



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

Joseph Jenkins
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Charleston, West Virginia 25303
304-575-9202
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Finance Committee, Chair
Parking Committee, Chair
Parks and Recreation Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, December 6, 2021
6:15 PM

CITY COUNCIL CHAMBERS, CITY HALL, CHARLESTON, WV

AVAILABLE TO VIEW VIA LIVESTREAM AT <https://charlestonwv.civicclerk.com/web/home.aspx>

I. DISCUSSION:

- a. Approval of Previous Minutes 11-15-2021

II. RESOLUTIONS:

- a. Resolution No. 564-21 - Authorizing the Mayor or City Manager to purchase COVID-19 emergency response items from Gall's for the Charleston Police Department.
- b. Resolution No. 565-21 - Authorizing the Mayor or City Manager to submit applications to the FEMA Assistance to Firefighter Grant Program for funds to purchase a ladder truck, diesel exhaust removal systems, provide replacement of self-contained breathing apparatuses and supplied air systems.
- c. Resolution No. 566-21 - Authorizing the Mayor to enter into a Regulatory Agreement and Declaration of Covenants and Restrictions with West Virginia Homes, Inc. to ensure affordable downtown senior housing for not less than twenty years at Brooks Manor.
- d. Resolution No. 567-21 - Authorizing the Mayor or City Manager to enter into a contract with Brewer & Company to upgrade the fire alarm system at the North Charleston Community Center.
- e. Resolution No. 569-21 - Authorizing the Mayor or City Manager to enter into a cooperative agreement with Kanawha County Schools, and to enter into a contract with Miracle Recreation Equipment Company in for the purchase of various playground equipment and related items to be installed at Celebration Station.

III. THE AGENDA WAS AMENDED ON 12-2-2021

***Meetings may be recorded and broadcast via internet <https://charlestonwv.civicclerk.com>**

MINUTES
FINANCE COMMITTEE MEETING
6:15 P.M., NOVEMBER 15, 2021
COUNCIL CHAMBERS, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:15 p.m., November 15, 2021.

A silent roll was taken by the Clerk and a quorum was established. The following committee members were present:

Joseph Jenkins, Chair
Bobby Reishman, Vice Chair
Ben Adams
Brent Burton
Becky Ceperley
Mary Beth Hoover
Chad Robinson

Absent:
None

Other Councilmembers present:
Shannon Snodgrass
Jennifer Parr
Emmett Pepper
Adam Knauff
Bobby Haas
Jeanine Faegre
Keeley Steele
Bobby Brown

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the November 1, 2021 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 553-21 – Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security in the amount of \$31,550 and administer any funds awarded. These funds will be utilized to purchase a server and external hard drives for the Charleston Police Department’s Criminal Investigation Division.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to submit an application to the WV Division of Homeland Security in the amount of \$31,550 and administer any funds awarded. These funds will be utilized to purchase a server and external hard drives for the Charleston Police Department’s Criminal Investigation Division.

City Manager, Jonathan Storage, added that the CID has its own computer system, servers, etc. The proposed application will allow for upgrades and maintenance to that system.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 553-21 approved.

- b. Resolution No. 554-21 – Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security in the amount of \$59,000 and administer any funds awarded. These funds will be used to perform a cyber security assessment of the City's computer network.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to submit an application to the WV Division of Homeland Security in the amount of \$59,000 and administer any funds awarded. These funds will be used to perform a cyber security assessment of the City's computer network.

Storage added that over the last few years, the City has been actively attacked virtually. Given the high volume of financial information that the City maintains, it is vital to ensure that the City's cyber security is strong through the proposed assessment.

Councilmember Adams asked if the City had ever had such an assessment in the past. IS Director, Adam Cottrell replied that they had not to his knowledge, although they have had various City-wide training sessions.

Councilmember Jenkins confirmed with Storage that the City will not need to provide additional funds assuming that the entire grant is awarded.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 554-21 approved.

- c. Resolution No. 555-21 - Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security in the amount of \$10,000 and administer any funds awarded. These funds will be utilized to purchase stop the bleed kits for Charleston Police Department patrol vehicles.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to submit an application to the WV Division of Homeland Security in the amount of \$10,000 and administer any funds awarded. These funds will be utilized to purchase stop the bleed kits for Charleston Police Department patrol vehicles.

Storage added that this is a common grant that has been awarded in the past, which provides training as well as all of the equipment needed.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 555-21 approved.

- d. Resolution No. 556-21 - Authorizing the Mayor or City Manager to submit an application to the WV Division of Homeland Security in the amount of \$25,000 and administer any funds awarded. These funds will be utilized to provide maintenance and repairs to the radio towers utilized by the Charleston Fire and Police.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to submit an application to the WV Division of Homeland Security in the amount of \$25,000 and administer any funds awarded. These funds will be utilized to provide maintenance and repairs to the radio towers utilized by the Charleston Fire and Police.

Storage added that it has been a few years since any maintenance has been done to the towers, which are used by the Fire, Police and Street Departments. The towers are also a backup for Metro 911.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 556-21 approved.

- e. Resolution No. 557-21 - Authorizing the Mayor or City Manager to purchase playground equipment, a shade system, a bench, a table, a playground border, and woodchip surface from Miracle Recreation Equipment in the amount of \$28,461 for the Beatrice Street Park, where the contract price was determined through a competitively-sourced contracted through Sourcewell, a government purchasing cooperative administered by the State of Minnesota.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to purchase playground equipment, a shade system, a bench, a table, a playground border, and woodchip surface from Miracle Recreation Equipment in the amount of \$28,461 for the Beatrice Street Park, where the contract price was determined through a competitively-sourced contracted through Sourcewell, a government purchasing cooperative administered by the State of Minnesota.

Storage added that the City is in the process of completing the new park on the West Side on Beatrice Street. The purchase will provide playground equipment and other related items. A purchasing cooperative through Sourcewell will be used, which has been utilized by the City in the past.

Councilmember Adams if there is grant funding involved with the Greater Kanawha Grant Foundation. Finance Director, Andy Wood, replied that the Foundation has supplied grant of approximately \$30,000.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 557-21 approved.

- f. Resolution No. 558-21 - Authorizing the Mayor or City Manager to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by the Kanawha Valley Regional Transportation Authority ("KRT") on November 17, 2021. The bid prices for E-10 Gasoline and Diesel Fuel shall remain in effect for a 24-hour period following the bid opening; therefore, the Mayor or City Manager is authorized to exercise discretion in accepting or rejecting such bid proposals as he or she determine to be in the best interest of the City and to report same to the Finance Committee and Council at the next scheduled meeting.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by the Kanawha Valley Regional Transportation Authority ("KRT") on November 17, 2021. The bid prices for E-10 Gasoline and Diesel Fuel shall remain in effect for a 24-hour period following the bid opening; therefore, the Mayor or City Manager is authorized to exercise discretion in accepting or rejecting such bid proposals as he or she determine to be in the best interest of the City and to report same to the Finance Committee and Council at the next scheduled meeting.

Storage added that the new pricing is expected to be higher than previous prices, however, the proposed contract will be for one year instead of two.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 558-21 approved.

- g. Resolution No. 559-21 - Authorizing approval of Amendment No. 5 of the FY 2021—2022 General Fund Budget as indicated on the attached list of accounts.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That Amendment No. 5 of the FY 2021—2022 General Fund Budget as indicated on the attached list of accounts is approved.

Storage added that the budget amendment contains an across-the-board \$1/hr pay increase for all Uniformed Police Officers, which comes to \$265,982. It will be funded with excess employer contribution to the Legacy Pension Fund. The resolution will also change the pay grade for Street Department drivers from 105 to 107. This will match the pay given to Refuse drivers.

City Treasurer, Vic Grigoraci, stated that he supported increasing the pay of Officers. He wondered if the \$1 was adequate. He also wondered if it was fair to the classifications, as a person on the lower end would get a higher percentage increase than those at the higher end. Grigoraci also asked how the base \$1 amount was determined, and does it affect the City's unfunded liability.

Storage added that the increase will put the City within \$.38/hr of the Kanawha County Sherriff Department. Additionally, since January 2019, Police compensation has increased four times. The amount is sustainable due to the tax changes previously mentioned.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 559-21 approved.

- h. Resolution No. 560-21 - Authorizing the Mayor or City Manager to enter into a contract with Nitro Construction in the amount of \$25,199 for the purchase and installation of indoor and outdoor security cameras for the North Charleston Community Center.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Nitro Construction in the amount of \$25,199 for the purchase and installation of indoor and outdoor security cameras for the North Charleston Community Center.

Storage added that two bids were received. CDBG funds will be used to for this purchase.

Councilmember Robinson confirmed with Storage that these cameras are installed at the other Rec Centers.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 560-21 approved.

Councilmember Reishman motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 564-21

Introduced in Council:

December 6, 2021

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 564-21 - Authorizing the Mayor or City Manager to purchase COVID-19 emergency response items from Gall's for the Charleston Police Department. The total purchase price is \$39,426.00 and will include safety goggles, nitrile gloves, N95 masks, disposable face shields, leather duty gloves, Tyvek suits, gas mask pouches, duffle bags and pathogen protection boots. The purchase prices are offered under a WV Department of Corrections state contract.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to purchase COVID-19 emergency response items from Gall's for the Charleston Police Department. The total purchase price is \$39,426.00 and will include safety goggles, nitrile gloves, N95 masks, disposable face shields, leather duty gloves, Tyvek suits, gas mask pouches, duffle bags and pathogen protection boots. The purchase prices are offered under a WV Department of Corrections state contract. To be charged to Account No. 091-000-20-000-3-341.

Resolution No. 565-21

Introduced in Council:

December 6, 2021

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 565-21 – Authorizing the Mayor or City Manager to submit applications to the FEMA Assistance to Firefighter Grant Program in the total amount of \$2,000,000 that includes the required 10% cash match and administer any funds awarded. The Charleston Fire Department will use these funds to purchase a ladder truck, diesel exhaust removal systems, provide replacement of self-contained breathing apparatuses and supplied air systems.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to submit applications to the FEMA Assistance to Firefighter Grant Program in the total amount of \$2,000,000 that includes the required 10% cash match and administer any funds awarded. The Charleston Fire Department will use these funds to purchase a ladder truck, diesel exhaust removal systems, provide replacement of self-contained breathing apparatuses and supplied air systems.

Resolution No. 566-21

Introduced in Council:

Adopted by Council:

December 6, 2021

Introduced by:

Referred to:

Ben Adams

Finance

Resolution No. 566-21 – Authorizing the Mayor to enter into a Regulatory Agreement and Declaration of Covenants and Restrictions with West Virginia Homes, Inc., as contained in Exhibit 1 to this resolution, to ensure affordable downtown senior housing for not less than twenty years at Brooks Manor, 23 Brooks Street, Charleston, and to enter into any other related documents necessary to complete the Regulatory Agreement, as approved by the City Solicitor.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the City Council hereby authorizes the Mayor to enter into a Regulatory Agreement and Declaration of Covenants and Restrictions with West Virginia Homes, Inc., as contained in Exhibit 1 to this resolution, to ensure affordable downtown senior housing for not less than twenty years at Brooks Manor, 23 Brooks Street, Charleston, and to enter into any other related documents necessary to complete the Regulatory Agreement, as approved by the City Solicitor. The City Council authorizes the Mayor and City Solicitor to take all necessary steps to finalize the Regulatory Agreement.

**REGULATORY AGREEMENT
AND DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS DECLARATION is made as of the _____ day of _____, 2021, (the “Effective Date”) by **WEST VIRGINIA HOMES, INC.**, a West Virginia non-profit corporation (the “Declarant”) in favor of and for the benefit of the **CITY OF CHARLESTON, WEST VIRGINIA**, a West Virginia municipal corporation (the “City”).

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property and improvements located at 23 Brooks Street, Charleston, West Virginia, commonly referred to as Brooks Manor, (the "Premises"). The Premises are more particularly described in that certain Deed recorded in the Kanawha County Clerk’s Office at **Deed Book 1497, Page 445**, which is hereby made a part of this Regulator Agreement and Declaration of Covenants and Restrictions (the “Declaration”) by reference; and

WHEREAS, the Declarant provides affordable senior housing on the Premises in an apartment-style building near downtown Charleston and the City has an interest in ensuring the long-term availability of affordable senior housing in this area; and

WHEREAS, the Premises require certain upgrades to remain accessible to individuals with disabilities, including the installation of a new elevator, which upgrades (collectively, the “Project”) are to be performed by the Declarant and funded by a United States Department of Housing and Urban Development (“HUD”) approved loan; and

WHEREAS, the City requires that this Declaration governing the long-term affordability standards of the Premises be recorded in with the Kanawha County Clerk’s Office, in order to ensure future tenants of the Premises, after the completion of the Project, are offered affordable rents for a period of not less than twenty (20) years, as stated herein.

AGREEMENT

NOW, THEREFORE, in consideration of the statements made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby declares that the Premises shall be subject to the following terms, covenants and restrictions for the applicable time periods described below, which shall be covenants running with the land and all of which shall be binding upon the Declarant, its successors and assigns, and shall inure to the benefit of the residents of the City of Charleston:

1. **Affordability Requirements.** From the Effective Date of this Declaration and for a period of not less than twenty (20) years after the completion of the Project, the Declarant shall be restricted to provide affordable housing for seniors aged sixty-two (62) and older with household incomes for 40% of households at the Premises at or below 60% of Area Median Income (“AMI”) as reported by the HUD for the metropolitan statistical area that includes the City of Charleston (“Local AMI”). Notwithstanding the foregoing, any current residents of the Premises

shall be grandfathered in by this Declaration and shall be permitted to continue residing on the Premises, after completion of the Project, even if they are ineligible pursuant to the age or income requirements of this Declaration.

2. **Monitoring.** Declarant shall submit a copy of its annual HUD report to the City, directed to the attention of the Director of the Mayor's Office of Community and Economic Development. Beginning in 2023, the annual deadline for submission is February 28 of each year.

3. **Default and Remedies.** If Declarant fails to observe or perform any provision of this Declaration and the City provides written notice of such failure, the Declarant shall (a) cure such failure within sixty (60) days following written notice from the City of the failure, or (b) if cure of such failure cannot be reasonably effected within the sixty (60) day period, commence to cure the failure within sixty (60) days following written notice from the City of the failure and diligently pursue to cure the failure to completion. If Declarant fails to perform the requirements of the previous sentence, then such failure shall entitle the City to institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation, and seek specific performance of the covenants and restrictions contained herein. The Declarant hereby agrees to pay, indemnify and hold the City harmless from any and all costs and expenses (including reasonable attorney's fees) actually incurred in any such action for specific performance hereof following a default hereunder if the City should prevail, unless such costs and expenses are a result of the City's willful misconduct or negligence.

4. **Covenants Running with the Land.** This Declaration shall run with the land and shall be binding upon the Premises, the Project, the Declarant, and the Declarant's successors, successors in title, and permitted assigns, and shall inure to the benefit of the residents of the City of Charleston, the City, and Declarant's successors, successors in interest, successors in title, and permitted assigns.

5. **HUD Rider.** This Declaration is subject to the terms of the HUD Rider to Restrictive Covenants, attached hereto as **Exhibit A**.

6. **Governing Law and Venue.** This Declaration shall be governed by the laws of the State of West Virginia. Venue shall be proper in the Circuit Court for Kanawha County, West Virginia.

7. **Severability.** If any provision hereof is in conflict with any statute or laws of the United States or the State of West Virginia, or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed null and void to the extent of such conflict or enforceability, but shall be deemed separable from and shall not invalidate any other provisions of this Declaration.

8. **Amendments.** Any amendment to this Declaration shall be made in writing, signed by both parties, and recorded with the Kanawha County Clerk's Office.

[Signature pages follow]

IN WITNESS WHEREOF, the Declarant has caused this declaration to be executed by its duly authorized representatives, as of the day and year first written above.

DECLARANT:
WEST VIRGINIA HOMES, INC.
a West Virginia non-profit corporation

By _____
Name: Andrew R. Ceperley, Sr.
Title: President

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Andrew R. Ceperley, Sr., the President of WEST VIRGINIA HOMES, INC., a West Virginia non-profit corporation, on behalf of the corporation.

Notary Public

IN WITNESS WHEREOF, the City has authorized this declaration, as shown by the signature of its duly authorized representative, as of the day and year first written above.

CITY OF CHARLESTON, WEST VIRGINIA
A West Virginia Municipal Corporation

By: _____
Name: Amy Shuler Goodwin
Title: Mayor

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Amy Shuler Goodwin, Mayor of CITY OF CHARLESTON, WEST VIRGINIA, a West Virginia municipal corporation, on behalf of the City.

Notary Public

North Charleston Community Center Fire Alarm System, Parts, Installation and Electrical Work
Bid Opening Date 11/12/21

			Brewer & Company 3601 7th Ave Charleston WV 25387 (304)744-5314
Item		Qty	Item Total Cost
Item 1- Fire Alarm System, Parts, Installation and Electrical Work		1	\$28,000.00
Base Bid Total			\$28,000.00
Local Vendor Preference (4%)			 (\$1,120.00) \$26,880.00

North Charleston Community Center Fire Alarm System, Parts, Installation and Electrical Work
Bid Opening Date 11/12/21

Resolution No. 567-21

Introduced in Council:

December 6, 2021

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 567-21 – Authorizing the Mayor or City Manager to enter into a contract with Brewer & Company in the amount of \$28,000 to upgrade the fire alarm system at the North Charleston Community Center, where the contract amount was determined through a competitive bidding process.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Brewer & Company in the amount of \$28,000 to upgrade the fire alarm system at the North Charleston Community Center, where the contract amount was determined through a competitive bidding process.

Resolution No. 569-21

Introduced in Council:

December 6, 2021

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

1 Resolution No. 569-21 – Authorizing the Mayor or City Manager to enter into a cooperative
2 agreement with the Kanawha County Schools, as presented in Exhibit A attached hereto, and to
3 enter into a contract with Miracle Recreation Equipment Company in the amount of \$397,464
4 for the purchase of various playground equipment and related items to be installed at
5 Celebration Station under the direction of Kanawha County Schools, where such equipment will
6 become the property of Kanawha County Schools upon installation.

7
8 Whereas, the City of Charleston, The Greater Kanawha Valley Foundation, the Charleston
9 Rotary Club, and Kanawha County Schools have partnered together to improve and update the
10 cherished community asset known as Celebration Station; and

11
12 Whereas, each community partner has extended an offering of both capital and professional
13 expertise to revitalize the site; and

14
15 Whereas, the Charleston Rotary Club has raised \$149,000 toward the project; and

16
17
18 Whereas, the City of Charleston and Kanawha County Schools wish to enter into a cooperative
19 agreement regarding the administration of the project, as well as the City's role in purchasing
20 playground equipment for a community portion of Celebration Station and the ongoing
21 ownership and maintenance responsibility assigned to Kanawha County Schools upon the
22 completion of the project; and

23
24 Whereas, a copy of the proposed cooperative agreement between the City of Charleston and
25 Kanawha County Schools is attached hereto as Exhibit A; and

26
27 Whereas, the City of Charleston is a part of a purchasing cooperative known as Sourcewell that
28 permits the City to leverage exceptional buying power through a nationally recognized
29 competitive procurement process, which includes the ability to direct purchase playground
30 equipment from participating manufacturers at established contract rates; and

31
32 Whereas, the City of Charleston and Kanawha County Schools have worked cooperatively to
33 identify the best design and equipment to be installed within Celebration Station; and

1
2 Whereas, the City of Charleston, through its cooperative agreement, proposes to purchase the
3 playground equipment for the community portion of the site to be used for the collective
4 benefit of the citizens of the City, where the purchase will be made with both public and private
5 capital dedicated specifically for the project.
6

7 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:
8

9 That the Mayor or City Manager is authorized to enter into a cooperative agreement with
10 Kanawha County Schools, as presented in Exhibit A attached hereto, and to enter into a
11 contract with Miracle Recreation Equipment Company in the amount of \$397,464 for the
12 purchase of various playground equipment and related items to be installed at Celebration
13 Station under the direction of Kanawha County Schools, where such equipment will become the
14 property of Kanawha County Schools upon installation.

COOPERATIVE AGREEMENT FOR CELEBRATION STATION II BETWEEN THE CITY OF CHARLESTON AND KANAWHA COUNTY SCHOOLS

This Cooperative Agreement (the “Agreement”), effective on the _____ day of _____, 2021, is by and between the CITY OF CHARLESTON (hereinafter “the City”) and KANAWHA COUNTY SCHOOLS (hereinafter “KCS”).

WHEREAS, KCS is the public school district covering all of Kanawha County, West Virginia, including all of Charleston, West Virginia, and specifically including Piedmont Elementary School; and

WHEREAS, there are two connected playgrounds on KCS property at Piedmont Elementary School, commonly referred to collectively as Celebration Station; one is used mainly by students of Piedmont Elementary School (“Piedmont Playground”) and the other is used by students, community members, and visitors to the City of Charleston (“Community Playground”); and

WHEREAS, KCS and the City have an interest in ensuring that the playgrounds are well maintained, safe, and inviting to the children who attend Piedmont, as well as community members and visitors to the City; and

WHEREAS, KCS and the City wish to work cooperatively in the planning, renovation, and upgrading of the playgrounds as part of a project known as Celebration Station II.

NOW THEREFORE, KCS and the City hereby agree to the following:

1. The City and KCS will work cooperatively to complete Celebration Station II. The City and KCS owe a duty of good faith to each other and shall cooperate to the extent reasonably necessary to assist each other as outlined herein, provided that such cooperation shall not require the other party to incur expense or unnecessary liability. KCS will be project manager for the whole Celebration Station II project—both the Piedmont Playground and the Community Playground. KCS will manage the day-to-day project details, in cooperation with the City and vendors. The management of this project will be at no cost to the City.
2. KCS will be the contract holder and sole fund manager for all renovations occurring to the Piedmont Playground.

3. The City will be the contract holder for the purchase of playground equipment for the Community Playground. The City will work with KCS to identify a suitable playground equipment vendor from the City's purchasing cooperative to install the equipment on the Community Playground.
4. The City will finance the Community Playground, and is therefore responsible for ordering the equipment, paying the vendor(s), paying for delivery and installation of the playground equipment, and covering all other associated costs for the Community Playground renovation covered in this Agreement. For the avoidance of doubt, KCS, as project manager for the Celebration Station II project, will manage the delivery and installation of the playground equipment for the Community Playground renovation.
5. As project manager for the Celebration Station II project, KCS agrees to obtain and keep in force throughout the period of construction of Celebration Station II, at KCS's cost and expense, comprehensive general liability insurance coverage (either primary and/or umbrella policies), which shall include personal injury and bodily injury, operations hazard, contractual liability and products and completed operations liability, in limits not less than One Million Dollars (\$1,000,000.00). KCS agrees to list the City as an additional insured on said insurance coverage and agrees to defend, indemnify, protect and hold harmless the City from and against any and all liabilities, claims, costs, fees, damages, losses, fines, penalties, demands, causes of action (whether in tort or contract, in law or at equity, or otherwise), suits, proceedings, judgments, disbursements, charges, assessments, and expenses (including reasonable attorneys' and experts' fees and expenses) incurred in investigating, defending, or prosecuting any litigation, claim, proceeding, or cause of action (whether in tort or contract, in law or at equity, or otherwise) ("Claims") arising out of or resulting from or in connection with loss of life, personal injury, property damage, or any other Claims asserted against the City and/or that the City may pay or become obligated to pay, arising from or out of, directly or indirectly, wholly or in part, KCS's management of the construction activity for Celebration Station II.
6. KCS agrees that the City's role in the Community Playground is solely financial with respect to procuring the equipment to be installed by the vendor(s) and paying for the delivery and installation. Once the equipment is installed on KCS real property, it shall become the property of KCS and the City will have no role in maintaining the equipment after installation. The City agrees to enter into an assignment of rights agreement with KCS after the installation of the equipment whereby the City assigns all of its rights, under warranty or otherwise, with the vendor(s) that sold and installed the equipment to KCS.

KCS agrees to maintain Celebration Station II in good order and condition. Furthermore, KCS agrees to keep the Community Playground open and available for use by the general public during daytime hours.

7. As the owner of the real property containing the Celebration Station II project, KCS agrees to obtain and keep in force throughout its ownership of Celebration Station II, at KCS's cost and expense, comprehensive general liability insurance coverage (either primary and/or umbrella policies), which shall include personal injury and bodily injury, operations hazard, contractual liability and products and completed operations liability, in limits not less than One Million Dollars (\$1,000,000.00). KCS agrees to list the City as an additional insured on said insurance coverage and agrees to defend, indemnify, protect and hold harmless the City from and against any and all Claims arising out of or resulting from or in connection with loss of life, personal injury, property damage, or any other Claims asserted against the City and/or that the City may pay or become obligated to pay, arising from or out of, directly or indirectly, wholly or in part, the future use of the equipment at Celebration Station II after the construction and installation.
8. Notwithstanding the language in paragraphs 5 and 7 of this Agreement, KCS's obligations under paragraphs 5 and 7 shall in no event exceed the greater of an amount equal to (i) the coverage limits under insurance policies carried by KCS, or (ii) the minimum insurance limits required to be carried by KCS pursuant to the provisions of this Agreement. Paragraphs 5, 7, and 8 shall survive any expiration or termination of this Agreement.
9. All money received by the City from private donors on behalf of this project for the Community Playground will be approved by KCS before it is accepted in order to ensure that the donor is an appropriate entity to contribute to an educational institution's property. Any donation deemed not appropriate by KCS will be communicated in writing to the City and after discussion and by mutual agreement, denied.
10. The City and KCS agree to coordinate regarding any groundbreaking or ribbon cutting events, press releases, and press conferences related to Celebration Station II from the execution of this Agreement through the latter of a ribbon cutting event or the opening of Celebration Station II to the general public.
11. This Agreement contains the entire and only agreement between the City and KCS, and no oral statements or representations or prior written matter not contained in this Agreement shall have any force and effect. This Agreement shall not be modified in any way except by a writing executed by both parties. This Agreement supersedes and revokes all previous negotiations, whether oral or in writing, between the parties or their

respective representatives, agents, or any other person purporting to represent the City or KCS.

12. All matters pertaining to this Agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of West Virginia. The parties agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Kanawha County, State of West Virginia, in the event that litigation results from or arises out of this Agreement or the performance thereof.

CITY OF CHARLESTON

KANAWHA COUNTY SCHOOLS

By _____
Its _____
Date _____

By _____
Its _____
Date _____



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: 102210081

Project: R0102_44515676469_02

Prepared For:

Rashaun Sayles

Charleston Parks Department
200 Baker Lane
Charleston, WV 25302
(304) 348-6860 (phone)
(304) 348-0705 (fax)

Project Name & Location:

Prepared by:

Miracle Recreation c/o Metro
Recreation

4907 Camden Place North
Jefferson, MD 21755
866-470-0366 (phone)
metrorecreation.com

Ship To Address:

Rashaun Sayles
Charleston Parks Department
200 Baker Lane
Charleston, WV 25302
(304) 348-6860 (phone)

End User:

Celebration Station Playground

Quote Number: 102210081
Quote Date: 11/30/2021
Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: KidsChoice
Age group: 2-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
44012R	6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB	56	35.00	89.00	4,984.00
4406R	ACCESS RAMP W/2 MIRACLE TIMBERS-RECYCLED	1	260.00	1,036.00	1,036.00

PlayArea_1

Product line: KidsChoice
Age group: 5-12

Global defaults

Accent (No Anti-Microbial)
Leg
MC Chatterly Accent

METALLIC GRAY
BLUE
GREEN

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MC Chattery Panel A	BLUE
MC Chattery Panel B	LIME
MC Chattery Roof	METALLIC GRAY
Post (No Anti-Microbial)	GREEN
Rockite	GRAY
Rockite Granite	GREEN
Swing Seat	BLUE
Swing Tot Seat	BLUE
Toprail	GREEN
Touch Up Paint	

Components

Part Number	Description	Qty	Weight	Unit Price	Total
2740	SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR)	1	135.00	1,316.00	1,316.00
2740H	SWG PART HARNESS (8' TR)	1	2.00	266.00	266.00
2760	SWG PART GENERATION SWG SEAT W/CHAIN	1	30.00	1,072.00	1,072.00
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	4	10.00	134.00	536.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	2	15.00	198.00	396.00
305	INCLUSIVE WHIRL	1	1,000.00	13,379.00	13,379.00
3061	CYCLO CONE BASE CLIMBER	1	345.00	13,602.00	13,602.00
4501	CONCERTO TALL CHIMES	1	130.00	5,129.00	5,129.00
4502	CONCERTO VIBES	1	135.00	5,113.00	5,113.00
4507	CONCERTO 3-CONGAS	1	60.00	2,507.00	2,507.00
7188522HH	3 1/2" OD ARCH FRAME 8' TR (2) GEN ST REQ MC	1	200.00	1,617.00	1,617.00
7188522HH	3 1/2" OD ARCH ADD-A-BAY 8' TR GEN SEAT MC	1	170.00	945.00	945.00
X					
7188522X	3 1/2" OD ARCH ADD-A-BAY 2 SEATS REQ MC	2	170.00	823.00	1,646.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	2.00	0.00	0.00
952	FLIPPO OFFSPRING "C" SPRING RIDER	1	315.00	1,660.00	1,660.00
960	LUCKY THE LADYBUG "C" SPRING RIDER	1	245.00	1,776.00	1,776.00
MR0887	MINI CITY CHATTERY	1	587.00	6,513.00	6,513.00
M RTP2022M	BLUE BUTTERFLY CLIMBER	1	177.00	8,289.00	8,289.00
M RTP2030M	INCHWORM CLIMBER	1	106.00	6,085.00	6,085.00

PlayArea_2

Product line: KidsChoice
Age group: 5-12

Global defaults

Accent	BEIGE
Accent Climber	GREEN
Accent Enclosure	BEIGE
Boulder Ridge	BEIGE
Canopy Climber	BLUE
Cham -12' Drop	RED
Cham -Canopy 01	RED
Cham -Canopy 02	RED
Cham -Exit 1	BLUE
Cham -Exit 2	GREEN
Cham -Left Low Bank	RED

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Cham -Right Low Bank	RED
Cham -Start of Slide 01	BLUE
Cham -Start of Slide 02	GREEN
Clamp	BLUE
Panel	BLUE-SAND-BLUE
Panel 01	BLUE-SAND-BLUE
Panel 02	BLUE-SAND-BLUE
Panel 03	BLUE-SAND-BLUE
Panel 04	BLUE-SAND-BLUE
Panel 05	BLUE-SAND-BLUE
Panel 06	BLUE-SAND-BLUE
Post	BLUE
PVC	GREY
Rockite	GREEN
Rockite Orb 01	BLUE
Rockite Orb 02	BEIGE
Rockite Orb 03	GREEN
Rockite Orb 04	GRAY
Roof Mesh	GREEN
Roof Mesh 01	BLUE
Roof Mesh 02	BLUE
Roof Mesh 03	BLUE
Roof Mesh 04	BLUE
Roof Mesh 05	BLUE
Roof Mesh 06	BLUE
Roof Mesh 07	BLUE
Rope	GREEN
Sensory Panel	BLUE CLEAR
Slide Canopy	GRAY
Slide Rockite	BLUE
Spiral Barrel	GREEN
Spiral Canopy	GREEN-BLUE
Tensile Tough Chain/Net	HUNTER GREEN

Components

Part Number	Description	Qty	Weight	Unit Price	Total
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	5	125.00	1,223.00	6,115.00
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	4	155.00	1,625.00	6,500.00
7145129	PENTAGON DECK (ATTACHES TO 5 POSTS)	3	200.00	2,656.00	7,968.00
71451709	HEPTAGON DECK W/OPEN CENTER (ATTACHES TO 7 POSTS)	1	600.00	4,999.00	4,999.00
7145493	5" OD X 112" POST (3' DECK)	4	65.00	327.00	1,308.00
7145494	5" OD X 124" POST (4' DECK)	6	70.00	352.00	2,112.00
714551	5" OD X 106" POST (2'6" DECKS OR LESS)	2	60.00	297.00	594.00
714552	5" OD X 136" POST (3' TO 5' DECKS)	12	75.00	375.00	4,500.00
714553	5" OD X 160" POST (5'6" TO 6'6" DECKS)	8	90.00	414.00	3,312.00
714555	5" OD X 76" POST FOR FENCING & PANELS	2	50.00	226.00	452.00
714572	5" OD X 144" POST FOR ROOF (3' DECKS OR LESS)	10	85.00	352.00	3,520.00
714573	5" OD X 168" POST FOR ROOF (3'6"-5' DECK)	5	100.00	441.00	2,205.00
714576	5" OD X 204" POST FOR ROOF (8' DECK)	7	120.00	519.00	3,633.00
7146086	WAVY WEDGE WALL WALKER (6'6" DECK)	1	290.00	5,144.00	5,144.00
7146155	MONSTER PIPE CLIMBER, STRAIGHT (4' & 5' DECK)	1	130.00	2,289.00	2,289.00
7146386	GROOVE II SLIDE (6' & 6'6" DECK)	1	350.00	2,455.00	2,455.00
7146616	DNA CLIMBER (6' & 6'6" DECK)	1	2,000.00	4,602.00	4,602.00
7146704	CHAMELEON II SHORT STRAIGHT SECTION	1	60.00	605.00	605.00
	Cham -12' Drop: GREEN				

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7146704	CHAMELEON II SHORT STRAIGHT SECTION Cham -12' Drop: BLUE	2	60.00	605.00	1,210.00
7146705	CHAMELEON II RIGHT SECTION Cham -Right Low Bank: GREEN	1	60.00	605.00	605.00
7146706	CHAMELEON II LEFT SECTION Cham -Left Low Bank: BLUE	1	60.00	605.00	605.00
7146706	CHAMELEON II LEFT SECTION Cham -Left Low Bank: GREEN	1	60.00	605.00	605.00
714670M21	CHAM II DBL SLIDE ENTRY/EXIT (5'-6'6" DK) Cham -Canopy 01: BLUE Cham -Canopy 02: GREEN	1	290.00	2,996.00	2,996.00
7146825	AVALANCHE INCLUSIVE SLIDE W/TUBES (5' DECK)	1	300.00	5,734.00	5,734.00
7146915	DOMES CLIMBER W/ORBS (5' DECK)	1	180.00	3,291.00	3,291.00
714700	5' SIDE-BY-SIDE SLIDE W/CANOPY (3' DECK)	1	120.00	1,942.00	1,942.00
71471311	SENSORY PANEL TEXTURED STAR CIRCLE	1	55.00	2,082.00	2,082.00
71471312	SENSORY PANEL TEXTURED TRIANGLE HEXAGON	1	55.00	2,066.00	2,066.00
71471313	SENSORY PANEL TEXTURED SQUARE OVAL	1	55.00	2,075.00	2,075.00
7147137B	STORE FRONT PANEL (BELOW DECK ONLY)	1	65.00	1,415.00	1,415.00
7147149HB	ROLLER RACER 1/2 PANEL (BELOW DECK)	1	50.00	1,319.00	1,319.00
7147152	FINGER MAZE PANEL Panel: LIME-SAND-LIME	1	45.00	1,044.00	1,044.00
71471520	INTERACTIVE PANEL FRAME	4	35.00	459.00	1,836.00
714715203	VERY BURIED INSERT	1	20.00	1,544.00	1,544.00
714715204	A-MAZE-ING INSERT	1	20.00	839.00	839.00
714715205	FOUR-THE-WIN INSERT	1	20.00	1,053.00	1,053.00
714715207	SLIDE & SOLVE INSERT	1	20.00	1,231.00	1,231.00
714716	VIEW GROOVE PANEL	1	30.00	674.00	674.00
71475716	VERTICAL CLIMBING WALL (6'6" DECK)	1	150.00	2,865.00	2,865.00
71475969	9'4" TYP SLIDE 630 D (6' & 6'6" DECK)	1	2,000.00	9,300.00	9,300.00
7147632	TIC-TAC-TOE PANEL	1	50.00	1,418.00	1,418.00
71478472	TORNADO, DECK MOUNTED (72" EXT)	1	260.00	4,078.00	4,078.00
714787	TOT ROCK CLIMBER (3' DECK)	1	110.00	1,374.00	1,374.00
714796P1	BELL (POST MOUNT)	1	10.00	196.00	196.00
7147976	CENTER LADDER W/ENCL (6'6" HEPTAGON DECK)	1	105.00	1,374.00	1,374.00
7148096	TENSILE TOWER (6'6" DECK)	1	265.00	4,560.00	4,560.00
7148109	ADA STAIRS BETWEEN DECKS W/1' RISE	4	120.00	1,354.00	5,416.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1	35.00	568.00	568.00
714816	WALL ENCLOSURE	2	45.00	652.00	1,304.00
7148172B	BENCH PANEL (BELOW DECK)	1	50.00	1,200.00	1,200.00
7148192D	BOULDER RIDGE 2 SECTION, GROUND TO DECK	1	305.00	3,728.00	3,728.00
7148446	VERTICAL CLIMBER CARGO (6'6" DECK)	1	90.00	1,281.00	1,281.00
71485139	SQUARE TRANSFER POINT W/CLOSED HR (3' DECK)	1	225.00	3,387.00	3,387.00
71486251	PENTAGON PAGODA ROOF Roof Mesh 01: GREEN Roof Mesh 02: GREEN Roof Mesh 03: GREEN Roof Mesh 04: GREEN Roof Mesh 05: GREEN	1	390.00	9,611.00	9,611.00
71486251	PENTAGON PAGODA ROOF	2	390.00	9,611.00	19,222.00
7148627	ROOF FOR HEPTAGON DECK, PERF STEEL	1	750.00	6,185.00	6,185.00
7148627CF	CUPOLA TOP W/FLAG POLE FOR 7148627 HEPT ROOF	1	130.00	1,491.00	1,491.00
7149071U	"L" SLIDE RH, ROCKITE VORTEX (3' DECK)	1	100.00	1,419.00	1,419.00
71492095	12' RAMP GROUND TO DECK 1:12, W/OUT POST	1	570.00	8,046.00	8,046.00
7149219	12' RAMP DECK TO DECK 1:12	2	580.00	7,610.00	15,220.00
7149599	ADA STAIRS BETWEEN DECKS W/2' RISE	2	220.00	3,316.00	6,632.00
714961S1	DELIGHT-O-SCOPE TELESCOPE (STEEL MOUNT)	1	20.00	569.00	569.00

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7149709	8' ARCH BRIDGE BETWEEN DECKS	1	380.00	5,165.00	5,165.00
714987	HUMP LOOP BRIDGE BETWEEN DECKS	1	90.00	1,781.00	1,781.00
7149922	LOOKOUT TOWER	2	50.00	1,145.00	2,290.00
7149929	KIDS' PERCH	2	105.00	1,111.00	2,222.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	7.00	0.00	0.00
MRTP2023M	MUSHROOM PATH STEPPER	1	250.00	8,645.00	8,645.00

RiskSign_Included

Product line: Freestanding

Age group:

Global defaults

Post - FS

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00	0.00	0.00
926458	LABEL,GENERATION SWG, 2YR-12YR, MR	1	0.00	4.00	4.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
11302021	48 SUPER SACKS OF RUBBER MULCH, DELIVERED	1	0.00	28,680.00	28,680.00
11302021C	4" SUB BASE FOR PIP, INCLUDING INSTALLATION	1	0.00	8,600.00	8,600.00
11302021PI	POURED in PLACE SURFACING /SOFT SHOULDER for INCLUSIVE PIECES	1	0.00	41,467.00	41,467.00

Totals:

Equipment Weight: 27,621.00 lbs
Equipment List: \$304,897.00
Discount Amount: -\$95,000.00
Equipment Price: \$209,897.00
Freight: \$10,820.00 Code: 7798
Installation: \$98,000.00

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Products by Other: \$78,747.00
SubTotal: \$397,464.00
Estimated Sales Tax*: \$0.00
Grand Total: \$397,464.00

Notes:

This quote does not include unloading of the truck. The City of Charleston's Sourcwell ID is 2150 and Miracle Recreation's ID is 010521-LTS-3. This pricing is good until December 30, 2021

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: 102210081 Quote Date: 11/30/2021 Equipment: \$304,897.00 Grand Total: \$397,464.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC

12/2/2021

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PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

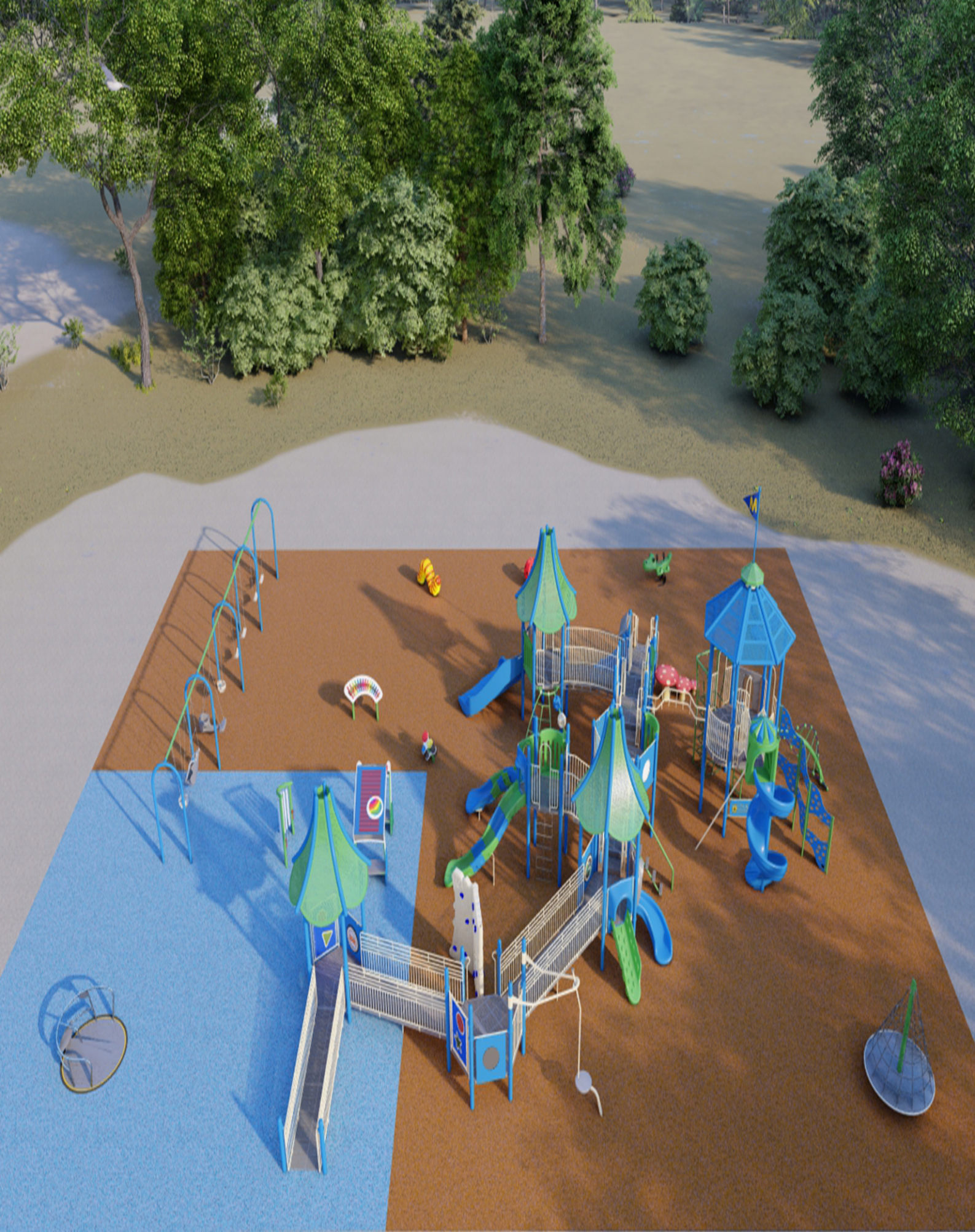
10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815









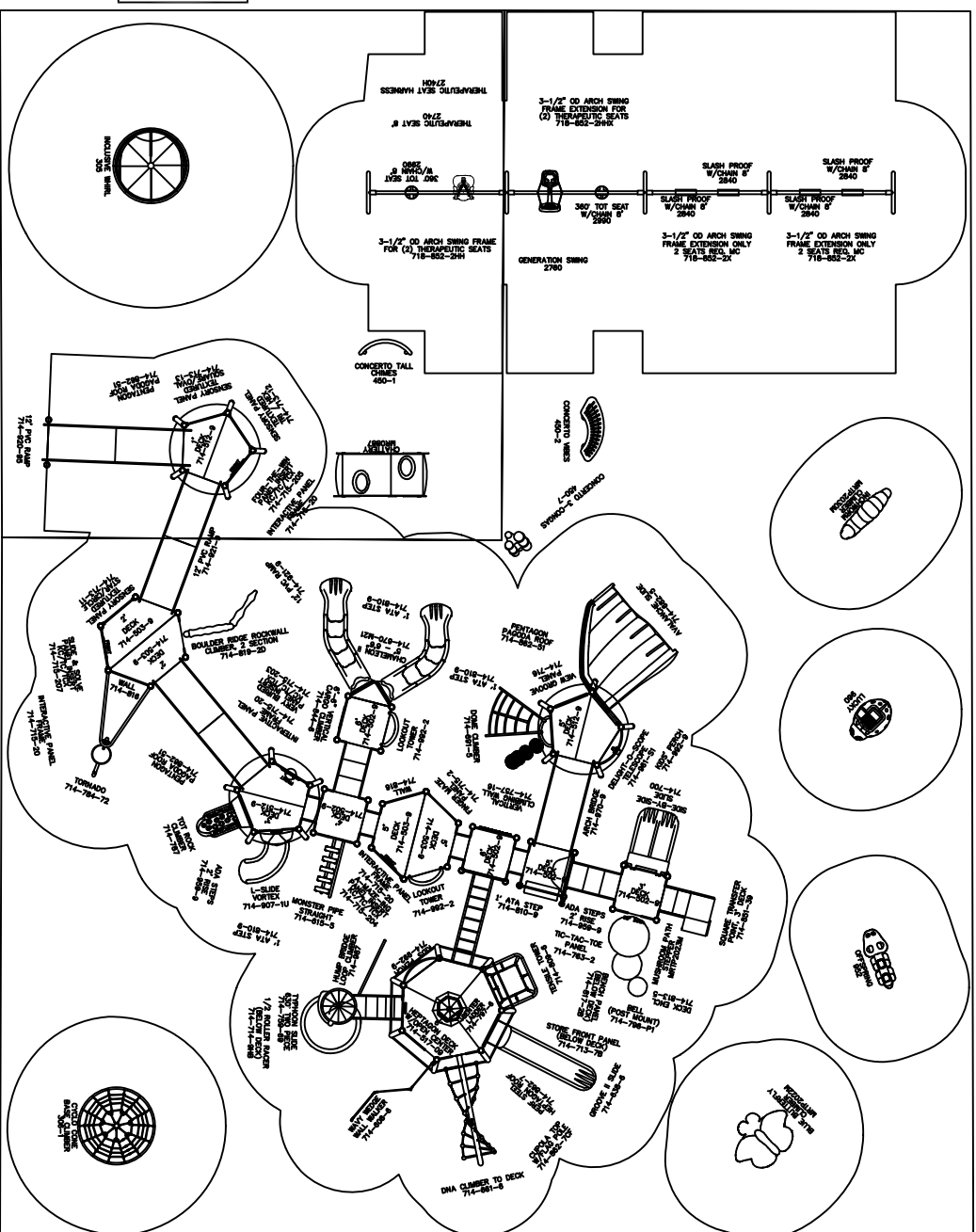
Play Area Capacity: 285-295

CELEBRATION STATION CHARLESTON, WV

5-12 PLAY AREA	
ELEVATED PLAY ACTIVITIES - TOTAL	25
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	24
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	13
GROUND LEVEL ACTIVITY TYPE	7
GROUND LEVEL ACTIVITY QUANTITY	24
	REOD 8

AREA: 7273 sq ft
PERIMETER: 390 ft
The information provided is for estimation purposes only.

AREA: 2080 sq ft
PERIMETER: 183 ft
The information provided is for estimation purposes only.



To verify full compliance, visit www.ipema.org.
To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.

CD226239

GROUND SPACE: 93' X 77'
PROTECTIVE AREA: 109' X 86'

✓ COMPLIES TO CPSC

✓ COMPLIES TO ASTM

✓ COMPLIES TO ADA

DESIGNED FOR
AGES
5-12

SCALE: 1" = 16'-0"

ADDITIONAL GROUND LEVEL ACCESSIBLE
ITEMS NEEDED FOR ADA COMPLIANCE:

DATE: 11/24/2021

TYPE: 0

QUANTITY: 0

TRIP

