



Agenda
Dayton Economic Development Corporation -
Regular Board Meeting
Dayton Community Center - 801 S. Cleveland
Monday, November 10, 2025 at 6:00 PM

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge of Allegiance**
- 4. Citizen's Forum**
- 5. Executive Session**
 - 5.a Texas Government Code Section 551.087 - Economic Development
 - Discussion regarding possible economic development opportunities.
 - 5.b Texas Government Code §551.072 - Deliberation Regarding Real Property
 - Discussion regarding real property located at 302 Cook.
- 6. Close Executive Session**
- 7. Report from DEDC Executive Director**

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

 - 7.a DEDC Monthly Report
- 8. Report from Dayton ISD**
- 9. Report from City Officials**

Update on City Activities including: Planning and Development Projects, Legislative, Capital Projects, Finance, Grants, Events, Library, Community Center, Road Projects, Marketing and Communications
- 10. Report from DEDC Board President**

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

11. Consent Agenda

- 11.a Consider with possible action approval of the minutes from the October 13, 2025 DEDC Board Meeting
- 11.b Consider with possible action approval of the September 2025 financial report

12. Action Items

- 12.a Consider authorizing the Economic Development Corporation Board President to execute a license agreement with the City of Dayton for access to the Lowe Street property.
- 12.b Consider authorizing the Director of Economic Development to execute a 6-month contract extension with The Retail Coach.

13. Workshops

- 13.a Review and discuss potential improvements at Parker Park
- 13.b Review and discuss the interlocal agreement (ILA) with the City of Dayton

14. Requests for Future Agenda Items

15. Adjourn

Notice of Posting

The Dayton Economic Development Corporation reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development). If any accommodations for a disability are required, please notify the Administrative Specialist at 936.257.0055 at least two (2) working days prior to the date of the meeting. The building has handicap parking areas and is wheelchair accessible. I hereby certify that the above shown notice of Meeting of Governing Body of the Dayton Economic Development Corporation was posted at Dayton Community Center, which is readily accessible to the public at all times by Tuesday, November 4, 2025.

Chris Jarmon, Director of Economic Development



TO:

FROM:

RE: Texas Government Code Section 551.087 - Economic Development

- Discussion regarding possible economic development opportunities.

DATE: November 10, 2025



TO:

FROM: Chris Jarmon

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

- Discussion regarding real property located at 302 Cook.

DATE: November 10, 2025



TO:

FROM: Chris Jarmon

RE: DEDC Monthly Report

DATE: November 10, 2025

ATTACHMENTS:

[11.10.2025 - Monthly Report.pdf](#)

DATE: November 11, 2025

TO: DEDC Board of Directors

FROM: Chris Jarmon, Director of Economic Development

SUBJECT: Director's Report

FY26 BUSINESS ASSISTANCE GRANTS		
Facility & Façade Grant Program Budget (\$30,000)		
Applicant	Date Approved	Amount Approved
Total Approved		\$ -
Amount Remaining		\$ <u>30,000.00</u>
Signage & Landscaping Program Budget (\$16,000)		
Applicant	Date Approved	Amount Approved
Total Approved		\$ -
Amount Remaining		\$ <u>16,000.00</u>
Utility/Infrastructure Program Budget (\$40,000)		
Applicant	Date Approved	Amount Approved
Total Approved		\$ -
Amount Remaining		\$ <u>40,000.00</u>
Community Development Program Budget (\$25,000)		
Applicant	Date Approved	Amount Approved
Total Approved		\$ -
Amount Remaining		\$ <u>25,000.00</u>
Dayton Enhancement Committee (\$10,000)		
Applicant	Date Approved	Amount Approved
Total Approved		\$ -
Remaining		\$ <u>10,000.00</u>
Total Budgeted		\$ 121,000.00
Total Approved		\$ -
Total Remaining		\$ 121,000.00

1. Grants
 - a. The reimbursement check for Adela's Multi Service has been processed and paid out.
 - b. The reimbursement check for Giggle & Grow Daycare (902 Waco) has been processed. They received their Certificate of Occupancy on 10-24-25. You can find their Facebook page here: <https://www.facebook.com/p/Giggle-and-Grow-Daycare-61578712256701/>
2. On Monday, October 27, Staff and President Cooper-Bell met with the editor of Business View Magazine for an editorial on the City of Dayton. The editorial is expected to be published in their December issue.
3. Staff, the City Manager and The Retail Coach met with a developer on Tuesday October 28.
4. The contract with Resimplifi (property database) has been signed and a project review meeting is scheduled for November 17.
5. The new signs for the Community Center are expected to be installed the week of November 24.
6. Staff has referred two customers to the Small Business Development Center (SBDC). The SBDC provides free confidential one-on-one business advising. You can find information about the SBDC here: <https://www.lee.edu/workforce/sbdc/index.php>
7. Staff is working with the SBDC to schedule small business training in the first quarter of 2026.
8. Staff is working to put together a list of local leads and prospects. There are currently 19 leads on the list.
9. A list of "target industries" has been added to the DEDC website.
10. DEDC's current strategic plan has been added to the website.
11. DEDC Grant flyers were placed at the Community Center, City Hall, Library and in the Chamber's Sunday newsletter.
12. Board Member Cooper-Bell introduced staff to the team at Weavers BBQ during the Gulf Inland Grand Opening.
13. The EDC's economic development marketing video was produced by Neon Cloud Productions (based in Dallas) in 2017. EDC paid \$10,260 for the video. Examples of their work can be found here: <https://www.neoncloudproductions.com/>
 - a. After further discussion, the company has submitted a revised proposal of **\$14,755** for a new EDC marketing video

14. Staff has received a quote from McCaslin Hotel Consulting in an amount not to exceed \$20,000 to perform a hotel market study to identify a brand and the feasibility of a third hotel in Dayton.
15. City Parks
 - a. City Hall Pocket Park
 - b. Henderson Day Park
 - c. Daniel Park
 - i. Recommendation: Pool replacement / large splash pad
 - d. Parker Park
 - i. Recommendation: Expand the splash pad
 - e. Sawmill Park (Soccer Fields)
 - i. Recommendation: lights, signage and striping
 - f. Dayton Community Center
 - i. Recommendation: Add playground equipment??
16. The Trinity Valley Chamber of Commerce is accepting nominations for their Board of Directors. You can submit names here:
<https://business.trinityvalleycc.com/events/details/2026-board-of-director-nominations-now-open-8158>
17. DEDC's membership in the Chamber renews in January 2026. The Trinity Valley Chamber of Commerce currently offers five (5) membership levels:
 - a. Basic 1 - \$250
 - b. Basic 2 - \$500
 - c. Chairman - \$1,000
 - d. Executive - \$2,000
 - e. VIP - \$3,000
18. Reminders
 - a. The terms of office of five (5) board members expire in January 2026. So far staff has received an application from four (4) existing board members.
 - b. As a reminder, the second **OmniSource, LLC** payment is due once they receive their certificate of occupancy (CO).
19. Events
 - a. TEDC held their **annual conference** in San Antonio from October 29-31.
 - b. On Thursday, October 30, the **Trinity Valley Chamber of Commerce** held a LeadHERship Summit.
 - c. The **Dayton Plumbing Company** held a ribbon cutting on Friday, October 31 at 11am.
 - d. TEDC is hosting an **Economic Development Sales Tax Workshop** on November 14 in Houston. This workshop can also be taken virtually. You will receive open records and public information training at this event.

- e. The **Economic Development Conference & Business Expo** will take place on Tuesday, November 18 from 9am to 3pm. I have one ticket available.
- f. DEDC will have a booth at **Market 535** on Saturday, November 29.
- g. **Boots and Bullets** will take place on January 17, 2026 in the Community Center. DEDC bought a table. 10 tickets are available.
- h. **ICSC Red River** will take place on February 17-18, 2026 in San Antonio, Texas.

20. Business Outreach Efforts

- a. Staff has sent letters to the owners of the following properties informing them of the DEDC Business Assistance Grant Program and encouraging them to apply: **(1)** 103 S Winfree, **(2)** 403 S Winfree, **(3)** 308 N Winfree, **(4)** 2001 N Winfree, **(5)** 305 US 90, **(6)** 401 US 90, **(7)** 405 US 90, **(8)** 109 Hwy 146, **(9)** 501 N Main and **(10)** 107 W Clayton.

21. Certificates of Occupancy (CO)

- a.

FY25/FY26 new housing permit comparison:

City of Dayton, Texas			
Permits - New Single Family Dwelling(s)			
October 2024	12	October 2025	5
November 2024	34	November 2025	
December 2024	16	December 2025	
January 2025	3	January 2026	
February 2025	10	February 2026	
March 2025	3	March 2026	
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	5

FY25/FY26 sales tax revenue comparison:

City of Dayton, Texas			
Sales Tax Revenue			
October 2024			October 2025
November 2024			November 2025
December 2024			December 2025
January 2025	\$	96,466.29	January 2026
February 2025	\$	145,968.34	February 2026
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

BUSINESS ASSISTANCE GRANTS

The Dayton Economic Development Corporation (DEDC) has established a business assistance grant program to support small businesses in the City of Dayton. This program provides matching grant funds to qualifying businesses to help improve their facilities. Apply today at daytontx.com.



- 1** INFRASTRUCTURE
- 2** BEAUTIFICATION
- 3** BUSINESS IMPROVEMENT



INFRASTRUCTURE

This grant provides for a 50% reimbursement up to **\$25,000** to assist businesses with utility, infrastructure, driveway and parking lot improvements.



BEAUTIFICATION

This grant provides for a 50% reimbursement up to **\$6,000** to assist businesses with the installation of new landscaping or Stars from the Dayton Historical Society.



BUSINESS IMPROVEMENT

This grant provides for a 50% reimbursement up to **\$25,000** to assist businesses with interior remodels or exterior upgrades such as painting, awnings, lighting, doors, windows, etc.

Clearing at Sterling Traditions (Highway 146)



Feed Store Closing (Highway 90)

EVERMARK

COMMERCIAL GROUP
POWERED BY JLA REALTY



Heather Kelly

713-557-7834

hkelly@evermarkcommercial.com



TO:

FROM:

RE: Consider with possible action approval of the minutes from the October 13, 2025 DEDC Board Meeting

DATE: November 10, 2025

ATTACHMENTS:

[10-13-25 Minutes.pdf](#)



Minutes

**Dayton Economic Development Corporation - Regular Board Meeting
Dayton Community Center - 801 S. Cleveland
Monday, October 13, 2025 at 6:00 PM**

1. Call To Order

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

Present	Absent
Board Member Cooper-Bell Board Member Whitehead Board Member Wentworth Board Member Ceaser Board Member Noyer Board Member Pratka Board Member Gable (advisory) Director Jarmon Attorney Sylvia	Board Member Conner Board Member Hoy (advisory) Board Member Cox (advisory)

2. Invocation

Board attorney Daniel Sylvia gave the invocation.

3. Pledge of Allegiance

Board Member Tammy Pratka led the Board in the Pledge of Allegiance.

4. Citizen's Forum

No citizens were in attendance.

5. Report from DEDC Executive Director

5.a DEDC Monthly Report

Director of Economic Development Chris Jarmon provided the board with a monthly update on many items along with notifying the board that the City Council approved the board's FY25-26 Annual Budget.

6. **Report from Dayton ISD**

An update from Dayton ISD Superintendent Dr. Young was provided to the board on school district activities and enrollment numbers.

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

No City Representatives were present.

8. **Report from DEDC Board President**

Board President Lacy Cooper-Bell provided the board with information on the Economic Development Conference & Business Expo to be held in November.

9. **Consent Agenda**

9.a Consider with possible action approval of the minutes from the September 10, 2025 DEDC Board Meeting

9.b Consider with possible active approval of the August 2025 financial report

Board Member Pratka made a motion to approve the consent agenda. Board Member Noyer seconded the motion. Motion passed 6-0.

10. **Action Items**

10.a Consider authorizing the Director of Economic Development to execute a contract with Resimplifi

Board Member Pratka made the motion execute the contract with Resimplifi. Board Member Ceaser seconded the motion. Motion passed 6-0.

10.b Consider authorizing the Director of Economic Development to execute a contract with Golden Shovel for the website upgrade project

Board Member Pratka made the motion to negotiate and execute a contract with Golden Shovel. Board Member Whitehead seconded the motion. Motion passed 6-0. Director of Economic Development Chris Jarmon will have Board Member Gable review the contract before execution.

10.c Consider approving changes to the Business Assistance Grant Programs

Director of Economic Development Chris Jarmon provided an overview of the recommended changes. These changes had previously been discussed with the grant review sub-committee. Board Member Noyer made the motion to approve the changes as presented. Board Member Ceaser seconded the motion. Motion passed 6-0.

11. Workshops

11.a Review and discuss updating Dayton’s economic development marketing video

Director of Economic Development Chris Jarmon showed the board members DEDC’s current economic development video and discussed pricing to update the video. The video is currently on the DEDC website. The board directed staff to research additional vendors who can make similar videos.

11.b Review and discuss the DEDC owned property located at 802 Highway 90

Director of Economic Development Chris Jarmon discuss the 18.5 acre property owned by DEDC located at 802 Highway 90. The board reiterated that the property is for sale and directed staff to place the property on the Resimplifi website.

11.c Review and discuss a request from the City of Dayton regarding the Lowe Street property

The board discussed the City of Dayton’s request for access to the Lowe Street property due to the Public Works Department relocating to the Adams Trucking facility. The board directed the Director of Economic Development and Board Attorney to work together to draft a use agreement for the City to utilize the property.

12. Requests for Future Agenda Items

None

13. Adjourn

Meeting was adjourned at 7:36pm.

Notice of Posting

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I hereby certify that the above shown notice of Meeting of Governing Body of the Dayton Economic Development Corporation was posted at Dayton Community Center, which is readily accessible to the public at all times by Thursday, October 7, 2025.

Chris Jarmon, Director of Economic Development



TO:

FROM: Chris Jarmon

RE: Consider with possible action approval of the September 2025 financial report

DATE: November 10, 2025

ATTACHMENTS:

[SEPTEMBER 2025 FINANCIAL STATEMENTS.pdf](#)

City of Dayton Texas
DEDC
Bank Reconciliation Statement
Month Ended SEPTEMBER 30, 2025

Bank Balance, SEPTEMBER 30, 2025	\$ 596,732.60
Add: Outstanding credits:	<u>\$ -</u>
Deduct: Outstanding debits:	<u>\$ -</u>
Adjusted cash balance	<u><u>\$ 596,732.60</u></u>
Book Balance, SEPTEMBER 30, 2025	\$ 596,732.60
Add:	<u>\$ -</u>
Deduct:	<u>\$ -</u>
Adjusted cash balance	<u><u>\$ 596,732.60</u></u>

RECONCILED BY: BMartinez DATE: 10/1/25
REVIEWED BY: JAmers DATE: 10/1/25
APPROVED BY: CStrong DATE: 10/2/25

Notes:



Dayton, TX

Balance Sheet

Account Summary

As Of 09/30/2025

Account	Name	Balance
Fund: 600 - Dayton Economic Development Corp		
Assets		
600-00-1099	Claim On Cash	0.00
600-82-1110	Cash In Bank	596,732.60
600-82-1111	Cash on Hand	0.00
600-82-1113	CD's < 90 Days	0.00
600-82-1114	Cash Over/Short	0.00
600-82-1115	TexPool	2,619,719.95
600-82-1129	Money Market Savings	0.00
600-82-1216	Accounts Receivable	0.00
600-82-1219	Accrued Revenue	0.00
600-82-1290	Due From Other Funds	114,010.88
600-82-1291	Due From Employees	0.00
600-82-1300	Due from State	0.00
600-82-1460	Deferred Outflows - Pension	6,677.69
600-82-1500	Land	1,730,746.08
600-82-1520	Equipment-Furn-Vehicles	0.00
600-82-1613	Employee Travel Advance	0.00
	Total Assets:	5,067,887.20
		<u>5,067,887.20</u>
Liability		
600-00-2099	Accounts Payable Pending	0.00
600-00-2404	Health Insurance Payable	0.00
600-82-2100	Payroll Liabilities - Other	0.00
600-82-2110	Accounts Payable	102.88
600-82-2121	Accrued Payroll	0.00
600-82-2126	Note Payable	0.00
600-82-2159	Credit Union Deduction	0.00
600-82-2167	Section 125 Deductions	0.00
600-82-2168	FUTA	0.00
600-82-2170	Post-Tax Deductions	0.00
600-82-2176	Due To Other Fund	0.00
600-82-2400	Federal Income Tax Payable	0.00
600-82-2401	FICA Tax Payable	0.00
600-82-2402	SUTA Payable	0.00
600-82-2403	TMRS Payable	0.00
600-82-2404	Health Insurance Payable	0.00
600-82-2405	Dental Insurance Payable	0.00
600-82-2409	HSA Payable	0.00
600-82-2453	Levy Payable	0.00
600-82-2455	Child Support TX Payable	0.00
600-82-2500	Deferred Inflows - Pension	322.25
600-82-2701	Compensated Absences Payable	0.00
600-82-2800	Net Pension Liability	30,470.73
	Total Liability:	30,895.86
Equity		
600-82-3000	Opening Bal Equity	0.00
600-82-3109	Fund Balance	2,756,749.19
600-82-3700	Net Income - For Audit Entry Adjustment	0.00
600-82-3900	Retained Earnings	1,309,607.68
600-82-3950	Reserve for General Fixed Assets	42,638.42
	Total Beginning Equity:	4,108,995.29

Balance Sheet

As Of 09/30/2025

Account	Name	Balance
Total Revenue		1,202,442.76
Total Expense		<u>274,446.71</u>
Revenues Over/Under Expenses		927,996.05
	Total Equity and Current Surplus (Deficit):	5,036,991.34
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>5,067,887.20</u>



Dayton, TX

Bank Statement Register

Dayton Economic Development Corporation

Period 9/1/2025 - 9/30/2025

Packet: BRPKT01253

Bank Statement		General Ledger	
Beginning Balance	596,506.75	Account Balance	596,732.60
Plus Debits	1,525.85	Less Outstanding Debits	0.00
Less Credits	1,300.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	596,732.60	Adjusted Account Balance	596,732.60

Statement Ending Balance	596,732.60
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 Checks

Item Date	Reference	Item Type	Description	Amount
08/28/2025	<u>61457</u>	Check	MIKE FIELDER, ATTORNEY AT LAW	-1,300.00
Total Cleared Checks (1)				-1,300.00

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/30/2025	<u>INT0001196</u>	Interest	SMALL ACCT BANK INTEREST SEPTEMBER	1,525.85
Total Cleared Other (1)				1,525.85



Dayton, TX

Bank Statement Register

Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Check	1	0.00	-1,300.00	-1,300.00
Interest	1	0.00	1,525.85	1,525.85
		0.00	225.85	225.85



**FIRST
LIBERTY
BANK**

PO Box 10109
Liberty, TX 77575

Managing Your Accounts

- Contact Us At First Liberty Bank
- Call Center (936) 336-6471
- Tele-Banking (888) 336-5290
- Online Banking 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	Balance
Public Fund Now	[REDACTED]	596,732.60

Public Fund Now

DAYTON ECONOMIC DEVELOPMENT [REDACTED]

Beginning Balance	9/01/25	596,506.75
Deposits / Misc Credits	1	1,525.85
Withdrawals / Misc Debits	1	1,300.00
** Ending Balance	9/30/25	596,732.60 **
Service Charge		.00
Interest Paid Thru 9/30/25		1,525.85
Interest Paid Year To Date		18,905.20
Annual Percentage Yield Earned		3.16%
Number of Days for A.P.Y.E.		30
Average Balance for A.P.Y.E.		595,510.08
Enclosures		1

Deposits and Other Credits

Date	Deposits	Activity Description
9/30	1,525.85	INTEREST EARNED

Checks

Date	Check No	Amount	Date	Check No	Amount
9/08	61457	1,300.00			

(* indicates a break in check number sequence)

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
9/08	595,206.75	9/30	596,732.60		

ELECTRONIC TRANSFERS: THIS NOTICE APPLIES ONLY TO CONSUMER ACCOUNTS. IN CASE OF ERRORS OR QUESTIONS, WRITE US AT THE ADDRESS ON THE FRONT OF THIS STATEMENTS OR CALL US AT (936) 336-6471 AS SOON AS YOU CAN.

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, please contact us.

We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the error or problem appeared.

- 1) Tell us your name and account number.
- 2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there's an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

OVERDRAFT PRIVILEGE

We will calculate your finance charge on your outstanding Overdraft Privilege balance by applying the daily periodic rate and number of days in the billing cycle to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new advances or debits, and subtract any payments or credits and unpaid interest charges. This gives us the daily balance. Then, we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." Payments received for your Overdraft Privilege account prior to our daily cutoff time will be posted to your account on the business day they are accepted. Payments received after the daily cutoff time, or on Saturdays, Sundays, or Holidays, will be posted on the next business day. Direct inquiries concerning your Overdraft Privilege account need to be forwarded to: First Liberty Bank, Loan Administration Department, PO Box 10109, Liberty, TX 77575. Telephone inquiries may be made by calling (936) 336-6471.

BILLING RIGHTS SUMMARY

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT (BILL) – If you think your bill is wrong, or if you need more information about a transaction your bill, write us (on a separate sheet) at First Liberty Bank, Loan Administration Department, PO Box 10109, Liberty, TX 77575 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us but doing so will not preserve your rights. In your letter please give us the following information:

- 1) Your name and account number.
- 2) The dollar amount of the suspected error.
- 3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

**THIS IS PROVIDED TO HELP YOU
BALANCE YOUR STATEMENT**

		Payee or Check No.	Amount	
YOUR BALANCE SHOWN ON THIS STATEMENT	\$ _____		\$ _____	CHECKBOOK BALANCE AT STATEMENT DATE
			\$ _____	
ADD + (IF ANY) DEPOSIT NOT SHOWN ON THIS STATEMENT	\$ _____		\$ _____	ADD + (IF ANY) BANK CREDITS NOT ENTERED
			\$ _____	\$ _____
SUBTOTAL	\$ _____		\$ _____	SUBTOTAL
			\$ _____	\$ _____
SUBTRACT – (IF ANY) CHECKS IF OUTSTANDING	\$ _____		\$ _____	SUBTRACT (IF ANY) BANK CHARGES NOT ENTERED
			\$ _____	\$ _____
BALANCE SHOULD AGREE WITH YOUR CHECKBOOK BALANCE	\$ _____		\$ _____	BALANCE SHOULD AGREE WITH YOUR STATEMENT BALANCE
			\$ _____	
			\$ _____	
			\$ _____	
			\$ _____	
			\$ _____	



Dayton, TX

Balance Sheet Account Summary

As Of 09/30/2025

Account	Name	Balance	
Fund: 600 - Dayton Economic Development Corp			
Assets			
<u>600-00-1099</u>	Claim On Cash	0.00	
<u>600-82-1110</u>	Cash In Bank	596,732.60	
<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	2,619,719.95	
<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	114,010.88	
<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	
	Total Assets:	5,067,887.20	<u>5,067,887.20</u>
Liability			
<u>600-00-2099</u>	Accounts Payable Pending	0.00	
<u>600-00-2404</u>	Health Insurance Payable	0.00	
<u>600-82-2100</u>	Payroll Liabilities - Other	0.00	
<u>600-82-2110</u>	Accounts Payable	102.88	
<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>600-82-2167</u>	Section 125 Deductions	0.00	
<u>600-82-2168</u>	FUTA	0.00	
<u>600-82-2170</u>	Post-Tax Deductions	0.00	
<u>600-82-2176</u>	Due To Other Fund	0.00	
<u>600-82-2400</u>	Federal Income Tax Payable	0.00	
<u>600-82-2401</u>	FICA Tax Payable	0.00	
<u>600-82-2402</u>	SUTA Payable	0.00	
<u>600-82-2403</u>	TMRS Payable	0.00	
<u>600-82-2404</u>	Health Insurance Payable	0.00	
<u>600-82-2405</u>	Dental Insurance Payable	0.00	
<u>600-82-2409</u>	HSA Payable	0.00	
<u>600-82-2453</u>	Levy Payable	0.00	
<u>600-82-2455</u>	Child Support TX Payable	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	
	Total Liability:	30,895.86	
Equity			
<u>600-82-3000</u>	Opening Bal Equity	0.00	
<u>600-82-3109</u>	Fund Balance	2,756,749.19	
<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	
	Total Beginning Equity:	4,108,995.29	

Balance Sheet

As Of 09/30/2025

Account	Name	Balance
Total Revenue		1,202,442.76
Total Expense		274,446.71
Revenues Over/Under Expenses		<u>927,996.05</u>
	Total Equity and Current Surplus (Deficit):	5,036,991.34
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>5,067,887.20</u>



Dayton, TX

Income Statement Account Summary

For Fiscal: 2024-2025 Period Ending: 09/30/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 600 - Dayton Economic Development Corp						
Revenue						
<u>600-82-5115</u>	Sales & Use Tax	1,196,485.00	1,196,485.00	114,010.88	1,099,642.79	96,842.21
<u>600-82-5412</u>	Interest	65,000.00	65,000.00	1,525.85	93,676.53	-28,676.53
	Revenue Total:	1,261,485.00	1,261,485.00	115,536.73	1,193,319.32	68,165.68
Expense						
<u>600-82-6320</u>	Office Supplies - General	1,110.00	1,110.00	0.00	106.43	1,003.57
<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	0.00	412.19	872.81
<u>600-82-6351</u>	Public Relations	10,690.00	10,690.00	0.00	1,859.59	8,830.41
<u>600-82-6357</u>	Grants & Incentives	461,000.00	461,000.00	0.00	37,139.25	423,860.75
<u>600-82-6400</u>	Travel & Meals	8,050.00	8,050.00	0.00	22.00	8,028.00
<u>600-82-6401</u>	Education & Training	5,975.00	5,975.00	0.00	400.00	5,575.00
<u>600-82-6407</u>	Dues/Fees/Subscriptions	3,675.00	3,675.00	0.00	2,057.58	1,617.42
<u>600-82-6409</u>	Software	19,050.00	19,050.00	0.00	3,781.05	15,268.95
<u>600-82-6411</u>	Contracted Services	182,500.00	182,500.00	0.00	175,000.00	7,500.00
<u>600-82-6413</u>	Contracted Services - Landscaping	9,000.00	9,000.00	0.00	9,000.00	0.00
<u>600-82-6421</u>	Other Legal	15,000.00	15,000.00	0.00	18,434.62	-3,434.62
<u>600-82-6423</u>	Advertising	1,050.00	1,050.00	0.00	549.00	501.00
<u>600-82-6424</u>	Publications	2,500.00	2,500.00	0.00	466.50	2,033.50
<u>600-82-6450</u>	Professional Services/Consultant	25,000.00	25,000.00	0.00	25,000.00	0.00
<u>600-82-6454</u>	Other Professional Services	3,500.00	3,500.00	0.00	0.00	3,500.00
<u>600-82-6512</u>	R & M - Other	1,000.00	1,000.00	0.00	0.00	1,000.00
	Expense Total:	750,485.00	750,485.00	0.00	274,228.21	476,256.79
Fund: 600 - Dayton Economic Development Corp Surplus (Deficit):		511,000.00	511,000.00	115,536.73	919,091.11	
Total Surplus (Deficit):		511,000.00	511,000.00	115,536.73	919,091.11	

Group Summary

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 600 - Dayton Economic Development Corp					
Revenue	1,261,485.00	1,261,485.00	115,536.73	1,193,319.32	68,165.68
Expense	750,485.00	750,485.00	0.00	274,228.21	476,256.79
Fund: 600 - Dayton Economic Development Corp Surplus (Deficit):	511,000.00	511,000.00	115,536.73	919,091.11	-408,091.11
Total Surplus (Deficit):	511,000.00	511,000.00	115,536.73	919,091.11	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
600 - Dayton Economic Deve	511,000.00	511,000.00	115,536.73	919,091.11	-408,091.11
Total Surplus (Deficit):	511,000.00	511,000.00	115,536.73	919,091.11	



Dayton, TX

Check Report

By Check Number

Date Range: 09/01/2025 - 09/30/2025



TO:

FROM: Chris Jarmon

RE: Consider authorizing the Economic Development Corporation Board President to execute a license agreement with the City of Dayton for access to the Lowe Street property.

DATE: November 10, 2025

AVAILABLE FUNDING:

On Monday, October 13, the DEDC Board of Directors held a work session to review and discuss granting the City of Dayton access to the Lowe Street property. There was consensus among the board members to allow the City of Dayton to have access to the property pursuant to a license agreement.

The license agreement would be granted free of charge.

The license agreement is attached for your review and approval.

ACTION REQUESTED:

Approve the license agreement

ATTACHMENTS:

[Lowe Street License Agreement 10.20.2025.pdf](#)

LICENSE AGREEMENT

WHEREAS, the Dayton Economic Development Corporation (“DEDC”) is the owner of that certain tract of land consisting of approximately 1.9661 acres located at the terminus of Lowe Street in Dayton, Liberty County, Texas, described as being situated in the Liberty Town Tract South League, Abstract 358, Liberty County, Texas, and being a part of Lot 4, Block 12, and Lot 3, Block 13, of the City of Dayton, Texas, and being more particularly described in Instrument No. 2019024662 in the Official Public Records of Liberty County, Texas (the “Licensed Property”); and

WHEREAS, the City of Dayton, Texas (the “City”) owns and operates property and facilities located at 700 U.S. Highway 90, Dayton, Liberty County, Texas, described as being approximately 6.4213 acres of land situated in Lot 3, Block 13, and Lot 4, Block 12, of the City of Dayton and the South Liberty Town League, Abstract 358, Liberty County, Texas, and being more particularly described in Instrument No. 2023009335 in the Official Public Records of Liberty County, Texas (the “City Property”), which require periodic access by City personnel, vehicles, and equipment for municipal purposes; and

WHEREAS, DEDC desires to support the City’s governmental and public service functions by granting limited permission for City personnel, vehicles, and equipment to cross the Licensed Property in order to enter and depart from the City Property via Lowe Street or Cook Street; and

WHEREAS, the City’s use of the Licensed Property for ingress, egress, and related purposes serves a legitimate public purpose and benefits both the City and the community of Dayton;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Grant of License

DEDC hereby grants to the City of Dayton, its officers, employees, contractors, and authorized representatives, a non-exclusive, limited, and revocable license to enter upon and use the Licensed Property for vehicular, equipment, and pedestrian access solely for municipal purposes to and from the City Property.

The license area shall follow the most direct practicable path between the terminus of Lowe Street and the City Property, generally along the existing roadway currently located on the Licensed Property as depicted in Exhibit “A,” attached hereto and incorporated herein. The precise location of the City’s route of travel may be reasonably adjusted by mutual agreement between the parties to accommodate site conditions and continued DEDC use of the property.

This Agreement grants only a license and does not create or convey any easement, leasehold, or ownership interest in the Licensed Property.

2. Term

This License shall remain in effect for so long as the City owns and uses the City Property for municipal purposes, unless earlier terminated as provided herein.

DEDC may terminate this License at any time upon thirty (30) days' written notice to the City in the event DEDC sells, conveys, or otherwise transfers ownership of the Licensed Property, or if the DEDC Board determines that termination is necessary for the sale, lease, or development of the property.

Upon termination, the City shall cease use of the Licensed Property and, at its sole cost, restore any disturbed portions of the Licensed Property to substantially the same condition that existed immediately prior to termination.

3. Use and Restrictions

The City shall:

- a) Limit use of the Licensed Property to access and municipal-related purposes only;
- b) Conduct all activities in a safe, workmanlike, and lawful manner;
- c) Avoid unnecessary interference with DEDC's use or operations on the property; and
- d) Not permit use of the Licensed Property by third parties or for non-municipal purposes.

4. Maintenance and Restoration

The City shall be responsible for maintaining the portion of the Licensed Property used for access in good and serviceable condition during its use. If the City's operations cause any damage to the Licensed Property, including the existing roadway, ditches, drainage, or adjacent grounds, the City shall promptly repair or restore the affected areas to substantially the same or better condition than before such use, at the City's sole cost and expense.

The City may make necessary improvements to facilitate safe and efficient access to the City Property, including grading, compacting, adding aggregate material, and installing minor drainage features, provided such work is coordinated in advance with DEDC staff.

5. No Assignment

This License is personal to the City and may not be assigned, transferred, or sublicensed to any other person or entity without the prior written consent of DEDC.

6. Indemnification

To the extent permitted by Texas law, the City agrees to indemnify and hold harmless DEDC, its officers, agents, and employees, from and against any and all claims, damages, or liabilities arising out of or related to the City's use of the Licensed Property, except to the extent caused by the negligence or willful misconduct of DEDC.

7. Insurance

The City represents that it maintains general liability insurance or self-insurance coverage consistent with Texas law sufficient to cover its obligations under this Agreement.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, whether oral or written. Any amendments must be in writing and signed by both parties.

EXECUTED this ___ day of _____, 2025, by the duly authorized representatives of the parties.

DAYTON ECONOMIC DEVELOPMENT CORPORATION

CITY OF DAYTON, TEXAS

By: _____
Name: Lacy Cooper-Bell
Title: Board President

By: _____
Name: Derek Woods
Title: City Manager, City of Dayton

Date: _____

Date: _____

EXHIBIT A

245348

License Area

245348

46457

46457

46454

46454

46454

LOWE



TO:

FROM: Chris Jarmon

RE: Consider authorizing the Director of Economic Development to execute a 6-month contract extension with The Retail Coach.

DATE: November 10, 2025

COMMENTS:

This item was discussed during the October 13, 2025 meeting. A 6-month contract extension will extend DEDC's contract with The Retail Coach until March 10, 2026.

ACTION REQUESTED:

Approval of the contract extension



TO:

FROM: Chris Jarmon

RE: Review and discuss potential improvements at Parker Park

DATE: November 10, 2025

ATTACHMENTS:

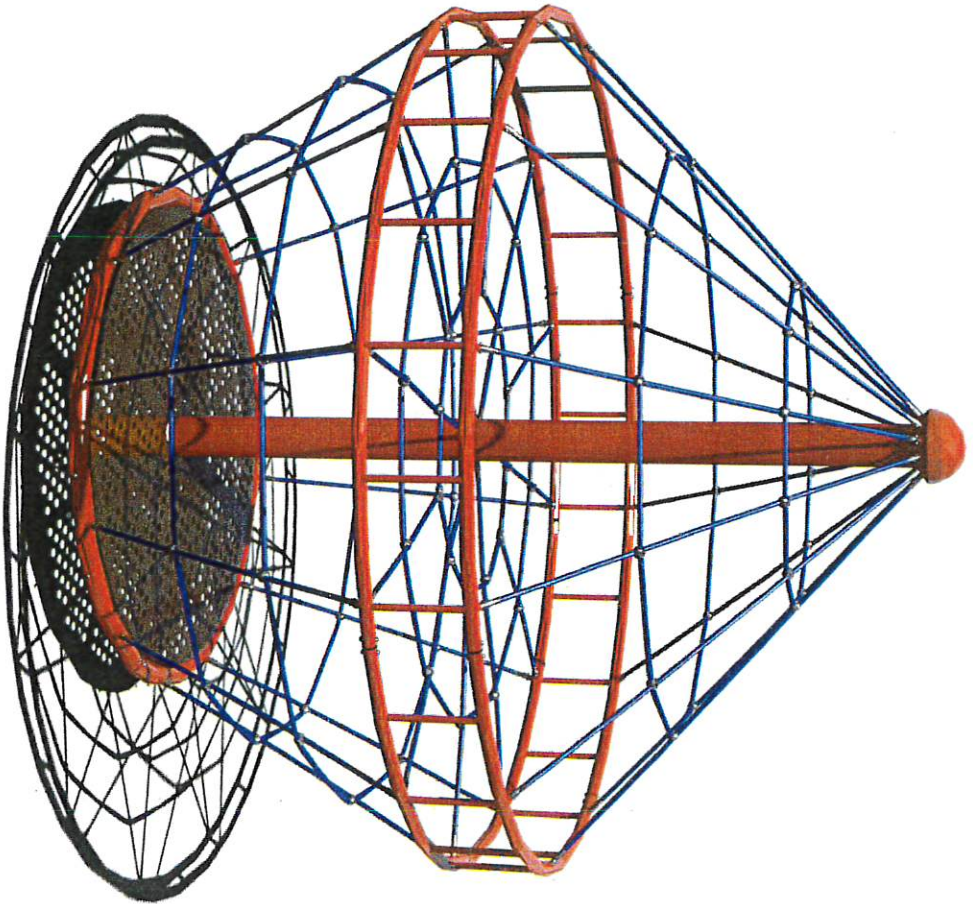
[Park equipment replacement options.pdf](#)







CONTACT FOR PRICING AND PRODUCT INFORMATION			
CONSULTANT	RYAN SLOTT	OFFICE: 800-451-4889	CELL: 214-282-9980
EMAIL	RYANS@KRAFTSMANPLAY.COM		



Sign here to accept as shown:
 Accepted by: _____
 Date: _____

NAME: ASCEND TOP SPINNER
 MODEL: RC-2300-F-SR
 AGE RANGE: 5-12
 FALL HEIGHT: 8'

- Color Scheme:
- Circus
 - Red
 - Blue rope
 - Brown deck

PRELIMINARY DESIGN – NOT FOR CONSTRUCTION

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



Parker Park
 Dayton, TX

Project 34191
 Option 1
 Drawing Name
 KPS-34191

Sheet K.2.4A
 Designer MZB
 View
 Playground Details

Date 10.3.2025
 Sales Rep.
 Ryan Slott

PLAYGROUND PLAN SCHEDULE		
QTY	DESCRIPTION	QTY
1	Ascend Top Spinner Model: RC-2300-F-SR Ages: 5-12 Fall Height: 6'	1
1	Existing Border	1
980	EMF Surfacing 6" Top-Off	980 SF



CONTACT FOR PRICING AND PRODUCT INFORMATION	
CONSULTANT	RYAN SLOTT
OFFICE	800-451-4889
CELL	214-923-5980
EMAIL	RYANS@KRAFTSMANPLAY.COM

PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

Parker Park
Dayton, TX

Project 34191
Option 1
Drawing Name
KPS-34191

Sheet KP 2.0
Designer HM
View
Playground layout

Date 10.3.2025
Sales Rep.
Ryan Slott



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Kraftsman

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

QUOTE #Q86213-1

Date: 10/13/2025

Project: 34191

Created By: Ryan Slott

Quote Name: Option 1 - Ascend Top Spinner

Page 1 of 5

BILL TO

City of Dayton ☎ 936-257-0055
Mr. Chris Jarmon, CPM
City of Dayton - Parker Park - Play
117 Cook Street
Dayton, TX 77535

SHIP TO

City of Dayton ☎ 936-257-0055
Mr. Chris Jarmon, CPM ☎ 936-402-3719
City of Dayton - Parker Park - Play
1228 North Winfree St
Dayton, TX 77535

Terms:
Net 30 days

QTY	Code	Description	Size	Color
-----	------	-------------	------	-------

**Option 1
(Ascend Top Spinner)**

Drawing:KPS-34191 Sheet:KP.2.0
Date: 10.3.2025

1	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22		
1	RC-2300-F-SR-KP	Ascend Top Spinner by Superior Playgrounds		
1	SRPSURCHG	Material Surcharge on Playground equipment by Superior Recreational Products		
70 25	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
Removal and Haul Off (Existing Equipment)				
1	REMOVE	Removal, haul off, and proper disposal of existing equipment. By: Kraftsman - (3) Rockers - (1) Merry Go Round		

Total: **\$44,652.27**
 + 3492

48,144.27

Initials _____



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Date: 10/13/2025

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Quote Name: Option 1 - Ascend Top Spinner

Page 2 of 5

Special Terms and Conditions

Sales Tax Exempt:

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

Buy Board:

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

Insurance Terms:

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

Credit Card Terms:

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

Monthly Progress Billings:

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

Shipping Charges:

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

No Bonding Included:

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

Force Majeure:

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

Sub Surface Conditions:

The owner shall absorb all costs incurred from unknown conditions such as rock removal, poor digging conditions or poor soil bearing capacity, less than 3000 PSF or a water table higher than 10 ft below finished grade. If material is so large or so large or cumbersome that it cannot be removed with a mini excavator, then that part of excavation that requires other methods of removal or remediation such as, but not limited to, shoring, pneumatic jack hammer, backhoe, hydraulic rock breaker, or dynamite, will be billed on a time and material basis.

Storage Fees:

Please review lead times for production and shipping, If for whatever reason customer or customer's site is not ready for installation of product within 4 weeks of arrival from manufacturer at Kraftsman warehouse, a storage fee equal to 2% of the product will be incurred monthly to be paid at time of installation.

Initials _____



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Date: 10/13/2025

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Quote Name: Option 1 - Ascend Top Spinner

Page 3 of 5

Concealed Conditions:

If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor at the time of execution of this Construction Agreement, Contractor shall bring the existence and nature of such concealed conditions to the attention of Owner. If such concealed conditions prevent, preclude, or obstruct performance by Contractor of the work herein prescribed, or burden the scope of work as herein defined by requiring additional work by Contractor to address, correct, and/or rectify such concealed defects, then the scope of work and contract price as herein above defined shall be adjusted in accordance with account for all courses of action necessary to address, correct, and/or rectify such concealed conditions.

Extra Work & Deviations from Original Contract Work:

Should Owner, construction lender if any, or any public or governmental agency or inspector direct any deletion from, modification of, or addition to the work as herein above specified, the costs of such deletion(s), modification(s), or addition (s) shall be added to or deducted from the contract price, as herein above defined, as the circumstances dictate. Any and all deletions from, modifications of, or additions to the scope of work prescribed by this Construction Agreement together with the adjustment to contract price shall be made or otherwise memorialized in a writing signed by Owner and Contractor prior to any obligation in kind or character on the part of the Contractor to recognize, honor, or adhere to such changes.

Items not included:

These items are not included (unless separately listed in line-items of proposal):

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete lead walks or adjoining observation concrete deck areas.
- Excavation and Drainage of area for fall surfacing.
- Removal of existing fall surface materials.
- Storm Water Pollution Controls for project site.
- Temporary security fence during construction.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- Shade systems or site amenities.
- Anything not specifically listed in line items of proposal.

Delivery and Unloading:

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

Locating for Underground Utilities:

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



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QUOTE #Q86213-1

Date: 10/13/2025

Project: 34191

Created By: Ryan Slott

Quote Name: Option 1 - Ascend Top Spinner

Page 4 of 5

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 8-10 weeks for standard rope climbers)plus 4-5 weeks for shipping)

Initials _____



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Project: 34191

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Page 5 of 5

General Terms and Conditions

Bill To:

City of Dayton

Ship To:

City of Dayton

Terms:

Net 30 days

CONDITIONS OF SALE

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

Respectfully Submitted

October 13, 2025

Ryan Slott

Date

Acceptance of Proposal:

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

Authorized Signature _____

PO#: _____

Printed Name & Title _____

Date of Acceptance _____

Authorized Signature _____

Printed Name & Title _____

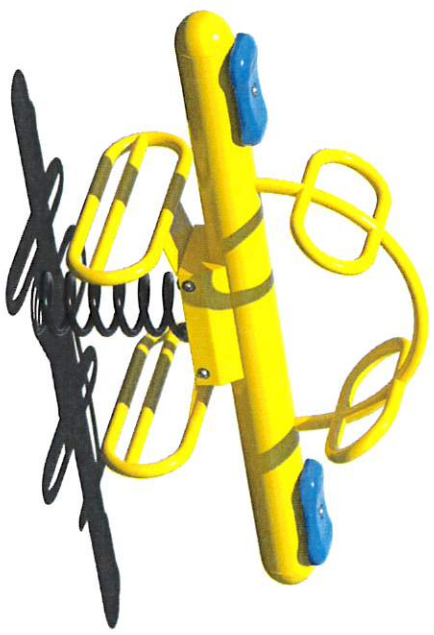
WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

CONTACT FOR PRICING AND PRODUCT INFORMATION	
CONSULTANT	RYAN SLOTT
OFFICE: 800-451-4899	CELL: 214-282-9580
EMAIL:	RYANS@KRAFTSMANPLAY.COM



NAME: RC-TS001
 TYPE: ASCEND
 DEMI-HELIX
 AGE: 5-12
 FALL HEIGHT: 9'



RETRO ROCKER
 90018204

- Color Scheme:
 Circus
 Red
 Yellow
 Sky Blue
 Blue rope

Sign here to accept as shown:
 Accepted by: _____
 Date: _____

PRELIMINARY DESIGN – NOT FOR CONSTRUCTION

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



Parker Park
 Dayton, TX

Project 34191
 Option 2
 Drawing Name
 KPS-34191-2

Sheet
 K.2.4A
 Designer
 MZB
 View
 Playground Details

Date
 10.3.2025
 Sales Rep
 Ryan Slott

PLAYGROUND PLAN SCHEDULE		
QTY	DESCRIPTION	QTY
	NAME: RC-TS901	
A	TYPE: ASCEND DEM: HELIX AGE: 5-12 FALL HEIGHT: 9'	1
B	Retro Rocker 900182204	1
C	Existing Border	1
D	EWf Surfacing 6" Top-Off	980 SF



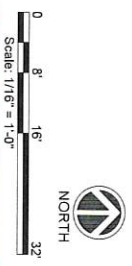
CONTACT FOR PRICING AND PRODUCT INFORMATION	
CONSULTANT	RVAN SLOTT
OFFICE	800-451-4869
CELL	214-292-9580
EMAIL	RVANIS@KRAFTSMANPLAY.COM

PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

Parker Park

Dayton, TX

Project 34191
Option 2
Drawing Name KPS-34191-2
View Playground layout
Sheet KP 2.0
Designer HIM
Date 10.3.2025
Sales Rep. Ryan Slott





Kraftsman

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

QUOTE #Q86214-1

Date: 10/13/2025

Project: 34191

Created By: Ryan Slott

Quote Name: Option 2 - Ascend Demi Helix/Retro

Page 1 of 5

BILL TO

City of Dayton ☎ 936-257-0055
Mr. Chris Jarmon, CPM
City of Dayton - Parker Park - Play
117 Cook Street
Dayton, TX 77535

SHIP TO

City of Dayton ☎ 936-257-0055
Mr. Chris Jarmon, CPM ☐ 936-402-3719
City of Dayton - Parker Park - Play
1228 North Winfree St
Dayton, TX 77535

Terms:
Net 30 days

QTY	Code	Description	Size	Color
-----	------	-------------	------	-------

**Option 2
Ascend Helix and Retro Rocker**

Drawing: KPS-34191-2 Sheet: KP.2.0
Date: 10.3.2025

1	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22		
1	RC-TS001SR-KP	Ascend Demi Helix by Superior Playgrounds		
1	90018204XX	Two-Seat Retro Rocker by Superior Playgrounds		
1	SRPSURCHG	Material Surcharge on Playground equipment by Superior Recreational Products		
70	EW F	Engineered Wood Fiber for playgrounds - Calculated with 30% additional materials above what is required to allow for natural settling and compacting	cu. yd.	Natural

Removal and Haul Off (Existing Equipment)

1	REMOVE	Removal, haul off, and proper disposal of existing equipment. By: Kraftsman - (3) Rockers - (1) Merry Go Round		
---	--------	--	--	--

Total: \$30,710.28

+ 3,492

34,202.28



Kraftsman

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

QUOTE #Q86214-1

Date: 10/13/2025

Project: 34191

Created By: Ryan Slott

Quote Name: Option 2 - Ascend Demi Helix/Retro

Page 2 of 5

Special Terms and Conditions

Sales Tax Exempt:

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

Buy Board:

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

Insurance Terms:

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

Credit Card Terms:

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

Monthly Progress Billings:

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

Shipping Charges:

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

No Bonding Included:

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

Force Majeure:

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

Sub Surface Conditions:

The owner shall absorb all costs incurred from unknown conditions such as rock removal, poor digging conditions or poor soil bearing capacity, less than 3000 PSF or a water table higher than 10 ft below finished grade. If material is so large or so large or cumbersome that it cannot be removed with a mini excavator, then that part of excavation that requires other methods of removal or remediation such as, but not limited to, shoring, pneumatic jack hammer, backhoe, hydraulic rock breaker, or dynamite, will be billed on a time and material basis.

Storage Fees:

Please review lead times for production and shipping, If for whatever reason customer or customer's site is not ready for installation of product within 4 weeks of arrival from manufacturer at Kraftsman warehouse, a storage fee equal to 2% of the product will be incurred monthly to be paid at time of installation.

Initials _____



Kraftsman

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

QUOTE #Q86214-1

Date: 10/13/2025

Project: 34191

Created By: Ryan Slott

Quote Name: Option 2 - Ascend Demi Helix/Retro

Page 3 of 5

Concealed Conditions:

If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor at the time of execution of this Construction Agreement, Contractor shall bring the existence and nature of such concealed conditions to the attention of Owner. If such concealed conditions prevent, preclude, or obstruct performance by Contractor of the work herein prescribed, or burden the scope of work as herein defined by requiring additional work by Contractor to address, correct, and/or rectify such concealed defects, then the scope of work and contract price as herein above defined shall be adjusted in accordance with account for all courses of action necessary to address, correct, and/or rectify such concealed conditions.

Extra Work & Deviations from Original Contract Work:

Should Owner, construction lender if any, or any public or governmental agency or inspector direct any deletion from, modification of, or addition to the work as herein above specified, the costs of such deletion(s), modification(s), or addition (s) shall be added to or deducted from the contract price, as herein above defined, as the circumstances dictate. Any and all deletions from, modifications of, or additions to the scope of work prescribed by this Construction Agreement together with the adjustment to contract price shall be made or otherwise memorialized in a writing signed by Owner and Contractor prior to any obligation in kind or character on the part of the Contractor to recognize, honor, or adhere to such changes.

Items not included:

These items are not included (unless separately listed in line-items of proposal):

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete lead walks or adjoining observation concrete deck areas.
- Excavation and Drainage of area for fall surfacing.
- Removal of existing fall surface materials.
- Storm Water Pollution Controls for project site.
- Temporary security fence during construction.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- Shade systems or site amenities.
- Anything not specifically listed in line items of proposal.

Delivery and Unloading:

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

Locating for Underground Utilities:

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



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

QUOTE #Q86214-1

Date: 10/13/2025

Project: 34191

Created By: Ryan Slott

Quote Name: Option 2 - Ascend Demi Helix/Retro

Page 5 of 5

General Terms and Conditions

Bill To:
 City of Dayton

Ship To:
 City of Dayton

Terms:
 Net 30 days

CONDITIONS OF SALE

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

October 13, 2025

 Ryan Slott

 Date

Acceptance of Proposal:

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

Authorized Signature _____

PO#: _____

Printed Name & Title _____

Date of Acceptance _____

Authorized Signature _____

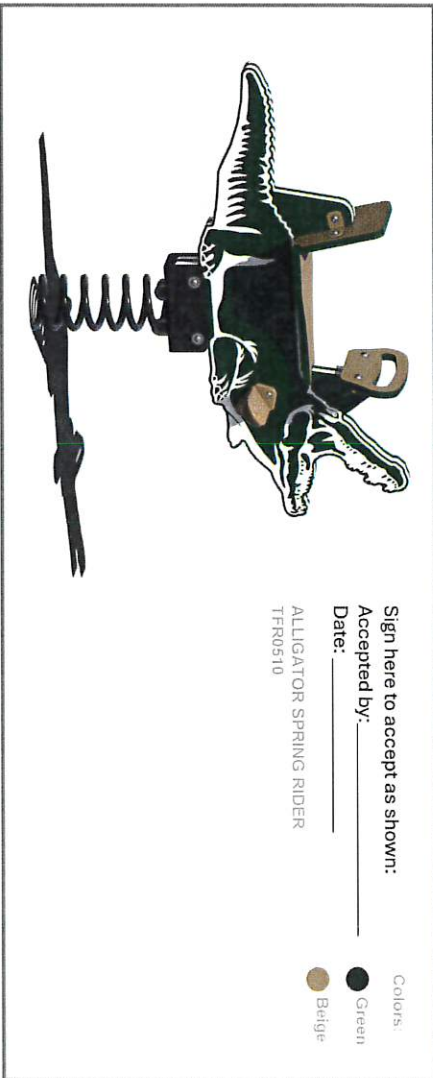
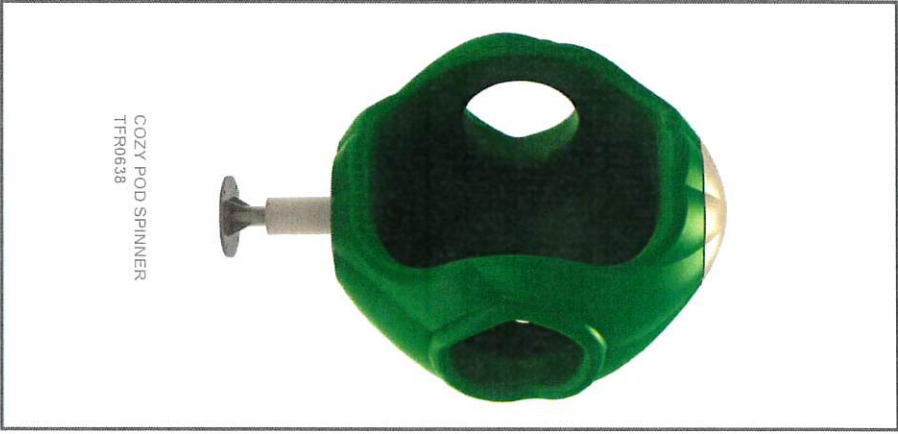
Printed Name & Title _____

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

Thank You! We Appreciate Your Business!

CONTACT FOR PRICING AND PRODUCT INFORMATION

CONSULTANT	RYAN SLOTT	OFFICE	800-451-4889	CELL	214-282-9590
EMAIL	RYANS@KRAFTSMANPLAY.COM				



PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

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



Parker Park
Dayton, TX

Project 34191
Option 3
Drawing Name KPS-34191-3
View Playground Details

Sheet K 2.4A
Designer MZB
Date 10.3.2025
Sales Rep. Ryan Slott

PLAYGROUND PLAN SCHEDULE		
QTY	DESCRIPTION	QTY
1	Cozy Pod Spinner TFR0638	1
1	Alligator Spring Rider TFR0510	1
1	Turtle Sit-In Rider TFS00048	1
1	Existing Border	1
980 SF	EMF Surfacing 6" Top-Off	980 SF

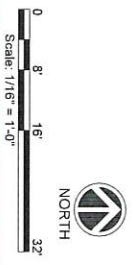


PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

Parker Park
Dayton, TX



CONTACT FOR PRICING AND PRODUCT INFORMATION	
CONSULTANT	RYAN SLOTT
OFFICE	800-651-4889
CELL	214-292-9580
EMAIL	RYANS@KRAFTSMANPLAY.COM



Project 34191
Option 3
Drawing Name KPS-34191-3
View Playground layout
Sheet KP 2.0
Designer HMI
Date 10.3.2025
Sales Rep. Ryan Slott

© 2025 Kraftsman Play, Inc. All rights reserved. This drawing is a preliminary design and is not for construction. The client is responsible for obtaining all necessary permits and approvals. Kraftsman Play, Inc. is not responsible for any errors or omissions in this drawing.



Kraftsman

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

QUOTE #Q86215

Date: 10/13/2025

Project: 34191

Created By: Ryan Slott

Quote Name: Option 3 - Cozy Pod/Rockers

Page 1 of 5

BILL TO

City of Dayton ☎ 936-257-0055
Mr. Chris Jarmon, CPM
City of Dayton - Parker Park - Play
117 Cook Street
Dayton, TX 77535

SHIP TO

City of Dayton ☎ 936-257-0055
Mr. Chris Jarmon, CPM ☏ 936-402-3719
City of Dayton - Parker Park - Play
1228 North Winfree St
Dayton, TX 77535

Terms:
Net 30 days

QTY	Code	Description	Size	Color
-----	------	-------------	------	-------

**Option 3
(Cozy Pod Spinner and Rockers)**

Drawing: KPS-34191-3 Sheet: KP.2.0
Date: 10.3.2025

1	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22		
1	TFR0638XX-KP	Cozy Pod Spinner by Superior Playgrounds		green pod, tan metals
1	TFR0510XX	Alligator Rider by Superior Playgrounds		
1	TFS0048XX	Turtle spring rider by Superior Playgrounds		
1	SRPSURCHG	Material Surcharge on Playground equipment by Superior Recreational Products		
25	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

**Removal and Haul Off
(Existing Equipment)**

1	REMOVE	Removal, haul off, and proper disposal of existing equipment. By: Kraftsman - (3) Rockers - (1) Merry Go Round		
---	--------	--	--	--

Total: \$18,416.43

+3,492

21,908.43

Initials _____



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

QUOTE #Q86215
 Date: 10/13/2025
 Project: 34191
 Created By: Ryan Slott
 Quote Name: Option 3 - Cozy Pod/Rockers

Special Terms and Conditions

Sales Tax Exempt:

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

Buy Board:

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

Insurance Terms:

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

Credit Card Terms:

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

Monthly Progress Billings:

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

Shipping Charges:

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

No Bonding Included:

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

Sub Surface Conditions:

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Storage Fees:

Please review lead times for production and shipping, If for whatever reason customer or customer's site is not ready for installation of product within 4 weeks of arrival from manufacturer at Kraftsman warehouse, a storage fee equal to 2% of the product will be incurred monthly to be paid at time of installation.



Kraftsman

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

QUOTE #Q86215

Date: 10/13/2025

Project: 34191

Created By: Ryan Slott

Quote Name: Option 3 - Cozy Pod/Rockers

Page 3 of 5

Concealed Conditions:

If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor at the time of execution of this Construction Agreement, Contractor shall bring the existence and nature of such concealed conditions to the attention of Owner. If such concealed conditions prevent, preclude, or obstruct performance by Contractor of the work herein prescribed, or burden the scope of work as herein defined by requiring additional work by Contractor to address, correct, and/or rectify such concealed defects, then the scope of work and contract price as herein above defined shall be adjusted in accordance with account for all courses of action necessary to address, correct, and/or rectify such concealed conditions.

Extra Work & Deviations from Original Contract Work:

Should Owner, construction lender if any, or any public or governmental agency or inspector direct any deletion from, modification of, or addition to the work as herein above specified, the costs of such deletion(s), modification(s), or addition (s) shall be added to or deducted from the contract price, as herein above defined, as the circumstances dictate. Any and all deletions from, modifications of, or additions to the scope of work prescribed by this Construction Agreement together with the adjustment to contract price shall be made or otherwise memorialized in a writing signed by Owner and Contractor prior to any obligation in kind or character on the part of the Contractor to recognize, honor, or adhere to such changes.

Items not included:

These items are not included (unless separately listed in line-items of proposal):

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete lead walks or adjoining observation concrete deck areas.
- Excavation and Drainage of area for fall surfacing.
- Removal of existing fall surface materials.
- Storm Water Pollution Controls for project site.
- Temporary security fence during construction.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- Shade systems or site amenities.
- Anything not specifically listed in line items of proposal.

Delivery and Unloading:

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

Locating for Underground Utilities:

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

Initials _____



Kraftsman

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

QUOTE #Q86215

Date: 10/13/2025

Project: 34191

Created By: Ryan Slott

Quote Name: Option 3 - Cozy Pod/Rockers

Page 4 of 5

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 8-9 weeks for steel playgrounds



Kraftsman

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

QUOTE #Q86215

Date: 10/13/2025

Project: 34191

Created By: Ryan Slott

Quote Name: Option 3 - Cozy Pod/Rockers

Page 5 of 5

General Terms and Conditions

Bill To:

City of Dayton

Ship To:

City of Dayton

Terms:

Net 30 days

CONDITIONS OF SALE

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

Respectfully Submitted

Ryan Slott

October 13, 2025

Date

Acceptance of Proposal:

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

Authorized Signature _____

PO#: _____

Printed Name & Title _____

Date of Acceptance _____

Authorized Signature _____

Printed Name & Title _____

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

Thank You! We Appreciate Your Business!



TO:

FROM: Chris Jarmon

RE: Review and discuss the interlocal agreement (ILA) with the City of Dayton

DATE: November 10, 2025

ATTACHMENTS:

[Interlocal Agreement.pdf](#)

RESOLUTION NO. R2021-34

City of Dayton

A RESOLUTION BY THE CITY COUNCIL OF DAYTON, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING AN AGREEMENT BETWEEN THE CITY OF DAYTON AND THE DAYTON COMMUNITY DEVELOPMENT CORPORATION FOR THE SHARING OF PERSONNEL EXPENSES

WHEREAS, the Dayton Community Development Corporation (DCDC) was created to promote community improvement and economic development within the City of Dayton; and

WHEREAS, both the City and the DCDC recently approved an amendment to the DCDC's bylaws whereby the Dayton City Manager shall also serve as the Executive Director of the DCDC; and

WHEREAS, the City Manager shall work directly with the DCDC Board of Directors on matters related to the DCDC; and

WHEREAS, the City of Dayton may also hire other employees to work on behalf of the DCDC who shall report to the City Manager; and

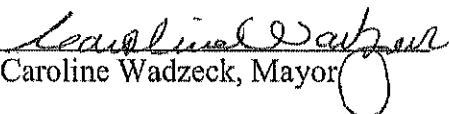
WHEREAS, the City and DCDC have reached an agreement whereby the DCDC agrees to reimburse the City of Dayton for expenses related to the employment of City employees working on behalf of the DCDC; and

WHEREAS, both the DCDC's Board of Directors and the City Council agree that it is beneficial for both entities to share in the cost of said employees working on behalf of the DCDC.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dayton, Texas hereby approves the Agreement with the Dayton Community Development Corporation, attached hereto as Exhibit "A", regarding the reimbursement of personnel expenses from the DCDC to the City for city employees performing work on behalf of the DCDC.

PASSED AND APPROVED this 7 day of December, 2021.

CITY OF DAYTON, TEXAS


Caroline Wadzeck, Mayor

ATTEST:


Jennifer Billings, City Secretary

EXHIBIT

A

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF DAYTON, TEXAS
AND THE DAYTON COMMUNITY DEVELOPMENT CORPORATION**

This agreement ("Agreement") is made and entered into between the City of Dayton, Texas, a home rule municipal corporation of the State of Texas ("City"), acting by and through Caroline Wadzeck, its duly authorized City Mayor, and the Dayton Community Development Corporation, a political subdivision of the State of Texas located in Liberty County, Texas ("DCDC"), acting by and through Tonya Smikal, its duly authorized Board President.

RECITALS

WHEREAS, the legislative purpose and intent of the Inter-local Cooperation Act, Section 791.001, Texas Government Code, is to improve the efficiency and effectiveness of local government by authorizing the fullest possible range of inter-governmental contracting authority at the local level, including contracts between cities and other political subdivisions and agencies of the state; and

WHEREAS, the City and the DCDC are authorized to enter into contracts and agreements for the performance of governmental functions; and

WHEREAS, the Dayton Community Development Corporation (DCDC) was created to promote community improvement and economic development within the City of Dayton; and

WHEREAS, both the City and the DCDC recently approved an amendment to the DCDC's bylaws whereby the Dayton City Manager shall also serve as the Executive Director of the DCDC; and

WHEREAS, the City Manager shall work directly with the DCDC Board of Directors on matters related to the DCDC; and

WHEREAS, the City of Dayton may also hire other employees to work on behalf of the DCDC who shall report to the City Manager; and

WHEREAS, the DCDC agrees to reimburse the City of Dayton for expenses related to the employment of City employees working on behalf of the DCDC; and

WHEREAS, both the DCDC's Board of Directors and the City Council agree that it is beneficial for both entities to share in the cost of said employees working on behalf of the DCDC.

AGREEMENT

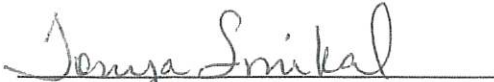
NOW, THEREFORE, the DCDC and the City, in consideration of the mutual covenants and conditions contained herein and in recognition of the benefits to be gained by the DCDC and the City, promise and agree as follows:

1. The City agrees that the City Manager shall serve as the Executive Director of the DCDC. While acting in that capacity the City Manager/Executive Director shall work with the DCDC Board of Directors to promote the economic development of Dayton, Texas. The City Manager/Executive Director shall perform all duties necessary to manage the daily operations of the DCDC. The City Manager/Executive Director, or his designee, shall attend all DCDC Board meetings and provide support and guidance for the DCDC. The City shall provide an employee to serve as the Economic Development Coordinator for the DCDC, along with an employee to serve as the Administrative Assistant for the DCDC. Additionally, the City shall provide other employees to work on DCDC matters as deemed necessary and appropriate. The City Manager/Executive Director shall consult with the DCDC Board of Directors prior to creating a new position that works primarily on DCDC matters. The City's finance department shall provide financial services for the DCDC.
2. In exchange for said employment services, the DCDC agrees to pay the City ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00) annually.
3. This agreement may be canceled by either party upon giving three (3) months written notice of the cancellation to the other party.

THIS AGREEMENT HAS BEEN PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE DAYTON COMMUNITY DEVELOPMENT CORPORATION ON THE 6th DAY OF DECEMBER 2021.

THIS AGREEMENT HAS BEEN PASSED AND APPROVED BY THE DAYTON CITY COUNCIL ON THE 7th DAY OF DECEMBER 2021.

DAYTON COMMUNITY DEVELOPMENT CORPORATION

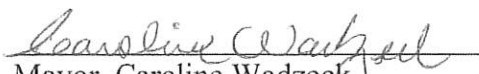


President, Tonya Smikal

ATTEST:



CITY OF DAYTON, TEXAS



Mayor, Caroline Wadzeck

ATTEST:

City Secretary

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, is written over a horizontal line. The signature is positioned to the right of the text 'ATTEST:' and above the text 'City Secretary'.