandanas event.

**12. Workshops**

- 12.a Consider options for adding playground equipment at the Community Center.

**13. Executive Session**

- 13.a Texas Government Code Section §551.087 - Economic Development
  - Discussion regarding PXA
  - Discussion regarding TSP
  - Discussion regarding CV
- 13.b Texas Government Code §551.072 - Deliberation Regarding Real Property
  - Discussion regarding real property located at Lowe Street

**14. Post Executive Session Action Items**

**15. Requests for Future Agenda Items**

**16. Adjourn**

**I hereby certify that the above shown notice was posted at Dayton Community Center, 801 S Cleveland Street, and Dayton City Hall 117 Cook Street, Dayton, Texas 77535 on or before April 7, 2025.**

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**Chris Jarmon, Director of Economic Development**



TO:

FROM: Chris Jarmon

RE: It is now \_\_\_\_\_ pm and I hereby recess the regular session of the April 13, 2026 Dayton Economic Development Corporation meeting and do hereby open a public hearing to solicit input prior to expending funds in support of the following project: to provide funding not to exceed \$13,500 for economic development purposes, being the installation of signage at Sawmill Park, which is located in Dayton, Texas.

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DATE: April 13, 2026

ACTION REQUESTED:

Hold the public hearing



TO:

FROM: Chris Jarmon

RE:

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DATE: April 13, 2026



TO:

FROM: Chris Jarmon

RE: DEDC Monthly Report

DATE: April 13, 2026

ATTACHMENTS:

[4.13.2026 - Monthly Report.pdf](#)

DATE: April 13, 2026  
 TO: DEDC Board of Directors  
 FROM: Chris Jarmon, Director of Economic Development  
 SUBJECT: Director's Report

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<b>FY26 BUSINESS ASSISTANCE GRANTS</b>		
<b>Business Improvement Grant Program (\$30,000)</b>		
Applicant	Date Approved	Amount Approved
Approved Budget		\$ 30,000.00
Waves Auto Detailing	2/24/2026	\$ 4,774.66
Amount Remaining		\$ 25,225.34
<b>Beautification Grant Program (\$16,000)</b>		
Applicant	Date Approved	Amount Approved
Approved Budget		\$ 16,000.00
Amount Remaining		\$ 16,000.00
<b>Infrastructure Grant Program (\$40,000)</b>		
Applicant	Date Approved	Amount Approved
Approved Budget		\$ 40,000.00
Waves Auto Detailing	2/24/2026	\$ 24,683.10
Amount Remaining		\$ 15,316.90
<b>Community Development Program Budget (\$25,000)</b>		
Applicant	Date Approved	Amount Approved
Approved Budget		\$ 25,000.00
Amount Remaining		\$ 25,000.00
<b>Dayton Enhancement Committee (\$10,000)</b>		
Applicant	Date Approved	Amount Approved
Approved Budget		\$ 10,000.00
Remaining		\$ 10,000.00
Total Budgeted		\$ 121,000.00
Total Approved		\$ 29,457.76
Total Remaining		\$ 91,542.24

1. We are half way through the fiscal year. It is time to start thinking about budget and projects for next fiscal year.
2. Citizens can report issues directly to TxDot here: <https://www.txdot.gov/about/contact-us/report-an-issue.html>
3. We have launched a new Facebook Page
  - a. Name: Dayton, TX – Economic Development Corporation
  - b. Link: <https://www.facebook.com/profile.php?id=61586914872520>
4. On Monday, March 16, the City Council named Shane Burleigh as Dayton’s new permanent Police Chief.
5. On Monday, March 16, the City Council appointed John Gable (voting) and Leo Brown (advisory) to the DEDC Board of Directors.
6. We are working with Prairie View A&M University on a Business in Development (BID) Academy. The program is one day per week for nine weeks.
7. Major Outstanding Expenses - \$283,557.76
  - a. Playground equipment at Parker Park - \$34,100 (ratified by City Council on 1-12-26)
    - i. Purchase Order has been issued
    - ii. Estimated Start Date: May 18
    - iii. Estimated End Date: June 5
    - iv. All timelines are weather dependent
  - b. Lighting at Henderson Park - \$70,000 (ratified by City Council on 2-9-26)
    - i. Purchase Order has been issued
    - ii. Estimated Start Date: March 27
    - iii. Estimated End Date: May 15
    - iv. All timelines are weather dependent
    - v. **Deposit Paid (for materials and supplies): \$35,000**
  - c. Lighting at Sawmill Park - \$370,000 (ratified by City Council on 2-9-26)
    - i. Purchase Order has been issued
    - ii. Estimated Start Date: April 27
    - iii. Estimated End Date: May 15
    - iv. All timelines are weather dependent
    - v. **Deposit Paid (for materials and supplies): \$185,000**
  - d. Waves Auto Detailing Grant - \$29,457.76 (approved 2-24-26)
    - i. Estimated End Date: 3<sup>rd</sup> week of March
8. Cancelled contract with CivicPlus (old website provider)
9. Reminders
  - a. As a reminder, the second **OmniSource, LLC** payment (\$100,000) is due once they receive their certificate of occupancy (CO).

## 10. Events

- a. Training class with the Small Business Development Center (SBDC) will be held at the community center:
  - i. March 25 - Start, Grow, and Succeed with the SBDC (SBDC 101)
    1. Time: 10:00 AM – 11:30 AM
      - a. 1 hour presentation; 30 minute Q&A
    2. Location: Dayton Community Center
    3. Register here: <https://www.sbdc.uh.edu/assnfe/ev.asp?ID=15832>
    - 4. Results: 19 registered; 9 attended**
  - ii. June 10 – 2026 Marketing Trends for Small Business
    1. Time: 10:00 AM – 11:30 AM
      - a. 1 hour presentation; 30 minute Q&A
    2. Location: Dayton Community Center
    3. Register here:
- b. **Premier High School** held a presentation on March 24 at the Dayton Community Center. Premier High School is a public charter school.
- c. **Market 535** was held on March 28, 2026 from 10am to 3pm.
- d. **Dayton Ole Tyme Days** will be held on April 10-12.

## 11. Business Outreach Efforts

- a. Sent grant information to 713 N. Cleveland (Car Wash)
- b. Sent grant information to 307 Depot (Resale Shack)
- c. Referred three local businesses to the SBDC

## 12. Commercial Certificate of Occupancy

- a. BOSS Crane (12859 SH 146)

FY25/FY26 new housing permit comparison:

City of Dayton, Texas			
Permits - New Single Family Dwelling(s)			
October 2024	12	October 2025	6
November 2024	34	November 2025	7
December 2024	16	December 2025	6
January 2025	3	January 2026	16
February 2025	10	February 2026	19
March 2025	3	March 2026	8
April 2025	14	April 2026	
May 2025	19	May 2026	
June 2025	25	June 2026	
July 2025	25	July 2026	
August 2025	24	August 2026	
September 2025	6	September 2026	
Total	191	Total	62

**Note:** Westpointe = 3; Medina = 4; Juanita @ Lawrence = 1

FY25/FY26 sales tax revenue comparison:

City of Dayton, Texas			
Sales Tax Revenue			
October 2024		October 2025	\$95,462.86
November 2024		November 2025	\$134,217.32
December 2024		December 2025	\$113,026.29
January 2025	\$ 96,466.29	January 2026	\$108,336.26
February 2025	\$ 145,968.34	February 2026	\$130,420.76
March 2025	\$ 91,838.88	March 2026	
April 2025	\$ 81,736.13	April 2026	
May 2025	\$ 118,807.24	May 2026	
June 2025	\$ 112,815.58	June 2026	
July 2025	\$ 105,112.13	July 2026	
August 2025	\$ 125,381.57	August 2026	
September 2025	\$ 114,010.88	September 2026	
Total	\$ 992,137.04	Total	\$581,463.49

Capital Improvement Plan [CIP]

<u>FISCAL YEAR</u>	<u>FACILITY</u>	<u>DESCRIPTION OF PROJECT</u>	<u>ESTIMATED COST</u>
FY 2026	Parks	Add lights to Henderson Park	\$70,000
FY 2026	Parks	Add lights to Sawmill Park	\$370,000
FY 2026	Parks	Replace Playground Equipment at Parker Park	\$34,100
FY 2027	Parks	Add decorative lights around the Community Center	
FY 2027	Parks	Add Playground equipment to the Community Center	\$45,000
FY 2027	Parks	Install gates at Sawmill Park	
FY 2027	Parks	Install Sign at Sawmill Park	\$13,500
FY 2028	Parks	Expand splash pad at Parker Park	\$314,150
FY 2029	Parks	Add parking spaces to Daniel Park	
FY 2029	Parks	Construct large splash pad at Daniel Park	



SMALL BUSINESS DEVELOPMENT CENTER  
TEXAS GULF COAST NETWORK  
LEE COLLEGE

# 2026 MARKETING TRENDS FOR SMALL BUSINESSES

**WEDNESDAY, JUNE 10**

**10 - 11:30 A.M.**

 **Dayton Community Center**  
801 S. Cleveland, Dayton,  
Texas 77535

**REGISTER TODAY**

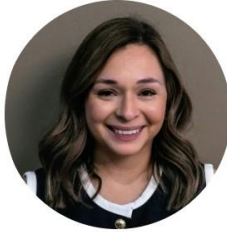


**SPONSORED BY:**



**PRESENTED BY:**  
**Shavonnah Schreiber**  
Founder & CEO, SNR Creative

## Prairie View Business in Development (BID) Academy



**Megan Rodriguez**  
Extension Agent, Willacy County  
(956) 689-2412  
mrguerrero@pvamu.edu



**Rina Castillo**  
Extension Agent, Hidalgo County  
(956) 383-1026 / Ext. 5961  
rdcastillo@pvamu.edu



**LaToya Scott**  
Extension Agent, Liberty County  
(936) 334-3230  
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**Janelle Johnson**  
Extension Agent, Fort Bend County  
(281) 633-7011  
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**Morgan Walker**  
Extension Agent, Jefferson County  
(409) 835-8461  
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**Alexis Horne**  
Extension Agent, Dallas County  
(214) 904-3050  
aahorne@pvamu.edu



**Chelse Lilly**  
Extension Agent, Tarrant County  
(817) 884-1954  
cblilly@pvamu.edu



**Ingrid Macias**  
Extension Agent, El Paso County  
(915) 771-2354  
inmacias@pvamu.edu



TO:

FROM: Chris Jarmon

RE: Consider with possible action approval of the minutes from the March 9, 2026 DEDC Board Meeting

DATE: April 13, 2026

AVAILABLE FUNDING:

n/a

ACTION REQUESTED:

Approval of the minutes

ATTACHMENTS:

[03-09-26 Minutes.pdf](#)



**Minutes**  
**Dayton Economic Development Corporation**  
**Regular Board Meeting**  
**Dayton Community Center - 801 S. Cleveland**  
**Monday, March 9, 2026 at 6:00 PM**

**1. Call To Order**

Board President Lacy Cooper-Bell called the meeting to order at 6:00pm.

<b>Present</b>	<b>Absent</b>
Board Member Cooper-Bell Board Member Conner Board Member Wentworth Board Member Whitehead Board Member Noyer Board Member Gable (advisory) Director Jarmon Attorney Sylvia Chamber President Sean Stockard	Board Member Pratka Board Member Cox (advisory) Board Member Miller (advisory) Board Member Hoy (advisory)

**2. Invocation**

Board attorney Daniel Sylvia gave the invocation.

**3. Pledge of Allegiance**

Board Member Bonnie Wentworth led the Board in the Pledge of Allegiance.

**4. Citizen's Forum**

No citizens were in attendance.

**5. Presentations**

**5.a Receive a presentation from The Retail Coach**

Kaleb Wilson from The Retail Coach was present for the meeting. Mr. Wilson showed the board a PowerPoint presentation. The presentation included cell phone data and it was explained how the data is collected and used to bring businesses to the city. Mr. Wilson also discussed with the board their recruitment process and discussed the businesses they have contacted and/or communicated with in regards to moving to or investing in Dayton.

6. **Report from Dayton ISD**

Dr. Travis Young provided the board with an update via email.

7. **Report from the Trinity Valley Chamber of Commerce**

Chamber Present Sean Stockard attended the meeting. Mr. Stockard presented the board with updates that included the membership levels are being revamped by the Chamber board and he will be able to provide additional information at a later date; the Chamber's annual gala is scheduled for Saturday, March 14; the Chamber is working with Meadow Noyer to create a supply closet for the Liberty ISD teachers and students; the Chamber will be doing a New Teacher Luncheon for the Liberty ISD teachers; the Chamber is also planning to hold a 2<sup>nd</sup> golf tournament at the Liberty Municipal Golf Course; the Spring tournament is held at Eagle Pointe in Mont Belvieu; Taste of Dayton is in the works and the committee is working to come up with a date and theme.

8. **Report on City Activities**

**Update on City Activities including: Planning and Development Projects, Legislative, Capital Projects, Finance, Grants, Events, Library, Community Center, Road Projects, Marketing and Communications**

Board Member Whitehead attended the Medina/DR Horton ribbon cutting event and learned that they offer great incentives for potential buyers; he also shared a link on Facebook where citizens can make complaints to TxDOT.

9. **Report from DEDC Board President**

**Update on DEDC Activities including: Marketing, Grants, Incentives, DEDC and Community Events or Programs, DEDC Activities and Operations, Retail, Business Attraction, Business Retention and Expansion, Downtown Revitalization, Buildings and Sites, Planning, Strategic Plan Implementation, DEDC Staff Activities.**

Board President Cooper-Bell notified the board of the departure of Heidi Soles from Leadership East Texas. The organizations is looking for a replacement.

10. **Report from DEDC Executive Director**

**Update on DEDC Activities including: Marketing, Grants, Incentives, DEDC and Community Events or Programs, DEDC Activities and Operations, Retail, Business Attraction, Business Retention and Expansion, Downtown Revitalization, Buildings and Sites, Planning, Strategic Plan Implementation, DEDC Staff Activities.**

**10.a DEDC Monthly Report**

Director of Economic Development Chris Jarmon provided the board with a monthly update on many items including, but not limited to, the following: board member Calvin Ceaser has submitted his resignation from the board; Waves Auto Detailing project expected completion date; CDI Texas event on March 4 and 5; SBDC Event on March 25; business outreach activities; permits issued and certificates of occupancy issued.

**11. Consent Agenda**

**11.a Consider with possible active approval of the minutes from the February 24, 2026 DEDC Board Meeting.**

Board Member Wentworth made a motion to approve the consent agenda. Board Member Noyer seconded the motion. Motion passed 5-0.

**12. Executive Session**

**12.a Texas Government Code §551.074 – Personnel Matters**

The Board went into Executive Session at 7:01 pm and closed Executive Session at 7:10 pm.

**13. Post Executive Session Action Items**

**13.a Consider and take possible action on personnel matters discussed in the executive session**

- **Dayton Economic Development Corporation Board Appointments**

Board Member Wentworth made a motion to recommend the appointment of the following people to the DEDC Board of Directors:

John Gable (voting)  
Karen Krnavek (advisory) or Leo Brown (advisory)

Board Member Conner seconded the motion. Motion passed 5-0.

**14. Request for Future Agenda Items**

Board Member Wentworth requested that the board discuss the Lowe Street property

**15. Adjourn**

Meeting was adjourned at 7:13 pm.

**I hereby certify that the above shown notice was posted at Dayton Community Center, 801 S Cleveland Street, and Dayton City Hall 117 Cook Street, Dayton, Texas 77535 on or before March 3, 2026.**

---

Chris Jarmon, Director of Economic Development



TO:

FROM: Chris Jarmon

RE: Consider with possible action approval of the February 2026 financial report and TexPool statement

DATE: April 13, 2026

AVAILABLE FUNDING:

n/a

ACTION REQUESTED:

Approval of the February 2026 financial statements

ATTACHMENTS:

[RECON FEBRUARY 2026\\_Redacted.pdf](#)

[RECON FEBRUARY 2026 - TEXPOOL\\_Redacted.pdf](#)

City of Dayton Texas  
**DEDC**  
Bank Reconciliation Statement  
Month Ended FEBRUARY 28, 2026

Bank Balance, FEBRUARY 28, 2026	\$ 519,442.72
Add: Outstanding credits:	\$ -
Deduct: Outstanding debits:	\$ 439.15
<b>Adjusted cash balance</b>	<b>\$ 519,003.57</b>
Book Balance, FEBRUARY 28, 2026	\$ 519,003.57
Add:	\$ -
Deduct:	\$ -
<b>Adjusted cash balance</b>	<b>\$ 519,003.57</b>

RECONCILED BY: P. Martinez DATE: 3/4/26  
REVIEWED BY: D. Long DATE: 3/4/26  
APPROVED BY: K. Miller DATE: 3/4/26

Notes:



Dayton, TX

# Balance Sheet Account Summary

As Of 02/28/2026

Account	Name	Balance	
<b>Fund: 600 - Dayton Economic Development Corp</b>			
<b>Assets</b>			
<u>600-00-1099</u>	Claim On Cash	0.00	
<u>600-82-1110</u>	Cash In Bank	519,003.57	
<u>600-82-1111</u>	Cash on Hand	0.00	
<u>600-82-1113</u>	CD's < 90 Days	0.00	
<u>600-82-1114</u>	Cash Over/Short	0.00	
<u>600-82-1115</u>	TexPool	3,057,082.41	
<u>600-82-1129</u>	Money Market Savings	0.00	
<u>600-82-1216</u>	Accounts Receivable	0.00	
<u>600-82-1219</u>	Accrued Revenue	0.00	
<u>600-82-1290</u>	Due From Other Funds	130,420.76	
<u>600-82-1291</u>	Due From Employees	0.00	
<u>600-82-1300</u>	Due from State	0.00	
<u>600-82-1460</u>	Deferred Outflows - Pension	6,677.69	
<u>600-82-1500</u>	Land	1,730,746.08	
<u>600-82-1520</u>	Equipment-Furn-Vehicles	0.00	
<u>600-82-1613</u>	Employee Travel Advance	0.00	
	<b>Total Assets:</b>	<u>5,443,930.51</u>	<u><b>5,443,930.51</b></u>
<b>Liability</b>			
<u>600-00-2099</u>	Accounts Payable Pending	0.00	
<u>600-82-2100</u>	Payroll Liabilities - Other	0.00	
<u>600-82-2110</u>	Accounts Payable	0.00	
<u>600-82-2121</u>	Accrued Payroll	0.00	
<u>600-82-2126</u>	Note Payable	0.00	
<u>600-82-2159</u>	Credit Union Deduction	0.00	
<u>600-82-2168</u>	FUTA	0.00	
<u>600-82-2176</u>	Due To Other Fund	0.00	
<u>600-82-2500</u>	Deferred Inflows - Pension	322.25	
<u>600-82-2701</u>	Compensated Absences Payable	0.00	
<u>600-82-2800</u>	Net Pension Liability	30,470.73	
	<b>Total Liability:</b>	<u>30,792.98</u>	
<b>Equity</b>			
<u>600-82-3000</u>	Opening Bal Equity	0.00	
<u>600-82-3109</u>	Fund Balance	3,905,942.62	
<u>600-82-3700</u>	Net Income - For Audit Entry Adjustment	0.00	
<u>600-82-3900</u>	Retained Earnings	1,309,607.68	
<u>600-82-3950</u>	Reserve for General Fixed Assets	42,638.42	
	<b>Total Beginning Equity:</b>	<u>5,258,188.72</u>	
Total Revenue		395,704.94	
Total Expense		240,756.13	
<b>Revenues Over/Under Expenses</b>		<u>154,948.81</u>	
	<b>Total Equity and Current Surplus (Deficit):</b>	<u>5,413,137.53</u>	
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<u><b>5,443,930.51</b></u>



Dayton, TX

# Bank Statement Register

## Dayton Economic Development Corporation

Period 2/1/2026 - 2/28/2026

Packet: BRPKT01276

### Bank Statement

### General Ledger

Beginning Balance	411,751.54	Account Balance	519,003.57
Plus Debits	109,345.17	Less Outstanding Debits	0.00
Less Credits	1,653.99	Plus Outstanding Credits	439.15
Adjustments	0.00	Adjustments	0.00
Ending Balance	519,442.72	Adjusted Account Balance	519,442.72

Statement Ending Balance	519,442.72
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

600-82-1110 Cash In Bank

### Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
02/06/2026	<u>DEP0056160</u>			DEDC SALES TAX REC'D IN JAN 26 FOF	108,336.26
Total Cleared Deposits (1)					108,336.26

### Cleared Checks

Item Date	Reference	Item Type	Description	Amount
02/05/2026	<u>61486</u>	Check	MIKE FIELDER, ATTORNEY AT LAW	-1,288.00
02/11/2026	<u>61487</u>	Check	CITIBANK	-365.99
Total Cleared Checks (2)				-1,653.99

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
02/28/2026	<u>INT0001216</u>	Interest	SMALL ACCT BANK INTEREST FEBRUARY 2	1,008.91
Total Cleared Other (1)				1,008.91

### Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
02/26/2026	<u>61488</u>	Check	CHRIS JARMON - Mileage Reimbursement for ICSC	-336.40
02/26/2026	<u>61489</u>	Check	GRANITE MEDIA PARTNERS	-102.75
Total Outstanding Checks (2)				-439.15



Dayton, TX

# Bank Statement Register

## Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Check	4	-439.15	-1,653.99	-2,093.14
Deposit	1	0.00	108,336.26	108,336.26
Interest	1	0.00	1,008.91	1,008.91
		-439.15	107,691.18	107,252.03



**FIRST  
LIBERTY  
BANK**

P.O. Box 10109  
Liberty, TX 77575

**Statement Ending 02/28/2026**

DAYTON ECONOMIC DEVELOPMENT CORPORATION

Account Number: [REDACTED]

Page 1 of 3

**Managing Your Accounts**

- Contact Us At First Liberty Bank
- Call Center (936) 336-6471
- Tele-Banking (888) 336-5290
- Online Banking [www.flb.bank](http://www.flb.bank)
- Mailing Address P.O. Box 10109  
Liberty, TX 77575

\*\*\*\*\*EXCLUDE-Email

DAYTON ECONOMIC DEVELOPMENT CORPORATION  
117 COOK ST  
DAYTON TX 77535-2605

**Summary of Accounts**

Account Name	Account Number	Interest Paid In 2025	Balance
Public Fund Now	[REDACTED]	23,587.99	519,442.72

**Public Fund Now**

**DAYTON ECONOMIC DEVELOPMENT**

Beginning Balance	2/01/26	411,751.54	
Deposits / Misc Credits	2	109,345.17	
Withdrawals / Misc Debits	2	1,653.99	
** Ending Balance	2/28/26	519,442.72	**
Service Charge		.00	
Interest Paid Thru 2/28/26		1,008.91	
Interest Paid Year To Date		1,876.38	
Annual Percentage Yield Earned		2.66%	
Number of Days for A.P.Y.E.		28	
Average Balance for A.P.Y.E.		500,072.39	
Enclosures		2	

**Deposits and Other Credits**

Date	Deposits	Activity Description
2/27	1,008.91	INTEREST EARNED

**ATM/Debit Card Transactions**

Date	Deposits	Withdrawals	Activity Description
2/06	108,336.26		ITM CHECK DEPOSIT

**Checks**

Date	Check No	Amount	Date	Check No	Amount
2/17	61486	1,288.00	2/20	61487	365.99

(\* indicates a break in check number sequence)



NOTE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

MEMBER  
**FDIC**<sub>25</sub>



DAYTON ECONOMIC DEVELOPMENT CORPORATION

**Managing Your Accounts**

-  Contact Us At First Liberty Bank
-  Call Center (936) 336-6471
-  Tele-Banking (888) 336-5290
-  Online Banking [www.flb.bank](http://www.flb.bank)
-  Mailing Address P.O. Box 10109  
Liberty, TX 77575

**Daily Balance Summary**

<b>Date</b>	<b>Balance</b>	<b>Date</b>	<b>Balance</b>	<b>Date</b>	<b>Balance</b>
2/06	520,087.80	2/20	518,433.81		
2/17	518,799.80	2/27	519,442.72		



Dayton, TX

# Balance Sheet Account Summary

As Of 02/28/2026

Account	Name	Balance
<b>Fund: 600 - Dayton Economic Development Corp</b>		
<b>Assets</b>		
<u>600-00-1099</u>	Claim On Cash	0.00
<u>600-82-1110</u>	Cash In Bank	519,003.57
<u>600-82-1111</u>	Cash on Hand	0.00
<u>600-82-1113</u>	CD's < 90 Days	0.00
<u>600-82-1114</u>	Cash Over/Short	0.00
<u>600-82-1115</u>	TexPool	3,057,082.41
<u>600-82-1129</u>	Money Market Savings	0.00
<u>600-82-1216</u>	Accounts Receivable	0.00
<u>600-82-1219</u>	Accrued Revenue	0.00
<u>600-82-1290</u>	Due From Other Funds	130,420.76
<u>600-82-1291</u>	Due From Employees	0.00
<u>600-82-1300</u>	Due from State	0.00
<u>600-82-1460</u>	Deferred Outflows - Pension	6,677.69
<u>600-82-1500</u>	Land	1,730,746.08
<u>600-82-1520</u>	Equipment-Furn-Vehicles	0.00
<u>600-82-1613</u>	Employee Travel Advance	0.00
	<b>Total Assets:</b>	<u>5,443,930.51</u>
		<u><u>5,443,930.51</u></u>
<b>Liability</b>		
<u>600-00-2099</u>	Accounts Payable Pending	0.00
<u>600-82-2100</u>	Payroll Liabilities - Other	0.00
<u>600-82-2110</u>	Accounts Payable	0.00
<u>600-82-2121</u>	Accrued Payroll	0.00
<u>600-82-2126</u>	Note Payable	0.00
<u>600-82-2159</u>	Credit Union Deduction	0.00
<u>600-82-2168</u>	FUTA	0.00
<u>600-82-2176</u>	Due To Other Fund	0.00
<u>600-82-2500</u>	Deferred Inflows - Pension	322.25
<u>600-82-2701</u>	Compensated Absences Payable	0.00
<u>600-82-2800</u>	Net Pension Liability	30,470.73
	<b>Total Liability:</b>	<u>30,792.98</u>
<b>Equity</b>		
<u>600-82-3000</u>	Opening Bal Equity	0.00
<u>600-82-3109</u>	Fund Balance	3,905,942.62
<u>600-82-3700</u>	Net Income - For Audit Entry Adjustment	0.00
<u>600-82-3900</u>	Retained Earnings	1,309,607.68
<u>600-82-3950</u>	Reserve for General Fixed Assets	42,638.42
	<b>Total Beginning Equity:</b>	<u>5,258,188.72</u>
Total Revenue		395,704.94
Total Expense		240,756.13
<b>Revenues Over/Under Expenses</b>		<u>154,948.81</u>
	<b>Total Equity and Current Surplus (Deficit):</b>	<u>5,413,137.53</u>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<u><u>5,443,930.51</u></u>



Dayton, TX

# Income Statement Account Summary

For Fiscal: 2025-2026 Period Ending: 02/28/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 600 - Dayton Economic Development Corp</b>						
<b>Revenue</b>						
<u>600-82-5115</u>	Sales & Use Tax	1,314,242.00	1,314,242.00	130,420.76	351,783.31	962,458.69
<u>600-82-5412</u>	Interest	100,000.00	100,000.00	1,008.91	43,921.63	56,078.37
	<b>Revenue Total:</b>	<b>1,414,242.00</b>	<b>1,414,242.00</b>	<b>131,429.67</b>	<b>395,704.94</b>	<b>1,018,537.06</b>
<b>Expense</b>						
<u>600-82-6320</u>	Office Supplies - General	1,110.00	1,110.00	0.00	164.39	945.61
<u>600-82-6331</u>	Postage & Shipping	100.00	100.00	0.00	0.00	100.00
<u>600-82-6349</u>	Council/Other Boards	1,285.00	1,285.00	12.99	501.96	783.04
<u>600-82-6351</u>	Public Relations	10,190.00	10,190.00	225.00	1,508.18	8,681.82
<u>600-82-6357</u>	Grants & Incentives	461,000.00	451,000.00	0.00	18,329.46	432,670.54
<u>600-82-6400</u>	Travel & Meals	8,050.00	8,050.00	336.40	336.40	7,713.60
<u>600-82-6401</u>	Education & Training	4,675.00	4,675.00	128.00	953.00	3,722.00
<u>600-82-6407</u>	Dues/Fees/Subscriptions	3,675.00	3,675.00	0.00	600.00	3,075.00
<u>600-82-6409</u>	Software	19,050.00	19,050.00	0.00	14,950.00	4,100.00
<u>600-82-6411</u>	Contracted Services	225,000.00	225,000.00	0.00	175,000.00	50,000.00
<u>600-82-6413</u>	Contracted Services - Landscaping	9,000.00	7,000.00	0.00	6,792.00	208.00
<u>600-82-6421</u>	Other Legal	25,000.00	25,000.00	1,288.00	6,048.00	18,952.00
<u>600-82-6423</u>	Advertising	1,050.00	15,050.00	0.00	2,725.49	12,324.51
<u>600-82-6424</u>	Publications	2,500.00	2,500.00	102.75	347.25	2,152.75
<u>600-82-6450</u>	Professional Services/Consultant	25,000.00	25,000.00	0.00	12,500.00	12,500.00
<u>600-82-6454</u>	Other Professional Services	3,500.00	1,500.00	0.00	0.00	1,500.00
<u>600-82-6512</u>	R & M - Other	1,000.00	1,000.00	0.00	0.00	1,000.00
	<b>Expense Total:</b>	<b>801,185.00</b>	<b>801,185.00</b>	<b>2,093.14</b>	<b>240,756.13</b>	<b>560,428.87</b>
<b>Fund: 600 - Dayton Economic Development Corp Surplus (Deficit):</b>		<b>613,057.00</b>	<b>613,057.00</b>	<b>129,336.53</b>	<b>154,948.81</b>	
<b>Total Surplus (Deficit):</b>		<b>613,057.00</b>	<b>613,057.00</b>	<b>129,336.53</b>	<b>154,948.81</b>	

Income Statement

For Fiscal: 2025-2026 Period Ending: 02/28/2026

**Group Summary**

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 600 - Dayton Economic Development Corp</b>					
Revenue	1,414,242.00	1,414,242.00	131,429.67	395,704.94	1,018,537.06
Expense	801,185.00	801,185.00	2,093.14	240,756.13	560,428.87
<b>Fund: 600 - Dayton Economic Development Corp Surplus (Deficit):</b>	<b>613,057.00</b>	<b>613,057.00</b>	<b>129,336.53</b>	<b>154,948.81</b>	<b>458,108.19</b>
<b>Total Surplus (Deficit):</b>	<b>613,057.00</b>	<b>613,057.00</b>	<b>129,336.53</b>	<b>154,948.81</b>	

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
600 - Dayton Economic Deve	613,057.00	613,057.00	129,336.53	154,948.81	458,108.19
<b>Total Surplus (Deficit):</b>	<b>613,057.00</b>	<b>613,057.00</b>	<b>129,336.53</b>	<b>154,948.81</b>	



Dayton, TX

# Check Report

By Check Number

Date Range: 02/01/2026 - 02/28/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: DEDC-Dayton Economic Development Corporation</b>						
02-14	MIKE FIELDER, ATTORNEY AT LAW	02/05/2026	Regular	0.00	1,288.00	61486
02-211	CITIBANK	02/11/2026	Regular	0.00	365.99	61487
02-366	CHRIS JARMON	02/26/2026	Regular	0.00	336.40	61488
02-67	GRANITE MEDIA PARTNERS	02/26/2026	Regular	0.00	102.75	61489

**Bank Code DEDC Summary**

Payment Type	Payable	Payment	Discount	Payment
	Count	Count		
Regular Checks	4	4	0.00	2,093.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>4</b>	<b>4</b>	<b>0.00</b>	<b>2,093.14</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	4	0.00	2,093.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<u>4</u>	<u>4</u>	<u>0.00</u>	<u>2,093.14</u>

### Fund Summary

Fund	Name	Period	Amount
600	Dayton Economic Development Corp	2/2026	2,093.14
			<u>2,093.14</u>

City of Dayton Texas  
DEDC TEXPOOL  
Bank Reconciliation Statement  
Month Ended FEBRUARY 28, 2026

Bank Balance, FEBRUARY 28, 2026	\$ 3,065,713.93
Add: Outstanding credits:	<u>\$ -</u>
Deduct: Outstanding debits:	<u>\$ -</u>
<b>Adjusted cash balance</b>	<u><u>\$ 3,065,713.93</u></u>

Book Balance, FEBRUARY 28, 2026	\$ 3,065,713.93
Add:	<u>\$ -</u>
Deduct:	<u>\$ -</u>
<b>Adjusted cash balance</b>	<u><u>\$ 3,065,713.93</u></u>

RECONCILED BY: B Martinez DATE: 3/4/26  
REVIEWED BY: C Strong DATE: 3/4/26  
APPROVED BY: Lester DATE: 3/4/26

Notes:



Dayton, TX

# Balance Sheet

## Account Summary

As Of 02/28/2026

Account	Name	Balance
<b>Fund: 600 - Dayton Economic Development Corp</b>		
<b>Assets</b>		
<u>600-00-1099</u>	Claim On Cash	0.00
<u>600-82-1110</u>	Cash In Bank	519,003.57
<u>600-82-1111</u>	Cash on Hand	0.00
<u>600-82-1113</u>	CD's < 90 Days	0.00
<u>600-82-1114</u>	Cash Over/Short	0.00
<u>600-82-1115</u>	TexPool	3,065,713.93
<u>600-82-1129</u>	Money Market Savings	0.00
<u>600-82-1216</u>	Accounts Receivable	0.00
<u>600-82-1219</u>	Accrued Revenue	0.00
<u>600-82-1290</u>	Due From Other Funds	130,420.76
<u>600-82-1291</u>	Due From Employees	0.00
<u>600-82-1300</u>	Due from State	0.00
<u>600-82-1460</u>	Deferred Outflows - Pension	6,677.69
<u>600-82-1500</u>	Land	1,730,746.08
<u>600-82-1520</u>	Equipment-Furn-Vehicles	0.00
<u>600-82-1613</u>	Employee Travel Advance	0.00
	<b>Total Assets:</b>	<b>5,452,562.03</b>
		<b><u>5,452,562.03</u></b>
<b>Liability</b>		
<u>600-00-2099</u>	Accounts Payable Pending	0.00
<u>600-82-2100</u>	Payroll Liabilities - Other	0.00
<u>600-82-2110</u>	Accounts Payable	0.00
<u>600-82-2121</u>	Accrued Payroll	0.00
<u>600-82-2126</u>	Note Payable	0.00
<u>600-82-2159</u>	Credit Union Deduction	0.00
<u>600-82-2168</u>	FUTA	0.00
<u>600-82-2176</u>	Due To Other Fund	0.00
<u>600-82-2500</u>	Deferred Inflows - Pension	322.25
<u>600-82-2701</u>	Compensated Absences Payable	0.00
<u>600-82-2800</u>	Net Pension Liability	30,470.73
	<b>Total Liability:</b>	<b>30,792.98</b>
<b>Equity</b>		
<u>600-82-3000</u>	Opening Bal Equity	0.00
<u>600-82-3109</u>	Fund Balance	3,905,942.62
<u>600-82-3700</u>	Net Income - For Audit Entry Adjustment	0.00
<u>600-82-3900</u>	Retained Earnings	1,309,607.68
<u>600-82-3950</u>	Reserve for General Fixed Assets	42,638.42
	<b>Total Beginning Equity:</b>	<b>5,258,188.72</b>
Total Revenue		404,336.46
Total Expense		240,756.13
<b>Revenues Over/Under Expenses</b>		<b>163,580.33</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>5,421,769.05</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>5,452,562.03</u></b>



CITY OF DAYTON  
 COMMUNITY DEVELOPMENT CORP  
 ATTN LESLIE HERRERA  
 117 COOK ST  
 DAYTON TX 77535-2695

# Participant Statement

Statement Period **02/01/2026 - 02/28/2026**

Customer Service **1-866-TEX-POOL**  
 Location ID [REDACTED]  
 Investor ID [REDACTED]

## TexPool Update

Stay informed with the latest market perspective from our portfolio managers and strategists by visiting the Insights page of TexPool.com.

<b>TexPool Summary</b>						
Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$3,057,082.41	\$0.00	\$0.00	\$8,631.52	\$3,065,713.93	\$3,067,698.95
<b>Total Dollar Value</b>	<b>\$3,057,082.41</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$8,631.52</b>	<b>\$3,065,713.93</b>	

## Portfolio Value

Pool Name	Pool/Account	Market Value (02/01/2026)	Share Price (02/28/2026)	Shares Owned (02/28/2026)	Market Value (02/28/2026)
Texas Local Government Investment Pool	[REDACTED]	\$3,057,082.41	\$1.00	3,065,713.930	\$3,065,713.93
<b>Total Dollar Value</b>		<b>\$3,057,082.41</b>			<b>\$3,065,713.93</b>

## Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	[REDACTED]	\$8,631.52	\$18,233.54
<b>Total</b>		<b>\$8,631.52</b>	<b>\$18,233.54</b>

## Transaction Detail

### Texas Local Government Investment Pool

Participant: CITY OF DAYTON

Pool/Account: [REDACTED]

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
02/01/2026	02/01/2026	BEGINNING BALANCE	\$3,057,082.41	\$1.00		3,057,082.410
02/27/2026	02/27/2026	MONTHLY POSTING	\$8,631.52	\$1.00	8,631.520	3,065,713.930
<b>Account Value as of 02/28/2026</b>			<b>\$3,065,713.93</b>	<b>\$1.00</b>		<b>3,065,713.930</b>



TO:

FROM: Chris Jarmon

RE: Consider awarding a grant to Organized Accounting in the amount of \$2,947.65 for signage installation.

DATE: April 13, 2026

COMMENTS:

Twyla Burkhalter operates Organized Accounting. Twyla is proposing to relocate her business from 1005 W. Clayton to 511 Ladd, Suite C. As part of the relocation, Twyla is requesting reimbursement for the installation of signage at her new location.

Twyla has received two bids for her proposed project:

Coast Graphics & Signs - \$5,895.30 (2' X 13')

146 Sign Company - \$3,970.27 (3' X 8')

The grant program operates on a reimbursement basis. Twyla would not be reimbursed until all permits are pulled and the sign is installed.

The Grants Review Subcommittee met on Monday, April 6 and there was consensus to move this grant application forward to the full board.

AVAILABLE FUNDING:

Business Improvement Grant Program

ACTION REQUESTED:

Approval of the grant

ATTACHMENTS:

[Grant Application - Organized Accounting \(Redacted\).pdf](#)

**Submittal Requirements**

- Signed and notarized application
- Letter explaining the proposed project and the need for grant funds
- Certificate of Fact - Status from the Texas Secretary of State *DBA (Liberty County)*
- Two quotes or estimates for each category of work, including at least one quote from a Liberty County business or contractor (Please be as specific as possible and include any renderings or construction drawings that you receive)
- Photos of the existing property
- Proof of property ownership or permission from property owner to participate in the grant program (if facility is leased)
- Signed copy of Compliance, Eligibility and Criteria Guidelines

Note: All submittal requirements must be provided in order for your application to be considered complete.

*801 Cleveland St  
Ste B*

**BUSINESS ASSISTANCE GRANT APPLICATION**

**Contact Information**

Company Name: Organized Accounting

Federal Tax ID# : 82-2819947

Primary Contact Name: First Name: Twyla Last Name: Borkhalter

Contact Title: owner

Mailing Address: PO Box 40954

City: Houston State: Tx Zip: 77240

Phone: 936-641-6569 Fax: 832-582-3592 Mobile: 832-432-4828

Email Address: twyla@organizedaccounting.com

Website: www.organizedaccounting.com

Description of Business Activity:

Accounting, Bookkeeping & Tax Services

NAICS: 541213

Company Age: 23 years.

Project Information

Project Type:

Business Improvement Grant (max reimbursement of \$25,000)

Façade Improvement  Interior Renovations  Tenant Build Out  Signage

Beautification Grant (max reimbursement of \$6,000)

Landscaping  Dayton Star Installation

Infrastructure Grant (max reimbursement of \$25,000)

Note: All grants are based on a 50% reimbursement, subject to the maximum amount of each grant category.

Project Address: 511 LADD St. Ste C

City: Dayton State: TX Zip: 77535

Is the Project Property Owned or Leased?  Owned  Leased

Lease Rate: \_\_\_\_\_/sf SF Leased: 950 Term of Lease: 3 years.

Landlord: Sandra Martinez

Address of Landlord: \_\_\_\_\_

Landlord Phone Number: \_\_\_\_\_

New or Existing Business:  New  Existing

Number of Existing Employees: 1 Full-Time 2 Part-Time

Number of New Employees: 1 Full-Time 1 Part-Time

Description of the Project: Tenant Buildout and new Signage  
Tenant Buildout will be two offices, floors, painting and  
installing cabinets.

Estimated Start Date: 4-1-2026 Estimated Completion Date: 4-30-2026

Overall Project Estimate 25,000

**Verification**

I (We), the undersigned APPLICANT(S), certify that all the information furnished DEDC has been furnished freely by the APPLICANT(S), herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Dayton Economic Development Corporation may or may not grant a Business Assistance Grant based upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Dayton Economic Development Corporation on this, the 18<sup>th</sup> day of March, 2026.

Applicant: Tuyka Burkhalter-Dunn

Signature: Tuyka Burkhalter-Dunn

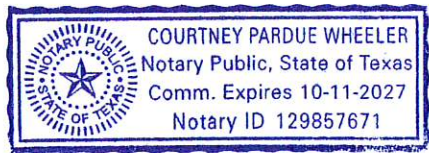
Address: PO Box 40954 Houston TX 77240

Phone Number: 936-641-6269

The State of Texas  
County of Liberty

Before me, the undersigned authority, on this day personally appeared

Tuyka Burkhalter-Dunn, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.



[Signature]

Notary Public in and for the State of Texas

My Commission Exp: October 11, 2027

Business Assistance Grant Programs



Co-Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

The State of Texas  
County of Liberty

Before me, the undersigned authority, on this day personally appeared

\_\_\_\_\_, known to me to be the persons whose names  
are subscribed to the foregoing instrument, and acknowledged to me and that they executed the  
same for the purposes therein expressed.

\_\_\_\_\_

Notary Public in and for the State of Texas

My Commission Exp: \_\_\_\_\_

Business Assistance Grant Programs



Property Owner/Landlord: Sandra Martinez

Signature: Sandra Martinez

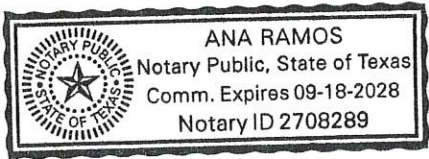
Address: 2309 Centennial Liberty, Tx 77575

Phone Number: (936) 776-2569

The State of Texas  
County of Liberty

Before me, the undersigned authority, on this day personally appeared

Sandra Martinez, known to me to be the persons whose names  
are subscribed to the foregoing instrument, and acknowledged to me and that they executed the  
same for the purposes therein expressed.



Notary Public in and for the State of Texas

My Commission Exp: 9-18-2028

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to the Dayton Economic Development Corporation, hereinafter referred to as "DEDIC", this Business Assistance Grant Programs application.

As part of this application, the APPLICANT represents to DEDIC the following:

1. APPLICANT has received a copy of the DEDIC's Guidelines and Criteria for the Business Assistance Grant Programs. APPLICANT acknowledges to DEDIC that in making this application, APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation thereof have been answered by authorized representatives of DEDIC prior to the submission of this application.
2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of DEDIC, its servants, agents, employees and/or elected or appointed officers.
3. By signing this document, "Application for Business Assistance Grant Programs" either in an individual capacity, jointly, or in a representative capacity. APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that DEDIC may rely thereon as if the same had been signed by APPLICANT or APPLICANT'S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.
4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, BUSINESS ASSISTANCE GRANT PROGRAMS 2 assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.
5. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Business Assistance Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section

1324a(f), the APPLICANT shall be required to reimburse to the DEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the DEDC. The form of such payment shall be a cashier's check or money order, made payable to the Dayton Economic Development Corporation. The DEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

6. Prior to APPLICANT'S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties hereto agree that based on the foregoing, this application for the Business Assistance Grant Programs shall not be construed in favor of one party over the other based on the drafting of this application.
7. APPLICANT and owner/landlord indemnify, defend, and hold DEDC harmless from any liability, injury, claim, expenses, and attorney's fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.
8. DEDC has delivered a copy of the guidelines and criteria for a Business Assistance Grant Programs to applicant for review, and the delivery hereof does not constitute an offer of an improvement grant.

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the Business Assistance Grant Programs. If any provision of this application for Business Assistance Grant Programs should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected thereby.

### 2026 Office Buildout Project Description

In April/May 2026, we plan to complete the buildout of approximately 950 square feet of commercial space to support the expansion of our accounting and tax services.

The project will include the installation of new flooring and full interior paint throughout the office. The layout will be improved by constructing two private offices: one fully enclosed 8' x 8' office, and a 12' x 10' office featuring a glass panel insert to maintain an open, modern aesthetic. A partition wall will also be added in the front area to define a dedicated reception space.

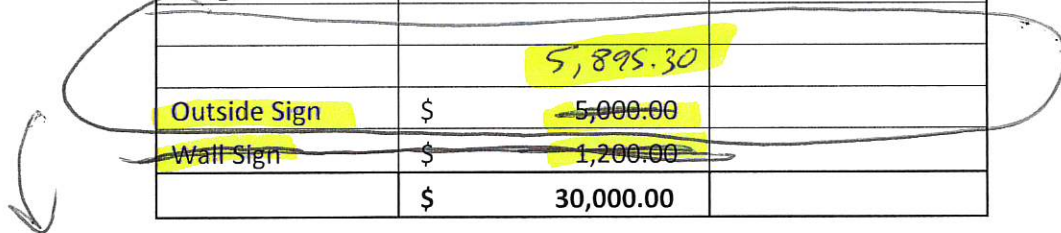
Additional improvements include the installation of cabinetry and a small sink in the rear of the office to support basic operational needs. Climate control will be enhanced with the installation of two to three mini-split air conditioning units to ensure a comfortable environment for both staff and clients.

Exterior and interior signage will be installed, including a primary outdoor business sign and a secondary interior sign on the partition wall to reinforce branding and visibility.

The project will utilize existing electrical infrastructure, with only minimal plumbing work required for the installation of the rear sink. This plumbing work will be completed by a licensed professional (Trex Plumbing).

Overall, this buildout is designed to create a functional, professional, and welcoming space to better serve our clients and support continued business growth.

Planned Buildout of Ladd Street Suite 3		
Labor BuildOut	\$ 10,000.00	Tim
Floors	\$ 1,600.00	Floor & Décor
Plumbing	\$ 300.00	TJ
Office Door - Mine	\$ 650.00	WayFair
Storage Door	\$ 100.00	Martin's Hardware
Bathroom Vanity	\$ 300.00	HomeDepot
Kitchen Cabinets	\$ 2,600.00	Vicky
Kitchen Sink	\$ 300.00	HomeDepot
Trim/Floors	\$ 750.00	HomeDepot
Paint	\$ 700.00	Sherwin Williams
A/C Install	\$ 6,000.00	
Fridge	\$ 500.00	
	5,895.30	
Outside Sign	\$ <del>5,000.00</del>	
Wall Sign	\$ <del>1,200.00</del>	
	\$ 30,000.00	



only item under consideration

2026000423  
HSHWHE  
1001 Pages

# Liberty County Clerk

## Lee Haidusek Chambers

1923 Sam Houston #209  
Liberty, TX 77575  
Phone: 936-336-4670



- NEW     RENEWAL
- WITHDRAWAL
- ABANDONMENT
- Original Date: \_\_\_\_\_
- Doc. No.: \_\_\_\_\_

### ASSUMED NAME (DBA) CERTIFICATE FOR UNINCORPORATED BUSINESS

NOTICE: "Assumed Names/DBA" are valid only for a period not to exceed 10 years from the date filed in the County Clerk's Office.  
TIME PERIOD BUSINESS NAME WILL BE USED 10 YEAR(S)

The county clerk is not responsible for verifying the accuracy of the information contained in a "assumed name/dba" certificate. This certificate properly executed is to be filed with the county clerk.

BUSINESS NAME: ORGANIZED ACCOUNTING & TAX SERVICE

BUSINESS ADDRESS: 1005 W CLAYTON ST 1ST FLOOR DAYTON TX 77535

MAILING ADDRESS: PO BOX 40954 HOUSTON TX 77240

BUSINESS/OWNER'S PHONE NUMBER: (936) 641-6269

#### WITHDRAWAL NOTICE OF INDIVIDUAL NAME ASSOCIATED WITH ASSUMED NAME CERTIFICATE

I/We, the undersigned, certify that the name(s) listed below have been connected with the business listed above and that I/we am/are no longer associated with said business as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Printed Name of Person Withdrawing	Signature of Person Withdrawing
Printed Name of Person Withdrawing	Signature of Person Withdrawing

#### BUSINESS IS TO BE CONDUCTED AS (CHECK ONLY ONE):

- UNINCORPORATED (Sole Proprietorship, General Partnership, Joint Venture, Estate, Real Estate Investment Trust)
- OTHER: \_\_\_\_\_

#### CERTIFICATE OF OWNERSHIP

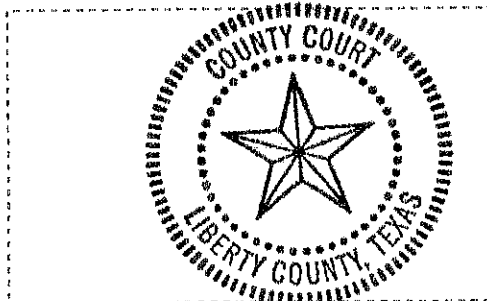
I/We, the undersigned, are the owner(s) of the above business and my/our name(s) and physical address(es) given is/are true and correct, and there is/are no ownership(s) in said business other than those listed herein below.

#### NAMES OF OWNER(S)

<u>TWYLA BURKHALTER</u>	
Printed Name	Signature
<u>553 COUNTY ROAD 601</u>	<u>DAYTON</u>
Residence Address	City
	<u>TX</u>
	State
	<u>77535</u>
	Zip
Printed Name	Signature
Residence Address	City
	State
	Zip

This instrument was acknowledged before me on this 3rd day of March, 2026  
by TWYLA BURKHALTER

Business Owner Name(s) Must Appear Here



NOTARY PUBLIC, STATE OF TEXAS  
"OR"  
Liberty County Clerk, DEPUTY

A person conducting business or rendering a professional service in this state under an assumed name who intentionally violates a provision of Chapter 71 of the Business and Commerce Code commits a Class A misdemeanor criminal offense.

THE STATE OF TEXAS

COUNTY OF LIBERTY

I hereby certify that this instrument was FILED on the  
date and the time stamped hereon by me and was duly  
RECORDED in the Records of Liberty County, Texas.

2026006423 ASNAME

03/03/2026 10:55:55 AM Total Fees: \$22.50



*Lee Haidusek Chambers*

Lee Haidusek Chambers, County Clerk  
Liberty County, TX

**Request for Taxpayer  
 Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
 requester. Do not  
 send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Organized Accounting LLC</b>	
	2 Business name/disregarded entity name, if different from above. <b>dba Organized Accounting &amp; Tax Services</b>	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>S</b> <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. <b>PO Box 40954</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Houston TX 77240</b>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
or	
<b>Employer identification number</b>	
<b>82</b>	<b>- 281 9947</b>

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person <b>Jorge M. [Signature]</b>	Date <b>3/24/24</b>
------------------	---	------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

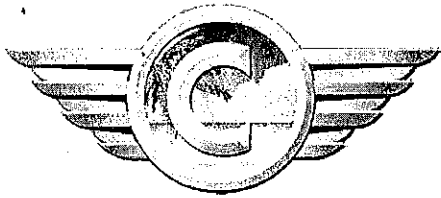
**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



QUOTATION

ORDER

COAST GRAPHICS & SIGNS, INC.  
**281.499.9721**  
FAX 281.595.2052  
16811 FM 521, PO Box 546, Rosharon, TX 77583  
www.coastsigns.com / info@coastsigns.com

DATE 3/25/2026  
ORDER NO. \_\_\_\_\_  
CUST. PO. NO. \_\_\_\_\_

CUSTOMER ORGANIZED ACCOUNTING AND TAX SERVICES  
STREET 514 LADD ST. SUITE C CITY DAYTON STATE TEXAS ZIP 77535  
NAME DEBBIE WILLIAMSON PHONE (936)641-6269 FAX \_\_\_\_\_  
JOB ADDRESS LISTED ABOVE ZIP \_\_\_\_\_

The undersigned, hereinafter called the Buyer, requests COAST GRAPHICS & SIGNS, herein called seller, to enter this order for:

ILLUMINATED WALL SIGN

A.) FABRICATE AND INSTALL (1) 2' X 13', INTERNALLY ILLUMINATED, SIGN CABINET PER SHOP DRAWINGS AS FOLLOWS:

- 1.) ALL ALUMINUM FRAME CONSTRUCTION.
- 2.) ALUMINUM OUTER SKIN, FINISHED WITH ACRYLIC POLYURETHANE PAINTS.
- 3.) LED LIGHTING ON 12" CENTERS.
- 4.) 3/16" HIGH IMPACT ACRYLIC FACES WITH TRANSLUCENT VINYL GRAPHICS

B.) 12 MONTH WARRANTY (MATERIALS AND LABOR).

C.) PERMIT FEES ARE ADDITIONAL, AND WILL BE BILLED AT COST.

D.) TERMS: 50% DEPOSIT REQUIRED, BALANCE DUE UPON COMPLETION OF WORK.  
(NET ZERO)

NOTE: TAX RATE - 8.25%

Notice to Buyer: Do Not Sign This Contract Before You Read Conditions On Reverse Side

Accepted:

COAST GRAPHICS & SIGNS .. GERALD GUSSETT. . . . .

Buyer \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ 20\_\_\_\_\_

TERMS Total due upon completion of work

Note: There will be a 3% processing fee added to all Credit Card payments

Purchase Price	\$ <u>5,446.00</u>
Sales Tax	\$ <u>449.30</u>
City Permit	\$ <u>TO FOLLOW</u>
Total	\$ <u>5,895.30</u>
Less Down Payment	\$ <u>2,947.65</u>
Total Balance	\$ <u>2,947.65</u>

## CONDITIONS OF CONTRACT TO BUYER

1. Buyer will furnish Seller with address and plot plan showing exact location of the sign for each job, on Seller's request.
2. Electrical connection to the sign will be Buyer's responsibility.
3. Since abnormal submerged conditions such as rocks, stumps, gas lines, sewer lines, water, and or sand, cave-ins, etc. cannot be foreseen, all hardship cost will be charged to the Buyer.
4. Seller reserves the right to modify or correct sign in any way necessary to conform with any changes in city, county or state law regulations or orders and conditions beyond Seller's control at job site to insure proper installation.
5. Seller assumes no responsibility for consent of public authorities of owner or lessee of building for the installation of sign.
6. Seller shall not be liable for any failure to install sign due to strikes, fires, rainy weather, floods, windstorms, freezing weather, sickness, commercial delays, acts of God, war or any other unforeseen conditions or contingencies beyond its control.
7. In the event building or location is not in readiness when the sign is ready for installation, 90% of the total balance shall be paid to the Seller immediately and the remainder of the balance shall be paid when the sign is installed.
8. Price of sign does not include city permit fee, does not include engineer's fee (if required by the city to obtain the city permit) or does not include anything the city would require to obtain the city permit. Price of sign does not include state and local sales tax. Price of sign does not include any changes or conditions made by shopping center or landlord.
9. It will be Buyer's responsibility to furnish all pitch-pans and steel stubbed thru roof, if necessary, for attached signs.
10. All signs installed by Seller out of his immediate area of operations, are subject to mileage or delivery charges.
11. If Buyer wants job started before the city permit is secured, Buyer will be responsible to pay for work performed on sign, if the city permit is not issued due to city regulations and ordinances.
12. A down payment will be required with all orders. No work on sign will be started until the down payment is paid to the Seller from Buyer.
13. The total balance will be paid on the date sign is installed, unless specified in TERMS on front side.
14. The contract will not accept any verbal changes. All changes are to be written into the contract and initialized by Seller and Buyer.
15. This contract shall apply to and bind the heirs, executors, administrators, successors, and assigns of Buyer and shall inure to the benefit of the Seller, his successors and assigns.
16. In the event that Buyer fails to pay the total balance of the sign on the designated time specified in Terms, and in the event of any check that Buyer pays Seller that becomes marked NSF or ACCOUNT CLOSED by Seller or Seller's bank, Buyer gives his consent and authorization to remove sign from Buyer's property, shopping center's property, or landlord's property immediately. After the balance, plus additional installation fee has been paid in full, the sign will be reinstalled.
17. In the event Buyer fails to comply with the conditions and terms of this contract, Buyer will pay all collection fees as set by a commercial collection agency and reasonable attorney fees incurred in prosecution of suit.

All work performed by **Coast Graphics & Signs** is guaranteed to be performed in first class condition insofar as workmanship is concerned. All materials furnished by **Coast Graphics & Signs** are guaranteed under the same provisions as guaranteed by the suppliers to **Coast Graphics & Signs** up to one year. There is a 90 day workmanship guarantee on new signs after installation if the sign has been connected to an electrical time clock by a licensed and bonded electrician, and the sign is not lighted over six hours per twenty-four day. After this designated time limit, Buyer will be charged a standard service call fee plus parts not guaranteed to **Coast Graphics & Signs** and to Buyer, from the suppliers. Buyer must meet all conditions of this contract or the guarantee will become void immediately. Also this guarantee will become void immediately if any one or any other sign company performs any work to the sign, other than the electrician wiring the sign during the guarantee period. **THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

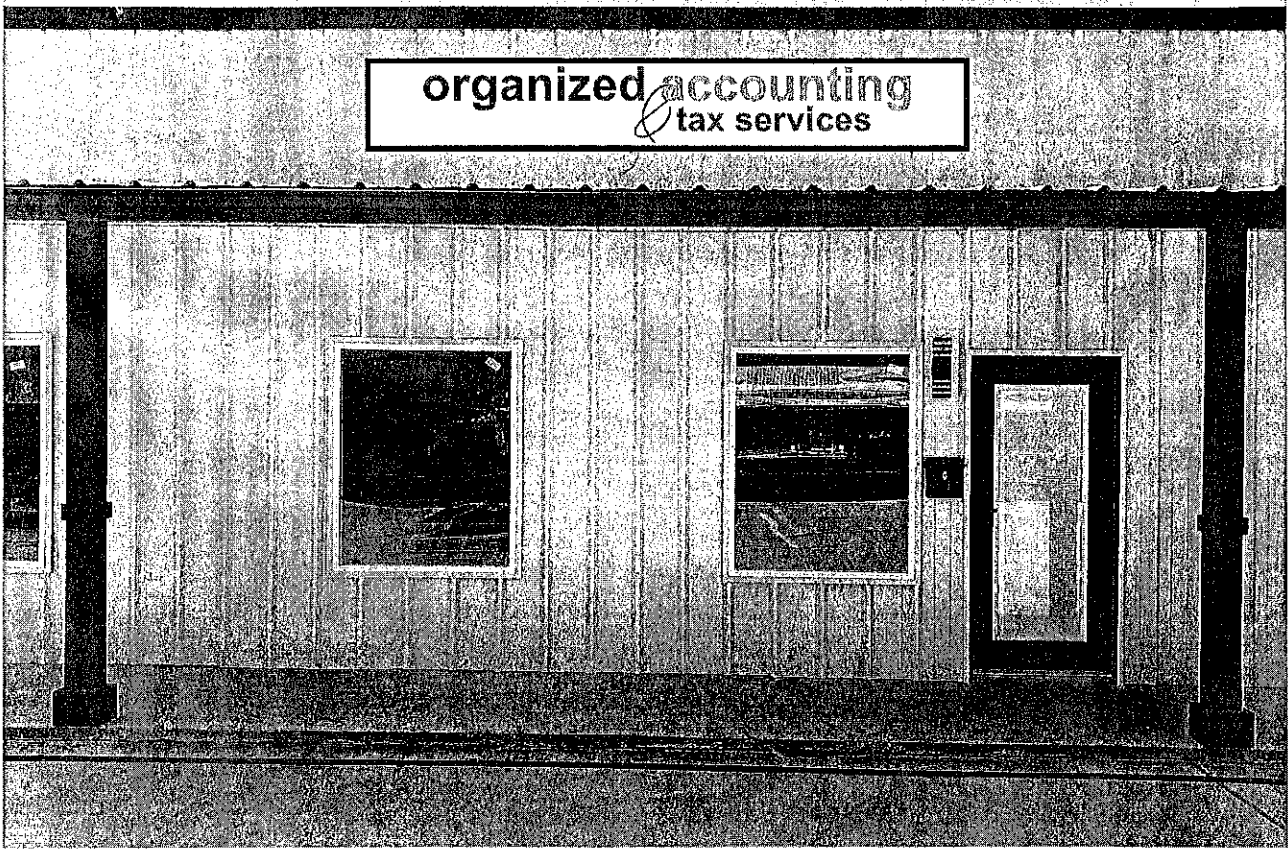
**Coast Graphics & Signs** is not responsible or liable in any way for breakage or damage of the work covered in this contract after installation.

---

Signature

---





Date

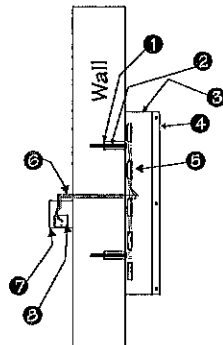


13'

2'

**organized accounting**  
tax services

-  BLACK RETAINERS & FILLER
-  WHITE ACRYLIC FACE
-  ORACAL 403 LIGHT VIOLET
-  ORACAL 063 LIME TREE GREEN



- 1 NON CORROSIVE SHIELD FASTNER
- 2 NON CORROSIVE 3/8" X 5" BOLT MINIMUM
- 3 ALUMINUM CABINET BODY
- 4 3/16" ACRYLIC FACE SECURED WITH RETAINERS
- 5 12 VOLT LED LIGHTING
- 6 1/2" SEAL TIGHT CONDUIT
- 7 OUTDOOR POWER SUPPLY CAN
- 8 POWER SUPPLY



**COASTSIGNS.NET**  
 P 281.499.9721 F 281.595.2052  
 16811 FM 521, PO Box 546, Rosharon, TX 77583  
 www.coastsigns.net / info@coastsigns.net  
 COAST GRAPHICS & SIGNS, INC.

**OPTION B - ILLUMINATED WALL SIGN**

SCALE: 1/2" = 1'

APPROVED BY:

DATE: 3/24/26

146 Sign Company, LLC

# Estimate

24095 Interstate 10  
Wallisville, TX 77597

Date	Estimate #
3/11/2026	78

Name / Address
Organized Accounting & Tax Services Twyla Burkhalter

				Project
Description	Qty	U/M	Rate	Total
3'X8' CABINET LIGHT BOX HEAVY DUTY ALUMINUM FRAME WELDED ACRYLIC FACE UV FULL COLOR PREMIUM GRADE TRANSLUCENT VINYL CUT APPLIED PER SQFT	1	ft	2,232.00	2,232.00T
PERMITTING FEES PLEASE NOTE! THESE ARE SUBJECT TO CHANGE AND ONCE THE CITY OF DAYTON HAS APPROVED THE SIGN, YOU WILL BE NOTIFIED THE COST.	1		50.00	50.00T
PLEASE NOTE! THIS QUOTE IS WITHOUT INSTALL. IF YOU WOULD LIKE INSTALL QUOTED THAT IS SEPARATE.			0.00	0.00T
Sales Tax			8.25%	188.27
			<b>Total</b>	\$2,470.27
			<b>Prepayments</b>	\$0.00
			<b>Balance Due</b>	\$2,470.27

*\$1500 - see attached*

*3910.27*



Twyla Burkhalter <oataxes@gmail.com>

---

## Estimate 78 from 146 Sign Company, LLC

---


**Accounts Payable** <accountspayable@146signco.com>  
To: Twyla Burkhalter <oataxes@gmail.com>

Wed, Mar 25, 2026 at 1:07 PM


Roughly another \$1500 but this price can fluctuate depending on day of install if there are any incidents or unforeseen circumstances.


Thank you,

# 146 SIGN CO

 (281) 535-3535

 sales@146signco.com

 www.146signco.com

 6738 HWY 146  
Dayton, TX 77535

---

**From:** Twyla Burkhalter <oataxes@gmail.com>  
**Sent:** Wednesday, March 25, 2026 12:50 PM  
**To:** Accounts Payable <accountspayable@146signco.com>  
**Subject:** Re: Estimate 78 from 146 Sign Company, LLC

[Quoted text hidden]



**TEXAS COMMERCIAL LEASE AGREEMENT**

**Premises**

**Address:** 511 LADD ST.

**City / State / ZIP:** Dayton, Texas 77535

**Square Footage:** 900 sq. ft.

**Suite:** C (A/B/C/D)

**Parties**

**Landlord:**

**Name:** Sandra Martinez

**Address:** [REDACTED]

**Email:** [REDACTED]

**Tenant:**

**Business Name:** Organized Accounting LLC

**Tenant Name:** Twyla Burkhalter - Dunn

**Address:** PO Box 40954 Houston TX 77240

**Email:** twyla @ organizedaccounting.com

**Effective Date**

This Lease is effective as of 1 (day) of April (month), 2020 (year) ("Effective Date").

Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

**Attachments / Exhibits**

- Exhibit A – Personal Guarantee (if applicable)

## 1. PREMISES

Landlord hereby leases to Tenant approximately 900 square feet of commercial space located at:

511 LADD ST. DAYTON, TX 77535

**No Residential Use:** Tenant is prohibited from:

- Sleeping or dwelling on the Premises
  - Providing overnight lodging for anyone
- Violation of this clause constitutes a **material default**.

## 2. TERM

The Lease term shall begin on of 1 (day) of April (month), 2020 (year) ("Commencement Date") and shall expire at 11:59 PM of 31 (day) of April (month), 2020 (year) ("Expiration Date"), unless earlier terminated in accordance with this Lease.

## 3. RENT

Tenant shall pay Landlord base rent in the amount of \$ [REDACTED] per month ("Base Rent"), due on or before the 1st day of each calendar month.  
Rent shall be payable by ACH, check, or other method approved by Landlord.

## 4. RENEWAL / NO AUTOMATIC RENEWAL

This Lease shall not automatically renew. Upon expiration of the Term, Tenant shall vacate the Premises unless the Parties enter into a written renewal agreement.

Any renewal shall be for a fixed term and at a Base Rent determined by Landlord and agreed to by Tenant at the time of renewal. All other terms and conditions of this Lease shall remain in full force and effect unless expressly modified in writing.

## 5. LATE FEES

A grace period of five (5) calendar days shall apply. If Rent is not received by the end of the 5th day after it is due, Tenant shall incur:

- A one-time late fee of \$100.00, PLUS
- \$20.00 per day for each day thereafter until Rent is paid in full.  
Late fees are deemed additional rent.

## 6. SECURITY DEPOSIT

Upon execution of this Lease, Tenant shall deposit \$ [REDACTED] as a Security Deposit.

The Security Deposit may be applied to unpaid rent, damages, costs of repair, or any default.

The Security Deposit shall not be applied toward the last month's rent without Landlord's written consent.

## 7. AS-IS CONDITION / NO HABITABILITY REPRESENTATION

THE PREMISES ARE LEASED STRICTLY "AS IS, WHERE IS."

Landlord makes no representation or warranty regarding condition, suitability, or fitness for any particular purpose.

Tenant acknowledges it has inspected the Premises and accepts full responsibility for preparing, revamping, and improving the Premises for Tenant's intended commercial use at Tenant's sole cost.

## 8. INITIAL BUILD OUT / REMODELING

Tenant may perform initial build-out/remodeling subject to:

- (a) Written plans describing all proposed work
- (b) Written start and completion dates
- (c) Completion by 30 (day) of April (month), 2026 (year)
- (d) Compliance with all applicable laws, codes, and ordinances
- (e) Tenant responsible for permits, inspections, and all costs

## 9. FUTURE ALTERATIONS – PRIOR WRITTEN APPROVAL REQUIRED

No further alterations or improvements without Landlord's prior written consent, including, but not limited to:

- Signage installation
- Interior walls/partitions
- HVAC, plumbing, electrical work
- Structural changes

If approved, Tenant executes a separate alteration agreement and remains solely responsible for all costs, permits, inspections, and restoration.

All improvements affixed to the Premises become Landlord property at lease expiration unless otherwise agreed.

## 10. MECHANIC'S LIENS

Tenant shall not permit any mechanic's or materialman's lien to attach to the Premises. Any lien arising from Tenant's work shall be discharged by Tenant within ten (10) days. Failure to do so constitutes default.

## 11. USE

Tenant shall use the Premises solely for the following approved commercial purpose:

Any change of use requires Landlord's prior written approval.

## 12. TENANT SECURITY RESPONSIBILITY

Tenant is fully responsible for:

- Locks
  - Alarms
  - Surveillance
  - Access control
- Landlord is **not liable** for theft, loss, or damage.

## 13. PEST CONTROL

- Landlord provides routine pest control.
- Tenant responsible for infestations caused by:
  - Trash
  - Food waste
  - Poor housekeeping
  - Negligence

#### **14. UTILITIES & EXPENSES (MODIFIED GROSS LEASE)**

This Lease is a Modified Gross Lease.

##### **Tenant Responsibilities**

Tenant shall be responsible for and shall timely pay for:

- All utilities separately metered to or serving the Premises, including electricity, water, gas (if applicable), and similar services
- Internet, telephone, data, and cable services
- Janitorial and cleaning services within the Premises
- Any utilities or services used exclusively by Tenant

#### **15. INSURANCE**

Tenant shall maintain commercial general liability insurance with minimum limits of \$1,000,000 per occurrence, naming Landlord as an additional insured.

Proof of insurance is required before occupancy and throughout the term.

#### **16. INDEMNIFICATION**

Tenant shall indemnify, defend, and hold Landlord harmless from all claims, damages, losses, and liabilities arising from Tenant's use or occupancy of the Premises, **except for Landlord's gross negligence or willful misconduct.**

This obligation survives termination of the Lease.

#### **17. ASSIGNMENT & SUBLETTING**

Tenant shall not assign or sublet the Premises without Landlord's prior written consent.

#### **18. DEFAULT & EVICTION (LANDLORD REMEDIES)**

If Tenant fails to pay Rent or breaches this Lease and fails to cure within fifteen (15) days after written notice, Landlord may:

- Terminate this Lease
- Re-enter and take possession
- Remove and store Tenant's property at Tenant's expense
- Recover unpaid rent, damages, and attorney's fees
- Exercise all remedies available under Texas law

#### **19. HOLDOVER**

If Tenant remains in possession after Lease expiration, Tenant shall pay **150% of the last month's Base Rent** as holdover rent, plus all damages.

Landlord may, at its option, offer a **30–90 day short-term extension.**

## 20. ABANDONED PROPERTY

Any personal property left on the Premises after termination shall be deemed abandoned and may be **disposed of or stored by Landlord at Tenant's expense.**

## 21. RIGHT OF ENTRY

- Reasonable notice required for inspections/showings
- Immediate entry allowed for emergencies

## 22. ATTORNEY'S FEES

The prevailing party in any legal action related to this Lease shall recover **attorney's fees, costs, and expenses.**

## 23. PERSONAL GUARANTEE (OPTIONAL)

*Tenant acknowledges that if the Tenant is a limited liability company, corporation, or other entity, Landlord may require a Personal Guarantee from the individual(s) signing below.*

*The Personal Guarantee is executed as a separate exhibit (Exhibit A) to this Lease and is incorporated herein by reference.*

## 24. ESTOPPEL CERTIFICATE

(a) Upon written request by Landlord (including email), Tenant shall execute and deliver an estoppel certificate within ten (10) days.

(b) Certificate shall confirm:

- Lease is in full force, unmodified except as stated
- Current Base Rent and additional rent
- Commencement and Expiration Dates
- Any defaults by either Party
- No agreements outside this Lease

(c) Reliance by Landlord, lenders, purchasers, or investors is permitted.

(d) Failure to deliver estoppel certificate is a **default.**

**25. NO WAIVER**

No waiver by Landlord of any provision or default shall constitute a waiver of subsequent breaches.

Acceptance of Rent does not waive Landlord's rights.

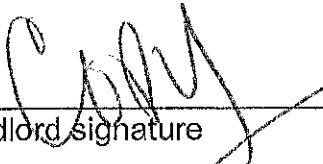
All waivers must be **in writing**.

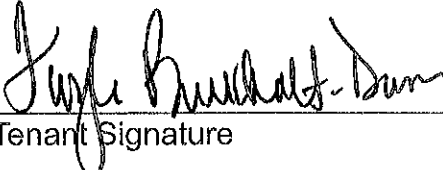
**26. GOVERNING LAW**

This Lease shall be governed by the laws of the State of Texas.

**27. ENTIRE AGREEMENT**

This Lease constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties.

  
\_\_\_\_\_  
Landlord Signature  
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tenant Signature  
  
3/2/2021  
\_\_\_\_\_  
Date

**EXHIBIT A – PERSONAL GUARANTEE (OPTIONAL)**

This Personal Guarantee ("Guarantee") is made as of of 4 (day) of April (month), 2020 (year) by the undersigned ("Guarantor"), in favor of Sandra Martinez ("Landlord"), in connection with the Lease of 1 (day) of April (month), 2020 (year) by and between Landlord and Twyll Burkhalter-Dunn ("Tenant") for the Premises located at 511 Ladd St. suite C, 1, Dayton, Texas.

**1. Guarantee of Obligations**

Guarantor unconditionally and personally guarantees the **full and prompt payment** of all Rent, additional rent, and other obligations of Tenant under the Lease, including damages, late fees, and attorney's fees.

**2. Continuing Guarantee**

This Guarantee is a **continuing, absolute, and irrevocable** obligation and remains in effect until all obligations under the Lease are fully satisfied.

**3. Waiver of Notice**

Guarantor waives notice of:

- o Acceptance of this Guarantee
- o Nonpayment or default by Tenant
- o Any extensions or modifications of the Lease

**4. Enforcement**

Landlord may enforce this Guarantee **without first pursuing Tenant** or exhausting remedies against Tenant.

**5. Governing Law**

This Guarantee shall be governed by the laws of the State of Texas.

**6. Binding Effect**

This Guarantee binds Guarantor, their heirs, legal representatives, and assigns.

Guarantor: Twyll Burkhalter-Dunn  
Tenant (for reference): Organized Accounting  
Landlord: Sandra Martinez

Date: 3/2/20  
Date: 3/2/20  
Date: \_\_\_\_\_

ACKNOWLEDGMENT, RECEIPT OF, UNDERSTANDING AND AGREEMENT TO COMPLY WITH THE  
GUIDELINES, ELIGIBILITY AND CRITERIA FOR BUSINESS ASSISTANCE GRANT PROGRAMS BY THE  
DAYTON ECONOMIC DEVELOPMENT CORPORATION

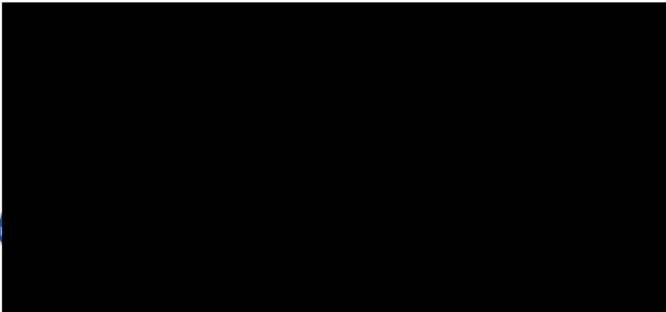
Applicant: *Twyia Burkhalter-Dunn Organized Accounting*

Address: *PO Box 40954 Houston TX 77240*

Phone No.: *832-432-4828 (cell) 936-641-0209 (office)*

Signature: *Twyia Burkhalter-Dunn*

Property Owner/Landlord: *Sandra Martinez.*

Address: 

Phone No.:

Signature: *Sandra Martinez.*



TO:

FROM: Chris Jarmon

RE: Consider awarding a grant to McDowell Rental, LLC in the amount of \$25,000 for infrastructure assistance.

DATE: April 13, 2026

COMMENTS:

Gene McDowell owns McDowell Rental, LLC. Gene is proposing to build a 7,000 square foot strip center at 602 W. Clayton (located on the corner of Collins at W. Clayton). Arnold Construction will be the general constructor on the project and is estimating a cost of \$275,000 for the shell building.

The grant funding will help Gene offset the cost of parking, driveways and detention.

The grant program operates on a reimbursement basis. Gene would not be reimbursed until all permits are pulled and the building is constructed.

The Grants Review Subcommittee met on Monday, April 6 and there was consensus to move this grant application forward to the full board.

AVAILABLE FUNDING:

Infrastructure Grant Program

ACTION REQUESTED:

Approval of the grant

ATTACHMENTS:

[Grant Application - McDowell Rental \(Redacted\).pdf](#)

**BUSINESS ASSISTANCE GRANT APPLICATION**

**Contact Information**

Company Name:  
McDowell Rental \_\_\_\_\_

Federal Tax ID# : 45-3710294 \_\_\_\_\_

Primary Contact Name: First Name: Gene \_\_\_\_\_ Last Name: McDowell \_\_\_\_\_

Contact Title:  
\_\_\_\_\_

Mailing Address:  
PO Box 95 \_\_\_\_\_

City: Dayton \_\_\_\_\_ State: TX \_\_\_\_\_ Zip: 77535 \_\_\_\_\_

Phone: 936-258-8236 \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: 713-907-5769 \_\_\_\_\_

Email Address: genem@arnoldconstruction.net \_\_\_\_\_

Website: \_\_\_\_\_

Description of Business Activity:

Professional & Commercial Lease Spaces  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAICS: \_\_\_\_\_ Company Age: \_\_\_\_\_

**Project Information**

Project Type:

Business Improvement Grant (max reimbursement of \$25,000)

Façade Improvement  Interior Renovations  Tenant Build Out  Signage

Beautification Grant (max reimbursement of \$6,000)

Landscaping  Dayton Star Installation

Infrastructure Grant (max reimbursement of \$25,000)

Note: All grants are based on a 50% reimbursement, subject to the maximum amount of each grant category.

Project Address: 602 W Clayton

City: Dayton State: TX Zip: 77535

Is the Project Property Owned or Leased?  Owned  Leased

Lease Rate: \_\_\_\_\_/sf SF Leased: \_\_\_\_\_ Term of Lease: \_\_\_\_\_

Landlord: \_\_\_\_\_

Address of Landlord: \_\_\_\_\_

Landlord Phone Number: \_\_\_\_\_

New or Existing Business: \_\_\_\_\_ New \_\_\_\_\_ Existing

Number of Existing Employees: \_\_\_\_\_ Full-Time \_\_\_\_\_ Part-Time

Number of New Employees: \_\_\_\_\_ Full-Time \_\_\_\_\_ Part-Time

Description of the Project: 7,000 SQFT building with parking lot

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated Start Date: 3/1/2026 Estimated Completion Date: 8/1/2026

Overall Project Estimate

**Verification**

I (We), the undersigned APPLICANT(S), certify that all the information furnished DEDC has been furnished freely by the APPLICANT(S), herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Dayton Economic Development Corporation may or may not grant a Business Assistance Grant based upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Dayton Economic Development Corporation on this, the 2 day of February, 2026.

Applicant: Gene McDowell

Signature: 

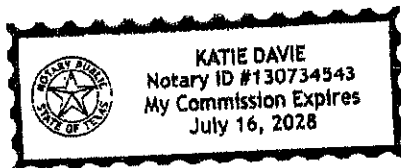
Address: 102 W Clayton St Dayton, TX 77535

Phone Number: 713-907-5769

The State of Texas  
County of Liberty

Before me, the undersigned authority, on this day personally appeared

Gene McDowell, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.



  
Notary Public in and for the State of Texas

My Commission Exp: 7/16/2028

**Business Assistance Grant Programs**



Co-Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

The State of Texas  
County of Liberty

Before me, the undersigned authority, on this day personally appeared

\_\_\_\_\_, known to me to be the persons whose names  
are subscribed to the foregoing instrument, and acknowledged to me and that they executed the  
same for the purposes therein expressed.

\_\_\_\_\_

Notary Public in and for the State of Texas

My Commission Exp: \_\_\_\_\_

Property Owner/Landlord: Gene McDowell

Signature: *Gene McDowell*

Address: 102 W Clayton St Dayton, TX 77535

Phone Number: 713-907-5769

The State of Texas  
County of Liberty

Before me, the undersigned authority, on this day personally appeared

Gene McDowell, known to me to be the persons whose names

are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.



*Katie Davie*  
Notary Public in and for the State of Texas

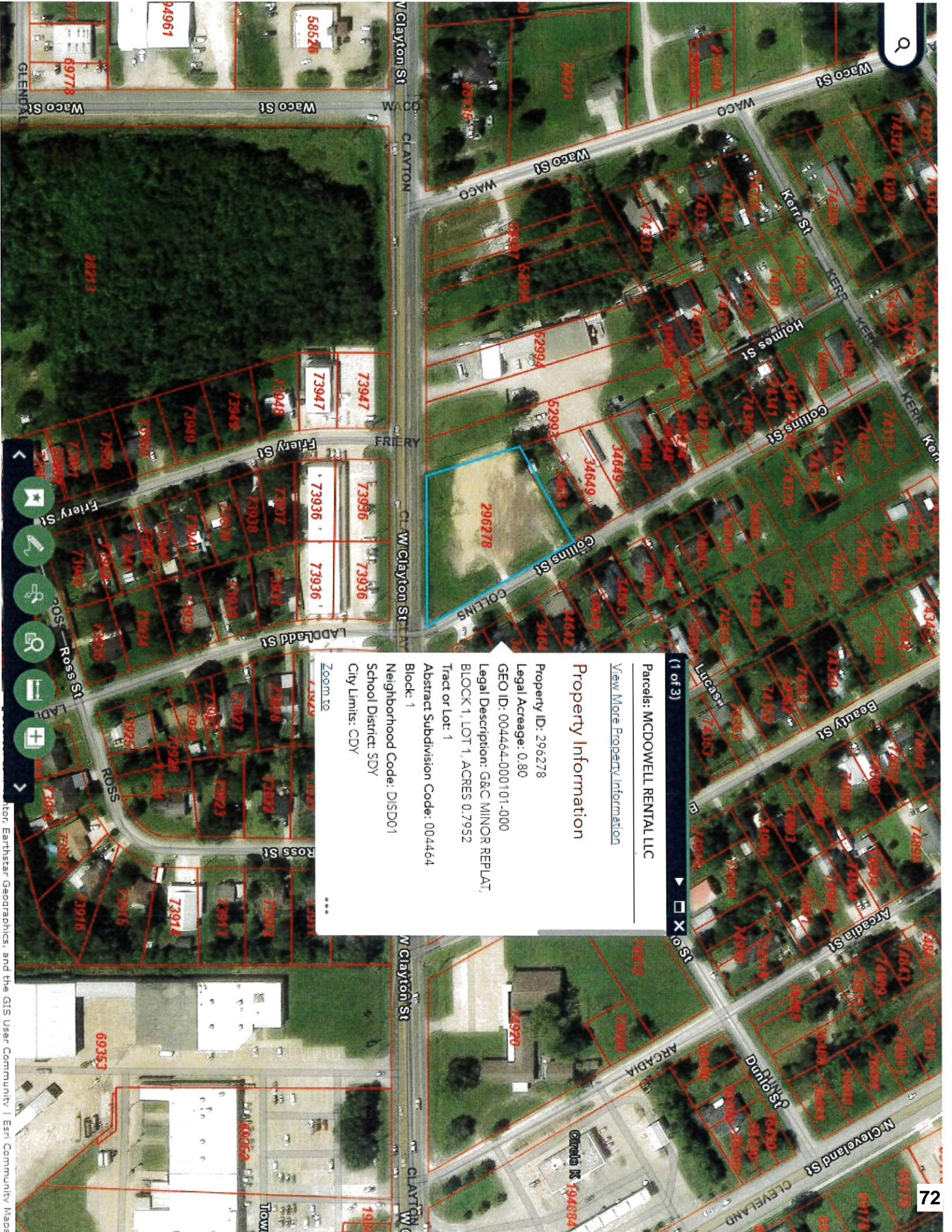
My Commission Exp: 7/16/2028

**Submittal Requirements**

- Signed and notarized application
- Letter explaining the proposed project and the need for grant funds
- Certificate of Fact - Status from the Texas Secretary of State
- Two quotes or estimates for each category of work, including at least one quote from a Liberty County business or contractor (Please be as specific as possible and include any renderings or construction drawings that you receive)
- Photos of the existing property
- Proof of property ownership or permission from property owner to participate in the grant program (if facility is leased)
- Signed copy of Compliance, Eligibility and Criteria Guidelines

Note: All submittal requirements must be provided in order for your application to be considered complete.





(1 of 3)

Parcels: MCDOWELL RENTAL LLC

[View More Property Information](#)

**Property Information**

Property ID: 296278

Legal Acreage: 0.80

GEO ID: 004464-000101-000

Legal Description: G&C MIJOR REPLAT,  
BLOCK 1, LOT 1, ACRES 0.7952

Tract or Lot: 1

Abstract Subdivision Code: 004464

Block: 1

Neighborhood Code: DISD01

School District: SDY

City Limits: CDY

Zoom to





CITY OF DAYTON - 111 N CHURCH ST - DAYTON, TX 77535 - 936.258.2642

# COMMERCIAL BUILDING APPLICATION

PERMIT NUMBER: \_\_\_\_\_

ADDRESS OF PROJECT: 602 W Clayton St Dayton, TX 77535

**PROPERTY OWNER:**

Name: G&C Commercial Holdings VI (Gene & Cindy McDowell)  
 Address: 102 W Clayton St City: Dayton State: TX Zip: 77535  
 Fax: 936-258-3257 Email: genem@arnoldconstruction.net Phone: 713-907-5769

**CONTRACTOR:**

Company: Arnold Construction Inc Name: \_\_\_\_\_  
 Address: 102 W Clayton St City: Dayton State: TX Zip: 77535  
 Fax: 936-258-6357 Email: genem@arnoldconstruction.net Phone: 713-907-5769

ARCHITECT/ENGINEER: Antonio Saenz III Phone: 713-409-6385

<input checked="" type="checkbox"/>	New Commercial	<input type="checkbox"/>	Certificate of Occupancy	<input type="checkbox"/>	Fire Damage
<input type="checkbox"/>	Add-on / Remodel Commercial	<input type="checkbox"/>	Storage Building	<input type="checkbox"/>	Driveway
<input type="checkbox"/>	Foundation Repair	<input type="checkbox"/>	Carport/ Garage	<input checked="" type="checkbox"/>	Permit Issuance Fee \$30.00
<input type="checkbox"/>	Fence \$27.50	<input type="checkbox"/>		<input type="checkbox"/>	

DESCRIPTION OF IMPROVEMENT: New Shell Building for Professional Rental

COST OF IMPROVEMENT: \$275,00.00 / SQ FT 7,000

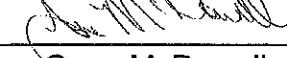
TDLR REGISTRATION: Texas Accessibility Standards (TAS)  
 EAB# \_\_\_\_\_ (Required if Improvements > \$50,000)

SQ/FT of Bldg: \_\_\_\_\_ Number of Stories: \_\_\_\_\_ Number of Bathrooms: \_\_\_\_\_

**ADDRESS NUMBERS MUST BE POSTED DURING CONSTRUCTION AND PERMANENTLY AT TIME OF FINAL INSPECTION.**

**\*REMODEL / DEMOLITION ONLY-** BY MY SIGNATURE, I HEREBY CERTIFY THAT AN ASBESTOS SURVEY HAS BEEN DONE IN ACCORDANCE WITH THE TEXAS ASBESTOS HEALTH PROTECTION RULES (TAHPR) AND THE NATIONAL EMISSION STANDARDS FOR HAZARDOUS AIR POLLUTANTS (NESHAP) FOR THE AREA(S) BEING RENOVATED AND/OR DEMOLISHED. A COPY OF THE ASBESTOS SURVEY MUST BE INCLUDED WITH THIS PERMIT APPLICATION.

THIS CERTIFIES THAT ON THIS DATE I MADE AN APPLICATION FOR A PERMIT WITH THE CITY OF DAYTON. I HEREBY AGREE TO FOLLOW ALL BUILDING CODES AND CITY ORDINANCES AND MEET ALL DEED RESTRICTIONS (THE CITY DOES NOT ENFORCE DEED RESTRICTIONS) AND UNDERSTAND THAT THE GRANTING OF THIS PERMIT DOES NOT PRESUME TO GIVE ME AUTHORIZATION TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER FEDERAL, STATE OR LOCAL LAW REGULATING CONSTRUCTION OR PERFORMANCE OF CONSTRUCTION. FURTHERMORE, I DO HEREBY UNDERSTAND AND ACKNOWLEDGE THAT THIS PERMIT BECOMES NULL AND VOID IF CONSTRUCTION IS NOT COMMENCED WITHIN SIX (6) MONTHS FROM THE DATE OF THIS SIGNED APPLICATION, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF SIX (6) MONTHS AT ANY TIME AFTER WORK OR CONSTRUCTION IS COMMENCED, MOREOVER, I HEREBY UNDERSTAND THAT ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. REGARDLESS OF STATE OR TIMEFRAME OF CONSTRUCTION OR DEVELOPMENT.

Applicant's Signature:  Date: 2/9/2026  
Applicant's Printed Name: Gene McDowell

**OFFICE USE ONLY**

PLAN REVIEWER: \_\_\_\_\_ Date: \_\_\_\_\_

Type Of Construction: \_\_\_\_\_ Occupancy Type: \_\_\_\_\_

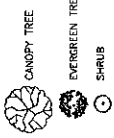
FLOODPLAIN VERIFICATION:  No (Not in FloodPlain)  Yes (Elevation Certificate Required)

FIRE SPRINKLERS REQUIRED:  No  Yes

**TO SUBMIT FORM PLEASE EMAIL IT TO [PLANNING@DAYTONX.ORG](mailto:PLANNING@DAYTONX.ORG)**

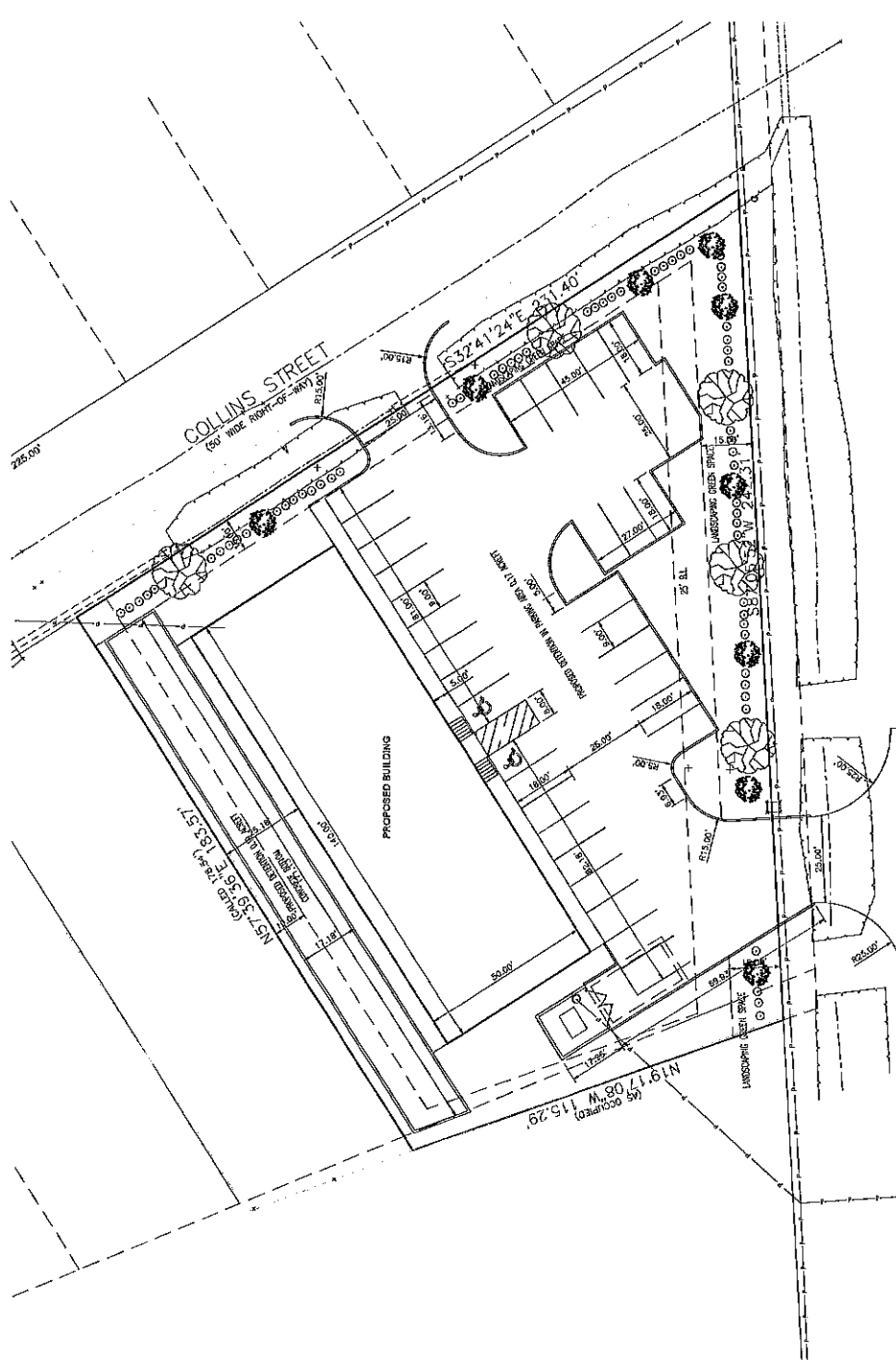
PROPOSED BUILDING

- SAMPLE LANDSCAPE MATERIALS**
1. TREES TO BE CREPE MYRTLE (2 INCH CALIPER MIN., 6 FEET IN HEIGHT MIN.) OR THE EQUIVALENT
  2. SHRUBS TO BE INDIAN HAWTHORN WHITE OR PINK (15" TALL MINIMUM) OR THE EQUIVALENT
  3. GROUND COVER TO BE SAINT AUGUSTINE GRASS



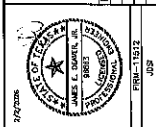
**LANDSCAPING REQUIREMENTS:**  
 1. CANOPY TREES: 6 EVERGREEN TREES AND 40 CANOPY TREES PER 100 SQUARE FEET  
 2. SHRUBS: 10 PER 100 SQUARE FEET  
 3. GROUND COVER: 1 PER 100 SQUARE FEET  
 4. TOTAL PLANTING: 16,850 SQT

**PARKING SPACES:**  
 OFFICE: 878, 300 SQT, 7,000 SFT / 1,000 SFT  
 GAR. 1 PER 1,000 SFT, 14,000 SFT / 1,400 SFT  
 TOTAL PROVIDED = 22



F. M. HIGHWAY 1960  
 (120' WIDE R/W)

**SITE PLAN**  
 SCALE: 1"=16'



**CARNES DESIGNS, LLC.**  
 10000 W. 14th St.  
 Suite 100  
 Fort Worth, TX 76135  
 (817) 352-0000  
 www.carnesdesigns.com

**STRIP CENTER**  
 4002 W CLAYTON STREET, PM 1940  
 LIBERTY COUNTY

REVISION	DATE	DESCRIPTION

**SITE PLAN**

DATE	10/15/2013
SCALE	AS SHOWN
PROJECT NO.	10-2013-0005
DRAWN BY	
CHECKED BY	
DATE	

Sheet No. **C-2**

**TEXAS SECRETARY of STATE**  
**JANE NELSON**

**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

<b>Filing Number:</b>	801489508	<b>Entity Type:</b>	Domestic Limited Liability Company (LLC)
<b>Original Date of Filing:</b>	October 4, 2011	<b>Entity Status:</b>	In existence
<b>Formation Date:</b>	N/A	<b>FEIN:</b>	
<b>Tax ID:</b>	32045223149		
<b>Duration:</b>	Perpetual		
<b>Name:</b>	McDowell Rental, LLC		
<b>Address:</b>	PO BOX 95 DAYTON, TX 77535 USA		

<a href="#">REGISTERED AGENT</a>	<a href="#">FILING HISTORY</a>	<a href="#">NAMES</a>	<a href="#">MANAGEMENT</a>	<a href="#">ASSUMED NAMES</a>	<a href="#">ASSOCIATED ENTITIES</a>	<a href="#">INITIAL ADDRESS</a>
		<b>Name</b>	<b>Address</b>	<b>Inactive Date</b>		
		Gene McDowell	[REDACTED]			

Instructions:  
 ● To place an order for additional information about a filing press the 'Order' button.



TO:

FROM: Chris Jarmon

RE: Consider awarding a grant to The Lollipop Quilt Shop in the amount of \$17,821.57 for building improvements.

DATE: April 13, 2026

COMMENTS:

Mona Ward operates The Lollipop Quilt Shop. Mona is proposing to purchase the building at 501 N Main. As part of the purchase she is proposing to renovate the building and relocate her existing business to 501 N Main. Mona is requesting reimbursement related to building improvements and renovation assistance

Mona has received two bids for her proposed project (please see attached).

The grant program operates on a reimbursement basis. Mona would not be reimbursed until all permits are pulled and the renovation is complete.

The Grants Review Subcommittee met on Monday, April 6 and there was consensus to move this grant application forward to the full board.

AVAILABLE FUNDING:

Business Improvement Grant

ACTION REQUESTED:

Approval of the grant

ATTACHMENTS:

[Grant Application - The Lollipop Quilt Shop.pdf](#)

BUSINESS ASSISTANCE GRANT APPLICATION

Contact Information

Company Name: The Lollipop Quilt Shop

Federal Tax ID#: 3-20175-6477-7

Primary Contact Name: First Name: Mona Last Name: Ward

Contact Title: Owner

Mailing Address: ~~104~~ 502 Friery St

City: Dayton State: TX Zip: 77535

Phone: 936-504-0047 Fax: \_\_\_\_\_ Mobile: 833-597-4575

Email Address: lollipopquilt@gmail.com

Website: thelollipopquiltshop.com

Description of Business Activity:

I provide a wide selection of high quality fabrics, quilting notions, and professional services for sewing enthusiasts of all skill.

NAICS: \_\_\_\_\_ Company Age: 2 years

Project Information

Project Type:

Business Improvement Grant (max reimbursement of \$25,000)

Façade Improvement  Interior Renovations  Tenant Build Out  Signage

Beautification Grant (max reimbursement of \$6,000)

Landscaping  Dayton Star Installation

Infrastructure Grant (max reimbursement of \$25,000)

Note: All grants are based on a 50% reimbursement, subject to the maximum amount of each grant category.

Project Address: 601 N. Main St

City: Dayton State: TX Zip: 77535

Is the Project Property Owned or Leased?  Owned  Leased

Lease Rate: \_\_\_\_\_/sf SF Leased: \_\_\_\_\_ Term of Lease: \_\_\_\_\_

Landlord: MIKE + MONA WARD

Address of Landlord: 502 Friery St, Dayton, TX 77535

Landlord Phone Number: 832-597-4575

New or Existing Business: \_\_\_\_\_ New \_\_\_\_\_ Existing

Number of Existing Employees: 0 Full-Time \_\_\_\_\_ Part-Time

Number of New Employees: 0 Full-Time \_\_\_\_\_ Part-Time

Description of the Project: \_\_\_\_\_

Remodel to bring up to make  
rentable. Will be moving quilt shop into  
1 location renting the remainder spaces.

Estimated Start Date: May 2026

Estimated Completion Date: July 2026

Overall Project Estimate

**Verification**

I (We), the undersigned APPLICANT(S), certify that all the information furnished DEDC has been furnished freely by the APPLICANT(S), herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Dayton Economic Development Corporation may or may not grant a Business Assistance Grant based upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Dayton Economic Development Corporation on this, the \_\_\_\_\_ day of 7 April, 2026.

Applicant: Mona Ward

Signature: Mona Ward

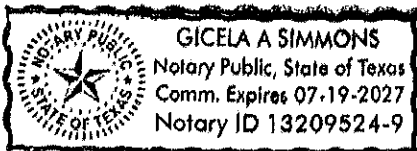
Address: 502 Freney St Dayton, TX 77535

Phone Number: 832-597-4575

The State of Texas  
County of Liberty

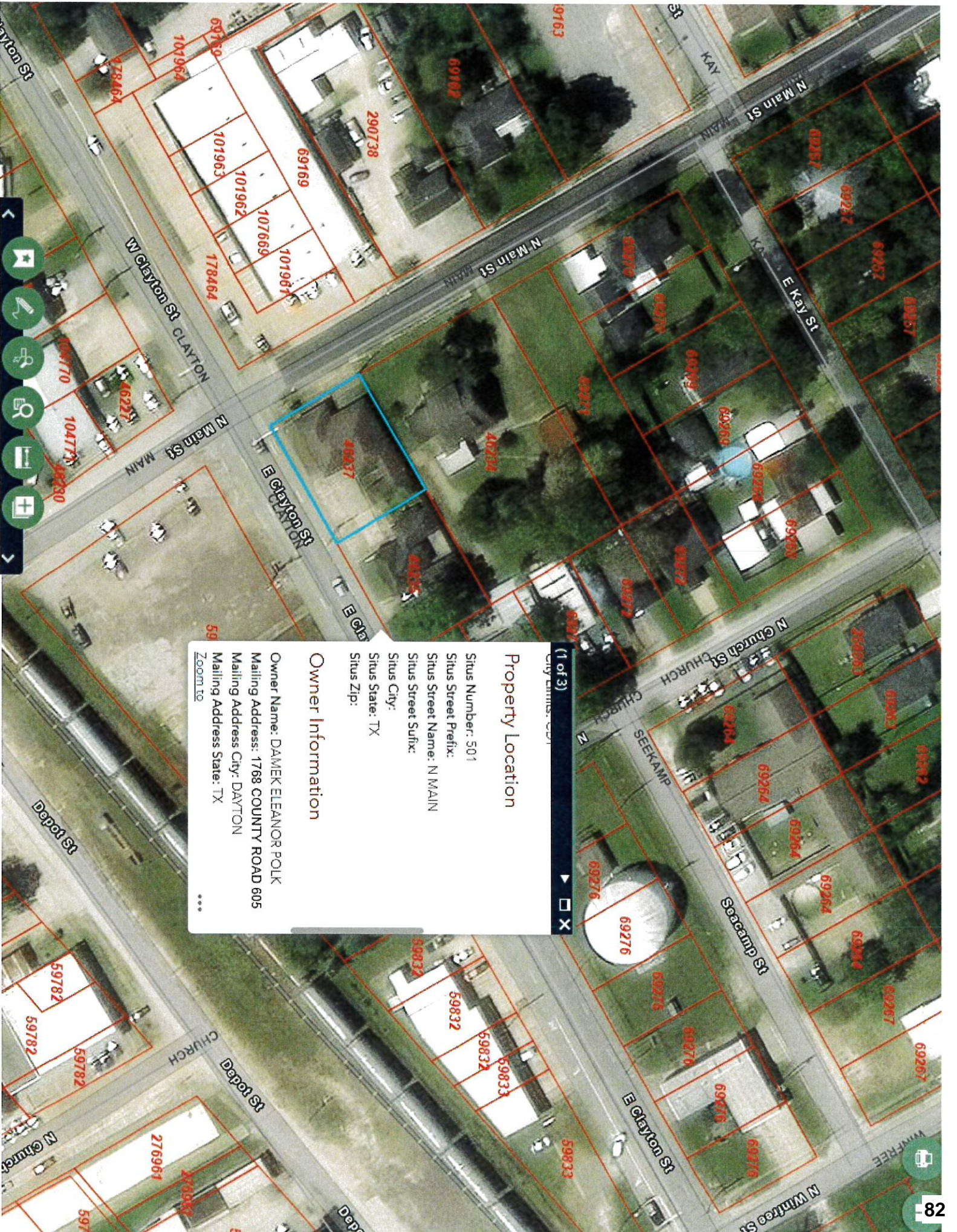
Before me, the undersigned authority, on this day personally appeared

Mona Ward, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.



[Signature]  
Notary Public in and for the State of Texas  
My Commission Exp: 7-19-2027





(1 of 3)  
City limits: CD

**Property Location**

Situs Number: 501  
 Situs Street Prefix:  
 Situs Street Name: N MAIN  
 Situs Street Suffix:  
 Situs City:  
 Situs State: TX  
 Situs Zip:

**Owner Information**

Owner Name: DAMEK ELEANOR POLK  
 Mailing Address: 1768 COUNTY ROAD 605  
 Mailing Address City: DAYTON  
 Mailing Address State: TX  
 Zoom to ...

Applicant: Mona Ward  
Location: 501 N Main

PROJECT 1 - INTERIOR REMODEL

*RightWay Services*

Shop Area	\$	4,722.00
Unit 1	\$	985.00
Unit 2	\$	2,655.63
Unit 3	\$	5,373.50
Attic Insulation	\$	3,123.00
	\$	<b>16,859.13</b>

*Keller Remodeling & Maintenance*

Unit 1	\$	1,104.21
Unit 2	\$	2,675.00
Unit 3	\$	7,235.00
Attic Insulation	\$	3,258.75
Shop Area	\$	3,677.00
	\$	17,949.96

PROJECT 2 - NEW ROOF

Diamond Roofing and Construction	\$	16,100.00
----------------------------------	----	-----------

Over The Top Roofing	\$	<b>16,000.00</b>
----------------------	----	------------------

PROJECT 3 - REPLACE EXTERIOR DOORS

Diamond Roofing and Construction	\$	8,300.00
----------------------------------	----	----------

Keller Remodeling & Maintenance	\$	<b>2,784.00</b>
---------------------------------	----	-----------------

Lowest Amount for Each Project	\$	35,643.13
Reimbursement	\$	17,821.57

Need 2nd bid for gutters

## **RightWay Services**

**29501 Tanglewood  
Magnolia, Texas. 77354  
rightwaysvc@gmail.com**

Scope of work listed to be performed at and for;

The Lollipop Quilt Shop  
501 N. Main St.  
Dayton, Texas. 77535

### **Shop Area;**

Paint walls and ceilings

Paint large cabinets in back of shop, small cabinet in back of shop and work area cabinet in front of shop, inside and outside of cabinets.

Replace plastic light lenses in light-count 14.

Total cost- \$4722.00

Includes all materials and labor.

### **Unit 1**

Tighten toilet to floor.  
Change bath faucet and supply lines.  
Smoke detectors-2, Carbon detector- 1.  
Fix leaking bathroom shower/tub control.  
Replace oven temp. Sensor.

Total cost- \$985.00

Includes all materials and labor.

## **Unit 2**

- \*Add smoke detectors in each bedroom and 1 carbon detector in hallway**
- \*Re-tape corner of bedroom wall/ Paint bedroom**
- \*Fix crack in sheet-rock above closet**
- \*Add light fixture/ missing**
- \*Re-tape lost corner in closet/ Paint closet**
- \*Pull up carpet and tack strip/ install new flooring of similar color**

**The cost for this unit would be \$2655.63**

**This would include labor and materials to complete above scope of work.**

**Unit 3-1Bedroom**

- \*Replace vent fan in bathroom.
- \*Replace 2 window panes.
- \*Replace kitchen sink faucet.
- \*Replace bathroom Sink faucet.
- \*Replace washers in shower/tub valve stems.
- \*Add light fixture in bathroom.
- \*Fix slow drain bathroom sink.
- \*Repair any damage to walls and paint walls, trim and doors/ repair bathroom door and adjust for proper closure.
- \*prep and paint kitchen cabinets.
- \* Install new flooring.

The cost of this would be \$5373.50

**Additional;**

Add insulation to units attics.  $\$1.75 \text{ S/F} \quad 1785 \text{ S/F} = \$3123.00$

# **Keller remodeling & Maintenance**

**832-983-9717**

The Lollipop Quilt Shop  
501 N. Main St  
Dayton, Texas. 77535

Quotation for repairs on 3 units and 1 shop area;

Unit 1. This unit requires the least amount of work.

\*Change Bathroom Faucet/w new supply lines.

\*Change kitchen faucet/w new supply lines.

\*Install a smoke detector in each bedroom and a carbon detector in hallway.

\*fix leaking bath/shower control.

\*Change oven temp sensor. Part cost not included.

It is understood that you would like this unit completed first and made ready for occupancy.

The cost for this unit would be \$1104.21

This would include labor and all materials to complete the scope of work listed above.

**Unit 2**

Smoke detector-2, Carbon detector-1.  
New bathroom faucet and supply lines.  
New kitchen faucet and supply lines.  
Re-tape, float prep and paint bedroom and closet.  
Take out carpet in bedroom, tack strip and install new flooring.

Total cost- \$2675.00

Includes all materials and labor.

**Unit 3**

Replace 2 window panes, exterior.  
New kitchen faucet and supply lines  
New bathroom faucet and supply line.  
Fix leaking bathroom shower/tub control.  
Repair, prep and paint all walls, trim and doors.  
Repair bathroom door and paint.  
Paint kitchen cabinets.  
New flooring throughout.

Total cost- \$7235.00

Includes all materials and labor

**Attic Areas**

Install additional insulation to units attics

\$2.75 S/F

1185 S/F            \$3258.75

Labor and materials.

Should you have any question or need further information, do not hesitate to contact me.

Kerry Bullard  
281-223-4999

## **Shop Area**

**Shop area needs walls and ceiling painted**

**3 square holes in floor need to be filled**

**Paint all cabinets in and out.**

**Install new light lenses.**

**The cost of this would be \$3677.00**

**This would include labor and paint materials.**

## **Gutter Installation**

**Gutter installation around sides and front of shop and 3 units.**

**188 L/F of gutter-5 Inch K-Style**

**7 K Style drop outlets**

**40 Connectors**

**2 End Caps**

**20 Connection couplers**

**7 Downspout sections**

**7 Corners**

**21 Section curves**

**All items installed-Labor and materials cost \$2060.00**



Damian Rodriguez  
 936-256-5476  
 Diamondroofing\_const@icloud.com

## Roof Estimate

Name: Mona	Date: 12/8/25
Address: 501 N Main St	Claim #:
City, State, Zip: Dayton TX	Ins. Co.
Phone #:	Date of Loss:

### Scope of Work:

Diamond Roofing & Const LLC hereby submits the following specifications and estimate.

<u>Description</u>	<u>Qty</u>	<u>Amount</u>
<b>Roof</b>		
Remove Tear off, haul and dispose of shingles damaged due	46sq	<b>With insurance \$22,080</b>
Install 30yr Shingles		<b>Cash price \$16,100</b>
<b>Home</b>		
<b>Material &amp; Labor:</b>		
Door #1 (frame & mould)		\$2500
Door #2		\$2500
Door #3		\$2500
Main door #4 (replace & install)		\$800
<b>Windows</b>	2	\$1600
(D)Paint ceiling & walls -remove paper &		
(E)Finish concrete, paint floor		\$3200
Paint kitchen cabinets		\$3800
Repair & replace kitchen faucet		\$800
Install stove & oven		\$1200
Replace bath fan		\$80
(A)Repair cracking		\$180
Paint living room cabinets		\$1200
<b>Total</b>		<b>\$20,365</b>

Above information is not an invoice and only an estimate of services described above. This estimate is non-contractual. All estimate figures are subject to insurance company review and approval.

### Acceptance of Estimate

We agree to furnish material, equipment and labor in accordance with the above specifications for the sum of \$

We accept the prices, specifications, and terms as stated in this estimate.

Company Rep \_\_\_\_\_ Homeowner \_\_\_\_\_ Date \_\_\_\_\_



PROPOSAL SUBMITTED TO Mona Ward			PHONE (832) 597-4575	DATE 02/02/2026
ADDRESS 501 North Main Street			JOB NAME 2602-8212739-01	
CITY Dayton	STATE Texas	ZIP 77535	JOB LOCATION 501 North Main Street	

At your request, we submit the following :

#### Exterior Work

#### 47.33 SQ Roof Replacement with TAMKO Titan XT Class 3 Impact-Resistant 160mph Wind Rating Architectural 30 Year Shingles in color TBD

Our skilled crew will arrive early in the morning to ensure a smooth process for your roof replacement. Here are the steps we'll take:

1) **Preparation:**

- a) We'll carefully remove the existing roof down to the decking underneath. All removed material will be hauled off and disposed of in our trailer.
- b) The sheathing will be thoroughly inspected for any underlying damage or rot.

2) **Shingle Installation:**

- a) We'll install **TAMKO Titan XT Architectural Shingles** (Color: TBD) using 6 nails per shingle. These Class 3 Impact-Resistant shingles feature a 160 MPH wind rating, providing superior weather protection and enhancing the curb appeal of your home.
- b) Additionally, we'll use upgraded **TAMKO 12" Hip & Ridge Shingles** for the ridge caps. These shingles are designed to provide a high-profile, finished look.

**Warranty Note:** This roof will qualify and receive at no additional cost the **20 Year TAMKO Shield Enhanced Limited Warranty**.

**Insurance Note:** This Class 3 upgrade may qualify for discounts on homeowners' insurance premiums with most carriers.

3) **Other Installations and Replacements:**

- a) Starter shingles will be placed around the perimeter of your house.
- b) We'll use **ABC #30 Synthetic Underlayment** to provide added protection against moisture and wind-driven rain.
- c) Pipe flashings will be removed and replaced to maintain a watertight seal around roof penetrations.
- d) Ventilation (such as ridge vents and square vents) will also be replaced as needed.
- e) Ice and water shield will be applied around the chimney perimeter and on valleys to protect vulnerable areas from water infiltration.
- f) The existing 2" x 2" aluminum pre-painted drip edge will be removed and replaced.
- g) All flashings will be caulked to seal properly and prevent corrosion.
- h) Metal flashings with exposed surfaces will receive a protective paint coating to guard against rust and enhance the finish.
- i) OTTR will provide (8) sheets of 1/2" plywood to cover any deck repairs that need to be made. Any additional sheets required, before and after pictures, and documentation will be obtained. Materials, tax, and labor are \$90 per sheet to be paid by the customer.

4) **Clean-Up:**

- a) Our commitment to cleanliness is paramount. At the end of the job, we'll meticulously gather every piece of debris into our trailer. Our attention to detail extends beyond the work itself; it's a matter of pride for each member of our team.

#### Exclusions

- landscaping, or driveways incurred during the roofing process.
- c) **Satellite calibration:** Please note that we do not provide services for satellite recalibration or realignment following the completion of roof replacement.
- d) **Damage to the driveway:** Our services do not cover repair or replacement of any cracks in the driveway resulting from our equipment or the roofing process.

We propose hereby to finish material and labor complete in accordance with above specification for the sum of:  
 Sixteen thousand dollars with 00/100 Dollars \$16,000.00

Payment to be made as follows:

1. If paying by Credit Card or Debit Card there is an additional 3% fee due.
2. Full payment is due upon completion of the work. The client (homeowner) is responsible for ensuring the total balance is paid in full once the project is finished.
3. Any payment past 30 days may incur interest and penalties and a lien may be filed on the property.

Acceptance of Proposal --- The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. I/We agree that any changes to the above list work shall be made through a signed "Change Order" and will be added to the "Final Invoice".

**PAYMENT:**The Owner agrees to pay the Contractor for all work performed as outlined in the proposal, including any additional work requested by the Owner. Payment will be split, with a 50% deposit required before the commencement of work and the remaining balance due upon completion.

All materials are guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. A five-year workmanship warranty is provided. Any unsound decking will be replaced at an additional charge. Any alterations or deviations from the above specifications will become an additional charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control.

Signature :

*Mona Ward*  
 4/6/2026

Note: This proposal will be withdrawn if not accepted within \_\_\_\_\_ days.

Authorized Signature:

\_\_\_\_\_  
 Signature Date

Date: 02/02/2026

# Quote

Keller Remodeling & Maintenance  
Dayton, Texas  
832-983-9717

Lollipop Quilt Shop  
Mona Ward  
107 Clayton St  
Dayton, Texas. 77535

Date : 10/13/2025  
Due Date : 10/13/2025

#	Item Description	Qty	Rate	Amount
1	Take out old and replace (4), 6 panel steel sleeve doors, trim, seal and paint (trim) white in color.	1	2434.00	2434.00
2	Repair glass door to shop area with out hydraulic closer-Secure door frame with new screws	1	75.00	75.00
3	Optional -If new hydraulic closer is needed- installed and secure door frame.	1	275.00	275.00
			Sub Total	2784.00
			<b>Total</b>	<b>\$2784.00</b>

## Notes

\*\*\*Price includes material labor and disposal of doors and debris. \*\*\*\*Doors, trim paint and closer if needed

# Liberty CAD Property Search

## Property Details

### Account

<b>Property ID:</b>	46237	<b>Geographic ID:</b>	003700-000019-000
<b>Type:</b>	R	<b>Zoning:</b>	
<b>Property Use:</b>		<b>Condo:</b>	

### Location

<b>Situs Address:</b>	501 N MAIN TX	<b>Map ID:</b>	DAYTON-BLK 5, 167 B1	<b>Mapsco:</b>	
<b>Legal Description:</b>	DAYTON, BLOCK 5, LOT 4 TR 15, ACRES .175				
<b>Abstract/Subdivision:</b>	003700				
<b>Neighborhood:</b>	(N3700) conversion code				

### Owner

<b>Owner ID:</b>	100425
<b>Name:</b>	DAMEK ELEANOR POLK
<b>Agent:</b>	
<b>Mailing Address:</b>	1768 COUNTY ROAD 605 DAYTON, TX 77535-5024
<b>% Ownership:</b>	100.0%
<b>Exemptions:</b>	For privacy reasons not all exemptions are shown online.

## Property Values

<b>Improvement Homesite Value:</b>	N/A (+)
<b>Improvement Non-Homesite Value:</b>	N/A (+)
<b>Land Homesite Value:</b>	N/A (+)
<b>Land Non-Homesite Value:</b>	N/A (+)
<b>Agricultural Market Valuation:</b>	N/A (+)
<b>Market Value:</b>	N/A (=)
<b>Agricultural Value Loss: ⓘ</b>	N/A (-)
<b>Appraised Value: ⓘ</b>	N/A (=)
<b>HS Cap Loss: ⓘ</b>	N/A (-)
<b>Circuit Breaker: ⓘ</b>	N/A (-)

**Assessed Value:**

N/A

**Ag Use Value:**

N/A

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

**Property Taxing Jurisdiction**

**Owner: DAMEK ELEANOR POLK %Ownership: 100.0%**

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
SDY	DAYTON ISD	N/A	N/A	N/A	N/A	N/A
CDY	CITY OF DAYTON	N/A	N/A	N/A	N/A	N/A
GLI	LIBERTY COUNTY	N/A	N/A	N/A	N/A	N/A
WD2	WATER DISTRICT 2	N/A	N/A	N/A	N/A	N/A
PR4	PRECINCT 4	N/A	N/A	N/A	N/A	N/A
CAD	APPRAISAL DIST	N/A	N/A	N/A	N/A	N/A
HD1	HOSPITAL DISTRICT 1	N/A	N/A	N/A	N/A	N/A

**Total Tax Rate:** N/A

**Estimated Taxes With Exemptions:** N/A

**Estimated Taxes Without Exemptions:** N/A

### Property Improvement - Building

**Description:** INSURANCE & FLOWERLAND **Type:** COMMERCIAL **Living Area:** 3004.0 sqft  
**Value:** N/A

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	A50	1975	1008
MA1	1ST STORY MAIN AREA	A50	1978	960
MA1	1ST STORY MAIN AREA	A50	1978	1036

**Description:** PAVING (2,081 SFT) **Type:** COMMERCIAL **Living Area:** 0 sqft **Value:** N/A

Type	Description	Class CD	Year Built	SQFT
PAV	CONCRETE PAVING	*	1975	2081

### Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
CL	CORNER LOT	0.18	7,623.00	0.00	0.00	N/A	N/A

**Property Roll Value History**

<b>Year</b>	<b>Improvements</b>	<b>Land Market</b>	<b>Ag Valuation</b>	<b>Appraised</b>	<b>HS Cap Loss</b>	<b>Assessed</b>
2026	N/A	N/A	N/A	N/A	N/A	N/A
2025	\$252,200	\$32,280	\$0	\$284,480	\$0	\$284,480
2024	\$254,970	\$32,280	\$0	\$287,250	\$0	\$287,250
2023	\$243,130	\$32,280	\$0	\$275,410	\$0	\$275,410
2022	\$221,630	\$32,280	\$0	\$253,910	\$0	\$253,910
2021	\$200,430	\$32,280	\$0	\$232,710	\$0	\$232,710
2020	\$200,430	\$32,280	\$0	\$232,710	\$0	\$232,710
2019	\$161,020	\$27,670	\$0	\$188,690	\$0	\$188,690
2018	\$156,970	\$23,060	\$0	\$180,030	\$0	\$180,030



TO:

FROM: Chris Jarmon

RE: Discussion and possible action on entering into a contract with Sign of the Times in an amount not to exceed \$13,500 for the installation of a monument sign at Sawmill Park.

DATE: April 13, 2026

COMMENTS:

Sawmill Park is the only city park that does not have signage. Staff is proposing to install a monument sign that will have a similar look and feel to the signs at Henderson Park and Parker Park.

Staff has reached out to various contractors to request a quote:

Sign of the Times - Up to \$13,500  
Hardin Sign Company - Cannot replicate stone pattern  
146 Sign Company - No bid  
Signworx - No bid

ACTION REQUESTED:

Approval of the request

ATTACHMENTS:

[Email from Dave\\_Redacted.pdf](#)  
[Parker Park.jpg](#)



Chris Jarmon <cjarmon@daytontx.com>

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## Monument Sign

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**DAVID HOPPE** [REDACTED]  
To: Chris Jarmon <cjarmon@daytontx.com>

Thu, Mar 19, 2026 at 12:59 PM

Chris, i have been to the existing signs at these parks.  
we can build and install One similar to these existing signs Although , if we were to use cast lettering it may be more but they would not look so old.  
so with that i am going to price like units and the same look but with cast aluminum lettering same /same \$ 9,990  
with cast aluminum lettering painted on not \$ 12,350  
also if you want a different look with concrete base and all aluminum structure (color of your choice with a digital /changeable message center.  
\$ 28,850  
Please Note: products price changes very rapidly in todays market so pricing is only good for 30days

Thank you,

Dave

[Quoted text hidden]

[Quoted text hidden]

**Attention: This is a confidential transmission from the sender to the addressee(s). If you are not the intended recipient, please delete this email and inform the sender. Any dissemination of the contents of this email without proper authorization could result in criminal penalties.**





TO:

FROM: Chris Jarmon

RE: Consider sponsoring CASA's Boots, Bling and Bandanas event.

DATE: April 13, 2026

COMMENTS:

This item was placed on the agenda at the request of Board Member Wentworth

ATTACHMENTS:

[Boots, Bling, and Bandanas - CASA of Liberty & Chambers Counties.pdf](#)

CASA OF LIBERTY & CHAMBERS COUNTIES

(HTTPS://CASALCTX.ORG)



# EVENTS

## **BOOTS, BLING, AND BANDANAS**

Saturday, April 25 | 6-11pm | Dayton Community Center



<https://pci.jotform.com/CASALCC/2026-boots-bling-bandanas>

Buy Tickets! (<https://pci.jotform.com/CASALCC/2026-boots-bling-bandanas>)

Join CASA of Liberty and Chambers Counties for dinner, live and silent auctions, entertainment, and a wonderful evening to benefit our ongoing work to support children and families in crisis.

**TICKETS:** \$50 each or a table of 10 for \$500

**SPONSORSHIPS:** Gain recognition for caring about our communities!

Sponsorship packages range from \$250-\$5,000 and include tickets to attend the event. See our Sponsorship Card ([link](#)) for details.

**SILENT AUCTION DONATIONS:** In-Kind Donations for the silent and live auctions are greatly appreciated and help us raise important funds to serve our mission.

**DONATIONS:** Your gift will help ensure we are able to provide advocacy for abused and neglected children in Liberty and Chambers County. Each gift ensures that 100% of children that need a Court Appointed Special Advocate can be supported by one.

## **BECOME A SPONSOR**

### **DIAMOND SADDLE – \$5,000**

Two (2) reserved Tables for Ten (10), closest to the entertainment. Prominent mention of your sponsorship in publications, at the event, and post-event ads.

### **PLATINUM LASSO – \$3,500**

One (1) reserved Table for Ten (10), close to the entertainment, with an additional table for ten (if needed). Mention of sponsorship in publications, at the event, and post-event ads.

### **GOLD BUCKLE – \$2,500**

One (1) reserved Table for Ten (10), as close to entertainment as possible. Mention of sponsorship in publications, at the event, and post-event ads.

### **SILVER SPUR – \$1,000**

One (1) reserved Table for Ten (10) and mention of sponsorship in publications, at the event, and post-event ads.

## **BRONZE BOOT – \$500**

Four (4) Tickets with designated seating and mention of your sponsorship at the event.

## **DENIM POSSE – \$250**

Two (2) Tickets with designated seating and mention of your sponsorship at the event.

## **DONATION: \$100**

Help ensure we are able to provide advocacy for abused and neglected children in our counties. Each gift moves us closer to serving 100% of children that need a Court Appointed Special Advocate. We are grateful for the support.

## **DONATION: \$50**

Help ensure we are able to provide advocacy for abused and neglected children in our counties. Each gift moves us closer to serving 100% of children that need a Court Appointed Special Advocate. We are grateful for the support.

Become a Sponsor (<https://pci.jotform.com/CASALCC/2026-boots-bling-bandanas>)

**EVERY CHILD HAS A CHANCE – IT'S YOU!®**

**CASA OF LIBERTY & CHAMBERS COUNTIES**

**([HTTPS://CASALCTX.ORG](https://CASALCTX.ORG))**

**Serving Liberty & Chambers Counties**

Could not connect to the reCAPTCHA service. Please check your internet connection and reload to get a reCAPTCHA challenge.



TO:

FROM:

RE: Consider options for adding playground equipment at the Community Center.

DATE: April 13, 2026

COMMENTS:

Kraftsman Commercial Playgrounds has provided a number of options for playground equipment:

Option 1 - \$18,919.32

Option 2 - \$44,760.09

Option 3 - \$56,540.50

MVP Playground has provided an option similar to Option 2 from Kraftsman for \$40,267.22

ATTACHMENTS:

[Kraftsman Quotes \(all\).pdf](#)

[MVP Playgrounds.pdf](#)



# Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599  
ryans@kraftsmanplay.com

QUOTE #Q87739

Date: 03/09/2026

Project: 35000

Created By: Ryan Slott

Quote Name: 4-Bay Bi-Pod

## BILL TO

**City of Dayton** ☎ 936-257-0055  
Mr. Chris Jarmon, CPM  
City of Dayton - Community Center  
117 Cook Street  
Dayton, TX 77535

## SHIP TO

**City of Dayton** ☎ 936-257-0055  
Mr. Chris Jarmon, CPM ☎ 936-402-3719  
City of Dayton - Community Center  
801 S Cleveland St.  
Dayton, TX 77535

### Terms:

Percentage Completed Draws Monthly

QTY	Code	Description	Size	Color
Drawing:KPS-3500 Sheet:KS 1.1 Date: 3.4.2026				
1	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #781-25		
<b>4-Bay Bi-Pod Swing</b>				
<b>Swing and Belt Seats</b>				
1	90915404XX	BiPod Swing Frame - 8' - 4 Bay - Galvanized Frame, by Superior Playgrounds	Blue Castings	
4	90015108XX	Belt swing seats, molded belt seats with galvanized triangle hardware and high carbon steel spring inserts. Includes galvanized chain and hardware for 8 ft swing frame (sold as a set of two), by Superior Playgrounds		Blue Only
<b>Borders, Surfacing and ADA Ramp</b>				
43	APS-BORDER12	12"x4 Playground Border with Spike	12"	black
1	APS-ADAHALFRAMP	ADA Half Ramp System for use with 8" or 12" borders		black
96	EWf	Engineered Wood Fiber for playgrounds - Calculated with 30% additional materials above what is required to allow for natural settling and compacting	cu. yd.	Natural
2	FABRIC	Polyspun Soil Separator, 1800 SF.	6'x300'	
			<b>Total:</b>	<b>\$18,919.32</b>



# Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599  
ryans@kraftsmanplay.com

QUOTE #Q87739

Date: 03/09/2026

Project: 35000

Created By: Ryan Slott

Quote Name: 4-Bay Bi-Pod

## Special Terms and Conditions

### Installation of Playground:

Installation quoted includes:

- A. Receiving and unloading of equipment
- B. Excavation of required footings
- C. Assembly of structure
- D. Concrete for footings
- E. All labor, tools, machinery, and equipment as necessary for installation.

### Project Completion Playgrounds:

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 (see Lead Time Note for ship times from manufactures), issuance of building permits if required, weather permitting.

### Lead Times Playgrounds:

Lead Times are after approval of all Initial submittals/colors (see Project Completion Note for additional information on submittal times), and begin once the order is placed with the manufacturer.

Superior Playground - lead time for items (Lot Item In Stock)



# Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599  
ryans@kraftsmanplay.com

QUOTE #Q87739

Date: 03/09/2026

Project: 35000

Created By: Ryan Slott

Quote Name: 4-Bay Bi-Pod

## General Terms and Conditions

### 1. Scope of Work and Changes

- A. Scope of Work:** Kraftsman's obligations are limited to the products, equipment, and services expressly described in the accompanying proposal or quote. Items not specifically identified are excluded from the scope and remain the responsibility of the Customer unless added by written change order. If set forth and applicable, the proposal and quote contain all established BuyBoard program discounts per the BuyBoard contract noted in the quote/proposal.
- B. Exclusions:** Unless expressly listed as line items in the proposal, Kraftsman is not responsible for obtaining building permits, securing engineer-stamped plans, preparing or submitting materials for ADA compliance reviews or inspections, making modifications to existing equipment or structures beyond the defined scope of work, or relocating utilities. These items remain the responsibility of the Customer.
- C. Alterations and Extra Work:** Any alteration, deviation, or additional work outside the stated scope, that is requested or required, must be authorized in a written change order signed by both Customer and Kraftsman. No such work will be performed until the parties agree in writing to the associated adjustments in contract price, schedule, and, if applicable, other contract terms.
- D. Concealed Conditions:** If Kraftsman encounters concealed, unforeseen, or differing site conditions that materially affect cost, time, or means of performance, Kraftsman shall promptly notify Customer. Work affected by such conditions will be suspended until the parties execute a written change order providing for an equitable adjustment to the contract price, schedule, and, if necessary, other contract terms. Customer shall cooperate in good faith to approve such adjustments.

### 2. Payment Terms

- A. Price and Payment Schedule:** Payment shall be made in accordance with the schedule stated in the quote or proposal. Any scope of work that includes installation shall provide for monthly progress billing. All work completed and materials delivered or completed will be billed in the month completed. Unless otherwise agreed in writing, all invoices are due and payable within thirty (30) days of issuance. Kraftsman may suspend work or withhold further deliveries if payment is not received when due. Final payment shall be due upon substantial completion of the work and delivery of equipment, regardless of minor punch-list items.
- B. Taxes and Exempt Sales:** All prices quoted or invoiced are exclusive of sales, use, excise, or similar taxes. The Customer is responsible for paying any taxes that apply to the sale, purchase, or use of the products or services. If Kraftsman is required to collect and remit such taxes, the amount will be added to the invoice and must be paid by the Customer. If the Customer claims an exemption from sales tax, the Customer must provide Kraftsman with a valid and properly completed resale or exemption certificate before the sale. If the Customer fails to provide the required documentation, Kraftsman will charge and collect the applicable taxes. The Customer agrees to reimburse and hold Kraftsman harmless for any taxes, penalties, or interest assessed due to the Customer's failure to provide accurate exemption documentation or to comply with applicable tax laws.
- C. Late Payment:** Any amounts not paid when due shall accrue interest at the rate of 1.5% per month (18% annually) or the maximum rate permitted by applicable law, whichever is less, from the due date until paid in full. In addition, Kraftsman may suspend performance or withhold further deliveries until all past-due amounts, including accrued interest, are paid.
- D. Credit Card Payments:** Payments made by credit card are subject to a processing fee equal to the rate charged to Kraftsman by its merchant processor at the time of payment. Current rates are approximately 4% for Visa/MasterCard and 6% for American Express. Customers are encouraged to use ACH or check payments to avoid these fees.
- E. Retention of Title:** Title to all equipment shall remain with Kraftsman until payment in full has been received. If Customer fails to make payment when due, Kraftsman may, in addition to other remedies available at law or in equity, repossess the equipment and apply any payments received against costs, expenses, and losses incurred. Customer shall provide Kraftsman with reasonable access to recover such equipment. Nothing herein shall limit Kraftsman's right to pursue full recovery of the contract balance and associated costs.
- F. Attorney Fees:** If Kraftsman is required to pursue collection of past-due amounts or enforce any payment obligations under this Agreement, Customer shall be liable for all reasonable attorney fees, court costs, and collection expenses incurred by Kraftsman. These obligations are in addition to, and not in lieu of, interest or other remedies available under this Agreement or applicable law.

### 3. Delivery, Storage, and Installation

- A. Shipping Terms:** Unless otherwise stated in the proposal, all sales of products or equipment without installation are made **F.O.B. Kraftsman's shipping point**. Title and risk of loss pass to the Customer when the products are delivered to the carrier. Customer is responsible for freight, insurance during transit, and any unloading arrangements at the destination.
- B. Delivery and Unloading (with Installation):** If Kraftsman is responsible for installation, it will coordinate unloading and, if necessary, temporary storage of equipment prior to installation. Unless otherwise agreed in writing, storage will occur at Kraftsman's facility until equipment is needed on site. Customer shall ensure timely and suitable site access, including adequate space, ground conditions, and utilities for unloading and installation. Risk of loss or damage to equipment delivered to Customer's site shall pass to Customer upon delivery. Without installation, all products and equipment sold will be shipped FOB Origin.
- C. Inspection and Acceptance:** Customer must inspect all deliveries promptly upon arrival. Any claim for shortages, defects, or damage must be reported to Kraftsman in writing within **five (5) business days** of delivery. Failure to provide timely notice constitutes acceptance of the products as delivered. Accepted products are not returnable except as provided under Kraftsman's return policy.
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Initials \_\_\_\_\_



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Phone: (281) 353-9599  
ryans@kraftsmanplay.com

QUOTE #Q87739

Date: 03/09/2026

Project: 35000

Created By: Ryan Slott

Quote Name: 4-Bay Bi-Pod

- E. Underground Utilities:** If Kraftsman is providing installation services, Customer is solely responsible for locating, identifying, and clearly marking all underground utilities, irrigation systems, and other subsurface installations before work begins, including coordination with applicable utility locating services (such as 811). Kraftsman shall not be liable for damage to utilities or systems that are unmarked, inaccurately marked, or otherwise concealed. Any delay, repair, or additional work arising from such conditions shall be at Customer's expense and may require a change order adjusting the contract price and schedule.
- F. Installation Conditions:** Quoted pricing is based on standard soil and subsurface conditions suitable for construction with ordinary equipment and methods. If rock, landfill, groundwater, debris, hazardous materials, or other unforeseen or abnormal conditions are encountered, Kraftsman shall promptly notify Customer. All costs, delays, or modifications required as a result of such conditions shall be addressed through a written change order providing for equitable adjustment to the contract price, schedule, and, if necessary, other terms.

#### 4. Compliance and Permits

- A. Code Compliance:** For proposals requiring installation by Kraftsman, Kraftsman will construct and install the equipment in substantial accordance with those Texas codes directly applicable to the scope of work, the 2021 International Swimming Pool and Spa Code (ISPSA) as adopted by the applicable jurisdiction, and generally accepted industry standards. The parties acknowledge that unforeseen site conditions or differing code interpretations may require reasonable adjustments, with equitable modifications to schedule and contract price. Kraftsman will exercise commercially reasonable efforts to meet applicable regulatory requirements and follow generally accepted industry practices.
- B. Permits and Approvals:** Unless expressly included as a quoted line item, Customer is solely responsible for obtaining and paying for all permits, licenses, inspections, engineered stamp drawings, ADA compliance and inspection and governmental approvals necessary for the project. Kraftsman's quoted pricing excludes such items. Delays or costs arising from Customer's failure to obtain required permits or approvals shall entitle Kraftsman to an equitable adjustment in contract price and schedule. Kraftsman shall not be liable for penalties, fines, or enforcement actions resulting from Customer's failure to secure required permits.

#### 5. Insurance and Bonding

- A. Standard Insurance:** Kraftsman carries insurance with the following minimum limits: (i) \$1,000,000 per occurrence for General Liability, including Completed Operations; (ii) \$1,000,000 per occurrence for Automobile Liability; and (iii) statutory limits for Workers' Compensation. Upon request, Kraftsman will provide a certificate of insurance as evidence of such coverage.
- B. Additional Insurance:** Kraftsman maintains standard insurance coverage as described in these terms. If Customer requires modifications to such coverage—including but not limited to being added as an additional insured, waivers of subrogation, increased coverage limits, or other endorsements—any additional premiums, administrative fees, broker charges, or related costs shall be the sole responsibility of Customer. Kraftsman shall have no obligation to obtain or provide such modifications unless and until Customer agrees in writing to the associated costs and any reasonable schedule adjustments needed to secure the requested coverage.
- C. Bonding:** Performance, payment, and maintenance bonds are not included in the contract price unless expressly listed in the proposal. If Customer requires such bonds, Kraftsman will provide them only upon (i) written agreement, (ii) advance payment by Customer of all related premiums, administrative fees, broker charges, and other costs, and (iii) approval by Kraftsman's surety. Kraftsman shall not be required to commence or continue work until such conditions are met. Kraftsman will also be entitled to an equitable extension of time to obtain the bonds and adjust its schedule accordingly.

#### 6. Warranties and Limitations

- A. Customer Duty for Proper Use:** If Kraftsman does not provide installation, the Customer is responsible for making sure the products or equipment purchased are right for their intended use. The Customer is also responsible for making sure the products meet all laws, rules, and building or safety codes that apply to the project. Kraftsman does not guarantee that the products will work for a specific purpose or meet local code requirements when Kraftsman is not handling installation. The Customer is fully responsible for choosing, installing, and using the products in their project.
- B. Limited Warranty:** Kraftsman warrants that its merchandise and workmanship will conform in all material respects to the applicable manufacturer's published specifications for a period of one (1) year from the date of substantial completion or delivery, whichever occurs first. This warranty is conditioned upon full and timely payment by Customer. Kraftsman's obligation, and Customer's exclusive remedy, is limited to repair or replacement of nonconforming items, at Kraftsman's option.
- C. Exclusions:** This warranty does not cover: (i) normal wear and tear; (ii) misuse, abuse, neglect, or improper maintenance; (iii) unauthorized repairs or modifications; (iv) damage caused by accident, weather, fire, flood, earth movement or other acts of God; (v) use of chemicals, water quality issues, or environmental conditions beyond Kraftsman's control; or (vi) equipment or components manufactured by third parties, which are subject only to the applicable manufacturer's warranty. **EXCEPT AS EXPRESSLY PROVIDED ABOVE, KRAFTSMAN DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- D. Limitation of Liability:** To the fullest extent permitted by law, Kraftsman's total liability arising out of or relating to this Agreement shall not exceed the contract price actually paid for the specific equipment or services giving rise to the claim. In no event shall Kraftsman be liable for consequential, incidental, special, punitive, or indirect damages, including lost profits, loss of use, or business interruption, even if advised of the possibility of such damages. Nothing in this section limits Kraftsman's liability for gross negligence, willful misconduct, or personal injury where such limitations are prohibited by law.

#### 7. Risk Allocation and Force Majeure

- A. Force Majeure:** Neither party shall be liable for delay or failure to perform, except for payment obligations, to the extent such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, fire, flood, pandemic, epidemic, war, terrorism, labor disputes, government orders, transportation or supply chain disruptions, or shortages of materials or equipment. Deadlines for performance shall



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QUOTE #Q87739

Date: 03/09/2026

Project: 35000

Created By: Ryan Slott

Quote Name: 4-Bay Bi-Pod

be extended for the period of delay caused by the force majeure event. The affected party shall provide notice to the other party within a reasonable time after becoming aware of the event. If a force majeure event continues for more than ninety (90) days, either party may terminate the affected portion of the contract upon written notice, with Kraftsman entitled to payment for all work performed and costs incurred to the date of termination.

**B. Loss or Damage Prior to Installation:** Risk of loss or damage to equipment shall pass to Customer upon delivery to the designated project site, whether or not unloading or installation has occurred. Kraftsman remains responsible for loss or damage only while the equipment is in its possession at its warehouse. Once delivered to the site, Customer shall be responsible for providing security, insurance, and protection of the equipment until installation. In the event of loss or damage while in Kraftsman's control prior to delivery, Kraftsman's obligation is limited to repair or replacement of the affected equipment.

## 8. Returns and Cancellations

**A. Returns:** No returns will be accepted without Kraftsman's prior written authorization. Only standard, non-custom products are eligible for return. Authorized returns are subject to a restocking fee of twenty-five percent (25%) of the product price plus all related freight, handling, and administrative charges. Returned items must be unused, in original condition, and shipped prepaid by Customer.

**B. Proposal Validity:** Quotes and proposals are valid for thirty (30) days from the date issued unless extended in writing by Kraftsman. After expiration, Kraftsman reserves the right to adjust pricing, terms, or availability.

**C. Cancellation by Customer:** If Customer cancels an order or contract after acceptance, Customer shall pay Kraftsman for all costs, expenses, and commitments incurred to date, plus a reasonable allowance for overhead and anticipated profit. Orders for custom, special-order, or fabricated items are non-cancellable once accepted. Payment for cancellation charges shall be due immediately upon invoicing.

## 9. Governing Law and Disputes

**A. Governing Law:** This Agreement and any dispute arising from it shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.

**B. Venue:** Except as provided below, the parties agree that the exclusive venue for any action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in Harris County, Texas, and each party irrevocably submits to the jurisdiction of such courts. If a dispute directly involves rights or interests in real property located outside of Harris County, Texas, then venue for that dispute shall lie in the county where the real property is located.

## 10. Miscellaneous

**A. Clerical Errors:** Kraftsman reserves the right to correct clerical, typographical, or arithmetic errors in the proposal or contract, provided that such corrections do not materially alter the scope of work or contract price without Customer's written consent.

**B. Entire Agreement:** This Agreement, together with the accompanying proposal or quote, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, representations, or understandings, whether written or oral. No amendment or modification of this Agreement shall be valid unless made in a written document signed by both parties. No waiver of any provision shall be effective unless in writing and signed by the party granting the waiver.



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**QUOTE #Q87739**

Date: 03/09/2026

Project: 35000

Created By: Ryan Slott

Quote Name: 4-Bay Bi-Pod

Respectfully Submitted

\_\_\_\_\_  
Ryan Slott

**Bill To:** City of Dayton

**Ship To:** City of Dayton

**Terms:** Percentage Completed Draws Monthly

### Acceptance of Proposal

The Customer accepts the pricing, specifications, and the attached Terms and Conditions. The Customer authorizes Kraftsman to proceed with the work, provide the products, and perform the services described in the proposal. The undersigned confirms they are authorized to approve this order on behalf of the Customer and that payment will be made in accordance with the proposal.

Authorized Signature \_\_\_\_\_

PO# \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

Acceptance Date \_\_\_\_\_

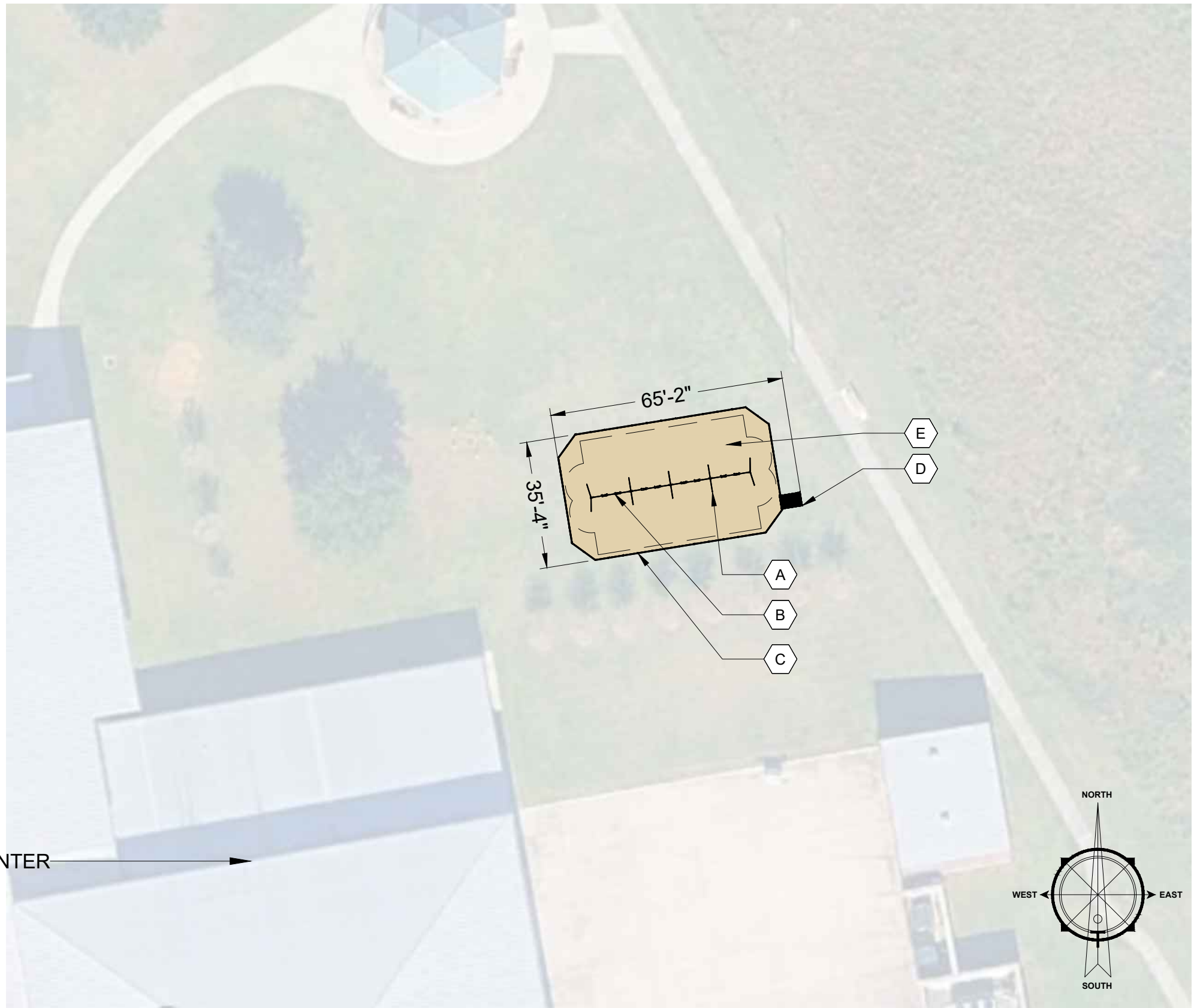
Authorized Signature \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

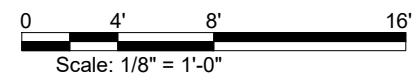
**WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT**

**Thank You! We Appreciate Your Business!**

Playground Schedule			
Product ID	Description	QTY	
A	90015404XX	Bi-pod swing frame 8 ft - 4 bay	
B	90015108XX	Belt Swing Bay	4
C	APS-BORDER12	12"x4 Playground Border with Spike	43
D	APS-ADAHALFRAMP	ADA Half Ramp System	1
E	EWF	Engineered Wood Fiber for playgrounds - SF	2002



PROJECT NAME **City of Dayton - Community Center**  
 PROJECT LOCATION **Dayton, TX**



**KRAFTSMAN**  
 PLAYGROUNDS & WATER PARKS

19535 Haude Road  
 Spring, TX 77388  
 kraftsmanplay.com

info@kraftsmanplay.com  
 800.451.4869

**CONTACT FOR PRICING AND PRODUCT INFORMATION**

CONSULTANT **RYAN SLOTT**  
 OFFICE # **800-451-4869**  
 CELL # **214-282-9580**  
 EMAIL **RYANS@KRAFTSMANPLAY.COM**

PROJECT # **35000** OPTION # **1**  
 REVISION **00** DWG NAME **KPS-35000**  
 DATE **3/4/2026** DESIGNER **CPJ**  
 VIEW **Site Plan** SHEET **KS.1.1**

**- PRELIMINARY DESIGN -  
 NOT FOR CONSTRUCTION**

CONTACT FOR PRICING AND PRODUCT INFORMATION	
CONSULTANT	RYAN SLOTT
OFFICE: 800-451-4869	CELL: 214-282-9580
EMAIL	RYANS@KRAFTSMANPLAY.COM

Sign here to accept as shown:  
 Accepted by: \_\_\_\_\_  
 Date: \_\_\_\_\_

Colors:  
 ● Blue  
 ● Blue seats

**BI-POD 4-BAY SWING  
 8 BELT SEATS**



**PRELIMINARY DESIGN – NOT FOR CONSTRUCTION**

Graphic Representation.  
 Refer to drawings/quotes for items included and not included.



**City of Dayton - Community Center**  
 Dayton, TX

PROJECT # 35000  
 OPTION 1  
 REVISION 00  
 DWG NAME KPS-35000  
 SHEET KP 2.4A  
 VIEW Playground Details

DATE 3.4.2026  
 SALES CONSULTANT  
 Ryan Slott  
 DESIGNER  
 MZB

IF THIS FILE HAS BEEN TRANSMITTED ELECTRONICALLY, THE ORIGINAL IS IN THE OFFICE OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. THE ELECTRONIC DOCUMENT WAS RELEASED BY KRAFTSMAN FOR A SPECIFIC USE. NO OTHER USE OR MODIFICATION MAY BE MADE WITHOUT THE WRITTEN CONSENT OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. ALL INSTRUMENTS OF SERVICE, INCLUDING ORIGINAL DRAWINGS AND SPECIFICATIONS PREPARED BY KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT SHALL REMAIN THE PROPERTY OF KRAFTSMAN AND MAY NOT BE USED FOR ANY PURPOSES NOT SPECIFICALLY AGREED TO IN WRITING BY KRAFTSMAN. ALL REPRODUCTIONS OF THE INSTRUMENTS OF SERVICE SUPPLIED TO THE OWNER MAY BE USED BY THE OWNER FOR ANY PURPOSES RELATED TO THE SUBJECT PROPERTY. IN THE EVENT THAT ANY CHANGES ARE MADE IN THE PLANS AND/OR SPECIFICATIONS BY THE OWNER OR PERSONS OTHER THAN KRAFTSMAN, ANY AND ALL LIABILITY ARISING OUT OF SUCH CHANGES SHALL BE FULL RESPONSIBILITY OF THE OWNER UNLESS OWNER HAS RECEIVED KRAFTSMAN'S WRITTEN CONSENT FOR SUCH CHANGES.



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Phone: (281) 353-9599  
ryans@kraftsmanplay.com

**QUOTE #Q87740**

Date: 03/09/2026

Project: 35000

Created By: Ryan Slott

Quote Name: (Option 2)

## BILL TO

**City of Dayton** ☎ 936-257-0055  
Mr. Chris Jarmon, CPM  
City of Dayton - Community Center  
117 Cook Street  
Dayton, TX 77535

## SHIP TO

**City of Dayton** ☎ 936-257-0055  
Mr. Chris Jarmon, CPM ☎ 936-402-3719  
City of Dayton - Community Center  
801 S Cleveland St.  
Dayton, TX 77535

**Terms:**

Percentage Completed Draws Monthly

QTY	Code	Description	Size	Color
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**Option 2**

**Drawing: KPS-35000-2**  
**Sheet: K 1.1 Date: 3.4.2026**

	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #781-251		
1	PS3-32207-Q	Quick Ship* Play Unit for ages 5 to 12 by Superior Playgrounds*depending on current stock, will ship within 5 to 8 business days of order placed with manufacturer (excluding holidays)		spring storm or terra
50	EWf	Engineered Wood Fiber for playgrounds - Calculated with 30% additional materials above what is required to allow for natural settling and compacting	cu. yd.	Natural
1	FABRIC	Polyspun Soil Separator, 1800 SF.	6'x300'	
29	APS-BORDER12	12"x4 Playground Border with Spike	12"	black
1	APS-ADAHALFRAMP	ADA Half Ramp System for use with 8" or 12" borders		black

**Total: \$44,760.09**



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Date: 03/09/2026

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Quote Name: (Option 2)

## Special Terms and Conditions

### Installation of Playground:

Installation quoted includes:

- A. Receiving and unloading of equipment
- B. Excavation of required footings
- C. Assembly of structure
- D. Concrete for footings
- E. All labor, tools, machinery, and equipment as necessary for installation.

### Project Completion Playgrounds:

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 (see Lead Time Note for ship times from manufactures), issuance of building permits if required, weather permitting.

### Lead Times Playgrounds:

Lead Times are after approval of all Initial submittals/colors (see Project Completion Note for additional information on submittal times), and begin once the order is placed with the manufacturer.

Superior Playground - lead time for items to ship is 5-8 business days for Quick Ship playgrounds



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Date: 03/09/2026

Project: 35000

Created By: Ryan Slott

Quote Name: (Option 2)

## General Terms and Conditions

### 1. Scope of Work and Changes

- A. Scope of Work:** Kraftsman's obligations are limited to the products, equipment, and services expressly described in the accompanying proposal or quote. Items not specifically identified are excluded from the scope and remain the responsibility of the Customer unless added by written change order. If set forth and applicable, the proposal and quote contain all established BuyBoard program discounts per the BuyBoard contract noted in the quote/proposal.
- B. Exclusions:** Unless expressly listed as line items in the proposal, Kraftsman is not responsible for obtaining building permits, securing engineer-stamped plans, preparing or submitting materials for ADA compliance reviews or inspections, making modifications to existing equipment or structures beyond the defined scope of work, or relocating utilities. These items remain the responsibility of the Customer.
- C. Alterations and Extra Work:** Any alteration, deviation, or additional work outside the stated scope, that is requested or required, must be authorized in a written change order signed by both Customer and Kraftsman. No such work will be performed until the parties agree in writing to the associated adjustments in contract price, schedule, and, if applicable, other contract terms.
- D. Concealed Conditions:** If Kraftsman encounters concealed, unforeseen, or differing site conditions that materially affect cost, time, or means of performance, Kraftsman shall promptly notify Customer. Work affected by such conditions will be suspended until the parties execute a written change order providing for an equitable adjustment to the contract price, schedule, and, if necessary, other contract terms. Customer shall cooperate in good faith to approve such adjustments.

### 2. Payment Terms

- A. Price and Payment Schedule:** Payment shall be made in accordance with the schedule stated in the quote or proposal. Any scope of work that includes installation shall provide for monthly progress billing. All work completed and materials delivered or completed will be billed in the month completed. Unless otherwise agreed in writing, all invoices are due and payable within thirty (30) days of issuance. Kraftsman may suspend work or withhold further deliveries if payment is not received when due. Final payment shall be due upon substantial completion of the work and delivery of equipment, regardless of minor punch-list items.
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#### 5. Insurance and Bonding

- A. Standard Insurance:** Kraftsman carries insurance with the following minimum limits: (i) \$1,000,000 per occurrence for General Liability, including Completed Operations; (ii) \$1,000,000 per occurrence for Automobile Liability; and (iii) statutory limits for Workers' Compensation. Upon request, Kraftsman will provide a certificate of insurance as evidence of such coverage.
- B. Additional Insurance:** Kraftsman maintains standard insurance coverage as described in these terms. If Customer requires modifications to such coverage—including but not limited to being added as an additional insured, waivers of subrogation, increased coverage limits, or other endorsements—any additional premiums, administrative fees, broker charges, or related costs shall be the sole responsibility of Customer. Kraftsman shall have no obligation to obtain or provide such modifications unless and until Customer agrees in writing to the associated costs and any reasonable schedule adjustments needed to secure the requested coverage.
- C. Bonding:** Performance, payment, and maintenance bonds are not included in the contract price unless expressly listed in the proposal. If Customer requires such bonds, Kraftsman will provide them only upon (i) written agreement, (ii) advance payment by Customer of all related premiums, administrative fees, broker charges, and other costs, and (iii) approval by Kraftsman's surety. Kraftsman shall not be required to commence or continue work until such conditions are met. Kraftsman will also be entitled to an equitable extension of time to obtain the bonds and adjust its schedule accordingly.

#### 6. Warranties and Limitations

- A. Customer Duty for Proper Use:** If Kraftsman does not provide installation, the Customer is responsible for making sure the products or equipment purchased are right for their intended use. The Customer is also responsible for making sure the products meet all laws, rules, and building or safety codes that apply to the project. Kraftsman does not guarantee that the products will work for a specific purpose or meet local code requirements when Kraftsman is not handling installation. The Customer is fully responsible for choosing, installing, and using the products in their project.
- B. Limited Warranty:** Kraftsman warrants that its merchandise and workmanship will conform in all material respects to the applicable manufacturer's published specifications for a period of one (1) year from the date of substantial completion or delivery, whichever occurs first. This warranty is conditioned upon full and timely payment by Customer. Kraftsman's obligation, and Customer's exclusive remedy, is limited to repair or replacement of nonconforming items, at Kraftsman's option.
- C. Exclusions:** This warranty does not cover: (i) normal wear and tear; (ii) misuse, abuse, neglect, or improper maintenance; (iii) unauthorized repairs or modifications; (iv) damage caused by accident, weather, fire, flood, earth movement or other acts of God; (v) use of chemicals, water quality issues, or environmental conditions beyond Kraftsman's control; or (vi) equipment or components manufactured by third parties, which are subject only to the applicable manufacturer's warranty. **EXCEPT AS EXPRESSLY PROVIDED ABOVE, KRAFTSMAN DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- D. Limitation of Liability:** To the fullest extent permitted by law, Kraftsman's total liability arising out of or relating to this Agreement shall not exceed the contract price actually paid for the specific equipment or services giving rise to the claim. In no event shall Kraftsman be liable for consequential, incidental, special, punitive, or indirect damages, including lost profits, loss of use, or business interruption, even if advised of the possibility of such damages. Nothing in this section limits Kraftsman's liability for gross negligence, willful misconduct, or personal injury where such limitations are prohibited by law.

#### 7. Risk Allocation and Force Majeure

- A. Force Majeure:** Neither party shall be liable for delay or failure to perform, except for payment obligations, to the extent such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, fire, flood, pandemic, epidemic, war, terrorism, labor disputes, government orders, transportation or supply chain disruptions, or shortages of materials or equipment. Deadlines for performance shall

Initials \_\_\_\_\_



# Kraftsman

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WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599  
ryans@kraftsmanplay.com

QUOTE #Q87740

Date: 03/09/2026

Project: 35000

Created By: Ryan Slott

Quote Name: (Option 2)

be extended for the period of delay caused by the force majeure event. The affected party shall provide notice to the other party within a reasonable time after becoming aware of the event. If a force majeure event continues for more than ninety (90) days, either party may terminate the affected portion of the contract upon written notice, with Kraftsman entitled to payment for all work performed and costs incurred to the date of termination.

**B. Loss or Damage Prior to Installation:** Risk of loss or damage to equipment shall pass to Customer upon delivery to the designated project site, whether or not unloading or installation has occurred. Kraftsman remains responsible for loss or damage only while the equipment is in its possession at its warehouse. Once delivered to the site, Customer shall be responsible for providing security, insurance, and protection of the equipment until installation. In the event of loss or damage while in Kraftsman's control prior to delivery, Kraftsman's obligation is limited to repair or replacement of the affected equipment.

## 8. Returns and Cancellations

**A. Returns:** No returns will be accepted without Kraftsman's prior written authorization. Only standard, non-custom products are eligible for return. Authorized returns are subject to a restocking fee of twenty-five percent (25%) of the product price plus all related freight, handling, and administrative charges. Returned items must be unused, in original condition, and shipped prepaid by Customer.

**B. Proposal Validity:** Quotes and proposals are valid for thirty (30) days from the date issued unless extended in writing by Kraftsman. After expiration, Kraftsman reserves the right to adjust pricing, terms, or availability.

**C. Cancellation by Customer:** If Customer cancels an order or contract after acceptance, Customer shall pay Kraftsman for all costs, expenses, and commitments incurred to date, plus a reasonable allowance for overhead and anticipated profit. Orders for custom, special-order, or fabricated items are non-cancellable once accepted. Payment for cancellation charges shall be due immediately upon invoicing.

## 9. Governing Law and Disputes

**A. Governing Law:** This Agreement and any dispute arising from it shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.

**B. Venue:** Except as provided below, the parties agree that the exclusive venue for any action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in Harris County, Texas, and each party irrevocably submits to the jurisdiction of such courts. If a dispute directly involves rights or interests in real property located outside of Harris County, Texas, then venue for that dispute shall lie in the county where the real property is located.

## 10. Miscellaneous

**A. Clerical Errors:** Kraftsman reserves the right to correct clerical, typographical, or arithmetic errors in the proposal or contract, provided that such corrections do not materially alter the scope of work or contract price without Customer's written consent.

**B. Entire Agreement:** This Agreement, together with the accompanying proposal or quote, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, representations, or understandings, whether written or oral. No amendment or modification of this Agreement shall be valid unless made in a written document signed by both parties. No waiver of any provision shall be effective unless in writing and signed by the party granting the waiver.



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QUOTE #Q87740

Date: 03/09/2026

Project: 35000

Created By: Ryan Slott

Quote Name: (Option 2)

Respectfully Submitted

\_\_\_\_\_  
Ryan Slott

**Bill To:** City of Dayton

**Ship To:** City of Dayton

**Terms:** Percentage Completed Draws Monthly

### Acceptance of Proposal

The Customer accepts the pricing, specifications, and the attached Terms and Conditions. The Customer authorizes Kraftsman to proceed with the work, provide the products, and perform the services described in the proposal. The undersigned confirms they are authorized to approve this order on behalf of the Customer and that payment will be made in accordance with the proposal.

Authorized Signature \_\_\_\_\_

PO# \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

Acceptance Date \_\_\_\_\_

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!**

Playground Schedule			
Product ID	Description	QTY	
A	PS3-32207	Steel Play Structure for ages 5 to 12 Capacity: 15 Fall Height: 7'	1
B	APS-BORDER12	12"x4 Playground Border with Spike	29
C	APS-ADAHALFRAMP	ADA Half Ramp System	1
D	EWF	Engineered Wood Fiber for playgrounds - SF	1041



PROJECT NAME **City of Dayton - Community Center**

PROJECT LOCATION **Dayton, TX**

Scale: 1/32" = 1'-0"



**KRAFTSMAN**  
PLAYGROUNDS & WATER PARKS

19535 Haude Road  
Spring, TX 77388  
kraftsmanplay.com

info@kraftsmanplay.com  
800.451.4869

**CONTACT FOR PRICING AND PRODUCT INFORMATION**

CONSULTANT RYAN SLOTT

OFFICE # 800-451-4869

CELL # 214-282-9580

EMAIL RYANS@KRAFTSMANPLAY.COM

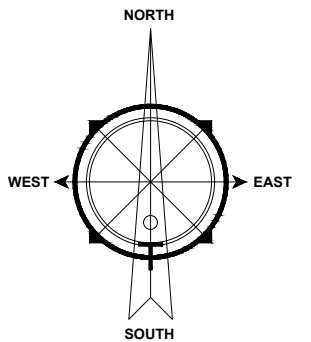
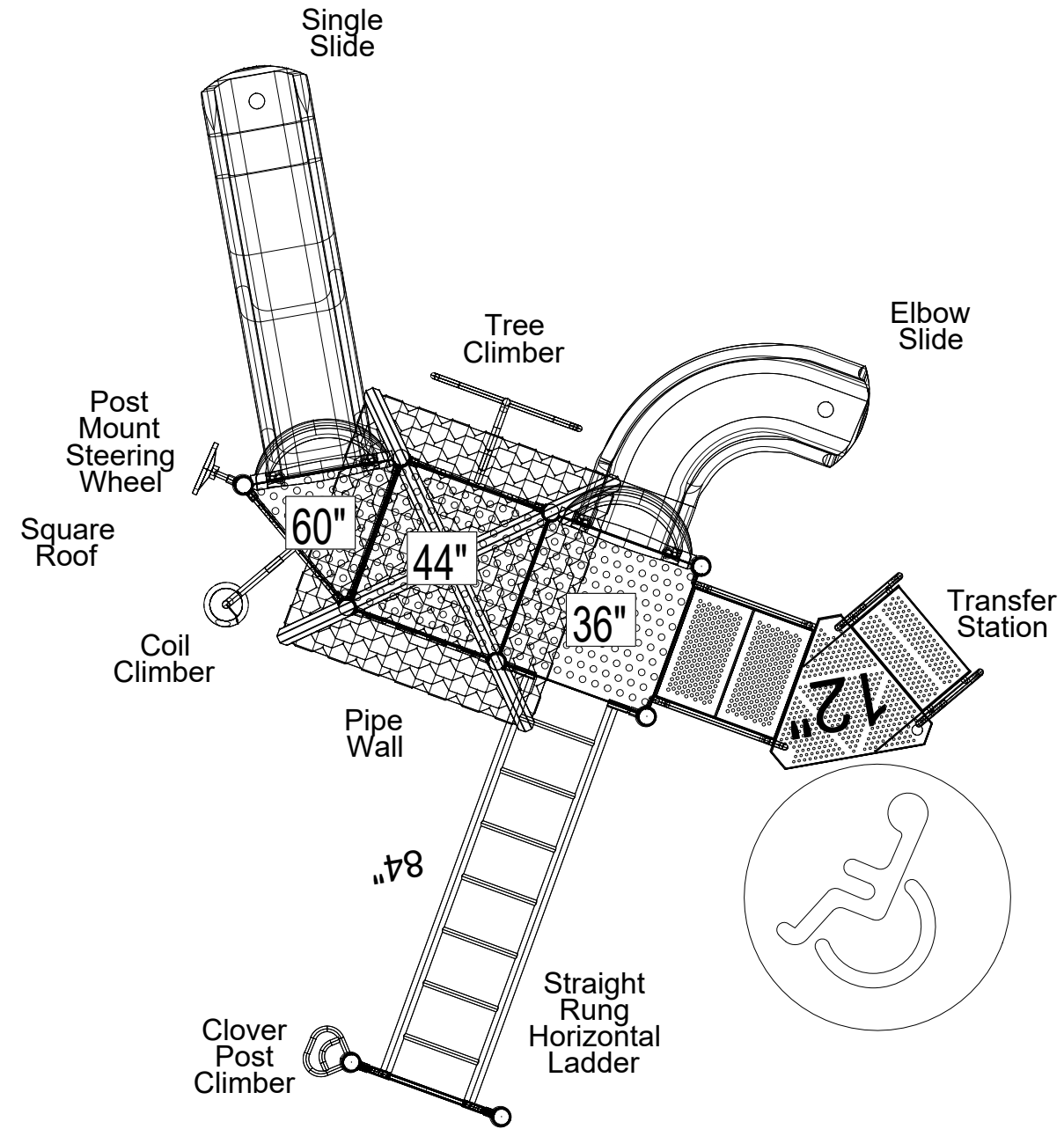
PROJECT # 35000 OPTION # 2

REVISION 00 DWG NAME KPS-35000-2

DATE 3/4/2026 DESIGNER CPJ

VIEW Site Plan SHEET KS.1.1

- PRELIMINARY DESIGN -  
NOT FOR CONSTRUCTION



PROJECT NAME **City of Dayton - Community Center**  
 PROJECT LOCATION **Dayton, TX**



**KRAFTSMAN**  
 PLAYGROUNDS & WATER PARKS

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[kraftsmanplay.com](http://kraftsmanplay.com)  
 info@kraftsmanplay.com  
 800.451.4869

**CONTACT FOR PRICING AND PRODUCT INFORMATION**

CONSULTANT **RYAN SLOTT**  
 OFFICE # **800-451-4869**  
 CELL # **214-282-9580**  
 EMAIL **RYANS@KRAFTSMANPLAY.COM**

PROJECT #	35000	OPTION #	2
REVISION	00	DWG NAME	KPS-35000-2
DATE	3/4/2026	DESIGNER	CPJ
VIEW	Structure Plan	SHEET	KP.2.1

- PRELIMINARY DESIGN -  
 NOT FOR CONSTRUCTION

CONTACT FOR PRICING AND PRODUCT INFORMATION	
CONSULTANT	RYAN SLOTT
OFFICE: 800-451-4869	CELL: 214-282-9580
EMAIL	RYANS@KRAFTSMANPLAY.COM

Sign here to accept as shown:  
 Accepted by: \_\_\_\_\_  
 Date: \_\_\_\_\_

NAME: PS3-32207  
 TYPE: 3.5" STEEL  
 CAPACITY: 15  
 FALL HEIGHT: 7'  
 AGE RANGE: 5-12

- Color Scheme:  
 Spring Storm
- Champagne
  - Spring Green
  - Sky Blue
  - Black



PRELIMINARY DESIGN – NOT FOR CONSTRUCTION

Graphic Representation.  
 Refer to drawings/quotes for items included and not included.



City of Dayton - Community Center  
 Dayton, TX

PROJECT # 35000  
 OPTION 2  
 REVISION 00  
 DWG NAME KPS-35000-2  
 SHEET KP 2.4A  
 VIEW Playground Details

DATE 3.4.2026  
 SALES CONSULTANT  
 Ryan Slott  
 DESIGNER  
 MZB



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 19535 Haude Road  
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 Phone: (281) 353-9599  
 ryans@kraftsmanplay.com

QUOTE #Q87741

Date: 03/09/2026

Project: 35000

Created By: Ryan Slott

Quote Name: (Option 3)

## BILL TO

**City of Dayton** ☎ 936-257-0055  
 Mr. Chris Jarmon, CPM  
 City of Dayton - Community Center  
 117 Cook Street  
 Dayton, TX 77535

## SHIP TO

**City of Dayton** ☎ 936-257-0055  
 Mr. Chris Jarmon, CPM ☎ 936-402-3719  
 City of Dayton - Community Center  
 801 S Cleveland St.  
 Dayton, TX 77535

### Terms:

Percentage Completed Draws Monthly

QTY	Code	Description	Size	Color
<b>Option 3</b>				
<b>Drawing: KPS-35000-3 Sheet: K 1.1</b>				
<b>Date: 3/4/2026</b>				
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #781-251		
1	PS3-73783-Q	Quick Ship* Play Unit for ages 5 to 12 by Superior Playgrounds *depending on current stock, will ship within 5 to 8 business days of order placed with manufacturer (excluding holidays)		spring storm or terra
50	EWF	Engineered Wood Fiber for playgrounds - Calculated with 30% additional materials above what is required to allow for natural settling and compacting	cu. yd.	Natural
1	FABRIC	Polyspun Soil Separator, 1800 SF.	6'x300'	
29	APS-BORDER12	12"x4 Playground Border with Spike	12"	black
1	APS-ADAHALFRAMP	ADA Half Ramp System for use with 8" or 12" borders		black
			<b>Total:</b>	<b>\$56,540.50</b>



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## Special Terms and Conditions

### Installation of Playground:

Installation quoted includes:

- A. Receiving and unloading of equipment
- B. Excavation of required footings
- C. Assembly of structure
- D. Concrete for footings
- E. All labor, tools, machinery, and equipment as necessary for installation.

### Project Completion Playgrounds:

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 (see Lead Time Note for ship times from manufactures), issuance of building permits if required, weather permitting.

### Lead Times Playgrounds:

Lead Times are after approval of all Initial submittals/colors (see Project Completion Note for additional information on submittal times), and begin once the order is placed with the manufacturer.

Superior Playground - lead time for items to ship is 5-8 business days for Quick Ship playgrounds



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QUOTE #Q87741

Date: 03/09/2026

Project: 35000

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Quote Name: (Option 3)

## General Terms and Conditions

### 1. Scope of Work and Changes

- A. Scope of Work:** Kraftsman's obligations are limited to the products, equipment, and services expressly described in the accompanying proposal or quote. Items not specifically identified are excluded from the scope and remain the responsibility of the Customer unless added by written change order. If set forth and applicable, the proposal and quote contain all established BuyBoard program discounts per the BuyBoard contract noted in the quote/proposal.
- B. Exclusions:** Unless expressly listed as line items in the proposal, Kraftsman is not responsible for obtaining building permits, securing engineer-stamped plans, preparing or submitting materials for ADA compliance reviews or inspections, making modifications to existing equipment or structures beyond the defined scope of work, or relocating utilities. These items remain the responsibility of the Customer.
- C. Alterations and Extra Work:** Any alteration, deviation, or additional work outside the stated scope, that is requested or required, must be authorized in a written change order signed by both Customer and Kraftsman. No such work will be performed until the parties agree in writing to the associated adjustments in contract price, schedule, and, if applicable, other contract terms.
- D. Concealed Conditions:** If Kraftsman encounters concealed, unforeseen, or differing site conditions that materially affect cost, time, or means of performance, Kraftsman shall promptly notify Customer. Work affected by such conditions will be suspended until the parties execute a written change order providing for an equitable adjustment to the contract price, schedule, and, if necessary, other contract terms. Customer shall cooperate in good faith to approve such adjustments.

### 2. Payment Terms

- A. Price and Payment Schedule:** Payment shall be made in accordance with the schedule stated in the quote or proposal. Any scope of work that includes installation shall provide for monthly progress billing. All work completed and materials delivered or completed will be billed in the month completed. Unless otherwise agreed in writing, all invoices are due and payable within thirty (30) days of issuance. Kraftsman may suspend work or withhold further deliveries if payment is not received when due. Final payment shall be due upon substantial completion of the work and delivery of equipment, regardless of minor punch-list items.
- B. Taxes and Exempt Sales:** All prices quoted or invoiced are exclusive of sales, use, excise, or similar taxes. The Customer is responsible for paying any taxes that apply to the sale, purchase, or use of the products or services. If Kraftsman is required to collect and remit such taxes, the amount will be added to the invoice and must be paid by the Customer. If the Customer claims an exemption from sales tax, the Customer must provide Kraftsman with a valid and properly completed resale or exemption certificate before the sale. If the Customer fails to provide the required documentation, Kraftsman will charge and collect the applicable taxes. The Customer agrees to reimburse and hold Kraftsman harmless for any taxes, penalties, or interest assessed due to the Customer's failure to provide accurate exemption documentation or to comply with applicable tax laws.
- C. Late Payment:** Any amounts not paid when due shall accrue interest at the rate of 1.5% per month (18% annually) or the maximum rate permitted by applicable law, whichever is less, from the due date until paid in full. In addition, Kraftsman may suspend performance or withhold further deliveries until all past-due amounts, including accrued interest, are paid.
- D. Credit Card Payments:** Payments made by credit card are subject to a processing fee equal to the rate charged to Kraftsman by its merchant processor at the time of payment. Current rates are approximately 4% for Visa/MasterCard and 6% for American Express. Customers are encouraged to use ACH or check payments to avoid these fees.
- E. Retention of Title:** Title to all equipment shall remain with Kraftsman until payment in full has been received. If Customer fails to make payment when due, Kraftsman may, in addition to other remedies available at law or in equity, repossess the equipment and apply any payments received against costs, expenses, and losses incurred. Customer shall provide Kraftsman with reasonable access to recover such equipment. Nothing herein shall limit Kraftsman's right to pursue full recovery of the contract balance and associated costs.
- F. Attorney Fees:** If Kraftsman is required to pursue collection of past-due amounts or enforce any payment obligations under this Agreement, Customer shall be liable for all reasonable attorney fees, court costs, and collection expenses incurred by Kraftsman. These obligations are in addition to, and not in lieu of, interest or other remedies available under this Agreement or applicable law.

### 3. Delivery, Storage, and Installation

- A. Shipping Terms:** Unless otherwise stated in the proposal, all sales of products or equipment without installation are made **F.O.B. Kraftsman's shipping point**. Title and risk of loss pass to the Customer when the products are delivered to the carrier. Customer is responsible for freight, insurance during transit, and any unloading arrangements at the destination.
- B. Delivery and Unloading (with Installation):** If Kraftsman is responsible for installation, it will coordinate unloading and, if necessary, temporary storage of equipment prior to installation. Unless otherwise agreed in writing, storage will occur at Kraftsman's facility until equipment is needed on site. Customer shall ensure timely and suitable site access, including adequate space, ground conditions, and utilities for unloading and installation. Risk of loss or damage to equipment delivered to Customer's site shall pass to Customer upon delivery. Without installation, all products and equipment sold will be shipped FOB Origin.
- C. Inspection and Acceptance:** Customer must inspect all deliveries promptly upon arrival. Any claim for shortages, defects, or damage must be reported to Kraftsman in writing within **five (5) business days** of delivery. Failure to provide timely notice constitutes acceptance of the products as delivered. Accepted products are not returnable except as provided under Kraftsman's return policy.
- D. Storage Fees:** If Customer's site is not available or suitable for installation within four (4) weeks after product arrival at Kraftsman's warehouse, Kraftsman may, at its discretion, store the equipment and assess a storage fee equal to two percent (2%) of the product cost per month (or the actual cost of storage, whichever is greater) until installation. Risk of loss or damage to equipment during such storage shall be borne by Customer. Storage fees must be paid prior to installation.

Initials \_\_\_\_\_



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- E. Underground Utilities:** If Kraftsman is providing installation services, Customer is solely responsible for locating, identifying, and clearly marking all underground utilities, irrigation systems, and other subsurface installations before work begins, including coordination with applicable utility locating services (such as 811). Kraftsman shall not be liable for damage to utilities or systems that are unmarked, inaccurately marked, or otherwise concealed. Any delay, repair, or additional work arising from such conditions shall be at Customer's expense and may require a change order adjusting the contract price and schedule.
- F. Installation Conditions:** Quoted pricing is based on standard soil and subsurface conditions suitable for construction with ordinary equipment and methods. If rock, landfill, groundwater, debris, hazardous materials, or other unforeseen or abnormal conditions are encountered, Kraftsman shall promptly notify Customer. All costs, delays, or modifications required as a result of such conditions shall be addressed through a written change order providing for equitable adjustment to the contract price, schedule, and, if necessary, other terms.

#### 4. Compliance and Permits

- A. Code Compliance:** For proposals requiring installation by Kraftsman, Kraftsman will construct and install the equipment in substantial accordance with those Texas codes directly applicable to the scope of work, the 2021 International Swimming Pool and Spa Code (ISPSA) as adopted by the applicable jurisdiction, and generally accepted industry standards. The parties acknowledge that unforeseen site conditions or differing code interpretations may require reasonable adjustments, with equitable modifications to schedule and contract price. Kraftsman will exercise commercially reasonable efforts to meet applicable regulatory requirements and follow generally accepted industry practices.
- B. Permits and Approvals:** Unless expressly included as a quoted line item, Customer is solely responsible for obtaining and paying for all permits, licenses, inspections, engineered stamp drawings, ADA compliance and inspection and governmental approvals necessary for the project. Kraftsman's quoted pricing excludes such items. Delays or costs arising from Customer's failure to obtain required permits or approvals shall entitle Kraftsman to an equitable adjustment in contract price and schedule. Kraftsman shall not be liable for penalties, fines, or enforcement actions resulting from Customer's failure to secure required permits.

#### 5. Insurance and Bonding

- A. Standard Insurance:** Kraftsman carries insurance with the following minimum limits: (i) \$1,000,000 per occurrence for General Liability, including Completed Operations; (ii) \$1,000,000 per occurrence for Automobile Liability; and (iii) statutory limits for Workers' Compensation. Upon request, Kraftsman will provide a certificate of insurance as evidence of such coverage.
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- B. Limited Warranty:** Kraftsman warrants that its merchandise and workmanship will conform in all material respects to the applicable manufacturer's published specifications for a period of one (1) year from the date of substantial completion or delivery, whichever occurs first. This warranty is conditioned upon full and timely payment by Customer. Kraftsman's obligation, and Customer's exclusive remedy, is limited to repair or replacement of nonconforming items, at Kraftsman's option.
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- D. Limitation of Liability:** To the fullest extent permitted by law, Kraftsman's total liability arising out of or relating to this Agreement shall not exceed the contract price actually paid for the specific equipment or services giving rise to the claim. In no event shall Kraftsman be liable for consequential, incidental, special, punitive, or indirect damages, including lost profits, loss of use, or business interruption, even if advised of the possibility of such damages. Nothing in this section limits Kraftsman's liability for gross negligence, willful misconduct, or personal injury where such limitations are prohibited by law.

#### 7. Risk Allocation and Force Majeure

- A. Force Majeure:** Neither party shall be liable for delay or failure to perform, except for payment obligations, to the extent such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, fire, flood, pandemic, epidemic, war, terrorism, labor disputes, government orders, transportation or supply chain disruptions, or shortages of materials or equipment. Deadlines for performance shall

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## 9. Governing Law and Disputes

**A. Governing Law:** This Agreement and any dispute arising from it shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.

**B. Venue:** Except as provided below, the parties agree that the exclusive venue for any action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in Harris County, Texas, and each party irrevocably submits to the jurisdiction of such courts. If a dispute directly involves rights or interests in real property located outside of Harris County, Texas, then venue for that dispute shall lie in the county where the real property is located.

## 10. Miscellaneous

**A. Clerical Errors:** Kraftsman reserves the right to correct clerical, typographical, or arithmetic errors in the proposal or contract, provided that such corrections do not materially alter the scope of work or contract price without Customer's written consent.

**B. Entire Agreement:** This Agreement, together with the accompanying proposal or quote, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, representations, or understandings, whether written or oral. No amendment or modification of this Agreement shall be valid unless made in a written document signed by both parties. No waiver of any provision shall be effective unless in writing and signed by the party granting the waiver.



# Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599  
ryans@kraftsmanplay.com

QUOTE #Q87741

Date: 03/09/2026

Project: 35000

Created By: Ryan Slott

Quote Name: (Option 3)

Respectfully Submitted

\_\_\_\_\_  
Ryan Slott

**Bill To:** City of Dayton

**Ship To:** City of Dayton

**Terms:** Percentage Completed Draws Monthly

### Acceptance of Proposal

The Customer accepts the pricing, specifications, and the attached Terms and Conditions. The Customer authorizes Kraftsman to proceed with the work, provide the products, and perform the services described in the proposal. The undersigned confirms they are authorized to approve this order on behalf of the Customer and that payment will be made in accordance with the proposal.

Authorized Signature \_\_\_\_\_

PO# \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

Acceptance Date \_\_\_\_\_

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!**

Playground Schedule			
Product ID	Description	QTY	
A	PS3-73783	Steel Play Structure for ages 5 to 12 Capacity: 48 Fall Height: 5'	1
B	APS-BORDER12	12"x4 Playground Border with Spike	29
C	APS-ADAHALFRAMP	ADA Half Ramp System	1
D	EWF	Engineered Wood Fiber for playgrounds - SF	1041

COMMUNITY CENTER →



PROJECT NAME **City of Dayton - Community Center**

PROJECT LOCATION **Dayton, TX**

Scale: 1/32" = 1'-0"



**KRAFTSMAN**  
PLAYGROUNDS & WATER PARKS

19535 Haude Road  
Spring, TX 77388  
kraftsmanplay.com

info@kraftsmanplay.com  
800.451.4869

**CONTACT FOR PRICING AND PRODUCT INFORMATION**

CONSULTANT RYAN SLOTT

OFFICE # 800-451-4869

CELL # 214-282-9580

EMAIL RYANS@KRAFTSMANPLAY.COM

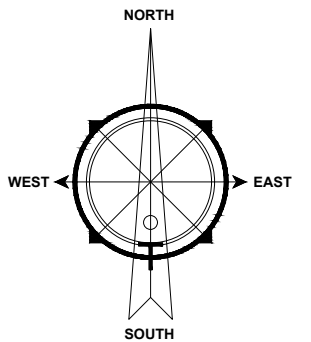
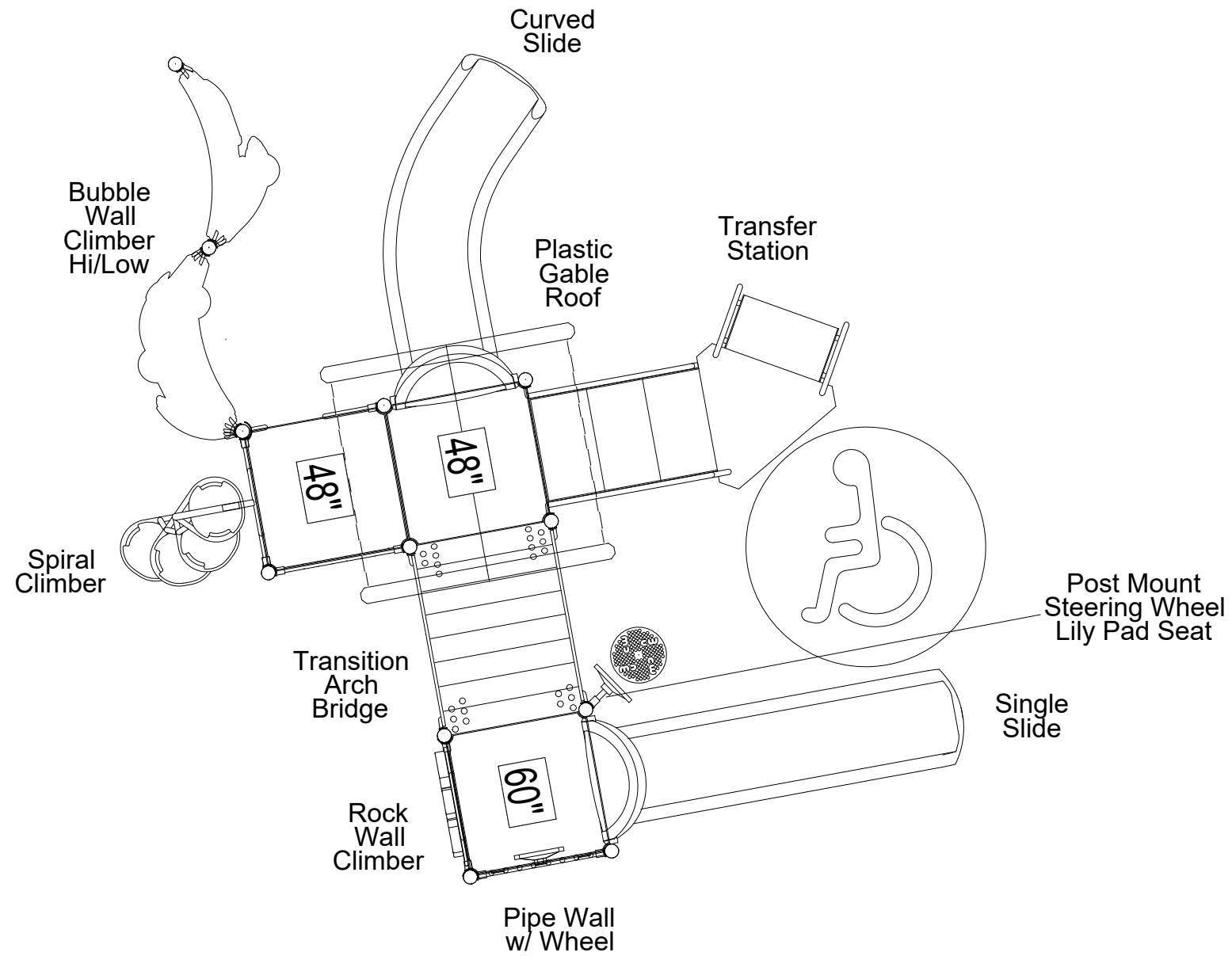
PROJECT # 35000 OPTION # 3

REVISION 00 DWG NAME KPS-35000-3

DATE 3/4/2026 DESIGNER CPJ

VIEW Site Plan SHEET KS.1.1

- PRELIMINARY DESIGN -  
NOT FOR CONSTRUCTION



PROJECT NAME **City of Dayton - Community Center**  
 PROJECT LOCATION **Dayton, TX**



**KRAFTSMAN**  
 PLAYGROUNDS & WATER PARKS

19535 Haude Road  
 Spring, TX 77388  
[kraftsmanplay.com](http://kraftsmanplay.com)  
 info@kraftsmanplay.com  
 800.451.4869

**CONTACT FOR PRICING AND PRODUCT INFORMATION**

CONSULTANT **RYAN SLOTT**  
 OFFICE # **800-451-4869**  
 CELL # **214-282-9580**  
 EMAIL **RYANS@KRAFTSMANPLAY.COM**

PROJECT # **35000** OPTION # **3**  
 REVISION **00** DWG NAME **KPS-35000-3**  
 DATE **3/4/2026** DESIGNER **CPJ**  
 VIEW **Structure Plan** SHEET **KP.2.1**

**- PRELIMINARY DESIGN -  
 NOT FOR CONSTRUCTION**

<b>CONTACT FOR PRICING AND PRODUCT INFORMATION</b>	
CONSULTANT	RYAN SLOTT
OFFICE: 800-451-4869	CELL: 214-282-9580
EMAIL	RYANS@KRAFTSMANPLAY.COM

Sign here to accept as shown:  
 Accepted by: \_\_\_\_\_  
 Date: \_\_\_\_\_

NAME: PS3-73783  
 TYPE: 3.5" STEEL  
 CAPACITY: 48  
 FALL HEIGHT: 5'  
 AGE RANGE: 5-12

- Color Scheme:**  
 Spring Storm
- Champagne
  - Spring Green
  - Sky Blue
  - Black



**PRELIMINARY DESIGN – NOT FOR CONSTRUCTION**

Graphic Representation.  
 Refer to drawings/quotes for items included and not included.



**City of Dayton - Community Center**  
 Dayton, TX

PROJECT # 35000  
 OPTION 3  
 REVISION 00  
 DWG NAME KPS-35000-3  
 SHEET KP 2.4A  
 VIEW Playground Details

DATE 3.4.2026  
 SALES CONSULTANT  
 Ryan Slott  
 DESIGNER  
 MZB

IF THIS FILE HAS BEEN TRANSMITTED ELECTRONICALLY, THE ORIGINAL IS IN THE OFFICE OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. THE ELECTRONIC DOCUMENT WAS RELEASED BY KRAFTSMAN FOR A SPECIFIC USE. NO OTHER USE OR MODIFICATION MAY BE MADE WITHOUT THE WRITTEN CONSENT OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. ALL INSTRUMENTS OF SERVICE, INCLUDING ORIGINAL DRAWINGS AND SPECIFICATIONS PREPARED BY KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT SHALL REMAIN THE PROPERTY OF KRAFTSMAN AND MAY NOT BE USED FOR ANY PURPOSES NOT SPECIFICALLY AGREED TO IN WRITING BY KRAFTSMAN. ALL REPRODUCTIONS OF THE INSTRUMENTS OF SERVICE SUPPLIED TO THE OWNER MAY BE USED BY THE OWNER FOR ANY PURPOSES RELATED TO THE SUBJECT PROPERTY. IN THE EVENT THAT ANY CHANGES ARE MADE IN THE PLANS AND/OR SPECIFICATIONS BY THE OWNER OR PERSONS OTHER THAN KRAFTSMAN, ANY AND ALL LIABILITY ARISING OUT OF SUCH CHANGES SHALL BE FULL RESPONSIBILITY OF THE OWNER UNLESS OWNER HAS RECEIVED KRAFTSMAN'S WRITTEN CONSENT FOR SUCH CHANGES.



Barry

## Product Specifications

Model Number:

PKP010

Age Range:

2-12 years

Child Capacity:

36-42

Fall Height:

60"

Post Diameter:

3.5-inch

Product Type:

Quick Ship

Safety Zone:

34' 10" x 26' 3"

## ADA Accessibility

Elevated:

8 components

Ground Level:

4 components

✓ ADA Compliant 

# MVP Playgrounds, LLC

1153 Bergen Pkwy Ste I-112  
Evergreen, CO 80439  
(303) 645-4213  
office@mvpplaygrounds.com  
www.mvpplaygrounds.com



## Estimate

ADDRESS	SHIP TO	ESTIMATE	2026-4674
City of Dayton	City of Dayton	DATE	03/24/2026
801 S Cleveland St.	801 S Cleveland St.	EXPIRATION	04/24/2026
Dayton, TX 77535	Dayton, TX 77535	DATE	
United States	United States		

DESCRIPTION	QTY	RATE	AMOUNT
Barry Playground Structure, 2-12 year old play structure, 3.5" posts	1	23,502.00	23,502.00T
Special Equipment Discount	1	-3,525.00	-3,525.00
Freight	1	2,400.00	2,400.00
Assembly and Installation of play equipment.	1	9,400.00	9,400.00
1 Layer of Landscape Fabric	1	400.00	400.00T
12" Border Timber w/ Galvanized Steel Spike	30	42.00	1,260.00T
2BY2HR12, 2 by 2 Half ADA Ramp for 12" Timbers	1	300.00	300.00T
Freight	1	395.00	395.00
Installation of (30) 12" plastic landscape timbers and (1) ADA half ramp to create a 34'10"x25'6" border.	1	467.00	467.00
Engineered Wood Fiber Safety Surface, 10" Deep for 1800 SF	1	2,880.00	2,880.00T
Installation - Mobilization	1	450.00	450.00

-----  
Seller agrees to sell, and Customer agrees to buy, the Product described in this Estimate for the purchase price stated in this Estimate. This Estimate is subject to the Terms & Conditions of Sale attached hereto, which is a part of the Estimate and is incorporated herein by reference for all purposes of the parties' Agreement.

SUBTOTAL	37,929.00
TAX	2,338.22
-----	
TOTAL	<b>\$40,267.22</b>

Accepted By

Accepted Date

By placing your signature above, you warrant and represent that you are an authorized representative of and able to bind the Customer for which the signing, that Customer agrees to be bound by the Agreement, and Customer has made the requisite deposit.

## Terms and Conditions of Sale

**Definitions.** The terms listed below shall have the following meanings:

**Agreement** means the Quote signed by the Customer, which incorporates these Terms and Conditions of Sale. It represents the entire agreement and understanding at the time of an Order, superseding any prior written or oral agreements or understandings. Every amendment must be in writing and signed by both Seller and Customer by way of a Change Order.

**Change Order** means an amendment to the Agreement that is in writing and signed by both Seller and Customer.

**Customer** means all persons identified as a customer in the Agreement, including the owner and, if applicable, a general contractor or a property management company acting for the owner.

**Job Site** means the address identified by Customer for delivery and off-loading of the Product.

**Order** means that Customer has timely delivered to Seller: (1) a signed Quote, and (2) Customer's deposit.

**Product** means the goods identified in the Quote. It includes both standard Product and custom Product. The Product does not include, and Seller does not provide, mounting anchors unless Seller is to perform the installation.

**Quote** means Seller's written offer incorporating these Terms and Conditions of Sale. It contains all material terms and scope of work, such as: the Product (including color selections), purchase price, Job Site, freight to Job Site, a mobilization charge, taxes, Seller services (such as off-loading, assembly, sod protection, excavation, private utility locates, on-site water, permitting, or storage), additional expenses and fees (if known), and the required deposit.

**Seller** means MVP Playgrounds, L.L.C., a Colorado limited liability company.

**General.** The following General provisions of the Terms and Conditions of Sale apply to every Order. The provisions in the Additional Terms and Conditions may also apply to an Order.

1. **Acceptance.** A Quote (except for the cost of freight) is valid for 30 days from its issue date. Seller may, in its sole discretion, accept an Order that is placed after 30 days. Due to the ever-increasing costs of freight, freight charges in a Quote are valid only for 14 business days. All Orders delivered more than 14 days after the Quote is issued will be charged the actual freight costs at time of shipping.
2. **Shipping and Assembly.** Seller will ship the Product F.O.B. origin. The risk of loss, damage, or destruction of or to any Product passes to Customer at time of shipping. Items are unitized for lift truck handling. Customer will comply with any and all applicable rules, regulations, and laws governing import or export of the Product. Customer is responsible for off-loading and any assembly/installation unless stated otherwise in the Quote. If Seller is responsible for assembly/installation, then the Quote includes off-loading.

A mobilization charge in a Quote reflects one mobilization to and from the Job Site. If additional mobilizations are required, then they will be charged at \$1,850.00 per additional mobilization. Customer agrees that Seller may separately invoice for additional mobilizations, and Customer will pay the invoice within 30 days from the date on Seller's invoice.

Shipment is anticipated, but not guaranteed, within 10 to 14 weeks after Seller's receipt of an Order. Seller is not liable to Customer in the event the Product is not delivered by Seller's estimated delivery date.

3. **Taxes.** Seller will calculate sales tax based on the Job Site and include sales tax in the Quote. If Customer is tax-exempt, Customer must provide Seller with sufficient proof of Customer's tax-exempt status before Customer places the Order, and Seller will not charge taxes provided Customer's tax-exempt status remains valid.
4. **Insurance.** Any special insurance coverage, or endorsements, over and above Seller standard coverage amounts are at Customer's expense. Customer agrees that Seller may separately invoice such costs incurred, and Customer will pay the invoice within 30 days from the date on Seller's invoice.
5. **Cancellation of Order.** An Order may not be cancelled unless Seller consents in writing to such cancellation on terms set by Seller. Seller makes no representation that any portion of any deposit is refundable under any circumstances. At a minimum, Customer will be liable for all costs and expenses incurred by Seller as a result of the Order through the cancellation date.
6. **Return.** A custom Product cannot be returned. Seller may, in its sole discretion, set the terms for return of a standard Product, but, at a minimum, Customer must: (a) receive written pre-authorization from Seller, and (b) pre-pay transportation

charges and a re-stocking charge of 50% of the purchase price of the Product being returned. Return of a standard Product must be received in the same condition as originally shipped.

7. **Force Majeure.** Seller shall not be liable for any delay or interruption in its performance of this Agreement caused by any condition beyond the control of Seller, including, without limitation, strikes, riots, acts of terrorism, acts of God, pandemic, quarantine, restrictive governmental laws or regulations, supply chain disruptions, and unavailability of materials and goods used in the Products.
8. **Installation.** The provisions in the Additional Terms and Conditions may also apply.

Seller installation does not include Davis-Bacon and related Acts (DBRA) wage rates, union fees, licenses, and any city or special use taxes, which are the responsibility of Customer. Seller may, in its sole discretion, hire independent contractors to perform installation. Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to the Job Site not being ready as scheduled, if installation is interrupted for reasons other than weather or general public emergencies, or if Customer failed to obtain any required permits.

Third parties may charge Seller certain fees, which are not included in the Quote because the actual fees are not known at the time of the Order. Examples of third-party fees include, but are not limited to, Textura and other third-party billing apps, and city or county building department permitting, planning, and inspection fees. Customer agrees that Seller may separately invoice such third-party fees at cost, and Customer will pay the invoice within 30 days from the date on Seller's invoice.

Under no circumstances is Seller responsible for any damage to existing concrete, curbing, or flatwork in the work area or in the nearest path to the work area. Sod repairs are at the owner's expense.

Prior to drilling footings, Seller will arrange for utility locates to be performed to identify all public utilities. Seller may coordinate private utility locates at the direction of the Customer, but all costs of this service are to be paid by the Customer. Seller is not responsible for the repair of unmarked private utility lines or irrigation lines.

Installation personnel will need access to a water supply in the immediate vicinity of the work area. If there is no active water supply, Customer must notify Seller immediately so that Seller can arrange to have water brought on-site. There will be additional charges to have water trucked on-site and will vary depending on location and access to Job Site. Customer agrees that Seller may separately invoice such additional charges at cost, and Customer will pay the invoice within 30 days from the date on Seller's invoice.

The price for excavation in the Quote reflects favorable working conditions. If conditions such as rock formations, high water table, or any unforeseen problems require additional equipment, materials, time, and labor, then Seller will notify Customer and either Seller or the independent contractor will provide a quote for the additional costs that will be invoiced to Customer. When Customer approves a quote, Customer agrees to pay the future invoice within 30 days from the date of the invoice.

9. **Warranty for Damaged or Defective Product.** CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND SELLER'S SOLE OBLIGATION, SHALL BE SELLER'S USE OF ITS DISCRETION TO CORRECT OR REPLACE THE PRODUCT OR THE PORTIONS THEREOF IN ACCORDANCE WITH THE MANUFACTURER'S WARRANTY. SELLER WARRANTS TO CUSTOMER THAT, FOR A PERIOD OF ONE YEAR FROM THE DATE OF DELIVERY OF THE PRODUCT TO THE JOB SITE, THE PRODUCT WILL CONFORM WITH THE PRODUCT'S PUBLISHED SPECIFICATIONS FURNISHED WITH THE PRODUCT. AT SELLER'S SOLE COST, SELLER WILL REPAIR OR REPLACE A PRODUCT OR PORTIONS THEREOF WHICH DO NOT MEET THIS WARRANTY. SELLER SHALL MAKE SUCH REPAIR OR REPLACEMENT AS NECESSARY TO BRING THE PRODUCT IN CONFORMANCE WITH PUBLISHED SPECIFICATIONS FURNISHED WITH THE PRODUCT, PROVIDED (I) THE WARRANTY IS NOT VOID, AND (II) CUSTOMER PROMPTLY NOTIFIES SELLER OF A WARRANTY ISSUE IN WRITING WITHIN THE WARRANTY PERIOD. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY SHALL BE VOID IF THE PRODUCT HAS BEEN TAMPERED WITH, MODIFIED, ABUSED, NEGLECTED, IMPROPERLY USED, OR DAMAGED FOR OTHER REASONS BEYOND SELLER'S CONTROL, SUCH AS VANDALISM, A SEVERE WEATHER EVENT, OR NATURAL DISASTERS. SELLER IS NOT RESPONSIBLE FOR USE OF THE PRODUCT IN COMBINATION WITH OTHER GOODS NOT PROVIDED OR AUTHORIZED BY SELLER.

10. **Warranty for Labor.** If Seller installs the Product, then Seller provides a one-year warranty on labor from the date of substantial completion of installation of the Product.
11. **Disclaimers.** EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, SELLER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE WHATSOEVER, EXPRESSED OR IMPLIED, ORAL OR IN WRITING, WITH RESPECT TO THE PRODUCT. ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S OR ITS AGENT'S INSPECTION, OFF-LOADING, OR INSTALLATION SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER.
12. **Limitation of Liability.** IN NO EVENT WILL SELLER BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF THIS AGREEMENT, INCLUDING LOSS OF USE, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST REVENUE AND/OR PROFITS, SUSTAINED OR INCURRED, WHETHER THE BASIS OF A CLAIM BE IN CONTRACT, TORT, OR OTHERWISE, EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, AND WHETHER SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND WHETHER A PARTY HAD RECEIVED NOTICE OR HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. ; OR (b) DIRECT DAMAGES IN EXCESS OF THE AMOUNTS PAYABLE UNDER THE SCHEDULE, PURCHASE ORDER, OR STATEMENT OF WORK UNDER WHICH SUCH LIABILITY AROSE. Without limiting the foregoing, Seller shall not be liable for any damages caused by delay in delivery or installation of the Product.
13. **Customer Breach.** Customer shall be in breach of this Agreement upon the failure of Customer to observe or perform Customer's obligations, including any payment when due. Pre-judgment interest on any amount past due shall accrue at the Colorado statutory rate, or 8%, from the date of Customer's breach or default.
14. **Payment terms.** All payments are due within 30 days from the date of Seller's invoice. All credit card payments are subject to a 3.5% processing fee.
15. **Attorneys' Fees and Costs.** In the event of a dispute over breach of this Agreement, Seller is entitled to recover its attorneys' fees and other costs reasonably incurred, including of the costs of collection.
16. **Choice of Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, excepting its conflicts of law provisions to the extent such provisions would apply the laws of any jurisdiction other than Colorado.
17. **Choice of Forum.** The state courts of Colorado located in Larimer County and the federal courts in Colorado shall be the exclusive forum for litigation concerning this Agreement. When placing the Order, Customer consents and agrees to personal jurisdiction in such courts.

## **Additional Terms and Conditions**

### **Playgrounds, Dog Parks, and Site Amenities (if applicable)**

A deposit of 50% of the purchase price of the Product is due at the time Customer places an Order.

If Seller is to install, then Customer will provide a flat, clean compacted sub-grade to proper elevation (depending on fall surface material) with drainage out of the playground pit and machinery access to the playground pit/ area, unless Seller is performing specific site work. Fall surfacing cannot be installed until the installation of all the playground equipment.

### **Shade and Shelters (if applicable)**

A Quote is based upon one of Seller's standard colors. If a custom color is designated, then there will be a revised Quote to reflect the additional cost.

A Quote does not include any building permits and fees, concrete slabs, off-loading or installation, unless otherwise quoted. Customer agrees that Seller may separately invoice such additional costs, and Customer will pay the invoice within 30 days from the date on Seller's invoice.

Installation charge is based on a standard footer size provided by preliminary drawings. The installation charge could change after an Order based upon the sealed engineering drawings and local building codes. Customer agrees Seller may separately invoice any such increase, and Customer will pay the invoice within 30 days from the date on Seller's invoice.

The shade/shelter price is based on the preliminary drawings. The shade/shelter price could change based upon the sealed engineering drawings and local building codes. Customer agrees Seller may separately invoice any such increase, and Customer will pay the invoice within 30 days from the date on Seller's invoice.

Charges for Sealed Engineering Drawings, if needed, are reflected in the Quote.

Engineer sealed drawings, for the material Seller is quoting only, are available for a fee. A typical footing configuration without an engineer's seal will be shown as a recommendation only, will not be revised, and are available for \$250.00. Footing reactions will be stated on drawing. A site-specific footing configuration and geotechnical evaluation will not be included. If required, a site-specific footing configuration and geotechnical evaluation can be included for an additional fee, soils report to be provided by owner, or owner's agent.

### **Pour-in-Place Rubber and Artificial Turf (if applicable)**

1. See product specifications for specific detailed product information, installation information, compliance documentation, and appropriate certifications. The warranty in the General provisions of the Terms and Conditions of Sale apply unless otherwise noted.
2. Quote is based on the information provided and is subject to change based on final installation unless indicated otherwise in writing. Any changes or additions to this proposal, to include materials, will affect pricing.
3. Sub-base provided by others is the responsibility of the owner and/or others, unless otherwise indicated. The substrate must meet specifications including drainage and grade requirements. There is no demolition or site-work included in the Quote unless it is noted.
4. Site access must be a minimum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after the installation is complete.
5. Security and waste removal during install and completion is the responsibility of the owner, unless specified otherwise in Project Scope.
6. Installations scheduled after 6 months of proposal acceptance may be subject to price adjustments.
7. Normal lead time is 4 weeks from order date. However, scheduling and crew deployment is subject to local weather conditions including temperature and precipitation constraints. See appropriate specification for temperature and precipitation constraints.
8. The scope of this Quote does not include on-site fall attenuation testing. Seller do have an independent laboratory available upon request.
9. Seller is not responsible for the reviewing and interpreting of contracts unless approved by the Director of Surfacing or otherwise noted in the Project Scope.

### **Installation Exclusions, unless otherwise noted in Quote.**

Rooftop Installations	Excavation and Site	Extended Warranty
Engineering	Work/Preparation	Builders Risk Insurance
Permits/ Licensing	Drainage	Additionally Insured
Demolition	Fall Height/ Attenuation	Owner Controlled Insurance Program
Waste/Dumpsters	Testing	Waiver of Subrogation
	Fencing/ Security	Bonding

### **The following non-inclusive list of items may result in additional charges. Work cannot commence until a Change Order is fully executed.**

- Subbase not to installation standards.
- Installation of play equipment not complete or Job Site not being ready as scheduled, resulting in return trip.
- Poor site access not identified in Proposal or Project Scope.
- Customer requirement/ request for work on weekends, holidays, or overtime.
- Security that was not included in the base Quote.

## **Sport Court Construction and Court Resurfacing**

All new court construction is built to American Sports Builders Association Standards.

Swirls and squeegee marks are typical of court coating applications.

The quote excludes concrete repair and leveling, unless agreed upon by seller and customer and specifically stated in the quote.

**By placing your signature below, you warrant and represent that you are an authorized representative of and able to bind the Customer for which the signing, that Customer agrees to be bound by the Agreement, and Customer has made the requisite deposit.**

Customer Name: \_\_\_\_\_  
Authorized Agent's Printed Name: \_\_\_\_\_  
Authorized Agent's Title: \_\_\_\_\_  
Authorized Agent's Signature: \_\_\_\_\_  
Customer is (check one):  
 Owner  
 General Contractor  
 Property Management Company

Customer Name: \_\_\_\_\_  
Authorized Agent's Printed Name: \_\_\_\_\_  
Authorized Agent's Title: \_\_\_\_\_  
Authorized Agent's Signature: \_\_\_\_\_  
Customer is (check one):  
 Owner  
 General Contractor  
 Property Management Company



TO:

FROM:

RE: Texas Government Code Section §551.087 - Economic Development

- Discussion regarding PXA
- Discussion regarding TSP
- Discussion regarding CV

DATE: April 13, 2026



TO:

FROM: Chris Jarmon

RE: Texas Government Code §551.072 - Deliberation Regarding Real Property

- Discussion regarding real property located at Lowe Street

DATE: April 13, 2026