## MINUTES OF PARKS AND RECREATION MEETING OF THE BOARD OF DIRECTORS

#### April 24, 2019

## THE STATE OF TEXAS COUNTY OF HARRIS OAKMONT PUBLIC UTILITY DISTRICT

\$ \$ \$

The Board of Directors (the "Board") of Oakmont Public Utility District (the "District") met in regular session, open to the public, at Auburn Lakes Recreation Center, the District's designated meeting place inside the boundaries of the District, on Wednesday, April 24, 2019 at 7:00 p.m.; whereupon, the roll was called of the members of the Board, to-wit:

| Ty Warren      | ≂ | President           |
|----------------|---|---------------------|
| Shaun Hebert   | - | Vice President      |
| Kerry Simmons  | - | Secretary           |
| Jennifer Smith | Ŧ | Assistant Secretary |
| David Doiron   | × | Assistant Secretary |
|                |   |                     |

All members of the Board were present, thus constituting a quorum.

Also in attendance were those who provided their names on the sign-in sheet attached hereto as Exhibit "A".

Additionally, in attendance were: Tina DeAses, The Risher Companies, the District's Recreation Manager ("Risher"); Mel Reist of Silversands Services, the District's landscape maintenance vendor; and Tom Dillard of Champions-Hydrolawn.

WHEREUPON, the meeting was called to order in accordance with the posted meeting notice, which is attached hereto as Exhibit "B".

#### **APPROVE MINUTES OF MEETING HELD MARCH 27, 2019**

The Board considered the minutes of the meeting held March 27, 2019 which were distributed to the Board for review prior to the meeting. After discussion, upon a motion duly made and seconded, the Board voted unanimously to approve the minutes as presented.

#### GRANT OF ACCESS OVER PINES INTERCEPTOR SWALE

The Board then considered a request submitted for use of the Pines Interceptor Swale to access a resident's backyard for the purpose of installing a pool. The Board noted that the District's Attorney prepared a letter agreement for such access, a copy of which is attached hereto as Exhibit "B".

After review and discussion, upon a motion duly made and seconded, the Board voted unanimously to approve the request for access upon the resident's signature and return of the letter agreement.

#### **RECREATION CENTER MANAGER REPORT**

The Board recognized Ms. DeAses, who presented the Recreation Center Manager's Report, a copy of which is attached hereto as Exhibit "C."

Ms. DeAses then presented proposals 47900, 47927, and 48032 from Silversand Services relating to landscape maintenance services. Upon a motion duly made and seconded, the Board voted unanimously to approve the proposals as discussed.

Ms. DeAses then presented a proposal from Ed Tchamanzar for some repairs around the recreation center, a copy of which is included in the Recreation Center Manager's Report. After discussion, upon a motion duly made, and seconded, the Board voted unanimously to authorize the work presented, with the exception of the third item.

Ms. DeAses then presented a proposal from CertaPro Painters to repaint the fences and pool mushrooms. Upon a motion duly made and seconded, the Board voted unanimously to approve the proposal as presented.

After discussion and review, upon a motion duly made and seconded, the Board voted unanimously to approve the Recreation Center Manager's Report as presented. However, no other action items were acted upon.

#### HEAR FROM SILVERSAND SERVICES

The Silversand Services report was presented above.

#### LANDSCAPE ARCHITECT REPORT

A report was not presented...

## HEAR FROM CHAMPIONS HYDRO-LAWN

The Board recognized Mr. Dillard. A formal report was not presented.

The Board considered authorizing Champions Hydro-Lawn to complete the repairs to the Pines Interceptor Swale at a cost of \$1,200 and authorizing letters to be sent to the homeowners abutting the swale. A copy of the draft letter is attached hereto as Exhibit "D".

After discussion, upon a motion duly made and seconded, the Board voted unanimously to authorize the work and to approve the letters as presented.

## HEAR FROM RECREATION COMMITTEE

The Board recognized the Recreation Committee.

## Consider amending Fitness Center Rules

After a full discussion, the Board deferred action on this item.

## **HEAR FROM THE PUBLIC**

The Board then opened the floor to receive comments from the public. No comments were presented.

There being no other business to come before the Board, the meeting was adjourned.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

PASSED, APPROVED and ADOPTED this May 22, 2019.



, Board of Directors ecretar

## OAKMONT PUBLIC UTILITY DISTRICT NOTICE OF MEETING PARKS AND RECREATION

Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of Oakmont Public Utility District will meet in regular session, open to the public, at 7:00 p.m., on Wednesday, April 24, 2019, at the Auburn Lakes Recreation Center, a meeting location inside the District, at which meeting the following items will be considered:

- 1. Approve minutes from March 27, 2019 meeting.
- 2. Consider granting access over Pines Inceptor Swale, and consider signing letter agreement regarding same.
- 3. Hear report from Recreation Center Manager, and consider acting thereon, including:
  - a. Review and consider approving proposals for purchase of recreation equipment, repairs to facilities, and/or authorizing camps and activities; and
  - b. Consider authorizing Recreation Center Manager to proceed with projects, purchases, and repairs as directed by the Board.
- 4. Hear from Silversand Services and consider taking action, including:
  - authorizing proposals for landscaping maintenance; and
  - b. approving contracts for recreation areas and detention areas.
- 5. Hear report from Landscape Architect and consider acting thereon, including:
  - a. Receive proposals for purchase, construction, and installation of recreation items, including structures, landscaping, and materials throughout District and consider authorizing same; and
  - b. Authorize Landscape Architect to proceed with park projects as directed.
- 6. Hear report from Champions Hydrolawn and consider taking any necessary action thereon, including:
  - a. Approving proposals for repairs or work at the detention ponds;
  - b. Authorize repairs at Pines Interceptor Swale; and
  - c. Approve letters to residents regarding such work.
- 7. Hear from Recreation Committee, and consider taking action, including:
  - a. Ratify action taken by Recreation Committee during the previous month to purchase equipment or approve repairs, as necessary; and
  - b. Consider amending Fitness Center Rules.
- 8. Hear from the public.

Pursuant to V.T.C.A. Government Code, Chapter 551, the Board of Directors may convene in closed session in relation to any agenda item included in this Notice, such closed session will be held at the date, hour and place given in this Notice concerning any all subjects for any and all purposes permitted by V.T.C.A. Government Code, Chapter 551, including but not limited to pending or contemplated litigation, security matters and devices, personnel matters, real estate transactions or a private consultation with the attorney for the District on any or all subjects or matters authorized by law.

EXECUTED this 17th day of April, 2019.





OAKMONT PUBLIC UTILITY DISTRICT

Bv: Mallory J. Craig

Coats Rose, P.C. Attorneys for the District



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## OAKMONT PUBLIC UTILITY DISTRICT NOTICE OF MEETING PARKS AND RECREATION

1353745 04/17/2019 PERSONAL \$9.00 MPR - NOTICE MTG

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    - Consider authorizing Recreation Center Manager to proceed with projects, purchases, and repairs b. as directed by the Board.
- Hear from Silversand Services and consider taking action, including: 4.
  - authorizing proposals for landscaping maintenance; and a.
  - approving contracts for recreation areas and detention areas. b.
  - Hear report from Landscape Architect and consider acting thereon, including:
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- 6,
  - Hear report from Champions Hydrolawn and consider taking any necessary action thereon, including: a.
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EXECUTED this 17th day of April, 2019.

(DISTRICT SEAL)



100000 Bv

OAKMONT PUBLIC UTILITY DISTRICT

Mallory J. Craig Coats Rose, P.C. Attorneys for the District

GOUNTY CLERK HARRIS GOUNTY, TEXAS

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| 1 | ARIS COUN |
|---|-----------|
| 1 |           |
| * |           |
| 1 | TEXAS     |

State of Texas County of Harris County Auditor's Form 153 Harris County, TX (rev. 07/11) Diane Trautman, County Clerk Personal Records (713) 274-8686 201 Caroline, STE 330, Houston, TX 77002 Fee Officer's Official Receipt

Receipt # :PR19004598Receipt Date :02/21/2019 10:44:04 AMFees Assessed By :CCO\jrouserCashier :Copeland, Shonda (CCO)

OAKMOUNT PUBLIC UTILITY DISTRICT

| Fee Description |         | Amount | Notes   |
|-----------------|---------|--------|---|
| County Clerk    |         | \$9.00 | NOTICE OF PUBLIC MEETING - 1346206<br>OAKMOUNT PUBLIC UTILITY DISTRI::TO THE PUBLIC |
|                 | Total : | \$9.00 | \$9.00  |

| Tender Type | Tender SubType | Check # / CC Auth # | Tende       | r Amount |
|-------------|----------------|---------------------|-------------|----------|
| LEGALEASE   |                | 5006799239800250    |             | \$9.00   |
|             |                |                     | Total Paid: | \$9.00   |

THANK YOU

#### DO NOT DETACH

## CERTIFICATE OF POSTING OF NOTICE OF MEETING

| THE STATE OF TEXAS              | § |
|---------------------------------|---|
| COUNTY OF HARRIS                | ş |
| OAKMONT PUBLIC UTILITY DISTRICT | ş |

I, (MISMM) (MISMM), the undersigned, hereby state that I posted a copy of the attached Notice of Meeting of the Board of Directors of Oakmont Public Utility District at 25005 Northcrest Drive, Spring, Texas, the location inside the boundaries of the District designated for the posting of agendas, on the (MISMM) (MISM

(Name)

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## **OAKMONT PUBLIC UTILITY DISTRICT NOTICE OF MEETING** PARKS AND RECREATION

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- Hear from Recreation Committee, and consider taking action, including: 7.
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- Hear from the public. 8.

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EXECUTED this 17th day of April, 2019.





OAKMONT PUBLIC UTILITY DISTRICT lary By: Mallory J. Craig Coats Rose, P.C.

Attorneys for the District

#### CERTIFICATE OF POSTING OF NOTICE OF MEETING

| THE STATE OF TEXAS              | § |
|---------------------------------|---|
| COUNTY OF HARRIS                | § |
| OAKMONT PUBLIC UTILITY DISTRICT | § |

I, Teresa Parker, the undersigned, hereby state that I posted the attached Notice of Meeting of the Board of Directors of Oakmont Public Utility District at the administrative office of the District, 9 Greenway Plaza, Suite 1000, Houston, Texas, on Wednesday, April 17, 2019, at 3:45 p.m., which time was not less than 72 hours prior to the scheduled time of the meeting.

Jeresa Parker (Teresa Parker)

## OAKMONT PUBLIC UTILITY DISTRICT NOTICE OF MEETING PARKS AND RECREATION

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EXECUTED this 17th day of April, 2019.





OAKMONT PUBLIC UTILITY DISTRICT

clary By: Mallory J. Craig Coats Rose, P.C.

Coats Rose, P.C. Attorneys for the District



April 24, 2019

James and Christina Krebs 25118 Knob Pines Ct. Spring, Texas 77389

## Re: Request for use of Drainage Easement for Access

Mr. and Mrs. Krebs,

This letter agreement is being provided in response to your request for access across Oakmont Public Utility District's (the "District") drainage easement north of West Rayford Road between Knob Pines Court and Haverford Road (the "Drainage Easement"). The Board of Directors of the District (the "Board") has considered your request and has voted to permit the access requested pursuant to the following conditions:

- Access across the Drainage Easement is limited strictly to pedestrian ingress and egress, no vehicles or machinery shall be allowed across the Drainage Easement.
- Access is strictly limited to the Drainage Easement and no vehicles or machinery shall be parked or stationed along West Rayford Road during use of the Drainage Easement.
- The area of the Drainage Easement used to access your backyard shall be reasonably returned to the condition prior to use. Should your contractor not perform any necessary repairs or do so unsatisfactorily to the District's Engineer, the District shall cause the repairs to be completed and charge you for the cost of such repairs.
- The District must be notified of the day your work is to begin and the approximate finish date. The duration of the permission to access your backyard across the Drainage Easement shall be specifically limited to this timeframe access shall not be permitted before or after the work is completed.

The rights and obligations contained herein shall only be valid upon your acknowledgment and signature below. Please return the acknowledgment to the District's Attorney, Mallory Craig, at the address below:

9 GREENWAY PLAZA, STE 1000, HOUSTON, TEXAS 77046 PHONE: (713) 651-0111 FAX: (713) 651-0220 coatsforc.com



April 24, 2019 Page 2

> Oakmont Public Utility District c/o Mallory Craig 9 Greenway Plaza, Suite 1000 Houston, Texas 77046

> > Very truly yours,

Ty Warren President, Board of Directors Oakmont Public Utility District

We, James and Christina Krebs, acknowledge and accept the terms and conditions of the letter dated April 24, 2019, from the District, granting access across the Drainage Easement and limiting such access as contained in such letter.

ACKNOWLEDGED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

James Krebs

Christina Krebs

Auburn Lakes Recreation Center: Oakmont Public Utility District Monthly Report – April 2019 Recreation Meeting



# Prepared by: Tina DeAses, Recreation Director Risher Fitness Management, Inc.

Risher Fitness Management, Inc. has been contracted to manage the Auburn Lakes Recreation Center.



#### Auburn Lakes Recreation Center and Risher Fitness Management Mission Statement

Our mission here at Risher Fitness Management is to provide safe and fun recreation, fitness, special events, and wellness opportunities for all residents. We strive to promote and enhance healthy lifestyles and well-being in a welcoming environment for both children and adults alike. Providing a clean, fun, and quality experience in every one of the recreation centers we manage with qualified and certified employees. We aim to offer you with the best and most positive environment you will find in any community recreational setting. Through quality customer service and community activities we hope to bring each community closer together.

#### **Employees**

The employees at the Auburn Lakes Recreation Center working under Risher Fitness Management, Inc. (RFM) for the month included:

- Management Team: Tina DeAses, Jenifer Cox
- Fitness Room Attendants: Alex Fontana, Oliver Young

#### Fitness Center 3/21 - 4/18

|                             | Month | Year to Date Oct 2018 – Sept 2019 |  |  |
|-----------------------------|-------|-----------------------------------|--|--|
| Total Entries               | 1795  | 1,795 (this month) + 10,872 =     |  |  |
| Fitness Center Orientations | 1     | 1 (this month) + 11 = 12          |  |  |
| Non-Resident Passes         | 1     | 4                                 |  |  |

#### Clubhouse 3/21 - 4/18

| Group Fitness Classes        | HIIT it, Yoga  |
|------------------------------|--|
| <b>Resident Reservations</b> | 3  |
| Specialty Sessions           | Grace Pointe Dance, Best in Class Tutoring, Swim team meetings, Auburn Lakes HOA |
|                              | meeting  |

#### Pool 3/21 - 4/18

|               | Year to Date Oct 2018 – Sept 2019 |     |
|---------------|-----------------------------------|-----|
| Total Entries |                                   |     |
| Pool Parties  |                                   | 100 |
| Pool Passes   | 1                                 | 1   |

#### Monthly Expenses 3/21 - 4/18

| Company            | Invoice/Service                              | January  |
|--------------------|--|----------|
| AT&T internet      | Internet / phone                             | \$116.18 |
| Comcast            | Cable service for Fitness Center & Clubhouse | \$206.88 |
| Ready Refresh      | Water service                                | \$45.99  |
| Vanguard           | Cleaning Services                            | \$391.00 |
|                    | Paid by Bookkeeper                           | \$760.05 |
| Supplies & vendors | Total Paid by Risher                         | \$       |
|                    | Grand Total                                  | \$       |

#### Monthly Income 3/21 - 4/18

| Monthly Income Source   | Monthly<br>Income | Recreation Account Total YTD Oct 201<br>Sept 2019 |
|-------------------------|-------------------|---|
|                         | Amount            |   |
| Pool Passes             | \$200.00          | (\$450.00) + <b>\$848.00 = \$1,298.00</b>         |
| Pool Parties            | \$150.00          |   |
| Pool Storage            | \$100.00          |   |
|                         |                   | (\$1,233.00) + \$5,734.50 = \$6,967.50            |
| Clubhouse Rental Income | \$950.00          |   |
| Grace Pointe Dance      | \$107.00          |   |
| Best in Class           | \$176.00          |   |
| Rec Access Pass         | \$240.00          | (\$240.00) <b>+ \$1,607.00 = \$1847.00</b>        |
| Total                   | (\$1923)          | (\$1,923.00) <b>+ \$29,683.50 = \$31,606.50</b>   |

#### **Discussion Items**

I.

Swim team updates

- a. Pool parties will happen inside pool gate when pool isn't being used.
- II. Summer camps
  - a. Potential Tae Kwon Do
  - b. Potential Kids Yoga

#### III. Resident offers free photography

a. A resident is a photographer and is willing to take FREE pictures of the fitness center and clubhouse. She would like for us to mention the name of her photography business as free marketing in exchange for the pictures.

#### Maintenance Items:

- I. Contacted Larry with Oelo light bar falling off fitness center
- II. Wifi Connectivity problems in pool media closet.
- III. Omega Construction has offered to take the 3.5 ton A/C unit to use in a habitat for humanity house.
- IV. Hiring handyman to haul off trash from pool storage area, put up funbrellas, re-caulk expansion joints that aren't safe and that are cracking, possibly install slab gasket
- V. Risher Fitness power washed all white pool furniture, dark areas on the pool deck.
- VI. Requesting quotes for sanding/painting pool fence & pool features. Met with certapro on 4.

#### Oelo lights at the Oakmont PUD Property April 25 - May

- ١.
- Π.

#### New Projects

|           | Company |                     | Approved | Declined | Modified |  |
|-----------|---------|---------------------|----------|----------|----------|--|
| Project # | Name    | Project Description | Total    |          |          |  |

| 47864 | Silversand<br>Services | Rec Center Entry Flower Bed Projects: Proposal for<br>Landscape upgrades to the beds per Michael Murr's<br>specs. | \$3,604.00 |  |  |
|-------|------------------------|---|------------|--|--|
|       |                        |   |            |  |  |
|       |                        |   |            |  |  |

Projects approved at March Rec Meeting

| Company                | Description  | Completed   |
|------------------------|--|---|
| Silversand<br>Services | Irrigation Repairs Proposal for irrigation repairs per Silversand Services inspection of the system in March 2019.   | 4.1   |
| Silversand<br>Services | Smartline Controllers – West & East Pond Irrigation Proposal<br>to install flow meter and master valve at clock on Lake #1 at<br>West detention basin, update 2 unik controlles, time & labor<br>also. |   |
| Silversand<br>Services | West Pond Concrete Project for new concrete pad off West<br>Rayford at the west detention pond. Remove crushed granite<br>& spread throughout track, pour & stain concrete                             | Started<br>4.15   |
| Silversand<br>Services | Proposal to install Advion granular ant bait treatment to<br>landscape areas inside pool fence and around playground area<br>only. This product has a 4-5 month control. (To be completed<br>annually) | 4.12  |
| Silversand<br>Services | Proposal for landscape planting additions to the empty beds along front and side of recreation center meeting room.  |   |
|                        | Silversand<br>Services<br>Silversand<br>Services<br>Silversand<br>Services<br>Silversand<br>Services   | Silversand<br>ServicesIrrigation Repairs<br>Proposal for irrigation repairs per Silversand<br>Services inspection of the system in March 2019.Silversand<br>ServicesSmartline Controllers – West & East Pond Irrigation Proposal<br>to install flow meter and master valve at clock on Lake #1 at<br>West detention basin, update 2 unik controlles, time & labor<br>also.Silversand<br>ServicesWest Pond Concrete Project for new concrete pad off West<br>Rayford at the west detention pond. Remove crushed granite<br>& spread throughout track, pour & stain concreteSilversand<br>ServicesProposal to install Advion granular ant bait treatment to<br>landscape areas inside pool fence and around playground area<br>only. This product has a 4-5 month control. (To be completed<br>annually)SilversandProposal for landscape planting additions to the empty beds |

Updated as of 4.18.2019 rev.1

Oakmont Utility District - 4195 W. Rayford @ Gosling Spring, TX Tina DeAses;

Silversand Services

Estimate ID: 47864

Date: 4/10/2019 Sales Rep: Mel Reist

PROPOSAL Division: Landscape Type: Purchase

**Project Description:** 

Proposal for landscape upgrades to the beds at the pool/recreation center parking lot per design and specs received from MURR Inc. Includes changing 8-1804 spray heads to 1812 spray heads for better coverage on zone 24 and irrigation labor to move 7 spray heads along curb for new bull rock border on zone 12.

| Qty | U/M | Description                                | Part Number | Price             |
|-----|-----|--|-------------|-------------------|
|     |     |  |             |                   |
| 4.5 |     | COMPOST (CU, YD.)                          |             | \$405.00          |
| 92  |     | STEEL EDGING 4" (PER FOOT)                 |             | \$644.00          |
| 4   |     | BULL ROCK 2-4" (1.35TONS=1 CU. YD.)        |             | \$600.00          |
| 155 |     | JASMINE ASIAN 1GAL                         |             | \$930.00          |
| 1   |     | SITE PREP/REMOVAL OF EXISTING MULCH & SOIL |             | \$300.00          |
| .18 |     | LANDSCAPE FABRIC (3' X 250')               |             | \$63.00           |
| 8   |     | RAINBIRD 1812 POP-UP                       |             | \$102.00          |
| 4   |     | LABOR (2 MAN CREW) PER HOUR                |             | \$300.00          |
| 4   |     | MULCH - BLACK (CU.YD.)                     |             | \$260.00          |
|     |     |  | Total for:  | <u>\$3,604.00</u> |
|     |     |  |             | <u>\$3,604.00</u> |
|     |     |  | Subtotal    | \$3,604.00        |
|     |     |  | Tax         | \$0.00            |

## Tax \$0.00 Freight Grand Total \$3,604.00

#### TERMS AND CONDITIONS:

This Contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_, 20 \_\_\_\_, by and between Silversand Services, Inc. "Contractor" and \_\_\_\_\_\_, "Client". Client agrees to pay Contractor the Contract Price of

in accordance with the Draw Schedule. Any alteration or deviation from the specifications in the Bid Proposal will be performed only upon execution of a written change order signed by Contractor and Customer, and must be paid in full prior to work being performed. \_\_\_\_\_ (INT.)

The Contract Price shall be adjusted to reflect any increase or decrease due to the change order.

Layout in the field will have precedence over the drawing, as adjustments are needed to accommodate drainage and existing trees. Bid has precedence over drawings. Not responsible for all preexisting underground elements.

#### Limited Warranty:

1. Landscape Plants & Construction and also for Interior Plantings: Company agrees to repair or replace plants and construction that fail within the first twelve months of installation. Failures are defined as unsatisfactory growth and structural failures except for defects resulting from abuse, lack of proper maintenance, neglect and incidents that are outside the company's control.

2. Holiday Decorating and Containers for Interior & Exterior Landscape, Irrigation Products, Light Fixtures and Pool Equipment::Company provides the manufacturer's limited warranty against defects in material or workmanship.

| Payment Schedule<br>\$3,604.00                                     | Total Due on Completion   |          |        |
|--|---|----------|--------|
| Approval Signature:<br>Silversand Serv<br>2827 Barker Cypress - Ho | Pricing <b>is good</b> for 30 days from Date of Proposal<br>víces<br>uston, Texas <b>77084 -</b> phone: 713-722-0336 fax: |          |        |
|  |   | Initial: | Page 1 |

Estimate ID: 47900 Date: 4/12/2019 Sales Rep: Mel Reist

PROPOSAL Division: Landscape Type: Purchase

#### **Project Description:**

Proposal for adding bermuda seed to areas trenched due to addition of master valve/flow meter as well as the areas damaged due to shade structure work at playground.

| Price    | Part Number | Description            | Qty U/M |
|----------|-------------|------------------------|---------|
| \$500.00 |             | BERMUDA SEED 50 LB BAG | 1       |
| \$500.00 | Total for:  |                        |         |
| \$500.00 |             |                        |         |
| \$500.00 | Subtotal    |                        |         |
| \$0.00   | Тах         |                        |         |
|          | Freight     |                        |         |
| \$500.00 | Grand Total |                        |         |

#### **TERMS AND CONDITIONS:**

\_, by and between Silversand Services, Inc. "Contractor" This Contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ . 20 "Client". Client agrees to pay Contractor the Contract Price of and in accordance with the Draw Schedule. Any alteration or deviation from the specifications in the Bid Proposal will be performed only upon execution of a written change order signed by Contractor and Customer, and must be paid in full prior to work being performed. (INT.)

The Contract Price shall be adjusted to reflect any increase or decrease due to the change order.

Layout in the field will have precedence over the drawing, as adjustments are needed to accommodate drainage and existing trees. Bid has precedence over drawings. Not responsible for all preexisting underground elements.

#### Limited Warranty:

1. Landscape Plants & Construction and also for Interior Plantings: Company agrees to repair or replace plants and construction that fail within the first twelve months of installation. Failures are defined as unsatisfactory growth and structural failures except for defects resulting from abuse, lack of proper maintenance, neglect and incidents that are outside the company's control.

2. Holiday Decorating and Containers for Interior & Exterior Landscape, Irrigation Products, Light Fixtures and Pool Equipment::Company provides the manufacturer's limited warranty against defects in material or workmanship.

**Payment Schedule** 

\$500.00 Total Due on Completion

Approval Signature: -

Date:

Silversand Services Pricing is good for 30 days from Date of Proposal 2827 Barker Cypress - Houston, Texas 77084 - phone: 713-722-0336 fax: 713-722-8160

Initial: \_\_\_\_\_

Oakmont Utility District - 4195 W. Rayford @ Gosling Spring, TX Tina DeAses;

Silversand Services

Estimate ID: 47927

Date: 4/15/2019 Sales Rep:

#### PROPOSAL **Division: Landscape** Type: Purchase

Mel Reist

#### **Project Description:**

Proposal to add drain basins next to the pool patio deck between buildings and under new shade structure to help alleviate standing water in the turf next to this area. Drainage will be tied into the gutter down spout drain on side of new building. Additional bermuda sod will be used in areas needed around the recreation center.

| Qty | U/M | Description                    | Part Number | Price             |
|-----|-----|--------------------------------|-------------|-------------------|
| 2   |     | CATCH BASIN 8"                 |             | \$200.00          |
| 39  |     | SDR DRAINAGE (L.F.) 4" 4SDR    | 4SDR        | \$643.50          |
| 1   |     | PALLET - BERMUDA SOD           |             | \$350.00          |
| 1   |     | LABOR TO GRADE                 |             | \$150.00          |
| 1   |     | LABOR TO TIE INTO GUTTER DRAIN |             | \$200.00          |
| 1   |     | 4" Y ADAPTER                   |             | \$16.59           |
|     |     |                                | Total for:  | <u>\$1,560.09</u> |
|     |     |                                |             | <u>\$1,560.09</u> |
|     |     |                                | Subtotal    | \$1,560.09        |
|     |     |                                | Tax         | \$0.00            |
|     |     |                                | Freight     | ÷                 |
|     |     |                                | Grand Total | \$1,560.09        |

#### TERMS AND CONDITIONS:

20\_\_\_\_\_, by and between Silversand Services, Inc. "Contractor" "Client". Client agrees to pay Contractor the Contract Price of This Contract is entered into on this \_\_\_\_ \_\_\_ day of \_\_\_\_ and

in accordance with the Draw Schedule. Any alteration or deviation from the specifications in the Bid Proposal will be performed only upon execution of a written change order signed by Contractor and Customer, and must be paid in full prior to work being performed. \_\_\_\_\_ (INT.)

The Contract Price shall be adjusted to reflect any increase or decrease due to the change order.

Layout in the field will have precedence over the drawing, as adjustments are needed to accommodate drainage and existing trees. Bid has precedence over drawings. Not responsible for all preexisting underground elements.

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2. Holiday Decorating and Containers for Interior & Exterior Landscape, Irrigation Products, Light Fixtures and Pool Equipment::Company provides the manufacturer's limited warranty against defects in material or workmanship.

**Payment Schedule** 

\$1,560.09 Total Due on Completion

Approval Signature:

Silversand Services Pricing is good for 30 days from Date of Proposal 2827 Barker Cypress - Houston, Texas 77084 - phone: 713-722-0336 fax:

Date: \_\_\_\_

Initial:

Page 1

Oakmont Utility District - 4195 W. Rayford @ Gosling Spring, TX Tina DeAses;

Silversand

PROPOSAL Division: Landscape Type: Purchase Estimate ID: 48015 Date: 4/19/2019 Sales Rep: Mel Reist

Project Description:

Proposal to stake 6 of the new trees at west detention pond that are leaning due to high winds.

| Qty       | U/M           | Description       |        |      |               |                    | Part Number              | Price    |
|-----------|---------------|-------------------|--------|------|---------------|--------------------|--------------------------|----------|
|           |               |                   |        |      |               |                    |                          | 34       |
| 6         |               | TREE STAKING      |        |      |               |                    |                          | \$300.00 |
|           |               |                   |        |      |               |                    | Total for:               | \$300.00 |
|           |               |                   |        |      |               |                    |                          | \$300.00 |
|           |               |                   |        |      |               |                    | Subtotal                 | \$300.00 |
|           |               |                   |        |      |               |                    | Тах                      | \$0.00   |
|           |               |                   |        |      |               |                    | Freight                  |          |
|           |               |                   |        |      |               |                    | Grand Total              | \$300.00 |
| TERMS A   |               | ITIONS:           |        |      |               |                    |                          |          |
| This Cont | tract is ente | ered into on this | day of | , 20 | by and betwee | en Silversand Serv | vices, Inc. "Contractor" |          |

in accordance with the Draw Schedule. Any alteration or deviation from the specifications in the Bid Proposal will be performed only upon execution of a written change order signed by Contractor and Customer, and must be paid in full prior to work being performed. \_\_\_\_\_ (INT.)

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Layout in the field will have precedence over the drawing, as adjustments are needed to accommodate drainage and existing trees. Bid has precedence over drawings. Not responsible for all preexisting underground elements.

#### **Limited Warranty:**

and

1. Landscape Plants & Construction and also for Interior Plantings: Company agrees to repair or replace plants and construction that fail within the first twelve months of installation. Failures are defined as unsatisfactory growth and structural failures except for defects resulting from abuse, lack of proper maintenance, neglect and incidents that are outside the company's control.

"Client". Client agrees to pay Contractor the Contract Price of

2. Holiday Decorating and Containers for Interior & Exterior Landscape, Irrigation Products, Light Fixtures and Pool Equipment::Company provides the manufacturer's limited warranty against defects in material or workmanship.

Payment Schedule

\$300.00 Total Due on Completion

Approval Signature:

Silversand Services 2827 Barker Cypress - Houston, Texas 77084 - phone: 713-722-0336 fax: Date:

Initial:

Page 1

Oakmont Utility District - 4195 W. Rayford @ Gosling Spring, TX Tina DeAses:

Silversand Services

Estimate ID: 48032

Date: 4/22/2019 Sales Rep:

Mel Reist

PROPOSAL **Division: Landscape** Type: Purchase

#### **Project Description:**

Proposal to stake the leaning magnolia tree along north fence line of recreation center/pool and the oak tree in the circle island front of the recreation center.

| Qty U | J/M | Description           | Part Number | Price           |
|-------|-----|-----------------------|-------------|-----------------|
| 1     |     | MAGNOLIA TREE STAKING |             | \$75.0          |
| 1     |     | OAK TREE STAKING      |             | \$650.0         |
|       |     |                       | Total for:  | <u>\$725.00</u> |
|       |     |                       |             | \$725,0         |
|       |     |                       | Subtotal    | \$725.00        |
|       |     |                       | Тах         | \$0.00          |
|       |     |                       | Freight     |                 |
|       |     |                       | Grand Total | \$725.0         |

#### **TERMS AND CONDITIONS:**

\_\_\_\_, by and between Silversand Services, Inc. "Contractor" This Contract is entered into on this \_\_\_\_\_ day of \_\_\_ , 20 , "Client". Client agrees to pay Contractor the Contract Price of and

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**Payment Schedule** 

\$725.00 Total Due on Completion

Approval Signature: \_\_\_\_

Date:

Silversand Services Pricing is good for 30 days from Date of Proposal 2827 Barker Cypress - Houston, Texas 77084 - phone: 713-722-0336 fax: 713-722-8160

Initial:

**Greetings Ms. deAses** 

Per your request, please note the following proposals: 1- repair, caulk crown molding and window casings (in fitness center ), including where molding has separated from Sheetrock and paint. All Paint to be provided by management. \$585.00 2- clean mildew from the roof of the large building and clean rust from the roof of small building:\$ 775.00 3- in the pump room, scrape the ceiling and partial one wall. Install vinyl cover sheets on the entire ceiling and one partial wall. \$3,685.00

Thank you for your patronage.

Best regards, Ed Tchamanzar-MBA Realtor Mortgage Loan Originator NMLS 356-723 CEO-Construction Company Engineer Licensed Professional 281-731-3410



# **Exterior Proposal**

Job #: JOB-1240-3744 Date: 04/19/2019

| PREPARED FOR  |   | the second defines the second s |
|---|---|---|
| <ul> <li>Tina Deases</li> <li>Auburn Lakes Recreation</li> <li>25005 Northcrest Dr<br/>Spring, TX 77389</li> <li>PREPARED BY</li> </ul> | <b>%</b> (832) 326-9232                 | ■ lifestyle@texaspud.com  |
|   | S32-797-3938<br>Sygonzalez@certapro.com | Dale Busic<br>(281) 255-3697<br>dbusic@certapro.com<br>http://cypress.certapro.com<br>23902 FM 2978 Road, Suite A.<br>Tomball, TX 77375   |

Yasiris Gonzalez Commercial Sales Associate

#### PRICE SUMMARY

 Base Price:
 \$4,200.00

 Texas Sales Tax
 \$346.50

 Total:
 \$4,546.50

 Balance
 \$4,546.50

#### **PROJECT SUMMARY**

- 1. Powerwash, scrape loose paint, apply rust inhibiting gem, spot prime and apply two coats of Sherwin Williams, Bondplex, in the color Tricorn Black on all fence railings and gates.
- 2. Scrape, prep and apply Inslx-x Waterborne Swimming Pool Paint, Semi-Gloss on Mushroom stems

#### **PROJECT DETAILS**

#### SET-UP

CUSTOMER TO:

CERTAPRO WILL COVER & PROTECTWalkway

Full Worker's Compensation Coverage

\$2 Million General Liability & \$1 Million Vehicle

**CERTAPRO WILL** 

#### **EXCLUSIONS**

#### PREPARATION

· Caulk previously caulked gaps and cracks

· Scrape loose and peeling paint

· Spot prime where bare wood

#### STANDARD LEVEL OF PREP

Unless stated otherwise in pictures and/or text in this proposal, this project is priced to include our standard level of prep. This includes the following:

- Power Wash and/or wipe down surfaces being painted.

- Scrape and sand loose and peeling paint. Please Note\*\* Scraping and sanding will not result in a smooth finish. There will be ups and downs where paint was removed.

- Spot priming bare wood and metal in areas being painted. We do not spot prime areas being stained.

- Caulking and using bondo and wood filler as needed. We only caulk areas that were previously caulked and are missing or failing. We only remove caulking that is failing.

- Masonry Patching where needed. Please Note\*\* Masonry patching will not mimic the current texture of the masonry surface perfectly.

This level of prep DOES NOT include (Unless specified otherwise in this proposal) the following:

- Wood replacement that is not specifically identified.
- Removal from your property of excessive trash (removed gutters, large amounts of wood, etc.)
- Full recaulking if caulk is not failing or missing.
- Re-Caulking around Windows that are bordered by brick (Unless specifically added to your project)
- Stripping existing surface coating.

#### **CLEAN-UP**

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference. Upon Completion: All tools, supplies & equipment will be removed from the property.

#### **ADDITIONAL NOTES**

#### **PAYMENT METHODS:**

We accept checks and credit cards. The credit cards we accept are Visa, MasterCard, Discover and American Express. If paying with check, please provide check made out to **CertaPro Painters** to the Job Site Supervisor assigned to your project. If paying by credit card please contact our office at 281-255-3697 or contact your Sales Representative or Operations Manager.

#### **PAYMENT TERMS:**

Payment in full is required upon project completion. For projects over \$5,000.00, an initial payment of 25% will be required at the start of your project. The balance of payment in full is due upon completion of the project. Projects not Paid in Full within 2 calendar days of completion may incur a \$50.00 late payment fee. Projects not paid in Full within 15 days of completion will incur a late fee of 1.5% of the project total. An additional 1.5% fee will be charged for each 30 day period thereafter that the project is not paid in full. It is the responsibility of our customer to contact us to pay for their project in full upon completion.

#### SIGNATURES

Authorized Franchise Representative Signature

Date

PAYMENT

Payment is due: In full upon job completion

#### **DECLARATION OF CONTRACT**

(I/We) Have read the terms stated herein, they have been explained to (me/us) and (I/we) find them to be satisfactory, and herby accept them.

#### **Customer Signature**

Date

#### **ADDENDUM - ALL PICTURES**







General

General

General



General

#### **DEFINITIONS AND CONDITIONS OF THIS CONTRACT**

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

#### **ATTENTION CLIENT:**

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

#### NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller Dale Busic

DATE OF TRANSACTION\_\_\_\_\_ NOT LATER THAN MIDNIGHT OF\_\_\_\_\_

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

# **Pool Networking**

a proposal for



281-796-8809 lifestyle@texaspud.com 25005 northcrest Dr spring, Texas, 77375

Prepared on 02/05/2019 by John Bates (832) 233-2478



## About Us

Grand Slam A/V and Security is your expert partner for home automation, security and comfort. Through connected systems and creative solutions, we give you on-demand access to music and media, simplify your home and business systems, and help you protect what matters most. Best of all, we can provide you full access and control over your system from your smartphone.

# Areas & Items

## **Pool Networking**

| ltems |                                 |                            | Unit Sell                 | Total    |
|-------|---------------------------------|----------------------------|---------------------------|----------|
| *     | <b>Avycon</b><br>PROF WI-FI CPE | ANCP3005Q<br>NTWK BRDG,POE | \$150.00<br>Qty: <b>2</b> | \$300.00 |
| °/c   | Labor                           | Installation               | \$175.00<br>Qty: <b>1</b> | \$175.00 |

Pool Networking Total : \$475.00

# **Financial Summary**

|   | Grand Total                      | \$514.19 |
|---|----------------------------------|----------|
| 2 | Tax (8.2500% on parts and labor) | \$39.19  |
|   | Total                            | \$475.00 |
|   | Labor Total                      | \$175.00 |
|   | Parts Total                      | \$300.00 |

## **Payment Schedule**

50% due upon approval, 30% due at start, 20% due at completion.

All payment types accepted. A 3% processing fee will be added to credit card payments.



April 24, 2019

Dear Resident,

Oakmont Public Utility District (the "District") is providing this letter as notification that work will be taking place within the Pines Interceptor Swale (the "Swale") located behind your house. This work is estimated to begin on May \_\_\_\_\_, 2019 and will continue for approximately \_\_\_\_ days during the hours of \_\_\_\_\_ to \_\_\_\_. The District's vendor, Champions Hydro-Lawn will be completing this work, which will include removal of debris and unauthorized yard drains within the Swale.

This letter is being provided as a courtesy to inform you of the work to be completed and as a reminder that the area located behind your fence is District property that serves a very specific drainage purpose. Dumping of debris and installation of unauthorized yard drains can negatively impact the function of the Swale in an extreme rain event. The District will begin monitoring the Swale to identify those that are dumping debris or creating unauthorized yard drains. The future appearance of debris or yard drains may lead to a charge by the District for the removal or repairs needed due to such debris or drains.

If you are concerned about the removal of a yard drain that you may have installed, please call the District's Engineer, Nathaniel Jackson, at 713-389-1558 to discuss options that may be available to you.

Yours truly,

Ty Warren President, Board of Directors Oakmont Public Utility District



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Ty Warren Shaun Hebert Jennifer Smith Kerry Simmons David Diorion

- Uner

Time End 852 Others in attendance: Mel

4

Tammi · Jennifer Houston

Time Start 101 In Attendance:

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