

ST. CHARLES PARK & RECREATION BOARD
Work Session Final Agenda
October 2, 2024 - 6:00PM
American Legion Room in Memorial Hall, Blanchette Park

Notes: * Indicates Item Needing Formal Action
** Indicates a Closed Session Topic Known to be Scheduled
*** Indicates Roll Call Vote
Wording (hi-lighted) 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. Discussion of Wapelhorst Park Ball Diamond Complex.
5. Consideration for approval of a License Access Agreement with Jovial, LLC to install a ground monitoring well at the Eco Park Trailhead*
- 6. Budget Amendment #3, 2024 for Consideration of Approval***
7. Adopt a Park (Board Member observations pertinent to facilities, programs and services within the System)
8. Closed Session (As 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)
9. Adjournment

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

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

Posted by: _____ Date: _____ Time: _____

St. Charles Parks and Recreation Board

MEMORANDUM

Date: September 25, 2024
From: Chris Atkinson, Assistant Director
RE: Wapelhorst Ball Diamond Complex Discussion

Summary:

For the purposes of the Board's interest and providing some direction, staff will be reviewing research to date for improvements to the Wapelhorst Park Ball Field Complex.

Wapelhorst Park is home to the only 4 field "wagon wheel" complex in the parks system. The facility since it was built in phases in the early-mid 1990's and has been upgraded several times (infields, fencing, concession stand, restrooms) over the years since then with the biggest improvement being the field lighting which upgraded to state of the art LED lighting as part of the Prop P projects back in 2017-2018. Currently the 4 fields have engineered soil infields that utilize expensive products and take a lot of material and labor to maintain. These fields need to be repaired, dragged, irrigated and lined daily for leagues and tournaments.

The complex currently is home to the departments slow pitch men's and co-ed softball leagues during the week and then historically home to USSSA girls fast pitch softball tournaments. Those weekend tournaments have had usage of the facility on Friday evening, all day Saturday and until 3:00pm on Sunday since our slow pitch men's league begins games at 4:30pm on Sunday evening. (Which has been an issue for tournament hosts). Those 4 fields are also used for our very successful youth T-Ball Program.

Over the last 5-6 years there has been a decline in the number of teams signing up for our leagues and the number of tournaments hosted at the facility. With the number of tournaments, we hosted in 2024 making a large decline due to the tournaments partnering and moving to other cities who have artificial turf fields. (See Exhibit A & B). In addition to less tournament games/smaller tournaments being hosted at the complex, the direct effect is less concession revenue also.

Similar to the trend in soccer from 10-15 years ago, it seems the preference and almost the expectation now is to be playing tournament games on artificial turf as the games are unlikely to be rained out.

From staff talking to the slow pitch league players they would appreciate the ability to play on artificial turf.

For the last several years staff have been talking to various artificial turf installers and we have some current pricing on what it would cost to upgrade mainly the fields but also other amenities at the complex to make the complex a high end tournament facility.

Some things to consider/discuss-

Artificial Turf Costs and Maintenance

The cost to upgrade the 4 infields only is estimated at \$1,300,000. (See Exhibit C)
The cost to upgrade the all 4 fields infield and outfield is estimated at \$3,500,000. (See Exhibit D)
On both options, the infields are set to handle 90’ base paths which allow all age groups and both baseball and softball to utilize them.
Additional improvements (additional fencing, batting cages, windscreens, dugouts, spectator bleachers, portable mounds etc.) is estimated at \$500,000-\$600,000.
Time line to install all 4 fields is 12 weeks (weather permitting).
The warranty/life of artificial turf is 10 years.
Full turf replacement cost is 50% of initial install cost.
Artificial turf is not maintenance free. It does require some maintenance (grooming of turf).
However, it is less than the daily maintenance of dirt infields (irrigation, dragging, hole repair, lining etc.)

Infield Turf	Infield & Outfield Turf	Additional Improvements	Equipment (Groomer/sweeper)	Total
\$1,300,000		\$600,000	\$15,000	\$1,915,000
	\$3,500,000	\$600,000	\$15,000	\$4,115,000

Partnerships/Lease Agreement

Other local cities have partnered with a softball/baseball provider who would be the host of the weekend tournaments and could possibly assist in capital costs for adding artificial turf.
Currently, these providers have partnered with the City’s of Chesterfield, Ellisville, Edwardsville, Eureka. The City of O’Fallon, MO and Bridgeton, MO are currently discussing upgrading some of their fields to artificial turf in 2026.

Sponsorships and Naming Rights

There are several municipal departments who have allowed naming rights on the complex and individual fields. The City of Liberty and Lees Summit, MO are probably the best example of this with their complexes.

Staff feel we are at a point with the operation of the Wapelhorst Ball Diamond Complex where remaining with the status quo (dirt infields) we will continue to see reduced numbers of teams/tournaments playing at the facility.

Possible capital funding options and operational revenue/expense forecasts as well as other benefits (Sports Tourism \$\$\$ - Hotel stays, eating at restaurants etc.) are currently being researched and collected by staff for further discussions.

EXHIBIT A

Sotfball Tournament Comparison 2017 to 2024

Year	Number of Tournaments	Number of Games	Tournament Fees	Concession Sales	Total Revenue	Full Rainouts	Partial Rainouts
2017	19	1047	\$14,603.00	\$86,199.00	\$100,802.00	2	3
2018	19	875	\$15,012.00	\$78,265.00	\$93,277.00	4	3
2019	21	1028	\$19,596.00	\$118,946.00	\$138,542.00	5	9
2020	17	1075	\$21,601.00	\$107,565.00	\$129,166.00	6***	2
2021	19	782	\$16,941.00	\$79,703.00	\$96,644.00	1	1
2022	14	475	\$14,983.00	\$54,520.00	\$69,503.00	0	2
2023	20	652	\$20,764.00	\$79,052.00	\$99,816.00	2	7
2024**	6	185	\$6,265.00	\$27,363.00	\$33,628.00	3	4

*Tournament Fees include... Field preparation, Per game fees, Lights, Drying agents (if needed), and Vendor Fees

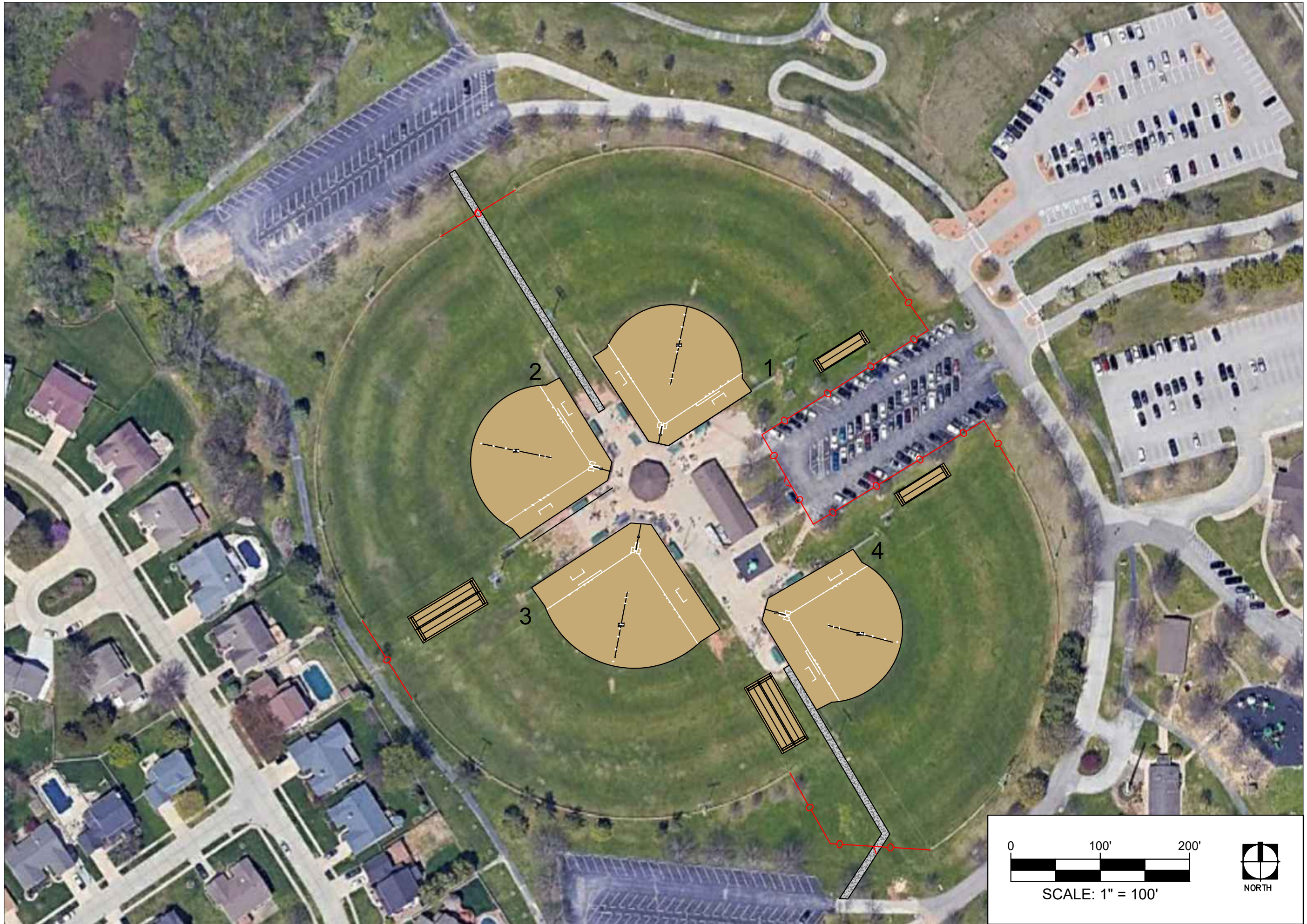
**We expect 2 more mens tournaments to use the facility still in 2024.

*** Covid

Softball League Participation Comparison 2019 to 2024

Year	Fee	Spring			Summer			Fall			Total		
		Available Slots	Teams	Income	Available Slots	Teams	Income	Available Slots	Teams	Income	Available Slots	Teams	Income
2019	\$420 - \$484	116	108	\$45,918.50	124	111	\$52,382.10	124	89	\$ 38,501.00	364	308	\$136,801.60
2020	\$440 - \$460	58	33	\$3,300.00	96	98	\$44,580.00	104	98	\$ 44,600.00	258	229	\$92,480.00
2021	\$450 - \$470	104	103	\$47,910.00	104	104	\$48,360.00	104	99	\$ 46,030.00	312	306	\$142,300.00
2022	\$450 - \$470	104	92	\$42,800.00	104	103	\$47,910.00	104	88	\$ 40,920.00	312	283	\$131,630.00
2023	\$460 - \$480	104	77	\$36,540.00	104	98	\$46,440.00	104	75	\$ 35,400.00	312	250	\$118,380.00
2024	\$460 - \$480	104	80	\$37,960.00	104	93	\$44,060.00	104	79	\$ 37,440.00	312	252	\$119,460.00

Small tournament after COVID Teams Paid \$100



**Byrne & Jones
CONSTRUCTION**
13940 St. Charles Rock Rd.
St. Louis, Missouri 63044
(314) 567-7997
www.byrneandjones.com

ASPHALT | CONCRETE | STABILIZATION | MICROSURFACING | SPORTS

**AMERICAN
SPORTS BUILDERS
ASSOCIATION**

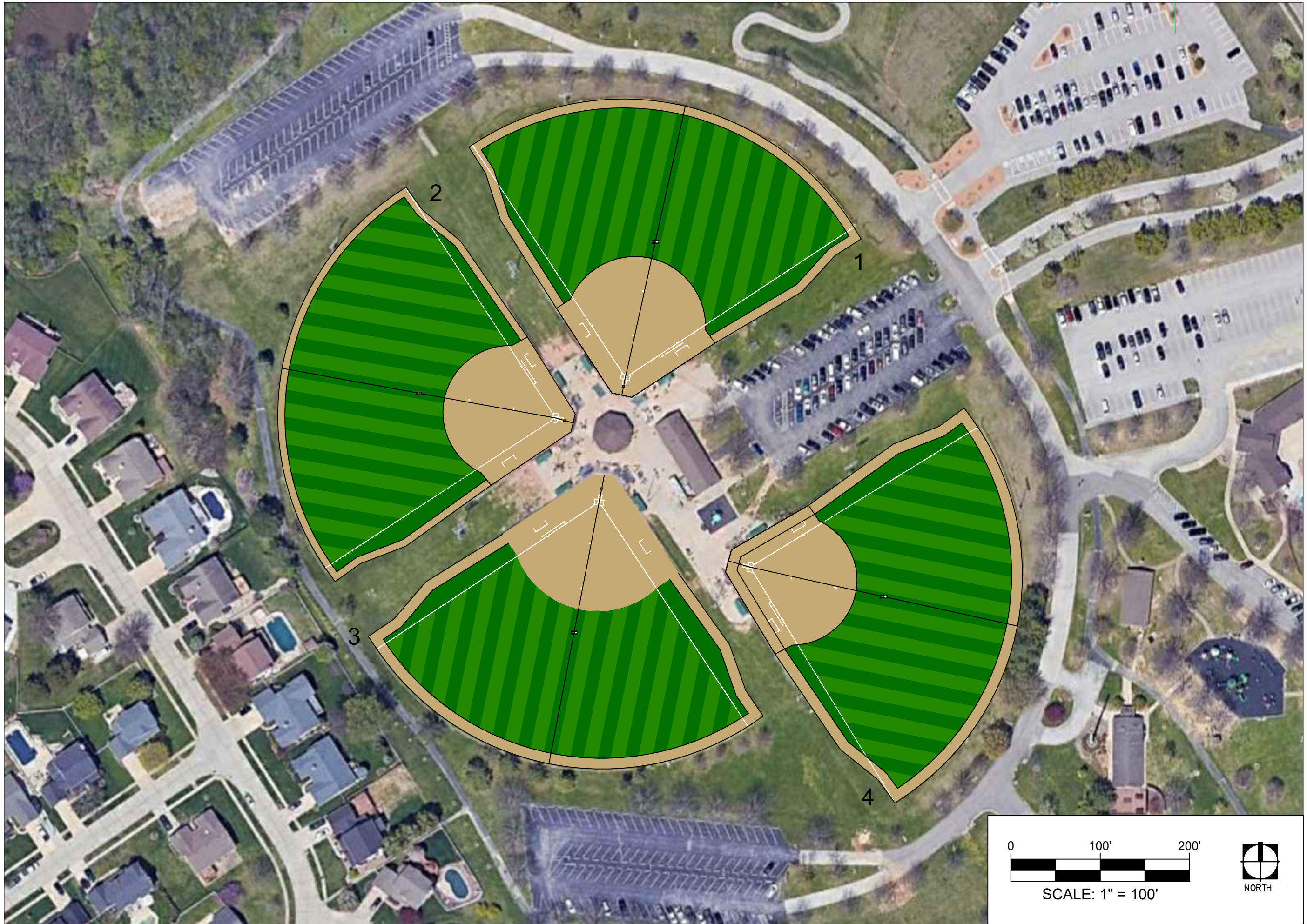
MEMBER

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**WAPELHORST PARK
ATHLETIC IMPROVEMENTS
ST. CHARLES, MO
SITE LAYOUT**

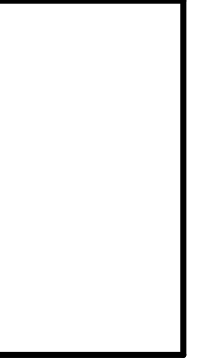
JOB #: #####
DATE: 09-19-24
DRAWN BY:
KMN

SHEET
C1.0



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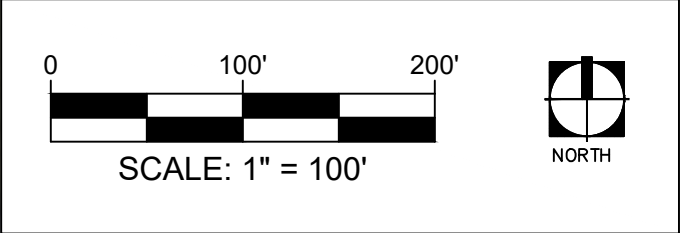


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**WAPELHORST PARK
ATHLETIC IMPROVEMENTS
ST. CHARLES, MO
SITE LAYOUT**

JOB #: #####
DATE: 10-27-2023
DRAWN BY:
KMN

SHEET
C1.0



St. Charles Parks and Recreation Board

MEMORANDUM

Date: September 27, 2024

From: Maralee M. Britton, Director

RE: License Access Agreement with Jovial, LLC at the Eco Park Trailhead

Summary:

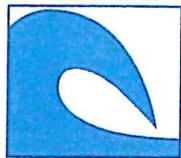
Property owner of 1801 N. 2nd Street, Andy Stark of Jovial, LLC, has requested the installation of a monitoring well in the Eco Park Trailhead. Mr. Stark's plans for the property is a food truck court and in his planning of the site received a recommendation from the Missouri Department of Natural Resources monitoring wells be installed on his property and one within the park. His property formerly had petroleum under ground storage tanks and requests monitoring to investigate the extent of soil and groundwater impact as a result of the storage tanks.

This is a voluntary license agreement and not mandated at this point by Missouri DNR. Request letter and additional information attached, Exhibit A. Location in the park highlighted as PMW-110 on page 4.

The Legal Department has prepared a License Access Agreement, attached as Exhibit B, defining the terms of the conditions. As this is voluntary, we reserve the right to have the well removed with 60 days' written notice. Documentation of the samples will also be provided for our awareness.

The monitoring well will be flush to the ground and placed in grass at the south west quadrant of the park near Wilkinson Street and not interfere with any park amenities or operations. Map and example monitoring well attached, Exhibit C.

Favorable consideration is requested for the license access agreement with Jovial, LLC.



Landmark Environmental
Associates, Inc.

119 First Capitol Drive
St. Charles, MO 63301

Tel. (636) 443-0008
Fax (636) 916-3717

September 18, 2024

City of St. Charles
Parks & Recreation Department
1900 Randolph Street
St. Charles, MO 63301

Re: Property access agreement to perform environmental work at Eco Park 1802 N. 2nd Street, St. Charles, MO 63301

Ms. Maralee Britton:

Thank you for taking the opportunity to meet with Andy Stark and myself regarding the installation of one monitoring well at the property designated as Eco Park located at 1802 N. 2nd Street. The purpose of this letter is to request permission to collect soil and groundwater sample(s) from one (1) location at the property referenced above. A Site Figure is provided in Attachment 1.

Landmark Environmental Associates, Inc. (Landmark) has been retained by Jovial, LLC to perform environmental assessment activities to obtain closure from the Missouri Department of Natural Resources (MDNR) for a release (MDNR release #009780) of petroleum from Underground Storage Tanks (USTs) at the former petroleum marketing facility located at 1801 N. 2nd Street, St. Charles, MO 63301. The current MDNR Missouri Risk Based Corrective Action (MRBCA) cleanup guidance document requires us to investigate the extent of soil and groundwater impact as a result of the petroleum release. Based on the results of data previously collected at the site, the MDNR has requested Jovial LLC to continue investigation to the east. A letter dated June 18, 2024 received from MDNR is provided as Attachment 2. As a result, Landmark requests permission to investigate your property.

Landmark requests permission to collect soil sample(s) from one location on your property. After the soil sampling is completed, the proposed soil boring would be converted into a 2" permanent groundwater monitoring well. The groundwater monitoring well would be completed with flush-mounted, 12" diameter steel covers that will be installed flush to the ground. It is similar in size to a water main valve shut off. A typical monitoring well diagram is provided in Attachment 3.

The approximate location of the soil boring/monitoring well is shown on the attached map as PMW-110 (near the southwest corner of the property identified as 1802 N. 2nd Street). The location shown is approximate and subject to minor changes, based upon existing utilities and/or input from you. Soil sampling takes about three (3) hours to complete and the groundwater monitoring well installation generally takes about three (3) hours to complete. Landmark will coordinate the work based upon the requirement of any occupants of the property.

Following the well installation, access to the wells would be required on a quarterly basis or as directed by MDNR, in order to collect groundwater samples. At the end of the monitoring period, as determined by the MDNR, Landmark will permanently abandon the wells. After the MDNR determines that No Further

Action is warranted at the site, monitoring wells would be removed, and the boreholes will be abandoned according to the Missouri Department of Geology and Land Survey rules and regulations pertaining to the proper plugging and abandonment of monitoring wells. The ground surface would be restored to as near original condition as possible.

Costs associated with the activities described above will be the responsibility of others.


Please respond to this request within 30 calendar days by signing below indicating that you "Grant" access if in agreement. If you require additional information, please advise.

If you have questions regarding this request, please feel free to contact me at (636) 443-0008. Thank you for your time and consideration.

Access Granted By: _____ Date: _____

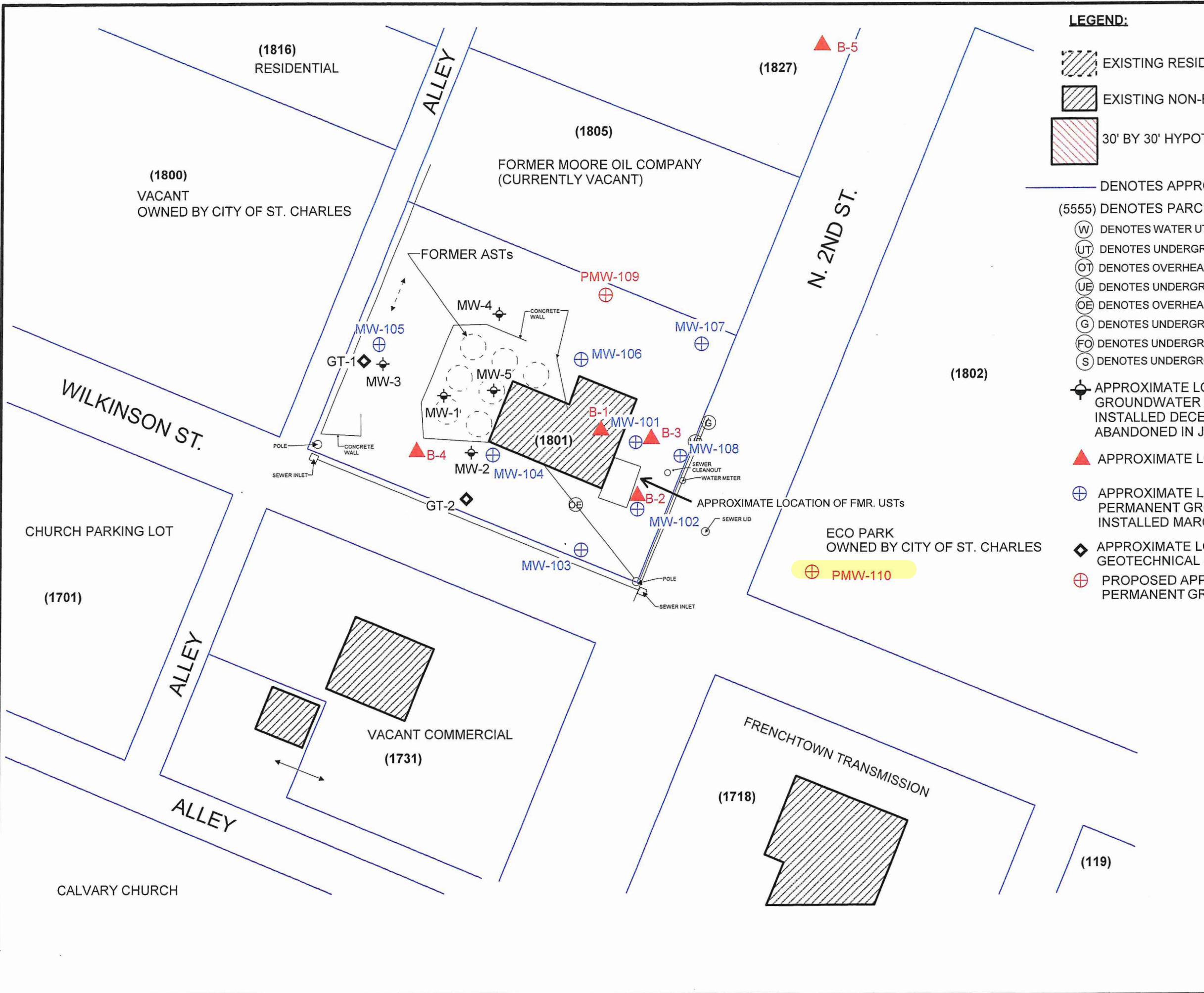
Best phone number to be reached at: _____

Sincerely,
Landmark Environmental Associates, Inc.


Chris Macdonald, R.G.
President

cc: Andy Stark, Jovial LLC
Eric Hoyle, Missouri Department of Natural Resources
Kaly Erwin, Petroleum Storage Tank Insurance Fund

ATTACHMENT 1
SITE MAP



LEGEND:

- EXISTING RESIDENTIAL BUILDINGS
- EXISTING NON-RESIDENTIAL BUILDINGS
- 30' BY 30' HYPOTHETICAL STRUCTURE

— DENOTES APPROXIMATE PARCEL BOUNDARY.
 (5555) DENOTES PARCEL/PROPERTY ADDRESS (IF AVAILABLE)

- (W) DENOTES WATER UTILITY
- (UT) DENOTES UNDERGROUND TELEPHONE UTILITY
- (OT) DENOTES OVERHEAD TELEPHONE UTILITY
- (UE) DENOTES UNDERGROUND ELECTRIC UTILITY
- (OE) DENOTES OVERHEAD ELECTRIC UTILITY
- (G) DENOTES UNDERGROUND GAS UTILITY
- (FO) DENOTES UNDERGROUND FIBER OPTIC UTILITY
- (S) DENOTES UNDERGROUND SEWER UTILITY

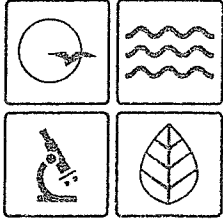
- APPROXIMATE LOCATION OF SOIL BORING/PERMANENT GROUNDWATER MONITORING WELL LOCATION INSTALLED DECEMBER 2011 (MW-1 THROUGH MW-5) ABANDONED IN JANUARY 2013
- APPROXIMATE LOCATION OF SCI SOIL BORINGS 4/18/2023
- APPROXIMATE LOCATION OF SOIL BORING/PERMANENT GROUNDWATER MONITORING WELL INSTALLED MARCH 2024
- APPROXIMATE LOCATION OF GEOTECHNICAL SOIL BORING (< 10' BGS) INSTALLED MARCH 2024
- PROPOSED APPROXIMATE LOCATION OF SOIL BORING/PERMANENT GROUNDWATER MONITORING WELL

NOTE: DRAWING WAS CREATED USING INFORMATION PROVIDED BY OTHERS. LANDMARK ENVIRONMENTAL ASSOCIATES, INC. INDEMNIFIES ITSELF FROM ERRORS AND OMISSIONS ARISING THERE FROM.
 NOTE: UTILITIES ARE APPROXIMATE LOCATIONS, ACTUAL LOCATIONS MAY VARY. SOME UTILITIES MAY NOT BE SHOWN.



	LANDMARK ENVIRONMENTAL ASSOCIATES, INC. 119 FIRST CAPITOL DR., ST. CHARLES, MO 63301	
	FIGURE 1 SITE FIGURE MOORE OIL COMPANY 1801 N. 2ND ST., ST. CHARLES CITY, ST. CHARLES COUNTY, MO 63301	
SIZE B	DATE: 8-9-23	DRAWING NO:
SCALE: 1"= 40'	DO NOT SCALE DRAWING	PAGE 4 SHEET 1 OF 1

ATTACHMENT 2
MDNR LETTER DATED JUNE 18, 2024



MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

Michael L. Parson
Governor

Dru Buntin
Director

JUN 18 2024

Andrew Stark
Jovial, LLC
2412 Rhone Parkway
St. Charles, MO 63301

RECEIVED JUN 21 2024

RE: Former Moore Oil Company, 1801 North Second Street, St. Charles, St. Charles County,
MO – ST0019444, R009780

Dear Andrew Stark:

The Missouri Department of Natural Resources' Environmental Remediation Program, Tanks Section, has reviewed Work Plan for Additional Site Characterization dated May 30, 2024, submitted by Landmark Environmental Associates, Inc. for the above referenced facility. This report was received in our office on June 4, 2024.

The submitted work plan details a total of eight monitoring wells have been installed for the delineation of soil and groundwater impact. It is reported that a review of the soil and groundwater data indicates that the extent of impact has not been fully assessed to the north and east. In order to complete site characterization activities, two additional borings that will be completed as groundwater monitoring wells have been proposed in the work plan. During boring activities soil samples will be collected and then each boring will be completed as a monitoring well. Following installation of the monitoring wells, all monitoring wells associated with the site will be sampled. The department approves of the site characterization activities proposed within the work plan as written with the following comments:

- Please ensure that soil samples are collected in accordance with Section 5.8.2 of the Missouri Risk-Based Corrective Action (MRBCA) guidance.
- Please ensure that groundwater samples are collected in accordance with Section 5.9.2 of the MRBCA guidance.

Within 90 days from the date of this letter, please submit a report of the complete site characterization activities.

The file for this site is maintained by the Department's Environmental Remediation Program, located at 1730 East Elm Street, Jefferson City, Missouri 65101. To view this file or obtain copies, please visit our website for additional information at: <https://dnr.mo.gov/open-records-sunshine-law-requests>.

Andrew Stark
Page 2

Please direct questions regarding the Petroleum Storage Tank Insurance Fund to the Fund Administrator at 573-761-4060 or 800-765-2765.

Thank you for your efforts to comply with Missouri's Underground Storage Tank Laws and Regulations. If you have questions regarding this letter, you may contact me at the Environmental Remediation Program, P.O. Box 176, Jefferson City, Missouri 65102-0176, by phone at 573-526-8914, or by email at Eric.Hoyle@dnr.mo.gov.

Sincerely,

ENVIRONMENTAL REMEDIATION PROGRAM



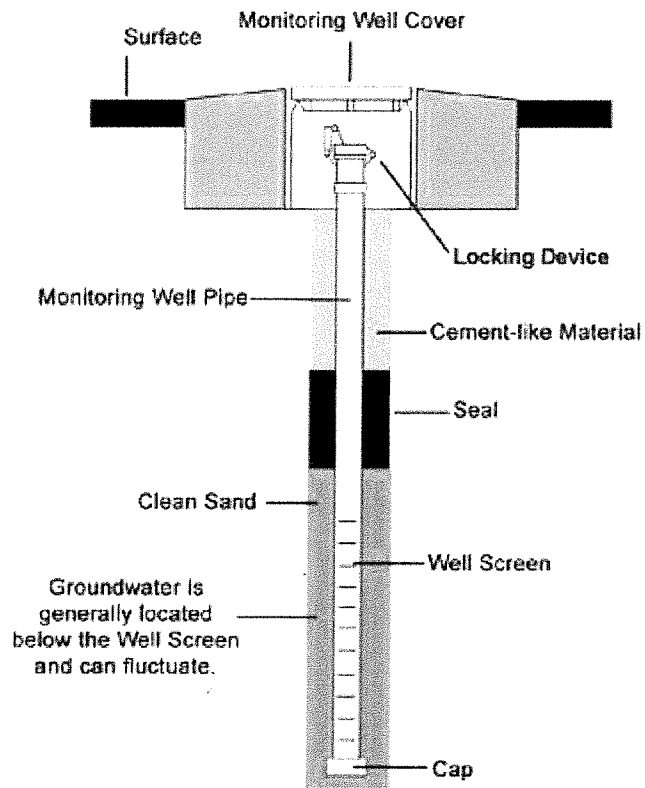
Eric Hoyle, Environmental Program Analyst
Closure, Release & Investigation Unit

EH:ph

c: Chris MacDonald, R.G., Landmark Environmental Associates, Inc.
Petroleum Storage Tank Insurance Fund

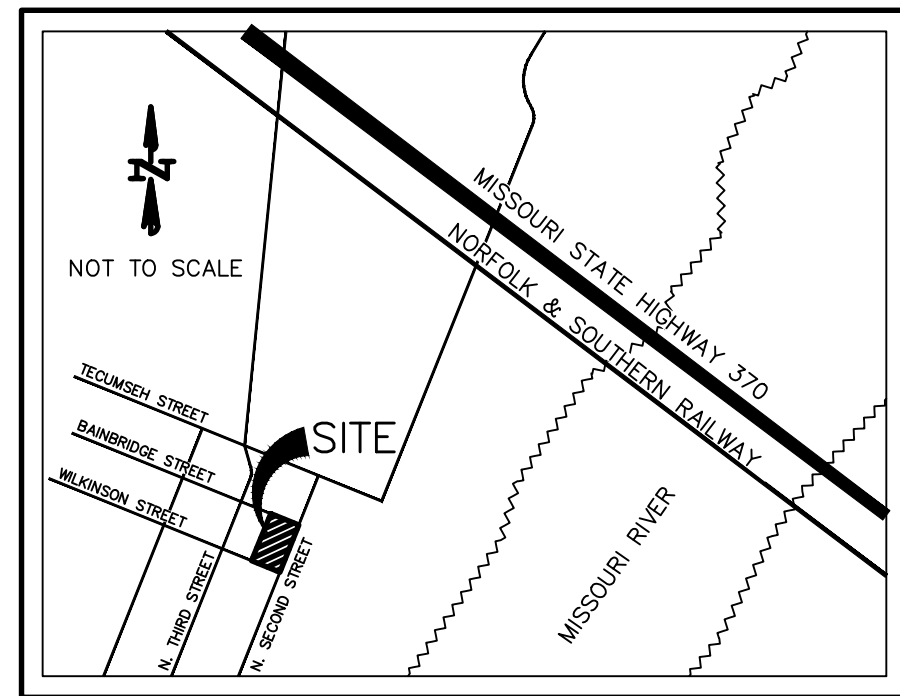
ATTACHMENT 3
MONITORING WELL DIAGRAM

MONITORING WELL DIAGRAM



A SITE PLAN FOR A FOOD TRUCK VENUE

A TRACT OF LAND BEING
ADJUSTED LOT A AND B OF
"1801, 1805 AND 1827 NORTH SECOND STREET"
RECORD PLAT DOCUMENT NO. 2024R-01216 PART OF THE EAST HALF OF
CITY BLOCK 52 OF THE CITY OF ST. CHARLES
ST. CHARLES COUNTY, MISSOURI



Location Map

Landscape Legend			
	QTY. (4) RED MAPLE	ACER RUBRUM	MINIMUM HEIGHT 40'
	QTY. (11) EASTERN WHITE PINE	PINUS STROBUS	MINIMUM HEIGHT 50'

ALL SHRUBS SHALL BE A MINIMUM OF 18 INCHES IN HEIGHT AT TIME OF PLANTING. ALL SHADE TREES SHALL BE A MINIMUM CALIPER OF 2.5 INCHES MEASURED 1 FOOT ABOVE GRADE. LANDSCAPING AS DEPICTED IS SUBJECT TO FINAL DESIGN BY A QUALIFIED LANDSCAPE DESIGNER.

Development Notes:

- THIS PROPERTY IS A PART OF THE PROPERTY REFERENCED AS:
PARCEL I.D. NUMBER 6-006D-B052-00-0006.0000000, 6-006D-B052-00-0007.0000000, 6-006D-B052-00-0008.0000000, 6-006D-B052-00-0001.0000000
- AREA OF TRACT: 0.63 ACRES
- ADDRESS OF SITE: 1801 NORTH SECOND STREET
ST. CHARLES, MO 63301
- OWNER: JOVAL LLC
2412 RHONE PARKWAY
ST. CHARLES, MO 63301
- EXISTING ZONING: FD FRENCHTOWN DISTRICT
FPD FRENCHTOWN PRESERVATION DISTRICT
- PROPOSED USE: FOOD TRUCK VENUE
HOURS OF OPERATION: 4PM-10PM DAILY
- BUILDING SETBACKS: FRONT = 10 FEET
SIDE = NONE
REAR = NONE
- THIS PROPERTY IS SERVED BY THE FOLLOWING UTILITIES:
AMEREN MISSOURI ELECTRIC 636-359-8201
AIT DISTRIBUTION 636-949-4230
CHARTER COMMUNICATIONS 636-441-7737
SPIRE INCORPORATED 636-978-2263
CITY OF ST. CHARLES FIRE DEPT 636-949-3250
CITY OF ST. CHARLES SEWERS 636-949-3237
CITY OF ST. CHARLES WATER 636-949-3366
- TO DETERMINE THE LOCATION OF FLOOD DESIGNATIONS AND BOUNDARIES, WE DETERMINED THE HORIZONTAL LOCATION OF THIS TRACT OF LAND BY SCALING THE FOLLOWING FLOOD INSURANCE RATE MAP (FIRM): CITY OF ST. CHARLES, MISSOURI AND INCORPORATED AREAS, MAP NUMBER 29183C0286G, WITH AN EFFECTIVE DATE OF JANUARY 20, 2016.

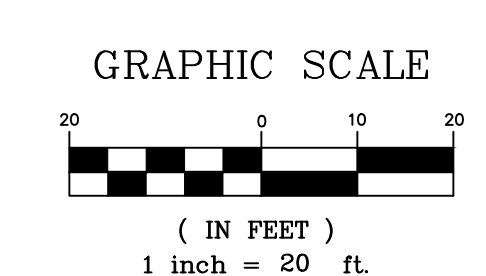
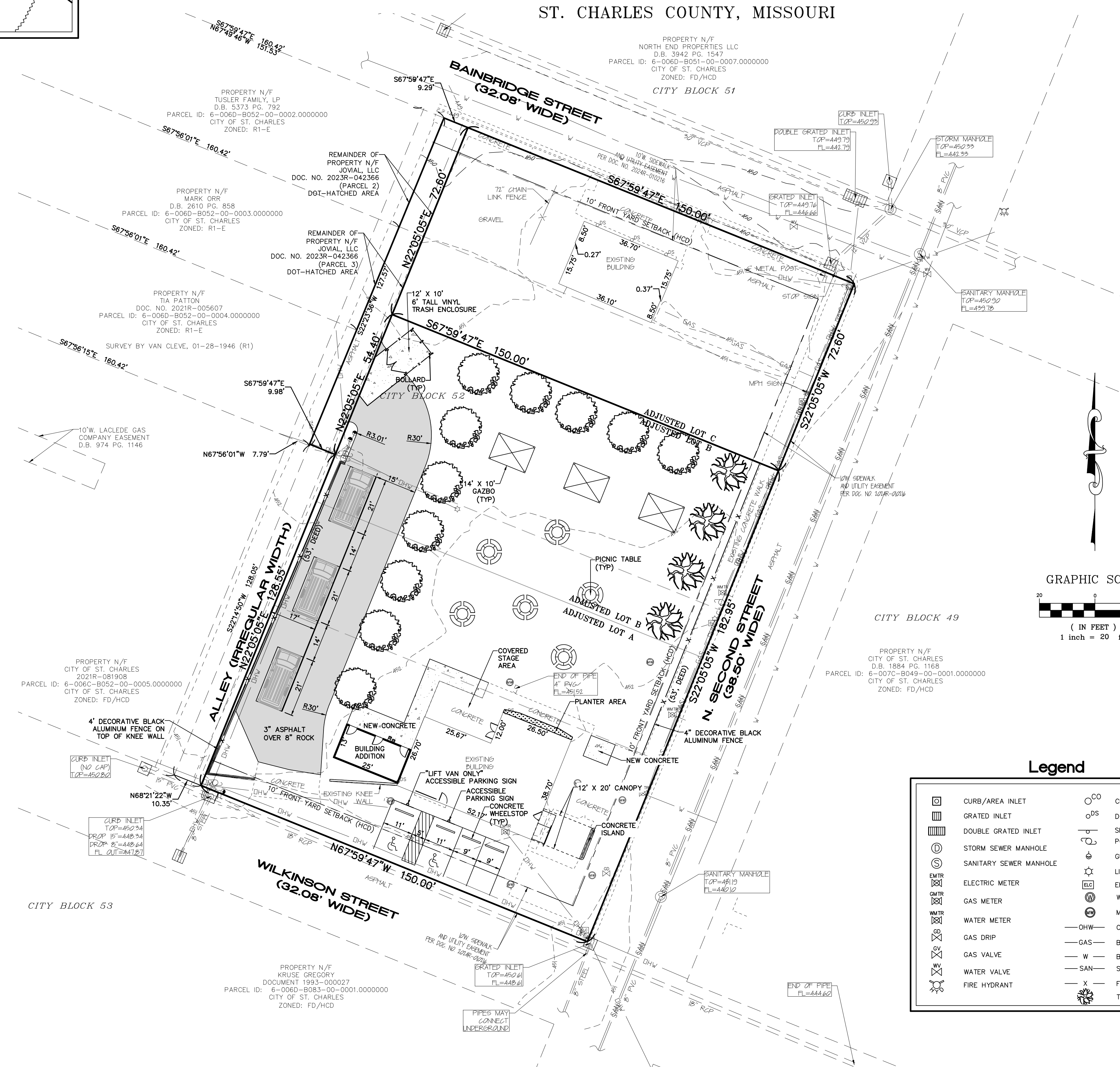
COMMUNITY: CITY OF ST. CHARLES
NUMBER: 290318
PANEL: 0286
SUFFIX: G

BY EXPRESS REFERENCE TO THIS MAP AND ITS LEGEND, THIS TRACT OF LAND IS INDICATED TO BE WITHIN THE FOLLOWING ZONES:
• ZONE AE - SPECIAL FLOOD HAZARD AREAS (SFHAS) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD.

THE EVALUATION PROVIDED IN THIS NOTE IS RESTRICTED TO SIMPLY INDICATING THE APPARENT HORIZONTAL LOCATION OF THE PROPERTY WITH RESPECT TO THE FEATURES DISPLAYED ON THE MAP. NO FIELD STUDY OF THE DRAINAGE CHARACTERISTICS TO WHICH THIS PROPERTY MAY BE SUBJECT TO HAS BEEN CONDUCTED AND NO REPRESENTATION CONCERNING THE INSURABILITY OF THIS PROPERTY OR THE POTENTIAL SUSCEPTIBILITY OF THIS PROPERTY TO FLOODING HAS BEEN MADE. BAX ENGINEERING MAKES NO REPRESENTATION CONCERNING THE ACCURACY OF THE ABOVE REFERENCED FIRM MAP WHICH INCLUDES A NOTE THAT "THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT DOES NOT NECESSARILY IDENTIFY ALL AREA SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE."

THIS FLOOD ZONE DETERMINATION AND THE FLOOD ZONE LIMITS SHOWN HEREON, IF ANY, WERE MADE USING FEMA INFORMATION WHICH WAS AVAILABLE ON THIS DATE.

100 YEAR BASE FLOOD ELEVATION = 453.00'
- LOT COVERAGE CALCULATIONS:
TOTAL AREA = 27,484 SQ. FT. (0.63 ACRES)
BUILDINGS = 2,036 SQ. FT. = 7%
PAVEMENT = 12,409 SQ. FT. = 45%
GREEN SPACE = 13,039 SQ. FT. = 48%
- A MISSOURI REGISTERED LANDSCAPE ARCHITECT OR ARBORIST IS REQUIRED TO SIGN AND SEAL THE LANDSCAPE PLAN IF NATIVE DROUGHT-RESISTANT PLANTINGS ARE PROPOSED.
- IT IS REQUESTED TO ALLOW THE USE OF 6" VINYL FENCE AND GATE FOR THE TRASH ENCLOSURE AS ALLOWED PER CITY CODE 400.965.B.4.b
- THESE PLANS ARE PRELIMINARY AND NOT FOR CONSTRUCTION.



Legend			
	CURB/AREA INLET		CLEANOUT
	GRATED INLET		DOWNSPOUT
	DOUBLE GRATED INLET		SIGN
	STORM SEWER MANHOLE		POWER POLE
	SANITARY SEWER MANHOLE		GUY WIRE
	ELECTRIC METER		LIGHT STANDARD
	GAS METER		ELECTRIC VAULT
	WATER METER		WATER WELL
	GAS DRIP		MONITORING WELL
	GAS VALVE		OVERHEAD UTILITIES
	WATER VALVE		BURIED GAS
	FIRE HYDRANT		BURIED WATER
			SANITARY SEWER
			FENCE LINE
			TREE

Sheet Index	
C1	SITE PLAN
C2	SURVEY
C3	DETAILS

A SITE PLAN FOR A
FOOD TRUCK VENUE
1801 NORTH SECOND STREET
ST. CHARLES, MO 63301

**ENGINEERING
PLANNING
SURVEYING**

221 Point West Blvd.
St. Charles, MO 63301
636-928-5552
FAX 928-1718

Box Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering #000655
Missouri State Certificate of Authority
Surveying #000144

REVISIONS	

DISCLAIMER OF RESPONSIBILITY
I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey other than those authenticated by my seal.

Larry D. Walker
Civil Engineer
Engineers License No. 2007020343

08-06-24	DATE
24-19211	PROJECT NUMBER
19211PRE.DWG	FILE NAME
RKC	RKC
DRAWN	DRAWN
RKC LDW	RKC LDW
DESIGNED	CHECKED

SITE PLAN

C-1

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE THEIR LOCATIONS SHALL BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATION OF THE LOCATION OF ALL UNDERGROUND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION OF THE IMPROVEMENTS.

LICENSE ACCESS AGREEMENT

THIS LICENSE ACCESS AGREEMENT (“**Agreement**”) is effective as of the date last signed below by and between the City of Saint Charles, Missouri, a Missouri charter city, having an office at 200 N. Second Street, St. Charles, Missouri 63301 (“**Licensor**” or “**City**”) and Jovial, LLC, a Missouri limited liability company, having its principal office at 2412 Rhone Parkway St. Charles, MO 63301 (“**Licensee**” or “**Jovial**”).

WHEREAS, Jovial, including its employees, agents, consultants, and contractors have requested permission of the City to enter onto property located in the 1800 block of N. 2nd Street, St. Charles, Missouri, which is owned, controlled, possessed, or for which the City has legal access including the Eco Park Trailhead, which is adjacent to Jovial’s property located at 1801 N. 2nd Street, St. Charles, MO 63301, and which is more particularly described on the attached **Exhibit A** and collectively referred to as (the “**Premises**”).

WHEREAS, Jovial desires periodic access to the Premises for the purpose of conducting recommended environmental testing via a soil sample from one location on the Premises, identified on Exhibit A as PMW-110, and installing a 2” permanent groundwater monitoring well, which is to be completed with flush-mounted 12” diameter steel covers that will be installed flush to the ground (the “**Testing**”).

WHEREAS, the parties desire by this Agreement to provide for the licensing by City to Jovial the right of access to the Premises for the purpose of conducting the Testing.

WHEREAS, City will allow Jovial access to the Premises to perform Testing in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Jovial agree as follows:

1. Recitals. The recitals stated above in this Agreement are adopted by reference.

2. Grant of License. City grants to Jovial a non-exclusive license, subject to all rights, interest, and without limitation to third party estates including leases, rights of ways, easements, liens or other known encumbrances, and upon the terms and conditions contained herein. Jovial shall use the Premises solely for the purposes stated herein and in compliance with Paragraph Number 5 of this License Access Agreement.

3. License Period. The License Period shall commence upon the last date of execution of this Agreement (“**Effective Date**”). The License Period shall terminate at the end of the monitoring period, as determined by the Missouri Department of Natural Resources (“MNDR”). Notwithstanding anything contrary in this Agreement, it shall terminate at any time, for any reason, upon either party providing the other party sixty (60) calendar day’s written notice of termination.

4. License Fee. Jovial shall pay a License Fee to the City in the amount of \$100 per year with the first payment being due within five (5) business days after the Effective Date, and thereafter on each succeeding anniversary date of the Effective Date. Jovial shall additionally reimburse City for all utility charges, if any, associated with Jovial’s access to and use of the Premises during the term of the Agreement, including water, sewer, gas, and electric.

5. Permitted Uses. The Premises may be accessed by Jovial solely for the purpose of performing the Testing. Jovial shall provide a minimum of 24-hours’ notice to City of any testing activities on the Premises.

6. City Right of Access and Alteration of Premise. City reserves its right to access any structures, piezometers, testing wells, and other type appurtenance or property placed on the Premises by Jovial. City further reserves the right to maintain, renew, use, operate, change, modify or relocate any existing pipe, power, communication lines and appurtenances, including piezometers, testing wells, and other facilities or structures of like character upon, over, under or across the Premises, if any, and to construct, maintain, renew, use, operate, change, modify and relocate any pavement or sidewalks or additional facilities or structures upon, over, under or across

the Premises and use the Premises in any manner for public purposes as the City, in its sole discretion, deems appropriate. Prior to performing any work hereunder to any structure installed by Jovial, City agrees to provide 15-days' notice to Jovial of such work.

7. Liability Limitation. City shall not be liable to Jovial in the event of any damage to, theft, or loss of any equipment or property, or for any personal injury, regardless of the cause, associated with the Testing or the Premises, and not attributable solely to the City's own negligence. Jovial shall look to its own insurance coverage (and to any self-insured portion of the damage, theft, or loss), if any, for recovery in the event of any and all such damages, thefts, or losses, and Jovial hereby releases City from all such liability.

8. Indemnity. Jovial hereby agrees to defend, indemnify, and save free and harmless City and its elected officials, officers, directors, employees, and agents, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind or nature, except for those arising solely from the City's own negligence, by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorney's fees, from or in connection with loss of life, bodily or personal injury, or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at, or from the Premises, or occasioned wholly or in part through the use and occupancy of the Premises, or any use, act, or omission of Jovial or its employees and/or agents, or their respective employees, agents, contractors, guests, or invitees in, upon, at, or from the Premises or its appurtenances or any common areas.

9. Insurance. Jovial and any of its third-party contractors shall, at their own cost and expense, maintain and keep in force insurance coverage as set forth herein, at all times during the License Period. The City along with its elected officials, officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations in the Commercial General Liability Policy, which must be primary and noncontributory with respect to the additional insureds. All entities shall continue to carry Completed Operations Liability Insurance for at least three (3) years after completion of the work conducted on the Premises. To the fullest extent permitted by the State of Missouri, a Waiver of Subrogation Clause shall be added

to the General Liability, Automobile, and Workers' Compensation policies in favor of the City of St. Charles. This clause shall apply to both the City of St. Charles and its elected officials, officers, agents and employees, with respect to all work performed during the policy term. No policy required shall contain any provision (by endorsement or otherwise) purporting to deny coverage for losses caused by the acts or omissions of any entity.

Commercial General Liability Insurance

- \$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)
- \$3,000,000 General Aggregate per Project
- \$3,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance

- \$3,000,000 combined single limit per accident
- Must include owned, non-owned, and hired vehicles.
- If any hazardous substances are transported must include a MCS-90 endorsement and Motor Carriers Act of 1980 coverage applicable in the jurisdiction where the operations of the insured are performed.

Workers' Compensation and Employers' Liability Insurance

- \$3,000,000 Each Accident
- \$3,000,000 Each Employee for Injury by Disease
- \$3,000,000 Aggregate for Injury by Disease

Excess or Umbrella Liability

- \$5,000,000 occurrence/aggregate

Pollution Liability

- \$3,000,000 per occurrence
- \$3,000,000 General Aggregate per Project

10. Damage to the Premises. Jovial shall be solely responsible for any damage to the Premises caused by Jovial. At the termination of the Agreement, Jovial shall remove the monitoring wells and the boreholes shall be abandoned according to the Missouri Department of Geology and Land Survey rules and regulations pertaining to the property plugging and abandonment of monitoring wells. The ground surface shall be restored to as near original condition as possible as on the Effective Date. Any damage to any of the Premises shall be repaired

promptly by a contractor reasonably acceptable to City at Jovial's cost.

11. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed, interpreted or deemed to constitute a waiver of any governmental immunity including, but not limited to, the City's Sovereign Immunity or any elected or appointed official, agent, employee or representative of the City's Official or Qualified Immunity, nor a waiver of the Public Duty Doctrine.

12. Default. Any waiver by the City of any default or defaults shall not constitute a waiver of the right to terminate this Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect the City's ability to enforce any part of this Agreement. The remedy set forth herein shall be in addition to, and not a limitation of, any other remedies that the City may have at equity or law.

13. Quiet Enjoyment. No Covenant of Enjoyment is made by the City. Further, the City makes no representation as to, and does not warrant, its title to the Premises nor shall the City undertake to defend Jovial in the peaceful access, use or possession thereof.

14. No Warranties. Unless otherwise expressly provided for herein, the City makes no representations or warranties, express or implied, with respect to the Premises or this Agreement, including but not limited to without any limitation any warranty of merchantability, habitability or fitness for a particular purpose.

15. Party Approvals. Jovial and City represents and warrant that all necessary approvals have been obtained prior to execution of this Agreement, and that the person signing this Agreement has written authority to sign on behalf of the respective party.

16. Governing Law and Venue. This Agreement has been executed in the State of Missouri, and shall be governed, construed, and interpreted in accordance with the laws of the State of Missouri. The parties agree to submit to the venue of St. Charles County, Missouri, or if the matter is removed to the Federal Courts, then to the Federal District Court of the Eastern District of Missouri.

17. Amended or Assigned. This Agreement may not be amended, modified, altered or assigned without the prior written consent of the Parties executed by authorized agents of the party.

18. Survival. Section 8 (Indemnity) and Section 9 (Insurance) shall survive the termination of this Agreement.

19. Recordation. It is understood and agreed that this Agreement shall not be recorded at the Recorder of Deeds office.

20. Severability, Partial Invalidity. If any term, covenant, condition or provision of this Agreement or the application of this Agreement to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by the partial invalidity, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. No Third-Party Beneficiaries. This Agreement constitutes a contract solely among and between the City and Jovial. No third party has any beneficial interest in or derived from this Agreement.

22. Proof of Lawful Presence. Jovial acknowledges approval of this Agreement requires compliance with Section 208.009, RSMo.

23. Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if: (i) placed in the United States mail, certified, return receipt requested; or (ii) email address identified below; or (iii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

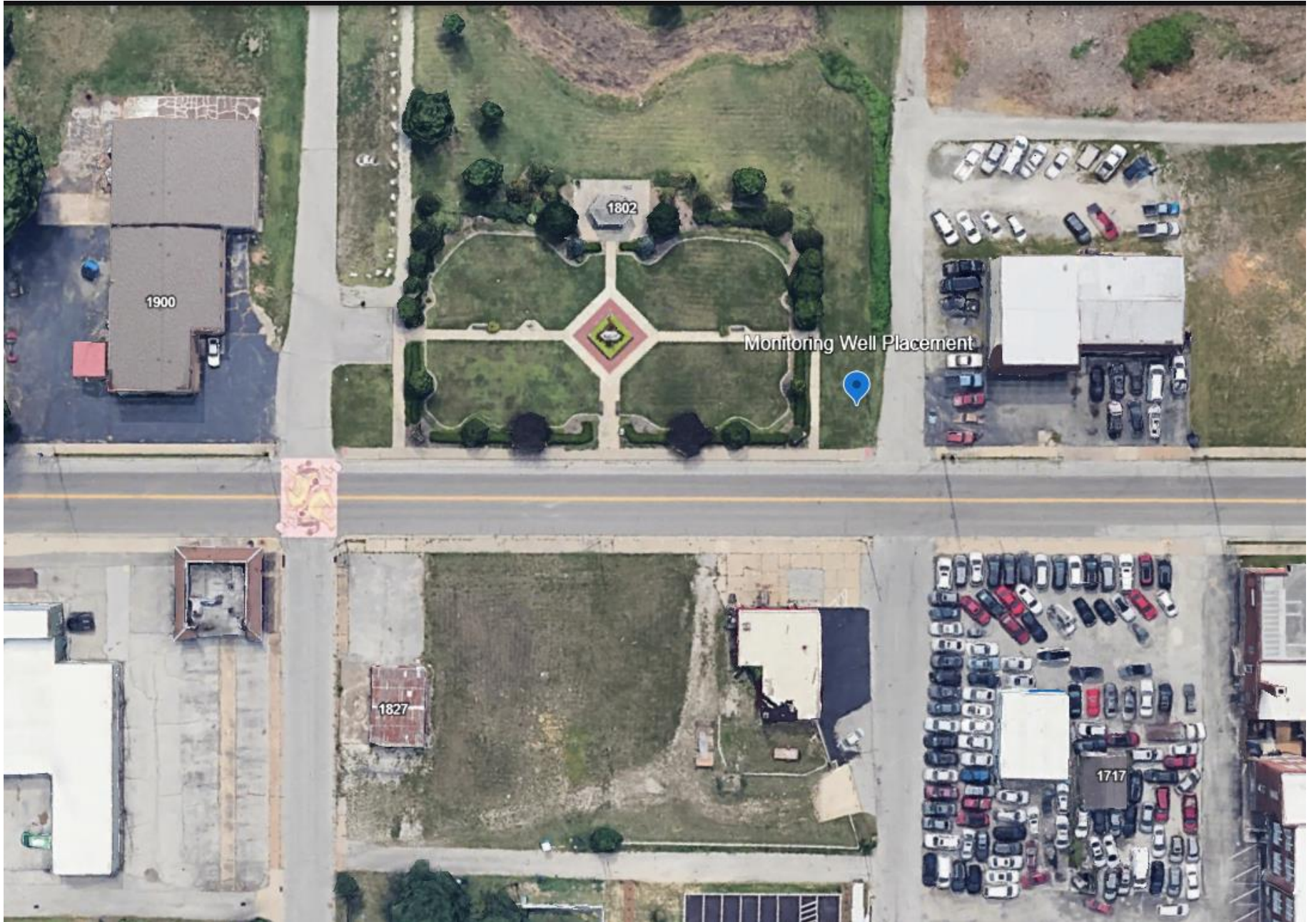
Attest:

Kimberly Hudson, City Clerk

Approved as to Legal Form:

Michael P. Cullen, City Attorney Date

**EXHIBIT A
(PREMISES)**



LOT FOR SALE



COLDWELL BANKER

REALTY - GUNDAKER

636-394-9300

MAUREN NOGHREH
314-239-7790

EAST
94

15
MPH



St. Charles Parks and Recreation Board MEMORANDUM

Date: October 1, 2024

From: Maralee M. Britton, Director

RE: Budget Amendment #3, 2024

Summary:

This budget amendment is to allocate necessary funds for Recreational Trips in 2024.

Revenues for Trips is currently over our estimate by \$16,500 with additional revenues yet to be received for activities this year. Expenses are close to being depleted to pay necessary bills for the remainder of the year with additional expenses expected with activities.

<u>Account</u>	<u>Budget</u>	<u>Actual</u>	<u>Current Balance</u>
Trip Revenue	\$450,000	\$466,440	-\$16,440
Trip Expense	\$342,600	\$333,568	\$ 9,032

Requested is the amendment to the revenue and expenditure lines within the Recreation Budget.

Revenue \$50,000

217-304-447-301- Charges and Fees for Recreation Trips

Expenditure \$50,000

217-304-766-302- Trip Operating Costs

Favorable consideration is requested for Budget Amendment #3.