

ST. CHARLES PARK & RECREATION BOARD
Work Session Tentative Agenda
October 1, 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 and Consideration for approval the Organizations Hosting Ticketed Events in Public Parks Policy effective January 1, 2026*
5. Discussion and Consideration for approval amending the Special Event Use Policy Manual effective January 1, 2026*
6. Discussion and Consideration for approval amending the Business Use Policy effective January 1, 2026*
7. Discussion and Consideration of revoking the Athletic Facility League and Tournament Policy and the Permits for Use of the Ball Fields and adopting the Athletic Field Use Policy effective January 1, 2026*
8. Discussion and Consideration of revoking the Soccer Complex Practice Permit Policy effective at passage*
9. Discussion and Consideration for approval of a contract with Lochmueller Group Inc. to complete the Legacy Farms Park Updated Traffic Study in an amount not to exceed \$23,000.00*
10. Adopt a Park (Board Member observations pertinent to facilities, programs and services within the System)
11. Closed Session (As Indicated)
 - A. Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (RSMo 610.021.1)
 - 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)

11. 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: September 25, 2025

To: Parks and Recreation Board

From: Maralee M. Britton, Director

RE: Policy Recommendations

For your consideration of approval are several policies reviewed by the Legal Department.

4. Discussion and Consideration for approval the Organizations Hosting Ticketed Events in Public Parks Policy effective January 1, 2026*

As discussed at the August 6 Work Session, the recommended policy is attached. The next two policies edits remove the prohibition of fees for entering parks for events, leagues or tournaments and refers to the Organizations Hosting Ticketed Events in Public Parks.

5. Discussion and Consideration for approval amending the Special Event Use Policy Manual effective January 1, 2026*

6. Discussion and Consideration for approval amending the Business Use Policy effective January 1, 2026*

7. Discussion and Consideration of revoking the Athletic Facility League and Tournament Policy and the Permits for Use of the Ball Fields and adopting the Athletic Field Use Policy effective January 1, 2026*

These changes combine two policies into one, add rules for use of the turfed Wapelhorst Ball Field Complex and removes prohibition of fees for entry referring to the Organizations Hosting Ticketed Events Policy.

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

The Soccer Complex Practice Permit Policy only applies to the former St. Charles Soccer Complex and therefore recommending revocation.

St. Charles Parks and Recreation Board
Policy for 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 ticket / gate admission fee, for ensuring public safety and accountability, and for compliance with park regulations. All rules, regulation and fees within other applicable policies apply.

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 or in advance and is required for admission to attend the event.

1. Permit and Event Approval

- All organizations must obtain a park use permit from the Parks and Recreation Department (“Department”) before a request to host a ticketed special event, athletic tournament, league business use or similar use of a park intended to be open to public attendance. *(The request may be made in conjunction with the permit application.)*
 - The ticketed event 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.
 - Applications will be reviewed by the Department and may require modifications for approval.
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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.
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3. Ticket Sales and Pricing

- The organization must disclose in advance to the public:

- 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 Department reserves the right to request a ticket sales summary or audit.
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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:
 - First priority for law enforcement services shall be the safety of event guests.
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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.
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6. Prohibited Items

- The organization must list prohibited items at the gate, and enforce the prohibition. The list shall include:
 - Illegal substances
 - Outside alcohol
 - Glass containers
 - Drones (unless authorized by the Department).
 - The final list of prohibited items must be provided to the Department for review and approval, and posted publicly at event admission points.
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7. Accessibility

- The organization must ensure that all gate admission points and event features are ADA-compliant.
- Reasonable accommodations for guests with disabilities must be planned and documented, and may be required to be submitted to the Department for review.

8. 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 Department reserves the right to cancel or postpone events due to weather, public safety, or non-compliance.

9. 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 allowed.

10. Revenue Sharing

- 75% of the total ticket fee may be retained by the event organization; 25% of the total ticket fee shall be donated to the Department.
- The Department's ticket fee revenue share shall be used for operations, maintenance, and capital improvements of the public parks.

11. Reporting Requirements

- Within 10 business days after the event, the organization must provide to the Department reports of:
 - Final attendance reflecting a daily tally
 - Incident or security reports
 - Ticket sales summary reflecting a daily tally.
- Within 15 business days after the conclusion of the event, the organization must provide to the Department its revenue share of the ticket fee.
- Additional reporting may be required for recurring events.

12. Compliance and Enforcement

- 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.

Modifications

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

Effective Date: January 1, 2026



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.

Adopted 12/4/2013; Revised 12/21/2016; 10/16/2019; 9/4/2024; Proposed 10/1/2025

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. 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

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~~6~~. 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.

Hours of Operation and Set-up/Tear Down

- 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 as authorized by the Department, and only during designated loading and unloading times, ~~except as authorized by the Department.~~ Once the Department provides authorization for vehicle movement, it is the event organizer's responsibility to facilitate these movements. Safety protocols for performing these movements must be outlined in the pedestrian and vehicular traffic plan.

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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.

E. Law enforcement's first priority in providing services will be the safety of the event guests.

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

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.

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-philosophy~~ of the Parks and Recreation Board ~~that everyday general~~ 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.~~ The Board recognizes parks are an opportunity to host events creating a

[community gathering space for celebration. Organizations requesting to host a ticketed event shall apply and abide by the Organizations Hosting Ticketed Events in Public Parks Policy.](#)

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.

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.



ST. CHARLES PARKS AND RECREATION BOARD

BUSINESS USE AGREEMENT POLICY

The St. Charles Parks and Recreation Department, hereinafter “**Department**”, of the City of St. Charles, Missouri, hereinafter “**City**”, operates and maintains public park facilities at various locations throughout the City.

The purpose of this Business Use Agreement Policy, hereinafter “**Ppolicy**”, is to set a standard of expectation for a Business requesting to use park space/facilities on a regular or intermittent basis. A Business is defined as an organization or enterprising entity engaged in commercial, industrial or professional activities for-profit or not-for-profit. It is the intent of this Policy that such business use ~~which~~ is consistent with the level of service expected from the Department while offering beneficial amenities for the public. Fees charged for the issuance of a Permit pursuant to this Ppolicy is intended to recover costs associated with the upkeep of the amenity. ~~A Business is defined as an organization or enterprising entity engaged in commercial, industrial or professional activities for profit or not for profit.~~

~~The Business Use Agreement shall apply to businesses requesting to use a park space or facility for the purposes of operating their business on a regular or intermittent basis.~~

Availability of Amenities

Open park space is available year-round during normal Park operating hours and within the time reserved by the renter of the facility. Special requests not within regular operating hours may be considered.

Modifications

The Parks and Recreation Board, hereinafter “**Board**”, appoint the Director, or Director’s designee, to reserve the right to modify or waive any policy or fee as it deems necessary and in the best interest of the City.

Reservation Procedures

1. A designee of the Business must complete the Business Use ApplicationRequest Form and submit it to Department no less than 30 days prior to the activity to be considered. A deposit may be required at the discretion of Department.
2. Incomplete or late applications requests could result in the business use request being denied.
3. Schedules of the intended use must be submitted to Department no less than 5 days prior to the requested start date.
4. A Certificate of Insurance, ~~as determined by the City and the Board~~, naming the City as additional insured, and with appropriate coverage and language as determined by City and the Board, must be submitted at least 30 days prior to the activity or use as outlined within

the Insurance provisions of this Policy.

Inclement Weather

Department reserves the right to postpone, cancel or delay Business's activity due to inclement weather. The decision on whether to start any activity may commence rests solely with the Department. If the activity has been started, it is the responsibility of the Business to cancel or delay the same for the safety of the participants and to maintain acceptable conditions of the rented space or area. It is, however, presumed that Park facilities that are outdoors will encounter periods of inclement weather such as rain, snow, extreme cold and heat. Unless an activity is cancelled by the Department for safety reasons or to preserve facilities or an area, there will be no refunds for facilities or permit fees as a result of such inclement weather.

Permit Use Regulations

1. Business shall operate only within the area and at such times specified in a Permit, and only for such times. Operation times should be within normal park operation hours unless prior written authorization is given to operate outside those hours.
2. In case of the potential for loud or projected sounds, care should be taken to avoid disturbing other park visitors and neighboring residents; and, in addition, Business shall act at all times in accordance with the Noise Ordinance in Chapter 230 of the City's Code of Ordinances.
3. Business ~~or its successors or assigns~~ will not assign, mortgage, pledge or otherwise encumber the issued Permit or sublet any park aArea or portion thereof encompassed within the Permit, or allow the privileges granted rights under the Permit to be used by others.
4. Unless specifically stated on the Permit, it is understood that the activity is *not* a fundraiser, ~~and that no admission/parking/gate fee is to be charged.~~ Groups conducting fundraising events must possess ~~not--for--profit~~ status and submit a copy of its Tax Exemption Letter. Copies of all documents must be submitted filed with the Permit application request form. Business will be required to follow the Special Event Use Policy and/or the Organizations Hosting Ticketed Events in Public Parks Policy, instead of the Business Use Agreement Policy, if determined by Department to be more appropriate.
5. The sale of t-shirts, hats, photographs and other novelty items is subject to the prior approval of Department, payment of a vendor fee, and the acquirement of the applicable / proper license or permit from the City.
6. At the discretion of Department, security personnel may be required at Business's expense.
7. Golf carts and/or utility carts are prohibited without the prior written approval of Department. Drivers must possess a valid driver's license.
8. Vehicles may not be driven or parked on grass surfaces, sidewalks, service drives or emergency zones. Only parking lots may be used for loading and unloading.
9. Apparatus or equipment may not be located or stored at the facility unless prior written approval has been given by Department for the use and location of such equipment.
10. Unless permitted by Department, food concession sales and food/drink giveaways are not allowed.
11. Department may revoke any permit granted if it is determined that the application for the permit contained any misrepresentation or false statement, that the space or area is being used for an activity other than ~~that~~ listed on the application, that any condition set forth in the

- policies are not being complied with, or that the safety of the participants in the activities of the applicant or other patrons/visitors is endangered by the continuation of the activity.
12. The area specified in the Permit must be left in a clean and neat condition, and without damage to grounds, Department equipment, or facilities. If it is necessary for Department to provide cleaning services or repair following a Business's use or activity, additional fees will be charged to Business.
 13. Business will cooperate with all requests made by a sStaff member of the City and/or the Department.
 14. Business shall operate in such a manner as to conform to all applicable federal, state, county and municipal laws, ordinances and codes.
 15. All equipment needed for the provision of services which may relate to the activity or use covered by the Permit shall be provided by Business unless otherwise noted. Business shall maintain all such equipment in a safe operating condition.
 16. All terms and conditions set forth in an application for a Permit are hereby incorporated and considered a part of this Policy as if fully expressed herein.
 17. Business agrees that, as it may relate to the Business's services provided under a Permit issued pursuant to this Policy ~~this Agreement~~ and in its provision of services to the public, neither it nor anyone under its control shall allow or engage in discrimination against any employee, worker or applicant for employment or any customer because of race, color, creed, religion, national origin or ancestry, sex, age, handicapped status, or veteran status.

Insurance

Waivers of Liability Requirements:

Business retains sole responsibility for its merchandise and/or use of equipment throughout the approved agreement. Business shall release, indemnify, defend and hold harmless City, its elected and appointed officials, successors, assigns, legal representatives, officers, employees and agents (collectively, "indemnities") for, from and against any and all claims, liabilities, cost damages, losses, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs, attorneys' fees and costs of investigation or otherwise) (collectively, "liabilities") of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) merchandise loss or property damage of any kind whatsoever resulting from or connected to the operation of Business.

Liability Insurance Requirements:

In an effort to manage risk and promote the maximum utilization of Department or 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 Special Event/Activity Liability Insurance Requirement Policy is attached and the Department will specify the category of risk applicable to the Business use request.

Certificate of Insurance and Endorsement Requirements:

A Certificate of Insurance and an Additional Insured Endorsement must be provided to the

Department in the specified form and required amount at least 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 of:
 “City of Saint Charles, 200 North Second Street, St. Charles, Missouri, 63301”

AND

2. An **additional primary insured**, with 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.”

The Additional Insured 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.”

Fees

Business shall remit all Fees due to Department in the form of a personal check, cashier’s check or money order, payable to the St. Charles Parks and Recreation Department, or by credit / debit card (cash prohibited). Payment is required at the time of reservation.

Fee Schedule

Facility	Rental Period	Resident	Non-Resident
Designated Special Use Area	All Day/Per Day	\$110	\$220
Designated Special Use Area	Hourly/Per Day	\$30	\$60

*Residency rates are determined by the address of the Business License.

**Pricing is subject to change

Miscellaneous

1. Nothing herein shall be interpreted or applied as a waiver of the City's sovereign immunity.
2. Nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the City, the Department and the Business.



BUSINESS USE APPLICATION

**Please complete all applicable information;
incomplete applications may delay process.**

To be permitted to operate in St. Charles City Parks, you must complete this form and meet all requirements no less than 30 days prior to Park use.

APPLICANT INFORMATION

Legal Company/Organization Name: _____

Doing Business As: _____

Contact Name: _____

Telephone Number: _____ **Email Address:** _____

Mailing Address: _____

City, State, Zip Code: _____

CLASS/ACTIVITY PROPOSED

Class/Activity Type: _____

Proposed Start Date and Times: _____

For multiple date and recurring dates, please list the proposed schedule, including days and times:

Preferred Park and Location: _____

Back Up Park and Location Option: _____

Anticipated attendance and age groups: _____

Does this activity require that any area of the Park (pParking lots, roadways, sidewalks, etc.) be closed for any period of time? _____ If yes, provide details:

Equipment:

What equipment will be provided: _____

Who will provide the equipment: _____

Activity History: New _____ Recurring _____ How many years has it been held? _____

Have you previously held this Class/Activity at another Parks and Recreation Department? If so, where?

Not for Profit Status, if applicable*: _____

**A certificate of 501 (c) status from the IRS must accompany this application for.*

ILLUSTRATIVE SITE MAP – *If clarification of layout or route is needed, a site map of the class/activity including location(s) of all tents, equipment, routes and activities should be submitted with this application. _____ Attached*

ATTACH BUSINESS PROPOSALS, FLIERS, SOCIAL MEDIA ACCOUNTS OR ANY INFORMATION REGARDING EVENT

_____ Attached

Facebook: _____

Instagram: _____

Website: _____

Snap Chat: _____

Tiktok: _____

Other: _____

Certificate of Insurance will be required– see Insurance requirements ~~below~~ in the Business Use Agreement Policy and attached Special Event/Activity Liability Insurance Policy. The COI does NOT need to be submitted with this form, but must will need to be submitted no less than 30 days prior to ~~your~~ the activity start date.

RAINOUT CONTACT INFORMATION: _____

BACKUP CONTACT INFORMATION: _____

BILLING INFORMATION

How would you prefer your invoice (check one):

Regular Mail: _____ E-Mail: _____

Contact Name: _____

Billing Address: _____

Billing Email: _____ Contact Direct Phone: _____

By signing this application form, it is agreed the Business Owner/Agent has received, read and understands the Business Use Agreement Policy and all fees applicable to the use of St. Charles Parks and Recreation Department Property. Misuse of Park ~~p~~Property or falsification of the Class/Activity as presented in this application may result in rejection or termination of this application or future applications.

By signing this application form, it is further agreed and understood (i) that the Business and/or Business Owner agrees to all terms and conditions of the St. Charles Parks and Recreation Board Business Use Agreement Policy which are incorporated herein as if fully set forth, and (ii) that no agency, partnership, or joint venture is herein created between the City, the Department, and the Business, and Business shall refrain from any representation of such a relationship.

Signature of Applicant: _____

Date: _____

St Charles Parks and Recreation Board

Athletic Field Use Policy

(Tournaments, Leagues and Practices)

It is the Policy of the St. Charles Parks and Recreation Board (hereinafter the “Board”) to charge ~~that~~ fees ~~that charged~~ will recover costs associated with the preparation and use of the athletic fields and facilities of the City’s parks, and to empower the Parks and Recreation Department and its staff Staff, (herein-after “Parks;”), at their sole discretion, to apply this policy for the betterment of the City’s parks system. ~~Department~~. This policy also sets a standard of expectation for Organizations, including its Participants and Visitors, which is consistent with the level of service expected from the City’s ~~our~~ parks system as a whole.

Organizational uUsers of the City’s athletic fields, or those persons requesting such use, shall be responsible for the application, the payment of all fees and damages, the enforcement of all rules, regulations and ordinances, and for assuring that all activities are properly controlled and, ~~assuring~~ that a designated person(s) of authority is on site at all times during the field usage, and for such other requirements listed in these rules.

Availability

Facilities will be available from March 1 to November 30 annually. Minor calendar adjustments may be considered depending on the days of the week which March 1 and November 30 ~~fall occur~~. Special requests outside this time frame may be considered.

Modifications

The ~~Parks and Recreation~~ Board appoints the Director of Parks and Recreation, or designee, to have the authority and reserve the right to modify or waive any policy or fee as it deems necessary and in the best interest of the City.

Reservation Priorities

To ensure fair distribution of facilities, the following priorities will apply for leagues and tournaments:

1. City of St. Charles Parks and Recreation Programs
2. Returning Organizations in good standing
3. New Requests

Reservation Procedures

- A. A designee of the Organization must complete the Athletic Facility League and Tournament Request Form and submit to Parks no less than 30 days before the event to be considered.
 - Incomplete requests may be denied. If two or more organizations request the same time/date/fields, the Reservation Priority list will apply.
- B. A deposit may be required at the discretion of Parks.
- C. Parks will determine if a meeting is necessary prior to any tournaments or league date.s ~~Incomplete requests may be denied. If two or more organizations request the same time/date/fields, the reservation priority list will apply~~

- D. Schedules must be submitted no less than 5 days prior to the start date of a tournament or league event.
- E. Field layout requests must be submitted no less than 14 days prior to the start date.
- F. A Certificate of Insurance with the required limits and naming the City of St. Charles as additional insured must be provided no less than 10 days prior to the event. The required limits are available from Parks.

Inclement Weather

- A. Parks reserves the right to postpone, cancel, or delay a tournament or league event, or related activity, due to inclement weather.
- B. The decision to start league or tournament games rests solely with Parks.
- C. If games have already started, the Organization is responsible for canceling/delaying the games for safety and field preservation.

Use Regulations

- A. Reservation is for designated fields/courts only and must match the approved permit. Unauthorized uses will incur charges.
- B. Organizations ~~desiring wishing~~ to require a fee for admission must adhere to the Board's "Organizations Hosting Ticketed Events in Public Parks Policy."
- C. Utilization of All tents, awnings, canopies, and temporary structures require prior approval.
- D. Sale of merchandise (t-shirts, hats, photography, etc.) requires prior approval, vendor fee, and City license.
- E. Security and/or ~~m~~Medical personnel may be required at Organization's cost. Operation of gGolf/utility carts require written approval and valid driver's license.
- F. Vehicles prohibited on turf, sidewalks, service drives, emergency zones. Parking lots only for loading/unloading.
- G. Equipment placement requires prior approval.
- H. Amusement rides, booths, bands, DJs, etc. require written approval and permits.
- I. Food/drink sales and giveaways require written permission.
- J. Only Parks staff may prepare fields/courts (unless prior written approval obtained, and for hand tools only).
- ~~K. Parks may revoke permits for misrepresentation, non-compliance, or safety concerns~~
- K. During tournaments, organizers are responsible for emptying trash cans, stocking restrooms, and leaving facilities clean. Parks may charge cleaning fees if Parks staff must provide service.
- L. Parks may revoke permits for misrepresentation, non-compliance, or safety concerns.

Rules for Artificial Turf Infields (Wapelhorst Complex)

- A. Metal cleats are prohibited not allowed (molded cleats, turf shoes, tennis shoes only)
- B. Soft toss into fencing/backstops is prohibited not allowed
- C. Hitting into nets/fences is prohibited unless in designated areas or with portable nets
- D. Sunflower seeds, shelled nuts, gum, or tobacco on/near turf areas is prohibited

- E. Food/drinks (except water) in dugouts or turf areas is prohibited
- F. Glass bottles/containers are ~~prohibited~~ not allowed
- G. Pets are not allowed on infields or outfields
- H. No un-authorized field usage; - all usage must be approved by Parks in advance
- I. Pitchers and catchers may use mound and home plate for warmups

Rental Fees

Fees are based on field set-up and preparation for the tournament or league activity, and a portion of the yearly maintenance costs associated with the care and maintenance of the fields. Deposits (if required) are due upon application of requested dates of field usage. ~~Tournament~~. Parks reserves the right to assess and collect fees for the scheduled use of athletic fields for team practices. Such f Fees will be applied to offset operational costs.

Natural Field Tournament Fee Structure

Ball Diamonds with Dirt Infields and Mounds

Baseball Diamond Setup	\$75 per field
Second Day Field Preparation	\$50 per field
Game Play	\$9 per field, per game

Ball Diamonds with Dirt Infields and No Mounds

Ball Diamond Setup	\$45 per field
Second Day Field Preparation	\$30 per field
Game Play	\$8 per field, per game

McNair Multi-Use Fields

Field Setup	\$150 per field
Game Play	\$35 per field per game/hour

Blanchette Park Horseshoe Complex

Complex Set up Fee	\$200 per day
Game Play	\$100 per day

Natural Field League Fee Structure

Ball Fields with Mounds	\$20 per Game
Ball Fields without Mounds	\$15 per Game
Multi-Use Fields	\$35 per Game/Hour
Tennis/Pickleball/Roller Hockey	\$70 per Day
Cricket Fields	\$80 per day

Wapelhorst Complex Fee Structure (Turf Infields)

Tournament Game Play	Full Day \$1500 / Partial Day \$750 (Entire Complex)
Practices/League Play	Resident \$50 per hour / Non-Resident / \$75 per hour

McNair Disc Golf Fee Structure

One (1) Day Tournament \$300	Two (2) Day Tournament \$600
------------------------------	------------------------------

- A. Application is due 120 days prior to tournament
- B. Rental of Shelters #3 and #4 is mandatory with rental fee paid at time of booking
- C. Park staff will determine if extra security is required based on the size of event with fee to be paid by the Organization
- D. Rentals will be for the entire day and Applicants may request exclusive use

Cross Country Fee Structure

One (1) to 250 Participants \$450	250 to 500 Participants \$900
Over 500 Participants \$1 per Participant	

- A. Application must be submitted no later than 120 days prior to meet
- B. Rental of all shelters in the designated park may be required depending on size, participant registration and length of event
- C. Park staff will determine if extra security is required based on the size of event and charged at the appropriate hourly rate

Multiple Use Sports Fields

Use of a sport designated field for a different sport will be evaluated for feasibility and a fee determined based upon the use of the varying sport and the fees listed above.

Impact Fee

If a sporting event impacts more of a park than direct use of an athletic field limiting use by other visitors or the inability of surrounding facilities to be reserved, additional fees associated may be assessed to the Organization. The Impact Fee is based upon the Special Event Use Permit Policy fees.

Non-Profit Youth Sports Associations within the City of St. Charles League Fee Waiver

Youth non-profit sports associations in good standing and presenting a player roster, per session/season, with 70% representing St. Charles City residents will receive a waiver of league fees for field use. The youth non-profit sports association must be located within the limits of the City of St. Charles by physical address and represented as such on State of Missouri approved non-profit certificate.

Additional Fees if Applicable for All Athletic Fields

Deposit	Determined by Parks
Port-a-johns	Current Market Price
Trash Dumpster	Current Market Price
Athletic Facility Lights	\$ 17 Resident per hour, per field \$ 18 Non-Resident per hour, per field
*Attendant/Clean up Staff	Current Hourly Rate for Position
Park Rangers	Current Hourly Rate for Position
Drying Agent	Current Market Price
Vendor Fee	\$ 75 per vendor
Ball Diamond Field Lining	Current Hourly Rate for Position
Soccer Field First Time Lining	Current Hourly Rate for Position
Soccer Field Re-Lining	Current Hourly Rate for Position
Use of McNair Press Box	\$200 Monthly or \$1000 Yearly

*Attendant is required for multi-day tournaments

Practice Usage for Athletic Fields

Practice reservations will be issued to individual teams beginning on a date established annually by Parks, based on field availability. Games and Park Programs take precedent over practice; therefore, reservations may be subject to recall by Parks

- A. Reservations may be made online, by phone or in person at the Administration office
- B. Reservations may be made for as far as two weeks out
- C. Each team may reserve fields for a maximum of two hours per week and can be consecutive hours
- D. Fields are available on a first-come, first-served basis

~~ST. CHARLES PARKS AND RECREATION BOARD~~
~~Permits For Use of Ballfields Policy~~

~~It is the policy of the St. Charles Park and Recreation Board that written "Permits For Use Of Ballfields" (issued by the department) are required.~~

~~Game permits for organized league/tournament play will be issued to league/tournament officials based on actual written schedules submitted from the league/tournament officials. Priority will be given (in the current year) to leagues/tournaments who used departmental facilities during the previous season.~~

~~Practice field permits will be issued to individual teams (beginning on a date established annually) subject to field availability.~~

~~Games take precedent over practice and permits issued for practice are subject to recall by Park Department.~~

~~The following is a listing of the procedure used by the St. Charles Park & Recreation Department in scheduling ballfields:~~

~~Games~~

- ~~1. Field use requests must be submitted in writing to the Park Department from league/tournament officials.~~
- ~~2. Written allocations for field usage will be submitted to league/tournament officials from the park department.~~
- ~~3. Once the actual league/tournament schedules are completed, they must be submitted to the park office from league/tournament officials.~~
- ~~4. Written permits for games will then be sent to league/tournament officials based on the actual schedule as required in #3 above.~~

~~Practice~~

- ~~1. Practice Field Permits will be issued to individuals representing a team during Normal Office Hours.~~
- ~~2. This representative must come to the park office (in person) to select the field/date/time for the practice on a weekly basis if routine practice times are wanted.~~
- ~~3. A permit for one hour of play in the current week and one hour in the subsequent week will be issued. Then during the next weekly period the representative may select an additional hour in the current week (which was the second week of the previous period) and one hour in the next. This process will be repeated throughout the season.~~

~~Athletic Facility League and Tournament Policy~~ ~~St Charles Parks and Recreation Board~~

~~It is the Policy of the St. Charles Parks and Recreation Board fees charged will recover costs associated with preparation and use of the facility and empower Staff, herein after "Parks", at their sole discretion, to apply the policy for the betterment of the Department. The policy also sets a standard of expectation for Participants and Visitors which is consistent with the level of service expected from our parks system as a whole.~~

~~The Organization shall be responsible for application, payment of all fees and damages, enforcement of all rules, regulations and ordinances, assuring that all activities are properly controlled, assuring that a designated person(s) of authority is on site at all time, and for such other requirements listed in these rules.~~

~~1. Availability~~

~~Facilities will be available for tournaments from March 1 to November 30 annually. Minor calendar adjustments may be considered depending on the days of the week which March 1 and November 30 occur. Special requests not within the time frame may be considered.~~

~~2. Modifications~~

~~The Parks and Recreation Board appoint the Director, or designee, to reserve the right to modify or waive any policy or fee as it deems necessary and in the best interest of the City.~~

~~3. Reservation Priorities~~

~~The following priorities have been established to ensure fair distribution of facilities:~~

- ~~a. City of St Charles Parks and Recreation Programs~~
- ~~b. Returning Organizations/Users in good standing~~
- ~~c. New Requests~~

~~4. Reservation Procedures~~

- ~~A. A designee of the Organization must complete the Athletic Facility League and Tournament Request Form and submit to Parks no less than 30 days to be considered. A deposit may be required at the discretion of Parks~~
- ~~B. Parks will determine if a meeting is necessary prior to tournaments or leagues.~~
- ~~C. Incomplete requests received could result in the request being denied. If two or more organizations request the same time, date, fields, the outlined priority list will apply.~~
- ~~D. Schedules must be submitted to Parks no less than 5 days prior to the start date.~~
- ~~E. Field layout requests must be submitted to Parks no less than 14 days prior to the start date.~~
- ~~F. Certificate of Insurance as determined by the City of St. Charles and St. Charles Parks and Recreation Board naming the City of St Charles as additional insured must be provided 10 days prior to the event as outlined within the Insurance Policy.~~

~~5.—Inclement Weather~~

~~Parks reserve the right to postpone, cancel or delay activity. The decision to start league or tournament games rests solely with Parks. If games have been started, it is the responsibility of the Organization to cancel or delay for the safety of the players and to maintain acceptable field conditions.~~

~~6.—Use Regulations~~

- ~~A.— The League/Tournament reservation is for the designated field(s)/court(s) only. Use of the facility is limited to the activity specified on the permit. If the facility is utilized for a purpose not designated on the approved permit, charges will be assessed for usage.~~
- ~~B.— Unless specifically stated on the permit, it is understood that the League/Tournament is not a fundraiser, and that no admission/parking/gate fee is to be charged. Groups conducting fundraising events must possess not for profit status and Tax Exemption Letter. Copies of all documents must be filed with the request form.~~
- ~~C.— All tents, awnings, canopies and temporary structures must have prior approval.~~
- ~~D.— The sale of t-shirts, hats, photographers and other novelties must have prior approval and is subject to a vendor fee. Vendors must obtain proper license from the City of St. Charles.~~
- ~~E.— At the discretion of Parks, security personnel may be required at the cost of the Organization.~~
- ~~F.— Fences may not be used for soft toss.~~
- ~~G.— Golf carts and/or utility carts are not allowed without prior approval in writing. Drivers must possess a valid driver's license.~~
- ~~H.— Vehicles may not be driven or parked on turf surfaces, sidewalks, service drives or emergency zones. Only parking lots may be used for loading and unloading.~~
- ~~I.— Apparatus or equipment may not be located at the facility unless the use and location of such equipment has received prior approval.~~
- ~~J.— Amusement rides, games, booths, bands, DJ's, etc.... are not allowed without prior approval in writing and additional permits completed.~~
- ~~K.— Unless Parks gives written permission, food concession sales and food/drink give a ways are not allowed.~~
- ~~L.— Only Parks are allowed to prepare the fields/courts unless approved in advance in writing and limited to hand tools only~~
- ~~M.— Parks may revoke any permit granted if it is determined that the application for the permit contained any misrepresentation or false statement, or that any condition set forth in the policies are not being complied with, or that the safety of the participants in the activities of the applicant or other patrons/visitors is endangered by the continuation of the event.~~
- ~~N.— During Tournaments, the Organizers will be responsible for keeping the outside trash cans emptied and the restrooms stocked. Parks will have a supply of trash bags and toilet paper available for the Tournament Staff to use. The facility will be left in a clean and neat condition. If it is necessary for Parks to provide cleaning services following a Tournament, additional fees may be charged.~~
- ~~O.— At the discretion of Parks, medical services may be required at the league/tournaments expense.~~

Basic Tournament Fee Structure

Fees are based on field set-up and preparation for the tournament and a portion of the yearly maintenance costs associated with the care and maintenance of the fields. Deposits are due upon application of requested Tournament.

Blanchette/Wapelhorst Park Ball Diamonds

Baseball/Softball Diamond Setup	\$ 75 per field
Second Day Field Preparation	\$ 50 per field
Usage Fee	\$ 9 per field, per game

Kiwanis/McNair Park Ball Diamonds

Ball Diamond Setup	\$ 45 per field
Second Day Field Preparation	\$ 30 per field
Usage Fee	\$ 8 per field, per game

McNair Park Football Field

Football Field Setup	\$ 200 per field
Maintenance Fee	\$ 40 per field, per game

McNair Park Soccer Fields

Field Setup	\$150 per field
Usage Fee	\$30 per field per game / \$30 per field per hour

Blanchette Park Horseshoe Complex

Complex Set up Fee	\$200 per day
Usage Fee	\$100 per day

Boone's Lick/McNair/Blanchette/Wapelhorst Park Tennis/Pickleball

Usage Fee	\$7.00 per game
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Bales Park Cricket Pitch

Pitch Set up Fee	\$185.00 per field
Usage Fee	\$55 per day

Basic League Fee Structure

The fees charged for use of St. Charles Parks and Recreation Athletic Fields for League Play will recover costs associated with preparation and on-going maintenance. These fees will be applied directly to the labor, materials and equipment used to maintain and improve the athletic fields and surrounding park area.

Field Type	Per Game/Hour Fee	Per Day Fee
Baseball (pitching mound) *	\$ 18	
Softball*	\$ 13	
Football**	\$ 55	
Soccer***	\$ 30	
Tennis/Pickle ball/Roller hockey		\$70
Cricket		\$80

*Fees include preparation of the fields, unlined, and nets. Lining of the fields is an additional fee available upon request based upon materials and labor.

**Press Box User Fee:

\$200 Monthly fee (Includes use of both levels during football season only)

\$1,000 Yearly fee (Includes use of both levels during football season and lower level only during off season)

*** Per Game Fees apply if using a whole or partial field. Partial fields will only be allowed on Fields 1 through 4 and 7 through 10. Fee may be applied hourly for other sports.

~~**Non-Profit Youth Sports Associations within the City of St Charles League Fee Waiver**~~

~~Youth non-profit sports associations in good standing presenting a player roster, per-session/season, with 70% representing St Charles City residents will receive a waiver of league fees for field use. The youth non-profit sports association must be located within the limits of City of St Charles by physical address and represented as such on State of Missouri approved non-profit certificate.~~

~~The youth sports association fee waiver will be available to the following organizations:-~~

~~Academy of the Sacred Heart
Duchesne High School
Immanuel Lutheran
Orchard Farm School District
St Charles American Legion Baseball
St Charles Borromeo Church
St Charles Boys and Girls Club
St Charles Junior Baseball/Softball Association
St Charles School District
St Charles Titans Football Association
St Elizabeth Ann Seton/St. Roberts Church~~

~~The following documentation must be submitted per session/season to be considered for a waiver of league fees:~~

- ~~• The participant roster submitted to be eligible for the league fee waiver must be the same roster provided to the governing sports organization which the league is registered for official play. The roster must include the participants full name, address, telephone number and email address. Personal information will be used solely for the purpose of the parks and recreation department.~~
- ~~• State of Missouri approved non-profit status listing physical address to be within the City limits of St Charles~~
- ~~• The association must be in good standing with the department with no outstanding debits and also in good standing with the State of Missouri as a non-profit.~~

~~Fees associated with the use of field lights or tournaments scheduled beyond league play are not subject to a waiver or discount.~~

League/Tournament Fees

The Parks and Recreation Board reserves the right to assess these fees based upon the Tournament size and needs for a quality event.

Deposit	\$ 150 per field/facility as determined by Staff
Port-a-johns	To be charged by quantity needed and fee charged by port-a-john company
Trash Dumpster	To be charged by size needed and fee charged by dumpster company
Athletic Facility Lights	\$16 Resident/\$17 Non Resident per hour, per field
Clean-up Staff	hourly rate for position applies
Park Rangers	hourly rate for position applies
Drying Agent	\$15.00 per bag; Pricing subject to change
Vendor Fee	\$ 75 per vendor
Ball Diamond Field Lining	\$ 55.00 per field at time of field preparation
Soccer Field First Time Lining	\$ 200 per field
Soccer Field Re Lining	\$ 80
Curfew Penalty	\$250.00 for each game

Cross Country Fees

Applications for Cross Country meets will be evaluated by request as to availability of space and additional planned activities. Due to the size of an event, additional park services may be required and fees charged to the organizing entity.

1. Applications must be submitted no later than 120 days prior to the meet.
2. Rental of all shelters in the designated park may be required depending on size, participant registration and length of event.
3. As per Board Policy "School/Park Cooperative Facility Usage Agreement," St. Charles School District use would be at reduced or no charge.
4. Staff will determine if Rangers and /or Off Duty Police Officers are required and the number of Rangers/Off Duty Officers necessary for the safety of the event participants and charged at the appropriate hourly rate.
5. Groups and/or Organizations must submit a Certificate of Liability Insurance for commercial general liability insurance, which provides bodily injury and property damage coverage at limits not less than \$1,000,000 combined single limit per occurrence. The St. Charles Parks & Recreation Department shall be named as an additional insured on the certificate, listing the date(s) and location of the tournament.
- 6.

Cross Country	1 to 250 Participants	251 to 500 Participants*
Fee	\$ 450	\$ 900

*Existing Cross County events with over 500 participants will be charged \$1.00 per participant above the existing fee structure listed above.

McNair Disc Golf Fees

Applications for exclusive use of the Department's Disc Golf Course for tournaments will be evaluated by request as to availability of space and additional planned activities. Due to the size of an event, additional park services may be required and fees charged to the organizing entity.

1. Applications must be submitted no later than 120 days prior to the meet.
2. Rental of all shelters in the designated park (McNair Shelter #3 & #4) will be required for any Disc Golf Rental. ~~**This \$300 fee must be paid at the time of the rental.**~~
3. Staff will determine if Rangers and/or Off Duty Police Officers are required and the number of Rangers/Off Duty Officers necessary for the safety of the event participants and charged at the appropriate hourly rate.
4. Tournament rentals will be for the entire day and will receive exclusive use of the disc golf course (if requested). Applicant will work with the Parks and Recreation Department to determine tournament hours.
5. Groups and/or Organizations must submit a Certificate of Liability Insurance for commercial general liability insurance, which provides bodily injury and property damage coverage at limits not less than \$1,000,000 combined single limit per occurrence. The St. Charles Parks & Recreation Department shall be named as an additional insured on the certificate, listing the date(s) and location of the tournament.

Disc Golf Tournament	One (1) day tournament	Two (2) day tournament
Fee	\$ 300	\$ 600

Multiple Use Sports Fields

Use of a sport designated field for a different sport will be evaluated for feasibility and a fee determined based upon the use of the varying sport and the fees listed above.

Impact Fee

If a sporting event impacts more of a park than direct use of an athletic field limiting use by other visitors or the inability of surrounding facilities to be reserved, additional fees associated may be assessed to the organization. The Impact Fee is based upon the Special Event Use Permit Policy fees.



~~Soccer Complex Practice Permit Policy~~ ~~St. Charles Parks and Recreation Board~~

~~The City of St. Charles, Missouri Parks and Recreation Department rents lighted and unlighted fields under the supervision of Parks and Recreation Board. Reserved practice fields are available at the St. Charles Sports Complex on a rotating basis.~~

~~Inelegant Weather~~

~~The Parks and Recreation Board reserve the right cancel activity at the Complex in part or in its entirety. The decision rests solely with the Parks and Recreation Boards' Staff designee. While practicing, it is the responsibility of the user to determine if threatening weather warrants postponing or canceling play in the best safety interest of the players and spectators.~~

~~Cancellation and Rainout~~

~~The St. Charles Parks and Recreation Rain-Out Line is (636) 944-6001. Notifications are available by text messages, cellular telephone app or on our website at www.stcharlesparks.com. The Rain-Out Line is updated daily as necessary and by 4 p.m. for evening activities.~~

~~Notice of field closures will be posted at the Sports Complex. Closures may include some or all of the practice fields.~~

~~If fields are rained out prior to the rental time period, the customer must contact the Parks and Recreation Department Administration Office to request an alternative rental date. Any refunds issued will be held as a credit to your account with any refunds issued at the end of the rental session.~~

~~Rental Sessions~~

~~Spring Session: March through May—12 weeks~~

~~Fall Session: August through November—14weeks~~

~~Additional practice session times may be added.~~

Use Regulations

~~A. Reservations are for the designated field(s) only. Use of the field/facility is limited to the activity specified on the permit. If field(s) is utilized for a purpose not designated on the approved permit, additional charges may be assessed for usage.~~

~~B. Renters utilizing fields without a permit may be assessed a fee and continued use during the session will be determined.~~

~~C. Upon request of Parks and Recreation Staff, the rental permit must be provided.~~

~~D. Permits are granted for practice only.~~

~~E. Renters utilizing a field not designated on the rental permit will be removed and continued use during the session will be determined.~~

~~F. Vehicles may not be driven or parked on turf surfaces, sidewalks, service drives or emergency zones. Only parking lots may be used for loading and unloading.~~

~~G. Apparatus or equipment may not be located on the fields unless the use and location of such equipment has received prior approval.~~

~~H. The Parks and Recreation Board may revoke any permit granted if it is determined that the application for the permit contained any misrepresentation or false statement, or that any condition set forth in the policies are not being complied with, or that the safety of the participants in the activities of the applicant or other patrons/visitors is endangered by the continuation of the practice.~~

~~I. At no time should the field be sublet to any other person, group or organization.~~

~~J. Fields may be rented for sports practices other than soccer upon approval. Any sports causing damage may be suspended at any time.~~

Reservation and Payment Requirements

~~A. Reservations are taken from 8:00 a.m. to 5:00 p.m. Monday through Friday at the Parks and Recreation Department Administration Office in Blanchette Park or by telephoning (636)949-3372. On-line reservations are not accepted.~~

~~B. Payment must be made at the time the reservation is made. Acceptable payments include cash, check and credit/debit card. Reservations require a household account for the Parks Department reservation system. Parks and Recreation Board Consideration May 15, 2019~~

~~C. No more than 3 rentals may occur per day by one customer. The 3 rentals can be at the same time on different fields or in succession on the same field.~~

~~D. Reservations requesting lights must be made 24 hours prior to the requested rental day.~~

Rental Fees

The fees charged for use of St. Charles Parks and Recreation Athletic Fields for practices will recover costs associated with preparation and on-going maintenance. The fees will be applied directly to the labor, materials and equipment used to maintain and improve the athletic fields and surrounding park area.

Field Type	Per Hour Fee	Lights Per Hour
Half Soccer Field	\$17.50	N/A
Full Soccer Field	\$35	\$17

Schools

Schools, public and private, within the City of St. Charles in good standing presenting a player-roster, per session/season, with 70% or more representing St Charles City residents will receive a waiver of practice fees for field use. The school must be located within the municipal boundaries of City of St Charles by physical address and represented as such on State of Missouri approved non-profit certificate.

The fee waiver will be available to the following Schools:

Duchesne High School

Francis Howell School District

Immanuel Lutheran

Lutheran High School

Orchard Farm School District

St Charles Borromeo Church

St Peter's Church

St Charles School District

St Elizabeth Ann Seton/St. Roberts Church

The following documentation must be submitted per session/season to be considered for a waiver of league fees:

1. The participant roster submitted to be eligible for the practice fee waiver must be the same roster provided to the governing sports organization which the league is registered for official play. The roster must include the participants full name, address, telephone number and email address. Personal information will be used solely for the purpose of the parks and recreation department.
2. State of Missouri approved non-profit status listing physical address to be within the City of St Charles.

- ~~3. The association must be in good standing with the Parks and Recreation Department with no outstanding debts, and also in good standing with the State of Missouri as a non-profit.~~

~~Fees associated with the use of field lights or tournaments scheduled beyond league play are not subject to a waiver or discount.~~

Modifications

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

St. Charles Parks and Recreation Board

MEMORANDUM

Date: September 23, 2025

From: Chris Atkinson, Assistant Director of Parks & Recreation

RE: Contract with Lochmueller Group to complete an updated Traffic Impact Study (TIS) for the Legacy Farms Park Project*

Summary:

In May 2021 a Traffic Impact Study (TIS) was completed for the “Orchard Farm High School & City Park” park project. The cost of the study was split 50/50 between the two entities. The study was utilized by the School District for their campus development and the Parks & Recreation Department for the Master Plan of the then “97 acre” park property.

Since that time the School District has completed the new Orchard Farm High School and is now building the new Elementary School on the same campus.

During discussions between our consultant team and MODOT for the design services of the Phase 1 development of Legacy Farms Park it was discovered that MODOT would require a new/updated TIS before any decisions could be made on entrance/exit roads into and out of the park property.

This updated TIS is required due to the amount of time that has passed since the original one and also due to the large amount of development in both the residential areas and on the school campus (see aerial photos below) that has taken place since the original TIS back in 2021.

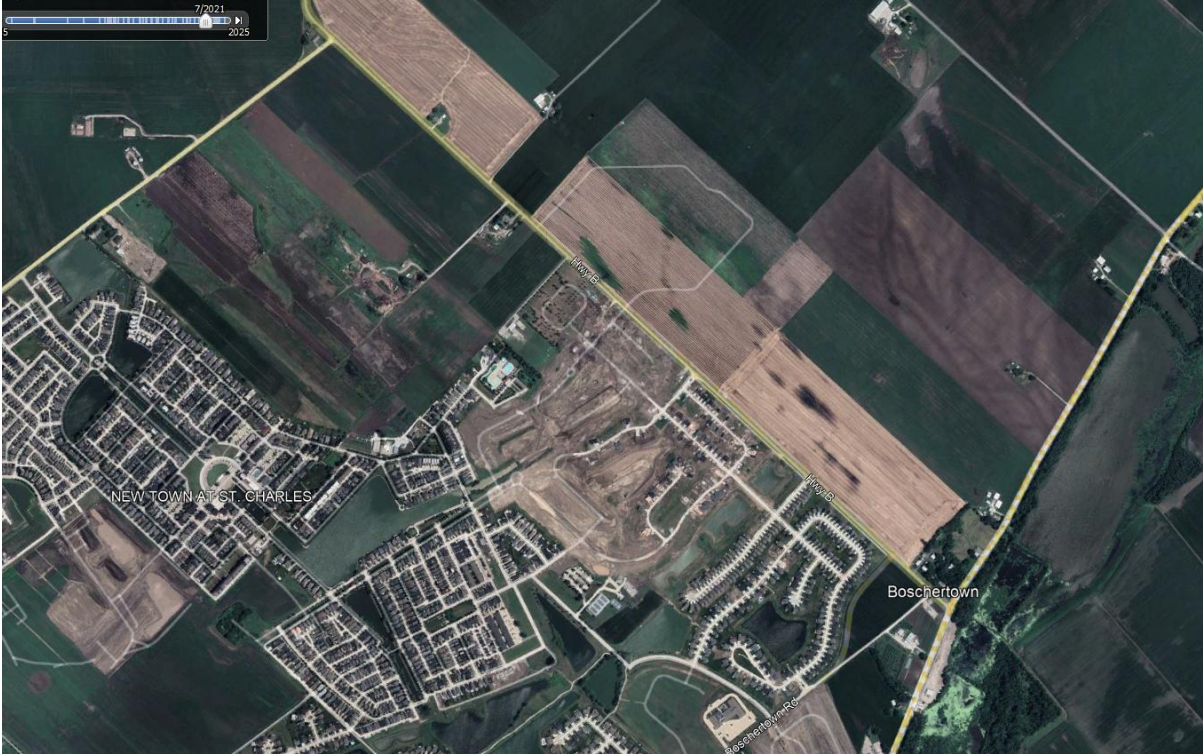
This new TIS will include traffic counts at multiple intersections and at multiple times of the day around the park property. It will also include collecting crash data, an inspection of the condition of the roadways and a forecast of what the traffic count could look like when the park and surrounding properties are fully built out and in use by 2045.

The Lochmueller Group proposal and signed City contract is attached to this memo.

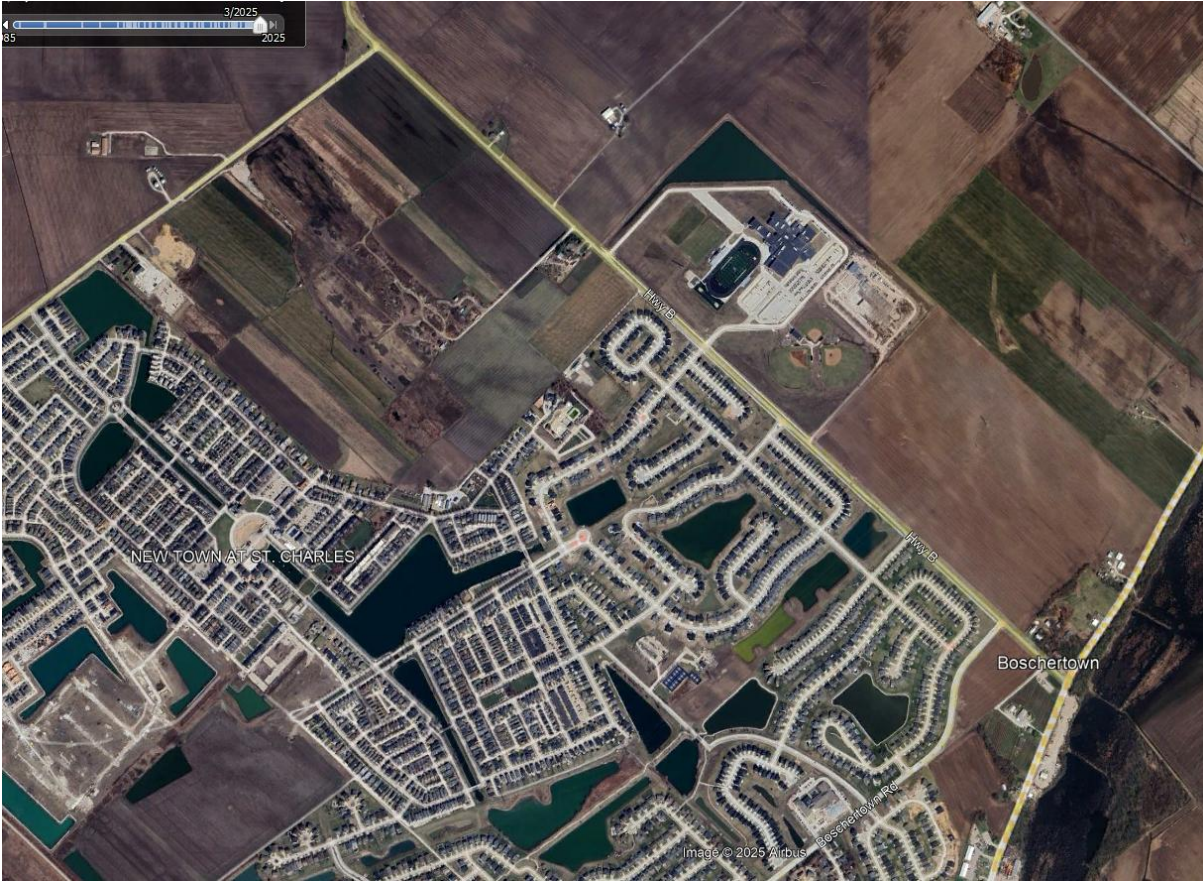
Park Board approval for this approval/contract is required since the cost is over \$15,000.

Staff requests favorable consideration of a contract with Lochmueller Group to complete the updated Traffic Impact Study for the Legacy Farms Project in an amount not to exceed \$23,000.

2021



2025



CONTRACT

THIS CONTRACT, made and entered into as of the contract date last signed below by and between the City of Saint Charles, Missouri by and through its Parks and Recreation Board hereinafter referred to as PARKS and **Lochmueller Group Inc.**, hereafter referred to as CONSULTANT. For the consideration herein expressed, it is agreed by and between PARKS and CONSULTANT as follows:

1. Specific PARKS and CONSULTANT responsibilities, terms, and conditions are outlined in the Lochmueller Group proposal titled "Legacy Farms TIS Update" dated September 9th, 2025, and is attached as Exhibit A.
2. It is hereby further agreed that the Contract Sum shall not exceed Twenty Three Thousand Dollars & Zero Cents (\$23,000.00).
3. Notwithstanding other terms to the contrary, the obligation of Parks under this Contract shall cease immediately for a fiscal year in which the City or its Parks & Recreation Board does not, for any reason, appropriate funds for this Contract.
4. PARKS may terminate the contract at any time by giving seven (7) days written notice. If the contract is terminated because the project is abandoned or postponed by the PARKS, the CONSULTANT will be paid for services performed to the date of termination.

If the contract is terminated due to the CONSULTANT service being unsatisfactory in the judgment of the PARKS, or if the CONSULTANT fails to prosecute the work with due diligence, the PARKS may procure completions of the work in such a manner as it deems to be in the best interest of the PARKS. The CONSULTANT will be paid for the services performed to the date of termination.

5. CONSULTANT is an independent contractor and nothing contained herein shall constitute or designate CONSULTANT or any of its agents or employees as employees of PARKS.
6. CONSULTANT agrees in the performance of this agreement that it will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.
7. This contract shall be deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purpose and intents. Venue shall be vested in courts of appropriate jurisdiction in St. Charles County, Missouri.
8. CONSULTANT shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.
9. CONSULTANT in accordance with City Code of Ordinance Section 145.160, neither the Contractor/Supplier/Consultant or an affiliated business entity of the Contractor/Supplier/Consultant shall: (1) be in arrears to the City on any taxes or debt; be in default of any contractual obligation to the City; (2) be in default as security or otherwise of any obligation to the City; or (3) be a party to a non-adjudicated, non-traffic related citation for a code violation. For complete text of Section 145.160, please contact the Purchasing Office.

10. CONSULTANT acknowledges award of this City Contract requires compliance with Section 208.009 RSMo. which requires CONSULTANT to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding CONSULTANT with this contract.
11. CONSULTANT acknowledges award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the contracted services. CONSULTANT represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation or exemption from a qualified federal work authorization program and that does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is attached to this Contract and incorporated herein by this reference.
12. Pursuant to Section 34.600 RSMo, as amended, Contractor, hereby certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that this certification is not applicable as the value of this contract is less than \$100,000 or Contractor has less than ten (10) employees.
13. Notwithstanding any other provision of the Contract to the contrary, the City is a public governmental body that is subject to Chapter 610, RSMo., and may disclose records that are open records pursuant to a valid request for such records, without additional advanced notice or disclosure to Consultant.

ST. CHARLES PARKS AND RECREATION BOARD

CITY OF SAINT CHARLES, MISSOURI

By: Sandy Bichel Date
President

By: Lawrence S. Dobrosky Jr. Date
Director of Administration

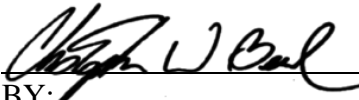
Attest:

Attest:

Anna Shy Date
Secretary

Kim Hudson Date
City Clerk

CONSULTANT
Lochmueller Group Inc.

 September 11, 2025
BY: _____ Date
Christopher W. Beard, Vice President
(Please Print Name and Title)

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance Date



PROFESSIONAL SERVICES AGREEMENT

This Agreement for professional services is entered into as of September 9, 2025, (the “Effective Date”) and is between City of St. Charles Parks Department (hereinafter, “CLIENT”) and Lochmueller Group, Inc. (hereinafter “CONSULTANT”) for the following Project:

Project Name: Legacy Farms TIS Update

Project Number: 525-0113

CLIENT Name: City of St. Charles Parks Department

CLIENT Address: 1900 Randolph Street St. Charles, MO 63301

CLIENT and CONSULTANT agree as follows:

PROJECT DESCRIPTION

Lochmueller Group appreciates this opportunity to submit a proposal to prepare an updated traffic impact study for the Legacy Farms project in St. Charles, Missouri. Lochmueller Group previously completed a traffic impact study for the Orchard Farms Schools and City Park. The Orchard Farms High School has since been completed and the master plan for the park has been updated. As such, an updated traffic impact study has been requested to evaluate the current master plan uses and site access for the proposed Legacy Farms Park.

It is our understanding that the park will be completed in phases. The first phase of the park will include trails, disc golf, three pavilions, a playground, and a pump track with a total of approximately 90 parking spaces. Access is proposed along Highway B opposite Boschertown Road.

The remainder of the park would be completed as a series of phases and will include additional uses such as a boat launch with one berth, community center/fieldhouse, 7,200 SF restaurant with patio, food truck promenade, 36-hole minigolf, 8-stall batting cages, and an additional 390 parking spaces. An additional access drive would be provided along Route 94.

In accordance with the direction outlined in your request for proposal, the following scope of services is proposed:

SCOPE OF SERVICES

1. Obtain available information provided by the CLIENT concerning the project, including a site plan and anticipated operational characteristics of the park, anticipated amenities, phasing, etc.
2. Attend a scoping meeting with MoDOT and City of St. Charles officials to discuss our approach to this study and obtain their approval of this scope of services.
3. Obtain existing information of record from MoDOT and the City of St. Charles, including recent traffic count data and programmed improvements (such as the signal at Route 94 and Route B) that may need to be considered in this study.
4. Perform turning movement traffic counts during the morning (6:45 to 8:45 a.m.) and afternoon (2:15 to 4:15 p.m.) peak periods of a typical weekday when school is in session at the following STUDY INTERSECTIONS:
 - Route 94 & Route B
 - Route B & Boschertown Rd
 - Route B & Copperfield Ct
 - Route B & Pampano Ln
 - Route B & New Town Blvd

One hour from each peak period will be determined as the PEAK HOUR. Please note that the above reflects the same peak periods evaluated in the original TIS. MoDOT could ask for additional time periods to be considered during the scoping meeting (Task 2).

5. Obtain from MoDOT the most recent 5 years of crash data at each of the intersections within the study area. This excludes individual crash reports.
6. Inspect the study area roadways and the site's proposed driveways to identify potential traffic-related issues, access constraints, and existing traffic operating conditions.
7. Forecast the amount of traffic that would be generated by each phase of the proposed park during the PEAK HOURS. This projection would be based on the anticipated operational characteristics of the park visitors as well as available information provided in the *Trip Generation Manual* published by ITE.
8. Prepare and submit a technical memorandum to MoDOT and the City of St. Charles summarizing the traffic study's critical assumptions regarding trip generation, directional distribution percentages, and 20-year background traffic growth rates. This memorandum is a required step in the MoDOT traffic impact study process and allows the review agencies to comment on study assumptions prior to the study's completion. This step saves time by avoiding major study revisions after completion.
9. Summarize existing crash issues within the study area.
10. Develop traffic volumes for the following ANALYSIS SCENARIOS:
 - 2025 Baseline Conditions;
 - 2025 Forecasted Conditions (including Phase 1 of the new park);
 - 2045 No Build Conditions;
 - 2045 Build Conditions (including the full build of the new park).

The site-generated traffic would be assigned to the adjacent road system based on the approved assumptions presented in the Technical Memorandum.

11. Perform capacity analyses of the STUDY INTERSECTIONS using Synchro 11 for the weekday morning and afternoon PEAK HOURS. These analyses would identify existing and forecasted operating conditions, thereby quantifying the site's traffic impacts. The following scenarios would be evaluated:
 - 2025 Baseline Conditions;
 - 2025 Forecasted Conditions (including Phase 1 of the new park);
 - 2045 No Build Conditions;
 - 2045 Build Conditions (including the full build of the new park).
12. Evaluate and provide commentary regarding the proposed access to the site and internal site circulation. As applicable, recommendations related to safety improvements will be made.
13. Determine the need for off-site road improvements, including the need for turn lanes or traffic control modifications at the STUDY INTERSECTIONS, to accommodate the park based on a comparison of traffic conditions with and without the proposed uses. Alternative access (i.e. Copperfield Court) will be evaluated if needed.
14. Prepare a written report summarizing our findings and conclusions. A draft report will be provided to you for your review prior to finalization. When finalized, the report will be submitted to MoDOT and City of St. Charles at your request.
15. Respond to minor comments from MoDOT and the City of St. Charles on the submitted traffic impact study. This includes clarifying or otherwise addressing questions and comments pertaining to scope elements included in the traffic study. Agency requests that would be considered additional scope (i.e., alternative scenarios) are excluded.

FEES AND REIMBURSABLE EXPENSES

The CONSULTANT shall receive compensation for such professional services set forth in the Scope of Services of this Agreement on a lump sum basis in the amount of twenty-three thousand dollars (\$23,000.00).

Be advised that it is not possible to determine in advance if our efforts will result in an outcome that's favorable to the CLIENT. Payment in full for our services is in no way contingent upon securing entitlements or approvals for any proposed developments.

This fee would be subject to increase if any tasks in addition to those specifically set forth in the Scope of Services are requested,

including but not limited to the analysis of additional time periods, issues, scenarios, or study locations. Supplemental or Additional Services may be provided if requested by the CLIENT or CONSULTANT and approved by CLIENT in advance of proceeding with such services.

Progress-based payments for all Services shall be made based on monthly invoices from CONSULTANT, and CLIENT shall make payment in full thereon within thirty (30) days of the invoice date. All fees quoted herein do not include any future state or federal mandated tax on professional service.

EXCLUSIONS

Any services not specifically included in Appendix "A" are not included in CONSULTANT's scope of services being provided under this Agreement. The services not being provided under this Agreement include, but are not limited to, the following: meeting time beyond that specified in the scope, public hearings or presentations, microsimulation modeling, field survey, utility investigations, parking studies, Highway Safety Manual analyses, transit evaluations, pedestrian and bicycle level of traffic stress analyses, evaluations of event traffic, traffic simulation modeling, travel demand modeling, traffic signal timing or programming, design services, and services during construction. If requested, these or other services would be billed as extras on a time and materials basis using the rates set forth in Exhibit "1", attached hereto and incorporated herein by reference, unless they are addressed by a separate proposal. However, no additional services will be performed without direction or authorization from the CLIENT.

Approved and accepted in accordance with the General Terms and Conditions on the following pages by:

CITY OF ST. CHARLES PARKS DEPARTMENT

By: _____

Name: _____

Title: _____

LOCHMUELLER GROUP INC.

By: _____

Name: _____

Title: _____

GENERAL TERMS AND CONDITIONS

CONSULTANT RESPONSIBILITIES

STANDARD OF CARE

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality ("Standard of Care"). Notwithstanding any clause in this Agreement to the contrary, nothing shall be construed as imposing on the CONSULTANT any greater obligation than to exercise the Standard of Care. The CONSULTANT shall not be liable for the cost of any omission that adds value to the Project. The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with CONSULTANT's services.

COMPLIANCE WITH LAWS

CONSULTANT shall put forth reasonable professional efforts to comply with all federal, state, and local laws, ordinances, and regulations applicable to the work at the time of execution of this Agreement, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this Agreement.

DELIVERABLES (PER SCOPE OF SERVICE)

CONSULTANT shall provide deliverables, including drawings, specifications, reports, and studies, as defined in the Scope of Services section.

CLIENT RESPONSIBILITIES

DESIGNATED CLIENT REPRESENTATIVE

CLIENT shall identify an individual ("Designated Representative") authorized to act on its behalf with respect to the Project. CLIENT or its Designated Representative shall render decisions and approve CONSULTANT's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of CONSULTANT's services and Project schedule.

TESTS, INSPECTIONS, AND REPORTS

When required by the scope of the Project, CLIENT 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.

CLIENT PROVIDED SERVICES AND INFORMATION

CLIENT has the right to retain its own consultants and contractors ("CLIENT's CONSULTANTS") to perform services on the Project. In addition, CLIENT shall furnish the services of design professionals other than those designated as the responsibility of CONSULTANT in this Agreement or authorize CONSULTANT to furnish them as an Additional Service, when CONSULTANT requests such services and demonstrates that they are reasonably required by the scope of the Project.

CONSULTANT shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by CLIENT, its Designated Representative, and CLIENT's CONSULTANTS. CONSULTANT shall have no responsibility for the technical content of CLIENT's, its Designated Representative's, and CLIENT's CONSULTANT'S services and information but shall provide prompt written notice to CLIENT if CONSULTANT becomes aware of any error, omission, or inconsistency in such services or information.

CONSTRUCTION CONTRACTS AND RESPONSIBILITIES

When applicable to the scope of the Project, CLIENT shall retain a qualified contractor, licensed in the jurisdiction of the Project ("Contractor"), to implement the construction of the Project ("Work"). In the construction contract, CLIENT shall require Contractor to: (1) obtain Commercial General Liability Insurance and name CLIENT, CONSULTANT, and CONSULTANT's employees and subconsultants as additional insureds of that policy; and (2) indemnify and hold harmless CLIENT, CONSULTANT, and CONSULTANT's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

CLIENT understands and acknowledges that: (1) CONSULTANT has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall coordinate, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) CONSULTANT shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

CLIENT'S REDUCTION OF SCOPE OF SERVICES

If CLIENT elects to terminate, modify, or reduce any portion of CONSULTANT's Services under this Agreement, CLIENT shall indemnify and hold CONSULTANT and its subconsultants harmless from and against damages, losses, and judgments arising from claims by CLIENT or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities CONSULTANT did not provide or in which CONSULTANT did not participate.

GENERAL PROVISIONS

LIMITATION OF LIABILITY

The Services covered by this Agreement are of a preliminary or limited nature; therefore, neither CONSULTANT, CONSULTANT's subconsultants (if any), nor their agents or employees shall be jointly, severally, or individually liable to CLIENT in excess of the compensation to be paid pursuant to this Agreement by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

Notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CONSULTANT's performance or non-performance of the Agreement. CLIENT will look solely to CONSULTANT for its remedy for any claim arising out of or related to this Agreement.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the Project. Reuse or modification of any such documents by CLIENT, without CONSULTANT's written permission, or use of documents after termination, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and expenses, including reasonable attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

ELECTRONIC MEDIA

Data, words, graphical representations, and drawings that are stored on electronic media such as computer disks and magnetic tapes, or which are transmitted electronically, may be subject to uncontrollable alteration. CLIENT agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

USE OF CONSULTANT PROVIDED INFORMATION

The information provided by CONSULTANT is intended for the exclusive use of CLIENT for the Scope of Services defined herein, and is not to be transmitted for the use of any other party nor used for any other project. CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless from any claims, costs, and expenses, including reasonable attorneys' fees and costs of litigation, which result from any unauthorized or unintended use of CONSULTANT-provided information, or transmission by CLIENT to others of the information resulting from CONSULTANT's Scope of Services.

SUBCONSULTANTS

If CLIENT requests that CONSULTANT subcontract certain geotechnical services on behalf of the CLIENT, CONSULTANT agrees to do so only as an accommodation to the CLIENT and in reliance upon the CLIENT's assurance that the CLIENT will make no claim to bring any action at law or in equity against CONSULTANT as a result of this subcontracted service. The CLIENT understands that CONSULTANT is neither trained nor knowledgeable in the procedures or results of the subconsultant's services and the CLIENT shall not rely upon CONSULTANT to check the quality or accuracy of their services. In addition, the CLIENT agrees to the fullest extent permitted by law to indemnify and hold CONSULTANT harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) arising from the services performed by this subconsultant except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of CONSULTANT.

MUTUAL INDEMNIFICATION

CONSULTANT and CLIENT each agree to indemnify the other against liability, damages, costs, and expenses including reasonable attorneys' fees and expenses recoverable under applicable law (collectively "Damages") that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither CONSULTANT nor CLIENT shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent, or contributory). Neither CONSULTANT nor CLIENT shall have a duty to provide the other an up-front defense of any claim.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

CONSULTANT and CLIENT waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) 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 whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.

DISPUTE RESOLUTION

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a meet-and-confer session as a condition precedent to mediation.

CLIENT and CONSULTANT shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by the CLIENT and CONSULTANT or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after a request by either party unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute, or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation as a condition precedent to binding dispute resolution. If the parties are not able to settle the dispute through mediation, the parties shall submit the dispute to litigation before a Private Judge in accordance with the then current State Rules for Alternative Dispute Resolution as they apply to Private Judge litigation. If the state does not provide for Private Judge litigation disputes to be litigated in a court of competent jurisdiction.

DISCLAIMER OF THIRD-PARTY RELIANCE

Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the CLIENT or CONSULTANT.

GOVERNING LAW

This Agreement shall be governed by, and Professional Services shall be performed in compliance with, the laws of the state wherein the Project is located.

ASSIGNMENT

CLIENT and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to this Agreement. Neither CLIENT nor CONSULTANT shall assign this Agreement without the written consent of the other, except that CLIENT may assign this Agreement to a lender providing financing for the Project, provided that all monies owed CONSULTANT are paid prior to the date of assignment and that lender agrees to assume all of CLIENT's duties and obligations under this Agreement. Any expense incurred by CONSULTANT as a result of the assignment shall be considered as an Additional Service and compensated in accordance with this Agreement.

PROJECT SCHEDULE

CONSULTANT is unable to commit to a schedule for completion, as the timely delivery of the scope of services is contingent upon third party (i.e., review agency) input and reviews, which are outside the control of the CONSULTANT. Be advised the typical traffic study process from Notice-to-Proceed until completion of the draft report is 6 to 8 weeks.

In the event CONSULTANT is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or review CONSULTANT's services or design documents, or delays caused by faulty performance by CLIENT's contractors or consultants, the time for completion of CONSULTANT's services shall be extended by the period of resulting delay and compensation equitably adjusted. CLIENT agrees that CONSULTANT shall not be responsible for damages, nor shall the CONSULTANT be deemed in default of this Agreement due to such delays.

PAYMENTS DUE

CONSULTANT shall present monthly invoices for Professional Services earned and reimbursable expenses incurred, and CLIENT shall pay the full amount thereof within thirty (30) days of the invoice date. Any charges held to be in dispute by CLIENT shall be identified in writing to CONSULTANT within ten (10) days of presentation of CONSULTANT's invoice or shall be paid in full per the terms of this Agreement. If payment in full is not received per the terms of this Agreement, CONSULTANT shall have the right to suspend Services and withhold all documents until payment is received and apply a one and one-half percent (1.5%) per month delinquency charge on the unpaid balance from the date of the invoice. Payment of such charge shall not excuse the default in payment or terminate the unperformed portion of this Agreement. **ALL PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, EVANSVILLE, INDIANA 47715.**

SUSPENSION AND TERMINATION

In the event of suspension of Services, as outlined above or for any other reason beyond CONSULTANT's control, CONSULTANT shall have no liability to CLIENT for delay or damage resulting from such suspension. Prior to resuming Services, CONSULTANT shall be paid all fees earned prior to suspension together with all reimbursable expenses then due, along with any costs and expenses, including attorneys' fees, incurred collecting delinquent payments. In addition, CONSULTANT's fees for remaining Services and associated time schedules will also be equitably adjusted.

This Agreement may be terminated for cause after a seven (7) day cure period by either party or for convenience upon seven (7) days] written notice by CLIENT. Upon termination, all invoices presented by CONSULTANT for Services provided, including reimbursable expenses then due and any costs incurred in pursuit of delinquent payments, shall become immediately due and payable.

INDEPENDENT CONTRACTOR STATUS

During the entire term of this Agreement, CONSULTANT shall be an independent contractor, and in no event shall any of its personnel, agents or subconsultants be construed to be, or represent themselves to be, employees of the CLIENT.

SEVERABILITY

The invalidity, illegality or unenforceability of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.



EXHIBIT 1: 2025 HOURLY RATE SCHEDULE
PROFESSIONAL ENGINEERING AND PLANNING SERVICES

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
Student Intern	\$85	Engineering Intern III	\$146
Field/Lab Technician	\$90	Certified Construction Engineer I	\$131
Survey Technician	\$96	Certified Construction Engineer II	\$174
Survey Party Chief I.....	\$112	Certified Construction Engineer III	\$202
Survey Party Chief II.....	\$124	Engineering Designer I.....	\$131
Survey Party Chief III.....	\$153	Engineering Designer II	\$152
Professional Surveyor IV.....	\$217	Engineering Designer III	\$162
Engineering Technician I.....	\$100	Engineering Designer IV	\$212
Engineering Technician II.....	\$112	Certified Construction Inspector I	\$128
Engineering Technician III.....	\$152	Certified Construction Inspector II	\$175
Graphic Designer	\$105	Certified Construction Project Supervisor I	\$151
Historian/Section 106 Specialist I	\$106	Certified Construction Project Supervisor II	\$200
Historian/Section 106 Specialist II	\$138	Realty Specialist.....	\$138
Historian/Section 106 Specialist III	\$175	Right of Way Services Specialist	\$147
Historian/Section 106 Specialist IV.....	\$188	Senior Appraiser	\$190
Environmental Specialist I	\$106	3D Visual Design	\$143
Environmental Specialist II	\$146	Landscape Architect	\$144
Environmental Specialist III	\$183	Senior Landscape Architect I	\$249
Environmental Specialist IV	\$198	Project Engineer I	\$160
Environmental Geologist	\$189	Project Engineer II	\$166
Environmental Technician I	\$107	Project Engineer III	\$202
Environmental Technician II	\$110	Project Engineer IV	\$232
Utility & Railroad Support.....	\$108	Project Liaison	\$242
Utility & Railroad Coordinator I.....	\$113	Project Control Specialist I.....	\$233
Lead Utility & Railroad Coordinator	\$167	Project Control Specialist II.....	\$271
Administrative Assistant	\$110	IT Systems Specialist.....	\$249
Transportation Planner I.....	\$116	Client Manager	\$275
Transportation Planner II.....	\$132	Senior Engineer I.....	\$255
Transportation Planner III.....	\$152	Senior Engineer II.....	\$260
Transportation Planner IV	\$193	Senior Project Manager I	\$275
Senior Trans Planner.....	\$200	Senior Project Manager II	\$325
Engineering Intern I	\$126	Senior Project Manager III	\$335
Engineering Intern II	\$136	Senior Project Manager IV.....	\$350

DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at the allowable federal mileage reimbursement rate at the time the mileage was incurred. Direct expenses include but are not limited to: mileage, filing fees, testing costs and express mail costs, provided that they are reasonable and necessary for the accomplishment of the work. These rates may be changed on an annual basis at the discretion of Lochmueller Group, Inc.