



# MEMORANDUM

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**To:** Mayor and Members of the City Council

**From:** Reginald Goodson, City Manager  
Stacy Williams, Parks and Recreation Director  
Carl Best, Development Services Director  
Jon Hawley, Grants Administrator

**Date:** March 4, 2026

**Re:** Albemarle Community Trust Grant Application, Walton Park Swing set

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***BACKGROUND:***

Last fall, the Elizabeth City-Pasquotank County Parks and Recreation Department replaced the old, deteriorated playground at Johnnie Walton Park. We have received great feedback on the new playground, and it has done much to revitalize this space for community play and gatherings. However, the playground replacement did not include replacing Walton Park's deteriorated swing set. Just like the old playground, this swing set is more than 30 years old, and is showing significant rust and wear. Parks and Rec is concerned it's becoming a safety hazard, and we would like to replace it with a new, equally sized swing set. Based on a recent quote (attached), and excluding sales tax, it would cost almost \$10,000.

To offset this expense, City staff are requesting authorization to apply to the Albemarle Community Trust for a community grant of \$5,000. This is the maximum allowable; Parks and Rec would cover the remaining cost within its current budget.

***ANALYSIS:***

The ACT supports a variety of charitable and educational projects throughout its member communities. City staff are also grateful to report that the ACT has funded several Parks and Rec projects over the years, most recently automatic door controls for better handicapped accessibility at the Senior Center. The proposed swing set would offer another simple, attractive, and beneficial project for consideration.

The ACT offers multiple grant cycles throughout the year, but only funds a maximum of \$5,000 per organization every 12 months. We are requesting authorization to submit our application before the next deadline, which is March 16.

***STAFF RECOMMENDATION:***

By motion: authorize City staff to submit an Albemarle Community Trust application in the amount of \$5,000 for a new swing set at Walton Park, and to cover the remainder of project funds by reallocating available Parks and Rec funds.



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

QUOTE: OE26003239  
 CUSTOMER: 2991D01  
 PROJECT: 26002959  
 DESIGN NAME: swings

**Prepared For:**

Nathaniel Simpson  
 City of Elizabeth City  
 110 Capital Trce  
 Elizabeth City, NC 27909, US  
 252-384-8120 (phone)  
 nsimpson@elizabethcitync.gov

**Project Name & Location:**

Johnnie Walton Swings  
 Attn: Johnnie Walton Park

**Prepared by:**

CRD OF HILTON HEAD, INC.  
 Jeff Simpson  
 20 TOWNE DRIVE PMB 186  
 BLUFFTON, SC 29910  
 843-757-3156 (phone)  
 252-339-7423(cell)

**Ship To Address:**

Arthur Luce  
 Mid-eastern Construction  
 3961 South Military Highway  
 Chesapeake, VA 23321, US  
 757-404-8773 (phone)

**End User:**

Nathaniel Simpson  
 City of Elizabeth City  
 110 Capital Trce  
 Elizabeth City, NC 27909, US  
 252-384-8120 (phone)  
 nsimpson@elizabethcitync.gov

Quote Number: OE26003239  
 Quote Date: 2/18/2026  
 Valid For: 30 Days From Quote Date

**PlayArea\_1**

Product line: Freestanding  
 Age group: 5-12\_ASTM

**Global defaults**

Leg METALLIC GRAY  
 Swing Seat BLUE  
 Toprail CHARTREUSE

**Components**

Part Number	Description	Qty	Weight	Unit Price	Total
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	4.00	10.00	168.00	672.00
MR0931	5" ARCH SWING- (2 SEAT REQ'D)	1.00	379.00	3,379.00	3,379.00
MR0933	5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)	1.00	226.00	2,217.00	2,217.00

**Additional Items**

Part Number	Description	Qty	Weight	Unit Price	Total
2/18/2026					
QUOTE: OE26003239					



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

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

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

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

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

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

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

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

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

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