AMENDED: NOVEMBER 3, 2025

AGENDA

Regular Session of the City Council of the City of Saint Charles, Missouri
Council Chambers – 4th Floor – City Hall – 200 North Second Street
Tuesday, November 4, 2025
7:00 p.m.

All persons who desire to provide public comment
Must complete a Speaker's Card in its entirety and present it to the City Clerk
Prior to the 7:00 p.m. start of the City Council meeting to be eligible to speak

1. ROLL CALL

2. INVOCATION AND PLEDGE OF ALLEGIANCE
   Pledge of Allegiance led by City of Saint Charles Leader of Tomorrow Parker Ludwig

3. PRESENTATIONS/AWARDS/PROCLAMATIONS
   A. Recognition of the Promotion of Joe Gragnani to Fire Chief
   B. Recognition of the Promotion of Jamie Young to Deputy Fire Chief
   C. A Proclamation Declaring November 25, 2025 as the 35th Annual No Hunger Holiday in the City of Saint Charles, Missouri
   D. A Proclamation Declaring November, 2025 as National Native American Heritage Month in the City of Saint Charles, Missouri
   E. A Proclamation Declaring November, 2025 as Saint Charles Salutes Month in the City of Saint Charles, Missouri

4. PUBLIC COMMENTS – 3-Minute Limit Per Person
   The Public Comment portion of the meeting is an opportunity for the City Council to listen to comments from the public. It is not a question and answer session and the Mayor and City Council will not respond to comments or answer questions during this period. The Mayor or the City Council may refer any matter brought up to the Director of Administration or City Clerk if action is needed. A buzzer or notification will sound when three minutes have elapsed. All persons who desire to provide Public Comment shall complete a Speaker's Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council Meeting.

5. REPORT OF THE MAYOR

6. ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

7. PUBLIC HEARING – 5-Minute Limit per Person
   Public Hearings are an opportunity for the City Council to listen to input about a particular topic or item being considered by the Council. It is not a question and answer session and the City Council will not respond to comments or answer questions during this period. A buzzer or notification will sound when five minutes have elapsed. All persons speaking at a Public Hearing shall complete a Speaker's Card in its entirety and present it to the City Clerk prior to the scheduled start of the City Council meeting.

   A. Case No. CU-2024-18 (Clement Management Services LLC) An application to amend a previously approved Conditional Use Permit per §400.220(C)(1)(c) for the expansion of temporary motor vehicle storage within "C-2" General Business

District for an approximate 3.49 acre tract of land located at 201 Arco Drive. The subject property is located in Ward 6. ***(RCA Attached)***

B. Case No. Z-2025-10 (Keith A. Van Gennip) An application to annex and establish the zoning for 0.35 acres (more or less) located at 1020 Meadow Lane, from St. Charles County "R1E" Single Family Residence to the City of St. Charles "R-1E" Single Family Residential District. The subject property is located on the east side of Meadow Lane and south of Veterans Memorial Parkway. The subject property will be located in Ward 6 upon annexation. ***(Council Bill 14022)***

C. Case No. Z-2025-11 (WOCO Partners, LLC) An application to annex and establish the zoning for 1.57 acres of an overall 6.57 acre tract of land located at the southeast corner of Muegge Road and S. Old Highway 94, from St. Charles County "R1E" Single Family Residence to the City of St. Charles "C-2" General Business District. The subject property will be located in Ward 5 upon annexation. ***(RCA Attached)***

This item was requested to be TABLED until the December 8, 2025 Planning & Zoning Commission meeting. Public Hearing should be held over until the January 6, 2026 Regular City Council Meeting.

Action: I move to hold the Public Hearing open on Case No. Z-2025-11 until the January 6, 2026 Regular City Council Meeting.

D. Case No. Z-2025-12 (WOCO Partners, LLC) An application to annex and establish the zoning for 5.0 acres of an overall 6.57 acre tract of land generally located at the southeast corner of Muegge Road and S. Old Highway 94, from St. Charles County "R1E" Single Family Residence to the City of St. Charles "R-3A" Multiple Family Residential District. The subject property will be located in Ward 5 upon annexation. ***(RCA Attached)***

This item was requested to be TABLED until the December 8, 2025 Planning & Zoning Commission meeting. Public Hearing should be held over until the January 6, 2026 Regular City Council Meeting.

Action: I move to hold the Public Hearing open on Case No. Z-2025-12 until the January 6, 2026 Regular City Council Meeting.

E. Case No. Z-2025-13 (WOCO Partners, LLC) An application to rezone a 5.0 acre tract of land generally located at the southeast corner of Muegge Road and S. Old Highway 94, from "R-3A" Multiple Family Residential District to "PD-R" Planned Development - Residential. The subject property will be located in Ward 5 upon annexation. ***Application WITHDRAWN by the Applicant. No Council Action Required. (RCA Attached)***

8. CONSENT AGENDA
   A. Approval of Council Minutes and Reports
      1. Regular City Council Meeting of October 7, 2025
      2. Regular City Council Meeting of October 21, 2025

B. Receipt of Reports from Boards, Commissions and Committees
   1. Greater Saint Charles Convention & Visitors Commission Meeting of August 28, 2025
   2. Greater Saint Charles Convention & Visitors Commission Meeting of September 25, 2025
   3. Landmarks Board Meeting of September 22, 2025

C. Receipt of Director of Administration Reports

D. Approval of Contracts and Easements
   1. Supplemental Agreement No. 5 with Crawford, Murphy, & Tilly, Inc. (CMT) to Provide Additional Engineering Services for the Main Street Extension Project in the amount of $264,237.92 for a Total Contract not to Exceed $1,484,517.94
   2. Amendment No. 1 with Shi International for the Purchase of Additional Microsoft 365 Licenses in the Amount of $455,655.00 for a Total Contract Amount not to Exceed $530,325.00
   3. Contract with ESI to Purchase a Hosted VoIP Telephone System for a Five Year Agreement not to Exceed $407,527.25

E. Preliminary Plats

F. Miscellaneous
   1. Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law *(Parks Department)*
   2. Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law *(Finance Department)*
   3. Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law *(Department of Administration)*
   4. Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law *(Municipal Courts)*

9. ITEMS REMOVED FROM THE CONSENT AGENDA

*10. RESOLUTIONS

A. A RESOLUTION WAIVING UTILITY LATE FEES AND INTEREST AND SUSPENDING UTILITY SERVICE DISCONNECTIONS FOR RESIDENTIAL CITY CUSTOMERS FOR NOVEMBER AND DECEMBER 2025 DUE TO THE SNAP FUNDING LAPSE *(SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER)*

11. BILLS FOR FINAL PASSAGE

BILL 14017

AN ORDINANCE AUTHORIZING ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSISTING OF SANITARY SEWER AND MANHOLES, STORM SEWERS AND

STRUCTURES, AND WATER MAIN AND HYDRANTS AT THE OAKLEIGH PARK ADDITION, AND AUTHORIZING RELEASE OF SECURITY RELATED THERETO *(SPONSOR: DENISE MITCHELL)*

BILL 14018
AN ORDINANCE AMENDING ORDINANCE NUMBER 24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE BUDGET FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #10) *(SPONSOR: BART HABERSTROH)*

BILL 14019
AN ORDINANCE AUTHORIZING A SERVICE CONTRACT AGREEMENT BY AND BETWEEN RELATIVITY, INC., THE CENTER FOR ADVANCED SKILLS TRAINING IN LAW ENFORCEMENT (CASTLE), THE CITY OF ST. CHARLES, AND THE CITY OF O'FALLON *(SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER)*

BILL 14020
AN ORDINANCE AUTHORIZING A POLICE SERVICES AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND THE FRANCIS HOWELL SCHOOL DISTRICT FOR ONE (1) SCHOOL RESOURCE OFFICER FOR THE PERIOD TO RUN THROUGH TO JUNE 30, 2027 *(SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER)*

12. BILLS FOR INTRODUCTION

BILL 14021
AN ORDINANCE ANNEXING CERTAIN ADJACENT CONTIGUOUS LAND INTO THE CITY OF SAINT CHARLES, MISSOURI, AND ASSIGNING THE LAND TO A DESIGNATED WARD OF THE CITY BEING PETITIONED FOR ANNEXATION BY KEITH A. VAN GENNIP, APPROXIMATELY 0.35 ACRES OF LAND GENERALLY LOCATED ON THE EAST SIDE OF MEADOW LANE AND SOUTH OF VETERANS MEMORIAL PARKWAY WITH AN ADDRESS OF 1020 MEADOW LANE *(SPONSOR: JUSTIN FOUST)*

BILL 14022
AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT "R-1E" SINGLE-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "R1E" SINGLE-FAMILY RESIDENTIAL DISTRICT AN APPROXIMATE 0.35 ACRE TRACT OF LAND GENERALLY LOCATED ON THE EAST SIDE OF MEADOW LANE AND SOUTH OF VETERANS MEMORIAL PARKWAY WITH AN ADDRESS OF 1020 MEADOW LANE *(SPONSOR: JUSTIN FOUST)*

BILL 14023
AN ORDINANCE APPROVING THE RECORD PLAT FOR THE NEW TOWN AT ST. CHARLES PLAT ONE-I-1-D, A SUBDIVISION OF THE CITY OF SAINT CHARLES, MISSOURI *(SPONSOR: MICHAEL GALBA)*

BILL 14024
AN ORDINANCE AUTHORIZING ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSISTING OF STREET PAVEMENT AND STREET LIGHTS AT THE BELLEVAUX SUBDIVISION *(SPONSOR: BRIAN GOULD)*

13. EMERGENCY ORDINANCES

14. TABLED BILLS

15. ITEMS FOR COUNCIL ACTION

16. CLOSED SESSION

A. Legal actions, causes of action, or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body 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 therefor (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. Preparation, including any discussions or work product, on behalf of the Council or its representatives for negotiations with employee groups (RSMo 610.021(9))
E. Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected (RSMo 610.021(12))
F. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment (RSMo 610.021(13))

17. ADJOURNMENT

The City of St. Charles offers all interested citizens the opportunity to attend public meetings and comment on public matters. 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.

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: Monday, November 3, 2025 – 5:00 p.m.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 11/4/2025
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 6 **Sponsor(s):** N/A

Description:
Case No. CU-2024-18. (Clement Management Services LLC) An application to amend a previously approved Conditional Use Permit per §400.220(C)(1)(c) for the expansion of temporary motor vehicle storage within "C-2" General Business District for an approximate 3.49 acre tract of land located at 201 Arco Drive. The subject property is located in Ward 6.

Contract Extension/Renewal:	**Yes** ☐	**No** ☒
Information Paper Attached:	**Yes** ☐	**No** ☒

Staff Recommendation:	**Approve** ☒	**Disapprove** ☐
Board/Committee/Commission Recommendation:	**Approve** ☒	**Disapprove** ☐

Summary:
This Conditional Use Permit request is to amend a previously approved Conditional Use Permit for a temporary motor vehicle storage use at 201 Arco Drive. The property is zoned C-2 General Business District is currently owned by Clement Auto Sales. In October of 2024, a conditional use permit was approved for Clement Auto Sales to create a storage lot for their existing business (CU-2024-18). The applicant has now made an amendment to the site plan to provide 48 additional parking spaces. This amendment requires a new conditional use approval as it constitutes as an expansion of the previous approved use.

The Planning and Zoning Commission considered this item at their October 20, 2025 meeting where the applicant spoke. There were 2 speakers from the public who spoke with general questions regarding the proposed landscaping. The Commission forwarded a recommendation for approval to the City Council (5 in favor, 0 opposed) subject to the attached conditions.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: N/A
Account #: N/A
Project #: N/A

RCA prepared by: MPB Dept. Dir. Finance Dir. N/A Dir. of Admin.

CU-2024-18 Recommended Conditions:

1. This Conditional Use shall replace the previous approval, and the previous Conditional Use shall become null and void.
2. This conditional use permit for a Temporary Motor Vehicle Storage use is issued to the property/business owner (Clement Pre-Owned) only for the property at 201 Arco Drive and is not transferable to another tenant or location.
3. Storage of the vehicles shall be located within a paved and striped parking space as designated on the submitted site plan. Parking outside of the striped spaces is prohibited.
4. All vehicles on site within the designated parking spaces must be in operable condition. Parking of derelict vehicles is prohibited unless within the screened storage area and not to exceed thirty (30) days.
5. Non-compliance with any building code, property maintenance codes, fire codes, or conditions of this approval is grounds for revocation of the conditional use approval.

AGENDA ITEMS #6 & 7

STAFF REPORT
AMENDED CONDITIONAL USE
NO. CU-2024-18 &
SITE PLAN SP-2025-07
TEMPORARY MOTOR VEHICLE STORAGE
201 ARCO DRIVE

OCTOBER 20, 2025
BY MADELYN P. BROWN

APPLICANT:	Keith Fryer Clayton Engineering Company 2268 Welsch Industrial Court Maryland Heights, Missouri 63143
OWNER:	Clement Management Services LLC 3621 Veterans Memorial Pkwy St. Peters, Missouri 63314
ADDRESS/LOCATION:	201 Arco Drive Ward 6
ACREAGE:	Approximately 3.49 acres
EXISTING ZONING:	C-2 General Business District
PROPOSED USE:	Temporary Motor Vehicle Storage

REQUEST

The applicant has submitted two (2) applications for an amendment to the approved redevelopment of an existing lot for an existing business within the City of St. Charles. The applications:

1. An amended conditional use permit to expand on the previously approved temporary motor vehicle storage use within the C-2 General Business District zoning for a 3.49 acre tract of land.
2. Site plan application for a temporary motor vehicle storage lot for an amendment to the previously approved lot configuration, incorporating 48 additional parking spaces for a total of 371 spaces .

This application will address/analyze both applications. The subject property is located in Ward 6, on the southern side of I-70 and on the West side of Arco Drive.

CONDITIONAL USE ANALYSIS

In October of 2024, a conditional use permit was approved for Clement Auto Sales to create a storage lot for their existing business (CU-2024-18). The applicant has now made an amendment

to the site plan to provide 48 additional parking spaces. This amendment requires a new conditional use approval as it constitutes as an expansion of the previous approved use.

Consistency with Comprehensive Plan

The St. Charles Comprehensive Plan adopted in 2002, and updated in 2012, recommends that land use decisions be based on a project's location and compatibility with surrounding development. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city. The plan recommends that development should gradually decrease in density as distance from an activity center increases. The activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new uses should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal. This property is located in between Activity Center #4 (Cave Springs) and Activity Center #5 (I-70/Zumbehl/West Clay). The proposed motor vehicle sales use at this location is a commercial/auto use similar to others existing around these activity centers and along the corridor connecting the two centers.

Consistency with Conditional Use standards

Section 400.980 of the City Code outlines standards of review for the conditional use application. The standards are as follows:

a) How the proposed conditional use (the use in general) is in harmony with the purposes, goals, objectives, policies and standards of the Comprehensive Plan, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the city.

b) Whether the proposed conditional use (in its proposed location) is in harmony with the purposes, goals, objectives, policies and standards of the Comprehensive Plan, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the city.

Regarding a) and b), Conditional Uses are not allowed by-right as they can be problematic if not located and/or conditioned properly. The current Ordinance states that a temporary motor vehicle storage use is compliant with standards of the Zoning Ordinance and additional conditions (if necessary) are set by City Council can be acceptable and operate in harmony with the Comprehensive Plan and City Ordinances. Staff believes the conditions added meets this criteria.

c) Whether the proposed conditional use, in its proposed location and as depicted on the required site plan, results in a substantial or undue adverse impact on the adjacent property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the Zoning Ordinance, Comprehensive Plan, or any other plan, program, or ordinance adopted or under consideration pursuant to official notice by the city.

Based upon a review of the proposal of this use, if conditioned and operated in compliance with the Zoning Ordinance, the use should <u>not</u> have an adverse impact on the character of

the neighborhood, public safety and general welfare of the city.

d) Whether the proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property as directed by the Comprehensive Plan.

Staff believes a proposed temporary motor vehicle storage use can be compatible within this commercial corridor from a land use perspective and would be consistent with other uses in the area if conditioned appropriately.

e) Whether the proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.

Staff believes the proposed temporary motor vehicle storage in this location would not have an undue burden on public services.

f) Whether the public benefits of the proposed conditional use outweigh the potential adverse impacts of the proposed conditional use as identified above, after taking into consideration any proposal by the petitioner and any requirements recommended by the petitioner and/or City Staff to ameliorate such impacts.

After review of the proposal, and the above standards for evaluating Conditional Uses, staff believes the proposed use would not have negative impacts that would outweigh any benefits of the use.

SITE PLAN ANALYSIS

At the October 28, 2024 Planning and Zoning Commission meeting, Clement Auto submitted an application for a Site Plan (SP-2024-20) for this site, which was approved by the City. The site is now being expanded to add additional parking spaces, which is located at the northern portion of the site. These changes were not approved on the previous site plan submittal. Because of this, an amendment to the existing site plan is required.

The site plan includes an additional 48 spaces for stacked parking. Previously, this area of the lot was designated to an above ground detention basin for water run-off. Upon further review, the applicant determined that a nearby existing storm water basin is capable of managing the storm water runoff generated by the development. The Engineering Department has verified that this is the case through review of the proposal, and has no concerns. Because the basin is no longer required on site, the applicant has opted to add additional storage parking.

With the amended, added parking, the proposed plan includes 371 spaces for vehicle storage. Because this is a private storage lot, accessible spots are not required or applicable. As verified on the site plan submittal, all storage shall be located within a paved and striped parking space as designated on the submitted site plan. Parking outside of the striped spaces is prohibited. Additional access points have not been proposed. Additionally, landscaping and lighting will remain compliant.

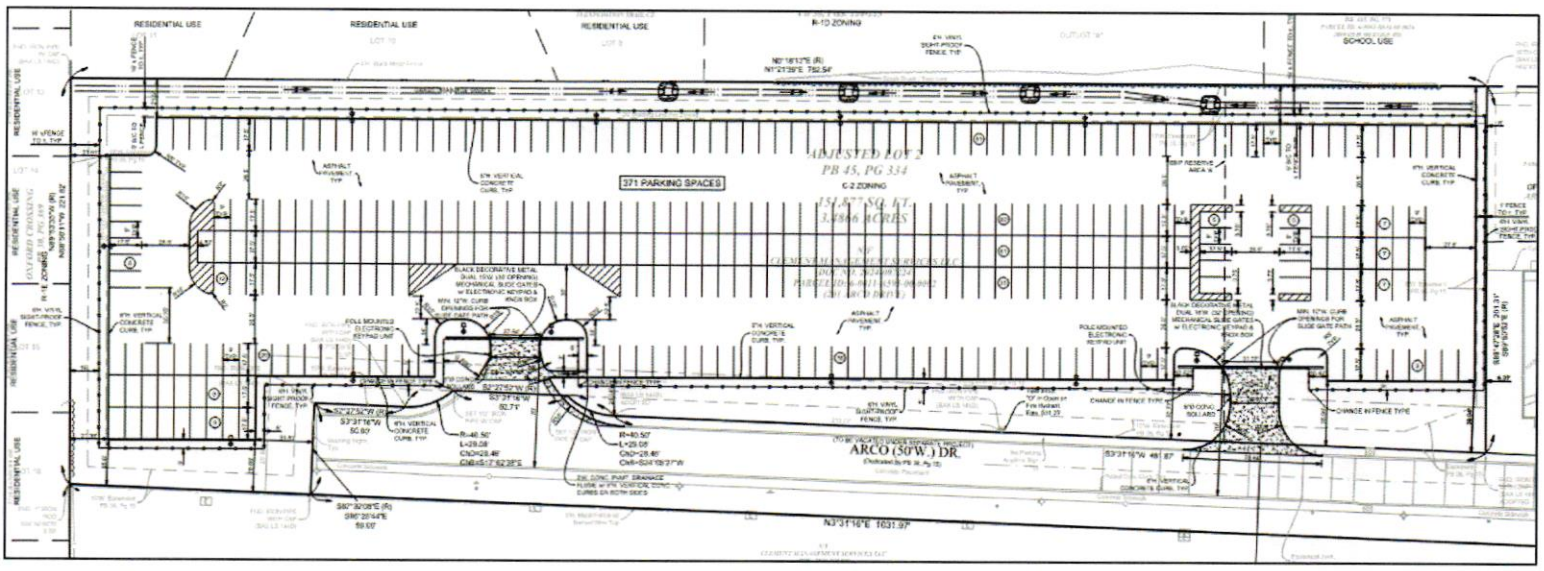


Figure 1: Amended Site Plan Submittal.

STAFF RECOMMENDATION

Since this report provides analysis and recommendation on the amended Site Plan and Conditional Use, two (2) separate recommendations and motions have been provided:

Conditional Use

Staff believes this amended conditional use permit for a motor vehicles sales use can operate in conformance with City requirements and can be compatible with surrounding land uses if conditioned appropriately. Staff recommends ***approval*** of conditional use (CU-2024-18) subject to the following conditions:

1. This Conditional Use shall replace the previous approval, and the previous Conditional Use shall become null and void.

2. This conditional use permit for a Temporary Motor Vehicle Storage use is issued to the property/business owner (Clement Pre-Owned) only for the property at 201 Arco Drive and is not transferable to another tenant or location.

3. Storage of the vehicles shall be located within a paved and striped parking space as designated on the submitted site plan. Parking outside of the striped spaces is prohibited.

4. All vehicles on site within the designated parking spaces must be in operable condition. Parking of derelict vehicles is prohibited unless within the screened storage area and not to exceed thirty (30) days.

5. Non-compliance with any building code, property maintenance codes, fire codes, or conditions of this approval is grounds for revocation of the conditional use approval.

Site Plan

Staff recommends approval of application SP-2025-07 per the following conditions:

1. Site Plan shall be null and void if the amended Conditional Use (CU-2024-18) is not approved by the City Council.

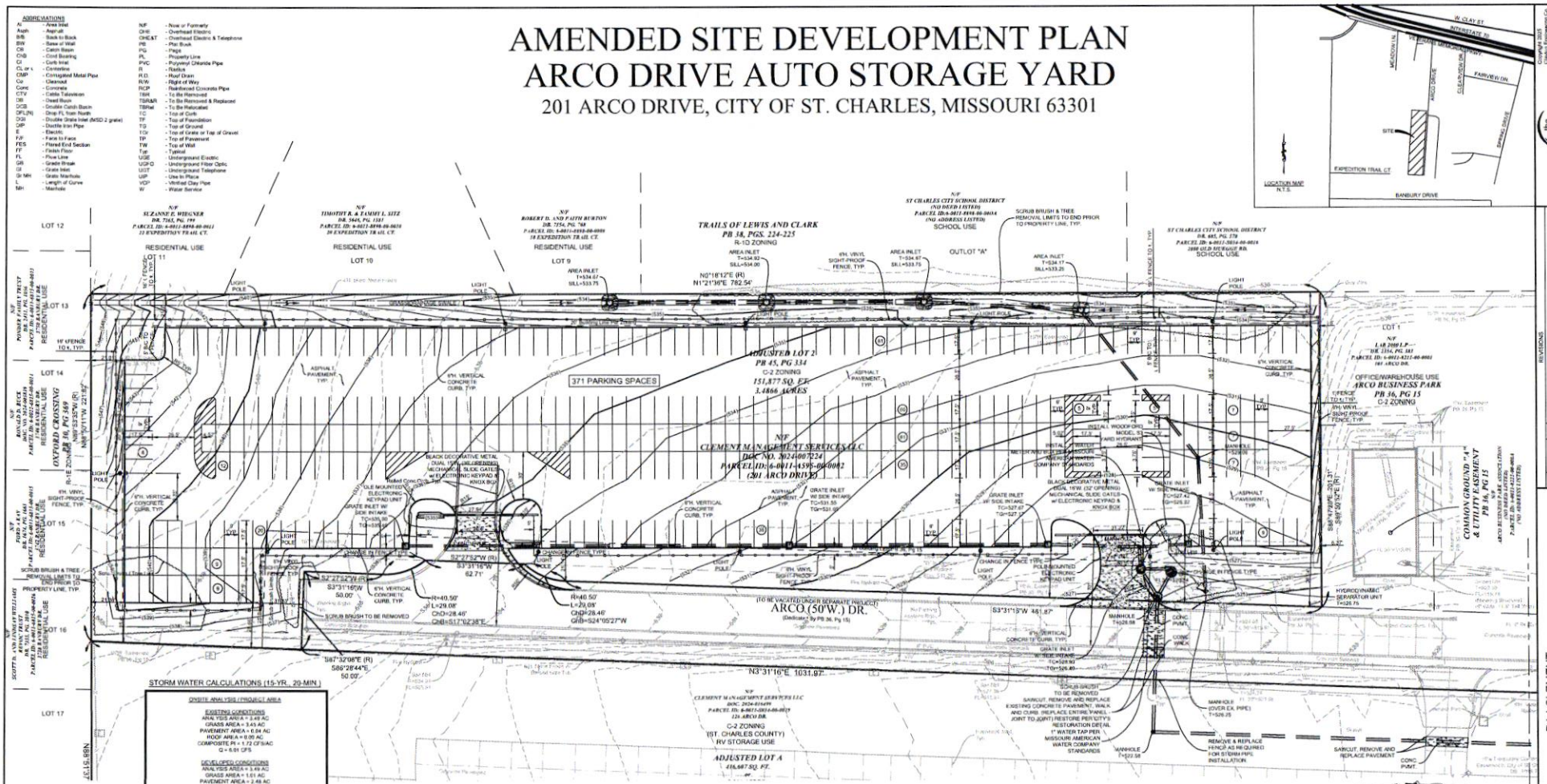
Recommended Motions:

1. *Motion to forward the amended Conditional Use Permit for a Temporary Motor Vehicle Storage use at 201 Arco Drive to the City Council with a favorable recommendation, subject to the conditions recommended by staff.*

2. *Motion to approve an amended Site Plan for 201 Arco Drive subject to the conditions recommended by staff.*

Figure 2: Aerial view of site.

AMENDED SITE DEVELOPMENT PLAN
ARCO DRIVE AUTO STORAGE YARD
201 ARCO DRIVE, CITY OF ST. CHARLES, MISSOURI 63301



ABBREVIATIONS

AI	- Area Inlet	N/F	- Now or Formerly
Asph	- Asphalt	OHE	- Overhead Electric
B/B	- Back to Back	OHE&T	- Overhead Electric & Telephone
BW	- Base of Wall	PB	- Plat Book
CB	- Catch Basin	PG	- Page
CnB	- Cond Boarding	PL	- Property Line
CI	- Curb Inlet	PVC	- Polyvinyl Chloride Pipe
CL or ℄	- Centerline	R	- Radius
CMP	- Corrugated Metal Pipe	R.D.	- Roof Drain
Co	- Cleanout	R/W	- Right of Way
Conc	- Concrete	RCP	- Reinforced Concrete Pipe
CTV	- Cable Television	TBR	- To Be Removed
DB	- Deed Book	TSR&R	- To Be Removed & Replaced
DCB	- Double Catch Basin	TBRel	- To Be Relocated
DFL(N)	- Drop FL from North	TC	- Top of Curb
DGI	- Double Grate Inlet (MSD 2 grate)	TF	- Top of Foundation
DIP	- Ductile Iron Pipe	TG	- Top of Ground
E	- Electric	TG'	- Top of Grate or Top of Gravel
F/F	- Face to Face	TP	- Top of Pavement
FES	- Flared End Section	TW	- Top of Wall
FF	- Finish Floor	Typ.	- Typical
FL	- Flow Line	USE	- Underground Electric
GB	- Grade Break	UGFO	- Underground Fiber Optic
GI	- Grate Inlet	UGT	- Underground Telephone
Gr MH	- Grate Manhole	UIP	- Use In Place
L	- Length of Curve	VCP	- Vitrified Clay Pipe
MH	- Manhole	W	- Water Service

STORM WATER CALCULATIONS (15-YR., 20-MIN.)

ONSITE ANALYSIS (PROJECT AREA

EXISTING CONDITIONS
ANALYSIS AREA = 3.49 AC
GRASS AREA = 3.45 AC
PAVEMENT AREA = 0.04 AC
ROOF AREA = 0.00 AC
COMPOSITE Pi = 1.72 CFS/AC
Q = 5.91 CFS

DEVELOPED CONDITIONS
ANALYSIS AREA = 3.49 AC
GRASS AREA = 1.01 AC
PAVEMENT AREA = 2.48 AC
ROOF AREA = 0.00 AC
COMPOSITE Pi = 3.01 CFS/AC
Q = 10.68 CFS

STORMWATER MANAGEMENT SUMMARY:

15-yr, 20-min. ONSITE DIFFERENTIAL ΔQ = +4.48 CFS > 1 CFS
--- EXISTING FLOOD DETENTION PROVIDED IN REGIONAL BASIN DOWNSTREAM OF ARCO DRIVE ---

---SITE IS LESS THAN 5 ACRES, THEREFORE EXEMPT FROM CHANNEL PROTECTION (CPv) VOLUME---

AREA OF DISTURBANCE = 3.49± AC. > 1 AC.

Call Before you DIG
MISSOURI 811
Dial 811 Missouri-811.org

Underground facilities, structures & utilities have been plotted from available surveys, records & information, and therefore, do not necessarily reflect the actual existence, nonexistence, size, type, number of, or location of these facilities, structures & utilities.

The Contractor shall be responsible for verifying the actual location of all underground facilities, structures, & utilities, either shown or not shown on these plans. The underground facilities, structures, & utilities shall be located in the field prior to any grading, excavation or construction of improvements. These provisions shall in no way absolve any party from complying with the Underground Facility Safety and Damage Prevention Act.

The original signed and sealed of this drawing is on file at the office of The Clayton Engineering Company. Any modifications to this drawing shall release said The Clayton Engineering Company, the Engineer and/or Surveyor whose seal appears hereon from any liability resulting from said unauthorized modifications. The signed and sealed original is the official document and shall take precedence over any digital version.

PROPOSED	EXISTING	
●	○	Clean Out
■	◎	Catch Basin/Curb Inlet/Area Inlet
■	◎	Double Catch Basin/Curb Inlet
▲	△	Faucet
✦	✧	Fire Hydrant
▬	▭	Flared End Section
■	▤	Grated Inlet
●	○	Manhole
♦	◇	Light Standard
▲	△	Sign
ϟ	ϟ	Utility Pole
#	#	Valve or Meter
⊟→		Twin Light Pole
→⊟		Single Light Pole

LEGEND
- Area Light
- Double Area Light
- Connection (Proposed)
- Fire Hydrant
- Concrete
- Driveway Entrance
- Drainage Flow
- Swale
- Water Meter Or Valve
- Gas Meter Or Valve
- Utility Pole w/ Guy Wires
- Handicap Parking Space
- Direction Of Traffic

Existing	Proposed	
500	490	Contour
UW-W	UW-W	Spot Elevation
SAN-S	SAN-S	Sanitary Sewer
STM-S	STM-S	Storm Sewer
		Utility Service (E, T, G, etc.)

SITE ADDRESS:
201 ARCO DRIVE

PARCEL I.D.:
6-0011-4595-00-0002

EXISTING ZONING:
C-2 GENERAL BUSINESS DISTRICT

PROPOSED ZONING:
C-2 GENERAL BUSINESS DISTRICT WITH CONDITIONAL USE PERMIT

EXISTING USE:
VACANT LAND

PROPOSED USE:
TEMPORARY MOTOR VEHICLE STORAGE

GENERAL NOTES:
1. BASIS OF BEARINGS: GRID BEARINGS, MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE.
2. WE HAVE EXAMINED FLOOD INSURANCE RATE MAP MAP NUMBER 29183C0256G, PANEL 256 OF 525, HAVING A REVISED DATE OF JANUARY 20, 2016, OF THE NATIONAL FLOOD INSURANCE PROGRAM PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE AREA CONTAINING THE SUBJECT PROPERTY. THE SUBJECT PROPERTY IS LOCATED WITHIN "ZONE X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.THIS NOTE IS FOR THE PURPOSE OF PROVIDING INFORMATION AS INDICATED ON THE CURRENT FLOOD INSURANCE RATE MAP FOR THIS AREA, AND SHOULD NOT BE CONSTRUED AS AN INDICATION AS TO WHETHER FLOOD INSURANCE SHOULD, OR SHOULD NOT BE PURCHASED.
3. THIS SITE IS SERVED BY THE FOLLOWING:
   ST. CHARLES FIRE DEPARTMENT
   MISSOURI AMERICAN WATER COMPANY
   CITY OF ST. CHARLES - WASTEWATER TREATMENT DIVISION
   AMEREN MISSOURI
   AT&T MISSOURI
   SPIRE ENERGY
   CHARTER COMMUNICATIONS

LAND DESCRIPTION
(FROM SCHEDULE A OF ALTA OWNER'S POLICY)
ADJUSTED LOT 2 OF RESUBDIVISION OF LOTS 2, 3 AND 4 OF "ARCO BUSINESS PARK", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 45 PAGE 334 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS.

BENCHMARK:
SITE BENCHMARK: TBM #450

NAVD88 ELEV.=531.25 FTUS

"O" IN OPEN ON FIRE HYDRANT ON THE WEST SIDE OF ARCO DRIVE, 365 FEET NORTH FROM THE END OF THE PAVEMENT AND 1,250 FEET SOUTH OF THE I-70 OUTER ROAD.

PROPERTY AREA:
TOTAL SITE AREA: 3.49 ACRES

EXISTING CONDITIONS:
GRASS / LANDSCAPE AREA = 3.45 ACRES = 98.8%
IMPERVIOUS SURFACE AREA = 0.04 ACRES = 1.2%

PROPOSED CONDITIONS:
GRASS / LANDSCAPE AREA = 1.01 ACRES = 28.9%
IMPERVIOUS SURFACE AREA = 2.48 ACRES = 71.1%

SITE DEVELOPMENT NOTES:
1. ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO CITY OF ST. CHARLES STANDARDS.
2. ALL SIDEWALKS TO BE CONSTRUCTED TO CITY OF ST. CHARLES ADA STANDARDS.
3. ALL GRADING AND DRAINAGE TO BE IN CONFORMANCE WITH CITY OF ST. CHARLES AND MSD STANDARDS.
4. NO SLOPES SHALL EXCEED 3 (HORIZONTAL) TO 1 (VERTICAL).
5. STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
6. ALL SIDEWALKS SHALL CONFORM TO CITY OF ST. CHARLES ADA STANDARDS.
7. LANDSCAPING AREAS WILL NOT BE IRRIGATED. ALL PLANTINGS SHALL BE DROUGHT TOLERANT SPECIES.
8. ALL TREES ON PUBLIC OR PRIVATE PROPERTY THAT ARE DESIGNATED FOR PRESERVATION SHALL BE GUARDED BY A FOUR (4) FOOT HIGH BARRIER THAT DESIGNATES THE ENCLOSED AREA AS A TREE PROTECTION ZONE. THIS ENCLOSURE SHALL EXTEND EQUAL TO THE CANOPY AREA OF THE TREE (AT A MINIMUM). NO BUILDING MATERIALS, WASTE MATERIALS, EXCESS DIRT, CONSTRUCTION DEBRIS, EQUIPMENT OR VEHICLES SHALL BE ALLOWED WITHIN THIS PROTECTION ZONE.
9. PRIOR TO ANY TREE REMOVAL OR COMMENCEMENT OF CONSTRUCTION ON A SITE AND DURING THE PLAN APPROVAL PROCESS, THE FOLLOWING UNIFORM COLORED RIBBON SYSTEM SHALL BE USED:
   A. RED FOR TREES TO BE SAVED;
   B. BLUE FOR TREES TO BE REMOVED.
10. THIS PROJECT DOES NOT PROPOSE ANY BUILDING STRUCTURES.
11. THIS PROJECT DOES NOT PROPOSE ANY NEW SANITARY SEWER SERVICE.
12. THIS PROJECT DOES PROPOSE A NEW WATER SERVICE FOR WASHING OF VEHICLES.
13. THIS PROJECT DOES PROPOSE NEW ELECTRIC SERVICE AND SECURITY LEVEL LIGHTING.
14. ANY MONUMENT SIGNAGE SHOWN ON THESE SITE DEVELOPMENT PLANS IS FOR INFORMATION ONLY. APPROVAL OF THESE PLANS DOES NOT PROVIDE APPROVAL OF THE SIGNAGE. ALL SIGNAGE MUST BE SUBMITTED TO THE CITY SEPARATELY.
15. PARKING CALCULATIONS:
    TOTAL PROPOSED PARKING SPACES = 371
    (PRIVATE VEHICLE STORAGE LOT DOES NOT REQUIRE ADA PARKING)

PROPERTY OWNER / DEVELOPER:
CLEMENT MANAGEMENT SERVICES LLC
190 SPRING DRIVE
ST. CHARLES, MO 63303

DEVELOPER CONTACT:
MR. RAJ CLEMENT
11387 MOSLEY FOREST DRIVE
CREVE COEUR, MO 63141
(314) 504-2161

CIVIL ENGINEER CONTACT:
THE CLAYTON ENGINEERING CO., INC.
2268 WELSCH INDUSTRIAL COURT
ST. LOUIS, MO 63149
(314) 692-8886
MR. KEITH FRYER

SHEET INDEX

SHT. #	SHEET NAME
SDP1.0	AMENDED SITE DEVELOPMENT PLAN 1
SDP1.1	AMENDED SITE DEVELOPMENT PLAN 2
SDP2.0	AMENDED SITE DEVELOPMENT DETAILS & NOTES

the clayton engineering company, inc.
ENGINEERS ~ SURVEYORS ~ PLANNERS
2268 WELSCH INDUSTRIAL COURT
ST. LOUIS, MISSOURI 63146-4022
(314) 692-8886 FAX (314) 692-8887 www.claytoneng.com
MO Cert. of Authority - Civil: Exp. Dec. 31, 2025 Surveying: A2003827 & Civil: Surveying #2003827
E. Davis - Professional Land Surveyor - Missouri #2003827 & Professional Engineer - Missouri #PE-2006008132

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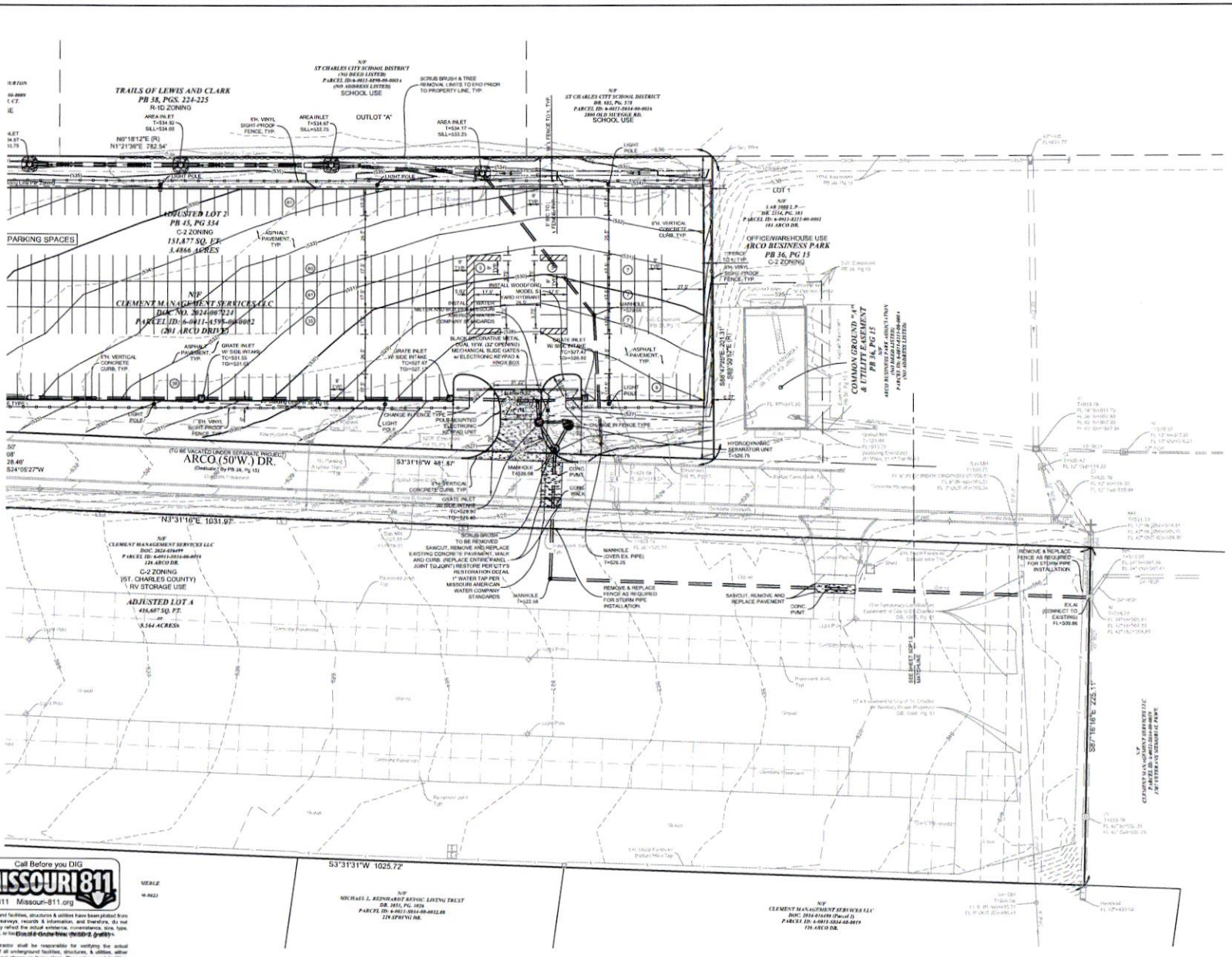
REVISIONS

Designed	EJS / RKF
Drawn	EJS / RKF
Checked	EJS
Date	September 4, 2025
Project Number	24016
Sheet Number	SDP1.0

Prepared for:
RAJ CLEMENT
11387 Mosley Forest Drive
Creve Coeur, MO 63141
314-504-2161

AMENDED SITE DEVELOPMENT PLAN 1
ARCO DRIVE AUTO STORAGE YARD

Eric J. Staley - Professional Engineer
PE-2006008132
STATE OF MISSOURI
NUMBER
PE-2006008132
PROFESSIONAL ENGINEER
9/4/2025



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Underground facilities, structures & utilities have been plotted from available surveys, records & information, and therefore, do not necessarily reflect the actual existence, nonexistence, size, type, number of, or location of these facilities.

The Contractor shall be responsible for verifying the actual location of all underground facilities, structures, & utilities, either shown or not shown on these plans. The underground facilities, structures, & utilities shall be located in the field prior to any grading, excavation or construction of improvements. These provisions shall in no way absolve any party from complying with the Underground Facility Safety and Damage Prevention Act.

The original signed and sealed of this drawing is on file at the office of The Clayton Engineering Company. Any modifications to this drawing shall release said The Clayton Engineering Company, the Engineer and/or Surveyor whose seal appears hereon from any liability resulting from said unauthorized modifications. The signed and sealed original is the official document and shall take precedence over any digital version.

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MO Cert. #2001019522 FAX: (314) 962-0686 claytoneng.com
IL Design Firm/Land Prof. Reg. Per. Dates & Expiration Date 184.007819

REVISIONS

Prepared for:
RAJ CLEMENT
11387 Mobley Forest Drive
Creve Coeur, MO 63141
314-504-2161

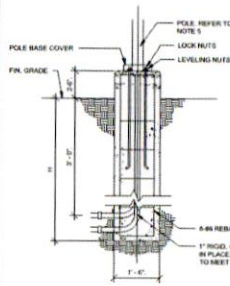
AMENDED SITE DEVELOPMENT PLAN 2
ARCO DRIVE AUTO STORAGE YARD

P.E. Submission 03/06/25 P.O. 21781.9/2025.787 Pkg

Erik J. Stahl - Professional Engineer
(PE-2006000132)
STATE OF MISSOURI
ERIK J. STAHL
NUMBER
PE-2006000132
PROFESSIONAL ENGINEER
04/04/2025

Designed EJS / RKF
Drawn EJS / RKF
Checked EJS
Date September 4, 2025
Project Number 24016
Sheet Number SDP1.1

POLE HEIGHT (FT.)	FOUNDATION BURIAL DEPTH "H" (FT.)	REINFORCING ROD LENGTH (FT.)
20	6	8.5

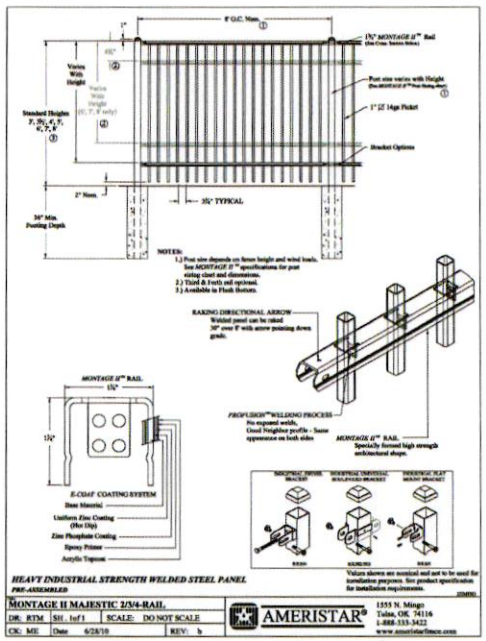


KEYED NOTES:

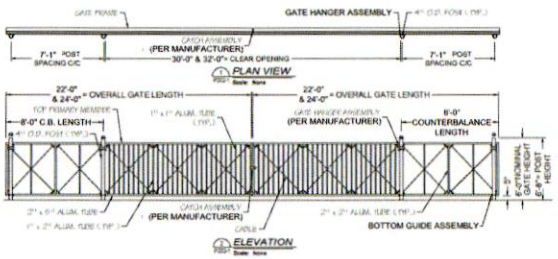
1. TOP OF CONCRETE FOUNDATION. (TROWELL SMOOTH AND LEVEL)
2. CONCRETE SHALL BE 3,000 P.S.I. @ 28 DAYS. CONCRETE SHALL BE VIBRATED
3. VERIFY OPENING SIZE IS POLE BASE PLATE PRIOR TO SETTING CONDUIT SLEEVES.
4. EXTEND CONDUITS 12" ABOVE TOP OF FORM. TERMINATE CONDUITS WITH INSULATED THROAT BUSHINGS.
5. POLE: SQUARE SHAFT, FABRICATED FROM HIGH TENSILE CARBON STEEL. POLE SHAFT SHALL BE ONE PIECE, ROLLED & FLATTENED INTO SHAPE WITH VERTICAL WELDED SEAM. POLE BASE SHALL BE OF SIMILAR MATERIAL, WELDED TO SHAFT. POLE TOP SHALL BE FLAT STEEL STOCK, PERMANENTLY SECURED TO SHAFT & SEALED WEATHERTIGHT. POLE SHALL BE PROVIDED WITH HANDHOLE & COVER, NOM. 18" ABOVE BASE. POLES SHALL BE PROVIDED WITH ALL ANCHOR BOLTS, NUTS, WASHERS, INSTALLATION TEMPLATES, ETC., REQ'D FOR INSTALLATION POLE FINISH SHALL BE POLYESTER POWDER COAT, ELECTROSTATICALLY APPLIED OVER CORROSION RESISTANT UNDERCOAT. COLOR AS SELECTED BY ARCHITECT.

MFGR:
UNITED LIGHTING STANDARDS INC. US POLE CO. INC. VALMONT INDUSTRIES OR EQUIVALENT

LIGHT POLE BASE DETAIL
NOT TO SCALE



ORNAMENTAL BLACK METAL FENCE SHOWN ON THE PLANS SHALL BE 6-FOOT HIGH AMERISTAR MONTAGE II MAJESTIC (3-RAIL) OR PRE-APPROVED EQUAL OR GREATER SUBMITTED DURING BIDDING REQUIRING OWNER & CITY APPROVAL. USE THIS FENCING WHERE NOTED ON THE PLANS.



(REFER TO PLANS FOR LOCATIONS AND SYSTEM REQUIREMENT NOTES FOR GATE OPTIONS AND TYPES ALLOWED FOR USE)
[CANTILEVER DUAL SLIDE GATE VERSION SHOWN ABOVE]

SLIDE GATE DETAIL
NOT TO SCALE

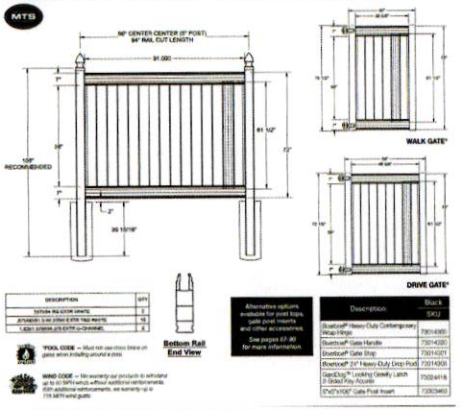
MECHANICAL / ELECTRIC GATE SYSTEM REQUIREMENTS:

1. A BUILDING PERMIT IS REQUIRED FROM THE CITY FOR THE CONSTRUCTION OF THE FENCING AND GATES. THE GENERAL CONTRACTOR IS RESPONSIBLE TO SUBMIT ALL REQUIREMENTS FOR THESE PERMITS.
2. ALL PERIMETER SECURITY FENCING SHALL BE SIGHT PROOF VINYL AND BLACK STEEL (OR HEAVY DUTY ALUMINUM) ORNAMENTAL FENCING / GATES, 6-FOOT HIGH (SEE PLANS FOR LOCATIONS, DETAILS & NOTES FOR MORE INFORMATION).
3. ALL BLACK STEEL (OR HEAVY DUTY ALUMINUM) ORNAMENTAL GATES SHALL BE DUAL SLIDE GATES. GATES SHALL NOT HAVE A CENTER POLE IN THE MIDDLE OF THE GATE OPENINGS. THE ENDS OF THE GATES SHALL INCLUDE CATCH ASSEMBLIES TO SECURE THE TWO ENDS OF THE DUAL GATES TOGETHER WHEN IN THE CLOSED POSITION.
4. THE FENCE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER OF RECORD AND THE ELECTRICAL ENGINEER FOR REVIEW PRIOR TO ORDERING / FABRICATION FOR ALL PARTS AND EQUIPMENT FOR THE COMMERCIAL FENCING, GATES, DUAL SLIDING ROLL GATES, GATE OPERATORS, HORIZONTAL GUIDE ASSEMBLIES, KEYPADS, CATCH ASSEMBLIES, ETC. FOR VEHICULAR ACCESS. THE DUAL SLIDING ROLL GATES (MIN. 30' & 32' OPENINGS) SHALL BE ELECTRICALLY OPERATED, RIDING ON A GROUND MOUNTED FIXED HORIZONTAL RAIL SYSTEM OR A CANTILEVER SYSTEM, WITH A POST MOUNTED ELECTRONIC KEYPAD WITH KEYED BYPASS OPENING OPERATION ON THE EXTERIOR SIDE OF THE FENCE. KEYPAD TO BE INSTALLED 6-FOOT FROM THE GATE TO THE KEYPAD, AT A MINIMUM.
5. ALL MECHANICAL GATES SHALL HAVE A SECURE / LOCKABLE MANUAL OVERRIDE OPTION LOCATED ON THE SECURE SIDE OF THE FENCE IN THE EVENT OF LOSS OF POWER.
6. ALL ASPECTS OF THE FENCE AND GATE DESIGNS ARE TO BE PROVIDED BY THE CONTRACTOR. ALL GATES SHOULD INCLUDE LOCKING MECHANISMS / ELECTRIC SOLENOID TYPE LOCKS BUILT INTO THE OPERATOR SYSTEMS FOR ELECTRICALLY OPERATED GATES.
7. SEE ELECTRICAL PLANS FOR POWER SUPPLY BEING ROUTED TO EACH GATE LOCATION. DESIGN OF THE CONNECTION / WIRING BETWEEN THE GATE SYSTEMS, KEYPADS, ETC. IS THE RESPONSIBILITY OF THE CONTRACTOR.
8. FIRE DEPARTMENT ACCESS MUST BE INCORPORATED INTO THE DESIGN OF THE ELECTRONIC GATE SYSTEMS BY MEANS OF A KNOX BOX SECURELY MOUNTED ON A FREESTANDING STEEL POLE OR FENCE POLE (PER MANUFACTURER'S RECOMMENDATIONS) AND MEETING CITY OF ST. CHARLES FIRE DEPARTMENT REQUIREMENTS. MANUAL KEYED ACCESS FOR THE FIRE DEPARTMENT IS REQUIRED TO BE INCORPORATED INTO THE KEYPAD UNIT / GATE SYSTEMS.

PRIVACY **FENCING — LEGEND DECORATIVE**

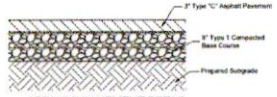
6 H X 8 W — 2" X 7" RAIL SOLID PRIVACY (72" HIGH)

DESCRIPTION	UNIT QTY	White MH PART#	White MFG#	Tan MH PART#	Tan MFG#	Black MH PART#	Black MFG#
6'x8' Solid Panel (2"), 2"x7" Rail	14	10621W	73040003	10621T	73040009	10621K	73040015
6'x6"x108" Line Post	64	10622W	73040698	10622T	73040002	10622K	73040408
6'x6"x108" Corner Post -	64	10624W	73039500	10624T	73039503	10624K	73040407
5'x5"x108" End Post	54	10626W	73039501	10626T	73039504	10626K	73040406
5"x5" Pyramid Post Top	150	532944	73003060	532940	73003769	10003K	73040563
5"x5" Internal Post Top	200	821824	73001080	821820	73007080	10323K	73024864
6'x46" Solid Walk Gate (72")	12	10625W	73040007	10625T	73040023	10625K	73040029
6'x98" Solid Drive Gate (72")	12	10695W	73040008	10626T	73040024	10626K	73040030

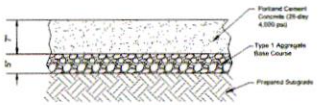


Description	Black SKU
Ameristar® Heavy-Duty Contemporary Drop Hinge	73014369
Ameristar® Gate Handle	73014320
Ameristar® Gate Stop	73014321
Ameristar® 24" Heavy-Duty Drop Rod	73014359
SpeedDog™ Looking Gravity Latch (2 Sided Key Access)	75004418
2"x7"x108" Gate Post Insert	73003460

VINYL SIGHT PROOF FENCE TO BE 6-FOOT HIGH SOLID PRIVACY MASTER HALCO LEGEND DECORATIVE (COLOR SELECTION: MUST BE EARTH TONE PER CITY CODE) WITH PYRAMID POST TOP, OR PRE-APPROVED EQUAL OR GREATER SUBMITTED DURING BIDDING REQUIRING OWNER & CITY APPROVAL. USE THIS FENCING WHERE NOTED ON THE PLANS.

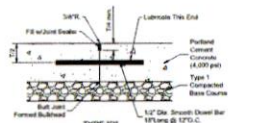


ASPHALT PAVEMENT DETAIL



CONCRETE PAVEMENT DETAIL

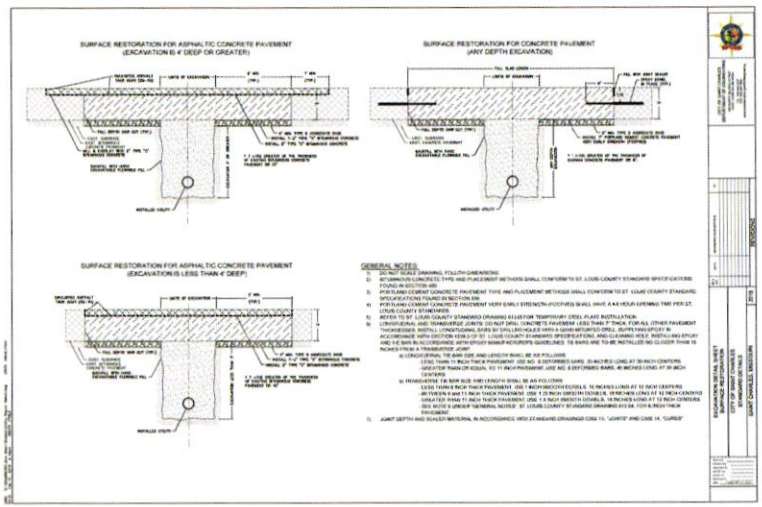
PAVEMENT DETAILS
NOT TO SCALE



TYPE "D"
TRAVERSE CONSTRUCTION JOINT
Not to Scale

(for use at the end of each work day when pouring concrete and at connections between new & existing pavements, sidewalks, and curb & gutter)

CONCRETE PAVEMENT JOINT DETAIL
Not to Scale



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2288 WEST ROAD
PORTAGE DES SIOUX, MISSOURI 63373
(314) 692-0888 FAX: (314) 692-0808 claytoneng.com
MO Cert. of Auth. #2001001284 & #000157 IL Design Firm #184.007844 & #184.007845

REVISIONS	

Prepared for:
RAJ CLEMENT
11387 Mosley Forest Drive
Creve Coeur, MO 63141
314-504-2161

AMENDED SITE DEVELOPMENT DETAILS & NOTES
ARCO DRIVE AUTO STORAGE YARD

Designed	EJS / RKF
Drawn	EJS / RKF
Checked	EJS
Date	September 4, 2025
Project Number	24016
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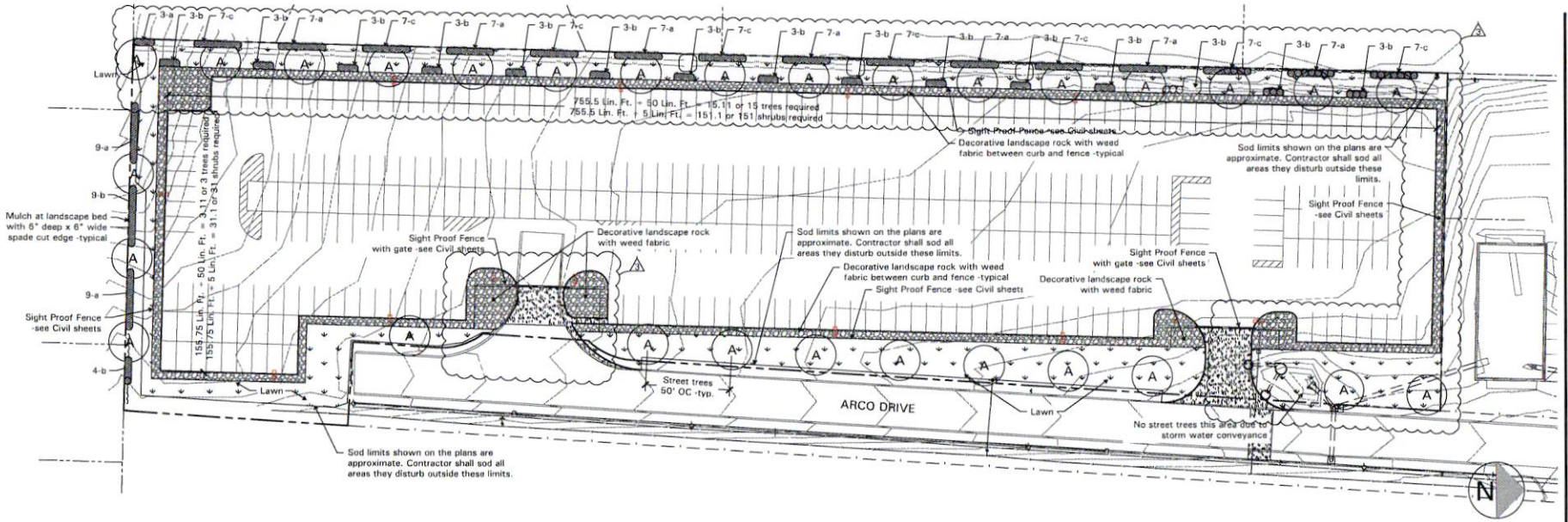


1 Landscape Planting Plan

Scale: 1" = 30'

LEGEND:

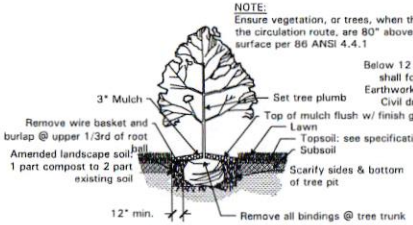
Symbol	Description
A	Shade Tree
	Landscape bed with hardwood bark mulch
	Lawn
	Decorative landscape rock -see schedule

Landscape Schedule

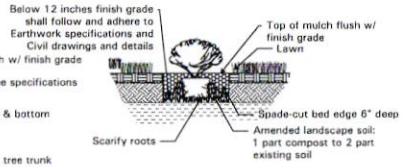
Key	Qty.	Common Name	Botanical Name	Size	Comment
A	29	Honey Locust	Gleditsia triacanthos f. inermis 'Skycole'	2.5" Cal./ B&B	Drought tolerant
a	70	Juniper	Juniperus chinensis 'Gold Lace'	5 Gal.	Drought tolerant
b	58	Forsythia	Forsythia x intermedia 'Lynwood Gold'	5 Gal.	Drought tolerant
c	56	Nine Bark	Physocarpus opulifolius 'Amber Jubilee'	5 Gal.	Drought tolerant
26,250		+/- Sq. Ft. Fescue Sod			
3,000		+/- Sq. Ft. Double Ground Bark Mulch			
11,500		+/- Sq. Ft. 3" Decorative landscape rock: size 1" – 1 ¼" Color: brown & tan river pebble, naturally rounded w/ 8 oz non-woven weed		to be field approved by owner	

PLANTING NOTES:

1. Landscape quantities shown for reference and bid comparison only, contractor to furnish and install plant quantities shown on plan. Notify Owner/ Landscape Architect of any discrepancies.
2. CONTRACTOR SHALL WATER ALL LANDSCAPE PLANTINGS FOR THIRTY (30) DAYS AFTER INITIAL ACCEPTANCE -SEE SPECIFICATIONS.
3. SOD SHALL BE WATERED AND MAINTAINED FOR THIRTY (30) DAYS AFTER INITIAL ACCEPTANCE -SEE SPECIFICATIONS.
4. Contractor shall provide one-year guarantee for all plant materials and 90 days for all lawn areas. One-guarantee period begins upon owner acceptance of landscape plantings and lawn areas -see specifications.
5. Contractor to review and field verify existing and proposed conditions prior to construction.
6. Contractor to coordinate and cooperate with other trades.
7. Contractor to adjust plantings as field directed by owner and or as unforeseen field conditions require. All field changes to be documented and provided to owner prior to initial acceptance.
8. No trees shall be planted within ten (10) foot of private or public utilities unless approved by owner.
9. Proposed plant material to be approved by owner/ landscape architect -see specifications.
10. Contractor is responsible for installing all plant material, sod, topsoil and mulch as shown on plan and in specifications.
11. Plan(s) do not constitute contractor means and methods. Job site safety and project coordination is responsibility of contractor(s).



SHADE TREE PLANTING DETAIL



SHRUB PLANTING DETAIL

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1-800-344-7483
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(NON-MEMBERS)
mofcall.com

DERMODY & ASSOCIATES
LANDSCAPE ARCHITECTS
Uisce - beatha
ph# 314.205.8871
Missouri Certificate of Authority #2009022O8

Landscape Construction Plan Set for:
ARCO DRIVE AUTO STORAGE YARD
201 Arco Drive
St. Charles, MO 63301

Drawing prepared for:
The Clayton Engineering Company
2288 Welsch Rd.
St. Louis, MO 63145

Revisions:

No.	Description	Date:
2	Owner comment	1/8/25
3	Add auto storage	9/4/25

9/4/25

STATE OF MISSOURI
Edward M. Dermody
NUMBER LA-2001006236
LANDSCAPE ARCHITECT

Edward M. Dermody
Landscape Architect
LA-2001006236

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Issue Date: November 13, 2024
Drawn by: EMD
Checked By:EMD

Sheet Title
Planting Plan

Project Number: 713.056

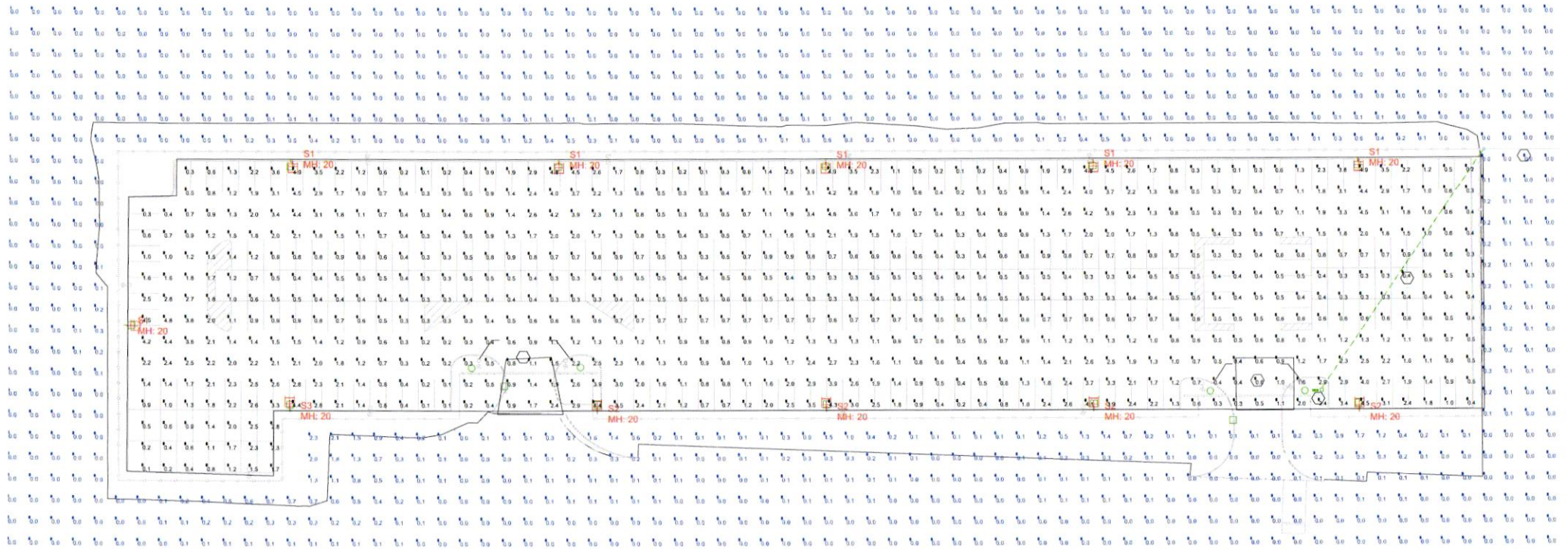
L1.0

FIXTURES MOUNTED AT 20' INCLUDING BASE
LIGHT LEVEL CALCUALTED ON THE GROUND

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING LOT	Illuminance	Fc	1.21	4.9	0.1	12.1	49.0
SPILL LIGHT	Illuminance	Fc	0.07	2.3	0.0	N.A.	N.A.
ENTRANCE 1	Illuminance	Fc	1.40	2.4	0.8	1.8	3.0
ENTRANCE 2	Illuminance	Fc	0.78	1.1	0.5	1.6	2.2
PARKING LOT	Illuminance	Fc	1.20	4.9	0.1	12.0	49.0

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LLF	Lum. Watts	Total Watts	Description
	6	S1	Single	0.900	147.6	885.6	GALN-SB2D-740-U-SL4-HSS
	4	S2	Single	0.900	100.9	403.6	GALN-SB2C-740-U-T4W
	1	S3	Single	0.900	147.6	147.6	GALN-SB2D-740-U-5WQ

DESIGN IS BASED ON CURRENT INFORMATION PROVIDED AT THE TIME OF REQUEST.
ANY CHANGES IN MOUNTING HEIGHT OR LOCATION, LAMP WATTAGE, LAMP TYPE, AND
EXISTING FIELD CONDITIONS, THAT EFFECT ANY OF THE PREVIOUSLY MENTIONED, WILL
VOID CURRENT LAYOUT AND REQUIRE A CHANGE REQUEST AND RECALCULATION.



ENTRANCE 1

Illuminance (Fc)
Average = 1.40
Maximum = 2.4
Minimum = 0.8
Avg/Min Ratio = 1.8
Max/Min Ratio = 3.0

PARKING LOT

Illuminance (Fc)
Average = 1.20
Maximum = 4.9
Minimum = 0.1
Avg/Min Ratio = 12.0
Max/Min Ratio = 49.0

ENTRANCE 2

Illuminance (Fc)
Average = 0.78
Maximum = 1.1
Minimum = 0.5
Avg/Min Ratio = 1.6
Max/Min Ratio = 2.2

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 11/4/2025
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # 14022

Request for Council Action

Ward(s): 6 **Sponsor(s):** Justin Foust

Description:
Case No. Z-2025-10. (Keith A. Van Gennip) An application to annex and establish the zoning for 0.35 acres (more or less) located at 1020 Meadow Lane, from St. Charles County "R1E" Single Family Residence to the City of St. Charles "R-1E" Single Family Residential District. The subject property is located on the east side of Meadow Lane and south of Veterans Memorial Parkway. The subject property will be located in Ward 6 upon annexation.

Contract Extension/Renewal: Yes ☐ No ☒
Information Paper Attached: Yes ☐ No ☒

Staff Recommendation: Approve ☒ Disapprove ☐
Board/Committee/Commission Recommendation: Approve ☒ Disapprove ☐

Summary:
The City has received an application to establish zoning for 1020 Meadow Lane, upon annexation from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1E Single-Family Residential District. The subject property is an approx. 0.35-acre parcel. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the R-1E Single-Family Residential District.

The Planning and Zoning Commission held a public hearing on this item at their October 20, 2025 meeting where the applicant spoke and there were no speakers from the public. The Commission voted 5 in favor, 0 opposed to forward the application to the City Council with a favorable recommendation.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: N/A
Account #: N/A
Project #: N/A

RCA prepared by: MPB Dept. Dir. [signature] Finance Dir. [signature] Dir. of Admin. [signature]

AGENDA ITEM #5

STAFF REPORT
CASE NO. Z-2025-10
1020 MEADOW LANE

OCTOBER 20, 2025
BY MADELYN P. BROWN

APPLICANT/ OWNER: Keith A. Van Gennip
1020 Meadow Lane
St. Charles, MO 63303

ADDRESS/LOCATION: 1020 Meadow Lane
Ward 6 upon annexation

ACREAGE: 0.35-Acre

EXISTING ZONING: County R1E Single-Family Residential District

REQUESTED ZONING: City R-1E Single-Family Residential District

SURROUNDING ZONING:

Direction	***Zoning***	***Use***
North	County R1E Single-Family Residential District	Single-Family Residential
South	C-2 General Business District	Single-Family Residential
East	C-2 General Business District	Vehicle Sales
West	County R1E Single-Family Residential District	Single-Family Residential

REQUEST

The City has received an application to rezone 1020 Meadow Lane upon annexation from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1E Single-Family Residential District. The subject property is a point three five (0.35) acre lot and is located on the east side of Meadow Lane and south of Veterans Memorial Parkway. The annexation of this property will help to further incorporate a remaining pocket of property within Unincorporated St. Charles County. The subject property is an existing residential use and the owner wishes to annex to the City in order to tie into the City's utilities at a future date due to a deteriorating septic tank. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the R-1E Single-Family Residential District.

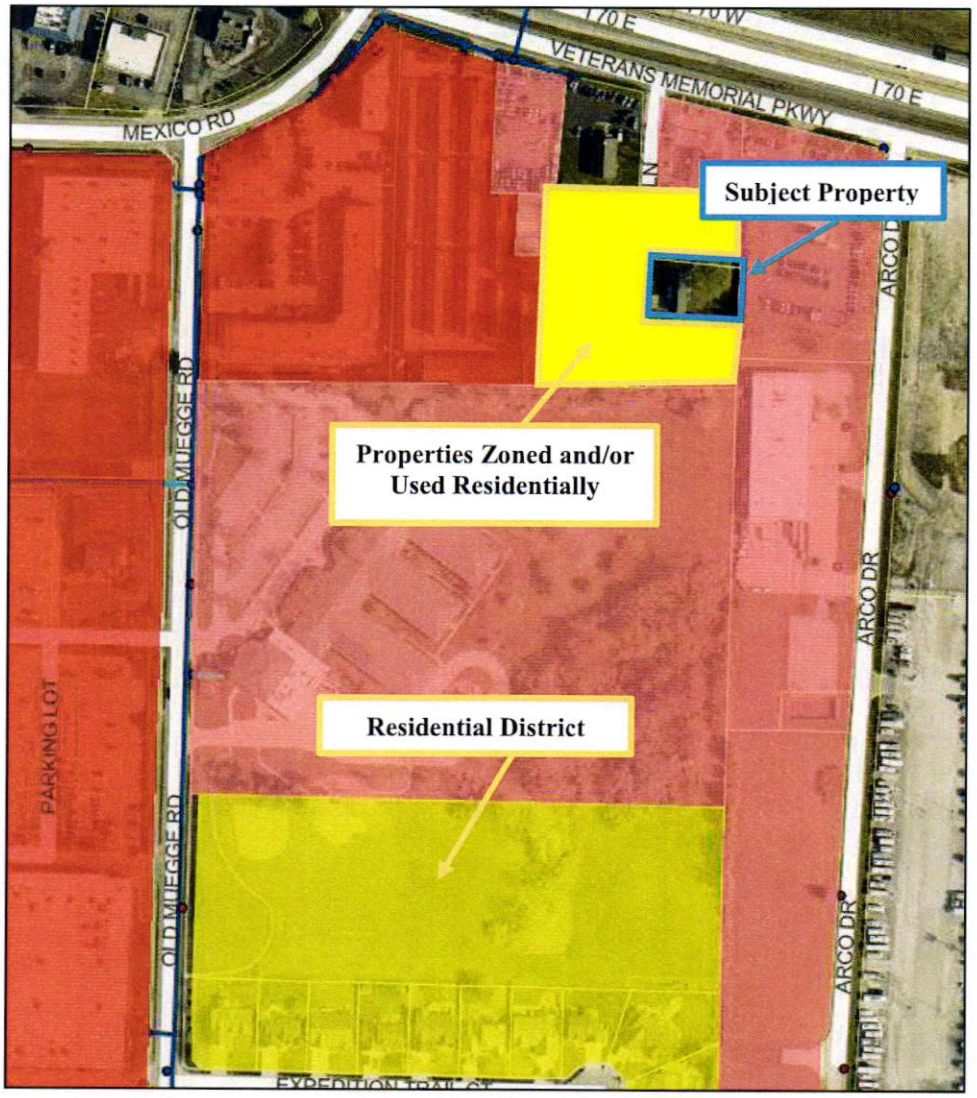


Figure 1: Area zoning Map.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002 and updated in 2012 recommends that land use decisions be based on a project's location and compatibility with surrounding development. This revision to the Comprehensive Plan was approved by the City Council, and was written under the direction of residents, elected officials, and City staff. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city, and the activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new development should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal.

The subject property is located in-between Activity Center #4 (Cave Springs). The zoning of properties immediately to the north, south, and west are single-family residential and all are also

developed for this use. The Department of Community Development considers this annexation and rezoning request to be in general conformance with the Updated 2012 Comprehensive Plan and consistent with existing area land uses around the subject property.

STAFF RECOMMENDATION

After review of the rezoning request, the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the requested rezoning is appropriate and is compatible with the zoning of the surrounding area. The Department of Community Development recommends that the annexation and rezoning request be forwarded to the City Council with a favorable recommendation.

Recommended Motions:

*Motion to forward a **favorable** recommendation to the City Council for annexation of the subject property, as noted in Z-2025-10.*

*Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2025-10.*

Figure 2: Aerial photo of the Subject Property.

Figure 3: Photo of the Subject Property.

Bill No. 14022 Ordinance No._____

Sponsor: Justin Foust

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT "R-1E" SINGLE-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "R1E" SINGLE-FAMILY RESIDENTIAL DISTRICT AN APPROXIMATE 0.35 ACRE TRACT OF LAND GENERALLY LOCATED ON THE EAST SIDE OF MEADOW LANE AND SOUTH OF VETERANS MEMORIAL PARKWAY WITH AN ADDRESS OF 1020 MEADOW LANE.

Whereas, an application for rezoning property was received from the owners of this land; and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its October 20, 2025 meeting and made a favorable recommendation (5 in favor, 0 opposed) to the City Council; and

Whereas, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

Whereas, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

An approximate 0.35 acre tract of land generally located on the east side of Meadow Lane and south of Veterans Memorial Parkway with an address of 1020 Meadow Lane is rezoned from St. Charles County Zoning District "R1E" Single-Family Residential District to St. Charles City Zoning District "R-1E" Single-Family Resident District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 14022

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 10/22/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

1020 Meadow Lane Legal Description

LOT 5 OF STEVENSON'S ACRES, A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6 PAGE 15 OF THE ST, CHARLES COUNTY RECORDS.

SUBJECT TO: ALL EASEMENTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, CONDITIONS, BUILDING LINES AND RIGHTS OF WAY OF RECORDS, AND ZONING REGULATIONS.

EXHIBIT A

2
-1
3-2

20111013000620300 0 C D
Bk:DE5655 Pg:1237
10/13/2011 01:54:59 PM 1/2

CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:KAUERSWALD

QUIT CLAIM DEED

THIS **QUIT CLAIM DEED** is made on this 12th day of September, 2011, by and between **SHEILA VAN GENNIP ("Grantor")**, and **KEITH VAN GENNIP**, whose mailing address is 1020 Meadow Lane, St. Charles, Missouri 63303 (**"Grantee"**).

WITNESSETH, THAT GRANTOR, in consideration of the sum of One Dollar ($1.00), paid by Grantee, the receipt of which is hereby acknowledged, does by these presents **REMISE, RELEASE and FOREVER QUIT CLAIM** unto Grantee all of her interest in the following described lots, tracts or parcels of land, located in the **County of St. Charles, State of Missouri**, to-wit:

LOT 5 OF STEVENSON'S ACRES, A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6 PAGE 15 OF THE ST. CHARLES COUNTY RECORDS.

SUBJECT TO: ALL EASEMENTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, CONDITIONS, BUILDING LINES AND RIGHTS OF WAY OF RECORD, AND ZONING REGULATIONS.

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging, unto Grantee and unto its heirs, personal representatives, successors and assigns forever; so that neither Grantor nor any other entity, person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

LATHROP & GAGE L L P
7701 FORSYTH SUITE 400
ATTN BENNETT S KELLER
SAINT LOUIS, MO 63105

Lathrop Gage

RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 11/4/2025

Regular ☒ Special ☐ Work Session ☐

ATTACHMENT: YES ☐ NO ☒

Report ☐ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 5 **Sponsor(s):** N/A

Description:

Case No. Z-2025-11. (WOCO Partners, LLC) An application to annex and establish the zoning for 1.57 acres of an overall 6.57 acre tract of land located at the southeast corner of Muegge Road and S. Old Highway 94, from St. Charles County "R1E" Single Family Residence to the City of St. Charles "C-2" General Business Distri1ct. The subject property will be located in Ward 5 upon annexation.

Contract Extension/Renewal: Yes ☐ No ☒

Information Paper Attached: Yes ☐ No ☒

Staff Recommendation: Approve ☐ Disapprove ☐

Board/Committee/Commission Recommendation: Approve ☐ Disapprove ☐

Summary:

This application was TABLED at the October 20, 2025 Planning & Zoning Commission meeting. The applicant has requested this item be TABLED again to the December 8, 2025 Planning & Zoning Commission meeting. This application should be tabled to the January 6, 2026 City Council agenda.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: MPB Dept. Dir. Finance Dir. N/A Dir. of Admin.

RCA FORM (OFFICE USE ONLY)

MEETING/DATE: 11/4/2025

Regular ☒ Special ☐ Work Session ☐

ATTACHMENT: YES ☐ NO ☒

Report ☐ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 5 **Sponsor(s):** N/A

Description:

Case No. Z-2025-12. (WOCO Partners, LLC) An application to annex and establish the zoning for 5.0 acres of an overall 6.57 acre tract of land generally located at the southeast corner of Muegge Road and S. Old Highway 94, from St. Charles County "R1E" Single Family Residence to the City of St. Charles "R-3A" Multiple Family Residential District. The subject property will be located in Ward 5 upon annexation.

Contract Extension/Renewal:	**Yes** ☐	**No** ☒
Information Paper Attached:	**Yes** ☐	**No** ☒

Staff Recommendation:	**Approve** ☐	**Disapprove** ☐
Board/Committee/Commission Recommendation:	**Approve** ☐	**Disapprove** ☐

Summary:

This application was TABLED at the October 20, 2025 Planning & Zoning Commission meeting. The applicant has requested this item be TABLED again to the December 8, 2025 Planning & Zoning Commission meeting. This application should be tabled to the January 6, 2026 City Council agenda.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)

Fiscal Impact: N/A

Account #: N/A

Project #: N/A

RCA prepared by: MPB Dept. Dir. [signature] Finance Dir. N/A Dir. of Admin. [signature]

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 11/4/2025
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☐ NO ☒
Report ☐ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): 5 **Sponsor(s):** N/A

Description:
Case No. Z-2025-13. (WOCO Partners, LLC) An application to rezone a 5.0 acre tract of land generally located at the southeast corner of Muegge Road and S. Old Highway 94, from "R-3A" Multiple Family Residential District to "PD-R" Planned Development - Residential. The subject property will be located in Ward 5 upon annexation.

Contract Extension/Renewal: Yes ☐ No ☒
Information Paper Attached: Yes ☐ No ☒

Staff Recommendation: Approve ☐ Disapprove ☐
Board/Committee/Commission Recommendation: Approve ☐ Disapprove ☐

Summary:
This application has been withdrawn by the applicant.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: N/A
Account #: N/A
Project #: N/A

RCA prepared by: MPB Dept. Dir. Finance Dir. N/A Dir. of Admin. CJ

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
October 7, 2025

The City Council convened in a Regular City Council Meeting on Tuesday, October 7, 2025, at 7:00 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, St. Charles, Missouri with President of the Council Michael Galba presiding. The Honorable Mayor Daniel J. Borgmeyer and Members of the Council were present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: None. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.
File #49361

The meeting was opened with a moment of silence and Pledge of Allegiance to the Flag led by City of Saint Charles Leader of Tomorrow Lainey Duncan - Discovery Elementary School.

PRESENTATIONS/AWARDS/PROCLAMATIONS

Milestone Award Presented to Suffragan Bishop Paul H. Evans Sr. of Grace Gospel Temple Church in Recognition of 50 Years of Pastoral Service

Mayor Borgmeyer presented a 50-Year Milestone Award to Suffragan Bishop Paul H. Evans Sr. of Grace Gospel Temple Church. Bishop Evans thanked the Mayor and City Council for their support and encouraged unity among City leaders.

Recognition of Preston Steinhoff for his Life Saving Efforts on September 18, 2025 *(referred by Mayor Daniel J. Borgmeyer)*

On behalf of the Mayor, Deputy Fire Chief Joe Gragnani recognized St. Charles resident Preston Steinhoff for his heroic actions during a house fire in Charlestowne on September 18, 2025. Before the Fire Department arrived, Mr. Steinhoff discovered the fire, called 911 and alerted residents. Along with another bystander, he helped to rescue a man from the basement, and saved a dog from the home. Deputy Chief Gragnani presented him with the Fire Department's Lifesaver Award in appreciation of his bravery. Mr. Steinhoff expressed gratitude to the other citizens who assisted and to the Fire Department for their swift response.

PUBLIC COMMENT

Arnie C. AC "Honest Abe" Dienoff spoke regarding government transparency, the City Charter, and the appointment process for Board and Commission vacancies.

REPORT OF THE MAYOR

Mayor Borgmeyer reported progress on tourism, events, promotions, and communications initiatives, as well as ongoing recruitment for two new department directors. He noted efforts to provide the Council with comprehensive information to support informed decision-making.

The Mayor addressed the recently filed recall petition.

He commended Police Chief Juengst and Deputy Fire Chief Joe Gragnani for their professionalism and timely communication during recent incidents.

The Mayor noted preparations are on schedule for the upcoming event season and reported strong activity in Economic Development, with multiple new and renewed projects anticipated for 2026.

He also announced an adjustment to Riverside Drive traffic flow, directing that the two-way section begin at Jefferson Street rather than Monroe Street to improve access during nearby construction.

Mayor Borgmeyer yielded time to Director of Administration Larry Dobrosky, who shared updates from the new "Tuesday Tidbits" communication series, including:

- Road construction on Second Street and in Frenchtown
- Riverpointe Development progress
- Recognition of Firefighter Kevin Drury and Police Officer Dennis O'Leary with the Medallion of Valor from Governor Kehoe

- Fire Department's distribution of free smoke detectors through a grant secured by Kathleen Thompson

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Justin Foust thanked everyone who contributed to the success of the 2025 Oktoberfest, which drew an estimated 140,000–160,000 visitors. He commended Public Safety staff, partners, and volunteers for their efforts, noting that local organizations volunteering in the Biergarten earned over $60,000 in tips. He also remarked that the one-way traffic flow on Riverside Drive was effective for managing large events.

Councilmember Mark Hollander congratulated the Special Events and Communications Department on the success of recent community events, including Pedal for the Cause, MO Cowbell, Oktoberfest, and Witches on Main, and noted preparations underway for Legends and Lanterns. He thanked the Public Works Department, the Special Events and Communications Department, and event committees for their coordination and efforts in showcasing the City and supporting local businesses.

PUBLIC HEARING

Council President Michael Galba announced the Public Hearing will now be held. At the conclusion of the Public Hearing, the regular order of business continued.

A. Case No. CU-2025-20. (Chatonyah Williams – Purr Luxe LLC) An application for a Conditional Use Permit per §400.220(C)(1)(a) for an Animal Service Establishment with Overnight Stays (feline-only boarding and grooming) within the "C-2" General Business District. The subject property is located at 1023 First Capitol Drive. The subject property is located in Ward 2. ***(RCA Attached)***

B. Case No. CU-2025-21. (Krunal Patel – The Taco Spot) An application for a Conditional Use Permit per §400.220(C)(1)(a) for Liquor Sales associated with an

existing permitted Restaurant use within the "C-2" General Business District located at 1801 Zumbehl Road. The subject property is located in Ward 6. ***(RCA Attached)***

C. Case No. LL-2025-16 Approval of a Liquor License Application for Krunal Patel d/b/a Taco Spot located at 1801 Zumbehl Road. **(Ward 6*) (RCA Attached)***

D. Case No. LL-2025-15 Approval of a Liquor License Application for Mosam Patel d/b/a Hampton Inn St. Charles located at 3720 W. Clay. **(Ward 6*) (RCA Attached)***

E. Case No. Z-2025-09. (Raymond E. Hummel, Jr.) An application to rezone a 15,960 square feet (more or less) tract of land, located at 800 First Capitol Drive, from "C-2/EHP" General Business District within the Extended Historic Preservation District to "CBD/EHP" Central Business District within the Extended Historic Preservation District, for the purpose of allowing a single-family dwelling unit. The subject property is located in Ward 2. ***Application WITHDRAWN by the Applicant. No Council Action Required. (RCA Attached)***

CONSENT AGENDA

A motion was made by MARK HOLLANDER to approve the Consent Agenda. VINCE RATCHFORD seconded the motion. A roll call vote was taken with the following results: Ayes: S. Hollander, Mitchell, Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh, and M. Hollander. Nays: None. Absent: None. Motion passed.

A. Approval of Council Minutes and Reports

1. Street Committee Minutes of August 19, 2025

File #49371

2. Public Hearing Minutes of September 2, 2025

File #49408

3. Council Work Session Minutes of September 9, 2025

File #49367

4. Street Committee Minutes of September 16, 2025

File #49371

5. Council Work Session Minutes of September 16, 2025

File #49367

6. Regular City Council Meeting Minutes of September 16, 2025

File #49361

7. Public Hearing Minutes of September 16, 2025

File #49409

B. Receipt of Reports from Boards, Commissions and Committees

1. Planning and Zoning Commission Meeting of July 14, 2025

File #49372

2. Planning and Zoning Commission Meeting of August 11, 2025

File #49372

3. Frenchtown Special Business District Advisory Board Meeting of August 14, 2025

File #49381

4. Landmarks Board Meeting of August 18, 2025

File #49377

C. Receipt of Director of Administration Reports

1. Notice of Emergency Purchase – Electric Controls Company

File #49378

D. Approval of Contracts and Easements

1. Supplemental Agreement No.2 with Crawford, Murphy, & Tilly, Inc. for a Time Extension to Satisfy Federal Requirements for Reimbursements for a Total Contract Amount Not to Exceed $986,983.56 *(Engineering Department)*

C23-241

2. Contract Amendment No.1 with Mississippi Lime Company for $250,000 for the Purchase of Additional Lime for the Water Treatment Plant for a Total Contract Amount Not to Exceed $900,000.00

C23-022

3. Contract with Kerber Eck & Braeckel LLP to Provide Independent Audit Services for Fiscal Years 2025, 2026 and 2027 in an Amount Not to Exceed $226,025.00

C25-258

E. Preliminary Plats

F. Miscellaneous

1. Report of the Court Administrator of Monies Collected and Deposited - August, 2025
2. Receipt of the Proposed Annual Budget for 2026 as Submitted by the Board of Directors of the St. Charles Riverfront Community Improvement District

File #49390

ITEMS REMOVED FROM THE CONSENT AGENDA

No items were removed from the Consent Agenda.

RESOLUTIONS

There were no Resolutions.

BILLS FOR FINAL PASSAGE

BILL 14011 (*TO BE WITHDRAWN)*

AN ORDINANCE AUTHORIZING THE CITY OF ST. CHARLES, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (CLEMENT MANAGEMENT SERVICES, LLC PROJECT), SERIES 2025, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH *(SPONSOR: JUSTIN FOUST)*

A motion was made by JUSTIN FOUST to withdraw Council Bill 14011. VINCE RATCHFORD seconded the motion. All voted in favor. Motion passed.

Bill Withdrawn.

File #49410

BILLS FOR INTRODUCTION

The following Council Bills were Introduced.

BILL 14012

AN ORDINANCE AMENDING SECTIONS 640.001 AND 640.160 OF THE CODE OF ORDINANCES PERTAINING TO ITINERANT MERCHANTS AND PROMOTERS AND, SPECIFICALLY, TO ADD CERTAIN PROMOTER REQUIREMENTS AND TO MAKE CERTAIN TEXTUAL CHANGES TO THE PENALTY PROVISION RELATING TO VIOLATIONS OF CHAPTER 640 OF THE CODE OF ORDINANCES *(SPONSOR: MARK HOLLANDER)*

BILL 14013

AN ORDINANCE AUTHORIZING A STATE TRANSIT ASSISTANCE GRANT AGREEMENT BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF ST. CHARLES, MISSOURI, FOR RECEIPT OF STATE TRANSPORTATION FUNDS IN THE AMOUNT OF $36,871.21 DURING THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2026 *(SPONSOR: MICHAEL GALBA)*

BILL 14014

AN ORDINANCE AUTHORIZING AGREEMENTS BY AND BETWEEN ST. CHARLES COUNTY, MISSOURI, AND THE CITY OF ST. CHARLES; SPECIFICALLY, AN AGREEMENT FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR FINANCING A PORTION OF THE CONSTRUCTION OF NORTH MAIN STREET WITHIN THE CITY CENTRE COMPLEX DEVELOPMENT, AN AGREEMENT FOR THE TRANSFER OF CITY HALL TO THE COUNTY, AND A FIRST AMENDMENT TO THE AGREEMENT FOR USE OF COUNTY TRANSPORTATION SALES TAX FUNDS FOR CONSTRUCTION OF NEW ROADWAYS WITHIN THE RIVERPOINTE DEVELOPMENT *(SPONSORS: MICHAEL GALBA, MARK HOLLANDER, BILL OTTO, MARY WEST, JUSTIN FOUST, BRIAN GOULD, BART HABERSTROH, AND STEVE HOLLANDER)*

BILL 14015

AN ORDINANCE AUTHORIZING AN ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES CAPITAL AND OPERATING ASSISTANCE GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO RECEIVE SECTION 5310 FEDERAL FUNDS IN AN AMOUNT NOT TO EXCEED EIGHTY PERCENT (80%) OF THE

COSTS TO ACQUIRE THREE ACCESSIBLE REAR ENTRY MINIVANS *(SPONSOR: MICHAEL GALBA)*

BILL 14016

AN ORDINANCE AUTHORIZING THE CITY OF ST. CHARLES, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (CLEMENT MANAGEMENT SERVICES, LLC PROJECT), SERIES 2025, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH *(SPONSOR: JUSTIN FOUST)*

ITEMS FOR COUNCIL ACTION

At 8:04 p.m., VINCE RATCHFORD made a motion to adjourn into closed session pursuant to RSMo 610.021(1), RSMo 610.021(3), RSMo 610.021(12) and RSMo 610.021(13), as amended. MARY WEST seconded the motion. A roll call vote was taken with the following results: Ayes: Mitchell, Otto, Ratchford, West, Foust, Galba, Gould, Haberstroh, M. Hollander, and S. Hollander. Nays: None. Absent: None. Motion passed.

The closed portion of the Regular City Council Meeting adjourned at 8:23 p.m.

At 8:24 p.m., a motion was made by MARK HOLLANDER to adjourn the Regular City Council meeting. BILL OTTO seconded the motion. All voted in favor. Motion passed.

The Regular City Council Meeting was adjourned at 8:24 p.m.

_____

Date Approved

_____ _____

Emily Galantowicz, Assistant City Clerk Michael Galba, Presiding Officer

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI
October 21, 2025

The City Council convened in a Regular City Council Meeting on Tuesday, October 21, 2025, at 7:00 p.m. in the Council Chambers on the fourth floor of City Hall, 200 North Second Street, St. Charles, Missouri, with President of the Council Michael Galba presiding. The Honorable Mayor Daniel J. Borgmeyer and Members of the Council were present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Steve Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: None. City Clerk Kimberly Hudson was present and performed the duties of that office.

File #49361

The meeting was opened with the Invocation, followed by a moment of silence, and the Pledge of Allegiance to the Flag.

MARK HOLLANDER made a motion to excuse the absence of Councilmember Bill Otto. MARY WEST seconded the motion. All in favor. Motion passed.

PRESENTATIONS/AWARDS/PROCLAMATIONS

Proclamation Recognizing October as National Code Enforcement Appreciation Month in the City of Saint Charles, Missouri

Mayor Daniel J. Borgmeyer presented a proclamation to Community Development Director Zach Tusinger and the Code Enforcement Team declaring October as National Code Enforcement Appreciation Month in the City of Saint Charles, Missouri.

PUBLIC COMMENT

Arnie C. AC "Honest Abe" Dienoff, City-County Public Advocate, P.O. Box 1535, O'Fallon, Missouri, spoke relative to crime, tax giveaways, industrial revenue bonds and made a verbal request under the Missouri Sunshine Law to view public records relative to Item 8.F.17 on the agenda.

REPORT OF THE MAYOR

Mayor Daniel J. Borgmeyer reported we have had a very busy week with a lot of interaction with developers, investors, and general businesses and asked Director of Administration Larry Dobrosky to share STC Highlights and Achievements for the week. Mr. Dobrosky provided a report on the following STC Highlights and Achievements:

- Public Safety is our Priority
- Resident Input Shapes the City
- Fire Battalion Chief Burlingame Highlights our Culture
- Saint Charles Christmas Traditions® Honored with Statewide Award
- Ward Meetings Make a Difference
- Proactive Sewer Upgrades on Arena Parkway
- Site Plan Approved for "Boulders at Southpointe" Apartments

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Councilmember Steve Hollander announced the Ward 10 City Talk Town Hall meeting will be held Thursday, October 23rd at 6:00 p.m. at St. Charles West High School Auditorium located at 3601 Droste Rd.

Councilmember Denise Mitchell read the following announcements:

Last Wednesday, the Parks Board was presented with drawings of the plans for Stage 1 of Legacy Farms Park and given an update. This SW portion of the park site has been identified as the family/nature play area. Paired with stormwater management strategies, this area would combine passive and active recreation opportunities.

The amenities planned include: a signature playground, pavilion and restrooms, which will be a key destination for families. This signature playground will offer a play tower, structures, swings, spinners adventure play area, hillside play area and a tot play area. Berms and landforms will shape the nature play area and blend with the more organic elements of the stormwater management system within this section of the park. A bike pump track and an 18-hole disc golf

course will blend with the landscape. Additionally, various boardwalks, pavilions, outdoor classrooms and native planting areas will provide quiet and passive spaces for park users, complementing the other program elements proposed. Parks is waiting to hear back from MoDot to determine where the main entrance will be best suited and then we will go from there. I appreciate the Mayor, Director Dobrosky and Councilmembers Galba and Otto who came to hear the update and see the plans Parks has been working on.

I would like to invite everyone to the St. Charles Parks and Recreation Foundation's 2025 Turkey Bowl. This is the Foundation's annual bowling fundraiser that helps the scholarship fund for City Residents. The funds go to support residents who are unable to afford recreation program fees. The proceeds can help sponsor a child to attend Summer Fun Day Camp, learn how to play soccer, or enjoy a hot summer day at the pool. Please consider supporting the Parks' Scholarship Fund by sponsoring a bowling lane, donating a gift for the raffle or challenging your friends and family to a bowling match. Tickets are $4 per person and that includes one game and shoe rental. There are hourly prize drawings for those in attendance and a raffle table. For advance tickets contact the parks office at 636-949-3372 or just bring cash on the day of the event. It will be held on Saturday 11/8 from 12:30-5 at Plaza Lanes at 506 Droste. Hope to see you there.

The St. Charles County Municipal League meeting will be held on Tuesday, October 28th in Dardenne Prairie. There will be several Missouri State Representatives in attendance that will be taking questions and providing answers and address their priorities in the next session. Please RSVP with Edwina Conley.

Councilmember Michael Galba announced he appreciated Mr. Dobrosky's shout out regarding Christmas Traditions® and would also like to announce the Legends and Lanterns is celebrating their 20th anniversary this year and he is grateful for both of these amazing events and the visitors it brings to our Main Street and encouraged all to visit Main Street for both of these events.

PUBLIC HEARING

There were no public hearings.

CONSENT AGENDA

A motion was made by DENISE MITCHELL to approve the Consent Agenda. MARY WEST seconded the motion. A roll call vote was taken with the following results: Ayes: Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Ratchford, West and Foust. Nays: None. Absent: Otto. Motion passed.

A. Approval of Council Minutes and Reports

1. Council Work Session Minutes of October 7, 2025

File #49367

2. Public Hearing Minutes of October 7, 2025

File #49411

3. Special City Council Meeting of October 14, 2025

File #49361

B. Receipt of Reports from Boards, Commissions and Committees

1. Main Street Special Business District Advisory Board Meeting of August 7, 2025

File # 49374

2. Main Street Special Business District Advisory Board Meeting of September 4, 2025

File #49374

3. Frenchtown Special Business District Advisory Board Meeting of September 11, 2025

File #49381

4. Senior Citizen Advisory Commission Meeting of September 9, 2025

File #49373

C. Receipt of Director of Administration Reports

1. FITS Report – August 2025

File #49375

2. FITS Report – September 2025

File #49375

D. Approval of Contracts and Easements

1. Authorization to Enter into a 2026 Missouri Blue Shield Grant Program (MBSGP) Agreement for the Project Period of October 1, 2025 – May 15, 2026 with the Missouri Department of Public Safety in the Amount of $50,000.00 to Purchase Fixed LPR Cameras

C25-261

2. Change Order No. 3 with Kolb Grading LLC for Riverpointe Phase 1B Mass Grading Project in the Amount of $2,741,780.00 for a Total Contract Amount not to Exceed $4,950,202.56

C24-251

3. Supplemental Agreement No. 3 with George Butler Associates (GBA) for the Second Street Reconstruction Project in the Amount of $167,457.31 for a Total Contract Amount not to Exceed $573,885.14

C22-031

*4. Acknowledging the Renewal and Setting Contribution Rates with Delta Dental to Provide Dental Insurance Coverage to the Council, Mayor, All Full-Time Employees and their Eligible Dependents, Eligible Retirees and Eligible Spouses for the Period January 1, 2026 through December 31, 2026 in an Amount not to Exceed $107,350.00

C24-225

*5. Acknowledging the Renewal and Setting Employer Contribution Rates with The Standard to Provide Group Term Life Insurance, Dependent Life and Accidental Death and Dismemberment (AD&D) Insurance Coverage for the City Council, Mayor and Full-Time Employees for the Period January 1, 2026 through December 31, 2026 in an Amount not to Exceed $52,000.00

C24-228

*6. Acknowledging the Renewal and Setting Employer Contribution Rates with The Standard to Provide Long Term Disability Insurance for Full-Time Employees for the Period January 1, 2026 through December 31, 2026 in an Amount not to Exceed $100,000.00

C24-226

*7. Acknowledging the Renewal and Setting Employee Contribution Rates for The Standard (VSP Network) to Provide Vision Insurance Coverage to the Council, Mayor, All Full-Time Employees and their Eligible Dependents, Eligible Retirees and Eligible Spouses for the Period January 1, 2026 through December 31, 2026

C24-229

*8. Acknowledging the Renewal and Setting Employee Contribution Rates with The Standard to Provide Voluntary Life and Voluntary Accidental Death and Dismemberment (AD&D) Insurance Coverage to the Council, Mayor and Full-Time Employees for the Period January 1, 2026 through December 31, 2026

C24-227

*9. Acknowledging the Renewal and Setting Contribution Rates with UMR and Sun Life to Provide a Self-Funded Medical Insurance Program to the Mayor, City Council, All Full-Time Employees and their Eligible Dependents, Eligible Retirees and their Eligible Spouses from January 1,

2026 through December 31, 2026 in an Amount Estimated to be $1,462,545.24

C24-224

E. Preliminary Plats

F. Miscellaneous

1. Report of the Court Administrator of Monies Collected and Deposited - September 2025

2. Receipt of the Proposed Annual Budget for 2026 as Submitted by the Board of Directors of the 501 South Main Street Community Improvement District

File #49390

3. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the 1st Capitol Drive Community Improvement District

File #49390

4. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Bogey Hills Plaza Community Improvement District

File #49390

5. Receipt of the Proposed Annual Budget for 2026 and First Amended Budget for 2025 as Submitted by the Board of Directors of the Charlestowne Crossing Villa Community Improvement District

File #49390

6. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Elm & 370 Community Improvement District

File #49390

7. Receipt of the Proposed Annual Budget for 2026, Amended Budget for 2025, and Budget to Actual for 2025 as Submitted by the Board of Directors of the Elm Point Commons Community Improvement District

File #49390

8. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Fairgrounds Road Community Improvement District

File #49390

9. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the South Fifth Street Community Improvement District

File #49390

10. Receipt of the Proposed Annual Budget for 2026 Submitted by the Board of Directors of the Suits U Mexico Community Improvement District

File #49390

11. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Veterans Memorial Parkway Community Improvement District

File #49390

12. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Plaza at Noah's Ark Community Improvement District

File #49390

13. Receipt of the Proposed Annual Budget for 2026 as Submitted by the Board of Directors of the Zumbehl Road Community Improvement District

File #49390

14. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Fountain Lakes Commerce Center North Community Improvement District

File #49390

15. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Riverpointe Phase 3 Community Improvement District

File #49390

16. Receipt of the Proposed Annual Budget for 2026 and Amended Budget for 2025 as Submitted by the Board of Directors of the Riverpointe Community Improvement District

File #49390

17. Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law *(City Clerks Department)*

File #49365

18. Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law *(Finance Department)*

File #49365

ITEMS REMOVED FROM THE CONSENT AGENDA

No items were removed from the Consent Agenda.

RESOLUTIONS

There were no Resolutions.

BILLS FOR FINAL PASSAGE

BILL 14016

AN ORDINANCE AUTHORIZING THE CITY OF ST. CHARLES, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (CLEMENT MANAGEMENT SERVICES, LLC PROJECT), SERIES 2025, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH *(SPONSOR: JUSTIN FOUST)*

A motion was made by JUSTIN FOUST to amend Exhibit E, Performance Agreement, Article 3, Section 3.2 (e) to remove the phrase "an additional PILOT Payment" and replace it with "a Contractual Payment" so that the paragraph reads, "If the Company sells any portion of the Project before December 31, 2035, the Company must pay to the City, within 30 days after such sale, a Contractual Payment equal to the amount of sales tax that the City would have received through Year 10 had the annual sales benchmarks been attained." MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: Ayes: Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Ratchford, West, Foust and Galba. Nays: None. Absent: Otto.

The City Clerk read Council Bill 14016. A roll call vote was taken with the following results:

Passed	Ayes:	Haberstroh, M. Hollander, S. Hollander, Mitchell, West, Foust, Galba and Gould.
	Nays:	Ratchford
	Absent:	Otto

Approved by the Honorable Mayor on October 22, 2025 and is known as Ordinance **25-079**

BILLS FOR INTRODUCTION

The following Council Bills were Introduced.

BILL 14017

AN ORDINANCE AUTHORIZING ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSISTING OF SANITARY SEWER AND MANHOLES, STORM SEWERS AND STRUCTURES, AND WATER MAIN AND HYDRANTS AT THE OAKLEIGH PARK ADDITION, AND AUTHORIZING RELEASE OF SECURITY RELATED THERETO *(SPONSOR: DENISE MITCHELL)*

BILL 14018

AN ORDINANCE AMENDING ORDINANCE NUMBER 24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE BUDGET FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #10) *(SPONSOR: BART HABERSTROH)*

BILL 14019

AN ORDINANCE AUTHORIZING A SERVICE CONTRACT AGREEMENT BY AND BETWEEN RELATIVITY, INC., THE CENTER FOR ADVANCED SKILLS TRAINING IN LAW ENFORCEMENT (CASTLE), THE CITY OF ST. CHARLES, AND THE CITY OF O'FALLON *(SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER)*

BILL 14020

AN ORDINANCE AUTHORIZING A POLICE SERVICES AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND THE FRANCIS HOWELL SCHOOL DISTRICT FOR ONE (1) SCHOOL RESOURCE OFFICER FOR THE PERIOD TO RUN THROUGH TO JUNE 30, 2027 *(SPONSORS: BILL OTTO, MARK HOLLANDER,*

VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER)

ITEMS FOR COUNCIL ACTION

There were no items for Council Action.

At 7:42 p.m., a motion was made by MARK HOLLANDER to adjourn into closed session pursuant to RSMo 610.021(3), as amended. MARY WEST seconded the motion. A roll call vote was taken with the following results: Ayes: M. Hollander, S. Hollander, Mitchell, Ratchford, West, Foust, Galba, Gould and Haberstroh. Nays: None. Absent: Otto. Motion passed.

The closed portion of the Regular Council Meeting adjourned at 8:18 p.m.

At 8:19 p.m., a motion was made by MARK HOLLANDER to adjourn the Regular City Council meeting. MARY WEST seconded the motion. All voted in favor. Motion passed.

The Regular Council Meeting was adjourned at 8:19 p.m.

_____

Date Approved

_____ _____

Kimberly Hudson, City Clerk Michael Galba, Presiding Officer

MEETING MINUTES - August 28, 2025

FOUNDRY
ART CENTRE

520 North Main Center, Saint Charles, Missouri

THE GREATER SAINT CHARLES CONVENTION & VISITORS COMMISSION

Tourism Commissioners:

Mayor Dan Borgmeyer	Ms. Ashley Gaddy	Ms. Lydia Crespo
Council Liaison Mr. Mark Hollander	Mr. Dan Tripp	Ms. Trudy Pagano
Chairperson Mr. Scott Tate	Ms. April Moxley	Alt. Council Liaison Justin Foust
Ms. Marsha Adams		

Call to Order & Introductions: The Tourism Commission Meeting was called to order at 4:00pm by Chair, Mr. Scott Tate. Other Commissioners present were: Mayor Dan Borgmeyer, Mr. Mark Hollander, Ms. April Moxley, Ms. Marsha Adams, Ms. Lydia Crespo, Ms. Ashley Gaddy, Ms. Trudy Pagano, and Mr. Dan Tripp. Staff members present were: Interim Director and Assistant City Administrator Larry (L.P.) Perney, Assistant Director, Elizabeth Phelps, Director of Sales, Joanie Ohlms, and Staff Liaison, Pamela Castellano. Also present: Director of Administration, Larry Dobrosky, Director of Special Events and Communications, Beth Norviel, and Media Producer, Jim Pruett.

1. **Approval of Minutes:** A motion was made by Ms. Marsha Adams to approve the July meeting minutes. The motion was seconded by Ms. Lydia Crespo and was approved unanimously.

2. **Questions relative to reports provided in Agenda Packet:**
   - STR: Ms. Adams called attention to St. Charles County's first place ranking in the reported hotel occupancy percentages.
   - Convention Center: There were no questions relative to the report provided.
   - CVB Financial: There were no questions relative to the report provided.

3. **CVB and Foundry updates:** Mr. Perney referenced and offered an overview of the CVB and Foundry updates provided in this month's Tourism Commission packet.

4. **Discussion relative to the future structure and operations of the City of St. Charles' Public Event, Sales and Communications Departments:** Director of Administration, Larry Dobrosky provided an overview of the recent proposal presented to the City Council and related discussions about the City's organizational structures and the combining of Special Events and The Convention and Visitors Bureau. Mayor Borgmeyer provided further information about the intent behind the proposed changes to the organizational structure and of the importance of continuous evaluation of City Departments.
   A discussion was held relative to the City's past efforts to combine resources and Departments.
   A discussion was held relative to the history of the City's Special Events Department and the amount of events they oversee.
   A discussion was held relative to the proposed organizational charts provided in Administration's proposal.
   A discussion was held relative to the City's agreement with St. Charles County to provide marketing

support to Historic Missouri Wine Country.
A discussion was held relative to our marketing efforts the how the City maintains connections with our visitors.

5. **Public Comments:**
Laura Sipes spoke relative to the future structure and operations of the City of St. Charles' Public Event, Sales and Communications Departments and also relative to the proposed Data Center.
Ann Hazelwood spoke relative to the future structure and operations of the City of St. Charles' Public Event, Sales and Communications Departments.
Jaimie Newsham spoke relative to the future structure and operations of the City of St. Charles' Public Event, Sales and Communications Departments.
Laura Gibbons spoke relative to the future structure and operations of the City of St. Charles' Public Event, Sales and Communications Departments.
Venetia Powell spoke relative to the future structure and operations of the City of St. Charles' Public Event, Sales and Communications Departments.
Steve Powell spoke relative to the future structure and operations of the City of St. Charles' Public Event, Sales and Communications Departments.
Nancy Struckhoff spoke relative to the future structure and operations of the City of St. Charles' Public Event, Sales and Communications Departments.

6. **Announcements | Updates:**
   - Mayor: Mayor Borgmeyer announced that Mr. Bill Willbrand has resigned from the Greater Saint Charles Convention and Visitors Commission.
   - Council Liaison: Mr. Mark Hollander provided his comments during the Commission's previous **discussion relative to the future structure and operations of the City of St. Charles' Public Event, Sales and Communications Departments:** Mr. Hollander expressed his recommendation for the City to pause, take a step back, and review all potential impacts on our businesses and our residents. Mr. Hollander further recommends the City conduct an impact study to learn how these events effect tourism and to gain a better understanding of this economic driver.
   - Commissioners: Ms. Marsha Adams expressed concerns about the City's upcoming City Fair, specifically regarding the event's budget and volunteers.

6. **Adjournment:** A motion to adjourn was made by Ms. Crespo and seconded by Mr. Hollander. The August meeting of The Greater St. Charles Convention and Visitors Commission adjourned at 5:24pm

Approved: _____ September 25, 2025

MEETING MINUTES – September 25, 2025

GREATER SAINT CHARLES MISSOURI
CONVENTION AND VISITORS BUREAU

230 South Main Street, St. Charles, Missouri

THE GREATER SAINT CHARLES CONVENTION & VISITORS COMMISSION

Tourism Commissioners:

Mayor Dan Borgmeyer
Council Liaison Mr. Mark Hollander
Chairperson Mr. Scott Tate
Ms. Marsha Adams
Ms. Ashley Gaddy
Mr. Dan Tripp
Ms. April Moxley
Ms. Lydia Crespo
Ms. Trudy Pagano
Alt. Council Liaison Justin Foust

Call to Order & Introductions: The Tourism Commission Meeting was called to order at 4:00pm by Chairperson, Mr. Scott Tate. Commissioners present were: Mayor Dan Borgmeyer, Council Liaison, Mr. Mark Hollander, Ms. April Moxley, Ms. Marsha Adams, Ms. Lydia Crespo, Mr. Dan Tripp and Ms. Trudy Pagano. Staff members present were: Director of Sales, Joanie Ohlms, and Staff Liaison, Pamela Castellano. Also present: Mr. Steve Powell, Mr. John Lyerla, and City Councilmember, Mr. Bill Otto.

1. **Approval of Minutes:** A motion was made by Ms. Lydia Crespo to approve the August 28, 2025 Meeting Minutes. The motion was seconded by Ms. Marsha Adams and was approved unanimously.

2. **Questions relative to reports provided in Agenda Packet:** There were no questions relative to the reports provided.
   - STR
   - Convention Center
   - CVB Financial

3. **CVB and Foundry updates:** Director of Sales, Joanie Ohlms referenced and offered an overview of the CVB and Foundry updates provided in this month's Tourism Commission packet.

   Ms. Ohlms also provided the Sales Division update and shared highlights with the Commission.

4. **Public Comments:** Mr. Steve Powell read and provided copies to Commissioners, a Draft Resolution in "Support of The Greater Saint Charles Convention and Visitors Bureau as City Department."
   A discussion was held relative to the draft resolution, and about commissioning an Impact Study to examine the current structures and functions of the City's Communications, Special Events, and Tourism Departments.
   Mayor Borgmeyer requested some time before contracting for an impact study, and stated his intention to conduct an in-depth review and evaluation of the operations and job descriptions within these three departments. Mayor added that his Assistant, Amy Milstead, is currently conducting research to support this effort, and that he intends to deliver to the City Council, a new proposal at the end of this year.

5. **Announcements | Updates:**
   - Mayor: Mayor Borgmeyer restated the City's significant need for more hotel rooms and added his optimism for the development of new hotels in our near future.
   - Council Liaison: Mr. Hollander provided comments on the current and temporary one-way configuration on Riverside Drive, and supported not only the primary public safety objective, but the added benefit of 167 additional parking spaces.
     A discussion was held relative to the delivery challenges on Main Street during this temporary one-way configuration.
     Mr. Hollander also reported that work has begun on a new City Ordinance, intended to protect access to our restaurants during festivals.
   - Commissioners: Ms. Adams made a request to view the city's budget for the Saint Charles Fair event. Mayor Borgmeyer responded with his intent to obtain this budget for Ms. Adams. Ms. Adams also announced that the Frenchtown Heritage Museum hopes to commission a new and updated painting of Frenchtown, as a companion piece to Rachel Carlson's *"Frenchtown Fantasy"* painting from 1992.
     Ms. Moxley mentioned that she is looking forward to collaborating with the City during January's Fete de Glace and Bowls and Brews events.

6. **Adjournment:** A motion to adjourn was made by Ms. Lydia Crespo and seconded by Mark Hollander. The September Meeting of The Greater St. Charles Convention and Visitors Commission adjourned at 4:45pm.

Approved: _____ October 23, 2025

LANDMARKS BOARD - MINUTES
September 22, 2025
City Council Chambers, Fourth Floor City Hall
200 North Second Street
St. Charles, MO 63301

MEMBERS PRESENT
Steve Martin, Chair
Michelle Beucke
Dave Settle
John Donnelly
Tom Smith
Christi Tennyson
Steve Hollander, Council Liaison

STAFF PRESENT
Taylor Moore, Preservation Planner
John Boyer, Assistant Director of CD

Absent: Jill Ryan

On Monday, September 22, 2025, at 6:00 p.m., the City of St. Charles Landmarks Board held its regular monthly meeting in the Council Chambers on the fourth floor of City Hall.

1. **Call to order and call the roll.**
   Chairman Steve Martin called the meeting to order at 6:00 p.m. Secretary Christi Tennyson called the roll. Those in attendance are listed above.

2. **The Pledge of Allegiance**

3. **Consent Agenda**

   (A) Case No. EC-2025-047 807 North 6th Street. Midtown Home Improvements. The applicant is requesting permission to construct a new deck in the rear of the dwelling [Commons Preservation District, Ward 1].

   (B) Case No. EC-2025-051 302 Jefferson Street. Dave Wieland. The applicant is requesting permission to make general maintenance repairs to the structure [Extended Historic Preservation District, Ward 1].

   (C) Case No. EC-2025-052 524 South 6th Street. Renewal by Anderson. The applicant is requesting permission to replace seven windows on the dwelling [Extended Historic Preservation District, Ward 2].

   (D) Case No. EC-2025-053 728 North Benton Avenue. Brandon Rew. The applicant is requesting permission to tuckpoint the dwelling and repaint the front porch [Commons Preservation District, Ward 1].

   Steve Hollander made a motion to approve the consent agenda. Tom Smith seconded the motion. Seven were in favor, none were opposed (7-0), the motion passed.

4. **Removed Consent Agenda Items**

5. **Sign Permit Applications**

   (A) Sign Permit No. 2025-4348 700 South Main Street. Nikki Hickman. The applicant is requesting permission to install a projecting sign for the business "Serendipity Gifts" [South Main Preservation District, Ward 2]. ***Nikki Hickman was present to answer questions from the Board.***

Steve Hollander made a motion to approve the sign permit. John Donnelly seconded the motion. All were in favor (7-0), the motion passed.

(B) Sign Permit No. 2025-4566 1100 North 2nd Street. Michael & Cynthia Padella. The applicants are requesting permission to install new signage for the business "Frenchtown Event Space" [Frenchtown Preservation District, Ward 1]. ***Michael Padella was present to answer questions for the Board. Tom Smith made a motion to approve the new signage. Dave Settle seconded the motion. All were in favor (7-0), the motion passed.***

6. Structure Review

(A) Case No. EC-2025-035 1114 Lindenwood Avenue. David Capp. The applicant is requesting permission to construct a dormer on the second floor [Extended Historic Preservation District, Ward 1]. ***David Capp was present to answer questions from the Board. Michelle Beucke made a motion to approve the project, subject to the condition the roofline will continue below the dormers. All were in favor (7-0), the motion passed.***

(B) Case No. EC-2025-048 700 North 3rd Street. Midtown Home Improvements. The applicant is requesting permission to replace the front door on the dwelling [Frenchtown Preservation District, Ward 1]. ***The applicant tabled the application to the next meeting to draft a new design for the door.***

(C) Case No. EC-2025-049 221 North Benton Avenue. Midtown Home Improvements. The applicant is requesting permission to replace nineteen windows on the dwelling [Extended Historic Preservation District, Ward 2]. ***Midtown Home Improvement Representatives were present to answer questions for the Board. Christi Tennyson made a motion to approve the windows subject to the condition recommended by Staff. Michelle Beucke seconded the motion. All were in favor (7-0), the motion passed.***

(D) Case No. EC-2025-050 301 Tecumseh Street. Joe Redding. The applicant is requesting permission to enclose several windows on the structure [Extended Historic Preservation District, Ward 1]. ***Joe Redding was present to answer questions for the Board. Michelle Beucke made a motion to approve the window enclosure with a flat Hardie Board siding. John Donnelly seconded the motion. All were in favor (7-0), the motion passed.***

(E) Case No. EC-2025-054 729 Clark Street. Ryan Wetzel. The applicant is requesting permission to make alterations to the front porch of the dwelling [Extended Historic Preservation District, Ward 1]. ***Ryan Wetzel was present to answer questions for the Board. Michelle Beucke made a motion to approve the application. John Donnelly seconded the motion. All were in favor (7-0), the motion passed.***

(F) Case No. EC-2025-055 1069 Madison Street. Window World STL. The applicant is requesting permission to replace nineteen windows on the dwelling [Extended Historic Preservation District, Ward 2]. ***Home owner Jennifer Stachula was present to answer questions for the Board. Tom Smith made a motion to approve the application, subject to the condition recommended by Staff. Christi Tennyson seconded the motion. All were in favor (7-0), the motion passed.***

(G) Case No. EC-2025-056 809 North 3rd Street. Greener Designs. The applicant is requesting permission to replace an existing retaining wall on the property [Frenchtown Preservation District, Ward 1]. ***Greener Designs representative was present to answer questions for the Board. Michelle Beucke made a motion to approve the application as submitted. Tom Smith seconded the motion. All were in favor (7-0), the motion passed.***

(H) Case No. EC-2025-057 1112 North 4th Street. Jean Giacchi. The applicant is requesting after-the-fact approval to install a pergola in the rear of the property [Frenchtown Preservation District, Ward 1]. ***Joan Giacchi was present to answer questions for the Board. Tom Smith made a motion to approve the application, subject to the condition recommended by Staff. Steve Hollander seconded the motion. All were in favor (7-0), the motion passed.***

7. **Announcements/Reports from Officers** – ***N/A***

8. **Staff Reports** – ***N/A***

9. **Approval of August 18, 2025 regular meeting minutes**

   Steve Hollander made a motion to approve the minutes, John Donnelly seconded the motion. Five were in favor, none were opposed, and two abstained (5-0-2).

10. **Adjournment**

    Steve Hollander made a motion to adjourn. Tom Smith seconded the motion. All were in favor (7-0), the meeting adjourned at 6:32pm.

SECRETARY

10/27/25
DATE

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

Contract #_____
(City Clerk will Assign)

CONTRACT ROUTING SLIP
(YELLOW PAPER)
CONTRACTS EXCEEDING $100,000.00

Requesting Department:	Engineering	**Department Contact:**	Jonathan Silver/Grace Capri
Vendor Name & NWS#:	CRAWFORD MURPHY & TILLY INC / 2020		
Description/Purpose:	Authorization to enter into Supplemental Agreement #5 with Crawford, Murphy, & Tilly, Inc. (CMT) for the Main Street Extension, in the amount of $264,237.92, total contract not to exceed $1,484,517.94.		
Account #:	401-502-502-872-101 $264,237.92		
Project #:	23ENGST3		
Amount of this Routing:	$ 264,237.92	**Change PO #:**	2025323
Contract Type:	Contract Amendment	**N/A**	Coop#:
Contract Term:	To completion of project	**Renewal Options:**	N/A
If Renewal or Amendment: C#	C23-288	**Amendment #** 4	**Renewal #**
Original Contract Value:	$ 908,865.08	**Total of Previous Amendments:**	$ 311,414.94
Total Contract Value:	$ 1,484,517.94		

Certifications: to be completed by Originating Department Director	
All obligations and/or payment amounts of both parties, and reimbursable expenses (if any), are included in the contract	Yes
All required forms are current and attached	Yes
Vendor executed contract attached	Yes

As the responsible **DEPARTMENT DIRECTOR**, for the contract's originating department, I certify that I have reviewed the terms and conditions of the agreement and I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided. By signing below, I certify that this agreement complies with City policies, any rules, terms and conditions relating to any funding source, and that the Department can and will comply with the terms of the Agreement.

Printed Name:	**Signature:**
Dan Mann	DocuSigned by: Dan Mann 10/23/2025

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann 10/27/2025
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 10/27/2025
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor 10/27/2025
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 10/27/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 11/04/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☐

Bill #_____

Request for Council Action

Ward(s): 1 **Sponsor(s):** CONSENT AGENDA

Description:
Authorization to enter into Supplemental Agreement #5 with Crawford, Murphy, and Tilly, Inc. (CMT) to provide additional engineering services for the Main Street Extension, not to exceed $264,237.92, total contract not to exceed $1,484,517.94.

Contract Extension/Renewal:	**Yes** ☐	**No** ☑
Information Paper Attached:	**Yes** ☑	**No** ☐

Staff Recommendation:	**Approve** ☑	**Disapprove** ☐
Board/Committee/Commission Recommendation:	**Approve** ☐	**Disapprove** ☐

Summary:
The project required additional design and coordination work due to added design scope for a storm sewer outfall structure and new water main along Main Street. This supplemental agreement will add this additional scope to CMT's contract to allow them to complete the design work.

Staff recommends approval of this Supplemental Agreement.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: 264,237.92 **Change PO #:** 2025323
Account #: 401-502-502-872-101 $264,237.92

Project #: 23ENGST3

RCA prepared by: JS Dept. Dir. DM Finance Dir. JP Dir. of Admin. LSD

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

MAIN STREET EXTENSION
LOCATION MAP

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

SUPPLEMENTAL AGREEMENT NO. 5

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, & TILLY, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 5 to the Engineering Services Contract made and entered into this _____ day of _____, 2025 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **Crawford, Murphy, & Tilly, Inc. (CMT)** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on October 19th, 2023, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Main Street Extension", hereinafter "PROJECT". The original contract value was $908,865.08.

WHEREAS, on June 3rd, 2024, the parties hereto entered into a Supplemental Agreement No. 1 to provide additional services for the PROJECT in an amount of $10,854.00 for a total contract value of $919,719.08.

WHEREAS, on June 20th, 2024, the parties hereto entered into Supplemental Agreement No. 2 to provide additional services for the PROJECT in an amount of $202,586.94 for a total contract value of $1,122,306.02.

WHEREAS, on August 21st, 2024, the parties hereto entered into Supplemental Agreement No. 3 to provide additional services for the PROJECT in an amount of $78,406.00 for a total contract value of $1,200,712.02.

WHEREAS, on May 21st, 2025, the parties hereto entered into Supplemental Agreement No. 4 to provide additional services for the PROJECT in an amount of $19,568.00 for a total contract value of $1,220,280.02.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 5 Scope and Fee as shown in Attachment A. This requires a change in the scope of services of the aforesaid Engineering Services Contract in an amount not to exceed Two Hundred Sixty-Four Thousand Two Hundred Thirty-Seven dollars and Ninety-Two cents ($264,237.92).

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Attachment A) in addition to the Scope of Services described in Schedule B of the Prime Contract, and CITY shall pay ENGINEER an amount not to exceed $264,237.92.

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

2. ENGINEER will provide the consulting services described herein at actual hourly costs and directly reimbursable fees in accordance with the attached Schedule of Fees and Hourly Rates (Attachment A) in addition to the Schedule of Fees and Hourly Rates described in Schedule C of the Prime Contract.

3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged. The contract total is changed from $1,220,280.02. to $1,484,517.94.

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

SUPPLEMENTAL AGREEMENT NO. 5

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, & TILLY, INC.

Original Contract Ceiling	$ 908,865.08
Supplemental Agreement No. 1	$ 10,854.00
Supplemental Agreement No. 2	$ 202,586.94
Supplemental Agreement No. 3	$ 78,406.00
Supplemental Agreement No. 4	$ 19,568.00
Supplemental Agreement No. 5	$ 264,237.92
TOTAL	**$ 1,484,517.94**

CRAWFORD, MURPHY, & TILLY, INC.

10/7/2025
Signature Date

R. Jay Rakers
Printed Name

ATTEST:

10/7/2025
Signature Date

BRAD SPANBERGER
Printed Name

CITY OF ST. CHARLES, MISSOURI

Daniel J. Borgmeyer, Mayor Date

ATTEST:

City Clerk Date

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

SUPPLEMENTAL AGREEMENT NO. 5

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, AND TILLY, INC.

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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:
Jennifer O'Connor 10/27/2025
C5FB3E8A40BE40D...
Director of Finance, St. Charles Date

Jennifer O'Connor

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

ATTACHMENT A

City of Saint Charles – Department of Engineering
Main Street Extension – 23ENGST3

SUPPLEMENT NO. 5 - SCOPE OF SERVICES

TASK 1 CMT Project Administration

Meeting Support through an Extended Project Schedule

- Facilitation/attendance of additional Main Street project and City Hall project meetings
- Participation in utility planning for new ACF developments, which were not anticipated at the time of contract execution.

Expanded Team Participation

- Inclusion of CMT Building and Civil Site team members and CMT Structural Engineers in meetings and coordination efforts to assist with the City Hall project and drainage design. These disciplines were not originally scope but have become essential to the project's success.

Subconsultant and City Coordination

- Coordination of upfront supplements (all non-CMT subconsultant work) to support the City's new acquisition of City Hall/City Centre, and efforts needed to provide the information required by those new developments.
- Coordination and procurement preparation for additional SCI geotechnical and environmental services needed by the City for new developments.
- Coordination and procurement preparation for BAX ALTA surveys and 3D scan services needed by the City for new developments. Additional plan adjustments due to ALTA survey subdividing the ACF property into multiple parcels & owners.
- Coordination and procurement preparation for TREKK-designed stormwater diversion studies, including the potential use of the Sawtooth tunnel instead of the Main Street tunnel.

TASK 6 CMT Final Plans

Right-of-Way Negotiations & Unplanned Impacts on Design (Since City didn't own entirety of ACF as planned)

- Development of multiple parking lot layout alternatives for Parcels D+K, L, and N to support City negotiations with ACF property owner
- Multiple iterations and revisions to the geometrics, and plan drawings to reflect negotiation outcomes

Additional Right-of-Way Sheet Production & Easement Design

- Additional CMT work required for the design and coordination of over 46 easement and Right-of-Way acquisitions, hundreds of line bearings and lengths, hundreds of easement key point stations and offsets, and hundreds of annotations required to develop a bespoke set of right-of-way acquisition sheets (only 2 acquisitions in original scope).
- Coordination with EDSI for ROW/easement documentation
- QA/QC and revisions for unplanned acquisitions

Additional Utility Coordination & Design

- Coordination with utility providers for building-specific utilities: Ameren, ATT, Spire, City Fiber, City Water, Charter
- Collaboration with Engenuity on electrical refeeds and internal electrical rework

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

- Subsurface utility coordination with McCarthy to compare conflicting facility prints provided by the ACF property owners.
- All water design beyond relocation
    - Obtaining City's current water model, and running model to obtain available flow and pressure along 2nd Street watermain to confirm connection for Building 93 and Building 92, and to confirm capacity of the existing line on Main Street to serve Building 91 temporarily
    - Completing "mini calibration" of the water model with the pressure test results
    - Calculating future proposed development flows and updating the model to confirm the future water main size would be sufficient for the new developments being proposed
    - Preliminary calculations of water/sewer flow for proposed developments of Building 90, 91, 91A, 92, and 93

Project Limits Expansion

- Extension of roadway limits down Riverside Drive and through Lot L
- Expansion of utility undergrounding south of Clark Street, and now including a dual-corridor duct bank design.

Structural Design & Coordination

- Design of multiple retaining walls, and two large retaining walls with complex profiles
- Design of three special drainage structures
- Design of a new Missouri River Outfall structure

Hydraulic Design

- Outfall analysis including shrink/swell and scouring to support design decisions
- Coordination with TREKK team on hydraulics, profiles, downstream HGL, etc. for outfall calculations

Expanded Corridor Complexity & Plan Adjustments

- Additional work required due to a significant difference in the grant application compared to the current design being required to support new developments. The grant application only specified that Main Street would be for "the design and construction of curb and gutters, storm sewers, lighting, a 2' wide green buffer, and 5' side sidewalk on both sides."
    - Redesigns of Main Street to accommodate
        - Roadway scope increase for new development plans that are City-owned (City Hall/BH)
            - ADA switchback ramps
            - Unplanned adjustments to the plans/profiles/3D models to support a City Hall "terrace" and work with the City Hall team to make sure the roadway elevation supports specific finished floor (FF) elevations of the new City Hall development
    - Roadway scope increase for new development plans that are not City-owned (Building 91)
        - Amenities zone
        - Special ditch concepts

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

- Transition from a 15-year, 20-minute MSD storm design to 100-year storm criteria, requiring:
  - Pipe resizing, model updates, and conflict mitigation
  - Special Ditch design
  - Overland flow path design
  - NOTE: The project sits outside of a FEMA Zone X, as indicated in CMT's Letter of Interest. This sits outside of the 100-year floodplain and 100-year floodway. In the LOI, we specified a typical 15-year, 20-minute MSD storm due to this condition. This project has since been directed to redesign to meet the 100-year storm, increasing the drainage sensitivity of the project, despite not being in the floodplain or floodway. Everything from hydraulic changes, altering pipe sizes, adjusting models, mitigating additional conflicts, special drainage structure design, more drainage inlets needed in general, and the inclusion of a Special Ditch to create an overland flow path. None of this was anticipated before the project started and before any surveys had been conducted.

Environmental Coordination

- Additional RER coordination for Riverside Drive extension
- Permitting support for Missouri River Outfall (MSNR and USACE)

TASK 6 CMT Bidding and Construction

Additional shop drawing reviews, RFI's, site visits, etc., in addition to those anticipated originally, due to the project being increased in size significantly since the grant application and initial scope & fee submittal.

EXCLUSIONS

1. Client-driven changes:
   a. Re-work caused by, or related to, value engineering or significant design changes during the remainder of final design or during construction.
   b. Changes due to third-party coordination (Developers, other public entities, etc.) following plan approval.
2. Utility coordination or investigation following the pre-con meeting, during construction.
3. Changes driven by unforeseen site conditions, such as contaminated materials, unexpected soil instability, or other unknown subsurface conditions not discovered during design.
4. Any additional environmental studies or permits.

END OF DOCUMENT

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

ATTACHMENT B
MAIN STREET EXTENSION - CITY PROJ. NO. 23ENGST3
ESTIMATE OF COSTS PER CONSULTANT - after Supplement No. 5

FEE SUMMARY

FIRM		FEE	HOURS (1)	% OF TOTAL FEE
CMT	$	810,372.05	5118	54.59%
EDSI *	$	88,596.00	671	5.97%
SCI ENGINEERING (1)	$	239,789.54	439	16.15%
SWT DESIGN	$	89,795.00	608	6.05%
TREKK DESIGN GROUP *	$	166,705.35	1006	11.23%
BAX ENGINEERING	$	59,260.00	352	3.99%
ENGENUITY	$	30,000.00	(1)	2.02%
TOTAL	**$**	**1,484,517.94**	**8194**	**100.00%**

* DBE Estimated Participation =	17.20%	percentage of fee

(1) Hours do not include time for L SUM Supplements

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

Main Street Extension
City Proj. No. 23ENGST3

ATTACHMENT B
Estimate of Cost
CMT Hours
Supplemental Agreement #5

10/7/2025

Task No.	Task Description	Person-hours: Principal	Project Engineer II	Project Engineer I	Senior Engineer I	Engineer I	Project Structural Engineer I	Structural Engineer I	Project Environmental Scientist II	Environmental Scientist I	Technician II	Senior Planner	Planner	Sub Task Total Hours	CMT Hours Per Task
1	**CMT PROJECT ADMINISTRATION**														
1	Extended Meeting Support				48	24								72	
2	Expanded Team Participation		48				8	8						64	
3	Subconsultant and City Coordination				64				8	4		6		82	
															218
6	**CMT FINAL DESIGN**														
1	Right-of-Way Negotiations & Unplanned Impacts on Design				30	60					24			114	
2	Additional Right-of-Way Sheet Production & Easement Design				60	20					40			120	
3	Additional Utility Coordination & Design			120		150								270	
4	Project Limits Expansion				60	32					24			116	
5	Structural Design, Coordination, & Plan Production			40			120	100			24			284	
6	Hydraulic Design (Outfall)			82										82	
7	Expanded Design due to Increased Corridor Complexity (compared to grant and initial scope)			40	120	80								240	
8	Environmental Coordination								24	36				60	
															1286
11	**CMT BIDDING & CONSTRUCTION**														
	Additional shop drawing reviews, RFI's, site visits, etc. due to larger project size compared to grant and initial scope			12	32	24								68	
														0	
														0	
														0	
															68
	Total Person-Hours	0	48	294	414	390	128	108	32	40	112	6	0	**1572**	total
	Hourly Salary	$100.00	$83.00	$77.00	$53.00	$38.00	$72.00	$50.00	$72.00	$42.00	$36.00	$60.00	$32.00	total	labor
	Total Cost	$0.00	$3,984.00	$22,638.00	$21,942.00	$14,820.00	$9,216.00	$5,400.00	$2,304.00	$1,680.00	$4,032.00	$360.00	$0.00	hours	**$86,376.00**

Labor		$86,376.00
General Overhead / Payroll Additives (170.43%)	+	$147,210.62
	Subtotal	$233,586.62
Fixed Fee (13.0%)	+	$30,366.26
	Subtotal	$263,952.88
FCCM (0.33%) Applied to Labor Only	+	$285.04
CMT Direct Costs	+	$0.00
CMT Fee =		**$264,237.92**

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

SUPPLEMENTAL AGREEMENT NO. 4

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, & TILLY, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 4 to the Engineering Services Contract made and entered into this 22 day of MAY, 2025 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **Crawford, Murphy, & Tilly, Inc. (CMT)** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on October 19th, 2023, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Main Street Extension", hereinafter "PROJECT". The original contract value was $908,865.08.

WHEREAS, on June 3rd, 2024, the parties hereto entered into a Supplemental Agreement No. 1 to provide additional services for the PROJECT in an amount of $10,854.00 for a total contract value of $919,719.08.

WHEREAS, on June 20th, 2024, the parties hereto entered into Supplemental Agreement No. 2 to provide additional services for the PROJECT in an amount of $202,586.94 for a total contract value of $1,122,306.02.

WHEREAS, on August 21st, 2024, the parties hereto entered into Supplemental Agreement No. 3 to provide additional services for the PROJECT in an amount of $78,406.00 for a total contract value of $1,200,712.02.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 4 Scope and Fee as shown in Attachment A. This requires a change in the scope of services of the aforesaid Engineering Services Contract in an amount not to exceed Nineteen Thousand Five Hundred Sixty Eight dollars and zero cents ($19,568.00).

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Attachment A) in addition to the Scope of Services described in Schedule B of the Prime Contract, and CITY shall pay ENGINEER an amount not to exceed $19,568.00.

2. ENGINEER will provide the consulting services described herein at actual hourly costs and directly reimbursable fees in accordance with the attached Schedule of Fees

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

and Hourly Rates (Attachment A) in addition to the Schedule of Fees and Hourly Rates described in Schedule C of the Prime Contract.

3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged. The contract total is changed from $1,200,712.02. to $1,220,280.02.

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

SUPPLEMENTAL AGREEMENT NO. 4

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, & TILLY, INC.

Original Contract Ceiling	$ 908,865.08
Supplemental Agreement No. 1	$ 10,854.00
Supplemental Agreement No. 2	$ 202,586.94
Supplemental Agreement No. 3	$ 78,406.00
Supplemental Agreement No. 4	$ 19,568.00
TOTAL	**$ 1,220,280.02**

CRAWFORD, MURPHY, & TILLY, INC.

April 25, 2025
Signature Date

R. Jay Rakers
Printed Name

ATTEST:

4/26/2025
Signature Date

Brian Eads
Printed Name

CITY OF ST. CHARLES, MISSOURI

DocuSigned by:
Daniel J. Borgmeyer 5/21/2025
8D36AFB1A1BD439...
Daniel J. Borgmeyer, Mayor Date DS

ATTEST:

DocuSigned by:
Kimberly Hudson 5/21/2025
70E399BA7AAF426...
City Clerk Date
Kimberly Hudson

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

SUPPLEMENTAL AGREEMENT NO. 4

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, AND TILLY, INC.

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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:
Jennifer O'Connor 5/14/2025
C5FB3E8A40BE40D...

Director of Finance, St. Charles Date
Jennifer O'Connor

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

ATTACHMENT A

City of Saint Charles – Department of Engineering
Main Street Extension – 23ENGST3

SUPPLEMENT NO. 4 - SCOPE OF SERVICES

TASK 12 EDSI

See **EDSI** fee breakdown for additional services, attached.

END OF DOCUMENT

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

ATTACHMENT B
MAIN STREET EXTENSION - CITY PROJ. NO. 23ENGST3
ESTIMATE OF COSTS PER CONSULTANT - after Supplement No. 4

FEE SUMMARY

FIRM		FEE	HOURS (1)	% OF TOTAL FEE
CMT	$	546,134.13	3546	44.75%
EDSI *	$	88,596.00	671	7.26%
SCI ENGINEERING (1)	$	239,789.54	439	19.65%
SWT DESIGN	$	89,795.00	608	7.36%
TREKK DESIGN GROUP *	$	166,705.35	702	13.66%
BAX ENGINEERING	$	59,260.00	352	4.86%
ENGENUITY	$	30,000.00	(1)	2.46%
TOTAL	**$**	**1,220,280.02**	**6318**	**100.00%**

* DBE Estimated Participation =	20.92%	percentage of fee

(1) Hours do not include time for L SUM Supplements

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

EDSI
ENGINEERING DESIGN SOURCE, INC.
16141 SWINGLEY RIDGE RD.
SUITE 300
CHESTERFIELD, MO. 63017
(636) 537-5585

Project: Frenchtown - Main Street

Prepared by: Brett Brooks

Date Prepared: April 3, 2025

Additional Easement Document Preparation	**$19,568** *

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

Engineering Design Source, Inc.

Date Prepared: April 3, 2025

Project Name: Frenchtown - Main Street

Task Item	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	Total
1. Easement Documents							
1.1 Coordination & Scheduling		8					8
1.2 Review proposed easement linework and ROW Plans			24				24
1.3 Prepare descriptions - Maximum 24 Additional		24		72			96
1.4 QA/QC and revisions - Maximum 6		6		12			18
SUB-TOTAL HOURS	**0**	**38**	**24**	**84**	**0**	**0**	**146**
MAN HOURS BY CLASSIFICATION	**0**	**38**	**24**	**84**	**0**	**0**	**146**
	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	
Unburdened Rate	$86.00	$64.17	$46.94	$40.52	$64.58	$38.80	
Overhead Rate 145.81%	$125.40	$93.57	$68.44	$59.08	$94.16	$56.57	
Profit 14%	$29.60	$22.08	$16.15	$13.94	$22.22	$13.35	
Average Hourly Billing Rate	**$240.99**	**$179.82**	**$131.54**	**$113.55**	**$180.97**	**$108.73**	**LABOR-TOTAL**
COST BY CLASSIFICATION	$0	$6,833	$3,157	$9,538	$0	$0	**$19,528**

Direct Costs	Item Cost	Unit Price	Quantity	Unit
Printing/Copying	$40.00	$40.00	1	Lump Sum
Order Informational Title Report	$0.00	$400.00	0	Per Parcel
Misc. Survey Supplies	$0.00	$100.00	0	Lump Sum
DIRECT COST - TOTAL	**$40.00**			

Assumptions:

Survey Total Fee	**$19,568**

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

SUPPLEMENTAL AGREEMENT NO. 3

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, & TILLY, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 3 to the Engineering Services Contract made and entered into this 21 day of AUGUST, 2024 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **Crawford, Murphy, & Tilly, Inc. (CMT)** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on October 19th, 2023, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Main Street Extension", hereinafter "PROJECT". The original contract value was $908,865.08.

WHEREAS, on June 3rd, 2024, the parties hereto entered into a Supplemental Agreement No. 1 to provide additional services for the PROJECT in an amount of $10,854.00 for a total contract value of $919,719.08.

WHEREAS, on June 20th, 2024, the parties hereto entered into Supplemental Agreement No. 2 to provide additional services for the PROJECT in an amount of $202,586.94 for a total contract value of $1,122,306.02.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 3 Scope and Fee as shown in Attachment A. This requires a change in the scope of services of the aforesaid Engineering Services Contract in an amount not to exceed Seventy-Eight Thousand Four Hundred Six dollars, and zero cents ($78,406.00).

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Attachment A) in addition to the Scope of Services described in Schedule B of the Prime Contract, and CITY shall pay ENGINEER an amount not to exceed $78,406.00.

2. ENGINEER will provide the consulting services described herein at actual hourly costs and directly reimbursable fees in accordance with the attached Schedule of Fees and Hourly Rates (Attachment A) in addition to the Schedule of Fees and Hourly Rates described in Schedule C of the Prime Contract.

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3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged. The contract total is changed from $1,122,306.02 to $1,200,712.02.

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SUPPLEMENTAL AGREEMENT NO. 3

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, & TILLY, INC.

Original Contract Ceiling	$ 908,865.08
Supplemental Agreement No. 1	$ 10,854.00
Supplemental Agreement No. 2	$ 202,586.94
Supplemental Agreement No. 3	$ 78,406.00
TOTAL	**$ 1,200,712.02**

CRAWFORD, MURPHY, & TILLY, INC.

Kevin Fuller 7/19/24
Signature Date

Kevin Fuller, Vice President
Printed Name

ATTEST:

7-19-24
Signature Date

BRAD SPANBERGER, DEPUTY PM
Printed Name

CITY OF ST. CHARLES, MISSOURI

DocuSigned by:
Daniel J. Borgmeyer 8/21/2024
8D36AFB1A1BD439...
Daniel J. Borgmeyer, Mayor Date

ATTEST:

DocuSigned by:
Kimberly Hudson 8/21/2024
70E399BA7AAF426...
City Clerk Date
Kimberly Hudson

DS

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

SUPPLEMENTAL AGREEMENT NO. 3

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, AND TILLY, INC.

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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:
Jennifer O'Connor 8/7/2024
C5FB3E8A40BE40D...
Director of Finance, St. Charles Date
Jennifer O'Connor

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

TASK 16 BAX ENGINEERING

See **BAX** scopes for additional services, attached.

Note that Scope 1 “Alta Survey” is an all-inclusive scope, which includes work that was already approved and executed in Supplement #1 in addition to new work. For this reason, the Supplement #1 fee ($10,854) was subtracted from the overall new fee being requested, as shown on Page 2 of the BAX Scope 1 document.

TASK 17 ENGENUITY

See **ENGENUITY** scope for additional services, attached.

END OF DOCUMENT

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

ATTACHMENT B
MAIN STREET EXTENSION - CITY PROJ. NO. 23ENGST3
ESTIMATE OF COSTS PER CONSULTANT - after Supplement No. 3

FEE SUMMARY

FIRM		FEE	HOURS (1)	% OF TOTAL FEE
CMT	$	546,134.13	3546	45.48%
EDSI *	$	69,028.00	525	5.75%
SCI ENGINEERING (1)	$	239,789.54	439	19.97%
SWT DESIGN	$	89,795.00	608	7.48%
TREKK DESIGN GROUP *	$	166,705.35	702	13.88%
BAX ENGINEERING	$	59,260.00	352	4.94%
ENGENUITY	$	30,000.00	(1)	2.50%
TOTAL	**$**	**1,200,712.02**	**6172**	**100.00%**

* DBE Estimated Participation =	19.63%	percentage of fee

(1) Hours do not include time for L SUM Supplements

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

City Centre – Main Street Extension

ALTA/NSPS Survey and Legal Descriptions for Areas A, B, C, D, E, F, G, H, I, J, K, L, M, N and Main Street Extension Right of Way

BAX Project No. 24-19215 6-26-2024

Surveying Scope of Services

ALTA/NSPS Survey Narrative

- Discuss with the limits of survey needed. Walk site with City and planning Engineer to understand delineation of proposed property survey limits for Areas A thru N and Main Street Extension Right of Way.

- Some proposed boundary lines of aforementioned Areas and Right of Way to include certain building party walls. Those walls and interior building demarcations to be located and depicted on survey drawing and reflected in final land descriptions.

- Execute an ALTA/NSPS Land Title Survey on the project property. Establish boundary lines based on existing property boundary limits, and proposed property limits as required Area B within overall project area.

- Set survey monumentation at outer exterior boundary corners, as necessary.

- Write legal descriptions for Areas A thru N and for Main Street Extension Right of Way parcels.

- ALTA/NSPS Land Title Survey to be executed and completed in compliance with the Minimum Standard detail requirements for ALTA/NSPS Land Title Surveys as adopted during February, 2021. In addition, the survey will also be prepared in accordance with the current “Minimum Standards for Property Boundary Surveys of the State of Missouri.”

- A drawing to scale will be provided showing the results of said survey certified to the current 2021 ALTA/NSPS Land Title Survey Standards, including Items 1, 2, 3, 4, 8, 9, 13, 16 and 17 of Table A. (see attached)

- This proposal is based on the ALTA/NSPS requirements listed above. Any additional Table “A” items (not specified at the time the contract was signed) requested by the client, lender, attorneys, or others involved in the closing process will result in adjusted fees based on our current hourly rate schedule and will be reflected on the final invoice.

- Bax will use the title commitment reports, as provided by EDSI, for this property in establishing easements, encumbrances or other matters that may affect this property as listed in Schedule B – Section 2 of said commitment.

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- Bax will certify to (owner, lender, buyer, etc.) using the Surveyors certification as adopted by the American Land Title Association (ALTA) and National Society of Professional Surveyors (NSPS) in 2021.

Deliverables

- A drawing showing results of survey will be emailed to CLIENT and other involved parties (attorneys, Title Company, lender, etc.) in PDF format for review and comments. After all comments have been received final revisions will be made and sent to CLIENT to distribute to all parties.

- Signed and sealed legal descriptions as necessary for Areas A thru N and for Main Street Extension Right of Way parcels.

- AutoCAD Civil 3D drawing of resulting final drawing

Fees for preparation of the above-described ALTA/NSPS survey and land descriptions for Areas A thru N and Main Street Extension Right of Way are estimated per the attached manhour estimate.

MAN HOUR ESTIMATE -BASE PROPOSAL - BAX 24-19215					
6/26/2024					
City Centre-Main Street Ext - American Car Foundary_CMT					
ALTA survey Overall Project Area	DEPT MANAGER	MO PLS	SURVEY TECH II	1-MAN SURVEY CREW	
Field Survey				78	
Drafting			68		
Boundary, Title, Land Descriptions		76			
QA-QC / Administrative	8				
Total Task (hrs)	8	76	68	78	
Hourly Rate	$ 182.00	$ 162.00	$ 134.00	$ 200.00	
Sub Total	$ 1,456.00	$ 12,312.00	$ 9,112.00	$ 15,600.00	
TOTAL MANHOUR FEE					**$38,480.00**

$38,480.00 - ALTA fee
- $10,854.00 - Approved partial fee May 13, 2024 subcontract
$27,626.00 - ALTA and overall project area boundary

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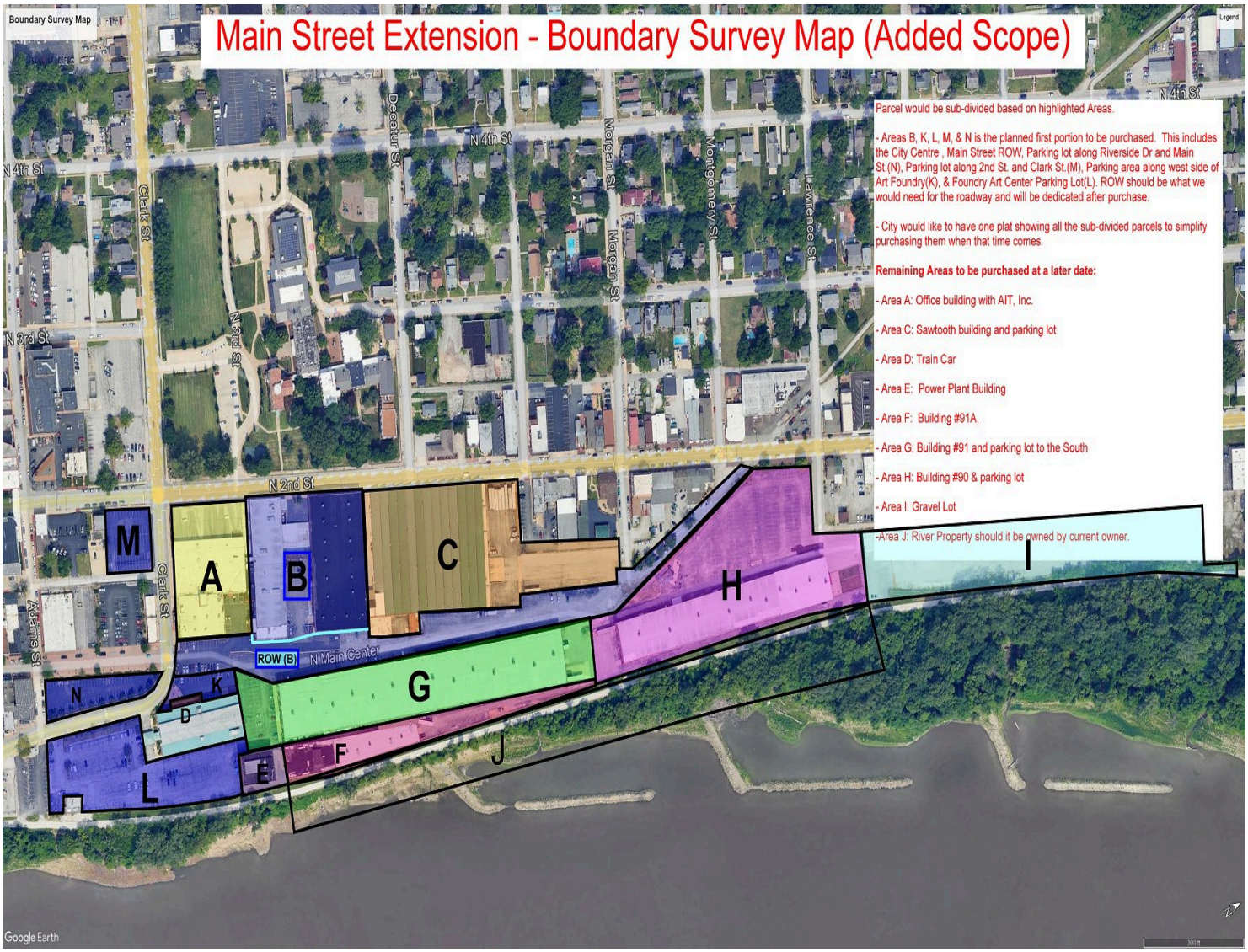
PROJECT AREA MAP



Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. *__x___ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.*
2. *__x___ Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.*
3. *__x___ Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.*
4. *__x___ Gross land area (and other areas if specified by the client).*
5. *_____ Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.*
6. *_____ (a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.*

   _____ (b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.
7. *_____ (a) Exterior dimensions of all buildings at ground level.*

   (b) Square footage of:

   _____ (1) exterior footprint of all buildings at ground level.

   _____ (2) other areas as specified by the client.

   _____ (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
8. *__x___ Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).*
9. *__x___ Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.*

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10. _____ *As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.*

11. *Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:*

    _____ *(a) plans and/or reports provided by client (with reference as to the sources of information)*

    _____ *(b) markings coordinated by the surveyor pursuant to a private utility locate request*

Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

12. _____ *As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.*

13. __x___ *Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."*

14. _____ *As specified by the client, distance to the nearest intersecting street.*

15. _____ *Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.*

16. __x___ *Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.*

17. __x___ *Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.*

18. _____ *Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.*

19. _____ *Professional liability insurance policy obtained by the surveyor in the minimum amount of $_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.*

20. _____ _____

Adopted by the Board of Governors, American Land Title Association, on October 1, 2020.

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City Centre – Main Street Extension
3D Laser Scanning of Building 93 area and
Second Street Tunnels – North and South
BAX 24-19215 6-13-2024
Surveying Scope of Services

3D Laser Scanning Narrative

- Building Features to be scanned
- See Attachment A for approximate scanning survey Limits A.
  - Exterior Features: face of building, adjacent sidewalk, adjacent pavement
  - Finish floor of building 92, Building 93 and Sawtooth Building
  - Second street sidewalk scanned
  - North and South Tunnels scanned to determine location and extent and relationship to Second Street sidewalk - Tunnel access points only available from Building 92 and Sawtooth Building
  - Complete area between building 92 and 93 scanned including parking off of Second Street
  - Complete east and west faces of building 93
  - East face of sawtooth building joint with building 93
  - ALL scan clouds to be on project coordinate and vertical datum

Deliverables

- Point Cloud registration report
- Complete scan cloud in E57 format
- Autodesk Recap files created from cleaned E57 format files

MAN HOUR ESTIMATE -BASE PROPOSAL - BAX 24-19215					
6/13/2024					
City Centre-Main Street Ext - American Car Foundary_CMT					
BUILDING 93 3D SCANNING	DEPT MANAGER	MO PLS	SURVEY TECH II	2-MAN SURVEY CREW	
Field Survey				8	
Cloud Registration and bundling			8		
QA-QC / Administrative	2				
Total Task (hrs)	2	0	8	8	
Hourly Rate	$ 182.00	$ 162.00	$ 134.00	$ 275.00	
Sub Total	$ 364.00	$ -	$ 1,072.00	$ 2,200.00	
TOTAL MANHOUR FEE					**$ 3,636.00**

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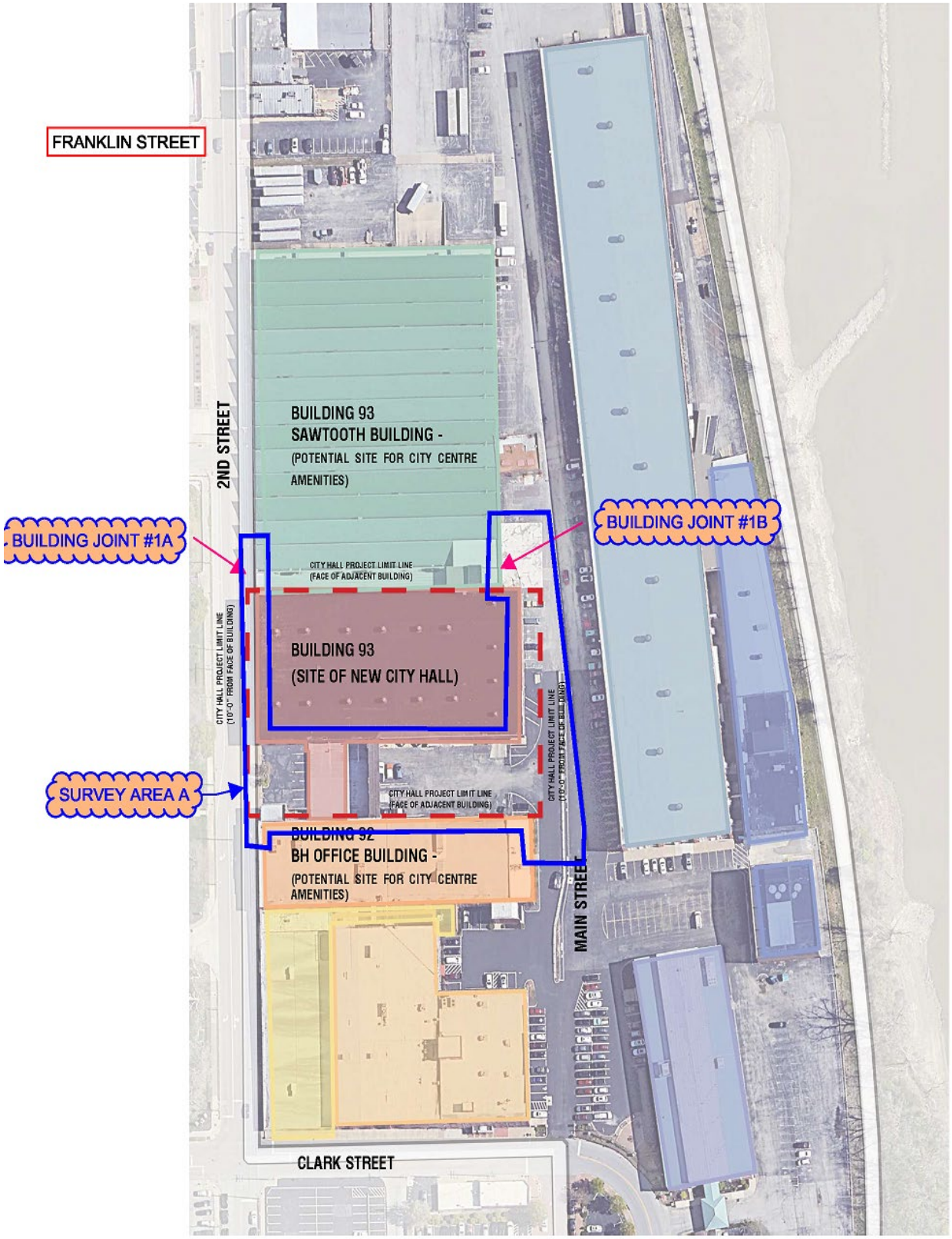
Attachment A



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City Centre – Main Street Extension

Subdivision Plat for Areas A, B, C, D, E, F, G, H, I, J, K, L, M, N and Main Street Extension Right of Way

BAX Project No. 24-19215 6-26-2024

Surveying Scope of Services

Subdivision Plat Narrative

- **BAX** will utilize ALTA survey prepared by Bax Engineering Company during June, 2024, to prepare a subdivision plat creating 14 new lots (Project Parcel Areas A thru N, per "Project Area Map" on Sheet 2) and establishing the Main Street Extension parcels as new public right of way. Said plat will depict recorded easements, as shown on said ALTA survey.

- Preliminary version of the subdivision plat will be prepared. This version can be used in negotiations with current property owner.

- Said subdivision plat will create new easements, as necessary. All new easement locations to be specified by client or client's engineer.

- Said subdivision plat shall show lot dimensions, lot areas and signatory certificates.

- **BAX** shall set monumentation at all exterior perimeter plat corners and at all new lot corners.

- **BAX** shall submit subdivision plat to agencies of jurisdiction for review and approval.

- **BAX** shall attend standard number of public presentation meetings, if required.

- Unless otherwise noted, the fee below is for ***one (1) subdivision record plat***. If the **CLIENT** requests that the project be phased such that multiple record plats or additional lots are required, subsequent record plats will be prepared after a supplemental agreement to contract is approved and authorized.

- Record plat to be prepared and certified in accordance with the current Missouri Standards.

- Subdivision covenants and restrictions, recording fees and recording of plat shall be the responsibility of and performed by **CLIENT**.

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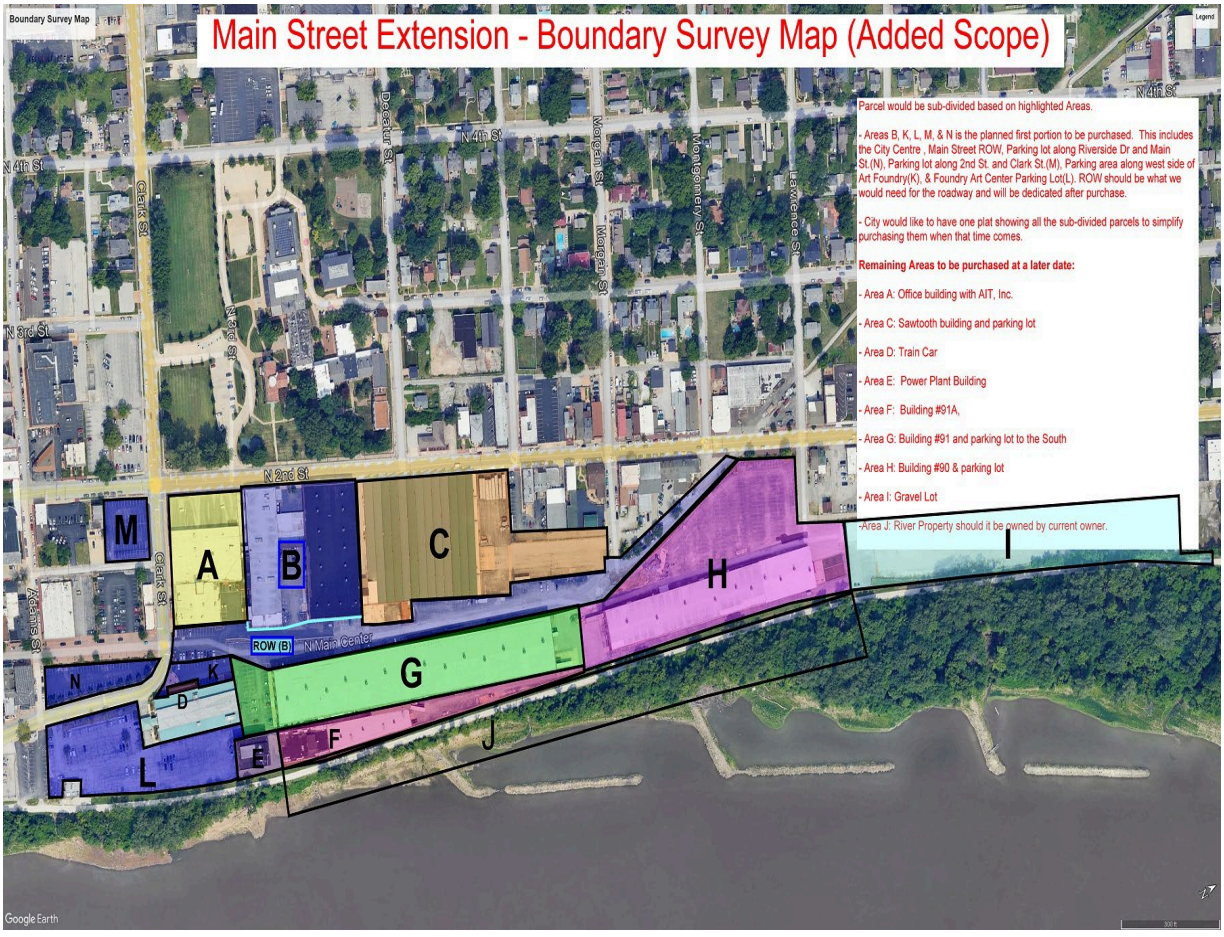
Fees for preparation of the above-described subdivision plat for Areas A thru N and Main Street Extension Right of Way are estimated per the attached manhour estimate.

MAN HOUR ESTIMATE -BASE PROPOSAL - BAX 24-19215					
6/26/2024					
City Centre-Main Street Ext - American Car Foundary_CMT					
Subdivision Plat Overall Project Area	DEPT MANAGER	MO PLS	SURVEY TECH II	1-MAN SURVEY CREW	
Field Survey for Lot Revisions				12	
Field Survey To Set Lot Corners				32	
Drafting and Notes			52		
Boundary, Title, Land Descriptions		4			
QA-QC / Administrative	4				
Total Task (hrs)	4	4	52	44	
Hourly Rate	$ 182.00	$ 162.00	$ 134.00	$ 200.00	
Sub Total	$ 728.00	$ 648.00	$ 6,968.00	$ 8,800.00	
TOTAL MANHOUR FEE					**$17,144.00**

$17,144.00 - Subdivision Plat

PROJECT AREA MAP



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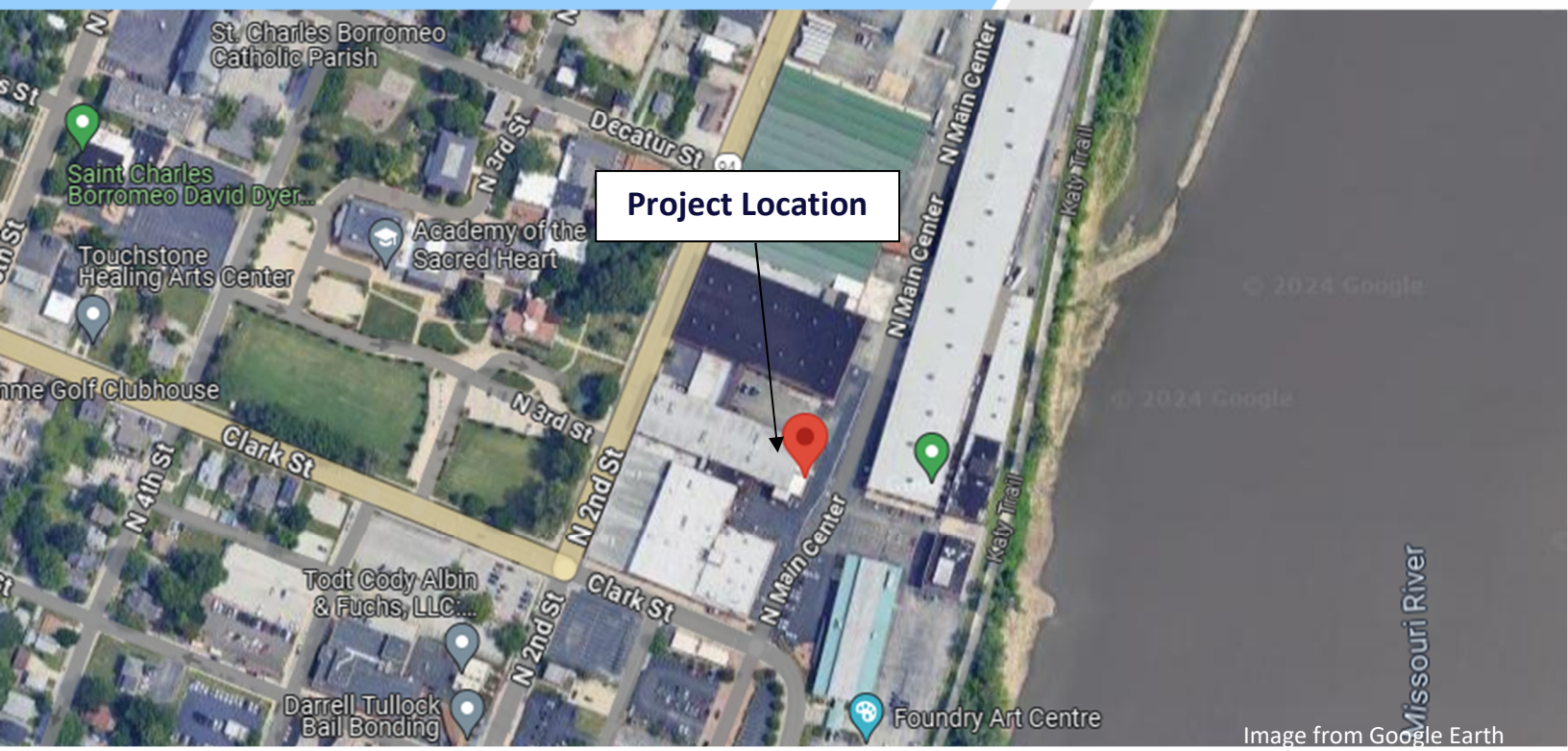
ENGENUITY

BUILDING VALUE BY DESIGN

City of St. Charles Main St. Extension

625 N Main Center

St Charles, MO 63301



Electrical & Plumbing Engineering Design Services

Proposal 24-0194

June 11, 2024

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

June 11, 2024
Engenuity Proposal Number: 24-0194

Mr. Ron Leible
Crawford, Murphy & Tilly
2800 Executive Dr. #212
St. Charles, Mo 63303

RE: Proposal to Electrical & Plumbing Engineering Services
Main Street Extension – St. Charles
St. Charles, MO 63301

Thank you for allowing Engenuity to provide a proposal for the Electrical & Plumbing Engineering services related to the proposed project. Below is our understanding of the project, proposed scope of services, and fee information for the project.

PROJECT OVERVIEW

The City of St. Charles recently passed a bond project to acquire multiple buildings at the north end of main street. Currently the four buildings are provided with one electrical meter and the buildings are fed from one main point in building 92. The purpose of this exercise is provide estimated electrical loads, understanding the routing within the building and how to re-feed each of the buildings separately so they all may have separate meters in the future. The water for the site is consistent with the electrical in that several interior submeters exist and the city wishes to provide new services with exterior meters. Engenuity will work with CMT on building loads to assist them in their conduit and water infrastructure plans.

Engenuity is proposing to provide engineering services related to the Electrical & Plumbing systems. These services will be performed by in-house personnel.

The following outlines Engenuity's proposed scope of services, fees, and anticipated project schedule. Please contact us if you have any questions or would like to see any modifications to this proposal.

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

Proposed Project Fees

The following lump sum fees are all inclusive of the above-described scope of services.
Payment is due as described in the Terms and Conditions.

1.	Electrical Engineering	Fifteen Thousand Dollars ($15,000)
2.	Plumbing Engineering	Fifteen Thousand Dollars ($15,000)
	Total:	**Thirty Thousand Dollars ($30,000)**

Scope of Services

Engenuity will provide the following scope of services as it relates to the project:

Electrical & Plumbing Engineering Services

- Prepare schematic drawings in Autocad format.
- Visit site to review all existing conditions, panel sizes and trace (visual) all conduit and water piping.
- Prepare estimated loads based on intended building usage and provide schematic oneline drawings to show design intent.
- Coordinate conduit and pipe routing and building service entries with CMT masterplan.
- Provide biddable documents for temporary infrastructure within the buildings to allow for demolition of part of building 93.
- Provide biddable documents for conduit infrastructure and piping for permanent services for future tenants in coordination with CMT for all buildings and tenants.
- Coordinate requirements for design for main street extension power (source of power).
- Attend design meetings as required to review plans and coordination.
- Assist CMT in coordinating with local electric utility service for service to the building.

Excluded Services

The following tasks are specifically excluded from Engenuity's Scope of Services.

- Lighting Design.
- Low voltage system design for A/V, Voice, Data, Security, Access Control
- Civil Engineering or Structural Engineering services. Including utility work beyond five feet outside the building footprint
- All fees (permit, etc.) will be paid by others.

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

PROJECT SCHEDULE

Engenuity will begin working on this project within two (2) weeks of receiving authorization to proceed. The project start will occur at the date the agreement is signed and returned.

We are confident that we can work in tandem with the other members of the design team to deliver this project on schedule. If a specific deadline is established, please provide that information to Engenuity and we will work to achieve those results. If you have any questions regarding the information within this proposal, please contact me immediately. Please sign and return this document to acknowledge acceptance of the agreement. We appreciate this opportunity and hope to earn your business and work with you on this exciting project.

Sincerely,

Darrell Jacobs, PE
President
D. (314) 974-5948
E. DarrellJ@theengenuity.com

Authorized By: _____

Printed Name: _____

Title: _____

Date: _____

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by Engenuity ("ENGINEER") under this Agreement will be the care and skill ordinarily used by members of the ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warrantees, expressed or implied, under this Agreement or otherwise, in conjunction with ENGINEER's services.

INSURANCE

ENGINEER agrees to procure and maintain, at its expense Worker's compensation insurance as required by Statute; Automobile Liability insurance; Commercial General Liability insurance; and, Professional Liability Insurance for claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which Engineer is legally liable. Upon request, CLIENT shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT for the claims covered by the ENGINEER's insurance, subject to the limitation of liability contained in that Section as it appears within these terms and conditions.

OPINONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by the ENGINEER are made on the basis of information available to the ENGINEER and on the basis of the ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') means and methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing the work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions contained with the work and shall not manage, supervise, control or have charge of construction. Further, ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project.

CONTROLLING LAW

This Agreement is to be governed by the laws of the state of Missouri.

SERVICES AND INFORMATION

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any CLIENT furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project. CLIENT will furnish the services of engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by the ENGINEER. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents and services. In performing professional engineering and related services hereunder, it is understood by CLIENT that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by the ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by the ENGINEER.

SUCCESSORS AND ASSIGNS

CLIENT and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT nor ENGINEER will assign, sublet or transfer any interest in this Agreement without the written consent of the other.

RE-USE OF DOCUMENTS

CLIENT or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum", or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for reasonable profit for services performed.

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SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term of condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

INVOICES

ENGINEER will submit monthly or more frequent as appropriate invoices for services rendered and CLIENT will make prompt payments upon receipt in response to the ENGINEER's invoices. Labor expense will be charged in accordance with proposed rates and terms. Material and subcontractor expenses will be marked up 10% to cover administrative and insurance costs. CLIENT shall make prompt payment to ENGINEER regardless of any other agreements or arrangements with Owner. ENGINEER's compensation shall not be tied to CLIENT's receipt of payment by the Owner. ENGINEER will retain receipts for reimbursable expenses in general accordance with the Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request. If CLIENT disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only. CLIENT recognizes that late payment of invoices results in extra expenses for the ENGINEER. ENGINEER retains the right to assess CLIENT interest at the rate of two percent (2%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of the ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform CLIENT of such situations so that changes in scope and adjustments to time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for the performance of the services, and equitable adjustment shall be made, and the Agreement modified accordingly.

CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

HAZARDOUS MATERIALS

CLIENT represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate government officials, and ENGINER may, at its option and without liability for consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become and "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with the ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this

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Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and sub consultants form and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, CLIENTs, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity form and against the consequences of that individual's or entity's sole negligence or willful misconduct.

EXECUTION

This Agreement, including the exhibits and schedules made a part thereof, constitute the entire Agreement between ENGINEER and CLIENT, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

LIMITATION OF LIABILITY

ENGINEER's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including ENGINEER's professional negligent acts, errors, or omissions, shall not exceed if applicable the ENGINEER's compensation for reports or opinions, or otherwise the lessor of $50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and CLIENT hereby releases and holds harmless ENGINEER from any liability above such amount.

END OF DOCUMENT

SUPPLEMENTAL AGREEMENT NO. 2

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, & TILLY, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 2 to the Engineering Services Contract made and entered into this 20TH day of JUNE, 2024 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **Crawford, Murphy, & Tilly, Inc. (CMT)** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on October 19th, 2023, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Main Street Extension", hereinafter "PROJECT". The original contract value was $908,865.08.

WHEREAS, on June 3rd, 2024, the parties hereto entered into a Supplemental Agreement No. 1 to provide additional services for the PROJECT in an amount of $10,854.00 for a total contract value of $919,719.08.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 2 Scope and Fee as shown in Attachment A. This requires a change in the scope of services of the aforesaid Engineering Services Contract in an amount not to exceed Two Hundred Two Thousand Five Hundred Eighty-Six dollars, and Ninety-Four cents ($202,586.94).

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Attachment A) in addition to the Scope of Services described in Schedule B of the Prime Contract, and CITY shall pay ENGINEER an amount not to exceed $202,586.94.

2. ENGINEER will provide the consulting services described herein at actual hourly costs and directly reimbursable fees in accordance with the attached Schedule of Fees and Hourly Rates (Attachment A) in addition to the Schedule of Fees and Hourly Rates described in Schedule C of the Prime Contract.

3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged. The contract total is changed from $919,719.08 to $1,122,306.02.

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SUPPLEMENTAL AGREEMENT NO. 2

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, & TILLY, INC.

Original Contract Ceiling	$ 908,865.08
Supplemental Agreement No. 1	$ 10,854.00
Supplemental Agreement No. 2	$ 202,586.94
TOTAL	**$ 1,122,306.02**

CRAWFORD, MURPHY, & TILLY, INC.

Kevin Fuller — June 4, 2024
Signature — Date

Kevin Fuller
Printed Name

ATTEST:

R. Jay Rakers — June 4, 2024
Signature — Date

R. Jay Rakers
Printed Name

CITY OF ST. CHARLES, MISSOURI

DocuSigned by:
Daniel J. Borgmeyer — 6/20/2024
8D36AFB1A1BD439...
Daniel J. Borgmeyer, Mayor — Date

ATTEST:

DocuSigned by:
Kimberly Hudson — 6/20/2024
70E399BA7AAF426...
City Clerk — Date
Kimberly Hudson

DS

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SUPPLEMENTAL AGREEMENT NO. 2

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, AND TILLY, INC.

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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:
Jennifer O'Connor 6/7/2024
C5FB3E8A40BE40D...
Director of Finance, St. Charles Date
Jennifer O'Connor

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ATTACHMENT A

City of Saint Charles – Department of Engineering
Main Street Extension – 23ENGST3

SUPPLEMENT NO. 2 - SCOPE OF SERVICES

TASK 13 SCI ENGINEERING

Additional Services for Phase 1 and Phase 2 Environmental Site Assessments for the entirety of the ACF property, as well as asbestos surveys, lead-based paint surveys, and universal waste surveys. Refer to Proposal for Environmental Consulting Services, dated June 3, 2024.

Additional geotechnical services for the new City Hall project, with the purpose of exploring subsurface conditions and developing design and construction recommendations for the foundations and earth-related phases of the project. Refer to the Geotechnical Services proposal, dated June 3, 2024.

TASK 15 TREKK DESIGN GROUP

Additional services to analyze the feasibility of redirecting runoff from Sacred Heart Academy to the 24” pipe that extends from Decatur Street to under the Sawtooth building. Construction plans and construction coordination will be provided under this additional scope if the analysis proves that the connection is feasible.

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ATTACHMENT A

City of Saint Charles – Department of Engineering
Main Street Extension – 23ENGST3

SUPPLEMENT NO. 2 - SCOPE OF SERVICES

END OF DOCUMENT

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SCI ENGINEERING, INC.
EARTH • SCIENCE • SOLUTIONS
GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

June 3, 2024

R. Jay Rakers, P.E.
Crawford, Murphy & Tilly (CMT)
One Memorial Drive, Suite 500
St. Louis, Missouri 63102

RE: Proposal for Environmental Consulting Services
Frenchtown Great Streets - N 2nd Street Improvements
St. Charles, Missouri
SCI No: 2023-0838.2B, 21, .25, .27

Dear Jay Rakers:

SCI Engineering, Inc. (SCI) is pleased to submit this proposal for a Phase I and Limited Phase II Environmental Site Assessment (Phase I and Phase II), Asbestos Survey, Lead-Based Paint (LBP) Survey and Universal Waste/Hazardous Material Survey of the above-referenced site. The subject property hosted multiple, former, industrial structures associated with the American Car Foundry, an historic manufacturer of passenger railcars. These structures are currently utilized for various office, warehouse, and entertainment venues. The remainder of the property hosts parking areas and gravel-covered lots on approximately 49.37 acres of land addressed at 620 N. 2nd Street in St. Charles, Missouri.

SCOPE OF SERVICES

Phase I Environmental Site Assessment

The purpose of our Phase I will be to identify Recognized Environmental Conditions (RECs) using appropriate inquiry into the previous ownership and uses of the subject property consistent with good commercial or customary practice as defined in CERCLA (*Comprehensive Environmental Response, Compensation, and Liability Act;* 1980, 42 USC 9601 (35) (B)). As such, the Phase I is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations for CERCLA liability.

The procedures outlined in the ASTM International (ASTM) Standard E 1527-21 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Practice) will be used to conduct the proposed Phase I. If activities outlined herein do not reflect your objectives, a modification of the proposed scope can be considered. Our services are specifically not intended to address the potential presence of asbestos, lead-based paint, mold, and other items identified as "common non-scope considerations" by ASTM E 1527-21. These services can be performed for an additional fee as detailed later herein.

Phase I activities will consist of reviewing readily available site history information and assessing the physical condition of the property at the time of the reconnaissance for evidence of possible use, storage, spillage, or dumping of hazardous, toxic or petroleum substances or materials. These activities, as outlined below, are intended to fulfill the requirements of ASTM E 1527-21.

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- **Reconnaissance:** A reconnaissance for physical evidence indicating possible use, storage, spillage, or dumping of hazardous, toxic, or petroleum substances on the subject property and, when possible, on contiguous sites. Stressed vegetation, suspect excavation, surface expressions of underground storage tanks (USTs) and transformers will be noted.

- **Historical Subject Property Use:** A review of Sanborn or other fire insurance maps, aerial photographs, city directories, and topographic maps, as readily available, at various intervals for potential documentation of major developments or changes in the usage of the subject property and adjoining sites since initial development or back to 1940, whichever is earlier.

- **Earth Systems:** A notation of the soil, watershed, topography, geology, and groundwater systems at the site, based on visual observation and literature review.

- **Interviews:** Interviews of on-site and neighboring residents/landowners/building occupants/report user (client) when necessary, for recollections of past ownership or activities suggesting the presence of hazardous, toxic, or petroleum substances. Interviews of local fire department officials and previous owner/occupants, when possible, will also be performed.

- **Ownership History:** A review of the Chain-of-Title/Conveyance Report extending to 1940, if provided, for evidence of past ownership suggesting the presence or use of hazardous, toxic, or petroleum substances. SCI assumes the client will provide the chain-of-title/conveyance report.

- **Review of Land Title Records:** In order to comply with the requirements of ASTM E 1527-21, the user is required to review land title records for evidence of environmental liens or activity and use limitations (AULs) and provide this information to SCI's Environmental Professional. Land title records include transaction-related title insurance documentation such as preliminary title reports and title commitments, as well as title search information reports such as condition of title, title abstractions, and AUL/Environmental Lien Reports. SCI's report will include a discussion of the user-reviewed land title record information. If you do not provide this information, or in your opinion it will not be available during completion of the Phase I, SCI can order and review an environmental lien and AUL search report for the fees noted below. Based on information about the subject property provided to SCI, we anticipate that three parcels will make up the AUL/Environmental Lien search.

- **Federal Records:** Federal records review will include the National Priorities List (NPL); Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS); Resource Conservation and Recovery Act Notification system (RCRIS); and Emergency Response Notification System (ERNS), when available.

- **State and Tribal Records:** A review of NPL/CERCLIS equivalent lists, Hazardous Waste Sites lists, Underground Storage Tanks Registration list, Leaking Underground Storage Tank list, Landfill and/or Solid Waste Facility (SWF) databases, Institutional/Engineering Control registries, Voluntary Cleanup sites and Brownfield sites.

- **File Review:** If the subject property or adjoining properties are identified within the environmental records sources, a regulatory file review may be recommended. If this review is recommended, records such as those maintained by local, state, or federal authorities will be requested. If the materials are readily available (i.e., provided electronically or available for review at an agency or depository local to the SCI office) and provided in a timely manner, a review of the materials will be completed as part of the assessment. Additional fees may apply for review of voluminous prior reports or regulatory file documents and/or reviews which require travel to an area not local to the

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SCI office. Additionally, payment of fees in excess of $25.00 charged by regulatory agencies for copying services or processing requests will be passed on to the client. If additional fees are necessary, SCI will contact you with an estimated fee for obtaining and reviewing regulatory files prior to incurring the additional costs.

- **Vapor Encroachment Screen:** An initial vapor encroachment screen will be performed to determine if a Vapor Encroachment Condition exists on the subject property. This determination will be based on the potential for vapors to occur in the subsurface within the boundaries of the subject property. The initial vapor encroachment screen will be performed in accordance with the Tier 1 "non-invasive" screening as outlined in ASTM E2600-22 *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*.

- **Report:** A formal report will be prepared which will include a summary of activities completed in accordance with ASTM E 1527-21. The report will also identify the environmental professional and the person who conducted the subject property reconnaissance and interviews. In addition, the report shall state whether the user reported to the environmental professional any information pursuant to the user's responsibilities. The findings, opinions, and conclusions in the report will be supported by documentation. The report will identify known or suspect RECs, Controlled RECs, and Historic RECs.

OPTIONAL SERVICES AND NON-ASTM SCOPE ITEMS (For an Additional Fee)

- SCI can perform a mold survey of subject property structure(s). This survey may include a reconnaissance and/or sampling, depending on subject property conditions. If requested, a proposal for these services will be provided separately.

Limited Phase II Environmental Site Assessment

SCI previously completed a Phase I on the subject property, which identified several RECs including the following:

- Evidence of USTs (underground storage tanks) were noted on the subject property.

- Railroad tracks were noted during the review of historic Sanborn maps and aerial photographs.

- Debris associated with the demolition of numerous of historic structures.

- An ash dump was present on the north site of an open sewer on the northern portion of the subject properties.

- Historic use of the subject property for railcar manufacturing.

- Former liquid transformers on the subject property were documented as containing Polychlorinated Biphenyl (PCB) oils.

- Several gasoline tanks were depicted on properties adjacent to the west and south from the subject property.

- A drycleaning facility was depicted on the 1929 Sanborn map at 316 N. Main.

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- Between at least 1909 and 1929, The St. Charles Electric Light and Power Co, and later the Union Electric Light and Power Co. operated a manufactured gas plant adjacent to the south of the subject property.

- Potential vapor encroachment condition (pVECs) were identified in association with the past use of the subject property and surrounding properties and the associated railcar manufacturing.

For the purpose of completing the Phase II activities, SCI has identified five key project elements. The elements are listed below and detailed in the following sections:

- Soil Sampling
- Groundwater Sampling
- Indoor Air Sampling
- Analytical Testing
- Formal Report

Soil Sampling

SCI will advance 47 borings on the subject property. Specifically, the borings are proposed at the following locations:

Table 1 – Proposed Borings and Associated RECs

Boring	Recognized Environmental Conditions (RECs)
B-1 through B-15, B-30	On-site petroleum storage and off-site petroleum storage; former structures/historic rail spurs
B-16 through B-29	Historic manufacturing operations, ash dump, transformers; former structures/historic rail spurs
B-31 through B-36	Historic rail spurs; former structures/historic rail spurs
B-37 through B-47	Historic painting operations; former structures/historic rail spurs

A Geoprobe system will be used to hydraulically drive stainless-steel probes to a depth of approximately 20 feet below ground surface (bgs) at each location, with the exception of borings B-31 through B-36, which will be advanced to a depth of 8 feet bgs. Soil samples will be continuously collected throughout the depth of probe advancement. Soil samples will be retrieved using a large bore sampler assembly, which recovers a 2½-inch diameter by 4-foot-long soil core in an acetate sleeve sample liner.

Each soil sample retrieved will be screened on approximate 2-foot vertical intervals using a photo-ionization detector (PID). This PID is capable of detecting variations in concentrations of various organic trace gases, including aromatic petroleum hydrocarbons. This sampling protocol and subsequent screening process will aid in determining the vertical extent of soil impact, if present.

The soil sample with the highest PID reading from each boring will be submitted for analytical testing. If no PID reading is encountered, the sample from immediately above the assumed perched groundwater saturation zone, or the deepest sample if no groundwater is observed, will be submitted for analysis. Additionally, in order to screen for impacted urban fill materials, surficial soil (0-3 feet bgs) samples will be collected from up to half of the borings, at locations where urban fill materials are observed during drilling.

Soil samples will be placed in laboratory-provided sample containers and transported to the laboratory in a chilled cooler.

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Decontamination procedures will consist of washing all sampling equipment in a solution of tap water and laboratory grade detergent (Liquinox) followed by tap water rinse and double rinse with tap water.

As part of the proposed scope, SCI will notify Missouri One-Call to locate public utilities. As part of the proposed scope, each boring location will be scanned with Ground Penetrating Radar (GPR) in an attempt to identify private utility conflicts. Boring locations will be adjusted should such issues arise.

Groundwater Sampling

When the targeted soil boring depth is reached, piezometers will be installed in each of the borings, with the exception of borings B-31 to B-36. The piezometers will be constructed of a Schedule 40 PVC (polyvinyl chloride) riser and screen. The screened interval is anticipated to be 10-slot (0.010-inch) for a 10-foot interval.

The piezometers will be emplaced such that the screen extends approximately 5 feet below the groundwater level assumed at the time of drilling. SCI will attempt to collect a groundwater sample at the time of piezometer installation. However, should groundwater not be present on the date of drilling, SCI will return approximately 48 hours later in attempt to collect the groundwater sample. As soon as the groundwater sample is collected, or following the subsequent sampling attempt, the piezometers will be removed, and the remaining void space will be filled with bentonite. The surface will be patched as appropriate.

Representative groundwater samples will be collected from the piezometers with disposable polyethylene bailers. Groundwater samples will be placed in laboratory-provided sample containers and transported to the laboratory in a chilled cooler.

Analytical Testing

Analytical test parameters for the soil and groundwater samples collected from the subject property will be analyzed for the constituents outlined in Table 2.

Table 2 – Soil and Groundwater Analytical Testing

Boring(s)	Analytical Parameters
B-1 through B-15, B-30	BTEX+TPH-GRO by U.S. EPA Method 8260 TPH DRO+ORO+PAH by U.S. EPA Method 8270
B-16 through B-29	VOCs by U.S. EPA Method 8260 PAHs by U.S. EPA Method 8270 PCBs by U.S. EPA Method 8082 RCRA Metals by U.S. EPA Method 6010
B-31 through B-36	RCRA Metals by U.S. EPA Method 6010 PAHs by U.S. EPA Method 8270

BTEXN - Benzene, Toluene, Ethylbenzene, Xylenes, and Naphthalene
TPH-GRO - Total Petroleum Hydrocarbons-Gasoline Range Organics
U.S. EPA - United States Environmental Protection Agency
TPH-DRO/ORO - TPH-Diesel Range/Oil Range Organics
VOCs - Volatile Organic Compounds
PAHs - Polynuclear Aromatic Hydrocarbons
PCBs - Polychlorinated Biphenyls
RCRA - Resource Conservation and Recovery Act

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Table 2 – Soil and Groundwater Analytical Testing (continued)

Boring(s)	Analytical Parameters
B-36 through B-47	VOCs by U.S. EPA Method 8260 RCRA Metals by U.S. EPA Method 6010
Surficial Soils/Urban Fill (50% of the borings)	PAHs by U.S. EPA Method 8270 RCRA Metals by U.S. EPA Method 6010.
Indoor Air	VOCs by TO-15

U.S. EPA - United States Environmental Protection Agency
VOCs - Volatile Organic Compounds
PAHs - Polynuclear Aromatic Hydrocarbons
RCRA - Resource Conservation and Recovery Act

Indoor Air Sampling

Historic painting, plating, and lacquering operations were noted withing the current office structure on the southwestern portion of the site. As drilling in this building is not possible, SCI proposes to collect indoor air samples from this building.

Using Summa canisters fitted with four-hour fill regulators, three samples will be collected from the ground floor of the building. SCI will inventory any containers of paints, petroleum products, or other chemicals stored in the nearby vicinity of the sample locations.

Formal Report

Results of the Phase II scope of service outlined in this proposal will be reviewed by the project manager. SCI's findings and recommendations will be presented as part of the Phase I report. The report will include a description of sampling methods, laboratory data, a site plan, and supporting data. The report will also provide a comparison of the lab results to the Missouri Department of Natural Resources Default Target Levels.

Asbestos Survey

The purpose of our asbestos survey will be to determine whether asbestos-containing materials (ACMs) are present within readily accessible areas of the structures on the subject property. This survey is intended to satisfy the requirements of the asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) for demolition or renovation, as well as for Occupational Safety and Health Administration (OSHA) compliance.

SCI's Missouri-Certified Asbestos Inspector will conduct a survey of accessible areas of the structures at the above-referenced location for suspect ACMs. Inaccessible areas would include, but are not limited to, areas above fixed ceilings, behind walls, or under subfloors. SCI will collect a sample of any suspect ACM identified during the survey. The collected samples will be submitted for analytical testing utilizing polarized light microscopy.

It is important to note, our activities will cause damage to the materials that are sampled. In some cases, the materials that need to be sampled are in readily observable areas. Should you wish to describe specific areas that you would prefer us to sample in, please indicate this to us as part of your formal authorization.

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Upon receipt of the analytical test results, a formal letter will be prepared summarizing results of the analytical testing. Each sample location will also be identified along with an estimate of the quantity of ACM. An assessment of possible fiber release, to the limit of the material being friable or non-friable, will also be provided. In addition, the EPA *Notification of Demolition or Renovation* form will be completed to the extent possible by SCI. A soft version of this form can be submitted upon request.

Lead-Based Paint (LBP) Survey

The purpose of the LBP Survey will be to determine if lead is present in the painted coatings contained within the structures on the subject property.

SCI will perform a lead-based paint survey on the above-referenced structures. All testing will be performed by a Missouri-Licensed Lead Inspector or Risk Assessor and will be performed using an x-ray fluorescence meter (XRF), which can quickly and nondestructively determine the quantity of lead present in paint coatings. This survey will include a comprehensive summary of all material tested and will be specific to each test location.

Universal Waste/Hazardous Material (UW/HM) Survey

The purpose of our UW/HM survey will be to identify items that may require specialized removal and disposal prior to demolition and renovation activities. This survey will be performed concurrently with the ACM and LBP surveys.

SCI will perform a survey of UW/HMs located within the on-site structures. UW/HMs items typically include, but are not limited to, fluorescent bulbs and ballasts, mercury switches, high intensity discharge lamps, mercury vapor lamps, emergency light batteries, refrigerant gases, paints, cleaners, and other chemicals. Some of these items are not suitable for disposal in municipal landfills and may require specialized removal and disposal prior to demolition and renovation activities.

SCI will provide an inventory of all UW/HMs observed in the structure along with recommendations related to recycling or disposal. Separate written summaries of the UW/HM survey activities will be provided for each building.

COST AND SCHEDULE

We will provide the consulting services for the project as detailed above for the fees shown in Table 3. Recommendations for further investigations or remediation, if necessary, will be included with the report. Please contact us if you have a specific date that our report is needed.

Table 3

Service	Fee ($)	Estimated Timeframe
Phase I ESA		
Standard Turnaround	3,250.00[1]	Three to four weeks
Rapid Turnaround	4,250.00	One to two weeks
Limited Phase II ESA		
Standard Turnaround	88,250.00	Five to Seven weeks
Rapid Turnaround	126,250.00[2]	Four weeks

[1]Includes Environmental Lien/AUL search of 3 parcels
[2]Includes premiums for expedited laboratory sampling, reporting and report processing.

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Table 3 (continued)

Service	Fee ($)	Estimated Timeframe
Asbestos Survey[3]		
Asbestos Survey (up to 330 samples, Standard Turnaround)	8,650.00	Three to four weeks
Asbestos Survey (up to 330 samples, Rapid Turnaround)	11,750.00[2]	One to two weeks
Lead-Based Paint Survey[3]		
Lead-Based Paint Survey (Standard Turnaround)	3,100.00	Three to four weeks
Lead-Based Paint Survey (Rapid Turnaround)	4,100.00[2]	One to two weeks
Universal Waste/Hazardous Material Survey	2,000.00	Concurrent with ACM and LBP Surveys
Optional Services		
AUL/Environmental Lien Search	1,245.00[1]	Concurrent with Phase I
Non-ASTM Scope Items		
Preliminary Desktop Review	500.00	Concurrent with Phase I

[3]SCI's fees for this service are based on the assumption that we will be retained to perform the Asbestos Survey, LBP Survey, and UW/HM Survey at the same time as the Phase I ESA and Limited Phase II ESA.

You will be invoiced for these fees upon project completion and payment is due upon receipt of the invoice. To facilitate prompt payment, SCI accepts Visa and MasterCard in addition to normal payment methods. If you wish to pay via credit card, please contact the undersigned for specific instructions. This fee does not include title/conveyance reports. If this is required, please make a notation on the enclosed *Acceptance of Proposal for Professional Services* sheet. **Please notify SCI in advance if you believe third-party reliance will be required. Should third-party reliance letters be requested for these activities, within 180 days subsequent to report submittal, additional costs of $500.00 will be incurred**.

This proposal assumes that you will provide site access authorization, including access to the proposed boring locations during normal business hours for a conventional, rubber-tired, all-terrain mounted, drill rig. No clearing, grading, or other removal of site obstacles, has been included in this proposal.

Additional services by SCI might involve meetings and/or extensive telephone conversations to discuss the content and recommendations provided in the report. Our charges for these additional services would be on an hourly basis.

Conditions and Considerations

The above fees have assumed certain conditions. Adjustments to the scope of work may be needed if the conditions or assumptions change during the course of this agreement. No changes will be made without concurrence of the client.

- Access to any existing structures will be provided during the site reconnaissance. Should we have to return to the site because of denied access, our remobilization will be invoiced at an additional rate of $115.00 per hour.

- The client must provide access to inaccessible areas unless written authorization is given to SCI to take necessary measures to gain access. Additional costs may be incurred if substantial amounts of demolition are required to access materials for sampling.

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- Materials, which appear similar in color, finish, and date of application at the time the survey is made, will be assumed to be homogeneous and will be sampled accordingly. SCI has included costs for analysis of 330 samples/layers from the site, which is assumed to be sufficient to complete the survey. However, should additional samples/layers be required, sampling, analysis, and reporting of these additional samples will be performed at a rate of $20.00 per sample/layer.

Additional services on our part should be anticipated following completion of the report(s). These services might involve more than one meeting to discuss the content and implications of the reports, additional engineering for design, review of project plans and specifications to assess the application of recommendations provided, and field services during construction. Our specific involvement in these phases of the project cannot be estimated at this time. Normally, our charges would be on an hourly basis for these services, but lump-sum costs could be provided if our involvement can be specifically defined. The enclosed *General Terms and Conditions* will also apply to additional services we provide for this project.

AUTHORIZATION

This proposal is valid for 90 days. If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed Acceptance of Proposal for Professional Services. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI services

will be performed for the signatory of the enclosed form. Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed General Terms and Conditions will also apply to any future services you authorize for this project.

Thank you for the opportunity to submit this proposal. If you have any questions regarding this proposal or desire to modify the proposed scope, please do not hesitate to call.

Respectfully,

SCI ENGINEERING, INC.

Benjamin K. Butterfield, CHMM
Senior Scientist

Jessica B. Keeven, CHMM
Senior Scientist

BKB/JBK/hmm

Enclosures
Acceptance of Proposal for Professional Services sheet
General Terms and Conditions sheet

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Frenchtown Great Streets – 2nd Street – Environmental Consulting Services

Project Number: 2023-0838.2B, .21, .25, .27 / BKB

Date: June 3, 2024

Fee: **Please check preferred service(s)**

Environmental Services		
Phase I (Standard Processing)	$3,250.00	☐
Phase I (Rapid Processing)	$4,250.00	☑
Phase II (Standard Processing)	$88,250.00	☑
Phase II (Rapid Processing)	$126,250.00	☐
Asbestos Survey (up to 330 samples, Standard Turnaround)	$8,650.00	☐
Asbestos Survey (up to 330 samples, Rapid Turnaround)	$11,750.00	☑
Lead-Based Paint Survey (Standard Turnaround)	$3,100.00	☐
Lead-Based Paint Survey (Rapid Turnaround)	$4,100.00	☑
Universal Waste/Hazardous Material Survey	$2,000.00	☑
Optional Services		
AUL/Environmental Lien Search	$1,245.00	☐
Optional Services Non-ASTM Scope Items		
Prelim Desktop Review	$500.00	☐

TOTAL = $110,350

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Report Distribution (Note: Additional printed report copies after final submittal will be billed at $25.00 each)

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports

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NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to $50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent, misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to

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compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. **CONTAMINATION OF AN AQUIFER** Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.

10. **SITE SAFETY** With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety and warrant that this intent shall be made evident in your agreement with the general contractor.

11. **CONSTRUCTION COST ESTIMATES** An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. **DEFECTS IN SERVICE** You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. **TERMINATION** Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. **FORCE MAJEURE** Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

15. **ENVIRONMENTAL SITE ASSESSMENT** An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

16. **FAILURE TO FOLLOW RECOMMENDATIONS** SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. **ALTERATION OF INSTRUMENTS OF SERVICE** Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. **MOLD DISCLAIMER** The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. **OTHER PROVISIONS** You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

f. You may not assign this agreement to any other person or entity without the prior written consent of SCI. Any transfer of fifty percent or more of your equity interest or voting interest shall be deemed to be an assignment for this purpose.

g. SCI will perform all services under this agreement using the standard of care ordinarily used by firms performing such services in the locale where the services are being rendered. However, many factors influence the results from those services. As such, SCI expressly disclaims any warranty or guaranty as to the accuracy of such results. SCI's performance shall be solely judged against the foregoing standard of care.

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SCI ENGINEERING, INC.
EARTH • SCIENCE • SOLUTIONS
GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

June 3, 2024

Bradley Spanberger, P.E.
Crawford, Murphy & Tilly
One Memorial Drive, Suite 500
St. Louis, Missouri 63102

RE: Geotechnical Services Proposal
St. Charles City Hall
St. Charles, Missouri
SCI No. 2023-0838.12, .GB, .G2

Dear Bradley Spanberger:

SCI Engineering, Inc. (SCI) is pleased to provide this geotechnical services proposal for the referenced project. The purpose of our geotechnical services will be to explore the subsurface conditions and develop design and construction recommendations for the foundations and earth-related phases of the project.

PROJECT DESCRIPTION

A new City Hall building is proposed with the American Car Foundry (ACF) property between Main Street and 2nd Street in St. Charles, Missouri. The footprint of the proposed building consists of an existing building, which will be demolished. The building has an interior ceiling height on the order of 15 to 20 feet.

The City Hall building will have four levels including one level of below-grade parking, retail that walks out to the south, and three levels of office space.

Grading plans were not provided at the time of this proposal; however, we assume maximum cuts on the order of 12 feet along 2nd Street, while we assume the southern portion is within a few feet of the planned finished grade. The building will have maximum column loads on the order of 1,000 kips and maximum wall loads on the order of 20 kips per linear foot.

SCOPE OF SERVICES

Geotechnical

We will explore the subsurface conditions by drilling nine borings at the approximate locations shown in the *Geotechnical Boring Layout*. However, it should be noted that the borings along 2nd Street will likely be shifted into the roadway. A lane drop and traffic control will be required for these borings. The lane closure it anticipated to require two days. Up to two of the borings will be drilled inside the existing building. The interior has a ceiling height on the order of 15 to 20 feet. We will utilize a skid steer mounted drilling rig to access the interior locations. We assume that a pathway at least eight feet in width will be provided by others to the interior boring locations.

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We will locate the borings in the field using a handheld global positioning system and interpolate surface elevations at the boring locations using the most recent topographic plan made available to us or by measuring from existing features. If more accurate data is required, we recommend that you retain the project surveyor to stake the boring locations and provide surface elevations.

We will then explore the subsurface conditions by drilling the borings to the depths of auger refusal (assumed at an average depth of 40 feet). Four borings will be advanced an additional 10 feet beyond refusal using rock coring methods. SCI personnel will log the borings and direct sampling. The borings will be sampled with Standard Penetration Tests (SPTs) at 2½-foot intervals in the upper 10 feet and at 5-foot intervals thereafter. The borings drilled with the skid steer rig will be sampled with a split-spoon sampler and will have shear vane testing performed at select intervals. The boreholes will be then backfilled with soil cuttings and the pavement patched.

It should be noted that some settlement of the boreholes will likely occur following completion of the fieldwork and additional backfill may be required. We assume monitoring of the borehole backfill after drilling is completed and placement of additional backfill will be provided by others. Alternately, the boreholes may be backfilled with sand, gravel, or grout which are less prone to settlement; however, additional fees will apply and a suitable area for spoils disposal would need to be coordinated with the owner.

Upon completion of the field exploration, the samples will be transported to our laboratory for classification and characterization. We will measure the moisture content of each cohesive sample. Hand penetrometer values, which provide an indication of strength, will be obtained for each apparently intact cohesive sample. Atterberg limits tests and grain size analysis will be performed on selected samples to aid in classification and assess the volume change characteristics of the subgrade soils. Natural density tests, and/or unconfined compression tests to provide additional strength information, will be performed on selected Shelby tube samples. Unconfined compression tests will be performed on selected rock core samples to provide strength information.

Our findings and recommendations, along with supporting data, will be presented in a formal report, which will address each of the following:

- Allowable bearing pressures and depths for shallow or deep foundation support, as applicable;
- Discussion of the feasibility of ground improvement, if applicable;
- Recommended parameters for the lateral analysis of deep foundations, if applicable. (SCI can also provide LPILE analysis once the deep foundation configurations are selected; however, this service is outside of our currently proposed scope);
- Liquefaction analysis and determination of seismic coefficients for building design according to the appropriate International Building Code;
- Anticipated settlement based on general soil characteristics;
- Shrink/swell potential of subgrade soils;
- Floor slab design criteria;

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- Lateral earth pressures for the design of below-grade and minor retaining walls;
- Global stability analyses for up to two cross sections of proposed retaining wall (if planned) with presentation of the calculated factors of safety;
- General location, description, and disposition of existing fill materials, if encountered;
- Influence of groundwater and/or bedrock, if encountered, on design and construction;
- Discuss the presence or lack thereof of mines, wells, caves, cavities, geologic conditions and other similar voids (or potential therefore), existing on, or near enough to the project, to be of consideration;
- Structural fill considerations, including the suitability of on-site soils for use and engineering criteria for placement; and
- Site development and geotechnical construction recommendations.

Advanced Seismic Analysis *(Optional)*

Based on our previous work within the area, we anticipate that the Seismic Site Class and Seismic Design Category (SDC) will likely be a "D" for seismic design. Shear wave velocity testing or a Site-Specific Seismic Hazard Analysis (SSSHA) may be beneficial to the project team in order to improve the seismic design criteria for the site. The reduction in design loading due to an improvement in the seismic design criteria can help significantly reduce project costs.

Phase I: Shear Wave Velocity Data Collection

We will collect shear wave velocity data on the site in order to evaluate the shear wave velocity profile of the subsurface soils to a maximum depth of 100 feet. Our geotechnical engineer will interpret the results of the field testing and generate a shear wave velocity profile of the subsurface with respect to depth. The interpreted shear wave velocity profile will be used to determine the Seismic Site Class. We will evaluate whether the shear wave data collected will improve the Site Classification.

Phase II: Site-Specific Seismic Hazard Analysis (if required)

If no improvement of the Site Class is possible, SCI will perform a SSSHA in an attempt to improve the SDC. The shear wave velocity data collected in Phase I will be used to estimate dynamic soil properties needed for the SSSHA. The SSSHA will then be performed utilizing synthetic earthquake input provided by the USGS website and a commercially available program ProShake[1] in order to develop a Site-Specific Response Spectrum. The Design Response Spectrum is a composite curve developed following the procedures presented in Section 1613 of the IBC 2018 code and Chapter 21 of ASCE 7-10. The results of the SSSHA, including revised seismic parameters and the resulting Seismic Design Category will be presented in the geotechnical report.

[1] ProShake, Ground Response Analysis Program, Version 1.12, EduPro Civil Systems, Inc., Sammamish, WA.

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Engineer of Record Services

We will provide Engineer of Record services following the issuance of the geotechnical report. Such services will include attending conference calls and meetings (up to three assumed), review of plans and specifications (one set assumed), provide a geotechnical statement and seal plans.

Private Utility Locate (if needed)

Private utilities, that will not be marked by Missouri One Call (811), may be located near the borings. If the owner or their representative cannot mark the private utilities, then a private utility locate will be required. SCI can provide this service for the fee shown in Table 1. The private utility locate fee includes scanning a radius around each boring and marking identified underground features with spray paint or flags. No other documentation is included in the fee. If the locations of identified underground features are required, we recommend that the project surveyor be retained to document the locations.

COST AND SCHEDULE

We will provide these services for the lump-sum fees detailed in Table 1.

Table 1 – Services and Fees

Service	Fee ($)
Geotechnical Exploration and Report	25,950.00
Traffic Control ($195 per hour, 16 hours anticipated)	3,120.00
Advanced Seismic Analysis (optional)	
Phase I: Shear Wave Velocity Collection and Analysis	3,000.00
Phase II: Site Specific Seismic Hazard Analysis (if required)	3,500.00
Engineer of Record Services ($170.00 per hour)	Hourly, estimated budget of 2,500.00
Private Utility Locate (if needed)	2,700.00

We will schedule the fieldwork following your verbal authorization of this proposal, and should be able to start drilling the site, weather permitting, about three weeks thereafter. We anticipate that the exploration will be completed in three to four days; however, we cannot mobilize the drill rig unless formal authorization has been received. Laboratory testing and report preparation will require approximately four to five weeks following the field exploration; however, verbal findings should be available within three working days after completion of the drilling. The SSSHA, if required, will take an additional one to two weeks.

Conditions and Considerations

- The geotechnical fee is based on a maximum of 360 feet of soil drilling and 40 feet of rock coring. If the encountered subsurface conditions indicate that more than the planned total of soil drilling would be beneficial, and you authorize additional exploration, it would be provided for $40.00 per foot for soil drilling and $80.00 per foot for rock coring. No costs associated with union labor or permits are included in this proposal.

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- This proposal assumes that you will provide site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig. **We assume that a pathway at least eight feet in width will be provided by others to the interior boring locations.** No clearing, grading, or other removal of site obstacles, has been included in this proposal. It also assumes that you will provide marked locations of privately owned, below-grade, utility lines within the project area, prior to mobilization of the drill rig. **SCI can provide a private utility locate for the additional fee shown in Table 1.**

- We routinely contact the Missouri One-Call system to have the locations of public utilities marked; however, we will only be responsible for utilities brought to our attention prior to drilling.

- SCI performs the subsurface utility locating services using geophysical tools in accordance with the Standard Guideline for Investigating and Documenting Existing Utilities (ASCE/UES/CI 38-22), and in accordance with the standard of care and the generally accepted industry principals. However, SCI cannot and does not guarantee the accuracy of the utility locations reported for the following reasons. The geophysical methods are non-invasive and have limitations. The effectiveness of the geophysical instruments used for subsurface utility locating depends on multiple factors such as, but not limited, to utility size, depth, condition, composition (e.g., metal, PVC), congestion, general site conditions (clayey soils, reinforced concrete, subsurface material moisture content), overhead power lines and access to exposed utilities. Not all utilities present within a survey area may be imaged due to these limitations. Some utilities, such as non-metal (e.g., clay and plastics) pipes and fiber optic cables without tracer wires, may not be imaged by the geophysical tools. Utility depths provided from the geophysical surveys are estimated and should be treated as such. Geophysical interpretations are non-unique, and ground-truthing verification is required for constraining and verifying the interpretations.

- Our fee, which is valid for up to 30 days from the date of this proposal, does not include out-of-scope services that might be added during the course of our work; nor does it include additional services that might be requested following completion of our report, such as attendance at project meetings; subsequent consultation; or review, signing, and sealing of project plans. Such services will be provided in accordance with the enclosed *Acceptance of Proposal for Professional Services*, and billed at our then-current hourly rates, or as otherwise agreed.

CLIENT RESPONSIBILITIES AND AUTHORIZATION

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI services will be performed for the signatory of the enclosed form. Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed *General Terms and Conditions* will also apply to any future services you authorize for this project.

We appreciate the opportunity to be of service to you on this project. Please call if you have any questions; or if you would like to discuss the above scope or schedule in any way.

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I can be reached at 636-757-1065 or tbarrett@sciengineering.com.

Respectfully,

SCI ENGINEERING, INC.

Timothy J. Barrett, P.E., CFM
Geotechnical Services Manager

Evgeniy "Eugene" V. Torgashov, Ph.D.
Senior Geophysicist

EVT/TJB/mas

Enclosures
Geotechnical Boring Layout
Acceptance of Proposal for Professional Services
General Terms and Conditions

\\sciengineering.local\shared\Projects\2023\2023-0838 Frenchtown Great Streets\Financial\12, GB, G2\2023-0838.12 St. Charles City Hall GS Proposal.docx

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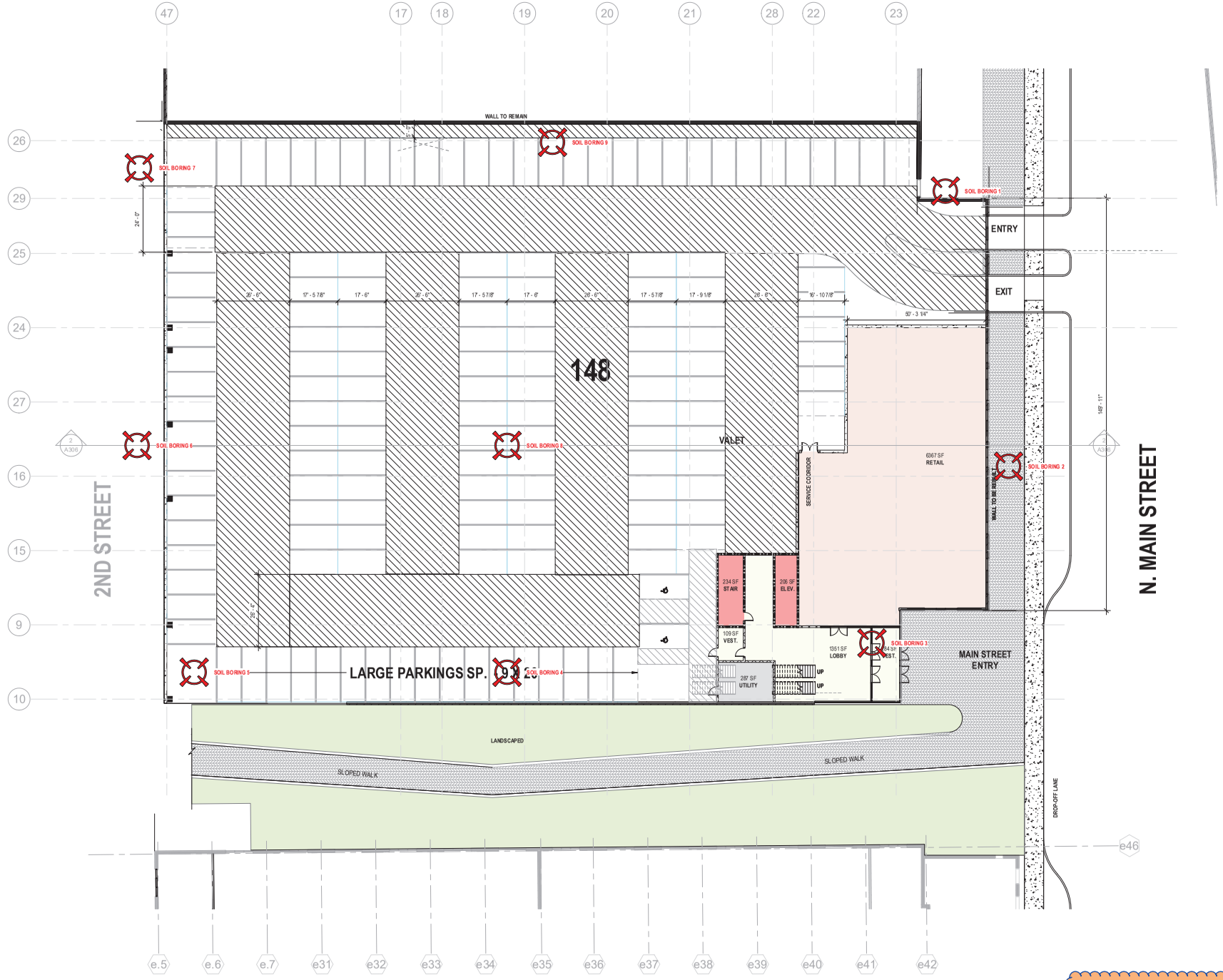

GEOTECHNICAL BORING LAYOUT

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: St. Charles City Hall - Geotechnical Services

Project Number: 2024-0924.10, .GB, .G2 / TJB, EVT

Date: June 3, 2024

Fee: Please indicate your selection by placing a check mark in the appropriate box below:

Geotechnical Exploration and Report	$25,950.00	☑
Traffic Control ($195 per hour, 16 hours anticipated)	$3,120.00	☑
Advanced Seismic Analysis (optional)		
Phase I: Shear Wave Velocity Collection and Analysis	$3,000.00	☑
Phase II: Site Specific Seismic Hazard Analysis (if required)	$3,500.00	☑
Engineer of Record Services ($170.00 per hour)	Hourly, estimated budget of 2,500.00	☑
Private Utility Locate (if needed)	$2,700.00	☑

TOTAL
$40,770

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Report Distribution (Note: Additional printed report copies after final submittal will be billed at $25.00 each)

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports

NOTICE TO OWNER: **(FOR SITES IN MISSOURI ONLY)**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to $50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent, misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to

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compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. **CONTAMINATION OF AN AQUIFER** Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.

10. **SITE SAFETY** With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety and warrant that this intent shall be made evident in your agreement with the general contractor.

11. **CONSTRUCTION COST ESTIMATES** An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. **DEFECTS IN SERVICE** You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. **TERMINATION** Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. **FORCE MAJEURE** Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

15. **ENVIRONMENTAL SITE ASSESSMENT** An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

16. **FAILURE TO FOLLOW RECOMMENDATIONS** SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. **ALTERATION OF INSTRUMENTS OF SERVICE** Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. **MOLD DISCLAIMER** The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. **OTHER PROVISIONS** You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

f. You may not assign this agreement to any other person or entity without the prior written consent of SCI. Any transfer of fifty percent or more of your equity interest or voting interest shall be deemed to be an assignment for this purpose.

g. SCI will perform all services under this agreement using the standard of care ordinarily used by firms performing such services in the locale where the services are being rendered. However, many factors influence the results from those services. As such, SCI expressly disclaims any warranty or guaranty as to the accuracy of such results. SCI's performance shall be solely judged against the foregoing standard of care.

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Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

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is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy*. The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations*. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

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Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm's membership in GBA by contacting GBA directly or at its website.

GEOPROFESSIONAL BUSINESS ASSOCIATION

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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EXHIBIT C - SCHEDULE OF FEES
TREKK DESIGN GROUP
City of St. Charles Proj. No. 23ENGST3
TREKK Proj. No. 23-0389
Main Street Extension SA02
6/3/2024

Direct Salary Classification	**Hourly Rate**		**Estimated Hours**		**Total Labor Cost**
Principal	$ 70.00	@	6.00		$ 420.00
Project Manager	$ 68.00	@	98.00		$ 6,664.00
Prof. Engineer II	$ 50.00	@	58.00		$ 2,900.00
Project Engineer II	$ 39.00	@	102.00		$ 3,978.00
Sr. Project Designer	$ 49.00	@	32.00		$ 1,568.00
Admin	$ 31.00	@	8.00		$ 248.00
Subtotal			304		$ 15,778.00
Overhead Rate @ 183.29%					$ 28,919.50
Fixed Fee @ 14.3%					$ 6,391.74
FCCM @ 1.63%					$ 257.18
Subtotal					$ 51,346.42
Direct Expenses					
Vehicles					
Personal and Company Cars	184	@	$ 0.655	per mile	$ 120.52
TOTAL ESTIMATED FEE					**$ 51,466.94**

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ESTIMATED HOURS

TREKK Design Group

City of St. Charles Proj. No. 23ENGST3

TREKK Proj. No. 23-0389

Main Street Extension SA02

CLASSIFICATION	Principal	Project Manager	Prof. Engineer II	Project Engineer II	Sr. Project Designer	Admin	TOTAL
Task 1 - Project Administration							
General Project Administration	2	8				8	
Task 1 - Subtotal	**2**	**8**	**0**	**0**	**0**	**8**	**18**
Task 3 - Conceptual Study							
Meetings (assume 2 vitual)		4		4			
Review Record Plans/Existing Data		2	6	12			
Review ACF Record Plans On Site		6		6			
Field Visit (assumes 2)		8		8			
Delineate Existing Drainage Areas		2	4	8			
Existing Runoff Calculations		1		6			
Existing Hydraulic Calculations		2	2	6			
Flow Diversion Hydraulic Calculations		1	2	4			
Develop Two Design Alternatives		4	8	8			
Write Memorandum		2		4			
QAQC	2	2	4				
Task 3 - Subtotal	**2**	**34**	**26**	**66**	**0**	**0**	**128**
Task 6 - Final Plans							
Develop Cover Sheet & Plan/Profile Sheet			4		16		
Detail Plan/Profile Sheet		2	8	4	8		
Detail Sheets				8	8		
Job Special Provisions		4	4				
Quantity Tabulation		1		8			
Cost Estimate		2		8			
QAQC	2	2	4				
Submittal to City		1					
Revisions based on comments		2		8			
Compile Bid Documents		8	4				
Task 6 - Subtotal	**2**	**22**	**24**	**36**	**32**	**0**	**116**

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ESTIMATED HOURS

TREKK Design Group

City of St. Charles Proj. No. 23ENGST3

TREKK Proj. No. 23-0389

Main Street Extension SA02

Task 11 - Bidding & Construction							
Attend prebid and preconstuction conferences		8					
Answer questions during the bidding phase		4	4				
Answer questions during the construction phase		8	4				
Shop drawing approvals		8					
Site Visits (Assumes 2)		6					
Task 11 - Subtotal	**0**	**34**	**8**	**0**	**0**	**0**	**42**
Total Estimated Hours	**6**	**98**	**58**	**102**	**32**	**8**	**304**

Assumptions & Exclusions:

1 Meetings will be virtual
2 Record plans and field investigations that show existing drainage connections will be provided
3 Two alternatives will be analyzed during conceptual phase.
4 Final Plan Design will be of the preferred alternative.
5 Changes in scope will require a supplemental agreement
6 Permitting fees are excluded
7 General Front End Documents will be provided by the City

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

Exhibit B – CONSULTING ENGINEER'S SCOPE OF SERVICES

This addendum will analyze the feasibility of redirecting runoff from Sacred Heart Academy to the 24" pipe that extends from Decatur Street to under the Sawtooth building. If the analysis proves that this is feasible construction plans will be developed for the storm sewer construction.

TASK 15.1 TREKK PROJECT ADMINISTRATION

Tasks include:

1. Provide monthly progress reports and invoices.
2. General administration

TASK 15.3 TREKK CONCEPTUAL STUDY

Tasks include:

1. Coordination & Meetings
2. Review Record Plans/Existing Data
3. Review ACF Record Plans on Site
4. Field Visit (assumes 2)
5. Delineate Existing Drainage Areas
6. Existing Runoff Calculations
7. Existing Hydraulic Calculations
8. Flow Diversion Hydraulic Calculations
9. Develop Design Alternatives
10. Write Memorandum
11. Quality Control

TASK 15.6 TREKK FINAL PLANS

Tasks include:

1. Develop Cover Sheet & Plan/Profile Sheet
2. Detail the Plan/Profile Sheet
3. Develop Detail Sheets
4. Develop Job Special Provisions
5. Quantity Tabulation
6. Cost Estimate
7. Quality Control
8. Submittal to City
9. Complete Revisions Based on City's Comments
10. Compile Bid Documents

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TASK 15.11 TREKK BIDDING & CONSTRUCTION

Tasks include:

1. Attend prebid and preconstuction conferences
2. Answer questions during the bidding phase
3. Answer questions during the construction phase
4. Shop drawing approvals
5. Site Visits (Assumes 2)

TASK EXCLUSIONS & ASSUMPTIONS

- Meetings will be virtual
- Record plans and field investigations that show existing drainage connections will be provided
- Two alternatives will be analyzed during conceptual phase.
- Final Plan Design will be of the preferred alternative.
- Changes in scope will require a supplemental agreement
- Permitting fees are excluded
- General Front End Documents will be provided by the City

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

ATTACHMENT B
MAIN STREET EXTENSION - CITY PROJ. NO. 23ENGST3
ESTIMATE OF COSTS PER CONSULTANT - after Supplement No. 2

FEE SUMMARY

FIRM		FEE	HOURS (1)	% OF TOTAL FEE
CMT	$	546,134.13	3546	48.66%
EDSI *	$	69,028.00	525	6.15%
SCI ENGINEERING (1)	$	239,789.54	439	21.37%
SWT DESIGN	$	89,795.00	608	8.00%
TREKK DESIGN GROUP *	$	166,705.35	702	14.85%
BAX ENGINEERING	$	10,854.00	76	0.97%
TOTAL	**$**	**1,122,306.02**	**5896**	**100.00%**

* DBE Estimated Participation =	21.00%	percentage of fee

(1) Hours do not include time for L SUM Supplements

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

SUPPLEMENTAL AGREEMENT NO. 1

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, & TILLY, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 1 to the Engineering Services Contract made and entered into this 3RD day of JUNE, 2024 by and between the City of Saint Charles, Missouri, hereinafter referred to as "CITY" and **Crawford, Murphy, & Tilly, Inc. (CMT)** hereinafter referred to as "ENGINEER".

WITNESSETH:

WHEREAS, on October 19th, 2023, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the "Main Street Extension", hereinafter "PROJECT". The original contract value was $908,865.08.

WHEREAS, the CITY desires to have additional work performed by the ENGINEER to provide services in accordance with Supplemental No. 1 Scope and Fee as shown in Attachment A. This requires a change in the scope of services of the aforesaid Engineering Services Contract in an amount not to exceed Ten Thousand Eight Hundred and Fifty-Four Dollars and no cents ($10,854.00).

NOW, THEREFORE, in consideration of the payment and mutual agreements of the parties contained herein, the parties do mutually agree as follows:

1. ENGINEER shall perform the services described in the attached Scope of Services (Attachment A) in addition to the Scope of Services described in Schedule B of the Prime Contract, and CITY shall pay ENGINEER an amount not to exceed $10,854.00.

2. ENGINEER will provide the consulting services described herein at actual hourly costs and directly reimbursable fees in accordance with the attached Schedule of Fees and Hourly Rates (Attachment A) in addition to the Schedule of Fees and Hourly Rates described in Schedule C of the Prime Contract.

3. All other provisions of the Engineering Services Contract between the parties shall remain unchanged. The contract total is changed from $908,865.08 to $919,719.08.

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

SUPPLEMENTAL AGREEMENT NO. 1

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, & TILLY, INC.

CRAWFORD, MURPHY, & TILLY, INC.

Kevin Fuller — May 10, 2024

Signature — Date

Kevin Fuller

Printed Name

ATTEST:

R. Jay Rakers — May 10, 2024

Signature — Date

R. Jay Rakers

Printed Name

CITY OF ST. CHARLES, MISSOURI

DocuSigned by: Daniel J. Borgmeyer — 6/3/2024
8D36AFB1A1BD439...

Daniel J. Borgmeyer, Mayor — Date

ATTEST:

DocuSigned by: Kimberly Hudson — 6/3/2024
70E399BA7AAF426...

City Clerk — Date

Kimberly Hudson

DS

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

SUPPLEMENTAL AGREEMENT NO. 1

ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF ST. CHARLES
AND
CRAWFORD, MURPHY, AND TILLY, INC.

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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

DocuSigned by:
Jennifer O'Connor 5/29/2024
C5FB3E8A40BE40D...

Director of Finance, St. Charles Date
Jennifer O'Connor

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

ATTACHMENT A

City of Saint Charles – Department of Engineering
Main Street Extension – 23ENGST3

SUPPLEMENT NO. 1 – SCOPE OF SERVICES

TASK 16 BAX ENGINEERING

Additional services for an ALTA survey, its accompanying legal descriptions, and subdivision plats for the American Car Foundry (ACF) property. Refer to their scope of services on the next page.

END OF DOCUMENT

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

City Centre – Main Street Extension
ALTA/NSPS survey Area B - BAX 24-19215
Surveying Scope of Services

ALTA/NSPS survey narrative

- Discuss with the limits of survey needed. Walk site with City and planning Engineer to understand delineation of proposed property survey limits for Area B

- Proposed Boundary lines of Area B to include certain building party walls. Those walls and interior building demarcations to be located and depicted on survey drawing and reflected in final land descriptions.

- Execute an ALTA/NSPS Land Title Survey on the project property. Establish boundary lines based on existing property boundary limits, and proposed property limits as required Area B within overall project area.

- Set survey monuments at boundary corners as necessary.

- Write legal descriptions as necessary for Area B and for proposed roadway Right of Way for Main Street extension limits.

- ALTA/NSPS Land Title Survey to be executed and completed in compliance with the Minimum Standard detail requirements for ALTA/NSPS Land Title Surveys as adopted during February, 2021. In addition, the survey will also be prepared in accordance with the current “Minimum Standards for Property Boundary Surveys of the State of Missouri.”

- A drawing to scale will be provided showing the results of said survey certified to the current 2021 ALTA/NSPS Land Title Survey Standards, including Items 1, 2, 3, 4, 6a, 7a, 8, 9, 10, 13, and 16 of Table A. (see attached)

- This proposal is based on the ALTA/NSPS requirements listed above. Any additional Table “A” items (not specified at the time the contract was signed) requested by the client, lender, attorneys, or others involved in the closing process will result in adjusted fees based on our current hourly rate schedule and will be reflected on the final invoice.

- Bax will use the title commitment report as supplied by the client for this property in establishing easements, encumbrances or other matters that may affect this property as listed in Schedule B – Section 2 of said commitment.

- Bax will certify to (owner, lender, buyer, etc.) using the Surveyors certification as adopted by the American Land Title Association (ALTA) and National Society of Professional Surveyors (NSPS) in 2021.

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

- A drawing showing results of survey will be emailed to CLIENT and other involved parties (attorneys, Title Company, lender, etc.) in PDF format for review and comments. After all comments have been received final revisions will be made and sent to CLIENT to distribute to all parties.

Deliverables

- A drawing showing results of survey will be emailed to CLIENT and other involved parties (attorneys, Title Company, lender, etc.) in PDF format for review and comments. After all comments have been received final revisions will be made and sent to CLIENT to distribute to all parties.
- Signed and sealed legal descriptions as necessary for Area B and for proposed roadway Right of Way for Main Street extension limits.
- AutoCAD Civil 3D drawing of resulting final drawing.
- Timing for submittal of for legal descriptions and preliminary exhibit of Area B would be May 30, 2024
- ALTA/NSPS survey drawing to be finalized after title completion of title commitment. Final drawing to be submitted to all parties for review and comment prior to purchase closing.

Fees for preparation of the above-described ALTA/NSPS survey and land descriptions are estimated per the attached manhour estimate.

MAN HOUR ESTIMATE -BASE PROPOSAL - BAX 24-19215					
5/8/2024					
City Centre-Main Street Ext - American Car Foundary_CMT					
ALTA survey Area B and Area B New R/W	DEPT MANAGER	MO PLS	SURVEY TECH II	2-MAN SURVEY CREW	
Imterior Party wall field locations				8	
Field Survey				18	
Drafting			8		
Calculation and legal descriptions		14			
QA-QC / Administrative	2				
Total Task (hrs)	2	14	8	26	0
Hourly Rate	$ 182.00	$ 162.00	$ 134.00	$ 275.00	
Sub Total	$ 364.00	$ 2,268.00	$ 1,072.00	$ 7,150.00	$ -
TOTAL MANHOUR FEE					**$10,854.00**

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

PROJECT AREA MAP

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. ✓ *Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.*

2. ✓ *Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.*

3. ✓ *Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.*

4. ✓ *Gross land area (and other areas if specified by the client).*

5. _____ *Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.*

6. ✓ *(a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.*

_____ *(b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.*

7. ✓ *(a) Exterior dimensions of all buildings at ground level.*

(b) Square footage of:

_____ *(1) exterior footprint of all buildings at ground level.*

_____ *(2) other areas as specified by the client.*

_____ *(c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.*

8. ✓ *Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).*

9. ✓ *Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures.*

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Striping of clearly identifiable parking spaces on surface parking areas and lots.

10. ___✓___ As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.

11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:

_____ (a) plans and/or reports provided by client (with reference as to the sources of information)

_____ (b) markings coordinated by the surveyor pursuant to a private utility locate request

Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

12. _____ As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.

13. ___✓___ Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."

14. _____ As specified by the client, distance to the nearest intersecting street.

15. _____ Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.

16. ___✓___ Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

17. _____ Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

18. _____ Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.

19. _____ Professional liability insurance policy obtained by the surveyor in the minimum amount of $_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.

20. _____ _____

Adopted by the Board of Governors, American Land Title Association, on October 1, 2020.

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ATTACHMENT B
MAIN STREET EXTENSION - CITY PROJ. NO. 23ENGST3
ESTIMATE OF COSTS PER CONSULTANT - after Supplement No. 1

FEE SUMMARY

FIRM		FEE	HOURS (1)	% OF TOTAL FEE
CMT	$	546,134.13	3546	59.38%
EDSI *	$	69,028.00	525	7.51%
SCI ENGINEERING	$	88,669.54	439	9.64%
SWT DESIGN	$	89,795.00	608	9.76%
TREKK DESIGN GROUP *	$	115,238.41	702	12.53%
BAX ENGINEERING	$	10,854.00	76	1.18%
TOTAL	**$**	**919,719.08**	**5896**	**100.00%**

* DBE Estimated Participation =	20.04%	percentage of fee

SPONSOR: City of St. Charles, Missouri
LOCATION: Main Street, St. Charles, MO
PROJECT: Frenchtown Great Streets: Main Street Extension – City Proj. No. 23ENGST3

THIS CONTRACT is between *CITY OF ST. CHARLES*, Missouri, hereinafter referred to as the "Local Agency", and *CRAWFORD, MURPHY & TILLY, INC.*, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Transportation Alternatives Progam (TAP)*, coordinated through the Missouri Department of Transportation, the Local Agency intends to install new pavement, curb and gutter, ADA sidewalks, storm sewers, lighting, and on-street parking through the ACF property. The project will also extend three cross streets from 2nd Street in order to reestablish the grid network and improve traffic flow. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES
See Attachment A.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is **12%** of the total Agreement dollar value.

B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete **20.27%** of the total services to be performed under this Agreement, by dollar value. The final percentage will depend on the actual services rendered (it is currently an estimate) during the design phase. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
Engineering Design Source, Inc. (EDSI) 16141 Swingley Ridge Rd., Suite 300 Chesterfield, MO 63017	Topographic and right-of-way surveys, plats and descriptions	$69,028.00	$69,028.00	100.00%

TREKK Design Group, LLC, 1411 E. 104th St, Kansas City, MO 64131	Storm sewer design, green infrastructure	$115,238.41	$115,238.41	100.00%

ARTICLE III-ADDITIONAL SERVICES
The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY
The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

A. make available all information pertaining to the project which may be in the possession of the Local Agency;

B. provide the Engineer with the Local Agency's requirements for the project;

C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;

D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;

E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE
The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

A. PS&E Approval by MODOT shall be completed on ***August 29, 2025***

B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in

writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

A. For Phase 1 design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **$39,090.55** with a ceiling established for said design services in the amount of **$735,546.46**, which amount shall not be exceeded.

For Phase 2 design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **$19,887.69** with a ceiling established for said design services in the amount of **$173,318.62**. For a total contract value of **$908,865.08**. Phase 2 design services will be authorized by a second notice to proceed letter.

B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **N/A**, with a ceiling established for said inspection services in the amount of **N/A**, which amount shall not be exceeded.

C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

D. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

2. An amount calculated at **170.43%** of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3. An amount calculated at **0.33%** of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than $10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price

or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Engineering Design Source, Inc. (EDSI)	16141 Swingley Ridge Rd. Suite 300 Chesterfield, MO 63017	Topographic and right-of-way surveys, plats and descriptions
SWT Design	7722 Big Bend Blvd. St. Louis, MO 63119	Landscape, hardscape, community engagement, green infrastructure, LA design support
SCI Engineering, Inc.	130 Point West Blvd. St. Charles, MO 63301	Geotechnical and soil investigations, cultural resources (architectural and archaeological) hazardous materials, Ground penetrating radar
TREKK Design Group, LLC	1411 E. 104th St. Kansas City, MO 64131	Drainage, stormwater, green infrastructure

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design

computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

    1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

    2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.

    3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT
The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS
The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS
The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY
The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION
The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION
CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE
A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer

from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

C. The Engineer's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000 per person up to $3,000,000 per occurrence;

2. Automobile Liability: $500,000 per person up to $3,000,000 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000; and

4. Professional ("Errors and Omissions") Liability: $1,000,000, each claim and in the annual aggregate.

D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service
Attachment B - Estimate of Cost
Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.
Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.
Attachment E – DBE Contract Provisions
Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

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Executed by the Engineer this 5th day of October, 2023.

Executed by the City this 19TH day of OCTOBER, 2023.

FOR: CITY OF ST. CHARLES , MISSOURI

BY: DocuSigned by: Daniel J. Borgmeyer 8D36AFB1A1BD439... 10/19/2023 DS

Daniel J. Borgmeyer, Mayor

ATTEST: DocuSigned by: Emily B. Galantowicz 2AAED7B1831D472... 10/19/2023

City Clerk Emily B. Galantowicz

FOR: CRAWFORD, MURPHY, & TILLY, INC.

BY: Kevin Fuller Vice President

Kevin Fuller Title

ATTEST: R. Jay Rakers

R. Jay Rakers

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 10/9/2023

Jennifer O'Connor Director of Finance

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ATTACHMENT A

City of Saint Charles – Department of Engineering
Main Street Extension – 23ENGST3

SCOPE OF SERVICES

GENERAL

CMT's current understanding of the project forms the basis for the proposed scope of services (as described in this Attachment A) and associated compensation (as described in Attachment B).

The Project Charter, located at the end of Attachment A, describes the project's general description and guidelines to follow.

PROJECT SCOPE

The scope of services associated with the project includes the following:

TASK 1 CMT PROJECT ADMINISTRATION

1. Quality assurance plan
2. Progress reports and invoicing
3. City coordination
4. Subconsultant coordination
5. Agency and development coordination
6. Core team meetings
7. Design team meetings
8. Correspondence

TASK 2 CMT DATA COLLECTION

1. Review available data
2. Project site visits
3. Development plans review

TASK 3 CMT CONCEPT DESIGN

1. Concept design workshop (prep and attend)
2. Design two concept alternatives
3. Concept typical section and plan exhibits
4. Concept estimates and summaries
5. Complete preferred concept
6. Design criteria memorandum

TASK 4 CMT PRELIMINARY DESIGN

Preliminary plans shall include property lines and ownership, critical design items, pavement design recommendations, typical sections, roadway and intersection geometrics, sidewalk/ADA plan, driveway design, pavement marking plan, access management plan, roadside design elements, working cross sections, drainage design, building downspout considerations/details, green infrastructure layout, landscape and furnishing layout, lighting layout, signing layout, required structural details (retaining wall modifications is assumed), utility relocations, traffic control narrative, removal of improvement callouts, right-of-way acquisitions, construction cost estimates, and the required environmental work to submit a preliminary RER.

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The CONSULTANT shall prepare:

1. Preliminary design
2. Preliminary plan sheets
3. Preliminary cost estimate (construction and utility)
4. QAQC
5. Prepare/submit preliminary plan package
6. Preliminary field check and meeting
7. Address preliminary comments

TASK 5 CMT RIGHT OF WAY DESIGN

Right of way plans will update the preliminary design and will provide confidence so that the necessary plats and legal descriptions needed for right of way acquisition are accurately depicted, along with showcasing removals, driveway slopes and any other impacts to the current property owners. Tasks include:

1. Update/refine design for right of way acquisition confidence
2. Incorporate anticipated utility plans of adjustment
3. Finalize right of way and easement lines
4. Right of way plan sheets
5. Right of way cost estimate (construction and utility)
6. QAQC
7. Prepare/submit right of way plan package
8. Address right of way comments
9. Coordinate plats and descriptions with EDSI
10. Revise right of way plans due to negotiations
11. Attend four meetings with property owners

Task 5 is part of Phase 2 design services.

TASK 6 CMT FINAL DESIGN

1. Final design
2. Final plan sheets
3. Final cost estimate (construction and utility)
4. Job special provisions and supporting PS&E data
5. QAQC
6. Prepare/submit final plan package (95% level)
7. Final field check and meeting
8. Address final plan comments
9. Prepare/submit sealed final plan package (100% level)

Task 6 is part of Phase 2 design services.

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TASK 7 CMT COMMUNITY RELATIONS

Community relations task will ensure support for the project builds throughout the entire design and through construction. This task builds largely on previous planning work done but will be uniquely identified as the implementation phase. The community relations task will focus on community vision while placing importance on operations and maintenance needs of the final design. Tasks include:

1. Project administration –
    a. Project Brand - CMT will develop a project brand that is consistent with the Great Streets programming previously done during the planning phase. Digital versions of the project logo will be provided to City staff to use on the city project website.
    b. Public Involvement Plan – CMT will collaborate with the core team on the final agreed upon public involvement plan which will include a full calendar of key engagement milestones.

2. Advisory Group Meetings
    a. Technical Advisory Team – CMT will host 3 technical advisory team meetings with a group of key stakeholders identified with the core team and outlined in the public engagement plan. The role of this group is to serve as a review panel of design options prior to sharing with the implementation team or the general public. CMT is responsible for identifying meeting space, sending invites, monitoring responses, and compiling meeting notes.
    b. Frenchtown Implementation Team – CMT will host 3 implementation team meetings with a group of key community residents identified with the core team and outlined in the public engagement plan. The role of this group is to serve as a review panel for community vision throughout the design process. CMT is responsible for identifying meeting space, sending invites, monitoring responses, and compiling meeting notes.

3. Frenchtown Design Week – Working within the project brand, CMT will identify a week in the fall as Frenchtown Design Week. Key project meetings will be held during this week, and City staff will be able to use an engagement toolkit to further reach the community about the project. Frenchtown Design Week tasks include:
    a. Community Audits – CMT will host 2 community walk shops (2-hour duration) for community members to walk the site as currently, and vision for final design options. CMT will prepare key talking points and visioning exercises to be delivered to the City so that City staff can complete additional walk shops if necessary.
    b. Engagement Toolkits – CMT will develop an engagement toolkit that can be used by City staff to reach a wider audience of the community. All materials will be delivered in PDF format to the City. Elements of the engagement toolkit include:
        i. Informational project flyer (FAQs)
        ii. Project coloring sheet (geared toward younger kids for youth outreach)
        iii. Community Audit walking tour
    c. Community Survey – CMT will develop a survey to be hosted in an online format. A QR code will be generated to drive traffic to the survey and placed on project flyers and information sheets. CMT will print a small number of hard copy flyers to be placed at key community centers where individuals can fill out the survey in

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person. CMT is responsible for compiling survey input and delivering a memo to the City on community feedback.

d. Pop-up Demonstration – CMT will host 1 pop-up demonstration highlighting key design features. The pop-up demonstration will include the use of tactical materials (cone, pavement tape, etc.) to showcase potential design features to be included in the final project.

4. Stakeholder & Focus Group Meetings (during Frenchtown Design Week) – CMT will host up to 4 focus group meetings centered around key themes or needs of the project. Focus group topics and attendees will be finalized with the core team and included in the public engagement plan. These meetings will take place during one day of Frenchtown Design Week and CMT is responsible for securing the meeting location, sending invites, monitoring responses, and compiling notes from the meeting.

5. Concept & Visioning Workshop (during Frenchtown Design Week) – CMT will host 1 visioning workshop (2.5-hour duration) to solicit input from the public prior to preliminary plans. The workshop will be an open house format with exhibit boards for feedback and the opportunity to talk to project staff. CMT is responsible for securing the meeting location, sending invites, monitoring responses, and compiling notes from the meeting.

6. Preliminary Plans Open House - CMT will host one preliminary plan open house (2.5-hour duration) to share preliminary plans with the public and allow the opportunity to meet with the project team. CMT is responsible for securing the meeting location, sending invites, monitoring responses, and compiling notes from the meeting.

TASK 8 CMT ENVIRONMENTAL WORK

This scope of services assumes the coordination of a Programmatic Categorical Exclusion following the National Environmental Policy Act of 1969 (NEPA) using MoDOT's Request for Environmental Review (RER). We assume less than 5 acres of right of way will be necessary and no other thresholds will be exceeded requiring a higher-level environmental clearance. Should it be determined that a higher level of documentation is required for NEPA clearance, a supplemental scope and cost will be prepared/negotiated. All work shall conform to Federal Highway Administration (FHWA) Regulation 23 CFR 771, procedures outlined in the FHWA Technical Advisory T6640.8A, or any more current FHWA regulations and guidance, and MoDOT policies, protocols, and procedures.

CMT's consultant team will conduct secondary source evaluations for water resources, endangered species, floodplains, hazardous materials, social and economic impacts. No wetlands are expected to be present and no field studies for wetlands are proposed.

Section 4(f) and Section 6(f) impacts will be evaluated. No full Section 4(f) or Section 6(f) coordination and analysis is anticipated or included.

Identification of Federal and/or State listed threatened and endangered species and designated areas of critical habitat for those species within the project area based on information provided by the Missouri Department of Conservation and the U.S. Fish and Wildlife Service. A field

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evaluation of potential suitable habitat will occur if necessary. Findings will be documented in a technical memo and provided to MoDOT for coordination as needed.

A review of potential hazardous material sites using Missouri E-Start will be completed. If any Phase I Environmental Site Assessments (ESA) or Phase II ESAs are needed, they will be completed by SCI. SCI will also conduct the cultural resource studies for the project.

CMT-led scope items:

1. Request for Environmental Review (RER) – Concept thru Final
2. Cultural Resources Coordination
3. HazMat Assessment and Coordination of any ESAs
4. Threatened and Endangered Species Evaluation
5. Meetings and Coordination with MoDOT

Note, since federal funding has not been secured for this project, it is anticipated that the MoDOT RER process may be able to be modified to receive the necessary environmental approvals. For the sake of this contract, it is estimated however that MoDOT will be involved.

TASK 9 CMT UTILITY COORDINATION

1. Conduct records research of existing utility in both project limits (public and private) including utility contacts for each company.
2. Work with SUE Provider to develop scope/services. Coordinate all SUE work with SUE Provider in field and review SUE level B deliverable and show on plan sheets.
3. Coordinate One Call locates in field with surveyor and work with surveyor to topo utility markings for Main Street and the side streets defined in the Project Charter.
4. Confirm utility topo is shown completely and accurately on design plans including correct line styles and utility notations, including sending to each utility to confirm facilities are shown completely.
5. Develop pothole plans and coordinate with SUE Provider. Coordinate with Surveyor to pick up pothole location depths.
6. Develop a duct bank plan with Ameren- work with Ameren to develop a "one line" drawing and determine where above ground equipment will be generally located.
7. Convert Ameren's relocation plans to be placed on design plans and determine bid items for contract.
8. Do all investigative work for impacted secondary services. Obtain property owner information and power needs. After Ameren OH to UG design is roughed out, work with communication providers to develop a relocation plan. Discuss with property owners method to get the secondary work redone for OH to UG meter socket (City's contractor or their own electrical contractor) work with R/W department for coordination for easements and possible electric that property owner's electrical contractor will perform.
9. Utility coordination meetings with utilities & prepare minutes.
10. Send plans to utilities to develop relocation plans for conflicts with design plans.

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11. Show the existing utility facilities and plan of adjustments for proposed utilities facilities in the contract plans (plans sheets, cross sections, culvert sections).
12. Determine which non-electric utility impacts are reimbursable to the CITY that are going from OH to UG.
13. After reimbursable utility impacts are determined, obtain cost estimates and plan of adjustments for reimbursable utilities with each utility. Provide cost/plan of adjustment to City to prepare agreements.
14. Prepare special utility sheets as necessary (including utility profile and exhibits).
15. Maintain utility coordination log report.
16. Prepare and include Utility Job Special Provisions in contract.
17. Prepare and submit Utility Status Letter.
18. Coordinate early utility relocations that occur before the road contractor's NTP.
19. Attend preconstruction meeting to discuss status of all utility relocation work.

TASK 10 CMT WATER AND SEWER

Plans and specifications detailing the relocation of the existing water and sewer facilities along the Main Street Extension will be prepared by CMT. The extent of relocation will be determined as the design develops. Tasks include:

1. Initial site visit
2. Reviewing existing information
3. Preliminary design of relocation, including plans, specifications, and cost estimate
4. Final design of relocation, including plans, specifications, and cost estimate
5. Permitting with Missouri Department of Natural Resources
6. Coordination with Roadway Design

TASK 11 CMT BIDDING & CONSTRUCTION

1. Attend prebid and preconstruction conferences
2. Answer questions during bidding phase
3. Answer questions during construction phase
4. Shop drawing approvals

TASK 12 EDSI

12.1 DATA COLLECTION & REVIEW

- Obtain and review record plans / as-built drawings provided by the City
- Obtain and review County GIS data
- Obtain and review property record documents from St Charles County
- Obtain and incorporate available City of St Charles sanitary and storm sewer information.

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12.2 PROJECT CONTROL (BY EDSI)

- 3-point ties will be prepared for the control and included in the construction plans
- The horizontal datum for this project will be a Modified State Plane Coordinate System 1983, as determined by using Real Time Kinematic (RTK) survey methods.
- The vertical datum for this project will be the NAVD88 Datum. Elevations will be established with the use of redundant GPS observations only.

12.3 UTILITY SURVEY (BY EDSI)

- Submit utility locate requests through the Missouri One Call system.
- Facilities maps will be obtained.
- Survey locations of marked lines and surface utility features will be surveyed.
- Review existing utility maps and incorporate record facility data with surveyed locations.

12.4 TOPOGRAPHIC SURVEYS (BY EDSI)

CONSULTANT shall obtain topographic survey information required for the preparation of the Conceptual Report and Preliminary Plans including:

- Complete topographic surveys along Main Street from Clark St to Montgomery St. Approximately 2200 lf with a corridor width that varies – with the footprint generally ending at existing building lines.
- Topographic surveys needed could consist of all pertinent topographic features needed coverage area including, but not limited to:
    a. existing drainage and sanitary structures (pipes, types, flowlines, sizes)
    b. all identifiable utility locations and equipment
    c. individual trees over 3 inches in diameter
    d. pertinent building features
    e. pertinent parking lot features
    f. driveway joints, pavement types and profiles
    g. existing signal equipment surveys
    h. drainage swales
    i. drainage / sanitary structure identification
    j. sign posts, size, identification and photo log
    k. pavement marking
    l. lighting
- As-needed pick-up surveys up to 2 days.
- Generate ORD compatible surface.

12.5 RIGHT OF WAY SURVEYS (BY EDSI)

CONSULTANT shall perform right-of-way surveys necessary for the preparation of the Conceptual Report and Preliminary Plans including:

- Build research list for corridor.
- Draw record information and as-built data.

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- Locate existing monumentation throughout the corridor.
- Establish existing right of way, property lines and pertinent section lines for the entire project limits.
- Clearly identify linework in drawing with text (i.e. property lines (PL), section lines, quarter-quarter section lines, existing right-of-way, existing easements, etc.
- Research approximately 2 parcels. Each of these properties within the project limits shall include property owner name, assessor's map number, last deed book and page, and existing size of parcel in square feet.
- All property lines shall have a bearing (to the nearest second) and a length (to the nearest hundredth of a foot) shown and the parcel closed within acceptable tolerances governed by the State of Missouri.
- Incorporate all easements and identified information from the last deed of records into the existing right-of-way drawing.
- Identify at the earliest opportunity the title reports that should be ordered. This will be coordinated during the preliminary design phase of the project.
- Order title reports for 2 parcels. Review and incorporate easements from title reports.
- Establish land corner ties.
- Prepare up to 2 easement acquisition documents.

EXCLUSIONS TO TASK 12 SCOPE OF SERVICES INCLUDE:

1. Subsurface utility locations
2. Right-of-way plans
3. As-Built surveys
4. Location surveys

TASK 13 SCI ENGINEERING

See SCI's scope of services

TASK 14 SWT DESIGN

SWT Design will provide planning, urban design and landscape architecture services focused on the public realm and overall corridor aesthetics. We will support CMT and other teaming consultants with all planning and facilitation of public engagement. Throughout the duration of the project, we will assist CMT in the definition, refinement and measuring of potential performance benefits and project outcomes.

14.1 Project Start Up:

- Finalize scope of work, project limits, program, schedule and deliverables. Confirm goals and desired outcomes (performance metrics) of the project. Confirm construction budget.
- Meetings:

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- One (1) Kick-Off Meeting with the Client and Project Steering Committee to confirm project goals, schedule and deliverables.
- One (1) Site Walk with project Team

14.2 Public Outreach:

- Support the development of a Public Involvement Plan to outline the communication strategies, tasks and engagement schedule with City of St. Charles, Great Rivers Greenway for the project. Include a list of community events, matrix of stakeholders, and identified communication tools (and associated expenses) for outreach.
- Work with project team and client group to develop a contact list of key stakeholders and community members crucial to the Public Involvement Plan.
- Establish project working committees (Technical Advisory Committee, Community Advisory Committee, and Project Steering/Stakeholder Committee), etc.
- Plan, attend, and assist in facilitation of community engagement activities (general public, large groups, focus groups, one-on-one, presentations to community organizations, pop-up/tactical urbanism). Scope includes up to three (3) steering committee meetings and two (2) community outreach events.
- Develop narrative and graphics to support project website (website created and managed by others)
- Meetings:
  - Two (2) Stakeholder meetings with local municipalities
  - Two (2) Community outreach events

14.3 Preliminary Design

Corridor Survey & Data Collection:

- Assist in determining the limits of the survey and level of detail (existing trees, stormwater infrastructure, etc.)
- Review of street corridor topography and utility survey provided by others
- Review of provided electronic survey drawing for completeness.
- Review Parking Study developed by others.
- Review of 2020 Great Streetscape documents.

Preliminary Landscape Design:

- Participate in internal design team planning workshops to discuss preliminary concepts, possible cross-sections, differentiate segments, impacts of long-term transit planning, current City Street Department standards, and preliminary stormwater volume calculations, environmental infrastructure, pedestrian, bicycle and greenway connections, public transit, etc.
- Develop preliminary engineering/schematic design details for the corridor. SWT will provide significant support to ensure consistent character, materials, brand/identity, planting design, art and amenities, overall maintenance and operations, and community linkages are considered. SWT will lead the design of the following, but not limited to:
  - Trail Design Support
  - Bus / Trolley station study
  - Gateways and Wayfinding key placement assistance
  - Public Art
  - Site Furnishings

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  - Lighting concepts (fixture selection)
  - Planting Design
  - Hardscape Materials
  - Stormwater Management and Open Space Strategies
- SWT will assist the design team with evaluating schematic design solutions based on project-identified performance metrics.
- SWT will produce preliminary plans, specifications.
- SWT will assist CMT to develop magnitude-of-cost-opinion as itemized above.
- SWT will develop graphic support (High Resolution Renderings) to communicate project research, analysis/findings, and design details to the Client, Stakeholders and Community. Scope includes up to two (2) perspective renderings.
- SWT will assist CMT in the development of all public communications (message and graphics).
- Incorporate the Client's review and approval processes into the overall project and communications schedule.
- Meetings:
  - One (1) Planning workshops

14.4 Final Design and Technical Support:

- SWT will prepare final landscape design documentation.
- SWT will provide technical support in the selection of specific construction materials, fixtures, colors, finishes, etc.
- SWT will provide design details / typical sections and provide cost opinions for specialty hardscape materials and all vegetated areas.
- SWT will support the civil engineers in the design of environmental infrastructure and stormwater management best practices.
- SWT will provide final landscape plans and documentation for Client submittal.
- SWT to revise landscape plans per response comments one time.
- SWT will provide final design plans and documents for MoDot submittal,
- SWT to revise landscape plans per MoDot responses one time.
- SWT will provide final design plans and documents and specifications and assist in updating project cost opinions.
- SWT will review consultant team utility drawings and assist with coordinating lighting layout with other project elements.
- SWT to update the graphic rendering to reflect final plans.
- SWT will assist the project team and client during the bidding process.

Work Not Included for Task 14:

- Multiple landscape drawing / documents updates from agencies beyond initial comments
- Construction Administration
- Community Surveys
- Engineering services
- Public meetings other than those included in scope
- Graphics/Renderings other than those included in scope
- City Council meetings/presentations
- Soils/Geotechnical investigation

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- Architecture/Structural engineering
- Topographic / Boundary Survey & Utility Investigation
- Photometric Study
- As-Built Documentation
- Participation / Presentation at Zoning, Commission, Board or Committee Meetings

TASK 15 TREKK DESIGN GROUP

See TREKK's scope of services

OTHER ITEMS OF NOTE

TO BE COMPLETED OR FURNISHED BY THE CITY (Not all-inclusive)

A. As-built electronic files (as available)
B. Previous project information
C. GIS information
D. Developer plans
E. Stakeholder lists, Assistance with Property Owner contact information
F. Agency review lists
G. Traffic and parking studies
H. Public Open House venue
I. Right of Way Appraisals, Acquisition, Negotiation
J. Front end documents for Project Specifications Book
K. Timely plan review comments and approvals

NOT INCLUDED IN THIS CONTRACT (Not all-inclusive)

A. Any re-work associated with designs, permitting and general tasks associated with converting the project to a federally funded project.
B. Aerial photography
C. Pavement repair identification (mill and overlay only is assumed)
D. Noise studies
E. Pavement design due to poor soils
F. Traffic engineering, signal and ITS design
G. Parking study
H. Public hearing
I. Grant applications
J. Lane additions and subtractions
K. Municipal agreements with cities and counties
L. Photometrics
M. Water main design
N. Sanitary sewer design
O. Bus shelter design
P. Building design and architecture
Q. Bridge design
R. New cast-in-place retaining wall design
S. New small block retaining wall design
T. Special structures

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U. Procurement of last deed of records
V. Construction phase services (Inspection and material testing)
W. Utility coordination during construction
X. Right of Way appraisal, acquisition and relocation services.
Y. Alta Surveys
Z. Errors or omissions in any ongoing development and site designs along Main Street.

In addition, refer to each task in Attachment A for certain exclusions not stated here.

CLARIFICATIONS AND ASSUMPTIONS (not all-inclusive)

For the purposes of establishing an overall project fee estimate, the following assumptions and clarifications have been made:

A. The contract schedule shown in the Project Charter depends on the collective team of agencies, stakeholders and reviewers working together with Crawford, Murphy & Tilly.
B. It is assumed that the City will have access rights to allow site surveys, geotechnical investigations, environmental assessments, and other due diligence services in a timely manner such that these authorizations will not impede the project schedule.
C. It is assumed that items to be furnished by the City will be submitted in a timely manner throughout the duration of the project.
D. CMT will review work by others, including currently active developments and site designs. However, CMT assumes no responsibility for verification of the accuracy or completeness of work furnished to CMT by the City or the City's consultant(s), and furthermore assumes no liability for errors or omissions of work by others.
E. It is assumed that the City will pay for all permit application fees.
F. It is assumed there is no soil or groundwater contamination within the project limits that requires CMT to mitigate.

END OF DOCUMENT

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Engineering Department
Project Charter

Project Name: Frenchtown Great Streets: N. 2nd St Improvements & Main St. Extension

Project Number: 23ENGST2 & 23ENGST3

Account Number: 412-502-502-873-XXX, 410, 420

Prepared By

Document Owner(s)	Project/Organization Role
Jonathan Silver	PM

Project Charter/PMP Version Control

Version	Date	Author	Change Description
Charter V1	3/7/23	Jonathan Silver	• Charter creation
Charter V2	7/7/23	Jonathan Silver	• Added conceptual plans and review to the schedule • Added to Issue List

Online Project Plan

Status	Date	Author	Details
Planning	3/7/23	Jonathan Silver	• Project setup on PM.com

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1 PROJECT CHARTER/PMP PURPOSE

The project charter defines the vision, goals, scope, objectives, constraints, and overall approach for the work to be completed as part of this project. It is a critical element for initiating, planning, executing, controlling, and assessing the project. In addition, it serves as an agreement between the Project Team stating what will be delivered according to the budget, time constraints, risks, resources, and standards agreed upon for the project.

2 PROJECT PURPOSE AND OVERVIEW

In 2020. East-West Gateway completed the Frenchtown Great Streets plan that provided a comprehensive implementation guide for future improvements. This project consists of implementing two of the improvements. The first being the North Second Street Improvements and the second being the Main Street Extension.

The first project, North Second Street Improvements (Clark St to Bayard St.), will include a mill and fill of the pavement, permeable paver parking lanes, curb bulb outs, and ADA sidewalk with brick trim. The project will also include new street and pedestrian lighting, rain gardens at bulb outs, and new bus/trolley shelter, benches, trash receptacles, and bike racks. An extension of the Boschert Greenway Trail will be constructed to connect to the Katy Trail.

The second project, Main Street Extension, will in include new pavement, curb and gutter, ADA sidewalks, storm sewers, lighting, and on-street parking through the ACF property. The project will also extend three cross streets from Second St in order to reestablish the grid network and improve traffic flow.

3 PROJECT TEAM

Project Team Role	Project Team Member(s)	Contact Information
Project Manager	Jonathan Silver	636-949-3241 jonathan.silver@stcharlescitymo.gov
Director of Engineering	Daniel Mann	636-949.3237 daniel.mann@stcharlescitymo.gov
Assistant City Engineer, Design	Jim Gilliam	636-949-3243 James.gilliam@stcharlescitymo.gov
Assistant City Engineer, Construction	Jim Gremaud	636-949-3240 james.gremaud@stcharlescitymo.gov
Right-of-Way Specialist	Christine Douglas	636-949-3245 christine.douglas@stcharlescitymo.gov
Director of Public Works	Nick Galla	636-255-6135 nicholas.galla@stcharlescitymo.gov
Public Works Superintendent	Daryl Hampel	636-949-3363 daryl.hampel@stcharlescitymo.gov

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Utilities Superintendent	John Phillips	636-255-6121 john.phillips@stcharlescitymo.gov
Sewer Maintenance Supervisor	Erin Ruppert	636-949-3235 erin.ruppert@stcharlescitymo.gov
City Construction Inspector	TBD	TBD
Design Consultant	TBD	TBD
St. Charles County	Amanda Brauer	636-949-7490
MoDOT	TBD	TBD

3.1 [PMP – Organizational Chart]

Attach Org. Chart Exhibit

3.2 [PMP – Communications Plan]

Add document online

4 PROJECT SCOPE STATEMENT

4.1 Goals and Objectives

Main Street Extension

Goals	Objectives
Construct new roadways, Reestablish the grid network.	• Extend Main St. through ACF Property • Extend three cross streets from Second St. (Morgan St., Franklin St., and Lewis St.) • Add curb and gutter • Add on-street parking and medians • Add storm sewers and inlets
Improve pedestrian facilities	• Add 5’ sidewalks to both sides • Add 2’ wide paver/green space buffer • Add ADA compliant crosswalks and ramps
Lighting, Landscaping	• New street and pedestrian lighting • New benches, trash receptacles, and bike racks • Add landscaping throughout
Frenchtown Great Streets Plan	• Incorporate features from the 2020 Great Streets plan into the project.

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N. Second Street Improvements

Goals	Objectives
Mill & Overlay roadway, reconstruct curbs, permeable paver parking lanes	• Provide a 2" mill & overlay • Replace curb • Relocate curb/grate inlets to accommodate bulb-outs • Construct permeable paver parking lanes on both sides
Improve pedestrian facilities	• New 6'-10' wide ADA sidewalks on both sides • 10' shared use path to connect Boschert Trail to the Katy Trail. • Add shared lane bicycle markings • Add ADA curb ramps, crosswalks • Add bus/trolley station near Frenchtown Park
Lighting, Landscaping and other utilities	• Add new street and pedestrian lighting • Construct rain gardens and plantings to be incorporated into bulb outs and other areas where curbs are extended • Underground Ameren, Everstream, and Spectrum lines • New benches, trash receptacles, and bike racks.
Frenchtown Great Streets Plan	• Incorporate features from the 2020 Great Streets plan into the project.

4.2 Statements of Work (SOW)

[Design Consultant work shall include Utility Coordination and Approvals with Private Companies and City Water & Sewer Divisions]

SOW	Owner/Prime	Due Date/Sequence
Consultant Solicitation	City	5/24/23
Select Consultant	City	7/21/23
Consultant Contract Review	MoDOT	8/15/23
Design Notice To Proceed	Design	9/15/23
Field Survey and Submittal	Consultant	12/31/23
Utility Coordination Meeting 1	Consultant	12/20/23
Environmental & Permitting	Consultant	4/24/24
Cultural Survey	Consultant	4/24/24
Conceptual Plan	Consultant	1/15/24
Conceptual Review	City	1/30/24
Preliminary Plan	Consultant	4/15/24
Preliminary Plan Approval	City/MoDOT/County	5/15/24

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Prelim. Utility Relocation Plan	Consultant	5/25/24
Right of Way Plan	Consultant	7/1/24
Right of Way Plan Approval	City/MoDOT	8/1/24
Right of Way Acquisition	City	3/10/25
Pre-Final PS&E Submittal	Consultant	7/15/25
Pre-Final PS&E Approval	City	8/4/25
Final PS&E	Consultant	9/15/25
Final PS&E Approval	City/MoDOT/County	9/22/25
Bid	City	12/16/25
Construction	City	1/1/26
Final Close Out	City	1/13/27

4.3 Milestones and Deliverables

Milestone	Deliverable
1. STP Agreement	• Executed STP Agreement
2. Consultant Contract	• Executed Contract • Updated Project Charter • Design Standards
3. Survey	• Utility Investigation and Locates • Title Reports • ROW
4. Conceptual Plan	• Conceptual Plans and Alternatives Analysis
5. Preliminary PS&E Submittal	• Preliminary Plans (with Landscape Plans) • Utility Log
6. Preliminary Approval	• MoDOT and City Preliminary Plan Approval
7. Utility Relocation Plan	• Utility Relocation Plan Approval
8. Right of Way Plan Submittal	• Right of Way Plans • Sealed Right of Way and Parcel (R/W, permanent and temporary easements) legal descriptions and exhibits. • A Date Request
9. Right of Way Acquisition	• Right of Way Clearance
10. Environmental & Permitting	• RER – Section 106, 404/401, Endangered Species, land disturbance, floodplain permit, and cultural survey submitted and approved
11. Final PS&E Submittal	• Final PS&E • Updated Utility Log
12. Final PS&E Approval	• MoDOT and City Approval of Final PS&E
13. Utility Clearance	• [Utility Agreements, No Conflict Letters, Utility Relocation Plans, Costs and Schedule, Approvals from City Water & Sewer Divisions]

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14. Bid	• Sealed Bids from Contractors
15. Begin Construction	• Executed Construction Contracts
16. Final Acceptance	• Lien Waivers, Final Invoice
17. Final Project Approval	• Final Reimbursement Check

4.4 Out of Scope

None

4.5 Project Funding

Source	FY 2023	FY 2024	FY2026	Confidence Level
City	$ 324,000	$ 1,812,000	$ 204,000	High
Federal TAP – 2nd	$ 480,000	$ 240,000	$ 4,080,000	High
CRB – N 2nd	$ 96,000	$ 48,000	$ 816,000	High
CRB – Main St	$ 300,000			High

Fiscal Year = Federal

The City is currently waiting to hear the results from the 2023 Federal STP and CRB applications. The City anticipates receiving another $6.4 million in funding for the construction of the Main Street Extension.

4.6 [PMP – Work Breakdown Structure]

Specified online.
Attach Executed Contracts

4.7 [PMP – Time Management Plan]

Managed online. Schedule shall be updated as frequently as weekly.

4.8 [PMP – Cost Management Plan]

Cost estimates shall be stored online and provided at completion of the following tasks:

- Concept Plan
- Preliminary Plan
- Utility Relocation Plan
- Right of Way Plan
- Final PS&E

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4.9 [PMP – Change Management Plan]

Managed online.

5 PROJECT CONDITIONS

If an online project plan has already been created, issues and risks can be entered online with a printed summary attached to the project charter/PMP.

5.1 Issues List

#	Description	Impact*	Priority*	Owner	Proposed Resolution
1	Review impact of rain gardens & pervious pavers with adjacent buildings & basements	Medium	Medium	City/Consultant	Verify no issues with BMP and leaking into basements of adjacent buildings
2	Verify location of adjacent buildings basements in relation to sidewalk	Medium	Medium	City Consultant	Account for any basements that may be under the existing sidewalks. ACF property is an example of this
3	Grade differences in ACF Property	High	High	City/Consultant	

5.2 Risk Register

#	Description	Impact*	Likelihood*	Owner	Proposed Mitigation
1	Right of Way and easements	High	High	City/Consultant	Work to minimize costs by explaining the project benefit to the surrounding properties.
2	Utility Relocations	High	High	City/Consultant /Utility Companies	Have accurate costs for relocations and utility companies on board

***Risk and Issue Criteria:**

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Description	Impact	Priority	Likelihood
High	occurrence will have a substantial impact on the progress or result of the project	requires immediate follow-up and resolution	very likely to occur
Medium	occurrence will have an impact on the progress or result of the project, but within reasonable tolerances	requires follow-up before completion of next project milestone	may occur
Low	occurrence will have only minor impacts on the progress or result of the project	requires resolution prior to project completion	probably will not occur

5.3 Stakeholder Input Summary

Name	Organization	Role	Interests
City Council Members	City	Represent the citizens of the City	Completing a project on schedule, within budget, and meets the needs of the community
Historic Frenchtown Association	Community	Represents the Frenchtown District	To build and sustain community through supporting neighbors and promoting local businesses.
Property Owners	Owners of property adjacent to project	ROW and easements will need to be acquired from these stakeholders	• Receiving fair compensation for any ROW or easement needed on their property. • Appearance of project / property at completion. • Maintaining access to their property.
MoDOT	MoDOT	Represents citizens of the state	• Utilization of Federal Funds • Project completed to Federal standards

5.4 [PMP – Issue and Risk Management Plan]

Managed online

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6 PROJECT STANDARDS

6.1 Standards

- City of St. Charles (Design codes and plan checklist)
- St. Louis County Highways and Traffic
    i. Standard Drawings
    ii. Design Criteria Manual
    iii. Standard Specifications for Highway Construction
- Americans with Disabilities Act Accessibility Guidelines
- Manual of Uniform Traffic Control Devices (MUTCD)
- Missouri Department of Transportation (MoDOT)
    i. MoDOT LPA Manual

6.2 Permits/Outside Approvals

- DNR Land Disturbance Permit
- City of St. Charles Floodplain Permit
- MoDOT LPA Approval
- St. Charles County Approval

6.3 Utility Coordination

- **Utility Coordination Log** – Design Consultant to contact and coordinate with private utility companies and City Water & Sewer Divisions throughout design and document all communication and meetings on the City Standard Utility Coordination Log
- **Contact Information** – provided by City, verified by Design Consultant
- **Survey Location Verification** – Design Consultant to verify surveyed utility locations with private utility companies records and City records including GIS data and As-built plans, resolve any discrepancies and submit revised Survey Plans to City
- **Preliminary Plan of Adjustment** – Design Consultant to identify utility conflicts during preliminary design and develop possible resolutions with private utility companies and City Water & Sewer Divisions, identify right of way and utility easement requirements
- **Relocation Plan and Approval** – Obtain relocation plans from private utility companies, show utility relocations by others on the plans, and design City water and sewer relocations with City Water & Sewer Divisions approval
- **Utility Agreements** – the City will reimburse private utility companies for relocating utilities within easements or undergrounding of existing aerial utilities, Design Consultant shall coordinate with City and private utility companies to obtain Utility Agreements with exhibits for relocations plans, estimate of City costs, schedule for relocation work, and acquired utility easements. Utility Agreements require 2 City Council meetings for approval. If no City costs are expected, then Design Consultant shall obtain a No Utility Conflicts Letter or a Memorandum of Understanding Letter from private utility companies.
- **Job Special Provision for Existing Utilities** – Design Consultant to provide a specification for Existing Utilities with utility contact information, known utility conflicts, detailed description of relocation plan, and pothole information or instructions for Contractor

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- **Utility Clearance –** Design Consultant to package and submit completed utility coordination log, utility agreements with relocation plans and cost estimates, no conflict letters, recorded utility easements for City Approval of Utility Clearance prior to Advertisement of Bid

6.4 Notes

- Consultant will submit a set of plans and bid documents for each project.
- Consultant hours should be tracked and submitted by project

7 APPROVALS

Prepared by _____
Project Manager

Approved by _____
Consultant

_____
Assistant City Engineer

_____
Director of Engineering

_____
[Other/Stakeholder]

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8 APPENDICES

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8.2 Project Organization Chart

8.3 Project Communications Plan

8.4 Default Project Reports

8.4.1 Status Report

(Generated Online)

8.4.2 Milestone Report

8.4.3 Cost Report

8.5 Executed Consultant Contract(s)

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SCI ENGINEERING, INC.
EARTH • SCIENCE • SOLUTIONS
GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

August 17, 2023

R. Jay Rakers, P.E.
Crawford, Murphy & Tilly
One Memorial Drive, Suite 500
St. Louis, Missouri 63102

RE: Consulting Services Proposal
Frenchtown Great Streets –Main St. Extension
St. Charles, Missouri
SCI No: 2023-0838.10, .20, .40, .G0

Dear Jay Rakers:

SCI Engineering, Inc. (SCI) is pleased to provide this Consulting Services Work Proposal for the referenced project.

PROJECT DESCRIPTION

A right of way improvement project is proposed in the City of St. Charles, Missouri as part of the Frenchtown Great Streets Plan.

The Main Street Extension Project will include new pavement, curb and gutter, ADA sidewalks, storm sewers, lighting, and on-street parking through the American Car Foundry (ACF) property. The project will also extend three cross streets from Second Street in order to reestablish the grid network and improve traffic flow.

SCOPE OF SERVICES

Geotechnical Services

The purpose of our geotechnical services will be to explore the subsurface conditions and provide a Roadway Geotechnical Report for the proposed improvements.

Field Exploration

SCI will explore the subsurface conditions by drilling soil test borings, as summarized in Table 1. We assume the borings will be split between the existing roadways and proposed stormwater management facilities. We assume retaining walls less than 5 feet in height will be required at the stormwater management facilities.

A geologist or staff engineer will log borings, direct sampling, and provide on-site coordination during drilling. We will provide traffic control via subcontract with Tramar, a DBE traffic control firm, for lane closures as necessary. We estimate two days of traffic control will be necessary for each project area (four

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days total). We will locate the borings in the field using a handheld global positioning system (GPS). However, we respectfully request that the project surveyor locate the boring locations and provide ground surface elevations and stationing at each boring location following drilling.

Table 1 – Proposed Exploration Summary

Project Area	No. of Borings	No. of Infiltration Test
Main Street Extension	6	3

The pavement will be cored at each location, and the borings will be drilled to a depth of 15 feet unless auger refusal terminates drilling at a shallower depth.

The soil test borings will be alternately sampled with Standard Penetration tests (SPTs) at 2.5-foot intervals in the upper 10 feet, and then every 5 feet, thereafter. Relatively undisturbed Shelby tube samples will be obtained in select locations in lieu of SPTs. Bulk samples of the shallow subgrade soils will be obtained from auger cuttings. The boreholes will be backfilled with the auger cutting and supplemented with sand or gravel following completion of drilling, with the exception of those boreholes used for infiltration testing.

Infiltration testing will be performed at select locations in accordance with the Maryland Stormwater Manual to aid in the design of stormwater management facilities.

Laboratory Testing

Upon completion of the field exploration, the samples will be transported to our laboratory for classification and characterization. We will measure the moisture content of each cohesive sample. Hand penetrometer values, which provide an indication of strength, will be obtained for each apparently intact cohesive sample. Atterberg limits tests will be performed on selected samples to aid in classification and assess the volume change characteristics of the subgrade soils. Natural density tests, and/or unconfined compression tests to provide additional strength information, will be performed on selected Shelby tube samples. Up to two Proctor moisture density curves and California Bearing Ratio tests will be performed on the bulk samples collected.

Analysis and Report

We will summarize our findings and recommendations in a Roadway Geotechnical Report and will address each of the following:

- Existing pavement composition, subgrade conditions, and recommended pavement sections for both asphalt and concrete.
- Soil, bedrock, and groundwater conditions and their effect on the proposed construction.
- Identification of possible areas where deleterious materials may be encountered, including soft, high moisture content, vibration sensitive soils, their effect on construction, and methods of remedial treatment.
- Identification of classes of excavation.
- Identification of areas where support may be required to protect adjacent structures.

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- Evaluation of on-site material for use as backfill.
- Placement and bedding of sewer pipe.
- Allowable bearing pressures for sewer structures and lighting.
- Lateral earth pressures for minor retaining walls.

Geophysical Services

Geophysical services are proposed to evaluate pavement thicknesses in the project area.

Ground Penetrating Radar Survey

We propose to conduct a ground penetrating radar (GPR) survey to evaluate pavement thicknesses along Main Street (approximately between Clark Street and Montgomery Street) and three cross streets from Second Street. We propose the following activities:

- Review available information on pavement within the project areas.
- Coordinate with the City of St. Charles and obtain the necessary permits for road/lane closure and provide traffic control (to be provided by TraMar).
- Mobilize a geophysics crew, a GPR system and support equipment to the site.
- Acquire GPR data along two subparallel traverses along the street segment within the project area (total approximately 1 linear mile). Refer to Table 2 for estimated survey time.
- Process and interpret the acquired data and generate a table with mapped pavement thicknesses at locations spaced approximately at 50-foot intervals along the survey traverses and their coordinates. Alternatively, GPR data can be acquired at select locations and pavement thicknesses can be mapped at shorter intervals (e.g., 5 or 10-foot spacings).
- Provide a summary report including a description of the field survey efforts and survey results for the project area.

Table 2 – Estimated Geophysical Survey Fieldwork

Project Area	GPR (days*)
Main Street Extension	2

*Assuming 8-hour days (portal-to-portal)

Hazardous Materials Screening

The Hazardous Materials Screening will consist of a Phase I Environmental Site Assessment. The purpose of our Phase I will be to identify Recognized Environmental Conditions (RECs) using appropriate inquiry into the previous ownership and uses of the subject property consistent with good commercial or customary practice as defined in CERCLA (*Comprehensive Environmental Response, Compensation, and Liability*

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Act; 1980, 42 USC 9601 (35) (B)). As such, the Phase I is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations for CERCLA liability.

The procedures outlined in the American Society for Testing and Materials (ASTM) International Standard E 1527-21 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Practice) will be used to conduct the proposed Phase I. If activities outlined herein do not reflect your objectives, a modification of the proposed scope can be considered. Our services are specifically not intended to address the potential presence of asbestos, lead-based paint, mold, and other items identified as "common non-scope considerations" by ASTM E 1527-21. These services can be performed for an additional fee as detailed later herein.

Phase I activities will consist of reviewing readily available site history information and assessing the physical condition of the property at the time of the reconnaissance for evidence of possible use, storage, spillage, or dumping of hazardous, toxic or petroleum substances or materials. These activities, as outlined below, are intended to fulfill the requirements of ASTM E 1527-21.

- **Reconnaissance:** A reconnaissance for physical evidence indicating possible use, storage, spillage, or dumping of hazardous, toxic, or petroleum substances on the subject property and, when possible, on contiguous sites. Stressed vegetation, suspect excavation, surface expressions of underground storage tanks (USTs) and transformers will be noted.

- **Historical Subject Property Use:** A review of Sanborn or other fire insurance maps, aerial photographs, city directories, and topographic maps, as readily available, at various intervals for potential documentation of major developments or changes in the usage of the subject property and adjoining sites since initial development or back to 1940, whichever is earlier.

- **Earth Systems:** A notation of the soil, watershed, topography, geology, and groundwater systems at the site, based on visual observation and literature review.

- **Interviews:** Interviews of on-site and neighboring residents/landowners/building occupants/report user (client) when necessary, for recollections of past ownership or activities suggesting the presence of hazardous, toxic, or petroleum substances. Interviews of local fire department officials and previous owner/occupants, when possible, will also be performed.

- **Ownership History:** A review of the Chain-of-Title/Conveyance Report extending to 1940, if provided, for evidence of past ownership suggesting the presence or use of hazardous, toxic, or petroleum substances. SCI assumes the client will provide the chain-of-title/conveyance report.

- **Review of Land Title Records:** In order to comply with the requirements of ASTM E1527-21, the user is required to review land title records for evidence of environmental liens or activity and use limitations (AULs) and provide this information to SCI's Environmental Professional. Land title records include transaction-related title insurance documentation such as preliminary title reports and title commitments, as well as title search information reports such as condition of title, title abstractions, and AUL/Environmental Lien Reports. SCI's report will include a discussion of the user-reviewed land title record information.

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- **Federal Records:** Federal records review will include the National Priorities List (NPL); Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS); Resource Conservation and Recovery Act Notification system (RCRIS); and Emergency Response Notification System (ERNS), when available.

- **State and Tribal Records:** A review of NPL/CERCLIS equivalent lists, Hazardous Waste Sites lists, Underground Storage Tanks Registration list, Leaking Underground Storage Tank list, Landfill and/or Solid Waste Facility (SWF) databases, Institutional/Engineering Control registries, Voluntary Cleanup sites and Brownfield sites.

- **File Review:** If the subject property or adjoining properties are identified within the environmental records sources, a regulatory file review may be recommended. If this review is recommended, records such as those maintained by local, state, or federal authorities will be requested. If the materials are readily available (i.e., provided electronically or available for review at an agency or depository local to the SCI office) and provided in a timely manner, a review of the materials will be completed as part of the assessment. Additional fees may apply for review of voluminous prior reports or regulatory file documents and/or reviews which require travel to an area not local to the SCI office. Additionally, payment of fees in excess of $25.00 charged by regulatory agencies for copying services or processing requests will be passed on to the client. If additional fees are necessary, SCI will contact you with an estimated fee for obtaining and reviewing regulatory files prior to incurring the additional costs.

- **Vapor Encroachment Screen:** An initial vapor encroachment screen will be performed to determine if a Vapor Encroachment Condition exists on the subject property. This determination will be based on the potential for vapors to occur in the subsurface within the boundaries of the subject property. The initial vapor encroachment screen will be performed in accordance with the Tier 1 "non-invasive" screening as outlined in ASTM E2600-22 *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*.

- **Report:** A formal report will be prepared which will include a summary of activities completed in accordance with ASTM E 1527-21. As noted above separate reports will be prepared for each project area. The reports will also identify the environmental professional and the person who conducted the subject property reconnaissance and interviews. In addition, the reports shall state whether the user reported to the environmental professional any information pursuant to the user's responsibilities. The findings, opinions, and conclusions in the reports will be supported by documentation. The report will identify known or suspect RECs, controlled RECs, and historic RECs.

Cultural Resource Services

The cultural resource services associated with the project will consist of a Phase One Cultural Resources Survey and Architectural History Survey. These surveys will be conducted independently of each other. It is understood the completion of these requirements will result in the production of separate Phase One Cultural Resources Survey report and Architectural History Survey report for the project area, each under separate cover. A summary of the Cultural Resources scope is provided below.

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Phase One Cultural Resources Survey

The purpose of SCI's Cultural Resource Survey (CRS) will be to identify, to the extent possible, the potential archaeological and historical impacts of the proposed project. This will be accomplished by performing field investigations, laboratory analysis of collected artifacts, reporting, and preparation for curation of artifacts. Details of these activities are presented below.

- SCI will complete a literature review of previous research conducted within or near the project area. This review will document, to the extent possible, known archaeological explorations, sites, and structures in the vicinity of the project area. The review will also document the geomorphological, environmental, and cultural history of the project area as they pertain to the evaluation of cultural resources.

- SCI will conduct all fieldwork according to the professional standards and guidelines set forth within the Secretary of Interior's Standards and Guidelines for Archaeological and Historic Preservation (Federal Register 2004) and will take into account established Missouri State Historic Preservation Office (SHPO) survey guidelines. Field methods will depend upon topography, ground surface visibility, and other factors. Visual inspection is employed in areas with steep slopes, within wetlands or standing water, or where there is evidence of severe erosion, scouring, or non-agricultural ground disturbance. In areas where the ground surface visibility is greater than approximately 25 percent (high visibility), a pedestrian survey will be performed. Pedestrian surveys involve walking transects across the project area at 5-meter intervals examining the surface for evidence of archaeological deposits. In areas where the ground surface visibility is less than about 25 percent (low visibility), a shovel probe survey will be performed. Shovel probe surveys entail the hand-excavation of a small hole to the base of the plowzone and screening of the resultant spoil through ¼-inch hardware cloth. SHPO has mandated that these shovel probes should be no more than 15 meters apart. Shovel probe surveys are therefore more costly as they require additional time and labor. Diagnostic cultural materials greater than 50 years in age will be collected.

- No survey method is completely accurate in locating all cultural resources that may exist within any project area. The survey methods outlined above are generally able to locate materials that are not deeply buried. If it becomes apparent that the proposed project will impact deeply buried Holocene-age soils, additional methods may need to be used to locate potentially buried cultural resources.

- Unmarked human burial sites are very difficult to locate because these usually leave no ground surface indication of their presence. As such, the identification of locations of unmarked human burials is beyond the scope of this survey. If human burials are located by this survey or by any subsequent earth-moving activities within the project area, archaeological removal of these remains, if necessary, would be for an additional fee.

- All materials recovered from the field investigation will be washed, sorted, and prepared for curation. The artifacts will then be analyzed to establish the temporal affiliations of each site, and to interpret the activities conducted at each site by prehistoric or historic people. Recovered artifacts will be deposited at a curational facility approved by the SHPO.

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- It is estimated that it will take a crew of three archaeological technicians two days at each location to complete the field investigations. The reports of those investigations will be completed five to six weeks after the fieldwork.

- Written reports outlining the results of the surveys will be prepared in accordance with state and federal guidelines. SCI can verbally report of the findings of the survey to the client with the client's understanding that final results will be documented in the written report. Two copies of the final report will be submitted to the client.

Architectural History Consulting Services

The purpose of the Architectural History Survey of each project area will be to document extant above-ground resources according to the Missouri Department of Transportation's (MODOT) LPA:136.6 Environmental and Cultural Requirements, Built Environmental Resource Methods Compliance, and Section 106 of the National Historic Preservation Act. This will occur within a logical Area of Potential Effect (APE) and include both a Direct Effect Area in addition to an Indirect Effect Area. The scope of work will identify, document, and define each of the extant above-ground resources and provide an assessment of each relative to their continued eligibility for listing in the National Register of Historic Places (NRHP) in addition to whether the proposed project will have any adverse effects on said resources.

The Architectural History Surveys include an investigation of the existing built environment comprising buildings and structures 45 years of age or older (the report will also include property information for those dating 40 years) located in the project area (generally within a 50-foot buffer) and within 100 feet of any areas of new Right-of-Way or permanent easement. Such resources will be identified, recorded on a site plan, described within the report, and photographically documented.

The Architectural History Surveys will be conducted by a Secretary of the Interior Qualified Architectural Historian. The Architectural History Surveys will also identify previously recorded historic architectural (historic buildings, structures, objects, or districts) and archaeological resources within each project area. Furthermore, the Architectural History Surveys will evaluate the potential eligibility of non-listed buildings in the project area against criteria for entry onto the NRHP (Evaluation of Eligibility) within the adjacent existing historic district. In addition, all architectural resources on the adjacent properties (within the general 50-foot buffer zone and the 100-foot right of way) and in the direct vicinity (Area of Potential Effects) will be reviewed, to assess the potential for adverse effects on the properties from the proposed development works. These surveys will assess the effects of the project, as proposed, on the historic assets and each project area, including the subject corridor of roadway. The assessments will determine "No Historic Properties Affected," "Historic Properties Affected," "No Adverse Effect," "Adverse Effect," or "No Effect."

FEES AND SCHEDULES

We will provide the consulting services for the project, as detailed above, on a Cost-Plus Fixed Fee (CPFF) basis in accordance with the attached *CPFF Estimates*. Summaries of the total hours and fees are shown in Tables 3 and 4.

Table 3 – Estimated Hours Summary

Geotechnical	Geophysics	Cultural Resources	Hazardous Materials	Total Hours
151	95	156	37	**439**

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Table 4 – Estimated Fees Summary

Geotechnical	Geophysics	Cultural Resources	Hazardous Materials	Total Fees
$30,787.81	$16,862.21	$36,196.12	$4,823.40	**$88,669.54**

Separate correspondence will be issued for each of the itemized tasks. Recommendations for further investigations or remediation, if necessary, will be included with the reports. Please contact us if you have specific dates that our reports are needed.

Geotechnical Schedule

We should be able to commence the geotechnical drilling within three weeks of the Notice to Proceed. Drilling and infiltration testing is expected to be complete in four working days. Preliminary findings will be available within three days after drilling is complete. Issuance of the draft Geotechnical Data Report will be within four to five weeks after drilling.

Geophysical Schedule

We should be able to commence the geophysical survey within three to five weeks of the Notice to Proceed. The GPR survey is expected to be complete in two working days. Preliminary findings will be available within a week after geophysical surveying is complete. Issuance of the draft Geophysical Survey Report will be within four to five weeks after completing the survey.

Environmental Schedule

The Phase I will commence upon your notice to proceed and will be completed within four to six weeks.

Cultural Resource and Architectural History Schedule

The Cultural Resources services detailed herein will commence within five to six weeks of the Notice to Proceed. The fieldwork will take approximately one week total for the Phase One Cultural Resources Survey and two weeks for the Architectural History Survey. The reports for each can be completed within eight to ten weeks following completion of fieldwork.

CONDITIONS AND CONSIDERATIONS

- The above fee is based on a maximum of 90 feet of soil drilling. This proposal does not include the additional costs associated with union restrictions.

- Global stability analysis of retaining walls is excluded from our scope as retaining wall heights less than 5 feet are anticipated.

- This proposal assumes that site access authorization will be conducted by others, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted drill rig.

- We routinely contact the Missouri One Call system to have the locations of public utilities marked; however, we will not be responsible for any private utilities not brought to our attention prior to drilling.

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- This proposal assumes all borings will be surveyed (including station, offset, and ground surface elevation) by others following completion of drilling.

- Geophysical interpretations are non-unique, and ground-truthing verification is required for constraining and verifying the interpretations.

- If SCI identifies and recovers artifacts during our Phase One CRS, it will be necessary to document and curate the collected materials. If artifact curation is necessary, a fixed fee of **$500.00** will be applied for curation services. This fee includes the labor and materials necessary to document and curate the recovered material at an SHPO approved facility. Our fee for curation services will be included on the final project invoice. If no artifacts are recovered during the Phase One CRS, the fee will be waived. If the number of artifacts exceeds what can be curated within one museum box during the Phase One CRS additional curation fees may be necessary.

- SCI's proposed Phase One Cultural Resource Survey scope is intended to meet the requirements/guidelines set forth in the Missouri State Historic Preservation Office *Guidelines for Phase I Archaeological Surveys and Reports* and conform to the Secretary of the Interior's guidelines for archaeological reporting. Standard Phase I archaeological field methods will be utilized for the investigation. However, should SHPO request additional work beyond the scope described herein, a supplement to the stated fees will be necessary. In addition, other agencies or Native American tribes may request surveys to be completed. Requested surveys by others often require more stringent survey guidelines than those following SHPO guidance. A revised scope may be necessary if a survey is requested by entities other than SHPO.

- Additional services on our part should be anticipated following completion of the report. These services might involve more than one meeting to discuss the content and implications of the reports, review of project plans and specifications to assess the application of recommendations provided, or additional field assessments or surveys. Our specific involvement in these phases of the project cannot be estimated at this time. A formal proposal for additional consulting services can be provided should the need arise.

- Please notify SCI in advance if you believe third party reliance will be required. Should third party reliance letters be requested for these activities, within 180 days subsequent to report submittal, additional costs of $500.00 will be incurred.

You will be invoiced for these fees upon project completion and payment is due upon receipt of the invoice. To facilitate prompt payment, SCI accepts Visa and MasterCard in addition to normal payment methods. If you wish to pay via credit card, please contact the undersigned for specific instructions.

ACCEPTANCE

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI services will be performed for the signatory of the enclosed form. Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed *General Terms and Conditions* will apply to any future services you authorize for this project.

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Thank you for the opportunity to submit this proposal. If you have any questions or require further clarification, please do not hesitate to contact us at (636) 949-8200.

Respectfully,

SCI ENGINEERING, INC.

Timothy J. Barrett, P.E., CFM
Senior Engineer

Bryan M. Carlo, MA
Senior Archeologist

Evgeniy "Eugene" V. Torgashov, Ph.D
Senior Geophysicist

Benjamin K. Butterfield, CHMM
Senior Scientist

Edwin P. Grimmer, P.E.
Vice President

BMC/TJB/EVT/BKB/EPG/snp

Enclosures
- CPFF Estimates
- Acceptance of Proposal for Professional Services
- General Terms and Conditions

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Exhibit B – CONSULTING ENGINEER'S SCOPE OF SERVICES

Main Street Extension will include new pavement, curb and gutter, ADA sidewalks, storm sewers, lighting, and on-street parking through the ACF property. The project will also extend three cross streets from Second St in order to reestablish the grid network and improve traffic flow.

TASK 15.1 TREKK PROJECT ADMINISTRATION

Tasks include:

1. Attend Project Team Meetings. Responsible for preparing meeting minutes for documentation to send to Prime Consultant.
2. Develop and implement a Quality Assurance Plan.
3. Hold periodic internal team meetings throughout the development of project.
4. Correspondence (emails, letters, meeting minutes, phone calls) with Team.
5. Personnel planning and scheduling control.
6. Attend Kick-Off Meeting.
7. Coordination with other subconsultants.
8. Provide monthly progress reports and invoices.

TASK EXCLUSIONS

- Participate in Public Meeting or Hearing.
- Provide exhibits, sketches, and back-up data for Public Meeting or Hearing.

TASK 15.3 TREKK CONCEPTUAL STUDY

Tasks include:

1. Coordination & Meetings
2. Provide Information for design criteria memo
3. Review of Proposed Storm Sewers & Record Plans
4. Field Visit
5. Proposed Storm Sewer Design (two alternatives)
6. Proposed Green Infrastructure Design (two alternatives)
    a. Design of 7 rain gardens.
    b. Design of 7 pervious paver parking areas
7. Quantities & Cost Estimate
8. Quality Control

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TASK 15.4 TREKK PRELIMINARY PLANS

Tasks include:

1. Coordination & Meetings with Design Team & City
2. Landscape and Roadway Coordination
3. Storm Sewer Coordination
4. Storm Sewer Design
    a. Drainage Areas
    b. Calculate Runoff
    c. Perform hydraulic calculations for closed drainage system
5. Preliminary Sheets for Storm Sewer
    a. Plan Sheet (two sheets assumed)
    b. Storm Sewer Profiles (two sheets assumed)
6. Green Infrastructure Design
    a. Drainage Areas for 14 BMPs
    b. BMP Calculations
7. Preliminary Sheets for Green Infrastructure
    a. Drainage Areas for each
    b. Typical Sections of BMPs
    c. General BMP Details
8. Stormwater Design Report
9. Form 6-4
10. Form 6-5 (14 forms)
11. BMP Operations and Maintenance Plan
12. Quantities & Cost Estimate
13. Quality Control
14. Address Comments

Deliverables for Green Infrastructure:

1. Top of rain garden elevation
2. Top of curb elevation around rain garden
3. Sill elevation for inlet within rain garden
4. Flowline elevation of drain pipe of BMPs
5. Sheets and reports mentioned above

TASK 15.5 TREKK RIGHT OF WAY PLANS

Tasks include:

1. Coordination & Meetings
2. Update TCE/easement limits for drainage impacts
3. Quantities & Cost Estimate
4. Quality control
5. Address comments

TASK 15.6 TREKK FINAL PLANS

Tasks include:

1. Coordination & Meetings
2. Landscape and Roadway Coordination
3. Storm Sewer Coordination

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4. Summary of Quantities
5. Storm Sewer Design
6. Final Sheets for Storm Sewer
7. Green Infrastructure Design
8. Final Sheets for Green Infrastructure
9. Stormwater Hydraulic Report
10. Update to BMP Reports
    a. Stormwater Design Report
    b. Form 6-4
    c. Form 6-5 (14 Forms)
    d. BMP Operations and Maintenance Plan
11. Quantities & Cost Estimate
12. Job Special Provisions
13. Quality Control
14. Address Comments

Deliverables for Green Infrastructure:

1. Top of rain garden elevation
2. Top of curb elevation around rain garden
3. Sill elevation for inlet within rain garden
4. Flowline elevation of drain pipe of BMPs
5. Sheets and reports mentioned above

TASK 15.10 TREKK BIDDING & CONSTRUCTION

Tasks include:

1. Respond to Questions associated with tasks above.

TASK EXCLUSIONS & ASSUMPTIONS for Tasks 15.3,15.4, 15.5, and 15.6

- Coordination meetings will be virtual
- Two in person meetings with the City.
- Green Infrastructure Design included for full length of project.
- Design of 7 rain gardens.
- Design of 7 pervious paver parking areas.
- No HEC RAS analysis will be performed.
- BMP plantings and signage not included.
- No survey or geotechnical scope included.
- No design of the bump out geometry or curb ramps included.

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ATTACHMENT B
MAIN STREET EXTENSION - CITY PROJ. NO. 23ENGST3
ESTIMATE OF COSTS PER CONSULTANT

FEE SUMMARY

FIRM		FEE	HOURS	% OF TOTAL FEE
CMT	$	546,134.13	3546	60.09%
EDSI *	$	69,028.00	524.5	7.59%
SCI ENGINEERING	$	88,669.54	439	9.76%
SWT DESIGN	$	89,795.00	608	9.88%
TREKK DESIGN GROUP *	$	115,238.41	702	12.68%
TOTAL	**$**	**908,865.08**	**5820**	**100.00%**

*DBE Potential Participation =	20.27%
(if entire design fee used)	percentage of fee

Note: Phase 1 Design Services will be $735,546.46. Phase 2 Design Services will be $173,318.62

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ATTACHMENT B
MAIN STREET EXTENSION - CITY PROJ. NO. 23ENGST3
ESTIMATE OF COSTS PER TASK

	TASK	FEE	HOURS	% OF TOTAL FEE	CMT	CMT Direct	EDSI	SCI	SWT	TREKK
1	CMT PROJECT ADMINISTRATION	$53,858.47	292	5.93%	$ 53,596.47	$ 262.00				
2	CMT DATA COLLECTION	$9,271.77	60	1.02%	$ 9,140.77	$ 131.00				
3	CMT CONCEPT DESIGN	$42,725.94	284	4.70%	$ 41,029.44	$ 1,696.50				
4	CMT PRELIMINARY DESIGN	$94,395.93	684	10.39%	$ 94,264.93	$ 131.00				
5	CMT RIGHT OF WAY DESIGN	$54,039.50	402	5.95%	$ 53,908.50	$ 131.00				
6	CMT FINAL DESIGN	$119,279.12	868	13.12%	$ 119,148.12	$ 131.00				
7	CMT COMMUNITY RELATIONS	$38,013.16	228	4.18%	$ 33,620.16	$ 4,393.00				
8	CMT ENVIRONMENTAL WORK	$14,585.08	98	1.60%	$ 13,888.58	$ 696.50				
9	CMT UTILITY COORDINATION	$63,235.41	194	6.96%	$ 38,080.41	$ 25,155.00				
10	CMT WATER AND SEWER	$40,907.07	336	4.50%	$ 40,907.07	$ -				
11	CMT BIDDING & CONSTRUCTION	$15,822.68	100	1.74%	$ 15,626.18	$ 196.50				
12	EDSI	$69,028.00	524.5	7.59%			$ 69,028.00			
13	SCI ENGINEERING	$88,669.54	439	9.76%				$ 88,669.54		
14	SWT DESIGN	$89,795.00	608	9.88%					$ 89,795.00	
15	TREKK DESIGN GROUP	$115,238.41	702	12.68%						$ 115,238.41
	TOTAL	**$908,865.08**	**5820**	**100.00%**	**$ 513,210.63**	**$ 32,923.50**	**$ 69,028.00**	**$ 88,669.54**	**$ 89,795.00**	**$ 115,238.41**

Note: Tasks 5 and 6 are part of the Phase 2 Design Services, which will be authorized by a second notice to proceed letter at a later date.

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Main Street Extension
City Proj. No. 23ENGST3

ATTACHMENT B
Estimate of Cost
CMT Hours

Task No.	Task Description	Person-hours: Principal	Project Engineer II	Project Engineer I	Senior Engineer I	Engineer I	Project Structural Engineer I	Structural Engineer I	Project Environmental Scientist II	Environmental Scientist I	Technician II	Senior Planner	Planner	Sub Task Total Hours	CMT Hours Per Task
1	**CMT PROJECT ADMINISTRATION**														
	Quality assurance plan		4	8	4									16	
	Progress reports and invoicing			24										24	
	City coordination			20	20									40	
	Subconsultant coordination			20	20									40	
	Agency and development coordination			20	20									40	
	Core team meetings			24	24	12								60	
	Design team meetings			16	16	8								40	
	Correspondence			24	8									32	
															292
2	**CMT DATA COLLECTION**														
	Review available data and current 2nd St plans			2	8	2								12	
	Project site visits			8	16	8								32	
	Development plans review			4	8	4								16	
															60
3	**CMT CONCEPT DESIGN**														
	Concept design workshop (prep/attend)			16	20	12								48	
	Design two concept alternatives			16	48	40								104	
	Concept typical section and plan exhibits			4	20	16								40	
	Concept estimates and summaries			8	12	12								32	
	Complete preferred concept			8	16	16					8			48	
	Design criteria memorandum			4	8									12	
															284
4	**CMT PRELIMINARY DESIGN**														
	Preliminary design			48	200	120	4	8						380	
	Preliminary plan sheets			4	48	36	4	8			40			140	
	Preliminary cost estimate (construction/utility)			8	24	28								60	
	QAQC		4	4										8	
	Prepare/submit preliminary package			2	6									8	
	Preliminary field check and meeting			4	4	4								12	
	Address preliminary comments			4	32	32					8			76	
															684
5	**CMT RIGHT OF WAY DESIGN**														
	Update/refine prelim for ROW confidence			4	48	40								92	
	Incorporate anticipated utility POA			2	12	36								50	
	Finalize ROW and easement lines			2	16	12								30	
	Right of way plan sheets			2	24	12					24			62	
	Right of way cost estimate (construction/utility)			8	12	16								36	
	QAQC		4	4										8	
	Prepare/submit ROW package			2	6									8	
	Address ROW comments			4	24	12								40	
	Coordinate plats/descriptions with EDSI				8									8	
	Revise ROW plans due to negotiations			4	24	24					8			60	
	Attend two meetings with property owners			4	4									8	
															402
6	**CMT FINAL DESIGN**														
	Final design			32	200	140	16	48						436	
	Final plan sheets			12	64	64		16			32			188	
	Final cost estimate (construction/utility)			12	24	24								60	
	Job special provisions / supporting PS&E data			12	24	12	4							52	
	QAQC		4	4										8	
	Prepare/submit final PS&E package (95%)			2	6	4								12	
	Final field check and meeting			4	4	4								12	
	Address final plan comments			4	32	32	4	12			8			92	
	Prepare/submit final PS&E package (100%)			2	6									8	
															868

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Main Street Extension
City Proj. No. 23ENGST3

ATTACHMENT B
Estimate of Cost
CMT Hours

Task No.	Task Description	Principal	Project Engineer II	Project Engineer I	Senior Engineer I	Engineer I	Project Structural Engineer I	Structural Engineer I	Project Environmental Scientist II	Environmental Scientist I	Technician II	Senior Planner	Planner	Sub Task Total Hours	CMT Hours Per Task
		Person-hours													
7	**CMT COMMUNITY RELATIONS**														
	Project administration (core team, branding, PR)			4								12		16	
	Advisory groups			8								12	12	32	
	Frenchtown design week			6	6							12	16	40	
	Targeted meetings (property owners, stakeholders)			8								12	12	32	
	Concept/visioning workshop			10	12							12	12	46	
	Preliminary plans open house - prep/attend			10	16							24	12	62	
															228
8	**CMT ENVIRONMENTAL WORK**														
	Request for environmental review (RER)			4					8	16				28	
	Cultural resources coordination								4	4				8	
	HazMat assessment and coordination of any ESAs								2	8				10	
	Threatened and endangered species evaluation								4	32				36	
	Meetings and coordination with MoDOT/SHPO								8	8				16	
															98
9	**CMT UTILITY COORDINATION**														
	Records research (public and private)			6										6	
	SUE provider coordination - Level B			24										24	
	One call ticket coordination with surveyor			12		8								20	
	Utility topo review and confirmation with utilities			12		8								20	
	Pothole plan development/coordination			16		4								20	
	Utility coordination meetings			32		8								40	
	Send out plans to utility companies			4		12								16	
	Show exist and POA in plans, xsections, culvert sections			6										6	
	Non-electric reimbursable determination (OH to UG)			8										8	
	Utility cost estimates/plans for agreement prep			8										8	
	Special utility sheets as necessary			4										4	
	Maintain utility coordination log report			6										6	
	Utility job special provision			4										4	
	Utility status letter			2										2	
	Coordinate early utility relocations before construction			2										2	
	Prepare and attend preconstruction meeting			8										8	
															194
10	**CMT WATER AND SEWER**														
	Perform site visit				4	4								8	
	Review existing information				16	16								32	
	Preliminary design - plans, specs, estimate				40	60					40			140	
	Final design - plans specs, estimate			4	32	32								68	
	MoDNR permitting				16	24								40	
	Coordination with roadway design				24	24								48	
															336
11	**CMT BIDDING & CONSTRUCTION**														
	Attend prebid and precon conferences			4	4	2								10	
	Answer questions during bidding phase			2	6									8	
	Answer questions during construction phase			8	24	8								40	
	Shop drawing approvals			8	24		2	8						42	
															100
	Total Person-Hours	0	16	650	1344	992	34	100	26	68	168	84	64	**3546**	total
	Hourly Salary	$100.00	$86.00	$72.00	$47.00	$34.00	$65.00	$41.00	$72.00	$35.00	$36.00	$48.00	$32.00	total	labor
	Total Cost	$0.00	$1,376.00	$46,800.00	$63,168.00	$33,728.00	$2,210.00	$4,100.00	$1,872.00	$2,380.00	$6,048.00	$4,032.00	$2,048.00	hours	**$167,762.00**

Labor		$167,762.00
General Overhead / Payroll Additives (170.43%)	+	$285,916.78
	Subtotal	$453,678.78
Fixed Fee (13.0%)	+	$58,978.24
	Subtotal	$512,657.02
FCCM (0.33%) Applied to Labor Only	+	$553.61
CMT Direct Costs	+	$32,923.50
CMT Fee =		**$546,134.13**

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CMT DIRECT COSTS, CITY PROJECT NO. 23ENGST3

TASK	TASK NAME					
1	CMT Project Administration	Mileage:	400 miles @	$0.655		$ 262.00
		Equipment:		$0		$ -
		Miscellaneous:		$0		$ -
		Printing/Postage:		$0		$ -
					TASK DIRECT COST TOTAL	$ 262.00
2	CMT Data Collection	Mileage:	200 miles @	$0.655		$ 131.00
		Equipment:		$0		$ -
		Miscellaneous:		$0		$ -
		Printing/Postage:		$0		$ -
					TASK DIRECT COST TOTAL	$ 131.00
3	CMT Concept Design	Mileage:	300 miles @	$0.655		$ 196.50
		Equipment:		$0		$ -
		Miscellaneous:		$0		$ -
		Printing/Postage:		$1,500		$ 1,500.00
					TASK DIRECT COST TOTAL	$ 1,696.50
4	CMT Preliminary Design	Mileage:	200 miles @	$0.655		$ 131.00
		Equipment:		$0		$ -
		Miscellaneous:		$0		$ -
		Printing/Postage:				$ -
					TASK DIRECT COST TOTAL	$ 131.00
5	CMT Right of Way Design	Mileage:	200 miles @	$0.655		$ 131.00
		Equipment:		$0		$ -
		Miscellaneous:		$0		$ -
		Printing/Postage:				$ -
					TASK DIRECT COST TOTAL	$ 131.00
6	CMT Final Design	Mileage:	200 miles @	$0.655		$ 131.00
		Equipment:		$0		$ -
		Miscellaneous:		$0		$ -
		Printing/Postage:				$ -
					TASK DIRECT COST TOTAL	$ 131.00
7	CMT Community Relations	Mileage:	600 miles @	$0.655		$ 393.00
		Equipment:		$0		$ -
		Miscellaneous:	Pop-up supplies	$500		$ 500.00
		Printing/Postage:		$3,500		$ 3,500.00
					TASK DIRECT COST TOTAL	$ 4,393.00
8	CMT Environmental Work	Mileage:	300 miles @	$0.655		$ 196.50
		Equipment:		$0		$ -
		Miscellaneous:		$500		$ 500.00
		Printing/Postage:		$0		$ -
					TASK DIRECT COST TOTAL	$ 696.50
9	CMT Utility Coordination	Mileage:	1,000 miles @	$0.655		$ 655.00
		Equipment:		$0		$ -
		Miscellaneous:	SUE Direct Cost	$24,500		$ 24,500.00
		Printing/Postage:		$0		$ -
					TASK DIRECT COST TOTAL	$ 25,155.00
11	CMT Bidding and Construction	Mileage:	300 miles @	$0.655		$ 196.50
		Equipment:		$0		$ -
		Miscellaneous:		$0		$ -
		Printing/Postage:		$0		$ -
					TASK DIRECT COST TOTAL	$ 196.50
					CMT DIRECT COST	**$ 32,923.50**

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EDSI
ENGINEERING DESIGN SOURCE, INC.
16141 SWINGLEY RIDGE RD.
SUITE 300
CHESTERFIELD, MO. 63017
(636) 537-5585

Project: **Frenchtown Great Streets: Main St Extension.**

Prepared by: **Brett Brooks**

Date Prepared: **August 11, 2023**

Main Street Survey Fee	**$68,028**	*
Title Report Direct Cost	**$1,000**	*
	$69,028	

**See Attached Sheets For Details*

Docusign Envelope ID: 17EC8DBC-552F-490A-9618-BE9C38E0392E

Engineering Design Source, Inc.

Date Prepared: August 11, 2023

Project Name: Frenchtown Great Streets: Main St Extension.

Frenchtown Great Streets: Main St Extension.

Task Item	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	Total
1. Management & Meetings							
1.1 Kickoff Meeting		2					2
1.2 Monthly Meetings		6					6
1.3 Milestone Meetings		4					4
1.4 Management - Scheduling - Updates	2	4					6
SUB-TOTAL HOURS	**2**	**16**	**0**	**0**	**0**	**0**	**18**
2. Project Control							
2.1 Control Search & Plan		0.5					0.5
2.2 Horizontal Control - Modified State Plane Datum					4		4
2.3 Vertical Control - NAVD 88					2		2
2.4 Balance/Process Coordinates		1					1
2.5 Three Point Ties - Field					2		2
2.6 Three Point Tie Drawings & Land Tie				4			4
2.7 Project Coordination / QA/QC		1					1
SUB-TOTAL HOURS	**0**	**2.5**	**0**	**4**	**8**	**0**	**14.5**
3. Utility Coordination - For Locating Purposes							
3.1 Coordination & Scheduling		2					2
3.2 Submitting One Call Tickets & Follow Ups			16				16
3.3 Map Requests			16				16
3.4 Survey Locations of Marked Utilities					16		16
3.5 Log Utility Data and Mapping			8				8
3.6 Process Basefile & Incorporate Record Facility Data			24				24
3.7 QA/QC		4					4
SUB-TOTAL HOURS	**0**	**6**	**64**	**0**	**16**	**0**	**86**
4. Topographic Survey							
4.1 Coordination & Scheduling		4					4
4.2 Field Work - 2,300 linear feet - 70 foot width					44		44
4.3 Process Data			36				36
4.4 Annotate Drawings				4			4
4.5 Create TIN			30				30
4.6 Field Work - 2 days of pick-up surveys					16		16
4.7 Process Data			12				12
4.8 Annotate Drawings				2			2
4.9 Create TIN			10				10
4.10 QA/QC		8					8
SUB-TOTAL HOURS	**0**	**12**	**88**	**6**	**60**	**0**	**166**
5. Property Research & Right-of-Way Survey							
5.1 Coordination & Scheduling		2					2
5.2 Record Research		2		8			10
5.3 Calculate and Draw Record Data				8			8
5.4 Corner Search					16		16
5.5 Corner Locate					12		12
5.6 Process Data		32		20			52
5.7 Final Drawing - Annotate Ownerships and Dimensions				4			4
5.8 QA/QC		4					4
SUB-TOTAL HOURS	**0**	**40**	**0**	**40**	**28**	**0**	**108**
6. Title Review and Acquisition Documents							
6.1 Review proposed acquisition areas			1				1
6.2 Title report review and incorporate - Maximum 2		2		4			6
6.3 Prepare descriptions		2		8			10
6.4 QA/QC and revisions - Maximum 1		1		2			3
SUB-TOTAL HOURS	**0**	**5**	**1**	**14**	**0**	**0**	**20**
MAN HOURS BY CLASSIFICATION	**2**	**81.5**	**153**	**64**	**112**	**0**	**412.5**
	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	
Unburdened Rate	$73.25	$59.42	$46.94	$33.38	$60.12	$35.41	
Overhead Rate 177.94%	$130.34	$105.73	$83.53	$59.40	$106.98	$63.01	**FIXED FEE-TOTAL**
Profit 14%	$28.50	$23.12	$18.27	$12.99	$23.39	$13.78	$8,187
Average Hourly Billing Rate	**$232.09**	**$188.27**	**$148.73**	**$105.77**	**$190.49**	**$112.20**	**LABOR-TOTAL**
COST BY CLASSIFICATION	$464	$15,344	$22,756	$6,769	$21,335	$0	**$66,668**

Direct Costs	Item Cost	Unit Price	Quantity	Unit
Printing/Copying - Large	$50.00	$50.00	1	Lump Sum
Record Research	$300.00	$300.00	1	Lump Sum
Order Informational Title Report	$1,000.00	$500.00	2	Per Parcel
Vehicle Usage	$910.00	$65.00	14	Per Day
Misc. Survey Supplies	$100.00	$100.00	1	Lump Sum
DIRECT COST - TOTAL	**$2,360.00**			

Assumptions: No ROW plans will be prepared by EDSI

Main Street Survey Total Fee	**$69,028**

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

Project Name Frenchtown Great Streets - Main Street Extension
SCI Project Number 2023-0838.10
Location St. Charles, Missouri

Date Prepared: August 2, 2023

Task Item		Sr. Engineer II	Project Engineer I	Staff Engineer	Field Manager I	GIS/CAD	Tech I	Sr. Admin	Subtotal	Direct Costs	Total Cost
G1 - Coordination and Field Exploration		6		36		8			50	10,825.41	
G2 - Roadway Geotechnical Report		17		44		12		12	85		
G3 - Meetings		2		2					4		
G4 - QA/QC		6							6		
G5 - Project Administration		6							6		
TOTAL HOURS		**37**	**0**	**82**	**0**	**20**	**0**	**12**	**151**	**10,825.41**	
Hourly Salary Rate (Average)		**68.42**	**42.47**	**30.23**	**24.00**	**30.80**	**21.18**	**29.01**			
Direct Labor		**2,531.54**	**0.00**	**2,478.86**	**0.00**	**616.00**	**0.00**	**348.12**	**5,974.52**		
Overhead Rate	**190.64%**	**4,826.13**	**0.00**	**4,725.70**	**0.00**	**1,174.34**	**0.00**	**663.66**	**11,389.82**		
FCCM	**0.471%**	**11.92**	**0.00**	**11.68**	**0.00**	**2.90**	**0.00**	**1.64**	**28.14**		
Profit	**14.80%**	**1,088.93**	**0.00**	**1,066.27**	**0.00**	**264.97**	**0.00**	**149.74**	**2,569.92**		
Total Labor Cost		**$8,458.53**	**$0.00**	**$8,282.51**	**$0.00**	**$2,058.21**	**$0.00**	**$1,163.16**	**19,962.41**		
TOTAL COST										**Total**	**30,787.81**
Average Rate per Classification	2.9064	$228.61	$0.00	$101.01	$0.00	$102.91	$0.00	$96.93			

Cost per Task		Sr. Engineer II	Project Engineer I	Staff Engineer	Field Manager I	GIS/CAD	Tech I	Sr. Admin	Total Labor per Task	Direct Costs	Total Per Task
G1 - Coordination and Field Exploration		1,371.65		3,636.22		823.29			5,831.16	10,825.41	16,656.57
G2 - Roadway Geotechnical Report		3,886.35		4,444.27		1,234.93		1,163.16	10,728.71	0.00	10,728.71
G3 - Meetings		457.22		202.01					659.23	0.00	659.23
G4 - QA/QC		1,371.65							1,371.65	0.00	1,371.65
G5 - Project Administration		1,371.65							1,371.65		1,371.65
0									0.00		0.00
TOTALS		**8,458.53**	**0.00**	**8,282.51**	**0.00**	**2,058.21**	**0.00**	**1,163.16**	**19,962.41**	**10,825.41**	**30,787.81**

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

Project Name Frenchtown Great Streets - Main Street Extension
SCI Project Number 2023-0838.10
Location St. Charles, Missouri

SCI Direct Costs			Rate		Totals
G1 - Coordination and Field Exploration					
Traffic Control, Tramar (per hour)	16	$	195.00	$	3,120.00
Pavement Coring (per inch)	54	$	7.00	$	378.00
Coring Setup, each	6	$	60.00	$	360.00
4 Soil Test Borings with Sampling	1	$	4,450.00	$	4,450.00
Mileage	51	$	0.655	$	33.41
			Subtotal		**$8,341.41**
G1- Laboratory Testing					
Visual Classification and Moisture Contents (ASTM D2488/D2216)	24	$	14.00	$	336.00
Atterberg Limit Tests (ASTM D4318)	6	$	85.00	$	510.00
Sieve Analysis with Percent Finer than #200 (ASTM D422)	6	$	98.00	$	588.00
California Bearing Ratio (CBR)	1	$	60.00	$	60.00
Standard Proctor (ASTM D 698)	1	$	300.00	$	300.00
Unconfined Compressive Strength (Qu) Test (Soil - Undisturbed)	6	$	115.00	$	690.00
			Subtotal		**$2,484.00**
			Subtotal Direct Costs		**$10,825.41**

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St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

Project Name Frenchtown Great Streets - Main Street Extension
SCI Project Number 2023-0838.G1
Location St. Charles, Missouri

Date Prepared: August 14, 2023

Task Item		Sr. Geophysicist	Project Engineer I	Staff Engineer	Tech I	Tech III	GIS/CAD	Sr. Admin	Subtotal	Direct Costs	Total Cost
GPR Pavement Survey											
GPR - Coordination/Management		8		8				3	19		
GPR - Traffic Control Coordination					4				4		
GPR - Pavement Thickness Mapping		27	1	1	27				56		
GPR - Reporting							8	2	10	5,052.40	
GPR - QA/QC		4							4		
GPR - Conference Calls		2							2		
TOTAL HOURS		**41**	**1**	**9**	**31**	**0**	**8**	**5**	**95**	**5,052.40**	
Hourly Salary Rate (Average)		**52.88**	**42.47**	**30.23**	**21.18**	**23.95**	**30.80**	**29.01**			
Direct Labor		**2,168.08**	**42.47**	**272.07**	**656.58**	**0.00**	**246.40**	**145.05**	**3,530.65**		
Overhead Rate	**190.64%**	**4,133.23**	**80.96**	**518.67**	**1,251.70**	**0.00**	**469.74**	**276.52**	**6,730.83**		
FCCM	**0.471%**	**10.21**	**0.20**	**1.28**	**3.09**	**0.00**	**1.16**	**0.68**	**16.63**		
Profit	**14.80%**	**932.59**	**18.27**	**117.03**	**282.43**	**0.00**	**105.99**	**62.39**	**1,518.70**		
Total Labor Cost		**$7,244.11**	**$141.90**	**$909.06**	**$2,193.80**	**$0.00**	**$823.29**	**$484.65**	**11,796.81**		
TOTAL COST										**Total**	**16,849.21**
Average Rate per Classification	2.9064	$176.69	$141.90	$101.01	$70.77	$0.00	$102.91	$96.93			

Cost per Task		Sr. Geophysicist	Project Engineer I	Staff Engineer	Tech I	Tech III	GIS/CAD	Sr. Admin	Total Labor per Task	Direct Costs	Total Per Task
GPR - Coordination/Management		1,413.49		808.05				290.79	2,512.32	0.00	2,512.32
GPR - Traffic Control Coordination					283.07				283.07	0.00	283.07
GPR - Pavement Thickness Mapping		4,770.51	141.90	101.01	1,910.73				6,924.15	5,052.40	11,976.55
GPR - Reporting							823.29	193.86	1,017.15	0.00	1,017.15
GPR - QA/QC		706.74							706.74	0.00	706.74
GPR - Conference Calls		353.37							353.37	0.00	353.37
TOTALS		**7,244.11**	**141.90**	**909.06**	**2,193.80**	**0.00**	**823.29**	**484.65**	**11,796.81**	**5,052.40**	**16,849.21**

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

Project Name **Frenchtown Great Streets - Main Street Extension**
SCI Project Number **2023-0838.G1**
Location **St. Charles, Missouri**

SCI Direct Costs

			Rate		Totals
Field Survey					
Traffic Control, Tramar (per hour) 2 days	16	$	195.00	$	3,120.00
Traffic Control, Tramar Overtime (per hour) 2 days	4	$	270.00	$	1,080.00
GPR equipment	2	$	350.00	$	700.00
GPS Equipment	2	$	50.00	$	100.00
Mileage	80	$	0.655	$	52.40
			Subtotal		**$5,052.40**
			Subtotal Direct Costs		**$5,052.40**

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Project Name **Frenchtown Great Streets - Main Street Improvements**
SCI Project Number **2023-0838**
Location **St. Charles, Missouri**

Date Prepared: **August 14, 2023**

Task Item		Sr. Engineer II	Project Engineer I	Staff Engineer	Field Manager I	GIS/CAD	Tech I	Sr. Admin	Subtotal	Direct Costs	Total Cost
Hazardous Material Screening		2		24		3		8	37	857.86	
									0		
									0		
									0		
									0		
									0		
TOTAL HOURS		**2**	**0**	**24**	**0**	**3**	**0**	**8**	**37**	**857.86**	
Hourly Salary Rate (Average)		**68.42**	**42.47**	**30.23**	**24.00**	**30.80**	**21.18**	**29.01**			
Direct Labor		**136.84**	**0.00**	**725.52**	**0.00**	**92.40**	**0.00**	**232.08**	**1,186.84**		
Overhead Rate	**190.64%**	**260.87**	**0.00**	**1,383.13**	**0.00**	**176.15**	**0.00**	**442.44**	**2,262.59**		
FCCM	**0.471%**	**0.64**	**0.00**	**3.42**	**0.00**	**0.44**	**0.00**	**1.09**	**5.59**		
Profit	**14.80%**	**58.86**	**0.00**	**312.08**	**0.00**	**39.75**	**0.00**	**99.83**	**510.52**		
Total Labor Cost		**$457.22**	**$0.00**	**$2,424.15**	**$0.00**	**$308.73**	**$0.00**	**$775.44**	**3,965.54**		
TOTAL COST										**Total**	**4,823.40**
Average Rate per Classification	2.9064	$228.61	$0.00	$101.01	$0.00	$102.91	$0.00	$96.93			

Cost per Task		Sr. Engineer II	Project Engineer I	Staff Engineer	Field Manager I	GIS/CAD	Tech I	Sr. Admin	Total Labor per Task	Direct Costs	Total Per Task
Hazardous Material Screening		457.22		2,424.15		308.73		775.44	3,965.54	857.86	4,823.40
0									0.00	0.00	0.00
0									0.00	0.00	0.00
0									0.00	0.00	0.00
0									0.00		0.00
0									0.00		0.00
TOTALS		**457.22**	**0.00**	**2,424.15**	**0.00**	**308.73**	**0.00**	**775.44**	**3,965.54**	**857.86**	**4,823.40**

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Project Name **Frenchtown Great Streets - Main Street Improvements**
SCI Project Number **2023-0838**
Location **St. Charles, Missouri**

SCI Direct Costs

			Rate		Totals
Hazardous Material Screening					
Environmental Data Resources Report	1	$	850.00	$	850.00
Mileage	12	$	0.655	$	7.86
			Subtotal		**$857.86**
			Subtotal Direct Costs		**$857.86**

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Project Name: Frenchtown Great Streets - Main Street
SCI Project Number: 2023-0383.40
Location

Date Prepared: **February 9, 2023**

Task Item		Senior Scientist	Project Engineer I	Senior Archaeologist	Cultural Resource Crew Chief	Archaeological Technician	GIS/CAD	Sr. Admin	Subtotal	Direct Costs	Total Cost
Archaeology Survey				40	40	32	12	8	132	446.50	
Architecture Survey				24					24	20,000.00	
									0		
									0		
									0		
									0		
TOTAL HOURS		**0**	**0**	**64**	**40**	**32**	**12**	**8**	**156**	**20,446.50**	
Hourly Salary Rate (Average)		**47.77**	**42.47**	**38.00**	**24.00**	**22.50**	**30.80**	**29.01**			
Direct Labor		**0.00**	**0.00**	**2,432.00**	**960.00**	**720.00**	**369.60**	**232.08**	**4,713.68**		
Overhead Rate	**190.64%**	**0.00**	**0.00**	**4,636.36**	**1,830.14**	**1,372.61**	**704.61**	**442.44**	**8,986.16**		
FCCM	**0.471%**	**0.00**	**0.00**	**11.45**	**4.52**	**3.39**	**1.74**	**1.09**	**22.20**		
Profit	**14.80%**	**0.00**	**0.00**	**1,046.12**	**412.94**	**309.71**	**158.98**	**99.83**	**2,027.58**		
Total Labor Cost		**$0.00**	**$0.00**	**$8,125.94**	**$3,207.61**	**$2,405.71**	**$1,234.93**	**$775.44**	**15,749.62**		
TOTAL COST										**Total**	**36,196.12**
Average Rate per Classification	2.9064	$0.00	$0.00	$126.97	$80.19	$75.18	$102.91	$96.93			

Cost per Task		Senior Scientist	Project Engineer I	Senior Archaeologist	Cultural Resource Crew Chief	Archaeological Technician	GIS/CAD	Sr. Admin	Total Labor per Task	Direct Costs	Total Per Task
Archaeology Survey				5,078.71	3,207.61	2,405.71	1,234.93	775.44	12,702.39	446.50	13,148.89
Architecture Survey				3,047.23					3,047.23	20,000.00	23,047.23
0									0.00	0.00	0.00
0									0.00	0.00	0.00
0									0.00		0.00
0									0.00		0.00
TOTALS		**0.00**	**0.00**	**8,125.94**	**3,207.61**	**2,405.71**	**1,234.93**	**775.44**	**15,749.62**	**20,446.50**	**36,196.12**

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Project Name: **Frenchtown Great Streets - Main Street**
SCI Project Number **2023-0838.40**
Location **St. Charles, Missouri**

SCI Direct Costs		**Units**		**Rate**	**Totals**
Archaeology Survey					
	Arrow GPS	5	$	50.00	250.00
	Mileage	300	$	0.655	196.50
				Total	**$446.50**
Architecture Survey					
	Architectural Historian (Hours)	100	$	200.00	20,000.00
				Subtotal	**$20,000.00**
				Total	**$20,446.50**

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Frenchtown Great Streets –Main St. Extension – Consulting Services

Project Number: 2023-0838.10, .20, .40, .G0 / TJB, BKB, BMC, EVT

Date: August 17, 2023

Fee: Hourly basis in accordance with the enclosed CPFF Estimates

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Report Distribution (Note: Additional printed report copies after final submittal will be billed at $25.00 each)

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports

NOTICE TO OWNER: **(FOR SITES IN MISSOURI ONLY)**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.

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SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to $50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent, misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to

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compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. **CONTAMINATION OF AN AQUIFER** Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.

10. **SITE SAFETY** With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety and warrant that this intent shall be made evident in your agreement with the general contractor.

11. **CONSTRUCTION COST ESTIMATES** An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. **DEFECTS IN SERVICE** You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. **TERMINATION** Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. **FORCE MAJEURE** Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

15. **ENVIRONMENTAL SITE ASSESSMENT** An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

16. **FAILURE TO FOLLOW RECOMMENDATIONS** SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. **ALTERATION OF INSTRUMENTS OF SERVICE** Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. **MOLD DISCLAIMER** The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. **OTHER PROVISIONS** You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

f. You may not assign this agreement to any other person or entity without the prior written consent of SCI. Any transfer of fifty percent or more of your equity interest or voting interest shall be deemed to be an assignment for this purpose.

g. SCI will perform all services under this agreement using the standard of care ordinarily used by firms performing such services in the locale where the services are being rendered. However, many factors influence the results from those services. As such, SCI expressly disclaims any warranty or guaranty as to the accuracy of such results. SCI's performance shall be solely judged against the foregoing standard of care.

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Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected.* During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final,* because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

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have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.

ASFE
THE BEST PEOPLE ON EARTH
8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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Schedule C
Main Street Extension
SWT Fee / Hours

Task I.D. #	Task Description	Hours										
		Partner (Bonnie Roy)	Senior Associate (Klaus Rausch)	Associate	Staff I (Briana Coleman)	Associate (Wes Haid)	Admin (Gary Collins)	Admin (Mindy Tobias)			Total Hours	
	2022 AVG. DIRECT LABOR RATES	**$ 65.38**	**$ 38.46**	**$ -**	**$ 28.85**	**$ 32.69**	**$ 50.48**	**$ 25.00**				
1	**PROJECT START UP**											
	Project Coordination	4	2								6	
	Kick off Meeting(s) / one meetings	4	4			3					11	
	Site Walk with Project Team	6	6			6					18	
											0	
	SUBTOTAL	14	12	0	0	9	0	0	0	0		35
2	**PUBLIC OUTREACH**											
	Public Involvement / Stakeholder Engagement										0	
	Public Involvement Plan	4	2								6	
	Stakeholder Coordination	4	4								8	
	TAC/CAC Development and Meetings	8	8								16	
	Community Engagement Facilitation	12	4			12					28	
	Narrative and Graphic support for website	2	4			8					14	
	Stakeholder coordination with local municipalities (up to 3 meetings)	9	12								21	
	Engagement Summaries	4				4					8	
	Administration										0	
	Project Reporting	3	3				24				30	
	SUBTOTAL	46	37	0	0	24	24	0	0	0		131
3	**PRELIMINARY LANDSCAPE DESIGN**											
											0	
	Review of corridor topographic and utility survey	1	2			2					5	
	Review of parking study results		1								1	
	Planning Workshop	8	8			12					28	
	2020 Great Streetscape review / incorp. Into design concepts	4	8			8					20	
	Typical Roadway Sections / Concept Development	4	8			12					24	
	Stormwater Mangement Structures	2	4			4					10	
	Bicycle lane development										0	
	Green Way Connection	2	2			2					6	
	Bus/Trolley Station study	2	2			2					6	
	Preliminary lighting plans	2	2			6					10	
	Preliminary street furniture design	2	4			4					10	
	Preliminary landscape typologies	2	8			20					30	
	Preliminary Plans & Specifications	6	6			16					28	
	Preliminary cost estimate		4			10					14	
	Graphic Renderings (3)	4	10			40					54	
	QA/QC	1	4								5	
	SUBTOTAL	40	73	0	0	138	0	0	0	0		251

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Schedule C
Main Street Extension
SWT Fee / Hours

Task I.D. #	Task Description	Hours: Partner (Bonnie Roy)	Senior Associate (Klaus Rausch)	Associate	Staff I (Briana Coleman)	Associate (Wes Haid)	Admin (Gary Collins)	Admin (Mindy Tobias)			Total Hours	
4	**FINAL PLANS AND DOCUMENTS**											
	Preparation of Final Plans										0	
	General Notes		1			4					5	
	Summary of Quantities		1			8					9	
	Typical Sections		6			10					16	
	Construction Details		6			10					16	
	Architectural Enhancement Details	2	4			10					16	
	Landscape and Street Furniture Details	1	4			12					17	
	Submittal of Final Plans and Documents		2			6					8	
	Cost opinion estimate		4			12					16	
	Revisions and submittal of Final Plans - Response to comments	1	2			8					11	
	Submittal of Final Plans and Documents to MoDOT		2			4					6	
	Revisions and submittal of Final Plans - Response to MoDOT comments	1	2			8					11	
	Updates to graphic renderings to reflect final plans	2	2			20					24	
	QA/QC	1	6			8					15	
	Assist during Bidding	1	10			10					21	
											0	
	SUBTOTAL	9	52	0	0	130	0	0	0	0		191
	TOTAL HOURS	**109**	**174**	**0**	**0**	**301**	**24**	**0**	**0**	**0**	**0**	**608**
	AVG. DIRECT LABOR RATES (ESCALATED)	**$ 65.38**	**$ 38.46**	**$ 33.65**	**$ 28.85**	**$ 32.69**	**$ 50.48**	**$ 25.00**	**$ -**	**$ -**		
	TOTAL COST	**$ 7,126.42**	**$ 6,692.04**	**$ -**	**$ -**	**$ 9,839.69**	**$ 1,211.52**	**$ -**	**$ -**	**$ -**		**$ 24,869.67**

Annual Labor Escalation % 3%

Labor Rate Escalation Factor	Effort by year
2024	40.00%
2025	30.00%
2026	30.00%
2027	0.00%
Total	100.00%

Labor Escalation Factor = 1.0273

Labor		$24,869.67
Overhead (197.84%)		$55,036.58
	Subtotal	$79,906.25
Fixed Fee (12.0%)		$9,588.75
	Subtotal	$89,495.00
FCCM (0%)		$0.00
	Subtotal	$89,495.00
Direct Costs		$300.00
	Project Total	$89,795.00

TOTAL PROJECT FEE	**$89,795.00**

SWT FEE	**$89,795.00**

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EXHIBIT C - SCHEDULE OF FEES
TREKK DESIGN GROUP
City of St. Charles Proj. No. 23ENGST3
TREKK Proj. No. 23-0389
Main Street Extension
8/14/2023

Direct Salary Classification	**Hourly Rate**		**Estimated Hours**	**Total Labor Cost**
Principal	$ 70.00	@	9.00	$ 630.00
Project Manager	$ 66.50	@	152.00	$ 10,108.00
Prof. Engineer III	$ 48.50	@	297.00	$ 14,404.50
Project Engineer II	$ 36.50	@	100.00	$ 3,650.00
Project Designer I	$ 46.50	@	136.00	$ 6,324.00
Admin	$ 33.50	@	8.00	$ 268.00
Subtotal			702	$ 35,384.50
Overhead Rate @ 183.29%				$ 64,856.25
Fixed Fee @ 14.3%				$ 14,334.43
FCCM @ 1.63%				$ 576.77
Subtotal				$ 115,151.95
Direct Expenses				
Vehicles				
Personal and Company Cars	132	@	$ 0.655 per mile	$ 86.46
TOTAL ESTIMATED FEE				**$ 115,238.41**

ESTIMATED HOURS

TREKK Design Group
City of St. Charles Proj. No. 23ENGST3
TREKK Proj. No. 23-0389
Main Street Extension

CLASSIFICATION	Principal	Project Manager	Prof. Engineer II	Prof. Engineer I	Prof. Engineer III	Project Designer I	Project Engineer II	Prof. Land Surveyor II	Survey Technician I	Survey Crew	Admin	TOTAL
Task 1 - Project Administration												
General Project Administration		16									8	
Task 1 - Subtotal	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**24**
Task 3 - Conceptual Study												
Coordination & Meetings		4										
Information for design criteria memo		2										
Review of Proposed Storm Sewers & Record Plans		2			6							
Field Visit		3			3							
Proposed Storm Sewer Design (two alternatives)	1	4			24		12					
Proposed Green Infrastructure Design (two alternatives)	1	4			16		8					
Quantities & Cost Estimate		4			8	4						
Quality Control	1	4										
Task 3 - Subtotal	**3**	**27**	**0**	**0**	**57**	**4**	**20**	**0**	**0**	**0**	**0**	**111**
Task 4 - Preliminary Plans												
Coordination & Meetings with Design Team & City		4			4							
Landscape and Roadway Coordination		4			2							
Storm Sewer Coordination		4										
Storm Sewer Design												
Drainage Areas		2			8							
Calculate Runoff		2			8							
Perform hydraulic calculations for closed drainage systems		4			40		40					
Preliminary Sheets for Storm Sewer												
Plan Sheet		2			8	24						
Storm Sewer Profiles		2			8	24						
Green Infrastructure Design												
Drainage Areas					8		12					
BMP Calculations					16		8					
Preliminary Sheets for Green Infrastructure												
Drainage Areas					4	8						
Typical Sections					2	4						
BMP Details					2	4						
Stormwater Design Report		4			8							
Form 6-4		4										
Form 6-5 (14)		2			8							
BMP Operations and Maintenance Plan		2			8							
Quantities & Cost Estimate					8	8						
Quality Control	2	8										
Address Comments		8			16	8						
Task 4 - Subtotal	**2**	**52**	**0**	**0**	**158**	**80**	**60**	**0**	**0**	**0**	**0**	**352**

ESTIMATED HOURS

TREKK Design Group
City of St. Charles Proj. No. 23ENGST3
TREKK Proj. No. 23-0389
Main Street Extension

Task 5 - Right of Way Plans												
Coordination & Meetings		2										
Update TCE/easement limits for drainage impacts		1			6							
Quantities & Cost Estimate		2			4							
Quality control	1	4										
Address comments		2			4							
Task 5 - Subtotal	**1**	**11**	**0**	**0**	**14**	**0**	**0**	**0**	**0**	**0**	**0**	**26**
Task 6 - Final Plans												
Coordination & Meetings		8										
Landscape and Roadway Coordination	1	2										
Storm Sewer Coordination	1	2										
Summary of Quantities		2			4	4						
Storm Sewer Design		2			16	16						
Final Sheets for Storm Sewer					8	16						
Green Infrastructure Design		2			4		8					
Final Sheets for Green Infrastructure					4	4						
Stormwater Hydraulic Report		2			16		8					
Update to BMP Reports					4		4					
Quantities & Cost Estimate		2			4	4						
Job Special Provisions		4										
Quality Control	1	8										
Address Comments		4			8	8						
Task 6 - Subtotal	**3**	**38**	**0**	**0**	**68**	**52**	**20**	**0**	**0**	**0**	**0**	**181**
Task 10 - Bidding & Construction												
Respond to Questions		8										
Task 10 - Subtotal	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**
Total Estimated Hours	**9**	**152**	**0**	**0**	**297**	**136**	**100**	**0**	**0**	**0**	**8**	**702**

Assumptions & Exclusions:

1 Coordination meetings will be virtual
2 Two in person meetings with the City.
3 Green Infrastructure Design included for full length of project.
4 Design of 7 rain gardens.
5 Design of 7 pervious paver parking areas.
6 No HEC RAS analysis will be performed.
7 BMP plantings and signage not included.
8 No survey or geotechnical scope included.

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ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from

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the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

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debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT’s External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT’s External Civil Rights Division.

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6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

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8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

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Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants

Local Federal-aid Transportation Projects

Firm Name (Consultant): Crawford, Murphy & Tilly, Inc.

Project Owner (LPA): City of St. Charles, Missouri

Project Name: Frenchtown Great Streets – Main Street Extension

Project Number: City Proj. No. 23ENGST3

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA	Consultant
Printed Name:_____	Printed Name: R. Jay Rakers
Signature:_____	Signature:_____
Date: _____	Date: October 5, 2023

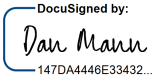
Certificate Of Completion

Envelope Id: 17EC8DBC-552F-490A-9618-BE9C38E0392E
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing_23ENGST003_CMT CO #5
Source Envelope:
Document Pages: 169
Signatures: 6
Initials: 5
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Grace Capritta
200 N Second St
Saint Charles, MO, MO 63301
grace.capritta@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
10/21/2025 4:12:55 PM
Holder: Grace Capritta
grace.capritta@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Dan Mann daniel.mann@stcharlescitymo.gov Director of Engineering City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  147DA4446E33432... Signature Adoption: Pre-selected Style Using IP Address: 172.59.173.164 Signed using mobile	Sent: 10/21/2025 4:26:56 PM Viewed: 10/23/2025 3:41:08 PM Signed: 10/23/2025 3:41:17 PM
Willie Hantack William.Hantack@stcharlescitymo.gov Audit & Accounting Manager City of Saint Charles, MO Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Uploaded Signature Image Using IP Address: 140.141.255.148	Sent: 10/23/2025 3:41:21 PM Viewed: 10/23/2025 10:35:39 PM Signed: 10/23/2025 10:37:02 PM
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: CA2B397B773142A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/23/2025 10:37:07 PM Viewed: 10/27/2025 8:59:44 AM Signed: 10/27/2025 9:02:55 AM
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/27/2025 9:03:00 AM Viewed: 10/27/2025 9:22:15 AM Signed: 10/27/2025 9:22:45 AM

Signer Events	Signature	Timestamp
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Holly Magdziarz 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 10/27/2025 9:22:49 AM Viewed: 10/27/2025 10:29:46 AM Signed: 10/27/2025 10:30:01 AM
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/27/2025 10:30:05 AM Viewed: 10/27/2025 12:54:07 PM Signed: 10/27/2025 12:54:18 PM
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administion City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 2607:fb91:8c2e:1732:899f:2d67:752f:c234 Signed using mobile	Sent: 10/27/2025 12:54:24 PM Viewed: 10/27/2025 1:30:20 PM Signed: 10/27/2025 1:31:06 PM
Emily B. Galantowicz emily.galantowicz@stcharlescitymo.gov Assistant City Clerk City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 10/27/2025 1:31:11 PM Viewed: 10/28/2025 2:28:26 PM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kim Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
City Clerk - Assign Contract # Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/27/2025 12:54:23 PM Viewed: 10/28/2025 7:58:01 AM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/21/2025 4:26:56 PM

Payment Events	Status	Timestamps

Docusign Envelope ID: C67441C0-8E6E-481A-8545-3B8665CAD5BB

Contract #_____
(City Clerk will Assign)

CONTRACT ROUTING SLIP
(YELLOW PAPER)
CONTRACTS EXCEEDING $100,000.00

Requesting Department:	Information Technology	**Department Contact:**	Chad Shepherd
Vendor Name & NWS#:	Shi International #13670		
Description/Purpose:	The purchase of additional M365 licenses from SHI in an amount not to exceed $455,655.00. Licenses will be co-termed and added to our current 3 year agreement.		
Account #:	100-192-115-733-099		
Project #:			
Amount of this Routing:	$ 455,655.00	**Requisition #:**	20250764
Contract Type:	Contract Amendment	**Cooperative**	Coop#: CT220337001
Contract Term:	3 years	**Renewal Options:**	
If Renewal or Amendment: C#	C25-099	**Amendment #** 1	**Renewal #**
Original Contract Value:	$74,670.00	**Total of Previous Amendments:**	$
Total Contract Value:	$530,325.00		

DS TK

Certifications: to be completed by Originating Department Director	
All obligations and/or payment amounts of both parties, and reimbursable expenses (if any), are included in the contract	Yes
All required forms are current and attached	Yes
Vendor executed contract attached	Yes

As the responsible **DEPARTMENT DIRECTOR**, for the contract's originating department, I certify that I have reviewed the terms and conditions of the agreement and I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided. By signing below, I certify that this agreement complies with City policies, any rules, terms and conditions relating to any funding source, and that the Department can and will comply with the terms of the Agreement.

Printed Name:	**Signature:**
Chad Shepherd	Signed by: F. Chad Shepherd D008F1021HCP4BE... 10/29/2025

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B397B773142A... 10/29/2025
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 25D56664397942C... 10/29/2025
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 10/29/2025
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... 10/30/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: C67441C0-8E6E-481A-8545-3B8665CAD5BB

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 11/04/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☐ NO ☑
Report ☐ Resolution ☑ Ordinance ☐

Bill #_____

Request for Council Action

Ward(s):_____ **Sponsor(s):**_____

Description:

To purchase additional Microsoft 365 licenses from SHI in an amount not to exceed $455,655.00. These additional licenses will be added to our existing 3 year EA agreement that was signed in April 2025.

Contract Extension/Renewal:	**Yes** ☐	**No** ☑
Information Paper Attached:	**Yes** ☐	**No** ☑

Staff Recommendation:	**Approve** ☐	**Disapprove** ☐
Board/Committee/Commission Recommendation:	**Approve** ☐	**Disapprove** ☐

Summary:

The City is currently under a three-year Microsoft Enterprise Agreement (EA) that commenced in April 2025 and runs through March 2028. This purchase of additional Microsoft licenses will be added and co-termed with the existing EA. These licenses will align with the remaining term of the current agreement to ensure consistent renewal and compliance across all licensed products.

Additional License Cost Summary (Through End of EA Term): $455,655.00
Year 1 (October 2025 - April 2026): $91,131.00
Year 2 (April 2026 – April 2027): $182,262.00
Year 3 (April 2027 – April 2028): $182,262.00

Total Contract Amendment - $455,655.00

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)

Fiscal Impact: 455,655.00 **Requisition #:** 20250764

Account #: 100-192-115-733-099

Project #:_____

RCA prepared by: JD Dept. Dir._____ Finance Dir._____ Dir. of Admin._____

Docusign Envelope ID: C67441C0-8E6E-481A-8545-3B8665CAD5BB

AMENDMENT NO. 1

This First Amendment to Contract C25-099 between the City of St. Charles, Missouri (Owner), and SHI International Corporation, (Vendor) is effective as of the date of final signature below. For the consideration stated herein, Owner and Vendor agree as follows:

1. This contract amendment shall be under the same terms and conditions as in Contract C25-099 in the total amount of Four Hundred Fifty-Five Thousand Six Hundred Fifty-Five Dollars ($455,655.00) as provided in Vendor's Quote #26744021, attached as Exhibit A hereto. This increases the original contract price of $74,670.00 to Five Hundred Thirty Thousand Three Hundred Twenty-Five Dollars ($530,325.00).

2. All other terms and conditions of Contract C25-099 shall remain in full force and effect.

SHI INTERNATIONAL CORPORATION:

DocuSigned by:
Paul Linhardt
F10405B7CFF74D0...
10/28/2025
Date

By: Paul Linhardt Sr. Lead Contracts Specialist
(Print Name and Title)

CITY OF SAINT CHARLES, MISSOURI:

Daniel J. Borgmeyer Date
Mayor

Corporate Attest (if applicable):

By: Date

Attest:

City Clerk Date

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.

DocuSigned by:
Jennifer O'Connor
C5FB3E8A40BE40D...
10/29/2025
Director of Finance Date

Docusign Envelope ID: C67441C0-8E6E-481A-8545-3B8665CAD5BB

Pricing Proposal
Quotation #: 26744021
Reference #: EA# 68401699
Created On: 10/13/2025
Valid Until: 10/31/2025

MO-City of Saint Charles

Chad Shepherd
200 N Second St.
Saint Charles, MO 63301
United States
Phone: (636) 949-3200
Fax:
Email: Chad.Shepherd@stcharlescitymo.gov

Microsoft Inside Account Manager

Vivien Cruz
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-868-5926
Fax:
Email: vivien_cruz@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	M365 Copilot GCC Sub Add-on Microsoft - Part#: M365 Cop Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: – 4/30/2026 **Note:** 6 months remaining, Year 1 of 3, Invoices upon purchase. 12 months will invoice for Year 2 on May-01-2026 and another 12 months will invoice for Year 3 on May 01-2027	15	$183.60	$2,754.00
2	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: – 4/30/2026 **Note:** 6 months remaining, Year 1 of 3, Invoices upon purchase. 12 months will invoice for Year 2 on May-01-2026 and another 12 months will invoice for Year 3 on May 01-2027	450	$193.88	$87,246.00
3	M365 G5 GCC SU M365 G3 Per User Microsoft - Part#: AAL-45737 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: – 4/30/2026 **Note:** 6 months remaining, Year 1 of 3, Invoices upon purchase. 12 months will invoice for Year 2 on May-01-2026 and another 12 months will invoice for Year 3 on May 01-2027	10	$113.10	$1,131.00
			Total	$91,131.00

Additional Comments

Year 1 (date of purchase to Apr-30-2026): $91,131.00
Year 2 (May-01-2026 to Apr-30-2027): $182,262.00
Year 3 (May-01-2027 to Apr-30-2028): $182,262.00

Docusign Envelope ID: C67441C0-8E6E-481A-8545-3B8665CAD5BB

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Docusign Envelope ID: C67441C0-8E6E-481A-8545-3B8665CAD5BB

Contract # C25-099
(City Clerk will Assign)

CONTRACT ROUTING SLIP
(BLUE PAPER)
CONTRACTS $100,000.00 AND UNDER

Requesting Department:	Information Technology	**Department Contact:**	CHAD SHEPHERD
Vendor Name & NWS#:	SHI INTERNATIONAL NWS# 13670		
Description/Purpose:	TO PURCHASE MICROSOFT 365 LICENSES FROM SHI INTERNATIONAL FOR A 3 YEAR TERM IN AN AMOUNT NOT TO EXCEED $74,670.00.		
Account #:	001-110-111-733-099		
Project #:			
Amount of this Routing:	$ 74,670.00	**Requistion #:**	2025-399
Contract Type:	New Contract	**Cooperative**	Coop#: CT220337001
Contract Term:	3 YEARS	**Renewal Options:**	
If Renewal or Amendment: C#	**Amendment #**	**Renewal #**	
Original Contract Value:	$	**Total of Previous Amendments:**	$
Total Contract Value:	$ 74,670.00		

DS AS

Certifications: to be completed by Originating Department Director

All obligations and/or payment amounts of both parties, and reimbursable expenses (if any), are included in the contract	Yes
All required forms are current and attached	Yes
Vendor executed contract attached	Yes

As the responsible **DEPARTMENT DIRECTOR**, for the contract's originating department, I certify that I have reviewed the terms and conditions of the agreement and I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided. By signing below, I certify that this agreement complies with City policies, any rules, terms and conditions relating to any funding source, and that the Department can and will comply with the terms of the Agreement.

Printed Name:	**Signature:**	
CHAD SHEPHERD	Signed by: F. Chad Shepherd D608F16214CF4BE...	4/7/2025

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B387B773142A... 4/7/2025
Department of Law (for Legality only)	DocuSigned by: Holly Maggiano 25D566643979420... 4/8/2025
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 4/8/2025
Director of Administration (Signature Indicating Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... 4/8/2025
City Clerk (Signature, Seal and Contract # Assigned)	DocuSigned by: Kimberly Hudson 70E399BA7AAF426... 4/8/2025

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: C67441C0-8E6E-481A-8545-3B8665CAD5BB

CITY OF SAINT CHARLES, MISSOURI
PURCHASE CONTRACT **Contract # _____**

This Purchase Contract (hereinafter, the "Contract") between the City of Saint Charles, Missouri (hereinafter, the "City") and SHI International Corporation, (hereinafter, the "Vendor") is effective on the final date of signature set forth below. For the consideration stated herein, City and Vendor agree as follows:

1. Vendor shall provide subscriptions to Microsoft 365 in accordance with Vendor's Quote #25863864, a copy of which is attached and incorporated as Exhibit A. Pricing shall be in accordance with State of Missouri contract #CT220337001.

2. Vendor agrees that in consideration for the complete performance of the Contract terms by Vendor, the City shall pay Vendor the Contract Price. The Contract Price shall not exceed Seventy-Four Thousand Six Hundred Seventy Dollars ($74,670.00).

The City's obligation to pay the Contract Price and the Vendor to provide goods or services ceases immediately for any fiscal year in which the City does not, for any reason, appropriate funds for the Contract.

3. The Contract is the complete agreement between City and Vendor. No other agreements or representations other than those contained in the Contract have been made by the parties. The Contract may only be amended, extended or renewed in writing, and is effective when signed by each party. To the extent there is any conflict between this Contract and Vendor's Contract or any Terms & Conditions, the terms of this Contract shall control.

4. The City may terminate the Contract at any time for any reason or no reason at all by giving thirty (30) days written notice to Vendor. The Vendor shall be paid for goods or services provided to the date of termination.

5. The Contract shall be deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri. The sole and exclusive venue or location in which any action or lawsuit may be brought regarding the Contract shall be the Eleventh Judicial Circuit Court of St. Charles County Missouri. This Section shall survive the termination or expiration of the Contract.

6. Vendor is an independent contractor and nothing contained herein shall constitute or designate Vendor or any of its employees, agents or subcontractors as an employee of the City.

7. Vendor agrees that in the performance of the Contract it will not discriminate against any person because of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

8. Vendor acknowledges award of the Contract requires compliance with:

A. Pursuant to Section 34.600 RSMo, as amended, Vendor, 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 Vendor has less than ten (10) employees;

B. Section 208.009 RSMo which requires Vendor to provide City with affirmative proof that the person executing the Contract is a United States citizen, permanent resident or is lawfully present in the United States prior to the City awarding Vendor the Contract;

Docusign Envelope ID: C67441C0-8E6E-481A-8545-3B8665CAD5BB

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

D. City Code of Ordinance Section 145.040 which requires any person used by Vendor in the performance of the Contract who is a registered sex offender and has in-person contact with a City employee or resident or is physically present on City property to register with the City Police Department.

9. The City reserves the right to audit, examine and to make copies of or extracts from all finance related records regarding the Contract kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors and subcontractors.

10. The Contract may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

11. Notwithstanding any other provision of the Agreement to the contrary, the City is a public governmental body that is subject to Chapter 610, RSMo., and is authorized to disclose records that are responsive to a valid request for such records as required by Chapter 610, RSMo., without additional advanced notice or disclosure to Vendor.

The Vendor and City have executed the Contract on the dates written below.

SHI INTERNATIONAL CORPORATION:

DocuSigned by:
Kristina Mann 4/7/2025
EA418E789F09404...
Date

By: Kristina Mann Director - Contracts
(Print Name and Title)

Corporate Attest (if applicable):

By: Date

CITY OF SAINT CHARLES, MISSOURI:

DocuSigned by:
Lawrence S. Dobrosky, Jr. 4/8/2025
3E05A81A58094AA...
Lawrence S. Dobrosky, Jr. Date
Director of Administration

Attest:

DocuSigned by:
Kimberly Hudson 4/8/2025
70E399BA7AAF426...
City Clerk Date

Docusign Envelope ID: C67441C0-8E6E-481A-8545-3B8665CAD5BB

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this Contract 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.

DocuSigned by:
Jennifer O'Connor 4/8/2025
C5FB3E8A40BE40D...
Director of Finance Date

Docusign Envelope ID: C67441C0-8E6E-481A-8545-3B8665CAD5BB

Pricing Proposal
Quotation #: 25863864
Reference #: Net New EA
Created On: 2/20/2025
Valid Until: 4/30/2025

MO-City of Saint Charles

Jennifer Duncan
MO
United States
Phone: 636-255-6118
Fax:
Email: Jennifer.Duncan@stcharlescitymo.gov

Inside Account Manager

Jeidys Villafana
290 Davidson Ave
Somerset, NJ, 08873
Phone: | Toll Free: 888-394-5232 ext.: 6524741
Fax: 888-394-5322
Email: Jeidys_Villafana@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 4/1/2025 – 3/31/2026 **Note:** 12 Months - Year 1 of 3	50	$387.64	$19,382.00
2	M365 Copilot GCC Sub Add-on Microsoft - Part#: EP2-24658 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 4/1/2025 – 3/31/2026 **Note:** 12 Months - Year 1 of 3	15	$367.20	$5,508.00

Subtotal	$24,890.00
*Tax	$0.00
Total	$24,890.00

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Payment Schedule

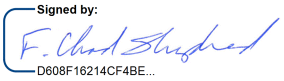
Certificate Of Completion

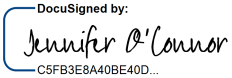
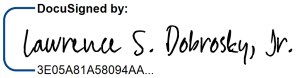
Envelope Id: C67441C0-8E6E-481A-8545-3B8665CAD5BB
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf
Source Envelope:
Document Pages: 10
Signatures: 6
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Jennifer Duncan
200 N Second St
Saint Charles, MO, MO 63301
jennifer.duncan@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
10/29/2025 8:43:35 AM
Holder: Jennifer Duncan
jennifer.duncan@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Jennifer Duncan jennifer.duncan@stcharlescitymo.gov City of Saint Charles Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 35.130.51.195	Sent: 10/29/2025 8:55:16 AM Viewed: 10/29/2025 8:55:30 AM Signed: 10/29/2025 8:56:49 AM Freeform Signing
F. Chad Shepherd Chad.Shepherd@stcharlescitymo.gov Director, Innovation & Technology City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  D608F16214CF4BE... Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 10/29/2025 8:56:51 AM Viewed: 10/29/2025 9:22:35 AM Signed: 10/29/2025 9:24:00 AM
Timothy Kubat timothy.kubat@stcharlescitymo.gov Billing & Collections Manager City of Saint Charles, MO Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/29/2025 9:24:03 AM Viewed: 10/29/2025 9:45:32 AM Signed: 10/29/2025 9:51:22 AM
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: CA2B397B773142A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/29/2025 9:51:24 AM Viewed: 10/29/2025 9:52:00 AM Signed: 10/29/2025 9:54:01 AM

Signer Events	Signature	Timestamp
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/29/2025 9:54:03 AM Viewed: 10/29/2025 10:18:35 AM Signed: 10/29/2025 10:19:21 AM
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 10/29/2025 10:19:23 AM Viewed: 10/29/2025 10:59:39 AM Signed: 10/29/2025 10:59:51 AM
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/29/2025 10:59:54 AM Viewed: 10/29/2025 1:38:11 PM Signed: 10/29/2025 1:38:23 PM
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Admnistion City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/29/2025 1:38:29 PM Viewed: 10/30/2025 2:22:41 PM Signed: 10/30/2025 2:22:53 PM
Emily B. Galantowicz emily.galantowicz@stcharlescitymo.gov Assistant City Clerk City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 10/30/2025 2:22:56 PM Viewed: 10/30/2025 2:29:30 PM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kim Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Signer Events	Signature	Timestamp
City Clerk - Assign Contract # Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/29/2025 1:38:28 PM Viewed: 10/29/2025 2:15:46 PM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/29/2025 8:55:16 AM

Payment Events	Status	Timestamps

Docusign Envelope ID: E0FB5665-93AD-4C15-9583-B96E5D84D83E

Contract #_____
(City Clerk will Assign)

CONTRACT ROUTING SLIP
(YELLOW PAPER)
CONTRACTS EXCEEDING $100,000.00

Requesting Department:	Information Technology	**Department Contact:**	Chad Shepherd
Vendor Name & NWS#:	ESI Vendor #14714		
Description/Purpose:	To purchase equipment and to enter a 5 year agreement with ESI for a hosted VoIP telephone system in an amount not to exceed 407,527.25.		
Account #:	410-192-115-874-106		
Project #:	25INTEK018		
Amount of this Routing:	$ 407,527.25	**Requisition #:**	20250795
Contract Type:	New Contract	**N/A**	Coop#:
Contract Term:	5 Years	**Renewal Options:**	
If Renewal or Amendment: C#		**Amendment #**	**Renewal #**
Original Contract Value:	$	**Total of Previous Amendments:**	$
Total Contract Value:	$407,527.25		

Certifications: to be completed by Originating Department Director	
All obligations and/or payment amounts of both parties, and reimbursable expenses (if any), are included in the contract	Yes
All required forms are current and attached	Yes
Vendor executed contract attached	Yes

As the responsible **DEPARTMENT DIRECTOR**, for the contract's originating department, I certify that I have reviewed the terms and conditions of the agreement and I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided. By signing below, I certify that this agreement complies with City policies, any rules, terms and conditions relating to any funding source, and that the Department can and will comply with the terms of the Agreement.

Printed Name:	**Signature:**
Chad Shepherd	Signed by: F. Chad Shepherd D008F1621HCP4BE... 10/30/2025

ROUTING	**Signature/Date**
Purchasing Review (Compliant with Chapter 145 and City Terms)	Signed by: Paul Feldmann CA2B397B773142A... 10/30/2025
Department of Law (for Legality only)	DocuSigned by: Holly Magdziarz 25D56664397942C... 10/30/2025
Director of Finance (Funds Available)	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... 10/31/2025
Director of Administration (Recommend Approval)	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... 10/31/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

Legal has reviewed form of agreement: DS MAO

Docusign Envelope ID: E0FB5665-93AD-4C15-9583-B96E5D84D83E

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 11/04/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☐ NO ☑
Report ☐ Resolution ☑ Ordinance ☐

Bill #_____

Request for Council Action

Ward(s):_____ **Sponsor(s):**_____

Description:
Purchase of a new VoIP telephone system and enter into a 5 year agreement with ESI in an amount not to exceed $407,527.25.

Contract Extension/Renewal: Yes ☐ No ☑
Information Paper Attached: Yes ☐ No ☑

Staff Recommendation: Approve ☐ Disapprove ☐
Board/Committee/Commission Recommendation: Approve ☐ Disapprove ☐

Summary:
In August of this year, the City posted RFP# 4802 and ESI is recommended by staff to be the optimal solution. The vendor shall supply new equipment and provide support for the 5 year contract term. Below is the 5 year cost analysis.

2025- $92,375.55 - (Equipment and 2 months of service)
2026- $65,203.80
2027- $65,203.80
2028- $65,203.80
2029- $65,203.80
2030- $54,336.50

Total 5 year cost- $407,527.25

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: 407,527.25 **Requisition #** 20250795
Account #: 410-192-115-874-106

Project #: 25INTEK018

RCA prepared by: JD Dept. Dir. Initial Finance Dir. DS Dir. of Admin. DS

Docusign Envelope ID: E0FB5665-93AD-4C15-9583-B96E5D84D83E

CITY OF SAINT CHARLES, MISSOURI
PURCHASE CONTRACT **Contract #** _____

This Purchase Contract (hereinafter, the "Contract") between the City of Saint Charles, Missouri (hereinafter, the "City") and Estech Systems, Inc. (hereinafter, the "Vendor") is effective on the final date of signature set forth below. For the consideration stated herein, City and Vendor agree as follows:

1. Vendor shall provide a Hosted VoIP Telephone System in accordance with Vendor's response to RFP #4802 and Vendor's basic service agreement, copies of which are attached and incorporated as Exhibit A. The Term of this contract shall be from November 1, 2025, through October 31, 2030.

2. Vendor agrees that in consideration for the complete performance of the Contract terms by Vendor, the City shall pay Vendor the Contract Price. The Contract Price shall not exceed Four Hundred Seven Thousand Five Hundred Twenty-Seven Dollars and Twenty-Five Cents ($407,527.25) for the duration of the Term for the items and configurations as quoted in Vendor's proposal detail in Exhibit A; provided, however, in the event any required federal and state taxes or regulatory fees that are changed outside of ESI's services may be passed to City and may require an amendment to the Contract Price.

The City's obligation to pay the Contract Price and the Vendor to provide goods or services ceases immediately for any fiscal year in which the City does not, for any reason, appropriate funds for the Contract.

3. The Contract is the complete agreement between City and Vendor. No other agreements or representations other than those contained in the Contract have been made by the parties. The Contract may only be amended, extended or renewed in writing, and is effective when signed by each party. To the extent there is any conflict between this Contract and Vendor's Contract or any Terms & Conditions, the terms of this Contract shall control.

4. The Contract shall be deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri. The sole and exclusive venue or location in which any action on a dispute or lawsuit may be brought regarding the Contract shall be the Eleventh Judicial Circuit Court of St. Charles County Missouri. This Section shall survive the termination or expiration of the Contract.

5. Vendor is an independent contractor and nothing contained herein shall constitute or designate Vendor or any of its employees, agents or subcontractors as an employee of the City.

6. Vendor agrees that in the performance of the Contract it will not discriminate against any person because of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

7. Vendor acknowledges award of the Contract requires compliance with:

A. Pursuant to Section 34.600 RSMo, as amended, Vendor, 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 Vendor has less than ten (10) employees;

B. Section 208.009 RSMo which requires Vendor to provide City with affirmative proof that the person executing the Contract is a United States citizen, permanent resident or is lawfully present in the United States prior to the City awarding Vendor the Contract;

C. Section 285.530(2) RSMo regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the Contract.

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Vendor represents and warrants compliance with Section 285.530 at the time of Contract award. A sworn affidavit and supporting documentation affirming participation in a qualified federal work authorization program and that Vendor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to the Contract is attached and incorporated by this reference; and

D. City Code of Ordinance Section 145.040 which requires any person used by Vendor in the performance of the Contract who is a registered sex offender and has in-person contact with a City employee or resident or is physically present on City property to register with the City Police Department.

8. The City reserves the right to audit, examine and to make copies of or extracts from all finance related records regarding the Contract kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors and subcontractors.

9. The Contract may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

10. Notwithstanding any other provision of the Agreement to the contrary, the City is a public governmental body that is subject to Chapter 610, RSMo., and is authorized to disclose records that are responsive to a valid request for such records as required by Chapter 610, RSMo., without additional advanced notice or disclosure to Vendor.

The Vendor and City have executed the Contract on the dates written below.

ESTECH SYSTEMS, INC.:

J Szukala 10/30/2025
_____ Date

By: James Szukala COO
(Print Name and Title)

CITY OF SAINT CHARLES, MISSOURI:

_____

Daniel J. Borgmeyer. Date
Mayor

Corporate Attest (if applicable):

_____

By: Date

Attest:

_____

City Clerk Date

CERTIFICATE OF DIRECTOR OF FINANCE

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CITY OF SAINT CHARLES, MISSOURI
PURCHASE CONTRACT

Contract # _____

I certify that the expenditure contemplated by this Contract 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.

DocuSigned by:
Jennifer O'Connor 10/31/2025
C5FB3E8A40BE40D...
Director of Finance Date

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Proposal Details for City of St Charles

Item	Part Number	Description	Qty	Unit I-Time	Unit Monthly	Total I-Time	Total Monthly
ePhone8	5000-0952	ESI SIP business phone - 7" color touchscreen, 112 programmable keys, 20 SIP Lines, Built-in Wi-Fi & Bluetooth, Android-based, HD audio.	35	$399.00	-	$13965.0	0-
ePhone4x	5000-0951	ESI SIP business phone - 4.3" color display, 45 programmable keys, 20 SIP Lines, Bluetooth & Wi-Fi via dongle, HD audio.	225	$200.00	-	$45000.0	0-
ePhone3	5000-0950	ESI SIP business phone - 3.5" color display, 45 programmable keys, 8 SIP Lines, Bluetooth via dongle, HD audio.	73	$75.00	-	$5475.00	-
ePhoneX-1	5000-1007	ESI SIP business phone - 4.3" main color display, sidecar w/two 3.5" color displays, 106 programmable keys, 20 SIP Lines, Built-in Bluetooth, Wi-Fi via dongle, HD audio.	22	$325.00	-	$7150.00	-
WiFi Dongle	5000-0924	USB connected dual band WiFi (802.11 ac) for	25	$14.00	-	$350.00	-

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		select ePhone models					
Wall Mount - ePhone3 and ePhone4x	5060-6727	Custom wall mount fits ePhone3 and ePhone4x	30	$14.00	-	$420.00	-
Bluetooth Dongle USB for ePhone3v2 & ePhone4xv2 Only	5000-1025	Bluetooth Dongle USB for ePhone3v2 & ePhone4xv2 Only	10	$12.25	-	$122.50	-
Premier Seat		Seat with unlimited calls to the US, Mexico, and Canada. Comes with 2-DIDs, SMS, webphone, mobile client, VM transcription, unlimited audio conferences.	10	-	$16.50	-	$165.00
Select Seat		Seat with unlimited calls to the US, Mexico, and Canada. Comes with 1-DID, SMS, mobile phone client.	309	-	$9.70	-	$2997.30
Metered Seat		Seat with low-cost calling to the US, Mexico, and Canada. Unlimited inbound calls, 100 minutes of outbound calling (beyond 100 mins is $0.029 per minute).. Comes with 1-DID, SMS, mobile phone client.	50	-	$7.99	-	$399.50
Call Center Agent Seat		This seat provides features tailored to call center	50	-	$9.95	-	$497.50

		agents, such as the agent webphone for queue log in/out and personal queue stats. One DID and the mobile app are also included. SMS is not included as this feature is managed differently for call queues.					
Call Center Supervisor Seat		Call Center Supervisor Seat provides all the benefits of a Premier seat plus features specific to a Supervisor - queue management, reports, analytics, call recording, call transcription (usage fee $0.04/min), sentiment analysis (usage fee $0.01/min) and much more.	10	-	$24.95	-	$249.50
Office Manager: Add-on to a Premier Seat (1 included)		A powerful seat designed for those who want to manage the ESI eCloud solution for their company. One seat is included; additional office manages must also have a Premier seat.	9	-	-	-	-
FXS Gateway, 2-Port, Model: HT812	9090-0063-GS	FXS Gateway, 2-Port, Model: HT812	9	$60.00	-	$540.00	-
FXS	5000-	FXS Gateway, 4-	4	$105.00	-	$420.00	-

Gateway, 4-Port, Model: HT814	0933-GS	Port, Model: HT814					
FXS Gateway, 8-Port, Model: HT818	9090-0084-GS	FXS Gateway, 8-Port, Model: HT818	4	$162.00	-	$648.00	-
Polycom Trio 8300 IP Conference Phone	9090-0094	Polycom Trio 8300 IP Conference Phone for small meeting rooms	17	$359.00	-	$6103.00	-
Domestic DID (incremental)		Domestic DID (incremental, typically ported numbers)	390	-	$0.40	-	$156.00
Porting of domestic Inbound/FAX Number		Port fee for customer's existing phone or FAX number	809	$0.25	-	$202.25	-
Main Number Directory Listing (CNAM)		Custom listing for Company Name for outbound calls and directories. Includes setup fee.	1	$12.00	$6.95	$12.00	$6.95
E911 Service		Supports E911 information on the number of DIDs beyond the seat licenses	15	$1.50	-	$22.50	-
Call Queues		Call queues for call distribution. First 4 queues are free, enter total needed, priced in blocks of 4.	60	-	-	-	-
Auto Attendant		Automatically route calls without personal intervention. The first 2 AA are free.	30	-	-	-	-
Call Logging and Bulk Download (1-50 users)		Provides for download of details of calls for up to 50 users on	1	-	$80.00	-	$80.00

		domain					
Call Logging and Bulk Download (51-300)		Provides for download of call details for 51-300 users on domain	1	-	$155.00	-	$155.00
ESI eFax for eCloud	5002-0671	ESI eFax for eCloud. ESI's virtual fax service. Monthly charge includes eFax service, unlimited inbound, and 200 outbound pages (with charge of $0.05 per page after 200).	35	$8.00	$7.95	$280.00	$278.25

	Total 1-Time	Total Monthly
Sub-Totals:	$80710.25	$4985.00
Shipping And Handling:	$798.00	
Totals:	$81508.25	$4985.00
Estimated Taxes	**$81,508.25**	**448.65**
Total w Estimated Taxes		**$5,433.65**

Notes:

This Agreement is subject to the ESI terms and Conditions to the extent there is no conflict to the agreed RFP 4802 requirements. In the event of a conflict, per ESI response and agreement, RFP 4802 Terms and Conditions will take precedence over the Standard ESI eCloud PBX Terms and Conditions.

Notes:

- All ESI eCloud PBX seats include one (1) domestic DID, (1) Domain E911 Setup, 411 access, unlimited inbound, Web- based eConsole Dashboard (except where noted).
- eCloud services used remotely (i.e., remote employees) must have a dedicated DID associated with their address to comply with Ray Baum's Act e911 address location requirements.
- A $15 fee will be charged for each payment made by check.

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Important Notices

- Starting January 1, 2025 any order containing less than ten (10) eCloud user seats will be billed the first billing period after the first full month after signing the contract regardless of your ESI implementation status. For example, if the order was signed on October 28, 2024, billing would start in December 2024.
- Starting January 1, 2025, if your Internet Service Provider (ISP) at the eCloud service location throttles VoIP data (like Spectrum) or enforces SIP ALG (like Brightspeed), you must use an ESI- approved router. This router will prevent throttling of VoIP data and bypass SIP ALG to ensure reliable ESI VoIP service. Note that the list of affected ISPs may change at any time. Declining the Network Assessment does not negate this requirement.
- If you intend to use SMS texting for customer business campaigns you will be required to register applicable SMS numbers to the national Campaign Registry (TCR). A member of ESI's Implementation Team will guide you through this process. If this is not completed you will be subject to fines as well as have your SMS numbers blacklisted.
- eCloud services used remotely (i.e., remote employees) must have a dedicated DID associated with their physical address to comply with Ray Baum's Act e911 address location requirements.
- A $15 fee will be charged for each payment made by check. However, using ACH for payments will provide a 1% monthly discount.

By signing, you confirm that you have read and understood the statements above.

Company Name: City of St Charles

Print Name: _____

Signature: _____

Date: _____

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Contact Information for City of St Charles

Proposal Date:	10/16/2025	**Auth. ESI Agent:**	Mary Sumner
Proposal Term:	5 Years	**Agent Phone:**	(314) 633-8076

Company Contact:	Chad Shepherd	**Site Name:**	
Company Direct Phone number:	(636) 949-3201	**Site Address:**	200 North Second Street
Company Main Phone number:	(636) 949-3201	**Site City, State, Zip:**	Saint Charles, Missouri 63301

Billing Contact Name:		**Site Contact Name:**	Jennifer Duncan
Billing Email:	ITAP@StCharlesCityMo.Gov	**Site Contact Email:**	Jennifer.Duncan@stcharlescitymo.gov
Billing Phone:		**Site Contact Direct Phone Number:**	(636) 255-6118

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CUSTOMER CONTACT AUTHORITY

To protect proprietary information (CPNI) please assist us by providing complete contact information for any employees, agents or other parties authorized to receive information regarding your account.

I grant permission to ESI to provide information to the following individuals for the purpose of servicing the applicable telecommunications account, including: the review of network, service, and billing records; negotiation of service changes; and resolution of network and billing issues that may arise.

Identified below are applicable authorized employees, agents and/or parties.

Full Name of Authorized User	Email Address	Area of Approval
		IT/Network*
		Billing*
		Service Change Negotiations*

Company Name: _____ ESI Account #: _____

Authorized Company Contact: _____

Signature: _____

Email Address: _____ Date: _____

It is your responsibility to notify ESI if employees/account contacts join or leave your company and/or changes to this authorization are required. Once this form is complete, it is important that you send it to **billing@esi-estech.com** from your primary authorized account email address.

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Letter of Agency to Change Telephone Service Provider

The undersigned, an authorized representative of the below named Customer, hereby appoints ESI Hosted Services, LLC and its Affiliates as its agent to port the numbers listed below on Customer's behalf.

*USE FOR **ALL** NUMBER PORTING*

Customer Name *(as it appears on LEC invoice)*	
Service Address	
City, State, Country & ZIP	
Billing Telephone Number	
Authorized Person *(please print)*	
Account PIN	

Current Carrier	
Account Number	
Carrier Phone Number	
Full or Partial Port?	
New BTN *(if partial port, assign # from old service)*	
Customer Requested Date	

**Customer acknowledges that above telephone numbers are NOT associated with shared line DSL service provided by an Internet Service Provider (ISP). If a shared line DSL service is associated with one of the above numbers, the DSL service is at risk of disconnection.

Signature: _____ Date: _____

Notes:

- ✓ Please attach a copy of the LEC Bill (current phone bill) and/or CSR.
- ✓ Bill copy/CSR must be dated within thirty (30) days of port request.
- ✓ If this is a partial port and we are porting the BTN, please provide a new LEC BTN.
- ✓ Canceling or changing a port request less than 48 hours prior to the scheduled date will incur a charge of $200 per number.
- ✓ For partial ports, please contact your Sales Representative

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Basic Services Agreement

(for Agreements entered into from and after December 1, 2021)

This Services Agreement (this "**Agreement**") sets forth the terms agreed to by and between Estech Systems, Inc. ("**ESI**"), a Texas corporation with offices at 3701 E Plano Parkway, Suite 300, Plano, TX 75074 and **Customer**. Whereas, ESI owns and operates a communications network and is in the business of providing communications services to other entities; and Whereas, Customer desires to purchase from ESI certain services available through the ESI network; Whereas, ESI is willing to sell such services to Customer according to the terms and conditions set forth in this Agreement and in any Customer Order Schedule ("**COS**") executed by or on behalf of Customer (the "**Services**"); Now, therefore, in consideration of the foregoing recitals and the covenants contained herein and other good and valuable consideration, the two parties agree as follows:

1. **TERM**. The term of this Agreement ("**Term**") begins on the Cutover Date and continues for the length identified in the COS, unless terminated earlier as provided in Section 4, 6, 9,10 or 18 of this Agreement. At the end of the current Term, the Term is automatically renewed for an additional one (1) year period unless Customer provides ESI with written notification of intention to cancel the service at least thirty (30) days prior to the end of the current Term or such renewal is prohibited by applicable law. Customer agrees to pay for Services for the duration of the Term. Expiration of the Term does not alleviate Customer of responsibility for paying all unpaid, accrued charges due hereunder. If Customer chooses to cancel the Services or any portion of the Services prior to the end of the current Term, disconnection or cancellation fees might apply as set forth in Sections 4, 6, 9, 10 or 18 of this Agreement.

2. **EMERGENCY SERVICE LIMITATIONS.**

2.1. Customer acknowledges that the Services will not function in the absence of electrical power. ESI recommends that backup power should be installed by Customer to mitigate possible loss of Services.

2.2. Customer acknowledges that the Services will not function properly if there is an interruption or a lack of bandwidth of Customer's broadband or high-speed internet access service.

2.3. Customer acknowledges that the Services are not set up to function with outbound-dialing systems including home security systems, medical monitoring equipment, TTY equipment, and entertainment or satellite television systems. Customer hereby waives all claims against ESI for interruption or disruption of such systems by the Services.

2.4. The Federal Communications Commission ("FCC") requires that ESI provide access to emergency services (also known as E911 service) to all customers who use ESI Services within the United States. ESI E911 service is a mandatory component of all inbound/outbound fax and voice service plans. E911 service is not offered on virtual numbers, toll free numbers or similar service accessories or add-on plans. E911 service is only available in selected areas.

2.4.1. Customer acknowledges that ESI's equipment and Services support 911 emergency dialing or other emergency functions using approved technologies that are different from the implementation of traditional landline 911 services. This section, Section 2.4, details these differences, and Customer hereby understands and agrees that Customer's E911 services are subject to the limitations described herein.

2.4.2. ESI will provide Customer with warning labels regarding the limitations or unavailability of 911 emergency dialing. Customer agrees to place a label on and/or near each telephone or other Customer premise equipment on which the Services might be utilized. If additional labels are required, Customer can request them from ESI. ESI will provide Customer with advisory notices regarding 911 emergency dialing and request written acknowledgments from Customer.

2.4.3. Customer agrees affirmatively acknowledges that ESI has advised Customer of the circumstances under which ESI E911 service might not be available or might be limited in comparison to traditional

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911 emergency dialing. ESI ADVISES CUSTOMER TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

2.4.4. Customers who subscribe to ESI E911 service shall register the physical location(s) of their equipment (ATA or IP phone) with ESI, either on the user portal, initial order forms (COS) or by calling customer service. Customer agrees to update the location(s) whenever the physical location of the equipment is no longer the physical location(s) currently registered for the account. Customer acknowledges and understands that any enhanced location information passed to an emergency operator by ESI will be based upon the physical location(s) provided to ESI by Customer. ESI shall attempt to route a 911 call based upon the information provided by the Customer. If the physical location has not been updated or is not complete, ESI's routing of the 911 call could result in contacting the emergency services processing site associated with incorrect information, which slows or prevents reaching the correct emergency services provider. Without confirming the information, E911 services might use routing associated with the bill to or ship to addresses associated with the Customer's account or initial order.

2.4.5. Customer also acknowledges that ESI E911 service has certain characteristics that distinguish it from traditional, legacy, circuit-switched 911 services. These characteristics might make ESI's E911 services unsuitable for some Customers. Because each Customer's circumstances might vary widely, Customers should carefully evaluate their own circumstances when deciding whether to rely solely upon ESI's E911 service. Customer acknowledges that it is Customer's responsibility to determine the technology or combination of technologies best suited to meet Customer's emergency calling needs, and to make the necessary provisions for access to emergency calling services (such as maintaining a conventional landline phone or wireless phone as a backup means of completing emergency calls). The following characteristics distinguish ESI's E911 service from traditional, legacy, circuit-switched 911 services:

- ESI's E911 service will not function if Customer's ATA or IP phone fails or is not configured correctly or if Customer's ESI service is not functioning for any reason, including, but not limited to, electrical power outage, broadband service outage, or suspension or disconnection of service because of billing or other issues. If there is a power outage, Customer might be required to reset or reconfigure the equipment before being able to use the ESI Services, including for E911 purposes.

- After initial activation of the E911 service and following any change of Customer's physical location, ESI shares and distributes the ANI/location info to the E911 Public Safety Access Points (PSAP). There might be some delay before the local emergency service operator receives the updated automatic number and location information.

- The local emergency service operator receiving ESI E911 emergency service calls might not have a system configured for E911 services or be able to capture and/or retain automatic number or location information. This means that the operator might not recognize the phone number or the physical location of the person associated with the phone number who is making the ESI E911 call.

- Due to technical factors in network design, and in the event of network congestion on the ESI network, there is a possibility that an ESI E911 call will produce a busy signal or will experience unexpected answering wait times and/or take longer to answer than 911 calls placed via traditional legacy, circuit-switched telephone networks.

- If a Customer does not correctly identify the actual location(s) where the ESI equipment will be located at the time emergency services are needed, ESI E911 communications might not be directed to the correct local emergency operator.

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2.4.6. Customer acknowledges and understands that neither ESI nor any of its third party services providers will be liable for any service outage and/or inability to dial 911 or any other emergency telephone number using ESI Services or equipment or to access an emergency service operator due to the 911 dialing characteristics and limitations set forth in this Agreement.

2.5. The communication services provided by third parties rely on software and configuration information that Customer can view and might be able to change. These third party services integrated by ESI will be working at the expected level of service at the time of COS. As the Customer may have access to some or all the provisioning information for the service, any changes to the configuration made by Customer after In-service agreement become the full responsibility of the Customer. ESI is not responsible for making customized changes or for repairing changes introduced by Customer.

2.6. **ESI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ABILITIES OF THE SERVICES PROVIDED BY THIRD PARTIES OR THE MERCHANTABILITY OR FITNESS OF THOSE SERVICES FOR A PARTICULAR PURPOSE.**

2.7. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ESI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER THIRD PARTY SERVICES PROVIDERS WHO FURNISH SERVICES PURSUANT TO THIS AGREEMENT, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911 DIALING.

3. **EQUIPMENT**. To provide the Services, ESI might sell, lease or otherwise provide certain telecommunication and digital connections and links, switches, routers, and other hardware or equipment, including, but not limited to telephones, to Customer (the "**Equipment**"). All Equipment shipments are F.O.B. ESI's facility. ESI's liability for delivery shall cease, and title and all risk of loss or damage shall pass to Customer upon shipment from ESI's facility to Customer. In addition to the other terms and conditions in Section 3, leased Equipment is further subject to Section 3.7 below. All ESI branded equipment will be provided a warranty from the date of purchase to the end of term. All non-branded ESI equipment will be subject to the original manufacturer's warranty from date of purchase. In the event of an accepted warranty claim, Customer shall be eligible for Advance Replacement of the defective item. Pursuant to such warranty, ESI will either repair or replace the Equipment, with new or like-new equipment, in its sole discretion. For warranty claims, Customer shall be required to obtain a Return Material Authorization number, in advance, from ESI to return any Equipment. ESI will pay for standard ground shipping back to the Customer for any items accepted as warranty claims for which a Return Material Authorization number was obtained. Any additional charges for priority or expedited shipping and handling shall be at Customer's sole expense. ESI will provide replacement equipment only if the Equipment is deemed to be defective and covered under the warranty. ESI will not cover replacement for lost, stolen or modified equipment; malfunctions resulting from lightning, fire, accident, neglect, abuse or acts of God; use of improper electrical power; repair of, tampering with or alteration of the Equipment, by anyone other than ESI or its authorized Independent Sales Agent; or any other malfunctions caused by circumstances beyond the control of ESI or an affiliate thereof; or from other than ordinary use of the Equipment. Equipment returned by Customer that is not covered under warranty may be refused by ESI and Customer will be responsible for all return shipping charges. With respect to the Equipment, the parties agree as follows:

3.1. Customer bears the entire risk of loss, theft, destruction or damage to the Equipment, and Customer should consider maintaining insurance that covers each piece of purchased Equipment for the duration of the Term of any bundled Services Agreement. For leased Equipment, Customer is subject to those insurance obligations contained in the Lease Agreement. Loss, theft, destruction or damage to the Equipment does not constitute a Force Majeure condition which could excuse performance by Customer under the

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Agreement and Customer would remain responsible for performance of the Agreement in accordance with its terms.

3.2. Customer should not move, configure, reconfigure, program or otherwise alter the Equipment in any manner that might void the warranty under this Section 3.

3.3. **EXCEPT TO THE LIMITED EXTENT SET FORTH IN THIS SECTION 3, ESI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR A PARTICULAR PURPOSE.**

3.4. ESI shall not be liable to Customer or any other person for direct, indirect, special, incidental or consequential damages arising from Customer's use of the Equipment or from Customer's use of its own equipment even if ESI has consented to such use or for damages based on strict or absolute tort liability or ESI's negligence.

3.5. Customer shall provide appropriate equipment space, environment, ducting and electrical power to enable the Equipment to be installed and maintained and for ESI to provide the Services.

3.6. Customer hereby agrees to comply with the conditions of any license and/or warranty of any Equipment or related software supplied by ESI.

3.7. If Customer elects to lease Equipment in connection with ESI's Services, Customer agrees to pay ESI, its agents, assignees or any other third party designated by ESI ("**Lessor**") for such leased Equipment in accordance with the separate Lease Agreement entered into between Customer and ESI which shall solely govern the terms and conditions related to the lease of the Equipment as a standalone agreement. The terms and conditions of the Lease Agreement may be different from those contained in this Agreement. However, as a standalone agreement, the Lease Agreement shall only control with respect to the Leased Equipment and will not supersede any terms and conditions herein, in the Customer Order Schedule or any other agreement between Customer and ESI with respect to the Services. Customer understands that such lease charges are in addition to amounts due to ESI for Services, which will be billed separately. Warranty for leased Equipment will be provided by ESI hereunder from the first date of Services to the end of the Term so long as Customer is not in default of its agreements. Unless otherwise set forth in the Lease Agreement: (i) Customer shall return any leased Equipment to Lessor at Customer's expense within thirty (30) days after the end the Term; and (ii) Customer bears risk of loss or damage during transit. If loss or damage which is not covered by insurance shall occur, Customer shall be responsible to Lessor for the replacement cost of such leased Equipment, any shipping and handling costs or other costs incurred by ESI, agents or any third party in obtaining or attempting to obtain possession of or reimbursement for such Equipment. The terms and conditions of the Lease Agreement shall survive termination of this Agreement.

4. **BILLING, CHARGES AND PAYMENTS**

4.1. **PAYMENT**. Upon purchase of the Services, Customer will be asked to provide ESI with a valid credit card number from an issuer that is accepted by ESI. Customer authorizes ESI to charge the credit card number provided by Customer for all charges arising from Customer's use of the Services as well as fees related to any disconnection or cancellation of the Services if payment is not made on time. Customer agrees to notify ESI of any change to the credit card information including, but not limited to, changes in account number, expiration date or billing address. ESI shall not be responsible for any charges made by the credit card issuer to Customer's account for exceeding credit limit, insufficient funds or other reasons. Under certain rare circumstances, with prior credit approval by ESI, which will be granted or withheld in ESI's sole discretion, Customer might have the option to pay for all charges by check. If such approval is granted, payment terms are Net 30 days. Customer's account will not be billed until Equipment has shipped. Estimated ship dates are approximate and are not guaranteed.

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4.2. **LATE / NON-PAYMENT**. If any charges for the Services are due but unpaid for any reason including, but not limited to, non-payment or declined credit card charges, ESI may suspend or terminate the Services and all accrued charges shall be immediately due, plus a late fee of the lesser of 1.5% per month or the maximum allowed by law ("Late Fee(s)") accrued from the date of invoice until payment in full is received by ESI. If charges cannot be processed to the credit card and the Customer's account is suspended, the Customer will be charged a fee of twenty-five dollars ($25.00) to reactivate the account. No suspension or termination of the Services or of this Agreement shall relieve Customer from paying any amounts due hereunder. Any account terminated under this Section 4.2 shall be subject to the Early Termination Fee set forth in Section 10 of this Agreement in addition to all charges accrued and unpaid, any Late Fees thereon and all costs and expenses of collection including reasonable legal fees.

4.3. **CREDIT TERMS**. All Services provided to Customer and covered by this Agreement shall at all times be subject to credit approval or review by ESI. Customer will provide such credit information or assurance as is requested by ESI at any time. ESI, in its sole discretion and judgment, may discontinue credit at any time without notice and/or require a deposit or prepayment or automated payment by credit card.

4.4. **BILLING**. ESI will provide Customer with a monthly billing statement sent by electronic mail for all Services provided. Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. All rates and charges will be as provided in the Customer Order Schedule attached to this Agreement, subject to change by ESI as provided herein. Monthly service fees are billed in advance of each month's service including, but not limited to, taxes and other assessments on such Services which are passed through to the Customer. In the event that Services are retroactively charged with any increase in applicable taxes, fees or assessments or become subject to any additional governmental charges of any kind, ESI reserves the right to bill such charges to Customer in its sole discretion and Customer agrees to pay such charges to ESI. Toll charges, any charges based on actual usage and any other applicable charges, including but not limited to taxes and other assessments on such services which are passed through to the Customer, are billed subsequent to the end of each month's service. Billing for monthly service fees commences upon activation of the Services, and the first month's monthly service fee shall be prorated to take into account any partial month that may occur as the result of the date monthly service fees are initiated. ESI and Customer also agree that additional services may be ordered from time to time after the initial installation and commencement of Services. Therefore, additional COS's may be executed and will contain pricing and a full description of the additional services to be provided by ESI. Regardless of the date of execution of the additional COS's, any and all COS's executed between ESI and Customer shall incorporate all of the terms and conditions of this Agreement as updated on the ESI website unless specifically stated otherwise in writing.

4.5. **RATE CHANGES**. ESI may change the prices for the Services and toll charges from time to time. ESI may change prices, plans, taxes or fees without any advance notice. In the event of a change in prices or toll charges, ESI will update the table at www.esi-estech.com/legal under "Cloud Rates Table". International toll calling rates are updated quarterly on the website and no other notice shall be provided for changes to international toll calling rates. A Customer's recurring monthly service fees are locked in for the initial Term of the Agreement and any auto renewal Term.

4.6. **CREDITS**. Customer acknowledges and agrees that the Services are provided "as is, where is." Credit allowances for interruption of the Services shall not be provided.

4.7. **BILLING DISPUTES**. Customer must provide ESI with written notice of any disputed charge(s) within thirty (30) days after the invoice dates listed on the bill or shall be deemed to have waived its right to dispute the charges. The dispute notice shall be sent to billing@esi-estech.com and shall set forth in reasonable detail the information concerning the disputed charges and the reason for the dispute. ESI and Customer will both act in good faith to promptly resolve any dispute. Once resolved, Customer will promptly pay any amounts owed including any Late Fee thereon.

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4.8. **TAXES**. Prices for the Services do not include any customs, duties, sales, use, value added, excise, federal, state, local, public utility, universal service or other similar taxes or assessments. To the maximum extent permitted under applicable law, all such taxes and assessments shall be paid by Customer and will be added to any amounts otherwise charged to Customer unless Customer provides ESI with an appropriate exemption certificate. If any amounts paid for the Services are refunded by ESI, applicable taxes might not be refundable.

5. **TELEPHONE NUMBERS**. Any telephone number provided by ESI ("**Number**") to the Customer shall be considered leased and not sold. Customer shall not use the Number with any device other than the Equipment without the express written permission of ESI. ESI reserves the right to change, cancel or move the Number at its sole discretion. Upon expiration, termination or cancellation of the Services, Customer shall relinquish and discontinue use of any telephone numbers and any voice mail or conference bridge access numbers assigned to Customer by ESI or its third party services providers except as otherwise provided in this Section 5. At ESI's discretion, ESI may release the Number to Customer at the end of the Term and will honor a porting request from another provider pursuant to a Letter of Agency executed by an authorized representative of Customer. ESI shall not be responsible for and Customer hereby expressly waives and releases ESI from any claim for additional costs and expenses incurred by Customer as a result of ESI's exercise of any of the rights granted under this Section 5.

6. **LIMITATIONS ON USE OF SERVICES**.

6.1. **PROHIBITED USES**. Any use of the Services or any other action that causes a disruption in the network integrity of ESI or its third party service providers or other vendors, whether directly or indirectly, including, but not limited to, the introduction of viruses, worms, Trojan horses, e-mail bombs, cancel bots or other similar destructive computer programming routines into the network, is strictly prohibited and could result in termination of the Services at the sole discretion of ESI. Customer understands that neither ESI nor any of its third party service providers or other vendors is responsible for the content of the transmissions that might pass through the Internet and/or the Services. Customer agrees that it will NOT use the Services in ways that violate laws (including but not limited to laws prohibiting transmission of unsolicited fax advertisements), infringe the rights of others, or interfere with the users, Services, or equipment of the network. Customer shall not use or permit others to use the Services in a manner that could interfere with Services provided to others or that could harm the facilities of ESI or others. Such impermissible uses include, but are not limited to: equipment malfunctions, connection of unauthorized equipment, mass calling events, inadequate Customer trunking, excessive non-completed calls, and excessive invalid calls. ESI may, without liability, initiate immediate action including, but not limited to, interruption of Customer's traffic without notice in order to prevent or terminate impermissible uses of Services.

6.2. **REASONABLE BUSINESS USE.** Customer agrees and represents that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer or make a charge for the Services or the Equipment without the advance express written permission of ESI. ESI's Service Plans for business Customers that offer "unlimited" minutes of PSTN calls ("**Unlimited PSTN Plans**") are for reasonable business use of Customer only. ESI defines the reasonable business use by Customer as 2,000 minutes per month per trunk. Such use shall not include certain activities including, but not limited to, any autodialing, "robocalling", continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing (including without limitation charitable or political solicitation or polling), call center operations, junk faxing, fax spamming, calling/faxing any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such a process or any other activity that would be inconsistent with reasonable business usage. Customer represents and warrants that it will not use the Services to transmit unsolicited content and that it has obtained the requisite consent required by any applicable law, rule or regulation to contact recipients using the Services. Customer shall not transmit through the Service any material of any kind or nature that is unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, misleading or inaccurate, constitutes

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"hate speech" or is otherwise objectionable. Customer further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Customer also agrees not to use the Services to transmit any content which infringes or misappropriates the intellectual property of any other person. Any use found to be inconsistent with these restrictions will result in termination of the Services. ESI and its third party service providers shall not be liable for any losses incurred by Customer as a result of such termination and shall be indemnified by Customer against claims brought by any third party as a result of such Prohibited Use(s). ESI reserves the right to immediately terminate or modify the pricing of Services of any Customer using Unlimited PSTN Plans if ESI determines, in its sole discretion, that Customer is not using the Unlimited PSTN Plans for Customer's reasonable business use.

6.3. **FRAUDULENT CALLS**. In the event ESI discovers fraudulent calls being made, or reasonably believes fraudulent calls are being made (including calls the purpose of which is theft or unauthorized usage of Services, misleading or fraudulent communications of any nature, unauthorized use of calling cards, pay-per-call numbers, information service calls, directory assistance calls or any other calls for which ESI is billed that are passed through to Customer for billing to Customer's end users or otherwise), ESI shall notify Customer as soon as reasonably possible after its learns of such potentially fraudulent activity. ESI might also, without any liability to Customer, take immediate action that is reasonably necessary to prevent such Fraudulent Calls from taking place, including without limitation, denying any Services to particular ANIs or terminating any Services to or from specific affected locations. Customer remains solely responsible for all costs, expenses, claims or actions arising from calls the purpose or effect of which is theft or unauthorized usage of Services or misleading or fraudulent communications of any nature.

Customer shall be responsible for the security of Authorization or Security Codes used by Customer or its end users. All calls placed using such Authorization or Security Codes or using facilities owned or controlled by Customer or its end users will be billed to, and must be paid by, Customer.

7. **OPTIONAL PEAK CAPACITY SUPPORT**. Additional call capacity that occasionally exceeds planned call capacity ("**Bursting**") can be provided by ESI as part of certain SIP trunking service packages when SIP Trunks are used in conjunction with an ESI on-premises telephone system. For such Bursting support to be available, certain minimum purchase quantities might apply. If the use of the Bursting Trunks provided exceeds five (5) Peak instances in a calendar month, ESI has the right to require that Customer add additional capacity at normal billing rates defined in the then current Customer Order Schedule. A Peak instance is defined as any day in which busy hour capacity exceeds the number of purchased Trunks and requires the use of additional Bursting Trunk(s).

Bursting is defined specifically as the ability of ESI to provide additional SIP Trunk capacity above and beyond the number of SIP Trunk services purchased monthly as part of the Agreement with the Customer. Bursting Trunks are intended to handle occasional spikes or peaks in call volumes that result in temporary demand or need for additional SIP Trunks on an intermittent or temporary basis. Customers who have an ESI telephone system and purchase capacity equal to the number of SIP Trunks noted in Column 1 with Bursting will receive temporary peak capacity equal to the number of Trunks noted in Column 2.

Column 1 Number of Purchased Trunks	Column 2 Total Number of Trunks provided with Bursting Service
4	5
5	6
6	8
7	9
8	10
9	11

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10	12
11	14
12	15
13	16
14	17
15	19
16	20
17	21
18	22
19	24
20	25

Customers with more than 20 trunks will need to contact their Independent Sales Agent or ESI for a complimentary custom traffic analysis and for the recommended Bursting Capacity required to be provided as part of their Services.

8. **CHANGES TO THE AGREEMENT, SERVICES OR PLAN**. ESI reserves the right to make changes to the terms and conditions of this Agreement. In the event of a change of such terms and conditions, ESI will post the change to the website currently located at https://www.esi-estech.com/legal. Notice will be considered received by Customers on the date shown for the changes posted to the website ("**Change Date**") and no additional notice will be required. Customer reserves the right to cancel this Agreement if the changed provisions impact the Customer's account and Customer finds the change in terms and conditions to be unacceptable. However, a change in international toll rates does not represent a change in terms to the Agreement. Customer may request to add Services at any time, subject to any applicable change of Service fees from the effective date of such change and additional terms and conditions. ESI will bill retroactively, and Customer will pay for any additional fees due from the effective date to the end of the month in which the Service change takes effect.

9. **NOTICE**. If Customer uses the Service after the Change Date and does not send ESI notification of its desire to terminate this Agreement within fifteen (15) days of the Change Date, Customer is deemed to have accepted and consented to the change of terms and conditions of the Service. Any cancellation based on non-acceptance of new terms and conditions of Service must be in writing and received by ESI within fifteen (15) days of the Change Date. Cancellation will be deemed effective at the end of the next month which is at least thirty (30) days after such notice is received by ESI and Service will continue for such period under the old terms and conditions. If Customer does not consent to the change of Service and terminates this Agreement, Customer will be responsible for any sums due hereunder in addition to any applicable disconnection or cancellation fee pursuant to Sections 10 and 18. All notices to ESI must be in writing and shall be either mailed to: ESI, 3701 East Plano Parkway, Suite 300, Plano, TX 75074, or sent by electronic mail to notices@esi-estech.com.

10. **TERMINATION**. Customer agrees to provide ESI at least thirty (30) days written notice of termination except as otherwise provided in Section 9 hereof as a result of a change in terms and conditions. Customer shall be responsible for the full monthly service fee for the month after which the notice of termination of Service is provided to ESI. ESI reserves the right, at its sole discretion, to suspend, terminate or change the Services without advance notice for any reason, including without limitation, misuse of the Services in any way, Customer's breach of this Agreement, Customer's failure to pay any sum due hereunder or any other agreement with ESI, suspected fraud or other activity by Customer that adversely affects the Services, ESI, ESI's network or any other Customer's use of the Services. ESI reserves the right to determine, in its sole discretion, what constitutes misuse of the Services and Customer agrees that ESI's determination is final and binding on Customer. ESI may require an activation fee to change or resume a terminated or suspended account. All current and past due balances for Services must be paid in full upon termination. If Customer chooses to cancel the Services or any portion of the Services prior to the end of the current Term, Customer shall pay all monthly recurring charges which would be due through the end of the current Term including any applicable taxes, assessments or other governmental charges or a disconnection fee of $200 per station/extension, trunk and router, whichever is greater (the "Early Termination Fee") in addition to any additional amounts payable upon

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early termination that are set forth in a COS executed between ESI and Customer. Customer and ESI agree that the Early Termination Fee represents an estimate of actual damages and not a penalty. Certain third-party products and services included in the Services, which might include broadband or other services, may not be eligible for early termination. In such an event, Customer shall be liable for payment of all such third-party products and services until the end of the Term of the Agreement in addition to the Early Termination Fee provided for herein. All such charges will be billed to the Customer as of the effective date of the termination.

11. **PRIVACY**. ESI utilizes the public Internet and third-party networks to provide fax, messaging, voice and video communication services. Accordingly, ESI cannot guarantee the security of fax, messaging, voice and video communications of Customer.

    ESI is committed to respecting the privacy of our Customers. Once the Customer chooses to provide personally identifiable information, ESI will only use this information in the context of the Customer's relationship with ESI which may include certain affiliates or business partners of ESI which offer related goods or services. ESI will not sell, rent, or lease Customer's personally identifiable information to other unrelated parties. Unless required by law or subpoena or if Customer's prior permission is obtained, ESI will only share the personal data Customer provides with other ESI entities and/or business partners that are acting on ESI's behalf to complete the activities described herein or which offer related goods or services. Such ESI entities and/or national or international business partners are governed by ESI's privacy policies with respect to the use of this data. ESI is required to file numerous reports with different administrative bodies. As such, ESI might provide aggregate statistics about customers, sales and traffic patterns. None of these reports or statistics will include personally identifiable information. However, ESI reserves the right to use personally identifiable information to investigate and help prevent potentially unlawful activity that threatens either ESI or any company affiliated with ESI. Moreover, upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, ESI may disclose personally identifiable information without prior permission from the Customer. In order to ensure proper operation of our network and maintain the quality of the Services, ESI will collect certain data about usage of our Services which might include content of communications made using the Services. ESI will not read, listen to or disclose to any third parties any private email, conversations, or other communications that are transmitted using the Services except as required to ensure proper operation of Services, for quality control, to comply with industry guidelines and government regulations including to identify abusive or fraudulent uses or as otherwise authorized by law without your prior consent. ESI's complete Privacy policy, which is subject to change without prior notice to Customer, can be found on the ESI website at https://www.esi-estech.com/legal. A change in ESI's Privacy policy is not a change in Terms or Conditions for the purposes of Sections 8 and 9 of this Agreement.

12. **RETURNS AND ADJUSTMENTS**. No Equipment may be returned by Customer for any reason without prior approval of ESI. All returns shall be in original packaging or equivalent. Customer shall be responsible for all costs related to shipping any Equipment that is being returned to ESI. Any Equipment returned to ESI without a prior Return Material Authorization number and directions for its return or proper packaging may be refused and returned to Customer at Customer's expense.

13. **CUTOVER DATE AND ACCEPTANCE**. For the purposes of this Agreement, "Cutover Date" is defined as the date upon which the installed Equipment is capable of providing substantially all of the basic Services for which such Equipment is intended and such Services are activated. The "Estimated in Service Date" is only an approximate date of when the Equipment will be installed and ready for service. Provider shall not be liable for special, consequential or punitive damages for causes beyond its reasonable control or unforeseen circumstances causing delays in delivery or installation of the Equipment. Customer agrees not to withhold any scheduled payments due to such problems. Customer agrees to pay any remaining payment that is due and shall confirm the Cutover Date by executing a Delivery and Acceptance certificate. It shall be conclusively presumed that Customer's execution of the Delivery and Acceptance certificate confirms Customer's inspection, satisfaction and unqualified acceptance of the Equipment.

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14. **BREACH**. In the event of Customer's breach of the terms of this Agreement, including without limitation, failure to pay any sum due hereunder, Customer shall reimburse ESI for all attorneys' fees and costs and for court, collection and other costs incurred by ESI in the enforcement of ESI's rights hereunder and ESI may keep any deposits or other payments made by Customer.

15. **INDEMNIFICATION**. Customer shall indemnify ESI, its affiliates, officers, directors, licensees and licensors and third party services providers from any and all losses, claims and expenses of whatever nature, including, without limitation, reasonable attorneys' fees, fines, penalties and additional operating costs arising from or relating to Customer's breach of any provision of this Agreement or asserted by third parties against ESI arising from Customer's use of the Equipment or the Services or from any other action or inaction by Customer.

16. **DISCLAIMER OF CERTAIN DAMAGES**. IN NO EVENT SHALL ESI, ITS AFFILIATES, THIRD PARTY SERVICES PROVIDERS OR ITS OTHER VENDORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR ARISING OUT OF OR IN CONNECTION WITH THE TERMINATION OF OR USE OR INABILITY TO USE SERVICES OR PRODUCTS PROVIDED HEREUNDER WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ESI, ITS AFFILIATES, THIRD PARTY SERVICES PROVIDERS OR ITS OTHER VENDORS, STRICT PRODUCT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH PERSON OR ENTITY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

17. **WARRANTY AND LIABILITY LIMITATIONS**. NEITHER ESI NOR ANY OF ITS AFFILIATES, ITS THIRD PARTY SERVICES PROVIDERS OR ITS OTHER VENDORS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER ESI NOR ANY OF ITS AFFILIATES, ITS THIRD PARTY SERVICES PROVIDERS NOR ITS OTHER VENDORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO ESI'S OR CUSTOMER'S TRANSMISSION, FACILITIES OR CUSTOMER PREMISE EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF ESI'S, ITS AFFILIATES, ITS THIRD PARTY SERVICES PROVIDERS' OR ITS OTHER VENDORS' NEGLIGENCE.

    ANY CLAIM AGAINST ESI MUST BE MADE WITHIN THIRTY (30) DAYS OF THE EVENT OF THE CLAIM OR THIRTY (30) DAYS FROM THE TERMINATION OF SERVICE, WHICHEVER IS EARLIER, AND ESI HAS NO LIABILITY THEREAFTER. ESI'S LIABILITY IS LIMITED TO REPAIR, REPLACEMENT, CREDIT OR REFUND. ESI MAY ELECT TO PROVIDE A REFUND IN LIEU OF CREDIT, REPLACEMENT OR REPAIR. ALL WARRANTIES COVER ONLY DEFECTS ARISING UNDER NORMAL USE AND DO NOT INCLUDE MALFUNCTIONS OR FAILURES RESULTING FROM MISUSE, ABUSE, NEGLECT, ACTS OF GOD, ALTERATION, MODIFICATION, IMPROPER INSTALLATION, OR REPAIRS BY ANYONE OTHER THAN ESI OR ITS AUTHORIZED INDEPENDENT SALES AGENT OR RESELLER. IN NO EVENT SHALL ESI'S TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY CUSTOMER TO ESI EXCLUDING ANY TAXES, FEES, ASSESSMENTS OR OTHER GOVERNMENTAL CHARGES WHICH ARE NOT RETAINED BY ESI IN THE PRIOR TWELVE (12) MONTHS FROM DATE OF CLAIM. THE REMEDY STATED HEREIN, IF ANY, IS CUSTOMER'S SOLE REMEDY FOR A BREACH OF WARRANTY. ESI EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

18. **CUSTOMER SATISFACTION GUARANTEE**. If Customer is dissatisfied with ESI's Services and if for any reason Customer wishes to cancel all or part of Customer's Services bundle within thirty (30) days of activation, the Customer may obtain a refund of service and Equipment fees subject to the limitation in Section 24 hereof with respect to certain broadband circuit related equipment. To cancel and obtain a refund, Customer must

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cancel their Service within thirty (30) days of the activation of their account by notifying ESI in writing as provided in Section 10 hereof or by e-mail to notices@esi-estech.com. Returns of Equipment require a Return Material Authorization number and Customer is responsible for return shipping charges. Customer must contact ESI Customer Care to cancel Services and obtain a Return Material Authorization number. Customer must return to ESI any Equipment provided hereunder, undamaged and in good working condition, in its original packaging and with its original content or otherwise will be immediately responsible for paying to ESI an amount equal to the disconnection fee of $200 per station/extension, trunk and router, minus any payments Customer had previously paid specifically for such Equipment. All components, manuals and registration card(s) must be included. Customer will be refunded a disconnection or cancellation fee, if applicable, in a timely manner after ESI receives cancellation notice and any Equipment returned in acceptable condition. Equipment returned without a valid Return Material Authorization number will not be eligible for refund under the Customer Satisfaction Guarantee. Customer must return equipment within seven (7) days of cancellation. The Customer Satisfaction Guarantee will not be issued if all of the above requirements are not met.

In the event of a cancellation under this Customer Satisfaction Guarantee, Customer is responsible to pay for all long distance, directory assistance and other call charges based on usage which have already been incurred, any one-time fees for set up, installation, expediting, porting and similar items and all regulatory or other assessments and pass-throughs thereon.

19. **EXPORT COMPLIANCE**. Customer agrees to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Services. Customer agrees to comply with applicable local, state and federal regulations governing the locality in which the Equipment and Services are used.

20. **WEB PORTAL DISCONTINUANCE**. Upon expiration, cancellation or termination of the Services, Customer shall relinquish and discontinue use of any telephone numbers, voice mail or conference bridge access numbers and/or web portals assigned to Customer by ESI or its third party services providers unless ESI receives a Letter of Agency duly executed by Customer from another provider which requests the porting of such numbers.

21. **SURVIVAL**. The provisions of Sections 2, 3, 4, 5, 10, 11, 14, 15, 16, 17, 18, 20, 22, 23,24, 25, and 26 shall survive any termination of this Agreement.

22. **FORCE MAJEURE (EVENTS BEYOND OUR CONTROL)**. ESI shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, hurricanes, earthquakes, accident, prolonged losses of utilities, including but not limited to electricity or communications, riot, acts of war or terrorism, government intervention, pandemic or other type of public health emergency or related restrictions such as quarantine, embargoes, strikes, labor difficulties, equipment failure, technology attacks, late delivery by suppliers or inability to obtain critical materials or supplies, changes in laws or regulations or compliance with any governmental law, regulation, order, rule or restriction, whether lawful or unlawful, or other difficulties of ESI as might occur in spite of ESI's commercially reasonable efforts.

23. **GOVERNING LAW / RESOLUTION OF DISPUTES**.

23.1. **MANDATORY ARBITRATION**. EXCEPT AS NOTED BELOW, CUSTOMER AND ESI WILL ARBITRATE ANY DISPUTES OR CLAIMS IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OR THE PROVISION OF SERVICES OR PRODUCTS TO CUSTOMER, INCLUDING ANY BILLING DISPUTES ("**CLAIMS**"). CLAIMS SHALL BE SUBMITTED TO FINAL, BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**"). THIS AGREEMENT TO ARBITRATE ALSO REQUIRES CUSTOMER TO ARBITRATE CLAIMS AGAINST OTHER PARTIES RELATING TO SERVICES OR PRODUCTS PROVIDED, INCLUDING THE EQUIPMENT, OR BILLED TO CUSTOMER IF CLAIMS ARE ASSERTED AGAINST ESI IN THE SAME PROCEEDING. ARBITRATION WILL BE CONDUCTED UNDER THE AAA'S PUBLISHED COMMERCIAL ARBITRATION RULES AND SUPPLEMENTAL PROCEDURES FOR CONSUMER RELATED DISPUTES, WHICH ARE AVAILABLE BY CALLING THE AAA AT 800-778-7879 OR VISITING ITS WEBSITE AT www.adr.org.

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23.2. **DISPUTES**. Customer and ESI agree that the prevailing party shall be entitled to recover its fees, costs, and expenses, including those for any attorneys, experts, and witnesses. The AAA Supplemental Procedures for Consumer Related Disputes provide that unless a hearing is requested, disputes will be resolved based on written submissions and no personal appearance is required. If Customer requests an arbitration hearing, that hearing will take place either telephonically, via Zoom or a similar service or in Plano, Texas. As a limited exception to the agreement to arbitrate, Customer and ESI agree that: (a) Customer may file Claims in small claims court in Collin County, Texas, if the Claims qualify for hearing by such court; (b) if Customer fails to timely pay amounts due, ESI may assign the account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due debt and other charges under the Agreement and any interest or cost of collection permitted by law or this Agreement; and (c) any Claim filed as a class action is not subject to arbitration but instead must be filed in the Collin County District Court or in the United States District Court for the Northern District of Texas.

23.3. **PRE-FILING NOTICE OF CLAIM**. BEFORE INSTITUTING ARBITRATION OR SUIT, CUSTOMER AGREES TO PROVIDE ESI WITH AN OPPORTUNITY TO RESOLVE THE CLAIM BY SENDING A WRITTEN DESCRIPTION OF THE CLAIM TO ESI AT billing@esi-estech.com. IF ESI IS NOT ABLE TO RESOLVE THE CLAIM WITHIN THIRTY (30) DAYS OF RECEIPT OF NOTICE, THEN CUSTOMER OR ESI MAY INITIATE ARBITRATION OR SUIT AS DESCRIBED IN SECTIONS 23.1 AND 23.2. All claim notices should be sent to: Director of Customer Service, ESI, 3701 East Plano Parkway, Suite 300, Plano, TX 75074 or claims@esi-estech.com.

23.4. **GOVERNING LAW**. The Agreement and the relationship between Customer and ESI shall be governed by the laws of the State of Texas without regard to its conflicts of law's provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason, Customer and ESI hereby consent to submit to the personal and exclusive jurisdiction of the courts within the state of Texas, to the extent possible in Collin or Dallas Counties, and waive any objection as to venue or inconvenient forum. The failure of ESI to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred except for claims for non-payment brought by or on behalf of ESI which are subject to the applicable Texas statute of limitations.

24. **BROADBAND ACCESS SERVICE**. If ESI supplies broadband access services to Customer in conjunction with other communications services offered, Customer will be responsible to ESI for all charges from the underlying broadband access service provider including any setup charges incurred prior to activation and termination charges incurred after this Agreement has ended. Customer understands and agrees that such Broadband Access Service shall be subject to any applicable terms, conditions and policies of ESI's services provider in addition to those contained in this Agreement and any Customer Order Schedules (COS). Those additional terms and conditions will be separately provided to any Customer who orders Broadband Access Service.

In the event that ESI is supplying broadband access services, Customer hereby authorizes ESI to begin the process of activating service including providing the broadband access circuit to Customer's location(s).

Customer confirms that Customer will be responsible for broadband access service charges even if: a) Customer delays activation of Customer's services; b) Customer terminates this Agreement; c) Customer is unable to lease or obtain necessary Equipment; or d) if Customer takes any other action that would cause ESI to incur broadband access service charges as a result of this order. Any and all network hardware installed for operation of the broadband circuit shall be purchased by the Customer. In the event of cancellation of this Agreement pursuant to the Customer Satisfaction Guarantee in Section 18, such network hardware for the operation of the

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broadband circuit shall only be returnable with the express written consent of ESI and, in some cases, might not be refundable.

25. **SOFTWARE COPYRIGHT**. Any software used by ESI to provide the Services and any software provided to Customer in conjunction with providing the Services are protected by copyright law and international treaty provisions. Customer may not copy, alter, modify or reverse engineer the software or any portion of it. To the extent applicable to the Services being provided to Customer, all such software is subject to the ESI Software License Agreement, as amended from time to time, which is posted on the ESI website.

26. **ASSIGNMENT**. ESI may assign this Agreement and any related agreement between Customer and ESI without Customer's prior consent and all of ESI's rights, title and interest herein shall insure to the benefit of such assignee, its successors and assigns. Customer shall not assign, without the prior written consent of ESI, which shall not be unreasonably withheld, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement and such purported assignment or transfer shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. **PLACE OF PERFORMANCE**. The Services are maintained and performed in the United States of America. By using the Services, Customer agrees that the Services, the terms and conditions thereof and our policies, including, but not limited to the Privacy Policy, will be governed by the laws of the United States of America. Customer hereby authorizes the export of any personally identifiable information, anywhere in the world, and the use thereof by ESI and its vendors, contractors, Independent Sales Agents and Resellers to the extent reasonably necessary to perform the Services and as otherwise provided by this Agreement.

28. **ENTIRE AGREEMENT**. The terms and conditions of this Agreement, located at https://www.esi-estech.com/legal, along with the rates posted to the ESI Knowledgebase on the Support website currently located at http://support.esi-estech.com/, and any additional terms and conditions in any related Customer Order Schedule and accompanying or incorporated documents or agreements constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services.

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Certificate Of Completion

Envelope Id: E0FB5665-93AD-4C15-9583-B96E5D84D83E
Status: Sent
Subject: Please DocuSign: Yellow-CRS-Electronic Routing.pdf
Source Envelope:
Document Pages: 29
Signatures: 6
Certificate Pages: 3
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Jennifer Duncan
200 N Second St
Saint Charles, MO, MO 63301
jennifer.duncan@stcharlescitymo.gov
IP Address: 35.130.51.195

Record Tracking

Status: Original
10/30/2025 1:41:04 PM
Holder: Jennifer Duncan
jennifer.duncan@stcharlescitymo.gov
Location: DocuSign

Signer Events	Signature	Timestamp
F. Chad Shepherd Chad.Shepherd@stcharlescitymo.gov Director, Innovation & Technology City of Saint Charles, MO Security Level: Email, Account Authentication (None)	Signed by: D608F16214CF4BE... Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 10/30/2025 1:52:56 PM Viewed: 10/30/2025 1:54:36 PM Signed: 10/30/2025 1:55:10 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Willie Hantack William.Hantack@stcharlescitymo.gov Audit & Accounting Manager City of Saint Charles, MO Signing Group: Senior Financial Analysts Security Level: Email, Account Authentication (None)	DS Signature Adoption: Uploaded Signature Image Using IP Address: 35.130.51.195	Sent: 10/30/2025 1:55:22 PM Viewed: 10/30/2025 3:29:30 PM Signed: 10/30/2025 3:29:53 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Paul Feldmann paul.feldmann@stcharlescitymo.gov Purchasing Manager City of Saint Charles, MO Security Level: Email, Account Authentication (None)	Signed by: CA2B397B773142A... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/30/2025 3:29:57 PM Viewed: 10/30/2025 3:34:08 PM Signed: 10/30/2025 3:35:03 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mary Ann Ohms maryann.ohms@stcharlescitymo.gov City of Saint Charles, MO Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/30/2025 3:35:05 PM Viewed: 10/30/2025 4:22:00 PM Signed: 10/30/2025 4:23:03 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Holly Magdziarz holly.magdziarz@stcharlescitymo.gov City Attorney City of Saint Charles, MO Signing Group: LEGAL REVIEW Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Holly Magdziarz 25D56664397942C... Signature Adoption: Uploaded Signature Image Using IP Address: 24.171.100.32	Sent: 10/30/2025 4:23:06 PM Viewed: 10/30/2025 5:52:25 PM Signed: 10/30/2025 5:52:41 PM
Jennifer O'Connor jennifer.oconnor@stcharlescitymo.gov Director of Finance City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Jennifer O'Connor C5FB3E8A40BE40D... Signature Adoption: Pre-selected Style Using IP Address: 35.130.51.195	Sent: 10/30/2025 5:52:45 PM Viewed: 10/31/2025 8:03:50 AM Signed: 10/31/2025 8:04:07 AM
Lawrence S. Dobrosky, Jr. lawrence.dobrosky@stcharlescitymo.gov Director of Administion City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Lawrence S. Dobrosky, Jr. 3E05A81A58094AA... Signature Adoption: Pre-selected Style Using IP Address: 172.58.165.47	Sent: 10/31/2025 8:04:11 AM Viewed: 10/31/2025 10:16:22 AM Signed: 10/31/2025 10:16:45 AM
Emily B. Galantowicz emily.galantowicz@stcharlescitymo.gov Assistant City Clerk City of Saint Charles, MO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 10/31/2025 10:16:48 AM Viewed: 10/31/2025 10:24:05 AM
Daniel J. Borgmeyer dan.borgmeyer@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kim Hudson kimberly.hudson@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
City Clerk - Assign Contract # Signing Group: City Clerk - Assign Contract # Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Carla Bray carla.bray@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/31/2025 8:04:10 AM Viewed: 10/31/2025 8:34:44 AM
Amy Milstead amy.milstead@stcharlescitymo.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/30/2025 1:52:56 PM

Payment Events	Status	Timestamps

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 11/4/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): N/A **Sponsor(s):** N/A

Description:
Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law (Parks Department)

Contract Extension/Renewal: Yes ☐ No ☑
Information Paper Attached: Yes ☐ No ☑

Staff Recommendation: Approve ☐ Disapprove ☐
Board/Committee/Commission Recommendation: Approve ☐ Disapprove ☐

Summary:
Attached are listings of records which may be disposed of pursuant to the Missouri Records Manual and State Records Retention Law. (Records Destruction Form)

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: _____ **N/A** _____
Account #: N/A
Project #: N/A

RCA Prepared by City Clerk Staff: CEK
On Behalf of Council Member(s): NA
Dept. Dir. _____

Docusign Envelope ID: 46B39C02-089E-46D8-A5ED-85E056E74C92

RECORDS DESTRUCTION FORM

Purge Date: _____ *(to be completed by City Clerk staff)*
Department: Parks & Recreation Department

DATE	*SECTION USED TO DETERMINE RETENTION SCHEDULE*	*NAME OF RECORDS*	*YEAR(S) OF RECORDS*	*MINIMUM RETENTION PERIOD*
10/17/2025	GS 007	Accounts Payable	2010 - 2018	COA
10/17/2025	GS 008	Accounts Receivable	2023	COA
10/17/2025	GS 055	Bid Records	1998-1999	5 YEARS

CEK 10-21-25

GS = General Schedule
COA = Completion of Audit
MRRS = Municipal Record Retention Schedule

Submitted by: Chris Atkinson Date: 10/17/2025

Approved by: Maralee Britton Date: 10/17/2025
Printed Name

Approved by: DocuSigned by: Maralee Britton 39A939B89B544DA...
Signature

Revised: 07/15/2022

Docusign Envelope ID: 46B39C02-089E-46D8-A5ED-85E056E74C92

Resolution No. 4 - 2025
St. Charles Parks & Recreation Board

A Resolution authorizing destruction of certain Parks and Recreation Department documents listed below.

Be it resolved by the Parks and Recreation Board of the City of St. Charles, Missouri as follows:

The following Parks and Recreation documents are authorized to be destroyed.

Name of Record	**Year(s) of Record**	**Retention Period**
Accounts Payable	2010 - 2018	GS 007 - COA
Accounts Receivable	2023	GS 008 - COA
Bid Records	1998 – 1999	GS 055 – 5 YEARS

The Director of Parks and Recreation and/or their designee are hereby authorized to destroy the documents.

Date Approved by Parks and Recreation Board 10/15/2025

10/15/25
Sandy Bichel, President Date
St. Charles Parks & Recreation Board

10/15/25
Larry Muench Date
Vice President

Attest:
10/15/25
Maralee M. Britton, Date
Director of Parks & Recreation

Certificate Of Completion

Envelope Id: 46B39C02-089E-46D8-A5ED-85E056E74C92
Subject: Complete with Docusign: Document Destruction Form Parks
Source Envelope:
Document Pages: 2
Certificate Pages: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Chris Atkinson
200 N Second St
Saint Charles, MO, MO 63301
chris.atkinson@stcharlesparks.com
IP Address: 75.36.183.129

Record Tracking

Status: Original
10/21/2025 3:31:43 PM

Holder: Chris Atkinson
chris.atkinson@stcharlesparks.com

Location: DocuSign

Signer Events	Signature	Timestamp
Maralee Britton maralee.britton@stcharlesparks.com Director of Parks & Recreation City of Saint Charles, MO Security Level: Email, Account Authentication (None)	DocuSigned by: Maralee Britton 39A939B89B544DA...	Sent: 10/21/2025 3:32:33 PM Viewed: 10/21/2025 3:38:37 PM Signed: 10/21/2025 3:38:45 PM
	Signature Adoption: Pre-selected Style Using IP Address: 75.36.183.129	

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/21/2025 3:32:33 PM
Certified Delivered	Security Checked	10/21/2025 3:38:37 PM
Signing Complete	Security Checked	10/21/2025 3:38:45 PM
Completed	Security Checked	10/21/2025 3:38:45 PM

Payment Events	Status	Timestamps

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 11/4/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): N/A **Sponsor(s):** N/A

Description:
Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law (Finance Department)

Contract Extension/Renewal: Yes ☐ No ☑
Information Paper Attached: Yes ☐ No ☑

Staff Recommendation: Approve ☐ Disapprove ☐
Board/Committee/Commission Recommendation: Approve ☐ Disapprove ☐

Summary:
Attached are listings of records which may be disposed of pursuant to the Missouri Records Manual and State Records Retention Law. (Records Destruction Form)

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: _____ **N/A** _____
Account #: N/A
Project #: N/A

RCA Prepared by City Clerk Staff: CEK
On Behalf of Council Member(s): NA
Dept. Dir.: _____

RECORDS DESTRUCTION FORM

Purge Date: _____ *(to be completed by City Clerk staff)*
Department: Finance

DATE	*SECTION USED TO DETERMINE RETENTION SCHEDULE*	*NAME OF RECORDS*	*YEAR(S) OF RECORDS*	*MINIMUM RETENTION PERIOD*
10/15/2025	GS040	Grant Records-CDBG Draws	2004,2009,2011-2015,2017-2020	3 years
10/15/2025	GS006	Subsidiary Ledgers	1988-1996,1999-2002,2004	Completion of Audit
10/16/2025	GS007	Accounts Payable	2002-2010	Completion of Audit
10/16/2025	GS010	Bank Reconciliation	2023,2010,2011	Completion of Audit + 1 year
10/16/2025	GS054	Fixed Asset Inventory	1998-2000, 2001-2002	Completion of Audit

CA 10-21-25

GS = General Schedule
COA = Completion of Audit
MRRS = Municipal Record Retention Schedule

Submitted by: Jennifer O'Connor Date: 10-21-25

Approved by: Jennifer O'Connor Date: 10-21-25
Printed Name

Approved by: Jennifer O'Connor
Signature

Revised: 5/11/2015

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 11/4/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): N/A **Sponsor(s):** N/A

Description:
Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law (Administration Department)

Contract Extension/Renewal: Yes ☐ No ☑
Information Paper Attached: Yes ☐ No ☑

Staff Recommendation: Approve ☐ Disapprove ☐
Board/Committee/Commission Recommendation: Approve ☐ Disapprove ☐

Summary:
Attached are listings of records which may be disposed of pursuant to the Missouri Records Manual and State Records Retention Law. (Records Destruction Form)

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: N/A
Account #: N/A
Project #: N/A

RCA Prepared by City Clerk Staff: CEK
On Behalf of Council Member(s): NA
Dept. Dir.

RECORDS DESTRUCTION FORM

Purge Date: _____ *(to be completed by City Clerk staff)*
Department: Administration

DATE	*SECTION USED TO DETERMINE RETENTION SCHEDULE*	*NAME OF RECORDS*	*YEAR(S) OF RECORDS*	*MINIMUM RETENTION PERIOD*
10/17/2025	GS 040	Grant Records Fife and Drum	2017-2018	3 years

CCC 10-21-25

GS = General Schedule
COA = Completion of Audit
MRRS = Municipal Record Retention Schedule

Submitted by: Crystal M. Mischeaux Date: 10/21/2025

Approved by: Lawrence Dobrosky Date: 10/21/2025
Printed Name

Approved by: _____
Signature

Revised: 5/11/2015

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 11/4/2025
Regular ☑ Special ☐ Comm. of Whole ☐
ATTACHMENT: YES ☑ NO ☐
Report ☑ Resolution ☐ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): N/A **Sponsor(s):** N/A

Description:
Report of the City Clerk Relative to Disposal of Various Records Pursuant to the Missouri Records Manual and State Records Retention Law (Municipal Courts)

Contract Extension/Renewal: Yes ☐ No ☑
Information Paper Attached: Yes ☐ No ☑

Staff Recommendation: Approve ☐ Disapprove ☐
Board/Committee/Commission Recommendation: Approve ☐ Disapprove ☐

Summary:
Attached are listings of records which may be disposed of pursuant to the Missouri Records Manual and State Records Retention Law. (Records Destruction Form)

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: _____ **N/A** _____
Account #: N/A
Project #: N/A

RCA Prepared by City Clerk Staff: CEK
On Behalf of Council Member(s): NA
Dept. Dir.: _____

IN THE 11TH JUDICIAL CIRCUIT, ST. CHARLES COUNTY, MISSOURI

Division:

☐ Circuit/No.11 ☐ Probate/No. _____

☒ Municipal City of St. Charles Municipal Division

Contact Person: Miranda Scott

Phone Number: 636-896-1594

Email: miranda.scott@stcharlescitymo.gov

(Date File Stamp)

Order of Destruction

Court Operating Rule 8 authorizes the presiding judge of the circuit court or the chair of the fine collection center advisory committee to issue orders of destruction of paper, microfilm or electronic records of the court, or center, respectively, which have met the retention schedules pursuant to the provisions of Court Operating Rule 8. All requirements under Court Operating Rule 8 have been satisfied.

The records listed below are not required to be transferred to the Missouri State Archives.

It is ordered that Miranda Scott (appointing authority) destroy the records described below.

Book or Case Number Series	Record/Book Title or Case Type	Retention/Dates of Cases/Books	Type
Box 1-2-A-Z	8.04.6(b)(1): Case resulting in dismissal (of all charges) Charging document, amendments to the charging document, docket or backer sheet, and disposition	Three years after case disposed. 01/01/1992-12/31/1993 Note: Records for the years above did not have sequential series.	paper

The open case records are to be destroyed by ☐ burning ☒ shredding ☐ other: _____.

10/27/25
Date

Presiding Judge or Chair of the FCC Advisory Committee Signature

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 11/4/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☑ Ordinance ☐

Bill # N/A

Request for Council Action

Ward(s): All **Sponsor(s):** All members of City Council

Description:
A RESOLUTION WAIVING UTILITY LATE FEES AND INTEREST AND SUSPENDING UTILITY SERVICE DISCONNECTIONS FOR RESIDENTIAL CITY CUSTOMERS FOR NOVEMBER AND DECEMBER 2025 DUE TO THE SNAP FUNDING LAPSE

Contract Extension/Renewal: Yes ☐ No ☑
Information Paper Attached: Yes ☐ No ☑

Staff Recommendation: Approve ☑ Disapprove ☐
Board/Committee/Commission Recommendation: Approve ☐ Disapprove ☐

Summary:
A RESOLUTION WAIVING UTILITY LATE FEES AND INTEREST AND SUSPENDING UTILITY SERVICE DISCONNECTIONS FOR RESIDENTIAL CITY CUSTOMERS FOR NOVEMBER AND DECEMBER 2025 DUE TO THE SNAP FUNDING LAPSE

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: $ 0.00 **N/A**
Account #: N/A
Project #: N/A

RCA prepared by: C Bray Dept. Dir. CJ Finance Dir. JAO Dir. of Admin. D

Resolution No. _____

Sponsors: Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh and Steve Hollander

A RESOLUTION WAIVING UTILITY LATE FEES AND INTEREST AND SUSPENDING UTILITY SERVICE DISCONNECTIONS FOR RESIDENTIAL CITY CUSTOMERS FOR NOVEMBER AND DECEMBER 2025 DUE TO THE SNAP FUNDING LAPSE

WHEREAS, the City of St. Charles recognizes that the health, safety, and welfare of its residents are of paramount concern to the Mayor and City Council; and

WHEREAS, the City provides essential utility services—including water, wastewater, and sanitation—that are critical to maintaining public health, hygiene, and safety; and

WHEREAS, the federal Supplemental Nutrition Assistance Program ("SNAP") provides essential food assistance to low-income individuals and families, and any lapse or interruption in that program disproportionately impacts vulnerable residents; and

WHEREAS, the United States Department of Agriculture has announced that no SNAP benefits will be issued on November 1, 2025; and

WHEREAS, SNAP recipients receive an average of $187 a month on a prepaid card, and many families rely on those benefits as their main source of money for food; and

WHEREAS, SNAP recipients are among our community's most vulnerable residents, and no person or family should have to forego buying food in order to pay their utility bills because of a temporary lapse in federal funding; and

WHEREAS, it is anticipated that once the funding lapse ends, SNAP benefits will be paid retroactively, thereby restoring program benefits for those affected; and

WHEREAS, many residents who rely on SNAP benefits face increased financial strain and may be temporarily unable to meet utility payment deadlines during the lapse; and

WHEREAS, it is in the public interest for the City to take reasonable steps to prevent additional hardship during this period, including avoiding the accrual of late fees and ensuring continuity of essential utility services; and

WHEREAS, temporarily waiving late fees and suspending utility disconnections will help ensure that all residents maintain access to clean water and sanitation, and do not need to choose between buying food or paying their utility bills, thereby protecting public health and supporting community stability; and

WHEREAS, although the intent of this action is to support residents affected by the lapse in SNAP benefits, the City finds that for purposes of administrability, fairness, and

equity, the temporary pause on late fees and disconnections should apply uniformly to all residential utility customers, rather than requiring verification of SNAP participation; and

WHEREAS, the City Council finds that such temporary relief is a necessary and compassionate measure to safeguard the wellbeing of all families and individuals in our community, especially those affected by the SNAP funding lapse.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, AS FOLLOWS:

SECTION 1. For all non-commercial City resident customers, no late payment penalties, interest, or other fees for untimely payment shall be assessed for water and sewer utility accounts during the months of November and December 2025.

SECTION 2. Suspension of Disconnections. No City residential utility service shall be disconnected due to nonpayment or delinquency during the months of November and December 2025.

SECTION 3. This Resolution shall become effective upon its passage and approval.

_____	_____
Date Passed	Michael Galba, Presiding Officer
_____	_____
Date Approved by Mayor	Daniel J. Borgmeyer, Mayor
Approved as to Legal Form:	Attest:
_____	_____
Holly Magdziarz, City Attorney Date	Kimberly Hudson, City Clerk

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14017

Request for Council Action

Ward(s): 5 **Sponsor(s):** Denise Mitchell

Description:
An Ordinance accepting the sanitary sewers, storm sewers, water mains at Oakleigh Park Addition. Streets and street lights are private.

Contract Extension/Renewal: Yes ☐ No ☑
Information Paper Attached: Yes ☑ No ☐

Staff Recommendation: Approve ☑ Disapprove ☐
Board/Committee/Commission Recommendation: Approve ☐ Disapprove ☐

Summary:
Per section 405.220 of the City Code of Ordinances, the City of St. Charles is requesting the acceptance of the sanitary sewers, storm sewers and water mains Oakleigh Park Addition. Streets and street lights are private.

-Approximately 1,221 feet sanitary sewer
15 sanitary manholes
-Approximately 293 feet storm sewer
5 storm structures
-Approximately 1,398 feet water main
2 fire hydrants

The utilities being requested for acceptance have been inspected by City staff and meet the requirements for acceptance by the City of St. Charles.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: $ 0.00 **N/A**
Account #: N/A
Project #: N/A

RCA prepared by: JP Dept. Dir. OM Finance Dir. JAO Dir. of Admin. J

Bill No. 14017 Ordinance No. _____

Sponsor: Denise Mitchell

AN ORDINANCE AUTHORIZING ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSISTING OF SANITARY SEWER AND MANHOLES, STORM SEWERS AND STRUCTURES, AND WATER MAIN AND HYDRANTS AT THE OAKLEIGH PARK ADDITION, AND AUTHORIZING RELEASE OF SECURITY RELATED THERETO.

Be it Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. Approximately 1,221 linear feet of sanitary sewer, 15 sanitary manholes, approximately 293 linear feet of storm sewer, 5 storm structures, and approximately 1,398 linear feet of water main, 2 fire hydrants at the Oakleigh Park Addition are accepted pursuant to Code of Ordinances Section 405.220.

SECTION 2. The release of one-hundred percent (100%) of the security guaranteeing completion of the improvements described in Section 1 is authorized. No part of the maintenance security shall be released.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 10/8/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

T:\ORDINANCES\ORDINANCES\Public Improvements Acceptance\Oakleigh Park Addition (7-23-2025).doc

Oakleigh Park Subdivision Addition

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14018

Request for Council Action

Ward(s): All **Sponsor(s):** Bart Haberstroh

Description:
AN ORDINANCE AMENDING ORD #24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #10).

Contract Extension/Renewal: Yes ☐ No ☑
Information Paper Attached: Yes ☑ No ☐

Staff Recommendation: Approve ☑ Disapprove ☐
Board/Committee/Commission Recommendation: Approve ☐ Disapprove ☐

Summary:
The Mayor is recommending that City Council give favorable consideration to the tenth budget amendment for the year 2025.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: N/A N/A
Account #: Multiple - Please see details in Bill
Project #:

RCA prepared by: js Dept. Dir. JAO Finance Dir. JAO Dir. of Admin. C

Bill No. 14018 Ordinance No._____

Sponsor: Bart Haberstroh

AN ORDINANCE AMENDING ORDINANCE NUMBER 24-154 BY AMENDING CERTAIN REVENUE, EXPENDITURE, AND FUND BALANCE ACCOUNTS FOR THE BUDGET FOR THE FISCAL YEAR 2025 (BUDGET AMENDMENT #10)

Whereas, the Mayor has recommended to the City Council that the 2025 Budget of the City of Saint Charles, Missouri, be amended in accordance with the following revisions; and

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as follows:

SECTION 1. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following revenue accounts by the following amounts:

Account Number	Description	Amount	Project
100-199-199-450050	Other Revenue Opioid	$65,000.00	
410-199-199-450911	Contribution Revenue	$40,000.00	
410-199-199-511001	Proceeds Sale of Assets	$21,500.00	

SECTION 2. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following revenue accounts by the following amounts:

Account Number	Description	Amount	Project
	NONE		

SECTION 3. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following expenditure accounts by the following amounts:

Account Number	Description	Amount	Project
218-380-851-872102	Building Improvements	$14,380.00	25SCCC0004
100-110-111-733099	Other Professional Services	$65,000.00	
410-191-114-872102	Building Improvements	$40,000.00	
410-220-131-874005	Specialized Equipment	$21,500.00	25PSPOL012
219-199-199-873199	Other Improvements	$90,000.00	
215-500-572-743014	Repair & Maintenance Sewer Line	$150,000.00	

SECTION 4. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following expenditure accounts by the following amounts:

Account Number	Description	Amount	Project
	NONE		

SECTION 5. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by increasing the following fund balance accounts by the following amounts:

Account Number	Description	Amount	Project
	NONE		

SECTION 6. Ordinance Number 24-154 adopting the budget of the City of St. Charles, Missouri, for the fiscal year 2025, is hereby amended by decreasing the following fund balance accounts by the following amounts:

Account Number	Description	Amount	Project
218-199-199-321001	Tourism Fund Balance	$14,380.00	
215-199-199-321001	Sewer Lateral Fund Balance	$150,000.00	
219-199-199-321001	Main Street SBD Fund Balance	$90,000.00	

SECTION 7. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

_____ _____

Date Passed Michael Galba, Presiding Officer

_____ _____

Date Approved by Mayor Daniel J. Borgmeyer, Mayor

Approved as to Form: Attest:

Holly Magdziarz 10/15/2025 _____

Holly Magdziarz, City Attorney Date City Clerk

October 21, 2025

To: Members of City Council

From: Finance Department

SUBJECT: Proposed Amendment to the 2025 Budget
Budget Amendment# 10

The following budget amendment summary is presented for your consideration.

VIDEO MANAGEMENT SYSTEM

- The Convention Center must replace the additional equipment for the completion of the installation of the new Genetec Camera System. The current cabling can not be reused due to the age and condition. In addition, the workstation is incompatible with the new equipment and must be replaced. We are requesting to use $14,380.00 in Tourism Fund balance to complete this installation.

OPIOID SETTLEMENT FUNDS

- The Opioid Task Force has made 3 recommendations to begin using the settlement funds the City has received. These recommendations have been reviewed and approved by Legal. We are requesting to use Opioid Settlement Funds for the following:
  - Addiction is Real - $5,000.00
  - LIV Recovery - $50,000.00
  - Community Council (for Coordinated Entry) - $10,000.00

DONATION

- The EDC originally received a $40,000.00 from Bob Millstone that they will be unable to use. Mr. Millstone has now requested these funds be transferred to the City to use for the new City Centre Complex. We are requesting an increase of $40,000.00 in Donation Revenue and a corresponding increase in Building Improvements.

POLICE RADIOS

- The Police Department sold radios for $21,500.00. We are requesting to use these funds towards the purchase of LPR Licenses.

MAIN STREET SPECIAL BUSINESS DISTRICT

- At the last few Main Street SBD meetings, the Board approved to utilize $90,000.00 of fund balance towards two new projects, specifically $50,000.00 for maintenance and repairs to existing Main Street trash cans and $40,000 for Public Works to utilize when bidding new holiday lights. We are requesting the use of fund balance to increase other improvement expenses by $90,000.00.

FUND BALANCE

- The Public Works Department is requesting an additional $150,000.00 in fund balance to cover the cost of sewer lateral line repairs for the remainder of the year. We have already expensed $523,590.88 this year.

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14019

Request for Council Action

Ward(s): All **Sponsor(s):** All Councilmembers

Description:
An ordinance authorizing a Service Contract Agreement between Relativity, Inc. and the Center for Advanced Skills Training in Law Enforcement (CASTLE) which is a joint operation between the City of St. Charles and the City of O'Fallon.

Contract Extension/Renewal: Yes ☐ No ☑
Information Paper Attached: Yes ☑ No ☐

Staff Recommendation: Approve ☐ Disapprove ☐
Board/Committee/Commission Recommendation: Approve ☐ Disapprove ☐

Summary:
The purpose of this Agreement is to set forth the terms under which Relativity, Inc. will furnish the Agencies with access, service, support and upgrade protection for the Relativity TEAMS application: a Training, Education, Accounting, Management, and Scheduling system. This Agreement shall be valid for three (3) years and each City shall contribute $10,000.00 per year for a total of $30,000.00.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: $ 30,000.00 **N/A** ☐

Account #:

Project #:

RCA prepared by: SMM Dept. Dir. Finance Dir. Dir. of Admin.

Bill No. 14019 Ordinance _____

Sponsors: Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh, Steve Hollander

AN ORDINANCE AUTHORIZING A SERVICE CONTRACT AGREEMENT BY AND BETWEEN RELATIVITY, INC., THE CENTER FOR ADVANCED SKILLS TRAINING IN LAW ENFORCEMENT (CASTLE), THE CITY OF ST. CHARLES, AND THE CITY OF O'FALLON

WHEREAS, pursuant to the attached Service Contract Agreement, Relativity, Inc. will provide access, service, support and upgrade protection to the company's Training, Education, Accounting, Management and Scheduling ("TEAMS") system to the St. Charles Police Department; and

WHEREAS, the contract is between Relativity, Inc., the City of St. Charles, the City of O'Fallon, and the Center for Advanced Skills Training in Law Enforcement (CASTLE), all of which are sharing the costs for the TEAMS system equally and are able to use its services; and

WHEREAS, the Center for Advanced Skills Training in Law Enforcement (CASTLE) is a joint operation between the City of St. Charles and the City of O'Fallon; and

WHEREAS, this agreement is authorized by Section 70.220 of the Revised Statutes of Missouri, as amended, and is in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, AS FOLLOWS:

SECTION 1. A Service Contract Agreement with Relativity, Inc. is approved. The Agreement shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is authorized to execute the agreement and perform all acts necessary to carry out the intent of this ordinance.

SECTION 2. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 14019

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 10/10/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

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.

Jennifer O'Connor 10-10-25

Jennifer O'Connor, Director of Finance Date

T:\ORDINANCES\ORDINANCES\CONTRACTS\Police Department OFallon and CASTLE Relativity Service Agreement.v2.docx

RELATIVITY, INC.

SERVICE CONTRACT AGREEMENT

This Service Contract Agreement ("Agreement") is made and entered on the final date of signature set forth below (the "Effective Date") by and between:

Relativity, Inc. ("Provider"), with principal offices at 317 Ranch Rd. 620 S Ste. 203, Lakeway, TX 78734, and the **Center for Advanced Skills Training in Law Enforcement** (the "Training Agency"), a joint operation between the **City of O'Fallon, Missouri** and the **City of St. Charles, Missouri** pursuant to Sections 70.220 and 70.260, RSMo. (the "City Agencies"), who collectively share responsibility as described herein. The Training Agency and the City Agencies may collectively be referred to as the "Agencies" and, as the context may require, each may be referred to as an "Agency."

1. PURPOSE

The purpose of this Agreement is to set forth the terms under which Provider will furnish the Agencies with access, service, support, and upgrade protection for the Relativity TEAMS application: a Training, Education, Accounting, Management, and Scheduling system ("Services").

2. TERM

The term of this Agreement shall be three (3) years commencing on the Effective Date, unless terminated earlier pursuant to Section 6 or Section 7 below.

3. SERVICES PROVIDED

Provider shall provide: Training hours tracking, training course creation and management (LMS system), quartermaster management, fixed asset tracking, maintenance tracking, scheduling management, facility scheduling, accounting management, and ongoing service, support, and upgrade protection for TEAMS.

4. FEES & PAYMENT

The total contract value is $90,000, payable at $30,000 per year over three (3) years. Each Agency shall contribute $10,000 per year toward the annual contract fee. Payments shall be due within thirty (30) days of the annual invoicing. Invoices shall be submitted electronically to the Training Agency or as otherwise directed by an Agency.

Confidential Pricing: The pricing set forth herein reflects an introductory rate provided exclusively to the Agencies. The Agencies agree to maintain the confidentiality of the pricing terms and not disclose such terms to any third party without prior written consent of Provider, except as otherwise provided in Section 9 below.

5. SHARED OBLIGATION

If one Agency elects to terminate its participation, the remaining Agencies shall assume equal responsibility for the balance of the annual fee to maintain the full contract value. At all times, the total Provider compensation shall remain $30,000 per year.

6. AGENCY TERMINATION RIGHTS

Any Agency may terminate its participation in this Agreement with 30 days' written notice to Provider

EXHIBIT 1

and the other Agencies. Upon termination, that Agency shall have no further payment obligation beyond the current annual payment cycle. In addition, the Agencies may terminate this Agreement for material breach by Provider that remains uncured after thirty (30) days' written notice. If this Agreement is terminated for cause in accordance with this Section, Provider shall refund the Agencies a pro-rata portion of any prepaid fees for Services covering the remainder of the then-current year of the 3-year term.

7. PROVIDER TERMINATION RIGHTS

Provider may terminate this Agreement for material breach by any Agency that remains uncured after thirty (30) days' written notice, or failure of the Agencies collectively to remit the full annual payment due. If this Agreement is terminated for cause in accordance with this Section, Provider will refund the Agencies a pro-rata portion of any prepaid fees for Services covering the remainder of the then-current year of the 3-year term.

8. UPGRADES, SUPPORT & FUTURE COMPONENTS

Provider shall provide software upgrades, technical support, and maintenance for the TEAMS application throughout the contract term at no additional cost.

Future Components: Any new features, modules, or components developed by Provider after the Effective Date that are outside the scope of Section 3 of this Agreement may be made available for purchase separately by the Agencies at then-current rates.

9. CONFIDENTIALITY, INDEMNIFICATION & HOLD HARMLESS

All parties shall maintain confidentiality of non-public information exchanged under this Agreement, including but not limited to pricing terms. Notwithstanding any other provision of this Agreement to the contrary, the Agencies are public governmental bodies that are subject to Chapter 610, RSMo., and are authorized to disclose records that are responsive to a valid request for such records as required by Chapter 610, RSMo., without additional advanced notice or disclosure to Provider.

Each party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other parties, their officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from or related to the Indemnifying Party's negligence, willful misconduct, or material breach of this Agreement.

10. NOTICES

All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when electronically mailed to an address as provided by any party for such purpose or mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

Provider:
Relativity, Inc.
Attn: Dillon Watkins
317 Ranch Road 620 S Ste. 203
Lakeway, TX 78734
Dillon.Watkins@RelativityInc.com

Training Agency:
Center for Advanced Skills Training in Law Enforcement
Attn: Vicki M. Boschert, Secretary
2400 Hwy 79
O'Fallon, MO 63366
vboschert@ofallonmo.gov

City Agency: City of O'Fallon, Missouri
Attn: Vicki M. Boschert, Finance Director
100 N Main Street
O'Fallon, MO 63366
vboschert@ofallonmo.gov

City Agency: City of St. Charles, Missouri
Attn: Ray Juengst, Police Chief
200 N. Second Street
St. Charles, MO 63301
ray.juengst@stcharlescitymo.gov

11. INDEPENDENT CONTRACTOR

Provider is an independent contractor and nothing contained herein shall constitute or designate Provider or any of its employees, agents or subcontractors as an employee of any Agency.

12. FORCE MAJEURE

"Force majeure" means any unforeseeable circumstance which is beyond the control of a party, or any unavoidable event, even if foreseeable, as a result of which such party is unable to perform its obligations, in whole or in part, under this Agreement. The party affected by force majeure shall not assume any liability under this Agreement; however such party shall take reasonable and practicable efforts to perform this Agreement, and its liabilities hereunder may only be exempt in part or in whole according to the influence of the force majeure. The party affected by force majeure shall notify the other party within ten working days from the date on which the force majeure occurs, and such notice shall specify the occurrence of the force majeure and declare the event as force majeure.

13. GOVERNING LAW / VENUE & LIMITATION OF LIABILITY

This Agreement shall be governed by and construed under the laws of the State of Missouri. The sole and exclusive venue or location in which any action or lawsuit may be brought regarding the Agreement shall be the Eleventh Judicial Circuit Court of St. Charles County, Missouri. This Section shall survive the termination or expiration of the Agreement.

Provider's total aggregate liability under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by the Agencies for the current calendar year in which the claim arose. In no event shall Provider be liable for any indirect, incidental, consequential, special, or punitive damages, even if advised of the possibility of such damages.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior oral or written agreements relating to the Services.

Signatures

CENTER FOR ADVANCED SKILLS TRAINING IN LAW ENFORCEMENT

Captain Josh Hoeing, Board Chairperson — Date: 10/8/25

Attest:

Vicki Boschert, Board Secretary

RELATIVITY, INC.

Dillon Watkins, President — 09/18/2025

CITY OF SAINT CHARLES, MISSOURI

Daniel J. Borgmeyer, Mayor — Date

Attest:

Kimberly Hudson, City Clerk

CITY OF O'FALLON, MISSOURI

Frank Mininni, Police Chief — Date

Attest:

Bess Bacher, City Clerk

Sign Here

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 10/21/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # 14020

Request for Council Action

Ward(s): All **Sponsor(s):** All Councilmembers

Description:
AN ORDINANCE AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI, AND FRANCIS HOWELL SCHOOL DISTRICT, AN EDUCATION INSTITUTION FOR ONE (1) SCHOOL RESOURCE OFFICER FOR THE PERIOD OF EFFECTIVE DATE THROUGH JUNE 30, 2027.

Contract Extension/Renewal: Yes ☐ No ☑
Information Paper Attached: Yes ☑ No ☐

Staff Recommendation: Approve ☑ Disapprove ☐
Board/Committee/Commission Recommendation: Approve ☐ Disapprove ☐

Summary:
St. Charles Police Department requests authorization to enter into the School Resource Officer Police Services Agreement between the City of St. Charles and the Francis Howell School District. The School District will reimburse the City of St. Charles for one (1) assigned commissioned police officer, per the agreement, in the below amounts:

Effective Date to June 30, 2026 - an amount not to exceed $80,374.50
July 1, 2026 to June 30, 2027 - an amount not to exceed $117,691.24

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: _____ **N/A** ☑ _____
Account #: _____
_____
_____
Project #: _____

RCA prepared by: SMM Dept. Dir. _____ Finance Dir. _____ Dir. of Admin. _____

Bill No. 14020 Ordinance No. _____

Sponsors: Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh, Steve Hollander

AN ORDINANCE AUTHORIZING A POLICE SERVICES AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND THE FRANCIS HOWELL SCHOOL DISTRICT FOR ONE (1) SCHOOL RESOURCE OFFICER FOR THE PERIOD TO RUN THROUGH TO JUNE 30, 2027.

Be it Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. A School Resource Officer Police Services Agreement between the City of St. Charles, Missouri and the Francis Howell School District ("Agreement") for the provision of one (1) school resource officer beginning the effective date of this ordinance through June 30, 2027, is approved. The Agreement shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is authorized to execute the Agreement and perform all acts necessary to carry out the intent of this ordinance.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

_____ _____
Date Passed Michael Galba, Presiding Officer

_____ _____
Date Approved by Mayor Daniel J. Borgmeyer, Mayor

Approved as to Legal Form: Attest:

Holly Magdziarz 10/15/2025 _____
Holly Magdziarz, City Attorney Date Kimberly Hudson, City Clerk

T:\ORDINANCES\ORDINANCES\CONTRACTS\Police Services (School Resource Officers) FHSD Agrmt 10.15.2025.doc

SCHOOL RESOURCE OFFICER POLICE SERVICES AGREEMENT

This SCHOOL RESOURCE OFFICER POLICE SERVICES AGREEMENT (hereinafter, the "Agreement") is entered into on the last day below written, by and between the City of Saint Charles, Missouri (hereinafter, the "City") and the Francis Howell School District (hereinafter, the "District").

In consideration of the promises, mutual covenants and consideration contained herein, the City and District agree as follows:

1. School Resource Officer. City, through its Police Department, will provide one (1) Missouri POST ("Peace Officer Standards and Training Commission") commissioned School Resource Officer to the campus area of Harvest Ridge Elementary on the following terms and conditions:

A. The School Resource Officer will be assigned during the school year and during school hours. The School Resource Officer shall at all times remain under the operational control and supervision of the Police Department. However, the School Resource Officer shall follow reasonable directives given by the District and administrators at Harvest Ridge Elementary, to the extent the same do not conflict with the directives of the School Resource Officer's police supervisor or the policies of the City and its Police Department. The School Resource Officer will be bound by and must adhere to the policies of the City and its Police Department, as well as the applicable policies and regulations of the District's Board of Education. Notwithstanding any other provision of the Agreement to the contrary, the directives, policies, regulations, and laws of the City shall supersede those of the District in the event of any conflict between them.

B. The School Resource Officer's duties include the enforcement of the criminal laws of the State of Missouri, the Missouri Juvenile Code and City Ordinances, and to act as a liaison between the Police Department and the students, faculty and staff of the school, with the objective of providing a safe environment for students, faculty and staff.

C. During the times when school is in recess, the School Resource Officer will

EXHIBIT 1

perform law enforcement duties within their respective geographical policing area.

D. All police-sensitive records regarding the School Resource Officer Program and all criminal justice records will be maintained by the Police Department, including all records regarding the performance of the School Resource Officer.

E. The School District shall inform the School Resource Office when providing access to educational records subject to the Family Educational Rights & Privacy Act (FERPA), and the School Resource Officer shall comply with FERPA, as well as the District's applicable Board Policies and Regulations, when attempting to access those records. The School Resource Officer shall not have access to personally identifiable information from student education records when acting in their capacity as a law enforcement officer unless an exception under FERPA applies.

F. The District will provide the School Resource Officer an office area, office supplies, and basic office related equipment to perform their duties while at school.

2. Payment. Listed below are the reimbursement amounts payable by District to City for providing the School Resource Officer. The reimbursement amount is payable in advance on a quarterly basis starting July 1 of each year. The reimbursement amounts are due and payable without receipt of an invoice from the City.

A. Year 1 (Effective date to June 30, 2026): District will reimburse City an amount not to exceed $80,374.50.

B. Year 2 (July 1, 2026 to June 30, 2027): District will reimburse City an amount not to exceed $117,691.24.

3. Termination. The City may terminate this Agreement at any time for the District's failure to pay the City as provided herein or for other good cause. The District may terminate this Agreement at any time for the City's failure to provide School Resource Officer services as set forth herein, or for other good cause. Either the City or the District may terminate this Agreement

upon sixty (60) days written notice.

4. Miscellaneous.

A. *Notices.* All notices or other communications required or desired to be given hereunder shall be in writing and shall be mailed by first class, registered or certified mail, postage prepaid, or sent via national overnight courier (e.g. Federal Express); or if sent by facsimile and contemporaneously sent by regular mail, addressed as follows:

i. To the City:

City of St. Charles, Missouri
Attn: Director of Administration
200 North Second Street
St. Charles, Missouri 63301

ii. To the District:

Francis Howell School District
Attn: Interim Superintendent
801 Corporate Centre Drive
O'Fallon, Missouri 63368

B. *Choice of Law and Venue.* This Agreement shall be taken and deemed to have been fully executed, made by the City and District in, and governed by the laws of the State of Missouri for all purposes and intents. The sole and exclusive venue or location in which any action or lawsuit may be brought regarding this Agreement shall be the Eleventh Judicial Circuit Court of St. Charles County Missouri.

C. *Severability.* In the event any portion of this Agreement is held partially or wholly invalid or unenforceable by a court of competent jurisdiction, the City and District shall take such actions and steps as may be necessary to remedy and cure any such defect and, in any event, the remaining portions hereof shall continue in full force and effect. This Agreement shall not be modified except as herein provided without the consent of the parties hereto or their respective successors or assigns.

D. *Entire Agreement.* This Agreement constitutes the entire agreement among the City and District and that no other agreements or representations other than those contained in this Agreement have been made. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

E. *Representatives Not Personally Liable.* No elected or appointed official, agent, employee

or representative of the City or District shall be personally liable in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under this Agreement.

F. *No Third-Party Beneficiaries*. This Agreement constitutes a contract solely between the City and District. No third party has any beneficial interest in or derived from this Agreement. This Agreement is not intended to benefit any third-party, parent, student, resident, visitor, or any other person.

G. *No Waiver of Sovereign Immunity*. Nothing in this Agreement shall be construed, interpreted or deemed to constitute a waiver of the City's or District's Sovereign Immunity, or the Official Immunity or Qualified Immunity of any elected or appointed official, agent, employee or representative of the City or District, or a waiver of the Public Duty Doctrine.

H. *Assignment*. This Agreement shall not be assignable without the written consent of the City and the District.

I. *Counterparts*. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

J. *Effective Date of Agreement; Execution Procedure*. This Agreement is effective and enforceable when the City executes a District fully executed copy of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last written below.

CITY OF SAINT CHARLES, MISSOURI

Daniel J. Borgmeyer, Mayor Date

Attest:

Kimberly Hudson, City Clerk

Approved as to Legal Form:

Holly Magdziarz 10/15/2025

Holly Magdziarz, City Attorney Date

FRANCIS HOWELL SCHOOL DISTRICT

Sign Here

Steven Blair, President of the Board of Education Date

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last written below.

CITY OF SAINT CHARLES, MISSOURI

Daniel J. Borgmeyer, Mayor Date

Attest:

Kimberly Hudson, City Clerk

Approved as to Legal Form:

Holly Magdziarz, City Attorney Date

FRANCIS HOWELL SCHOOL DISTRICT

Steven Blair 10-16-25

Steven Blair, President of the Board of Education Date

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 11/4/2025
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☒

Bill # 14021

Request for Council Action

Ward(s): 6 **Sponsor(s):** Justin Foust

Description:
Approve an ordinance to annex into the City an approximately 0.35-acre tract of land known as 1020 Meadow Lane.

Contract Extension/Renewal: Yes ☐ No ☒
Information Paper Attached: Yes ☐ No ☒

Staff Recommendation: Approve ☒ Disapprove ☐
Board/Committee/Commission Recommendation: Approve ☒ Disapprove ☐

Summary:
This application involves an approximately 0.35-acre tract of land known as 1020 Meadow Lane, which is currently under the jurisdiction of Unincorporated St. Charles County. Application Z-2025-10 (also on the November 4, 2025 City Council agenda) would establish zoning for this parcel, should it be annexed. The annexation of this tract will help to further incorporate a remaining pocket of property within Unincorporated St. Charles County.

The Planning and Zoning Commission held a public hearing on this item at their October 20, 2025 meeting where the applicant was present and there were no speakers from the public. The application was forwarded with a recommendation for approval (5 in favor, 0 opposed).

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: N/A
Account #: N/A
Project #: N/A

RCA prepared by: MPB Dept. Dir. Finance Dir. Dir. of Admin.

AGENDA ITEM #5

STAFF REPORT
CASE NO. Z-2025-10
1020 MEADOW LANE

OCTOBER 20, 2025
BY MADELYN P. BROWN

APPLICANT/ OWNER: Keith A. Van Gennip
1020 Meadow Lane
St. Charles, MO 63303

ADDRESS/LOCATION: 1020 Meadow Lane
Ward 6 upon annexation

ACREAGE: 0.35-Acre

EXISTING ZONING: County R1E Single-Family Residential District

REQUESTED ZONING: City R-1E Single-Family Residential District

SURROUNDING ZONING:

Direction	***Zoning***	***Use***
North	County R1E Single-Family Residential District	Single-Family Residential
South	C-2 General Business District	Single-Family Residential
East	C-2 General Business District	Vehicle Sales
West	County R1E Single-Family Residential District	Single-Family Residential

REQUEST

The City has received an application to rezone 1020 Meadow Lane upon annexation from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1E Single-Family Residential District. The subject property is a point three five (0.35) acre lot and is located on the east side of Meadow Lane and south of Veterans Memorial Parkway. The annexation of this property will help to further incorporate a remaining pocket of property within Unincorporated St. Charles County. The subject property is an existing residential use and the owner wishes to annex to the City in order to tie into the City's utilities at a future date due to a deteriorating septic tank. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the R-1E Single-Family Residential District.

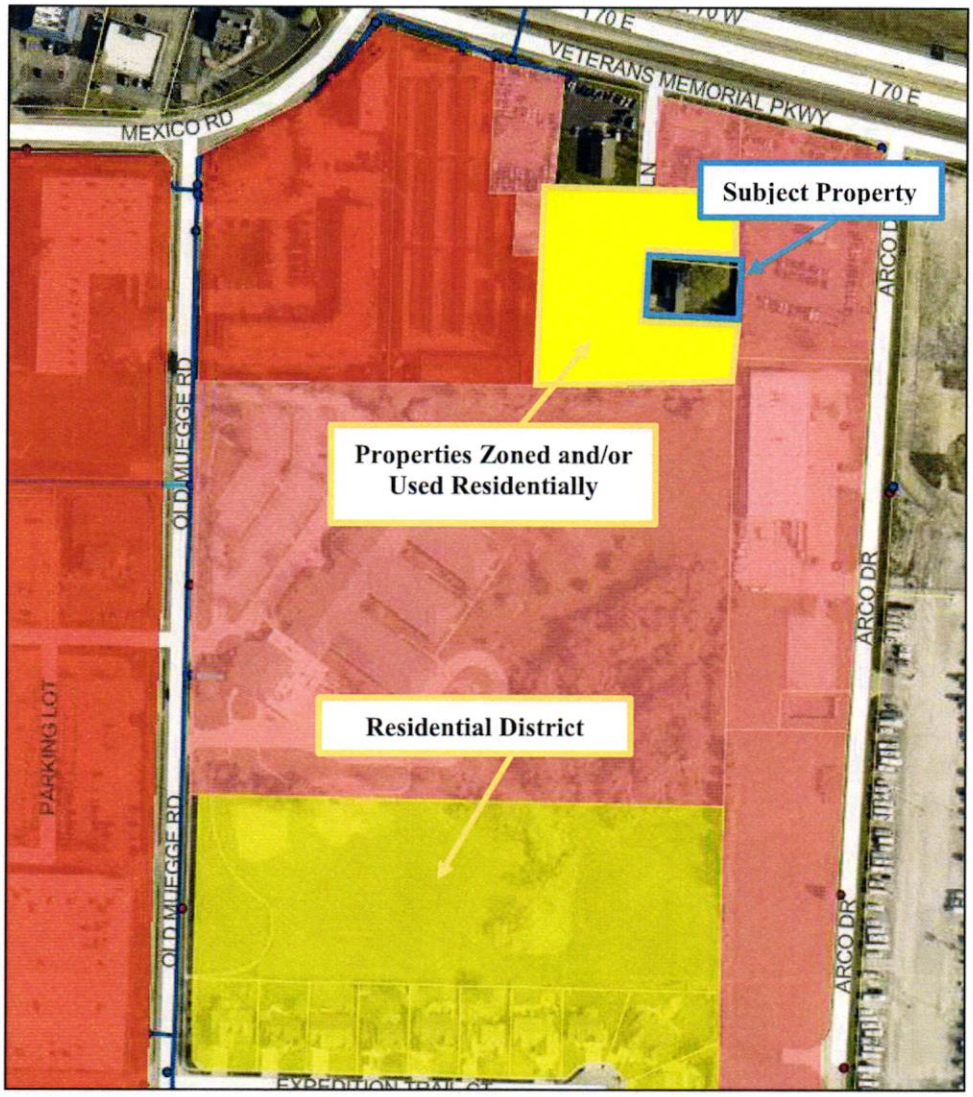

Figure 1: Area zoning Map.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002 and updated in 2012 recommends that land use decisions be based on a project's location and compatibility with surrounding development. This revision to the Comprehensive Plan was approved by the City Council, and was written under the direction of residents, elected officials, and City staff. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city, and the activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new development should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal.

The subject property is located in-between Activity Center #4 (Cave Springs). The zoning of properties immediately to the north, south, and west are single-family residential and all are also

developed for this use. The Department of Community Development considers this annexation and rezoning request to be in general conformance with the Updated 2012 Comprehensive Plan and consistent with existing area land uses around the subject property.

STAFF RECOMMENDATION

After review of the rezoning request, the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the requested rezoning is appropriate and is compatible with the zoning of the surrounding area. The Department of Community Development recommends that the annexation and rezoning request be forwarded to the City Council with a favorable recommendation.

Recommended Motions:

Motion to forward a ***favorable*** *recommendation to the City Council for annexation of the subject property, as noted in Z-2025-10.*

Motion to forward a ***favorable*** *recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2025-10.*

Figure 2: Aerial photo of the Subject Property.

Figure 3: Photo of the Subject Property.

Bill No. 14021 Ordinance No. _____

Sponsor: Justin Foust

AN ORDINANCE ANNEXING CERTAIN ADJACENT CONTIGUOUS LAND INTO THE CITY OF SAINT CHARLES, MISSOURI, AND ASSIGNING THE LAND TO A DESIGNATED WARD OF THE CITY BEING PETITIONED FOR ANNEXATION BY KEITH A. VAN GENNIP, APPROXIMATELY 0.35 ACRES OF LAND GENERALLY LOCATED ON THE EAST SIDE OF MEADOW LANE AND SOUTH OF VETERANS MEMORIAL PARKWAY WITH AN ADDRESS OF 1020 MEADOW LANE

WHEREAS, a certain verified petition signed by the owner of the land hereinafter described requesting annexation of said land into the City of Saint Charles, Missouri, was filed with the City Clerk; and

WHEREAS, said land as hereinafter described is adjacent and contiguous to the present municipal boundaries of the City of Saint Charles, Missouri; and

WHEREAS, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this verified petition at its October 20, 2025 meeting and made a favorable recommendation (5 in favor, 0 opposed) to the City Council; and

WHEREAS, the City Council of the City of Saint Charles, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

NOW THEREFORE, Be it Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Pursuant to the Revised Statutes of Missouri Section 71.014, the land, as more particularly described in the attached Exhibit A, which is incorporated herein by this reference, is annexed into the City of Saint Charles, Missouri.

SECTION 2. The boundaries of the City of Saint Charles, Missouri are altered so as to encompass the above described land lying adjacent and contiguous to the present municipal boundaries of the City.

SECTION 3. The City Clerk is directed to file three certified copies of this Ordinance with the County of St. Charles, Missouri.

SECTION 4. Severability. If any provision, clause, sentence, paragraph, section or part of this ordinance, or application thereof to any person, entity or political subdivision shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, or if any judgment shall find that a particular tract of land is not contiguous to the City of Saint Charles, said judgment shall not affect, impair or invalidate the remainder of this ordinance in the application of such provision to other person, entities or political subdivision, and shall be confined in its operation to the provision, clause, sentence, paragraph, section or a part thereof directly involved in the controversy in which said judgment shall have been rendered and to the person, entity or political subdivision involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional, invalid provision or non-contiguous tract of land, clause, sentence, paragraph, section or part thereof not been included.

SECTION 5. The land annexed by this ordinance is designated as part of Ward Six of the City of Saint Charles, Missouri.

SECTION 6. This Ordinance shall be in full force and effect seven (7) days from the date of its passage and approval.

Date Passed	Michael Galba, Presiding Officer
Date Approved by Mayor	Daniel J. Borgmeyer, Mayor
Approved as to Legal Form:	Attest:
Holly Magdziarz 10/22/2025	
Holly Magdziarz, City Attorney Date	Kimberly Hudson, City Clerk

1020 Meadow Lane Legal Description

LOT 5 OF STEVENSON'S ACRES, A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6 PAGE 15 OF THE ST, CHARLES COUNTY RECORDS.

SUBJECT TO: ALL EASEMENTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, CONDITIONS, BUILDING LINES AND RIGHTS OF WAY OF RECORDS, AND ZONING REGULATIONS.

EXHIBIT A

2
-1
3-2

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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:KAUERSWALD

QUIT CLAIM DEED

THIS **QUIT CLAIM DEED** is made on this 12th day of September, 2011, by and between **SHEILA VAN GENNIP ("Grantor")**, and **KEITH VAN GENNIP**, whose mailing address is 1020 Meadow Lane, St. Charles, Missouri 63303 (**"Grantee"**).

WITNESSETH, THAT GRANTOR, in consideration of the sum of One Dollar ($1.00), paid by Grantee, the receipt of which is hereby acknowledged, does by these presents **REMISE, RELEASE and FOREVER QUIT CLAIM** unto Grantee all of her interest in the following described lots, tracts or parcels of land, located in the **County of St. Charles, State of Missouri**, to-wit:

LOT 5 OF STEVENSON'S ACRES, A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6 PAGE 15 OF THE ST. CHARLES COUNTY RECORDS.

SUBJECT TO: ALL EASEMENTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, CONDITIONS, BUILDING LINES AND RIGHTS OF WAY OF RECORD, AND ZONING REGULATIONS.

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging, unto Grantee and unto its heirs, personal representatives, successors and assigns forever; so that neither Grantor nor any other entity, person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

LATHROP & GAGE L L P
7701 FORSYTH SUITE 400
ATTN BENNETT S KELLER
SAINT LOUIS, MO 63105

Lathrop Page

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 11/4/2025
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☒ Resolution ☐ Ordinance ☐

Bill # 14022

Request for Council Action

Ward(s): 6 **Sponsor(s):** Justin Foust

Description:
Case No. Z-2025-10. (Keith A. Van Gennip) An application to annex and establish the zoning for 0.35 acres (more or less) located at 1020 Meadow Lane, from St. Charles County "R1E" Single Family Residence to the City of St. Charles "R-1E" Single Family Residential District. The subject property is located on the east side of Meadow Lane and south of Veterans Memorial Parkway. The subject property will be located in Ward 6 upon annexation.

Contract Extension/Renewal: Yes ☐ No ☒
Information Paper Attached: Yes ☐ No ☒

Staff Recommendation: Approve ☒ Disapprove ☐
Board/Committee/Commission Recommendation: Approve ☒ Disapprove ☐

Summary:
The City has received an application to establish zoning for 1020 Meadow Lane, upon annexation from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1E Single-Family Residential District. The subject property is an approx. 0.35-acre parcel. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the R-1E Single-Family Residential District.

The Planning and Zoning Commission held a public hearing on this item at their October 20, 2025 meeting where the applicant spoke and there were no speakers from the public. The Commission voted 5 in favor, 0 opposed to forward the application to the City Council with a favorable recommendation.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: N/A
Account #: N/A
Project #: N/A

RCA prepared by: MPB Dept. Dir. [signature] Finance Dir. [signature] Dir. of Admin. [signature]

AGENDA ITEM #5

STAFF REPORT
CASE NO. Z-2025-10
1020 MEADOW LANE

OCTOBER 20, 2025
BY MADELYN P. BROWN

APPLICANT/ OWNER: Keith A. Van Gennip
1020 Meadow Lane
St. Charles, MO 63303

ADDRESS/LOCATION: 1020 Meadow Lane
Ward 6 upon annexation

ACREAGE: 0.35-Acre

EXISTING ZONING: County R1E Single-Family Residential District

REQUESTED ZONING: City R-1E Single-Family Residential District

SURROUNDING ZONING:

Direction	***Zoning***	***Use***
North	County R1E Single-Family Residential District	Single-Family Residential
South	C-2 General Business District	Single-Family Residential
East	C-2 General Business District	Vehicle Sales
West	County R1E Single-Family Residential District	Single-Family Residential

REQUEST

The City has received an application to rezone 1020 Meadow Lane upon annexation from St. Charles County R1E Single-Family Residential District to City of St. Charles R-1E Single-Family Residential District. The subject property is a point three five (0.35) acre lot and is located on the east side of Meadow Lane and south of Veterans Memorial Parkway. The annexation of this property will help to further incorporate a remaining pocket of property within Unincorporated St. Charles County. The subject property is an existing residential use and the owner wishes to annex to the City in order to tie into the City's utilities at a future date due to a deteriorating septic tank. If the requested rezoning is approved, the property would operate in compliance with the zoning regulations of the R-1E Single-Family Residential District.

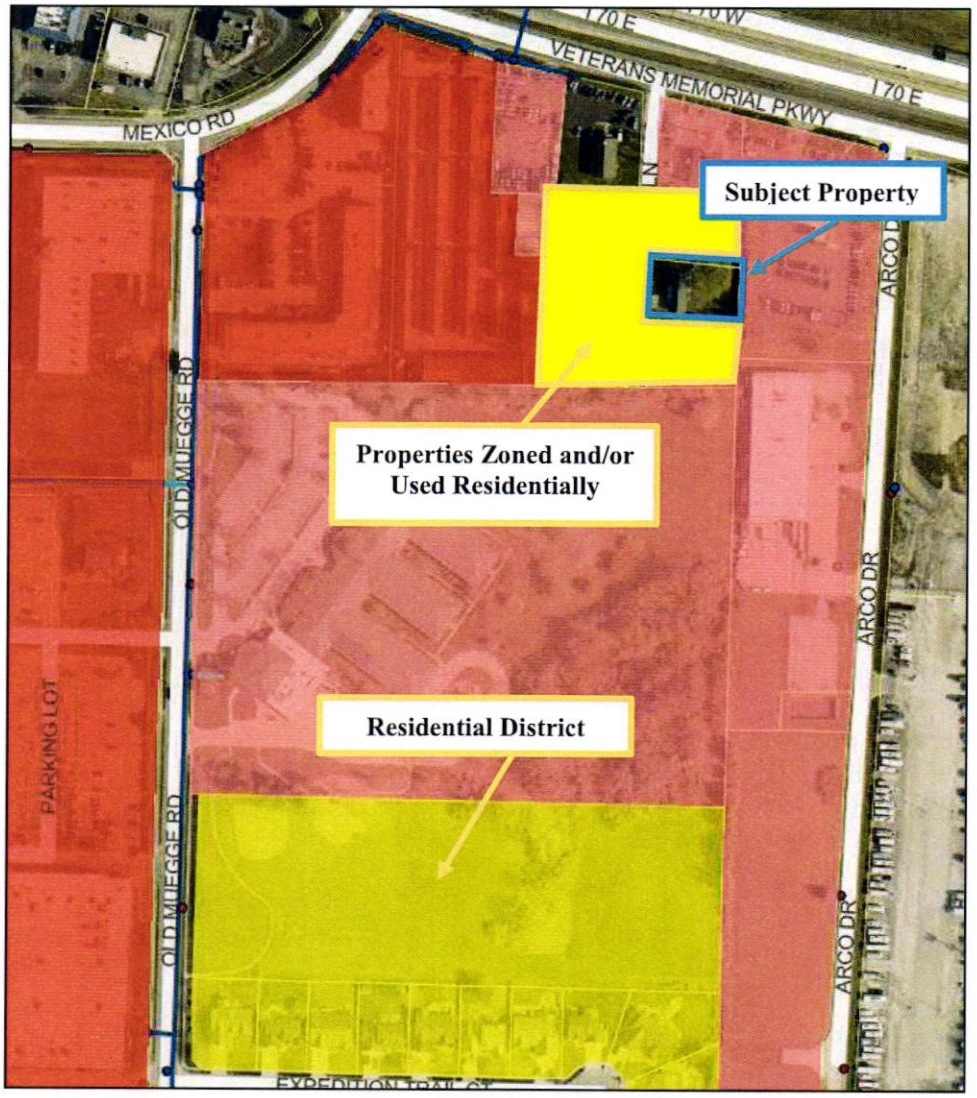

Figure 1: Area zoning Map.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The St. Charles Comprehensive Plan adopted in 2002 and updated in 2012 recommends that land use decisions be based on a project's location and compatibility with surrounding development. This revision to the Comprehensive Plan was approved by the City Council, and was written under the direction of residents, elected officials, and City staff. The Comprehensive Plan identifies 15 activity centers in the city, locations characterized by elevated levels of development, density and activity. The activity centers are the most prominent, visible and intensely developed locations in the city, and the activity centers should be surrounded by land uses that gradually decrease in levels of activity, traffic and density. Proposed new development should be judged based upon its distance from the nearest activity center, its compatibility with what surrounds it, and whether the level of development it will generate contributes to a gradual decline in density or acts counter to that goal.

The subject property is located in-between Activity Center #4 (Cave Springs). The zoning of properties immediately to the north, south, and west are single-family residential and all are also

developed for this use. The Department of Community Development considers this annexation and rezoning request to be in general conformance with the Updated 2012 Comprehensive Plan and consistent with existing area land uses around the subject property.

STAFF RECOMMENDATION

After review of the rezoning request, the City's Zoning Ordinance, Comprehensive Plan and area development patterns, staff believes the requested rezoning is appropriate and is compatible with the zoning of the surrounding area. The Department of Community Development recommends that the annexation and rezoning request be forwarded to the City Council with a favorable recommendation.

Recommended Motions:

*Motion to forward a **favorable** recommendation to the City Council for annexation of the subject property, as noted in Z-2025-10.*

*Motion to forward a **favorable** recommendation of approval to the City Council for the establishment of zoning for the subject property via Z-2025-10.*

Figure 2: Aerial photo of the Subject Property.

Figure 3: Photo of the Subject Property.

Bill No. 14022 Ordinance No._____

Sponsor: Justin Foust

AN ORDINANCE REZONING TO ST. CHARLES CITY ZONING DISTRICT "R-1E" SINGLE-FAMILY RESIDENTIAL DISTRICT FROM ST. CHARLES COUNTY ZONING DISTRICT "R1E" SINGLE-FAMILY RESIDENTIAL DISTRICT AN APPROXIMATE 0.35 ACRE TRACT OF LAND GENERALLY LOCATED ON THE EAST SIDE OF MEADOW LANE AND SOUTH OF VETERANS MEMORIAL PARKWAY WITH AN ADDRESS OF 1020 MEADOW LANE.

Whereas, an application for rezoning property was received from the owners of this land; and

Whereas, the Planning and Zoning Commission of the City of Saint Charles, Missouri, considered this application at its October 20, 2025 meeting and made a favorable recommendation (5 in favor, 0 opposed) to the City Council; and

Whereas, the Council of the City of Saint Charles, Missouri, held a Public Hearing on this proposed zoning; and

Whereas, citizens were provided an opportunity to speak on this proposed zoning at the Public Hearing.

Now, Therefore, Be It Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Chapter 400 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by making the following change in the District Zoning map which is on file in the Office of the City Clerk:

An approximate 0.35 acre tract of land generally located on the east side of Meadow Lane and south of Veterans Memorial Parkway with an address of 1020 Meadow Lane is rezoned from St. Charles County Zoning District "R1E" Single-Family Residential District to St. Charles City Zoning District "R-1E" Single-Family Resident District. The parcel of land is more particularly described in the attached Exhibit A and incorporated by this reference.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 14022

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 10/22/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

1020 Meadow Lane Legal Description

LOT 5 OF STEVENSON'S ACRES, A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6 PAGE 15 OF THE ST, CHARLES COUNTY RECORDS.

SUBJECT TO: ALL EASEMENTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, CONDITIONS, BUILDING LINES AND RIGHTS OF WAY OF RECORDS, AND ZONING REGULATIONS.

EXHIBIT A

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10/13/2011 01:54:59 PM 1/2

CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:KAUERSWALD

QUIT CLAIM DEED

THIS **QUIT CLAIM DEED** is made on this 12th day of September, 2011, by and between **SHEILA VAN GENNIP ("Grantor")**, and **KEITH VAN GENNIP**, whose mailing address is 1020 Meadow Lane, St. Charles, Missouri 63303 (**"Grantee"**).

WITNESSETH, THAT GRANTOR, in consideration of the sum of One Dollar ($1.00), paid by Grantee, the receipt of which is hereby acknowledged, does by these presents **REMISE, RELEASE and FOREVER QUIT CLAIM** unto Grantee all of her interest in the following described lots, tracts or parcels of land, located in the **County of St. Charles, State of Missouri**, to-wit:

LOT 5 OF STEVENSON'S ACRES, A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6 PAGE 15 OF THE ST. CHARLES COUNTY RECORDS.

SUBJECT TO: ALL EASEMENTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, CONDITIONS, BUILDING LINES AND RIGHTS OF WAY OF RECORD, AND ZONING REGULATIONS.

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging, unto Grantee and unto its heirs, personal representatives, successors and assigns forever; so that neither Grantor nor any other entity, person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

LATHROP & GAGE L L P
7701 FORSYTH SUITE 400
ATTN BENNETT S KELLER
SAINT LOUIS, MO 63105

Lathrop Gage

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 11/4/2025
Regular ☒ Special ☐ Work Session ☐
ATTACHMENT: YES ☒ NO ☐
Report ☐ Resolution ☐ Ordinance ☒

Bill # 14023

Request for Council Action

Ward(s): 8 **Sponsor(s):** Michael Galba

Description:
Approve the Record Plat for The New Town at St. Charles Plat One-I-1-D.

Contract Extension/Renewal: Yes ☐ No ☒
Information Paper Attached: Yes ☐ No ☒

Staff Recommendation: Approve ☒ Disapprove ☐
Board/Committee/Commission Recommendation: Approve ☐ Disapprove ☐

Summary:
This bill will approve the record plat for The New Town at St. Charles Plat One-I-1-D. The record plat is for approx. 0.71 acres and proposes the split of the existing lot G-1-B into two new parcels, Lot G-1-C and Lot G-1-D. This record plat is compliant with the Preliminary Plat and the New Town Regulating Plan. The property is zoned PD-MU Planned Development-Mixed Use District and located in Ward 8.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: N/A
Account #: N/A
Project #: N/A

RCA prepared by: MPB Dept. Dir. [signature] Finance Dir. [signature] Dir. of Admin. [signature]

Bill No. 14023 Ordinance No. _____

Sponsor: Michael Galba

AN ORDINANCE APPROVING THE RECORD PLAT FOR THE NEW TOWN AT ST. CHARLES PLAT ONE-I-1-D, A SUBDIVISION OF THE CITY OF SAINT CHARLES, MISSOURI.

Whereas, NT Home Builders, LLC, owner, has laid out a Subdivision within the City of Saint Charles, Missouri under the name The New Town at St. Charles Plat One-I-1-D (hereinafter, the "Subdivision") and has caused to be made an accurate plat thereof, a copy of which is identified as Exhibit A, attached hereto and incorporated by this reference (hereinafter, the "Plat"); and

Whereas, the Plat accurately sets forth and describes all parts of the land within the Subdivision reserved for public purposes; and

Whereas, the Plat accurately sets forth and describes all lots by their precise length and width and by number; and

Whereas, the Plat has been drawn to scale and the scale is noted thereon, has written on its face the title of the Subdivision, and identifies the United States Survey the Subdivision purports to be located; and

Whereas, the Plat designates, reflects, and shows markers and established points so that the precise location of the land platted can be determined upon inspection of the Plat; and

Whereas, no taxes are due against the land proposed to be platted; and

Whereas, the Plat is submitted to the City Council of the City of St. Charles, Missouri, for its approval;

Now, Therefore, Be it Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. The Plat for The New Town at St. Charles Plat One-I-1-D is hereby approved subject to compliance with all recommendations and requirements approved or made by the City Council.

SECTION 2. The City Clerk is authorized to endorse the City's approval upon the Plat by signature and by the Seal of the City.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Bill No. 14023

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 10/22/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

THE NEW TOWN AT ST. CHARLES PLAT ONE-I-1-D

BEING A RESUBDIVISION OF LOT G-1-B OF THE NEW TOWN AT ST. CHARLES PLAT ONE-I-1-C AS RECORDED IN PLAT BOOK 50 PAGE 370, OF THE ST. CHARLES COUNTY RECORDERS OFFICE AND BEING PART OF U.S. SURVEYS 213, 215, AND 217 OF THE ST. CHARLES COMMON FIELDS, IN TOWNSHIP 47 NORTH, RANGE 5 EAST, CITY OF ST. CHARLES, ST CHARLES COUNTY, MISSOURI

OWNERS DECLARATION

The undersigned NT HOME BUILDERS, LLC, being the owner and developer of the tract of land described in the surveyor's certificate shown hereon, has caused said tract to be surveyed, and a resubdivision plat to be prepared in the manner shown hereon, which plat shall hereafter be known as " THE NEW TOWN AT ST. CHARLES PLAT ONE-I-1-D."

The undersigned further designates that this resubdivision shall be subject to and benefitted by the easements, conditions, reservations, restrictions, and protective covenants of the Amended and Restated Declaration of Governance, Covenants, Easements, Conditions, and Restrictions for The New Town At St. Charles recorded in Book 6739, Page 1323, as amended, of the St. Charles County Missouri Recorder of Deeds Office.

All easements, unless expressly limited for a particular use, are hereby granted to the City of St. Charles, AT&T, Spire Missouri, Inc., Union Electric Company d/b/a Ameren Missouri, Charter Communications, their successors and assigns as their interests may appear for the purpose of constructing, maintaining, and repairing public utilities and sewer and drainage facilities provided any such cable communication provider shall not be entitled to initially install any cable or equipment in this subdivision except upon prior written authorization by the undersigned developer. All utility lines for connections to buildings shall be installed underground, unless agreed to in writing by Whittaker Builders Inc. If an easement is limited to a particular use, then such easement shall be granted only to the utility company providing such use or service to the public.

The easements granted to any utility company and/or governmental entity hereunder are strictly conditioned upon such company and/or entity exercising their rights in compliance with all applicable governmental laws, rules, regulations, and ordinances and, furthermore, no such utility provider or municipal entity shall disturb any siltation control placed in said easements by or on behalf of NT Home Builders, LLC., or its affiliated companies, except as absolutely necessary in connection with the installation or maintenance of said utilities. In the event of any such disturbance, the utility company or municipal entity disturbing such siltation control shall immediately restore the same and, to the maximum extent allowed by law, shall indemnify and hold NT Home Builders, LLC, and its affiliated companies harmless from and against any and all demands, claims, causes of action, liabilities, damages, penalties, fines, fees, costs, and expenses, including, without limitation, attorneys' fees arising from on in connection with any disturbance, disruption, or destruction of said siltation control.

The property resubdivided by this plat shall be subject to the Declaration of Covenants, Easements, Conditions and Restrictions for The New Town at St. Charles Theater District Business Association, recorded in Book 6739, Page 1323 of the St. Charles County Recorder of Deeds Office.

Permanent and semi-permanent survey monument shall be set within 12 months after recording of this plat which meet or exceed the requirements of 20 CSR 2030-16.090, Chapter 16- Missouri minimum standards for property boundary surveys.

All taxes due and payable against this property have been paid in full.

IN WITNESS WHEREOF, the undersigned has set its hand this _____ day of _____, 20_____.

NT HOME BUILDERS, LLC
A Missouri Limited Liability Company

By: _____
Gregory G. Whittaker, Manager

OWNER'S NOTARY

STATE OF MISSOURI)
) SS.
COUNTY OF)

On this _____ day of _____, 20____, before me appeared Gregory G. Whittaker, to me personally known, who being by me duly sworn, did say that he is the Manager of NT HOME BUILDERS, LLC, a limited liability company organized and existing under the laws of the state of Missouri, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its members and that said Gregory G. Whittaker declared said instrument to be the free act and deed of said company.

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

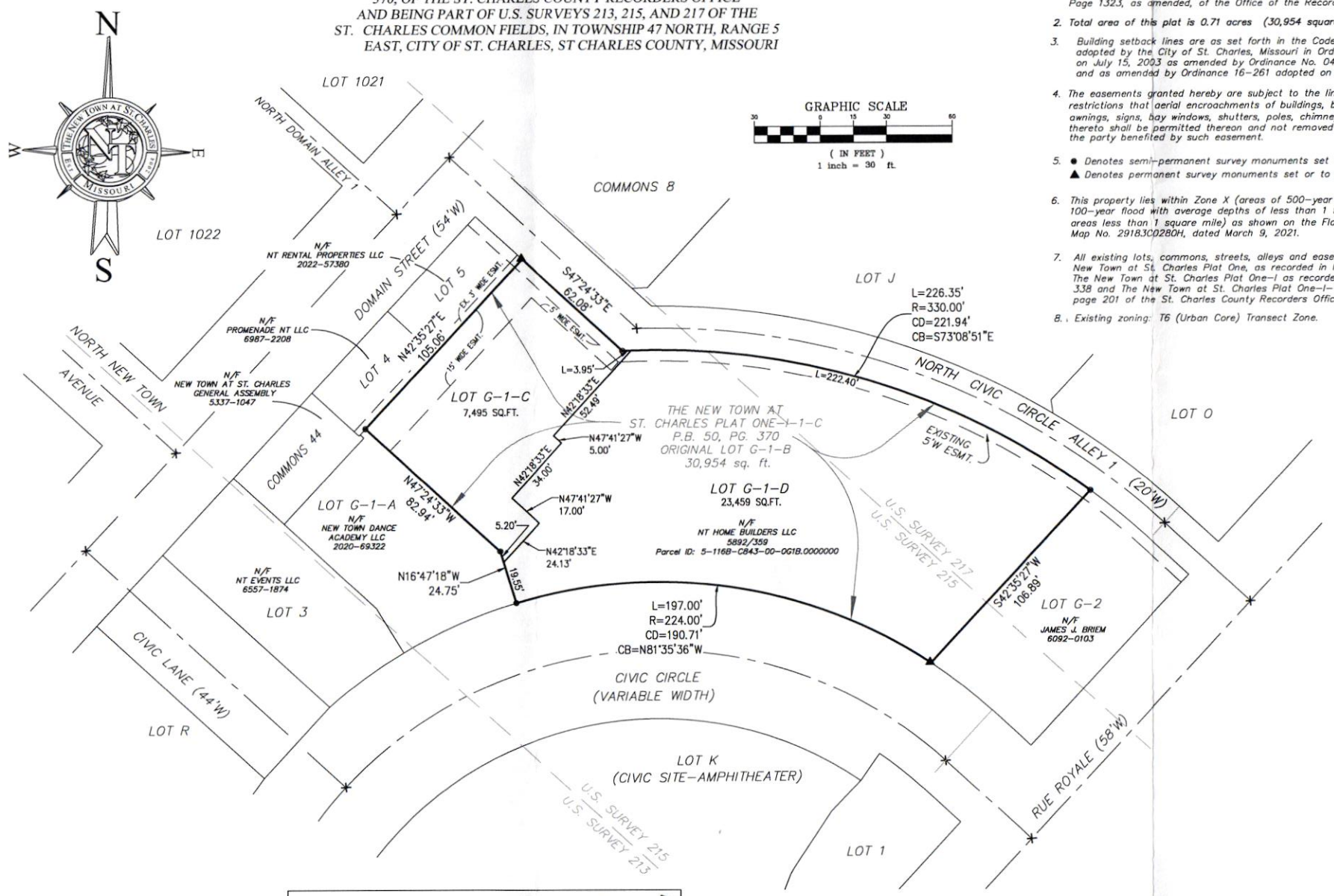
NOTARY PUBLIC

PLEASE PRINT NAME

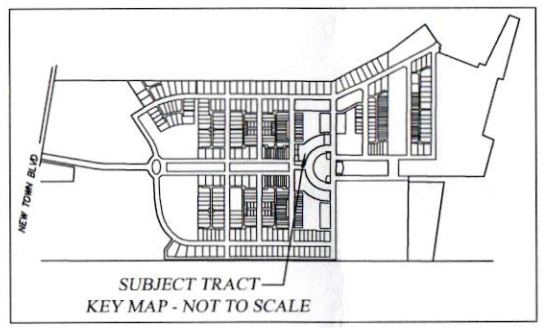
STATE OF _____, _____ COUNTY

COMMISSION NUMBER:

MY COMMISSION EXPIRES:



GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30 ft.



SUBJECT TRACT
KEY MAP - NOT TO SCALE

GENERAL NOTES

1. *Utility easements and other easements not otherwise established on this plat are established in the Declaration of Governance, Covenants, Easements, Conditions, and Restrictions for The New Town at St. Charles as recorded in Book 6739, Page 1323, as amended, of the Office of the Recorder of Deeds, St. Charles County, Mo.*
2. *Total area of this plat is 0.71 acres (30,954 square feet)*
3. *Building setback lines are as set forth in the Code of The New Town at St. Charles, adopted by the City of St. Charles, Missouri in Ordinance Nos. 03-172 and 03-174 on July 15, 2003 as amended by Ordinance No. 04-57 adopted on March 3, 2004 and as amended by Ordinance 16-261 adopted on December 20, 2016.*
4. *The easements granted hereby are subject to the limitation and restrictions that aerial encroachments of buildings, balconies, roofs awnings, signs, bay windows, shutters, poles, chimneys and appurtenances thereto shall be permitted thereon and not removed or impaired by the party benefited by such easement.*
5. ● *Denotes semi-permanent survey monuments set or to be set.*
   ▲ *Denotes permanent survey monuments set or to be set.*
6. *This property lies within Zone X (areas of 500-year flood or areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile) as shown on the Flood Insurance Rate Map No. 29183C0280H, dated March 9, 2021.*
7. *All existing lots, commons, streets, alleys and easements are as established on The New Town at St. Charles Plat One, as recorded in Plat Book 42, pages 14 thru 22, The New Town at St. Charles Plat One-I as recorded in Plat Book 43 pages 337 & 338 and The New Town at St. Charles Plat One-I-1 as recorded in Plat Book 44 page 201 of the St. Charles County Recorders Office, unless otherwise noted.*
8. *Existing zoning: T6 (Urban Core) Transect Zone.*

DESCRIPTION

A tract of land being a re-subdivision of Lot G-1-B of The New Town at St. Charles Plat One-I-1-C, as recorded in plat book 50, page 370, of the St. Charles County records, and within U.S. Surveys 213, 215, and 217 of the St. Charles Common Fields, Township 47 North, Range 5 East, St. Charles County, Missouri, and being more particularly described as:

BEGINNING at the most western corner of Lot G-2 of The New Town at St Charles Plat One-I-1-A, a subdivision as recorded in Plat Book 46, Page 99 of the St. Charles County Records, said point also being on the northern right of way line of Civic Circle (variable width); thence along said northern right of way along a curve to the left having an arc length of 197.00 feet and a radius of 224.00 feet, and whose chord bears N 81° 35' 36" W a chord distance of 190.71 feet to a point; thence leaving said right of way N 16° 47' 18" W, a distance of 24.75 feet to a point; thence N 47° 24' 33" W, a distance of 82.94 feet to a point; thence N 42° 35' 27" E, a distance of 105.06 feet to a point, said point being on the south right of way line of North Civic Circle Alley 1 (20' wide); thence along said south right of way S 47° 24' 33" E, a distance of 62.08 feet to a point; thence along a curve to the right having an arc length of 226.35 feet and a radius of 330.00 feet, and whose chord bears S 73° 08' 51" E a chord distance of 221.94 feet to a point; thence leaving said right-of-way S 42° 35' 27" W, a distance of 106.89 feet back to the POINT OF BEGINNING and containing 30,594 square feet or 0.71 acres, more or less.

CITY APPROVAL

I, KIMBERLY HUDSON, CITY CLERK, HEREBY CERTIFY THAT ORDINANCE NUMBER _____ APPROVING THIS PLAT AND DIRECTING ME TO ENDORSE THE SAME UNDER MY HAND AND SEAL WAS DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI, AND SAME APPROVED BY THE MAYOR OF SAID CITY ON _____, 20____. AND AS ORDINANCE DIRECTED, I HEREBY ENDORSE SAID PLAT BY MY HAND AND SEAL OF SAID CITY THIS _____ DAY OF _____, 20____.

KIMBERLY HUDSON, CITY CLERK OF ST. CHARLES, MISSOURI

SURVEYOR'S CERTIFICATE

This is to certify that we have, during the month of January, 2003, and June, 2019 executed a Boundary Survey of a tract of land being part of U.S. Surveys 209 thru 224 of the St. Charles Common Fields, being part of Township 47 North, Range 5 East, St. Charles County, Mo, and during the month of September, 2025, prepared this subdivision plat in accordance with the Current Minimum Standards for Property Boundary Surveys, 20 CSR 2030-16.010, and the results are shown hereon.

By: _____
DOUGLAS SCOTT TIEMANN, P.L.S. #2378
STATE OF MISSOURI
CIVIL AND ENVIRONMENTAL CONSULTANTS, INC.
CORPORATE REGISTRATION NO. LS-2007031293

STATE OF MISSOURI
DOUGLAS SCOTT TIEMANN
LS-2378
09/26/2025
PROFESSIONAL LAND SURVEYOR

REVISION RECORD

NO	DATE	DESCRIPTION

DESIGNING, SURVEYING AND LANDSCAPE ARCHITECTURE IN THE STATE OF NORTH CAROLINA WILL BE PERFORMED BY PERSONS PROPERLY LICENSED TO PRACTICE IN THAT STATE. ANY SURVEYING, ENGINEERING OR LANDSCAPE ARCHITECTURE PERFORMED IN THE STATE OF OHIO WILL BE PERFORMED BY OUR OHIO BASED AFFILIATE, LEE, LAWSON & ASSOCIATES, INC.

1450 Beale Street
Suite 305
St. Charles, MO 63303
Ph: 314.656.4566
www.cecinc.com
CERTIFICATION/LICENSE NO. 2002013942

CEC
Civil & Environmental Consultants, Inc.

NT HOME BUILDERS, LLC
3333-3 Rue Royale
St. Charles, Missouri 63301

THE NEW TOWN AT ST. CHARLES PLAT ONE-I-1-D

DATE:	SEPT., 2025
DRAWN BY:	DWD
CHECKED BY:	BWS
DWG SCALE:	1"=30'
PROJECT NO:	320-680.0001
APPROVED BY:	DRAFT

DRAWING NO.: SV01
SHEET 1 OF 1

EXHIBIT A

PW REF: 2025/09/25 - (owner - 2025/09/25) (x:\engineering\projects\1-1-1\acad\xrefs\survey\sv01.dwg)

RCA FORM (OFFICE USE ONLY)
MEETING/DATE: 11/4/2025
Regular ☑ Special ☐ Work Session ☐
ATTACHMENT: YES ☑ NO ☐
Report ☐ Resolution ☐ Ordinance ☑

Bill # i4024

Request for Council Action

Ward(s): 7 **Sponsor(s):** Gould

Description:
An Ordinance accepting the streets and street lights for Bellevaux subdivision.

Contract Extension/Renewal: Yes ☐ No ☑
Information Paper Attached: Yes ☑ No ☐

Staff Recommendation: Approve ☑ Disapprove ☐
Board/Committee/Commission Recommendation: Approve ☐ Disapprove ☐

Summary:
Per section 405.220 of the City Code of Ordinances, the City of St. Charles is requesting the acceptance of the streets and street lights for Bellevaux subdivision, including:
-Approximately 2620 lf of street pavement
-7 street lights

The streets and street lights being requested for acceptance have been inspected by City staff and meet the requirements for acceptance by the City of St. Charles. Please note that this does not include acceptance of sanitary sewers, storm sewers and water mains which will be inspected and recommended for acceptance at a later date.

In addition, the City of St. Charles shall perform street de-icing and snow removal for the Bellevaux subdivision from and after the date of its passage and approval.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)
Fiscal Impact: $ 0.00 **N/A**
Account #: NA
Project #: NA

RCA prepared by: JPfeiffer Dept. Dir. DM Finance Dir. JW Dir. of Admin. D

Bellevaux Subdivision

10/30/2025, 10:41:04 AM

1:2,615

0 130 260 520 ft

0 37.5 75 150 m

Sources: Esri, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA,

Bill No. 14024 Ordinance No. _____

Sponsor: Brian Gould

AN ORDINANCE AUTHORIZING ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSISTING OF STREET PAVEMENT AND STREET LIGHTS AT THE BELLEVAUX SUBDIVISION.

Be it Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. Approximately 2,620 linear feet of street pavement and 7 street lights at Bellevaux subdivision are accepted pursuant to Code of Ordinances Section 405.220.

SECTION 2. No part of any maintenance security shall be released.

SECTION 3. The City of St. Charles shall perform street de-icing and snow removal for the Bellevaux subdivision from and after the date of passage and approval of this Ordinance

SECTION 4. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Date Passed

Michael Galba, Presiding Officer

Date Approved by Mayor

Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz 10/30/2025

Holly Magdziarz, City Attorney Date

Kimberly Hudson, City Clerk

T:\ORDINANCES\ORDINANCES\Public Improvements Acceptance\Bellevaux Subdivision (10-30-2025).doc