CITY OF CHARLES TOWN
BOARD OF PARKS AND RECREATION
AGENDA • JULY 25, 2024

Commission/Board Meeting **COUNCIL CHAMBERS** **6:00 PM**

101 E Washington Street, Charles Town, WV 25414

1. CALL TO ORDER

2. APPROVAL OF MINUTES

3. UNFINISHED BUSINESS

: **2024-762:** Thrasher Engineering Pool Contract Update
Thrasher June updates.pdf

: **2024-763:** Skate Park Artist RFP
RFP - Skate Park.pdf
Mural suggestions.pdf
Mural option provided
Mural artist fee.pdf

: **2024-764:** WVU Healthcare and Stone Spring Open Space
1. Staff Report.pdf
2-UGB_Future_Land_Use_10Yr.pdf
3-WVUM MOB current proposed site plan.pdf
4-North road ROW impact exbt.pdf
5-WVUM Fitness Concept.pdf
6 - Cond. of Annexation.pdf

: **2024-765:** Park Updates: Willingham Knolls, Jefferson Memorial Park, Skate Park, Evitts Run, Happy Retreat
Summer Tennis 2024 Feedback survey questions.pdf
Summer tennis June survey results.pdf

4. NEW BUSINESS

: **2024-766:** Request and Presentation by Happy Retreat Board Member - Sculpture Garden

: **2024-767:** City's Summer Tennis/Swim Program Updates from Staff

: **2024-768:** Quotes on Equipment Replacement
IMG_1454.jpg
IMG_1455.jpg
IMG_1453.jpg
JEFFERSON MEMORIAL PARK_1.pdf

: **2024-770:** Location for Next Parks and Recreation Meeting

:

2024-772: Tree Board Project Proposal: Riparian Buffer with Potomac Conservancy

5. ADJOURNMENT

6. NOTICE: The Public May View the Meeting Live by Clicking on the Event Link at:

https://www.charlestownwv.us/government/agendas-and-minutes/

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 07/25/24
Department: Board of Parks and Recreation
Category: Contract
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-762: Thrasher Engineering Pool Contract Update

ATTACHMENTS:

- Thrasher June updates.pdf

Alissa Meeks

From: Samuel Rich <srich@thethrashergroup.com>
Sent: Thursday, June 27, 2024 12:07 PM
To: Alissa Meeks
Cc: Marcus Carnegie
Subject: RE: Jefferson Memorial Park Pool Renovations

Alissa,

Marcus is out sick today and is not going to be able to attend the meeting this evening as originally planned and I will be attending a city council meeting in person that I committed to at the same time. I've included a general update below of where we are with the project.

- We have been incorporating revisions to the site plan based on feedback from the last meeting and will be ready to share that for review in early July. We are working through the building renovation floor planning revisions as well.
- The 3D Renderings for the project are also in progress and we should have the preliminary versions of those done by Mid July.
- At the last board meeting John mentioned you all might be reaching out regarding some additional value engineering ideas so if there's a need for us to jump on a call to go over those ideas let me know and we can coordinate a time to meet.

Thanks,

SAMUEL RICH, PLA
Project Manager | The Thrasher Group, Inc.
office: 304-848-6490 | 800-273-6541
155 Blue Angel Lane | Beaver, WV 25813
www.thethrashergroup.com

From: Samuel Rich
Sent: Monday, June 24, 2024 9:30 AM
To: Alissa Meeks <AMeeks@charlestownwv.us>
Cc: Marcus Carnegie <mcarnegie@thethrashergroup.com>
Subject: RE: Jefferson Memorial Park Pool Renovations

Sorry I forgot to copy Marcus. He is on here now so please reply all with the link.

Thanks,

SAMUEL RICH, PLA
Project Manager | The Thrasher Group, Inc.
office: 304-848-6490 | 800-273-6541
155 Blue Angel Lane | Beaver, WV 25813
www.thethrashergroup.com

From: Samuel Rich
Sent: Monday, June 24, 2024 9:27 AM

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 07/25/24
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-763: Skate Park Artist RFP

ATTACHMENTS:

- RFP - Skate Park.pdf
- Mural suggestions.pdf
- Mural option provided
- Mural artist fee.pdf

City of Charles Town

Request for Proposals (RFP)

Skate Park Mural & Artwork

May 2024

City of Charles Town

Request for Proposals (RFP) – The City of Charles Town is soliciting proposals from qualified artists or team of artists to provide design and implementation services for an exterior mural and public art project on skating equipment at the City's Skate Park located at 290 N. West Street Charles Town, WV. The skating equipment will need to be primed, sealed, and transformed into a blank canvas in preparation for the mural. The mural(s) would be painted on the skating ramps and surrounding ground area located at the park.

Scope of Project

For purposes of this RFP, the objective is to obtain proposals from qualified persons, firms or artisans, hereafter referred to as "Vendor", to provide professional design and artisan/painting services to paint a mural on the skating ramps and equipment at the park. The work will further include all preparatory, surfacing, and final painting. Pricing should be separated and itemized per detail of work. See fee schedule for individualized itemization.

The project area includes four (4) pieces of skate equipment to include ramps, rails, and backboards. Photographs in this RFP depict the equipment. Work would consist of design as well as preparation and production of work on-site, which must be executed by experienced artists. The selected vendor must properly prime and prepare any area approved for painting and a high-quality exterior varnish will be required to secure the longevity of the mural(s). The artwork shall be painted on the skating equipment and surrounding ground area/surface next to the equipment. See Exhibits for areal and highlighted reference area.

The subject matter of the mural and public art area shall encompass a design relevant to the City and its "Historically Hip" branding and will be finally determined by the City during the mural design process. There will be no logos, words, or commercial imagery in the mural or public art. The design will be developed within a collaborative process that includes the City, Parks and Recreation Board, and volunteers with a vested interest in the project. The goal of the project is to create a piece of public art for an outdoor park environment that reflects the spirit of the City and to select a dedicated and qualified artist(s) or artist team that can demonstrate artistic excellence as well as collaboratively work with volunteers. Multiple artists may be selected.

The City reserves the right to select the mural colors that best blend with the interest of the natural surroundings and utilized in similar outdoor sport environments. The vendor is responsible for the daily clean-up of debris and disposal of work-related materials to maintain the established park site in a clean, presentable, and continuously usable manner, less the ramps when they are being painted and sealed. The work shall be done in a thorough, complete, and professional manner.

The vendor shall provide a comparative cost-analysis for all work performed inclusive of all materials, labor, design, and equipment, and ensure the work meets all applicable state and local code requirements. The vendor shall obtain all required permits and contractor licenses.

Proposals

Artists are invited to submit proposals, not more than 10 pages, containing their qualification and experience providing a cost-analysis of similar projects completed by the artist to include wall displays, outdoor artistry, and other sports complexes for either a public or private entity. To be considered, include a response to each item listed below and include a complete rate and fee schedule of costs including a lump sum project as well as an individualized hourly rate and itemization. A timeline/schedule detailing the project milestones, to include itemized items anticipated by certain date points shall also be included. Applicants must also demonstrate they have the capacity to provide a high level of service and expertise to the City through their answers and documentation.

The City reserves the right to not select any of the submitted proposals.

Any questions regarding this Request for Proposals should be addressed to the Director of Community Development, Alissa Meeks, at ameeks@charlestownwv.us or 304-724-3253. To be considered, proposals must be received no later than **4:00 p.m. on Friday, May 17, 2024**.

Submission of a hardcopy and electronic version must be received prior to the deadline in a sealed envelope addressed to:

Alissa Meeks
Director of Community Development
101 East Washington Street
Charles Town, WV 25414

Please note on the cover of the envelope or in the subject line of the email: Skate Park Art Mural RFP – Artist(s) Name.

Upon selection, it is anticipated the City of Charles Town may enter into a contract subject to the information contained in this RFP and the business proposal. East submittal must include:

1. Name of vendor/business, address, telephone number, year established, brief history of the company and specialty.

2. Name of the company representative, if other than the artist, that will be responsible for the contract and will serve as the principal contact for the City. Name and contact information of the on-site manager, if different.

3. Qualifications and experience of the Vendor and key individuals who will be assigned to this project, as indicated by prior involvement in similar projects.

4. Experience and ability of the artist to self-perform most of the work.

5. A list of names of potential subcontractors anticipated to be utilized in either the design, or preparation phase.

6. Portfolio – Documentation of business and professional work illustrating similar projects.

7. A comprehensive description and generalized/estimated timeline of events for each phase of the project as well as a description of the approach to the project such as methods of surface preparation, primer applications, varnish, or other material to secure the longevity of the mural.

8. A proposed itemized budget for an artist or team of collaborative artists, delineating the artist(s) fees, supply costs, preparation of ramp equipment, any travel-related expenses, and other associated costs.

9. Warranty for completed work. A suitable artist maintenance program that includes applications of anti-graffiti/anti-ultraviolet coating, inspections, surface cleanings, additional coats of protective paint. Artwork longevity of murals must display for at least five (5) years and the maintenance program must incorporate a schedule of costs and timeline for maintenance.

10. Provide a list of not more than three (3) other current, municipal/government or private clients the artist/vendor has worked with or serviced in the past five (5) years specializing in the scope of work outlined above. Please summarize the work completed and services provided to each of the three (3) entities. Include images and reviews of previously completed work. Artwork samples of murals or other projects shall be no more than ten (10) and listed in chronological order with the most recent as the first sample.

11. Note if the company has ever done any other work for the City of Charles Town during the last five (5) years.

12. Provide a summary of any litigation, claim(s), or contract disputes filed by or against the business in the past five (5) years which are related to the regular course of business offered. Please state if there are NO litigation claim(s) or contract disputes filed by or against the business in the past five (5) years.

13. Provide proof of general business and liability insurance and an agreement to keep in effect while working with the City of Charles Town.

14. Provide proof the company has a West Virginia business license, contractor's license if applicable, and has or will obtain a City of Charles Town business license prior to conducting business in the City.

15. If applicable, attach a copy of the applicant's standard contract containing the terms and conditions (subject to negotiations with the City).

16. A narrative and design illustrating the concept, including a digital format of all components.

Fees

The scope of services for which a pricing schedule is requested should be based on an hourly rate and total project cost as well as an itemized breakdown of certain work categories such as labor cost, preparation, sealing, etc. The vendor will be required to provide detailed and itemized billing for the work. City Business and Occupation Tax at 2% of the gross cost must be included in the bid price. Financial compensation will be made in accordance with an agreed upon contract between the artist(s)/vendor and the City.

Selection of Business/Contractor

The following factors will be considered when selecting a vendor:

- A complete proposal with responses to all sixteen (16) questions items listed in this RFP.
- Experience and qualifications successfully completing art/mural projects similar in nature.
- Demonstrated ability to complete the project in a timely manner.
- Hourly cost/rate/total project calculation for the entirety of the scope of work.
- Quality of work, as demonstrated by portfolio submission, showing examples and photographs of previous and/or similar work.

Failure to provide a fee may result in your proposal being rejected.

I, _____, acting on behalf of the firm/business of _____certify that I have reviewed and fully understand the City of Charles Town's Request for Proposals for the Skate Park Art Mural project. I further certify and swear that the information submitted in response to the Request for Proposals is a true, correct, and complete representation of our firm's ability to provide such services.

Signature

Date

City of Charles Town Skate Park – North West Street, Charles Town, West Virginia




Evitts Run



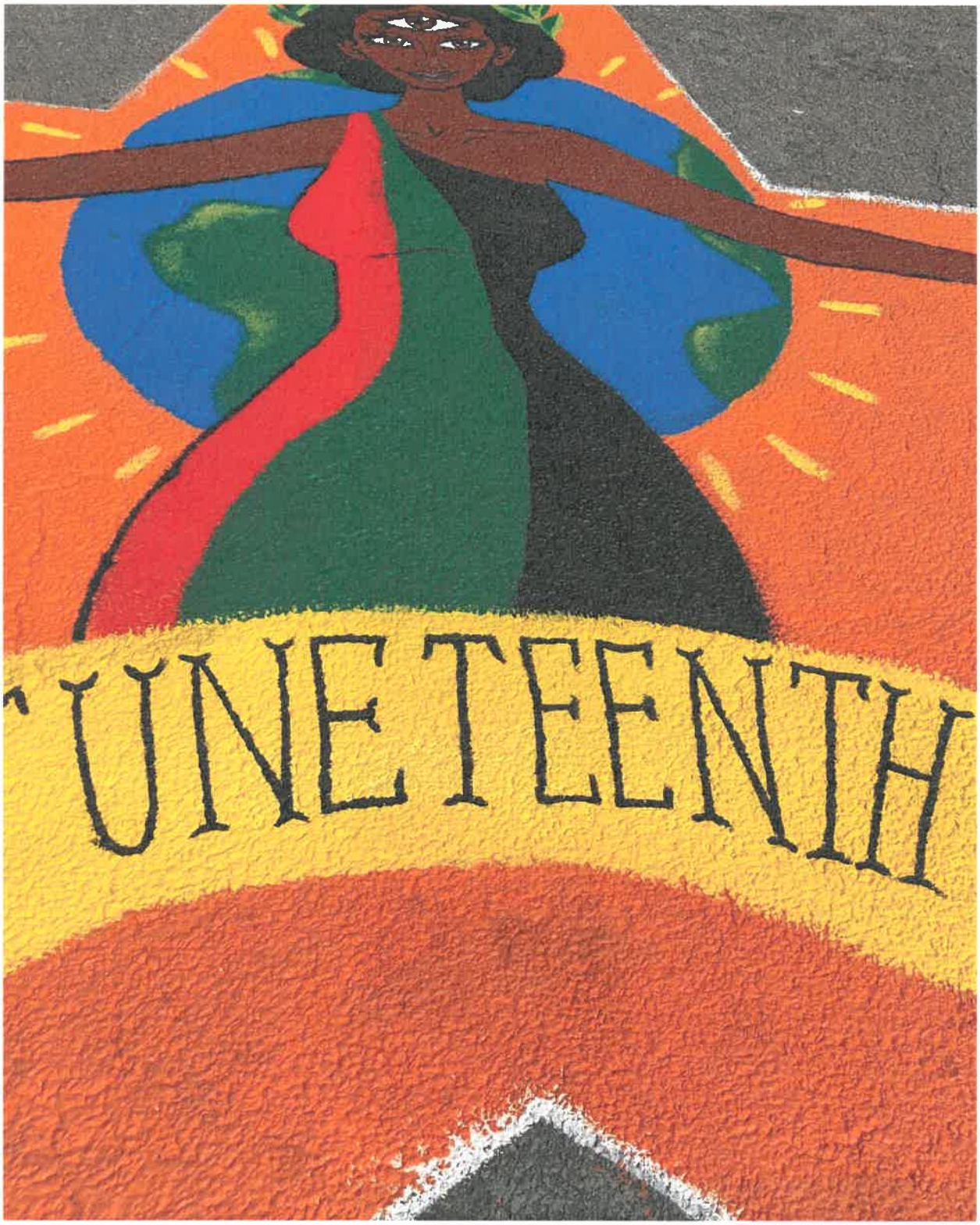









11:02
STOP
JUNETEENTH
@TORPE_7


'UNETEENTH

	A	B	C	D	E
1	Item	Color	Price	Quantity	Sub Total
2	Behr Ultra Ext Flat 5 Gallon	White	$227.00	4	$908.00
3					
4	Behr Ultra Ext Flat 1 Gallon	Tanzanite P530-7D	$48.98	3	$146.94
5		Unmellow Yellow P300-7D	$48.98	1	$48.98
6		100 Mph P170-7D	$48.98	3	$146.94
7		Sultana P100-7D	$48.98	3	$146.94
8		Crown Jewel P420-7D	$48.98	2	$97.96
9		Joyful Orange P240-7D	$48.98	3	$146.94
10		Japanese Koi P210-7D	$48.98	1	$48.98
11					
12		Twinkling Lights M280-1U	$48.98	1	$48.98
13		Beacon Blue P150-7D	$48.98	3	$146.94
14					
15		High Dive P480-5I-D,E-M	$48.98	3	$146.94
16		Black	$48.98	2	$97.96
17					
18					
19		Compass Blue MQ5-54D	$48.98	3	$146.94
20		Hacienda Blue P490-6D	$48.98	3	$146.94
21		Laser P350-6D	$48.98	1	$48.98
22		Rococo Gold S300-7D	$48.98	1	$48.98
23					
24		Spa Blue P500-3	$48.98	4	$195.92
25					
26	Econ 3 Pc Basic Brush Set		$9.97	21	$209.37
27	Good 3 Piece Latex Brush Set		$12.47	21	$261.87
28	Good 1.5 Flat Cut Latex Brush		$5.74	24	$138.72
29	Good 1.5 Angle Sash Latex Brush		$5.78	24	$138.72
30	Wstr Super Fab 9 X 3/4 In Knit Roller		$5.77	28	$161.56
31	9 Inch Metal Roller Tray		$3.78	14	$52.92
32	9 Inch Metal Roller Frame - Blk Handle		2.94	14	$41.16
33	Linz 4Ft Wood Pole w/ Metal Screw Tl		$7.37	14	$103.18
34	Chip 3.0 Flat Brush		$1.97	4	$7.88
35	Latex-rte 4.75 Gal. Airport Grade Asphalt Driveway Filler Sealer		$21.74	4	$86.96
36					
37				SUB TOTAL	$3,775.48
38				TAX-	$246.78
39					
40				GRAND TOTAL	$4,022.26


JUNETEENTH



My name is Christina Rogombe and before moving to Martinsburg this past July of 2023, I had been a Charles Town resident for 22 years. Ever since I could remember, art has been a huge part of my life and something that I cherish so much. I've always found that creative expression was the best way to frame how I felt and a way to be heard without being verbal. To this very day, I am creating art in big and small ways and will take just about any opportunity to create art

In reference to my working fee for the mural at the skate park, I would request that I am to be paid in two installments; one before the completion of the project (preferably by the end of the month if possible) and one after the installment is completed. My artist fee for this installment at the skate park is $8,500. I will be using the assistance of my brother Jeremy Rogombe whose artist fee will be a requested $1,500 at the completion of the project.

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 07/25/24
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

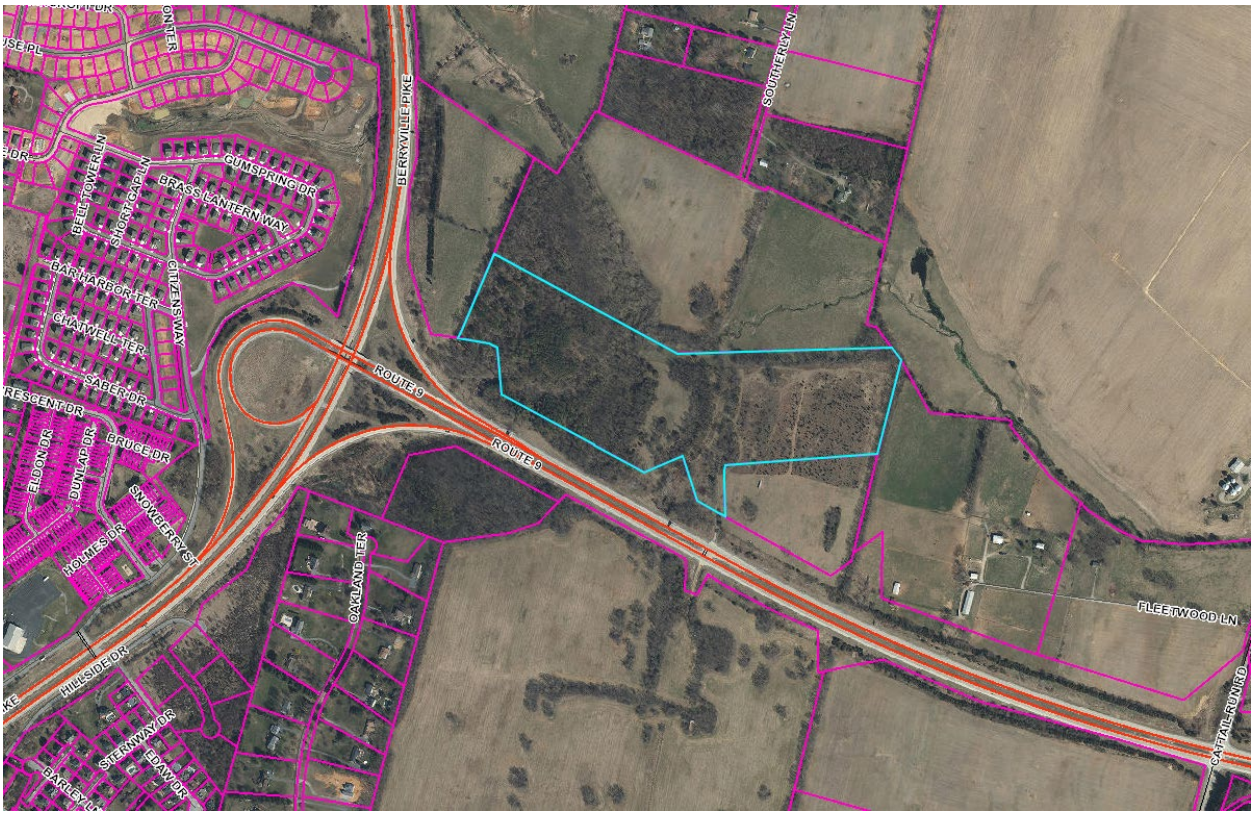
2024-764: WVU Healthcare and Stone Spring Open Space

ATTACHMENTS:

- 1. Staff Report.pdf
- 2-UGB_Future_Land_Use_10Yr.pdf
- 3-WVUM MOB current proposed site plan.pdf
- 4-North road ROW impact exbt.pdf
- 5-WVUM Fitness Concept.pdf
- 6 - Cond. of Annexation.pdf

Sketch Plan Review
SLD2024-01

Date: For the May 29, 2024 Parks and Recreation Board meeting
Applicant: Gresham Smith
Property Owner: University Healthcare Foundation Inc.
Report by: James Newman, City Planner, Zoning/Subdivision Administrator.
Proposal: Major Land Development – Parkland discussion
Current Zoning: General Commercial



PROJECT OVERVIEW

The applicant is seeking to develop an access road, medical office building, parking lot, and stormwater management facilities. As part of the development, they seek to access US. Route 340 via dedicated parkland in the adjacent Stone Spring Subdivision.

STONE SPRING

Stone Spring is a predominantly residential development of 77 townhomes and 248 single-family detached homes and three commercial pad sites. Access is from Keyes Ferry Road and US Route 340.

PARKLAND

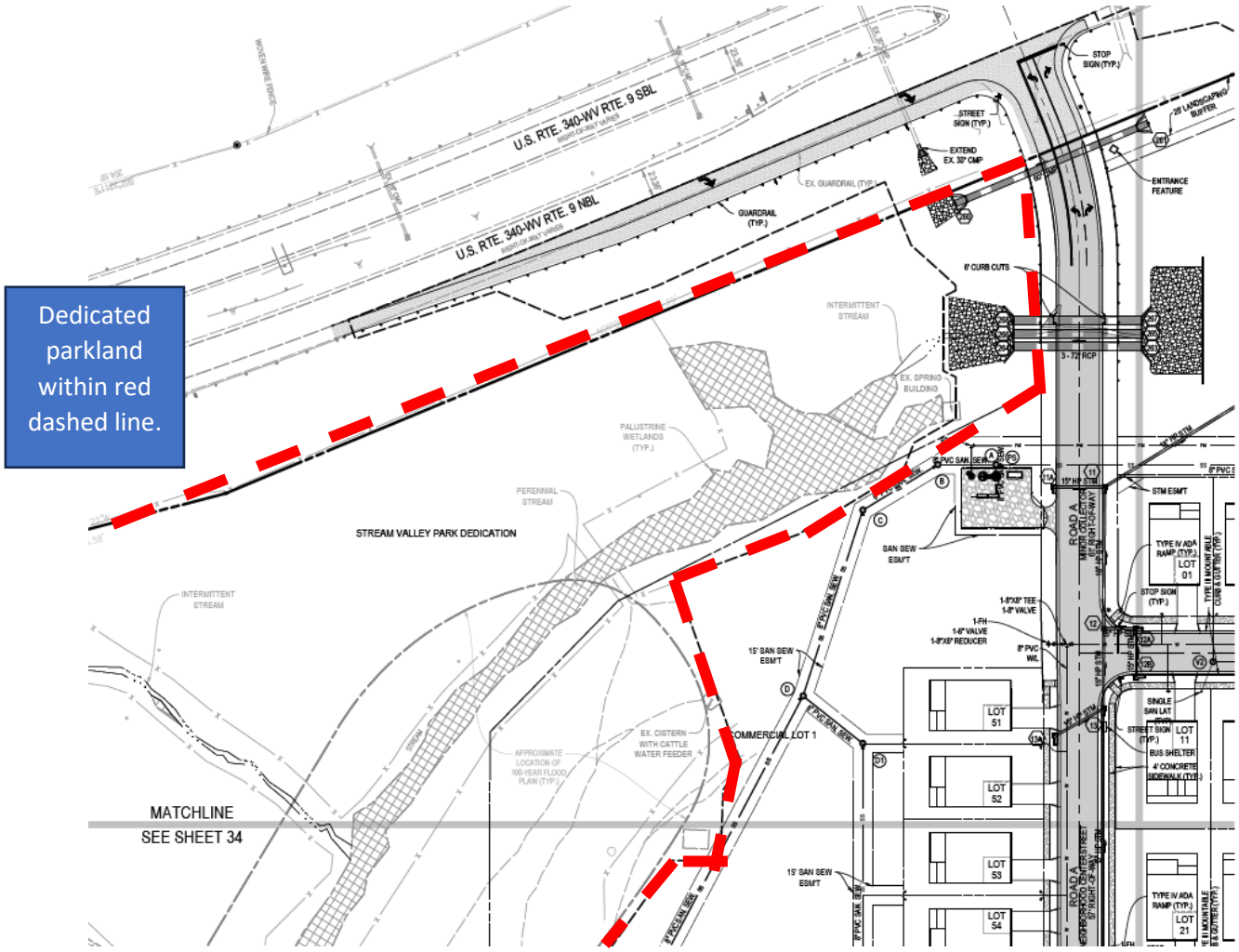
There is a stream with dedicated 14.5 acres of parkland on the Stone Spring site. As part of the Conditions of Annexation:

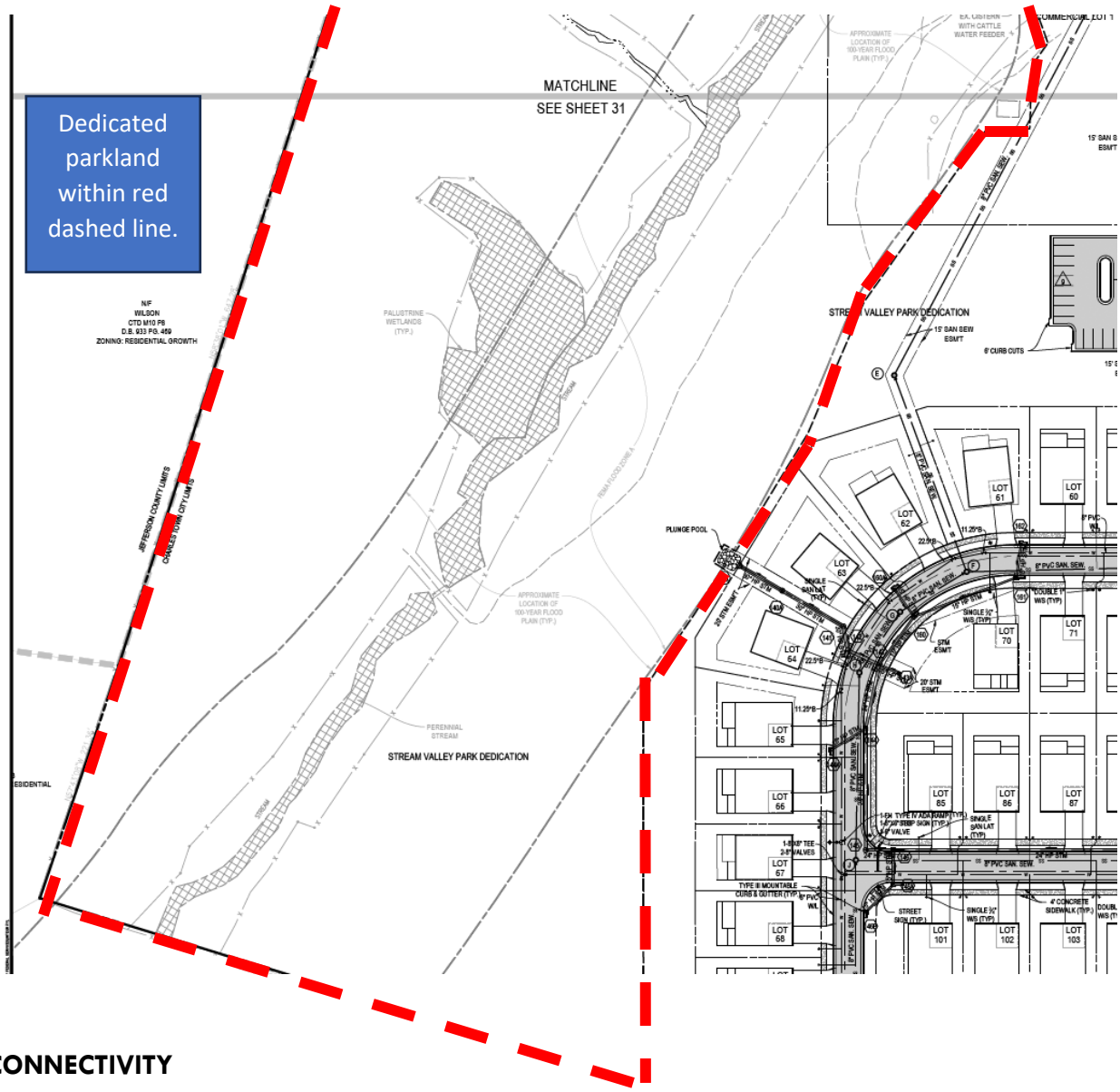
8. PARKLAND PROPOSED FOR DEDICATION TO THE CITY WILL INCLUDE VEHICULAR ACCESS AND PARKING IMPROVEMENTS FOR VISITORS TO THIS CITY PARK.

9. IN ADDITION TO OTHER PARKLAND DEDICATION REQUIRED BY THE CITY'S ORDINANCES, THE OWNER/DEVELOPER AGREES TO INCLUDE A NEIGHBORHOOD PARK OF AT LEAST 0.5 ACRES NEAR THE CENTER OF THE DEVELOPMENT THAT WILL INCLUDE ADEQUATE PLAYGROUND EQUIPMENT FOR ITS RESIDENTS



DEDICATED PARKLAND DETAILS



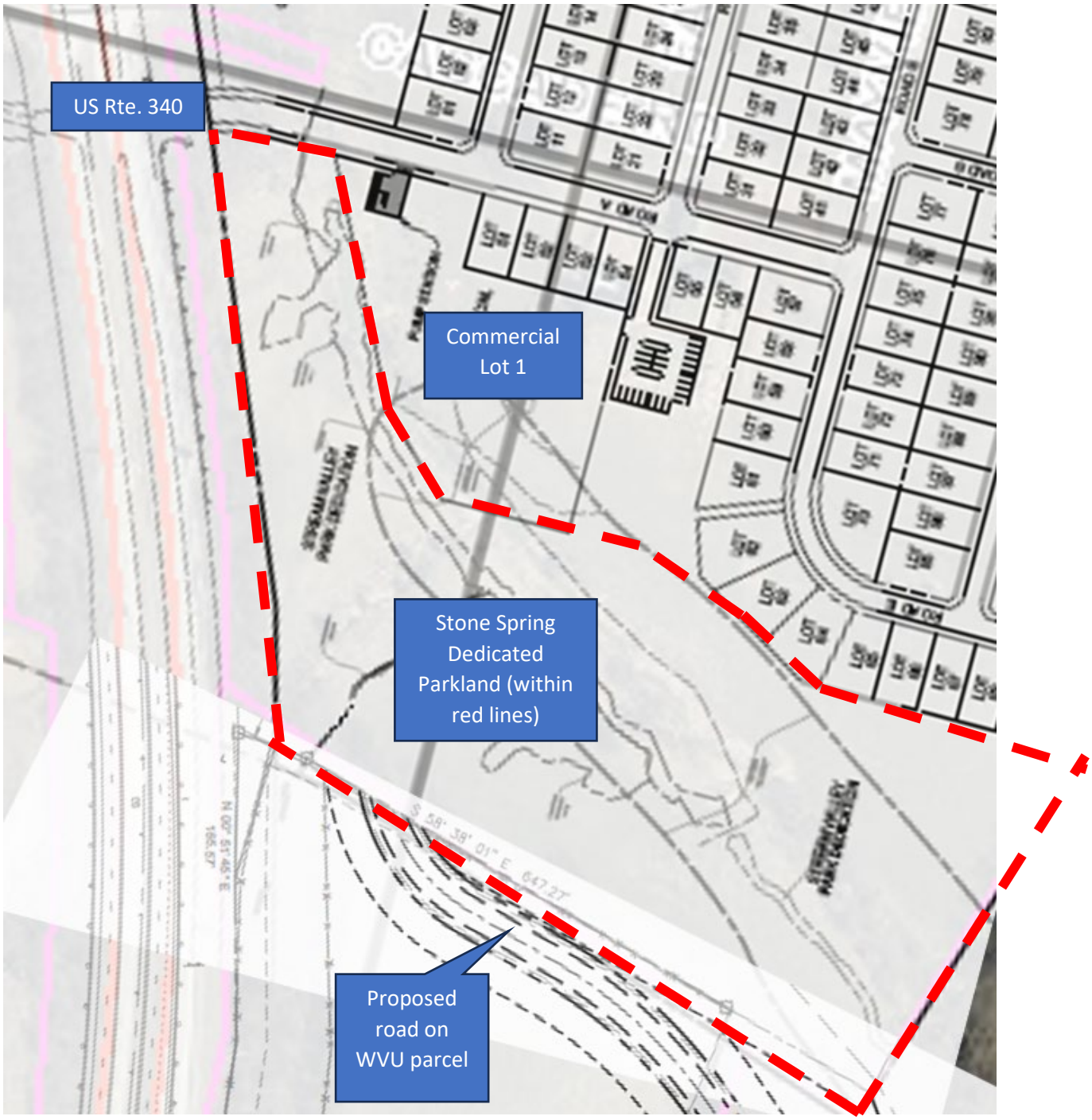


CONNECTIVITY

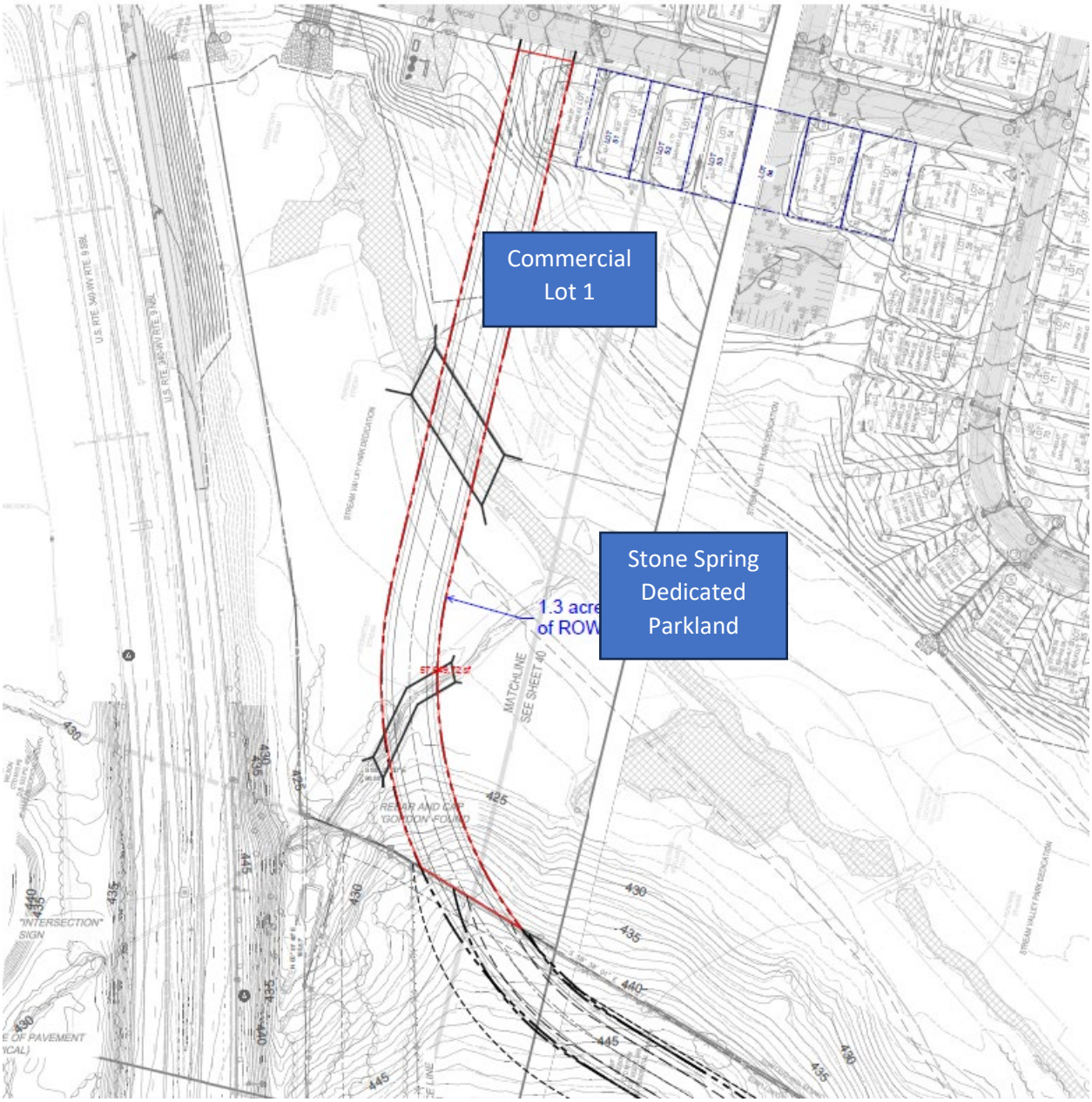
The image on the next page provides aerial photography overlaid with images of the plans for Stone Spring and WVU Healthcare:


SHEETS 10, 16, 26, 33, 39, & 121
SHEETS 09, 15, 25, 32, 38, & 120
SHEETS 08, 14, 24, 31, 37, & 119
SOUTHERLY LN
ROUTE 9
ROUTE 9
PRIVATE DRIVE
BLUE RIDGE CROSSING
OPEN SPACE
DIRECTIONAL SIGNAGE (TYP.)
BUILDING SETBACK LINE (TYP.)
MONUMENT SIGNAGE

FOCUSED IMAGE ON CONNETCION AREA



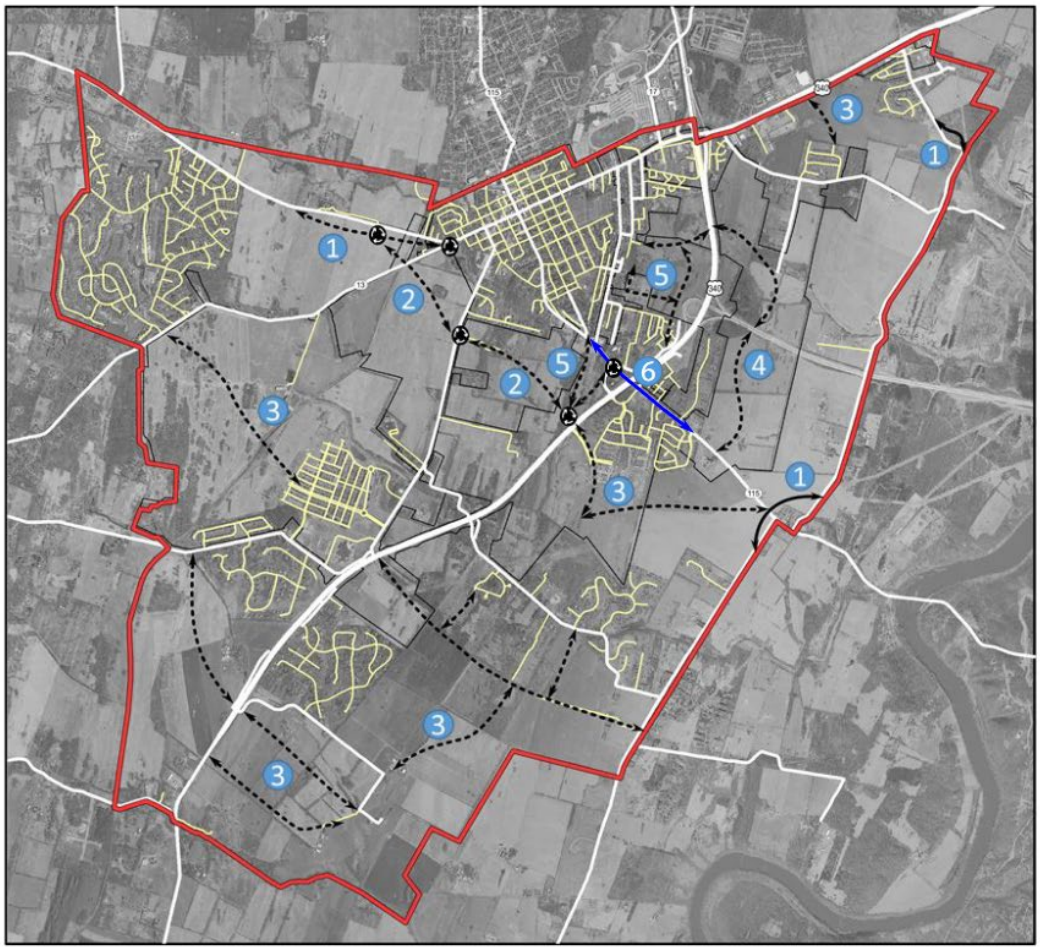
PROPOSED ROADWAY CONNECTION



The WVU Healthcare developer proposes to use part of the Stone Spring dedicated parkland as a connection point to US Rte. 340. This connection is supported by the 2040 Comprehensive Plan, which promotes a connection at this point, see point #4 on the next page:

CITY OF CHARLES TOWN COMPREHENSIVE PLAN

Future Roadway Network Improvements



Proposed Transportation Improvement

- New Road
- Local Road
- Complete Streets Improvements

Additional Map Elements

- State Road
- Local Road
- Urban Growth Boundary (UGB)
- City Boundary
- New Roundabout

Improvement Description

1. Safety improvements to existing roadways
2. New boulevard to connect WV-51 to US-340 to alleviate commercial vehicle congestion in Old Town Charles Town
3. New roadway connections between existing neighborhood developments and regional arterials to expand the grid network
4. New boulevard through the proposed medical arts campus
5. Local roadway enhancements to complete the grid network
6. Complete streets improvements on S. George Street from S. Samuel Street to Crosswinds Drive

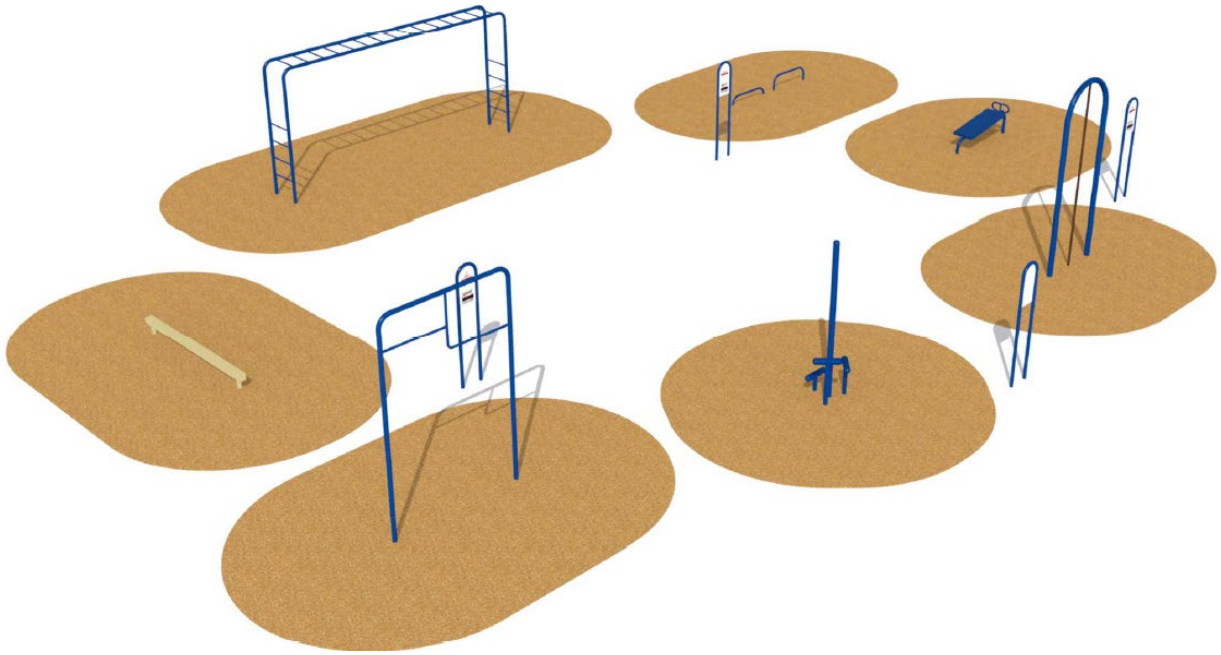
0 0.5 1 2 Miles

Map created by the City of Charles Town Department of Community Development 2/1/2018

N

In exchange for occupying some parkland dedicated for the City, the WVU Healthcare developer will provide on the Stone Spring site a park, see diagram on next page:


GS-NC P.C.
An Affiliate of Gresham Smith
GreshamSmith.com
620 South Tryon Street
Suite 700
Charlotte, NC 28202
704.944.7970
Firm Certification
Nos. 51108 / C-416 / C-2098
GreshamSmith.com
WVUMedicine
BLUE RIDGE CROSSING
MULTISPECIALTY CENTER
PRELIMINARY SUBDIVISION/LAND
DEVELOPMENT PLAT
CITY OF CHARLES TOWN, WEST VIRGINIA
JEFFERSON COUNTY
PRELIMINARY
NOT FOR
CONSTRUCTION
Revision
No.
Date
Description
FITNESS AREA
EXHIBIT
#3308.01
05/06/2024
NORTH
STREAM VALLEY PARK DEDICATION
ROAD A
ROAD C
1
2
3
4
5
6
7



IMPACT

The proposed access point will affect the viability of 'Commercial Lot One', which is located in the same area as the potential park. This can be mitigated by providing commercial area of same or greater sizes to be set aside for active commercial space within the WVU property. That site will be accessible via both the roadway and sidewalks. The Planning Commission must consider this impact when reviewing the sketch plan.

As for parkland: the proposed roadway will cut through just the northernmost end of the dedicated parkland. No active park use was planned for this area. The applicant is providing active use space with access via roadway and sidewalk.

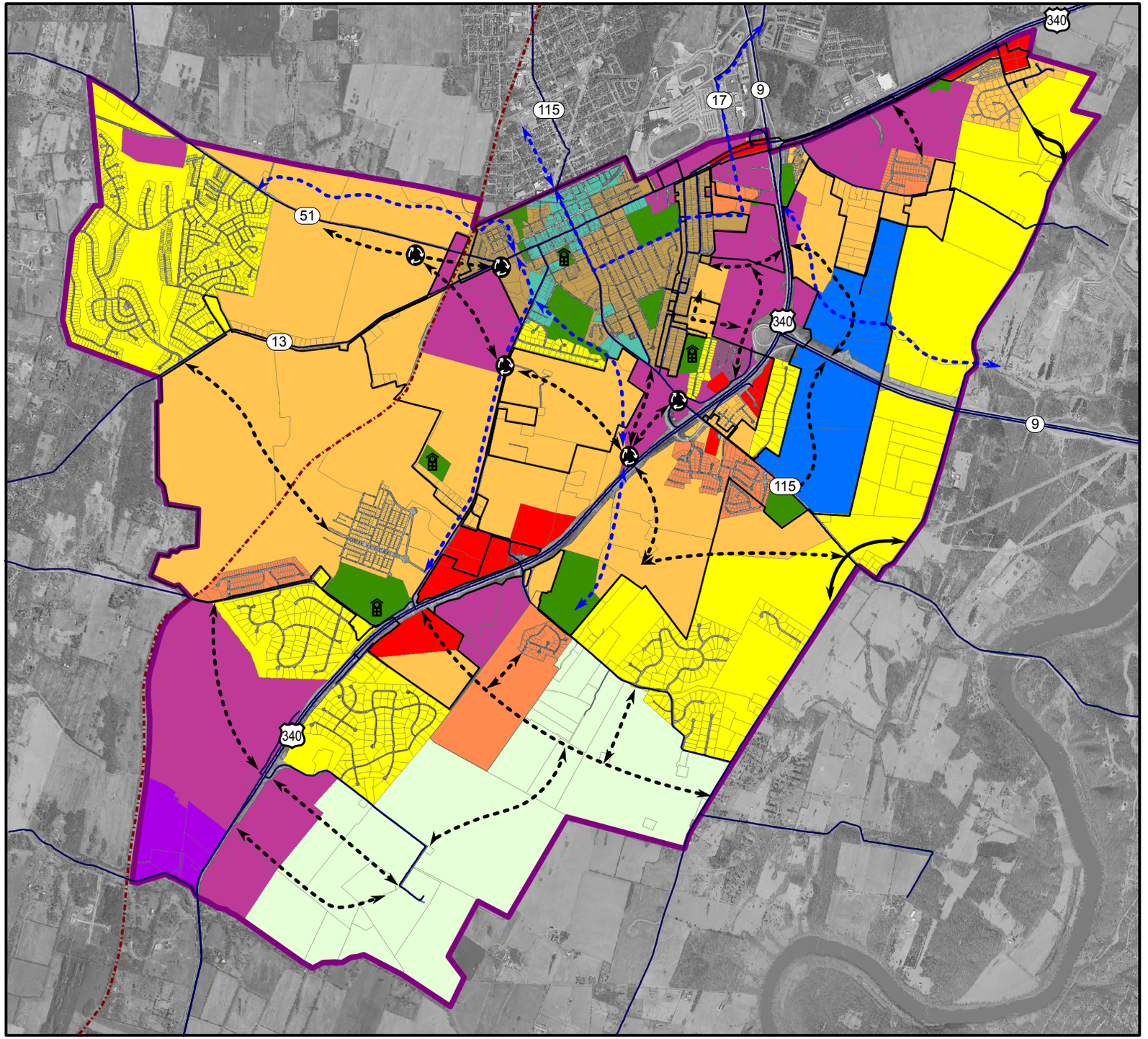
In regards to the WVU Healthcare site, no dedicated parkland is required by the Subdivision Ordinance as the development is not residential. Residential development does require dedicated park land or a fee-in-lieu-of.

CONCLUSION

WVU Healthcare seeks to build a roadway through Stone Spring dedicated parkland. In return, WVU Healthcare will provide an active use outdoor area.

CITY OF CHARLES TOWN COMPREHENSIVE PLAN

UGB Future Land Use: 10-Year Growth Scenario



Future Land Use Classification

- Urban Agriculture - Rural
- Residential Low Density
- Residential Medium High Density
- Old Town Residential
- Mixed Use Residential
- Old Town Mixed Use Commercial
- Mixed Use Commercial
- General Commercial
- Professional Office & Institutional District
- Light Industrial
- Public / Quasi Public Land

Proposed Transportation Improvement

- New Road
- New Off-Road Trail
- Improvement to Existing Road
- New Roundabout

Additional Map Elements

- Railroad Track
- Urban Growth Boundary (UGB)
- City Boundary
- Public School

0 0.5 1 2 Miles

Map created by the City of Charles Town Department of Community Development on 5/26/2017

Drawn By: KL
Checked By: RW
Approved By: RW

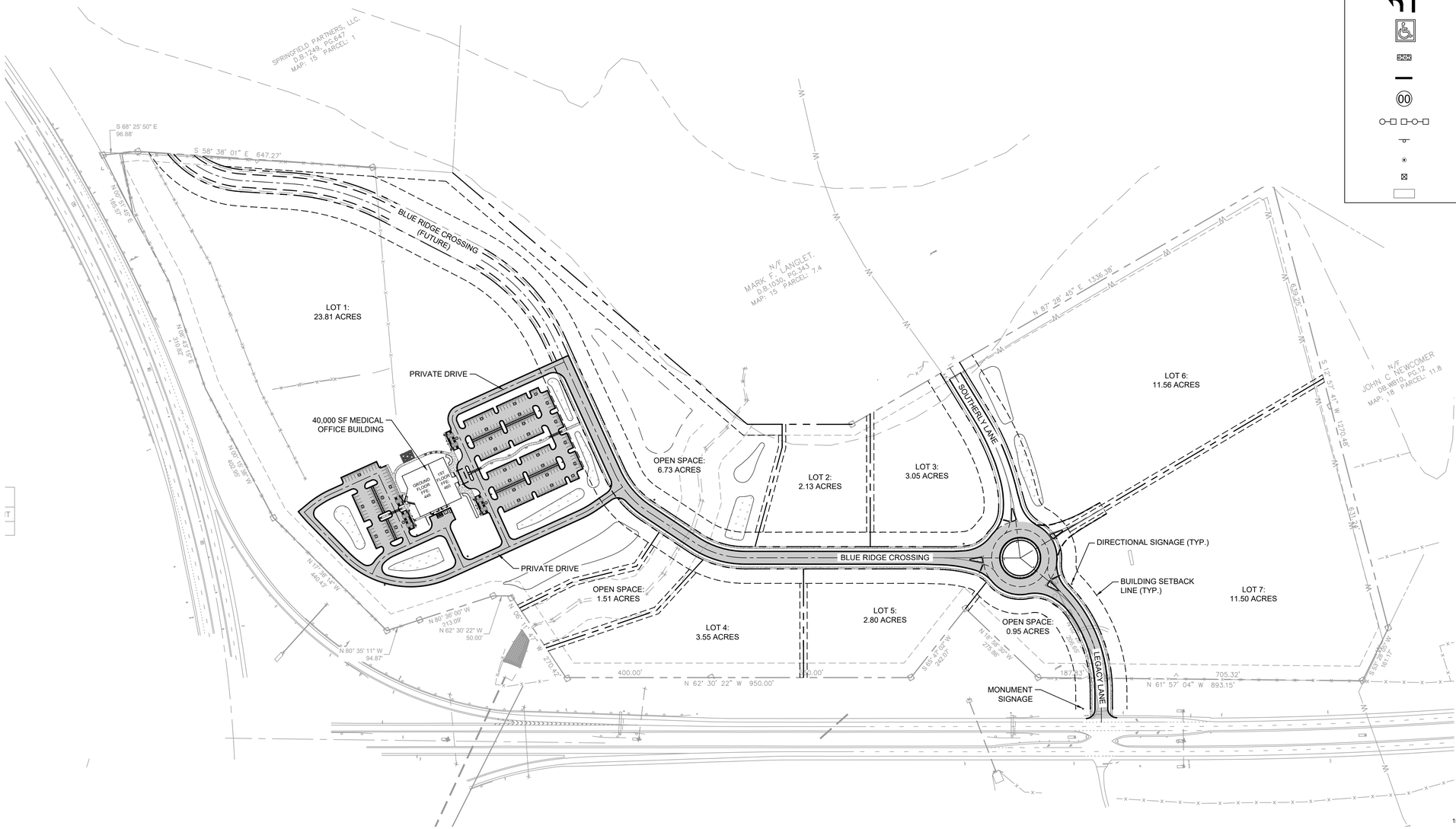
ZONING CRITERIA FOR GENERAL COMMERCIAL (GC):

PROPOSED USE: MEDICAL OFFICE, ITE CODE: 720 (PERMITTED USE)

MAX. DENSITY: NO REQUIREMENT
MIN. LOT SIZE: NO REQUIREMENT
MIN. SETBACKS:

FRONT YARD: 40 FT
SIDE YARD: 10 FT (25 FT ADJACENT TO RESIDENTIAL)
REAR YARD: 30 FT

MAX. LOT COVERAGE: 90 PERCENT
MIN. REQUIRED OPEN SPACE: NO REQUIREMENT
MAX. BUILDING HEIGHT: 55 FT
MAX. STORIES HEIGHT: 5



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED LOT LINE
- PROPERTY SETBACK LINE
- BUILDING LINE
- BUILDING CANOPY
- FENCE
- CURB
- CURB & GUTTER
- RETAINING WALL
- LIGHT DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- LIGHT DUTY ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- GRAVEL
- CONCRETE SIDEWALK
- CROSS-WALK
- T — TRANSFORMER PAD
- TURN ARROW
- ACCESSIBLE PARKING SPACE SYMBOL
- DETECTABLE WARNING SURFACE
- WHEEL STOP
- 00 — PARKING COUNT
- LIGHT POLE
- SIGN
- BOLLARD
- EMERGENCY CALL BOX
- BENCH

GS-NC P.C.
An Affiliate of
Gresham Smith

GreshamSmith.com

620 South Tryon Street
Suite 500
Charlotte, NC 28202
704.944.7970

Firm Certification
Nos. 51100 / C-416 / C-2056

GreshamSmith.com

WVUMedicine

BLUE RIDGE CROSSING MULTISPECIALTY CENTER

DESIGN DEVELOPMENT

CHARLES TOWN, WEST VIRGINIA

PRELIMINARY
NOT FOR
CONSTRUCTION

Revision		
No.	Date	Description

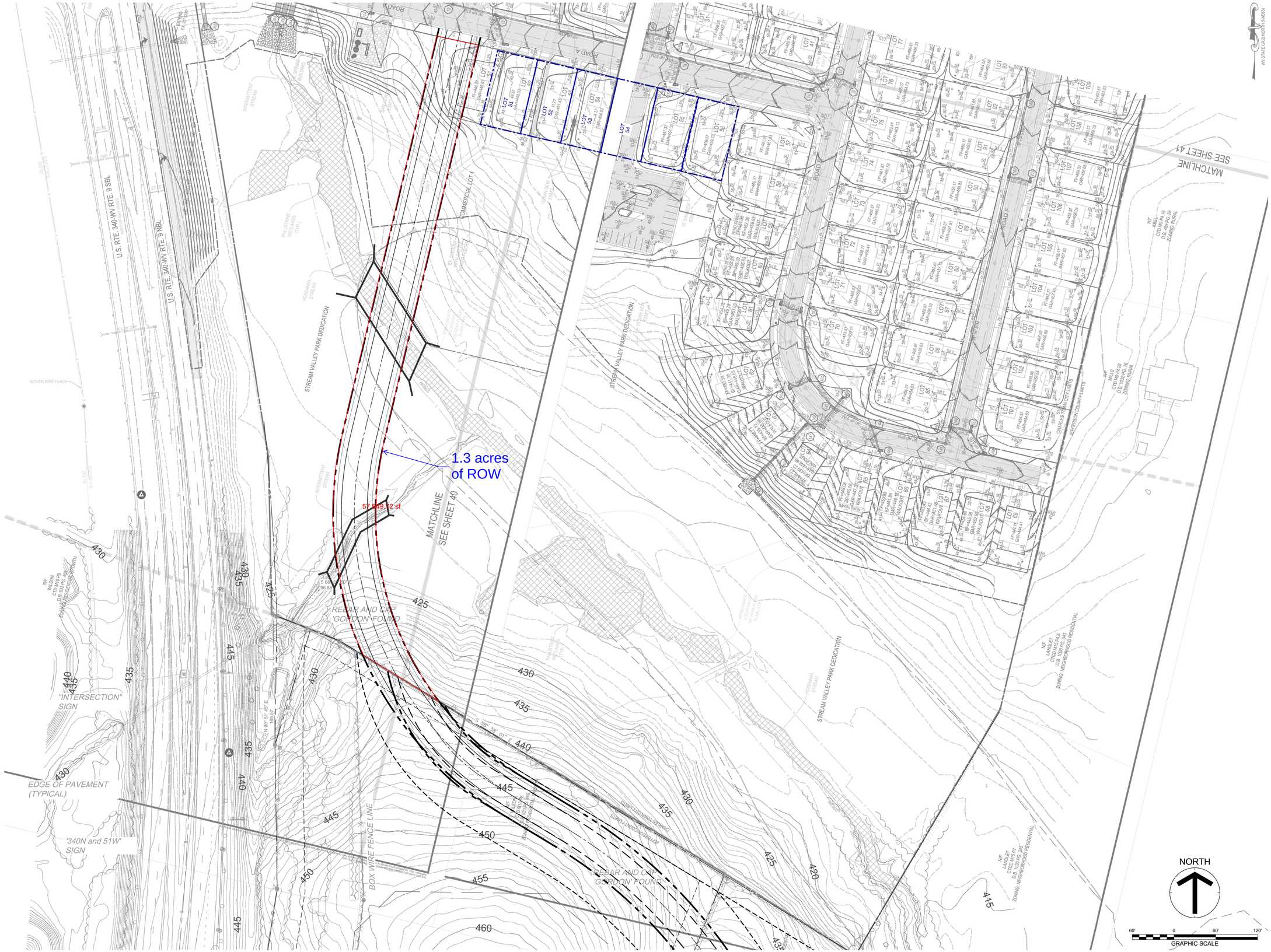
OVERALL SITE PLAN

C200

45550.02
05/06/2024

5/3/2024 4:43:09 AM \\global.gspdata\nrlch_nf\02\45550\02\01\Work\01CAD\06LP\Sheets\45550002_C200.dwg

Drawn By: KL
Checked By: RW
Approved By: RW



GS-NC P.C.
An Affiliate of
Gresham Smith

GreshamSmith.com

620 South Tryon Street
Suite 500
Charlotte, NC 28202
704.944.7970

Firm Certification
Nos. 51100 / C-416 / C-2056

GreshamSmith.com

WVUMedicine

BLUE RIDGE CROSSING MULTISPECIALTY CENTER

PRELIMINARY SUBDIVISION/LAND DEVELOPMENT PLAT
CITY OF CHARLES TOWN, WEST VIRGINIA
JEFFERSON COUNTY

PRELIMINARY NOT FOR CONSTRUCTION

Revision

No.	Date	Description

RIGHT OF WAY EXHIBIT

45550.02
05/23/2024

5/21/2024 12:59:54 PM
\\global.gspdata\nrlch_nt\024555002\01Work\01CAD\06LP\Exhibits\2024.05.21 - Fitness Area\2024-05-21_Fitness Area Exhibit.dwg

Drawn By: KL
Checked By: RW
Approved By: RW



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5/21/2024 11:59:54 AM

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BLUE RIDGE CROSSING MULTISPECIALTY CENTER

PRELIMINARY SUBDIVISION/LAND DEVELOPMENT PLAT

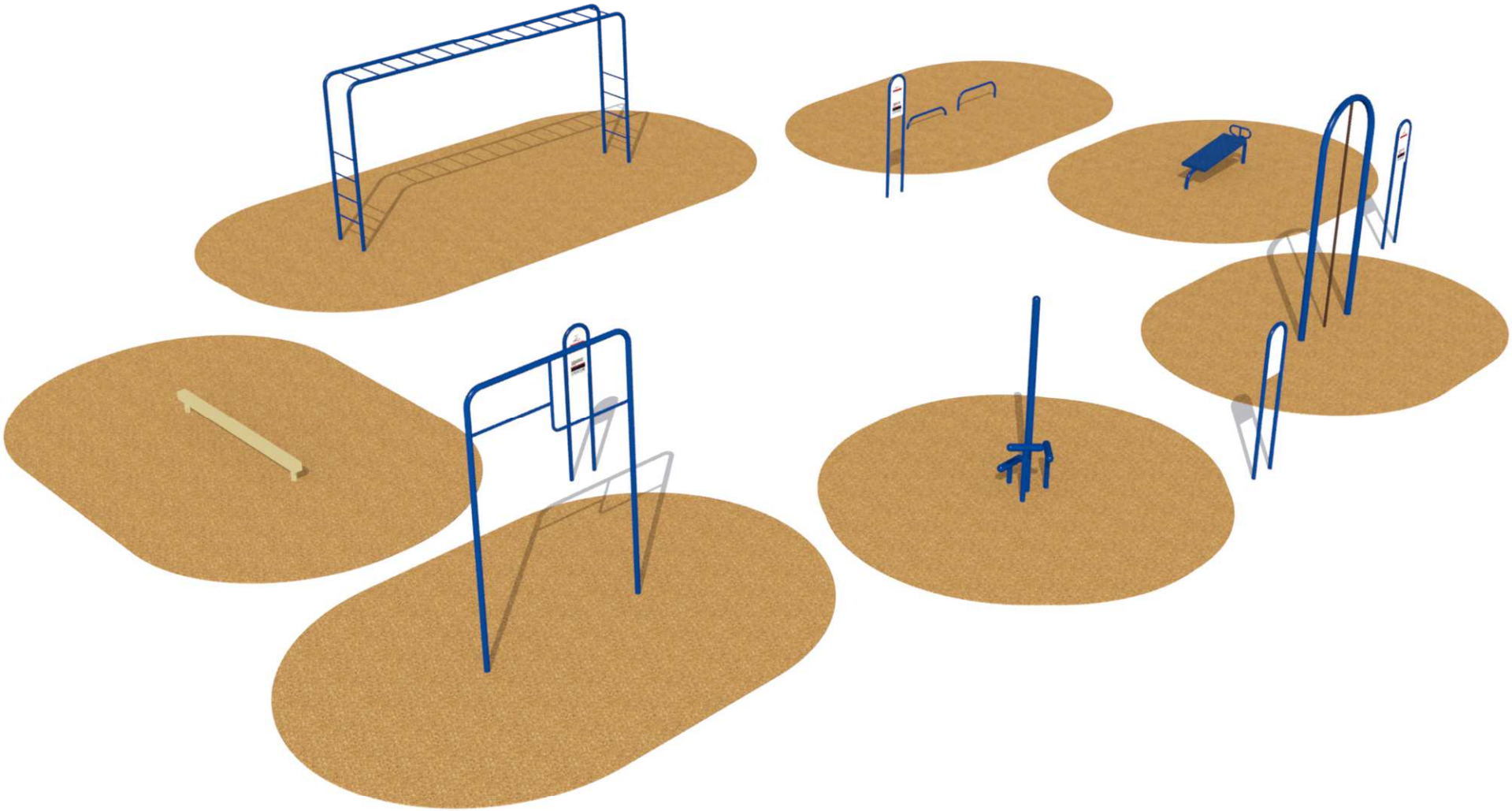
CITY OF CHARLES TOWN, WEST VIRGINIA
JEFFERSON COUNTY

PRELIMINARY NOT FOR CONSTRUCTION

Revision		
No.	Date	Description

FITNESS AREA EXHIBIT

45550.02
05/06/2024



City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/07/22 07:00 PM
Department: City Council
Category: Agreement
Initiator: Daryl Hennessy

SCHEDULED

AGENDA ITEM (ID # 5366)

Fritts Farm Conditions of Annexation - Repeal and Replace

A negotiating committee consisting of Mayor Trainor and Councilors Twyford, George, and Hynes, met with the property owners of Fritts Farm and their prospective buyer/builder, to negotiate new terms regarding the development of this nearly 100 acre parcel of land located at 412 Keyes Ferry Road. Attached are a proposed resolution that replaces the Conditions of Annexation approved by Council in 2008 and the latest, preliminary concept plan for the site. Final approval of the concept plan will require review by the Planning Commission for consistency with the new development terms and the City's other subdivision and land development standards.

Proposed Motion. Move to repeal the 2008 Conditions of Annexation approved by Council for the Fritts Farm project and replace with the new Conditions of Annexation contained in the attached resolution.

ATTACHMENTS:

- Fritts Farm - Amended Conditions of Annexation (v2.0) (PDF)
- Fritts Concept Plan E (January 6, 2022) (PDF)

City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 ♦ Web: www.charlestownwv.us

RESOLUTION

Resolution to Repeal and Replace the Conditions of Annexation for the Fritts Property

WHEREAS, in 2008, J. Russell Fritts, Inc. presented a petition to annex property into the City of Charles Town (City) that was subsequently referred to the Finance Committee (Committee) and the Planning Commission (Commission) for review, analysis, and recommendation; and

WHEREAS, the Committee and Commission recommended, and the Charles Town City Council (Council) approved via Resolution 2008-06 on March 17, 2008, the annexation of such land into the City with several conditions including a zoning designation of Neighborhood Residential; and

WHEREAS, the petitioners agreed that any conditions of annexation imposed by Council at that time would bind the owners of the property, their successors, and assigns; and

WHEREAS, nearly fourteen years after that initial agreement was made, the subject property remains undeveloped and the current family owners, working with a new developer, have requested that Council consider amendments to the original agreement that reflect the City's current growth plans and existing economic conditions; and

WHEREAS, Council appointed a negotiating team (Negotiating Team) on August 16, 2021, including representatives from the City's current Finance Committee, Planning Commission, and Council, to work with the current owners to determine if amendments should be recommended to the full Council for further consideration; and

WHEREAS, after several productive discussions with the current property owners and prospective developer of the Fritts Property that was annexed with conditions into the City pursuant to Resolution 2008-006 (Resolution), the Negotiating Team recommends repealing the conditions of annexation imposed by the Resolution and replacing with new terms and conditions.

NOW, THEREFORE BE IT RESOLVED Council agrees to the following new terms and conditions with respect to the development of the Fritts Property:

1. the development shall be subject to the City's current Neighborhood Residential zoning standards, except that the portion of land planned for commercial use shall be satisfied if at least five acres of land are set aside for neighborhood commercial uses; and
2. on land set aside for neighborhood commercial uses, mixed-use construction including first floor commercial and upper level residential uses shall be permitted and considered, subject to all other limitations, including height, in a Neighborhood Residential zoning district; and

Attachment: Fritts Farm - Amended Conditions of Annexation (v2.0) (5366 : Fritts Farm Conditions of Annexation - Repeal and Replace)

3. notwithstanding any residential units contained in a mixed-use commercial structure, the total number of residential units proposed for the site may not exceed 325 units; and
4. the final concept plan approved by the Planning Commission must include a road connection to the Langlet property located to the southeast of the Fritts property; and
5. each new unit of residential development on the site, except for those contained in a mixed-use structure, shall be subject to a voluntary financial proffer of $2,448 per unit that may be used by the City to fund any of its future capital needs; and
6. the financial proffer is subject to adjustment by the City every five years, starting from the Planning Commission's approval of the final preliminary plat drawings for the initial phase. The City will provide the owner/developer with a written 60-day advanced notice of the financial proffer increase with supporting documentation to justify the fee increase. Council will consider force majeure before increasing the fee; and
7. the owner/developer will pay $50,000 to the City after the Planning Commission has conceptually approved the development's preliminary plat, which will be used to fund a feasibility study aimed at improving pedestrian connectivity for residents of the City's 4th Ward to the Downtown; and
8. parkland proposed for dedication to the City will include vehicular access and parking improvements for visitors to this City park; and
9. in addition to other parkland dedication required by the City's ordinances, the owner/developer agrees to include a neighborhood park of at least 0.5 acres near the center of the development that will include adequate playground equipment for its residents; and

NOW, THEREFORE BE IT FURTHER RESOLVED, the Planning Commission shall review the owner/developers' preliminary plan for development dated January 6, 2022 for consistency with the Neighborhood Zoning district standards and other conditions outlined in this resolution, make adjustments with the owner/developer as agreed, and perform all other routine duties as outlined in the City's Subdivision and Land Development Ordinance related to this project; and

NOW, THEREFORE BE IT FURTHER RESOLVED, Council and the property owner agree that the terms and conditions contained in this resolution shall bind the current owner, their successor, and assigns.

Adopted the _____day of February 2022.

_____	_____
Robert M. Trainor	Daryl Hennessy
Mayor	City Manager/Clerk

Attachment: Fritts Farm - Amended Conditions of Annexation (v2.0) (5366 : Fritts Farm Conditions of Annexation - Repeal and Replace)

UNIT TYPE	UNIT COUNT	DIMENSIONS (TYP)		SETBACKS		
		WIDTH	DEPTH	FRONT	SIDE*	REAR
SINGLE-FAMILY DETACHED	245	60	110	25	10	20
SINGLE-FAMILY ATTACHED	56	30**	120	25	10	20
TOTALS	301					

*CORNER LOT SIDE YARDS TO USE FRONT SETBACK WHERE ADJACENT TO ROADS.
**END UNITS ARE 40' WIDE.

LAND USE AREAS (ACRES)	
COMMERICAL	*5.0*
PARK DEDICATION	*14.5*
HOA LAND	16.0
ROAD RIGHT-OF-WAY	16.3
LOT AREA	46.3
TOTAL	98.1

COMMERCIAL AREA
STREAM VALLEY PARK DEDICATION
HOA LAND

125 0 125 250 375
GRAPHICAL SCALE: 1" = 125'
NORTH

ROUTE 340 / ROUTE 9
ROUTE 340 / ROUTE 9
HOA PROPERTY 12.3+/- ACRES
ROAD B1
ROAD B2
ROAD B
STORM WATER MANAGEMENT (SWM)
STORM WATER MANAGEMENT (SWM)
STORM WATER MANAGEMENT (SWM)
ROAD N
COMMERCIAL LOT #2 2.0+/- ACRES
STREAM VALLEY PARK DEDICATION AREA 14.5+/- ACRES
COMMERCIAL LOT #1 1.8+/- ACRES
ROAD A
ROAD C
HOA PARK 0.5+/- ACRES
ROAD K
ROAD P
ROAD N
ROAD O
KEYES FERRY RD.
COMMERCIAL LOT #3 1.2+/- ACRES
ROAD N
HOA PROPERTY 3.2+/- ACRES
SWM
ROAD D
ROAD H
ROAD I
ROAD J
ROAD L
ROAD N
ROAD E
ROAD M
ROAD G
ROAD F
ROAD E

INTEGRITY FEDERAL SERVICES
ifs-ae.com

SPRINGFIELD
CONCEPTUAL PLAN E
01-06-2022

Attachment: Fritts Concept Plan E (January 6, 2022) (5366 : Fritts Farm Conditions of Annexation - Repeal and Replace)

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 07/25/24
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-765: Park Updates: Willingham Knolls, Jefferson Memorial Park, Skate Park, Evitts Run, Happy Retreat

ATTACHMENTS:

- Summer Tennis 2024 Feedback survey questions.pdf
- Summer tennis June survey results.pdf

Summer Tennis 2024 Feedback

Thank you for participating in the 2024 Summer Tennis program at Jefferson Memorial Park! We hope that your young tennis player has enjoyed this program, improved their abilities, and gained confidence in themselves over the 2 weeks of instruction.

Please take a moment to complete this short survey to help us as we continue to grow this program here in Jefferson County.

* Required

1. Which program did your child participate in this summer? *

- [ ] Beginner Tennis Camp
- [ ] Intermediate/ Advanced Tennis Camp

2. Which session(s) of camp have you attended this summer? *

- [ ] Session 1- June 3- June 13

- [ ] Session 2- June 17- June 27

3. Overall, how satisfied were you with the Summer Tennis Program? *

- ◯ Very satisfied
- ◯ Satisfied
- ◯ Neither satisfied nor dissatisfied
- ◯ Dissatisfied
- ◯ Very dissatisfied

4. How much do you agree with the following statement: "My child became a better tennis player after participating in the Summer Tennis Program"? *

- ◯ Strongly Agree
- ◯ Agree
- ◯ Neither Agree nor Disagree
- ◯ Disagree

- ◯ Strongly Disagree

5. How much do you agree with the following statement: "Tennis staff and instructors were knowledgeable, communicative, and engaged with my camper"? *

- ◯ Strongly Agree
- ◯ Agree
- ◯ Neither Agree nor Disagree
- ◯ Disagree
- ◯ Strongly Disagree

6. How would you rate the curriculum and organization of the program? *

- ◯ Exceeded Expectations
- ◯ Above Average
- ◯ Average
- ◯ Below Average

◯ Poor

7. Was this your first year participating in the Summer Tennis Program at Jefferson Memorial Park? *

◯ Yes

◯ No

8. Following this session of camp, how likely are you to register for the Summer Tennis Program again (another session this year, or in future summers)? *

0	1	2	3	4	5	6	7	8	9	10

Not at all likely Extremely likely

9. How likely are you to recommend the Summer Tennis Program to your friends or family? *

0	1	2	3	4	5	6	7	8	9	10

Not at all likely Extremely likely

10. Please feel free to leave any additional comments or feedback for us here! Your input helps us as we grow and expand children's programming in Jefferson County.

Which program did your child participate in this summer?	Which session(s) of camp have you attended this summer?	Overall, how satisfied were you with the Summer Tennis Program?	How much do you agree with the following statement: "My child became a better tennis player after participating in the Summer Tennis Program"?	How much do you agree with the following statement: "Tennis staff and instructors were knowledgeable, communicative, and engaged with my camper"?	How would you rate the curriculum and organization of the program?
Intermediate/ Advanced Tennis Camp;		Satisfied	Agree	Agree	Average
Beginner Tennis Camp;		Very satisfied	Strongly Agree	Strongly Agree	Exceeded Expectati
Beginner Tennis Camp;		Very satisfied	Neither Agree nor Disagree	Strongly Agree	Average
Beginner Tennis Camp;		Very satisfied	Strongly Agree	Strongly Agree	Exceeded Expectati
Beginner Tennis Camp;		Very satisfied	Strongly Agree	Strongly Agree	Exceeded Expectati
Beginner Tennis Camp;		Very satisfied	Strongly Agree	Strongly Agree	Exceeded Expectati
Beginner Tennis Camp;Intermediate/ Advanced Tennis Ca		Satisfied	Agree	Agree	Above Average
Beginner Tennis Camp		Very satisfied	Strongly Agree	Strongly Agree	Exceeded Expectati
Beginner Tennis Camp		Very satisfied	Strongly Agree	Strongly Agree	Exceeded Expectati
Intermediate/ Advanced Tennis Camp		Very satisfied	Strongly Agree	Strongly Agree	Exceeded Expectati
Beginner Tennis Camp		Very satisfied	Strongly Agree	Strongly Agree	Exceeded Expectati

Was this your first year participating in the Summer Tennis Program at Jefferson Memorial Park?	Following this session of camp, how likely are you to register for the Summer Tennis Program again (another session this year, or in future summers)?	How likely are you to recommend the Summer Tennis Program to your friends or family?	Please feel free to leave any additional comments or feedback for us here! Your input helps us as we grow and expand children's programming in Jefferson County.
No	7	7	
Yes	10	10	I was very impressed by the organization of this camp, we participated
Yes	10	10	
Yes	10	10	Spencer should have been taken to his mom more when he was pester
Yes	10	10	Coach Jorge is great. He is very involved with each age group and bring
Yes	9	10	
No	7	7	
Yes	10	10	
Yes	10	10	This was my 13 year old daughter's first time trying tennis. She enjoyec
Yes	10	10	We loved coach Jorge! We would love to participate in any activity he l
No	10	10	Coaches were exceptional with my child. The encouragement he receiv

s great energy to the kids. His assistant instructors were great too. You could tell they were well trained and they also did a great job of keeping the kids on task a

ınd focused. They did a great job redirecting their attention when they would get distracted.

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 07/25/24
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-766: Request and Presentation by Happy Retreat Board Member - Sculpture Garden

ATTACHMENTS:

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 07/25/24
Department: Board of Parks and Recreation
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-767: City's Summer Tennis/Swim Program Updates from Staff

ATTACHMENTS:

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 07/25/24
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-768: Quotes on Equipment Replacement

ATTACHMENTS:

- IMG_1454.jpg
- IMG_1455.jpg
- IMG_1453.jpg
- JEFFERSON MEMORIAL PARK_1.pdf





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

QUOTE: R0102240043

Project: R0102_45448532382_01

Prepared For:

John Wysong
City of Charlestown
101 East Washington Street
Charles Town, WV 25414
304-279-8301 (phone)
jwysong@charlestownwv.us

Project Name & Location:

JEFFERSON MEMORIAL PARK

Prepared by:

Metro Recreation Inc.

4907 Camden Place North
Jefferson, MD 21755 USA
240-409-2870 (phone)
mike@metrorecreation.com

Ship To Address:

Metro Recreation Inc.
Frederick, MD 21704

End User:

City of Charlestown
101 East Washington Street
Charles Town, WV 25414
304-279-8301 (phone)
jwysong@charlestownwv.us

Quote Number: R0102240043
Quote Date: 6/11/2024
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: TotsChoiceX
Age group: 5-12

Global defaults

Accent	YELLOW
Accent - FS	YELLOW
Accent 01	GREEN
Accent 02	GREEN
Accent Climber	RED
Accent Enclosure	YELLOW
Accent Handhold	BLUE
Accent Ribbon	YELLOW
Clamp	RED
Post	BLUE
PVC	BLUE
Rockite	RED
Rockite Orb 01	RED
Rockite Orb 02	RED
Rockite Orb 03	RED
Rockite Orb 04	RED
Rockite Orb 05	RED
Rockite Orb 06	RED
Rockite Orb 07	RED
Rockite Orb 08	RED

Rockite Orb 09	RED
Rockite Orb 10	RED
Slide Canopy	RED
Slide Rockite	BLUE
Ten Spin Base	BLUE
Ten Spin Wheel	RED
Touch Up Paint	

Components

Part Number	Description	Qty	Weight	Unit Price	Total
304	TEN SPIN	1	1,000.00	4,288.00	4,288.00
4551	DOME CLIMBER W/ORBS FS Accent 01: YELLOW Accent 02: BLUE Rockite Orb 01: BLUE Rockite Orb 02: YELLOW Rockite Orb 03: RED Rockite Orb 04: BLUE Rockite Orb 05: YELLOW Rockite Orb 06: RED Rockite Orb 07: BLUE Rockite Orb 08: YELLOW Rockite Orb 10: BLUE	1	700.00	9,380.00	9,380.00
7045029	SQUARE DECK (ATTACHES TO 4 POSTS) 3.5"	1	120.00	1,442.00	1,442.00
7045049	1/2 HEX OPEN DECK (ATTACHES TO 5 POSTS) 3.5"	1	150.00	2,151.00	2,151.00
7046385	GROOVE II SLIDE (5' DECK)	2	200.00	2,433.00	4,866.00
70469225	UPSTOP CLIMBER	1	300.00	4,557.00	4,557.00
7046933	HEX CLIMBER TO 3' DK	1	45.00	1,024.00	1,024.00
7047095	8' HORIZONTAL TRY-RING (ONLY)	1	80.00	1,493.00	1,493.00
7047721	BONGO PERCH (STATIONARY) Rockite: YELLOW	1	15.00	287.00	287.00
7047721	BONGO PERCH (STATIONARY) Rockite: BLUE	1	15.00	287.00	287.00
7048135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1	35.00	669.00	669.00
7048155	END LADDER FOR OH CLIMBERS (ONLY)	1	30.00	655.00	655.00
704845685	CARGO CLIMBER-OVER 8'W, TR 6'6" H	1	120.00	2,242.00	2,242.00
7048485	TWISTER CLIMBER (5' DK)	1	125.00	2,041.00	2,041.00
70485139	SQ TRSFR POINT, CL HR (3' DK)	1	225.00	3,808.00	3,808.00
70495949	ADA STAIRS BETWEEN DECKS W/2' RISE 4' SPAN	1	200.00	4,301.00	4,301.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	0.00	0.00	0.00
7185493	3 1/2" OD X 106" POST (3' DK)	2	35.00	214.00	428.00
7185494	3 1/2" OD X 118" POST (4' DK)	1	40.00	242.00	242.00
718552	3 1/2" OD X 130" POST (3' TO 5' DKS)	7	40.00	378.00	2,646.00
718554	3 1/2" OD X 166" POST (7' TO 8' DKS)	2	55.00	328.00	656.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	0.00	0.00	0.00

PlayArea_2

Product line: Freestanding
Age group: 2-5

Global defaults

MC Chattery Accent	YELLOW
MC Chattery Panel A	BLUE

MC Chattery Panel B RED
MC Chattery Roof RED

Components

Part Number	Description	Qty	Weight	Unit Price	Total
MR0887	MC CHATTERY	1	587.00	7,691.00	7,691.00

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
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
DEMOLITION AND DISPOSAL	REMOVE ANDDISPOSE OF EXISTING PLAYGORUND EQUIPMENT. EXISTING PLASTIC BORDERS WILL REMAIN	1	0.00	3,500.00	3,500.00

Totals:

Equipment Weight:	4,647.00 lbs
Equipment List:	$55,154.00
Discount Amount:	-$11,030.00
Equipment Price:	$44,124.00
Freight:	$2,347.00
Installation:	$19,303.00
Products by Other:	$3,500.00
SubTotal:	$69,274.00
Estimated Sales Tax*:	$0.00
Grand Total:	**$69,274.00**

Notes: PRICING INLCUDES DEMOLITION AND DISPOSAL OF EXISTING PLAYGROUND EQUIPMENT. BORDERS WILL REMAIN.

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: R0102240043 **Quote Date:** 6/11/2024 **Equipment:** $55,154.00 **Grand Total:** $69,274.00

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: 6/11/2024

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 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

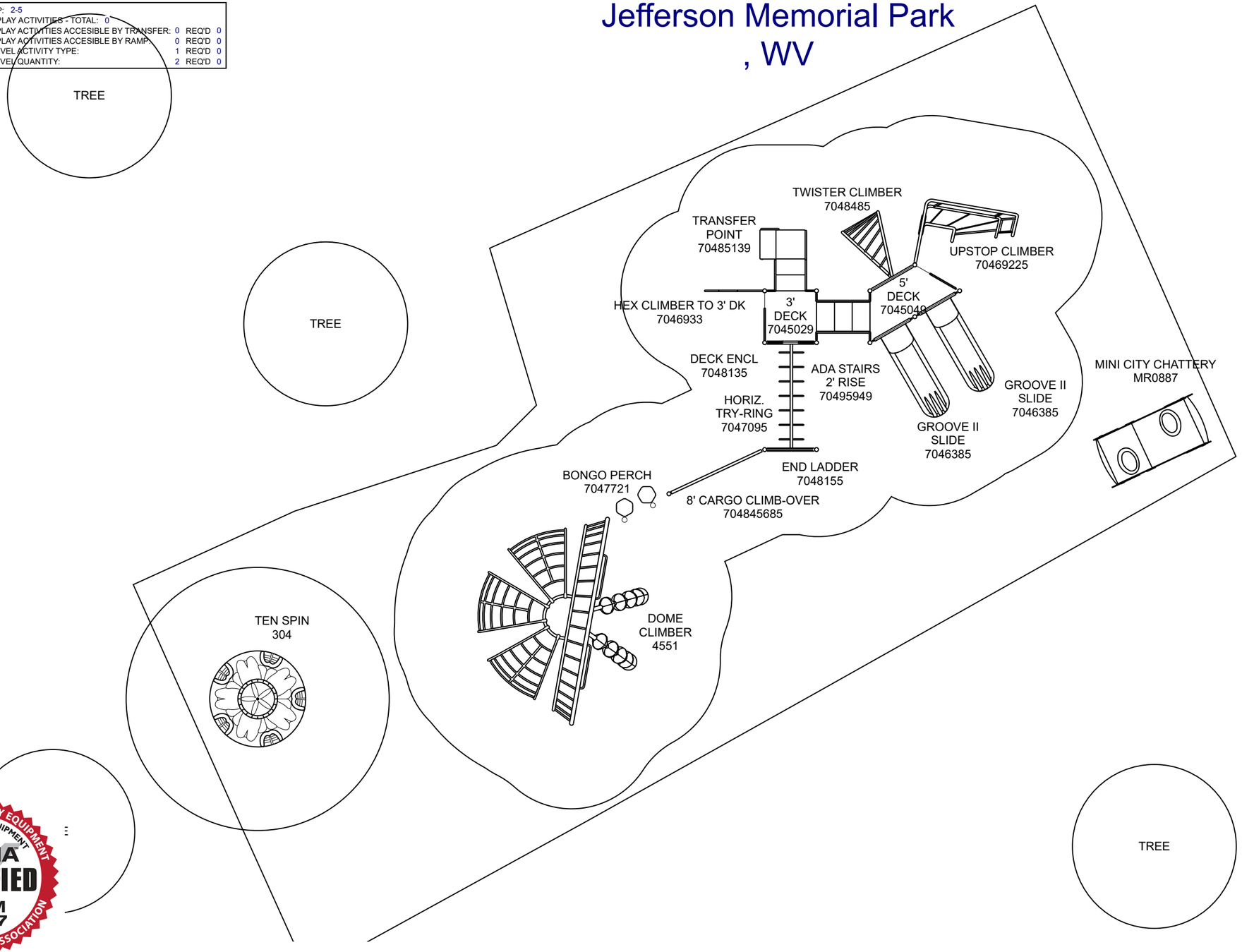
Jefferson Memorial Park
, WV

FOR KIDS AGES **2-5** YEARS

AGE GROUP:	2-5			
ELEVATED PLAY ACTIVITIES - TOTAL:	0			
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER:	0	REQ'D	0	
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP:	0	REQ'D	0	
GROUND LEVEL ACTIVITY TYPE:	1	REQ'D	0	
GROUND LEVEL QUANTITY:	2	REQ'D	0	

FOR KIDS AGES **5-12** YEARS

AGE GROUP:	5-12			
ELEVATED PLAY ACTIVITIES - TOTAL:	6			
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER:	6	REQ'D	3	
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP:	0	REQ'D	0	
GROUND LEVEL ACTIVITY TYPE:	2	REQ'D	2	
GROUND LEVEL QUANTITY:	2	REQ'D	2	



IPEMA CERTIFIED TO ASTM F1487
To verify product certification, visit www.ipema.org

Miracle

METRO RECREATION INC
4907 Camden Place North
Jefferson,MD
PHONE NO: (240) 409-2870
FAX NO:

GROUND SPACE: 75'-6" x 43'-6"
PROTECTIVE AREA: 73'-6" x 53'-6"
DRAWN BY: Michael Slifer
DATE: 5/31/2024

R0102_45448532382

- ✓ COMPLIES TO ASTM/CPSC
- ✓ COMPLIES TO ADA

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 playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem 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









Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 07/25/24
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-770: Location for Next Parks and Recreation Meeting

ATTACHMENTS:

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 07/25/24
Department: Board of Parks and Recreation
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-772: Tree Board Project Proposal: Riparian Buffer with Potomac Conservancy

ATTACHMENTS: