



ACME TOWNSHIP PARKS & TRAILS MEETING
ACME TOWNSHIP HALL
6042 Acme Road, Williamsburg MI 49690
March 15, 2019 8:30 a.m.

ROLL CALL:**Committee:**

x	Feringa	x	Heflin	x	Heffner	x	Jenema
x	Smith	x	Timmins	x	Wentzloff		
x	Kushman						
x	Winter	x	Donn				

Advisory:**Staff:**

- A. PUBLIC COMMENT:** None
- B. APPROVAL OF AGENDA:** Motion by Timmins to approve the agenda as presented with the addition to D. Correspondence 1. Letter dated 03.14.19 from Brian Kelley, seconded by Heflin. Motion carries.
- C. INQUIRY AS TO CONFLICTS OF INTEREST:** None
- D. CORRESPONDENCE:**
1. Letter dated 03.14.19 from Brian Kelley regarding video recording meetings
- E. ACTION:**
1. Approve Draft Parks & Trails Minutes 02.15.19. Motion by Timmins to approve the minutes from 02.15.19, seconded by Heffner. Motion carries.
- F. OLD BUSINESS:**
1. Trail Updates
- a. **Michigan Natural Resources Trust Fund Grant**
Winter informed there is a public hearing at a special meeting on March 19 for the approval to submit for a MDNR Natural Resources Trust Fund application for the construction of the Traverse City-Charlevoix Trail, segment from Bunker Hill Road to M-72. The request will be for the trail segment extending from Bunker Hill Road to Mount Hope Rd., Mount Hope Rd. to M-72, M-72 between Mount Hope Rd and the US-31/M-72 intersection, and from Mount Hope Rd. through Samaritas, Feast of Victory Lutheran Church, Koti development and the Grand Traverse Town Center.
- i. **Engineering Scope, Public Hearing, Application Submission**
Beckett & Raeder is engineering the project and provide an estimate of projected costs for the grant application. Costs are just over a million dollars. If supported and approved by the Board, the grant application will be submitted requesting the maximum of \$300,000. Acme Township is being asked to commit \$75,000 to the construction costs as matching funds. TART Trails has committed to fundraising the balance through private and public organizations.
- b. **Traverse City to Charlevoix Trail**
- i. **Project Update**
Winter informed they should know by fall if the grant was approved. If not given or the fundraising does not materialize the plan will be modified.
- Kushman reported the deadline for public comments from the Traverse City-Charlevoix Trail open house was that day. So far, the majority of the comments have been that they are satisfied and want the trail.

He gave an update on a project being considered for improvements on a primarily design for a youth-oriented bike trail at the head of the Vasa pathway. They would like to get feedback from a user group and schedule a meeting tentatively in April. It is county property but in Acme Township.

2. Bench Swing

Winter informed the committee needed to make decisions on the shape of the playground and select a color for the Vitriturf. On April 9 a meeting is scheduled with Carl Pietila from LSI, to look at the site and mark the space for the playgroup equipment. A contractor will be needed to install a layer of gravel and put in the footings. Tentatively April 29 & 30 are the community build days. An estimate of 15 volunteers will be needed to help complete the project. The Vitriturf needs to be put down on a dry day. Carl recommended using a blend of half black and another color for the Vitriturf. Black is less expensive than the colors. The committee decided to have a round shape adjusting for trees and the sidewalk. Depending on the cost, the first choice of color for the Vitriturf would be brown, second mix of brown and black and lastly all black.

Motion by Timmins depending on cost, first choice solid brown, second mix of brown and third all black for the Vitriturf, seconded by Jenema. Motion carries.

Heffner showed photo of the bench swing he saw at Glen Arbor Park for the park. He contacted GameTime the company who has the bench and was able to get the freight cost down. The committee pick the bench color with first choice champagne, second beige and third brown. The committee would like to have two, one will be donated, and Winter will check with the board to see if a second one can be purchased.

Motion by Timmins to go with GameTime for the swing benches with the first choice of color champagne, second beige and third brown, seconded by Smith. Motion carries.

Winter said the boulders at the park need to be moved away from the playground area. Feringa said he will put stakes in the ground where they could be moved by with a tractor.

3. Park System Signage

Winter contacted DND signs he will be having a meeting with them to go over specifications to put out to bid.

4. Art In The Park

Smith would like to form a sub-committee for feedback, projects and locations. He suggested to start simple, using small items with a presence of nature and possibly interactive. The committee agreed this is a good way to start. Smith will get back at the next meeting with a possible sub-committee.

Heffner mentioned there is over 200 native plants for the park that are being held indoors to be planted when the weather allows. Members of the garden club will help with the planting. Winter will get with them on the new site plan and clarify planting areas, and what they will be doing and what the township will do. Jenema suggested to place tall plants on the edge of the shoreline to discourage geese from coming up on the lawn.

5. Bayside Park Dedication Ceremony

Winter reported the tent and sound system has been reserved for the open ceremony on Saturday May 18. He will put a budget together for refreshments and cookies. Heflin suggested to send out an email inviting the conservatory contacts, donators, and those who were involved with working on the park to the ceremony. Heffner suggested to have on view the park's future plans requesting donations for additional playground equipment.

G. NEW BUSINESS: None

H. PUBLIC COMMENT: None

ADJOURN: Motion by Timmins to adjourn. Meeting adjourned at 9:58 am

To: Shawn Winter
From: Brian Kelley
Date: March 14, 2019

Subject: Suggested addition to Capital Improvement Plan (CIP)

Hello Shawn,

In the Draft Feb 15 Parks minutes, you asked for possible additions to the CIP.

As an addition to the CIP, I am requesting that the township begin video recording meetings and making them available on the Web and TV; in the same manner as Metro Fire, East Bay twp, Garfield twp, Elmwood twp, GT County, and Traverse City.

Their meetings are all made available on the Web and on TV by the same non-profit service, UpNorth Media Center & LIAA. They were very helpful when I spoke with them a few years ago. It should be fairly straightforward to follow the practices of our peer municipalities. I believe the Web and TV hosting is only \$50/year.

The remodel of the township hall presents a great opportunity to add mounts for cameras and microphones, along with any necessary cables.

Thank you,

Brian

<http://www.upnorthmedia.org/>

The UpNorth Media Center is the home of community media in northwest Lower Michigan. We connect our community to people around the globe through the region's only public—and government—access television stations and online video streaming source. We teach people how to use video and other digital media to celebrate local culture, share community information, and provide educational content for the world to see. We also provide access to professional and prosumer video and audio equipment.

The UpNorth Media Center is hosted and operated by the Land Information Access Association (LIAA), a nonprofit community service organization. LIAA has extensive experience in working with citizens, local governments and other nonprofits all across Michigan, helping to expand civic engagement and build better communities through participation, education, information and the effective use of technology.

LIAA's Board of Directors oversees all of LIAA's programs, operations and finances. The Board of Directors is responsible for evaluating and adopting all policies of the organization which are carried out by the Executive Director and LIAA's staff members.



**ACME TOWNSHIP PARKS & TRAILS MEETING
ACME TOWNSHIP HALL
6042 Acme Road, Williamsburg MI 49690
March 15, 2019 8:30 a.m.**

ROLL CALL:

Committee:

	Feringa		Heflin		Heffner		Jenema
	Smith		Timmins		Wentzloff		
	Kushman						
	Winter		Donn				

Advisory:

Staff:

A. PUBLIC COMMENT:

B. APPROVAL OF AGENDA:

C. INQUIRY AS TO CONFLICTS OF INTEREST:

D. CORRESPONDENCE:

E. ACTION:

1. Approve Draft Parks & Trails Minutes 03.15.19

F. OLD BUSINESS:

1. Trail Updates
 - a. Michigan Natural Resources Trust Fund Grant
 - i. Engineering Scope, Public Hearing, Application Submission
 - b. Traverse City to Charlevoix Trail
 - i. Project Update
2. Bench Swing
3. Park System Signage
4. Art In The Park
5. Bayside Park Dedication Ceremony

G. NEW BUSINESS:

H. PUBLIC COMMENT

ADJOURN:



**ACME TOWNSHIP PARKS & TRAILS MEETING
ACME TOWNSHIP HALL
6042 Acme Road, Williamsburg MI 49690
February 15, 2019 8:30 a.m.**

ROLL CALL:

Committee:	x	Feringa	excused	Heflin	x	Heffner	x	Jenema
	x	Smith	x	Timmins	x	Wentzloff		
Advisory:	x	Kushman						
Staff:	x	Winter	x	Donn				

- A. **PUBLIC COMMENT:** None
- B. **APPROVAL OF AGENDA:** Motion by Feringa to approve the agenda as presented, seconded by Smith. Motion carries.
- C. **INQUIRY AS TO CONFLICTS OF INTEREST:** None
- D. **CORRESPONDENCE:** None
- E. **ACTION:**
 - 1. **Approve Draft Parks & Trails Minutes 12.21.18. Motion by Heffner to approve the minutes from 12.21.18, seconded by Feringa. Motion carries.**
- F. **OLD BUSINESS:**
 - 1. **Trail Updates**
 - a. **TVC 2 CHX** – Winter informed there is a Traverse City - Charlevoix Trail Open House at the Williamsburg Event Center on Wednesday, February 27, from 5:30-7:30 pm.

Kushman stated at the January 22 meeting with adjacent land owners they discussed proposed routes between Acme and Elk Rapids. Around 600 invites were mailed to land owners to notify them of the meeting. They held a morning and evening meeting with an estimate of 60 people combined attended. The purpose was to give the land owners an update. In June an engineering assessment of proposed routes between Elk Rapids to Acme was done and an outreach to land owners was held. The public open house was in Elk Rapids with the local agencies group and Shareholders, compiling feedback to determine the the best placement of the route. The engineering assessment was completed by taking an inventory of the wetlands, growers, and several other points. Kushman distributed maps showing the various routes with a breakdown of opportunities, constraints, and summary of public input. Based on the overall summary benefits, the West side of US-31 looks like the best route with access to several natural areas, commercial properties and the right of way is consistently wider. At the February 27 meeting all the up to date feedback and engineering assessment will be presented indicating the West side of U.S 31 looks to be the beneficial route. Steps to take after the public open house will be to go back to the Stakeholders Advisory group and road commission with any concerns. The goal is by spring or early summer to move forward on a preliminary route and costs. They are also looking for the Traverse City-Charlevoix trail to move from preliminary engineer design to final. The selection process for a firm to handle the project will be based on qualifications. With a project this size they want to select the best firm to handle it. Nine different firms have sent their information and an evaluation analysis will be done to narrow down the choices to three or four. An interview will be held with each and once a firm has been selected, negotiations of costs will be discussed.

b. Acme Connector Trail

- i. Engineering Update** – Winter informed the township board approved to have Beckett & Raeder handle the connector trail. He had the first meeting with them to start the process, but due to the weather they have not been able to walk the proposed trail. Winter will be meeting with them today to walk it and then have them do a draw up of the project. He said there will be a meeting to go over the first Phase to include the Planning Commission, Township Board and Parks & Trails committee.
- ii. Funding Opportunities Discussion** – Winter stated they have the grants to start but need a plan to move forward on construction. He met with Julie from TC- Charlevoix Trail and she suggested to apply for DNR Trust Fund Grant that needs the application sent in by April 1. She knows of a grant writer who is willing to put together the application and will be paid for by the Traverse City-Charlevoix Trail with no cost to the township. The intent is to start the Acme connector trail in the spring.

2. Playground Equipment

a. Selection and Approval

Jenema informed the playground equipment has been finalized and the board approved to move forward. Aukerman is getting estimates for the prep work to do the surface area.

b. Community Build Day

Jenema said at this time there is no date set for the community built to set up the equipment. She should have a better idea by the March meeting. They are planning on having it completed sometime in April, or the first part of May in time for the park's open house on May 18.

3. Park System Signage

Jenema said any capital improvements for the parks needs to be given to her to suggest adding to the Capital Improvement Plan. As it is updated these things including future signs need to be presented to the board to possibly add. The committee discussed the type of signs for Bayside Park, regarding their shape, wording and adding the Acme logo.

4. Art In The Park

Winter said based on the community support in the survey, the consensus was to have art in the park. Decisions need to be made on what type of art and how to implement the project. Smith will do some research on what other communities have done to bring to the next meeting.

Heffner went to Glen Arbor Park to look at the swings as an option for the adopted swing for the park. He showed a photo with pricing on the one he saw. He questioned the freight costs which were high and is waiting for them to get back with him.

5. Bayside Park Dedication Ceremony

Winter informed it was decided due to the amount of work involved and lack of funds to not have a maker's fair, or food vendors at the Bayside Park open house. There will be a rental tent and portable sound system for announcements. It was discussed to have something simple like cookies and coffee and if possible, having it donated.

G. NEW BUSINESS:

1. CIP Recommendations

Winter asked for suggestions of improvements to consider being added to the CIP. They can be large or small projects and do not necessarily have to be for the parks. He had a resident suggest having a dog park in the township. The committee discussed possible areas and the maintenance that may be involve. Jenema said she will make copies of the CIP to bring to the next month's

meeting to discuss for any modifications.

H. PUBLIC COMMENT

Tom Hurshman, 4625 Rainbow Court, wanted to know how the township lets people know of events like the community-built day.

Jenema let him know information is placed on the township website and a newsletter is included when the tax bills are sent. At this time, they do not have an email list system set up.

ADJOURN: Motion by Jenema to adjourn, seconded by Timmins. Motion carries, meeting adjourned at 10:10 am



MEMORANDUM

Planning and Zoning

6042 Acme Road | Williamsburg, MI | 49690

Phone: (231) 938-1350 Fax: (231) 938-1510 Web: www.acmetownship.org

To: Acme Township Board of Trustees
From: Shawn Winter, Planning & Zoning Administrator
CC: Chris Kushman, TART Trails
Date: March 13, 2019
Re: 2019 Application to the Michigan Natural Resources Trust Fund –
Traverse City to Charlevoix Trail: Bunker Hill Road to M-72 Segment

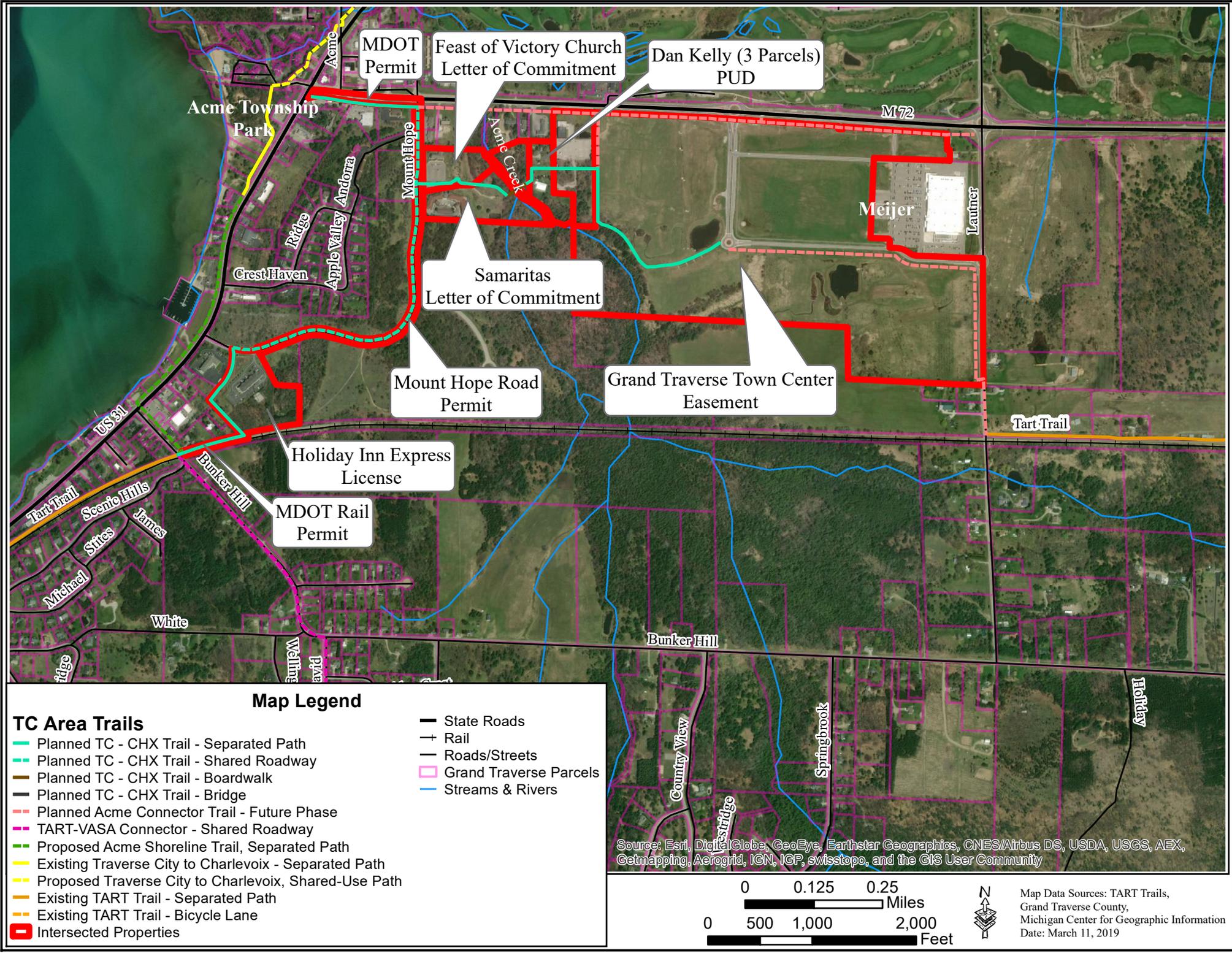
The special meeting on March 19, 2019 will include a public hearing to consider approving the submission of a MDNR Natural Resources Trust Fund grant application for the construction of the Traverse City to Charlevoix Trail: Bunker Hill Road to M-72 Segment. Specifically, the request will be for the trail segments extending from Bunker Hill Rd to Mount Hope Rd, Mount Hope Rd to M-72 (shared road facility), M-72 between Mount Hope Rd and the US-31/M-72 intersection, and from Mount Hope Rd through Samaritas, Feast of Victory Lutheran Church, Koti development, and the Grand Traverse Town Center. A map has been included for reference.

The entire scope of the project is currently being engineered by Beckett & Raeder, who as able to provide an estimate of the project costs for the grant application. This estimate covered the material and construction costs of the trail, including the bridge, box culvert and boardwalks necessary for the environmentally sensitive areas; trail amenities such as accessible benches and trash/recycling bins; and a 10% engineering estimate for the whole project. The total estimated project costs submitted was \$1,126,356. It's worth noting their estimate was created using very conservative numbers that trend on the higher side of component costs.

Chris Kushman, Planning & Management Director at TART Trails, and I went over the estimate and adjusted where we felt appropriate based on historical pricing data from similar projects implemented in the area. From there, the estimated \$65,000 in engineering costs was subtracted from the total, still leaving an additional value for contingency purposes, and the estimated \$26,000 construction and grant administration fee was included. This resulted in a revised estimate of \$1,014,070. I want to emphasize this new estimate was derived by Kushman and I using Beckett & Raeder's calculations and our own experiences and is only an estimate. True project costs will be known once bids are received, but I am confident in the values given the methodology that was used. A breakdown of the revised estimate is provided on the following page.

If supported and approved by the Board, the grant application will be submitted requesting the maximum of \$300,000. Acme Township is being asked to commit \$75,000 to the construction costs as matching funds. TART Trails has committed to fundraising the balance through private and public organizations. A draft memorandum of understanding has been attached that defines the roles of Acme Township and TART Trails.

Trail Segment	Cost
Bunker Hill Rd to Mount Hope Rd	\$ 177,771
<i>10' wide accessible paved trail</i>	\$ 156,249
<i>wayfinding and interpretive signs</i>	\$ 1,150
<i>accessible benches</i>	\$ 1,854
<i>trash and recycling receptacles</i>	\$ 1,783
<i>MDNR MNRTF program sign</i>	\$ 575
<i>10% engineering</i>	\$ 16,161
Mount Hope Rd to Samaritas	\$ 5,060
<i>shared road markings and signs</i>	\$ 4,600
<i>10% engineering</i>	\$ 460
Mount Hope Rd to Koti Development	\$ 291,260
<i>10' wide accessible paved trail</i>	\$ 121,030
<i>14' wide boardwalk</i>	\$ 41,423
<i>14' wide bridge</i>	\$ 98,052
<i>wayfinding and interpretive signs</i>	\$ 1,150
<i>accessible benches</i>	\$ 1,488
<i>trash and recycling receptacles</i>	\$ 1,639
<i>10% engineering</i>	\$ 26,478
Koti Development	\$ 137,686
<i>10' wide accessible paved trail</i>	\$ 82,596
<i>14' wide boardwalk</i>	\$ 41,423
<i>wayfinding and interpretive signs</i>	\$ 1,150
<i>10% engineering</i>	\$ 12,517
Grand Traverse Town Center	\$ 315,482
<i>10' wide accessible paved trail</i>	\$ 195,645
<i>14' wide boardwalk</i>	\$ 45,644
<i>14' wide box culvert</i>	\$ 37,536
<i>wayfinding and interpretive signs</i>	\$ 1,725
<i>accessible benches</i>	\$ 2,975
<i>trash and recycling receptacles</i>	\$ 3,278
<i>10% engineering</i>	\$ 28,680
Samaritas to M-72	\$ 1,265
<i>shared road markings and signs</i>	\$ 1,150
<i>10% engineering</i>	\$ 115
Mount Hope Rd to US-31/M-72 Intersection	\$ 124,045
<i>10' wide accessible paved trail</i>	\$ 112,193
<i>wayfinding and interpretive signs</i>	\$ 575
<i>10% engineering</i>	\$ 11,277
Materials & Construction Subtotal	\$ 956,881
10% Engineering Subtotal	\$ 95,688
Current Engineering Scope	\$ (65,000)
Construction & Grant Administration	\$ 26,500
PROJECT TOTAL	\$ 1,014,070
MDNR Trust Fund Grant	\$ (300,000)
Acme Township	\$ (75,000)
TART Trails	\$ (639,000)



MDOT Permit

Feast of Victory Church
Letter of Commitment

Dan Kelly (3 Parcels)
PUD

Samaritas
Letter of Commitment

Mount Hope Road
Permit

Grand Traverse Town Center
Easement

Holiday Inn Express
License

MDOT Rail
Permit

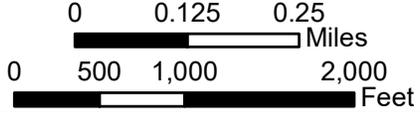
Map Legend

TC Area Trails

- Planned TC - CHX Trail - Separated Path
- - - Planned TC - CHX Trail - Shared Roadway
- Planned TC - CHX Trail - Boardwalk
- Planned TC - CHX Trail - Bridge
- - - Planned Acme Connector Trail - Future Phase
- - - TART-VASA Connector - Shared Roadway
- - - Proposed Acme Shoreline Trail, Separated Path
- Existing Traverse City to Charlevoix - Separated Path
- - - Proposed Traverse City to Charlevoix, Shared-Use Path
- Existing TART Trail - Separated Path
- - - Existing TART Trail - Bicycle Lane
- ▭ Intersected Properties

- State Roads
- + + Rail
- Roads/Streets
- ▭ Grand Traverse Parcels
- Streams & Rivers

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Map Data Sources: TART Trails,
Grand Traverse County,
Michigan Center for Geographic Information
Date: March 11, 2019

Shawn Winter

From: JEAN AUKERMAN <jkaukerman@sbcglobal.net>
Sent: Thursday, March 14, 2019 12:20 PM
To: Shawn Winter
Subject: FYI for Shawn: Bayside Park Playground Installation - Excavation, gravel, concrete; Overall process; Decisions to make
Attachments: Bayside UA playground access from sidewalk.jpg; Vitriturf Colors from Carl 011119.jpg

FYI only -- as background info. The "update," as discussed with you today on the phone, will be to you shortly.

Thank you for all you do.

Jean

----- Forwarded Message -----

From: JEAN AUKERMAN <jkaukerman@sbcglobal.net>
To: Jay Zollinger <jzollinger@acmetownship.org>; Amy Jenema <assessoramy@gmail.com>
Cc: Carl <carl@penchura.com>
Sent: Sunday, January 13, 2019, 5:24:06 PM EST
Subject: Bayside Park Playground Installation - Excavation, gravel, concrete; Overall process; Decisions to make

Hello Jay and Amy,

Per Jay's Wednesday, January 9, request -- I called Carl Pietila, LSI, and obtained how much gravel and concrete will be needed for installation of the Eclipse Net Climber so that an estimate can be provided. Since there are different types of QUIKRETE, I've emailed Carl to identify which type so that we have the right product for the cost estimate.

Meanwhile, for planning purposes, I sought additional information from Carl which should be useful in moving forward. **Special thanks to Carl for his excellent responsiveness and seasoned guidance!**

Short Answer Today re gravel and concrete

- 35 yards of 21AA gravel
- 2 palettes (96 bags) 80-pound concrete
- Keep in mind that the Build Team can do excavation, gravel install, and footings -- or Elmers etc can be hired (see info below)

Additional information to help us plan

A. Installation Target Date

- > Equipment can be delivered to site two weeks before installation date.
- > Target: Install equipment by May 15 (before Bayside Park grand opening date).
- > Target: Install safety surface after Bayside Park grand opening date but, ideally, before school is out in early June.

B. Starting the Process

1. Carl comes to Acme Bayside Park in late April; no snow on ground. Conducts pre-build meeting.
2. Objective will be to lay out site; gain agreement; then paint out/mark area.
3. Specific shape of playground needs to be finalized. Carl said it will fit to the south side of the new sidewalk.
4. Carl has estimated area at 38' x 38' to enable a larger access from the sidewalk (see attached sketch).

C. Deciding Who Will Execute Prep Work

1. The space will need to be excavated approximately 6 - 10 inches deep to ensure it's level.
2. A gravel layer is then installed with a tractor, compactor, skid steer etc.
3. Holes are then drilled 42" from top of surface, and concrete footings installed.

4. If water table poses a problem, adjustments can be made at that time.
5. Carl will be on site during Community Build day as part of the \$2000 Build estimate. He will direct/oversee volunteers.
6. Excavation plus gravel and concrete can be installed by Build team on installation day as part of the \$2000 Build estimate.
7. If Community Build team does the work, they must have on-site access to tractor, compactor, skid steer etc.
8. Alternatively, Elmers or local landscaping company can be hired to do work in advance; they will have needed equipment.

D. Process for Installing Eclipse Net Climber

1. Arches will be built/assembled on lawn then installed into footings. Black net will be attached.
2. Gravel prep will be finished up. Any touch-ups to paint on arches will be completed. Carl is bringing touch-up paints.

E. Process for Installing Vitriturf -- the safety surface

1. This is *not* installed on the same day as the play equipment.
2. It takes one day to lay base coat; then two days for top coat.
3. Surface generally cures in 6 - 8 hours but must cure all the way through; best to not allow anyone on surface for 48 hours.
4. Site will be secured with construction tape until surface is cured and ready for use.

F. Decisions for Parks & Trails Committee to Make

1. Confirming shape of playground -- round, oval, semi-circle etc.
2. Selecting dates for Pre-build Meeting; Equipment Delivery Date; Equipment Installation Date; Safety Surface installation date.
3. Selecting Community Build team leader; this person will also identify/recruit volunteers and ensure coverage on installation day.
 - > Build team should have 15 volunteers (plus Carl) if the team does excavation and installs gravel and footings.
 - > If Elmers or other firm executes excavation, gravel, footings -- then Community Build team needs only 8 volunteers (plus Carl).
4. Color for Vitriturf. Our estimate was for 50% Black blended with 50% other color ("color" costs more).
 - > Carl recommends clients use one other color to mix with Black for speckled, confetti look; 100% "color" not worth added cost.
 - > Brown and beige are options; several other options exist (see attached Vitriturf colors).

Thank you for your patience with length and content of this email. I'll provide Jay with specifics on concrete, per Carl, then step back.

Sincerely,

Jean



QUOTATION 1812070102CS

TO: Shawn Winter
Acme Township
6042 Acme Road
Williamsburg, MI 49690
Phone: 231.938.1350

DATE: 12/7/18
SUBJECT: Wabash Valley Swing Bench – Opt. 1
QUOTE FIRM: 30 Days
DELIVERY TIME ARO: 4-5 weeks
Email: swinter@acmetownship.org

PRICES QUOTED: USD F.O. B: JOBSITE

TERMS: NET 30 DAYS WITH APPROVED CREDIT AND WITH PURCHASE ORDER.

**NO ORDERS WILL BE PLACED WITHOUT A SIGNED QUOTATION AND/OR PURCHASE ORDER.
ORDERS OVER \$5,000 WILL REQUIRE A SIGNED PURCHASE ORDER BEFORE THEY WILL BE PLACED.**

QUANTITY	ITEM #	DESCRIPTION	TOTAL PRICE
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Wabash Valley – 6’ Bench with Round Post

1	SP305R	Specialty Series Swing Bench Seat Only Rib Design	\$ 893.00
1	SP310N	Round Post Package In-ground	\$ 334.00
		Equipment Sub-Total	\$ 1,227.00
		Discount	\$ -90.00
		Freight	\$ 250.00
		Delivered Cost – Net 30 days	\$ 1,387.00

Wabash Valley – 6’ Bench with Square Post

1	SP305R	Specialty Series Swing Bench Seat Only Rib Design	\$ 893.00
1	SP320N	6’ Square Post Package In-Ground	\$ 816.00
		Equipment Sub-Total	\$ 1,709.00
		Discount	\$ -135.00
		Freight	\$ 340.00
		Delivered Cost – Net 30 days	\$ 1,914.00

Wabash Valley – 4’ Bench with Round Post

1	SP300R	Specialty Series Swing Bench Seat Only Rib Design	\$ 753.00
1	SP310N	Round post Package – In-ground	\$ 334.00
		Equipment Sub-Total	\$ 1,087.00
		Discount	\$ -85.00
		Freight	\$ 225.00
		Delivered Cost – Net 30 days	\$ 1,227.00

Wabash Valley – 4’ Bench with Square Post

1	SP300R	Specialty Series Swing Bench Seat Only Rib Design	\$ 753.00
1	SP315R	Square Post Package In-ground	\$ 765.00
		Equipment Sub-Total	\$ 1,518.00
		Discount	\$ -120.00
		Freight	\$ 300.00
		Delivered Cost – Net 30 days	\$ 1,698.00

Thank you for the opportunity to provide this quotation.

Signed: Connie Stensrud for Bill Rhodes - brhodes@miraclemidwest.com

Miracle Midwest (800) 722-8546 ext. 2810

PLEASE NOTE THE FOLLOWING:

- ✓ **Sales tax on this quote is only an estimate. Final sales tax will be added to your invoice if a current state sales tax exemption certificate is not on file in our office.**
- ✓ **A Miracle Credit Application may be required and must be completed and returned before your order is placed. If credit is not issued, Cash in Advance is required with order.**
- ✓ **ORDERS OVER \$10,000.00 MAY REQUIRE 50% DEPOSIT BEFORE ORDER IS RELEASED.**
- ✓ **See top of quote for terms.**
- ✓ This quote is to supply the equipment listed above only. Any other contractual requirements/needs are the responsibility of the contractor.
- ✓ PLEASE provide 4-5 sturdy adults or appropriate unloading equipment to unload your equipment
- ✓ Due to fluctuating fuel and steel prices, quotes are valid for only 30 days. After 30 days, cost is only an estimate and actual charges may differ.
- ✓ Price was quoted site unseen, it assumes the site is reasonably flat
- ✓ PLEASE DO NOT INSTALL Safety Surfacing or Edging until AFTER your play equipment has been installed
- ✓ Please add Sales Tax, if appropriate, or fax an **updated** copy of your Tax-Exempt Certificate with Order
- ✓ THIS QUOTE **DOES NOT** INCLUDE:
 - ✓ Equipment, Services, Materials not specifically noted above
 - ✓ Unloading/Storage/Security of equipment
 - ✓ Assembly/Installation of equipment
 - ✓ Site excavation/preparation
 - ✓ Removal of soils/excess excavated materials from site
 - ✓ Safety surface materials/Installation of safety surface materials
 - ✓ Drainage materials/Installation of drainage materials
 - ✓ Accessible route to new play area
 - ✓ Timber/edging/containment border
 - ✓ Supply of new topsoil, seeding, landscaping or site restoration
 - ✓ Demolition, removal/disposal of existing equipment or debris
 - ✓ Any permits, if required
 - ✓ Repair of any utilities/irrigation system not marked by Miss Dig or owner
 - ✓ Testing of soil conditions
 - ✓ Prevailing Wage or union/labor wages
 - ✓ Bid/Performance/Labor/Material Bonds

NOTE: YOUR PLAYGROUND IS NOT ADA COMPLIANT UNLESS YOU HAVE ADA COMPLIANT SAFETY SURFACING. SAFETY SURFACING IS REQUIRED UNDER AND AROUND ALL PLAYGROUND EQUIPMENT.

INSTALLATION PRICES ASSUME NORMAL SOIL CONDITIONS AND DO NOT INCLUDE ROCK EXCAVATION, TREE TRUNK EXCAVATION, ASPHALT OR CONCRETE REMOVAL. IF ANY SUCH MATERIAL IS DISCOVERED AT A PROJECT SITE, A REMOVAL FEE WILL BE ADDED TO THE PROJECT COST.

I hereby authorize Miracle Midwest to ship the equipment listed above for which I agree to pay the total amount specified. I will be responsible for receiving all merchandise from the truck. I agree with the Payment terms listed above. Non-taxable customers will provide proper tax exemption certificate.

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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.

To confirm this order, please sign, complete all information below and fax to us at 517-349-1911 OR email to info@miraclemidwest.com

Signature _____

Date _____

P.O. to Miracle Recreation Equipment Co.
878 Hwy 60, Monett, MO 65708
(Required for orders over \$5,000)

Print this address on your PO, send quote/P.O. to fax number/email listed above.

PLEASE PROVIDE (NECESSARY FOR ORDER TO BE PLACED):

SHIP TO ADDRESS:

INVOICE TO ADDRESS:

END USER ADDRESS:

DELIVERY

INVOICING

END USER

CONTACT: _____

CONTACT: _____

CONTACT: _____

PHONE #: _____

PHONE #: _____

PHONE #: _____

E-MAIL: _____

E-MAIL: _____

E-MAIL: _____

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By: _____

Date: _____

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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 CUSTOMER'S 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 MIRACLE'S INSTALLATION AND OWNER'S 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.

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Please return all pages of this quote upon ordering.

Thank You!





QUOTATION 1812070102CS

TO: Shawn Winter
Acme Township
6042 Acme Road
Williamsburg, MI 49690
Phone: 231.938.1350

DATE: 12/7/18
SUBJECT: Wabash Valley Swing Bench – Opt 2
QUOTE FIRM: 30 Days
DELIVERY TIME ARO: 4-5 weeks
Email: swinter@acmetownship.org

PRICES QUOTED: USD F.O. B: JOBSITE

TERMS: NET 30 DAYS **WITH APPROVED CREDIT AND WITH PURCHASE ORDER.**

NO ORDERS WILL BE PLACED WITHOUT A SIGNED QUOTATION AND/OR PURCHASE ORDER.

ORDERS OVER \$5,000 WILL REQUIRE A SIGNED PURCHASE ORDER BEFORE THEY WILL BE PLACED.

QUANTITY	ITEM #	DESCRIPTION	TOTAL PRICE
<u>Wabash Valley – 6' Bench with Round Post</u>			
2	SP305R	Specialty Series Swing Bench Seat Only Rib Design	\$ 1,786.00
2	SP310N	Round Post Package In-ground	\$ 668.00
		Equipment Sub-Total	\$ 2,454.00
		Discount	\$ -195.00
		Freight	\$ 400.00
		Delivered Cost – Net 30 days	\$ 2,659.00
<u>Wabash Valley – 6' Bench with Square Post</u>			
2	SP305R	Specialty Series Swing Bench Seat Only Rib Design	\$ 1,786.00
2	SP320N	6' Square Post Package In-Ground	\$ 1,632.00
		Equipment Sub-Total	\$ 3,418.00
		Discount	\$ -270.00
		Freight	\$ 525.00
		Delivered Cost – Net 30 days	\$ 3,673.00
<u>Wabash Valley – 4' Bench with Round Post</u>			
2	SP300R	Specialty Series Swing Bench Seat Only Rib Design	\$ 1,506.00
2	SP310N	Round post Package – In-ground	\$ 668.00
		Equipment Sub-Total	\$ 2,174.00
		Discount	\$ -220.00
		Freight	\$ 350.00
		Delivered Cost – Net 30 days	\$ 2,304.00
<u>Wabash Valley – 4' Bench with Square Post</u>			
2	SP300R	Specialty Series Swing Bench Seat Only Rib Design	\$ 1,506.00
2	SP315R	Square Post Package In-ground	\$ 1,530.00
		Equipment Sub-Total	\$ 3,036.00
		Discount	\$ -240.00
		Freight	\$ 475.00
		Delivered Cost – Net 30 days	\$ 3,271.00

Thank you for the opportunity to provide this quotation.

Signed: Connie Stensrud for Bill Rhodes - brhodes@miraclemidwest.com

Miracle Midwest (800) 722-8546 ext. 2810

PLEASE NOTE THE FOLLOWING:

- ✓ Sales tax on this quote is only an estimate. Final sales tax will be added to your invoice if a current state sales tax exemption certificate is not on file in our office.
- ✓ A Miracle Credit Application may be required and must be completed and returned before your order is placed. If credit is not issued, Cash in Advance is required with order.
- ✓ **ORDERS OVER \$10,000.00 MAY REQUIRE 50% DEPOSIT BEFORE ORDER IS RELEASED.**
- ✓ See top of quote for terms.
- ✓ This quote is to supply the equipment listed above only. Any other contractual requirements/needs are the responsibility of the contractor.
- ✓ PLEASE provide 4-5 sturdy adults or appropriate unloading equipment to unload your equipment
- ✓ Due to fluctuating fuel and steel prices, quotes are valid for only 30 days. After 30 days, cost is only an estimate and actual charges may differ.
- ✓ Price was quoted site unseen, it assumes the site is reasonably flat
- ✓ PLEASE DO NOT INSTALL Safety Surfacing or Edging until AFTER your play equipment has been installed
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 - ✓ Any permits, if required
 - ✓ Repair of any utilities/irrigation system not marked by Miss Dig or owner
 - ✓ Testing of soil conditions

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517-349-1911 OR email to info@miraclemidwest.com

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Date _____

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(Required for orders over \$5,000)

Print this address on your PO, send quote/P.O. to fax number/email listed above.

PLEASE PROVIDE (NECESSARY FOR ORDER TO BE PLACED):

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INVOICE TO ADDRESS:

END USER ADDRESS:

DELIVERY

INVOICING

END USER

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By: _____ **Date:** _____

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Thank You!



model no:

SP300D, SP300P, SP300R,
SP300S, SP305D, SP305P,
SP305R, SP305S,
SP310N, SP315N, SP320N
SPECIALTY SERIES



WABASH VALLEY

4' & 6' SWINGS
EXPANDED METAL, RIB, PERFORATED & SLAT

© Wabash Valley Manufacturing, Inc.

customer service:

ASSEMBLERS: If you find any parts missing or damaged, or if you're having difficulty assembling your furniture/equipment, call us at:

* Before calling, have your product model number available.

1-800-253-8619 (Inside U.S.A.)
260-352-2102 (Outside U.S.A.)
Monday thru Friday,
8:00 AM - 4:30 PM Eastern Time
(EXCEPT HOLIDAYS)

Any correspondence concerning our product should be sent directly to our Customer Service Manager at:

Wabash Valley Manufacturing, Inc.
505 E. Main Street
P.O.Box 5
Silver Lake, IN 46982 U.S.A.
FAX: 260-352-2160

maintenance:

Regular inspection and maintenance of all parts, and fasteners is necessary. Tighten all bolts and nuts. Inspect Tops, Seats, Legs, Braces and Fasteners periodically for wear or vandalism. Replace broken or worn parts immediately or take equipment out of service until repairs are made. Use genuine Wabash Valley replacement parts.

To restore plastisol coating to its luster after prolonged use, wash/rinse/dry and use Armor-All ® or similar quality vinyl protectant.

KEEP THIS ASSEMBLY/SPECIFICATION SHEET FOR FUTURE REFERENCE.

specifications:

NOTE: We reserve the right to change specifications without notice.

Heat fused poly-vinyl coating, finished on inner-metal structure, to an approximate 3/16" thickness. Framework assemblies are finished with powder coating; electrostatically applied and oven cured according to powder manufacturer's specifications. Fasteners are stainless steel to resist corrosion.

SWING BENCH FRAME:

Frames are cast aluminum with a web thickness of 5/16" and a frame width of 1 1/2".

SWING SEAT:

Expanded seat is fabricated from 3/4" #9 steel mesh. Rib uses 10 gage and perforated uses 12 gage sheet steel. Both types of fabricated metals and sheet metal are machine rolled, forming the seat's contour shape. The slat bench uses 3/16" x 2 1/2" flat bar steel. The seat's frame/mounting brackets are 10 gage sheet metal. Support braces, adding support to the bench's contour shape, are 1/4" x 1 1/4" flat bar steel.

SWING MOUNT FRAME:

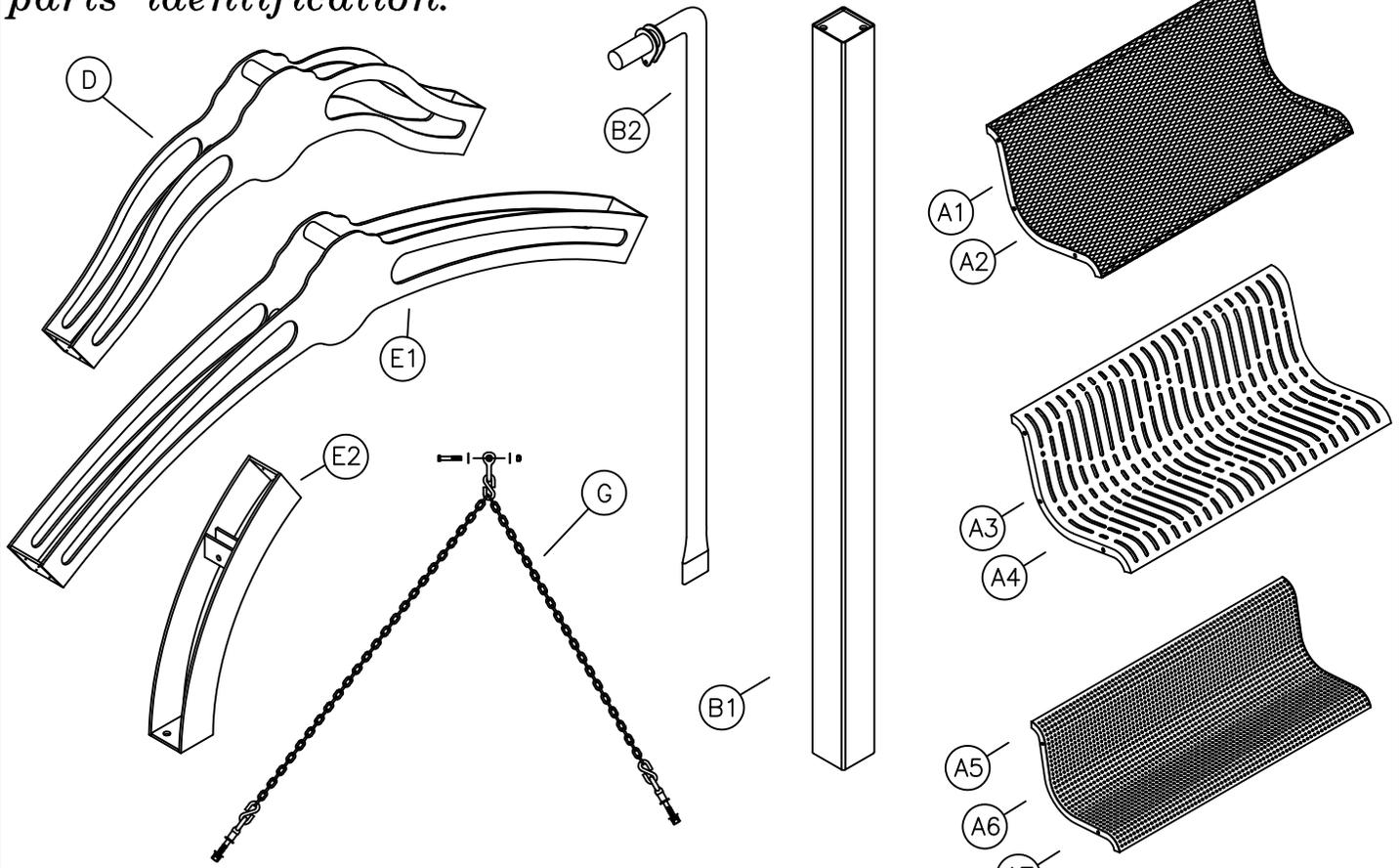
Round post is 2 7/8" od x 9 gage tubing. Square post is 4 x 4 x 11 gage tubing with an arch fabricated from 1/4" sheet metal. Support chain is 3/16" carbon steel.

GENERAL:

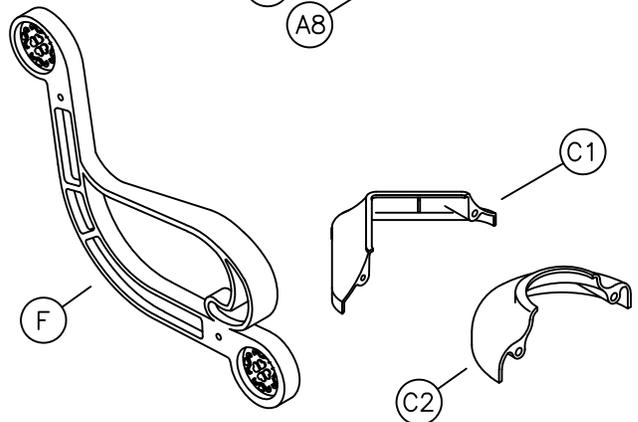
4' estate swing, round post ground space requirements are 80 5/8" long x 24" deep x 77" high, plus space for swinging. 4' estate swing, square post, ground space requirements are 76 1/8" long x 24" deep x 95 1/4" high, plus space for swinging.

6' estate swing, round post, ground space requirements are 104 5/8" long x 24" deep x 77" high, plus space for swinging. 6' estate swing, square post, ground space requirements are 100 1/8" long x 24" deep x 95 1/4" high, plus space for swinging.

parts identification:



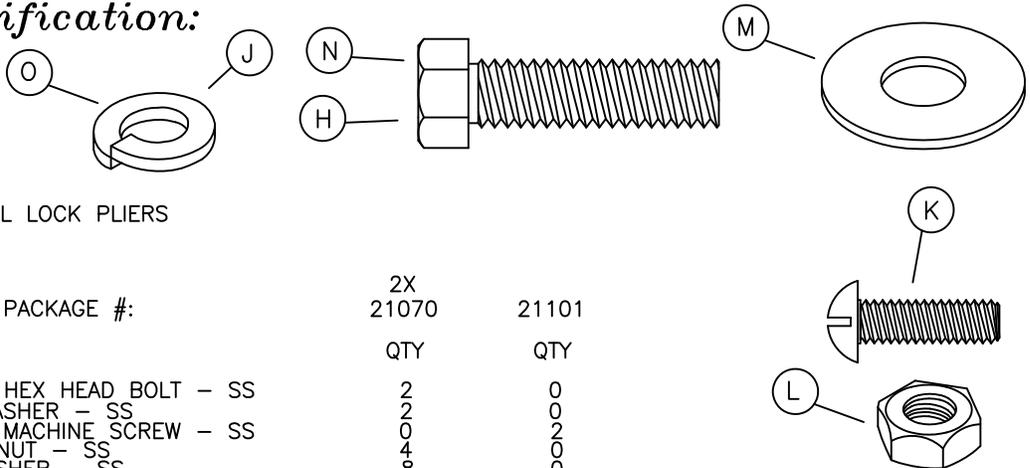
ITEM	PART#	DESCRIPTION	QTY
A1	7930	4' EXPANDED METAL CONTEMPORARY SWING	1
A2	7862	6' EXPANDED METAL CONTEMPORARY SWING	1
A3	7947	4' RIB CONTEMPORARY SWING	1
A4	7948	6' RIB CONTEMPORARY SWING	1
A5	8015	4' PERFORATED CONTEMPORARY SWING	1
A6	8016	6' PERFORATED CONTEMPORARY SWING	1
A7	8153	4' SLAT CONTEMPORARY SWING	1
A8	8154	6' SLAT CONTEMPORARY SWING	1
B1	7230	INGROUND SQUARE LEGS	2
B2	7232	INGROUND ROUND LEG	2
C1	7151	SQUARE MOUNTING PLATE COVER	2
C2	7120	ROUND MOUNTING PLATE COVER	2
D	7231	4' UPPER ARCH ASSEMBLY	1
E1	7229	6' UPPER ARCH ASSEMBLY	1
E2	7229A	LOWER ARCH ASSEMBLY	2
F	7208	ESTATE SWING LEG	2
G	7149	CHAIN ASSEMBLY	2



hardware identification:

ASSEMBLY TOOLS REQUIRED

- 1 - 15/16" WRENCH
- 1 - 3/4" WRENCH
- 2 - 9/16" WRENCH
- 1 - LARGE PAIR OF CHANNEL LOCK PLIERS
- 1 - 3' OR 6' LEVEL
- 1 - FLAT SCREW DRIVER



ITEMS INCLUDED IN HARDWARE PACKAGE #:

ITEM	PART#	DESCRIPTION	QTY	
			2X 21070	21101
H	17068	5/8-11 x 2" HEX HEAD BOLT - SS	2	0
J	17069	5/8" LOCK WASHER - SS	2	0
K	17052	1/4-20 x 1" MACHINE SCREW - SS	0	2
L	17019	3/8-16 HEX NUT - SS	4	0
M	17028	3/8" FLAT WASHER - SS	8	0
N	17013	3/8-16 x 1 1/4" HEX HEAD BOLT - SS	6	0
O	17200	3/8" LOCK WASHER - SS	4	0

assembly procedures:

IMPORTANT: Assemblers should be reasonably skilled in the assembly of commercial grade/heavy duty fabricated steel equipment.

To ensure proper assembly, it is suggested that you take adequate time to locate and identify each part. To prevent scratching of the finished pieces, we recommend this unit to be assembled on a clean, flat, solid, surface with a drop cloth, allowing plenty of working room. Also please read the instructions and study the sketches very carefully. A little extra time spent before assembly will be well worth it in performing a complete, proper assembly. Please note that all parts have been pre-cut and pre-drilled.

During the assembly process leave all bolts and nuts "finger tight", until the entire unit is completely assembled. This allows room for movement to level or adjust all seats, tops, benches, framework and braces if necessary. After final adjustment and leveling, permanently tighten all nuts, bolts and fasteners.

77

STEP 1 – ROUND LEGS

Secure legs (B2) together, per dimensions on page 4, to form one assembly, hardware not provided. Place the round leg assembly in the unit's chosen location. Stand the leg assembly so each end of the inground leg is touching the ground. Mark a 12" diameter hole around each end of the legs. Remove the leg assembly and prepare two foundation holes as shown on page 4.

Block the leg assembly similar to what is shown in FIG. 1. Before pouring concrete, make sure the round leg assembly holds 77" to the top of the leg assembly and is level horizontally as well as vertically. Pour concrete and let cure for 48 hours.

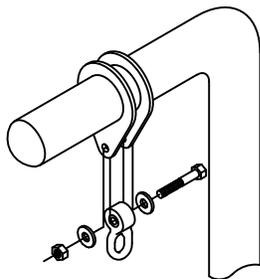
STEP 1 – SQUARE LEGS

Secure two lower arch (E2) to upper arch (D) or (E1) using four (N), eight (M), four (O) and four (L) for each lower assembly. Then secure legs (B1) to complete arch assembly using four (H) and four (J). Place the leg assembly in the unit's chosen location. Stand the leg assembly so each end of the inground leg is touching the ground. Mark a 12" diameter hole around each end of the legs. Remove the leg assembly and prepare two foundation holes as shown on page 4.

Block the leg assembly similar to what is shown in FIG. 2.

Before pouring concrete, make sure the square leg assembly holds 95 1/4" to the top of the arch and is level vertically in both directions.

Pour concrete and let cure for 48 hours.



NOTE: Chain not shown.

FIG. 4

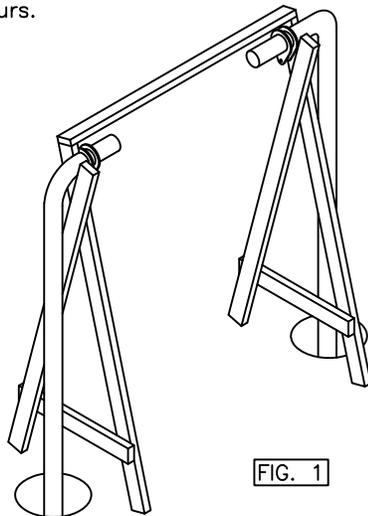


FIG. 1

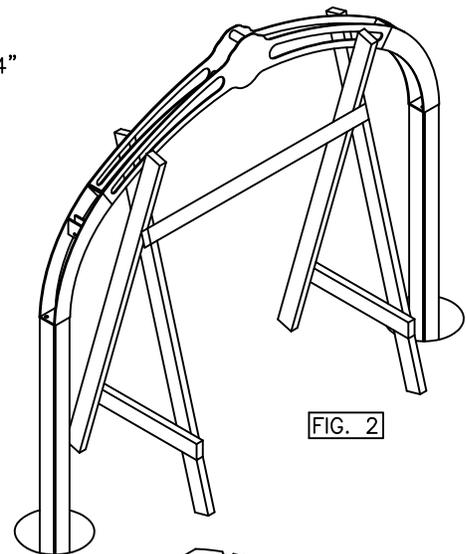


FIG. 2

STEP 2 – BENCH

Support the bench (A-) at least 4" off the ground. Align holes of the bench frame/mounting bracket to the holes in the arm (F), see Fig. 3. Insert the eyebolts through arm and bench frame and secure with flat washers and nuts provided on eyebolts. NOTE: Be sure the spacer tube is on the chain side of the leg. The eyebolt with 49 links goes to the front of the bench. After securing the chain to the bench, front and back, raise one end of the bench, bolt the swivel casting to the clevis fixture on arch (D) and (E) or round leg assembly (B2) with bolt, washers and nut provided, see FIG. 4.

NOTE: Chain not shown.

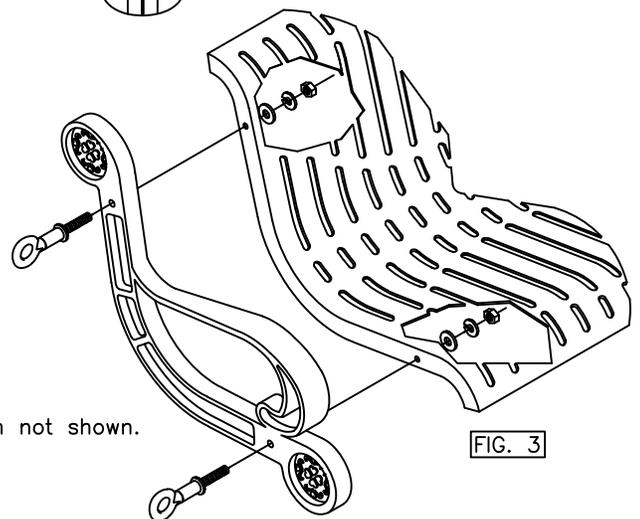


FIG. 3

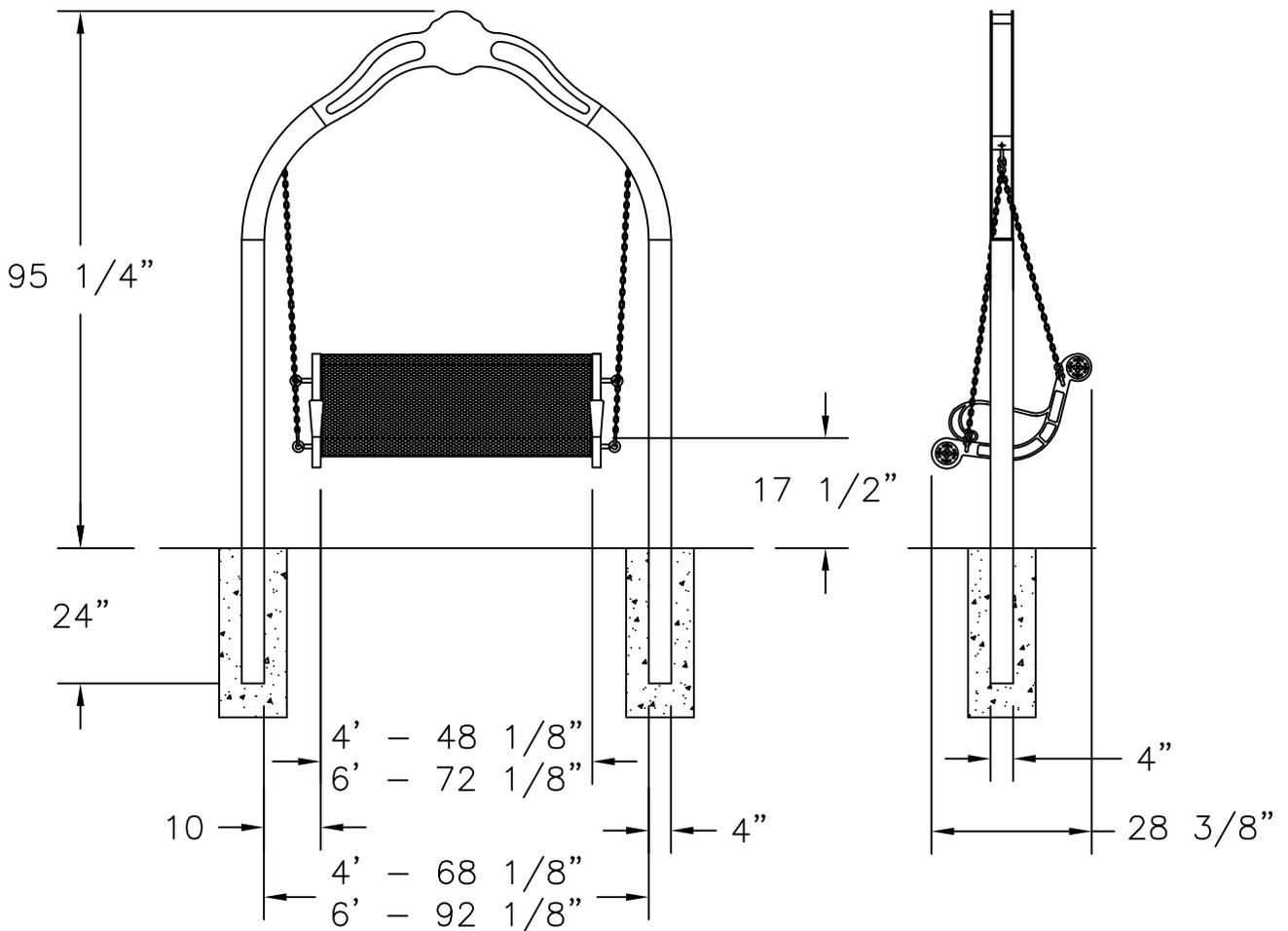
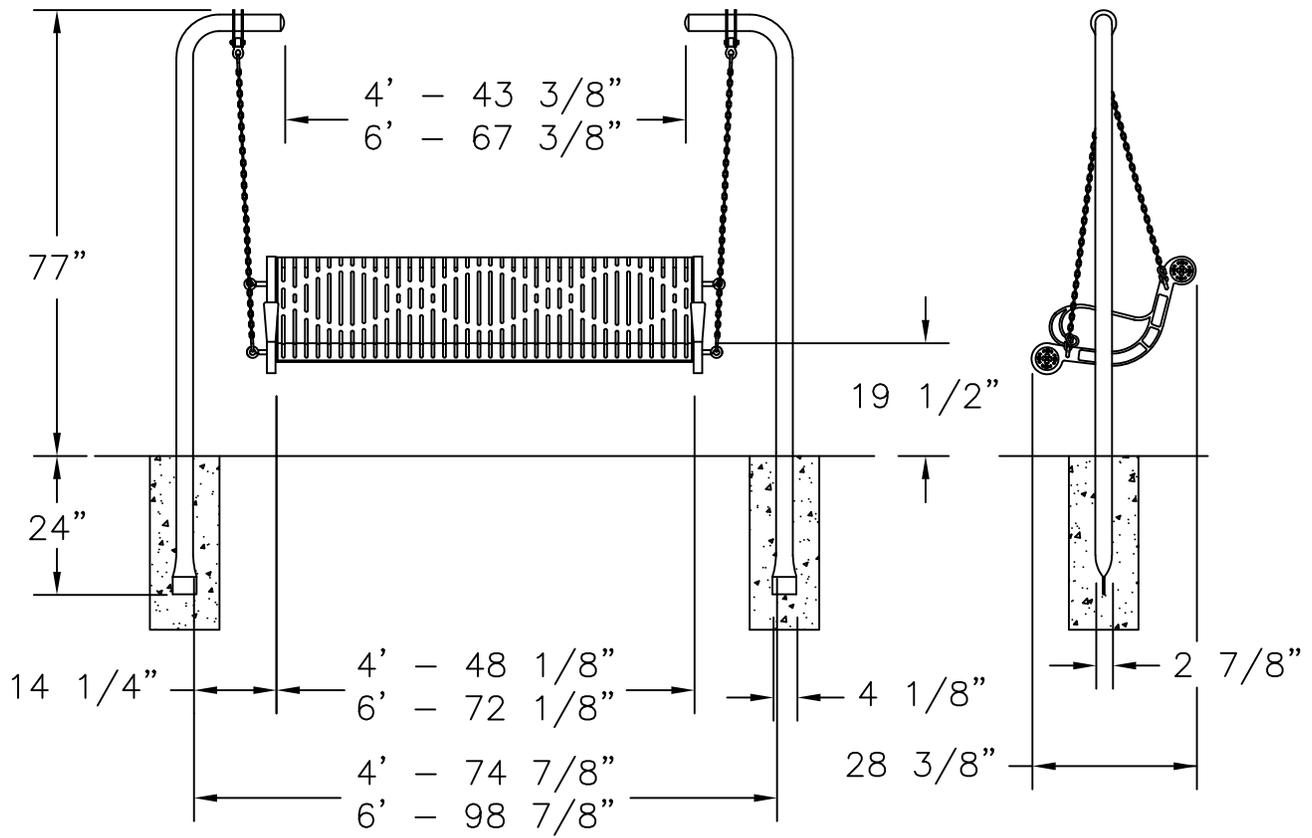
Repeat for the other end of the bench.

NOTE: EYE BOLT NEEDS TO BE IN THE VERTICAL OR IN LINE WITH THE CHAIN POSITION (SEE FIG 3).

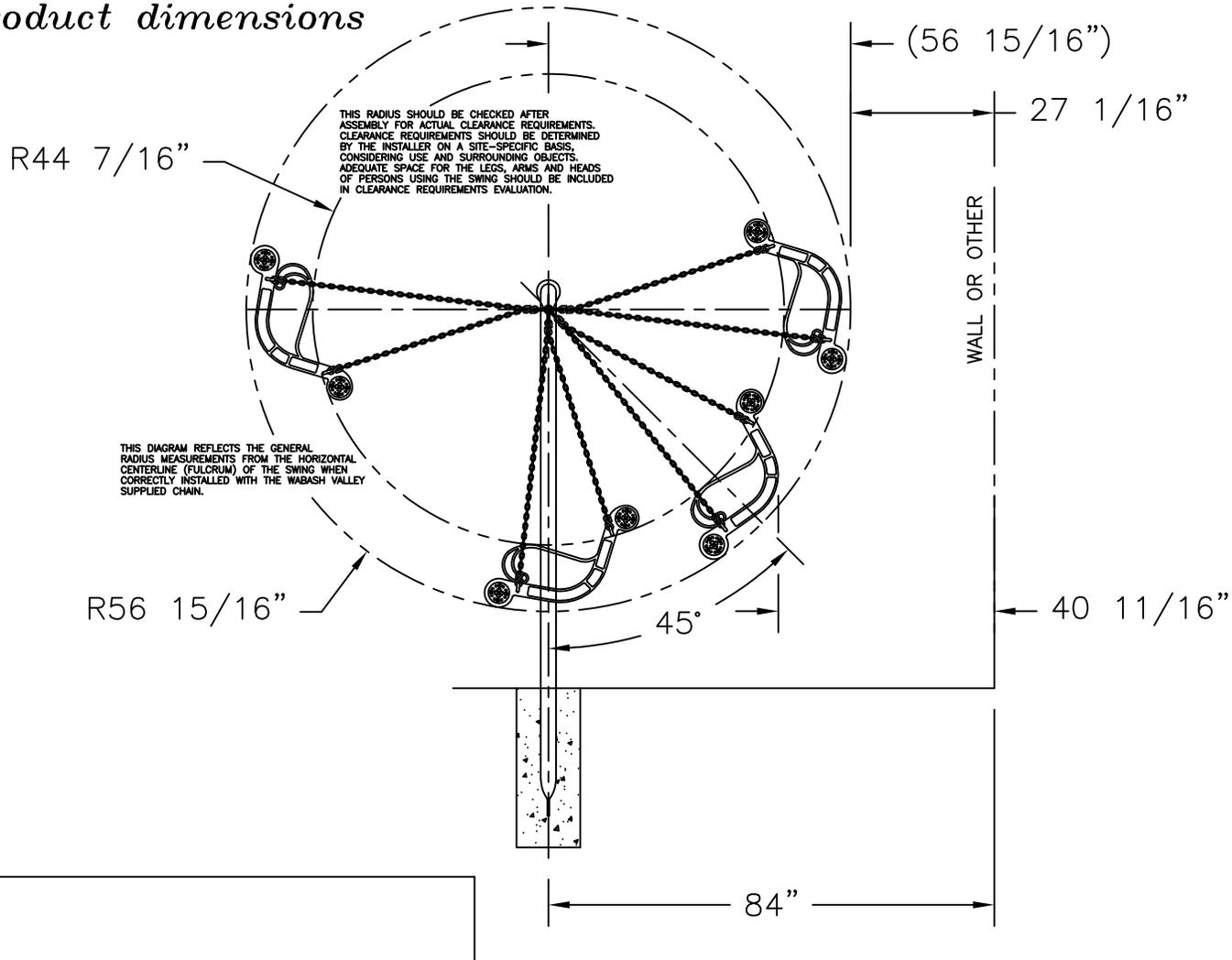
installation:

WARNING: The proper installation for Wabash Valley products may depend upon many factors unique to the site, location, or use of a particular product. Consult with your contractor or other professional to determine your specific installation requirements.

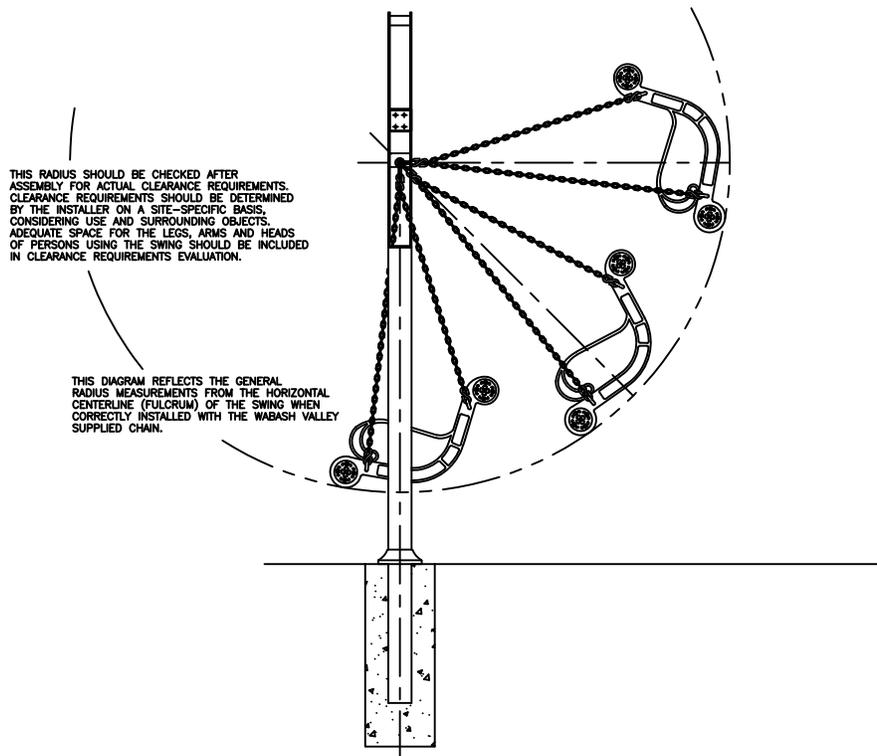
product dimensions:



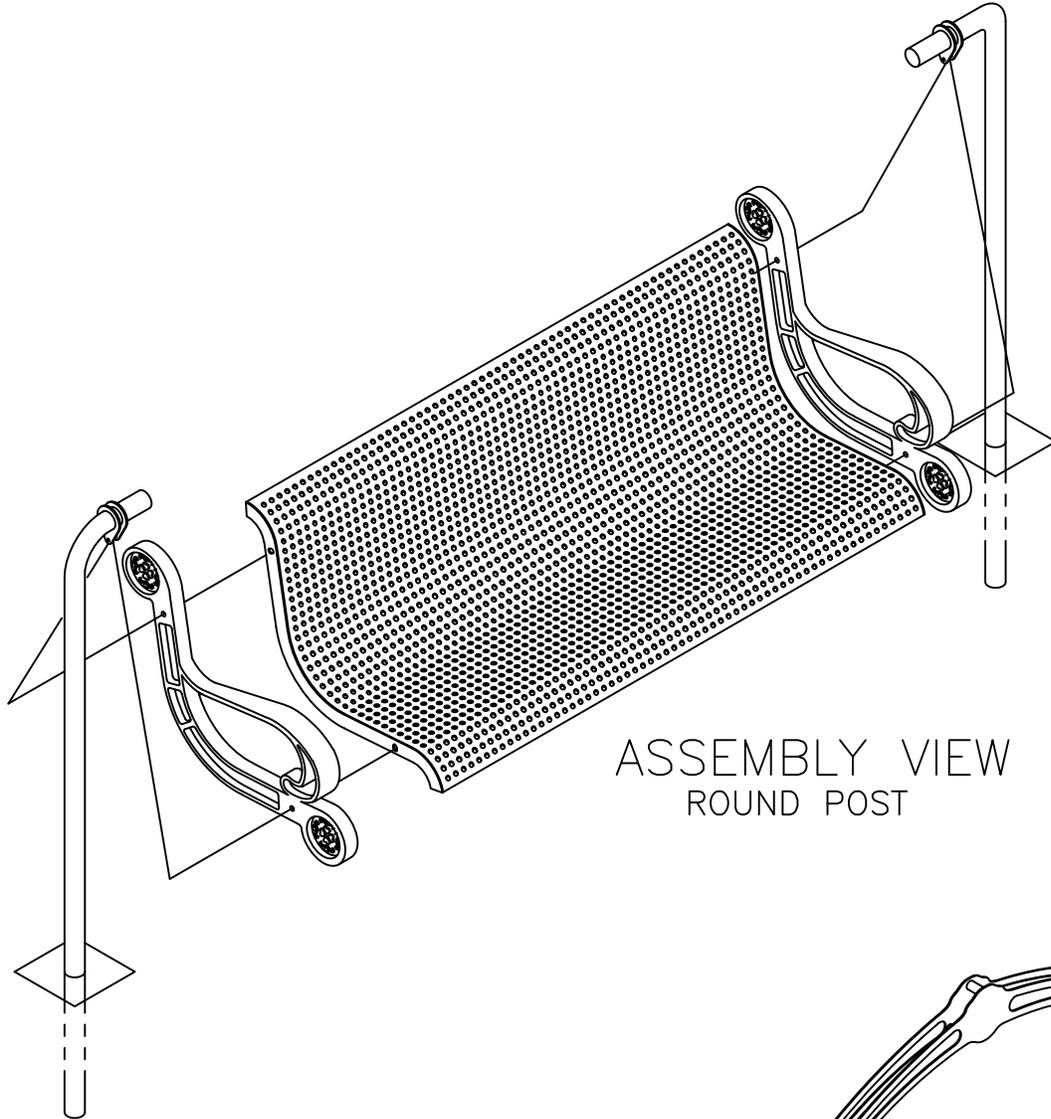
product dimensions



NOTE: DIMENSIONS SAME AS ABOVE



assembly procedures:



ASSEMBLY VIEW
ROUND POST

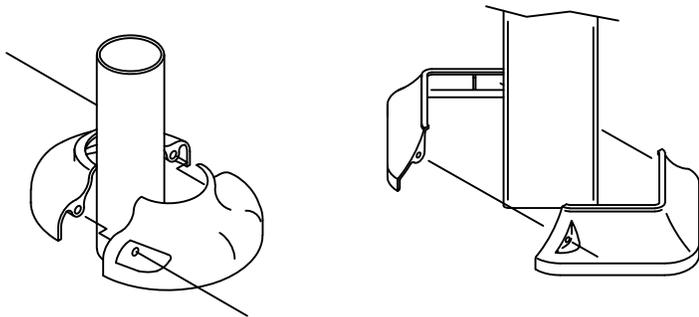
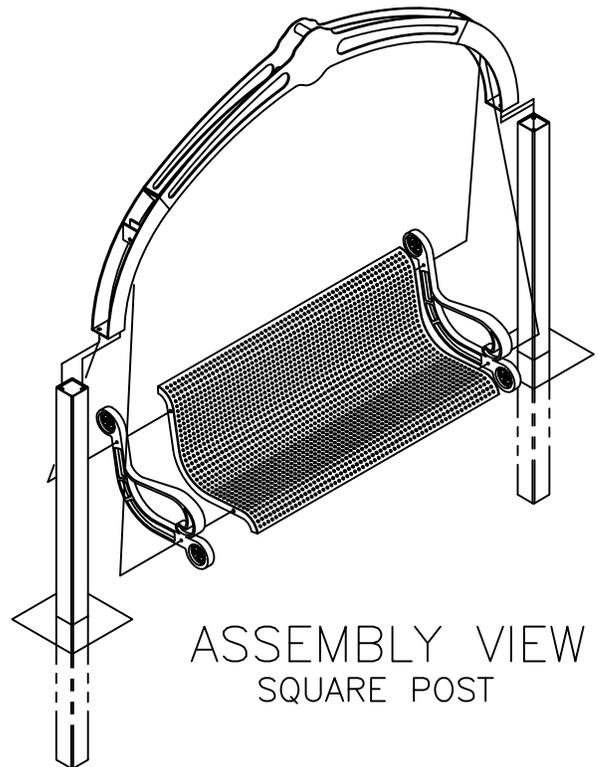


FIG. 5

If mounting plate covers (C-) are used, place halves around legs and secure with two (K) screws, see FIG. 5. Draw to a snug fit being careful not to over tighten.



ASSEMBLY VIEW
SQUARE POST

Shawn Winter

From: Jim Heffner <jhefgan@yahoo.com>
Sent: Friday, February 15, 2019 8:02 AM
To: Shawn Winter
Cc: JEAN AUKERMAN
Subject: Sway Benches

Shawn,

The following are photos of Sway Benches from GameTime that are installed at the Glen Arbor Township Park. Also, the following is a link to methods for funding playground equipment (<https://www.gametime.com/search-results?keywords=Funding&channel=news>).

Jim





Shawn Winter

From: Vanessa Gutierrez <Vanessa@sinclair-rec.com>
Sent: Friday, March 01, 2019 5:03 PM
To: Jim Heffner
Cc: Amy Jenema; Shawn Winter; Richard Sinclair
Subject: RE: Acme - sway benches.pdf
Attachments: North Bayside Park -Sway Benches Revised Quote.pdf

Importance: High

Jim, Amy, and Shawn,

Please see the attached revised quote with special freight pricing. Please let us know if you have any questions. Have a great weekend.

Regards,
Vanessa Gutierrez
Sinclair Recreation

-----Original Message-----

From: Vanessa Gutierrez
Sent: Thursday, February 28, 2019 3:38 PM
To: 'Jim Heffner' <jhefgan@yahoo.com>
Cc: Amy Jenema <AJenema@acmetownship.org>; Shawn Winter <swinter@acmetownship.org>; Richard Sinclair <rich@sinclair-rec.com>
Subject: RE: Acme - sway benches.pdf

Hello Jim,

Thank you for your follow up and for including Amy and Shawn. I am copying our northern Michigan sales rep. Rich Sinclair as I have discussed your quote request with him previously. We are happy to hear the committee liked the design/pricing of the benches.

I have discussed with Rich your concerns over the freight cost. We are going to contact GameTime to see if we are able to request special pricing on the freight. I will have to get back to you guys when I hear back from them. I have learned that due to the weight/size of these benches, 760 lbs each, they have to be shipped via a freight carrier. GameTime equipment is manufactured in Alabama.

I apologize for the delay in receiving the catalogs. I thought I had sent them earlier in the month - I will ship them out today. For the moment here is the link to view it online <https://www.gametime.com/virtual-catalog>

We will be in touch soon. Have a great day!

Regards,
Vanessa Gutierrez
Sinclair Recreation

-----Original Message-----

From: Jim Heffner <jhefgan@yahoo.com>

Sent: Wednesday, February 27, 2019 7:29 PM
To: Vanessa Gutierrez <Vanessa@sinclair-rec.com>
Cc: Amy Jenema <AJenema@acmetownship.org>; Shawn Winter <swinter@acmetownship.org>
Subject: Fw: Acme - sway benches.pdf

Vanessa,

Good Evening!

I presented your product with the photos that I took at the Glen Arbor Township Park and your quote to our Acme Township Parks & Trail Committee on Friday, 2/15/19. The Committee had a very favorable impression of the design of your sway benches. The price for the benches was comparable to others that we were considering. However, your listed freight cost was like three times higher - a "deal killer", if, we can not bring it in line with our other quotes. I am forwarding your e-mail and my response to Amy Jenema, who is our Acme Township Treasurer and Chairperson of the Parks & Trail Committee, and to Shawn Winter, who is our Acme Township "all-around go to person" even though his title is Zoning Administrator. Our North Bayside Park will have a dedication on May 15th. Our intent is to have the sway benches installed by then.

As just a committee member, I am turning this over to Amy and Shawn, who have the power of the purse.

BTW - I have not received a catalog, yet. We are, also, looking at playground equipment.

Sincerely,
Jim Heffner

-----Original Message-----

From: Vanessa Gutierrez
Sent: Friday, February 22, 2019 11:33 AM
To: Jim Heffner
Cc: Richard Sinclair
Subject: FW: Acme - sway benches.pdf

Jim, wondering if you were able to review the quote attached that Rich sent out on Feb. 12? This was in regards to the sway bench revised pricing and shipping costs. Please let us know if you have any questions.

Regards,
Vanessa Gutierrez
Sinclair Recreation

-----Original Message-----

From: Richard Sinclair <rich@sinclair-rec.com>
Sent: Tuesday, February 12, 2019 9:53 PM
Cc: Vanessa Gutierrez <Vanessa@sinclair-rec.com>
Subject: Acme - sway benches.pdf

Jim -
Please see this revised pricing to help offset the cost of shipping.

We hope that this will be acceptable to you - please let me know your thoughts.

Regards,



GameTime c/o Sinclair Recreation
PO Box 1409
Holland, MI 49422-1409
Ph: 800-444-4954
Fax: 616-392-8634

QUOTE
#73860

03/01/2019

North Bayside Park - Sway Benches

ACME TOWNSHIP HALL
 Attn: Jim Heffner
 6042 ACME RD
 WILLIAMSBURG, MI 49690-9445
 jheffgan@yahoo.com

Project #: P59340
 Ship To Zip: 49690

Quantity	Part #	Description	Unit Price	Amount
2	28028	Game Time - Sway Bench	\$1,503.00	\$3,006.00

Price includes supply and freight cost only. Does not include unloading, storage, or installation of equipment.

SubTotal: \$3,006.00
 Discount: (\$210.42)
 Estimated Freight: \$750.00
Total Amount: \$3,545.58

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O SINCLAIR RECREATION.

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales Tax will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Payment terms: By credit card, VISA or MasterCard.

Card Type: _____

Card Number: _____

Expiration Date: ____/____/____

Security Code: _____

Name on Card: _____

Billing Zip: _____

Authorized Cardholder Signature: _____

Payment terms: Payment in full, check submitted with order.

Shipment: Order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.



GameTime c/o Sinclair Recreation
PO Box 1409
Holland, MI 49422-1409
Ph: 800-444-4954
Fax: 616-392-8634

QUOTE
#73860

03/01/2019

North Bayside Park - Sway Benches

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Please make P.O.s out to GameTime C/O Sinclair Recreation

Title: _____

Date: _____

Facsimilie: _____

Phone _____

Email: _____

Purchase Amount: **\$3,545.58**

REQUIRED ORDER INFORMATION:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____
(For Accounts Payable)

Tel: _____
(To call before delivery)

Email: _____

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED.



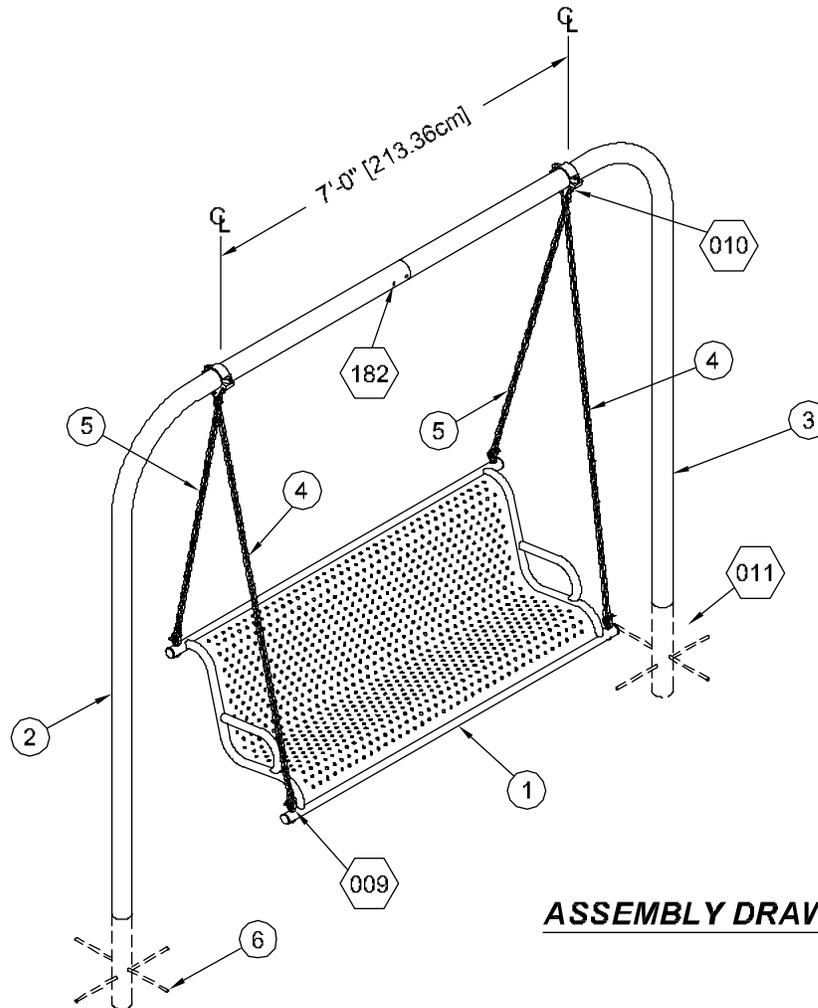
Enriching Childhood Through Play.

1-800-235-2440

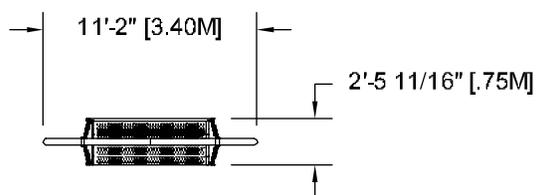
28028 SWAY BENCH

ISSUED/REVISED: 10/22/07

-  = INSTALLATION
= DETAIL
-  = PARTS LIST
= REFERENCE



ASSEMBLY DRAWING



TOP VIEW

SPECIFICATIONS

UPRIGHT: Shall be 3.5" outside diameter, 13 gauge (.095") galvanized round tubing, manufactured to ASTM A-500 Section II tolerances from cold-formed steel conforming to ASTM A-569 Sheet Spec. for Steel Coil. Minimum yield strength shall be 50,000 psi and minimum tensile strength shall be 55,000 psi. Upright shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

SWAY BENCH: Bench shall be fabricated from 12 gauge (.109" thick) punched steel with a protective P & O finish. Arm rest and side frame shall be 1-1/2" O.D., 16 gauge (.065") wall galvanized tubing. Swing support shall be 1-1/2" O.D., 11 gauge (.120") wall galvanized pipe. Bench shall be a one-piece welded assembly and shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

NOTE: All weights are based on average comparisons of each part.

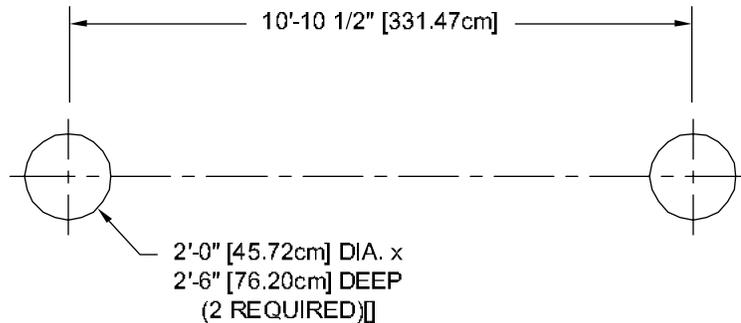
SPECIFICATIONS: GAMETIME has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.



IMPORTANT PRODUCT INFORMATION AND SAFETY WARNINGS



- ALWAYS FOLLOW INSTALLATION INSTRUCTIONS WHEN ERECTING EQUIPMENT.
- Worn surfaces around equipment should be restored. Concrete footings should never be exposed. Surface depth should comply with installation instructions.
- Equipment should be placed to eliminate conflicting traffic patterns.
- All protruding nuts and bolts should be covered; sharp edges on pipes should be capped or removed. Check for bent, broken or severely worn pipe and replace.
- Test overall stability and rigidity of all play equipment. Check for proper assembly, installation and ground anchoring.
- Check for and repair damage caused by wear or vandalism, a major factor in injury-causing situations.
- Check to be sure all fittings are tight and that the bars and pipes do not move.
- GAMETIME® PROVIDES ITS CUSTOMERS WITH COMPLETE INSTALLATION SHEETS AND INSTALLATION INSTRUCTIONS. THE INSTALLATION SHEET CONTAINS THE LISTING OF EVERY PART USED IN A PIECE OF EQUIPMENT AND SHOULD BE KEPT IN THE CUSTOMER'S FILES FOR ACCURATE REFERENCE WHEN REPLACEMENT PARTS ARE NEEDED.
- Never add components not intended for use with this product.
- Regular maintenance is necessary on this and all park and recreational equipment to ensure the safety of the user.
- Proper maintenance of GAMETIME® equipment requires regular tightening of all bolts, nuts, and set screws.



CONCRETE REQUIRED:
.35 Cubic Yards
[.29 Cubic Meters]

GROUND PLAN

NOTE: Hole depths indicated on all ground plans are measured from the Finished Surface. See Detail 011. All footing dimensions are based on level finished surface.

INSTALLATION INSTRUCTIONS

NOTE: THIS INSTALLATION BOOKLET SHOULD BE KEPT IN CUSTOMER'S FILE FOR FUTURE REFERENCE.

NOTE: Do not overtighten bolts. To overtighten may cause buckling or dimpling of some parts.

NOTE: Read installation instructions thoroughly before starting assembly. Pour concrete only after final assembly is complete. Bracing material may be required during assembly.

NOTE: Do not tighten any nuts, bolts, rods, etc. until the unit is completely assembled.

STEP 1: Dig required holes (2'-6" [76.20cm] deep x 1'-6" [30.48cm] diameter). Place a brick or equivalent at the bottom of each hole to provide a solid foundation for each upright. See Detail 011.

STEP 2: Bolt swing hangers onto uprights, insert anchor rods, and attach chain as desired. (Note: Long chain goes to front of swing).

STEP 3: Place swing uprights into holes. Connect Uprights at swage with bolts, washers, and nuts (see Detail 182). Check to make sure that the uprights are the correct distance apart, the swing hangers are level in relation to each other, and that the uprights are vertically plumb.

STEP 4: Pour concrete to within 0'-4" [10.01cm] of Finished Surface, and fill remaining with backfill. See Detail 011.

STEP 5: After concrete has set for 48 hours, hang bench on chains.

NOTE: Due to extremes in weather and soil conditions, hole sizes may have to be increased to meet local conditions.

PARTS LIST

REF NO.	DESCRIPTION	NO. REQ'D.	PART NO.
1	Sway Bench	1	160928
2	Upright	1	168987
3	Upright w/ Swage	1	169553
	Hardware Complete	1	162858
4	Chain (80" Long)	2	163136*
5	Chain (60" Long)	2	103049*
6	Anchor Rod	4	156063*
	3/8" Shackle w/ Bolt-Pin	4	125461*
	3 1/2" Swing Hanger	2	1462*
	1/2" x 4" Hex Head Bolt	2	801215*
	1/2" Flatwasher	2	817412*
	1/2" Lockwasher	2	817342*
	1/2" Hex Nut	2	804055*
	Top Clevis	2	157002**
	Bottom Clevis	2	157012**
	Swing Pendulum	2	157010**
	1/2" x 2 1/2" Hex Bolt	2	801200**
	1/2" Lockwasher	2	817342**
	1/2" Hex Nut	2	804055**
	3/8" x 2" Carriage Bolt	4	800256**
	3/8" x 1" Shoulder Bolt	2	811226**
	3/8" Lockwasher	4	817334**
	3/8" Hex Nut	4	804053**

Unless Otherwise Specified, All Units of Measure are Each

** Included in Hardware*

*** Included in 1462 Swing Hanger Package*

Warning: During Installation, Hardware And Small Parts Are Choking Hazards For Young Children. Store Unused Parts Appropriately Until Assembly Is Completed. Once Assembly Is Completed, Remove Any Unused Parts From The Play Environment And Dispose/Save Them In A Secure Location.

DETAILS -for- 28028

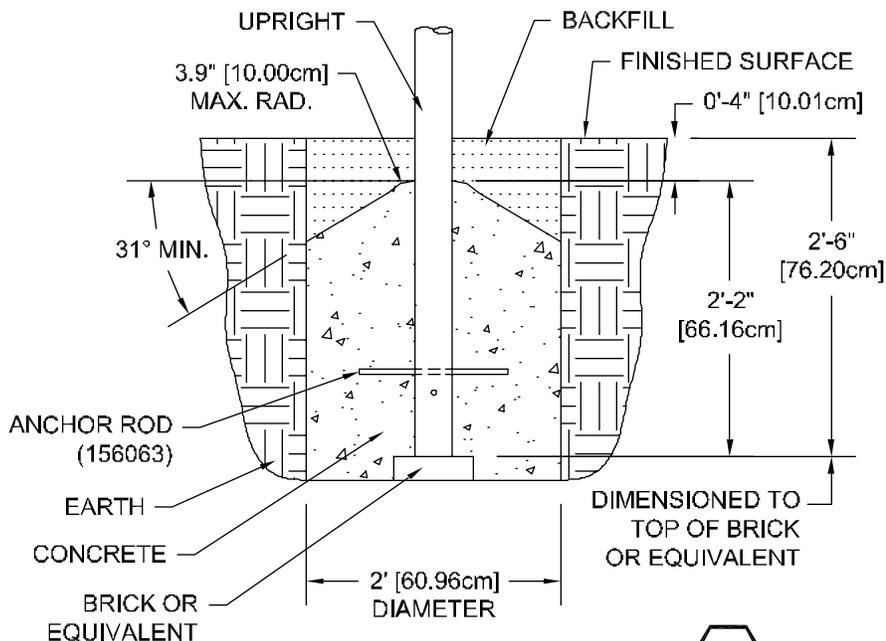
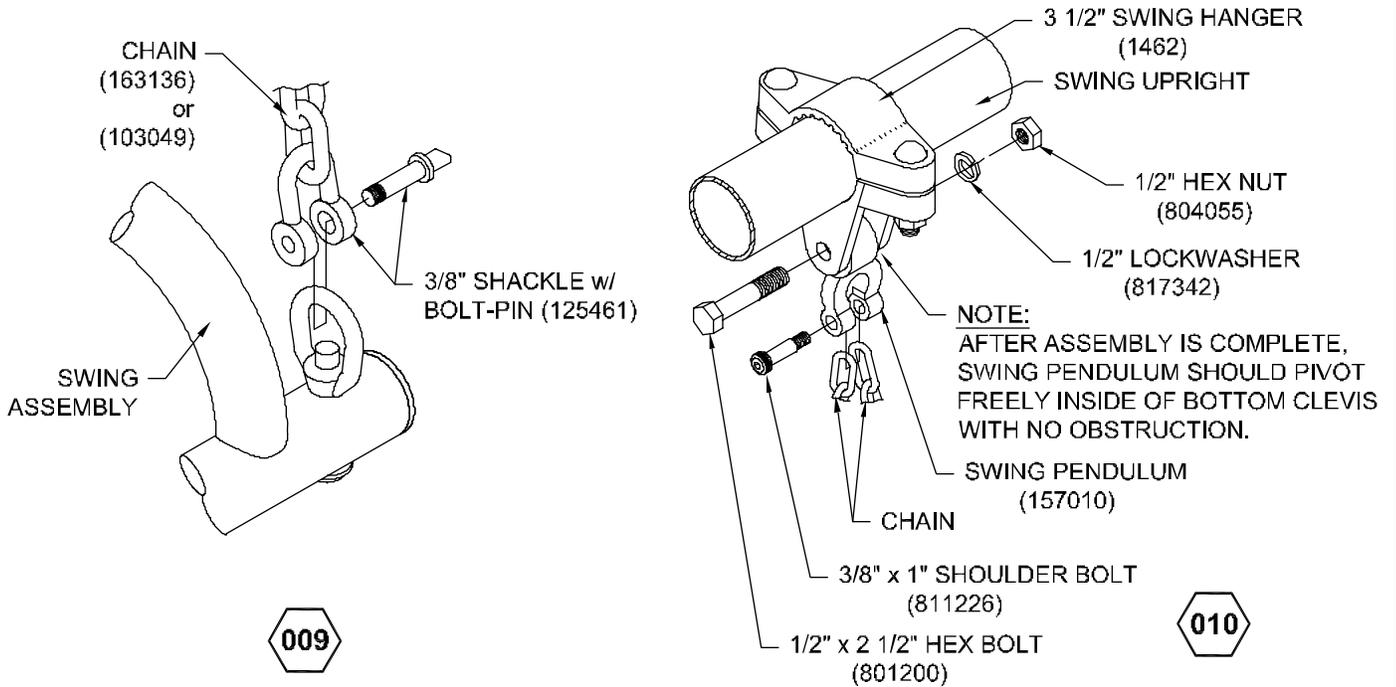
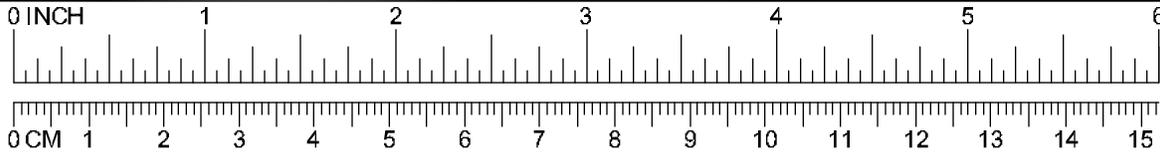
IMPORTANT

To REDUCE THE RISK OF CLOTHING ENTANGLEMENT IN COMPLIANCE WITH ASTM F1487, ANY BOLT END PROTRUDING MORE THAN TWO FULL THREADS BEYOND THE FACE OF THE NUT SHALL BE CUT-OFF FLUSH, FILED

SMOOTH AND TREATED TO PREVENT CORROSION.

NOTE: LOCTITE (SUPPLIED BY OTHERS) SHOULD BE USED ON ALL THREADED HARDWARE.

NOTE: AFTER ASSEMBLY IS COMPLETE, PEEN TEE-NUTS AND FLATWASHERS TO MATCH RADIUS OF PIPE.



NOTES:
-SLOPED FOOTING IS A REQUIREMENT OF EUROPEAN STANDARD EN1176-1
-SUGGESTED MINIMUM CONCRETE RATING: 3000 PSI

DETAILS -for- 28028

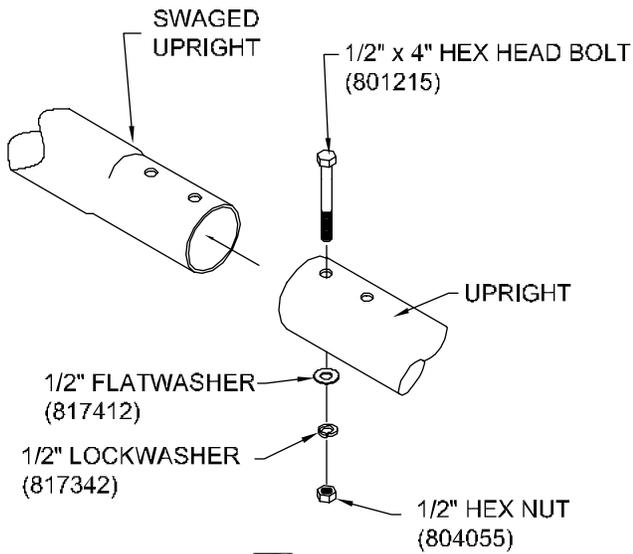
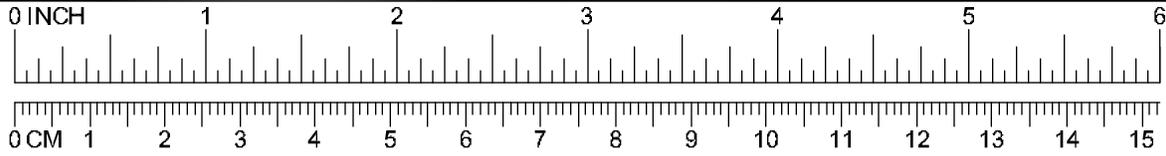
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