

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, APRIL 14, 2026**



PLEASE NOTE: The maximum occupancy of the Council Chambers is 49 individuals at one time. Access to exits must be kept clear to ensure everyone in the Chambers can safely exit in the event of an emergency.

This meeting will be held in person and will also be available via teleconference.

REGULAR MEETING – 7:00 PM

PAGE

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE** – Angel Hernandez, 5th grade student at McClure Elementary
3. **APPROVE AGENDA**
4. **PRESENTATIONS**
 - A. GHS Girls State Wrestling Team – Certificates of Extraordinary Achievement
 - B. GHS Boys State Wrestling Team – Certificates of Extraordinary Achievement
 - C. 2026 Arbor Day Proclamation 1
5. **PUBLIC COMMENT** – *The public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. The public comment period is not an opportunity for dialogue with the Mayor and Councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.*
6. **CONSENT AGENDA** – *Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.*
 - A. Minutes of the March 24, 2026 Committee-of-the-Whole meeting 2-7
 - B. Minutes of the March 24, 2026 Council meeting 8-11
 - C. Payroll Check Nos. 14818-14837 in the amount of \$23,660.09
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 61859-61865 in the amount of \$120,774.49
 - E. Payroll Direct Deposit 03/16/2026-03/31/2026 in the amount of \$183,635.01
 - F. Claim Check Nos. 133192-133303 in the amount of \$360,983.48
7. **ACTIVE AGENDA** – *Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).*
 - A. Resolution No. 2026-26 authorizing the Mayor to sign the Vortex Aquatic Structures International Contract #101625-VOR through Sourcewell Awarded Contract for the Grandview Splash Pad Project 12-27

8. UNFINISHED AND NEW BUSINESS
9. CITY ADMINISTRATOR AND/OR STAFF REPORTS
10. MAYOR & COUNCILMEMBER REPORTS
11. ADJOURNMENT

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, April 14, 2026 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting

<https://us06web.zoom.us/j/87922465630?pwd=cxKra2QBhqpWK0oLoGwLYs6VyZcsgz.1>

To join via phone: +1 253 215 8782

Meeting ID: 879 2246 5630

Passcode: 160607



2026 ARBOR DAY PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

NOW, THEREFORE, I, Ashley Lara, Mayor of the City of Grandview, Washington, do hereby proclaim **APRIL 22, 2026** as **ARBOR DAY** in the City of Grandview, Washington, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 14th day of April, 2026

Mayor Ashley Lara

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
MARCH 24, 2026**

1. CALL TO ORDER

Mayor Ashley Lara called the Committee-of-the-Whole (C.O.W.) meeting to order at 6:00 p.m., in the Council Chambers at City Hall.

The meeting was held in person and was also available via teleconference.

2. ROLL CALL

Present in person: Councilmembers David Diaz, Laura Flores, Ramona Garibay-Rios, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: None

Staff present: City Administrator Shane Fisher, Fire Chief George Saenz, Police Chief Kal Fuller, Public Works Director John Simmons and City Clerk Anita Palacios

Also present was City Engineer Stephen Hazzard with HLA Engineering and Land Surveying, Inc.

3. NEW BUSINESS

A. Resolution authorizing the Mayor to sign Change Order No. 3 with Culbert Construction, Inc., for the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (Re-Bid)

On January 28, 2025, City Council accepted the bid for Schedule A from Culbert Construction, Inc., and authorized the Mayor to sign all contract documents with Culbert Construction, Inc., to construct the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements.

Change Order No. 3 was necessary to complete the required electrical circuits for the installation of the EV chargers not included in the original scope of work. During further coordination and review of the construction documents, it was determined that the branch-circuit conductor sizing should have been listed on a per-charging-station basis rather than as a combined total.

The original plans indicated installation of two (2) #2 conductors with one (1) #2 ground conductor serving the four charging stations. Subsequent review of the EV charger manufacturer's requirements and applicable electrical codes determined that each charging station required two (2) #4 conductors and one (1) #4 ground conductor, resulting in a total requirement of eight (8) #4 conductors with a #4 ground conductor.

As a result of this clarification, the conductors identified in the original plans were not sufficient to support the required installation and code compliance for the EV charging equipment. The project included four (4) EV charging stations, all of which required the revised conductor sizing.

Additional material and associated labor were therefore required to furnish and install the correct conductors necessary to complete the work in accordance with manufacturer requirements and applicable electrical codes. The cost for Change Order No. 3 was in the amount of \$12,363.32.

Staff recommended the C.O.W. move a resolution authorizing the Mayor to sign Change Order No. 3 with Culbert Construction, Inc., for the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (Re-Bid) to the City of Grandview to the March 24, 2026 regular Council meeting for consideration.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign Change Order No. 3 with Culbert Construction, Inc., for the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (Re-Bid) March 24, 2026 regular Council meeting for consideration.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

B. Resolution authorizing the Mayor to sign the Washington State Department of Transportation Supplemental Agreement Number 3 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Sidewalk and Pathway Improvements

The City was awarded funding through the Washington State Department of Transportation Regional Mobility Grant Program Capital Construction Grant to improve the City's existing Park and Ride located on Wine Country Road which would add transit opportunities and complete the multi-modal capabilities. The funding would include the following amenities: EV charging stations, bus cover with bench, bike rack, concrete wheel stops, asphalt overlay and new striping and concrete sidewalk.

The scope of work was changed to add an additional ten (10) working days to the contractor's contract for work associated with Change Orders Nos. 1-3. This supplement adds \$17,000 to the previous agreement amount of \$55,530 for a new maximum amount payable of \$72,530.

Staff recommended the C.O.W. move a resolution authorizing the Mayor to sign the Washington State Department of Transportation Supplemental Agreement Number 3 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Sidewalk and Pathway Improvements to the City of Grandview to the March 24, 2026 regular Council meeting for consideration.

Discussion took place.

On motion by Councilmember Garibay-Rios, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign the Washington State Department of Transportation Supplemental Agreement Number 3 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Sidewalk and Pathway Improvements March 24, 2026 regular Council meeting for consideration.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

C. Resolution declaring certain City property from the Fire Department as surplus and authorizing disposal by public auction, sale, trade or disposal

The Fire Department has the following set of Holmatro extrication equipment that has exceeded their service life and was no longer in service:

Holmatro Extrication Tools:

- 2006 Holmatro Pump Model DPU-31 10,500 PSI max pressure, SN DPU3100804
- 2005 Holmatro Model#3350 Telescopic Ram HRS-22, SN335002464
- 2005 Holmatro Model#3242-UL Spreader, SN 324202542
- 2006 Holmatro Model#3050-NCT Cutter, SN305NCT0019
- 2006 Holmatro Model#3120 Combi Tool, SN 312000293
- 2010 Holmatro Model#3005 Pedal Cutter, SN 300500502

Two years ago, the Grandview Fire Department and Yakima County Fire District #5 partnered to purchase new extrication equipment that were self-contained battery powered tools to increase efficiency and dependability.

Benton County Fire Protection District #5 submitted a letter of interest in purchasing the surplus extrication equipment for the sum of \$500, as is. It would be the recommendation of the Fire Chief that the City surplus the tools and sell to Benton County Fire Protection District #5.

Staff recommended the C.O.W. move a resolution declaring certain City property from the Fire Department as surplus and authorizing disposal by public auction, sale, trade or disposal to the City of Grandview to the March 24, 2026 regular Council meeting for consideration.

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Moore, the C.O.W. moved a resolution declaring certain City property from the Fire Department as surplus and authorizing disposal by public auction, sale, trade or disposal March 24, 2026 regular Council meeting for consideration.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

D. Resolution authorizing the Mayor to sign the 2026 Yakima County Information Technology Services Interlocal Agreement

The Grandview Police Department contracts with Yakima County Information Technology Services to provide internet collections, mobile data terminal connections, and related support services. This contract represents a continuation of current services through December 31, 2026.

The 2026 Yakima County Information Technology Services Interlocal Agreement was the same as prior years, with the exception of a decrease in costs from \$5,638 in 2023 to \$4,290.36 in 2026. This decrease represents a reduction in needed internet services.

Staff recommended the C.O.W. move a resolution authorizing the Mayor to sign the 2026 Yakima County Information Technology Services Interlocal Agreement to the City of Grandview to the March 24, 2026 regular Council meeting for consideration.

Discussion took place.

On motion by Councilmember Garibay-Rios, second by Councilmember Rodriguez, the C.O.W. moved a resolution authorizing the Mayor to sign the 2026 Yakima County Information Technology Services Interlocal Agreement March 24, 2026 regular Council meeting for consideration.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

E. 2025 Council Retreat Summary

Council reviewed the 2025 Council Retreat Summary and discussed the following ongoing projects:

- Police Department Construction: Continue exploring funding sources.
- Ambulance Services: Staff to prepare and present a full financial analysis of costs and service impacts for in-house ambulance service, including comparison to outside services and potential ambulance fee increases needed.
- Unused Ambulance: Staff to provide information regarding options and feasibility for the unused ambulance, including potential use cases, costs to get it operational, and possible sale or alternative uses.
- Utility Rate Revenue: Staff to provide quarterly utility rate increase revenue data.
- Utility Connection Fees: Staff to provide proposal for phased-in utility connection fee increases over 3 years, including draft numbers for water and sewer fees.
- Impact Fees: Staff to provide an analysis of impact fees for new construction.
- Revenue Forecasts: Staff to provide revenue forecasts (utility taxes, housing developments, etc.) for use in the upcoming retreat.
- Fire Hydrant Repairs: Staff to continue repairs and replacement of fire hydrants, with focus on the hydrant near the middle school during spring break, and address the hydrant at Euclid and Stassen as scheduled.
- Sidewalk Repairs: Staff to continue removal and replacement of hazardous sidewalk panels and address dead trees as identified, including grinding stumps and planting new trees as needed.
- Downtown Handicap Parking: Staff to follow up with City Engineer on pricing for 3-4 potential handicapped parking spaces in the downtown business district.

Council also discussed planning for an upcoming retreat.

5. CITY ADMINISTRATOR AND/OR STAFF REPORTS

Splash Pad – The splash pad scope of work was finalized and the design was submitted for permitting.

State and Federal Appropriation Funding – The Congressional Direct Spending applications for the Police Department construction, Fire Department equipment purchases and Wastewater Treatment Plant improvements were submitted, with funding decisions expected by year-end. State funding applications were unsuccessful.

Police Union Negotiations – Police union negotiations were ongoing with dispatchers expected to conclude soon before moving to patrol/sergeant negotiations.

6. MAYOR & COUNCILMEMBER REPORTS

Community Identity Group - The Community Identity Group consisting of Councilmembers Souders and Diaz met and created a nomination application for the "Unsung Hero" award. They

would be recruiting 2-3 community members to join the Committee. At the next meeting, Council would consider the formal approval of the creation and structure of the "Unsung Hero" award committee, including number of members and application process.

7. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. meeting adjourned 7:00 p.m.

Mayor Ashley Lara

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
MARCH 24, 2026**

1. CALL TO ORDER

Mayor Ashley Lara called the regular meeting to order at 7:00 p.m. in the Council Chambers at City Hall.

The meeting was held in person and was also available via teleconference.

Present in person: Councilmembers David Diaz, Laura Flores, Ramon Garibay-Rios, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: None

Staff present: City Administrator Shane Fisher and City Clerk Anita Palacios

2. PLEDGE OF ALLEGIANCE

Erick Gutierrez, student at McClure Elementary, led the pledge of allegiance.

3. APPROVE AGENDA

On motion by Councilmember Moore, second by Councilmember Souders, Council approved the March 24, 2026 meeting agenda as presented.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

4. PRESENTATIONS

A. 2026 Proclamation – Women’s History Month – March 2026 – Honoring Minnie Myrtle Elser

Mayor Lara proclaimed March 2026 as Women’s History Month in the City of Grandview, and proudly recognized Minnie Myrtle Elser as the 2026 Women’s History Month Honoree.

5. PUBLIC COMMENT – None

6. CONSENT AGENDA

On motion by Councilmember Rodriguez, second by Councilmember Diaz, Council approved the Consent Agenda consisting of the following:

- A. Minutes of the March 10, 2026 Committee-of-the-Whole meeting
- B. Minutes of the March 10, 2026 Council meeting
- C. Payroll Check Nos. 14795-14817 in the amount of \$112,888.99
- D. Payroll Electronic Fund Transfers (EFT) Nos. 61845-61849 in the amount of \$103,006.08
- E. Payroll Direct Deposit 03/01/2026-03/15/2026 in the amount of \$162,329.67
- F. Claim Check Nos. 133102-133191 in the amount of \$845,266.13

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

7. ACTIVE AGENDA

- A. Resolution No. 2026-20 authorizing the Mayor to sign Change Order No. 3 with Culbert Construction, Inc., for the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (Re-Bid)

This item was previously discussed at the March 24, 2026 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Ozuna, Council approved Resolution No. 2026-20 authorizing the Mayor to sign Change Order No. 3 with Culbert Construction, Inc., for the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (Re-Bid).

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

B. Resolution No. 2026-21 authorizing the Mayor to sign the Washington State Department of Transportation Supplemental Agreement Number 3 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Sidewalk and Pathway Improvements

This item was previously discussed at the March 24, 2026 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Resolution No. 2026-21 authorizing the Mayor to sign the Washington State Department of Transportation Supplemental Agreement Number 3 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Sidewalk and Pathway Improvements.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

C. Resolution No. 2026-22 declaring certain City property from the Fire Department as surplus and authorizing disposal by public auction, sale, trade or disposal

This item was previously discussed at the March 24, 2026 C.O.W. meeting.

On motion by Councilmember Ozuna, second by Councilmember Moore, Council approved Resolution No. 2026-22 declaring certain City property from the Fire Department as surplus and authorizing disposal by public auction, sale, trade or disposal.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

D. Resolution No. 2026-23 authorizing the Mayor to sign the 2026 Yakima County Information Technology Services Interlocal Agreement

This item was previously discussed at the March 24, 2026 C.O.W. meeting.

On motion by Councilmember Garibay-Rios, second by Councilmember Souders, Council approved Resolution No. 2026-23 authorizing the Mayor to sign the 2026 Yakima County Information Technology Services Interlocal Agreement.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

8. UNFINISHED AND NEW BUSINESS – None

9. CITY ADMINISTRATOR AND/OR STAFF REPORTS – None

10. MAYOR & COUNCILMEMBER REPORTS

Washington State Office of Equity – Megan Matthews, Director of the Washington State Office of Equity, would be the guest speaker at the April 8th Grandview Rotary meeting.

11. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Rodriguez, the Council meeting adjourned at 7:15 p.m.

Mayor Ashley Lara

Anita Palacios, City Clerk

RESOLUTION NO. 2026-24

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE VORTEX AQUATIC STRUCTURES
INTERNATIONAL CONTRACT #101625-VOR THROUGH SOURCEWELL AWARDED
CONTRACT FOR THE GRANDVIEW SPLASH PAD PROJECT**

WHEREAS, the City of Grandview is utilizing Sourcewell Awarded Contract #101625-VOR to purchase the Grandview Splash Pad from Vortex Aquatic Structures International; and,

WHEREAS, the City must execute a contract setting forth the terms and conditions for said purchase,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, as follows:

The Council hereby authorizes the Mayor to sign the Vortex Aquatic Structures International Contract #101625-VOR through Sourcewell Awarded Contract for the Grandview Splash Pad project in the amount of \$493,527.23, in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on April 14, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

QUOTE



Account Name: City of Grandview - Parks & Recreation - WA
 Project Name: Grandview Splashpad - WA
 Project ID: 30204
 Bill To Name: City of Grandview - Parks & Recreation - WA
 Bill To Address: 303 West Wine Country Road
 Grandview, WA 98930
 USA
 Contact Name: Gretchen Chronis
 Phone: (509) 882-9219
 Email: gretchen@grandview.wa.us

Created Date: 3/24/2026 10:17 AM
 Quote Number: QUO-29049-G3C8X9
 Quote Name: Version D
 Prepared By: Michelle Lynn
 Email: mlynn@vortex-intl.com
 Cooperative Purchasing: Sourcewell contract #101625-VOR

VOR	Product No.	Product Name	Description	QTY	List Price	Total Price
1- Play Products					70,300.00	70,300.00
7699	104557-304L	ASTRA No.3 (SW,PC)		1	12,300.00	12,300.00
0622	129863-304L	ACTIVATOR NO4 (SM, PC)		1	3,850.00	3,850.00
7232	101672-304L	BOBBLE No.1 (SW, PC)		1	5,800.00	5,800.00
7238	101222-304L	HELIO No.3 (SW, PC)		1	6,100.00	6,100.00
7230	101014-304L	LUNA No.1 (SW, PC)		2	16,200.00	32,400.00
8767	102928-304L	REFRESH No.1 (SW, PC)		1	5,350.00	5,350.00
3009	109949-304L	SPRAYLINK PODSPRAY (EM)		1	650.00	650.00
3005	109921-304L	SPRAYLINK GEYSER (EM)		2	500.00	1,000.00
3000	108168-304L	SPRAYLINK JET N°1 (EM)		3	450.00	1,350.00
3054	108381-304L	SPRAYLINK TUNNEL N°1 (EM)		1	1,500.00	1,500.00

QUOTE



2- Water Management System and Controls					29,597.94	29,597.94
2- Water Distribution System 'WDS'						26,097.94
		Custom WDS	WDS VCC 10V 2" FT MaestroPRO 120V BLV Water Distribution System Serial Number: 30204D2503R00 Vault Command Center - Flow-Through Single 2" Inlet Without Pressure Regulator; Backflow Preventer Not Included Controller Installed in Equipment 0 Additional Output 1 Activation Device 5x 1-1/2" PVC Solenoid Valve Line w/ Ball-Valve 5x 1-1/2" PVC Solenoid Valve Line w/ Ball-Valve 1x MaestroPRO, Splashpad, 24 out / 12 in 120V 1x AT&T LTE Cell Module	1	26,097.94	26,097.94
4- Drains						3,500.00
1004	103080-304L	PLAYSAFE DRAIN N°4 (EM,PC)	PLAYSAFE DRAIN N°4 (EM,PC)	2	1,750.00	3,500.00
5- Discount					(23,868.39)	(23,868.39)
	12010	Buying Group - Products	Sourcewell disc. Contract #101625-VOR	1	(5,065.89)	(5,065.89)
	12020	Buying Group - Services	Sourcewell disc. Contract #101625-VOR	1	(18,802.50)	(18,802.50)
6- Services					376,050.00	376,050.00
14010	14010	Installation Fees		1	371,250.00	371,250.00
13080	13080	Stamped Drawings Fee		1	4,800.00	4,800.00
7- Installation Kits					0.00	
	101138-304L	INSTALLATION KIT REFRESH No.1		1		
	101474-304L	INSTALLATION KIT #HEAVY DUTY SAFE SWAP No 1		1		
	103539-304	INSTALLATION KIT #SAFESWAP NO7 (MEDIUM SW) SURFACE MOUNT		2		
	103543-304L	INSTALLATION KIT #SAFESWAP NO2		4		
	110184	SPRAYLINK BOX AND TRAY FOR SHIPPING		4		
	102313	TOOL KIT #0 :		1		
	102314	TOOL KIT #1 :SECURITY BITS (ALL)		1		
	100308	TOOL KIT #28:RIV-VOZZLE TOOL		1		

QUOTE



	102305-304L	TOOL KIT #123: POD SPRAY KEY_WELDING		1		
	110258	TOOL KIT #129: SPRAYLINK SECURITY KEY		1		
8- Parts					1,420.00	1,420.00
	102317	TOE GUARD SINGLE 4" ASSEMBLY		1	270.00	270.00
1004	105435-304L	PLAYSAFE DRAIN NO.4 – STRAINER BASKET – PASSIVATION		1	1,150.00	1,150.00
9- Transport					2,989.20	2,989.20
18020	18020	Packaging Fee		1	424.00	424.00
19030	19030	Freight Fee		1	2,565.20	2,565.20

Additional Information

Refer to Annexed Scope of work for full details.

Total Summary

Customer Signature:

Ashley Lara, Mayor

**Enquire about our cooperative purchasing programs.
Thank you for doing business with us!
Pricing is valid for a period of 45 days.**

Products:	101,317.94
Discount:	(23,868.39)
Services:	376,050.00
Transport:	2,989.20
Subtotal:	456,488.75
Tax:	37,038.48
Total:	493,527.23
Currency:	US Dollar
Incoterm:	

Terms & Conditions

Products Payment Terms: Product >\$250K+: 30% deposit at PO, 50% at shipment, 20% net 45

Services Payment Terms: Installation: 25% mobilization prior to start of installation, 75% progressive payments

Freight Charges

Please note: freight charge is an estimate and is subject to change without notice. Vortex reserves the right to adjust the freight charge quoted above. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply.

Installation Charges

Please note: Installation fees are an estimate at the time of quoting and is subject to change without notice. Vortex reserves the right to adjust the installation fees quoted above.

Purchase Contract Terms & Conditions of Sales

The following terms and conditions (the "Terms and Conditions") form part of the Purchase Contract (the "Purchase Contract") between yourself (the "Customer, and Vortex Aquatic Structures International and/or Vortex USA Inc. ("Vortex"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

Payment Terms

Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (with all applicable taxes, the "Purchase Price") shall be on the following terms: 100% of the Purchase Price to be paid prior to Vortex commencing production on the Customer's order. Any overdue balances are subject to interest charges of 1.5% per month.

Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Vortex through performance of the Purchase Contract will be the Customer's responsibility. Without limiting the generality foregoing, applicable taxes will be applied to all taxable goods and services included in the Purchase Contract as amended from time to time. Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase.

Vortex maintains a no return policy and asks all Customers to determine feature and color selection carefully. If a Customer cancels an order after production has commenced, Vortex reserves the right to charge (and the Customer agrees to pay) a 40% re-stocking fee.

Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

Except where title to the products contained in the Customer's order is explicitly transferred by Vortex to the Customer and the Purchase Price is paid in full, title to and right to possession of such products shall remain with Vortex until the Purchase Price and all sums due or become due from the Customer are fully paid.

Should the goods comprising the Customer's order be connected to the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.

Unless otherwise agreed, projects where Vortex is supplying goods without installation, the risk of loss of the goods shall pass to the Customer when the goods are delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, whichever event shall first occur. In the event of where Vortex is supplying and installing goods, risk of loss of the goods shall pass to the Customer upon completion of the project.

Storage Fees and Delivery Date

Once a delivery date has been confirmed and communicated by Vortex, it shall be deemed final and binding. Any request to modify the confirmed delivery date must be submitted in writing and is subject to Vortex's prior written approval. Vortex reserves the right, at its sole discretion, to decline such requests.

If the Customer is unable or unwilling to accept delivery on the confirmed date, storage fees will apply. Such fees will be the greater of \$2,500 or 3% of the total product value per month, calculated from the original delivery date. All storage fees are the sole responsibility of the Customer and must be paid in full prior to the release and shipment of the order.

Pricing

All pricing provided by Vortex is valid for shipments scheduled within the same calendar year in which the quote is issued. Should the shipment, at the Customer's request, be delayed into the following calendar year, the order will be subject to revised pricing in accordance with Vortex's then-current price list. Any exceptions to this condition require prior written approval from Vortex. Vortex reserves the right, at its sole discretion, to decline such requests.

Lead Times & Logistics

Vortex' standard lead times are up to 3-4 weeks for embeds, up to 6-8 weeks for Play Products, up to 10 weeks for Water Recirculation Equipment, up to 16 weeks for Elevations and up to 16 weeks for Waterslides. The lead times are contingent upon receipt of signed Purchase Contract, approved drawings, and all applicable color selections. Expected timing for order completion and shipment will be communicated to the Customer at the time the Purchase Contract is signed by the Customer and acknowledged by Vortex.

All products will be packaged to mitigate damage during shipment. All shipments must be inspected upon delivery and any damage, errors or omissions must be reported to Vortex at support@vortex-intl.com and the transport company within 24 hours of receipt of goods. Vortex reserves the right to amend and modify the transportation costs based on the Customer's request.

Service & Support

Digital versions of operations and maintenance manuals will be provided at the later of either the delivery of the products or completion of the project installation. Vortex is not responsible for coordination the installation project unless otherwise specified in the Contract. The Customer is responsible for coordinating installation schedules with Vortex to ensure that the site is ready for Vortex' products and services. Vortex reserves the right to charge the Customer and the Customer agrees to pay for any additional time or idle time on site and all additional expenses incurred as a result of the site not being ready for the planned services.

Vortex reserves the right to cancel supervision, installation start-up and commissioning services if Vortex deems the site unsafe or not ready. The Customer is responsible for ensuring a safe working environment for any Vortex or contracted service technicians. Vortex reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

Exclusions

Unless otherwise specified, the following is excluded from Vortex' purchase agreement price and responsibility: project management, project coordination, loading and unloading, onsite storage, installation services, permits and permit fees, local, state and or health department codes and approvals, OSHA documentation, onsite electrical work, electrical connections, onsite plumbing work and plumbing connections, bonding payment, geotechnical survey work, excavation & removal of materials, concrete surfacing, slab design and concrete footings.

General Terms & Conditions

The Customer has reviewed local codes and standards and has accepted the design and product specifications, including custom-designed features by signing the Purchase Contract. For orders including water recirculating equipment, the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained, unless otherwise noted. Any design changes requested after signing the Purchase Contract will be subject to additional fees.

The Customer agrees to pay on demand all expenses reasonably incurred by Vortex in efforts to collect the amounts owing under the Purchase Contract. The Customer shall pay reasonable legal costs (fees and disbursements), including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.

Confidentiality: The design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Vortex and are confidential. The Customer shall not, without prior written consent of Vortex, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.

Limitation of Liability: The aggregate liability of Vortex, its affiliates, and their respective employees, directors, officers, agents and contractors for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for the Purchase Contract. In no event will the Vortex be liable for special, indirect, or consequential damages. The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.

Vortex is not responsible for any damages to the Customer's environment and or landscaping as a result of its products. All modifications and alterations made to Vortex's products will automatically void and null all warranties. Vortex may refuse to accept any order for any reason without incurring any liability from the Customer. No Change to this Agreement will be enforceable unless the Customer has a signed a Vortex Change Order request.

Pricing is valid for a period of 45 days.

X

Name Ashley Lara, Mayor
Title

Construction Agreement

The Owner and the Contractor agree as follows:

Engagement of the Contractor by Owner

Owner hereby contracts with the Contractor to provide the labor, services, and/or materials to perform the construction work described in the statement of work appended hereto and made a part hereof by reference, upon that certain real property and more commonly known as (hereinafter "Subject Property"), as more particularly set forth in hereof.

Scope of Work

Contractor will furnish all specifications, labor, equipment, materials, sales taxes, transportation, supervision, coordination, and communication in a workmanlike manner for the work described in the statement of work attached hereto, which is made a part hereof by reference.

Contract, Drawings and Specifications

The work upon the Subject Property will be in accordance with drawings and specifications provided by Contractor, which drawings and specifications are hereby made a part of this Agreement. This Agreement and the drawings hereby are intended to supplement each other. In case of conflict, however, the statement of work shall control the drawings, and the provisions of this Construction Agreement shall control both.

Time for Commencement Work

Owner will have the jobsite ready for commencement of the work to be performed by the Contractor specified herein above and will give Contractor written notice to commence work. Contractor will commence work after such notice or within of receipt of all necessary governmental approvals and permits, whichever date shall last occur.

Guarantees of Timely Completion

Time is of the essence in the Contractor's performance of the Work and is a basic consideration of this Agreement. Accordingly, Contractor guarantees that the following event (the "Guaranteed Events") shall occur no later than the date specified (the "Guaranteed Completion Dates"), except if Contractor can show that a Force Majeure Event has occurred as set forth in Section 6 herein.

Force Majeure Event

Owner and Contractor are aware of the ongoing pandemic known as COVID-19, and acknowledge that delays, additional costs, or both may occur as a result and are not the responsibility of the Contractor. If Contractor is delayed at any time in the commencement or progress of the Work, or if Contractor's work is made more costly, by any cause or condition arising directly or indirectly from COVID-19, Contractor shall be entitled to an equitable adjustment of the Contract Time and Contract Sum. Such causes may include but are not limited to labor shortages or unavailability of workers, supply chain disruption, inability of personnel to work due to federal, state or local executive orders, subcontractor delays or increased costs, unusual delays in deliveries, delayed inspections or permit approvals, material or equipment cost increases or delays, import delays, and other similar causes beyond Contractor's reasonable control.

Neither Party shall be considered to be in default in performance of any obligation hereunder if failure of performance shall be due to a Force Majeure Event. For the purposes of this Agreement, the term, "Force Majeure Event", shall mean any cause beyond the control of the Party affected, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance (except as excluded herein), sabotage, other "Acts of God", and restraint by court order or public authority, which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it is unable to overcome. Notwithstanding anything to the contrary, the term Force Majeure Event shall not be deemed to include (a) any labor disturbance affecting either Contractor or any Subcontractor (except Subcontractors that have been selected by Owner), to the extent that such labor disturbance involves direct employees of Contractor or any Subcontractor who are performing Work on the Project, except for a national strike in the United States, (b) the climate for the geographic area of the Project, (c) the occurrence of any manpower or material shortages or (d) any delay, default or failure (direct or indirect) in obtaining materials, or any Subcontractor or worker performing any Work or any other delay, default or failure (financial or otherwise) of a Subcontractor, vendor or supplier. Neither Party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own acts, omissions or negligence or to removable or remediable causes that it fails to remove or remedy with reasonable dispatch. The Party claiming a Force Majeure Event shall give the other Party prompt written notice of the Force Majeure Event.

Building Permits, Charges and Exactions

Owner will provide and pay for all necessary building permits. Contractor shall not be responsible for any bonds, assessments, hookup charges, fees, taxes for any utilities, public agencies, or governments other than herein provided.

Labor and Material

Contractor shall pay all valid charges for labor and material incurred by Contractor and used in the work hereinabove specified.

Contract Price and Payment Thereof

For all services performed by Contractor on this Project, the Owner will pay Contractor the total price in accordance with the schedule of value appended hereto in the proposal.

No Payment in the Event of Default

Owner shall have no obligation to make any payment to Contractor at any time when one of the reasons exist which allow Owner to terminate the Contract for cause as provided in Section "Termination for Default by Contractor" of this Agreement.

Construction Financing

If payment of the contract price is to be made by Owner through a construction lender, Owner hereby represents, affirms, and covenants that the construction loan fund is sufficient to pay the contract price and that Owner shall take all acts necessary to expedite timely payment from the construction lender. Owner hereby irrevocably authorizes the construction lender to make payment of the contract price directly to The Contractor.

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 hereinabove specified, the costs of such deletion(s), modification(s), or addition(s) shall be added to or deducted from the contract price, as hereinabove 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.

Allowances

If the contract price, as hereinabove defined, includes allowances of any kind, and the cost of performing the work covered by an allowance is either greater or less than the allowance, then this Construction Agreement shall be increased or decreased accordingly. Unless otherwise requested by Owner in writing, Contractor shall use its judgment in accomplishing work covered by an allowance. If Owner requests that work covered by an allowance be accomplished by the Contractor in such a way that the cost will exceed the allowance, Contractor will be obligated to comply with Owner's request only upon payment by Owner of the additional costs in advance.

Insurance, Bonds and Indemnity

Contractor shall maintain at its cost the following minimum insurance and coverage throughout the term of the Agreement:

1. Comprehensive General Liability or Commercial General Liability: The limits of the liability shall not be less than:
 - a. Comprehensive General Liability: \$1,000,000 combined single limit bodily/property damage per occurrence or;
 - b. Commercial General Liability: Each occurrence limit \$1,000,000; Personal & Advertising injury limit \$1,000,000; Products completed operations aggregate limit \$1,000,000; General aggregate limit \$2,000,000
2. Workers' Compensation: Liability limits to cover statutory requirements and maintain limits of employer's liability; bodily injury by accident \$1,000,000 each accident; injury by disease \$1,000,000 policy limit; bodily injury by disease \$1,000,000 each employee.
3. Commercial Auto Coverage: Auto liability limits of \$1,000,000 each accident combined bodily injury and property damage liability insurance, including but not limited to, owned autos, hired or non-hired autos.

Contractor agrees to indemnify and hold harmless Owner from any and all claims, loss, or expense of every kind whatsoever which may arise from Contractor's negligent acts or omissions or breach of its obligations hereunder.

If required by the Owner, the Contractor shall maintain builder's risk property insurance respecting the Property in an amount equal to the full insurable value thereof and the risk of casualty loss or damage to the Property shall be borne by Contractor.

Performance/Payment Bond

If required by the Owner, a Performance Bond and a Payment Bond in a form satisfactory to the Owner shall be furnished in the full amount of the price of the Contract Agreement as set forth herein. If the Owner requires such Bonds after this Agreement, the cost thereof shall be paid by Owner as a change to the Contract Agreement, otherwise it shall be included in the Contract Agreement.

Warranties

Contractor warrants, that for a period of one (1) year commencing on the earlier of Final Completion of all the Work ("Primary Warranty Period"), under this Agreement be, in a good and workmanlike manner, and in strict conformity with the terms and conditions of this Agreement, the Design Documents, all applicable Permits, all applicable Laws, and prudent construction practices; and (ii) all materials shall be free of defects and deficiencies, free from any encumbrances or liens and shall be in strict conformity with the terms and conditions of this Agreement.

Remedy

If the warranty set forth in Section 16 is breached within the Primary Warranty Period, Contractor shall correct the defective workmanship and/or material, as the case may be, on an expedited basis, at no cost to Owner and at Contractor's sole cost. Owner shall provide Contractor with full and free access to the work sites to perform its warranty obligations under this Agreement.

Termination for Convenience by Owner

If Owner fails to perform any material terms of this Agreement and/or pay to Contractor any undisputed payment as required hereunder and such failure continues for thirty (30) Days after Notice has been given to Owner by Contractor, the Contractor may terminate this Agreement immediately. In the event of such a termination by Contractor. The Contractor may institute legal proceedings to recover all costs incurred until the date of termination and any and all damages as permitted by law. Owner acknowledges that Contractor would suffer damages including the loss of profit which Contractor would otherwise have realized upon full performance of this Construction Agreement. It is therefore agreed that in such event Owner will pay Contractor as liquidated damages a sum equal to thirty percent (30%) of the contract price as herein-above defined.

Termination for Default by Owner

The Owner may terminate this Agreement for the Contractor's default by delivering written notice in advance of termination. The Contractor shall be in default under this Agreement upon the occurrence of any of the following events ("Contractor Events of Default"):

- (a) Failure by Contractor to perform fully any material provision of this Agreement, including, without limitation, Contractor's failure to supply sufficient qualified personnel or to perform the Work in accordance with the Guaranteed Completion Dates.
- (b) Contractor contravenes any applicable Law, applicable Permit, ordinance, ruling, regulation or orders of any governmental authority or court which materially impacts the ability of Contractor to perform the Work in accordance with this Agreement.
- (c) Contractor becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors or insolvency, receivership, reorganization or bankruptcy proceedings are commenced by Contractor; and
- (d) Insolvency, receivership, reorganization or bankruptcy proceedings are commenced against Contractor, and such proceedings are not terminated, stayed or dismissed within sixty (60) Days after the commencement thereof.

Owner shall give Notice of any Contractor Events of Default to Contractor. If (A) any of the defaults described in clauses (a) and (b) in Section 19 is not cured within thirty (30) Days, (B) corrective action is not commenced within ten (10) Days of receipt of Notice from Owner with respect to nonmonetary defaults which cannot be cured within thirty (30) Days, and such corrective action completed within a reasonable period of time to be mutually agreed upon by Owner and Contractor within ten (10) Business Days after receipt of Notice from Owner or, absent such mutual agreement, completed within the time period proposed by Owner, or (C) upon the occurrence of a default described in clause (d) or (e), then Owner may terminate this Agreement and take possession of all equipment, materials and supplies and complete the Work as Owner deems expedient. The total cost of completing the Work shall be charged to Contractor. Contractor shall pay to Owner the total cost to complete the Work within sixty (60) Days following receipt of Owner's demand for such payment. The remedies set forth in this section shall not be exclusive and Owner shall have the right to pursue any other remedies under this Agreement or at law or in equity. Such termination shall not affect Contractor's representations or warranties.

Termination for Default by Contractor

If Owner fails to perform any material terms of this Agreement and/or pay to Contractor any undisputed payment as required hereunder and such failure continues for thirty (30) Days after Notice has been given to Owner by Contractor, the Contractor may terminate this Agreement immediately. In the event of such a termination by Contractor, the Contractor may institute legal proceedings to recover all costs incurred until the date of termination and any and all damages as permitted by law. Owner acknowledges that Contractor would suffer damages including the loss of profit which Contractor would otherwise have realized upon full performance of this Construction Agreement. It is therefore agreed that in such event Owner will pay Contractor as liquidated damages a sum equal to thirty percent (30%) of the contract price as herein-above defined.

Delay

Contractor shall be not be liable to Owner or any person, corporation, partnership, or other legal entity claiming by, through, or under Owner for any delays in completion of this Construction Agreement regardless of the cause, source, or nature of such delay.

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 hereinabove defined shall be adjusted in accordance with account for all courses of action necessary to address, correct, and/or rectify such concealed conditions.

Hazardous Conditions and Materials

Owner hereby warrants that all required inspections have been performed to ascertain the existence of or presence upon the Subject Property of any hazardous conditions or materials, including without limitation asbestos and radon gas, and Owner further hereby agrees to indemnify and hold Contractor harmless from any and all liability for the same.

Additional Warranties Provided by Law

Contractor shall be obligated to, and Owner shall have the benefit of, all warranties provided by law.

Clean Up

It shall be Contractors responsibility at regular and appropriate intervals as well as upon completion of the work herein prescribed to clean up the jobsite as described in the scope of work.

Attorney's Fees

In the event that any proceedings of a judicial or quasi-judicial nature are instituted by any party to this Construction Agreement to secure performance of any of the obligations herein set forth, the prevailing party in such a proceeding shall be entitled to recover, in addition to all other relief provided by law, its reasonable attorney's fees.

Governing Law

This Construction Agreement shall in all respects be governed by and construed in accordance with the law of the State. Should any provision of this Construction Agreement become void or voidable by decision of any court or act of any legislative or quasi-legislative body or entity, then such provision shall be regarded as automatically amended to comply with such decision or act in a manner most favorable to Contractor

Completeness of Agreement

This Construction Agreement comprises the sole, exclusive, and totality covenants, and stipulations to which the parties agree. None of the terms, conditions, conversations, comments, representations, negotiations, statements, or other communications not specifically provided for herein shall be deemed to have survived execution.

Modification

With respect to all matters not governed by hereof, this Construction Agreement may not be modified except by separate written instrument executed by Owner and Contractor.

Effective Date

This Construction Agreement shall become effective, binding, and enforceable as against all parties upon the last date of execution by any such party.

Initial Here

Statement of Work Details

Inclusions General Items

- Participation to pre-construction, project updates and safety meetings as required (Via Teams/Zoom video conference calls or audio calls)
- The installation work includes a maximum of 2 on-site mobilizations for the completion of project
- Unloading of Vortex equipment, provided only if the site is ready for installation when the products are shipped
- Site layout based on provided Datums for the splashpad area and mechanical room, tank and debris trap if applicable
- Clean-up of the area occupied by Vortex during the construction

Customer's Responsibility & Exclusions from Vortex' Scope of Work

- All necessary permits for the required work unless specified otherwise
- All inspection fees (Rebar, plumbing, electrical, sewer, compaction) unless specified otherwise
- Geotechnical soil reports and materials/compaction testing
- Customer needs to ensure that all footings shall rest on Homogeneous layer of undisturbed soil or engineered backfill with a minimum allowable bearing capacity of 100 KPA (2000 PSF) and maximum differential settlement of 19 mm (0.75"). All organic material shall be removed. (applicable for Waterslide installation)
- Site survey and location of reference points (Datum) and elevation
- Grading plans, Erosion and control plans, Storm water management plans and landscaping plans
- Sewer or water tap fees, if required
- Water or electrical meter fees, if required
- Additional requirements set forth by the local health department and/or code enforcement not previously agreed upon as of the date of this estimate
- Additional electrical requirements if the existing power supply system is not sufficient to handle the electrical requirements
- Additional plumbing requirements if the existing water supply, waste water line and/or storm drain is not sufficient or within the parameters established
- Installation of anchors (applicable for Waterslide installation)
- Installation of Concrete Footings (applicable for Waterslide installation)
- Grouting under columns and steel structure. (applicable for Waterslide installation)
- Water supply piping, including brackets required to support water pipes to the structure. (applicable for Waterslide installation)
- Engineering & sizing of water recirculation system. (applicable for Waterslide installation)
- Laydown area and adequate access to work areas shall be provided to Vortex installers.
- Demolition of any existing concrete, pass, parking areas, features or structures
- Tracking pads and/or access roads to the construction site
- Removal and handling of contaminated/stained or unsuitable soil, or buried obstructions
- Final landscaping (grading, seeding, sod, shrubs, silt socks, etc.)
- Dry play park products purchase and installation
- Benches, tables and shades purchase and installation
- Drain pit form and place in customer supplied mechanical room

Vortex Aquatic Structures International, Corporate Headquarters
7800 Trans Canada, Pointe-Claire, Québec, Canada, H9R 1C6
Tel: +1-514-694-3868 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

Vortex Aquatic Structures International, USA Office
3500 South Dupont Highway, Suite EP-101, Dover, DE 19901
Tel: +1 (704) 280-09271 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

Other clauses that may incur additional expenses to be borne by the client:

- Any location or relocation of underground utilities and/or irrigation piping is the responsibility of the owner or its agent. If any utilities encountered and not identified by the local utility providers requires relocation or modification, it is the responsibility of the owner or its agent and no cost shall be borne by Vortex for such work.
- SUB-SURFACE CONDITIONS: 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.
- It is assumed that the site does not necessitate the use of a concrete pump truck. If concrete pump truck is needed, Owner shall absorb all associated costs.
- Installation and construction to occur during normal daytime business hours, not including holidays. It is assumed that there is no restrictions on workdays and work hours.
- This contract includes a definite number of mobilizations (see inclusions), any mobilization beyond the contracted amount mentioned herein is subject to a \$3,500.00 fee for each remobilization thereafter. If for any reason, external factors (other than weather), cause the suspension of work, Vortex USA Inc. may be entitled to additional time and cost associated with demobilization and remobilization, mileage, labor and travel time.
- Vortex USA Inc. maintains comprehensive insurance coverage. This coverage is available upon written request. Any insurance coverage required for specific projects above Cicero's norm is not included in this proposal.

• A Performance and Payment Bond is not included in the price of this contract unless specifically included in the quote. This cost would be determined if bond is a requirement and price or design adjusted accordingly. Bond typically costs 5% of the total project.

Signature
Ashley Lara

Printed Name

Mayor

Title
April 14, 2026

Date

Revised March 19, 2026: removed landscape repair and Alternates from the scope of work.

DYKSTRA PARK SPLASH PAD

Splash Pad Design and Installation Proposal

Per Land Expressions Site Plan revised through 03.16.26, with Vortex Concept dated 04.10.25 and assumed conditions:

CONSTRUCTION DRAWINGS

- Develop permit drawing set including cover sheet, splash pad piping schematics, splash pad specific grading plan (for DOH)necessary splash pad details for conveying design requirements and install.
- Note on plan style specifications.
- **AQUATIC ENGINEERING/STAMP IS NOT INCLUDED.**

SITE ACCESS / PROTECTION

- Land Expressions to provide 6' chain link security fence around main splash pad during construction.
- **No provisions made for existing trail or parking lot.**

TRENCHING | EXCAVATION

- Layout splash pad edges and fixtures by triangulation (no survey included).
- Trench for all piping.
- Bed pipe under splash pad slab with structural backfill and backfill using native soil where possible everywhere else.
- Spoils left over from excavation and trenching to be spread on site or removed by the City.

DRAIN PIPING | FIXTURES

- Install Vortex supplied equipment:
 - Set supplied drain fixtures to proper elevation.
 - Supply and install all lateral and transmission piping, Schedule 40 pipe.
 - Supply and install backwater valve on main drain prior to sanitary connection.
 - Supply and install drain line from cabinet per requirements. Tie into splash pad maindrain.
 - Supply and install a cleanout for main drain line to manhole.

EMBEDS | FOOTINGS

- Set grade and excavate for footings.
- Set and pour sonotube footings.
- Wet set hardware for niches, supplied by Vortex.
- Set cans to grade, supplied by Vortex.

EXTERIOR FEATURE PIPING

- Supply and install all piping from splash pad fixtures to Cabinet location next to splash pad, Schedule 80 pipe.
 - assumes equipment located adjacent to splash pad
 - assumes sewer tie in per site plan provided by Land Expressions.
 - assumes threaded POC in provided per site plan and PRV and backflow installed by City for isolation/winterization.

CONCRETE

- Remove section of existing walk and replace at restroom.
- 4" walk from restroom to splash pad:
 - Remove grass, excavate to establish rough grade. Haul spoils off site.
 - Supply and install 4" gravel base, fine grade gravel and compact.
 - Form, rebar 2' OCEW, pour back with 4000 PSI concrete.
 - Grey, medium broom finish and apply sealer.
- 6" splash pad and perimeter:
 - Remove grass, excavate to establish rough grade. Haul spoils off site.
 - Supply and install 4" gravel base, fine grade gravel and compact.
 - Form, rebar 2' OCEW, pour back with 4000 PSI concrete.
 - Soft cut joints.
 - Grey, medium broom finish and apply sealer.

ELECTRICAL

- Install (1) 20A 120V circuit with Emergency disconnecting means on outside of bathroom structure. Will pull power from existing bathroom panel.
- Install conduit from power to cabinet and cabinet to activation bollard.
- Install water bond, equal potential bond to every metal part in splash pad area: spray nozzles, exposed metal parts, activator.
- Install and make all wiring connections.
- Includes L and I permit and inspection.

TRIMOUT | COMMISSIONING

- Install cabinet supplied by Vortex.
 - Connect all piping from fixtures to manifold at cabinet. Exposed piping will be schedule 80 PVC.
 - Connect potable water to manifold.
 - Flush all fixtures prior to installing equipment.
 - Set/mount all Vortex supplied splash pad fixtures.
 - Start up and field adjust all flows.
 - Field adjust programming / events on controller as required.
 - Provide owner walkthrough and training.
 - Provide as built upon completion.
-

BIDDING NOTES:

- In the event of a discrepancy between this Proposal/Exhibit A or the landscape plans, this Proposal/Exhibit A takes precedence.
- Pricing valid for 30 days.
- Costs based on **Prevailing Wages**.
- Sales tax has not been included.
- Turf grass is not warranted.
- City to provide grade +/- .1' allowing for specified gravel and concrete installation.
- Access and staging area to be provided by City.
- Proposal assumes a metered, threaded Point of Connection will be provided with a minimum flow and working pressure suitable for splash pad installation.
- Proposal assumes a 6" sanitary tie in at required invert will be provided by City for splash pad installation.
- City may need to provide submittals and documents regarding existing facilities to acquire a Department of Health permit.
- City will need to develop operator plan for operator's permit for the splash pad.
- Joint sealing requires 28 day cure time on concrete and completely dry for 72 hrs typically.

- City may want to extend the site fence for sod grow in. We would remove immediately upon completion unless directed otherwise.

EXCLUSIONS:

- Any necessary permits or bonding. Land Expressions will provide support and coordination with Vortex and the City to acquire the Department of Health permit. All other trade or building permits are by the City.
- Professional surveying or staking.
- Any structures.
- Site furniture.
- All electrical work or area/facility lighting outside of that specifically outlined.
- Any boring, concrete or asphalt cutting and repair to accommodate sleeving or other improvements.
- Dry well installation or area drains.
- Jack hammering or other means required if rock is encountered.
- TESC work / civil work / demolition / utility work / Arborist Fees / protection of existing / engineering / soils testing / traffic control.
- Post Installation Maintenance.
- Disposal or export of excess soils generated if they cannot be spread on site.
- Manhole / sewer piping.
- Potable water, tap, tap fee, PRV, RPB or other backflow device required. If RPB enclosure is required, to be installed by owner.
- Splash pad equipment of any kind.
- Area or facility lighting.
- Restroom improvements or other improvements required by governing agencies.
- City to remove existing play features and utilities in conflict with splash pad.
- All soil import or placement, irrigation changes, or sod to repair landscape disturbed by construction activities.

Signature for Approval - Client

Ashley Lara, Mayor

April 14, 2026

Date