

WEST VIRGINIA:

At a regular meeting of the Raleigh County Commission held on the 6th day of July, 2021 in the Commission Courtroom thereof:

CALL TO ORDER

President Tolliver called the meeting to Order.

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ROLL CALL

Present: David Tolliver, President
Linda K. Epling, Commissioner
Greg Duckworth, Commissioner
Carl Roop, County Attorney
Jay Quesenberry, County Administrator
Billy Michael, Assistant County Administrator

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INVOCATION AND PLEDGE OF ALLEGIANCE

Meeting was opened with the invocation by Tim Dillon of Daniels Missionary Baptist Church, and the recitation of the Pledge of Allegiance.

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EXONERATIONS

Commissioner Epling moved to approve 0 exonerations, 0 cancellations and 0 refunds for personal property; and 2 exonerations, 8 cancellations and 0 letters of correction for real property as presented today. Motion was seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT A)

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BUDGET REVISIONS

None

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REQUEST FOR \$1.2 MILLION FROM THE AMERICAN RESCUE PLAN ACT TO BE USED ON THE PINEY VIEW/BATOFF MOUNTTAIN SEWER PROJECT

Commissioner Epling moved to approve the request for \$1.2 million from the American Rescue Plan Act to be contributed to the Piney View / Batoff Mountain Sewer Project. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT B)

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REQUEST FOR APPROVAL OF GPS MONITORING PROGRAM AGREEMENT FOR THE DAY REPORT CENTER

A motion was made by Commissioner Epling to approve the GPS Monitoring Program Agreement for the Day Report Center. Seconded by Commissioner Duckworth and motion carried. (SEE EXHIBIT C)

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REQUEST TO PURCHASE 2 NEW PLAYGROUNDS AT LAKE STEPHENS AND STOCO PARK

A motion was made by Commissioner Epling to approve the purchase of 2 new playgrounds and installation at Lake Stephens and Stoco Park in the amount of \$80,000.00. Seconded by Commissioner Duckworth and motion carried. (SEE EXHIBIT D)

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REQUEST TO AUTHORIZE THE ISSUANCE OF LEASE REVENUE BONDS FOR THE NEW SHERIFF'S OFFICE

A motion was made by Commissioner Epling to approve the issuance of Lease Revenue Bonds for the new Sheriff's Office as explained by Bond Attorney Roger Hunter. The total cost of the project is 10.5 million with this Commission contributing over 4 million dollars. The final reading, a public hearing and a pre-closing are scheduled for July 22, 2021. The motion was seconded by Commissioner Duckworth and motion carried. (SEE EXHIBIT "E")

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OLD BUSINESS

None

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PUBLIC PARTICIPATION

None

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APPROVAL OF MINUTES

A motion was made by Commissioner Epling to approve the May, 18, 2021 Regular Session minutes of this Commission. Seconded by Commissioner Duckworth and motion carried unanimously.

A motion was made by Commissioner Epling to approve the June 1, 2021 Regular Session minutes of this Commission. Seconded by Commissioner Duckworth and motion carried unanimously.

A motion was made by Commissioner Epling to approve the June 8, 2021 Special Session minutes of this Commission. Seconded by Commissioner Duckworth and motion carried unanimously.

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VACATION ORDERS

Commissioner Epling moved to approve the Vacation Orders from June 22, 2021 to July 5, 2021, inclusive. Seconded by Commissioner Duckworth and motion carried. (SEE EXHIBIT F)

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FINAL ACCOUNTINGS AND WAIVERS OF FINAL SETTLEMENT

The following Objections and Exceptions of the Fiduciary Supervisor (SEE EXHIBIT G) and the Final Accountings and Waivers of Final Settlement of the County Clerk (SEE EXHIBIT H) were read into the minutes and approved.

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BILLS, COMMUNICATIONS AND APPOINTMENTS

A motion was made by Commissioner Epling to approve the appointment of Jamel R. Corey to the Raleigh County Emergency Services Authority for the term expiring July 6, 2023. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT I)

A motion was made by Commissioner Duckworth to approve the appointment of Dave Tolliver to the Raleigh County Recreation Authority for the term expiring July 6, 2026. Seconded by Commissioner Epling and motion carried unanimously. (SEE EXHIBIT J)

A motion was made by Commissioner Epling to approve the appointment of Detlef Ulfers to the Raleigh County Property Safety Agency Board for the term expiring July 6, 2023. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT K)

A motion was made by Commissioner Epling to approve the appointment of Brian Bell to the Raleigh County Property Safety Agency Board for the term expiring July 6, 2023. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT L)

A motion was made by Commissioner Epling to approve the appointment of John Dunn to the Raleigh County Property Safety Agency Board for the term expiring July 6, 2023. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT M)

A motion was made by Commissioner Epling to approve the appointment of Barry Milam to the Raleigh County Property Safety Agency Board for the term expiring July 6, 2023. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT N)

A motion was made by Commissioner Epling to approve the appointment of Sherrie Hunter to the Raleigh County Property Safety Agency Board for the term expiring July 6, 2023. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT O)

A motion was made by Commissioner Epling to approve the appointment of Matt Stanley to the Raleigh County Memorial Airport Authority for the term expiring July 6, 2026. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT P)

A motion was made by Commissioner Epling to approve the appointment of Joseph Todd Cornett II to the Raleigh County Building Commission for the term expiring July 6, 2026. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT Q)

A motion was made by Commissioner Epling to approve the appointment of John O'Neal to the New River Parkway Authority for the term expiring July 6, 2024. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT R)

A motion was made by Commissioner Epling to approve the appointment of Jack "Gordie" Roop to the Coalfields Expressway Authority for the term expiring July 6, 2025. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT S)

A motion was made by Commissioner Epling to approve the appointment of Dr. Daniel Foley to the Beckley-Raleigh County Board of Health for the term expiring July 6, 2026. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT T)

A motion was made by Commissioner Epling to approve the appointment of Donita Marks to the Raleigh County Housing Authority for the term expiring July 6, 2022. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT U)

A motion was made by Commissioner Epling to approve the appointment of Ron Hedrick to the Raleigh County Housing Authority for the term expiring July 6, 2023. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT V)

A motion was made by Commissioner Epling to approve the appointment of Kevin Robinson to the Raleigh County Housing Authority for the term expiring July 6, 2024. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT W)

A motion was made by Commissioner Epling to approve the appointment of Greg Shupe to the Raleigh County Housing Authority for the term expiring July 6, 2025. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT X)

A motion was made by Commissioner Epling to approve the appointment of Jeff Miller to the Raleigh County Housing Authority for the term expiring July 6, 2026. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT Y)

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ADJOURNMENT

Commissioner Epling moved to adjourn this meeting until the next regular scheduled meeting of this Commission on July 20, 2021 at 10:00 a.m. Seconded by Commissioner Duckworth and motion carried.

s/s



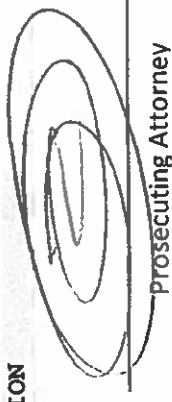
David Tolliver
President

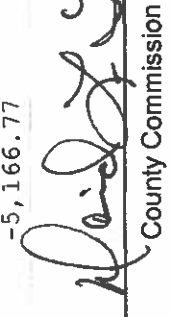
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RALEIGH COUNTY
SCOTT VANMETER, SHERIFF
 History Report

Type Year	Ticket/Suff	Tax Name1/Tax Name2	Date	First Half	Second Half	Transaction Total
PENDING EXONERATION						
R	2021	8569 SCHOMAKER MONICA T	2021/07/01	-261.11	-261.11	-522.22
R	2021	24725 BENNETT BRUCE M & JACQUELINE R	2021/07/01	-165.80	-165.80	-331.60
R	2021	27394 FARTHING ADAM L & HEATHER N	2021/07/01	-1,266.51	-1,266.51	-2,533.02
R	2021	30743 LLOYD TRACI M & ANDY ALRIDGE	2021/07/01	-77.63	-77.63	-155.26
R	2021	34395 SHLESER CORP	2021/07/01	-2,485.46	-2,485.46	-4,970.92
R	2021	35577 C/O FAIRCHILD MOTOR CO LLC	2021/07/01	-763.73	-763.73	-1,527.46
R	2021	41708 TRAYBOR NATHANIEL W & ASHLEY D	2021/07/01	-97.32	-97.32	-194.64
R	2021	43200 RURAL APPALACHIAN IMPROVEMENT LEAGUE INC	2021/07/01	-8.71	-8.71	-17.42
R	2021	65718 BOWERS THOMAS E & IONA M SAYRE THOMAS H &	2021/07/01	-2.41	-2.41	-4.82
R	2021	24913 REBECCA S RIFFE	2021/07/02	-38.09	-38.09	-76.18
Total For PENDING EXONERATION				-5,166.77	-5,166.77	-10,333.54


 Prosecuting Attorney


 County Commission


 Assessor

At a regular session of the County Commission of Raleigh County, West Virginia, held at the Courthouse of said County, the County Commission did approve these exonerations on 7/6/21



County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021

Donna Sawyers
General Manager
North Beckley Public Service District
122 Clear Water Lane
Beckley, WV 25801

Dear Ms. Sawyers,

Please be advised that during our July 6, 2021 Public County Commission meeting, the Raleigh County Commission agreed to contribute \$1.2 million of American Rescue Plan Act Grant Funds to the Piney View/Batoff Mountain Sewer Extension Project.

Please contact the Raleigh County Commission with any questions you may have.

Sincerely,

David L. Tolliver, President

Linda K. Epling, Commissioner

Gregory A. Duckworth, Commissioner

cc: Eric Combs; Region 1 Planning & Development Council



AGREEMENT FOR PROFESSIONAL SERVICES AND PRODUCTS

THIS AGREEMENT is entered into the last date signed below (hereinafter "Effective Date") by and between **Attenti US, Inc.** (hereinafter "Contractor"), a Delaware corporation with its principal place of business located at 1838 Gunn Highway, Odessa, FL, 33556 and **Raleigh County Commission** (hereinafter "Agency"), with its principal headquarters or administrative offices located at 115 W Prince Street, Suite B, Beckley, WV 25801.

The Agency desires to engage the Contractor to provide certain technical and professional services and certain products (hereinafter referred to as the "Project"); and

The Contractor wishes to provide to Agency the technical and professional services and the products constituting the Project; and

The Contractor and the Agency wish to establish a master agreement pursuant to which individual orders for products and services for the Project can be submitted by the Agency and accepted by the Contractor;

The parties agree as follows:

1. Contract Term

This Agreement shall begin on the Effective Date. The initial term of this Agreement is for one (1) year (unless terminated as provided herein) from the Effective Date ("Initial Term").

2. Contract Renewal

Following the Initial Term, this Agreement, its terms and conditions and authorized amendments shall be renewed automatically for succeeding periods of one (1) year each on each anniversary of the Effective Date, unless otherwise terminated as provided herein. Fees shall remain fixed for the first term of this Agreement. Thereafter, the Fees may be modified, upon sixty (60) written days' notice to Agency.

3. Termination

- (a) This Agreement may be terminated without cause by either party by giving written termination notice to the other party at least sixty (60) days prior to the effective date of such termination unless a shorter period is mutually agreed upon by the parties. Said notice shall be delivered by Certified Mail (return receipt requested), or in person with proof of delivery.
- (b) In the event of a breach of this Agreement by Contractor, Agency shall notify Contractor who shall in writing identifying the specific breach. Upon receipt of such notice, the Contractor shall then have sixty (60) calendar days to cure said breach. In the event of a failure to cure within such period, Agency may terminate this Agreement upon twenty-four (24) hours' notice delivered as provided in this Agreement.
- (c) In the event a breach of this Agreement occurs by Agency by reason of a non-payment, then Contractor shall notify Agency who shall then have ten (10) calendar days to cure said breach. In the event of a failure to cure, Contractor, in addition to exercising any other rights or remedies that may be available, may terminate this Agreement and any pending orders upon twenty-four (24) hours' notice. Upon any such termination, Contractor shall have the right to immediately cease monitoring services, as described in Section 5. Agency shall immediately cease use of all products provided to it pursuant to this Agreement or any addendum.

- (d) In the event a breach of this Agreement occurs by Agency for any reason other than non-payment, Contractor shall notify Agency identifying the specific breach. Upon receipt of such notice, Agency shall then have thirty (30) calendar days to cure said breach. In the event of failure to cure within such period, Contractor, in addition to exercising any other rights or remedies that may be available, may terminate this Agreement and any pending orders upon twenty-four (24) hours' notice. Upon any such termination, Contractor shall have the right to immediately cease monitoring services, as described in Section 5, and Agency shall immediately cease use of all products provided to it pursuant to this Agreement or any addendum.

4. Order Procedure

- (a) During the term of this Agreement, individual orders for the products and services described in Section 5 below may be submitted from time to time by Agency to Contractor and accepted by Contractor under the terms and conditions of this Agreement.
- (b) Each Order will be subject to the terms and conditions of this Agreement. Any additional terms and conditions included in an Order will not be applicable or effective for any purpose unless such additional terms and conditions are specifically accepted by an authorized officer of Contractor as indicated by the signature of such officer on the Order.

5. Products and Services

Contractor will provide the following services pursuant to Orders submitted by Agency and accepted by Contractor hereunder:

- (a) Contractor will maintain 24-hour, 7-day per week monitoring of individuals referred by Agency ("Offenders").
- (b) Agency will be responsible for data entry and data termination. Contractor will be responsible for all data storage and transmission of monitoring data for all cases entered into the database by Agency. Data entry consists of entering all required computer demographic, curfew, Offender rules, notification actions and configuration data on each case based upon information provided by Agency. Upon an Offender's completion of the monitoring term, Contractor will archive a termination record of all transmission data during the monitoring term for the term of this Agreement.
- (c) Contractor will initiate notification of Offender's violations to authorized and identified Agency staff via established communications infrastructure.
- (d) Offender violation and equipment status information will be documented and maintained by Contractor during the term of this Agreement. Agency will have secured access to Offender data that is specifically under the supervision of said Agency.
- (e) Contractor will provide an initial onsite eight (8) hour training for Agency staff prior to the commencement of the monitoring program. In addition to the initial training, Contractor will provide one eight (8) hour onsite training at a central location annually. Additional trainings beyond the initial training and annual training are available at the rates in Exhibit "A" Pricing Sheet.
- (f) Contractor will provide or deliver units to Agency following completion of all required training courses.



6. Compensation

Contractor shall be paid pursuant to the pricing matrix for the Attenti EM devices attached hereto as Exhibit A. Payment terms are set forth in Section 8 below. Contractor will invoice Agency for the devices purchased according to the rates in Exhibit A.

7. Title; Shipping and Damage to Products

Contractor shall pay for ground shipping of product. Agency shall pay for the cost associated with any other method of shipping, including overnight or two-day shipping of products. A shipment certificate will be signed by Contractor certifying that the products were not damaged at the time products were delivered to the company that has been retained to transport and deliver the products to Agency. Any cost associated with damage to products prior to the signing of the shipment certificate by Contractor will be borne by the Contractor. Any damages incurred to products after the signing of the shipment certificate by Contractor shall be the responsibility of the Agency.

8. Payment Terms and Taxes

Payments shall be made to Contractor at 1838 Gunn Highway, Odessa, Florida 33556, or such other location as specified by Contractor. Contractor will issue invoices to Agency for the applicable products and service charges plus any applicable sales, use or property taxes that Contractor is required to collect and/or pay on the products or services provided to Agency hereunder. Agency shall pay to Contractor the total amount of each such invoice within thirty (30) days after the date of the invoice. Payments not made when due shall bear interest at the rate of 1.5% per month from the due date until the date paid.

9. Warranties and Limitation of Liabilities

- (a) Contractor warrants that it has the right to provide the products and services to Agency hereunder. Contractor makes no other warranties regarding the products or services provided hereunder, expressed or implied; and Contractor specifically excludes any warranty of merchantability and fitness of its products and services for a particular purpose.
- (b) Contractor expressly disclaims any warranty that its monitoring service or its system is impervious to tampering. In no event will Contractor be liable for any direct or indirect damages in connection with or arising out of the provision, performance or use of the products or services provided under the terms of this agreement or any orders hereunder. In no event does Contractor assume or bear any responsibility or liability for acts that may be committed by Offenders or persons subject to or using its products.
- (c) Contractor shall not be liable for any failure or delay in performance hereunder which is due in whole or in part to any cause beyond its control.
- (d) It is understood that the responsibility for designating levels of monitoring for each Offender shall be that of the Agency. Any failure of the Agency to designate a proper level of monitoring for any Offender shall be the responsibility of the Agency.
- (e) It is understood that the Contractor relies upon the infrastructure and services of certain third parties, such as communications systems; and the system services provided by the Contractor may be subject to the latency and failure of these third-party infrastructures or services. The Contractor does not warrant, nor is it liable for any latency or failures of these third-party infrastructures or services.

attenti

- (f) It is understood that the responsibility of Contractor ends with respect to violations upon reporting of same. The responsibility thereafter for handling the Offender shall be that of the Agency. In the event of a failure of the Agency to properly react to a report, restrict activity or otherwise fail to take action with respect to an Offender, the responsibility shall be that of the Agency.
- (g) Agency acknowledges the warranties and liabilities disclaimed in Section 9 and it is agreed that Contractor shall not be liable for the acts of Offenders while being monitored in connection with this Agreement.
- (h) In the event a court of competent jurisdiction, mediation board, or other tribunal awards any direct damage against Contractor arising out of this Section 9, or any subsequent modifications or amendments to Section 9, Contractor and Agency expressly understand and agree that the amount of any such damage that Contractor shall be required to pay for any and all causes, whether in negligence, breach of contract, or otherwise, regardless of form of action, shall in the aggregate, be limited to the sums paid by Agency to Contractor under this Agreement.

10. Confidentiality

The parties acknowledge and agree that they are in a confidential relationship. The parties further acknowledge that it may, at sometime become necessary to exchange confidential and/or proprietary information. The parties agree that should it become necessary to exchange such information, each party will enter into a standard Confidentiality and Non-Disclosure Agreement prior to the exchange of said information.

11. Other Terms and Conditions

- (a) Proprietary Property: All products and other hardware, including but not limited to replacement units, and all software provided under this Agreement shall only be serviced and/or repaired by the Contractor. Agency shall not permit products or other items provided by Contractor under this Agreement to be used by any other party or concern, except to the extent necessary for the fulfillment of the obligations of this Agreement. None of the products or items provided under this Agreement shall be used by any other service provider or third party for any other purpose including, but not limited to, monitoring services. Title to licensed software shall at all times remain with Contractor. Agency shall receive only a non-exclusive and non-transferable right and license to use any software provided under this Agreement during the term hereof.
- (b) Amendments: Any changes to this Contract shall be in writing and signed by authorized representatives of Contractor and Agency.
- (c) Statements of Work: Shall be incorporated and attached to this Agreement from time-to-time to reflect new programs added by Agency. Contractor shall provide to Agency invoicing which specifies the name of the program.
- (d) Law Applicable: This Agreement is made under and shall be construed in accordance with the laws of the State of Florida. By executing this Agreement, Contractor and Agency agree to submit themselves to the jurisdiction of the courts of the State of Florida and that the venue shall be in Pasco County, Florida, for all matters arising hereunder.
- (e) Copyright: Contractor is free to copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement and all such material as well as data information is and shall remain the property of Contractor.
- (f) Scope of Agreement: This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices



of the other party. All business practices and contract compliance outside the defined conditions of this Agreement and authorized amendments are the sole responsibility of each party.

- (g) Other Terms and Conditions: Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement to the extent that is possible. Preprinted terms and conditions of any purchase orders, bills of lading, invoices, receipts or other documents issued by Contractor in connection with this Agreement which are in addition to the terms and conditions of this Agreement shall be considered as incorporated herein and will remain binding. Any preprinted terms and conditions of any purchase order, bill of lading, invoice, receipt or other document issued by Agency will not be binding on Contractor and will not apply to this Agreement.
- (h) Interpretation of Agreement: Each party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed in favor of or against any party.
- (i) Entirety of Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and replaces any and all prior agreements, whether written or oral. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party.
- (j) Assignment: Agency may not assign this Agreement or any order hereunder without the prior written consent of Contractor.
- (k) Data: Contractor may make tracking and offender information available to law enforcement agencies upon request for use in crime analysis and crime investigation. Contractor may make tracking and offender data collected, used, retained and/or disclosed under this Agreement available to law enforcement and corrections agencies, but solely for law enforcement and corrections purposes, including crime scene correlation purposes.

IN WITNESS WHEREOF, the Contractor, and the Agency have executed this Agreement as of the last date signed below (Effective Date).

Attenti US, Inc.
1838 Gunn Highway
Odessa, Florida 33556
(813) 749-5454

Raleigh County Commission
115 W Prince Street, Suite B
Beckley, WV 25801
(304) 255-3794

By: Arnold Roese
Signature

By: David L. Tolliver
Signature

By: Arnold Roese
Printed

By: David L. Tolliver
Printed

Title: Vice President and General Manager

Title: County Commission President

Date: June 30, 2021

Date: July 6, 2021



**EXHIBIT A
Pricing Sheet
Lease Product Pricing**

Product Description	Supervision Level	Quantity	Lease Rate Per Unit/Per Day
Attenti One-Piece Tracking Device	Active	1+	\$3.20
Attenti One-Piece Tracking Device Optional Add-On Beacon		1+	No Charge

Lost, Damaged, Stolen Replacement Cost

Product Description	Replacement Cost
Attenti One-Piece Tracking Device	\$1,050.00
Attenti One-Piece Tracking Device Beacon	\$325.00

Mobile App

Product Description	Fee Per Day/Per Offender
aCheck Mobile App	\$1.00

Payment Terms: Net 30 Days.

Spare Inventory: 20% spare inventory at no additional cost. Levels above this will be returned to Attenti US, Inc. if not used or allocated to new participants.

Lost, Damaged and Stolen: Contractor will cover Lost/Damaged/Stolen equipment up to an annual cap of 5% of the total annual contract value (the "Lost/Damaged/Stolen Equipment Amount"). The said Lost/Damaged/Stolen Equipment Amount shall be calculated annually.

Training: Contractor will provide an initial, onsite, eight (8) hour training for Agency staff prior to the commencement of the monitoring program. Contractor will provide two additional (8) hour onsite training sessions at a central location annually after initial training.

Shipping: Prices are F.O.B. Destination based on FedEx or UPS ground only. If customer requires expedited shipping, customer will pay for entire shipping cost.

Optional – For Purchase Only

Product Description	Purchase Price Each
Attenti Freedom Charger Kit	\$55.00
Attenti Freedom Charger Replacement Charging Cord	\$5.00
Attenti Freedom Charger Without Charging Cord	\$50.00



Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX
 www.cunninghamrec.com

05/10/2021
 Quote #155586-01-01

Lake Stephens

Raleigh County Parks & Recreation
 Attn: Molly Williams
 1400 Lake Stephens Road
 Surveyor, WV 25932
 Phone: 304-254-8371
 mwilliams@raleighcounty.com

Ship to Zip 20874

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom PowerScope Modular Play Structure for Ages 2-5 [Basic: _____] [Fabric 1: _____] [Fabric 2: _____] [Deck:Pvc: _____] [Accent: _____] [Basic: _____] [Roto Plastic: _____] [Tube: _____] [HDPE: _____] [Arch: _____] [Roto Plastic: _____] [Uni Plastic: _____]	\$62,552.00	\$62,552.00
		(2) 80176 -- 14' Sunblox Sail Roof		
		(1) 80656 -- Access Attachment 3' & 4'		
		(1) 90029 -- 3' Transfer Platform W/Barrier		
		(1) 90507 -- 2'-6"/3' Rumble & Roll Zip Slide		
		(1) 90203 -- Tic-Tac-Toe Panel Above Dk		
		(2) 80000 -- 49" Sq Punched Steel Deck		
		(1) 81699 -- Bongos		
		(1) 81666 -- Fun Seat		
		(1) 3950 -- Roller Balls 12" 2S		
		(1) 91364 -- Sensory Wave Panel w/ chimes		
		(1) 81696 -- Crunch Bar (Ps 2-5)		
		(1) 81680 -- Single Seat		
		(2) 91209 -- Climber Entryway - Barrier		
		(1) 90106 -- 4'-6"/5' Schooner Climber		
		(1) 90578 -- Swerve Slide		
		(1) 90021 -- 2'-0" Transfer System W/ Barrier		
		(3) 80001 -- 49"Tri Punched Steel Deck		
		(1) 90399 -- Std Funnel Bridge,1 Dk Span W/ Barrier		
		(1) 90306 -- Climber Archway W/Socket & Barrier		
		(1) 90669 -- Spiral Step Climber (5'-0) & 5'-6")		
		(1) 90369 -- River Rock Climber		
		(1) 90579 -- Double Swerve Slide		
		(5) 90269 -- 11' Upright, Alum		



Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX
 www.cunninghamrec.com

05/10/2021
 Quote #155586-01-01

Lake Stephens

Quantity	Part #	Description	Unit Price	Amount
		(4) H90270 – 12' Upright, Hw		
		(4) H90273 – 15' Upright, Hw		
1	RDU	GameTime - Custom PowerScope Modular Play Structure for Ages 5-12 [Accent: _____] [Roto Plastic: _____] [Basic: _____] [Basic: _____] [Roto Plastic: _____] [Arch: _____] [Deck:Pvc: _____] [Tube: _____]	\$40,372.00	\$40,372.00
		(5) 26094 -- Triangular Shroud		
		(1) 91146 – Entryway - Guardrail		
		(1) 90631 – Bubble Panel (Above)		
		(1) 90598 -- Hour Glass Climber		
		(1) 80942 – Crawl-Thru Panel		
		(1) 81699 – Bongos		
		(1) 81664 – Single Thunderring		
		(1) 26065 – Hang Out Wall		
		(1) 26064 – Dna Climbing Wall Attachment		
		(1) 26095 – Hanging Pod Link		
		(1) 26058 – 3 Way X-Pod Step		
		(1) 26092 -- Ps Plus Single Link Cross Beam		
		(1) 90317 -- Toad Stool Climber		
		(2) 90411 – Climber Archway W/ Barrier		
		(1) 80657 – Access Attachment 5'		
		(1) 90033 – 4' Transfer Platform W/Guardrail		
		(1) 90505 – 5' Single Zip Slide		
		(2) 90549 – Climber Archway W/ Plate & Barrier		
		(4) 80001 -- 49"Tri Punched Steel Deck		
		(1) 90159 -- 3'-6"/6' Giant Wave Climber Link		
		(1) 80000 – 49" Sq Punched Steel Deck		
		(1) 90133 -- 7'-6"/8' Trunk Climber		
		(1) 90023 – 3'-0" Transfer System W/ Barrier		
		(1) 90286 -- 8' Sky Hi Spiral Tube Slide, 30" Dia		
		(3) 90272 – 14' Upright, Alum		
		(2) 90270 – 12' Upright, Alum		
		(3) 90269 – 11' Upright, Alum		
		(2) 90268 – 10' Upright, Alum		



Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX
 www.cunninghamrec.com

05/10/2021
 Quote #155586-01-01

Lake Stephens

Quantity	Part #	Description	Unit Price	Amount
		(1) G90266 -- 8' Upright, Galv		
		(1) G90268 -- 10' Upright, Galv		
1	178749	GameTime - Owner's Kit	\$58.00	\$58.00
			Sub Total	\$102,982.00
			Discount	(\$45,982.00)
			Estimated Freight	\$3,000.00
			Total	\$60,000.00

Comments

Materials only quotation, pricing does not include installation or off-loading.

*Close out units, no modifications will be allowed, colors as is.

TERMS & CONDITIONS:

- **PRICING:** Prices are firm for 30 days unless otherwise noted. Request updated pricing when purchasing from quotes more than 30 days old.
- **PAYMENT TERMS:** Net 30 days subject to approval by Credit Manager. A signed P.O. made out to Cunningham Recreation or this signed quotation is required for all orders unless otherwise noted. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Cunningham Recreation unless otherwise directed.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or as permitted by law) will be added to invoices over 30 days past due.
- **TAXES:** Taxes will be shown as a separate line item when included. Any applicable taxes not shown will be added to final invoice. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.
- **SHIPMENT:** Multiple shipments may be required based on point of origin. Above costs assume one shipment for each vendor quoted.
- **LEAD TIME:** Standard orders shipped 4 weeks after receipt of order and acceptance of your purchase order, color selections, approved submittals (if required) unless otherwise noted. Custom equipment and shades may require a longer lead times. Surfacing lead time is approximately 2 weeks after scheduling request.
- **DELIVERY:** It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX
www.cunninghamrec.com

05/10/2021
Quote #155586-01-01

Lake Stephens

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): David L. Tolliver Title President, Raleigh County Commission

Telephone: (304) 255-9146 Fax: (304) 255-9166

P.O. Number: _____ Date: July 6, 2021

Purchase Amount: **\$60,000.00**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

David L. Tolliver
Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION (IF DIFFERENT FROM ABOVE):

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

QUOTATION

Quote Number: 2021-006
 Quote Date: Jul 2, 2021
 Page: 1

Voice:
 Fax:

Quoted To:
RALEIGH CO RECREATION AUTHORITY P.O. BOX 5496 ATTN: MOLLY WILLIAMS BECKLEY, WV 25802

Customer ID	Good Thru	Payment Terms	Sales Rep
RALEIGH	8/1/21	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
		INSTALLATION OF 2 PLAYGROUND UNITS		20,000.00
			Subtotal	20,000.00
			Sales Tax	
			TOTAL	20,000.00

Wendy Jones

County Commission of Raleigh County



116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021

Jamel R. Corey
108 Marion St.
Beckley, WV 25801

Dear Jamel Corey:

We are pleased to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission appointed you to the Raleigh County Emergency Services Authority Board and your term will expire July 6, 2023.

Please stop by the County Clerk's Office at your earliest convenience to take the oath of office.

We appreciate your willingness to serve the citizens of Raleigh County in this manner.

Respectfully,

Handwritten signature of David L. Tolliver in black ink.

David L. Tolliver, President

Handwritten signature of Linda K. Epling in black ink.

Linda K. Epling, Commissioner

Handwritten signature of Gregory A. Duckworth in black ink.

Gregory A. Duckworth, Commissioner

cc: Raleigh County Emergency Services Authority



County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021


Mr. David Tolliver
116 ½ N. Heber St.
Beckley, WV 2 5801

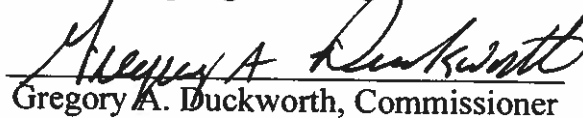
Dear Mr. Tolliver:

We are pleased to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission reappointed you to the Raleigh County Recreation Authority Board and your term will expire July 6, 2026.

Please stop by the County Clerk's Office at your earliest convenience to take the oath of office and thank you for your service on this board.

Respectfully,


Linda K. Epling, Commissioner


Gregory A. Duckworth, Commissioner

cc: Raleigh County Recreation Authority



County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021

Detlef Ulfers
116 ½ N. Heber St.
Beckley, WV 25801

Dear Mr. Ulfers:

We are pleased to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission reappointed you to the Raleigh County Property Safety Agency Board and your term will expire July 6, 2023.

Please stop by the County Clerk's Office at your earliest convenience to take the oath of office and thank you for your service on this board.

Respectfully,

David L. Tolliver, President

Linda K. Epling, Commissioner

Gregory A. Duckworth, Commissioner

cc: Raleigh County Property Safety Agency Board



County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021

Brian Bell
Raleigh County Board of Health
1602 Harper Road
Beckley, WV 25801

Dear Mr. Bell:

We are pleased to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission reappointed you to the Raleigh County Property Safety Agency Board and your term will expire July 6, 2023.

Please stop by the County Clerk's Office at your earliest convenience to take the oath of office and thank you for your service on this board.

Respectfully,

David L. Tolliver, President

Linda K. Epling, Commissioner

Gregory A. Duckworth, Commissioner

cc: Raleigh County Property Safety Agency Board



County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021

John Dunn
Solid Waste Authority
200 Fernandez Drive
Beckley, WV 25801


Dear Mr. Dunn:

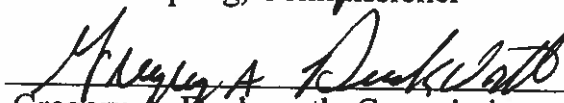
We are pleased to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission reappointed you to the Raleigh County Property Safety Agency Board and your term will expire July 6, 2023.

Please stop by the County Clerk's Office at your earliest convenience to take the oath of office and thank you for your service on this board.

Respectfully,


David L. Tolliver, President


Linda K. Epling, Commissioner


Gregory K. Duckworth, Commissioner

cc: Raleigh County Property Safety Agency Board



County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021


Barry Milam
Crab Orchard-MacArthur PSD
P.O. Box 278
Crab Orchard, WV 25827

Dear Mr. Milam:

We are pleased to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission reappointed you to the Raleigh County Property Safety Agency Board and your term will expire July 6, 2023.

Please stop by the County Clerk's Office at your earliest convenience to take the oath of office and thank you for your service on this board.

Respectfully,


David L. Tolliver, President


Linda K. Epling, Commissioner


Gregory A. Duckworth, Commissioner

cc: Raleigh County Property Safety Agency Board



County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021

Sherrie Hunter
Raleigh County Solid Waste Authority
200 Fernandez Drive
Beckley, WV 25801

Dear Ms. Hunter:

We are please to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission reappointed you to the Raleigh County Property Safety Agency Board and your term will expire July 6, 2023.

Please stop by the County Clerk's office at your earliest convenience to take the oath of office and thank you for your service on this board.

Respectfully,

David L. Tolliver, President

Linda K. Epling, Commissioner

Gregory A. Duckworth, Commissioner

cc: Raleigh County Property Safety Agency

County Commission of Raleigh County



116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021

Matt Stanley
Beckley Water Company
P.O. Box 2400
Beckley, WV 25802

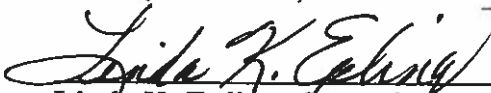
Dear Mr. Stanley:

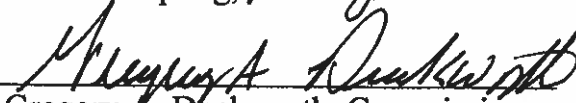
We are pleased to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission reappointed you to the Raleigh County Memorial Airport Authority Board and your term will expire July 6, 2026.

Please stop by the County Clerk's Office at your earliest convenience to take the oath of office and thank you for your service on this board.

Respectfully,


David L. Tolliver, President


Linda K. Epling, Commissioner


Gregory A. Duckworth, Commissioner

cc: Raleigh County Memorial Airport Authority



County Commission of Raleigh County



116 ½ North Heber Street
Beckley, West Virginia 25801-4522

July 6, 2021

Joseph Todd Cornett, II
291 Flat Top Lake Rd.
Ghent, WV 25843

Dear Mr. Cornett:

We are pleased to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission reappointed you to the Raleigh County Building Commission Board and your term will expire July 6, 2026.

Please stop by the County Clerk's Office at your earliest convenience to take the oath of office and thank you for your service on this board.

Respectfully,

David L. Tolliver, President

Linda K. Epling, Commissioner

Gregory A. Duckworth, Commissioner

cc: Raleigh County Building Commission Board



County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021

John O'Neal
8 Oriole Place
Beckley, WV 25801

Dear Mr. O'Neal:

We are pleased to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission reappointed you to the New River Parkway Authority Board and your term will expire July 6, 2024.

Please stop by the County Clerk's Office at your earliest convenience to take the oath of office and thank you for your service on this board.

Respectfully,

David L. Tolliver, President

Linda K. Epling, Commissioner

Gregory A. Duckworth, Commissioner

cc: New River Parkway Authority



County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021

Jack "Gordie" Roop
400 Pikeview Drive
Beckley, WV 25801

Dear Mr. Roop:

We are pleased to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission reappointed you to the Coalfields Expressway Authority Board and your term will expire July 6, 2025.

Please stop by the County Clerk's Office at your earliest convenience to take the oath of office and thank you for your service on this board.

Respectfully,

David L. Tolliver, President

Linda K. Epling, Commissioner

Gregory A. Duckworth, Commissioner

cc: Coalfields Expressway Authority



County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021

Dr. Daniel Foley
203 Brookshire Lane
Beckley, WV 25801

Dear Dr. Foley:


We are pleased to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission reappointed you to the Beckley-Raleigh County Board of Health Board and your term will expire July 6, 2026.

Please stop by the County Clerk's Office at your earliest convenience to take the oath of office and thank you for your service on this board.

Respectfully,


David L. Tolliver, President


Linda K. Epling, Commissioner


Gregory A. Duckworth, Commissioner

cc: Beckley-Raleigh County Board of Health



County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021

Donita Marks
P.O. Box 735
Mabscott, WV

Dear Ms. Marks:

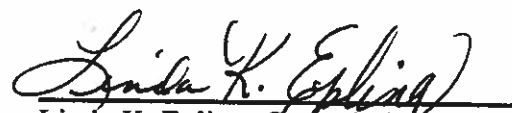
We are pleased to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission appointed you to the Raleigh County Housing Authority Board and your term will expire on July 6, 2022.

Please stop by the County Clerk's Office at your earliest convenience to take the oath of office.

We appreciate your willingness to serve the citizens of Raleigh County in this manner.

Respectfully,


David L. Tolliver, President


Linda K. Epling, Commissioner


Gregory A. Duckworth, Commissioner

cc: Raleigh County Housing Authority



County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021

Ron Hedrick
303 Maplewood Ln.
Beaver, WV 25813

Dear Mr. Hedrick:

We are pleased to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission appointed you to the Raleigh County Housing Authority Board and your term will expire on July 6, 2023.

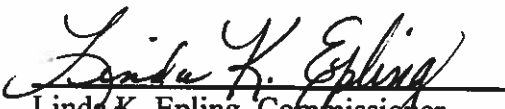
Please stop by the County Clerk's Office at your earliest convenience to take the oath of office.

We appreciate your willingness to serve the citizens of Raleigh County in this manner.

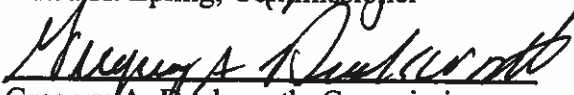
Respectfully,



David L. Tolliver, President



Linda K. Epling, Commissioner



Gregory A. Buckworth, Commissioner

cc: Raleigh County Housing Authority



County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021

Kevin Robinson
252 George St.
Beckley, WV 25801

Dear Mr. Johnson:

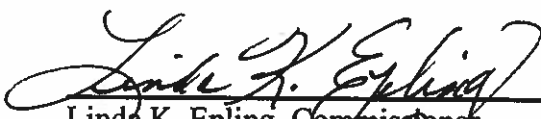
We are pleased to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission appointed you to the Raleigh County Housing Authority Board and your term will expire on July 6, 2024.

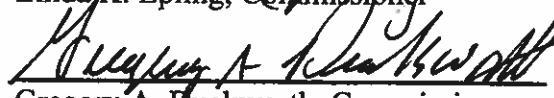
Please stop by the County Clerk's Office at your earliest convenience to take the oath of office.

We appreciate your willingness to serve the citizens of Raleigh County in this manner.

Respectfully,


David L. Tolliver, President


Linda K. Epling, Commissioner


Gregory A. Duckworth, Commissioner

cc: Raleigh County Housing Authority



County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021

Greg Shupe
126 Equestrian Ln.
Beckley, WV 25801

Dear Mr. Shupe:

We are pleased to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission appointed you to the Raleigh County Housing Authority Board and your term will expire on July 6, 2025.

Please stop by the County Clerk's Office at your earliest convenience to take the oath of office.

We appreciate your willingness to serve the citizens of Raleigh County in this manner.

Respectfully,

David L. Tolliver, President

Linda K. Epling, Commissioner

Gregory A. Duckworth, Commissioner

cc: Raleigh County Housing Authority



County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522



July 6, 2021

Jeff Miller
180 Hawksmoore Dr.
Daniels, WV 25832

Dear Mr. Miller:

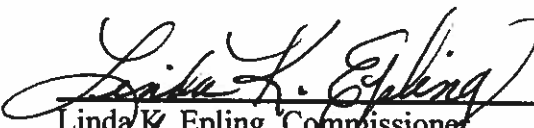
We are pleased to inform you that on July 6, 2021, in a regular meeting, the Raleigh County Commission appointed you to the Raleigh County Housing Authority Board and your term will expire on July 6, 2026.

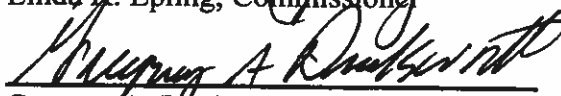
Please stop by the County Clerk's Office at your earliest convenience to take the oath of office.

We appreciate your willingness to serve the citizens of Raleigh County in this manner.

Respectfully,


David L. Tolliver, President


Linda K. Epling, Commissioner


Gregory A. Duckworth, Commissioner

cc: Raleigh County Housing Authority