

Agenda for July 10, 2023 Board Meeting: 7:15 PM @ Pines Presbyterian

Approval of minutes – Katie Eisterhold (2 minutes)

Treasurer report – Ladd Williams (8 minutes)

Update on splitting the Associations funds between two institutions
Review the HOA's financials, including the swim team's
Update on the desired presentation of our financials

ACC and ASC reports – Josh Nix (5 minutes)

Discuss the engagement with Beacon, our DRV enforcement company: what is important for them to watch for, and update them on our guidelines.

Advisory committee reports

Security - Michael Ferrier (10 minutes)

General discussion about security and evaluating the installation of Flock cameras: cost/benefit analysis, paying for the service, how will it fit in the overall security posture in Fonn Villas

TIRZ 17 – Fletcher Dunson (2 minutes)

Memorial Super Neighborhood – Andy Bonnin (2 minutes)

Pool Executive Committee - Andy Bonnin (5 minutes)

Updates on the first part of the season

Other Business - Andy Bonnin - discuss the feasibility of renting the pool during the off-season to Dad's Club and vote (30-40 minutes)

Background: Dad's Club is willing to rent our pool for the next 3 off-seasons for a total of 23 months (7+8+8 months) and they are offering a fixed \$4,000 a month.

Evaluate FVCA's costs needed to accommodate the rental, most importantly the need to acquire and install a heater, its maintenance, but also any additional pool maintenance and chemicals, utilities, insurance, cleaning, etc. to understand if our costs can support the offered rental amount.

Discussion

Vote

Attendees: Katie Eisterhold, Dan Zoch, Fletcher Dunson, Kyle Hill, Ladd Williams, Josh Nix, Kiel Von Feldt, Linda Kutac of the Dad's Club

Call to Order: Meeting called to order 7:23PM

Approval of Minutes: Williams makes a motion to approve June 2023 regular meeting and June 2023 special meeting minutes; Zoch seconds, all approve.

Treasurer Report: Still working on getting the desired presentation of FVCA financials so that they're more clear and concise; waiting on final numbers from the swim team to be able to close the books following their 2023 season.

ACC/ASC Report:

3 new members joining ASC/ACC and will have orientation soon
Last month slow, but previous months much busier

Advisory Committee Reports:

Security: not present, no update from last regular meeting

TIRZ 17: no update from last

Memorial Super Neighborhood: no update

Pool Executive Committee: discussed in other business below; FVCA board members need to be checking on the pool.

Other Business: discuss the feasibility of renting the pool during the off-season to Dad's Club and vote (30-40 minutes)

Background: Dad's Club is willing to rent our pool for the next 3 off-seasons for a total of 23 months (7+8+8 months) and they are offering a fixed \$4,000 a month.

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Discussion

Vote

Dan Zoch introduced Linda Kutac with Dad's Club who he met when the re-decking bids led CIC to go look at the work performed at their facility while considering our bids. Zoch provided general background that Dad's Club would be interested in leasing our pool in the off-season in order to have space for all of their members and in turn this would generate a revenue stream for the FVCA to be able to continue to take care of the pool.

Linda Kutac gave a brief overview of the history of the Dad's Club and how it became profitable. Less than 25% of Dad's Club is from membership; largest areas of revenue include swim lessons and renting out their space; right now they have a wait list of 60 kids who need a space to swim. Dad's Club would like to put 2 groups of 30 kids each after school M-F from October through April (FVCA off-season). Dad's Club would not be making much at all after paying all of their coaches and rental fees (ages 7-11 and beginning competitive swimmers in middle school); Linda advised that if any FV residents fit the profile of what swimmers would be here that they could likely accommodate the request.

Kyle Hill advised Linda that Sweetwater comes to our pool once a week in the off-season and wanted to know if that was enough; Linda advised that they'd test the water daily and would notify Sweetwater if needed to come adjust chemicals; they want to heat the pool to 82 degrees; Dad's Club installed Lochinvar heater in 2018 and they've had a few things here and there but overall no issues. Linda is a fan of Sweetwater and Dad's Club was a big fan of Progressive Aquatics who came in and rehabilitated one of their pools.

Zoch presented the estimated cash flow (attached) for the Dad's Club and the proposed terms sheet (also attached). The initial draft proposed agreement with the Dad's Club, which has not been reviewed/edited, is also attached.

In looking at the terms sheet, namely the hours the Dad's Club is proposing, we need to consider that Memorial Middle School lets out at 3:55PM, traffic remains in the area until about 4:15PM; we may need to consider shifting the start time to 30 minutes later to accommodate for the end of MMS school day; parking has already been considered and the proposed contract includes that the Dad's Club must park in the Kimberley parking lot immediately across from the pool or on Kimberley/Hallie adjacent to the sidewalks around Bendwood Park; Linda Kutac advised that the majority of parents simply drop-off their kids.

The board is cognizant that there may be pushback and that estimated costs could be wrong and as a result we don't end up with the cash flow to the pool that we thought we would have; a solution to this is to give both Dad's Club and FVCA an out at the end of 2 years: an out at the end of 2 years would mean that we covered the cost of the pool heater FVCA purchased and made a bit of extra money on top of that.

The main goal in all of this is to provide an additional revenue stream for the FVCA during the months where FV residents are not using the pool (and have not historically used the pool) in order to be able to have available funds for repairs and upkeep to the pool; once we get going with the Dad's Club and learn more about being a "landlord" so to speak, FVCA can consider letting other groups rent out our pool space at other times during the off-season to raise additional revenue for the FVCA.

Numerous comments were made that with the FVCA should try to include in the agreement with the Dad's Club escalate our costs (such as presenting the Dad's Club with an escalator of 5% but being willing to accept 3%) for years 3, 4 and 5 so that we continue to make money and that costs are covered. in order to cover costs and continue to make money from an asset that we're not using from Labor Day through the beginning of swim team season; we need to be cognizant that we don't allow Sweetwater to take advantage of us by increasing their costs more than is needed to accommodate off-season use, but Kyle Hill thinks that they'd work with us to manage our costs so that we'd continue to make money.

Dunson makes a motion to purchase and install a heater for up to \$55,000 contingent upon a fully executed contract with the Dad's Club as reviewed/approved by the FVCA attorney; Williams seconds, all present approve.

Dunson makes a motion to proceed with entering into a lease agreement with the Dad's Club at a minimum with the terms as presented on the terms sheet and that we seek to improve terms for the FVCA so as to increase total revenue stream for the FVCA and that contract will not be executed without extensive review; Williams seconds, all present approve.

Eisterhold advises that we will need to make sure to send out ample notification via website, email blasts, Facebook, etc. to notify FV residents that the pool will not be open following Labor Day weekend (including on the weekends as before) so that the pool repairs can be made.

There will be a pre-construction meeting on Thursday, 7/13/2023 at 8AM with Progressive in advance of the major pool project which was voted on pursuing during the 6/28/2023 special meeting. The members of the Capital Improvement Committee plan to be there.

MEETING ADJOURNED 8:50PM.



Katie Eisterhold <katiebernardeisterhold@gmail.com>

FV / DC Proposed Lease Agreement

Dan Zoch <dzoch@carsoncompanies.com>

Sat, Jul 8, 2023 at 7:19 PM

To: Ladd Williams <laddwilliams@gmail.com>, Alexander Rosca <alexander.rosca@gmail.com>, Cezar Andrei <cezar.andrei@gmail.com>, Fletcher Dunson <fdunson@thesprintcompanies.com>, Katie Eisterhold <katiebernardeisterhold@gmail.com>, Kyle Hill <kyle@westsiderealtors.com>, Michael Ferrier <ferrier.michael@gmail.com>

Board,

Attached for your review is the latest Term Sheet for the proposed DC offseason rental. The GM for the DC, Linda Kutac, will attend our meeting Monday and be available for 15 minutes of Q&A. Hopefully we can fit her in as Item 1 on the agenda so she doesn't have to wait. Please note a material change to the Term Sheet – the DC is looking for a 5 year commitment with the ability for either party to cancel after year 2.

Also attached is a proposed Use Agreement prepared by the DC. Assuming there is consensus to move forward following the discussion with Linda we will need to get this reviewed by our attorney. I'm not sure if that's Michael or if we have other counsel.

In my opinion this is an opportunity for us to create an ongoing revenue stream to generate much needed funds to enhance the pool. I do worry that about an unanticipated issue (like traffic) could irritate the residents, and have tried to address that in the agreement. If anyone has any questions or concerns you are welcome to air them Monday or before.

Thanks

Dan Zoch

281-702-0704

2 attachments



FV DC Offseason Lease Term Sheet 07082023.docx
15K



2023 07 07 FV and Dads Club Agreement.docx
67K

Fonn Villas / Dad's Club Offseason Lease Term Sheet

Offseason Rental Dates	Seasonal Rent, payable in monthly installments on the 1 st of each month
October 1, 2023 – April 30, 2024	\$26,500
September 3, 2024 – April 30, 2025	\$31,000
September 2, 2025 – April 30, 2026	\$31,000
September 8, 2026 – April 30, 2027	\$31,000
September 7, 2027 – April 30, 2028	\$31,000
Hours	Monday – Friday 4:00 pm – 6:30 pm
Cancellation	Both parties shall have the right to Terminate the agreement from May 1, 2025 on by giving the other party ninety (90) day advanced written notice.
Gas Expense	Dad's Club to reimburse FV for Offseason Gas expense
Use Intensity	During Hours DC will have 2 groups of approximately 30 swimmers each (not at the same time)
Insurance	Provided by Dad's Club. To include general liability, auto, workers comp and commercial umbrella coverage. Also shall include waiver of subrogation.
Maintenance	FV to fund annual pool cleaning contract by Sweetwater. DC to fund any incremental maintenance cost resulting from their rental including but not limited to trash removal, janitorial, paper goods stocking, etc. Heater maintenance by FV.
Parking	DC to use FV Parking Lot or Kimberly adjacent to park. No street parking on Hallie Dr. DC to enforce rules.
Insulation Blanket	Provided and managed by DC at their discretion
Fonn Villas Resident Use	FV Lap Key holders may use the pool outside of DC hours

NOTE: This proposed Agreement will become effective upon approval and signature by the Fonn Villas Civic Association, Inc and Dad's Club Aquatic Center, Inc. Board of Directors

POOL FACILITY USE AGREEMENT

This Swimming Pool Use Agreement (the "Agreement") is made and entered into as of October 01, 2023, by and between Fonn Villas Civic Association, Inc. a Texas nonprofit corporation ("FV") and the Dad's Club Aquatic Center, Inc., a Texas nonprofit corporation ("DADS").

RECITALS

A. FV owns and operates a swimming pool facility located at 631 Hallie Dr., Houston, TX 77024 ("Pool Facility").

B. DADS is a USA Swimming club team consisting of swimmers between the ages of 4 and 60, and their parents, guardians, and coaches. DADS practices and competes short course season during the months of September through April ("DADS Swim Season"). DADS is a member the Gulf Swimming Inc. LSC and USA Swimming, Inc.

C. DADS desires to use the Pool Facility and any ancillary equipment for practice and learn to swim training during the DADS Swim Season, subject to the terms of this Agreement.

D. FV desires to allow DADS to use the Pool Facility during the DADS Swim Season, subject to the terms of this Agreement.

AGREEMENT

1. Use. Provided that by the Commencement Date (defined below), FV has installed a [gas pool heating system that is functional and can heat the Pool Facility water to 86F degrees,] FV allows DADS to use the Pool Facility during DADS Swim Season for swim practices and training during the periods set forth in paragraph 2 below. DADS will pay rent of \$26,500 for Term 1. Term 1 rent is payable in seven (7) equal monthly payments and each monthly payment is due on the first day of each month during Term 1. For Terms 2 through Term 5, DADS will pay rent of \$31,000 per Term. Term 2 though Term 5 rent is payable in eight (8) equal monthly payments and each monthly payment is due on the first day of each month of the Term covered by this Agreement.

2. Term. Subject to termination rights in paragraph 3 below, this Agreement will cover a total of five (5) DADS Swim Seasons. Term 1 will begin on October 1, 2023 (the "Commencement Date") and continue through April 30, 2024, Term 2 will begin on September 1, 2024 and continue through April 30, 2025, Term 3 will begin on September 1, 2025 and continue through April 30, 2026, Term 4 will begin on September 1, 2026 and continue through April 30, 2027, and Term 5 will begin on September 1, 2027 and continue through April 30, 2028 (the "Expiration Date").

3. Renewal/Termination/Term Modification. Provided this Agreement continues through Term 5, after the Expiration Date, this Agreement shall renew on an annual basis. In no event shall either Party terminate this Agreement until the end of Term 2. After the end of Term 2, this Agreement may be terminated by either FV or DADS upon ninety (90) day's written notice, delivered to either party by certified

mail. If the short course season is modified, Dads Club may update the DADS Swim Season schedule and related Term with written email approval from the appointed FV representative.

4. Hours of Use: During any Term (described above), Dads Club will have access to the Pool Facility from Monday through Friday between four (4) pm and six-thirty (6:30) pm.

5. Storage. DADS shall be allowed to store team-related items at the pool during the DADS Swim Season. All storage areas shall remain locked when not in use. FV is not responsible for any of the equipment of items stored on the premises by DADS. DADS is authorized to use customary storage containers and structures for this purpose and may store such containers or structures at an agreed upon location within the Pool Facility.

6. DADS Responsibilities. DADS agrees to do the following during the Term:

(a) Employ and supervise certified USA Swimming coaches and staff to operate the swim team practices.

(b) Provide adequate supervision for all swimmers based on their swimming abilities, including having at least one coach, who is also a certified USA swimming coach who has completed safety training for swimming coaches, criminal background check, and other education as required by USA Swimming, on deck at all times that DADS is using the pool, and, further, provide all necessary first aid, life guarding supplies and equipment needed by DADS;

(c) Maintain a reasonable level of cleanliness and tidiness of the pool, shed, and storage areas, at all times.

(d) Provide to all team members and take reasonable efforts to enforce FV's standard Rules and Regulations for pool use, a current copy of which will be provided to DADS by FV no later than September 1 of each year.

(e) During the DADS Swim Season, Dad's swimmers and coaches will use the FV parking lot or the Kimberly lot adjacent to the Pool Facility. No street parking on Hallie Dr. DADS agrees to use reasonable effort to enforce parking rules.

7. Pool Security. In addition to adhering to all Pool Rules, DADS agrees:

(a) Facility access codes and keys provided by FV to DADS must be kept and used by coaches and DADS managers only.

(b) FV shall have the authority to change pass codes and locks if the need arises, in the sole judgment of FV.

(c) Further, should the need to change pass codes and locks arise because of the conduct of DADS, the cost of changing pass codes and locks shall be borne by DADS.

(d) DADS is not liable for the FV resident use (aka lap key users) of the swimming pool.

8. Pool Facility Maintenance and Repair.

(a) FV to fund annual pool cleaning|maintenance|chemical contract under a separate agreement between FV and Sweetwater. During the DADS Swim Season, FV agrees to maintain pool water so that it is clean and functional for DADS intended use. DADS shall accept the Pool Facility in "as is" condition on the Commencement Date of each Term. If desired, DADS and FV may conduct a preseason walk-through or inspection of the Pool Facility in order to establish the condition of the Pool Facility on the Commencement Date and identify any areas of concern regarding maintenance or repair. The preseason walk-through or inspection of the Pool Facility is not intended to create any duty on the part of FV to upgrade or improve the Pool Facility. In the event the Pool is unfit for its intended use by DADS and requires repairs, DADS will be entitled to pro-rated reimbursement/reduction of rent during those times that DADS is unable to use the Pool Facility (this would include time, if any, that the heating system does not work and is too cold for reasonable use). If Pool Facility repairs are necessary, FV agrees that it will make any required repairs within a reasonable time.

(b) Nothing herein contained shall be construed to obligate DADS to make repairs to the Pool Facility resulting from ordinary wear and tear during any Term. Further, DADS shall not be responsible for repairs from damage or wear and tear caused by FV between May 1 and August 31 of any year.

(c) DADS must immediately notify the Fonn Villas Civic Association, Inc. of any damage to the Pool Facility that occurs during the times DADS has use of the Pool Facility.

(d) During the term of DADS use, in the event of damage to or destruction of the Pool Facility or any part of the Pool Facility due to the acts, negligent or otherwise, of DADS employees, members, volunteers or guests, reimbursement for replacement or repair thereof shall be made by DADS to FV.

(e) DADS shall be responsible for suppling bathroom soap and paper goodsand garbage pick-up which result from DADS practices and team events.

(f) After every use, DADS will leave the entire Pool Facility clean and will put away and secure all equipment in the appropriate storage area.

(g) At the end of the Swim Season, DADS will conduct a thorough clean-up of all areas used by the team. During the Swim Season covered by this Agreement, DADS shall have exclusive use of the Pool and Facility in question.

(h) The cost of gas, incurred during use by DADS, shall be the responsibility of DADS.

9. ADA/Disability Access. FV has installed a permanent lift.

10. Insurance.

(a) During periods of use, DADS will maintain at its sole cost and expense, the following of insurance: Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000.00) combined each occurrence and in the aggregate insuring against liability of the insured with respect to the use of the Pool Facility. The Commercial General Liability Insurance-maintained by DADS will name FV as an additional insured; and shall include waiver of subrogation.

(b) DADS will deliver to FV certificates of coverage or copies of the policies of insurance

that DADS is required to carry pursuant to this Paragraph 10.

11. Indemnity. DADS hereby agrees to indemnify, defend and hold FV and its directors, officers, members, employees, and agents harmless from and against any claims, losses, damages (including but not limited to consequential damages), injuries, liabilities, judgment;, costs, and expenses, including attorneys' fees incident to, arising from, or related in any way whatsoever resulting from or arising out of the actions or omissions of DADS, its agents or invitees, in connection with DADS's use of the Pool Facility. This release of liability shall be effective and binding upon DADS, and DADS's guests, next of kin, executors, administrators, successors, and assigns in the event of property damage, illness, and/or personal injury including death.

12. Casualty; Condemnation. In the event of any casualty or condemnation of the Pool Facility or any part thereof, FV may elect to terminate this Agreement immediately upon written notice thereof to DADS.

13. Termination; Default.

This Agreement may be terminated for cause by the FV Board of Directors after reasonable written notice and opportunity for mitigation are provided to DADS if:

- (a) DADS fails to adhere to Pool Rules resulting in property damage or unsafe conditions;
- (b) DADS persistently misuses the Pool Facility, including but not limited to using the Pool Facility at times not listed on the Exhibit A schedule;
- (c) DADS members or guests are cited for or found guilty of vandalism of the Pool Facility;
- (d) DADS Board members, coaches, or volunteers commit significant illegal acts charged as felonies in connection with DADS use of the Pool Facility;
- (e) DADS use of the Pool Facility leads to a legal claim or lawsuit against FV;
- (f) DADS defaults in the performance of any substantive part of this Agreement, including but not limited to adherence to FV Rules, protection and maintenance of the Pool Facility, and operation of a safe swim team for all members, coaches, and guests of DADS.
- (g) DADS fails to pay rent as required by paragraph one (1) of this Lease. After notice, DADS shall have a ten (10) day grace period to pay any rent due and owing.

This Agreement may be terminated by DADS if FV does not comply with this Agreement or does not give DADS access to the Pool Facility as set forth above.

14. Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance to any extent is held void and invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held void or invalid will not be affected thereby) and each provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

15. Relationship of Parties. Nothing contained in this Agreement will be deemed, construed or implied as creating the relationship of principal and agent, landlord and tenant, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of FV and DADS as is expressly set forth herein. Nothing contained in this Agreement will be deemed, construed or implied as creating an employment or agency relationship between FV and DADS's employees or agents.

16. Binding Effect; Choice of Law. The parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words imparting such covenants and conditions were used in each separate paragraph hereof. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement is governed by the laws of the State of Texas.

17. Amendments. This Agreement cannot be amended or modified except by written instrument signed by both of the parties to this Agreement.

18. ENTIRE AGREEMENT. THIS INSTRUMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN HOA AND SWIM TEAM RELATIVE TO THE POOL FACILITY. IT IS UNDERSTOOD THAT THIS AGREEMENT SUPERSEDES AND CANCELS ANY AND ALL PREVIOUS NEGOTIATIONS, ARRANGEMENTS, AGREEMENTS, OR REPRESENTATIONS, AND UNDERSTANDINGS ., IF ANY, BETWEEN THE PARTIES HERETO

19. Attorneys' Fees. In the event of a dispute over any terms or conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

20. Notice. Unless otherwise stated in this Agreement, any notice required to be given hereunder shall be given in writing and delivered either by mail or email to the following persons and at the addresses listed below:

- (a) If to DADS Club Aquatics:
Attn: Executive Director
1006 Voss Road
Houston, TX 77055
Email: linda.kutak@dadsclubaquatics.com
- (b) If to Fonn Villas Civic Association, Inc.:

IN WITNESS WHEREOF, the parties hereto have respectively executed this Agreement to be effective as of the date first set forth hereinabove.

Fonn Villas Civic Association, INC.

By: _____
Its: President

Dads Club Aquatic Center, Inc.

By: _____
Its: President

FVSC Dad's Club Estimated Cash Flow 2023-2028

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
Revenue	\$ 26,500	\$ 31,000	\$ 31,000	\$ 31,000	\$ 31,000	\$ 150,500
Expenses						
Heater Install	\$ 43,934					\$ 43,934
Heater Maint.		\$ 850	\$ 850	\$ 850	\$ 850	\$ 3,400
Misc. Exp.	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 10,000
Add'l Pool Chem	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 5,000
Add'l Insurance	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 2,500
Cash Flow	\$ (20,934)	\$ 26,650	\$ 26,650	\$ 26,650	\$ 26,650	\$ 85,666

FONN VILLAS HOA

Memorandum

To: Fonn Villas Board of Directors
From: Capital Improvement Committee
Date: June 19, 2023
Subject: Re-deck Recommendation – Fonn Villas Swim Club

The existing deck overlay at the FVSC is beyond its useful life as evidenced by the cracking, fading, drain failure and exposed joints. The Capital Improvement Committee has met with at least 5 pool contractors to solicit recommendations and proposals to repair and/or replace the existing overlay.

The bids are summarized as follows:

Bidder	Amount
Progressive Commercial Aquatics, Inc.	\$130,791
Sundeck of Houston	\$150,441
Platinum Pools	\$161,333

All of the reputable commercial contractors we talked to recommended grinding off the existing overlay and replacing with new. None of the contractors recommended jackhammering out the existing deck and concrete subgrade and replacing as it could cause structural damage to the pools. In addition to the deck the drains need to be completely rebuilt to provide positive drainage so the new deck will last. After reviewing the proposals and soliciting references, we recommend engaging Progressive for the job. Progressive (www.proaquatic.com) specializes in commercial pools and has been in business for 40 years. They recently renovated another pool in Spring Valley (Dad's Club) and it turned out very well. We spoke with the General Manager of the Dad's Club and she highly recommended Progressive and said they would use them again.

If approved, Progressive could start work immediately after Labor Day and the project duration would be about 3 weeks. The \$131,000 project would be funded from our Reserve Maintenance Fund. The CIC recommends proceeding with Progressive.



Spray Deck Info Sheet

- What is lifespan of spray deck? Specifically complete re-do?
 - If owner keeps up with re-color the every 3 to 5 years, there is no reason why it shouldn't last 15+ years. Re-color estimate \$12-14K

- What is warranty?
 - Two (2) year guarantee against defective materials or workmanship (i.e. bond failure). Including chipping, flaking or peeling of the application.

- How long will Fonn Villa project take?
 - 2-3 weeks weather dependent.

- What types of decking are other commercial pools using?
 - The most common is spray decking.
 - Some new builds chose to just do brushed concrete, due to budgeting. But we tend to see them apply spray decking later on due to keep look and it's a slip deterrent.
 - Indoor pools also use tile, but this is very expensensive.

- How do we care for our decking/maintain?
 - After application is finished:
 - Walking on your surface is permitted after one full day of sunlight.
 - Personal touches such as: a grill, pottery or furniture, etc., can be added 48 hours after completion. Be aware that before any furniture can be placed upon your surface, you need to add plastic protectors to the bottom to avoid scrapes or indentations.
 - All Automobiles can be driven on your driveway 5-7 days (weather permitting) after completion.
 - Surfaces take 21 days to harden, so please avoid pushing or pulling heavy objects over your surface during this time.
 - Please be cautious not to spill pool chemicals on your surface such as: undiluted muriatic acid or chlorine, as it could possibly discolor your deck.
 - No fertilizing or watering of any kind can be done near or around your freshly applied to surface. It is advised that you wait 12 hours before resuming lawn care or pool surface.



- **Cleaning of Stains & Dirt:**
 - To stop stains and dirt from being ground into your surface, be sure and clean bi-weekly with a water hose.
 - For harder stains, you can use a firm brush with a citrus-based detergent. Apply detergent, scrub and then hose off.
- **Tougher Stains:**
 - Water puddles can sometimes leave behind white stains. In cases like this, just pick up “Lime Away” at your local grocery store. Apply to surface, let sit for 10 minutes and then rinse.
 - Rust stains can also be removed by buying “Iron Out” (white bottle with red lettering) at your local Lowes or Home Depot.
 - For tough stains use “GoJo Orange” (rub on and hose off).
- **Effects of Salt:**
 - Efflorescence appears as a white crystalline deposit of salts, lime and/or other minerals that surface on concrete, grout, and tile. These water-soluble salts and minerals typically come from the ground or where cementitious or alkali substances exist. Salts and minerals travel to the surface, using moisture as their carrier; when the moisture evaporates, the salts and minerals are left over. Efflorescence is like the white powder left on the surface of a pool or any concrete surface once the water evaporates. This can be removed by using a mixture of 25% Muriatic Acid mixed with 75% water.
- **What should I avoid/cause damage to my decking?**
 - Power Washer with a PSI over 2000
 - Metal or wire brushes
 - Full strength acids
 - Metal scouring pads

Proquatics Notes

Erica Peace

erica@proquatic.com

832-425-4196 (Cell)

Q&A

How should we think about underground plumbing and electrical issues?

- If you suspect a leak spend \$2k on a leak detection survey and repair as necessary
- Replacement of majority or all of plumbing on old pool generally doesn't make sense because you have to bring to current code which requires you replace from main drain to pump house which is cost prohibitive
- Same with electrical. If you can't pull pool lights and chase from there it's cost prohibitive to chase and you're better off installing overhead lights
- For these reasons with old pools it often makes sense to ride them out rather than do major preventive repairs/replacement
- Dad's Club went through similar analysis and is riding it out

How much would it cost to rip out all deck and replace?

- \$1 M+. Better off replacing with modern pool at total cost of \$1.5-2 M.

How do we go about pricing new pool?

- Spend \$5-8K to go through Progressive Aquatics Design & Budget Process. Resultant plans will be owned by POA and can be bid to other pool contractors. Would involve aquatic engineer and landscape architect. Work can be sequenced over a couple years.
- Total cost magnitude of all new pools is \$1.5-2 M. Would not build what we have now (inefficient, wasted space, etc.). New Pools design have shallow areas, slides, splash pads, etc.

Can we "poor boy" and recolor existing deck, fix drains, etc.?

- Perhaps but existing decking was installed in 2012, is delaminating and is at the end of its useful life. So you might be throwing good money after bad.

BID #1

Progressive Commercial Aquatics, Inc.



2510 Farrell Rd
Houston TX 77073
281-982-0212

Quote

Quote #: Q6698
Date: 3/6/2023
Shipping Method:
Salesperson: Erica
Exp Date: 5/5/2023

Bill To

Cash Counter Account (CASHCT)
Decking - Fonn Villas
FONN VILLAS
613 HAILLE DRIVE
HOUSTON TX 77029

Ship To

Cash Counter Account (CASHCT)
Decking - Fonn Villas
FON VILLAS
613 HAILLE DRIVE
HOUSTON TX 77029

Item	Description	Qty	UOM	Unit Price	Tax	Total
NONSTOCK	Complete Refurb of Current Deck *See details	1	EA	\$99,675.00	\$0.00	\$99,675.00
NONSTOCK	Drain Re-do	1	EA	\$22,816.00	\$0.00	\$22,816.00
NONSTOCK	Refurb of Concrete Under Pavillion *See Details	1	EA	\$8,300.00	\$0.00	\$8,300.00

TX \$0.00
HIMTA \$0.00
Har#24 \$0.00

Total Weight of Items 0 lbs

Total \$130,791.00
Tax Total \$0.00
Grand Total \$130,791.00

There will be a 25% restocking fee on all returned items.
Credit Card Purchases will include a 2% Service Fee
Due to Material Shortages, Quotes are only valid for 60 days

Thank you for your business



Progressive Commercial Aquatics, Inc.

2510 Farrell Rd
Houston TX 77073
281-982-0212

Quote

Quote #: Q6698
Date: 3/6/2023
Shipping Method:
Salesperson: Erica
Exp Date: 5/5/2023

Bill To

Cash Counter Account (CASHCT)
Decking - Fonn Villas
FONN VILLAS
613 HAILLE DRIVE
HOUSTON TX 77029

Ship To

Cash Counter Account (CASHCT)
Decking - Fonn Villas
FONN VILLAS
613 HAILLE DRIVE
HOUSTON TX 77029

Item	Description	Qty	UOM	Unit Price	Tax	Total
PROJECT TO INCLUDE:						
LINE 1:	REFURB OF EXISTING DECK - Removal of existing deck coating, application of new spray deck, removal and replacement of all expansion joints, new expansion joints between decking and pool coping, and new deck markers around all pools. Includes area inside gates and sidewalks outside - all currently decked areas. No new concrete added. Customer to pick color.					
LINE 2:	DRAIN CLEANING - Cleaning of all drains. PLEASE NOTE - drains appear to be installed incorrectly. They may NOT drain properly after cleaning. Drains can be re-done - approximately \$92/linear ft. With 248 linear ft that would be \$22,816					
LINE 3:	NEW DECK - Demo of current poly decking. Addition of new concrete would be added to entire area. Spray deck to match other decking would be applied.					
LINE 4:	REFURB OF PAVILLION DECK - Removal of epoxy paint and application of spray deck.					
LINE 5-7:	Install of new back stroke flag stanchion post. Flags not include, but can be quoted.					

TX \$0.00
HMTA \$0.00
Har#24 \$0.00

Total Weight of Items 0 lbs

Total \$130,791.00
Tax Total \$0.00
Grand Total \$130,791.00

There will be a 25% restocking fee on all returned items.
Credit Card Purchases will include a 2% Service Fee
Due to Material Shortages, Quotes are only valid for 60 days

Thank you for your business



Proposal & Contract (Detail)

Sundek of Houston
 5070 Ashley Ct., Houston, TX, 77041
 Phone (281) 859-4696 CSC • Fax (281) 859-4698 CSC



Opp S221101-112802
 Job P221128-175963

Owner: Fonn Villas Swim Club
 Address: 631 Hallie Dr, Houston, TX, 77024
 Phone: (281) 702-0704
 Sales Rep: Vincent Penne, Mobile: (281) 739-0351
 Go Ahead Date:

Referral Partner:
 Address:
 Referral Contact:

BID #2

GENERAL DESCRIPTION OF WORK

Scope of work includes mobilization of crews, material, and equipment to the job site. Removal of all furniture, potted plants, grills, and any customer belongings are to be moved by the customer prior to the arrival of the Sundek of Houston installation crew. Homeowners are responsible to make sure no people or pets walk on the surface of the work area during the installation process. Homeowners are to make sure to shut off any sprinkler or irrigation systems on or around work areas. Any damage caused by the before mentioned will be repaired at the homeowners expense.

**Customer must provide access to water and electricity.

*** COPING- NO WORK TO BE DONE. IN THIS PROPOSAL, THE SCOPE OF WORK DOES NOT INCLUDE THE COPING (REMOVAL OF EXISTING LIMESTONE OVERLAY AND APPLICATION OF NEW OVERLAY) *****

*****OPTIONAL ITEM 191***** APPLY SUNDEK MASONRY EFFECT (PATTERN) TO CLASSIC TEXTURE. CUSTOMER SELECTION IS A (DESIGN TBD)*****

SYSTEM, CLASSIC TEXTURE NO PATTERN ON POOL DECK + COVERED SECTION + WALKWAY (STREET SIDE)
 INCLUSIONS AND SCOPE OF WORK

- Remove existing urethane mastic in the expansion joints
- Cover pool with sheets of plastic during topping removal to protect pool and plaster from dust and debris from the removal process
- Remove existing flagstones by us of commercial concrete planner, chipping hammers, chisels, sledge hammers, commercial grinders, and commercial vacuum. Once slate/ is removed, grinders may have to be used to smooth out or remove existing thin set mortar. Bubble wrap and/or plastic wrap adjacent windows and pool for protection against flying debris. Additional labor hours are approximate and may change once topping removal is started or unknown variables are discovered
- ***** Remove to Sundek specification. Upon completion of topping removal any and all unforeseen issues will be addressed (ie additional cracks, blending, additional expansion joint work)*****
- ***** Dust, Virtually all construction work creates dust. SUNDEK OF HOUSTON crew will do their best to minimize and confine the dust to the project area. It is the owners responsibility to have any and all non-project and surrounding areas thoroughly cleaned once the project is completed if necessary. The term "Area" includes but is not limited to Pool, grass,, house, solar panels, roofs, balcony, plants, furniture, fence and windows and/or ANY area not described in contracted scope of work *****
- Clean up job site
- Powerwash surface to Sundek specification to remove all dirt and debris to prepare for the chosen Sundek product
- Paper and mask surrounding areas to protect property during the application process
- Apply epoxy weld crack treatment to cracks ***No Warranty on crack treatment*****
- Apply 2 base coat for a proper bonding interface and to make a uniform surface profile
- Float bubble pack around pool perimeter to help protect the pool interior from debris
- Blending/Concrete repairs will only occur in the identified areas, Sundek is not responsible for water drainage in other areas not specifically identified in this contract. Blending pricing is an estimate, Sundek will blend up to the specified amount of material quoted only. If after this amount of material is used, and the Owner is not satisfied with the result, additional material will be used per Owner request and accepted change order.
- *****OPTIONAL***** Apply Sundek Masonry Effect to Classic Texture, Customer selection is a (TBD) design in color of customers selection *****
- Apply Sundek Classic Texture spray coat for the desired decorative look while also providing a slip-resistant surface (1 Color TBD)
- Fill with sand and install self-leveling urethane mastic to Sundek Spec in open expansion joints + coping joints ****No Warranty***
- Clean up the job site of all materials, equipment or other Sundek related debris

EXCLUSIONS

- Removal of furniture and/or personal belongings
- Work on coping (Remove existing limestone or apply new overlay)
- Urethane mastic
- Warranty on Epoxy crack treatment
- Urethane crack treatment
- Leveling of concrete
- Adding new concrete
- Remove or replace existing depth markers
- Remove or replace channel drains
- Any work not specified in this proposal

Classic Texture

Helpful Links

- Product Brochure - <https://www.sundek.com/wp-content/uploads/630-Classic-Texture-Brochure-Current.pdf>
- Color Chart - <https://www.sundek.com/wp-content/uploads/421-Final-Signature-Color-Chart-PDF-1.pdf>
- Photo Gallery - https://www.sundek.com/photo-gallery/classic-texture_21/

- *Pricing good for 30 days Subject to change after 30 days
- **2/3 weeks after signing the contract as of 11/28/2022 Subject to change depending on actual sign date and upcoming weather (inclement weather)
- ***Deposit to be paid 2-3 weeks prior to start date

Upon completion the customer agrees to inspect workmanship of completed project with installation crew leader. Crew shall make any necessary touch ups or corrections at this time. Once work is deemed fully satisfactory/accepted, Customer shall release crew from project by Signature of crews acceptance form. Should the crew not present this form for signature please contact Alexis Raygoza operations manager @ 281-301-5921

Proposal is valid until 12/28/2022. A 4.5% increase shall be applied on 12/29/2022 and every calendar year thereafter.

Payment terms, A 50% mobilization deposit is required no less than 2-3 weeks prior to installation. Deposits can be made online @ <http://www.sundekhouston.com/payments/>. Final project balance is full net due at time of completion and customers acceptance of the work performed after install in crew/customer joint inspection.

For the Contract Amount, SUNDEK OF HOUSTON "Contractor" agrees to furnish necessary materials and labor and to complete the construction on the property in a good, workmanlike manner according to the above specifications.

System Type: Classic Texture, Option Detail: *****OPTIONAL ITEM 191***** Apply Sundek Masonry Effect to Classic Texture, Customer selection is a (TBD) design in color of customers selection., Years of Warranty: 2

Product	Unit	Quantity	Rate/Color	Grout	Patterns	Notes	Price
212 Topping Removal - Level 3	SF	8137.00	\$3.03			Top Removal existing limestone around pool #1, pool #2, pool #3, covered section and walkway (street side) ****Does not include removal on coping****	\$24,655.11
1 Remodel Classic Texture (2 base coats, 1 color)	SF	8137.00	\$5.51			Remodel Classic Texture (2 base coats, 1 color)	\$44,834.87
227 Epoxy Weld Crack Repair	LIN FT	265.00	\$6.07			Epoxy weld crack repair *****No Warranty on crack treatment***	\$1,608.55
223 Blending - Per Bag	BAG	6.00	\$220.50			Concrete repairs in different areas around pool #1 and pool #2, and pool #3. Apply Epoxy 54 Primer. Apply Epoxy 54 Primer	\$1,323.00

300 Remove Joint Sealant	L N FT	572.00	\$2.21		Remove existing mastic in expansion joints	\$1,264.12	Contract Amount	\$119,325.70
301 Replace Joint Sealant - <1/2	L N FT	1851.00	\$4.41		Install new urethane mastic in all expansion joints + Coping joint****No Warranty on urethane mastic****	\$8,162.91	Tax (4%)	\$0.00
408 Fuel Charges	DOLLAR	4.00	\$75.00		Fuel + Travel time	\$300.00	Total Due	\$119,325.70
407 Supplies & Disposables	SF	8137.00	\$0.45		Supplies and disposables required during installation. Paper, plastic, tape, bubble pack, brushes, etc.	\$3,661.65	Deposit (50%)	\$59,662.85
251 Cover Pool	L N FT	474.00	\$2.87		Cover pools with plastic sheets during top removal	\$1,360.38	At Completion (50%)	\$59,662.85
386 Equipment Rental	DOLLAR	4000.00	\$1.00		Equipment rental. Commercial concrete planer, commercial grinders, and commercial vacuum required for top removal process	\$4,000.00	* 3% Credit Card Surcharge Fee	\$3,579.77
191 Masonry Effects - Level 1	SF	8137.00	\$3.03		*****OPTIONAL***** Apply Sundek Masonry Effect to Classic Texture. Customer selection is a (TBD) design in color of customers selection	\$24,655.11		
409 Prep & Mobilization	EACH	3500.00	\$1.00		Labor required for the protection of the work area from damage/debris (protection of the work area, clean up and any debris haul-off)	\$3,500.00		
	SF	8137.00				\$119,325.70		

\$119,325
 + 22816 Drains
 + 8300 partition
 150,441

Please Note: A Surcharge Fee of 3% will be applied on payments made via credit cards to cover the cost of our secure and convenient payment service.

NO COMPLETION DATE PROVIDED: Because of numerous factors beyond the control of Contractor such as weather, strikes, availability of material etc., a specific completion date cannot be guaranteed. SUNDEK OF HOUSTON will attempt to start project on approximate [redacted]

Owner's Warranties and Rights:

1. If Owner and Contractor agree in writing to alter plans or specifications for the construction, on completion Owner will pay for all extra work done and material furnished as a result of the alterations, and the sum shall be a part of the consideration and the debt secured by this Contract.
2. If Owner might become liable for a lien or claim for labor or materials furnished to Contractor and primarily chargeable to Contractor, Owner may retain from payment on the Contract an amount to completely indemnify Owner against the lien or claim.

Owner's Obligations:

1. Furnish at Owner's expense, all water and electricity necessary and required by Contractor for construction and installation of SUNDEK on the property.
2. Promptly pay to Contractor, when due, all of the Contract Amount in accordance with the foregoing payment terms.
3. Remove and/or protect any and all personal Property in or about the area where Contractor will be constructing or installing improvements.
4. Protect the improvements and working area during the application stage, from water damage from sprinklers and from damage or disturbance by other tradesmen and others.
5. Pay interest on any past due amount under this Contract to the rate of 1.5% per month beginning 60 days after such amount comes due, until paid in full.

Contractor's warranties:

1. Contractor guarantees all work to be free of defects in material and workmanship (bond failure, chipping, flaking, or peeling), excluding bond failure adjacent to substrate cracking, for period stipulated above when subject to normal use and care. SUNDEK OF HOUSTON shall, upon written notice within that period, remedy any breach of the Guarantee without charge, by repair or replacement, at the option of the Contractor, provided Owner has complied in full with terms and payments in full of this Contract.
2. Due to the inherent movement in concrete, soil and wooden structures, and possible lack of structural integrity of these substrate, no guarantee, either expressed or implied, is granted concerning cracks in coating or bond failure adjacent to substrate cracking.
3. Saw Cutting - SUNDEK OF HOUSTON is not responsible for damage to electrical lines, plumbing, irrigation, pool ground wire, or any other utilities during saw cutting of concrete. Saw cutting here refers to a complete cut of concrete slab to perform specified work. SUNDEK OF HOUSTON will only cut in removal or installation of deck drains or other instances specifically requested by Owner. Owner agrees to identify any buried utilities prior to the start of the project. Normal prep, grinding, scoring of cracks, scoring for decorative effect, and scoring for coping or joint relief do not require saw cutting by Sundek.
4. SUNDEK OF HOUSTON assumes no obligation or responsibility for deck drainage. SUNDEK OF HOUSTON will blend identified low areas in attempt to alleviate water drainage. The blending will only occur in the identified areas. SUNDEK OF HOUSTON is not responsible for water drainage in other areas not specifically identified in this contract. Blending pricing is an estimate. SUNDEK OF HOUSTON will blend up to the specified amount of material quoted only. If Owner is not satisfied with the result, additional material will be used per Owner request and acceptance of change order. Additional charges apply for water testing. (The blending installation carries a limited 1 Yr warranty).
5. Defects or failures caused by obvious mistreatment, neglect, or improper maintenance shall be repaired at the Owners expense.
6. All guarantees connected with this Contract and the work performed and the materials provided shall be void if, during the life of said guarantee, any work is done on the SUNDEK OF HOUSTON coating by others.
7. Dust: Virtually all construction work creates dust. SUNDEK OF HOUSTON crew will do their best to minimize and confine the dust to the project area. It is the owners responsibility to have the area thoroughly cleaned once the project is completed if necessary.

ENTIRE CONTRACT: Contractor and Owner are not bound by any oral representation by any agent of either party or any purported commitment not specified herein. No other work will be done without prior written authorization of Owner. If any dispute arises between the Contractor and Owner involving this Contract, the dispute MUST BE REFERRED to the Better Business Bureau for non-binding arbitration before any legal proceedings are instituted.

By signing below you, the owner, agree to all of the terms, conditions, covenants and warranties contained above and on the reverse and following pages of this agreement.

You, the owner, may cancel this transaction at any time prior to midnight of the third (3) business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

*Proposed contract valid until: 12/28/2022

Owner's Signature _____ Date _____

CONTRACTOR: SUNDEK OF HOUSTON

Vincent Penne
Digitally signed by Vincent Penne, 1.02.2002, 10:20 AM

Date 11/28/2022

Vincent Penne
 (Design Consultant)

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this Contract. If you sign this Contract and you fail to meet the terms and conditions of this Contract, you may lose your legal ownership rights in your home. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**

Color Choice Agreement

I, Fonn Villas Swim Club, the Property Owner or Property Owner's Designee, choose and take full responsibility for the choice of Sundek color. My choice of color(s) is/are

Systems:	Primary Colors	Grout Colors:
Classic Texture		

I accept the fact that all colors are as specified. A slight differentiation will be seen in transition to textured material. Colors may also vary slightly by being a shade lighter or darker, from natural coloring.

If, after the application of the color (stain, dye, finish coat, epoxy, etc), I am displeased for whatever reason, I accept full responsibility for my choice and will pay all necessary charges to change the color.

I, further hold Sundek of Houston completely harmless for the choice of and / or the acceptance of the color of my Sundek of Houston surface.

Color mottling and variations together with texture irregularities are intended to enhance the finished SunStamp/SunStain/SunAcid/SunDye/SunStone/SunCanvas products. Each SunStamp/SunStain/SunAcid/SunDye/SunStone/SunCanvas project is a custom creation and is unique in its color and texture characteristics.

BID #43

Platinum Pools
(281) 870-1600
4500 Blalock Rd
Houston, TX 77041



ESTIMATE #44916

Customer #25689

3/20/2023
EXPIRES: 4/8/2023

BILLED TO FVSC		SHIP TO FVSC	
ID	DESCRIPTION	QTY	
#11761	Deck Special Bid: <i>mastic around 3 pools and deck joints throughout deck.</i>	1	
#1684	Deck-O-Drain - Concrete Decking	430 ln.ft.	
#11766	Excavation Special Bid: <i>demo existing wood deck</i>	1	
#14091	Houston - Remodel: <i>City Permits</i>	1	
#13347	Platinum Pools Remodel Price Book	1	
PROGRESS PAYMENTS SCHEDULE			
#14059	Major Remodel Payment Schedule	1	
DECKING AND DRAINAGE			
#2941	Brush Concrete per sq.ft.: <i>for area where wooden deck is now</i>	800 sq.ft.	
#23587	Extra Prep Work For Applying Deck Coating To Pea-Gravel: <i>deck float and fill</i>	10870 sq ft	
#9372	Deck Coating Topping per sq.ft.	10870 sq.ft.	
		Subtotal	120,253.53
		Tax 0%	0.00
		Grand Total	\$120,253.53

PHASE	COMPLETED	AMT PAID	DATE PAID	DUE NOW
Major Remodel Deposit - 25%		30,063.38		
After Demo Completion Payment - 50%		60,126.77		
Tile & Coping Completion Payment - 20%		24,050.71		
Prior to Plaster Completion Payment - 5%		6,012.67		
		120,253.53	0.00	DUE NOW: 0.00

Current Job Balance \$120,253.53

I agree to pay the above total according to the card issuer agreement. I also agree to the terms as outlined below.

FVSC

143,069

Sign Your Name Below Using Your Computer Mouse (or using your Finger on a Tablet or Phone):

[Signature box]

I accept the terms of this agreement.

FONN VILLAS HOA

Memorandum

To: Fonn Villas Board of Directors
From: Capital Improvement Committee
Date: June 23, 2023
Subject: Lap Pool Heater Recommendation – Fonn Villas Swim Club

The FVBOD is considering leasing the pool in the offseason to the Dad's Club to generate revenue during a time when the pool has not historically been in use. For offseason use the lap pool will need to be heated and 3 bids have been obtained for a Lochinvar 1.26 M BTU gas heater as follows:

Bidder	Amount
Sweetwater	\$45,967
Progressive Commercial Aquatics, Inc.	\$40,750
Watts	\$39,624

Please note that these bids are NOT apples to apples. They each contain exclusions and estimates that will need to be quantified. For example, electricians and plumbers will have to make site visits to provide firm numbers. This will take an effort which doesn't make sense to undertake unless the board is in favor of moving forward with the Dad's Club rental and heating the pool.

The Lochinvar heater comes highly recommended by both Sweetwater and Progressive and is in use by other area pools who have been very pleased with it.

The CIC recommends the board approve up to \$50k to install a heater with a vendor vetted and ultimately selected by the CIC.

BID #1

Sweetwater Pools, Inc.

10408 Rockley Rd
Houston, TX 77099
281-988-8480
281-988-8503



Proposal

6/19/2023
Quote # 12193
Entered by - Rebecca

Bill To:
FONN VILLAS SWIM CLUB

Service To:
FONN VILLAS
635 HALLIE DR
HOUSTON, TX 77024

Heater Quote

Item	Description	QTY	Rate	Total
Description	SCOPE OF WORK: To install a heater for the lap pool.			
Material	MATERIALS (Lochinvar CPN1262 Heater, flowswitch, and T&P Gauge) - Lead time 7 weeks	1	38860	\$38,860.00
Material	MATERIALS (Outdoor Venting Kit	1	840	\$840.00
Shipping Fee	FREIGHT	1	1667	\$1,667.00
Material	MATERIALS (Misc. Plumbing and Valves)	1	1000	\$1,000.00
Total	MASTER ELECTRICIAN TO INSTALL THE CORRECT POWER NEEDED.	1	925	\$925.00
Material	MATERIALS (TX Boiler Permitting Paperwork)	1	125	\$125.00
Labor 1	LABOR to complete the TX Boiler paperwork	1	150	\$150.00
Labor 3	LABOR TWO SERVICE TECHNICIANS PER HOUR to install the heater.	8	300	\$2,400.00

**NOTE: Does not include gas line. Price to run gas line depends on location of the gas meter.
Concrete pad to be done by others.**

Payment Terms: 50% To Order 50% Upon Completion of Installation and Testing	Deposit Required	Subtotal	\$45,967.00
	\$22,983.50	Tax	\$0.00
		Total	\$45,967.00

All applicable sales tax on the above work/materials will be charged at the time of billing. All labor and material is guaranteed to be as specified, and the above work to be performed in accordance with the codes, drawings, and specifications submitted for the above work and completed in a substantial workmanlike manner.

Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on above work to be taken out by Contractor.

The above prices, specifications and conditions are satisfactory and are hereby accepted. Payments will be made as outlined above. In order for this Proposal/Contract to be in effect, we must have a signature of authorization and the payment that is scheduled.

We may withdraw this proposal if not accepted within thirty (30) days.

Customers Signature: _____

Date: _____

BID # 2

Progressive Commercial Aquatics, Inc.

2510 Farrell Rd
Houston TX 77073
281-982-0212



Quote

Quote #: Q6788
Date: 5/1/2023
Shipping Method:
Salesperson: Erica
Exp Date: 6/30/2023

Bill To

Cash Counter Account (CASHCT)
Heater - Fonn Villa HOA
Fonn Villa HOA

Ship To

Cash Counter Account (CASHCT)
Heater - Fonn Villa HOA
Fonn Villa HOA

Item	Description	Qty	UOM	Unit Price	Tax	Total
CPN1262-TX	Lochinvar, 1.2 Mill BTU Nat. Gas Heater Smart Cont	1	EA	\$23,500.00	\$1,938.75	\$25,438.75
ODK3078	Outdoor Vent Cap for CPN1262	1	EA	\$750.00	\$61.88	\$811.88
FREIGHT	Freight charges	1	EA	\$1,300.00	\$0.00	\$1,300.00
LABOR	Labor for Install	1	EA	\$5,500.00	\$0.00	\$5,500.00
NONSTOCK	Materials ESTIMATE	1	EA	\$2,500.00	\$0.00	\$2,500.00
NONSTOCK	Concrete Pad	1	EA	\$4,200.00	\$0.00	\$4,200.00
ELECTRICAL	Electrical Work ESTIMATE	1	EA	\$3,000.00	\$0.00	\$3,000.00

TX \$1,515.63
HIMTA \$242.50
Har#24 \$242.50

Total Weight of Items 0 lbs

Total \$40,750.00 + GST
Tax Total \$2,000.63
Grand Total \$42,750.63

There will be a 25% restocking fee on all returned items.
Credit Card Purchases will include a 2% Service Fee
Due to Material Shortages, Quotes are only valid for 60 days

Thank you for your business



PROPOSAL AND CONTRACT

June 22, 2023

Fonn Villas Swim Club
631 Hallie
Houston, TX 77024

Thank you for inquiring with Watts Pool Service. Please find the requested pricing below. All prices include a 3% cash/check discount. If credit card payment is preferred, please call our office for a new total.

Watts Pool Service has not performed a commercial code compliance inspection of the property and therefore cannot be responsible if the swimming pool at the above address is not up to date with current Texas Department of Health Codes for Commercial Standards.

Option #1: Pool Chiller

We propose to furnish all materials and labor necessary to complete the following:

Provide and install (1) Glacier GPC240 Pool Chiller

-Owner to have fence removed and reinstalled as needed for chiller installation. This price assumes direct access only.

-Owner to ensure the adequate space is made at pool equipment area for new chiller (approximate dimensions – 75”h x 72”w). No new slabs included.

\$14,570.00 plus sales tax

ACCEPTED: _____ DATED: _____

PRINTED NAME: _____ TITLE: _____

Option #2: Pool Heater

We propose to furnish all materials and labor necessary to complete the following:

Provide and install portable slabs for new heater

Provide and install (1) Lochinvar 1260K BTU NG ASME Low Nox Heater

Provide and install (1) outdoor Vent Kit

Wire and plumb in heater

-Owner to have fence removed and reinstalled as needed for heater installation.

-Owner to ensure the adequate space is made at pool equipment area for new heater.

This price assumes direct access only.

-Owner to have certified plumber and gas company install a gas meter and run the appropriate gas line to the new heater location.

-We are not responsible for any damage to landscaping or sod.

-There is an estimated 8 week lead time from time of order.

\$39,624.00 plus sales tax

ACCEPTED: _____ DATED: _____

PRINTED NAME: _____ TITLE: _____



Our Warranty: 30 day workmanship guarantee.
 Manufacturer warranty as applicable on equipment.
 Watts Pool Service is a Pentair warranty station.

All of the above work is totaled and payable as follows:

50%	Upon Acceptance
50%	Day of Completion

I hope the above proposal meets with your needs. Please feel free to send acceptance via US mail or email. We appreciate the opportunity of submitting this proposal.

Best Regards,

WATTS POOL SERVICE
713.467.3400

PROPOSAL VALID FOR (30) THIRTY DAYS

ALL CURRENT APPLICABLE DISCOUNTS HAVE BEEN APPLIED

FV Heater Bids - Updated

Dan Zoch <dzoch@carsoncompanies.com>

Sat, Jul 8, 2023 at 6:41 PM

To: Ladd Williams <laddwilliams@gmail.com>, Alexander Rosca <alexander.rosca@gmail.com>, Cezar Andrei <cezar.andrei@gmail.com>, Fletcher Dunson <fdunson@thesprintcompanies.com>, Katie Eisterhold <katiebernardeisterhold@gmail.com>, Kyle Hill <kyle@westsiderealtors.com>, Michael Ferrier <ferrier.michael@gmail.com>

Board,

At our last meeting we discussed advancing the low heater bid (Progressive) and quantifying a few allowances. That exercise is now complete and Progressive's quote has dropped from \$40,750 to \$37,700. CenterPoint has also provided a quote to bring gas service to the heater. The total heater installation cost is summarized as follows:

Progressive Quote Q6788	\$37,700
Centerpoint Quote 400300	\$2,240
Subtotal	\$39,940
Contingency (10%)	\$3,994
Total	\$43,934

The 10% contingency is a plug and will not be due if not incurred but the CIC recommends carrying it to cover any unforeseen expenses. This CIC recommends moving forward with this quote (assuming DC's deal gets done) and if you have any questions please feel free to ask.


Thanks


Dan Zoch

281-702-0704

3 attachments

 **Pool Deck and Heater CIC Recs 06232023.pdf**
3023K

 **Q6788_7.6.23_V2.pdf**
201K

 **New Business Invoice Template1.xls**
213K



CenterPoint Energy

400300

Attn:

Phone: 281-561-6012

Fax: 281-561-9416

INVOIC

E Customer Info: 7/12/23

Name:

Address: 631 Hallie

City: State Tx Zip

Phone:

Fax

RE: *DO NOT PAY***ESTIMATE ONLY***GOOD FOR 30 DAYS**

Notification Number	Order Number:		
Description	Qty / Ftg	Charge	Total
service line	95	6.00	570.00
bore service	95	8.00	760.00
2 psi	1	350.00	350.00
Sidewalk break and repair	1	560.00	560.00
			0.00
TOTAL			\$2,240.00

Make all checks payable to: **CenterPoint Energy**

Send a copy of this invoice along with the check.

If you have any questions concerning this invoice, please give me a cal

Thank you for using natural gas.

**HIGH EFFICIENCY
COMMERCIAL POOL HEATERS**

COPPER-FIN²



**Lochinvar
SMART SYSTEM™**



**START WITH A
SOLID FOUNDATION**

DESIGNED ★ ENGINEERED ★ ASSEMBLED

USA



COPPER-FIN²[®]

THE FOUNDATION OF LOCHINVAR BECOMES STRONGER

Copper-finned tube, non-condensing appliances are the foundation of Lochinvar's success. In 1993, Lochinvar introduced the Copper-Fin², the first horizontal chassis, copper-finned tube pool heater to operate with fan-assisted combustion. Now, the Copper-Fin² is even better. Along with high thermal efficiency, gasketless heat exchangers and multiple venting options we have added Lochinvar's exclusive SMART SYSTEM™ control.

Eight models from 500,000 to 2,070,000 Btu/hr input provide you with exceptional products with a long list of new features in addition to the established features that redefined the industry. The Copper-Fin² was the first proportional fired, fan assisted pool heater on the market. Every model features a small footprint for easy passage through a 36" door, low NOx – third party tested to less than 20 PPM, Stack Frames that can put twice the Btu/hr input in the same space and vent diameters up to 8" smaller than conventional atmospheric pool heaters.

THERMAL EFFICIENCY

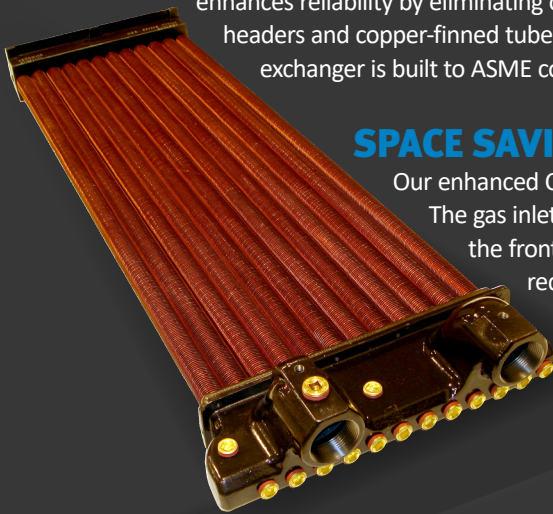
Copper-Fin² pool heaters offer a remarkably high thermal efficiency, dramatically reducing the operating cost of the equipment. Copper-Fin² achieves this efficiency through the combination of an advanced fan assisted combustion system and a gasketless heat exchanger. The heat energy from the combustion process is transferred to the water as it passes through the copper finned tube heat exchanger. The sealed combustion design of the Copper-Fin² eliminates external heat losses, this means the energy dollars heat the water, not the mechanical room.

GASKETLESS HEAT EXCHANGER

In 1989, Lochinvar was the first manufacturer to offer gasketless copper-finned tube heat exchangers. Our unique gasketless design enhances reliability by eliminating o-rings and gaskets found on other brands. The heat exchanger features glass lined headers and copper-finned tubes with extruded integral fins spaced 7 fins per inch for exceptional heat transfer. The heat exchanger is built to ASME construction standards for 160 psi working pressure and is backed by a five year warranty.

SPACE SAVING, SERVICE FRIENDLY DESIGN

Our enhanced Copper-Fin² models offer the same reliable operation in a new service friendly design. The gas inlet, internal controls and Building Management connections have been repositioned to the front of the appliance for easier service and simpler installation. The built-in air filter reduces maintenance and improves performance with a field convertible option to install the air intake on the rear or the right side of the pool heater. In addition, Lochinvar was the first manufacturer to offer factory welded Stack Frames that allow you to put two pool heaters in the space for one.

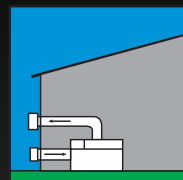


**STACK
FRAME**

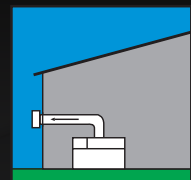
MULTIPLE VENTING OPTIONS

The Copper-Fin² offers eight venting options to meet the most challenging installation requirements. The Copper-Fin² can vent vertically in Category I with double wall "B" vent or horizontally in Category IV with AL29-4C stainless steel vent material. Vent termination can be Rooftop or Sidewall with combustion air drawn naturally from the equipment room or via dedicated air intake piping. And if floor space is limited, the Copper-Fin² pool heater can be installed outdoors with an optional Outdoor Vent Cap.

DirectAire Vent



Sidewall



HIGH EFFICIENCY COMMERCIAL POOL HEATERS



REFINED DESIGN PUTS MORE CONTROL AND INFORMATION AT YOUR FINGERTIPS

The most exciting addition to the Copper-Fin² is the SMART SYSTEM™ control. The SMART SYSTEM is an advanced, state of the art integrated operating control. We introduced the SMART SYSTEM control in 2005 and it has delivered proven operation in thousands of demanding commercial applications. The control provides the installer, owners and operators with precise temperature control and diagnostic information.

ADVANCED FEATURES INCLUDE:

- 2-Line, 16 Character LCD display of Setup, System Status and Diagnostic Data in Words, not codes
- Built-in Cascade sequencer controlling up to 8 Pool Heaters
- Modbus protocol - optional



PROPORTIONAL FIRING

Proportional firing divides a single manifold of multiple burners into smaller, independent stages.

With up to four stages of individual operation, the Smart System control can reduce the firing rate down to approximately 25% Btu/hr input. This simple but effective design matches the pool heater's firing capacity to the heat loss of the pool or spa. Full fire or On/Off combustion systems often fire the entire gas train in short, inefficient bursts. Stage firing delivers the Btu's required in smoother and longer burn cycles which will improve operation and reduce component fatigue.

AUTOMATIC PUMPED BYPASS

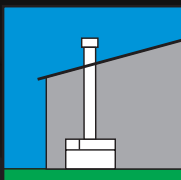
All Copper-Fin² pool heaters are equipped with an automatic pumped bypass ensuring proper flow and return water temperatures to the heat exchanger resulting in longer life and trouble free operation.

The automatic pumped bypass is provided as standard equipment in a horizontal configuration. A vertical configuration* is also available offering the flexibility to meet mechanical room space requirements or piping constraints.

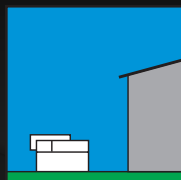


* Horizontal shown

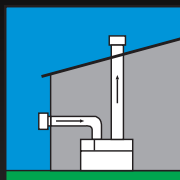
Conventional



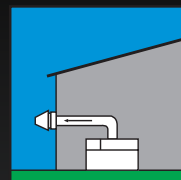
Outdoor



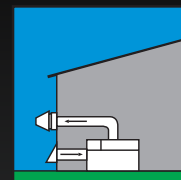
DirectAir Vertical w-Sidewall Inlet



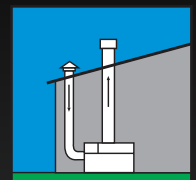
Powered Sidewall



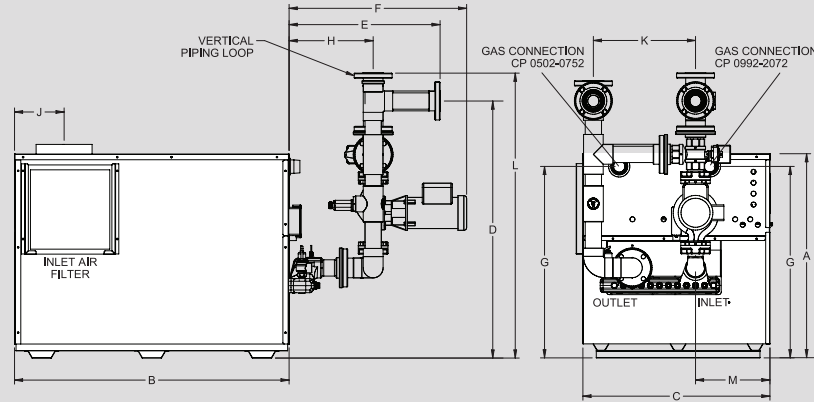
Power DirectAir Horizontal



DirectAir Vertical



COPPER-FIN² COMMERCIAL GAS POOL HEATER DIMENSIONS & SPECIFICATIONS



Model Number	Input Btu/Hr	A	B	C	D	E	F	G	H	J	K	L	M	Vent Size	Air Inlet	Gas Conn	Ship Wt.
CPN502	500,000	31-1/2"	45-1/2"	22-1/4"	38"	20-1/4"	26-1/2"	29"	9-3/4"	7"	12-3/4"	41-1/4"	9"	6"	6"	1-1/4"	605
CPN652	650,000	31-1/2"	56-3/4"	22-1/4"	38"	20-1/4"	26-1/2"	29"	9-3/4"	8-1/2"	12-3/4"	41-1/4"	9"	8"	8"	1-1/4"	677
CPN752	750,000	31-1/2"	64"	22-1/4"	38"	20-1/4"	26-1/2"	29"	9-3/4"	8-1/2"	12-3/4"	41-1/4"	9"	8"	8"	1-1/4"	713
CPN0992	990,000	36"	48-1/4"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	8-1/2"	18-1/4"	52"	13"	10"	10"	2"	864
CPN1262	1,260,000	36"	58-1/2"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	10-1/2"	18-1/4"	52"	13"	12"	12"	2"	954
CPN1442	1,440,000	36"	68-3/4"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	10-1/2"	18-1/4"	52"	13"	12"	12"	2"	1,042
CPN1802*	1,800,000	36"	82-1/4"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	11"	18-1/4"	52"	13"	14"	12"	2"	1,233
CPN2072*	2,070,000	36"	92-1/2"	33-1/2"	48-1/4"	26-3/4"	30-1/4"	33-1/4"	13-1/4"	11"	18-1/4"	52"	13"	14"	12"	2"	1,200

Notes: Change 'N' to 'L' for LP gas models. No deration on LP models.
 Water connections for models CP 0502-0752 are 2" flanged. Water connections for models CP 0992-2072 are 2-1/2" flanged.
 Performance data is based on manufacturer test results. *Cupro-Nickel Heat Exchanger is standard on these models.

STANDARD FEATURES

- > **85% Thermal Efficiency**
- > **Proportional Firing up to 4:1 Turndown**
 - Hot Surface Ignition
 - Low NOx Operation
 - Sealed Combustion
 - Low Gas Pressure Operation
- > **Vertical & Horizontal Venting**
 - Category I Venting
 - Double Wall "B" Vent Material
 - Category IV Venting
 - AL29-4C Stainless Steel Vent Material
- > **ASME Copper Finned Tube Heat Exchanger**
 - ASME Certified, "H" Stamped
 - Gasketless design
 - 160 psi working pressure
 - On/Off Switch
 - Adjustable High Limit w/ Manual Reset
 - Combustible Floor Rated (0992-2072)
 - Temperature & Pressure Gauge
 - High & Low Gas Pressure Switches w/ Manual Reset
 - Flow Switch
 - All Bronze Pump
 - Low Air Pressure Switch
 - Inlet & Outlet Temperature Sensors
 - Easy Access Terminal Strips
 - Downstream Test Cocks
 - 150 psi ASME Temperature & Pressure Relief Valve
 - 1 Year Warranty on Parts (See Warranty for Details)
 - 5 Year Limited Warranty on Heat Exchanger (See Warranty for Details)

SMART SYSTEM™ FEATURES

- > **SMART SYSTEM™ Operating Control**
 - 2 Line/16 Character LCD Display
 - Built in Cascading Sequencer for up to 8 heaters
 - Password Security
 - Low Water Flow Control & Indication
 - Inlet & Outlet Temperature Readout
 - Freeze Protection
 - Service Reminder
 - Time Clock
- > **Data Logging**
 - Hours Running
 - Ignition Attempts
 - Last 10 Lockouts
- > **Pump Control**
 - Pool Heater Pump
- > **High Voltage Terminal Strip**
 - 120 VAC / 60 Hertz / 1 Phase Power Supply
 - Pump Contacts with Pump Relay
- > **Low Voltage Terminal Strip**
 - 24 VAC Auxiliary Device Relay Output - Louvers
 - Auxiliary Proving Switch Contacts - Louvers
 - Alarm on Any Failure Contacts
 - Runtime Contacts
 - Contacts on Any Failure
 - Contacts for Air Louvers
 - Unit Enable/Disable Contacts
 - 0-10V Rate Contacts
 - Pool Sensor Contacts
 - Pool Supply Sensor Contacts
 - Cascade Contacts

OPTIONAL EQUIPMENT

- Vertical Bypass Loop
- Alarm on Any Failure
- Cupro-Nickel Heat Exchanger
- Low Water Cut Off, Probe Type w/ Manual Reset & Test
- Texas Pool Code (Outdoor Flow Switch and T&P Gauge)
- Modbus Communications
- Combustible Floor Kit (0502-0752)
- Stack Frame
- Bronze Headers (0992-2072)

FIRING CODES

- M7 Firing Code - California Code
- M9 Firing Code - Hot surface ignition with Electronic Supervision

CERTIFICATIONS

- ANSI Z21.56/CSA 4.7 certified
- CSD1 / Factory Mutual / GE Gap compliant
- South Coast Air Quality Management District registered
- Texas Commission on Environmental Quality

For Ease In Ordering By Model Number



This heater is 500,000 Btu/hr natural gas Copper-Fin 2 Pool Heater. It has M9 firing controls.

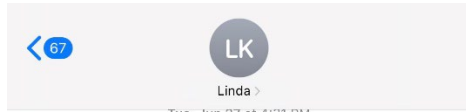
Registered under U.S. Patent # 5,989,020



Lochinvar, LLC
 300 Maddox Simpson Parkway
 Lebanon, Tennessee 37090
 P: 615.889.8900 / F: 615.547.1000



Text Correspondence between Alex Rosca and Linda Kutac 6/27-6/28/2023 RE: Dad's Club Off-Season rental of FVCA pool.



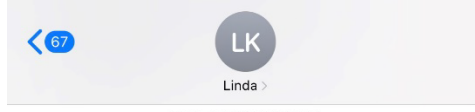
Hi Linda,
Thank you for your call this morning. I'm sure we can work everything out and I agree that we won't have all our answers by tomorrow. If you don't mind, can you please send me an email with all documents you sent Dan re your insurance coverage as well as a sample rental contract you have with another pool? I would like to send them to our attorney for his review.

My email address is alexander.rosca@gmail.com

Thank you,
Alex

Wed, Jun 28 at 9:43 AM

Hi Alex,
Received your note and will follow up with this today when I am at the club.
It was really good visiting with you as well! L



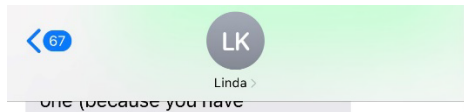
Hi Alex,
I just sent the documents via email.
I went ahead and sent you the initial correspondence we had with Dan and Kyle to help fill in the blanks.
I had appointments all day and regret it is late. My apologies for the imperfect timing.
Let me know how I can assist further.
Linda

Received. Thank you!

I do have a question: is your proposal to rent the pool for only 5 months?

October through April 30 for year one (because you have construction).

September through April 30 subsequent years.



one (because you have construction).

September through April 30 subsequent years.

I sent you the initial discussion documents. We are at the point that we have an actual terms sheet that Dan has written and you likely have.

Wed, Jun 28 at 6:24 PM

The terms sheet Dan wrote has a different monthly rent, less than \$4,000 a month - an amount I have seen in several of your emails. Am I missing something?

Rent \$4000 x6 months plus gas.

Sorry. 7 months. Driving.

Got it! Thank you!

No worries. Happy to answer any questions.