Tentative - REVISED Agenda

Board of Aldermen Work Session Meeting
City of St. Peters Justice Center
1020 Grand Teton Drive, St. Peters, MO 63376
August 13, 2026, at 4:30 PM

A. Call to Order - Board President Kuppler

B. Roll Call - City Clerk Schroeder

C. Executive Session [4:30 - 5:00 p.m.] Re: Litigation, Real Estate, Personnel, and Security, Pursuant to RSMo Sections 610.021(1)(2)(3)(9)(12)(13)(14)(18)(19)(20) & 610.022 (1-6)

D. Communications from Board Members/Aldermanic Representatives

E. Board of Aldermen Unfinished Business Items

F. Board of Aldermen New Business Items

1. Participation in St. Charles Municipal League - Aldermen Kuppler & Reimer

G. Mayor and City Administrator Unfinished Business Items

H. Mayor and City Administrator New Business Items

1. MSHSAA State Swimming & Diving Agreement Recommendation - Emrick
2. Oak Creek Park Playround Replacement Recommendation - Emrick
3. Florence Drive Parking Restrictions Recommendation - Sargent
4. Joint & Crack Seal Program Recommendation - Sargent
5. Temporary Accounting Services Agreement Recommendation - Benesek
6. JV Pipeline River Crossing Cathodic Protection Anode Ground Bed Replacement Project Recommendation - Kinion
7. Colby Drive Stormwater Improvement Project Change Order Recommendation - Kinion

I. Miscellaneous Updates - Malach

1. Industrial Revenue Bond Update - Benesek

J. Board Meeting Agenda Item Revisions - Malach

K. Executive Session - Re: Litigation, Real Estate, Personnel, and Security pursuant to RSMo Sections 610.021(1)(2)(3)(9)(12)(13)(14)(18)(19)(20) & 610.022 (1-6)

L. Adjournment

Agenda Posted at City Hall: August 10, 2026, at 9:00 a.m.
By: L. Schroeder, City Clerk
Agenda Revised & Posted on August 12, 2026, at 1:00 p.m.
By: L. Schroeder, City Clerk
Added New Business Item H.7.

Next Work Session: August 27, 2026

The meeting is available for viewing at www.sptvnow.net

Request for Board Action

To: Board of Aldermen

From: Dave Kuppler, Ward 3 Alderman, Melissa Reimer, Ward 3 Alderman

Work Session Meeting Date: August 13, 2026

Proposed Board of Aldermen Meeting Date:

Ward(s): 1, 2, 3, 4

Brief Description: Participation in St. Charles Municipal League - Aldermen Kuppler & Reimer

Staff: No Position

Summary/Explanation:
Requesting that the City join the St. Charles Municipal League and maintain membership on an annual basis. Participation in the organization has a multitude of benefits, including informative municipal related programs, networking, legislative task force, etc.

Budget Impact:
$3,000 annual membership fee.

Attachments:
1. SCCML Membership

Mission Statement Communities Associates / Affiliates Board of Directors Event Calendar

A united voice for our community partners.

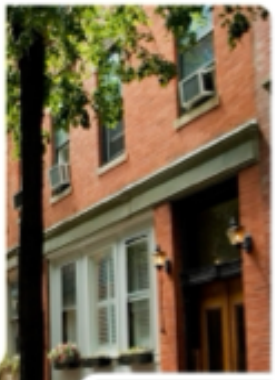
Strengthening Local Government Across St. Charles County

The St. Charles County Municipal League provides a forum for collaboration, advocacy, and support among cities, affiliates, and community stakeholders. Together, we work to strengthen local government, share resources, and promote the growth and vitality of St. Charles County.

The Cities | Our Associates

400,000+

residents call St. Charles County home. It is Missouri's 3rd most populous county and covers ~593 square miles, bordered by the Missouri and Mississippi Rivers.



1812

St. Charles County was founded, one of the first counties west of the Mississippi.

The St. Charles County Municipal League provides a forum for municipalities, associates, and affiliates to work together—strengthening, empowering, and advocating for effective local government across St. Charles County.

Included is information relating to the Saint Charles County Municipal League…

The Municipal League is composed of elected members of the St. Charles County Municipalities and Associates that have a relationship with and interest in the county municipalities.

Municipal League has four membership meetings each year hosted by a member municipality. Directors meet at additional meetings – usually four – as needed. At present there are thirteen municipalities that are members.

An Executive Board has eleven members who make executive decisions. The annual budget and new proposed Bylaws are approved by members who are elected officials. An election for Directors is held every year. Directors are: ten elected officials and one mayor. Directors are elected for a two-year term.

Legislative Task Force – appointed by the President – has the responsibility to keep the Executive Board updated with legislative issues. The task force has made it a practice to meet with the state legislators. They have met in Jefferson City and had programs with a panel of legislators.

The Municipal League supports a Youth Council program that encourages the youth of St. Charles County to be involved in programs, events and government experiences of the county.

A Finance Committee – chaired by the Treasurer – prepares a proposed budget that is approved by members who are municipal elected officials.

The membership meetings are designed to have an opportunity to network with members, provide valuable informative programs and time for members and associates to share municipal and company updates.

The Municipal League had a table at the annual Missouri Municipal League Conference and provided informational handouts from each municipality and gave gifts to the attendees.

The Municipal League has participated at the annual St. Charles Municipal Showcase in Jefferson City.

Developed new website: sccml.com

Request for Board Action

To: Board of Aldermen

From: DANIEL EMRICK, Group Manager

Work Session Meeting Date: August 13, 2026

Proposed Board of Aldermen Meeting Date: 8/13/2026

Ward(s): 1, 2, 3, 4

Brief Description: MSHSAA State Swimming & Diving Agreement Recommendation - Emrick

Staff: Recommended

Summary/Explanation:
A 4-year agreement with MSHSAA (Missouri State High School Athletic Association) for the Boy's and Girl's State Swimming & Diving Championships taking place in November and February annually. MSHSAA has hosted these championships at the Rec-Plex since 2002 and have been a great partner, bringing thousands of families from all over the state to the City of St. Peters.

Budget Impact:
This 4-year agreement has a value of $110,325, which is direct revenue to the Recreation Fund.

Attachments:
1. MSHSAA State Meet Natatorium User Agreement - 4-year contract 2027-2031

City of St. Peters Rec-Plex Natatorium Event Use Agreement

This Natatorium Event Use Agreement (the "Agreement") is made and entered into as of the 27th Day of August by and between the City of St. Peters, Missouri (hereinafter referred to as the "City") and the Missouri State High School Athletic Association - MSHSAA (hereinafter referred to as the "Renter"). The City and the Renter wish to enter into this Agreement for the use of that portion of the facility described below, upon the following terms and for the mutual consideration recited below:

1. TERMS OF USE. The City agrees to make available to Renter portions of the Rec-Plex (the "Facility") to conduct its championship activities. All Renter policies regarding participation shall be in effect during the hours of the Renter's activities at the Facility. The City agrees to provide to the Renter (in condition suited for the intended use) the Rec-Plex which means the City's facility located at 5200 Mexico Rd., St. Peters, MO 63376. City hereby licenses and authorizes the Renter, its employees, agents and invitees the non-exclusive right, privilege and permission, subject to the terms and provisions of this Agreement, to use the Facility for the sole purposes as defined and set forth below.

A. DATES and TIMES. Exclusive use of the Rec-Plex Natatorium is granted on the following days. Times of usage for each day will be mutually agreed upon by the City and the Renter.

   Boys Swimming & Diving Championships for Class 1 and Class 2
   - Year 1: November 11-13, 2027
   - Year 2: November 16-18, 2028
   - Year 3: November 15-17, 2029
   - Year 4: November 14-16, 2030

   Girls Swimming and Diving Championships for Class 1 and Class 2
   - Year 1: February 17-19, 2028
   - Year 2: February 22-24, 2029
   - Year 3: February 21-23, 2030
   - Year 4: February 20-22, 2031

B. EQUIPMENT. The following City equipment is allowed for use by the Renter for rentals falling under the dates and times stated in the permit(s).

   - Colorado Time Systems Equipment – System 6/7 Timing Unit, 8-lane Scoreboard, Touchpads, Back-up Buttons and Starters Module.
   - Two (2) Windows based laptops with Hytek Meet Manager and eDive programs installed on both. Versions of programs are to meet current updates available.
   - One (1) Laser printer for meet results and one(1) Laser/InkJet printer for CTS timing system data backup.
   - Access to plug an Ethernet cable into a dedicated network in the natatorium.
   - All standard pool equipment in place for competition.

C. SPACES. The Renter shall have exclusive use of the Natatorium, Men's & Women's Pool Locker Rooms, Pool Classroom and Spectator area with seating for 1,200 spectators. The areas cannot be used to advocate social or political change by violence, or for any use that would interfere with City operations or other uses of the Rec-Plex. All standards for cleanliness and sanitation required by the St. Peters City Code shall be observed and followed by the Renter. The Renter shall be responsible for leaving all areas of these City facilities utilized by it in a clean and orderly condition at the close of the Renter's use each day. The Renter shall also be responsible for repairing or replacement of equipment or furnishings damaged by negligence or abuse by the Renter, its employees, volunteers and invitees.

It is understood that the following supplemental facilities and personnel shall be considered as included in this usage:

- Full-time aquatic management staff member with extensive championship meet experience.
- Certified Lifeguard staff sufficient to maintain a safe aquatic environment.
- An officials/media meeting room large enough to accommodate 25 people. This room is identified as the Pool Classroom.
- Janitorial services for all facility areas.
- Ticket Sales and Collection Personnel at the Front Desk/Main Lobby.

- Meeting rooms and other spaces needing exclusive use for Renter must be reserved two (2) weeks prior to use. If space is available, additional fees for these spaces may be incurred.

The Renter shall designate Stephanie Turner as the employee responsible for day-to-day operation of all Renter activities.

2. SIGNAGE & MISCELLANEOUS EQUIPMENT. The placement of signage, decorations, lighting, bulletin boards and recreation equipment shall be subject to prior written approval by the City. The Renter is not authorized to make any physical changes to the Facility without prior written authorization from the City.

3. FEES. The Renter agrees to pay a daily rental fee for the natatorium as set by the following schedule:

Year 1:	Nov. 2027 & Feb. 2028	$ 5,870.00
Year 2:	Nov. 2028 & Feb. 2029	$ 6,160.00
Year 3:	Nov. 2029 & Feb. 2030	$ 6,470.00
Year 4:	Nov. 2030 & Feb. 2031	$ 6,790.00

Additional Fees:

- Four (4) tables will be available for merchandise sales at no cost ($0.00) to the renter.

Payments:

- The City shall invoice the Renter at the conclusion of each event for total fees due. Payment is due thirty (30) days from the invoice date. Any valid invoice unpaid after thirty (30) days from the billing date shall be considered past due. Invoices (or portions thereof) not in dispute, and remaining unpaid after thirty (30) days shall accrue late charges of 1.5% per month.

4. SECURITY. Uniformed City of St. Peters Community Service Officers for security within the facility and natatorium will be available at a rate of $35.00 per hour. The Renter and the City will mutually agree upon the number of hours the Community Service Officer(s) will be working no later than 21-days prior to each event. Uniformed St. Peters Ranger Division members with complete police authority, will also supplement the CSO's during busy times for security within the facility and adjoining parking areas.

5. SECURITY DEPOSIT. "Security Deposit" means **$300.00** which the parties acknowledge was paid by the Renter at the time of the execution of this Agreement and is held by the City as security for the faithful performance by Renter of all terms, covenants, and conditions of this Agreement to be kept and performed by Renter during the term hereof. Renter agrees that the Security Deposit can be placed in an interest-bearing account and that Renter shall not be entitled to any interest on said Security Deposit. If at any time during the term of this Agreement any monies herein due City by Renter shall be overdue and unpaid, then City may, at the option

of City (but City shall not be required to), appropriate and apply any portion of the Security Deposit to the payment of any such overdue monies.

In the event of the failure of Renter to keep and perform any of the terms, covenants, and conditions of this Agreement to be kept and performed by Renter, then City at its option may, after terminating this Agreement pursuant to Section 24, appropriate and apply the entire Security Deposit, or so much thereof as may be necessary, to compensate City for all loss or damage sustained or suffered by City due to such breach on the part of Renter. . The Security Deposit will be refunded less damages at each annual renewal date. The Renter will have the option to apply the remaining balance toward the required deposit for the next rental period. The Security Deposit shall be returned in full to Renter at the conclusion of the agreement and after Renter has complied with all of said terms, covenants and conditions of this Agreement, including payment of all Fees and all other sums payable by Renter to City hereunder.

6. CANCELLATION BY THE RENTER. The Renter may request cancellation of this Agreement or for a portion of the uses covered hereby, in writing, a minimum of thirty (30) days prior to the permitted time *subject to approval by the Group Manager of Parks & Recreation Services*. If the Renter requests cancellation of this Agreement, or a portion of the uses covered hereby less than thirty (30) days before such time, it will nonetheless be liable for all fees due.

   Use of permitted time by the Renter may be rescheduled to the best ability by the City. If rescheduling is unavailable, a refund for permitted times may be given subject to approval by the *Group Manager of Parks & Recreation Services*. Refunds and rescheduled times may be subject to costs incurred by the City to cover permitted time, including, but not limited to, staff costs for cancellation not made thirty (30) days or more prior to the scheduled time.

   Neither Renter nor City shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by **force majeure**, including, without limitation, for purposes of this Agreement, legal proceedings, orders of any kind of any court or governmental body, strikes, lockouts, labor disputes, labor shortages, riots, acts of God, pandemics, lightning, earthquake, fire or other casualties, breakage, explosions, tornadoes, cyclones, floods, adverse weather conditions, war, invasion or acts of a public enemy, failure of utilities, governmental restrictions or priorities, shortage or delay in shipment of material or fuel, any court order or judgment resulting from any litigation affecting the validity of this Agreement, or other like causes beyond the responsible party's reasonable control. The party claiming any extension caused by force majeure shall, within ten (10) days after the event of force majeure, notify the other party in writing of the occurrence of such event.

7. ASSIGNMENT. The Renter may not assign this Agreement in whole or in part without the written consent of the City.

8. LOCKER ROOM POLICY. The Men's and Women's Pool Locker Rooms will be offered for the Renter to use. If the Renter has any personal items they need stored in a locker, they must bring their own locks. Horseplay and profanity will not be tolerated inside the pool locker rooms. The renter must adhere to the general rules of the pool locker rooms that are posted. There shall be NO Shaving of hair on a person's head/body, with shears or electric clippers/razors while using the pool locker rooms. Renter is limited to the Pool Locker Rooms and is Restricted from using the Adult Only Locker Rooms. State law prohibits photography or videography of any kind in a locker room or rest room where a person has a reasonable expectation of privacy.

9. ADDITIONAL EQUIPMENT NEEDS. The Renter must furnish any equipment and materials the Renter needs, except for those items the City has agreed to provide as part of this

Agreement. The Renter is responsible for contacting the City about additional equipment needs, if available by the City, a minimum of two (2) weeks prior to the rental. Additional fees may be incurred for usage of extra equipment. All equipment and supplies brought into the facility by the Renter may be subject to approval by the City. The City is not responsible for damage or theft of any equipment used or stored on City property.

10. PERSONNEL. The Renter is responsible for providing all personnel needed to utilize the Facility during permitted time. This includes, but is not limited to: officials, timers, Hytek Meet Manager and CTS System 6 computer operators, event managers, announcers, etc. An authorized representative of the Renter must be on site at all times during the duration of each rental period. The Renter will hire, train and supervise all paid and volunteer staff operating the Renter's programs within the Facility. The City will hire, train and supervise all paid staff and volunteers operating the Facility for programs other than those conducted by the Renter. The City shall have the right to request replacement of any volunteer or employee whose conduct, character or performance is believed to be detrimental to the best interest of the City, and the Renter agrees to make such replacement, and the Renter shall be responsible for resolving the matter with the involved employee or volunteer.

11. PARKING. The Renter shall have the right, in common with the City and other Facility users, to share in use of parking areas. The Renter must, in their best effort, coordinate with the City in the scheduling of any special events that may result in unusually high traffic or parking needs. The City has the right to restrict any such event that may result in parking areas being used beyond capacity. The Renter acknowledges and agrees that the City may, from time to time, close-off or restrict access to the parking areas, but not on a permanent basis. Team buses and oversized vehicles must not park in the primary lots of the Rec-Plex or Rec-Plex South. City staff will identify alternate parking locations.

12. ADVERTISEMENT/SPONSORSHIPS. The Renter shall be responsible for any advertisement and sponsorship of events. The City reserves the right to approve in advance of the event all advertisements that will include the Rec-Plex name or logo. All sponsorship advertisements (i.e., banners, flyers, etc.) that will be displayed in City facilities, and their manner of placement, must be approved a minimum of fourteen (14) days in advance.

13. CONCESSION OPERATIONS. All concession operations are provided by the City. Food, drink and refreshment sales are not allowed by Renter. Food and beverages, except water, may not be brought into the Rec-Plex from outside sources by spectators. Athletes, Managers and Coaches are exempt from this rule during the event. The Renter is responsible for insuring that this rule is followed by spectators, and all others involved in the permitted time. It is the responsibility of the Renter to notify participants and spectators of this requirement. Failure to enforce may result in additional charges to the Renter.

14. VENDORS. The Renter will not sell or allow vendors or guests to sell merchandise without permission from the *Group Manager of Parks & Recreation Services*. If approved, the Renter or vendor must obtain a business license from the City of St. Peters. The Renter is responsible for securing any additional permits required for permitted time. The City reserves the right to approve all activities held in City facilities.

    A. Permission for MSHSAA vendor sales is granted.

15. ADMISSION. All special events, tournaments, meets, competitions and/or exhibitions that charge a fee, admission, or require a donation must be negotiated separately with the City and require permission from the *Group Manager of Parks & Recreation Services*. If an admission fee is to be charged, the Renter should list type of fee and rates; i.e., daily, weekend, family, collected with tournament fee, etc. Fees to park a vehicle may not be charged. PLEASE NOTE: The Renter should be aware that the Rec-Plex is a multi-use facility and fees may not

be charged to enter the building due to activities and rentals that may be scheduled in other areas on the same date(s). The Renter must abide by all facility and seating capacity limits.

A. Permission for MSHSAA spectator fees is granted.

16. ATHLETES AND SPECTATOR CONDUCT. The Renter is responsible for the conduct of all athletes, spectators, and persons associated with the Renter while on the premises. The City reserves the right to eject, or cause to be ejected from the premises any objectionable person, or persons, and neither the City nor any of its officers, agents or employees shall be liable to the Renter for any damages that may be sustained by the Renter the exercise through by the City of such right.

17. INDEMNIFICATION. The Renter shall, to the extent permitted by law, indemnify, defend and hold harmless the City, its elected officials, officers and employees, and their heirs, personal representatives, successors and assigns, from and against any and all causes of action, claims, demands, losses, fines, damages or other expenses (including reasonable attorneys' fees) which any of them may incur or sustain as a result of the acts or omissions of the Renter, or which the City may incur or sustain as a result of performing its obligations under this Agreement; including, but not limited to, any out-of-pocket expenses or self-insured retentions not covered by any policy of insurance maintained by the City, subject to the limits of liability as set forth in Section 537.600 RSMo. 2016, as amended.

18. INSURANCE REQUIREMENT. Renter shall provide a certificate of insurance that shall, to the extent permitted by law, indemnify and hold harmless the City, its elected and appointed officials, officers and employees from any and all liability arising from the use of the Facility pursuant to this Agreement, and all claims, suits, demands, losses, costs and expenses. This certificate shall be in amounts of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate per use. Coverage shall be effective on or before the date the use of the facility begins and shall continue until usage is completed. Certificate shall name the City as additional insured and shall be submitted no later than one (1) month prior to the first date of use. The certificate shall specify the dollar amount of coverage for legal liability of participant

19. DAMAGES. The Renter is responsible for the repair of any damages arising from the rental of City Facility and related property, and will be held responsible for any missing or damaged property and shall pay the City for any required repairs within ten (10) days written notice by the City.
20. ENFORCEMENT OF FACILITY RULES. The Renter agrees to take all reasonable steps necessary to comply with Facility rules and regulations. Violations of any such rules, or misrepresentation of use, may be cause for denial of future rentals.

21. GENERAL RULES.

A. Other areas of the buildings are not included in the reservation unless specified in this Agreement or with prior approval by the *Group Manager of Parks & Recreation Services*.
B. Use of Tobacco products, Smoking, Vaping and/or E-Cigarettes in any City building is prohibited by law. The use of illegal drugs is also prohibited.
C. State law prohibits photography or videography of any kind in a locker room or rest room where a person has a reasonable expectation of privacy.
D. The pool deck, team seating areas, gymnasium, media area, lobby, hallways, spectator bleachers, restrooms, pool classroom and locker rooms must be left clean; trash placed in trash containers.
E. The Renter is responsible for complying with fire safety codes; including but not limited to blocking emergency exits and use of extension cords.

F. The Renter may need to provide a roster for check-in policy that may be put in place for security purposes when Renter enters the building.

G. Any immediate concerns should be reported to an on-duty Aquatics Recreation Superintendent/Leader, or if unavailable, the on-duty Head Lifeguard.

H. Natatorium Restrictions:

1. No Helium filled Balloons, Confetti, Air Horns or any type of Glass Containers.
2. No Playing of Music on a personal device/speaker without the use of headphones.
3. No Chairs are allowed in Upper Spectator Bleacher Area. Spectator seating in the Bleachers is on a first-come, first-served basis, unless otherwise noted
4. Please Do Not Place Items on the Natatorium Pool Deck Air Vents.
5. Use of any Electrical Outlet is prohibited without approval from Aquatics staff.

22. RENTER REPRESENTATIVE. The Renter designates Stephanie Turner as its representative to the City on the general operation of the Renter's activities at the Facility, and the terms of this Agreement.

23. CITY REPRESENTATIVE. The City designates the *Aquatics Recreation Superintendent* its representative to the Renter on general operation of the Renter's activities at the Facility, and the terms of this Agreement.

24. TERMINATION. This Agreement shall be in effect for a period beginning November 11, 2027, through February 22, 2031.

a. This Agreement may be terminated at any time, for any reason by either party upon sixty (60) days prior written notification to the other party.
b. The City may terminate this Agreement for any breach or default by the Renter of the terms of this Agreement or the rules of the Facility if Renter does not cure the breach or default within thirty (30) days of receipt of written notice from the City.

25. NOTICES. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other address as either party may subsequently designate in the same fashion):

If to City:
City of St. Peters, Missouri
One St. Peters Centre Blvd.
St. Peters, Missouri 63376
Attn: City Administrator

If to Renter:
Missouri State High School Athletic Association (MSHSAA)
1 North Keene Street
Columbia, MO 65201
Attn: Stephanie Turner

All notices required hereunder shall be deemed received on the date of delivery if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the U.S. mail, postage prepaid.

26. City and Renter each represent to the other that it has the full right, power and authority to enter into this Agreement and to fully perform its obligations hereunder. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind the City and the Renter, respectively, except as otherwise specifically set forth herein. Each person will furnish to the other such corporate resolutions

and certificates as the other shall require in order to confirm such authority and capacity of the City and the Renter and of the persons who have executed this Agreement.

27. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person as a third-party beneficiary under any statutes, laws, codes, ordinances or otherwise.

28. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.

29. The Agreement constitutes the entire Agreement of the parties and supersedes all other agreements and undertakings, written or oral, of the parties with respect to the subject matter hereof. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto.

30. This Agreement grants only a revocable license and does not convey or create any ownership interest, leasehold, easement, covenant running with the land, irrevocable right, or other real property interest in favor of Renter or any other person. Renter acknowledges that City retains exclusive ownership, possession, control, and use of the Facility at all times, subject only to the limited rights expressly granted herein.

    The license granted by this Agreement shall not be construed as dedicating, abandoning, vacating, or relinquishing any public property or public right, nor shall it impair City's authority to manage, use, improve, repair, or occupy the Facility for any lawful purpose. Owner further acknowledges and agrees that the license granted herein is not coupled with an interest, that the license is not supported by valuable consideration, that it is not necessary to Owner's possession or enjoyment of any right or privilege as a result of the license, or any other agreement between City and Renter. The City may enter the Facility at any time for any reason.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

DRAFT

IN WITNESS WHEREOF, the City and Renter have entered into the Agreement as of the day and year first above written.

Renter:

Missouri State High School Athletic Association
Renter Name (Organization, School, District, etc.)

By:_____ _____
Print Name *Signature*

Title:_____ Date:_____

City of St. Peters, Missouri:

By:_____
William J. Malach

Title: City Administrator Date:_____

DRAFT

Request for Board Action

To: Board of Aldermen

From: DANIEL EMRICK, Group Manager

Work Session Meeting Date: August 13, 2026

Proposed Board of Aldermen Meeting Date: 8/13/2026

Ward(s): 1, 2, 3, 4

Brief Description: Oak Creek Park Playround Replacement Recommendation - Emrick

Staff: Recommended

Summary/Explanation:
The current playground at Oak Creek Park is 27 years old and in need of replacement of both the play features and surfacing. During this renovation, we will also make stormwater improvements and upgrade the nearby community gardens to raised beds and concrete walks. We put out an RFP and received 9 proposals, with Hutchinson Recreation & Design receiving the highest scores based on quantity/variety of play features, efficiency of layout, accessibility/inclusivity, and overall reputation from past work history.

Budget Impact:
$300,000 is approved in the FY26 LPSW Budget to cover this expense.

Attachments:
1. Memo & RFP Tab 26-167 - Replacement Playground Equipment at Oak Creek Park Recommendation
2. Oak Creek Design Plan
3. Scanned Final Scoring Sheets for Oak Creek Playground FY26

INTEROFFICE MEMORANDUM

To: **Jon Sweeney, Director of Parks**

From: **Mark George, Parks Maintenance Foreman**

Subject: **Recommendation for FY26 Capital Replacement of Oak Creek Park Playground**

Date: **July 29, 2026**

Recommendation:

I recommend we accept the proposal submitted by Hutchinson Recreation & Design to replace the existing playground equipment and safety surfacing at Oak Creek Park at a total cost of $300,000.00. This was the highest scoring of the eight proposals submitted for RFP 26-167 and meets all of our project specifications.

History:

Funds for replacing an existing playground are included in the Parks/Cap Exp. Tennis, PG Equip, Pool fund for FY26 (380-3600-58500). Oak Creek Park's existing playground, which was originally installed in 1999, was identified as the highest priority for replacement in the current fiscal year due to its age, condition of equipment, and frequency of use.

RFP 26-167 (Replacement Playground Equipment for Oak Creek Park) was sent out in June and a total of eight bids were opened on July 15 from seven different companies. Out of those submissions, the proposal from Parkscape Solutions was removed from consideration due to the total cost being $50,000.00 over budget and the two proposals from Focal Pointe Construction were removed due to not meeting the minimum project specifications (both submittals lacked a separate 2-5 play structure).

A team of experienced Parks Department evaluators scored the remaining five designs and rated each according to the criteria included in Section C of RFP 26-167. Those criteria include: overall play value, accessibility and/or inclusive design, quantity of 2-5 year old play features, quantity of 5-12 year old play features, overall theme, and the quality of the equipment/materials used in the design. Each proposal was given a total score out of 100 points from each evaluator and those four scores were averaged to get a final score as shown in the following table:

VENDORS	AVG SCORE	RANK
HUTCHINSON	92.25	1
PLAYGROUND CONSULTANTS 1	83.50	2
PLAYGROUND CONSULTANTS 2	81.75	3
ALL INCLUSIVE	78.25	4
NEXT GENERATION REC	75.50	5
AB CREATIVE	68.00	6
PARKSCAPE SOLUTIONS	N/A - OVER BUDGET	
FOCAL POINTE CONSTRUCTION 1	N/A - DOES NOT MEET SPEC	
FOCAL POINTE CONSTRUCTION 2	N/A - DOES NOT MEET SPEC	

The playground design submitted by Hutchinson Recreation & Design received the highest scores from all four evaluators and is our unanimous choice to be awarded this project. Their design had the greatest number and widest variety of play features, it effectively used the available area with play opportunities spread out throughout the site, and it included several excellent accessible/inclusive design features. Hutchinson is a reputable and highly experienced local firm that has designed and installed numerous playgrounds for the City of St. Peters in the past. Their designs, play equipment, and customer service have always met or exceeded our expectations.

Financial Impact:

The PARKS/ CAP EXP-TENNIS,PG EQUIP,POOL budget fund (380-3600-58500) includes $375,000.00 for this project with $300,000.00 earmarked for the new equipment and safety surfacing and the remaining $75,000.00 earmarked for site work associated with the project. The chosen playground design from Hutchinson Recreation & Design for all equipment and safety surfacing has a total cost of $300,000.00.

Jon Sweeney

Digitally signed by Jon Sweeney
Date: 2026.07.30 07:28:36 -05'00'

Dept. Only Copy

RFP No. 26-167 - Replacement Playground Equipment at Oak Creek Park

RFP Opening 2:00 PM - Wednesday, July 15, 2026 - Non-Public

All Proposals are subject to correction after they have been completely reviewed

				The Playground Consultants, LLC	Next Generation Recreation	Focal Pointe Construction, LLC
				15 Monarch Hill Ct	172 NE 72nd Street	1921 Ravinia Drive
				Wildwood, MO 63005	Gladstone, MO 64118	Caseyville, IL 62232
				314-489-3242	816-321-2222	618-398-9183
				dana@theplaygroundconsultants.com	kevin.marshall@nextgenerationrecreation.com	bbobikiewicz@yourfocalpointe.com
Item	**Description**	**Qty**	**Unit**	Total Cost	Total Cost	Total Cost
1	Play Equipment	1	LS	Included	$215,014.78	$163,812.00
2	Safety Surfacing	1	LS	Included	$79,249.47	$136,129.00
3	Shade Structures (if included)	1	LS	Included	Included	N/A
4	Furniture and Amenities (Benches, Tables, Trash Enclosures)	1	LS	Included	N/A	N/A
5	Signage	1	LS	Included	$5,050.00	N/A
6	Additional 4" Slab and Curbing (if included)	1	LS	Included	Included	N/A
Total Items 1-6				$294,000.00	$299,314.25	$299,941.00
						*Note line 2 pricing difference

				AB Creative	Hutchinson Recreation & Design	All Inclusive Rec
				33160 W 83rd Street	1000 Edgewater Pt Suite 101	400 North Washington St. Suite 224 PO Box 72
				Desoto, KS 66018	Lake Saint Louis, MO 63367	Farmington, MO 63640
				913-583-3332	314-436-5000	417-354-2281
				dan@abcreative.net	curt@hutchinson-recreation.com	jeffery.prangler@playpower.com
Item	**Description**	**Qty**	**Unit**	Total Cost	Total Cost	Total Cost
1	Play Equipment	1	LS	$145,197.00	$300,000.00	$169,384.05
2	Safety Surfacing	1	LS	$126,000.00	Included	$123,669.95
3	Shade Structures (if included)	1	LS	Included	N/A	N/A
4	Furniture and Amenities (Benches, Tables, Trash Enclosures)	1	LS	$4,268.00	N/A	$1,306.00
5	Signage	1	LS	N/A	Included	Included
6	Additional 4" Slab and Curbing (if included)	1	LS	$24,500.00	N/A	$5,640.00
Total Items 1-6				$299,965.00	$300,000.00	$300,000.00

				Parkscape Solutions
				8124 Hwy K
				Black, MO 63625
				573-631-6403
				brant@parkscape.net
Item	**Description**	**Qty**	**Unit**	Total Cost
1	Play Equipment	1	LS	$236,199.72
2	Safety Surfacing	1	LS	$100,700.00
3	Shade Structures (if included)	1	LS	Included
4	Furniture and Amenities (Benches, Tables, Trash Enclosures)	1	LS	$8,937.00
5	Signage	1	LS	$1,378.00
6	Additional 4" Slab and Curbing (if included)	1	LS	$3,200.00
Total Items 1-6				$350,414.72

Made in
Missouri
3D Topview
Reverse View
ADA Accessible to top deck!
4' & 10' Stacked Mega Tower System
Swing Area
Music Area
Chattery Hangout Corner
Net Spinner
Communication Panel
Age 5-12 Area
Spinatorium
Age 2-5 Area
Double Sided Garden Sensory Panel
Group Inclusive Sensory Panel
Miracle
Final Colors TBD
Oak Creek Park
Option A
This is only a picture actual equipment color and surfacing layout may vary.
Playground is placed in a generic park setting for example only.
Hutchinson Recreation & Design
www.hutchinson-recreation.com

MKK

VENDOR	MANUFACTURER	DESIGN NO:	PLAY VALUE	ACCESSIBILITY/INCLUSIVE DESIGN	NO. PLAY FEATURES 5-12	NO. PLAY FEATURES 2-5	OVERALL THEME	QUALITY OF MATERIALS/EQUIPMENT	SCORE	RANK
Hutchison	Miracle	1	**20**/20	**15**/20	**15**/15 (19 items)	**15**/15 (11 items)	**10**/10	**20**/20	**95**	1
All Inclusive	Little Tikes	1	**17**/20	**15**/20	**13**/15 (12 items)	**13**/15 (8 items)	**10**/10	**10**/20	**78**	3
AB Creative	Misc.	1	15 [illegible]/20	**10**/20	**14**/15 (14 items)	**13**/15 (8 items)	**9** /10	~~[illegible]~~/20 16/20	76	4
~~Parkscape Solutions~~	~~Play&Park Structures~~	1	OVERBUDGET DOES NOT MEET SPEC							N/A
~~Focal Pointe Construction~~	~~NuToys~~	~~1~~	NO 2-5 STRUCTURE DOES NOT MEET SPEC							N/A
~~Focal Pointe Construction~~	~~NuToys~~	~~2~~	NO 2-5 STRUCTURE DOES NOT MEET SPEC							N/A
The Playground Consultants	Burke	1	**17**/20	**10**/20	**15**/15 (36 total)	**15**/15	**8**/10	**15**/20	**80**	2
The Playground Consultants	Burke	2	**15**/20	**10**/20	**13**/15 (36 total)	**15**/15	**10**/10	**15**/20	**78**	3
Next Generation Recreation	DuraPlay	1	**15**/20	**10**/20	**13**/15 (12 items)	**15**/15 (11 items)	**10**/10	**15**/20	**78**	3

JUSTIN

VENDOR	MANUFACTURER	DESIGN NO:	PLAY VALUE	ACCESSIBILITY/INCLUSIVE DESIGN	NO. PLAY FEATURES 5-12	NO. PLAY FEATURES 2-5	OVERALL THEME	QUALITY OF MATERIALS/EQUIPMENT	SCORE	RANK
Hutchison	Miracle	1	18 /20	19 /20	15 /15 (19 items)	15 /15 (11 items)	10 /10	19 /20	96	1
All Inclusive	Little Tikes	1	17 /20	18 /20	11 /15 (12 items)	11 /15 (8 items)	9 /10	16 /20	82	4
AB Creative	Misc.	1	14 /20	16 /20	11 /15 (14 items)	10 /15 (8 items)	5 /10	5 /20	61	6
~~Parkscape Solutions~~	~~Play&Park Structures~~	1	OVERBUDGET DOES NOT MEET SPEC							
~~Focal Pointe Construction~~	~~NuToys~~	~~1~~	NO 2-5 STRUCTURE DOES NOT MEET SPEC							
~~Focal Pointe Construction~~	~~NuToys~~	~~2~~	NO 2-5 STRUCTURE DOES NOT MEET SPEC							
The Playground Consultants	Burke	1	17 /20	16 /20	15 /15 (36 total)	13 /15	8 /10	17 /20	86	2
The Playground Consultants	Burke	2	16 /20	15 /20	15 /15 (36 total)	13 /15	7 /10	17 /20	83	3
Next Generation Recreation	DuraPlay	1	14 /20	13 /20	11 /15 (12 items)	15 /15 (11 items)	8 /10	16 /20	77	5

ETHAN

VENDOR	MANUFACTURER	DESIGN NO:	PLAY VALUE	ACCESSIBILITY/INCLUSIVE DESIGN	NO. PLAY FEATURES 5-12	NO. PLAY FEATURES 2-5	OVERALL THEME	QUALITY OF MATERIALS/EQUIPOMENT	SCORE	RANK
Hutchison	Miracle	1	20 /20	15 /20	15 /15 (19 items)	15 /15 (11 items)	0 /10	19 /20	89	
All Inclusive	Little Tikes	1	19 /20	15 /20	15 /15 (12 items)	7 /15 (8 items)	6 /10	19 /20	73	
AB Creative	Misc.	1	15 /20	15 /20	10 /15 (14 items)	10 /15 (8 items)	0 /10	15 /20	65	
~~Parkscape Solutions~~	~~Play&Park Structures~~	1	OVERBUDGET DOES NOT MEET SPEC							
~~Focal Pointe Construction~~	~~NuToys~~	~~1~~	NO 2-5 STRUCTURE DOES NOT MEET SPEC							
~~Focal Pointe Construction~~	~~NuToys~~	~~2~~	NO 2-5 STRUCTURE DOES NOT MEET SPEC							
The Playground Consultants	Burke	1	20 /20	15 /20	13 /15 (36 total)	11 /15	10 /10	19 /20	88	
The Playground Consultants	Burke	2	— /20	— /20	— /15 (36 total)	— /15	— /10	— /20	-	
Next Generation Recreation	DuraPlay	1	15 /20	15 /20	13 /15 (12 items)	11 /15 (11 items)	0 /10	15 /20	69	

DAVE

VENDOR	MANUFACTURER	DESIGN NO:	PLAY VALUE	ACCESSIBILITY/INCLUSIVE DESIGN	NO. PLAY FEATURES 5-12	NO. PLAY FEATURES 2-5	OVERALL THEME	QUALITY OF MATERIALS/EQUIPOMENT	SCORE	RANK
Hutchison	Miracle	1	18 /20	19 /20	12 /15 (19 items)	15 /15 (11 items)	10 /10	19 /20	94	1
All Inclusive	Little Tikes	1	17 /20	18 /20	10 /15 (12 items)	10 /15 (8 items)	8 /10	17 /20	80	4
AB Creative	Misc.	1	14 /20	16 /20	11 /15 (14 items)	10 /15 (8 items)	5 /10	14 /20	70	6
~~Parkscape Solutions~~	~~Play&Park Structures~~	1	OVERBUDGET DOES NOT MEET SPEC							
~~Focal Pointe Construction~~	~~NuToys~~	~~1~~	NO 2-5 STRUCTURE DOES NOT MEET SPEC							
~~Focal Pointe Construction~~	~~NuToys~~	~~2~~	NO 2-5 STRUCTURE DOES NOT MEET SPEC							
The Playground Consultants	Burke	1	17 /20	15 /20	15 /15 (36 total)	10 /15	7 /10	17 /20	81	3
The Playground Consultants	Burke	2	18 /20	15 /20	15 /15 (36 total)	10 /15	9 /10	17 /20	83	2
Next Generation Recreation	DuraPlay	1	15 /20	14 /20	10 /15 (12 items)	15 /15 (11 items)	8 /10	16 /20	78	5

Request for Board Action

To: Board of Aldermen

From: LIANE SARGENT, Group Manager

Work Session Meeting Date: August 13, 2026

Proposed Board of Aldermen Meeting Date: 8/27/2026

Ward(s): 4

Brief Description: Florence Drive Parking Restrictions Recommendation - Sargent

Staff: Recommended

Summary/Explanation:
Proposed ordinance prohibiting on-street parking at all times for approximately 300 feet on both the east and west sides of Florence Drive, from MO 94 to Montecito Terrace. As a result of the new Willow Haven development, the Montecito Homeowners Association has expressed concerns about on-street parking along Florence Drive. The City of St. Peters Police Department and Cottleville Fire Protection District also have concerns about access to the Montecito subdivision in the event of an emergency. Prohibiting parking between MO 94 and Montecito Terrace would prevent congestion and allow emergency access at all times.

Budget Impact:
Approval of this recommendation will authorize the expenditure of approximately $720 for signs, posts, and materials required for installation. Funds will come from the FY 2026 Repair & Maintenance of Street Signs account within the Transportation Trust Fund.

Attachments:
None

Request for Board Action

To: Board of Aldermen

From: LIANE SARGENT, Group Manager

Work Session Meeting Date: August 13, 2026

Proposed Board of Aldermen Meeting Date: 8/27/2026

Ward(s): 1, 2, 3, 4

Brief Description: Joint & Crack Seal Program Recommendation - Sargent

Staff: Recommended

Summary/Explanation:
An ordinance authorizing the City Administrator to enter into a contract to perform joint and crack sealing. Please refer to the attached memo dated August 4, 2026.

Budget Impact:
The FY26 Transportation Trust Fund budget for this program is $133,000.00. Execution of this ordinance will authorize the initial expenditure of $143,509.00 for joint and crack sealing, with the additional funds coming from savings within the FY26 Pavement Management Program.

Attachments:
1. 2026 Crack Seal BID RECOMMENDATION

CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

TO: LIANE SARGENT, MANAGER/TDS

FROM: MATT ADAMS, STREETS MAINTENANCE FOREMAN

SUBJECT: BID RECOMMENDATION – 2026 JOINT AND CRACK SEALING PROGRAM

DATE: AUGUST 4, 2026

CC: AMANDA RICH, DIRECTOR OF TRANSPORTATION

Recommendation: I recommend the 2026 Joint and Crack Sealing Program be awarded to the sole bidder, Sweetens Concrete Services, LLC of Wright City, Missouri. Approval of this recommendation will authorize the award of a contract in the initial amount of $143,509.00.

The FY 2026 Transportation Trust Fund budget for this project is $137,000.00. The additional $6,509.00 will come from savings within the FY26 Pavement Management Program.

Background: On August 3, 2026, one (1) bid was received and opened for the 2026 Joint and Crack Sealing Program. This preventative maintenance project consists of sealing pavement control joints and cracks along approximately 38,475 lineal feet of asphalt streets, 65,065 lineal feet of residential concrete streets, and 27,875 lineal feet of arterial collector concrete streets. The streets selected for joint and crack sealing were selected based on pavement rating, age, and to complete pavement rehabilitation associated with concrete slab replacement and asphalt overlay from the previous year.

Sweetens Concrete Services of Wright City, Missouri submitted the only bid of $143,509.00. Below is a summary of the bid received:

Bidder	Total
Sweetens Concrete Services, LLC, Wright City, MO	**$143,509.00**

Sweetens Concrete Services, LLC successfully completed the City of St. Peters Joint and Crack Seal Program from 2022 through 2025. The company has the necessary experience, staff and equipment to perform the 2026 Joint and Crack Seal program successfully.

Request for Board Action

To: Board of Aldermen

From: Burt Benesek, Group Manager

Work Session Meeting Date: August 13, 2026

Proposed Board of Aldermen Meeting Date: 8/27/2026

Ward(s): 1, 2, 3, 4

Brief Description: Temporary Accounting Services Agreement Recommendation - Benesek

Staff: Recommended

Summary/Explanation:
As identified in the proposed FY2027 Staff Support Services Budget, the Finance Department currently utilizes, and recommends continuing, temporary accounting services provided by Robert Half through a 12-month agreement.

Over the past year, temporary accounting staff have assisted the Finance Department with critical general ledger reconciliations across multiple funds and accounts, helping ensure compliance with generally accepted accounting principles (GAAP), audit requirements, and financial reporting standards. In FY2027, the Department proposes retaining one of the two temporary accountants to continue this work while also completing several specialized financial projects, including bond accounting, Other Post-Employment Benefits (OPEB) reporting, Natatorium Foundation accounting, and development note reconciliations.

In addition to providing continuity for these critical functions, retaining temporary accounting support will allow existing City finance staff to focus on strategic initiatives identified in the FY2027 Budget. These initiatives include implementing accounts payable and accounts receivable process improvements, procuring and implementing financial system enhancements, and modernizing Finance Department operations to improve efficiency, internal controls, and customer service.

Robert Half is a nationally recognized professional staffing firm with extensive experience providing highly qualified accounting and finance professionals to public and private organizations. The City has successfully utilized Robert Half's accounting services in the past, and the firm's demonstrated ability to provide experienced personnel with minimal onboarding

has made it a reliable resource for meeting the City's temporary accounting needs.

Budget Impact:
Approval of this recommendation will authorize the expenditure of $195,500.00 for temporary accounting staff services for a 12-month period. Funds for this expenditure are accounted for in the FY26 Capital Improvement Plan, and included in the pending FY2027 General Fund Budget. Given the date of execution of this agreement, a FY26 General Fund Budget adjustment may be required, which will result in a corresponding adjustment to the proposed FY27 Budget.

Attachments:
None

Request for Board Action

To: Board of Aldermen

From: Amy Haddock, Group Manager

Work Session Meeting Date: August 13, 2026

Proposed Board of Aldermen Meeting Date: 8/13/2026

Ward(s): 1, 2, 3, 4

Brief Description: JV Pipeline River Crossing Cathodic Protection Anode Ground Bed Replacement Project Recommendation - Kinion

Staff: Recommended

Summary/Explanation:
An ordinance to authorize the City Administrator to competitively negotiate a contract to Corrpro for the replacement of the existing deep anode ground bed for the cathodic protection system at the river crossing on the Joint Venture pipeline. Please see attached memorandum for detail.

Budget Impact:
Approval of this request will authorize an initial contract value of $114,643.00 paid directly from the Joint Venture Maintenance Fund.

Attachments:
1. Memo Contract Recommendation -Joint Venture CP Ground Bed Replacement Project

CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

TO: AMY HADDOCK, MANAGER, WATER ENVIRONMENT SERVICES

FROM: RUSTY KINION, DIRECTOR OF PLANT OPERATIONS

SUBJECT: CONTRACT RECOMMENDATION, JOINT VENTURE CATHODIC PROTECTION GROUND BED REPLACEMENT PROJECT

DATE: AUGUST 3, 2026

CC: TYLER TOWNSEND, PROJECT ENGINEER

Staff is recommending the City enter into a contract with Corrpro for the installation of a new deep anode ground bed for the cathodic protection (CP) system on the Joint Venture (JV) pipeline. If approved the initial not-to-exceed contract amount will be $114,643.00

This work includes all cathodic protection material supply, installation, commissioning and reporting for the installation of the deep anode ground bed located at 15688 River Valley Drive, in Chesterfield, MO.

Background:
The CP system on the JV pipeline is currently inoperable due to a failed deep anode ground bed. This purpose of the system is to protect the steel river crossing portion of the pipeline from corrosion and is essential for maintaining the integrity of the pipeline.

Corrpro has been providing CP inspection services for the City since 2020 and is familiar with the current system. Additionally, the City has executed an Engineering Services Agreement with Corrpro for the design of a replacement deep anode ground bed. Corrpro has completed this design and provided design plans for construction of the new deep anode ground bed.

Recommendation:
Due to the specialized nature of deep anode ground bed installation and cathodic protection systems, Corrpro's demonstrated qualifications and experience in this field, and the City's history working with Corrpro staff recommends the City competitively negotiate the construction phase of this work directly with Corrpro. Additionally, forgoing the formal competitive bid process in favor of directly negotiating with Corrpro will save time, allowing the City to move quickly to restore cathodic protection to the pipeline and reduce the corrosion risk to the steel river crossing.

Corrpro has indicated work can start on this project in early September if a contract is in place by mid-August.

Funding:
Project funding will be funded from the Joint Venture Maintenance Fund, account 100-0170-16980 JV CATHODIC.

Request for Board Action

To: Board of Aldermen

From: Rusty Kinion, Director of Plant Operations

Work Session Meeting Date: August 13, 2026

Proposed Board of Aldermen Meeting Date: 8/13/2026

Ward(s):

Brief Description: Colby Drive Stormwater Improvement Project Change Order Recommendation - Kinion

Staff: Recommended

Summary/Explanation:
An Ordinance authorizing the City Administrator to execute a contract change order for the Colby Stormwater Improvement Project (24-170).

Budget Impact:
Approval of this recommended Change Order No. 5 will authorize a net increase of $97,477.86 to the current contract value, from $5,396,121.31 to $5,493,599.17. This will be paid from the LPSW Fund 380-4450-58100.

Attachments:
1. Memo CO 5 Colby

CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

TO: AMY HADDOCK, MANAGER, WES

FROM: PATRICK TILK, DIRECTOR OF STORM WATER

SUBJECT: CHANGE ORDER NO 5 – COLBY DRIVE STORMWATER IMPROVEMENT PROJECT

DATE: AUGUST 11, 2026

CC: CHRISTIAN MEYER, PROJECT ENGINEER

Recommendation: I recommend execution of Change Order No. 5 for Colby Drive Stormwater Improvement Project (Bid 24-170), awarded to Kuesel Excavating Co. This change order accounts for changes to the proposed storm sewer system due to conflicts with existing utilities. The change order includes structural changes to STMH-09, extending 36-inch and 60-inch pipe with fittings to avoid utility conflicts. The time for completion of the project is also extended 60 days revising the completion date from August 31, 2026 to October 30, 2026 with approval of this change order request.

Approval of Change Order No. 5 will result in a net increase of $97,477.86 to the contract value, from $5,396,121.31 to $5,493,599.17. I recommend approval of this change order as further described below.

Original Contract Value:	$ 5,204,300.00
CO #1 (Approved):	$ (-8,331.20) (Reduction)
CO #2 (Approved):	$ 80,845.28 (Increase)
CO #3 (Approved):	$ (-38,422.62) (Reduction)
CO #4 (Approved):	$157,729.85 (Increase)
Current Contract Value:	$ 5,396,121.31
CO #5 (Proposed):	$97,477.86 (Increase)
Proposed Contract Value:	**$ 5,493,599.17**

Background: Attached is Change Order 5 for the Colby Drive Stormwater Improvement Project. This change order accounts for changes in conditions during construction on the north portion of the project.

Line Item #154 accounts for additional scope of work for STMH-09. STMH-09 was recently revised due to additional utility conflicts discovered during construction. The structure was moved downstream for constructability. This lump sum item includes the additional scope for the concrete structure, 36” and 60” Sanitite fittings, thrust block on the main 60” pipe run leaving the structure, additional required removals of existing pipe, and the contractors overhead and profit.

The time extension allows time for the work approved by this change order to be scheduled and constructed.

Attachments:

Change Order No. 5, Colby Drive Stormwater Improvement Project (Bid 24-170).
Kuesel “Change for STMH09 per Email 070626 R1.pdf “ quote