

IMPORTANT: Any citizen attending a commission meeting may speak on any item on the agenda. If you wish to speak, please fill out the Speaker Request form. The Chair will recognize you and inform you as to the amount of time allotted to you. **The time granted will be dependent to some extent on the nature of the item under discussion, the number of people who wish to be heard, and the length of the agenda.**



AGENDA FOR STUDY SESSION

**ASHLAND PARKS & RECREATION COMMISSION
November 20, 2017
The Grove, Otte-Peterson Room
1195 E. Main Street**

7:00 p.m.

- I. CALL TO ORDER
- II. PUBLIC INPUT
- III. COMMUNITY GARDEN AND COST RECOVERY DISCUSSION (INFORMATION)
- IV. POOL UPDATE DISCUSSION (INFORMATION)
- V. BEACH CREEK UPDATE (INFORMATION)
- VI. BEAR CANS UPDATE (INFORMATION; POSSIBLE ACTION)
- VII. STAFF UPDATES
- VIII. EXECUTIVE SESSION PURSUANT TO ORS 192.660 (2)(e)
- IX. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Administrator's office at (541) 488-6002 (TTY phone number 1-800-735-2900). Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title I).

ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:

Mike Gardiner
Joel Heller
Rick Landt
Jim Lewis
Matt Miller



Michael A. Black, AICP
Director

541.488.5340
AshlandParksandRec.org
parksinfo@ashland.or.us

PARKS COMMISSIONER STAFF REPORT

TO: Ashland Parks and Recreation Commissioners
FROM: Michael Black, APRC Director
DATE: November 16, 2017
SUBJECT: November 20, 2017—APRC Study Session

The November Study Session is scheduled for Monday, November 20, 2017, at 7:00pm at The Grove, Otte-Peterson Room. The following topics are planned for discussion that evening.

I. Community Garden and Cost Recovery Discussion (Information)

Staff will discuss the community garden program and present cost recovery information. Gardens are operated at Ashland Creek Park, Scenic Park, Garden Way Park and Clay Street Park.

II. Pool Update (Information)

***Update:** Since the time we last met, I have had a chance to speak to both Phoenix and Ashland School districts. The intent of the meeting on Monday is to give further updates and talk more about the process of the pool funding and construction. Also, the format of the work session will allow for more discussion between the Commissioners and staff.

SUMMARY

Ashland Parks and Recreation Commission (APRC) has a desire to help facilitate the establishment of a new competitive swimming pool in Ashland to address the current lack in facilities for our citizens. Since the closure of the pool at Southern Oregon University, which was the primary competition swimming pool in Ashland, the School District swim teams (the “Teams”) as well as recreational swimmers, including Rogue Valley Masters (RVM), have struggled to find a suitable location in Ashland to train and exercise.

Home of Famous Lithia Park

In an effort to address the gap in pool availability to date, APRC has offered extended pool hours at Daniel Meyer Pool (the "Pool") for the Teams and RVM during the normal pool season and even a rental agreement with the Teams and RVM to allow training and exercise November-February in the off season. These measures are temporary, however, and a long-term solution is still being worked on.

Since early 2015 when the matter of the SOU pool closure was prioritized by the City and APRC, many different options have been considered to close the gap. APRC has considered adding a "bubble" to cover the Pool; an attempt was made to convince SOU and the Oregon State Legislature to prioritize this matter and fund the replacement of the SOU pool; neither option was found to be financially attainable. Other options, including working with the YMCA on a joint project, also did not result in a solution.

Only one option has held up and is still being evaluated. That option is to rebuild the Pool in place and include a seasonal enclosure to allow for year-round use. This memo is for the purpose of updating the Commissioners on the rebuild option.

BACKGROUND

Capital Budget

Staff has been working with several potential contractors to determine a capital budget for the expansion of the Pool. The elements being considered as part of the rebuild include:

1. Total replacement of the existing pool with a 25 yards x 25 meter competition pool.
2. The addition of a separate smaller pool to function as an additional warm water pool for exercise and recreation.
3. Parking lot expansion, potentially on the Walker School Property, with additional off-street parking along Hunter Avenue.
4. The addition of a seasonal tent – similar to the ice rink tent – to enclose the Pool during the winter months for year-round swimming.
5. HVAC systems for the new enclosure.
6. Increased accessibility through direct sidewalk routing to the Senior Center and the existing restrooms in Hunter Park.

Expanding the pool as described above **does not physically impact the Senior Center**. In fact, some benefits for the Senior Program should be realized through the improvement of the Pool. For instance, a direct path from the center to the Pool could be facilitated to allow for increased access to the Pool by patrons of the center. Additionally, with the warm water pool and expanded lap swimming capacity, the Pool will allow for increased recreation activities for seniors.

Staff has been working with Anderson Pool Works to define the scope of the project and a budget. The following is a representation of the draft budget with today's information and quotes:

Contractor	Purpose	Status	Total Estimated Budget
Engineer	Design, Plans Permits	need estimate	\$ 100,000.00
Myrtha and Pool Cont.	Pool	estimate rcvd. anderson	\$ 1,475,000.00
Mech. Contractor	Mechanical, Elec. Plumbing	estimate rcvd. anderson	\$ 125,000.00
Civil Contractor	Demo, Earth and Flatwork	estimate rcvd. anderson	\$ 300,000.00
Civil Contractor	Parking Lot	estimate rcvd. anderson	\$ 325,000.00
Creative Tent Int.	Tent	estimate rcvd.	\$ 600,000.00
HVAC	HVAC Unit		\$ 125,000.00
N/A	Contingency		\$ 450,000.00
TOTAL REQUIREMENTS			\$ 3,500,000.00

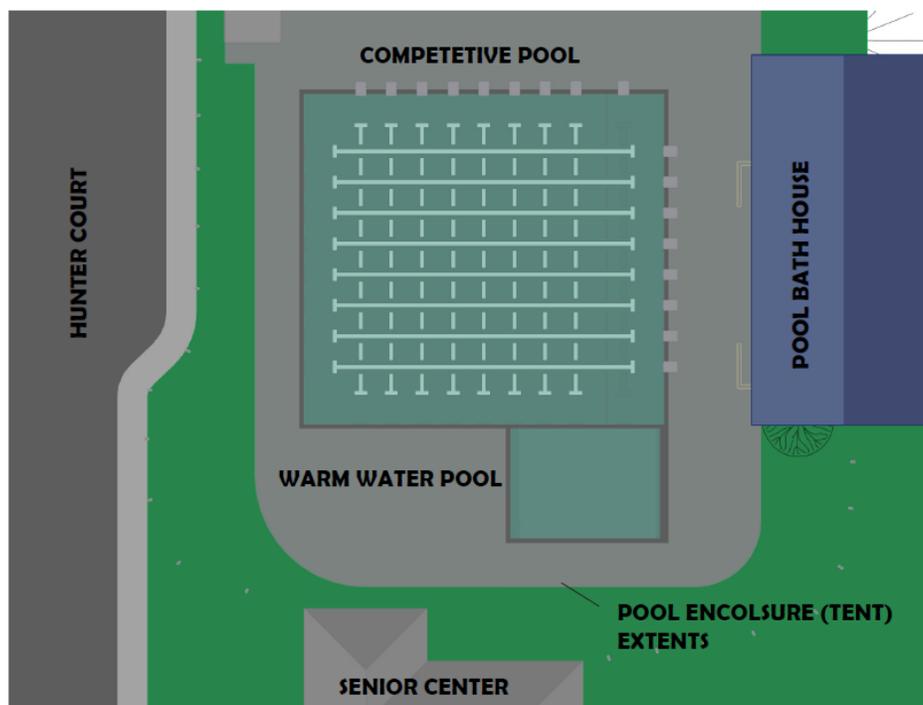
The details of the table above are located in the attachments.

To date, we have been able to receive representative quotes; however, construction prices have risen over the past few months and it is possible that there will be an increase from the quotes above. I have increased the contingency to account for this potential.

Pool

As mentioned above, the Pool could be expanded to 25 yards x 25 meters with a depth that would allow for race diving and water polo games. The current pool measures 25 yards x 15 yards and has six lap lanes but is too shallow for diving and water polo.

A larger, deeper pool will allow for more official swim meets as well as official water polo matches. The current concept for the design of the Pool is located below:



Operations and Maintenance

With the help of Anderson Pool Works, we have the following estimate for the ongoing operations and maintenance of the Pool:

Daniel Meyer Pool Operating Costs with the New Pool

	Units		Unit Cost	Total
Utilities				
water	730,000.00	gallons	\$ 0.01	\$ 3,650.00
natural gas	1	year	\$ 25,000.00	\$ 25,000.00
Electricity	1	year	\$ 40,000.00	\$ 40,000.00
Total Utilities				\$ 68,650.00
Chemicals				
Chlorine	1	year	\$ 18,000.00	\$ 18,000.00
Muriatic Acid	1	year	\$ 10,000.00	\$ 10,000.00
CO2	1	year	\$ 5,000.00	\$ 5,000.00
Sodium Bicarbonate	1	year	\$ 7,200.00	\$ 7,200.00
Calcium Chloride	1	year	\$ 2,500.00	\$ 2,500.00
Cyanuric Acid	1	year	\$ 1,200.00	\$ 1,200.00
Total Chemicals				\$ 43,900.00
Concessions and Supplies	1	year	\$ 12,000.00	\$ 12,000.00
Total Concessions and Supplies				\$ 12,000.00
Periodic Maintenance				
Filtration Media Replacement	3	times	\$ 150.00	\$ 450.00
UV System Re-lamping	1	year	\$ 3,500.00	\$ 3,500.00
Pumping Equipment Maint.	1	year	\$ 500.00	\$ 500.00
Heating Equipment Maint.	1	year	\$ 1,000.00	\$ 1,000.00
Chemical Control System Maint.	1	year	\$ 750.00	\$ 750.00
Total Periodic Maintenance				\$ 6,200.00
Operations Personnel				
Ashland Parks and Recreation	100	days	\$ 1,265.00	\$ 126,500.00
School District	180	days	\$ 158.13	\$ 28,462.50
Clubs (RVM, SOA, Sharks)	85	days	\$ 158.13	\$ 13,440.63
Clubs Partial (RVM, SOA, Sharks)	180	days	\$ 39.53	\$ 7,115.63
Total Operations and Personnel				\$ 175,518.75
Yearly Grand Total				\$ 306,268.75

The current cost to operate the Pool is about \$165,000-\$175,000 per season. The revenue recovery rate is about 50%.

At this time, we have identified three distinct user groups who would be responsible for these costs, those groups are:

1. APRC (Lap Swimming, Lessons, Activities, Rec Swim)
2. Ashland and Phoenix-Talent School Districts (Teams)
3. All Other Special Users (RVM, Sharks, Club Sports)

One quick analysis resulted in the following possible distribution of expenses per user:

1. APRC – 50% (\$191,875)
2. Ashland and Phoenix-Talent School Districts – 35% (\$74,225)
3. All Other Special Users – 15% (\$40,168)

I based the percentages on a combination of impact of use, term of use and the expenses related to those uses. This is a conceptual analysis and would be revised as talks continue with all of the users. These are not the final numbers or final percentages of responsibility.

BUDGET IMPACT

The budget impact would be twofold – CIP, which would be one lump payment for the total construction of the facility, which is estimated to be \$3,500,000. The CIP budget for this project is \$3,250,000. The anticipated revenue source for the CIP expense is through a General Obligation Bond. A GO Bond is a method of issuing bonds with the backing of tax revenue to repay the debt. These kinds of bonds require an election vote to enact.

The second area of impact is the ongoing operations and maintenance. The current cost to run the Pool by APRC is about \$175,000 per year. The estimated total cost for the new pool per year is \$306,000.

If the percentages for the distribution of the expenses from above were used, the cost of the Pool could be covered by the three main users, including APRC, and the revenue that would be required from each user would be as follows:

1. APRC – \$191,875
2. Ashland and Phoenix-Talent School Districts – \$74,225
3. All Other Special Users – \$40,168

With the expansion of the Pool and the opportunity to increase activity for APRC alone, we feel that revenue would increase proportionally with the cost and the cost recovery would still be about 50%. Without the increase in revenue from the school districts and other users, it will not be possible to cover expenses according to the current analysis.

STAFF RECOMMENDATION AND REQUESTED ACTION

Staff is seeking guidance on the direction of the Pool project regarding the conceptual design of the Pool and the anticipated funding sources as proposed in this memo. ***Update: staff is asking**

the Commissioners to review this information further so that we can discuss the matter at the work session. Staff will also give an update of the meetings with the school districts, which are taking place on November 17, 2017.

ATTACHMENTS

- Anderson Pool Works Estimate on Capital Improvement
- 3D renderings of Pool with Enclosure
- APRC Capital Budget Worksheet
- APRC CIP Budget Estimates
- Anderson Pool Works Estimate on Operations and Maintenance Costs
- APRC Operations Budget Worksheet
- Creative Tent Quote on 120x120 enclosure
- 120x120 Tent Enclosure Perspective

III. Beach Creek Estimate Update (Information)

Due to staff illness, an update was not available for the study session memo. An update will be provided at the study session on Monday, November 20.

IV. Bear Cans Update (Information; Possible Action)

*Update: Since the time we met at the October regular meeting, staff has had the opportunity to review the budget for Beach Creek further and evaluate the potential remaining items for restoration of the upper and lower projects. Parks Superintendent Jeff McFarland will give an update of the potential costs of the projects, which is similar to what we had proposed in the following memo. Staff will be making a recommendation to fund \$25,000-\$30,000 of bear resistant cans with the saving from the Beach Creek project.

SUMMARY

Several months ago, the Commissioners asked staff to review options to place bear-resistant trash cans in Lithia Park. This direction was given following a string of vandalism by bears in the park. It is assumed that bear-resistant cans could reduce the amount of damage done to trash cans in the park, discourage bears from entering the park for food and reduce the litter and cleanup required after bears attack our garbage cans.

BACKGROUND

It is a somewhat common occurrence in Lithia Park to see the evidence of wildlife or to see the wildlife itself. Of those most destructive, bears are close to the top of the list. Bears have a tendency to seek out food that is easily accessible and garbage cans are easy prey. Currently Lithia Park has nearly 70 active garbage cans and none of the cans are protected from bear attacks. The only exception is the main dumpster in the park, which has a metal locking lid that is bear resistant.

At this time, staff is proposing to add 25 bear-resistant trash cans to the park to replace 25 of the most vulnerable trash cans. The following is a list of the areas where these cans are located:

1. Bandshell/Enders
2. Third Parking Lot
3. Hillside Picnic Area
4. Cotton Picnic Area
5. Waterline Trail
6. Loop Road (Glenview)
7. Duck Pond, Upper
8. Lithia Playground
9. Duck Pond, Lower
10. Sycamore Grove
11. Reservoir Swim Area

Staff is proposing to purchase 25 bear-resistant double trash can enclosures. The double enclosures allow for both garbage and recycling at the same location.

BUDGET IMPACT

The cost to purchase 25 bear-resistant double trash can enclosures is estimated to be \$1,200 per can for the enclosure and the cost of installation, which may require site preparation. The total budget requirement for 25 cans is \$30,000.

This expense was not budgeted in the CIP and therefore would require a funding stream that was not identified when the budget was adopted. Staff recently finished the Beach Creek project, which was funded in the CIP. The total project came in well under budget and the total savings is estimated to be more than \$50,000. Of the \$50,000 savings, \$20,000 should be reserved for additional work that will be required on Beach Creek due to erosion downstream from the recent project. With that amount being reserved, the available amount from the estimated savings on the Beach Creek project is \$30,000.

Staff is proposing that \$30,000 from the savings on the Beach Creek project be allocated to purchase the bear-resistant cans.

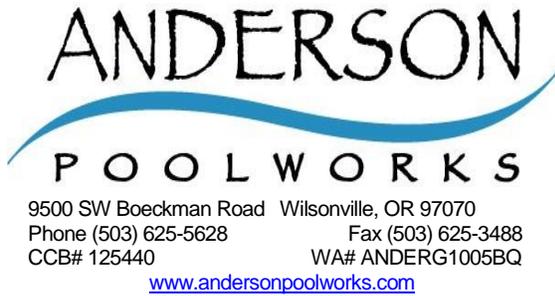
STAFF RECOMMENDATION AND REQUESTED ACTION

Staff recommends that the Commissioners approve a motion to allocate \$30,000 from the savings on the Beach Creek project be allocated to purchase the bear-resistant cans.

ATTACHMENTS

- Budget worksheet for the Beach Creek Project
- Bear Saver, Bear-Resistant Cans Information

To: Mike Mintenko
From: Dana Anderson
CC:
Date: 4/28/2017
Re: Daniel Meyers Pool Replacement
Cost Estimate



We have prepared our proposed scope of work and estimated pricing for the Daniel Meyers Pool Replacement, located at in Ashland, detailed as follows:

Project Description:

Demolish existing swimming pool and construct an eight lane, 25 yard x 25 meter x up to 6' deep lap pool with 35' x 35' recreational swimming area. Specification for budgeting purposes includes current industry-standard equipment and Myrtha Classic Competition pool system.

Proposed scope of work:

Construction:

1. Provide and install PVC pool system piping.
2. Put all piping under pressure test using water until pool deck concrete flatwork is complete.
3. Provide and install concrete formwork, reinforcing steel, and concrete for pool base slab.
4. Install Myrtha Classic Competition wall, buttress, rim flow gutter, and floor membrane system.
 - a. Five sets of recessed steps with stainless steel handrails.
 - b. Myrtha gutter grating.
 - c. Two main drains.
 - d. 45 floor inlets.
 - e. Eight 75' race strips (painted acrylic).
 - f. 16 Targets (painted acrylic).
 - g. 18 Low Profile lane line anchors.
5. Construct underground pool surge tank with access lid, ladder, modulating float valve, and water level sensor.

Pumping/Filtration/Heating/Treatment System:

1. Provide and install equipment:
 - a. Filtration/circulation pump with variable flow drive.
 - b. Regenerative media filtration system.
 - i. RMF controller.
 - ii. Filtration media charge system.
 - c. Chemical monitoring and automated feed systems:
 - i. Sodium or Calcium Hypochlorite.
 - ii. Muriatic acid.
 - iii. CO2.
 - d. Ultraviolet (medium pressure) disinfection system.
 - e. Natural gas-fired pool heater.
 - f. Flow meters, pressure and vacuum gauges, valving.
2. Provide and install all piping and valving with hangers and seismic bracing.

Deck Equipment and Embeds:

1. Provide and install deck equipment and related embeds for concrete deck:
 - a. Eight competition starting blocks.
 - b. Two lifeguard chairs.

- c. Nine floating lane lines with rolling storage reel.
- d. Competition marker stanchions.
2. Provide backstroke

Safety and Maintenance Equipment:

1. Provide safety equipment:
 - a. Two ring buoys with extension rope.
 - b. Two life hooks and poles.
 - c. Two spine boards.
 - d. Two first aid kits.
 - e. Two rescue tubes.
 - f. One eyewash station.
 - g. One dispenser (contains 10 pr.) of safety glasses.
 - h. Two bag valve masks.
2. Provide maintenance equipment:
 - a. Two portable thermometers.
 - b. Wall/floor brush with extendable pole.
 - c. Portable vacuum cart with hose and vacuum head.
 - d. Two water test kits.

Commissioning:

1. Competition course length certification.
2. Initial fill of chemical storage containers.
3. Initial water treatment.
4. Two four-hour operator training sessions.
5. One week of operation and balancing.

Estimated price for scope of work and equipment detailed above:

\$1,475,000.00

Alternate:

1. 35ft Myrtha SS Flow-through bulkhead (stationary).
2. 20 PVC painted targets and ten 82ft painted race strips.

\$112,750.00

Items not included:

1. Design, engineering, Oregon stamp, for pool/decks/systems/enclosure; **Estimate: \$35,000.00**
2. Payment/performance bonds.
3. City or County building department plan review and permit fees.
4. County Health department plan review and permit fees; **Estimate: \$3,000.00**
5. Demolition; **Estimate: \$100,000.00**
6. Earthwork; **Estimate: \$90,000.00**
 - a. Erosion control.
 - b. Excavation, trenching.
 - c. Subgrades and backfill.
7. Concrete pool deck flatwork (embeds will be set to grade, flatwork contractor to protect during flatwork pours), 4,240sf, broom finish, with drains; **Estimate: \$59,360.00**

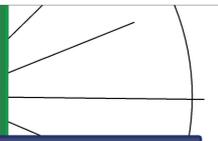
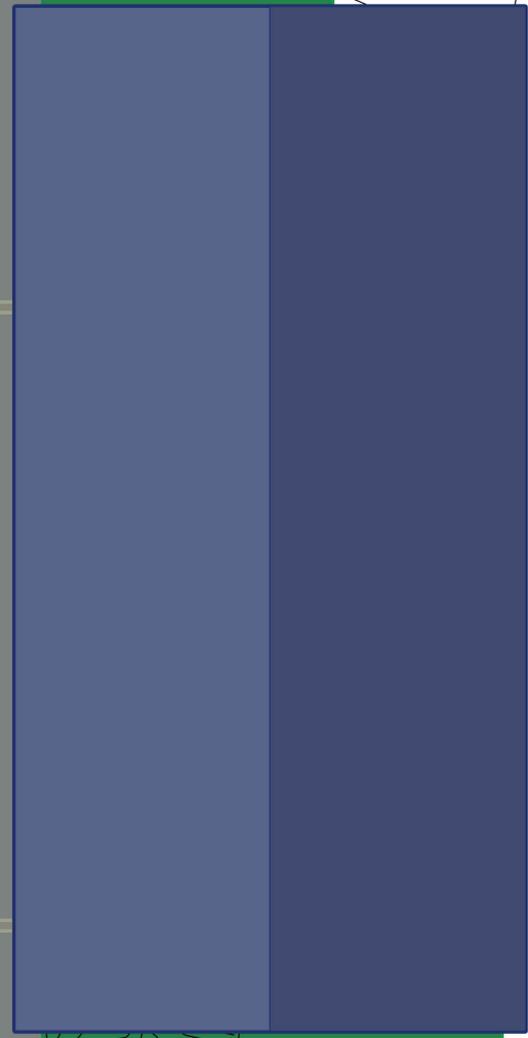
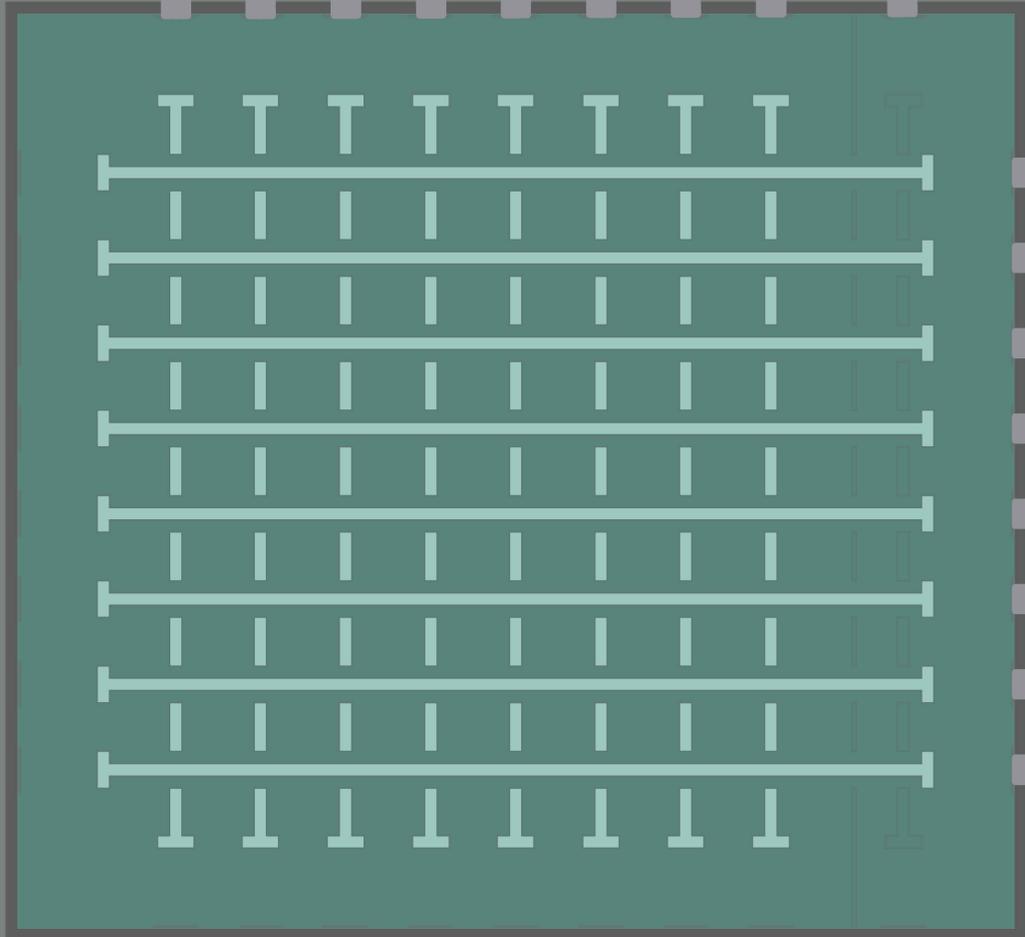
8. Safety fencing with gates (must be 48" minimum); **Estimate: \$38,000.00**
 9. MEP; **Estimate: \$75,000.00**
 - a. Mechanical
 - i. Heater/boiler connections.
 - ii. Natural gas supply.
 - b. Electrical
 - i. Service/subpanel.
 - ii. Wiring/connections.
 - iii. Bonding for all metallic items in and around pool.
 - c. Plumbing
 - i. Potable water supply.
 - ii. RBPB.
 - iii. Sanitary sewer.
-

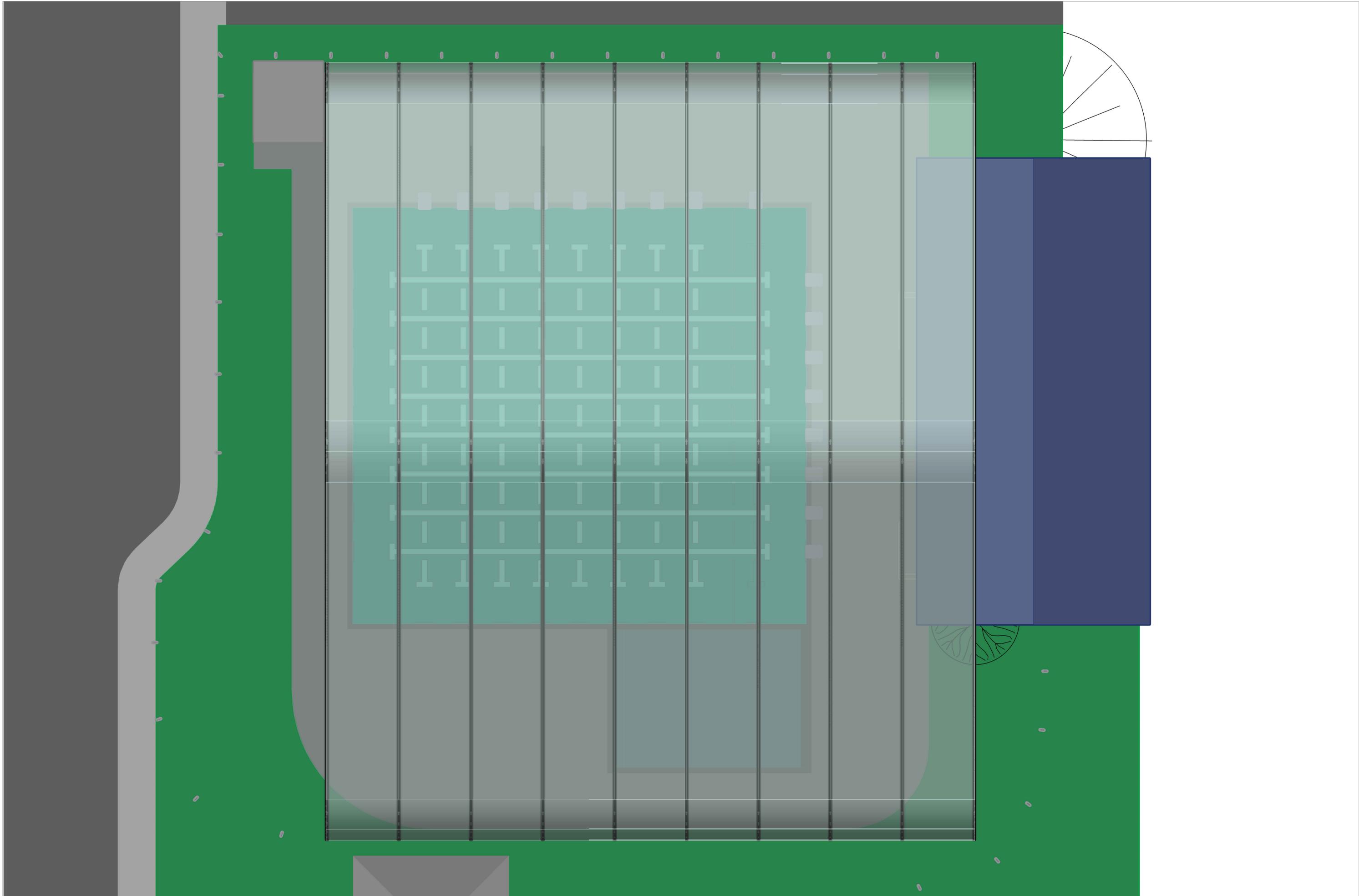
Clarifications:

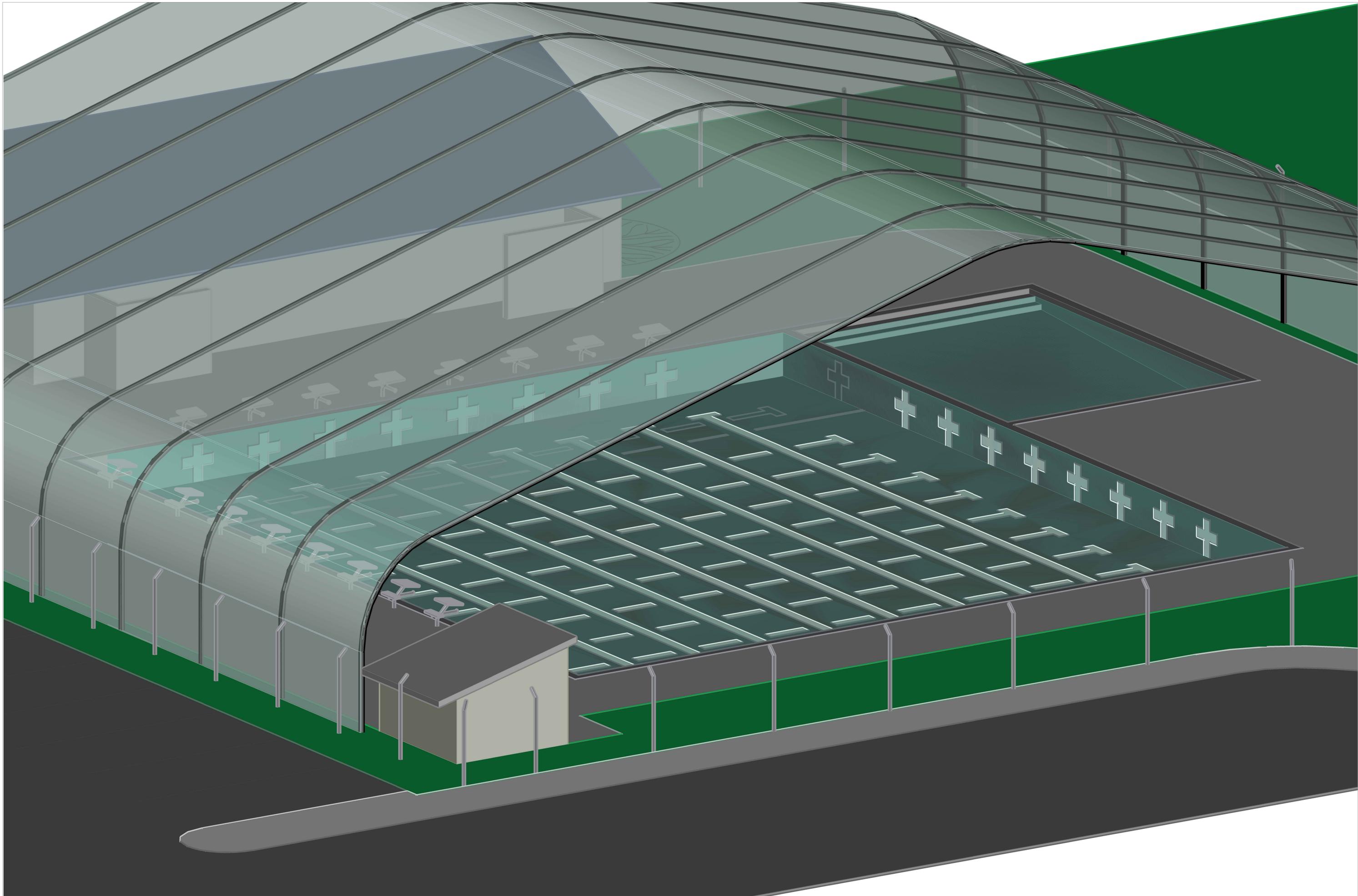
1. BOLI wages are included.
 2. Warranties:
 - a. 25 year for Myrtha wall and structural components.
 - b. 10 year for Myrtha floor membrane.
 - c. 1 year for all other components and work.
-

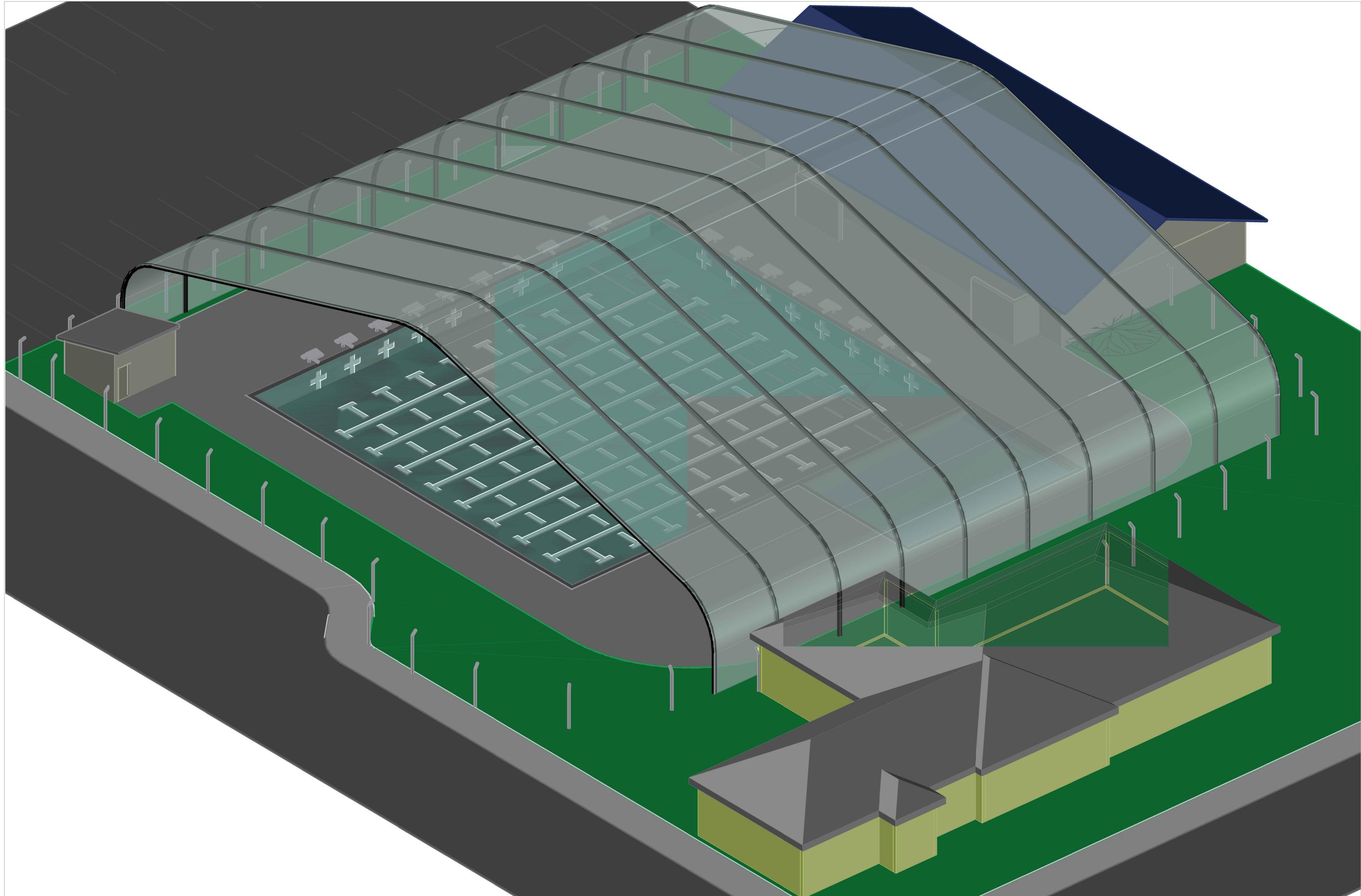
We appreciate the opportunity to provide this scope/price proposal and work with you. Please let us know if you are in need of any clarifications, scope change, or additional information.

**Thank you,
Dana Anderson, CBP
President,
Anderson Poolworks,
The Anderson Group, Inc.**









	Contractor	Purpose	Status	Total Estimated Budget
<u>CONSTRUCTION</u>				
Documents:	Engineer	Design, Plans Permits	need estimate	\$ 100,000.00
	Myrtha and Pool Cont.	Pool	estimate rcvd. anderson	\$ 1,475,000.00
	Mech. Contractor	Mechanical, Elec. Plumbing	estimate rcvd. anderson	\$ 125,000.00
	Civil Contractor	Demo, Earth and Flatwork	estimate rcvd. anderson	\$ 300,000.00
	Civil Contractor	Parking Lot	estimate rcvd. anderson	\$ 325,000.00
	Creative Tent Int.	Tent	estimate rcvd.	\$ 600,000.00
	HVAC	HVAC Unit		\$ 125,000.00
	N/A	Contingency		\$ 450,000.00
			TOTAL REQUIREMENTS	<u>\$ 3,500,000.00</u>



	RESOURCE ACCOUNT CODE
--	------------------------------

FUNDING SOURCES

	BUDGETED
<u>PROJECT SUMMARY</u>	
PROJECT RESOURCES	
PROJECT EXPENSES	\$ 3,500,000.00
PROJECT BALANCE	<u>\$ (3,500,000.00)</u>

2017-19 CIP Estimates - Updated April 6, 2017

Description	2017/19 Budget Proposal	FY 2017-18				FY 2018-19				2017/19 Grand Total
		F&B	SDC	Other (grant/ bond)	2017-18 Totals	F&B	SDC	Other (grant/ bond)	2018-19 Totals	
Repair Perozzi Fountain @ Lithia Park	70,000				-	70,000			70,000	70,000
Calle Guanajuato Improvements (Bond Repayment)	80,000	40,000			40,000	40,000			40,000	80,000
Garfield Park Water Play and Park Upgrade (bond repayment)	200,000	100,000			100,000	100,000			100,000	200,000
Lithia Park Master Plan	230,000	230,000			230,000				-	230,000
Second Dog Park Construction	265,000	265,000			265,000				-	265,000
Project Manager	120,000	60,000			60,000	60,000			60,000	120,000
Land Acquisition**	1,815,000	165,000	275,000	475,000	915,000		100,000	800,000	900,000	1,815,000
ACP Public Works Requirement	35,000				-	35,000			35,000	35,000
Winburn Sidewalk	25,000	25,000			25,000				-	25,000
Trails and Open Space Comp Plan Update	30,000	30,000			30,000				-	30,000
Sub-total New Projects	2,870,000	915,000	275,000	475,000	1,665,000	305,000	100,000	800,000	1,205,000	2,870,000
Daniel Meyer Pool - Rebuild and Cover	3,250,000			3,250,000	3,250,000				-	3,250,000
North Mountain Park Nature Play Area	165,000	15,000			15,000			150,000	150,000	165,000
Master plan for Park Shop/Yard Areas; Dog Parks; Skateboard Park	75,000				-	75,000			75,000	75,000
Neighborhood Park Development (replacement of YMCA)	750,000			750,000	750,000				-	750,000
Oak Knoll Improvements (Irrigation)	70,000	35,000			35,000	35,000			35,000	70,000
Resurface/Reclaim Tennis and Pickleball Courts	55,000	27,500			27,500	27,500			27,500	55,000
Restoration of Beach Creek below Pedestrian Bridge	75,000	75,000			75,000				-	75,000
Sub-total New Projects	4,440,000	152,500	-	4,000,000	4,152,500	137,500	-	150,000	287,500	4,440,000
Total	7,310,000	1,067,500	275,000	4,475,000	5,817,500	442,500	100,000	950,000	1,492,500	7,310,000.00

To: Michael Black
From: Dana Anderson
CC:
Date: 7/7/2017
Re: Daniel Meyers Pool Replacement



Operation and Maint. Cost Estimate

We have prepared operation and maintenance cost estimates for the proposed Daniel Meyer Memorial Pool, based on assumptions of usage patterns, local utility costs, and industry-average chemical and labor costs. These cost estimates are directly pool operation-related and do not include property, bathhouse facility, or Ashland Parks and Rec staffing costs.

Facility Description:

1. Eight-lane, 25 yard x 25 meter x up to 6' deep lap pool.
2. Approx. 35' x 35' recreational swimming pool area (possibly separate).
3. Myrtha Classic Competition pool system.
4. Pool enclosure similar to Juniper Aquatic Center in Bend, Oregon, by Creative Tent International.
5. Water circulation/filtration/heating/treatment system:
 - a. Deck-level, perimeter overflow gutter and surge tank.
 - b. Variable flow pumps.
 - c. Regenerative media filters.
 - d. Automated water chemistry monitoring/dosing systems.
 - i. Calcium Hypochlorite.
 - ii. Muriatic Acid.
 - e. Medium pressure ultraviolet treatment systems.
 - f. Automated water level control system for surge tank.
 - g. High efficiency pool water heaters.
6. HVAC system:
 - a. Dehumidification.
 - b. Heat recovery to supplement pool water heating.

Operation parameters:

1. Year-round utilization by multiple clubs, teams, and recreational swimmers.
2. Structure to be opened to outside environment during warmer months.
3. Insulated pool blankets to be utilized during off-use hours.

Operation and maintenance cost categories and approximate quantities and/or values*:

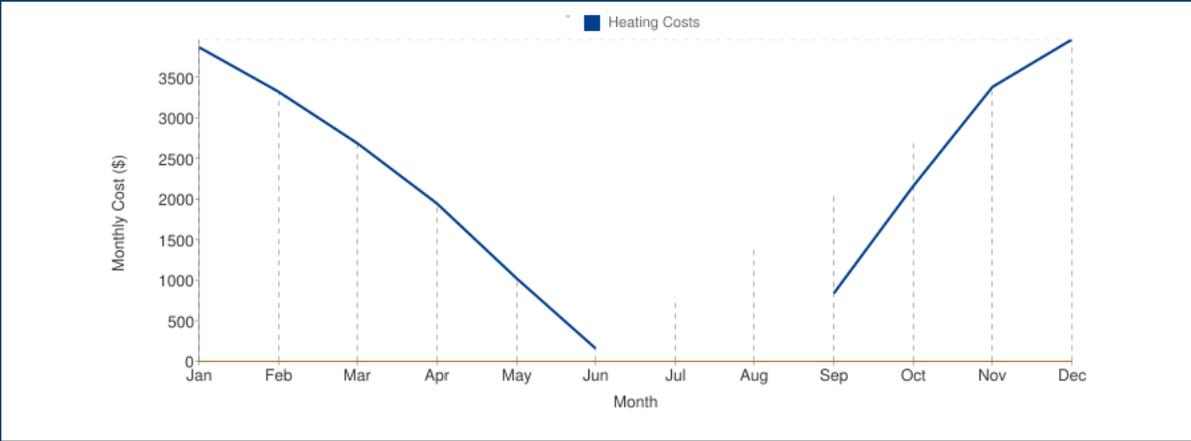
1. Water usage:
 - a. Water lost by evaporation (1/2" per day) and incidental bather usage:
 - i. 1,900 gallons/day.
 - b. Water used at approximately three-month intervals to change filtration media (with regenerative media filtration systems, water is not lost to backwash as with high-rate sand systems):
 - i. 700 gallons
2. Natural gas for pool water heating (see calculation information on following page):
 - i. \$25,000.00
3. Electricity usage:
 - a. Pumping and HVAC equipment (water filtration, and natatorium heating and dehumidification).

- i. \$40,000.00
- 4. Chemicals and operation supplies:
 - a. Calcium Hypochlorite (chlorine):
 - i. \$18,000.00
 - b. Muriatic Acid (pH control):
 - i. \$10,000.00
 - c. CO2 (pH control):
 - i. \$5,000.00
 - d. Sodium Bicarbonate (pH control):
 - i. \$7,200.00
 - e. Calcium Chloride (maintains proper pool water calcium hardness):
 - i. \$2,500.00
 - f. Cyanuric Acid (stabilizes chlorine against UV degradation):
 - i. \$1,200.00
- 5. Periodic maintenance:
 - a. Filtration media replacement (~3 month intervals):
 - i. \$150.00
 - b. UV system re-lamping:
 - i. \$3,500.00
 - c. Pumping equipment maintenance:
 - i. \$500.00
 - d. Heating equipment maintenance:
 - i. \$1,000.00
 - e. Chemical control system maintenance:
 - i. \$750.00
- 6. Pool operation personnel (staffing costs not estimated here):
 - a. System operation and maintenance.
 - i. Water chemistry monitoring (above automations system, conducted multiple times daily).
 - ii. Pool vacuuming and pool area cleaning.
 - b. Pool operation staff:
 - i. Lifeguarding.
 - ii. Event setup (floating lap lanes, starting blocks).
 - iii. Blanket installation and removal (daily).

*Quantities and values are annual estimates unless otherwise noted.

Results History for Heated Pool			
Run Number	Set Pool Temp (F)	Est. Annual Heating Cost	Options
1	80	\$23,334	Pool Cover, Wind Break, Shaded Pool

Monthly Heating Costs											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
\$3,869	\$3,322	\$2,683	\$1,943	\$1,024	\$157	\$0	\$0	\$836	\$2,157	\$3,380	\$3,963



Weather Data for Location (Yearly Average)				
Season	Average Temperature (F)	Humidity (%)	Wind Speed (MPH)	Solar Radiation (W/m ²)
Summer	64	56	6	268
Winter	44	79	4	96

Daniel Meyer Pool Operating Costs with the New Pool

	Units	Unit Cost	Total
Utilities			
water	730,000.00 gallons	\$ 0.01	\$ 3,650.00
natural gas	1 year	\$ 25,000.00	\$ 25,000.00
Electricity	1 year	\$ 40,000.00	\$ 40,000.00
Total Utilities			\$ 68,650.00
Chemicals			
Chlorine	1 year	\$ 18,000.00	\$ 18,000.00
Muriatic Acid	1 year	\$ 10,000.00	\$ 10,000.00
CO2	1 year	\$ 5,000.00	\$ 5,000.00
Sodium Bicarbonate	1 year	\$ 7,200.00	\$ 7,200.00
Calcium Chloride	1 year	\$ 2,500.00	\$ 2,500.00
Cyanuric Acid	1 year	\$ 1,200.00	\$ 1,200.00
Total Chemicals			\$ 43,900.00
Concessions and Supplies	1 year	\$ 12,000.00	\$ 12,000.00
Total Concessions and Supplies			\$ 12,000.00
Periodic Maintenance			
Filtration Media Replacement	3 times	\$ 150.00	\$ 450.00
UV System Re-lamping	1 year	\$ 3,500.00	\$ 3,500.00
Pumping Equipment Maint.	1 year	\$ 500.00	\$ 500.00
Heating Equipment Maint.	1 year	\$ 1,000.00	\$ 1,000.00
Chemical Control System Maint.	1 year	\$ 750.00	\$ 750.00
Total Periodic Maintenance			\$ 6,200.00
Operations Personnel			
Ashland Parks and Recreation	100 days	\$ 1,265.00	\$ 126,500.00
School District	180 days	\$ 158.13	\$ 28,462.50
Clubs (RVM, SOA, Sharks)	85 days	\$ 158.13	\$ 13,440.63
Clubs Partial (RVM, SOA, Sharks)	180 days	\$ 39.53	\$ 7,115.63
Total Operations and Personnel			\$ 175,518.75
Yearly Grand Total			\$ 306,268.75



Contact Michael Black
 Customer Ashland Parks & Recreation Commission
 Address 340 South Pioneer Street
 City, St Zip Ashland Or 97520
 Phone 541-552-2251
 Cell 541-218-5444
 E-Mail Michael.Black@ashland.or.us

Quote valid for 30 days

Date: 7/17/17
 Quote #: 071717_RS5
 Salesperson: Carol Fontius
 Ph: 530-515-2421
 Email: carol@creativetent.us

**Quotation - Commercial
 Shasta Sportplex**

Item #	Part #	Description	Frame	Fabric	Total	Qty.	Total Price
1		Shasta Sport Plex 120' width x 120' length x 15' Bay Spacing x 12' Eave, Gable End					
2		SSP 120x015x16x15GE, Base Unit	\$110,582	\$35,994	\$ 146,576	1	\$ 146,576
3		SSP 120x015x16x15Mid, Middle Bay	\$21,339	\$7,613	\$ 28,952	7	\$ 202,664
4		SSP 12' Eave - 15' Main Wall - Access Panel		\$512	\$ 512	12	\$ 6,144
5		SSP 60' width x 15' length 12' Eave Access from Showers to Pool			\$ 52,624	1	\$ 52,624
6		Total 1 Structure					\$ 408,008
7		Accessories					
8		Deluxe Door, Aluminum Glass, Double (6'0"wx6'8"h)	\$4,742		\$ 4,742	2	\$ 9,484
9		Aluminum Door, Solid w/view window, Single (3'0"wx6'8"h)	\$2,914		\$ 2,914	2	\$ 5,828
10		Panic Hardware Kit - per door	\$451		\$ 451	6	\$ 2,706
11		Electrical & Lighting Package (21 LED lights, 14 outlets, 1 panel box	\$39,652		\$ 39,652	1	\$ 39,652
12		Snow Kit per 15' Bay (per interior beam)	\$1,091		\$ 1,091	7	\$ 7,637
13		Ceiling Fans (budgetary)	\$4,575		\$ 4,575	4	\$ 18,300
14		Pool Ventilators 20 Ton Commercial - 4 required (By Customer- budgetary)	\$41,944		\$ 41,944		
15		Lliner R 6 120'x120'		\$33,616	\$ 33,616	1	
16		Side Wall Color Option			\$ 8,700	1	\$ 8,700
17							
18		Tech Rep to direct your crew and labor (Equipment by customer			\$ 7,576	1	\$ 7,576
19		Structure, Accessories and Tech Rep					\$ 507,891
20							
21		Phase I Engineering					
22		Site Technical Survey (Done by Customer)			By Customer		
23		SSP Design to site (Customization)			\$ 4,000	1	\$ 4,000
24		Engineering (e-mailed original) (Inc Footing Design			\$ 4,500	1	\$ 4,500
25		Engineering Calculations Over Stamp State of Oregon			\$ 2,500	1	\$ 2,500
26		Site Design Illustrator			\$ 1,500	1	\$ 1,500
27							\$ 12,500
28							
29							
30							

Sub-Total	520,391.00
Freight Estimate	3,500.00
Total Price	523,891.00

Engineering:
 90/115 MPH wind load (code per IBC)
 20 PSF utility or ground snow load (code per IBC)

Membrane:
 Tops - 22 oz Translucent, White/White; Colors to be determined

Delivery:
 ExWorks Factory, Henderson, NV, USA

Ship:
 90 - 120 days after receipt of signed approval of Phase I and non-refundable deposit for Phase I

Terms: **Phase I Engineering & Design** - 100% due Phase 1 portion on acceptance of quote/sales agreement (non refundable)
Phase II Manufacturing - 50% Due on approval of Phase I and authorization to proceed to Phase II (non refundable)
 Balance due prior to shipment
 Orders not paid within seven calendar days of order being ready for shipment, according to terms with CTI, will incur a 1% storage fee per week or part thereof, which must be paid prior to shipment.

Technical Representative:
 Available pursuant to attached "Sales Terms and Conditions" @ \$872 per day plus expenses

- Not Included:**
1. Permits
 2. Application Local, State, Federal Taxes or Duties
 3. Installation
 4. Other items as described in online "Sales Terms and Conditions"

ALL SALES ARE SUBJECT TO ATTACHED COPY OF "SALES TERMS AND CONDITIONS" WHICH IS INCORPORATED INTO AND MADE A PART OF THIS QUOTE

Your signature below constitutes your agreement to be bound by the terms of the entire Sales Agreement, consisting of this Quote and the "Sales Agreement Terms and Conditions," subject only to the acceptance of the entire Sales Agreement by Seller in accordance with paragraph 2 of the attached "Sales Agreement Terms and Conditions".

Purchaser: Approval/Signature: _____

Date: _____

Seller: CTI Signature: _____

Date: _____



CREATIVE TENT INTERNATIONAL, INC.
SALES AGREEMENT – TERMS AND CONDITIONS

Effective as of the signed date of Quotation # 071717_RS5_Ashland_PR_Pool_SSP120x120, Dated 071717, the parties identified on the Quote hereby agree as follows:

1. ACCEPTANCE:

Purchaser's execution of the attached Creative Tent Quote shall be deemed its acceptance of and agreement to be bound by the terms of the entire Sales Agreement, as defined in paragraph 2 below, upon acceptance of the Sales Agreement by Seller. This Sales Agreement shall not become binding upon Seller, however, until such time as both the attached Creative Tent Quote and these Terms and Conditions are fully executed by an authorized representative of the Seller. Upon acceptance of the Sales Agreement by Seller, by means of said execution of the attached Creative Tent Quote and these Terms and Conditions, Seller shall return a fully-executed copy of the Sales Agreement to the Purchaser for its records.

2. ENTIRE AGREEMENT / NO ORAL AMENDMENT OR MODIFICATION:

This "Sales Agreement," consisting of the "Terms and Conditions" set forth herein, the attached Creative Tent Quote, and the Design/Engineering Phase Terms attached hereto as Exhibit "A," shall constitute the entire agreement between the parties for sale of the merchandise and/or services referred to in the Creative Tent Quote. Seller hereby gives notice of its objection to any different or additional terms or conditions proposed or inserted herein by Purchaser, excepting only such changes as Seller may expressly accept in writing.

3. DELIVERY / RISK OF LOSS:

Unless otherwise stated in the Creative Tent Quote, all orders are delivered and shipped ExWorks Factory, Henderson NV, U.S.A.

Risk of loss shall pass to Purchaser when the merchandise is duly delivered to a carrier for shipment to Purchaser or when the merchandise is otherwise tendered as to enable Purchaser to take delivery. Seller shall in no way be responsible for any loss or damages following such delivery. These "risk of loss" provisions apply irrespective of pre-payment by Seller of expenses, such as insurance and freight.

4. INSPECTION ON DELIVERY / NOTIFICATION OF DEFECTS:

Purchaser shall have the right to inspect the merchandise at time of delivery, and shall give immediate written notice to Seller of any claim of visible damage to shipping crates or contents. Purchaser shall notify Seller in writing, within [7 days of delivery] [7] days of completion of erection of the merchandise], of any patent defect in workmanship or material in the merchandise and give Seller an opportunity to investigate. If notice is not given as aforesaid, the merchandise shall be deemed to be free of patent defects and the Seller shall in no manner be responsible or liable for any such patent defects.

5. EXCLUDED EXPENSES:

Unless otherwise stated in the Creative Tent Quote, the quoted prices do not include sales, use, tariff, excise and similar taxes applicable to the merchandise furnished hereunder or the materials used in the manufacture thereof, nor do the quoted prices include insurance, freight or technical representative services. Purchaser shall be responsible for payment of all such taxes, costs and expenses. Seller reserves the right to prepay such taxes, costs and expenses, in which event the Purchaser shall pay the amount thereof to Seller immediately upon Seller's demand.

In the event that the Creative Tent Quote specifies an allowance for freight costs or technical representative services, Purchaser shall be responsible for payment of the balance if the actual freight costs and/or actual technical representative services exceed the amount of the specified allowance. In the event the Purchaser does not fully use the specified allowance for freight costs or technical representative services, the unused balance of the allowance shall be credited to Purchaser.

The quoted prices do not include any fees, expenses or other costs incurred with respect to building permits or other government authorizations or approvals necessary for Purchaser's use of the items listed in the Creative Tent Quote. Purchaser assumes the sole responsibility in connection with obtaining such applications and building permits, including any fees or expenses incurred in connection therewith. Upon request by Purchaser subject to the terms of Paragraph 19 below, however, Seller shall furnish to Purchaser a product "Design Analysis" for use by Purchaser solely to secure necessary approvals and permits from public authorities, which "Design Analysis" may include, as applicable, an engineering analysis of structure, anchor bolt layout for foundation and base reaction loads for foundation design by Purchaser's registered professional engineer.

6. SITE PREPARATION AND INSTALLATION:

Unless otherwise stated in the Creative Tent Quote, the quoted prices do not include soil testing; site preparation; water drainage; installation of foundation in accordance with all applicable codes; floor; structure installation; supply or installation of mechanicals or utilities; removal of excavation and other materials; final grading or landscaping.

Should rock or subterranean objects exist and result in problems with installation of foundation and/or anchor devices thereby causing additional cost to be incurred for such installation, said additional cost will be the sole and absolute responsibility of the Purchaser.

Seller may, but shall not be required to, supply equipment to aid Purchaser or its agents in the erection of merchandise delivered. In the event Seller supplies such equipment, Purchaser agrees that it shall be deemed provided on an "as is" basis with no warranties, express or implied, and that Purchaser's use of said equipment (a) shall be subject to the liability imitations set forth in Paragraph 18 below, and (b) shall be limited to individuals (i) qualified by Purchaser to operate such equipment and (ii) approved in advance by Seller. Purchaser shall be liable for risk of damage to or loss of said equipment from the time of its delivery to Purchaser until its return to Seller. Purchaser, at Purchaser's sole expense, shall return such equipment to Seller at Henderson, Nevada, U.S.A, shipping the same within five days from notice by Seller directing it to do so.

7. TECHNICAL REPRESENTATIVE SERVICES:

At the written request of the Purchaser, and conditioned upon Purchaser's satisfaction of the following terms, Seller shall furnish to Purchaser technical representative services as same relate to the assembly and erection of the merchandise delivered hereunder. Purchaser shall pay Seller for the services of said representative(s) the sum of Eight Hundred Seventy-two (\$872.00), per day, per person, plus all travel and living expenses. Unless otherwise specified in the Creative Tent Quote, Purchaser's payment for said services, travel expenses and living expenses shall be due within five (5) days from the date of invoice by Seller. To the extent travel and living expenses are reasonably expected by Seller to exceed \$____, however, Seller may, at its option, require Purchaser to pay such expenses in advance. Travel time shall commence and terminate at the Seller's place of business in Henderson, Nevada, U.S.A.



As conditions to the Seller's provision of technical representative services, Purchaser agrees to provide toilet facilities, reasonable telephone access, and access to the installation site for personnel vehicles, and further agrees to cooperate with and provide reasonable assistance to the Seller and its technical representatives in the provision of such services.

Prior to arrival on site by Seller's technical representative(s), Purchaser shall make the site free and clear of debris and completely prepared in a manner suitable for erection of the delivered merchandise. Upon arrival on site by Seller's technical representative(s), Purchaser or its agent shall provide power sufficient to operate small tools, a competent installation supervisor and crew, plus all necessary equipment and equipment operators to complete installation of the delivered merchandise.

Seller's technical representative(s) shall not be responsible for the work output of the installation crew or equipment operators reporting to the Purchaser or the Purchaser's supervisor or job foreman.

Purchaser may notify Seller of the date or dates upon which it desires the technical representative(s) to be present in order to provide said services and Seller will utilize reasonable efforts to comply with such request, provided, however, Seller shall incur no liability whatever because or as a result of any failure to provide such technical representative(s) on the date or dates requested.

If the Creative Tent Quote specifies an allowance for technical representative services, it shall be for a specified number of days. Seller is in no way responsible for any delays in the installation caused by incomplete site preparation, improper setting of anchor bolts by the Purchaser or the Purchaser's agent, or for any delays caused by cold or inclement weather, strikes, lockouts, or other labor troubles, equipment breakdowns or lack of equipment, floods, fires, transportation delays or any other circumstances which prevent or hinder installation. If Seller has technical representative(s) on the job site during any such delay, the Purchaser shall be responsible for all reasonable expenses incurred by Seller and its technical representatives during the duration of such delay in addition to the fee, per day, per representative, set forth above.

8. WORKERS' COMPENSATION:

Purchaser shall carry all necessary workers' compensation and other insurance on its laborers, and Seller shall have no obligation to provide such insurance, except that Seller shall carry adequate workers' compensation insurance coverage on its own employees while on the job site and while traveling to and from job site.

9. CREDIT:

If the financial responsibility of the Purchaser becomes impaired or unsatisfactory to the Seller, or Purchaser is in default to Seller under this or any other contract, advance cash payment or satisfactory security shall be given by Purchaser upon demand by Seller, and shipments and services may be withheld until such payment or security is received. All deliveries shall be subject to the approval of Seller's Credit Department.

Credit inquiries shall be conducted accordance with applicable federal and state laws including the Federal Fair Credit Reporting Act (FCRA).

10. COLLECTIONS / ATTORNEYS' FEES:

In the event of default by Purchaser in payment of the purchase price and other amounts specified herein, Purchaser hereby agrees to pay all collection costs, including attorneys' fees and other incidental expenses, incurred in connection with collection of any unpaid balance, together with interest on the unpaid balance from due date as provided in Paragraph 11 below. In any legal action seeking enforcement of any of the other terms and provisions of this Sales Agreement, the prevailing party (as determined by the court or other comparable authority in any such action) shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which the party may be entitled.

11. PAYMENT AND TITLE:

All payments must be made in United States currency. No payment terms, other than those stated in this Sales Agreement, shall be allowed.

Interest will be assessed at the rate of one and one-half percent (1-1/2%) per month or the highest legal rate, whichever is less, on any and all overdue amounts until paid. Such interest charges shall commence at the date of delivery or as otherwise stated in this Sales Agreement.

If the Purchaser is outside the United States, payment shall be made by irrevocable confirmed letter of credit or approved equivalent. This shall in no way be altered unless so stated in this Sales Agreement

In the event that the Seller grants to Purchaser a holdback, said holdback grant shall be in writing and shall be for not more than thirty (30) days. If the Seller has not received said holdback amount, in full, on or before expiration of the holdback period, Seller shall be entitled to enter the premises of the Purchaser and remove any/or all equipment equal to the amount of holdback. Said value of equipment removed shall be its depreciated value on the date it is removed, as reasonably determined by Seller.

All merchandise covered hereby shall remain the property of the Seller and shall remain personal property, until it is delivered to Purchaser or the purchase price is paid in full, whichever occurs later, and, until the later of said events occurs, Purchaser shall perform any acts necessary to perfect and assure retention of title to such merchandise by Seller.

12. FAIR LABOR STANDARDS ACT:

Seller represents that the merchandise covered by this order will be manufactured in accordance with the requirements of the Fair Labor Standards Act, if applicable, and that it will use all reasonable efforts to cause the merchandise to comply with other applicable laws, rules and regulations. However, Seller shall not be responsible for compliance by the merchandise with local interpretations of same, nor with any local laws, ordinances, codes and/or regulations, unless it shall have agreed to do so in writing.

13. APPLICABLE LAW:

The terms and conditions applicable to the transaction provided for herein shall be determined and construed in accordance with, and shall be governed by, the laws of the State of Nevada, and Purchaser and Seller agree to submit to the jurisdiction of the appropriate State or Federal Court within Nevada for purposes of resolving any dispute or claim arising in connection with said transaction.

14. SEVERABILITY / FORBEARANCE NOT A WAIVER:

The invalidity or un-enforceability of a particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Failure of either party to enforce any right hereunder shall not waive any rights with respect to other or future occurrences.

15. WARRANTY:

Seller warrants to Purchaser that the products manufactured by it are free from defects in material and workmanship under normal use and service. SELLER'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO, AT ITS OPTION, ALLOWANCE FOR CREDIT, REPAIR OR EXCHANGE OF ANY PART OR PARTS WHICH MAY PROVE DEFECTIVE UNDER NORMAL USE AND SERVICE AS INDICATED IN THE NEXT PARAGRAPH. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LABOR.

The term of this warranty shall be limited to one (1) year. The warranty period shall begin to run from the date of delivery of the merchandise to Purchaser.

The above warranty is limited to products manufactured by Seller and does not apply to any products not manufactured by it. This warranty is provided as an accommodation to Purchaser and should not be construed as reflecting the life expectancy of the merchandise. This warranty does not apply to clear vinyl.

This warranty does not apply to any defect due to overloading of the merchandise by Purchaser or its agents, contractors, employees or representatives, such as overloading caused by cranes or other attachments to the frame or structural members of the merchandise, or by the installation of any signs, ventilators, machinery or weights in excess of design conditions, or by other loads in excess of those for which the merchandise was designed.

This warranty does not apply to any merchandise which has been subjected to misuse, alteration, accident or negligence, or which has been moved from its original place of erection, or to any merchandise which has not been erected in strict accordance with all of Seller's applicable erection instructions or local building codes. All warranties shall be invalid if the Purchaser or its agents, contractors, employees or representatives shall fail to comply with Seller's instructions, specifications or recommendations. This warranty does not apply if the alleged defect or failure is caused by abnormal weather conditions, acts of God, falling objects, explosions, fire, riots, civil commotions, external forces, faulty or inadequate foundations or soil-bearing, acts of war, radiation, harmful fumes or foreign substances in the atmosphere, corrosion or floods.

This warranty does not apply to any fabric damage or failure caused, in whole or in part, by high wind conditions, it being understood and agreed by Purchaser that tent fabric will not withstand winds greater than 90 mph and should be removed from the tent frame to prevent damage in hurricane or other high wind conditions.

This warranty does not apply to any damage or failure caused, in whole or in part, by any flying, falling, sliding, leaning or moving debris in high wind conditions, it being understood and agreed by Purchaser that, regardless of engineering design tolerances, the merchandise cannot withstand damage from such debris and the entire unit should be taken down to prevent debris damage in hurricane or other high wind conditions.

Seller shall have the right to inspect merchandise claimed to be defective and all warranties shall be invalid if Seller is denied such right to inspect, whether or not Purchaser has exercised the warranty privilege. Said inspection shall be made at any time that is convenient to the Seller, or its legal agent, during the lifetime of this warranty.

16. EXCLUSION OF OTHER WARRANTIES:

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 15 ABOVE; THERE ARE NO WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, APPLICABLE TO MERCHANDISE COVERED HEREBY.

Correction of non-conformities in the manner and for the period of time provided in Paragraph 15 above shall constitute fulfillment of all liabilities of Seller to Purchaser, whether based on contract, negligence or otherwise with respect to or arising out of such merchandise.

NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY SALES REPRESENTATIVE, DEALER, AGENT OR OTHER PERSON SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS HEREOF.

17. NO PROTECTION FROM CLAIM OF INFRINGEMENT:

Seller makes no representation or warranty that delivery or subsequent use of the merchandise shall be free of the claim of any third party by way of infringement.

18. LIABILITY LIMITATION:

SELLER SHALL NOT BE LIABLE IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) FOR LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR FACILITIES, COST OF CAPITAL, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM OR IN ANY MANNER RELATING TO THE MERCHANDISE COVERED HEREBY, ITS DESIGN, USE, ANY INABILITY TO USE THE SAME OR ANY DELAY IN DELIVERY OF THE SAME, IT BEING UNDERSTOOD AND AGREED THAT THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO DEFECTIVE MERCHANDISE SHALL BE THE CREDIT, REPAIR, OR EXCHANGE THEREOF PURSUANT TO PARAGRAPH 15 ABOVE. SHOULD THE MERCHANDISE PROVE SO DEFECTIVE, HOWEVER, AS TO PRECLUDE THE REMEDYING OF WARRANTED DEFECTS BY REPAIR OR REPLACEMENT, PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE REFUND OF THE PURCHASE PRICE OF THE MERCHANDISE, OR PART THEREOF WHICH IS SO DEFECTIVE, UPON THE RETURN THEREOF TO SELLER.

SELLER SHALL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE TO MAKE DELIVERY OF ALL OR ANY PART OF THE MERCHANDISE PURCHASED DUE TO ACTION, OMISSION OR REGULATION OF ANY GOVERNMENTAL AUTHORITY OR OF THE PURCHASER, STRIKES OR OTHER LABOR TROUBLES, FIRE, DAMAGE TO, OR DESTRUCTION IN WHOLE OR IN PART OF MERCHANDISE OR MANUFACTURING PLANT, LACK OF OR INABILITY TO OBTAIN RAW MATERIALS, LABOR, FUEL, OR SUPPLIES, OR ANY OTHER CAUSES, CONTINGENCIES, OR CIRCUMSTANCES WITHIN OR WITHOUT THE UNITED STATES NOT SUBJECT TO ITS CONTROL WHICH PREVENT OR HINDER THE SELLER'S DELIVERY OF THE MERCHANDISE OR MAKE THE FULFILLMENT OF THIS SALES AGREEMENT IMPRACTICAL, ANY OF WHICH SHALL, WITHOUT LIABILITY, EXCUSE THE SELLER FROM PERFORMANCE OF THIS SALES AGREEMENT.

IN THE EVENT OF DELAY FOR WHICH THE SELLER IS RESPONSIBLE, SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY LOSSES TO PURCHASER AS A RESULT OF THE DELAY AND PURCHASER'S RIGHTS SHALL BE LIMITED TO CANCELLATION OF THE ORDER BY NOTICE IN WRITING TO SELLER, IN WHICH EVENT PURCHASER SHALL BE LIABLE TO SELLER ONLY FOR THE DIRECT COSTS INCURRED TO DATE OF CANCELLATION AND ENGINEERING COST OF ALL ENGINEERING WORK PERFORMED IN CONNECTION WITH THE MERCHANDISE COVERED BY THIS SALES AGREEMENT INCURRED BY SELLER UP TO THE DATE OF RECEIVING SAID NOTICE. THIS LIABILITY OF PURCHASER SHALL BE IMMEDIATELY DUE AND PAYABLE TO SELLER UPON NOTICE FROM SELLER OF THE AMOUNT OWING.

19. NONDISCLOSURE OF INFORMATION:

In the event Seller furnishes to Purchaser a product "Design Analysis" for purposes of Purchaser securing necessary approvals and permits from public authorities, and/or in the event Seller provides any other information, data or other material to Purchaser that Seller has designated as proprietary or confidential, Purchaser hereby acknowledges the confidential and proprietary nature thereof and agrees with respect thereto that (a) the same will be utilized by Purchaser only for the purpose of securing necessary approvals and permits from public authorities and/or for such other purpose(s)



specifically identified and designated in writing by Seller, (b) Purchaser will in no event utilize or disclose the same for any other purpose unless it shall have obtained the prior written consent of Seller to any specific disclosure or use, and (c) Purchaser will utilize all reasonable efforts to cause its employees, agents and representatives, as well as the employees, agents and representatives of public authorities to whom the same may be disclosed as herein contemplated, to keep such information confidential and to protect against the appropriation or personal use of the same by any such person, including but not limited to advising each such employee, agent or representative of Purchaser of the confidential and proprietary nature of such "Design Analysis" information and material, and securing the agreement of each such employee, agent or representative to be bound by the foregoing restrictions.

20. CONSENT TO PUBLICITY:

Seller shall have the right to photograph the merchandise and installation site before, during and after installation. Purchaser consents to Seller's use of such photographs as well as Seller's public reference to this Sales Agreement for Seller's publicity and marketing purposes. Such use and reference may include, without limitation, photographs and mention in Seller's Web site, brochures, and promotional materials.

21. FAILURE TO TAKE TIMELY DELIVERY / STORAGE FEES / RESTOCKING FEES:

Purchaser shall make final payment of all amounts due and take delivery of merchandise within 10 days of written notification from Seller that the merchandise is available for pick-up or delivery. Failure by the Purchaser to make final payment and to collect or take delivery of the merchandise within that time period shall not excuse payment of the purchase price by the Purchaser, who in addition to being liable to Seller for all amounts specified in the Creative Tent Quote and these Terms and Conditions, as well as repayment of any volume, cash payment or other discounts included in the Creative Tent Quote, shall indemnify and defend Seller against all losses or claims arising from such failure by Purchaser to deliver final payment and/or to take timely delivery.

Purchaser further agrees that, if Purchaser fails to make final payment and to collect or take delivery of the merchandise within the specified time period, Seller may arrange storage either at Seller's facility or elsewhere on Purchaser's behalf, at Seller's option, with all charges incurred by Seller, including storage, insurance and transport, to be payable by Purchaser. Storage at Seller's facility shall be payable by Purchaser at the rate of \$50 per day. If charges for storage of any merchandise held by Seller for Purchaser's benefit remain unpaid for thirty (30) days, Seller may at any time after that period, upon 30 days' written notice to Purchaser and while such charges remain unpaid, sell and/or dispose of the merchandise, at Seller's sole discretion without further notice to Purchaser and Seller shall not be responsible for the preservation or safekeeping of the merchandise after the sale/disposal date specified in the notice.

Orders from Existing Stock: Purchaser further agrees that, if Purchaser fails to make final payment and to collect or take delivery within the specified time period of any non-custom merchandise ordered from Seller's existing stock, Purchaser shall pay to Seller a restocking charge equal to 15% of Seller's catalogue purchase price for all such merchandise as the reasonable cost of Seller's overhead and labor costs for such re-stocking.

22. Rated Orders: Customer acknowledges that Creative Tent International is a US Government Vendor that provides Rated Orders, that by law, stipulates the US Government has the right to demand priority in production lead times to meet government requirements that possibly could effect the delivery of your order.

23. ACCEPTANCE BY SELLER:

Name: Creative Tent International, Inc.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

EXHIBIT A
Engineering Phase Terms

None

Purchaser and Seller agree that the merchandise and/or services listed in the Creative Tent Quote shall be delivered, and payment shall be due, in a two-phase process as described below:

Phase I shall consist of the following:

- Design of 07717_RS5_Ashland_PR_Pool_SSP120x120
- Customization
- Stamped (Oregon) Engineering of 07717_RS5_Ashland_PR_Pool_SSP120x120 with footing design
- Site Design Illustration

The referenced design and engineering services shall be delivered to Purchaser by Seller within 45 days following the later of (i) the acceptance of the Sale Agreement by Seller; and (ii) Purchaser's payment to seller of the fee for the Phase I services. The Phase I services are hereby designated confidential and proprietary information of Seller, and Purchaser agrees that its receipt and use of same shall be subject to the terms of Paragraph 19 of the Sales Agreement.

The fee for the Phase I services shall be \$12,500.00.

Purchaser shall have 180 days following delivery of the Phase I services to deliver a writing to Seller authorizing Seller to proceed with Phase II.

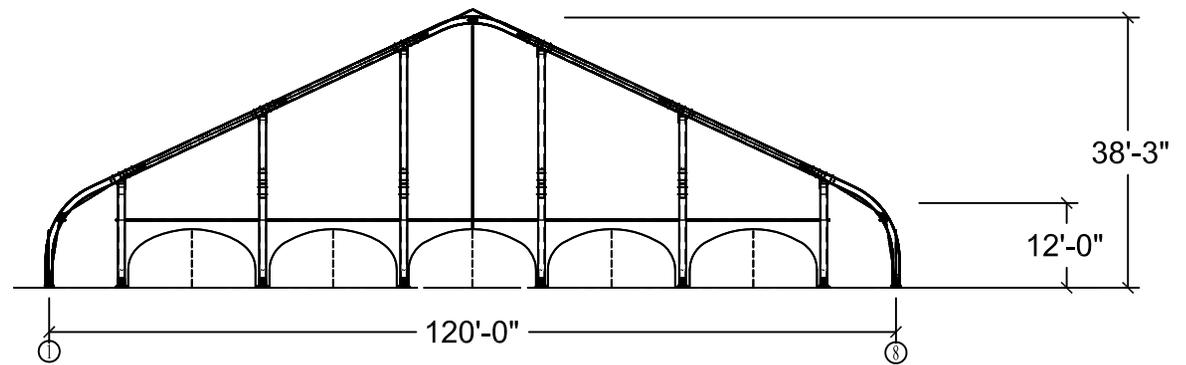
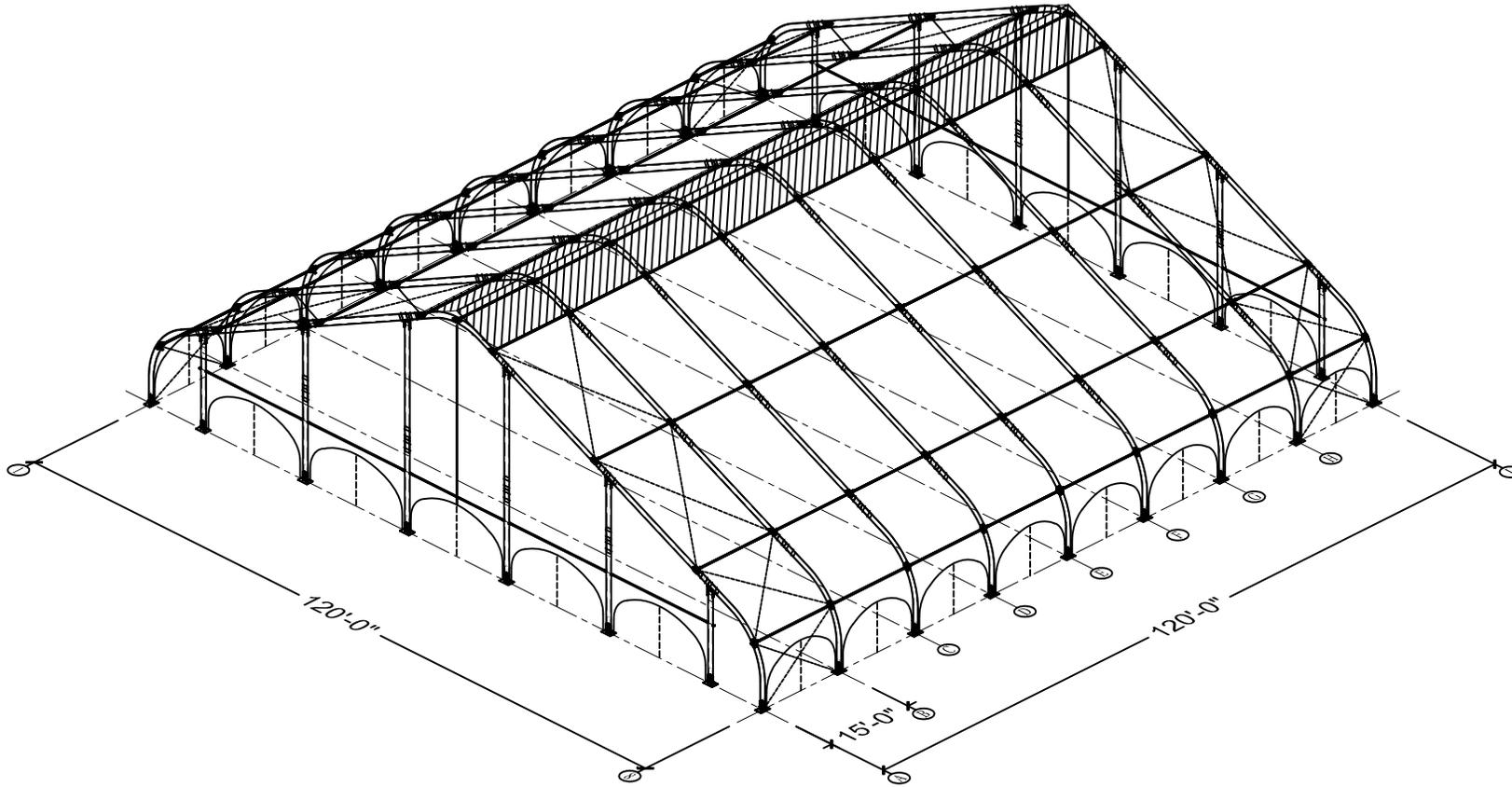
If Purchaser does not provide said authorization within the specified time period, the parties shall not proceed to Phase II, and their respective obligations under the Sales Agreement shall be limited to those associated with Phase I.

If Purchaser does provide said authorization within the specified time frame, the parties shall proceed to Phase II.

Phase II shall consist of the following:

- Manufacture and delivery of the merchandise listed in the Creative Tent Quote
- Manufacture and delivery of the services (other than the Phase I services) listed in the Creative Tent Quote.

The charge/fee for Phase II merchandise and services shall be the full amount specified in the Creative Tent Quote and the terms of the "Terms and Conditions" of the Sales Agreement, less amounts paid by Purchaser for the Phase I services.



SHASTA SPORTPLEX TM

120'W x 120'L x 12' EAVE x 15' BAYS

PROPRIETARY INFORMATION

THE DATA AND DETAILS SHOWN ON THIS DRAWING ARE PROTECTED BY COPYRIGHT AND SHALL NOT BE USED, DISCLOSED, OR DUPLICATED IN WHOLE OR IN PART FOR ANY REASON, EXCEPT THE EVALUATION TOWARDS PURCHASE, WITHOUT EXPRESS WRITTEN PERMISSION OF CREATIVE TENT INTERNATIONAL

Quote Number

Date: 11/24/14

Drawn By: CJM

SALESPERSON:

REV.	DESCRIPTION	BY	DATE
1	-	-	-
2	-	-	-
3	-	-	-
4	-	-	-
5	-	-	-
6	-	-	-
7	-	-	-
8	-	-	-

Drawing Name:
SP100-120X120-12E15B-2GE



Home Advanced Search Contact Us Our Blog Customer Service My Account Login / Register

North America's Leading Supplier of
**Bear Resistant
Enclosures & Containers**

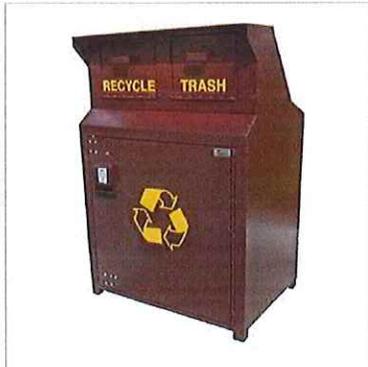


My Cart (0)

Proudly Made in the USA **1-800-851-3887** **Click here for GSA / CMAS Pricing**
Protected by USA & Canadian Patents Qualified Buyers must be from a Federal Agency or State of California.

For A Quote, Please Check "Quote" During The Checkout Process.

« Go Back | Home » Bear-Resistant "CE Series" Trash Cans and Recycle Bins » BearSaver - CE Series Double Trash/Recycling Enclosure - CE240-CH



ENHANCED VIEW

BearSaver - CE Series Double Trash/Recycling Enclosure - CE240-CH

Item # CE240-CH

Factory Direct - Usually Delivers in 2-5 weeks depending on stock availability

was: \$901.00
\$893.00
save: \$8.00

Quantity: **1**

Sold As: Each
Orders over 25 units call for discounted pricing

ADD TO CART



Add to Wish List

Add to Shopping List

Email this Page

Print this Page

Questions?
Click Here

Available Options:

Exterior Cold Spray Galvanizing, Double Unit:

Labels:

Container Color:

overview specifications

BearSaver - CE Series Double Trash/Recycling Enclosure - CE240-CH

Model CE double trash enclosure, 80 gal capacity, ADA Compliant Animal resistant heavy duty can enclosure with (2) loading chutes. Can be used for trash or recycling simply by changing the decals.

80 gallon capacity, Includes (2) 40 gal cans.

Also rodent resistant, these rat proof trash / garbage cans and recycling bins will keep all animals out of the contents, large and small.

*Note: For marine environments or areas where corrosive elements are present, like salted sidewalks, we recommend the application of cold galvanizing compound under the powder coat. This compound will afford maximum corrosion resistance in the harshest environment.

Handwritten notes on a yellow sticky note:
steve@bearsaver.com
1-24 = \$893 ea.
24-49 = \$870 ea.
50+ = \$848 ea.
Pole Mount Kit = \$75 ea.

In This Category

- BearSaver - CE Series Double Recycling Enclosure - CE232-RR
- BearSaver - CE Series Double Trash Enclosure - CE232-CH
- BearSaver - CE Series Double Trash/Recycling Enclosure - CE232-CHR
- BearSaver - CE Series Single Trash Enclosure - CE132-CH
- BearSaver - CE Series Single Recycling Enclosure - CE132-R
- BearSaver - CE Series Double Trash/Recycling Enclosure - CE240-RR
- BearSaver - CE Series Double Trash/Recycling Enclosure - CE240-CHR
- BearSaver - CE Series Triple Trash/Recycling Enclosure - CE340-CH
- BearSaver - CE Series Triple Recycling Enclosure - CE340-RRR
- BearSaver - CE Series Triple Trash/Recycling Enclosure - CE340-CHRR

[View All](#)

Customer Service

Call
1-800-851-3887
9am - 5pm PST



Shop Securely

Satisfaction Guarantee
Direct from the Manufacturer
Quality Service
Varied Selection

Since 1989

ABOUT BEARSAVER About Us Installation Services Custom Panel Designs Custom Fabrication Site Map Links	TECHNICAL Patents and Trademarks BearSaver Specifications A Note About Accessibility Product Testing Sample Bear Ordinance	CUSTOMER CARE Customer Service BearSaver News & Videos Required Maintenance Literature Satisfied Customers Request a Quote Contact Us	OUR POLICIES Payment Methods Shipping & Delivery Returns & Exchanges Terms & Conditions Secure Shopping Privacy Policy	Subscribe to our newsletter <input type="text" value="Email Address"/> SIGN UP ▶  
--	--	---	---	---



Copyright © 2012, BearSaver, BearSaver, Ontario, California 91761, Phone 1-800-851-3887, FAX 1-909-605-7780 All rights reserved.
Images and content herein and on each individual page are the property of BearSaver and may not be reproduced without Securr written consent.
"BearSaver, Your first choice in quality Bear-Proof Commercial Containers & Bear-Proof Dumpsters.
When you're looking for bear proof dumpsters, we are your best choice!"
See our [Legal Notice](#) and [Privacy Policy](#) here. [Sitemap](#)



Proudly Made In the USA
Protected by USA & Canadian Patents

1-800-851-3887



Click here for GSA / CMAS Pricing
Qualified Buyers must be from a
Federal Agency or State of California.

For A Quote, Please Check "Quote" During The Checkout Process.

BEACH CREEK

Dog Park

Contractor	Purpose	Status	Total Budget/Bid Amount	Cost as of 12/29/15
Grange CO-OP			\$ 267.86	\$ 267.86
Home Depot			\$ 598.00	\$ 598.00
Ashland Lumber			\$ 271.43	\$ 271.43
Ashland Hardware			\$ 112.82	\$ 112.82
HD Fowler			\$ 662.56	\$ 662.56
United Rental			\$ 2,125.43	\$ 2,125.43
Edge Construction			\$ 455.00	\$ 455.00
Knife River 3/4 Minus			\$ 420.36	\$ 420.36
Knife River Boulders			\$ 7,099.43	\$ 7,099.43
Knife River Concrete			\$ 3,808.00	\$ 3,808.00
Wilson Equipment			\$ 2,125.00	\$ 2,125.00
Ashland Construction Pump			\$ 750.00	\$ 750.00
All in One Rental			\$ 33.00	\$ 33.00
DnD Porta Potty			\$ 206.50	\$ 206.50
Sub-Totals			<u>\$ 18,935.39</u>	<u>\$18,935.39</u>
TOTALS			<u>\$ 18,935.39</u>	<u>\$18,935.39</u>

RESOURCES

RESOURCE ACCOUNT CODE	TOTAL BUDGET AMOUNT
-----------------------	---------------------

FUNDING SOURCES

CIP	411.12.00.00.704200
Project #	85
P.O. #	

\$75,000.00

SUMMARY

	BUDGETED	ACTUAL
PROJECT SUMMARY		
PROJECT RESOURCES	\$ 75,000.00	\$75,000.00
PROJECT EXPENSES	\$ 18,935.39	\$18,935.39
PROJECT BALANCE	<u>\$ 56,064.61</u>	<u>\$56,064.61</u>