

ST. CHARLES PARK & RECREATION BOARD
Work Session Tentative Agenda
April 1, 2026 - 6:00PM
American Legion Room in Memorial Hall, Blanchette Park

Notes: * Indicates Item Needing Formal Action
 ** Indicates a Closed Session Topic Known to be Scheduled
 *** Indicates Roll Call Vote
 Wording (highlighted) Indicates Topic Added to Agenda

1. Call To Order
2. Roll Call: Joshua Allen, Sandy Bichel, Tim Glosier, Kathy Mudrovic, Larry Muench, Brian Scheidegger, Anna Shy, TJ Slattery, Anne Zerr and Council Liaison Denise Mitchell
3. Pledge of Allegiance
4. Legacy Farms Park Phase 1 Project Update
5. Contract with Miracle Recreation Equipment Co. for the purchase and install of a replacement slide on the Blanchette Park playground in an amount not to exceed \$22,738.73*
6. Adopt a Park (Board Member observations pertinent to facilities, programs and services within the System)
7. Closed Session (As Indicated)
 - A. Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (RSMo 610.021.1)
 - B. Leasing, purchase or sale of real estate where public knowledge of the transaction might adversely affect the legal consideration thereof. (RSMo 610.021.2)
 - C. Hiring, firing, disciplining or promoting of particular employees when information relating to the performance or merit of individual employees is discussed or recorded. (RSMo 610.021.3)
 - D. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment (RSMo 610.021.13)

8. Adjournment

The City of St. Charles offers all interested citizens the opportunity to attend public meetings. If you wish to attend this public meeting and require an accommodation due to a disability, please contact the Office of The City Clerk to coordinate an accommodation at least two (2) business days in advance of the scheduled meeting at 636-949-3282 or 636-949-3289 (TTY – for the hearing impaired).

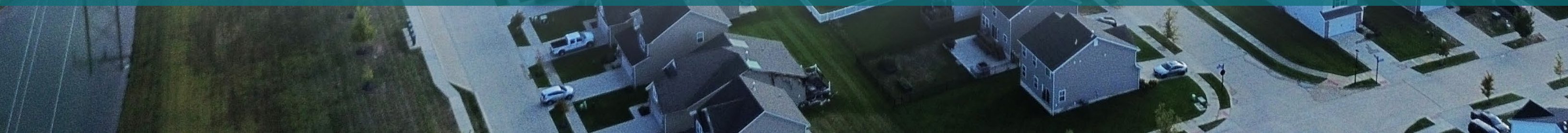
The City of St. Charles, Missouri, fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, please call the City Clerk’s Office at (636)949-3282 or visit City Hall located at 200 North Second Street, St. Charles, Missouri, 63301.

Posted by: _____ Date: _____ Time: _____



Legacy Farms Park Phase 1 *Park Board Presentation*

April 1, 2026



PRESENTATION AGENDA

- *Phase 1 Overall Site Plan*
- *Family Play Area*
- *Parkitecture*
- *Stormwater / Native Meadow / Disc Golf Area*
- *Project Schedule / Next Steps*



Phase 1 Overall Site Plans



- KEY**
- 01 Loop Trail (.6 Mile Loop)
 - 02 Park Entry
 - 03 Disc. Golf Mowed Fairway
 - 04 Native Meadow Planting
 - 05 Wetland Planting Areas
 - 06 Signature Play Area
 - 07 Pump Track Area
 - 08 Turnaround / Dropoff
 - 09 Comfort Station
 - 10 Main Pavilion
 - 11 Entry Drive
 - 12 Future Park Drive
 - 13 Parking Area

FUTURE CITY PARK DEVELOPMENT

LOT 2
"ORCHARD FARM PARK"
DOC NO. 2022R-056864

PROPERTY N/F
CITY OF ST. CHARLES
PER ST. CHARLES COUNTY GIS

TOTAL AREA
97.38 ACRES



TRAIL CONNECTION TO WEST SIDE
OF PARK PROPERTY

COPPERFIELD CT.

MISSOURI STATE HIGHWAY B

HIGHWAY B

MISSOURI STATE HIGHWAY

BOSCHERTOWN RD.



PHASE 1 - PARK SITE PLAN
LEGACY FARMS PARK PHASE ONE IMPLEMENTATION CITY OF ST CHARLES, MO



APRIL 1, 2026



Family Play Area





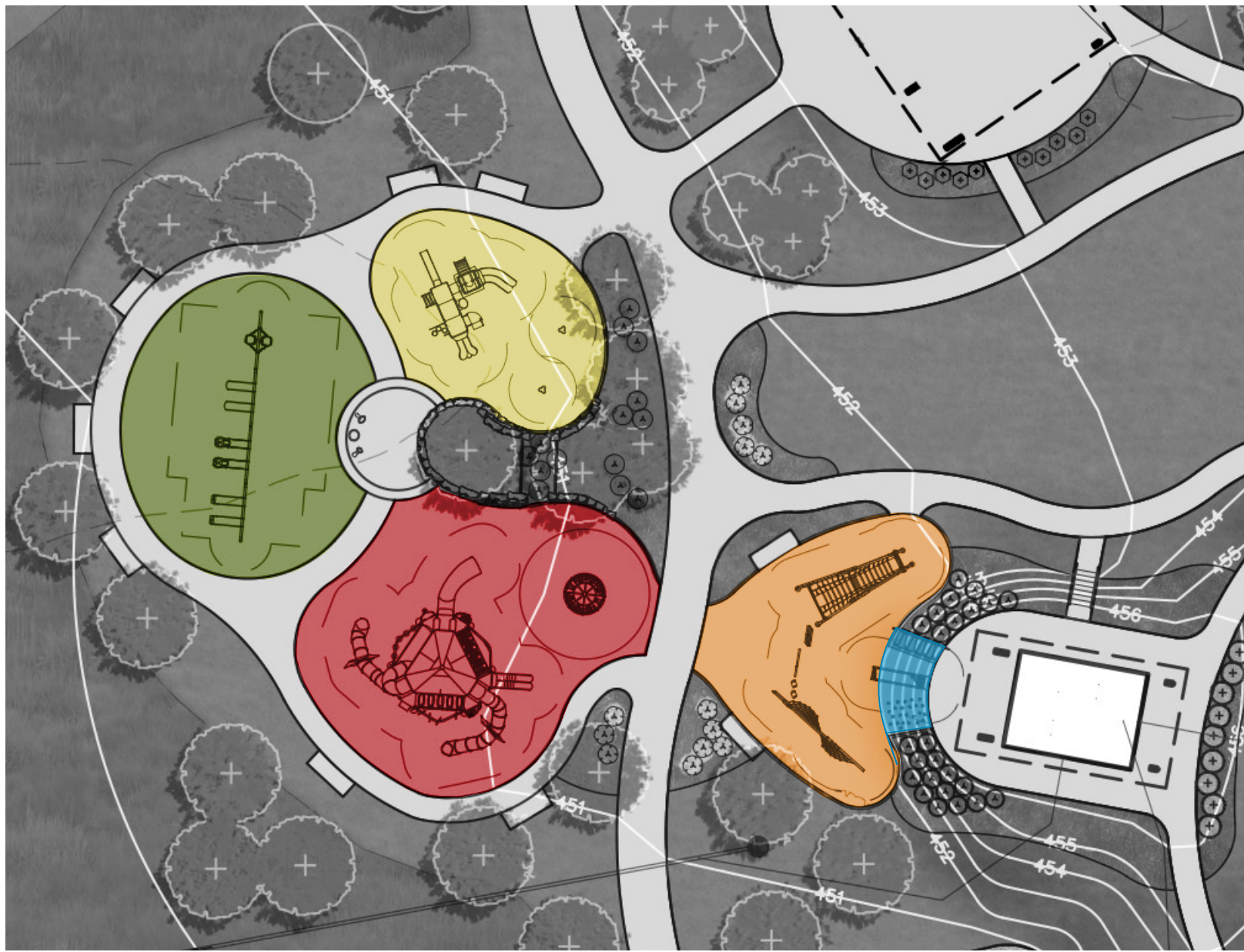
- KEY**
- 01 Entry Drive (Future Phase)
 - 02 Parking Area
 - 03 Concrete Walkway
 - 04 Loop Trail 10' Wide
 - 05 Main Pavilion
 - 06 Disc Golf Course (Start Point)
 - 07 Comfort Station
 - 08 Modular Pump Track
 - 09 Stairs With Handrails
 - 10 Gravel/ Chat Surfacing
 - 11 Landforms/ Berming
 - 12 Play Areas (Surfacing)
 - 13 Bench Seating
 - 14 Play Tunnel
 - 15 Ledgerrock Wall
 - 16 Mowed Disc Golf Fairways
 - 17 Native Meadow Planting Areas
 - 18 Tree Plantings



FAMILY PLAY AREA SITE PLAN
 LEGACY FARMS PARK PHASE ONE IMPLEMENTATION CITY OF ST CHARLES, MO

APRIL 1, 2026





- KEY
- A Play Tower/ Structure
 - B Swings
 - C Tot Play
 - D Adventure Play
 - H Hillside Play

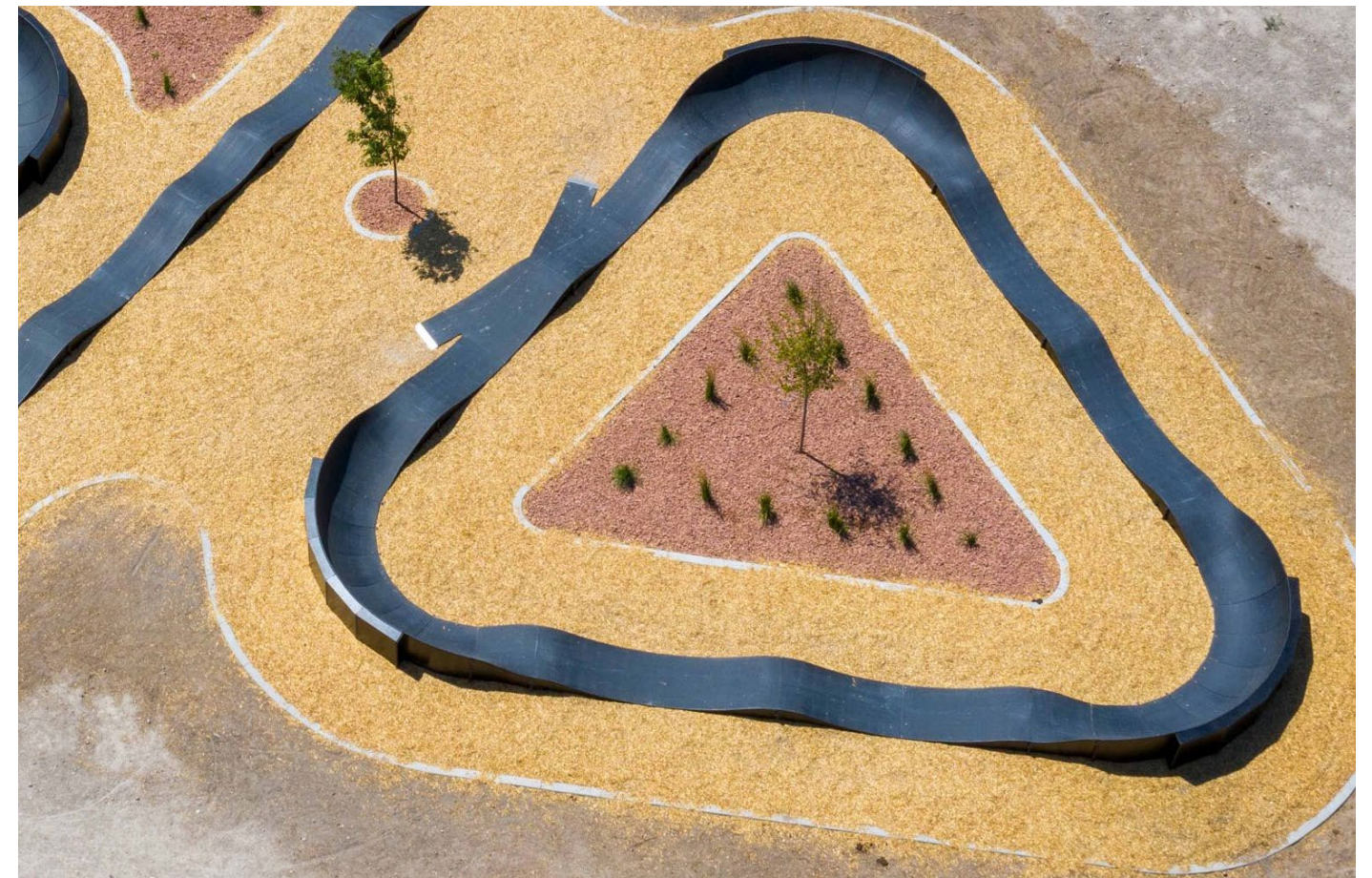
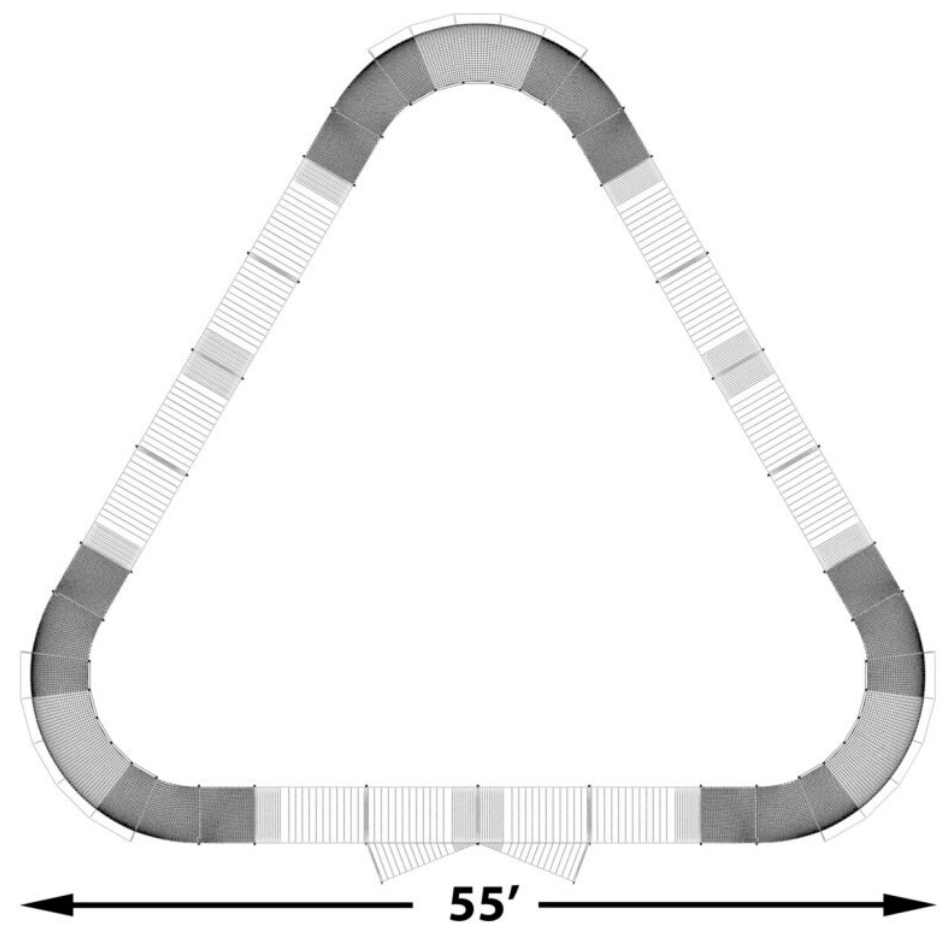
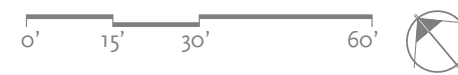


PLAY AREAS DIAGRAM
LEGACY FARMS PARK PHASE ONE IMPLEMENTATION CITY OF ST CHARLES, MO



KEY

- 1 Modular Pump Track
- 2 Main Walk / Loop Trail
- 3 Chat Paving
- 4 Signature Playground
- 5 Comfort Station



MODULAR PUMP TRACK
 LEGACY FARMS PARK PHASE ONE IMPLEMENTATION CITY OF ST CHARLES, MO

APRIL 1, 2026





FAMILY PLAY AREA - RENDERING
LEGACY FARMS PARK PHASE ONE IMPLEMENTATION CITY OF ST CHARLES, MO

APRIL 1, 2026





FAMILY PLAY AREA - RENDERING

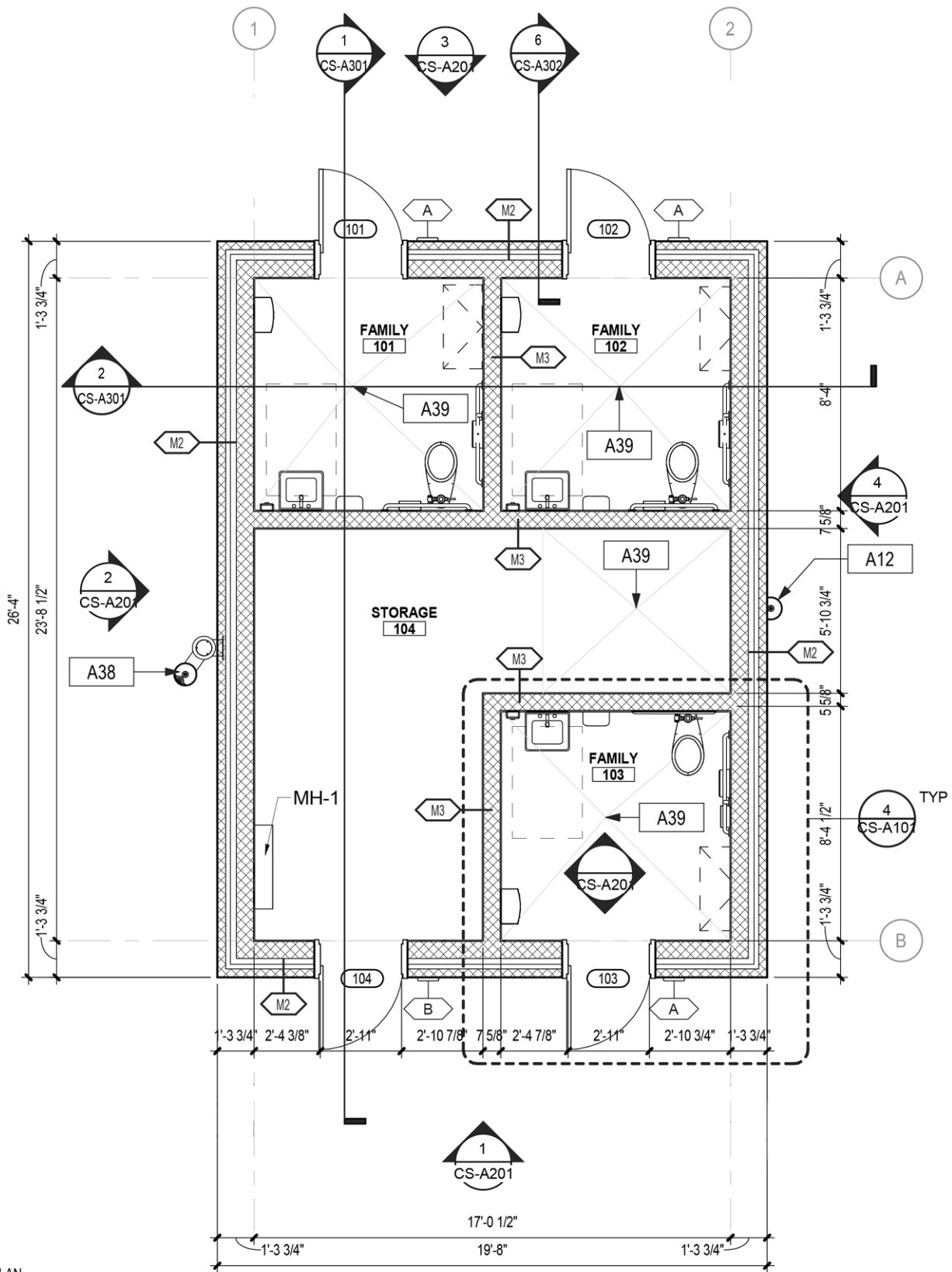
LEGACY FARMS PARK PHASE ONE IMPLEMENTATION CITY OF ST CHARLES, MO

APRIL 1, 2026

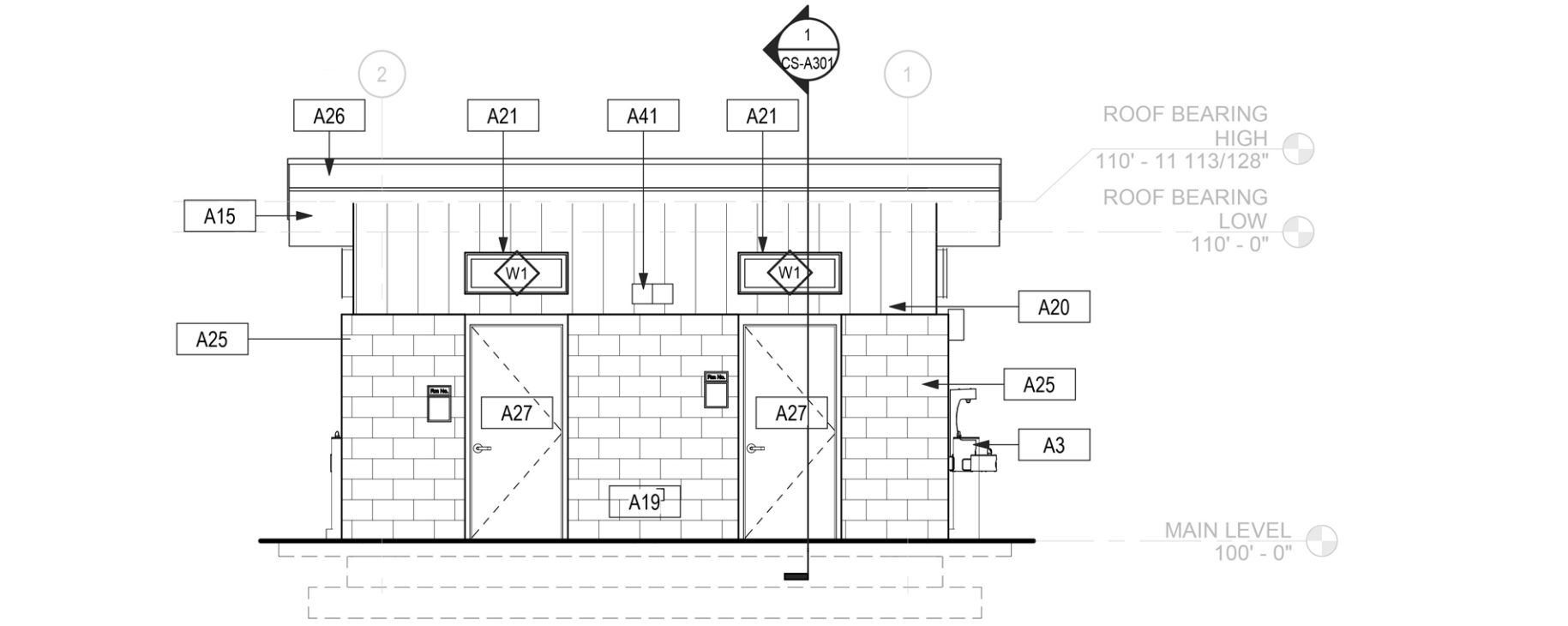


Parkitecture

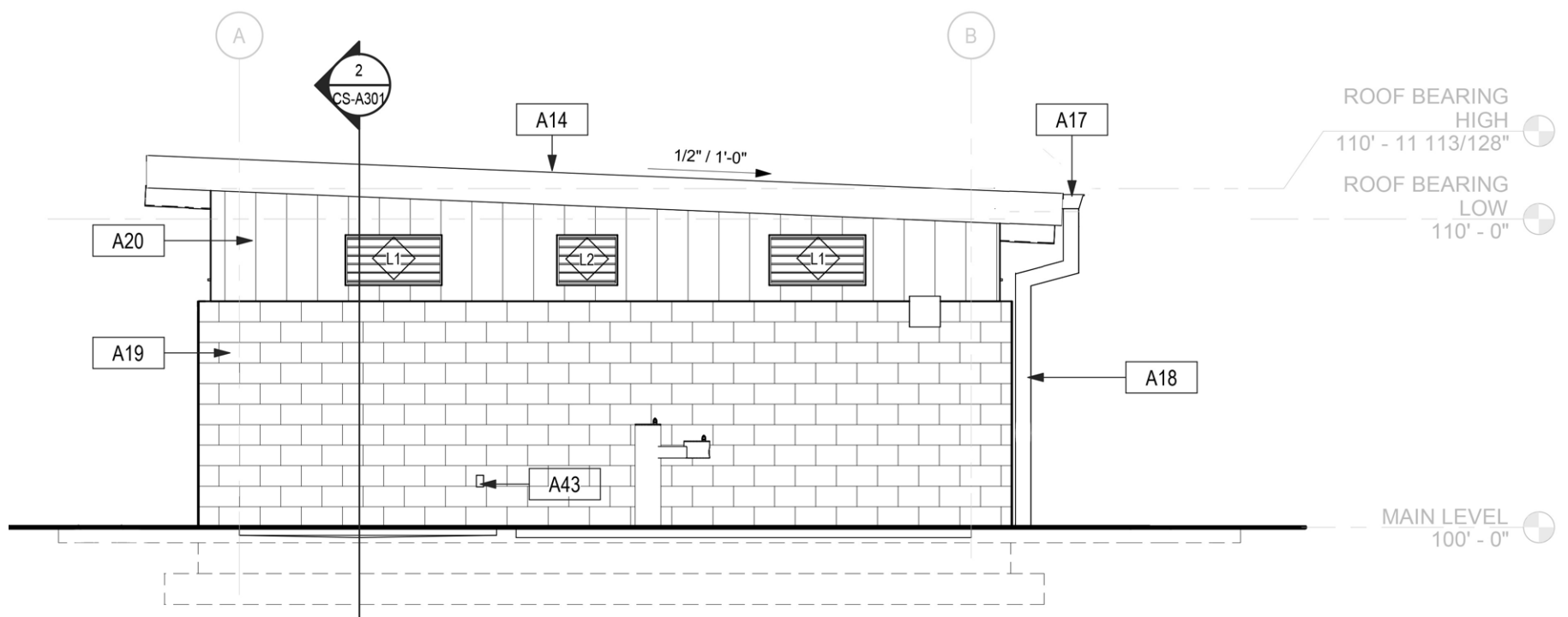




1 FLOOR PLAN
 1/4" = 1'-0"
 SCALE 2 0 2 4 6 8 10 FEET

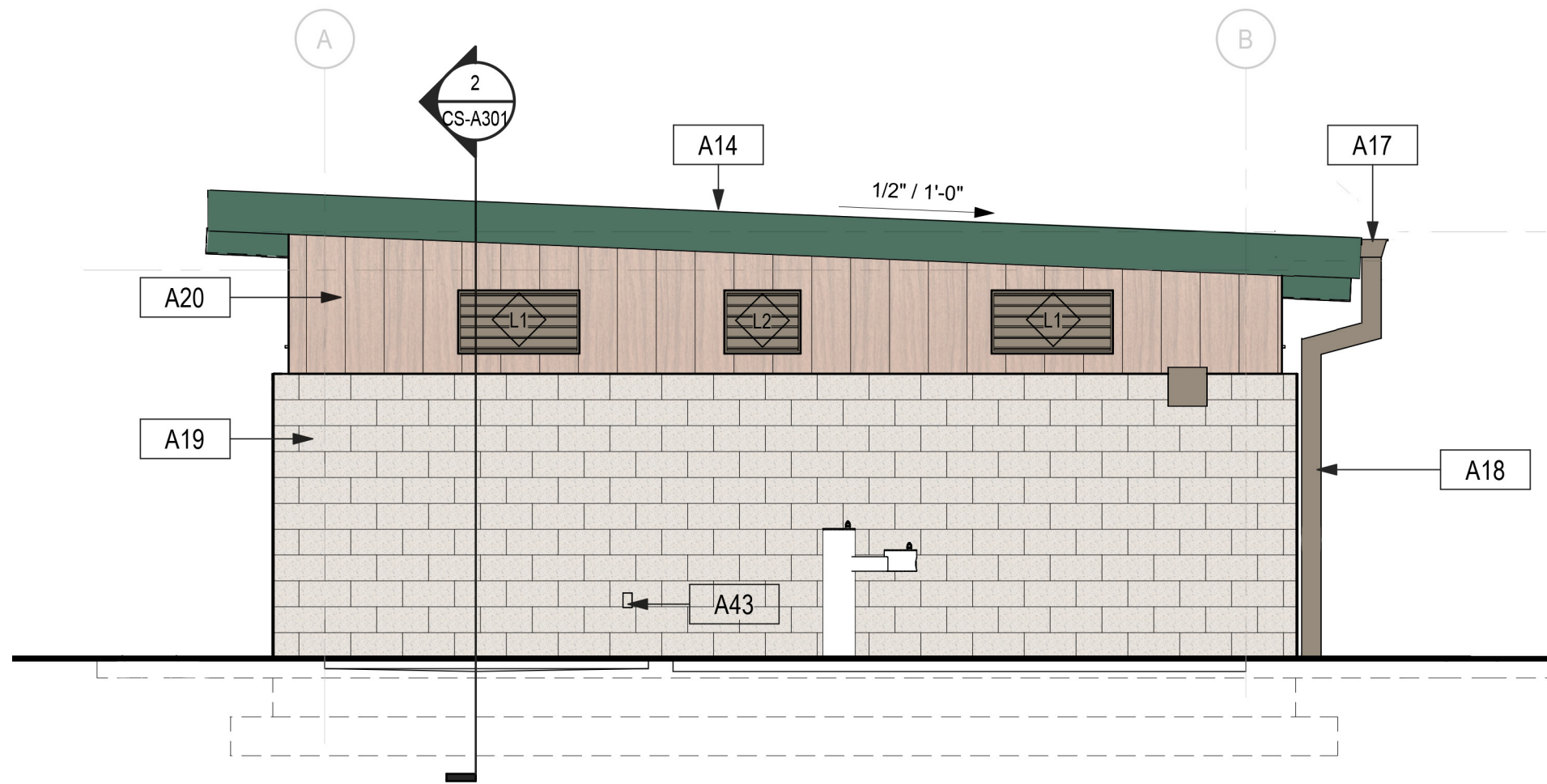


3 EXTERIOR ELEVATION
 1/4" = 1'-0"
 SCALE 2 0 2 4 6 8 10 FEET



2 EXTERIOR ELEVATION
 1/4" = 1'-0"
 SCALE 2 0 2 4 6 8 10 FEET





Forest Green



BROWN TIMBER

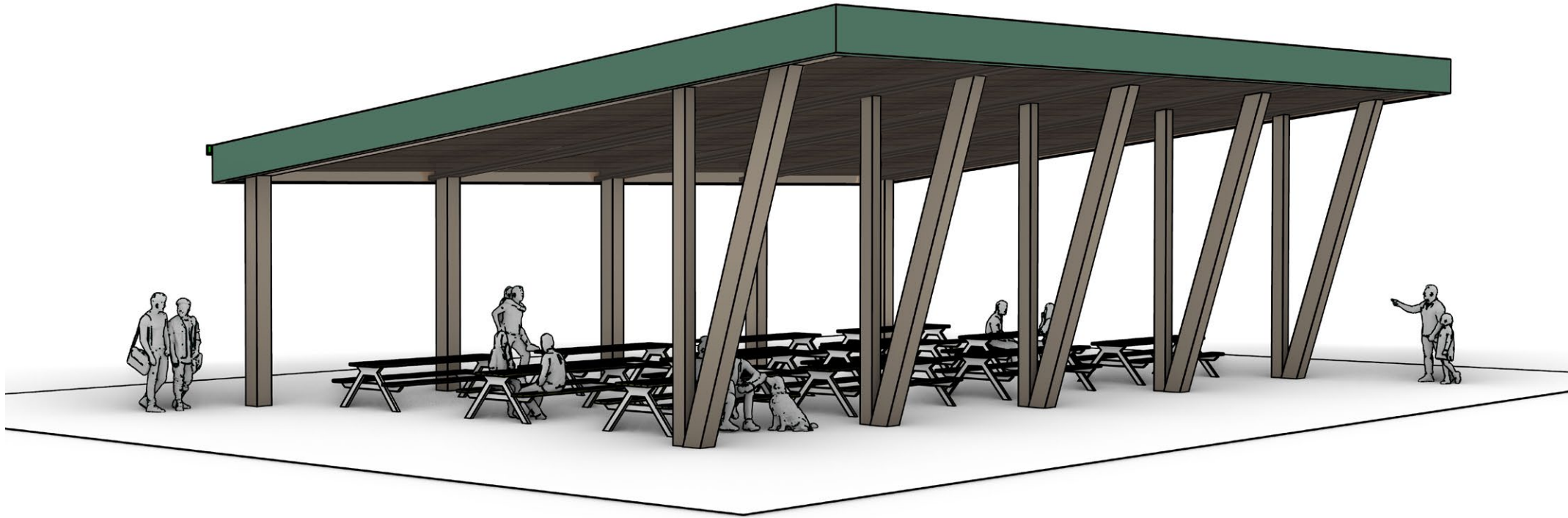


WHITE TERRAZZO

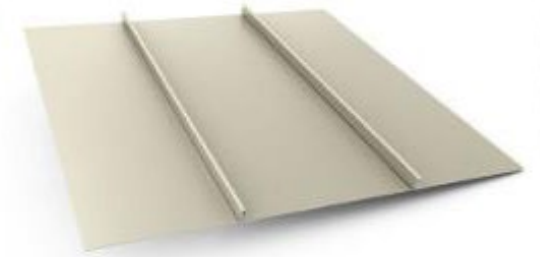


**METAL FINISH: BUCKSKIN
PAINT: DOWNING EARTH**

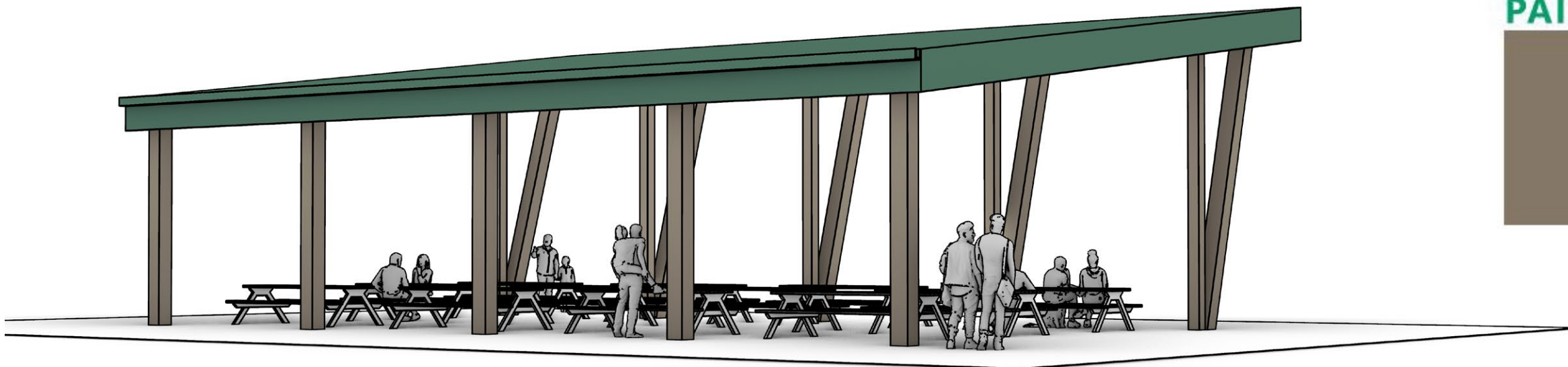




Forest Green



METAL FINISH: BUCKSKIN
PAINT: DOWNING EARTH



Stormwater / Native Meadow / Disc Golf



FUTURE CITY PARK DEVELOPMENT

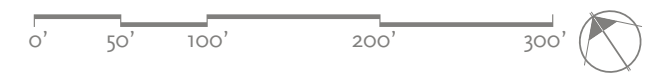
LOT 2
"ORCHARD FARM PARK"
DOC NO. 2022R-056864

PROPERTY N/F
CITY OF ST. CHARLES
PER ST. CHARLES COUNTY GIS

TOTAL AREA
97.38 ACRES



DISC GOLF COURSE - LAYOUT PLAN
LEGACY FARMS PARK PHASE ONE IMPLEMENTATION CITY OF ST CHARLES, MO



APRIL 1, 2026





DISC GOLF & NATIVE AREA: CONCEPT IMAGERY

LEGACY FARMS PARK PHASE ONE IMPLEMENTATION CITY OF ST CHARLES, MO

FUTURE CITY PARK DEVELOPMENT

LOT 2
"ORCHARD FARM PARK"
DOC NO. 2022R-056864

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CITY OF ST. CHARLES
PER ST. CHARLES COUNTY GIS

TOTAL AREA
97.38 ACRES

Playground
Underdrain System

Seasonally Wet Basin -
Wetland Plantings

Overland Overflow to
Borrow Area

COPPERFIELD CT.

BOSCHERTOWN RD.

MISSOURI STATE HIGHWAY B

HIGHWAY B

MISSOURI STATE HIGHWAY



STORMWATER PLAN AND NATIVE MEADOW AREA

LEGACY FARMS PARK PHASE ONE IMPLEMENTATION CITY OF ST CHARLES, MO



APRIL 1, 2026





DISC GOLF AREA - RENDERING
LEGACY FARMS PARK PHASE ONE IMPLEMENTATION CITY OF ST CHARLES, MO

APRIL 1, 2026





NATURE EDUCATION AREA - RENDERING
LEGACY FARMS PARK PHASE ONE IMPLEMENTATION CITY OF ST CHARLES, MO

APRIL 1, 2026



Project Budget / Schedule / Next Steps



PROJECT BUDGET

- **BUDGET REFINEMENT OF DESIGN PLANS HAS BEEN PERFORMED TO MEET \$5 MILLION CONSTRUCTION BUDGET**
- **AREAS BEING EXPLORED FOR POTENTIAL ADDITIONAL COST SAVINGS**
 - * **Playground Install (Contractor vs Direct Purchase)**
 - * **Plantings/Trees (Contractor vs Foundation Donor Program)**
 - * **Benches (Foundation Donor Program)**
 - * **Disc Golf (Contractor vs Direct Purchase)**
 - * **Pump Track Supply and Install (Contractor vs Direct Purchase)**



NEXT STEPS

- **P+Z Presentation** **May 11, 2026**
- **Constr. Documents / Permitting (100%)** **Late April / Early May**
- **Bidding / Construction Contracting.....** **May Thru June**
- **Board Approval of Construction Contract.....** **July 15, 2026**
- **Project Construction** **July 26' - Spring 27'**



St. Charles Parks and Recreation Board

MEMORANDUM

Date: March 27, 2026

From: Chris Atkinson, Assistant Director of Parks & Recreation

RE: Purchase and install of replacement slide at the Blanchette Playground*

Summary:

The Blanchette Park Playground was installed in 2005. The playground is not scheduled to be replaced until at least 2032 in the current CIP. Part of the design of that playground was the installation of four stainless steel slides that were custom ordered and built for this playground from a company called HAGS located in Sweden. Metal slides were chosen due to the fact that plastic park slides can build up static electricity that discharges into cochlear implants (CIs), causing the device to stop working until re-calibrated.

Earlier this year during routine playground safety inspections staff discovered an issue with the large metal slide that is connected to the tower system. See attached images of the slide and the issue.

Staff immediately blocked off access to slide and reached out to the vendor/contractor who did the original install to check on possible repair options. Due to the age of the playground and the custom nature of the original order it is not possible to get replacement parts to make repairs to the slide. Options are:

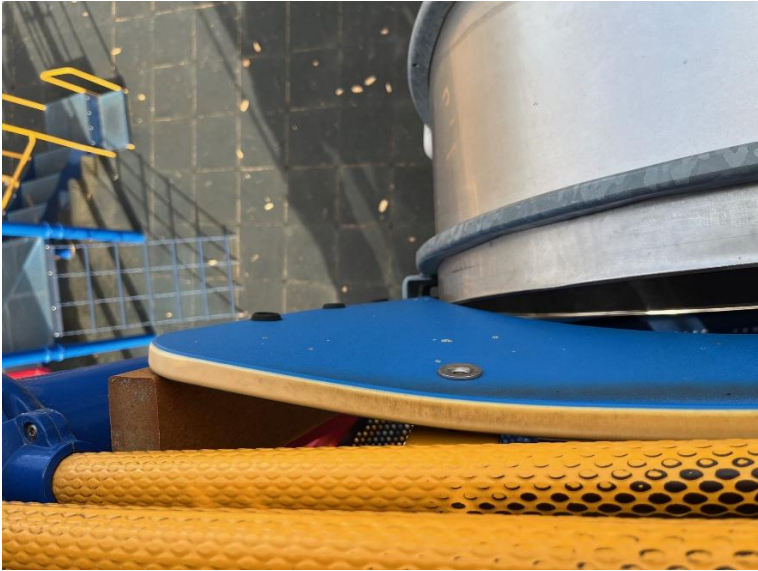
- Option 1. Remove the slide and repair with a solid play panel.
Time: 4-6 weeks.
Cost: \$3,000-\$5,000.
- Option 2. Remove the slide and replace with a traditional plastic playground slide.
Time: 4-6 weeks.
Cost: \$20,000-\$25,000 (Depending on slide style)
- Option 3. Remove slide and replace with current metal slide.
Time: 16-24 weeks.
Cost: \$50,000 - \$75,000 (Depending on slide style)

It is staff's recommendation to move forward with Option 2. The playground users will still get a similar play/slide experience and the repair can be made in a timely manner. The slide can also be reinstalled if we choose to do so on the new playground. Funds for this project will come from 26PARKS002 Facility Repairs.

Since the purchase is over \$15,000 Park Board approval is needed.

Staff requests favorable consideration of a contract with Miracle Recreation Equipment Co. to supply and install the replacement slide at Blanchette Playground in an amount not to exceed \$22,738.73.





CONTRACT AGREEMENT

This agreement, made and entered into as of the contract date last signed below by and between Miracle Recreation Equip.Co., Party of the First Part, hereinafter called the "Contractor", and CITY OF ST CHARLES, MISSOURI, by and through its Parks and Recreation Board, Party of the Second Part, hereinafter called the "Owner".

WITNESSETH: That the Owner and the Contractor for the consideration hereinafter named agree as follows:

ARTICLE 1. Scope of Work:

The Contractor shall furnish all of the labor and materials and perform all of the work outlined in Quote #OE26005731 titled "Blanchette Park" See Exhibit A (Attached).

ARTICLE 2. Time of Completion:

The work to be performed under this Contract shall be commenced as soon as the weather permits and shall be completed in 30 working days.

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, party of the first part, the Contractor, shall pay damages to the Owner of \$150.00 per day. Those damages shall be used to pay the damages to the public affected by the project. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the party of the second part, the Owner, for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time.

ARTICLE 3. The Contract Sum:

The Owner shall pay the Contractor for the performance of the Contract a sum, not-to-exceed Twenty Two Thousand Seven Hundred Thirty Eight Dollars and Seventy Three Cents **(\$22,738.73)** which includes a 10% contingency amount of \$2,067.16 for the performance of the Contract, subject to additions and deductions provided herein, in current funds based on the actual quantities of work completed under each line item at the unit prices named in the proposal attached hereto and made a part of these documents and this contract.

ARTICLE 4. Acceptance and Final Payment:

Upon satisfactory completion of the work as determined by final inspection, and when the final estimate has been prepared and certified by the Engineer, they will submit to the City a final certificate stating that the work has been completed, under the terms and conditions thereof, and the amount, based on the final estimate, remaining due the Contractor. The City will then accept the work as fully completed and will, not later than sixty (60) days thereafter pay the Contractor the entire sum so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract; provided however, and it is understood and agreed, that as a precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract as required in IB-11. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment. The Contractor with this contract hereby warrants all of the work done under this contract for a period of one (1) year following the completion of the project

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the Engineer so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions covering final payment, and it shall not constitute a waiver of claims by the City.

ARTICLE 5. The Contract Documents:

The information for and instruction to bidders, the proposal, the bond, the general conditions of the contract, the specifications, and the drawings, together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

ARTICLE 6. Choice of Law and Venue Provision:

Choice of Law: This contract shall be deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposed and intents. Venue shall be vested in courts of appropriate jurisdiction in St. Charles County, Missouri.

ARTICLE 7. Compliance with City Code:

Contractor shall be in compliance with all City Code of Ordinances, including Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.160, neither the Contractor/Supplier or an affiliated business entity of the Contractor/Supplier shall: (1) be in arrears to the City on any taxes or debt; be in default of any contractual obligation to the City; (2) be in default as security or otherwise of any obligation to the City; or (3) be a party to a non-adjudicated, non-traffic related citation for a code violation. For complete text of Section 145.160, please contact the Purchasing Office.

ARTICLE 8. Transient Employer Obligations:

Every transient employer, as defined in Section 285.230 RSMo., must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234, RSMo., be liable for a penalty of \$500 per day until the notices required by this section are posted as required by statute.

ARTICLE 9. Proof of Lawful Presence:

Contractor acknowledges award of this City Contract requires compliance with Section 208.009 RSMo. which requires Contractor to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Contractor with this contract.

ARTICLE 10. Nondiscrimination:

Contractor agrees in the performance of this agreement that it will not discriminate against any employee or applicant for employment, in the selection and retention of subcontractors, or in procurement of materials and leases of equipment with regard to the work performed during this Contract, on the basis of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

ARTICLE 11. Compliance with Federal Work Authorization Requirements:

Contractor acknowledges award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in the federal work authorization program with respect to all persons working in connection with the contracted services. Contractor represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified work authorization program and that Contractor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is attached to this Contract and incorporated herein by this reference.

ARTICLE 12. Anti-Discrimination Against Israel Act Certification

Pursuant to Section 34.600 RSMo, as amended, Contractor, hereby certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that this certification is not applicable as the value of this contract is less than \$100,000 or Contractor has less than ten (10) employees.

IN WITNESS WHEREOF the parties have to hereto executed this Agreement the date of the year first above written.

ST. CHARLES PARKS AND RECREATION BOARD

CITY OF SAINT CHARLES, MISSOURI

By: Sandy Bichel Date
President, Parks & Recreation Board.

By: Daniel J. Borgmeyer Date
Mayor


Attest:

Attest:

Anna Shy Date
Treasurer, Parks & Recreation Board.

Kimberly Hudson Date
City Clerk

Miracle Recreation Equip. Co.

 3/27/26

BY: Kevin Walker, CS Manager Date
(Please Print Name and Title)

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation and the work program contemplated thereby, and that there is a sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

Director of Finance Date



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

QUOTE: OE26005731
 CUSTOMER: 6330A10
 PROJECT: 26005379
 DESIGN NAME: Blanchette Slide

Prepared For:

PURCHASING

ST. CHARLES PARK DEPT
 1900 W. RANDOLPH ST.
 SAINT CHARLES, MO 63301

Project Name & Location:

Blanchette Park

Attn: Blanchette Park

Prepared by:

HUTCHINSON RECREATION &
 DESIGN, INC.
 Brad Hutchinson
 1000 EDGEWATER POINT DRIVE
 STE 101
 LAKE ST. LOUIS, MO 63367
 314 436 5000 (phone)

Ship To Address:

Darin Kleine
 St Charles Parks
 1900 West Randolph Street
 Blanchette Park
 Saint Charles, MO 63301, USA
 +16362089669 (phone)

End User:

Chris Atkinson
 ST CHARLES PARKS
 1900 West Randolph Street
 Saint Charles, MO 63301, USA
 +16369493372 (phone)
 chris.atkinson@stcharlesparks.com

Quote Number: OE26005731
 Quote Date: 3/24/2026
 Valid For: 30 Days From Quote Date

Climber

Product line: Freestanding
 Age group: 5-12_ASTM

Global defaults

Accent	BLUE
Clamp	BLUE
Panel	BLUE-YELLOW-BLUE
Tube Flange 01	BLUE
Tube Flange 02	BLUE
Tube Flange 03	BLUE
Tube Rockite	BLUE
Tube Rockite Entry	BLUE
Tube Rockite Exit	BLUE

Components

Part Number	Description	Qty	Weight	Unit Price	Total
714742143L	30" ID S TUBE SLIDE LH (14' DK)	1.00	1,300.00	10,721.00	10,721.00
7148302	UPPER ENCLOSURE FOR TUBE SLIDE	1.00	40.00	1,030.00	1,030.00

RiskSign_Included

Product line: Freestanding
Age group:

Global defaults

Post - FS BLUE

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1.00	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
105295	BAG ZIPLOCK 12" X 14" X 4MIL(OFFICE USE)	1.00	0.00	0.00	0.00
925961	THUMB DRIVE 2GB - MREC	1.00	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1.00	0.00	0.00	0.00

Totals:

Equipment Weight: 1,340.00 lbs
Equipment List: \$11,751.00
Discount Amount: -\$1,762.65
Equipment Price: \$9,988.35
Products Subtotal: \$9,988.35
Freight: \$1,183.22 Code: Needed
Installation: \$9,500.00
SubTotal: \$20,671.57
Grand Total: \$20,671.57

Notes:

SOURCEWELL #101625-PLP-3I

INSTALL INCLUDES - REMOVE/DISPOSE EXISTING STEEL SLIDE AND SUPPORTS. INSTALL NEW MIRACLE SLIDE. REMOVE/DISPOSE OF ANY NEW FOOTING ITEMS. UNLOAD EQUIPMENT ON-SITE FOR STORAGE/SECURITY BY OTHER. OTHER TO DO ALL SURFACING RELATED ITEMS AND EXPAND OUT WHERE NEEDED.

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from

Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: OE26005731 **Quote Date:** 3/24/2026 **Equipment:** \$11,751.00 **Grand Total:** \$20,671.57

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

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

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

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

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

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

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

8. Waiver; Invalidation. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or

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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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