

## AGENDA

Regular Session of the City Council of the City of Saint Charles, Missouri  
Council Chambers – 4<sup>th</sup> Floor – City Hall – 200 North Second Street  
Tuesday, November 18, 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
3. PRESENTATIONS/AWARDS/PROCLAMATIONS
  - A. A Proclamation Declaring November 17-21, 2025 as American Education Week in the City of Saint Charles, Missouri
  - B. Presentation by the Mayor's Opioid Settlement Task Force
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
  - A. Appointments to Boards/Commissions/Committees
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.
8. CONSENT AGENDA
  - A. Approval of Council Minutes and Reports
    1. City Council Work Session of October 14, 2025
    2. Street Committee Meeting of October 21, 2025
    3. Regular City Council Meeting of November 4, 2025
    4. Public Hearing of November 4, 2025

- B. Receipt of Reports from Boards, Commissions and Committees
  - 1. Saint Charles Parks & Recreation Board Meeting of July 16, 2025
  - 2. Saint Charles Parks & Recreation Board Meeting of August 6, 2025
  - 3. Saint Charles Parks & Recreation Board Meeting of September 10, 2025
  - 4. Saint Charles Parks & Recreation Board Meeting of October 1, 2025
  - 5. Main Street Special Business District Advisory Board Meeting of October 2, 2025
  - 6. Main Street Special Business District Advisory Board Meeting of October 9, 2025
  - 7. Veterans Commission of the City of Saint Charles Meeting of August 11, 2025
  - 8. Veterans Commission of the City of Saint Charles Meeting of September 8, 2025
  - 9. Planning and Zoning Commission Meeting of September 15, 2025
  - 10. Planning and Zoning Commission Meeting of October 20, 2025
- C. Receipt of Director of Administration Reports
- D. Approval of Contracts and Easements
  - 1. Supplemental Agreement No. 2 with SCI Engineering, Inc. in the Amount of \$274,988.31 for a Total Contract Amount not to Exceed \$354,988.31
  - 2. Contract with S4 Water Sales and Services, LLC in the Amount of \$194,750.00 for the Elm Point Water Treatment Plant Filter Rehabilitation
- E. Preliminary Plats
- F. Miscellaneous
  - 1. Request Funding from Council Directives
  - 2. Report of the Court Administrator of Monies Collected and Deposited - October 2025

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. RESOLUTIONS

11. BILLS FOR FINAL PASSAGE

**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*)

12. BILLS FOR INTRODUCTION

**BILL 14025**

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY FOR THE PERIOD FROM JANUARY 1, 2026 TO DECEMBER 31, 2026, AND APPROPRIATING MONEY IN THE CITY TREASURY TO PAY THE COST OF OPERATING THE CITY

GOVERNMENT DURING THAT PERIOD IN ACCORDANCE WITH THE BUDGET  
(*SPONSORS: BILL OTTO, MARK HOLLANDER, VINCE RATCHFORD, MARY WEST,  
DENISE MITCHELL, JUSTIN FOUST, BRIAN GOULD, MICHAEL GALBA, BART  
HABERSTROH AND STEVE HOLLANDER*)

**BILL 14026**

AN ORDINANCE AMENDING SECTION 150.030 OF THE CODE OF  
ORDINANCES TO ADJUST CERTAIN FEES AND ADDITION OF NEW FEES  
(*SPONSOR: MICHAEL GALBA*)

**BILL 14027**

AN ORDINANCE AMENDING SECTION 700.150 AND SECTION 705.220 OF THE  
CODE OF ORDINANCES TO ESTABLISH WATER RATES AND SEWER RATES  
EFFECTIVE JANUARY 1, 2026, JANUARY 1, 2027, JANUARY 1, 2028, JANUARY  
1, 2029, AND JANUARY 1, 2030 (*SPONSORS: BILL OTTO, MARK HOLLANDER,  
VINCE RATCHFORD, MARY WEST, DENISE MITCHELL, JUSTIN FOUST, BRIAN  
GOULD, MICHAEL GALBA, BART HABERSTROH AND STEVE HOLLANDER*)

**BILL 14028**

AN ORDINANCE AUTHORIZING THE ACQUISITION OF RIGHT-OF-WAY AND  
EASEMENTS REQUIRED FOR THE BEAVER CREEK COURT BANK  
STABILIZATION PROJECT BY PURCHASE, DONATION OR EMINENT DOMAIN;  
AND AUTHORIZING AND PROVIDING FOR CONTINUING AUTHORITY TO  
EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACQUISITION OF SAID  
RIGHT-OF-WAY AND/OR EASEMENTS (*SPONSOR: DENISE MITCHELL*)

**BILL 14029**

AN ORDINANCE AUTHORIZING TWO ADDITIONAL STOP SIGNS AT THE  
INTERSECTION OF PALISADES DRIVE AND COPPERFIELD COURT TO  
CONVERT THE INTERSECTION TO AN ALL-WAY STOP CONTROLLED  
INTERSECTION (*SPONSOR: MICHAEL GALBA*)

**BILL 14030**

AN ORDINANCE AUTHORIZING TWO ADDITIONAL STOP SIGNS AT THE  
INTERSECTION OF INDIAN HILLS DRIVE AND SHAWNEE DRIVE TO  
CONVERT THE INTERSECTION TO AN ALL-WAY STOP CONTROLLED  
INTERSECTION (*SPONSOR: BRIAN GOULD*)

**BILL 14031**

AN ORDINANCE REPEALING ORDINANCE NUMBER 22-152 WHICH  
ESTABLISHED A PARKING RESTRICTION ALONG A PORTION OF  
BENTWATER PLACE AND AMENDING SCHEDULE III, TABLE III-A OF  
CHAPTER 350 OF THE CODE OF ORDINANCES BY ESTABLISHING A NEW  
PARKING RESTRICTION ALONG A PORTION OF BENTWATER PLACE  
(*SPONSOR: MICHAEL GALBA*)

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: Thursday, November 13, 2025 – 5:00 p.m.*



**TO:** City Council  
**FROM:** Office of the Mayor  
**DATE:** November 10, 2025  
**SUBJECT:** Appointment Memorandum for the November 18, 2025 City Council Meeting

I ask for the City Council's confirmation of the following appointments:

**Convention and Visitors Bureau Commission**

- The appointment of *Kayla Smith*, to represent the *restaurant and/or hotel industry*, to replace *Bill Willbrand* who resigned *September 2025*, for a term expiring *July 2027*.

**Main Street Special Business District**

- The appointment of *Romney Rice-Dunn* to fill the vacant position for a business owner in the district *south of First Capitol Drive* formerly held by *Shelly Roy* for a term expiring *November 2028*.

**Parks and Recreation Board**

- The appointment of *Joshua Allen* to fill the vacant position formerly held by *Mike Ryan* for a term expiring *May 2028*.

**Liquor Commission**

- The reappointment of *Craig O'Sadnick*, whose term expired in *August 2025* for a 3-year term expiring *August 2028*.

**Fountain Lakes Commerce Center North CID**

- The reappointment of ***Robert Millstone*** to the board of directors of the Fountain Lakes Commerce Center North CID with a three-year term expiring on **November 16, 2029**.
- The reappointment of ***Steve Garlock*** to the board of directors of the Fountain Lakes Commerce Center North CID with a three-year term expiring on **November 16, 2029**.
- The appointment of ***Brent Beumer*** to replace ***Colleen Millstone*** to the board of directors of the Fountain Lakes Commerce Center North CID with a term expiring on **December 1, 2028**.

**Plaza at Noah's Ark CID**

- The appointment of ***Theresa Komperda*** to replace the position formerly held by David Schreider to the Plaza of Noah's Ark CID Board of Directors with a term expiring ***May 1, 2029***.

Please contact me if you have any questions regarding these proposed appointments.

Sincerely,

Daniel J. Borgmeyer

Mayor

**Council Work Session of the City Council  
Of the City of Saint Charles, Missouri  
October 14, 2025**

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The City Council of the City of Saint Charles, Missouri convened in a Work Session at 5:54 p.m. on Tuesday, October 14, 2025, in the Council Chambers of City Hall, 200 North Second Street, Saint Charles, Missouri, with President of the Council Michael Galba presiding and the Members of the Council present as follows: Justin Foust, Brian Gould, Bart Haberstroh, Mark Hollander, Denise Mitchell, Bill Otto, Vince Ratchford, and Mary West. Absent: Steve Hollander. Assistant City Clerk Emily Galantowicz was present and performed the duties of that Office.

Presentation by Eric File, CBIZ Broker for Employee Benefits, Regarding Past, Present, and Future Benefit Structures and Costs for All City Employees

Director of Administration Larry Dobrosky provided a brief overview of the budget process and the current employee insurance plans.

Director of Human Resources Shanton Fountain introduced CBIZ representative, Eric File who presented a PowerPoint Presentation (attached) to the Mayor and Members of Council regarding the employee health insurance and recommendations for the 2026 benefit plan year.

It was the general consensus of the Councilmembers present to move forward with the 2026 plans as presented.

Presentation on the City of St. Charles Geographic Information System (GIS) Capabilities and an Update on the Status of the City's Report-A-Concern System

Assistant Director of Community Development and Planning and Zoning Manager John Boyer introduced GIS Manager Gavin Johnson, who presented an overview of the City's Geographic Information System (GIS) Division (presentation attached). Mr. Johnson explained that the division includes three full-time staff within Community Development, along with GIS support in the Police Department. He described how GIS supports City departments—including Public Works, Engineering, Fire, Police, and Community Development—by providing tools to enhance

**Council Work Session of the City Council  
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October 14, 2025**

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efficiency and service delivery. Mr. Johnson also demonstrated the “Show Me St. Charles” interactive map on the City’s website, highlighting its available functions and data layers.

Assistant Director of Public Works Zachary Stanley followed with an update on the City’s Report-A-Concern system and previewed its upcoming replacement through Tyler Technologies, scheduled for implementation in early 2026. He noted that the new system will include a mobile app, enabling residents to conveniently submit concerns directly from their mobile devices.

Councilmembers briefly discussed the presentation and thanked Mr. Johnson and Mr. Stanley for their informative updates.

Presentation on Water and Sewer Rates for 2026-2030

Director of Finance Jennifer O’Connor gave a presentation relative to the proposed water and sewer rates for the years 2026-2030 (attached) as these rates play a role in the operating budget forecast that will be discussed later in the meeting. Her presentation covered the purpose of setting the water and sewer rates, a review of the Financial and Rate Setting Checklist, a review of revenue requirements, a review of the draft rate design analysis, comparisons and a timeline for approval. For the years 2026-2030 the City recommends a 5.0% annual increase per the Waterworks Rate Study to meet the water works revenue requirement calculated by this study and a 3.0% annual increase per the Sanitary Sewer Rate Study to meet the water works revenue requirement calculated by this study.

A brief discussion was held relative to this topic.

It was the consensus of the Councilmembers present to move forward with the proposed rates as outlined in the presentation.

2026 Operating Budget Presentation

Director of Finance Jennifer O’Connor provided a PowerPoint presentation (attached) relative to the 2026 Operating Budget.

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Of the City of Saint Charles, Missouri  
October 14, 2025**

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Ms. O'Connor outlined the budget discussion, which covered:

- 2025 General Fund Update
- 2025 Highlights
- 2026 Revenue and Expenditures for all funds
- 2026 Forecast Snapshot
- Expenditure Summary by Department
- New Personnel Requests
- Review of Special Revenue, Debt Service, Capital Projects, Enterprise, Internal Service and Trust Funds
- Five-Year Forecast
- Summary of Capital Improvement Plan (CIP) Changes

Ms. O'Connor presented the 2025 budget update, noting higher revenues from investment interest and increased expenses due to ERP implementation and use of remaining American Rescue Plan funds. Additional revenue and expenses resulted from Police and Fire reimbursements and related overtime. She reported that Personnel Services, Professional Services, and General Operations are all running below budget by 1.8%, 0.9%, and 5.5%, respectively.

The presentation continued with Ms. O'Connor's review of the 2025 Highlights, including the proposed revenue and expenditure summaries.

Ms. O'Connor reviewed the 2026 General Fund Snapshot, the departmental expenditure summary, and personnel changes, which included eight new positions and five reclassifications.

Additionally, Ms. O'Connor presented a review of other funds (Special Revenue, Debt Service, Capital Projects, Enterprise, Internal Service, and Trust), the Five-Year Forecast, and CIP Changes.

**Council Work Session of the City Council  
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During her presentation of the five-year forecast, Ms. O'Connor discussed potential impacts if Missouri Senate Bill 3 (SB3) is enacted in relation to the Hancock Amendment. She explained that the combination of SB3's proposed local revenue caps and the Hancock Amendment's existing limitations could create a "squeezing" effect on local government finances, potentially resulting in shortfalls and reduced local services. A brief discussion followed.

The Councilmembers thanked Ms. O'Connor, her staff and department heads for their work in preparing and presenting the 2026 Budget

At 7:44 p.m., a motion was made by BILL OTTO to adjourn the Council Work Session. VINCE RATCHFORD seconded the motion. All voted in favor. Motion passed.

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Date Approved



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Emily Galantowicz, Assistant City Clerk

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Michael Galba, Presiding Officer

**STREET COMMITTEE**  
**OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI**  
**October 21, 2025**

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The Street Committee of the City Council of the City of Saint Charles, Missouri, met on Tuesday, October 21, 2025, at 5:30 p.m. in Conference Room A on the fourth floor of City Hall, 200 North Second Street, Saint Charles, Missouri, with Chairman Vince Ratchford presiding and members of the Committee present as follows: Bart Haberstroh, Mark Hollander, and Brian Gould. Absent: Bill Otto. Also present were Alternate Street Committee Member Denise Mitchell, Assistant City Administrator Brad Temme, Assistant City Administrator Larry Perney, Assistant Public Works Director Zachary Stanley, Street Superintendent Samuel Thomas, Police Chief Ray Juengst, Director of Engineering Dan Mann, and Engineer Jonathan Swagman. Assistant City Clerk Emily Galantowicz was present and performed the duties of that office.

Monthly Status Update on the Traffic Service Requests

Director of Engineering Dan Mann provided an update relative to the Traffic Service Requests report. To date, there were five open traffic requests. There was one new request created in the month of October. He noted that the traffic counter had been placed at 82 locations throughout the City between April 2024 and the present.

Mr. Mann provided a detailed update on the work being conducted at Hemsath Road and 94 and along Hackman Road near Francis Howell North High School. A brief discussion was held relative to this topic.

Discussion Relative to Changing the No Parking Restriction on Bent Water Place to be on the North Side

Director of Engineering Dan Mann reported staff received a petition to change the no parking restriction on Bent Water Place to be on the north side of the road between 3241 and 3269 Bent Water Place. This is about a 400 foot section of roadway with an existing no parking restriction on the south side. The attached petition contains 11 signatures from the residents living along this stretch of road that want the no parking restriction changed. There are no driveways on the south side of the road with more room for on-street parking. The north side of the road has eight driveways and limited space for visitor on-street parking.

STREET COMMITTEE  
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI  
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He reported staff's recommendation to prepare an ordinance for City Council to repeal the existing no parking restriction and create a new parking restriction along the north side of Bent Water Place for 400 feet between 3241 and 3269 Bent Water Place. A brief discussion was held relative to this topic.

VINCE RATCHFORD made a motion to bring forth an ordinance for City Council to repeal the existing no parking restriction and create a new parking restriction along the north side of Bent Water Place for 400 feet between 3241 and 3269 Bent Water Place. BART HABERSTROH seconded the motion. A roll call vote was taken with the following results: Ayes: Hollander, Gould, Ratchford and Haberstroh. Nays: None. Absent: Otto. Motion passed.

Discussion Relative to Converting the Intersection of Indian Hills Drive with Shawnee Drive to All-Way Stop-Controlled Intersections

Director of Engineering Dan Mann reported staff received a safety concern and requests for an all-way stop control at the intersection of Indian Hills Drive with Shawnee Drive. The City hired TREKK Design Group to collect traffic data and perform stop warrants at each intersection. The City uses five criteria (warrants) based on the Manual of Uniform Traffic Control Devices (MUTCD) for guidance to determine when stop signs should be installed. This criteria considers crash history, sight distance, interim measure for signals, traffic volumes and other factors like turn conflicts.

The intersection of Indian Hills Drive and Shawnee Drive is currently a one-way stop control intersection with a stop sign only along Shawnee Drive. There is a bus stop at this intersection and the geometry and grading of Shawnee Drive makes visibility of Indian Hills Drive challenging. Based on the data, this intersection met Warrant B for sight distance, therefore, conversion to an all-way stop-controlled intersection is recommended.

He reported staff's recommendation to present an ordinance to City Council to convert the intersection of Shawnee Drive and Indian Hills Drive to an all-way stop-controlled intersection. A brief discussion was held relative to this topic.

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OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI  
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VINCE RATCHFORD made a motion to present an ordinance to City Council to convert the intersection of Shawnee Drive and Indian Hills Drive to an all-way stop-controlled intersection. BRIAN GOULD seconded the motion. A roll call vote was taken with the following results: Ayes: Gould, Ratchford, Haberstroh and Hollander. Nays: None. Absent: Otto. Motion passed.

Discussion Relative to Converting Intersections of Palisades Drive with Copperfield Court and Summer Glen Lane to All-Way Stop-Controlled Intersections

Director of Engineering Dan Mann reported staff received a safety concern and requests for all-way stop control at the intersection of Palisades Drive and Copperfield Court and Summer Glen Lane. The City hired TREKK Design Group to collect traffic data and perform stop warrants at each intersection. The City uses five criteria (warrants) based on the Manual of Uniform Traffic Control Devices (MUTCD) for guidance to determine when stop signs should be installed. This criteria considers crash history, sight distance, interim measure for signals, traffic volumes and other factors like left turn conflicts.

The intersection of Palisades Drive and Copperfield Court is currently a two-way stop control intersection with stop signs only along Copperfield Court. Copperfield Court provides access to Highway B and a significant entrance to the subdivision. Based on the data, this intersection met Warrant B for sight distance and Warrant E for other factors related to pedestrian conflicts and access to Highway B & the high school; therefore, conversion to an all-way stop-controlled intersection is recommended at Palisades Drive and Copperfield Court.

The intersection of Palisades Drive and Summer Glen Lane is currently a two-way stop control intersection with stop signs only along Summer Glen Lane. Summer Glen Lane has no access to Highway B and only provides access to residential homes within the subdivision. Based on the data, no warranted criteria were met at this intersection; therefore, conversion to an all-way stop intersection is NOT recommended. It is recommended that a two-way stop control remain at the intersection of Palisades Drive and Summer Glen Lane. A brief discussion was held relative to this topic.

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OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI  
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VINCE RATCHFORD made a motion to present an ordinance to City Council to convert the intersection of Palisades Drive and Copperfield Court to an all-way stop-controlled intersection and to keep the intersection at Palisades Drive and Summer Glen Drive the same a two-way stop control on Summer Glen Lane. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: Ayes: Ratchford, Haberstroh, Hollander and Gould. Nays: None. Absent: Otto. Motion passed.

Discussion Relative to the Residential Disability Parking Policy

Director of Engineering Dan Mann reported that in 1991, the City passed an ordinance to allow for designated on-street parking spaces for residents with physical disabilities who lacked access to off-street parking, such as driveways or garages. The goal was to provide equitable access by enabling closer and more reliable parking for eligible individuals in residential districts.

In recent years, the City has received an increasing number of requests for disability designated parking spaces from residents who do not have access to off-street parking including private driveways and garages. Historically, staff have been liberal with the issuance of these spots, erring on the side of issuance. A number of recent requests have been driven by neighbor disputes when a neighbor from several houses down parks in front of another resident's home, in "their" spot. Oftentimes, this parking spot is not being routinely used by the resident, but rather they do not want another person's vehicle in front of their home. These issues are often conveyed to the resident's Councilmember.

These requests suggest a shift in how the ordinance is being utilized. Current code requires consideration of nine different criteria. Specifically, this criteria lists that staff should consider "access to, and proximity of, driveways by those physically disabled persons or disabled veterans." Over the years, this requirement has been applied differently. Moving forward, staff plans to interpret this to mean when access to a driveway which is relatively flat in grade (less than a 5% slope) is available for off-street parking then a reserved on-street parking space will not be provided. In the case of a steeper driveway, it should also be demonstrated how the requested on-street parking spot provides greater accessibility (e.g. a porch walk leading to the on-street parking

STREET COMMITTEE  
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area). Per the Street Committee Matrix Item #7, staff would like to discuss this Policy with the Street Committee. A brief discussion was held relative to this topic. It was the general consensus of those Street Committee Members present to proceed with the interpretation of the policy as presented.

Discussion to Review Options at the Friedens and Fairgrounds Intersection as Part of the Federally Funded Project Currently Under Design

Director of Engineering Dan Mann reported that due to a large number of injury accidents at the intersection of Friedens Road and Fairgrounds Road, a four-way stop controlled intersection was implemented in recent years. In 2023, the City successfully applied for a federal CMAQ grant to install a new traffic signal at this intersection. The design consultant, HR Green, has been working on the conceptual design and evaluated four (4) possible intersection layouts including:

Option 1: five-lane signalization (RECOMMENDED OPTION)

Option 2: single lane roundabout

Option 3: dual-lane roundabout

Option 4: three-lane signalization

As part of this analysis, the three-lane signalization and single lane roundabout options would be part of a larger plan for a potential future road diet on Friedens Road between Scherer Parkway and Sound River Road. The road diet would convert Friends Road from the current four-lane roadway to a three-lane roadway with one through lane in each direction and a dedicated center turn lane. Drawings are attached depicting the potential road diet as well as the intersection layouts. The road diet is NOT being proposed nor recommended at this time.

From a traffic analysis standpoint, the 5-lane signalization and both roundabouts would perform at a level of service (LOS) A (which is the best LOS), while the three-lane signalization would perform at a LOS B. The construction costs of all intersection options are fairly close, around \$1.6 to \$1.7 million. The costs of constructing the road diet was not analyzed at this time.

Based on the similar levels of service and costs, the five-lane signalization will provide the

STREET COMMITTEE  
OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MISSOURI  
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maximum flexibility moving forward in terms of performance and room for future growth.

He reported staff's recommendation to move forward with the final design for Option 1, five-lane signalization. It was the general consensus of those Street Committee members present to move forward Option 1 per staff's recommendation.

VINCE RATCHFORD made a motion to adjourn the Street Committee meeting. BART HABERSTROH seconded the motion. All in favor. Motion passed.

The Street Committee meeting adjourned at 6:19 p.m.

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Date Approved

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Vince Ratchford, Chairman  
Street Committee

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Assistant City Clerk



RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
November 4, 2025

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The City Council convened in a Regular City Council Meeting on Tuesday, November 4, 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 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: Mayor Daniel J. Borgmeyer. City Clerk Kimberly Hudson 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 Parker Ludwig.

PRESENTATIONS/AWARDS/PROCLAMATIONS

Recognition of the Promotion of Joe Gragnani to Fire Chief

Deferred to December 2, 2025 Regular City Council Meeting

Recognition of the Promotion of Jamie Young to Deputy Fire Chief

Deferred to December 2, 2025 Regular City Council Meeting

A Proclamation Declaring November 25, 2025 as the 35th Annual *No Hunger Holiday in the City of Saint Charles, Missouri*

On behalf of the Honorable Mayor Daniel J. Borgmeyer, Council President Michael Galba read a proclamation declaring November 25, 2025 as the 35<sup>th</sup> Annual No Hunger Holiday in the City of Saint Charles, Missouri. John Callahan was present and accepted the proclamation.

A Proclamation Declaring November, 2025 as *National Native American Heritage Month in the City of Saint Charles, Missouri*

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
November 4, 2025

On behalf of the Honorable Mayor Daniel J. Borgmeyer, Council President Michael Galba read a proclamation declaring the month of November 2025 as National American Indian Heritage Month in the City of Saint Charles, Missouri. Janet Rolwes of the St. Charles Chapter of the Daughters of the American Revolution accepted the proclamation.

A Proclamation Declaring November, 2025 as Saint Charles Salutes Month in the City of Saint Charles, Missouri

On behalf of the Honorable Mayor Daniel J. Borgmeyer, Council President Michael Galba read a proclamation declaring the month of November 2025 as Saint Charles Salutes Month in the City of Saint Charles, Missouri. Councilmember and Veterans Commission Liaison Brian Gould and Assistant City Administrator Larry Perney accepted the proclamation.

PUBLIC COMMENT

Olivia Cross, 3404 Hiram St. Apt. A1, St. Charles, Missouri spoke relative to the Sewer Lateral Repair Program, Recall of Mayor Dan and transparency, integrity and accountability in government.

Arnie C. AC “Honest Abe” Dienoff, City-County Public Advocate, P.O. Box 1535, O’Fallon, Missouri, made a verbal request under the Missouri Sunshine Law to view public records relative to Item 8.F.1 and 8.F.2 on the agenda and also commented on several other agenda items.

REPORT OF THE MAYOR

In the absence of Mayor Borgmeyer, Director of Administration, Larry Dobrosky, shared the latest STC Highlights and Achievements which included:

- Implementation of New Mass Communication System
- Bruno, the Fire Department K9, assisted Des Peres, Missouri Public Safety in locating a missing person in Castlewood State Park

RECORD OF THE COUNCIL OF THE CITY OF SAINT CHARLES, MISSOURI  
November 4, 2025

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- Kudos to the Convention & Visitors Bureau (CVB) team for reaching their 10-year milestone of Legends and Lanterns®
  - Recognition of the Parks & Recreation Department at a recent conference for having the most monthly users on the WebTrac App among all customers
  - A presentation by Community Development Block Grant Administrator Kathleen Thompson to announce the WE R STC Help a Neighbor Employee Challenge to assist those in need in our community due to the suspension of SNAP funding and the holiday season. The employees are being challenged to raise \$25,000 and the City will match with \$100,000
  - Introduced State Representative Colin Wellenkamp who reported on the Convoy of Hope delivery coming to St. Charles. Mr. Dobrosky thanked Mr. Wellenkamp for his quick response to help those in need in our community and noted he appreciated his partnership with the City of Saint Charles.

ANNOUNCEMENTS FROM COUNCILMEMBERS/MISCELLANEOUS

Council Vice President Mark Hollander proposed that Council approve allocating the remaining Council Directive account balance toward the \$100,000 WE R STC Challenge match and expressed interest in exploring ways Councilmembers could support the \$25,000 employee challenge goal.

Council President Michael Galba thanked State Representative Wellenkamp for his partnership with the City and for fulfilling his campaign commitment to collaborate on community initiatives. He also expressed appreciation to Larry Dobrosky, Kathleen Thompson, and their team for the successful “Fill the Truck” event on Main Street during Halloween, noting the strong participation of Councilmembers and the community on short notice.

Councilmember Denise Mitchell announced that the Elected Official Bell Ringing for the Salvation Army will take place on December 6, 2025. Additional details regarding location and time slots will be provided by the Mayor’s Office.

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Councilmember Brian Gould, speaking on behalf of the Veterans Commission, thanked City staff, Director of Special Events and Communications Beth Norviel, Assistant City Administrator Larry Perney, and the Council for their continued support of the Commission and its events. He noted it was an honor to stand with Mr. Perney in accepting the Proclamation for Saint Charles Salute Month and recognized Representative Wellenkamp and City staff for organizing community support on short notice. Councilmember Gould also announced that the Saint Charles Salutes event will be held on Saturday, November 8, at the Boathouse parking lot, with additional details available on the City's website.

Council Vice President Mark Hollander announced he was honored to attend a reception celebrating SSM Health St. Joseph Hospital's 140th anniversary as a healthcare provider in St. Charles. He noted the hospital's growth since its founding in 1885 on Chauncey Street and shared that he and several family members have personal ties to the facility, recalling his grandmother's fondness for its cafeteria's chicken fried steak. Councilmember Hollander also shared an update from The Salvation Army regarding the annual Bell Ringing event on Saturday, December 6, encouraging Council participation in the friendly fundraising competition among area municipalities—adding that he looks forward to staying ahead of St. Peters.

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-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.

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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)*

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*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)*

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: M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West, Foust, Galba, Gould and Haberstroh. Nays: None. Absent: None. Motion passed.

A. Approval of Council Minutes and Reports

1. Regular City Council Meeting of October 7, 2025

File #49361

2. Regular City Council Meeting of October 21, 2025

File #49361

B. Receipt of Reports from Boards, Commissions and Committees

1. Greater Saint Charles Convention & Visitors Commission Meeting of August 28, 2025

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File #49388

2. Greater Saint Charles Convention & Visitors Commission Meeting of September 25, 2025

File #49388

3. Landmarks Board Meeting of September 22, 2025

File #49377

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

C23-288

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

C25-099

3. Contract with ESI to Purchase a Hosted VoIP Telephone System for a Five Year Agreement not to Exceed \$407,527.25

C25-271

E. Preliminary Plats

F. Miscellaneous

1. Report of the City Clerk Relative to Disposal of Various Records Pursuant

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to the Missouri Records Manual and State Records Retention Law (*Parks Department*)

File #49365

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*)

File #49365

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*)

File #49365

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*)

File #49365

ITEMS REMOVED FROM THE CONSENT AGENDA

No items were removed from the Consent Agenda.

RESOLUTIONS

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*)



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*Approved* by the Honorable Mayor on November 5, 2025 and is known as Ordinance **25-081**

**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*)

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

                 Nays:            None

                 Absent:         None

*Approved* by the Honorable Mayor on November 5, 2025 and is known as Ordinance **25-082**

**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*)

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

                 Nays:            None

                 Absent:         None

*Approved* by the Honorable Mayor on November 5, 2025 and is known as Ordinance **25-083**

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BILLS FOR INTRODUCTION

The following Council Bills were Introduced.

**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*)

Withdrawn.

File #49412

**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*)

Withdrawn.

File #49413

**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**

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

ITEMS FOR COUNCIL ACTION

There were no items for Council Action.

A motion was made by BILL OTTO to adjourn the Regular City Council Meeting. BRIAN GOULD seconded the motion. All voted in favor. Motion passed.

The Regular Council Meeting was adjourned at 8:20 p.m.

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Date Approved



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Kimberly Hudson, City Clerk

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Michael Galba, Presiding Officer

PUBLIC HEARING  
Before the City Council of the City of Saint Charles, Missouri  
November 4, 2025

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On Tuesday, November 4, 2025, a Public Hearing was held on the following items 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 and Members of the Council 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 Kim Hudson was present and performed the duties of that office.

PUBLIC HEARING

- 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)***

Director of Community Development Zachary Tusinger provided an overview of the application. Arnie C. AC “Honest Abe” Dienoff spoke relative to concerns with application.

There being no further public comment, a motion was made by JUSTIN FOUST to close the public hearing and approve the 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 with 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.

PUBLIC HEARING  
Before the City Council of the City of Saint Charles, Missouri  
November 4, 2025

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.

DENISE MITCHELL seconded the motion. A roll call vote was taken with the following results: Ayes: Galba, Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West and Foust. Nays: None. Absent: None. Motion passed.

- 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***)

Withdrawn by the Applicant.

Arnie C. AC “Honest Abe” Dienoff reported he has no testimony since the application was withdrawn and yielded the remainder of his time.

- 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. The Public Hearing should be held over until the***

PUBLIC HEARING  
Before the City Council of the City of Saint Charles, Missouri  
November 4, 2025

***January 6, 2026 Regular City Council Meeting.***

There being no public comment, DENISE MITCHELL made a motion to hold the Public Hearing open on Case No. Z-2025-11 until the January 6, 2026 Regular City Council Meeting. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: Ayes: Gould, Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West, Foust and Galba. Nays: None. Absent: None. Motion passed.

- 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.***

There being no public comment, DENISE MITCHELL made a motion to hold the Public Hearing open on Case No. Z-2025-12 until the January 6, 2026 Regular City Council Meeting. MARK HOLLANDER seconded the motion. A roll call vote was taken with the following results: Ayes: Haberstroh, M. Hollander, S. Hollander, Mitchell, Otto, Ratchford, West, Foust, Galba and Gould. Nays: None. Absent: None. Motion passed.

- 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***

PUBLIC HEARING  
Before the City Council of the City of Saint Charles, Missouri  
November 4, 2025

***Action Required. (RCA Attached)***

Withdrawn.

The Public Hearing adjourned at 7:21 p.m. and the Regular Session continued with the order of business.

\_\_\_\_\_  
Date Approved



\_\_\_\_\_  
Kimberly Hudson, City Clerk

\_\_\_\_\_  
Michael Galba, Presiding Officer

**SAINT CHARLES PARKS & RECREATION BOARD MINUTES**  
**MEETING HELD**  
**JULY 16, 2025**

The meeting was **Called to Order** by President Bichel at 6:00pm in the American Legion Room in Memorial Hall. **Roll Call** noted the following present for the meeting:

**Board** Sandy Bichel, Larry Muench, Kathy Mudrovic, Brian Scheidegger, Tim Glosier, Anna Shy, Anne Zerr and Council Liaison Denise Mitchell were present.  
TJ Slattery was absent.

**Staff** Maralee Britton – Director, Chris Atkinson – Assistant Director  
Don Borgmeyer – Enterprise Superintendent, Mike Wilkins – Chief Park Ranger  
Holly Magdziarz - City Attorney

**Others** D. Todd Reineke, Eric Hooper (GMB)

3. **Pledge of Allegiance**

4. **Verbal Petitions/Public Comments and Response:**

Mr. Reineke referred to the documents that he had provided to the Park Board in their packet. He referenced several arguments against the installation of artificial turf fields. These included health concerns, environmental impact, injuries, cost to install and replace.

The Board thanked Mr. Reineke for his comments.

5. **Staff Reports/Presentations:** None

6. **Items for Discussion and/or Action-**

A. **License Agreement with Greater Midwest Sports Marketing LLC (GMB) for the use of the Wapelhorst Ball Field Complex for tournaments 2026 - 2030\***

Atkinson presented the agreement for a 5-year partnership with GMB for the weekend use of the newly renovated Wapelhorst Ball Field Complex for youth tournaments from 2026-2030. This decision was made through a competitive process where 3 companies submitted proposals to operate the complex. Three staff members reviewed and evaluated the proposals and agreed that the most favorable proposal for the City was with Greater Midwest Sports Marketing LLC. (GMB).

Eric Hooper from GMB introduced himself and talked about GMB. This included their history in the sport, involvement in the region and also their plans for the complex beginning in the spring of 2026. GMB are excited about this partnership and the ability to host tournaments on artificial turf infields in the City of St. Charles.

Council Liaison Mitchell talked about her personal positive experiences with GMB with her son playing in GMB Tournaments over the years.

Muench made a motion to approve the License Agreement; seconded by Mudrovic. Motion Passed.

**B. Contract with John Rufkahr Jr. Concrete Company to install the batting cages at Wapelhorst Athletic Complex in an amount not to exceed \$24,077.00\***

Atkinson presented the contract for installing the new batting cage and pouring the concrete pad at the Wapelhorst Ball Field Complex.

Zerr made a motion to approve the contract; seconded by Scheidegger. Motion Passed.

**C. Purchase of portable pitching mounds from Victory Mounds, LLC for use at the Wapelhorst Athletic Complex in an amount not to exceed \$28,217.00\***

Atkinson presented the purchase of 8 different sized portable pitching mounds for use at the Wapelhorst Ball Field Complex.

Glosier made a motion to approve the purchase; seconded by Mudrovic. Motion Passed.

**D. Purchase of a shelter for Pundmann Nature Park from Backyard Showcase in an amount not to exceed \$25,252.10\***

Atkinson presented the purchase of the wooden shelter that will be installed in Pundmann Nature Park.

Shy made a motion to approve the purchase; seconded by Scheidegger. Motion Passed.

**E. Consideration of Budget Amendment #2, 2025\***

Britton presented the budget amendment. The amendment included a request to move \$2,300,000 from the undesignated fund balance to be placed into the Legacy Farms Park Project and \$175,000 to be placed in the Wapelhorst Athletic Complex project to pay for an irrigation system upgrade as part of the overall project.

Muench made a motion to approve the Budget Amendment; seconded by Glosier.  
Motion Passed.

F. **Contract with SWT Design Inc. to provide professional design services for Legacy Farms Park in an amount not to exceed \$586,730.00\***

Due to a request from the Legal Department this Action Item was tabled to the next meeting,

7. **Meeting Minutes:**

A. **Parks & Recreation Board Meeting Minutes June 18, 2025\***

Glosier made a motion to approve the meeting minutes; seconded by Mudrovic. The motion passed.

8. **Consent Agenda (Items to be received):**

The Consent Agenda was then addressed, which included the following:

- A. Calendar
- B. Financial Worksheets and Project Report
- C. Accounts Receivable Report
- D. Financial Transactions from \$10,000 to \$15,000- None
- E. Oak Grove Cemetery Report

Shy made a motion to approve the consent agenda; Seconded by Mudrovic. The motion passed.

9. **Items Removed from the Consent Agenda:** None

10. **Presidents Announcements and Reminders:** None

11. **Directors Report:**

- A. **Thank You's (As Available)**
- B. **General Department Update**
- C. **2025 2<sup>nd</sup> Quarter Report**

Britton discussed the new partnership between the Department, St. Charles Soccer Club and Mayor League Soccer for the MLSGO Program that will be hosted at the Sport 360

Soccer Complex.

Britton also highlighted some activities that came from a recommendation from the Mayor's Youth Advisory Task Force for a place to hang out late in the evenings. Staff have worked out with the group that shelter #1 and the tennis/pickleball courts in Blanchette Park can be used as a hangout spot.

Britton also stated that the Sunshine Law update/training from the Legal Department will take place at the August 6<sup>th</sup>, 2025 Work Session Meeting.

**12. Board Member Announcements and Reminders:**

Muench stated how frequently he uses the Braille Trail to walk his dog in McNair Park. Likes the shade trees in the area.

Mudrovic appreciates the ease of use of the Rainoutline for activity/facility closings.

**13. Council Liaison Announcements and Reminders:**

Councilperson Mitchell said Booneslick and Circle Drive Parks looked good. She encouraged the Parks Board members to stay connected to their "Council Buddies" and provide them updates on Board actions.

**14. Park Board Liaisons Comments**

**A. Foundation Report:**

Bichel and Mudrovic explained to the Board that the Foundation is in the process of updating and improving their online and marketing processes. Their focus is on educating the public on what the Foundation has done in the past while also focusing on what they are currently working on and the future projects that may need the public's assistance/participation.

**B. Legislative Report: None**

At 7:11 pm Zerr Made a Motion to go into Closed Session to discuss;

- A. Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (RSMo 610.021.1)

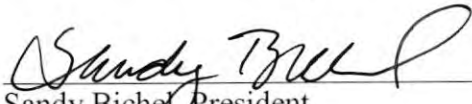
Seconded by Mudrovic.


After discussion between the Board Members and City Attorney Holly Magdziarz it was decided that there was no need to go into Closed Session.

As there was no further business to discuss Mudrovic moved for **Adjournment** at 7:25 pm; Seconded by Shy. The motion passed.

Meeting: July 16, 2025

Respectfully Submitted,

  
Sandy Bichel, President

  
Larry Muench  
Vice President

**SAINT CHARLES PARKS & RECREATION BOARD MINUTES**  
**MEETING HELD**  
**August 6, 2025**

The meeting was **Called to Order** by President Bichel at 6:00pm in the American Legion Room in Memorial Hall. **Roll Call** noted the following present for the meeting:

**Board** Sandy Bichel, Tim Glosier, Kathy Mudrovic, Larry Muench, Anna Shy, TJ Slattery, and Council Liaison Denise Mitchell were present.

Anne Zerr and Brian Scheidegger were absent.

**Staff** Maralee Britton – Director, Chris Atkinson- Assistant Director, Mike Wilkins – Chief Ranger, Don Borgmeyer – Enterprise Superintendent, Missy Hollander – Aquatics Coordinator, Adi Naumann – Recreation Coordinator.

**Other** Holly Magdziarz – City Attorney, Dan Borgmeyer - Mayor

**3. Pledge of Allegiance**

**4. Discussion of the Special Event Use Policy and Ticketed Events within Parks**

Britton presented the memo and started the discussion on the several attachments. The packet included the current Special Event Use Policy Manual for reference, a draft proposal from the Oktoberfest Committee for a profit-sharing option to allow ticketed events and a draft policy created by the Parks & Recreation Department for discussion.

Britton explained that over the years several groups have approached the Park Board about allowing a “ticketed event/gate fee” for their events in the Parks. This is currently prohibited with the current policy. The Oktoberfest Committee proposed allowing ticketed events if the event hosted chose to proceed that way. This is not a mandatory requirement but an option for special event hosts. Any funds from the ticketed event would be split 90/10 with the Department getting 10%. All of the other Park Fees (Park rental fee, Park Ranger costs etc.) would still remain. The Board members and Mayor Borgmeyer stated that this could be a significant new revenue for the Department if it is allowed and successful. They also believed that the profit-sharing model should be more than 10% for the Department.

Slattery and Shy stated that they had talked to the Oktoberfest Committee and he had no objections to the new policy.

Councilperson Mitchell asked how the attendance/ticket fees would be tracked. Staff stated that it would be on the honors system with the event host.

The Board Members present all said they support the idea and the change in policy and that staff can continue to work on an updated/new policy and bring it back at a future meeting for further discussion and possible approval.

**5. Contract with SWT Design Inc. to provide professional design services for Legacy Farms Park in an amount not to exceed \$596,730.00\***

Atkinson presented the contract. This contract will be for design services and services through the completion of the construction on Phase 1. The contract amount falls within the budgeted amount for professional services for this phase.

At the request of City Attorney Magdziarz the motion should be to award the bid and approve the contract with SWT Design Inc. in the amount of \$596,730.00

Slattery made the motion to award the bid and to approve the contract; seconded by Shy. Motion Passed.

**6. Discussion of the 1930's Cagney Steam Engine on Display at City Hall\***

Britton presented the memo and images of the two miniature trains/locomotives. One that is currently located in the lobby of City Hall and one that is currently in Eden Springs, Michigan. Eden Springs has requested the donation of the current locomotive in City Hall and the Park Board need to be involved due to an agreement made in 1981 that the Board donate the train and equipment to the City but would be given first right of refusal if it was to ever be sold or donated. Neither the City or the Parks Board have any interest in the Tom Thumb Steamliner currently located in Michigan or have any interest in keeping the Cagney Steam Engine that is located in the lobby of City Hall. There are no plans to move that train to the new City Hall when it is completed in 2026.

Slattery made a motion that the Park Board is not interested in the first right of refusal for the Texas Special Streamliner; seconded by Mudrovic. Motion Passed.

At 6:50pm the Board agreed to a 5-minute Recess before starting the Sunshine Law Training. Mayor Borgmeyer also left the meeting at this time.

**7. Sunshine Law and Legal Update for City Boards and Commissions, City Attorney Holly Magdziarz.**

City Attorney Magdziarz began the training by going through a PowerPoint presentation. The presentation highlighted the Sunshine Law and what is and not acceptable as a Committee member. Presentation touched upon Ethics and rules, what is a Public Meeting and Public Record, Agendas and Minutes, Record Retention and what the penalties are if the law is violated.

8. **Adopt a Park (Board Member observations pertinent to facilities, programs and services within the System)**

Shy – Good.

Glosier – Good.

Mudrovic – Good.

Bichel – Good. Said that the ground up trail from New Town Blvd. to Boschertown Road was in good condition.

Mudrovic – Good. Stated that she was asked by a resident about the possibility of extending the Riverwalk at the Wapelhorst Aquatic Facility beyond Labor Day weekend. Staff said that they would look into it but have concerns with staffing and costs.

Slattery – Good.

Council Liaison Mitchell - Stated that she was asked by a resident about the possibility of extending the Riverwalk at the Wapelhorst Aquatic Facility beyond Labor Day weekend. Staff said that they would look into it but have concerns with staffing and costs.

At 7:30 pm Shy Made a Motion to go into Closed Session to discuss;

- A. Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (RSMo 610.021.1)

Seconded by Muench.

Roll Call: Sandy Bichel – Yes, Tim Glosier - Yes,– Kathy Mudrovic - Yes, Larry Muench - Yes, Brian Scheidegger - Absent, Anna Shy – Yes, TJ Slattery - Yes, Anne Zerr – Absent. Motion passed.


At 8:00 pm Slattery Made A Motion to come out of Closed Session. Seconded by Muench.


Roll Call: Sandy Bichel – Yes, Tim Glosier - Yes,– Kathy Mudrovic - Yes, Larry Muench - Yes, Brian Scheidegger - Absent, Anna Shy – Yes, TJ Slattery - Yes, Anne Zerr – Absent. Motion passed.

As there was no further business to discuss Slattery moved for **Adjournment** at 8:01 pm; Seconded by Mudrovic. Motion passed.

Meeting: August 6, 2025

Respectfully Submitted,

  
Sandy Bichel - President

  
Larry Muench  
Vice President

**SAINT CHARLES PARKS & RECREATION BOARD MINUTES**  
**MEETING HELD**  
**September 10, 2025**

The meeting was **Called to Order** by President Bichel at 6:00pm in the American Legion Room in Memorial Hall. **Roll Call** noted the following present for the meeting:

**Board** Sandy Bichel, Tim Glosier, Kathy Mudrovic, Larry Muench, TJ Slattery, Anne Zerr and Council Liaison Denise Mitchell were present.

Anna Shy and Brian Scheidegger were absent.

**Staff** Maralee Britton – Director, Chris Atkinson- Assistant Director,  
Don Borgmeyer – Enterprise Superintendent

**Other** Holly Magdziarz – City Attorney

**3. Pledge of Allegiance**

**4. Consideration for approval of Change Order #1 to contract with Byrne & Jones Construction adding \$142,890.00 for a new irrigation system at the Wapelhorst Athletic Field Complex for a new contract amount of \$1,907,890.00\***

Atkinson presented the Change Order. Needed due to staff wanting to replace the irrigation in the outfields of all 4 fields at the complex. Since the complex is currently closed for construction now is the time to replace the irrigation.

Slattery made the motion to approve the Change Order; seconded by Mudrovic. Motion Passed.

**5. Consideration for approval of a Purchase Order with Southwest Airlines to provide flights for 52 trip participants on May 3 and May 10, 2026 during the San Antonio Trip in an amount not to exceed \$24,545.59\***

Atkinson presented the purchase. The flights are for a trip in 2026 but reservations need to be made asap to guarantee the tickets.

Mudrovic made the motion to award the bid and to approve the Purchase Order; seconded by Muench. Motion Passed.

**6. Consideration for Approval the 2026 Parks and Recreation Department Budget\***

**7. Consideration for Approval of the 2026 Compensation Policy\***

**8. Consideration for Approval of the 2026 Seasonal/Part-Time Wage Grid\***

**9. Consideration for Recommendation the 2026 Oak Grove Cemetery Budget\***

Britton did a PowerPoint presentation that reviewed agenda items 6, 7, 8 & 9. The presentation included the different funding mechanisms for the department, how the operational budget is set and balanced and different full time and part time employee increases that were used while setting the 2026 budget.

Britton asked that agenda item 7 (Compensation Policy) be held until a later meeting as discussions were still taking place at City Hall about the size of the potential grid increase. She wanted to make sure that the Parks & Recreation budget matched the other City budgets.

Glosier made a motion to approve Item #6 (Parks & Recreation Budget); seconded by Mudrovic. Motion Passed.

Zerr made a motion to table Item #7 (Compensation Policy); seconded by Muench. Motion Passed.

Zerr made a motion to approve Item #8 (Seasonal/Part Time Wage Grid); seconded by Mudrovic. Motion Passed.

Zerr made a motion to recommend to City Council Item # 9 (Oak Grove Cemetery Budget); seconded by Mudrovic. Motion Passed.

**10. Discussion of Legacy Farm Park Access Options**

Britton explained to the Board that since the Orchard Farm School District is no longer interested in doing a shared access road into both properties (as was shown on the original master plan of the park) that staff have been working with our consultant team to look at alternate access points into Legacy Farms Park. There are 3 possible options being reviewed.

Option 1 – West property line. Is not favorable to the City or MODOT as it does not align with an existing connecting street.

Option 2 – Copperfield Court Entrance. It does align with an existing street (Copperfield Ct.) The road would be shorter/less expensive to build. Negatives are that the entry divides the park property, reduces space for disc golf and planting area and would conflict with trail crossing.

Option 3 – Boschertown Road Entrance. It does align with an existing street (Boschertown

Road). Would be shorter/less expensive to build. Keeps road on outside of park. Possible negatives are that it would require the park master plan to be changed/flipped. Entrance at Boschertown may be too close to Highway 94 and the future traffic signal at Highway 94 and Highway B for MODOT.

Staff is working with consultant on updated Traffic Study for the area at MODOT's request.

Further discussion will be needed once traffic study completed and feedback provided by MODOT.

**11. Adopt a Park (Board Member observations pertinent to facilities, programs and services within the System)**

Muench – Good. Asked about the condition of the Elm tree in Jaycee Park. Informed that staff are aware and concerned. Will see how the tree looks in the spring.

Glosier – Good.

Zerr – Good.

Mudrovic – Good.

Bichel – Good.

Slattery – Good. Asked about the timeline to replace the faulty light at the Booneslick Courts. Atkinson stated that the light was meant to be shipped 9/19/25 and would be installed as soon as it arrived.


Council Liaison Mitchell – Asked about who is responsible for the black fencing along Old Highway 94 on the Centennial Greenway. There are some weeds growing through the fence from MODOT property. Atkinson stated that he believed it was MODOT but he would confirm.

As there was no further business to discuss Slattery moved for **Adjournment** at 7:43 pm; Seconded by Muench. Motion passed.

Meeting: September 10, 2025

Respectfully Submitted,

  
Sandy Bichel, President

  
Larry Muench  
Vice President

**SAINT CHARLES PARKS & RECREATION BOARD MINUTES**  
**MEETING HELD**  
**October 1, 2025**

The meeting was **Called to Order** by Larry Muench at 6:00pm in the American Legion Room in Memorial Hall. **Roll Call** noted the following present for the meeting:

**Board** Kathy Mudrovic, Larry Muench, Brian Scheidegger Anna Shy, TJ Slattery, and Council Liaison Denise Mitchell were present.

Sandy Bichel, Tim Glosier and Anne Zerr were absent.

**Staff** Maralee Britton – Director, Chris Atkinson- Assistant Director, Don Borgmeyer – Enterprise Superintendent, Mike Wilkins - Chief Park Ranger

**Other** Holly Magdziarz – City Attorney, Councilperson Bill Otto

3. **Pledge of Allegiance**
4. **Discussion and Consideration for approval the Organizations Hosting Ticketed Events in Public Parks Policy effective January 1, 2026\***
5. **Discussion and Consideration for approval amending the Special Event Use Policy Manual effective January 1, 2026\***
6. **Discussion and Consideration for approval amending the Business Use Policy effective January 1, 2026\***
7. **Discussion and Consideration of revoking the Athletic Facility League and Tournament Policy and the Permits for Use of the Ball Fields and adopting the Athletic Field Use Policy effective January 1, 2026\***

Britton led the discussion of the ticketed events policy. This change or new policy was created following a request by the Oktoberfest Committee who would like to have the ability to charge for access to future events in Frontier Park. There was a lot of discussion about beer gardens or areas of the parks that can currently be blocked off for a “private” event. Also, a lot of discussion about how the park could be fenced/gated to restrict access to the park/event and how that would work with the KATY Trail being in such close proximity to Frontier Park.

The Board felt that they needed more input from the large event organizers who would be the ones running these ticketed events. Britton said that staff would reach out to the large event hosts and share the draft policy to get some feedback. The plan is to further discuss the Ticket Event Policy and by default the other policies and manuals that would be impacted and/or changed by that policy at the next Work Session on November 5<sup>th</sup>, 2025.

Slattery made a motion to table Items #4, 5, 6 & 7; seconded by Mudrovic. Motion Passed.

**8. Discussion and Consideration of revoking the Soccer Complex Practice Permit Policy effective at passage\***

Britton explained that since this policy only relates to the Soccer Complex that the City no longer owns and operates that this policy should be revoked.

Slattery made the motion to revoke the Soccer Complex Practice Permit Policy; seconded by Scheidegger. Motion Passed.

**9. Discussion and Consideration for approval of a contract with Lochmueller Group Inc. to complete the Legacy Farms Park Updated Traffic Study in an amount not to exceed \$23,000.00\***

Atkinson explained the contract and the need for the work. Required by MODOT due to the amount of time and development that has taken place in the area of Legacy Farms Park since original study was completed.

Slattery made the motion to approve the Purchase; seconded by Scheidegger. Motion Passed.

**10. Adopt a Park (Board Member observations pertinent to facilities, programs and services within the System)**

Muench – Good.

Scheidegger – Good.

Zerr – Good.

Mudrovic – Good.

Slattery – Good.


Council Liaison Mitchell – Thanked staff for clearing the black fencing along Old Highway 94 on the Centennial Greenway.

As there was no further business to discuss Scheidegger moved for **Adjournment** at 6:40 pm; Seconded by Mudrovic. Motion passed.

Meeting: October 1, 2025

Respectfully Submitted,

  
Sandy Bichel - President

  
Larry Muench  
Vice President

## MEETING SUMMARY

### MAIN STREET SPECIAL BUSINESS DISTRICT ADVISORY BOARD

Thursday, October 2, 2025 10:30 AM

Conference Room A., City Hall

200 N. Second Street, Saint Charles, Missouri

#### **Members Present:**

Jodi Devonshire, Chair  
Joe Ancmon, Vice Chair  
Amy Senter  
Chip Bates  
Mark Hollander, Council Liaison

#### **Staff Members Present:**

Jessica Ferguson, Business Dev. Coordinator  
Bill Otto, Councilmember  
Eric Pospisil, Asst. Director Communications  
Ryan Nacke, Police Department  
Samuel Thomas, Public Works  
Zach Stanley, Assistant Director of PW

**ABSENT:** Ryan Riege, Denny Kuss.

**Call to Order and Call the Roll** – Jodi Devonshire called the meeting to order at 10:30am. There were four (4) members present, enough for a quorum. Jessica Ferguson conducted roll call.

**Pledge of Allegiance** – Jodi Devonshire led the Pledge of Allegiance.

**Minutes** – Meeting minutes were needing approval for the September 2025 Special Business District Meeting. Joe Ancmon made a motion to approve the minutes as submitted. Amy Senter seconded the motion. All were in favor (4-0).

**Correspondence** – None.

**Police Report for Main Street** – Officer Nacke gave Police Department update. Joe Ancmon discussed parking issues.

**Report from Communications Dept.** – Erica Pospisil discussed upcoming events for October, including changing of Riverside Drive to a one-way street. Chip Bates arrives to the meeting at 10:40AM. 5 members are now present.

**Current Operating Budget** – Jessica Ferguson presented the operating budget. Amy Senter made a motion to approve the budget, Mark Hollander seconded the motion. All were in favor (5-0).

**Funding Requests** – Mark Hollander gives update on Lewis and Clark images/artwork.

**Main Street Maintenance Items** – Zach Stanley and Samuel Thomas were present at the meeting. Zach Stanley gave an update on painting, Berthold Square clock, gum cleanup, trash, fencing, and holiday lighting. Amy Senter made a motion to call a Special Meeting on Thursday, October 9 at 10:30am to discuss holiday lighting funds. Joe Ancmen seconded. All in favor (5-0).

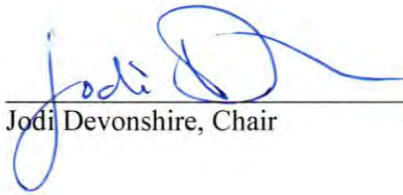
**Main Street Colonnade:** - Edward Dermody of Dermody & Associates gave an overview of colonnade design options.

**New Business** – None.

**Report from City Council Liaison** – CM Mark Hollander discussed parking on Riverside and Main Street during festival season.

**Other Information from Staff** – The Board’s next special meeting will be October 9, 2025 at 10:30am. The Board’s next regular meeting will be November 6, 2025 at 10:30am.

**Adjournment** – Chip Bates made a motion to adjourn the meeting. Joe Ancmon seconded the motion. All were in favor (5-0). The meeting ended at 11:58am.



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Jodi Devonshire, Chair

10/2/25  
Date

**MEETING SUMMARY**

**SPECIAL MAIN STREET SPECIAL BUSINESS DISTRICT ADVISORY BOARD**

**Thursday, October 9, 2025 10:30 AM**

**Conference Room A., City Hall**

**200 N. Second Street, Saint Charles, Missouri**

**Members Present:**

Jodi Devonshire, Chair  
Joe Ancmon, Vice Chair  
Ryan Riege  
Amy Senter  
Chip Bates  
Mark Hollander, Council Liaison

**Staff Members Present:**

Taylor Moore, Preservation Planner  
John Boyer, Assistant Director of CD  
Lawrence Perney, Assistant City Administrator  
Jessica Ferguson, Business Dev. Coordinator  
Beth Norviel, Director Communications  
Samuel Thomas, Public Works

**ABSENT:** Denny Kuss.

**Call to Order and Call the Roll** – Jodi Devonshire called the meeting to order at 10:30am. There were five (5) members present, enough for a quorum. Taylor Moore conducted roll call.

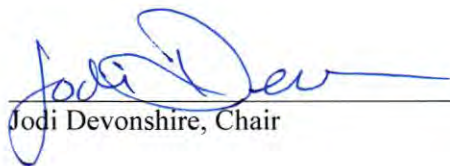
**Pledge of Allegiance** – Jodi Devonshire led the Pledge of Allegiance.

**Holiday Lighting** – The Board decided that for this holiday season the existing lights will be utilized and maintained/repared as much as possible. Many merchants along Main Street are wrapping the tree trunks in front of their businesses to enhance the district. Chip Bates joins the meeting at 10:37. Six (6) members are now present.

For 2026, the Board would like to collaborate with Public Works and the CVB to contribute to new holiday lights for Main Street. Chip Bates made a motion to contribute funds to Public Works for the holiday lights not to exceed \$40,000.00. Amy Senter seconded the motion. All were in favor (6-0).

An additional motion must be made in order to remove money from the Reserve Fund and transferred to Public Works. Chip Bates made a motion to remove \$40,000.00 from the Reserve Fund. Joe Ancmon second the motion. All were in favor (6-0).

**Adjournment** – Mark Hollander made a motion to adjourn the meeting. Chip Bates seconded the motion. All were in favor (5-0). The meeting ended at 11:01am.

  
\_\_\_\_\_  
Jodi Devonshire, Chair

10/9/25  
\_\_\_\_\_  
Date



Veterans Commission of the City of Saint Charles  
Meeting Minutes August 11<sup>th</sup>, 2025

The Veterans Commission of the City of Saint Charles, Missouri met on Monday, August 11<sup>th</sup>, 2025, at 5:30 PM in Conference Room A, on the Fourth Floor of City Hall, 200 North Second Street, Saint Charles Missouri with Chairman Chris Mendes, Betty Gonzales, Thomas Stephens, Ivan Bohlender, Council Liaison Brian Gould and Staff Liaison Larry Perney. Councilman Bill Otto was a guest attendee. Larry Reighard, Renee Porter, Art Minor, and Katrina Evans were absent.

Meeting called to order at 5:35 PM. Roll Call was held.

The Pledge of Allegiance was recited.

Approval of June 9, 2025 Minutes: Motion Approved by Committee Member Betty Gonzales and Seconded by Committee Member Tom Stephenson. All approved, motion passed.

Old Business: No Old Business.

New Business:

- Election of Vice Chairman. A motion was made by Brian Gould to table the election of Vice Chairman until next meeting. Betty Gonzales seconded. All approved, motion passed.
- STC Now Article for September issue. The Committee expressed the desire to put an article in about the Watchfire and advertisement for the POW/MIA Watchfire event. For October, it was talked about having a rewind on Veterans Commission members and events and possibly a spotlight on Betty Gonzales.
- Purple Heart Day Ceremony – A discussion was held on the Purple Heart Day Ceremony held on August 7. Everyone was in agreement the event was very successful with a large turnout and the speaker was excellent. There were a couple State Representatives and County Councilman present. It was noted that we need to announce any VIPs in attendance at future events.
- POW/MIA Watchfire – The Veterans Commission will host the POW/MIA Watchfire on Friday, September 25. Art Minor will be the Master of Ceremonies, Betty will confirm with American Legion to do the Presentation of Colors and the Young Marines to lead the Pledge of Allegiance and Larry Ruebling to sing the National Anthem. LP will confirm Neal VanNatta for the invocation, Mike LeBlanc for Missing Man Table and Mike Galba for the pallets for the Watchfire.
- St. Charles Salutes – Veterans Day. Planning for this should start as soon as possible. We will follow up during the next meeting.

Date of next meeting is set for September 8<sup>th</sup>, 2025

Tom Stephenson made a motion to adjourn, seconded by Betty Gonzales. All approved, motion passed.

The meeting adjourned at 6:14 PM.

Approved: \_\_\_\_\_

Date \_\_\_\_\_

9-8-25



Veterans Commission of the City of Saint Charles  
Meeting Minutes September 8<sup>th</sup>, 2025

The Veterans Commission of the City of Saint Charles, Missouri met on Monday, September 8<sup>th</sup>, 2025, at 5:30 PM in Conference Room A, on the Fourth Floor of City Hall, 200 North Second Street, Saint Charles Missouri with Chairman Chris Mendes, Betty Gonzales, Larry Reighard, Ivan Bohlender, Renee Porter, Art Minor, Katrina Evans, and Staff Liaison Larry Perney. Thomas Stephens, Lance Theby and Council Liaison Brian Gould were absent.

Meeting called to order at 5:35 PM. Roll Call was held.

The Pledge of Allegiance, led by Renee Porter, was recited.

Approval of August 11, 2025 Minutes: Motion to approve by Ivan Bohlender and Seconded by Renee Porter. All approved, motion passed.

Old Business: No Old Business.

New Business:

- Election of Vice Chairman. A motion was made by Renee Porter for Ivan Bohlender to become Vice Chairman of the Veterans Commission. Katrina Evans seconded. All approved, motion passed.
- POW/MIA Watchfire – The Veterans Commission will host the POW/MIA Watchfire on Friday, September 25, at 6:30 p.m., at the St. Charles Veterans Memorial. Art Minor will be the Master of Ceremonies, American Legion to do the Presentation of Colors, the Young Marines will lead the Pledge of Allegiance, Kathy Lawton Brown will sing the National Anthem, David Iannacone will do the Invocation, Mayor Borgmeyer will give the Welcome, Mike LeBlanc will do the Missing Man Table, Art Minor will give the Significance of the Watchfire, Kathy Lawton Brown will sing God Bless American. The Patriot Guard Riders will do the processional. Mike Galba confirmed the pallets for the Watchfire.
- St. Charles Salutes – Veterans Day. Planning for this should start as soon as possible. We will follow up during the next meeting.

Date of next meeting is set for October 8<sup>th</sup>, 2025

Betty Gonzales made a motion to adjourn, seconded by Larry Reighard. All approved, motion passed.

The meeting adjourned at 6:14 PM.

Approved: \_\_\_\_\_

Date

10-13-25

**PLANNING AND ZONING COMMISSION - MINUTES**

**September 15, 2025**

**City Hall – Council Chambers**

**200 N Second Street, 4<sup>th</sup> Floor**

**St. Charles, MO 63301**

**MEMBERS PRESENT:**

Shawn Luesse, Chairperson

Julie Bartch, Vice-Chair

Michael Galba, City Council Liaison

Keith Liston

Tyson King

John Morgan

Adriana Perrone

**MEMBERS ABSENT**

Missy Palitzsch, Secretary

Mayor Dan Borgmeyer

Chris DeGuentz

**STAFF PRESENT:**

John Boyer, Assist. Director of C.D./Planning Manager

Lara Berry, Planner

A regular meeting of the St. Charles Planning and Zoning Commission was held on **Monday, September 15, 2025**, beginning at 6:00 p.m. on the fourth floor of City Hall Chambers, 200 North Second Street, St. Charles, Missouri.

*The meeting was called to order by Chairperson, Shawn Luesse, at 6:00 p.m. Vice-Chair, Julie Bartch, took roll. Those in attendance are noted above.*

1. Call to order and the roll.
2. The Pledge of Allegiance.
3. Approve the minutes of the August 11, 2025 Planning and Zoning Commission meeting.

*Vice-Chair Bartch made a motion to approve the minutes. Councilmember Galba seconded the motion. All were in favor. The minutes were approved.*

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**PUBLIC HEARING: Conditional Use**

4. 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.

*Planner Berry provided the Commission with an overview of the Conditional Use Permit request. The applicant addressed the Commission. The public hearing for the application opened with no speakers from the public. Vice-Chair Bartch made a motion to close the public hearing. Councilmember Galba seconded the motion. All were in favor and the public hearing closed. Councilmember Galba motioned to forward the Conditional Use application, with the following conditions:*

1. **The Conditional Use Permit is for a Feline-Only Animal Service Establishment with Overnight Stays for the property located at 1023 First Capitol Drive, is issued to Purr Luxe and shall not be transferable to another location and/or tenant/business without additional City review and approval.**
2. **Any change to the submitted proposal, including but not limited to any additional animal species (e.g., dogs), outdoor use, additional services, etc., may require additional approvals from the City.**
3. **Non-compliance with any building codes, property maintenance codes, fire codes, noise control ordinances, or conditions of this approval is grounds for revocation of the conditional use approval.**

*Vice-Chair Bartch seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (7 In Favor, 0 Opposed) at their October 7, 2025 meeting.*

**PUBLIC HEARING: Conditional Use**

5. Case No. CU-2025-21. (Krunal Patel – The Taco Spot) An application for 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 Zumbahl Road. The subject property is located in Ward 6.

*Planner Berry provided the Commission with an overview of the Conditional Use Permit request. The applicant addressed the Commission. The public hearing for the application opened with no speakers from the public. Vice-Chair Bartch made a motion to close the public hearing. Commissioner Morgan seconded the motion. All were in favor and the public hearing closed. Councilmember Galba motioned to forward the Conditional Use application, with the following conditions:*

1. **This conditional use permit for liquor sales associated with a restaurant use shall be issued to the applicant (Krunal Patel) with The Taco Spot restaurant only for an approximately 2,500 square-foot interior tenant space and 800 square-foot outdoor patio located at 1801 Zumbahl Road and is not transferable to another location and/or tenant/business.**
2. **Any change to the submitted proposal, including but not limited to additional dining area, outdoor patio expansion, or live music, may require additional approvals from the City.**
3. **Approval of this Conditional Use is not approval of a liquor license. A liquor license shall be approved by the City Council prior to any liquor sales.**
4. **Liquor sales shall not occur independently of the primary business use and shall only be accessory to the operation of the restaurant use.**
5. **All exterior patio lighting shall be hooded, shielded, and/or directed downward and away from any adjacent residential zoning district.**
6. **Non-compliance with any building codes, property maintenance codes, fire codes, noise control ordinances, or conditions of this approval is grounds for revocation of the conditional use approval.**
7. **Violations of Chapter 600 (Liquor/Alcoholic Beverages) may be grounds for revocation of this Conditional Use.**

*Vice-Chair Bartch seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (7 In Favor, 0 Opposed) at their October 7, 2025 meeting.*

**PUBLIC HEARING: Rezoning**


6. 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. ***This item was WITHDRAWN by the applicant.***

*No further action was required by the Commission.*

**Adjournment**

*The next regular meeting of the Planning and Zoning Commission is scheduled for **October 20, 2025.***

*Vice-Chair Bartch made a motion to adjourn the meeting. Commissioner Morgan seconded the motion. All were in favor. The meeting adjourned at 6:16 p.m.*

  
\_\_\_\_\_  
SECRETARY

  
\_\_\_\_\_  
DATE

## PLANNING AND ZONING COMMISSION - MINUTES

October 20, 2025

City Hall – Council Chambers  
200 N Second Street, 4<sup>th</sup> Floor  
St. Charles, MO 63301

### MEMBERS PRESENT:

Missy Palitzsch, Secretary  
Mayor Dan Borgmeyer  
Michael Galba, City Council Liaison  
Chris DeGuentz  
Tyson King

### MEMBERS ABSENT

Shawn Luesse, Chairperson  
Julie Barch, Vice-Chair  
Keith Liston  
John Morgan  
Adriana Perrone

### STAFF PRESENT:

John Boyer, Assist. Director of C.D./Planning Manager  
Lara Berry, Planner  
Madelyn Brown, Planner

A regular meeting of the St. Charles Planning and Zoning Commission was held on **Monday, October 20, 2025**, beginning at 6:00 p.m. on the fourth floor of City Hall Chambers, 200 North Second Street, St. Charles, Missouri.

*The meeting was called to order by Secretary, Missy Palitzsch, at 6:02 p.m. Staff took roll. Those in attendance are noted above.*

1. Call to order and the roll.
2. The Pledge of Allegiance.
3. Approve the minutes of the September 15, 2025 Planning and Zoning Commission meeting.

*Mayor Borgmeyer made a motion to approve the minutes. Councilmember Galba seconded the motion. All were in favor. The minutes were approved.*

### CONSENT AGENDA

4. Case No. SUB-2025-03. (Tempest Properties) A Preliminary Plat application to subdivide the existing undeveloped parcel located at 3601 Huster Road into two (2) lots. The property is zoned I-1/WHP Light Industrial District and is located within the Wellhead Protection District. The subject property is approximately 42 acres and is located in Ward 7. **The applicant requested this item to be TABLED to the November 10, 2025 Commission meeting.**

*Commissioner DeGuentz made a motion to table the application to the November 10, 2025 meeting. Councilmember Galba seconded the motion. All were in favor.*

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### PUBLIC HEARING: Annexation & Establishment of Zoning

5. 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.

*Planner Brown provided the Commission with an overview of the Annexation and Establishment of Zoning requests. The applicant addressed the Commission. The public hearing for the application opened with no speakers from the public. Councilmember Galba made a motion to close the public hearing. Commissioner DeGuentz seconded the motion. All were in favor and the public hearing closed.*

Councilmember Galba motioned to forward the Annexation to the City Council, as submitted. Commissioner DeGuentz seconded the motion. The Annexation application will be forwarded to the City Council with a favorable recommendation (5 In Favor, 0 Opposed) at their November 4, 2025 meeting.

Commissioner DeGuentz motioned to forward the Establishment of Zoning to the City Council, as submitted. Councilmember Galba seconded the motion. The Establishment of Zoning application will be forwarded to the City Council with a favorable recommendation (5 In Favor, 0 Opposed) at their November 4, 2025 meeting.

**PUBLIC HEARING: Conditional Use**

6. 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.

Planner Brown provided the Commission with an overview of the Conditional Use Permit and Site Plan (Item #7) requests. The applicant addressed the Commission. The public hearing for the application opened with two (2) speakers from the public. The speakers’ general comments were in regards to the landscaping/screening. Councilmember Galba made a motion to close the public hearing. Commissioner DeGuentz seconded the motion. All were in favor and the public hearing closed. Councilmember Galba motioned to forward the Conditional Use application, with 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.**

Commissioner DeGuentz seconded the motion. The Conditional Use application will be forwarded to the City Council with a favorable recommendation (5 In Favor, 0 Opposed) at their November 4, 2025 meeting.

**SITE PLAN**

7. Case No. SP-2025-07. (Clement Management Services LLC) A Site Plan application for an amendment to the previously approved lot configuration located at 201 Arco Drive. The property is zoned C-2 General Business District and is located in Ward 6.

Councilmember Galba made a motion to approve the Site Plan, subject to the following condition:

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

Commissioner DeGuentz seconded the motion. All were in favor.

**SITE PLAN**

8. Case No. SP-2025-08. (ARCO Construction - St. Louis) A Site Plan application for a new multi-family residential development generally located north and south of Arena Pkwy, east of the intersection with Hwy 364. The property is zoned PD-MU Planned Development Mixed-Use and is located in Ward 4.

Planner Berry provided the Commission with an overview of the Site Plan request. The applicant addressed the Commission. Councilmember Galba made a motion to approve the Site Plan, subject to the following conditions:

1. Final review of the proposed lighting and photometric plan will be reviewed for compliance upon the submittal of a building permit.
2. Upon the submittal of a building permit, staff will verify the landscaping will screen the height of the equipment.

Mayor Borgmeyer seconded the motion. All were in favor.

**PUBLIC HEARING: Annexation & Establishment of Zoning**

9. 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. *The Applicant requested this item be **TABLED** until the November 10, 2025 Planning and Zoning Commission meeting.*

**PUBLIC HEARING: Annexation & Establishment of Zoning**

10. 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. *The Applicant requested this item be **TABLED** until the November 10, 2025 Planning and Zoning Commission meeting.*

**PUBLIC HEARING: Rezoning**

11. 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. *The Applicant requested this item be **TABLED** until the November 10, 2025 Planning and Zoning Commission meeting.*

Councilmember Galba made a motion to TABLE items 9, 10, and 11 to the November 10, 2025 Commission meeting. Mayor Borgmeyer seconded the motion. All were in favor.

**ADMINISTRATIVE ITEMS:**

12. Comprehensive Plan - Draft

*Assistant Director Boyer provided the Commission with an overview of the Comprehensive Plan Draft Document. He discussed some of the items the Commission should pay particular attention to and gave a deadline of November 3<sup>rd</sup> to provide feedback to staff.*

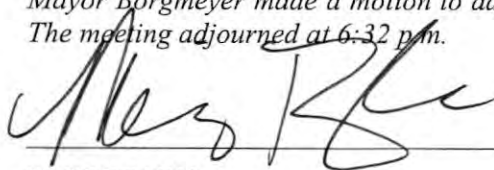
13. Approve the 2026 Meeting Schedule

*Commissioner DeGuentz made a motion to approved the 2026 Meeting Schedule. Commissioner King seconded the motion. All were in favor.*

**Adjournment**

*The next regular meeting of the Planning and Zoning Commission is scheduled for November 10, 2025.*

*Mayor Borgmeyer made a motion to adjourn the meeting. Commissioner King seconded the motion. All were in favor. The meeting adjourned at 6:32 p.m.*



SECRETARY



DATE



Contract # \_\_\_\_\_  
(City Clerk will Assign)

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

<b>Requesting Department:</b>	Engineering	<b>Department Contact:</b>	Jonathan Silver/Grace C
<b>Vendor Name &amp; NWS#:</b>	SCI ENGINEERING INC/1095		
<b>Description/Purpose:</b>	Authorization to execute Supplemental Agreement #2 with SCI Engineering, Inc. in an amount of \$274,988.31, for a total contract not exceed \$354,988.31.		
<b>Account #:</b>	401-502-502-872101 - \$274,988.31		
<b>Project #:</b>	24ENG1		
<b>Amount of this Routing:</b>	\$ 274,988.31	<b>Requisition #:</b>	20250804
<b>Contract Type:</b>	Contract Amendment	<b>N/A</b>	<b>Coop#:</b>
<b>Contract Term:</b>	To Completion	<b>Renewal Options:</b>	
<b>If Renewal or Amendment: C#</b>	C24-283	<b>Amendment #</b>	2
		<b>Renewal #</b>	
<b>Original Contract Value:</b>	\$ 50,000.00	<b>Total of Previous Amendments:</b>	\$ 30,000.00
<b>Total Contract Value:</b>	\$ 354,988.31		

DS  
MLO

**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.

<b>Printed Name:</b>  Dan Mann	<b>Signature:</b> <small>DocuSigned by:</small> <i>Dan Mann</i>	11/11/2025
--------------------------------------	---	------------

<b>ROUTING</b>	<b>Signature/Date</b>
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 11/12/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 11/12/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 11/12/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 11/13/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

DS  
MLO



**RCA FORM (OFFICE USE ONLY)**

Bill # \_\_\_\_\_

MEETING/DATE: 11/18/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 1

Sponsor(s): Consent Agenda

**Description:**

Authorization to execute Supplemental Agreement #2 with SCI Engineering, Inc. in an amount of \$274,988.31, for a total contract not exceed \$354,988.31.

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

Supplemental Agreement No. 2 for the On-Call Miscellaneous Testing Services contract will add additional testing services scope of work for key city projects, including the new City Hall and the Senior Center & Recreation Center. The additional scope of work includes construction materials testing, geotechnical exploration, environmental assessments, and structural load testing. These services are essential to ensure compliance with engineering standards, safety regulations, and project time-lines. This supplemental agreement is for \$274,988.31, for a total contract not to exceed \$354,988.31.

**City Staff recommends approval of this supplemental agreement.**

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

**Fiscal Impact:** 274,988.31

**Requisition #:** 20250804

**Account #:** 401-502-502-872101 - \$274,988.31

**Project #:** 24ENG1

RCA prepared by: JS/GC Dept. Dir. Finance Dir. Dir. of Admin.

**SUPPLEMENTAL AGREEMENT NO. 2**

**ENGINEERING SERVICES CONTRACT  
BETWEEN  
CITY OF ST. CHARLES  
AND  
SCI ENGINEERING, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 1 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 **SCI Engineering, Inc** hereinafter referred to as “ENGINEER”.

WITNESSETH:

WHEREAS, on December 16, 2024, the parties hereto entered into an Engineering Services Contract (Prime Contract) to provide professional services for the “Construction Materials Testing Services 2025”, hereinafter “PROJECT”. The original contract value was \$50,000.00.

WHEREAS, on October 7, 2025, the parties hereto entered into a Supplemental Agreement No. 1 to provide additional services for the PROJECT in an amount \$30,000.00 for a total contract value of \$80,000.00

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 Schedule B. This requires a change in the scope of services of the aforesaid Engineering Services Contract in an amount not to exceed Two Hundred Seventy-Four Thousand Nine Hundred, Eighty-Eight Dollars and Thirty-One Cents (\$274,988.31).

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 (Schedule B) 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 \$274,988.31.
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 (Schedule B) 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 \$80,000.00 to \$354,988.31.



**SUPPLEMENTAL AGREEMENT NO. 2**

**ENGINEERING SERVICES CONTRACT  
BETWEEN  
CITY OF ST. CHARLES  
AND  
SCI ENGINEERING, 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* 11/12/2025  
CSFB3E8A40BE40D...  
Director of Finance, St. Charles Date  
Jennifer O'Connor

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

September 3, 2025

Jonathan Silver  
City of St. Charles  
200 North Second Street, Room 202  
St. Charles, Missouri 63301RE: Construction Observation/Testing Services Proposal - Revised  
St. Charles City Hall  
St. Charles, Missouri  
SCI No. 2023-0838.00

Dear Jonathan Silver:

SCI Engineering, Inc. (SCI) is pleased to present our revised proposal to provide Construction Testing and Observation Services for the City of St. Charles City Hall project, located at 640 North Second Street, in St. Charles, Missouri. We previously explored the subsurface conditions of the project site, and reported our results in our subsurface report titled, *Geotechnical Report – ST. CHARLES CITY HALL – ST. CHARLES, MISSOURI*, dated August 2024.

**PROJECT UNDERSTANDING**

Based on the plans and specifications prepared by JEMA Architects, dated February 5, 2025, we understand the project will feature the construction of a new, 4-story city hall development, in St. Charles, Missouri. The proposed complex will include a 4-story city use building, with an attached 2-story retail space along the easternmost perimeter, and an integrated 2-level, post-tensioned, cast-in-place parking garage, with a total footprint of approximately 70,000 square feet. The structure is expected to be supported by reinforced drilled concrete piers, and lateral grade and tie-beam foundations. Some remediation of existing unsuitable material up to depths of 3.5 feet, may be required below the footprint of the structure. Above grade, the project will feature structural steel framing with masonry façade, and glass storefronts. Site work and grading will include removal of on-site materials, with new infrastructure improvements, and concrete benches, walks, and decorative entryways.

**SCOPE OF SERVICES**

We understand our scope of services will include various construction testing and observation services, which are anticipated to be required during construction. These include the items shown on the Special Inspection Tables on page S012 of the structural drawings. In order to prepare an estimate of our fees, we have made necessary assumptions regarding schedule, scope, time required on-site, and other considerations. Our anticipated scope of services is shown on the *Fee Schedule and Estimate* table enclosed.

Although not specifically requested at this time, SCI can also perform additional services. These services may include conducting and documenting weekly and rain-event observations at the site, as required by the Stormwater Pollution Prevention Plan and Land Disturbance Permit. Should these or any other additional services be required, please contact us, and we will provide you with a supplemental proposal, at that time.

Jonathan Silver  
City of St. Charles

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September 3, 2025  
SCI No. 2023-0838.00

## FEES

SCI proposes to invoice our services in accordance with the rates shown in the tables enclosed, for each respective testing service requested. These rates are inclusive of labor, equipment, transportation, Project Manager review, and standard reporting for each type of service. Please note that our actual fees may be more or less than the *Total Estimated Fee*, depending upon the quantity of services required or requested, and that by requesting specific services each day, you agree to pay the fees associated with the requested visits, in accordance with the rates as provided in the tables enclosed. Some additional terms regarding our fees are included in the list below:

- We have assumed access to the areas requiring inspections or tests will be provided by the contractor, which includes use of lifts, ladders, scaffolding, etc. Should SCI be required to provide equipment to access these areas, an additional fee of the rental cost, plus 15 percent will be charged.
- Overnight shift work will incur a premium of 10 percent of the applied rate, while services rendered on holidays or weekends, will be 1.4 times the rates provided.
- A fuel surcharge of \$5.00/trip will be applied when the National Average Price for regular unleaded is above \$4.00/gallon, and an additional \$5.00/trip will apply for each dollar over \$4.00/gallon, thereafter.
- An escalation rate of 5 percent of the fee or unit rates will apply for services of an ongoing project, where our services are required more than one calendar year, from the date of the proposal. An additional 5 percent escalation rate will apply to each calendar year, thereafter.

## AUTHORIZATION

The fees included in this proposal will be honored, if accepted within 30 days. After that time, an updated proposal can be provided as needed.

To formally authorize the material testing services outlined in this proposal, please sign the *Acceptance of Proposal for Professional Services* form, and return one copy to our office. This sheet provides important information, regarding report distribution and invoicing. Please note that our payment terms are net due upon receipt of invoice.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please contact us at (636) 949-8200, or [KThomassen@sciengineering.com](mailto:KThomassen@sciengineering.com).

Respectfully,  
**SCI ENGINEERING, INC.**



Kyle E. Thomassen  
Estimator



Karl T. Koenigsfeld, P.E.  
Senior Engineer

KET/KTK/smb

Enclosures: Fee Schedule and Estimate  
Acceptance of Proposal for Professional Services  
General Terms and Conditions



**FEE SCHEDULE AND ESTIMATE**

Service Item	Rate (\$)	Qty:	Fee (\$)
Project Initiation	1,500.00 /lump sum	1	1,500.00
Project Manager or Engineer for Site Meetings	425.00 /trip	4	1,700.00
Observation of Drilled Pier Installation – Up to 8 hours on-site	1,000.00 /day	20	20,000.00
Compaction/Density Testing for Site Grading, Utility Backfill, and Remediation – Up to 8 hours on-site	825.00 /day	10	8,250.00
Bearing Soil Observation/Subgrade Observation – Up to 3 hours on-site	425.00 /trip	6	2,550.00
Subgrade and Base Material Compaction/Density Testing – Up to 3 hours on-site	400.00 /trip	10	4,000.00
Structural Masonry Observation – Up to 4 hours on-site	550.00 /trip	20	11,000.00
Pre-Pour Reinforcing Steel Observation – Up to 3 hours on-site	375.00 /trip	25	9,375.00
Structural Steel, Post-Installed Anchor, Cold-Formed Steel, Seismic Installation, and Fireproofing Visual Inspection – Up to 8 hours on-site	1,200.00 /trip	18	21,600.00
Structural Steel Non-Destructive Testing (NDT) – Up to 8 hours on-site	1,500.00 /trip	5	7,500.00
Firestopping Material Installation Inspection and Reporting – Up to 8 hours on-site	1,600.00 /trip	4	6,400.00
Post-Tensioned Pre-Pour/Pour Tendon Observations – Up to 2 hours on-site	525.00 /trip	15	7,875.00
Post-Tensioned Post Pour Stressing Observation – Up to 4 hours on-site	725.00 /trip	6	4,350.00
Concrete Testing – First Sample/Set	350.00 /trip	45	15,750.00
Concrete Testing – Additional Samples/Sets during initial visit	150.00 /set	20	3,000.00
4" x 8" Concrete Compression Cylinders (Tested or held)	22.00 /cylinder	520	11,440.00
Grout Compression Specimens (Tested or held)	48.00 /specimen	16	768.00
Spray-Applied Fire Resistive Material Density Tests	45.00 /specimen	24	1,080.00
Laboratory Testing – Proctors/Atterberg Limits	449.00 /sample	3	1,347.00
Floor Flatness and Levelness (Ff/FI) Testing	1,500.00 /trip	6	9,000.00
<b>Total Estimated Fee:</b>			<b>\$148,485.00</b>

Additional Services – If Needed	Fee (\$)		
Additional Regular/Second Technician Hours on-site/standby time	78.00 /hour		
Technician time in excess of 8 hours per day	117.00 /hour		
Additional Reinforcing/Post-Tension Technician Hours on-site/standby time	95.00 /hour		
Additional Visual Steel Inspection Hours on-site/standby time	135.00 /hour		
Additional Non-Destructive (NDT) Steel Inspection Hours on-site/standby time	150.00 /hour		
Project Manager for meetings, additional services, etc.	150.00 /hour		
Observation of Underpinning Installation Observation – Up to 8 Hours on-site	1,000.00 /day	15	\$15,000.00
Climate-controlled curing box for initial curing of concrete specimens on-site. (Electric service must be available)	950.00 /month		
Soil and/or Aggregate Sample Pickup when not already on-site	125.00 /trip		
<b>Total Estimated Fee:</b>			<b>\$163,485.00</b>



**SCI ENGINEERING, INC.**  
130 Point West Boulevard  
St. Charles, Missouri 63301  
636-949-8200  
[www.sciengineering.com](http://www.sciengineering.com)

**ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES**

Project Name: St. Charles City Hall

Project Number: 2023-0838.00 / KET, KTK

Date: September 3, 2025

Fee: As detailed in the attached revised proposal

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.**



**SCI ENGINEERING, INC.**

**EARTH • SCIENCE • SOLUTIONS**

GEOTECHNICAL  
ENVIRONMENTAL  
NATURAL RESOURCES  
CULTURAL RESOURCES  
CONSTRUCTION SERVICES

July 8, 2025

Jonathan Silver, P.E.  
City of St. Charles  
Engineering Division  
200 North Second Street, Room 202  
St. Charles, Missouri 63301

RE: Column Pre-Drilling Proposal  
St. Charles City Hall  
St. Charles, Missouri  
SCI No. 2023-0838.14

Dear Jonathan Silver:

SCI Engineering, Inc. (SCI) is pleased to provide this Column Pre-Drilling proposal for the referenced project. The cost and time associated with rock excavation are a substantial portion of the drilled pier installation fee and schedule. Unanticipated zones of poor-quality bedrock can add lengthy delays and large cost extras during construction. The purpose of our geotechnical services will be to pre-drill select proposed column locations to evaluate the pier bearing elevations, based on the structural loads and the quality of the bedrock.

## **SCOPE OF SERVICES**

### **Pre-Drilling**

The piers are designed for an allowable end-bearing of 148 kips per square foot (ksf); however, areas of poor-quality bedrock, not suitable for 148 ksf were encountered in some of the borings. We recommend evaluating the quality of the bedrock via pre-drilling to determine the allowable bearing elevation.

Based on a review of the *Level P1 Foundation Plan* prepared by Alper Audi, Inc. dated February 5, 2025, we recommend an initial scope of pre-drilling 24 piers. This scope targets the largest, most heavily loaded piers and also provides site coverage. However, the final number of pre-drilled columns will be coordinated closely with the structural engineer and design team and may vary due to the conditions encountered. At a minimum, SCI should be provided with the axial and uplift loads for each pier to further evaluate the pre-drilling scope.

We request that the column locations are surveyed and staked by others and the ground surface elevations be provided to us. We will then drill a boring at each of the chosen column locations to auger refusal at an estimated average depth of 25 feet. The pre-drilling will be performed under the direction of an SCI geologist or engineer in the field. No soil samples will be collected.

Jonathan Silver  
 City of St. Charles

July 8, 2025  
 SCI No. 2023-0838.14

Each boring will be extended beyond auger refusal using rock coring methods. The depth of rock coring will be equal to two times the pier diameter or the planned rock socket depth, plus 5 feet, whichever is greater. Additional rock coring (beyond the proposed depth) will be required at some column locations due to weathered rock, clay seams, or solution channels. **As such, we recommend budgeting for contingency in case additional rock coring is required, as shown in Table 1.**

Our findings and recommendations, along with supporting data, will be presented in a letter report, which will address the recommended pier bearing elevations at each pre-drilled column location.

**SCHEDULE**

A production rate of two to three column locations per day per rig is anticipated. We anticipate approximately 11 days of drilling. Report preparation will require approximately two weeks following completion of the field exploration; however, verbal findings will be available within a few days following the completion of each pre-drilling location.

We will schedule the fieldwork following your verbal authorization of this proposal, and can tentatively start drilling within approximately three to four weeks. However, we cannot mobilize the drill rig unless formal authorization has been received.

Our estimated schedule assumes SCI personnel will be allowed access to the site within five working days from formal authorization.

**FEE SCHEDULE**

SCI will provide the geotechnical services for the fees in Table 1.

**Table 1 – Task and Fees**

Task	Fee (\$)
Pre-Drill 24 Columns <sup>1</sup>	50,900.00
Additional Pre-Drilled Columns (each)	2,200.00
Suggested Rock Coring Contingency (Invoiced at \$75 per foot)	4,500.00

<sup>1</sup>Based on 274 feet of rock coring.

**Conditions and Considerations**

- **The above fees are estimated with a specific drilling subcontractor. If more drilling rigs are needed to meet your project schedule, it may require the use of an additional drilling subcontractor, likely with higher pricing. Any additional fees will be discussed with you prior to mobilizing another drilling subcontractor.**
- Our fees do not include the additional cost of union operators or laborers. Should they be required by the local jurisdiction, you will be immediately advised of any additional cost.

Jonathan Silver  
City of St. Charles

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July 8, 2025  
SCI No. 2023-0838.14

- In providing services under this Agreement, SCI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily considered as regionally acceptable practice and exercised by members of the same profession currently practicing under similar circumstances. SCI makes no warranty, express or implied, as to its professional services rendered under this Agreement.
- Our fees, which are 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

## 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.

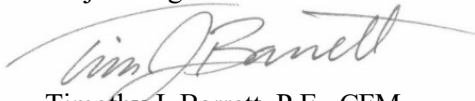
Thank you for the opportunity to submit this proposal. If you have any questions or desire to modify the proposed scope, please do not hesitate to contact me.

Respectfully,

**SCI ENGINEERING, INC.**



Curtis J. Connor, P.E.  
Project Engineer



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

CJC/TJB/tlw/snp

Enclosures

Pre-Drilling Column Layout  
Acceptance of Proposal for Professional Services  
General Terms and Conditions

C: Tom Sorcabal; Navigate Building Solutions  
Collete Hermann Koscielski; Navigate Building Solutions  
Matt Sutherland, AIA; JEMA



**JEMA**  
ENGINEERING ARCHITECTURE INTERIOR DESIGN

2200 W. WASHINGTON ST.  
SUITE 200  
ST. LOUIS, MO 63103  
TEL: 314.433.1234  
WWW.JEMA.COM



**CITY OF ST CHARLES**  
655 N. MAIN STREET

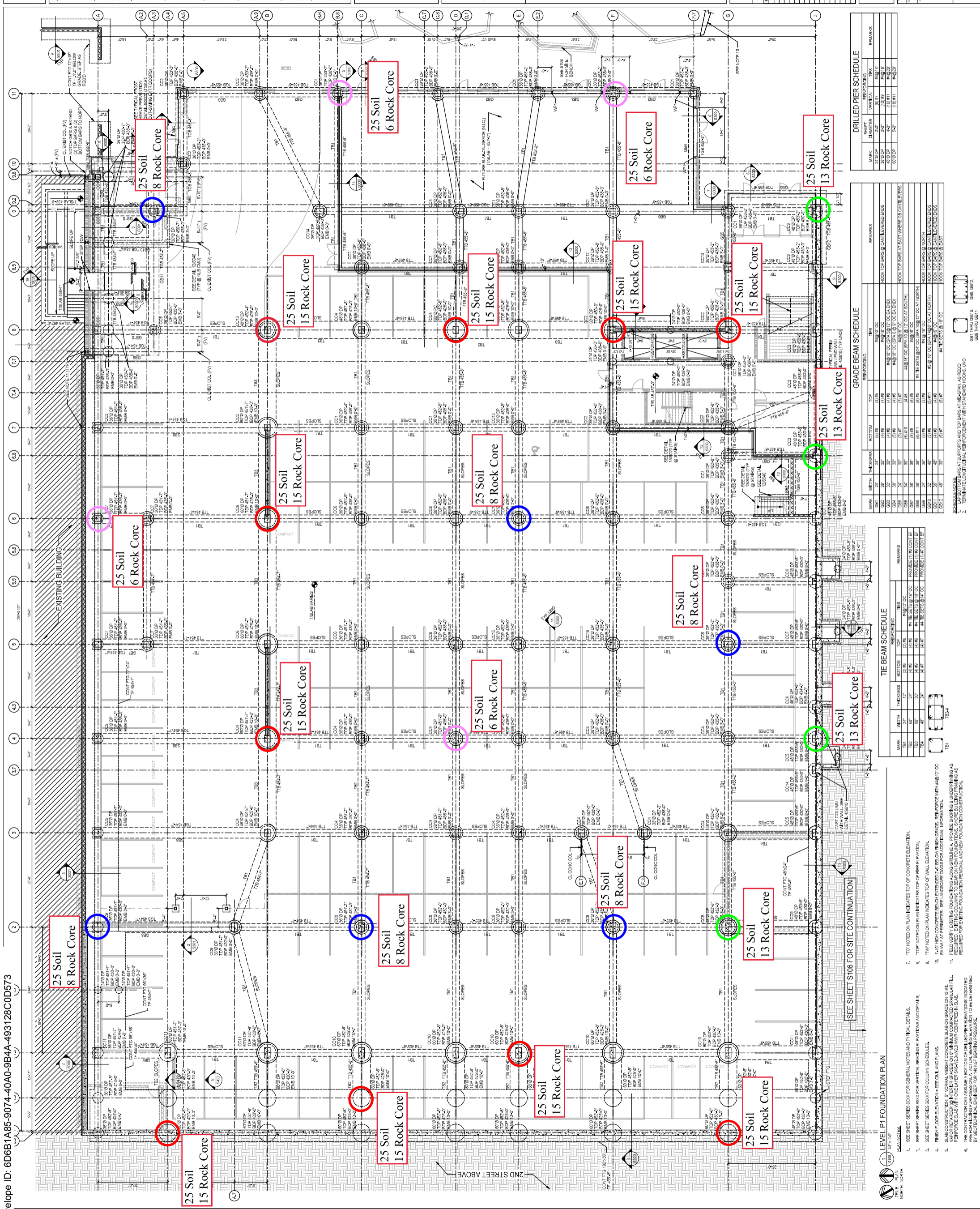
**FOR CONSTRUCTION**  
FEBRUARY 5, 2025

REVISIONS

NO.	DATE	DESCRIPTION



PLAN MARK: 9/0/0  
DATE: 02/05/25



**DRILLED PIER SCHEDULE**

MARK	DIAMETER	DEPTH	REMARKS
DP1	24"	48'11"	HOOK TOP BARS @ 12" ON CENTER
DP2	24"	48'11"	HOOK TOP BARS @ 12" ON CENTER
DP3	24"	48'11"	HOOK TOP BARS @ 12" ON CENTER
DP4	24"	48'11"	HOOK TOP BARS @ 12" ON CENTER

**GRADE BEAM SCHEDULE**

MARK	WIDTH	THICKNESS	TOP	BOTTOM	REINFORCING	REMARKS
GB1	24"	24"	48'11"	48'11"	#4 @ 12" OC	HOOK TOP BARS @ 12" ON CENTER
GB2	24"	24"	48'11"	48'11"	#4 @ 12" OC	HOOK TOP BARS @ 12" ON CENTER
GB3	24"	24"	48'11"	48'11"	#4 @ 12" OC	HOOK TOP BARS @ 12" ON CENTER
GB4	24"	24"	48'11"	48'11"	#4 @ 12" OC	HOOK TOP BARS @ 12" ON CENTER
GB5	24"	24"	48'11"	48'11"	#4 @ 12" OC	HOOK TOP BARS @ 12" ON CENTER
GB6	24"	24"	48'11"	48'11"	#4 @ 12" OC	HOOK TOP BARS @ 12" ON CENTER
GB7	24"	24"	48'11"	48'11"	#4 @ 12" OC	HOOK TOP BARS @ 12" ON CENTER
GB8	24"	24"	48'11"	48'11"	#4 @ 12" OC	HOOK TOP BARS @ 12" ON CENTER
GB9	24"	24"	48'11"	48'11"	#4 @ 12" OC	HOOK TOP BARS @ 12" ON CENTER
GB10	24"	24"	48'11"	48'11"	#4 @ 12" OC	HOOK TOP BARS @ 12" ON CENTER
GB11	24"	24"	48'11"	48'11"	#4 @ 12" OC	HOOK TOP BARS @ 12" ON CENTER
GB12	24"	24"	48'11"	48'11"	#4 @ 12" OC	HOOK TOP BARS @ 12" ON CENTER
GB13	24"	24"	48'11"	48'11"	#4 @ 12" OC	HOOK TOP BARS @ 12" ON CENTER
GB14	24"	24"	48'11"	48'11"	#4 @ 12" OC	HOOK TOP BARS @ 12" ON CENTER

**TIE BEAM SCHEDULE**

MARK	WIDTH	THICKNESS	TOP	BOTTOM	REINFORCING	REMARKS
TB1	60"	30"	48'11"	48'11"	#4 @ 12" OC	PROVIDE 11 #6 CONT'G
TB2	60"	30"	48'11"	48'11"	#4 @ 12" OC	PROVIDE 11 #6 CONT'G
TB3	60"	30"	48'11"	48'11"	#4 @ 12" OC	PROVIDE 11 #6 CONT'G
TB4	48"	24"	48'11"	48'11"	#4 @ 12" OC	PROVIDE 11 #6 CONT'G

- LEVEL P1 FOUNDATION PLAN**
- SEE SHEET SERIES 800 FOR GENERAL NOTES AND TYPICAL DETAILS.
  - SEE SHEET SERIES 800 FOR VERTICAL BRACING ELEVATIONS AND DETAILS.
  - SEE SHEET SERIES 800 FOR COLUMN SCHEDULES.
  - FINISH FLOOR ELEVATION = SEE CH. AND PLANS.
  - SLAB CONSTRUCTION: 4" NORMAL WEIGHT CONCRETE SLAB ON GRADE ON 15 MIL GASKET UNDERLAYMENT OVER 2" POLYSTYRENE INSULATION ON 4" GRANULAR FILL. REINFORCE WITH #4 @ 12" ON CENTER. PROVIDE 11 #6 CONT'G PER TIE BEAM SCHEDULE. PROVIDE 11 #6 CONT'G PER TIE BEAM SCHEDULE.
  - THE CONTRACTOR SHALL VERIFY THE ACTUAL BEARING CAPACITY OF THE SOILS BY GEOTECHNICAL ENGINEER FOR 148 KIP BEARING PRESSURE.



**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 – Column Pre-Drilling

Project Number: 2023-0838.14 / CJC

Date: July 8, 2025

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

Pre-Drill 24 Columns	\$50,900.00	<input checked="" type="checkbox"/>
Additional Pre-Drilled Columns (each)	\$2,200.00	<input type="checkbox"/>
Suggested Rock Coring Contingency (Invoiced at \$75 per foot)	\$4,500.00	<input checked="" type="checkbox"/>

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.**

## 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.

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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 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 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.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910  
Telephone: 301/565-2733 Facsimile: 301/589-2017  
e-mail: [info@geoprofessional.org](mailto:info@geoprofessional.org) [www.geoprofessional.org](http://www.geoprofessional.org)

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**SCI ENGINEERING, INC.**

**EARTH • SCIENCE • SOLUTIONS**

GEOTECHNICAL  
ENVIRONMENTAL  
NATURAL RESOURCES  
CULTURAL RESOURCES  
CONSTRUCTION SERVICES

August 21, 2025

Jonathan Silver, P.E.  
City of St. Charles  
Department of Engineering  
200 North Second Street, #2851  
St. Charles, Missouri 63301

RE: Load Testing Proposal  
Senior and Recreation Center Load Testing  
St. Charles, Missouri  
SCI No. 2023-0838.15

Dear Jonathan Silver:

SCI Engineering, Inc. (SCI) is providing this proposal for load testing 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**

Load testing of the second floor has been requested as part of the conversion of the structure located at 633 N. Main Street into a Senior and Recreation Center.

Based on coordination with Alper Audi, separate load tests are requested for a joist and a beam.

### **GEOTECHNICAL SERVICES**

The load tests will be performed in the northwestern portion of the building. The tested area for the beam will measure approximately 32 feet by 20 feet, while the joist test area will measure approximately 20 feet by 6 feet. The load will be applied using 55-gallon barrels filled with water in stages. Water sources were identified as the former drinking fountain supply shutoff valves adjacent to the north of the test area, as well as the supply shutoff valve for a sink located further north and shower located to the northwest. All water sources were identified within approximately 100 feet of the test area.

The load tests will be conducted in general accordance with *ASTM E196 Standard Practice for Gravity Load Testing of Floors and Low Slope Roofs*. The deflection of the floor will be measured using a survey level positioned several spans away from the testing and stadia rods mounted within the test area. Temporary shoring below the beam and joist will be provided by others. We will coordinate with Alper Audi and the shoring contractor to establish the offset distance for the shoring.

Jonathan Silver  
City of St. Charles

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August 21, 2025  
SCI No. 2023-0838.15

## ASSUMPTIONS

- The barrels will be supplied and staged on the second floor by others.
- The barrels will be drained and removed from the site by others upon completion of the testing.
- Shoring will be provided by others.

## COST AND SCHEDULE

SCI will provide load testing services for an estimated fee of **\$27,081.00** in accordance with the enclosed *Load Testing Estimate*. The actual labor hours will be invoiced on an hourly basis. We will schedule the fieldwork following your verbal authorization of this proposal and should be able to conduct the load testing within two to three weeks. We anticipate that the testing will require three days at the site. The testing report should be available within a week of the completion of the load test; however, deflection data will be provided to the design team the following working day.

## CONDITIONS

- This proposal assumes that you will provide site access authorization.
- We assume that water and electric service will be available on the second floor within 100 feet of the testing area.
- Shoring will be provided by others.
- No costs associated with union labor or permits are included in this proposal.
- 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.
- In providing services under this Agreement, SCI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily considered as regionally acceptable practice and exercised by members of the same profession currently practicing under similar circumstances. SCI makes no warranty, express or implied, as to its professional services rendered under this Agreement.

## CLIENT RESPONSIBILITIES AND AUTHORIZATION

Please provide formal authorization for this project by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet.

We appreciate the opportunity to be of service to you on this project. Please call if you have any questions; if you would like to discuss the above scope or schedule in any way; or if you would like us to address environmental services, archaeological or wetlands issues, or construction testing and observation.

Jonathan Silver  
City of St. Charles

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August 21, 2025  
SCI No. 2023-0838.15

If you have questions or need additional information, please contact Tim Barrett at (636) 757-1065 or [tbarrett@sciengineering.com](mailto:tbarrett@sciengineering.com).

Respectfully,

**SCI ENGINEERING, INC.**



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

TJB/tn

Enclosures

Load Testing Estimate  
Acceptance of Proposal for Professional Services  
General Terms and Conditions

C: Tom Sorcabal, Navigate Building Solutions  
Collette Hermann Koscielski, Navigate Building Solutions

**LOAD TESTING ESTIMATE**

8/21/2025

<b><u>Preparation</u></b>	<b><u>Unit</u></b>	<b><u>No. of Units</u></b>	<b><u>Unit Cost</u></b>	<b><u>Extension</u></b>
Materials	LS			\$1,000.00
Senior Engineer	hrs	8	\$185.00	\$1,480.00
Geologist	hrs	8	\$130.00	\$1,040.00
Geologist	hrs	8	\$130.00	\$1,040.00
Technician	hrs	8	\$78.00	\$624.00
<b><i>Total Preparation</i></b>				<b>\$4,184.00</b>
<b><u>Day 1 Setup &amp; Joist Testing</u></b>	<b><u>Unit</u></b>	<b><u>No. of Units</u></b>	<b><u>Unit Cost</u></b>	<b><u>Extension</u></b>
Senior Engineer	hrs	10	\$185.00	\$1,850.00
Staff Engineer	hrs	10	\$130.00	\$1,300.00
Geologist	hrs	10	\$130.00	\$1,300.00
Geologist	hrs	10	\$130.00	\$1,300.00
Technician	hrs	8	\$78.00	\$624.00
Technician OT	hrs	2	\$117.00	\$234.00
Two trucks	miles	20	\$0.80	\$16.00
<b><i>Total Day 1 Setup</i></b>				<b>\$6,608.00</b>
<b><u>Day 2 Beam Testing (Part I)</u></b>	<b><u>Unit</u></b>	<b><u>No. of Units</u></b>	<b><u>Unit Cost</u></b>	<b><u>Extension</u></b>
Senior Engineer	hrs	12	\$185.00	\$2,220.00
Geologist	hrs	12	\$130.00	\$1,560.00
Geologist	hrs	12	\$130.00	\$1,560.00
Technician	hrs	8	\$130.00	\$1,040.00
Technician OT	hrs	4	\$78.00	\$312.00
Two trucks	miles	20	\$0.80	\$16.00
<b><i>Total Day 2 Beam Testing</i></b>				<b>\$6,692.00</b>
<b><u>Day 3 Beam Testing (Part II)</u></b>	<b><u>Unit</u></b>	<b><u>No. of Units</u></b>	<b><u>Unit Cost</u></b>	<b><u>Extension</u></b>
Senior Engineer	hrs	12	\$185.00	\$2,220.00
Geologist	hrs	12	\$130.00	\$1,560.00
Geologist	hrs	12	\$130.00	\$1,560.00
Technician	hrs	8	\$130.00	\$1,040.00
Technician OT	hrs	4	\$78.00	\$312.00
Two trucks	miles	20	\$0.80	\$16.00
<b><i>Total Day 3 Beam Testing</i></b>				<b>\$6,692.00</b>
<b><u>Report</u></b>	<b><u>Unit</u></b>	<b><u>No. of Units</u></b>	<b><u>Unit Cost</u></b>	<b><u>Extension</u></b>
Senior Engineer	hrs	3	\$185.00	\$555.00
Staff Engineer	hrs	6	\$130.00	\$780.00
GIS/CAD Specialist	hrs	3	\$115.00	\$345.00
Administrative	hrs	3	\$75.00	\$225.00
<b><i>Total Report</i></b>				<b>\$1,905.00</b>

**ESTIMATED TOTAL****\$27,081.00**



**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 Senior and Recreation Center Load Testing – Geotechnical Exploration

Project Number: 2023-0838.15 / TJB

Date: August 21, 2025

Fee: As detailed in the referenced proposal

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: \_\_\_\_\_

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Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports
_____	_____	_____
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## Important Information about This

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Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

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### 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.*

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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 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.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910  
Telephone: 301/565-2733 Facsimile: 301/589-2017  
e-mail: [info@geoprofessional.org](mailto:info@geoprofessional.org) [www.geoprofessional.org](http://www.geoprofessional.org)

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**SCI ENGINEERING, INC.**

**EARTH • SCIENCE • SOLUTIONS**

GEOTECHNICAL  
ENVIRONMENTAL  
NATURAL RESOURCES  
CULTURAL RESOURCES  
CONSTRUCTION SERVICES

September 9, 2025

Jonathan Silver, P.E.  
Project Manager  
City of St. Charles  
200 North Second Street, Room 202  
St. Charles, Missouri 63301

RE: Proposal for Environmental Services  
St. Charles City Hall  
St. Charles, Missouri 63301  
SCI No. 2023-0838.29, Tasks 001-004

Dear Jonathan Silver:

SCI Engineering, Inc. (SCI) is pleased to submit this proposal for environmental services at the referenced property. These services are related to the management of lead-impacted soils located within the footprint of the City of St. Charles City Hall project. These services include grid sampling of the development area, landfill waste profiling services, preparation of a Health and Safety Plan (HASP) related to lead impacted soil, and air monitoring for lead during disturbance of potentially impacted soils.

## **SCOPE OF SERVICE**

### **Grid Sampling**

In order to evaluate disposal options for soils that are to be removed from the site, thirty-eight, 50-foot by 50-foot grids were plotted across the excavation area. Samples will be collected from three horizons within each development area (from 0 to 2 feet below ground surface [bgs], 2 to 4 feet bgs, and 4 to 6 feet bgs).

These samples will be analyzed for total lead by United States Environmental Protection Agency (USEPA) Method 6010. Analytical results will be compared to the United States Geologic Survey (USGS) background concentrations for St. Charles County, as well as the Missouri Risk-Based Corrective Action (MRBCA) Risk-Based Target Levels (RBTLs) for the Residential, Non-Residential, and Construction Worker cumulative exposure route (ingestion, inhalation and dermal contact).

Following receipt of the analytical results, a figure will be provided illustrating the results in each grid of the excavation area.

### **Landfill Waste Profiling Services**

In order to facilitate the disposal of lead-impacted soils from the site, SCI will submit a soil sample for analytical testing for parameters requested by the landfill. These parameters include the following:

- Flashpoint
- Paint Filter
- Toxicity Content Leachate Procedure (TCLP) Metals
- TCLP Volatiles
- TCLP Semi Volatiles

Jonathan Smith, P.E.  
 City of St. Charles

September 9, 2025  
 SCI No. 2023-0838.29

- TCLP Pesticides
- TCLP Herbicides
- PCBs

Following the receipt of the analytical results, SCI will complete to the extent possible, disposal permit forms and coordinate the approval of the waste profile with the landfill. Following approval of the waste profile, a copy of the disposal permit and waste manifests will be provided.

**Health and Safety Plan (HASP) Preparation**

As you are aware, lead concentrations in excess of the Construction Worker RBTLs have been identified on the site. As part of the excavation work, the materials where these concentrations were identified will be removed from the site; however, some of these areas are adjacent to soils underlying the Sawtooth Building, which will remain on the site. During underpinning of the Sawtooth Building, workers may encounter soils with lead concentrations above the Construction Worker RBTLs. This HASP will outline the risks associated with lead, as well as controls that the contractor will need to implement on the site to limit worker exposure.

**Air Sampling During Underpinning**

In order to evaluate the effectiveness of controls prescribed in the HASP and implemented by the contractor, SCI will collect perimeter air samples for one day during the underpinning work. Additionally, lead air samples will be collected from up to three workers performing the underpinning work. The personal samples will be analyzed on rapid turnaround time, by flame atomic absorption.

Following receipt of the analytical results, SCI will prepare a letter summarizing the sampling activities and analytical results. Additionally, should sample results show elevated airborne lead levels, SCI will notify you and the contractor so that additional controls can be implemented, as necessary.

**ESTIMATED SCHEDULE**

SCI will coordinate these sampling efforts with the general contractor as our ability to perform this work is dependent on the excavation schedule.

**SERVICE FEE**

SCI will perform these sampling activities for the fees presented in Table 1:

**Table 1 – Service Fees**

Service	Fee (\$)	Estimated Timeframe
Grid Sampling	11,072.31	Partially complete. Remainder dependent on contractor schedule
Landfill Waste Profiling	3,100.00	Complete
HASP Preparation	2,500.00	Complete
Air Sampling During Underpinning	3,000.00	Dependent on contractor schedule

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.

Jonathan Smith, P.E.  
City of St. Charles

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September 9, 2025  
SCI No. 2023-0838.29

## ACCEPTANCE

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* 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.

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

Respectfully,

**SCI ENGINEERING, INC.**



Benjamin K. Butterfield, CHMM  
Senior Scientist

BKB/hmm

Enclosures

Acceptance of Proposal for Professional Services  
General Terms and Conditions



**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 - Environmental Services

Project Number: 2023-0838.29, Tasks 001-004

Date: September 9, 2025

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

Grid Sampling	\$11,072.31	<input checked="" type="checkbox"/>
Landfill Waste Profiling	\$3,100.00	<input checked="" type="checkbox"/>
HASP Preparation	\$2,500.00	<input checked="" type="checkbox"/>
Air Sampling During Underpinning	\$3,000.00	<input checked="" type="checkbox"/>

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.**



**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

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.



**SCI ENGINEERING, INC.**

**EARTH • SCIENCE • SOLUTIONS**

GEOTECHNICAL  
ENVIRONMENTAL  
NATURAL RESOURCES  
CULTURAL RESOURCES  
CONSTRUCTION SERVICES

August 28, 2025

Jonathan Silver, P.E.  
City of St. Charles  
Department of Engineering  
200 North Second Street, Room 202  
St. Charles, Missouri 63301

RE: Geotechnical Services Proposal  
Senior & Recreation Center Track  
St. Charles, Missouri  
SCI No. 2023-0838.16, .GC

Dear Jonathan Silver:

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**

Building 92 within the American Car Foundry (ACF) property at 633 N. Main Street, St. Charles is being converted to a Senior and Recreation Center. As part of the conversion, an elevated track on a mezzanine and two elevators and three stairwells are planned along with an entry lobby at the northwestern corner of the building. Column loads are anticipated to be on the order of 90 kips.

Building 92 is currently an open warehouse space with a ceiling height of approximately 20 feet. Rig access is available through garage doors on the north side of the building.

## **SCOPE OF SERVICES**

### **Geotechnical**

We will explore the subsurface conditions by drilling three borings at the approximate locations shown in the *Proposed Boring Layout*. While the interior is generally open, some material may need relocation to access boring locations. We assume that a pathway at least eight feet in width will be provided by others to the boring locations.

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 are required, we recommend that you retain the project surveyor to stake the boring locations and provide surface elevations.

Jonathan Silver, P.E.  
City of St. Charles

2

August 28, 2025  
SCI No. 2023-0838

We will then explore the subsurface conditions by drilling the borings to the depths of auger refusal (assumed at an average depth of 20 feet), or to the maximum reach of the drill rig (approximately 30 feet), whichever occurs first. 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 boreholes will be then backfilled with soil cuttings and the floor slab will be patched with concrete.

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;
- 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);
- 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;
- Lateral earth pressures for the design of below-grade and minor retaining walls;
- General location, description, and disposition of existing fill materials, if encountered;

- Influence of groundwater and/or bedrock, if encountered, on design and construction;
- Structural fill considerations, including the suitability of on-site soils for use and engineering criteria for placement; and
- Site development and geotechnical construction recommendations.

**Private Utility Locate**

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	7,850.00
Private Utility Locate	1,500.00

We will schedule the fieldwork following your verbal authorization of this proposal. **If formal authorization is provided by 4:00 pm on August 29, 2025, there is a potential to drill on September 4, 2025, otherwise we are currently scheduling for the week of September 22, 2025.** We anticipate that the exploration will be completed in one day; however, we cannot mobilize the drill rig unless formal authorization has been received. Laboratory testing and report preparation will require approximately three weeks following the field exploration; however, verbal findings should be available within three working days after completion of the drilling.

**Conditions and Considerations**

- The geotechnical fee is based on a maximum of 60 feet of soil drilling. 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 \$45.00 per foot for soil drilling. No costs associated with union labor or permits are included in this proposal.
- 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 general accordance with the Standard Guideline for Investigating and Documenting Existing Utilities (ASCE/UES/CI 38-22), and in general accordance with the standard of care and the accepted industry principles. 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.

We recommend that all vehicles and other non-fixed obstructions be removed from the utility locating survey areas and relocated to a distance of at least 30 feet away to ensure the areas are fully cleared and to minimize the risk of interference. 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.

- Construction phase engineering support and material testing services are excluded from this proposal. SCI can work with you to provide a proposal for these services once the project design and schedule are solidified.
- In providing services under this Agreement, SCI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily considered as regionally acceptable practice and exercised by members of the same profession currently practicing under similar circumstances. SCI makes no warranty, express or implied, as to its professional services rendered under this Agreement.
- 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.

Jonathan Silver, P.E.  
City of St. Charles

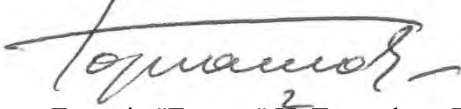
5

August 28, 2025  
SCI No. 2023-0838

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.

Respectfully,

**SCI ENGINEERING, INC.**



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



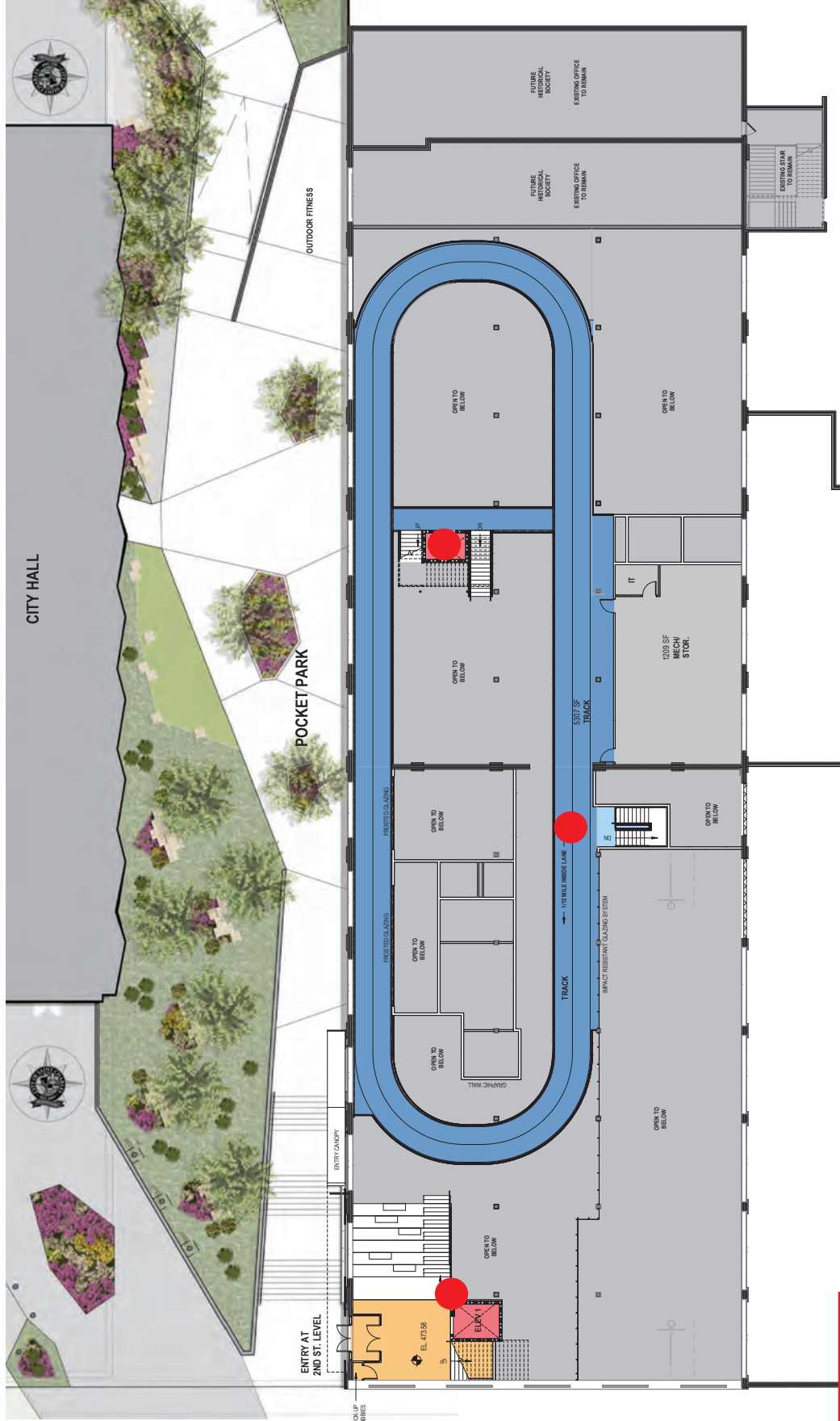
Timothy J. Barrett, P.E., CFM  
Geotechnical Services Manager

EVT/TJB/kne/tn

Enclosures

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

C: Tom Sorcabal; Navigate Building Solutions  
Collette Hermann Koscielski; Navigate Building Solutions  
Matt Sutherland, AIA; JEMA  
Sean Cameron, P.E., S.E.; Alper Audi



 Proposed Boring Location (typ)



LEVEL 1 MEZZANINE - PLAN

CITY OF ST CHARLES REC AND SENIOR CENTER  
 627-625 N. MAIN STREET  
 ST CHARLES, MO 63301

PLAN NORTH 45.00°  
 TRUE NORTH 45.00°  
 1/32" = 1'-0"

11/18/2018 11:09 PM

NORTH 2ND STREET

MAIN STREET



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: Senior & Recreation Center Track – Geotechnical Services

Project Number: 2023-0838.16, .GC / TJB, EVT

Date: August 28, 2025

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

Geotechnical Exploration and Report	\$7,850.00	<input checked="" type="checkbox"/>
Private Utility Locate	\$1,500.00	<input checked="" type="checkbox"/>

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.



**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

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.

## 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 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 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.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910  
Telephone: 301/565-2733 Facsimile: 301/589-2017  
e-mail: [info@geoprofessional.org](mailto:info@geoprofessional.org) [www.geoprofessional.org](http://www.geoprofessional.org)

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**AGREEMENT**  
**CONSTRUCTION MATERIALS TESTING SERVICES 2025**

THIS AGREEMENT is made and entered into this 16 day of DECEMBER, 2024, by and between the City of St. Charles, MO (CITY), and SCI Engineering, Inc (SCI), Parties agree as follows:

1. SCI shall provide Materials Testing Services to the City of St. Charles, MO under the terms and conditions contained in this contract for 2025 Miscellaneous Construction testing services.
2. SCI shall provide Materials Testing Services at the prices submitted on the Fee Schedule herein attached.
3. SCI shall provide and bill for only those services specifically requested by the CITY.
4. The CITY will pay SCI contract unit prices in accordance with the attached Fee Schedule for services rendered up to a contract maximum not to exceed \$50,000.00 upon the completion of the work noted above.
5. The CITY will pay for only those items listed in the Fee Schedule. No additional charges will be allowed.
6. It is mutually agreed that this contract and pricing is valid through December 31, 2025.
7. SCI is an independent contractor, and nothing contained herein shall constitute or designate SCI or any of its agents or employees as agents or employees of the CITY.
8. SCI agrees in the performance of this agreement that it will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion or political opinion or affiliation.
9. SCI agrees to secure and maintain such insurance as will protect him from claims under the Worker's Compensation Acts, and insurance from claims for bodily injury, death, or property damage which may arise from the performance of his services under this agreement. Such insurance shall include provision to indemnify, hold harmless and defend the City from and against any and all liability for loss, damage or expense which the city may suffer or for which the City may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of SCI or any of its representatives or employees in the execution of the work to be performed.
10. SCI agrees to comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

- 11. SCI is familiar with Missouri Revised Statutes Section 285.530 (2) requiring enrollment and participation in a federal work authorization program with respect to all persons working in connection with the contracted services. A sworn Affidavit and supporting documentation warranting participation in a qualified program and compliance with the law has been filed contemporaneously with this contract.
- 12. SCI agrees to comply with Section 208.009 RSMo. which requires affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the awarding this contract.

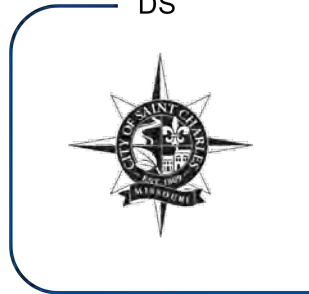
Vendor:  
SCI Engineering, Inc.

Owner:  
City of St. Charles, Missouri

By: David P. Nolan 12 / 10 / 2024  
Signature Date

DocuSigned by:  
Lawrence S. Dobrosky, Jr. 12/16/2024  
3E05A81A58094AA...  
Lawrence Dobrosky,  
Director of Administration Date

Print Name: David P. Nolan, P.E.  
DS



ATTEST:  
DocuSigned by:  
Kimberly Hudson 12/16/2024  
70E399BA7AAF426...  
City Clerk Date  
12/16/2024

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 proper fund to pay the obligation.

DocuSigned by:  
Jennifer O'Connor 12/16/2024  
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Director of Finance  
Jennifer O'Connor

S:\ENGINEERING CONSTRUCTION\Misc Testing 2025 SCI



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

## RATE SCHEDULE

City of St. Charles, MO  
 Construction Materials Testing Services - 2025

December 10, 2024

<b>Labor Description</b>	<b>Rate</b>
Senior Engineer/Scientist III	280.00 /hour
Senior Engineer/Scientist II	235.00 /hour
Senior Engineer/Scientist I	185.00 /hour
Project Engineer/Scientist II	165.00 /hour
Project Engineer/Scientist I	145.00 /hour
Staff Engineer/Scientist II	130.00 /hour
Staff Engineer/Scientist I	115.00 /hour
Senior Geophysicist	200.00 /hour
Project Manager	150.00 /hour
Field Manager I	95.00 /hour
Structural Steel - NDT	155.00 /hour
Special Inspection (Structural Steel)	135.00 /hour
Special Inspection (SFRM/Post-Tension)	110.00 /hour
Special Inspection (Foundation Bearing)	95.00 /hour
Special Inspection (Concrete/Masonry)	95.00 /hour
Construction Material Testing Technician	78.00 /hour
Geologist II	130.00 /hour
Geologist I	110.00 /hour
Field Scientist II	100.00 /hour
Field Scientist I	88.00 /hour
Environmental Technician	80.00 /hour
Senior Archaeologist II	180.00 /hour
Senior Archaeologist I	145.00 /hour
Archaeologist	110.00 /hour
Archaeological Crew Chief	95.00 /hour
Archaeological Technician	80.00 /hour
GIS Specialist	115.00 /hour
GIS Analyst	145.00 /hour
Project Assistant	100.00 /hour
Administrative Assistant	75.00 /hour

### Expenses

Vehicle Mileage	0.80 /mile
Transportation, Meals/Per Diem, lodging, subcontractors, subconsultants, etc.	Cost + 15 percent

### Overtime/Night-Time Differential

Overtime is applies for hours worked per individual employee in excess of 8 hours per day, or work performed on Saturdays, Sundays, or SCI Holidays. Overtime for SCI employees will be billed at 1½ times our regular hourly rates. A 10 percent premium, and a minimum of 8 hours, will apply for all services performed during a Night Shift, which includes shifts starting between 6:00pm and 4:00am. An additional fee of \$200 will apply for all material testing/inspection services that are requested or modified the day scheduled.

### Expert Testimony

Expert witness testimony for deposition, arbitration, mediation and trial proceeding will be billed at 1½ times the applicable hourly rate.

### Field and Lab Services

We require a 24-hour notice to schedule field services but will always try to work within the time constraints provided. Coordination and report review will be invoiced at engineering rates. Site testing and inspection services will be invoiced in one hour increments and a minimum charge of 4 hours per site visit will apply. A minimum charge of 2 hours per trip will apply for pickup of test specimens. A fuel surcharge of \$5.00/trip will be applied when the National Average Price for regular unleaded is above \$4.00/gallon and an additional \$5.00/trip will apply for each dollar over \$4.00/gallon thereafter.

**SCI Engineering, Inc.** is a multi-discipline firm offering services during all phases of projects – from development and design through final construction. Labor Rates for all of our services will be furnished upon request.



SOIL TESTING		ASTM/AASHTO	Price	Unit
<b>Laboratory Tests</b>				
<b>1 Compaction Control</b>				
	Moisture-Density Relationship			
	TXDOT 113E/114E	TXDOT 113E/114E	360.00/310.00	Ea
	Standard Proctor	D698/T99	310.00	Ea
	Modified Proctor	D1557/T180	340.00	Ea
	California Bearing Ratio (CBR) (moisture-density relationship additional)			
	Single-Point (unsoaked)	D1883/T193	210.00	Ea
	Single-Point (soaked)		220.00	Ea
	3-Point Single Moisture (soaked)		495.00	Ea
	Relative Density - Minimum and maximum density	D4253/4254	Upon Request	Ea
<b>2 Material Characterization</b>				
	Manual/Visual Description	D2488	36.00	Ea
	TXDOT 104E, 105E, 106E Atterberg Limits	TXDOT 104E,105E,106E	99.00	Ea
	Atterberg Limits - Method A or B	D4318/T89,90	89.00	Ea
	Liquid Limit Only	T89	70.00	Ea
	Unit Weight Determination	D7263	62.00	Ea
	Grain Size Analysis			
	Sieve Analysis (includes percent finer than No. 200)	D6913/T88	105.00	Ea
	Sieve Analysis with Hydrometer	D7928	195.00	Ea
	Percent finer than No. 200 (washed)	D1140	70.00	Ea
	Specific Gravity of Soil	D854/T100	168.00	Ea
	Moisture Content	D2216/T265	15.00	Ea
	Organic Content	D2974/T267	78.00	Ea
	Organic Classification Using Atterberg Method	D2487	170.00	Ea
	Wet Organic Content	T194	156.00	Ea
	TXDOT 121E pH Lime Series Curve	TXDOT 121E	260.00	Ea
	TXDOT 128E pH Determination	TXDOT 128E	52.00	Ea
	pH	D4972/T289	52.00	Ea
	pH	G51	42.00	Ea
	Soil Resistivity	T288	220.00	Ea
<b>3 Strength and Behavioral Properties</b>				
	One Dimensional Consolidation Test - Includes laboratory e-log and p-curve	D2435/T216	640.00	Ea
	Swell Test	D4546	360.00	Ea
	Unconfined Compression Test			
	Undisturbed Samples (includes dry density)	D2166/T208	120.00	Ea
	Using Rimac on ss samples		20.00	Ea
	Triaxial Strength Testing			
	TXDOT 117E Texas Triaxial	TXDOT 117E	1,800.00	Ea
	Unconsolidated, Undrained (UU) (Q)	D2850/T296	178.00	Pt
	Consolidated, Undrained (CU) ( R )	D4767/T297		
	Per Point		495.00	Ea
	Additional Multi-Stage Points		285.00	Ea
	Consolidated, Drained (CD)	D7181		
	Per Point		675.00	Ea
	Additional Multi-Stage Points		285.00	Ea
	Direct Shear	D3080/T236		
	Non-cohesive		275.00	per point
	Cohesive		375.00	per point
	Hydraulic Conductivity Tests			
	Triaxial Flexible Wall	D5084	395.00	Ea
	Rigid Wall	D2434/T215	310.00	Ea
	Thermal Conductivity			
	5-pt Curve	D5334	935.00	Ea
	Single Point		168.00	per point
	Rock Core			
	Description/photo		88.00	Box
	Unconfined Compression Test	D7012 Method C	95.00	Ea
	Direct Shear	D3080	285.00	Ea
	Remolding Samples	D3080		
	Samples for Consolidation, Swell, or Direct Shear		65.00	Ea
	Samples for QU, UU, CU, or Hydraulic Conductivity		95.00	Ea
<b>4 Chemical Testing</b>				
	Total Sulfates	C1580/T290	58.00	Ea
	Chlorides	T291	58.00	Ea
<b>Field Services</b>				
	Nuclear Density Equipment	D2922/T130	80.00	Day
	Sand Cone Equipment & Materials per Test	D1556/T191	52.00	Test
	Drive Tube Equipment	D2937	28.00	Day
	Settlement Plates	D6598	375.00	Ea
	GPS Unit		50.00	Day



CONCRETE TESTING		ASTM/AASHTO	Price	Unit
<b>Laboratory Services</b>				
1	<b>Compressive Strength</b>			
	Cylinders - 4"x8", 3"x6" (Cast by SCI, Tested or held in reserve)	C39/T22	22.00	Ea
	Cylinders - 6"x12" (Cast by SCI, Tested or held in reserve)	C39/T22	30.00	Ea
	Cylinders - Cast by Others (Tested or held in reserve)	C39/T22	38.00	Ea
	2" x 4" Cylinder	C780	22.00	Ea
	2" x 2" Cube	C109/T106	22.00	Ea
	Drilled Cores (including sawcutting one end)	C42/T24	68.00	Ea
	CLSM w/Density	D4832	98.00	Ea
	Sawcut Cylinders (If ends are not in compliance with ASTM standards)	C39	30.00	Ea
	Nominal 4" x 4" x 8" Grout Sample	C39	48.00	Ea
	Concrete Masonry Unit	C140	116.00	Ea
2	<b>Cylinder Molds Purchased Separately (4x8 or 6x12)</b>		2.00	Ea
3	<b>Flexural Strength - 6" x 6" x 21" or 24" beam</b>	C78/T97	98.00	Ea
4	<b>Shrinkage/Length Change of Hardened Concrete (Set of 3)</b>	C157/C490	560.00	Ea
	<b>Alkali-Silica Reactivity - Accelerated Mortar-Bar Method</b>	C1260/C1567	1,560.00	Ea
5	<b>Mix Design/Verification (does not include aggregate tests)</b>			
	Trial Mix Verification (1-point, includes 6 cylinders)	C192	1,800.00	Ea
	Trial Mix (includes 3-point w/c ratio relationship & 18 cylinders)		4,200.00	Ea
6	<b>Masonry Mortar Mix Test</b>		635.00	Ea
7	<b>Aggregate Characteristics</b>			
	TxDOT 110E Gradation	TxDOT 110E	98.00	Ea
	Sieve Analysis	C136/T27	75.00	Ea
	Washed Sieve Analysis (includes percent finer than No. 200)		105.00	Ea
	Washed Sieve Analysis (percent finer than No. 200 only)	C117/T11	70.00	Ea
	Rapid Turnaround (Stove drying)		50.00	Add
	Add for samples with nominal maximum sizes greater than 1"		30.00	Add
	Unit Weight and Voids in Aggregate	C29/T19	95.00	Ea
	Specific Gravity and Absorption of Coarse Aggregate	C127/T85	130.00	Ea
	Specific Gravity and Absorption of Fine Aggregate	C128/T84	165.00	Ea
	Clay Lumps and Friable Particles in Aggregate	C142/T112	138.00	Ea
	MoDOT Deleterious Determination	TM71	85.00	Ea
	Surface Moisture in Fine Aggregate	C70	33.00	Ea
	Soundness (sodium sulfate)	C88/T104	610.00	Ea
	Soundness (magnesium sulfate)	C88/T104	510.00	Ea
	TxDOT 116E Wet Ball Mill	TxDOT 116E	480.00	Ea
	Resistance to Abrasion	C131	660.00	Ea
	Flat & Longated, Flat or Elongated	D4791	65.00	Ea
	Lightweight Particle	C123/T113		
	Fine Aggregate ( 2.0SG)		120.00	Ea
	Coarse Aggregate (2.0SG)		188.00	Ea
	Coarse Aggregate (2.4SG)		338.00	Ea
	Organic Impurities in Fine Aggregate for Concrete	C40/T21	140.00	Ea
	Sand Equivalent	D2419/T176	85.00	Ea
8	<b>Concrete Core Thickness</b>	C174/T148	26.00	Ea
9	<b>Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)</b>	C1260/C1587/C1105	990.00	Ea
<b>Field Services</b>				
1	<b>Quality Control (includes determination of slump and air content, making cylinders and retrieval)</b>			
	Field Testing	C31/T23	Per Rate Schedule	Hr
2	<b>Concrete Batch Plant Inspection by Registered Professional Engineer (NRMCA Certification)</b>		Upon request	
3	<b>Climate Controlled Site Initial Curing Box</b>		950.00	Month
<b>In-Place Testing</b>				
1	<b>Rebound Hammer Tests</b>	C805	Per Rate Schedule	Hr
2	<b>Windsor Probe Penetration Tests</b>	C803		
	Field Testing		Per Rate Schedule	Hr
	Equipment		160.00	Day
	Probes (set of three)		100.00	Ea
3	<b>Coring (350.00 minimum)</b>			
	Field Testing		Per Rate Schedule	Hr
	Bit Wear		6.00	Inch
	Coring Machine		125.00	Day
4	<b>Floor Flatness</b>	E1155		
	Field Testing		Per Rate Schedule	Hr
	Dipstick Floor Profiler		200.00	Day
5	<b>Vapor Emission Test</b>	F1869	75.00	Ea
	Field Testing		Per Rate Schedule	Hr
6	<b>Relative Humidity Loggers in Floor Slab</b>	F2170	82.00	Ea
	Field Testing		Per Rate Schedule	Hr
7	<b>Ground Penetrating Radar-Concrete Scanning (4 hour minimum charge)</b>		300.00	Hr



ASPHALTIC CONCRETE TESTING		ASTM/AASHTO	Price	Unit
<b>Laboratory Services</b>				
1	<b>Bitumen Content</b>			
2	<b>Extraction</b>	D2172/T164		
	Asphalt Content		325.00	Ea
	Asphalt Content and Gradation		375.00	Ea
3	<b>Ignition Oven</b>			
	Asphalt Content	D6307/T308	225.00	Ea
	Asphalt Content and Gradation	D6307/D5444	285.00	Ea
4	<b>Bulk Specific Gravity</b>	D2726/T166	50.00	Ea
5	<b>Maximum Theoretical Specific Gravity</b>	D2041/T209	150.00	Ea
6	<b>Aggregate Correction Factor Determination for Asphalt Ignition Oven</b>	D6307	875.00	Ea
7	<b>Asphalt Core Thickness</b>	D3549	22.00	Ea
<b>Field Services</b>				
1	<b>Commercial Placement Observation (includes determining maximum density of field mix, monitoring density, estimating thickness, and recording temperature)</b>			
	Field Testing	D2950	Per Rate Schedule	Hr
	Nuclear Density Equipment		80.00	Day
2	<b>Coring (350.00 minimum)</b>			
	Field Testing		Per Rate Schedule	Hr
	Bit Wear		4.00	Inch
	Coring Machine		125.00	Day
<b>SPECIAL INSPECTIONS TESTING</b>				
1	<b>Structural Steel Observations (includes visual weld inspection, bolt torque determination, and Skidmore-Wilhem bolt tension calibrator)</b>			
	Field Inspection	AWS D1.1	Per Rate Schedule	Hr
	Equipment		65.00	Day
2	<b>Nondestructive Testing</b>			
	Ultrasonic Inspection			
	Field Testing	AWS D1.1	Per Rate Schedule	Hr
	Equipment		175.00	Day
3	<b>Magnetic Particle Inspection</b>			
	Field Testing	E1444/E709	Per Rate Schedule	Hr
	Equipment		90.00	Day
4	<b>Dye Penetrant Inspection</b>	E165	Upon Request	
5	<b>Welding Operator Qualifications And Inspection (includes welder performance verification and guided bend test)</b>	AWS D1.1	Upon Request	
6	<b>Adhesion testing of epoxied items into concrete and masonry (includes pullout testing of epoxied anchor bolts and reinforcing steel)</b>			
	Field Testing	IBC	Per Rate Schedule	Hr
	Testing Equipment		130.00	Day
7	<b>Bond or Tensile Strength Testing (Pull-off Method)</b>			
	Field Testing	C1583/D4541/D7234	Per Rate Schedule	Hr
	Testing Equipment		130.00	Day
8	<b>Spray-applied Fireproofing Density Testing</b>			
	Field Testing	IBC/E605	Per Rate Schedule	Hr
	Lab Testing		45.00	Ea
9	<b>Spray-applied Fireproofing Cohesion/Adhesion Testing</b>			
	Field Testing	IBC/E736	Per Rate Schedule	Hr
	Testing Equipment		38.00	Ea
10	<b>Intumescent Coating Dry Film Thickness (DFT) Testing</b>			
	Field Testing	IBC	Per Rate Schedule	Hr
	Testing Equipment		90.00	Day
<b>MILEAGE FOR ALL SERVICES</b>			0.80	per mile
<b>This price list is not inclusive of all tests and services: prices for additional tests and services will be provided upon request.</b>				

## Certificate Of Completion

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Grace Capritta

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Saint Charles, MO, MO 63301

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grace.capritta@stcharlescitymo.gov

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grace.capritta@stcharlescitymo.gov

## Signer Events

Dan Mann

daniel.mann@stcharlescitymo.gov

Director of Engineering

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style

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Signed: 11/11/2025 7:01:00 AM

### Electronic Record and Signature Disclosure:

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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)

Signature Adoption: Uploaded Signature Image

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### Electronic Record and Signature Disclosure:

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Paul Feldmann

paul.feldmann@stcharlescitymo.gov

Purchasing Manager

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signed by:

CA2B397B73142A...

Signature Adoption: Pre-selected Style

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Signed: 11/12/2025 9:18:09 AM

### Electronic Record and Signature Disclosure:

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Mary Ann Ohms

maryann.ohms@stcharlescitymo.gov

City of Saint Charles, MO

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

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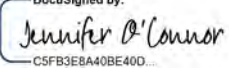
**Signer Events****Signature****Timestamp**

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

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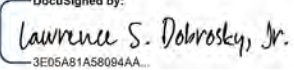
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Jennifer O'Connor  
 jennifer.oconnor@stcharlescitymo.gov  
 Director of Finance  
 City of Saint Charles, MO  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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 Signed using mobile

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 Signed: 11/12/2025 4:26:39 PM

Lawrence S. Dobrosky, Jr.  
 lawrence.dobrosky@stcharlescitymo.gov  
 Director of Administration  
 City of Saint Charles, MO  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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 Signed: 11/13/2025 10:07:29 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:**  
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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:**  
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<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Carla Bray  
carla.bray@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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**COPIED**

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Amy Milstead  
amy.milstead@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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Contract # \_\_\_\_\_  
(City Clerk will Assign)

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

<b>Requesting Department:</b>	Public Works	<b>Department Contact:</b>	MAURA ZACKAVEC
<b>Vendor Name &amp; NWS#:</b>	#14705 - S4 WATER SALES AND SERVICE LLC.		
<b>Description/Purpose:</b>	ELM POINT WATER TREATMENT PLANT FILTER REHABILITATION		
<b>Account #:</b>	514-500-535-874105-		
<b>Project #:</b>	24PWSWW006		
<b>Amount of this Routing:</b>	\$ 194,750.00	<b>Requisition #:</b>	20250825
<b>Contract Type:</b>	New Contract	<b>N/A</b>	<b>Coop#:</b>
<b>Contract Term:</b>	11/05/2025 - 12/31/2025	<b>Renewal Options:</b>	N/A
<b>If Renewal or Amendment: C#</b>	<b>Amendment #</b>	<b>Renewal #</b>	
<b>Original Contract Value:</b>	\$ 0.00	<b>Total of Previous Amendments:</b>	\$ 0.00
<b>Total Contract Value:</b>	\$ 194,750.00		

DS  
MLO

**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.

<b>Printed Name:</b>  LARRY PERNEY	<b>Signature:</b> <small>Signed by:</small> <i>Larry Perney</i>	11/6/2025
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<b>ROUTING</b>	<b>Signature/Date</b>
Purchasing Review (Compliant with Chapter 145 and City Terms)	<small>Signed by:</small> <i>Paul Feldmann</i> 11/7/2025
Department of Law (for Legality only)	<small>DocuSigned by:</small> <i>Holly Magdziary</i> 11/12/2025
Director of Finance (Funds Available)	<small>DocuSigned by:</small> <i>Jennifer O'Connor</i> 11/12/2025
Director of Administration (Recommend Approval)	<small>DocuSigned by:</small> <i>Lawrence S. Dobrosky, Jr.</i> 11/13/2025
City Council Approval on Consent Agenda	
Mayor (Signature Indicating Approval)	
City Clerk (Signature, Seal and Contract # Assigned)	

DS  
MLO



**RCA FORM (OFFICE USE ONLY)**

MEETING/DATE: 11/18/2025

Bill # \_\_\_\_\_

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): ALL

Sponsor(s): ALL

**Description:**

Contract for furnishing and provision of labor, materials, machinery, equipment, and performance of all work for Elm Point Water Treatment Plant Filter Rehabilitation.

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

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

**Summary:**

The existing filters at the Elm Point Water Treatment Plant requires rehabilitation to maintain reliable and efficient water treatment operations. Over time, the filters media and internal components have deteriorated, reducing performance and increasing maintenance needs. Entering into a contract for the rehabilitation will restore the filters' operational capacity, improve water quality consistency, and extend the service life of the facility.

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

**Fiscal Impact:** 194,750.00 **Select One** 20250825

**Account #:** 514-500-535-874105-

**Project #:** 24PWSWW006

RCA prepared by: MZG Dept. Dir.  Finance Dir.  Dir. of Adm.

CONTRACT AGREEMENT

This Contract Agreement, is made the date of the last signature below by and between **S4 Water Sales and Service, LLC**, Party of the First Part, hereinafter called the "Contractor", and City of Saint Charles Party of the Second Part, hereinafter called the "Owner".

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

ARTICLE 1. Scope of Work: Contractor shall furnish and provide for all of the labor, materials, machinery, and equipment, and perform all of the work for **Elm Point Water Treatment Plant Filter Rehabilitation**, as outlined in Contractor's response to bid #4809, a copy of which is attached as Exhibit A.

The work to be done under this Contract consists of Constructing and completing all work described in the proposal, attached as Exhibit A.

ARTICLE 2. Time of Completion: All work shall be completed within 60 days for contract approval.

ARTICLE 3. The Contract Sum: The Owner shall pay the Contractor for the performance of the Contract a sum not to exceed **One Hundred Ninety-Four Thousand Seven Hundred Fifty Dollars (\$194,750.00)**, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached to and a part of these documents and the contract.

ARTICLE 4. Acceptance and Final Payment: Upon receipt of written notice that the work is ready for final inspection and acceptance, the City Representative shall promptly make such inspection, and when the work is deemed acceptable under the Contract and the Contract fully performed, a final certificate with the City Representative's signature shall be issued, stating that the work provided for in this Contract has been completed and is accepted by the City's Representative under the terms and conditions thereof, and the entire balance found to be due the Contractor shall be paid to the Contractor within thirty (30) calendar days after the date of said final certificates.

Before issuance of the final certificates the Contractor shall submit evidence satisfactory to the City Representatives that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The holding and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, faulty work appearing after final payment or from requirements of the specifications and of all claims by the Contractor, except those previously made and still unsettled.

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

ARTICLE 5. The Contract Documents: The information for and instruction to bidders, proposal, the bonds, and the specifications together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated. To the extent there is any conflict between the terms of this Contract and Contactor's response to the City's IFB No. 4809, the terms of this Contract shall control.

ARTICLE 6. Prevailing Wages: Not less than the prevailing hourly rate of wages, as set out in Annual Wage Order #32, must be paid to all workers performing work under the contract pursuant to Section 290.210, et. seq.,

CONTRACT AGREEMENT

RSMo. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

ARTICLE 7. Warranty: All labor and materials will be warranted for one (1) year from substantial completion of the project.

ARTICLE 8. Laws and Ordinances: Contractor shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.160, neither the Contractor/Supplier or an affiliated business entity of the Contractor/Supplier shall: (1) be in arrears to the City on any taxes or debt; (2) be in default of any contractual obligation to the City; (3) be in default as security or otherwise of any obligation to the City; or (4) be a party to a non-adjudicated, non-traffic related citation for a code violation. For complete text of Section 145.160, please contact the Purchasing Office.

The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the City of St. Charles of \$2,500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

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

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

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

Contractor acknowledges that it is in compliance with Section 34.600, RSMo, the Anti-Discrimination Against Israel Act to the extent it may be applicable to Contractor.

ARTICLE 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

CONTRACT AGREEMENT


those kept by its employees, agents, assigns, successors and subcontractors.

ARTICLE 10. Nondiscrimination: Contractor agrees in the performance of this agreement that Contractor, and any subcontractor to the agreement, will not discriminate against any employee or applicant for employment, in the selection and retention of subcontractors, or in procurement of materials and leases of equipment with regard to the work performed during this agreement, on the basis of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

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

S4 WATER SALES AND SERVICE, LLC:

CITY OF SAINT CHARLES, MISSOURI:

  
\_\_\_\_\_  
Date 5 Nov 2025  
By: Brandt Cashion President/CEO  
(Print Name & Title)

\_\_\_\_\_  
Daniel J. Borgmeyer Date  
Mayor

Corporate Attest (if applicable):

Attest:

  
\_\_\_\_\_  
By: \_\_\_\_\_ Date 5 Nov 2025

\_\_\_\_\_  
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 11/12/2025  
\_\_\_\_\_  
C5FB3E8A40BE40D... Date  
Director of Finance

**EXHIBIT A**

**BID FORM**

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this Invitation for Bid and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Invitation for Bid Number 4809 and to all the conditions imposed herein, the undersigned offers and agrees to furnish all labor, material, equipment, supervision, delivery, removals, dumping, fuel surcharges, insurance, traffic control, safety items, and all other related items necessary for Elm Point Water Treatment Plant Filter Rehabilitation in accordance with the specifications attached herein at the following price(s):

<b>Bid Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>
1	Filter Media Rehabilitation	2	EA	\$ 41,400.00	\$ 82,800.00
2	Filter Media Cleaning & Top-off	2	EA	\$ 14,575.00	\$ 29,150.00
<b>Base Bid Total</b>					<b>\$ 111,950.00</b>

**Add/Alternate Bid**

<b>Bid Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>
A1	Filter Media Rehabilitation	2	EA	\$ 41,400.00	\$ 82,800.00
<b>Add/Alternate Bid Total</b>					<b>\$ 194,750.00</b>

Indicate form of proposer:

Sole Proprietor

Limited Liability Company (Attach a Copy of Annual Registration Report with Proposal)

Partnership

Corporation (Attach a Copy of Annual Registration Report with Proposal)

Other: \_\_\_\_\_

Full Legal Name of Proposer: S4 Water Sales and Service, LLC.

Street Address: 160 Vanderbilt Court

City/State/Zip Code: Bowling Green, KY 42103

City of St. Charles business license number: 15792

(if located within city)

Last 4 Digits of FEIN or SSN: 4000

Telephone: 270-781-0670

Name: Brandt Cashion Title: President/CEO

Signature:  Date: 10/2/2025

Email Address: bcashion@s4water.net

**BID FORM**

**COOPERATIVE PURCHASING ADDENDUM**

1. Bidder agrees to extend the unit prices submitted to other entities who participate in Cooperative Purchasing with the City of Saint Charles, Missouri?

Yes       No

2. Bidder agrees to extend the unit prices submitted to other entities (i.e. Homeowner's Associations, Subdivisions, etc.) that maintain private roadway within the City limits of the City of Saint Charles, Missouri?

Yes       No

BIDDER/COMPANY NAME: S4 Water Sales and Service, LLC.

AUTHORIZED SIGNATORY NAME: Brandt Cashion

AUTHORIZED SIGNATORY TITLE: President/CEO

SIGNATURE: 

DATE: 10/2/2025

## LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work:

Utility Infrastructure Services - Vacuum Truck

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Warranty for Equipment/Materials and Work:

Filter Media has 1 year warranty.

All labor associated cost will not be warranty due to filter operations not being S4 Water personnel.

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Names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work, and the type of work to be performed:

Utility Infrastructure Services - Vacuum Truck

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(All remaining work will be done by the BIDDER with its own forces.)

## REFERENCES

Please provide references for similar work in the last 3 years (attach additional pages, if necessary).

**Company:** Missouri American Water  
**Contact Person:** Gerry Hoorman - Water Quality Director  
**Phone:** 405-297-1555  
**E-Mail:** gerry.hoorman@amwater.com

**Company:** Broken Bow WTP  
**Contact Person:** Jennie Woods- WTP Manager  
**Phone:** 580-494-6498  
**E-Mail:** brokenbowlab@yahoo.com

**Company:** Franklin Municipal Water, Franklin, KY  
**Contact Person:** Johnie Skipworth, WTP Manager  
**Phone:** 270-596-2297  
**E-Mail:** johnie.r.skipworth@franklinky.org

**Company:** Bowling Green Municipal Utilities, Bowling Green, KY  
**Contact Person:** Doug Kimbler  
**Phone:** 270-792-9941  
**E-Mail:** dkimbler@bgmu.com

**Company:** Bardstow Water & Sewer  
**Contact Person:** Nic Hume  
**Phone:** 502-348-3064  
**E-Mail:** nhume@bardstownconnect.com

**AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.**

(REQUIRED FOR CONTRACTS FOR PROVISION OF SERVICES IN EXCESS OF \$5,000)

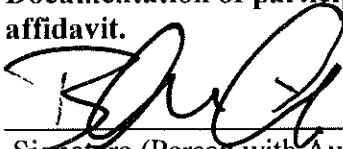
STATE OF  Kentucky  )  
 )ss  
COUNTY OF  Warren  )

Before me, the undersigned Notary Public,  Brandt Cashion  (Name)  
personally appeared who is  President/CEO  (Title) of  
 S4 Water Sales and Service, LLC.  (Company Name), and after being sworn did depose  
and say:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo, et seq.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

  
\_\_\_\_\_  
Signature (Person with Authority)

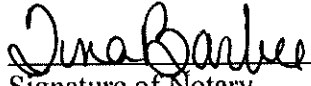
Brandt Cashion   
\_\_\_\_\_  
Printed Name

President/CEO   
\_\_\_\_\_  
Title

10/2/2025   
\_\_\_\_\_  
Date

Subscribed and sworn to before me this  2nd  day of  October, 2025  (Month, Year).

My commission expires:  3/29/26

  
\_\_\_\_\_  
Signature of Notary

10.2.25   
\_\_\_\_\_  
Date

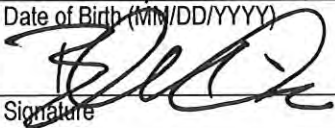
### PROOF OF LAWFUL PRESENCE - 208.009 RSMo


Those contracting with the City of Saint Charles are considered applicants for "public benefit" and therefore must provide affirmative proof that the applicant is lawfully present in the United States. *Public benefit* is defined as any grant, contract, or loan provided by a local government.

Affirmative proof of lawful presence shall include a copy of the applicant's Driver's License or any document issued by the Federal government that confirms lawful presence in the United States.

Penalties under state law for fraudulently obtaining public assistance benefits may include, but are not limited to, imprisonment, fines, and discontinuation of benefits and recovery of benefits fraudulently obtained. Certification must be renewed with the City annually

Contractor shall indemnify and hold harmless the City of Saint Charles and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor's failure, or failure of its employees, agents or Subcontractors, to comply with Section 208.009 RSMo regarding contracts with public entities, to the extent the same are applicable during the term of this Agreement.

Business Name: <b>S4 Water Sales and Service LLC</b>			
Last Name <b>Cashion</b>	First <b>Brandt</b>	Initial <b>R</b>	Maiden Name
Address (Street Name & Number) <b>160 Vanderbilt Ct Bowling Green Ky 42103</b>			
City		State	Zip Code
Date of Birth (MM/DD/YYYY) <b>09/13/1978</b>		(Check all that apply to signer and company): <input checked="" type="checkbox"/> A Citizen of the United States <input checked="" type="checkbox"/> A Lawful Permanent Resident <input checked="" type="checkbox"/> Company uses e-Verify to Hire New Employees <input checked="" type="checkbox"/> All Employees are authorized to work in U.S.	
Signature 			
<input type="checkbox"/> I have attached documentation <input type="checkbox"/> I cannot provide documentation and need a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form			

<b>CITY STAFF-</b> Record the title and expiration date of either: one document from Column A or a Missouri driver's license (Column B) or one document from Column C as listed in the Notice to Applicants for Public Benefits <u>and</u> attach a copy of the documentation.				
<b>A - MoDOR Accepted Documentation</b> Document: _____ Expiration: _____	Or	<b>B - MO Driver's License</b> Missouri Driver's License <input type="checkbox"/> Expiration: _____	Or	<b>C - Other Federal Documentation</b> Document: <u>KY ID</u> Expiration: <u>10/14/2031</u>
<b>CERTIFICATION:</b> I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.*				
Signature of City Staff Person: 		Print Name: <b>William Hartzel</b>	Date: <b>10/2/2025</b>	
*NOTE TO CITY STAFF: If sufficient documentation was not presented, <b>do not sign</b> the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.				

LARP

**Commonwealth of Kentucky  
Michael G. Adams, Secretary of State**

0768452  
Michael G. Adams  
KY Secretary of State  
Received and Filed  
2/18/2025 2:04:50 PM  
Fee receipt: \$15.00

Michael G. Adams  
Secretary of State  
P. O. Box 1150  
Frankfort, KY 40602-1150  
(502) 564-3490  
<http://www.sos.ky.gov>

**Annual Report  
Online Filing  
For the Year 2025**

**ARP**

**Company:** S4 WATER SALES AND SERVICE, LLC  
**Company ID:** 0768452  
**State of origin:** Kentucky  
**Formation date:** 8/3/2010 12:00:00 AM  
**Date filed:** 2/18/2025 2:02:48 PM  
**Fee:** \$15.00

**Principal Office**

160 VANDERBILT COURT  
BOWLING GREEN, KY 42103

**Registered Agent Name/Address**

BRANDT CASHION  
160 VANDERBILT COURT  
BOWLING GREEN, KY 42103

**Members/Managers**

Member Brandt Robert Cashion 160 Vanderbilt Court, Bowling Green, KY 42103

County: WARREN  
Business size: Small  
Business type: Miscellaneous Services

**Signatures**

**Signature** Tina Barbee  
**Title** Office Manager

# State of Missouri



Jason Kander  
Secretary of State

## CERTIFICATE OF REGISTRATION FOREIGN LIMITED LIABILITY COMPANY

WHEREAS,

*S4 WATER SALES AND SERVICE, LLC*  
FL1379222

Using in Missouri the name

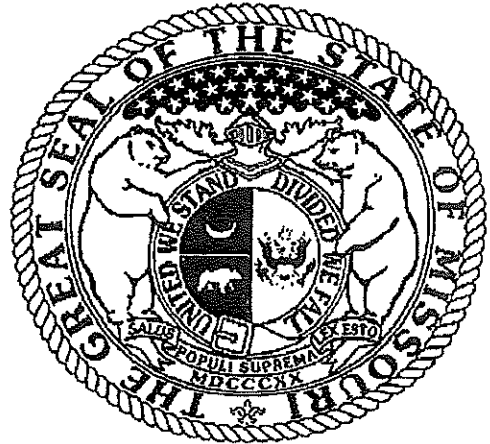
*S4 WATER SALES AND SERVICE, LLC*

and existing under the laws of the State of Kentucky has filed with this state its Application for Registration and whereas this Application for Registration conforms to the Missouri Limited Company Act.

NOW, THEREFORE, I, JASON KANDER, Secretary of State of the State of Missouri, by virtue of authority vested in me by law, do hereby certify and declare that on the 21st day of February, 2014, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 21st day of February, 2014.

Secretary of State



# CITY OF SAINT CHARLES LICENSE

**License Type:** CONTRACTOR OUTSIDE IMMEDIATE AREA  
**License No:** 15792

**Business Name:** S4 WATER SALES AND SERVICE, LLC

**License Effective Date:** 7/1/2025

**License Expiration Date:** 12/31/2025

**License Issued Date:** 10/02/2025



S4 WATER SALES AND SERVICE, LLC  
160 VANDERBILT CT  
BOWLING GREEN, KY 42103

# CITY OF SAINT CHARLES LICENSE

**License Type:** CONTRACTOR OUTSIDE IMMEDIATE AREA  
**License No:** 15792

**Business Name:** S4 WATER SALES AND SERVICE, LLC

**License Effective Date:** 1/1/2026

**License Expiration Date:** 12/31/2026

**License Issued Date:** 10/02/2025



S4 WATER SALES AND SERVICE, LLC  
160 VANDERBILT CT  
BOWLING GREEN, KY 42103



# THE CINCINNATI INSURANCE COMPANY

## Bid Bond

**CONTRACTOR** (Name, legal status and address):

S4 Water Sales and Service, LLC  
160 Vanderbilt Ct  
Bowling Green, KY 42103

**SURETY** (Name, legal status and principal place of business):

**THE CINCINNATI INSURANCE COMPANY**  
**6200 S. GILMORE ROAD**  
**FAIRFIELD, OHIO 45014-5141**

**OWNER** (Name, legal status and address):

CITY OF ST. CHARLES  
2871 ELM POINT INDUSTRIAL DR  
SAINT CHARLES, MO 63301

This document has important legal consequences, Consultation with an attorney is encouraged with respect to its completion or modification.

**BOND AMOUNT:**

**5% of bid**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT** (Name, location or address, and Project number, if any):

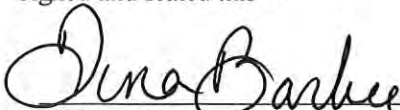
**Filter Rehabilitation**

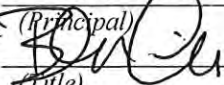
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9 day of October, 2025

  
(Witness)

S4 Water Sales and Service, LLC  
 (Principal) President/CEO (Seal)  
(Title)

  
(Witness)

**THE CINCINNATI INSURANCE COMPANY**  
(Surety) (Seal)  
 /Agent  
(Title)

Fairfield, Ohio

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Mark Ross Richey, Angelia Dame, Everett H Cardwell, Jr., Emily Foster, Tiffany Grimando

of CENTRAL CITY, KY

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

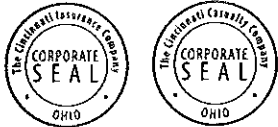
Thirty Million Dollars and 00/100 (\$30,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

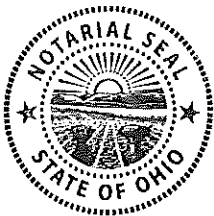


STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

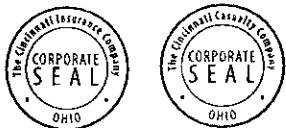


Keith Collett

Keith Collett, Attorney at Law  
Notary Public – State of Ohio  
My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_



Ed H.

## Certificate Of Completion

Envelope Id: 5E29B4E9-59E1-45B1-B23C-25A8228BC907

Status: Sent

Subject: Please DocuSign: Yellow-CRS-ELM POINT WATER TREATMENT PLANT FILTER REHABILITATION

Source Envelope:

Document Pages: 19

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 5

Maura Zackavec

AutoNav: Enabled

200 N Second St

Envelopeld Stamping: Enabled

Saint Charles, MO, MO 63301

Time Zone: (UTC-06:00) Central Time (US & Canada)

maura.zackavec@stcharlescitymo.gov

IP Address: 35.130.51.195

## Record Tracking

Status: Original

Holder: Maura Zackavec

Location: DocuSign

11/6/2025 1:19:32 PM

maura.zackavec@stcharlescitymo.gov

## Signer Events

## Signature

## Timestamp

Larry Perney

lawrence.perney@stcharlescitymo.gov

Asst. CA

SHI OBO City of St Charles

Security Level: Email, Account Authentication  
(None)

Signed by:

Larry Perney  
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Signature Adoption: Pre-selected Style

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### 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

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Signature Adoption: Uploaded Signature Image

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### 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:

Paul Feldmann  
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Using IP Address: 35.130.51.195

### 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

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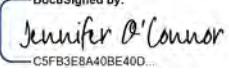
**Signer Events****Signature****Timestamp**

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

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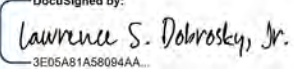
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 Signed: 11/12/2025 2:23:00 PM

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

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Lawrence S. Dobrosky, Jr.  
 lawrence.dobrosky@stcharlescitymo.gov  
 Director of Administration  
 City of Saint Charles, MO  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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 Signed: 11/13/2025 10:06:56 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: 11/13/2025 10:06:58 AM  
 Viewed: 11/13/2025 1:52:48 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

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Carla Bray  
carla.bray@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 11/12/2025 4:29:51 PM  
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Amy Milstead  
amy.milstead@stcharlescitymo.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**RCA FORM (OFFICE USE ONLY)**

MEETING/DATE: 11/18/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

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**Request for Council Action**

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**Description:** Request for Funding from Council Directives

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**Summary:**

As discussed at the November 4, 2025, Special Council Work Session, the recent suspension of SNAP funding has created an urgent need for assistance among our residents. With the holiday season approaching, more than 1,000 households in the City of Saint Charles are struggling to afford basic necessities such as food, rent, and utilities to keep their families safe, warm, and healthy.

In response, City of Saint Charles employees have set a goal to raise \$25,000 to support our neighbors in need. In recognition of this effort, the City Council has approved a City Match of \$100,000 to further extend the impact of this initiative.

Due to the emergent circumstances surrounding the SNAP suspension and the timing of the holiday season, Council President Michael Galba and Council Vice President Mark Hollander are requesting \$30,000 from the Council Directives account to be allocated toward the City's \$100,000 match.

If approved, these funds will provide relief to families in our community facing food insecurity and financial hardship. In addition to helping those directly affected by the recent loss of SNAP benefits, this funding will also support our Annual Thanksgiving Meals and Adopt-A-Family programs.

By: Council President Michael Galba & Council Vice President Mark Hollander Date: 11/10/2025

**CITY OF ST. CHARLES**  
**INTERDEPARTMENTAL COMMUNICATION**

To: Honorable Mayor Borgmeyer and Members of the City Council

From: Miranda Scott, Court Administrator

Date: November 7, 2025

Subject: Monies collected and deposited in October 2025

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Remarks:

The Municipal Division collected and deposited a total of **\$118,804.78** during the month of ***October 2025***

The Municipal Division disbursed a grand total of **\$102,866.03** to the City of Saint Charles.

MISSOURI JUDICIARY  
ST. CHARLES CITY MUNICIPAL  
CIRCUIT COURT DISBURSEMENT LISTING  
SUMMARY REPORT

FROM 01-Oct-2025 TO 31-Oct-2025

ST CHARLES CITY MUNICIPAL  
Account Number : 709992758

PAYMENT DESCRIPTION	CODE	AMOUNT	COUNT
<b>Total Checks Issued</b>			
Law Enf Arrest-Local	5020	43.68	(2)
Restitution	5034	3,558.52	(9)
Due To Debt Collection	5074	3,055.31	(18)
Clerk Fee-Municipal	6002	3,337.31	(1)
Court Automation	6008	4,309.11	(1)
CVC Surcharge State	6016	4,389.13	(1)
CVC Surcharge Muni	6018	102.91	(1)
Law Enf Arrest-Local	6020	1,637.12	(1)
LET-County	6022	1,229.32	(1)
POST-State	6024	615.57	(1)
Dom Viol - Muni	6032	2,457.51	(1)
Fine-Muni Ordin Other	6040	43,507.73	(1)
Inmate Security Fund	6056	1,228.00	(1)
Clerk Fee-E/R	6102	4,049.76	(1)
CVC Surcharge-E/R	6118	124.87	(1)
Fines-E/R	6141	38,547.82	(1)
Overpayments Detail Code	7506	86.00	(1)
Bond Forfeit-E/R	9201	3,700.00	(1)
Bonds Forfeited	9202	2,900.00	(1)
Bonds Refunded	9204	2,438.04	(14)
<b>Net Cash Out</b>		<b>121,317.71</b>	<b>(59)</b>

- 2,438.04 Bonds Refunded  
+ 74.89 Checks Voided  
16 118,804.78 End of month Disbursements

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

*Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.*

<b>I. COURT INFORMATION</b>		Municipality: St. Charles City Municipal	Reporting Period: Oct 1, 2025 - Oct 31, 2025	
Mailing Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303				
Physical Address: 1781 ZUMBEHL ROAD, SAINT CHARLES, MO 63303			County: St. Charles County	Circuit: 11
Telephone Number:		Fax Number:		
Prepared by: Miranda Scott		E-mail Address: miranda.scott@courts.mo.gov		
Municipal Judge: Nicholas Brockmeyer				
<b>II. MONTHLY CASELOAD INFORMATION</b>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		151	8,025	2,232
B. Cases (citations/informations) filed		17	989	88
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		4	466	52
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	157	0
6. dismissed by court		0	23	0
7. <i>nolle prosequi</i>		0	48	29
8. certified for jury trial (not heard in Municipal Division)		0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		4	694	81
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		164	8,320	2,239
E. Trial de Novo and/or appeal applications filed		0	0	0
<b>III. WARRANT INFORMATION (pre- &amp; post-disposition)</b>		<b>IV. PARKING TICKETS</b>		
1. # Issued during reporting period	527	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	488	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	7,234			

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: St. Charles City Municipal	Reporting Period: Oct 1, 2025 - Oct 31, 2025
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<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$38,547.82	Court Automation	\$4,309.11
Clerk Fee - Excess Revenue	\$4,049.76	Due To Debt Collection	\$3,055.31
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$124.87	Law Enf Arrest-Local	\$1,680.80
Bond forfeitures (paid to city) - Excess Revenue	\$3,700.00	Overpayments Detail Code	\$41.11
<b>Total Excess Revenue</b>	<b>\$46,422.45</b>	<b>Total Other Disbursements</b>	<b>\$9,086.33</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$118,804.78</b>
		<b>Bond Refunds</b>	<b>(\$4,253.88)</b>
		<b>Total Disbursements</b>	<b>\$114,550.90</b>
Fines - Other	\$43,507.73		
Clerk Fee - Other	\$3,337.31		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$615.57		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$4,389.13		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$102.91		
Law Enforcement Training (LET) Fund surcharge	\$1,229.32		
Domestic Violence Shelter surcharge	\$2,457.51		
Inmate Prisoner Detainee Security Fund surcharge	\$1,228.00		
Restitution	\$3,528.52		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$2,900.00		
<b>Total Other Revenue</b>	<b>\$63,296.00</b>		

**RCA FORM (OFFICE USE ONLY)**

Bill # 14023

MEETING/DATE: 11/4/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

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:

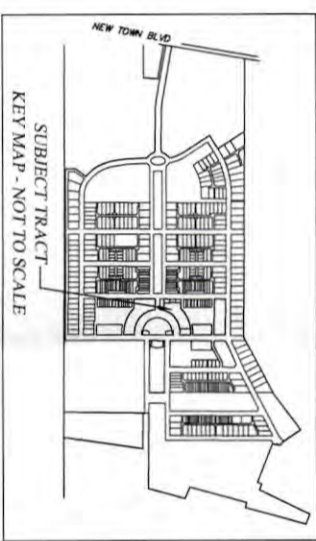
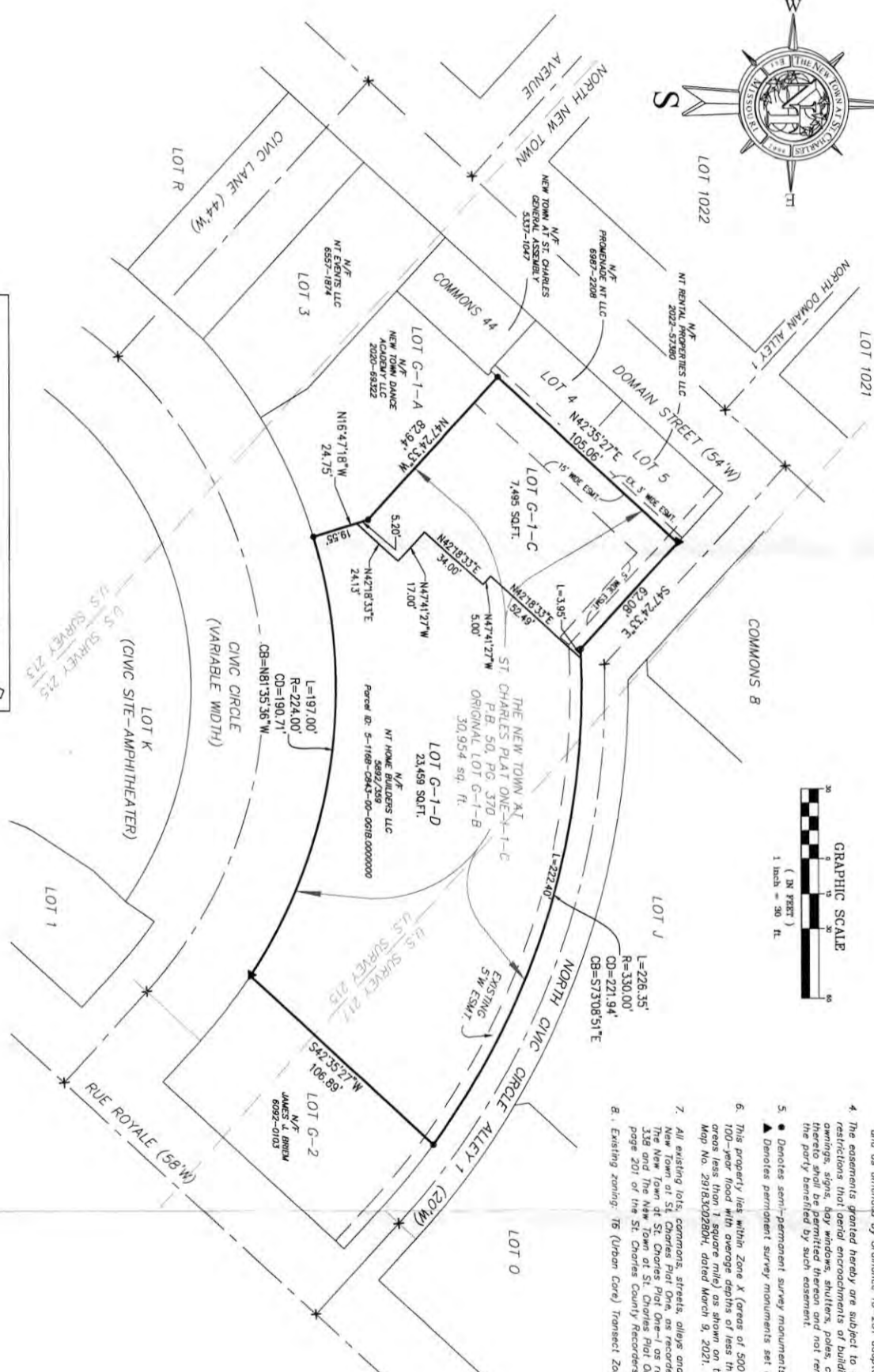
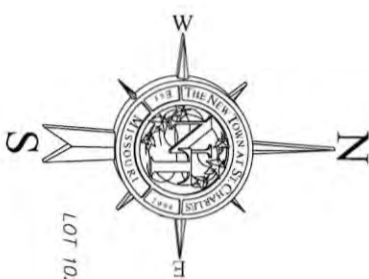
Holly Magdziarz      10/22/2025  
\_\_\_\_\_  
Holly Magdziarz, City Attorney      Date

\_\_\_\_\_  
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



- GENERAL NOTES**
- 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.
  - Total area of this plat is 0.71 acres (303,954 square feet).
  - 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 13, 2003, as amended by Ordinance No. 04-57 adopted on March 3, 2004 and as amended by Ordinance 16-281 adopted on December 20, 2016.
  - 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 impeded by the party benefited by such easement.
  - Denotes semi-permanent survey monuments set or to be set.
  - Denotes permanent survey monuments set or to be set.
  - This property lies within Zone X (areas of 500-year flood or areas of 100-year flood with average depths in excess of the Flood Insurance Rate Map No. 2018X020280H, dated March 9, 2021).
  - 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, as recorded in Plat Book 43, pages 337 & 338 and The New Town at St. Charles Plat One-I, as recorded in Plat Book 44 page 201 of the St. Charles County Recorder's Office, unless otherwise noted.
- B. Existing zoning: TB (Urban Care) Tractee Zone.

**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 ENFORCED BY THE BOARD OF CITY OF ST. CHARLES, MISSOURI, AND AND AS ORIGINALLY 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, 2023, and U.S. Survey 213, 215, and 217, a tract of land containing 0.71 acres, being part of Township 47 North, Range 5 East, St. Charles County, Mo., and during the month of September, 2023, 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 herein.

By: Douglas Scott Tiekamp, PLS #2378  
 DOUGLAS SCOTT TIEKAMP, PLS #2378  
 STATE OF MISSOURI  
 CIVIL AND ENVIRONMENTAL CONSULTANTS, INC.  
 CORPORATE REGISTRATION NO. LS-0007031293

**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 Recorder's Office, 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 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 105.08 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.

**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 herein, has caused said tract to be surveyed, and a resubdivision plat to be prepared in the manner shown herein, which plat shall hereafter be known as THE NEW TOWN AT ST. CHARLES PLAT ONE-I-1-D.

The undersigned further declares that this resubdivision shall be subject to and benefited 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 Recorder of Deeds Office.

All easements, unless expressly limited for a particular use, are hereby granted to the City of St. Charles, Missouri, its 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 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 Whitaker Builders Inc. If an easement is limited to a particular use, the 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 sitation 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 any individual, entity, company or municipality, in the exercise of its authority, shall unilaterally remove its easement 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 or in connection with any disturbance, disruption, or destruction of said sitation 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 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, in accordance with the Missouri Surveying and Mapping Act, 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. Whitaker, Manager

**OWNERS NOTARY**

STATE OF MISSOURI )  
 COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ before me appeared Gregory G. Whitaker 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. Whitaker declared said instrument to be the free act and deed of said company.

**NOTARY PUBLIC**

PLEASE PRINT NAME \_\_\_\_\_  
 STATE OF \_\_\_\_\_ COUNTY \_\_\_\_\_

COMMISSION NUMBER: \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_

**THE NEW TOWN AT ST. CHARLES PLAT ONE-I-1-D**

DATE: SEPT., 2023 DRAWN BY: DWD  
 DWS SCALE: 1"=30' CHECKED BY: BWS  
 PROJECT NO: 320-680.0001  
 APPROVED BY: DRAFT

DRAWING NO.: SV01  
 SHEET 1 OF 1

**NT HOME BUILDERS, LLC**  
 3333-3 Rue Royale  
 St. Charles, Missouri 63301

**CEC**  
 Civil & Environmental Consultants, Inc.

1450 Beale Street  
 Suite 305  
 St. Charles, MO 63303  
 Ph: 314.656.4566  
 www.cecinc.com

CERTIFICATION LICENSE NO. 2002013942

REVISION RECORD		
NO	DATE	DESCRIPTION

**EXHIBIT A**

**RCA FORM (OFFICE USE ONLY)**

Bill # 14024

MEETING/DATE: 11/4/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance



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

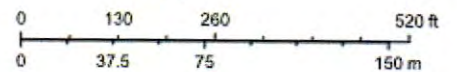
RCA prepared by: JPfeiffer Dept. Dir. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]

# Bellevaux Subdivision



10/30/2025, 10:41:04 AM

1:2,615



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, Geodatasystemen, 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



**RCA FORM (OFFICE USE ONLY)**

Bill # 14025

MEETING/DATE: 11/18/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): All

Sponsor(s): All members of City Council

**Description:**

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY FOR THE PERIOD FROM JANUARY 1, 2026 TO DECEMBER 31, 2026, AND APPROPRIATING MONEY IN THE CITY TREASURY TO PAY THE COST OF OPERATING THE CITY GOVERNMENT DURING THAT PERIOD IN ACCORDANCE WITH THE BUDGET.

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

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

**Summary:**

Attached is the Ordinance adopting the Operating Budget for the Fiscal Year 2026.

Changes made after the 2026 Mayor's budget presentation on October 14, 2025 worksession are attached.

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

**Fiscal Impact:** N/A

**Account #:** various

**Project #:**

RCA prepared by: jao Dept. Dir. jao Finance Dir. jao Dir. of Admin. [Signature]

Bill No. 14025

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 ADOPTING A BUDGET FOR THE CITY FOR THE PERIOD FROM JANUARY 1, 2026 TO DECEMBER 31, 2026, AND APPROPRIATING MONEY IN THE CITY TREASURY TO PAY THE COST OF OPERATING THE CITY GOVERNMENT DURING THAT PERIOD IN ACCORDANCE WITH THE BUDGET.

Be it Ordained by the City Council of the City of Saint Charles, Missouri as Follows:

SECTION 1. A budget for the City of Saint Charles, Missouri, is hereby adopted for the period January 1, 2026 to December 31, 2026. A copy of the budget is attached hereto as "Exhibit A" and made a part hereof, as fully as if set forth verbatim herein.

SECTION 2. There is hereby appropriated out of the various funds in the City Treasury such monies as are provided for in the budget of the City for the period January 1, 2026 to December 31, 2026 to defray the cost and expense of operating the city government during that period in accordance with the budget.

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 Form:  
Holly Magdziarz      10/29/25  
Holly Magdziarz, City Attorney      Date

Attest:  
\_\_\_\_\_  
City Clerk

**Exhibit A**

Budget

(On file in the Office of the City Clerk.)

City of St. Charles  
 Changes to the Proposed 2026 Operating Budget

<u>Department</u>	<u>Fund</u>	<u>Job</u>	<u>Wages Total (\$)</u>	<u>Benefits Total (\$)</u>	<u>Compensation Changes</u>
Administration	General	Grant Writer	\$ (85,525.66)	\$ (43,756.15)	\$ (129,281.81)
Community Development	General	Sr. Construction Inspector - split with Engineering	\$ 38,661.69	\$ 19,779.32	\$ 58,441.01
Special Events	General	Special Events Coordinator	\$ 54,524.50	\$ 27,894.73	\$ 82,419.23
Special Events	General	Part time workers	\$ (60,000.00)	\$ (4,590.00)	\$ (64,590.00)
		General Fund Total	\$ (52,339.47)	\$ (672.10)	\$ (53,011.57)
Engineering	Street Maintenance	Sr. Construction Inspector - split with Community Development	\$ 38,661.69	\$ 19,779.32	\$ 58,441.01

**RCA FORM (OFFICE USE ONLY)**

Bill # 14026

MEETING/DATE: 11/18/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): All

Sponsor(s): Michael Galba

**Description:**

AN ORDINANCE AMENDING SECTION 150.030 OF THE CODE OF ORDINANCES  
ADJUSTING CERTAIN CURRENT FEES AND ADDITION OF NEW FEES

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

Attached is the Schedule of Fees, Fines, Costs and Deposits Ordinance changes and fee additions.

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

**Fiscal Impact:** N/A

**Account #:** various

**Project #:** \_\_\_\_\_

RCA prepared by: jao Dept. Dir. Jao Finance Dir. Jao Dir. of Admin. D

Sponsor(s): Michael Galba

AN ORDINANCE AMENDING SECTION 150.030 OF THE CODE OF ORDINANCES TO ADJUST CERTAIN FEES AND ADDITION OF NEW FEES

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

SECTION 1. Section 150.030 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Section 150.030 Schedule of Fees, Fines, Costs and Deposits.**

The following schedule of fees and charges shall apply for all City operations or as imposed by ordinance, unless otherwise specifically provided for elsewhere in the City’s Code of Ordinances, and, further, are subject to any regulation stated therein:

<b>COMMUNITY DEVELOPMENT</b>		
<b>Animal Services</b>		
Adoption fee - cat		\$75.00
Adoption fee - dog		\$90.00
Adoption fee - pocket pet		\$30.00
Pet chipping		\$25.00
Boarding fee		\$30.00/day
Dog / Cat Surrender fee		\$50.00
Mom and Litter Surrender fee		\$100.00
Pocket Pet Surrender fee		\$20.00 per animal
Owner-Requested Euthanasia		\$150.00
Owned-Pet Remains Disposal		\$50.00
Medical fee		\$10.00
Impoundment fee(s):	First impound	\$50.00
<del>Unregistered, unsterilized animal</del>	First Second impound	\$70.00 <del>50.00</del>
	Second Third or subsequent impound	\$100.00 <del>70.00</del>
	Third or subsequent impound	\$100.00
<b>Building Code and Code Enforcement</b>		
<b>Inspections:</b>		
Occupancy, certificate of:		
Commercial, miscellaneous and industrial uses		\$50.00
Rental dwelling unit (unoccupied)		\$50.00
Rental dwelling unit (occupied)		\$200.00
Dwelling inspection by private inspector		\$25.00
Additional and canceled inspections		\$75.00
<b>Miscellaneous:</b>		
Abatement of unmaintained property:	Per occurrence	
Lawns and weeds mowed/remediated		\$80.00 plus actual costs
Search and seizure warrant execution		\$100.00 plus actual costs

Underlined text is inserted. Struck through text is deleted.

<b>Permits:</b>		
Demolition:		
Demolition restoration	Deposit	\$500.00
Demolition permit		\$100.00
Integrated permit - residential		Greater of \$50.00 or estimated construction cost x permit fee multiplier
Integrated permit - resident, renewal		\$75.00
Integrated permit - non-residential		Greater of \$100.00 or estimated construction cost x permit fee multiplier
Integrated permit - non-residential, renewal		\$150.00
Miscellaneous permits: Electric temporary pole Electrical service repair or upgrade Electrical service reactivation Furnace Air conditioner Water heater Sewer lateral	Per permit	\$50.00
Other permits: Plumbing Electrical Mechanical Building	Per permit	Greater of \$75.00 or estimated construction cost x permit fee multiplier
<b>Plan examinations:</b>		
Plan examination		Greater of \$75.00 of estimated construction cost x 0.002
Expedited plan examination (Building Division plan review)		Greater of \$75.00 or estimated construction cost x 0.004
<b>Subcontractors:</b>		
Drainlayer	2 year permit	\$40.00
Electrician	2 year permit	\$40.00
Plumber	2 year permit	\$60.00
Tinner (HVAC)	2 year permit	\$75.00
<b>Land Use - Planning and Related Permits</b>		
<b>Permits:</b>		
Fence	Per permit	\$25.00
Short-term rental permit	Annual fee	\$500.00
Sign:	Per permit	
Illuminated		\$99.00
Non-illuminated		\$75.00
Preliminary plat review:		
Single-family		\$50.00 plus \$5.00 per lot
Multi-family		\$100.00 plus \$2.00 per unit
Commercial/Industrial		\$100.00 plus \$5.00 per acre

Underlined text is inserted. ~~Struck through text~~ is deleted.

<b>Land Use - Planning and Review Boards</b>		
<b>Board of Adjustment:</b>		
Variance, application for:		
Commercial		\$300.00
Existing single-family home or duplex		\$100.00
Second request on same property		\$50.00
Appeal		Same as applicable variance rate
<b>HLPARB (Landmarks):</b>		
Site plan review		\$200.00
Certificate of appropriateness, application for (exterior changes)		\$50.00
<b>Planning and Zoning Commission:</b>		
Conditional use, application for		\$300.00
Rezoning, application for		\$300.00
Site plan review		\$200.00
<b>Board of Appeal:</b>		
Review of building regulation/Code decision, application for		\$135.00
<b>ENGINEERING/PUBLIC WORKS</b>		
<b>Excavation, Grading and Stormwater Control</b>		
<b>Improvement Plan Review:</b>		
Improvement Plan Review		\$125.00
<b>Permits and Inspections:</b>		
Excavation and grading:		
Per 1,000 cubic yards (or fraction thereof)		\$20.00
Projects 50 cubic yards to 1,000 cubic yards	Minimum fee	\$75.00
Projects over 1,000 cubic yards	Minimum fee	\$150.00
	Maximum fee	\$2,500.00
<u>Deposit Performance Bond for Earthwork</u>		
<u>Total Quantity of Earthwork (CY)</u>	<u>If site is balanced</u>	<u>If site is more than 30% unbalanced</u>
<u>&lt; 3,000</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>3,000 – 5,000</u>	<u>\$5,000.00</u>	<u>\$5,000.00</u>
<u>5,001 – 10,000</u>	<u>\$8,000.00</u>	<u>\$10,000.00</u>
<u>10,001 – 50,000</u>	<u>\$12,000.00</u>	<u>\$20,000.00</u>
<u>50,001 – 100,000</u>	<u>\$25,000.00</u>	<u>\$40,000.00</u>
<u>100,001 – 500,000</u>	<u>\$50,000.00</u>	<u>\$75,000.00</u>
<u>&gt; 500,000</u>	<u>\$100,000.00</u>	<u>\$150,000.00</u>
<u>Sanitary sewer lateral disconnection (see R-O-W permit application fee below for additional fees in the right-of-way)</u>		<u>\$75.00</u>
<u>Water service disconnection (see R-O-W permit application fee below for additional fees in the right-of-way)</u>		<u>\$75.00</u>
<u>Sidewalk exemption fee per linear foot</u>		<u>\$30.00</u>
<u>Right-of-way - for conduction of facilities work:</u>		
<u>R-O-W permit application fee:</u>		<u>\$75.00</u>
<u>Each cubic yard of flowable fill backfill</u>		<u>\$70.00 <del>35.00</del></u>
<u>Each square yard of asphalt surface replaced</u>		<u>\$40.00 <del>20.00</del></u>
<u>Each square yard of concrete surface replaced</u>		<u>\$50.00 <del>25.00</del></u>
<u>Each square foot of sidewalk replaced</u>		<u>\$6.00 <del>3.00</del></u>

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Each <del>100</del> -linear <del>feet</del> <u>foot</u> of linear boring or trenching work		\$1.00 <del>50.00</del>
Replacement of surface where no permanent surface is in place		No charge
Right-of-way - for obstruction of:		
R-O-W usage permit fee		\$250.00 <del>200.00</del>
R-O-W security deposit:		
Each cubic yard of rock, soil or other construction material		\$0.00
Dumpsters and portable storage units		\$0.00
All <u>other</u> obstructions		TBD
Sidewalk, curb, curb cut, driveway or street construction:		
Permit filing fee:		
Commercial property		\$75.00
Residential property		\$75.00
Inspection fee	Per lot	\$15.00
Storm sewer building permit:		
Sewer construction permit fee	Fee	\$150.00
Sewer inspection fee		\$100.00 per 300 linear feet
Sewer CCTV fee		\$4.20 per linear foot
Structure moving:		
Structure moving permit fee		\$50.00 per 1,000 linear feet
<u>Encroachment License</u>		
<u>Easement Encroachment License</u>		\$100.00
<u>Right-of-Way Encroachment License</u>		\$100.00
<u>Sidewalk Café Right-of-Way Encroachment License</u>		\$100.00
<b>Sanitary Sewer - Building and Connections</b>		
Sanitary sewer building permit:		
Sewer construction permit fee	Fee	\$150.00
Sewer inspection fee	Deposit	\$100.00 per 300 linear feet, per day
Sewer CCTV fee		\$5.80 per linear foot, per day
Non-compliance with sanitary sewer installation and connection regulations	Fine	\$250.00 per day (minimum)
<b>Sanitary Sewer Services - Rates</b>		
<b>Sewer service rates - customer classifications:</b>		<b>For 2026 <del>2025</del>-only</b>
City resident or commercial bi-monthly charge		\$14.07 <del>13.66</del>
City resident rate per 1,000 gallons		\$9.20 <del>8.93</del>
City commercial rate per 1,000 gallons		\$7.86 <del>7.63</del>
County resident or commercial bi-monthly charge		\$ <u>16.87</u> <del>16.38</del>
County resident or commercial rate per 1,000 gallons		\$ <u>12.27</u> <del>11.91</del>
Special bi-monthly charge		\$14.07 <del>13.66</del>
Special rate per 1,000 gallons		\$ <u>7.86</u> <del>7.63</del>
<b>Sanitary sewer tap-on fee - City resident rate:</b>		
Water meter size:		
All residential		\$1,000.00
3/4 inch		\$1,000.00

Underlined text is inserted. Struck through text is deleted.

1 inch		\$1,699.00
1.5 inch		\$3,031.00
2 inch		\$4,736.00
3 inch		\$8,744.00
4 inch		\$14,711.00
6 inch		\$28,351.00
8 inch		\$51,368.00
10 inch		\$82,655.00
12 inch and larger		Case by case
<b>Sanitary sewer tap-on fee - County resident rate:</b>		
Water meter size:		
All residential		\$2,000.00
3/4 inch		\$2,000.00
1 inch		\$3,398.00
1.5 inch		\$6,062.00
2 inch		\$9,472.00
3 inch		\$17,488.00
4 inch		\$29,422.00
6 inch		\$56,702.00
8 inch		\$102,736.00
10 inch		\$165,310.00
12 inch and larger		Case by case
<b>Sanitary Sewer Services - Programs</b>		
Sanitary sewer lateral repair fee:		
Imposed on all residential property	Annual fee	<u>\$28.00</u> <del>20.00</del>
<b>Wastewater Collection and Treatment</b>		
Wastewater FOG discharge permit fee:		
	Annual	\$175.00 <del>150.00</del>
<u>Violation – Failure to Install Violation of permit or any other wastewater collection and treatment systems requirement</u>	Fee <del>Fine</del> , per day	\$750.00 (2 <sup>nd</sup> N.O.V.)
		<del>1,000.00</del>
		\$1,000.00 (3 <sup>rd</sup> N.O.V.)
<u>Violation – Failure to Repair</u>	Fee	<del>\$350.00 (2<sup>nd</sup> N.O.V.)</del>
		<del>\$500.00 (3<sup>rd</sup> N.O.V.)</del>
<u>Violation – Failure to Clean</u>	Fee	<del>\$350.00 (2<sup>nd</sup> N.O.V.)</del>
		<del>\$1,000.00 (3<sup>rd</sup> N.O.V.)</del>
<u>Violation – Failure to maintain records Failure to timely comply (in 10 days)</u>	Fee <del>Fine</del>	<del>\$50.00 (2<sup>nd</sup> N.O.V.)</del>
		<del>\$250.00 (3<sup>rd</sup> N.O.V.)</del>
<u>Violation – Disallow Inspection Re-inspection, to confirm compliance</u>	Fee	<del>\$75.00 (2<sup>nd</sup> N.O.V.)</del>
		<del>\$150.00 (3<sup>rd</sup> N.O.V.)</del>
<u>Violation – Failure to submit Application for Grease Interceptor Sizing Verification</u>	Fee	<del>\$50.00 (2<sup>nd</sup> N.O.V.)</del>
		<del>\$200.00 (3<sup>rd</sup> N.O.V.)</del>
<b>Water services - Construction, Repair, Etcetera</b>		
Fire hydrant permit fees:		
Issued to contractors, City residents for jetting streets, construction projects, sewer lines, etc., & watering sod/grass seed in developments		<u>\$100.00</u> <del>50.00</del> per day
For larger developments:		
Residential areas		\$100.00 <del>50.00</del> per day plus \$5.00 per lot
Industrial and commercial areas		\$100.00 <del>50.00</del> per day plus \$5.00 per 10,000 square feet of land
<del>For swimming pools (residential property owner request)</del>		<del>\$50.00 per pool plus cost per 1,000 gallons</del>

Underlined text is inserted. Struck through text is deleted.

Water main:		
Water main construction permit fee		\$100.00
Water main inspection fee		\$100.00 per 300 linear feet
<b>Water Services - Rates and Other Charges</b>		
<b>Water service rates - customer classifications:</b>		<b>For <del>2026</del> 2025 only</b>
City resident or commercial bi-monthly charge		<u>\$8.24</u> <del>7.85</del>
City resident rate per 1,000 gallons:		
Tier 1 (0 to 7,000)		<u>\$5.11</u> <del>4.87</del>
Tier 2 (8,000 to 25,000)		<u>\$5.48</u> <del>5.22</del>
Tier 3 (> 26,000)		<u>\$5.93</u> <del>5.65</del>
County resident or commercial bi-monthly charge		<u>\$9.89</u> <del>9.42</del>
County resident rate per 1,000 gallons:		
Tier 1 (0 to 7,000)		<u>\$8.35</u> <del>7.95</del>
Tier 2 (8,000 to 25,000)		<u>\$8.94</u> <del>8.51</del>
Tier 3 (> 26,000)		<u>\$9.67</u> <del>9.21</del>
City commercial rate per 1,000 gallons		<u>\$5.39</u> <del>5.13</del>
County commercial rate per 1,000 gallons		<u>\$8.78</u> <del>8.36</del>
Special bi-monthly charge		<u>\$8.24</u> <del>7.85</del>
Special rate per 1,000 gallons		<u>\$4.86</u> <del>4.63</del>
<b>Minimum water meter charge - City resident rate</b>		
Water meter size:		
1 inch		<u>\$23.00</u> <del>10.00</del>
1.5 inch		<u>\$41.00</u> <del>16.00</del>
2 inch		<u>\$57.00</u> <del>28.00</del>
3 inch		<u>\$100.00</u> <del>36.00</del>
4 inch		<u>\$178.00</u> <del>56.00</del>
6 inch or larger		<u>\$272.00</u> <del>70.00</del>
8 inch or larger		<u>\$351.00</u>
<b>Minimum water meter charge - County resident rate</b>		
Water meter size:		
1 inch		<u>\$46.00</u> <del>15.00</del>
1.5 inch		<u>\$82.00</u> <del>24.00</del>
2 inch		<u>\$114.00</u> <del>42.00</del>
3 inch		<u>\$200.00</u> <del>54.00</del>
4 inch		<u>\$356.00</u> <del>84.00</del>
6 inch or larger		<u>\$544.00</u> <del>105.00</del>
8 inch or larger		<u>\$702.00</u>
<b>Water tap-on fee - City resident rate</b>		
Water meter size:		
3/4 inch		\$1,000.00
1 inch		\$1,600.00
1.5 inch		<u>\$3,000.00</u> <del>2,300.00</del>
2 inch		<u>\$5,000.00</u> <del>3,900.00</del>
3 inch		\$8,600.00
4 inch		\$15,400.00
6 inch		\$34,300.00
8 inch		\$41,400.00
10 inch and larger		\$154,000.00
Unmetered and main extensions and fire		<u>\$6,000.00</u> <del>2,000.00</del>

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hydrants		
<b>Water tap-on fee - County resident rate</b>		
Water meter size:		
3/4 inch		\$2,000.00
1 inch		\$3,200.00
1.5 inch		<del>\$6,000.00</del> <u>4,600.00</u>
2 inch		<del>\$10,000.00</del> <u>7,800.00</u>
3 inch		\$17,200.00
4 inch		\$30,800.00
6 inch		\$68,600.00
8 inch		\$82,800.00
10 inch and larger		\$308,000.00
Unmetered and main extensions and fire hydrants		<del>\$12,000.00</del> <u>4,000.00</u>
<b>Water tap-on fee - other:</b>		
Sprinkler system		50% increase in above rates
Tap reschedule fee		\$100.00
<b>Water tap-on fee - customers with unmetered fire protection</b>		Annual fee
Tap size at water main:		
2 inch or less		<del>\$350.00</del> <u>30.00</u>
3 inch		<del>\$700.00</del> <u>100.00</u>
4 inch		<del>\$1,200.00</del> <u>125.00</u>
6 inch		<del>\$1,700.00</del> <u>275.00</u>
8 inch		<del>\$2,200.00</del> <u>500.00</u>
10 inch		<del>\$3,500.00</del> <u>775.00</u>
12 inch		<del>\$5,500.00</del> <u>1,100.00</u>
<b>Other Water Services Deposits and Charges</b>		
Backflow prevention device annual inspections, when device installed as required by Section 700.100	Annual fee	\$14.95 <del>12.95</del>
	Late fee	\$30.00
New owner-occupied water service	Deposit	\$50.00
New tenant water service	Deposit	\$100.00
Reconnection of water service:		
Additional deposit		\$50.00
Reconnection during regular business hours	Fee	<del>\$75.00</del> <u>65.00</u>
Reconnection not during regular business hours	Fee	<del>\$150.00</del> <u>100.00</u>
Water meter test fee:		
1 request during life of meter		No charge
Additional tests and meter within AWWA accuracy limits		\$100.00
Water line repair program:		
Imposed on residential property having 4 or fewer dwelling units	Annual fee	\$12.00
<b>FACILITIES - MUNICIPAL PARKING LOTS AND GARAGES</b>		
<b>Garage and EV Charging Stations</b>		
Vehicles entering the Parking Garage on:		
Monday through Friday between 2:01 A.M. and 3:30 P.M.	Fee	\$5.00
Monday through Friday between 3:31 P.M. and 9:00 P.M.		No charge

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Monday through Saturday between 9:01 P.M. and 2:00 A.M. the following day	Fee	\$5.00
Saturday between 2:01 A.M. and 9:00 P.M., and Sunday from 2:01 A.M. through Monday 2:01 A.M.		No charge
Monthly parking cardholders	Fee	\$60.00
<b>Electric Vehicle (EV) Charging Stations:</b>		
Base Rate per kilowatt hour (kWh)		\$0.26/kWh
Idle Fee per minute (for occupying an EV parking space after vehicle charging complete;		\$0.25/min, but not to exceed \$25.00
However, a grace period of 15 minutes will be granted before the idle fee is charged.		
Any additional fee charged by an outside vendor associated with the use of a credit card shall be in addition to the above fees and paid for by the user.		
<b><u>Transit System</u></b>		
Transit system ridership fee		\$5.00 per ride (one way)
<b>FINANCE</b>		
<b>Alcohol Licenses General (annual, except as noted)</b>		
<b>Caterers</b>		
For caterers and other persons holding licenses to sell intoxicating liquor by the drink at retail for consumption on the premises pursuant to Chapter 311, RSMo., and who furnish services for use at a particular event other than at the licensed premises, and not exceeding 50 event days from July 1 to June 30 of any year	1 day 1 year	\$10.00 \$450.00
<b>Manufacturers</b>		
For the manufacture, brewing and sale by manufacturer or brewer of malt liquor containing not in excess of 5% of alcohol by weight		\$300.00
For the manufacture and sale by manufacturer of intoxicating liquor containing not in excess of 22% of alcohol by weight		\$150.00
For manufacturing, distilling or blending and for sale by the manufacturer, distiller or blender of intoxicating liquor of all kinds		\$300.00
For the manufacturing in quantities not to exceed 75,000 gallons, light wines containing not in excess of 14% of alcohol by weight from grapes, berries and other fruits and vegetables grown in the State, in lieu of the charges herein otherwise provided		\$7.50 per 500 gallons or fraction thereof
<b>Retailers</b>		
For sale of intoxicating liquor at retail in the original package, where such liquor shall not be consumed upon or such original package not be opened upon the premises where sold:		\$150.00
Licensee may apply for a tasting license to conduct wine, malt beverage and distilled spirit tasting on the licensed premises		Additional \$37.50

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Licensee may apply for special Sunday retail original package license during the hours allowed by Missouri law		Additional \$300.00
For sale at retail by the drink, for consumption on premises where sold, of malt liquor, including between the hours of 9:00 A.M. and Midnight on Sunday:		\$52.50
Licensee may apply for special Sunday retail original package license during the hours allowed by Missouri law		Additional \$300.00
For sale at retail by the drink, for consumption on the premises where sold, of malt liquor and light wines containing not in excess of 14% of alcohol by weight made exclusively from grapes, berries and other fruits and vegetables, including the sale of malt liquor between the hours of 9:00 A.M. and Midnight on Sunday		\$52.50
For sale at retail by the drink, for consumption on premises where sold, of all kinds of intoxicating liquor, including the sale, except on Sunday, of intoxicating liquor in the original package		\$450.00
For sale at retail by the drink, for consumption on premises where sold, of all kinds of intoxicating liquor on Sunday, and in the original package of all kinds of intoxicating liquor on Sunday		\$200.00
For a restaurant bar located in the Historic Downtown District, for sale at retail by the drink, for consumption on premises where sold, of all kinds of intoxicating liquor on Sunday, and in the original package of all kinds of intoxicating liquor on Sunday		\$10.00
For sale at retail by the drink, for consumption on the premises where sold, of malt liquor and wine containing not in excess of 14% of alcohol by weight		\$450.00
<b>Wholesalers</b>		
For the sale of intoxicating liquor containing not in excess of 5% of alcohol by weight by a wholesaler to a person duly licensed to sell such malt liquor at retail		\$75.00
For the sale of intoxicating liquor not in excess of 22% of alcohol by weight by a wholesaler to a person duly licensed to sell such intoxicating liquor at retail		\$150.00
For the privilege of selling intoxicating liquor of all kinds by a wholesaler to a person duly licensed to sell such intoxicating liquor at retail		\$375.00
<b>Alcohol Licenses - Other (annual – additional to above)</b>		
Arcade Sunday liquor license		\$300.00
Boats and vessels license to sell intoxicating liquor by the drink at retail for consumption on		\$450.00

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premises of USCG licensed vessel to carry 100 or more passengers		
<b>General - Occupations, Business and the Like Licensing/Fees</b>		
<b>Business license fees</b>		
General merchant:	Annual fee	\$50.00
Banks, banking corporations and trust companies	Annual fee	\$1,000.00
Bed and breakfast:		
2 rooms or less		\$75.00
More than 2 rooms		\$100.00
Bill poster:	Annual fee	
Any person who furnishes billboards or other structures for posting, painting, pasting or fastening thereon for hire or compensation, any bill, lithograph, print, painting or sign used in whole or in part for advertising purposes:		
Per square foot for each billboard located in the City		\$0.50
Minimum fee		\$25.00
Maximum fee		\$2,000.00
But such fee shall not exceed an amount equal to \$100.00 per outdoor advertising structure of the bill poster		\$50.00
Itinerant Merchants and promoters:		
Regular itinerant merchant	3 weeks	\$150.00
Promoter of itinerant merchants	7 days	
1 to 25 itinerant merchants		\$125.00
26 to 50 itinerant merchants		\$225.00
51 to 100 itinerant merchants		\$300.00
101 to 150 itinerant merchants		\$375.00
151 or more itinerant merchants		\$450.00
Open air produce market and food vendor itinerant merchant	Annual fee	\$450.00
Junk dealer	Annual fee	\$50.00
Massage technician license	Annual fee	\$50.00
Pawnbroker	Annual fee	\$500.00
Precious metal and gemstone dealers:		
Established dealer	Annual fee	\$50.00
Itinerant dealer	No longer than 60 days	\$50.00
Short term loan establishment	Annual fee	\$50.00
Solicitor	30 days	\$50.00
<b>Manufacturing/Corporations License Fee</b>		
	Annual fee	
0 to 1,000 square feet		\$50.00
1,001 to 5,000 square feet		\$75.00
5,001 to 10,000 square feet		\$150.00
10,001 square feet and over		\$200.00
<b>Retail License Fee</b>		
	Annual fee	
Gross receipts less than \$20,000		\$50.00
Gross receipts \$20,000 to \$100,000		\$75.00
Gross receipts over \$100,000		\$0.75 per \$1,000.00, max. \$2,000.00

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<b>Transportation-Related Business</b>		
Carriage license	Per event	\$35.00
Pedal cab or bicycle taxis and rickshaws	Annual fee	\$35.00
Taxicab/limousine license (per vehicle)	Annual fee	\$15.00
Taxicab/limousine operator's license	Annual fee	\$100.00
Tow truck (per vehicle)	Annual fee	\$25.00
<b>FIRE/EMS</b>		
Automatic fire-extinguishing system permit		\$100.00 first 50 sprinkler heads; \$3.00 each additional head; max. \$1,000.00
Certificate of occupancy permit		\$50.00
Fire alarm and detection system permit		\$100.00 first 50 alarm devices and \$3.00 each additional alarm device; max. \$1,000.00
Fire prevention construction permit		\$3.00 per \$1,000.00 of construction cost/min. \$100.00
Fire pump permit		\$150.00
Gate system permit:		\$50.00
Exception: if included in site improvement plan		No charge
Kitchen hood automatic fire-extinguishing system permit	Per system	\$100.00
Operational permit fee:		\$50.00
Exception: sale/storage/display of fireworks		\$250.00
Exception: plant extraction systems	Annual fee	\$250.00
Paint booth fire-extinguishing system permit	Per system	\$100.00
Plan review fee:		\$50.00
If private firm engaged to conduct plan review		Actual cost to City
Site plan review fee		\$100.00
<b>Other and Additional Services</b>		
Additional ambulance and/or medical coverage:		
For special events (min. 4-hour booking):		
— Single FF/EMT	Per hour	\$45.00
Single FF/paramedic	Per hour	\$50.00
ALS ambulance	Per hour	\$120.00
ALS medical response cart	Per hour	\$120.00
Medical station (ALS) tent	Per hour	\$190.00
Extraordinary costs for services:		
Additional cost in event of requested services (e.g., plan review, inspection, etc.) requiring an extraordinary commitment of Fire Department resources		Greater of \$50.00 or City's actual cost
False alarm:		
3rd in a calendar year		\$50.00
4th and each subsequent in a calendar year		\$100.00
Fire watch service	Per hour	\$50.00
Non-compliance with Fire Code		\$100.00
Violation of Fire Code		\$500.00

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<b>MUNICIPAL COURT</b>		
<b>Court Costs</b>		
Cost of Court		\$12.00
Costs assessed per Missouri laws:		
Police Officer training (except non-moving violations)		\$2.00
State's Peace Officer Standards and Training Commission Fund		\$1.00
State's Crime Victims' Compensation Fund		\$7.50
Inmate Security Fund		\$2.00
Statewide court automation		\$7.00
Domestic Shelter Fund		\$4.00
<b>Court Fines</b>		
Parking violation - for which no other penalty is set forth		Not less than \$15.00, no more than \$200.00
<b>Court Fines - Violations Bureau Fine List (assessed court costs included)</b>		
Violations: Animal Nuisance Parking Traffic-related		Per Violations Bureau Fine List (effective 6/2/2021)
<b>Reimbursements/Additional Costs of Court</b>		
Law Enforcement costs related to alcohol and drug offenses		Per schedule
Other costs:		
Mileage related to service of warrants, etc.		Per schedule
Transportation related to apprehension or confinement		Actual costs
<b>POLICE</b>		
<b>General Services</b>		
Criminal record check	Per check	\$5.00
Fingerprinting:	Per service	
City Resident		No charge
Non-resident		\$12.00
Police report/record - copy	Per record	\$10.00
<b>Security Systems and Services</b>		
Alarm system registration		
Residential		
Initial registration fee		\$25.00
* Seniors 60 or older and/or 100% disabled veterans	Fee waived	
Annual renewal fee		No charge
Late registration fee		\$50.00
Commercial		
Initial registration fee		\$50.00
Annual renewal fee		\$50.00
Late registration fee		\$100.00
False alarm fees - per calendar year:		
1st occurrence		No charge
2nd occurrence		\$50.00
3rd - 8th occurrence	Each alarm	\$100.00

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9th and any subsequent occurrence	Each alarm	\$200.00
<b>SPECIAL EVENTS</b>		
<b>Events and Festivals</b>		
Parade/walk/run	Application fee	\$100.00
Festival - over 5,000 people	Application fee	\$500.00
Other event/festival	Application fee	\$250.00
Small event/block party - less than 100 people in attendance		No charge
<b>Licenses and Permits</b>		
Alcohol catering license fee	Daily	\$10.00
Promoter's license fee (based on # of vendors):		
1 to 25		\$125.00
26 to 50		\$225.00
51 to 100		\$300.00
101 to 150		\$375.00
151 or more		\$450.00
Tent permit:		
If larger than 400 sq. ft. or for sale of goods or services	Per tent	\$20.00
<b>Other Services</b>		
Fire/EMS services		See Fire above
Police Officer	Per hour	\$60.00
Street closure devices:		
Types of devices:		
Type I barricade	Each	\$7.00
Type III barricade	Each	\$50.00
Channelizer	Each	\$15.00
Delivery and pickup of barricades		
1 to 20 barricades (min. 4 hours)	Per hour	\$125.00
20 + barricades (min. 4 hours)	Per hour	\$250.00
Signs:		
Changeable message sign		\$840.00
Road warning or regulatory sign		\$25.00
"No Parking" notification sign		\$5.00
Water - use of City water source	Per fire hydrant	\$100.00

SECTION 2. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of passage and approval.

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Bill No. 14026

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer

\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:



Holly Magdziarz 11/5/25  
\_\_\_\_\_  
Holly Magdziarz, City Attorney      Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk

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**RCA FORM (OFFICE USE ONLY)**

Bill # 14027

MEETING/DATE: 11/18/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): All

Sponsor(s): All members of the City Council

**Description:**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES SECTIONS 700.150 AND 705.220 TO ESTABLISH WATER RATES AND SEWER RATES EFFECTIVE JANUARY 1, 2026, 2027, 2028, 2029 AND 2030 AND MAKING TECHNICAL AMENDMENTS

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

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

**Summary:**

Public Works and Finance departments collaborated for the five-year review and analysis of the water and sewer rates. The proposed water and sewer rates are recommended to support the continued operation, maintenance, capital improvements and debt service of the water and sanitary sewer utilities. The rates consider future growth and needs for the water and sanitary systems.

The proposed rates have been established over the next five (5) years 2026 - 2030. The rates will become effective on January 1, 2026, pending Council approval. Attached are the updated code sections with text additions underlined and text deletions struck through.

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

**Fiscal Impact:** N/A

**Account #:** \_\_\_\_\_

**Project #:** \_\_\_\_\_

RCA prepared by: jao Dept. Dir. Jao Finance Dir. Jao Dir. of Admin. [Signature]

Sponsors: Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Denise Mitchell, Justin Foust, Brian Gould, Michael Galba, Bart Haberstroh, Steve Hollander

AN ORDINANCE AMENDING SECTION 700.150 AND SECTION 705.220 OF THE CODE OF ORDINANCES TO ESTABLISH WATER RATES AND SEWER RATES EFFECTIVE JANUARY 1, 2026, JANUARY 1, 2027, JANUARY 1, 2028, JANUARY 1, 2029, AND JANUARY 1, 2030.

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

SECTION 1. Section 700.150 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Section 700.150. Water Service Rates, Deposits And Fees Established By Ordinance.**

A. Rates, deposits, fees and charges for water service shall be recommended by the Director of Public Works and/or the Director of Finance and established by ordinance. The rates and charges for water service as set forth herein are hereby established and shall be in full force and effect at 12:01 A.M. on ~~July 1, 2021~~, January 1, 2026, and January 1 of each succeeding year as follows:

	2021	2022	2023	2024	2025
<b>Customer Classification:</b>					
City resident or commercial bi-monthly charge	\$6.40	\$6.75	\$7.12	\$7.48	\$7.85
City resident rate per 1,000 gallons:					
Tier 1 (0—7,000)	\$3.97	\$4.19	\$4.42	\$4.64	\$4.87
Tier 2 (8,000—25,000)	\$4.25	\$4.48	\$4.73	\$4.97	\$5.22
Tier 3 (> 26,000)	\$4.60	\$4.85	\$5.12	\$5.38	\$5.65
County resident or commercial bi-monthly charge	\$7.68	\$8.10	\$8.54	\$8.98	\$9.42
County resident rate per 1,000 gallons:					
Tier 1 (0—7,000)	\$6.47	\$6.83	\$7.21	\$7.57	\$7.95
Tier 2 (8,000—25,000)	\$6.93	\$7.31	\$7.71	\$8.10	\$8.51
Tier 3 (> 26,000)	\$7.50	\$7.91	\$8.35	\$8.77	\$9.21
City-commercial rate per 1,000 gallons	\$4.19	\$4.42	\$4.66	\$4.89	\$5.13
County-commercial rate 1,000 gallons	\$6.83	\$7.20	\$7.60	\$7.97	\$8.36
Special bi-monthly charge	\$6.40	\$6.75	\$7.12	\$7.48	\$7.85
Special rate per 1,000 gallons	\$3.77	\$3.98	\$4.20	\$4.41	\$4.63

	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
<b><u>Customer Classification:</u></b>					
City resident or commercial bi-monthly charge	\$8.24	\$8.65	\$9.09	\$9.54	\$10.02
City resident rate per 1,000 gallons:					
Tier 1 (0 – 7,000)	\$5.11	\$5.37	\$5.64	\$5.92	\$6.22
Tier 2 (8,000 – 25,000)	\$5.48	\$5.76	\$6.04	\$6.34	\$6.66
Tier 3 (> 26,000)	\$5.93	\$6.23	\$6.54	\$6.87	\$7.21
County resident or commercial bi-monthly charge	\$9.89	\$10.39	\$10.90	\$11.45	\$12.02
County resident rate per 1,000 gallons:					
Tier 1 (0 – 7,000)	\$8.35	\$8.76	\$9.20	\$9.66	\$10.15
Tier 2 (8,000 – 25,000)	\$8.94	\$9.38	\$9.85	\$10.34	\$10.86
Tier 3 (> 26,000)	\$9.67	\$10.15	\$10.66	\$11.19	\$11.75
City commercial rate per 1,000 gallons	\$5.39	\$5.66	\$5.94	\$6.24	\$6.55
County commercial rate 1,000 gallons	\$8.78	\$9.22	\$9.68	\$10.16	\$10.67
Special bi-monthly charge	\$8.24	\$8.65	\$9.09	\$9.54	\$10.02
Special rate per 1,000 gallons	\$4.86	\$5.10	\$5.36	\$5.63	\$5.91

- B. Effective July 1, 2010, January 1, 2026, the minimum water meter charges for City residents and for County residents, based upon meter size, were established and are set forth in Section 150.030.
- C. New Customer Deposit.
1. Each new owner-occupied water service customer and each new tenant water service customer shall pay to the City an initial deposit in the amounts stated in Section 150.030. The deposit shall be returned to the customer when:
    - a. The customer discontinues water service, in which case the City shall refund the deposit by first crediting the customer's account to offset the final bill and then issuing a check for any remaining amount due to the customer; or
    - b. The customer has no delinquent water bills during a two-year period, in which case the City shall refund the deposit by crediting the customer's account to offset subsequent bills.
  2. No customer shall be required to pay a deposit who has previously owned or leased property in the City within the preceding five (5) years, paid the deposit, and had the deposit returned after the two-year period.

- D. There is established an additional deposit requirement and a reconnection fee for all water service reconnections made during regular business hours; and for reconnections not made during regular business hours, an additional fee shall be charged. These fees are stated in Section 150.030. At the time a reconnection is made, the customer is required to pay to the City the full amount due on the delinquent bill, the additional deposit requirement and the reconnection fee. Notwithstanding the foregoing, no owner-occupied deposit account shall exceed one hundred fifty dollars (\$150.00) and no tenant water service customer account shall exceed two hundred dollars (\$200.00). For purposes of this Section, regular business hours are Monday through Friday on days City Hall is open for business and between the hours of 8:00 A.M. and 4:30 P.M. There shall be no fee charged for emergency reconnection of water service.
- E. Tap Reschedule Fee.
1. Forty eight (48) hours notice is required for scheduling taps.
  2. The contractor is responsible for all excavations, shoring or sloping if needed and site restoration. The City of St. Charles Water Division reserves the right to deny tapping procedure if unsafe or hazardous conditions are present.
  3. Upon arrival to the site, all material will be inspected by water division personnel to ensure compliance with material specifications. If materials are not in compliance or on site and ready for inspection, the tap must be rescheduled when materials are in compliance or on site ready for inspection and excavation is deemed acceptable. A one hundred dollar (\$100.00) rescheduling fee must be paid prior to an appointment being rescheduled, to avoid any additional charges, the appointment must be cancelled two (2) hours prior to the scheduled time.
- F. Meter Test Fee. Customers may request a water meter to be tested. The customer can make one (1) request during the life of the meter at no cost to the customer. Routine testing or testing to confirm any abnormalities will be done at the discretion of the Water Department. Customers may be charged the amount stated in Section 150.030 for additional tests requested by the customer if the meter testing shows the meter is within AWWA accuracy limits. Customers may witness the meter test by scheduled appointment only at the Public Works Facility.
- G. There is established an additional fee equal to ten percent (10%) of the water service bill, or a minimum of five dollars (\$5.00), for the late payment of the water service bill.

- H. Effective September 1, 2009, water tap-on fees for City residents and for County residents, based upon water meter size, were established and are set forth in Section 150.030. Rates for unmetered and main extensions also are listed therein. Sprinkler systems that run off a domestic tap with more than twenty (20) sprinkler heads are subject to a fifty percent (50%) increase in the listed rates.
- I. Water tap-on fees shall not be assessed for construction projects of the City.
- J. Effective January 1, 2018, the annual fee for customers with unmetered fire protection based on the size of the fire line shall be the amounts set forth in Section 150.030, with reference to the tap size at a water main.
- K. Failure of the City to submit a service bill or a delinquent notice shall not excuse the water customer from the obligation to pay for water service when the bill is submitted.
- L. Whenever, for any cause, a water meter fails to operate, or for some reason a meter cannot be or is not read by the City, a reasonable estimate shall be made by the City of the amount of water supplied during such period and the customer/user shall be liable for payment based on the estimated amount of water.

SECTION 2. Section 705.220 of the Code of Ordinances of the City of St. Charles, Missouri is hereby amended to read as follows:

**Section 705.220. Sewer Service Rates Established By Ordinance.**

- A. Rates and charges for the use and services of the sanitary sewer system shall be recommended by the Director of Public Works and/or the Director of Finance and established by ordinance. The rates and charges shall be made and collected against each lot, parcel of land or premises which may have any active sewer connection with the sanitary sewer system or which may actively discharge sewage or industrial waste, either directly or indirectly, into such sewer system or any part thereof, unless the City was otherwise contractually obligated to a different rate and charge before the effective date of Ord. No. 79-47, May 16, 1979. The rates and charges for sewer service as set forth herein are hereby established and shall be in full force and effect at 12:01 A.M. on ~~July 1, 2021~~, January 1, 2026, and January 1 of each succeeding year as follows:

	2021	2022	2023	2024	2025
<b>Customer Classification:</b>					
City resident or commercial bi-monthly charge	\$11.50	\$12.80	\$12.68	\$13.26	\$13.66
City resident rate per 1,000 gallons	\$7.52	\$7.90	\$8.30	\$8.67	\$8.93
City commercial rate per 1,000 gallons	\$6.43	\$6.75	\$7.09	\$7.41	\$7.63
County resident or commercial bi-monthly charge	\$13.80	\$14.50	\$15.22	\$15.90	\$16.38
County resident or commercial rate per 1,000 gallons	\$10.03	\$10.53	\$11.06	\$11.56	\$11.91
Special bi-monthly charge	\$11.50	\$12.80	\$12.68	\$13.26	\$13.66
Special rate per 1,000 gallons	\$6.43	\$6.75	\$7.09	\$7.41	\$7.63

	2026	2027	2028	2029	2030
<b>Customer Classification:</b>					
City resident or commercial bi-monthly charge	\$14.07	\$14.49	\$14.93	\$15.37	\$15.84
City resident rate per 1,000 gallons	\$9.20	\$9.47	\$9.76	\$10.05	\$10.35
City commercial rate per 1,000 gallons	\$7.86	\$8.09	\$8.34	\$8.59	\$8.85
County resident or commercial bi-monthly charge	\$16.87	\$17.38	\$17.90	\$18.44	\$18.99
County resident or commercial rate per 1,000 gallons	\$12.27	\$12.64	\$13.01	\$13.40	\$13.81
Special bi-monthly charge	\$14.07	\$14.49	\$14.93	\$15.37	\$15.84
Special rate per 1,000 gallons	\$7.86	\$8.09	\$8.34	\$8.59	\$8.85

- B. Tap-on fees, user charges and surcharges shall be recommended by the Director of Public Works and/or the Director of Finance and established by ordinance. Effective September 1, 2009, sewer tap-on fees for City residents and for County residents, based upon water meter size, were established and are set forth in Section 150.030.
- C. Sewer tap-on fees shall not be assessed for construction projects of the City.
- D. Failure of the City to submit a service bill or a delinquent notice shall not excuse the sewer customer from the obligation to pay for sewer service when the bill is submitted.
- E. Whenever, for any cause, a meter fails to operate, or for some reason a meter cannot be or is not read by the City, a reasonable estimate shall be made by the City of the amount of sanitary sewer service provided as determined by the estimated amount of water supplied during such period and the customer/user shall be liable for payment based on the estimated amount of water.

SECTION 3. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of St. Charles, Missouri, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 4. This Ordinance shall be in full force and effect from and after the date of 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      11/5/25  
\_\_\_\_\_  
Holly Magdziarz, City Attorney      Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk

**RCA FORM (OFFICE USE ONLY)**

Bill # 14028

MEETING/DATE: 11/18/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance



Ward(s): 5

Sponsor(s): Denise Mitchell

**Description:**

Authorization to acquire right-of-way and easements required for the Beaver Creek Court Bank Stabilization Project by purchase, donation, or eminent domain.

**Contract Extension/Renewal:** Yes  No

**Information Paper Attached:** Yes  No

**Staff Recommendation:** Approve  Disapprove

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

**Summary:**

Reitz & Jens has completed pre-final design plans for the proposed Beaver Creek Court Bank Stabilization Project. Existing easements and right-of-way were utilized where possible. However, permanent drainage and utility easements are required for construction of the improvements. Additional easements are needed from two parcels.

For reference, attached is the overall location map highlighting the impacted properties. Based on initial conversations with the residents, they are supportive of the proposed improvements. Staff anticipates acquiring the needed easements for this project by donation.

**Staff recommends approval of this Ordinance.**

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

**Fiscal Impact:** \$ 0.00 N/A

**Account #:** N/A

**Project #:** 24ENGSW002

RCA prepared by: NG/GC Dept. Dir. NA For DM Finance Dir. Qao Dir. of Admin. 4

Bill No. 14028

Ordinance No. \_\_\_\_\_

Sponsor: Denise Mitchell

AN ORDINANCE AUTHORIZING THE ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS REQUIRED FOR THE BEAVER CREEK COURT BANK STABILIZATION PROJECT BY PURCHASE, DONATION OR EMINENT DOMAIN; AND AUTHORIZING AND PROVIDING FOR CONTINUING AUTHORITY TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE ACQUISITION OF SAID RIGHT-OF-WAY AND/OR EASEMENTS.

Be it Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. The acquisition by purchase, donation or the power of eminent domain of land, easements or other real property interests for the Beaver Creek Court Bank Stabilization Project as generally depicted on Exhibit A and attached hereto and incorporated by this reference is declared to be necessary for municipal purposes and the acquisition of the property interests is hereby authorized.

SECTION 2. The Mayor, City Clerk and City Staff are hereby authorized and directed to perform all acts necessary to acquire the property interests described above.

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

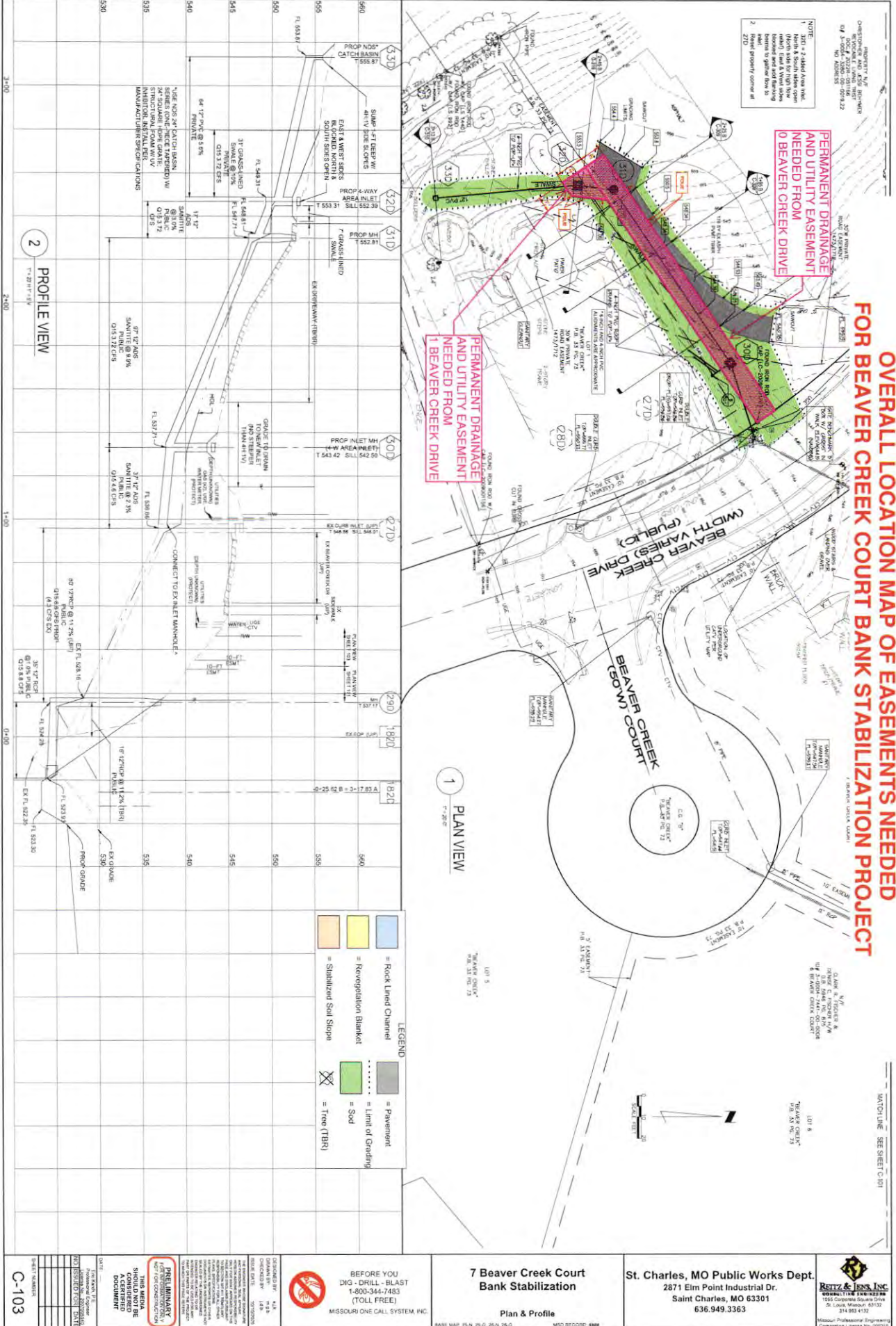
\_\_\_\_\_  
Approved as to Legal Form:

\_\_\_\_\_  
Attest:

Holly Magdziarz 11/5/25  
\_\_\_\_\_  
Holly Magdziarz, City Attorney Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk





**OVERALL LOCATION MAP OF EASEMENTS NEEDED FOR BEAVER CREEK COURT BANK STABILIZATION PROJECT**

NOTE: 1. A 12' wide easement is needed from the North-South side of the property to allow for the placement of the 12' rock-lined slope. 2. The 12' easement is needed from the North-South side of the property to allow for the placement of the 12' rock-lined slope.

PERMANENT DRAINAGE AND UTILITY EASEMENT NEEDED FROM 1 BEAVER CREEK DRIVE

PERMANENT DRAINAGE AND UTILITY EASEMENT NEEDED FROM 10 BEAVER CREEK DRIVE

**2 PROFILE VIEW**

**1 PLAN VIEW**

**LEGEND**

	= Rock Lined Channel		= Pavement
	= Revegetation Blanket		= Limit of Grading
	= Stabilized Soil Slope		= Sod
	= Tree (TBR)		

**C-103**

**BEFORE YOU DIG - DRILL - BLAST**  
1-800-344-7483 (TOLL FREE)  
MISSOURI ONE CALL SYSTEM, INC.

**7 Beaver Creek Court Bank Stabilization**  
Plan & Profile  
MSD RECORD: ###

St. Charles, MO Public Works Dept.  
2871 Elm Point Industrial Dr.  
Saint Charles, MO 63301  
636.949.3363

**REITZ & JENKINS INC.**  
1055 Corporate Square Drive  
St. Louis, Missouri 63117  
314.983.4132  
Missouri Professional Engineering Corporation License No. 000713

**RCA FORM (OFFICE USE ONLY)**

Bill # 14029

MEETING/DATE: 11/18/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 8

Sponsor(s): Michael Galba

**Description:**

Authorization to execute an Ordinance to convert the intersection of Palisades Drive and Copperfield Court to an all-way stop controlled intersection.

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

Staff has received a safety concern and request for all-way stop control at the intersection of Palisades Drive with Copperfield Court. The City hired TREKK Design Group to collect traffic data and perform stop sign warrants at the intersection. The City uses five criteria (warrants) based on the Manual of Uniform Traffic Control Devices (MUTCD) for guidance to determine when stop signs should be installed. This criteria considers crash history, sight distance, interim measure for signals, traffic volumes, and other factors like left turn conflicts.

The intersection of Palisades Drive and Copperfield Court is currently a two-way stop control intersection with stop signs only along Copperfield Court. Copperfield Court provides access to Highway B and functions as a significant entrance for the subdivision. Based on the data, this intersection met Warrant B for sight distance and Warrant E for other factors related to pedestrian conflicts and access to Highway B & high school; therefore conversion to an all-way stop controlled intersection is recommended.

**Staff and Street Committee recommend approval of this Ordinance.**

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

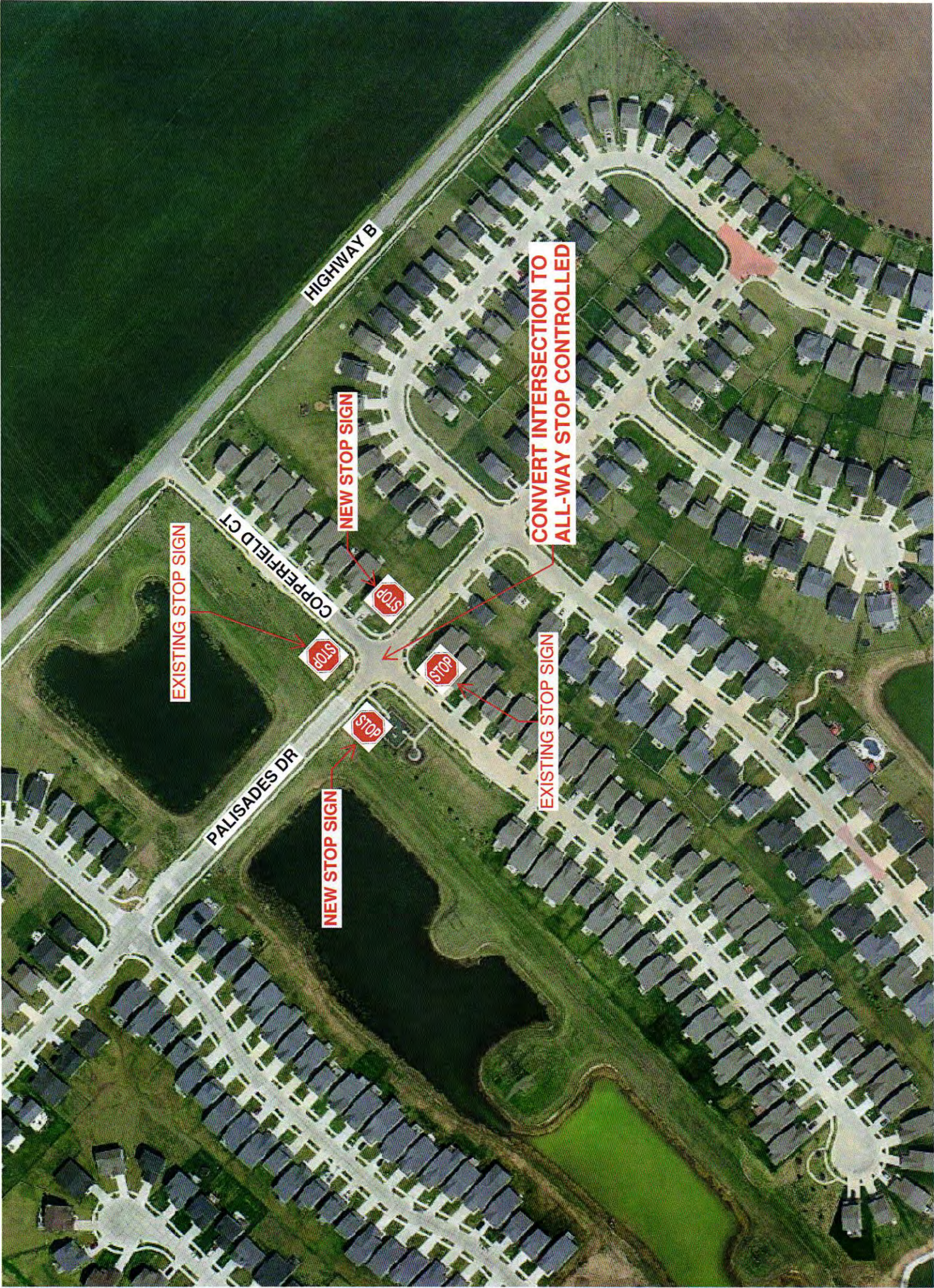
**Fiscal Impact:** \$ 0.00 N/A

**Account #:** N/A

**Project #:** N/A

RCA prepared by: NG/GC Dept. Dir. 745 For DM Finance Dir. Jaw Dir. of Admin. 3

PALISADES DRIVE AND COPPERFIELD COURT ALL-WAY STOP LOCATION MAP



Bill No. 14029

Ordinance No. \_\_\_\_\_

Sponsor: Michael Galba

AN ORDINANCE AUTHORIZING TWO ADDITIONAL STOP SIGNS AT THE INTERSECTION OF PALISADES DRIVE AND COPPERFIELD COURT TO CONVERT THE INTERSECTION TO AN ALL-WAY STOP CONTROLLED INTERSECTION.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. Two (2) additional stop signs are hereby authorized at the intersection of Palisades Drive and Copperfield Court to convert the intersection to an all-way stop controlled intersection.

SECTION 2. All ordinances in conflict with this ordinance are hereby repealed.

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 11/5/25  
\_\_\_\_\_  
Holly Magdziarz, City Attorney Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk



**RCA FORM (OFFICE USE ONLY)**

Bill # 14030

MEETING/DATE: 11/18/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

**Request for Council Action**

Ward(s): 7

Sponsor(s): Brian Gould

**Description:**

Authorization to execute an Ordinance to convert the intersection of Indian Hills Drive and Shawnee Drive to an all-way stop controlled intersection.

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

Staff has received a safety concern and request for all-way stop control at the intersection of Indian Hills Drive with Shawnee Drive. The City hired TREKK Design Group to collect traffic data and perform stop sign warrants at the intersection. The City uses five criteria (warrants) based on the Manual of Uniform Traffic Control Devices (MUTCD) for guidance to determine when stop signs should be installed. This criteria considers crash history, sight distance, interim measure for signals, traffic volumes, and other factors like left turn conflicts.

The intersection of Indian Hills Drive and Shawnee Drive is currently a one-way stop control intersection with a stop sign only along Shawnee Drive. There is a bus stop at this intersection and the geometry and grading of Shawnee Drive makes visibility of Indian Hills Drive challenging. Based on the data, this intersection met Warrant B for sight distance; therefore conversion to an all-way stop controlled intersection is recommended.

**Staff and Street Committee recommend approval of this Ordinance.**

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

**Fiscal Impact:** \$ 0.00 N/A

**Account #:** N/A

**Project #:** N/A

RCA prepared by: NG/GC Dept. Dir. PA For DM Finance Dir. Jao Dir. of Admin. J

INDIAN HILLS DRIVE AND SHAWNEE DRIVE ALL-WAY STOP LOCATION MAP



Bill No. 14030

Ordinance No. \_\_\_\_\_

Sponsor: Brian Gould

AN ORDINANCE AUTHORIZING TWO ADDITIONAL STOP SIGNS AT THE INTERSECTION OF INDIAN HILLS DRIVE AND SHAWNEE DRIVE TO CONVERT THE INTERSECTION TO AN ALL-WAY STOP CONTROLLED INTERSECTION.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. Two (2) additional stop signs are hereby authorized at the intersection of Indian Hills Drive and Shawnee Drive to convert the intersection to an all-way stop controlled intersection.

SECTION 2. All ordinances in conflict with this ordinance are hereby repealed.

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      11/5/25  
Holly Magdziarz, City Attorney      Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk



**RCA FORM (OFFICE USE ONLY)**

Bill # 14031

MEETING/DATE: 11/18/2025

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance



Ward(s): 8

Sponsor(s): Michael Galba

**Description:**

Authorization to repeal Ordinance 22-152 which established a parking restriction on the south side of Bentwater Place and establish a new parking restriction on the north side of Bentwater Place from 3241 to 3269 Bentwater Place.

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

**Summary:**

Staff has received a petition to change the no parking restriction on Bentwater Place to be on the north side of the road between 3241 and 3269 Bentwater Place. This is about a 400 foot section of roadway with an existing no parking restriction on the south side. The attached petition contains eleven (11) signatures from the residents living along this stretch of road that want the no parking restriction changed. There are no driveways on the south side of the road with more room for on-street parking. The north side of the road has eight driveways and limited space for visitor on-street parking. Attached is a location map.

**Staff and Street Committee recommend approval of this Ordinance.**

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

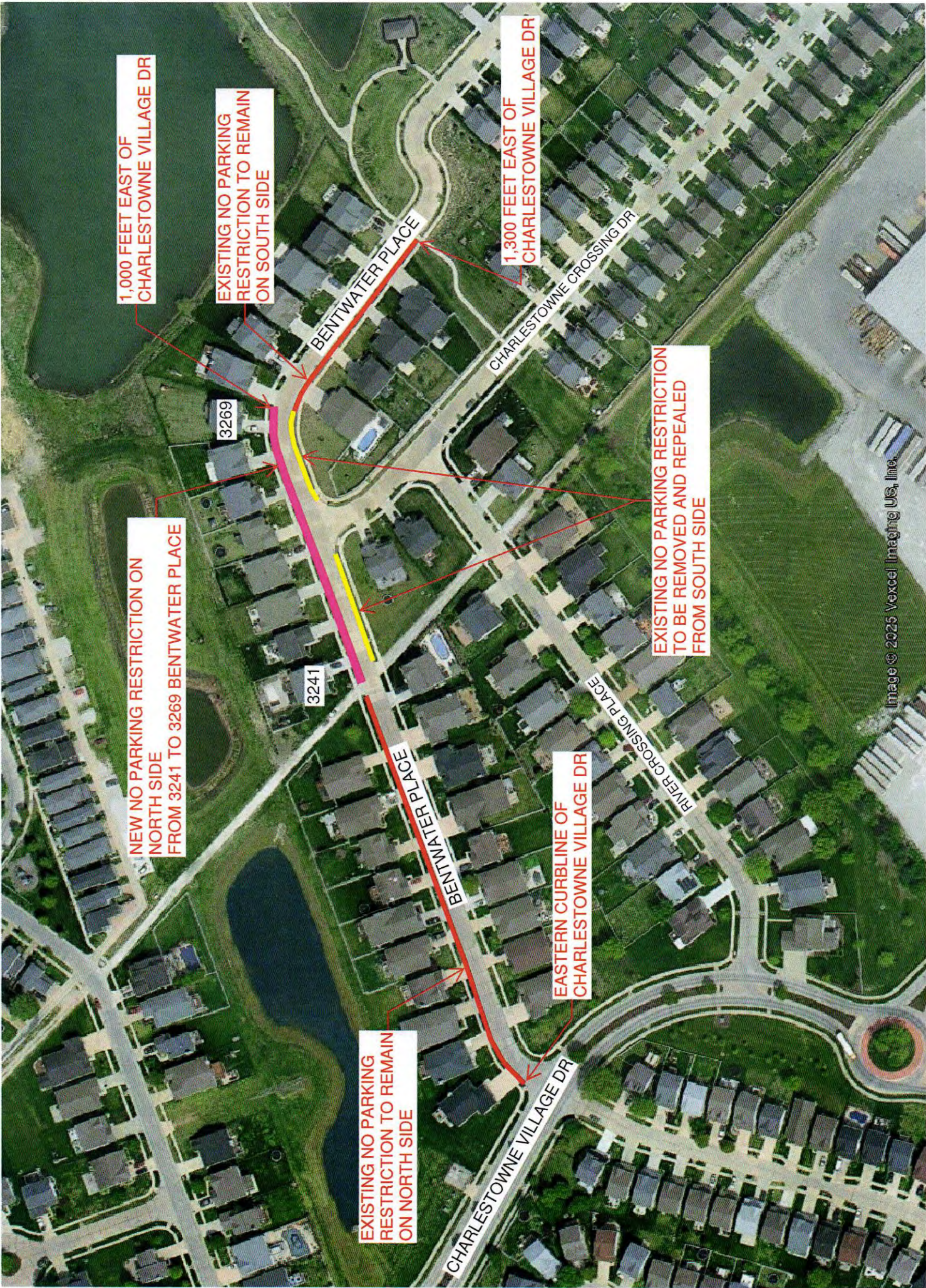
**Fiscal Impact:** \$ 0.00 N/A

**Account #:** N/A

**Project #:** N/A

RCA prepared by: NG/GC Dept. Dir. For DM Finance Dir. gao Dir. of Admin. W

BENTWATER PLACE NO PARKING RESTRICTION LOCATION MAP



1,000 FEET EAST OF CHARLESTOWNE VILLAGE DR

EXISTING NO PARKING RESTRICTION TO REMAIN ON SOUTH SIDE

1,300 FEET EAST OF CHARLESTOWNE VILLAGE DR

NEW NO PARKING RESTRICTION ON NORTH SIDE FROM 3241 TO 3269 BENTWATER PLACE

EXISTING NO PARKING RESTRICTION TO BE REMOVED AND REPEALED FROM SOUTH SIDE

EXISTING NO PARKING RESTRICTION TO REMAIN ON NORTH SIDE

EASTERN CURBLINE OF CHARLESTOWNE VILLAGE DR

The following signatures are from neighborhood residents requesting:

Change in parking restrictions near 3249 Bentwater Place.  
-MOVE NO PARK TO SIDE OF STREET BETWEEN 3241 BENTWATER TO 3269  
BENTWATER

Signatures from ONE PERSON PER HOUSEHOLD from a minimum of 10 Households in the Subdivision

	Printed Name	Address	Signature	Date
1	John Russell	3225 Bentwater	[Signature]	9/10/25
2	Michael Pina	3265 Bentwater Pl	[Signature]	09/14/2025
3	Kristy Mudd	3265 Bentwater Pl	[Signature]	9/14/25
4	Daniel Florea	3257 Bentwater Pl	[Signature]	9/14/25
5	Vikas Kankel	3312 Bentwater Pl	[Signature]	09/14/25
6	Michael Apple	3245 Bentwater	[Signature]	9/14/25
7	IAN BROYES	3249 bentwater	[Signature]	9/14/25
8	CHRIS DIETZ	3269 BENTWATER	[Signature]	9/17/25
9	RON STEPHENS	3281 Bentwater	[Signature]	9/19/25
10	Sheryl Lamar	3261 Bentwater Pl	[Signature]	9/19/25
11	Diane L Pila	3601 Sweetwater <sup>crossing</sup>	[Signature]	9/19/25
12				
13				
14				
15				
16				
17				
18				
19				
20				

Bill No. 14031

Ordinance No. \_\_\_\_\_

Sponsors: Michael Galba

AN ORDINANCE REPEALING ORDINANCE NUMBER 22-152 WHICH ESTABLISHED A PARKING RESTRICTION ALONG A PORTION OF BENTWATER PLACE AND AMENDING SCHEDULE III, TABLE III-A OF CHAPTER 350 OF THE CODE OF ORDINANCES BY ESTABLISHING A NEW PARKING RESTRICTION ALONG A PORTION OF BENTWATER PLACE.

Be it Ordained by the Council of the City of Saint Charles, Missouri, as Follows:

SECTION 1. Schedule III, Table III-A of Chapter 350 of the Code of Ordinances of the City of Saint Charles, Missouri, is hereby amended by prohibiting parking as follows:

**Street**

**Restriction**

Bentwater Place

~~Along the south side beginning at the west curblin~~ of Charlestowne Crossing Drive west 180 feet; and ~~along the north side beginning at a point 220 feet from the west curblin~~ of Charlestowne Crossing Drive west 160 feet to a point 380 feet from the ~~west curblin~~ of Charlestowne Crossing Drive Along the north side from Charlestowne Village Drive to a point 1,000 feet east of the eastern curblin of Charlestown Village Drive; and along the south side from a point 1,000 feet east of the eastern curblin of Charlestowne Village Drive east 300 feet to a point 1,300 feet east of the eastern curblin of Charlestowne Village Drive.

SECTION 2. All ordinances in conflict with this ordinance, including Ordinance No. 22-152, are hereby repealed.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

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Bill No. 14031

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Michael Galba, Presiding Officer



\_\_\_\_\_  
Date Approved by Mayor

\_\_\_\_\_  
Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Holly Magdziarz      11/5/25  
\_\_\_\_\_  
Holly Magdziarz, City Attorney      Date

\_\_\_\_\_  
Kimberly Hudson, City Clerk

T:\ORDINANCES\ORDINANCES\PARKING RESTRICTIONS\Bentwater Place\_Revised No Parking  
Restriction (10-27-2025).doc

Underlined text is inserted. Struck through text is deleted.