

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

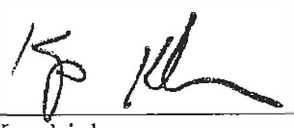
Term. 26

In the County Commission of said county, on the 24th day of March 20 26

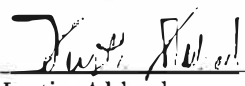
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve Cooperative Contract Award: C001096 (Omnia Partners Contract 2017001134) Playground and Outdoor Fitness Equipment Site Accessories, Surfacing, and Related Products and Services with Playcore Wisconsin, LLC d/b/a GameTime for the Boone County Public Safety Childcare Center - Term and Supply. The terms of the contract are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

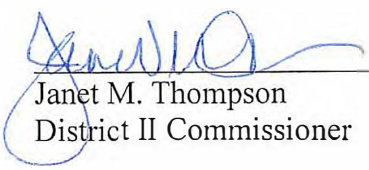
Done this 24th day of March 2026.



Kip Kendrick
Presiding Commissioner

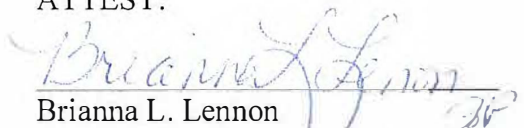


Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:


Brianna L. Lennon
Clerk of the County Commission

Boone County Purchasing

Michelle Brooks
Buyer



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Michelle Brooks
DATE: March 20, 2026
RE: Cooperative Contract Award: C001096 (Omnia Partners Contract 2017001134) Playground and Outdoor Fitness Equipment Site Accessories, Surfacing, and Related Products and Services with Playcore Wisconsin, LLC d/b/a GameTime for the Boone County Public Safety Childcare Center - Term and Supply

The Purchasing Department requests approval of the NCPA an Omnia Partners Company contract 20017001134 for Playground and Outdoor Equipment with Playcore Wisconsin, LLC d/b/a GameTime. This contract will be used by the Boone County Public Safety Childcare Center. The county contract number is C001096.

The contract period runs date of award through December 30, 2026.

This is a Term & Supply contract.

cc: Contract File
Ami Hayse, Public Safety Childcare Center

Location ▼

Dates ▼

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Gen. Business - For Profit Details as of 3/9/2026

Required Field *

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

To terminate an entity two documents are required:

General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination

Limited Liability Companies - Notice of Winding up followed by Articles of Termination

File Registration Reports - click FILE REGISTRATION REPORT.

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Amended Articles Accepting Professional Corporation Law (Corp 43)

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General Information	Filings	Principal Office Address		
	Name(s)	PLAYCORE WISCONSIN, INC.	Principal Office Address	544 Chestnut St Chattanooga, TN 37402-4900
	Type	Gen. Business - For Profit	Charter No.	F001327176
	Domesticity	Foreign	Home State	WI
	Registered Agent	<u>C T CORPORATION SYSTEM</u> 5661 Telegraph Rd Ste 4B Saint Louis, MO 63129-4275	Status	Good Standing
	Date Formed	4/20/2017		
	Duration	Perpetual		
	Report Due	7/31/2027		

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Amended Articles Accepting Professional Corporation Law (Corp 43)

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General Information	Filings	Principal Office Address		
	Name(s)	GAMETIME, INC.	Principal Office Address	5918 Old Pineville Rd CHARLOTTE, NC 28217-4106
	Type	Gen. Business - For Profit	Charter No.	F00511807
	Domesticity	Foreign	Home State	VA
	Registered Agent	BUSINESS FILINGS INCORPORATED 5981 Telegraph Rd Ste 4B Saint Louis, MO 63126-4275	Status	Good Standing
	Date Formed	8/10/2002		
	Duration	Perpetual		
	Report Due	11/30/2028		

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**PURCHASE AGREEMENT
FOR
Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and
Related Products and Services
Term and Supply**

THIS AGREEMENT, C001096 dated the 24 day of March 2026 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Playcore Wisconsin, Inc. d/b/a GameTime herein "Contractor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** – This agreement shall consist of this Purchase Agreement for a term and supply contract with Playcore Wisconsin, Inc. d/b/a GameTime to furnish, deliver and install playground Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services compliant with all bid specifications and any addendum issued for the Omnia Partners contract **2017001134**, Boone County Insurance Requirements, Work Authorization Certification, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Standard Terms & Conditions and the Omnia contract 2017001134 shall prevail and control over the Contractor's bid response or Contractor's quote forms.
2. **Contract Duration** – This agreement shall commence on **the Date of the Award and extend through December 30, 2026**, subject to the provisions for termination specified below.
3. **Purchase** – The County agrees to purchase from the Contractor, and the Contractor agrees to supply the County with Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

Minimum Order is \$50.00.

Playground Area 1	\$ 38,960.34
Playground Area 2	\$ 46,209.76
Install Of Playground Area 1 and 2	\$ 42,935.00
Synthetic Grass & Poured in	
Place Surfacing	\$ 63,318.78
Poured in Place Safety Surfacing	\$ 69,661.79
Freight	<u>\$ 4,373.74</u>
Total:	\$ 250,769.41

Volume Discounts: Volume single purchases shall be eligible for an additional discount of 5% for orders totaling \$50,000 to \$75,000; 10% from \$75,000-\$100,000; 15% for orders exceeding \$100,000.

1.0 **Park and Playground Equipment** including, but not limited to, themed systems, stand-alone activities, system components, and replacement parts.

1.1	GameTime Play Equipment	Principal Components	24%
		Primary Components	20%
		Ancillary Accessories	18%
		Complimentary Products	16%
		Companion Accessories	9%
		Auxiliary Products (Landmark Design & Custom Product)	6%
		Enhancement Products	3%
		Exempt Specials	0%
1.2	BigToys Play Equipment	EarlyWorks (6 months) & Beyond	6%
1.3	Harmony Park Freenotes	Musical Instruments	5%
1.4	Snug	Early Childhood Play Equipment	6%
1.5	UltraPlay	Play Equipment	6%
1.6	UltraPlay – Discovery Centers	Play Equipment	6%
1.7	UltraPlay – Early Play	Early Childhood Play Equipment	6%
1.8	UltraPlay – NatureRocks	Climbing Rocks	6%

2.0 **Outdoor Fitness Equipment** for all ages and levels including, but not limited to, challenge courses, strength building and resistance mechanisms, multigenerational fitness, optional precision timing systems, climbing walls, pool equipment, pool lifts, and pool timing systems.

2.1	GameTime Fitness	Companion Accessories	9%
		Auxiliary Products	6%
		Contributory Products	3%
		Exempt Accessories	0%
2.2	Colorado Time Systems	Scoreboards, Aquatic & Track Timing Systems	5%
2.3	Everlast	Climbing Walls	10%

3.0 **Site Accessories** such as, but not limited to, benches, picnic tables, planters, bike racks, bike lockers, shelter and shade structures, bleachers, grandstands, scoreboards and other related site accessories.

3.1	GameTime	Ancillary Components	3%
		Adjunct Accessories	3%
3.2	Dero	Bike Storage	5%
3.3	NRS	Bleachers	6%
3.4	GTShade	Standard & Custom Shade Structures	3%
3.5	GTShelter	Standard & Shelter Structures	4%
3.6	UltraSite	Site Furnishings & Accessories	6%

3.7	Frog Furnishings	Site Furnishings & Accessories	6%
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4.0 **Surfacing Materials** including but not limited to pour-in-place, rubber tiles, wood fiber, and recycled materials.

4.1	GameTime GTimpax Safety Surfacing Products	Engineered Wood Fiber	18%
4.2		Poured-in-Place & Bonded Rubber	
4.3		Artificial Turf	
4.4		Interlocking Rubber Tiles	
4.5		Shredded Rubber	
4.6		Specialty Products	
4.7		Maintenance & Renovation	
4.8		Surfacing Accessories	
4.9		SPRINTURF Field Turf	

5.0 **Related Products** such as water parks, skate parks, dog parks and any other related products.

5.1	Spectrum	Pool Lifts & Aquatic Components	See Price List
5.2	UltraSite - BarkPark	Dog Parks	20%
5.3	Water Odyssey	Aquatic Spray Parks	See Price List
5.4	AquaWorx	Aquatic Spray Parks	See Price List

6.0 **Services** such as, but not limited to, installation, design, layout, repair and/or maintenance, removal, disposal, project management and any other related Services to provide customer support.

6.1	GameTime Sales Agencies	Design & Project Management	No Charge
6.2	GameTime Sales Agencies	Installation, Sitework, Layout, Repair, Maintenance, Removal, Disposal	See Price List
6.3	Playground Guardian	Safety Audits & Inspections	See Price List
6.4	CORE Services	Training, Planning and Other Services	See Price List

4. **Furnishing, Delivery, and Installation** – Contractor shall provide a “not to exceed” quote for playground equipment, delivery, and installation that clearly shows the list price and the discounted contract price to the County office placing the order. Quote shall include the estimated hours for labor/installation. Invoice(s) following completion of project shall be for actual hours of installation, not to exceed the initial quote.

5. **Prevailing Wage:** If Prevailing Wage work applies, Prevailing Wage Order #32 is in effect for the initial contract period. To determine when it applies:

If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is \$75,000 or less, then the Prevailing Wage Law will NOT apply to that project.

If a quote received for a project from this Term and Supply contract for a "major repair" or "construction" of a public work project is greater than \$75,000, then the Prevailing Wage Law WILL apply to the entire project.

Special Rule for Change Orders: If the County accepts a quote for less than \$75,000 for a "major repair" or "construction" of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.

6. **OSHA Training – OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program and certify compliance by affidavit at the conclusion of the project. The Contractor shall forfeit as a penalty to the County the DocuSign Envelope ID: E0E6205C-3D18-4783-944A-AE5E7113CBE7 sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
7. **Overhead Line Protection** – The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
8. **Delivery** – All deliveries shall be made FOB Destination with freight prepaid and charged back. The seller pays the freight, and charges back the buyer by adding the freight charges to the invoices. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing.

9. **Billing and Payment** – All billing shall be invoiced to the Boone County ordering Department or Office and billings may only include pricing as determined in the contract and Contractor’s bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

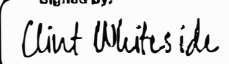
10. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

11. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
- c. Termination for Convenience - The County may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the Contractor and Contractor may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to County, or
- d. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

PLAYCORE WISONSIN, INC.
d/b/a **GAMETIME**

Signed by:

0348D86AF3A24B6...

Director of Sales Administration
title _____

BOONE COUNTY, MISSOURI
by: Boone County Commission by

Signed by:

2B83ECDD7F8E4A8...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:

7D71DEAE88D74DD...

CJ Dykhous, County Counselor

ATTEST:

Signed by:

242B827B32F14BF...

Brianna L. Lennon, County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:
Kyle Rieman by All
8E8FE1148A274E1...

3/23/2026

4131, 6500-71231 - Term and Supply
No Encumbrance Required

Signature

Date

Appropriation Account

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance: The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

Business Automobile Liability: The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written

agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The policy endorsements shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties. Nothing in the insurance procured as required herein shall be interpreted so as to waive any sovereign immunity, official immunity, or other immunity defense available to County as a political subdivision in the State of Missouri. It is not the County's intent or desire to procure insurance that would operate as a waiver of any such immunity defense.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
5551 S. Tom Bass Road
Columbia, MO 65201

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. The Contractor shall comply with all applicable federal, state, and local laws, and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at the request of the bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in the bid process, as the law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of a delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of the quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for or ownership of any item purchased until the same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.
17. Should an audit of the Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with the bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, the Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the 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.
20. For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
21. Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.
22. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
23. The resulting agreement may be extended beyond the expiration date by order of the County on a month-to-month basis if the County cannot re-bid and/or award a new contract before the expiration date.
24. The County as a public governmental body is subject to the Missouri Sunshine Law (Chapter 610 RSMo) and will comply with requests for documents in accordance with that law.

Contract#: 2017001134

Amendment#: 17

Vendor#: 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SEVENTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS
AND SERVICES

THIS SEVENTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Seventeenth Amendment") is made and entered into this 22nd of January 2026 by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018, to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019, to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021, to incorporate new products, unit price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021, to incorporate a 4.7% material surcharge.
- J. The parties amended the Contract on May 17, 2021, to incorporate a 5.3% material surcharge.
- K. The parties amended the Contract on July 14, 2021, to incorporate a 5% material surcharge.
- L. The parties amended the Contract on December 1, 2021, to add new Products and Services and to incorporate the 2022 Master Price List and Freight Rate Schedule.
- M. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.
- N. The parties amended the Contract on December 5, 2022, to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and incorporate certain other changes.
- O. The parties amended the Contract on July 10, 2023, to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.

Contract#: 2017001134

Amendment#: 17

Vendor#: 121531

- P. The amended the Contract on December 22, 2023, to add new Products and Services and, incorporate the 2024 Master Price List and Freight Rate Schedule and incorporate certain other changes.
- Q. The parties amend the Contract on January 22, 2025, to add new Products and Services and incorporate the 2025 Master Price List and Freight Rate Schedule and incorporate certain other changes.
- R. The parties now desire to amend the Contract to extend the Term of the Contract by an additional six months and to incorporate 2026 Master Price List and Freight Rate Schedule.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Seventeenth Amendment by reference.
- 2. Defined terms used in this Seventeenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Seventeenth Amendment extends the Term of the Contract by six months to expire on December 30, 2026
- 4. This Seventeenth Amendment replace in their entirety Exhibit A - Pricing Sheets of the Contract and replace with Exhibit A.4 2026 Master GameTime OMNIA Price List which are attached.
- 5. This Seventeenth Amendment replace in their entirety Exhibit D - Freight Rate Schedule of the Contract and replace with Exhibit D.4 2026 GameTime OMNIA Contract Freight Rates which are attached
- 6. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2017001134

Amendment#: 17

Vendor#: 121531

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Seventeenth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN INC.
DBA GAMETIME:

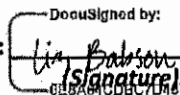
BY: 
(Signature)

PRINT NAME: Clint Whiteside

TITLE: Director of Sales

DATE: 1/1/2026

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

DocuSigned by:
BY: 
(Signature)

PRINT NAME: Liz Babson

TITLE: Deputy City Manager

DATE: 1/22/2026

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG****SIXTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS SIXTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Sixteenth Amendment") is made and entered into this 22 of January, 2025, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018, to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019, to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021, to incorporate new products, unit price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021, to incorporate a [REDACTED] material surcharge.
- J. The parties amended the Contract on May 17, 2021, to incorporate a [REDACTED] material surcharge.
- K. The parties amended the Contract on July 14, 2021, to incorporate a [REDACTED] material surcharge.
- L. The parties amended the Contract on December 1, 2021, to add new Products and Services and to incorporate the 2022 Master Price List and Freight Rate Schedule.

- M. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.
- N. The parties amended the Contract on December 5, 2022, to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and incorporate certain other changes.
- O. The parties amended the Contract to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.
- P. The amended the Contract to add new Products and Services and, incorporate the 2024 Master Price List and Freight Rate Schedule and incorporate certain other changes.
- Q. The parties now desire to amend the Contract to add new Products and Services, and incorporate the 2025 Master Price List and Freight Rate Schedule and incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT


- 1. The terms of the Contract are restated by and incorporated into this Sixteenth Amendment by reference.
- 2. Defined terms used in this Sixteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety to the adjustments in the 2025 Master Price List which are attached hereto as Exhibit A.3.
- 4. The Freight Rate Schedules in Exhibit D of the Contract are hereby replaced in their entirety to the adjustments in the 2025 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.3.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Sixteenth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN INC.
DBA GAMETIME:

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(Signature)

BY: See attachment below
(Signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Director of Sales

TITLE: _____

DATE: 12/20/2024

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: January 21, 2025

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2017001134

Amendment #: 16

Contract Name: Playground and Outdoor Fitness Equipment, Site Accesories, Surfacing, and Related

Vendor Legal Name: Playcore Wisconsin, Inc., dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, L.L.C. Two Alliance Center 550 Lanox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CH10232889-CAS-99LAWX-23-24	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: <u>Evansville Insurance Company</u></td> <td>55371</td> </tr> <tr> <td>INSURER B: <u>Continental Casualty Company</u></td> <td>20449</td> </tr> <tr> <td>INSURER C: <u>American Casualty Company of Reading, Pa</u></td> <td>20427</td> </tr> <tr> <td>INSURER D: <u>Transportation Insurance Co</u></td> <td>20494</td> </tr> <tr> <td>INSURER E: <u>National Union Fire Ins Co of Pittsburgh PA</u></td> <td>19445</td> </tr> <tr> <td>INSURER F: <u>The Continental Insurance Company</u></td> <td>55289</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: <u>Evansville Insurance Company</u>	55371	INSURER B: <u>Continental Casualty Company</u>	20449	INSURER C: <u>American Casualty Company of Reading, Pa</u>	20427	INSURER D: <u>Transportation Insurance Co</u>	20494	INSURER E: <u>National Union Fire Ins Co of Pittsburgh PA</u>	19445	INSURER F: <u>The Continental Insurance Company</u>	55289
INSURER(S) AFFORDING COVERAGE	NAIC#														
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INSURER F: <u>The Continental Insurance Company</u>	55289														

COVERAGES **CERTIFICATE NUMBER:** ATL004719473-23 **REVISION NUMBER:** 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
A. COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000,000 PER O.C. GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	MLV2P00002207	03/01/2024	06/30/2025	EACH OCCURRENCE	\$ 2,000,000
				DAMAGE TO RENTED PREMISES (PER OCCURRENCE)	\$ 100,000
				MED EXP (Any one person)	\$ 10,000
				PERSONAL & ADJ INJURY	\$ 2,000,000
				GENERAL AGGREGATE	\$ 4,000,000
				PRODUCTS - COMPLETION	\$ 4,000,000
				POLICY AGGREGATE	\$ 10,000,000
B. AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	BVA703989527	03/01/2024	06/30/2025	COMBINED SINGLE LIMIT (Per accident)	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
				Comp/Coll. Ded.: \$1,000	\$
F. UMBRELLA LIAB <input checked="" type="checkbox"/> DECLR RECOVER LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y09944005 RETENTION Umb Catastrophe \$25,000	03/01/2024	06/30/2025	EACH OCCURRENCE	\$ 10,000,000
				AGGREGATE	\$ 10,000,000
C. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	WC 7 39895380 WC 7 39895344 WC 7 39816274 WC 7 39829062	03/01/2024 03/01/2024 03/01/2024 03/01/2024	03/01/2025 03/01/2025 03/01/2025 03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
				E.L. EACH ACCIDENT	\$ 1,000,000
				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E. Excess Umbrella	84372118	03/01/2024	03/01/2025	Each Occurrence	15,000,000
				Aggregate	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / SCHEDULES (ACORD 101, Additional Remarks, Schedule, may be attached if more space is required)
 NE - Contract 2017001134-23 - Playground and Outdoor Fitness Equipment, Site Assessments, Surfacing, and Related Products and Services
 City of Charlotte, officials, agents, and employees, as listed as additional insured with respect to general liability in their interests may appear, during and after completion of the referenced project, on a primary and non-contributory basis via CG 2010-01163, when required by written contract. A Waiver of Subrogation applies in favor of the additional insured on the Workers Compensation policy where required by written contract.

CERTIFICATE HOLDER City of Charlotte 540 East Fourth Street Charlotte, NC 28202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA L.L.C.
---	---

AGENCY CUSTOMER ID: CN102828389

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC		NAMED INSURED Playcore Wisconsin, Inc. aka GameTime 150 PlayCore Drive SE Fost Payne, AL 35967	
POLICY NUMBER		EFFECTIVE DATE:	
GARNER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
 FORM NUMBER: 26 FORM TITLE: Certificate of Liability Insurance

Workers Compensation (Continued)

Carrier: Transportation Insurance Company
 Policy Number: WG 703916063
 Date: 08/01/2024 - 08/31/2025

WCT 3893530 - AL, CO, FL, GA, ID, IL, IN, KS, KY, MA, NE, MD, MI, MN, MO, MT, NV, NY, NC, OH, PA, SC, TN, TX, UT, VA
 WCT 3893534 - CA
 WCT 3891607 - AZ, OR, WI
 WC 703916063 - OH, ND, WY, WA

POLICY NUMBER: MKLV2PBC002287

EFFECTIVE: AUGUST 1, 2024

EXPIRES: AUGUST 1, 2025

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured (the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**FIFTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS FIFTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Fifteenth Amendment") is made and entered into this 22 of December 2023, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018, to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019, to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021, to incorporate new products, unit price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021, to incorporate a █ % material surcharge.
- J. The parties amended the Contract on May 17, 2021, to incorporate a █ % material surcharge.
- K. The parties amended the Contract on July 14, 2021, to incorporate a █ % material surcharge.
- L. The parties amended the Contract on December 1, 2021, to add new Products and Services and to incorporate the 2022 Master Price List and Freight Rate Schedule.

- M. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.
- N. The parties amended the Contract on December 5, 2022, to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and incorporate certain other changes.
- O. The parties amended the Contract to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.
- P. The parties now desire to amend the Contract to add new Products and Services and incorporate the 2024 Master Price List and Freight Rate Schedule and incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Fifteenth Amendment by reference.
- 2. Defined terms used in this Fifteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety to the adjustments in the 2024 Master Price List which are attached hereto as Exhibit A.2.
- 4. The Freight Rate Schedules in Exhibit D of the Contract are hereby replaced in their entirety to the adjustments in the 2024 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.2.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fifteenth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN INC.
DBA GAMETIME:

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(Signature)

BY: See Attachment Below
(Signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Director of Sales

TITLE: _____

DATE: 12/18/2023

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: December 21, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2017001134

Amendment #: 14

Contract Name: Playground Equipment, Site Accessories, Surfacing, and Related Products and Services

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

City of Charlotte
Liz Babson
City of Charlotte

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2026

In the County Commission of said county, on the 24th day of March 20 26

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone, upon the recommendation of outside class counsel, does hereby approve the participation agreements for the national opioid litigation settlements with the six (6) remnant defendants: Associated Pharmacies, Inc.; JM Smith Corporation; Morris and Dickson Co. LLC; Louisiana Wholesale Drug Company, Inc.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc.

The Presiding Commissioner is authorized to sign said participation agreement and the County Counselor is authorized to upload an executed version to the national litigation's online portal.

Done this 24th day of March 2026.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

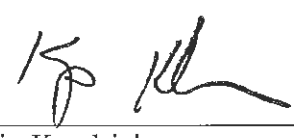
Term. 206

In the County Commission of said county, on the 24th day of March 20 26

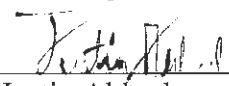
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Amendment for Department 2142 (Resource Management Grants) to establish a budget for the Greater Bonne Femme Watershed.

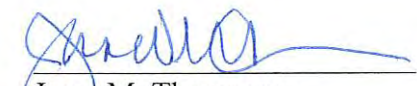
Done this 24th day of March 2026.



Kip Kendrick
Presiding Commissioner

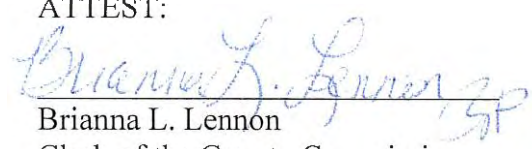


Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:



Brianna L. Lennon
Clerk of the County Commission

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2026

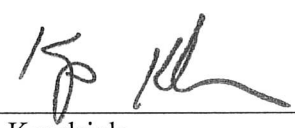
In the County Commission of said county, on the 24th day of March 20 26

the following, among other proceedings, were had, viz:

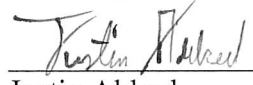
Now on this day, the County Commission of the County of Boone does hereby grant permanent utility easement to Boone Electric Cooperative to serve the Boone County Sheriff's Office Regional Training Center.

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Utility Easement authorization on behalf of Boone County.

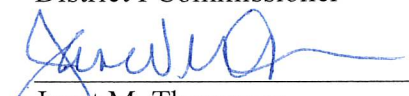
Done this 24th day of March 2026.



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Recording Date/Time: 03/25/2026 at 12:41:44 PM

Book: 6128 Page: 34

Instr #: 2026005217

Pages: 3

Fee: \$30.00 S



Bob Nolte
Recorder of Deeds

Utility Easement

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Boone County, Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, successors in office to the Judges of the County Court of Boone County, Missouri, GRANTOR, on this 24th day of March, 2026, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants unto Boone Electric Cooperative, a Missouri rural electric cooperative, whose address is 1413 Rangeline Street, PO Box 797, Columbia, Missouri, 65205-0797, "Grantee", a utility easement with the right, privilege and authority to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace, and remove utility lines and utility facilities over, under, across, and upon the following described real estate situated in Boone County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN SECTION 30, TOWNSHIP 49 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF A TRACT AS SHOWN BY SURVEY RECORDED IN BOOK 767, PAGE 785 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT D, AS SHOWN BY A SURVEY RECORDED IN BOOK 1196, PAGE 466, SAID POINT BEING ON THE WEST LINE OF A 100 FOOT EASEMENT AS SHOWN BY SAID SURVEY AND WITH THE EAST LINE OF SAID TRACT D, S 16°14'20"E, 324.99 FEET; THENCE CONTINUING ALONG SAID 100 FOOT EASEMENT, S 8°31'35"E, 46.70 FEET TO THE POINT OF BEGINNING:


THENCE FROM THE POINT OF BEGINNING, STRIP BEING 20.00 FEET WIDE, 10.00 FEET LYING LEFT AND RIGHT AND ADJACENT TO THE FOLLOWING DESCRIBED CENTERLINE, N 87°17'00"W, 67.01 FEET TO THE END OF THIS DESCRIBED CENTERLINE. THE SIDELINES BEING SHORTENED OR ELONGATED TO MEET THE WEST LINE OF SAID EASEMENT.

SEE EXHIBIT A

That easement is a nonexclusive easement over and across that land, with right of ingress and egress to and from that land to place and install underground electrical equipment.


Grantee will have full right of ingress and egress to, from, and over easement for doing anything necessary or useful for the enjoyment of the easement. Grantor will keep the easement clear of all future buildings, structures, obstructions that might interfere with the operation or maintenance of the electric equipment, except where permitted by Grantee.

BOONE COUNTY, MISSOURI
By and through its County Commission



Kip Kendrick, Presiding Commissioner

ATTEST:

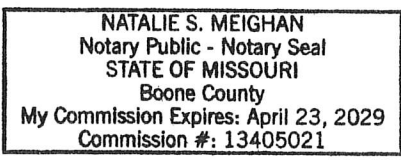


Brianna Lennon, County Clerk

State of Missouri)
) ss
County of Boone)

On this 24th day of March 2026, before me personally appeared Kip Kendrick, to me known to be the duly elected Presiding Commissioner of the County Commission of Boone County, Missouri and person described in and who executed the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein stated on behalf of said County as authorized signatory for the County Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Boone and State aforesaid, the day and year first above written.





NATALIE S. MEIGHAN, Notary Public


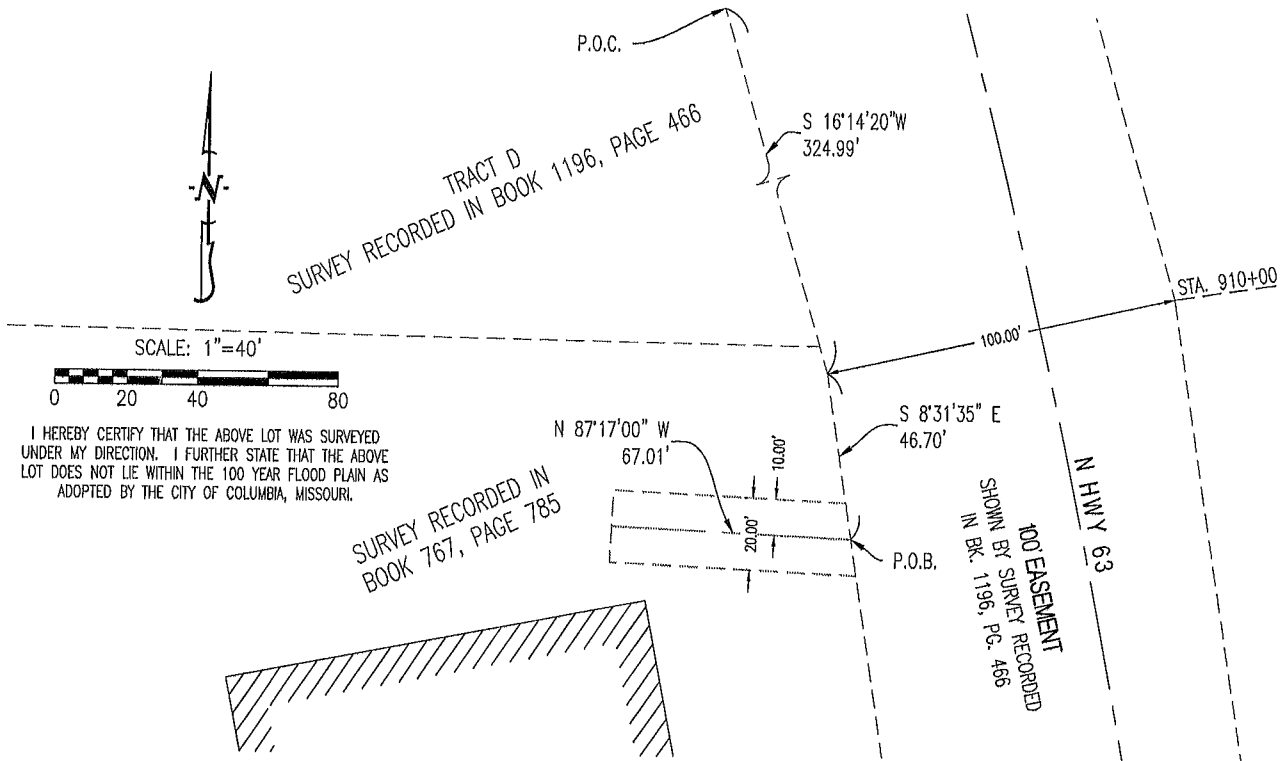
 <p>CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd., Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com</p>	CORPORATE NO: 2000151304		<p>ELECTRIC ESMT.</p>
	DATE: 6/13/2025	SCALE: 1" = 40'	
	PROJECT: 230804	DRAWN BY: JWS	

EXHIBIT A
SHEET 2 OF 2



I HEREBY CERTIFY THAT THE ABOVE LOT WAS SURVEYED UNDER MY DIRECTION. I FURTHER STATE THAT THE ABOVE LOT DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN AS ADOPTED BY THE CITY OF COLUMBIA, MISSOURI.