

ST. CHARLES PARK & RECREATION BOARD
Work Session Tentative Agenda
November 6, 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 and Consideration of Adding Funds to the 2025 Capital Improvement Plan for Boone's Lick Playground*
5. Discussion and Consideration of Budget Amendment #4, 2024*
6. Discussion and Consideration of Resolution #6, 2024 Purchasing 1921 Muegge Road*
7. Discussion and Consideration of Revising the Compensation Policy*
8. Adopt a Park (Board Member observations pertinent to facilities, programs and services within the System)
9. 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)
10. 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: October 22, 2024

From: Maralee M. Britton, Director

RE: 2025 Capital Improvement Plan Amendment

Summary:

In preparation for the capital projects in 2025, replacement of the Soccer Park playground was originally scheduled. The next playground for replacement is Boone's Lick Park. The current scheduled funding of \$150,000 is not sufficient for the equipment and the rubber safety surfacing.

Finance has advised there are undesignated funds available in the 417 Prop P Sales Tax to add \$62,000 to the project for 2025 with a new total of \$212,000 for the replacement playground.

Favorable consideration is requested to increase the playground replacement \$62,000 from the 417 Prop P Sales Tax Fund within the 2025 CIP for Boone's Lick Park.

St. Charles Parks and Recreation Board MEMORANDUM

Date: October 17, 2024

From: Maralee M. Britton, Director

RE: Budget Amendment #4, 2024

Summary:

This budget amendment is to allocate necessary funds for the purchase of 1921 Muegge Road adding 1.0957± acres to Wapelhorst Park and future expansion of the maintenance facility.

Funds will be allocated from the Parks and Recreation Undesignated Cash Balance for land acquisition and necessary transactions of the property.

1921 Muegge Road Project \$377,500
Cash Balance

Expenditure \$377,500
217-451-871-101- Project: 1921 Muegge Road

Favorable consideration is requested for Budget Amendment #4.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), is made and entered as of the last date signed below by and between CITY OF ST. CHARLES, MISSOURI, a constitutional charter city and political subdivision of the State of Missouri ("Purchaser"), and Stephen Gittemeier and Donald Gittemeier, Trustees of the MARLENE F. PRONGUE IRREVOCABLE TRUST, DATED NOVEMBER 14, 2019 ("Seller"). The words "party," "parties," "Party" or "Parties" refers to Seller or Purchaser, or both.

1. **Property.** Subject to the terms and conditions of this Agreement, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound upon the execution by the Parties, Seller agrees to sell and convey and Purchaser agrees to purchase the following (collectively, the "Property"):

1.1. The real property commonly referred to as 1921 Muegge Road and located in the City of St. Charles, Missouri, with Parcel ID 3-0003-3280-00-0019.3000000, and as more specifically identified as set forth on Exhibit A hereto. Notwithstanding the foregoing, it is agreed and understood that the description of the land attached hereto is sufficient for purposes of this Agreement, creating binding obligations of the parties hereunder;

1.2. All buildings, structures and improvements on such real property, if any, and Seller's interest in and to any fixtures and equipment affixed or attached thereto;

1.3. All rights and appurtenances pertaining to such real property, including without limitation any appurtenant easements; and

1.4. Any and all water, oil, gas and other minerals lying within or which are appurtenant to the property and any rights with respect thereto.

2. **Purchase Price.**

Subject to the terms and conditions hereof, on the Closing Date (as hereinafter defined), the Seller shall sell to Purchaser and Purchaser shall purchase from Seller, the

Property for the purchase price in the amount of THREE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$375,000.00) ("Purchase Price"). Purchaser shall pay the Purchase Price, subject to prorations and adjustments described in Section 3 herein, by bank check, cashier's check or by wire transfer.

3. **Adjustments to Purchase Price; Taxes and Utilities.** All real estate taxes and special assessments, if any, levied or assessed on or against the Property shall be prorated between the Parties as of the Closing Date. At the Closing, the Purchaser shall receive a credit against the Purchase Price equal to all accrued and unpaid taxes and assessments as of the Closing Date (including, without limitation, any taxes and assessments attributable to any period prior to the Closing but not payable until after the Closing). The credit for accrued taxes and assessments for which bills have not been issued as of the Closing Date shall be based on the then most recent taxes and assessments. Seller shall bear responsibility for and shall pay all utility costs incurred with respect to the Property for periods prior to the Closing Date. For purposes of calculating the prorations provided for in this Agreement, Purchaser shall be deemed the owner of the Property on the Closing Date. Any such proration that cannot be determined as of the Closing Date is to be estimated as of the Closing Date, with such estimates to be included in the Purchase Price. Final determinations are to be made as soon thereafter as is possible.

4. **Property Sold "As Is."** Excepting for the warranties and representations in this Agreement, the Property is otherwise being conveyed to Purchaser on an "AS IS" basis.

5. **Closing.** The closing of the purchase and sale of the Property contemplated herein (the "Closing") is to occur at the offices of Investors Title (the "Title Company"). The Closing shall take place within fifteen (15) days of the expiration, or earlier waiver, of the Inspection Period (as hereinafter defined) (the "Closing Date") at the Title Company. At the Closing, Seller is to deliver to Purchaser a special warranty deed duly executed and acknowledged by Seller conveying to Purchaser good and marketable title to the Property free and clear of all liens, claims, encumbrances or other liabilities, except for the permitted exceptions as further defined in this Agreement (the "Deed"), and Purchaser is to deliver to Seller the Purchase Price in accordance with Section 2 herein.

6. **Expenses.** Purchaser and Seller shall each pay their share of closing costs, except Purchaser shall pay recording fees and premium for any Title Policy obtained in accordance with Section 7, herein. Each Party shall pay its own legal fees and expenses.

7. **Title.** In addition to the conditions precedent to Closing set forth elsewhere in this Agreement, the obligations of Purchaser under this Agreement are contingent upon Purchaser's receipt, at Purchaser's expense, of a title commitment and/or survey (and copies of all instruments reflected as exceptions thereon) in a form and substance satisfactory to Purchaser (collectively, the "Title Commitment") covering all of the Property. Purchaser will endeavor to obtain the Title Commitment within thirty (30) days after the execution of its counterpart of this Agreement. Promptly after receiving the Title Commitment showing all exceptions noted, Purchaser shall provide Seller with written objections, if any, to title within fifteen (15) days of receipt of the Title Commitment. Seller shall have fifteen (15) days thereafter in which to notify Purchaser regarding whether it will attempt to cure such objections and, if so, thirty (30) days from such notice in which to cure all such objections. Any title encumbrances or exceptions set forth in the Title Commitment that Purchaser does not object to will be deemed permitted exceptions to Seller's title (the "Permitted Exceptions"). If any of Purchaser's objections are not cured by removal, disposal, endorsement over, or otherwise, or if Seller is unable or unwilling to cure such objections following its election to attempt to cure same, within ten (10) days following either such notice or failure to cure, Purchaser may elect, by written notice to Seller, either to (a) waive the objections not cured at which point such objections shall become Permitted Exceptions, or (b) terminate this Agreement such that the Parties shall have no further obligations hereunder.

8. **Possession.**

8.1. Subject to paragraph 8.2 below and as otherwise provided in this Agreement, Purchaser shall take possession of the Property on the Closing Date.

8.2. Purchaser acknowledges that the Property is currently subject to that certain communication tower lease, dated December 18, 2003, by and between the Seller and SBA Towers V, LLC, as assignee of St. Charles Tower, Inc. pursuant to a Bill of

Sale and Assignment dated August 9, 2013, as Tenant (the "Lease Agreement"). Upon Closing, the Seller agrees to assign, and the Purchaser agrees to assume, the Lease Agreement and all Seller's obligations thereunder by execution and delivery of the Assignment and Assumption Agreement attached hereto as **Exhibit B** (the "Lease Assignment"). As a condition precedent to Closing, Seller shall present to Purchaser an Estoppel Certificate executed by SBA Towers V, LLC, in the form attached by reference as Exhibit 2 to Exhibit B.

9. Conditions Precedent to Closing.

9.1. Seller's Conditions. All of the obligations of Seller hereunder are subject to the satisfaction of every one of the conditions precedent to Closing set forth in this Agreement unless, and only to the extent, Seller waives in writing the following obligations and conditions of Purchaser: (i) the representations and warranties of Purchaser herein are true and correct as of the Closing Date; (ii) the covenants, agreements and undertakings of Purchaser herein have been complied with in all material respects; and (iii) Purchaser delivers the Purchase Price in accordance with Section 2 at the Closing.

9.2. Purchaser's Conditions. All of the obligations of Purchaser hereunder are subject to the satisfaction of every one of the conditions precedent to Closing set forth in this Agreement unless, and only to the extent, Purchaser waives in writing the following obligations and conditions of Seller: (i) the representations and warranties of Seller herein are true and correct as of the Closing Date; (ii) the covenants, agreements and undertakings of Seller herein have been complied with in all material respects; and (iii) at the Closing, Seller has tendered to Purchaser the Deed.

10. Representations and Warranties of Seller. Seller makes to Purchaser the following representations and warranties:

10.1. Seller has the legal capacity and authority to execute, deliver and perform this Agreement and all documents and instruments or transactions contemplated hereby or incidental hereto; and this Agreement and the other documents required of Seller hereunder are or shall be, as the case may be, binding on and enforceable against the

Seller. There are no other approvals from any other party whatsoever needed to authorize Seller to sign this Agreement and to consummate the transactions contemplated hereunder.

10.2. The execution, delivery and performance by Seller of this Agreement shall not constitute or cause a default or breach of any agreement or undertaking of Seller or concerning the Property.

10.3. There are no unrecorded or non-public liens encumbering the Property caused by Seller or unpaid bills owed by Seller in connection with the Property which are unpaid past any applicable due date.

10.4. There exists no pending action, suit or proceeding (or threat thereof) against Seller, which could in any manner inhibit the transactions contemplated in this Agreement or otherwise have an impact on the Property.

10.5. At all times Seller has held title to the Property, to the best of its ability Seller (1) maintained the Property (including the land, surface water, groundwater and improvements to the land) free from all contamination, including the following (referred to herein as "Hazardous Materials"): (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, together with all applicable state and local laws and regulations; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder, together with all applicable state and local laws and regulations; and (c) any substance regulated under applicable federal state or local laws or regulations including gasoline and asbestos containing materials ("other regulated substances"); and (2) maintained the Property in full compliance with all other federal, state and local environmental laws.

10.6. Seller has been represented by counsel in considering, negotiating and entering into this Agreement, or had the opportunity to seek such counsel, and fully understands and comprehends the nature of this Agreement, the transaction contemplated by this Agreement and Seller's duties, responsibilities, and representations hereunder.

11. **Representations of Warranties of Purchaser.** Purchaser makes to Seller the following representations and warranties:

11.1. Purchaser has the legal capacity and authority to execute, deliver and perform this Agreement and all documents and instruments or transactions contemplated hereby or incidental hereto; and this Agreement and the other actions and documents required of Purchaser hereunder are or shall be, as the case may be, binding on and enforceable against Purchaser.

11.2. The execution, delivery and performance by Purchaser of this Agreement shall not constitute or cause a default or breach of any agreement or undertaking of Purchaser or of which Purchaser is a party.

12. **Due Diligence, Inspections, and Access to Property.**

12.1. Within five (5) business days following execution of this Agreement, Seller shall provide all Due Diligence Documents as defined herein in Seller's possession or control that are reasonably required by Purchaser for Purchaser's review and approval. The Due Diligence Documents shall include, but not be limited to, the current title insurance policy, all surveys, plans and plat maps, all leases and amendments, all environmental reports and studies, and any additional documents as requested by Purchaser.

12.2. Seller will provide Purchaser with all information in Seller's possession regarding possible contamination or the presence of contaminating elements. Upon the execution of this Agreement, Purchaser shall have the right to do any tests or investigations it deems necessary into the possible presence of such contamination or contaminating elements, whatever they may be, including soil borings and sampling for laboratory analysis to search for the presence of possible contamination or contaminants.

12.3. For a period of sixty (60) days after the execution of this Agreement (the "Inspection Period"), at Purchaser's cost, Purchaser and its agents, surveyors, engineers or other representatives may access the Property for purposes of inspecting the physical condition thereof, including the performance of environmental site assessments and geotechnical testing, the obtaining of all necessary permits and licenses, platting, and title investigation.

12.4. During the Inspection Period and all times prior to Closing, Purchaser shall have the right to access the Property upon reasonable advance notice to Seller, and not less than two (2) business days, to conduct its due diligence in connection with this Agreement. At Seller's option, Seller may elect to have a representative of Seller present when Purchaser or its representatives enter the Property.

12.5. To the extent permitted by applicable law, Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, damages, actions, or amounts that may be paid by Seller arising from or related to Purchaser or its agents' injuries or damages suffered or caused at or to the Property as a result of Purchaser's inspections or access to the Property, regardless whether caused by Purchaser or its agents, provided the foregoing shall not extend to any liens, encumbrances, conditions (whether physical, environmental, title, or otherwise) of the Property discovered pursuant to such inspections. Purchaser's obligations under the preceding sentence shall survive any expiration or termination of this Agreement.

12.6. At any time during the Inspection Period, Purchaser may terminate this Agreement at its sole discretion by notifying Seller in writing of its intent to terminate. In that event, neither Purchaser nor Seller shall have any responsibilities to each other with regard to this Agreement, except that Purchaser shall leave and/or repair the Property in substantially the same condition existing prior to the investigations and/or inspections. If the Purchaser fails to notify the Seller in writing of its intent to terminate this Agreement prior to the expiration of the Inspection Period, Purchaser shall be obligated to timely close on the Property, pursuant to Section 5 of this Agreement.

13. **Broker Fees.** Both Buyer and Seller hereby acknowledge that Scout Realty Group is the Buyer's Limited Agent and solely represents the Buyer with regard to this transaction and that Gittemeier Realty is the Seller's Limited Agent and solely represents the Seller with regard to this transaction. Seller agrees to pay a commission to Scout Realty Group and Gittemeier Realty at closing per a separate agreement. Buyer, Seller, and the real estate licensees acknowledge that this broker relationship was disclosed to the Buyer and Seller or their respective agents no later than the first showing or first contact or immediately upon the

occurrence of any change to the relationship. Buyer and Seller further acknowledge that they have received the Broker Disclosure Form prescribed by the Missouri Real Estate Commission.

14. **Casualty or Condemnation.** If, prior to the Closing, any portion of the Property is damaged, destroyed or lost by fire or other casualty, or if condemnation or eminent domain proceedings are proposed, threatened or commenced against any portion of the Property, Seller will immediately notify Purchaser of such event. Purchaser may elect to terminate its obligations under this Agreement by written notice to Seller within ten (10) days after Purchaser receives such notice from Seller, whereupon neither Party shall have any further obligation hereunder, or elect to close the purchase and sale contemplated herein and receive any and all insurance or condemnation proceeds or awards payable as a result of such casualty or proceeding.

15. **Notices.** Any notices provided for in the Agreement may be given by sending such notice by U.S. mail, and a notice so sent shall be deemed to have been given as of the day of mailing, if addressed as follows:

To Seller:	Stephen Gittemeier, Trustee Donald Gittemeier, Trustee Marlene F. Prongue Irrevocable Trust 117 Westborough Drive Troy, Missouri 63379
To Purchaser:	City of St. Charles, Missouri Director of Administration, Larry Dobrosky 200 North Second Street St. Charles, Missouri 63301
With a Copy to:	City Attorney, Michael Cullen 200 North Second Street, Rm 401B St. Charles, Missouri 63301

16. **Miscellaneous.**

16.1. Entire Agreement. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the Parties, whether oral or written. All of the Exhibits attached to this Agreement are deemed incorporated herein by reference.

16.2. Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure herefrom, will in any event be effective unless the same is in writing and is signed by the Party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

16.3. Assignments. No Party may assign or transfer any of its rights or obligations under this Agreement to any other person without the prior written consent of the other Parties.

16.4. Successors and Assigns. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the Parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

16.5. Counterparts. It is agreed that this Agreement may be executed in counterparts, that any Party may sign any counterpart, that the Agreement will be effective when all Parties hereto sign a counterpart and that a set of counterparts bearing the signatures of each Party hereto will constitute the Agreement as fully as if the Parties executed a single document. The Parties agree that a document (or signature page thereto) signed and transmitted by facsimile machine, telecopier or other electronic transmission, including portable document file (PDF) is to be treated as an original document. The signature of any Party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

16.6. Further Assurances. The Parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

16.7. Legal Fees. All legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby are to be paid by the Party incurring such costs and expenses. In the event any Party brings suit to construe or

enforce the terms of this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and expenses.

16.8. Governing Law and Venue. This Agreement and the rights and obligations of the Parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules. Further, the parties agree to submit themselves to the venue of the 11th Judicial Circuit Court of the State of Missouri.

16.9. Approval of City Council. Notwithstanding anything herein to the contrary, this Agreement will not become binding upon the City of St. Charles, Missouri until it has been approved by an affirmative majority vote of the City Council, executed by the Mayor and attested to by the City Clerk.

[Remainder of page intentionally blank with signature page to immediately follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, as of the day and year last below written.

SELLER:

PURCHASER:

MARLENE F. PRONGUE IRREVOCABLE TRUST, DATED NOVEMBER 14, 2019

CITY OF ST. CHARLES, MISSOURI

Signed by:
By: Stephen Gittemeier
C3A5EF585B3E4F1...
Stephen Gittemeier, Trustee of the Marlene F. Prongue Irrevocable Trust, dated November 14, 2019

By: _____
Daniel J. Borgmeyer, Mayor

Date: 10/31/2024 | 12:50 PM CDT

Date: _____

Signed by:
By: Donald Gittemeier
A8BB9B5022494EA...
Donald Gittemeier, Trustee of the Marlene F. Prongue Irrevocable Trust, dated November 14, 2024

Date: 10/31/2024 | 12:52 PM CDT

Attest:

Kimberly Hudson, City Clerk

EXHIBIT A

Legal Description - 1921 Muegge Road

A lot of ground, being part of Lot 17, Block 8 of Steen & Cunningham's Subdivision, Township 46 North, Range 4 East and described as follows:-
Beginning at the most Western corner of Lot 18 of said Block 8, thence along the centerline of Muegge County Road South 35° 17' East 705.0 feet thence South 54° 43' West 25 feet to an old iron pipe, which old pipe marks the beginning point of the tract of land herein described; thence along the Western line of Muegge Road, South 35° 17' East 208.0 feet to an iron pipe; thence South 54° 43' West 175 feet to an iron pipe; thence North 35° 17' West 208.0 feet to an iron pipe; thence North 54° 43' East 175 feet to the place of beginning and containing 0.836 acre, and all according to Survey made by Charles W. Ruff, Surveyor, on April 2nd, 1971.

SUBJECT to conditions, restrictions and easements of record.

IN ADDITION: A lot of ground, being part of Lot 17, Block 8 of Steen & Cunningham's Subdivision, Township 46 North, Range 4 East and described as follows: A strip of land fifty (50) feet in width and two hundred (200) feet in length along the south side, parallel and adjacent to the property conveyed to Michael L. Prongue and Regina A. Prongue, husband and wife, by Deed dated the 30th day of April 1971, and recorded in Book 583, page 626 of the St. Charles County Recorder's Office.

EXHIBIT B

Lease Assignment and Assumption Agreement

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), effective as of the closing of the transactions contemplated by the Purchase and Sale Agreement as defined herein, that being _____, 2024 (the "Effective Date"), is made by and between the CITY OF ST. CHARLES, MISSOURI, a constitutional home-rule charter city and political subdivision of the State of Missouri (the "City"), and Stephen Gittemeier and Donald Gittemeier, Trustees of the MARLENE F. PRONGUE IRREVOCABLE TRUST, DATED NOVEMBER 14, 2019 (the "Trust").

Recitals

A. The Trust, as landlord, was a party to that certain Lease Agreement, dated December 18, 2003 (the "Lease") with St. Charles Tower, Inc., related to a communication tower constructed and situated upon a portion of the real property (the "Premises") with a commonly known address of 1921 Muegge Road, St. Charles, Missouri 63303 (the "Property").

B. Pursuant to a Bill of Sale and Assignment, dated August 9, 2013, St. Charles Tower, Inc. assigned the Lease to SBA Towers V, LLC, a Florida limited liability company (the "Tower Company"), as Tenant. A copy of the Lease and any amendments or assignments pursuant thereto are attached as Exhibit 1 to this Agreement.

C. The Lease, if in effect, is being transferred by the Trust to the City in connection with that certain Purchase and Sale Agreement dated on or about _____, 2024, by and between the City and the Trust for the Property.

D. The Trust desires to assign to the City all of the Trust's right, title and interest in and to the Lease, if in effect, in consideration of the City's assumption of all obligations of the Trust thereunder, if any.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Trust conveys, transfers and assigns to the City, effective as of the Effective Date, all of the Trust's right, title, and interest, if any, in, to and under (a) the Lease, and (b) any rent prepaid under the Lease. The Trust will deliver possession of the Property to the City on the Effective Date, subject to the Lease, or Tower Company's tenancy of the Premises, as applicable.

2. Assumption. The City consents to the assignment of the Lease, or Tower Company's tenancy of the Premises, as applicable, and assumes and agrees to perform all of the obligations of the Trust to be performed under the Lease, or Tower Company's tenancy of the

Premises, as applicable, to the extent such obligations accrue from and after the Effective Date of this Agreement.

3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed as original, but all of which together constitute one and the same document. Scanned and electronically transmitted signatures of this Agreement shall be deemed to have the same legal effect as original signatures on this Agreement.

4. Miscellaneous. Capitalized terms used in this Agreement have the same meaning as in the Lease, unless otherwise expressly provided. Each of the parties hereto hereby covenants and agrees, without the necessity of any further consideration whatsoever, to execute, acknowledge and deliver all such other documents and to take all such other actions as may reasonably be necessary to consummate the transactions contemplated hereby including, but without limiting otherwise, an estoppel certificate in the form attached as Exhibit 2 to this Agreement. This Agreement may not be amended, modified or terminated orally, and may only be so amended, modified or terminated by an instrument in writing executed by the parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed and construed in accordance with the laws applicable to the Lease.

IN WITNESS WHEREOF, the Trust and the City have executed this Agreement as of the Effective Date.

MARLENE F. PRONGUE IRREVOCABLE TRUST, DATED NOVEMBER 14, 2019

CITY OF ST. CHARLES, MISSOURI

Signed by:
Stephen Gittemeier
C3A5EE585B3E4E1
Stephen Gittemeier, Trustee of the Marlene F. Prongue Irrevocable Trust, dated November 14, 2019

Daniel J. Borgmeyer, Mayor (Date)

10/31/2024 | 12:50 PM CDT

Date

Signed by:
Donald Gittemeier
A8BB3B5022484EA...
Donald Gittemeier, Trustee of the Marlene F. Prongue Irrevocable Trust, dated November 14, 2019

10/31/2024 | 12:52 PM CDT

Date

Attest:

Kimberly Hudson, City Clerk

EXHIBIT 1
to
LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Lease and all amendments, if any

St. Charles Parks and Recreation Board

MEMORANDUM

Date: October 31, 2024

From: Maralee M. Britton, Director

RE: Revisions to the Compensation Policy Effective January 1, 2025

Summary:

With the review and approval of the 2025 Parks and Recreation Budget, the Compensation Policy was reviewed and approved at the same meeting. Since its passage, a few details have changed at the City level I would like the Board to consider approving within the revised policy attached.

1. The City Council and Mayor have approved the annual closure of certain City Facilities for non-essential personnel between Christmas Eve and New Year's Day. Revised within the policy is a section that includes this closure for Parks and Recreation Employees following the established City guidelines. With this placed within the Compensation Plan, making a separate request of the Board annually is no longer necessary.
2. The City has changed the cost of living increase for employees to 3.5% instead of 3% which was the COLA included within our Compensation Plan. The 3% COLA included within the approved budget was \$79,691 with the 0.5% addition \$11,384 for the total COLA increase of \$91,075.
3. Added language to the Transitional Employee to include the ability to temporarily transition an employee to fulfill a position of an employee on extended leave. Once the employee returns, the transitional employee reverts to their original position and rate of pay.

Favorable consideration is requested to the revised Compensation Policy.

St Charles Parks and Recreation Board Compensation Policy

Lead Pay Eligibility

An employee shall receive an additional \$2.00 per hour pay for work performed if one or more of the following criteria are met:

- 1) Immediate supervisor is absent for more than 2 consecutive days and employee is appointed direct supervision of crews. Lead person will be responsible for project management and the day to day operations of the work group. Work responsibilities includes but is not limited to assigning staff to work tasks, addressing questions from staff regarding daily work responsibilities and assuring work assignments match resources that are available to assure projects proceed in a timely and efficient manner. Also responsible for interaction with the general public (if required as part of the job responsibilities or in response to questions, comments and concerns)
- 2) Job responsibilities requires independent action and decision making and immediate action that directly affects the customer service reputation of the Department and addresses the needs of the general public in a timely and responsive manner. Requests for lead-pay will be sent in writing to the Director of Parks and Recreation 2 weeks in advance of the time period for approval. Requests will include person to receive lead pay, duration of lead-pay and justification for additional pay.

Standby Duty Policy

It is necessary to have maintenance personnel on standby duty for park visitors and emergency situations to include support staff outside of regularly scheduled work hours. This policy outlines the personnel necessary to oversee any unforeseen situations that may occur.

An Employee on standby duty is required to remain mentally alert and physically prepared to respond should he or she be contacted. Mentally alert and physically prepared shall be interpreted to mean the employee shall not be under the influence of intoxicating beverages or illegal drugs and controlled substances, the possession or use of which is unlawful, pursuant to federal, state and local laws and regulations within the United States. The drug and alcohol policy applies to standby duty.

Standard Standby Duty Scheduling: The Parks Superintendent, with the approval of the Director, will set the annual schedule for Maintenance Employees to be placed into a rotating schedule. Depending on the season, 1 or 2 employees will be placed on Stand-by Duty. During times of high activity within the parks, a Maintenance Standby Supervisor and a Maintenance Standby Employee will be scheduled. All Full Time Employees will be required to be on standby duty for a seven (7) day period.

If an employee scheduled for standard standby duty determines that he or she cannot be available for their scheduled standby duty seven (7) day rotation, then he or she shall be responsible for finding another employee willing to substitute standby duty, subject to approval of the Parks Superintendent. If an employee is unavailable for his or her scheduled standby duty, then the standby duty shall first be offered on a voluntary basis to other employees. Should no employee volunteer, then the next person on the standby list shall be assigned the standby duty, unless scheduled leave has been taken, then the next employee on the schedule will be assigned, and

upon return from the leave of absence, the employee who was on leave shall be reassigned standby duty at the Park Superintendent's discretion. Any employee that is unavailable for standby duty due to sick leave will be required to provide a physician's note.

Non-Standard Standby Duty Scheduling:

In order to accommodate the needs of a variety of short-term activities or lack of staff availability, it may be necessary to schedule employee(s) to work 1 hour to 8 hours outside their normal schedule. This could include athletic fields, event setup/tear down, etc. and will be scheduled and known by the employee(s) in advance of the necessary duty. All aspects of the Standby Policy shall apply to the Non-Standard Standby Duty.

Failure to Respond: Any employee who fails to respond when called, or who responds in an unreasonable time or unacceptable manner, shall be subject to disciplinary action and will forfeit standby duty compensation unless the employee's inability to be contacted was caused by administrative error, technical failure, or any other reasonable situation as approved by the supervisor and reviewed by the Director. The call must be acknowledged within 10 minutes of transmission. Once the call is acknowledged, an employee must report in within 45 minutes.

Equipment: An employee assigned a mobile phone shall be responsible for the mobile phone. Loss or damage to the mobile phone may result in disciplinary action. An employee assigned standby duty must utilize the mobile phone provided by the Department. It is the responsibility of the oncoming supervisor/maintenance personnel to coordinate cell phone exchange.

Compensation: As per the salary grid, Non-Exempt Employees on Standby Duty shall be compensated at the straight-time pay rate of six (6) hours of pay for seven day rotation and one (1) hour of pay for each City Holiday. Time associated with standby status is not considered, and does not constitute, hours worked for any purpose. A minimum of two (2) hours pay for callouts in addition to the compensation for standby duty.

An Employee scheduled as the Maintenance Standby Supervisor will receive Lead Pay for the six (6) hours of Standby Duty compensation and any call-outs that are not part of a regularly scheduled work day.

If time is lost during the regular work week when the employee is on Stand By Duty due to sick leave, unpaid absence, or discipline, overtime pay rates shall not apply.

Callout: A callout is defined as when an employee is called in to work outside of the employee's scheduled work hours. Callouts will be for a period of two (2) hours, unless additional time is required, as determined by the supervisor. Supervisors may assign additional tasks during the callout period when the work prompting the callout takes less than the full two hours, so long as the work assigned is normal and customary, and reasonably related to the reason for the callout. Callout rates will not be compounded for multiple callouts within the same two (2) hour period.

Employees who are called back into work by their supervisor shall be credited with a minimum of (2) hours to be paid at the overtime rate. However, if the employee is required to work a total of two (2) or more hours, the standard overtime rate shall apply.

If an employee is called in to work within two (2) hours before a shift, then the employee shall receive pay for the time worked up to their regular shift, such requirement shall not be considered a callout, and the applicability of any overtime rate will be determined pursuant the Overtime Policy Rule 16 in the Employee Manual.

End of Year Closure

Whereas the City Council and Mayor have approved the closure of certain City Facilities for the timeframe identified annually between Christmas Eve and New Year’s Day, known as the End of the Year Closure. The Parks and Recreation Department will follow the established policy related to the closure, paid leave benefits for non-essential employees, and requirements for essential employees.

Compensation

Previous Compensation Policy dated September 4, 2024 is repealed effective 11:59 p.m. on December 31, 2023, except for automobile allowance for Department Directors which is memorialized in the Management Policies Benefits for Department Directors; Section 12 pertaining to vacation leave which is memorialized in Personnel Manual Rule 18.1; and Section 16 pertaining to City recognized holidays which is memorialized in Personnel Manual Rule 17.1 shall remain in full force and effect and are incorporated herein by this reference. The revised Compensation Policy hereby adopts the position titles, pay grades and minimum and maximum salary ranges as set forth in Exhibit A which is incorporated by this reference.

Full Time Employees

Manager Level Performance Based Compensation Program

- A. Manager level employees, as identified on Exhibit A (hereinafter, for purposes of this section shall be referred to as a “Management Employee”), shall be compensated based on performance as set forth in this section.
- B. Subject to annual appropriation, a Management Employee shall be eligible for a performance based compensation increase from zero percent (0%) to four percent (4%) determined by the evaluation score received by the employee on the annual performance evaluation form. The evaluation score and the corresponding annual percentage increase in compensation are set forth below:

<u>Evaluation Score</u>	<u>Annual Percentage Increase</u>
4.50 to 5.0	4.00%
4.29 to 4.49	3.50%
4.08 to 4.28	3.00%
3.87 to 4.07	2.50%
3.66 to 3.86	2.00%
3.51 to 3.65	1.50%
3.00 to 3.50	1.00%
2.99 to 0	Performance Improvement Plan

- C. In no event shall an annual salary increase result in an employee’s base salary exceeding the maximum salary range as set forth in Exhibit A.

- D. The annual compensation increase, if any, shall be effective the first full pay period in the month of April in any given year. An employee hired after September 15 is not eligible to receive an annual salary increase in April the following year.
- E. This annual salary increase should in no way be considered a cost-of-living or across-the-board salary increase, but is a merit Pay-For-Performance salary adjustment that is granted based to an individual employee based solely on the on the level of that employee's performance.
- G. The Director is granted the continuing authority to determine or reclassify which employees are Management Employees for purposes of this section and make salary adjustments to address compression or other organizational issues.

Non-Manager Level Performance Based Compensation Program

- A. Non-manager level employees, as identified on Exhibit A (hereinafter, for purposes of this section shall be referred to as a "Non-management Employee"), shall be compensated based on performance as set forth in this section.
- B. Subject to annual appropriation, a Non-management Employee shall be eligible for a performance based compensation increase equal to the percentage increase as approved in the annual operating budget for the fiscal year; provided, during the previous calendar year: (1) has not received any discipline resulting in a loss of pay; and (2) whose performance has met expectations as documented by a score of 3.0 or equivalent satisfactory rating on the annual performance evaluation form.
- C. In no event shall an annual salary increase result in an employee's base salary exceeding the maximum salary range as set forth in Exhibit A.
- D. The annual compensation increase, if any, shall be effective the first full pay period in the month of April. An employee hired after September 15 is not eligible to receive an annual salary increase in April of the following year.
- E. This annual salary increase should in no way be considered a cost-of-living or across-the-board salary increase, is a merit Pay-For-Performance salary adjustment that is granted to an individual employee based solely on the level of that employee's performance.
- F. The Director is granted the continuing authority to determine or reclassify which employees are Non-management Employees for purposes of this section and make salary adjustments to address compression or other organizational issues.

Transitional Employee

The position of Transitional Employee is established. The Director is authorized to appoint persons as transitional employees to staff existing filled positions that are soon to be vacated by retiring or resigning employees in order to facilitate the position transition process and to staff vacant positions while accrued leave or compensation is paid out. The Transitional employee shall be paid within the salary range of the vacant or soon to be vacant position. **A Temporary Transitional employee may be necessary for an employee on extended leave to fulfill position responsibilities until the employee on leave returns and the transitional employee reverts to their regular duties and previous rate of pay.**

Delegation of Employee Management

The Parks and Recreation Board appoint the Director of Parks and Recreation to interview, negotiate, hire, set salaries within the adopted compensation policy grid set forth as Exhibit A and discipline, including but not limited to removal, persons in those positions as described in the City of St. Charles, Missouri Charter, Section 7.2 Parks and Recreation Board.

Exhibit A

Salary Grid

Parks and Recreation Board Adopted: July 17, 2013; Revised February 5, 2014; May 21-2014; December 16-15; December 21, 2016; December 20, 2017; December 19, 2018; September 18, 2019.; December 16-2020; June 16, 2021, January 19, 2022; September 7, 2022; December 6, 2023; September 4, 2024; **Proposed November 6, 2024**

**St Charles Parks and Recreation Department
Exhibit A- Parks and Recreation Compensation Grid**

2025				3%	3.5%	3%	3.5%	# of Positions
Pay Grade	Position	FLSA	Minimum	Minimum	Maximum	Maximum		
53	Maintenance I	Non-Exempt	\$46,494.02	\$46,719.72	\$65,091.63	\$65,407.61		1
54	Maintenance II	Non-Exempt	\$48,818.72	\$49,055.71	\$68,346.23	\$68,678.00		4
56	Maintenance III	Non-Exempt	\$55,360.45	\$55,629.19	\$77,504.62	\$77,880.85		3.5
	Administrative Associate V	Non-Exempt						3
	Marketing/Communications Associate	Non-Exempt						1
								1
57	Maintenance Specialist- Horticulture	Non-Exempt	\$58,128.45	\$58,410.63	\$81,379.32	\$81,774.37		2
	Mechanic	Non-Exempt						1
	Recreation Supervisor II*	Exempt						1
59	Maintenance Supervisor	Non-Exempt	\$65,307.33	\$65,624.35	\$91,430.25	\$91,874.08		1
60	Ranger Sergeant	Non-Exempt	\$69,878.84	\$70,218.05	\$97,830.38	\$98,305.28		2
61	Aquatics Coordinator*	Exempt	\$74,770.36	\$75,133.32	\$104,678.50	\$105,186.65		1
	Concessions Coordinator*	Exempt						1
	Maintenance Foreman*	Exempt						2
	Recreation Coordinator*	Exempt						1
63	Administrative Coordinator*	Exempt	\$85,604.59	\$86,020.14	\$119,846.41	\$120,428.19		1
	Chief Ranger*	Exempt						1
	Enterprise Superintendent*	Exempt						1
	Parks Superintendent*	Exempt						1
68	Assistant Director Parks and Recreation*	Exempt	\$111,380.05	\$111,920.73	\$155,932.06	\$156,689.01		1
73	Director of Parks and Recreation*	Exempt	\$139,364.99	\$140,041.52	\$195,110.98	\$196,058.12		1

*Management Level Employees

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