

St. Charles Parks and Recreation Board  
Tentative Agenda  
July 17, 2024 ~ 6:00PM  
Memorial Hall, American Legion Room ~ Blanchette Park

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

1. Call to Order
2. Roll Call:   Sandy Bichel, Tim Glosier, Kathy Mudrovic, Larry Muench, Mike Ryan, Brian Scheidegger, Anna Shy, TJ Slattery, Anne Zerr and Council Liaison Mary West
3. Pledge of Allegiance
4. Verbal Petitions/Public Comments and Response to Parks & Recreation Related Items:
  - A.
5. Staff Reports/Presentations:
  - A.
6. Items for Discussion and/or Action:
  - A. Election of Parks and Recreation Board Treasurer\*
  - B. Contract with Kolb Grading to complete the McNair Park Storm Water Project in an amount not to exceed \$23,265\*
  - C. Contract with Beeline Charters & Tours to provide transportation for trip participants on the “History & Beauty of Seattle” Trip May 18-25, 2025 in an amount not to exceed \$18,650\*
  - D. Change Order #3 with Byrne & Jones to add asphalt projects in parks. Adding \$422,290 to the contract amount of \$196,399.35 for a new contract amount not to exceed \$618,689.35\*
  - E. Contract with Integrated Facility Services (IFS) to complete the compressor/evaporator replacement on the HVAC unit at Memorial Hall in an amount not to exceed \$15,456\*
  - F. Consideration for Approval the Third Amendment to the License Agreement with New Cingular Wireless PCS, LLC for the Wapelhorst Park Cell Tower\*
7. Minutes-
  - A. Parks & Recreation Board Meeting Minutes June 19, 2024\*
  - B. Parks & Recreation Board Closed Session Minutes, June 19, 2024\*\*
8. Consent Agenda (items to be received)
  - A. Calendar
  - B. Financial Worksheets and Projects Report
  - C. Accounts Receivable Report
  - D. Financial Transactions from \$10,00 to \$15,000 - None
  - E. Oak Grove Cemetery Report

9. Items Removed from the Consent Agenda
  - A.
10. President's Announcements and Reminders
  - A.
11. Director's Report
  - A. Thank You's and Comments (As Available)
  - B. General Department Update
12. Board Member Announcements and Reminders
13. Council Liaison Announcements and Reminders
14. Park Board Liaisons' Comments
  - A. Foundation Report
  - B. Legislative Report
15. Closed Session (As Needed or Indicated)
  - A. Legal actions, causes of action, or litigation. (RSMo 610.021.1)
  - B. Leasing, purchase or sale of real estate where public knowledge of the transaction might adversely affect the legal consideration thereof. (RSMo 610.021.2)\*\*
  - C. Hiring, firing, disciplining or promoting of particular employees when information relating to the performance or merit of individual employees is discussed or recorded. (RSMo 610.021.3)
  - D. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment. (RSMo 610.021.13)
16. 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 or 636-949-3289 (TTY – for the hearing impaired).*

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

Posted by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**St. Charles Parks and Recreation Board**

**MEMORANDUM**

**Date:** July 12, 2024

**From:** Chris Atkinson, Assistant Director

**RE:** Contract with Kolb Grading to complete the McNair Park Storm Water Project

**Summary:**

In McNair Park (In the wooded area where the disc golf course is currently being built) staff have discovered a storm water issue that is impacting the park/course (erosion) and also impacting a pond (sediment and debris entering the pond) located on private property.

Following numerous discussions with City Engineering and City Public Works, Parks staff met with several contractors to discuss a project that would repair the current issues for both the Department and the private property owner.

Kolb Grading (\$21,150) and Ideal Landscape (\$28,500) provided proposals.

Kolb Grading provided the attached proposal (\$21,150) to complete the work. Staff would also like to add a 10% contingency (\$2,115) to that amount to make the total change order amount \$23,265. The contingency will only be used if needed.

**Favorable consideration is requested for a Contract with Kolb Grading to complete the McNair Park Storm Water Project in an amount not to exceed \$23,265.**



5731 Westwood Dr  
 St. Charles, MO 63304  
 636-441-0200  
[www.kolbgrading.com](http://www.kolbgrading.com)

Proposal Date: 1/31/2024  
 Submitted: Chris Atkinson  
 Company: City of St.Charles

KG Esitimator(s)  
 Jeff Kolb jdkolb@kolbgrading.com

Project Name: Pond Protection  
 Plan Date: n/a

The following is our proposal for the above referenced project change order

**Fecon Mulcher**

Mob & Demob	1.00	LS	\$	1,000.00		1,000.00
Operated: 10 Hours	1.00	LS	\$	2,500.00		2,500.00
				<b>Fecon Mulcher</b>	<b>\$</b>	<b>3,500.00</b>

**Dig Basin**

Mob & Demob	2.00	LOAD	\$	1,000.00	\$	2,000.00
314 Excavator	10.00	HR	\$	225.00	\$	2,250.00
953 Highlift	10.00	HR	\$	220.00	\$	2,200.00
				<b>Dig Basin</b>	<b>\$</b>	<b>6,450.00</b>

**Rock Dike**

314 Excavator	10.00	HR	\$	225.00	\$	2,250.00
953 Highlift	10.00	HR	\$	220.00	\$	2,200.00
Rip Rap	30.00	TON	\$	150.00	\$	4,500.00
				<b>Rock Dike</b>	<b>\$</b>	<b>8,950.00</b>

**Dress Down**

Mob & Demob	1.00	LS	\$	500.00	\$	500.00
Skid Loader	10.00	HR	\$	175.00	\$	1,750.00
				<b>Dress Down</b>	<b>\$</b>	<b>2,250.00</b>
				<b>Total Bid</b>	<b>\$</b>	<b>21,150.00</b>

Terms & Conditions are separate.

**St. Charles Parks and Recreation Board**

**MEMORANDUM**

**Date:** July 5, 2024

**From:** Chris Atkinson, Assistant Director

**RE:** Transportation Services for trip participants during the "History & Beauty of Seattle" trip in May 2025

**Summary:**

John Pike has been researching local transportation companies in Seattle, WA to provide motor coach transportation for trip participants for 7 days and nights during a trip scheduled in May 2025. Beeline Charters & Tours met the requirements as far as coach size, age, amenities etc.

See attached proposals.

This type of purchase is exempt from competitive bidding practices according to Section 145.180 (7) of the City Code due to the fact that the items being purchased are for resale to our trip participants.

Since the amount is over \$15,000 Park Board approval is required.

**Staff requests favorable consideration for the approval to enter into a contract with the Beeline Charters & Tours to provide transportation services for trip participants during the trip in May 2025 in an amount not to exceed \$18,650.**



# Acceptance

# Beeline Charters & Tours

<b>Client ID</b> PIKE-J <b>Client</b> John Pike <b>Company</b> St Charles Parks Department <b>Client Ref 1</b> <b>Client Ref 2</b> 9 Hours	<b>Charter ID</b> 11585 <b>Movement ID</b> 19163 <b>Status</b> Firm <b>Passengers</b> <b>Distance</b>
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<b>First Pick-up</b> SeaTac International Airport <b>Pick-up Date</b> Sun 5/18/2025 Time 10:30 <b>Single Journey</b> No <b>Vehicle To Stay</b> Yes	<b>Destination</b> Follow Itinerary <b>Arrival Date</b> Sun 5/18/2025 Time <b>Leave Date</b> Sun 5/18/2025 Time 19:00 <b>Back Date</b> Sun 5/18/2025 Time 19:30
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<b>First Pick-up Instructions</b>	<b>Destination Instructions</b>
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17801 International Blvd, Seattle WA 98158

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
56	Motorcoach	1	\$2,000.00	0	\$0.00	\$2,000.00
<b>Movement Totals</b>			<b>\$2,000.00</b>		<b>\$0.00</b>	<b>\$2,000.00</b>

Driver Description	Vehicle No	Driver Description	Vehicle No
Driver	1		

<b>Route</b>	<b>Further Requirements</b>
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11:00am-12:00pm Lunch at Chick fil A  
 Chick fil A  
 17333 Southcenter Pkwy  
 Tukwila, WA 98188  
 12:00pm Depart for Bill Speidel's Underground tours  
 1:00pm-2:15pm Half of our group will do the Underground  
 Tour and the other half will walk to the Klondike  
 Gold Rush Visitors Center. In about an hour & a half groups  
 will switch.  
 Klondike Gold Rush Visitor Center  
 319 Second Ave S  
 Seattle, WA 98104  
 4:30pm Depart for dinner at Cutter's Crabhouse  
 5:00pm-7:00pm Dinner at Cutter's Crabhouse  
 Cutter's Crabhouse  
 2001 Western #100  
 Seattle, WA 98121  
 7:00pm Depart for overnight lodging  
 7:30pm Check in to overnight lodging for 7-Night stay  
 Hampton Inn & Suites-Seattle/Northgate  
 9550 1st Ave NE  
 Seattle, WA 98115

I have checked all the details above and agree that they are correct. I accept the above price and the terms and conditions as detailed.

<b>Signature</b>		<b>Print Name</b>		<b>Date</b>	
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# Acceptance

# Beeline Charters & Tours

Client ID Client Company Client Ref 1 Client Ref 2	PIKE-J John Pike St Charles Parks Department 10 Hours	Charter ID Movement ID Status Passengers Distance	11585 19164 Firm
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First Pick-up Pick-up Date Single Journey Vehicle To Stay	Hampton Inn & Suites-Seattle/Northgate Mon 5/19/2025 Time 09:00 No Yes	Destination Arrival Date Leave Date Back Date	Follow Itinerary Mon 5/19/2025 Time Mon 5/19/2025 Time 18:00 Mon 5/19/2025 Time 18:30
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First Pick-up Instructions	Destination Instructions
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9550 1st Ave NE, Seattle, WA 98115

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
56	Motorcoach	1	\$2,250.00	0	\$0.00	\$2,250.00
Movement Totals			\$2,250.00		\$0.00	\$2,250.00

Driver Description	Vehicle No	Driver Description	Vehicle No
Driver	1		

Route	Further Requirements
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9:00am Depart for Mukilteo, WA for Boeing Plant tour  
9:30am-3:30pm We spend the day at Future of Flight Museum  
Boeing Future of Flight  
8415 Paine Field Blvd  
Mukilteo, WA  
4:00pm-6:00pm Dinner at Ivar's Mukilteo Landing  
Ivar's Mukilteo Landing  
710 Front Street  
Mukilteo, WA 98275  
6:00pm Depart for Hampton Inn & Suites-Northgate  
6:30pm Arrive Hampton Inn & Suites-Northgate

I have checked all the details above and agree that they are correct. I accept the above price and the terms and conditions as detailed.

Signature		Print Name		Date	
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# Acceptance

# Beeline Charters & Tours

<b>Client ID</b> <b>Client</b> <b>Company</b> <b>Client Ref 1</b> <b>Client Ref 2</b>	PIKE-J John Pike St Charles Parks Department  14 Hours	<b>Charter ID</b> <b>Movement ID</b> <b>Status</b> <b>Passengers</b> <b>Distance</b>	11585 19165 Firm  
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<b>First Pick-up</b> <b>Pick-up Date</b> <b>Single Journey</b> <b>Vehicle To Stay</b>	Hampton Inn & Suites-Seattle/Northgate Tue 5/20/2025    Time 06:30 No Yes	<b>Destination</b> <b>Arrival Date</b> <b>Leave Date</b> <b>Back Date</b>	Follow Itinerary Tue 5/20/2025    Time Tue 5/20/2025    Time 20:00 Tue 5/20/2025    Time 20:45
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<b>First Pick-up Instructions</b>	<b>Destination Instructions</b>
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9550 1st Ave NE, Seattle, WA 98115

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
56	Motorcoach	1	\$2,850.00	0	\$0.00	\$2,850.00
<b>Movement Totals</b>			<u>\$2,850.00</u>		<u>\$0.00</u>	<u>\$2,850.00</u>

Driver Description	Vehicle No	Driver Description	Vehicle No
Driver	1		

<b>Route</b>	<b>Further Requirements</b>
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6:30am Depart for Seattle Clipper Terminal for Ferry to Victoria, BC for the day  
 Seattle Clipper Terminal  
 2701 Alaskan Way Pier 69  
 Seattle, WA 98121  
 7:45 pm Arrive back at Seattle Clipper Terminal Pier 69 for pick up back to Hampton Inn & Suites-Northgate

I have checked all the details above and agree that they are correct. I accept the above price and the terms and conditions as detailed.

<b>Signature</b>		<b>Print Name</b>		<b>Date</b>	
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# Acceptance

# Beeline Charters & Tours

<b>Client ID</b> <b>Client</b> <b>Company</b> <b>Client Ref 1</b> <b>Client Ref 2</b>	PIKE-J John Pike St Charles Parks Department  10 Hours	<b>Charter ID</b> <b>Movement ID</b> <b>Status</b> <b>Passengers</b> <b>Distance</b>	11585 19166 Firm   
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<b>First Pick-up</b> <b>Pick-up Date</b> <b>Single Journey</b> <b>Vehicle To Stay</b>	Hampton Inn & Suites-Seattle/Northgate Wed 5/21/2025 Time 08:30 No Yes	<b>Destination</b> <b>Arrival Date</b> <b>Leave Date</b> <b>Back Date</b>	Follow Itinerary Wed 5/21/2025 Time Wed 5/21/2025 Time 17:30 Wed 5/21/2025 Time 18:00
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<b>First Pick-up Instructions</b>	<b>Destination Instructions</b>
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9550 1st Ave NE, Seattle, WA 98115

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
56	Motorcoach	1	\$2,250.00	0	\$0.00	\$2,250.00
<b>Movement Totals</b>			<u>\$2,250.00</u>		<u>\$0.00</u>	<u>\$2,250.00</u>

Driver Description	Vehicle No	Driver Description	Vehicle No
Driver	1		

<b>Route</b>	<b>Further Requirements</b>
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8:30am Depart for Edmonds, WA for Whale Watching Tour  
 Puget Sound Express  
 459 Admiral Way  
 Edmonds, WA 98020  
 -10-  
 9:30am-2:00pm Whale Watching Tour  
 2:30pm Depart for dinner at South Lake Union, Westlake  
 3:30pm-5:30pm Dinner at Ivar's Salmon House  
 Ivar's Salmon House  
 401 NE Northlake Way  
 Seattle, WA 98109  
 5:30pm Depart for Hampton Inn & Suites Seattle/Northgate

I have checked all the details above and agree that they are correct. I accept the above price and the terms and conditions as detailed.

<b>Signature</b>		<b>Print Name</b>		<b>Date</b>	
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Client ID Client Company Client Ref 1 Client Ref 2	PIKE-J John Pike St Charles Parks Department 11 Hours	Charter ID Movement ID Status Passengers Distance	11585 19167 Firm
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First Pick-up Pick-up Date Single Journey Vehicle To Stay	Hampton Inn & Suites-Seattle/Northgate Thu 5/22/2025    Time 09:00 No Yes	Destination Arrival Date Leave Date Back Date	Follow Itinerary Thu 5/22/2025    Time Thu 5/22/2025    Time 19:00 Thu 5/22/2025    Time 19:45
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First Pick-up Instructions	Destination Instructions
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9550 1st Ave NE, Seattle, WA 98115

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
56	Motorcoach	1	\$2,450.00	0	\$0.00	\$2,450.00
Movement Totals			\$2,450.00		\$0.00	\$2,450.00

Driver Description	Vehicle No	Driver Description	Vehicle No
Driver	1		

Route	Further Requirements
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9:00am-12:00pm Nicole, a local experienced Step-on-Guide will join us on the bus as she gives us an insider's perspective of what makes this city, Seattle, so unique.  
 12:00pm-4:30pm We drop our travelers off at Pike Place Market for leisure time on their own.  
 4:30pm Depart for dinner at Ivar's Acres of Clams  
 5:00pm-7:00pm Dinner at Ivar's Acres of Clams  
 Ivar's Acres of Clams  
 1001 Alaskan Way Pier 54  
 Seattle, WA 98104  
 7:00pm Depart for Hampton Inn & Suites Seattle/Northgate

I have checked all the details above and agree that they are correct. I accept the above price and the terms and conditions as detailed.

Signature		Print Name		Date	
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Client ID Client Company Client Ref 1 Client Ref 2	PIKE-J John Pike St Charles Parks Department 12 Hours	Charter ID Movement ID Status Passengers Distance	11585 19168 Firm
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First Pick-up Pick-up Date Single Journey Vehicle To Stay	Hampton Inn & Suites-Seattle/Northgate Fri 5/23/2025      Time 08:45 No Yes	Destination Arrival Date Leave Date Back Date	Follow Itinerary Fri 5/23/2025      Time Fri 5/23/2025      Time 19:30 Fri 5/23/2025      Time 20:15
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First Pick-up Instructions	Destination Instructions
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9550 1st Ave NE, Seattle, WA 98115

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
56	Motorcoach	1	\$2,650.00	0	\$0.00	\$2,650.00
Movement Totals			\$2,650.00		\$0.00	\$2,650.00

Driver Description	Vehicle No	Driver Description	Vehicle No
Driver	1		

Route	Further Requirements
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8:45am Depart for Seattle Space Needle and Chihuly Garden & Glass  
 Seattle Space Needle  
 400 Broad Street  
 Seattle, WA 98109  
 8:45am-5:00pm Travelers have leisure time to explore Seattle Center  
 5:00pm Depart for dinner  
 5:30-7:30pm Dinner at Salty's on Alki Beach  
 Salty's on Alki Beach  
 1936 Harbor Ave SW  
 Seattle, WA 98126  
 7:30pm Return to Hampton Inn & Suites Seattle-Northgate

I have checked all the details above and agree that they are correct. I accept the above price and the terms and conditions as detailed.

Signature		Print Name		Date	
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Client ID Client Company Client Ref 1 Client Ref 2	PIKE-J John Pike St Charles Parks Department 10 Hours	Charter ID Movement ID Status Passengers Distance	11585 19169 Firm
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First Pick-up Pick-up Date Single Journey Vehicle To Stay	Hampton Inn & Suites-Seattle/Northgate Sat 5/24/2025      Time 10:00 No Yes	Destination Arrival Date Leave Date Back Date	Follow Itinerary Sat 5/24/2025      Time Sat 5/24/2025      Time 19:30 Sat 5/24/2025      Time 20:15
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First Pick-up Instructions	Destination Instructions
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9550 1st Ave NE, Seattle, WA 98115

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
56	Motorcoach	1	\$2,250.00	0	\$0.00	\$2,250.00
Movement Totals			\$2,250.00		\$0.00	\$2,250.00

Driver Description	Vehicle No	Driver Description	Vehicle No
Driver	1		

Route	Further Requirements
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10:00am Depart for Woodinville, WA  
 11:00am-12:30pm Visit Ste Michelle Winery  
 Chateau Ste Michelle Winery  
 14111 NE 145th Street  
 Woodinville, WA 98072  
 12:30pm Depart for Jack in the Box for lunch  
 12:45pm-1:45pm Lunch at Jack in the Box  
 Jack in the Box  
 16280 NE 87th St  
 Redmond, WA 98052  
 1:45pm Depart for Snoqualmie Falls  
 2:15pm-4:15pm Gorgeous views of Snoqualmie Falls  
 Snoqualmie Falls  
 6501 Railroad Ave SE  
 Snoqualmie, WA 98065  
 4:15pm Depart for Boehm's Chocolates  
 4:30pm-5:30pm Visit Boehm's Chocolates  
 Boehm's Chocolates  
 255 NE Gilman Blvd  
 Issaquah, WA 98027  
 5:30pm Depart for Westlake for dinner  
 6:00pm-7:30pm Dinner at Buca di beppo Italian Restaurant  
 Buca di beppo Italian Restaurant  
 701 Westlake Ave N  
 Seattle, WA 98109  
 7:30pm Depart for Hampton Inn & Suites Seattle-Northgate

I have checked all the details above and agree that they are correct. I accept the above price and the terms and conditions as detailed.

# Acceptance

# Beeline Charters & Tours

Client ID	PIKE-J
Client	John Pike
Company	St Charles Parks Department
Client Ref 1	
Client Ref 2	10 Hours

Charter ID	11585
Movement ID	19169
Status	Firm
Passengers	
Distance	

Signature		Print Name		Date	
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# Acceptance

# Beeline Charters & Tours

Client ID Client Company Client Ref 1 Client Ref 2	PIKE-J John Pike St Charles Parks Department Airport Transfer	Charter ID Movement ID Status Passengers Distance	11585 19170 Firm . 
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First Pick-up Pick-up Date Single Journey Vehicle To Stay	Hampton Inn & Suites-Seattle/Northgate Sun 5/25/2025 Time 09:30 Yes No	Destination Arrival Date Leave Date Back Date	SeaTac International Airport Sun 5/25/2025 Time Sun 5/25/2025 Time N/A Time
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First Pick-up Instructions	Destination Instructions
9550 1st Ave NE, Seattle, WA 98115	17801 International Blvd, Seattle WA 98158

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
56	Motorcoach	1	\$950.00	0	\$0.00	\$950.00
Movement Totals			\$950.00		\$0.00	\$950.00

Driver Description	Vehicle No	Driver Description	Vehicle No
Driver	1		

I have checked all the details above and agree that they are correct. I accept the above price and the terms and conditions as detailed.

Signature		Print Name		Date	
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**St. Charles Parks and Recreation Board**

**MEMORANDUM**

**Date:** July 9, 2024

**From:** Chris Atkinson, Assistant Director

**RE:** Change Order #3 to Contract with Byrne & Jones Enterprises Inc. adding Phase 2 of the Boschert Greenway Repair Project and completing additional asphalt repair projects

**Summary:**

Earlier in 2024 Byrne & Jones completed Phase 1 of the Boschert Greenway Restoration Project (pulverizing and compacting of the existing trail surface and also do the test Full Depth Reclamation (FDR) process. At that same time Byrne & Jones provided a quote for Phase 2 of the project which included FDR on the rest of the trail (If the test site worked) and then a 3" asphalt cap over the entire length of the trail. The Board approved the funding for this entire project and it is in the CIP. Great Rivers Greenway (GRG) agreed to do a 50% cost share.

Change Order #2 was recently executed for Byrne & Jones to complete the Schaefer Park Parking Lot Expansion and the McNair Roller Hockey Rink Seal-coating project. Both of those projects have been completed.

Staff would now like to execute a Change Order to add Phase 2 of the Boschert Greenway Project (\$373,475). This project will be completed in the fall. We would also like to move forward with some other asphalt parking lot repair projects: Fountain Lakes South (\$17,500), Fountain Lakes North (\$9,475), Vogt Brothers (\$6,940), Jaycee Park (\$14,900) that would utilize the asphalt project funding allocated in the 2024 CIP (\$48,815 total)

24PRK33 - BOSCHERT TRAIL PROJECT - 217 451 873 109 - \$373,475

24PRK2 - SEAL ASPHALT - 217 451 873 104 - \$48,815

**Favorable consideration is requested for Change Order #3 to the contract with Byrne & Jones Enterprises Inc. to add/complete Phase 2 of the Boschert Greenway Rehabilitation Project and additional parking lot repair projects. The new contract will be in an amount not to exceed \$618,689.35.**





June 21<sup>st</sup>, 2024

**Project Name: Boschertown Trail FDR**  
**To: Peter VanLinn III & Chris Atkinson**  
**Contractor: Byrne & Jones**

Byrne & Jones Construction (**Stabilization Division**) is pleased to submit the following proposal for the referenced project.

We appreciate the opportunity and look forward to working with you during the construction of this project. If you have any questions, or if we may be of further service, please contact us at your earliest convenience.

**Trail Rehabilitation in Phases**

**2024 work - Full Depth Reclamation with Cement – 10,580 SY**

- Provide plywood & fabric to create trail access
- Incorporate Portland cement at 7% (Per previous Geotech report) into pulverized material
- Provide initial compaction & water to form homogenous mixture
- Fine grade & smooth drum roll cement stabilized base
- Allow base to cure for 72 hours prior to any gravel or pavement being placed
- Clean up access road, backfill, seed and straw only access area

**2024 Base Bid: \$155,475.00 \***

**Add 550 SF Concrete Walk Replacement: \$5,300.00 \***

**Includes \$6,500 for new mix design. Can be deleted and use of old mix design**

**Trail Paving – 2” & 3” options – Pave all stabilized surfaces 10’ wide**

- Paint edge of pavement limits, trail to be 10’ wide at top width
- Install BP-1 asphalt surface course in one lift
- Backfill of trail not included

**3” Asphalt with Gorilla Mix: \$212,700.00 \***

**2” Asphalt with Gorilla Mix: \$154,400.00**

**\* \$373,475<sup>00</sup> CA**



**Byrne & Jones**  
CONSTRUCTION

(314) 567-7997  
(314) 567-1828  
[www.byrneandjones.com](http://www.byrneandjones.com)

13940 St. Charles Rock Road  
Saint Louis, Missouri 63044

**Price Based on:**

- Both parties accepting mutually agreeable contract language-
- **Min. 3" Clean water source provided on the job site at no cost to fill water trucks**
- **Worksite being accessible for material and equipment delivery**
- **(1) Mobilization included for 2024**
- Approved use of modifiers –Portland Cement @ 7%
- Normal Working Hours – Mon thru Friday 6:00 am to 5:00 pm
- 110 PCF assumed for subgrade density

**Price Excludes:** water source, testing, bond, proof-rolling, protection of existing improvements, removal or repair of utilities, traffic control, cleaning or repairs to vehicles due to modifier application, processing where rock/boulders/shale is encountered, scarification or disking of sub-grade prior to modifier, repairs to utilities within the modification zone, incidental construction, treatment of areas less than 10'-6" wide when between two fixed points, slurry, railroad protection insurance, mix designs

This proposal is valid for 30 days from bid date unless a contract or signed proposal has been received.

Thank you for your consideration,

---

Jake Phelps  
Byrne & Jones Construction  
Project Manager  
[jphelps@byrneandjones.com](mailto:jphelps@byrneandjones.com)  
314-409-9684



June 21<sup>st</sup>, 2024

13940 St. Charles Rock Road  
Saint Louis, Missouri 63044

**Project Name: Fountain Lakes Park**  
**To: Chris Atkinson**  
**Contractor: Byrne & Jones**

Byrne & Jones Construction (**Paving Division**) is pleased to submit the following proposal for the referenced project.

We appreciate the opportunity and look forward to working with you during the construction of this project. If you have any questions, or if we may be of further service, please contact us at your earliest convenience.

**Skid Mill & Overlay – (380 SY) Parking Lot**

- Layout limits of pavement in pink temporary paint
- Mill existing Area around potholing with Skidsteer Mill
- Install 3” of Commercial C asphalt surface course in 1 lifts
- No Aggregate Base Rock
- Sweep clean new pavement

**HD Asphalt Entrance – (27 SY)**

- Layout limits of pavement in pink temporary paint
- Mill existing pavement at entrance approach with Skidsteer Mill
- Install 2” of Commercial C asphalt surface course in 1 lifts
- Install 2” of Commercial X asphalt base course in 1 lifts
- No Aggregate Base Rock
- Sweep clean new pavement
- Assumes lot to be paved in one (1) full day, visitors not allowed in/out

**Base Bid: \$17,500 \***

**Price Based on:**

- Both parties accepting mutually agreeable contract language
- Worksite being accessible for material and equipment delivery
- One trip In/Out
- Normal Working Hours – Mon thru Friday 6:00 am to 5:00 pm

*Please Note – Where designed/existing slopes are less than 2%, ponding will occur on the surface of the asphalt after installation. Ponding in these areas is not covered under the material and workmanship warranty.*

**Price Excludes:** bond, herbicide, unsuitable soil removal and replacement, patching utilities, testing, permits, pipe bollards, traffic control signage/flagmen, sub-grade stabilization, staking, night or weekend work, repairs due to construction traffic, excavation, saw-cutting, backfilling, utility and sewer adjustments, signage, wheel-stops, striping, tack coat, prime coat.

This proposal is valid for 30 days from bid date unless a contract or signed proposal has been received.

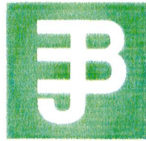
Thank you for your consideration,

**\* \$17,500 CA**

Jake Phelps  
Byrne & Jones Construction  
Project Manager  
[jphelps@byrneandjones.com](mailto:jphelps@byrneandjones.com)

314-409-9684 ASPHALT CONCRETE STABILIZATION MICROSURFACING SPORTS

**Bid #202401500**



July 3<sup>rd</sup>, 2024

13940 St. Charles Rock Road  
Saint Louis, Missouri 63044

**Project Name: St. Charles Parks**  
**To: Chris Atkinson**  
**Contractor: Byrne & Jones**

Byrne & Jones Construction (**Paving Division**) is pleased to submit the following proposal for the referenced project.

We appreciate the opportunity and look forward to working with you during the construction of this project. If you have any questions, or if we may be of further service, please contact us at your earliest convenience.

**Fountain Lakes North (Location #1)**

**Patching - (100 SY) Parking Lot**

- Layout limits of pavement in pink temporary paint
- Mill existing Area around potholing with Skidsteer Mill
- Clean milled surface
- Install 2" of Commercial C asphalt surface course in 1 lifts
- Sand seal edges of pavement
- No Aggregate Base Rock
- Sweep clean new pavement

**Total Base Bid: \$9,475.00** \*

**Vogt Brothers (Location #2)**

**Option #1 Crack fill, Sealcoat, & Stripe - (1,163 SY)**

- Route existing cracks clean of material & debris
- Pour hot crack sealant into cracks & level off with existing asphalt
- Apply (2) coats asphalt coal tar sealer to cleaned pavement
- Allow pavement to cure for 24 hours
- Stripe new pavement per existing layout

**Option #1 Base Bid: \$6,940.00** \*

**Option # 2 2" Asphalt Overlay & Stripe – (1,163 SY)**

- Layout limits of pavement in pink temporary paint
- Mill existing pavement at entrance approach with Skidsteer Mill
- Apply .075 Gal/SY of Tack using Hand sprayer
- Install 2" of Commercial C asphalt surface course in 1 lifts
- Sweep clean new pavement
- Assumes lot to be paved in one (1) full day, visitors not allowed in/out

**Option #2 Base Bid: \$21,350.00**

No  
CA



# Byrne & Jones CONSTRUCTION

Jaycee (Location #3)

(314) 567-7997  
(314) 567-1828  
www.byrneandjones.com

13940 St. Charles Rock Road  
Saint Louis, Missouri 63044

**Crack fill, Sealcoat, & Stripe - (3,540 SY)**

- Route existing cracks clean of material & debris
- Pour hot crack sealant into cracks & level off with existing asphalt
- Apply (2) coats asphalt coal tar sealer to cleaned pavement
- Allow pavement to cure for 24 hours
- Stripe new pavement per existing layout

**Alt # 1 – Add Patching (23 SY) Parking Lot – 2 Locations**

- Layout limits of pavement in pink temporary paint
- Mill existing Area around potholing with Skidsteer Mill
- Install 3" of Commercial C asphalt surface course in 1 lifts
- No Aggregate Base Rock
- Sweep clean new pavement

**Total Base Bid: \$10,100.00 \***

**Alt. #2 – Add 6" Vertical Curb (20 LF)**

- Layout curb for removal & saw cut
- Saw cut along edge of pavement for clean removal
- Remove and Replace 20 LF Vertical Curb
- Saw cut curb to be removed
- Form, pour, & finish 6" x 18" vertical curb with 4000 psi Concrete
- Patch asphalt in front of new vertical curb

**Alt #2 Bid Add: \$4,800.00 \***

**Price Based on:**

- Both parties accepting mutually agreeable contract language
- Worksite being accessible for material and equipment delivery
- One trip In/Out per park
- Normal Working Hours – Mon thru Friday 6:00 am to 5:00 pm

**\$31,315<sup>00</sup> CA**

*Please Note – Where designed/existing slopes are less than 2%, ponding will occur on the surface of the asphalt after installation. Ponding in these areas is not covered under the material and workmanship warranty.*

**Price Excludes:** bond, herbicide, unsuitable soil removal and replacement, patching utilities, testing, permits, pipe bollards, traffic control signage/flagmen, sub-grade stabilization, staking, night or weekend work, repairs due to construction traffic, excavation, backfilling, utility and sewer adjustments, signage, wheel-stops.

This proposal is valid for 30 days from bid date unless a contract or signed proposal has been received.

Thank you for your consideration,

Jake Phelps  
Byrne & Jones Construction  
Project Manager  
[jphelps@byrneandjones.com](mailto:jphelps@byrneandjones.com)  
314-409-9684

**Bid #202401579**

ASPHALT CONCRETE STABILIZATION MICROSURFACING SPORTS



**St. Charles Parks and Recreation Board**

**MEMORANDUM**

**Date:** July 12, 2024

**From:** Chris Atkinson, Assistant Director

**RE:** Contract with Integrated Facility Services to complete the Memorial Hall HVAC repair project

**Summary:**

Earlier this month, Memorial Hall event staff received complaints from building renters that the main auditorium at the hall was not cooling enough during large event rentals.

Parks Maintenance staff looked into the issue with the assistance of HVAC contractors and discovered an issue with one of the two compressor's and evaporator coils on the 10-year-old unit.

Since working on this large, commercial unit is beyond the expertise of our staff we requested and received 3 quotes from commercial HVAC contractors to complete the repair project. See the bids below.

Integrated Facility Services - \$15,456 (Proposal attached to this memo).

Wiegmann Associates - \$16,056

Hoffmann Brothers - \$16,750

Staff would also like to add a 5% contingency (\$773) to the bid amount from Integrated Facility Services of \$15,456. The contingency will only be used if needed.

There is currently \$19,231 in the HVAC Replacement Project in the 2024 CIP.

**Favorable consideration is requested for a contract with Integrated Facility Services to complete the Memorial Hall HVAC Repair Project in an amount not to exceed \$16,229.**





July 3<sup>rd</sup>, 2024

Estimate ID: 202473.124832

Josh Krohn  
City of St Charles  
Memorial Hall  
1900 W Randolph St  
St. Charles, MO 63301  
Re. 25 ton Package unit compressor replacement.

Dear Josh Krohn

As requested, IFS is pleased to offer our quotation to replace (1) compressor, contactor, filter drier, compressor power harness and evaporator coil located within the Trane 25 ton package unit with the serial # 153810534D

**Scope of work**

- Provide all labor, tools, parts, materials, hoisting and disposal to complete this project.
- LOTO all possible energy sources.
- Recover refrigerant from equipment.
- Remove bad compressor, contactor, power harness and filter drier.
- Remove leaking evaporator coil.
- Install a new evaporator coil, Compressor, contactor, compressor power harness and filter drier.
- Leak check and pull vacuum to min. of 500 microns.
- Return recovered refrigerant to circuit 1.
- Charge circuit 2 with virgin refrigerant. Approx. 10lbs of 410A
- Start and check equipment for correct operation.
- Clean site of any materials.

**Repair Price \$ 15,456.00**

**Exclusions:**

- Taxes
- Hazardous material identification or removal.
- Additional refrigerant
- Overtime and shift pay.

If additional parts or repairs are needed, they will be provided on a time and material basis upon customer's approval.

This proposal is based on our General Terms and Conditions that are available on our website [www.intfs.com/terms-and-conditions-ifs.pdf](http://www.intfs.com/terms-and-conditions-ifs.pdf).

We reserve the right to modify this proposal (including, but not limited to, the pricing and scheduling terms) if the Contract offered to us contains any terms or conditions that are inconsistent with or different from our General Terms and Conditions. This proposal is good for thirty days only after which is considered null and void.

If you have any questions, please do not hesitate to call me 314-501-4774.

Sincerely,

*Arthur Barrett*

Arthur Barrett  
Commercial Service Representative

**Customer Acceptance:**

Signature/Title: \_\_\_\_\_

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

**St. Charles Parks and Recreation Board**

**MEMORANDUM**

Date: June 13, 2024

From: Maralee M. Britton, Director

RE: Consideration for Approval the Third Amendment to the License Agreement with New Cingular Wireless PCS, LLC (AT&T) for the Wapelhorst Park Cell Tower\*

Summary:

The cell tower/flag pole and construction of the Gould Building in Wapelhorst Park was negotiated and the License Agreement with New Cingular Wireless PCS, LLC (AT&T) was approved July 11, 2000. Since this original agreement, 2 amendments have been approved by the Board and City Council.

AT&T has requested the Third Amendment which is attached along with the Original License Agreement and First and Second Amendments.

Current notable points:

- Per the original agreement, this automatically extended for five (5) additional, five-year (5) terms unless Licensor (Parks and Recreation) gave 30 days written notice.
- The five (5), five-year (5) terms ends the original agreement on July 11, 2026.
- If the Licensee (AT&T) remains in possession of the premise at the expiration of the final term without a written agreement, the license continues indefinitely under the same terms and conditions.
- Initial monthly License Fee for use of the equipment room and 1 of the 3 canisters on the tower was \$1,000. With every new term, the License Fee increased to a percentage equal to the Consumer Price Index for All Urban Consumers (CPI-U) and would not increase more than 20%.
- Within the 1<sup>st</sup> Amendment approved October 7, 2009, AT&T added a 2<sup>nd</sup> out of 3 canisters on the tower and equipment room to the agreement with an addition to the License Fee.
- Within the 2<sup>nd</sup> Amendment approved December 21, 2011, additional antennas were added within the two canisters on the tower and an additional stipend added to the monthly License Fee.
- The third canister is within a similar License Agreement with T-Mobile with the five (5) additional five-year (5) terms ending February 28, 2027.

Third Amendment Points:

- Commencing on August 1, 2026, it is proposed we will enter into a five (5) additional five-year (5) terms.
- Each new five (5) year term will automatically renew unless written notice is sent.
- The monthly License Fee on August 1, 2026 will be \$4,451.93 for both canisters.
- Future License Fees commencing August 1, 2031 will automatically increase by 15% instead of the CPI-U at the beginning of each extension term.

Staff Requests favorable consideration for the Third Amendment License Agreement with New Cingular PCS, LLC.

Cell Site No. MO3721  
Cell Site Name: WAPELHORST  
Fixed Asset No. 10069774  
Market: Kansas/Missouri  
Address: 1875 Muegge Road, St. Charles, Missouri 63303

### THIRD AMENDMENT TO LICENSE AGREEMENT

THIS THIRD AMENDMENT TO LICENSE AGREEMENT (“**Third Amendment**”), dated as of the latter of the signature dates below, is by and between the City of Saint Charles, Missouri, a constitutional home rule charter city and political subdivision of the state of Missouri, on behalf of the St. Charles Parks and Recreation Board having a mailing address at 1900 W Randolph Street, St. Charles, Missouri 63301 (hereinafter referred to as “**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address at 1025 Lenox Park Boulevard NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (hereinafter referred to as “**Licensee**”).

**WHEREAS**, Licensor (or its predecessor-in-interest) and Licensee (or its predecessor-in-interest) entered into a License Agreement dated July 11, 2000, as amended by the First Amendment to License Agreement dated October 19, 2009, and the Second Amendment to License Agreement dated January 9, 2012 (hereinafter, collectively referred to as the “**Agreement**”), whereby Licensor licensed to Licensee certain Premises, therein described, that are a portion of the Property located at 1875 Muegge Road, St. Charles, Missouri 63303; and

**WHEREAS**, the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

**WHEREAS**, Licensor and Licensee desire to amend the Agreement to extend the term of the Agreement; and

**WHEREAS**, Licensor and Licensee desire to amend the Agreement to adjust the license fee (“**License Fee**”) in conjunction with the modifications to the Agreement contained herein; and

**WHEREAS**, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

**WHEREAS**, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Term.** The Term of the Agreement shall be amended to provide that the current term, which commenced on August 1, 2021, shall expire on July 31, 2026 (“**Current Term**”), and commencing on August 1, 2026, will be automatically renewed, upon the same terms and conditions of the Agreement, for five (5) additional five (5) year terms (each an “**Extension Term**”). Hereafter, “**Term**” shall include the Current Term and any applicable Extension Term. The Terms will automatically renew without further action by Licensee, unless Licensee notifies Licensor in writing of Licensee’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the Current Term or any Extension Term. Licensor agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Licensee may continue to use and exercise its rights under the Agreement as permitted prior to the first Extension Term.

Cell Site No. MO3721  
Cell Site Name: WAPELHORST  
Fixed Asset No. 10069774  
Market: Kansas/Missouri  
Address: 1875 Muegge Road, St. Charles, Missouri 63303

2. **License Fee.** Commencing on August 1, 2026, the current License Fee payable under the Agreement shall be Four Thousand Four Hundred Fifty-One and 93/100 Dollars (\$4,451.93) per month and shall continue during the Term, subject to adjustment as provided herein. In the event of any overpayment of License Fee prior to or after the Effective Date, Licensee shall have the right to deduct from any future License Fee payments an amount equal to the overpayment amount.

3. **Future License Fee Increase.** The Agreement is amended to provide that commencing on August 1, 2031, License Fee shall increase by fifteen percent (15%) and at the beginning of each Extension Term thereafter, as applicable.

4. **Notices.** The notice provision set forth in Section 13 of the Agreement is deleted in its entirety, and the following is inserted in lieu thereof:

**NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Licensor, to:

City of Saint Charles Parks and Recreation Department  
Attn: Parks and Recreation Department Director  
1900 W. Randolph Street  
St. Charles, MO 63301

With a copy to:  
City of Saint Charles, Missouri  
Attn: City Attorney  
200 N. Second Street  
St. Charles, MO 63301

If to Licensee, to:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
RE: Site No. MO3721; Site Name: WAPELHORST (MO)  
Fixed Asset No. 10069774  
1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

With a required copy to:

New Cingular Wireless PCS, LLC  
Attn: General Counsel - Network  
RE: Site No. MO3721; Site Name: WAPELHORST (MO)  
Fixed Asset No. 10069774  
208 S. Akard Street  
Dallas, TX 75202

Cell Site No. MO3721  
Cell Site Name: WAPELHORST  
Fixed Asset No. 10069774  
Market: Kansas/Missouri  
Address: 1875 Muegge Road, St. Charles, Missouri 63303

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

5. **Charges.** All charges payable under the Agreement to Licensor such as utilities and taxes shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee. The foregoing shall not apply to monthly License Fee which is due and payable without a requirement that it be billed by Licensor. The provisions of this subsection shall survive the termination or expiration of the Agreement.

6. **Acknowledgement.** Licensor acknowledges that: 1) this Third Amendment is entered into of the Licensor's free will and volition; 2) Licensor has read and understands this Third Amendment and the underlying Agreement and, prior to execution of this Third Amendment, was free to consult with counsel of its choosing regarding Licensor's decision to enter into this Third Amendment and to have counsel review the terms and conditions of this Third Amendment; 3) Licensor has been advised and is informed that should Licensor not enter into this Third Amendment, the underlying Agreement between Licensor and Licensee, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Cell Site No. MO3721  
Cell Site Name: WAPELHORST  
Fixed Asset No. 10069774  
Market: Kansas/Missouri  
Address: 1875 Muegge Road, St. Charles, Missouri 63303

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Third Amendment on the dates set forth below.

**LICENSOR:**

City of Saint Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri, on behalf of the St. Charles Parks and Recreation Board

By: \_\_\_\_\_

Name: Daniel J. Borgmeyer

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

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

**LICENSEE:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

Name: Michael Bridwell

Title: Area Mgr – Const & Eng

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

**Attest:**

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

**Approved as to Legal Form:**

\_\_\_\_\_  
Michael P. Cullen, City Attorney      Date

St. Charles Parks & Recreation Board

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**Attest:**

\_\_\_\_\_  
Maralee M. Britton, Director of Parks & Recreation

Cell Site No. MO3721  
Cell Site Name: WAPELHORST  
Fixed Asset No. 10069774  
Market: Kansas/Missouri  
Address: 1875 Muegge Road, St. Charles, Missouri 63303

**Attest:**

---

Kimberly Hudson, City Clerk

**Approved as to Legal Form:**

---

Michael P. Cullen, City Attorney                      Date

**ATTACHMENT 1**

**Memorandum of Third Amendment to License Agreement**

**Recording Requested By**  
**& When Recorded Return To:**

New Cingular Wireless PCS, LLC  
Attn: TAG – Tower Asset Group  
1025 Lenox Park Boulevard NE, 3rd Floor  
Atlanta, GA 30319

Re: Cell Site No.: MO3721  
Cell Site Name: WAPELHORST  
Fixed Asset Number: 10069774  
State: Missouri  
County: St. Charles

**MEMORANDUM**  
**OF**  
**THIRD AMENDMENT TO LICENSE AGREEMENT**

This Memorandum of Third Amendment to License Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between City of Saint Charles, Missouri, a constitutional home rule charter city and political subdivision of the state of Missouri, on behalf of the St. Charles Parks and Recreation Board having a mailing address at 1900 W Randolph Street, St. Charles, Missouri 63301 (hereinafter referred to as “**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as “**Licensee**”).

1. Licensor (or its predecessor-in-interest) and Licensee (or its predecessor-in-interest) entered into a certain License Agreement dated July 11, 2000, as amended by the First Amendment to License Agreement dated October 19, 2009, the Second Amendment to License Agreement dated January 9, 2012, and the Third Amendment to License Agreement dated \_\_\_\_\_, 202\_\_ (hereinafter, collectively referred to as the “**Agreement**”) for the purpose of installing, operating and maintaining a communications facility and other improvements at Licensor’s real property located at 1875 Muegge Road, St. Charles, Missouri 63303. All of the foregoing is set forth in the Agreement.
2. The Agreement Term initially commenced July 27, 2000, and commencing on August 1, 2026, the parties agree to further extend the Agreement for five (5) additional five (5) year terms.
3. The portion of the land being leased to Licensee (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Third Amendment to License Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms,

conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Third Amendment to License Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Third Amendment to License Agreement as of the day and year first above written.

**LICENSOR:**

City of Saint Charles, Missouri, a constitutional home rule charter city and political subdivision of the state of Missouri, on behalf of the St. Charles Parks and Recreation Board

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**LICENSEE:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: \_\_\_\_\_

Name: Michael Bridwell

Title: Area Mgr – Const & Eng

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

**St. Charles Parks & Recreation Board**

**BY:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

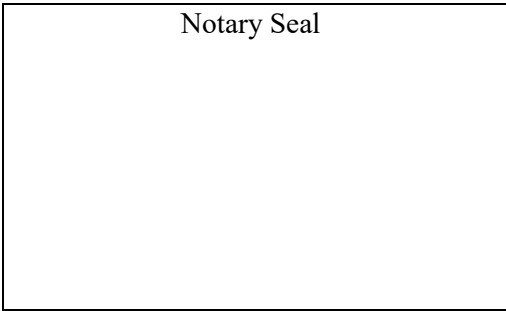


**LICENSEE ACKNOWLEDGMENT**

STATE OF MISSOURI            )  
  ) SS.  
COUNTY OF ST. LOUIS        )

I certify that I know or have satisfactory evidence that Michael Bridwell is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Area Mgr – Const & Eng of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of \_\_\_\_\_

My appointment expires: \_\_\_\_\_

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of Third Amendment to License Agreement dated \_\_\_\_\_, 202\_\_, by and between City of Saint Charles, Missouri, a constitutional home rule charter city and political subdivision of the state of Missouri, on behalf of the St. Charles Parks and Recreation Board, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Premises are a portion of the Property located at 1875 Muegge Road, St. Charles, Missouri 63303, and legally described and/or depicted as follows:

PARCEL NO. 1:

A tract of land being part of Lots 10 in Block 8 of Steen and Cunninghams Survey of the St. Charles Commons, Township 46 North, Range 4 East, St. Charles County, Missouri and being more particularly described as follows:

Commencing at an old iron rod marking the South West corner of said Lot 17, said point also being the South West corner of property conveyed to the City of St. Charles as recorded in Deed Book 771 page 493 of the St. Charles County Records and also being the most South Eastern corner of Bradford Place Plat Five as recorded in Plat Book 31 page 226 of the St. Charles County Records; thence along the South line of said Lot 17 North 54 degrees 05 minutes 34 seconds East, 1,292.94 feet to the South East corner of said Lot 17; thence along the East line of said Lot 17 North 33 degrees 49 minutes 00 seconds East, 286.30 feet to a point; thence South 52 degrees 47 minutes 51 seconds West, 31.57 feet to a point of curvature; thence along a curve to the right having a radius of 375.00 feet to a point of tangency; thence South 78 degrees 01 minutes 28 seconds West, 78.89 feet to a point of curvature; thence along a curve to the left having a radius of 380.00 feet to a point of compound curve; thence along a curve to the left having a radius of 25.00 feet, an arc distance of 35.43 feet to a point of tangency; thence South 34 degrees 03 minutes 54 seconds East, 115.59 feet to a point; thence along a curve to the right having a radius of 266.00 feet, and arc distance of 167.45 feet to a point of tangency; thence South 02 degrees 00 minutes 09 seconds West, 71.96

feet to a point of curvature; thence along a curve to the right having a radius of 300.00 feet to, an arc distance of 121.97 feet to a point of reverse curvature; thence along a curve to the left having a radius of 25.00 feet, an arc distance of 34.51 feet to a point of tangency; thence South 44 degrees 24 minutes 06 seconds East, 149.29 feet to a point of curvature; thence along a curve to the left having a radius of 15.00 feet, an arc distance of 21.49 feet to a point of compound curve; thence along a curve to the left having a radius of 50.00 feet, an arc distance of 46.88 feet to a point of tangency; thence North 00 degrees 12 minutes 02 seconds West, 55.50 feet to a point; thence South 89 degrees 47 minutes 58 seconds West, 9.52 feet to the point of beginning; of hereon described lease tract; thence continuing South 89 degrees 47 minutes 58 seconds West, 21.00 feet to a point; thence North 55 degrees 58 minutes 52 seconds West, 20.40 feet to a point; thence North 10 degrees 50 minutes 32 seconds West, 74.76 feet to a point; thence North 79 degrees 09 minutes 28 seconds East, 20.00 feet to a point; thence South 10 degrees 50 minutes 32 seconds East, 59.67 feet to a point; thence North 89 degrees 47 minutes 58 seconds East, 21.00 feet to a point; thence South 00 degrees 12 minutes 02 seconds East, 30.00 feet to the point of beginning.

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License") is entered into this 11<sup>TH</sup> day of JULY, 2000, ("Execution Date") between the St. Charles Park Board of the City of Saint Charles, Missouri, a municipal corporation of the state of Missouri ("Licensor") and AT&T Wireless PCS, LLC, a Delaware limited liability company, by and through its manager, AT&T Wireless Services, Inc., d/b/a AT&T WIRELESS SERVICES, having an office at 400 South Woods Mill Road, Suite 200, Chesterfield, Missouri 63017 ("Licensee").

1. *Premises.* Subject to the following terms and conditions, Licensor grants to Licensee a license to operate telecommunications equipment on a portion of the real property (the "Property") described in the attached Exhibit A. Licensee's use of the Property shall be limited to that portion of the Property described and depicted in attached Exhibit B (the "Premises").

The Premises are generally located at 1875 Muegge Road in the city of St. Charles, the county of St. Charles, the state of Missouri, 63303, within the city park known as Wapelhorst Park.

2. *Term.*

a. The initial term of this License shall be one year, commencing on the earlier of: (i) written notification by Licensee to Licensor of Licensee's receipt of all Governmental Approvals; or (ii) two (2) months from Execution Date of this License (the "Commencement Date"), and terminating at Midnight on the last day of the 12th month thereafter.

b. If Licensee shall not have obtained all Governmental Approvals on or before two (2) months from Execution Date of this License, then either Licensor or Licensee shall, by notice, have the right to cancel all rights and obligations under this License. Licensor acknowledges that Licensee is in compliance and has obtained all approvals required from Licensee pursuant to Section 156.093 of Licensor's Code of Ordinances as of April 1, 2000. Licensee agrees that within one hundred twenty (120) days after acquiring or obtaining the technical capability to provide and viably implement the emergency alert system contemplated by Section 156.093(F) on a nationwide basis that Licensee shall install said system in its Antenna Facilities, as defined by paragraph 7(a) hereof, for the benefit of the citizens of the City of St. Charles.

3. *Permitted Use.* The Premises may be used by Licensee only for the transmission and reception of communication signals and activities related to any of the foregoing (collectively, "Licensee's Permitted Use"). Licensee shall obtain, at Licensee's expense, all licenses and permits or authorizations required for Licensee's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") and may (prior to or after the Commencement Date) obtain a title report, perform surveys, soil tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that Licensee's use of the premises will be compatible with Licensee's engineering specifications, system, design, operations, and Governmental Approvals. Licensor agrees to reasonably cooperate with Licensee (at no cost to Licensor), where required, to perform such procedures or obtain Governmental Approvals. Licensor agrees that Licensee shall have the right to immediately terminate this License without any penalty or liability if Licensee notifies Licensor of unacceptable results of any title report or of the survey or soil tests. Licensor also agrees that if, based on the result of any environmental investigation or inquiry, Licensee determines that the condition of the Property is unsatisfactory or if Licensee believes that licensing or continued licensing of the Premises would expose Licensee to undue risks of government action or intervention or third-party liability, Licensee may, without any penalty, immediately terminate this License Agreement.

4. *License Fee.*

a. Upon the Commencement Date, Licensee shall pay Licensor, as license fee the sum

of One Thousand and no/100 Dollars (\$1,000.00) per month (the "Fee"). The Fee shall be payable on the first day of each month, in advance, to the City of St. Charles, Missouri, and transmitted to the city's Department of Parks and Recreation, and shall be credited to the park fund. If the Commencement Date should be other than the first day of the calendar month, the Fee shall be prorated to the end of that calendar month. If this License is terminated at a time other than on the last day of a month, the Fee shall be prorated as of the date of termination for any reason other than a default by Licensee, and all prepaid Fees shall be refunded to Licensee.

b. In addition to the Fee reserved above, Licensee shall pay to the parties entitled thereto all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this License.

c. Licensor shall have the ability to license other telecommunication companies as co-locators on the 100 foot flagpole with all proceeds from said co-location to go to Licensor so long as co-location does not interfere with any rights of Licensee guaranteed in this License.

d. Licensor and Licensee agree that Licensee will "overbuild" this tower and related facilities (i.e. construct a larger tower and built a larger equipment room in anticipation of two (2) future co-locators). Licensor acknowledges that Licensee will incur expenses relating to the "overbuild" which have no direct benefit to the Licensee (hereinafter "Excess Expenses"). Licensor and Licensee shall determine the amount of the Excess Expenses upon completion of construction. Licensor shall require each future co-locator of the facility to pay Licensee an amount equal to one-half (1/2) of the Excess Expenses upon commencement of an agreement or license allowing the co-locator to install equipment at the Premises.

#### 5. *Renewal.*

a. Licensee shall have the right to extend this License for five (5) additional five-year (5) terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein except that the Fee shall be increased after each term by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) U.S. Average All Items (1982-4=100), provided that, in any event, the Fee shall not increase by more than twenty percent (20%) of the Fee paid over the preceding term. Licensor shall be responsible for communicating the amount of the fee adjustment to Licensee and shall provide Licensee with supporting data upon which the adjustment is calculated.

b. This License shall automatically renew for each successive Renewal Term unless Licensee shall notify Licensor, in writing, of Licensee's intention not to renew this License, at least 60 days prior to the expiration of the term or any Renewal Term.

c. If Licensee shall remain in possession of the Premises at the expiration of the final term of this License without a written agreement, such license shall continue indefinitely under the same terms and conditions of this License as were in effect at the expiration unless Licensor gives thirty (30) days written notice of its intention to revoke the License.

6. *Interference.* Licensee shall not use the Premises in any way which interferes with the use of the Property by Licensor or by tenants or licensees of Licensor holding rights to the Property on the date of this License. Licensee shall, at its cost, be responsible for demonstrating that no interference with Licensor's existing wireless telecommunications systems exists before commencement of operations on the Premises. If the Licensee's operations interfere with Licensor's existing wireless telecommunications systems, or with Licensor's operations on the remainder of the

Property, Licensee shall, at its cost, be responsible for eliminating the interference. Licensor shall have the right to terminate this License, pursuant to Paragraphs 8(b) or 9(a), if Licensee fails to eliminate the interference. Licensor shall not use, nor shall Licensor permit its existing or future tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Licensee. Without in any way limiting the generality of the foregoing, Licensor hereby covenants that it shall not enter into any sublease, license or other agreement pursuant to which a party thereto would use the Property so as to interfere with Licensee's operations.

7. *Improvements; Utilities; Access.*

a. Licensee or its affiliates shall, at its expense, install and construct on the Premises a 100 foot high antenna flagpole and base which shall become the property of Licensor upon completion of the construction of said flagpole. Licensee or its affiliates shall also install antennas on said flagpole and shall install storage space adjacent to a portion of an adjacent building, yet to be constructed, for radio transmitting and receiving electronic equipment and other improvements relating thereto (collectively, the "Antenna Facilities") which are generally depicted in Exhibit B attached hereto. Prior to the commencing construction, Licensee shall submit plans and specifications for all improvements to Licensor for Licensor's written approval, such approval not to be unreasonably withheld. No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by the Licensor and all necessary permits have been properly issued. Such plans shall include fully-dimensioned site plans that are drawn to scale and show: (i) the proposed location of the antennas, equipment shelter, driveway and parking areas; (ii) the proposed changes in the landscape; (iii) the proposed color of all structures; (iv) the proposed type of construction material for all structures, and any other details that the Licensor may request. Prior to commencing construction, Licensee shall also provide Licensor with the name of Licensee's contractor that will be constructing the improvements. The contractor is subject to the prior written approval of Licensor, such approval not to be unreasonably withheld. Licensee shall ensure that all labor performed in construction shall be compensated at prevailing wage, in accordance with the Missouri Division of Labor Standards Annual Wage Order No. 6, Section 092, applicable to St. Charles County. Licensee shall ensure that any contractor performing said work shall secure a payment/performance bond in the form required by Section 107.170, RSMo, which bond shall name the City of St. Charles as an additional obligee. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Premises. Licensee shall have the right to modify, supplement, replace, or upgrade the Antenna Facilities within the Premises at any time during the term of this License or as it may be extended. No improvements or modifications to the flagpole shall be made without the Licensor's consent. Licensee shall cause all construction to occur lien-free. Upon completion and construction and acceptance thereof, the flagpole and all other building improvements shall be and remain the property of Licensor.

b. Licensee, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, subject to prior approval of Licensor.

c. Licensee shall, at Licensee's expense, keep and maintain the Premises in commercially reasonable condition and repair during the term of this License. Upon termination of this License, Licensee will return the Premises and all improvements thereon not removed by Licensee in good condition.

d. Licensee shall pay any incremental, additional utilities charges to the Property incurred as a result of Licensee's use of the Premises. Licensee shall have the right, at Licensee's expense, to install utilities within the Property and to install or improve utilities on the Premises (including, but not limited to, the installation of emergency power generators).

e. As partial consideration for the Fee paid under this License, Licensor hereby grants Licensee full access to place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities; provided that Licensor may approve the specific locations where such utilities are to be located. Licensor agrees to grant such easement(s) required by utilities to service the Premises. Licensor also authorizes Licensee to install an electrical transformer to energize Licensor's adjacent building (yet to be constructed) with single-phase service, Licensee's equipment and two (2) future licensee's equipment, on the condition that Licensee at its sole cost shall install a meter panel to measure each user's electricity usage and for separate utility billing.

f. As partial consideration for the Fee paid under this License, Licensor hereby grants Licensee ingress, egress, and access (including access as described in paragraph 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this License or any Renewal Term.

g. Licensee shall have 24-hours-a-day, 7-days-a-week access to the Premises by way of existing driveways or roadways during the term of this License and any Renewal Term. Licensor shall also have access to the Premises in emergencies.

8. *Default.* Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this License:

a. If Licensee fails to pay amounts due under this License within ten (10) days of its receipt of written notice that such payments are overdue;

b. If either party fails to observe or perform its obligations under this License and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the 30-day period.

9. *Termination.* Except as otherwise provided herein, this License may be terminated, without any penalty or further liability, as follows:

a. Upon ten (10) days written notice in the event of a Default (as defined above);

b. Upon ninety (90) days written notice by Licensor or by Licensee, if Licensee is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary for the construction or operation of the Antenna Facilities or Licensee's actual or intended use of the Premises;

c. Upon ninety (90) days written notice by Licensee if Licensee determines, in its reasonable discretion exercised in good faith, that based on: (i) technology; (ii) interference with use of the Premises resulting from the acts of any third party, an act of God or from other natural forces; or (iii) changes in system design or system usage patterns, Licensee's use of the Antenna Facilities (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Licensee's communications system;

d. Immediately upon written notice if the Premises or the Antenna Facilities are destroyed or so damaged as in Licensee's reasonable judgment to substantially and adversely affect the continuation of Licensee's Permitted Use of the Antenna Facilities in an commercially reasonable manner. In such event, all rights and obligations of the parties shall cease as of the date of the removal of the equipment, and Licensee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid Fee, to be apportioned as of the

termination date. If Licensee elects to continue this License and re-construct the Antenna Facilities, then all Fees shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;

e. **Condemnation.** In the event the Premises are taken by eminent domain, this License shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Licensee, either party shall have the right to terminate this License as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Licensee shall not be entitled to any portion of the reward paid for the taking and the Licensor shall receive full amount of such award. Licensee shall hereby expressly waive any right of claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the license or to the fee of the Premises, shall belong to Licensor, Licensee shall have the right to claim and recover from the condemning authority, but not from Licensor, such compensation as may be separately awarded or recoverable by Licensee on account of any and all damage to Licensee's business and any costs or expenses incurred by Licensee in moving/removing its equipment, personal property, and licensed improvements.

f. In the event of a termination, Licensor shall have the right, at its option, to require Licensee to immediately remove the Antenna Facilities.

10. **Taxes.** Licensee shall pay any real or personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities.

11. **Insurance and Subrogation.** The Licensee shall maintain Public Liability and Property Damage Insurance issued in the name of the Licensee and naming the City as an additional insured. Such insurance will provide coverage for each person up to \$500,000 with an overall limit as to all persons for each accident of \$2,500,000 and \$2,500,000 for property damage. The insurance shall be approved by the City Attorney as to form and by the Director of Finance as to surety. Licensee shall furnish City with a certificate or certificates of insurance, stating such insurance is maintained by Licensee. Licensor shall insure the flagpole under its self-insurance program and shall charge and apportion the costs of said insurance to Licensee and any future co-locators.

12. **Hold Harmless.**

a. Licensee agrees to indemnify, defend and hold Licensor harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising from the installation, use, maintenance, repair or removal of the Antenna Facilities or the breach of this License, except to the extent attributable to the negligent or intentional acts or omission of Licensor, its employees, agents or independent contractors.

b. To the extent permitted by law, Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising from negligent or intentional acts or omissions, of Licensor or its employees or agents, except to the extent attributable to the negligent or intentional acts or omission of Licensee, its employees, agents or independent contractors.

13. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt

requested, or sent by overnight courier to the following addresses:

If to Licensor, to:

St. Charles Park Dept.  
Attn: Richard Ash  
1900 W. Randolph Street  
St. Charles, MO 63301  
(636) 949-3372

If to Licensee, to:

AT&T Wireless Services  
Attn: Director of System Development  
400 S. Woods Mill Rd., Suite 200  
Chesterfield, MO 63017  
(314) 214-3620

with a copy to:

City of St. Charles, Missouri  
Attn: Lyn Porterfield, City Admin.  
200 North Second Street  
St. Charles, MO 63301  
(636) 949-3262

with copies to:

AT&T Wireless Services  
Attn: Legal Department  
15 East Midland Avenue  
Paramus, NJ 07652

AT&T Wireless Services  
Attn: Property Management  
4544 South Lamar, Suite 600  
Austin, TX 78746-1500  
Phone: 1-800-243-3114

14. *Quiet Enjoyment, Title and Authority.* Licensor covenants and warrants to Licensee that: (i) Licensor has full right, power and authority to execute this License and has the power to grant all rights hereunder; (ii) it has good, marketable and unencumbered title to the Premises free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Licensee's Permitted Use of the Premises; (iii) its execution and performance of this License will not violate any laws, ordinances, covenants, or the provisions of any mortgage, sublease, or other agreement binding on Licensor; and (iv) Licensee shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period.

15. *Environmental Laws.*

a. Licensee represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws. Licensor represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance as of the date of this License.

b. Licensor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, that have occurred on the Property prior to the effective date of this License.

c. Licensee agrees to defend, indemnify and hold Licensor harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Licensor may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that are caused by or result from Licensee's activities on the Property, or the activities of anyone acting on its behalf (subsidiaries, invitees, suppliers, contractors, etc.), but only in the proportion caused by

Licensee or anyone acting on its behalf.

d. Licenser agrees to defend, indemnify and hold Licensee harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Licensee may suffer due to the existence or discovery of any Hazardous Substance on the property or the migration of any Hazardous Substance to other properties or released into the environment that are caused by Licenser, or the activities of anyone acting on its behalf (invitees, suppliers, contractors, etc.), but only in the proportion caused by Licenser or anyone acting on its behalf.

e. The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The provisions of this Section will survive the expiration or termination of this License.

16. *Assignment and Subleasing.* Subject to the provisions of paragraph 6, Licensee shall not assign this License in whole or in part, or sublet all or any part of the Premises without the Licenser's prior written consent, which shall not be unreasonably withheld. Consent by Licenser to any assignment or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall be construed to include a prohibition against any assignment by operation of law. No assignment, subletting, occupancy or collection shall be deemed a waiver or release of Licensee from the performance by Licensee of the covenants on the part of Licensee hereunder contained. Notwithstanding any assignment, Licensee shall remain fully liable on this License and shall not be released from performing any of the terms, covenants and conditions of this Lease

Licensee may assign its interest in this agreement to its parent, affiliate or subsidiary without the necessity of obtaining Licenser's consent.

Any person or entity to which this License is assigned pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Licensee arising under this License on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Licenser an instrument confirming such assumption. Any monies or other consideration payable to otherwise to be delivered in connection with such assignment shall be paid to Licenser, shall be the exclusive property of Licenser, and shall not constitute property of the Licensee or of the estate of Licensee within the meaning of the Bankruptcy Code. Any monies or other consideration constituting Licenser's property under the preceding sentence not paid or delivered to Licenser shall be held in trust for the benefit of Licenser and be promptly paid to Licenser.

17. *Successors and Assigns.* This License shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

18. *Waiver of Licenser's Lien.* Licenser hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof. The Antenna Facilities shall be deemed personal property for purposes of this License, regardless of whether any portion is deemed real or personal property under applicable law, and Licenser hereby consents to Licensee's right to remove all or any portion of the Antenna Facilities from time to time in Licensee's sole discretion and without Licenser's consent.

19. *Miscellaneous.*

a. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

b. This License constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this License must be in writing and executed by both parties.

c. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

d. Each party agrees to cooperate with the other in executing any documents (including a Memorandum of License) necessary to protect its rights or use of the Premises. The Memorandum of License may be recorded in place of this License, by either party.

e. This License shall be construed in accordance with the laws of the state in which the Property is located.

f. If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License, which shall continue in full force and effect.

g. Signs/Graffiti. Licensee may place signs on the Premises subject to applicable governmental regulations; however, Licensee shall first obtain the Licensor's written consent to design, size and location. Licensor may undertake any activities necessary to abate or remove graffiti located therein. Licensee shall reimburse Licensor all costs incurred by Licensor in connection with such abatement or renewal within 30 days of Licensor's presenting Licensee with a statement of such costs.

h. Maintenance. Licensee shall, at its own expense, maintain the Antenna Facilities as defined in paragraph 7(a). Licensor shall maintain and repair the Premises, the flagpole, and all improvements utilized by Licensee and any future co-locators, and may charge to and apportion among the Licensee and any future co-locators the maintenance and repair costs thereof. Licensee shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

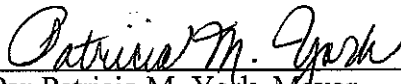
During the Term of this License and any subsequent renewals, Licensee shall, at its own expense, provide and maintain a 20 feet by 30 feet United States flag on the flagpole at all times, and shall provide and maintain adequate lighting for the flag so that it may be flown 24 hours a day. In the event of deterioration, the flag shall be replaced by Licensee at its sole cost, upon the request of Licensor in Licensor's sole discretion.

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

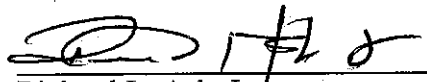
ST. CHARLES PARK BOARD

  
By: Brian Paul  
St. Charles Park Board Vice President

CITY OF ST. CHARLES, MISSOURI

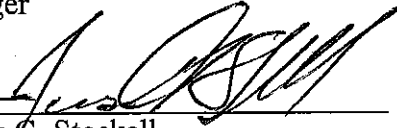
  
By: Patricia M. York, Mayor

Attest:

  
Richard L. Ash, Jr.  
Director, Parks & Recreation

  
City Clerk - Marilyn McCoy

AT&T WIRELESS PCS, LLC.  
By AT&T Wireless Services, Inc., its  
manager

  
By: James G. Stockell  
System Development Manager

LAREH\CONTRACT221\_License\_Agmt.wpd.wpd

**Exhibit A**

Description of the Property:

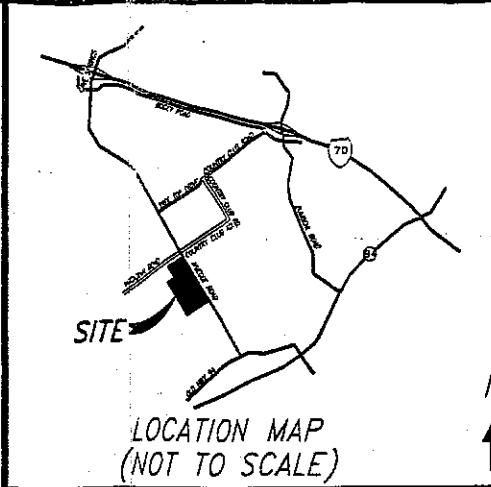
**SEE ATTACHED**



**AT&T**  
Wireless Services

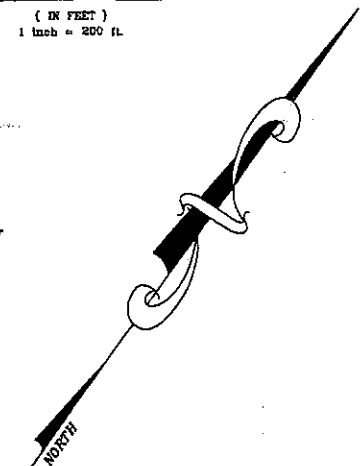
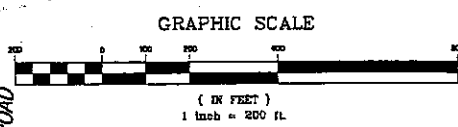
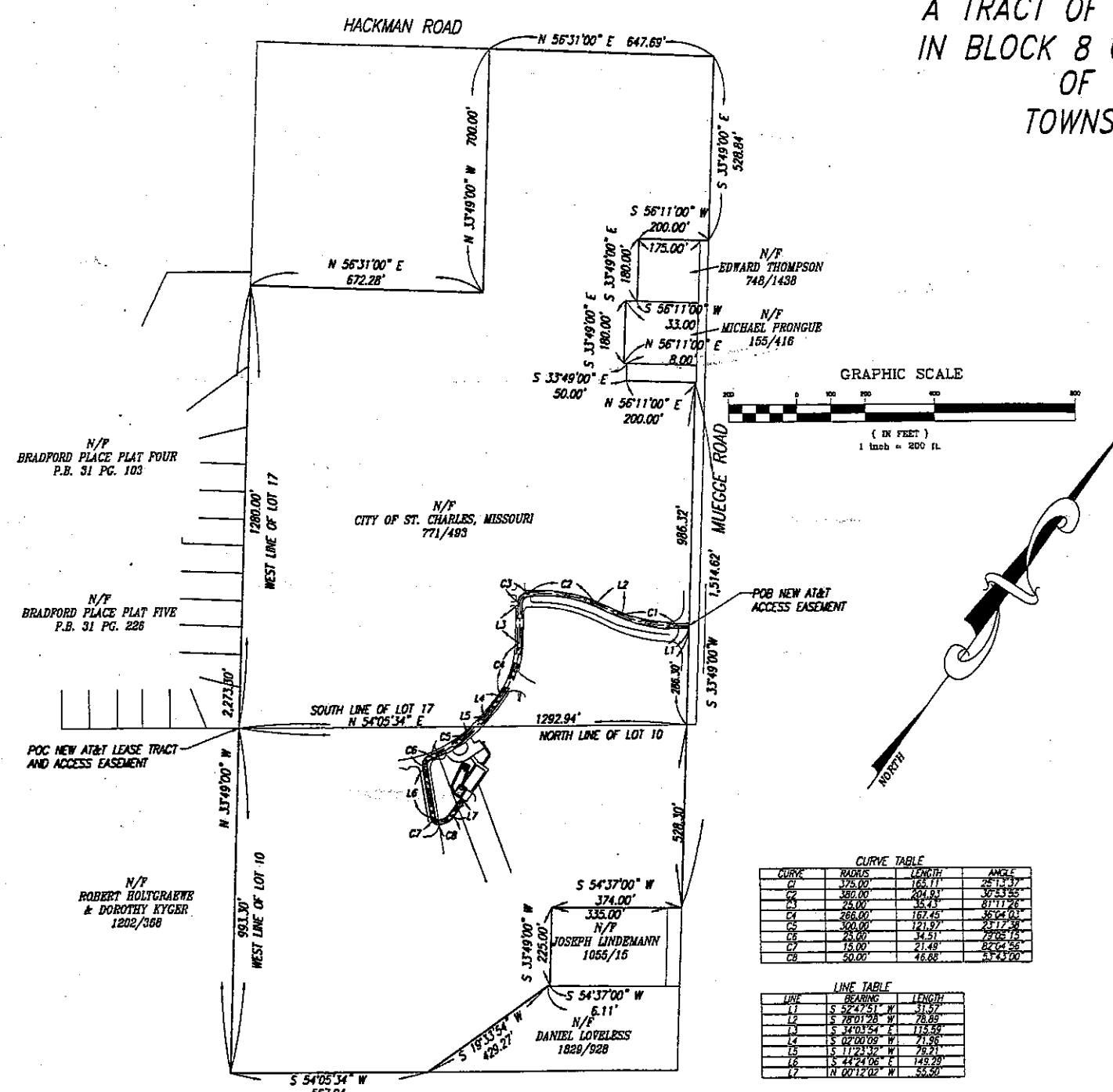
# AT&T WIRELESS PCS, INC.

A TRACT OF LAND BEING PART OF LOTS 17 & 10  
IN BLOCK 8 OF STEEN AND CUNNINGHAMS SURVEY  
OF THE ST. CHARLES COMMONS,  
TOWNSHIP 46 NORTH, RANGE 4 EAST  
ST. CHARLES, MISSOURI



MASSMANN  
SURVEYING  
Surveyors  
Engineers  
144 West Lockwood Ave.  
St. Louis, Missouri 63119  
314/862-5577, 314/862-5579 fax  
www.f-w.com  
a member of  
the Farnsworth Wylie Group

EXHIBIT A



**CURVE TABLE**

CURVE	RADIUS	LENGTH	ANGLE
C1	375.00	165.11	28°13'34"
C2	380.00	204.91	36°23'55"
C3	35.43	35.43	81°11'26"
C4	266.00	167.45	36°04'03"
C5	300.00	121.97	23°17'30"
C6	25.00	34.51	75°02'15"
C7	15.00	21.49	82°04'25"
C8	50.00	46.88	57°23'00"

**LINE TABLE**

LINE	BEARING	LENGTH
L1	S 52°27'51" W	31.57
L2	S 78°01'28" W	78.85
L3	S 34°03'54" E	113.52
L4	S 07°00'00" W	21.96
L5	S 112°33'00" W	75.21
L6	S 44°24'06" E	149.29
L7	N 00°12'02" W	55.50

**LEASE TRACT DESCRIPTION:**  
A TRACT OF LAND BEING PART OF LOTS 10 IN BLOCK 8 OF STEEN AND CUNNINGHAMS SURVEY OF THE ST. CHARLES COMMONS, TOWNSHIP 46 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN OLD IRON ROD MARKING THE SOUTH WEST CORNER OF SAID LOT 17, SAID POINT ALSO BEING THE SOUTH WEST CORNER OF PROPERTY CONVEYED TO THE CITY OF ST. CHARLES AS RECORDED IN DEED BOOK 771 PAGE 493 OF THE ST. CHARLES COUNTY RECORDS AND ALSO BEING THE MOST SOUTH EASTERN CORNER OF BRADFORD PLACE PLAT FIVE AS RECORDED IN PLAT BOOK 31 PAGE 226 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF SAID LOT 17 NORTH 54 DEGREES 05 MINUTES 34 SECONDS EAST, 1,292.94 FEET TO THE SOUTH EAST CORNER OF SAID LOT 17; THENCE ALONG THE EAST LINE OF SAID LOT 17 NORTH 33 DEGREES 49 MINUTES 00 SECONDS EAST, 286.30 FEET TO A POINT OF TANGENCY; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 78 DEGREES 01 MINUTES 28 SECONDS WEST, 78.85 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET TO A POINT OF COMPOUND CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 35.43 FEET TO A POINT OF TANGENCY; THENCE SOUTH 34 DEGREES 03 MINUTES 54 SECONDS EAST, 115.59 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 266.00 FEET, AND ARC DISTANCE OF 167.45 FEET TO A POINT OF TANGENCY; THENCE SOUTH 02 DEGREES 00 MINUTES 00 SECONDS WEST, 71.96 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET TO, AN ARC DISTANCE OF 121.97 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 34.51 FEET TO A POINT OF TANGENCY; THENCE SOUTH 44 DEGREES 24 MINUTES 06 SECONDS EAST, 149.29 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 21.49 FEET TO A POINT OF COMPOUND CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 46.88 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 12 MINUTES 02 SECONDS WEST, 55.50 FEET TO ITS POINT OF TERMINUS.

**ACCESS EASEMENT DESCRIPTION:**  
A 12 FEET WIDE TRACT OF LAND, ELY PART OF LOTS 10 AND 17 IN BLOCK 8 OF STEEN AND CUNNINGHAMS SURVEY OF THE ST. CHARLES COMMONS, TOWNSHIP 46 NORTH, RANGE 4 EAST, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN OLD IRON ROD MARKING THE SOUTH WEST CORNER OF SAID LOT 17, SAID POINT ALSO BEING THE SOUTH WEST CORNER OF PROPERTY CONVEYED TO THE CITY OF ST. CHARLES AS RECORDED IN DEED BOOK 771 PAGE 493 OF THE ST. CHARLES COUNTY RECORDS AND ALSO BEING THE MOST SOUTH EASTERN CORNER OF BRADFORD PLACE PLAT FIVE AS RECORDED IN PLAT BOOK 31 PAGE 226 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF SAID LOT 17 NORTH 54 DEGREES 05 MINUTES 34 SECONDS EAST, 1,292.94 FEET TO THE SOUTH EAST CORNER OF SAID LOT 17; THENCE ALONG THE EAST LINE OF SAID LOT 17 NORTH 33 DEGREES 49 MINUTES 00 SECONDS EAST, 286.30 FEET TO A POINT; THENCE SOUTH 02 DEGREES 00 MINUTES 00 SECONDS WEST, 71.96 FEET TO A POINT OF TANGENCY; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 78 DEGREES 01 MINUTES 28 SECONDS WEST, 78.85 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET TO A POINT OF COMPOUND CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 35.43 FEET TO A POINT OF TANGENCY; THENCE SOUTH 34 DEGREES 03 MINUTES 54 SECONDS EAST, 115.59 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 266.00 FEET, AND ARC DISTANCE OF 167.45 FEET TO A POINT OF TANGENCY; THENCE SOUTH 02 DEGREES 00 MINUTES 00 SECONDS WEST, 71.96 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET TO, AN ARC DISTANCE OF 121.97 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 34.51 FEET TO A POINT OF TANGENCY; THENCE SOUTH 44 DEGREES 24 MINUTES 06 SECONDS EAST, 149.29 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 21.49 FEET TO A POINT OF COMPOUND CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 46.88 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 12 MINUTES 02 SECONDS WEST, 55.50 FEET TO ITS POINT OF TERMINUS.

STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM A FIELD SURVEY. IT IS POSSIBLE THAT THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION BEFORE EXCAVATION OR TRENCHING TO AVOID DAMAGE THEREOF.

**ENGINEER'S DECLARATION:**  
THE INFORMATION SHOWN ON THIS PLAN IS FROM EXISTING AVAILABLE DATA. THE PLAN IS PRELIMINARY AND CONCEPTUAL AND SHALL NOT BE CONSIDERED AS THE FINAL DESIGN FOR CONSTRUCTION PURPOSES. THIS PRELIMINARY PLAN IS SUBJECT TO CHANGE BASED ON COMPLETED FIELD INFORMATION, ENGINEERING CALCULATIONS AND FUTURE AVAILABLE DATA.

Robert E. Pohl, Jr., P.E.  
MISSOURI P.E. #20082

the Farnsworth Wylie Group

PREPARED FOR:  
AT&T WIRELESS PCS, INC.  
400 SOUTH WOODS MILL ROAD  
SUITE 200  
CHESTERFIELD, MISSOURI 63017  
(314) 214-3620

**GENERAL NOTES:**

1. AREA OF TRACT:	2,403 SQUARE FEET
2. PRESENT ZONING:	R1C-SINGLE FAMILY RESIDENTIAL
3. PRESENT USE:	RECREATIONAL
4. PROPOSED USE:	CELLULAR ANTENNA AND SUPPORT BUILDING

**NOTES:**

- SOURCE OF RECORD TITLE: THE GENERAL WARRANTY DEED TO THE CITY OF ST. CHARLES, MISSOURI RECORDED IN DEED BOOK 771 PAGE 493 OF THE ST. CHARLES COUNTY RECORDS.
- BEARING SYSTEM ADOPTED FROM THE SUBMISSION PLAT OF BRADFORD PLACE PLAT FIVE RECORDED IN PLAT BOOK 31 PAGE 226 OF THE ST. CHARLES COUNTY RECORDS.
- LATITUDE, LONGITUDE, AND GEODETIC NORTH WERE ESTABLISHED USING GPS AND THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM ESTABLISHED BY THE MISSOURI DEPARTMENT OF NATURAL RESOURCES DIVISION OF GEOLOGY AND LAND SURVEY, GEODETIC DATA, MMD 1983.
- BENCHMARK USED: N.A.C.V.D. AND THE ST. LOUIS GEOGRAPHIC REFERENCE SYSTEM ESTABLISHED BY THE MISSOURI DEPARTMENT OF NATURAL RESOURCES DIVISION OF GEOLOGY AND LAND SURVEY, ELEVATION DERIVED FROM SURVEY REFERENCE STATION NO. 82; ELEVATION = 416.38.
- SITE BENCHMARK:???????
- TO ESTABLISH GEODETIC BEARINGS, ROTATE ALL BEARINGS 1 DEGREE 22 MINUTES 47 SECONDS CLOCKWISE.
- FLOOD ZONE INFORMATION: THE SUBJECT LEASE TRACT IS DESIGNATED ZONE "X" AREAS OF MINIMAL FLOODING, PER FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 28183C0288 DATED AUGUST 2, 1996.
- THE TITLE INSURANCE COMMITMENT HAS NOT BEEN AVAILABLE FOR OUR USE. THEREFORE NOT ALL EASEMENTS OR RESTRICTIONS MAY BE SHOWN HEREON. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.

THIS IS TO CERTIFY THAT THE REQUEST OF AT&T WIRELESS PCS, INC. WE HAVE ON THE 26TH DAY OF OCTOBER, 1999, MADE A SURVEY ON A TRACT OF LAND BEING IN LOTS 10 AND 17 OF BLOCK 8 OF STEEN AND CUNNINGHAMS SURVEY OF THE ST. CHARLES COMMONS, ST. CHARLES COUNTY, MISSOURI, AND THAT THE RESULTS OF SAID SURVEY ARE CORRECTLY REPRESENTED UPON THIS PLAT. THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MISSOURI PROFESSIONAL LAND SURVEY ASSOCIATION BOUNDARY STANDARDS.

MASSMANN SURVEYING  
BY: LEE C. FERRENBACH III, (AGENT)

(AGENT)  
LEE C. FERRENBACH III, LS 2310  
SURVEY COORDINATOR

AT&T WIRELESS PCS, INC.  
WAPELHORST PARK  
1879 MUEGGE ROAD  
SITE 221

REVISION:  
1 3/31/00 REUSE LEASE TRACT

DATE: 11/10/99

DRAWN: JJH

APPROVED: LCF III

BOOK NO: 95

DWG File: 2998SUV1DWG

SHEET TITLE:

BOUNDARY AND TOPOGRAPHIC SURVEY

SHEET NUMBER: SHEET 1 OF 1

SUV-1

PROJECT NO: 2994U0.D

MASSMANN SURVEYING, a member of the Farnsworth Wylie Group  
144 W. LOCKWOOD AVE.  
ST. LOUIS, MO 63119  
PROJECT ADDRESS: WAPELHORST PARK  
MTR: ST. LOUIS TRADE AREA  
SITE NO.: 221  
ST. CHARLES COUNTY, MISSOURI 63303

**Exhibit B**

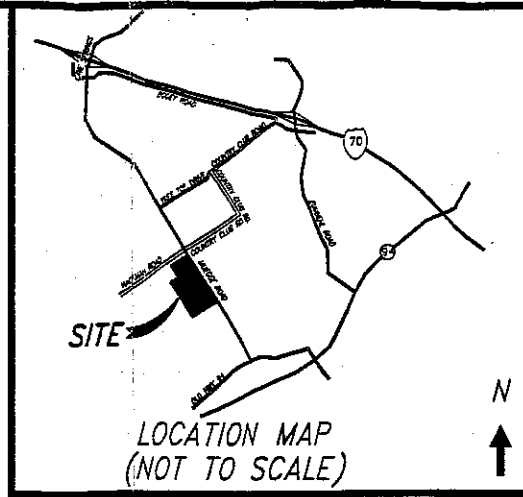
The Antenna Facilities are generally depicted as follows:

SEE ATTACHED



# AT&T WIRELESS PCS, INC.

A TRACT OF LAND BEING PART OF LOTS 10 & 17  
IN BLOCK 8 OF STEEN AND CUNNINGHAMS SURVEY  
OF THE ST. CHARLES COMMONS,  
TOWNSHIP 46 NORTH, RANGE 4 EAST,  
ST. CHARLES, MISSOURI

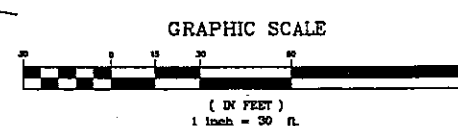
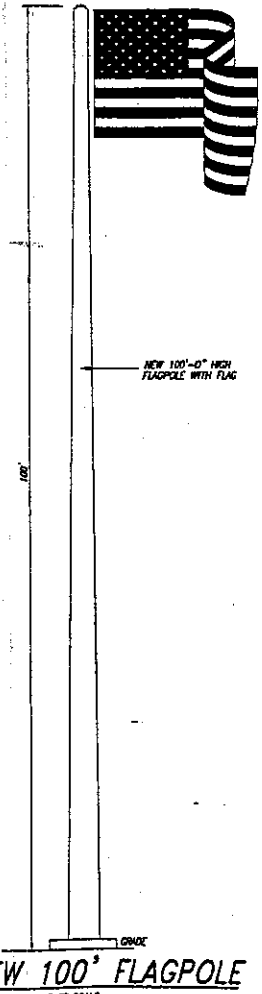
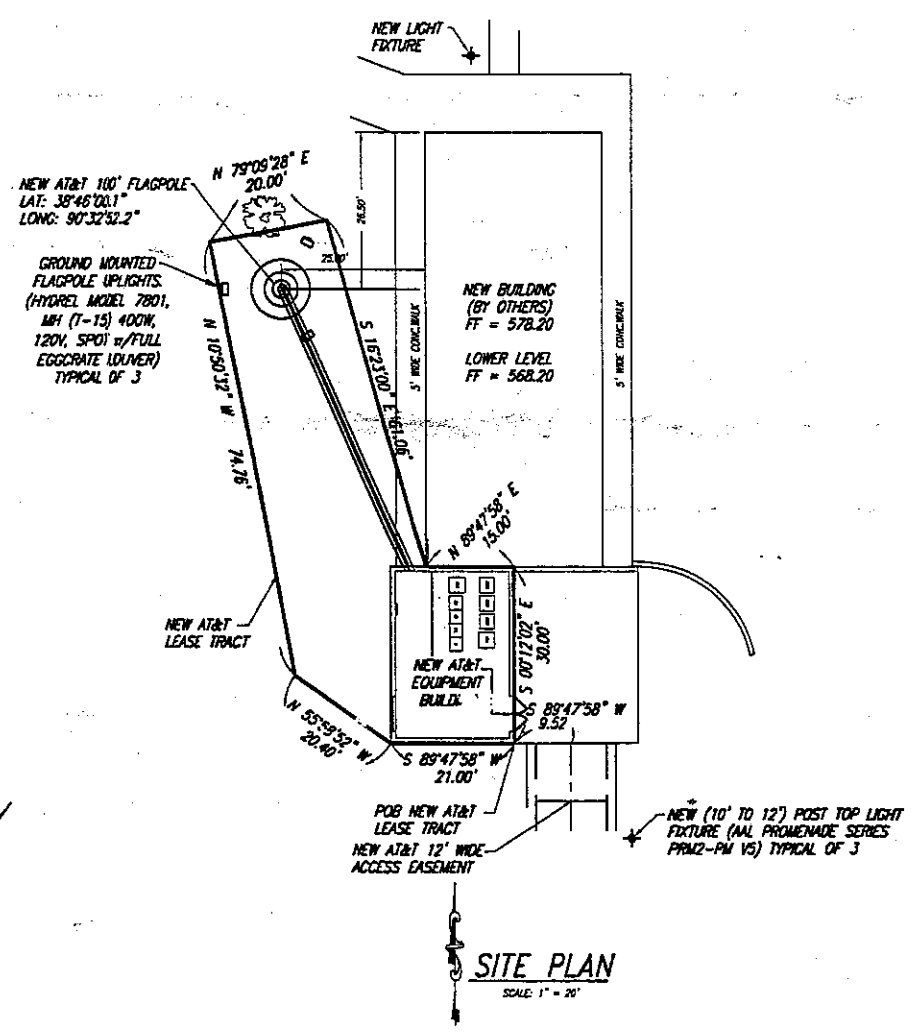
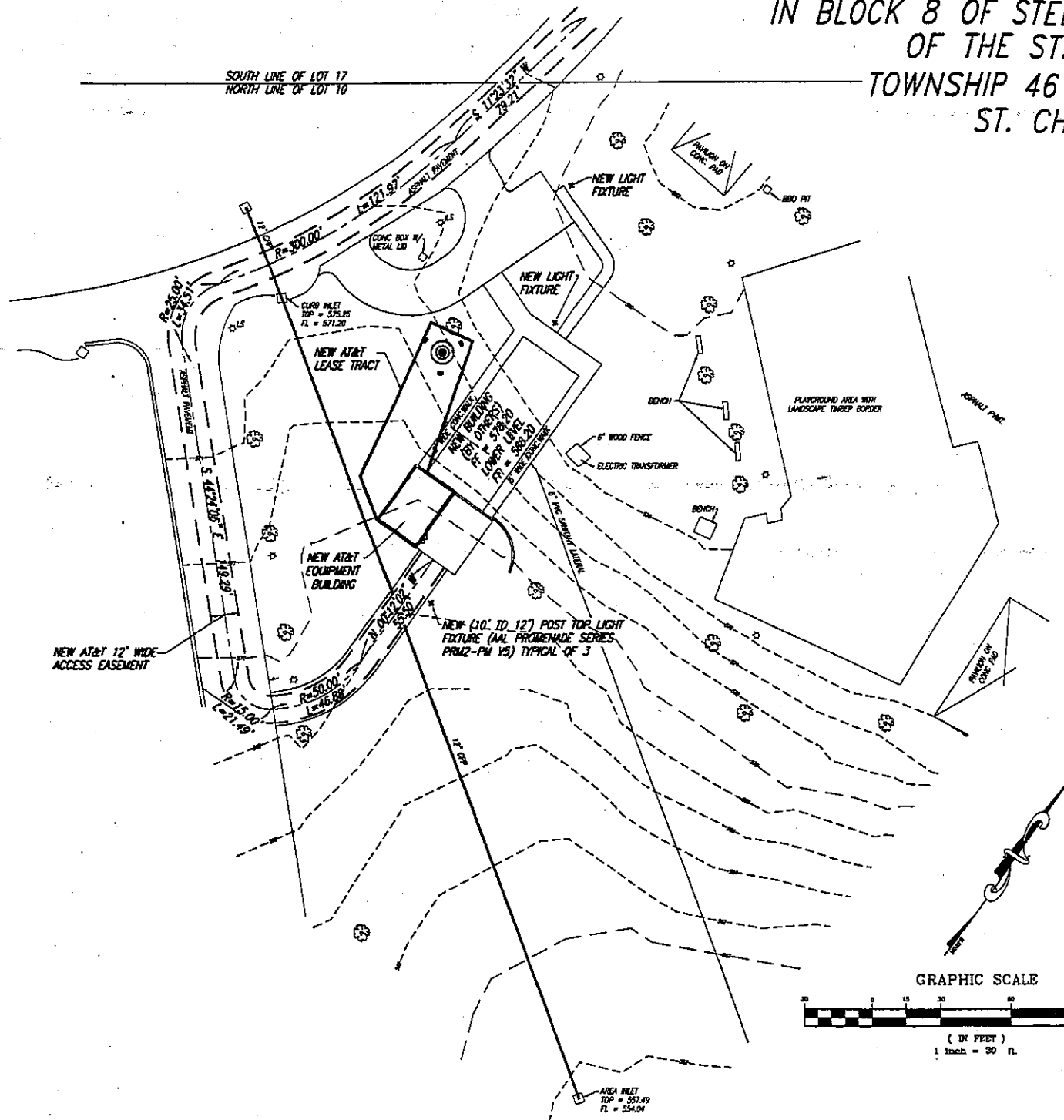


MASSMANN SURVEYING

Surveyors  
Engineers  
144 West Lockwood Ave.  
St. Louis, Missouri 63119  
314/862-5577, 314/862-5579 fax  
www.l-w.com

a member of  
the Farnsworth Mfgic Group

EXHIBIT B(1)



**ABBREVIATIONS & SYMBOLS**

WM ▲	WATER METER	N	DENOTES NORTH
WV ▲	WATER VALVE	S	DENOTES SOUTH
TH ⊥	FIRE HYDRANT	E	DENOTES EAST
PP ●	POWER POLE	W	DENOTES WEST
PP →	POWER POLE & GUY	PP	DENOTES POWER POLE
EB ⊠	ELECTRIC BREAKER	R/W	RIGHT OF WAY
—OE—	OVERHEAD ELECTRIC	P	PROPERTY LINE
—SW—	SANITARY SEWER LINE	F	FLOW LINE

PREPARED FOR:  
AT&T WIRELESS PCS, INC.  
400 SOUTH WOODS MILL ROAD  
SUITE 200  
CHESTERFIELD, MISSOURI 63017  
(314) 214-3620

**AT&T WIRELESS PCS, INC.**  
WAPELHORST PARK  
1879 MUEGGE ROAD  
SITE 221

REVISIONS:  
1 3/30/00 RECONFIGURE EQUIPMENT LAYOUT  
2 4/5/00 REVISE FLAGPOLE HEIGHT

DATE: 11/10/00  
DRAWN:  
APPROVED: LG  
BOOK NO:  
DWG File: 2894078UV2

SHEET TITLE:  
**SITE PLAN**  
SHEET NUMBER: 2 OF 2  
**SUV**  
PROJECT NO:

MASSMANN SURVEYING, a member of the Farnsworth Mfgic Group  
144 W. LOCKWOOD AVE.  
ST. LOUIS, MO 63119  
PROJECT ADDRESS: WAPELHORST PARK  
M/A: ST. LOUIS TRADE AREA  
SITE NO.: 221  
ST. CHARLES COUNTY, MISSOURI 63303

the Farnsworth Mfgic Group



EXHIBIT B(2)

Cell Site No.: MO3721  
Cell Site Name: Wapelhorst  
Fixed Asset No.: 10069774  
Market: MO  
Address: 1879 Muegge Road, St. Charles Missouri 63303

C00240

**FIRST AMENDMENT TO LICENSE AGREEMENT DATED JULY 11, 2000**

THIS FIRST AMENDMENT TO LICENSE AGREEMENT DATED JULY 11, 2000 (hereinafter the "First Amendment"), dated as of the latter of the signature dates below (hereinafter, the "First Amendment Execution Date") , is by and between the City of St. Charles, Missouri on behalf of the St. Charles Parks and Recreation Board, a constitutional home rule charter city and political subdivision of the State of Missouri (hereinafter, the "Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company (hereinafter, the "Licensee").

WHEREAS, Licensor and Licensee's predecessor, AT&T Wireless Services, Inc., d/b/a/ AT&T WIRELESS SERVICES entered into a certain License Agreement dated July, 11, 2000 (hereinafter, the "July 11, 2000 License Agreement"), a copy of which is attached hereto and identified as Attachment 2, whereby Licensor granted Licensee a license to operate telecommunications equipment on a portion of real property (hereinafter, the "Premises") located at 1879 Muegge Road, St. Charles, Missouri 63303; and

WHEREAS, Licensor and Licensee desire to amend the July 11, 2000 License Agreement to permit Licensee to add, modify or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Licensor and Licensee desire to amend the July 11, 2000 License Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

- A. The following amendments are made to the July 11, 2000 License Agreement:

1. The First Sentence of Section 4.a. of the July 11, 2000 License Agreement is deleted in its entirety and the following is inserted:

Upon the First Amendment Execution Date, Licensee shall pay Licensor, as a license fee, the sum of Two Thousand Nine Hundred Eleven and 91/100 Dollars (\$2,911.91) per month (hereinafter, the "Fee").

2. The following sentences are inserted at the end of Section 4.a. of the July 11, 2000 License Agreement:

Licensee shall pay Licensor, as a licensee fee, an additional sum which shall be calculated as the product of One Thousand Seven Hundred Forty One and 00/100 Dollars (\$1,741.00) multiplied by the number of months or fraction thereof commencing from September 1, 2008 through the First Amendment Execution Date (hereinafter, the "Retroactive Fee"). The Retroactive Fee shall be paid by Licensor to Licensee on or before twenty (20) calendar days after the First Amendment Execution Date.

3. To provide for the installation of additional equipment, additional equipment room space and the use of the third canister at approximately the 78-foot level on the flagpole, the following sentence is inserted at the end of Section 7.a. of the July 11, 2000 License Agreement:

Licensee shall have the right to install, maintain and use the equipment described in Exhibit C, which is attached hereto and incorporated herein by this reference, and any other use shall require Licensor's review and approval as provided hereinabove. The equipment room space portion of the Premises that Licensee shall be entitled to use pursuant to this License is shown on the second page of Exhibit C. Exhibit C also includes an illustration of Licensee's current intended use of the third canister located at approximately the 78-foot level on the flagpole.

Exhibit B to the July 11, 2000 License Agreement is hereby supplemented to include Exhibit C, attached hereto and incorporated herein by this reference. All references to Exhibit B in the July 11, 2000 License Agreement shall be deemed to include Exhibit C.

4. Section 7 of the July 11, 2000 License Agreement is amended by inserting a new subsection to be known as subsection 7.h. as follows:

h. *Emergency 911 Service.* In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensee may add, modify or replace equipment in order to be in compliance with any current or future

federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. Section 13 of the July 11, 2000 License Agreement is deleted in its entirety and the following is inserted:

*Notices.* All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

*As to Licensee:*

New Cingular Wireless PCS, LLC,  
Attn: Network Real Estate Administration  
Re: Cell Site # MO3721  
Cell Site Name: Wapelhorst  
FA No: 1006974  
6100 Atlantic Boulevard,  
Norcross, GA 30071,

*With a copy to:*

New Cingular Wireless PCS, LLC,  
Attn: Legal Department  
15 East Midland Avenue,  
Paramus, NJ 07652  
Re: Cell Site # MO3721,  
Cell Site Name: Wapelhorst  
FA: 1006974

*As to Licensor:*

City of St. Charles Parks and Recreation Department  
Attn: Parks and Recreation Department Director  
1900 W. Randolph Street

St. Charles, MO 63301

*With a copy to:*

City of St. Charles, Missouri

Attn: City Attorney

200 North Second Street

St. Charles, MO 63301

Either party hereto may change the place for the giving of notice by thirty (30) days prior written notice to the other as provided herein.

6. Section 19 of the July 11, 2000 License Agreement is amended by inserting a new subsection to be known as subsection 19.i. as follows:

i. *Memorandum of Lease.* Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

B. The following sections apply to the July 11, 2000 License Agreement and the First Amendment.

1. *Other Terms and Conditions Remain.* In the event of any inconsistencies between the July 11, 2000 License Agreement and this First Amendment, the terms of the First Amendment shall control. Except as expressly set forth in this First Amendment, the July 11, 2000 License Agreement otherwise is unmodified and remains in full force and effect. Each reference in the July 11, 2000 License Agreement to itself shall be deemed also to refer to this First Amendment.

2. *Capitalized Terms.* All capitalized terms used but not defined in this First Amendment shall have the same meanings as defined in the July 11, 2000 License Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

LICENSOR:

CITY OF ST. CHARLES, MISSOURI:

Patricia M. York  
Patricia M. York, Mayor

10/7/09  
Date

Attest:

Sharon L. Brader  
City Clerk ASST

ST. CHARLES PARKS AND RECREATION BOARD:

Lyndel Porterfield  
Lyndel Porterfield, Chairperson

9-2-09  
Date

Attest:

Janet Myers  
Parks and Recreation Board Secretary

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC,  
a Delaware Limited Liability Company:

Kevin Haynes  
Kevin Haynes, Assistant VP, Construction & Engineering

10-19-2009  
Date

T:\CONTRACTS\Cell Tower License, Wapelhorst Park, First Amendment to 7-11-2000 license with AT&T Wireless now New Cingular Wireless 6-16-09.doc

CDD-240  
PARKS COPY

Market: MO  
Cell Site Number: MO3721  
Cell Site Name: Wapelhorst  
Fixed Asset Number: 10069774

## SECOND AMENDMENT TO LICENSE AGREEMENT DATED JULY 11, 2000

THIS SECOND AMENDMENT TO LICENSE AGREEMENT ("**Second Amendment**"), dated as of the latter of the signature dates below, is by and between the City of Saint Charles, Missouri on behalf of the St. Charles Parks and Recreation Board, a constitutional home rule charter city and political subdivision of the state of Missouri ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Licensee**").

WHEREAS, Licensor and Licensee's predecessor, AT&T Wireless PCS, LLC entered into a certain License Agreement dated July 11, 2000, and First Amendment dated October 19, 2009, whereby Licensor granted Licensee a license to operate telecommunications equipment on a portion of real property, (hereinafter, the "**Premises**"), located at 1879 Muegge Road, St. Charles, Missouri 63303 ("collectively, the **Agreement**"); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to allow for the modification of the tower, the installation of additional antennas, associated cables and other communications instruments, and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Additional Antennas.** In addition to the other antennas permitted in the Agreement, Licensor consents to the expansion of the antenna canister on the tower and the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit B-2. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit B-2. Exhibit B-2 hereby replaces Exhibit B to the Agreement.

In the event that Licensee vacates the tower, Licensee will, at its own expense, convert the tower back to its original condition that existed prior to the canister expansion.

2. **Rent.** Commencing on the first day of the month following the date that Tenant commences construction of the modifications set forth in this Amendment, Rent shall be increased by One Hundred and No/100 Dollars (\$100.00) per month, subject to further adjustments as provided in the Agreement. Upon Tenant's removal of additional antennas, Rent will revert to the original rate, subject to adjustments as provided in the Agreement, upon thirty (30) days' prior written notice to Landlord.

3. **Notices.** Section 13 of the Agreement is hereby deleted in its entirety and replaced with the following:

**NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Licensee: New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation,  
Attn: Network Real Estate Administration  
Re: Cell Site #: MO3721, Cell Site Name: Wapelhorst,  
FA No: 10069774  
12555 Cingular Way, Suite 1300, Alpharetta, GA 30004

With the required copy of legal notice sent to Licensee at the address above, a copy to the Legal Department: New Cingular Wireless PCS, LLC  
Attn: Legal Department,  
Re: Cell Site #: MO3721, Cell Site Name: Wapelhorst,  
FA No: 10069774  
15 East Midland Avenue  
Paramus, NJ 07652

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Licensor: City of St. Charles Parks and Recreation Department  
Attn: Parks and Recreation Department Director  
1900 W. Randolph Street  
St. Charles, MO 63301

With a copy to:  
City of St. Charles, Missouri  
Attn: City Attorney  
200 North Second Street  
St. Charles, MO 63301

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

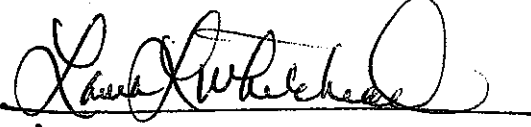
4. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

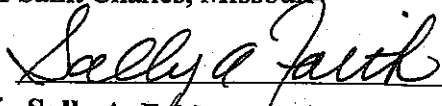
IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

Attest:


  
City Clerk

**"LICENSOR"**

City of Saint Charles, Missouri

By:   
Name: Sally A. Faith  
Title: Mayor  
Date: 12-21-11

St. Charles Park Board

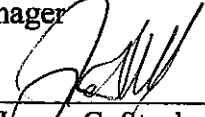
By:   
Name: TJ SLATTERY  
Title: PRESIDENT OF PARK BOARD  
Date: 12/7/11

**"LICENSEE"**

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By:   
Name: James G. Stockell  
Title: Area Manager Real Estate and  
Construction - Missouri/Kansas  
Date: Jan 9, 2012

LICENSOR ACKNOWLEDGEMENT

STATE OF Missouri

COUNTY OF St. Charles

I CERTIFY that on December 21, 2011, Sally A. Faith [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the Mayor [title] of City of St. Charles instrument City of St. Charles, MO,
- (b) was authorized to execute this instrument on behalf of the City of St. Charles, MO and
- (c) executed the instrument as the act of the City of St. Charles, MO.

**KIMBERLY S. HUDSON**  
 Notary Public - Notary Seal  
 STATE OF MISSOURI  
 St. Charles County  
 My Commission Expires: April 18, 2015  
 Commission #11387078

Kimberly S. Hudson  
 Notary Public  
 My Commission Expires: 4-18-2015

STATE OF Missouri

COUNTY OF St. Charles

I CERTIFY that on December 7, 2011, T.J. Slattery [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the President [title] of the St. Charles Park Board,
- (b) was authorized to execute this instrument on behalf of the St. Charles Park Board and
- (c) executed the instrument as the act of the St. Charles Park Board.

**Monica C. McCarthy**  
 Notary Public - Notary Seal  
 STATE OF MISSOURI  
 Saint Charles County  
 Commission # 10010519  
 My Commission Expires: Aug. 25, 2014

Monica C. McCarthy  
 Notary Public  
 My Commission Expires: August 25, 2014

LICENSEE ACKNOWLEDGEMENT

STATE OF Missouri

COUNTY OF St. Louis )ss:

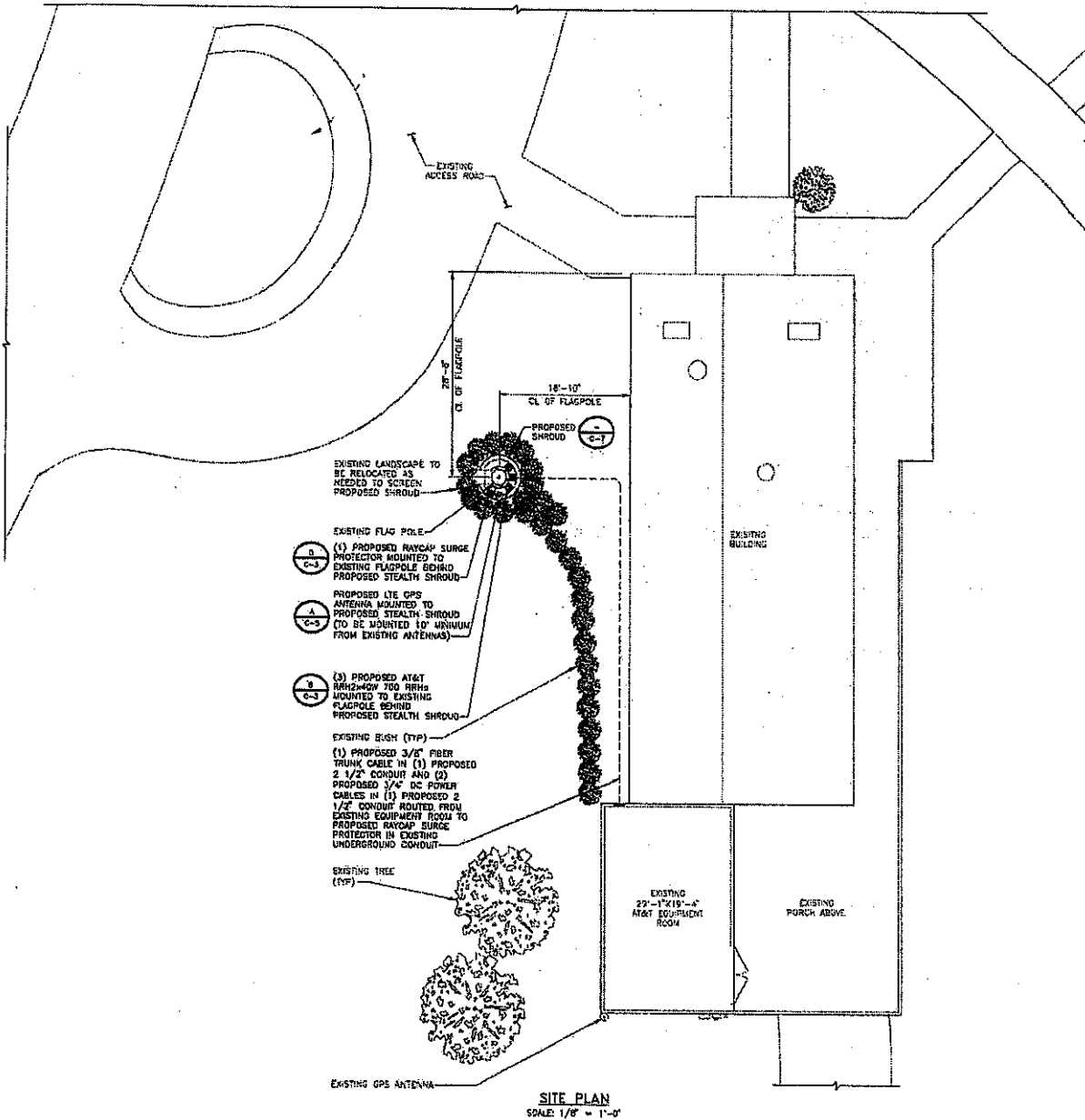
On the 9<sup>th</sup> day of Jan, 2012 before me personally appeared James G. Stockell, and acknowledged under oath that he is the Area Manager Real Estate and Construction - MO/KS of New Cingular Wireless PCS, LLC, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

**ANTONIA J BALDOCK**  
 Notary Public - Notary Seal  
 Comm. Number 10921153  
 STATE OF MISSOURI  
 St. Louis County  
 My Commission Expires: Jan. 12, 2014

Antonia J. Baldock  
 Notary Public: Antonia J. Baldock  
 My Commission Expires: Jan 12, 2014

## EXHIBIT B-2

**See attached exhibits comprised of 2 pages, 11/15/2011, prepared by Black and Veatch.**

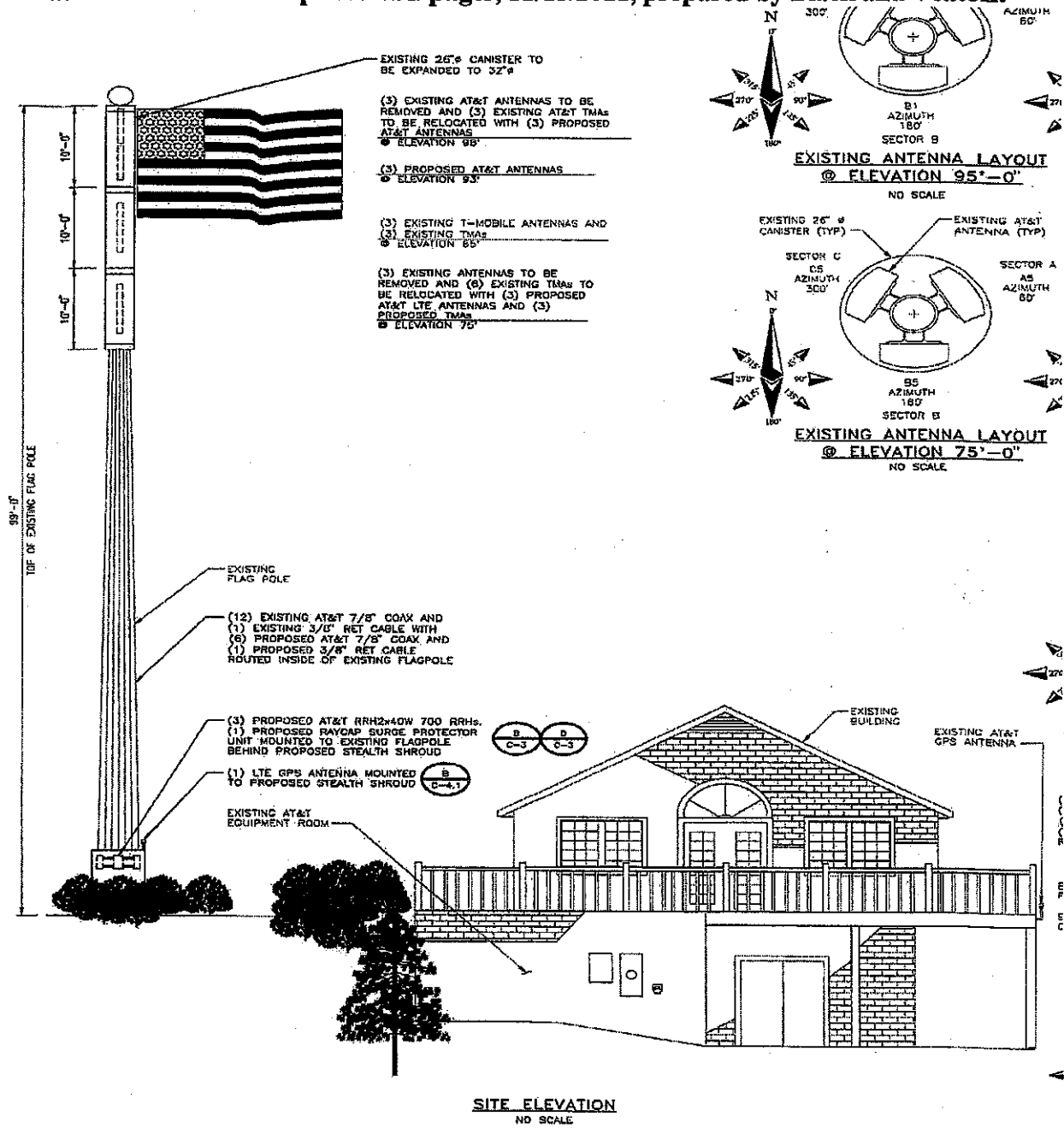


**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LICENSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

## EXHIBIT B-2

See attached exhibits comprised of 2 pages, 11/15/2011, prepared by Black and Veatch.



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**SAINT CHARLES PARKS & RECREATION BOARD MINUTES**  
**MEETING HELD**  
**June 19, 2024**

The meeting was **Called to Order** by President Ryan 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, Larry Muench, Mike Ryan, Anna Shy, TJ Slattery, were present. Kathy Mudrovic, Brian Scheidegger, Anne Zerr and Council Liaison Mary West were absent.

**Staff** Maralee Britton - Director, Chris Atkinson – Assistant Director, Don Borgmeyer - Enterprise Superintendent, Tina Sieker – Administrative Coordinator.

**Others** Mayor Dan Borgmeyer

**3. Pledge of Allegiance**

At 6:02 pm Muench Made a Motion to go into Closed Session to discuss;

- B. Leasing, purchase or sale of real estate where public knowledge of the transaction might adversely affect the legal consideration thereof. (RSMo 610.021.2)\*\*

Seconded by Shy.

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

At 6:46 pm Muench Made a Motion to come out of Closed Session. Seconded by Shy.

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

**4. Verbal Petitions/Public Comments and Response: None**

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

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

**A. Election of Parks and Recreation Board Officers: President, Vice President, Secretary and Treasurer\***

**President.**

Ryan nominated Sandy Bichel; seconded by Slattery.

With no other nominations Ryan made a motion for nominations to cease and vote by acclamation; seconded by Slattery.

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

Sandy Bichel is President.

**Vice President.**

President Bichel opened the floor for nominations for Vice-President.

Ryan nominated Larry Muench; seconded by Bichel.

With no other nominations Ryan made a motion for nominations to cease and vote by acclamation; seconded by Bichel.

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

Larry Muench is Vice-President.

**Secretary.**

President Bichel opened the floor for nominations for Secretary.

Bichel nominated Anna Shy; seconded by Slattery.

With no other nominations Bichel made a motion for nominations to cease and vote by acclamation; seconded by Slattery.

Roll Call: Sandy Bichel – Yes, Tim Glosier - Yes,– Kathy Mudrovic -Absent, Larry

Muench - Yes, Mike Ryan – Yes, Brian Scheidegger - Absent, Anna Shy – Yes, TJ Slattery - Yes, Anne Zerr – Absent.

Anna Shy is Secretary.

**Treasurer.**

The consensus of the Board was to table the discussion and vote on the Treasurer position until the next Board meeting on July 17<sup>th</sup>.

**B. Adopt a Park/Council Buddies**

The following was decided through a drawing for Adopt A Park:

Bichel: Frenchtown, DuSable, Blanchette Landing, Eco Park.  
Ryan: Boschert Greenway, Fox Hill, Soccer Complex.  
Mudrovic: Berthold, Kister, Frontier & Forget Me Not.  
Scheidegger: Boones Lick, Circle Drive, Oak Grove Cemetery.  
Glosier: Webster, Heatherbrook, Vogt Brothers, Woodlands.  
West: Schaefer, Centennial Greenway.  
Zerr: Fountain Lakes, Kiwanis.  
Slattery: Blanchette, 116 acre.  
Muench: McNair, Westwinds, Jaycee.  
Shy: Wapelhorst, Graystone

The following was decided through a drawing for Council Buddies:

Scheidegger: Bill Otto  
Zerr: Mark Hollander  
Slattery: Bart Haberstroh  
Ryan: Vince Ratchford  
Muench: Bridget Ohmes  
Glosier: Michael Flandermeyer  
Shy: Justin Foust  
Mudrovic: Denise Mitchell  
Bichel: Council President Michael Galba, Park Board Liaison Mary West, Mayor Dan Borgmeyer

**C. Consideration of revoking the Fees and Charges Policy, Non-Profit Usage Policy, Waiver of Fees and Charges Policy and the Insufficient Funds Policy and to adopt a combined Fees Policy\***

Slattery made a motion to revoke the old policies and adopt a new combined policy; seconded by Ryan. Motion Passed.

**D. Consideration of revoking the First Come First Served Policy, Permits for Use of Picnic Shelters Policy, Use of Stage, Gazebo's and Rau Garden Area, Special Facilities and Picnic Shelters Policy, and Definitions of Park Department Picnic and Special Use Facilities Policy and to adopt a combined Reservation Policy\***

Muench made a motion to revoke the old policies and adopt a new combined policy; seconded by Shy. Motion Passed.

**E. Transfers Over \$15,000\***

Slattery made a motion to approve the transfers; seconded by Ryan. Motion Passed.

**F. Contract with Kolb Grading in the amount not to exceed \$53,124.50 for the Frontier Park Storm Sewer Bank Stabilization Project\***

Slattery made a motion to approve the contract; seconded by Ryan. Motion Passed.

**7. Meeting Minutes:**

- A. Parks & Recreation Board Meeting Minutes May 15, 2024\*
- B. Parks & Recreation Board Work Session Meeting Minutes June 5, 2024\*
- C. Parks & Recreation Board Closed Session Minutes, May 15, 2024\*\*
- D. Parks & Recreation Board Closed Session Minutes, June 5, 2024\*\*

Muench made a motion to approve the meeting minutes (A & B); seconded by Shy. The motion passed.

Ryan made a motion to approve the Closed Session Meeting Minutes (C & D); seconded by Shy.

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

**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
- F. Oak Grove Cemetery Report

Slattery made a motion to accept the consent agenda; Seconded by Muench. 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. July 3, 2024 Work Session**

Britton requested that the Board cancel the July 3<sup>rd</sup> meeting date due to its close proximity to the July 4<sup>th</sup> Holidays.

Muench made a motion to cancel the July 3<sup>rd</sup> Work Session Meeting; Seconded by Ryan. The motion passed.

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

Bichel asked about the Frenchtown Association possibly adopting the Frenchtown Park. Atkinson said to provide his information to the group to discuss.

**13. Council Liaison Announcements and Reminders: None**

**14. Park Board Liaisons Comments**

**A. Foundation Report:** Will likely discuss accepting the Hawks Nest Park project as a possible Foundation project.

**B. Legislative Report:** None.

As there was no further business to discuss Slattery moved for **Adjournment** at 7:19 pm;  
Seconded by Muench. The motion passed.

Meeting: June 19, 2024

Respectfully Submitted,

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Sandy Bichel, President

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Anna Shy, Secretary



## Upcoming Events

### Meetings:

- o August 7, 2024
  - o August 21, 2024
- 

- St. Charles Riverwalk Market – Saturdays until November 30, 2024
  - o Foundry Art Centre, 7:30A – 1:00P
- St. Charles Flea – Monthly 2<sup>nd</sup> Saturday
  - o St. Charles City Hall Parking Garage – 8A – 1P
- St. Charles Municipal Band – Every Thursday July through August (except 8/15), 2024
  - o Frontier Park, Jaycee Stage
- Hot Summer Nights –August 10, September 14, 2023
  - o Frenchtown (Second Street), 6:00P – 10:00P
- St. Charles Big Band –August 11, September 1, 2024
  - o Frontier Park, Jaycee Stage,
- New Town Concert Series –July 27, Aug 3, Aug 14, Sept 11, Oct 9
  - o New Town Amphitheater, Check discoverstcharles.com for times
- Music on Main –August 21, September 18, 2024
  - o North Main Street, 5:00P – 7:30P
- Storytime in the Park –July 19, August 16, Sept 20, Oct 4, 2024
  - o Shelter 2 at Wapelhorst Park – 10:00A
- Christmas in July Bingo-Ho-Ho, July 19, 2024
  - o Foundry Art Centre, doors open at 6pm (Tickets Required)
- First Fridays – August 2, Sept 6, Oct 4, Nov 1, Dec 6
  - o Foundry Art Centre, 5P-8P
- Blanchette Pool Lap Swim Only – August 11, 2024
- St. Charles Parks and Recreation Food Truck Events –
  - o August 13, 2024 – Blanchette Park – 5:00P – 8:00P
  - o September 10, 2024 – Frontier Park – 5:00P – 8:00P
- Beale Street Concert Series – August 14, September 11, October 9, 2024
  - o Streets of St. Charles, 6P – 8P
- Festival of the Little Hills – August 16 – 18.2024
  - o Main Street, Fri - 4P – 10P; Sat – 9A – 10P; Sun – 9A – 4P
- Wapelhorst Pool Weekends only through September 2 beginning August 19<sup>th</sup>
- Tattoo Arts & Crafts Fair, August 23-24, 2024
  - o Foundry Art Centre, Fri 2P-9P; Sat 12P – 9P

**St. Charles Parks and Recreation Photo Contest Ends – July 19, 2024**



July 2024 Finances  
Parks and Recreation Financials Worksheet-Operating Funds



Estimated Financial Worksheet	2024 Actual	2024 Budget
Total Expenses	\$ (4,174,050)	\$ (9,380,137)
Total Customer Revenue	\$ 2,115,102	\$ 4,097,335
Total Property Tax	\$ 1,829,213	\$ 4,085,270
Total Delinquent Tax	\$ 8,976	\$ 91,550
Total Tax Surtax	\$ 150,475	\$ 157,636
Recovered Exp. - Sale of Assets	\$ 29,981	\$ -
Interest		
Total Cell Tower	\$ 33,720	\$ 62,420
Capital Reappropriations	\$ 313,374	\$ 313,374
Other Revenue Contributions	\$ 10,955	\$ 21,910
Grants	\$ -	\$ 10,000
Other Revenue Misc	\$ 3,347	
Transfer from CIP Sales Tax Fund (Boeing Payment)	\$ -	\$ 600,000
Replacement Fund	\$ 642,000	\$ 642,000
	\$ 963,093	\$ 701,358

Beginning Fund Balance	2,874,773	Final Audited
Expenses	\$ (4,174,050)	
Revenue	\$ 5,137,143	
Ending Cash Balance	\$ 3,837,866	

Petty Cash	\$ 8,950
Estimated Equipment Replacement Fund Total	\$ 2,839,149

Fund Balance	\$ 1,007,667
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Interfund loan liability for purchase of land	
<b>2024 Loan Balance</b>	600,000
	2024 Payment Funds
	Boeing Pymt 600,000
<b>2024 Payment</b>	
<b>Loan Balance</b>	<u>600,000</u>

Aquatics	2024 Actual	2024 Budget
Personnel Expenditures	\$ (405,033)	\$ (1,006,405)
Contractual Expenditures	\$ (75,119)	\$ (173,904)
Materials & Supplies Expenditures	\$ (122,998)	\$ (363,950)
Capital Outlay	\$ (11,417)	\$ (35,000)
Equipment Replacement Fund	\$ (119,836)	\$ (119,836)
<b>Total Expenses</b>	\$ (734,402)	\$ (1,699,095)

Total Revenue	\$ 711,207	\$ 1,703,500
Recovered Expenses	\$ -	\$ -
<b>Total Income</b>	\$ 711,207	\$ 1,703,500

<b>Aquatics Net Revenue</b>	<b>\$ (23,195)</b>	<b>\$ 4,405</b>
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Concessions	2024 Actual	2024 Budget
Personnel Expenditures	\$ (60,531)	\$ (135,643)
Contractual Expenditures	\$ (20,526)	\$ (50,477)
Materials & Supplies Expenditures	\$ (49,767)	\$ (123,000)
Capital Outlay	\$ -	\$ (5,000)
Equipment Replacement Fund	\$ (11,028)	\$ (11,028)
<b>Total Expenses</b>	\$ (141,852)	\$ (325,148)

Total Revenue	\$ 69,661	\$ 325,500
Recovered Expenses	\$ -	\$ -
<b>Total Income</b>	\$ 69,661	\$ 325,500

<b>Concession Net Revenue</b>	<b>\$ (72,191)</b>	<b>\$ 352</b>
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Memorial Hall	2024 Actual	2024 Budget
Personnel Expenditures	\$ (22,934)	\$ (50,609)
Contractual Expenditures	\$ (4,484)	\$ (11,037)
Materials & Supplies Expenditures	\$ (10,321)	\$ (29,273)
Capital Outlay	\$ -	\$ (5,000)
Equipment Replacement Fund	\$ (21,528)	\$ (21,528)
<b>Total Expenses</b>	\$ (59,267)	\$ (117,447)

Total Revenue	\$ 37,627	\$ 110,015
Total Tax Revenue (.2%)	\$ 3,676	\$ 8,354
Recovered Expenses	\$ -	\$ -
<b>Total Income</b>	\$ 41,303	\$ 118,369

<b>Memorial Hall Net Revenue</b>	<b>\$ (17,963)</b>	<b>\$ 922</b>
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## July 2024 Finances

### Parks and Recreation Financials Worksheet-Operating Funds

<b>Recreation</b>	2024 Actual	2024 Budget
Personnel Expenditures	\$ (399,717)	\$ (845,899)
Contractual Expenditures	\$ (61,668)	\$ (140,651)
Materials & Supplies Expenditures	\$ (133,121)	\$ (462,000)
Capital Outlay	\$ -	\$ (3,000)
Equipment Replacement Fund	\$ (14,857)	\$ (14,857)
<b>Total Expenses</b>	<b>\$ (609,363)</b>	<b>\$ (1,466,407)</b>
Total Revenue	\$ 1,058,960	\$ 1,280,295
Total Tax Revenue (5%)	\$ 91,909	\$ 208,841
Recovered Expenses	\$ -	\$ -
<b>Total Income</b>	<b>\$ 1,150,869</b>	<b>\$ 1,489,136</b>
<b>Recreation Net Revenue</b>	<b>\$ 541,507</b>	<b>\$ 22,729</b>
<b>Maintenance</b>	2024 Actual	2024 Budget
Personnel Expenditures	\$ (844,253)	\$ (1,709,979)
Contractual Expenditures	\$ (193,345)	\$ (444,401)
Materials & Supplies Expenditures	\$ (94,902)	\$ (195,540)
Capital Outlay	\$ -	\$ -
Equipment Replacement Fund	\$ (156,671)	\$ (156,671)
<b>Total Expenses</b>	<b>\$ (1,289,172)</b>	<b>\$ (2,506,591)</b>
Total Revenue	\$ 48,200	\$ 231,600
Total Tax Revenue (57.33%)	\$ 1,053,834	\$ 2,394,571
Total Surtax (83%)	\$ 124,894	\$ 130,838
Recovered Expenses	\$ -	\$ -
MO Conservation Grant	\$ -	\$ 10,000.00
<b>Total Income</b>	<b>\$ 1,226,928</b>	<b>\$ 2,767,009</b>
<b>Maintenance Net Revenue</b>	<b>\$ (62,244)</b>	<b>\$ 260,418</b>
<b>Administration</b>	2024 Actual	2024 Budget
Personnel Expenditures	\$ (418,950)	\$ (815,924)
Contractual Expenditures	\$ (56,667)	\$ (132,164)
Materials & Supplies Expenditures	\$ (19,561)	\$ (66,809)
Capital Outlay	\$ -	\$ -
Equipment Replacement Fund	\$ (13,604)	\$ (13,604)
<b>Total Expenses</b>	<b>\$ (508,782)</b>	<b>\$ (1,028,501)</b>
Total Revenue	\$ 127,841	\$ 259,425
Total Tax Revenue (21%)	\$ 386,020	\$ 877,132
Recovered Expenses	\$ -	\$ -
<b>Total Income</b>	<b>\$ 513,861</b>	<b>\$ 1,136,557</b>
<b>Administration Net Revenue</b>	<b>\$ 5,078</b>	<b>\$ 108,056</b>
<b>Rangers</b>	2024 Actual	2024 Budget
Personnel Expenditures	\$ (235,994)	\$ (483,949)
Contractual Expenditures	\$ (48,524)	\$ (97,942)
Materials & Supplies Expenditures	\$ (6,070)	\$ (28,755)
Capital Outlay	\$ -	\$ -
Equipment Replacement Fund	\$ (50,115)	\$ (50,115)
<b>Total Expenses</b>	<b>\$ (340,703)</b>	<b>\$ (660,761)</b>
Total Revenue	\$ 61,607	\$ 187,000
Total Tax Revenue (12%)	\$ 220,583	\$ 501,218
Total Surtax (17%)	\$ 25,581	\$ 26,798
Recovered Expenses	\$ -	\$ -
<b>Total Income</b>	<b>\$ 307,770</b>	<b>\$ 715,017</b>
<b>Rangers Net Revenue</b>	<b>\$ (32,933)</b>	<b>\$ 54,256</b>
<b>Parks Capital</b>	2024 Actual	2024 Budget
<b>Total Expenses</b>	<b>\$ (490,509)</b>	<b>\$ (1,576,187)</b>
Total Revenue/ Replacement Fund	\$ 642,000	\$ 642,000
Total Tax Revenue (4.47%)	\$ 82,167	\$ 186,704
Re-Appropriations	\$ 313,374	\$ 313,374
Recovered Expenses	\$ -	\$ 21,910
<b>Total Income</b>	<b>\$ 1,037,541</b>	<b>\$ 1,163,988</b>
<b>Capital Net Revenue</b>	<b>\$ 547,032</b>	<b>\$ (412,199)</b>
<b>Cemetery</b>	2024 Actual	2024 Budget
Personnel Expenditures	\$ (85,808)	\$ (177,254)
Contractual Expenditures	\$ (11,280)	\$ (31,520)
Materials & Supplies Expenditures	\$ (6,779)	\$ (14,350)
Capital Outlay	\$ -	\$ -
<b>Total Expenses</b>	<b>\$ (103,867)</b>	<b>\$ (223,124)</b>
Total Revenue	\$ 23,200	\$ 80,325
<b>Cemetery Net Revenue</b>	<b>\$ (80,667)</b>	<b>\$ (142,799)</b>

**Project Report -July 2024**

Project Name	Project Code	Budget	Expenses	Encumbrances	Remaining Funds	Funding Source
MONUMENT REFURBISHING	Project Code: 21CEM1	\$ 6,252.00	\$ 3,672.09	\$ -	\$ 2,579.91	Capital Sales Tax
SURVEY & PLOTTING GRAVE SPACES	Project Code: 22CEM1	\$ 14,100.00	\$ -	\$ 12,250.00	\$ 1,850.00	Capital Sales Tax
ROAD SEALING	Project Code: 23CEM1	\$ 30,900.00	\$ 29,846.69	\$ 1,025.16	\$ 28.15	Capital Sales Tax
MEMORIAL HALL FURNISHINGS	Project Code: 20PRK26	\$ 39,999.89	\$ 39,836.69	\$ -	\$ 163.20	Replacement Fund
PARKS - FEMA DISASTER ASSISTANCE	Project Code: 22PRK25	\$ 230,000.00	\$ 50,813.25	\$ 641.75	\$ 178,545.00	Property Tax
TRAILS AND PARKING LOT REHAB	Project Code: 23PRK2	\$ 96,343.00	\$ 92,564.00	\$ 3,779.00	\$ -	Metro
RECREATIONAL SITE DEVELOPMENT	Project Code: 23PRK4	\$ -	\$ -	\$ -	\$ -	
	216-518-873-109	\$ 282,000.00	\$ 209,237.35	\$ 62,962.65	\$ 9,800.00	Metro
	217-451-873-109	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	Property Taxes
	417-451-873-109	\$ 759,729.97	\$ -	\$ -	\$ 759,729.97	Parks Capital
AQUATIC PUMPS & MOTORS	Project Code: 23PRK18	\$ 14,303.00	\$ 14,303.00	\$ -	\$ -	Replacement Fund
MCNAIR AQUATIC FACILITY	Project Code: 23PRK25					
	217-451-873-109	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	Property Tax
	417-451-873-109	\$ 241,940.00	\$ 238,984.30	\$ 2,310.00	\$ 645.70	Prop P
MEMORIAL HALL - FLOORING	Project Code: 23PRK26	\$ 22,785.00	\$ 22,784.50	\$ -	\$ 0.50	Replacement Fund
LANDSCAPING - ALL PARKS	Project Code: 24PRK1	\$ 21,428.99	\$ 7,600.00	\$ 4,031.47	\$ 9,797.52	Property Tax
SEAL ASPHALT ALL PARKS	Project Code: 24PRK2	\$ 102,500.00	\$ 33,160.00	\$ -	\$ 69,340.00	Property Tax
HVAC REPLACEMENTS - ALL PARK FACILITIES	Project Code: 24PRK3	\$ 49,000.00	\$ 29,769.00	\$ 8,395.00	\$ 10,836.00	Property Tax
RESTROOM REHABS - ALL PARKS	Project Code: 24PRK4	\$ 12,000.00	\$ 1,007.00	\$ 6,000.00	\$ 4,993.00	Property Tax
PLAYGROUND SAFETY SURFACING	Project Code: 24PRK5	\$ 3,125.00	\$ -	\$ -	\$ 3,125.00	Property Tax
ADA RENOVATIONS	Project Code: 24PRK6	\$ -	\$ -	\$ -	\$ -	Property Tax
PARKS STORM WATER	Project Code: 24PRK7	\$ 10,000.00	\$ 1,958.50	\$ -	\$ 8,041.50	Property Tax
	216-451-873-109	\$ 641.00	\$ -	\$ -	\$ 641.00	Metro
	217-451-872-102	\$ 1,232.00	\$ -	\$ -	\$ 1,232.00	Property Tax
	217-451-873-109	\$ 10,959.00	\$ -	\$ 1,958.50	\$ 9,000.50	Property Tax
	217-451-874-103	\$ 3,215.00	\$ -	\$ -	\$ 3,215.00	Property Tax
	217-451-874-106	\$ 5,361.00	\$ -	\$ -	\$ 5,361.00	Property Tax
	217-451-874-199	\$ 4,393.00	\$ -	\$ -	\$ 4,393.00	Property Tax
CONCESSION STAND RENOVATIONS	Project Code: 24PRK8	\$ 15,000.00	\$ 7,564.51	\$ 766.75	\$ 6,668.74	Property Tax
MCNAIR PARK IMPROVEMENTS	Project Code: 24PRK9					
	217-451-873-109	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	Property Tax
	417-451-873-109	\$ 125,000.00	\$ -	\$ -	\$ 125,000.00	Parks Capital
ATHLETIC FIELD RENOVATIONS	Project Code: 24PRK10	\$ 40,000.00	\$ 36,760.00	\$ -	\$ 3,240.00	Property Tax
FRISBEE DISC COURSE	Project Code: 24PRK11	\$ 40,000.00	\$ 25,000.00	\$ 15,000.00	\$ -	Parks Capital
AQUATICS - FACILITY SAFETY EQUIPMENT	Project Code: 24PRK12	\$ 26,000.00	\$ 2,800.00	\$ -	\$ 23,200.00	Replacement Fund
AQUATICS - FEATURES & SIGNAGE	Project Code: 24PRK13	\$ 133,341.00	\$ 25,770.85	\$ 34,822.96	\$ 72,747.19	Replacement Fund
RANGER VEHICLES & SUPPORT ITEMS	Project Code: 24PRK15	\$ 140,000.00	\$ 136,865.85	\$ 186.76	\$ 2,947.39	Replacement Fund

**Project Report -July 2024**

Project Name	Project Code	Budget	Expenses	Encumbrances	Remaining Funds	Funding Source
FURNISHING REPLACEMENTS	Project Code: 24PRK16	\$ 12,700.00	\$ -	\$ -	\$ 12,700.00	Replacement Fund
CONCESSION EQUIPMENT REPLACEMENT	Project Code: 24PRK17	\$ 7,042.00	\$ 738.00	\$ -	\$ 6,304.00	Replacement Fund
MAINTENANCE - VEHICLES & ATTACHMENTS	Project Code: 24PRK18	\$ 107,500.00	\$ -	\$ 107,415.00	\$ 85.00	Replacement Fund
MAINTENANCE - MOWING EQUIPMENT	Project Code: 24PRK19	\$ 141,304.00	\$ 141,303.20	\$ -	\$ 0.80	Replacement Fund
SOFTWARE UPGRADES	Project Code: 24PRK20	\$ -	\$ -	\$ -	\$ -	
PRINTER REPLACEMENT	Project Code: 24PRK21	\$ 8,916.00	\$ 289.99	\$ -	\$ 8,626.01	Replacement Fund
RECREATION EQUIPMENT	Project Code: 24PRK22	\$ 10,200.00	\$ 571.48	\$ -	\$ 9,628.52	Replacement Fund
PC REPLACEMENT	Project Code: 24PRK23	\$ 32,000.00	\$ 15,092.26	\$ 16,764.00	\$ 143.74	Replacement Fund
MEMORIAL HALL FURNISHINGS	Project Code: 24PRK24	\$ 20,500.00	\$ 11,936.22	\$ 8,550.00	\$ 13.78	Replacement Fund
ROOFING PROJECTS	Project Code: 24PRK25	\$ 50,000.00	\$ 29,018.00	\$ 20,982.00	\$ -	Metro
PICNIC TABLE REPLACEMENT	Project Code: 24PRK26	\$ 3,000.00	\$ 2,713.00	\$ -	\$ 287.00	Property Tax
MAINTENANCE FACILITIES IMPROVEMENT	Project Code: 24PRK27	\$ 29,000.00	\$ 26,090.00	\$ 2,240.71	\$ 669.29	Property Tax
TRAILS AND PARKING LOT REHAB	Project Code: 24PRK28	\$ 105,000.00	\$ 104,810.00	\$ 190.00	\$ -	Metro
PLAYGROUND REPLACEMENT	Project Code: 24PRK30					
	217-451-873-109	\$ 3,125.00	\$ 3,125.00	\$ -	\$ -	Property Tax
	417-451-873-109	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	Parks Capital
PARK RESTROOM ADDITIONS	Project Code: 24PRK31	\$ 95,000.00	\$ 73,175.08	\$ 16,544.12	\$ 5,280.80	Metro
FACILITY REPAIRS	Project Code: 24PRK32	\$ 40,000.00	\$ 19,720.66	\$ 3,950.00	\$ 16,329.34	Parks Capital

Project Funding Source Totals						
		Budget	Expenses	Encumbrances	Remaining Amount	
Equipment Replacement Fund	TOTAL	\$ 716,590.89	\$ 412,292.04	\$ 167,738.72	\$ 136,560.13	Replacement Fund
Taxes	TOTAL	\$ 694,838.99	\$ 202,060.26	\$ 24,034.18	\$ 468,744.55	Property Taxes
Metro Parks & Recreation Fund	TOTAL	\$ 628,984.00	\$ 508,804.43	\$ 104,457.77	\$ 15,721.80	Metro
Prop P Parks Capital	TOTAL	\$ 1,406,669.97	\$ 483,704.96	\$ 21,260.00	\$ 901,705.01	Prop P - Parks Capital
Gaming Funds	TOTAL					Gaming
Cash Balance	TOTAL					Cash
<b>TOTAL PROJECTS</b>		\$ 3,447,083.85	\$ 1,606,861.69	\$ 317,490.67	\$ 1,522,731.49	
<b>Capital Sales Tax (Cemetery only)</b>	TOTAL	\$ 51,252.00	\$ 33,518.78	\$ 13,275.16	\$ 4,458.06	
<b>New Park Development Balance</b>		\$ 1,141,729.97	\$ 209,237.35	\$ 62,962.65	\$ 869,529.97	

**JULY Accounts Receivable Report**

<b>2023 Individual</b>			<b>Status</b>
<b>Programs</b>			
Daycamp		\$ 205.00	Certified letters sent; final notice to be sent 7/12
<b>Facility</b>			
<b>2023 TOTAL</b>		<b>\$ 205.00</b>	
<b>2023 Organizations</b>			
<b>Organizations with multiple uses paying monthly, quarterly or by season</b>			
<b>2023 TOTAL</b>		<b>\$ -</b>	
	<b>Total Due</b>	<b>\$ 205.00</b>	
<b>2024 Individual</b>			<b>Status</b>
<b>Programs</b>	<b>Trips</b>	\$ 210.00	
	<b>Aquatic</b>	\$ 160.00	
<b>Daycamp</b>		226.00 700.00	Attendance verified - owe - calling to collect. RecCouncil - will be billed Friday - 7/12/24
<b>Facility</b>			
<b>2024 TOTAL</b>		<b>\$ 1,296.00</b>	
<b>2024 Organizations</b>			
<b>Organizations with multiple uses paying monthly, quarterly or by season</b>			
Wheelers and Dealers		\$ 1,550.00	Have been in contact this week - has been submitted for payment and we should receive soon.
St. Charles Junior Baseball		\$ 1,495.00	Billed 6/10/24
Play 9 Sports		\$ 1,590.00	Billed 5/23/24 (will call for status)
Play 9 Sports		\$ 223.00	Billed 7/9/24
Duchesne High School		\$ 747.00	Billed 6/28/24
St. Charles High School		\$ 1,144.00	Billed 6/18/24
<b>2024 TOTAL</b>		<b>\$ 6,749.00</b>	
	<b>Total Due</b>	<b>\$ 8,250.00</b>	
<p>For balances that are due in RecTrac, there are notes within those households that they have to pay off the balance due before registering for any Park programs, facilities, pool passes, etc. Each household has been locked out of their WebTrac accounts so they have to call the office.</p>			



# 2024 Oak Grove Cemetery Report

01/01/24 - 06/14/24

## Grave Fees

Grave Type	Fee	Quantity	Total
Infants (1.5 feet by 3 feet)	Included in interment fee		
Regular (4 feet by 10 feet)	\$ 1,400.00	14	\$ 19,600.00
Cremation (3 feet by 3 feet)	\$ 800.00	1	\$ 800.00
<b>Total:</b>		15	\$ 20,400.00

## Burial Fees

### Infant's Grave Including Grave Site

Burial Day (Completed before Closing)	Fee	Quantity	Total
Monday - Friday	\$ 680.00	0	\$ -
Saturday	\$ 940.00	0	\$ -
Sunday	\$ 1,200.00	0	\$ -
City Holidays	\$ 1,200.00	0	\$ -
Burial Day (Completed after closing - 3:00P.M.)	Fee	Quantity	Total
Monday - Friday	\$ 940.00	0	\$ -
<b>Total:</b>		0	\$ -

### Infant's Grave on Pre-Owned Grave Site

Burial Day (Completed before Closing)	Fee	Quantity	Total
Monday - Friday	\$ 300.00	0	\$ -
Saturday	\$ 560.00	0	\$ -
Sunday	\$ 830.00	0	\$ -
City Holidays	\$ 830.00	0	\$ -
Burial Day (Completed after closing - 3:00P.M.)	Fee	Quantity	Total
Monday - Friday	\$ 560.00	0	\$ -
<b>Total:</b>		0	\$ -

### Infant's Grave Disinterment

Disinterment (Completed before Closing)	Fee	Quantity	Total
Monday - Friday	\$ 470.00	0	\$ -
<b>Total:</b>		0	\$ -

### Single Depth Grave

<b>Burial Day (Completed before Closing)</b>	<b>Fee</b>	<b>Quantity</b>	<b>Total</b>
Monday - Friday	\$ 1,600.00	10	\$ 16,000.00
Saturday	\$ 1,800.00	5	\$ 9,000.00
Sunday	\$ 2,100.00	0	\$ -
City Holidays	\$ 2,100.00	0	\$ -
<b>Burial Day (Completed after closing - 3:00P.M.)</b>	<b>Fee</b>	<b>Quantity</b>	<b>Total</b>
Monday - Friday	\$ 1,800.00	0	\$ -
<b>Total:</b>		15	\$ 25,000.00

### Single Depth Grave Disinterment

<b>Disinterment (Completed before Closing)</b>	<b>Fee</b>	<b>Quantity</b>	<b>Total</b>
Monday - Friday	\$ 1,800.00	0	\$ -
<b>Total:</b>		0	0

### Double Depth Grave

<b>Burial Day (Completed before Closing)</b>	<b>Fee</b>	<b>Quantity</b>	<b>Total</b>
Monday - Friday	\$ 2,000.00	3	\$ 6,000.00
Saturday	\$ 2,200.00	0	\$ -
Sunday	\$ 2,500.00	0	\$ -
City Holidays	\$ 2,500.00	0	\$ -
<b>Burial Day (Completed after closing - 3:00P.M.)</b>	<b>Fee</b>	<b>Quantity</b>	<b>Total</b>
Monday - Friday	\$ 2,200.00	0	\$ -
<b>Total:</b>		3	\$ 6,000.00

### Double Depth Grave Disinterment

<b>Disinterment (Completed before Closing)</b>	<b>Fee</b>	<b>Quantity</b>	<b>Total</b>
Monday - Friday	\$ 2,200.00	0	\$ -
<b>Total:</b>		0	\$ -

### Cremations without a Service

<b>Burial Day (Completed before Closing)</b>	<b>Fee</b>	<b>Quantity</b>	<b>Total</b>
Monday - Friday	\$ 500.00	6	\$ 3,000.00
Saturday	\$ 850.00	3	\$ 2,480.00
Sunday	\$ 1,100.00	0	\$ -
City Holidays	\$ 1,100.00	0	\$ -
<b>Burial Day (Completed after closing - 3:00P.M.)</b>	<b>Fee</b>	<b>Quantity</b>	<b>Total</b>
Monday - Friday	\$ 850.00	0	\$ -
<b>Total:</b>		9	\$ 5,480.00

### Cremations with a Service

Burial Day (Completed before Closing)	Fee	Quantity	Total
Monday - Friday	\$ 850.00	0	\$ -
Saturday	\$ 1,100.00	0	\$ -
Sunday	\$ 1,650.00	0	\$ -
City Holidays	\$ 1,650.00	0	\$ -
Burial Day (Completed after closing - 3:00P.M.)	Fee	Quantity	Total
Monday - Friday	\$ 1,100.00	0	\$ -
<b>Total:</b>		0	\$ -

### Cremations Disinterment

Disinterment (Completed before Closing)	Fee	Quantity	Total
Monday - Friday	\$ 580.00	0	\$ -
<b>Total:</b>		0	0

### Memorial Trees

Type	Fee	Quantity	Total
Tree	\$ 125.00	0	\$ -
<b>Total:</b>		0	\$ -

### Charitable Burials

Type	Fee	Quantity	Total
Regular Grave Space	\$ 1,400.00	0	\$ -
Single Depth Burial	\$ 1,600.00	0	\$ -
Infant Burial	\$ 680.00	0	\$ -
<b>Total:</b>		0	\$ -

Year End Totals	Quantity	Revenue
Total Grave Sales	14	\$ 19,600.00
Total Cremation Grave Sales	1	\$ 800.00
Total Grave Burials	18	\$ 31,000.00
Total Cremation Burials	9	\$ 5,480.00
<b>Total Income</b>		<b>\$ 56,880.00</b>



**From:** [Maralee Britton](#)  
**To:** "[Jillian Mayhew](#)"; [Dan Borgmeyer](#)  
**Cc:** [Mayor and City Council Members](#)  
**Subject:** RE: Frontier Park  
**Date:** Monday, July 8, 2024 3:01:31 PM

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Good Afternoon Jill,

Thanks for taking a minute to provide suggestions for Frontier Park. Historically when it was built, the park was not intended to have a playground with its purpose open space. As time went on, it became the home to many of the City's larger festivals and the creation of a playground would be in the way. Understanding that times and uses change, it is certainly something I will forward to the Parks and Recreation Board for consideration.

As to the new City Centre Complex and potential addition of a kid friendly area with a playground, I am not familiar with the plans enough to know if this would be a good fit.

We do appreciate your comments and hope you and Poppy are enjoying your adventures in the parks!

**Maralee M. Britton**, CPRP  
Director of Parks and Recreation  
St. Charles Parks and Recreation Department  
636-949-3372

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**From:** Jillian Mayhew <jwm5606@gmail.com>  
**Sent:** Monday, July 8, 2024 11:16 AM  
**To:** Dan Borgmeyer <dan.borgmeyer@stcharlescitymo.gov>  
**Cc:** Maralee Britton <maralee.britton@stcharlesparks.com>; Mayor and City Council Members <CityCouncilMembers@stcharlescitymo.gov>  
**Subject:** Re: Frontier Park

Thank you for passing this along!

If this is something the city is open to considering, I'm happy to dedicate time to researching funding options and researching prices etc. However I can help, I'll try(:

Hope everyone has a nice day despite the storms,  
Jill

On Jul 8, 2024, at 9:35 AM, Dan Borgmeyer  
<[dan.borgmeyer@stcharlescitymo.gov](mailto:dan.borgmeyer@stcharlescitymo.gov)> wrote:

Sharing for your consideration

MD

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**From:** Jillian Mayhew <[jwm5606@gmail.com](mailto:jwm5606@gmail.com)>

**Sent:** Sunday, July 7, 2024 5:14 PM

**To:** Dan Borgmeyer <[Dan.Borgmeyer@stcharlescitemo.gov](mailto:Dan.Borgmeyer@stcharlescitemo.gov)>

**Subject:** Frontier Park

CAUTION: This email originated from outside of the City of Saint Charles. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening, Mr. Borgmeyer,

While doing our morning walk, we were discussing how amazing it would be to have a kid friendly section in frontier park. There are so many festivals and special events down there that bring in business. As someone who lives a couple blocks away, we do our morning walk down there every day. I imagine as our baby gets older, just going on walks won't be as enticing. We looked up kid friendly parks (with a swing set and slides, etc.) and couldn't find any within the historic district.

Are there any within walking distance that you know of? That could be a great way to get some more business into the area (families going on walks, stopping for a coffee or snack and going to playground).

I know prop c just got a whole lot of funding for a rec complex. Would a kid friendly area maybe be a part of that? Or could a swingset area be considered, maybe by the pavilion and bathrooms?

Just a thought from our morning walk about how to continue to improve our hometown.

Hope you have a good start to your week,  
Jill & Poppy  
<image0.jpeg>

**From:** [kathy johnson](#)  
**To:** [Maralee Britton](#)  
**Date:** Wednesday, July 10, 2024 5:57:08 PM

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My husband plays at Kiwanis park. I and several others had no faith in playing tonight after all the rain. The park was clean and dry. The fields dry and drug perfectly

Thanks to whoever did the job.

**From:** St. Charles Parks and Recreation <[info@stcharlesparks.com](mailto:info@stcharlesparks.com)>

**Sent:** Sunday, July 7, 2024 2:27 PM

**To:** info <[info@stcharlesparks.com](mailto:info@stcharlesparks.com)>

**Subject:** Contact Us Form submitted on St. Charles Parks and Recreation

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**Name** Abigail

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**Email**

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**Questions or comments** I was at Blanchette Pool on Sunday between 12-2 p.m. I sought help from Vivian, a pool supervisor; and following my interaction with her wanted to find a way to submit a shout out for her service. She was not only friendly and kind, but willing to help me find a swim jacket that fit my child. It was our very first time at a pool, had left our own puddle jumper at home and were nervous about making sure he would be kept safe in the water. She tested various sizes with us to ensure a proper fit and made me feel so much better about have a jacket for him. I just really appreciated her care and kindness this afternoon. I helped create the most quintessential summer afternoon for our family. Thank you, Vivian! Please make sure this is used for your department's recognition or shoutout program.

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**From:** [Daniel](#)  
**To:** [info](#)  
**Cc:** [Maralee Britton](#)  
**Subject:** Thank You! Compliment for Parks Staff Member  
**Date:** Saturday, June 22, 2024 6:49:04 PM

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Hello,

Our family was visiting St. Louis from Ohio this past week and ended up in St. Charles - it is such a great small town and we enjoyed checking out the Main Street area and the parks. On our last morning there, we decided to head down to the Katy State Park area and were enjoying the nature and getting our kids some exercise before getting on the road for a long drive.

As the kids were running around, we met Seth, who I believe is a maintenance worker with your park system. He was so incredibly friendly and helpful and talked with my [very chatty] 6 year old about everything from eagles to the Great Flood to local history. He helped highlight a few spots along the river that we should check out before we left and was just the nicest person who took time out of his day to chat with us. We learned a lot from him and he made our day so much brighter.

We met so many kind people in St. Charles and were blown away by the great amenities your city has and were hoping you would be able to pass along our thanks to Seth and also this picture (attached) that my 6 year old requested he take with her before we left.

If I'm sending this to the wrong place or the wrong department that Seth works for, no sweat, just know that your city is very awesome!

Take care,

-Daniel

