

ST. CHARLES PARK & RECREATION BOARD  
Work Session Tentative Agenda  
August 6, 2025 - 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** (highlighted) Indicates Topic Added to Agenda

1. Call To Order
2. Roll Call: Sandy Bichel, Tim Glosier, Kathy Mudrovic, Larry Muench, Brian Scheidegger, Anna Shy, TJ Slattery, Anne Zerr and Council Liaison Denise Mitchell
3. Pledge of Allegiance
4. Discussion of the Special Event Use Policy and Ticketed Events within Parks
5. Contract with SWT Design Inc. to provide professional design services for Legacy Farms Park in an amount not to exceed \$596,730.00\*
6. Discussion of the 1930's Cagney Steam Engine on Display at City Hall\*
7. Sunshine Law and Legal Update for City Boards and Commissions, City Attorney Holly Magdziaz
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: \_\_\_\_\_

## MEMORANDUM

Date: July 31, 2025

To: Parks and Recreation Board

From: Maralee M. Britton, Director

RE: Discussion of Organizations Hosting Ticketed Events within Parks

Board Members,

As ticketed events were discussed for tournaments at Wapelhorst Athletic Field Complex, the Oktoberfest Committee has again requested Board consideration allowing special events to be ticketed collecting a fee for entry.

The current policy for special events on page 19:

Parks Public Trust

It is the policy of the Parks and Recreation Board that public access into all City of St. Charles Parks shall be free of charge and that no public entry fees shall be charged by any person; organization; civic club; event organizer; private or public group; or governmental unit, agency, department or official for the purpose of granting access or entry, while denying another who has not paid such fee that same access. This policy shall include any and all charges which may be construed or misconstrued as a general admission fee into a Park, whether solicited as a donation or as some other form of gate charge.

While the department has had a long-standing policy against fees for entry into a park, there is room for consideration of fees for a specific area of a park for an event instead of an entire park.

Attached is a proposal by the Oktoberfest Committee suggesting a revenue sharing 90/10 split of the ticket fee, 10% to the department. The department share would be used within the park the event was held to further enhance the grounds for operational, maintenance or capital improvements.

For discussion purposes, suggested details for insertion into the Special Event Use Policy is also attached. Key elements for staff include a site plan review for staff determination of access and safety. Entry/exit points along with the type and height of barriers will need staff approval before a ticketed event could be approved.

A ticketed event could be open to all parks and subject to the Special Event Use Policy. As an example, a company in the past has requested to install a ticketed evening pumpkin glow walk

around Wapelhorst Lake for all of October. In the example, blocking an area of a park for 30 days and nights becomes intrusive for everyday park visitors and for that reason, the event policy restricts events to 4 days. Should the company request a ticketed evening pumpkin glow for a weekend, staff could work through details with the company to see their action plan and feasibility.

There are areas Staff would not be in favor of a ticketed event or fees. The rental of Blanchette and Wapelhorst Aquatic Facilities should not be available for ticketed events. Likewise, a fee for parking as the entry into an event limits park visitor who are not participating in the event. A change to the entry policy will create new requests in which staff will have to work through details such as the example of the pumpkin glow for 30 days.

Should the Board want to move forward with the consideration of ticketed event fees, Staff will send Legal draft changes to the Special Event Use Policy for review and then add to a future Board meeting agenda for consideration.

Attachments:

- A. Special Event Use Policy
- B. Oktoberfest Request for Consideration
- C. Suggested Details for Ticketed Events



# CITY OF ST. CHARLES, MISSOURI PARKS AND RECREATION



## Special Event Use Policy Manual

St. Charles is a city that celebrates community events. From RiverFest to Lewis and Clark Heritage Days; walks, runs and parades, the City of St Charles is proud to be the host location for a variety of events each year.

The Special Event Use Permit Policy Manual is provided to assist Special Event Organizers in providing a quality event at City of St. Charles Parks. The Parks and Recreation Department's goal is to assist the Special Event Organizer in planning safe and successful events that create a minimal impact on the community surrounding the event. The Department provides this Policy Manual so that Special Event Organizers are familiar with the policies applicable to Special Events and to assist in the preparation of the Special Event Use Permit Application. On behalf of the City of St. Charles Parks and Recreation Department, we thank you for contributing to the spirit and vitality of our community through the staging of your event. Best wishes for a successful event!

## **What is a Special Event?**

A Special Event is a one time, annual or intermittently occurring event that takes place within a City of St. Charles Park where the property is reserved for the exclusive use of the Special Event. A Special Event Use Permit is required when any of the following conditions exist:

1. use of a Park that obstructs the use by others;
2. the event is advertised and open to public attendance;
3. musical instruments are played or sound equipment is used;
4. alcoholic beverages are sold;
5. portable restrooms are utilized on a temporary basis;
6. vendors offer food, beverages or merchandise for sale or for free;
7. tents, canopies or stages are erected;
8. the event requires, or is reasonably likely to require, city services additional to those already provided to the public as a matter of course; or
9. any other event that is determined in the sole discretion of the Director of Parks and Recreation to require a Special Event Use Permit.

## **Event Organization Responsibility**

A. Your responsibility as an Event Organizer is to communicate clearly with Department employees and to cooperate with other City Departments in making your event the best and safest as can be. We cannot fully assist in your creation of a successful event if communication is not clear and precise. As an Application is reviewed by all necessary City Departments, additional information requested should be

returned promptly so the application process is not delayed or stopped thereby hindering the potential approval of the Application.

B. The Parks and Recreation Department will provide all normal maintenance services to current seasonal standards which include, but are not limited to, grass cutting, normal janitorial services and supplies at regularly scheduled locations and intervals. Any additional maintenance required by the Event Organizer, vendors or participants, prior, during or after an event, is the financial responsibility of the Event Organizer.

C. It is the Event Organizer's responsibility to comply with City, County, State, and Federal laws. Additional licensing, permits or inspections, as may be required by the City of St. Charles Code of Ordinances or as stated in the Application.

## **How to Apply for a Special Event Permit**

A. Applications are available on-line at [www.stcharlesparks.com](http://www.stcharlesparks.com). Applications may also be picked up at the Parks Administration Office listed below.

B. Returning Events:

Applications will be mailed by November for events that are held each calendar year for the following year. Applications must be received by the Parks and Recreation Department no later than November 30 in order to be considered for the same event dates as previous years. The Department will issue preliminary approval of event dates by December 31.

C. New Events:

New Event Applications must be received by the Parks and Recreation Department no later than 180 days prior to the event date for consideration. Applications must be filed with the Parks and Recreation Department as outlined below.

D. A situation may arise for a New Event to be requested in less than 180 days before the date of the Event due to unforeseen circumstances. Please provide a letter of explanation with the Application if such circumstances arise.

E. New Events are required to complete the Preliminary Special Event Request Form, Attachment A, and submit the Preliminary Form to the Parks and Recreation Department for review prior to a

complete Application is submitted. The Preliminary Form must be submitted to the Department by no later than 180 days prior to the date of the event. After preliminary approval, the entire Event Application must be completed and submitted for further review.

F. Parks and Recreation Department Contact Information

Regular office hours are 8:00am to 5:00pm Monday through Friday.

St. Charles Parks and Recreation Department

Special Event Application

1900 Randolph Street

St. Charles, MO 63301

636-949-3372

[info@stcharlesparks.com](mailto:info@stcharlesparks.com)

G. Park and Recreation Board Members, Parks and Recreation employees or the family members of Board Members and employees within the third degree of consanguinity by blood or marriage are not permitted to submit Special Event Applications.

## Application Process

A. New Events will complete the Preliminary Special Event Request Form, Attachment A, and submit the Form to the Parks and Recreation Department for review prior to submission of a Special Event Application. The Preliminary Form must be submitted to the Department by no later than 180 days prior to the date of the event. After preliminary approval, the entire Special Event Application must be completed and submitted for further consideration.

B. Special Event Applications will be reviewed by the Department and submitted to other applicable City Departments for review and approval. A Special Event Application must be received at least 180 days prior to the event. Submission after that date may result in the inability of the City to provide appropriate services for the event, thus requiring cancellation of the event in the sole discretion of the Department. **No changes can be made to an Application after it is approved. An Event will**

**not be considered to be a definite event, nor will it receive any promotion until the Application is approved.**

- C. Every Special Event Organizer is required to cooperate and attend all meeting as required by the Department regarding the Application.
- D. Special Event Organizers are required to describe on the Application how their Special Event benefits the City of St. Charles and the Special Event Organization.

## **Special Events Calendar**

The City of St. Charles provides a calendar of upcoming Special Events in printed form, social media, through e-newsletters and at kiosks in the City. Information from the Application is an open public record and may be used for any purpose including developing a calendar of community events. Please complete the Application carefully and thoroughly as it may be used to assist with the promotion of the Special Event.

## **Length of Special Events**

- A. A Special Event is limited to not more than four (4) days or forty-two (42) continuous hours, whichever is less, within a consecutive seven-day period. For purposes of this paragraph, the word hours means from the time the Event starts to the time the Event ends, or if the Event concludes within one (1) hour of a Park closing then the Park closing time will be the Event ending time. The Department shall have the right to establish the length of Special Events for the protection of the public health, safety and welfare or the protection of City Park property.
- B. Multiple Special Events are considered sponsored by a single Event Organizer and are treated as a single event unless otherwise approved by the Parks and Recreation Board. A Multiple Special Event is defined as any activity that incurs or is proposed to incur sufficient activity to restrict general public use of a Park. Applications requesting an Event length more than four (4) consecutive days may petition the Parks and Recreation Board for approval.

## Fees

A. This Manual is effective upon approval by the St Charles Parks and Recreation Board. Special Use Fees become effective January 1, 2020. Pricing subject to change without notice.

B. Special Use Fees are for the purpose of recovering the costs associated with preparation and use of the Park for the Special Event. This Fee Schedule applies to labor, materials and equipment used specific to the Special Event.

### Special Use Fees- Exhibit A

#### Frontier Park Special Use Description:

North: From behind Jaycee Stage to the northern end of the Park

North Middle: Jaycee Stage to the northern end of the Depot

South Middle: Northern end of the Depot to the Lewis and Clark Statue

South: From Lewis and Clark Statue to the southern end of the park

Residency rates are determined by the State of Missouri Letter of Incorporation of the event organization.

#### C. Fees Due Date:

Special Event Use Fees must be paid in full at the time of rental if a one day event. Multiple day events must be paid in full at least 120 calendar days prior to the Special Event start date. Special Event Use Fees for City employee personnel costs will be invoiced 5 days after the Special Event end date and are due and payable upon receipt. Event facilities will not be reserved for the following year until Special Event Use Fees are paid in full.

#### D. Waiting Lists:

The Department does not maintain a waiting list for Special Event reservations.

#### E. Special Requests:

Requests for items and services not routinely provided for Special Events will be reviewed on an individual basis. Fees will be assessed for approved requests to recover costs for providing the additional services. The Event Organizer will be notified of the additional cost prior to goods or services being scheduled or ordered.

F. Keys:

There is a key deposit amount of \$100.00. All key deposits are refundable if all required conditions for refund are satisfied. Event Organizers that require access to a secure area must pay the key deposit at the time of picking up the key. Keys shall not be picked up earlier than 48 hours in advance of the Event and during normal Department business hours.

G. Damages:

In recognition of the impact of Special Events on the grass, shrubbery, trees, other plant life and infrastructure, a management plan is established to address damage assessment, rehabilitation, maintenance and cost recovery. The management plan includes methods of cost assessment sufficient to finance the expense of sustaining a quality environment.

H Clean-up, Repair, and Restoration

1. Litter and trash shall be removed promptly during and after the event; and
2. All items related to the Event, including but not limited to, tents, trash receptacles and portable restrooms, and non-City property shall be removed within 24 hours of the Event closing.

Notification of damage cost recovery will be invoiced within 5 days of the Event end date and is payable upon receipt.

The most common types of damage in which cost are assessed are damage to underground utilities, turf damage caused by vehicle and pedestrian traffic. A pre-event site meeting with the Department is recommended to assist in reducing costs assessed for damage.

**I. The Parks and Recreation Board has established a standard for the restoration of park grounds facilities. The assessment of damages is non-negotiable.**

J. Cancellation of an event less than 120 days prior to the scheduled event may result in forfeiture of the first right of refusal in subsequent years for the same event and may result in forfeiture of all fees paid to date.

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## Hours of Operation and Set-up/Tear Down

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- A. Official Event hours of operation shall not start before 8:00 a.m. and shall end no later than 11:00 p.m. If circumstances exist that deem an earlier Event start time or later Event ending time, then the Department shall have the absolute discretion to adjust schedules should the change be necessary and in the best interest of the City.
- B. Set-up/tear down of Events beginning earlier than the 8:00 a.m. start time or after the 11 p.m. closing time shall be in compliance with all City ordinances applicable to noise control.
- C. All vendor vehicles will be allowed to enter and exit the event area for the purpose of loading and unloading wares only during the following times:
1. All vehicles must exit the Event area at least 1 hour prior to the Event start time.
  2. 30 minutes after the Event end time or has been canceled for the day through the regular closing hours, or at the discretion of the Department.
  3. Vehicle speeds may not exceed 5 M.P.H. in event areas.
  4. Event Organizers are required to provide a minimum of 1 representative from the Organization at the Event main entrance to assist vendors.

## Vehicle Access/Traffic Plan

- A. Event Organizers are required to submit to the Department a detailed pedestrian and vehicular traffic at least thirty (30) days before the Event. The Event Organizer shall provide a copy of the final approved traffic plan to **ALL PARTICIPATING VENDORS AND EVENT PERSONNEL**. Event Organizers shall designate an Event representative whose responsibility shall be to determine specific vendors, entertainment and service vehicles requiring access to the Event area. Every Event Organizer shall designate and provide personnel who shall be stationed at every pre-determined entry point into the Event area in order to direct authorized vehicles to the appropriate Event area per the approved event traffic plan.
- B. The parking of vehicles on turf or walkways is prohibited unless a permit is issued by the Department to permit the parking thereon. No more than thirty-five (35) vehicles shall be authorized to be in Frontier Park during the open hours of a Special Event.

C. the word “vehicle” means: cars, trucks, trailers, tractors, vendor trucks, or any other motorized vehicles, except that “vehicle” does not include a Departmental approved turf rated vehicle.

D. Parking permits may be required for an Event and will be issued if required. Any vehicle without an authorized parking permit is subject to being towed and impounded. The cost of towing and impoundment shall be the sole responsibility of the owner of the vehicle.

E. Vehicles located within the Event area shall not be moved except during designated loading and unloading times, except as authorized by the Department.

**F. The Department shall have the authority to change any Traffic Plan in its sole and absolute discretion.**

## Site Plan

A. Event Organizers are required to submit a detailed Site Plan with the Special Event Application. Site Plans shall designate the location of beer gardens, booths, amusement rides, vehicles remaining on site, portable restrooms, tents, trailers, stages and all other property brought into the Event area. The site plan shall indicate all emergency lanes for fire, ambulance and police in the Event area.

B. The Event Application and Site Plan shall indicate every specific facility located in the Event area that is to be used during the Event. Specific facilities include, but are not limited to, pavilions, Jaycee Stage, the portable stage, gazebos, Gould Building, Memorial Hall, Webster Park Community Building or any conference room. Use of the Katy Depot in Frontier Park is a separate fee as described within the Fees Section based upon availability and requested use.

**C. The Department shall have the authority to change any Site Plan in its sole and absolute discretion.**

## Security

A. The Event Organizer is responsible for everything that occurs in the Event area, including all areas encompassed by a liquor license. This Event Organizer responsibility includes underage persons consuming alcoholic beverages, intoxicated persons, fights, removal of alcoholic beverages from Parks and any other conduct that may occur.

B. Special Events that serve alcoholic beverages are required to provide a minimum of one uniformed Park Ranger or Police Officer who shall be present during all Event operating hours. The number of law enforcement officers required for an event shall be determined by the Chief Park Ranger or the Chief of Police in their sole and absolute discretion.

C. One Event Organizer representative is required to be stationed at every entrance point and exit point of the Event during all Event operating hours. The representative shall inform event participants that alcoholic beverages are not to be brought into or removed from designated alcoholic beverage consumption areas and that domesticated animals, except service animals, are not allowed in Frontier Park during Special Events.

D. Additional law enforcement officers may be required at the expense of the Event Organizer when:

1. the type of event exposes the City to potential liability;
2. the estimated crowd size varies depending upon the time of day during the Event;
3. property exhibited during the Event is of great monetary value; or
4. as determined as necessary in the sole authority of the Department.

## **Alcohol**

A. The sale, serving or consumption of all alcoholic beverages during an Event shall be restricted to designated Event areas (for example, a beer garden). The location and size of a designated area for sale, serving or consumption of alcoholic beverages shall be clearly stated in the Event Application and shall be subject to review and modification by the Department. The premises where alcoholic beverages are served or sold shall be clearly identified on the Event Site Plan. Alcoholic beverages shall not be brought into or removed from designated alcoholic beverage areas as outlined in the SECURITY section of the Manual.

B. Every Event Organizer that desires to serve or sell alcoholic beverages is required to obtain a liquor license from the State of Missouri, St. Charles County, Missouri and the City of St. Charles, Missouri. A copy of all three liquor licenses issued must be available for inspection during Event operating hours.

C. In order to obtain a liquor license for an Event in a City Park, a letter of approval must be obtained from the Chief Park Ranger for submission of all three issuing agencies listed above.

**D. Event Organizers are presumed to know all applicable liquor control laws. Ignorance of the law is no excuse to law enforcement agencies whose responsibility it is to enforce liquor control laws.**

E. It is unlawful to possess intoxicating beverages or to drink intoxicating beverages when the beverage has an alcohol content in excess of fourteen percent (14%) by weight, except for events held in Memorial Hall. Intoxicating beverages must be pre-packaged by the manufacturer and the alcohol weight by volume must be printed on the container. See, Code Section 255.170.

F. Frontier Park Alcoholic Beverage Area (i.e. Beer Garden) Requirements:

1. The Alcoholic Beverage Service Area shall be completely fenced with fencing that is not less than 36 inches in height and is securely constructed and fastened to prevent the entry or exit of any person from any location other than the designated entry and exit location(s). The integrity and security of the fence shall be maintained during all operating hours of the Alcoholic Beverage Service Area.

2. In the event that the consumption of alcoholic beverages is going to be permitted throughout Frontier Park in its entirety during an Event, then the existing barriers described below may be utilized. These barriers include: the black iron fencing along Riverside Drive and the Missouri River riverbank. As stated in the SECURITY section, the Event Organizer is responsible for insuring that all entry points and exit points are manned with people to inform Event participants that alcoholic beverages are prohibited from being brought in or removed from the Event area. This prohibition and the requirement for the Event Organizer to provide manpower includes, but is not limited to, all entry points and exit points along the western iron fencing, Katy Trail and the pedestrian bridge.

3. Operating hours of Alcoholic Beverage Service Area shall be approved by the Department. The sale or serving of alcoholic beverages shall end one-half hour before the official closing time of the Event. The Event Organizer shall clearly post the operating hours of the Alcoholic Beverage Service Area. Upon the closing of the Alcoholic Beverage Service Area, all connections to all alcoholic beverage containers shall be disconnected and secured. The sale, serving or dispensing of alcoholic beverages after the Event closing time is a violation of the liquor control law.

4. The St. Charles Police Department or the Parks Department Ranger Division may at anytime inspect the Alcoholic Beverage Service Area for compliance with all applicable liquor control laws before any alcoholic beverages may be sold, served, dispensed or consumed.

## Entertainment

- A. Special Events are family friendly and oriented Events designed for attendance by persons of all ages. Entertainment appropriate for all ages and representing the event theme is recommended. A detailed entertainment schedule shall be submitted with the Special Event Application. Any change to the entertainment schedule shall be submitted to the Department for review.
- B. All entertainment is subject to review by the Department and may be denied if determined to be inappropriate for the Event or Event venue.
- C. Entertainment may be canceled by the Department at any time if the entertainment is determined to be inappropriate. Entertainment that has the propensity to cause persons to become disruptive, disturb the peace, incite violence, or be in violation of any law or ordinance or require the deployment of law enforcement officers in excess of the number of officers normally assigned to the Event is prohibited. Amplified sound shall comply with the City Code of Ordinances regarding maximum decibel levels. See, City Code of Ordinances Section 255.160, Musical Instruments and Sound Equipment.
- D. It shall be the responsibility of the Event Organizer to comply with all music licensing organizations such as, but not limited to, ASCAP and BMI. Failure to obtain appropriate licensing is cause for cancellation of the Event by the Department. The Event Organizer shall provide a copy of the applicable license to the Department with its Special Event Application or prior to the performance or playing of any music.

## Pony Rides, Petting Zoos, Inflatable/Amusement Attractions

- A. The amusement activities described below shall be operated only in designated areas of the Parks which have been pre-approved by the Department.
- B. Listed below are requirements that shall be satisfied before an operating permit is issued by the Department to any vendor for any of the following amusement activities:
1. Pony Ride, Petting Zoo, Inflatable's or other amusement type activities are required to sign an Operating Agreement for Concession Rights which is required annually and is kept on file by the Department.

2. The vendor shall provide a Certificate of Insurance naming the City of Saint Charles as an additional insured with a policy endorsement that shall list the City as an additional insured on a primary and non-contributory basis. Vendors shall refer to the Insurance Requirement section of this Manual for the policy limits of liability insurance that is required. The insurance requirements set forth in this section are separate from and in addition to the Event Organizer insurance requirements. The Certificate of Insurance and policy endorsement shall be submitted to the Department 30 days prior to the date of the Event for the permit to be issued.

3. Fees schedule on Exhibit A.

These fees are payable in the form of a check, money order or cash and shall be payable to the City of St. Charles Parks and Recreation Department. All fees shall be paid 30 days prior to the event. The failure to timely pay the fees may result in the vendor's future application being denied.

4. The operating permit must be available for inspection during hours of operation and produced upon request.

## Sanitation

A. Portable Restrooms:

The Event Organizer shall provide portable restrooms in sufficient quantity, type and at appropriate locations to service the Event. In addition, an adequate number and type of hand washing stations shall accompany portable restrooms. Portable restroom locations and numbers for the anticipated attendance at an Event shall be identified on the Site Plan.

B. Trash Receptacles:

The Department provides a maximum of 40 individual trash receptacles. The Event Organizer is responsible for any additional receptacles necessary at their sole expense. It is the sole responsibility of the Event Organizer to ensure that all trash containers throughout the Event area are emptied on a regular basis. **Event Organizer's shall not permit trash receptacles to overflow.**

C. Large Dumpsters:

If a dumpster is required for the Event, the cost of the dumpster is the sole responsibility of the Event Organizer. The location of all dumpsters shall be identified on the Site Plan.

## **Insurance Requirements**

A. The Event Organizer is required to have liability insurance in the amount and form set forth in this section for an Event that will occur on property owned by the City of St. Charles, Missouri. The liability insurance must be in place ninety (90) days before the event date.

B. Liability Insurance:

The Special Event/Activity Liability Insurance Requirement Policy is a guide for determining the required insurance coverage for activities or events that occur on City property. Liability insurance in the policy amount and form stated in this Policy is a requirement for obtaining a permit to conduct an event/activity. Liability insurance must be in place thirty (30) days before the activity/event date.

The City of St. Charles utilizes a self-insured retention for liability claims that are not protected by Sovereign Immunity. These claims normally involve the alleged dangerous condition of City property or motor vehicle collisions involving City vehicles where the City driver was at fault. By state law, liability is limited for these claims. The limits are adjusted by the State of Missouri each year for inflation and can be found on the Missouri Director of Insurance website at <https://insurance.mo.gov/industry/sovimmunity.php>. The liability limits, as well as the risk inherent in an activity and other factors, form the basis for requiring certain dollar amounts of insurance coverage for events/activities that occur on City property.

In an effort to manage risk and promote the maximum utilization of City facilities, the amount of insurance coverage required for an event/activity may adjust based upon risk assessment. For purposes of determining insurance requirements, events/activities are divided into three categories (High, Medium or Low) based upon the risk of injury or damage associated with the event/activity. The event/activity list shown below is not intended to be all inclusive and may be adjusted based upon perceived risk.

### Category I, High Risk Events/Activities

Commercial General Liability policy limit of at least \$3,000,000 per occurrence is required, except fireworks which requires a \$5,000,000 per occurrence and \$6,000,000 per general aggregate policy limit. The events/activities include:

1. amusement rides
2. aquatic facility rentals open to the general public
3. alcoholic beverage dispensing
4. activities or events on any body of water in or adjacent to City property (Missouri River or lakes in parks). These activities include: canoeing, kayaking, fishing, swimming, etc.)
5. Bicycling events
6. Any race or walk on a City street including full and half marathons, 5K's and walks
7. sports tournaments/leagues/camps
8. Skate Park competition/exhibition
9. concerts
10. animal related show/exhibition
11. food vendors cooking with hot oil or open flame
12. parades
13. rock climbing walls
14. inflatables (more than 2)

Category II, Medium Risk Activities or Events:

Commercial General Liability policy limit of at least \$2,000,000 per occurrence is required. These events/activities include:

1. re-enactments of historical events utilizing gunpowder or blank firing with historic weapons
2. caterers or food service
3. 5K runs/walks within a park (not on a City street)
4. instructional classes (for example: boot camp, yoga, etc.)
5. inflatables (one to two)
6. animal (pony) rides
7. car show
8. motion picture production
9. dance recitals/exhibitions

Category III, Low Risk Activities or Events:

Commercial General Liability policy limit of at least \$1,000,000 per occurrence is required. These events/activities include:

1. re-enactment of historical events, with historic weapons present but without gunpowder or blank firing
2. vendor selling goods (nontoxic, not explosive or flammable)
3. trivia night

Additional Coverage and Policy limits for Special Risks:

1. Festivals or events dispensing alcoholic beverages (wine tastings, beer festivals, or other liquor specific events) should obtain host liquor liability coverage in addition to liability insurance.
2. Auto races, car show, or activities using motor vehicles should obtain automobile liability insurance in addition to liability insurance.

Certificate of Insurance and Endorsement Requirements:

A Certificate of Insurance and Additional Insured Endorsement must be provided to the City in the form and required amount thirty (30) days before the date of the event/activity or the event/activity will not be allowed to occur on City property. A Certificate of Insurance and Additional Insured Endorsement can be obtained from your insurance broker. The Certificate of Insurance must name the City of St. Charles, Missouri as:

1. The certificate holder with the correct address of the City as:  
“City of Saint Charles, 200 North Second Street, St. Charles, Missouri,  
63301”

AND

2. An additional primary insured and include the substantially the following words on the Certificate in the description line with name of the activity/event and date:

“This insurance is primary to the insurance coverage of the City of St. Charles, Missouri which shall be non-contributory.”

In addition, an Additional Insured Endorsement must be provided with the Certificate. The Endorsement must name the City of St. Charles, Missouri as an additional insured and contain substantially the following words:

“This insurance is primary to the insurance coverage of the City of St. Charles, Missouri which shall be non-contributory.”

## **Fires**

- A. Cooking fires are prohibited in Parks except for barbecue grills. The fire box should be above the ground a minimum of 24 inches and in the proximity of picnic areas unless otherwise permitted by the Department.
- B. Open fires or bonfires are prohibited in Parks. Any exception to this policy requires Department approval and issuance of a Fire Permit and Fire Marshall approval.
- C. Park Fire Permits will only be issued when all requirements have been satisfied regarding Patron or Organization requests for Park Area or Facility Use for Special Events and a permit has been issued from the Fire Department that indicates compliance with the 2021 International Fire Code: Chapter 3 (General Requirements) and Chapter 4 (Emergency Planning and Preparedness).

## **Camping**

- A. No person shall set up a shack or any other temporary shelter, other than tents, for the purpose of overnight camping; nor shall any movable structure or special vehicle be used for such purposes, such as house trailers, camp trailers, camp wagons or the like without approval. A camping permit may be obtained through the Department for events seeking exception to this provision. Upon the issuance of a Camping Permit, all other provisions listed herein, including but not limited to fire requirements, shall be adhered to.

## **Utilities**

A. Water Connections:

The connection to and supplies to hose bibs are the sole responsibility of the Event Organizer.

B. Electrical Connections:

Listed below are general guidelines for the installation of temporary electrical wiring:

1. Temporary electrical wiring is required to be located where it will not be subject to physical damage.
2. All receptacles shall be of the grounding type (breaker G.F.I. receptacle).
3. Flexible cords are required to be of continuous length (hard service cord of three wires which includes ground conductor).
4. Boxes and fitting located in damp or wet locations are to be of the weatherproof types.

Due to variances in electrical use in Frontier Park, this policy is subject to changes in the sole discretion of the Department.

No person or any other entity shall perform temporary electrical wiring work without first being licensed to perform the work in the City of St. Charles and without having been issued a permit by the Community Development Department and approved by the Department.

## **Golf Carts, Utility and Other Small Motorized Vehicles**

A. Park user safety and park facility protection is of paramount importance. Therefore, the following restrictions shall apply to the use of golf carts, utility carts, and other small motorized vehicles (hereinafter, “small vehicles”) operated within City Parks during Special Events:

1. Small vehicles shall only be operated by Special Event, League or Tournament Officials. A valid driver’s license is required to operate a vehicle in a Park.
2. The use of Small vehicles shall be restricted to the authorized driver who must be sitting in the operator seat of the vehicle.

3. Passengers shall only be authorized upon a small vehicle when there is a reason for such ridership. During those times, the passenger shall be seated at all times in a passenger seat designed and installed by the manufacturer or provider of the small vehicle. The only exception would be Emergency Vehicle(s) that are operated by law enforcement/medical personnel (on official business).

4. The driver of a small vehicle is subject to all applicable State and City laws and shall use due care in the safe operation (eg: no excessive speed or sharp cornering) of the vehicle.

The small vehicle driver shall only be authorized to use the vehicle within the facility limits of the Special Event, League or Tournament and such use shall not authorize access onto any other area including ball fields, for any reason, except for an emergency or injury situation.

Failure to comply with this Policy is cause to cancel small vehicle use or current or future park facility use.

## **Animals**

A. By City Ordinance, animals, except for service animals, are prohibited in Frontier Park during Special Events. Exceptions to this ordinance are as follows:

1. All animals associated with the Event are required to obtain a permit issued by the Department. For a permit to be issued, a list identifying all animals shall be submitted with the Special Event Application and states the length of time the animal will be in Frontier Park and when. If the presence of animals is only a portion of the Event, the animals must be promptly removed from Frontier Park at the end of the demonstration or activity. If animals are to remain throughout the Event, then the animals must be contained to a specific area of Frontier Park that is designated on the Site Plan.

2. Service Animals, law enforcement animals and parade animals are exempt from this prohibition. For purposes of this section, “Service Animals” means dogs that are individually trained to do work or perform tasks for people with disabilities as those words are defined in the regulations or an amendment thereto implementing the Americans with Disabilities Act.

B. Every Event Organizer shall advise all vendors, concessionaires, participant groups, entertainers

and all persons who may be present at the Event of the prohibition of bringing animals into Frontier Park. The Event Organizer shall publicize this prohibition in every advertisement for the Event.

## **Katy Trail**

Special Events that plan to use any part of the Katy Trail or First Missouri State Capitol Property are required to obtain the permission of the Missouri Department of Natural Resources. Such permission shall be obtained at least 180 days prior to the Event date. Requests for permission may be submitted by telephone at (636)899-1135 or by email at: [confluence.state.park@dnr.mo.gov](mailto:confluence.state.park@dnr.mo.gov).

## **Green Space Policy**

St. Charles Parks and Recreation Board's mission is to maintain all City Parks as open spaces for the enjoyment of residents and visitors. Accordingly, the Board may limit the number of events in City Parks to allow sufficient time for maintenance and for all-purpose use by the public to minimize the overall impact of Special Events and maximizing park use opportunities for all persons.

## **Parks Public Trust**

It is the policy of the Parks and Recreation Board that public access into all City of St. Charles Parks shall be free of charge and that no public entry fees shall be charged by any person; organization; civic club; event organizer; private or public group; or governmental unit, agency, department or official for the purpose of granting access or entry, while denying another who has not paid such fee that same access. This policy shall include any and all charges which may be construed or misconstrued as a general admission fee into a Park, whether solicited as a donation or as some other form of gate charge.

## **Permit Review**

The Department may request assistance from other governmental agencies during the review of Special Event Applications. These agencies include, but are not limited to, the St. Charles County Health

Department, Missouri Department of Natural Resources, United States Coast Guard, or Army Corps of Engineers.

## **Complaint Process**

In the event that the Department receives complaints regarding a Special Event, the Department will notify the Event Organizer as to the nature of the complaint and their frequency. Complaints requiring immediate action by the Department will be referred to the appropriate City Department as well as reported to the Event Organizer for follow-up. Complaints that are not resolved to the satisfaction of the Department may result in future Special Event Applications being denied.

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### **Modifications**

The Parks and Recreation Board through the Director of Parks and Recreation may modify or waive any policy or fee as it deems necessary and in the best interest of the City.

## Special Use Fees

### 2025 Fees

<b>Park</b>	<b>Rental Period</b>	<b>Pre/Post Event Resident</b>	<b>Pre/Post Event Non-Resident</b>	<b>Event Day Resident</b>	<b>Event Day Non-Resident</b>
<b>Frontier Park</b>					
North	All Day	\$120	\$240	\$330	\$495
North Middle	All Day	\$240	\$395	\$660	\$990
South Middle	All Day	\$120	\$240	\$330	\$495
South	All Day	\$120	\$240	\$330	\$495
North Middle	Half Day 8a-1p	N/A	N/A	\$330	\$495
	Half Day 3p - 8p	N/A	N/A	\$330	\$495
<b>Dusable</b>		N/A	N/A	\$330	\$495
<b>Soccer Complex</b>					
	East	All Day	\$155	\$310	\$330
	West	All Day	\$155	\$310	\$330
<b>Blanchette</b>					
Grove Area	All Day	N/A	N/A	\$660	\$990
Playground Area	All Day	N/A	N/A	\$330	\$495
<b>Designated Special Use Area</b>	All Day	\$120	\$240	\$330	\$495
<b>Portable Stage</b>	Per Set-Up/ Tear Down			\$2,070	2070
<b>Rangers</b>	As Designated: Per hour fee invoiced will reflect hourly rate plus benefits				
<b>Event Amenities Not Timely Removed</b>	Per Day	\$100	\$100		

\*Special Use Fee includes the rental fees of the facilities within the designated sections except Katy Depot and Memorial Hall which are an additional fee.

\*\*Residency rates are determined by the State of Missouri Letter of Incorporation of the event organization

\*\*\*Pricing subject to change without notice

#### **On-Line Application Fees**

Parade on Streets	\$100
Walk/Run in Park	\$0
Walk/Run on City Streets	\$100
Festival 5,000+ attendees	\$500
Festival 4,999- Attendees	\$250
Small Event/Block Party	\$0

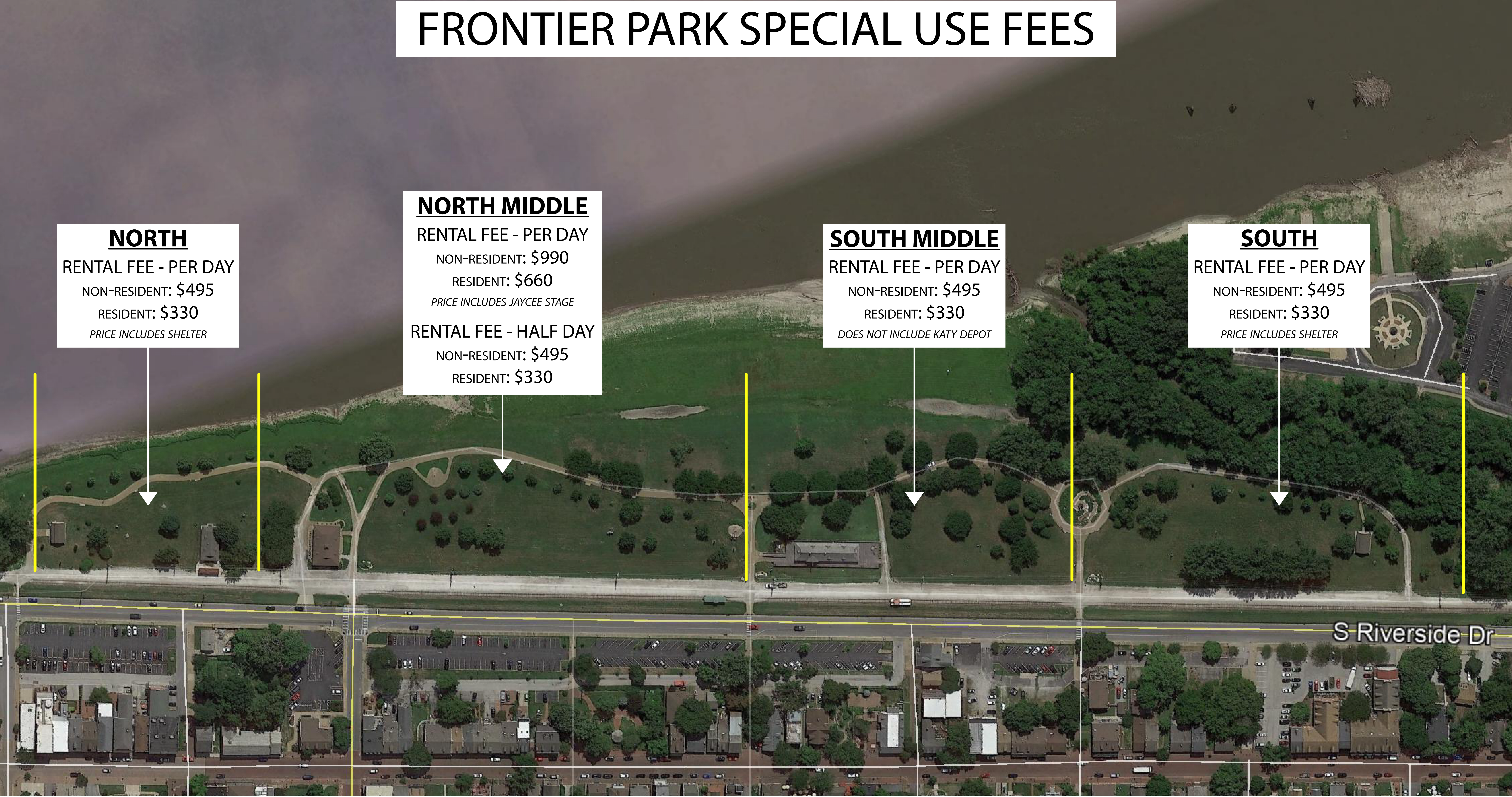
# FRONTIER PARK SPECIAL USE FEES

**NORTH**  
RENTAL FEE - PER DAY  
NON-RESIDENT: \$495  
RESIDENT: \$330  
*PRICE INCLUDES SHELTER*

**NORTH MIDDLE**  
RENTAL FEE - PER DAY  
NON-RESIDENT: \$990  
RESIDENT: \$660  
*PRICE INCLUDES JAYCEE STAGE*  
RENTAL FEE - HALF DAY  
NON-RESIDENT: \$495  
RESIDENT: \$330

**SOUTH MIDDLE**  
RENTAL FEE - PER DAY  
NON-RESIDENT: \$495  
RESIDENT: \$330  
*DOES NOT INCLUDE KATY DEPOT*

**SOUTH**  
RENTAL FEE - PER DAY  
NON-RESIDENT: \$495  
RESIDENT: \$330  
*PRICE INCLUDES SHELTER*



- Special Use Fee includes the rental fees of the facilities within the designated sections except Katy Depot.
- Residency rates are determined by the State of Missouri Letter of Incorporation of the event organization.
- Pricing subject to change.

# 90/10 Profit-Sharing Proposal for St. Charles Park Events

Presented to the Parks and Recreation Board, City of St. Charles

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## Overview

The City of St. Charles' Parks—Frontier Park, Wapelhorst, Blanchette, and others—are more than green spaces; they are **community hubs** where families gather to enjoy the outside. In addition, parks are a great venue to host signature events like **Festival Little Hills, Saint Charles Oktoberfest**, and regional **sporting tournaments**. These large-scale events bring cultural vibrancy and economic value, but the extensive volume during a short timeframe also increase wear and tear and maintenance needs—from landscaping and trash removal to infrastructure repairs and aesthetics. The below proposal provides a strategy to shift the increased maintenance cost to user and not the everyday taxpayer.

This proposal introduces a **90/10 profit-sharing model** for *ticketed events* to ensure that those who benefit most also help maintain these parks—**without placing additional tax burdens on residents**.

We respectfully request the Parks and Recreation Board to support this model, adopt it into Parks policy, and recommend its' adoption by the City Council through an amendment to **Chapter 150 (Fees)** of the City Code.

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## How It Works

- **Standard Rental Fee (Unchanged)**  
Event organizers continue to pay the current park rental fee (e.g., \$10,000 for Frontier Park, cost for Park Rangers etc). This fee structure remains intact and predictable.
- **90/10 Gate Revenue Split**  
For *ticketed events*, the **organizer retains 90%** of gate revenue, and **10% goes to the City**.  
*Example:*
  - Gate Revenue = \$50,000
  - City Rental Fee = \$10,000
  - City's Share (10%) = \$5,000
  - After subtracting the rental fee, the Parks' Department nets \$15,000 (a \$5,000 increase from previous model)
  - The City's \$5,000 is then **reinvested in the park used for the event**

- **Reinvestment in Host Parks**  
The City's 10% share will be **restricted for maintenance, repairs, and improvements** in the specific park where the event was held (e.g., Frontier Park for Oktoberfest, Legacy Farm Park for Bike event, Wapelhorst Park for regional Soft Ball tournament, McNair Park for Regional Pickleball Tournaments).
- 

## Legal & Financial Structure

- **Definition of Gate Fee Revenue**  
“*Gate Fee Revenue*” is defined as **all fees collected for admission to a gated event** held in a Saint Charles Park.
  - **Revenue Sharing Clause**  
90% of the total Gate Fee Revenue is retained by the event organizer; 10% is allocated to the City of St. Charles. The City Park's portion is **dedicated exclusively** to the park where the fees were collected.
  - **Restricted Use of Gate Fee Revenue**  
Revenue collected by the City Parks under this model shall be used **only** for:
    - Operation
    - Maintenance
    - Repair
    - Capital improvements  
...of the specific park where the event was hosted. Funds may be **used annually** or **accumulated over time** to address high-cost improvements.
  - **Segregation of Funds**  
The City Parks shall maintain a **dedicated general ledger account** for Gate Fee Revenue.
    - No commingling with other City funds is allowed
    - Revenue may be combined with *other park-specific funds*, but **must be used for the same park** it was collected from
- 

## Benefits

- **For Parks**
  - A **new, sustainable revenue stream** to handle event-related wear and tear
  - Protects park quality without increasing taxes or cutting other services
- **For Event Organizers**
  - Maintains **stable rental fees**
  - A **fair, performance-based model**—organizers retain the majority of their proceeds
  - Flexibility to offer **exemptions or reductions** for nonprofits and charitable events

- **For Residents**
    - Cleaner, safer, better-maintained parks
    - No additional tax burden—funds come from event revenue
    - Preserves the long-term value and enjoyment of our shared public spaces
- 

## Addressing Concerns

- **Not a Tax**

This model is legally structured as a **user fee**—not a tax—making it compliant with the **Hancock Amendment**.
  - **Transparency & Accountability**
    - Revenue reporting requirements ensure funds are tracked
    - A proposed **dedicated general ledger account** will direct and monitor usage
    - Public, Parks Board and Council oversight maintain trust and visibility
  - **Fairness**
    - No impact on existing rental fees
    - A **pilot program** (e.g., a biking, softball or festival event in 2026) can be used to gather feedback and refine implementation
    - Input from organizers and the public will be invited during hearings
- 

## Call to Action

We respectfully request the Parks and Recreation Board to:

- ✔ **Recommend** this 90/10 profit-sharing model for formal adoption as a new Park policy.
- ✔ **Recommend** this 90/10 profit-sharing model for formal adoption as a Chapter 150 ordinance amendment
- ✔ **Propose a 2025-2026 pilot program** to evaluate the model with live data and community feedback
- ✔ **Support the creation** of a dedicated dedicated general ledger account to ensure all reinvested funds benefit the hosting park
- ✔ **Encourage public engagement** from residents and event organizers through open hearings and transparent planning

## Why Funds Should Stay in the Park Where They Were Collected

- **Direct Impact & Responsibility**

Events that generate revenue also create the most wear and tear—damaged turf, stressed infrastructure, increased cleanup needs. Using those funds **in the same park** ensures the event helps cover the cost of the impact it causes.

- **Fairness & Transparency**

Residents and organizers alike can clearly see that **their contributions benefit the space they used**. This avoids frustration or confusion over where the money goes and ensures trust in the process.

- **Park-Specific Needs Vary**

Each park has unique features and maintenance demands. Frontier Park may need riverbank erosion protection, while Wapelhorst might require turf rehab or irrigation upgrades. Keeping funds local **lets us prioritize what matters most in that space**.

- **Motivates High-Quality Events**

Organizers become **partners in preservation**, knowing that part of their success helps maintain the exact venue they're using year after year.

- **Prevents Dilution of Impact**

When funds are spread across the entire system, **no single park gets enough to make real improvements**. Concentrating the investment makes the impact visible and meaningful.

## **Suggested details for insertion into the Special Event Use Policy**

### **Organizations Hosting Ticketed Events in Public Parks**

#### **Purpose**

To establish clear guidelines and responsibilities for organizations utilizing public park facilities for special events that request to assess a gate admission or ticketing, ensuring safety, public accountability, and compliance with park regulations.

#### **Definition**

A ticketed special event is any activity that will be advertised to the public and for which a ticket will be sold on site and required for admission to attend the event by a third-party non-profit organization.

---

### **1. Permit and Event Approval**

- All organizations must obtain a Special Event Permit from the Parks and Recreation Department before requesting to host a ticketed event.
  - The permit application must include:
    - Ticketing structure and pricing
    - Expected attendance
    - Security and staffing plan
    - Site layout for crowd control with designated entrance/exit points
    - Detailed plan for crowd control barriers for designated ticketed event area to include type of barrier
- 

### **2. Admission Control**

- The host organization is responsible for:
    - Staffing entry gates
    - Validating tickets or credentials
    - Controlling access to the event area
  - Wristbands, stamped passes, or digital ticket scanning systems must be used to verify paid admission and to support re-entry if allowed.
- 

### **3. Ticket Sales and Pricing**

- The organization must disclose:
  - All ticket prices (including tiers, discounts, and age-based pricing)
  - On-sale dates and sales channels (e.g., online, at the gate)

- Complimentary or sponsored admissions must be tracked and reported as part of final attendance counts.
  - The Parks and Recreation Department reserves the right to request a ticket sales summary or audit.
- 

#### **4. Security and Gate Operations**

- The organization must provide a security plan for gate operations, which may include:
    - Bag checks
    - Security personnel or contracted guards
    - Crowd control barriers and signage
  - The department may require coordination with law enforcement or emergency services for larger events as detailed within the Special Event Use Policy.
  - Visitors to the event who do not obtain a ticket are trespassing will be escorted out of the event area.
- 

#### **5. Re-Entry Policy**

- If re-entry is allowed, a system must be in place (e.g., wristbands or hand stamps).
  - Re-entry privileges must be clearly communicated to attendees and posted at entry points.
- 

#### **6. Refunds and Cancellation**

- A refund and cancellation policy must be submitted with the event permit application.
  - In the event of cancellation, the organization is responsible for communicating with ticket holders and issuing refunds if applicable.
  - The Parks and Recreation Department reserves the right to cancel or postpone events due to weather, safety, or non-compliance.
- 

#### **7. Public Access and Park Use**

- Events in non-gated sections of public parks must maintain general public access to park amenities not reserved for the event.
  - Gated ticketed areas must be clearly marked with fencing, signage, and controlled access points.
  - Blanchette and Wapelhorst Aquatic Facilities are not available for ticketed events.
  - No permanent structures or damage to the grounds is permitted.
-

## **8. Revenue Sharing**

- 90% of the total ticket fee is retained by the event organization; 10% is to be donated to the Parks and Recreation Department.
  - Restricted use of ticket fee revenue shall be used for operations, maintenance, and capital improvements of the specific park where the event was hosted.
- 

## **9. Reporting Requirements**

- Within 10 business days after the event, the organization must provide:
    - Final attendance figures
    - Incident or security reports
    - Ticket sales summary (if required)
  - Additional reporting may be required for recurring events.
- 

## **10. Compliance and Enforcement**

- Organization will submit application for a ticketed event for staff review and approval.
- Failure to adhere to this policy or permit conditions may result in:
  - Fines or penalties
  - Loss of future event privileges
  - Immediate suspension or cancellation of the event

**St. Charles Parks and Recreation Board**

**MEMORANDUM**

**Date:** August 1st, 2025

**From:** Chris Atkinson, Assistant Director of Parks & Recreation

**RE:** Contract with SWT Design Inc. to complete professional design services for the Legacy Farms Park Project \*

**Summary:**

The next phase in the development of the Legacy Farms Park Phase 1 construction project is retaining a consultant to complete the construction design documents and facilitate the bidding, permitting and construction process.

On June 5<sup>th</sup>, 2025 with the assistance of Navigate Building Solutions the department issued a Request for Qualifications (RFQ) document that was sent to local consultant groups. The deadline to submit qualifications was June 19<sup>th</sup>. We received 5 submissions. Staff then evaluated the proposals using the criteria spelled out in the RFQ and selected the three highest scoring proposals that would be interviewed. Interviews were completed on June 27<sup>th</sup>.

The consultant group led by SWT Design Inc. were selected as the best group based upon their performance and responsiveness in the interview, their ability to meet the tight timelines for design and construction provided in the RFQ, the team of sub-consultants they had assembled, and their familiarity with the project (They completed the Master Plan for the park back in 2021).

On July 7<sup>th</sup> SWT submitted their fee for the work and since that time Navigate and Parks staff have been negotiating the final scope of work and agreement amount. The City Legal Department has also been involved throughout this process. The finalized agreement is attached to this memo.

The final amount of the agreement is \$596,730. This amount falls within the amount allocated for soft costs in the program budget provided by Navigate during the Phasing Plan for the park in February of 2025.

Since the purchase is over \$15,000 Park Board approval is needed.

**Staff requests favorable consideration of the contract with SWT Design Inc. complete the professional design services for the Legacy Farms Park project in an amount not to exceed \$596,730.**



# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 6th day of August in the year 2025  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect’s client identified as the Owner:  
*(Name, legal status, address and other information)*

City of St. Charles, Missouri  
Parks and Recreation Board  
1900 Randolph Street  
St. Charles, MO 63301

and the Architect:  
*(Name, legal status, address and other information)*

SWT Design  
7722 Big Bend Boulevard  
St. Louis, Missouri 63119

for the following Project:  
*(Name, location and detailed description)*

St. Charles Park – Legacy Farms Park Phase 1

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

**User Notes:**

(1330533167)

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
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7	COPYRIGHTS AND LICENSES
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13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(Paragraph deleted)*

§ 1.1.1 The Owner's program for the Project:

*(Paragraph deleted)*

In 2019, the City of St. Charles by and through its Parks and Recreation Board, purchased 97 acres of property located off Highway 94 and Highway B. This property is adjacent to the 96.9 acres that was purchased by the Orchard Farm School District. The combined properties will include amenities that can be utilized by both parks and schools creating a unique opportunity to collaborate and create a space for the school district and community to enjoy.

§ 1.1.2 The Project's physical characteristics:

*(Paragraph deleted)*

The City of St. Charles has chosen to develop the first 20 acres of the site within the 97-acre site as Phase 1 of this new park. Phase 1 will include a signature playground, family pavilion with restrooms, small pump track, frisbee disc golf course and multi-use trail. Also included within this scope of work are boardwalks, a large meadow/prairie area, access road from Highway B, parking lot, full concrete walkways, two matching overlook pavilions with associated utilities as well as street and parking lights.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

The Owner's anticipated Total Program Budget (TPB) \$5,400,000 and Cost of the Work (COW) for the facility and fixed equipment is anticipated to be \$4,400,000 and will be attached hereto by a Contract Amendment prepared and mutually agreed upon at the completion of the Project Planning Phase and prior to the Schematic Design Phase. The TPB and COW for this Project, or designated portion thereof, may be modified in writing only in the form of a Contract Amendment.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:  
August, 2025 - Design Kick Off  
February 2026 – Finalize Construction / Bid Documents 100%
- .2 Construction commencement date:  
April 2026
- .3 Substantial Completion date or dates:  
December 2026
- .4 Other milestone dates:  
N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
(Paragraph deleted)

Construction will be procured via the competitive hard bid procurement process. Multiple packages may be required for procurement of play equipment or other structures.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

None Identified

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address, and other contact information.)

NAVIGATE Building Solutions  
8419 Manchester Road  
Brentwood MO 63144

The Owner's Representative for the Project is NAVIGATE Building Solutions. NAVIGATE's Project Representative is Lori Badalamenti, Project Manager. Architect shall direct all communication to the Owner through NAVIGATE and shall take direction from NAVIGATE on behalf of the Owner, provided that only the Owner may agree to any Modifications to this Agreement, including adjustments to Architect's compensation for the Project.

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§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:  
TBD

Init.

**.2**  
*(Paragraphs deleted)*

Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

Construction Materials Testing  
Geotechnical Services  
Construction Management Services

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

SWT Design  
7722 Big Bend Boulevard  
St. Louis, Missouri 63119  
Jay Wohlschlaeger, Managing Partner

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

- .1** Architectural Design: Introba
- .2** Structural Engineer: Oates Associates
- .3** Mechanical, Electrical, and Plumbing Engineer: Introba

*(Paragraph deleted)*

- .4** Civil Engineer: Bax Engineering
- .5** Bike Park / Pump Track Designer: American Ramp Company
- .6** Native Landscape Consultant: Cacalia
- .7** Disc Golf Design: Gateway Disc Sports

**§ 1.1.11.2** Consultants retained under Supplemental Services:

To be mutually selected, if required.

**§ 1.1.12** Other Initial Information on which the Agreement is based:

N/A

Init.

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User Notes:

(1330533167)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and Two Million Dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000 ) each accident, One Million Dollars (\$ 1,000,000 ) each employee, and One Million Dollars (\$ 1,000,000 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Prior to commencing any work or services under this Contract, Architect shall furnish the Owner with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Architect's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the Owner shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above-cited policies expire during the life of this Contract, it shall be Architect's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the insurance provisions identified herein. Certificates shall specifically cite the following provisions:

The Owner, its agents, representatives, officers, directors, officials and employees and NAVIGATE Building Solutions shall be named an Additional Insured under the following policies:

- i. Commercial General Liability
- ii. Automobile Liability
- iii. Excess or Umbrella Liability - Follow Form to underlying insurance.
- iv. Architect's insurance shall be primary insurance as respects performance of subject contract.
- v. All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against the Owner, its agents, representatives, officers, directors, officials and employees and NAVIGATE Building Solutions for any claims arising out of work or services performed by Architect under this Contract.
- vi. Certificate shall cite a 30-day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

§ 2.5.9 The Architect is responsible for the coordination of all drawings and other design documents relating to the Architect's project design, regardless of whether such drawings and documents are prepared by the Architect or by the Architect's consultants. If preliminary or design development work has been performed by others, the Architect is nevertheless fully responsible for and accepts full responsibility for such earlier work when the Architect performs subsequent phases of the Basic Services, as fully as if the preliminary, schematic, and design development work had been performed by the Architect itself. The Architect is responsible for coordination and internal checking of all design documents and for the accuracy of all dimensional, layout and specified information contained therein, as fully as if each document were prepared by the Architect. The Architect is responsible for the completeness and accuracy of all documents, including drawings and specifications, submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

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§ 2.5.10 The Architect must prepare drawings, specification and other documents necessary so that the construction contract bid from a responsive, responsible bidding contractor will be within the Cost of the Work defined by the last estimate agreed upon by all parties prior to Project Bidding. The Architect shall be responsible to redesign at its own expense to reduce scope to get within budget.

§ 2.5.11 Drawings and Specifications issued in pdf format shall be indexed / bookmarked with drawing sheet number and name or specification section number and name.

§ 2.5.12

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

The Architect, in consideration of the Fee specified hereinafter, conveys and agrees to perform, in connection with this Project, with the assistance of competent registered professional staff and/or sub consultants, including but not limited to the disciplines below, and any others as necessary to complete the professional services as detailed herein or in any additional contract Attachments/Exhibits:

- i. Architectural and Interior Design
- ii. Mechanical Engineering
- iii. Plumbing Engineering
- iv. Electrical Engineering
- v. Fire Protection Engineering
- vi. Structural Engineering
- vii. Civil Engineering
- viii. Landscape and Irrigation Design
- ix. Public Agency Interface: All pre-planning required for Authorities Having Jurisdiction ("AHJ") approvals and permitting.
- x. Code Analysis: Overall building and life safety code reviews to be conducted by all disciplines. All meetings with AHJs to confirm code interpretations and design assumptions and to pre plan for permitting.
- xi. Presentations to the Board or Council: 3 Presentations to Park Board
- xii. Typical Construction Phase administration

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the

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Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents

including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 During the Construction Documents Phase, the Owner's Representative may perform a constructability review of the documents to assess the completeness and quality of the documents. The review will be shared with the Architect in a written and/or graphic format of comments. Architect shall promptly review and respond to comments and incorporate the accepted recommendations into the Construction Documents.

#### § 3.5 Procurement Phase Services

##### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.1.1 Architect shall produce a Conformance Set / For Construction Set of drawings and specifications, to incorporate all bid addenda and accepted bid alternates into the original bid set, within 30 days of bid opening.

##### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 attending and assisting with a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

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- .4 attending and assisting with the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's and Architect's consultants' negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated,

installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. The issuance of a Certificate for Payment shall be a representation that the Architect has substantially performed on-site inspections to check the quality or quantity of the Work.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the

appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.4.6 The Architect will not delegate submittal review to anyone outside of their immediate or consultant teams. Architect will not defer any inspections or submittal review to the Owner or Owner's Representative without prior written approval.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 Preparation of Change Orders which are not initiated by the Owner shall be included as a basic service of the Architect, at no additional cost to the Owner, unless the Owner, in its reasonable discretion, agrees in advance of the preparation of the change order to additional compensation for good cause shown by the Architect with the Contract Documents.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall::

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 The Architect shall be responsible for a complete evaluation of the Project during the eleventh (11th) month after Substantial Completion. Such services shall be furnished without additional charge. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for inspection and verifying the correction of said deficiencies

§ 3.6.6.6 At the completion of the project, the Architect shall incorporate all project change directives (proposal requests, ASIs, CCDs) into the electronic project drawings and provide a final set to the Owner in both pdf and CAD format.

§ 3.6.6.7 The Architect shall provide digital files of final photos to the Owner and to NAVIGATE Building Solutions at no additional cost.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect, Under Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect, Under Basic Services
§ 4.1.1.3 Measured drawings	Architect, Under Basic Services
§ 4.1.1.4 Existing facilities surveys	Architect, Under Basic Services
§ 4.1.1.5 Site evaluation and planning	Architect, Under Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Not Included
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Included
§ 4.1.1.8 Civil engineering	Architect, Under Basic Services
§ 4.1.1.9 Landscape design	Architect, Under Basic Services
§ 4.1.1.10 Architectural interior design	Architect, Under Basic Services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	MEP, FP, LV Systems Only provided by Architect as Basic Service
§ 4.1.1.13 On-site project representation	Architect Regular Visits, Per Basic Services
§ 4.1.1.14 Conformed documents for construction	Architect, Under Basic Services
§ 4.1.1.15 As-designed record drawings	Architect, Under Basic Services
§ 4.1.1.16 As-constructed record drawings	Not Included
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect, Under Basic Services
§ 4.1.1.21 Telecommunications/data design, including Audio Visual, Access Control, Security Camera System, Emergency Call Box	Not Included
<i>(Row deleted)</i>	
§ 4.1.1.22 Security evaluation and planning	Not Included
§ 4.1.1.23 Commissioning	Not Included
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect, Under Basic Services
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Included
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Maximum of Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Bi-weekly visits to the site by the Architect during construction up to a maximum of 16 visits. Architect to issue field report within 72 hours with pictures and comments of observations and/or corrective actions required.
- .3 Structural Engineer of Record: Two (2) site visits, each with a field report within 72 hours with pictures and comments of observations and/or corrective actions required.
- .4 Architectural Designer and MEP Engineer of Record: Three (3) site visits, each with a field report within 72 hours with pictures and comments of observations and/or corrective actions required.
- .5 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .6 Two ( 2 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of

the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within 18 Months (18 ) of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Provided, however, that failure of the Owner to provide such notice to the Architect shall in no way affect the Architect's obligations under this Agreement, nor shall such failure relieve the Architect from any liability for its failure to discover and correct any such fault, defect, error, omission, or inconsistency.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect or NAVIGATE Building Solutions; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 For each design phase deliverable, the Architect shall provide an estimate from the Engineer of Record for the Mechanical, Plumbing, Electrical, Furniture, specialty park amenities and possible playground scopes of work. Furthermore, the Architect shall collaborate with and review Navigate Building Solutions' estimates of the civil, structural and building scope of services. The Architect may, at its own expense, prepare independent estimates of the COW if deemed necessary.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;

- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All right, title and interest, including all rights under federal and state copyright and intellectual property laws in the Drawings, Specifications and other documents prepared by the Architect for this Project (collectively "Instruments of Service") and the electronic methods of reproducing such documents are hereby conveyed, assigned and transferred by Architect and its consultants to Owner. Owner shall retain legal title to such Instruments of Service, whether or not the project for which they may be made is completed, provided that the Architect has been paid for all compensation due under this Agreement for the services completed by the Architect. No further compensation shall be due to the Architect for Owner's use of the Instruments of Service, whether during performance of this Agreement or after its termination or completion. Except as described below, Owner may use the Instruments of Service for any purpose. Owner agrees not to sell the Instruments of Service to others under any circumstances, and to hold harmless the Architect for any re-use of the Instruments of Service by Owner, provided that the Architect is not the Architect of Record for the re-use and the re-use is not for maintenance, repair or operation of the Owner's Facility. All Instruments of Service, including series in electronic form, shall be furnished to the Owner in a format requested by Owner, including electronic format.

*(Paragraphs deleted)*

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.

§ 7.4 The provisions of this Article 7 shall survive the termination of this Agreement.

*(Paragraph deleted)*

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

*(Paragraphs deleted)*

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

**.1 Stipulated Sum**

*(Paragraphs deleted)*  
\$586,730.00

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

As mutually negotiated, if required/requested.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

As mutually negotiated, if required/requested.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as follows:  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

As mutually negotiated, if required/requested.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Project Kickoff and Visioning	\$48,500.00
Concept / Schematic Design Development	\$124,500.00
Design Documents DD/CD/Permitting	\$272,330.00
Construction Administration	\$128,600.00
Topographic Surveying	\$12,800.00
<hr/>	
Total Basic Compensation	\$586,730.00

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

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User Notes:

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate (\$0.00)
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**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
  - .1 Architect shall provide owner with 1 full size and 1 half size sets of documents at each design milestone.
  - .2 Architect shall provide to Navigate Building Solutions one half size set and one full size set of documents at each design milestone; and,
  - .3 Anticipated Design Milestones are: Schematic Design, Design Development, 50% Construction Documents, 100% Construction Documents.
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective;
- .12 Other similar Project-related expenditures;

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred. Reimbursables shall not exceed \$10,000.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

1.5 % per month

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

The Architect shall indemnify and hold the Owner and the Owner’s officers and employees and NAVIGATE Building Solutions harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect’s obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend (except with respect to matters covered by the Architect’s comprehensive general liability policy). The Architect’s duty to indemnify the Owner and the Owner’s officers and employees under this Section shall be limited to the policy limits for the insurance policies that the Architect is required to obtain pursuant to the provisions of this Agreement, or actual policy limits for the insurance policies that the Architect has obtained, whichever is greater.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2

*(Paragraphs deleted)*

[deleted].3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

N/A

Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A –2025-2026 Hourly Rates  
Exhibit B –Certificates of Insurance

Init.

.4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

None

This Agreement entered into as of the day and year last signed below.

ST. CHARLES PARKS & RECREATION  
BOARD

CITY OF SAINT CHARLES, MISSOURI

\_\_\_\_\_  
Sandy Bichel                      Date  
President

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

Attest:

Attest:

\_\_\_\_\_  
Anna Shy                              Date  
Secretary

\_\_\_\_\_  
Kim Hudson                              Date  
City Clerk

ARCHITECT  
SWT DESIGN INC.

\_\_\_\_\_  
*Jay Wohlschlaeger*              8/1/2025  
\_\_\_\_\_  
Jay Wohlschlaeger              Date  
Partner

CERTIFICATE OF DIRECTOR OF FINANCE

(Row deleted)

I certify that the expenditure contemplated by this document is within the purpose of the appropriation and the work program contemplated thereby, and that there is a sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

(Row deleted)

\_\_\_\_\_  
Jennifer O'Connor,              Director              Date  
of Finance

(Row deleted)

Init.

**EXHIBIT A**  
2025-2026 Hourly Rates

**SWT Design Hourly Rates**

Managing Partner	\$225.00
Partner	\$190.00
Sr. Associate I	\$155.00
Sr. Associate II	\$145.00
Civil Engineer I	\$155.00
Civil Engineer II	\$135.00
Senior Planner	\$150.00
Planner	\$125.00
Associate	\$125.00
Designer	\$ 95.00
Staff I	\$ 90.00
Staff II	\$ 80.00
Staff III	\$ 70.00
Administrative	\$110.00
Clerical	\$ 70.00

**BAX Hourly Rates**

Department Manager	\$225.00
Sr. Project Engineer Mgr.	\$190.00
Project Engineer	\$155.00
Designer/Surveying Tech.	\$145.00
Survey Crew	\$155.00
Reg. Surveyor	\$135.00
Clerical / Print	\$150.00

**EXHIBIT A**  
2025-2026 Hourly Rates

**Introba Hourly Rates**

*Effective January 1, 2025*

Labor Classification	Hourly Rate	Labor Classification	Hourly Rate
Sr. Principal	\$325.00	Sr. Associate, Sr. Planner	\$220.00
Principal	\$315.00	Associate, Sr. Planner	\$195.00
Sr. Associate, Sr. Project Manager	\$220.00	Planner	\$170.00
Associate, Sr. Project Manager	\$195.00	Planning Specialist	\$140.00
Project Manager	\$170.00	Planning Coordinator	\$105.00
Sr. Associate, Sr. Architect	\$220.00	Associate, Sr. BIM Manager	\$195.00
Associate, Sr. Architect	\$195.00	BIM Manager / Specialist	\$170.00
Project Architect	\$170.00	Senior BIM Coordinator	\$140.00
Architect	\$140.00	BIM Coordinator	\$105.00
Sr. Associate, Sr. Interior Designer	\$220.00	BIM Technician	\$90.00
Associate, Sr. Interior Designer	\$195.00	Senior Project Coordinator	\$140.00
Project Interior Designer	\$170.00	Project Coordinator	\$105.00
Interior Designer	\$140.00	Sr. Associate, Sr. Designer	\$220.00
Sr. Associate, Sr. Engineer	\$220.00	Associate, Sr. Designer	\$195.00
Associate, Sr. Engineer	\$195.00	Project Designer	\$170.00
Project Engineer	\$170.00	Designer	\$140.00
Engineer	\$140.00		

*\* Hourly rates are subject to change on January 1 of each year.*

**Oates Associates Hourly Rates**

Principal Engineer	\$250
Senior Professional II	\$240
Senior Professional I	\$225
Professional IV	\$205
Professional III	\$190
Professional II	\$165
Professional I	\$140
Junior Professional II	\$125
Junior Professional	\$110
Technician III	\$165
Technician II	\$135
Technician I	\$105
Technician	\$80
Technician Intern	\$70



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edgewood Partners Insurance Center 3780 Mansell Rd. Suite 370 Alpharette GA 30022	<b>CONTACT NAME:</b> ACEC Certificates <b>PHONE (A/C. No. Ext):</b> 770-552-4225 <b>E-MAIL ADDRESS:</b> ACECcertificates@greyling.com		<b>FAX (A/C. No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> SWT Design, Inc. 7722 Big Bend Blvd. Shrewsbury MO 63119	<b>INSURER A:</b> Hartford Casualty Insurance Company		<b>NAIC #</b> 29424
	<b>INSURER B:</b> Sentinel Insurance Company, Ltd.		11000
	<b>INSURER C:</b> Hartford Fire Insurance Company		19682
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 1112657954

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			20SBWAJ5614	6/1/2025	6/1/2026	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			20UEGIA3674	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20SBWAJ5614	6/1/2025	6/1/2026	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	Professional Liability			20OH044169525	6/1/2025	6/1/2026	Per Claim Aggregate	\$ 2,000,000 \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project: St. Charles Park – Legacy Farms Park Phase.  
 City of St. Charles and Navigate Building Solutions are named as Additional Insureds on the above referenced liability policies with the exception of professional liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

**CERTIFICATE HOLDER****CANCELLATION**

City of St. Charles, Missouri  
 Parks and Recreation Board  
 1900 Randolph Street  
 St. Charles MO 63301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**EXHIBIT**

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**NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

<b>SCHEDULE</b>	
<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
City of St. Charles, Missouri Parks and Recreation Board 1900 Randolph Street Saint Charles MO 63301	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 07/28/2025

Policy No.: WC 29-38-687-23

Endorsement No:

Insured: Paychex PEO Holdings, LLC Alt. Emp: SWT DESIGN, INC

Premium: \$

Insurance Company: American Zurich Insurance Company

**WC 99 06 33**

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## MEMORANDUM

Date: July 31, 2025

To: Parks and Recreation Board

From: Maralee M. Britton, Director

RE: Discussion of 1930's Cagney Steam Engine Miniature Train Located at City Hall

Board Members,

Eden Springs Michigan Park Preservationists has requested the donation of the miniature locomotive in the lobby of City Hall. This is a 501(c)(3) non-profit organization dedicated to preserving, restoring and operating the historic Eden Springs Park through education and entertainment.

Mayor Borgmeyer is requesting feedback of this request as the miniature train was property of the Parks and Recreation Department.

History:

The miniature train locomotive and tracks were donated by the Vatterott family to Parks and Recreation in November of 1971. The intent was to refurbish and make operable with a park providing train rides. Through discovery, the locomotive required much more repair than originally thought and no repairs were made.

November 4, 1981 Parks and Recreation Board meeting, Councilmember Wetter requested the train and equipment be donated to the City which was approved by the Board with the stipulation that should the City decide to dispose of the train and components, the Board would be given the first right of refusal.

The City refurbished the locomotive and placed it on display in the lobby of City Hall.

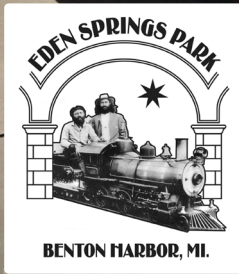
Eden Springs Park Preservationists is requesting donation of the Cagney Steam Engine and if desired, would trade for a Tom Thumb Streamliner which they believe is a more suitable display for our area as the Katy MKT railway ran the Texas Special Streamliner from St. Louis to Texas. All transfers would be at the expense of Eden Springs Park.

Attached are a few photos from their presentation as reference.

Staff would recommend a thanks for first right of refusal with no interest in the Cagney Steam Engine or the Tom Thumb Streamliner for department use.

**Trade from: City of St. Charles to Eden Springs Park Preservationists, Benton Harbor, MI**

**Trade From: Eden Spring Park Preservationists, Benton Harbor, MI to City of St. Charles, MO**





**We are sure that there will be others. However, we will not know how many and what kinds. We won't be able to until we've got the locomotive and can do an in-depth master check.**

**If the locomotive is not in operating shape. We will cosmetically restore it to its 1950s look and use it as a static display to teach the public about our park's history.**





**"Tom Thumb Streamliner"  
By Clark Manufacturing  
Co. Bradenton, FLA**

MEMORANDUM

Date: July 31, 2025

To: Parks and Recreation Board

From: Maralee M. Britton, Director

RE: Sunshine Law and Legal Update for City Boards and Commissions

City Attorney Holly Magdziak wishes to provide a brief training for Board Members on the Sunshine Law including public meetings, closed meetings, and records under Chapter 610, RSMo., as well as several rules and policies governing ethics, such as conflicts of interest and recusals.