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**THE VILLAGE OF SHERMAN**  
**SANGAMON COUNTY, ILLINOIS**

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**ORDINANCE NUMBER 2020-15**

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**AN ORDINANCE APPROVING THE PROPOSAL BY RAIN DROP PRODUCTS,  
LLC FOR THE DESIGN, PLANS AND CONSTRUCTION OF A SPLASH PAD  
AT SHERMAN VILLAGE PARK**

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TREVOR J. CLATFELTER President

SEAN BULL, Village Clerk  
MICHAEL STRATTON, Deputy Village Clerk

PAM GRAY  
BRET HAHN  
BRIAN LONG  
KIMROCKFORD  
KEVIN SCHULTZ  
JAY TIMM  
Village Trustees

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Published in pamphlet form by authority of the President and Board of Trustees of the  
Village of Sherman on August 18, 2020

**ORDINANCE NO. 2020-15**

**AN ORDINANCE APPROVING PROPOSAL BY RAIN DROP PRODUCTS, LLC  
FOR THE DESIGN, PLANS AND CONSRUCTION OF A SPLASH PAD AT  
SHERMAN VILLAGE PARK**

**WHEREAS**, the Village of Sherman, Sangamon County, State of Illinois, is a duly organized and existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code and further is operating as a home-rule municipality pursuant to and with all powers under Article VII, Section 6, of the Constitution of the State of Illinois; and

**WHEREAS**, the corporate authorities of the Village desire to design and have installed an Outdoor Park Spray ground for its Sherman Village Park;

**WHEREAS**, the corporate authorities received proposal from Raindrop Products, LLC c/o of Play Illinois;

**NOW THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Sherman, Sangamon County, Illinois, as follows:

**Section 1. Recitals**. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

**Section 2. Authority to Retain**. The Village desires to engage the services of Play Illinois and approve the proposal by Raindrop Products LLC for the site plan, design and installation of a Park Spray ground for its Sherman Village Park. The Village President is authorized to execute a contract with Raindrop Products LLC and to effectuate the design, delivery and installation of a Park Spray ground for Sherman Village Park.

**Section 3. Severability**. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

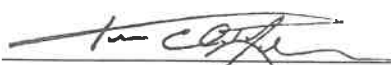
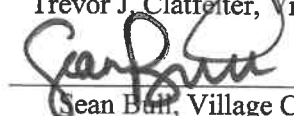
**Section 4. Repeal and Savings Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Sherman prior to the effective date of this ordinance.

**Section 5. Effectiveness.** This ordinance is effective immediately.

SO ORDAINED this 18<sup>th</sup> day of August 2020 at Sherman, Sangamon County, Illinois.

	YES	NO	ABSENT	PRESENT
GRAY	✓			
HAHN	✓			
LONG	✓			
ROCKFORD	✓			
SCHULTZ	✓			
TIMM	✓			
CLATFELTER	✓			
TOTAL	7	0	0	0



**VILLAGE OF SHERMAN**  
  
 Trevor J. Clatfelter, Village President  
  
 Sean Blair, Village Clerk

STATE OF ILLINOIS        )  
  )  
COUNTY OF SANGAMON    )

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Sherman, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true and exact copy of Ordinance Number 20-15, adopted by the President and Board of Trustees of said Village on the 18<sup>th</sup> day of August 18, 2020, said Ordinance being entitled:

**AN ORDINANCE APPROVING PROPOSAL BY RAIN DROP PRODUCTS, LLC  
FOR THE DESIGN, PLANS AND CONSRUCTION OF A SPLASH PAD AT  
SHERMAN VILLAGE PARK**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I hereunto set my signature and affix the official seal of said Village this 18<sup>th</sup> Day of August 2020.



  
Sean Bull, Village Clerk



**PROPOSAL**

Reference: 1462053  
 Project Name: Sherman Park Sprayground  
 Salesperson: EHER

Date: 6/9/2020

To: Michael Stratton  
 Purchaser: Village of Sherman  
 Billing Address: 401 St John's Drive  
 Sherman, IL 62864

First Shipment Address:  
 Sherman Village Park  
 1200 Rail Fence Drive  
 Sherman, IL 62864

Quantity	Item #	Item Description	Unit Price	Extended Amt
<u>ItemLink</u>				
ABOVE GROUNDS				
1.00	<u>SAXP-002-OM</u>	SAXAPHONE W/2 RUNNELS-OM	\$17,995.00	\$17,995.00
50 GPM, 2 Lines, BV				
1.00	<u>GITE-002-OM</u>	SPRAYING GUITAR-OM	\$15,125.00	\$15,125.00
10 GPM				
1.00	<u>/BONGO-002-OM</u>	BONGO TRIO W/MPKJ SPRAYS	\$7,825.00	\$7,825.00
33 GPM, 3 Lines				
1.00	<u>CLAR-002-OM</u>	CLARINET 2 TUMBLE BUCKETS-OM	\$15,495.00	\$15,495.00
30 GPM, BV				
1.00	<u>FRHN-001-OM</u>	FRENCH HORN-OM	\$16,605.00	\$16,605.00
17 GPM, BV				
3.00	<u>/VFCN-051-OM</u>	WATER FUN CANNON, TRUMPET, OMNI	\$6,350.00	\$19,050.00
6 GPM EACH, BV				
2.00	<u>BBUP-001-OM</u>	BUBBLE UP-OM	\$1,883.00	\$3,766.00
8 GPM EACH CUSTOM PAINT; LOOP 2				
SURFACE SPRAYS				
1.00	<u>SPSD-001</u>	SPRAY SQUADRON	\$4,600.00	\$4,600.00
40 GPM; BV				
1.00	<u>SHWT-004</u>	SHOWER TUNNEL	\$2,563.00	\$2,563.00
38 GPM				
2.00	<u>PKJT-003-LF-OM</u>	POPKORN JET-LF-OM	\$575.00	\$1,150.00
3 GPM EACH				
2.00	<u>TTLP-001-OM</u>	TWO TIER TOOLIP JET-OM	\$595.00	\$1,190.00
12 GPM EACH				
3.00	<u>BSWV-001-OM</u>	BASKET WEAVE-OM	\$575.00	\$1,725.00
10 GPM EACH; LOOP 3				
3.00	<u>UPJT-007-OM</u>	UPSTREAM JET-OM	\$495.00	\$1,485.00
7 GPM EACH				
4.00	<u>/SHMN-001-OM</u>	SHADOW SHAPE, MUSIC NOTE, MPKJ, OMNI	\$750.00	\$3,000.00
11 GPM EACH; LOOP 4				
6.00	<u>FNJT-003-OM</u>	FAN JET-OMNI	\$575.00	\$3,450.00
8 GPM EACH; LOOP 3 & 3				
8.00	<u>MFGS-002-OM</u>	MINI FOAM GEYSER-OM	\$1,550.00	\$12,400.00



**PROPOSAL**

Reference: 1462053  
 Project Name: Sherman Park Sprayground  
 Salesperson: EHER

<b>2 GPM EACH; LOOP 4 &amp; 4 CONTROLLER/ACTIVATOR</b>				
41.00	<u>POD-A001-BOND</u>	OMNI-POD TEMPLATE W/BONDING LUG	\$400.00	\$16,400.00
1.00	<u>BOL-005</u>	6" BOLLARD ACT-POLY-BUTTON	\$3,355.00	\$3,355.00
<b>CUSTOM MUSIC SCHEME PAINT</b>				
1.00	<u>/ENC-SW-1462053</u>	CUSTOM ENCLOSURE FOR #1462053	\$83,660.00	\$83,660.00
<b>ENCLOSURE TO INCLUDE:</b>				
6" MANIFOLD, (11) 1" SOLENOID VALVE ASSEMBLIES, (5) 2" SOLENOID VALVE ASSEMBLIES, (4) 1" BALL VALVE ASSEMBLIES, (4) 2" BALL VALVE ASSEMBLIES, PUMP PACK, 10 HP SINGLE PHASE VFD, CHLORINATION PACK, FILTER PACK, AND SWITCH DISCONNECT, RAIN MAKER 24 OUTLET				
1.00	<u>RSVR-F30-1-1-01</u>	RSVR-FIBERGLASS-3000 GAL 1 DRN 1 SUCTION 1 OVERFLOW	\$22,995.00	\$22,995.00
4.00	<u>DRN12-002</u>	DRAIN-12x12x12-FIBERGLASS-6" NOZZLE-CYCOLAC GRATE & FRAME	\$495.00	\$1,980.00
2.00	<u>SITE SERVICE-STANDARD-001</u>	SITE SERVICE-STANDARD VISIT	\$800.00	\$1,600.00
<b>PRE-POUR AND INSTALL VISIT</b>				
<b>TOTAL INTENDED FLOW: 441 GPM</b>				
<b>CHOREOGRAPHED FLOW: 340 GPM</b>				

<b>Total Order</b>	<b>\$257,414.00</b>
<b>Freight</b>	<b>\$3,125.00</b>
<b>Taxes - See General Terms, Conditions and Warranty</b>	<b>\$0.00</b>
<b>Net Order</b>	<b>\$260,539.00</b>



Inquire about our nationwide cooperative purchasing programs!

Payment Terms: Net 30

Estimated Delivery Date upon placement of Order: 12-16 weeks

See the following pages for General Terms, Conditions and Warranty related to this Proposal



## PROPOSAL

Reference: 1462053  
Project Name: Sherman Park Sprayground  
Salesperson: EHER

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### GENERAL TERMS, CONDITIONS AND WARRANTY

- 1) **Purchase:** By executing this proposal (the "Proposal"), or submitting a purchase order pursuant to this Proposal (which shall incorporate the terms of this Proposal into such purchase order specifically by reference) which is accepted by Rain Drop Products, LLC ("Rain Drop") the purchaser identified above ("you" or the "Purchaser") agrees to purchase the products as detailed in this Proposal (the "Products"), or in the purchase order accepted by Rain Drop, for use by Purchaser or for installation by Purchaser on behalf of a third-party who will be the ultimate owner of the features and/or equipment (the ultimate owner of the features and/or equipment, whether Purchaser or a third-party, being the "Owner").
- 2) **Proposal:** The above proposal is valid for sixty days from the date first set forth above. After sixty days Rain Drop reserves the right to increase prices due to the rise in costs of raw material, fuel or other cost increases.
- 3) **Short Ship Claims:** Purchaser has fifteen days from receipt of the Products to file a short ship report in writing to its sales representative. Rain Drop will not honor claims made after this time.
- 4) **Standard Exclusions:** Unless specifically included and detailed in this Proposal, this Proposal does not include, and Rain Drop will not provide services, labor or materials for any of the following work: (a) removal or disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any materials supplied by Purchaser or Owner; (d) repair of concealed underground utilities not located on prints, supplied to Rain Drop by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser uses or provides the Products for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner: "The manufacturer's warranty for the Rain Drop Products brand water components is a separate document between Rain Drop Products, LLC and the ultimate owner of the Rain Drop brand water components, which will be provided to the ultimate owner at the time of final shipment for products manufactured by Rain Drop. Due to surety requirements, any performance and/or payment bond will cover only the first year of Rain Drop Products, LLC warranty."
- 6) **Insurance Requirements:** Rain Drop will not provide any insurance coverage in excess of its standard insurance, a copy of which is available for your review prior to acceptance of this Proposal.
- 7) **Payment:** Terms of payment are defined in the "Payment Terms" section of this Proposal and are specific to this contract. All payments must be made to Rain Drop Products, LLC, 2121 Cottage Street, Ashland, Ohio 44805. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, Rain Drop may cease continued manufacturing until such payments with penalties are made, or Rain Drop may be relieved of its obligations hereunder if payment is more than sixty days past due. Rain Drop shall be entitled to certain payments previously made as liquidated damages. Rain Drop may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding

## PROPOSAL



**Reference:** 1462053  
**Project Name:** Sherman Park Sprayground  
**Salesperson:** EHER

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debt. All payments made pursuant to the installment payment process shall not be available to be recovered by Purchaser so long as Rain Drop Products is not in default under the agreement. Transactions over \$5,000 paid via credit card will be subject to a 3% surcharge.

8) **Taxes:** Unless otherwise specifically included and detailed in this Proposal, prices do not include any taxes, including sales, use or excise taxes. It is the Purchaser's responsibility to furnish evidence of any sales tax exemption in the appropriate states and have compliance documents, where applicable, on file at Rain Drop.

9) **Lien Releases:** Upon request by Owner, Rain Drop will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Rain Drop will provide a full release of liens upon receipt of final payment. In accordance with state laws, Rain Drop reserves the right to place a lien on the property if final payment has not been received ten days prior to the filing deadline for liens.

10) **Site-plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:** Site-plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this Proposal unless specifically detailed herein. Rain Drop does not in any way warrant or represent that a permit or site plan approval for construction will be obtained.

11) **Manufacturing & Delivery:** Manufacturing lead-time from Rain Drop's receipt of this Proposal executed by Purchaser, or submittal by Purchaser of a purchase order pursuant to this Proposal (which shall incorporate the terms of this Proposal specifically by reference) which is accepted by Rain Drop is approximately twelve (12) to sixteen (16) weeks depending on the size and complexity of the components ordered.

12) **Changes in the Work:** During the course of this project, Purchaser may order changes consisting of additions and deductions in the work. The cost of these changes will be determined by Rain Drop, and a change order form must be completed and signed by both Purchaser and Rain Drop, which will detail the scope of the change order. Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Rain Drop will be deemed to have performed its part of the project, and the project will be terminated. Upon such termination, Rain Drop will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of Purchaser.

13) **Restocking Fee:** There will be a 30% restocking fee applied to all Products returned by Purchaser. Prior approval must be obtained from Rain Drop before any product is to be returned. All returns are at Rain Drop's discretion.

#### 14) **Limited Warranty**

The limited warranties of Rain Drop Products LLC (collectively, the "Limited Warranty") are as follows:

**5 Year Product Limited Warranty.** Rain Drop warrants that the Products are warranted for five years from date of shipment against any defects in material or workmanship under normal use and service. This warranty does not cover normal wear and tear, improper operation or improper installation of any Rain Drop Product.





PROPOSAL

Reference: 1462053
Project Name: Sherman Park Sprayground
Salesperson: EHER

25 Year Product Limited Warranty. In addition, the fiberglass reinforced plastic ("FRP") furnished with any Product has a twenty-five year warranty from the date of shipment against rust and corrosion only.

Original Manufacturer Warranty. With respect to equipment not manufactured by Rain Drop but used in conjunction with any Product, any applicable warranty is covered by the original manufacturer of such equipment and not by Rain Drop. This equipment includes, but is not limited to filtration, chlorination and re-circulation equipment. This warranty is in lieu of all other warranties express or implied. All claims, questions and inquiries should be directed to the original manufacturer.

Limitations on Warranty

Limited Remedy. The remedy for breach of Rain Drop's Limited Warranty as described above is limited to the replacement or repair of any Product which is determined to be defective under the reasonable judgment of Rain Drop. Further, the warranty coverage is only for that Product that has been properly installed and maintained according to the instructions provided by Rain Drop.

Discovery of Defect. In the event of any defective Product covered under this Limited Warranty, written notice of such defect must be delivered to Rain Drop at the following address:

Rain Drop Products, LLC
2121 Cottage Street
Ashland, Ohio 44805

within the warranty period and within fifteen days after such defect is discovered. Upon confirmation that the defect exists, Rain Drop will, within a reasonable period of time, replace or repair the defective Product. Rain Drop shall not be liable for the shipping cost of returning any claimed defective Product to Rain Drop or for shipping costs of replacement materials. Rain Drop has the ultimate discretion to determine whether a defect exists and whether to replace or repair such defect.

to

Disclaimer of Warranties. ALL OTHER CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY RAIN DROP TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. If the foregoing disclaimer of additional warranties is not given full force and effect, any resulting additional warranty shall be limited in duration to the express warranties and be otherwise subject to and limited by the terms of Rain Drop's warranty set forth above.

PROPOSAL



Reference: 1462053
Project Name: Sherman Park Sprayground
Salesperson: EHER

Limitation of Liability. To the extent permitted by law, Rain Drop shall in no event be liable in connection with its products for (a) any indirect, special, incidental, liquidated or consequential damages, based on tort, contract or other legal theory, whether or not advised of the possibility of such damages, or (b) any damages whatsoever in excess of an amount equal to the purchase price for such product.

Effective Date and Reservation of Rights. This Limited Warranty is dated as of March 1, 2012 and supersedes and replaces any previous warranties. Rain Drop reserves the right to revise, amend or modify this Limited Warranty at any time and in any manner without obligation to notify any individual or entity.

15) Indemnification: To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Rain Drop and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of products manufactured and supplied by Rain Drop, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

16) Intellectual Property Rights. Purchaser acknowledges and agrees that Rain Drop will remain the owner of any and all intellectual property rights, including, but not limited to, copyrights, service marks, and trademarks in, on or to the Products.

17) Assembly/Installation. Rain Drop does not provide installation services. If requested and specifically detailed in this Proposal, construction site services are intended to imply supervision and consulting services only. All labor required for the assembly, construction or removal of Products manufactured and supplied by Rain Drop will be the Purchaser's and/or Owner's responsibility.

18) Site/Use Review by Purchaser. Rain Drop relies on the Purchaser to determine that the Products are appropriate and safe for the Owner's installation site and/or intended use.

19) Dispute Resolution. Any controversy or claim arising out of or related to this Proposal must be settled by binding arbitration administered in Ashland, Ohio by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

20) Entire Agreement: No Reliance. This Proposal, if accepted by Purchaser, represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this



## PROPOSAL

**Reference:** 1462053  
**Project Name:** Sherman Park Sprayground  
**Salesperson:** EHER

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Proposal are not part of this Proposal. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Rain Drop or its agents which are not expressly stipulated herein, including, without limitation any statements as to the Products, warranties provided hereunder.

21) **No Third-Party Beneficiaries:** This Proposal, if accepted by Purchaser, creates no third party rights or obligations between Rain Drop and any other person, including any Owner who is not also a purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this Proposal.

22) **Governing Law:** The Proposal will be construed and enforced in accordance with the laws of the State of Ohio. Notwithstanding any other law or venue available in any country or jurisdiction, the parties specifically reject all other venues and jurisdictions other than the United States of America, State of Ohio.

23) **Assignment:** Purchaser may not assign this Proposal, by operation of law or otherwise, without the prior written consent of Rain Drop. The Proposal, if accepted by Purchaser, shall be binding upon and inure to the benefit of Rain Drop and the Purchaser, and their successors and permitted assigns.

24) **Miscellaneous:** Rain Drop objects to the inclusion of any different or additional terms in Purchaser's acceptance of this Proposal and if such terms are included in Purchaser's acceptance, Purchaser agrees that a contract of sale will nevertheless result only on the original terms stated in this Proposal. If any portion of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, either of which may be deemed an original, but all of which shall constitute one and the same document. Each person executing this Agreement for and on behalf of Purchaser represents and warrants that that person has the authority to execute this Agreement and all corporate action necessary to authorize the execution delivery of this Agreement.



**PROPOSAL**

**Reference:** 1462053  
**Project Name:** Sherman Park Sprayground  
**Salesperson:** EHER  
**Order Amount:** \$ 260,539.00

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Executed to be effective as of the date executed by the Company:

**PURCHASER:**

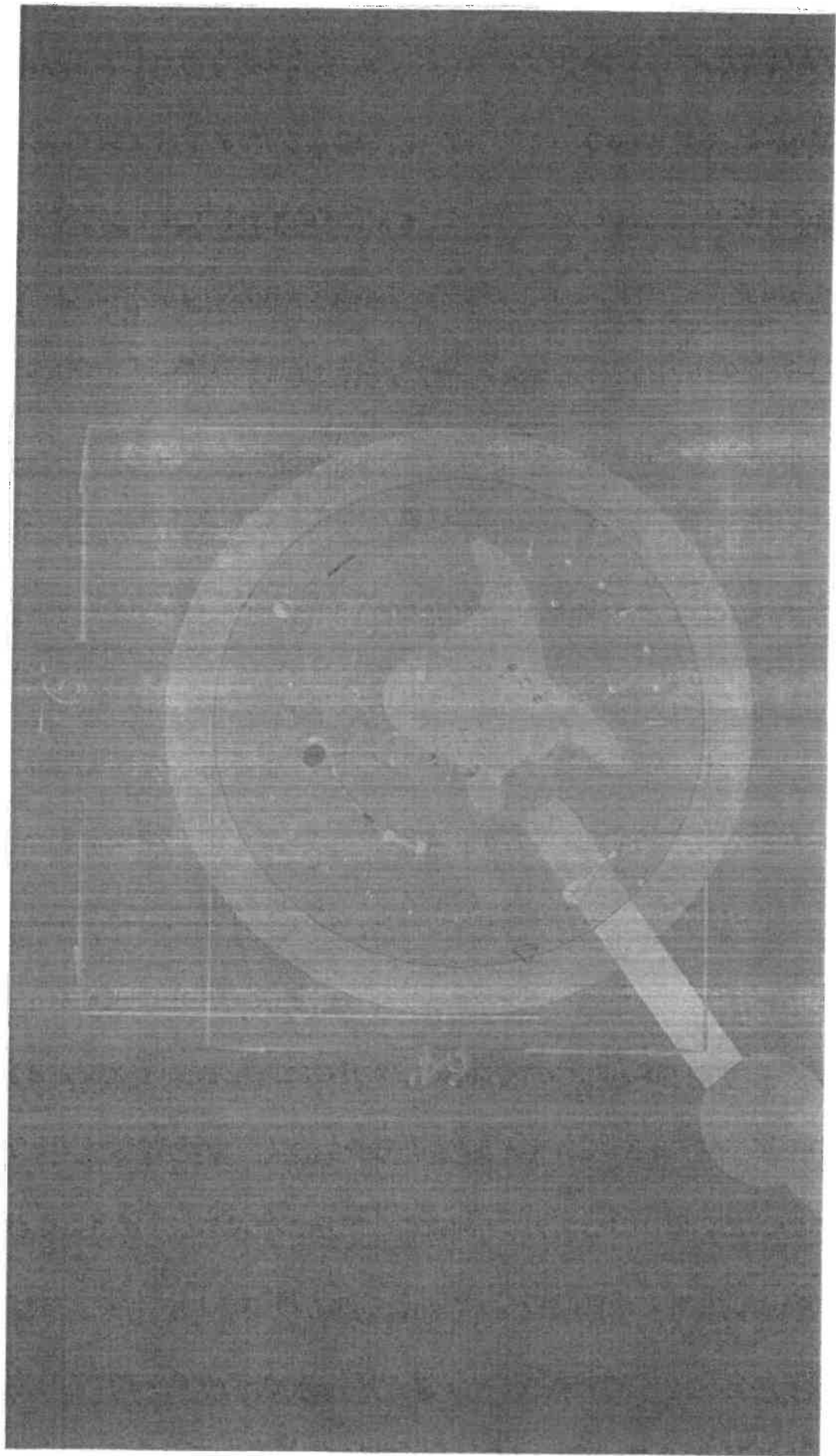
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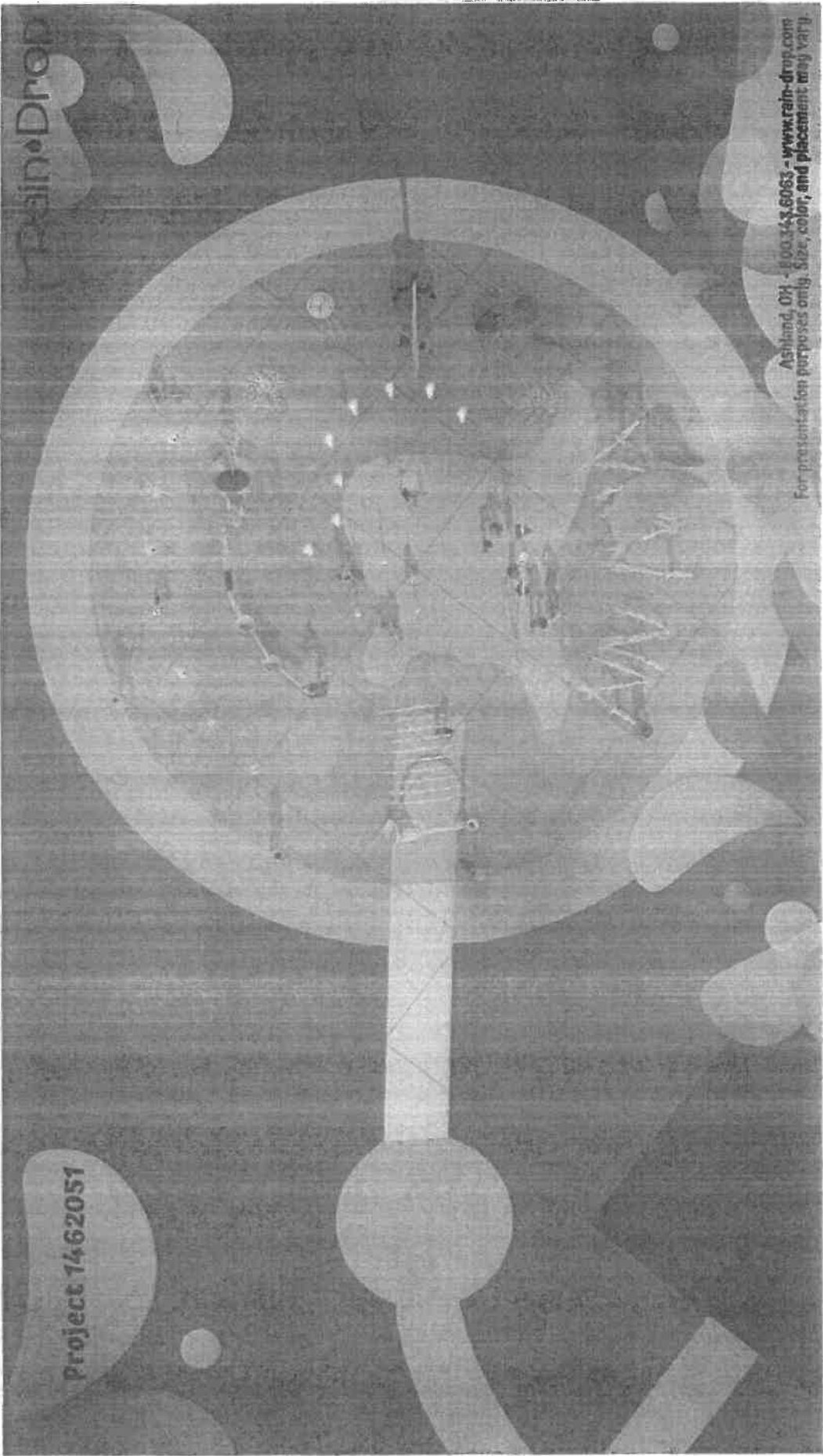
By: (Print Name) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTINGENT ON CONSTRUCTION PRICING.**





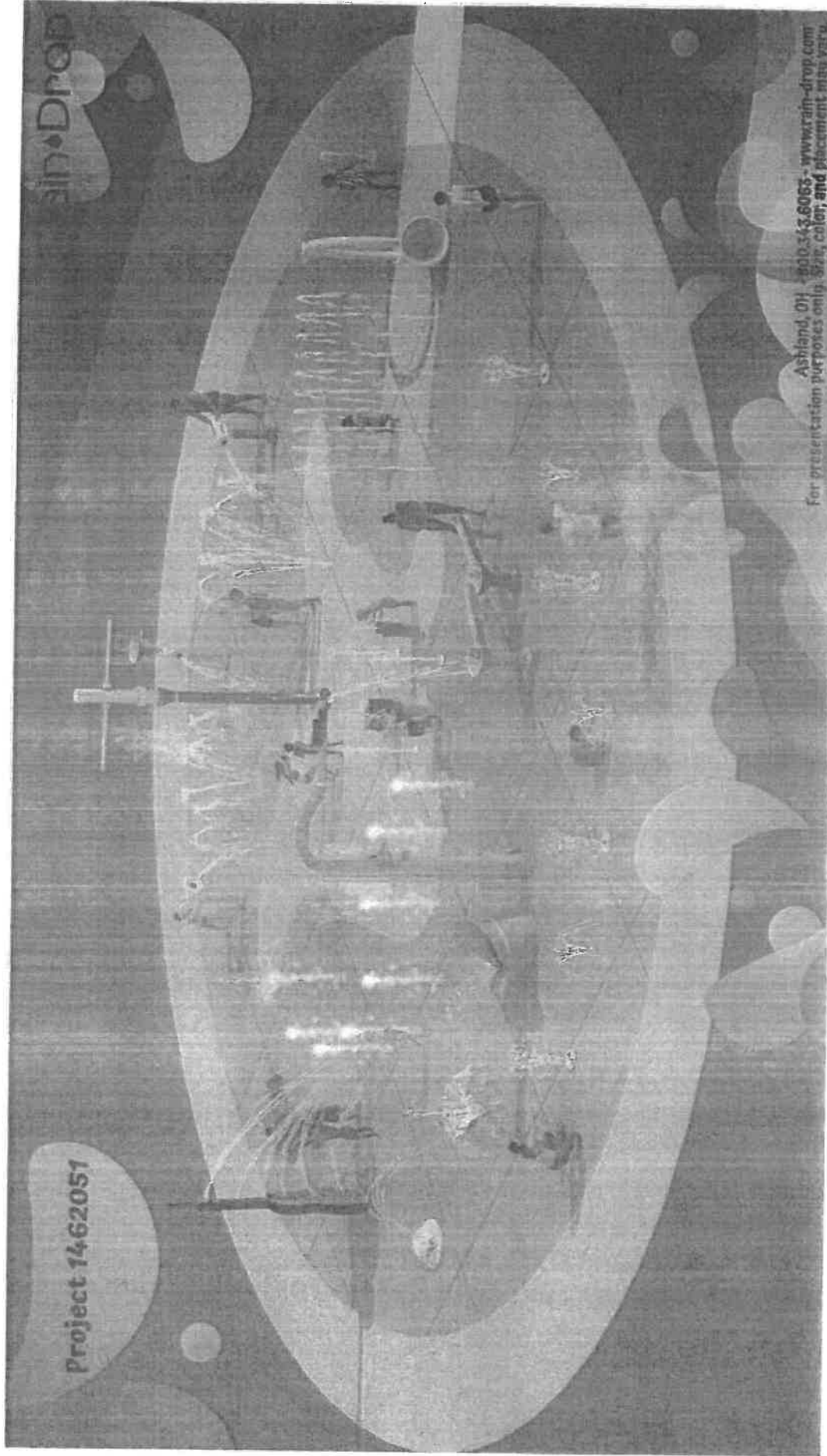
RainDrop

Project 1462051

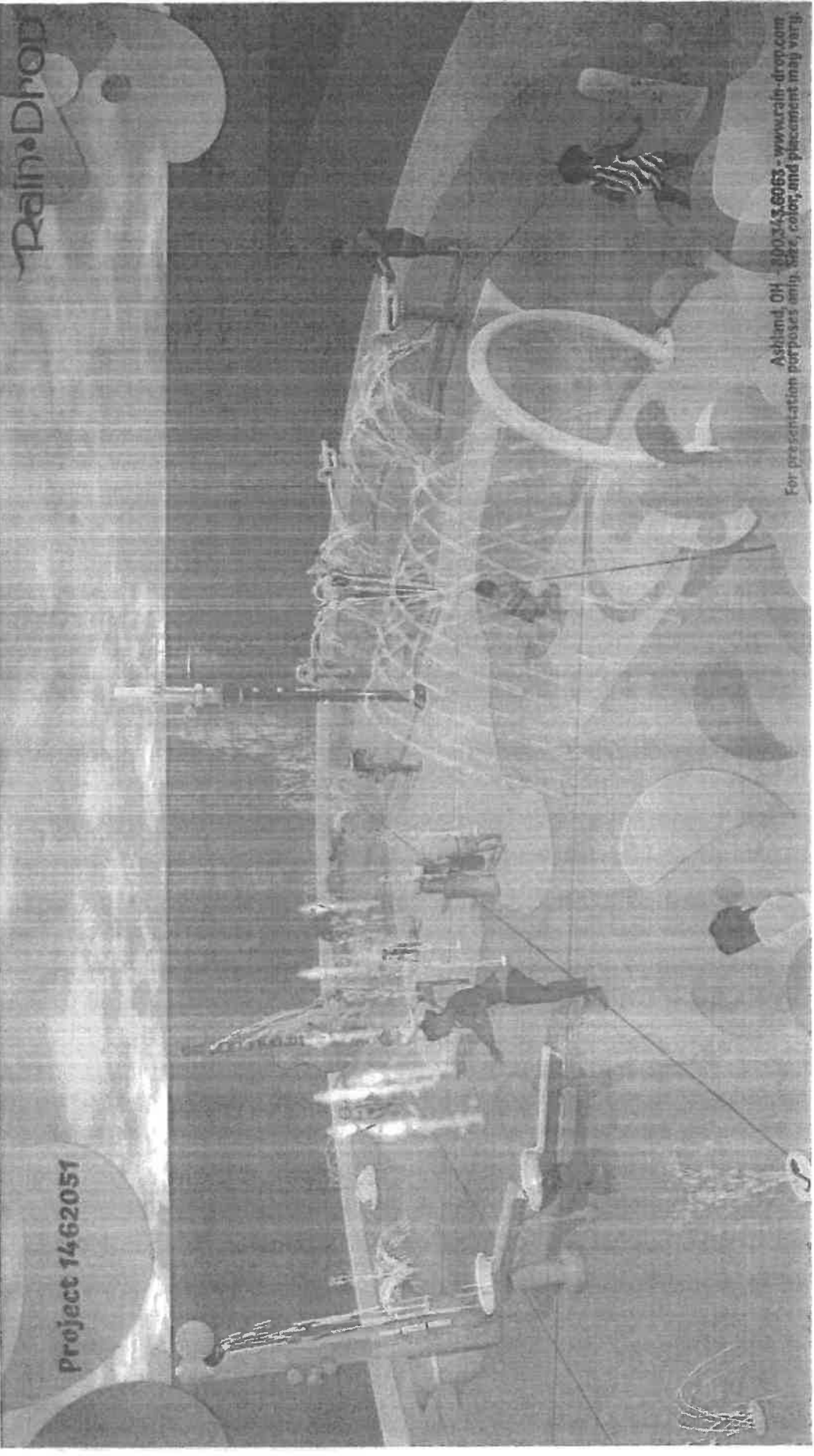
Ashland, OH - 800.343.6063 - [www.rain-drop.com](http://www.rain-drop.com)  
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rain•Drop

Project 1462051



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Rain•Drop

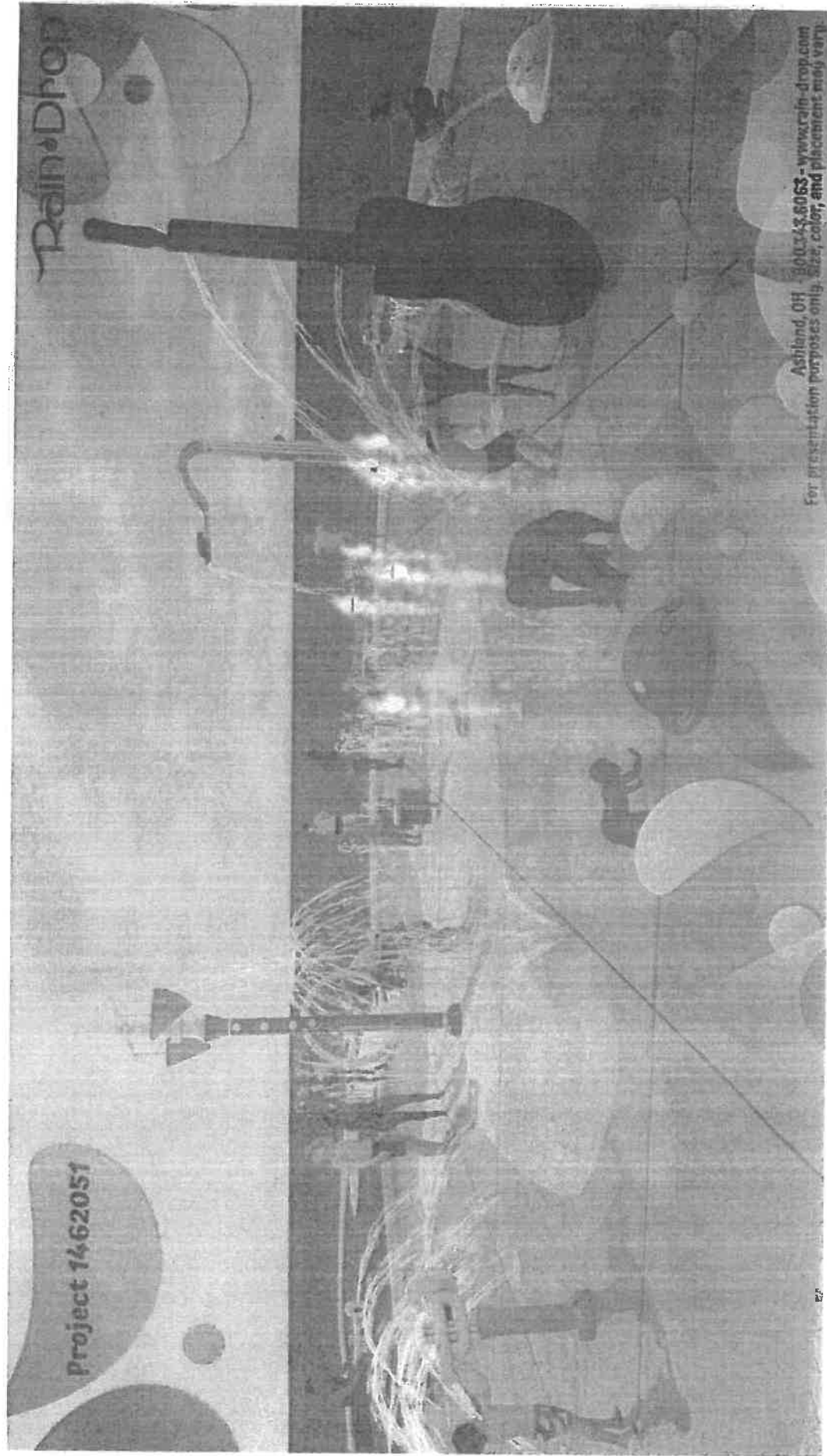
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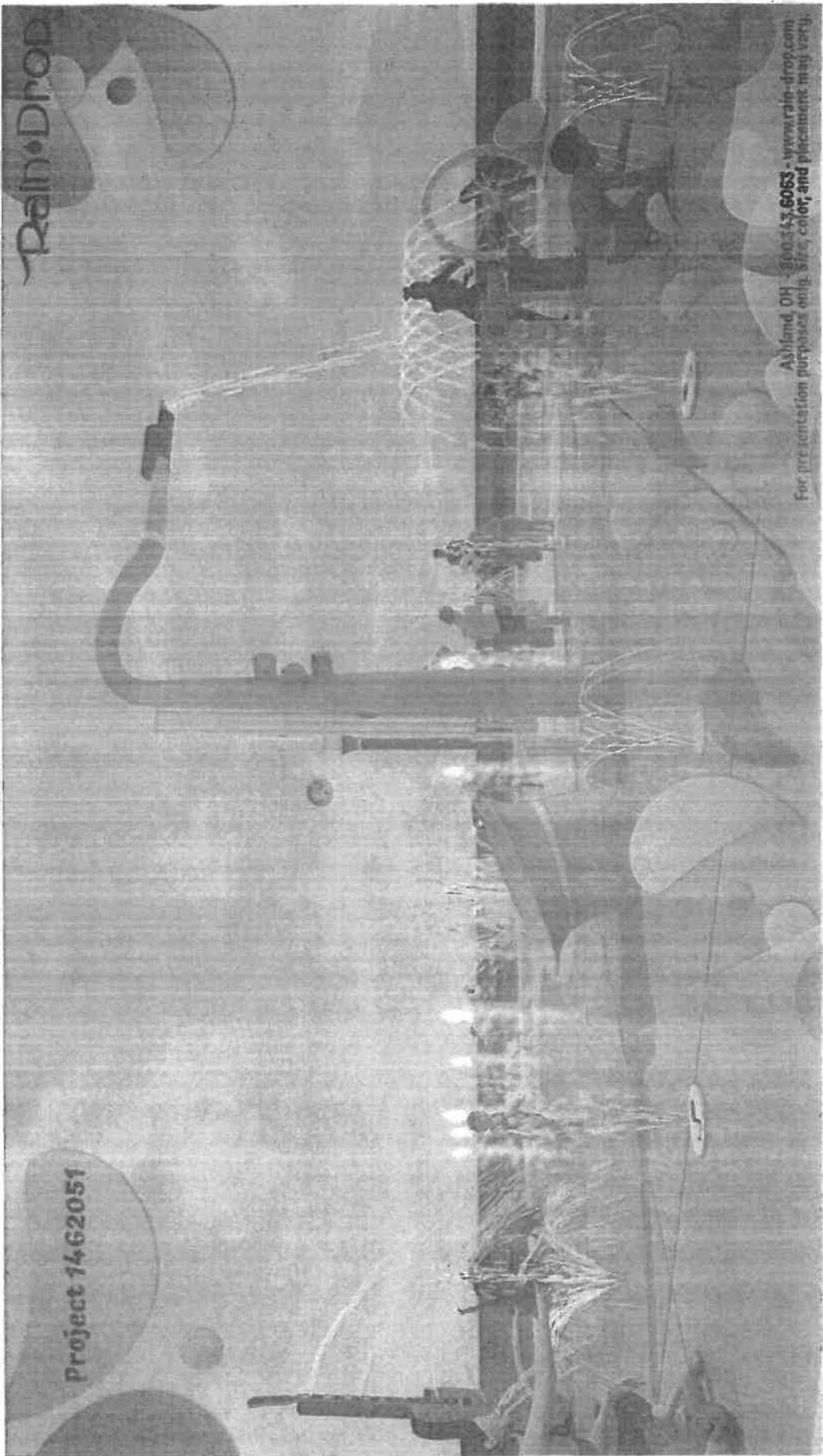


Rain Drop

Project 1462051



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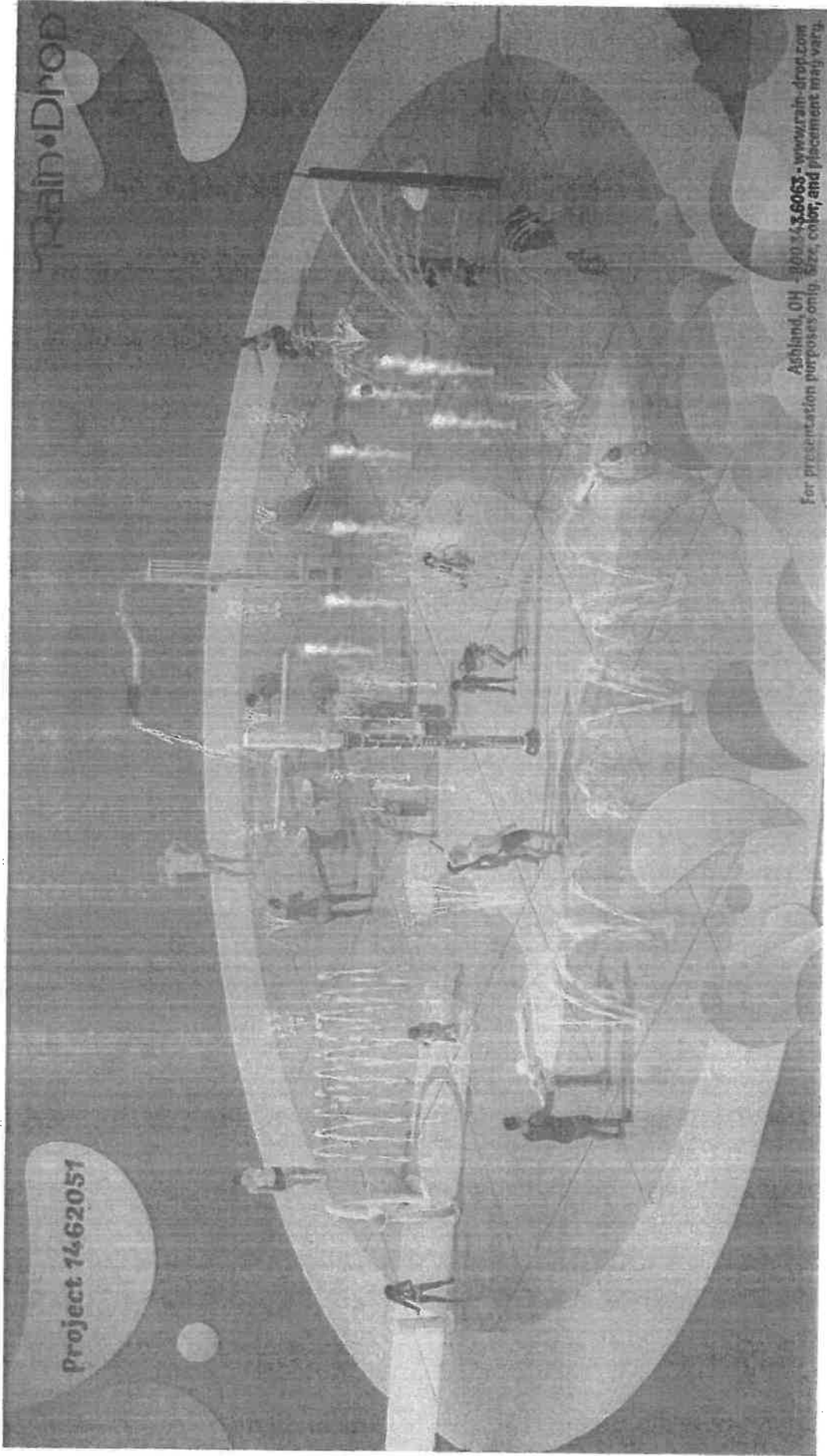
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Rain•Drop

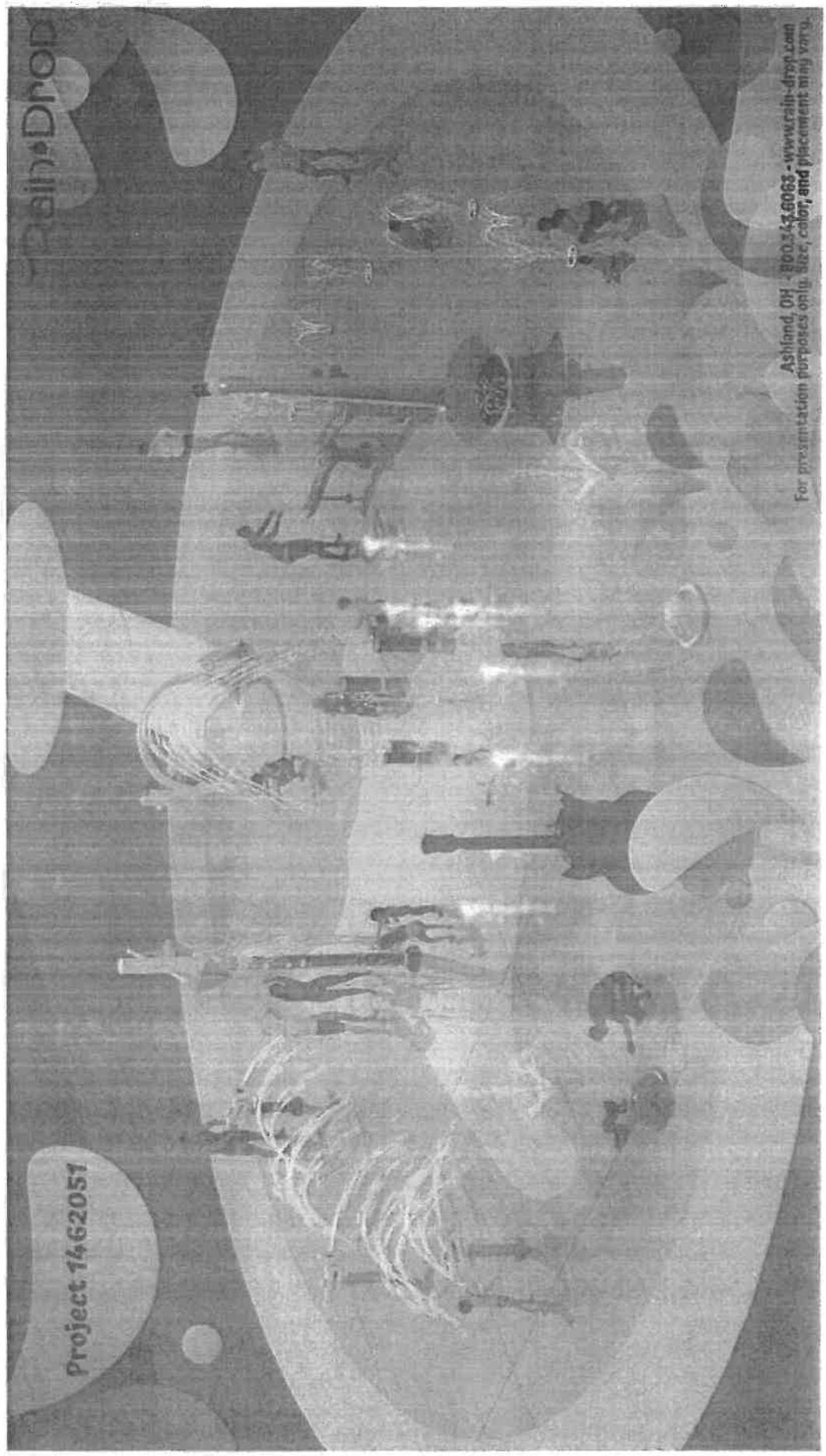
Project 1462051



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Rain•Drip

Project 1462051



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